

**AGREEMENT
BETWEEN
ZIONS PUBLIC FINANCE, INC.
AND
WEBER COUNTY
FOR
PROFESSIONAL SERVICES**

IMPACT FEE FACILITY PLAN AND IMPACT FEES ANALYSIS

THIS AGREEMENT is made and entered into as of the _____ day of June, 2022, by and between WEBER COUNTY (COUNTY), a body corporate and politic of the State of Utah, and ZIONS PUBLIC FINANCE, INC. (CONSULTANT), a wholly-owned subsidiary of ZB, NA, a corporation authorized to do business in Utah, Taxpayer Identification No. 87-0512988.

W I T N E S S E T H:

WHEREAS, COUNTY desires to obtain engineering services for the Impact Fee Facility Plan and Impact Fees Analysis Update; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting and related services for such; and has been chosen through a competitive process] to contract with COUNTY; and

WHEREAS, COUNTY desires to accept said proposal and to receive the services of CONSULTANT as set forth in said proposal;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

ARTICLE I

SERVICES OF THE CONSULTANT

A. CONSULTANT shall perform such services as are specified by this contract and as are specified by the scope of services set forth in Exhibit A to this contract, attached hereto and incorporated herein. In performing said services, CONSULTANT shall follow practices consistent with acceptable professional and technical standards for work of this nature.

B. CONSULTANT hereby agrees to furnish those services necessary to complete the scope of services specified in this contract. All said services shall be performed by CONSULTANT or by CONSULTANT's associates, employees, or subconsultants under the personal supervision of the Project Manager, designated in Article I, Section C, or such other qualified person as shall be designated by CONSULTANT and approved in writing by COUNTY.

C. Susie Becker will perform or supervise the project on behalf of CONSULTANT as Project Manager. Should she be unable to complete said responsibility for any reason, COUNTY reserves the right to terminate this contract in the event she is not replaced by a person which COUNTY finds satisfactory.

D. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the services specified by this contract.

E. Except as may be delineated in Exhibit A, or except as allowed by COUNTY's Representative in writing, none of the services specified by this contract shall be subcontracted.

F. During the contract period, CONSULTANT shall attend such meetings and public hearings and shall provide such advice as may be required as described in Exhibit A.

G. All materials developed, prepared, completed, or acquired by CONSULTANT during the performance of the services specified by this contract, including all finished or

unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, in both electronic and non-electronic format, shall become the property of COUNTY and shall be delivered to COUNTY during or at the end of the contract period. All such materials shall not be released by CONSULTANT at any time without the prior written approval of COUNTY's Representative. It is understood and agreed that such materials are to be prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Therefore, COUNTY agrees that its use of said materials on other projects shall be at its own risk unless prior thereto CONSULTANT has given its written approval for such use.

H. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that COUNTY's actual project costs, financial aspects, economic feasibility or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. Such variations will be resolved by negotiation between the parties and amendment to this agreement, if needed.

I. CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the

Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

ARTICLE II

MANAGEMENT AND COORDINATION

In order that COUNTY may maintain coordination with the content of the studies completed and the services performed as specified by this contract, it is hereby agreed that the services performed by CONSULTANT hereunder shall be coordinated with COUNTY's Representative, who will be either the County Engineer (currently Gary Myers, P.E.) or the County Engineer's designee.

ARTICLE III

SERVICES OF THE COUNTY

A. The representative designated above shall serve as the sole intermediary between COUNTY and CONSULTANT. Said representative shall receive and examine documents submitted by CONSULTANT and shall render any needed decisions on COUNTY policies or procedures in a prompt manner so as to prevent unreasonable delay in the progress of work to be performed by CONSULTANT under this agreement.

B. COUNTY shall without charge furnish to or make available for examination or use by CONSULTANT, as it may request, all available pertinent information and documents related to the project which COUNTY has available and may legally disclose.

C. COUNTY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT's services. CONSULTANT shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in COUNTY-furnished information.

ARTICLE IV

(RESERVED)

ARTICLE V

TIME SCHEDULE

A. CONSULTANT shall commence its services as specified by this contract upon receipt from COUNTY of written notice to proceed. CONSULTANT shall meet set milestones and complete its work hereunder within the time limits set forth in Exhibit D, except where written notification of variance is received from COUNTY's Representative or except in the event of the occurrence of unforeseeable circumstances beyond the reasonable control of CONSULTANT.

B. It is hereby agreed that CONSULTANT is not required to provide full-time service throughout said period. However, during the entire contract period, CONSULTANT shall commit necessary resources as deemed necessary, within reason, to keep to said schedule.

ARTICLE VI

COMPENSATION

A. Payment to CONSULTANT for its services provided under this contract shall become due upon completion of the same. At the end of each 30-day period during CONSULTANT's performance hereunder, CONSULTANT may request a progress payment based upon work performed and services rendered within that 30-day period. COUNTY shall pay to CONSULTANT the requested payment, if approved, or the undisputed portion thereof within sixty (60) days of the progress payment request. Final payment shall be made when CONSULTANT has submitted the final work product to COUNTY in a manner consistent with

the contract. If COUNTY fails to make a payment within the time specified above, there shall be added to such payment, interest at a rate equal to the percentage rate earned by the County Treasurer on such funds, compounded monthly, commencing on the first day after said payment is due and continuing until payment is made. Interest shall be deemed to be additional to any compensation due CONSULTANT for services provided pursuant to this contract.

B. The payment process described above shall begin only upon submission by CONSULTANT, to COUNTY's Representative, of an invoice or billing signed by the CONSULTANT's Project Manager, including support documents. The invoice or billing may be a hard copy with a wet signature or an electronic document signed digitally (e.g., VeriSign). The invoice or billing shall include an invoice number. Any request for a progress payment shall be denominated as such and shall include the invoice or billing, with support documents, detailing the bill and giving a brief statement of accomplishments and status.

C. The parties agree that the compensation COUNTY shall pay CONSULTANT for performance of the services described in the "Scope of Work" found in Exhibit A shall be made as follows:

COUNTY shall pay CONSULTANT on a lump sum basis with the total payment of FIFTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS \$58,983.00 unless this agreement is amended as specified in Article XI, Section G.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

A. CONSULTANT shall accept full responsibility for the payment of premiums for unemployment insurance and workers' compensation, as well as income tax and social security

deductions and any other taxes or payroll deductions required by law for its employees who are performing services by this contract.

B. CONSULTANT shall procure and maintain the insurance policies required in this article from an insurance company authorized to write casualty insurance in the State of Utah, to protect itself and COUNTY from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under the contract. All insurance policies must be approved and accepted by COUNTY, and excepting the professional liability and workers' compensation policies, will name Weber County as additional insured, and will be issued by a surety authorized to do business in the State of Utah and be rated with an A- or better rating in the most current edition of *Best's Key Rating Guide*.

C. CONSULTANT shall not commence performance under this agreement until it has obtained all insurance required by this article and filed a certificate of insurance or certified copy of insurance policy with COUNTY. Each insurance policy shall contain a clause providing that the insurance company will not cancel coverage without thirty (30) days prior written notice to COUNTY of intention to cancel. The amount of such insurance coverage will not be less than the following:

1. Workers' compensation statutory limits as required by the Workers' Compensation Act of the State of Utah and Employers Liability limits \$1,000,000 per occurrence.
2. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
3. Professional Liability insurance in an amount of not less than \$1,000,000.

4. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverage is required.

Excluding workers' compensation and professional liability coverages, CONSULTANT's insurance coverage shall be a primary insurance. COUNTY's self-insurance or insurance shall be in excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT's failure to comply with policy reporting provisions shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.

D. CONSULTANT agrees to defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claim, arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damage are caused by or result from the negligent or intentional acts, errors, and/or omissions of the CONSULTANT, its agents, employees, and/or subconsultants. CONSULTANT shall not indemnify for default when the delay is beyond the control and without the fault and negligence of CONSULTANT, including but not restricted to, changes in the scope of work, strikes, availability of materials, acts of God or of the public enemy, acts of COUNTY or its representatives or agents, and acts of any other consultant and/or contractor in the performance of a contract with COUNTY.

