



**CITY OF WILLIAMS**  
**REQUEST FOR PROPOSALS**

**UPDATE OF CITYWIDE USER FEE  
DEVELOPMENT IMPACT FEE PROGRAM  
AND  
NEXUS STUDY**

**RFP Release Date: Monday, November 7, 2016**

**RFP Due Date: Tuesday, December 6, 2016, 2:00 pm**

**City of Williams  
P.O. Box 310  
Williams, CA 95987-0310  
T (530) 473-2955  
F (530) 473-2445**



## **INTRODUCTION**

The City of Williams invites qualified firms and individuals experienced in Citywide user and the development of impact fee programs and related studies to submit a written proposal to provide consulting services to provide an update to the City's User fees and Development Impact Fee Program and prepare a related nexus study for the City of Williams. This Request for Proposals (RFP) seeks to secure the most qualified Consultant to assist the City by performing these tasks.

## **BACKGROUND**

The City is seeking a consultant who can assist the City in preparing the required analysis and studies necessary to comprehensively update its User fees and Development Impact Fee (DIF) Program and finalize its Capital Improvement Plan (CIP). The study must meet the requirements of Government Code section 66000 et seq., commonly known as AB 1600, as well as Government Code section 65477. The City prepared a comprehensive fee and rate study in 2011 and a draft CIP Plan used to develop the study (Refer to Attachment A). The City later, updated the General Plan in 2012. The General Plan outlines a number of planned improvements (particularly circulation improvements) needed over the next twenty years that should be included in the CIP or DIF programs but are not. Also, the DIF Program should include an analysis of areas of benefit for equitable distribution of costs and benefits for improvements in the CIP. This analysis should consider approaches or possible strategies to facilitate infill development through reduced impact fees within the older west section of town.

The City currently has seven (7) Impact Fee categories as follows:

1. Water Connection
2. Wastewater Connection
3. Police Protection
4. Parks and Recreation
5. Administrative Facilities
6. Storm Water/Drainage
7. Traffic

The City also collects Quimby Act fees for residential subdivisions under the Subdivision Regulations, Section 16.36 of the Municipal Code concerning Park and Recreation Facilities and Dedication Fee. The Williams Fire Authority, a separate Fire District, also collects impact fees. The Williams Unified School District also collects impact fees in accordance with State law.

## **MAILING INSTRUCTIONS**

City of Williams  
P.O. Box 310  
Williams, CA 95987-0310

## **INQUIRIES/QUESTIONS**

Questions pertaining to the RFP should be directed to Frank Kennedy, City Manager, at his email address, [fkennedy@cityofwilliams.org](mailto:fkennedy@cityofwilliams.org), and prior to close of business, as outlined below.

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## **SUBMITTAL DATE**

Proposals are due no later than 2:00p.m., as outlined below, and must be received by that time and date. Proposal postmark dates and times will not be considered as meeting that deadline. Proposers must submit one (1) bound copy of their proposal and one (1) separately sealed fee proposal envelope to the address shown under “Mailing Instructions” above.

The City is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City.

## **SCHEDULE**

Release of RFP	November 7, 2016
Questions Due	November 24, 2016
Proposals Due	December 6, 2016
Proposal Review/Selection	December 13, 2016
Award	December 21, 2016
Complete Public Draft Plan	June 21, 2017
Plan Adoption	July 19, 2017

## **REVIEW OF PROPOSALS AND SELECTION OF CONSULTANT**

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation.

Proposals submitted will be evaluated by a committee comprised of City staff. The committee’s evaluation will be based upon, but not limited to: proposal cost, strength of the proposal, related experience of the firm, professional qualifications of the individual(s) to be assigned to the project, ability to meet required deadlines, references from previous clients, and ability to enter into the City’s standard Consultant Services Agreement.

While cost is a key consideration, the City reserves the right to choose the best proposal, which may not be based on price. The committee may choose to interview the top candidates.

After evaluating the proposals and discussing them further with the finalists, the City of Williams reserves the right to further negotiate the proposed work and/or method and amount of compensation. The respondent must clearly state the period of time for which the proposal will be valid. This period must not be less than forty-five (45) days from the date of submittal.

## **PROPOSAL CONTENT**

The City of Williams requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP. Three (3) identical hardcopies and one (1) .pdf copy of the proposal shall be submitted and organized in an easy-to-follow format. The proposal must include, at a minimum, the following sections:

- **Background on Firm:** Letter of transmittal signed by an individual authorized to bind the proposing entity stating the firm has read and will comply with all terms and conditions of the RFP and include the following additional information:
  - A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff.
  - A statement regarding the Consultant's availability to dedicate time, personnel, and resources to this effort during the period of February to April, 2017.
- **Statement of Understanding and Approach:** Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Provide an overview of how the Study would result in a complete and defensible list of improvements in the CIP and how these would be integrated into the DIF Program. Also, provide how the Consultant would approach evaluating costs and benefits of improvements and associated distribution of costs based on areas of benefit within the City. Also, include a discussion of how the General Plan would be integrated into the CIP and DIF Program. Finally, discuss and describe the Consultant's experience working on similar projects and reasons why the Consultant would provide a superior product over others.
- **Scope of Work:** Provide a Proposed Scope of Work, which is based on the scope of work contained in Attachment B of this RFP, and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work.
- **Budget and Schedule:** Based on the Proposed Scope of Work (Attachment B), please provide a detailed budget and schedule that meets the seven-month timeframe proposed by the City. If your proposed schedule exceeds the proposed seven-month timeframe, please indicate the reasons why you believe additional time will be needed to complete the project.
- **References:** Provide the following information for two (2) projects which are similar in scope to the project requested by this proposal: Name, address, and telephone number of the client; person to contact for references; time period of project; brief description of the scope of services provided.
- **Additional Information:** The City of Williams has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as brief as possible.

Carefully review the Sample Agreement and Insurance Requirements (Attachment C). The terms of the agreement, including insurance requirements, have been mandated by the City Council. Your response to the Request for Proposals must indicate if you are unwilling or unable to execute the agreement as drafted, as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposals.

## **SELECTION PROCESS**

The City will evaluate proposals and select the Consultant who possesses the best combination of demonstrated competence and the necessary qualifications to complete the services in a satisfactory manner at a fair and reasonable price. In making this determination, the City may consider the following criteria:

- The Consultant's demonstrated understanding of the proposed project and the Williams community, and its demonstrated ability to successfully complete the project in a timely manner.
- The Consultant's proposed approach to the work and work plan.
- The Consultant's past experience completing projects of a similar type, size, and complexity.
- The quality and experience of the Project Manager and key staff persons who will be working on the project on a regular basis.
- The Consultant's proposed costs for the engagement and ability to deliver the proposed Scope of Work within their proposed schedule.
- The Consultant's ability to meet the City's standard contract and insurance requirements.

Upon completion of the evaluation of proposals, the City will notify the selected Consultant and send a Consultant Services Agreement (sample copy included in Attachment C of this RFP) to that firm. No proposal shall be binding on the City until after the Consultant Services Agreement is signed by a duly authorized representative of both the Consultant and the City.

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award.

## **CONDITIONS OF REQUEST**

### **General Conditions**

The City reserves the right to exercise discretion and apply its judgment with respect to all proposals submitted.

The City reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals.

The City may elect to award a contract in multiple phases, as is deemed to be in the City's best interest. Should the City award projects in phases, the City reserves the right to award the phases to the same firm.

The Consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. No letters or correspondence will be sent notifying prospective bidders of any modifications or clarifications to this RFP. It is the responsibility of the bidder to carefully examine this RFP and any addenda, which if issued, will be posted on the City's website.

The City reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any minor irregularities and to request additional information from proposing firms. By requesting proposals, the City is in no way obligated to award a contract or pay expenses of the proposing consultant in connection with the preparation or submission of a proposal.

The City's decision to award a contract will be based on many factors including but not limited to service, cost, experience and quality. No single factor, such as cost, will determine the final decision to award.

### **Liability of Costs and Responsibility**

The City shall not be liable for any costs incurred in response to this Request for Proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Williams and public records and, as such, may be subject to public review.

The selected organization will be required to assume responsibility for all services offered in the Proposal whether or not they possess them within their organization. The selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **Standard Consultant Agreement**

A sample consultant agreement has been provided in Attachment C of this RFP. The agreement will not be executed by the City without first being signed by the bidder.

### **Permits and Licenses**

Bidder, and all of bidder's subcontractor's, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

### **Insurance**

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth in Exhibit C of the Standard Consultant Agreement (Attachment B of this RFP).

### **Bidder's Representative**

The person signing the Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

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**ATTACHMENT A**  
**LIST OF KEY DOCUMENTS**

**General Plan**

<http://www.cityofwilliams.org/planning/general-plan.htm>

(web link)

**Comprehensive Fee Schedule**

<http://www.cityofwilliams.org/building/printables/comprehensive-fee-schedule.pdf>

(web link)

**Exhibit A (Attached)**

List of General Plan Circulation Improvements (not included on website)

**Exhibit B (Attached)**

2011 Comprehensive Fee Study

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**EXHIBIT A**  
**LIST OF GENERAL PLAN CIRCULATION IMPROVEMENTS**

**Future Street Improvements**

The following roadway improvements may be necessary to mitigate circulation impacts from anticipated growth in the General Plan to acceptable/tolerable levels of service:

1. I-5 Interchange Improvements – Modifications to E Street interchange and SR 20 to increase capacity
2. Husted Road (between SR 20 and E Street) – Expand roadway segment to 4-lane major arterial
3. Husted Road from Freshwater Road to I-5 Southbound Ramps – Expand roadway segment to 4-lane major arterial
4. E Street (between I-5 SB Ramps and Husted Road) – Expand roadway segment to 4-lane major arterial

**Intersection Improvements**

The following intersection improvements will be necessary to mitigate circulation impacts from anticipated growth in the General Plan to acceptable/tolerable levels of service: Where new traffic signals are proposed, alternative roundabout improvements that would provide acceptable operations should be considered.

5. SR 20 / Old Highway 99W
  - Signalize intersection
  - Eastbound Approach: Two through lanes and one left turn lane
  - Westbound Approach: One through lane and one shared through-right lane
6. SR 20 / I-5 SB Ramps
  - Construct a multilane roundabout, or
  - Traffic signal
7. SR 20 / I-5 NB Ramps
  - Construct a multilane roundabout or
  - Traffic Signal
8. SR 20 / Husted Road
  - Signalize intersection
  - Northbound Approach: One left, one through, and one right turn lane
  - Southbound Approach: One left, one through, and one right turn lane

- Eastbound Approach: One left, one through, and one right turn lane
  - Westbound Approach: One left, one through, and one right turn lane
9. E Street / 7th Street
- Signalize intersection
  - Northbound Approach: One left turn lane and one shared through-right lane
  - Southbound Approach: One left turn lane and one shared through-right lane
10. E Street / 5th Street
- Signalize intersection
11. E Street / I-5 SB Ramps
- Signalize intersection
  - Eastbound Approach: One through lane and one shared through-right lane
  - Westbound Approach: Two through lanes and one left turn lane
12. E Street / I-5 NB Ramps
- Signalize intersection
  - Eastbound Approach: Two through lanes and one left turn lane
  - Westbound Approach: One through lane and one shared through-right lane
13. E Street / Vann Street
- Signalize intersection
  - Southbound Approach: One right turn lane and one shared through-left lane
  - Eastbound Approach: One left turn lane, two through lanes, and one right turn lane
  - Westbound Approach: One left turn lane, one through lane, and one shared through-right lane
14. E Street Husted Road
- Signalize intersection
  - Northbound Approach: One left turn lane, two through lanes, and one right turn lane
  - Southbound Approach: One left turn lane, one through lane, and one shared through-right lane
  - Eastbound Approach: One left turn lane and one shared through-right lane

15. Husted Road / Husted Road Lateral

- Signalize intersection
- Northbound Approach: One left, one through, and one shared through-right lane
- Southbound Approach: One left, one through, and one shared through-right lane
- Eastbound Approach: One left turn lane and one shared through-right lane
- Westbound Approach: One left turn lane and one shared through-right lane

