# CANYON COUNTY AND TISCHLERBISE INC. AGREEMENT FOR DEVELOPMENT IMPACT FEE AND CAPITAL IMPROVEMENT PLANS

THIS AGREEMENT is made this 14 day of Livenber, 2024, between TischlerBise Inc., having a local address 999 West Main Street, Boise, Idaho 83702 (hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the state of Idaho, having offices at 1115 Albany Street, Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY has determined the need for professional services for the development of impact fee and capital improvement plans (hereinafter "Project"); and

WHEREAS, COUNTY has received CONTRACTOR's proposal to provide said services, which County has deemed responsive to COUNTY's needs; and

WHEREAS, COUNTY may procure CONTRACTOR'S services in accordance with Idaho Code § 67-2803(4).

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

#### 1. PURPOSE:

1.1 COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Development of Impact Fee and Capital Improvement Plans as described in the CONTRACTOR's Proposal attached hereto as Attachment 1 and incorporated fully by reference.

1.2 CONTRACTOR agrees to provide all materials and services for the project as requested by the COUNTY and in accordance with Attachment 1.

#### 2. CONTRACTOR REPRESENTATIONS:

- 2.1 The project specifications and this Agreement sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.
- 2.2 CONTRACTOR represents that it possesses the skill and experience necessary to perform the services under this Agreement and fully comply with all relevant laws, ordinances, and regulations.
- 2.3 CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be

AGREEMENT WITH TISCHLERBISE FOR DEVELOPMENT IMPACT FEE AND CAPITAL IMPROVEMENT PLANS

24-154

performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

- 2.4 CONTRACTOR represents that neither it nor any of its principals are related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.5 CONTRACTOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.

#### 3. **COMPENSATION**:

3.1 COUNTY agrees to pay CONTRACTOR for the services described by this Agreement an amount not to exceed the sum of Eighty-Four Thousand Three Hundred and Twenty Dollars (\$84,320). Payments shall be distributed monthly in proportion to services performed.

Prior to the first monthly payment, the CONTRACTOR shall submit to COUNTY an initial schedule of values allocated to various portions of the work that shall be used as a basis for reviewing the monthly invoices. Monthly invoices shall certify that payment is for work and materials actually performed in furtherance of the Development of Impact Fee and Capital Improvement Plans Project, and shall reflect a five percent (5%) retainage.

3.2 CONTRACTOR shall submit their invoices to:

Aaron Williams, Constituent Services Director Board of County Commissioner's Office 1115 Albany Street Caldwell, Idaho 83605

3.3 Subject to Article 8, Sections 3 and 4 of the Idaho Constitution and all other non-appropriation law in relation thereto, COUNTY will duly and punctually pay the amounts to satisfy its obligations required under this Agreement, recognizing that time is of the essence. If non-appropriation occurs, this Agreement shall automatically terminate and all future rights and liabilities of the parties hereto shall thereupon cease upon CONTRACTOR's receipt of original notice from COUNTY informing CONTRACTOR of that event.

#### 4. TIME OF PERFORMANCE:

4.1 Time is of the essence in the performance of the work as specified in this Agreement.

AGREEMENT WITH TISCHLERBISE FOR DEVELOPMENT IMPACT FEE AND CAPITAL IMPROVEMENT PLANS

4.2	Upon execution of this Agreement, CONTRACTOR will start project within
	tobusiness days and thereafter complete the
	project within 24 full working weeks. Any unforeseen stoppages of
	work beyond CONTRACTOR's control will require the completion date to be
	modified.

#### 5. INSURANCE:

- 5.1 CONTRACTOR shall maintain general and/or professional liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and shall within ten (10) days of execution of this Agreement, submit to COUNTY a Certificate of Liability Insurance showing COUNTY as an additional insured and protect COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's acts. Such coverage shall remain in force during the term of this Agreement. CONTRACTOR shall notify COUNTY at least thirty (30) days in advance of the suspension or termination of any such insurance coverage.
- 5.2 CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

#### 6. <u>Indemnification</u>:

6.1 CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

#### 7. INDEPENDENT CONTRACTOR:

- 7.1 The parties agree that CONTRACTOR is the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any benefit of employment with COUNTY.
- 7.2 COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR supplies or equipment.

