



Willows City Council Regular Meeting

June 25, 2024
Willows City Hall
6:00 PM

City Council
Gary Hansen, Mayor
Evan Hutson, Vice Mayor
Rick Thomas, Council Member
David Vodden, Council Member
Forrest Sprague, Council Member

City Manager
Marti Brown

City Clerk
Amos Hoover

201 North Lassen Street
Willows, CA 95988
(530) 934-7041

Agenda

Watch the Council meeting online via Zoom (Passcode 95988):

<https://us06web.zoom.us/j/84032894319?pwd=yajiTx6Tstf5LUovg1tgw55LZKpSWr.1>

Remote viewing of the City Council meeting for members of the public is provided for convenience only. In the event that the remote viewing connection malfunctions for any reason, the City Council reserves the right to conduct the meeting without remote viewing.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CHANGES TO THE AGENDA**
5. **PUBLIC COMMENT & CONSENT CALENDAR FORUM**

All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Councilmembers or the City Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the City Council concerning Consent Calendar items or regarding matters that are not already on the agenda are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: ahoover@cityofwillows.org.

a. **Register Approval**

Recommended Action: Approve general checking, payroll, and direct deposit check registers.

Contact: Amos Hoover, City Clerk, ahoover@cityofwillows.org

b. **Minutes Approval**

Recommended Action: Approve the May 29, 2024, and June 11, 2024, meeting minutes.

Contact: Amos Hoover, City Clerk, ahoover@cityofwillows.org

c. **Prentice Long Contract Amendment to Comprehensively Update the Willows Municipal Code**

Recommended Action: Authorize the City Manager to amend the contract with Prentice Long for a time extension until March 31, 2025, to complete comprehensively updating the City of Willow Municipal Code.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

6. PUBLIC HEARING

All matters in this section of the agenda are formal public hearings and will be acted on individually. Once the Mayor opens the public hearing, members of the public may request to speak. When you are called on by the Mayor, please state your name clearly for the audio recording. If you have any documentation that you would like to be distributed to the Council, please give it to the City Clerk for distribution.

- a. **Landscaping and Lighting Special Assessment District – Authorization to Levy Assessments**
Recommended Action: Conduct the required public protest hearing and consider the attached resolution approving the Engineer’s Report as filed, confirming the assessment diagram and amounts as set forth therein and authorizing the levy and collection of assessments for the Fiscal Year 2024-25.
Contact: John Wanger, City Engineer, jwanger@cityofwillows.org
- b. **Master Fee Schedule Update**
Recommended Action: Hold a public hearing and consider approval of the proposed update to the Master Fee Schedule (‘Schedule’).
Contact: Joe Bettencourt, Community Development & Services Director, jbettencourt@cityofwillows.org

7. DISCUSSION & ACTION CALENDAR

All matters in this section of the agenda are discussed and will be acted on individually. Individuals wishing to address the City Council concerning any of these items are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. When the Mayor calls for public comment, please raise your hand to be acknowledged. While not required, the City requests that you please state your name clearly for the audio recording. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: ahoover@cityofwillows.org.

- a. **SB 1 Transportation Funds – Project List for FY 2024-25**
Recommended Action: Approve the attached resolution and Approve the attached resolution and 1.) review the recommended street projects to be funded with SB 1 monies; 2.) receive public comments; 3.) direct staff to make any changes, if necessary; 4.) direct staff to proceed with submitting the FY 24-25 Road Maintenance and Rehabilitation Account (RMRA) project list to the State for approval; and 5.) authorize the necessary changes to the budget reflecting the anticipated revenues from SB-1 as mentioned herein and the expenditures for improvements to the streets included in the 2025 Pavement Rehabilitation Project as mentioned herein.
Contact: Joe Bettencourt, Community Development & Services Director, jbettencourt@cityofwillows.org

8. COMMENTS & REPORTS

- a. Council Correspondence
- b. City Council Comments & Reports
- c. City Manager’s Report

9. ADJOURNMENT

This agenda was posted on June 19, 2024.

Amos Hoover

Amos Hoover, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City of Willows is an Equal Opportunity Provider.



PUBLIC COMMENT & CONSENT CALENDAR FORUM



	<u>PERIOD</u>		
	6/6/2024	TO	6/7/2024
Payroll	666	TO	697
Check Register	54508	TO	54562

APPROVAL DATE 6/25/2024

APPROVED _____



City of Willows

Check Register

Packet: APPKT00225 - PAYROLL LIABILITIES 06/06/24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1194	CALIFORNIA STATE DISBURSE	06/06/2024	Regular	0.00	162.92	54508
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV0000666	Invoice	06/07/2024	CHILD SUPPORT	0.00	162.92	
301-000-90899		MISCELLANEOUS PAYROL			162.92	
2223	UNITED PUBLIC EMPLOYEES A	06/06/2024	Regular	0.00	256.41	54509
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV0000672	Invoice	06/07/2024	PUBLIC SAFETY DUES	0.00	256.41	
301-000-90202		PUBLIC SAFETY ASSOCIATI			256.41	

Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	419.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	419.33



City of Willows

Payroll Check Register

Employee Pay Summary

Pay Period: 5/20/2024-6/2/2024

Packet: PYPKT00231 - PAY PERIOD 05/27/24 to 06/02/24

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings
ABOLD, STEVEN B	ABO00	06/07/2024	690	2,130.11
ARELLANES, ASHLEY MARIE	ARE00	06/07/2024	679	1,426.76
BETTENCOURT, JOSEPH	BET01	06/07/2024	695	4,750.61
BOBADILLA, PEDRO D	BOB00	06/07/2024	685	50.00
BRIONES, BRENDA VALENZU	BRI00	06/07/2024	680	320.00
BROTT, SHERRY	BRO02	06/07/2024	674	50.00
BROWN, MARTHA	BRO01	06/07/2024	670	5,676.92
EHORN, CAITLIN A	EHO02	06/07/2024	681	1,468.00
EHORN, MARIA ANNETTE	EHO00	06/07/2024	675	50.00
ENOS, KYLE	ENO00	06/07/2024	686	2,412.86
FUENTES, JAIME	FUE01	06/07/2024	687	3,378.23
GAMBOA, YADIRA	GAM00	06/07/2024	682	176.00
HANSEN, GARY L	HAN02	06/07/2024	666	250.00
HAZLETT, ROBIN	HAZ01	06/07/2024	672	1,988.61
HOOVER, AMOS	HOO00	06/07/2024	671	4,293.92
HUTSON, EVAN C	HUT01	06/07/2024	688	250.00
LOMBARD, TYLER JOSEPH	LOM00	06/07/2024	689	3,555.74
MINGS, MICHAEL E	MIN00	06/07/2024	691	2,643.82
MONCK, NATHANIAL T	MON00	06/07/2024	696	4,651.38
MOORE, JOANNE	MOO01	06/07/2024	673	4,040.15
MYERS, HOLLY	MEY00	06/07/2024	676	50.00
PFYL, NATISA N	PFY00	06/07/2024	697	3,001.51
RANDOLPH, MATTHEW	RAN01	06/07/2024	692	1,676.16
REED, JOSHUA	REE00	06/07/2024	693	1,676.15
RUSTENHOVEN, TARA L	RUS01	06/07/2024	678	2,446.92
SPENCE, KYLIEGH C	SPE02	06/07/2024	683	544.00
SPRAGUE, FORREST	SPR00	06/07/2024	667	250.00
THOMAS, RICHARD	THO00	06/07/2024	668	250.00
VALENCIA, LLANIRA	VAL01	06/07/2024	677	50.00
VARGAS, GIOVANI	VAR00	06/07/2024	684	504.00
VASQUEZ, PEDRO CEASAR	VAS01	06/07/2024	694	2,170.69
VODDEN, DAVID	VOD00	06/07/2024	669	250.00
			Totals:	56,432.54



City of Willows

Check Register

Packet: APPKT00227 - AP CHECK RUN 6-7-24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1014	ACCESS	06/07/2024	Regular	0.00	187.19	54510
1026	AERIAL INSPECTION SERVICE	06/07/2024	Regular	0.00	1,290.00	54511
1052	AMAZON CAPITAL SERVICES	06/07/2024	Regular	0.00	1,790.32	54512
2350	AMOS HOOVER	06/07/2024	Regular	0.00	25.00	54513
2429	B & M BUILDERS, INC	06/07/2024	Regular	0.00	68,676.00	54514
1103	BAKER & TAYLOR BOOKS	06/07/2024	Regular	0.00	377.89	54515
1211	CASCADE FIRE EQUIPMENT	06/07/2024	Regular	0.00	124.63	54516
1219	CENGAGE LEARNING INC/GALE	06/07/2024	Regular	0.00	710.11	54517
1255	COASTLAND CIVIL ENGINEERI	06/07/2024	Regular	0.00	66,762.00	54518
	Void	06/07/2024	Regular	0.00	0.00	54519
	Void	06/07/2024	Regular	0.00	0.00	54520
	Void	06/07/2024	Regular	0.00	0.00	54521
1261	COMCAST CABLE	06/07/2024	Regular	0.00	152.94	54522
1261	COMCAST CABLE	06/07/2024	Regular	0.00	443.94	54523
1277	CORNING LUMBER WILLOWS	06/07/2024	Regular	0.00	14.07	54524
1308	DAHLMEIER INSURANCE AGENC	06/07/2024	Regular	0.00	172.00	54525
1463	GANDY-STALEY OIL CO.	06/07/2024	Regular	0.00	2,013.81	54526
1503	GLENN CO. SHERIFFS DEPT.	06/07/2024	Regular	0.00	119,115.54	54527
1560	ILLINOIS LIBRARY ASSOCIAT	06/07/2024	Regular	0.00	301.50	54528
1606	JEREMY'S PEST STOMPERS	06/07/2024	Regular	0.00	40.00	54529
1614	JODY MEZA	06/07/2024	Regular	0.00	77.35	54530
1662	KIMBALL MIDWEST	06/07/2024	Regular	0.00	99.89	54531
2363	LACO Associates	06/07/2024	Regular	0.00	9,014.48	54532
1680	LANNIE'S SEPTIC TANK SERV	06/07/2024	Regular	0.00	144.79	54533
2424	MARLEY GARCIA VALDES	06/07/2024	Regular	0.00	35.00	54534
2425	MDR NORTHSTATE FIRE TRAINING	06/07/2024	Regular	0.00	50.00	54535
1770	MENDES SUPPLY COMPANY	06/07/2024	Regular	0.00	116.28	54536
1778	MIDAMERICA ADMIN & RETIRE	06/07/2024	Regular	0.00	183.00	54537
1780	MIDWEST TAPE	06/07/2024	Regular	0.00	138.29	54538
1792	MJB WELDING SUPPLY, INC.	06/07/2024	Regular	0.00	53.32	54539
1810	MUNICIPAL EMERGENCY SERVI	06/07/2024	Regular	0.00	2,181.40	54540
2312	NAPA AUTO PARTS	06/07/2024	Regular	0.00	105.11	54541
1877	ORLAND SAW & MOWER	06/07/2024	Regular	0.00	194.54	54542
1897	PARCELQUEST	06/07/2024	Regular	0.00	4,497.00	54543
2428	PAYLESS BUILDING SUPPLY	06/07/2024	Regular	0.00	1,375.51	54544
1143	PEDRO BOBADILLA	06/07/2024	Regular	0.00	3,173.06	54545
1917	PG & E	06/07/2024	Regular	0.00	14,707.63	54546
	Void	06/07/2024	Regular	0.00	0.00	54547
	Void	06/07/2024	Regular	0.00	0.00	54548
	Void	06/07/2024	Regular	0.00	0.00	54549
2332	Prentice Long, PC	06/07/2024	Regular	0.00	46,154.98	54550
2041	SACRAMENTO VALLEY MIRROR	06/07/2024	Regular	0.00	183.00	54551
2334	STREAM IT NETWORKS LLC	06/07/2024	Regular	0.00	170.00	54552
2132	SUN LIFE FINANCIAL	06/07/2024	Regular	0.00	1,319.07	54553
1439	THE FIRST CHOICE COFFEE S	06/07/2024	Regular	0.00	45.00	54554
1798	UBEO WEST, LLC	06/07/2024	Regular	0.00	445.60	54555
2395	US BANK CORPORATE PAYMENT SY	06/07/2024	Regular	0.00	2,299.36	54556
	Void	06/07/2024	Regular	0.00	0.00	54557
2248	VERIZON WIRELESS	06/07/2024	Regular	0.00	402.92	54558
2295	WILLOWS ACE HARDWARE	06/07/2024	Regular	0.00	614.79	54559
2427	WILLOWS EMERGENCY AND SAFETY	06/07/2024	Regular	0.00	1,500.00	54560
2282	WILLOWS HARDWARE, INC.	06/07/2024	Regular	0.00	38.12	54561

Check Register

Packet: APPKT00227-AP CHECK RUN 6-7-24

Vendor Number 1902	Vendor Name WYATT PAXTON	Payment Date 06/07/2024	Payment Type Regular	Discount Amount 0.00	Payment Amount 3,752.50	Number 54562
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Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	134	46	0.00	355,268.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	134	53	0.00	355,268.93



Willows City Council Special Meeting Action Minutes

Agenda Item #5b.

City Council

Gary Hansen, Mayor
Evan Hutson, Vice Mayor
Rick Thomas, Council Member
David Vodden, Council Member
Forrest Sprague, Council Member

May 29, 2024
Willows City Hall
2:00 PM

City Manager
Marti Brown

City Clerk
Amos Hoover

201 North Lassen Street
Willows, CA 95988
(530) 934-7041

1. **CALL TO ORDER – 2:00 PM**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Councilmembers Present: Mayor Hansen, Vice Mayor Hutson, and Councilmembers Thomas, Sprague, and Vodden

Councilmembers Absent: None

4. **PUBLIC COMMENT**

Dan Gupton

5. **BUDGET WORKSHOP: FY 2024-25 PRELIMINARY BUDGET REVIEW**

Action: Received presentation on the FY2024-25 budget and provided direction to staff.

10. **ADJOURNMENT - 4:40PM**

Amos Hoover, City Clerk



Willows City Council Regular Meeting Action Minutes

June 11, 2024
Willows City Hall
6:00 PM

City Council
Gary Hansen, Mayor
Evan Hutson, Vice Mayor
Rick Thomas, Council Member
David Vodden, Council Member
Forrest Sprague, Council Member

City Manager
Marti Brown

City Clerk
Amos Hoover

201 North Lassen Street
Willows, CA 95988
(530) 934-7041

1. CALL TO ORDER – 6:00 PM

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Councilmembers Present: Mayor Hansen, Vice Mayor Hutson, and Councilmembers Thomas, Sprague, and Vodden

Councilmembers Absent: None

4. CHANGES TO THE AGENDA

Moved Item #7a up immediately following the consent calendar agenda.

5. PUBLIC COMMENT & CONSENT CALENDAR FORUM

a. Register Approval

Action: Approved general checking, payroll, and direct deposit check registers.

b. Minutes Approval

Action: Approved the May 28, 2024, meeting minutes.

c. Solid Waste Management Parcel Fee

Action: Adopted a resolution extending service charges imposed on improved real property within the incorporated area of the City of Willows for the use of and/or ability to use the Glenn County Solid Waste System during fiscal year 2024-25.

d. 2024 November General Election

Action: Adopt a resolution requesting the Glenn County Board of Supervisors to render specified services to the City of Willows to conduct the City's Municipal Elections to be held on November 5, 2024.

e. Library Board of Trustees Appointment

Action: Appointed Kristel Bettencourt to the Willows Library Board of Trustees.

Moved/Seconded: Councilmembers Thomas and Sprague

Yes: Councilmembers Thomas, Sprague, Vodden, Vice Mayor Hutson, and Mayor Hansen

No: None

6. PUBLIC HEARING

a. Unmet Transit Needs Discovery Process

Action: Facilitated a public hearing on behalf of the Glenn County Transit Authority as part of their unmet transit needs discovery process.

Public Hearing Open: 6:51PM, Closed 6:51

7. DISCUSSION AND ACTION CALENDAR

a. Final Results of Council Goal and Priority Setting Workshop

Action: Adopted the City Council's final vision, priorities, and goals resulting from the May 1 and 15 Goal and Priority Setting Workshops.

Public Comment: Doug Ross, Janice Smith

Moved/Seconded: Councilmember Vodden and Vice Mayor Hutson

Yes: Councilmembers Thomas, Sprague, Vodden, Vice Mayor Hutson, and Mayor Hansen

No: None

b. I-5 Feasibility Study – Final Project

Action: Received presentation and accepted completion of the I-5 Feasibility Study.

Moved/Seconded: Vice Mayor Hutson and Councilmember Sprague

Yes: Councilmembers Thomas, Sprague, Vodden, Vice Mayor Hutson, and Mayor Hansen

No: None

c. Glenn Groundwater Authority Funding

Action: Approved a resolution authorizing the City Manager to execute an agreement with Glenn Groundwater Authority (GGA) for a not-to-exceed amount of \$6,723.31 per year over the next five fiscal years.

Moved/Seconded: Councilmember Thomas and Vice Mayor Hutson

Yes: Councilmembers Thomas, Sprague, Vodden, Vice Mayor Hutson, and Mayor Hansen

No: None

8. COMMENTS & REPORTS

a. Council Correspondence

b. City Council Comments & Reports

c. City Manager's Report

9. **CLOSED SESSION**

Public Employee Discipline/Dismissal Release (§ 54957)

Report Out: Information was received from staff and direction was given to staff.

10. **ADJOURNMENT - 8:43PM**

Amos Hoover, City Clerk



Date: June 25, 2024

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: Prentice Long Contract Amendment to Comprehensively Update the Willows Municipal Code

Recommendation:

Authorize the City Manager to amend the contract with Prentice Long for a time extension until March 31, 2025, to complete comprehensively updating the City of Willow Municipal Code.

Rationale for Recommendation:

The contract with Prentice Long to comprehensively update the City of Willows Municipal Code expires on June 30, 2024, and the code update is not yet complete.

Background:

Recognizing that the Willows Municipal Code was outdated, the City Council approved funding for an update as part of the fiscal year 2022-23 budget. Staff circulated a Request for Proposals (RFP) for consulting services in January 2023 and extended the deadline twice (until April 2023) to ensure an adequate number of qualified responses were received. The RFP was posted in the Valley Mirror and was also delivered to 10 qualified firms. By the due date, the City received three total qualified responses, which were presented to the City Council on June 13, 2023.

After reviewing the proposals received, the majority City Council authorized the City Manager to execute a contract with Prentice Long to comprehensively update the Willows Municipal Code.

Discussion & Analysis:

As the proposed "First Amendment" states (Attachment 1), Prentice Long requests a contract time extension until March 31, 2025. As also previously stated, there is no additional cost associated with the contract extension.

Fiscal Impact:

There is no fiscal impact to the City by amending the contract for a time extension.

Attachment:

- Attachment 1: First Amendment for Legal Services Contract with Prentice Long
- Attachment 2: Prentice Long Proposal

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT FOR A COMPREHENSIVE UPDATE OF THE CITY
OF WILLOWS MUNICIPAL CODE**

THIS FIRST AMENDMENT for legal services is entered into by and between the City of Willows, a general law city in the State of California ("City"), and Prentice Long, PC ("Law Firm"), as of _____, 2024 (the "Effective Date").

WHEREAS, City and Law Firm have entered into a Legal Services Agreement ("Agreement") dated July 1, 2023, wherein the term of the Agreement is July 1, 2023 through June 30, 2024; and

WHEREAS, City and Law Firm desire to amend said Agreement to extend the term of the Agreement to March 31, 2025.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

- 1. Section 1.1, "Term of Services," is hereby amended to the Agreement to read as follows:

"The term of this Agreement shall begin on the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement or March 31, 2025, whichever is earlier. Law Firm shall complete the work described in Exhibit "A" during that term, unless the term of the Agreement is otherwise terminated, as provided for in Section 7, or amended by mutual consent of the parties. The time provided to Law Firm to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 7.1."

- 2. Except as herein amended, the Agreement dated July 1, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY:

LAW FIRM:

CITY OF WILLOWS,
A General Law City

PRENTICE LONG, PC

By: _____
Marti Brown, City Manager

By: _____
Margaret E. Long, Managing Partner

Exhibits:

Exhibit A: Legal Services Agreement

**LEGAL SERVICES AGREEMENT BETWEEN
THE CITY OF WILLOWS AND PRENTICE LONG, PC
FOR LEGAL SERVICES FOR A COMPREHENSIVE UPDATE OF THE CITY OF
WILLOWS MUNICIPAL CODE**

THIS AGREEMENT for legal services is entered into by and between the City of Willows, a general law city in the State of California ("City"), and Prentice Long, PC ("Law Firm"), as of July 1, 2023 (the "Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit "A" at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall prevail.

SEAN CAMERON ("Attorney") is designated as the primary contact and consultant on the project. The Parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Attorney in the performance of this Agreement.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement or within one year, whichever is earlier. Law Firm shall complete the work described in Exhibit "A" during that term, unless the term of the Agreement is otherwise terminated, as provided for in Section 7, or amended by mutual consent of the parties. The time provided to Law Firm to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 7 .1.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged. Law Firm shall prepare all work products required by

this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit "B", notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Law Firm's proposal, attached as Exhibit "A", regarding the amount of compensation, the Agreement shall prevail. City shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Law Firm shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Law Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended on an hourly basis. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and
- The total number of hours of work performed under the Agreement by Law Firm.

The City will not be liable for interest or finance charges, until the bill is 60 days past due.

2.2 Total Payment. City shall pay for the services to be rendered by Law Firm pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Law Firm in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Law Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager.

