

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this 5th day of February 2024 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Kimley-Horn and Associates, Inc, a North Carolina corporation (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Town desires to engage the services of Contractor and Contractor wishes to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor has the background, experience and education to provide the Services. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided, the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through December 31, 2024, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor's duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable published federal, state, and municipal laws and regulations and rules in effect at the time the Services are performed.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Contractor.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities under by this Agreement. Subject to the limitations in Colorado Revised Statutes Section 13-50.5-102, Contractor agrees that it will at all times indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons to the extent caused by the negligent actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause,

by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately. Upon termination, Contractor will be paid for all undisputed invoice amounts. The Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the Town.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT.** As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested as follows:

TO THE TOWN:
Town of Johnstown
Attn: Town Clerk
450 S. Parish Avenue
Johnstown, CO 80534
Email: mlecerf@johnstownco.gov

TO CONTRACTOR:
Kimley-Horn and Associates, Inc
Attn: John Heiberger
6200 S. Syracuse Way #300
Greenwood Village, CO 80111
Email: john.heiberger@kimley-horn.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.03 Force Majeure. Notwithstanding any other provision of this Agreement, the Contractor shall not have liability or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Town, third parties, or governmental agencies.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to

mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

8.12 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.13 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.14 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

8.15 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Matthew LeCerf, Town Manager

Kimley-Horn and Associates, Inc.

By: John Heiberger

Name: John Heiberger

Title: Associate and employee duly authorized to bind Kimley-Horn and Associates, Inc.

STATE OF COLORADO)

) ss

COUNTY OF DENVER)

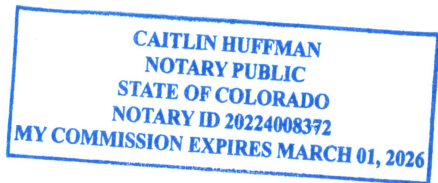
Arapahoe

SUBSCRIBED AND SWORN to before me this 30th day of January, 2024, by John Heiberger as an associate and authorized employee of Kimley-Horn and Associates.

WITNESS my hand and official seal.

My commission expires: March 1, 2026

Caitlin Huffman
Notary Public



**EXHIBIT A
SERVICES**

[Attached]



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REQUEST FOR PROPOSALS

TITLE:

Downtown Johnstown Masterplan Project

ISSUED ON:

Thursday, December 14, 2024

PROPOSALS DUE:

Thursday, January 18, 2024, at 5 PM (MT)



CONTACT:

Sarah Crosthwaite
Economic Development Manager
970-578-9612
SCrosthwaite@Johnstownco.gov



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BACKGROUND:

Downtown Johnstown is in central Johnstown, Colorado, adjacent to the Hwy-60 corridor and 2 miles east of I-25. The project area covers approximately 240 acres including recently annexed property to the north of Parish Avenue/County Road 17. The urban core proper consists of approximately two blocks of retail and service-based businesses along Parish Avenue.

Downtown Johnstown is regarded as the heart of the community and over the last couple of years major investments have been made to reenergize the corridor. Those efforts include the following:

- Primary investor and sponsor of the Johnstown Downtown Development Association (JDDA)
- Completion of the Downtown Branding & Wayfinding Plan which established a downtown brand and design of wayfinding signage including an implementation plan
- Phase 1 of the downtown wayfinding signage plan with Phase 2 expected to start early 2024
- West Parish Avenue alleyway improvements to start early 2024
- Downtown Colorado Inc. (DCI) Cohort Program to establish a redevelopment strategy for existing brownfield sites in downtown, report to be completed early to mid-2024

PROJECT SUMMARY & ISSUES:

The Town of Johnstown is seeking a qualified professional planning firm or consultant to facilitate a community planning process that culminates in the development of a master plan for Downtown Johnstown. The project and final draft of the Downtown Master Plan must be completed and adopted by Town Council no later than July 31, 2024. Firms should not respond if they are unable to meet that deadline as the Town plans to issue a financial feasibility study of the downtown corridor in 2024 which is predicated on the downtown masterplan.

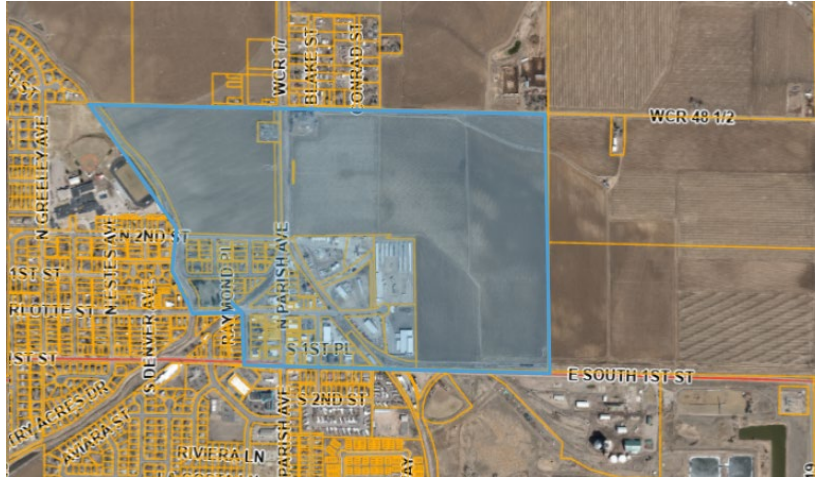
The Town has identified the downtown corridor as a mixed-used activity center within the 2021 adopted Comprehensive Plan. Based on the adopted plan the goal is to “expand the extents of downtown as development and redevelopment near the current core area is proposed, utilizing more urban design standards to encourage an active streetscape and mix of uses”. Planning for future uses and redevelopment in this area is a high priority for the Town since potential development projects are being contemplated. The Town has identified the following issues which should be addressed within the final master plan document:

- Need for a unified vision for downtown that incorporates the newly adopted downtown brand and wayfinding signage
- Physical expansion of downtown, including incremental redevelopment of industrial park and development of newly annexed parcels
- Parking system management
 - Identification of short-, medium-, long-term parking
 - Current and future parking supply/inventory

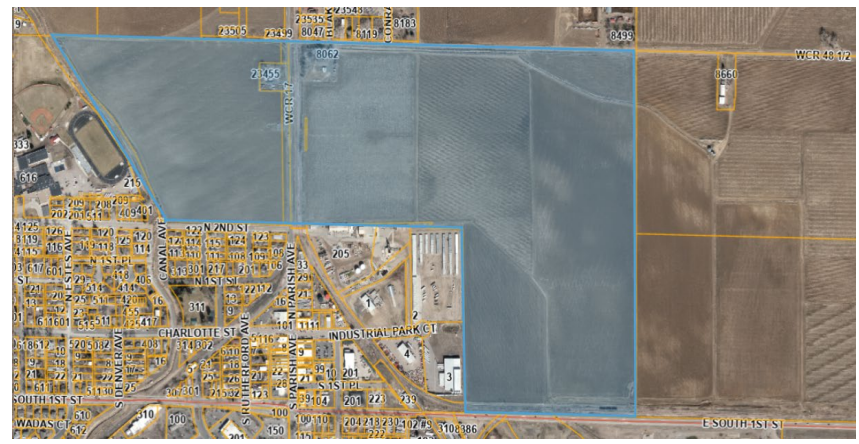
- Aging streetscape / streetscapes not conducive to downtown expansion
- Lack of public spaces downtown
- Lack of outdoor dining
- Lack of pedestrian safety and connectivity
- Event management
- Attraction of retail and entertainment-based businesses that activate the corridor for daytime and nighttime use
- Improvements to East Parish Avenue alleyway
- Creating a traffic detour to minimize heavy vehicle traffic on Parish Avenue

SITE DESCRIPTION:

The exhibit below describes the proposed downtown boundary of the project and will be part of the downtown master plan. Minor changes are expected during the planning stages of the project.



The exhibit below describes the newly annexed property north of Parish Avenue (known collectively as Reid & Held Property)





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SCOPE OF WORK:

- 1) **Project Management:** It is intended that consultant(s) will lead the overall project to ensure that the project objectives are met. However, Town Staff shall support consultant(s) in all aspects of the project. Staff will provide continuous updates to key stakeholders. Additionally, staff will assist in facilitating interactions with appropriate, elected, and appointed officials, internal Town departments, external groups, and other key stakeholders.
- 2) **Public Participation Plan:** The consultant(s) shall be responsible for developing a comprehensive participation program that encompasses the public and stakeholders and incorporates local knowledge and experience. Key to the development and success of the plan, the consultant(s) must facilitate participation and interaction of all stakeholders. The participatory process must also be creatively designed to seek out and involve residents and other stakeholders that are unlikely to participate in a standard workshop style community engagement process. Additionally, the process must ensure that participation is reflective of both the current and future residents. The overall goal of the participatory process is to increase the ownership of the final product. The public participation plan will follow a **“meeting people where they are”** strategy.

Public participation conceptual elements will be developed by the selected consultant. The various design elements will be presented to the community to measure the receptivity to the design features under consideration. These conceptual elements will be modified as necessary, based on feedback from the stakeholders. In addition, data will be gathered and presented as needed to supplement the conceptual elements.

- 3) **Vision and Goal Setting:** The consultant(s) will work with the Town and project stakeholders in developing a broadly supported and achievable vision of the long-term future design and character of the Downtown. The vision and goals should support the newly adopted Downtown Brand and tagline *“Local Grows Here”*.
- 4) **Planning Elements:** At a minimum, the selected firm will be responsible for the following items:
 - Design and Corridor: standards, maps, and renderings of streetscapes and high priority properties.
 - Land Use/Zoning: zoning code language and criteria, creation of potential districts (potentially expanding/reducing districts and district areas), uses allowed, and development process.
 - Economic Vitality: development and review of economic development incentives, business recruitment and retention practices.
 - Infrastructure Assessment: review of current downtown infrastructure to include sidewalks, bicycle facilities, parking, waste collections, water, telecom, electric and gas.



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- **Activation:** ideas and visual concepts for increasing the activation of downtown gather spaces/civic plazas, sidewalks, and storefronts; including building facades, streetscapes, private signage, pedestrian access, parking, and other public amenities.

A final recommendation for a land use plan and highly schematic downtown master plan with associated improvements, implementation strategy and timeline, and potential project cost will be developed by the selected consultant with input from staff at the conclusion of the public participation process. This plan will be presented to the Town Council for adoption; the consultants' presence at one or more of these meetings will be expected.

