

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
HOUSING ELEMENT UPDATE
WORK PROJECT # WC14B**

THIS AGREEMENT is made and entered into as of the date of execution by the City of Encinitas, a municipal corporation, hereinafter referred to as "CITY", and Winter & Company, Urban Design and Planning Studio, hereinafter referred to as "CONSULTANT."

RECITALS

The CITY requires outside assistance to provide the following services:

Prepare a land use and character framework for each of the five communities in the City of Encinitas. The consultant will also define the character context for infill and develop a series of building prototypes that represent different design solutions for compatibility that may be affected by different site features. In order to demonstrate appropriate design, prototype, and placement concepts, site-specific case studies and site sketches will be developed to illustrate the principles of compatible infill. The goals of developing site-specific sketches and infill models are to provide ideas for discussion in local communities and showcase different infill prototypes in different character context areas.

CONSULTANT represents itself as possessing the necessary skills and qualifications to provide the services required by the CITY; and as being fully qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals of CONSULTANT's field of expertise; and

Manjeet Ranu shall serve as the CITY's "CONTRACTOR OFFICER" for this CONTRACT.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the CITY and CONSULTANT agree as follows:

1.0 TERM OF AGREEMENT

1.1 This AGREEMENT shall be effective on and from the day, month and year of the execution of this document by the CITY.

1.2 CONSULTANT shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this AGREEMENT and at the level of effort identified in Attachment "B" of this AGREEMENT. CONSULTANT shall continue such services until all tasks to be performed are completed, or this AGREEMENT is otherwise terminated. CONSULTANT shall complete the services and provide final data and reports no later than November 1, 2016, unless an extension of time is mutually agreed to by both parties.

2.0 CONSULTANT'S OBLIGATIONS (ATTACHMENT A)

2.1 CONSULTANT shall provide the CITY with the following services:

The specific manner in which the services are to be performed is described in Attachment "A" which is attached hereto, and incorporated herein as though fully set forth at length, collectively hereinafter referred to as "DESCRIBED SERVICES".

2.2 CONSULTANT shall perform all work required to accomplish the DESCRIBED SERVICES in conformity with applicable requirements of law: Federal, State and local.

2.3 CONSULTANT is hired to render the DESCRIBED SERVICES and any payments made to CONSULTANT are compensation fully for such services.

2.4 CONSULTANT shall maintain professional certifications as required in order to properly comply with all City, State, and Federal law.

2.5 Senior personnel identified as having key roles in the performance of this AGREEMENT may not be removed from the project without prior written consent of the CITY.

2.6 All deliverables are to be completed and delivered to the CITY by the termination date, or by the milestone or completion date or dates provided in the performance schedule mutually agreed to by the CONSULTANT and the CITY, unless an extension of time, based on good reasons and sound justification presented by CONSULTANT, is approved by the CITY.

2.7 The CONSULTANT shall perform its service under this AGREEMENT in accordance with the usual and customary professional care and with generally accepted practice in effect at the time the services are rendered. In the course of the performance of services and management of this AGREEMENT, if any work performed by the CONSULTANT does not conform to the usual and customary professional care, CITY may require CONSULTANT to re-perform the work until it conforms to said specifications and requirements, at no additional cost to the CITY.

3.0 PAYMENT FOR SERVICES (ATTACHMENT B)

3.1 Payment to CONSULTANT to render the DESCRIBED SERVICES hereunder shall be as set forth in Attachment "B" which is attached hereto and incorporated herein as though fully set forth at length.

3.2 The level of effort for the DESCRIBED SERVICES is also identified in Attachment "B."

4.0 SUBCONTRACTING (ATTACHMENT C)

This section is not applicable.

5.0 EQUIVALENT ITEMS (ATTACHMENT D)

This section is not applicable.

6.0 EXTRA WORK

6.1 In connection with the work covered by this AGREEMENT the CITY may, at any time during the process of the work, order other work or materials incidental thereto. If any such work and materials is not listed as a pay item with a contract unit price or if compensation is not included under the terms of the AGREEMENT, such work will be designated as Extra Work, and shall be performed by the CONSULTANT as directed. In the event the completion of specific tasks identified in the Scope of Work significantly exceeds the hours originally budgeted for under the Scope of Work, CONSULTANT, subject to prior written approval by the CITY, may bill for such additional time at the rate corresponding to the task(s) in question under the Rate Schedule.

6.2 CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior, written approval of the CITY. Before any Extra Work is initiated, the CONSULTANT shall identify the kind and estimated quantities of the Extra Work to be done. Approval from funding partners may also be required. The CITY and CONSULTANT shall negotiate a change order price. If a price cannot be negotiated, then the work shall be accomplished in accordance with the unit prices established in the awarded contract. All requests for extra work shall be in a written Change Order submitted to the CITY prior to the commencement of such work.

6.3 The CITY may reject the request for Extra Work based on the role of the request relative to completing the overall work program. The City may also reject the request if work line items can be traded under the existing budget or if the request can be handled in-house with existing staff resources. If other conditions necessitate additional services or a change in services, any increase in compensation or contract amendment must be authorized and funded in advance by City Council.

6.4 No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the CITY, and the compensation or method of determining such compensation is stated in such written authority.

7.0 VERBAL AGREEMENT OR CONVERSATION; AND DELIVERABLE CONSIDERATIONS

7.1 No verbal agreement or conversation with any officer, agent or employee of the CITY, either before, during or after the execution of this AGREEMENT, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of CONSULTANT'S failure to prosecute, deliver, or perform the DESCRIBED SERVICES, the CITY may terminate this AGREEMENT by notifying CONSULTANT by certified mail of said termination. Thereupon, CONSULTANT shall cease work and within five (5) working days: (1) assemble all documents owned by the CITY and in consultant's possession and deliver said documents to the CITY and (2) place all work in progress in a safe and protected condition. The City Manager of the CITY shall make a determination of the percentage of work which CONSULTANT has performed which is usable and of worth to the CITY. Based upon that finding, the CITY shall determine any final payment due to CONSULTANT.

8.2 This AGREEMENT may be terminated by either party, without cause, upon the giving of thirty (30) days written notice to the other party. Prior to the 30th day following the giving of the notice, the CONSULTANT shall: (1) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to the CITY and (2) place all work in progress in a safe and protected condition. The City Manager of the CITY shall make a determination of the percentage of work which CONSULTANT has performed which is usable and of worth to the CITY. Based upon that finding, the CITY shall determine any final payment due to CONSULTANT.

9.0 COVENANTS AGAINST CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability or, at the CITY'S discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 OWNERSHIP OF DOCUMENTS

10.1 All work products including listed deliverables, plans, studies, sketches, drawings, reports and specifications as herein required and prepared and paid for by CITY under this AGREEMENT are the property of the CITY, whether or not the CITY proceeds with the project for which such documents are prepared.

10.2 If the CITY reuses such documents for any reason other than for the project for which they are prepared, without CONSULTANT'S prior written authorization which shall not be unreasonably withheld, the CITY waives any claim against CONSULTANT for such unauthorized use and will indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the CITY'S unauthorized use of such documents.

11.0 STATUS OF CONSULTANT

CONSULTANT shall perform the services provided for herein in a manner of CONSULTANT'S own choice, as an independent contractor and in pursuit of CONSULTANT'S independent calling, and not as an employee of the CITY. CONSULTANT shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project. However, CONSULTANT shall confer with the CITY.

12.0 HOLD HARMLESS

12.1 CONSULTANT agrees to indemnify and hold the CITY and CITY'S officers, officials, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any negligent acts or omissions of CONSULTANT or CONSULTANT'S agents, employees, subcontractors, officials, officers or representatives. Except as otherwise provided in this Section, upon demand, CONSULTANT shall, at its own expense, defend CITY and CITY'S officers, officials, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

12.2 CONSULTANT'S obligation herein does not extend to liabilities, claims, demands, and causes of action, losses, damages or costs that arise out of the CITY'S intentional wrongful acts, CITY'S violations of law, or the CITY'S sole active negligence.

13.0 ASSIGNMENT OF CONTRACT

CONSULTANT is without right to and shall not assign this AGREEMENT or any part thereof or any monies due hereunder without the prior written consent of the CITY which shall not be unreasonably withheld.

14.0 INSURANCE

14.1 PROVIDER shall obtain, and during the term of this CONTRACT shall maintain, policies of automobile liability, general liability and property damage insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than one million dollars (\$1,000,000) for each occurrence, and shall be endorsed with the following language:

A. The CITY and CITY'S officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of the acts and omissions by or on behalf of PROVIDER.

B. The policy shall be considered primary insurance as respects the CITY and CITY'S officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with it.

C. The insurer shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

D. The insured waives all rights of subrogation against the CITY and CITY's officers, officials, employees, agents and volunteers.

E. Provide that the policy shall remain in full force during the full term of this CONTRACT and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company.

14.2 PROVIDER shall obtain, and during the term of this CONTACT shall maintain, a policy of professional liability insurance that shall:

A. Be from an insurance company authorized to be in business in the State of California;

B. Be in an insurable amount of not less than \$1,000,000 for each occurrence; and

C. Provide that the policy shall remain in full force during the full term of this CONTRACT and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the CITY from the insurance company.

14.3 Before PROVIDER shall employ any person or persons in the performance of the CONTRACT, PROVIDER shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.

14.4 Prior to commencement of work under this CONTRACT, PROVIDER shall furnish to the CONTRACT OFFICER proof of the insurance required in this Section.

14.5 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, PROVIDER shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

14.6 PROVIDER shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this CONTRACT. Current certification of insurance shall be kept on file with the CITY at all times during the term of this CONTRACT.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the AGREEMENT, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

15.2 If the dispute is not resolved, the aggrieved party shall send to the CITY'S Manager a letter outlining the dispute for Manager's resolution.

15.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.

16.0 NOTICES

16.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

16.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Manjeet Ranu, AICP
Deputy Director of Planning and Building
City of Encinitas
505 S. Vulcan Avenue
Encinitas, CA 92024
(760) 633-2712

16.3 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

Noré Winter
President
Winter & Company
1265 Yellow Pine Avenue
Boulder, CO 80304
(303) 440-8445

17.0 ATTORNEYS' FEES

In the event that one party incurs expenses, including attorneys' fees and costs, in enforcing the provisions of this AGREEMENT, such prevailing party shall be entitled to recover from the other party reimbursement for those costs including reasonable attorneys' fees.

18.0 CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONSULTANT certifies that CONSULTANT is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this AGREEMENT.

19.0 CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

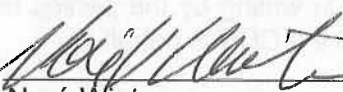
CONSULTANT certifies that CONSULTANT is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC §§ 12101) and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.


