

**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2014**

TITLE:	Professional Services Contract with Lewis Young for a Water Impact Fee Analysis and Rate Study		
FISCAL IMPACT:	\$18,960.00		
APPLICANT:	Christopher T. Trusty, Public Works Director/City Engineer		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
N/A	N/A	N/A	

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Notice to newspapers

REQUIRED FINDINGS:

**Public Works Board
Recommendation**

Vote: N/A

**Prepared By:
Chris T. Trusty**

NOTES/COMMENTS:

RECOMMENDATION:

The Public Works Director recommends that the City Council approve a professional services contract with Lewis Young Robertson and Burningham (LYRB) for an Impact Fee Analysis and Rate Study for water services in the amount of \$18,960.00 and authorize the Mayor to sign the contract for this project.

BACKGROUND:

Eagle Mountain City has been updating the water system Impact Fee Facilities Plan, and has asked LYRB, the City's financial advisors, to evaluate the Impact Fee Analysis which will be used to justify changes to the City's impact fees for the water system. LYRB will also perform an analysis of the City's water rate structure based on upcoming City projects and in conjunction with the City's purchase agreement with Central Utah Water Conservancy District. CUWCD has agreed to pay for a portion of the rate study.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT for the completion of a Comprehensive Financial Sustainability Plan for Water (the "Agreement") is made as of _____, 2014, by and between the Eagle Mountain City, a body corporate and politic of the State of Utah (the "Client"), and Lewis Young Robertson & Burningham, Inc., a corporation having its corporate offices at the address of 41 North Rio Grande St., Suite 101, Salt Lake City, UT 84101 (the "Consultant").

WHEREAS, the Consultant is an experienced and fully qualified firm that provides consulting and financial advisory services to and for local government and private entities, including specialty services related to impact fees; and

WHEREAS, the Client wishes to engage the Consultant for the purposes set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Client and the Consultant agree as follows:

SECTION 1. SERVICES TO BE PROVIDED. During the period that this Agreement is effective, the Consultant shall work under the direction of designated personnel of the Client. The services to be provided are preparing a Comprehensive Financial Sustainability Plan ("CFSP") as described in EXHIBIT A, which is attached hereto and incorporated into this Agreement by this reference.

SECTION 2. REPRESENTATIONS OF THE CLIENT. The Client represents that in connection with any provisions of this Agreement, it will (a) cooperate with the Consultant and provide the Consultant with all information and data the Client may have in its possession or under its control which is reasonably required by the Consultant; and (b) review and approve all written information prior to its distribution.

SECTION 3. PAYMENT OF COMPENSATION, COSTS AND EXPENSES. The Client shall compensate the Consultants for the services rendered and itemized expenses actually incurred, in the amount of Eighteen Thousand Nine Hundred Sixty Dollars (\$18,960) for the completion of the CFSP. Should additional work beyond the original scope be needed, the Client and Consultant will mutually agree upon an amendments.

SECTION 4. CONSULTANT AN INDEPENDENT CONTRACTOR. For purposes of this Agreement and the services to be performed hereunder, the Consultant, its officers, employees and agents shall not be considered to be officers, employees, agents or servants of the Client. The Consultant is and shall be considered to be an independent contractor in all respects.

As an independent contractor, Consultant shall be fully responsible for the payment of all of its employees, agents, servants and contractors and assumes full responsibility for the payment of all Workmen's Compensation payments which may be due or assessed against Consultant.

SECTION 5. REPRESENTATION OF THE CONSULTANT. The Consultant represents that if a situation occurs whereby an interest of the Client is in conflict with the interests of another Client of the Consultant, the Consultant shall notify the Client promptly and disclose the conflict.

SECTION 6. COMMENCEMENT OF WORK: Work will commence in March 2014.

SECTION 7. AMENDMENTS: This Agreement may be modified or amended only in writing signed by both Consultant and Client. Any change in this Agreement shall be mutually agreed upon by Client and Consultant and shall be set forth only in written amendments to this Agreement.

