

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

WILLDAN FINANCIAL SERVICES

Comprehensive Development Impact Fee Study – RFP No. 2350

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and WILLDAN FINANCIAL SERVICES, a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with the “Comprehensive Development Impact Fee Study – RFP No. 2350” (“Project”), attached hereto and incorporated herein by reference as Exhibit “B.”

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until July 16, 2025, unless otherwise terminated pursuant to the provisions herein. The City and Consultant, upon mutual agreement, shall have the option to extend the term of the Agreement for six (6) additional six (6)-month terms, not to exceed four (4) years.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Ten Thousand Two Hundred Eighty Dollars (\$110,280.00) payable in accordance with the terms set forth in Exhibit “C.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Finance Department
City of Riverside
Attn: Mark Reister
3900 Main Street
Riverside, CA 92522

To Consultant

Willdan Financial Services
Attn: James Edison, JD, MPP, MA
27368 Via Industria, Suite 200
Temecula, CA 92590

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "D" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C,” represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days’ prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit “A” - Scope of Services
- Exhibit “B” - Project
- Exhibit “C” - Compensation
- Exhibit “D” - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

WILLDAN FINANCIAL SERVICES, a California corporation

By: _____
Mike Futrell
City Manager

By: Rebekah Smith
Rebekah Smith (Jul 17, 2024 11:36 PDT)
Print Name: Rebekah Smith
Title: Assistant Secretary

and

Attest: _____
Donesia Gause
City Clerk

By: Robert C. Fisher
Robert C. Fisher (Jul 22, 2024 18:06 PDT)
Print Name: Chris Fisher
Title: Vice President

Certified as to Availability of Funds:

By: 
Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy
Sean B. Murphy
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

The selected Consultant will be expected to conduct Development Impact Fee nexus studies for the City's existing and proposed development impact fees. The studies will determine the City's development impact fees based on proposed facility and infrastructure requirements and support a citywide impact fee program that meets the requirements of the California Mitigation Fee Act and all current legal and regulatory requirements applicable to development impact fees. The Consultant will make recommendations regarding appropriate impact fees based on current and anticipated development within the City and its Sphere of Influence and the facilities required to serve future development.

Specifically, the Consultant will perform the following services for the City:

1. Project plan and timeline.

In collaboration with City staff, prepare a detailed project plan and timeline outlining Consultant and City staff responsibilities, activities, and deliverables. Fee adoption by the City Council shall occur no later than June 2025. Prospective Consultants should be advised that agenda materials for City Council hearings must be complete and ready for publication approximately 6 weeks prior to the hearing date.

2. Review and analyze the City's existing Development Impact Fee program, including its legal and regulatory framework.

The City's existing and proposed development fees are described herein. The following fees may be referenced in the Riverside Municipal Code (RMC), accessible at: https://library.municode.com/ca/riverside/codes/code_of_ordinances

Traffic & Railroad Signal Mitigation Fees – RMC 16.64.030, 16.64.050

A Traffic Signal and Railroad Signal Mitigation Fee is imposed upon application to the City for a building permit for any construction which adds a nonresidential unit, new dwelling unit, or new mobile home space to any parcel of real property. Fees collected are expended solely for the purchase and installation of traffic signals and railroad signals including crossing gates and other protective devices, and all costs associated with railroad crossing protection, including, but not limited to, planking, sidewalks and curbs and gutters. The fee is not assessed on any City, County, State, or federal governmental use.

Transportation Impact Fee – RMC 16.64.040, 16.64.060

A Transportation Impact Fee is imposed upon application to the City for a building permit for any construction which adds a new dwelling unit or new mobile home space to any parcel of real property. Fees collected are expended solely for the construction of improvements on those streets or portions thereof as designated from time to time by the City Council in order to increase or improve the transportation capacity of such streets. The fee is not assessed on any city, county, state or federal governmental use.

Local Park Development Fee – RMC 16.60

A Local Park Development Fee is imposed upon application to the City for a building permit or a mobile home set up permit for any construction or placements which adds a nonresidential unit, new dwelling unit, or new mobile home to any lot or mobile home space. Fees collected are expended solely for the acquisition and/or development and/or improvement of neighborhood or community parks in general conformance with the priorities established by the City of Riverside General Plan. The fee is not assessed on any governmental use by the city, county, state or federal government.

Trails Development Fee – RMC 16.76

A Trails Development Fee is imposed upon application to the City for a building permit or an initial mobile home set up permit. Fees collected are expended solely for the acquisition and development of trails.

Regional Parks and Reserve Parks Development Fee – RMC 16.44

A Regional Parks and Reserve Parks Development Fee is imposed upon application to the City for a building permit or an initial mobile home set up permit. Fees collected are expended solely for the acquisition and development of regional parks and reserve parks, and if necessary, to be utilized for interfund borrowing for local parks.

Overlook Parkway Crossing of the Alessandro Arroyo Development Fee – RMC 16.48

The Overlook Parkway Crossing of the Alessandro Arroyo Development Fee for the construction of a bridge crossing the Alessandro Arroyo at Overlook Parkway is assessed upon application to the City for a building permit against all new development in the Alessandro Heights area.

Threatened and Endangered Species Preservation Development Fees – RMC 16.40

The purpose of the Threatened and Endangered Species Preservation Development Fee is to provide funding for a portion of the cost of preparation and implementation of plans for the preservation of threatened and endangered species, including the preparation of habitat conservation plans and the acquisition of habitat reserve sites. A fee may be established for a single specified species, for multiple specified species or for general use for the protection of any threatened or endangered species. More than one fee may be established. These fees, together with other City resources, fees collected by other jurisdictions, and State and federal contributions together serve to mitigate the impacts of development upon threatened and endangered species and to preserve for future generations species which are at risk of becoming extinct.

Fees collected are expended for the purposes for which the fee has been established including the preparation of habitat conservation plans and the acquisition of habitat reserve sites. The City may enter into agreements with other jurisdictions and may transfer funds to such other jurisdictions to be expended for the purposes for which the fee has been established. Funds collected may be expended on the preservation of threatened or endangered species outside the corporate boundaries of the City of Riverside when doing so will provide a general benefit to the citizens of the City of Riverside or will allow the development of property within the City boundaries which might otherwise not be permitted to develop.

The Threatened and Endangered Species Preservation Development Fee is imposed upon application to the City for a grading permit, a building permit for new development or an initial mobile home setup permit, whichever occurs first after the establishment of the fee requirement.

The City currently imposes one fee under this designation, the Stephens Kangaroo Rat Preservation Fee.

Development Fees for Fire Stations – RMC 16.52

A fire station development fee is imposed upon application to the City for a building permit for any construction which adds a nonresidential unit, new dwelling unit, or new mobile home space to any parcel of real property. Fees collected are expended solely for the purchase of land for and the construction of fire stations, the improvement of existing fire stations, and the acquisition of new vehicles and specialized equipment, and furnishings to equip fire stations. Each fire station development fee shall be assigned to one of the two fire station development fee service areas.

Storm Drain Fee – RMC 16.04.372 / Res. No. 20735

A Storm Drain Fee is imposed when a building permit or any other permit is for the development of a space to park and use a mobile home or trailer or is for the construction of a new building or is for the installation, alteration or repair of any moved building or is for the enlargement of any building resulting in additional roof area and will be used for the purpose of constructing and improving storm water drains.

Sewer Fee – RMC 14.08.100 / Res. No. 21713

The Sewer Fee is a connection unit of benefit fee to reimburse the cost of installing sewer extensions.

Sewer Capacity Fee – RMC 14.08.120 / Res. No. 21713

A Sewer Capacity Fee is imposed on any person desiring a permit to connect property with a City sewer. The purpose of this fee is to defray the cost for off-site trunk lines and general plant facilities required for the collection and treatment of sewage. This fee also applies pro rata to any alteration or addition resulting in an additional dwelling unit in a hotel or motel development or any alteration or addition to any commercial, institutional, or industrial development requiring a new building permit whether or not there are sewer facilities in the addition or enlargement.