CONSULTANT


CITY

Winter & Company

City of Encinitas

by  June 8, 2014
Noré Winter
President

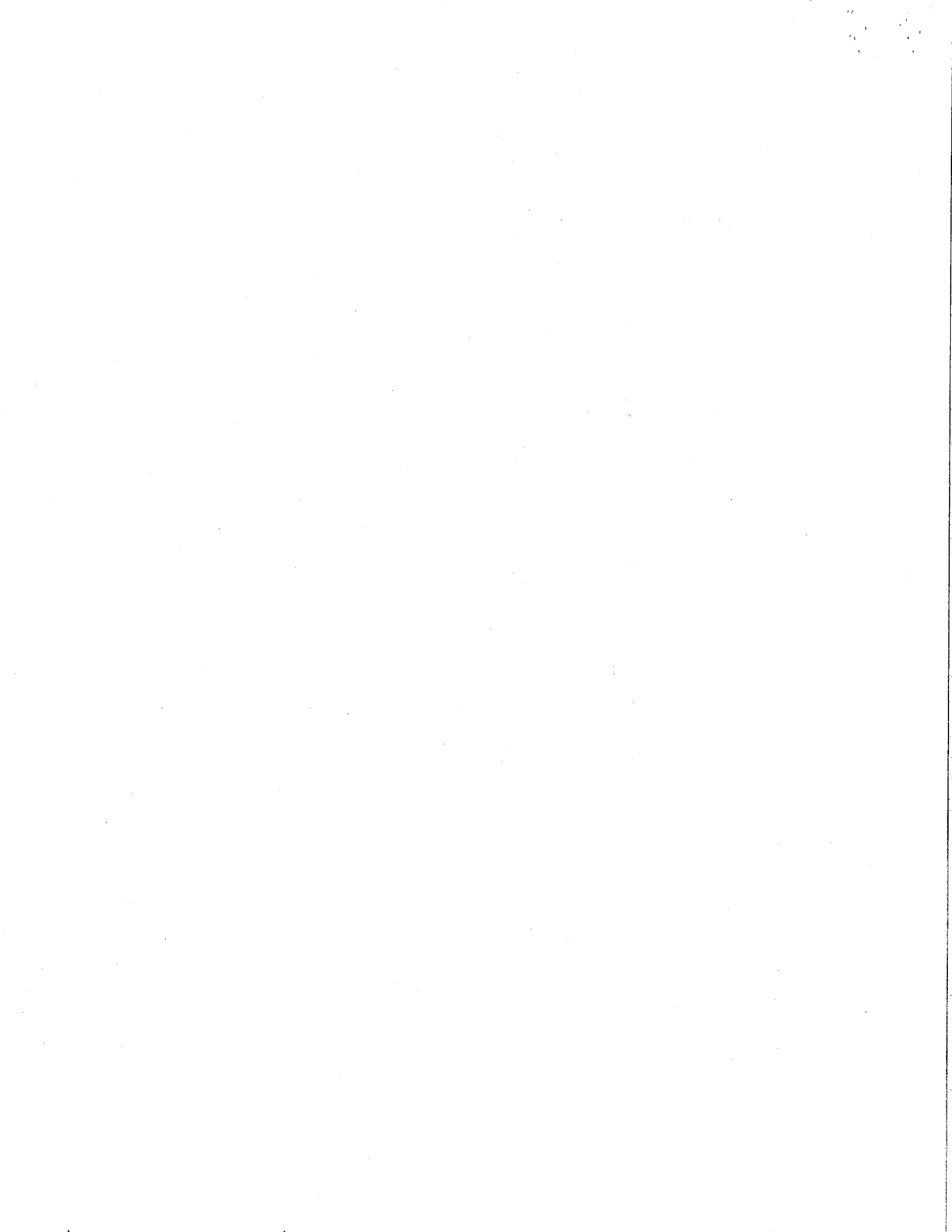
by  19 June 14
Jeff Murphy
Acting City Manager

 6-25-14
LISA RUDLOFF
Acting City Manager

ATTACHMENT "A"
HOUSING ELEMENT UPDATE
WORK PROJECT # WC14B
(Manner of Performing the Services)

CONSULTANT shall perform the services in the following manner. All deliverables/documents may be submitted in electronic format unless specified below.

[Scope of Work attached]



COMPANY QUALIFICATIONS



Winter & Company

Enhancing livability, protecting cultural resources and providing delight in the community experience — these are the focus of urban design, preservation and planning services at Winter & Company.

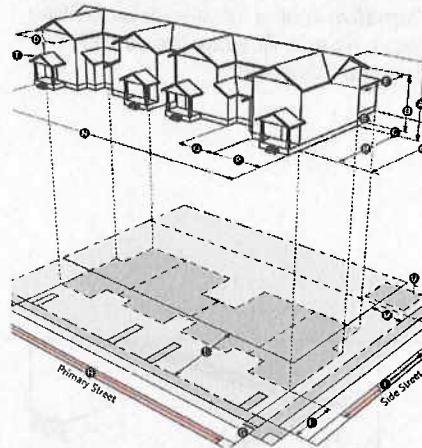
Winter & Company consults nationwide to public agencies, downtown improvement committees and private property owners, developing context-sensitive standards and guidelines that are user-friendly and easy to administer. Collaboration with regional planning and design professionals is a specialty. Services include urban design plans, neighborhood conservation strategies, feasibility studies and design guidelines. Projects span more than 150 communities in 48 states and Canada.

Company personnel are frequently speakers at conferences and conventions, including the National Trust for Historic Preservation, the Western Planners Association, the American Planning Association and statewide preservation organizations.

Winter & Company actively engages stakeholders, residents and property owners in creative ways of team-building and problem solving. Community workshops, open houses, and stakeholder interviews are planned to be lively, informative and constructive.



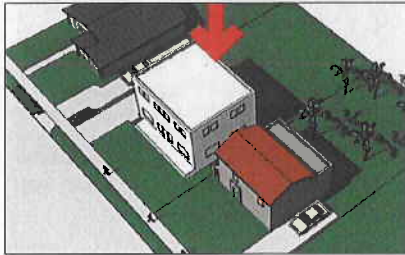
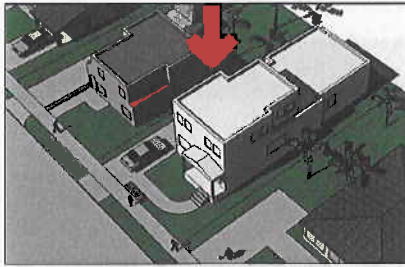
Neighbors in Greenville, SC define key features in their neighborhood.



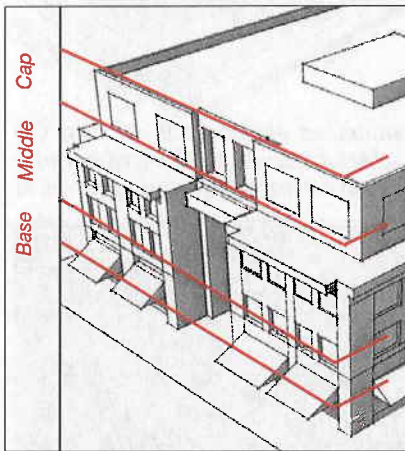
Form-based standards in Denver, CO provide for a range of building types which are then calibrated to differing contexts.



Sustainability design standards and guidelines help ensure that taller, higher density developments in Galveston, TX considers view corridors and breezeways along the streets leading to established neighborhoods.



Alternative zoning models for West Palm Beach, Florida, illustrate the effects of lot coverage standards.



Sketches are used to illustrate that new commercial and mixed-use buildings are encouraged to reflect facade composition seen traditionally in downtown Ann Arbor, Michigan.

Use traditional roof forms.

Step back upper story building heights to reflect traditional building heights.

Reflect traditional solid-to-void (window to wall) ratio.

The use of awnings, canopies and balconies is encouraged.

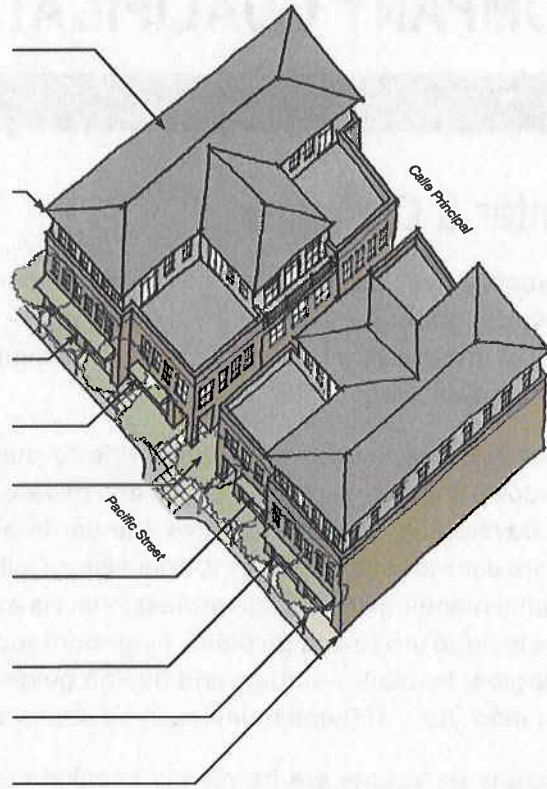
Provide a pedestrian connection to enhance through connections.

Provide a variation in wall plane and building heights to reflect traditional building modules.

Orient building entrance towards the street.

Locate storefronts at street level.

Provide a base, middle, and cap.



A development prototype in Monterey, California, illustrates the objectives of new downtown design guidelines.

Services Include:

Community Character Management Systems

- Neighborhood conservation plans
- Design and historic preservation guidelines
- Design review systems
- Preservation plans

Form-Based Design Codes

- Neighborhood-based design regulations
- Context-sensitive design standards

Historic Resource Planning and Management

- Historic building master plans
- Adaptive reuse feasibility studies
- Heritage tourism and historic survey strategies
- Commission training

Public Participation and Community Outreach

- Hands-on participatory planning workshops
- Community-based charrettes and visioning

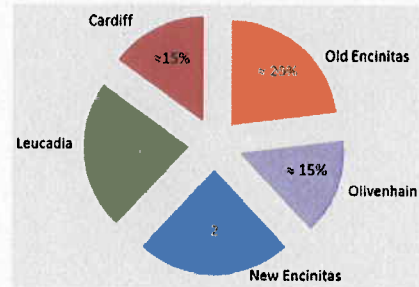
Urban Design

- Downtown and neighborhood plans
- Streetscape design and wayfinding systems
- Corridor plans and guidelines
- River corridor plans and development standards

PROJECT UNDERSTANDING

Background

The City of Encinitas is engaged in updating the Housing Element of the General Plan, with a focus on determining how to accommodate additional housing units. On July 13, 2013, City Council established that the City's future housing needs should be dispersed throughout the community, rather than concentrated. Additionally, the City seeks to minimize unnecessary zoning changes for accommodating future housing needs.



