

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made and entered into effective this ____ day of _____, 2012 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the “City”), and Houseal Lavigne Associates, a home state limited liability company whose principal business address is 188 W. Randolph Street, Suite 200, Chicago, Illinois, 60601 (“Contractor”).

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SERVICES.

A. Services. At the City’s direction, Contractor will provide professional services as set forth in Exhibit A (the “Services”), attached hereto and incorporated herein by reference, inclusive of any additional terms and conditions contained therein. The City reserves the right to omit any of the Services identified in Exhibit A, without liability, upon written notice to Contractor. Statements in the Services expressing “expectations” shall be deemed obligations of the Contractor.

B. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement.

C. Deliverables.

1. Electronic format. Contractor will provide all reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format (“Deliverables”) to the City in both hard copy and electronic formats acceptable to the City, unless otherwise directed by the City in writing. Contractor’s failure to do so will constitute a material breach of this Agreement. Contractor will consult with the City to determine acceptable electronic formats before beginning the Services. All Deliverables and other tangible materials produced by Contractor pursuant to this Agreement will at all times be considered the property of the City.

2. Spatial Data. Deliverables including spatial data (GIS/AutoCad) will include geospatial datasets (those generated from GPS, survey data, or other derived geospatial data like orthography) in Environmental Systems Research Institute, Inc.’s (“ESRI”) file/personal geodatabase or shapefile format, including a coordinate system projection information or file. Point features will be generated as point shapefiles, linear features will be generated as line shapefiles, and area features will be generated as polygon shapefiles. Any geospatial dataset derived from new or existing geospatial data will be in file/personal geodatabase or shapefile format, along with an explanation of the method used to generate the derived geospatial data. Spatial Coordinate or Survey System will be documented and used, along with a coordinate system projection file for said data. Contractor will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information.

3. Digital images. Contractor will provide non-copyrighted, high resolution, illustrative, digital images of project site plans, elevations, renderings, photos, and other Deliverables, as directed by the City, suitable for reproduction of and dissemination in marketing materials and at City Council hearings and public presentations. Contractor will affirm that the images do not violate copyright laws and will

indemnify and hold harmless the City from liability for any expense, cost, loss or damage resulting from any claim of copyright infringement arising from the City's use of the images. All images provided will become the property of the City.

D. Assigned Personnel. Contractor will assign those key personnel identified in Exhibit A to the performance of the Services identified in Exhibit A and shall make no substitutions of such key personnel except with the City's written consent. Where key personnel are identified for specific tasks therein, such designation shall not serve as a limit as to the tasks to be performed by such personnel. In the event of illness, death, or termination of employment of any key personnel, the City, in its discretion, may accept substitutes proposed by the Contractor provided such substitutes possess comparable or greater qualifications than the personnel being replaced and such substitutes are otherwise acceptable to the City.

E. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City.

F. Warranties. Contractor warrants that all work performed under this Agreement will be free from defects in workmanship, equipment, and materials. Upon acceptance of the work, Contractor will transfer the benefit of any applicable manufacturer's warranty to the City.

G. Prosecution of the Services. Contractor will perform all work in a professional and workmanlike manner and will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf. All work, if related to construction, will be performed in accordance with the City's Engineering Standards and Specifications

H. Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly and for no additional compensation.

I. Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

J. Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

K. Rate of Progress. Contractor will complete all Services to the City's satisfaction prior to the end of the year 2022. Contractor's rate of progress is a material term of this Agreement. At the City's request, Contractor will provide a progress schedule for the performance of any Services subject to the City's approval.

L. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation.

M. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the

Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

N. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

O. Conflicts of Interest. In the event that Contractor, or any subcontractor, maintains, has, or enters into a commercial relationship with any other entity, corporation, or person (collectively "third party"), and where any benefit or advantage could be derived directly or indirectly by the third party as a result of the Contractor or subcontractor's performance of Services pursuant to this Agreement, then the Contractor or subcontractor shall fully disclose all pertinent information to the City, as the City deems necessary, with regard to the relationship between the Contractor or subcontractor and the third party. Thereafter, if the City determines that the relationship with the third party constitutes a conflict of interest or has the appearance of impropriety, then the City has the right to either (1) require Contractor or subcontractor to withdraw from the third party relationship, (2) require the Contractor to terminate the subcontractor, or (3) require the Contractor or subcontractor to establish protocols to fully mitigate the conflict or appearance of impropriety.

II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed **\$717,000**. Amounts payable pursuant to this Agreement shall not exceed \$75,000 in 2020. Any amounts billable in 2020 that exceed the \$75,000 amounts payable limit shall be billed in 2021. The compensation established by this Agreement includes all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

B. Invoices. Contractor will submit invoices on a monthly basis, in a format approved by the City, and provide verification documentation as requested by the City. Invoices will be submitted to the City not more frequently than monthly. Invoices will identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, any costs for which Contractor seeks reimbursement, and the total amount that Contractor claims is due.

C. Representation. By submitting an invoice, Contractor warrants that: (i) the work covered by previous invoices is free and clear of liens, claims, security interests or encumbrances, except for any interest created by retainage; and (iii) no work covered by the invoice is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or any other person or entity. Contractor shall not include in its invoice any billing for defective work or for work performed by subcontractors or suppliers if it does not intend to pay the subcontractors or suppliers for such work.

D. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute. The City may withhold fifteen percent (15%) of all amounts due to Contractor until the completion of the Services.

E. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

F. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

III. TERM AND TERMINATION.

A. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City's best interest. The City will effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law ("Breach"), including but not limited to the performance of the Services and performance by key personnel as designated in Exhibit A, the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination.

B. Contractor's Remedies for Breach.

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Contractor will first provide the City written notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IV. INDEMNITY.

Contractor will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, or other persons acting under Contractor's direction or control. Contractor will

indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

V. INSURANCE.

A. Required Policies. Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000).**

3. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

4. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems

reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Contractor will identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Contractor changes to “occurrence,” Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

VI. SALES AND USE TAX.

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City’s Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City’s website at <http://www.c3gov.com/DocumentView.aspx?DID=115>.

C. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

VII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor will 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.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor will be liable for actual and consequential damages to the City.

VIII. NOTICES.

Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Planning Manager
Community Development
City of Commerce City
7887 East 60th Avenue
Commerce City, CO 80022

If to Contractor:

Houseal Lavigne Associates
188 W. Randolph Street, Suite 200
Chicago, IL 60601

The parties may agree to delivery of notices via electronic mail.

IX. GENERAL PROVISIONS.

A. Independent Contractor. The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. **Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.**

B. Waiver of Consequential Damages. Unless expressly stated in this Agreement, in no event shall either the City or Contractor have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

C. Force Majeure. In no event shall either the City or Contractor have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body (excluding acts of the City); labor dispute or shortage; national emergency; insurrection; riot; or war.

D. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

E. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

F. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

G. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services during the Term, or as may be more specifically set forth in an exhibit, notice to proceed, change order, or any approved progress schedule, will be deemed a breach of this Agreement.

H. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

I. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

J. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

K. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

L. Acknowledgement of Open Records Act. Contractor acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure.

M. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

N. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

O. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

[Remainder of this page intentionally left blank – signature page(s) follow(s).]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian McBroom, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Laura J. Bauer, MMC, City Clerk

Choose an Attorney

Recommended for approval:

Jason Rogers, Community Development Director
Community Development

Houseal Lavigne Associates

John Houseal, FAICP, Principal and Co-founder
[must be notarized]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____, 20____
by _____ (Name), _____ (Title),
of _____.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

EXHIBIT B

[USE THIS FORM ONLY IF CONTRACTOR IS AN INDIVIDUAL/SOLE PROPRIETOR WITHOUT EMPLOYEES AND DELETE THIS INSTRUCTION!! IF CONTRACTOR IS A PARTNERSHIP, LLC, CORPORATION OR INDIVIDUAL/SOLE PROPRIETOR WITH EMPLOYEES, DELETE THIS EXHIBIT ENTIRELY]

AFFIDAVIT PURSUANT TO C.R.S. § 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

☐ I am a United States citizen, or

☐ I am a Permanent Resident of the United States, or

☐ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that Colorado state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute § 18-8-503, and it will constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY

Valid forms of identification:

---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit

---current Colorado identification card

---U.S. military card or dependent identification card

---U.S. Coast Guard merchant mariner card

---Native American tribal document



7887 East 60th Avenue
Commerce City, Colorado
80022
Phone (303) 289-3627
Fax (303) 289-3661

EQUIPMENT DECLARATION

Company: _____

Date: _____

Address: _____

State and Zip: _____

Note: Construction equipment that was not otherwise subjected to the Commerce City sales or use tax, and which is located within the boundaries of the City of Commerce City for a period of thirty (30) consecutive days or less, will be subjected to the use tax of Commerce City on a prorated basis if the equipment is declared in advance. **If the equipment is not declared in advance or is located within the City for over thirty (30) consecutive days, the amount of tax due will be calculated on 100% of the original purchase price.**

The tax on Declared Equipment will be calculated using the following method: **The original purchase price of the equipment will be multiplied by a fraction, the numerator of which is one (1) and the denominator which is twelve (12); and the result will be multiplied by four and one-half percent (4.5%) to determine the amount of Use Tax payable to the City.** Example: thirty (30) days or less = $\frac{1}{12}$ x purchase price of the equipment x 4.5%.

In order for a taxpayer to qualify for this exemption, the taxpayer must comply with the procedures described in Section 29-2-109(4) of the Colorado Revised Statutes by completing this form and remitting the tax due to the Finance Department of the City of Commerce City. **If the taxpayer does not file this form the exemption herein provided for will be deemed waived by the taxpayer.**

A separate declaration form must be used for each individual piece of equipment.

Construction Equipment Declared:

Description of Equipment and/or VIN number: _____

Purchase price of above equipment and date purchased: _____

Date equipment will enter the City: _____

Date equipment will be removed from the City: _____

Exhibit A – Scope of Services

A. Comprehensive Plan

a. General Requirements/Approach to Services

- i. The Contractor will have overall responsibility for the creation of the Plan Update, lead the Plan Update efforts, and be responsible for the timely completion of the Plan Update. All work shall be completed in accordance with applicable City standards and within the agreed upon timeline. This includes, but is not limited to, preparing and maintaining a detailed project timeline (the general timeline of the project is 18 months from second quarter 2020 to third quarter of 2021), conducting outreach for the Plan Update, leading public hearing and study session presentations, conducting technical analysis with subsequent recommendations for the Plan Update, and document creation. While creative design is encouraged, all documents related to the Plan Update shall be consistent with the City's branding standards and will be owned by the City.
- ii. The Contractor will complete an eight-step planning process for preparing the City's Comprehensive Plan. This program entails analyzing existing conditions to provide a concise and accurate assessment of strengths, weaknesses, issues and opportunities; engaging an inclusive and multilingual outreach strategy to gain consensus from Commerce City's diverse population; establishing a vision for the community as a foundation for future planning efforts; formulating goals and objectives; developing and evaluating alternative plans and policies; preparing final Comprehensive Plan recommendations and implementation strategies that are measurable and specific.

