



# Willows City Council Regular Meeting

February 11, 2025  
Willows City Hall  
6:00 PM

City Council  
Evan Hutson, Mayor  
Rick Thomas, Vice Mayor  
Gary Hansen, Council Member  
Lorri Pride, Council Member  
Matt Busby, Council Member

City Manager  
Marti Brown

City Clerk  
Karleen Price

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

## Agenda

Watch the Council meeting online via Zoom: <https://us06web.zoom.us/j/86399058794>

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

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

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

a. **Register Approval**

Recommended Action: Approve general checking, payroll, and direct deposit check registers.  
Contact: Joanne Moore, Finance Director, [jmoore@cityofwillows.org](mailto:jmoore@cityofwillows.org)

b. **Minutes Approval**

Recommended Action: Approve the January 28, 2025, meeting minutes.  
Contact: Karleen Price, City Clerk, [kprice@cityofwillows.org](mailto:kprice@cityofwillows.org)

c. **Facilities Use Agreement with Willows Unified School District for the 2025 City of Willows Swim Season**

Authorize the City Manager to execute a Facilities Use Agreement with the Willows Unified School District to use the School District's swimming pool during the 2025 summer swim season for an amount not to exceed \$20,000.

Contact: Joe Bettencourt, Community Development & Services Director,  
[jbettencourt@cityofwillows.org](mailto:jbettencourt@cityofwillows.org)

d. **Building Official/Inspector and Code Enforcement Professional Services Agreement**

Recommended Action: Authorize the City Manager to renew the city's agreement with Paxton Family Inspection Services to perform Building Official duties, building inspections, residential plan checks, and code enforcement services.

Contact: Joe Bettencourt, Community Development & Services Director,  
[jbettencourt@cityofwillows.org](mailto:jbettencourt@cityofwillows.org)

## 7. PUBLIC HEARING

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

a. **Pioneer Community Energy Expansion to Willows**

Recommended Action: 1) Approve the Resolution and the Amended and Restated Joint Powers Agreement so that Pioneer Community Energy may expand the Joint Power Authority membership to include the City of Willows; and 2) Introduce the first reading of the Ordinance authorizing the implementation of a Community Choice Aggregation Program in the Territory under Public Utilities Code section 366.2.

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

## 8. DISCUSSION & ACTION CALENDAR

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

a. **Street Banner Program – Year 3 Banner Refresh**

Recommended Action: Receive staff presentation and provide direction on approach to “refreshing” the downtown street banners for the third and final year of the CGI Street Banner Program contract.

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

## 9. COMMENTS & REPORTS

- b. Council Correspondence
  - c. City Council Comments & Reports
-

d. City Manager's Report

10. **CLOSED SESSION**

Pursuant to Government Code Sections §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.

a. **Conference with Labor Negotiators (§54957.6)**

Agency Designated Representatives:

Marti Brown, City Manager and Carolyn Walker, City Attorney

Employee Organizations: UPEC, Fire and General Bargaining Units, and Management

11. **ADJOURNMENT**

**This agenda was posted on February 6, 2025.**

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Karleen Price, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall at 201 North Lassen Street in Willows or on the City's website at [www.cityofwillows.org](http://www.cityofwillows.org). In compliance with the Americans with Disabilities Act, the

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

*The City of Willows is an Equal Opportunity Provider.*



# **PUBLIC COMMENT & CONSENT CALENDAR FORUM**



City of Willows

# Payment Register

APPKT00383 - CHECK RUN 1-29-25

Bank: Gen Chk - General Checking

Vendor Number	Vendor Name	Total Vendor Amount	
	**Void**		0.00
Payment Type	Payment Number	Payment Date	Payment Amount
**Void Check	<a href="#">55219</a>	01/30/2025	0.00
**Void Check	<a href="#">55242</a>	01/30/2025	0.00
**Void Check	<a href="#">55243</a>	01/30/2025	0.00
**Void Check	<a href="#">55244</a>	01/30/2025	0.00

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1008</a>	A.T.& T.					1,174.71
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">55214</a>			01/30/2025	1,174.71	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">000022909002</a>	BAN - 9391061606 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	78.58	
<a href="#">000022909005</a>	BAN - 9391061610 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	263.44	
<a href="#">000022909007</a>	BAN - 9391061615 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	160.84	
<a href="#">000022909008</a>	BAN - 9391061616 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	291.53	
<a href="#">000022909009</a>	BAN - 9391061617 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	31.53	
<a href="#">000022909010</a>	BAN - 9391061620 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	226.31	
<a href="#">000022909011</a>	BAN - 9391061621 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	29.97	
<a href="#">000022909012</a>	BAN - 9391061623 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	62.54	
<a href="#">000022909013</a>	BAN - 9391061624 - 12-19-24 TO 1-18-25 SERVICE	01/27/2025	01/27/2025	0.00	29.97	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1051</a>	ALVES DOOR COMPANY, INC.					65.63
Payment Type	Payment Number				Payment Date	Payment Amount
Check	<a href="#">55215</a>				01/30/2025	65.63
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">10791</a>	NEO-CERAM - FIRE GLASS - CUT TO PATTERN - FIRE	01/27/2025	01/27/2025	0.00	65.63	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1103</a>	BAKER & TAYLOR BOOKS					175.54
Payment Type	Payment Number	Payment Date				Payment Amount
Check	<a href="#">55216</a>	01/30/2025				175.54
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">2038794839</a>	NEW BOOKS - LIBRARY	01/27/2025	01/27/2025	0.00	175.54	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1120</a>	BEN'S TRUCK & EQUIPMENT,					1,816.19
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">55217</a>			01/30/2025	1,816.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">214361</a>	CORE, STEERING BOX, FREIGHT - SEWER JET TRUCK - SW	01/27/2025	01/27/2025	0.00	2,514.94	
<a href="#">214419</a>	CORE RETURN - SEWER JET TRUCK - SEWER	01/27/2025	01/27/2025	0.00	-698.75	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1172</a>	CALIFORNIA WATER SERVICE					3,775.77
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">55218</a>			01/30/2025	3,775.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">1053836442-011025</a>	SERVICE TO 1-10-25	01/27/2025	01/27/2025	0.00	111.39	
<a href="#">8491677777-011525</a>	SERVICE TO 1-15-25	01/27/2025	01/27/2025	0.00	3,664.38	

# Payment Register

APPKT00383 - CHECK RUN 1-29-25

<b>Vendor Number</b> <a href="#">1243</a>	<b>Vendor Name</b> CITY OF ORLAND					<b>Total Vendor Amount</b> 397.20
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55220</a>					<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">1172025</a>	<b>Description</b> REPAIRS & MAINT - T-4, E-2, & E-3 - FIRE	<b>Payable Date</b> 01/30/2025	<b>Due Date</b> 01/30/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 397.20	
<b>Vendor Number</b> <a href="#">1252</a>	<b>Vendor Name</b> CLEARWAY ENERGY LLC					<b>Total Vendor Amount</b> 5,339.09
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55221</a>					<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">1501248</a>	<b>Description</b> DECEMBER 2024 SOLAR - SEWER	<b>Payable Date</b> 01/27/2025	<b>Due Date</b> 01/27/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 5,339.09	
<b>Vendor Number</b> <a href="#">1261</a>	<b>Vendor Name</b> COMCAST CABLE					<b>Total Vendor Amount</b> 152.94
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55222</a>					<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">8155600290116196-114202</a>	<b>Description</b> SERVICE 1-19-25 TO 2-18-25 - FIRE	<b>Payable Date</b> 01/30/2025	<b>Due Date</b> 01/30/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 152.94	
<b>Vendor Number</b> <a href="#">1275</a>	<b>Vendor Name</b> CORBIN WILLITS SYSTEMS					<b>Total Vendor Amount</b> 518.96
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55223</a>					<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">000C501151</a>	<b>Description</b> FEBRUARY 2025-E,S,& A CHANGES-S & E AGMT INCR-FIN	<b>Payable Date</b> 01/27/2025	<b>Due Date</b> 01/27/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 518.96	
<b>Vendor Number</b> <a href="#">1277</a>	<b>Vendor Name</b> CORNING LUMBER WILLOWS					<b>Total Vendor Amount</b> 35.18
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55224</a>					<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">2501-090907</a>	<b>Description</b> 5 QUIKRETE - DONNIE LN STRM DRAIN - PW - SEWER	<b>Payable Date</b> 01/30/2025	<b>Due Date</b> 01/30/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 35.18	
<b>Vendor Number</b> <a href="#">2458</a>	<b>Vendor Name</b> GCS ENVIRONMENTAL EQUIPMENT SERVICES INC					<b>Total Vendor Amount</b> 92.24
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55225</a>					<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">29731</a>	<b>Description</b> STRINGS FOR THE HEAD - STREET SWEEPER - PW	<b>Payable Date</b> 01/27/2025	<b>Due Date</b> 01/27/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 92.24	
<b>Vendor Number</b> <a href="#">1503</a>	<b>Vendor Name</b> GLENN CO SHERIFFS DEPT					<b>Total Vendor Amount</b> 507,500.01
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55226</a>					<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">2029</a>	<b>Description</b> GCSO NOVEMBER 2024 SERVICES - POLICE	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 169,166.67	
<b>Payable Number</b> <a href="#">2030</a>	<b>Description</b> GCSO DECEMBER 2024 SERVICES - POLICE	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 169,166.67	
<b>Payable Number</b> <a href="#">2031</a>	<b>Description</b> GCSO JANUARY 2025 SERVICES - POLICE	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 169,166.67	
<b>Vendor Number</b> <a href="#">1497</a>	<b>Vendor Name</b> GLENN CO. FLEET SERVICES					<b>Total Vendor Amount</b> 1,650.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55227</a>					<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">PW25-00836</a>	<b>Description</b> CLUTCH & VACUME MTR-SEWER JET TRUCK-PW-SEWER	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,650.00	