AGREEMENT WITH TISCHLERBISE FOR DEVELOPMENT IMPACT FEE AND CAPITAL IMPROVEMENT PLANS

#### 9. MISCELLANEOUS:

- 9.1 Controlling Law: The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the state of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the state of Idaho in Canyon County.
- 9.2 Legislatively Mandated Certification Concerning Boycott of Israel:

CONTRACTOR must select and initial at least one of the following certifications:

Pursuant to Idaho Code § 67-2346, Contractor certifies that it "is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

Contractor certifies that County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).

Contractor certifies that Contractor does not employ more than nine persons.

9.3 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA.

Pursuant to Idaho Code § 67-2359, Contractor hereby certifies that it "is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China." The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

- 9.4 SEVERABILITY: The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.
- 9.5 Entire Agreement: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

## 

(SEAL)

(name/title)

Manages

STATE OF IDAHO

) ss.

County of ADA

On this 14 day of November, 2024, before me, a notary public, personally appeared known or identified to me to be the Lestern Region Manager for Inschler Rise, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

(SEAL)

Notary Public for Idaho
Residing at: 999 W. Main Step State

MARCY PERKINS SMITH
COMMISSION #20241092

MY Commission Expires: 37 24/2070

MARCY PERKINS SMITH
COMMISSION #20241092

**TISCHLERBISE** 

NOTARY PUBLIC STATE OF IDAHO My Commission Expires 03/26/30



Proposal for Development Impact Fee and Capital Improvement Plans

Canyon County, Idaho

June 26, 2024



## Table of **Contents**

Section A: Cover Letter	2
Section B: Firm and Staff Profile	4
Section C: Project Approach	11
Section D: Project Schedule	17
Section F: Fee Schedule	18



## Section A: Cover Letter

December 11, 2023

Rick Hogaboam Canyon County 1115 Albany St Caldwell, ID 83605

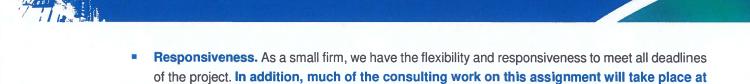
#### RE: Proposal for Development Impact Fee Study and Capital Improvement Plans

Mr. Hogaboam,

TischlerBiseGalena Consulting is pleased to submit the enclosed proposal to prepare a Development Impact Fee Study and Capital Improvement Plans for Canyon County. This assignment requires a consulting team with a unique combination of experience and expertise. We feel that TischlerBiseGalena Consulting is ideally suited to undertake this project based on our Team's extensive national and Idaho impact fee experience. There are several points we would like to note that make our qualifications unique:

- Depth of Experience. TischlerBise is the nation's leading impact fee and infrastructure financing consulting firm. Our qualified professionals bring an unparalleled depth of experience to this assignment. We have managed over 1,000 impact fee studies across the country more than any other firm. We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More important, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
- Idaho Experience. Galena Consulting has unsurpassed experience preparing impact fee studies and capital improvement plans in the State of Idaho. Galena Consulting has completed impact fee studies and developed capital plans for over 50 local governments in the Intermountain West over the past 19 years. This work has involved the capital needs for Transportation, Parks and Recreation, Fire and Emergency Medical Services, and Law Enforcement.
- Technical Knowledge of Land Use Planning and Local Government Finance. The County requires consulting expertise in the areas of land use planning, transportation, and economic development in the State of Idaho, as well as in local government finance. Many communities overlook the fact that impact fees are a land use regulation. TischlerBise will apply years of impact fee and land use and economic development planning experience within the context of overall County financial needs, land use, transportation, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
- Community Outreach. An important component of a successful impact fee program is community support. All three members of our project team have substantial experience developing and managing public outreach and community relations programs associated with impact fees and infrastructure finance.





If you have any questions regarding our proposal, please feel free to contact Colin McAweeney or myself. Our Team looks forward to the possibility of working with Canyon County and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,

L. Carson Bise II, AICP, President

our Boise offices.

TischlerBise, Inc.