E. The parties agree that for purposes of this agreement, CONSULTANT, its officers, agents, and employees are not to be regarded as COUNTY employees, and that CONSULTANT is an independent contractor in all respects.

ARTICLE VIII

REMEDIES

A. Time for Completion. The date of beginning and the time for completion of the specified work are essential conditions of this contract. If CONSULTANT shall fail to comply with the time schedule set forth in Article V and Exhibit D, or any extension of time granted by COUNTY, then CONSULTANT shall be in default, unless the failure is beyond the control and without the fault and negligence of CONSULTANT. If CONSULTANT defaults, then COUNTY shall be entitled to the recovery of direct damages, if any, resulting from the default, in addition to any other remedies granted by this contract.

B. Correction of Work. CONSULTANT shall promptly replace and/or re-execute work rejected by COUNTY for failure to comply with this contract, without expense to COUNTY. However, COUNTY shall give expeditious and thorough consideration to all reports and sketches, estimates, drawings and specifications, proposals and other documents submitted by CONSULTANT and shall inform CONSULTANT of any decisions concerning adequacy of the work within a reasonable time.

C. Disputes. If CONSULTANT disputes COUNTY's compliance with any term of this contract, CONSULTANT shall present its claim in writing to COUNTY within ten (10) days of learning of the act or condition that created the dispute, or the claim shall be deemed waived by CONSULTANT. Notice of such claim need not be specific in detail but shall be sufficient to identify the character and scope of the claim. COUNTY shall consider said claim and render its decision thereon in writing not later than ten (10) days following the date notice of said claim was received by COUNTY. In the meantime, CONSULTANT shall proceed with the work as directed by COUNTY. If CONSULTANT is aggrieved by the decision of COUNTY upon its claim, CONSULTANT shall nevertheless comply therewith and complete the work required thereunder, and under this agreement. By giving timely notice of its claim according to this

paragraph, CONSULTANT shall preserve its claim for future proceedings or litigation, if necessary. However, the existence of any dispute shall not serve as reason to terminate or delay the work required under this agreement.

ARTICLE IX

CHANGES

COUNTY may, at any time by written order, and without notice to the sureties, if any, make changes in the concept of the project of this contract, if within its general scope. If such changes cause an increase or decrease in CONSULTANT's cost of, or time required for performance of the contract, an equitable adjustment in price or time will be made and the contract modified in writing accordingly. The equitable adjustment shall be based upon a negotiated price for the change required. All changes shall be set forth in writing, signed by all parties prior to the performance thereof and any changes in price shall be added to or subtracted from the price hereof and billed to COUNTY in accordance with the provisions of Article VI hereof. Except as provided in this contract, no charge for any extra work or materials will be allowed or paid. In determining the equitable adjustment to be paid, the books and records of CONSULTANT pertaining to this agreement shall be made available to COUNTY.

ARTICLE X

TERMINATION

A. COUNTY shall have the right to terminate this agreement in whole, or from time to time, in part, for COUNTY's convenience or because of CONSULTANT's failure to fulfill the contract obligations. COUNTY shall terminate by delivering to CONSULTANT a Notice of Termination specifying the extent to which performance of services under this contract is terminated, and the date upon which such termination becomes effective. In the event the

agreement is terminated by COUNTY prior to full performance by CONSULTANT, CONSULTANT shall be paid for services rendered to the date of termination based upon a percentage of completion of the full performance of this agreement.

B. After receipt of a written Notice of Termination for convenience, CONSULTANT shall:

1. Stop work under the contract upon the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not specifically terminated;
3. Transfer to COUNTY, and deliver to COUNTY, work in process, completed work, completed or partially completed plans, drawings, information and other property (including all electronic files and support files) which would be required to be furnished to COUNTY if the contract had been completed;
4. Terminate all orders and subcontracts to the extent that they relate to performance of work terminated by the Notice of Termination;
5. Assign to COUNTY, in the manner, at the times, and to the extent directed by COUNTY, all of the right, title, and interest of CONSULTANT in any orders and subcontracts so terminated, in which case COUNTY shall have a right, in its discretion, to settle and pay any or all claims arising out of the termination of such orders and subcontracts;
6. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval and ratification of COUNTY to

the extent CONSULTANT may require, which approval or ratification shall be final for all purposes of this clause.

C. After receipt of a written Notice of Termination, CONSULTANT shall submit to COUNTY its termination claim no later than sixty (60) days after the termination of this contract, unless extensions in writing are granted by COUNTY. Upon failure of CONSULTANT to submit its termination claim within the time allowed, COUNTY may determine, on the basis of information available, the amount, if any, due to CONSULTANT by reason of the termination and shall thereupon pay to CONSULTANT the amount so determined.

D. In the event of termination for convenience, the amounts due CONSULTANT from COUNTY shall be determined as follows:

1 There shall be included all costs and expenses reimbursable in accordance with this contract, not previously paid to CONSULTANT for the performance of this contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of, or as directed by, COUNTY; and

2 There shall be included so far as not included under (1) above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the contract.

E. With the exception of work completed prior to receipt of the Notice of Termination, in no event shall all termination claims and payments described herein exceed the value of work left to be completed as of the date of receipt of the Notice of Termination.

ARTICLE XI

MISCELLANEOUS

A. No Officer or Employee Interest. No officer or employee of COUNTY shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of CONSULTANT nor any member of their families shall serve on a COUNTY board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises CONSULTANT's operations, or authorizes funding to CONSULTANT. No officer, employee, or member of the governing body of COUNTY, or of the locality or localities in which the project governed by this contract takes place, shall (1) participate in any decision relating to this contract which affects his or her personal interest or the interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this contract or the proceeds thereto.

B. Assignability. CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY.

C. Interest of CONSULTANT. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed as specified in this contract. CONSULTANT further covenants that in the performance of said services no person having any conflict of interest shall be employed.

D. Equal Employment Opportunity. CONSULTANT, by entering into this agreement, or any person acting in its behalf, agrees that it shall not, because of race, color, sex, religion, age, disability, marital status, sexual orientation, ancestry, or national origin, discriminate in the engagement or employment of any professional person or any other person

qualified to perform the services required under this agreement or any subagreement executed in the furtherance thereof.

E. Contingent Fees. CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee or commission resulting from award of this contract. For any breach or violation of this provision, COUNTY shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

F. Affidavit. A sworn affidavit may be required to be submitted by each officer, employee, or agent of CONSULTANT who has been in contact or communicated with any officer, agent, or employee of COUNTY during the past calendar year concerning the provision of these services. The affidavit shall contain the following statement.

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding for these consultive services by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the governing body of the County, or in violation of applicable law."

G. Amendments. Unless otherwise provided for in this agreement, all changes, including any increase or decrease in the amount of CONSULTANT's compensation, time schedule, or scope of services, which are mutually agreed upon by and between COUNTY and CONSULTANT, shall be incorporated in written amendments to this contract and signed by the

parties hereto. No alteration or variation in the terms of this agreement shall be valid unless made in writing as required herein.

H. Default. If either party defaults in the performance of the agreement or any of its covenants, terms, conditions, or provisions, the defaulting party shall pay all costs and expenses which may arise or accrue from enforcing the agreement or from pursuing any remedy provided thereunder.

ARTICLE XII

EXHIBITS AND SPECIAL PROVISIONS

A. Exhibits Included:

1. Exhibit A, Scope of Work.
2. Exhibit B, Hourly Rate Schedule
3. Exhibit C, Cost Estimate
4. Exhibit D, Schedule

B. Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire agreement between COUNTY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this agreement to be duly executed as of the day and year first set forth above.

