

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 3, SERIES 2015**

**A RESOLUTION APPROVING PROFESSIONAL SERVICES  
AGREEMENT WITH BBC RESEARCH AND CONSULTING**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, attached hereto as Exhibit A is the Professional Services Agreement Between the Town of Timnath and BBC Research and Consulting (the “Agreement”); and

**WHEREAS**, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**

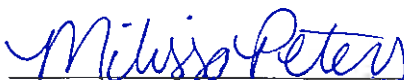
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 12, 2015.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, Town Clerk



**EXHIBIT A**  
**AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**THE TOWN OF TIMNATH**  
**and**  
**BBC RESEARCH & CONSULTING**

This Professional Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned contractor, hereinafter the "Contractor", and both collectively referred to from time to time herein as the "Parties".

**WHEREAS**, the Town desires to retain Contractor for the services as described herein; and

**WHEREAS**, the Contractor desires to be retained by the Town for the services as described herein.

**NOW, THEREFORE**, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

**1. BASIC TERMS:**

**A. Name, Address, and Phone Number of the Parties.**

a. *Town:*

Town of Timnath  
4800 Goodman Street  
Timnath, Colorado 80547  
Phone: 970-224-3211

b. *Contractor:*

BBC Research & Consulting  
1999 Broadway, Suite 2200  
Denver, Colorado 80202  
Phone: 303-321-2547

**B. Scope of Services.** The scope of services shall be as set forth in **ATTACHMENT A** to this Agreement.

**C. Compensation.** The services set forth in this Agreement shall be completed for an amount of **\$19,000**. Not later than the **tenth (10th) of each month**, Contractor shall submit an invoice to the Town for the prior month's services.

**D. Term.** The term commences on the Commencement Date and terminates on the Termination Date as hereinafter defined.

Notwithstanding anything contained herein to the contrary, and consistent with Article X, Section 20 of the Colorado Constitution, the Town's payment obligations for any renewal term do not constitute a multi-year fiscal obligation of the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Timnath Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein.

**E. Commencement Date.** The "Commencement Date" is **January 1, 2015** and is when the services described in this Agreement are to commence.

**F. Termination Date.** The "Termination Date" of this Agreement is **May 1, 2015**.

**G. Approval by the Town Council.** This Agreement \_\_\_ is \_\_\_ **X** is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

**H. Termination.** Either Party may terminate this Agreement upon **thirty (30) days** written notice to the other.

**2. CONTRACTOR NOT EMPLOYEE.** Contractor is an independent contractor and not an employee, partner or agent of the Town.

**As an Independent Contractor you are not entitled to workers' compensation benefits and that as an Independent Contractor you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.**

The Contractor shall, at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Contractor or Independent Contractor's employees be considered employees or agents of the Town.

**3. INDEMNIFICATION.** Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or

representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

**4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE.** Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least **\$1,000,000.00** and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

**5. DOCUMENTS.** All documents prepared or furnished by Contractor (and independent professional associates and sub consultants) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for **ninety (90) days** after final payment under this Agreement and shall be retained and available for audit purposes for at least **five (5) years** after final payment hereunder.

**6. TABOR.** Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding **December 31**.

c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

**7. CONFIDENTIALITY.** The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

**8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES.** "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

(II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

(I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the Town within **three (3) days** that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within **three (3) days** of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such **three (3) days** the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) The Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5.102(5).

(3) If the Contractor breaches this **Section 8**, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

(4) The Contractor shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of

the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every **three (3) months** until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

## **9. MISCELLANEOUS.**

**A. Severability/Governing Law.** This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

**B. Entire Agreement.** It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

**C. Waiver and Modification.** The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach by Contractor of any term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

**D. Headings.** The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.



**E. Time.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

**F. Corporate Authority.** If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

**G. Notices.** Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in **Section 1**, above;

b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in **Section 1**, above; or

c. Within **twenty-four (24) hours** after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in **Section 1**, above.