**Payment Register**
**APPKT00383 - CHECK RUN 1-29-25**

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1665</a>	KNIFE RIVER CONSTRUCTION					358.05
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">55228</a>	01/30/2025	358.05			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">312895</a>	WET PATCH - ALLEYS - PW	01/27/2025	01/27/2025	0.00	358.05	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1670</a>	L & T TOWING					1,603.82
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">55229</a>	01/30/2025	1,603.82			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">62047</a>	MAINT & REPAIRS - 2019 HME INC FIRE TRUCK - FIRE	01/27/2025	01/27/2025	0.00	1,003.82	
<a href="#">C35129</a>	1996 OLDS CIERA - 163 CO RD 53 - CE - FIRE	01/27/2025	01/27/2025	0.00	300.00	
<a href="#">C35132</a>	2006 HYUNDAI SONATA - 109 FERN ST - CE - FIRE	01/27/2025	01/27/2025	0.00	300.00	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1301</a>	L.N. CURTIS & SONS					17.59
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">55230</a>	01/30/2025	17.59			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">CM45690</a>	CONVERSION KIT - FIRE	01/29/2025	01/29/2025	0.00	-431.53	
<a href="#">INV879758</a>	COVERSION KIT - FIRE	01/29/2025	01/29/2025	0.00	449.12	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1680</a>	LANNIE'S SEPTIC TANK SERV					144.79
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">55231</a>	01/30/2025	144.79			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">26585</a>	PORTABLE TOILET RENT & SERVICE - PARKS - PW	01/27/2025	01/27/2025	0.00	144.79	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1689</a>	LEAGUE OF CA. CITIES					5,085.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">55232</a>	01/30/2025	5,085.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">5444</a>	MEMBERSHIP DUES SACRAMENTO VALLEY - CM	01/28/2025	01/28/2025	0.00	100.00	
<a href="#">INV-26899-Y9R2J0</a>	2025 MEMBERSHIP DUES - CM	01/27/2025	01/27/2025	0.00	4,985.00	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1760</a>	MATSON & ISOM TECHNOLOGY					1,811.24
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">55233</a>	01/30/2025	1,811.24			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">96590</a>	DELL SERVER WARRANTY RENEWAL 1 YR - CW	01/28/2025	01/28/2025	0.00	1,811.24	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1778</a>	MIDAMERICA ADMIN & RETIRE					189.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">55234</a>	01/30/2025	189.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">0279712</a>	3Q24 ADMIN/PLATFORM FEE (ER) - CW	01/28/2025	01/28/2025	0.00	189.00	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">1810</a>	MUNICIPAL EMERGENCY SERVI					430.25
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">55235</a>	01/30/2025	430.25			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">IN2167324</a>	SUPPLIES - CAL FIRE RFC GRANT - FIRE	01/28/2025	01/28/2025	0.00	245.82	
<a href="#">IN2173296</a>	SUPPLIES - CAL FIRE RFC GRANT - FIRE	01/28/2025	01/28/2025	0.00	184.43	

Payment Register

APPKT00383 - CHECK RUN 1-29-25

Vendor Number <a href="#">1805</a>	Vendor Name MUNICIPAL RESOURCE GROUP					Total Vendor Amount 755.60	
Payment Type Check	Payment Number <a href="#">55236</a>					Payment Date 01/30/2025	Payment Amount 755.60
Payable Number <a href="#">250074</a>	Description WILLOWS - PD ASSWSSMENT 24051-WIL - CC	Payable Date 01/28/2025	Due Date 01/28/2025	Discount Amount 0.00	Payable Amount 755.60		
Vendor Number <a href="#">2312</a>	Vendor Name NAPA AUTO PARTS					Total Vendor Amount 27.43	
Payment Type Check	Payment Number <a href="#">55237</a>					Payment Date 01/30/2025	Payment Amount 27.43
Payable Number <a href="#">698882</a>	Description DEF - SUPPLIES - PUBLIC WORKS	Payable Date 01/29/2025	Due Date 01/29/2025	Discount Amount 0.00	Payable Amount 27.43		
Vendor Number <a href="#">1822</a>	Vendor Name NATIONAL FIRE SYSTEMS, IN					Total Vendor Amount 569.02	
Payment Type Check	Payment Number <a href="#">55238</a>					Payment Date 01/30/2025	Payment Amount 569.02
Payable Number <a href="#">114143</a>	Description ANNUAL FOR ENGINES 2, 3, 4, & 5 - FIRE	Payable Date 01/29/2025	Due Date 01/29/2025	Discount Amount 0.00	Payable Amount 236.84		
<a href="#">602897</a>	6 MONTH INSPECTION & REPAIRS - FIRE	01/29/2025	01/29/2025	0.00	332.18		
Vendor Number <a href="#">1877</a>	Vendor Name ORLAND SAW & MOWER					Total Vendor Amount 133.36	
Payment Type Check	Payment Number <a href="#">55239</a>					Payment Date 01/30/2025	Payment Amount 133.36
Payable Number <a href="#">058669</a>	Description REPAIRS & MAINT - TRUCK 4 - SAW - FIRE	Payable Date 01/30/2025	Due Date 01/30/2025	Discount Amount 0.00	Payable Amount 133.36		
Vendor Number <a href="#">1143</a>	Vendor Name PEDRO BOBADILLA					Total Vendor Amount 576.92	
Payment Type Check	Payment Number <a href="#">55240</a>					Payment Date 01/30/2025	Payment Amount 576.92
Payable Number <a href="#">013125PB</a>	Description RECREATIONAL SERVICES 1-18-25 TO 1-31-25	Payable Date 01/29/2025	Due Date 01/29/2025	Discount Amount 0.00	Payable Amount 576.92		
Vendor Number <a href="#">1917</a>	Vendor Name PG & E					Total Vendor Amount 15,066.43	
Payment Type Check	Payment Number <a href="#">55241</a>					Payment Date 01/30/2025	Payment Amount 15,066.43
Payable Number <a href="#">0939281537-0-011525</a>	Description SERVICE TO 1-15-25	Payable Date 01/29/2025	Due Date 01/29/2025	Discount Amount 0.00	Payable Amount 15,066.43		
Vendor Number <a href="#">1928</a>	Vendor Name POLY RISER & PIPE					Total Vendor Amount 174.82	
Payment Type Check	Payment Number <a href="#">55245</a>					Payment Date 01/30/2025	Payment Amount 174.82
Payable Number <a href="#">18162</a>	Description SUPPLIES - DONNIE LANE STORM DRAIN - PUBLIC WORKS	Payable Date 01/30/2025	Due Date 01/30/2025	Discount Amount 0.00	Payable Amount 174.82		
Vendor Number <a href="#">1978</a>	Vendor Name REGIONAL GOVERNMENT SERVI					Total Vendor Amount 11,790.88	
Payment Type Check	Payment Number <a href="#">55246</a>					Payment Date 01/30/2025	Payment Amount 11,790.88
Payable Number <a href="#">17807</a>	Description NOVEMBER 2024 HR SERVICES - FIN	Payable Date 01/29/2025	Due Date 01/29/2025	Discount Amount 0.00	Payable Amount 6,248.46		
<a href="#">17961</a>	DECEMBER 2024 HR SERVICES - FIN	01/29/2025	01/29/2025	0.00	5,542.42		