FOR REFERENCE:

It is highly recommended that interested firms and/or consultants review the following document and webpages to better understand the community and current downtown initiatives.

- Johnstown Downtown Development Association Website
 - <https://www.visitdowntownjohnstown.com/>
- Town of Johnstown Parish Alleyway Improvements Website
 - <https://johnstown.colorado.gov/parish-alleyway-improvements>
- Town of Johnstown Downtown Branding Guide & Action Plan
 - <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:3fcf352c-ed89-3542-a759-73843b972db5>
- Town of Johnstown Downtown Signage Designs
 - <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:1926ed6e-7f1a-3a86-bf76-394025a4c32a>

PRE-BID MEETING:

A virtual pre-bid meeting is tentatively scheduled for Tuesday, January 9, 2024, at 1 PM (MT), interested firms are recommended to attend to ensure any inquiries or questions are answered regarding the project and RFP. Town staff will provide the link to the virtual pre-bid meeting should it be requested by the firm and/or contractors. The pre-bid meeting link will also be made available on the Town's RFP page prior to the meeting date. johnstown.colorado.gov/bidsrfps

All inquiries to be directed to Sarah Crosthwaite, Economic Development Manager
SCrosthwaite@Johnstownco.gov | 970-578-9612

SUBMISSION:

All proposals are due by Thursday, January 18, 2024, at 5 PM (MT) to: Sarah Crosthwaite, Economic Development Manager; SCrosthwaite@Johnstownco.gov

Use Subject Line: Johnstown Downtown Master Plan – *FIRM NAME*



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OR

Submitted electronically through the Town’s WeTransfer document transfer solution found at johnstownco.wetransfer.com. Please include in the “message” section: Johnstown Downtown Master Plan – *Firm Name*

The Town will respond with an email that the submittal has been received as part of the submittal deadline.

SUBMISSION REQUIREMENTS:

The proposal response should be succinct, and display accurately the capabilities, knowledge, experience, and capacity of the respondent to meet the requirements of the project and the RFP. Respondents are encouraged to utilize methods they consider appropriate in communicating the required information. At a minimum, this will include submission of the information requested below:

- Firm description
- Project team and resumes for each team member
- Relevant experience/projects with references (3 required)
- Preliminary project timeline that ensures completion by July 31, 2024
- Professional fee to complete the work as described. Fees shall include all tasks and staffing necessary to complete the project as outlined above and within your submittal proposal. All reimbursable expenses shall be included in this fee.
- FORM: **PDF ONLY**, *proposal should be no more than 20 pages.*

AWARD PROCESS:

The Town will select and notify the firm/contractor no later than Friday, January 26, 2024. The Town Council will officially consider/award the contract during the Town Council meeting on February 5, 2024, at 7pm (MT). It is expected that the selected firm/contractor be in attendance.

GENERAL:

This RFP does not commit the Town to award a contract nor pay any costs incurred in the preparation of the RFP response. The Town reserves the right to extend the deadline, accept or reject any or all proposals received, negotiate with any qualified firm, and/or cancel or modify this RFP without notice or penalty.

The Town reserves the right to review and approve/disapprove of all key staff and sub-consultant substitutions or removals and may consider such changes not approved to be a breach of contract.

DOWNTOWNS MATTER

“Downtown is important because it’s the heart and soul of any community. If you don’t have a healthy downtown, you simply don’t have a healthy town.”

~ Ed McMahon, *Chair Emeritus,*
National Main Street Center Board of Directors

Proposal for the

DOWNTOWN JOHNSTOWN MASTERPLAN PROJECT

January 18, 2024

Kimley»Horn

January 18, 2024

Town of Johnstown, Colorado
 Attn: Sarah Crosthwaite
Economic Development Manager

Kimley-Horn

6200 S. Syracuse Way #300
 Greenwood Village, CO 80111

RE: PROPOSAL FOR THE DOWNTOWN JOHNSTOWN MASTERPLAN PROJECT

Dear Sarah and Members of the Selection Committee,

Pursuant to your Request for Proposals (RFP), Kimley-Horn respectfully submits these qualifications to serve as the Design Professional responsible for providing professional services for a Master Plan effort for Downtown Johnstown. The Kimley-Horn team is pleased to have this opportunity to work with you and the rest of the stakeholder team. These qualifications are based on a general understanding of the project in response to your RFP. Our response includes a Cover Letter, Firm Description, Master Plan Approach and Understanding, Initial Analysis Diagramming, Scope of Services, Project Experience, Team Organization and Resumes, Timeline, and Fees. The Town of Johnstown (Town) intentionally committed to strategic and thoughtful growth that considers environmental, economic, and social implications of the current growth patterns Downtown, and the opportunity to set a vision for how the Town responds to them.

In taking this step to create a Downtown Master Plan, together, we will guide the next generation of development within the town. We welcome the opportunity to collaborate with you and the community through this effort. We bring you experience, knowledge, and passion towards historic downtown development planning and implementation. **We will engage with you to provide the energy, ability, and experience in prioritizing specific development patterns, that will compliment rather than compete with the successful components of the Town today.** Our team is comprised of both local and national experts, who are working on downtown projects of many different scales. The leadership of this team is Colorado-based and committed to Johnstown's success. We are an innovative team, and we believe that by bringing the best master planning experts to the table, the Town will have a unique opportunity to discover new solutions to realize profound and appropriate development patterns for downtown and the surrounding development parcels.

Our knowledge of the Colorado Front Range market and our current research efforts have led us to an understanding that the Town of Johnstown holds a front seat view of the key to the continued economic success of the historic downtown. Thus, we have formed this internal team to bring you the depth and experience, passion, and commitment of experts to implement your vision. Our team has begun the planning process by studying

the existing conditions, past planning efforts, and offering some initial thoughts in diagram form (see pages 4-6) to catalyze the next level of conversations.

We will think beyond the boundaries of the study area to understand the broader impact that suburban development patterns may have area-wide. We will embrace the ability for Downtown to be the catalyst for quality growth in the future. We will work with you to create distinction between each of the stakeholders and provide the solutions necessary to resolve potential impediments to success.

Through our in-house team members' vast experience in land planning we will evaluate the site with the understanding of the latest costs and methods of public execution of the plan. Our team is well-equipped to perform each aspect of the tasks in your described scope. **Our team includes our Colorado-based planning team:** Richard Flierl (Principal-in-Charge and the Planning Team leader), Candyce Burnett (Project Manager and small town planning expert), Chris Hepler (Landscape Architecture), Brian Canin (Urban Design), Jeremiah Simpson (Parking), Curtis Rowe (Traffic), and Emily Felton (Infrastructure). We have also included our national market analysis expert, Jessica Rossi.

We appreciate the opportunity to submit this proposal for your consideration. Randall Phelps will be the signatory for Kimley-Horn and is authorized to bind the team to the contents of this proposal and to negotiate contracts on behalf of the firm. If you have any questions, please contact us. We look forward to the opportunity to meet in person and discuss our ideas and approach for this project.

Sincerely,
KIMLEY-HORN



Richard Flierl, ASLA
Principal-in-Charge
 richard.flierl@kimley-horn.com
 303.481.0448



Randall J. Phelps, P.E., LEED AP
Vice President, Authorized Signer
 randall.phelps@kimley-horn.com
 303.228.2336

FIRM DESCRIPTION

Kimley-Horn Firm Overview

With Kimley-Horn, your best interest will always be the focus of our efforts. Our long history of successful projects—efficiently managed from inception through facility dedication—is your assurance that Kimley-Horn will assist you throughout the development process and provide the right design solutions. Our goal is to consistently create value for our clients, which is true of Downtown Johnstown.

As a full-service consulting firm, we can provide you with a full range of land development services, including comprehensive engineering, planning, environmental, public outreach, and transportation services. This full-service offering gives you the comfort of knowing that a wide range of activities is all under the management and quality control of one firm—meaning less coordination needed to achieve project goals, better decisions, better communication, increased productivity, and quicker, more accurate project deliverables that are consistent with your needs.

Master Planning Approach

Inventory and Analysis

In the master planning process, the Kimley-Horn team assesses existing conditions, projects future needs, and determines deficiencies.

Needs Assessment/Issue Identification

Your project will benefit from our familiarity with local policies and procedures. Kimley-Horn has been involved with several master planning projects in Colorado, and Natalie McClung, an analyst on our team, is a resident of Johnstown. We understand the sensitive nature of community improvements within existing urban areas, and we know the local project stakeholders and community must be thoroughly informed and supportive of the project. Kimley-Horn's proven approach to master planning results in both consensus building and project support with all stakeholders. Our unique methods are being used to assist many of our clients in developing a true vision for their future.

Schematic Master Plan

Kimley-Horn will develop a schematic master plan after a preliminary evaluation of the project.

Implementation Program

Kimley-Horn team will develop a master plan that enhances the vision of the community, and we will support it with a comprehensive and financially realistic implementation program. This program will contain the following information:

- ◆ Specific tasks necessary to implement the design
- ◆ Opinions of probable construction costs separated by individual component and phase
- ◆ Prioritized proposed acquisition sites
- ◆ Potential funding sources

Community Engagement

Our team will collaborate with Johnstown staff to lead the public engagement process. All participants will be encouraged to understand the analysis and site conditions better. The team will listen and engage. Participants will be asked to dream big, critique and debate, draw, color, and present ideas in an open and safe environment. The team will prepare final graphics, including an overall aerial plan view of the planning area, urban design framework and “big moves” diagrams, block improvement diagrams, examples of potential infill block development patterns, and sketch-up model views that describe the plan's elements.

Our unique community engagement methods are being used to assist many of our clients in developing a true vision for their future. **As you discussed in the RFP, this is a priority of the town and we are fully supportive of this level of involvement.**



Approach

Our team, in partnership with Town leadership, stakeholders, and community guidance, will create an interactive approach that encourages collaboration among talents from disciplines such as urban design, city planning, neighborhood planning, landscape architecture, and environmental design. **We tackle complex multi-faceted challenges by focusing on solutions that address the issues that arise when growth begins to create disconnection and lack of sustainability.** These disciplines are melded and coordinated with the cutting edge thinking of urbanism, sociology, economics, and human behavior, for an approach that is dedicated to supporting the needs of today's rural towns.

Our team strives to re-connect people's inherent longing to engage in the process of discovering their place through a collaborative process. The result of this collaboration is a sense of belonging that enhances quality of life and property values, challenges the status quo of suburban growth patterns, and functions in concert with the Town's historic context by increasing economic vitality.