- Step 1: Project Initiation
- Step 2: Community Outreach and Engagement
- Step 3: Market and Demographic Analysis
- Step 4: Existing Conditions Analysis
- Step 5: Community Vision, Goals and Objectives
- Step 6: Subarea Plans
- Step 7: Preliminary City-Wide Plans and Policies (Core Elements)
- Step 8: Comprehensive Plan Document and Adoption

This program entails analyzing existing conditions to provide a concise and accurate assessment of strengths, weaknesses, issues and opportunities; engaging an inclusive and multilingual outreach strategy to gain consensus from Commerce City's diverse population; establishing a vision for the community as a foundation for future planning efforts; formulating goals and objectives; developing and evaluating alternative plans and policies; preparing final Comprehensive Plan recommendations and implementation strategies that are measurable and specific.

- iii. While the City will take the lead, the Contractor will support and participate in the development of a project charter that will serve as the guiding principle for project management and tool to clearly communicate the objectives of the project. The project charter will ultimately be approved by City Council during the early stages of the project.
 - iv. If face-to-face engagement is not feasible at a particular point in the process, the Contractor will work with the City staff project team to reallocate time and resources and identify the best online engagement tools to supplement outreach efforts.
 - b. Project Management
 - i. Description
 - 1. The Contractor shall prepare and submit to the City for approval a project management plan that specifies a schedule of work, the roles and responsibilities of the Contractor and any sub-contractors, identifies specific work tasks, milestones, review/comment milestones, and a public outreach plan. Additionally, Contractor will be available to participate in meetings (in person or via telephone call or teleconference) at least every two weeks, or as needed, with the City's Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary.
 - ii. Expectations
 - 1. Meetings
 - a. Contractor will conduct a kick-off meeting with city staff to discuss the relevant studies, plans, advisory groups, outreach plans, and any other information (e.g. GIS data) that is needed to complete the project.
 - b. Contractor will conduct and lead meetings at least every two weeks or as needed (in person or via telephone call or teleconference) with the City's Project Manager (either in-person or via telephone). As the project progresses, Contractor and the City's Project Manager can re-evaluate the need and timing for meetings. This meeting may include the Community Development Director, every 45 days or as needed.
 - 2. Deliverables
 - a. Contractor will submit a project management plan for City approval by the project manager within 45 days of contract execution.
 - iii. Key Staff - Overview
 - 1. Key staff for work to be undertaken by the Contractor will be assigned as follows:
 - a. Houseal Lavigne – primary project management and oversight, land use planning, community outreach, economic

development, development of core plan elements, and general oversight and review of all plan components and deliverables, include work to be completed by identified subconsultants.

- b. Subconsultants will be assigned to project tasks and deliverables based on areas of expertise relevant to the scope of work. Assignments will be designated by Houseal Lavigne Associates. Expected subconsultant assignments for the Comprehensive Plan and subsequent plans are as follows:

- i. Toole Design – tasks and deliverables related to active transportation (bike and pedestrian).
- ii. JR Engineering – tasks and deliverables related to transportation.
- iii. Tetra Tech – tasks and deliverables related to infrastructure, facilities, and the environment.
- iv. Language Access LLC – translation and interpretation services.

- 2. Key staff will be substituted only after communication to the City and acknowledgement by the project manager.

- 3. Key staff support – it is important to note that key staff identified in the scope of work will not necessarily be the only people working on each task, but will be supported by Contractor and Subconsultant staff, brought into the assignment on an as-needed basis based on areas of expertise, for work to be conducted in the office and in the field.

- c. Coordination of City Departments

- i. Description

- 1. The Contractor will primarily coordinate with the City’s Planning Division for the Plan Update.] The Contractor will be responsible for, and lead, meetings with the City’s Planning Divisions and will coordinate input from City Departments/Divisions including any Staff Working Group (SWG) which may be comprised of representatives from the city manager’s office, economic development, housing, parks and recreation, community development, police, public works, and finance. Meetings will occur on a monthly or bimonthly (every two months) basis at project start however this may be re-evaluated as the Plan Update progresses. If monthly meetings are requested, every other meeting will be via teleconference with technology arranged by the Contractor to facilitate screen sharing capabilities.

- ii. Expectations

- 1. Meetings

- a. Contractor will develop a schedule for meetings with the SWG with a minimum of five meetings throughout the process. Any additional meetings with the SWG will take place during

scheduled trips per the scope of work or virtually via teleconference, as necessary.

- b. Contractor will create agendas, conduct, and lead meetings with the SWG to get input from the appropriate City Departments and Divisions.
- c. Contractor will take the lead role in all workshops and SWG meetings. City staff shall be available to the Contractor in a supporting role during this period.
- d. Contractor will create meeting notes from each meeting, summarizing responses and comments provided by the SWG.
- e. Every effort will be made to conduct SWG, Technical Advisory Committee (TAC), and Citizen's Advisory Committee (CAC) meetings on the same day, to ensure project efficiencies, and to the extent possible these meetings will be scheduled in conjunction with other planned outreach activities.

2. Deliverables

- a. Contractor will submit an engagement strategy for the SWG for City approval by the project manager within 60 days of contract execution.

d. Coordination with Outside Agencies

i. Description

- 1. The Contractor will coordinate with outside agencies that provide services and/or expertise within Commerce City. The City will assemble a Technical Advisory Committee (TAC) that includes representatives from the Rocky Mountain Arsenal National Wildlife Refuge, local school districts, South Adams County Water and Sanitation District, RTD, DRCOG, Adams County, adjacent municipalities, Mile High Flood District, Colorado Department of Transportation, local fire districts, library district, and Denver International Airport.

ii. Expectations

1. Meetings

- a. Contractor will develop a schedule for meetings with the TAC for City approval, to include a minimum of five meetings throughout the process.
- b. Contractor will create agendas, conduct, and lead meetings, as needed, to get input from the appropriate outside agencies.
- c. Contractor will take the lead role in all workshops and meetings. City staff shall be available to the Contractor in a supporting role during this period.
- d. Contractor will create meeting notes from each meeting, summarizing responses and comments provided by the TAC.

- e. Every effort will be made to conduct SWG, TAC, and CAC meetings on the same day, to ensure project efficiencies, and to the extent possible these meetings will be scheduled in conjunction with other planned outreach activities.
 - 2. Deliverables
 - a. Contractor will submit an engagement strategy for the TAC for City approval by the project manager within 75 days of contract execution.
- e. Coordination of Key Stakeholders
 - i. Description
 - 1. The Contractor will coordinate with key stakeholders from the community to provide input on the Plan Update and community vision through the creation of a Citizen's Advisory Committee (CAC). All members will be appointed by City Council and the committee will be made up of representatives from existing Boards and Commissions (approximately half of the total members) and additional members (Residents, Business Owners, Property Owners Developers, etc.) for a total of approximately 15 members. It is envisioned that the CAC will meet approximately every eight to twelve weeks throughout the Plan Update process.
 - ii. Expectations
 - 1. Meetings
 - a. Contractor will develop a schedule for meeting with the appropriate outside agencies and key stakeholders for City approval with a minimum of four meetings throughout the process: or every eight to twelve weeks.
 - b. Contractor will create agendas and conduct meetings, as needed, to get input and feedback from the CAC.
 - c. Contractor will take the lead role in all public forums, workshops, and meetings. City staff shall be available to the Contractor in a supporting role during this period.
 - d. Contractor will create meeting notes from each meeting, summarizing all responses and comments provided by the CAC.
 - e. Every effort will be made to conduct SWG, TAC, and CAC meetings on the same day, to ensure project efficiencies, and to the extent possible these meetings will be scheduled in conjunction with other planned outreach activities.
 - 2. Deliverables
 - a. Contractor will submit an engagement strategy for the CAC for City approval by the project manager within 75 days of contract execution.
- f. Coordination of Public Outreach

i. Description

1. Contractor will coordinate, conduct, and lead public outreach for the Plan Update. There will be an extensive public participation process program, including, but not limited to, surveys, public meetings, and topic-specific focus groups, as necessary. Spanish translation and interpretation services will be provided by the Contractor, with translators and interpreters working directly with the Contractor to prepare for and participate in community workshop events. Handout materials for community workshop will be provided in English and Spanish by the Contractor.

ii. Expectations

1. Meetings

- a. Contractor will schedule, conduct, and lead outreach meetings including, but not limited to, working with city staff to determine and secure locations, creating meeting agendas, activities, and meeting materials, and advertising the meetings. Outreach events shall include three community workshops, two business workshops, ten key person interviews or small focus groups, city-wide vision workshop, subarea vision workshop, one community open house, and two pop-up engagement events.
- b. Contractor will identify creative approaches for successful public engagement.
- c. Contractor will take the lead role in all public forums, workshops, and meetings. City staff shall be available to the Contractor in a supporting role during this period.
- d. Contractor will coordinate with the City's Communications Division to allow for Council Members to host a series of community-based outreach meetings as described in the City's Communications Plan.
- e. Contractor will create meeting notes from each meeting, summarizing responses and comments provided during the outreach events and through written comments. This will include metrics on the reach to the community.