**Payment Register**
**APPKT00383 - CHECK RUN 1-29-25**

<b>Vendor Number</b> <a href="#">2132</a>	<b>Vendor Name</b> SUN LIFE FINANCIAL						<b>Total Vendor Amount</b> 2,152.98
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55247</a>						<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">5487105-0001-122424</a>	<b>Description</b> DECEMBER 2024 INSURANCE - GAP - PW & FIRE	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,076.49		
<b>Payable Number</b> <a href="#">5487105-0001-12725</a>	<b>Description</b> JANUARY 2025 INSURANCE - GAP - PW & FIRE	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,076.49		
<b>Vendor Number</b> <a href="#">1439</a>	<b>Vendor Name</b> THE FIRST CHOICE COFFEE S						<b>Total Vendor Amount</b> 45.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55248</a>						<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">1873</a>	<b>Description</b> FEBRUARY 2025 WATER FILTRATION - FIRE	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 45.00		
<b>Vendor Number</b> <a href="#">2368</a>	<b>Vendor Name</b> TYLER BUSINESS FORMS						<b>Total Vendor Amount</b> 157.72
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55249</a>						<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">101113</a>	<b>Description</b> 1099-NEC 4 PART EZ PACK 25 - CW	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 157.72		
<b>Vendor Number</b> <a href="#">2207</a>	<b>Vendor Name</b> TYLER TECHNOLOGIES, INC						<b>Total Vendor Amount</b> 580.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55250</a>						<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">025-494233</a>	<b>Description</b> PROJECT ACCT - CONFIGURE -IMPLEMENTATION	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 580.00		
<b>Vendor Number</b> <a href="#">2433</a>	<b>Vendor Name</b> VESTIS						<b>Total Vendor Amount</b> 274.52
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55251</a>						<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">5066773631</a>	<b>Description</b> UNIFORM SERVICE - PUBLIC WORKS	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 137.26		
<b>Payable Number</b> <a href="#">5066779138</a>	<b>Description</b> UNIFORM SERVICE - PUBLIC WORKS	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 137.26		
<b>Vendor Number</b> <a href="#">2260</a>	<b>Vendor Name</b> WAL-MART COMMUNITY - CREDIT CARD						<b>Total Vendor Amount</b> 427.49
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55252</a>						<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">604234-1660392754-01</a>	<b>Description</b> STATION SUPPLY - EH - FIRE	<b>Payable Date</b> 01/30/2025	<b>Due Date</b> 01/30/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 279.20		
<b>Payable Number</b> <a href="#">604234-1660392754-02</a>	<b>Description</b> SUPPLIES - PLANNING COM. MEET & GREET - PLANNING	<b>Payable Date</b> 01/30/2025	<b>Due Date</b> 01/30/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 60.34		
<b>Payable Number</b> <a href="#">604234-1660392754-03</a>	<b>Description</b> WEBCAM FOR MEETING - PUBLIC WORKS	<b>Payable Date</b> 01/30/2025	<b>Due Date</b> 01/30/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 55.77		
<b>Payable Number</b> <a href="#">604234-1660392754-04</a>	<b>Description</b> OFFICE SUPPLIES - CIVIC CENTER	<b>Payable Date</b> 01/30/2025	<b>Due Date</b> 01/30/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 32.18		
<b>Vendor Number</b> <a href="#">2295</a>	<b>Vendor Name</b> WILLOWS ACE HARDWARE						<b>Total Vendor Amount</b> 174.01
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">55253</a>						<b>Payment Date</b> 01/30/2025
<b>Payable Number</b> <a href="#">119491</a>	<b>Description</b> JENSEN PUMPS - PARKS - PUBLIC WORKS	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 90.39		
<b>Payable Number</b> <a href="#">119511</a>	<b>Description</b> SUPPLIES - FIRE	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 69.69		
<b>Payable Number</b> <a href="#">119692</a>	<b>Description</b> GORILLA TAPE - JET TRUCK - PUBLIC WORKS	<b>Payable Date</b> 01/29/2025	<b>Due Date</b> 01/29/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 13.93		

Payment Register

APPKT00383 - CHECK RUN 1-29-25

Vendor Number		Vendor Name		Total Vendor Amount	
<a href="#">2403</a>		WULFF, HANSEN & CO		1,500.00	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		<a href="#">55254</a>		01/30/2025	1,500.00
Payable Number		Description		Payable Date	Due Date
<a href="#">01272025</a>		ADTR - FILING AGENT SERVICES - FIN		01/29/2025	01/29/2025
				Discount Amount	Payable Amount
				0.00	1,500.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Gen Chk	Voided **Void Check	0	1	0.00	0.00
Gen Chk	Check	35	21	0.00	33,529.49
Gen Chk	Voided **Void Check	0	3	0.00	0.00
Gen Chk	Check	28	16	0.00	533,209.89
Packet Totals:		63	41	0.00	566,739.38

Cash Fund Summary

Fund	Name	Amount
999	CASH CLEARING	-566,739.38
Packet Totals:		-566,739.38



City of Willows

# Payment Register

APPKT00385 - CHECK RUN 1-31-25  
01 - Vendor Set 01

Bank: Gen Chk - General Checking

Vendor Number	Vendor Name	Total Vendor Amount	
<a href="#">1805</a>	MUNICIPAL RESOURCE GROUP	4,715.00	
Payment Type	Payment Number	Payment Date	Payment Amount
Check	<a href="#">55255</a>	01/31/2025	4,715.00
Payable Number	Description	Payable Date	Due Date
<a href="#">241454</a>	WILLOWS-PD ASSESSMENT 24051-WIL	01/31/2025	01/31/2025
		Discount Amount	Payable Amount
		0.00	4,715.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Gen Chk	Check	1	1	0.00	4,715.00
Packet Totals:		1	1	0.00	4,715.00

Cash Fund Summary

Fund	Name	Amount
999	CASH CLEARING	-4,715.00
Packet Totals:		-4,715.00



City of Willows

# Payroll Check Register Checks

Pay Period: 1/13/2025-1/26/2025

Packet: PYPKT00392 - PAY PERIOD 01-13-25 TO 01-26-25 PAYDATE 01-31-25

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
BEATTY, RYAN	<a href="#">BEA00</a>	Regular	01/31/2025	135.51	40988
RANDOLPH, CORA	<a href="#">RAN02</a>	Regular	01/31/2025	135.51	40989