Backup Facility Capacity Charge – Res. No. 17834 / Res. No. 91-1

A Backup Facility Capacity Charge is imposed to defray the cost for construction of new and expanded water supply facilities to meet anticipated demand by new developments. Water supply facilities include but are not limited to production, transmission, and storage facilities necessitated by new development within the service area of the Water Utility and collected on new meter installations and meter upgrades based on meter size.

Elevation Fee – Ord. No 6224 / Res. No. 94-2

An Elevation Fee is imposed for the construction of water facilities, including but not limited to, the necessary booster pumping plants, and other necessary works to provide water service for properties above the Gravity Zone (area that is served by reservoirs with a high water line of 997 feet) which have been or will be installed by or for the Water Utility.

Distribution System Fee – Ord. No 6224 / Res. No. 94-2

A Distribution System Fee is imposed for the facilities which comprise the distribution grid system including water mains, valves, fire hydrants and appurtenances which have been, or will be installed by or for the Water Utility.

Aquatic Facility RMC 16.76 / Res. No. 21307

An Aquatic Facility Fee is imposed upon application to the City for a building permit or an initial mobile home set up permit. Fees collected are spent solely for the construction and improvement of aquatic facilities. The Aquatic Facility Fee was adopted by the City Council as a supplemental fee under the local park fee structure, where this portion of the Local Park Fee revenue stream would be set aside as seed monies for an aquatic complex that clusters future pools, rather than scattered throughout the park system. Performance of a nexus study to justify the establishment of a development impact fee for an aquatic center.

Proposed Fees Requiring Performance of a Nexus Study

The following development impact fees are being considered by the City and will require performance of a nexus study:

- Public Art Fee – Consider a Public Arts Fee to be imposed on the owner of a development project for a commercial or industrial building to be used only for the purpose of providing cultural and artistic facilities, services, and community amenities which will be available to the development project and its future users, residents, and employees. Any cultural and artistic facilities, services and community amenities provided shall comply with the principles and standards set forth in the 2025 General Plan – Arts and Culture Element.
- Public Safety Facilities Fee – Consider a Public Safety Facilities Fee to be imposed on new development, meaning new building construction, conversion to a use that intensifies existing public safety demands, and any other new construction that creates additional public safety impacts. This fee will mitigate the impact of new development by providing funding for the expansion or construction of police and fire facilities, the improvement of existing buildings, and the acquisition of new vehicles and specialized equipment, to promote, and protect the public health, safety, and welfare.
- Water Connection Fee – Consider a Water Supply Connection Fee to be imposed to defray the cost for construction of new and expanded water supply facilities to meet anticipated demand by new developments. Water supply facilities include but are not

limited to production, transmission, and storage facilities necessitated by new development within the service area of the Water Utility and collected on new installations of un-metered fire service connections.

- Airport Improvement Fee – Consider an Airport Improvement Fee to be imposed to defray the cost for the improvement of the municipal airport facilities, including required acquisition of land to meet increased demand from new development.
- Library Improvement Impact Fee – Consider a Library Improvement Fee to be imposed to defray the cost for the improvement or expansion of municipal library facilities and equipment to mitigate the impact from increased demand from new residential development.
- Drainage Improvement Fee – Consider a Drainage Improvement Fee to help fund the construction or enhancement of drainage systems and infrastructure to mitigate the impact from increased demand resulting from new development on the local drainage system and to prevent or reduce flooding and water-related issues.
- Warehouse and Logistics Impact Fee – Consider a Warehouse and Logistics Impact Fee to provide funding to mitigate impacts from heavy-duty trucks resulting from new warehouse development on roads, air quality, traffic, and the overall environment.
- Accessory Dwelling Unit Fee – In line with legislation, including SB 9 and SB 13, consider an Accessory Dwelling Unit Fee to mitigate the impact of new accessory dwelling unit development on municipal services, infrastructure, and resources.

3. Review applicable City documents, including but not limited to:

- a. Riverside Municipal Code and various implementing resolutions of the Riverside City Council for each existing fee
https://library.municode.com/ca/riverside/codes/code_of_ordinances
- b. 2025 General Plan, Specific Plans, and Other Plans available online at:
<https://riversideca.gov/cedd/planning/city-plans/about>
- c. FY 2022-2027 Capital Improvement Plan available online at:
<https://riversideca.gov/finance/2023%20CIP.pdf>
- d. Other City Plans
<https://www.riversideca.gov/cedd/planning/city-plans/other-city-plans>
- e. Parks Master Plan Vision 2030
https://www.riversideca.gov/park_rec/planning-projects/parks-master-plan-vision-2030
- f. Trails Master Plan 2030

https://www.riversideca.gov/park_rec/planning-projects/trails-master-plan-2030

- g. Public Works Development Fees
<https://www.riversideca.gov/publicworks/sites/riversideca.gov/publicworks/files/pdf/updated/Development%20Fees%202023.pdf>
- h. Water System and Fee Requirements
<https://riversideca.gov/utilities/sites/riversideca.gov/utilities/files/pdf/rates-water/Water%20Rule%2010.pdf>

4. Conduct a comprehensive development impact fee study.

Prepare a comprehensive Development Impact Fee study for the City, which may include the following elements. If the consultant recommends additional tasks, they must be clearly identified in the consultant's proposal.

- a. Conduct a thorough analysis of the projected impacts of new development on public facilities and services in the City, including transportation, water, sewer, parks, public safety, and other relevant services.
- b. Conduct a nexus study for each current and proposed fees listed above that establishes the relationship between new development and the demand for public facilities and services, and the resulting need for development impact fees to fund the necessary infrastructure improvements. Additionally, for existing fees, study should determine if fee is still warranted.
- c. Work closely with City staff and stakeholders to update or develop fee calculation methodologies in compliance with applicable legal and regularity frameworks for calculating development impact fees.
- d. Describe assumptions, and bases for assumptions, regarding the existing level of service in the City (compared to existing standards), including a description of existing facilities and the existing number of equivalent development units (EDU) or residents served.
- e. For purposes of determining projected level of service, the consultant should identify assumptions and bases for assumptions, regarding specific facilities to be constructed and the number of EDUs to be served.
- f. Describe assumptions, and bases for assumptions, regarding the type of development projects planned for the City, and the impact the new developments would have upon the level of service for existing facilities. This description would include a description of any varying impacts caused by residential development versus commercial and industrial development.
- g. Describe whether new development will require additional facilities, and if so, include a description of the standards by which it was determined that additional infrastructure would be required, and a description of the additional infrastructure required.
- h. Describe the impact upon level of service for the new development after the

additional facilities are constructed. Describe how the new development would benefit from the additional facilities.