16. Husted Road / Abel Road

- Signalize intersection
- Northbound Approach: Two through lanes and one left turn lane
- Southbound Approach: One through lane and one shared through-right lane

17. Husted Road / Crawford Road

- Signalize intersection
- Northbound Approach: One left, one through, and one shared through-right lane
- Southbound Approach: One left, one through, and one shared through-right lane
- Eastbound Approach: One left turn lane and one shared through-right lane
- Westbound Approach: One left turn lane and one shared through-right lane

18. Husted Road / Old Highway 99W

- Signalize intersection
- Northbound Approach: One left, one through, and one shared through-right lane
- Southbound Approach: One left, one through, and one shared through-right lane
- Eastbound Approach: One left turn lane and one shared through-right lane
- Westbound Approach: One left turn lane and one shared through-right lane

19. Husted Road / I-5 SB Ramps

- Signalize intersection

20. E Street / Margurite Drive

- Signalize intersection
- Northbound Approach: One left and one shared through-right lane
- Southbound Approach: One left and one shared through-right lane
- Eastbound Approach: One left turn lane, one through lane, and one shared through-right lane

- Westbound Approach: One left turn lane, one through lane, and one shared through-right lane

21. SR 20 / Margurite Drive

- Signalize the intersection
- Northbound Approach: One left and one right turn lane
- Eastbound Approach: One through lane and one right turn lane
- Westbound Approach: One through lane and one left turn lane



**EXHIBIT B**  
**COMPREHENSIVE FEE STUDY BY BARTLE W**

1889 Alcatraz Avenue  
Berkeley, CA 94703  
510 653 3399 fax: 510 653 3769  
e-mail: bwa@bartlewells.com

**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

**TO:** Charles Bergson, City Administrator  
**FROM:** Doug Dove  
**DATE:** June 2011  
**SUBJ:** Comprehensive Fee and Rate Study

Bartle Wells Associates was engaged by the City of Williams to update the City's development impact fees and user charges and, if necessary, recommend new fees and charges. In general, the impact fees are associated with recovering the costs of capital facilities and the user charges are intended to recover the costs of providing services. Our analysis was based on the Mitigation Fee Act (California Government Code Section 66000 et seq.) which sets guidelines for local governments when setting and administering impact fees. The act requires that governments:

1. Identify the purpose of the fee;
2. Identify the use of fee revenues;
3. Determine a reasonable relationship between the fee's use and the type of development paying the fee;
4. Determine a reasonable relationship between the need for the fee and the type of development paying the fee; and
5. Determine a reasonable relationship between the amount of the fee and the cost of the facility attributable to development paying the fee.

More generally, a fee may not exceed the cost of the facilities needed to accommodate the new development paying the fee, and fee revenues can only be used for the construction of the facilities identified in the fee calculation and long-term planning.

Furthermore, California courts have ruled that user fees must be based on the cost of providing service. Building fees, for example, can be based on valuation multipliers but should be supported by a cost of service analysis.<sup>1</sup>

**EXISTING DEVELOPMENT IMPACT FEES**

Table 1 shows the existing development impact fees for the City of Williams. The current total fee per residential construction is competitive with other local communities. Table 2 shows the

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<sup>1</sup> Opinion of the California Attorney General [76 Ops.Cal.Atty.Gen. 4]; Barratt American Inc. v. City of Encinitas

current commercial impact fees. Most of the commercial fees are calculated on a square foot basis.

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**Table 1**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Current Impact Fees - Residential**

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<b>Facilities</b>	<b>Current Fees (\$/dwelling unit)*</b>
Water Connection	\$1,640.00
Wastewater Connection	8,390.00
School	9,180.00
Fire Facilities	1,800.00
Police Facilities	380.55
Parks and Recreation	984.75
Indirect Source <sup>1</sup>	27.00
Administrative Facilities	423.76
Storm Drainage	4,928.00
<b>Total</b>	<b>\$27,754.06</b>
<b>Total without School or Indirect Source fees</b>	<b>\$18,547.06</b>

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\* As of July 2010

1 - i.e. Air Pollution Fee, Colusa County Air Pollution Control District

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**Table 2**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Current Impact Fees - Commercial**

<b>Facilities</b>	<b>Current Fees</b>
Water Connection	
1" meter	\$2,624.00
1.5" meter	5,330.00
2" meter	8,258.00
3" meter	18,532.00
4" meter	31,816.00
Wastewater Connection <sup>1</sup>	8,390.00
School District (per sq. ft.)	0.47
Fire Protection	
Retail (per sq. ft.)	0.64
Office (per sq. ft.)	0.95
Medical (per sq. ft.)	0.89
Educational (per sq. ft.)	0.69
Manufacturing (per sq. ft.)	0.37
Other (per sq. ft.)	0.32
Police Department (per sq. ft.)	0.53
Indirect Source Fee (per sq. ft.) <sup>2</sup>	0.10
Administrative Facilities (per sq. ft.)	0.23
Storm Drainage (per acre)	44,354.00

1 - Fee shown is for residential equivalent strength; for high strength connections, the residential fee is multiplied by a strength factor

2 - i.e. Air Pollution Fee, set by Colusa County Air Pollution Control District

#### **NEW DEVELOPMENT IMPACT FEES**

As part of the impact fee analysis, BWA investigated potential new fees that could be charged by the City including a traffic impact fee. As the City grows, new transportation infrastructure will be needed to connect developments. In addition, the City's existing infrastructure will experience greater wear and tear from increased traffic trips.

Most cities include a traffic impact fee in their development fee schedules. BWA conducted a survey of the impact fees of surrounding communities and found that all of Williams' neighbors charge a traffic fee. Local traffic impact fees range in price from \$1,180 in the City of Willows to \$9,485.52 in Yuba City.

#### **CALCULATING IMPACT FEES**

**Approach:** Development impact fees are designed to recover the costs of capital facilities needed to serve growth. In some instances, existing City facilities have enough capacity to serve existing customers as well as new customers. In these cases, new customers will buy-in to existing facilities.

In other instances, existing City facilities do not have capacity to serve growth. Instead, new facilities must be constructed. The cost of the facilities is allocated to growth and existing customers based on who benefits from the facilities. For example, as the City boundaries push outwards as new developments come in, the City will need to construct a police substation. BWA has allocated all of the estimated costs of the substation to growth because the substation is not needed otherwise. BWA has also allocated a portion of the existing police facilities to growth because new developments will also use (and benefit from) capacity at the central police station for services such as record keeping.

**Calculating Infrastructure Costs:** In order to estimate a buy-in cost for existing facilities, BWA calculated the value of current infrastructure and allocated the value between new and existing customers. To estimate the current value of the facilities, BWA calculated the reproduction cost new less depreciation (RCNLD) for the assets included on the City's Asset Depreciation List. RCNLD is a measure of what it would cost to replace existing utility assets, less any accumulated depreciation due to age, wear and tear, and condition of the assets.

BWA calculated RCNLD by escalating the original cost of the assets by the ENR-Construction Cost Index for the San Francisco – Oakland – San Jose area to current dollars. From this amount, a depreciation component, representing the loss of value of the existing asset due to age and condition, is subtracted.

When applicable, costs for new facilities were also included in the impact fee calculation. The costs of new facilities were estimated by City staff or taken from available master plans. Facilities were included that are needed to meet the City's General Plan build out capacity in 2030. By 2030, the City's population is expected to about double, reaching 10,000 people.

**Allocating Costs:** BWA utilized the expertise of City staff and/or existing master plans to determine how new or existing customers benefit from City infrastructure. The costs of projects that only benefit growth were divided amongst all the new developments expected between now and build out. Existing customers do not pay for projects benefiting growth. For projects that benefit both existing customers and new development, the cost of facilities was divided amongst the total of all customers, existing and new.

In order to perform these calculations, it is necessary to convert the City's customer base into Equivalent Dwelling Units (EDUs), i.e. one single family residential dwelling is considered one EDU and all other types of units are scaled against the single family unit. Other types of units include educational, medical, retail, office, manufacturing, and other commercial developments.

To calculate the impact fee for Administrative Facilities, Police, Storm Drainage, and Water EDUs were calculated based on building size with one EDU equivalent to 1,800 square feet, the average home size. For Storm Drainage facilities, the fee is designed to recover costs on the basis of square feet of impervious area. A single family home, for example, may have an acre lot with only 1,800 square feet of paved area – this home would pay the fee of one EDU. A commercial development on an acre lot with 3,600 square feet of paved area would pay the fee of two EDUs.

The Parks and Recreation fee is only paid by residential development and is based on the number of people per household. A single family home (one EDU) is assumed to house 3.7 people as stated in the General Plan. Each mobile home and multi-family dwelling is assumed to house 3 people and equal 0.8 EDUs.

The City also charges a park in-lieu fee. Typically, as developers construct new homes, they set aside parkland to accompany the development. A park-in-lieu fee allows developers to pay fees to the City in place of setting aside parkland. The City can then use the park-in-lieu funds to purchase land for the creation of parks. The current park in-lieu fee is inconsistent with the 2010 General Plan and should be revised. The calculation for the current park in-lieu is as follows:

$$\text{Fee} = (5 \text{ acres}/1,000 \text{ people}) \times (3.03 \text{ people per dwelling}) \times (\text{cost per acre of land})$$

According to the 2010 General Plan, the density factor of the City of Williams has increased to 3.7 people per dwelling unit. In addition, the recommended acreage for neighborhood parks is 1-2 acres per 1,000 people according to the National Recreation and Park Association. 5-8 acres per 1,000 people is recommended for community parks. It is assumed that new developments would be best served by a combination of neighborhood parks and community parks. Therefore, BWA recommends that the park in-lieu fee include costs for 3 acres per 1,000 people. The City has also estimated that each acre of land will cost approximately \$75,000 to acquire. BWA used this information to update the park in-lieu fee.

The impact of development on street and traffic facilities varies based on the type of development. For example, retail stores create a high number of traffic trips per unit when compared with residential units. To calculate the street impact fee for various commercial developments, BWA utilized trip generation data used by other local communities to determine the relative impacts of development on traffic facilities.

For the wastewater fee, BWA relied upon the EDU counts from the recent master plan.

For the fire protection facilities, BWA calculates EDU estimates based on the average number of people per unit for residential development and the estimated number of employees per square foot for nonresidential development.

The existing EDU counts for the City are shown in Appendix A. The estimated growth in EDUs is shown in Appendix B. A comparison of new and existing customers is shown in Appendix C.

**Updating the Fees:** BWA recommends that all development impact fees be updated annually to account for changes in the cost of materials and labor. The standard method for updating fees is to index them to changes in the Engineering News Record-Construction Cost Index (ENR-CCI). This index measures changes in the relative cost of building public infrastructure such as roads, sewers, and water systems. To calculate the change, City staff should review the ENR-CCI for the San Francisco Bay Area every June, and adjust the development impact fees by the percent change in the index from the previous June.

**RECOMMENDED DEVELOPMENT IMPACT FEES**

Tables 3, 4, and 5 show the recommended impact fees calculated by BWA. The detailed calculation of each fee is shown in the Appendix D.

**Table 3**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Recommended Single Family Residence Impact Fees**

<b>Facilities</b>	<b>Current</b>	<b>Recommended</b>
Water Connection	\$1,640.00	\$2,248.58
Wastewater Connection	8,390.00	8,851.87
School District <sup>1</sup>	9,180.00	9,180.00
Fire Protection	1,800.00	2,997.00
Police Department	380.55	1,108.04
Parks & Recreation	984.75	1,031.15
Indirect Source Fee <sup>2</sup>	27.00	27.00
Administrative Facilities	423.76	517.00
Storm Drainage	4,928.00	1,980.06
Traffic <sup>3</sup>	NA	1,499.07
<b>Total</b>	<b>\$27,754.06</b>	<b>\$29,439.77</b>
<b>Total without School or Indirect Source fees</b>	<b>\$18,547.06</b>	<b>\$20,232.77</b>

- 1 - The school impact fee was not evaluated as part of this study
- 2 - i.e. Air Pollution Fee, set by Colusa County Air Pollution Control District
- 3 - New fee recommended by Bartle Wells Associates

**Table 4**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Park In-lieu Development Impact Fee**

<b>Park In-lieu (for parkland)</b>	<b>Fee per square foot</b>	<b>Fee per dwelling</b>
Residential	\$0.46	\$832.50
Commercial/retail	n/a	n/a
Industrial	n/a	n/a
$\$75,000 \text{ per acre}$	$\times \begin{matrix} 3 \text{ acres per} \\ 1,000 \\ \text{residents} \end{matrix}$	$= \begin{matrix} 3.7 \text{ residents} \\ \text{per dwelling} \end{matrix} = \$832.50 \text{ per dwelling}$

Note: Park In-lieu fees are assessed at the time a residential subdivision is developed, and are used for the acquisition of parkland to off-set the park needs of new residents from the new subdivision in accordance with Government Code Section 66477 and the City's Municipal Code, Chapter 16.36.

