

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _____, 202__, by and between the City of Maricopa, Arizona, an Arizona municipal corporation (“City”), and Lewis Young Robertson & Burningham, Inc., a Utah Corporation (“Consultant”), to provide comprehensive infrastructure improvement plan and development impact fee analysis..

WHEREAS, City desires to retain Consultant to furnish professional services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and,

WHEREAS, in procuring these professional services, City has complied with the procedures set forth in Section 3.65.120 of the City of Maricopa's City Code.

NOW, THEREFORE, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. CONSULTANT’S DUTIES: Consultant agrees to provide to City services as set forth in Exhibit “A” which is attached hereto and incorporated herein by reference (“Services”). Services shall be in accordance with City standards, state standard specifications, and federal requirements where applicable. For subsequent Services provided by Consultant, Consultant and City shall agree to a form in substantially similar as set forth in Exhibit “A”.

2. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for its professional Services described in Section 1 as follows:

The City shall pay Consultant \$87,800.00 for its services, as mentioned on Page 1 of Exhibit A.

Exhausting the total amount payable for activities described in Section 1 above shall not relieve Consultant of its obligations to perform the Services. Should City request additional services beyond that specified in Section 1, Consultant’s Duties, Consultant shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Consultant performing the additional services.

3. TERM: The term of this Agreement shall commence upon execution by both Parties and shall continue until June 30, 2023, unless extended or terminated in accordance with the terms of this Agreement

4. CONSULTANT BILLING: Consultant shall bill City on a time and expenses basis in a total amount not to exceed Section 2 above. City shall pay such billings within

thirty (30) days of the date of receipt of the Consultant's invoice.

5. CITY'S STANDARD OF PERFORMANCE: City shall furnish the Consultant with all data, information and other supporting services necessary for Consultant to provide the services provided for herein.

6. CONSULTANT'S STANDARD OF PERFORMANCE: While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement that are a breach of this standard.

7. CONFIDENTIALITY: Consultant, and any subcontractors or individuals hired by Consultant to perform the services under this Agreement, shall keep any information concerning City matters confidential and agree that they will not make any statement, give an interview or provide any information to any person, corporation or other entity, including without limitation any media source, in relation to the project or the services to be provided under this Agreement without the prior written consent of City. Consultant, and any subcontractors or individuals hired by Consultant, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement.

8. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa

Attn: Director of Engineering & CIP Development

39700 W. Civic Center Plaza

Maricopa, AZ 85138

If to Consultant:

Lewis Young Robertson & Burningham, Inc.

Attn: Laura Lewis

41 North Rio Grande St., Suite 101

Salt Lake City, UT 84101

9. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Consultant shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Consultant shall deliver to City all work in any state of completion at

the date of effective termination.

10. SUBCONTRACTORS: Consultant agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and City.

11. RECORDS: Records of Consultant's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

12. INSURANCE:

12.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter-stipulated minimum insurance with insurance companies duly licensed by the State of with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting City and Contractor. Contractor shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor shall furnish City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

- (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- (b) Auto Liability - Under ISO Form CA 2048 or equivalent.
- (c) Excess Liability - Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

12.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy forms CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability (Errors and Omissions Liability). Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Work performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor 's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

13. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Consultant.

14. UNCONTROLLABLE FORCES: City and Consultant shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the

control of the other or the other's employees and agents.

15. INDEMNIFICATION: To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents. This section shall survive the expiration or early termination of the Agreement.

16. WAIVER OF TERMS AND CONDITIONS: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. INDEPENDENT CONTRACTOR: Consultant shall at all times during Consultant's performance of the services retain Consultant's status as independent contractor. Consultant's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Consultant.

18. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Consultant and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Consultant shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Consultant. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

19. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all

provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled by Consultant under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

21. LICENSES AND PERMITS: Consultant represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid.

22. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Consultant. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Consultant shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

23. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, 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.

24. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

25. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

26. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Consultant shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment

opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Consultant shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

27. FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Consultant acknowledges, by signature to this agreement, that: Consultant is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Consultant's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

28. UNDOCUMENTED WORKERS: Consultant understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Agreement to ensure that the Consultant or Subcontractor is complying with the Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of subcontractors to ensure compliance with Immigration Warranty. Consultant agrees to assist the City in regard to any random verification(s) performed.