2.3 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit "B", and expenses not listed in Exhibit "B" are not chargeable to the City.

2.4 Payment of Taxes. Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.5 Payment upon Termination. In the event that the City or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the City shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. The Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization and direction of the City Council and/or City Manager.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to City at Law Firm's earliest possible opportunity and in no case later than five (5) days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies City may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2. Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of City. City shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary. Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm, Not Agent. Except as City may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5.3 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceeding brought by any third party, based on advice the Firm or such individuals have given to City or actions they have taken on behalf of the City, the City shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend City employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the City shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

5.4 Indemnification. Notwithstanding the forgoing, Law Firm shall indemnify, hold harmless and defend the City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

City shall indemnify, hold harmless, and defend Law Firm, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the City in the performance of this Agreement.

5.5 Federal Provisions. To the extent FEMA financial assistance will be used to fund all or a portion of this Agreement, the Firm shall comply with all federal requirements including, but not limited to, the following:

A. 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

B. Federal Contract Provisions attached hereto as Exhibit "C" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to City that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to City that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. City may cancel this Agreement at any time and without cause upon 90 days' written notification to Law Firm.

Law Firm may cancel this Agreement upon 90 days' written notice to City.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Law Firm delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the City in connection with this Agreement.

7.2 Amendments. This Agreement may be amended from time to time by written agreement of the Parties. Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Law Firm's professional services to be rendered hereunder shall require the prior written approval of the Council. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the scope of services and the agreed-upon billing rates to be charged by the Law Firm and paid by the City.

7.3 Assignment and Subcontracting. City and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of

Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the City Manager. Law Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Delegation to such outside attorneys shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. The Firm shall supervise any delegated work, except when precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the Parties.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Law Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Law Firm pursuant to this Agreement; or

7.5.3 Retain a different Law Firm to complete the work described in Exhibit "A" not finished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains

pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. The Law Firm will control the physical location of such files during the term of this Agreement. The City agrees that Law Firm may, in its discretion, maintain all or part of the City's legal files in electronic format including through use of secure cloud storage services. Law Firm agrees to apply all reasonable methods to maintain the confidentiality of the City's legal files and the data will be password protected and encrypted using currently available technology.

Law Firm hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Law Firm agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Glenn.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's profession, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

Law Firm and Attorney shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

Law Firm shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Law Firm was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the City for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.7 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.8 Notices.

Any written notice to Law Firm shall be sent to:

Prentice Long, PC
Attn: Margaret Long
2240 Court Street
Redding, CA 96001

Any written notice to City shall be sent to:

Community Development and Services Department
Attn: Community Development & Services Director
201 North Lassen Street
Willows, CA 95988

9.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.10 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

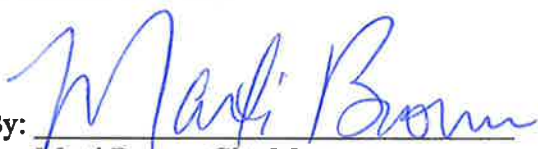
The parties have executed this Agreement as of the Effective Date.

CITY:

LAW FIRM:

CITY OF WILLOWS,
A General Law City

PRENTICE LONG, PC

By: 
Marti Brown, City Manager

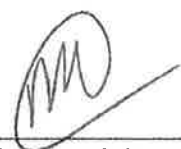
By: 
Margaret E. Long, Managing Partner

EXHIBIT “A”

SCOPE OF WORK

The following services shall be provided under this Agreement:

CONSULTING SERVICES FOR COMPREHENSIVE UPDATE OF THE CITY OF WILLOWS MUNICIPAL CODE

Law Firm shall provide review, drafting, editing, and updating of City of Willows Municipal Code which include the following:

- Attend initial meeting with City Council or City Manager to establish guidelines and objectives for Code overhaul;
- Attend further meetings with staff or Council as appropriate or requested for Code review and discussions;
- Regularly communicate - with the City Council, City Manager, City Administrative staff, department heads and designated staff;
- Advise regarding additional code sections recommended;
- Ensure timely compliance on anticipated timeline;
- Draft, edit, and review municipal ordinances;
- Ensure compliance with general plan, zoning, and other land use requirements for both City and private party-initiated actions and applications;
- Advise regarding code enforcement and building code ordinances and processes;
- Monitor and advise regarding the adoption of new federal and state laws and regulations.

~ END OF EXHIBIT “A” ~

EXHIBIT "B"

COMPENSATION

City shall compensate law firm as follows:

Consultant

City shall pay Law Firm a flat retainer of \$43,750 for all consulting services for this project, as set forth in Exhibit "A".

In consideration for this agreement, Law Firm shall generally bear its own costs and expenses in providing consulting services. City, however, shall reimburse Law Firm for the following extraordinary expenses advanced on the City's behalf:

Voluminous Duplication or Printing (charged for each page beyond 350 pages in any month)	\$0.10/page
Vehicle travel for non-standard trips Exceeding 50 miles from our Redding office.	Applicable IRS rate per mile x number of miles
Extraordinary postage or overnight Delivery costs	Actual Cost

~ END OF EXHIBIT "B" ~

EXHIBIT "C"
FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Law Firm shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Law Firm.

- 1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**
 - (A) The Law Firm shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
 - (B) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

The Law Firm shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPARTE E)

- (A) If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by the Law Firm.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- (A) The Law Firm shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Law Firm's personnel for the purpose of interview and discussion related to the books and records.
- (B) The Law Firm agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) The Law Firm agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the

following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where the Law Firm violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- (i) Termination for Convenience. The Agency may, by written notice to the Law Firm, terminate this contract for convenience, in whole or in part, at any time by giving written notice to the Law Firm of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate the Law Firm for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. The Law Firm shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by the Law Firm prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- (ii) Termination for Cause. If the Law Firm fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to the Law Firm specifying the default ("Notice of Default"). If the Law Firm does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If the Law Firm fails to cure a default as set forth above, the Agency may, by written notice to the Law Firm, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, the Law Firm shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct the Law Firm's deficiencies and charge the cost thereof to the Law Firm, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.
- (iii) Reimbursement: Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by the Law Firm's performance of the work.

(iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, the Law Firm shall promptly discontinue the work unless the Notice directs to the contrary. The Law Firm shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. The Law Firm acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. The Law Firm shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, the Law Firm shall be entitled to receive only the amounts payable under this Section, and the Law Firm specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(B) Appendix II to Part 200 (C) - Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, the Law Firm shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) The Law Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Law Firm will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Law Firm agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- (ii) The Law Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (iii) The Law Firm will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Law Firm's legal duty to furnish information.
- (iv) The Law Firm will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Law Firm will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Law Firm will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Law Firm's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or

suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (viii) The Law Firm will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or the Law Firm. The Law Firm will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the Law Firm becomes involved in, or is threatened with, litigation with a subcontractor or the Law Firm as a result of such direction, the Law Firm may request the United States to enter into such litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) - Davis-Bacon Act; Copeland Act; Not applicable to this contract.

(D) Appendix II to Part 200 (E) - Contract Work Hours and Safety Standards Act;

- (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Law Firm shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the

open market, or contracts for transportation or transmission of intelligence.

- (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- (iv) The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Law Firm or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- (v) The Law Firm or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) - Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Law Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(F) Appendix II to Part 200 (G) - Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, the Law Firm shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) the Law Firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) the Law Firm agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) the Law Firm

agrees to include these requirements in each subcontract exceeding \$150,000.

- (ii) Pursuant to the Federal Water Pollution Control Act, (1) the Law Firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) the Law Firm agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) the Law Firm agrees to include these requirements in each subcontract exceeding \$150,000.

(G) Appendix II to Part 200 (H) - Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CPR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Law Firm is required to verify that none of the Law Firm, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (ii) The Law Firm must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that the Law Firm did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) The Law Firm warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. The Law Firm also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation

in accordance with the requirements above. The Law Firm further agrees to notify the Agency in writing immediately if the Law Firm or its subcontractors are not in compliance during the term of this contract.

(H) Appendix II to Part 200 (I) - Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, the Law Firm shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, the Law Firm shall file with the Agency the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Law Firms that apply or bid or an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(I) Appendix II to Part 200 (J) - Procurement of Recovered Materials:

- (i) The Law Firm shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this contract, the Law Firm shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- (A) The Law Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Law Firm will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (C) The Law Firm acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Law Firm's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, the Law Firm, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Law Firm, the Law Firm's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that the Law Firm exceeds at its own risk.

~ END OF EXHIBIT "C" ~

RESPONSE TO REQUEST FOR PROPOSAL
FOR CONSULTING SERVICES FOR A
COMPREHENSIVE UPDATE OF
THE CITY OF WILLOWS MUNICIPAL CODE

City of Willows

prentice|LONG^{PC}

prentice|LONG^{PC}

A LAW FIRM FOUNDED ON THE
PRINCIPLE OF SERVICE

April 24, 2023

Community Development & Services Department
Attn: Patrick Piatt, Community Development & Services Director
201 North Lassen Street
Willows, CA 95988

Re: Proposal for Consulting Services for a Comprehensive Update of the City of Willows
Municipal Code

Dear Mr. Piatt:

We respectfully submit this proposal for Consulting Services for a Comprehensive Update of the City of Willows Municipal Code ("City").

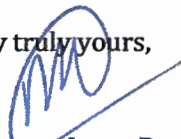
Prentice|Long, PC is a law firm founded on the principle of service. Our Firm is comprised of seasoned and experienced attorneys with a proven track record. Every attorney in the Firm stays up-to-date on the changing laws surrounding municipalities.

We are pleased to be able to offer full-service consulting services to update and re-write the City's Municipal Code by employing current 2023 best practices and standards. We will also give recommendations for additional Codes that may be absent from the City's current Municipal Code. Prentice|Long, PC will address the law and regulations topics that are included in the City's Request for Proposal. Our main office is located in Redding, California. We advise public agencies on issues such as labor/ employment, municipal law, water law, wastewater issues, and law enforcement/fire issues. We have a successful litigation record that extends all the way up to the Supreme Court of the United States. Prentice|Long, PC is also known for our trainings, which are made available to all of our clients on such matters as the Ralph M. Brown Act, sexual harassment, ethics standards for public employees, and personalized trainings to meet your needs.

The proposed price will be valid for a period of 90 days.

If you have any questions, please feel free to contact me at (530) 691-0800 or via email at margaret@prenticelongpc.com. We also encourage you to visit our website at www.prenticelongpc.com. Thank you for considering our proposal for consulting services and we very much look forward to the opportunity to serve the City.

Very truly yours,



Margaret Long, Partner

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INTRODUCTION

Prentice|Long, PC is a municipal law firm founded with the purpose of providing public agencies with first class legal services at a fair and reasonable rate. The Firm is a full-service municipal law firm which is able to provide affordable rates due to a business structure that maintains a reasonable overhead with built-in efficiencies. Prentice|Long, PC is extremely qualified to provide the services necessary to safeguard the legal needs of the City of Willows. The Firm has built a reputation for being responsive, accurate, and proactive. We look forward to bringing our passion for protecting and serving public entities to the City.

Prentice|Long, PC views the role of consultant as a partnership with the Community Development & Services Director and the City Manager to draft and produce a complete and defensible update of the existing Municipal Code. Our goal is to have a finished product that is consistent with the City's policies and objectives, and to incorporate the newly updated General Plan and Housing Element into the Municipal Code.

Prentice|Long, PC will provide regular status reports to the City of Willows regarding the progress made with the re-writing of the Municipal Code. We are always available by email and telephone, including cell phone.

We strive to address the City's questions and concerns by staying current with legal standards and case law. However, there are times when a question from a councilmember or staff may require further research. Under those circumstances, we generally try to respond within 24 hours to avoid keeping our clients waiting.

The tracking of legal fees is done through advanced technology and personnel. Fees are always reviewed, prior to billing, by at least two partners for accuracy and to identify trends in billing which may be problematic.

Our methodology is based upon service. We listen to our clients, ask follow-up questions, research anything necessary, and deliver sound legal advice both quickly and effectively.

This project consists of updating, rewriting, and adding to the City of Willows Municipal Code to bring it up to standard 2023 best practices for City ordinances and governance. The intention of these efforts will be to overhaul the City's entire Municipal Code. The firm will also seek areas where additional Codes may be needed and draft those ordinances according to City preferences and practices. Further, the firm will target issues in the Municipal Code that need more attention, such as the Code Enforcement section, where no mechanism exists, those processes will be added.

Prentice Long, PC has specific experience in developing, editing and drafting municipal codes in all areas of Local Government. Proposed consultants Sean Cameron and Margaret Long have drafted, updated and added ordinances in all municipal law areas, but specifically land use, code enforcement, and other issues pertinent to Planning Commissions and City Councils in California.

WORK PLAN

The Firm has offices in Redding and Fresno, and a satellite office in Red Bluff. Prentice|Long, PC will serve the City from the Redding/Red Bluff location, and will attend meetings, as requested, in person. The Redding/Red Bluff office location is our brick-and-mortar site.

Prentice|Long, PC prides itself on service-oriented legal support. Our firm not only has experienced attorneys ready to discuss, evaluate, advise, and research for the City, but a team of legal support staff including paralegals and legal assistants who are well-versed in public agency law, and document drafting. Our firm finds the best working relationships between the City are ones that include open, consistent, and genuine communication. Prentice|Long, PC will work with the Community Development and Services Department, City Manager, and the Department Heads to build a trusted team, with shared goals for the City.

Prentice|Long, PC's office has regularly scheduled hours where contact can be made quickly via email or phone.

We have attached a sample of our invoice for review, but can adjust it to meet your City's need.

SCOPE OF WORK

Attorney Margaret Long will be the managing consultant related to this project, and attorney Sean Cameron will be the main contact and lead consultant. Mr. Cameron and Ms. Long will work together to review, draft and compile the City of Willows Municipal Code to 2023 best practices.

PROJECT SCHEDULE

Activity	Timeline	Anticipated Completion Date
Initial kickoff meeting with City to set goals and gather of information to review.	1 week	June 1
Review of all current City personnel rules and regulations and the personnel system ordinances, and provide strikethrough recommendations	3 weeks	July 1
Meeting with City to provide status, go over strikethroughs, and make recommendations on missing or needed rules and ordinances	4 hours	July 10
Draft missing or needed rules of ordinances	2 weeks	August 1
Meet with city to deliver final product and present proposed changes	2 hours	August 15
TOTAL TIME NEEDED	TEN WEEKS	

RELATED EXPERIENCE AND REFERENCES

References with project manager/contact, name of municipality and current phone number for at least three similar projects completed in the last five years (with brief description of project):

- City of Fort Jones; Municipal Code Update; 530-468-2281
- City of Lake Shasta; Municipal Code Update; 530-275-7411
- Trinity County; County Ordinances Update; 530-623-1382

PROJECT BUDGET

Project budget is a flat rate fee of \$43,750 for an estimated 250 hours.

FEE SCHEDULE

The proposed flat rate of \$43,750 is based off of the City's preference for a flat rate. If billable hours are preferred, we can provide a revised compensation proposal depending on the City's needs.

COST SCHEDULE

Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual cost and upon preapproval of City Manager and Council
Reasonable travel expenses (mileage) (Travel to office hours and meetings with the City are included in the flat rate. This is for extraordinary travel).	Applicable IRS rate per mile x number of miles

CONSULTANT TEAM

**Margaret E. Long, Managing Partner
(Proposed Managing Consultant)**

**Sean Cameron, Senior Associate
(Proposed Lead Consultant)**

In addition to Ms. Long and Mr. Cameron, the Firm has attorneys trained to handle all of the legal needs necessary in order to accomplish the complete scope of work the City desires regarding re-writing of the Municipal Code. Mr. Cameron would be the City's primary point of contact and attend a majority of the meetings. The firm would devote 250 hours over the ten week overhaul process.

No attorneys in the Firm are the subject of a State Bar complaint.

RESUMES



Margaret E. Long

PROPOSED MANAGING CONSULTANT

Margaret Engelhardt Long is a founding member of Prentice|Long, PC, and its managing partner. Ms. Long's practice includes municipal law, civil litigation, labor and employment law, and business law.

Prior to forming Prentice|Long, PC, Ms. Long was the managing partner of Cota Cole, LLP's Redding office. From 2005 – 2013, Ms. Long was an associate with the law firm of Kenny, Snowden & Norine in Redding, California. From 2003 – 2005, she worked at Legal Services of Northern California as the Managing Attorney.

Ms. Long has considerable experience in advising municipalities and public agencies on issues relating to employment, labor, public nuisance, law enforcement, land use, code enforcement, eminent domain, housing, public contracting, unlawful detainer, medical marijuana abatement, Proposition 218, and the Brown Act. Her expertise includes facilitating local elections and initiatives, and engaging in labor negotiations on behalf of the local entity. She also has experience in providing advice to planning commissions, water districts, community services districts, municipal airports and local transportation authorities. Ms. Long provides training to public and private entities on a wide variety of topics, including sexual harassment, ethics, employment matters, governance, and legal updates. In addition, she represents five counties on their child dependency and Public Guardian matters.

For her private sector clients, Ms. Long regularly provides advice regarding wage and hour issues, employment practices, discrimination and sexual harassment matters. Ms. Long's transactional practice includes representing and advising clients on corporate formation and compliance, as well

as contract drafting and review. In litigation, Ms. Long has represented clients in the full range of issues, with particular emphasis on complex labor and employment matters. She remains actively involved with her clients through the appellate process, and was the lead attorney on two published matters: *Dutra v. Mercy Medical Center Mt. Shasta* (2012) 209 Cal.App.4th 750, and *Erlin v. United States* (9th Cir. 2004) 364 F.3d 1127.

Education and Activities

Ms. Long received her Bachelor of Arts degree with honors from Wesleyan University in 2000. She received her Juris Doctorate from University of California, Davis in 2003, where she received the prestigious honor of becoming a member of The Order of the Barristers.

As an experienced trainer on municipal legal issues, she is regularly asked to present at legal and human resource conferences. She is a member of the California State Bar Association and Shasta-Trinity Counties Bar Association. Ms. Long has served as the Treasurer of the Shasta-Trinity Counties Bar Association, and President of the Shasta County Women's Refuge Board of Directors (One Safe Place), and is a Board Member for Habitat for Humanity.

ADMISSIONS:

- California Bar (2003)
- Supreme Court of the United States of America
- Ninth Circuit Court of Appeals
- United States District Court, Eastern District of California

Current Projects:

- County Counsel for Modoc County and Trinity County, and Tehama County
 - City Attorney for the Cities of Susanville, Tulelake, Etna and Fort Jones and District Counsel for the Lake Shastina Community Service District, Chester Public Utility District, Indian Valley Community Service District, Christian Valley Community Service District, Scotia Community Service District and McCloud Community Services District.
 - Serves as counsel to Lassen County, Modoc County, Trinity County, and Sierra County regarding dependency matters.
 - Special counsel on labor and employment matters to Lake County, the City of Lakeport and the City of Mammoth Lakes.
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Sean Cameron

PROPOSED LEAD CONSULTANT

Sean Cameron is a senior associate attorney in the Redding office of Prentice|Long, PC. His practice includes transactional, contract, business, code compliance, ordinance, planning, environmental, and land use matters.

Mr. Cameron is currently the Deputy County Counsel for the County of Trinity, County of Modoc, and the County of Sierra, and Deputy Assistant City Attorney for the City of Willows.

Prior to joining Prentice|Long, PC, Mr. Cameron worked for Wells Fargo Securities, LLC, drafting and negotiating complex commercial contracts to facilitate securities trading and comply with federal banking requirements. Prior to going to law school, Mr. Cameron worked for Sullivan & Cromwell, LLP, as a legal assistant in the litigation group.

Mr. Cameron has extensive experience advising clients on contract issues, guiding clients from first drafts through execution with a keen focus on protecting the client's interests, while helping the client to foster productive and beneficial relationships. In addition, Mr. Cameron has broad experience advising clients on transactional and real property matters, including property transfers, leases, and easements. Mr. Cameron has also been instrumental in the development and amendment of local ordinances and policies for Prentice|Long, PC clients. Notably, he has been successful in developing and instituting policies and procedures related to water, cannabis, and elections.

Education and Activities:

Mr. Cameron completed his undergraduate degree at the University of California, Santa Cruz, majoring in politics and legal studies, and received his Juris Doctorate from Golden Gate University School of Law, focusing on land use and environmental law.

ADMISSIONS:

- California State Bar (2014)

Current Projects:

- Deputy Assistant City Attorney for the City of Willows

RELATED EXPERIENCE

Prentice|Long, PC is a law firm founded on the principle of service. Our Firm is comprised of seasoned and experienced attorneys with a proven track record of success as advice and litigation counsel. The attorneys of Prentice|Long, PC are dedicated to the welfare of our clients. We pride ourselves on being knowledgeable, and, importantly, understanding our clients' needs. This depth of experience and concern for our clients allows us to truly serve, not just represent.

The principal attorneys of the Firm, Margaret Long, David Prentice, and Amanda Uhrhammer, have 60 plus years of municipal law experience. Moreover, every attorney in the Firm has ongoing municipal contact and routinely advise public agencies regarding the full panoply of municipal law, political issues, public employment, labor negotiations, and litigation on a daily basis.

Our current client list is evidence of our experience in this field. Below is a brief summary of what Prentice|Long, PC has prepared for clients requesting assistance with ordinance law.

Preparation of Ordinances, Resolutions, Orders, and Written Memoranda

Prentice|Long, PC regularly prepares ordinances, resolutions, and orders for its public agency clients. Whether requested by the public agency or suggested by the City Attorney, we have drafted ordinances to assist our clients in pursuing their legislative policies, including code enforcement, land use, resolutions of necessity for eminent domain, and environmental and water-related issues. Prentice|Long, PC also regularly prepares advice memoranda, status letters, and other written information to advise and inform its public agency clients.

