

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
TISCHLERBISE, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of December 3, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and TischlerBise, Inc., a(n) Washington, D.C. corporation (the "Consultant").

RECITALS

- A. Pursuant to Section 7.1 of the Town's Procurement Policy and Section 3-3-26 of the Town Code, the Town may directly select certain consultants for professional and technical services.
- B. The Consultant possesses the specific skill and experience required to perform a development fee study for the Town.
- C. The Town desires to enter into an Agreement with the Consultant to perform the Services, more particularly set forth in Section 2 below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 3, 2019 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up one successive one-year term (the "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and the Renewal Term are collectively referred to

herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Consultant shall provide the Services as set forth in the Proposal attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Town shall pay the Consultant an aggregate amount not to exceed \$49,920.00 at the rates set forth in the Proposal and included in Exhibit A.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. This Agreement must be referenced on all invoices.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, breach of contract, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has 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 Consultant 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, 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 Town, 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 the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town 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 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 Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant 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 Town. Consultant 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, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance 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. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies 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 policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days

prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, 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 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) 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.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant 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, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form 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 Town, its agents, representatives, officers, officials 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. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant'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 Town, 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. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant'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.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice

by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Consultant fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current

expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Consultant shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements as agreed in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not

affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
4711 East Falcon Drive, Suite 111
Mesa, Arizona 85215
Attn: Aaron D. Armon, Town Attorney

If to Consultant: TischlerBise, Inc.
4701 Sangamore Road, Suite S240,
Bethesda, Maryland 20816
Attn: L. Carson Bise

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or

employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any Town-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

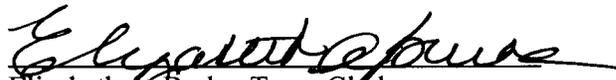
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

CR
12/6/18


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

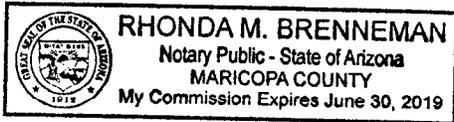
APPROVED AS TO FORM:

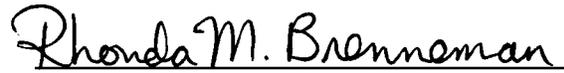

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 11, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

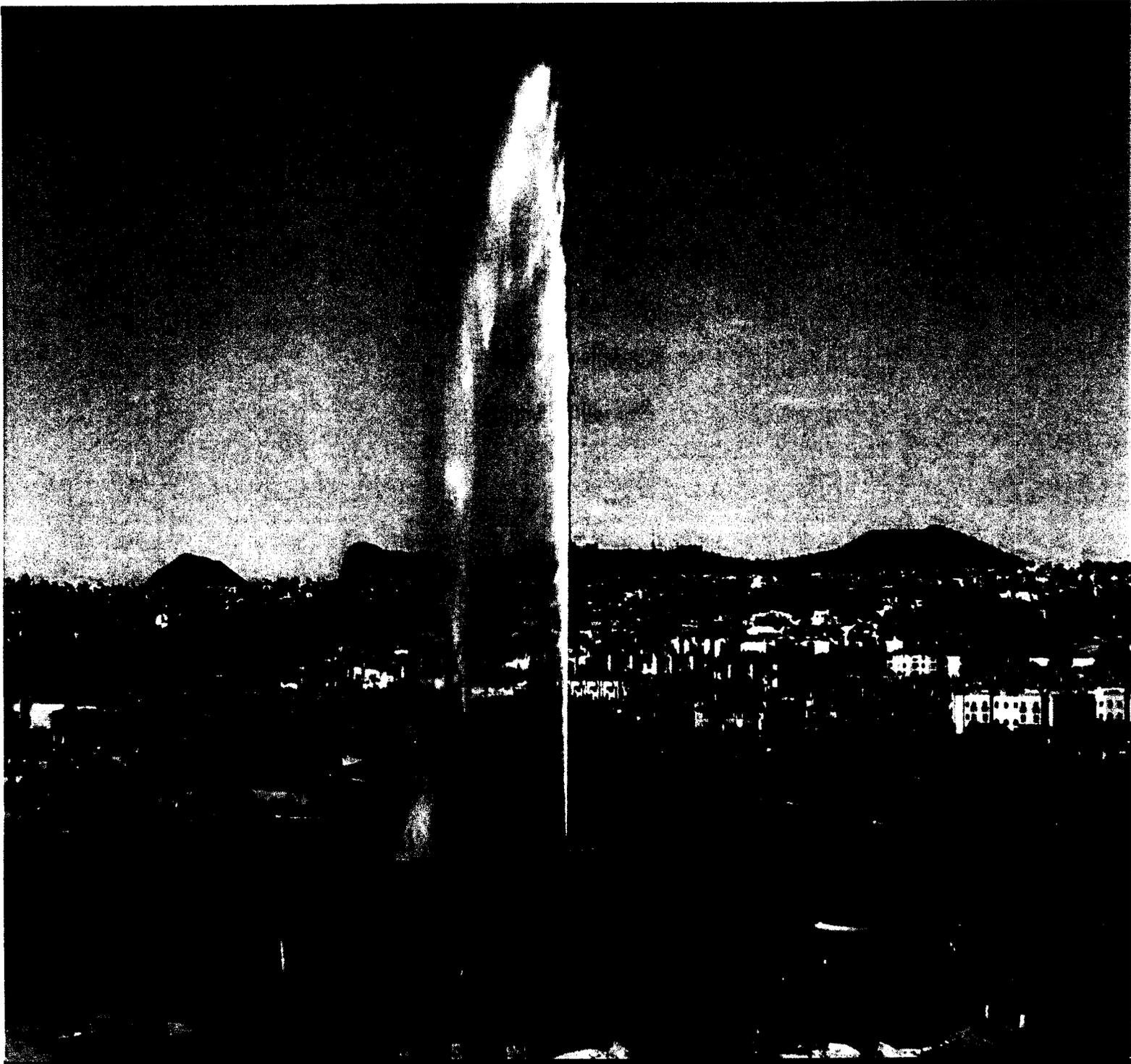
(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
TISCHLERBISE, INC.

[Consultant's Proposal]

See following pages.