Neither the Consultant nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

29. NO KICK-BACK CERTIFICATION: Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no

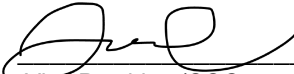
member of the City Council or any employee of the City has an interest, financially or otherwise, in the Consultant's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Consultant hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

30. BOYCOTT OF ISRAEL: In signing this Agreement, Consultant certifies pursuant to ARS §35-393.01 that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CONSULTANT:

LEWIS YOUNG ROBERTSON
& BURNINGHAM, INC., a Utah corporation

By: 
Its: Vice President/COO

CITY OF MARICOPA
an Arizona municipal corporation

Ricky A. Horst,
City Manager

ATTEST:

Vanessa Bueras
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
SERVICES AND COMPENSATION

PROPOSAL FOR:
MARICOPA, ARIZONA
COMPREHENSIVE
INFRASTRUCTURE IMPROVEMENT PLAN AND
DEVELOPMENT IMPACT FEE ANALYSIS

DECEMBER 2021

**LEWIS YOUNG ROBERTSON
& BURNINGHAM, INC.**



December 2021

39700 West Civic Center Plaza
Maricopa, Arizona 85138

RE: PROPOSAL FOR COMPREHENSIVE DEVELOPMENT IMPACT FEE ANALYSIS (DIF)

We are pleased to present our credentials to assist the City of Maricopa, Arizona (the “City”) in the potential update to the City’s Comprehensive Infrastructure Improvement Plan (“IIP”) and Development Impact Fee Analysis (“DIF”). The professionals at Lewis Young Robertson & Burningham, Inc. (“LYRB”) have represented public and private clients for more than three decades and we would be privileged to provide our services to the City. Team contact information for this project can be found below:

<p>LYRB, INC. 41 NORTH RIO GRANDE STREET, SUITE 101, SALT LAKE CITY, UTAH 84101 (P) 801.596.0700</p>	<p>LAURA LEWIS PRINCIPAL (E) LAURA@LEWISYOUNG.COM</p>	<p>FRED PHILPOT VICE PRESIDENT (E) FRED@LEWISYOUNG.COM</p>	<p>KATE WERRETT ANALYST (E) KATE@LEWISYOUNG.COM</p>
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The attached response outlines our experience and estimated cost to complete the IIP and DIF. LYRB will ensure all elements of Arizona Revised Statutes (“ARS”) § 9-463.05 (the “statute”) are met. The following summarizes the key strengths of LYRB:

- ☞ LYRB is experienced. We have completed over 300 fee studies (impact fee, water & sewer rate studies, business license fee studies, and many more) for entities of all sizes. This volume of experience with multiple ‘repeat customers’ provides evidence that we are well prepared to address all fee issues that may arise.
- ☞ LYRB understands the inputs that are necessary for a defensible impact fee. These inputs include the historic funding of existing facilities, level of service variables, zoning information, and proposed system improvements.
- ☞ LYRB’s approach is concise and defensible. We reference all source information and provide formulas to ensure the information can be verified.
- ☞ We recognize the importance of taking additional time at the beginning phase of the process to review existing capital facility plans, master plans, and other planning documents.

The combined fee to complete this scope of services is \$87,800. While this is our best estimate for the cost of providing the services described herein, LYRB is open to further discussion regarding the proposed fee. This fee assumes the impact fees are adopted simultaneously. Should the City choose to adopt the fees individually, the LYRB Team will charge hourly rates for additional meetings. Should you have any questions regarding our proposal or additional services, please feel free to contact us. We look forward to working with you.