City of Willows

# Payroll Check Register

## Direct Deposits

Pay Period: 1/13/2025-1/26/2025

Packet: PYPKT00392 - PAY PERIOD 01-13-25 TO 01-26-25 PAYDATE 01-31-25

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
BROWN, MARTHA	<a href="#">BRO01</a>	01/31/2025	3,453.34	1183
PRICE, KARLEEN	<a href="#">PRI01</a>	01/31/2025	1,786.42	1184
HAZLETT, ROBIN	<a href="#">HAZ01</a>	01/31/2025	1,618.00	1185
MOORE, JOANNE	<a href="#">MOO01</a>	01/31/2025	150.00	1186
MOORE, JOANNE	<a href="#">MOO01</a>	01/31/2025	2,740.96	1186
RUSTENHOVEN, TARA L	<a href="#">RUS01</a>	01/31/2025	1,523.02	1187
ARELLANES, ASHLEY MARIE	<a href="#">ARE00</a>	01/31/2025	290.71	1188
BRIONES, BRENDA VALENZUELA	<a href="#">BRI00</a>	01/31/2025	359.56	1189
EHORN, CAITLIN A	<a href="#">EHO02</a>	01/31/2025	1,111.92	1190
GAMBOA, YADIRA	<a href="#">GAM00</a>	01/31/2025	331.96	1191
SPENCE, KYLIEGH C	<a href="#">SPE02</a>	01/31/2025	523.54	1192
VARGAS, GIOVANI	<a href="#">VAR00</a>	01/31/2025	485.22	1193
BOBADILLA, TRISTAN	<a href="#">BOB01</a>	01/31/2025	143.04	1194
BOBADILLA, TAVIAN	<a href="#">BOB02</a>	01/31/2025	143.04	1195
GALLARDO-CANO, NATALY	<a href="#">GAL01</a>	01/31/2025	135.51	1196
RAYGOZA, RODRIGO	<a href="#">RAY00</a>	01/31/2025	160.15	1197
ENOS, KYLE	<a href="#">ENO00</a>	01/31/2025	2,675.09	1198
FUENTES, JAIME	<a href="#">FUE01</a>	01/31/2025	1,834.04	1199
LOMBARD, TYLER JOSEPH	<a href="#">LOM00</a>	01/31/2025	6,064.34	1200
MINGS, MICHAEL E	<a href="#">MIN00</a>	01/31/2025	1,375.58	1201
RANDOLPH, MATTHEW	<a href="#">RAN01</a>	01/31/2025	1,611.67	1202
REED, JOSHUA	<a href="#">REE00</a>	01/31/2025	1,191.28	1203
VASQUEZ, PEDRO CEASAR	<a href="#">VAS01</a>	01/31/2025	1,558.30	1204
BETTENCOURT, JOSEPH	<a href="#">BET01</a>	01/31/2025	3,615.24	1205
MONCK, NATHANIAL T	<a href="#">MON00</a>	01/31/2025	7,184.27	1206
PFYL, NATISA N	<a href="#">PFY00</a>	01/31/2025	1,658.24	1207



City of Willows

# Payroll Check Register

## Employee Pay Summary

Pay Period: 1/13/2025-1/26/2025

Packet: PYPKT00392 - PAY PERIOD 01-13-25 TO 01-26-25 PAYDATE 01-31-25

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
ARELLANES, ASHLEY MARIE	<a href="#">ARE00</a>	01/31/2025	1188	318.58	0.00	27.87	290.71
BEATTY, RYAN	<a href="#">BEA00</a>	01/31/2025	40988	148.50	0.00	12.99	135.51
BETTENCOURT, JOSEPH	<a href="#">BET01</a>	01/31/2025	1205	4,808.00	384.64	808.12	3,615.24
BOBADILLA, TAVIAN	<a href="#">BOB02</a>	01/31/2025	1195	156.75	0.00	13.71	143.04
BOBADILLA, TRISTAN	<a href="#">BOB01</a>	01/31/2025	1194	156.75	0.00	13.71	143.04
BRIONES, BRENDA VALENZU	<a href="#">BRI00</a>	01/31/2025	1189	405.00	0.00	45.44	359.56
BROWN, MARTHA	<a href="#">BRO01</a>	01/31/2025	1183	5,576.92	764.57	1,359.01	3,453.34
EHORN, CAITLIN A	<a href="#">EHQ02</a>	01/31/2025	1190	1,499.20	139.96	247.32	1,111.92
ENOS, KYLE	<a href="#">ENO00</a>	01/31/2025	1198	3,741.90	426.34	640.47	2,675.09
FUENTES, JAIME	<a href="#">FUE01</a>	01/31/2025	1199	2,352.04	308.98	209.02	1,834.04
GALLARDO-CANO, NATALY	<a href="#">GAL01</a>	01/31/2025	1196	148.50	0.00	12.99	135.51
GAMBOA, YADIRA	<a href="#">GAM00</a>	01/31/2025	1191	374.00	0.00	42.04	331.96
HAZLETT, ROBIN	<a href="#">HAZ01</a>	01/31/2025	1185	1,948.61	151.02	179.59	1,618.00
LOMBARD, TYLER JOSEPH	<a href="#">LOM00</a>	01/31/2025	1200	7,679.34	539.42	1,075.58	6,064.34
MINGS, MICHAEL E	<a href="#">MIN00</a>	01/31/2025	1201	1,982.45	244.65	362.22	1,375.58
MONCK, NATHANIAL T	<a href="#">MON00</a>	01/31/2025	1206	11,486.74	651.31	3,651.16	7,184.27
MOORE, JOANNE	<a href="#">MOO01</a>	01/31/2025	1186	4,643.20	459.85	1,292.39	2,890.96
PFYL, NATISA N	<a href="#">PFY00</a>	01/31/2025	1207	2,933.82	747.42	528.16	1,658.24
PRICE, KARLEEN	<a href="#">PRI01</a>	01/31/2025	1184	2,447.53	189.68	471.43	1,786.42
RANDOLPH, CORA	<a href="#">RAN02</a>	01/31/2025	40989	148.50	0.00	12.99	135.51
RANDOLPH, MATTHEW	<a href="#">RAN01</a>	01/31/2025	1202	2,232.88	192.25	428.96	1,611.67
RAYGOZA, RODRIGO	<a href="#">RAY00</a>	01/31/2025	1197	175.50	0.00	15.35	160.15
REED, JOSHUA	<a href="#">REE00</a>	01/31/2025	1203	1,717.60	358.80	167.52	1,191.28
RUSTENHOVEN, TARA L	<a href="#">RUS01</a>	01/31/2025	1187	2,184.92	327.97	333.93	1,523.02
SPENCE, KYLIEGH C	<a href="#">SPE02</a>	01/31/2025	1192	575.25	0.00	51.71	523.54
VARGAS, GIOVANI	<a href="#">VAR00</a>	01/31/2025	1193	531.75	0.00	46.53	485.22
VASQUEZ, PEDRO CEASAR	<a href="#">VAS01</a>	01/31/2025	1204	2,272.43	410.88	303.25	1,558.30
<b>Totals:</b>				<b>62,646.66</b>	<b>6,297.74</b>	<b>12,353.46</b>	<b>43,995.46</b>



City of Willows

# Payroll Check Register Report Summary

Pay Period: 1/13/2025-1/26/2025

Packet: PYPKT00392 - PAY PERIOD 01-13-25 TO 01-26-25 PAYDATE 01-31-25  
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	2	271.02
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	26	43,724.44
<b>Total</b>	<b>28</b>	<b>43,995.46</b>



# Willows City Council Regular Meeting Action Minutes

January 28, 2025  
Willows City Hall  
6:00 PM

City Council  
Evan Hutson, Mayor  
Rick Thomas, Vice Mayor  
Matt Busby, Council Member  
Gary Hansen, Council Member  
Lorri Pride, Council Member

City Manager  
Marti Brown

City Clerk  
Karleen Price

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

## 1. CALL TO ORDER – 6:00 PM

## 2. PLEDGE OF ALLEGIANCE

## 3. ROLL CALL

Councilmembers Present: Mayor Hutson, Vice Mayor Thomas, Councilmembers Busby, Hansen  
(Participated remotely pursuant to AB 2449), and Pride

Councilmembers Absent: None

## 4. CHANGES TO THE AGENDA

Item #8b was moved to be heard prior to item #7a. The Council continued item #8b to the February 11, 2025 City Council meeting.

## 5. PRESENTATION

### a. Pioneer Energy Community Choice Aggregator

Action: Received the presentation on Pioneer Energy Community Choice Aggregator, reviewed the results of the assessment study, and directed staff to prepare and present an ordinance and resolution at the City Council Meeting on February 11, 2025.

## 6. PUBLIC COMMENT & CONSENT CALENDAR FORUM

**Public Comment Open: 6:31PM, Closed 6:31PM**

No Public Comments

### a. Register Approval

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

### b. Minutes Approval

Action: Approved the January 14, 2025, meeting minutes.

c. **New Appointments to Northern California Cities Self-Insured Fund (NCCSIF)**

Action: Adopted Resolution 03-2025 of the City Council of the City of Willows approving the appointment of Marti Brown, City Manager, to the Northern California Cities Self Insurance Fund (NCCSIF) Board of Directors to represent the City's insurance interests, and Joanne Moore, the Finance Director, as the Alternate.

d. **Annual Development Impact Fee Report – FY2023-24**

Action: Adopted Resolution 04-2025 Approving the FY2023-24 Annual Development Impact Fee Report.

e. **Council Liaison to the Planning Commission**

Action: Established a Council Liaison to the Planning Commission and reaffirmed the appointment of Councilmember Lorri Pride.

**Motion to approve items a, b, c, d, and e on the consent calendar.**

**Moved/Seconded:** Vice Mayor Thomas and Councilmember Busby

**Yes:** Mayor Hutson, Vice Mayor Thomas, Councilmembers Busby, Hansen, and Pride

**No:** None

**Absent:** None

**7. PUBLIC HEARING**

a. **Summary Abatement of 335 North Shasta Street**

Action: Held a public hearing to adopt Resolution 05-2025, confirming the costs of emergency summary abatement in the amount of \$15,586.50 and declaring the expenses a lien on the property if not paid in full by January 24, 2025.