The single most important step in the development of a historically traditional mixed-use community is to listen to the community stakeholders to establish an initial mission, develop a program, identify catalytic opportunities, research funding sources, and plan for the ultimate implementation. Kimley-Horn has a track record of creating manageable implementation plans. Our team's work with and awareness of other rural communities facing similar challenges and opportunities as Johnstown has provided us with a strong background to address these important issues. This experience demonstrates our commitment to the making of place through creativity and inspiration, integrating with existing conditions, and being sensitive and responsive to economic and market conditions.

Project Understanding

Johnstown is Resilient, Johnstown is Vibrant, Johnstown is Connected

These are the themes the community embraced through the process of developing the Comprehensive Plan. The Comprehensive Plan applies a community development model that incorporates the following principles:

WHERE WE LIVE should be a safe and connected network of neighborhoods that offer all residents opportunities to live, work, and play in Johnstown.

WHERE WE WORK AND SHOP should capitalize on our historic downtown, agricultural heritage, and strategic location along I-25 to cultivate businesses that can offer diverse jobs and services—strengthening our community's resilience and maintaining our vibrant community character.

WHERE WE PLAY should incorporate natural and cultural values to develop and support year-round recreational opportunities that are inclusive of and accessible to all and that contribute to the health and well being of the growing, vibrant community.

HOW WE MOVE should rely on safe and inclusive multimodal transportation options that connect residents and visitors with each other and to jobs, services, and recreation opportunities within and beyond town boundaries.

HOW WE SERVE should provide an efficient and consistent level of public services and amenities that are conducive to making our town resilient, vibrant, and connected.

Project Approach

These guiding principles will lead us to propose a holistic approach to community revitalization focused on mixed-income housing, educational opportunities, health and wellness, transportation access, jobs and job training, recreational opportunities, and commercial investment. In 1902 when Harvey Parish first platted the town of Johnstown and named the community after his son, he was committed to a vibrant and accessible community based on access to commerce through the railroad. He knew that for a community to survive and prosper, neighborhoods needed to be connected and walkable, providing public gathering spaces within walking distance of every home. Thus, he included the first public square now known as Parish Park. The 1902 plan also understood the value of accessibility to goods and services and introduced a commercial main street now known as Parish Avenue. Today, the Town is under pressure from outside commercial sources that threaten the vibrancy of the main street corridor. We are a team along with town leadership, stakeholders, merchants, and residents that is poised to address these issues and to build upon the legacy set by Harvey more than 120 years ago.

The Downtown Johnstown Plan will investigate new infill development opportunities, a new and enhanced public realm, and an inclusive, historically contextual walkable neighborhood pattern. We will offer catalytic investment recommendations to enhance and preserve the local entrepreneurial spirit of commercial and business opportunities that are abundant in any thriving main-street-focused community.

The Downtown Johnstown Plan offers an opportunity to strengthen the community through a collective vision, and to serve as the basis for determining the future development feasibility of the North Parish Avenue Corridor, as well as the integration and development of the land to the north and east. With a strong history of being the social and cultural hub of the community, the downtown planning project possesses the ability to defend a united neighborhood business core rooted in the values of the community. A successful cultural core should accommodate a balanced mix of uses and spaces that meet the needs of residents, workers, and visitors.

In 2007, the Town engaged a consultant to study the downtown area who offered 12 recommendations as exhibited in the document page to the right. One of the most notable of these recommendations is associated with realigning Parish Avenue north of the Central Business District away from the railroad tracks to allow for better land use for redevelopment on the Reider & Held properties.

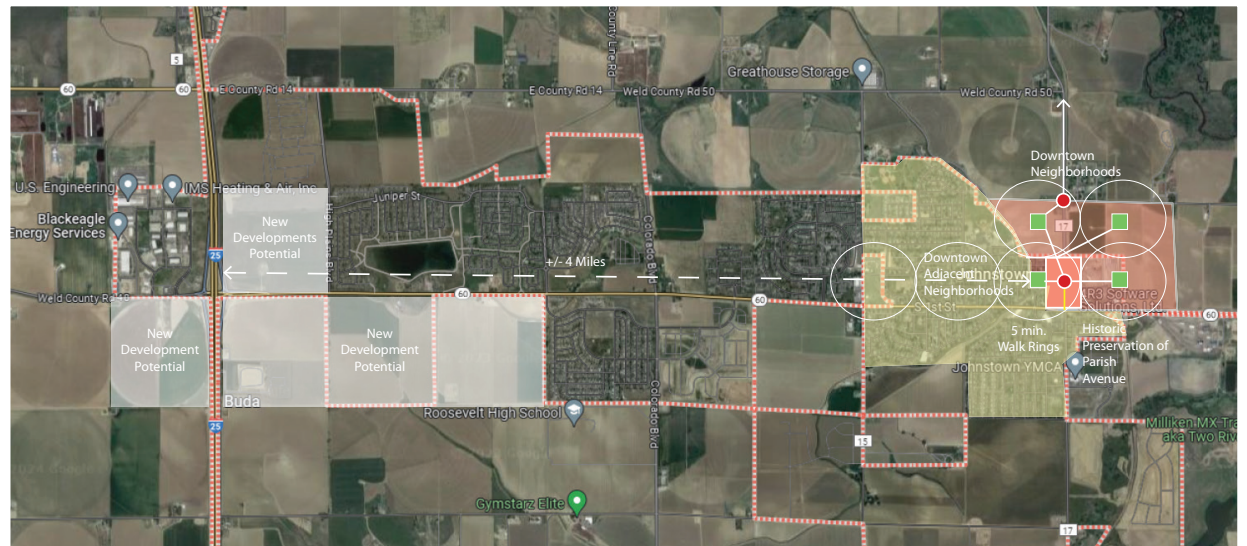
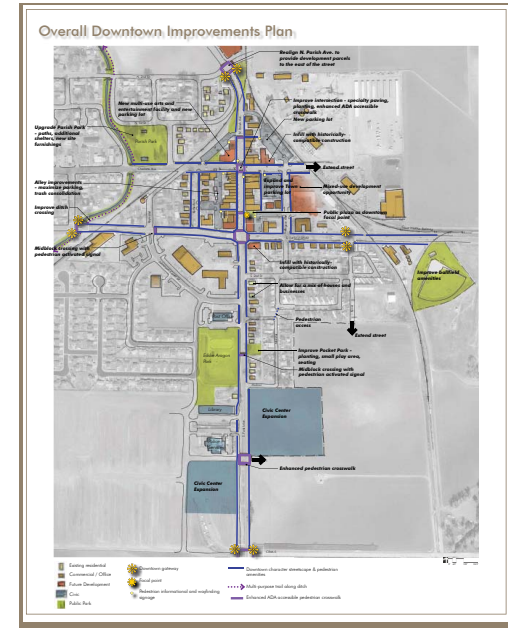
The diagram exhibit below right represents an illustration of the initial impressions of a driving site tour taken by the Kimley-Horn team prior to the submission of our proposal. As you exit I-25 at CO-60 (1st Street), it becomes clear that large format suburban retail developments are present on both sides of the freeway and may have an impact on the downtown core.

As you drive along CO-60, headed east toward the transition to 1st Street, many subdivisions have been built and are currently underway that add to the suburban residential neighborhood character that dominates the approximately four-mile drive and first impression of a visitor to historic downtown Johnstown. Much of the Town's agricultural character has been lost to these subdivisions. As you approach Parish Avenue the historic context of Harvey Parish's original plan starts to emerge, and you can feel the strong character of the downtown adjacent neighborhoods.

As you turn north on Parish Avenue, the historic character of the street is welcoming and inviting. Much of the north/south traffic passes along this corridor and provides a challenge to the pedestrian experience. The remaining elements of the 1902 Plan are most visual in the existing Parish Park and the connections back to Parish Avenue. Moving north on Parish Avenue you begin to experience the adjacency of the railroad corridor that begins to be a strong separator between the community on the west from the east. An opportunity exists to further the ideas represented in the 1902 Plan that extends the existing block patterns and dimensions into the Reider & Held properties and offers the opportunity to develop a pattern of squares reminiscent of the original Harvey Parish Park.

3.2 Plan Details

1. Realign Parish Avenue north of the central business district away from the railroad tracks to allow for better land use for redevelopment.
2. Improvements to Parish Park, Sticker Stadium, and Pocket Park.
3. Consistent streetscape in the downtown area.
4. Close 1st Place and create an urban plaza for gathering.
5. Enhanced crosswalks at Parish Avenue and SH60, and Parish Avenue and Charlotte Street.
6. Midblock crossings with pedestrian-activated signals at critical locations.
7. Create gateways at the four edges of downtown to announce arrival.
8. Improve the alleys to the east and west of Parish in the central business district.
9. Redevelop existing Town Hall site into a vibrant arts and events center.
10. Improve pedestrian safety across canal along SH60.
11. Create signage program for downtown to direct people to parking and businesses.
12. Allow for transition to home businesses along Parish Avenue, SH60, and Rutherford Avenue.



The Johnstown business community serves as an asset for building a creative job sector that includes enhancing opportunities for small businesses to thrive, as well as incubating new businesses and food-and-beverage establishments that enhance not just adjacent neighborhoods, but the Town and region.

Furthermore, the public realm should be designed and programmed with both permanent and temporary uses, performing arts venues, festivals, fairs, movies in the park, art shows and installations, and exhibition spaces, so that it functions both as a community open space and as an economic generator.

Downtown must offer multiple transportation options. Downtown infrastructure improvements must be considered to create a balanced mobility strategy, including walking, biking, bus, and future transit service that may occur to and from Downtown. In the 2007 Downtown Plan, the community studied the potential of realigning Parish Avenue to move the road away from the railroad tracks and enhance the potential of a commercial corridor extension.