Best Regards,



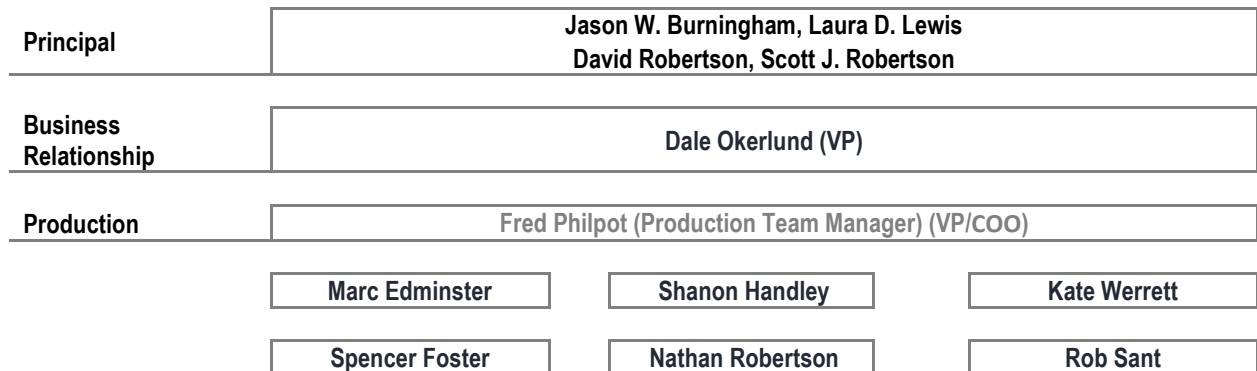
Laura D. Lewis
PRINCIPAL

COMPANY INFORMATION

LYRB was founded twenty-six (26) years ago in 1995. It has grown from its initial four employees to fifteen, inclusive of the three most experienced individual financial advisors in Utah. Our firm led the efforts in conducting impact fee studies when legislation was imposed requiring these studies. We specialize in impact fee studies, rate studies, economic impacts and development, feasibility analysis, redevelopment planning and general municipal consulting. In addition, LYRB was involved in the original Utah impact fee legislation and discussion in 1995, and we work with the Utah League of Cities and Towns to provide expert opinion on how proposed changes may affect local governments. The staff at LYRB are highly knowledgeable and experienced in impact fee studies and will be fully available to the City for this project.



Following is an organization chart of LYRB which depicts the interrelationships and line of authority for the firm.



PROPOSED SCOPE

LYRB understands it is the City's intent to complete an IIP and DIF related to Parks & Recreation, Wastewater, Libraries, Police, Fire, Streets. Our methodology is built upon creating a usable and defensible document for the City. As such, our scope focuses on establishing involvement at the onset of the project with a thorough review of key planning documents that are integral to the completions of a DIF. The calculation of impact fees can be very complex, balancing legal requirements with the unique characteristics and needs of the City. The following scope will address these factors and establish a defensible DIF.

TASK 1: PROJECT ORIENTATION AND KICK-OFF

An initial kick-off meeting with City staff is crucial and can help provide a vision for the entire project. The following tasks will be completed at the initial kickoff meeting:

- ☞ Orient staff to the project and clarify scope;
- ☞ Identify data needs and discuss existing capital facility plans/master plans;
- ☞ Establish consensus regarding timeframe and scheduling of project; and
- ☞ Discuss project transcript which will include final documents, project schedule noticing, contract agreements etc.

An important element of this task will be the creation of a project "transcript". The transcript serves as a warehouse of all pertinent project data (i.e. project timeline, process maps, draft reports, noticing documents, official contract and scope of services, etc.). This data is organized in a single location which ensures project timeliness and efficiency. LYRB will facilitate the inclusion of all final documents into the project transcript for each department and for administrative personnel. LYRB will also work with City staff to evaluate existing planning documents and identify any additional data and analysis that will need to be completed in order to comply with the requirements of the statute.

LYRB will also plan on meeting with each department individually to discuss the elements of the DIF analysis and report. These meetings will happen at Maricopa City offices.

TASK 2: LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN

Before the adoption or amendment of the DIF, the City should adopt or update the land use assumptions ("LUI") and IIP for the designated service area, pursuant to the statute. LYRB will assist in the completion of an IIP for each necessary public service, according to the following elements:

1. Provide a description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. Provide an analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. Provide a description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. Establish the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.

5. Calculate the total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. Determine the projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. Create a forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users' revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development.

