



AMENDED CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on November 1, 2011**.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge, led by invitation
- b. Swearing in of Youth City Council
- c. Nebo Philharmonic Orchestra

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Chris Thompson – Utility Master Plans

5. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. * [Minutes of Spanish Fork City Council Meeting – October 18, 2011](#)
- b. * [Mountain Land Collections, Inc. Contract](#)
- c. * [Easement Agreement with Perry Enterprises Ltd](#)
- d. * [Easement Agreement with Strawberry Water Users Association](#)

6. NEW BUSINESS:

- a. Proposed modifications to the Legacy Farms CC&R's and Design Guidelines (Tabled from October 18, 2011) – Dave Anderson
- b. * [Legacy Farms Water Lease Back Agreement](#) – Junior Baker
- c. Economic Development Agreement with Tenedor – Junior Baker
- d. * [Proposed contract for TischlerBise, Inc. to provide Impact Fee Facilities Plans and Impact Fee Analysis for culinary water, sanitary sewer, storm drain and pressurized irrigation.](#) – Dave Anderson
- e. North Park Fill Contract – Chris Thompson

7. CLOSED SESSION:

- a. Legal

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

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**Tentative Minutes
Spanish Fork City Council Meeting
October 18, 2011**

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart, Richard Davis, Jens Nielson, Keir Scoubes.

Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Junior Baker, City Attorney; Chris Thompson, Public Works Director; Kent Clark, City Recorder/Finance Director; Dave Anderson, Community Development Director; Dale Robinson, Parks & Recreation Director; Chris Swenson, Building Official; Angie Warner, Deputy Recorder.

Citizens Present: Aaron Stern, Cami Bingham, Austin Bingham, Matthew Long, Ethan Shick, Garret Smith, Dylan Shick, Seph Pace, Tenett Houghton, Cary Hanks, Terri Weatherford, Noah Weatherford, Andrew ?, Brandon Gordon, Jay Rindlisbacher, Anita Christensen, D. Grotegut, Greg Magleby, Chris Salisbury.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Andersen called the meeting to order at 6:00 p.m.

Junior Baker led in the pledge of allegiance.

PUBLIC COMMENTS:

Cary Hanks, Director of the Spanish Fork Salem Area Chamber of Commerce reminded everyone that the shop local fair will join the farmers market this Saturday October 22. She directed the citizens to go online to the Chamber of Commerce website to vote for your favorite scarecrow. Also, Saturday October 29 get dressed up in your Halloween costume and join the Trick-or-Treat on Main Street from 1:00-3:00pm.

COUNCIL COMMENTS:

Councilman Scoubes thanked all that were involved with the great Harvest Moon Hoorah.

Councilman Dart encouraged senior citizens to get a membership at the senior center.

Councilman Davis said at the last Youth City Council meeting they had their elections. He read the names of the elected positions. Next City Council meeting we will be swearing them in.

Councilman Nielson attended the farmers market and it was great. He thought the "Meet the Candidate" night went well.

Mayor Andersen expressed that our community has been through a tragedy. Our condolences go to the families of the girls that were killed in the train accident. Also, thank you to the quick actions of those that helped save the young child at East Meadows Elementary.

SPANISH FORK 101: Kent Clark - Elections

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – October 4, 2011

- 49 b. Nebo School District & SFC Master Facility Use Interlocal Cooperation Agreement
- 50 c. Wasatch Pallet Phasing Contract
- 51 d. Easement Agreement with Covered Bridge Canyon Property Owners Association, Inc.
- 52 e. Easement Agreement with Van T. Nguyen
- 53 f. Spectrum Lease Agreement
- 54 g. Cold Springs Drain Line Project Services during Construction, Task Order 3
- 55 h. North Park Re-development Storm Drain Analysis Review, Task Order 4
- 56 i. Main Street River Bridge Replacement LOMR, Bowen, Collins and Associates, Task Order 6
- 57 j. Approval of Election Poll Workers
- 58 k. PEHP LTD Firefighter Agreement
- 59 l. Easement Agreement with Prescor Inc.
- 60 m. Easement Agreement with Kelton and Sue Nee Patten

61

62 Mayor Andersen requested making the correction of the bid amount for the arena design in the
63 October 4, 2011 minutes.

64

65 Councilman Leifson made a **motion** to **approve** the consent items.

66 Councilman Dart **seconded** and the motion **passed** all in favor.

67

68 **NEW BUSINESS:**

69 **Resolution #11-09 Extending the Life of Existing Connector's Agreements To More Closely Correspond** 70 **To The Useful Life of The Infrastructure Installed**

71 Junior Baker reviewed the Resolution:

- 72 1. *The existing connector's agreements for utilities are hereby extended to allow reimbursement for a*
73 *period of 30 years from the date of installation.*
- 74 2. *The existing connector's agreements for streets, curbs, and sidewalks are hereby extended to*
75 *allow reimbursement for a period of 20 years from the date of installation.*
- 76 3. *No interest shall accrue on connector's agreements; neither shall the value of improvements be*
77 *depreciated.*
- 78 4. *The existing connector's agreements which are active and being extended by this resolution are*
79 *listed on exhibit "A", attached hereto.*

80

81 Councilman Nielson made a **motion** to **approve** the Resolution #11-09 Extending the Life of Existing
82 Connector's Agreements To More Closely Correspond To The Useful Life of The Infrastructure Installed.

83 Councilman Davis **seconded** and the motion **passed** all in favor with a roll call vote.

84

85 **Cartegraph Contract to provide permitting software**

86 Dave Anderson explained that they have requested services to provide online software in their
87 department. Having this software will raise the level of service to our customers. Staff
88 recommends the mayor sign the contract with Cartegraph.

89

90 Councilman Leifson made a **motion** to **approve** the Cartegraph Contract.

91 Councilman Nielson **seconded** and the motion **passed** all in favor.

92

93 **Proposed modifications to the Legacy Farms CC&R's and Design Guidelines**

94 Greg Magleby said the Legacy Farms development has started and the open house is scheduled
95 for November 5. They requested 2 modifications to the design guidelines. First is the street tree
96 planting plan that was not included and would like to add the plan. Second is to add to the
97 fencing material. Now it says that all iron is to be powder coated and we are asking to add "or
98 leave natural" into the description and with time allow it to rust for a rustic look.

99

100 Councilman Davis commented that the powder coating will last longer than the rustic look. He
101 would like to see what this looks like before approving it.
102
103 Mr. Magleby said at the home it is a full concrete fence with the metal panels on all lots.
104
105 Councilman Davis asked if we could table this until the next meeting.
106
107 Councilman Davis made a **motion** to continue this item to the November 1st City Council meeting.
108 Councilman Nielson **seconded** and the motion **passed** all in favor.
109
110 **Crab Creek Trunkline Bid Award**
111 Chris Thompson said this line will allow the City to bring water down the canyon at different
112 pressures to help avoid pumping costs. If the City can take advantage of the low construction
113 costs now, we will be money ahead. Staff recommends awarding schedule A to Condie
114 Construction for the amount of \$1,931,381.00 and schedule B to B.D. Bush Excavation Inc.
115 \$415,288.96.
116
117 Councilman Dart made a **motion** to **approve** the Crab Creek Trunkline Bid Award to the following
118 two companies: Schedule A to Condie Construction for the amount of \$1,931.381.00 and
119 schedule B to B.D. Bush Excavation for the amount of \$415,288.96.
120 Councilman Davis **seconded** and the motion **passed** all in favor.
121
122 **Cut Bridge Widening Design Modification 1**
123 Chris Thompson said as Stanley Consultants has been designing the traffic signal for the Cut
124 Bridge the City has decided to add a coordinated dual signal. With this the bridge will need to be
125 widened with another lane. Staff recommends adding \$19,829.92 to Stanley Consultants
126 Contract to design the requested addition. There is money budgeted for the design, but there is
127 no money budgeted for the actual widening of the bridge. The City will have to collect money and
128 that will take a while.
129
130 Councilman Leifson made a **motion** to **approve** the Cut Bridge Widening Design Modification 1 to add
131 \$19,829.92 to the Stanley Consultants Professional Services Agreement.
132 Councilman Davis **seconded** and the motion **passed** all in favor.
133
134 **Crab Creek Transmission Line Services during Construction, Task Order 2**
135 Chris Thompson said that the City Engineering Division will do the survey and construction
136 management for the project but will need some additional help from Hansen, Allen & Luce to
137 ensure that the environmental and agency permitting requirements are completed. They would
138 also assist on any issues concerning the hydraulic model or their design. Staff recommends
139 awarding Task Order #2 to Hansen, Allen & Luce in the amount of \$24,982 for the Crab Creek
140 Transmission Line Services during construction.
141
142 Councilman Scoubes made a **motion** to **approve** the Crab Creek Transmission Line Services during
143 Construction, Task Order 2 to Hansen, Allen & Luce in the amount of \$24,982.
144 Councilman Nielson **seconded** and the motion **passed** all in favor.
145
146 **Indemnification Agreement for Use of the City of Saint George's Utility Pole Training Facility**
147 Seth Perrins explained that there are two facilities in Utah that the Electric Department can use
148 for training. One is in Salt Lake and the other is in St. George. St. George does not charge for

149 the use of the facility, but is asking for an indemnification agreement for situations if someone is
150 hurt. St. George is requesting to be added as an additional insured and URMMA does not allow
151 this. Staff recommends the Mayor sign the agreement that both cities decide on. Staff is
152 requesting this because the training is next week and we have to come to a decision before then.

153
154 Councilman Scoubes asked if this is just for this training next week.

155
156 Mr. Perrins said staff will request it for this training only.

157
158 Councilman Nielson made a **motion** to **approve** the mayor to sign the Indemnification Agreement for
159 Use of the City of Saint George's Utility Pole Training Facility.

160 Councilman Leifson **seconded** and the motion **passed** all in favor.

161
162 **2011 Fall Bank Stabilization Design and Permitting, Bowen Collins and Associates, Task Order 5**

163 Chris Thompson said Bowen, Collins and Associates have given us a proposal for design and
164 permitting for bank stabilization. Staff recommends the approval of Task Order #5 with Bowen,
165 Collins and Associates for the 2011 Fall Bank Stabilization Design and Permitting for the amount not to
166 exceed \$12,600.