4701 Sangamore Road, Suite S240

Bethesda, MD 20816

Phone: 301-320-6900 Ext. 12 E-mail: carson@tischlerbise.com



## Section B: Firm and Staff Profile

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over 900 fiscal/economic impact evaluations and over 1,000 impact 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, 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 Boise, Idaho. The firm's legal addresses are:

#### **Principal Office**

L. Carson Bise, AICP, President 4701 Sangamore Rd, Suite 240 Bethesda, MD 20816 301.320.6900 x12 carson@tischlerbise.com

#### **Idaho Office**

Colin McAweeney, Idaho Practice Leader 999 West Main Street Boise, ID 83702 202.642.8248 colin@tischlerbise.com

Galena Consulting was founded in Boise, Idaho in 2002 to support local governments in providing innovative and fiscally sustainable services. Galena Consulting has been a trusted partner for Idaho cities, counties and other taxing districts in capital planning and impact fee development for 19 years. Other services include operational analyses, fee studies, fiscal impact analyses, policy development, consolidation analysis, strategic planning and management coaching. In 2022, TischlerBise and Galena merged.

TischlerBiseGalena (TBG) consistently exceeds our client's expectations, which is due in large part to the **heavy involvement of our highly skilled principal-level professionals.** We are proud of the fact that most of our clients retain TBG for return engagements. There are several areas that make our qualifications unique:

- Unsurpassed Expertise. Our qualified professionals bring an unparalleled depth of experience to this assignment. We have managed over 1,000 impact fee studies across the country – more than any other firm.
- Innovators. TBG has been at the forefront of developing unique and innovative approaches for impact fees that are based on the client's policy objectives and backed by rigorous primary data development. For example, TBG has developed and refined methodologies for calculating impact fees by size of housing unit and developing distance-related/tiered transportation impact fees. More important, a TBG impact fee methodology has never been successfully challenged in a court of law.
- Consensus Builders. Our seasoned Project Team has actively participated in legislative body
  meetings and citizen committees to educate stakeholders regarding the technical process of impact



fee calculations as well as the pros and cons of impact fees, particularly during challenging economic times. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban, and rural communities across the country.

An important factor to consider related to this work effort is our **previous experience preparing impact** fees in the State of Idaho. The table below provides a complete list of TBG's Idaho impact fee experience.

ld	laho Impact Fee Experienc	ce
Ada County	Boise	Caldwell
Caldwell Hwy. District	Caldwell Rural Fire District	Carey
Cascade	Cascade Fire District	Donnelly
Driggs	Eagle Fire District	Eastside Fire District
Eastside Hwy. District	Elmore County	Emmett
Filer Fire District	Gem County	Gem County Fire District
Hailey	Hayden	Homedale Fire District
Houser Fire District	Idaho Falls	Jerome County
Kellogg	Kootenai County	Kootenai County Fire District
Kuna	Kuna Fire District	Lakes Hwy. District
Marsing Fire District	McCall	McCall Fire District
Melba Fire District	Meridian	Meridian Rural Fire District
Mica Kidd Fire District	Middleton	Middleton Fire District
Middleton Parks District	Mountain Home	Nampa
Nampa Rural Fire District	North Ada Co. Fire District	Northern Lakes Fire District
Northside Fire District	Parma	Payette
Payette County	Post Falls	Post Falls Hwy. District
Rock Creek Fire District	Sandpoint	Shoshone County
Shoshone Fire District	Spirit Lake Fire District	St. Maries' Fire District
Star Fire District	Sun Valley	Teton County
Timberlake Fire District	Twin Falls	Valley County
Victor	West Pend	Wilder Fire District
Worley Fire District		