STATEMENT OF COMPLIANCE

This Proposal is in strict compliance with the Request for Proposal and no exceptions are proposed.

OTHER INFORMATION

Prentice|Long, PC agrees to carry out all responsibilities and duties under this agreement and in particular with regard to the employment of persons and sub-contractors working on the project, we will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap.

CLIENT LIST

Client List



Sierra County
Trinity County
Modoc County
Lassen County
Lake County
Tehama County
Kings County
Yuba County
San Joaquin County
Kern County
Plumas County
Colusa County
Fresno County
City of Lakeport
City of Ione
City of Taft
City of Shasta Lake
City of Susanville
City of Etna
Town of Fort Jones
Hayfork Fire Protection District
Southern Cascade Community Services District
Sierra Valley Groundwater Management District
Fresno Kings Madera Health Authority (CalViva Health)
Cortina Community Service District
Christian Valley Park Community Service District
Lake Shastina Community Service District
Scotia Community Service District
McCloud Community Services District
Westland Water District
First Five of Sierra County

The Firm is not aware of any conflict of interest with our current clients. Should an actual conflict arise after our appointment, Prentice|Long, PC would take all necessary steps to eliminate such conflict and ensure proper representation.

Prentice|Long, PC has never been terminated from a client.

INSURANCE

Prentice|Long, PC maintains professional malpractice insurance in the amount of not less than \$2 million per occurrence, and will agree to maintain throughout the term of this Agreement.

DRAFT LEGAL SERVICES AGREEMENT

Please see draft legal service agreement, which is attached.

REFERENCES

Jon Alfred
Acting City Manager
City of Ione
City Hall
1 East Main Street
Ione, CA 95640
209-274-2412
jalfred@ione-ca.com

Chester Robertson
County Administrative Officer
Modoc County
204 South Court Street, Suite 100
Alturas, CA 96101
530-233-7660
chesterrobertson@co.modoc.ca.us

Elizabeth Hamilton
Interim County Administrative Officer
Trinity County
11 Court Street
Weaverville, CA 96093
530-623-1382
lhilton@trinitycounty.org

Gabriel Hydrick
Chief Administrator
Tehama County
727 Oak Street
Red Bluff, CA 96080
530-527-4655
cofficer@co.tehama.ca.us

Michael Rock
Former City Manager
City of Ione
City Hall
1 East Main Street
Ione, CA 95640
916-303-6167

CONCLUSION

Prentice|Long, PC, and especially Margaret Long and Sean Cameron, are excited about the opportunity to be the consultants for a comprehensive update of the City of Willows Municipal Code. We are qualified to take on this task, and are committed to working closely with the Community Development and Services Department, staff and the City Council should we be selected. We ask that you contact our references and very much appreciate the City of Willows' consideration.

Thank you,

Prentice|Long, PC



PUBLIC HEARING



Date: June 25, 2024

To: Honorable Mayor and Councilmembers

From: John Wanger, City Engineer
Joe Bettencourt, Community Development Services Director
Marti Brown, City Manager

Subject: Landscaping and Lighting Special Assessment District – Authorization to Levy Assessments

Recommendation:

Conduct the required public protest hearing and consider the attached resolution (Attachment 1) approving the Engineer’s Report as filed, confirming the assessment diagram and amounts as set forth therein and authorizing the levy and collection of assessments for the Fiscal Year 2024-25.

Rationale for Recommendation:

Per the Streets and Highways Code, an Annual Engineer’s Report is required to be filed with the City each year. The Council is required to take action regarding the proposed assessments contained in the Engineer’s Report.

Background:

The Willows Landscaping and Lighting Assessment District (“District”) was initially formed by the City in 2005 to pay for costs associated with maintaining landscaping and maintenance in the Birch Street Village subdivision; (Zone A), in accordance with the Landscaping and Lighting Act of 1972 (“Act”).

The Landscaping and Lighting Act requires that the City undertake certain proceedings for any fiscal year in which assessments are to be levied and collected. These proceedings are typically accomplished in three separate Council meetings. The first action (appointing an Engineer of Work and directing the preparation of the Annual Engineer’s Report) was completed by the Council on February 13, 2024. The second action (receiving the Preliminary Engineer’s Report and setting the date of the required public protest hearing) was completed on May 14, 2024. At that meeting, the Council requested that land use designations for Zone C parcels be adjusted, which affected the proposed assessments for Zone C. The final report being presented tonight reflects the Council’s requested adjustment. The June 25 presentation is the third and final step in the process, to conduct the public protest hearing, approve the

Engineer's Report as presented or as amended by Council and authorize the levy of assessments for FY 2024-25.

Because the Council requested changes to the preliminary report filed on May 14, 2024, the proposed assessments shown in the attached Annual Engineer's Report (Attachment 2) have changed from the preliminary report. If there are no changes from the City Council at this time, the proposed assessments shown in the report will be passed on to the County Assessor's office for inclusion in the tax rolls.

Discussion & Action:

In brief, the attached report outlines costs for FY 2024-25, summarizes the projected costs for FY 2024-25 and provides the proposed overall assessments. In order to keep pace with inflation, the estimated maximum annual assessments are proposed to increase by the allowable annual CPI (Year 2023) of +3.0% for Zones A, B and C. The raised maximum annual assessment for Zone A is now \$595.67 per unit, the raised maximum annual assessment for Zone B is now \$8,462.16 per unit and the raised maximum annual assessment for Zone C is now \$81,448.97 for the zone.

For Zone A, the estimated maximum annual assessment will increase and the actual amount that will be levied and collected during FY 2024-25 will decrease from the FY 2023-24 assessment by \$0.38 to \$163.22 per unit. This amount is below the allowed maximum annual assessment for Zone A.

For Zone B, the estimated maximum annual assessment will increase and the actual amount that will be levied and collected during FY 2024-25 will decrease from the FY 2023-24 assessment by \$31.90 to \$1,225.58 per unit.

For Zone C, the estimated maximum annual assessment will increase and the actual amount that will be levied and collected during FY 2024-25 will increase from the FY 2023-24 assessment by \$2,225.84 to \$6,852.24 per unit.

In FY 2008-09, the Council adopted an Annual Reserve Policy which established the goal that 10-20% of each zone's annual operating budget would be held in reserve to cover unanticipated expenses and funding delays. The policy allows excess annual reserves (any annual reserves which are projected to exceed 20% at the end of the fiscal year) to be used to reduce assessments. Zones A, B and C are projected to have annual reserve balances within the policy range at the end of the fiscal year and therefore no excess reserves are available to reduce assessments.

At the June 25 meeting, the rules governing this type of assessment district (found in the Streets and Highways Code) require that a public protest hearing be held to hear any comments or concerns from property owners within the District. At the close of the hearing, if the Council finds the report acceptable, the Council should adopt the attached resolution approving the Engineer's Report and authorizing the levy of assessments per the Report. The adoption of tonight's resolution is pursuant to Section 22631 of the Streets and Highways Code. The assessment information will then be transmitted to the County for the inclusion on the tax rolls.

Please note, the public protest hearing was noticed as required by the Streets and Highways Code Sections 22550-22556.

Fiscal Impact:

All costs associated with this assessment district (e.g., operation, maintenance, administration) are recovered through the assessments. All anticipated costs are shown in the budget in the Annual Engineer's Report. The total proposed Assessment District budget for FY 2024-25 is \$35,409.60. The funding sources are from proposed assessment revenues levied and collected during FY 2024-25 and from existing annual reserves.

Attachments:

- Attachment 1: XX-2024 Resolution
- Attachment 2: Annual Engineer's Report



**CITY OF WILLOWS
RESOLUTION NO. XX-2024**

A RESOLUTION APPROVING THE ANNUAL ENGINEER’S REPORT, CONFIRMING THE ASSESSMENT DIAGRAM AND THE ANNUAL ASSESSMENT AMOUNTS AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR THE CITY OF WILLOWS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT (PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)

WHEREAS, on October 11, 2005, the City Council ordered the formation of the City of Willows Landscaping and Lighting Assessment District (Assessment District) to levy and collect assessments pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, the City Council of the City of Willows intends to levy and collect assessments within the Assessment District during FY 2024-25, and the lands to be assessed are located within the City of Willows corporate boundaries, Glenn County; and

WHEREAS, on February 13, 2024, the City Council adopted a Resolution appointing Coastland Civil Engineering as the Engineer of Work, directing the preparation and filing of the annual FY 2024-25 Annual Engineer’s Report, and describing the potential changes to the Assessment District; and

WHEREAS, on May 14, 2024, the City Council adopted a Resolution of Intention to levy and collect assessments, preliminarily approving the Annual Engineer’s Report for FY 2024-25, and setting the times and date of the public hearing pursuant to Section 22624 of the Streets and Highways Code; and

WHEREAS, for FY 2024-25 there are no annexations proposed in any zone; and

WHEREAS, for Zone A, in order to keep up with inflation the FY 2024-25 maximum annual assessment per unit will be adjusted up by the allowable CPI to \$595.67; and

WHEREAS, for Zone B, in order to keep up with inflation the FY 2024-25 maximum annual assessment per unit will be adjusted up by the allowable CPI to \$8,462.16; and

WHEREAS, for Zone C, in order to keep up with inflation the FY 2024-25 maximum annual assessment for the zone will be adjusted up by the allowable CPI to \$81,448.97; and

WHEREAS, the proposed FY 2024-25 annual assessment to levy and collect for Zone A is proposed to be increased to \$163.22 per unit; and

WHEREAS, the proposed FY 2024-25 annual assessment to levy and collect for Zone B is proposed to be increased to \$1,225.58 per unit; and

WHEREAS, the proposed FY 2024-25 annual assessment to levy and collect for Zone C is proposed to be increased to \$6,852.24 per unit; and

WHEREAS, notice of the public protest hearing was given by publication in accordance with the Landscaping and Lighting Act of 1972; and

WHEREAS, on June 25, 2024, the City Council conducted a public hearing and gave every interested person an opportunity to comment on the FY 2024-25 Annual Engineer’s Report either in writing or orally and the City Council has considered each comment; and

WHEREAS, this Resolution is adopted pursuant to Section 22631 of the California Streets and Highways Code.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Willows hereby:

1. Approves the FY 2024-25 Annual Engineer’s Report as prepared and filed;
2. Confirms the assessment diagram and assessment amounts as set forth in the FY 2024-25 Annual Engineer’s Report and any amendments incorporated at the City Council’s direction and hereby authorizes the levy and collection of the annual assessments set forth in said report for the FY 2024-25, for each of the following Zones:
 - Zone A – Birch Street Village
 - Zone B – Walmart
 - Zone C – South Willow Commercial and Industrial Center;
3. Adjusts the estimated maximum annual assessment for Zones A, B and C by the allowed CPI factor of +3.0% from the FY 2023-24 maximum annual assessment level as allowed by the original formation and annexation proceedings in order to keep up with inflation;
4. Sets the maximum annual assessments for FY 2024-25 to \$595.67 per unit for Zone A, \$8,462.16 per unit for Zone B and \$81,448.97 for the zone for Zone C
5. Sets the FY 2024-25 amount to levy and collect at \$163.22 per unit for Zone A, \$1,225.58 per unit for Zone B and \$6,852.24 per unit for Zone C;

Adopts this Resolution pursuant to Section 22631 of the Street and Highway Code.

PASSED AND ADOPTED by the Willows City Council this 25th day of June, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Gary Hansen, Mayor

Amos Hoover, City Clerk



**ANNUAL ENGINEER'S REPORT
FOR
CITY OF WILLOWS
LANDSCAPING & LIGHTING ASSESSMENT DISTRICT
FY 2024-25**

FOR FINAL APPROVAL

**City of Willows
County of Glenn
State of California**

June 2024

**Prepared By:
Coastland Civil Engineering, Inc.**

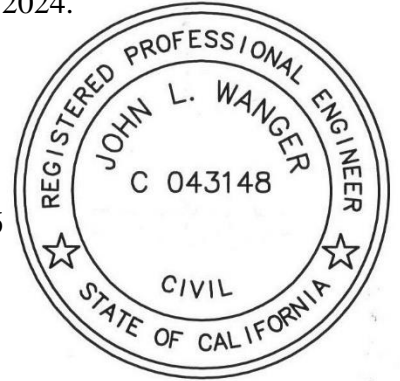
**CITY OF WILLOWS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2024-25**

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits, as directed by the City Council of the City of Willows on February 13, 2024, the enclosed Engineer's Report on the 25th day of June, 2024.

COASTLAND CIVIL ENGINEERING INC.

By: 
John L. Wanger, RCE 43148, Exp. 3/31/26



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2024.

By: _____
Amos Hoover
City Clerk, City of Willows
Glenn County, California

I HEREBY CERTIFY that the enclosed Final Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Willows, California, on the ____ day of _____, 2024.

By: _____
Amos Hoover
City Clerk, City of Willows
Glenn County, California

I HEREBY CERTIFY that the enclosed Final Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Glenn on the ____ day of _____, 2024.

By: _____
Amos Hoover
City Clerk, City of Willows
Glenn County, California

**ANNUAL ENGINEER'S REPORT FOR
CITY OF WILLOWS
LANDSCAPING & LIGHTING ASSESSMENT DISTRICT**

(Pursuant to the Landscaping & Lighting Act of 1972)

FY 2024-25

Coastland Civil Engineering, the Engineer of Work for the City of Willows Landscaping & Lighting Assessment District, City of Willows, Glenn County, California, submits this Annual Engineer's Report, as directed by the City Council on February 13, 2024, pursuant to Sections 22565 and 22620 of the California Streets & Highways Code.

BACKGROUND

History of the Assessment District

The City of Willows Landscaping & Lighting Assessment District (Assessment District) was formed in October of 2005 to provide funding for the operation and maintenance of landscaping and streetlights within the public right-of-way for the Birch Street Village development, which has been designated as Zone A. In order to levy and collect assessments each fiscal year, the Landscaping & Lighting Act of 1972 requires the preparation and filing of Annual Engineer's Reports. During these annual proceedings, cost estimates are developed for the operation and maintenance of the Assessment District improvements for the upcoming fiscal year. Further, as new subdivisions are created within the Willows city limits, they can be annexed into the Assessment District on an annual basis.

In Fiscal Year (FY) 2012-13, Zone B was created to recover costs associated with the operation and maintenance of streetlights and half the cost of traffic signals within the public right-of-way for the Walmart Super Store on West Wood Street (State Hwy 162).

In FY 2019-2020, Zone C was created to recover operations and maintenance costs associated with the South Willows Commercial and Industrial Center.

ASSESSMENT DISTRICT POLICIES

Annual Reserve Policy

During FY 2008-09, the City established a policy, where feasible, to maintain an annual reserve in each zone of 10-20% of annual operating expenses to better manage existing and pending expenses. If annual reserves are projected to exceed 20% at the end of the fiscal year, excess reserves can be utilized in those zones to reduce assessments and to reduce the projected year-end annual reserve to the target range.

For the purposes of this report, annual operating expenses are calculated from the Budgets in Part B as the “Total Expenses” minus any “Contribution to Street Light Knockdown Reserve” and/or “Contribution to Landscape Replacement Reserve.”

Street Light Knockdown Reserve Policy

Zones B and C have implemented a Street Light Knockdown Reserve for the replacement of damaged street lights within the zone. Pursuant to Streets and Highways Code Section 22660, money for non-annual line items may be collected through annual installments that the City will place in a fund specific for this work.

Funds for the Street Light Knockdown Reserve will be collected over the course of five years through annual contributions. Monies collected for this purpose are shown in Part B of this report.

The Street Light Knockdown Reserve will accumulate to a maximum of \$5,000, which is the current estimated cost to replace a knocked down street light. The maximum balance is allowed to increase in the future if the estimated replacement cost increases. Once this maximum balance is reached, there will be no additional accumulation of funds for that budget item until an expenditure to replace or repair a knocked-down street light has occurred, or the estimated replacement cost has increased. Once the knockdown funds are expended, the rebuilding of the fund will start in the following year’s budget and spread over a maximum of five years.

While most budget items, such as utility, maintenance and administrative costs are incurred annually, costs for repairing or replacing street lights and signals will be expended only upon damage or destruction of an existing light or signal.

No Street Light Knockdown Reserve has been established for Zone A.

Landscape Replacement Reserve Policy

Zone C has implemented a Landscape Replacement Reserve for the long-term replacement of such items as new mulch, irrigation and plant replacement. Pursuant to Streets and Highways Code Section 22660, money for any non-annual line items may be collected through annual installments that the City will place in a fund specific for this work. Monies collected for any non-annual landscape maintenance item(s) are shown in Part B, of this report with the designation “Landscape Replacement.”

Zones A and B

No Landscape Replacement Reserves have been established for these zones.

Zone C

For Zone C, the following Landscape Replacement Reserve has been established to include:

- \$2,000 to be used for applying new mulch once every five years, or as otherwise needed.
- \$9,000 to be used for landscaping replanting once every 10 years, or as otherwise needed.
- \$18,000 to be used for irrigation replacement once every 20 years, or as otherwise needed.

Annual contributions of \$2,200.00 will be made to the Landscape Replacement Reserve until a balance of \$44,000 has been reached. These accumulation levels will be allowed to increase in the future if the estimated cost of these landscape maintenance items increase. This increase in costs

may increase the annual assessment, however it will not increase the annual assessment higher than the maximum assessment allowed.

Maximum Annual Assessment Policy

In 2005, the original Engineer’s Report stated that assessments may be adjusted each year to account for inflation of costs and services in accordance with the Bay Area (San Francisco-Oakland-San Jose) Consumer Price Index (CPI) for All-Urban Consumers from the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is greater.

An annual CPI increase has been applied for each year; however, it should be noted that, due to the economic climate, from FY 2010-11 through FY 2016-17 and from FY 2020-21 through FY 2021-22, the implemented increase was less than 3%.

All new zones to be annexed into this Assessment District shall include an allowance for an annual increase to the Maximum Annual Assessments in accordance with this policy.

The most recent annual CPI rate (for 2023) is 2.6%, which is below the policy’s minimum 3% rate of increase. Therefore, for FY 2024-25, the maximum annual assessments for Zones A, B and C are proposed to be increased by +3.0%.

CITY OF WILLOWS ASSESSMENT DISTRICT ZONES AND BUDGETS

The overall proposed Assessment District budget for FY 2024-25 is \$35,409.60, which is 3% higher than last year’s budget of \$34,432.56. The following sections describe each assessment zone, its proposed budget for FY 2024-25, and any changes from the previous year.

Zone A – Birch Street Village

Zone A was created for the Birch Street Village Subdivision to provide funding for the operation and maintenance of landscaping and lighting, including turf, ground cover, shrubs, trees, plants, irrigation systems, masonry walls, fencing, entryway monuments, The assessed improvements for the initial phase of construction included five street lights and associated appurtenances located within the right-of-way. The locations of the improvements are shown in the Assessment Diagram in Part F of this Report.

Annual landscaping expenses may include the repair, removal or replacement of any landscape improvement, damaged irrigation facilities, diseased landscaping, weed and brush clearing, and any other allowable maintenance items per Section 22531 of the California Streets and Highways Code. Annual lighting expenses include utility, maintenance, and replacement costs. Administrative expenditures include the costs of managing the assessment district zone.

The total proposed Zone A budget for FY 2024-25 is \$5,549.48. Assessments for Zone A are proposed to be \$163.22 per unit, which is \$0.38 lower than last year. Annual reserves are projected to be 17% of annual operating expenses at the end of the fiscal year, within the target range of 10-20%, and therefore there were no available excess annual reserves to be used to lower assessments.

Zone B – Walmart

Zone B provides funding for three street lights on North Airport Road alongside the Walmart development, and two traffic signals with street lights at the intersection of North Airport Road and West Wood Street (Highway 162), as shown on the Zone B Assessment Diagram in Part F of this report. Annual expenses include utility, maintenance, replacement, and administrative expenditures. Replacement costs for street lights and traffic signals will be funded from the Street Light Knockdown Reserve Fund.

During FY 2021-22, the McDonald's parcel was annexed into Zone B, increasing the number of parcel units in this zone from one to two.

The budget for Zone B is \$2,451.16, which is a 3% decrease from last year. Assessments for Zone B are proposed to be \$1,225.58 per unit, which is \$31.90 lower than last year. Annual reserves are projected to be 16% of annual operating expenses at the end of the fiscal year, within the target range of 10-20%, and therefore there are no available excess annual reserves to be used to lower assessments.

No annual contribution will be made to the Zone B Street Light Knockdown Reserve Fund because the maximum balance of \$5,000 has been collected.

Zone C – South Willows Commercial and Industrial Center

In FY 2019-20, Zone C was created for the South Willows Commercial and Industrial Center development. Zone C covers the costs of landscape, weed abatement, and lighting improvements in the right-of-way or public parcels created as part of the South Willows Commercial and Industrial Center. The assessed improvements for the initial phase of construction included four street lights on Harvest Drive, one street light on S. Tehama Street, landscaped areas on either side of Harvest Drive and weed abatement areas on the north and south side of the development in the detention ponds created for the development. The improvements will benefit six parcels this fiscal year. These improvements are shown in the Zone C Assessment Diagram in Part F of this report.

Further subdivision of the largest parcel is anticipated at full build-out of the development, which may potentially create a total of 21 buildable parcels and a wetlands area as shown on the approved tentative map. Although the tentative map shows 21 parcels, the final number of parcels is subject to change in the future, as the ultimate lot configurations depend on development.