PROPOSAL FOR A DEVELOPMENT FEE STUDY

Prepared for:
Town of Fountain Hills, Arizona | November 5, 2018



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SECTION A: LETTER OF INTEREST

Craig Rudolph, Finance Director
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

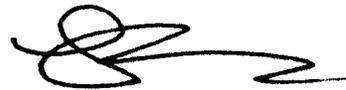
Dear Craig:

TischlerBise is pleased to submit the enclosed proposal to prepare Land Use Assumptions, Infrastructure Improvements Plan and Development Fee Study for the Town of Fountain Hills. We bring several distinct advantages to this assignment:

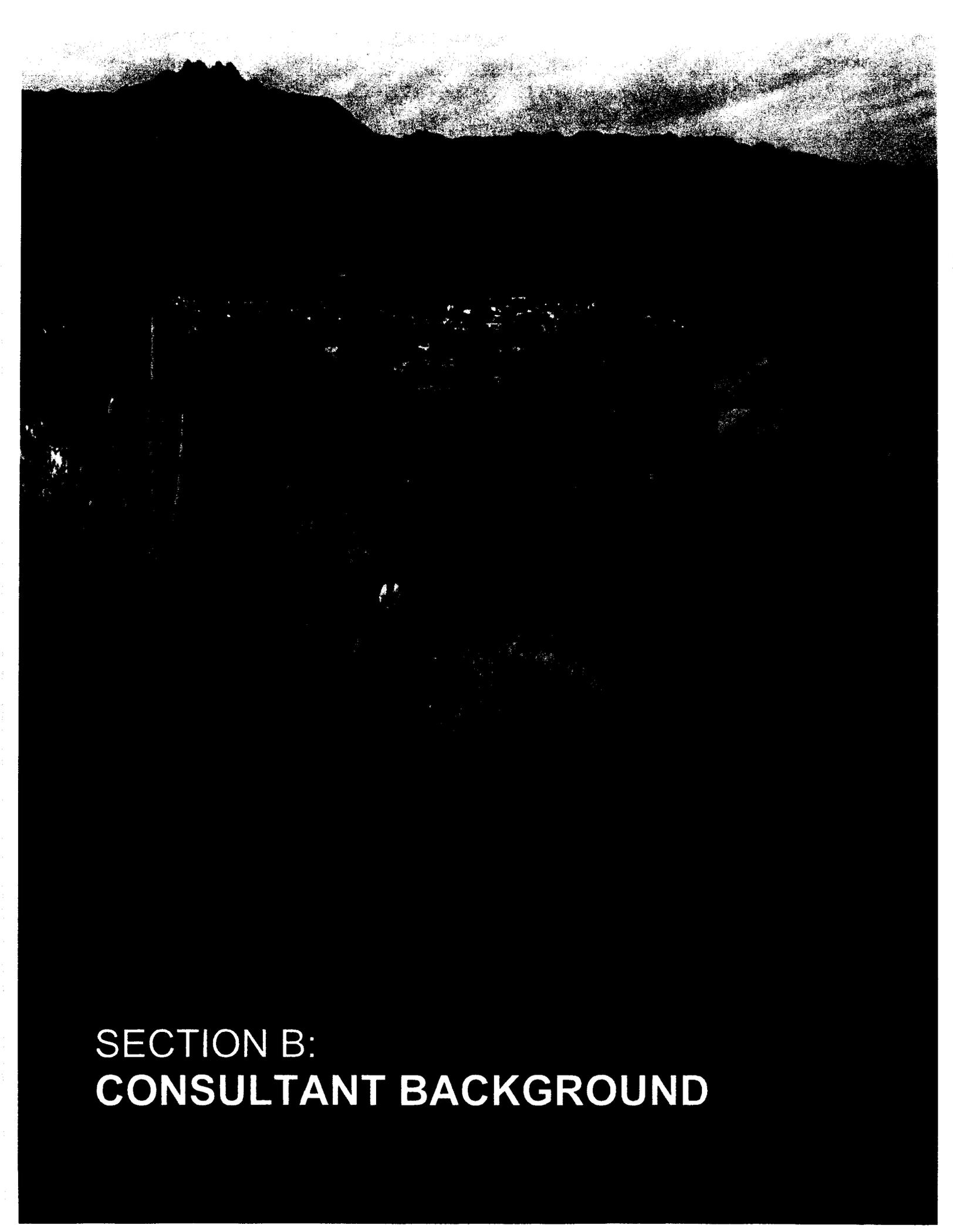
- 1. No other firm has the depth of experience that TischlerBise brings to this assignment.** The Town will benefit from our staff's experience in identifying funding gaps and creating new revenue programs for hundreds of local government agencies across the country. **We have prepared over 900 development fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, development fees by size of housing unit, and distance-related/tiered development fees. More importantly, a TischlerBise development fee methodology has never been challenged in a court of law.
- 2. National Thought Leaders.** All three of our Project Team members for this assignment are considered national thought leaders on the subjects of development fees, infrastructure financing strategies, fiscal/economic sustainability, and growth management. Carson Bise, AICP, recently Chaired the American Planning Association's Paying for Growth Task Force and was recently named an Affiliate of the National Center for Smart Growth Research & Education. Mr. Bise also serves on the Board of Directors for the Growth and Infrastructure Consortium, where he is a frequent presenter at the annual conference. Both Mr. Bise and Ms. Herlands are frequent speakers on development fees and infrastructure financing at the state and national level for the American Planning Association, National Association of Homebuilders, Urban Land Institute, and the Government Finance Officers Association.
- 3. Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of development fee calculations as well as the pros and cons of development fees, particularly the economic effect of implementation. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban and rural communities across country.
- 4. Arizona Experience.** TischlerBise has prepared more development fees in the State of Arizona than any other firm. This includes two previous engagements with the Town of Fountain Hills. We also worked with the Arizona League of Cities and Towns in analyzing and suggesting amendments to SB 1525 which has dramatically changed Arizona's development fee enabling legislation.
- 5. 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 clients.

As President of the firm, I have the authority to contractually bind the firm. We look forward to the possibility of working again with the Town of Fountain Hills and are committed to providing you with top-quality support at a very competitive price. This proposal shall remain valid for 120 days.

Sincerely,



L. Carson Bise II, AICP, President
TischlerBise
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: 301-320-6900
Email: carson@tischlerbise.com



SECTION B:
CONSULTANT BACKGROUND

SECTION B: CONSULTANT BACKGROUND

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Sandpoint, Idaho. Resources from both our Bethesda and Sandpoint office will be used for this assignment.

The firm's legal address is:

Principal Office

L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f)
carson@tischlerbise.com

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, development fees, user fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for over forty years. In this time, we have prepared over **700 fiscal/economic impact evaluations and over 900 development fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

TischlerBise has been the national leader in advancing the state of the practice as it relates to development fee calculations. For example, TischlerBise has developed unique methodologies for calculating

“progressive” demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer’s formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique development fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones.