On June 18, 2013, voters approved "Proposition A" which limits the height of any structure to two stories, or 30 feet, whichever is less. The City must analyze the extent to which this standard limits their obligation for providing affordable housing, per the Regional Housing Needs Assessment (RHNA) by state statute, which equates affordability to a density of at least 30 dwelling units per acre. The height restriction is likely to impact the mixed use zones specifically because the ground floor of mixed use projects is dedicated to commercial uses, thus reducing overall housing density if limited to two stories.

Income Category	Units Per Acres
Very Low	30 Dwelling Units/Acre
Low	30 Dwelling Units/Acre
Moderate	15 – 20 Dwelling Units/Acre
Above Moderate	Less than 15 Dwelling Units/Acre

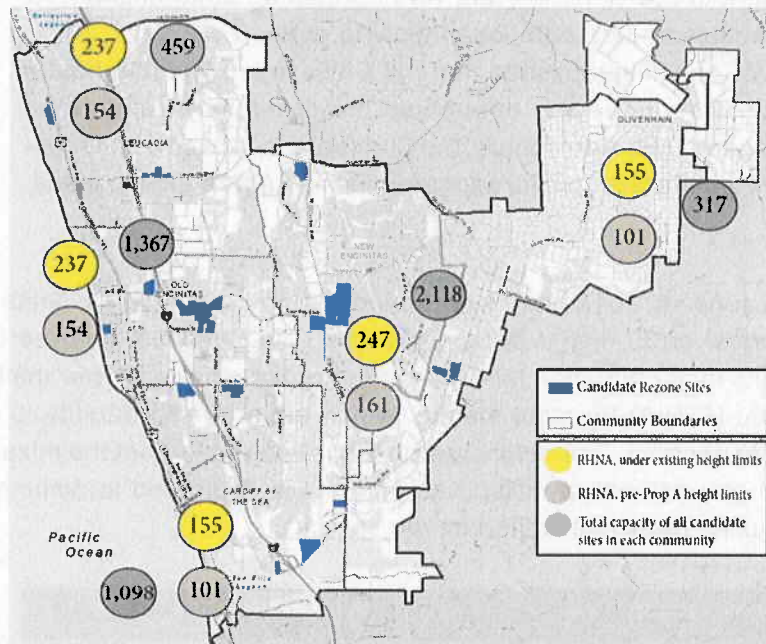
GENERAL ALLOCATION BY COMMUNITY

COMMUNITY	Meets City Height Limits	Meets Height Limits Prior to Prop A
Old Encinitas	237	154
Olivenhain	155	101
New Encinitas	247	161
Leucadia	237	154
Cardiff	155	101
TOTAL	1031*	671*

* Total number is slightly higher because the allocation to each community was rounded to the nearest whole number.

While the City must meet RHNA requirements, they want to do so in a way that builds community acceptance and character. As a part of that work effort, staff seeks to provide an informed discussion about the scale, character, and density of infill housing, as well as its potential location, to assist the community in clarifying its policies and then in implementing tools to apply them.

The City has, through a series of mapping workshops, begun to identify potential infill sites to accommodate growth. This work effort will build upon the mapping and outreach already completed and work to further identify infill sites which are appropriate for market-rate and affordable housing projects. Conditions such as vacant land, parcel size, location, topography, opportunity to enhance neighborhoods, and more, will be considered.



The mapping exercise identifies possible candidate rezone sites by looking at numerous variables based on affordable housing location criteria.

Objectives

The following objectives describe this work effort:

1. To determine the extent to which higher density residential infill can be designed to be **compatible** with the design traditions of Encinitas.
2. To determine the extent to which different **contexts** influence compatibility of infill.
3. To identify a range of **design variables** that may be employed to achieve compatibility within various contexts of Encinitas.
4. To develop a menu of **building prototypes** that could be compatible within different contexts.
5. Using this information, to develop materials that would **help the community in making decisions** about revised housing policies.
6. And then, based on community comments, to **develop tools** that would help to implement the revised policies.

KEY PERSONNEL

Noré Winter **Principal & Owner**

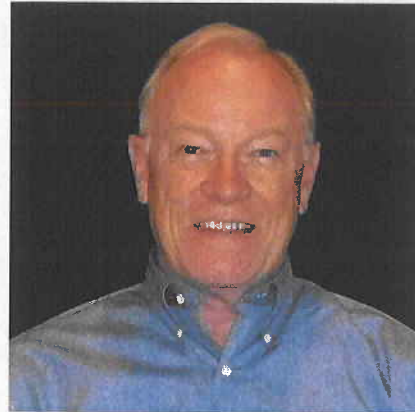
Noré Winter is an urban designer and planner specializing in serving communities with special amenities, distinctive natural settings and historic places. He is inspired by communities whose residents value their past and look to a future with neighborhoods that enrich their lives. He helps citizens develop visions for their cities and towns and then crafts tools that will accomplish their goals for livability. He is recognized nationally for preparing context-sensitive guidelines and standards, and tailoring urban design plans to inspire action.

Winter promotes preservation systems that are strategically integrated into broader community planning, that incorporate emerging trends in theory and maximize best practices in the field. Recent projects include a statewide training program for preservation commissioners in Maryland, a strategic plan for a citywide survey of historic resources in Denver, and preservation plans for Tacoma, Galveston and Lakewood, Colorado. All preservation projects incorporate principles for sustainability.

Many successful downtowns reflect improvements inspired by plans and guidelines directed by Noré. These include Athens, Georgia; Bellingham, Washington; Boulder, Colorado; Flagstaff, Arizona; Georgetown, Texas; Fort Collins, Colorado; Memphis, Tennessee; Minneapolis, Minnesota; Monterey, California and Walla Walla, Washington.

Noré generates neighborhood plans that build on existing assets and promote compatible investment in valued historic neighborhoods. He is currently working on such a plan in Old Town San Diego, California and recently completed the Government Hill Neighborhood in Anchorage, Alaska.

Mr. Winter is frequently a featured speaker at national and state conferences and conventions, including the National Trust for Historic Preservation, the National Park Service and the American Planning Association. He is a former Chairman of the National Alliance of Preservation Commissions.



Education:

B. Architecture, Tulane University
M. Architecture and Urban Design, UCLA

Preservation, Urban Design and Community Planning services in:

- Alaska
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Florida
- Georgia
- Hawai'i
- Idaho
- Illinois
- Indiana
- Iowa
- Kansas
- Nebraska
- Kentucky
- Maine
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Mississippi
- Missouri
- Montana
- Nevada
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Rhode Island
- South Carolina
- South Dakota
- Tennessee
- Texas
- Utah
- Vermont
- Virginia
- Washington
- Wisconsin



Cheney Bostic
Senior Urban Designer/Planner

Cheney joined Winter and Company in 2013 with 10 years of experience in architecture, urban design and planning with extensive experience in the public planning process. She assists the firm in all aspects of urban design and planning. Prior to joining Winter and Company, Cheney worked for a private urban design and architecture consulting firm in Denver where her focus was designing transit oriented developments and new urban neighborhoods with a focus on urban design and multi-family housing.

Education:

B. Arch

Southern Illinois University

M. Arch

University of Oregon

Cheney is currently the project manager for the Mammoth Lakes Main Street Corridor Plan for Mammoth Lakes, California; Downtown Master Plan Update for Georgetown, Texas; Welton Street Design Guidelines in Denver, Colorado; and Design Guidelines for Columbia, Missouri.

Cheney's prior experience included project managing several projects throughout Hawaii and Colorado such as: Rifle Strategic TOD Plan in Rifle, CO; Kalaelao Net Zero Neighborhood on Oahu, Hawaii; Aiea-Pearl City Neighborhood TOD and Waipahu Neighborhood TOD Plans in Honolulu, Hawaii; West Colfax Neighborhood TOD Plan in Denver, CO; Clear Creek Transit Village in Adams County, CO; North End Station TOD and Design Guidelines in Thornton, CO; and Superior New Town Center in Superior, CO. She also contributed to a national research project funded by the FTA entitled: 'Land Use Planning for Transit Supportive Development: A Practitioner's Guide' and co-authored a book entitled 'Colorado Urbanizing', which highlights over 100 new urbanist projects in the state of Colorado.

Cheney is well-versed in all aspects of project development, including leading community design charrettes, writing project reports, developing presentations, building 3-D models in Sketch Up, as well as free-hand sketching and design.

She cares deeply about the environment and incorporates this awareness into every project. She serves as Vice President of the Colorado Chapter of the Congress for the New Urbanism and volunteers for WalkDenver and Architecture for Humanity. She occasionally guest lectures at the University of Colorado Denver's Master of Urban and Regional Planning program.

PROJECT APPROACH AND SCHEDULE

Approach

We see ourselves as working in concert with city staff, such that the consultant's time will be used strategically and to best advantage. In providing those services, we will:

BUILD ON EXISTING INFORMATION

The consultants will work with staff to refine background information that has been developed to date. This includes a preliminary evaluation of potential infill sites in the city, as well as broad policy recommendations related to the distribution of housing and the probable number of units targeted for development.

PROVIDE VISUALIZATION TOOLS

The work products will be highly visual. They will include computer modeling to illustrate alternative approaches to design, to test differing degrees of compatibility. Maps and charts will be used as well, along with photographic analogies of real projects.

DEVELOP PRESENTATION MATERIALS

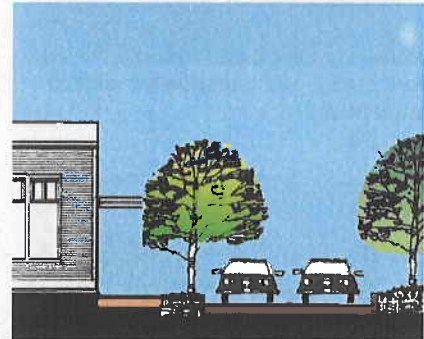
The visualization materials will then be formatted for public presentation. These will be designed for hands-on, open house discussions, and may also be posted on the web. These will include posters and handouts, which will be designed to invite interaction and comment.

ASSIST IN FORMAL PRESENTATIONS

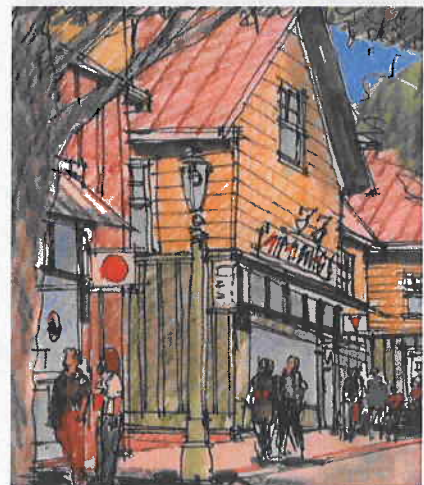
The consultant will assist staff in presenting findings to City Council and the Planning Commission.