WEBER COUNTY

By: _____
Commission Chair

Recommended for Approval:

Gary Myers, P.E.
County Engineer

ATTEST:

By: _____

Title: _____

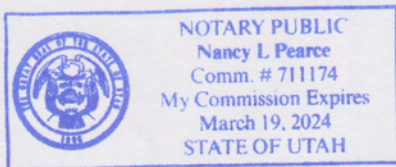
CONSULTANT:
ZIONS PUBLIC FINANCE, INC.

By: Susan C Becker
Title: Vice President

STATE OF UTAH)
 : §
County of Davis)

On this 21st day of June, in the year 2022, before me,
(notary name) Nancy Pearce, a notary public, personally appeared,
(signer name) Susan Becker, proved on the basis of satisfactory evidence to be
the person(s) whose name is subscribed to this instrument, and acknowledged (s)he executed the
same.

Witness my hand and official seal.



Nancy Pearce
NOTARY PUBLIC

Weber County



Impact Fee Facility Plan and Impact Fees Analysis Proposal-Solicitation #22-095



Attachment B

Weber County RFP Form

1. **Respondent Information:** Provide the following information about yourself and your company.

Respondent Name: Zions Public Finance, Inc.

(Note: give exact legal name as it will appear on the contract, if awarded.)

Address: 1 S. Main Street, 18th Fl

City: Salt Lake City State: UT Zip Code: 84133

Telephone No: 801-844-7373 Fax No: _____

Business Structure:

Individual or Sole Proprietorship

Partnership

Corporation

Other; list business structure: _____

2. **Contact information:** List the one person who Weber County or their representative may contact concerning your proposal.

Name: Susie Becker

Address: 1 S. Main Street, 18th Fl

City: Salt Lake City State: UT Zip Code: 84133

Telephone No: 801-844-8310 Fax No: _____

Email: susan.becker@zionsbancorp.com

3. **References:** Give names of three people with whom you have worked on past projects of similar nature.

A. Name: John Borget

Address: 351 W. Center Street

City: Provo State: UT Zip Code: 84601

Telephone No: 801-852-6504 Fax No: _____

Email: jborget@provo.utah.gov

B. Name: Mark Christensen

Address: 1307 N Commerce Drive, Ste 100

City: Saratoga Springs State: UT Zip Code: 84045

Telephone No: 801-766-9793 Fax No: _____

Email: markc@saratogaspringscity.com

C. Name: Jed Briggs

Address: 445 Marsac Avenue

City: Park City State: UT Zip Code: 84060

Telephone No: 435-615-5183 Fax No: _____

Email: jbriggs@parkcity.org

Executive Summary and Letter of Transmittal

Zions Public Finance Inc. (ZPFI) enthusiastically submits this Proposal to provide Weber County with consulting services for Impact Fee Facilities Plans (IFFPs) and Impact Fee Analyses (IFAs). For this project we have teamed with Ensign Engineering and Horrocks Engineers to complete the following portions of this project.

System	ZPFI	Ensign	Horrocks
Storm Water	IFA	IFFP	
Public Roadway	IFA		IFFP
Trails	IFFP and IFA		
Sewer	IFA	IFFP	

We feel our team is uniquely qualified to assist the County in this important project for the following reasons:

- The consultants at ZPFI completed the County's prior impact fees and recently amended its sewer impact fee. We are well aware of many issues/circumstances that are unique to Weber County, including the Ogden Valley and West Weber service areas, outstanding bonds, categorization of trails countywide, etc. We feel this background will allow us to move quickly and efficiently in updating your impact fees;
- ZPFI stays current on the issues surrounding impact fees in Utah, has previously been asked to testify before the Utah Legislature on impact fees, and can ensure that Weber County's impact fees are defensible and in line with today's standards;
- Zions is the financial advisor to Weber County and, as such, is uniquely qualified to analyze the financial credits that must be made for outstanding or contemplated bonds related to the specific utilities for which impact fees are proposed;
- Susie Becker is a registered Municipal Advisor licensed with the Securities and Exchange Commission (SEC) and qualified to provide impact fee oversight, financial advice, plan capital funding scenarios, and provide insights related to bond issuance in connection with the calculation of impact fees;
- Our financial models are highly interactive. As part of the process, we sit down with our clients and show impacts to the calculations from varying assumptions, such as timing of capital projects, inflation, growth, etc.; and
- We have extensive experience drafting fees for rapidly-growing areas such as Herriman, Saratoga Springs, Lehi, Syracuse and American Fork. We understand the importance of carefully evaluating future growth projections.

We look forward to the opportunity of working with the County on this important project.

Best Regards,



Susie Becker
Vice President, Zions Public Finance, Inc.

Detailed Response

Qualifications

Susie Becker of ZPFI will act as Project Manager and will be the primary contact for the County. Susie will ensure that the project stays on schedule, and she will coordinate with the engineers and the County. All IFPPs and IFAs will be prepared in accordance with the Impact Fee Act to ensure fees are defensible and calculated fairly and accurately.

Zions Public Finance, Inc. Firm Overview



Zions First National Bank was founded in Salt Lake City in 1873 and continues its legacy of strength and stability as one of the oldest financial institutions in the Intermountain West. To bring value to individuals, small-to middle-market

businesses, nonprofits, corporations and institutions, Zions Bank provides a wide range of traditional banking and innovative services. Zions Bank is a division of ZB, N.A., which operates in nearly 500 local financial centers across 11 Western states: Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. ZB, N.A.'s parent company is Zions Bancorporation, which is included in the S&P 500 and NASDAQ Financial 100 indices (NASDAQ: ZION).

Our department, ZPFI, is comprised of a team of 21 professionals committed to providing unparalleled service to municipal entities, local districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: 1) financial advisory to assist governmental entities in the bonding and disclosure/ reporting process; and 2) municipal consulting services focusing on economic development, planning, real estate development advisory and fee-related services.

Our Municipal Consulting Group, an integral part of ZPFI, is well known and respected throughout the Intermountain Region for its leadership in impact fee and user rate analyses, economic development, redevelopment, market analysis, real estate development advisory, capital facility finance planning, feasibility studies and fiscal/economic impacts analysis.

ZPFI PAST CLIENT REFERENCES		
Provo City	Saratoga Springs	Park City
Project Experience: City-wide Impact Fees	Project Experience: City-wide Impact Fees	Project Experience: City-wide Impact Fees
John Borget	Mark Christensen	Jed Briggs
Director, Administrative Service	City Administrator	Budget Operations & Strategic Planning Manager
801.852.6504	801.766.9793	435.615.5183
jborget@provo.utah.gov	markc@saratogaspringscity.com	jbriggs@parkcity.org

IMPACT FEE ANALYSIS PAST PROJECT EXPERIENCE- ZPFI										
Entity	Water	PI	Storm	Sewer	Parks	Roads	Power	Police	Fire	Total
Alpine	x	x								2
American Fork	x	x	x	x	x	x		x	x	8
Ash Creek SSD				x						1
Ash Creek SSD 2018				x						1
Bear River Water	x									1
Brian Head	x			x		x		x		4
Brigham City	x		x	x	x	x	x			6
Cedar Hills	x	x		x	x	x		x	x	7
City of Chubbuck, Idaho					x			x	x	3
Clearfield	x		x	x						3
Clinton	x		x	x	x	x		x	x	7
Coalville	x	x	x	x	x	x				6
Cottonwood Heights			x			x				2
Eagle Mountain	x		x	x	x	x	x			6
Enoch	x	x	x	x	x	x		x	x	8
Farmington City 2015			x		x	x				3
Farmington City 2018			x			x				2
Farmington City 2019	x		x			x				3
Grand County					x	x		x	x	4
Harrisville					x	x		x		3
Heber Valley Sewer				x						1
Herriman	x	x	x		x	x		x	x	7
Hi-Country Estates	x									1
Highland	x	x		x	x	x		x	x	7
Hyrum	x	x		x	x	x				5
Jordanelle SSD 2015	x			x						2
Jordanelle SSD 2018	x			x						2
Ivins								x	x	2
Koosharem	x									1
Layton	x				x	x				3
Lehi City 2015	x		x	x	x	x		x	x	7
Lehi City 2018	x	x	x	x	x	x	x	x	x	9
Lindon	x			x	x	x				4
Marriott-Slaterville		x		x	x	x		x		5
Manila	x			x						2
Millcreek City					x					1
Moab	x									1
Morgan City				x			x			2
Mountain Green Fire									x	1
Mountain Regional 2015	x									1