Annual landscaping expenses may include the repair, removal or replacement of any landscape improvement, damaged irrigation facilities, diseased landscaping, weed and brush clearing, and any other allowable maintenance items per Section 22531 of the California Streets and Highways Code. Annual lighting expenses include utility, maintenance and replacement expenditures. Administrative expenditures include the costs of managing the assessment district zone. Replacement costs for street lights will be funded from the Street Light Knockdown Reserve and landscape replacement costs will be funded from the Landscape Replacement Reserve.

The total proposed Zone C budget for FY 2024-25 is \$27,408.96, which is 4% higher than last year, partly due to increased professional services. Assessments for Zone C are proposed to be \$6,852.24 per unit, which is \$2,225.84 higher than last year, partly due to there being no excess annual reserves to reduce assessments this year, as were available last year. Annual reserves are projected to be 19% at the end of the fiscal year, within the 10-20% target range.

An annual contribution of \$750.00 will be made to the Street Light Knockdown Reserve, which will bring the fund's balance to \$4,250.00 at the end of the fiscal year. Annual contributions to the Knockdown Reserve fund will be made until the maximum fund balance of \$5,000 has been reached.

An annual contribution of \$2,200.00 will be made to the Landscape Replacement Reserve, which will bring the fund's balance to \$11,550.00 at the end of the fiscal year. Annual contributions to the Landscape Replacement Fund will be made until the maximum fund balance goal of \$44,000 has been reached.

PROPOSITION 218 AND SPECIAL BENEFITS

In 1996, California voters approved Proposition 218 which grants local governments the ability to create assessment districts, and to levy and collect assessments. This law, now a part of the California Constitution (Articles XIII C and XIII D), stipulates that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred upon that parcel. "Special benefit" is defined as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.

The Annual Engineer's Report must identify the special benefits conferred upon assessed parcels through the improvements and services funded by the District. The Report must also identify any general benefit conferred upon the public at large by those same improvements and services. The annual costs of said improvements and services must be apportioned between the two. The cost of services attributable to a general benefit may not be assessed.

For the City of Willows, the special benefits and general benefits provided by the various improvements, where furnished through the Assessment Districts, are described below.

Benefits of Landscaping

Landscaping improvements may include turf, mulch, plantings, irrigation systems, masonry walls, fencing, and landscape appurtenances. Landscaping improvements provide the following special benefits to each assessed parcel within the zone:

- Enhanced desirability of properties through association with the landscaping,
- Improved aesthetic appeal of the neighborhood, and
- Improved air quality from additional vegetation.

Each assessed parcel within a zone receives a particular and distinct special benefit from the maintenance of the landscaping within that zone even though the landscaping may not be adjacent to each parcel. Further, although members of the general public may walk or drive through a zone and appreciate the aesthetic appeal of the maintained landscaping, this does not necessarily confer a general benefit to the public at large.

Benefits of Street Lighting

Street lighting provided by the Assessment District must meet adopted City standards for lighting, including spacing requirements. Therefore, each assessed parcel within the zone receives approximately equal and special benefit for:

- Enhanced neighborhood, pedestrian and vehicle safety, and
- Increased neighborhood, pedestrian and vehicle security.

Each assessed parcel within a zone receives a particular and distinct special benefit from the lighting and maintenance thereof within that zone even though the lights may not be adjacent to each parcel.

Although members of the general public may walk or drive through a zone and appreciate the increased safety and security resulting from improved street lighting, this does not necessarily confer a general benefit to the public at large.

Benefits of Enhanced Traffic Control

The maintenance of traffic control improvements may include the utility costs, maintenance and replacement of traffic signals and street lighting. Traffic control often provides a combination of special and general benefits, which may include:

- Enhanced pedestrian and vehicle safety,
- Ease of access/egress, and
- Improved safety of the intersection.

Each assessed parcel within a zone receives a particular and distinct special benefit from the maintenance of the traffic control improvements within that zone even though there may be another access route to that parcel.

The general public may also benefit from improved traffic control, particularly when the improvements are located on highways and major arterial roads that serve many parcels outside of the assessed zone. The portion of enhanced safety and accessibility resulting from traffic control improvements conferred upon the public must be quantified and separated from the portion of special benefits conferred upon the assessed properties for each zone.

FY 2024-25 Engineer's Report Format

This Engineer's Report consists of the following Parts:

- PART A** **Plans and Specifications (Page 10)** - This portion of the Engineer's Report describes any plans and specifications that may be needed for the installation of the improvements. If plans and specifications exist, they are filed with the City Clerk. Although separately bound, the plans and specifications are part of this Engineer's Report and are included in it by reference.
- PART B** **Budget Cost Estimates (Page 11)** – Budget cost estimates associated with the operations and maintenance of the described improvements for each Zone are described in Part B of this report. In addition to an overall budget summary for Zone A, Zone B, and Zone C, a detailed FY 2024-25 Budget sheet and a FY 2024-25 Summary of Fund Balance sheet is provided for each Zone.
- PART C** **Assessment (Page 18)** – A listing of the annual assessment on each benefited parcel of land in Zone A, Zone B, and Zone C within the Assessment District. The assessment amount is the estimated cost each parcel will contribute during FY 2024-25 towards the operation and maintenance of their respective Zone within the Assessment District, as well as their portion of the 5-year installment payment for the installation of the improvements.
- PART D** **Method of Apportionment of Assessment (Page 21)** - A statement of the method used by Engineer of Work to determine the amount proposed to be assessed against each parcel within Zone A, Zone B, and Zone C of the Assessment District. Additionally, this section describes the maximum assessment allowable and any inflationary adjustments.
- PART E** **Property Owners List (Page 26)** - Names and addresses of the owners of real property listed within this Assessment District, as shown on the last equalized assessment roll for taxes. The Assessor Parcel Number (A.P.N.) keys the list into the Assessment Roll of Part C.
- PART F** **Assessment Diagrams (Page 29)** – The Assessment Diagrams (maps) showing all of the parcels of real property within Zone A, Zone B, and Zone C of the Assessment District. The assessment number keys the diagram Part C – Assessment Roll.

PART A

PLANS AND SPECIFICATIONS

The Assessment District provides funds for the operation and maintenance of landscaping and street lights located in the public rights-of-way in Zone A and operation, maintenance of street lights and traffic signals in public rights-of-way in Zone B, maintenance of landscaping, weed abatement and street lights located in the public rights-of-way and public parcels in Zone C. Maintenance may include repair, removal or replacement of any landscape improvement, damaged irrigation facilities, diseased landscaping, weed and brush clearing, maintenance or replacement of street lights or traffic signals, landscape plantings and irrigation and any other allowable maintenance items per Section 22531 of the California Streets and Highways Code for the life of the Assessment District. Because the installation of the improvements is funded by this assessment district, the plans and specifications showing the improvements for Zone A are on file at the City offices for the Birch Street Village development. The plans and specifications showing the improvements for Zone B are on file at the City office. The plans and specifications showing the improvements for Assessment District Zone C are on file at the City offices for the South Willows Commercial and Industrial Center development.

PART B
FY 2024-25 Budget Cost Estimates

For FY 2024-25, the total budget summary for Willows Landscaping & Lighting Assessment District is as follows:

	<u>As Filed With the City</u>	<u>As Preliminarily Approved</u>	<u>As Finally Approved At the Public Hearing</u>
Zone A:	\$ 5,549.48	\$ 5,549.48	\$
Zone B:	\$ 2,451.16	\$ 2,451.16	\$
Zone C:	\$ 27,408.92	\$ 27,408.96	\$
Total:	\$ 35,409.56	\$ 35,409.60	\$

Detailed budgets for Zones A, B and C are provided in this section. Also included is the Summary of Fund Balance sheet for each zone.

**CITY OF WILLOWS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2024-25
Zone A - Birch Street Village
Budget**

Item	2023-24 Budget	2024-25 Budget
Engineers Report	\$1,437.20	\$1,505.90
Legal Services	\$175.00	\$100.00
Landscape Maintenance	\$2,500.00	\$2,500.00
Lighting Utilities & Maintenance	\$1,000.00	\$1,000.00
County Assessor Fees (3.5% of Revenue)	\$194.68	\$187.66
Contingency	\$255.52	\$255.92
Total Expenses	\$5,562.40	\$5,549.48
Contribution from Annual Reserves	\$0.00	\$0.00
Total Assessment Costs	\$5,562.40	\$5,549.48
Total Assessment Revenue	\$5,562.40	\$5,549.48
Estimated Number of Units in Zone A	34.0	34.0
Proposed Assessment per Unit for Zone A*	\$163.60	\$163.22

* This is less than the maximum allowed. See Maximum Allowable Assessment Analysis.

**CITY OF WILLOWS
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 FY 2024-25
 Zone A - Birch Street Village
 Summary of Fund Balance**

	<u>2024-25</u>
Estimated Starting Annual Reserve on July 1	\$939.03
Estimated Interest Earned	\$8.00
Estimated Revenue	\$5,549.48
Total Estimated Funds Available	\$6,496.51
Total Estimated Expenditures	\$5,549.48
Estimated Ending Annual Reserve on June 30	\$947.03
As percent of Annual Operating Expenses (Goal is 10-20%)	17%

**CITY OF WILLOWS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2024-25
Zone B - Walmart
Budget**

Item	2023-24 Budget	2024-25 Budget
Engineers Report	\$591.30	\$619.60
Legal Services	\$175.00	\$100.00
Lighting Utilities & Maintenance	\$1,440.00	\$1,440.00
Contribution to Street Light Knockdown Reserve	\$0.00	\$0.00
County Assessor Fees (3.5% of Revenue)	\$88.02	\$75.59
Contingency	\$220.64	\$215.97
Total Expenses	\$2,514.96	\$2,451.16
Contribution from Annual Reserves	\$0.00	\$0.00
Total Assessment Costs	\$2,514.96	\$2,451.16
Total Assessment Revenue	\$2,514.96	\$2,451.16
Estimated Number of Units in Zone B	2.0	2.0
Proposed Assessment per Unit for Zone B*	\$1,257.48	\$1,225.58

* This is less than the maximum allowed. See Maximum Allowable Assessment Analysis.

**CITY OF WILLOWS
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 FY 2024-25
 Zone B - Walmart
 Summary of Fund Balance**

	<u>2024-25</u>
Est. Starting Annual Reserve on July 1	\$360.40
Est. Starting Street Light Knockdown Reserve on July 1	\$5,000.00
Estimated Interest Earned	\$30.00
Estimated Annual Revenue	\$2,451.16
Estimated Street Light Knockdown Revenue	\$0.00
Total Estimated Annual Funds Available	\$2,841.56
Total Estimated Street Light Knockdown Reserve Available	\$5,000.00
Total Estimated Annual Expenditures	\$2,451.16
Total Estimated Knockdown Expenditures	\$0.00
Est. Ending Annual Reserve on June 30	\$390.40
As percent of Annual Operating Expenses (Goal is 10-20%)	16%
Est. Ending Street Light Knockdown Reserve on June 30 ¹	\$5,000.00

¹Street Light Knockdown Reserve goal for Zone B is \$5,000.

**CITY OF WILLOWS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2024-25
Zone C - S. Willows Commercial and Industrial Center
Budget**

Item	2023-24 Budget	2024-25 Budget
Engineers Report	\$6,036.40	\$6,324.60
Legal Services	\$175.00	\$100.00
Weed Abatement	\$11,000.00	\$11,000.00
Landscape Maintenance & Utilities	\$3,000.00	\$3,000.00
Lighting Utilities & Maintenance	\$700.00	\$700.00
Contribution to Street Light Knockdown Reserve	\$750.00	\$750.00
Contribution to Landscape Replacement Reserve	\$2,200.00	\$2,200.00
County Assessor Fees (3.5% of Revenue)	\$711.16	\$926.87
Contingency	\$1,782.64	\$2,407.49
Total Expenses	\$26,355.20	\$27,408.96
Contribution from Annual Reserves	\$910.00	\$0.00
Total Assessment Costs	\$25,445.20	\$27,408.96
Total Assessment Revenue	\$25,445.20	\$27,408.96
Estimated Number of Units in Zone C	5.5	4.0
Proposed Assessment per Unit for Zone C*	\$4,626.40	\$6,852.24

* This is less than the maximum allowed. See Maximum Allowable Assessment Analysis.

**CITY OF WILLOWS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2024-25
Zone C - S. Willows Commercial and Industrial Center
Summary of Fund Balance**

	<u>2024-25</u>
Est. Starting Annual Reserve on July 1	\$4,681.31
Est. Starting Street Light Knockdown Reserve on July 1	\$3,500.00
Est. Starting Landscape Replacement Reserve on July 1	\$9,350.00
 Estimated Interest Earned	 \$45.00
 Estimated Annual Revenue collected	 \$24,458.96
Estimated Street Light Knockdown Revenue collected	\$750.00
Estimated Landscape Replacement Revenue collected	\$2,200.00
 Total Estimated Funds Available	 \$44,985.27
 Total Estimated Annual Expenditures	 \$24,458.96
Estimated Street Light Knockdown Expenditure	\$0.00
Total Estimated Landscape Replacement Expenditures	\$0.00
 Est. Ending Annual Reserve on June 30	 \$4,726.31
As percent of Annual Operating Expenses (Goal is 10-20%)	19%
Est. Ending Street Light Knockdown Reserve on June 30 ¹	\$4,250.00
Est. Ending Landscape Replacement Reserve on June 30 ²	\$11,550.00

¹Street Light Knockdown Reserve goal for Zone C is \$5,000.

²Landscape Replacement Reserve goal for Zone C is \$44,000.

PART C

FY 2024-25 ASSESSMENT ROLL

The total proposed Assessment District revenues for FY 2024-25 consist entirely of assessments associated with Zones A, B, and C, as follows:

\$ 5,549.48	From Zone A
\$ 2,451.16	From Zone B
<u>\$ 27,408.96</u>	From Zone C
\$ 35,409.60	Total Assessment Revenue

The breakdown of FY 2024-25 annual assessments per parcel is shown in Table 1 of this report. The lines and dimensions of each parcel are shown on the maps in the office of the County Assessor of the County of Glenn.

**Table 1
CITY OF WILLOWS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2024-25**

Zone A - Birch Street Village

APN	Assessment Diagram Number	Land Use Type	Units	Assessment Amount	Owner Name	Address
001-071-009-000	26	Single Family	1	\$163.22	Tovar, Bradford & Tovar, Jillian Mc Garr	320 S. Humboldt Ave Willows, CA 95988
001-071-010-000	27	Single Family	1	\$163.22	Nungaray, Jose T A & Arteaga Lorena C J/T	330 S Humboldt Ave, Willows, CA 95988
001-071-011-000	28	Single Family	1	\$163.22	Medina Humberto	340 S Humboldt Ave, Willows, CA 95988
001-071-012-000	29	Single Family	1	\$163.22	Pollock Robert R	350 S Humboldt Ave, Willows, CA 95988
001-071-013-000	30	Single Family	1	\$163.22	Baczkowski, Thomas W.	360 S Humboldt Ave, Willows, CA 95988
001-071-014-000	31	Single Family	1	\$163.22	Gonzalez, Sthefany Padilla & Ochoa, Ramon G J/T	370 S. Humboldt Ave, Willows, CA 95988
001-071-015-000	32	Single Family	1	\$163.22	Towes, Randel & Roberta J/T	380 S. Humboldt Ave, Willows, CA 95988
001-071-016-000	33	Single Family	1	\$163.22	Hernandez J A Palomino & Palomino Hilda	1330 W. Humboldt Ave, Willows, CA 95988
001-071-017-000	34	Single Family	1	\$163.22	Cox, Thomas L Jr. S/S	1320 W. Humboldt Ave, Willows, CA 95988
001-071-018-000	16	Single Family	1	\$163.22	Kumar Priti	199 N Humboldt Ave, Willows, CA 95988
001-071-019-000	15	Single Family	1	\$163.22	Street Amy L & Street Timothy R	451 El Dorado Ave, Willows, CA 95988
001-071-020-000	14	Single Family	1	\$163.22	Thornton, Michael R ETAL	461 El Dorado Ave, Willows, CA 95988
001-071-021-000	17	Single Family	1	\$163.22	Lopez, Arianna R	431 El Dorado Ave, Willows, CA 95988
001-071-022-000	18	Single Family	1	\$163.22	Donnelly, Michael D & Carolyn M	421 El Dorado Ave, Willows, CA 95988
001-071-023-000	19	Single Family	1	\$163.22	Licea, Yesenia TRS	381 El Dorado Ave, Willows, CA 95988
001-071-024-000	20	Single Family	1	\$163.22	Ngo Cuong Bach & Tra Thuy Thanh Thi TRS	371 El Dorado Ave, Willows, CA 95988
001-071-025-000	21	Single Family	1	\$163.22	Feeney, Kevin S/S	65 Lindauer Lane, Red Bluff, CA 96088
001-071-026-000	22	Single Family	1	\$163.22	Arias Ana	351 El Dorado Ave, Willows, CA 95988
001-071-027-000	23	Single Family	1	\$163.22	Baker Nicole C	341 El Dorado Ave, Willows, CA 95988
001-071-028-000	24	Single Family	1	\$163.22	Zarate Fransico & Gabriela R J/T	331 El Dorado Ave, Willows, CA 95988
001-071-029-000	25	Single Family	1	\$163.22	Clark Janie C TRS	321 El Dorado Ave, Willows, CA 95988
001-071-030-000	13	Single Family	1	\$163.22	Lederer, Eric M	PO Box 1298, Willows, CA 95988
001-071-031-000	12	Single Family	1	\$163.22	Hernandez Jaime & Hernandez Gabriela	320 El Dorado Ave, Willows, CA 95988
001-071-032-000	11	Single Family	1	\$163.22	Barragan, Ruban J.	330 El Dorado Ave, Willows, CA 95988
001-071-033-000	10	Single Family	1	\$163.22	Jaramillo Jose Luis & Jaramillo Brenda	340 El Dorado Ave, Willows, CA 95988
001-071-034-000	9	Single Family	1	\$163.22	Sigala, Yesenia J & Reymundo J/T	350 El Dorado Ave, Willows, CA 95988
001-071-035-000	8	Single Family	1	\$163.22	Hancock, Jacob B & Terri J/t	360 El Dorado Ave, Willows CA 95988
001-071-036-000	7	Single Family	1	\$163.22	Corriea Larry G	370 El Dorado Ave, Willows CA 95988
001-071-037-000	6	Single Family	1	\$163.22	Salas, Crystal A	380 El Dorado Ave, Willows, CA 95988
001-071-038-000	5	Single Family	1	\$163.22	Bobadilla, Pedro D & Raygoza Marisol J/T	410 El Dorado Ave, Willows, CA 95988
001-071-039-000	4	Single Family	1	\$163.22	Gutierrez, Alejandro & Gutierrez Ashley M J/T	420 El Dorado Ave, Willows, CA 95988
001-071-040-000	3	Single Family	1	\$163.22	Drazkowski Tonia & Scott Lindsay B Co Trs	3253 Middletown Ave, Chico, CA 95973
001-071-041-000	2	Single Family	1	\$163.22	Newrez LLC	75 Beattie Place Ste 300, Greenville, SC 29601

**Table 1
CITY OF WILLOWS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2024-25**

Zone A - Birch Street Village (Continued)

APN	Assessment Diagram Number	Land Use Type	Units	Assessment Amount	Owner Name	Address
001-071-042-000	1	Single Family	1	\$163.22	Zarate Francisco & Camacho Jacqueline J/T	450 El Dorado Ave, Willows, CA 95988
Lot A	Lot A	Easement	0	\$0.00	Null	Null
Total			34	\$5,549.48		

Zone B - Walmart

APN	Assessment Diagram Number	Land Use Type	Units	Assessment Amount	Owner Name	Address
017-210-050-000	45	Gen. Commercial /Light Manufacturing/ Planned Development	1	\$1,225.58	McDonalds USA LLC	PO Box 182571 Columbus, OH 43218
017-210-052-000	35	Commercial Retail Outlet	1	\$1,225.58	Walmart RE Business Trust c/o Walmart Tax Dept #2053	P.O. Box 8050, Bentonville, AR 72712-8050
Total			2	\$2,451.16		

Zone C - S. Willows Commercial and Industrial Center

APN	Assessment Diagram Number	Land Use Type	Units	Assessment Amount	Owner Name	Address
017-170-034-000	36	Governmental Storm Drain Detention	0	\$0.00	City of Willows	201 North Lassen St, Willows, CA 95988
017-170-037-000	37	Governmental Storm Drain Detention	0	\$0.00	City of Willows	201 North Lassen St, Willows, CA 95988
017-170-051-000	38	Commerical/ Industrial, Vacant	0.5	\$3,426.12	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-001-000	41	Commercial/ Industrial Utility Easement	0.5	\$3,426.12	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-002-000	40	Commercial/ Industrial	1	\$6,852.24	Snow Mountain Properties LLC	1629 Co Rd E, Willows CA 95988
017-350-003-000	39	Commerical/ Industrial, Vacant	0.5	\$3,426.12	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-007-000	42	Commerical/ Industrial, Vacant	0.5	\$3,426.12	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-008-000	43	Commerical/ Industrial, Vacant	0.5	\$3,426.12	Martines Laythen	20370 Skyhawk Ln., Topanga, CA 90290
017-350-009-000	44	Commerical/ Industrial, Vacant	0.5	\$3,426.12	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
Total			4	\$27,408.96		

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

This section describes the manner by which the annual assessment has been apportioned (spread) to the assessed parcels within each Zone:

Zone A – Birch Street Village

Zone A includes the maintenance of the landscaping and street lighting located within the right-of-way of Birch Street Village. The parcels within the zone receive a direct and special benefit from the landscaping and street lighting, which include enhanced desirability of properties within the zone, improved aesthetic appeal of the neighborhood, improved air quality, enhanced safety and security for the neighborhood, pedestrians, and vehicles.