167
168 Councilman Leifson made a **motion** to **approve** the 2011 Fall Bank Stabilization Design and
169 Permitting, Bowen Collins and Associates, Task Order 5 for the amount of \$12,600.

170 Councilman Scoubes **seconded** and the motion **passed** all in favor.

171
172 Councilman Dart made a **motion** to adjourn.

173 Councilman Scoubes **seconded** and the motion **passed** all in favor at 7:44 pm.

174
175 **ADJOURN**

176
177 **ADOPTED:** _____
Angie Warner, Deputy Recorder

MEMO

TO: City Council

FR: Tyler Jacobson

DATE: October 18, 2011

RE: SF City Collections Contract

Here is a copy of the purposed contract with Mountain Land Collections Inc. We currently have a contract with Mountain Land Collections Inc. to collect on our delinquent accounts all the way up to the point where they need to be turned over to an Attorney. The current contract requires Mountain Land to return the collection accounts back to us so that we can turn them over to our City Attorney to try and collect. This new contract will grant Mountain Land's Attorney's the ability to collect for us at no additional cost to the City.

This is thanks to legislation (Utah Code Ann. Section 12-1-11) that was passed last year which allows us to pass the cost of collecting on delinquent accounts on to the customer.



Mountain Land COLLECTIONS INC.

P.O. Box 1280 American Fork, Utah 84003
(801) 492-1596 Ut. County (801) 572-3337 Salt Lake County



AMERICAN COLLECTORS
association member

COLLECTION AGREEMENT

This agreement dated on the ____ day of _____, 20__ is entered into between Mountain Land Collections, Inc., hereafter known as Mountain Land and Spanish Fork City, hereafter known as Client.

All money collected for the Client by Mountain land will be deposited to a trust account as soon as received and held there until it is remitted to Client. Money will be remitted no later than 15th of the following month.

Any payments from assigned debtor made directly to Client are covered under this agreement and are subject to the contingency fees listed below. Mountain Land is to be notified within three business days of any such payment received so it can maintain compliance with the Fair Debt Collection Practices Act.

There will be a grace period of 10 calendar days from the date the accounts are submitted to Mountain Land for collections. During the grace period, any payment made and reported to Mountain Land will be taken at 0% commission.

Mountain Land agrees to pay all legal fees including court costs in the collection of accounts with no cost to Client, unless Client request more than what Mountain Land deems necessary to collect an account. Client will be responsible for legal fees after that point. If Mountain Land has judgment on one of Client's accounts, and Client requests the account be canceled and returned, Mountain Land will be entitled to regular commission and fees from client.

This contract can be canceled by either party with a written notice to other party. Mountain Land will be allowed 30 days to close and return accounts.

The following Contingency fees apply to accounts collected:

31 % Regular
40% Legal
50% Forward

Spanish Fork City
Client

40 S. Main St.
Address

Spanish Fork City UT 84660
City State Zip

801-798-5000 801-798-5005
Phone Fax

Contact Person

Mountain Land Collections, Inc.

Signature



Mountain Land COLLECTIONS INC.

*P.O. Box 1280 American Fork, Utah 84003
(801) 492-1596 Ut. County (801) 572-3337 Salt Lake County*



AMERICAN COLLECTORS
association member

BLANKET ASSIGNMENT FOR LEGAL ACCOUNTS

FOR VALUABLE CONSIDERATION, the undersigned does hereby transfer and assign and set over unto Mountain Land Collections, Inc. (our)(my) claim and demand against all debtors assigned together with all my rights, title and interest therein and demand represented thereby, and all rights of action accrued or to accrue thereon; and hereby grant unto said assigned, full power to sue for, collect, reassign, or in any other manner enforce collection therefore, in its own name.

Spanish Fork City

By: _____

Title: _____

Date: _____



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: October 21, 2011
Re: Easement Agreement with Perry Enterprises Ltd

STAFF REPORT

Spanish Fork City is about to construct a water transmission line down the canyon. The easement referenced in this agreement is to permit that line to cross the front of the property at the end of Canyon Road owned by Perry Enterprises Ltd. We estimated the value of this easement based on appraisal values from the Utah County Assessor's Office.

The cost of this easement is within existing city approved budgets. We recommend that the city council approve this easement agreement with Perry Enterprises Ltd for the amount of \$1,500.

Attached: agreement



**SPANISH FORK CITY CRAB CREEK TRANSMISSION LINE PROJECT
EASEMENT AGREEMENT**

This agreement is entered between PERRY ENTERPRISES LTD. (Owner) and SPANISH FORK CITY (City) for the purpose of constructing and maintaining the Crab Creek Transmission Line along the property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork City, Utah; and

WHEREAS, City is desirous of obtaining an easement though property owned by Owner for the purpose of constructing and maintaining a water line;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. Water Line Easement is described as follows:

A 10.0 FOOT WIDE EASEMENT 748.04 FEET LONG LOCATED IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. THE EASEMENT CONSISTS OF A 10 FOOT OFFSET TO THE SOUTH SIDE OF THE LINE DESCRIBED BELOW:

COMMENCING AT A POINT WHICH LIES EAST 991.27 FEET AND NORTH 782.54 FEET, MORE OR LESS, FROM THE SOUTHWEST (SW) CORNER OF SECTION 27 IN TOWNSHIP 8 S AND RANGE 3 E ON THE PERRY ENTERPRISES LTD. PROPERTY LINE (SOUTHEAST CORNER OF PROPERTY). THENCE ALONG THE EASTERLY PROPERTY LINE FOR 690.24 FEET, MORE OR LESS, TO THE NORTHERNMOST CORNER OF THE PROPERTY; THENCE ALONG THE PROPERTY LINE FOR 57.80 FEET TO THE SOUTHWEST, ENDING ON THE PERRY ENTERPRISES LTD. PROPERTY LINE AT A POINT EAST 511.05 FEET AND NORTH 1307.67 FEET, MORE OR LESS, FROM THE SOUTHWEST (SW) CORNER OF SECTION 27 IN TOWNSHIP 8 S AND RANGE 3 E.

CONTAINING: 0.170 ACRES

2. City shall cause a water line to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$1,500.00 for this easement.

4. City shall be responsible for restoring all surface improvements during construction of the pipeline, including reseeding all of the disturbed areas at the Owners property.

5. Owner will provide construction access and construction staging along the easement corridor mentioned above.

DATED this _____ day of _____, 2011.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder

PERRY ENTERPRISES LTD. by:



JACK E. PERRY, General Partner

SPANISH FORK EASEMENTS

PERRY TO SFC



1 Inch = 90 Feet

 PUE Perry to SFC

Print date:
9/26/2011



Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.





Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: October 26, 2011
Re: Easement Agreement with Strawberry Water Users Association

STAFF REPORT

Spanish Fork City is about to construct a water transmission line down the canyon. The easement referenced in this agreement is to permit that line to cross through property owned or controlled by Strawberry Water User's Association. We will be seriously impacting the area around their diversion dam and caretakers residents and have proposed to repair all damage to a condition better than original to compensate for the value of the easement. This better than original state, includes paving the driveway to the caretaker residence.

The cost of this easement is within existing city approved budgets. We recommend that the city council authorize Chris Thompson to sign this easement agreement with Strawberry Water Users Association.

Attached: agreement



When recorded return to:
Strawberry Water Users Association
Attn.: General Manager
P. O. Box 70
Payson, UT 84651

Parcel No: 29:047:0011

**SPANISH FORK CITY
CRAB CREEK TRANSMISSION PIPELINE
EASEMENT AGREEMENT**

THIS AGREEMENT effective this 25 day of October 2011 by and between Spanish Fork City, a Utah municipality, (Spanish Fork) and Strawberry Water Users Association, a Utah non-profit corporation, (SWUA).

AGREEMENT PURPOSES

Spanish Fork is constructing a 24 inch diameter culinary water pipeline called the "Crab Creek Transmission Line." Under threat of condemnation, SWUA has agreed to grant and convey to Spanish Fork, without warranty or representation, a permanent, non-exclusive 15 foot wide easement for the pipeline on, over, under, across and through the SWUA property described below. SWUA has also agreed to grant and convey a wider temporary easement for construction activities. This Agreement is intended to memorialize the understanding of the parties regarding these easements.

AGREEMENT TERMS

In consideration of the mutual covenants described here, the parties agree as follows:

1. **Permanent 15 Foot, Non-Exclusive Easement for 24" Culinary Water Pipeline.**

(a) **Grant of Easement.** SWUA hereby grants and conveys to Spanish Fork, and its employees and contractors, without warranty or representation as to title, condition or suitability of the underlying property whatsoever, a permanent, non-exclusive, easement of 15 feet in width on, over, under, across, and through, a SWUA parcel located in Utah, County, Utah, in the Section 2, Township 9 South, Range 3 East, Salt Lake Base and Meridian, for the survey, layout, construction, use, operation, maintenance, inspection, repair, replacement and improvement of a 24 inch diameter culinary water pipeline, together with reasonable ingress and egress to the easement over other lands of SWUA as from time to time reasonably approved by SWUA. The described permanent, non-exclusive pipeline easement is 7.5 feet on each side of the following described centerline:

Commencing at a point which lies East 1,218.15 and South 2,511.49 feet, more or less, from the Northwest (NW) corner of Section 2 in Township 9 S and Range 3 E and lies on

the SWUA property line. Thence along a tangent line N 35° 43' 34" W a distance of 208.60 feet;

Said curve turning to the right through an angle of 14° 36' 39", having a radius of 500.00 feet, and whose long chord bears N 28° 25' 14" W for a distance of 127.16 feet to a point of intersection with a tangential line.

Thence along a tangent line N 21° 06' 55" W a distance of 114.22 feet;

Said curve turning to the left through an angle of 07° 33' 43", having a radius of 500.00 feet, and whose long chord bears N 24° 53' 46" W for a distance of 65.94 feet to a point of intersection with a tangential line.

Thence along a tangent line N 28° 40' 37" W a distance of 95.66 feet;

Said curve turning to the right through an angle of 35° 46' 48", having a radius of 100.00 feet, and whose long chord bears N 10° 47' 14" W for a distance of 61.44 feet to a point of intersection with a tangential line.