- i. Prepare an estimated cost of providing additional facilities pursuant to Government Code Section 66005(a). Describe the basis upon which the total estimated cost of providing additional facilities would be allocated to each EDU in the City.
 - j. Prepare a listing of projects eligible for impact fee funding.
 - k. Report on other matters that come to Consultant's attention in the course of Consultant's evaluation that in its professional opinion the City should consider.
- 5. Report Deliverables:** Prepare a comprehensive executive report that includes the findings of all nexus studies performed and provides recommendations for updates to the City's development impact fee program. The report will provide sufficient information and the necessary findings to help the City determine the appropriate fee amount for existing development impact fees and any additional new development impact fees that the City should consider implementing based on the proposed infrastructure requirements to support the City's 2025 General Plan growth projections and the City's Five-Year Capital Improvement Plan. The report should include, but not be limited to, the following:
- a. Individual nexus study for each fee that includes background information, description, and purpose of the development impact fee, and how the fee would be used, including the following:
 - i. Description of the recommended methodology for each fee and the relationship between the commercial, industrial, and residential fees to be collected.
 - ii. Supporting justifications.
 - iii. A comparative study of fee amounts and methodologies used by at least ten other comparable cities in Southern California. The list of ten cities is to be mutually agreed upon by the City and Consultant.
 - iv. A market feasibility analysis to understand what the market can support without negatively impacting development.
 - v. Calculations using recommended methodology demonstrating the legal nexus between each existing and proposed fee and the impact created by new development.
 - vi. For existing fees, a comparison of proposed and current fees. If a proposed fee is a significant increase over a current fee, include a review of assumptions supporting original fee and an evaluation of amounts already collected. In addition, provide a plan for an incremental fee implementation.
 - vii. Relationship between the use of the development impact fee and the type of project(s) on which it would be imposed.
 - viii. Description of the relationship between the need for any additional facilities

and the type of development project(s) upon which the fee would be imposed.

- ix. Any additional matters that City staff should be informed about, findings, and recommendations for fee adoption and updating the City of Riverside municipal code for existing fees language or to include new fees.

- b. Summary of recommendations for fee adoption.

- c. An executive summary that summarizes all nexus studies performed, results, fee adoption recommendations, and all other relevant information suitable for an agenda staff report, as well as a presentation, for the purpose of internal review, public engagement, and public meetings, including a City Council meeting.

6. Meetings: The consultant shall include attendance at the following meetings, at a minimum, in their proposal, which could be scheduled as in-person or virtual on MS Teams. Should the consultant identify a meeting that they feel is necessary to achieve the results and is beyond the meetings described below, they shall describe them in their proposal.

- a. Kick Off Meeting between consultant and City staff to review objectives of study, agree to methodology, exchange information, timing, and schedule for all tasks, and to determine information to be provided by City staff.

- b. Meetings with respective City departments throughout the course of the project to gather relevant information related to existing and proposed fees. The Consultant is expected to include an adequate amount of time within its scope of work to confer with the responsible Department Director and/or responsible staff to obtain the information needed to update each of the individual Development Impact Fees discussed in Section 1.

- c. Review findings with City staff. Consultant will provide information supporting findings to date and proposed fees, including a description of assumptions, and bases for assumptions.

- d. Consultant will attend at least seven (7) public engagement meetings to present the draft study report and share findings with stakeholders, including the Greater Riverside Chambers of Commerce, developers, and engineers. The consultant will facilitate the meeting, providing exhibits and formal presentations, collecting input, and preparing meeting minutes capturing public comments.

- e. Consultant will attend at least four (4) commission, committee, and/or City Council meetings as determined by City staff to present the draft study report, discussing methodology and findings, providing a formal presentation, answering questions about findings, and collecting input for preparation of final report.

EXHIBIT “B”

PROJECT

City of Riverside, CA

Comprehensive Development Impact Fee Study





a. Cover Letter

February 28, 2024

Ms. Kristan Nordmeyer, CPPB
Senior Procurement and Contracts Specialist
City of Riverside
3900 Main Street
Riverside, CA 92313

Re: Proposal to Conduct a Comprehensive Development Impact Fee Study for the City of Riverside

Dear Ms. Nordmeyer:

Willdan Financial Services Willdan is pleased to present this proposal to the City of Riverside City to conduct a comprehensive development impact fee study. Willdan's project approach helps to ensure the preparation of an impact fee study that will withstand technical challenges and public scrutiny. Given Willdan's unmatched impact fee experience, we are particularly well positioned to serve the City and help achieve established long-term goals. Outlined below are the advantages and benefits that Willdan will provide for the City.

Unmatched experience implementing and defending fee programs. Willdan's impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the City. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities. Impact fees also need to be developed in compliance with the *Mitigation Fee Act* (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) so that they are defensible and transparent. We are also current on the changes to fee programs and the adoption of nexus studies resulting from AB 602, which took effect in 2022.

Innovative Methodologies. As Willdan operates nationally, we possess unique experiences in numerous jurisdictions dealing with multiple challenges. Our ability to produce studies that accommodate various options and viewpoints ensures fair-minded and sensible projects. Our methodology and approach to impact fees has proven to be effective for Cities and Counties, the development community, and the public. Utilizing focus groups, with established guidelines, during the study, fully informs the development community and the public of the justification of the impact fees, and their positive effect on community growth.

Best-in-class impact fee team that can work immediately to prepare an impact fee program. The Willdan team begins a project by evaluating the agency's existing fee program, if available, and current capital planning policies and funding programs. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team's Principal-in-Charge James Edison and Project Manager Carlos Villarreal are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Successful project completion. Willdan has successfully completed many development impact fee studies, including most recently in the **Cities of Murrieta, Moreno Valley, Indian Wells, Bell Gardens, Pomona, Fountain Valley, McFarland, Riverbank, Santa Paula, Morgan Hill, Hollister, Pismo Beach, Santa Clara** and the **County of Riverside**. These fee programs were approved by their respective Councils and Boards.

We are excited about this opportunity to use our skills and expertise to serve the City of Riverside. To discuss any aspect of this submittal, please contact Managing Principal James Edison, who will serve as the primary contact for this proposal, his contact information is as follows: Tel#: (800) 755-6864 | Email: JEdison@Willdan.com.

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in blue ink, appearing to read 'Chris Fisher', written over a light blue background.

Chris Fisher
Vice President / Director

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b. Statement of Understanding and Approach

This section outlines Willdan Financial Services' Willdan understanding of the situation surrounding the City of Riverside's City desire to conduct a development impact fee study, as well as identify the project objectives and discusses the background regarding public facilities financing in California. Also outlined is an overview of our impact fee project approach.

Project Understanding

As part of the larger financial planning effort for Riverside General Plan, the City seeks to understand what the financial impacts of foreseeable future development will have on the City's public services and infrastructure, and to identify potential gaps in funding for those necessary improvements. The City desires to update impact fees to ensure a fair and reasonable fee structure, while meeting the requirements of the California *Mitigation Fee Act (California Government Code 66000 et seq)*. The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

Listed below are the development impact fees that will be included in this study:

- Traffic & Railroad Signal Mitigation Fees
- Fire Station Fee
- Local Park Development Fee
- Transportation Impact Fee
- Storm Drain Fee
- Trails Development Fee
- Overlook Parkway Crossing of the Alessandro Arroyo Fee
- Backup Facility Capacity Charge
- Regional Parks and Reserve Fee
- Aquatic Facility RMC Fee
- Sewer Fee
- Elevation Fee
- Sewer Capacity Fee
- Distribution System Fee

Listed below are development impact fees that are being considered by the City and will require a Nexus Study:

- Public Art Fee
- Library Improvement Fee
- Warehouse and Logistics Fee
- Public Safety Facilities Fee
- Drainage Improvement Fee
- Accessory Dwelling Fee
- Water Connection Fee
- Airport Improvement Fee

Willdan has excluded the Threatened and Endangered Special Preservation Fee, as this fee is administered by a separate agency.

Project Objectives

The objective of this project is to update development impact fees pursuant to State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act*.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. My long-range we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development’s fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project.