Although members of the general public may walk or drive through a zone and appreciate the aesthetic appeal of the maintained landscaping, this does not necessarily confer a general benefit to the public at large and, in any case, is determined to be negligible relative to the special benefits conferred upon the parcels within a particular zone.

Land use codes from the County of Glenn were used to determine the basic use units assigned to each parcel. The following basic use units reflect the relative special benefit accruing to parcels of land within Zone A:

- | | |
|-------------------------------|---------|
| 1. Developed parcel | 1 unit |
| 2. Vacant, developable parcel | ½ unit |
| 3. Undevelopable parcel | 0 units |

Accordingly, the annual assessment cost per parcel shall be obtained by dividing the total Zone A annual assessment cost by the total number of units within Zone A.

Zone B – Walmart

Zone B includes the maintenance of three street lights on North Airport Boulevard and a portion of a 4-way traffic signal with street lights at the intersection of West Wood Street and North Airport Road. The special and general benefits for each improvement, and the portions thereof, are described below.

Street Lights

The two parcels within Zone B, Walmart and McDonald's, receive direct and special benefits from the street lights on North Airport Boulevard. The special benefits include enhanced safety and security for the neighborhood, pedestrians, and vehicles. Each parcel within the zone receives a particular and distinct special benefit from the lighting and maintenance thereof within that zone even though the lights may not be adjacent to each parcel.

Although members of the general public may walk or drive through a zone and appreciate the increased safety and security resulting from improved street lighting, this does not necessarily confer a general benefit to the public at large and, in any case, is determined to be negligible relative to the special benefits conferred upon the parcels within a particular zone.

Land Use codes as received from the County of Glenn are used to determine the basic use units to be assigned to each parcel. The following basic use units reflect the relative special benefit accruing to parcels of land within Zone B:

- | | |
|-------------------------------|---------|
| 1. Developed parcel | 1 unit |
| 2. Vacant, developable parcel | ½ unit |
| 3. Undevelopable parcel | 0 units |

Accordingly, the annual assessment cost per parcel shall be obtained by dividing the total Zone B annual assessment cost by the total number of units within Zone B.

Traffic Signal:

The four-way traffic signal system, consisting of four traffic signals, street lighting and controller, was installed at the intersection of West Wood Street and North Airport Road to address traffic congestion resulting from the expanded Walmart Super Store. Prior to the Walmart development, there was no need for a traffic signal at this intersection.

The parcels within Zone B, receive direct and special benefits from the 4-way traffic signal. These special benefits include enhanced safety and security for the neighborhood, pedestrians, and vehicles, as well as ease of access and egress, and improved safety of the intersection. West Wood Street also carries traffic not associated with Zone B, and therefore the enhanced traffic control also confers a general benefit to the public at large.

The enhanced traffic control provided to north/south traffic on North Airport Road is considered to be a special benefit principally to Zone B as the traffic control in that direction serves their primary entrance to the north. Comparatively, there is very little traffic directed to the south, which serves the local Willows airport, and the general benefit provided in this direction is considered negligible.

The enhanced traffic control provided to east/west traffic along State Highway 162 is considered to provide primarily a general benefit to the public at large.

Therefore, the direct and special benefits provided to Zone B for improved traffic control in the north-south direction is considered to be one-half of the total traffic control benefits. The remaining one-half of the traffic control benefits, conferred on east-west traffic along State Highway 162, is considered a general benefit to the public.

The annual assessment cost for special benefits conferred to Zone B for traffic control shall be one-half of the total costs of providing and maintaining the 4 signals, lights and controller plus associated costs. The remainder of the costs associated with this signal is paid for by Caltrans, as West Wood Street is a State highway. This is indicated on the Assessment Diagram as 2 traffic signals.

Accordingly, the method by which the two Zone B parcels shall be assessed for traffic signal costs is determined by dividing the Zone B traffic signal costs by the total number of parcels within Zone B. The Zone B traffic signal costs include the cost of maintenance and operation of the City's portion of the traffic signal (including lights), half the cost of the controller, and the administrative costs associated with this zone.

A Street Light Knockdown Reserve has been established for Zone B to cover expenses associated with replacing a street light if it is damaged or destroyed by a vehicle. The overall knockdown fund cost to be accumulated over a 5-year period is \$5,000 (estimated expenses for manpower and equipment for replacing one streetlight). Once a fund balance of \$5,000 is attained, no additional monies shall be collected for this fund until/unless there is the need to replace one of the streetlights or the cost of street light replacement is determined to have increased.

Zone C – South Willows Commercial and Industrial Center

Zone C includes weed abatement, and the maintenance of landscaping and street lighting located within the South Willows Commercial and Industrial Center. The parcels within the zone receive a direct and special benefit from the weed abatement, landscaping and street lighting, which include enhanced desirability of properties within the zone, improved aesthetic appeal of the neighborhood, improved air quality, and enhanced safety and security for the neighborhood, pedestrians, and vehicles.

Although members of the general public may walk or drive through a zone and appreciate the increased safety and security resulting from improved street lighting or the aesthetic appeal of the maintained landscaping, this does not necessarily confer a general benefit to the public at large and, in any case, is determined to be negligible relative to the special benefits conferred upon the parcels within a particular zone.

Land Use codes as received from the County of Glenn are used to determine the basic use units to be assigned to each parcel. The following basic use units reflect the relative special benefit accruing to parcels of land within Zone C:

1. Developed parcel	1 unit
2. Vacant, developable parcel	½ unit
3. Undevelopable parcel	0 units

Accordingly, the annual assessment cost per unit shall be obtained by dividing the total Zone C annual assessment cost by the total number of units within Zone C.

A Street Light Knockdown Reserve has been established for Zone B to cover expenses associated with replacing a street light if it is damaged or destroyed by a vehicle. The overall knockdown fund cost to be accumulated over a 5-year period is \$5,000 (estimated expenses for manpower and equipment for replacing one streetlight). Once a fund balance of \$5,000 is attained, no additional monies shall be collected for this fund until/unless there is the need to replace one of the streetlights or the cost of street light replacement is determined to have increased.

The Zone C total Street Light Knockdown Replacement Fund to be accumulated over 5 years is \$5,000. This amount, \$5,000, divided by five years equals an annual Street Light Knockdown Reserve contribution of \$1,000.

The annual Knockdown Reserve cost per unit shall be obtained by dividing the Zone C annual knockdown replacement cost (\$1,000) by the total number of units within Zone C (as defined in this section above).

A Landscape Replacement Reserve has been established for Zone C to cover expenses associated with long-term landscaping items such as new bark mulch, plants, and replacement of the irrigation system, as needed. The overall Landscape Replacement Reserve costs are as follows:

Landscape Replacement Reserve Costs

New bark mulch to be replaced every five years:	\$2,000 (\$8,000 over 20 years)
New plants to be replaced over 10 years:	\$9,000 (\$18,000 over 20 years)
Irrigation system replacement every 20 years:	<u>\$18,000 (\$18,000 over 20 years)</u>
	\$44,000 over 20 years

The total Landscape Replacement Reserve to be accumulated over 20 years is \$44,000. This amount, \$44,000, divided by twenty years equals an annual landscape replacement fund of \$2,200 for this zone.

The annual Landscape Replacement Reserve cost per unit shall be obtained by dividing the annual landscape replacement fund cost (\$2,200) by the total number of units within Zone C (as defined in this section above).

MAXIMUM ALLOWABLE ASSESSMENT AND INFLATIONARY FACTORS

In 2005, the original Engineer’s Report stated that assessments may be adjusted each year to account for inflation of costs and services in accordance with the Bay Area (San Francisco-Oakland-San Jose) Consumer Price Index (CPI) for all urban consumers, or 3%, whichever is greater.

An annual CPI increase has been applied for each year; however, it should be noted that, due to the economic climate, from FY 2010-11 through FY 2016-17 and from FY 2020-21 through FY 2021-22, the implemented increase was less than 3%.

The annual adjustments to the Maximum Allowable Assessments are shown below.

Maximum Allowable Assessment								
Assessment Year	Annual Increase		Zone A Birch Street Village		Zone B Walmart		Zone C S. Willows Commercial & Industrial Center	
	Year	%	Allowed Adjustment Amount	Total Assessment Maximum (per Unit)	Allowed Adjustment Amount	Total Assessment Maximum (per Unit)	Allowed Adjustment Amount	Total Assessment Maximum (per Zone)
FY 2016-17	2015	2.60%	\$11.69	\$461.34	\$166.08	\$6,553.66		
FY 2017-18	2016	3.00%	\$13.84	\$475.18	\$196.61	\$6,750.27		
FY 2018-19	2017	2.90%	\$13.78	\$488.96	\$195.76	\$6,946.03		
FY 2019-20 Zone C original Assessment	2018	3.50%	\$17.11	\$506.07	\$243.11	\$7,189.14		\$69,196.02
FY 2020-21	2019	2.50%	\$12.65	\$518.72	\$179.73	\$7,368.87	\$1,729.90	\$70,925.92
FY 2021-22	2020	2.00%	\$10.37	\$529.09	\$147.38	\$7,516.25	\$1,418.52	\$72,344.44
FY 2022-23	2021	4.20%	\$22.22	\$551.31	\$315.68	\$7,831.93	\$3,038.47	\$75,382.91
FY 2023-24	2022	4.90%	\$27.01	\$578.32	\$383.76	\$8,215.69	\$3,693.76	\$79,076.67
FY 2024-25	2023	3.00%	\$17.35	\$595.67	\$246.47	\$8,462.16	\$2,372.30	\$81,448.97

Actual assessment amounts to be collected do not have to be set at the maximum assessment. Establishing the maximum available assessment each year and keeping up with inflation allows the assessments to be increased to this maximum amount sometime in the future if costs associated with this Assessment District increase (e.g., if in any year there are unanticipated expenditures due to such things as vandalism) and will preclude having to go through electorate approval per California Constitution Article XIII C, Section 2(b).

PART E

FY 2024-25 PROPERTY OWNERS LIST

The names and addresses of each of the property owners as shown on the County of Glenn Assessor's Tax Assessment Roll are shown in Table 2. The names and addresses have been keyed to the special assessment number (the assessor parcel number) as shown in Part C of this Engineer's Report.

Table 2
CITY OF WILLOWS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2024-25
Property Owner's List

APN	Assessment Diagram Number	Owner Name	Mailing Address
001-071-009-000	26	Tovar, Bradford & Tovar, Jillian Mc Garr	320 S. Humboldt Ave Willows, CA 95988
001-071-010-000	27	Nungaray, Jose T A & Arteaga Lorena C J/T	330 S Humboldt Ave, Willows, CA 95988
001-071-011-000	28	Medina Humberto	340 S Humboldt Ave, Willows, CA 95988
001-071-012-000	29	Pollock Robert R	350 S Humboldt Ave, Willows, CA 95988
001-071-013-000	30	Baczkowski, Thomas W.	360 S Humboldt Ave, Willows, CA 95988
001-071-014-000	31	Gonzalez, Sthefany Padilla & Ochoa, Ramon G J/T	370 S. Humboldt Ave, Willows, CA 95988
001-071-015-000	32	Towes, Randel & Roberta J/T	380 S. Humboldt Ave, Willows, CA 95988
001-071-016-000	33	Hernandez J A Palomino & Palomino Hilda	1330 W. Humboldt Ave, Willows, CA 95988
001-071-017-000	34	Cox, Thomas L Jr. S/S	1320 W. Humboldt Ave, Willows, CA 95988
001-071-018-000	16	Kumar Priti	199 N Humboldt Ave, Willows, CA 95988
001-071-019-000	15	Street Amy L & Street Timothy R	451 El Dorado Ave, Willows, CA 95988
001-071-020-000	14	Thornton, Michael R ETAL	461 El Dorado Ave, Willows, CA 95988
001-071-021-000	17	Buskirk, Patricia A	PO Box 634, Willows, CA 95988
001-071-022-000	18	Donnelly, Michael D & Carolyn M	421 El Dorado Ave, Willows, CA 95988
001-071-023-000	19	Martinez, Ramiro Licea & Licea Yesenia J/T	381 El Dorado Ave, Willows, CA 95988
001-071-024-000	20	Ngo Cuong Bach & Tra Thuy Thanh Thi TRS	371 El Dorado Ave, Willows, CA 95988
001-071-025-000	21	Feeney, Kevin S/S	65 Lindauer Lane, Red Bluff, CA 96088
001-071-026-000	22	Arias Ana	351 El Dorado Ave, Willows, CA 95988
001-071-027-000	23	Baker Nicole C	341 El Dorado Ave, Willows, CA 95988
001-071-028-000	24	Zarate Fransico & Gabriela R J/T	331 El Dorado Ave, Willows, CA 95988
001-071-029-000	25	Clark Janie C TRS	321 El Dorado Ave, Willows, CA 95988
001-071-030-000	13	Lederer, Eric M	PO Box 1298, Willows, CA 95988
001-071-031-000	12	Hernandez Jaime & Hernandez Gabriela	320 El Dorado Ave, Willows, CA 95988
001-071-032-000	11	Barragan, Ruban J.	330 El Dorado Ave, Willows, CA 95988
001-071-033-000	10	Jaramillo Jose Luis & Jaramillo Brenda	340 El Dorado Ave, Willows, CA 95988
001-071-034-000	9	Sigala, Yesenia J & Reymundo J/T	350 El Dorado Ave, Willows, CA 95988
001-071-035-000	8	Hancock, Jacob B & Terri J/t	360 El Dorado Ave, Willows CA 95988
001-071-036-000	7	Corriea Larry G	475 S Culver St, Willows, CA 95988
001-071-037-000	6	Salas, Crystal A & Sengmany, Rakxat J/T	380 El Dorado Ave, Willows, CA 95988
001-071-038-000	5	Bobadilla, Pedro D & Raygoza Marisol J/T	410 El Dorado Ave, Willows, CA 95988
001-071-039-000	4	Gutierrez, Alejandro & Gutierrez Ashley M J/T	420 El Dorado Ave, Willows, CA 95988
001-071-040-000	3	Drazkowski Tonia & Scott Lindsay B Co Trs	PO Box 434, Sea Ranch, CA 95497
001-071-041-000	2	Irwin Dennis L	440 El Dorado Ave, Willows, CA 95988
001-071-042-000	1	Southam Boyd & Southam Stephanie	450 El Dorado Ave, Willows, CA 95988
Lot A	Lot A	Null	Null

Table 2 (Continued)

APN	Assessment Diagram Number	Owner Name	Mailing Address
017-170-034-000	36	City of Willows	201 North Lassen St, Willows, CA 95988
017-170-037-000	37	City of Willows	201 North Lassen St, Willows, CA 95988
017-170-051-000	38	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-210-050-000	45	McDonalds USA LLC	611 Country Dr, Chico CA 95928
017-210-052-000	35	Walmart RE Business Trust c/o Walmart Tax Dept #2053	P.O. Box 8050, Bentonville, AR 72712-8050
017-350-001-000	41	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-002-000	40	Snow Mountain Properties LLC	1629 Co Rd E, Willows CA 95988
017-350-003-000	39	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-007-000	42	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-008-000	43	Martines Laythen	20370 Skyhawk Ln., Topanga, CA 90290
017-350-009-000	44	California Land Invest LLC	316 California Ave #350, Reno, NV 89509

PART F

FY 2024-25 ASSESSMENT DIAGRAM

Attached, you will find Assessment Diagrams (maps) for Zones A, B, and C within the Assessment District. Please note that the lines and dimensions of each parcel, as well as the distinctive assessment number, are shown on the Assessor's Maps for the City of Willows available at the County of Glenn Assessor's Office. The attached pages also provide the reference to the appropriate Assessor Books at the County for the subdivision.

Zone A

All the land lying within the Birch Street Village Subdivision, filed in the Recorder's Office of the County of Glenn in Book 13, Page 64.

Zone B

All the land lying within the Walmart Super Store Development, known at the Assessor's Office of the County of Glenn as Assessor's Parcel Number 017-210-052-000.

All the land lying within the McDonald's parcel, known at the Assessor's Office of the County of Glenn as Assessor's Parcel Number 017-210-050-000.

Zone C

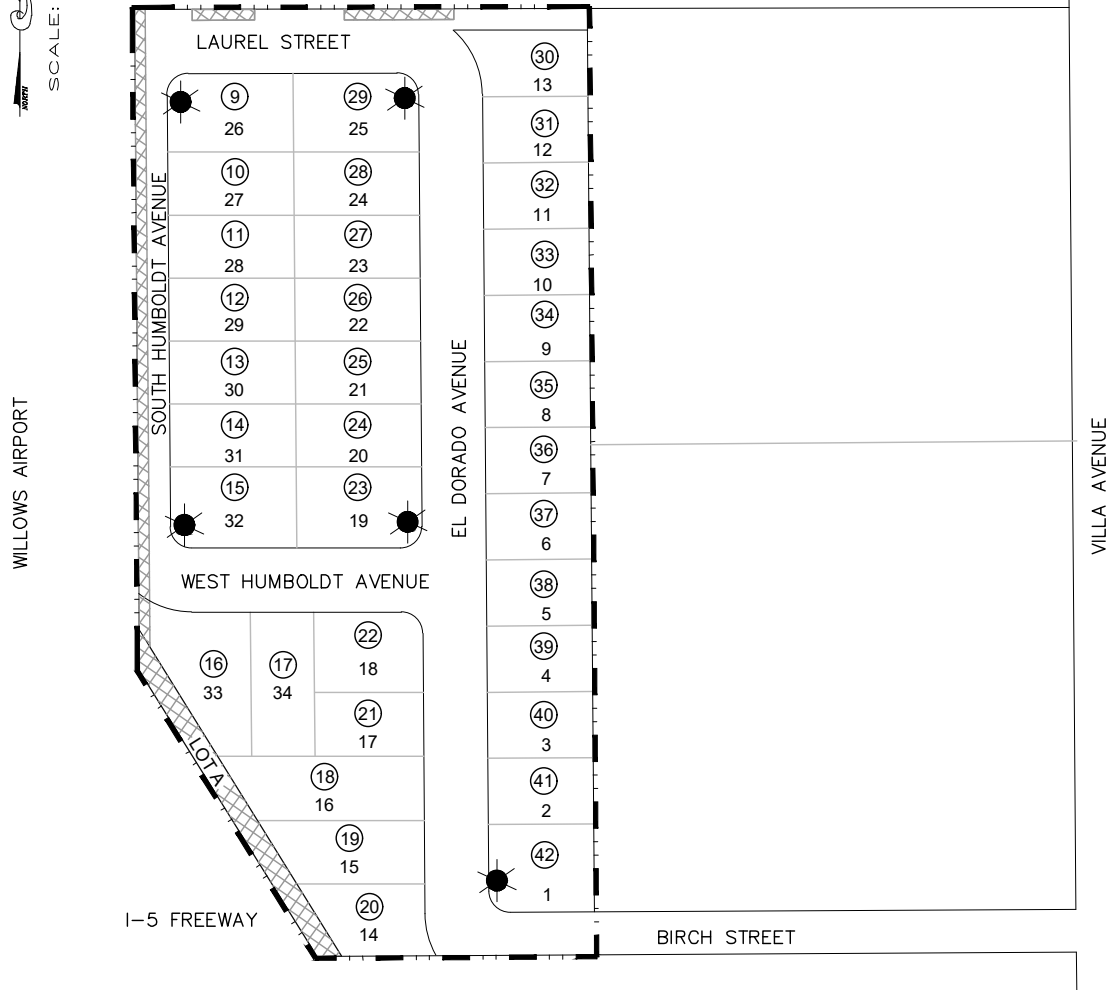
All the land lying within the South Willows Commercial and Industrial Center development, known at the Assessor's Office of the County of Glenn as Assessor's Parcel Numbers 017-170-034-000, 017-170-037-000, 017-170-051-000, 017-350-001-000 through 017-350-003-000 and 017-350-007-000 through 017-350-009-000.

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Images: Loc-map.jpg; Xrefs:
 Path: F:\BMAP-STD\Willows\LLAD\2024-25 Assessment Diagrams.dwg Layout Name: Zone A Plot Date: May 23, 2024 at 03:05 pm



APN: BOOK 001, PAGE 07, BLOCK 1.
 THE SPECIFIC LOT NUMBER IS SHOWN IN THE CIRCLE.
 THE ASSESSMENT DIAGRAM NUMBER IS BELOW THE LOT NUMBER.