## **TBG Impact Fee Experience (last five years)**

A summary of our national impact fee experience over the last five years is shown below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Daphne		<b>♦</b>					•	•	<b>•</b>			
AL	Fairhope		•					•	•	•		•	
AL	Foley		•					•	•	•			
AR	Bella Vista						<b>•</b>	•			•		
AR	Bentonville		•	•	•		<b>•</b>	•	<b>♦</b>				
AZ	Apache Junction		•				<b>•</b>	•	•		<b>•</b>	•	
AZ	Avondale		•	•	<b>♦</b>		•	•	•		<b>•</b>	•	
AZ	Buckeye		•	•	<b>♦</b>		•		<b>•</b>		•	•	
AZ	Casa Grande		•	•			•	•	•		•	•	
AZ	Cave Creek		•	•	•				•	•		•	
AZ	Coolidge		•	•			•	•	•			•	
AZ	Eloy			•	•		<b>•</b>		•		•	•	
AZ	Flagstaff	•	•				•	•	•		•	•	
AZ	Fountain Valley		•					•	•				
AZ	Gilbert		•		•		•	•			•		
AZ	Glendale			•	•	•	•	•	•		•	•	
AZ	Goodyear		•	•	•		•	•	•		•		
AZ	Kingman		•	•	•		•		•				
AZ	Maricopa	•	•				•	•	•	•	•	•	
AZ	Pinal County	•	•				•		•				
AZ	Pinetop-Lakeside		•				•		•	•		•	
AZ	Prescott	•											
AZ	San Luis		•	•	•	•	•	•	•				
AZ	Sedona		•			•	•		•			•	
AZ	Show Low	•	•	•	•		•		<b>♦</b>		<b>♦</b>		
AZ	Sierra Vista		•				•	•	<b>♦</b>	•	•		
AZ	Somerton		•	•	•	•	<b>*</b>	•	•				
AZ	Surprise		•	•	•		•	•	•		•	•	
AZ	Tucson		•				•	•	•				
AZ	Wellton		•	•	•	•	•	•	•				
AZ	Yuma		•	•		•	•	•	<b>♦</b>	•		•	
CA	Tulare		•	•	•	•	•	•	•	•	•	•	





STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
FL	Manatee County		•				•	•	<b>♦</b>	•		•	•
FL	Manatee County Schools												•
FL	Miami	•					•	• 4	•	•		•	•
FL	Osceola County Schools												•
FL	Parkland						•		<b>♦</b>				
FL	Pasco Co. School Board												•
FL	Pinecrest		•			•	•		•				
FL	Sarasota County Schools												•
FL	South Miami		•						•				
FL	Stuart		•				•	•	•			•	
GA	Forsyth County		•										
GA	Gordon County	•							•	•		•	
GA	Henry County		•										
GA	Roswell		•						<b>♦</b>	•			
MD	Anne Arundel		•				•		•				•
MD	Easton	•	•				•	•	•			•	
MD	Frederick County		•				•	•	•		•	•	•
MD	Talbot County	•	•						•		•	•	•
MT	Bozeman		•	•	•			•					
MT	Hamilton		•	•	•		•	•					
MT	Livingston		•	•	•			•	•				
МТ	Missoula		•				•		•		•	•	
МТ	Missoula County		•	•			•	•					
NM	Las Cruces			•	•								
NV	Washoe County		•										
ОН	Delaware						•	•	•			•	
ОН	Lebanon		•						<b>♦</b>				
ОН	Sunbury						•					•	
RI	East Greenwich							•	<b>♦</b>	•		•	•
RI	Middletown			•			•	•	•			•	•
SC	Beaufort County		•				•	•	•		•		•
SC	Clover School District												•
SC	Easley		•				•	•	•				
SC	Fort Mill School District												•
SC	Georgetown County		•				•				•		





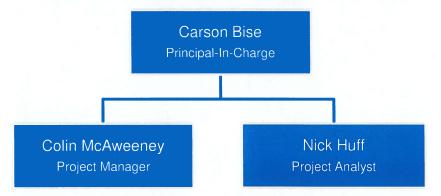


STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
SC	Horry County	•					•	•	<b>♦</b>	•	•		
SC	Jasper County		•				•	•	•				•
SC	Lancaster County				4		•	•	•				•
SC	Lexington County						•	•					
SC	Tega Cay			•	•			<b>♦</b>	•				
SC	York County		•				•		•				
TN	Hendersonville		<b>♦</b>				•	•	•				
TN	Murfreesboro		<b>♦</b>				•	•	•				
TN	Portland		•				•	•					
TN	Williamson County												<b>•</b>
UT	West Jordan	<u> </u>	<b>♦</b>	•	<b>♦</b>	•	•	•	•				
VA	Goochland County		<b>♦</b>										
VA	Fauquier County		•					•					•
VA	Frederick County		•					•					•
VA	Henrico County		•						•		•		•
VA	Isle of Wight County							•	•				•
VA	Loudoun County		•				•	•	•		•		•
VA	Stafford County		•										
VA	Suffolk			•	•								
WV	Jefferson County						•	•	•			•	•



## **Project Team**

To successfully navigate through the County's impact 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 impact fee structure in achieving Canyon County's land use, affordable housing, and economic development policy goals. Our Project Team for this assignment includes our most senior and experienced impact fee professionals. We have unsurpassed experience performing projects requiring the same expertise as that needed to serve the County. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team.