The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study. Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a wish list of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency's existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community is often concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Work Plan

Willdan will work with the City to update its impact fees consistent with the Mitigation Fee Act and other relevant laws. We want to ensure that our scope of services is responsive to the City’s needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Task 1:	Identify Policy Issues
Objective:	Identify and discuss potential policy issues raised by the study. Kick-off meeting with staff to review data needs, policy issues, and schedule.
Description:	<p>Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff’s attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:</p> <ul style="list-style-type: none"> ▪ Changes in implementation resulting from AB 602; ▪ Changes in approach and nexus findings necessary to comply with AB 602; ▪ Potential new impact fees for consideration ▪ Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies; ▪ Availability of existing public facility master plans and CIPs to identify needed facilities; ▪ Types of facilities to be funded by each fee; ▪ Land use categories for imposition of fees; ▪ Nexus approach to determining facility standards; ▪ Nexus approach to allocating cost burden among land uses, including need for separate fee zones; ▪ Potential alternative funding sources, if needed; ▪ Funding existing deficiencies, if identified; and ▪ Implementation concerns and strategies. <p>Deliverables: (1) Information requests; and (2) revised project scope and schedule (if needed).</p>

Task 2:	Identify Existing Development and Future Growth
Objective:	(1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.
Description:	<p>Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.</p> <p>Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed.</p> <p>Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage.</p> <p>Select appropriate approach for each impact fee based on:</p> <ul style="list-style-type: none"> ▪ Available local data on facility demand by land use category; ▪ Approaches used by other agencies; and ▪ Support for other agency policy objectives. <p>Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.</p>

Task 3: Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g., General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists. Willdan will work with the City to identify additional costs that might be eligible for funding by the DIF.

Task 4: Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan.

Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years).

Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

The revised facility costs will form the basis of the capital improvement program needed for compliance with AB 602.

This scope of work does not include additional engineering analysis, including traffic engineering, to identify total facility needs, existing deficiencies, or cost estimates. Any such engineering/design work can be provided under a separate contract with Willdan Engineering or a third party. However, Willdan can use rough descriptions and comparables to calculate a reasonable cost estimate sufficient for use in the DIF study.

Task 5: Identify Funding and Financing Alternatives

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Identify anticipated alternative funding based on information from City staff or note that funds are still to be identified based on a list of probable funding alternatives.

If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6: Comparison and Feasibility Analysis

Objective: Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions in Southern California and an assessment of the effect of fees on development feasibility.

Description: Willdan will compare a total of ten Southern California jurisdictions to be selected by the City. Willdan will also provide an assessment of the effect of the fees on project feasibility, typically using a ratio calculation to development value compared to industry benchmarks.

Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) to provide an “apples to apples” comparison, but the exact methodology will be determined in consultation with the City. This comparison will be limited to ten other jurisdictions.

Task 7: Calculate Fees and Prepare Report

Objective: Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

Description: Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.

Prepare draft report tables for City staff to review, that document each step of the analysis, including schedule of maximum justified fees by facility type land use category and all other requirements of the Mitigation Fee Act.

Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. This public review draft will be presented and public stakeholder meetings and at a Council informational session. Prepare final report, if necessary, based on comments received on the public draft report. If requested, post the report on our website for public access. Note that as of January 2022, the Nexus study is adopted separately from the fees, and with a 30-day notice.

Fees will be calculating residential land uses in compliance with AB 602.

Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.

Deliverables: If necessary, we will provide up to two (2) bound copies of the draft report, one (1) unbound copy, one (1) Microsoft Word copy; and up to two (2) bound copies of the final report.

Task 8: Prepare Impact Fee Schedule Calculation Tool

Objective: Provide interactive tool that will ensure predictable and intuitive fees that are easily accessible and understandable to customers interested in calculating fees on their own for a particular type of project.

Description: Create impact fee calculator in Microsoft Excel that can be used by City staff and developers to calculate impact fees associated with a development project. The tool will have an input page that allows a user to identify project characteristics that drive the fee calculation. Results will be displayed by impact fee category and will be summarized in terms of the total amount due.

Deliverables: Microsoft Excel impact fee calculator model.

Task 9: Meetings

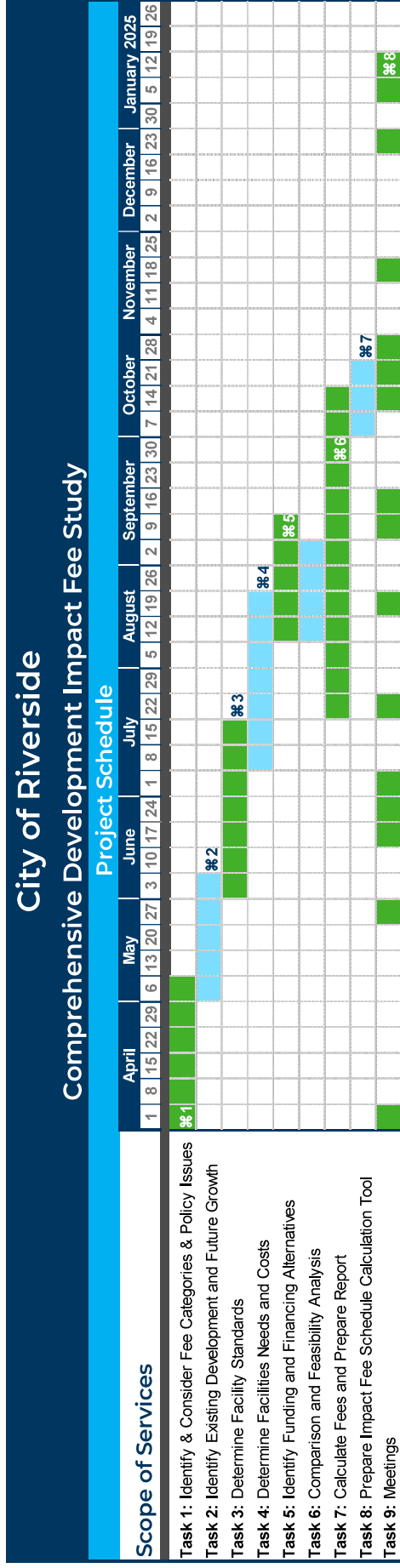
Objective: The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact Fee project team will attend up to sixteen (16) in-person meetings and presentations throughout the City’s engagement, including:

- One (1) kick-off meeting
- Two meetings (2) with City Departments
- Two (2) Staff meetings
- Seven (7) public engagement meetings
- Four (4) Council meetings
- Phone conferences are not considered in-person meetings

Optional: Optional stakeholder and Council meetings may be requested by the City.

Project Schedule

Willdan anticipates time is of the essence for the City to begin this engagement. Typically, an impact fee study requires approximately seven to ten months from notice to proceed to adoption. The proposed schedule can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.



Deliverables:

- ##1: Information Request, Meeting Agenda, Revised Schedule, Summary of Policy Decisions
- ##2: Development Growth Projections (table format)
- ##3: Project List
- ##4: Cost Estimates for Identified Facilities
- ##5: Fee Comparison
- ##6: Draft Fee Tables & Text
- ##7: Impact Fee Schedule Calculation Tool
- ##8: Administrative/Public Draft Report(s), Final Nexus Report, Slide Presentation

Staff Support

To complete our tasks, we will need the cooperation of City of Riverside staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Project Disclaimer

The City of Riverside further represents, acknowledges, and agrees that:




- (i) The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission (SEC) to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1933, as amended the Exchange Act, and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Quality Control Procedures

Project Management Approach

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with City staff, to meet the needs of the City of Riverside. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
 Define the Project	 Plan the Project	 Manage the Project	 Review the Project	 Communicate the Project
<ul style="list-style-type: none"> Identify the project scope, set objectives, list potential constraints, document assumptions. Define a course of action and develop an effective communication plan. Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects. 	<ul style="list-style-type: none"> Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. Pre-schedule quality control meetings with project team to maintain the progressive motion of the project. 	<ul style="list-style-type: none"> Manage the execution of the project. Direct existing and upcoming project tasks. Control and monitor work in progress. Provide feedback to client and project team. Identify and resolve deviances from project timeline. 	<ul style="list-style-type: none"> Review all work product and deliverables. Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. Procure executive officer level review. 	<ul style="list-style-type: none"> Communicate with the client regarding work status and progress. Ensure client is in receipt of regular status updates. Schedule regular conference calls to touch base. Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	James Edison	<ul style="list-style-type: none"> ▪ Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; ▪ Emphasize quality in every phase of work; ▪ Ensure efficient use of resources; ▪ Establish a consistent and uniform approach to the services performed; and ▪ Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	James Edison; Carlos Villarreal	<ul style="list-style-type: none"> ▪ Contract deliverables; ▪ Specific quality control procedures; ▪ Special quality control emphasis; ▪ Budget and manpower requirements; ▪ Overall project schedule and budget; and ▪ Project documentation requirements.

c. Consultant Information

Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,500 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities *including a team who will be committed to contribute their expertise throughout the duration of the City of Riverside’s Comprehensive Development Impact Fee Study engagement.*



Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by a change in resources, infrastructure, technology, regulations, and industry trends.