ASSIST IN DEVELOPING IMPLEMENTATION TOOLS

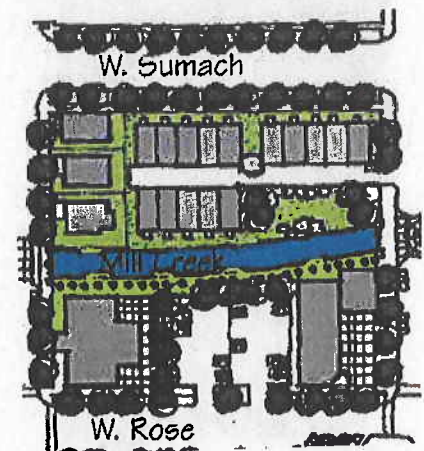
Based on directions from the Planning Commission and City Council, the consultant will assist staff in developing tools that would implement policies emerging from the process. This may include some changes to the zoning code and development of design guidelines for multifamily infill.



Hand sketch and rendering of street section



Hand sketch and rendering of street scene



Opportunity site plan sketch



Opportunity site perspective sketch - mixed media



Sketch Up model of streetscape scene



Opportunity site plan - Sketch Up

Schedule

We will perform these services within the time frame that staff has outlined. The initial work effort will focus on preparing materials for public open houses, which are to be staged from mid-July through August.

The following is a schedule indicating start dates for working on materials and end dates for delivering products, as described in the Scope of Work on the following pages.

1.0 ESTABLISH THE FRAMEWORK

Start Date: June 11, 2014

End Date: June 18, 2014

2.0 DEFINE THE CONTEXTS FOR INFILL

Start Date: June 18, 2014

End Date: June 24, 2014

3.0 DEVELOPMENT PROTOTYPES

Start Date: June 24, 2014

End Date: July 4, 2014

4.0 OPPORTUNITY SITE SKETCHES AND MODELS

Start Date: June 30, 2014

End Date: July 11, 2014

5.0 PREPARE MATERIALS FOR OPEN HOUSES

Start Date: July 7, 2014

End Date: July 16, 2014

OPEN HOUSES (CITY STAFF)

Start Date: July 21, 2014

End Date: August 31, 2014

PRESENTATION ON OUTREACH FINDINGS

Trip #2 - September 4, 2014 (Planning Commission)

Trip #3 - September 24, 2014 (City Council)

6.0 PREFERRED PLAN AND FINAL GRAPHICS

By end of October

SCOPE OF WORK

The scope of work includes a series of “modules” of services. Each module will produce a working paper, allowing this work effort to be compiled into a cohesive document for the city to use for the Housing Element Update process and for showing options that may be used in preparing EIR alternatives pursuant to CEQA. This work effort will be executed in collaboration with city staff, such that the consultant’s time would be used most effectively. The modules are listed in chronological order:

Scope of Work Modules

1.0 ESTABLISH THE FRAMEWORK

In this module, we will visit each community and draw upon previous site analysis work for identifying infill locations. We will expand on previous information to define a range of locations, opportunity sites, and property types where infill may occur.

TASKS:

1. **Site Visit** – tour all 5 communities to document existing character and review potential opportunity sites for new housing.
2. **Community Character Descriptions** – work with staff to create character descriptions of the different character areas within the five communities that make up Encinitas.
3. **Context Framework** – develop a framework map that defines various location criteria for areas of focus for developing multifamily housing.
4. **Opportunity Site Analysis and Mapping** – select specific opportunity sites based on context conditions and sound placemaking principles; build on information in the existing candidate site selection analysis.

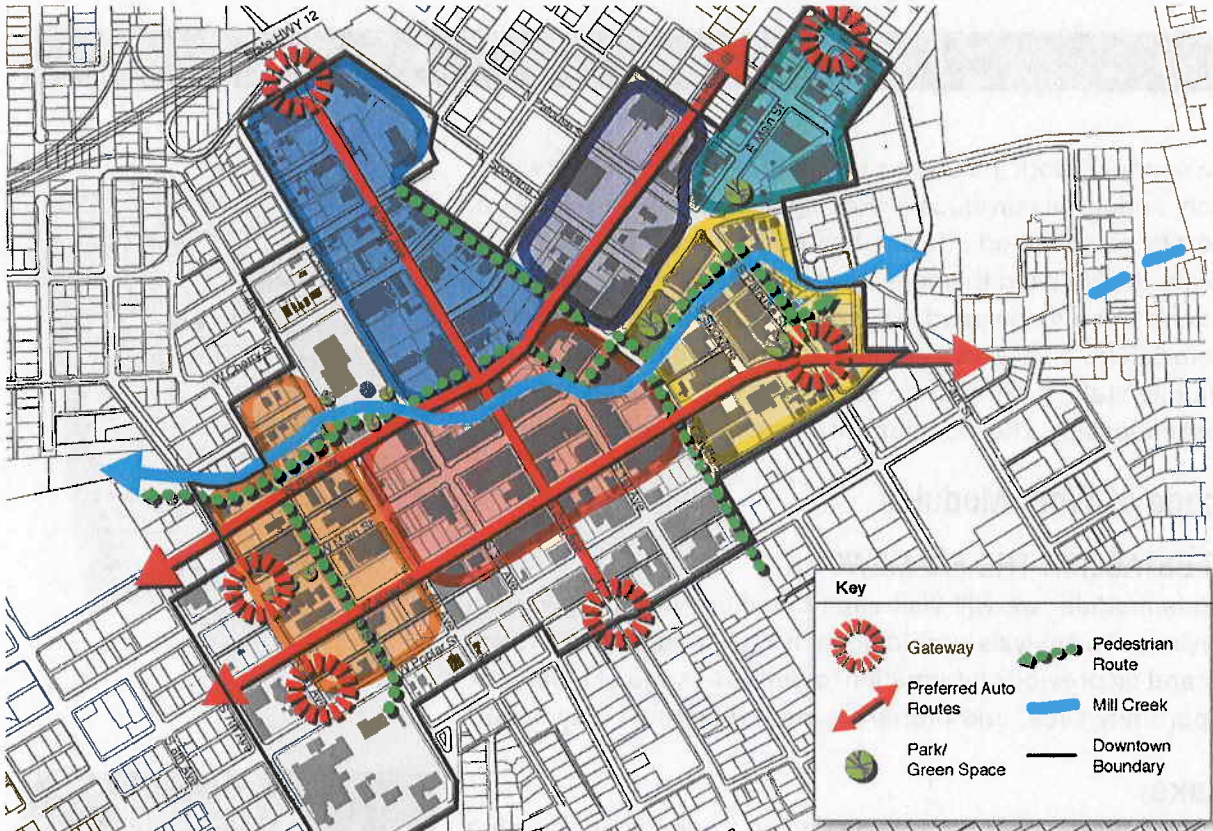
PRODUCTS:

- Working paper, describing the physical characteristics of the five communities that may influence considerations of compatibility. This will include existing conditions photographs taken on-site.
- Framework Map diagramming community character and a framework for locating infill sites.
- Map of potential infill sites - this will use the existing infill sites map from previous outreach effort to identify any newly identified sites.



Aerial perspective of Sketch Up model

Work Sample of Framework Map - Walla Walla, Washington



Walla Walla, Washington Strategic Plan Framework Map defines land use and character areas, key gateways, circulation systems, and open space.

2.0 DEFINE THE CONTEXTS FOR INFILL

In this module, we will determine a range of up to six (6) "contexts" in which to consider infill. This will help us determine how many case studies and building prototypes need to be developed. It may also establish a basis for "context-sensitive" design principles or standards that may emerge during the process.

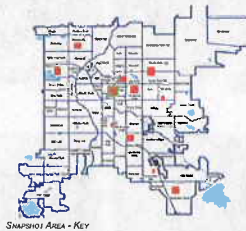
TASKS:

- Character Contexts** - based on the site analysis and mapping, we will develop a menu of character contexts that exist in each community where new housing development might occur. Some different character contexts could include:
 - Coastal Residential Neighborhood** (urban street grid, on-street parking, sidewalks, topography, mainly single family residences)
 - Coastal Village Center** (horizontal/vertical mixed use, permeable with connections to surrounding neighborhoods, quaint village feel, etc.)
 - Main Street and Highway 101 Corridor** (urban street grid and character, unique qualities, small lots, retail/commercial ground floor)
 - Inland Residential Neighborhood** (suburban street grid, large lot single family, topography)
 - Inland Village Center/Commercial Corridors** (commercial corridor development)
 - Pastoral/Rural Residential Neighborhood** (suburban/rural street grid, connections to trails and open space, large lots, equestrian feel)
- Outline Design Goals** - we will outline design goals for each of the contexts, drawing upon the broader goals developed previously.

PRODUCTS:

- Series of 11x17 exhibits describing character contexts with text, typical characteristics, aerial imagery, section sketches, GIS figure/grounds, and existing condition photographs.

TYPOLOGY A2

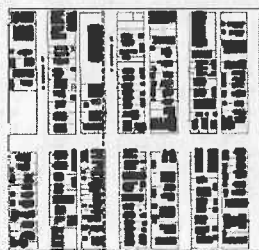
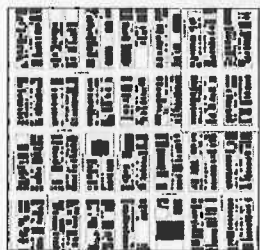


DESCRIPTION

This area exhibits both an earlier form of residential and sequential development of more recent commercial and residential. The area in general retains a relatively constant central north-south alley circulation providing access to the rear from both residential and commercial uses. The residential sections of the area retain an earlier detached sidewalk circulation pattern with significant presence of mature street trees, despite the concentration of development. More recent development achieves a hard street edge in certain places but elsewhere presents open parking lot spaces to the street frontage. Building height ranges from single story residential and commercial development to a series of buildings of multiple stories. Coverage of the lot can be total or relatively high in the interspersed commercial and residential collage.

Differs from A1:-

- Appears to be derived from A1 but subject to notable change over time creating larger scale development within original pattern.
- Significant lot amalgamation
- Resembles patterns found in B2 but with higher lot coverage and greater diversity of building height.