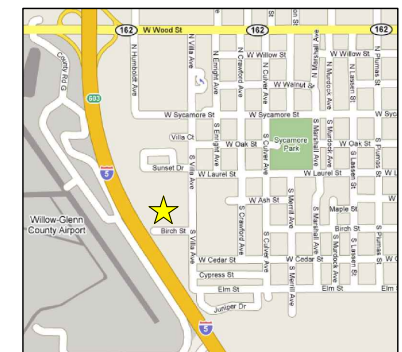


CITY OF WILLOWS




LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ASSESSMENT DIAGRAM

ZONE A - BIRCH STREET VILLAGE



VICINITY MAP

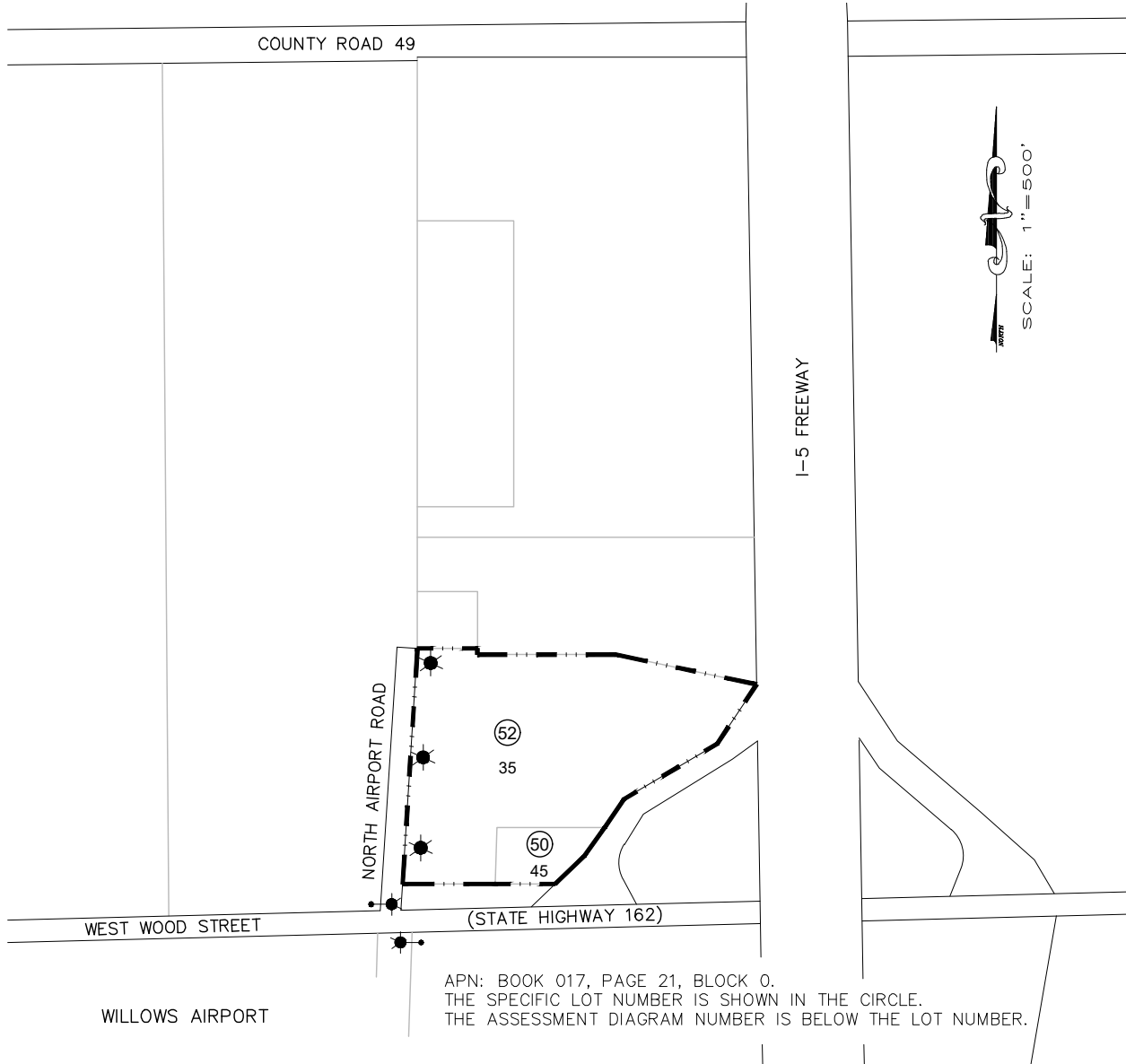
-  Landscape Maintenance Area
-  Assessment District Boundary
-  Zone A street light locations

NOTE:
 FOR THE DISTINCTIVE ASSESSMENT NUMBER AND DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL REFER TO THE ASSESSOR'S MAPS FOR THE CITY OF WILLOWS AVAILABLE AT THE GLENN COUNTY ASSESSOR'S OFFICE.



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CITY OF WILLOWS
 GLENN COUNTY CALIFORNIA
 2024-2025 FISCAL YEAR

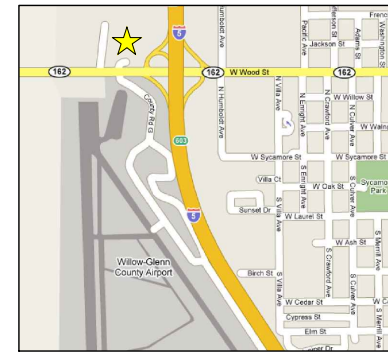


CITY OF WILLOWS

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ASSESSMENT DIAGRAM

ZONE B - WALMART



VICINITY MAP

- Zone B traffic signal with street light locations
- Zone B street light locations
- Assessment District Boundary

NOTE:

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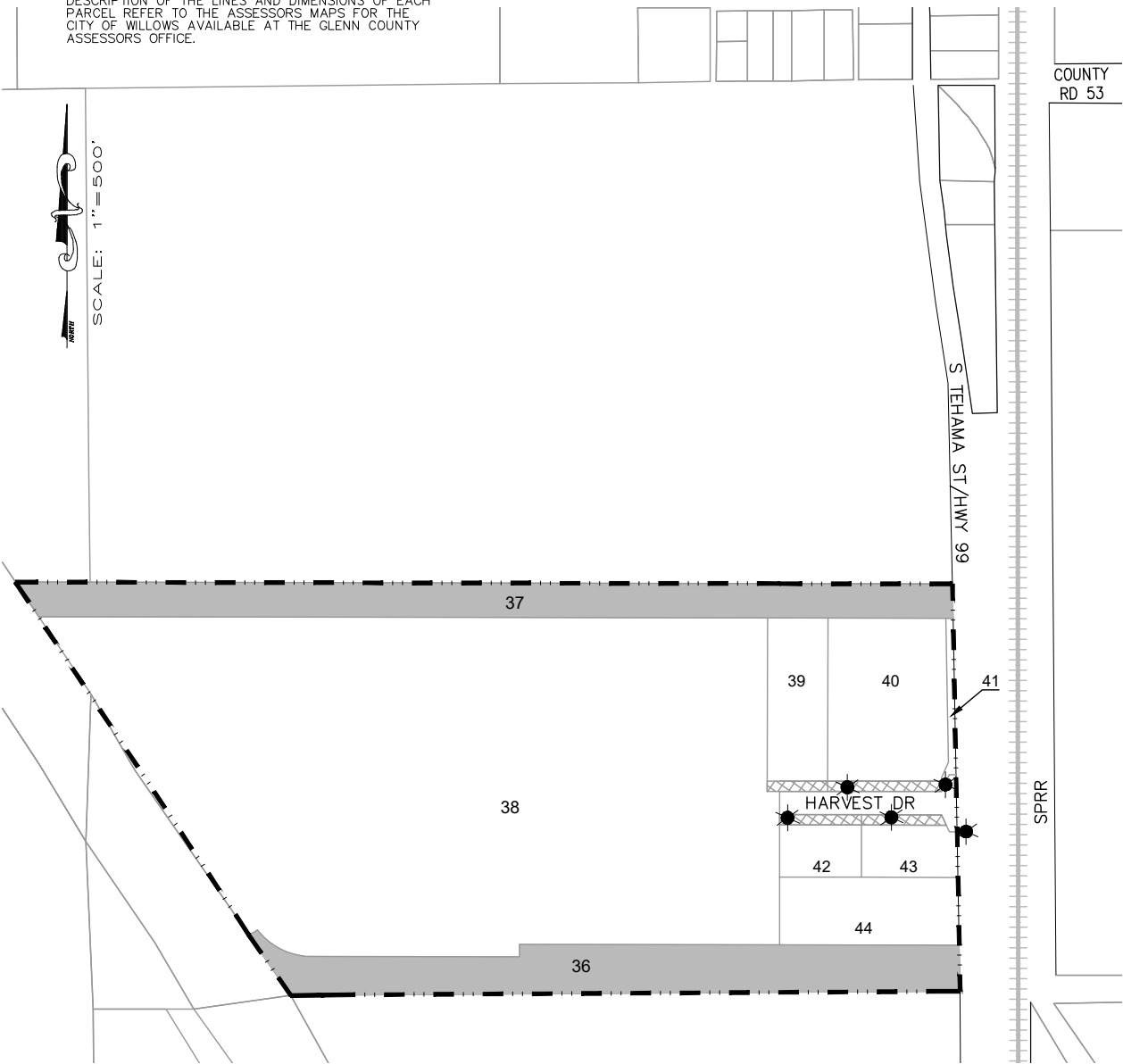
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GLENN COUNTY CALIFORNIA
2024-2025 Fiscal Year

NOTE:

FOR THE DISTINCTIVE ASSESSMENT NUMBER AND DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL REFER TO THE ASSESSORS MAPS FOR THE CITY OF WILLOWS AVAILABLE AT THE GLENN COUNTY ASSESSORS OFFICE.

SCALE: 1" = 500'



CITY OF WILLOWS
LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
ASSESSMENT DIAGRAM
ZONE C - SOUTH WILLOWS
COMMERCIAL AND INDUSTRIAL CENTER



VICINITY MAP

- 38 Assessment Diagram Number. See Table 2 of this report for the corresponding Assessor's Parcel Number.
- ★ Zone C street light locations
- ▨ Landscape Maintenance Area
- Weed Abatement of Detention Ponds
- - - - - Assessment District Boundary



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 2024-2025 FISCAL YEAR

Images: Loc-map.jpg Xrefs: Path: F:\BMAP-STD\Willows\LLAD\2023-24 Assessment Diagrams.dwg Layout Name: Zone C Plot Date: Apr. 30, 2024 at 08:51 am



Date: June 25, 2024
To: Honorable Mayor and Councilmembers
From: Joe Bettencourt, Community Development & Services Director
Marti Brown, City Manager
Subject: Master Fee Schedule Update

Recommendation:

Hold a public hearing and consider approval of the proposed update to the Master Fee Schedule ('Schedule').

Rationale for Recommendation:

There is no record of the last time the City's fee schedule was comprehensively updated. For example, some fees have not been updated since the 1990's. The purpose of the fee schedule is to determine the average cost of providing every service and charging the public accordingly.

Background:

Because the City's Master Fee Schedule is long overdue for review and adjustment, staff circulated a Request for Proposals to hire a qualified consultant to review and recommend changes to the Schedule. City staff circulated an RFP for approximately five weeks seeking bids to update the Schedule for a not-to-exceed amount of \$30,000. The City received two qualified bids, one from Willdan for the total amount of \$29,710 and one from Witten Resources Management Services for the total amount of \$128,840. The City Council selected Willdan at the October 24, 2023, City Council Meeting.

In order to develop an updated Master Fee Schedule, a User Fee Study is required. It focuses on the cost of providing city services, as city staff and contractors currently provide them at existing, known, or reasonably anticipated service and staff level needs. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff employed to determine the recommended fee schedule. The report is not intended to document all the numerous discussions throughout the process, nor is it intended to provide an influential dissertation on the qualities of the used tools, techniques, or alternative approaches.

The total cost of each service included in the User Fee Study ('Study') is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, contract costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

Discussion & Analysis:

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, Proposition 26, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any proposed fees that are more than the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee. There are no recommended fees in this staff report that are more than the cost of providing services; therefore, a public vote is not required.

Fiscal Impact:

There are no costs to the City associated with adopting the recommended action.

Attachment:

- Attachment 1: XX-2024 Resolution with Exhibit A
- Attachment 2: User Fee Study
- Attachment 3: Notice of Public Hearing



**City of Willows
Resolution xx-2024**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA,
ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES AND REPEALING PREVIOUSLY
ADOPTED FEES AND CHARGES FOR SUCH SERVICES**

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Willows is authorized to adopt and implement fees for municipal services; provided that such fees do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City Council of the City of Willows has established new fees for services; and

WHEREAS, the City has conducted an independent service cost recovery study including an evaluation of staff involved, time estimates, development of fully burdened hourly rates, citywide overhead, and the calculation of full cost recovery; and

WHEREAS, the adjusted development and other fees do not exceed the estimated reasonable cost of providing the services in accordance with California State law; and

WHEREAS, public notification in accordance with California State law was provided in advance of the public hearing at which these changes are to be considered; and

WHEREAS, oral and written presentations have been made and received, and the required public hearing has been held; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOWS AS
FOLLOWS:**

1. This Resolution shall take effect immediately upon adoption.
2. The fees listed in Exhibit A shall be effective September 23, 2024.
3. These fees are to be reviewed annually and adjusted based on the annual consumer price index (CPI) or time study information and made effective prior to July 1st of each year.
4. If any fee adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, shall be deemed separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining fees adopted or revised herein.

5. The Record establishes that the costs listed for those fees and charges which are to be increased and/or established as costs incurred by the City in providing City services are reasonable estimates of the cost of providing such services, and that the revisions recommended to existing fees for such services are necessary to recover the reasonable, estimated cost of providing such services.

PASSED AND ADOPTED by the City Council of the City of Willows this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Gary Hansen, Mayor

Amos Hoover, City Clerk

Exhibit:

- Exhibit A: Master Fee Schedule

Master Fee Schedule

Business License Fees				
Fee Description	Unit	Term	Fee	Notes
New Business License	Flat	One Time	\$110.00	
Soliciting/Delivery Vehicles	Flat	One Time	\$60.00	
Auctioneer	Flat	One Time	\$60.00	
Contractors/No Fixed Place of Business	Flat	One Time	\$60.00	
Renewal	Flat	Annual	\$60.00	
Park and Recreation Fees				
Fee Description	Unit	Term	Fee	Notes
City Park Rental	Flat	Per Day	\$40.00	A Certificate of General Liability Insurance is required in the amount of \$1 million showing the "City of Willows" as "additionally insured" for any events with over 150 attendees OR if a jump house, climbing walls or other private and potentially dangerous equipment is used.
Youth Sports Registration	Per Participant	Per Sport	\$50.00	
Softball Field Rental	Per Field	Per Day	\$40.00	
Softball Field Prep	Per Field	Per Day	\$50.00	
Softball Lights	Per Field	Per Hour	\$15.00	
City Pool	Per Participant	Per Day	\$3.00	
Tennis Court Reservation	Per Court	Per Day	\$50.00	
Building Permit Fees				
Fee Description	Unit	Term	Fee	Notes
New Buildings	Variable	Each Permit	Valuation Formula	See Valuation Formula
Additions	Variable	Each Permit	Valuation Formula	See Valuation Formula
Alterations	Variable	Each Permit	Valuation Formula	See Valuation Formula
Generator Installation	Variable	Each Permit	Valuation Formula	See Valuation Formula
Sewer Line Repair/Replacement (dwelling to property line)	Flat	Each Permit	\$119.00	
Water Line Repair/Replacement (dwelling to property line)	Flat	Each Permit	\$119.00	
Re-Plumb Residential	Flat	Each Permit	\$198.00	
New/Repair Gas Line	Flat	Each Permit	\$99.00	
Installation of Softener, Pond pump, Foundation, etc.	Flat	Each Permit	\$119.00	
Main Panel Upgrade 200 amp or less	Flat	Each Permit	\$99.00	
Re-Roof	Flat	Each Permit	\$258.00	
Furnace/HVAC Change out	Flat	Each Permit	\$159.00	
Replace Furnace or Mini Split (Electric or Gas)	Flat	Each Permit	\$119.00	
Install New HVAC or New Mini Split	Flat	Each Permit	\$99.00	
Water Heater Change out (Electric)	Flat	Each Permit	\$99.00	
Water Heater Change out (Electric to Gas)	Flat	Each Permit	\$99.00	
Water Heater Change out (Gas)	Flat	Each Permit	\$99.00	

Demolition Permit	Flat	Each Permit	\$158.00
Sign Permit	Flat	Each Permit	\$158.00
Additional Inspection Fee	Flat	Each Permit	\$93.00
Wood Stove Insert	Flat	Each Permit	\$138.00
Window Change out Like for Like	Flat	Each Permit	\$119.00
HVAC Ducts Only	Flat	Each Permit	\$99.00
Commercial Solar 50 KW or Less	Flat	Each Permit	\$1,000.00
Commercial Solar More Than 50 KW to 250KW	Flat	Each Permit	\$1,000.00 + \$7 Per KW after 50 KW up to 250 KW
Commercial Solar More Than 250KW,	Flat	Each Permit	\$2,400.00 + \$5 per KW after 250 KW
Residential Solar Less Than 10 KW	Flat	Each Permit	\$450.00
Residential Solar More Than 10 KW	Flat	Each Permit	\$450 + \$15 per KW above 15KW
Other Building Fees			
Working Without Permit	Flat	Per Occurrence	\$350.00
Additional Inspections	Flat	Per Inspection	\$79.00
Permit Revisions	Flat	Per Revision	\$88.00
Renewal of Expired Permit	Flat	Per Renewal	\$100.00
BSASRF Fee (State Fee)	Variable	Each Permit	\$1 for every \$25,000 in valuation
SMIP- Category 1	Variable	Select Permits	CASE WHEN [Valuation]<=\$3,850 THEN 0.50 ELSE .00013*[Valuation]
SMIP- Category 2	Variable	Select Permits	CASE WHEN [Valuation]<=\$1,786 THEN 0.50 ELSE .00028*[Valuation]

Building Valuation Formula

Project Valuation	Base Cost	Plus	Per Additional Valuation	Notes
\$1.00 to \$500	\$48.44		\$0.00	
\$501 to \$2,000	\$49.49	\$6.42	\$100.00	
\$2001 to 25,000	\$145.84	\$29.48	\$1,000.00	
\$25,001 to \$50,000	\$823.97	\$21.27	\$1,000.00	
\$50,001 to \$100,000	\$1,355.74	\$14.74	\$1,000.00	
\$100,001 to \$500,000	\$2,092.84	\$11.79	\$1,000.00	
\$500,001 to \$1,000,000	\$6,810.28	\$10.00	\$1,000.00	
\$1,000,001 and up	\$11,812.03	\$6.63	\$1,000.00	

Planning Fees

Fee Description	Unit	Flat Fee	Cost Recovery Agreement	Notes
Certificate of Compliance	Flat + CRA	\$105.00	\$1,600.00	CRA amounts are estimates, actual cost may vary.
Design Review	Flat + CRA	\$325.00	\$1,000.00	CRA amounts are estimates, actual cost may vary.
Categorical Exemption	Flat	\$225.00		
Notice of Determination (NOD)	Flat+ County Posting Fee	\$225.00		County Posting Fee in addition to Flat Fee
Initial Study w/minor Neg. Dec	Flat + CRA	\$350.00	\$4,000.00	CRA amounts are estimates, actual cost may vary.
Initial Study w/MND	Flat + CRA	\$350.00	\$8,000.00	CRA amounts are estimates, actual cost may vary.
Environmental Report (EIR)	Flat + CRA	\$800.00	TBD	Deposit determined per project
Tentative Parcel Maps (4 or few lots)	Flat + CRA	\$325.00	\$1,000.00	CRA amounts are estimates, actual cost may vary.
Tentative Parcel Maps (4 or few lots) - per lot	Flat	\$32.00		
Tentative Subdivision Maps (5 or more lots)	Flat + CRA	\$325.00	\$4,000.00	CRA amounts are estimates, actual cost may vary.
Tentative Subdivision Maps (5 or more lots) - per lot	Flat	\$32.00		
Vesting Tentative Map	Flat + CRA	\$350.00	\$8,000.00	CRA amounts are estimates, actual cost may vary.
Vesting Tentative Map - per lot	Flat	\$32.00		
Extensions and Revisions to Approved Plan	Flat + CRA	\$325.00	\$600.00	CRA amounts are estimates, actual cost may vary.
Final Maps	Flat + CRA	\$325.00	\$800.00	CRA amounts are estimates, actual cost may vary.
Final Maps - per lot	Flat	\$32.00		
General Plan Amendment	Flat + CRA	\$575.00	\$4,000.00	CRA amounts are estimates, actual cost may vary.
Home Occupation	Flat	\$86.00		
Lot Line Adjustment	Flat + CRA	\$105.00	\$800.00	CRA amounts are estimates, actual cost may vary.
Lot Merger	Flat + CRA	\$105.00	\$800.00	CRA amounts are estimates, actual cost may vary.
Rezone or Prezone	Flat + CRA	\$350.00	\$4,000.00	CRA amounts are estimates, actual cost may vary.
Sign Permit	Flat	\$300.00		
Temporary Use Permit	Flat	\$450.00		
Land Use Maps	Flat	\$99.00		
Zoning Map	Flat	\$99.00		
Minor Use Permit	Flat + CRA	\$190.00	\$1,600.00	CRA amounts are estimates, actual cost may vary.
Major Use Permit	Flat + CRA	\$575.00	\$3,200.00	CRA amounts are estimates, actual cost may vary.
Minor Variance	Flat + CRA	\$225.00	\$800.00	CRA amounts are estimates, actual cost may vary.
Major Variance	Flat + CRA	\$325.00	\$1,600.00	CRA amounts are estimates, actual cost may vary.
Zoning Clearance Letter	Flat	\$125.00		
Appeal to PC or CC	Flat	\$600.00		
Site Plan Review	Flat	\$180.00	\$180.00	CRA amounts are estimates, actual cost may vary.
2nd Pre-Development Meeting Fee	Flat	\$100.00		1st meeting is free, \$100 for each additional meeting.
CEQA filing fees	Flat	Applicants will pay current rate for filing fees		
Engineering Fees				
Fee Description	Unit	Flat Fee	Cost Recovery Agreement	Notes

Final Map Checking Fee	CRA		\$2,000.00	CRA amounts are estimates, actual cost may vary.
Parcel Map Checking Fee	CRA		\$1,500.00	CRA amounts are estimates, actual cost may vary.
Lot Line Adjustment Checking Fee	CRA		\$500.00	CRA amounts are estimates, actual cost may vary.
Lot Merger Checking Fee	CRA		\$500.00	CRA amounts are estimates, actual cost may vary.
Deed Review/Processing	CRA		\$1,000.00	CRA amounts are estimates, actual cost may vary.
Building Plan Review	CRA		4% of Total Project Cost	CRA amounts are estimates, actual cost may vary.
Civil Field Inspection Deposit - Minor	CRA		2% of Total Project Cost	CRA amounts are estimates, actual cost may vary.
Civil Field Inspection Deposit - Major	CRA		4% of Total Project Cost	CRA amounts are estimates, actual cost may vary.
Civil Plan Review Deposit	CRA		4% of Total Project Cost	CRA amounts are estimates, actual cost may vary.
Encroachment Permit	Flat	\$210.00		Fee includes two inspections, a cost \$79 will be charged for every additional inspection.