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services is a California Corporation and a national firm. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our staff of over 80 professionals support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
<ul style="list-style-type: none"> ▪ Development impact fee establishment and analysis; ▪ Cost allocation studies; ▪ Utility rate and cost of service studies; ▪ Real estate economic analysis; ▪ Feasibility studies; ▪ Municipal Advisory; ▪ Arbitrage and Continuing Disclosure Services; ▪ Economic development strategic plans; 	<ul style="list-style-type: none"> ▪ User fee studies; ▪ District Administration Services; ▪ Property tax audits; ▪ Tax increment finance district formation and amendment; ▪ Housing development and implementation strategies; ▪ Debt issuance support; and ▪ Long-term financial plans and cash flow modeling.

WFS Office Locations

The following table provides the location of our Division Headquarters, as well as our satellite offices.

Willdan Financial Services		
Office Locations		
Division Headquarters		
27368 Via Industria, Suite 200, Temecula, California 92590 Tel: (800) 755-6864 Fax: (888) 326-6864		
<p>Aurora, CO 3190 S. Vaughn Way Suite 550, Office 523 Aurora, Colorado 80014 (303) 990-4616</p>	<p>Orlando, FL 200 South Orange Avenue Suite 1550 Orlando, Florida 32801 (407) 872-2467</p>	<p>Plano, TX 5500 Democracy Lane Suite 130 Plano, Texas 75024 (972) 378-6588</p>
<p>Oakland, CA 66 Franklin Street Suite 300 Oakland, California 94607 (510) 832-0899</p>	<p>Phoenix, AZ 1440 E. Missouri Ave Suite C-170 Phoenix, Arizona 85014 (602) 870-7600</p>	<p>Washington, DC 1025 Connecticut Ave. NW Suite 1000 Washington, DC 20036 (202) 510-0511</p>

Litigation

Willdan Financial Services is not currently, nor in the previous five years, involved in any condition, e.g., bankruptcy, pending litigation, planned office closures, impending merger, disciplinary actions, in the performance of the requested services that may impede our ability to complete this engagement.

Furthermore, Willdan Group, Inc. (WGI) has sustained a healthy financial performance record due to the outstanding performance of our operating divisions and a strong, dependable reputation in municipal consulting. Detailed financial statements and annual reports are included on our webpage (<http://ir.willdangroup.com/>). As a publicly traded company (WLDN), Willdan must provide public financial information as required by the SEC.

Financial Stability

- In business for 60 years
- Over 1,500 employees
- Fiscal Year 2023 Consolidated Contract Revenue of \$354M
- Market capitalization of \$231M (January 2024)
- \$50 million Line of Credit with the ability to increase up to \$60 million

d. Consultant Personnel

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget.

With that philosophy in mind, we have selected experienced professionals for the City’s engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

City of Riverside Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
<p>James Edison, JD, MPP Managing Principal JEdison@Willdan.com (510) 853-2612</p>	Principal-in-Charge	<ul style="list-style-type: none"> ▪ Ensure client satisfaction, flow of communication, and management of the project ▪ Technical guidance ▪ Project oversight ▪ Quality assurance & control, and ▪ Meeting and presentation attendance
<p>Carlos Villarreal, MPP Principal Consultant CVillarreal@Willdan.com (415) 786-0295</p>	Project Manager	<ul style="list-style-type: none"> ▪ Collect, interpret, and disseminate key data ▪ Day to day contact ▪ Production of key elements of the analyses ▪ Model development ▪ Report preparation, and ▪ Meeting and presentation attendance

Sub-Consultants

Willdan will not require the assistance of sub-consultants to conduct the scope of services noted within our proposal.

Resumes

Resumes for Willdan’s project team are presented on the following pages.



James Edison, JD, MPP, MA

Principal-in-Charge

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Indian Wells, CA – Development Impact Fee Study: Mr. Edison served as the principal-in-charge for the City Indian Wells' update to their development impact fees. The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park, and storm drain.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. ***Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.***

City of Fountain Valley, CA – Development Impact Fee Update Study: Mr. Edison served as the project manager for the City of Fountain Valley's update to their development impact fees. Fees included the park impact fee, traffic improvement fee, transportation impact fee, utility infrastructure impact fee and general plan surcharge fee.

City of Fillmore, CA – North Fillmore Specific Plan Nexus Study: Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Fillmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

Education

*Juris Doctorate,
University of
California, Berkeley,
School of Law*

*Master of Public
Policy, Goldman
School of Public
Policy, University of
California, Berkeley*

*Bachelor of Arts,
magna cum laude,
Harvard University*

Professional Registrations

*Member of State Bar,
California*

Affiliations

*Council of
Development Finance
Agencies*

*CFA Society of
San Francisco*

*Congress for the
New Urbanism*

Urban Land Institute

Seaside Institute

*International Economic
Development Council*

26 Years' Experience

J. Edison
Resume Continued

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison served as principal-in-charge of an update to the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team that updated the City of Alameda's impact fee programs, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Edison was the project manager for the City of Carpinteria's Development Impact Fee update study engagement. The study included updates to the following fees: highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. The City has engaged Willdan again to update their impact fees.

City of McFarland, CA – Impact Fee Study Update: Mr. Edison was the principal-in-charge and technical advisor on the update to the City's development impact fee program. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic.

County of San Benito, CA – Comprehensive Impact Fee Study: Mr. Edison served as technical advisor to the County's Impact Fee Study. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study included a range of facilities such as public protection, library, and parks, as well as a transportation facilities impact fee with different fees calculated for two zones in the County.



Carlos Villarreal, MPP

Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Related Experience

Education

Master of Public Policy,
Goldman School of
Public Policy,
University of California,
Berkeley

Bachelor of Arts,
Geography, University
of California, Los
Angeles; Minor in Public
Policy and Urban
Planning

Areas of Expertise

Fiscal Impact Analyses
Development Impact
Fees
Public Facilities
Financing Plans
GIS Analysis

18 Years' Experience

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Villarreal served as the project manager for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. In 2022 the City added a public arts fee and workforce development facility fee.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Villarreal served as the project manager of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal was the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fees and establish the necessary nexus. ***Mr. Villarreal is once again serving on the project team to update the County's impact fees through 2030.***

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Villarreal served in the role of project manager for the City's impact fee project. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Villarreal was the lead analyst to update the City of Carpinteria's impact fees, which included highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. ***The City has engaged Willdan again to update their impact fees and Mr. Villarreal is serving in the role of project manager.***

County of San Benito, CA – Comprehensive Impact Fee Study: As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

C. Villarreal
Resume Continued

City of McFarland, CA – Development Impact Fee Study Update: Mr. Villarreal served as project manager updating the City’s development impact fee program. The study comprehensively updated the City’s fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic. The fees were adopted by the City Council in 2020.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City’s impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development’s share of planned facilities, while not overburdening development with unnecessary costs.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as lead analyst assisting with an update to the City’s existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

City of Oroville, CA – Impact Fee Study Update: Mr. Villarreal served as project manager for a study updating the City’s development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County’s existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

e. Experience and References

Experience and Expertise

Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act*. Our commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the City’s Development Impact Fee Study. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal James A. Edison and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees.