Either party may change such address by **fifteen (15) days** written notice to the other provided; however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

**H. NON-ASSIGNMENT.** This Agreement is an agreement for services by which Contractor was selected for Contractor's special expertise. This Agreement may not be assigned by either Party.

**I. LAWFUL PRESENCE AFFIDAVIT.** If a natural person, the undersigned shall complete the attached Lawful Presence Affidavit, **ATTACHMENT B**.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 26<sup>th</sup> day of January, 2015.

**TOWN OF TIMNATH**

By: April D. Getchius  
April D. Getchius

Title: Town Manager

**ATTEST:**

Milissa Peters  
Milissa Peters, Town Clerk

**CONTRACTOR:**

BBC Research & Consulting

By: [Signature]

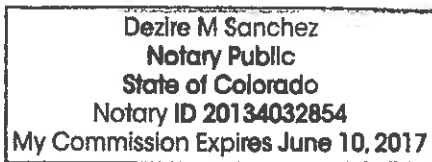
Title: Managing Director

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing **Professional Services Agreement** was acknowledged before me this 26 day of January, 2015 by April D. Getchius as the Town Manager of the Town of Timnath.

Witness my hand and official seal.

My commission expires: June 10, 2017



Dezire M Sanchez  
Notary Public

4800 Goodman Street

Timnath, CO 80547  
Address

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing **Professional Services Agreement** was acknowledged before me this 2nd day of February, 2015 by Adam Orens as the Contractor.

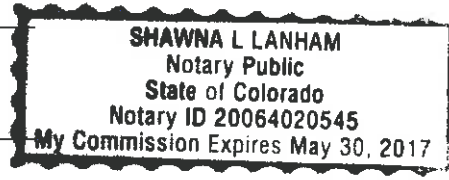
Witness my hand and official seal.

My commission expires: MAY 30, 2017

Shawna Lanham  
Notary Public

847 Snowberry St.

Longmont, CO 80503  
Address



**ATTACHMENT A**  
**(Scope of Services)**



September 16, 2014

Mr. Don Taranto  
President  
TST, Inc. Consulting Engineers  
*Via Email*

**Re: 2014 Impact Fee Update—Town of Timnath**

Dear Mr. Taranto:

This letter follows our phone conversation and associated email correspondence and presents BBC Research & Consulting's (BBC) proposal to update the town of Timnath's impact fees.

### **Background**

In 2002, BBC completed police; public buildings; storm drainage; parks, open space, and trails; and streets impact fees for the town of Timnath. Since that time, the town has grown from approximately 300 residents to nearly 1,200 and has opened retail locations for major national brands. Timnath is a unique town that offers a small town community with access to urban centers and amenities in nearby Fort Collins and Loveland. Because of its location and desirability, Timnath expects growth patterns to continue. As a result of the increase in local development activity, town staff desires an update of the now twelve-year-old fee study.

### **Project Approach**

BBC has successfully developed impact fees for municipalities in five Rocky Mountain States (Arizona, Colorado, Idaho, Nevada and Utah). Our methodology includes:

- Analysis of current infrastructure service standards and identification of the growth-related portion of town infrastructure plans;
- Incorporation of updated Capital Improvements Plans (CIP); and
- An updated impact fee model with a future forecast of residential and commercial growth.

For a complete list of BBC's impact fees projects since 2000, see Appendix A.

## Scope of Work

We will update current town impact fees to support the cost of growth-related police; public buildings; storm drainage; parks, open space, and trails; and streets infrastructure in the town of Timnath.

We propose the following five tasks that we have used successfully to calculate impact fees for other jurisdictions in the Rocky Mountain West.

### Task I. Project initiation

- **Task I-1.** Contract execution.
- **Task I-2.** Formalize schedule and public input process (if necessary), via conference call.
- **Task I-3.** "Kick-off" meeting with TST, Inc. Consulting Engineers and the town of Timnath.