TischlerBise Arizona Experience

TischlerBise has unsurpassed experience preparing development fees and infrastructure improvements plans in the State of Arizona, particularly under Arizona’s new development fee legislation, SB 1525. We have completed or are currently engaged with the following Arizona communities to conduct **SB 1525-related updates and analyses since 2012:**

- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Cave Creek
- Coolidge
- Eloy
- Flagstaff
- Florence
- Gilbert
- Goodyear
- Maricopa
- Payson
- Pinetop-Lakeside
- Queen Creek
- San Luis
- Safford
- Sedona
- Show Low
- Sierra Vista
- Somerton
- Surprise
- Tucson
- Yuma

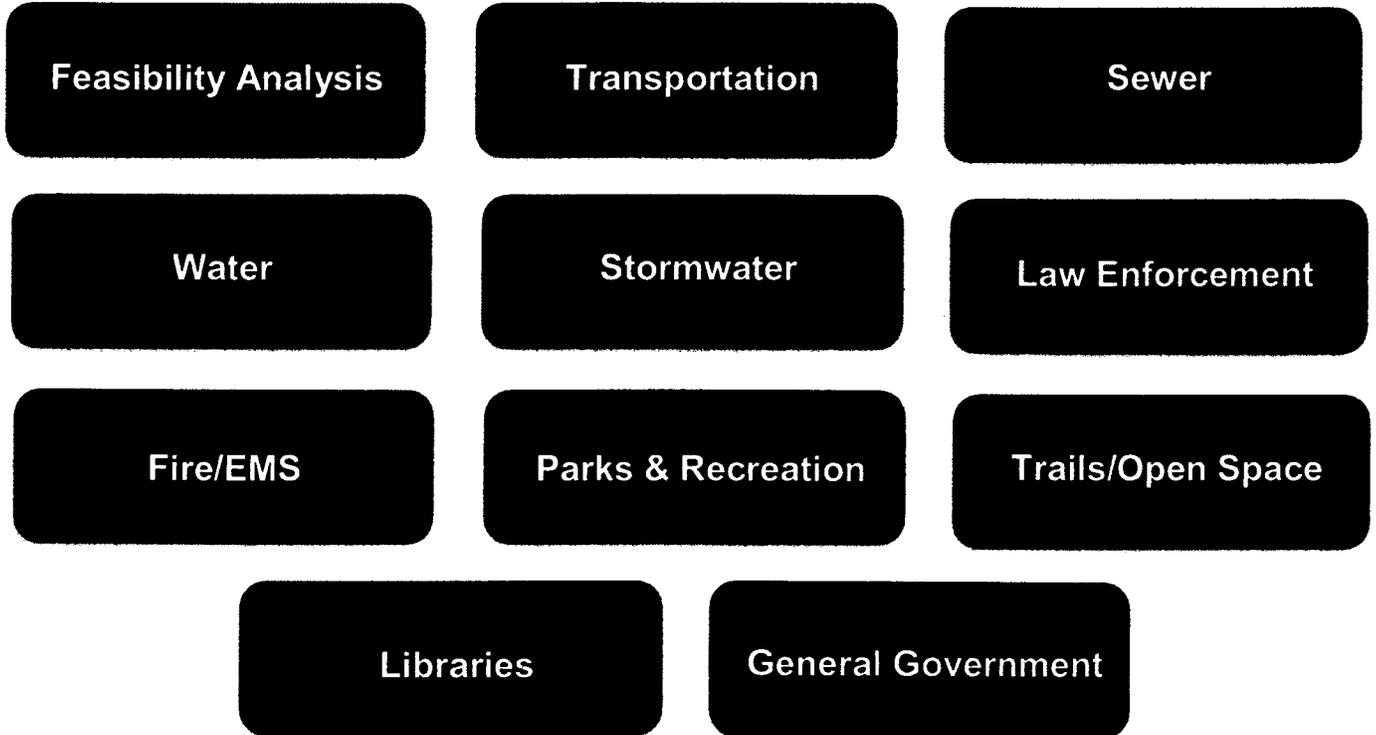
TischlerBise National Experience

TischlerBise is the national leader in advancing the “state of the practice.” For example, TischlerBise pioneered development fees by housing size and/or bedroom count, tiered transportation fee schedules, techniques for mitigating high fees for nonresidential development, and integrating transportation development fees as part of an overall funding strategy. While every community is unique, this national experience provides invaluable perspective for our clients. A summary of our national development fee experience is shown below.

- Apache County, AZ
- Apache Junction, AZ
- Avondale, AZ
- Buckeye, AZ
- Bullhead City, AZ
- Camp Verde, AZ
- Carefree, AZ
- Casa Grande, AZ
- Cave Creek, AZ
- Coolidge, AZ
- Dewey-Humboldt, AZ
- El Mirage, AZ
- Elroy, AZ
- Flagstaff, AZ
- Florence, AZ
- Gilbert, AZ
- Glendale, AZ
- Goodyear, AZ
- Holbrook, AZ
- Lake Havasu City, AZ
- Maricopa, AZ
- Navajo County, AZ
- Peoria, AZ
- Phoenix, AZ
- Pinal County, AZ
- Pinetop-Lakeside, AZ
- Prescott, AZ
- Queen Creek, AZ
- Safford, AZ
- San Luis, AZ
- Scottsdale, AZ
- Sedona, AZ
- Show Low, AZ
- Sierra Vista, AZ
- Somerton, AZ
- Springerville, AZ
- Surprise, AZ
- Taylor, AZ
- Tolleson, AZ
- Tucson, AZ
- Wellton, AZ
- Yuma, AZ
- Avenal, CA
- Banning, CA
- Butte County, CA
- Chino Hills, CA
- Clovis, CA
- Corcoran, CA
- El Centro, CA
- Grass Valley, CA
- Half Moon Bay, CA
- Hemet, CA
- Imperial County, CA
- Lemoore, CA
- Mammoth Lakes, CA
- Maywood, CA
- National City, CA
- Rancho Cucamonga, CA
- Suisun City, CA
- Temecula, CA
- Tulare, CA
- Visalia, CA
- Adams County, CO
- Arapahoe County, CO
- Berthoud Fire District, CO
- Boulder, CO
- Castle Pines, Co
- Castle Rock, CO
- Colorado Springs, CO
- Eaton, CO

- Erie, CO
- Evans, CO
- Durango, CO
- Fort Collins, CO
- Garfield, CO
- Greeley, CO
- Johnstown, CO
- Larimer County, CO
- Lone Tree, CO
- Longmont, CO
- Louisville, CO
- Mead, CO
- Montezuma County, CO
- Parker, CO
- Pitkin, CO
- Pueblo, CO
- Thornton, CO
- Vail, CO
- Manatee County, FL
- Manatee County Schools, FL
- Miami, FL
- Miami, FL
- Naples, FL
- North Miami, FL
- Orange County, FL
- Parkland, FL
- Pasco Co. School Board, FL
- Port St. Lucie, FL
- Punta Gorda, FL
- South Miami, FL
- Seminole Co. Schools, FL
- Stuart, FL
- West Miami, FL
- Effingham County, GA
- Gordon County, GA
- Henry County, GA
- Roswell, GA
- Hailey, ID
- Hayden, ID
- Post Falls, ID
- Sandpoint, ID
- Shoshone Co. Fire Dept., ID
- Victor, ID
- Covington, LA
- Carroll County, MD
- Charles County, MD
- Cecil County, MD
- Dorchester County, MD
- Easton, MD
- Frederick, MD
- Frederick County, MD
- Hagerstown, MD
- Hampstead, MD
- Belgrade, MT
- Bozeman, MT
- Flathead County, MT
- Florence School District, MT
- Gallatin Co. Fire Districts, MT
- Orange County, NC
- Pasquotank, NC
- Minot, ND
- Las Cruces, NM
- North Las Vegas, NV
- Nye County, NV
- Washoe County, NV
- Delaware, OH
- Lebanon, OH
- Pickerington, OH
- Sunbury, OH
- East Greenwich, RI
- Middletown, RI
- Mapleton, UT
- North Logan, UT
- Pleasant Grove, UT
- Sandy City, UT
- Spanish Fork, UT
- West Jordan, UT
- Stafford County, VA
- Suffolk, VA
- Jefferson County, WY
- Casper, WY
- Cheyenne, WY