TASK 3: CREATE DEVELOPMENT IMPACT FEE SCHEDULE

LYRB will calculate the impact fee and create an impact fee schedule and formulas for calculating adjusted impact fees. LYRB will rely on data gathered in the tasks above to estimate the proportionate share of costs for existing capacity that will be recouped and the costs of impacts on system improvements that are reasonably related to the new development activity.

TASK 4: PREPARE WRITTEN DIF





LYRB will prepare a written DIF based on the data collected and analysis performed in the tasks above, which will be disseminated to all related parties.

TASK 5: WORKSHOP AND PRESENTATION

This proposed scope includes a preliminary findings presentation to City staff. LYRB will utilize this meeting to re-evaluate the goals originally established at the beginning of the project and address any changes or recommendations. This meeting will also provide final direction for the impact fee analysis. During this workshop, LYRB will also coordinate with the City to finalize the project completion timeline to ensure all milestones are met.

TASK 6: ASSIST WITH NOTICING AND ENACTMENT

LYRB will assist with all noticing requirements and the drafting of the impact fee enactment. All notice records and the official enactment will be recorded in the impact fees transcript. Specific tasks include:

-  Thirty-day notice of intention to assess a development fee;
-  Notice IIP and DIF at least 60 Days before public hearing;
-  Notice of public hearing at least 30 days prior to adoption of plan and fees;
-  Approve

TASK 7: PROVIDE FINAL WRITTEN IIP AND DIF AND TRANSCRIPT

The final written analysis will ensure that all elements of the statute.

TASK 8: HOLD PUBLIC HEARING AND FINAL ADOPTION OF IIP

Before the adoption or amendment of a development fee, the City Council will adopt or update the land use assumptions and infrastructure improvements plan for the designated service area. LYRB will attend and present all findings as part of the IIP public hearing. Following this hearing, LYRB will attend and present all findings as part of the DIF public hearing.

TASK 9: HOLD PUBLIC HEARING AND FINAL ADOPTION OF DIF

Following the IIP hearing and adoption, LYRB will attend and present all findings as part of the DIF public hearing.





COORDINATION

As part of our scope, LYRB will meet with the City on a regular basis to review findings and discuss methodologies. We propose including eight (8) virtual meetings as part of our total fee.






ASSESSMENT OF CITY RESOURCES

In order to achieve this schedule, LYRB anticipates the City will help with the following information requests.






GENERAL DATA NEEDS TO PROVIDE (IF AVAILABLE):

-  Existing Parcel Database with building information
-  Existing development pro form (historic and estimated building permits by type if available)
-  Existing depreciation schedule illustrating original value of existing assets by type
-  GIS Data including zoning information, street centerlines, calls for service, etc.





PUBLIC SAFETY

-  Calls for service through dispatch for full service area (3 Years)
 - Calls for service for police by land use (traffic & public calls identified)
-  Public Safety Staffing Levels (Full Time Equivalents or FTEs)
-  List of Five-Year and 10-Year Capital Needs
-  Existing Facility Data
 - List of Facilities by Type and Square Footage
-  Response time maps if available





PARKS AND RECREATION

-  Provide a list of recent land purchases to determine average cost per acre
-  Provide recent park construction projects identify cost per acre for park development
-  Assist LYRB in identifying the average cost for amenities
-  Review amenity quantities
-  Review existing facilities inventory




SEWER DATA NEEDS

-  Existing demand data (e.g. equivalent residential connections ERCs or ERUs and flow data)
-  Provide existing master plans and capital improvement plans
-  Provide existing Level of Service data from existing master plans and capital improvements plans
-  List of Five-Year and 10-Year Capital Needs

LIBRARY

-  Existing demand data (e.g. customer and patron data)
-  Provide existing master plans and capital improvement plans
-  Provide existing Level of Service data from existing master plans and capital improvements plans
-  List of Five-Year and 10-Year Capital Needs

STREETS

-  Provide existing master plans and capital improvement plans
-  Provide existing Level of Service data from existing master plans and capital improvements plans
-  List of Five-Year and 10-Year Capital Needs

Determining the time needed to assist in gathering this information is subject to the availability of such data and the existing resources at the City. Our objective is to minimize the amount of time and resources needed to complete the analysis, while ensuring buy-in from all departments.