**Table 5**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Recommended Commercial Building Impact Fees**

<b>Facilities</b>	<b>Current</b>	<b>Recommended</b>
Water Connection		
1" meter	\$2,624.00	\$3,597.72
1.5" meter	5,330.00	7,307.87
2" meter	8,258.00	11,692.60
3" meter	18,532.00	25,408.91
4" meter	31,816.00	43,622.38
Wastewater Connection <sup>1</sup>	8,390.00	8,851.87
School District (per sq. ft.) <sup>2</sup>	27.00	27.00
Fire Protection		
Retail (per sq. ft.)	0.64	1.07
Office (per sq. ft.)	0.95	1.58
Medical (per sq. ft.)	0.89	1.48
Educational (per sq. ft.)	0.69	1.15
Manufacturing (per sq. ft.)	0.37	0.62
Other (per sq. ft.)	0.32	0.53
Police Department	0.53	0.62
Indirect Source Fee <sup>3</sup>	0.10	0.10
Administrative Facilities (per sq. ft.)	0.23	0.29
Storm Drainage (per acre of impervious area)	44,354.00	47,917.39
Traffic <sup>4</sup>		
Retail (per sq. ft.)	NA	2.03
Office (per sq. ft.)	NA	1.23
Medical (per sq. ft.)	NA	1.23
Educational (per sq. ft.)	NA	1.23
Manufacturing (per sq. ft.)	NA	0.80
Other (per sq. ft.)	NA	1.23

1 - The wastewater connection fee shown is the base (residential) fee. Connections with other flow and loading characteristics should be charged a modified fee based on those characteristics.

2 - The school impact fee was not evaluated as part of this study

3 - i.e. Air Pollution Fee, set by Colusa County Air Pollution Control District

4 - New fee recommended by Bartle Wells Associates

**COMPARISON TO OTHER COMMUNITIES**

BWA conducted a survey of the residential impact fees of surrounding communities for the purpose of comparison, see Table 6. The survey did not include school district fees or indirect source fees because those fees were not evaluated as part of this study. In total, the impact fees of the City of Williams are very competitive with other local communities.

**Table 6**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Development Impact Fees of Comparable Communities per Single Family Equivalent Dwelling Unit (1,800 sq ft)**

	City of Williams (Recommended)	City of Woodland <sup>1</sup>	Yuba City <sup>4</sup>	City of Vacaville <sup>6</sup>	City of Live Oak <sup>6</sup>	City of Colusa <sup>9</sup>	City of Gridley <sup>6</sup>	City of Chico <sup>4</sup>	City of Orland <sup>15</sup>	City of Corning <sup>4</sup>	City of Willows <sup>6</sup>	City of Red Bluff <sup>6</sup>
Water Connection	\$2,248.58	\$8,319.00 <sup>2</sup>	\$6,602.37	\$7,643.00	\$7,435.00	\$3,597.33	\$3,071.01	NA <sup>12</sup>	\$1,493.85	\$709.00	NA <sup>12</sup>	\$1,298.00
Wastewater Connection	8,851.87	8,347.00	6,968.11 <sup>5</sup>	8,824.00	8,815.00	8,476.72	12,720.00	4,388.00 <sup>13</sup>	1,824.70	4,642.00	1,261.00	2,112.00
Storm Drain	1,980.06	9,313.00	2,003.76	1,847.00 <sup>7</sup>	3,035.00	2,106.91 <sup>10</sup>	NA <sup>11</sup>	2,693.50 <sup>14</sup>	1,196.00	975.00	2,035.00	357.00
Fire Protection	2,997.00	1,122.00	1,419.59	305.00	1,688.00	2,212.10	1,601.00	732.00	628.00	NA	1,623.00	314.00
Police	1,108.04	960.00	1,247.49	682.00	609.00	1,626.80	119.00	834.00	1,400.00	NA	790.00	675.00
Parks and Recreation	1,031.15	9,369.00	6,425.20	4,208.00 <sup>8</sup>	3,487.00	2,696.42	3,659.00	3,112.00	3,349.00	1,275.00 <sup>17</sup>	2,890.79	1,322.00
Administrative Facilities	517.00	2,259.00 <sup>3</sup>	1,016.98	677.00	1,112.00	1,548.83	NA	190.00	307.00	NA	316.00	182.00
Traffic	1,499.07	19,158.00	9,485.52	8,745.00	3,010.00	1,918.38	1,461.00	4,556.74	1,656.00 <sup>16</sup>	4,819.00	1,180.00	5,001.00 <sup>18</sup>
Community Center	NA	NA	NA	NA	857.00	1,244.01	NA	NA	1,589.00	NA	NA	NA
Corporation Yard	NA	NA	849.04	NA	636.00	1,041.54	NA	NA	NA	NA	NA	NA
Library	NA	45.00	951.26	NA	NA	NA	NA	NA	307.00	NA	1,495.00	NA
Levee Fee	NA	NA	2,874.00	NA	NA	NA	NA	NA	NA	NA	NA	NA
Courts and Criminal Justice	NA	NA	776.74	NA	NA	NA	NA	NA	NA	NA	NA	NA
Health and Social Services	NA	NA	532.40	NA	NA	NA	NA	NA	NA	NA	NA	NA
<b>Total Fee</b>	<b>20,232.77</b>	<b>58,892.00</b>	<b>41,152.46</b>	<b>32,931.00</b>	<b>30,684.00</b>	<b>26,469.03</b>	<b>22,631.01</b>	<b>16,506.24</b>	<b>13,750.55</b>	<b>12,420.00</b>	<b>11,590.79</b>	<b>11,261.00</b>

- 1 - Fees shown for the Spring Lake Residential Development. Spring Lake developments pay city fees of \$22,787 and development specific fees of \$36,105. Fees are calculated on a per single family unit basis (not on a square foot basis).
- 2 - Includes a water connection fee and a pending surface water fee
- 3 - General city impact fee and administrative fee
- 4 - The storm drain fee is based on lot size. The fee shown is based on a lot size of 1/4 acre. Other impact fees are given on a per single family unit basis (not on a square foot basis).
- 5 - Includes treatment plant fee and West Yuba City Sewer Trunk fee
- 6 - Fees are given on a per single family unit basis (not on a square foot basis)
- 7 - Includes the drainage detention fee for zone 2 and a drainage conveyance fee
- 8 - Includes the park and recreation fee and the greenbelt preservation fee
- 9 - City of Colusa is currently updating its impact fees, fees shown are recommended and have not yet been formally adopted; water and wastewater connections are charged based on meter size, the storm drain fee is based on lot size, the other fees are charged on a \$/sq ft basis
- 10 - Based on a 1/4 acre lot in the Eastern Corridor
- 11 - The City of Gridley does not have a storm drain fee. Developers are required to provide detention basins for new developments.
- 12 - The California Water Company provides water service to the Cities of Chico and Willows. Development impact fees are not charged as they are with public water suppliers. Public water agencies charge water impact fees that include both a capacity component for securing sources of supply and storage and a transmission and distribution component. Private water companies recover the costs of securing capacity through rates. Transmission and distribution costs are paid for by developers (per individual agreements) as advances which are paid back with interest by the private water company over a 30 year amortization schedule.
- 13 - Includes treatment plant fee, trunk line fee, and lift station fee for the Henshaw Ave. Lift Station
- 14 - Estimated based on a 1/4 acre lot in the Little Chico Creek Drainage Basin
- 15 - City of Orland fees are given on a per single family unit basis (not on a square foot basis). Fees shown are for the South West Service Area.
- 16 - Includes a streets fee and a signals fee
- 17 - Includes a park fee of 875 per dwelling plus a park-rec. tax of \$400 for 3 bedrooms
- 18 - Fee shown is for transportation facilities and airport facilities

### **USER CHARGES**

The City of Williams also retained BWA to update the City's user charges. User charges are a mechanism of revenue recovery for the costs incurred by the City to provide services to its residents. Example user charges include water service charges, building inspection charges, recreation program charges, and charges for access to facilities such as swimming pool entry charges. The City currently charges fees for police services, building and planning services, water services, and recreational services. BWA did not evaluate recreational services as part of this study as requested by the City. The City intends to provide recreation to its residents as a public benefit and does not wish to measure cost recovery.

**Cost Recovery:** Phrased another way, the intent of the user charge is to assign a reasonable cost to a service that benefits a distinct individual or group. The charges should reflect the cost of providing the service; however, 100 percent cost recovery is not recommended for all services. Many City services provide a general public benefit and should not be exclusively paid for by the beneficiary of the service. Services with low recommended cost recovery levels include fire and other public safety services or social services. For example, a whole neighborhood benefits when one homeowner pays for a fire sprinkler test because the fire risk for the surrounding homes is reduced.

Services with high recommended cost recovery include voluntary services provided to the private sector. For example, the cost of background checks to individuals requesting concealed weapons permits should reflect a high level of cost recovery. Building and planning services also generally benefit the private sector and should recover City costs. A few of the current charges were found to be well below cost and could be increased to bring them in line with cost of service. The City should consider phasing in the fees over time to avoid sticker shock or proceed with a lower level of cost recovery.

The fees calculated in the report are intended to provide the City a cost basis for its user charges. The City can determine what level of cost recovery meets its public benefit goals.

**Methodology:** User charges can be calculated to recover both direct costs and indirect/overhead costs. The primary direct costs of the City are the staff time and materials costs. BWA worked closely with City staff to estimate hours and materials for each user charge. For the Police and Water Department charges, materials costs were de minimis. For the Planning Department charges, allowances were included for photocopying and other materials costs.

*Direct Costs:* The staff cost per hour was determined by dividing total compensation for each employee by productive hours. Productive hours are a measure of time spent on core job functions each year, excluding vacation, training, and other overhead. For example, an engineer may work 40 hours per week. Over the course of the year, the engineer's employment obligation is 2,080 (or 40 hours times 52 weeks per year). The engineer may spend 1,600 hours designing retrofits for City buildings, 400 hours on training and staff meetings, and 80 hours on vacation. The engineer's productive hours are 1,600 and the remaining 480 hours are City overhead. The engineer's total salary and benefits would thereby be divided by 1,600 hours to calculate his or her cost per hour.

The typical range for productive hours is 2,000 to 1,200 hours per employee. Per the City's guidance, BWA has assumed 1,600 productive hours per employee. Productive hours were then

divided by staff compensation rates to determine hourly rates. Staff compensation data were provided by the City and include salaries and benefits and is intended to represent the total compensation package that each employee receives.

The compensation rates were then multiplied by the estimated hours needed to provide each service to determine the typical staff cost. The estimated hours for each service was provided by the City.

*Indirect Costs:* BWA included an allowance of 15 percent for indirect, administrative, and overhead costs. BWA was not able to directly allocate overhead costs to the various service charges because a detailed City cost allocation plan was not available. A 15 percent allowance is a reasonable method of recovering indirect costs and is used by other communities including the City of Colusa.

**Recommended Fees:** Using the staff time, materials estimates, and the markup for overhead and general expenses, BWA calculated the costs of providing City services, see Tables 7 and 8.