**Hearing Open: 7:17PM, Closed 7:18PM**

No Public Comments

**Action: Adopted Resolution 05-2025, confirming the costs of emergency summary abatement in the amount of \$15,586.50 and declaring the expenses a lien on the property if not paid in full by February 7, 2025.**

**Moved/Seconded:** Vice Mayor Thomas and Councilmember Busby

**Yes:** Mayor Hutson, Vice Mayor Thomas, Councilmembers Hansen and Busby

**No:** None

**Absent:** None

**8. DISCUSSION AND ACTION CALENDAR**

a. **Planning Commission Vacancy and Appointment Process**

Action: Directed staff to initiate an open call of applications and appointed Councilmember Pride and Mayor Hutson to serve on the Planning Commissioner Appointment Ad Hoc Committee.

**b. Solar Power Purchase Agreement - Civic Center and Fire Station**

Action: Continued to February 11, 2025 City Council Meeting.

**7. COMMENTS & REPORTS**

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

**8. CLOSED SESSION**

**a. Conference with Labor Negotiators (\$54957.6)**

Report Out: Received information and gave direction to City Staff.

**9. ADJOURNMENT – 8:45 PM**

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Karleen Price, City Clerk



Date: February 11, 2025

To: Honorable Mayor and Councilmembers

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

Subject: Facilities Use Agreement with Willows Unified School District  
for the 2025 City of Willows Summer Swim Season

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**Recommendation:**

Authorize the City Manager to execute a Facilities Use Agreement with the Willows Unified School District to use the School District's swimming pool during the 2025 summer swim season for an amount not to exceed \$20,000.

**Rationale for Recommendation:**

While the City of Willows is currently designing and preparing to repair the City's swimming pool, it will not be ready for public use until the summer of 2026. As a result, staff recommends executing another agreement between the City of Willows and the Willows Unified School District to use the District's swimming pool and offer a 2025 swim season program to the public.

**Background:**

City staff conducted a review and evaluation of the City of Willows swimming pool facility in the spring of 2022. The results demonstrated that the pool and its infrastructure are in serious disrepair and in need of critical improvements to ensure public health and safety standards and general operations. Since then, the City of Willows has contracted with Willows Unified School District for use of their pool for summer swim seasons 2021, 2022, 2023 and 2024.

In 2023, city staff successfully applied for and the city was awarded a \$4 plus million grant to improve the city's swimming pool as well as other upgrades to Sycamore Park. However, the park improvements will not be complete in time for the 2025 swimming season; and the residents of Willows would benefit from swimming program this summer.

In the summer of 2024, 1,453 participants (not necessarily unique individuals) used and benefitted from the summer swim program at the Willows Unified School District's pool.

**Discussion & Analysis:**

The City would use the School District pool from early June through early August, Monday through Saturday from 1:00 p.m. to 5:00 p.m. The afternoon swim program would only include unprogrammed swimming and no classes would be offered during the season.

**Fiscal Impact:**

The cost to contract with the Willows Unified School District for the use of its swimming pool for the summer of 2024 shall not exceed \$20,000. However, the cost to lease the pool for the past two summers has totaled approximately \$11,000. General Fund monies would be used to pay for the cost of renting the facility from the School District.





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Date: February 11, 2025

To: Honorable Mayor and Councilmembers

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

Subject: Building Official/Inspector and Code Enforcement Professional Services Agreement

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**Recommendation:**

Authorize the City Manager to renew the city's agreement with Paxton Family Inspection Services to perform Building Official duties, building inspections, residential plan checks, and code enforcement services.

**Rationale for Recommendation:**

The previous agreement with Wyatt Paxton for providing building and code enforcement services is due to expire on June 30, 2025. The services provided under the current agreement have been delivered effectively and at highly competitive prices. Therefore, staff recommend continuing services with this contractor.

**Background:**

The City and Wyatt Paxton executed an agreement on July 25, 2022, to perform Building Official duties, building inspections, and code enforcement services. During the current three-year agreement, the price of services has not increased, and all duties were performed as expected or exceeded expectations.

**Discussion & Analysis:**

The term of the proposed agreement is for three years, beginning July 1, 2025, and ending on June 30, 2028. Although the proposed agreement is for a three-year period, either party may terminate the agreement without cause at any time by giving the other party 30 days' written notice.

Key differences in the proposed agreement compared to the current agreement include an increase in the hourly rate and the not-to-exceed limit. Residential plan check services were also added to Exhibit A - Services to Be Performed, as they are currently being provided but were not included in the existing agreement. There are no other material changes to the agreement.

**Fiscal Impact:**

The hourly rate for all services increased from \$100 to \$110 per hour, and the not-to-exceed limit was raised from \$75,000 to \$90,000 per fiscal year. While staff anticipate remaining below the not-to-exceed amount, the increased amount accounts for potential cost uncertainties associated with code enforcement efforts.



# PUBLIC HEARING



Date: February 11, 2025

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: Pioneer Community Energy Expansion to Willows

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**Recommendation:**

Staff recommend that Council:

- 1) Approve the Resolution and the Amended and Restated Joint Powers Agreement so that Pioneer Community Energy may expand the Joint Power Authority membership to include the City of Willows; and
- 2) Introduce the first reading of the Ordinance authorizing the implementation of a Community Choice Aggregation Program in the Territory under Public Utilities Code section 366.2.

**Rationale for Recommendation:**

To bring greater energy rate savings to the citizens of Willows by joining Pioneer Community Energy – a Community Energy Choice aggregator.

**Background:**

Pioneer Community Energy ('Pioneer') is a Joint Powers Authority formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation Program (CCA) authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary objective of providing competitive rates to the residents and businesses within its member jurisdictions.

Pioneer purchases the electricity supply (generation), and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure, as well as to provide meter reading and billing services for Pioneer's customers.

On November 8, 2024, the Pioneer executive team met with the City Manager/Glenn County staff and team to discuss the benefits of joining a CCA, how Pioneer may be a fit for their region, and necessary next steps required to join Pioneer.

On November 26, 2024, the Pioneer executive team presented to the Willows City Council providing an overview of the many benefits of CCAs in general and Pioneer specifically. At the meeting, the Council also authorized city staff to proceed with an Impact Assessment Study.

On December 19, 2024, the Pioneer Governing Board unanimously approved and authorized Pioneer staff to execute an Impact Assessment Study to determine potential cost savings for the County of Glenn and Cities of Orland and Willows. The results of which were shared with Willows City Council at the January 28, 2025, City Council meeting.

### **Discussion & Analysis:**

According to the results of the Impact Assessment Study and the Pioneer leadership team, the expansion provides potential benefits to the residents and businesses in the new member service territories. Significant benefits include:

- Estimated Residential Savings - In 2025, if the City of Willows moved from PGE to Pioneer Community Energy, a family of four in Willows would achieve an estimated savings of \$200 per year on their energy bill.
- Overall Rates Savings - In 2025, Pioneer estimates a 10% discount rate (e.g., purchasing energy for 10% less than PGE and passing those savings on to the rate payer).
- Stable and Competitive Rates – From 2018 through 2023, Pioneer customers have saved \$85 million, with an additional \$21 million in anticipated savings in 2024.
- Local Control – As a member of the JPA, the City/County will have one seat on the Pioneer Board of Directors. This person is appointed by the Council/Board from the elected officials. All meetings are open to the public and every representative's voice will be heard.
- Legislative & Regulatory Influence & Advocacy – Pioneer is an advocate for the member agency residents and businesses by working with the California State Legislature, the California Public Utilities Commission (CPUC), the California Energy Commission, and PG&E on behalf of customer interests and concerns.
- Local Jobs and Power Supply Resources – Pioneer supports local business and prioritizes local power contracts, goods and services. The projected savings for Pioneer customers will result in additional spending by residents and businesses, further stimulating the local economy.
- Programs – The new members will have an impact on energy efficiency programs that are developed and the ability to customize programs to meet their specific needs.