Thence along a tangent line N 07° 06' 10" E a distance of 122.02 feet;

Said curve turning to the right through an angle of 05° 23' 26", having a radius of 500.00 feet, and whose long chord bears N 09° 47' 53" E for a distance of 47.02 feet to a point of intersection with a tangential line.

Thence along a tangent line N 12° 29' 36" E a distance of 81.57 feet;

Said curve turning to the left through an angle of 34° 07' 56", having a radius of 200.00 feet, and whose long chord bears N 04° 34' 22" W for a distance of 117.39 feet to a point of intersection with a tangential line.

Thence along a tangent line N 21° 38' 20" W a distance of 415.32 feet;

Said curve turning to the right through an angle of 04° 49' 46", having a radius of 500.00 feet, and whose long chord bears N 19° 13' 27" W for a distance of 42.13 feet to a point of intersection with a tangential line.

Thence, N 16° 48' 35" W for a distance of 90.69 feet, more or less, to a point on the SWUA property line.

(b) **Reserved SWUA Uses.** SWUA shall have the right to occupy and use the surface of lands that are subject to the above-described permanent, non-exclusive 24 inch diameter pipeline easement for farming, livestock operations, flatwork, roadways, parking, storage, pavement, fences, decks, landscaping, and all other uses that do not unreasonably interfere with the described permanent easement. SWUA will not build, install, or otherwise place upon the described permanent easement buildings or similar permanent structures. The land subject to the permanent easement may be used by SWUA, and its licensees, assigns, and successors, for buried utilities with vertical clearance of at least 18 inches and horizontal clearance of at least 4 feet from the described 24 inch diameter culinary water pipeline. SWUA, and its licensees, assigns, and successors may install buried utilities with a lesser horizontal clearance with the prior written consent of Spanish Fork, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) **Conformation to As-Built Center of Pipeline.** Upon construction, Spanish Fork shall conform the location of the center of the above-described permanent, non-

exclusive 15 foot wide easement to the center line of the as-built pipeline by recording a survey of the as-built centerline of the pipeline. Such recorded survey shall control over the description above.

2. **Additional Wider Temporary Easement for Construction Uses.**

Grant of Easement. SWUA hereby grants and conveys to Spanish Fork, without warranty or representation as to title, condition or suitability of the underlying property whatsoever, an additional temporary (6 month duration) construction easement, of 10 feet on each side of the 15 foot wide permanent, non-exclusive easement described above, for temporary uses for excavation, staging and placement of pipe, equipment and spoils, and all other reasonable and necessary temporary uses for the initial construction and testing of the 24 inch diameter culinary water pipeline to be installed in the 15 foot wide permanent non-exclusive easement described above. In addition, SWUA grants and conveys to Spanish Fork a temporary easement for the paving work described in paragraph 3 below.

3. **Compensation.**

Spanish Fork will asphalt the dam tender resident driveway (approximately 7,570 square feet) as depicted on the attached Exhibit 1. Such work will be performed in a manner consistent with Spanish Fork standards and specifications for Spanish Fork roads. The covenants and warranties of the Spanish Fork contractor shall be assigned to, or run to the benefit of, SWUA. SWUA will be responsible for maintenance, repair and replacement of the pavement.

4. **Restoration, Worksite Maintenance.**

(a) **Spanish Fork's Duty to Repair Damage Caused by Any Exercise of Easements.** Except as described in paragraph 3 above, Spanish Fork will, without expense to SWUA, reasonably: (i) segregate all topsoil from other fill materials removed or disturbed; and (ii) within a reasonable time following construction and testing, refill and reshape and compact as reasonable all excavations, remove excess materials, grade and replace soil, reseed with existing forage, restore landscaping (Spanish Fork must replace by species but not caliber) and irrigation systems, restore fences and gates, and otherwise restore the land and personal property as near as reasonably possible to its pre-construction condition.

(b) **Spanish Fork Duty to Maintain Worksite during Construction.** During construction or reconstruction, Spanish Fork will impose reasonable work hours and reasonable after hours restrictions on noise and light, reasonably minimize disruptions to SWUA, reasonably apply dust abatement on all access roads used for construction, take reasonable steps to close gates, provide reasonable temporary access, pick up all trash, maintain reasonable speeds on access roads, take reasonable steps to provide temporary fencing, and take other steps reasonable, necessary and customary to reasonably minimize disruption to the use and enjoyment of adjoining lands.

5. **Work.**

(a) **Interference.** Notwithstanding anything written in this Agreement, no work performed by or for Spanish Fork on SWUA or Strawberry Valley Project (SVP) lands will disrupt SWUA diversions or deliveries of water, or SWUA power generation, except as approved in writing by SWUA.

(b) **Quality of Work.** Spanish Fork warrants that all work performed by or for Spanish Fork on SWUA or SVP lands will:

(i) comply with plans and specifications reasonably approved in writing by SWUA (SWUA has approved the current plans and specifications);

(ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iii) be performed by skilled, experienced, competent and properly licensed contractors and workers;

(iv) be conducted in a timely, careful, safe, workmanlike and professional manner;

6. **Insurance, Defense, Indemnity.**

(a) **Contractor Insurance.** Spanish Fork will require that all contractors and subcontractors working for Spanish Fork on SWUA or SVP lands maintain a broad form general liability policy of insurance, in a form, and with an insurer, reasonably acceptable to the SWUA, with limits of at least \$1,000,000.00 per occurrence for the currently contracted work and at least \$5,000,000.00 per occurrence for future work. Spanish Fork will procure an endorsement listing SWUA, its directors, officers, and employees as additional insureds for liability coverage for claims arising out of use of SWUA or SVP lands. Such coverage for SWUA and its directors, officers and employees shall be primary to any other coverage for SWUA. Spanish Fork will provide an insurance certificate and an endorsement evidencing compliance with this provision.

(b) **Defense, Indemnity.** Spanish Fork shall defend, indemnify and hold SWUA and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that SWUA was at fault in allowing Spanish Fork's use of SWUA or SVP lands; or (ii) alleging that SWUA was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Spanish Fork's use of SWUA or SVP lands, or (iii) challenging in any manner Spanish Fork's use of SWUA or SVP lands. This defense and indemnity obligation is not intended to hold SWUA or its officers,

trustees, or employees harmless from any claim that is not derivative of Spanish Fork's use of SWUA or SVP lands as described. In no event shall any fault of Spanish Fork or Spanish Fork's employees or contractors be reapportioned to SWUA, its officers, trustees or employees. Spanish Fork shall indemnify and hold SWUA and its officers, trustees and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any SWUA liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond SWUA's deductible or self insured retention.

7. **Relocation Right of SWUA.**

SWUA has the right, upon reasonable notice, to require Spanish Fork to relocate some or all of the 24 inch diameter pipe to accommodate SWUA uses of SWUA and/or SVP lands. SWUA will provide equivalent replacement easements, and reimburse Spanish Fork City for reasonable design and construction relating to such relocation.

8. **Termination.**

(a) SWUA may, at its sole option, terminate this Agreement and Spanish Fork's right to use the SWUA and SVP lands for nonuse for a period of two (2) years.

(b) The following, as described in this Agreement, shall survive any termination of this Agreement:

(i) Any Spanish Fork obligations to reimburse any costs incurred by the SWUA;

(ii) All of Spanish Fork's obligations to remove Spanish Fork's improvements and make restoration;

(iii) All of Spanish Fork's obligations to defend and indemnify SWUA and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

9. **Removal.**

SWUA will reasonably determine what portion of Spanish Fork's improvements on SWUA and/or SVP lands will be removed upon termination of this Agreement and set a reasonable deadline for removal and restoration. Such removal and restoration will be at the sole expense of the Spanish Fork.

10. **Remedies.**

A party will first submit any claim or dispute to the authorized representative of the other party. If the matter is not resolved satisfactorily, a party may submit the dispute or claim in concise written form, together with any supporting documentation, to SWUA's board of directors, or committee of board members assigned by the board to hear the matter, and to the Spanish Fork City Council, or a committee of council members assigned by the Council to hear the matter. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. After and only if these processes are first followed and the dispute or claim remains unresolved, an action may be brought in the Fourth Judicial District Court of the State of Utah In and For Utah County. The prevailing party shall be awarded reasonable costs, including engineering, witness and attorneys' costs and fees.

11. **General Provisions.**

(a) **Assignments and Successors.** The rights and obligations of SWUA shall run with the lands subject to the described easement. If the above-described easements are no longer needed for Spanish Fork purposes, SWUA shall have the rights of repurchase that would have been available had the easements been condemned. Any other disposition or assignment of the rights and obligations of Spanish Fork under this Agreement shall not be made without the prior written consent of SWUA. Such consent shall not be unreasonably conditioned, withheld or delayed.

(b) **Notices.** Any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery, by United States registered or certified mail, return receipt requested, postage prepaid, or by generally recognized overnight carrier regularly providing proof of delivery, addressed as follows (subject to the right of a party to designate a different address for itself by at least fifteen (15) days advance notice similarly given):

SWUA:

Strawberry Water Users Association
Attn.: General Manager
P. O. Box 70
Payson, UT 84651

SPANISH FORK:

Spanish Fork City
Attn: Public Works Director
40 So. Main Street
Spanish Fork, UT 84660

Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(c) **Waiver.** Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce the provision. Waiver of any breach of any provision by either party shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

(d) **Prior Agreements.** This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties with respect to the subject matter hereof.

(e) **Changes in Writing.** This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument executed by both parties.

(f) **Authority.** Those persons signing as representatives of the parties hereto represent and warrant that they have been duly authorized to sign as officers and on behalf of the party they represent, either through a vote of their board of directors or a vote of the school board.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding agreement between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.

SWUA:

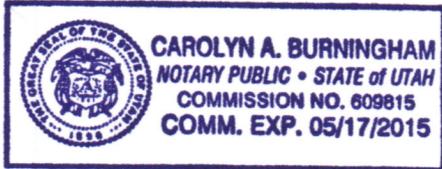
SPANISH FORK:


By: Jeremy Sorensen
Date: 10-25-11

By: Chris Thompson
Date: _____

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 25 day of October, 2011, personally appeared before me, Jeremy Sorensen, and having been first duly sworn by me acknowledged that he is the General Manager of Strawberry Water Users Association, and that he executed the foregoing agreement for and on behalf of Strawberry Water Users Association with full authority.