2. Deliverables

- a. Contractor will submit a public engagement strategy for City's approval by the project manager within 90 days of contract execution and will coordinate with the City's Communications Division.

iii. Key Staff

1. John Houseal, Principal-in-Charge, Houseal Lavigne, for community-wide outreach events.

2. Josh Koonce, Project Manager, Houseal Lavigne
- g. Public Hearing and Study Session Presentations
 - i. Description
 1. It is expected that Contractor will conduct meetings with key elected officials. The Planning Commission, who is tasked by the City Charter to oversee the Comprehensive Plan, and the City Council, who will provide key policy direction at critical milestones as well as be the ultimate approval authority. The Contractor will plan to make multiple presentations at study sessions for the two groups (separate and/or combined) and one presentation to each group during the public hearings for the Plan adoption.
 - ii. Expectations
 1. Meetings
 - a. The Contractor will conduct the first study session (Elected and Appointed Officials Roundtable) in step one (Project Initiation) of the planning process.
 - b. The first "Public Draft" document will be presented to the SWG, CAC, and TAC.
 - c. A second "Public Draft" document will be presented at a joint City Council – Plan Commission meeting.
 - d. The final "Public Draft" will be presented at a community presentation/open house.
 - e. Meetings to review the "Final Draft" document will take place at a Planning Commission public hearing and at a City Council hearing to secure adoption of the Plan.
 - f. Contractor will provide all materials required for such meetings no less than 20 days prior to such meetings.
 - g. Contractor will obtain input from both Planning Commission and City Council.
 - h. The Contractor will take the lead role in all study sessions and hearings, including presentations, exhibits, and exercises. City staff shall be available to the Contractor in a supporting role during this period.
 - i. Contractor will create meeting notes from each meeting, summarizing responses and comments provided by the Planning Commission and City Council.
 2. Deliverables
 - a. Contractor will develop a schedule for obtaining input from both Planning Commission and City Council for City approval by the project manager within 90 days of contract execution. The schedule will take into consideration open meeting requirements and required public notice.
 - iii. Key Staff

1. John Houseal, Principal-in-Charge, Houseal Lavigne for presentations to Council and Planning Commission including work sessions and regular meetings for adoption.
 2. Josh Koonce, Project Manager, Houseal Lavigne
- h. Review and Analysis
- i. Description
 1. Contractor will review all relevant local plans, programs, and initiatives as part of the development of the Plan Update and subsequent city-wide subject specific plans. These documents include, but are not limited to, those listed below.
 - ii. Expectations
 1. Deliverables
 - a. Contractor will provide a summary overview of the relevant plans, programs, and initiatives, some of which are identified here. This summary will be included in the Issues and Opportunities Report, if not submitted prior and will be completed within 6 months of contract execution.
 - i. Comprehensive Plan
 1. C3 Vision Comprehensive Plan (2010)
 - ii. Sub-Area Plans
 1. Irondale Neighborhood and Infrastructure Plan (2018)
 2. Station Area Master Plan (2013)
 3. Derby Sub-Area Master Plan (2006)
 - iii. Transportation Plans
 1. Walk Bike Fit – A Multi-Modal Active Transportation Plan (2012)
 2. The Commerce City Transportation Plan (2011)
 - iv. Parks, Recreation, and Golf Plans
 1. Buffalo Run Golf Course Strategic Master Plan (2014)
 2. Strategic Plan for Recreation Programs, Services and Facilities (2007)
 3. Second Creek Greenway Master Plan (2005)
 4. Prairieways Action Plan (1999)
 5. Parks and Recreation Master Plan (1994)
 6. Emerald Strands (1990)
 7. South Platte River Corridor Heritage Plan
 - v. Economic Development Plans
 1. Commerce City Economic Profile (2018)
 2. The Retail Coach Reports (2018)

3. Economic Development Consulting Report (2014)
4. Commerce City Existing Industry Concentrations: Supporting the Industry Cluster Strategy of the Metro Denver EDC (2014)
5. Commerce City Strategic Action Plan (2011)
6. Economic Development Strategic Plan (2010)
- vi. Housing Plans
 1. Housing Authority Balanced Housing Plan and Affordable Housing Implementation Plan (2019)
 2. Housing Authority Housing Needs Assessment (2019)
 3. Commerce City Housing Authority Strategic Plan (2011)
- vii. Miscellaneous Plans
 1. City Council Goals and Work Plan (2019)
 2. ULI Report – Implementing Wellness in the Built Environment (2018)
 3. Historic Preservation Plan (2015)
 4. Cultural Council’s Public Art Plan (2013)
- i. City Assistance
 - i. Description
 1. One of the City’s Senior Planners will be assigned as the City’s Project Manager. This staff member will assist with day to day in-house operations required to complete the plan, as necessary.
 2. The Community Development Director will have the ultimate approval authority for the Plan Update process, aside from authority mentioned elsewhere in this document and given to City Council and Planning Commission for the approval of the final document.
 - ii. Expectations
 1. The City’s Project Manager will be responsible for coordinating internal City processes with regard to the project. The City will provide reasonable assistance to the Contractor in the scheduling of meetings, interpretation of policy and procedural requirements, research relating to the Comprehensive Plan Update, coordination with outside agencies and City staff, but the City’s obligation will not limit the Contractor obligations to perform the Services as specified. The City will rely on the personnel, experience, and expertise of the Contractor to ensure all necessary components of the process and the Plan Update are completed. Subsequent project managers may be assigned by the City for each of the three city-wide plans (Transportation, Parks, and ED).

2. The City's Planning Manager, Community Development Director and Deputy City Manager Over External Services will provide meeting and policy direction during the Plan Update.
- j. Comprehensive Plan Background
- i. Overall Plan Creation
 1. Description
 - a. Work required for the successful completion of the plan update.
 2. Expectations
 - a. A renewed vision for the City of Commerce City and its surrounding areas.
 - b. Policy development, goals, and objectives and implementation strategies for each of the topic areas/plan elements. These will be based on public input and the expertise of the Contractor.
 - c. The identification of community needs and projects of City-wide and local regional significance.
 - d. Review of existing Comprehensive Plan and update various elements to reflect the changes that have occurred within the City. This includes consideration of the expansion of current growth boundaries.
 - e. Analyze the current City ordinances and Land Development Code and policies in relation to the goals and objectives developed through this Comprehensive Planning process to create an implementation program that identifies regulatory recommendations.
 - f. Meetings
 - i. As described below under Comprehensive Plan Creation and Core Elements
 - g. Deliverables
 - i. As described below under Comprehensive Plan Creation and Core Elements, including:
 1. Data inventory and analysis of the existing conditions of the community, current demographics, and rational projection of the community in 2045. This information must be more current than the 2010 Census.
 2. Draft elements are to be completed and submitted to the City for review, comment, and approval individually based upon a schedule developed at the beginning of the planning process. This will enable the project to remain at a manageable scale and allow the City Staff to effectively monitor the progress of the work program.
 3. Prepare a "Public Draft" document and present draft to the SWG, CAC, TAC, and at a community open house.

4. Prepare a second, revised, "Public Draft" document and present draft to Planning Commission and City Council.
5. Prepare a "Final Draft" document and make a final presentation at a Planning Commission public hearing and at a City Council hearing to secure adoption of the Plan.
6. These deliverables will be completed within 26 months of contract execution.

ii. Plan Format

1. Description

- a. Requirements for the format of the plan update.

2. Expectations

- a. The Contractor is tasked with merging the City's Comprehensive Plan with the City Council Goals and Work Plan at the outcome level.

- i. May require an innovative approach and format for the Plan Update.

1. Will impact policy development, goals, and objectives.

- ii. Plan Update will set aspirational goals and community benchmarks for future work plans.

- iii. The Council Goals and Work Plan are available through the City's online dashboard located here:

<https://www.c3gov.com/government/city-council/council-goals/council-goals-dashboard>

- b. The Contractor will integrate sustainability strategies, tactics, and policies throughout plan.

- i. Sustainability will be explored and considered in all plan elements.

1. Includes environmental conservation and stewardship for both the community and the city organization.

2. A unique approach to sustainability will be contemplated given the City's strong industrial base including the state's only refinery as well as the history of the adjacent Rocky Mountain Arsenal.

3. Special consideration will also be given to the City's rapid residential growth and new construction.

- ii. The Plan Update will include a more robust sustainability focus than the previous plan.

1. Content, information, and recommendations will be similar to a stand-alone sustainability plan but woven throughout the updated comprehensive plan document.

2. Evaluate ways for the city organization and community as a whole to be more sustainable.
 3. Includes environmental conservation and stewardship for both the community and the city organization.
 4. Consider the City's strong industrial base including the state's only refinery as well as the history of the adjacent Rocky Mountain Arsenal.
 5. Special consideration will also be given to the City's rapid residential growth and new construction.
- c. The Contractor must include an Implementation Program.
 - i. The Implementation Program will set forth actions necessary to achieve the objectives of each element of the Plan, including short-and long-term implementation strategies, capital improvements programming, new or updated development regulations, and identification of public funds potentially available.
 - ii. The Implementation program will serve as a primary method to integrate the City's work plan and comprehensive plan.
3. Meetings
 - a. As described below under Comprehensive Plan Creation and Core Elements
 4. Deliverables
 - a. As described below under Comprehensive Plan Creation and Core Elements, to be completed within 26 months of contract execution
- k. Comprehensive Plan Creation and Core Elements – The following is a list of Comprehensive Plan elements detailing assistance required of the Contractor. The Contractor shall take primary responsibility for completion of these elements, unless otherwise stated below. While the information in the Plan Update must include these elements, the Contractor will take a creative approach to maximize the accessibility of the document and the potential for successful implementation of the recommendations. Steps listed below correspond to Scope Steps bulleted at the beginning of this Scope of Services in section A.a.ii – the eight-step planning process for preparing the City's Comprehensive Plan.
 - i. Step 1: Project Initiation
 1. Description
 - a. To “kick-off” the planning process on the right foot, meetings or workshops will be conducted with key City Planning Division staff, Staff Working Group, Technical and Citizen Advisory Committees, and elected and appointed officials, prior to undertaking other community outreach activities. The Contractor will also have a brief on-boarding meeting with the Spanish-speaking translator to ensure understanding of the

basic principles of the process and ensure translations are accurate and topical. After the “kick-off” to the planning process, the Contractor’s proposed outreach activities will help foster stewardship for the Plan and the whole community.

2. Expectations

a. Meetings

- i. Planning Division Staff Kick-off Meeting and Orientation Tour of City
- ii. Staff Working Group (SWG) Meeting
- iii. CAC and TAC Project Initiation Meetings
- iv. Elected and Appointed Officials “Roundtable” Workshop

b. Deliverables

- i. Meeting notes and workshop summaries.

3. Key Staff

- a. John Houseal, Principal-in-Charge, Houseal Lavigne
- b. Josh Koonce, Project Manager, Houseal Lavigne

ii. Step 2: Community Outreach and Engagement Description

1. Description

- a. Community outreach and citizen participation is the cornerstone of the Contractor’s proposed planning process. Anticipating high levels of participation from an active and engaged community, the Contractor’s proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the Comprehensive Plan. Commerce City’s new Comprehensive Plan provides a great opportunity for residents to communicate what they believe to be the strengths and weaknesses of the community, and to prioritize which issues are most important for the near- and long-term direction of the City. The Contractor’s planning process shall be designed to promote community involvement and encourage citizen participation that is inclusive of Commerce City’s diverse population. To that end, the Contractor will include an additional Spanish-language community workshop with an interpreter present to facilitate a multi-lingual event. With the knowledge that the City has hosted recent Spanish-language events such as a town hall meetings, the Contractor will work with staff to identify the best local translator/interpreter for each of the Contractor’s outreach events, with the goal of maintaining consistent, quality translation throughout the project. In addition, the Contractor’s award-winning branding

and collateral, as well as media content, will also be translated as needed into Spanish for the City's distribution. The branding and media content will be coordinated with the City's Communication's Division. Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining process.