SECTION 8. REPRESENTATIONS AND NOTICES: The following are designated as representatives of parties to this Agreement:

(a) Consultant designates Cody Deeter as its representative in all matters under this Agreement and all notices given to Consultant shall be by regular U.S. mail to:

Cody Deeter, Vice President
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande Street, Ste. 101
Salt Lake City, UT 84101

(b) Client designates as its representative in all matters under this Agreement and all notices given to Client shall be by regular U.S. mail to:

Client: Ifo Pili, City Administrator
Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain City, UT 84005

SECTION 9. INDEMNIFICATION: Consultant agrees and covenants to hold harmless and indemnify Client from any actionable claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct of Consultant or omissions constituting tortious behavior on the part of Consultant or its agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement. In no case shall the liability of Consultant exceed the total fee due hereunder.

Client agrees and covenants to hold harmless and indemnify Consultant from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or

omissions constituting tortious behavior on the part of Client, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement. In no case shall the liability of Client exceed the total fee due hereunder.

SECTION 10. SUCCESSORS: Consultant and Client agree that the provisions of this Agreement shall be binding on heirs, successors and agents.

SECTION 11. TERMINATION: It is agreed that either party may terminate this Agreement at any time and for any reason. Any such termination shall be accomplished by one party giving the other party prior written notice thereof, at least thirty (30) calendar days in advance of the desired termination date. Neither party shall have any liability to the other for damages or other losses because of a termination of this Agreement; provided, however, if a termination should occur, the Client agrees to pay the Consultant all amounts due for work actually performed that falls within the scope of services of this Agreement through and including the termination date and the Consultant shall deliver to the Client all data, reports and information that would be due on the termination date.

SECTION 12. ENTIRE AGREEMENT: This Agreement contains the complete agreement and understanding of the parties and supersedes any previous understandings, commitments, proposals or agreements whether oral or written, and may only be modified or amended in writing or executed by authorized individuals of Client and Consultant.

SECTION 13. JURISDICTION: This Agreement shall be governed by the laws of the State of Utah.

SECTION 14. ATTORNEY FEES: In the event that either party is required to engage the services of an attorney to enforce any of the provisions of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

SECTION 15. NON-ASSIGNABILITY: This Agreement is not assignable by either party without the express written permission of the other party.

IN WITNESS THEREFORE, the Client and the Consultant have hereunto executed this Agreement the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized this _____ day of _____, 2014.

EAGLE MOUNTAIN CITY

Chris Pengra, Mayor

ATTEST:

Fionnuala B. Kofoed, City Recorder

APPROVED AS TO FORM:

Jeremy R. Cook, City Attorney

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Printed Name

Title

ATTEST:

Title: _____



EXHIBIT A

PROPOSAL FOR:
CULINARY WATER COMPREHENSIVE FINANCIAL
SUSTAINABILITY PLAN

EAGLE MOUNTAIN, UTAH

FEBRUARY 2014



INTRODUCTION

Lewis Young Robertson & Burningham, Inc. (“LYRB”) is pleased to provide the following proposal to Eagle Mountain City (the “City”) to work with Jones and Demille Engineering to complete a culinary water impact fee facilities plan (“IFFP”), an impact fee analysis (“IFA”), and rate study. LYRB has worked on many impact fee and rate studies throughout the state and we have developed a methodology that will benefit the City by providing the most defensible plan and analysis.

LYRB offers the City a depth of experience and substantial knowledge of the issues affecting impact fees in today’s environment and our staff is readily available to complete this work at the level the project requires. The following bullet points highlight the key elements of our qualifications.

LYRB has:

- Vast experience and knowledge of impact fees;
- Strict adherence to statutory and “best-practices”;
- Understanding of the litigious nature of impact fees and how to craft appropriate, fair, and defensible impact fees;
- Comprehensive planning approach and understanding of municipal finance;
- Ability to facilitate and direct the planning process to ensure appropriate capital planning and master planning that will meet the Impact Fee Act requirements;
- In-depth understanding of the nexus between development activity and demand on public facilities;
- Working knowledge and credibility with the legislative process and experience with legislative intent; and,
- Quantitative and cash flow expertise and skills to calculate accurate and comprehensive impact fees.