TischlerBise Areas of Development Fee Expertise

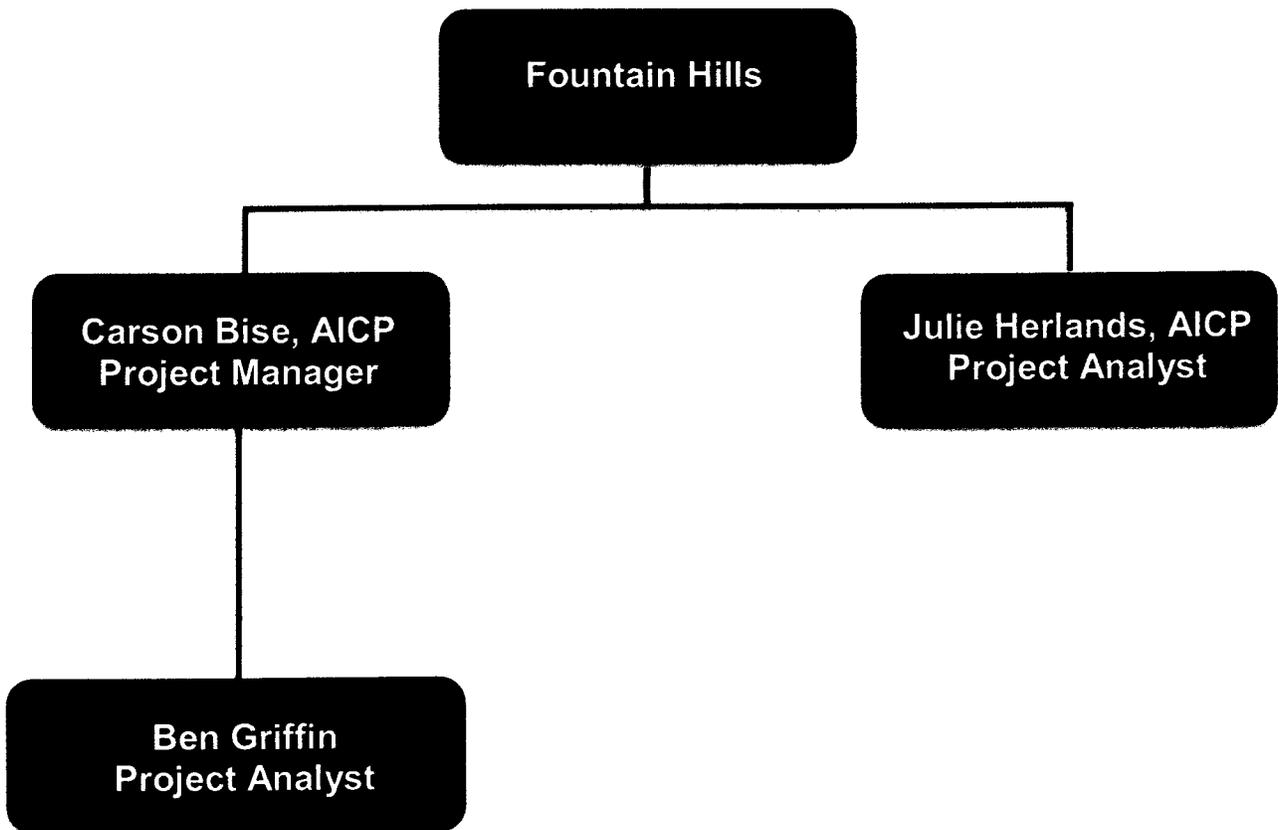


Project Team Staff Qualifications

To successfully navigate through the Town's development fee study, the successful consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the development fee structure in achieving the Town's land use, transportation, and economic development policy goals. **Our Project Team for this assignment includes our most senior and experienced development fee professionals.** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve Fountain Hills. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team for this assignment. *It is important to note that all three TischlerBise Project Team members are full-time*

TischlerBise employees. We do not "pad" our Project Team with retired principals (e.g., Chairman Emeritus) or individuals who head another division of the firm (e.g., zoning codes), and will have no direct project involvement.

TischlerBise Project Organization



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our Project Team's interaction with the Town to ensure that all work is completed properly, on time, and within budget. He will work closely with Julie Herlands and Ben Griffin, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Julie Herlands, AICP, is Vice President of TischlerBise, and will serve as a Project Analyst for this assignment because of her substantial experience preparing development fees and financing strategies. Ms. Herlands will assist with controlling the work in progress and will assist with the technical requirements of the project. Most importantly, Ms. Herlands, in conjunction with Mr. Bise, will ensure constant collaboration and communication between Town staff and our team through frequent progress

memorandums, conference calls, and in-person meetings.

Ben Griffin, Senior Fiscal/Economic Analyst, is an accomplished development fee Project Manager in his own right, will provide analytical support to the development fee study. Mr. Griffin has been with TischlerBise for five years and has assisted or managed development fee studies in Avondale, Sedona, Casa Grande, Buckeye, Tempe and Salt River Pima-Maricopa Indian Community.

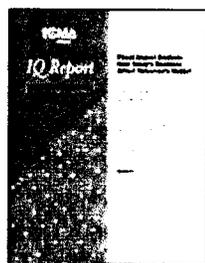
Project Team Resumes

L. Carson Bise, AICP, President

Experience

Carson Bise has 28 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 37 states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications which Mr. Bise 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 development fees, having completed over 250 development fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both 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 Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force**. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.