IMPACT FEE ANALYSIS PAST PROJECT EXPERIENCE- ZPFI										
Entity	Water	PI	Storm	Sewer	Parks	Roads	Power	Police	Fire	Total
Mountain Regional 2019	x									1
North Davis Fire District									x	1
North Fork SSD	x									1
North Summit Fire District									x	1
No. Tooele County Fire									x	1
North View Fire									x	1
North View Fire 2018									x	1
North Village SSD 2015	x			x						2
North Village SSD 2018	x									1
Orem	x		x	x	x	x		x	x	7
Park City	x									1
Park City Fire District									x	1
Park City Fire District 2018									x	1
Payson								x	x	2
Perry City (Pointe Perry)	x	x	x		x			x	x	6
Plain City					x			x		2
Pleasant Grove			x		x					2
Pleasant View	x				x					2
Powder Mountain 2016	x			x						2
Powder Mountain 2018	x			x						2
Providence						x				1
Provo	x		x	x	x	x		x	x	7
Provo 2021				x						1
Rexburg, ID					x	x		x	x	4
Riverton	x	x	x		x	x			x	6
Rockville Springdale Fire									x	1
Roy	x		x		x					3
Santaquin City	x	x		x		x		x	x	6
Saratoga Springs	x	x	x	x	x	x		x	x	8
Snyderville Basin Rec District					x					1
South Davis Sewer District				x						1
South Jordan	x		x		x	x		x	x	6
South Valley Sewer District 2013				x						1
South Valley Sewer District 2015				x						1
South Weber	x			x	x	x		x	x	6
Springville		x	x		x	x				4
St. George	x	x	x	x	x	x	x	x	x	9
Stansbury Park Improvement District	x			x						2
Summit County						x				1
Syracuse		x	x			x		x	x	5

IMPACT FEE ANALYSIS PAST PROJECT EXPERIENCE- ZPFI										
Entity	Water	PI	Storm	Sewer	Parks	Roads	Power	Police	Fire	Total
Taylorsville			x		x				x	3
Taylorsville-Bennion 2013	x		x							2
Taylorsville-Bennion 2014	x		x							2
Timpanogos SSD				x						1
Timber Lakes Water SSD	x									1
Tremonton City	x		x	x	x			x	x	6
Unified Fire Service Area									x	1
Unified Fire Service Area 2019									x	1
Washington Co. Water	x	x								2
Washington Terrace	x		x	x	x				x	5
Wasatch County					x	x		x	x	4
Weber County			x	x	x	x				4
Total Fees	50	18	31	39	40	37	5	28	37	287

Ensign Firm Bio

Ensign Engineering and Land Surveying is a full-service engineering firm specializing in civil and structural engineering, municipal services and land surveying. Ensign began its business as a land surveying firm in 1987. We have the resources to work on any size and complexity of project, yet we are small enough to be flexible and responsive to our clients' needs. We have completed several Impact Fees, including

Ensign Engineering Project Experience: Grantsville Water CFP, IFFP, and IFA Update 2022

For Grantsville City, Ensign has provided calculations, and evaluations for a thorough study to develop an up-to-date and complete Capital Facilities Plan, Impact Fee Facilities Plan and associated Impact Fee Analysis updates for parks and trails, storm drainage, sewer, roads, public safety, drinking water, wastewater, and water rights.

ENSIGN PAST CLIENT REFERENCES	
Grantsville	Grantsville
Jesse Wilson	Sherrie Broadbent
City Manager	Finance Director
435.884.4632	435.884.3411
jwilson@grantsvilleut.gov	sbroadbent@grantsvilleut.gov

HORROCKS



ENGINEERS

Founded by Gilbert Horrocks in 1968, Horrocks Engineers Inc. has a long history and reputation as an innovative civil engineering firm. The company is committed to planning and designing transportation systems, water systems, sewer systems, storm drain systems, treatment plants, and communities that will stand up to the demands of growth. By understanding economic trends, projecting community growth, and staying ahead of the engineering technology curve, we believe that our work not only connects people with needed infrastructure, but also helps to create an intelligent and planned connection to the future.

Horrocks Engineers has over 775+ employees in 20 offices, including six locations in Utah. We have the ability to assign the staff required to provide specialty expertise and perform large engineering projects, while remaining familiar with each client's needs on an upper management level basis. These combinations of attributes enable us to be responsive and diligent to the needs of each project regardless of size and complexity.

Key Personnel



Susie Becker – Vice President, AICP | Zions Public Finance, Inc. | Project Manager

For the past 28 years, Susie has specialized in economic consulting, planning, fees and cost of service analysis. She has been the lead consultant on some of the largest and most challenging projects in the intermountain region. Susie is currently working on funding mechanisms for the large Point of the Mountain project that spans Salt Lake and Utah counties, has testified before the Governor's Legislative Task Force on impact fees and on economic policies and procedures in Utah, has been involved with numerous general plan and economic strategic plans, as well as the creation of a multitude of community reinvestment areas and fee studies. She chaired the public-private partnerships committee for the State's Economic Plan and was part of the committee developing that Plan. Her experience stretches from issues such as affordable housing concerns in resort communities like McCall, ID, to redevelopment of a large deteriorating commercial center in Mesa, AZ – the Fiesta District. Susie has written numerous fees of all types, including impact fees, business license fees, planning and development fees, utility rates, recreation fees, cemetery fees, etc. Within the past few years, Susie has assisted the following communities with impact fees: Herriman, Provo, Orem, Murray, Farmington, Clinton, Clearfield, Heber Valley Special Service District, American Fork, South Salt Lake, Syracuse, Granger-Hunter Improvement District, Snyderville Basin Special Recreation District, Marriott-Slaterville, Mr. Olympus Improvement District, Harrisville, South Weber, Springville, Rexburg ID, Layton, Moab, Morgan, Saratoga Springs, Clearfield, Park City and Perry. She has a MBA degree, AICP and a securities license (Series 50 and 52).



Aaron Montgomery – Asst. Vice President | Zions Public Finance, Inc.

Aaron specializes in impact fees, utility rate studies, real estate advisory, economic analysis, and business licensing fee studies. He also provides in-depth geographic analysis through utilizing his skills in GIS to provide detailed examination of project areas and comprehensive research of the information within project boundaries. Aaron prepares concise reports and presentations which effectively convey findings and recommendations. He has received B.S. degrees in finance and economics with a minor emphasis in management information systems.

**Megan Weber Anderson – Senior Financial Analyst | Zions Public Finance, Inc.**

Megan has thirteen years of experience in municipal consulting with emphasis on preparation of impact fee analyses and user rate analyses for water, sewer, roads, and storm systems as well as impact fee analyses and impact fee facilities plans for police, fire, and parks & recreation. Megan’s primary focus is financial analysis, report writing, presentation preparation, and familiarity with the Utah and Idaho Impact Fees Acts.

**Seth Benson – Financial Analyst | Zions Public Finance, Inc.**

Seth is a recent addition to the ZPFI team joining the team at the beginning of 2022. Seth specializes in GIS, impact fee analyses, utility rate studies, and economic analysis. He provides detailed reports, financial analysis, comprehensive research for impact fee studies and uses his knowledge in GIS to create visually appealing maps and identify trends.