PROPOSED FEE

LYRB will produce a defensible IIP and DIF that meets the requirements of the statute. The table below illustrates LYRB's proposed fee. In order to achieve the suggested timeline, LYRB recommends include a full day of onsite coordination as well as eight (8) virtual coordination meetings

Parks & Recreation, Wastewater, Libraries, Police, Fire, Streets	Principal	Vice President	Analyst	Total Hours	Total Fee
Hourly Rate	\$250.00	\$200.00	\$150.00		
Task 1.A: Project Orientation and Kick-Off (Onsite Meeting)	-	5.00	-	5.00	\$1,000
Task 1.B: Project Orientation and Kick-Off (Full Day Onsite Meeting)	-	12.00	2.00	14.00	\$2,700
Task 2: Land Use Assumptions and Infrastructure Improvements Plan					
A. Calculate the total number of existing and projected service units.	1.00	20.00	10.00	31.00	\$5,750
B. Calculated equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.	1.00	20.00	10.00	31.00	\$5,750
C. Provide description of existing public services to meet existing needs and LOS changes to existing users.	1.00	30.00	15.00	46.00	\$8,500
D. Provide an analysis of existing facilities including capacity, the level of current usage, and commitments for usage of capacity.	1.00	30.00	20.00	51.00	\$9,250
E. Provide a description of new facilities, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering, and architectural services.	1.00	30.00	20.00	51.00	\$9,250
F. Establish the proportionality of existing and future facilities used by new development activity.	1.00	20.00	10.00	31.00	\$5,750
G. Determine the projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.	1.00	20.00	15.00	36.00	\$6,500
H. Create a forecast of revenues generated by new service units other than development fees.	1.00	20.00	10.00	31.00	\$5,750
Task 3: Create Development Impact Fee Schedule	1.00	20.00	10.00	31.00	\$5,750
Task 4: Prepare Written DIF	2.00	10.00	15.00	27.00	\$4,750
Task 5: Workshop and Presentation	-	8.00	-	8.00	\$1,600
Task 6: Assist with Noticing and Enactment	-	4.00	-	4.00	\$800
Task 7: Provide Final Written IIP and DIF and Transcript	-	10.00	10.00	20.00	\$3,500
Task 8: IIP Public Hearing (1 In Person Meeting)	-	10.00	2.00	12.00	\$2,300
Task 9: DIF Public Hearing (1 In Person Meeting)	-	10.00	2.00	12.00	\$2,300
Coordination Meetings (8 Virtual Meetings)	4.00	16.00	16.00	36.00	\$6,600
Total	15.00	295.00	167.00	477.00	\$87,800

Our team is dedicated to meeting the needs of the City. While we will be engaged in other projects, we will allocate necessary resources to meet our proposed timeline. We do not anticipate our team's current workload will compromise our ability to complete the stated tasks. This fee assumes the City can provide the necessary information to complete the Land Use Assumptions and Infrastructure Improvement Plan. This data includes existing facilities, future facility needs and cost estimates, information related to existing levels of service, etc. LYRB will work with the City to identify available information.

The following identifies the proposed timeline for this project.

Week	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8				Month 9				Month 10				Month 11				Month 12				Month 13				Month 14			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1: Project Orientation and Kick-Off	█	█																																																						
Task 2: Land Use Assumptions and Infrastructure Improvements Plan			█	█	█	█	█	█	█	█																																														
Task 3: Create Development Impact Fee Schedule									█	█	█	█	█	█																																										
Task 4: Prepare Written DIF													█	█	█																																									
Task 5: Workshop and Presentation														█	█																																									
Task 7: Provide Final Written IIP and DIF and Transcript																																																								
Coordination Meetings					█					█				█				█																																						
Land Use Assumptions and Infrastructure Plan Publication (60 Days Before Public Hearing)																																																								
Task 8: IIP Public Hearing (30 Days Before Adoption)																																																								
Land Use Assumptions and Infrastructure Plan Approval (within 60 after IIP Public Hearing & at least 30 Days Before DIF Public Hearing)																																																								
Notice of Intention to Assess a DIF (30 Days Advanced)																																																								
Task 9: DIF Public Hearing																																																								
Approve or Disapprove of DIF (Day 31 to 60 after DIF Public Hearing)																																																								
Effective Date of DIF (75 Days After Formal Adoption)																																																								

TEAM QUALIFICATIONS

Details on the qualifications of the individuals who will perform the work including a brief summary of each person's education, qualifications, and previous experience is included below.