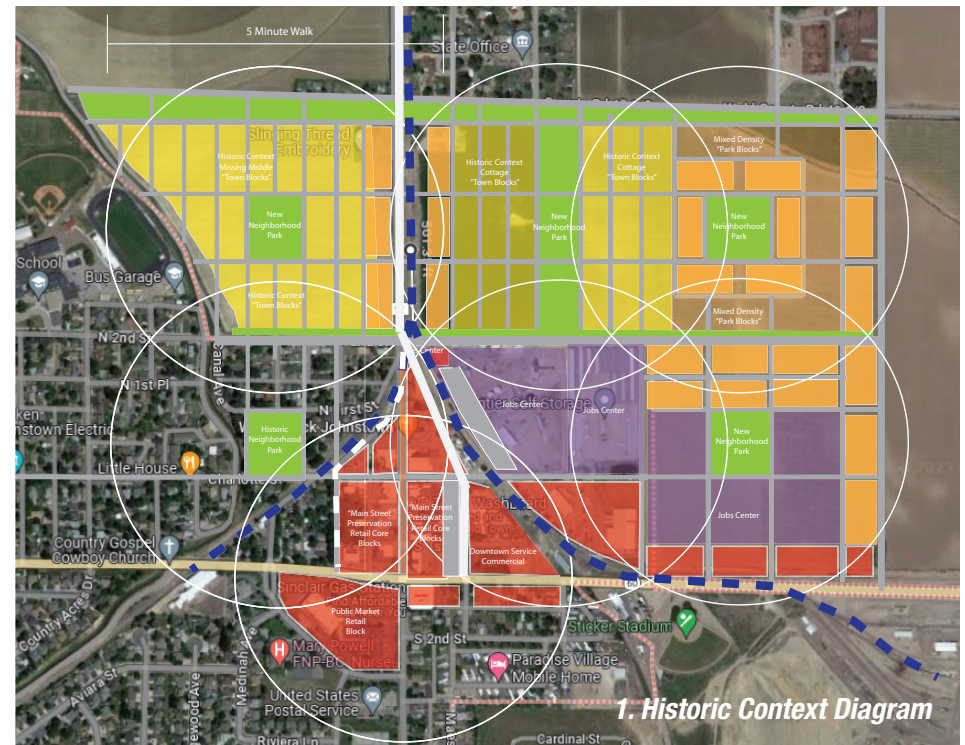
Making a shift on Parish Ave. and inserting the concept of four corners of public spaces to complement and expand upon the ideas developed out of the 1902 Plan, raises an additional consideration: a shift in the grid would allow for neighborhood diversity and interest to be incorporated into the community planning process.

We have begun the process of historical and current context investigation, analysis, and initial ideating during this proposal process; we will bring together a collective group of experts who will work together with the Town staff, community, and stakeholders in an efficient and passionate manner to deliver the results you desire through a timely and cost-effective process. The scope of work we have proposed is based on a proven process that has been successful for other municipalities and civic entities. The process will be tailored to the needs of the Johnstown community. We look forward to working with you and making all stakeholders part of the process.

Our team has worked on many similar projects across the United States, and we have seen that the success of active, urban spaces can be measured by the number of people they attract on a day-to-day basis. Using a mix of qualitative and quantitative analysis of the surrounding property uses and comparable public spaces, we will determine:

- ◆ An appropriate (and implementable) level of downtown user density that will make the downtown core a vibrant urban space
- ◆ The ideal size of the downtown public spaces
- ◆ The number of people that will be needed to make these spaces feel busy and active (the “target market share”)

The following three diagrams are initial impressions of how a variety of existing challenges and opportunities might be addressed as we begin the dialogue and outreach conversations with the community, stakeholders, and adjacent landowners on the Reider & Held properties. The concepts represented are first impressions and are not fully supported by the proposed project traffic, parking, and land use market analysis, but are merely snapshot ideas of things we saw as potential opportunities during our due-diligence site visit. They are also ideas that emerged from the historic research we did examining the past planning documents. The diagram below represents the concept of extending the Harvey Parish plan of block grid and neighborhood squares into the Reider & Held properties to provide a sense of historic context to future neighborhoods. The Town’s request in the RFP to address the potential positive impact of a bypass that allows a reduction of pass-through traffic along Parish Avenue is represented in a few conceptual paths in the diagram above. This diagram represents what may be possible if the existing Parish Avenue alignment adjacent to the railroad corridor were to be maintained.



After determining how many people are needed to generate necessary interest, we next need to figure out how we are going to get them into the spaces we create and encourage them to come back. We do this by creating a well-thought-out program of daily, weekly, and monthly activities and amenities. An intensive two-hour workshop with likely community partners and major stakeholders will allow our team to gather information on existing programming resources and also get feedback on ideas our team brings in from other, comparable projects.

Some of these ideas will be revenue-generating uses for the downtown core spaces. To avoid funding shortfalls, park managers need access to multiple revenue streams. After discussions with stakeholders and other knowledgeable experts, we will determine what revenue streams are practical to support the maintenance and operations of the downtown spaces and generate economic activity in the neighborhood more generally.

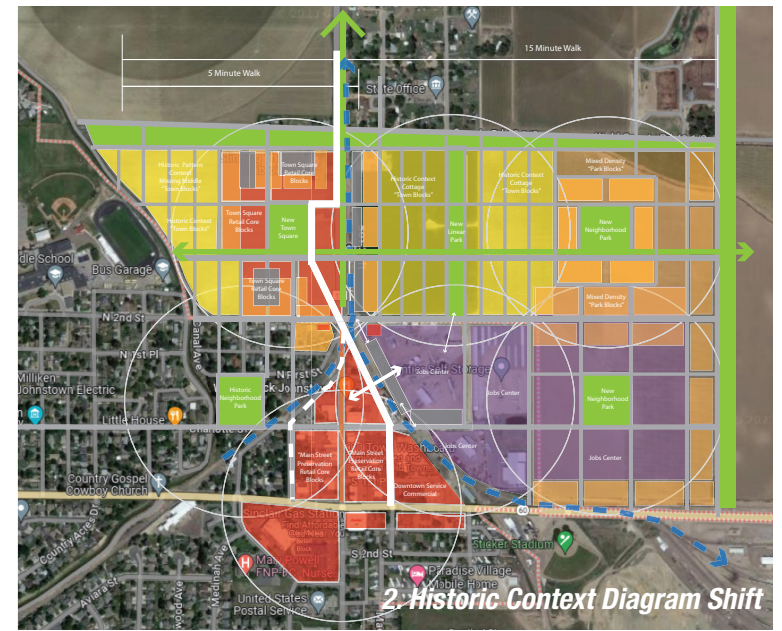
Scope of Services

Upon review of the RFP for the Downtown Johnstown Plan, the Kimley-Horn Team developed this expanded outline r proposed services. We welcome any suggestions to modify specific services to ensure we meet the vision, goals, and expectations for the project as we believe that successful results are derived from a positive process, where clients and citizens are fully engaged.

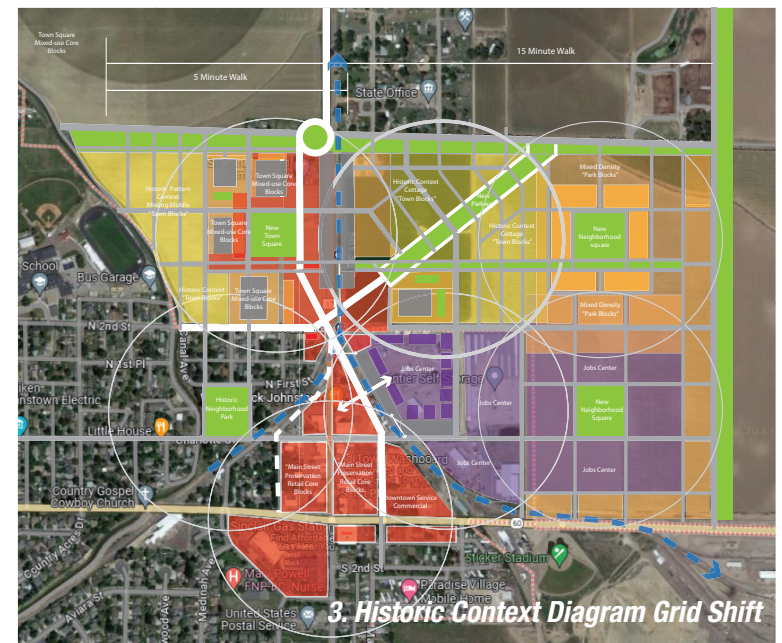
TASK I. Review and Analysis

The Kimley-Horn team will conduct analysis and review all information provided by the Town, including, but not limited to, all studies and plans related to the downtown area and the areas to the north and east of the current core area. This information will be utilized as the foundation of knowledge for the project and will be documented in a memorandum prior to the team assembling in Johnstown for the kickoff meeting. During this time, the team will obtain, from the Town, any relevant base exhibits, maps,

This diagram is an initial impression of ways to identify the potential of an improved commercial expansion north along an adjusted alignment of Parish Avenue away from the railroad corridor as was recommended in the 2007 Downtown Plan. A renewed alignment, along with the potential to create a new form of activated and programmed public space and Town Square, offers the opportunity to study the market acceptance of additional food and beverage offerings, entertainment uses, and mixed-use housing as requested in the RFP, for additional public spaces and outdoor dining.



This diagram builds upon all the study ideas generated in the previous diagrams to present an initial impression of ways to identify the potential of an improved intersection at 2nd Street and Parish Avenue. This intersection was initially recommended in the 2007 Downtown Plan and allows for a shift in the grid to provide additional interest and a block pattern. This form of a modified fan development recalls the town planning principles that were being implemented at the time of the original platting of the original community of Johnstown.



and digital information, such as existing street sections, that will aid in the preparation of site-specific deliverables.

Deliverables: Review and Analysis Memorandum

TASK II. Working Session

Our team will assemble in Johnstown, along with community, project leadership, and stakeholders to conduct a week-long working session with the Town, with the goal of producing the draft graphic products and deliverables for the Downtown Masterplan Project. Prior to traveling to Johnstown, the team will work with the Town to prepare all the necessary base maps, drawings, analog studies, and digital files to produce the necessary deliverables specified in this scope, and finalize the community engagement strategy to “meet people where they are.” The team will bring a picture database for precedent and character imagery to inform design decisions and convey ideas for final design recommendations. We anticipate the following schedule for the working session. During the session our team of experts will address the following items: Corridor Design; Land Use and Zoning; Economic Vitality; Infrastructure Assessment; and Public Realm Activation.



Day 1 – Kickoff Meeting & Field Review of Existing Conditions

To initialize the process, our team will participate in a project kickoff meeting with the Town, and key stakeholders. This vision setting session to define “Local Grows Here,” and how it applies to the Masterplan for downtown, will provide an opportunity for team members to discuss the findings from the Review and Analysis Memorandum from Task 1, ask questions, exchange information, and finalize goals and objectives. Following this meeting, the planning team, along with the Town, will conduct a walking and driving audit to develop a more extensive “on the ground” understanding of opportunities and constraints to formulate context driven design and feasibility solutions.