If approved by the City of Willows, Pioneer plans to submit an Implementation Plan detailing Pioneer's expansion and planned service launch to the CPUC in March 2025. Based on results of the Impact Assessment Study, the optimal time for a service launch into the City of Willows is October 2027, which allows Pioneer's procurement team the time needed to secure power resources while remaining in compliance and avoids the costly summer months. Pioneer will work with the City of Willows on a comprehensive education and outreach campaign to ensure a strong public understanding of expansion into the city.

### California Environmental Quality Act (CEQA)

The adoption of the Resolution does not constitute a project and is therefore exempt from the requirements of California Environmental Quality Act (CEQA) in accordance with Section 15378 of the CEQA Guidelines. Further, the action is exempt from CEQA, as there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

### **Consistency with Council Priorities and Goals:**

The proposed project is consistent with the Council's Priority #1: Financial Stability.

### **Fiscal Impact:**

There is no financial impact to move forward with the next phase of this project.

### **Attachments**

- Attachment 1: Pioneer Energy Resolution
- Attachment 2: Pioneer Energy Expansion Ordinance
- Attachment 3: Public Notice



**City of Willows  
Resolution 06-2025**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS REQUESTING MEMBERSHIP  
IN PIONEER COMMUNITY ENERGY AND APPROVING THE AMENDED AND RESTATED JOINT  
EXERCISE OF POWERS AGREEMENT AS AMENDED THROUGH AMENDMENT NO. 5**

**WHEREAS**, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint power’s authority; and

**WHEREAS**, on September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

**WHEREAS**, the California Public Utilities Commission certified the “Implementation Plan” of Pioneer, confirming Pioneer’s compliance with the requirements of the Act; and

**WHEREAS**, on February 22, 2017, Pioneer Community Energy (Pioneer) was established as a joint power’s authority pursuant to an Amended and Restated Joint Powers Agreement, as amended from time to time, for the establishment of a CCA; and

**WHEREAS**, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy (“Pioneer”), as it is known today; and

**WHEREAS**, subsequent amendments to the Amended and Restated JPA have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and

**WHEREAS**, currently electricity is generated and provided to the residents of the City of Willows by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City of Willows; and

**WHEREAS**, the City of Willows finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, in October 2024, the City of Willows and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of the City of Willows into the service area of Pioneer; and

**WHEREAS**, having conducted additional discussions with Pioneer and having reviewed the results of the impact analysis co-commissioned by the Cities of Willows and Orland, Glenn County, and Pioneer, the City of Willows believes joining Pioneer will provide financial and other advantages to businesses and residents of the City of Willows by providing alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, the Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority, agree to be bound by the Joint Exercise of Power Agreement, and its intention to have the Territory of the member's jurisdiction included in the service Territory of the CCA; and

**WHEREAS**, the City of Willows finds that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the resolution is exempt from CEQA, as there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

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

1. The recitals above are true and correct and are incorporated into this resolution by this reference.
2. The City Council of the City of Willows hereby expresses its desire to become a member of the Pioneer Community Energy Joint Powers Authority.
3. The City Council of the City of Willows requests that the Board of Directors of Pioneer Community Energy approve the City as a member of the Pioneer Community Energy Joint Powers Authority.
4. The City Council of the City of Willows approves the Amended and Restated Joint Exercise of Powers Agreement, as amended through Amendment No. 5 (attached hereto as Exhibit A and incorporated as if fully set forth herein) and authorizes the Mayor of the City of Willows to execute same.



5. The City Council of the City of Willows authorizes the City Manager, or designee, to execute other documents necessary or desirable to facilitate membership in Pioneer Community Energy, subject to review and approval by City of Willows Counsel.
6. This resolution shall take effect at the time Ordinance No. 763-2025, Authorizing the Implementation of a Community Choice Aggregation Program in the City of Willows, becomes effective.

**PASSED AND ADOPTED** by the City Council of the City of Willows this 11th day of February, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTESTED:**

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Evan Hutson, Mayor

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Karleen Price, City Clerk

Attachments:

Exhibit A: Amendment 5 of the Joint Powers Agreement

13645

## **AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SIERRA VALLEY ENERGY AUTHORITY**

THIS Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") amends and restates the Joint Exercise of Powers Agreement for the SIERRA VALLEY ENERGY AUTHORITY, (hereafter "Authority") originally entered as of September 9, 2015, (the "Original Agreement") which was by and between the COUNTY OF PLACER, and the CITY OF COLFAX, both public entities of the State of California. By this amendment and restatement it becomes a Joint Exercise of Powers Agreement by and between the COUNTY OF PLACER, the CITY OF COLFAX and the cities of Rocklin, Lincoln and Auburn and the town of Loomis within the County of Placer who become signatories to this Agreement (the "New Voting Members", and together with the County of Placer and the City of Colfax, the "Voting Members"), as well as those local agencies that become signatories to this Agreement as Associate Members, and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

### **RECITALS:**

- A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;
- B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by the Authority;
- C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;
- D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:
  - 1) Providing electric power and other forms of energy to customers at a competitive cost;
  - 2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.
  - 3) Carrying out programs to reduce energy consumption;
  - 4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
  - 5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;

- E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;
- F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through the Authority a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

#### Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the "Act"). Under Sections 6505 and 6507 of the Act, the Authority is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of the Authority shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

#### Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to the Authority under the Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice Aggregation (hereinafter "CCA") Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may

authorize the Authority to provide Property Assessed Clean Energy ("PACE") Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code ("Chapter 29"). The Authority may provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by the Authority within the territorial jurisdiction of such Associate Members. As of the Effective Date of this Agreement, the Associate Members include the County of Nevada, County of Sacramento, City of Grass Valley, City of Folsom, City of Nevada City and Town of Truckee.

### Section 3. Effective Date and Term

This Agreement shall be effective as an amendment and restatement of the Original Agreement, and the Authority shall continue to exist as a separate public agency under the terms of this Agreement upon execution by the County of Placer and the City of Colfax. This Agreement shall be in full force and effect until terminated in the manner herein provided, subject to the rights of the Members to withdraw from the Authority.

### Section 4. Powers

The Authority shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Placer.

The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 5C and Section 8:

- A. to make and enter into contracts;
- B. to employ agents and employees, including but not limited to an Executive Director;
- C. to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;
- D. to acquire property by eminent domain, or otherwise, except as limited under



Section 6508 of the Act, and to hold or dispose of any property;

- E. to lease any property;
- F. to sue and be sued in its own name;
- G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks-Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.;
- H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;
- I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of the Authority, as the Authority determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;
- J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”);
- M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;
- N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of the Authority;
- O. to establish a non-voting “Associate Member” status that provides membership in the Authority to jurisdictions that are outside jurisdictional boundaries of the Authority’s Voting Members, but within whose boundaries a PACE, CCA, or

other energy program is established and implemented by the Authority on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a "PACE Agreement", "CCA Agreement", or other energy program agreement, as applicable) on terms and conditions established by the Authority. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to Authority Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;

- P. to execute agreements for the purpose of authorizing the Authority to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by the Authority in implementing a program, including indirect costs, shall be costs of the Authority and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

#### Section 5. Governance and Internal Organization

- A. Governing Board. The governing body of the Authority shall consist of up to seven (7) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the Cities of Colfax, Rocklin, Lincoln, Auburn and the Town of Loomis within Placer County that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, and the City/Town Councils from the Cities/Town set out above shall respectively appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board whenever the regular member, for whom they are designed to act as an alternate, is absent from the meeting.

- B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.
- C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. Action by the Authority Board will be taken by majority vote of the Board Members present. However, as

described in Section 8, upon request of a Board Member, a weighted vote by shares will be conducted.

- D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.
- F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act"). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.
- G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.
- H. Board Member Compensation. Board Members shall serve without compensation from the Authority. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Board Members.

#### Section 6. Executive Director and Other Staff

- A. Executive Director. The Board shall appoint an Executive Director for the Authority, who shall be responsible for the day-to-day operation and management of the Authority. The Executive Director may exercise all powers of the Authority, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Executive Director shall hire and supervise any Authority employees or consultants.
- B. Executive Director Reports to the Board. The Executive Director shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of the Authority during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Executive Director's reports.

- C. **Services Providers.** The Executive Director may appoint one or more services providers to serve as the Authority's agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the PACE Program, the CCA Program or any other program.
- D. **Independent Monitor.** The Board may appoint or contract for the services of an independent monitor to review programs operated by the Authority and to report to the Board.
- E. **Advisory Commissions, Boards or Committees.** The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

#### Section 7. Treasurer and Auditor-Controller

The Placer County Treasurer shall act as the Treasurer for the Authority. The Treasurer shall be the depository of the Authority and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Auditor-Controller of the County of Placer shall be the Auditor-Controller of the Authority and shall make or contract with a certified public accountant to make an annual audit in compliance with Section 6505 of the Act.