FRAMEWORK FEATURES	
Street Pattern	RECTILINEAR GRID
Street Width	MEDIUM AVENUES & NARROWER STS.
Sidewalk Location	GENERALLY DETACHED
Alleys	CONSISTENT
Street Trees	WIDESPREAD IN RESIDENTIAL
Block Width	300' BY 500'
Construction Diversity	GENERALLY DIVERSE

LOT FEATURES	
Lot Size	40' BY 125' (MUCH MODIFIED)
Lot Shape & Orientation	RECT., PERP. TO STREET
Lot Width	40' BUT MUCH AMALGAMATION
Lot Coverage	VERY HIGH, 50 - 95%
Building Orientation	GEN. WITH LOT
Building Placement	FORWARD OR CENTRAL
Private Access Location	REAR & STREET ACCESS

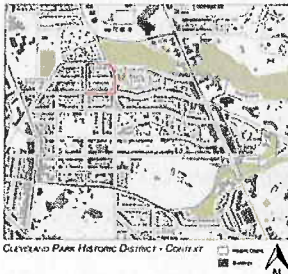
BUILDING PLACEMENT	
Front Setback	10-30'
Side Setback	5'
Rear Setback	20' - VARIES

BUILDING FORM	
Building Height	2 TRAD. - 1 TO MULTI SEEN
Plane Height	
Road Ridge Height	
Road Form	FRONT GABLE FLAT
Entry (Front Door Orientation)	SOME FRONT
Transparency (Windows Location %)	

Character assessments with development pattern and building typologies were conducted for the Denver Zoning Code Update project.

Work Sample of Character Context - Cleveland Park, DC

TYPOLOGY A



FRAMEWORK FEATURES

Street Pattern: IRREGULAR RECTILINEAR GRID
 Street Width: SMALL AVENUES & NARROW STREETS
 Seemly Location: DETACHED
 Alleys: IN THE REAR OF ALL HOMES
 Street Trees: REGULAR PATTERN
 Block Work: RELATIVELY CONSISTENT 350' X 625'
 Compliance/Quality: RELATIVELY CONSISTENT



LOT FEATURES

Lot Size: 35'-00" X 110'-125"
 Lot Shape & Orientation: LONG, NARROW, PERP TO STREET
 Lot Work: NARROW WITH SOME EXCEPTIONS
 Lot Coverage: XXXX
 Building Orientation: GEN WITH LOT
 Building Placement: FORWARD
 Parking Access/Location: ON STREET & GEN REAR ACCESS



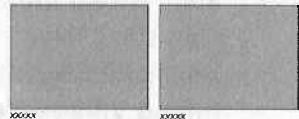
BUILDING PLACEMENT

Front Setback: 15-20'
 Side Setback: 5'
 Rear Setback: 40'



BUILDING FORM

Building Height: XXXX
 Roof Form: HIP, GABLE, AND FLAT
 Entry (Shrub/Door Orientation): CONSISTENT SMALL FRONT PORCH

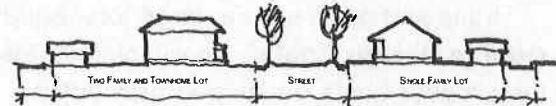


SNAPSHOT AREA - BUILDING FIGURE GROUND DIAGRAM

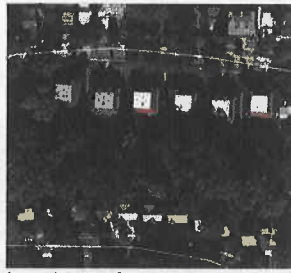
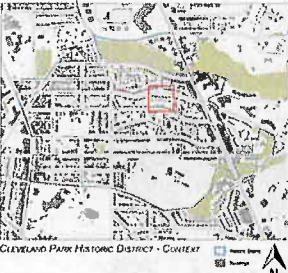
DESCRIPTION

Historic: Development in this area occurs post 1920's

General Description: The area has a rectangular street block with alley access; the alleys generally divide the block in an "H" configuration. Lots vary in size and are oriented north and south along the center of the blocks; and are oriented east and west along the ends of the block. These blocks generally slope from east to west. Single family, two-family and town home residences occur along the street.

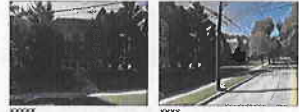


TYPOLOGY D



FRAMEWORK FEATURES

Street Pattern: CURVILINEAR STREET BETWEEN TRADITIONAL RECTILINEAR STREET PATTERN
 Street Width: NARROW
 Seemly Location: DETACHED
 Alleys: IN THE REAR OF APARTMENTS, NONE FOR RESIDENCES
 Street Trees: REGULAR PATTERN
 Block Work: LONG BETWEEN REGULAR RECTILINEAR STREETS
 Compliance/Quality: CONSISTENT



LOT FEATURES

Lot Size: APARTMENTS 130' X 80', RESIDENCE 40-50' X 100-100'
 Lot Shape & Orientation: VARYING SHAPES ORIENTED TOWARDS STREET FRONTAGE
 Lot Work: NARROW WIDTH FOR RESIDENCE, SQUARE WIDTH FOR APARTMENTS
 Lot Coverage: XXXX
 Building Orientation: ORIENTED TOWARDS STREET CURVE
 Building Placement: FORWARD FOR RESIDENCE, DEEP SET-BACK FOR APARTMENTS
 Parking Access/Location: ON STREET, RESIDENTIAL DRIVEWAY ACCESS, APARTMENT ALLEYWAY GARAGES



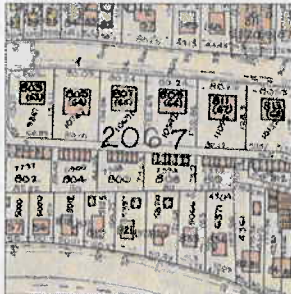
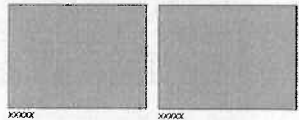
BUILDING PLACEMENT

Front Setback: RESIDENCES - 20'-35', APARTMENTS - 60-70'
 Side Setback: 15-20'
 Rear Setback: VARYING



BUILDING FORM

Building Height: APARTMENTS - XXXX
 RESIDENCES - XXXX
 Roof Form: HIP
 Entry (Shrub/Door Orientation): RESIDENCE - SMALL FRONT PORCH
 APARTMENTS - RECESSED ARCH



SNAPSHOT AREA - BUILDING FIGURE GROUND DIAGRAM

DESCRIPTION

XXXXXX

Differs from other traditional typologies:

- XXXX
- XXXX
- XXXX

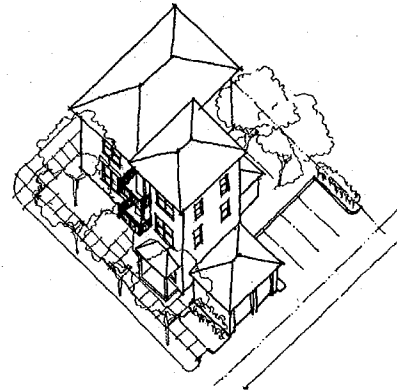
3.0 DEVELOPMENT PROTOTYPES

In this module we will develop a series of multifamily infill development and site prototypes that could occur in the city, with an emphasis on higher density and mixed-use products. They will represent architectural character that may be appropriate in the city, list basic statistical data per prototype (such as average densities,) and identify which prototypes are appropriate for different site contexts. This module will consist of two main tasks:

TASKS:

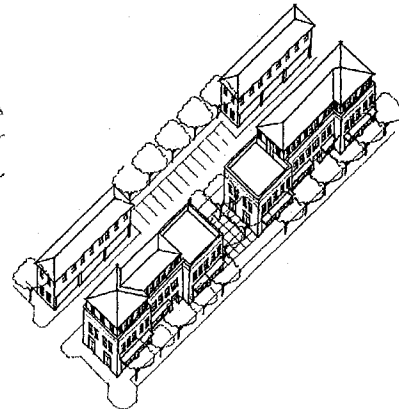
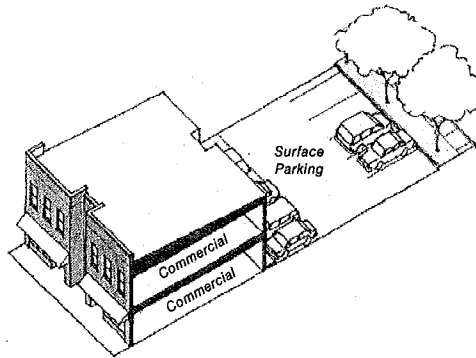
1. Building Prototypes - we will use Sketch Up to computer model five (5) different building prototypes that would be appropriate for multifamily housing infill in the city. The models will illustrate different design tools that could help to enhance compatibility, such as varied building massing, and appropriate form controls. The models will not include detailed information such as materials, but will include appropriate information to depict scale such as basic windows and doors. They will be accompanied by photos of actual buildings which will show more detail. Potential building prototypes are:

- **Mixed Use** - commercial ground floor, residential above
 - » 2-story
 - » 3-story (partial to full)
- **Multi-Family** (mainly 3-story)
 - » Walk-ups (single-loaded)
 - » Apartments (double-loaded)
- **Attached Single Family** (1 to 3 stories)
 - » Townhouse/Rowhouse
 - » Duplex/Triplex
 - » Courtyard Housing
 - » Accessory Dwelling Units



2. Site Prototypes - we will develop a menu of site types that should be considered for infill, with the purpose of considering how different design solutions for compatibility may be affected by site features. We will use aerial imagery, much like in the menu of character contexts, to describe such site prototypes. Some potential site prototypes include:

- **By size**
 - » Small
 - » Medium
 - » Large
 - » Extra Large
- **By depth**
 - » Narrow
 - » Deep
 - » Irregular



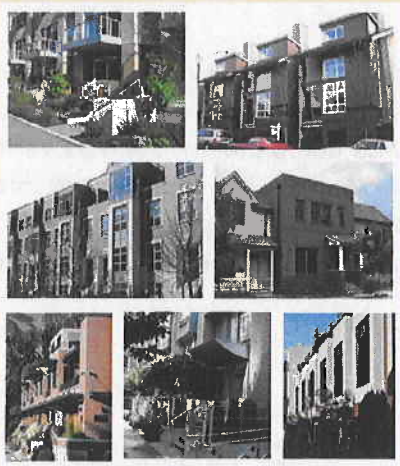
Work Sample of Development Prototype - Arvada, CO

DESIGN GUIDELINES FOR OLDE TOWN ARVADA
CITY OF ARVADA, CO


Winter & Company
Shears Adkins

Building Type A: Multifamily Residential Infill (two and three stories) at the Street

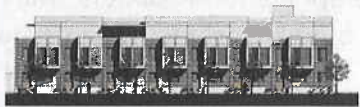
PHOTOS
The images shown portray a multifamily building type that may be appropriate for Old Town Arvada.