We feel our approach to the calculation of impact fees is unique because we understand the crucial step of reviewing and improving existing planning documents in the beginning phase of the impact fee process. By taking additional time up front, LYRB can ensure a more seamless transition into the creation of impact fee documents that are accurate, defensible, and integrated into the long-term planning goals of the City.

SCOPE OF SERVICES

Our methodology is built upon creating a usable and defensible document for the City. As such, our scope focuses on establishing City and engineering involvement at the onset of the project. LYRB will provide a thorough review of key planning documents that are integral to the creation of the IFA. The calculation of impact fees can be very complex, balancing the requirements of the Impact Fees Act with the unique characteristics and needs of the City, while fully complying with the Impact Fees Act. Our work will dovetail the impact fee calculation with user rate analysis to provide a full-breadth approach to capital and operational planning for the water utility.

PROJECT ORIENTATION AND KICK-OFF

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

- ☞ Orient staff to the project and clarify scope;
- ☞ Identify data needs and discuss existing capital facility plans/master plans;
- ☞ Receive feedback from the City regarding any concerns and issues so that these can be adequately addressed in the analysis;
- ☞ Establish consensus regarding timeframe and scheduling of project; and
- ☞ Discuss project transcript which will include final documents, project schedule noticing, contract agreements etc.

An important element of this task will be the creation of a project “transcript”. The transcript serves as a warehouse of all pertinent project data (i.e. project timeline, process maps, draft reports, noticing documents, official contract and scope of services, etc.). This data is organized in a single location (i.e. a three-ring binder) which ensures project timeliness and efficiency. LYRB will facilitate the inclusion of all final documents into the project transcript.

PHASE 1: REVIEW OF EXISTING PLANNING DOCUMENTS

TASK 1.1: REVIEW EXISTING CFP WITH JONES AND DEMILLE ENGINEERING TO DETERMINE IFFP NEEDS

A crucial step in developing defensible impact fee documents is a thorough review of all existing capital facility plans, master plans, and other planning documents and analysis. LYRB has recently completed impact fee updates for Taylor-West Weber Water Improvement District, Bona Vista Water Improvement District, St. George, Logan, Springville, Kaysville, and Clearfield. Through this process we have helped our clients identify strengths and weaknesses of their planning documents. Similarly, we will work with the City and Jones and Demille Engineering to first evaluate their planning documents and identify any additional data and analysis that will need to be completed in order to comply with the requirements of the Impact Fees Act. By taking time to review existing planning documents in the beginning phase of the impact fee process, LYRB can ensure that the actual Impact Fee Facilities Plan and Impact Fee Analysis documents are not only accurate but defensible.

TASK 1.2: REVIEW IFFP PROCESS AND DETERMINE APPROPRIATE APPROACH AND BEST PRACTICES

LYRB will review the IFFP process and determine the appropriate approach to apply to the determination of the City's impact fees. Many other impact fee consultants request data upfront and then wait until the end of the process to link the IFFP with the IFA. LYRB addresses the development of the IFFP with the City and the engineer at the beginning of the process, ensuring that the IFFP includes all pertinent information. In this way, the IFFP and IFA become a seamless document that is defensible and accurate. In addition, it ensures that the City, engineers, and consultants are all on the same page.

Many other impact fee consultants request data upfront and then wait until the end of the process to link the IFFP with the IFA. LYRB will assist the City and the engineer with the development of the IFFP at the beginning of the process.

In this way, the IFFP and IFA become a seamless document that is defensible and accurate.