**Table 7**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Comparison of Existing and Calculated Fees - Water, Police, Dwelling Rental License**

Water Service	Existing Fee	Staff Cost	Recommended Fee*
Water Reconnection	\$25.00	\$38.00	\$38.00
Water Shutoff	25.00	38.00	38.00
Water/Sewer Delinquency Notice	10% of unpaid balance	20.00	20.00 +10% of unpaid balance
Meter Installation	paid through building permit	119.00	119.00 + meter cost
Meter Re-reads	no fee	21.00	21.00
Water Quality Sampling	no fee	91.00	91.00
<b>Police Department</b>			
New Concealed Weapon Permit <sup>1</sup>	100.00	210.00	139.40 + Dept. of Justice Fee
Concealed Weapon Renewal <sup>2</sup>	25.00	54.00	34.90 + Dept. of Justice Fee
Alcoholic Beverage License	unknown	25.00	25.00
Record Review	unknown	29.00	29.00
Vehicle Release	60.00	99.00	99.00
Dwelling Rental License <sup>3</sup>	based on expected revenues	15.00 (per rental)	15.00 (per rental)

\* Recommended fee is City of Williams portion of the fee, other local agencies such as the Sheriff's Office or the Department of Justice may add additional charges

1 - Total existing fee is \$200, the City of Williams portion is \$100 and the Department of Justice portion is \$100. Concealed weapons permit fee increases are limited by law.

2 - Total existing fee is \$77, the City of Williams portion is \$25 and the Department of Justice portion is \$52. Concealed weapons permit fee increases are limited by law.

3 - Fee applies to both apartment rentals and single family rentals

**Table 8**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Comparison of Existing and Calculated Fees - Planning**

<b>Planning Fees</b>	<b>Existing Deposit</b>	<b>Cost to City*</b>	<b>Additional Costs</b>
General Plan Amendment	\$2,000.00	\$3,025.00 Text 3,409.00 Map and Text	CA Dept of Fish and Game Fees & staff costs for coordination with LAFCO (if needed)
Rezoning Application	800.00	3,409.00	
Variance Application	400.00	1,127.00	
Major Use Permit Application	400.00	1,752.00	
Major Design Review Application	250.00	1,833.00	
Minor Use Permit Application	250.00	600.00	
Minor Design Review Application	100.00	500.00	
Planned Development Use Permit Application	600.00	1,769.00	
Sign Permit	None	50.00	
Appeal of Planning Decision	200.00	562.00	
Evt'l Review - Notice of Exemption	25.00	49.00	County Clerk fees
Evt'l Review - Negative Declaration	40.00	3,029.00	CEQA filing fees
Evt'l Review - EIR	5,000.00	16,781.00	CEQA filing fees
Annexation Application <sup>1</sup>	1,250.00	13,887.00	CEQA filing fees
Tentative Map	400 + 10 per parcel	3,675.00	
Vesting Tentative Map	None	5,836.00	
Parcel Map	300.00	2,890.00	
Lot Line Adjustment	150.00	560.00	
Review and Checking of Improvement Plans	5% of up to \$25,000; 3% of next \$225,000; 1% of amount over \$250,000	\$825.00 + Building Dept staff costs	
Construction Inspection	2% of construction cost	\$128.00 for Planning Dept. + Building Dept staff costs	

\* Fees do not include staff costs for the Williams Fire Protection Authority

1 - Includes staff coordination with the Local Agency Formation Commission (LAFCO)

**Table 9**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Suggested New Planning Fees**

<b>Planning Fees</b>	<b>Cost to City</b>
Specific Plans	\$5,976.00
Amendments to Specific Plans	3,834.00
Development Agreements	11,708.00
Amendment to Use Permit	500.00
Amendment to Design Review	500.00
Amendment to Planned Unit Development Use Permits	1,449.00
Zoning Review	116.00
Special Meeting of the Planning Commission	500.00

As shown in Table 7, the Police Department and Water Service charges are well below the cost of service and could be raised significantly. Table 8 shows the existing required deposit for planning services in comparison with the costs to the City. Most planning services require significant staff investment across several departments. For example, the Technical Advisory Committee is made up of the City Planner, City Administrator, City Engineer, Building Officer, Fire Chief, and Police Chief. BWA recommends that the City raise the minimum deposits on the planning fees to more closely reflect the actual costs of the City. BWA also recommends that the City periodically review the development deposit accounts to make sure that developers have the cash on hand to fully fund their project's fees. Accounts that have overpaid can be refunded at project completion.

Table 9 shows other potential planning fees that the City could implement. These services are currently provided by Planning Department staff but do not have published fees. BWA recommends that the City amend the current fee schedule to include the fees shown in Table 9.

As part of the user charge analysis, the City of Williams asked BWA to review the City's business license charge for apartment rentals. Currently, the City charges apartment owners a license fee based on the projected revenue from each rentable unit. The City has found that calculating projected revenue is tedious to perform and does not adequately reflect the administrative costs that the fee is intended to recover. Instead, BWA recommends that the City implement a flat business license fee of \$15 for apartment rentals. A flat fee is a valid method of recovering City costs associated providing services to businesses.

The staff hourly compensation rates are provided in Appendix E. These can provide a basis for any future user charges that the City develops and gives the City the flexibility of charging fees on a time and materials basis. The calculation of the user charges in Tables 7 and 8 are shown in more detail in Appendix F.

Table 10 compares the calculated full cost user charges with other neighboring cities. Overall, this user charge update brings Williams' charges closer to the typical charges of other communities.

**Table 10**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Comparable Communities**

	City of Williams New Fees	City of Woodland	City of Willows	Yuba City	City of Colusa	City of Chico	City of Orland	City of Cloverdale
<b>Building Services</b>								
General Plan Amendment/Rezoning Application	\$3,025.00 3,409.00		\$1,000.00 +PTA + 5%			\$4,448.00 (< than 1 acre)		
Variance Application	1,127.00	\$5,092.00 1,979.00		\$2,347.00	T&M	5,182.00 (< than 1 acre)	\$1,416.00	\$3,300.00
Major Use Permit Application	1,752.00		518.00	284.00		2,817.00 (single family)	1,285.00	1,825.00
Minor Use Permit Application	600.00		518.00 + PTA	1,396.00	T&M		1,040.00	1,825.00
Planned Development Use Permit	1,769.00		104.00 + PTA	569.00	T&M	1,416.00 (single family)		1,025.00
Notice of Appeal of Planning Decision	562.00	232.00		1,716.00				
Environmental Review (ER) - Exemption	49.00	409.00		641.00	T&M		350.00	300.00
ER - Negative Declaration	3,029.00		466.00 (Minor CEQA)	920.00 (Major CEQA)		135.00+PTA + 15%		30.00
ER - EIR	16,781.00	1,834.00	+PTA + 5%	PTA	T&M (for admin plus contract amount)	3,707.00+PTA + 15%		
Minor Design Review Application	500.00	346.00 (single family)	+PTA + 5%		T&M	PTA + 15%		15,000.00
Major Design Review Application	1,833.00	346.00 (single family)	257.00 + 116.00 per PC mtg. +PTA		T&M			
Design Review (Planning Tech Committee)	500.00		257.00 + PTA	2,491.00				1,025.00
Annexation Application	13,887.00	8,125.00				55.50 for single family, 390.00 for fully developed properties, 724.50 for all others	2,375.00	5,925.00
Tentative Map	3,675.00	3,200.00	647.00		T&M	varies	1,370.00	8,725.00
Vesting Tentative Map	5,836.00	8,350.00	618.00 +29.00/lot + PTA		T&M	varies		
Parcel Map	2,890.00	3,197.00	see Tentative Map	1,262.00	T&M	varies	836.00	1,825.00
Lot Line Adjustment	560.00							
<b>Water Service</b>								
Shutoff Fee	38.00	55.00		52.00	10.00 + T&M			
Delinquent Notice Fee (door hanger)	20.00				5.00 per month +2% interest (delinquent account)			
Reconnection	38.00			93.00	25.00 +T&M			
<b>Police</b>								
Concealed Weapon Permit	139.40	102.00			160.00	39.00		204.00
Concealed Weapon Renewal	34.90	266.00			77.00	23.00		138.00
Alcoholic Beverage License	25.00	25.00			25.00	400.00		
Vehicle Release	99.00	173.00		298.00	15.00 +T&M		100.00	

T&M - Time and Materials  
PTA - Pass through agreement (consultant services)

## APPENDIX A – Existing Community Equivalent Dwelling Unit

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### Administrative Facilities, Storm Drainage, Police, Water

<b>Housing Units</b>	<b>Existing Units</b>	<b>Estimated Bldg. Sq. Ft./Unit</b>	<b>Estimated Bldg. Sq. Ft.</b>
Single-Family	1,255	1,800	2,259,000
Multifamily	160	1,000	160,000
Mobile Homes	95	1,800	171,000
			<u>2,590,000</u>

  

<b>Employment</b>	<b>Current Employees</b>	<b>Estimated Bldg. Sq. Ft./Employee</b>	<b>Estimated Bldg. Sq. Ft.</b>
Retail	625	500	312,500
Office	65	333	21,645
Medical	110	500	55,000
Educational	79	666	52,614
Manufacturing	380	800	304,000
Other	120	800	96,000
			<u>841,759</u>
Total Bldg. Sq. Ft.			3,431,759
EDU Size (sq ft)			1,800
Total EDUs			1,907

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Note: requests for administrative services is assumed to be the same for residential and commercial on a square foot basis  
 Source for existing community: Kendig Keast Collaborative for Population

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### Parks and Recreation

<b>Housing Units</b>	<b>Existing Units</b>	<b>Average Persons/Unit</b>	<b>Factor</b>	<b>EDUs</b>
Single-Family	1,255	3.7	1	1,255
Multifamily	160	3	0.8	128
Mobile Homes	95	3	0.8	76
				<u>1,459</u>

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Source for existing community: Kendig Keast Collaborative for Population  
 Factor is based on number of people per dwelling

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**Fire Facilities**

<b>Housing Units</b>	<b>Existing Units</b>	<b>Factors</b>	<b>EDUs</b>
Single-Family	1,255	1.0	1,255
Multifamily	160	1.41	226
Mobile Homes	95	0.89	85
			<u>1,565</u>

<b>Employment</b>	<b>Current Employees</b>	<b>Estimated Bldg. Sq. Ft./Employee</b>	<b>Estimated Bldg. Sq. Ft.</b>	<b>Factors</b>	<b>EDUs</b>
Retail	625	500	312,500	0.64	111
Office	65	333	21,645	0.95	11
Medical	110	500	55,000	0.89	27
Educational	79	666	52,614	0.69	20
Manufacturing	380	800	304,000	0.37	62
Other	120	800	96,000	0.32	17
					<u>249</u>
			Total Existing Residential		1,565
			Total Existing Commercial		<u>249</u>
			Total EDUs		1,815

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Source for growth projection: Kendig Keast Collaborative for Population Factors from City of Williams

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## APPENDIX B – Growth Calculations

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### Administrative Facilities, Storm Drainage, Police, Water

<b>Housing Units</b>	<b>Growth 2010-2030</b>	<b>Estimated Bldg. Sq. Ft./Person</b>	<b>Estimated Bldg. Sq. Ft.</b>
Single-Family	1,000	1,800	1,800,000
Multifamily	335	1,000	335,000
Mobile Homes	10	1,800	<u>18,000</u>
			2,153,000
<b>Employment</b>	<b>Employee Growth 2010-2030</b>	<b>Estimated Bldg. Sq. Ft./Employee</b>	<b>Estimated Bldg. Sq. Ft.</b>
Retail	330	500	165,000
Office	29	333	9,657
Medical	24	500	12,000
Educational	75	666	49,950
Manufacturing	357	800	285,600
Other	56	800	<u>44,800</u>
			567,007
<b>Total New Bldg. Sq. Ft.</b>			2,720,007
EDU Size (sq ft)			1,800
Total New EDUs			1,511

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Note: requests for administrative services is assumed to be the same for residential and commercial on a square foot basis

Source for growth projection: Kendig Keast Collaborative for Population

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### Parks and Recreation

<b>Housing Units</b>	<b>Growth 2010-2030</b>	<b>Average Persons/Unit</b>	<b>Factors</b>	<b>EDUs</b>
Single-Family	1,000	3.7	1	1,000
Multifamily	335	3	0.8	268
Mobile Homes	10	3	0.8	<u>8</u>
				1,276

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Source for growth projection: Kendig Keast Collaborative for Population

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**Fire Facilities**

<b>Housing Units</b>	<b>Growth 2010-2030</b>	<b>Factors</b>	<b>EDUs</b>			
Single-Family	1,000	1	1,000			
Multifamily	335	1.41	472			
Mobile Homes	10	0.89	<u>9</u>			
			1,481			
<b>Employment</b>	<b>Employee Growth 2010-2030</b>	<b>Estimated Bldg. Sq. Ft./Employee</b>	<b>Estimated Bldg. Sq. Ft.</b>	<b>Factors</b>	<b>EDUs</b>	
Retail	330	500	165,000	0.64	59	
Office	29	333	9,657	0.95	5	
Medical	24	500	12,000	0.89	6	
Educational	75	666	49,950	0.69	19	
Manufacturing	357	800	285,600	0.37	59	
Other	56	800	44,800	0.32	<u>8</u>	
					156	
			Total Growth Residential		1,481	
			Total Growth Commercial		<u>156</u>	
			Total New EDUs 2010 to 2030		1,637	

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Source for growth projection: Kendig Keast Collaborative for Population  
Factors from City of Williams

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## APPENDIX C – Existing Community and Growth Summary

	Existing EDUs (From Appendix A)	New EDUs (From Appendix B)	Total EDUs	% Growth (of Total)
Admin, Storm Drain, Police, Water	1,907	1,511	3,418	44%
Parks and Recreation (residential only)	1,459	1,276	2,735	47%
Traffic	1,907	1,511	3,418	44%
Fire Facilities	1,815	1,637	3,452	47%

For the wastewater existing customer base and growth estimates see “Draft Report: Water and Sewer Rate Study”, October 29, 2008 by Foresight Consulting.