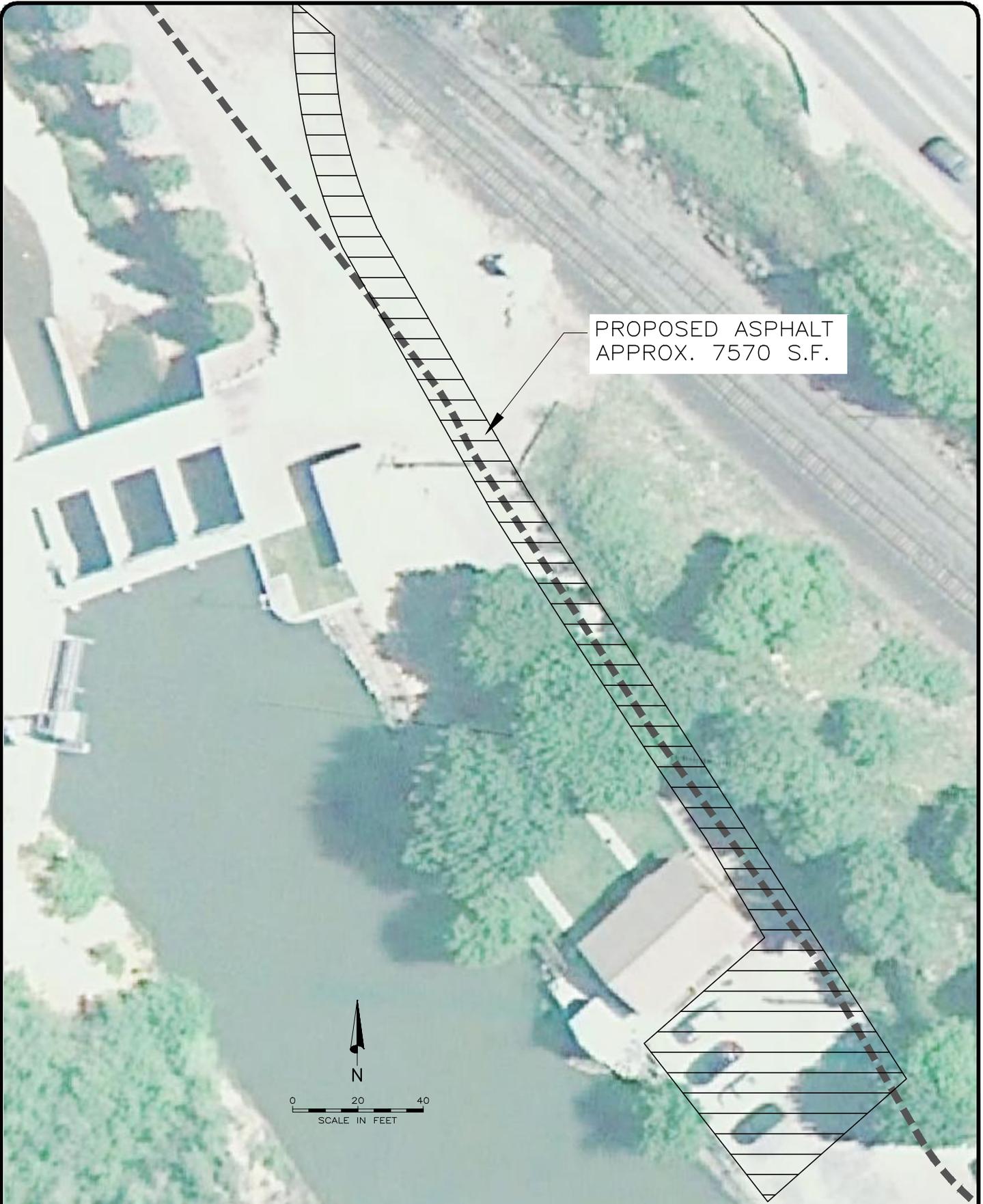


Carolyn A. Burningham
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the ___ day of _____, 2011, personally appeared before me Chris Thompson, and having been first duly sworn by me acknowledged that he is the Public Works Director of Spanish Fork City, and that he executed the foregoing agreement for and on behalf of Spanish Fork City with full authority.

NOTARY PUBLIC



WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Legacy Farms at Spanish Fork, LLC (Lessee) and hereby agree as follows:

RECITALS

WHEREAS, Lessee has obtained preliminary plat approval for their properties located in Spanish Fork City, which plat is known as Legacy Farms Subdivision; and

WHEREAS, the Legacy Farms Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Legacy Farms Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee has further dedicated to City certain property for future parks and roadways which will not be built for several years, and which also has Strawberry water associated with it; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Legacy Farms Subdivision, including the parks and street land dedicated to City, until the property is ready for development, as evidenced by approval of a final plat;

NOW THEREFORE, the parties hereto hereby contract, covenant, and agree as follows:

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1653.010, 1551.014, 1505.010, 1505.011, 1505.012, 1525.002, 1527.002, 1527.003, 1528.004, 1528.005, 1551.001, 1551.015, 1551.017, 1551.020, 1551.021, 1551.024, 1551.026, 1554.004, 1554.013, 1554.014, 1554.016, 1558.017, 1558.018, 1558.020, 1586.002, 1586.004, 1593.069, 1593.072, 1595.056, 1619.035, 1628.009, 1628.011, 1653.004, 1653.006, 1653.008, 1671.029, 1686.001, 1686.002, 1751.003, 1766.000, 1794.057, and 1846.057.

These Strawberry water serial numbers represent 415.68 acre feet of water.

2. City further leases to Lessee Strawberry water identified by the following

Strawberry Water Users Association water serial numbers:

1526.000, 1593.062, 1593.063, 1593.604, 1593.065, 1593.066, 1751.002, 1527.001, 1528.003, 1551.014, 1551.016, 1554.012, 1671.080, 1586.005, 1619.036, 1551.018, 1551.019, 1551.022, 1551.023, 1593.070, 1593.071, 1593.073, 1573.074, 1551.025, 1554.015, 1554.017, 1551.027.

These Strawberry water serial numbers represent water dedicated to City with the parks and streets transfer, totaling 59.17 acre feet of water.

3. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

4. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. The cost for 2011 shall be paid upon execution of this Agreement. For future years, each annual cost will be provided to Lessees on or before the 15th day of March and shall be due on or before the 15th day of April.

5. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water available for lease will decrease with each plat which is recorded, based upon the number of lots in the plat and the amount of water transfer required at the time of plat recording. In addition thereto, the installation of subdivision improvements in some plats will remove other parcels of property from agricultural use, as water will not be able to be delivered. Lessee may designate additional properties, at the time of any final plat approval, which will no longer need water and will not be subject to leased back water. As the parks are developed and the Legacy Street is built, the water associated with the respective park, or portion of street built, will also be removed from the water available for lease. As water is removed from that which is available for lease back, Lessee will have no obligation to pay any future sums for the lease of that water. It is anticipated that Lessee will need to obtain additional water in order to build the proposed number of lots in the Legacy Farms Subdivision. Therefore, water may be unavailable for lease prior to the conclusion of the project.

6. There is one plat recently recorded and another plat awaiting recording as of the date of this Agreement, totaling 27 lots. This will reduce the amount of water available for lease in 2011 to 447.85 acre feet. The 2011 assessment due from Lessee to City is \$6,717.75, which represents \$15.00 per acre foot (\$4.52 per acre foot from Strawberry Water Users Association and \$10.48 per acre foot from East Bench Irrigation Co. to deliver Strawberry water through its system).

7. City is not responsible to clear or maintain ditches for delivery of the water.

Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

8. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

9. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1 of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

10. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1st of the year in which the right to lease the water will be assigned.

11. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S. Main St.

Spanish Fork, Ut. 84660

If to Lessee:

Legacy Farms at Spanish Fork, LLC

Attn: Duane Hutchings

840 N. 200 E.

Spanish Fork, Ut. 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

12. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

13. This agreement may only be modified by a written amendment signed by each of the parties hereto.

14. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

15. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

16. Each party has had the opportunity to have counsel review this document and acknowledge that this document has been negotiated at arms length. Therefore, there is

no presumption against the drafter of this document, each party having participated in the drafting thereof.

DATED this 1st day of November, 2011

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

LEGACY FARMS AT SPANISH FORK, LLC by:

DUANE F. HUTCHINGS, Manager

**CONSULTANT AGREEMENT
BETWEEN TISCHLERBISE, INC. AND
SPANISH FORK CITY, UTAH**

THIS AGREEMENT, entered into this 1st day of November, 2011, by and between Spanish Fork City, Utah hereinafter called the "City," and TischlerBise, Inc., hereinafter called the "Consultant."

WHEREAS the City is in need of certain services; and

WHEREAS the Consultant has expertise in impact fee preparation and related activities.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The Consultant shall provide those services to the City as more particularly identified in the attached Exhibit "A."
2. In performing the services identified in the attached Exhibit "A," the Consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit "A."
3. Consultant shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. The Consultant shall base the analysis on data and information available at the time of the study.
5. The contract is for Phase II, outlined in Exhibit "B," totaling \$42,320.
6. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of the appropriate tasks specified in Exhibit "A."