**Robert J. Rousselle – P.E. LEED AP - Associate | Ensign Engineering**

Robert has 17 years of experience with district and municipal projects entailing water and sewer master plans, capital facilities plans, impact fee analyses, sewer and water modelling, funding, permitting, lift stations, sanitary sewer lines, booster pump stations, water lines, drinking water and irrigation wells, water storage tanks, and construction administration. He works on projects starting at the funding stage all the way through planning, design, and construction.

**John Dorny, PE – Principal-in-Charge | Horrocks Engineers**

John has 22 years of experience in traffic engineering/transportation planning throughout the western US. John has managed over 100 traffic/transportation-related projects. John has performed Area and Master Plans in both rural and metropolitan areas, including Morgan County, American Fork, Tremonton, Syracuse, Layton, Spanish Fork, Springville, Salem, Saratoga Springs, Orem, Lehi, West Jordan, Riverton, Rexburg, ID, and Reno, NV.

**Kevin Croshaw – Project Manager | Horrocks Engineers**

Kevin has over seven years of experience at Horrocks, focusing on planning and design projects. He specializes in transportation planning and has also worked on infrastructure planning projects. Kevin is experienced in traffic studies, parking studies, traffic engineering, roadway design, traffic signal design, and traffic modeling. He has also become proficient in TMPing and Impact Fee Facilities planning. Over the last five years, he has completed over 10 master planning and impact fee-related projects throughout the Wasatch Front.

Detailed Discussion

A. Consultant's Understanding of Project Requirements

The consultants at Zions Public Finance, Inc. have extensive experience spanning decades with impact fee calculations in Utah. In fact, Susie Becker has been involved with impact fees since their inception in Utah. Our team stays actively involved and up to date with changes to the impact fee legislation and engages in discussions with the development community, home builders' associations across the State, and the attorneys involved with impact fees. ZPFI will ensure all impact fees are calculated accurately and in accordance with the Impact Fees Act and we will assist the County through the entire process to ensure no part of the impact fee process is neglected or overlooked.

B. Scope of Work and Project Schedule

All IFFPs and IFAs will follow the requirements of Utah law and will be legally defensible. Generally speaking, the IFFP is the technical engineering-type document that identifies existing service levels, proposed service levels, any excess capacity in the existing system, new facilities required (with apportionment of capacity to growth within the next 10 years) and cost of construction.

The IFA builds on the IFFP by using the information provided to calculate proportionate share to various types of development based on the benefits received. The IFA must also make credits for any outstanding bonds and future projects that cover deficiencies that benefit existing development. More information about the IFFPs and IFAs are included below.

Trails Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) - ZPFI

- *Growth in Demand* – Most entities only charge trails impact fees to residential development. We will work with the County to carefully document future anticipated growth that creates demand for trail facilities.
- *Existing Service Levels* - The existing service level used in the IFFP is often less than an entity's overall service level because it can only include system (not project) improvements, does not generally include gifted facilities or facilities obtained through grants, donations, shared use of facilities where the County is not the owner, etc. A detailed inventory of existing facilities is required for this task and we have a great head start by beginning with the inventory that we prepared several years ago for the County's current Trails Impact Fees.
- *Proposed Service Levels* – Through discussions with County staff and review of existing trails planning documents, ZPFI will identify the community's preferred service levels. The IFFP will then carefully document how the proposed service level was selected and explain how or why it differs from the County's existing level of service, if applicable, and how that will affect the impact fee calculation.
- *Excess Capacity* - Through the IFFP planning process, excess capacity will be identified in any such facilities. It is our experience that most communities do not have excess capacity in their trails system and desire to raise service levels in the future. This was our experience with the County's past impact fees.

- *Additional Facilities Needed for New Growth* – The IFFP will identify a range of facilities which the County could construct in the near term (within six years of when impact fees are collected). The level of service for trails will be calculated in terms of dollar amounts and the County will then have some flexibility in how trail impact fee funds are spent, as long as they are spent for the types of capital facilities identified in the IFFP.
- *Proportionate Share Calculation* - Trail impact fees are calculated on a per capita basis, and then multiplied by an average household size so that fees can be charged on a residential unit basis.
- *Credits* – Credits must be made for any outstanding bonds so that new development is not charged twice.
- *Special Considerations* – Problems we have noticed with many trail impact fees, but which we will correctly address in our study, are as follows:
 - Failure to distinguish between project and system improvements
 - Failure to identify properties acquired through gifts, grants, donations, etc.
 - Method of funding for trails which could impact credits

Sewer and Storm Water Impact Fee Facilities Plans (IFFPs) – Ensign Engineering

For the Storm and Sanitary Sewer Impact Fee Facilities Plan (IFFP or Plan) Ensign will prepare the plan in accordance with Title 11, Chapter 36a-301 of the Utah Code which includes the following items:

- Creating an inventory of existing facilities
 - Ensign plans to meet with Weber County staff early in the process to obtain existing information and discuss any capital improvement projects listed in the previous IFFP along with projects not listed in the plan.
 - The inventory of existing facilities for sewer will utilize the existing information from the 2016 Weber County Sewer IFFP and Sewer Master Plan along with any additional information since 2016. Ensign has a copy of the existing IFFP and Master Plan.
 - The inventory of existing facilities for storm drain will utilize the existing information from the 2018 IFFP along with previous plans as referenced in the 2018 IFFP. Ensign has a copy of the 2018 IFFP, but has assumed that the referenced plans in the 2018 IFFP will be provided by the County.
 - Ensign will utilize information from Weber County, Central Weber Sewer Improvement District (CWSID) and the Utah Geospatial Resource Center (UGRC) for sewer and storm drain base maps.
- Identifying the existing level of service (LOS)
 - Sewer (2016 IFFP)
 - Sewer trunk line capacity was evaluated using 400 gallons per day per equivalent residential unit (ERU) with a peaking factor of two (2).
 - Velocity = Min. 2-feet per second (fps) with $n=0.013$
Per Utah Administrative Code (UAC) R317-3-2.3(D)(2)
 - Minimum pipe slopes
Per UAC R317-3-2.3(D)(4)

- Storm Drain (2018 IFFP)
 - 10-year storm event to evaluate the storm drain capacity for the initial system (roadside ditches, curb and gutter, and storm drains)
 - 100-year storm event to evaluate the storm drain capacity (areas where homes may be flooded and on major channels, swales, culverts, and regional detention/retention facilities)
 - Undeveloped Flow Rate = 0.10 cubic feet per second (cfs)/acre
- Identifying the proposed LOS
 - Sewer
 - Ensign will revisit the LOS with the County with input from CWSID to determine if the proposed LOS should be adjusted. The following are a few ways we will review the LOS:
 1. Consult with CWSID to determine if a peaking factor of two (2) is still a good value for designing sewer trunklines in the area.
 2. Utilize “State Values” Utah Administrative Code, UAC R317-3-2, which are 100 gpd/capita. 2020 Census data lists Weber County with an average household size of 2.96. This would then equate to 296 gpd/ERU.
 3. Review existing sewer flow data into the wastewater treatment plant to determine the average daily flow sewer flow rate (gpd/ERU).
 4. Review metered monthly drinking water data to determine an average daily demand and then utilize an 80% reduction to determine average daily sewer flow.
 - Storm
 - The existing level of service is widely used throughout Utah. However, Ensign will meet with the County to determine if any adjustments need to be made.
- Determining the excess capacity of existing facilities to accommodate future growth at the proposed LOS
 - Ensign will utilize information from the previous study with updated demographics data to determine the excess capacity of existing facilities to accommodate future growth.
- Determining additional facilities required at present and to accommodate future growth
 - Ensign will use projected growth in the 10-year and 20-year planning period along with the proposed LOS to determine additional facilities required.
 - Cost estimates will be calculated for each improvement with the cost estimates including construction price, land acquisition, improvements, materials, planning, surveying, and engineering costs.
- Determining method of financing needed facilities
- Solicit and document input from all stake holders and affected entities during the IFFP process.