2. Expectations

a. Meetings

- i. Community Workshop Series (2 evening and 2 daytime – one of these four will be conducted specifically in coordination with a word-by-word interpreter and dedicated Spanish-language materials)
- ii. Pop-up Engagement
- iii. Business Workshops (including translator/interpreter services/materials in Spanish)
- iv. Key Person Interviews/Focus Group Discussions (up to 12)

b. Deliverables

- i. Branding and Collateral (English and Spanish) – created in coordination with the City's Communications Division.
- ii. Social Media and Traditional Media Content (English and Spanish)
- iii. Interactive Project Website linked through City Website, as possible.
- iv. map.social (an interactive web-based issues mapping platform)
- v. Online Community Questionnaires in English and Spanish
- vi. Do-it-yourself (DIY) workshop kits (including materials in Spanish)

3. Key Staff

- a. John Houseal, Houseal Lavigne, for community-wide outreach events
- b. Josh Koonce, Houseal Lavigne, outreach coordination, focus groups, key stakeholder interviews

iii. Step 3: Market & Demographic Analysis

1. Description

- a. Using the U.S. Census and subscription data sources, including Costar and Esri, an analysis of existing conditions and trends within the City of Commerce City and the larger market area will

be conducted. This will include data more current than the 2010 Census. It is imperative that the Comprehensive Plan recommendations are grounded in market and economic realities, particularly as it relates to housing and employment. Gaining a firm understanding of the existing market and the potential for various types of development throughout Commerce City will help to establish the foundation for land use planning and development decision-making.

- b. The recently completed housing plans conducted by the City's Housing Authority will be given special consideration as the most up-to-date source of housing data and local knowledge pertinent to the residential market in Commerce City. Any new assessment of housing potential will only be considered in light of this recent effort.

2. Expectations

- a. Meetings N.A.

- b. Deliverables

- i. Demographic Analysis – Population Estimates and Projections

- 1. This introductory section will include demographic studies which inventory the population of the community. Population statistics will characterize the past and present size, density, distribution, data by sex, age, racial and ethnic compositions, human movement patterns, and special sociological characteristics such as future trends.

- ii. Market Assessment of Development Potentials

- iii. Market & Demographic Analysis will be delivered with the Issues and Opportunities Report in step 4. The report, underlying analysis, and data will be referenced throughout the Comprehensive Plan document as necessary to describe conditions and support recommendations.

3. Key Staff

- a. John Houseal, Principal-in-Charge, Houseal Lavigne
- b. Dan Gardner, Principal, Houseal Lavigne
- c. Josh Koonce, Project Manager, Houseal Lavigne

iv. Step 4: Existing Conditions Analysis

1. Description

- a. This step of the project will include the analysis of existing conditions and potential within the community. It will be based

on community-wide reconnaissance and research undertaken by the Consultant Team, information provided by the City, as well as feedback from community service providers and stakeholders. In addition, the Contractor will utilize information obtained from surveys and inventories, and derived from company-licensed analysis tools. The Contractor will place an emphasis on the identification of the current conditions within Commerce City that will ultimately guide the formulation of the Comprehensive Plan. This information will provide the basis for the planning process and be used to indicate a starting point for development of plan recommendations.

- b. Careful attention will be given to existing plans and studies for the City as a whole, as well as the City's special planning areas. All existing conditions, outreach, and market will be pulled into an Issues and Opportunities Report (IOR) and reviewed with staff and committees. This will include an audit of the prior comprehensive plan to determine what goals, strategies, tactics, etc. need to be carried forward into the Plan Update.
- c. The IOR will orient the reader to the community, history, general existing conditions, current and anticipated trends, and demographics of Commerce City.

2. Expectations

a. Meetings

- i. TAC and CAC Meetings

b. Deliverables

- i. Issues and Opportunities Report (IOR) – this report collects and presents information related to the components (1-8) identified below.
 - 1. City and Special Area Studies, Plans, Reports, and Initiatives
 - 2. Existing Land Use and Development
 - 3. Zoning and Development Controls
 - 4. Transportation and Mobility
 - 5. Community Facilities & Infrastructure
 - 6. Cultural and Historic Resources
 - 7. Community Character Assessment
 - 8. Natural Resources, Environmental Features, and Open Space
- ii. Staff Review

3. Key Staff

- a. John Houseal, Principal-in-Charge, Houseal Lavigne
- b. Josh Koonce, Project Manager, Houseal Lavigne

- c. Jessica Fields and Sagar Onta, Toole Design
 - d. Eli Farney, JR Engineering
 - e. Benjamin Recker, Tetra Tech
- v. Step 5: Community Vision
 - 1. Description
 - a. This step will include the creation of a community vision and detailed goals, objectives, and core principals. A community-wide visioning charrette, open to all residents and stakeholders, will be conducted that invites the community to put pen to paper and illustrate their vision for the future of Commerce City. At the visioning charrette, a Spanish-speaking translator will be in attendance specifically to assist Spanish-speaking small groups. During the report out session, the translator will work with the groups to present their vision along with the other attendees. The purpose of this step will be to establish an overall, cohesive “vision” for the City of Commerce City that can provide focus and direction for subsequent planning activities, serve as the “cornerstone” of the consensus building process, identify a path for growth and investment, and ensure the Plan is responsive to the needs and aspirations of the community. Building upon the Vision Charrette and previous steps in the planning process, a Vision Statement, Goals, Objectives, and Core Principles will be developed.
 - 2. Expectations
 - a. Meetings
 - i. Visioning Workshop/Community Charrette (including interpreter services)
 - ii. City Council/Planning Commission Visioning Workshop
 - b. Deliverables
 - i. Community Vision Statement and Priority Planning Topics
 - ii. Goals, Objectives, Core Principles
 - iii. Staff Review
 - 3. Key Staff
 - a. John Houseal, Principal-in-Charge, Houseal Lavigne
 - b. Josh Koonce, Project Manager, Houseal Lavigne
- vi. Step 6: Subarea Plans
 - 1. Description
 - a. Some areas of the City are more susceptible to development pressure and are more likely candidates for change, development, and investment in the near future. Working with City, SWG, TAC, and CAC, the Contractor will identify areas in

need of more detailed planning efforts to better guide focused attention and investment. Up to three (3) areas will be identified for the development of more detailed Subarea Plans. A subarea could include corridors or gateways in addition to the more traditional neighborhoods associated with subarea plans. A subarea visioning charrette, which will also feature a Spanish-speaking interpreter, will focus outreach as a basis for community discussion.

2. Expectations

a. Meetings

- i. Subareas Visioning Charrette (including interpreter services)
- ii. SWG Review
- iii. CAC and TAC Review Meetings
- iv. Community Open House

b. Deliverables

- i. Preliminary Subareas Plan Drafts

3. Key Staff

- a. John Houseal, Principal-in-Charge, Houseal Lavigne
- b. Nik Davis, Principal, Houseal Lavigne
- c. Josh Koonce, Project Manager, Houseal Lavigne
- d. Subconsultants dependent on characteristics of identified subareas

vii. Step 7: Preliminary City-Wide Plans and Policies (Core Elements)

1. Description

- a. This step will entail the preparation of preliminary City-Wide Plans for core elements of the comprehensive plan. These plan components will provide the “core” for the new Comprehensive Plan and will reflect outreach activities and the City’s vision, goals, and objectives. Elements will be highly illustrative, and visually compelling, consisting of concise well-written text, maps, graphics, photos, illustrations, and more to ensure an attractive, user-friendly, responsive, and effective plan document. Working meetings will be conducted to review draft core elements before preparing the draft plan document. Sustainability, although not its own element, will be a connecting theme running through each element of the plan document identified below
- b. The Plan Update shall consider not only the boundary limits of Commerce City, but also contiguous land uses and issues with adjacent entities such as Stapleton, DIA, and Barr Lake. As appropriate for the elements identified below, the Contractor

shall identify any pertinent commonalities with those municipalities and recommend specific opportunities and methods to partner and cooperate with governments. When necessary, representatives from adjacent municipalities will be contacted to obtain information.

c. Introduction/Background

- i. Contractor will also describe the public participation and feedback processes. Include the techniques to identify and engage key participants, level of participation, number of meetings, interviews, etc. Also list and summarize the results of the public participation process including major areas of consensus and dissent.
- ii. Contractor will provide an orientation to the reader on the framework of the document.

2. Expectations

a. Meetings

- i. SWG Meeting
- ii. SAC and CAC Meetings

b. Deliverables – Steps below are the core elements of the plan, building on the existing conditions analysis delivered in the IOR. These will be presented cohesively so that no single element will exist in a vacuum. For each of the following Steps, Key connected Plan Elements are provided to illustrate this cohesiveness in the final plan structure. While each step will be completed, in the final plan structure some steps may be combined in a single chapter for cohesion and readability of the plan document.

- i. Land Use and Growth – This foundational step presents future land use designations for all areas of the city and its planning jurisdiction, identifying land use intensity, development type and characteristics, typical densities, and location for future growth and development.
 1. This element will illustrate approximate past, current, and anticipated population density, past and future development trends, and the areas of land available for new development and potential redevelopment, with special emphasis on airport-related development. This will include a strategy for the evaluation of future annexations to reach build out.
 2. Key connected elements: As the cornerstone of the Comprehensive Plan, this step includes the

future land use map and sets the stage for all deliverable plan elements in steps 7b-7m.

- ii. Economic Development – This step provides recommendations and implementation strategies to strengthen employment, job creation, and provide and grow a diverse and thriving tax base. This element will set the stage for Economic Development Strategic Plan update.
 - 1. Key connected Plan Elements: Fiscal Stability; Redevelopment/Reinvestment
- iii. Fiscal Stability – This step will include an in-depth fiscal impact analysis of the proposed future land use plan. The analysis will include two to three different development scenarios to ensure positive impact to the City. It will also include recommendations for maintaining a balanced growth pattern and maximizing efficiency in infrastructure and service delivery.
 - 1. Key connected Plan Elements: Public Facilities and Infrastructure; Redevelopment/Reinvestment
- iv. Housing and Neighborhoods – This step will focus on the protection of residential areas from commercial encroachment, seek to strengthen the character and appeal of neighborhoods, and promote and accommodate the growth of the residential population.
 - 1. This element will address the needs of present residents and those individuals and families anticipated to reside in the City in the future. This element will present strategies to ensure that housing opportunities are provided within diverse high quality neighborhoods that are safe and well planned, with a mix of housing at various densities and price ranges to allow people of all ages and socio-demographic status to enjoy the quality of life in Commerce City. Consideration of accessory dwelling units will be included.
 - 2. Information in this step will tie into City's Housing Plan and recent Housing Assessment and not duplicate efforts.
 - 3. Key connected Plan Elements: Homelessness; Redevelopment/Reinvestment

- v. Redevelopment/Reinvestment – This step will provide guidance on Commerce City's historic City location as a built out industrial community, and create a plan to approach issues such as the subdivision of large interior flag lots, the teardown/rebuild trend, changes in neighborhood character through mixed use development, the rise of rental and multi-family residential units, and other issues pertinent to mature communities. Redevelopment of industrial, institutional, and commercial areas will also be considered.
 - 1. As needed, this step will examine existing and potential future urban renewal areas as well recommend as activities the Urban Renewal Authority should undertake.
 - 2. Key connected Plan Elements: Fiscal Stability; Economic Development
- vi. Transportation – This step focuses on the coordination and optimization of all modes of travel within the City, including vehicular, bicycle, walking, and transit services. The Plan will include specific recommendations for motorized and non-motorized travel, parking, circulation, and linkages between key areas of the City. Complete streets principles will be incorporated as appropriate throughout the element. As a key component of the network, the existing trail network will be reviewed and recommendations for new segments will be made. This step will also examine regional and state-planned large scale transportation projects, if any, in the City.
 - 1. This element will set the stage for the Transportation Plan update and consider the City's Walk Bike Fit Plan.
 - 2. This element will set the stage for updates to the trail network in the Parks, Recreation, and Golf Strategic Plan.
 - 3. Key connected Plan Elements: Appearance/Design; Public Facilities and Infrastructure; Parks, Open Space, and Recreation; Economic Development
- vii. Safety and Resiliency – This step will consider emergency services within the City. Recommendations

regarding safety enhancements and community resiliency will be provided. Building on coordination and outreach conducted with the City's emergency service departments and key districts, such as the Mile High Flood district, this step will better position the community to proactively and reactively respond to natural hazards and events, and to utilize environmentally responsible best practices. Resiliency recommendations will likely also be folded into other elements of the plan where appropriate.