As part of the walking audit, the team will survey community members while gathering data on the existing urban design features for the downtown core and the study area through photo documentation and recording/ note taking. Urban design features include:

- ◆ road configurations
- ◆ site access
- ◆ sidewalk locations, conditions, and dimensions
- ◆ public pedestrian spaces
- ◆ street furnishings
- ◆ pedestrian crossings
- ◆ comfort, quality, and safety
- ◆ building setbacks
- ◆ land use mix
- ◆ building massing and densities fronting the focus area and corridor
- ◆ way finding and signage
- ◆ the location of bicycle lanes and trails
- ◆ existing parking facilities for vehicles and bicycles

As part of this urban design review, the team will review recent public improvements, if applicable, to understand successes and/or failures that might inform decisions within the focus areas. We will document existing infrastructure, cultural, commercial and residential assets throughout the day.

Day 2 – Field Observations and Data Collection

The team will continue conducting the field observation and data collection from Day 1. We will arrange interviews for the second half of Day 1 and all of Day 2 with key stakeholders to verify the location and quantity of the acreage of the site, and to identify technical, regulatory, and policy issues or constraints that impact those sites, such as clearance and safety zones, building height limitations, and use restrictions. We will also have a two hour intensive workshop with appropriate stakeholders focused on programming and activating public spaces led by Richard Flierl and the planning team members. Upon completion of the field observations and data collection, the team will conduct a client design charette to develop a cohesive vision from the town, other partner agencies, merchants, and key stakeholders for downtown. We will discuss the adjacent sites and the Parish Ave. corridor in finite detail, utilizing imagery, drawings, and other metrics to define physical design concepts, available market data, feasibility opportunities and concerns, existing assets, and development opportunities.

Days 3 and 4 – Production of Final Analytical and Graphic Materials

Following the client design charette, our team will begin to produce the final graphic exhibits, proformas, strategies, and text to articulate the feasibility recommendations for the Downtown Plan. The team will provide before and after visualizations, utilizing photographs taken from the field observation to show existing conditions and 3D Sketch-Up massing models articulating design concept(s), urban design improvements and amenities, and best practices

recommendations. During this production process, the Town will be able to continually interface with our team to ensure the final products and designs meet the needs for the community.

Day 5 - Production and Presentation of Draft Report to the Town

The Kimley-Horn team will utilize the morning of the final day to prepare a conceptual level draft downtown master plan which we will present to the Town and other stakeholders in the afternoon. We will discuss areas of refinement for the final draft of the report with the Town after the presentation.

Deliverables:

Draft hand-drawn conceptual Downtown Master Plan drawings to include:

- ◆ Land Use and Development Plan
 - ◆ Corridor Design
 - ◆ Land Use and Zoning
- ◆ Broad Overview Market Analysis
 - ◆ Economic Vitality
- ◆ Best Practices Recommendations
- ◆ Park Program and Management Strategy
 - ◆ Public Realm Activation
- ◆ Infrastructure Improvement Plan with Cost Estimates
 - ◆ Infrastructure Assessment

- ◆ Traffic Analysis for Rerouting of Parish Avenue
 - ◆ The Town to provide traffic counts and previous traffic analysis for use by our team
- ◆ Parking Analysis
 - ◆ The Town to provide downtown parking counts and future parking expectation numbers for use by our team

TASK III: Final Written Report

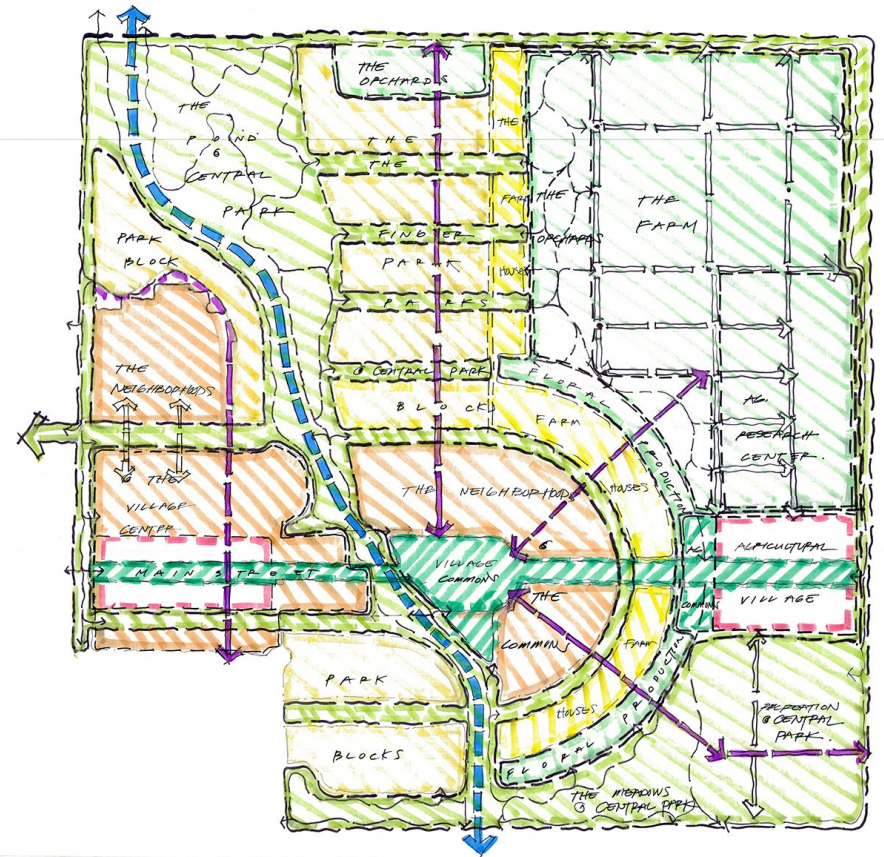
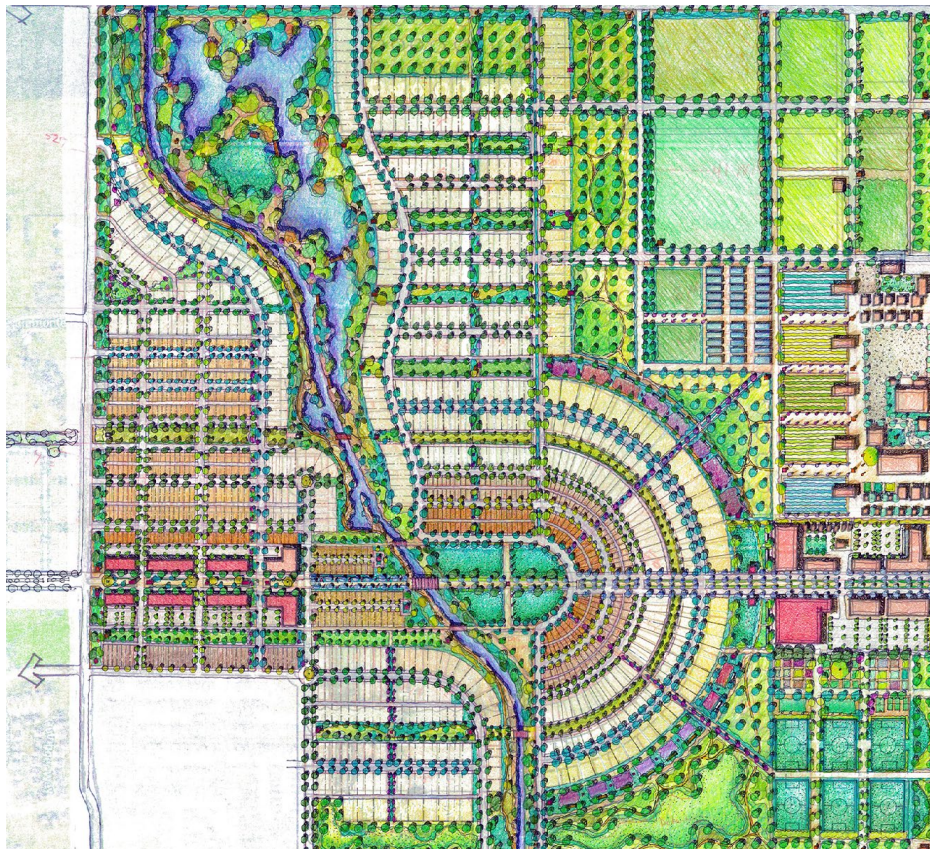
The Kimley-Horn team will return to our offices and complete the final written report based on the analysis, graphics, and feedback from the first two tasks. We will deliver the report to the Town based on the schedule included on page 20.

Deliverables:

Final Report to Include:

- ◆ Land Use and Development Plan
- ◆ Target Market Share Study
- ◆ Best Practices Recommendations
- ◆ Preliminary Programming Schedule
- ◆ Feasibility of Acquisition Analysis
- ◆ Utilization Analysis of Assets
- ◆ Revenue Plan for the Focus Area
- ◆ Infrastructure Improvement Plan with Cost Estimates





The Villages on Water's Edge Development Plan*

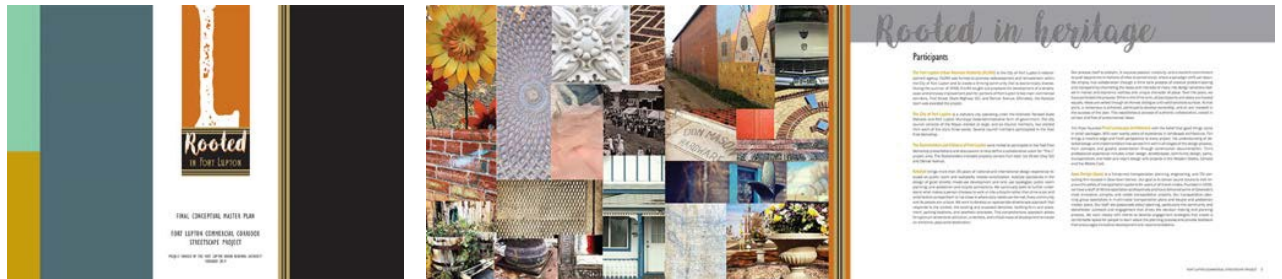
Fort Collins, CO

The Villages on Water's Edge Development Plan is an urban infill master planned community, master development, and environmental sustainability strategy for an existing sod farm in northern Fort Collins, Colorado. As part of an intensive public sector staff level workshop and outreach, the plan focuses on strengthening the connection between the development to the east and west of the existing irrigation ditch. The plan consists of several redevelopment areas: Village Square Area, the core development area around Village Square—a new urban park; Central Park, an enhancement of the irrigation ditch into an environmental center; Urban Farm, a 300-acre working center for urban agriculture; Main Street, a mixed-use town center with both market rate and senior housing adjacent to the town green; Urban Mosaic, an eclectic mix of neighborhoods at varying densities; and Farm and Market, which includes existing and new farm buildings converted to a 100-acre urban park and a series of farm buildings converted to an indoor/outdoor farmer's market.