PHASE 2: IMPACT FEE FACILITIES PLAN (IFFP) FACILITATION

LYRB will assist Jones and Demille Engineering in completing the IFFP, as stipulated in UC 11-36a-301 and 302, and ensure that the IFA clearly references the appropriate elements of the IFFP. In our experience, the IFFP process is extremely collaborative. LYRB's experience with impact fees and our involvement with the IFFP process will provide the City and Jones and Demille Engineering added security that the final impact fee documents will be defensible. Our scope of services includes the necessary time to assist with the creation of the IFFP. The following tasks summarize key steps in the IFFP process that we will assist in.

TASK 2.1: REVIEW 2012 IFFP/IFA ASSUMPTIONS

LYRB assisted Eagle Mountain in the completion of the most recent IFFP and IFA creation. LYRB will review with Jones and Demille and the City the analysis assumption utilized in 2012 compared to current CFP assumptions. It will be important to identify and explain any changes in assumptions to insure the revised fee is defensible and accurate.

TASK 2.2: REVIEW DEMAND GROWTH ANALYSIS AND LEVEL OF SERVICE (LOS)

LYRB will review the demand and LOS assumptions utilized in the CFP relative to the 2012 study. LYRB will ensure that the assumptions applied to the IFFP comply with existing state law regarding existing and proposed levels of service.

TASK 2.3: DETERMINATION OF EXISTING CAPACITY AND EQUITY BUY-IN

LYRB will assist Jones and Demille Engineering in determining the amount of capacity available to serve future development activity (growth). This is an important step in determining a buy-in component in the IFA. As part of this task, LYRB will also include the City's outstanding debt, SID payments and reimbursement agreements. Our previous experience completing the 2012 study will provide a cost-saving approach as much of this data has been collected and can be updated.

TASK 2.4: IDENTIFY IMPACT FEE ELIGIBLE CAPITAL FACILITIES

LYRB will assist Jones and Demille Engineering in determining if any additional capital facilities are necessary to maintain the existing level of service. The IFFP must establish a clear nexus between the proposed level of service and the need for new facilities. LYRB will review the engineer's impact fee facilities projects and the allocation of project improvements versus system improvements to ensure that only qualified costs are included in the IFFP and IFA. Again, we feel the IFFP process is extremely collaborative. As such, our scope includes the necessary time to assist Jones and Demille Engineering create the most defensible IFFP possible. In this way, in the unlikely event of a challenge, the City has a seamless document that all parties have thoroughly vetted.

Our scope includes the necessary time to assist Jones and Demille Engineering create the most defensible IFFP possible. In the unlikely event of a challenge, the City will have seamless IFFP and IFA documents that all parties have thoroughly vetted.

TASK 2.5: IDENTIFY A FINANCING STRUCTURE FOR FUTURE CAPITAL PROJECT NEEDS

The next step of the analysis is to determine how the growth-related infrastructure will be funded. This task overlaps with much of the work in the proportionate share analysis of the IFA. LYRB will determine the financing structure that will be adopted for the growth-related projects. Growth-related projects may be funded using a combination of debt and pay-as-you-go financing. The IFFP should also identify the funding methods of other future projects (i.e. federal funds, state funds, grants, etc.). This task is crucial in that it assists the City in identifying appropriate projects that can be realistically funded, as opposed to the creation

of a “wish list” of projects. Impact fee challenges have recently focused on this aspect of the impact fee process.

PHASE 3: IMPACT FEE ANALYSIS (PROPORTIONATE SHARE ANALYSIS)

The proportionate share analysis satisfies the requirements of the Impact Fees Act found in UC 11-36a. LYRB will ensure the impact fee analysis and proportionate share analysis complies with all legislative requirements and that only the costs relating to growth related improvements are included in the calculation of the impact fee. LYRB will update the 2012 impact fee analysis based on the tasks below and utilizing the information collected in Phase II.