In the past five years Willdan has conducted over 125 Impact Fee Studies



Unique Qualifications

Willdan is uniquely qualified to assist the City of Riverside with the proposed Development Impact Fee Study. The following are specific advantages that we will provide for the proposed engagement.

Project Dedication

Willdan has assembled a project team of subject matter experts within the Financial Consulting Services group, to conduct the City of Riverside Development Impact Fee Study engagement. This team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to **include and inform the Community**.

Proven Professionals

The Team’s quality is often as important as the consulting firm’s reputation. Willdan is known for its personal, customized service. Our team will work with the City’s professional staff to provide the long-term service, that is our prime goal.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of Riverside; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Recent Studies

The following table lists Willdan's development impact fee clientele that have utilized our services in the past ten years.

Willdan Financial Services Development Impact Fee Experience	
Partial Client List	
City of Alameda, CA	City of Parkland, FL
City of Antioch, CA	City of Petaluma, CA
City of Arcadia, CA	City of Pismo Beach, CA
City of Artesia, CA	City of Pittsburg, CA
City of Bakersfield, CA	City of Pleasant Hill, CA
City of Banning, CA	City of Pomona, CA
City of Bell Gardens, CA	City of Rancho Mirage, CA
City of Bellflower, CA	City of Redwood City, CA
City of Brea, CA	City of Rialto, CA
City of Calexico, CA	City of Richmond, CA
City of Calimesa, CA	City of Rio Rancho, NM
City of Carpinteria, CA	City of Riverbank, CA
City of Chino Hills, CA	City of Rolling Hills Estates, CA
City of Clovis, CA	City of Rosemead, CA
City of Coachella, CA	City of San Carlos, CA
City of Commerce, CA	City of San Fernando, CA
City of Compton, CA	City of San Jacinto, CA
City of Corona, CA	City of San Marcos, CA
City of Covina, CA	City of San Ramon, CA
City of Cudahy, CA	City of Santa Clara, CA
City of Dixon, CA	City of Sebastopol, CA
City of Dublin, CA	City of Selma, CA
City of El Monte, CA	City of Sierra Madre, CA
City of El Segundo, CA	City of Soledad, CA
City of Emeryville, CA	City of South Gate, CA
City of Fillmore, CA	City of South San Francisco, CA
City of Fountain Valley, CA	City of St. Helena, CA
City of Fremont, CA	City of Tehachapi, CA
City of Garden Grove, CA	City of Thousand Oaks, CA
City of Gilroy, CA	City of Tracy, CA
City of Gonzales, CA	City of Upland, CA
City of Goose Creek, SC	City of Visalia, CA
City of Guadalupe, CA	City of Wasco, CA
City of Greenfield, CA	Coachella Valley Association of Governments, CA
City of Grover Beach, CA	Contra Costa Fire Protection District, CA
City of Hawthorne, CA	County of Clay, FL
City of Healdsburg, CA	County of Kern, CA
City of Hercules, CA	County of Kings, CA
City of Hollister, CA	County of Los Angeles, CA
City of Huntington Beach, CA	County of Madera, CA
City of Huntington Park, CA	County of Merced, CA
City of Indian Wells, CA	County of Placer, CA
City of Irwindale, CA	County of Riverside, CA
City of Kingsburg, CA	County of Sacramento, CA

**Willdan Financial Services
Development Impact Fee Experience**

Partial Client List

City of La Mesa, CA	County of San Benito, CA
City of La Verne, CA	County of San Diego, CA
City of Las Cruces, NM	County of San Joaquin, CA
City of Lake Elsinore, CA	County of San Luis Obispo, CA
City of Lake Forest, CA	County of Santa Barbara, CA
City of Lancaster, CA	County of Solano, CA
City of Lawndale, CA	County of Sonoma, CA
City of Livermore, CA	County of Stanislaus, CA
City of Long Beach, CA	County of Tulare, CA
City of McFarland, CA	County of Yolo, CA
City of Madera, CA	East Contra Costa Fire Protection District, CA
City of Manteca, CA	Kern Council of Governments, CA
City of Menifee, CA	Nevada County Consolidated Fire District, CA
City of Moreno Valley, CA	Rodeo-Hercules Fire Protection District, CA
City of Morgan Hill, CA	San Geronio Memorial Healthcare District, CA
City of Mountain View, CA	Stanislaus Council of Governments, CA
City of Murrieta, CA	Tehachapi Valley Rec. & Park District, CA
City of Newport Beach, CA	Town of Mead, CO
City of Oroville, CA	Town of Windsor, CA
City of Pacifica, CA	Tulare County Association of Governments, CA
City of Patterson, CA	Village of Taos Ski Valley, NM

References

Provided below are client references for projects completed by Willdan and the project team members proposed herein, which demonstrates our ability to provide the requested services. We are proud of our reputation for customer service and encourage you to contact our past clients regarding our commitment to excellence.

Client	Project	Client Contact Information
City of Indian Wells, CA	Development Impact Fee Nexus Study	Kevin McCarthy, Finance Director 44950 Eldorado Drive Indian Wells, CA 92210 Tel #: (760) 346-2489 Email: kmccarthy@indianwells.com
City of Moreno Valley, CA	Development Impact Fee Nexus Study	Michael Lloyd, PE, Public Works Director 14177 Frederick Street Moreno Valley, CA 92553 Tel #: (951) 413-3100 Email: michaell@moval.org
County of Riverside, CA	Development Impact Fee Study	Serena Chow, Administrative Services Manager II Riverside County Economic Development Agency 4080 Lemon Street Riverside, CA 92501 Tel #: (951) 955-6619 Email: schow@rivcoeda.org

Required Form

RFP No. 2350

EXHIBIT B CONSULTANT QUESTIONNAIRE

CONSULTANT'S NAME: Willdan Financial Services

1. ORGANIZATION

1.1 How many years has your organization been in business as a Consultant? 35

1.2 How many years has your organization been in business under its present name? 16

1.2.1 Under what other names has your organization operated? Muni Financial System, Inc.; Muni Financial Services, Inc.; MBIA Financial; and MuniFinancial

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: June 24, 1988

1.3.2 State of incorporation: California

1.3.3 Corporate ID number: 1439686

1.3.4 President's name: Mark J. Risco

1.3.5 Agent for Service of Process: C T Corporation System

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

RFP No. 2350

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

NAICS: 525990 | 541611 | 541690 |

2.2 List any other certifications held by your organization, and the name under which they are held.

RFP No. 2350

**EXHIBIT C
CONSULTANT QUALIFICATIONS STATEMENT**

Project Name:	Client Name:	Client Contact Information:	
Development Impact Fee Study	County of Riverside, CA	Name: Serena Claow	Email: schow@rivcooda.org Phone#: (951) 955-6619
Description of work performed by your firm below:			
The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance, as well as varying level of facilities by region.			
Total Project Cost for Firms Scope:	\$ 118,000 (recent fee)	Dates work was completed:	2007 - Ongoing
Did your firm run into any issues or have any project altering findings during your scope of work? (Circle one): <input checked="" type="radio"/> Yes <input type="radio"/> No			
Give a brief statement of your firm's methods & ability to coordinate with client contacts during the project below:			
The process was lengthy, initiated in January of 2008 and completed in November of 2014, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant. Willdan has recently, through competitive bid, been selected to update the County's development impact fees, 2030 Nexus Study Update.			
Project Name:	Client Name:	Client Contact Information:	
Development Impact Fee Nexus Study	City of Indian Wells, CA	Name: Kevin McCarthy	Email: kmccarthy@indianwells.com Phone#: (760) 346-2489
Description of work performed by your firm below:			
Willdan was retained to perform a comprehensive update to the City's impact fee program in 2022.			
Total Project Cost for Firms Scope:	\$ 34,890	Dates work was completed:	February 2022- July 2022
Did your firm run into any issues or have any project altering findings during your scope of work? (Circle one): <input checked="" type="radio"/> Yes <input type="radio"/> No			
Give a brief statement of your firm's methods & ability to coordinate with client contacts during the project below:			
The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park and storm drain. The analysis also included a development impact fee comparison of six other neighboring municipalities within the Coachella Valley.			

