

## INDIVIDUAL PROJECT ORDER NUMBER 2023 RIF Update

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Sanger (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated \_\_\_\_\_, which is incorporated herein by reference.

### **Identification of Project:**

**Project Name:** RIF Update  
**KH Project Manager:** Brandon Forsythe  
**Project Number:**

### **Specific scope of basic Services:**

#### **Task 1 - Project Management**

- 1.1 *Project Status Reports and Invoicing.* Kimley-Horn will prepare and submit monthly status reports regarding project schedule and critical tasks and prepare monthly invoices.
- 1.2 *Project Meetings.* Kimley-Horn will prepare for and attend up to four (4) meetings with City staff. It is anticipated that two (2) will be spent discussing land use assumptions and two (2) will be spent discussing the CIP and max fee. All meetings are assumed to be virtual.

#### **Task 2 – Land Use Assumptions**

- 2.1 *Data Collection.* Kimley-Horn will coordinate with the City to obtain the following data:
  - 2.1.1 *City Contacts* – The City will provide the organization structure and contact information for the applicable City staff involved with the land use assumptions.
  - 2.1.2 *Comprehensive Master Plans* – The City will provide the Sanger 2040 Comprehensive Plan.
  - 2.1.3 Available demographic projections.
  - 2.1.4 *Maps* – The City will provide Kimley-Horn with available GIS shapefiles. Data should include:
    - 2.1.4.1 Current Zoning Map;
    - 2.1.4.2 Future Land Use Map;
    - 2.1.4.3 City Limits and ETJ Map.
- 2.2 *Service Area Boundaries.* Kimley-Horn will review the current service area for roadway impact fees and work with City staff to revise the service area boundaries (if necessary). Kimley-Horn anticipates the one service area adopted will remain similar to the currently adopted Roadway Impact Fee Study.
- 2.3 *Land Use Assumptions.* Kimley-Horn will provide City staff with an overview of the information required as part of the Land Use Assumptions for Impact Fees. This task will focus on growth projections for the next ten years which will either be determined by planned development information, or determining a City wide growth rate. All residential units shall be reported by the number of dwelling units; while all non-residential units shall be classified as number of square feet of floor area for Basic, Service, and Retail employment.

### Task 3 – Roadway Impact Fee Update

- 3.1 *Data Collection.* Kimley-Horn will collect the following data:
  - 3.1.1 *Thoroughfare Plan* – Kimley-Horn will utilize the most recent thoroughfare plan adopted by the City. GIS shapefiles, databases, and layering information shall be provided.
  - 3.1.2 *Traffic Counts* – The City shall provide available data (current and historical) for all roadway segments on the current Master Thoroughfare Plan. Kimley-Horn will collect traffic count information available from TxDOT for state highway facilities.
  - 3.1.3 *Historical Project Costing Information* – The City shall provide Kimley-Horn with available data on the actual City costs for previously completed roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth.
- 3.2 *10-Year Growth Projections and Capacity Analysis.*
  - 3.2.1 Kimley-Horn will use the service area boundaries established as part of Task 2. In consultation with City staff, Kimley-Horn will determine land use categories to be included in the land use vehicle-mile equivalency table.
  - 3.2.2 Kimley-Horn will identify the service units for new development and the average trip length. Using the 11th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, Kimley-Horn will develop updated trip generation and pass-by trip rates.
  - 3.2.3 Kimley-Horn will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
  - 3.2.4 Kimley-Horn will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. Kimley-Horn will determine the capacity available for new growth.
- 3.3 *Roadway Impact Fee Capital Improvements Plan.*
  - 3.3.1 Kimley-Horn will assist the City to develop a Roadway Impact Fee Capital Improvements Plan, which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on previous experience with Roadway construction costs. The City shall provide Kimley-Horn with actual City cost information for previously completed projects with excess capacity and any cost contribution to County, Developer, or State projects.
  - 3.3.2 Kimley-Horn will identify the portion of project improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.
- 3.4 *Maximum Assessable Roadway Impact Fee Calculation.* Using the newly developed 10-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, Kimley-Horn will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. A financial analysis for the credit calculation will not be performed as part of this scope; instead 50% of the pre-credit maximum assessable roadway impact fee calculated will be utilized to determine the maximum assessable roadway impact fee.
- 3.5 *Roadway Report.* Kimley-Horn will provide both a draft and final Roadway Impact Fee Report. The report will include:
  - 3.5.1 Land use assumptions
  - 3.5.2 Roadway service areas

- 3.5.3 Narrative of the impact fee update methodology
- 3.5.4 Roadway Impact Fee CIP
- 3.5.5 Exhibits
- 3.5.6 Impact fee calculations

#### **Task 4 - Adoption Process and Administration Tools**

- 4.1 *Comparison Data.* Kimley-Horn will collect information on actual Impact Fees collected for up to six benchmark cities for up to three different land uses (likely residential, commercial, and industrial land uses).
- 4.2 *Ordinance Support.* Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City's Attorney. It is anticipated the City's Attorney will require exhibits from the Impact Fee Report to be included in the ordinance.
- 4.3 *Meetings.* It is anticipated that Kimley-Horn will prepare for and attend up to three (3) meetings during the adoption process. The following are anticipated:
  - 4.3.1 One (1) CIAC meetings to present the Land Use Assumptions, Impact Fee eligible projects, and Maximum Assessable Impact Fees;
  - 4.3.2 Up to two (2) City Council public hearings to present the Impact Fee, including the Land Use Assumptions, Impact Fee eligible projects, Maximum Assessable Impact Fees, and ordinance adoption.
- 4.4 *Impact Fee Estimator.* Kimley-Horn will create an Impact Fee estimator spreadsheet tool to assist in calculating a development's roadway impact fees based on the impact fee rates adopted.

#### **Additional Services if required:**

Services not specifically identified in the Scope of Services above shall be considered Additional Services and shall be performed on an individual basis upon authorization by the City. Compensation for additional services will be agreed to prior to their performance. Such services shall include, but are not limited to, the following:

1. Additional assistance developing the land use assumptions outside of that described in this agreement.
2. Preparation for an attendance at additional meetings not specifically identified in the Scope of Services.
3. Reanalysis or recalculation to reflect project scope changes or policy changes requested by the City, addressing changes in direction previously approved by the City, or mandated by changing governmental laws.

#### **Schedule:**

The scope of services will be completed within a mutually agreed upon schedule following receipt of a signed copy of this Letter Agreement, exclusive of Client review time. Additional services, if desired, will be performed within a mutually agreed upon schedule, once authorized by the Client in writing.

#### **Deliverables:**

- Roadway Impact Fee Update Report
- Impact Fee Estimator

**Terms of compensation:**

Kimley-Horn will perform the services in Tasks 1 – 4 for the total lump sum fee of \$50,000. Individual task amounts shown below are informational only.

Task 1	Project Management	\$5,000
Task 2	Land Use Assumptions	\$5,000
Task 3	Roadway Impact Fee Update	\$28,000
Task 4	Adoption Process and Administration Tools	\$12,000
<b><i>Total Lump Sum Fee</i></b>		<b><i>\$50,000</i></b>

ACCEPTED:

**CITY OF SANGER**

**KIMLEY-HORN AND ASSOCIATES, INC.**



BY: \_\_\_\_\_

BY: Douglas Arnold

TITLE: \_\_\_\_\_

TITLE: Contract Specialist

DATE: \_\_\_\_\_

DATE: 04/21/2023