## **APPENDIX D – Impact Fee Calculations**

**Table D1  
City of Williams - Comprehensive Fee and Rate Study  
Administrative Impact Fee**

Department	Asset #	Description	Yr. Aq'd	Useful Life	Cost	Total Depreciation	Original ENR	ENR CCI San Fran Oct 2010	Replacement Cost New	RCNLD
<b>Buy-in to Existing Infrastructure</b>										
General Fund	101	ATY Hall Center	01/10/08	7	\$29,258	\$6,270	9133.56	10115.04	\$32,402	\$26,132
General Fund	26	Misc Equipment	06/30/06	7	130,487	51,264	8440.73	10115.04	156,371	105,107
General Fund	107	John Deer Large Mower	09/10/07	7	42,061	9,013	9078.42	10115.04	46,864	37,851
General Fund	108	CDW GIS Comp. Printer	09/26/07	5	17,317	5,194	9078.42	10115.04	19,294	14,100
Public Works		F150 Crew Cab	07/21/10	5	23,990					23,990
Public Works		F350 Utility	07/21/10	5	32,248					32,248
Public Works		F450 Truck	07/21/10	5	57,601					57,601
Public Works		F150 Crew Cab	07/21/10	5	24,902					<u>24,902</u>
* Years prior to 1978 are taken from the ENR CCI annual average									Total Cost	321,930
<b>Improvements</b>										
General Fund		City Hall improvements								500,000
General Fund		Annex Improvements								150,000
General Fund		IT Upgrade								30,000
General Fund		Museum - Storage								750,000
General Fund		City Hall HVAC								<u>15,000</u>
									Total Cost	1,445,000
<b>Allocation to Growth</b>										
								<b>Total Value</b>		<b>\$</b>
Existing Civic Facilities								321,930	44%	142,342
Civic Improvements								1,445,000	44%	<u>638,908</u>
Total Cost Allocated to Growth										781,249
								Number of New EDUs		1,511
<b>Administrative Impact Fee (per EDU)</b>										<b>\$517.00</b>

**Table D2  
City of Williams - Comprehensive Fee and Rate Study  
Parks & Recreation Impact Fee**

Department	Asset #	Description	Yr. Aq'd	Useful Life	Cost	Total Depreciation	Original ENR*	ENR CCI San Fran Oct 2010	Replacement Cost New	RCNLD
<b>Buy-in to Existing Infrastructure</b>										
General Fund - Parks	105	NSP3 Park Equipment	04/30/08	7	\$19,181	\$4,110	9155.17	10115.04	\$21,192	\$17,082
General Fund - Parks	126	Northview Park Improv	01/01/09	15	617,300	20,577	9769.42	10115.04	639,139	618,562
General Fund - Parks	128	Park Improvements	01/01/08	15	88,283	8,829	9133.56	10115.04	97,770	88,941
General Fund - Parks	113	Northview Park Improv	01/01/89	0	282,269	0				282,269
General Fund - Parks	115	White Oak	01/01/04	0	321,473	0				321,473
General Fund - Parks	116	Vista Valley Park	01/01/04	0	1,378,238	0				<u>1,378,238</u>
									Total Cost	2,706,564
<b>Improvements</b>										
General Fund - Parks		Redinger Park (9th Street/G Street)								22,000
General Fund - Parks		Venice Park (Venice Blvd)								23,000
General Fund - Parks		Valley Ranch Park								11,000
General Fund - Parks		E and 7th Street								25,900
General Fund - Parks		Valley Vista Park								<u>11,000</u>
									Total Cost	92,900
<b>Allocation to Residential Growth</b>										
							<b>Total Value</b>	<b>Percent</b>	<b>\$</b>	
							Existing Parks	2,706,564	47%	1,272,085
							Park Improvements	92,900	47%	<u>43,663</u>
							Total Cost Allocated to Growth			1,315,748
							Number of New Residential EDUs			1,276
							<b>Parks Fee (per EDU)</b>			<b>\$1,031.15</b>

**Table D3  
City of Williams - Comprehensive Fee and Rate Study  
Storm Drainage Impact Fee**

<b>Department</b>	<b>Asset #</b>	<b>Description</b>	<b>Yr. Ac'd</b>	<b>Useful Life</b>	<b>Cost</b>	<b>Total Depreciation</b>	<b>Original ENR</b>	<b>ENR CCI San Fran Oct 2010</b>	<b>Replacement Cost New</b>	<b>RCNLD</b>	
<b>Buy-in to Existing Infrastructure</b>											
General Fund - Storm Drain	35	Storm Drain VR	10/10/97	15	\$70,177	\$68,999	6731.08	10115.04	\$105,458	\$36,459	
General Fund - Storm Drain	39	Storm Drain VR	12/08/99	15	79,632	65,327	6816.70	10115.04	118,163	52,836	
General Fund - Storm Drain	44	Storm Drain VR	10/11/01	15	143,186	76,434	7399.07	10115.04	195,745	119,311	
General Fund - Storm Drain	49	Storm Drain VR	11/19/02	15	112,997	52,852	7644.46	10115.04	149,516	96,664	
General Fund - Storm Drain	54	Storm Drain VR	09/01/03	15	118,666	47,456	7788.80	10115.04	154,107	106,651	
General Fund - Storm Drain	59	Storm Drain VR	08/19/04	15	327,687	108,805	8228.39	10115.04	402,821	294,016	
General Fund - Storm Drain	64	Storm Drain VR	09/29/05	15	143,667	38,402	8382.45	10115.04	173,362	134,960	
General Fund - Storm Drain	69	Storm Drain VR	05/03/06	15	95,753	19,126	8445.69	10115.04	114,679	95,553	
General Fund - Storm Drain	74	Storm Drain VR	09/29/05	15	84,502	22,651	8382.45	10115.04	101,968	79,317	
General Fund - Storm Drain	79	Storm Drain VR	04/04/07	15	211,990	28,202	9102.72	10115.04	235,566	207,364	
General Fund - Storm Drain	84	Storm Drain VR	09/23/04	15	149,210	49,749	8228.39	10115.04	183,422	133,673	
General Fund - Storm Drain	117	Valley Vista Basin	01/01/00		829,382	0	7447.99	10115.04	1,126,375	1,126,375	
General Fund - Storm Drain	118	Nicholas Basin	01/01/00		209,088	0	7447.99	10115.04	283,960	<u>283,960</u>	
									Total Cost	2,767,139	
<b>Improvements</b>											
General Fund - Storm Drain		North Side Storm Drain Detention							Total Cost	4,000,000	
								<b>Allocation to Growth</b>			
								<b>Total Value</b>	<b>Percent</b>	<b>\$</b>	
								Existing Storm Drain Facilities	2,767,139	44%	1,223,492
								Storm Drain Improvements	4,000,000	44%	<u>1,768,602</u>
								Total Cost Allocated to Growth			2,992,094
								Number of New EDUs		1,511	
								<b>Storm Drain Impact Fee (per EDU)</b>		<b>\$1,980.06</b>	

**Table D4**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Police Impact Fee**

Department	Asset #	Description	Date Ac'd	Original Useful Life	Cost	Total Depreciation	Original ENR*	ENR CCI San Fran Oct 2010	Replacement Cost New	RCNLD	
<b>Buy-in to Existing Infrastructure</b>											
General Fund - Police	33	Ford Crown Victoria	06/01/07	5	\$46,455	\$23,228	9063.41	10115.04	\$51,845	\$28,617	
General Fund - Police	93	Ford Crown Victoria	07/20/04	5	12,000	12,000	8228.39	10115.04	14,751	2,751	
General Fund - Police	94	Ford Crown Victoria	07/20/04	5	18,000	18,000	8228.39	10115.04	22,127	4,127	
General Fund - Police	109	V1 2008 Police Cars	01/01/08	5	114,876	34,463	9133.56	10115.04	127,220	92,757	
General Fund - Police	123	PD Remodel Building	09/30/08	40	515,986	9,675	9344.67	10115.04	558,524	548,849	
General Fund - Police	124	HVAC Systems	01/01/09	7	72,575	5,184	9769.42	10115.04	75,143	69,959	
General Fund - Police	121	Remodel Furniture	09/16/08	7	38,102	4,082	9344.67	10115.04	41,243	37,161	
General Fund - Police	96	Roofing	01/01/08	40	110,453	5,522	9133.56	10115.04	122,322	116,800	
General Fund - Police	98	Plumbing and Electric	02/28/08	40	54,384	2,720	9133.56	10115.04	60,228	57,508	
General Fund - Police	99	Improvements	01/03/08	10	51,123	2,556	9133.56	10115.04	56,617	54,061	
General Fund - Police	102	PD Generator	01/10/08	7	31,246	6,696	9133.56	10115.04	34,604	27,908	
General Fund - Police	104	MPH Radar Trailer	07/11/07	7	12,894	2,763	9069.91	10115.04	14,380	11,617	
General Fund - Police	122	PD Computer	10/13/08	5	26,228	3,934	9853.42	10115.04	26,924	22,990	
General Fund - Police	127	Speed Director	05/01/07	7	14,331	6,117	9116.72	10115.04	15,900	9,783	
General Fund - Police		2009 Chevy Impala	5/7/2010	5	17,626				17,626	17,626	
General Fund - Police		2009 Chevy Impala Upgrade Costs	5/7/2010	5	7,428				7,428	7,428	
General Fund - Police		Ford Expedition	8/18/2010	5	26,559				26,559	26,559	
General Fund - Police		Ford Expedition Upgrade Costs	8/18/2010	5	9,888				9,888	<u>9,888</u>	
* Years prior to 1978 are taken from the ENR CCI annual average									Total Cost	1,146,389	
<b>Improvements</b>											
General Fund - Police		Police Facilities Expansion								1,000,000	
General Fund - Police		5 new police vehicles							(33,500 each)	<u>167,500</u>	
									Total Cost	1,167,500	
<b>Allocation to Growth</b>											
								<b>Total Value</b>	<b>Percent</b>	<b>\$</b>	
Existing Police Facilities								1,146,389	44%	506,877	
Police Improvements								1,167,500	100%	<u>1,167,500</u>	
Total Cost Allocated to Growth										1,674,377	
										Number of New EDUs	1,511
<b>Police Impact Fee (per EDU)</b>										<b>\$1,108.04</b>	