#### Section 8. Special Voting Requirements and Voting Shares

- A. **Involuntary Termination or Amendment.** Action of the Board on the matters set forth in Section 14A (involuntary termination of a Member), or Section 18 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, that for votes to involuntarily terminate a Member under Section 14A, the Board Member(s) for the Member subject to involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.



- B. Eminent Domain. A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.
- C. Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.
- D. Calculation of Voting Shares. If a request for weighted vote is made by any Board Member, each Board Member shall have a voting share determined by Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Member's respective jurisdiction, and "Total Annual Energy" means the sum of all of the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, then the voting shares allocated to the entity shall be equally divided amongst its Board Members.

#### Section 9. Financial Provisions

- A. Fiscal Year. For the purposes of this Agreement, the Authority shall have such fiscal year from July 1 to and including the following June 30.
- B. Depository. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets

of the Authority shall be approved by the Board in accordance with the Operating Rules and Regulations.

- E. **Funding of Initial Costs.** The County of Placer has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these initial costs paid by the County of Placer shall be included in the customer charges for electric services as provided by Section 14 to the extent permitted by law, and the County of Placer shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Placer shall provide such documentation of costs paid as the Board may request. In the event that the CCA Program does not become operational, the County of Placer shall not be entitled to any reimbursement of the initial costs it has paid from the Authority or any Member.
- F. **CCA Program Costs.** The Members desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

#### Section 10. Implementation Action and Authority Documents

- A. Each Member shall adopt an ordinance or resolution in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in the Authority.
- B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.
- C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to Authority undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member's incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements") by Authority, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to the Authority's PACE Program, and to the assumption of jurisdiction thereover by Authority for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize Authority to take each step required for it to provide contractual assessment financing for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments.

The New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

The Authority may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

- D. Implementation Plan and Statement of Intent. The Authority shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 5.

If a City within the boundaries of Placer County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the City as soon as reasonably practicable. The Board may require the City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent by the Public Utilities Commission, the Board shall take an action to approve the membership of the City. The City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

- E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.
- F. Authority Documents. The Members acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Members' right to withdraw from the Authority as described in Section 14.

#### Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of the Authority's

accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

#### Section 12. Debts, Liabilities and Obligations

The Authority is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Member who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of the Authority. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

#### Section 13. Insurance and Indemnity

The Authority shall acquire and maintain such insurance coverage as is necessary to protect the interests of the Authority, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the [Voting Members] as additional insureds. The Authority shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

#### Section 14. Withdrawal

- A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to the Authority and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.
- B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Board Member appointed as a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.
- C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 15B. The withdrawing Voting Member and the Authority shall



execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.

- D. Withdrawal of Associate Member. The rights of an Associate Member to withdraw from the Authority shall be governed by the applicable PACE Agreement or CCC Agreement.

#### Section 15. Termination

- A. Involuntary Termination of a Member. Participation of a Member in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.
- B. Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Member's load. With respect to such liability, upon notice by a Member that it wishes to withdraw from the program, the Authority shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of

- the Member. The Authority may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on deposit with the Authority above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.
- C. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a Associate Member to withdraw its participation in the CCA Program, as described in Section 14A.
- D. Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed based on the weighted voting shares pursuant to Section 8D. However, no termination of this Agreement shall be effective until the full retirement of any outstanding debt. Any Voting Member may fund the retirement of the debt for the purpose of terminating the Authority.
- E. Negotiations with Associate Members. If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

#### Section 16. Associate Members

With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to the Authority a resolution of the public agency approving of this form of participation.

Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE

Program within the boundaries of its jurisdiction and (b) executing a PACE Agreement and (ii) the Board approving the qualified public agency as a non-voting Associate Member.

The date and terms upon which the applying public agency will become a non-voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

#### Section 17. Termination of Powers

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

#### Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 14, all costs, expenses, and charges legally incurred by the Authority shall be paid and discharged; and the Authority shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

#### Section 19. Amendments

This Agreement may not be amended except by a written amendment approved by a vote of Board members as provided in Section 8. The Authority shall provide written notice to all Members of amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments. Any amendment required to add a new Voting Member shall only be executed by the Voting Members. Any amendment required to add a new Associate Member shall only be executed by the new Associate Member and the Authority.

#### Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

#### Section 21. Entire Agreement

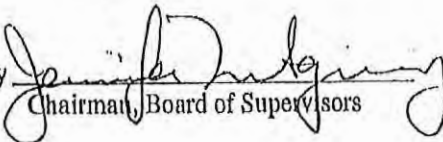
This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

Section 22. Counterparts and Effective Date

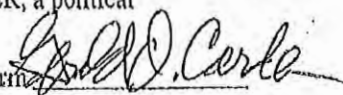
This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the second member has executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

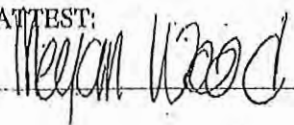
EXECUTED ON

By   
Chairman, Board of Supervisors

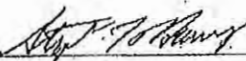
COUNTY OF PLACER, a political  
subdivision

And approved as to form 

ATTEST:



EXECUTED ON

By   
Mayor, City Council

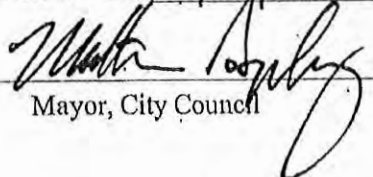
CITY OF COLFAX, a Municipal Corporation

And approved as to form \_\_\_\_\_

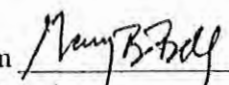
ATTEST:



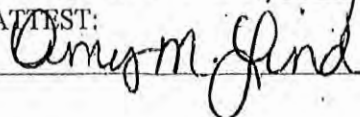
EXECUTED ON: 6/12/17

By:   
Mayor, City Council

CITY OF AUBURN

And approved as to form 

ATTEST:





CITY OF ROCKLIN, a Municipal Corporation

EXECUTED ON April 11, 2017

By   
Mayor, City Council

And approved as to form:


 4/12/17  
City Attorney

ATTEST:


  
City Clerk

TOWN OF LOOMIS, a Municipal Corporation

EXECUTED ON 6/9/17

By   
Mayor, Town of Loomis

And approved as to form:

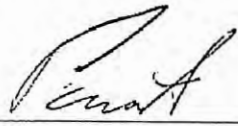
  
Town Attorney

ATTEST:


  
Town Clerk

CITY OF LINCOLN, a Municipal Corporation

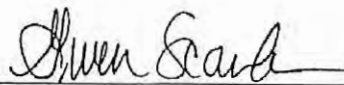
EXECUTED ON 6-27-2017

By   
Peter Gilbert, Mayor

And approved as to form:

  
Mona Ebrahimi, City Attorney

ATTEST:

  
Gwen Scanlon, City Clerk

# Before the Pioneer Community Energy Board, State of California

**In the matter of:** A RESOLUTION APPROVING  
AMENDMENT NO. 1 TO THE AMENDED AND  
RESTATED JOINT EXERCISE OF POWERS  
AGREEMENT FOR PIONEER COMMUNITY ENERGY  
EXPANDING PIONEER COMMUNITY ENERGY JOINT  
POWERS AUTHORITY MEMBERSHIP.

Resolution No.: 2020-25

The following Resolution was duly passed by the Pioneer Community Energy Board at a regular meeting held December 17, 2020, by the following vote on roll call:

AYES: Duncan, Karleskint, Burress, Dowdin Cavillo, Uhler, Holmes, Janda.

NOES: None.

ABSENT: None.

Signed and approved by me after its passage.