LAURA LEWIS

PRINCIPAL

Ms. Lewis founded Lewis & Young, the predecessor to Lewis Young Robertson & Burningham, Inc., in July 1995. During her career in public finance, which started in 1989, she has structured over two billion in tax-exempt and taxable municipal bond transactions for local governments in Utah helping to facilitate the construction of numerous capital projects, as well as facilitating land and equipment acquisition needs, and numerous transactions facilitating development through the use of both special assessment and tax increment bonds.

During the course of her career in public finance has assisted numerous cities, towns, and special districts in Utah with their financing and consulting needs. Ms. Lewis, as primary contact, provides Financial Advisor services to half of the State's top ten most populous cities and approximately 40% of the top twenty most populous cities in the state.



FRED PHILPOT

VICE PRESIDENT

Fred Philpot joined Lewis Young Robertson & Burningham, Inc in 2006. Mr. Philpot serves as the Production Team Manager for LYRB, managing the allocation of LYRB resources. Mr. Philpot has served as project lead for numerous projects regarding user rates, impact fee analysis, feasibility studies, redevelopment and blight studies, and comprehensive financial planning. His project expertise also includes detailed land use analysis, demographic projections, retail sales analysis and sales gap modeling, analysis market conditions, GIS mapping and conducting level of service analysis.

Listed below are several recent impact fee projects completed by Mr. Philpot that demonstrates his expertise.

CLIENT	PROJECT CATEGORY	PROJECT DESCRIPTION	YEAR
Salt Lake City, Utah	Impact Fee Analysis	Parks & Recreation	Current
West Valley City, Utah	Impact Fee Analysis	Parks, Public Safety, Transportation, Storm	Current
Eagle Mountain, Utah	Impact Fee Analysis	Parks & Recreation	2021
Heber City, Utah	Impact Fee Analysis	Parks & Recreation	2021
Salt Lake City, Utah	Impact Fee Analysis	Transportation	2021
St. George City, Utah	Impact Fee Analysis	Parks, Public Safety, Power, Transportation, Water, Sewer, Storm	2020
Cedar City, Utah	Impact Fee Analysis	Parks, Public Safety, Power, Transportation, Water, Sewer, Storm	2020
Logan, Utah	Impact Fee Analysis	Parks, Public Safety, Power, Transportation, Water, Sewer, Storm	2020
South Jordan, Utah	Impact Fee Analysis	Parks and Recreation	2019
Kaysville, Utah	Impact Fee Analysis	Parks, Public Safety, Power, Transportation, Water, Sewer, Storm	2019
Nephi, Utah	Impact Fee Analysis	Water and Power	2018
Brigham City, Utah	Impact Fee Analysis	Parks, Public Safety, Power, Transportation, Water, Sewer, Storm	2018



KATE WERRETT

ANALYST

A recent member of Lewis Young Robertson & Burningham, Inc, Kate Werrett is an analyst with the firm. She works with the municipal consulting segment of the company and has assisted with impact fee studies, community reinvestment project planning and budget, general plans, feasibility studies. Prior to joining LYRB, Ms. Werrett worked as a planner at North Salt Lake and as a portfolio community manager in Maryland. Kate received a Bachelor of Science from Brigham Young University, studying Business Management and Finance, and a Master of City & Metropolitan Planning from the University of Utah.

Ms. Werrett will assist in model development, research and drafting of reports.

FIRM REFERENCES

The professionals at LYRB have completed numerous impact fee studies for a variety of public facilities. Provided below are a few similar examples along with references that show the breadth of our work and experience. **We encourage you to call our references as they will attest to the value our work has provided their communities.**

SALT LAKE CITY, UT IMPACT FEE STUDIES, 2016 AND PRESENT

LYRB completed an impact fee facilities plan and impact fee analysis for parks and recreation, transportation, and public safety services for Salt Lake City. LYRB is currently updating these studies for the City.