Selected Impact Fee Experience

- Daphne, Alabama – *Impact Fee Study*
- Foley, Alabama – *Impact Fee Study*
- Gulf Shores, Alabama – *Impact Fee Study*
- Orange Beach, Alabama – *Impact Fee Study*
- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Camp Verde, Arizona – *Development Fee Study*
- Coolidge, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Eloy, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Florence, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Gilbert, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Maricopa, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Maricopa County, Arizona – *Development Fee Study*
- Payson, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinetop-Lakeside, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Safford, Arizona – *Utility Capacity Charge Study*
- Show Low, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Somerton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Surprise, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Tucson, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Siloam Springs, Arkansas – *Impact Fee Study*
- Avenal, California – *Development Fee Study*
- Corcoran, California – *Development Fee Study*
- Banning, California – *Development Fee Study*
- National City, California – *Development Fee Study*
- Mammoth Lakes, California – *Development Fee Study*
- Rancho Cucamonga, California – *Development Fee Study*
- Suisun City, California – *Development Fee Study*
- Temecula, California – *Development Fee Study*
- Tulare, California – *Development Fee Study*
- Adams County, Colorado – *Transportation Impact Study*
- Arapahoe County, Colorado – *Rural Road Funding Strategy and Rural Road Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Evans, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- North Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Punta Gorda, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Calvert County, Maryland – *Impact Fee Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Hampstead, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*
- Spanish Fork, Utah – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*

Speaking Engagements

- 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
- 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 Impact Modeling: A Tool for Local Government Decision Making, International City/County Management 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
- Impact Fee Basics, National Impact Fee Roundtable
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable
- Are Subsidies Worth It?, American Planning Association National Conference

Publications

- "Next Generation Transportation Impact Fees," American Planning Association.
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities," ICMA Getting Smart! Newsletter.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (American Planning Association)

Julie Herlands, AICP, Principal

Experience

Julie Herlands is a Principal with TischlerBise and has fifteen years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia, for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC), Advisory Services and Research Department. Her economic and fiscal impact experience includes a wide-range of assignments in over fifteen states. 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 entitled Fiscal Impact Assessment at the APA National Planning Conference. A 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*. She is the immediate past Chair of the Economic Development Division of the APA and **chaired the APA Task Force on Planning and Economic Development.**

Selected Impact Fee & Infrastructure Finance Experience

- **Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study***
- **Apache Junction Water Company – *Capacity Charge Study***
- **Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study***
- **Surprise, Arizona – *Land Use Assumptions, IIP and Development Fee Study***
- **Tempe, Arizona – *Land Use Assumptions, IIP and Development Fee Study***
- **Wellton, Arizona – *Land Use Assumptions, IIP and Development Fee Study***
- **Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study***
- Boulder, Colorado – *Impact Fee Study*
- Durango – *Affordable Housing and Transit Linkage Fee*
- Evans – *Impact Fee Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Plant City, Florida – *Impact Fee Study*
- Port St. Lucie, Florida – *Impact Fee Study*
- Stuart, Florida – *Impact Fee Study*
- Kellogg, Idaho – *Impact Fee Study*
- Post Falls, Idaho – *Impact Fee Study*
- Shoshone Fire District, Idaho – *Impact Fee Study*
- 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*

- Salisbury, Maryland – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- North Las Vegas – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Abbeville County, South Carolina – *Infrastructure Financing Study*
- Beaufort County, South Carolina – *Infrastructure Financing 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*

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
- 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
- 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, 2005, 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)

Benjamin Griffin, Senior Fiscal/Economic Analyst Experience

Benjamin Griffin is the Senior Fiscal and Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked for the New Orleans Business Alliance (NOLABA) — the non-profit agency tasked with leading economic development initiatives for the City of New Orleans. Mr. Griffin also worked for the Jefferson Parish Planning Department where he gained experience in the short-range planning division. Since joining TischlerBise, Mr. Griffin has worked on fiscal analyses, market analyses, capital improvement plans, development impact fees, and revenue strategies for local governments in sixteen states.

Selected Impact Fee & Infrastructure Finance Experience

- **Avondale, Arizona – Land Use Assumptions, IIP and Development Fee Study**
- **Buckeye, Arizona – Land Use Assumptions, IIP and Development Impact Fee Study**
- **Casa Grande, Arizona – Land Use Assumptions, IIP and Development Fee Study**
- **Pinal County, Arizona – Land Use Assumptions, IIP and Development Impact Fee Study**
- **Maricopa, Arizona – Land Use Assumptions, IIP and Transportation Impact Fee Review**
- **Sedona, Arizona – Land Use Assumptions, IIP and Development Fee Study**

- **SRPMIC, Arizona – Land Use Assumptions, IIP and Development Fee Study**
- **Sedona, Arizona – Land Use Assumptions, IIP and Development Fee Study**
- **San Luis, Arizona – Land Use Assumptions, IIP and Development Impact Fee Study**
- **Sedona, Arizona – Land Use Assumptions, IIP and Development Fee Study**
- **Somerton, Arizona – Land Use Assumptions, IIP and Development Impact Fee Study**
- **Yuma, Arizona – Land Use Assumptions, IIP and Development Impact Fee Study**
- **Lemoore, California – Impact Fee Study**
- **Mammoth Lakes, California – Impact Fee Study**
- **Suisun City, California – Impact Fee Study**
- **Tulare, California – Impact Fee Study**
- **Durango, Colorado – Multimodal Impact Fee and Housing Linkage Fee Study**
- **Fort Collins, Colorado – Impact Fee Study**
- **Lone Tree – Impact Fee Study**
- **Louisville, Colorado – Impact Fee Study**
- **Mead, Colorado – Impact Fee Study**
- **Thornton, Colorado – Impact Fee Study**
- **Manatee County, Florida – Impact Fee Study**
- **Manatee County School District, Florida – School Impact Fee Study**
- **Covington, Louisiana – Impact Fee Study**
- **Middletown, Rhode Island – Impact Fee Study**
- **West Jordan, Utah – Impact Fee Study**
- **Jefferson County, West Virginia—Impact Fee Study**

Education

M.A., Urban and Regional Planning, University of New Orleans
B.B.A., Finance, University of Mississippi



**SECTION C:
DESCRIPTION OF SIMILIAR
PROJECTS**

SECTION C: SIMILAR PROJECTS

Description of similar projects are discussed below.

City of Glendale, Arizona – Land Use Assumptions, IIP and Development Fee Study

Project Contact: Jean Moreno, Executive Officer,
Special Projects and Initiatives

Phone: (623) 930-2973

E-mail: JMoreno@glendaleaz.com

TischlerBise Staff: Carson Bise, AICP, Julie Herlands,
AICP, and Benjamin Griffin

Following upon our 2012 assignment, TischlerBise was retained to update our previous SB1525 compliant IIP and Development Fee Study. This study includes an update to parks and recreation, library, police, fire, water, wastewater and transportation development fees (this is the fifth time the City has engaged TischlerBise). The scope of this work effort included developing land use assumptions for the service areas where development fees were to be assessed, determining eligible infrastructure projects under the new definition of "necessary public services," and calculating Infrastructure Improvement Plans. As part of this update, TischlerBise is examining the feasibility of implementing a tiered transportation development fee structure that is designed to encourage development in the downtown area, yet still make the City competitive for economic development opportunities in the West Service Area.