Sewer and Storm Water Impact Fee Analyses - ZPFI

- *Incorporate Assumptions from IFFPs* – The IFAs will be consistent with the IFFPs in every way. The same growth projections, level of service, future capital projects, and other key assumptions used in the IFFP will be incorporated into the IFAs.

- *Proportionate Share* – ZPFI will allocate the costs among the demand units, including costs for any existing capacity, as well as the proportionate share of new construction costs attributable to new development within the next 10 years.
- *Credits* – Credits must be made against the gross impact fee for outstanding bonds, as well as the portion of new facilities that will benefit existing development (i.e., cure existing deficiencies). If these credits are not made properly, new development will pay twice – once through impact fees, and then again through rates that will have to be raised to cover the cost of the new facilities.

Public Roadway Impact Fee Facilities Plan - Horrocks

We will use the current Transportation IFFP and General Plans as the basis for the updated traffic analysis required for the updated IFFP document. This allows the team to be efficient with the project budget while providing updated traffic volumes throughout the County. We will coordinate with County staff to input any recent count data completed throughout the County as well as updated UDOT count data. Horrocks also houses a full-service data collection team with over 20 pneumatic tube and 30 cameras. We will review recent count data completed in Weber County and use these as inputs as well. We assume that no additional or new data is required to be collected for this analysis. As we complete the analysis, we will coordinate with County staff if we believe additional traffic data is required. This data will be used to establish the updated existing Level of Service (LOS) for Collector and Arterial Roadways.

For future traffic projections, growth trends and projected development throughout the County can be very difficult to estimate with generalized growth values. Horrocks has access to the WFRC Travel Demand Model (TDM) and the Statewide TDM that is used to traffic analysis and planning throughout the Wasatch Front and the State of Utah. Within these are socioeconomic data for small Traffic Analysis Zones (TAZs) throughout the county. We will review the project growth for each TAZ with County staff to ensure appropriate growth for each TAZ is captured. This allows the model to be run quickly and efficiently without multiple iterations.

With future traffic projections, Horrocks will use the current Transportation IFFP document and General Plans as a base to begin determining the prioritized project list. We will work with County staff and review the traffic analysis to determine all updates to the current project list. Horrocks has served the Wasatch Front for over 50 years and utilize our experience and knowledge to provide the projects and timelines that fit the needs of the County. For all projects, Horrocks will provide cost estimates that includes project costs, Right-of-Way (ROW), improvements, planning, surveying, engineering fees, etc.

Once the projects and costs are determined, Horrocks will determine the cost attributable to the next 10-years of growth per the Utah Code Annotated §11-36a-101, et seq. Horrocks will investigate what costs that can be attributed to excess capacity and the benefits already received for current projects as well as coordinate with County staff and local stakeholders to ensure the most accurate costs are provided to complete the Impact Fee Analysis (IFA) .

Horrocks has an excellent working relationship with Susie Becker and ZPFI. We have completed over 10 IFAs in the State of Utah over the last eight years together. With this experience comes efficiency in preparing and adopting updated impact fees. Our documents work hand-in-hand and save cities/counties time and effort coordinating between the required IFFP and IFA documents.

Public Roadway Impact Fees Analysis - ZPFI

- *Growth in Demand* – Growth in demand will come from increased average daily trips (ADTs) or PM peak hour trips. Which of those two measures will be used as the “demand unit” for the transportation impact fees will be determined by the engineers.
- *Service Levels* – The IFFP will state the existing and proposed service levels and then will identify steps needed to maintain the desired service level which will carry over into the IFA.
- *Excess Capacity* – Excess capacity on system roads (generally considered to be arterials and collectors) will be identified in the IFFP. If excess capacity is found, we will work with the County to research the actual costs of these roads. Buy-in costs on existing roads can be included in the calculation of impact fees if there is excess capacity.
- *Additional Facilities Needed for New Growth* – The IFFP will identify new roads, signals, turn lanes, additional lanes, etc., needed to serve new growth. We will look closely at the capacity of those roads, the amount of capacity to be consumed in the next 10 years and new construction costs. Note that costs must be carefully considered to include only those costs incurred by growth in the County, to disallow for pass-thru trips, and to account for any current deficiencies in roads.
- *Proportionate Share Calculation* - Roadway impact fees are calculated on a cost per ADT (or PM peak hour trip). These costs are then multiplied by the average number of trips, per development type, as researched by the Institute of Transportation Engineers (ITE Manual).
- *Credits* – Credits must be made for outstanding bonds so that new development is not charged twice.
- *Special Considerations* – Problems we have noticed with many roadway impact fees, but which we will correctly address in our study, are as follows:
 - Failure to exclude pass-thru trips, projects that correct current deficiencies, and portions of roadway improvements funded through other sources;
 - Failure to correctly identify roadway capacity and the portion of capacity to be consumed by new development within the next 10 years; and
 - Failure to credit for outstanding transportation bonds or current roadway deficiencies.

We will present the reports in a PowerPoint format to staff, County Council, etc., as requested by the County and will be available to answer any questions at a public hearing. As requested in the RFP, hourly rates will be applied for meetings, separate from the fees proposed to prepare each IFFP and IFA.

Project Schedule

We estimate 4-6 weeks to complete an IFA after receiving the respective IFFP for roads, sewer and storm water. For trails, we estimate a total schedule of 8 weeks to complete the IFFP and IFA. We suggest establishing a clear timeline at the beginning of this process (kickoff meeting) for milestones of this project and we also propose biweekly coordination calls with the County to keep this project on track and on schedule.

Resumes of Key Personnel



Education

Master of Business Administration,
University of Utah
MBA Ace and Dean's Scholar
Bachelor of Arts, Humanities,
Brigham Young University

Public Service and Affiliations

Municipal Securities Registered
Representative
American Institute of Certified
Planners (AICP)
University of Utah Business School
Alumni Association Board of
Directors
Urban Land Institute, Mentor
Utah Redevelopment Association
Utah Economic Alliance
Utah League of Cities and Towns,
Land Use Task Force
WFRC Economic Development

Selected Presentations

"Downtown Revitalization," Utah
League of Cities and Towns
"Basics of Market Analysis," Main
Street Annual Conferences
"Weathering the Economic Storm,"
Utah League of Cities and Towns
"Redevelopment in Utah," Utah
County and Davis County Economic
Alliance
"The Marriage of CDAs and SAA's,"
Utah League of Cities and towns
"Downtown Revitalization and
Economic Development,"
University of Utah School of
Architecture
"Economics and Planning," Utah
League of Cities and Towns
"Economic Development Policies and
Practices," Governor's Economic
Task Force and Utah Economic
Alliance
"Rate Sustainability Amid COVID-19,"
AWWA

Susan C. Becker, AICP

Vice President

Zions Public Finance, Inc. | Municipal Consulting Group

For the past 28 years, Susie has specialized in fee studies and economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the intermountain region, including funding mechanisms for the large Point of the Mountain project that spans Salt Lake and Utah counties, has testified before the Governor's Legislative Task Forces on economic policies and procedures in Utah and in impact fees, has been involved with numerous fee studies, as well as the creation of a multitude of community reinvestment areas. Her experience stretches from issues such as affordable housing concerns in resort communities like McCall, ID, to redevelopment of a large deteriorating commercial center in Mesa, AZ – the Fiesta District to utility rates for a newly-incorporated entity. She has a MBA degree, AICP and a securities license (Series 50 and 52). Susie's project experience includes:

- Weber County, Roadway IFA and Trails IFFP and IFA
- Timpanogos Special Service District (TSSD) Impact Fees and Rates
- Mountain Regional Water Rates and Impact Fees
- Lehi Culinary Water and PI Rates
- Mt. Olympus Improvement Dist. IFA and Rates (ongoing)
- Granger-Hunter Improvement Dist. IFA and Rates (ongoing)
- Farmington Impact Fees – Water, Storm and Roads
- Clearfield City Culinary Water, Sewer and Storm Rate Impact Fees and User Rates
- Saratoga Springs Storm and Sewer User Rates, Parks and Recreation, Public Safety, Storm Water and Transportation Impact Fees
- Moab Water and Sewer Rates and Impact Fees
- Syracuse Impact Fees
- Herriman User Rates and Impact Fees
- Layton Park and Transportation Impact Fees
- Marriott-Slaterville Secondary Water Fees
- Orem City Impact Fees
- Provo City Impact Fees
- Plain City Impact Fees
- Pleasant View Culinary Water & Storm Water IFAs and Rates
- South Weber Culinary Water and Sewer IFAs and User Rates
- North Salt Lake Culinary Water and PI User Rates
- Salem City Water and PI Rates
- Park City Impact Fees
- Heber City Utility Rates
- Riverton Fire Impact Fees
- Unified Fire Service Area Impact Fees
- Santaquin Water and PI Rates
- SBSRD Impact Fees
- Millville Water IFA
- Uintah Water IFA



Education

Bachelor of Science, Finance
Utah State University
Bachelor of Science,
Economics
Utah State University

Aaron C Montgomery **Assistant Vice President**

Zions Public Finance, Inc. | Municipal Consulting Group

During his time with ZPFI, Aaron has specialized in real estate advisory, economic analysis, and utility rate and business licensing fee studies. He also provides in-depth geographic analysis through utilizing his skills in GIS to provide detailed examination of project areas and comprehensive research of the information within project boundaries. Aaron prepares concise reports and presentations which effectively convey findings and recommendations.

In his past projects, Aaron has demonstrated that he has the ability to apply his knowledge of GIS to uncover additional trends which were applicable to the scope of the report. He has also proved his ability to utilize GIS tools to create maps that not only present relevant data but are also visually appealing to the recipient.

A sampling of project experience includes:

- Orem City Fee Study
- Mountainland Association of Governments Comprehensive Economic Development Strategy Update 2018
- Draper Housing Plan
- Alcoholic Beverage Control 2018 Master Plan Update
- Millard County Landfill Study
- Syracuse Antelope Drive Corridor Market Study
- Marriott-Slaterville Business Licensing Fee Study
- Taylorsville 5400 South Market Valuation
- Clearfield Market Analysis
- American Fork Meadows Crossing Economic Impacts
- Snyderville Basin Special Recreation District Needs Assessment
- Summit County Landfill Study

**Education**

Bachelor of Science,
Brigham Young
University - Idaho

Megan Weber Anderson**Senior Financial Analyst**

Zions Public Finance | Municipal Consulting

Megan has thirteen years of experience with Impact Fee and User Rate Analyses for water, secondary water, sanitary sewer, and storm systems as well as Impact Fee Analyses and Impact Fee Facilities Plans for public safety and parks & recreation. Megan joined the Zions Public Finance Municipal Consulting Group in 2011. Megan's primary focus is financial analysis, report writing, presentation preparation, and familiarity with the Utah Impact Fees Act in order to ensure all Impact Fee Analyses completed by our team are done so in accordance with the Act.

Megan volunteered for a decade on the Water For People committee, the charity of AWWA, helping with local fundraising efforts which benefit Water For People projects globally.

Megan graduated from Brigham Young University-Idaho in 2007 with a Bachelor of Social Work.

A sampling of project experience includes:

- Weber County, Sanitary Sewer and Storm Drain Impact Fee Analyses
- Herriman City, Culinary and Secondary User Rate Analyses and Impact Fee Analyses
- Riverton City, City-wide Impact Fee Analyses
- American Fork City, City-wide Impact Fee Analyses
- City of Orem, Culinary Water, Sanitary Sewer, and Public Safety Impact Fee Analyses
- Chubbuck City, Idaho, Public Safety and Parks & Recreation Impact Fee Analyses and Capital Improvement Plans
- Provo City, Water, Sewer, and Public Safety Impact Fee Analyses
- Park City Fire District, Public Safety Impact Fee Facilities Plan and Impact Fee Analysis
- North View Fire District, Public Safety Impact Fee Facilities Plan and Impact Fee Analysis

**Education**

Bachelor of Science,
Economics
Utah State University

Seth A Benson
Financial Analyst

Zions Public Finance, Inc. | Municipal Consulting Group

Seth is a recent addition to the ZPFI team joining the team at the beginning of 2022. Seth specializes in GIS, impact fee analyses, utility rate studies, and economic analysis. He provides detailed reports, financial analysis, comprehensive research for impact fee studies and uses his knowledge in GIS to create visually appealing maps and identify trends.

Seth recently graduated from Utah State University with a Bachelor of Economics and a minor in Psychology.

A sampling of project experience includes:

- GHID Water and Sewer Impact Fee Analyses
- Heber Police Impact Fee Analysis
- Saratoga Springs Rate Models
- Eagle Mountain Economic Plan
- San Juan County Sales Leakage Analysis
- Nibley Transferable Development Rights Analysis
- West Bountiful Tax Increment Financing Models
- Salt Lake HOME American Rescue Plan Program-Research and Analysis
- Saratoga Springs Business License Fees
- Cache County General Plan
- Central Iron County Water Conservancy District Rate Model

ROBERT J. ROUSSELLE, P.E. LEED AP – Associate



Education

B.S. in Civil Engineering

University of Wyoming, 2005

Registration

Professional Engineer

Utah, 2011

(Additional 5 states)

#7885569-2202

Certification

Water Rights

Utah, 2020

#20180410

Professional Associations

*American Society of Civil Engineers
(ASCE)*

*Utah City Engineers Association
Member*

*Construction Documents Technologist,
2010*

LEED Accredited Professional, 2008

Summary of Experience

Robert has 17 years of experience with district and municipal projects entailing water and sewer master plans, capital facilities plans, impact fee analyses, sewer and water modeling, funding, permitting, lift stations, sanitary sewer lines, booster pump stations, water lines, drinking water and irrigation wells, water storage tanks, and construction administration. He works on projects starting at the funding stage all the way through planning, design and construction.

Relevant Experience

- Grantsville Water CFP, IFFP, IFA Update, Grantsville, UT
- Grantsville Drinking Water and Sewer CFP, IFFP, and IFA Update, Grantsville, UT
- Grantsville City Marshall Well, Grantsville, UT
- Grantsville Water Conservation Plan Update 2022, Grantsville, UT
- Water Line Replacement Feasibility Study Great Salt Lake State Park, Magna, UT
- Magna LNG Facility Offsite Improvements, Magna, UT
- Magna LNG Controls Building - Water and Sewer Services, Magna, UT
- Grantsville City Capital Facilities Plan and Impact Fee Analysis for Water Sewer, Public Safety and Parks, Grantsville, UT*
- Grantsville City Storm Water and Roadway/Transportation Impact Fee Feasibility Report, Grantsville, UT*
- Grantsville City Sewer Flow Monitoring and Projections, Grantsville, UT*
- Elk Ridge City Capital Facilities Plan and Impact Fee Updates for Water, Sewer, Public Safety and Parks, Elk Ridge, UT*
- Stansbury Park Improvement District Water and Sewer Master Plan, Stansbury Park, UT*
- Hyrum City Wastewater Impact Fee Study, Hyrum, UT*

*Projects completed while with another firm.



JOHN DORNY, PE

Principal-in-Charge

John has 22 years of experience in traffic engineering/transportation planning throughout the western US. John has managed over 100 traffic/transportation-related projects. John has performed Area and Master Plans in both rural and metropolitan areas, including Morgan County, American Fork, Tremonton, Syracuse, Layton, Spanish Fork, Springville, Salem, Saratoga Springs, Orem, Lehi, West Jordan, Riverton, Rexburg, ID, and Reno, NV.