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Project Name:	Client Name:	Client Contact Information:	
Development Impact Fee Study	City of Moreno Valley, CA	Name: Michael Lloyd, PE	Email: michael@movval.org Phone#: (951) 413-3100
Description of work performed by your firm below:			
Willdan was retained to perform a comprehensive update to the City's impact fee program in 2020. Their program included a variety of facility fee categories including arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.			
Total Project Cost for Firms Scope:	\$	Dates work was completed:	August 2020 - December 2022
Did your firm run into any issues or have any project altering findings during your scope of work? (Circle one): Yes <input checked="" type="radio"/> No <input type="radio"/>			
Give a brief statement of your firm's methods & ability to coordinate with client contacts during the project below:			
Willdan worked with City staff to recommend a phased approach to implementation, so that the City could increase their fees on a regular schedule providing developers with certainty specific to the fee amounts in the near future.			
Project Name:	Client Name:	Client Contact Information:	
Development Impact Fee Study	City of Murrieta, CA	Name: Javier Carcamo	Email: jcarcamo@MurrietaCA.gov Phone#: (951) 461-6090
Description of work performed by your firm below:			
Willdan was retained originally in 2013 to conduct a comprehensive update to the City's impact fees. The team was once again retained through competitive bid in 2023 to update the following fees: Law Enforcement, Fire Protection, Streets & Minor Bridges, Traffic Signals, Storm Drainage, General Facilities, Bridge/Freeway/Ramps, Open Space Acquisition, Park Land Facilities, Community Center, Public Library			
Total Project Cost for Firms Scope:	\$ 86,520 (recent fees)	Dates work was completed:	2013 - Ongoing
Did your firm run into any issues or have any project altering findings during your scope of work? (Circle one): Yes <input checked="" type="radio"/> No <input type="radio"/>			
Give a brief statement of your firm's methods & ability to coordinate with client contacts during the project below:			
Willdan developed a technically defensible fee justification based on the reasonable relationship and deferential review standards; provided a schedule of maximum-justified fees by land use category; engaged stakeholders to facilitate public support for the impact fee; and provided comprehensive documentation of all assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.			

RFP No. 2350

Project Name:	Client Name:	Client Contact Information:
Development Impact Fee Study	City of Pismo Beach, CA	Name: Nadia Feeser
		Email: nfeeser@pismo-beach.org (805) 773-7010
		Phone#:
Description of work performed by your firm below:		
Willdan assisted the City of Pismo Beach with an update to their impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised public facility master plans that complemented the updated impact fees.		
Total Project Cost for Firms Scope:	\$ 40,000	Dates work was completed: April 2018 - March 2019
Did your firm run into any issues or have any project altering findings during your scope of work? (Circle one): Yes <input checked="" type="radio"/> No <input type="radio"/>		
Give a brief statement of your firm's methods & ability to coordinate with client contacts during the project below:		
Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.		
Project Name:	Client Name:	Client Contact Information:
		Name:
		Email:
		Phone#:
Description of work performed by your firm below:		
		Dates work was completed:
Did your firm run into any issues or have any project altering findings during your scope of work? (Circle one): Yes <input type="radio"/> No <input type="radio"/>		
Give a brief statement of your firm's methods & ability to coordinate with client contacts during the project below:		

Note: please use additional pages if needed to enter information

25/08/2018

f. Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

11/9/2024 11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE: _____ FAX: _____ (A/C No. Ext.) _____ (A/C. No.) _____ E-MAIL: _____ ADDRESS: _____														
INSURED 1505823 Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER C: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER E: Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: Transportation Insurance Company	20494	INSURER C: The Continental Insurance Company	35289	INSURER D: American Casualty Company of Reading, PA	20427	INSURER E: Allied World Surplus Lines Insurance Company	24319	INSURER F:	
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INSURER F:															

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 18324055 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTD	TYPE OF INSURANCE	ADDITIONAL BASIS	W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp. Benefits Liab. <input checked="" type="checkbox"/> Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input checked="" type="checkbox"/> 500,000 <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	7063481150	11/9/2023	11/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED/EP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7063481156	11/9/2023	11/9/2024	COVERED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEF: _____ REVENSONE: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX DEF: _____ REVENSONE: _____
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR PART-TIME/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	N	N/A	7063481173 (AOS) 7063481187 (CA)	11/9/2023 11/9/2023	11/9/2024 11/9/2024	PER STATUS OTH-EP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Arch&Eng Prof	N	N	0313-5950	11/9/2023	11/9/2024	Per Clause: \$1,000,000 Aggregate: \$2,000,000 SIR Applies per policy terms & conditions

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RF: Proposal Only.

CERTIFICATE HOLDER 18324055 Willdan Financial Services 27368 Via Industria, Suite 200 Temecula CA 92590	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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g. Pricing

Development Impact Fee Study

Based upon the scope of work identified herein, Willdan proposes a **fixed fee of \$110,280** for the City’s Development Impact Fee Study. The table below provides a breakdown of the proposed fee by task and team member.

City of Riverside					
Comprehensive Development Impact Fee Study					
Fee Proposal					
	J. Edison Principal-in- Charge	C. Villarreal Project Manager	<u>Total</u>		
	\$ 240	\$ 210	Hours	Cost	
Scope of Services					
Task 1: Identify & Consider Fee Categories & Policy Issues	16.0	26.0	42.0	\$	9,300
Task 2: Identify Existing Development and Future Growth	16.0	38.0	54.0		11,820
Task 3: Determine Facility Standards	18.0	42.0	60.0		13,140
Task 4: Determine Facilities Needs and Costs	22.0	36.0	58.0		12,840
Task 5: Identify Funding and Financing Alternatives	18.0	32.0	50.0		11,040
Task 6: Comparison & Feasibility Analysis	16.0	42.0	58.0		12,660
Task 7: Calculate Fees and Prepare Report	16.0	32.0	48.0		10,560
Task 8: Impact Fee Schedule Calculation Tool	6.0	22.0	28.0		6,060
Task 9: Meetings	48.0	54.0	102.0		22,860
–	176.0	324.0	500.0	\$	110,280

Notes

Please note the following:

- The fee denoted above includes attendance at up to sixteen (16) in-person meetings with City staff, stakeholders, and City Council
Attendance at more than sixteen (16) meetings and/or presentations will be billed at our current hourly rates, provided below, and actual expenses.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- Optional/Additional Services beyond the listed Scope of Services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.

Hourly Rates

Provided below is Willdan’s hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President/Director		\$250
Managing Principal	James Edison	\$240
Principal Consultant	Carlos Villarreal	\$210
Senior Project Manager		\$185
Project Manager		\$165
Senior Project Analyst		\$135
Senior Analyst		\$125
Analyst II		\$110
Analyst I		\$100

h. Disclosures

RFP No. 2350

EXHIBIT D DISCLOSURE QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

1. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.

2. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Consultant?

Yes No City of Glendale v. Willdan Financial Services
Superior Court of California for the County of Los Angeles: Case No.: EC063607 | 2014

If the answer is yes, explain the circumstances in the following space.