**Table D5  
City of Williams - Comprehensive Fee and Rate Study  
Water Connection Fee**

Depart.	Asset #	Description	Yr. Aq'd	Useful Life	Cost	Total Depreciation	Original ENR*	ENR CCI San Fran Oct 2010	Cost New	RCNLD
<b>Buy-in to Existing Infrastructure</b>										
Water	32	Ford Ranger Pickup	06/01/07	5	\$25,714	\$12,857	9063.41	10115.04	\$28,698	\$15,841
Water	34	Ford F-2 Pickup	07/20/04	5	23,000	23,000	8228.39	10115.04	28,274	5,274
Water	24	Water Well Bldg	06/30/96	40	53,800	18,157	6629.61	10115.04	82,085	63,928
Water	31	Well Building	06/30/05	40	53,800	6,053	8282.31	10115.04	65,705	59,652
Water	90	Well #8	07/05/00	15	154,185	18,511	7447.99	10115.04	209,397	190,886
Water	91	Well #9	05/13/04	15	13,500	12,600	8228.39	10115.04	16,595	3,995
Water	92	Well #10	05/06/04	15	556,525	204,056	8228.39	10115.04	684,128	480,072
Water	97	Water Panel	01/30/08	20	14,260	1,070	9133.56	10115.04	15,792	14,722
Water	100	Durham Pump	10/17/07	7	5,880	1,260	9079.42	10115.04	6,551	5,291
Water	103	Generator	01/10/08	7	\$18,850	\$4,039	9133.56	10115.04	\$20,876	\$16,837
Water	37	Water VR	10/10/97	15	94,444	93,757	6731.08	10115.04	141,924	48,167
Water	41	Water VR	12/08/99	15	110,756	90,350	6816.70	10115.04	164,347	73,997
Water	46	Water VR	10/11/01	15	169,265	90,020	7399.07	10115.04	231,397	141,377
Water	51	Water VR	11/19/02	15	101,075	47,202	7644.46	10115.04	133,741	86,539
Water	56	Water VR	09/23/03	15	132,092	52,870	7788.80	10115.04	171,543	118,673
Water	61	Water VR	08/19/04	15	249,574	83,307	8228.39	10115.04	306,798	223,491
Water	66	Water VR	09/29/02	15	99,107	26,490	7644.46	10115.04	131,137	104,647
Water	71	Water VR	05/03/06	15	190,978	38,110	8445.69	10115.04	228,726	190,616
Water	76	Water VR	09/29/05	15	172,915	46,294	8445.69	10115.04	207,093	160,799
Water	81	Water VR	04/04/07	15	363,780	48,516	9155.17	10115.04	401,920	353,404
Water	86	Water VR	09/23/04	15	163,670	54,378	8228.39	10115.04	201,197	<u>146,819</u>
* Years prior to 1978 are taken from the ENR CCI annual average									Total Cost	2,505,026
<b>Improvements</b>										
Water		Manganese Filters								2,000,000
Water		Well No. 11								1,400,000
Water		Reservoir								1,200,000
Water		Water Tower (paint)								165,000
Water		Other CIP/R&R								<u>427,000</u>
									Total Cost	5,192,000
<b>Allocation to Growth</b>										
								<b>Total Value</b>		<b>\$</b>
Existing Water Facilities								2,505,026	44%	1,102,212
Water Improvements								5,192,000	44%	<u>2,295,646</u>
Total Cost Allocated to Growth										3,397,857
Number of New EDUs										1,511
<b>Water Impact Fee (per EDU)</b>										<b>\$2,248.58</b>

**Table D6**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Wastewater Impact Fee**

Dpt.	Asset #	Description	Yr. Ac'd	Original Useful Life	Cost	Total Depreciation	Original ENR*	ENR CCI SF Oct 2010	Cost New	RCNLD
<b>Buy-in to Existing Infrastructure</b>										
Sewer	25	Ford Ranger Pickup	06/01/07	5	\$38,571	\$19,285	9063.41	10115.04	\$43,046	\$23,761
Sewer	95	Ford F-2 Pickup	07/20/04	5	17,000	17,000	8228.39	10115.04	20,898	3,898
Sewer	7	Chlorination Building	06/30/89	40	23,395	11,993	5932.57	10115.04	39,889	27,896
Sewer	8	Chlorination Building	06/30/74	40	7,060	6,266	2020.00	10115.04	35,353	29,087
Sewer	9	Lab Office Building	06/30/74	40	12,250	10,863	2020.00	10115.04	61,341	50,478
Sewer	10	Sodium Bisulfate	06/30/97	40	8,080	2,525	6731.08	10115.04	12,142	9,617
Sewer	11	Electronic Panel Area	06/30/95	40	60,180	21,822	6558.16	10115.04	92,819	70,997
Sewer	12	Sewer Lift Station	06/30/07	40	96,800	6,050	9063.41	10115.04	108,032	101,982
Sewer	13	Sewer Lift Pump	06/30/75	40	2,000	1,725	2212.00	10115.04	9,146	7,421
Sewer	14	Storm Lift Station	06/30/88	40	51,400	14,778	5734.48	10115.04	90,664	75,886
Sewer	15	Sanitary Lift Station	06/30/06	40	136,520	11,946	8440.73	10115.04	163,600	151,654
Sewer	16	Sewer Lift Station	06/30/90	40	48,400	22,996	6055.61	10115.04	80,845	57,849
Sewer	19	Restroom	06/30/09	40	17,799	0	9735.67	10115.04	18,493	18,493
		Reddinger Park								
Sewer	28	Restroom	06/30/80	40	49,340	36,389	4371.96	10115.04	114,154	77,765
		Venice Park								
Sewer	29	Restroom	06/30/90	40	31,985	15,591	6055.61	10115.04	53,426	37,835
		CIP Waste Water								
Sewer	125	Plant	06/30/09	40	847,721	0	9735.67	10115.04	880,754	880,754
Sewer	36	Sewer VR	10/10/97	15	92,369	89,697	6731.08	10115.04	138,806	49,109
Sewer	40	Sewer VR	12/08/99	15	73,770	59,993	6816.70	10115.04	109,464	49,471
Sewer	45	Sewer VR	10/11/01	15	151,112	80,784	7399.07	10115.04	206,581	125,797
Sewer	50	Sewer VR	11/19/02	15	112,859	52,612	7644.46	10115.04	149,333	96,721
Sewer	55	Sewer VR	09/23/03	15	151,917	60,745	7788.80	10115.04	197,289	136,544
Sewer	60	Sewer VR	08/19/04	15	308,914	102,998	8228.39	10115.04	379,743	276,745
Sewer	65	Sewer VR	09/29/05	15	136,265	36,144	8382.45	10115.04	164,430	128,286
Sewer	70	Sewer VR	05/03/06	15	191,292	38,238	8445.69	10115.04	229,102	190,864
Sewer	75	Sewer VR	09/29/05	15	132,076	35,305	8382.45	10115.04	159,375	124,070
Sewer	80	Sewer VR	04/04/07	15	373,460	49,772	9102.72	10115.04	414,993	365,221
Sewer	85	Sewer VR	09/23/04	15	118,813	39,563	8228.39	10115.04	146,055	<u>106,492</u>
* Years prior to 1978 are taken from the ENR CCI annual average									Total Cost	3,274,695

**Improvements**

Sewer	Wastewater Treatment Plant	17,000,000
Sewer	Wastewater Treatment Plant Contingency	2,000,000
Sewer	SRF Bridge Loan	50,000
Sewer	Two Lift Station Improv.	200,000
Sewer	A St. Sewer Replacement	450,000
Sewer	E. Street Sewer	250,000
Sewer	Almond Grove Sewer	<u>200,000</u>
Total Cost		20,150,000

**Allocation to Growth**

	Total Value	Percent	\$
Existing Sewer Facilities	3,274,695	14%	458,478
Sewer Improvements	20,150,000	14%	<u>2,821,137</u>
Total Cost Allocated to Growth			3,279,617

Current EDUs\* 2,276  
 New EDUs\* 371  
 Total EDUs\* 2,646

Number of New EDUs 371  
**Sewer Impact Fee (per EDU) \$8,851.87**

\*Taken from the Draft Report: Water and Sewer Rate Study, October 29, 2008, prepared by Foresight Consulting

**Table D7**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Traffic/Street Impact Fee**

Dept	Asset #	Description	Yr. Ac'd	Useful Life	Cost	Total Depreciation	Original ENR*	ENR CCI San Fran Oct 2010	Cost New	RCNLD
<b>Buy-in to Existing Infrastructure</b>										
GF - Roads	38	Road VR	10/10/97	15	\$121,641	\$119,886	6731.08	10115.04	\$182,794	\$62,908
GF - Roads	42	Road VR	12/08/99	15	119,606	97,648	6816.70	10115.04	177,479	79,831
GF - Roads	43	Sidewalk VR	12/08/99	15	86,965	71,112	6816.70	10115.04	129,044	57,932
GF - Roads	47	Road VR	10/11/01	15	260,046	138,881	7399.07	10115.04	355,501	216,620
GF - Roads	48	Sidewalk VR	10/11/01	15	95,424	50,699	7399.07	10115.04	130,451	79,752
GF - Roads	52	Road VR	11/19/02	15	138,520	64,728	7644.46	10115.04	183,288	118,560
GF - Roads	53	Sidewalk VR	11/19/02	15	112,602	52,364	7644.46	10115.04	148,993	96,629
GF - Roads	57	Road VR	09/23/03	15	164,039	65,621	7788.80	10115.04	213,032	147,411
GF - Roads	58	Sidewalk VR	09/23/03	15	111,196	44,472	7788.80	10115.04	144,406	99,934
GF - Roads	62	Road VR	08/19/04	15	449,917	150,080	8228.39	10115.04	553,076	402,996
GF - Roads	63	Sidewalk VR	08/19/04	15	216,748	72,423	8228.39	10115.04	266,445	194,022
GF - Roads	67	Road VR	09/29/02	15	129,654	64,137	7644.46	10115.04	171,556	107,419
GF - Roads	68	Sidewalk VR	09/29/02	15	79,565	21,305	7644.46	10115.04	105,279	83,974
GF - Roads	72	Road VR	05/03/06	15	221,350	44,170	8445.69	10115.04	265,101	220,931
GF - Roads	73	Sidewalk VR	05/30/06	15	99,516	19,801	8445.69	10115.04	119,186	99,385
GF - Roads	77	Road VR	09/29/05	15	136,116	36,303	8382.45	10115.04	164,250	127,947
GF - Roads	78	Sidewalk VR	09/29/05	15	80,170	21,390	8382.45	10115.04	96,741	75,351
GF - Roads	82	Road VR	04/04/07	15	351,441	46,877	9102.72	10115.04	390,525	343,648
GF - Roads	83	Sidewalk VR	04/04/07	15	228,543	30,528	9102.72	10115.04	253,959	223,431
GF - Roads	87	Road VR	09/23/04	15	117,147	39,120	8228.39	10115.04	144,007	104,887
GF - Roads	88	Sidewalk VR	09/23/04	15	75,680	25,363	8228.39	10115.04	93,032	67,669
GF - Roads	89	Sidewalk VR	10/10/97	15	49,225	48,385	6731.08	10115.04	73,972	25,587
GF - Roads	119	1999 Street (VR ADD)	01/01/99	15	2,554,661	2,554,661	6816.70	10116.04	3,791,138	<u>1,236,477</u>
* Years prior to 1978 are taken from the ENR CCI annual average									Total Cost	4,273,304
<b>Improvements - Collector Streets</b>										
GF - Roads		Solano Street								175,000
GF - Roads		Yolo Street Rehab								200,000
GF - Roads		D Street Hotel Loop								<u>475,000</u>
									Total Cost	850,000
<b>Allocation to Growth</b>										
								<b>Total Value</b>		
								<b>Percent</b>		
								<b>\$</b>		
Existing Traffic Facilities								4,273,304	44%	1,889,444
Traffic Improvements								850,000	44%	<u>375,828</u>
Total Cost Allocated to Growth										2,265,272
Number of New EDUs										1,511
<b>Traffic Impact Fee (per EDU)</b>										<b>\$1,499.07</b>