*Project led by Richard Flierl as a principal with a previous firm.

Water's Edge Development

W.E. "Bill" Swalling, *President, General Partner*
Actual Communities, Inc.
303.949.2629



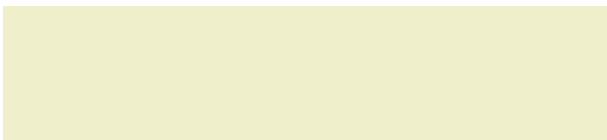
Charrette Process Downtown Fort Lupton*

Fort Lupton, CO

Richard's team utilized a public charrette collaboration between the Fort Lupton Urban Renewal Authority, the City, business owners along the corridors, and community residents to set the stage for the public realm visioning of this two-mile corridor in the heart of a historic Colorado agricultural town. This way, all voices could be heard, and creative solutions could be reached through consensus, dialogue, and transparency. With intensive effort, a vision was determined. The plan came to life through a series of temporary, catalytic moves that were evaluated for success before the implementation of a permanent solution.

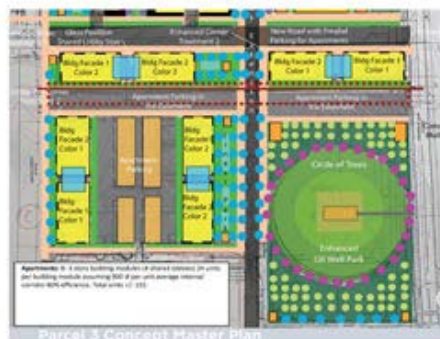
**Project led by Richard Flierl as a principal with a previous firm.*

Fort Lupton
 Alyssa Knutson, *City Liaison*
 Fort Lupton Urban Renewal Authority
 303.857.6694



Vision and Design Concepts:

- 1. Focus all residential buildings toward fronting streets, parking, and parks.
- 2. Establish a building pattern that addresses the scale, context and character of the surrounding neighborhood.
- 3. Incorporate outdoor amenity space prominently and the efficient use of both public and private spaces.
- 4. Organize the residential buildings into a collection of town blocks that are pedestrian and bike oriented.



Carriage Hills Downtown Frederick Mixed-Use/Housing*

Frederick, CO

The Carriage Hills charrette set the stage for this mixed-use development at the gateway intersection of Frederick Way and Ninth Street in downtown Frederick, Colorado. It comprises 190 at-grade surface-parked multifamily units and 10,000 square feet of retail and amenity space within a three-story Type 5 (wood-framed) building with adjacent surface parking. In addition to the multifamily buildings, the plan includes 100 mixed-density single-family and townhouse village units. Residential amenities include a street-level lounge, co-working business center, fitness center, pool, spa, and an indoor/outdoor roof terrace with sweeping views of the Rocky Mountains and the agricultural prairie beyond.

*Project led by Richard Flierl as a principal with a previous firm.

Carriage Hills

Dirk Beck, *Director of Development and Construction*

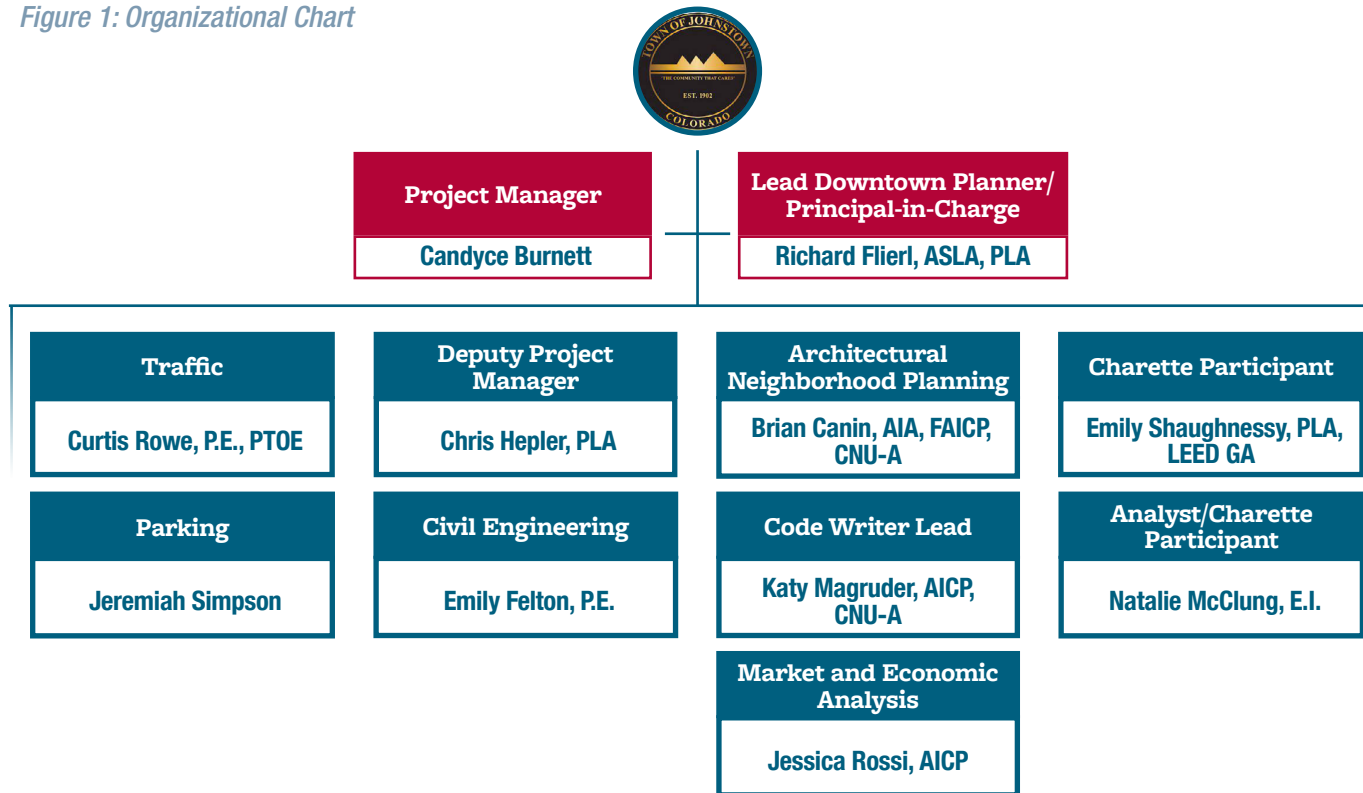
Pensam Capital

720.335.2949

ORGANIZATIONAL CHART AND ASSIGNED PERSONNEL

The organizational chart below (Figure 1) shows our team members and how we envision working with the Town—each is an equal and integral part of the process, and each is responsible for providing the best possible outcome for this critical project. We will perform all services for this project with our in-house Kimley-Horn personnel. **Resumes for each team member are on the following pages.**

Figure 1: Organizational Chart





EDUCATION

- B.S., Landscape Horticulture; Concentration: Landscape Design and Construction, Colorado State University

PROFESSIONAL LICENSES

- PLA in CO (#LA 0000507), CA, GA, NC, TX, and UT

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects (ASLA)
- Downtown Denver Partnership - Public Realm Council, Member
- The Congress for New Urbanism (CNU), Member
- Urban Land Institute (ULI)
- NAIOP
- Council of Landscape Architects Review Board (CLARB)

Richard Flierl, ASLA, PLA

Principal-in-Charge/Lead Downtown Planner

Richard brings 38 years of national and international expertise to design leadership, strategic marketing, and project management, as a design principal and studio leader. His sensitive approach focuses on interaction through collaboration with clients and fellow professionals representing the disciplines of architecture, urban design, landscape architecture, engineering, and interior design. Richard brings open-minded thinking to each idea. His creative problem-solving ability and transparent process bring together the ideas and interests of clients, stakeholders, and the community alike. Within this context, he crafts a path to design rooted in market and economic reality while fulfilling the contextual passion unique to each place and its citizens.

Project Experience

Memphis Main Street Development Plan* — *Memphis, TN*

The Memphis Main Street Development Plan is a six-block stretch of Main Street linking the Civic Center Plaza in the north to Beale Street, a major entertainment destination in the south. The plan recommends developing a residential and retail program to infuse activity into the district, emphasize better utilizing the trolley, and link the corridor to all the cultural assets and districts in the downtown area.

Lake Elsinore Downtown Master Plan* — *Lake Elsinore, CA*

Richard was the Principal-in-Charge for the Lake Elsinore Downtown Master Plan. He and the team created a vision, form-based code and guidelines for the creation of revitalized downtown area. Main Street, as the “great street” of downtown, became the organizing element for creating five walkable districts: Gateway District, Garden District, Cultural District, Historic District, and Waterfront District.

Downtown Raleigh “Five in 5” Vision Master Plan* — *Raleigh, NC*

Richard was the Principal-in-Charge for the Downtown Raleigh planning process that began with a four-day workshop. During this workshop, Richard and the team crafted goals and guiding principles, driven by the citizens, to generate the vision for the city’s heart. Establishing five goals to be completed in five years – the “Five in 5” – gives focus to the future work: reopening the Fayetteville Street Mall; build the Convention Center; build a Convention Center hotel; attract a major corporate headquarters; and add urban housing. The plan sets a framework for improving the pedestrian environment of downtown by connecting existing and emerging neighborhoods to Fayetteville Street. This framework further studies the conversion of east/west streets to two-way streets, investigating federal funding, and connecting to transit with pedestrian linkages. The opening of Fayetteville Street, known as North Carolina’s Main Street, was transformational for downtown investment.

Downtown Savannah/Ellis Square* — *Savannah, GA*

Richard led the Ellis Square Charette process that brought together city officials, citizens, and professional designers to determine the concept for the future of Ellis Square. The process defined a mission to reestablish Ellis Square as a connective, pedestrian-friendly, sustainable, public destination for the citizens of Savannah.