TASK 3.1: EXCESS CAPACITY & FUTURE CAPITAL FACILITY ANALYSIS

Specific tasks include:

- ☞ Establish value of any excess capacity in the existing system that could be used to serve new growth including outstanding debt expenses;
- ☞ Review engineer’s allocation of project improvements versus system improvements;
- ☞ Identify the anticipated impact on the system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
- ☞ Demonstrate how the anticipated impacts described above are reasonably related to the anticipated development activity;
- ☞ Review the engineer’s opinions of the proportionate share of system improvements that will serve new growth; and
- ☞ Estimate the proportionate share of the costs for existing capacity that will be recouped and the costs of impacts on system improvements that are reasonably related to the new development activity.

TASK 3.2: FINANCING STRUCTURE AND PROPORTIONATE SHARE ANALYSIS

The next step of the analysis is to determine how the growth-related infrastructure will be funded and to complete the proportionate share analysis. Once the impact fee related costs have been identified, LYRB will prepare a cash flow analysis to ensure that the City will have the ability to cover anticipated capital costs. Specific tasks include:

- ☞ Review City revenue sources and what they fund to ensure that capital costs are equitably distributed among new development and existing users;
- ☞ Consider specific service areas defined by the City;
- ☞ Calculate total impact fee;
- ☞ Create impact fee schedule and formulas for calculating adjusted impact fees;
- ☞ Create a financing structure for the growth-related projects that combines debt and pay-as-you-go financing;
- ☞ Review the basis for current revenue credits against the impact fees; and
- ☞ Prepare a cash flow analysis of impact fee funds to more accurately forecast impact fee revenues, annual growth-related costs and any impact fee revenue shortfalls.

PHASE 4: IMPACT FEE IMPLEMENTATION

TASK 4.1: PREPARE WRITTEN IFFP, IFA, AND UTILITY RATE DRAFTS

LYRB will assist Jones and Demille with the written IFFP and LYRB will prepare the IFA documents based on the data collected and analysis performed in Phases 1 through 3. These initial drafts will be disseminated to all related parties. Specific tasks will include:

- ☞ Prepare written report with proportional share analysis;
- ☞ Prepare a summary designed to be understood by a lay person for each document;
- ☞ Coordinate noticing and public process for enacting impact fees and rate changes;
- ☞ Begin the coordination of the Public Hearing;
- ☞ Create impact fee schedule and formulas for calculating non standard impact fees; and
- ☞ Identify any possible challenges associated with the facilities plan and provide feasible solutions to such.

TASK 4.2: WORKSHOP AND PRESENTATION

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

- Workshop with City staff to present preliminary results and refine results as needed;
- Presentation of preliminary data to City staff; and
- Begin drafting of ordinance and fee schedule.

Optional: If requested by the City, LYRB will also attend and present the impact fee findings at stakeholder meetings with home builder associations, realtors, contractors and other interested parties.

TASK 4.3: ASSIST WITH NOTICING AND ENACTMENT

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

- Notice of intent to amend IFFP and IFA;
- Notice of intent to adopt a new IFFP and IFA; and
- Notice of public hearing.

TASK 4.4: PROVIDE FINAL WRITTEN ANALYSIS, TRANSCRIPT AND CERTIFICATION

LYRB will prepare a final written rate and impact fee analysis and will ensure that all elements of the Impact Fees Act (including impact fee certification) are fulfilled. Although final resolutions will be prepared by the City's attorney, LYRB will work with the attorney to ensure that all elements required by the Act are included and will assist in the adoption process as needed. LYRB will provide the required certifications related to the IFA and will consolidate all pertinent information into a final transcript document. An electronic version will be provided as well.

TASK 4.5: HOLD PUBLIC HEARING AND FINAL ADOPTION OF IMPACT FEES

The final stage of the study will be the public hearing. LYRB will prepare a presentation of findings for the public hearing and will ensure the project transcript is complete with all legal notices and documents. LYRB will make a personal appearance at a public hearing before the City Council to present the final report and the implementation documents.

COMPARATIVE ANALYSIS

LYRB will provide a comparative analysis of benchmark entities (Cities and Districts) culinary water rates and impact fees. LYRB's experience completing impact fees for several communities throughout the state positions us to provide the City with valuable insight regarding this task.