**Table D8**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Fire Impact Fee - New Fire Station Included**

Department	Description	Total Cost			
<b>Improvements to Existing Infrastructure</b>					
Fire Department	New Training Facility	\$500,000			
Fire Department	Land	225,334			
Fire Department	New Command - 2012 Command Vehicle- Replace C20	60,000			
Fire Department	New Water Tender - 2012 2,000 Gal. Tender- Replace 3032	250,000			
Fire Department	New Command - 2015 Command Vehicle- Replace C30	70,000			
Fire Department	New Engine - 2016 Type 1 engine- Replace 3012	500,000			
Fire Department	New Command - 2020 Command Vehicle- Replace C20	70,000			
Fire Department	New Engine - 2024 Type 1 Engine- Replace 3011	550,000			
Fire Department	New Engine - 2026 Type 2 Engine- Replace 3021	425,000			
Fire Department	New Command - 2028 New command Vehicle- Replace C30	75,000			
Fire Department	New Water Tender - 2030 New Water Tender- Replace 3051	<u>300,000</u>			
	Total Cost	3,025,334			
<b>Improvements to Serve Growth</b>					
Fire Department	New Fire Station	2,700,000			
Fire Department	New Engine - 2004 Type 1 Engine	217,115			
Fire Department	New ladder truck - 2007 Ladder Truck for commercial buildings	537,050			
Fire Department	10 sets of PPE New Firefighters	<u>30,000</u>			
	Total Cost	3,484,165			
			<b>Total Value</b>	<b>Allocation to Growth</b>	
				<b>Percent</b>	<b>\$</b>
			Improvements to Existing Infrastructure	47%	1,421,907
			Improvements to Serve Growth	100%	<u>3,484,165</u>
			Total Cost Allocated to Growth		4,906,072
			Number of New EDUs	1,637	
			<b>Fire Impact Fee (per EDU)</b>		<b>\$2,997.00</b>

## APPENDIX E – Staff Hourly Compensation Rates

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**Table E1**  
**City of Williams - Comprehensive Fee and Rate Study**  
**Staff Hourly Rates**

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<b>City Administration</b>	<b>Hourly Rates*</b>
City Administrator	\$89.00
City Clerk	31.00
Office Assistant	28.00
City Attorney	245.00
<b>Planning and Building</b>	
Assistant Planner	49.00
Building Director	52.00
<b>Water Department/Public Works</b>	
Water Operator	40.00
Water Foreman	51.00
City Engineer	61.00
<b>Police Department</b>	
Police Chief	87.00
Police Services Manager	50.00
Police Sergeant	64.00
Services Technician	39.00

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\* Rounded to nearest dollar; hourly rate is based on the total compensation package provided to each employee

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## APPENDIX F – User Charge Calculations

**Table F1**  
**City of Williams - Comprehensive Fee and Rate Study**  
**User Charge Calculations**

<b>User Charge</b>	<b>Hours</b>	<b>Staff Cost</b>	<b>Markup</b>	<b>Total</b>
<b>Water Reconnection</b>				
Water Foreman	0.05	\$2.56		
Public Works Clerk	0.17	6.14		
Finance Revenue Clerk	0.30	10.66		
Water Operator	0.33	<u>13.28</u>		
		32.64	15%	38.00
<b>Water Shutoff</b>				
Water Foreman	0.05	2.56		
Public Works Clerk	0.17	6.14		
Finance Revenue Clerk	0.30	10.66		
Water Operator	0.33	<u>13.28</u>		
		32.64	15%	38.00
<b>Water/Sewer Delinquency Notice</b>				
Water Foreman	0.05	2.56		
Public Works Clerk	0.10	3.68		
Finance Revenue Clerk	0.20	7.11		
Water Operator	0.10	<u>3.98</u>		
		17.33	15%	20.00
<b>Meter Installation</b>				
Water Foreman	0.25	12.79		
Public Works Clerk	0.10	3.68		
Finance Revenue Clerk	0.20	7.11		
Water Operator	2.00	<u>79.66</u>		
		103.25	15%	119.00
<b>Meter Re-reads</b>				
Water Foreman	0.05	2.56		
Public Works Clerk	0.10	3.68		
Finance Revenue Clerk	0.20	7.11		
Water Operator	0.13	<u>5.31</u>		
		18.66	15%	21.00
<b>Water Quality Sampling</b>				
Water Foreman	0.37	18.94		
Water Operator	1.50	<u>59.75</u>		
		78.68	15%	91.00
<b>New Concealed Weapon Permit</b>				
Police Services Manager	1.50	74.36		
Police Sergeant	1.00	64.76		
Police Chief	0.50	<u>43.58</u>		
		182.70	15%	210.00

**Table F2  
City of Williams - Comprehensive Fee and Rate Study  
User Charge Calculations**

User Charge	Hours	Staff Cost	Markup	Total	
<b>Concealed Weapon Renewal</b>					
Police Services Manager	0.50	24.79			
Police Chief	0.25	<u>21.79</u>			
		46.58	15%	54.00	
<b>Alcoholic Beverage License</b>					
Police Chief	0.25	21.79	15%	25.00	
<b>Record Review</b>					
Police Services Manager	0.50	24.79	15%	29.00	
<b>Vehicle Release</b>					
Services Technician	0.33	12.87			
Police Sergeant	0.25	16.19			
Police Officer	1.00	<u>57.21</u>			
		86.28	15%	99.00	
<b>Rezoning Application/General Plan Amendment (Text Amendment)</b>					
City Planner	29.50	1,437.54			
Administrative Assistant	7.38	204.91			
City Administrator	3.00	268.09			
City Engineer	0.50	30.37			
Building Officer	0.50	25.79			
Police Chief	0.50	43.58			
City Attorney	2.00	<u>490.00</u>			
		2,500.27	15%	2,875.00	Staff Cost
				<u>150.00</u>	Materials
				3,025.00	Total
<b>Rezoning Application/General Plan Amendment (Map Amendment)</b>					
City Planner	31.50	1,535.00			
Administrative Assistant	7.88	218.80			
City Administrator	5.00	446.81			
City Engineer	0.50	30.37			
Building Officer	0.50	25.79			
Police Chief	0.50	43.58			
City Attorney	2.00	<u>490.00</u>			
		2,790.35	15%	3,209.00	Staff Cost
				<u>200.00</u>	Materials
				3,409.00	Total
<b>Variance Application</b>					
City Planner	13.00	633.49			
Administrative Assistant	3.25	90.30			
City Engineer	0.50	30.37			
Building Officer	1.00	<u>51.58</u>			
		805.74	15%	927.00	Staff Cost
				<u>200.00</u>	Materials
				1,127.00	Total



**Table F3  
City of Williams - Comprehensive Fee and Rate Study  
User Charge Calculations**

User Charge	Hours	Staff Cost	Markup	Total	
<b>Major Use Permit Application</b>					
City Planner	18.00	877.14			
Administrative Assistant	4.50	125.03			
City Administrator	2.00	178.73			
City Engineer	1.50	91.10			
Building Officer	1.50	77.37			
Police Chief	1.50	<u>130.75</u>			
		1,480.12	15%	1,702.00	Staff Cost
				<u>50.00</u>	Materials
				1,752.00	Total
<b>Major Design Review Application</b>					
City Planner	19.00	925.87			
Administrative Assistant	4.75	131.98			
City Administrator	1.00	89.36			
City Engineer	2.50	151.84			
Building Officer	1.50	77.37			
Police Chief	1.50	<u>130.75</u>			
		1,507.17	15%	1,733.00	Staff Cost
				<u>100.00</u>	Materials
				1,833.00	Total
<b>Minor Use Permit Application</b>					
City Planner	8.00	389.84			
Administrative Assistant	2.00	55.57			
City Administrator	0.50	44.68			
City Engineer	0.50	30.37			
Building Officer	0.50	25.79			
Police Chief	0.50	<u>43.58</u>			
		589.83	15%	678.00	Staff Cost
				<u>50.00</u>	Materials
				728.00	Total
				600.00	Staff recommended charge
<b>Minor Design Review Application</b>					
City Planner	11.00	536.03			
Administrative Assistant	2.75	76.41			
City Engineer	1.00	60.73			
Building Officer	0.50	25.79			
Police Chief	0.50	<u>43.58</u>			
		742.55	15%	854.00	Staff Cost
				<u>50.00</u>	Materials
				904.00	Total
				500.00	Staff recommended charge

**Table F4  
City of Williams - Comprehensive Fee and Rate Study  
User Charge Calculations**

<b>User Charge</b>	<b>Hours</b>	<b>Staff Cost</b>	<b>Markup</b>	<b>Total</b>	
<b>Planned Development Use Permit Application</b>					
City Planner	18.00	877.14			
Administrative Assistant	4.50	125.03			
City Administrator	1.00	89.36			
City Engineer	2.50	151.84			
Building Officer	1.50	77.37			
Police Chief	1.50	<u>130.75</u>			
		1,451.49	15%	1,669.00	Staff Cost
				<u>100.00</u>	Materials
				1,769.00	Total
<b>Sign Permit</b>					
City Planner	1.00	48.73			
Administrative Assistant	0.25	6.95			
City Engineer	1.00	60.73			
Building Officer	2.00	<u>103.17</u>			
		219.58	15%	253.00	Staff Cost
				<u>10.00</u>	Materials
				263.00	Total
				50.00	Staff recommended charge
<b>Appeal of Planning Department Decision</b>					
City Planner	8.00	389.84			
Administrative Assistant	2.00	<u>55.57</u>			
		445.41	15%	512.00	Staff Cost
				<u>50.00</u>	Materials
				562.00	Total
<b>Environmental Review - Notice of Exemption</b>					
City Planner	1.00	48.73		49.00	Staff Cost
<b>Environmental Review - Negative Declaration &amp; Mitigated Negative Declaration</b>					
City Planner	25.00	1,218.25			
Administrative Assistant	6.25	173.65			
City Administrator	2.00	178.73			
City Engineer	2.00	121.47			
Building Officer	2.00	103.17			
Police Chief	2.00	174.33			
Attorney	2.00	<u>490.00</u>			
		2,459.59	15%	2,829.00	Staff Cost
				<u>200.00</u>	Materials
				3,029.00	Total

**Table F5**  
**City of Williams - Comprehensive Fee and Rate Study**  
**User Charge Calculations**

User Charge	Hours	Staff Cost	Markup	Total	
<b>Environmental Review - Environmental Impact Report</b>					
City Planner	106.00	5,165.38			
Administrative Assistant	26.50	736.29			
City Administrator	23.00	2,055.34			
City Engineer	8.00	485.88			
Building Officer	6.50	335.29			
Police Chief	6.50	566.58			
Attorney	20.00	<u>4,900.00</u>			
		14,244.74	15%	16,381.00	Staff Cost
				<u>400.00</u>	Materials
				16,781.00	Total
<b>Annexation Application</b>					
City Planner	70.00	3,411.10			
Administrative Assistant	17.50	486.23			
City Administrator	28.00	2,502.15			
City Engineer	9.50	576.98			
Building Officer	2.50	128.96			
Police Chief	2.50	217.91			
Attorney	10.00	<u>2,450.00</u>			
		9,773.32	15%	11,239.00	Staff Cost (base)
					Staff Cost (coordination with
				2,248.00	LAFCO)
				<u>400.00</u>	Materials
				13,887.00	Total
<b>Tentative Map</b>					
City Planner	32.00	1,559.36			
Administrative Assistant	8.00	222.28			
City Administrator	3.00	268.09			
City Engineer	10.00	607.34			
Building Officer	2.00	103.17			
Police Chief	2.00	<u>174.33</u>			
		2,934.56	15%	3,375.00	Staff Cost
				<u>300.00</u>	Materials
				3,675.00	Total
<b>Vesting Tentative Map</b>					
City Planner	56.00	2,728.88			
Administrative Assistant	14.00	388.98			
City Administrator	5.00	446.81			
City Engineer	16.00	971.75			
Building Officer	2.00	103.17			
Police Chief	2.00	<u>174.33</u>			
		4,813.92	15%	5,536.00	Staff Cost
				<u>300.00</u>	Materials
				5,836.00	Total