**Carson Bise, AICP,** President of TBG, will serve as Principal-In-Charge. In this role, Mr. Bise will coordinate our Project Team's interaction with the County to ensure that all work is completed properly, on time, and within budget. He will work closely with Mr. McAweeney and Mr. Huff, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Colin McAweeney, Idaho Practice Leader, will serve as Project Manager for this assignment. Mr. McAweeney has been with TBG for eight years and is the Project Manager for many of our Idaho and Arizona assignments, which have the most stringent impact fee enabling legislation in the country. Mr. McAweeney heads our Boise office and has prepared impact fees in over 20 Idaho communities.

**Nick Huff**, will serve as a Project Analyst for this assignment. Mr. Huff has been with TBG for two years and has provided qualitative and quantitative analysis for nearly 10 Idaho communities. Prior to joining TBG, Mr. Huff graduated from Boise State University and worked in the finance industry.

#### **TBG References**

Below are summaries of previous projects that highlight our Team's capacity and ability to complete the County's project. We have only listed projects with which our Project Team members were associated.

#### Nampa, ID - Capital Improvement Plan and Development Impact Fees

Project Contact: Patrick Sullivan

Phone: (208) 468-5445

Email: sullivanw@cityofnampa.us

Ada County, ID - Capital Improvement Plan and Development Impact Fees

Project Contact: Leon Letson





Email: Iletson@adacounty.id.gov

#### Teton County, ID - Capital Improvement Plan and Development Impact Fees

Project Contact: Jade Krueger

Phone: (208) 354-2593

Email: jkrueger@co.teton.id.us

#### City of Idaho Falls, ID - Capital Improvement Plan and Development Impact Fee Study

Project Contact: Kent Fugal Phone: (208) 612-8258

E-mail: kfugal@idahofalls.gov

#### City of Post Falls, ID - Capital Improvement Plan and Development Impact Fees

Project Contact: Bill Melvin Phone: (208) 457-3329

Email: bmelvin@postfallsidaho.org

#### Kellogg, ID - Capital Improvement Plan and Development Impact Fees

Project Contact: Rod Plank Phone: (208) 786-9131

Email: rod.plank@kellogg.id.gov





## **Project Understanding**

Canyon County seeks to explore and implement development impact fees for Jail, Sheriff, Coroner, and Parks & Recreation that meet the requirements of the State of Idaho Impact Fee Act (Idaho State Code § 67-8201, et seq.;), as well as national case law. When preparing the capital improvement plan and recommended development impact fee structure, the TischlerBiseGalena Team will work with County staff to ensure assumptions and methodologies are consistent with recommended Canyon County policy directives and strategic objectives. With decades of development impact fee experience across the nation, the TBG Team has pioneered best practices with a clear trend from generic, cookie-cutter, fee studies to the realization that fees can and should be customized to function as an integral component of the community's strategic plan. Therefore, the TBG Team will be available to function as a key member of the County's management and leadership team, and will be there for the County long after the engagement is over for no charge assistance on administrative and implementation assistance.

## **Project Approach**

Reduced to its simplest terms, the process of calculating development impact 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 TBG excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate development impact fees. 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. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

**Cost Recovery Impact Fee Calculation -** The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. An oversized Public Safety Building is an example.

**Incremental Expansion Capital Impact Fee Calculation** - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development.

**Plan-Based Impact Fee Calculation -** The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are driven by a Facility Master Plan or Capital Improvement Plan. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.



Market Perspective. We bring a unique perspective to this assignment. First, projecting future residential and nonresidential development is more difficult now than in the past due to changes in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. TBG's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations. Depending on the methodology employed, overly optimistic development projections can increase the County's financial exposure if impact fee revenue is less than expected.