1. Key connected Plan Elements: Public Facilities and Infrastructure; Parks, Open Space, and Recreation; Healthy Community/Wellness
- viii. Homelessness – This step will build off and compliment the recent county-wide plan. It will consider public assistance programs and health and human services could also be considered through a homelessness prevention lens. As applicable, homelessness may be addressed as part of other elements of the plan.
1. Key connected Plan Elements: Housing and Neighborhoods; Healthy Community/Wellness
- ix. Healthy Community/Wellness – This step will prioritize active living and healthy lifestyles. It will articulate the advantages of enhanced pedestrian, bicycle, and transit elements being considered for the City.
1. As applicable, this element will incorporate City's Healthy Eating Active Living committee work and ULI Panel Report on implementing wellness in the built environment.
 2. Key connected Plan Elements: Homelessness; Parks, Open Space, and Recreation and Parks Master Plan.
- x. Parks, Open Space, and Recreation – This step will identify linkages, greenways, environmental protection areas, open space, and parkland (passive and active), and unique and sensitive natural resources. It will evaluate how the land use plan will impact parks, open space, and recreation facilities and services and propose changes that are warranted. It will also examine environmentally sensitive areas and resources.
1. This element will set the stage for the Parks, Recreation, and Golf Strategic Plan update.

2. Key connected Plan Elements: Housing and Neighborhoods; Healthy Community/Wellness; Transportation
- xi. Public Facilities and Infrastructure - This step will identify and inventory public facilities in the City and include recommendations and policies for municipal facilities and services and intergovernmental coordination and cooperation. A focus will be placed on the provision of utilities to serve existing and future land uses and the general proposed location, and capacity of new infrastructure. This step will examine the existing conditions, deficiencies, planned improvements and outlook for accommodating growth over the 20-year planning horizon.
 1. This step will evaluate and project future city facility needs based on City population and development projections.
 - a. Will consider the capacities and conditions of existing facilities provided by City from separate assessment.
 - b. Consider capital and operations and management costs/programs and forecasts to maintain and enhance facilities when appropriate.
 2. Consideration will be given to the City's specific stormwater infrastructure and drainage needs.
 3. This step will be coordinated with the recently updated South Adams County Water and Sanitation District water and sewer system master plans.
 4. Key connected Plan Elements: Safety and Resiliency; Healthy Community/Wellness
 - xii. Appearance/Design - This step will provide a framework of recommendations for improving the overall appearance and character of the City and its many different areas, including its gateways. The Plan will seek to improve the appearance, character, and overall attractiveness of the City and integrate with the City's Historic Preservation Ordinance.
 1. Key connected Plan Elements: Plan Elements: Public Facilities and Infrastructure; Redevelopment/Reinvestment; Transportation

- xiii. Cultural Facilities and Tourism – This step will provide an updated inventory of existing facilities available to the public, including municipal buildings, libraries, public school buildings, fire protection and emergency services facilities, art centers, community or recreation centers, and environmental and cultural resources. Privately-owned facilities that are open to the public will be included in this inventory. This section will also examine local and regional tourism components, as required by State Law, that can benefit the City. It will include strategies to encourage the Arts and culture and further incorporate historical preservation in the community.

- 1. Key connected Plan Elements: Public Facilities and Infrastructure; Redevelopment/Reinvestment; Parks, Open Space, and Recreation

3. Key Staff

- a. John Houseal, Principal-in-Charge, Houseal Lavigne
- b. Nik Davis, Principal, Houseal Lavigne
- c. Josh Koonce, Project Manager, Houseal Lavigne
- d. Jessica Fields and Sagar Onta, Toole Design
- e. Eli Farney, JR Engineering
- f. Benjamin Recker, Tetra Tech

viii. Step 8: Comprehensive Plan Document and Adoption

1. Description

- a. Based on the previous steps in the planning process, the draft and final versions of the Comprehensive Plan document will be prepared and presented for review and consideration, by the Consultant, as part of the adoption process.

2. Expectations

a. Meetings

- i. SWG, CAC, SAC Meetings
- ii. Community Presentation and Open House
- iii. Final Comprehensive Plan to the Planning Commission (Public Hearing)
- iv. Final Comprehensive Plan to City Council

b. Deliverables

- i. Prepare Draft Comprehensive Plan
- ii. Staff Review of Draft Comprehensive Plan

3. Key Staff

- a. John Houseal, Principal-in-Charge, Houseal Lavigne

- b. Josh Koonce, Project Manager, Houseal Lavigne

B. Transportation Master Plan Update (TPU) (at City's Option)

- I. General Requirements/Approach to Services
 - i. Contractor will develop and deliver a professional plan that shall cover the entire City within the defined future growth boundary. The plan will address all modes of travel: vehicles, transit and bicycle and pedestrian. It shall address connectivity within each modal system and between systems. Several plans exist for various parts of the City, but there is not one all-inclusive plan to guide the City. These existing plans, including the existing Transportation Plan (2010) shall be reviewed and incorporated into the new comprehensive plan as determined by the team. Additional sub-plans that will be provided shall be reviewed and taken into consideration as well.
 - ii. The "*City of Commerce City, City-Wide Transportation Master Plan*" is intended to provide renewed direction for Commerce City's transportation network. The transportation network is a system of planned and improved vehicular, bicycle, pedestrian and bus facilities that will assure residents, workers, and visitors high-quality mobility and access for all their travel needs. The plan will help staff and elected officials make many decisions about the future land use and transportation for the city. The Master Plan will build upon the objectives in the City's existing plans, by reassessing the City's existing network, revising the inventory to acknowledge recent improvements, and determine present necessities as well as identify unrealized opportunities. This is a long-term plan, representing a 15 to 20 year vision for city-wide transportation. As with previous plans, interested and engaged members of the community shall be directly involved with the development of this Master Plan.
- b. Transportation Master Plan Update [Steps]
 - i. Step 1: Project Management
 - 1. Description - The purpose of Step 1 is to ensure the project is managed effectively and fully coordinated with City staff and departments involved in the TPU.
 - 2. Expectations
 - a. Meetings
 - i. Kickoff meeting with City staff
 - ii. Bi-weekly coordination calls/meetings and notes
 - b. Deliverables
 - i. Kickoff meeting notes
 - ii. Draft and final work plan
 - iii. Monthly invoices and progress reports
 - ii. Step 2: Vision and Goals Confirmation
 - 1. Description - The Comprehensive Plan Update project is anticipated to include extensive visioning sessions with various stakeholders, including CAC, TAC, and the public. These sessions will establish a 25-year vision for city's growth, including the transportation vision.
 - a. As part of the TPU update, the project team will dive deeper into the City's transportation vision, confirm that they are in line

with the overall vision with the City and establish goals and strategies to effectively implement the vision.

2. Expectations

a. Meetings

- i. Two council work sessions
- ii. Six TAC and CAC meetings
 1. The TAC will include CDOT, E-470 Authority, RTD, DRCOG and other identified outside agencies.
- iii. Two Public Meeting
 1. The first meeting will introduce the project, seek to establish a collaborative vision for and goals of the project, and seek to understand existing transportation opportunities and barriers. The main purpose of the public meeting will be to understand community values and establish a vision and goals for the TPU.
 2. Draft project and policy recommendations will be presented at the second public meeting for the public's review.

b. Deliverables

- i. Online Survey
- ii. Community Engagement Plan
- iii. Community Engagement Summary
- iv. Draft and Final Modal Goals
- v. Draft and Final Implementation Strategies

iii. Step 3: Transportation Systems Evaluation

1. Description - The purpose of Step 3 is to review relevant plans and policies, acquire necessary traffic, crash, and multimodal data, and assess the current and future transportation system. In addition to utilizing updated traffic model from DRCOG, the Contractor will use Big Data that utilizes anonymized cell phone/GPS data to determine the origin and destination of travelers within and outside of the City. The Contractor will also use Bicycle Network Analysis (BNA) tool to identify low-stress bicycle connection between destinations in the City. The Contractor will identify critical gaps in the transportation network in order to establish an efficient network. As such, the Contractor will conduct an analysis to identify critical connections between different areas in the City to improve multimodal mobility. With this information and other modal analysis results in hand, the Contractor will work with the City to develop a TPU that addresses Commerce City' unique needs and goals.
2. Expectations
 - a. Meetings

- i. n/a
 - b. Deliverables
 - i. Data request spreadsheet
 - ii. Maps, table, and charts of the Modal Analysis Results, including crash analysis results
- iv. Step 4: Project Development
 - 1. Description - The primary focus of Step 4 is to develop the policy and project recommendations of the TPU, based on transportation systems analysis, community input, and coordination with City staff, TAC and CAC. In this step, the Contractor will review Adams County functional classifications and work with SWG to determine whether it is necessary to update them or further classify city owned streets that closely corresponds to adjacent land-use, etc. The policy and project recommendations will be linked to specific goals of the City.
 - a.
 - 2. Expectations
 - a. Meetings
 - i. n/a
 - b. Deliverables
 - i. Updated roadway classification GIS layer and mapping
 - ii. Transportation project GIS layers, mapping, cost estimates, and lists
 - iii. Transportation policy and programs
- v. Step 5: Project Prioritization
 - 1. Description - The intent of Step 5 is to develop an implementation plan to guide the City's decision-making in the short-term and long-term. This step will assist the City and its partners in selecting, funding, and implementing the transportation projects identified in Step 4.
 - 2. Expectations
 - a. Meetings
 - i. n/a
 - b. Deliverables
 - i. Transportation project prioritization GIS layers, mapping, and lists
 - ii. Implementation strategy
- vi. Step 6: Documentation
 - 1. Description - The purpose of Step 6 is to tie together the findings and feedback from the previous steps into a TPU that is data-driven, practical, and visionary. The TPU will be heavily influenced by the understanding and information gained through public and stakeholder engagement, data analysis, and implementation considerations unique to Commerce City.
 - a. Plan Elements
 - i. Vehicle Element