### Task II. Analysis of current conditions, current financing systems, infrastructure requirements and new system options

- **Task II-1.** Collect and review available data on current service levels for use in providing an introduction to service delivery issues and for developing infrastructure expansion cost estimates and service delivery standards.
- **Task II-2.** Review and evaluate current long-term capital financing systems.
- **Task II-3.** Review and evaluate Timnath's long-term infrastructure requirements, as defined in the most recent CIP, recognizing the four sources of infrastructure demand: repair/replacement of existing facilities; betterment of town service standards; institution of new services; and expansion of facilities for new development. This task will include interviews with town staff to derive the growth-related portions of future capital projects. We envision a data transfer from the town in advance of the kick-off meeting and these interviews will be held in Timnath.

### Task III. Update analysis of current and future land use

- **Task III-1.** Collect data on current land use patterns in Timnath, including the acreage and square footage of different types of commercial land uses and the numbers and types of housing units.
- **Task III-2.** Evaluate any existing projections or development trends, including population projections that indicate current direction of development in terms of physical locale and types of land use development.
- **Task III-3.** Based on the above information, generate calculations documenting current development in Timnath and forecast of future development over the next 10 to 20 years, depending on availability of data.

**Task IV. Calculation of preliminary development fees**

- **Task IV-1.** Calculate preliminary fees. This will include the following steps:
  - Quantify capital costs (data from Task III).
  - Quantify unit costs (data from Task III to derive \$/unit or \$/sq.ft.).
  - Determine land to development conversion ratios.
  - Prepare fee schedules and spreadsheets.
  - Define benefit areas if appropriate.
  - Develop a preliminary fee schedule.
  - Submit a draft report.
  
- **Task IV-2.** Meet with town staff and to present the preliminary fee schedule and gather feedback.

**Task V. Impact fee system final design and documentation**

- **Task V-1.** Final impact fee development.
  - Review and finalize fees.
  - Final report.

During the course of this scope of work, we will make two trips to Timnath to conduct: (1) the project initiation, data collection, department staff interviews and (2) present updated impact fees to town council and staff.

**Proposed Budget**

We can complete this study for a fixed fee of \$19,000 including all professional time and expenses. It is important to remember that our contract cost can be included in the fee calculations so that the participating jurisdictions recover the expense quickly. Figure 1 on the following page summarizes our proposed budget according to the town's task descriptions.

**Figure 1.  
Proposed Budget**

Task Descriptions	Price per Task
Project Management & Meetings	\$1,500
<b>Review &amp; Update Existing Fee Categories</b>	
Police Impact Fee	\$3,500
Public Buildings Impact Fee	3,500
Storm Drainage Impact Fee	3,500
Parks, Open Space, and Trails Impact Fee	3,500
Streets Impact Fee	3,500
<b>Total Budget</b>	<b>\$19,000</b>

## Schedule

Our extensive impact fee experience in the Rocky Mountain West will allow us to complete this study for the town rather quickly.

As a national firm, BBC has the capacity to devote significant research, analysis and production resources to the proposed project. We can begin immediately upon your notice to proceed. We can produce a draft report in eight weeks. The schedule thereafter depends on town council agendas. We will finalize the project schedule following our initial meeting during Task I of the scope.

The budget and schedule presented above anticipate town of Timnath staff involvement throughout the project, specifically in the following three areas:

- Attendance at meetings with the study team to facilitate project management;
- Participation in data collection, particularly in tasks II and III; and
- Review of draft and final fees to ensure accurate interpretations of local government data.

While large amounts of staff time will not be needed, timely staff involvement will be necessary to adhere to the schedule provided above.

Mr. Taranto, thank you for contacting us to update the town's impact fees. Please feel free to call me at 303.321.2547, extension 249 with any questions or comments regarding this engagement letter.

Sincerely,



Adam D. Orens  
Director



## Appendix A

The following table lists BBC's impact fee clients and studies since 2000.