**Prior to joining Kimley-Horn*



Candyce Burnett

Project Manager

Candyce has more than 25 years of planning and California Environmental Quality Act (CEQA) experience in San Bernardino, Riverside, and Los Angeles Counties in California and in Northern Colorado, including five years in a leadership role as a Planning Manager and City Planner. Candyce is a strong community planning and social services professional that has a strong record of serving clients and collaborating with public sector stakeholders through all phases of entitlement and project development. Her experience includes leadership and support for Public Engagement and outreach, Environmental/CEQA analysis, General Plan and Housing Element Updates, Specific Plan and code amendments, land use planning, Environmental Justice compliance, and historic preservation projects. Her work has also included current and advanced planning, legislative and policy analysis, sustainability plans, programs and grants, mixed-use, and transit-oriented development planning.

EDUCATION

- B.S., Urban and Regional Planning, California State Polytechnic University, Pomona

Project Experience

City of Del Mar, Sixth Cycle Housing Element Update — *Del Mar, CA*

Kimley-Horn supported the City of Del Mar in preparing an EIR for a housing element update to the City's General Plan. The City faces challenges in identifying and accommodating additional housing development for its growing population, particularly for affordable housing units, due to historic land use patterns, high land and housing costs, and scarcity of vacant land. Kimley-Horn supported the City with preparation of the EIR including identifying and prioritizing candidate sites, performing stakeholder engagement and public outreach, and helping the City navigate State-mandates and local desires to implement the housing element update.

Additional Project Experience

North Fontana Multi-Family Development — *Fontana, CA*

City of Longmont, CO- North Longmont Annexation, Development Plan and Entitlements — *Longmont, CO*

County of San Bernardino, Glen Helen Oasis Specific Plan Amendment and Planned Development Plan — *San Bernardino, CA*

City of Menifee, General Plan Update including Housing Element, Safety Element, Environmental Justice, Public Engagement, and EIR — *Menifee, CA*

County of San Bernardino, CA- Hume Lake, Hume SoCal Campground Expansion Project Master Plan, Planned Development Permit and EIR — *San Bernardino, CA*

City of Rialto, CA- Lytle Creek Ranch Specific Plan Amendment and EIR — *Rialto, CA*

Industrial VI Enterprises, LLC, Speedway Commerce Center EIR, Annexation, and Entitlements — *Rancho Cucamonga, CA*

City of Rancho Cucamonga, Panattoni Industrial Project EIR — *Rancho Cucamonga, CA*

Lennar Homes, Inland Empire, Sobrato Planned Unit Development (PUD), Addendum EIR, and Entitlement — *Fontana CA*

Lennar Homes, Inland Empire, Citrus West Specific Plan Amendment and Addendum EIR — *Fontana CA*



Chris Hepler, PLA

Deputy Project Manager

Chris is a landscape architect with over 10 years of diversified experience working with public and private clients across the United States. His work includes park conceptual design and master planning, wayfinding/signage design, urban plaza design, and project implementation, including urban design, high-rise hotels and resort projects, streetscape, large-scale commercial, and high-end residential. Chris has provided site design, graphic design, 3D modeling and visualization, irrigation design, tree preservation, construction document preparation, cost estimating, and project management. He has extensive experience in managing multi-disciplinary teams on a wide variety of project types.

EDUCATION

- B.S., Landscape Architecture, The Ohio State University

PROFESSIONAL LICENSES

- PLA in CO (#0001331), NM, and UT

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects

Project Experience

- **Reed Avenue Rail Corridor** — *Cheyenne, WY*
- **Lake Havasu Downtown Design Guidelines** — *Lake Havasu, AZ*
- **Mile High Greyhound Park** — *Commerce City, CO*
- **Parker Road Mixed Use** — *Parker, CO*
- **WoodSpring Suites** — *Broomfield, CO*
- **Colfax and Havana Irrigation Improvements** — *Aurora, CO*
- **CSM Urban Plaza** — *Golden, CO*
- **The Cameron** — *Denver, CO*
- **CBI Forensic Lab** — *Lakewood, CO*
- **Denargo Market Apartments Phases 3 and 4** — *Denver, CO*
- **Lakewood Suites Multifamily** — *Lakewood, CO*
- **Diagonal Crossing** — *Boulder, CO*



Brian Canin, AIA, FAICP, CNU-A

Architectural Neighborhood Planning

Brian is recognized regionally and nationally for his leadership and commitment to planning and urban design and is sought after for his ability to find creative solutions to complex challenges. For over 40 years, Brian has focused on creating sustainable communities through urban design and creative placemaking. His combined talents have created award-winning, enduring communities with a unique sense of place.

EDUCATION

- Master of Architecture, Harvard Graduate School of Design, Urban Design (MAUD)
- Bachelor of Architecture, University of the Witwatersrand

PROFESSIONAL LICENSES

- AICP (#001939)
- Registered Architect in FL and TN

PROFESSIONAL MEMBERSHIPS

- American Planning Association
- American Institute of Architects
- Congress for New Urbanism
- Florida Planning and Zoning Association

Project Experience

- **Sustanee Community** — *Orange County, FL*
- **Titusville Comprehensive Plan and Land Development Code Update** — *Titusville, FL*
- **Edgewater Downtown Vision Plan and CRA Plan Update** — *Edgewater, FL*
- **Seminole County Land Development Code Update** — *Seminole County, FL*
- **Orange Code*** — *Orange County, FL*
- **Town of Windermere Vision Plan*** — *Windermere, FL*
- **Envision Destin*** — *FL*
- **The Village of Estero*** — *Lee County, FL*
- **Winter Park*** — *West Fairbanks District, FL*
- **Titusville Tomorrow*** — *Titusville, FL*
- **Winter Park Form Based Code*** — *FL*
- **Envision Edgewater*** — *Edgewater, FL*

**Prior to joining Kimley-Horn*



JESSICA ROSSI, AICP

Market and Economic Analysis

With more than 20 years of real estate market research, planning, and public engagement experience, Jessica brings a comprehensive perspective to all consulting assignments. She works on various visioning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues. As a national resource for the firm, Jessica's leadership has guided high-quality and innovative planning strategies grounded in a market reality.

EDUCATION

- M.A., Community and Regional Planning, University of Rhode Island
- B.A., Environmental Studies and Political Science, Alfred University

PROFESSIONAL LICENSES

- AICP (#164330)

PROFESSIONAL MEMBERSHIPS

- American Planning Association (APA), Member

Project Experience

- **Highlands County Housing Study** — *Highlands County, FL*
- **Missing Middle Housing Supply and Demand Study** — *Charlotte, NC*
- **Affordable Housing Development Evaluation** — *National City, CA*
- **Eastern Region Military Housing Options Study** — *Jacksonville, NC*
- **Community-Wide Market-Rate Apartment Demand Assessment** — *Greenville, NC*
- **For-Sale and Rental Housing Assessment** — *Lakeland, FL*
- **Demographic and Housing Forecasts** — *Mooresville, NC*
- **Transit Oriented Development Site Market Analysis** — *Farmington, UT*



KATY MAGRUDER, AICP, CNU-A

Code Writer Lead

Katy is an accomplished urban planner with expertise in infill and redevelopment strategies, placemaking initiatives, master planning, creating specialized plans and overlays, and drafting land development codes. With a stint in residential development, Katy brings an awareness of the impacts of various regulations on developers and balances private developer needs with the public good. She is passionate about enhancing urban spaces, helping to ensure safe streets for bicyclists and pedestrians, and promoting sustainable, vibrant urban communities.

EDUCATION

- M.S., Planning in Civic Urbanism, Rollins College Hamilton Holt School
- B.A., Environmental Studies, Elon University

PROFESSIONAL LICENSES

- AICP (#33438)
- Congress of New Urbanism Accredited (CNU-A)

PROFESSIONAL MEMBERSHIPS

- Congress of New Urbanism

Project Experience

- **Orange Code And Vision 2050** — *Orange County, FL*
- **Land Development Code (LDC) Update** — *Titusville, FL*
- **Comprehensive Plan** — *Seminole County, FL*
- **LDC Update** — *Oviedo, FL*
- **Multiplex, Multifamily, and Accessory Dwelling Units (ADUs)-Related LDC Section Development*** — *Orlando, FL*
- **The Packing District*** — *Orlando, FL*

*Prior to joining Kimley-Horn



Jeremiah Simpson

Parking

Jeremiah is an experienced planning professional with 22 years of consulting experience specializing in parking and multimodal planning for both public- and private-sector clients. He began his career in 2001 performing parking studies in the Los Angeles region and has been based out of Denver since 2005. Several of Jeremiah's high-profile projects include the Parking and Transportation Demand Management (TDM) Plan for the ongoing redevelopment at the National Western Stock Show, and a Parking Pricing Technical Assessment for Denver's Regional Transit District (RTD) to look at the potential impacts of expanding their paid parking program to include most park-and-ride users.

EDUCATION

- B.A., English, University of California, Davis

Project Experience

Wonderblock, Mixed-Use Development —
Ogden, UT

Colorado State University TDM Master Plan —
Fort Collins, CO

Missing Middle Housing Supply and Demand Study — *Charlotte, NC*

UCHealth, Traffic Flow Consulting for Anschutz Campus — *Aurora, CO*

Highland Park Village Parking Management —
Dalls, TX

Waco Downtown Implementation Strategy —
Waco, TX

Arvada TDM Implementation Plan — *Arvada, CO*

City of Hastings, TPMP — *Hastings, NE*

Dallas Strategic Mobility Plan — *Dallas, TX*

Summit County Regional Parking Needs —
Summit County, UT



Curtis Rowe, P.E., PTOE

Traffic

With 30 years of experience, Curtis has served as project manager on a variety of traffic engineering projects for public- and private-sector clients. He has performed traffic impact studies, corridor studies, traffic signal design, access and circulation studies, intersection capacity analysis, safety studies, traffic signal warrant studies, roundabout design, signing and marking, ITS design, transportation planning, and TDM program design. His project experience includes CDOT traffic and safety studies; ITS designs for Wyoming DOT; and transportation master plans for Fort Carson, Buckley Air Force Base, Elbert County, Colorado State University, University of Northern Colorado, and Colorado School of Mines.