DEFENDING CHALLENGES TO FEES

LYRB works diligently to create quality studies which comply with all the applicable state statutes while meeting the unique needs of our clients. Due to the vast experience LYRB has with impact fees, we understand the areas of contention and are able to structure our methodology and analysis to avoid potential challenges. Our involvement and review of planning documents also sets a firm foundation and clear nexus between the infrastructure needed and the impact of new growth. As a firm we pride ourselves on supporting our clients through the IFFP and IFP process and beyond. We support all of our documents with expert analysis and explanations of our assumption. We address any concerns by the Home Builders Association or other interested parties during the public hearing or after the IFA is adopted.



PHASE 5: USER RATE UPDATE

Phase 5 will move forward on a parallel track with the Impact Fee Analysis. The proposed changes to the impact fee will be incorporated into water rate modeling to ensure accuracy of the future cash flow projections.

TASK 5.1: UPDATE WATER RATE MODEL WITH NEW GROWTH, CAPITAL PROJECTS, ETC

LYRB will update the water modeling to reflect the update growth projections and capital projects from the new master plan. This update will also take into account the necessary payments to CWP including the offset revenue that is likely to come from Impact Fees. The end goal of this task will be to show the likely scenario or scenarios for the amount of additional revenue needed to keep the Water Fund in good fiscal health. This step is often defined as determining Revenue Sufficiency.

TASK 5.2: EVALUATE WATER RATE STRUCTURE

After determining the Revenue Sufficiency or revenue needed to maintain proper fiscal health, LYRB will evaluate the various means to collect that revenue through the user rate. This will include evaluation of the actual usage by classification (for example, meter size & lot size). This process will provide staff and council with information to determine the most sound means to collect additional revenue from users which will include discussion of base rate revenue versus water use tier revenue, water usage in each tier and charge per tier.

TASK 5.3: SCENARIO ANALYSIS

The City will likely need to see various scenarios based upon changes to different variables including growth, level of impact fee charged, tier structures, debt vs. cash assumptions, and other variables. This section of the analysis is the most important in making final decisions. LYRB has estimated the amount of time for this section but is happy to provide as much time as is needed to help the City make the best decision.

TASK 5.4: PRESENT WATER RATE UPDATES TO CITY STAFF & CITY COUNCIL

LYRB will ensure that all analysis we perform is available in an easy format to understand for the staff and council. We will meet with the staff and council as needed to ensure all scenarios and analysis are understood. We have assumed 2 meetings with staff and 2 with the Council.



PROJECT SCHEDULE AND PROPOSED FEE

PROJECT SCHEDULE

The completion of the IFA generally requires three to six weeks from the date the IFFP is completed. However, LYRB will be involved in the process from the beginning as discussed in our scope of services. Upon acceptance of this proposal, LYRB will meet with the City and Jones and Demille Engineering in an initial kick-off meeting and further discuss the project scheduling. The time required to accurately complete this analysis is contingent upon the ability of the City to provide all required information to complete the consulting project.

PROPOSED FEE

LYRB proposes a fee of \$18,960 for the total project. \$9,650 for the completion of the IFFP and IFA based upon the time required to complete the scope of services presented above and \$9,310 for the User Rate Update. The table below shows a detailed fee estimate. LYRB will provide monthly billing to ensure that the City understands the progress and any change that could occur in scope can be discussed quickly.