City of Avondale, Arizona – Land Use Assumptions, IIP and Development Fee Study

Project Contact: David Vaca, CIP Coordinator

Phone: (623) 333-1000

E-mail: dvaca@avondale.org

TischlerBise Staff: Carson Bise, AICP, Ben Griffin and
Julie Herlands, AICP

The City of Avondale contracted with TischlerBise midway through their SB1525 compliance fee study in 2013 after parting ways with their contracted consulting firm midway through the process. Since TischlerBise has substantial staff devoted to its development fee practice, we were able to immediately bring the necessary resources to bear in order to salvage the work effort and successfully complete the assignment to meet the City's deadline. This study included preparing Infrastructure

Improvements Plan and associated development fees for the following necessary public services: General Government, Library, Parks and Recreational, Fire, Police, Streets, Water and Wastewater. We are currently preparing an update to the original IIP and Development Fee Study.

City of Tempe, Arizona – Land Use Assumptions, IIP and Development Fee Study

Project Contact: Julie Hietter, Public Works Manager
Phone: (480) 350-8371

E-mail: julie_hietter@tempe.gov

TischlerBise Staff: Carson Bise, AICP, and Benjamin
Griffin

The City of Tempe hired TischlerBise in 2013 to prepare SB1525 compliant Land Use Assumptions, Infrastructure Improvements Plan and Development Fee Study for Police, Libraries, Streets, Fire and Parks. As part of this effort, TischlerBise prepared several iterations of the fees (e.g., plan-based versus incremental expansion) for the City's consideration. A primary consideration as part of this assignment was the City's ability to fund the operating expenses associated with various planned facilities. TischlerBise also prepared the residential fees using a progressive fee structure (e.g., fees vary by size of house), which helps with housing equity and affordability issues. TischlerBise was recently retained to update the Streets fees as well as redo the existing Water and Wastewater development fees. The current update is an ongoing assignment.

Town of Florence, Arizona – Land Use Assumptions, IIP and Development Fee Study (2018)

Project Contact: Lisa Garcia, Assistant City Manager
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TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained by the Town of Florence to review and update their Land Use Assumptions, IIP and Development Fee Study for fire/rescue, parks, trails, water, sewer and transportation. As part of this update, TischlerBise recommended a reduction in the number of service areas to make administration of the fee program easier for the Town, while still complying with SB1525.

City of Buckeye, Arizona – Land Use Assumptions, IIP and Development Fee Study

Project Contact: George Flores, Development Services Director

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E-mail: gflores@buckeyeaz.gov

TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

TischlerBise is completing an update to the City's SB1525 compliant development fees we completed in 2013. This study includes an update to parks and recreation, library, street, police, fire, water, and wastewater development fees. Due to Buckeye's acquisition of Global Water, and the complexity of existing development agreements related to this acquisition, Buckeye accelerated its update process. To account for development agreements related to water and wastewater service throughout Buckeye, which often vary within individual Community Master Plan Areas and 208 Areas, TischlerBise and Buckeye staff are designing a GIS-based development fee schedule to accurately assess fees at the parcel level. Buckeye's current (four) water and wastewater service areas are projected to increase to approximately ten to twenty service areas for each type of infrastructure – Buckeye's water and wastewater development agreements do not usually have similar geographic boundaries. The current update is an ongoing assignment.

Town of Vail, Colorado – Multi-Modal Transportation Impact Fee Study (2009 and 2017)

Project Contact: Tom Kassmel, P.E., Town Engineer
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E-mail: tkassmel@vailgov.com

TischlerBise Staff: Carson Bise, AICP

TischlerBise recently completed an assignment for the Town of Vail, Colorado to prepare a transportation impact fee that includes unique multi-modal improvements. Natural containment of the urbanized area by the surrounding mountains has helped Vail become an attractive resort community with a walkable urban core area. In recognition of this development pattern, proposed impact fees are lower in the core area. Fee amounts are based on planned improvements such as a shared parking structure with integrated transit centers and complete-street concepts (i.e., pedestrian, bike, and bus facilities).

Town of Erie, Colorado – Impact Fee Study (2004 and 2016)

Project Contact: Steve Felten, Finance Director

Phone: (303) 926-2751

E-mail: sfelten@erieco.gov

TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained to review and update the Town of Erie's impact fee program, which pre-dated the passing of SB15. This update included parks/recreation, transportation, police, general government, and storm drainage. For the Town's and stakeholder's consideration, we prepared iterations of the residential impact fees using progressive residential multipliers (e.g., by size of house) and with the traditional "one size fits all" approach (e.g., single family, multifamily). We also consolidated the nonresidential impact fee schedule to make implementation easier, as well as assist with economic development effort. As part of the public participation process, TischlerBise conducted extensive worksessions with the Board of Trustees on various fee options (e.g., plan-based versus incremental expansion for transportation).

City of Longmont, Colorado – Impact Fee Study (2015)

Project Contact: Joni Marsh, Planning and Development Services Director

Phone: (303) 774-4398

E-mail: joni.marsh@ci.longmont.co.us

TischlerBise Staff: Carson Bise, AICP and Ben Griffin

TischlerBise was retained to review and update the City of Longmont's impact fee program. Three fee categories were included—Recreation, Public Buildings, and Transportation. This assignment included updating capital improvement plans and calculating impact fees for each fee category. The Recreation fee evaluated both a plan-based approach and consumption-based approach in order to gauge the magnitude of City General Fund exposure/commitment. The Transportation fee includes both capacity and multimodal improvements. A unique aspect of the transportation impact fee was the two-tiered structure to encourage redevelopment in the downtown core. Urban areas like downtown Longmont have distinct demographic profiles and physical traits that reduce vehicle trips, such as higher internal capture, design characteristics that promote walking and biking, and superior transit service.



**SECTION D:
PROJECT APPROACH AND
SCOPE**

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Project Approach

Development fees are 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, and (4) 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 development fees involves the following two steps:

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

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and 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 development fees for Fountain Hills. Each method has advantages and disadvantages given 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 development 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 development fees and how those methods can be applied.

Plan-Based Method - 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 CIP. 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 Method - 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 fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized wastewater treatment plant.

Incremental Expansion Method - 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. 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 development 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 methodology for each component of a development fee category will be dependent on which is most beneficial for the Town. In some cases, we will prepare the development fee using several methodologies and will discuss the various trade-offs with the Town. There will likely be policy and revenue tradeoffs. We recognize that "one size does *not* fit all" and we create the optimum format that best achieves our clients' goals.

Lending a Sense of Market Reality to the Development Projections. Projecting future residential and nonresidential development is more difficult now than in the past due to shifting trends in the housing and retail markets as a result of changing demographics and lifestyle choices. **TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the development fee calculations.** These projections include both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase the Town's financial exposure if development fee revenue is less than expected.

Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for development fees, based the State's enabling legislation (SB1525), as well as national case law. The development fees categories are assumed to include library, parks and recreation, police, and streets.

Task 1: Project Initiation/Data Acquisition

During this task, we will meet with Town staff to establish lines of communication, review and discuss project goals and expectations related to the project, request data and documentation related to new proposed development, identify relevant policy objectives and discuss staff's role in the project.

Meetings:

One (1) on-site visit to meet with Town staff as appropriate.