Fire Fees

Fee Description	Unit	Term	Fee	Notes
False Fire Alarm Activation (4th offense)	Flat	Per Offense	\$250.00	
False Fire Alarm Activation (6th offense)	Flat	Per Offense	\$500.00	
False Fire Alarm Activation (8th offense)	Flat	Per Offense	\$750.00	
Fireworks Stand/Booth	Flat	Each Permit	\$50.00	
Twice Failed Annual Fire Inspection Fee	Flat	Per Re-Inspection	\$100.00	
New Business Fire Inspection	Flat	First Inspection	\$100.00	
New Business Re-Inspection	Flat	Per Re-Inspection	\$100.00	

Sewer Connection Fees

Fee Description	Unit	Conversions	Fee	Notes
Residential Premises	Per Dwelling		\$1,250.0	
Motel/hotel with restaurant facilities	Per Room	1 room = 1.00	\$1,250.0	
Motel/hotel without restaurant facilities	Per Room	1 room = 0.50	\$625.00	
Convalescent hospitals	Per Room	1 bed = 0.50	\$625.00	
Hospitals	Per Bed	1 bed = 0.50	\$625.00	
Dormitory or group dwelling with food services or boarding house	Per Occupant	3 occ. = 1.00	\$416.00	Number of occupants to be determined by Director of Public Works at time of application.
Dormitory without food services; or rooming house	Per Occupant	6 occ. = 1.00	\$209.00	Number of occupants to be determined by Director of Public Works at time of application.
Schools, including but not limited to elementary, secondary, colleges and universities	Per FTE	9.2 FTE = 1.00	\$135.00	FTE equals full time equivalent student
All Other	Per Acre		\$4,601.00	Acreage - Gross acres excluding dedicated public streets.

Miscellaneous Fees				
Fee Description	Unit	Term	Fee	Notes
Credit Card Convenience Fee	Percentage	Per Transaction	3% of Total	
Shipping Cost	Variable	Per Transaction	Actual Cost	

City of Willows



User Fee Study

June 25, 2024



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Executive Summary

The City of Willows engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identify 100% full cost recovery for City services. **Appendix C** details the full cost and suggested fees as determined through discussion with departmental staff. The recommended fees identified herein are either at or less than full cost recovery.

User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole (“User Fees”). As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefits. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, Proposition 26, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee. There are no fees suggested to be set above the cost of service and as such a public vote is not required.

California User Fee History

Before Proposition 13, in times of fiscal shortages, California cities were able to raise property taxes, which funded everything from police and recreation to development-related services. However, this situation changed with the passage of Proposition 13 in 1978.

Proposition 13 established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, cities were required to secure a supermajority vote in order to enact or increase taxes. Due to the thresholds needed to increase local taxes, cities have less control and very few successful options for new revenues. The State of California took a series of actions in the 1990’s and 2000’s to improve the State’s fiscal situation, at the expense of local governments. In 2004-05, the Educational Revenue Augmentation Funds (“ERAF”) take-away of property taxes and the reduction of Vehicle License Fees further reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the “Stop Hidden Taxes Initiative”, which is aimed at defining “regulatory fees” as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person’s activities. Proposition 26 contains seven categories of exceptions. The fees analyzed as part of a User Fee study typically fall under categories one through five consisting of charges for specific benefits, government service, regulatory need, for use of government property, or a fine/penalty.

Additional Policy Considerations

State regulations require that municipalities update their fee schedules to reflect the actual costs of certain public services primarily benefiting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby typically reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover reasonable support costs. Support costs are those costs relating to a local government's central service departments that are allocable to the local government's operating departments. Central services support cost allocations were incorporated using the resulting indirect overhead percentages determined through the City's Cost Allocation Plan. A Cost Allocation Plan identifies the central service functions of the City such as Finance, City Manager, and Human Resources and allocates their cost to the departments and funds of the City that they support. This plan was used in the User Fee study to account for the burden placed upon central services by the operating departments in order to allocate a proportionate share of central service cost through the study.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City to annually increase or decrease the fees by changes in a pre-approved inflationary index, as described below. However, such inflationary increases shall not exceed the reasonable estimated cost of providing the services each year.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can also be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs but cannot rely solely on the CPI increase as it is incumbent upon each agency to ensure the amount of the fees charged does not exceeds the reasonable estimated costs of providing the services. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every five years, which would include adding, amending, or removing fees for programs/services.

Study Objective

As the City of Willows seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. A User Fee Study provides assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principal goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following Willows departments and fee groups:

- Business License
- Parks
- Building
- Planning
- Fire
- Engineering

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff currently provide them at existing, known, or reasonably anticipated service and staff level needs. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide an influential dissertation on the qualities of the utilized tools, techniques, or alternative approaches.

Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for such fees is the “estimated, reasonable cost” principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits (see [Appendix B](#)), but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

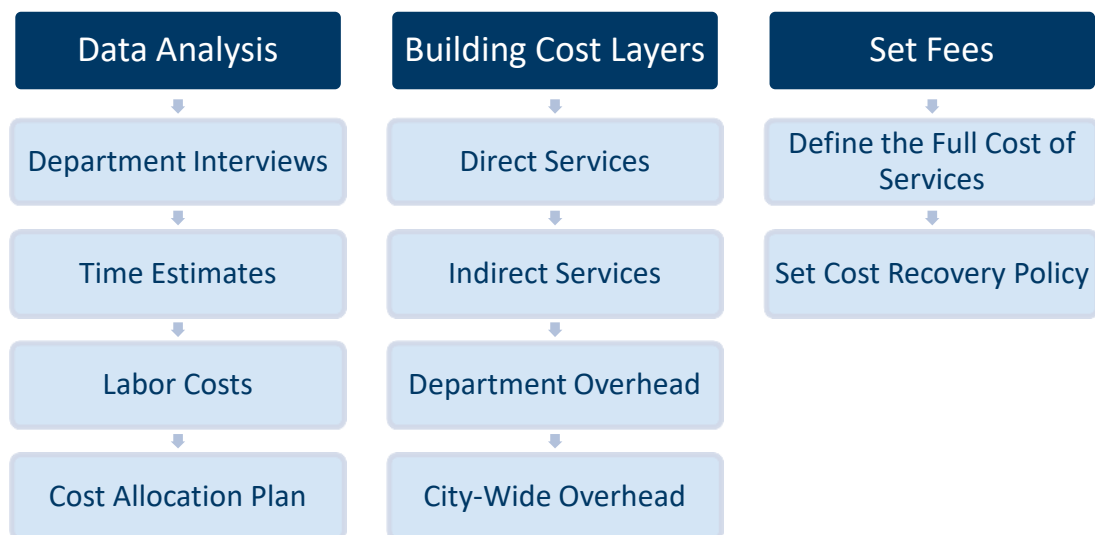
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Central service overhead costs allocated through the Cost Allocation Plan

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to 1,650 productive or billable hours to account for calculated or anticipated hours’ employees are involved in non-billable activities such as paid vacation, sick leave, holidays, and other considerations as necessary. Dividing the full cost, including overhead, of a position by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate for how a service is provided, to calculate a fee’s cost based on the personnel and the amount of their time that is involved in providing each service.

Summary Steps of the Study

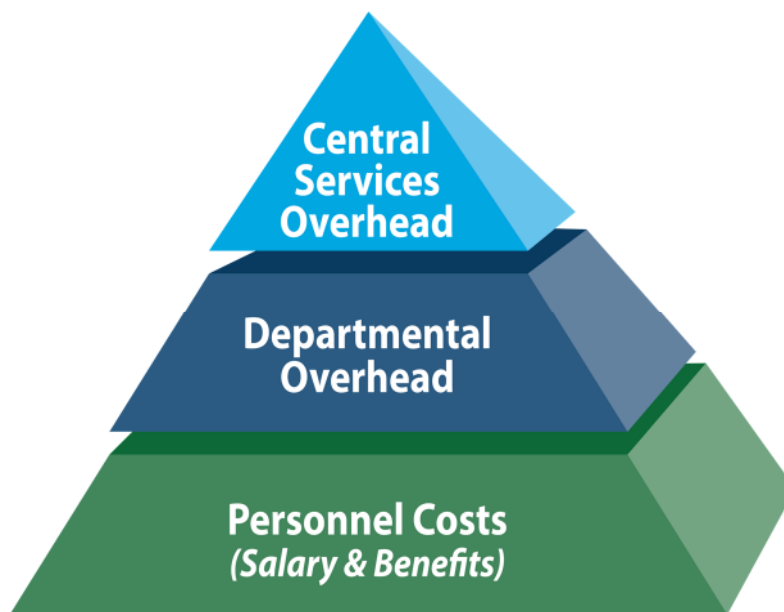
The process of the study is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix A**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City’s central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, as provided via the City’s Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.



Methodology

The three methods of analysis for calculating fees used in this report are the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Program Cost Approach: In some instances, the underlying data is not available or varies widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence rental based fee levels more than other types of services. Willdan employed a different methodology where appropriate to fit a programs' needs and goals. Typical programmatic approach cases are valuation-based fees, Recreation programs, and instances where a program cost is divided over the user base to obtain a per applicant cost for shared cost services.

Valuation Based Fees: This manner of collection is used when the valuation of the improvement can be used as a proxy for the amount of effort it would take for City staff to complete the service provided. More specifically, this approach is commonly used for certain User Fees in the Building Division. It is generally accepted that as a project's size scales up, the cost of the project increases, and the amount of effort needed to review and inspect also increases. Using a valuation-based fees provides for a system that can adjust as project sizes scale. Land is not included in the valuation.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Internal and external reviews
- Cross-checking

Reasons for cost increases/decreases over current fees

Within the fee tables in **Appendix C**, the differences are identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

-
- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
 - Position staffing levels, seniority, and the positions that complete fee and service activity may vary from when the previous costs were calculated
 - Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
 - Changes in processes and procedures within a department, or the City as a whole
 - Changes in the demand for services in a City may have also changed the staffing or cost structure of departments over time

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct work hours (billable/non-billable)
- Time estimates to complete work tasks
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

Willows User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in **Appendix C**. Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were obtained through interviews conducted with City staff for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time data used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service and will differ from City to City depending on staffing, positions involved, experience of staff, the use of consultants, and the policies and procedures in place for each City. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The primary goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility of determining the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Willows, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) who receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, some services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City, but it is important to distinguish the difference between any purported possible benefits that may be conveyed through the result of activities of the service receiver and the direct benefit being conveyed through the City providing the service to the requestor.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool since it can be used to reduce fees to encourage certain activities (such as to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without overburdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, typically the General Fund's other unrestricted funds.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The cost of service study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

Summary

City staff is recommending setting user fees at suggested fee amounts as detailed in [Appendix C](#). City and departmental goals, City Council priorities, policy initiatives, past performance, implementation issues, and other internal and external factors should influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and the update to a consistent and comprehensive fee schedule were the primary objectives of this study. City staff has reviewed the full costs and identified the recommended fee levels for consideration by City Council.

The following sections provide background for each department, division, and fee group and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to [Appendix C](#) of this report.

Business License

Business License fees include operations management services fees.

Analysis

Willdan individually reviewed the services associated with Business License. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Business License services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that fees are currently set below the full cost of providing service. Staff is recommending the fees be adjusted as detailed in [Appendix C](#). As a result, there would be:

- An increase to 8 fees.

Parks

City of Willows has 3 beautiful parks.

Analysis

Willdan individually reviewed the services and programs associated with the Parks Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of most Parks programs encompassed facility rentals and other recreation services. The fee for use of government owned facilities and property can be set discretionally by the City per Proposition 26 to reduce the cost to the public for related facilities costs, and because there is market availability for facility use elsewhere. The cost of acquisition, maintenance, repair, and upgrade to the City and subsequently the community is partially offset by rental or use fee revenue. As such these fees should be set using the knowledge of activity use for the facilities, policy desires of the City, and market factors when desirable. It is generally accepted that many Recreation programs provide a measure of public benefit to the residents and City as a whole. In addition, cities generally want to ensure that their programs and services remain affordable to the community at large, and that the programs remain competitive with surrounding jurisdictions and private businesses. Three fees used the standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. Staff is recommending the fees be adjusted as detailed in [Appendix C](#). As a result, there would be:

- An increase for 4 fees,
- 2 new fees, an individual swimming pool use and a tennis & pickleball court reservation fee, would be added;
- the remaining fees would remain as currently set.

Building

The Building Division is responsible for activities related to the construction, remodeling, and demolition of buildings and structures.

By reviewing building permit applications, issuing building and related permits, checking plans, and inspecting buildings and properties the Division can ensure compliance with applicable codes and ordinances. The Division is responsible for enforcing all applicable building, mechanical, energy, accessibility, plumbing, electrical and housing codes and laws adopted by the City and State to ensure a safe and habitable building environment.

Analysis

Willdan individually reviewed the services and programs associated with the Building Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Building services relied primarily upon a standard unit cost build-up approach (except Building Permit Fees), whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the current fees are under funding the cost for most of the services. Staff is recommending the fees be adjusted as detailed in [Appendix C](#). As a result, there would be:

- An increase to 19 fees;
- 5 fees would decrease;
- 1 new fee, Additional Inspection Fee, would be added;
- 19 fees would remain as currently set, and;
- the average fee change would be an increase of 30% for current fees.

For building permit fees for new structures, staff and Willdan recommend the use of a valuation-based approach to calculating fees. This method is widely used by other jurisdictions to calculate building permit fees. Conceptually, the valuation approach is based upon the understanding that, the larger and more complex a project is, the more time and effort that is required to provide building-related service, and that there are greater efficiencies in inspection of the construction of larger projects. The International Code Council has prepared a table on the average value of new building construction on a per-square-foot basis by type of construction and occupancy. This table is then adjusted for regional variations in construction costs and is again adjusted yearly based on the percentage increase of the 20 city average construction cost index as published by Engineering News Record in their January edition. The values provided in the report are generally accepted in the industry as reasonable. Additionally, the 1997 Uniform Building Code provided recommended building permit fees based on valuation, establishing different fees for multiple tiers of new construction value. These original tiers have been adjusted for inflation and local conditions. Based on staff's application of the valuation tables to scenarios using

historical information regarding development projects and estimates of levels of effort for projects of various sizes.

The table in **Appendix C** for a valuation-based building permit fee contains two components for each tier: a flat fee for a portion of the valuation of a project and a rate for each additional \$1,000 of project valuation (or fraction thereof). The flat fee component for each tier is the maximum fee that could be charged for a project in the preceding tier, except for the first tier. In calculating the components of the valuation-based building permit fee, staff and Willdan estimated the amount of time necessary for all relevant staff for plan check and inspection for a variety of historical and likely future building projects (rolling all tasks associated with the processing of a building permit application and inspecting actual construction into one of those two categories), adjusting valuations based on historical actual information and estimates of anticipated and likely projects in Willows. The budgeted cost of providing services along with historical revenue and valuation data were used to determine the current cost recovery level, and to calculate the revenue changes that would achieve full cost recovery.

If the City Council approves the use of a valuation-based fee approach for some building projects, it is recommended that over time the Department update the fees by implementing the most up-to-date valuation tables and annually adjusting the tables accordingly, including ongoing testing to ensure that the fees charged to representative projects represent a reasonable estimate of the cost of providing services to those projects.

Planning

The Planning Division provides pre-development assistance and processes applications for land use permits, development projects, subdivisions, and conducts environmental review consistent with the California Environmental Quality Act (CEQA).

Analysis

Willdan individually reviewed the services and programs associated with the Building Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Planning services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the current fees are under funding the cost for most of the services. Staff is recommending the permit fees and PTA deposits be set as detailed in **Appendix C**. As a result, there would be:

- An increase to 11 permit fees;
- 6 fees would change from a flat amount to a flat permit plus a CRA deposit;
- 4 fees would change from a consultant fee to a flat permit amount plus CRA deposit;
- 5 fees would decrease;
- 3 new fees would be added, and;
- 5 fees would remain as currently set.

Fire

The Fire Department is responsible for responding to emergency calls (9-1-1) for the City of Willows and the Willows Rural Fire Protection District, as well as providing mutual aid to neighboring fire jurisdictions in Glenn County, Hazardous Material Team Response, fire prevention (e.g., inspections, weed abatement, public education), training, and administration (e.g., purchasing, regional coordination, budgeting, grant preparation and reporting).

Analysis

Willdan individually reviewed the services and programs associated with the Fire Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Fire services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the current fees are under funding the cost for most of the services. Staff is recommending the fees to be adjusted as detailed in [Appendix C](#). As a result, there would be:

- An increase to 5 fees;
- 2 new fees, new business fire inspection and re-inspection, would be added;
- the average fee change would be an increase of 59% for current fees.

Engineering

The Department of Public Works is responsible for oversight of City functions relating to all infrastructure systems including sanitary and storm sewers, coordination of utility company systems, street maintenance and improvement, sidewalks, street lighting, signage and provisions to promote pedestrian and bicycle safety, all public landscaping, parks maintenance, street trees, City facilities maintenance and improvements, and project management.

In addition, Public Works also includes all infrastructure engineering, encroachment permit issuance for work within the City's right-of-way, and development processing.

Analysis

No cost analysis was done with the Engineering schedule, except for the Encroachment Permit. The department also has deposits that are used for some services to collect full cost. Staff is recommending a split of the civil field inspection deposit to include a minor category with a reduced fee of 2% of construction cost as compared to the current 4% for the major category. For the Encroachment Permit, a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the fee is under funding the cost of the service and staff is recommending increasing it to full cost recovery. All other fees would remain as currently set.

Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a portion of the total allowable cost is recovered as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The direct overhead percentages below are derived by dividing operational costs by personnel cost. The indirect allocation percentages are provided through the Cost Allocation Plan). The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and other costs that are charged directly to the service requestor.

City of Willows - User Fee Study

Overhead Rate Calculations

Department	Salaries & Benefits	Department Operations & Administration	Direct Overhead %	Overhead Allocation	Indirect Allocation %
Planning	169,608	6,495	4%	6,120	4%
Building	72,274	960	1%	15,370	21%
Recreation	86,568	6,729	8%	7,807	9%
Parks & Public Works	408,254	58,685	14%	32,761	8%
Fire	466,546	134,750	29%	76,297	16%
City Manager	188,900	12,500	7%	3,906	2%
Finance	270,085	3,000	1%	22,729	8%

Appendix B –Fully Burdened Hourly Rates

Below are fully burdened hourly rates (FBHR) of staff positions that provide for the services detailed in **Appendix C**. The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position.

City of Willows - User Fee Study Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Building	Bldg - Community Development Technician	\$53.80
City Manager	CM - City Clerk	\$54.18
City Manager	CM - City Manager	\$124.09
Finance	Fin - Accounting Manager	\$85.84
Finance	Fin - HR/Fiscal Analyst	\$49.38
Fire	Fire - Fire Captain	\$83.11
Fire	Fire - Fire Chief	\$156.71
Fire	Fire - Firefighter / Engineer	\$72.06
Planning	Plng - Community Development Public Services Director	\$110.72
Parks & Public Works	PW - Fleet Mechanic	\$61.52
Parks & Public Works	PW - Parks/PW Maintenance Worker II	\$46.71
Parks & Public Works	PW - Parks/PW Superintendent	\$97.76
Recreation	Rec - Library Tech	\$37.94

Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees, services, and penalties in which the full cost, existing fee, and suggested fee is listed as “NA”, the amount or percentage was not calculable. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one-to-one basis, a full cost was not calculated (for penalties, fines, market-based fees, or items not included in the study), or when there is not a current fee amount to compare against.