**Figure A-1.**  
**BBC Impact Fee Projects**

Client/Location of Study	State	# of Studies	Public Safety	Parks & Recreation	Streets	Other
Arapahoe County	CO					x
Aspen	CO		x	x	x	x
Aspen Fire Protection District	CO	(2)	x			
Aspen School District	CO					x
Aurora	CO		x	x	x	x
Bellevue	ID					x
Bennett	CO		x	x		
Bennett Fire Protection District	CO	(2)	x			
Bennett School District	CO					x
Berthoud	CO			x	x	x
Black Hawk	CO		x	x		
Boise	ID		x			
Boulder County	CO					x
Caldwell	ID	(2)	x	x	x	
Carbondale	CO		x	x	x	x
Carey	ID					x
Cascade	ID				x	x
Castle Rock	CO					x
Central City	CO		x	x	x	x
Chandler	AZ	(6)	x	x	x	x
Chandler Unified School District	AZ					x
Donnelly	ID		x	x	x	x
Douglas County	CO					x
Draper	UT		x	x	x	
Driggs	ID		x	x	x	
Dublin	OH	(2)		x		x
Eagle River Fire Protection District	CO		x			
Eagle Valley Library District	CO					x
Eaton	CO				x	
Edgewater	CO		x			
Edgewood	NM				x	x
Elbert County	CO	(2)	x	x	x	
Elbert Fire Protection District	CO		x			
Elizabeth Parks & Recreation District	CO			x		
Emmett	ID		x	x	x	
Erie	CO					x
Evans	CO		x			
Fountain Hills	AZ		x	x	x	x
Fountain Hills Unified School District	AZ					x
Gilbert	AZ	(2)	x	x		x
Goodyear	AZ	(3)	x	x	x	x
Gypsum	CO				x	

Figure A-1, Continued.  
BBC Impact Fee Projects

Client/Location of Study	State	# of Studies	Public Safety <sup>1</sup>	Parks & Recreation	Streets <sup>2</sup>	Other <sup>3</sup>
Hudson	CO		x	x	x	
Jefferson County	ID	(2)	x	x	x	x
Jerome City	ID		x	x	x	
Jerome County	ID		x	x	x	
Kiowa	CO		x	x	x	
Kiowa Fire Protection District	CO		x			
Kootenai County	ID		x	x	x	x
Kuna	ID		x	x	x	x
Larkspur	CO					x
LaSalle	CO				x	
Littleton	CO		x	x	x	x
Longmont	CO					x
Loveland	CO	(3)	x	x	x	x
Lyon County	NV		x		x	x
McCall	ID		x	x	x	x
Meridian	ID	(2)	x	x	x	
Middleton	ID		x	x	x	
Mortgage Finance Authority	NM	(2)				x
Moscow	ID		x	x	x	x
Mountain Home	ID		x	x	x	
Nampa	ID	(3)	x	x	x	x
Pagosa Water & Sanitation District	CO					x
Parker	CO		x	x	x	x
Payette City	ID		x	x	x	x
Payette County	ID		x	x	x	
Prkin County	CO	(2)			x	x
Post Falls	ID					x
Rattlesnake Fire Protection District	CO	(2)	x			
Rexburg	ID					x
Rigby	ID		x	x	x	x
Rio Rancho	NM					x
Salt Lake City	UT	(3)	x	x	x	
Shoshone County	ID		x		x	
Star	ID		x	x	x	
Strasburg Fire Protection District	CO	(3)	x			
Teton Fire Protection District	ID		x			
Timnath	CO		x	x	x	x
Tolleson	AZ		x	x	x	x
Twin Falls	ID		x	x	x	x
Vail	CO		x			
Valley County	ID		x	x	x	
Wylie	TX	(2)	x			

Notes:

(1) Includes police, fire and EMS fees.

(2) Includes streets, bridges, transit and streetlight fees.

(3) Includes utility, general government, storm water, school, library, and oil & gas transportation fees plus fee critiques and expert witness work.

# Adam D. Orens

## Director

Adam Orens is a Director at BBC Research & Consulting. His areas of expertise include public finance, real estate development feasibility analysis and regional economics. He also has experience in residential and commercial market analysis and impact fee design. Mr. Orens has completed numerous studies that analyze the relationships between demographics, land use, economic development and public and private revenue and expenditure. Mr. Orens received his undergraduate degree in economics from Rutgers University and has a master's degree in agricultural and resource economics from Colorado State University. Mr. Orens' research has been recognized by the *White House Council on Environmental Quality* and the *Washington Post*. He is published in the book *Mountain Resort Planning and Development in an Era of Globalization* and the peer-reviewed journal *Tourism Economics*.