1. Utilize the latest traffic model from the Denver Regional Council of Governments (DRCOG). Modeling will include Traffic Area Zones (TAZ) which are more detailed than those included in the DRCOG model. TAZ's will be developed with assistance from the City. Big Data that utilizes anonymized cell phone/GPS data to determine the origin and destination of travelers within and outside the City will also be used.
2. All arterial roadways including state highways within the defined Ultimate Growth Boundary of the City are to be included.
3. Additional roadways to be included are East 56th, 60th, 64th, and 72nd Avenues, Colorado Boulevard and Rosemary Street.
4. Other roadways may be added as discussed and determined to be important by the team.
5. Current roadway cross sections for principal and minor arterials, major and minor collector shall be evaluated for further revision based upon this plan.

ii. Transit Element

1. Transit element shall be designed to both meet the needs of those who are transit-dependent and to increase ridership by vehicle owners who choose transit. It shall be consistent with the policies of the Transit Element of the DRCOG (2035) Metro Vision Regional Transportation Plan. Productivity analysis of existing transit routes within the City.
2. Suggestions for route service changes such as restructuring, service frequency and/or promotion.
3. Identification of gaps in service and recommendations for future additional routes, with an emphasis on:
 - a. Identified zones near the intersection of Colorado Boulevard/I-270 with a concentration of entry-level employment;
 - b. Providing safe and convenient interconnections between bus stops/rapid transit stations and bicycle and pedestrian facilities; and
 - c. Enhancing transit-oriented development.

4. Recommendations for roadway design and land use policy considerations to improve transit mode share in the City.
5. Modifications that may be identified to the existing bus routes and stop locations.
6. Recommendations for future additional routes and stop locations.

iii. Bicycle Element

1. To the extent practical, the elements shall be consistent with the facility planning and design policies of the Pedestrian and Bicycle Element of the DRCOG (2035) Metro Vision Regional Transportation Plan.
2. Review and compilation of all existing bicycle route and trail plans (local and regional) that are relative to the City.
3. Inventory of bicycle traffic control devices and issues.
4. An analysis of crash statistics such as number and location (midblock, intersection, street, path, etc.)
5. Identify missing links, with emphasis on activity centers and other major destination points.
6. Recommendations for roadway design and land use policy considerations to improve bicycle and pedestrian mode share in the City. Utilize Bicycle Network Analysis (BNA) tool to identify low-stress bicycle connection between destinations in the City.

iv. Pedestrian Element

1. Review and compilation of all existing City sidewalks and planned improvements, and pedestrian trail system plans (local and regional) relative to the City.
2. Inventory of pedestrian traffic control devices and issues.
3. An analysis of crash statistics such as number and location (midblock, intersection, street, path, etc.)
4. Identify missing links, with an emphasis on activity centers and other major destinations.
5. Bicycle and Pedestrian elements may be combined if the needs of each mode are clearly identified.

2. Expectations

- a. Meetings
 - i. Public open house
 - ii. Presentation to City Council
 - b. Deliverables - All elements of the City-Wide Transportation Master Plan shall be presented in report format that includes narratives, maps, and tables.
 - i. Draft TPU
 - ii. Revised draft TPU
 - iii. Final TPU
 - vii. Step 7: Transportation Master Plan Document and Adoption
 - 1. Description
 - a. Based on the previous steps in the planning process, the Transportation Master Plan document will be prepared and presented for review and consideration as part of the adoption process.
 - 2. Expectations
 - a. Meetings
 - i. Transportation Master Plan to the Planning Commission (Public Hearing)
 - ii. Transportation Master Plan to City Council
 - b. Deliverables
 - i. Prepare Draft Transportation Master Plan
 - ii. Staff Review of Draft Transportation Master Plan
 - 3. Key Staff
 - a. John Houseal, Principal-in-Charge, Houseal Lavigne
 - b. Josh Koonce, Project Manager, Houseal Lavigne
 - c. Jessica Fields and Sagar Onta, Toole Design
 - d. Eli Farney, JR Engineering

C. Economic Development Strategic Plan Update (at City's Option)

- m. General Requirements/Approach to Services
 - i. Contractor will develop and deliver a professional plan that shall cover the entire City within the defined future growth boundary. The plan will address the following elements of economic development: business recruitment, retention and expansion, small business development, talent attraction and strategies. The plan shall also address potential attraction strategies for foreign direct investment. Several past plans and current regional economic development plans and/or strategies exist. These plans shall be reviewed for continuity with the new strategic plan as determined by the team.
 - ii. Economic development encompasses many things. The 5-Year Economic Development Strategic Plan is intended to provide a targeted economic development strategy for Commerce City that helps policy makers, employees and resources stay focused and committed.
- n. Establish Methodology

- i. Description
 - 1. Kick-off with City staff to discuss the project scope, schedule, and deliverables.
- ii. Expectations
 - 1. Definition of approach and the next phases of the analysis to include:
 - a. Local and regional data collection to support the next phases, including economic, demographic, workforce, and industry information, for analysis.
 - b. SWOT Analysis
 - 2. Meetings
 - a. Outreach with Stakeholder interviews and/or focus groups. The consultant shall lead discussion(s) with key industry, business community, economic development representatives, including City staff to help identify factors that may impact analysis, outcomes, and deliverables.
 - 3. Deliverables
 - a. Establish/confirm economic development goals
 - b. Work with City staff on refining work plan and establishing expected outcomes
- o. General Requirements/Approach to Services Growth Industries & Employment Sectors
 - i. Description
 - 1. Base analysis of existing industries (1) in Commerce City and (2) in the region to identify the sectors and industries that are poised for growth and quantify the City's ability to capture a proportionate share of the market for growing industries.
 - ii. Expectations
 - 1. Assessment of trends, drivers and challenges affecting existing industries
 - 2. Identify commuting patterns and impact on existing and potential industries
 - 3. Historical employment trends and forecasts
 - 4. Provide recommendations to expand support to existing industries.
 - 5. Provide recommendations to support entrepreneurs and small businesses
 - 6. Meetings
 - a. Key industry executive engagement as defined in Task 2a.
- p. Targeted Industries & Businesses
 - i. Description
 - 1. Recommendation of targeted industries, including marketing strategies for targeted industries, and analysis of ability to attract defined business types to specific sites, and the City as a whole. This will be based on analysis of growth in particular industries and employment.
 - ii. Expectations
 - 1. Identify potential industry linkages to support both existing and targeted industries.
 - 2. Update the targeted industry marketing and business attraction strategy for targeting all desired/supportable industries.

3. Develop strategies that enhance Commerce City as a preferred location for business.
- q. Targeted Retail & commercial Uses
- i. Description
 1. Conduct analysis of market dynamics to demonstrate potential demand.
 - ii. Expectations
 1. Examine local site capacity for specific areas, and the City as a whole.
 2. Update, where applicable, the business attraction strategy for targeting desired/supportable retail businesses.
 3. Outline evolving changes in retail environment and potential impact on Commerce City.
 4. Identification of targeted businesses based on potential impact of existing and future development.
 5. Develop strategies that enhance Commerce City as a preferred location for business.
- r. Strategies & Implementation
- i. Description
 1. The strategy will include best practices and recommendations for talent development/attraction; entrepreneurial growth; attracting foreign direct investment; business incentives/assistance programs.
 - ii. Expectations
 1. Develop a set of strategic actions and tasks that Commerce City can implement over the next five years to help reach the goals identified above, in Section 1. These actions could consider and include the following as part of the plan:
 - a. Policy, program, and/or resource recommendations
 - b. An implementation matrix, including implementation techniques, timeline, and sequencing of actions necessary to facilitate desired economic development initiatives
 - c. Key economic indicators to track
 - d. Comprehensive lists of potential development tools, incentives, funding sources and programs (those currently in place and new programs/initiatives)
 - e. Identification of potential investment areas within the City and growth areas
 - f. Highlight individual roles and responsibilities (both public and private)
 - g. General administration and follow-up
- s. Administration & Oversight
- i. Description
 1. Provide plan details, including metrics, to continue to best track/monitor, assess progress and effectiveness of strategies, and best measure the success achieved by implementing plan elements.
 - ii. Expectations
 1. Outline roles and responsibilities for City staff and officials.
 2. Identify opportunities for the City to create on-going mechanisms for marketing and business development.
- t. Economic Development Strategic Plan Update

- i. Description
 - 1. Based on the previous steps in the planning process, the Economic Development Strategic Plan document will be prepared and presented for review and consideration as part of the adoption process.
- ii. Expectations
 - 1. Meetings
 - a. Economic Development Strategic Plan to the Planning Commission (Public Hearing)
 - b. Economic Development Strategic Plan to City Council
 - 2. Deliverables
 - a. Prepare Draft Economic Development Strategic Plan
 - b. Staff Review of Draft Economic Development Strategic Plan
- iii. Key Staff
 - 1. John Houseal, Principal-in-Charge, Houseal Lavigne
 - 2. Dan Gardner, Principal, Houseal Lavigne
 - 3. Josh Koonce, Project Manager, Houseal Lavigne

D. Parks, Recreation and Golf Master Plan (at City's Option)

- u. General Requirements/Approach to Services
 - i. Contractor will develop and deliver a professional plan that shall cover the entire City within the defined future growth boundary. The plan will address parks, trails, open space, recreation, and golf. Though the title of the plan does not include trails and open space, they shall be included under the "parks" category. Several plans exist for various parts of the City, but there is not one all-inclusive plan to guide the City. These existing plans, including the Parks and Recreation Master Plan (1994), the Prairieways Action Plan (1999), the Strategic Plan for Recreation Programs, Services and Facilities (2007), and the Buffalo Run Golf Course Strategic Master Plan (2014) shall be reviewed and incorporated into the new comprehensive plan as determined by the team. Additional sub-plans that will be provided shall be reviewed and taken into consideration as well.
 - ii. The "*City of Commerce City Parks, Recreation and Golf Master Plan*" is intended to provide renewed direction for Commerce City's park, recreation, and golf facilities system. The Master Plan will build upon the objectives in the City's existing plans, by reassessing the City's parks, recreation, and golf facilities, revising the inventory to acknowledge recent acquisitions and improvements, and determine present necessities as well as identify unrealized opportunities. This is a long-term plan, representing a 15 to 20 year vision for parks, recreation, and golf. As with previous plans, interested and engaged members of the community shall be directly involved with the development of this Master Plan.
 - iii. This Master Plan shall preserve and expand upon the City's approach of providing well-managed and diverse parks, recreation and golf facilities that

serve a range of interests and integrate ideas and engage support from community groups, organizations, and stakeholders.

v. Parks, Recreation and Golf Master Plan [Steps and Core Elements]

i. Step 1: Project Initiation & Community Outreach

1. Description - The first step in the proposed planning process is focused upon gaining a full understanding of Commerce City's parks, recreation, and golf system from Parks, Recreation, and Golf staff, the City's recreational affiliates, City residents and others.