Business License

#	Description	Current Fee/Charge	Unit
1	New Applications	40.00	annual
2	Renewal	40.00	annual
3	Apartment 3 units and above	2.00	Per Unit
4	Hotel and Motel	30.00 + 1.00 per unit	Annually
5	Peddlers/Soliciting	15.00	Per Quarter
6	Auctioneer	25.00 per day or 200.00 annually	Per Day/Annually
7	Delivery Vehicles	35.00	Annual
8	Contractors (no fixed place of business)	\$30.80 Annually, 15.40 semi-annually, quarterly \$7.70	

Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
\$111.29	1%	\$110.00	Flat	\$70
\$111.29	46%	\$60.00	Annual	\$20
\$111.29	1%	\$110.00	Flat	\$108
\$111.29	73%	110.00	Flat	variable
\$62.83	5%	\$60.00	Flat	\$45
\$62.83	60%	\$60.00	Flat	variable
\$62.83	5%	\$60.00	Flat	\$25
\$62.83	5%	\$60.00	Flat	\$29

Park Fees

#	Description	Current Fee/Charge	Unit	Notes
1	Park Permits	35.00	Per Day	**Please note – it is required to provide a Certificate of General Liability Insurance in the amount of \$1 million showing the “City of Willows” as “additionally insured” for any events with over 150 attendees OR if a jump house, climbing walls or other private and potentially dangerous equipment is used.**
2	Softball Field Use	35.00	Per Day	
3	Softball Tournament Fee	100.00	Per Day	
4	Softball Field Prep	41.67	Per Prep	
5	Softball Lights	15.00	Per Hour	
6	City Pool Use Fee	New	Daily Per Participant Fee	
7	Tennis Court Reservation Fee	New	Per Day	
8	Youth Sports/Programs	35.00	Per Participant	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$40.00	\$5
NA	NA	\$40.00	\$5
NA	NA	\$100.00	\$0
\$70.06	29%	\$50.00	\$8
NA	NA	\$15.00	\$0
\$40.08	93%	\$3.00	NA
\$50.00	0%	\$50.00	NA
NA	NA	\$50.00	\$15

Building

#	Description	Current Fee/Charge	Unit	Notes
1	BSF: 1 - 25,000	1.00		
2	BSF: 25,001 - 50,000	2.00		
3	BSF: 50,001 - 75,000	3.00		
4	BSF: 75,001 - 100,000	4.00		
6	BSF: 100,000 OVER	4.00	plus \$1 per 1,0000	
7	CC 3% Convenience Fee	3%		
8	COM SOLAR PC 50 KW OR LESS fee	1,000.00		
9	COM SOLAR PC MORE THAN 50KW to 250KW, ADD PER KW Fee	7.00	per KW	
10	COM SOLAR PC MORE THAN 250KW, ADD PER KW Fee	5.00	per KW	
11	Disability Access & Education GC §4467 (2)(A)	4.00		
12	Other Insp/Fees - Work w/o Permit	195.00		
13	Permit Revisions	130.00		
14	Additional Inspections & Fees- #5 Plan Review & Inspections or Both	0.00		
15	Permit Renewal	65.00		
16	RES. Solar PC LESS THAN 10 kw	426.50		
17	RES. Solar PC OVER 10kw ADD PER KW \$15	426.50	plus \$15/per KW	
18	SEWER CONNECTION - CML	0.00		
19	SEWER CONNECTION - RES	1,250.00		
20	Shipping Cost	0.00		
21	SMIP- Commercial CAT 2	CASE WHEN [Valuation]<=1786 THEN 0.50 ELSE .00028*[Valuation]		
22	SMIP- Commercial CAT 1	CASE WHEN [Valuation]<=3850 THEN 0.50 ELSE .00013*[Valuation]		
23	New Buildings	Valuation Formula		
24	Additions	Valuation Formula		
25	Alterations	Valuation Formula		or 50% of new construction value by square footage
26	Generator Installation	Valuation Formula		
27	Sewer Line Repair/Replacement (dwelling to property line)	49.15		
28	Water Line Repair/Replacement (dwelling to property line)	29.25		
29	Re-Plumb Residential	29.25		
30	New/Repair Gas Line	30.65		
31	Installation of Softener, Pond pump, Foundation, etc.	57.80		
32	Main Panel Upgrade 200 amp or less	85.00		
33	Re-Roof	211.00		
34	Furnace/HVAC Change out	54.10		
35	Replace Furnace or Mini Split (Electric or Gas)	39.30		
36	Install New HVAC or New Mini Split	126.50		
37	Water Heater Change out (Electric)	29.25		
38	Water Heater Change out (Electric to Gas)	42.95		
39	Water Heater Change out (Gas)	36.80		
40	Demolition Permit	125.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$1.00	\$0
NA	NA	\$2.00	\$0
NA	NA	\$3.00	\$0
NA	NA	\$4.00	\$0
NA	NA	\$4.00	\$0
NA	NA	3%	\$0
NA	NA	\$1,000.00	\$0
NA	NA	\$1,000.00 + \$7a Kw after 50Kw up 250Kw	\$0
NA	NA	\$2,400 + \$5 per Kw after 250Kw	\$0
NA	NA	\$4.00	\$0
NA	NA	\$350.00	\$155
\$88.34	0%	\$88.00	-\$42
\$79.87	1%	\$79.00	\$79
\$106.95	6%	\$100.00	\$35
\$457.08	2%	\$450.00	\$24
\$457.08	2%	\$450 + \$15 per KW above 15KW	\$24
NA	NA	\$0.00	\$0
NA	NA	\$1,250.00	\$0
NA	NA	Actual Cost	\$0
NA	NA	CASE WHEN [Valuation]<=1786 THEN 0.50 ELSE .00028*[Valuation]	\$0
NA	NA	CASE WHEN [Valuation]<=3850 THEN 0.50 ELSE .00013*[Valuation]	\$0
NA	NA	Valuation Formula	\$0
NA	NA	Valuation Formula	\$0
NA	NA	Valuation Formula	\$0
NA	NA	Valuation Formula	\$0
\$119.12	0%	\$119.00	\$70
\$119.12	0%	\$119.00	\$90
\$198.99	0%	\$198.00	\$169
\$99.15	0%	\$99.00	\$68
\$119.12	0%	\$119.00	\$61
\$99.15	0%	\$99.00	\$14
\$258.20	0%	\$258.00	\$47
\$159.05	0%	\$159.00	\$105
\$119.12	0%	\$119.00	\$80
\$99.15	0%	\$99.00	-\$28
\$99.15	0%	\$99.00	\$70
\$99.15	0%	\$99.00	\$56
\$99.15	0%	\$99.00	\$62
\$158.36	0%	\$158.00	\$33

Building

#	Description	Current Fee/Charge	Unit	Notes
41	Sign Permit	225.00		
42	Additional Inspection Fee	New		
43	Wood Stove Insert	175.00		
44	Window Change out Like for Like	200.00		
45	HVAC Ducts Only	35.15		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$158.36	0%	\$158.00	-\$67
\$93.32	0%	\$93.00	NA
\$138.39	0%	\$138.00	-\$37
\$119.12	0%	\$119.00	-\$81
\$99.15	0%	\$99.00	\$64

BUILDING FEE PERMITS

Project Valuation	1997 Fee		CPI (110.6%)		Suggested Fee		per addnl \$
	Base	Plus per	Base	Plus per	Base	Plus per	
\$1.00 to \$500	\$23.00		\$25.44		\$48.44		\$0
\$501 to \$2,000	\$23.50	\$3.05	\$25.99	\$3.37	\$49.49	\$6.42	\$100
\$2001 to 25,000	\$69.25	\$14.00	\$76.59	\$15.48	\$145.84	\$29.48	\$1,000
\$25,001 to \$50,000	\$391.25	\$10.10	\$432.72	\$11.17	\$823.97	\$21.27	\$1,000
\$50,001 to \$100,000	\$643.75	\$7.00	\$711.99	\$7.74	\$1,355.74	\$14.74	\$1,000
\$100,001 to \$500,000	\$993.75	\$5.60	\$1,099.09	\$6.19	\$2,092.84	\$11.79	\$1,000
\$500,001 to \$1,000,000	\$3,233.75	\$4.75	\$3,576.53	\$5.25	\$6,810.28	\$10.00	\$1,000
\$1,000,001 and up	\$5,608.75	\$3.15	\$6,203.28	\$3.48	\$11,812.03	\$6.63	\$1,000

Planning

#	Description	Current Fee/Charge	Unit	Notes
1	Certificate of Compliance	228.00		
2	Design Review	283.00	+ \$128 per PC mtg. + CRA Deposit	
3	Categorical Exemption	64.00		
4	Notice of Determination (NOD)	32.00	+ County Posting Fee	
5	Initial Study w/minor Neg. Dec	Consultant Fee + 5%		
6	Initial Study w/MND	Consultant Fee + 5%		
7	Environmental Report (EIR)	Consultant Fee + 5%		
8	Tentative Parcel Maps (4 or few lots)	285.00	plus CRA	
9	Tentative Parcel Maps (4 or few lots) - per lot	32.00		
10	Tentative Subdivision Maps (5 or more lots)	564.00	plus CRA	
11	Tentative Subdivision Maps (5 or more lots) - per lot	32.00		
12	Vesting Tentative Map	680.00	plus CRA	
13	Vesting Tentative Map - per lot	32.00		
14	Extensions and Revisions to Approved Plan	191.00		
15	Final Maps	562.00	plus CRA	
16	Final Maps - per lot	32.00		
17	General Plan Amendment	1,146.00		
18	Home Occupation	86.00		
19	Lot Line Adjustment	350.00		
20	Lot Merger	228.00		
21	Rezone or Prezone	Minimum \$1,000 deposit + consultant + 5%		
22	Sign Permit	64.00		
23	Temporary Use Permit	228.00		
24	Land Use Maps	23.00		
25	Zoning Map	23.00		
26	Minor Use Permit	114.00	plus CRA	
27	Major Use Permit	570.00	plus CRA	
28	Minor Variance	114.00	plus CRA	
29	Major Variance	570.00	plus CRA	
30	Zoning Clearance Letter	128.00		
31	Appeal to PC or CC	222.00		
32	Site Plan Review	New		
33	Pre-Development Meeting Fee	New		1st meeting free
34	CEQA filing fees	New		

Full Cost	Subsidy %	Suggested Permit Fee	Suggested CRA	Unit	Fee Δ
\$1,699.08	94%	\$105.00	\$1,600.00	Flat + CRA	variable
\$1,123.28	71%	\$325.00	\$1,000.00	Flat + CRA	variable
\$224.81	0%	\$225.00		Flat	\$161
\$224.81	0%	\$225.00		+ County Posting Fee	\$193
\$4,334.42	92%	\$350.00	\$4,000.00	Flat + CRA	variable
\$8,314.73	96%	\$350.00	\$8,000.00	Flat + CRA	variable
\$840.90	5%	\$800.00	"Deposit determined per project"	Flat + CRA	variable
\$1,521.31	79%	\$325.00	\$1,000.00	Flat + CRA	\$40
NA	NA	\$32.00		Flat	\$0
\$4,307.52	92%	\$325.00	\$4,000.00	Flat + CRA	-\$239
NA	NA	\$32.00		Flat	\$0
\$8,314.73	96%	\$350.00	\$8,000.00	Flat + CRA	-\$330
NA	NA	\$32.00		Flat	\$0
\$924.26	65%	\$325.00	\$600.00	Flat + CRA	variable
\$1,123.28	71%	\$325.00	\$800.00	Flat + CRA	-\$237
NA	NA	\$32.00		Flat	\$0
\$4,555.87	87%	\$575.00	\$4,000.00	Flat + CRA	variable
\$504.98	83%	\$86.00			\$0
\$903.01	88%	\$105.00	\$800.00	Flat + CRA	variable
\$903.01	88%	\$105.00	\$800.00	Flat + CRA	variable
\$4,334.42	92%	\$350.00	\$4,000.00	Flat + CRA	variable
\$337.77	11%	\$300.00		Flat	\$236
\$449.62	0%	\$450.00		Flat	\$222
\$99.51	1%	\$99.00		Flat	\$76
\$99.51	1%	\$99.00		Flat	\$76
\$1,781.34	89%	\$190.00	\$1,600.00	Flat + CRA	\$76
\$3,759.81	85%	\$575.00	\$3,200.00	Flat + CRA	\$5
\$1,012.55	78%	\$225.00	\$800.00	Flat + CRA	\$111
\$1,919.34	83%	\$325.00	\$1,600.00	Flat + CRA	-\$245
\$125.30	0%	\$125.00		Flat	-\$3
\$601.07	0%	\$600.00		Flat	\$378
\$188.51	100%		\$180.00	Flat	NA
\$100.01	100%		1st meeting free, \$100 for each additional.		NA
NA	NA		Applicants will pay current rate for filing fees		NA

Fire Department

#	Description	Current Fee/Charge	Unit
1	Multiple False Fire Alarms in a 12 month period (Municipal Code 15.15.140)		
2	False Fire Alarm Activation (4th offense)	150.00	
3	False Fire Alarm Activation (6th offense)	300.00	
4	False Fire Alarm Activation (8th offense)	500.00	
5	Inspection Fees (Municipal Code 15.15.230)		
6	Fireworks stand/booth	47.00	
7	Twice failed annual fire inspection fee	40.00	
8	New Business Fire Inspection	New	
9	New Business Re-Inspection	New	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$250.00	\$100
NA	NA	\$500.00	\$200
NA	NA	\$750.00	\$250
\$78.36	36%	\$50.00	\$3
\$156.71	36%	\$100.00	\$60
\$313.43	68%	\$100.00	NA
\$156.71	36%	\$100.00	NA

Engineering

#	Description	Current Fee/Charge	Unit
1	Final Map Checking Fee	2,000.00	CRA
2	Parcel Map Checking Fee	1,500.00	CRA
3	Lot Line Adjustment Checking Fee	500.00	CRA
4	Lot Merger Checking Fee	500.00	CRA
5	Deed Review/Processing	1,000.00	CRA
6	Building Plan Review	4%	Construction Cost-
7	Civil Field Inspection Deposit - Minor	4%	Construction Cost
8	Civil Field Inspection Deposit - Major	4%	Construction Cost
9	Encroachment Permit	\$78+\$58 per inspection	
10	Civil Plan Review Deposit	4%	Construction Cost

Full Cost	Subsidy %	Suggested Fee	Suggested CRA	Fee Δ
NA	NA		\$2,000.00	\$0
NA	NA		\$1,500.00	\$0
NA	NA		\$500.00	\$0
NA	NA		\$500.00	\$0
NA	NA		\$1,000.00	\$0
NA	NA		4%	\$0
NA	NA		2%	-2%
NA	NA		4%	0%
\$211.33	1%	\$210.00	NA	\$74
NA	NA		4%	\$0

Sewer Connection Fees

#	Description		
A	Residential Premises	\$1,250.0	per dwelling unit
B	Nonresidential Premises	Residential Unit Equivalent	Rate
1	Motel/hotel with restaurant facilities	1 room = 1.00	\$1,250.0
2	Motel/hotel without restaurant facilities	1 room = 0.50	\$625.00
3	Convalescent hospitals	1 bed = 0.50	\$625.00
4	Hospitals	1 bed = 0.50	\$625.00
5	Dormitory or group dwelling with food services or boarding house	3 occ. = 1.00	\$416.00
6	Dormitory without food services; or rooming house	6 occ. = 1.00	\$209.00
7	Schools, including but not limited to elementary, secondary, colleges and universities	9.2 FTE ² = 1.00	\$135.00
8	All Other		\$4,601.00

¹ Number of occupants to be determined by Director of Public Works at time of application.

² FTE equals full time equivalent student.

Section 3 - Definitions

A. Unit - Living quarters.

B. Acreage - Gross acres excluding dedicated public streets.



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LEGAL NOTICES

PUBLIC NOTICE OF PROPOSED REVISIONS TO USER FEES NOTICE OF PUBLIC HEARING CITY OF WILLOWS

NOTICE IS HEREBY GIVEN pursuant to California Government Code Sections 66014 and 6062(a) that the City of Willows will conduct a public hearing on June 25, 2024, on or about 6:30 p.m. in the City Hall Council Chambers at 201 N. Lassen St. Willows, CA 95988, proposing a comprehensive revision to the user fee schedule.

NOTICE IS FURHTER GIVEN that the Willows City Council is scheduled to consider revisions to the user fees, charges, and fines for the period beginning September 2, 2024. The City Council will find whether the proposed user fees conform to the requirements of California Government Code Section 66014 through 66018.5 as being reasonable and justifiable fees necessary to recover the costs incurred by the City for services rendered.

The proposed revisions to the user fee schedule and User Fee Study/Cost of Services Report, prepared by the consulting firm Willdan Financial Services, which contains the complete analysis and the methodology for calculating the fees, is available for review at the City of Willows. You are welcome to attend this meeting to express your views during the Public Hearing for the proposed fees. The City also accepts mailed or emailed comments, which are then distributed to the City Council prior to the Public Hearing.



DISCUSSION & ACTION CALENDAR



Date: June 25, 2024

To: Honorable Mayor and Councilmembers

From: John Wanger, City Engineer
Joe Bettencourt, Community Development & Services Director
Marti Brown, City Manager

Subject: SB 1 Transportation Funds – Project List for FY 2024-25

Recommendation:

Approve the attached resolution and 1.) review the recommended street projects to be funded with SB 1 monies; 2.) receive public comments; 3.) direct staff to make any changes, if necessary; 4.) direct staff to proceed with submitting the FY 24-25 Road Maintenance and Rehabilitation Account (RMRA) project list to the State for approval; and 5.) authorize the necessary changes to the budget reflecting the anticipated revenues from SB-1 as mentioned herein and the expenditures for improvements to the streets included in the 2025 Pavement Rehabilitation Project as mentioned herein.

Rationale for Recommendation:

State regulations require that specific projects funded with SB 1 monies be annually approved by the City Council. Once approved, the City must report the project list, as well as associated project information, to the State for final approval.

Background:

In 2017, Senate Bill 1 (SB 1) was approved by then Governor Jerry Brown. The Bill provides new revenues for road maintenance projects within the city limits. According to State projections, for Fiscal Year 2024-25, the city is anticipated to receive approximately \$165,705 in SB 1 revenues.

Discussion & Analysis:

Based on the City's estimated allocations of SB 1 funds, the City is expected to receive the amount mentioned above from the State in FY 2024-25 for street improvement projects. The City has allocated \$45,000 of Gas Tax Funds and \$139,679 of RSTP funds to supplement available SB 1 monies identified for street improvements in FY 2024-2025. It should be noted that the proposed project will use the FY 2024-25 allocation of \$165,705 of SB 1 monies, as well as \$ 109,616 of rolled over available SB-1 funds from FY 2023-24. As a result, the proposed

Capital Improvement Program (CIP) for the upcoming fiscal year will include a Pavement Rehabilitation Project. Based on information from the 2021 Pavement Management Program, staff is recommending treatment of the following streets:

- Bicycle Lane striping on West Sycamore Street from North Villa to Sout Culver Avenues;
- Pavement Rehabilitation on South Culver Avenue from West Sycamore to West Laurel Streets; and
- Pavement Rehabilitation on the Madrone Manor cul-de-sac.

Specific details on the treatments and cost estimated for these street projects are as follows:

Street Name	Limit	Area (SF)	Pavement Condition Index	Total Estimated Cost	Type of Treatment
West Sycamore Street	North Villa to South Culver Avenues	66,000	70	\$57,000	Bike Lane Striping and Signage
South Culver Avenue	West Sycamore to West Laurel Streets	47,322	32	\$350,000	Type III Microsurface w/ARHM Cape Seal
Madrone Manor	Cul de sac	5,040	20	\$53,000	3" Asphalt Mill/Fill

The list of streets proposed for the FY 2024-2025 Annual Paving Project were determined using data from the City’s Pavement Management Plan (2021), focusing on roadway segments with low Pavement Condition Index (PCI) ratings, areas located near parks and schools, and opportunities to provide increasing access and mobility options for the traveling public that would not have otherwise been possible. The proposed bike lane improvements will provide increased mobility options to the community by expanding existing bicycle infrastructure and strengthening the City’s network of interconnected bikeways.

In recent months, Council expressed desire to rehabilitate pavement surfaces on Oak Street, between South Marshall Avenue and South Lassen Street. Staff performed a detailed cost estimate for Oak Street and due to the deteriorated condition of this section of Oak Street, the road would have to be completely rehabilitated (pavement and base section of the road). Based on the deteriorated conditions, staff determined the cost of improvements would exceed the total funding allocated for the project in FY 2024-2025. For example, a detailed cost estimate was completed, and it was determined that construction costs would be in excess of \$435,000 for this portion of Oak Street.

Unlike other “Gas Tax” funding that cities receive, SB 1 monies must be specifically identified and incorporated into the City’s adopted budget, and these projects must be submitted to the California Transportation Commission on an annual basis.

Upon adoption of the attached resolution, the City Engineer will complete the necessary documentation and submit it to the State.

Fiscal Impact:

There is no fiscal impact by adopting the proposed SB 1 list of proposed street projects for FY 2024-25 and submitting the list to the State. The adopted list is for fulfillment of the State's requirement. As the project moves forward, it is anticipated that agreements for the design and ultimate award of construction will be presented to the Council for discussion and approval.

Attachment:

- Attachment 1: XX-2024 Resolution



**CITY OF WILLOWS
RESOLUTION NO. XX-2024**

**RESOLUTION OF THE CITY COUNCIL OF CITY OF WILLOWS
ADOPTING A LIST OF STREET IMPROVEMENT PROJECTS FOR FISCAL YEAR 2024-25
AND RECOMMENDING THE USE OF SB 1 MONIES (THE ROAD REPAIR AND ACCOUNTABILITY
ACT OF 2017) TO FUND SAID PROJECTS**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Willows are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$165,705 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and it will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into the community's transportation priorities and the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the highest-priority and most cost-effective projects that also meet the community's priorities for transportation investment; and

Whereas, the funding from SB 1 will help the City maintain and rehabilitate two streets and add active transportation infrastructure within the City this year and numerous projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads in an "at risk" condition and this revenue will help us

increase the overall quality of the City’s road system and, over the next decade, will bring streets and roads into at least a “fair condition”; and

WHEREAS, the SB 1 project list and overall investment in the City’s local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits to the citizens of the City and statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Willows, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 from the Road Maintenance and Rehabilitation Account (SB 1) revenues in the 2025 Pavement Rehabilitation Project:

Street Name	Limits		Type of Treatment	Estimated Construction Schedule	Estimated Useful Life
W Sycamore Street	Villa Ave.	Culver Ave.	Bike lane striping and signage	4/25 - 6/25	10 years
S Culver Avenue	Sycamore St.	Laurel St.	Type 3 Microsurfacing and Cape Seal	4/25 - 6/25	15 years
Madrone Manor	Cul-de-sac	End	3" Asphalt mill/fill	4/25 - 6/25	20 years

PASSED AND ADOPTED by the Willows City Council this 25th day of June, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Gary Hansen, Mayor

Amos Hoover, City Clerk



COMMENTS AND REPORTS