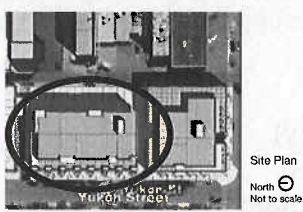
MODEL
The infill study represents a multifamily building within the Arvada Old Town context. Please understand the model that is shown is provided to gain feedback from citizens regarding building mass and scale in the Old Town area and does not imply a future project.




Birds eye view



Elevation



Site Plan
North 
Not to scale

MODEL NOTES

Building placement:

- orients to the sidewalk with a porch/stoop

Building articulation:

- notched facade
- third story set back
- change in height
- window/balcony/entry porch projections
- floors and modules are defined by a change in material, color and/or detail

First floor definition:

- entry porch
- windows

Building height

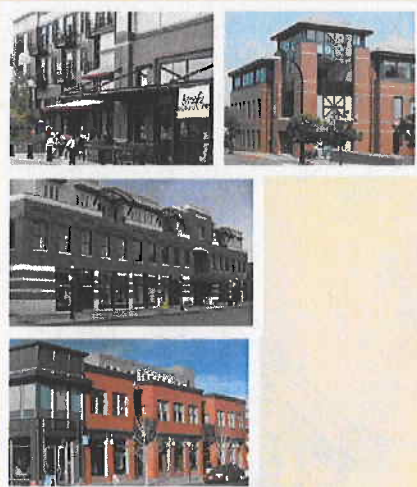
- 37 feet

DESIGN GUIDELINES FOR OLDE TOWN ARVADA
CITY OF ARVADA, CO


Winter & Company
Shears Adkins

Building Type C: Mixed-use Building Surface Parking (two and three stories)


PHOTOS
The images shown portray a mixed-use building type that may be appropriate for Old Town Arvada. This building type provides surface parking behind the building.



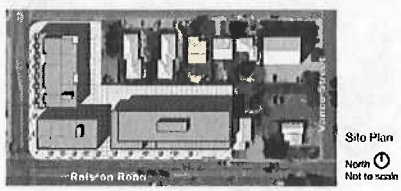
MODEL
The project shown represents a mixed use building envelop with surface parking located on site in the Arvada Old Town context. Please understand the model that is shown is provided to gain feedback from citizens regarding building mass and scale in the Old Town area and does not imply a future project.




Birds eye view



Elevation



Site Plan
North 
Not to scale

MODEL NOTES

Building placement:

- orients to the sidewalk

Building articulation:

- Building A - three story building anchors corner
- Building B - third floor is set back from front facade
- notched facade
- change in cornice line
- change in height
- floors and modules are defined by a change in material, color and/or detail
- vertical circulation building feature

First floor definition:

- storefront and canopy

Building height

- 40 feet

3. Photo Analogies of Compatible Infill - we will combine concepts for different building and site types and architectural styles appropriate for Encinitas with different locations, to illustrate how design principles for compatibility may be adjusted to fit different settings. These will illustrate principles of site planning that may enhance compatibility, creating transitions between uses, orientation of buildings and general building form. These will include:

- Mixed Use prototypes
- Pure Residential prototypes
- Various parcel prototypes (small, narrow lot versus large, deep lots)

PRODUCTS:

- Working paper, with illustrations of the different building and site prototypes including a photo matrix poster showing where particular building prototypes are appropriate within different site prototype conditions and contexts.



Photo analogies of buildings that are appropriate in the context for Encinitas, CA in terms of architectural styles and building types will be used.

VERTICAL MIXED USE BLOCK

A vertical mixed use block is usually more intensive than a horizontal mixed use block, often requiring underground or above-grade structured parking to accommodate the on-site needs. These examples show how vertical mixed use development can be successfully integrated into a historic downtown with similar form and massing as historic buildings, but with a contemporary feel.

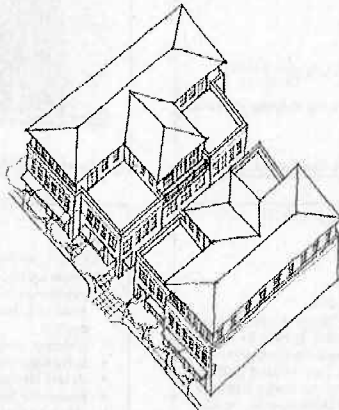


Diagram illustrating a vertical mixed use block development scenario.




Vertical mixed use blocks tend to be larger in mass and scale. Stepping back upper floors, as shown in some of these examples, is one way to reduce the scale of the building from the street level. Parking is generally located underground or in a structure. (Note that a fourth floor, such as the one illustrated at the left, would require special review in Georgetown, but is used to illustrate principles of varied massing.)

Georgetown, Texas Master Plan project included various building prototypes accompanied by photo analogies.

Work Sample of Opportunity Site Studies - Fort Collins, CO

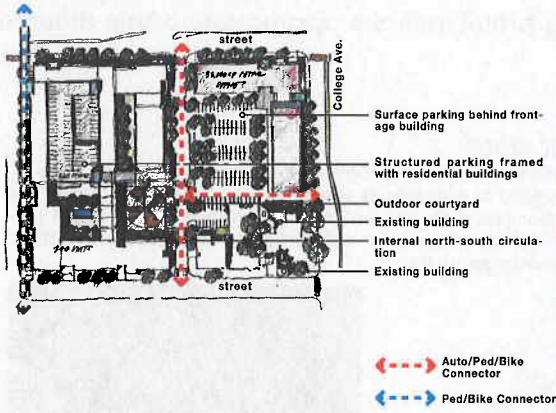
PUBLIC REVIEW DRAFT



CASE STUDY 3:

Medium Parcel Development:

This medium-sized parcel has a deep width between MAX and College Avenue, which allows for a mid-block north-south connector. Structured parking is framed by residential buildings, while surface parking sits behind frontage buildings along College Avenue. A focal point and outdoor plaza in the interior of the block is located at the terminus of an east-west connector.



6-6 Fort Collins Midtown Plan

PUBLIC REVIEW DRAFT

KEY DESIGN PRINCIPLES:

- Buildings address and define streets
- Encourage pedestrians and bicycles
- Provide promenade along transit corridor
- Create internal plazas and open spaces
- Provide north-south circulation option mid-block
- Internalize and wrap parking
- Minimize curb cuts

CASE STUDY 3

Property Area:
6 AC





Building Square Footage:
Retail/Office - 33,000 gsf
Residential - 270,000 gsf / (240 units)

Building Height:
4 stories

Parking Spaces
Structured - 360 spaces
Surface - 100 spaces


ILLUSTRATIONS:

Below are some examples of buildings and their adjacent space that represent the scale of development illustrated in the sketch plan and their related design principles

5. Development Prototypes 6-7

PUBLIC REVIEW DRAFT

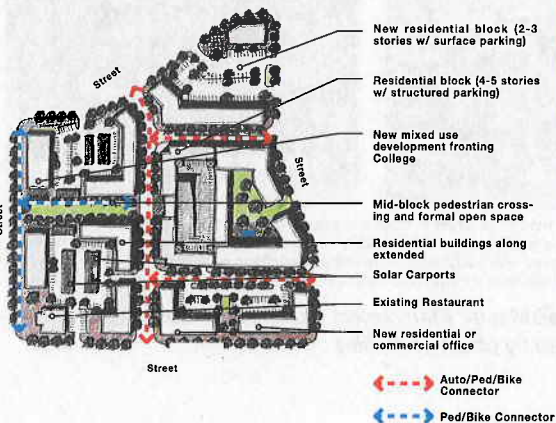


CASE STUDY 7:

Multiple Blocks Coordinated

This scenario illustrates how the principles for redevelopment can extend to several adjoining blocks, in which public streets and internal private lanes are interconnected to provide continuity of circulation. New buildings define street edges, with parking located to the interior (some in surface lots, others in structures.) Open spaces provide pedestrian access through some blocks as well, and reduce walking distances.

Combined, these blocks are more intense in the density of their development. While some buildings are only two or three stories, some rise to four and even five stories.



6-14 Fort Collins Midtown Plan

PUBLIC REVIEW DRAFT

KEY DESIGN PRINCIPLES:

- Break up into smaller blocks to provide a more pedestrian friendly environment
- Provide a diversity of higher density housing options
- Buildings address and define streets
- Encourage pedestrians and bicycles
- Create internal plazas and courtyards
- Internalize and wrap parking
- Minimize curb cuts

CASE STUDY 7





Property Area:
13 AC

Building Square Footage:
Retail/Office - 93,000 gsf
Residential - 285,000 gsf / (285 units)

Parking Spaces
Structured - 360 spaces
Surface - 340 spaces

ILLUSTRATIONS:

Below are some examples of buildings and their adjacent space that represent the scale of development illustrated in the sketch plan and their related design principles

6. Development Prototypes 6-15

4.0 OPPORTUNITY SITE SKETCHES AND MODELS

Building upon the development prototypes from module 3.0, in this module, we will develop context-specific case studies to illustrate the principles of compatible infill. Prototypical sites will be illustrated that represent a range of contexts and site prototype conditions within the city. In some instances, a case study will offer two alternatives in order to demonstrate different site yields and densities.

Each opportunity site and alternative will include a description of land use and a detailed program. They will be developed in Sketch Up and show a similar level of detail as the building prototypes, with added detail for site conditions, showing streets, sidewalks, basic landscaping, parking, and other site conditions, as necessary to portray the concept. They will show surrounding context, as appropriate, although the level of detail of surrounding context models will be simplified. The case studies may be used by the city in preparing EIR alternatives pursuant to CEQA.

TASKS:

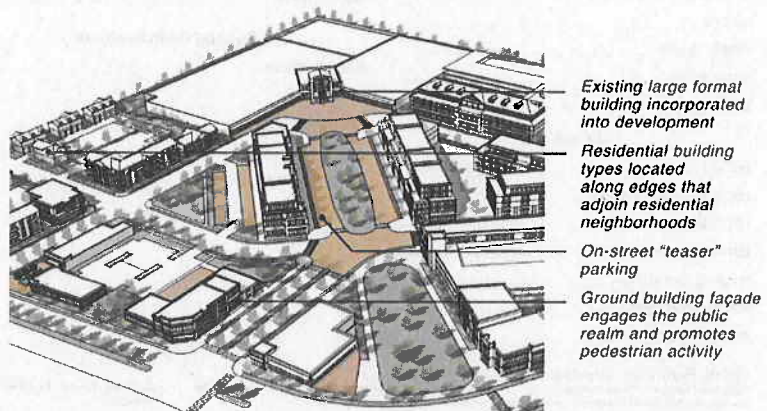
- 1. Main Street Mixed Use** (small parcels, individual ownership, main street character, mixed use)
 - Phase 1 - one or two parcels
 - Phase 2 - larger assemblage of property
- 2. Village Center** (medium-sized parcels, low-scale mixed use, permeable, sensitive connections to neighbors)
- 3. Residential with Agriculture** (medium-sized parcels with good depth for residential, some topography, combination of residential prototypes, adjacent to arterial/transit)
 - Build up, not out (mainly 3-story residential and live/work)
 - Build out, not up (mainly 2-story residential and live/work)
- 4. Commercial Corridor Mixed Use** (large parcels, mixed use, village character)
 - Build up, not out (vert. mixed use)
 - Build out, not up (horiz. Mixed use)

Each opportunity site will:

- Include a plan view and perspective
- Include programs and site yields
- Demonstrate appropriate urban design concepts (pedestrian connections, edge conditions, etc.)
- Demonstrate appropriate architectural concepts (massing, form, etc.)