2. Expectations

a. Meetings

i. 1a: Parks, Recreation and Golf Department Staff Kick-Off

ii. 1b: Community P, R & G Workshop

1. Community workshop to help identify public preferences and community needs for parks, recreation, and golf facilities and to ensure an adequate amount of public input is received.

iii. 1c: Stakeholder Interviews and Focus Groups (up to eight meetings conducted in one trip or subsequently via telephone)

1. The consultant shall lead discussions key stakeholders to examine the existing challenges and potential solutions for the future of parks, recreation, and golf facilities in the City of Commerce City.

b. Deliverables

i. 1d: Interactive Project Website (featuring map.social)

ii. 1f: Online resident and user group questionnaires

ii. Step 2: Inventory of Existing Parks and Recreation

1. Description - This step will include the analysis of existing conditions within the City's Parks, Recreation, and Golf system, including all open spaces and trails. It is based on information provided by the Parks, Recreation and Golf Department, as well as reconnaissance, surveys, inventories, and analyses to be undertaken by the consultant. It is anticipated that the Contractor could combine much of the work identified in this step with inventorying and analysis yet to be completed as part of the Contractor's work on the Comprehensive Plan and process, providing a substantial economy of scale to the City.

a. Work completed in this step:

i. 2a: Review Existing Studies, Plans and Reports

1. Existing plans to be reviewed and consolidated:

- a. Parks and Recreation Master Plan (1994)
 - b. Prairieways Action Plan (1999)
 - c. The city's parks, trails and open space master plan focusing mainly on the northern portion of the city
 - d. Strategic Plan for Recreation Programs, Services and Facilities (2007)
 - e. Buffalo Run Golf Course Strategic Master Plan (2014)
 - 2. Sub-plans and assessments that should be referenced and used as guiding documents:
 - a. Second Creek Greenway Master Plan
 - b. Emerald Strands
 - c. South Platte River Corridor Heritage Plan
 - d. Walk Bike Fit
 - e. Commerce City Athletic Fields Study (October 2019)
 - f. GRASP (Geo-referenced Amenities Standards Program) Inventory, Assessment, & Analysis Findings Report (November 2016)
 - ii. 2b: Existing Open Space Inventory
 - iii. 2c: Needs Assessment Survey
 - iv. 2d: Existing Recreation Facilities & Programs Assessment
 - v. 2e: Existing Golf Facilities and Programs Assessment
 - vi. 2f: Existing Trails Inventory and Assessment
- 2. Expectations
 - a. Meetings
 - i. 2g: Parks, Recreation and Golf Staff Meeting
 - b. Deliverables
 - i. n/a
- iii. Step 3: Goals, Objectives, Service Areas, and Standards
 - 1. Description - This step will include the development of goals and objectives, neighborhood service areas, and parks, recreation, and golf standards. Combined, these tasks will create the foundation for plans and recommendations that will address parks, open space recreation, golf and trails needs today and in the future.
 - 2. Expectations
 - a. Meetings
 - i. n/a

- b. Deliverables
 - i. 3a: Goals and Objectives
 - ii. 3b: Benchmarking & Performance
 - iii. 3c: Neighborhood Service Areas and Population Standards
 - iv. 3d: Trails Analysis and Master Plan
 - v. 3e: Recreation Analysis and Plan
 - vi. 3f: Golf Plan
 - iv. Step 4: Draft Plans & Recommendations
 - 1. Description - The last step in the master planning process is the creation of a Draft Parks, Recreation and Golf Master Plan, also addressing open space and trails. The Draft Master Plan will be presented to Parks, Recreation and Golf Department staff for their review and comment prior to it being presented to the City Council and the general public.
 - 2. Expectations
 - a. Meetings
 - i. 4b: Staff Review
 - ii. 4c: Open House
 - iii. 4d: Presentation to the City Council
 - b. Deliverables
 - i. 4a: Draft Parks and Recreation Strategic Master Plan - All elements of the Parks, Recreation and Golf Master Plan shall be presented in report format that includes narratives, maps, and tables. This deliverable cohesively combines all previous interim deliverables and includes step 4b: Staff Review prior to open house and City Council.
 - v. Step 5: Parks, Recreation and Golf Master Plan
 - 1. Description
 - a. Based on the previous steps in the planning process, the Parks, Recreation and Golf Master Plan document will be prepared and presented for review and consideration as part of the adoption process.
 - 2. Expectations
 - a. Meetings
 - i. Parks, Recreation and Golf Master Plan to the Planning Commission (Public Hearing)
 - ii. Parks, Recreation and Golf Master Plan to City Council
 - b. Deliverables
 - i. Prepare Draft Parks, Recreation and Golf Master Plan
 - ii. Staff Review of Draft Parks, Recreation and Golf Master Plan

3. Key Staff

- a. John Houseal, Principal-in-Charge, Houseal Lavigne
- b. Josh Koonce, Project Manager, Houseal Lavigne
- c. Devin Lavigne, Principal, Houseal Lavigne
- d. Benjamin Recker, Tetra Tech



MAY 15, 2020

COST PROPOSAL & TIMELINE

COMPREHENSIVE PLAN | TRANSPORTATION MASTER PLAN | ECONOMIC
DEVELOPMENT STRATEGIC PLAN | PARKS, RECREATION & GOLF MASTER PLAN

CITY OF COMMERCE CITY, COLORADO

This Cost Proposal identifies the professional service fees, direct expenses, and hourly rates for the contracted scope of work for the City of Commerce City for preparation and delivery of the Comprehensive Plan Update; Transportation Master Plan; Economic Development Strategic Plan; and Parks, Recreation and Golf Plan. The cost proposal reflects scope revisions based on discussion, feedback, and direction from city staff, particularly regarding Spanish language outreach, an amplified sustainability component, and a reevaluation of utility infrastructure and facilities analysis and housing analysis, in addition to clarification/refinement of previously identified scope tasks.

Additionally, this proposal reflects further evaluation of city facilities based on population and development projects, and capacity and conditions of existing facilities, as requested by the City. This further evaluation will be conducted in Steps 4 and 7 of the Comprehensive Plan Update.

A timeline/schedule is also provided for each of the identified planning projects, along with a Work Plan Flow Chart showing the collective delivery of the four projects. The Flow Chart is for illustrative purpose and is intended to show the general timing and coordination of individual projects with regard to one another.

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Comprehensive Plan Cost Proposal

The tables below outline fees, hourly rates for our Project Team's key personnel, and hours of total staff time. The professional fees to complete the Comprehensive Plan assignment total **\$299,936** and include anticipated direct project-related expenses, as well as all travel, printing, copies, presentation materials, mileage, etc.

The tables below are for exhibit purposes only. The budget table outlines approximate hours and fees for each step. The final row of the budget table is the only not-to-exceed total.

Tasks:	Man Hours	Fee
COMPREHENSIVE PLAN		
Step 1: Project Initiation	72	\$11,620
Step 2: Outreach and Community Engagement*	269	\$33,225
Step 3: Market and Demographic Analysis	110	\$14,350
Step 4: Existing Conditions Analysis	423	\$60,020
Step 5: Community Vision, Goals, and Objectives*	152	\$21,826
Step 6: Subarea Plans	304	\$41,355
Step 7: Preliminary City-Wide Plans and Policies	625	\$82,150
Step 8: Comprehensive Plan Documents and Adoption	142	\$19,030
Subtotal Cost (excluding direct expenses)	2097	\$283,576
Direct Expenses		\$16,360
Not-To-Exceed Total		\$299,936

* Includes additional hours and fees for interpretation and translation services; and additional City Council/Planning Commission Visioning Workshop outlined in contract scope.

Key Personnel

John Houseal, Principal-in-Charge, Houseal Lavigne
 Josh Koonce, Project Manager, Houseal Lavigne
 Jessica Fields and Sagar Onta, Toole Design
 Eli Farney, JR Engineering
 Benjamin Recker, Tetra Tech

Hourly Rates	
HOUSEAL LAVIGNE	
Principal	\$185-\$205
Principal Associate	\$160
Senior Associate	\$145
Associate I/II	\$110-\$120
TOOLE DESIGN	
Principal/Lead	\$200
Senior Engineer	\$185
Project Planner	\$151
Senior Planner	\$145
Planner	\$122
Project Engineer	\$156
JR ENGINEERING	
Principal/Manager	\$175
Project Lead	\$140
Engineer	\$115
TETRA TECH	
Principal	\$251-\$287
Senior Engineer	\$218
Senior Planner	\$173-183
Sustainability Planner	\$140
Planner	\$75
LANGUAGE ACCESS LLC	
Interpretation Services	\$70
Translation Services	Billed per word count

Transportation Master Plan Cost Proposal

The tables below outline fees, hourly rates for our Project Team's key personnel, and hours of total staff time to complete the Transportation Plan Update for the City of Commerce City. The professional fees to complete the Transportation Master Plan assignment total **\$195,011** and include anticipated direct project-related expenses, as well as all travel, printing, copies, presentation materials, mileage, etc.

The tables below are for exhibit purposes only. The budget table outlines approximate hours and fees for each step. The final row of the budget table is the only not-to-exceed total.