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

7. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, to the following address:

City: Dave Anderson, AICP
Spanish Fork City
40 South Main Street
Spanish Fork, UT 84660
Phone: (801) 804-4553
Fax: (801) 798-5085

Consultant: L. Carson Bise
TischlerBise, Inc.
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: (800) 424-4318
Fax: (301) 320-4860

8. This Agreement is non-assignable by the Consultant and its subcontractors.
9. The City shall pay to Consultant the amounts indicated in Exhibit "B" for those appropriate tasks identified in Exhibit "A." Invoices will be issued by the Consultant to the City on a percentage completion basis. Payment will be made by the City within thirty (30) days of receipt of invoice.
10. This Agreement shall be construed under the laws of Utah.
11. This Agreement and Exhibits "A" and "B" represent the entire and integrated Agreement between the City and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
12. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.
13. The Consultant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses, or lawsuits caused by the Consultant's breach of contract or the negligent performance by Consultant (or by any person acting for the Consultant or for whom the Consultant is responsible).
14. The Consultant shall secure and maintain during the life of this Agreement, insurance coverage which shall include comprehensive general and automobile liability in the amount of at least \$1,000,000.00 coverage with an insurer acceptable to the City. Consultant shall also maintain errors and omissions insurance in the amount of at least \$250,000.00 for the duration of the contract and a period of two years after completion of the contract. Consultant shall provide the City with proof of such insurance in a form acceptable to the City upon request.
15. No oral orders, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed

waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

16. This Agreement is to be governed by the laws of the City, Spanish Fork City. The venue for any litigation resulting out of this Agreement shall be in Spanish Fork City, Utah.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representatives as of the 1st day of November, 2011.

CITY: SPANISH FORK CITY, UTAH

CONSULTANT:

G. WAYNE ANDERSEN
Mayor

L. Carson Bise, II
President, TischlerBise, Inc.

ATTEST:

KENT R. CLARK
City Recorder

EXHIBIT A

Scope of Work:

The following scope of work provides detailed steps to ensure your project is completed successfully. The scope of services offered in this proposal is intended to satisfy all legal requirements governing development impact fees, including provisions of the U.S. Constitution and the Utah Impact Fee Act, including certification. Phase II addresses the calculation of new impact fees for stormwater, pressurized irrigation and streets. The same work scope applies to both tasks.

TASK 1: INITIAL MEETINGS AND RECONNAISSANCE

Description: The purpose of this task is to develop a complete understanding of the City's land use planning issues. In addition, this task will serve as an opportunity for TischlerBise to make contact with City staff and conduct project "kick-off" activities. During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and City policies related to the project, review the project schedule (and revise if necessary), and to request additional data and documentation related to the project. The specifics of this initial discussion are outlined below:

- Review and refine work plan and schedule, if appropriate.
- Assess information needs and required staff support.
- Discuss the City's current infrastructure needs.
- Discuss overall capital facility financing issues.
- Identify and discuss trade-offs with different impact fee approaches including: residential fees by house size; condensed nonresidential fee schedule; geographic services areas.
- Identify and collect data and documents relevant to the analysis.
- Identify any major relevant policy issues.

Meetings: One (1) meeting with City staff.

Deliverables: 1) Data request memorandum. 2) Revised project schedule, if necessary.

TASK 2: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

Description: This task as well as tasks 4-6 may vary somewhat depending on the methodology applied to a particular development impact fee category. The impact fee analysis for each facility type would be presented in a separate chapter in the impact fee report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development/redevelopment on

the need for additional facilities, by type, and identify costs eligible for development impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for development impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service Standards. We will review needs analyses and level-of-service levels for each facility type. Activities related to this task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted levels of service, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Meetings: One (1) meeting with City staff to discuss capital facility needs and levels of service.

Deliverables: See Task 7.

TASK 3: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

Description: The purpose of this task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of development impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for

each component of the development impact fee category will depend on which is most beneficial for Spanish Fork City. In a number of cases, we will prepare the development impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows us utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new facility building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the client is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next task.

Reflect City Land Use and Economic Development Objectives. Many communities forget that impact fees are actually a land use regulation. With this in mind, the City may want to consider alternative methods of calculating the impact fees. For example, TischlerBise pioneered the concept of tiered transportation impact fees, which vary the fees by vehicle miles of travel, which can have the effect of incentivizing development in areas with existing infrastructure capacity (e.g., urban core) and discourage development on the fringe. Another consideration is exploring opportunities to include multi-modal and/or carbon emission credits within the methodology to credit development that divert trips to alternative models of transportation (e.g., pedestrian and bicycle).

Meetings: One (1) meeting City staff to issues related to allocation methodologies and City fiscal and land use/economic development policy.

Deliverable: See Task 7.

TASK 4: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

Description: A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are, in fact, two types of “credits” each with specific, distinct characteristics, but both will be included in the calculation of impact fees. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee analysis.

Deliverable: See Task 7.

TASK 5: CONDUCT FUNDING AND CASH FLOW ANALYSIS

Description: In order to prepare a meaningful capital improvement plan, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the capital improvements plan might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverable: See Task 7.

TASK 6: PREPARE IMPACT FEE FACILITY PLAN, IMPACT FEE REPORT, PUBLIC PRESENTATIONS

Description: TischlerBise will prepare a draft Impact Fee Facility Plan (will be required under recent changes to State Impact Fee Act) and Impact Fee Report that for the City's review. The report will summarize the need for impact fees for the appropriate public facility category, the relevant methodologies employed and documents all assumptions and cost factors. The report will include at a minimum the following information:

- Executive Summary
- A detailed description of the methodologies used during the study
- A detailed description of all level of service standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash Flow Analysis
- Implementation and Administration Procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the Impact Fee Report.

TischlerBise's impact fee report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each activity showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by interested parties. Because of the firm's extensive experience in calculating impact

fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

Deliverable: Draft and final reports and presentation materials for meetings.

Meetings: One (1) meeting/presentation to present results.

TASK 7: PUBLIC OUTREACH

Description: Given the scrutiny of impact fees by the building community since the economic downturn, it has proven beneficial to have a public outreach effort to give the development community an opportunity to participate in the process, understand assumptions and raise questions about the technical demographic, cost, revenue, credit and other data and supporting documentation that is being used in the calculation of impact fees. This will not be a forum to discuss the political and/or philosophical use of fees. Rather it will be an opportunity for these interested parties to understand the soundness and the reasonableness of the technical impact fee methodology. We propose two meetings with this group.

Deliverable: Presentation materials for meetings.

Meetings: Two (2) meetings with development community.

EXHIBIT B

The following table presents our proposed project fee schedule for this assignment and encompasses the tasks, meetings and deliverables identified in our scope of work. Please note this is a fixed fee proposal and includes direct expenses related to the project with no overhead mark-up. We are also only charging one day of travel for each public outreach session and the Council presentation, as we assume we will be able to “piggyback” with other western and/or Utah assignments.

Spanish Fork City, Utah – Phase II Impact Fee Study					
Project Team Member:			Total		
	Bise	Herlands			
	Hourly Rate	\$190	\$170	Hours	Cost
Task					
Water Irrigation	8	42	50	\$8,660	
Stormwater	12	36	48	\$8,400	
Water	16	40	56	\$9,840	
Sewer	16	40	56	\$9,840	
Public Outreach, Council Presentation	24	6	30	\$5,580	
TOTAL HOURS AND COST:	76	164	240	\$42,320	

PROPOSAL TO PREPARE PHASE II OF CITY IMPACT FEE STUDY

Prepared for

Spanish Fork City, Utah



October 5, 2011

TischlerBise
Fiscal, Economic & Planning Consultants

4701 Sangamore Road, Suite S240
Bethesda, MD 20816
www.tischlerbise.com

October 5, 2011

Mr. Dave Anderson, AICP, Community Development Director
Spanish Fork City
40 South Main Street
Spanish Fork, UT 84660

Re: Revised Proposal to Prepare Phase II of Impact Fee Study

Dear Dave,

It is our pleasure to submit the enclosed proposal to prepare the second phase of the impact fee study for Spanish Fork City. We have outlined a cost-effective and realistic work scope. This recommended work scope is based on our extensive national and Utah impact fee experience. There are several points that we would like to note that make our qualifications unique:

- **Depth of Experience.** As the nation's leading impact fee and infrastructure financing consulting firm, no other firm has the depth of experience that TischlerBise brings to this assignment. We have managed over 800 impact fee studies across the country – more than any other firm. We are innovators in the field, pioneering approaches for credits, redevelopment situations, impact fees by size of housing unit and distance-related/tiered transportation fees. More importantly, a TischlerBise impact fee methodology has never been challenged in a court of law.

As indicated in our proposal we have prepared numerous impact fee studies in the State of Utah and are familiar with the local government finance and planning issues facing Utah jurisdictions. The staff members who will work on this assignment have significant Utah infrastructure finance consulting experience.

- **Technical Knowledge of Land Use Planning and Local Government Finance.** The City requires a unique combination of consulting expertise in the areas of land use planning and local government finance. Many communities forget that impact fees are actually a land use regulation that generates revenue. Therefore, your project requires a team with years of

experience preparing impact fees studies within the context of overall City financial needs and land use policies. This will lead to a work product that is defensible and promotes equity.

- **Responsiveness.** As a small firm, we have the flexibility and responsiveness to meet all deadlines of your project. We offer you the level of service and commitment that the larger firms save for their largest contracts.

We look forward to the possibility of working again with Spanish Fork City and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,

L. Carson Bise, AICP, President
TischlerBise
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: 800-424-4318 Ext. 12
E-mail: carson@tischlerbise.com

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QUALIFICATIONS

TISCHLERBISE OVERVIEW

TischlerBise, Inc., is a fiscal, economic and planning consulting firm that specializes in impact fees, fiscal impact analysis, infrastructure funding strategies, capital improvement planning, cost allocation plans, user fees, utility rate studies and financial planning. Our firm has been providing consulting services to public agencies for over 30 years. ***In this time, we have prepared over 800 impact fee evaluations – more than any other firm.*** We have also prepared numerous infrastructure financing strategies. Through our detailed approach, proven methodologies and comprehensive work products, ***TischlerBise has established itself as the national leader on revenue enhancement and cost of growth strategies.*** Our references demonstrate our ability to successfully manage projects throughout the country from our Maryland and California offices.

UTAH EXPERIENCE

An important factor to consider related to this work effort is our relevant experience working in the State of Utah. A summary of our Utah impact fee experience is shown below.

CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
American Fork	◆	◆	◆						◆				
Brigham City	◆												
Clearfield	◆		◆	◆	◆				◆				
Clinton City		◆	◆	◆	◆			◆	◆	◆			
Draper		◆		◆	◆			◆	◆	◆			
Farmington		◆	◆	◆	◆		◆	◆	◆	◆			
Hyde Park		◆	◆	◆					◆				
Kaysville		◆	◆						◆				
Logan	◆	◆	◆	◆	◆		◆		◆	◆			
North Logan	◆	◆	◆	◆					◆	◆			
Pleasant Grove	◆	◆	◆	◆			◆	◆	◆				
South Valley Sewer Dist.	◆		◆										
Salt Lake Co.					◆				◆				
Spanish Fork	◆		◆	◆	◆				◆				
Springville									◆				
Wellsville		◆	◆	◆				◆	◆				

CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
West Jordan		◆	◆	◆	◆		◆	◆	◆				
Woods Cross	◆		◆	◆					◆				

NATIONAL EXPERIENCE

Our National impact fee consulting assignments are shown in the table below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Baldwin		◆							◆				◆
AL	Daphne		◆					◆	◆	◆				
AL	Fairhope		◆					◆	◆	◆		◆		
AL	Foley		◆					◆	◆	◆				
AL	Gulf Shores		◆					◆	◆	◆				
AL	Orange Beach		◆					◆	◆	◆		◆		
AR	Bentonville			◆	◆			◆	◆	◆		◆		
AR	Siloam Springs		◆	◆	◆			◆	◆	◆				
AZ	Apache Co.	◆												
AZ	Apache Junction		◆					◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆			◆		◆		◆	◆	
AZ	Bullhead City		◆					◆		◆			◆	
AZ	Casa Grande		◆					◆	◆				◆	
AZ	Camp Verde	◆						◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆						◆		◆	
AZ	Casa Grande		◆	◆				◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆					◆	◆		◆	
AZ	Cochise Co.	◆												
AZ	Coolidge		◆	◆			◆	◆	◆	◆			◆	
AZ	El Mirage			◆	◆			◆	◆	◆			◆	

Spanish Fork City, Utah – Proposal for Phase II Impact Fee Study

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Eloy			◆	◆			◆		◆		◆	◆	
AZ	Flagstaff	◆	◆					◆	◆	◆		◆	◆	
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Lake Havasu City		◆											
AZ	Maricopa	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Navajo Co.	◆	◆						◆					
AZ	Northwest Fire District								◆					
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Pinal Co.	◆	◆					◆		◆				
AZ	Pinetop-Lakeside		◆					◆		◆	◆		◆	
AZ	Prescott	◆												
AZ	Queen Creek		◆	◆	◆			◆	◆		◆	◆	◆	
AZ	Scottsdale			◆	◆									
AZ	Sedona		◆			◆		◆		◆			◆	
AZ	Show Low	◆	◆	◆	◆			◆		◆		◆		
AZ	Sierra Vista		◆					◆	◆	◆	◆	◆		
AZ	Springerville	◆		◆	◆									
AZ	Surprise		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Taylor	◆	◆					◆	◆	◆			◆	
AZ	Tolleson	◆	◆	◆	◆	◆		◆	◆				◆	
AZ	Yuma		◆	◆		◆		◆	◆	◆	◆		◆	
CA	Banning		◆					◆	◆	◆			◆	
CA	Butte Co.		◆					◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆				◆				
CA	Clovis			◆										
CA	El Centro							◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆		◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆				◆		◆	◆			
CA	Hemet		◆			◆		◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆												
CA	Maywood	◆												
CA	National City							◆	◆	◆		◆		
CA	Rancho Cucamonga									◆				
CA	Suisun City		◆							◆			◆	
CA	Visalia									◆		◆	◆	
CO	Boulder		◆					◆	◆	◆	◆	◆		

Spanish Fork City, Utah – Proposal for Phase II Impact Fee Study

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
CO	Castle Rock		◆			◆		◆	◆	◆	◆		◆	
CO	Eaton			◆	◆			◆		◆	◆		◆	
CO	Erie		◆					◆		◆	◆		◆	
CO	Evans		◆											
CO	Greeley		◆	◆					◆	◆				
CO	Johnstown		◆					◆	◆	◆	◆	◆	◆	
CO	Louisville	◆	◆					◆		◆	◆	◆	◆	
CO	Pitkin Co.		◆											
CO	Pueblo		◆											
CO	Steamboat Springs							◆	◆	◆	◆		◆	
DE	Appoq. School District													◆
DE	New Castle Co.			◆				◆	◆	◆		◆	◆	
DE	State of Delaware		◆					◆	◆					◆
FL	Coral Gables		◆	◆				◆	◆	◆			◆	
FL	Deerfield Beach							◆	◆					
FL	DeSoto County	◆	◆						◆	◆		◆	◆	
FL	DeSoto Co. School Board													
FL	Key Biscayne	◆												
FL	Lake Wales			◆	◆			◆	◆	◆		◆		
FL	Manatee Co.		◆					◆	◆	◆			◆	
FL	Manatee Co. Schools													
FL	Miami	◆						◆	◆	◆	◆		◆	
FL	Naples	◆												
FL	North Miami	◆		◆	◆			◆	◆	◆	◆	◆	◆	
FL	Pasco Co. School Board													
FL	Plant City											◆		
FL	Polk County							◆		◆				
FL	Port St. Lucie									◆			◆	
FL	Punta Gorda		◆					◆	◆	◆		◆	◆	
FL	Seminole County Schools													
FL	Stuart		◆					◆	◆	◆			◆	
FL	Sunny Isles Beach							◆		◆			◆	
FL	West Miami			◆				◆		◆			◆	
ID	Caldwell	◆												
ID	Canyon Co.	◆												
ID	Hailey		◆	◆	◆			◆	◆	◆	◆	◆	◆	

Spanish Fork City, Utah – Proposal for Phase II Impact Fee Study

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
ID	Kellogg			◆				◆		◆				
ID	Nampa	◆	◆	◆	◆			◆	◆	◆	◆			
ID	Post Falls	◆	◆					◆		◆				
ID	Shoshone Fire District								◆					
ID	Victor		◆					◆	◆	◆				
MD	Caroline Co.													◆
MD	Carroll Co.					◆			◆	◆		◆	◆	◆
MD	Charles Co.		◆							◆				◆
MD	Dorchester Co.	◆						◆						◆
MD	Easton	◆	◆					◆	◆	◆			◆	
MD	Frederick		◆											
MD	Frederick Co.		◆					◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆					◆		◆			◆	
MD	Hampstead				◆			◆		◆				
MD	Ocean City	◆												
MD	Queen Anne's, Co.	◆						◆	◆	◆	◆	◆	◆	◆
MD	Salisbury	◆	◆	◆	◆			◆	◆	◆	◆		◆	
MD	Snow Hill	◆						◆	◆	◆			◆	
MD	Talbot	◆	◆							◆		◆	◆	◆
MD	Westminster		◆		◆					◆			◆	◆
MD	Wicomico		◆											◆
MD	Worcester					◆				◆		◆	◆	◆
MO	Nixa			◆	◆			◆		◆			◆	
MO	Nixa Fire Protection District								◆					
MS	Madison							◆	◆	◆	◆			
MT	Belgrade	◆	◆	◆	◆				◆	◆				
MT	Corvallis School District													◆
MT	Flathead County		◆						◆					
MT	Florence School District													◆
MT	Gallatin Co.	◆	◆						◆					
MT	Gallatin Co. Fire Districts								◆					
MT	Great Falls	◆												
MT	Madison	◆												
MT	Manhattan			◆	◆									
MT	Missoula							◆	◆	◆	◆		◆	

Spanish Fork City, Utah – Proposal for Phase II Impact Fee Study

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
MT	Missoula Co.							◆	◆	◆				
MT	Polson			◆	◆					◆				
MT	Ravalli	◆												
NC	Cabarrus Co.													◆
NC	Camden Co.													◆
NC	Catawba Co.													◆
NC	Chatham Co.													◆
NC	Creedmoor			◆	◆									
NC	Currituck Co.													◆
NC	Durham													◆
NC	Greenville		◆						◆	◆				
NC	Nags Head							◆		◆			◆	
NC	Orange Co.									◆	◆			◆
NC	Pasquotank													◆
NM	Las Cruces			◆	◆									
NV	North Las Vegas	◆							◆					
NV	Nye County		◆			◆		◆	◆	◆				
OH	Delaware							◆	◆	◆			◆	
OH	Lebanon		◆							◆				
OH	Pickerington	◆	◆					◆		◆			◆	
OH	Sunbury							◆					◆	
RI	E. Greenwich								◆	◆	◆		◆	◆
SC	Aiken		◆				◆	◆	◆	◆				
SC	Horry Co.	◆						◆	◆	◆	◆	◆		
SC	Summerville								◆	◆			◆	
VA	Chesterfield Co.		◆						◆	◆		◆		◆
VA	Goochland Co.		◆											
VA	Henrico Co.		◆							◆		◆		◆
VA	Isle of Wright Co.								◆	◆				◆
VA	Prince George Co.							◆	◆	◆		◆	◆	◆
VA	Prince William County		◆											
VA	Spotsylvania County		◆											
VA	Stafford County		◆											
VA	Suffolk			◆	◆									
VA	Sussex Co.	◆												
WI	Eau Claire		◆	◆	◆	◆				◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
WV	Jefferson Co.							◆	◆	◆			◆	◆
WY	Casper	◆	◆						◆	◆				

PROJECT TEAM

To successfully navigate through the City’s impact fee study, the successful consultant must possess specific, detailed and customized knowledge of not only the technical analysis, but the context of the impact fee structure in achieving City land use, finance and economic development policy goals. ***Our project team for this assignment includes our most senior and experienced impact fee professionals.*** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve Spanish Fork City. The role of each team member and their qualifications are briefly discussed below.

Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our project team’s interaction with the City to ensure that all work is completed properly, on time, and within budget. He will work closely with Julie Herlands, developing and reviewing all aspects of the project and providing overall quality assurance for the project. Mr. Bise worked on several Utah impact fee assignments. A partial list of these assignments include Logan, Draper, Bluffdale, Farmington, Mapleton, West Jordan, Spanish Fork and Clinton.

Julie Herlands, Principal at TischlerBise, has been selected as Project Manager for this project because of her substantial experience preparing impact fees and financing strategies, as well as her strong project management skills. Ms. Herlands will be responsible for controlling the work in progress, providing feedback to project team members and staff, and will be responsible for the technical requirements of the project. Most importantly, Ms. Herlands, in conjunction with Mr. Bise, will ensure constant collaboration and communication between City staff and our team through frequent progress memorandums, conference calls and in-person meetings.