Consider a Progressive Residential Impact Fee Schedule. TBG suggests Canyon County consider a fee structure that varies residential impact fees by size of unit. TBG has been the national leader in this movement toward "progressive" fee structures. As part of our demographic analysis conducted as part of this assignment, we will prepare data on factors that vary by housing unit size (i.e., persons per unit and vehicle trips) for consideration prior to development of the fee methodology. Proponents of this approach feel it helps a jurisdiction meet some of its policy objectives related to affordable housing and equity. Ultimately, Canyon County and stakeholders will decide which direction to pursue relative to this policy decision.

Development Impact Fee Advisory Committee. The importance of public outreach when considering development impact fees and infrastructure funding options should not be overlooked. Based upon our experience with development impact fees in the State of Idaho, we anticipate that this study may attract controversy. Therefore, it is important to build a coalition of support early in the process to educate and inform the public and other key stakeholders about the purpose and benefits of the study. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate and to provide clear and compelling logic for public adoption of an impact fee program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate and lead stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees.

## **Work Scope**

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based the State's enabling legislation, as well as national case law.

#### TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with County staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues





#### Meetings:

One (1) on-site visit to meet with Canyon County project staff including appropriate representatives (i.e. Department Heads) from Planning, Sheriff, Jail, Coroner, and Parks.

#### Deliverables from TBG:

Data request memorandum (prepared in advance of meeting).

#### Deliverables from Canyon County:

Available data listed in data request.

#### TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of Canyon County and determine the likely development future in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the County, as well other regional/State sources may serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the Impact Fee Advisory Committee. Our Team will prepare a plan that includes projections of changes in land uses, densities, intensities, and population.

#### Meetings:

Discussions with the relevant staff will be held as part of Task 1, as well as conference calls as needed.

#### Deliverables from TBG:

The TBG Team has prepared a Technical Memorandum discussing the recommended land use factors and projections during the Canyon County Paramedics Impact Fee Study.

#### Deliverables from Canyon County:

After review and sign-off of the memo, a final memorandum will be issued, which will become part of the final Impact Fee Report and Capital Improvement Plan.

#### TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact Fee Report.

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

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

As part of calculating the fee, the County may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for



services provided for and directly related to the construction system improvement; and debt service charges, if the County might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

**Identify Appropriate Level of Service (LOS) Standards.** We will review needs analyses and LOS for each facility type. Activities related to this Task include:

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

#### Meetings:

One (1) meeting with County staff to discuss capital facility needs and levels-of-service. Canyon County project staff including appropriate representatives (i.e. Department Heads) from Sheriff, Jail, Coroner, and Parks.

#### Deliverables from TBG:

Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

#### Deliverables from Canyon County:

Review and sign-off of LOS assumptions.

#### **TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES**

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

#### Meetings:

One (1) meeting with the Advisory Committee and relevant staff to discuss issues related to allocation methodologies and relevant policy issues.

#### Deliverables:





"Storyboard" presentation on fee options.

#### TASK 5: PREPARE CAPITAL IMPROVEMENT PROGRAM (CIP)

This task will reflect an initial CIP for each impact fee category. The CIP will incorporate anticipated new capital facilities due to growth. Also included, as appropriate, will be replacement/retrofit/rehabilitation needs due to existing development. The CIP will represent the best estimates of the consultant team and County staff on the priority, timing, cost, and method of financing.

#### Deliverables:

See Task 8.

#### TASK 6: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of "credits" that are included in the calculation of impact 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 an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

#### Meetings:

One (1) meeting with County budget/finance staff to review other revenues.

#### Deliverables from TBG:

Memoranda as appropriate. See Task 8.

#### Deliverables from Canyon County:

Provide data needs discussed in meeting.

#### TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS

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

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

#### Deliverables:

See Task 8.

#### TASK 8: PREPARE IMPACT FEE AND CAPITAL IMPROVEMENT PLAN, PUBLIC PRESENTATIONS

The TBG Team will prepare a draft report for Canyon County's review. The report will summarize the need for all relevant categories of impact fees in Canyon County and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:





- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A Capital Improvement Plan for each impact fee category
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

#### Meetings:

One (1) meeting with County staff to discuss draft fee results. Canyon County project staff including appropriate representatives (i.e. Department Heads) from Sheriff, Jail, Coroner, and Parks.