EDUCATION

- M.S., Civil and Environmental Engineering, University of Nevada, Las Vegas
- B.S., Civil Engineering, University of Nevada, Las Vegas

PROFESSIONAL LICENSES

- P.E. in CO (#PE3655), ID, KS, MT, NE, UT, WY
- PTOE (#555)

PROFESSIONAL MEMBERSHIPS

- Institute of Transportation Engineers

Project Experience

Colorado State University, Transportation Studies —
Fort Collins, CO

Fox North Mixed-Use Redevelopment —
Denver, CO

Loveland Intersection Designs — *Loveland, CO*

Lafayette Intersection Designs — *Lafayette, CO*

Platte Avenue Corridor Study — *Colorado Springs, CO*

University of Colorado, Anschutz TIA —
Boulder, CO

Elbert County, Master Transportation Plan —
Elbert County, CO

Cheyenne MPO, Parsley Blvd Corridor Plan —
Cheyenne, WY

Traffic Signal Designs — *City and County of Denver, CO*

Aurora I-225 and Alameda Widening — *Aurora, CO*

Town of Estes Park, Downtown Parking Plan —
Estes Park, CO

**Emily Felton, P.E.***Civil Engineering*

Emily is a project manager with 10 years of experience working with public agencies and private land developers. Her background includes a variety of projects encompassing public works, traffic signal design, traffic studies, parking studies, roadway design, pedestrian and bike improvements, public outreach, stormwater management, erosion control, commercial and private land development, hydrology, utility and drainage design, and site design. Emily continues to develop and refine her civil engineering technical skills by working on a vast array of unique and challenging projects across various civil disciplines throughout the Front Range and into the Rockies. Emily's ability to support her peers and maintain consistent high quality and timely deliverables makes her an invaluable member of the project team.

EDUCATION

- B.S., Civil Engineering, Purdue University

PROFESSIONAL LICENSES

- P.E. in CO (#0054609) and WY

Project Experience

9+CO, 9th and Colorado Mixed-Use Redevelopment — *Denver, CO*

Simon Property Group, Denver Premium Outlets — *Thornton, CO*

CDOT, Wolf Creek Sand Storage — *South Fort, CO*

CCD Lawrence and Arapahoe Protected Bike Lanes 2018 Update — *Denver, CO*

Aurora Affordable House — *Aurora, CO*

City and County of Denver (CCD), 20th & Chestnut Parking Lot — *Denver, CO*

CCD On-Call Traffic Engineering Services 2013-2016 — *Denver, CO*

City of Colorado Springs, Colorado Avenue Road Diet Plan — *Colorado Springs, CO*

Town of Castle Rock, Festival Park Expansion — *Castle Rock, CO*

**Emily Shaughnessy, PLA, LEED GA***Charette Participant*

Emily is a landscape architect with more than 10 years of experience working with both public and private clients across the Midwest. Working in Texas for four years gave her experience with projects ranging from single-family, medical office buildings, small- and large-scale commercial, data centers, and park and playground design. Her recent project experience in Colorado includes medical campus design, single-family lotting, multi-family amenity deck design, and streetscape design. Emily has provided planting design, tree preservation and mitigation, conceptual and schematic entry monumentation, construction document preparation, irrigation design, cost estimating, and graphic rendering..

EDUCATION

- Bachelor of Landscape Architecture, Iowa State University

PROFESSIONAL LICENSES

- PLA in CO (#1321)
- LEED Green Associate (#10971387)

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects

Project Experience

Colorado Springs Downtown Gateway — *Colorado Springs, CO*

Compass and Morgan Hill Parks Master Plan — *Erie, CO*

Aberdeen Ridge — *Colorado Springs, CO*

Arapahoe Community College Collaboration Campus — *Castle Rock, CO*

Argyle Residential, Denargo Market Phase 3 — *Denver, CO*

UCHealth, Tower 3 Expansion — *Aurora, CO*

CCD Bible Park Playground Renovations — *Denver, CO*

Hospital Corporation of America (HCA), Centennial Medical Plaza Renovation — *Centennial, CO*

CDOT, Aeronautics Colorado Aviation System Plan and Economic Impact Study — *Statewide, CO*

City of Salida, Parks, Recreation, Trails and Open Space Master Plan Update 2019 — *Salida, CO*

FEE

Cost and schedule are inherently tied to people. Our best cost and schedule control resources—our staff—have several tools to help control cost and schedule. Project manager Richard Flierl has the experience to develop appropriate targets, tailor a suitable course of action, and provide timely decision-making for unexpected challenges. Our team has carefully developed a cost proposal that will fit the needs of the Town. Our task breakdown (shown below in Figure 3) aligns with the goals outlined in the RFP and the tasks described in our Approach.

Figure 3: Estimated Budget/Fee Breakdown

Name	Category/Title	Richard Flierl	Candyce Burnett	Brian Canin	Emily Felton	Jeremy Simpson	Curtis Rowe	Jessica Rossi	TOTAL HOURS	TOTAL FEE	
		Principal	Project Manager/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I			Support Staff
		Billing Rate									
Task 1	Review and Analysis/Project Management	2	2	--	1	6	6	2	8	27	\$6,094
1.1	Gather/Analyze information Provided by Town	2	2	--	1	6	6	2	--		
Task 1.B	Project Commencement	22	3	0	0	19	34	30	4	112	\$27,545
1.1	Commencement Meetings with the Town	20	2	--	--	4	4	--	--	30	\$8,133
1.2	Memorandum Summary/Market analysis	2	1	--	--	15	30	30	4	82	\$19,412
Task 2	Community Engagement/Charette	56	52	0	0	2	2	8	50	170	\$40,544
2.1	Community Advisory Committee	8	4	--	--	--	--	--	--	12	\$3,375
2.2	Stakeholder Interviews	4	4	--	--	--	--	--	--	8	\$2,284
2.3	Charette Prep	4	4	--	--	2	2	--	10	22	\$4,725
2.4	Charette Week	40	40	--	--	--	--	8	40	128	\$30,160
Task 3	Final Written Report	14	12	2	2	10	18	12	49	119	\$25,292
3.1	Report Writing	2	4	1	--	8	8	12	9	44	\$10,092
3.2	Graphic Production	4	--	--	--	--	--	--	40	44	\$6,691
3.3	Land Use and Circulation Alternatives	4	4	1	--	--	8	--	--	17	\$4,629
3.4	Presentation of Land Use and Circulation Alternatives	4	4	--	--	2	2	--	--	12	\$3,325
3.5	Infrastructure Development and Services Plan	--	--	--	2	--	--	--	--	2	\$555
	Total Hours	94	69	2	3	37	60	52	111	428	
	Subtotal Labor	\$25,629	\$20,585	\$693	\$833	\$10,026	\$14,986	\$11,182	\$15,540		\$99,474
	Other Direct Costs										
	Travel										
	Printing	\$400									\$400
	TOTAL COST:										\$99,974

Sarah Crosthwaite

From: Flierl, Richard <Richard.Flierl@kimley-horn.com>
Sent: Thursday, January 25, 2024 5:51 PM
To: Sarah Crosthwaite
Cc: Burnett, Candyce
Subject: RE: Downtown Johnstown Fee Revisions

CAUTION: This email originated from outside the Town of Johnstown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Sarah.

In response to your questions,

1. Yes, the by-weekly check in works. We would like to have those by virtual if that works for you.
2. We are anticipating being present and in support at council presentations as well a collective stakeholder meeting to present the plans. If you as staff can carry the presentations to community groups, etc. that arise throughout the process that would be very helpful.
3. Candyce and I will both be present and will lead the charrette process working closely with you. We have budgeted one staff member from Kimley- Horn to participate in the charette along with Candyce and I.
4. With regards to the market analysis, if you at the Town have engaged any prior market research, we would like to evaluate it and potential utilize and data that is appropriate.
5. Yes. Commercial/retail analysis is part of the land use analysis.
6. Understood.
7. Understood. We will study the traffic flow, access, etc. in the planning study to and from parking as well.

From: Sarah Crosthwaite <SCrosthwaite@JohnstownCO.gov>
Sent: Thursday, January 25, 2024 5:19 PM
To: Flierl, Richard <Richard.Flierl@kimley-horn.com>
Cc: Burnett, Candyce <Candyce.Burnett@kimley-horn.com>
Subject: RE: Downtown Johnstown Fee Revisions

Hi Richard,

Thanks for getting this back to me below are some comments of clarification. Let me know if that alters what you're proposing in the fee schedule?

Thank you,



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From: Flierl, Richard <Richard.Flierl@kimley-horn.com>
Sent: Thursday, January 25, 2024 5:05 PM

To: Sarah Crosthwaite <SCrosthwaite@JohnstownCO.gov>
Cc: Burnett, Candyce <Candyce.Burnett@kimley-horn.com>
Subject: Downtown Johnstown Fee Revisions

CAUTION: This email originated from outside the Town of Johnstown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sarah.

Thank you for your call earlier today. We are excited to be able to provide the reduced scope and fee as we discussed.

The reduction in fees come from a better understanding of your requirements as it relates to parking, infrastructure, and charette staff involvement. As we discussed, here are the assumptions we have made to reach your fee goals.

1. Town coordination meetings are anticipated to be virtual and considered on an as need basis. **We would expect at least a bi-weekly check-in, 1 hour or weekly check-in 30 minutes**
2. Town staff will take the lead on most of the community presentations post the charette. **Please explain community presentation? Are these presentations to our stakeholders such as Council? I would expect any presentation to Council specifically be led by Kimley-Horn with in person attendance. It will most likely be 2 presentations in total to Council.**
3. Town staff will attend the charette in leu of 2 Kimley-Horn staff and will provide labor during the charette working with Candyce and Richard to prepare the charette products and manage the outreach during the charette. **I would expect at least one Kimley-Horn staff present during the charette.**
4. Kimley-Horn will work with town staff to review prior market data provided by the Town and will focus the market analysis to a high-level overview to include. **What market data would you expect outside of our building permits?**
 - a. Housing product mix for the new development sites
 - b. Anticipated infill land uses along the Parish Avenue corridor and the extension into the new development parcels. **Should also a retail analysis of the retail types**
5. Kimley-Horn will reduce staff involvement as it pertains to the civil infrastructure staff to gathering the GIS data provided by the Town and incorporating the information into the planning documents. **Correct**
6. Kimley-Horn will focus the parking analysis to identifying the available parking on and near Parish Avenue and will identify the anticipated need based on future development. Kimley-Horn will locate new parking field opportunities in the planning document. **Correct but also include in the parking inventory how those parking lots and on-street parking work with traffic flow. For example our on-street parking along Parish Avenue is not timed, should it time limited?**

Richard Flierl, PLA | Practice Builder

Kimley-Horn | 6200 South Syracuse Way, Suite 300, Greenwood Village, CO 80111
Direct: 303 481 0429| Mobile: 949 375 0519| www.kimley-horn.com

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