PRODUCTS:

- Working paper, with a series of sketch site plans, illustrating site yield, accompanied by computer models and photo analogies, as needed to convey the character



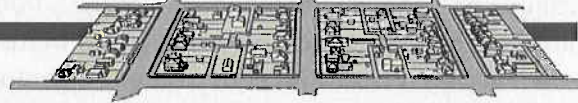
Roswell, Georgia opportunity site sketch

Work Sample of Open House Material - Fort Collins, CO

City of Fort Collins Eastside and Westside Neighborhoods Character Study

Activity #3: Design Alternatives (Context A1)

This activity presents a variety of new construction designs on a sample lot in one neighborhood context. As a team, discuss each design and use markers, pens or Post-it notes to indicate whether it is compatible with the illustrated context, as well as any specific features that promote compatibility. The designs illustrate a number of variables, including height, lot coverage, the percent of the lot covered by buildings, and wall length. Understanding which design variables contribute most to neighborhood compatibility will help determine how new construction can best fit into a variety of neighborhood contexts.



Neighborhood Context: This poster presents design alternatives on a sample lot in the neighborhood context above. The context illustrates existing conditions in one three block area of the Westside. Illustrated features include street, lot and open space patterns, as well as building placement, massing and height. Other posters illustrate new construction on sample lots in a variety of other contexts in the Eastside and Westside Neighborhoods.

<p>Overall, the new construction illustrated above is:</p> <input type="checkbox"/> Compatible <input type="checkbox"/> Somewhat Compatible <input type="checkbox"/> Not Compatible	<p>Do any design features illustrated above contribute to compatibility?</p> <p>Do you have other comments on the illustrated design?</p>	<p>Overall, the new construction illustrated above is:</p> <input type="checkbox"/> Compatible <input type="checkbox"/> Somewhat Compatible <input type="checkbox"/> Not Compatible	<p>Do any design features illustrated above contribute to compatibility?</p> <p>Do you have other comments on the illustrated design?</p>	<p>Overall, the new construction illustrated above is:</p> <input type="checkbox"/> Compatible <input type="checkbox"/> Somewhat Compatible <input type="checkbox"/> Not Compatible	<p>Do any design features illustrated above contribute to compatibility?</p> <p>Do you have other comments on the illustrated design?</p>
<p>Overall, the new construction illustrated above is:</p> <input type="checkbox"/> Compatible <input type="checkbox"/> Somewhat Compatible <input type="checkbox"/> Not Compatible	<p>Do any design features illustrated above contribute to compatibility?</p> <p>Do you have other comments on the illustrated design?</p>	<p>Overall, the new construction illustrated above is:</p> <input type="checkbox"/> Compatible <input type="checkbox"/> Somewhat Compatible <input type="checkbox"/> Not Compatible	<p>Do any design features illustrated above contribute to compatibility?</p> <p>Do you have other comments on the illustrated design?</p>	<p>Overall, the new construction illustrated above is:</p> <input type="checkbox"/> Compatible <input type="checkbox"/> Somewhat Compatible <input type="checkbox"/> Not Compatible	<p>Do any design features illustrated above contribute to compatibility?</p> <p>Do you have other comments on the illustrated design?</p>

Community Workshop #1

Work Sample of Open House Material - Denver, CO

Team Workshop Summary Sheet for Typology:

Group: _____

Exercise 1: Framework and Lot Features

- Steps to complete the exercise:
- 1 - Review the citywide typologies map to locate the snapshot area
 - 2 - Review the written description of the typology on the typology summary sheet
 - 3 - Review the list of framework features on the typology summary sheet
 - 4 - Working as a group, comment on and edit the list of framework features below
 - 5 - Review the list of lot features on the typology summary sheet
 - 6 - Working as a group, edit and comment on and add the list of lot features below

Framework Features:

STREET PATTERN: _____
 STREET WIDTH: _____
 SIDEWALK LOCATION: _____
 ALLEYS: _____
 STREET TREES: _____
 BLOCK WIDTH: _____
 CONSISTENCY/DIVERSITY: _____

Lot Features:

LOT SIZE: _____
 LOT SHAPE & ORIENTATION: _____
 LOT WIDTH: _____
 LOT COVERAGE: _____
 BUILDING ORIENTATION: _____
 BUILDING PLACEMENT: _____
 PARKING ACCESS/LOCATION: _____

Exercise 2: Building Placement and Form Features

- Steps to complete the exercise:
- 1 - Review the list of building placement features on the typology summary sheet
 - 2 - Working as a group, comment on and edit the list of building placement features below
 - 3 - Review the list of building form features on the typology summary sheet
 - 4 - Working as a group, edit and comment on and edit the list of building form features below

Building Placement Features:

FRONT SETBACK: _____
 SIDE SETBACK: _____
 REAR SETBACK: _____

Building Form Features:

BUILDING HEIGHT: _____
 PLATE HEIGHT: _____
 ROOF RIDGE HEIGHT: _____
 ROOF FORM: _____
 ENTRY (Porch/Door Orientation): _____
 TRANSPARENCY (Window Location & %): _____

Exercise 3: Defining the Range of this Typology

- Steps to complete the exercise:
- 1 - Review the areas indicated as your assigned typology on the citywide typologies
 - 2 - Review the typology descriptions on the 11x17 handout summarizing all typologies (giving special attention to typologies located near your assigned typology)
 - 3 - Answer the questions below

Are there changes you would make to the boundaries of your typology?

Are there areas you would add to or delete from this typology?

Group Summary Questions:
 Summary Question #1: How well do the current typologies work in defining basic residential character areas (recognizing that there will still be variety within typologies)?

Summary Question #2: What would you identify as the three most important factors that define residential character?

5.0 PREPARE MATERIALS FOR OPEN HOUSES

In this module, we will assist staff in assembling materials produced in the preceding steps into a format that will invite community comment. These will be designed for hands-on work, as well as for publication on the web.

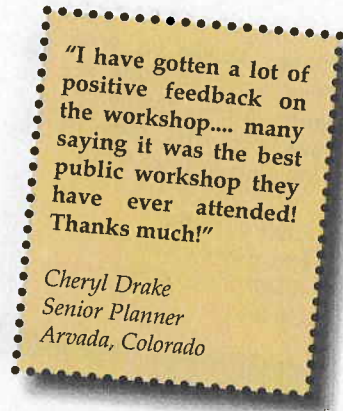
Open Houses will be held with the five (5) different communities (and 1 city-wide). They will be geared toward facilitating discussions in order to receive feedback from different groups and to identify appropriate locations for higher density housing, as well as medium and low-density options, which will lead to appropriate rezones.

TASKS:

1. **Prepare Open House Materials** - the above-listed scope of work elements will be assembled into appropriate open house format materials, such as posters, hand-outs, etc.

PRODUCTS:

- Posters highlighting existing community character, opportunity sites, and contexts (these will be designed to be interactive).
- Handouts with instructions for participation (coordination with Peak Democracy's online engagement tool will be necessary)
- Image sheets of photo analogies for ranking which prototypes are appropriate in each community and character context.
- Peer review PowerPoint prepared by staff (one review).
- Peer review condensed brochure prepared by staff (one review).



Materials will be assembled into a format that will invite community comment and interaction.



"Many thanks for your hard work and fine reports. All are greatly appreciated. We hope to use your services again!"

Eileen B. Segrest,
Executive Director,
Atlanta Preservation
Center

6.0 ASSIST STAFF WITH PRESENTATIONS

Winter & Company will assist staff in presenting materials and outreach findings to City Council and the Planning Commission.

TRIP #2 (SEPTEMBER 4, 2014 - TENTATIVE):

- Presentation to Planning Commission on outreach findings

TRIP #3 (SEPTEMBER 24, 2014 - TENTATIVE):

- Presentation to City Council on outreach findings

7.0 PREFERRED PLAN AND FINAL GRAPHICS

Based on feedback from open houses, we will amend the graphics (Sketch Up models, photo analogies and opportunity site studies) and deliver to staff to use in reports to the Planning Commission and City Council.

PRODUCTS:

- Preferred plan (with a maximum of one minor revision following City Council)
- Amended materials per above



Participants engaged in workshop activity



Aerial perspective - hand sketch and rendering



Perspective - Sketch Up



Illustrative Plan - mixed media

Optional Additional Service

DEVELOP DESIGN GUIDELINES

Concise design guidelines will be developed based on the results of the study for key opportunity sites. These will help achieve the vision for the higher density infill residential in Encinitas based on feedback and acceptance from the community. They will expand on the design principles set forth in the previous modules of the work effort. The guidelines will illustrate principles for compatible new construction. They will address:

- Neighborhood transitions
- Street edge
- Architectural character
- Site design

TASKS:

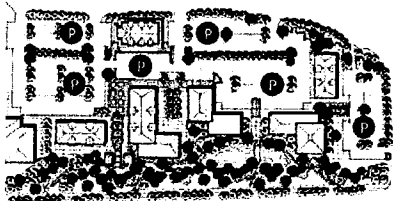
1. **Draft Design Guidelines** - one working draft of the document will be produced initially to allow for one iteration of comments from staff.
2. **Final Design Guidelines** - we will amend the document based on any comments received and deliver the final document to staff.

PRODUCTS:

- Design Guidelines Document (not to exceed 30 pages)

SURFACE PARKING ON SITE
A goal for Midtown is to increase the density of development such that most parking will be in structures, either in facilities primarily designed for parking, or in a building in which parking serves other uses on the site. However, some surface parking will continue to be necessary. Where it does occur, the visual impact of surface parking should be minimized.