Deliverables:

Data request memorandum (prepared in advance of meeting).

Task 2: Prepare Land Use Assumptions

TischlerBise will review and update annual projections of population, employment, housing, commercial, industrial and other nonresidential square footage data for at least ten (10) years. This will be based on discussions with Town staff, review of recent development activity, approved development plans and review of published information from the Maricopa Association of Governments, and other relevant data sources. The Consultant will prepare a memorandum discussing the recommended land use projections (Land Use Assumptions Document) that will serve as the basis for the IIP and development fee schedule, including any relevant service areas. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for a specific service area. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings:

Discussions with the Development Services Department will be held as part of Task 1.

Deliverables:

TischlerBise will prepare a draft technical memorandum discussing the recommended Land Use Assumptions. After review and sign-off by the Town, a final memorandum will be issued, which will become part of the final IIP and Development Fee Report.

Task 3: Ascertain Demand Factors and Levels-of-Service for "Necessary Public Services"

Communities in Arizona may assess development fees for "necessary public services" which have a useful life of more than three years and that are owned and operated on behalf of the Town and within the incorporated boundary. There are several important subtasks that are outlined below:

- **Proportionate Share** – Determine the proportionate share of the cost of "necessary public services," based on service units needed to provide such services to new development.

- **Determine Existing Levels-of-Service** – The costs for the “necessary public services” required to serve new development are based on the same level-of-service being provided to existing development in the service area. We will determine the existing level-of-service by conducting onsite interviews, evaluating the appropriate studies, and analyzing relevant local data. These onsite interviews will also include discussions about and defining of the infrastructure components to be included in the IIP and development fees.
- **Determine Service Areas** – Specify the area(s) within the Town’s boundaries in which development will be served by the “necessary public services” or facility expansions and that a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the IIP.

The above subtasks will enable us to ensure that three important development fee requirements are met, collectively referred to as rational nexus requirements: demonstration of impact, benefit, and proportionality.

Meetings:

Two (2) meetings with Town staff to discuss capital facility needs and levels-of-service.

Deliverables:

Technical Memorandum Discussing Recommended Service Areas by Fee Category.

Task 4: Identify Capital Needs and Costs

This task will determine the relevant capital needs and costs due to growth.

- **Long-Range Capital Need** – TischlerBise will focus on relevant documents such as relevant master plans, relevant development agreements, the current Capital Improvements Plan, and other mapping and data that is available. Discussions will aim not only to understand the specific costs, but also to assess the size and scope of projects and whether capital facility needs are due to normal replacement, catch-up, or new demand.

- **Service Units** – TischlerBise will define the standardized measures of consumption, use, or generation attributable to an individual unit of development for each category of “necessary public services” or facility expansions.
- **Review Cost Estimates** – TischlerBise will review the costs of infrastructure improvements, real property, financing, engineering, and architectural services associated with the “necessary public services” to be included in the IIP and development fees.
- **Financing Costs** – TischlerBise will identify projected interest charges and other financial costs which are to be used for repayment of principal and interest of debt used to finance construction of “necessary public services” identified in the IIP.
- **Identify Ineligible Costs** – TischlerBise will identify costs that are not eligible for inclusion in the IIP and development fees. Ineligible costs include projects not included in the IIP; repair, maintenance, or operation of existing facilities; projects which serve existing development in order to meet stricter regulatory requirements; projects which provide a higher level-of-service to existing development; and administrative, maintenance, and operating costs.

As part of calculating the fee, costs for infrastructure improvements, real property, financing, engineering, and architectural services will be considered. TischlerBise will consider all of these components in developing an equitable allocation of costs.

Meetings:

Two (2) meetings with Town staff.

Deliverables:

See Task 5

Task 5: Discuss Preliminary Methodologies and Policy Options

The requirement that development fees be based on an IIP does not equate to a requirement that only the plan-based methodology can be used in the calculations. The IIP can reflect the past capacity investments in infrastructure that will be repaid by new development with development fee revenue. Likewise, the Town can plan to provide new development the same level-of-service being currently provided to existing development.

TischlerBise will evaluate different allocation methodologies for each IIP and development fee component to determine which methodology is the most appropriate measure of the demand created by new development. As discussed under the Project Approach, these methodologies include the cost recovery, incremental expansion and plan-based approaches.

This comprehensive approach and consideration of alternative methodologies will allow maximization of the development fees. TischlerBise to prepare draft levels-of-service tables and methodology recommendations for each infrastructure category and component. We will discuss this information with Town staff to ensure understanding and acceptance. Policy alternatives will be discussed as appropriate. This should help ensure "sign-off" and prevent time delays in finalizing the analysis.

Meetings:

One (1) meeting with Town staff and Town Council (if desired) to discuss and explain the preliminary findings, assumptions, and results.

Deliverables:

TischlerBise will prepare a "story board" for staff review and comment detailing proposed levels-of-service, cost estimates, service areas, credits and recommended calculation methodologies.

Task 6: Prepare Draft and Final Land Use Assumptions and Infrastructure Improvements Plan (IIP)

In this task, TischlerBise's qualified professionals will prepare an IIP using generally accepted engineering and planning practices for each "necessary public service" for which a development fee can be assessed. Development of the IIP will include the following subtasks:

- **Reserve Capacity** – The IIP will identify infrastructure capacity to be reserved to serve future development.
- **Description of Existing Necessary Public Services in the Service Area(s)** – The IIP will include a description of the existing "necessary public services" in the service area(s) and the costs to upgrade, update, improve, expand, correct, or replace those services to meet existing needs and usage and stricter safety, efficiency, environmental, and regulatory standards.
- **Analysis of Total Capacity** - The IIP will identify the current usage and commitments for usage of capacity of the existing "necessary public services."
- **Description of "Necessary Public Services" Attributable to New Development** – The IIP will describe all parts of the "necessary public services" of facility expansions and their costs necessitated by and attributable to development in the service area(s) based on the approved land use assumptions. Cost forecasts will include the costs of infrastructure improvements, real property, financing, engineering, and architectural services.
- **Equivalency/Conversion Table** – The IIP will include a table establishing the specific level or quantity of use, consumption, or generation of a service unit for each category of "necessary public services" or facility expansions. The table will include the ratio of a service unit to various types of residential, commercial, and industrial land uses.
- **Projected Service Units** – The IIP will include the total number of projected service units necessitated by and attributable to new development in the service area(s), based on the approved land use assumptions.
- **Projected Demand for Necessary Public Services** – The IIP will include a ten-year projection of the demand for "necessary public services" or facility expansions required by new service units.

- **Forecast of Non-Development Fee Revenues from New Service Units** – The IIP will forecast revenues other than development fees generated by new service units, such as state-shared revenue, highway user 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. This subtask will include a plan to include these contributions in determining the extent of the burden created by new development.

These subtasks will result in a written plan that identifies each “necessary public service” or facility expansion that is to be the subject of a development fee and complies with the requirements of State law.