Contact: Dan Rip, Policy and Program Manager, Dept. of Community and Neighborhoods
801.535.6308
daniel.rip@slcgov.com

SOUTH JORDAN, UT IMPACT FEE STUDIES, 2005-PRESENT

LYRB has performed numerous impact fee studies for the City of South Jordan. Studies include impact fee analyses for parks and recreation, public safety, roadway, storm water, and culinary water.

Contact: Don Tingey, Strategic Services Director
801.254.3742
dtingey@sjc.utah.gov

ST. GEORGE, UT IMPACT FEE STUDIES, 2005-2006, 2014, AND PRESENT

LYRB performed impact fee studies for the City of St. George in 2005-2006 and in 2014 and is currently updating these analyses. Impact fee analyses included streets, storm water, energy, water, wastewater, leisure services, and public safety. LYRB recently assisted the City update its impact fees and bring the impact fee ordinance and analyses in compliance with recent changes to State law.

Contact: Deanna Brklacich, Budget & Financial Planning Manager
435.627.4004
deanna.brklacich@sqcity.org

2021 HIGHLAND IMPACT FEE ANALYSIS (PARKS, TRANSPORTATION, PUBLIC SAFETY, UTILITIES)

Highland City engaged LYRB to update their parks, transportation, and public safety impact fees in 2021. The city's impact fees hadn't been updated for many years. LYRB worked with the city to ensure all assets were included in the inventory of park and recreation facilities, and in the education of staff regarding the impact fee methodology, collection and expenditure of impact fees.

Contact: Nathan Crane, Highland City Administrator
801-756-5751
ncrane@highlandcity.org

The table below provides a selection of LYRB’s historic impact fee and other consulting experience since 2015.

Client	Project Category	Type	Year
Logan, Utah	Impact Fee Analysis	Parks, Public Safety, Power, Transportation, Water, Sewer, Storm	2019
Bona Vista Water Improvement District	Impact Fee Analysis	Water	2019
South Jordan City, Utah	Impact Fee Analysis	Public Safety	2019
Kaysville, Utah	Impact Fee Analysis	Parks, Public Safety, Power, Transportation, Water, Sewer, Storm	2019
Nephi, Utah	Impact Fee Analysis	Water and Power	2018
South Jordan, Utah	Impact Fee Analysis	Parks and Recreation	2018
Brigham City, Utah	Impact Fee Analysis	Parks, Public Safety, Power, Transportation, Water, Sewer, Storm	2018
West Point, Utah	Impact Fee Analysis	Water and Sewer	2018
Hooper Water Improvement District	Impact Fee Analysis	Water	2018
Central Utah Water Conservancy District	CWP Modeling	Water	2018
Draper City, Utah	Impact Fee Analysis	Water, Storm	2018
Draper City, Utah	User Rate Analysis	Water	2018
Highland City, Utah			2018
Kaysville City, Utah	Transportation Fee Study	Transportation	2018
Logan City, Utah	Cost of Services and Rate Design Study	Water	2018
Moab, Utah	Transportation Funding Consulting	Transportation	2018
Morgan County, Utah	Impact Fee Analysis	Parks, Transportation	2018
Ogden City, Utah	User Rate Analysis	Water, Sewer, Storm, Refuse	2018
Salt Lake City, Utah	Parks and Public Lands Analysis	Parks	2018
Salt Lake City, Utah	Parks and Public Lands Governance Analysis	Parks	2018
Salt Lake City, Utah	Capital Facilities and Finance Plan	General fund	2018
South Ogden City, Utah	General Fund CFSP Update	General Fund	2018
South Jordan City, Utah	Impact Fee Analysis	Parks	
South Willard Water Company	Impact Fee Analysis	Water	2018
Tooele City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2018
Highland, Utah	Comprehensive Financial Sustainability Plan	General Fund	2017
Ogden City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2017
Ogden School District, Utah	Facilities Planning		2017
Salt Lake City, Utah	Impact Fee Study	Public Safety, Parks, Transportation	2017
South Davis Metro Fire	Impact Fee Analysis	Fire	2017
South Davis Metro Fire	Tax Rate Analysis	Fire	2017
South Ogden, Utah	Transportation Fee Study	Transportation	2017
South Ogden, Utah	Comprehensive Financial Sustainability Plan	General Fund	2017
South Ogden, Utah	User Rate Analysis	Water, Sewer, Storm	2017
Tooele City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2017
Tooele City, Utah	Impact Fee Amendments	Sewer	2017
Central Valley Water Reclamation Facility	Comprehensive Financial Sustainability Plan	Sewer	2016-2017