One (1) meeting to present the draft Impact Fee Study and Capital Improvement Plan to the County Commissioners.

#### Deliverables:

Draft and final Impact Fee Study.

#### **TASK 9: PUBLIC OUTREACH**

**Development Impact Fee Advisory Committee.** Meetings with various stakeholder groups will allow interested parties, designated by the County, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. Based on our experience, we propose two meetings with this group.

#### Meetings:

Two (2) meetings with DIFAC.

#### Deliverables:

Presentation materials for meetings.

#### TASK 10: ASSISTANCE IN IGA EFFORT WITH CANYON COUNTY CITIES

After the County Commissioners have approved the report and study, County staff will need to approach each city in an effort for the city to collect the Canyon County impact fees within its boundaries. These fees would be transferred to the County periodically to fund the CIPs; however, an intergovernmental agreement (IGA) is needed first. TBG will assist in presentations to jurisdictions and provide review of prepared ordinances and IGAs.

#### Meetings:

Four (4) on-site visits with Canyon County staff and jurisdictional staff.

#### Deliverables:

Presentation materials for meetings.





The table below outlines our project schedule, meetings, and deliverables for this assignment. We will devote the necessary resources to complete the County's assignment in this timeframe.

		July			A	August			Sept	September			Nove	November			December	nber			January	ıry	
Task	1	2	3	4 1	2	3	4	1	2	3	4	=	2	3	4	1	7	3	4	1	2	3	4
Project Initiation														17.									
Prepare Land Use Assumptions and Development Projections																							
Calculate Jail Impact Fee & CIP																							
Calculate Sheriff Impact Fee & CIP																							
Calculate Coroner Impact Fee & CIP																							
Calculate Park Impact Fee & CIP																							
DIFAC and Commissioner Presentations																							
Assistance in IGA effort with Canyon County Cities																							



## Section E: Fee Schedule

The table below summarizes our estimated consultant costs for the tasks reflected in our proposed scope of work. This proposal is fixed fee and includes all project expenses. We have estimated these expenses based on past project experience. However, in case extended effort is required, the contract includes an additional consulting service amount which can be billed with County staff approval.

TBG typically invoices on a monthly basis, based on the percentage complete for each task. Importantly, if after meeting with department staff and there is a recommendation to not continue with an infrastructure type (i.e., parks or coroner) only the initial work for that task will be charged.

Also, the pricing has accounted for the current Canyon County Ambulance District impact fee study. The Ambulance District and Canyon County have the same jurisdictional boundaries so there is overlap and cost-savings for the land use assumptions and adoption tasks. However, since the two bodies are separate entities separate, standalone reports are needed.

PRICING FOR DEVI	ELOPMEN	IT IMPACT F	EE STUDY		
		VEMENT PL			
Project Team Member:		McAweeney	Huff	To	tal
Job Title:	Principal- in-Charge	Project Manager	Project Analyst	Hours	Cost
Hourly Rate	\$220	\$200	\$170		
Task: Project Initiation	0	12	8	20	\$3,760
Task: Prepare Land Use Assumptions and Development Projections	0	6	4	10	\$1,880
Task: Calculate Jail Impact Fee & CIP	8	56	36	100	\$19,080
Task: Calculate Sheriff Impact Fee & CIP	8	56	36	100	\$19,080
Task: Calculate Coroner Impact Fee & CIP	8	32	24	64	\$12,240
Task: Calculate Park Impact Fee & CIP	8	32	24	64	\$12,240
Task: DIFAC and Commissioner Presentations	0	8	4	12	\$2,280
Task: Assistance in IGA effort with Canyon County Cities	0	12	8	20	\$3,760
Subtotal:	32	214	144	390	\$74,320

Additional Consulting Services: \$10,000

Total: \$84,320





### **Principal Office**

4701 Sangamore Road, Suite S240 Bethesda, MD 20816 301.320.6900 x12 carson@tischlerbise.com

#### Idaho Office

999 W Main Street Boise, ID 83702 208.515.7480 colin@tischlerbise.com