Tasks:	Man Hours	Fee
TRANSPORTATION MASTER PLAN		
Step 1: Project Management	72	\$11,784
Step 2: Vision and Goals Confirmation*	285	\$40,297
Step 3: Transportation System Evaluation	394	\$64,380
Step 4: Project Development	92	\$24,061
Step 5: Project Prioritization	56	\$7,562
Step 6: Transportation Plan Documents	225	\$32,856
Subtotal Cost (excluding direct expenses)	1124	\$180,940
Direct Expenses		\$14,071
Not-To-Exceed Total		\$195,011

* Includes additional hours and fees for interpretation and translation services

Key Personnel
John Houseal, Principal-in-Charge, Houseal Lavigne
Josh Koonce, Project Manager, Houseal Lavigne
Jessica Fields and Sagar Onta, Toole Design
Eli Farney, JR Engineering

Hourly Rates	
HOUSEAL LAVIGNE	
Principal	\$185-\$205
Principal Associate	\$160
Senior Associate	\$145
Associate I/II	\$110-\$120
TOOLE DESIGN	
Principal/Lead	\$200
Senior Engineer	\$185
Project Planner	\$151
Senior Planner	\$145
Planner	\$122
Project Engineer	\$156
JR ENGINEERING	
Principal/Manager	\$175
Project Lead	\$140
Engineer	\$115
LANGUAGE ACCESS LLC	
Interpretation Services	\$70
Translation Services	Billed per word count

Economic Development Strategic Plan

Cost Proposal

The tables below outline fees, , hourly rates for our Project Team’s key personnel, and hours of total staff time to complete the Economic Development Strategic Plan for the City of Commerce City. The professional fees to complete the EDSP assignment total **\$76,222** and include all anticipated direct project-related expenses, as well as all travel, printing, copies, presentation materials, mileage, etc.

The tables below are for exhibit purposes only. The budget table outlines approximate hours and fees for each step. The final row of the budget table is the only not-to-exceed total.

Tasks:	Man Hours	Fee
ECONOMIC DEVELOPMENT STRATEGIC PLAN		
Step 1: Establish Methodologies	16	\$2,600
Step 2: Growth Industries and Employment Sectors	92	\$12,760
Step 3: Targeted Industries & Businesses*	131	\$17,940
Step 4: Targeted Retail & Commercial Uses	96	\$13,320
Step 5: Economic Development Strategies & Implementation	140	\$19,900
Step 6: Administration & Oversight	40	\$6,120
Subtotal Cost (excluding direct expenses)	515	\$72,640
Direct Expenses		\$3,582
Not-To-Exceed Total		\$76,222

* Includes additional hours and fees for interpretation and translation services

Hourly Rates	
HOUSEAL LAVIGNE	
Principal	\$185-\$205
Principal Associate	\$160
Senior Associate	\$145
Associate I/II	\$110-\$120
LANGUAGE ACCESS LLC	
Interpretation Services	\$70
Translation Services	Billed per word count

Key Personnel

John Houseal, Principal-in-Charge, Houseal Lavigne

Dan Gardner, Principal, Houseal Lavigne

Josh Koonce, Project Manager, Houseal Lavigne

Parks, Recreation, and Golf Master Plan

Cost Proposal

The tables below outline fees, hourly rates for our Project Team's key personnel, and hours of total staff time to complete the Parks, Recreation, and Golf Master Plan for the City of Commerce City. The professional fees to complete the Park, Recreation, and Golf Master Plan assignment total **\$145,630** and include anticipated direct project-related expenses, as well as all travel, printing, copies, presentation materials, mileage, etc.

The tables below are for exhibit purposes only. The budget table outlines approximate hours and fees for each step. The final row of the budget table is the only not-to-exceed total.

Tasks:	Man Hours	Fee
PARKS, RECREATION, AND GOLF PLAN		
Step 1: Project Initiation and Outreach*	57	\$8,370
Step 2: Inventory of Existing Parks and Recreation	228	\$30,520
Step 3: Goals, Objectives, Services Areas, and Standards	305	\$43,375
Step 4: Draft Plan Recommendations	435	\$56,925
Subtotal Cost (excluding direct expenses)	1025	\$139,190
Direct Expenses		\$6,440
Not-To-Exceed Total		\$145,630

* Includes additional hours and fees for interpretation and translation services

Key Personnel

John Houseal, Principal-in-Charge, Houseal Lavigne
 Josh Koonce, Project Manager, Houseal Lavigne
 Devin Lavigne, Principal, Houseal Lavigne
 Benjamin Recker, Tetra Tech

Hourly Rates	
HOUSEAL LAVIGNE	
Principal	\$185-\$205
Principal Associate	\$160
Senior Associate	\$145
Associate I/II	\$110-\$120
TETRA TECH	
Principal	\$251-\$287
Senior Engineer	\$218
Senior Planner	\$173-183
Sustainability Planner	\$140
Planner	\$75
LANGUAGE ACCESS LLC	
Interpretation Services	\$70
Translation Services	Billed per word count

Project Timeline

The revised timeline reflects a project kickoff in August 2020. The Work Plan Flow Chart on the following page depicts the timeline with project steps.

COMPREHENSIVE PLAN: AUGUST 2020-OCTOBER 2021

TRANSPORTATION MASTER PLAN: JUNE 2021-AUGUST 2022

ECONOMIC DEVELOPMENT STRATEGIC PLAN: DECEMBER 2021-MAY 2022

PARKS, RECREATION, AND GOLF PLAN: JUNE 2021-JANUARY 2022

Comprehensive Plan



Comprehensive Plan

Step 1: Project Initiation	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • Planning Division Staff Kick-off Meeting and Orientation Tour of City • Staff Working Group (SWG) Meeting • CAC and TAC Project Initiation Meetings • Elected and Appointed Officials “Roundtable” Workshop 	<ul style="list-style-type: none"> • Project management plan • Engagement strategy for SWG, TAC, CAC • Meeting notes and workshop summaries
Step 2: Community Outreach and Engagement	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • Four Community Workshops • Pop-up Engagement • Business Workshop • Up to 12 Key Person Interviews/Focus Group Discussions 	<ul style="list-style-type: none"> • Engagement strategy for public outreach. • Branding and Collateral • Social Media and Traditional Media Content • Interactive Project Website • map.social (an interactive web-based issues mapping platform) • Online Community Questionnaires • Do-it-yourself (DIY) workshop kits (including materials in Spanish) • Meeting notes and workshop summaries
Step 3: Market & Demographic Analysis	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
N/A	<ul style="list-style-type: none"> • Market and Demographic Overview (delivered with IOR)
Step 4: Existing Conditions Analysis	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • TAC and CAC Meetings 	<ul style="list-style-type: none"> • Issues and Opportunities Report (IOR)

Commerce City Project Meetings and Deliverables

Step 5: Community Vision	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • Visioning Workshops/Community Charrette • City Council/Planning Commission Visioning Workshop 	<ul style="list-style-type: none"> • Community Vision Statement and Priority Planning Topics • Goals, Objectives, Core Principles
Step 6: Subarea Plans	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • Subareas Visioning Charrette • SWG Review • CAC and TAC Review Meetings • Community Open House 	<ul style="list-style-type: none"> • Preliminary Subareas Plans
Step 7: Preliminary City-Wide Plans and Policies	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • SWG Meeting • SAC and CAC Meetings 	<ul style="list-style-type: none"> • Land Use and Growth – key plan delivered for discussion and preliminary review
Step 8: Comprehensive Plan Document and Adoption	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • “Public Draft” SWG, CAC, SAC, and Joint Council/Planning Commission Meetings • Community Presentation and Open House • Final Comprehensive Plan to the Plan Commission (Public Hearing) • Final Comprehensive Plan to City Council 	<ul style="list-style-type: none"> • Prepare Draft Comprehensive Plan (collects all steps and elements in a cohesive document) • Staff Review of Draft Comprehensive Plan • Schedule for obtaining input from both Planning Commission and City Council for City approval

NOTE: All deliverables are reviewed by staff before they are made available to the CAC, TAC, or the public.

Transportation Master Plan Update (TPU) (at City's Option)

Step 1: Project Management	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> Kickoff meeting with City staff 	<ul style="list-style-type: none"> Kickoff meeting notes Draft and final work plan Monthly invoices and progress reports
Step 2: Vision and Goals Confirmation	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> Two council work sessions Six TAC and CAC meetings Two Public Meeting 	<ul style="list-style-type: none"> Online Survey Community Engagement Plan Community Engagement Summary Draft and Final Modal Goals Draft and Final Implementation Strategies
Step 3: Transportation Systems Evaluation	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
N/A	<ul style="list-style-type: none"> Data request spreadsheet Maps, table, and charts of the Modal Analysis Results, including crash analysis results
Step 4: Project Development	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
N/A	<ul style="list-style-type: none"> Updated roadway classification GIS layer and mapping Transportation project GIS layers, mapping, cost estimates, and lists Transportation policy and programs
Step 5: Project Prioritization	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
N/A	<ul style="list-style-type: none"> Transportation project prioritization GIS layers, mapping, and lists Implementation strategy
Steps 6 and 7: Documentation and Adoption	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> Public open house Presentation to Planning Commission (Public Hearing) Presentation to City Council 	<ul style="list-style-type: none"> Draft TPU Revised draft TPU Final TPU

NOTE: All deliverables are reviewed by staff before they are made available to the public.

Economic Development Strategic Plan Update (at City's Option)

Step 1: Establish Methodologies	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> Stakeholder interviews and/or focus groups 	<ul style="list-style-type: none"> Establish economic development goals Work plan
Step 2: Growth Industries & Employment Sectors	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> Key industry executive engagement 	<ul style="list-style-type: none"> Deliverables as part of draft plan in step 6
Step 3: Targeted Industries & Businesses	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
N/A	<ul style="list-style-type: none"> Deliverables as part of draft plan in step 6
Step 4: Targeted Retail & Commercial Uses	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
N/A	<ul style="list-style-type: none"> Deliverables as part of draft plan in step 6
Step 5: Strategies & Implementation	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
N/A	<ul style="list-style-type: none"> Deliverables as part of draft plan in step 6
Step 6: Administration & Oversight	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> Economic Development Strategic Plan to the Planning Commission (Public Hearing) Economic Development Strategic Plan to City Council 	<ul style="list-style-type: none"> Prepare Draft Economic Development Strategic Plan Staff Review of Draft Economic Development Strategic Plan

NOTE: All deliverables are reviewed by staff before they are made available to the public.

Parks, Recreation and Golf Master Plan (at City's Option)

Step 1: Project Initiation & Community Outreach	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • Staff Kick-Off • Community Workshop • Stakeholder Interviews and Focus Groups (up to eight) 	<ul style="list-style-type: none"> • Interactive Project Website (featuring map.social) • Online resident and user group questionnaires
Step 2: Inventory of Existing Parks & Recreation	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • Staff Meeting 	N/A
Step 3: Goals, Objectives, Service Areas, & Standards	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
N/A	<ul style="list-style-type: none"> • Goals and Objectives • Benchmarking & Performance • Neighborhood Service Areas and Population Standards • Trails Analysis and Master Plan • Recreation Analysis and Plan • Golf Plan
Steps 4-5: Draft Plans & Adoption	
OUTREACH AND PUBLIC MEETINGS	DELIVERABLES
<ul style="list-style-type: none"> • Staff Review • Open House • Presentation to Planning Commission (Public Hearing) • Presentation to the City Council 	<ul style="list-style-type: none"> • Draft Parks and Recreation Strategic Master Plan

NOTE: All deliverables are reviewed by staff before they are made available to the the public.