EDUCATION

B.S. in Civil
Engineering, Brigham
Young University

UTAH LICENSE/ CERTIFICATION

Utah PE No. 362134

RELATED PROJECT EXPERIENCE:

- TMP and IFFP, Salem City, UT
- TMP and IFFP Update, American Fork, UT
- TMP, CFP, and IFFP Update, Springville, UT
- I-15 Davis County; 600 N to Farmington, UT
- TMP and ATP, Grantsville, UT
- General Engineering, Grantsville, UT
- Informed Streets, Grantsville, UT
- TMP Update, Orem, UT
- TMP, Cottonwood Heights, UT
- 400 West 1200 South Roundabout Redesign, Orem City, UT
- Wasatch Pallet RR Abandonment Proposal, Spanish Fork City, UT
- Highway Program Management, West Davis, UT
- I-15 North Interchange Study, Provo, UT
- General Engineering, Midway City, UT
- I-15; Lehi Main - SR-92 Tech Corridor Project Management, Lehi, UT
- Park City Transportation T&M, Park City, UT
- South Koloa Town Development, Koloa, HI
- Bangerter Highway at 6200 South, Taylorsville and West Jordan, UT
- General Engineering, Saratoga Springs, UT
- 1600 North/1200 West Environmental Services, Orem, UT
- Rexburg IFFP/IFA, Rexburg, ID
- TMP Update, Saratoga Springs, UT
- Washington Fields Development TIS, St. George, UT
- I-15 NB; Bangerter Highway to I-215, Salt Lake County, UT



KEVIN CROSHAW, PE

Project Manager

Kevin has over seven years of experience at Horrocks, focusing on planning and design projects. He specializes in transportation planning and has also worked on infrastructure planning projects. Kevin is experienced in traffic studies, parking studies, traffic engineering, roadway design, traffic signal design, and traffic modeling. He has also become proficient in TMPing and Impact Fee Facilities planning. Over the last five years, he has completed over 10 master planning and impact fee-related projects throughout the Wasatch Front.

EDUCATION

M.S. in Civil
Engineering, University
of Utah

B.S. in Civil
Engineering, University
of Utah

UTAH LICENSE/ CERTIFICATION

UT PE No. 10484815

RELATED PROJECT EXPERIENCE:

- TMP, Salem, UT
- MP and IFFP, Eagle Mountain, UT
- TMP and IFFP Update, American Fork, UT
- TMP, CFP, and IFFP Update, Springville, UT
- TMP, Uintah, UT
- CFP and IFFP, South Weber, UT
- TMP and IFFP Update, American Fork, UT
- TMP and IFFP Update, Springville, UT
- TMP, Logan, UT
- TMP, Orem, UT
- IFFP, Orem, UT
- TMP, Madison County, ID
- TMP, Layton City, UT
- 2017 Transportation CFP and IFFP, South Weber, UT
- 2040 TMP and Capital IFFP, West Jordan, UT
- U of U Campus Parking and TMP, Salt Lake City, UT
- Park City Transportation T&M, Park City, UT
- TMP, Tremonton, UT
- UVU MTP, Utah County, UT
- TMP Update, Saratoga Springs, UT
- TMP and IFFP Update, Uintah City, UT
- TIS and Traffic Signal Warrants, Saratoga Springs, UT
- Informed Streets, Mapleton, UT
- Informed Streets, Grantsville, UT
- Rexburg TMP, IFFP, Rexburg, ID
- Grantsville TMP, Grantsville, UT

Exhibit B & C

Sample Cost Proposal (1)

COST PROPOSAL

Zions Public Finance, Inc.

Trails IFFP/IFA, Public Roadway IFA, Sewer IFA, Storm Water IFA

Cost is to be submitted based on the following:

Hourly Rate (Name/Title): Susie Becker- \$ 225 per/hr.
Vice President, ZPFI
Number of Hours 28

Hourly Rate (Name/Title): Megan Anderson- \$ 150 per/hr.
Sr. Financial Analyst, ZPFI
Number of Hours 14

Hourly Rate (Name/Title): Aaron Montgomery- \$ 125 per/hr.
Asst. Vice President, ZPFI
Number of Hours 96

Hourly Rate (Name/Title): Seth Benson- \$ 75 per/hr.
Financial Analyst, ZPFI
Number of Hours 73

Hourly Rate (Name/Title): \$ per/hr.
Number of Hours

Hourly Rate (Name/Title): \$ per/hr.
Number of Hours

Total \$ 25,875.00

(Any deviation from this format may result in disqualification of proposal)

In compliance with the RFP, the total costs above do not include meeting costs. Attendance at meetings will be billed hourly according to the hourly rates shown above and will also exclude travel time as requested in the RFP.

Sample Cost Proposal (1)

COST PROPOSAL
Horrocks Engineers
Public Roadway IFFP

Cost is to be submitted based on the following:

Hourly Rate (Name/Title): John Dorny	\$ 223	per/hr.
Principal-in-Charge, Horrocks		
Number of Hours	12	
Hourly Rate (Name/Title): Kevin Croshaw	\$ 166	per/hr.
Project Manager, Horrocks		
Number of Hours	16	
Hourly Rate (Name/Title): Engineer-in-Training	\$ 99	per/hr.
Horrocks		
Number of Hours	54	
Hourly Rate (Name/Title): Engineering Staff	\$ 61	per/hr.
Horrocks		
Number of Hours	90	
Hourly Rate (Name/Title):	\$ _____	per/hr.
Number of Hours	_____	
Hourly Rate (Name/Title):	\$ _____	per/hr.
Number of Hours	_____	
Total	\$ 16,168.00	

(Any deviation from this format may result in disqualification of proposal)

In compliance with the RFP, the total costs above do not include meeting costs. Attendance at meetings will be billed hourly according to the hourly rates shown above and will also exclude travel time as requested in the RFP.



Ensign Engineering and Land Surveying

Weber County Sewer and Storm Water Impact Fee Facilities Plans

Project Schedule

ID	Task Name	Duration	Start	Finish	
0	Weber County Sewer and Storm Water Impact Fee Facilities Plans - Project Schedule	70 days	Wed 6/29/22	Tue 10/4/22	
1	Impact Fee Facilities Plan (IFFP)	70 days	Wed 6/29/22	Tue 10/4/22	
2	Kick-off Meeting	1 day	Wed 6/29/22	Wed 6/29/22	
3	Identify the Existing and Proposed Level of Service for Each Facility	5 days	Mon 7/11/22	Fri 7/15/22	
4	Identify the Proposed Level of Service for Each Facility	5 days	Mon 7/11/22	Fri 7/15/22	
5	Meet with County Staff to Review and Finalize Level of Service for Each Facility	1 day	Tue 7/19/22	Tue 7/19/22	
6	Identify Existing Deficiencies and Surpluses	5 days	Wed 7/20/22	Tue 7/26/22	
7	Identify Present and Future Demands	10 days	Wed 7/27/22	Tue 8/9/22	
8	Identify Capital Improvements Necessary to Correct Deficiencies	5 days	Wed 8/10/22	Tue 8/16/22	
9	Meet with County Staff to Review Capital Improvements Projects (CIP)	1 day	Wed 8/17/22	Wed 8/17/22	
10	Identify Impact Fee Eligible and Non-Eligible Improvements and Potential Funding Sources	5 days	Thu 8/18/22	Wed 8/24/22	
11	Prepare Engineer's Estimates of Probable Cost for Improvements	5 days	Thu 8/25/22	Wed 8/31/22	
12	Prioritize and Schedule Each CIP Within 10-year and 20-year Planning Period	5 days	Thu 9/1/22	Wed 9/7/22	
13	Review Prioritized Capital Improvement Projects with County Staff and Commissioners	1 day	Tue 9/13/22	Tue 9/13/22	
14	Finalize IFFP Analysis and Writeup	15 days	Wed 9/14/22	Tue 10/4/22	

Project: Weber County Sewer Date: Thu 6/16/22	Task		Inactive Task		Manual Summary Rollup		External Milestone		Meeting Task	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Progress			
	Summary		Manual Task		Finish-only		Manual Progress			
	Project Summary		Duration-only		External Tasks		Critical Path Task			