Project Team resumes are shown below.

CARSON BISE, AICP

EXPERIENCE

Carson Bise has 20 years of fiscal, economic and planning experience and **has conducted fiscal and infrastructure finance evaluations in 25 states**. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications he has developed have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing and concurrency/adequate public facilities monitoring. Mr. Bise is also **a leading national figure in the calculation of impact fees, having completed over 175 impact fees** for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power and general government facilities. In his six years as a planner at the local government level, he coordinated capital improvement plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Fiscal Impact Analysis: Methodologies for Planners*, published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the National Impact Fee Roundtable and **recently Chaired the American Planning Association's Paying for Growth Task Force**.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Daphne, Alabama – *Impact Fee Study*
- City of Gulf Shores, Alabama – *Impact Fee Study*
- City of Orange Beach, Alabama – *Impact Fee Study*
- Town of Camp Verde, Arizona – *Impact Fee Study*
- City of Eloy, Arizona – *Impact Fee Study*
- City of Siloam Springs, Arkansas – *Impact Fee Study*
- City of National City, California – *Impact Fee Study*
- City of National City, California – *Impact Fee Study*
- City of Avenal, California – *Impact Fee Study*
- City of Banning, California – *Impact Fee Study*
- City of Temecula, California – *Impact Fee Study*
- City of Tulare, California – *Impact Fee Study*
- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Town of Castle Rock, Colorado – *Impact Fee Study*

- City of Coral Gables, Colorado – *Impact Fee Study*
- City of North Miami, Florida– *Impact Fee Study*
- City of North Miami, Florida– *Impact Fee Study*
- City of Punta Gorda, Florida– *Impact Fee Study*
- DeSoto County, Florida– *Impact Fee Study*
- Manatee County, Florida– *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- City of Hailey, Idaho – *Impact Fee Study*
- City of Hailey, Idaho – *Annexation Fee Study*
- City of Nampa, Idaho – *Impact Fee Study*
- City of Post Falls, Idaho – *Impact Fee Study*
- Calvert County, Maryland – *Impact Fee Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Town of Hampstead, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Gallatin Canyon/Big Sky, Montana – *Capital Improvement and Funding Plan*
- Flathead County, Montana – *Impact Fee Study*
- City of Missoula, Montana – *Impact Fee Study*
- Missoula County, Montana – *Impact Fee Study*
- City of Greenville, North Carolina – *Impact Fee Study*
- City of Hagerstown, Maryland – *Impact Fee Study*
- Abbeville County, South Carolina – *Infrastructure Funding Strategy*
- Beaufort County, South Carolina – *Infrastructure Funding Strategy*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Spanish Fork, Utah – *Impact Fee Study*

EDUCATION

M.B.A., Economics, Shenandoah University

B.S. Geography/Urban Planning, East Tennessee State University

B.S. Political Science/Urban Studies, East Tennessee State University

SPEAKING ENGAGEMENTS

- Impact Fee Basics, National Impact Fee Roundtable

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference
- Dealing with the Cost of Growth: From Soup to Nuts, International City/County Management Association National Conference
- Demand Numbers for Impact Analysis, National Impact Fee Roundtable
- Impact Fees and Cash Proffers, APA Virginia Annual Planning Conference
- Calculating Infrastructure Needs with Fiscal Impact Models, Florida Chapter of the American Planning Association Conference
- Economic Impact of Home Building, National Impact Fee Roundtable
- Annexation and Economic Development, American Planning Association National Conference
- Economics of Density, American Planning Association National Conference
- The Cost/Benefit of Compact Development Patterns, American Planning Association National Conference
- Fiscal Assessments, American Planning Association National Conference
- From Soup to Nuts: Paying for Growth, American Planning Association National Conference
- Growing Pains, International City/County Management Association National Conference
- Mitigating the Impacts of Development in Urban Areas, Florida Chapter of the American Planning Association
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable
- Are Subsidies Worth It? American Planning Association National Conference

JULIE HERLANDS

EXPERIENCE

Julie Herlands is a Principal with TischlerBise and has fifteen years of planning, fiscal, and economic development experience. She holds a B.A. in Political Science and a Masters of Community Planning (M.C.P.) from the University of Maryland. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, VA, and for the private sector for the International Economic Development Council. She has conducted fiscal impact analyses using the case-study marginal approach to evaluate multiple land use scenarios, specific development projects, and annexations. In addition, she has prepared over 80 impact fees and other one-time fees for communities across the country. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop on Fiscal Impact Assessment at the American Planning Association National Planning Conference in 2008 and 2009. A recent session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning 2005*. She is currently the Secretary-Treasurer of the Economic Development Division of the APA.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Town of Castle Rock, Colorado – *Impact Fee Study*
- Lake County Schools, Florida – *Revenue Strategies*
- Plant City, Florida – *Impact Fee Study*
- Port St. Lucie, Florida – *Impact Fee Study*
- City of Stuart, Florida – *Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- City of Kellogg, Idaho – *Impact Fee Study*
- City of Post Falls, Idaho – *Impact Fee Study*
- Shoshone Fire District, Idaho – *Impact Fee Study*
- City of Victor, Idaho – *Impact Fee Study*
- City of Evanston, Illinois – *Impact Fee/Excise Tax Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Dorchester County, Maryland – *Impact Fee Study*
- City of Salisbury, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- City of North Las Vegas – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- Catawba County, North Carolina – *School Impact Fee Studies (Three School Districts)*
- Chatham County, North Carolina – *School Impact Fee Study (One School District)*
- Orange County, North Carolina – *School Impact Fee Study (Two School Districts)*
- Goochland County, Virginia – *Cash Proffer Study*
- Henrico County, Virginia – *Impact Fee Study; Cash Proffer Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study*
- Logan City, Utah – *Impact Fee Study*

EDUCATION

Masters of Community Planning, University of Maryland (Summa Cum Laude, Phi Kappa Phi)
B.A. Political Science, University of Buffalo (Magna Cum Laude, Phi Beta Kappa)

SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference, 2009 and 2008
- Infrastructure Financing: Funding the Gap, American Planning Association National Planning Conference, 2009
- Economic Development for Planning Practitioners, Training Workshop, American Planning Association National Planning Conference, 2009
- Impact Fees and Cash Proffers, APA Virginia Annual Planning Conference, 2009
- Paying for Growth, APA Virginia Annual Planning Conference, 2009
- Voluntary Mitigation Payments: An Alternative to Impact Fees, American Planning Association National Planning Conference, 2007
- Proffers vs. Impact Fees: The Virginia Experience, National Impact Fee Roundtable, 2006
- Impact Fee—Or Is It? American Planning Association National Planning Conference, 2005
- Integrating Planning with School Demands, American Planning Association National Planning Conference, 2005
- Fiscal Impact Analysis and Cash Proffers in Virginia Jurisdictions, APA Virginia Annual Planning Conference, 2005
- Planning and Fiscal Reality, American Planning Association National Planning Conference, 2004

PUBLICATIONS

- “Should Impact Fees Be Reduced in a Recession?” Economic Development Now, August 10, 2009 (International Economic Development Council)
- “Agreements, Fees, and CIP,” The Best of Contemporary Community Planning, Training CD-ROM (American Planning Association and Lincoln Institute of Land Policy)
- “The Connection between Growth Management and Local Economic Development,” Economic Development News & Views (Economic Development Division of the APA)

RELEVANT PROJECTS/REFERENCES

The following section illustrates our experience and expertise with similar impact fee studies and funding strategies. Please note that all TischlerBise staff members proposed for Spanish Fork City have the capacity to complete the City's project in a timely and professional manner.

City of Post Falls, Idaho – Capital Improvement Plans & Development Impact Fees

Contact: Eric Keck, City Manager

Phone: (208) 773-8708

Email: ekeck@postfallsidaho.org

TischlerBise has been retained to review and update the City of Post Falls' impact fee program. Three fee categories are included—Parks, Public Safety, and Roads. TischlerBise developed the City's initial program approximately ten years ago with interim fee updates conducted internally by the City. This assignment includes updating capital improvement plans and calculating impact fees for each fee category. The Parks fee includes two different types of parks, for which current levels of service have been maintained over the past ten years, as well as recreation center space. The Public Safety fee includes space for Police facilities as well as Communications infrastructure such as wireless towers, and the Roads fee is based on a long-range plan of improvements needed to accommodate growth.

City of Maricopa, Arizona – Infrastructure Improvement Plans & Development Fees

Contact: Roger Kolman, Assistant City Manager

Phone: (520) 568-9098

Email: roger.kolman@maricopa-az.gov

Dates of Performance: 2003 and 2008/2009

TischlerBise Staff: Chris Cullinan and Carson Bise

TischlerBise was hired to calculate development fees for the newly incorporated city of Maricopa, Arizona in Pinal County. TischlerBise calculated development fees for parks and recreation, libraries, public safety, general government, and transportation using the plan-based methodology. **The lack of existing infrastructure owned by the City presented a challenge as well as an opportunity.** The challenge was to calculate an appropriate level-of-service (LOS) to serve new development. The opportunity was to charge development fees on a new, higher LOS.

Maricopa was still in the process of developing its infrastructure master plans, including public safety, libraries, and general government. For these development fee categories, the plan-based methodology was based on a higher LOS utilizing the average LOS for other Pinal County communities where TischlerBise had recently calculated development fees for these categories of infrastructure. New growth cannot be charged for a higher LOS than is currently being provided, unless there is a plan in place to fund the higher LOS for existing development with non-development fee revenues. The

development fee calculations included identifying the current LOS deficit and the cost for raising the LOS for existing development.

TischlerBise’s analysis showed that if the City invested \$4.2 million to raise the existing LOS for the three categories of libraries, public safety, and general government, the City could collect a projected \$64.1 million in development fees over the next six fiscal years. TischlerBise was retained again in 2009 to update the original study.