The parties included the City of Glendale, Willdan Financial Services, and Willdan Group, Inc. The litigation resulted from a 2010 rate study completed for the City of Glendale. The city's claims centered on the contention that the water rates proposed by Willdan as part of the study did not sufficiently recover the revenue requirements of the water system. However, investigation into the study analysis indicated that flawed customer billing data, provided by the city, impacted the study findings. Willdan offered, in good faith, to remedy the situation by revising the original analysis, at no cost to Glendale, with corrected billing data. However, Glendale declined the proposed solution and chose legal action instead. After a lengthy process that concluded there was no financial harm to the city, the matter was resolved by a settlement between Glendale and the insurance company. The result was that there was no liability to Willdan whatsoever.

3. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Company, filed for bankruptcy under any business name over the past five (5) years.

Yes No

If the answer is yes, explain the circumstances in the following space.

4. Has the Consultant, or any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Company, have any past or current business and personal relationships with any current Riverside elected official, appointed official, City

RFP No. 2350

employee or family member of any current Riverside elected official, appointed official or City employee?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

- 5. Has the Consultant, or any officer of the Consultant, or any employee of the Company who has proprietary interest in the Company, had a contract terminated for default of cause?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

- 6. Has the Consultant, or any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Company, been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization of governmental entity?

Yes X No _____

If the answer is yes, explain the circumstances in the following space.

City of Glendale v. Willdan Financial Services Superior Court of California for the County of Los Angeles Case No. EC063607 | 2014

After a lengthy process that concluded there was no financial harm to the city, the matter was resolved by a settlement between Glendale and the insurance company. The result was that there was no liability to Willdan whatsoever.

- 7. Has the Consultant, or any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Company, been convicted of a felony or is currently under indictment on any felony charge?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.



27368 Via Industria, Suite 200

Temecula, CA 92590-4856

951.587.3500 | 800.755.6864 Fax: 951.587.3510

www.willdan.com



EXHIBIT "C"
COMPENSATION

g. Pricing

Development Impact Fee Study

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Scope of Services					
Task 1: Identify & Consider Fee Categories & Policy Issues	16.0	26.0	42.0	\$	9,300
Task 2: Identify Existing Development and Future Growth	16.0	38.0	54.0		11,820
Task 3: Determine Facility Standards	18.0	42.0	60.0		13,140
Task 4: Determine Facilities Needs and Costs	22.0	36.0	58.0		12,840
Task 5: Identify Funding and Financing Alternatives	18.0	32.0	50.0		11,040
Task 6: Comparison & Feasibility Analysis	16.0	42.0	58.0		12,660
Task 7: Calculate Fees and Prepare Report	16.0	32.0	48.0		10,560
Task 8: Impact Fee Schedule Calculation Tool	6.0	22.0	28.0		6,060
Task 9: Meetings	48.0	54.0	102.0		22,860
–	176.0	324.0	500.0	\$	110,280

Notes

Please note the following:

- The fee denoted above includes attendance at up to sixteen (16) in-person meetings with City staff, stakeholders, and City Council
Attendance at more than sixteen (16) meetings and/or presentations will be billed at our current hourly rates, provided below, and actual expenses.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- Optional/Additional Services beyond the listed Scope of Services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.

Hourly Rates

Provided below is Willdan’s hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President/Director		\$250
Managing Principal	James Edison	\$240
Principal Consultant	Carlos Villarreal	\$210
Senior Project Manager		\$185
Project Manager		\$165
Senior Project Analyst		\$135
Senior Analyst		\$125
Analyst II		\$110
Analyst I		\$100

EXHIBIT "D"

KEY PERSONNEL

d. Consultant Personnel

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget.

With that philosophy in mind, we have selected experienced professionals for the City’s engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

City of Riverside Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
<p>James Edison, JD, MPP Managing Principal JEdison@Willdan.com (510) 853-2612</p>	Principal-in-Charge	<ul style="list-style-type: none"> ▪ Ensure client satisfaction, flow of communication, and management of the project ▪ Technical guidance ▪ Project oversight ▪ Quality assurance & control, and ▪ Meeting and presentation attendance
<p>Carlos Villarreal, MPP Principal Consultant CVillarreal@Willdan.com (415) 786-0295</p>	Project Manager	<ul style="list-style-type: none"> ▪ Collect, interpret, and disseminate key data ▪ Day to day contact ▪ Production of key elements of the analyses ▪ Model development ▪ Report preparation, and ▪ Meeting and presentation attendance

Sub-Consultants

Willdan will not require the assistance of sub-consultants to conduct the scope of services noted within our proposal.

Resumes

Resumes for Willdan’s project team are presented on the following pages.



James Edison, JD, MPP, MA

Principal-in-Charge

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Indian Wells, CA – Development Impact Fee Study: Mr. Edison served as the principal-in-charge for the City Indian Wells' update to their development impact fees. The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park, and storm drain.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. ***Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.***

City of Fountain Valley, CA – Development Impact Fee Update Study: Mr. Edison served as the project manager for the City of Fountain Valley's update to their development impact fees. Fees included the park impact fee, traffic improvement fee, transportation impact fee, utility infrastructure impact fee and general plan surcharge fee.

City of Fillmore, CA – North Fillmore Specific Plan Nexus Study: Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Fillmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

Education

Juris Doctorate,
University of
California, Berkeley,
School of Law

Master of Public
Policy, Goldman
School of Public
Policy, University of
California, Berkeley

Bachelor of Arts,
magna cum laude,
Harvard University

Professional Registrations

Member of State Bar,
California

Affiliations

Council of
Development Finance
Agencies

CFA Society of
San Francisco

Congress for the
New Urbanism

Urban Land Institute

Seaside Institute

International Economic
Development Council

26 Years' Experience

J. Edison
Resume Continued

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison served as principal-in-charge of an update to the City’s existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team that updated the City of Alameda’s impact fee programs, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City’s park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City’s transportation impact fee program and capital improvement program.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City’s fire services impact fee program.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Edison was the project manager for the City of Carpinteria’s Development Impact Fee update study engagement. The study included updates to the following fees: highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. The City has engaged Willdan again to update their impact fees.

City of McFarland, CA – Impact Fee Study Update: Mr. Edison was the principal-in-charge and technical advisor on the update to the City’s development impact fee program. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic.

County of San Benito, CA – Comprehensive Impact Fee Study: Mr. Edison served as technical advisor to the County’s Impact Fee Study. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County’s transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study included a range of facilities such as public protection, library, and parks, as well as a transportation facilities impact fee with different fees calculated for two zones in the County.



Carlos Villarreal, MPP

Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Related Experience

Education

Master of Public Policy,
Goldman School of
Public Policy,
University of California,
Berkeley

Bachelor of Arts,
Geography, University
of California, Los
Angeles; Minor in Public
Policy and Urban
Planning

Areas of Expertise

Fiscal Impact Analyses
Development Impact
Fees
Public Facilities
Financing Plans
GIS Analysis

18 Years' Experience

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Villarreal served as the project manager for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. In 2022 the City added a public arts fee and workforce development facility fee.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Villarreal served as the project manager of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. **Willdan was recently re-selected, through competitive bid, to update the Impact Fees.**

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal was the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fees and establish the necessary nexus. **Mr. Villarreal is once again serving on the project team to update the County's impact fees through 2030.**

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Villarreal served in the role of project manager for the City's impact fee project. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Villarreal was the lead analyst to update the City of Carpinteria's impact fees, which included highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. **The City has engaged Willdan again to update their impact fees and Mr. Villarreal is serving in the role of project manager.**

County of San Benito, CA – Comprehensive Impact Fee Study: As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

C. Villarreal
Resume Continued

City of McFarland, CA – Development Impact Fee Study Update: Mr. Villarreal served as project manager updating the City’s development impact fee program. The study comprehensively updated the City’s fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic. The fees were adopted by the City Council in 2020.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City’s impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development’s share of planned facilities, while not overburdening development with unnecessary costs.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as lead analyst assisting with an update to the City’s existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

City of Oroville, CA – Impact Fee Study Update: Mr. Villarreal served as project manager for a study updating the City’s development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County’s existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.