**Table F6**  
**City of Williams - Comprehensive Fee and Rate Study**  
**User Charge Calculations**

<b>User Charge</b>	<b>Hours</b>	<b>Staff Cost</b>	<b>Markup</b>	<b>Total</b>	
<b>Parcel Map</b>					
City Planner	24.00	1,169.52			
Administrative Assistant	6.00	166.71			
City Administrator	2.00	178.73			
City Engineer	9.00	546.61			
Building Officer	2.00	103.17			
Police Chief	2.00	<u>174.33</u>			
		2,339.06	15%	2,690.00	Staff Cost
				<u>200.00</u>	Materials
				2,890.00	Total
<b>Lot Line Adjustment</b>					
City Planner	4.00	194.92			
Administrative Assistant	1.00	27.78			
City Engineer	4.00	<u>242.94</u>			
		465.64	15%	535.00	Staff Cost
				<u>25.00</u>	Materials
				560.00	Total
<b>Plan Check Review Process</b>					
City Planner	2.00	97.46			
Administrative Assistant	0.50	13.89			
City Engineer	3.00	182.20			
Building Officer	4.00	206.33			
Police Chief	2.00	<u>174.33</u>			
		674.22	15%	775.00	Staff Cost
				<u>50.00</u>	Materials
				825.00	Total
<b>Appeal of Planning Commission Decision</b>					
City Planner	10.00	487.30			
Administrative Assistant	2.50	69.46			
City Administrator	3.50	<u>312.77</u>			
		869.53	15%	1,000.00	Staff Cost
				<u>50.00</u>	Materials
				1,050.00	Total
<b>Construction Inspection</b>					
City Planner	2.00	97.46			
Administrative Assistant	0.50	<u>13.89</u>			
		111.35	15%	128.00	Staff Cost

**Table F7  
City of Williams - Comprehensive Fee and Rate Study  
User Charge Calculations**

User Charge	Hours	Staff Cost	Markup	Total	
<b>Specific Plans</b>					
City Planner	41.50	2,022.30			
Administrative Assistant	10.38	288.26			
City Administrator	7.00	625.54			
City Engineer	2.00	121.47			
Building Officer	2.00	103.17			
Police Chief	2.00	174.33			
City Attorney	6.00	<u>1,470.00</u>			
		4,805.06	15%	5,526.00	Staff Cost
				<u>450.00</u>	Materials
				5,976.00	Total
<b>Amendments to Specific Plans</b>					
City Planner	32.50	1,583.73			
Administrative Assistant	8.13	225.75			
City Administrator	5.00	446.81			
City Engineer	1.50	91.10			
Building Officer	1.50	77.37			
City Attorney	3.00	<u>735.00</u>			
		3,159.76	15%	3,634.00	Staff Cost
				<u>200.00</u>	Materials
				3,834.00	Total
<b>Development Agreements</b>					
City Planner	55.00	2,680.15			
Administrative Assistant	13.75	382.04			
City Administrator	14.00	1,251.08			
City Engineer	4.50	273.30			
Building Officer	2.50	128.96			
Police Chief	2.50	217.91			
City Attorney	20.00	<u>4,900.00</u>			
		9,833.44	15%	11,308.00	Staff Cost
				<u>400.00</u>	Materials
				11,708.00	Total
<b>Amendment to Use Permit</b>					
City Planner	13.00	633.49			
Administrative Assistant	3.25	90.30			
City Administrator	2.00	178.73			
City Engineer	1.50	91.10			
Building Officer	1.50	77.37			
Police Chief	1.50	<u>130.75</u>			
		1,201.74	15%	1,382.00	Staff Cost
				<u>50.00</u>	Materials
				1,432.00	Total
				500.00	Staff recommended charge



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## **ATTACHMENT B**

### **SCOPE OF WORK**

The City has identified the following tasks for this project. These tasks are suggestive and intended as a general guideline. The consultant is encouraged to recommend alternative tasks, scopes, and services that may be appropriate. The City plans to bring the updated User fees and Development Impact Fee and Capital Improvement Plan to the City Council for its action by July 2017.

#### **Task 1: Develop Project Strategy**

**January 2017**

Task 1.1: The Consultant will review and consider the documents in Attachment A of this RFP and/or others supplied by the City.

Task 1.2: The Consultant will develop a list of user fees and development impact fees charged by surrounding and similar cities in California. This comparison should highlight what is included in these fees and, to the extent practicable, make comparisons of similar types of fees. The City is also interested in having the Consultant suggest new fee areas that other similar cities have adopted and implemented.

Task 1.3: The Consultant will convene two strategy sessions with the City to determine the project's direction, including fee categories (new, existing, and/or whether to include other City fees and impact fees); perform a special analysis of other items of strategic importance identified by the City and/or Consultant.

#### **Task 2: Hold Project Kickoff and Project Management Meetings**

**January-July 2017**

With a strategy in place, the Consultant and the City will hold a kick-off meeting to discuss the project, deliverables, timetables, and tasks.

The Consultant will participate in periodic (every three weeks) conference calls and/or meetings with City staff to report on progress and/or problems, and identify potential solutions and courses of action. Two days before these meetings and/or calls, the Consultant will provide an agenda of items to be discussed (via e-mail). Following each meeting/call, the Consultant will provide a summary of the discussion highlights and actions to be taken by the Consultant and City (via e-mail).

#### **Task 3: Data Collection**

**January-February 2017**

The Consultant will collect all data required to fully support the project, including existing and anticipated future development projections, a list of prioritized public improvements and other relevant information. The City intends for the Consultant to review the City's existing DIF fees, as well as review the administrative fee used to fund administration of the DIF program. The City will collaborate with the Consultant to draft a revised CIP (list of improvements and costs) which will be available prior to work being conducted on the DIF Program. The Consultant will review and comment on the Draft CIP Plan and assist the City in finalizing its CIP Plan in conjunction with the preparation of the Nexus Study. The following Impact Fee Categories, shall be considered, but not limited to this study as follows:

1. Water Connection
2. Wastewater Connection

3. Police Protection
4. Parks and Recreation
5. Administrative Facilities
6. Storm Water/Drainage
7. Traffic
8. Quimby Act fees under the Subdivision Regulations, Section 16.36 of the Municipal Code
9. Fire Protection Impact Fees for the Williams Fire Authority

The Consultant's review shall be based on their professional judgment and experience and, if needed, develop high-level cost estimates for improvements based on comparable projects.

**Task 4: Area Benefit Analysis**

**January-February 2017**

The Consultant will collaborate with staff to analyze areas of benefit to apply costs associated with improvements in the CIP. This will include use of mapping to identify areas of the City that would benefit from more significant improvements, such as new signalized intersections, and how costs from new development would more equitably be distributed within Williams. This analysis should consider approaches or possible strategies to facilitate infill development through reduced impact fees within the older west section of town. Areas of Benefit may or may not be used in the final DIF Program depending on level of compliance with State law and priorities of the City.

**Task 5: Fee Calculation and Analysis**

**March-April 2017**

The Consultant will develop a fee model and calculate the supportable fees for each fee category based on the City's existing fees, including updating the administrative fee to fund administration of the DIF Program, if warranted, and the City's draft CIP Plan. The addition/deletion of new/existing fees will be consistent with the City's project strategy, as determined in Task 1. The Consultant and City will need to maintain a productive dialogue throughout the process to ensure methodologies applied to the various fees are appropriate while ensuring the methodologies conform to the requirements of the applicable State law(s). This dialogue may result in adjusted or wholly new fee methodologies. The analysis will also consider the existing Citywide Development Impact Fees and the comparison of these impact fees to both surrounding and similar cities in California to ensure reasonableness, consistency, and feasibility of the fees and projects proposed to be funded as part of the study, as prepared in Task 1.

**Task 6: Prepare Administrative DIF Program / Nexus Study  
and CIP Plan Updates**

**April-May 2017**

The Consultant will prepare and provide a comprehensive administrative draft, as well as technical reports for each fee category, including but not limited to, methodology, findings, supporting justification, recommended user and impact fees, recommendation for the elimination/ consolidation of existing fees based on the creation of new fees, distribution of fees by area of benefit, and calculations that provide the legal nexus between the fee recommendations and new development as required by law.

The Consultant will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft and individual technical reports will include an executive summary and conclusion.

In general, the administrative draft will consist of a discussion of the framework, description of the project, applicable statutory/legal framework, methodologies used, analysis, fee methodology recommendations, in addition to finalizing the CIP Plan.

The administrative draft will include strategies and options for policymakers to set fees both at and below full cost recovery, and an analysis of how these options would result in the elimination of specific projects or types of projects from the proposed project list for each fee category.

The Consultant also will revise the administrative draft according to one set of consolidated comments on the draft reports from the City.

**Task 7: Prepare Public Review Draft DIF Program / Nexus Study  
and CIP Plan Updates**

**April-May 2017**

Based on Tasks 1 through 5, the Consultant will develop and then present a Public Review Draft in two outreach meetings to key stakeholders, such as members of the business community and developers, and one public hearing before the City Council. The purpose of these meetings is to solicit community and stakeholder input. The proposed budget should include a cost per meeting in case additional public meetings are necessary. The Consultant shall develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft.

**Task 8: Final DIF Program / Nexus Study and CIP Plan  
and Adoption by City Council**

**June-July 2017**

After incorporating input from the community on the Public Review Draft, the Consultant shall prepare a final draft of the report. The Consultant shall make revisions based on one set of consolidated comments on the final draft from the City and shall review a draft of a proposed ordinance prepared by the City. The Consultant will present the Final Update and Study to the City Council during a public hearing, and make revisions, if any, requested by the City Council. The Consultant will assist staff and participate in the presentation to Council if any additional follow-up Council meetings are needed to complete the City Council's adoption of the updated DIF and CIP Programs.

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**ATTAVHMENT C**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**(between City of Williams and ...)**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Williams, a California municipal corporation ("City"), and \_\_\_\_\_ ("Consultant").

**I. RECITALS**

- A.** Consultant desires to perform and assume responsibility for the provision of traffic engineering consultant services required by the City on the terms and conditions set forth in this Agreement.
- B.** Consultant has presented a statement of qualifications for such services to the City, dated \_\_\_\_\_, (attached hereto and incorporated herein as Exhibit C) and is duly licensed, qualified and experienced to perform those services
- C.** Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.
- D.** City desires to engage Consultant to render such services as set forth in this Agreement.

**II. AGREEMENT**

**A. Scope of Services**

General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional traffic engineering consultant services ("Services") as more particularly described in Exhibit A. in accordance with the schedule of charges described in Exhibit B attached hereto and incorporated herein, and as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

**B. Schedule of Services**

Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit A.

Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

### **C. Fees and Payments**

Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, Schedule of Charges. Consultant shall not receive compensation for services without prior City approval.

Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

### **D. Changes**

The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

### **E. Responsibilities of Consultant**

Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

## **F. Insurance**

Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000.00 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering Hired-Non-Owned Auto with minimum limits of \$1,000,000.00 each accident.

Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000.00 per accident for bodily injury and disease.

Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000.00. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

Endorsements. The policy or policies of insurance required by Sections 0 Commercial General Liability and 0 Automobile Liability shall be endorsed to provide the following:

Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

The policy or policies of insurance required by Section 0 Workers’ Compensation shall be endorsed, as follows:

Waiver of Subrogation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

The policy or policies of insurance required by Section 0, Professional Liability shall be endorsed, as follows:

Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to

the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

## **G. Ownership of Materials and Confidentiality**

Documents and Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

#### **H. Accounting Records**

Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

#### **I. Subcontracting**

Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

#### **J. Termination of Agreement**

Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been completed up to the date of termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause, including non-payment of Consultant's undisputed invoices within sixty (60) days of the invoice date.

Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request and payment to Consultant.

Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## **K. General Provisions**

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City: City of Williams  
810 E Street  
Williams, CA 95987  
Attn.: Frank Kennedy, City Administrator

Consultant: Name  
Address  
City, State, Zip  
Attn.: Contact, Title

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit with the U.S. Postal Service, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Indemnification. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of,

pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

Time of Essence. Time is of the essence for each and every provision of this Agreement.

Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF WILLIAMS**

**CONSULTANT**

By: \_\_\_\_\_  
Frank Kennedy  
City Administrator

By: \_\_\_\_\_  
Name  
Title

***Attest:***

***Attest:***

By: \_\_\_\_\_  
Name  
City Clerk

By: \_\_\_\_\_  
Name  
Title

***Approved as to From:***

By: \_\_\_\_\_  
Best Best & Krieger, LLP  
City Attorney