West Jordan, Utah – Impact Fee Study and Capital Facility Plan

Contact: Tom Steele, City Manager

Telephone Number: (801) 569-5100

E-mail: steelet@wjordan.com

Dates of Performance: 2009

TischlerBise Staff: Carson Bise and Dwayne Guthrie

TischlerBise has prepared impact fees for this community on two separate occasions. The fee categories include water, sewer, roads, parks, municipal facilities and storm drainage. As part of our first assignment, **TischlerBise evaluated other revenue sources and developed a revenue strategy in which impact fees would pay for facilities required to serve new growth and supplemental sources would pay for new capital facilities benefiting existing development.** There was no opposition at the public hearing and the fees passed unanimously.

We recently completed an update to our original fee structure that includes **a progressive fee schedule for residential uses that is based on the square footage of the unit. This progressive fee schedule helps many communities address affordable housing concerns.**

City of Boulder, Colorado – Citywide Impact Fee/Excise Tax Study

Susan Richstone, Senior Planner

Telephone Number: (303) 441-3271

E-mail: richstones@bouldercolorado.gov

Dates of Performance: 2008

TischlerBise Staff: Carson Bise and Julie Herlands

TischlerBise was retained by the City of Boulder in 2008 to review and update our original 1996 impact fee study for fire/ rescue, parks, trails, police, general government and libraries. In addition, **TischlerBise updated our original 1996 Transportation Excise Tax methodology, which requires voter approval.** In our most recent update, **TischlerBise prepared the impact fees and excise tax using progressive housing multipliers** (i.e. the fee increases with the size of the dwelling unit). A primary reason for this approach was to promote housing affordability. Because any change to the City’s current Transportation Excise Tax requires another referendum, TischlerBise worked with a citizen/developer Liaison Committee throughout the study process.

The City of Boulder has also contracted with TischlerBise to prepare a transportation maintenance fee methodology. The establishment of a transportation maintenance fee to address transportation needs not only allows a jurisdiction to address the funding of capital improvements but also provides revenue to cover the cost of operations and administration. Maintenance fees may address all aspects of capital costs, including debt service, operations, maintenance, and repair and replacement of facilities. Unlike impact fees that are imposed on new development, maintenance fee revenue is generated from all development, existing and new. This stable revenue stream can support the issuance of bonds backed by the anticipated utility revenue.

PROJECT APPROACH AND WORK SCOPE

PROJECT APPROACH

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves only two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

However, there is a fair degree of latitude granted in constructing the actual impact fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art as well as a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. Each method has advantages and disadvantages in a particular situation and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a facility plan. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate a development impact fee using the cost recovery

approach, facility cost is divided by ultimate number of demand units the facility will serve. An oversized water storage tank is an example.

Incremental Expansion Impact Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The level-of-service standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.

Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of the impact fee category will be dependent on which is most beneficial for the City. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the various trade-offs with the City. There are likely to be policy and revenue tradeoffs depending on the capital facility and methodology. We recognize that “one size does not fit all” and create the optimum format that best achieves our clients goals.

Each client is different, each fee category is different, and TischlerBise compares alternative methodologies to maximize revenues for our clients.

For example, TischlerBise typically calibrates the impact fees to the specific jurisdiction’s road network and demographic data, whether using an incremental expansion or plan-based method. Our ability to evaluate alternative methods was demonstrated in the City of Missoula, Montana, where the initial policy direction was to calculate transportation impact fees for a specific, high-growth area near the airport. A plan-based method was appropriate for this relatively small geographic area that had specific improvements already identified through a prior planning effort. During a series of meetings with the local advisory committee and staff, TischlerBise agreed to also prepare a citywide transportation impact fee using the incremental expansion cost method. Our firm is able to evaluate different methods because we do not rely on state/regional transportation models to provide data inputs for the impact fee calculations. In essence, we do our own aggregate travel demand model that is in some ways more sophisticated than the large-scale computer models used by state and regional agencies. For instance, we routinely use at least two types of housing units and somewhere between three and five nonresidential development types in our travel demand analysis. It is common for link-specific

computer models to lump together all housing types and only separate retail from all other types of nonresidential development.

SCOPE OF WORK

The following scope of work provides detailed steps to ensure your project is completed successfully. The scope of services offered in this proposal is intended to satisfy all legal requirements governing development impact fees, including provisions of the U.S. Constitution and the Utah Impact Fee Act, including certification. Phase I consists of review and recalibration of the City’s existing impact fee for parks, public safety, sewer and water. Phase II addresses the calculation of new impact fees for stormwater, pressurized irrigation and streets. The same work scope applies to both tasks.

TASK 1: INITIAL MEETINGS AND RECONNAISSANCE

Description: The purpose of this task is to develop a complete understanding of the City’s land use planning issues. In addition, this task will serve as an opportunity for TischlerBise to make contact with City staff and conduct project “kick-off” activities. During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and City policies related to the project, review the project schedule (and revise if necessary), and to request additional data and documentation related to the project. The specifics of this initial discussion are outlined below:

- Review and refine work plan and schedule, if appropriate.
- Assess information needs and required staff support.
- Discuss the City’s current infrastructure needs.
- Discuss overall capital facility financing issues.
- Identify and discuss trade-offs with different impact fee approaches including: residential fees by house size; condensed nonresidential fee schedule; geographic services areas.
- Identify and collect data and documents relevant to the analysis.
- Identify any major relevant policy issues.

Meetings: One (1) meeting with City staff.

Deliverables: 1) Data request memorandum. 2) Revised project schedule, if necessary.

TASK 2: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

Description: This task as well as tasks 4-6 may vary somewhat depending on the methodology applied to a particular development impact fee category. The impact fee analysis for each facility type would be presented in a separate chapter in the impact fee report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development/redevelopment on the need for additional facilities, by type, and identify costs eligible for development impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for development impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service Standards. We will review needs analyses and level-of-service levels for each facility type. Activities related to this task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted levels of service, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Meetings: One (1) meeting with City staff to discuss capital facility needs and levels of service.

Deliverables: See Task 7.

TASK 3: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

Description: The purpose of this task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of development impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the development impact fee category will depend on which is most beneficial for Spanish Fork City. In a number of cases, we will prepare the development impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows us utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new facility building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the client is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next task.

Reflect City Land Use and Economic Development Objectives. Many communities forget that impact fees are actually a land use regulation. With this in mind, the City may want to consider alternative methods of calculating the impact fees. For example, TischlerBise pioneered the concept of tiered transportation impact fees, which vary the fees by vehicle miles of travel, which can have the effect of incentivizing development in areas with existing infrastructure capacity (e.g., urban core) and discourage development on the fringe. Another consideration is exploring opportunities to include multi-modal and/or carbon emission credits within the methodology to credit development that divert trips to alternative models of transportation (e.g., pedestrian and bicycle).

Meetings: One (1) meeting City staff to issues related to allocation methodologies and City fiscal and land use/economic development policy.

Deliverable: See Task 7.

TASK 4: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

Description: A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are, in fact, two types of “credits” each with specific, distinct characteristics, but both will be included in the calculation of impact fees. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee analysis.

Deliverable: See Task 7.

TASK 5: CONDUCT FUNDING AND CASH FLOW ANALYSIS

Description: In order to prepare a meaningful capital improvement plan, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the capital improvements plan might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverable: See Task 7.

TASK 6: PREPARE IMPACT FEE FACILITY PLAN, IMPACT FEE REPORT, PUBLIC PRESENTATIONS

Description: TischlerBise will prepare a draft Impact Fee Facility Plan (will be required under recent changes to State Impact Fee Act) and Impact Fee Report that for the City’s review. The report will summarize the need for impact fees for the appropriate public facility category, the relevant methodologies employed and documents all assumptions and cost factors. The report will include at a minimum the following information:

- Executive Summary
- A detailed description of the methodologies used during the study
- A detailed description of all level of service standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity

- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash Flow Analysis
- Implementation and Administration Procedures

Following the City’s review of the draft report, we will make mutually agreed upon changes to the Impact Fee Report.

TischlerBise’s impact fee report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each activity showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by interested parties. Because of the firm’s extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

Deliverable: Draft and final reports and presentation materials for meetings.

Meetings: One (1) meeting/presentation to present results.

TASK 7: PUBLIC OUTREACH

Description: Given the scrutiny of impact fees by the building community since the economic downturn, it has proven beneficial to have a public outreach effort to give the development community an opportunity to participate in the process, understand assumptions and raise questions about the technical demographic, cost, revenue, credit and other data and supporting documentation that is being used in the calculation of impact fees. This will not be a forum to discuss the political and/or philosophical use of fees. Rather it will be an opportunity for these interested parties to understand the soundness and the reasonableness of the technical impact fee methodology. We propose two meetings with this group.

Deliverable: Presentation materials for meetings.

Meetings: Two (2) meetings with development community.

PROJECT BUDGET

The following table presents our proposed project fee schedule for this assignment and encompasses the tasks, meetings and deliverables identified in our scope of work. Please note this is a fixed fee proposal and includes direct expenses related to the project with no overhead mark-up. We are also only charging one day of travel for each public outreach session and the Council presentation, as we assume we will be able to “piggyback” with other western and/or Utah assignments.

Spanish Fork City, Utah – Phase II Impact Fee Study					
Project Team Member:		Bise	Herlands	Total	
Hourly Rate		\$190	\$170	Hours	Cost
Task					
Water Irrigation		8	42	50	\$8,660
Stormwater		12	36	48	\$8,400
Water		16	40	56	\$9,840
Sewer		16	40	56	\$9,840
Public Outreach, Council Presentation		24	6	30	\$5,580
TOTAL HOURS AND COST:		76	164	240	\$42,320

PROJECT SCHEDULE

Below is a proposed project schedule for Phase II of the Impact Fee Study, which assumes an early November start date and prompt review and feedback from the City.

Spanish Fork, UT – PHASE II IMPACT FEE STUDY

Tasks	November				December				January					February			
	7	14	21	28	5	15	19	26	2	9	16	23	30	6	13	20	27
1 Initial Meetings/Reconnaissance	Δ																
2 Determine Capital Facility Needs and Service Levels																	
3 Evaluate Different Allocation Methodologies																	
4 Determine Need for Credits																	
5 Conduct Funding and Cash Flow Analysis																	
6 Prepare IFFP and Impact Fee Report																	
7 Public Outreach/Council Presentation																	

Legend:
† Deliverable
Δ Meeting and/or Presentation