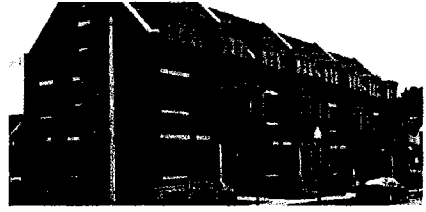
1. **Locate a parking area to the interior of a site where feasible.**
 - a. This is especially important on a corner property.
 - b. This is generally more visible than an interior lot, and it is important to provide a sense of enclosure to the street wall.
 - c. Place the parking at the rear of the site, or if this is not feasible, beside the building.
 - d. Provide a clear path from parking to a building entrance.
2. **Provide a visual buffer where a parking lot abuts a public sidewalk.**
 - a. Note that "buffering" does not mean fully screening the parking, but it does involve creating a visual "filter" that softens the view of parked cars.
 - b. A low wall may be used as a buffer. Its materials should be compatible with those of the building on the site.
 - c. A planted buffer may also be used, consisting of a combination of trees, shrubs and ground covers. (Usually a minimum of 3 feet in width.)



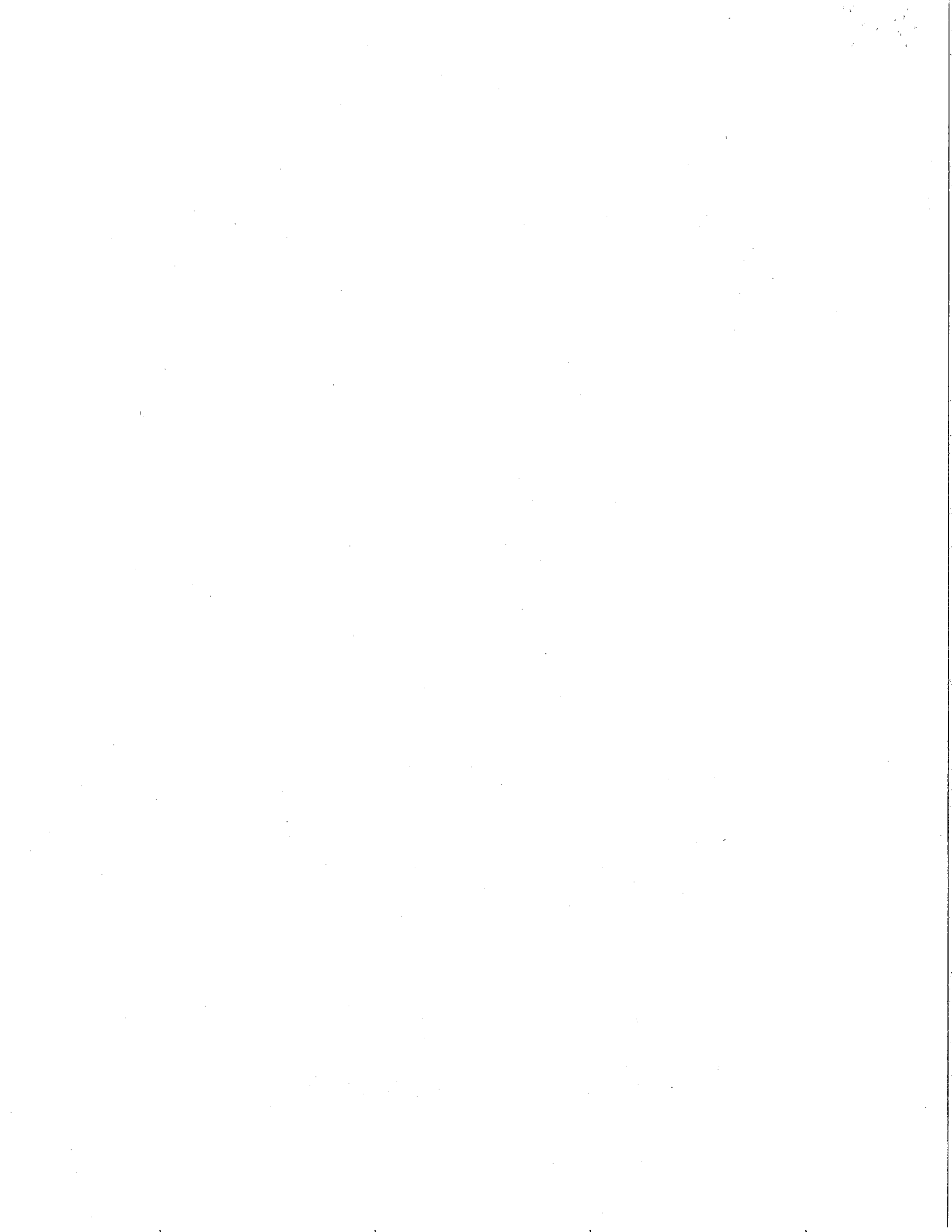
Divide a large parking area into small "pods" with landscape buffers.

BUILDING SCALE
A new building should convey a sense of human scale. This can be achieved when one can reasonably interpret the size of a building by comparing features of its design to comparable elements in one's experience. Generally, a building's mass, height and articulation define human scale in a building.

1. **Establish a sense of human scale in a building design with use of materials.**
 - a. Use materials that convey scale in their proportion, detail and form. For example, materials applied in units, panels or modules help to convey a sense of scale.
2. **Establish a sense of human scale in a building design with vertical articulation.**
 - a. Use moldings, columns, a change in material or an offset in the wall plane to define different building modules.
 - b. Organize vertical articulation to reflect traditional lots widths or facade dimensions.
3. **Establish a sense of human scale in a building design with horizontal expression at lower floor heights.**
 - a. Use moldings, a change in material, or an offset in the wall plane to define the scale of lower floors in relation to the street.
 - b. Align the features with similar ones along the street, where a distinct alignment pattern exists.



Use vertical and horizontal articulation design techniques to reduce apparent scale.



ATTACHMENT "B"
HOUSING ELEMENT UPDATE
WORK PROJECT # WC14B
(Payment For Services)

The CITY shall pay CONSULTANT for the DESCRIBED SERVICES as follows:

The CITY hereby agrees to pay the CONSULTANT, as full compensation for the CONSULTANT'S services upon this project, a basic fee not to exceed \$78,248. Additional fees for Extra Work, if any, are to be computed and paid as provided in Section 6.0 of this AGREEMENT.

[Estimated Project Fee and Budget Schedule attached]

Reimbursable expenses for tasks will be paid on a monthly basis as the expenses are incurred by the CONSULTANT. Payment shall be made by the CITY to the CONSULTANT upon the receipt of an invoice itemizing the number of hours worked by task and work elements performed for the period covered by the invoice and/or incurred expenses. Direct costs associated with this project are included in the basis of compensation.

The total amount for each task as specified in the Estimated Project Fee and Budget Schedule (attached) shall not be exceeded except as provided in Section 6.0 of this AGREEMENT. Monthly progress payments will be made as follows: After commencement of work under this AGREEMENT and at expiration of each month of work thereafter, CONSULTANT will verify all work performed on a form acceptable to the City Manager. CITY and CONSULTANT will work together to ensure monthly invoicing is accompanied by satisfactory documentation of expenses.

The CITY will retain ten percent (10%) from the amounts invoiced until satisfactory completion of work and the final invoice has been processed. A partial payment computed by multiplying the basic fee by this percentage shall then become due and payable, provided however, that no more than ninety percent (90%) of the total fee will be paid during the performance of this AGREEMENT. The balance of said fee shall become due and payable upon completion of all duties under this agreement, final approval of the project by the City Manager, and delivery to the City Manager of all material and documents defined as property of the CITY by Section 10.0 of this AGREEMENT. All services shall be performed to the satisfaction of the City Manager and CITY shall not be liable for any payment under this AGREEMENT for services which are unsatisfactory and which have not been approved by the City Manager.

Work related to optional tasks shall not be initiated without prior approval by the CITY. The CITY, at its sole discretion, may elect to proceed through a competitive procurement process for the optional services listed in Additional Services – Design Guidelines. In consideration of the professional services offered, the optional task to prepare design guidelines and ordinances has been prepared with a fixed fee not to exceed \$21,750. The payment schedule for optional tasks shall replicate the method of payment for primary tasks as specified herein.

FEE

1.0. Establish the Framework

Personnel Fees	Rate	Hours	Amount
N. Winter	\$175	20	\$3,500
C. Bostic	\$130	24	\$3,120
C. Ball	\$70	10	\$700
E. Shears	\$70	2	\$140
Total Fees Item 1.0			\$7,460

2.0 Define the Contexts for Infill

Personnel Fees	Rate	Hours	Amount
N. Winter	\$175	10	\$1,750
C. Bostic	\$130	36	\$4,680
C. Ball	\$70	16	\$1,120
E. Shears	\$70	4	\$280
Total Fees Item 2.0			\$7,830

3.0 Development Prototypes

Personnel Fees	Rate	Hours	Amount
N. Winter	\$175	12	\$2,100
C. Bostic	\$130	72	\$9,360
C. Ball	\$70	84	\$5,880
E. Shears	\$70	10	\$700
Total Fees Item 3.0			\$18,040

4.0 Opportunity Site Sketches and Models

Personnel Fees	Rate	Hours	Amount
N. Winter	\$175	8	\$1,400
C. Bostic	\$130	54	\$7,020
C. Ball	\$70	50	\$3,500
E. Shears	\$70	4	\$280
Total Fees Item 4.0			\$12,200

5.0 Prepare Materials for Open House

Personnel Fees	Rate	Hours	Amount
N. Winter	\$175	4	\$700
C. Bostic	\$130	24	\$3,120
C. Ball	\$70	40	\$2,800
E. Shears	\$70	4	\$280
Total Fees Item 5.0			\$6,900

6.0 Presentations

Personnel Fees	Rate	Hours	Amount
N. Winter	\$175	30	\$5,250
C. Bostic	\$130	10	\$1,300
Total Fees Item 6.0			\$6,550

*continued on next page.

7.0 Preferred Plan and Final Graphics

Personnel Fees	Rate	Hours	Amount
N. Winter	\$175	4	\$700
C. Bostic	\$130	24	\$3,120
C. Ball	\$70	30	\$2,100
E. Shears	\$70	4	\$280
Total Fees Item 7.0			\$6,200

Total Base Service Fees	\$65,180
Miscellaneous Needs (10% Project Contingency)	\$6,518

Base Service Expenses	Rate	# of Units	Amount
Airfare	\$450	4	\$1,800
Lodging	\$225	7	\$1,575
Car Rental	\$70	8	\$560
Other Ground Transportation	\$100	4	\$400
Meals	\$65	11	\$715
Technical Production	\$1,500	Lump Sum	\$1,500
Total Project Expenses			\$6,550

TOTAL PROJECT FEE AND EXPENSES	\$78,248
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Additional Services - Design Guidelines

Personnel Fees	Rate	Hours	Amount
N. Winter	\$175	32	\$5,600
C. Bostic	\$130	65	\$8,450
C. Ball	\$70	55	\$3,850
E. Shears	\$70	55	\$3,850
Total Additional Service Fees			\$21,750

TOTAL ADDITIONAL SERVICES FEE AND EXPENSES	\$21,750
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