### Relevant Project Experience

- **Impact Fees.** Conducted impact fee studies and cost of growth analyses in numerous communities across the western U.S. Calculated impact fees using both the forward-looking capital improvement plan approach, and backward-looking current service standard approach. Mr. Orens has contributed to impact fee and system development fee studies for transportation, police, fire, parks, recreation, water, wastewater and general government facilities for municipalities, counties and special districts.
- **County Oil and Gas Transportation Impacts.** Along with a transportation engineering firm, Mr. Orens conducted a study that projects future oil and gas drilling scenarios, associated truck traffic and resulting transportation capital and maintenance costs for calculation of cost recovery fees. The study also provides projections of oil and gas related property tax and severance tax revenue for each scenario. Mr. Orens completed this study for Douglas, Boulder and Arapahoe Counties between 2012 and 2014.
- **Comprehensive Plans.** Recent comprehensive plan clients include the communities of Montrose, Commerce City, Grand Junction, Fruita, Rifle and Garfield County, Colorado; as well as Williams County, North Dakota. As part of the planning team, Mr. Orens provided economic trend analysis and forecasts and information regarding the fiscal and economic consequences of land use alternatives.
- **Grand Junction/Mesa County Fiscal Impacts of Urbanization.** Developed a spreadsheet-based fiscal impact model for Grand Junction and Mesa County that offers insight into how differing land uses and alternative city annexation and development strategies will influence the city's and county's long term financial position.

## Adam D. Orens (continued)

- **Colorado Department of Transportation Energy Impacts.** Mr. Orens conducted a statewide analysis of how energy development will impact the state's highway systems. This analysis includes forecasts of natural gas, coal bed methane, oil and uranium development as well as large solar, wind and biofuel power projects and correlates energy development activity to transportation demand and employment.
- **Englewood, Colorado Retail Assessment.** Currently engaged with the city of Englewood providing retail market assessments for 10 potential retail redevelopment sites. The study includes a demographic and market analysis along with detailed site evaluations. The city will prioritize its retail redevelopment efforts based on the findings of the study.
- **Fort Collins, Colorado Housing Affordability Index.** Researched the components that drive housing prices and assessed the adequacy of the affordable housing stock for the City of Fort Collins, Colorado. Created a model that compiled housing costs and isolated several municipal factors that influence affordability. The model is used to set municipal building and impact fees at appropriate levels as to mitigate adverse effects on housing affordability.
- **US Department of Defense Retail and Recreation Business Planning.** Currently providing business planning and market assessment services for recreation, retail and community service facilities for the DoD. Mr. Orens provides project validation assessments of proposed new facilities on military installations for all branches of armed forces. Mr. Orens provides market and financial expertise and teams with an architecture firm that evaluates physical constraints for each development project.
- **Seedco Economic Development Plan.** BBC developed neighborhood-level market studies to create an organizational and city-wide economic development strategy for Seedco Financial, a national non-profit economic development organization in Denver, Colorado. Mr. Orens' primary role on the project was to provide demographic and market studies for each neighborhood targeted in the study.
- **North Colorado Springs Retail Feasibility and Impact Analysis.** Evaluated the retail market potential of the growing northern Colorado Springs area for a large retail project. Research included a geographic market area analysis and a fiscal impact study.
- **Greenwood Village Center, Development Feasibility and Fiscal Impact Study.** Evaluated the feasibility of creating a city center around a newly developed transit stop. Developed a financial model that projects city revenues and costs generated by the proposed development based projections of development absorption and phasing. The model also calculates the incremental tax revenue that could be used to fund public improvements.

### Education

M.S. Agricultural & Resource Economics, Colorado State University, 2004.

B.A. Economics, Rutgers University, 2000.