	\$180	\$150	\$100		
	Vice President	Project Lead	Analyst	Total Hours	Total Cost
Kick-off Meeting	3.0	3.0	-	6.0	990
Task 1.1 and 1.2: Review of Existing Planning Documents and IFFP Methodology		5.0	-	5.0	750
Task 2.1-2.5: Impact Fee Facilities Plan Facilitation		6.0	-	6.0	900
Task 3.1: Excess Capacity & Future Capital Facility Analysis		2.0	1.0	3.0	400
Task 3.2: Financing Structure and Proportionate Share Analysis		6.0	3.0	9.0	1,200
Task 4.1: Prepare Written IFFP & IFA Drafts	1.0	6.0	2.0	9.0	1,280
Task 4.2: Workshop and Presentation	3.0	6.0	1.0	10.0	1,540
Task 4.3: Assist with Noticing and Enactment		2.0	3.0	5.0	600
Task 4.4: Provide Final Written Impact Fee Analysis, Transcript and Certification		2.0	6.0	8.0	900
Task 4.5: Hold Public Hearing and Final Adoption of Impact Fees	3.0	3.0	1.0	7.0	1,090
Task 5.1: Update Water Rate Model with New Growth, Capital Projects, Etc	8.0	-	1.0	9.0	1,540
Task 5.2: Evaluate Water Rate Structure to Determine How to Increase Revenue	15.0	5.0	10.0	30.0	4,450
Task 5.3: Scenario Analysis	6.0	4.0	-	10.0	1,680
Task 5.4: Present Water Rate Updates to City Staff & City Council	8.0	-	2.0	10.0	1,640
Total	47.0	50.0	30.0	127.0	18,960

Our methodology represents a more comprehensive approach to impact fees than competing firms, due to the additional time in the beginning of the impact fee process to review existing planning documents. LYRB understands this to be a crucial step in developing accurate and defensible impact fees.



PROJECT TEAM

Lewis Young Robertson & Burningham, located in downtown Salt Lake City, just celebrated its 18th year in the municipal finance and advisory business. The professionals at LYRB have represented public clients for more than three decades and have established LYRB as a leading consulting and financial advisory firm, specializing in rate studies, impact fee analyses, economic consulting, planning, and public finance.

LYRB has more relevant experience than any other firm related to impact fees and facility planning. We have calculated over 250 municipal fees and worked with the 25 largest cities in the State of Utah; as well as local governments in Idaho, Wyoming, New Mexico, Colorado and Nevada. One of the unparalleled advantages of LYRB is that we not only develop plans and fees for infrastructure and economic development, but we implement these plans, putting together the financing that allows municipal projects to be built. Our finance professionals and analysts are all critical to the success and defensibility of municipal fee and rate studies which include financing requirements, cash flows, economic development and land use planning.

LYRB is unique from other firms that complete impact fee analysis, in that we pride ourselves in taking additional time at the beginning phase of the impact fee process to review existing capital facility plans, master plans, and other planning documents and analysis. In our experience, we have found this to be a crucial step in developing defensible impact fee documents that are also integrated into the long term planning goals of the City. In fact, we have been engaged by a group of engineers to discuss how these planning documents can be improved and crafted to create a more seamless transition into the creation of impact fee documents and the calculation of the impact fee. By taking additional time up front, LYRB can ensure that the actual Impact Fee Facilities Plan and Impact Fee Analysis documents are not only accurate but extremely defensible.

LYRB is committed to producing the highest standard of work for all our clients. All work performed at LYRB is reviewed internally for accuracy. LYRB will ensure that the impact fees calculated are based on substantial evidence and are consistent with all applicable state and federal laws. Furthermore, because of the vast experience LYRB has with performing impact fee studies across the state, the staff is knowledgeable and efficient. Our standard process requires all documents to be reviewed internally for quality and accuracy before they are released for client review and final approval.

EMPLOYEE	TITLE	ROLE	EXPERIENCE
Cody Deeter	Vice President	Project Lead	Cody has an intimate knowledge of the City's policies, procedures, goals, financial structure, debt structure, and personnel. He also has significant experience with user rates, impact fees, capital planning, debt planning & issuance.
Fred Philpot	Senior Analyst	Lead Analyst	Fred has been completing impact fee studies for over seven years with LYRB. He has vast experience with the variation and detail inherent in impact fee analysis and is able to use that knowledge to produce the best quality results for our clients.
Cami Hamilton	Analyst	Qualitative Support	Cami has four years of impact fee analysis preparation with LYRB. She is able to synthesize data and create dynamic models which capture the complexities of impact fees. She also has a keen eye for detail when crafting written reports.