Meetings:

One (1) meeting with Town staff to discuss the Draft Report. Two (2) presentations/worksessions with the Town Council to present and discuss Land Use Assumptions, and Infrastructure Improvements Plan as part of the legislatively required adoption process.

Deliverables:

Draft and Final Land Use Assumptions and Infrastructure Improvement Plan.

Task 7: Determine Need for Credits to be Applied Against Capital Costs

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

There are two types of “credits” that are included in the calculation of development fees, each with specific, distinct characteristics. 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 a development fee. The second is a credit toward the payment of a development fee for the required dedication of public sites and improvements provided by the developer and for which the development fee is imposed. Both types of credits will be considered and addressed in the development fee study.

Deliverables:

Memoranda as appropriate. See Task 10.

Task 8: Conduct Funding and Cash Flow Analysis; Estimate Annual Operating Costs

In order to prepare a meaningful IIP, it is important to evaluate the anticipated funding sources. In this task, TischlerBise will prepare a ten-year cash flow analysis. This calculation will allow the Town to better understand the revenue potential of the development fees and the amount which would be needed if the fees were discounted. It will also provide a good understanding of the cash flow needed to cover the infrastructure costs for new development. The cash flow analysis will indicate whether additional funds might be needed or whether the IIP might need to be altered. 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. Development fee revenues can only be spent on capital projects that add capacity. Operating and maintenance costs associated with these capital improvements will have to be funded from other revenue sources, mostly likely from the General Fund. To estimate the annual operational and maintenance costs of the projected infrastructure, TischlerBise will utilize several data sources, including:

- Most recently adopted operating budget.
- Most recently adopted CIP.
- Capital project/program submittal sheets from departments.

Meetings:

None.

Deliverables:

See Task 10.

Task 9: Complete Development Fee Methodology and Calculations

The completion of the previous task will enable the development fee methodology and calculations to be finalized. TischlerBise will calculate the maximum justifiable development fee for commercial, residential, and industrial development that can be charged and conform to fee requirements.

Meetings:

None.

Deliverables:

Draft Development Fee Report.

Task 10: Prepare Final Land Use Assumptions, IIP and Development Fee Report

TischlerBise will prepare a written report for the Town that summarizes the need for development fees for the "necessary public services" category and the relevant methodologies employed, as well as documentation for 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.

- An IIP spanning a maximum ten-year planning horizon, listing projects, costs, timing, and financing.
- 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.

Meetings:

One (1) presentations/worksessions with the Town Council to present and discuss final Development Fee Report and IIP as part of the legislatively required adoption process.

Deliverables:

Final Land Use Assumptions, IIP and Development Fee Report and presentation materials for meetings.

Project Schedule

The table below indicates our proposed schedule for this assignment, assuming a start date in November. We will devote the necessary resources to meet a March 2019 completion date.

PROPOSED SCHEDULE- LAND USE ASSUMPTIONS, IIP AND DEVELOPMENT FEE STUDY			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation/Data Acquisition	December, 2018	1	Data Request Memorandum
Task 2: Develop Land Use Assumptions	December, 2018	1*	Land Use Assumptions Document
Task 3: Ascertain Demand Factors and LOS for "Necessary Public Services"	December, 2018 - January, 2019	2	Technical Memorandum Discussing Recommended Service Areas by Fee
Task 4: Identify Capital Needs and Costs	December, 2018 - January, 2019	2*	See Task 5
Task 5: Discuss Preliminary Methodologies and Policy Options	February, 2019	1	"Storyboard" Presentation Outlining Preliminary Methodologies and Policy
Task 6: Prepare Draft and Final Land Use Assumptions and IIP	February, 2019	1	Draft Land Use Assumptions and Infrastructure Improvement Plan
Task 7: Determine Need for Credits	January, 2019	0	Memoranda as Appropriate. See Task 4
Task 8: Conduct Funding and Cash Flow Analysis; Estimate Annual Operating Costs	February, 2019	0	See Task 10
Task 9: Complete Development Fee Methodologies and Calculations	February, 2019	0	Draft Development Fee Report
Task 10: Prepare Final Land Use Assumptions, IIP and Development Fee Report	March, 2019	1	Final Land Use Assumptions, IIP and Development Fee Report
Publish Land Use Assumptions and IIP on Town Website	April, 2019	0	Land Use Assumptions and IIP Document
Public Hearing on Land Use Assumptions and IIP	early June, 2019	1	Presentation Materials as Appropriate
Approve Land Use Assumptions and IIP	mid July, 2019	1	Final Land Use Assumptions and IIP
Publish Development Fee Report on Town Website	mid-July, 2019	0	Development Fee Report
Public Hearing on Land Use Assumptions and IIP	mid-August, 2019	1	Presentation Materials as Appropriate
Approve Development Fee Report	early September, 2019	0	Final Development Fee Report
New Development Fees go into Effect	mid-December, 2019	0	N/A

*In several cases it is assumed meetings are held with multiple departments over one (1) trip.

Project Management Approach

TischlerBise utilizes a project management process which ensures that our projects are completed on time, within budget, and most importantly, that they yield results that match our clients' expectations. Our project management plan utilizes the following principles common to successful projects:

1. First, **we begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise will identify the project goals and objectives in collaboration with Town staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
2. Second, **we will plan the project schedule.** As part of the Project Initiation task, Mr. Bise will work with Town staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
3. Third, **we will actively manage the project process.** Mr. Bise and Ms. Herlands both have a long history of past project successes (we encourage you to contact our references regarding this aspect) that are supported by strong project management skills. Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and will be accountable to you for meeting the schedule, budget, and technical requirements of the project.
4. Finally, **we will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and chief executive officer level. Prior to the delivery of work product to you and staff, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a formal checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise will be responsible for the second set of reviews comparing the work product to the completed quality checklist form.

Project Pricing

The following table presents our proposed project fee schedule for this assignment and encompasses the tasks, our anticipated number of meetings, and anticipated deliverables. Please note this is a fixed fee, not-to-exceed, proposal and includes direct expenses related to the project.

PROPOSED FEE - INFRASTRUCTURE IMPROVEMENT PLAN AND DEVELOPMENT IMPACT FEE STUDY					
Project Team Member:	Bise	Herlands	Griffin	Total	
Hourly Rate*	\$215	\$195	\$175	Hours	Cost
Task: Project Initiation/Data Acquisition	16	0	0	16	\$3,440
Task: Prepare Land Use Assumptions	4	8	24	36	\$6,620
Task: Prepare Parks and Recreational Facilities IIP and Development Fee	8	24	32	64	\$12,000
Task: Prepare Street Facilities IIP and Development Fee	32	4	24	60	\$11,860
Task: Prepare Fire Facilities IIP and Development Fee	16	4	24	44	\$8,420
Task: Presentations	32	0	4	36	\$7,580
Total Cost:	108	40	108	256	\$49,920

* Hourly rates are inclusive of all costs, including travel.



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