Client	Project Category	Type	Year
Utah Olympic Legacy Foundation	Comprehensive Financial Sustainability Plan		2017
Weber County, Utah	Transfer Station Analysis	Refuse	2017
Wolf Creek Water & Sewer Improvement District	Impact Fee Analysis	Secondary Water	2017
Box Elder County, Utah	Municipal Services Study	Municipal Services	2016
Central Utah Water Conservancy District	CWP Modeling		2016
Central Utah Water Conservancy District	District Modeling		2016
Central Valley Water Reclamation Facility	CFSP for Reclamation CIP	Reclamation	2016
Cottonwood Heights, Utah	Financial Consulting		2016
Eagle Mountain City, Utah	Impact Fee Analysis	Parks	2016
Lindon City, Utah	Impact Fee Analysis	Water	2016
MIDA	MIDA CFSP		2016
Mt. Olympus Improvement District	CVWRF Model Review	Water, Sewer	2016
Ogden City, Utah	General Fund CFSP	General Fund	2016
Ogden City, Utah	Utility CFSP Update		2016
Orem City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2016
Provo, Utah	Water Reclamation Study	Sewer	2016
South Salt Lake City, Utah	Impact Fee Analysis	Sewer	2016
South Summit School District	Facilities Analysis		2016
South Valley Sewer District	Impact Fee Analysis	Sewer	2016
Tooele City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2016
Tooele City, Utah	Fiscal Planning and Coordination for Overlake Settlement & Legislative Assistance		2016
Wasatch County, Utah	JSPA Capital Facilities Plan and Prioritization		2016
Wolf Creek Water & Sewer Improvement District	Impact Fee Analysis	Sewer	2016
American Fork City, Utah	Governance and Strategic Planning	General Fund	2015
Brigham City, Utah	Impact Fee Analysis	City Wide	2015
Centerville City, Utah	User Rate Analysis	Storm	2015
Central Utah Water Conservancy District	CWP Analysis	Water	2015
Central Utah Water Conservancy District	District Modeling	Water	2015
Draper City, Utah	RDA CFFP	RDA	2015
Draper City, Utah	Impact Fee Analysis	Parks	2015
Eagle Mountain City, Utah	Impact Fee Analysis	Water, Sewer	2015
Granger Hunter Improvement District	Rate Study Finalization	Water, Sewer	2015
Hooper Water Improvement District	User Rate Study	Water	2015
Hooper Water Improvement District	Impact Fee Analysis	Water	2015
Lindon City, Utah	Impact Fee Analysis	Water	2015
Midvale City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2015
Millville, Utah	Impact Fee Analysis	City-Wide	2015
Morgan County, Utah	Impact Fee Education Work Session	General	2015



Client	Project Category	Type	Year
Mountainland Association of Government	Unified Transportation Plan	Transportation	2015
Ogden City, Utah	Utility CFSP Update	Water, Sewer, Storm, Refuse	2015
Ogden School District, Utah	Comprehensive Facilities Plan		2015
Orem City, Utah	Impact Fee Analysis	Annexation Area	2015
Pleasant Grove, Utah	Impact Fee Analysis	Transportation	2015
South Davis Metro Fire	Cost of Service Analysis for Paramedic Services	Fire	2015
South Willard Water Company	Impact Fee Analysis	Water	2015
St. George City, Utah	Impact Fee Surveillance	City-Wide	2015
Tooele City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2015
Wasatch County, Utah	JSPA Capital Facilities Plan and Prioritization		2015
West Point, Utah	Impact Fee Analysis	Transportation	2015
Wolf Creek Water & Sewer Improvement District	Impact Fee Analysis	Water	2015