  
Chair, Board of the Governing Board

Attest:

  
Secretary

---

**WHEREAS**, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

**WHEREAS**, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

**WHEREAS**, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

**WHEREAS**, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

**WHEREAS**, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program (the "CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

**WHEREAS**, on July 17, 2017 the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

**WHEREAS**, both El Dorado County and the City of Placerville expressed a desire to join Pioneer for the purpose of participating in Pioneer's Community Choice Aggregation Program ("CCA Program"); and

**WHEREAS**, the Placerville City Council and El Dorado County Board of Supervisors both took appropriate steps toward offering CCA service within their respective communities, adopting requisite resolutions and ordinances at duly noticed meeting of the municipalities' governing councils; and

**WHEREAS**, an impact assessment was performed to analyze the feasibility of expanding Pioneer's CCA Program service territory into unincorporated El Dorado County and the City of Placerville, the results of which showed such an expansion to be beneficial to both existing Pioneer ratepayers, and potential ratepayers in El Dorado County and the City of Placerville; and

**WHEREAS**, each existing Voting Member has adopted respective resolutions approving Amendment No. 1 to the Amended and Restated JPA to provide for El Dorado County and the City of Placerville to become Voting Members pursuant to the requirements of the Amended and Restated JPA; and

**WHEREAS**, the Board of Supervisors of the County of El Dorado and the City Council of the City of Placerville have adopted respective resolutions approving the Amended and Restated JPA and Amendment No. 1 to the Amended and Restated JPA; and

**WHEREAS**, pursuant to section 8 of the Amended and Restated JPA, an amendment requires an affirmative vote of at least two-thirds of the Pioneer Board Members; and

**WHEREAS**, Pioneer provided written notice to each Voting Member 30 days prior to the date the Pioneer Board intended to vote on an amendment to the Amended and Restated JPA as required by section 19 of the Amended and Restated JPA; and

**WHEREAS**, to these ends, the Pioneer Board desires to approve Amendment No. 1 to the Amended and Restated JPA to provide for El Dorado County and the City of Placerville to become Voting Members under the Amended and Restated JPA for Pioneer Community Energy conditioned on and effective upon receipt of certification of Addendum No. 1 to the Implementation Plan and Statement of Intent from the California Public Utilities Commission.

**BE IT RESOLVED**, the Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.
2. This Amendment No. 1 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides for admission of El Dorado County and the City of Placerville as Voting Members.

3. The City Council hereby approves Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy under the Joint Powers Law, in the form attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the Board.
4. This Resolution shall take effect upon receipt of certification of Addendum No. 1 to the Implementation Plan and Statement of Intent from the California Public Utilities Commission.

Exhibit: Amendment No. 1 to the Amended and Restated JPA

**AMENDMENT NO. 1 TO THE AMENDED AND RESTATED JOINT EXERCISE  
OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY  
[FORMERLY SIERRA VALLEY ENERGY]**

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, all public entities of the State of California. By this Amendment it becomes the Joint Exercise of Powers Agreement by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the TOWN OF LOOMIS, the CITY OF LINCOLN, the CITY OF ROCKLIN, and the County of El Dorado and the City of Placerville who become signatories to this Amendment (the "New Voting Members", and together with the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, the "Voting Members"), as well as those local agencies that become signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into a Joint Exercise of Powers Agreement (hereafter "Original JPA") for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended and Restated JPA was to allow for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a first time to add the County of El Dorado and the City of Placerville as Voting Members.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.A shall be replaced by the following:



## Section 5. Governance and Internal Organization

- A. Governing Board. The governing body of the Authority shall consist of up to a nine (9) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Rocklin, Lincoln, Placerville and the Town of Loomis that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, the Board of Supervisors from El Dorado County, and the City/Town Councils set out above shall respectfully appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board or committee whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

2. Section 10.D shall be replaced by the following:

### Section 10. Implementation Action and Authority Documents

- D. Implementation Plan and Statement of Intent. The Authority shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2 and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided in Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take action to approve membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.



3. Counterparts.

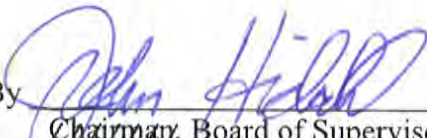
This Amendment may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed or scanned copy of the executed signature page shall be sufficient to cause the terms of this Amendment to become fully operative. The effective date of this Amendment shall be the date it is approved by the Pioneer Board.

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

COUNTY OF EL DORADO, a political  
subdivision

By

  
Chairman, Board of Supervisors  
John Hidahl, First Vice Chair

And approved as to form




ATTEST:

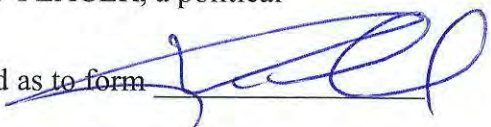


**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

COUNTY OF PLACER, a political  
subdivision

By   
Chairman, Board of Supervisors

And approved as to form 

ATTEST:



**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

By  Auburn  
Mayor, City Council

CITY OF AUBURN, a Municipal Corporation

And approved as to form Mary Bell

ATTEST:

Amy Gird, City Clerk


**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form 

By   
Mayor, City Council


ATTEST: 


**SIGNATURES CONTINUED ON NEXT PAGE.**

EXECUTED ON

CITY OF LINCOLN, a Municipal Corporation

And approved as to form 12/15/20

By   
Mayor, City Council

ATTEST:  


**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON December 11, 2020 CITY OF PLACERVILLE, a Municipal Corporation

By Michael Sanguoso  
Mayor, City Council

And approved as to form John Driscoll  
P.P. & S.


ATTEST:  
E. A. Strawn

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved, as to form:

By   
Jill Gayaldo, Mayor, City Council

  
Sheri Chapman, City Attorney

ATTEST:

  
Hope Ithurnburn, City Clerk

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

By *Jim Clark - Clerk*  
Mayor, Town Council

*Mitchell*  
TOWN OF LOOMIS, a Municipal Corporation

And approved as to form \_\_\_\_\_

ATTEST:

*Crickitt Strick*



# Before the Governing Board of Pioneer Community Energy

**In the matter of: A RESOLUTION APPROVING  
AMENDMENT NO. 2 TO THE AMENDED AND  
RESTATED JOINT EXERCISE OF POWERS  
AGREEMENT FOR PIONEER COMMUNITY ENERGY  
REMOVING THE WEIGHTED VOTE PROVISIONS.**

Resolution No.: 2021-3

The following Resolution was duly passed by the Governing Board of Pioneer Community Energy at a regular meeting held January 21, 2021, by the following vote on roll call:

Ayes: Duncan, Gore, Dowdin Calvillo, Janda, Holmes.

Noes: None.

Absent: Karleskint, Mendoza.

Signed and approved by me after its passage.

  
Chair of the Governing Board

Attest:

  
Secretary

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WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program (the "CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017 the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, an amendment to the Amended and Restated JPA requires the affirmative vote of at least two-thirds of the Board Members pursuant to Section 8.A of the Amended and Restated JPA; and

WHEREAS, the Governing Board wishes to amend the Amended and Restated JPA a second time to remove those provisions allowing for or referencing a weighted vote based on calculated voting shares.

BE IT RESOLVED, the Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.
2. This Amendment No. 2 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy eliminates the provision allowing for a weighted vote based on calculated voting shares and related references to a weighted vote.
3. The Governing Board hereby approves Amendment No. 2 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy under the Joint Powers Law, in the form attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment No. 2 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the Governing Board.
4. This Resolution shall take effect immediately upon its adoption.

Exhibit: Amendment No. 2 to the Amended and Restated JPA

**AMENDMENT NO. 2 TO THE AMENDED AND RESTATED JOINT EXERCISE  
OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY  
[FORMERLY SIERRA VALLEY ENERGY]**

THIS AMENDMENT (hereafter “Amendment”) amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter “Amended and Restated JPA”) with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, all public entities of the State of California, (the “Voting Members”), as well as those local agencies that become signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the “Members”).

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into a Joint Exercise of Powers Agreement (hereafter “Original JPA”) for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended and Restated JPA was to allow for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a second time to remove those provisions allowing for or referencing a weighted vote based on calculated voting shares.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.C shall be replaced by the following:
  - C. Powers and Functions of the Board. The Board will exercise governance, policy guidance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. Action by the Authority Board will be taken by majority vote of the Board Members present.

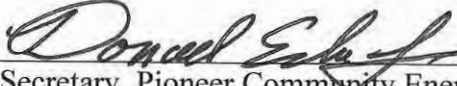
2. Section 8.D shall be removed in its entirety.
3. Section 15.D shall be replaced by the following:
- D. Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed to each Voting Member based on Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Voting Member's respective jurisdiction, and "Total Annual Energy" means the sum of all the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, the distribution will be made pursuant to the above calculation as it relates to the respective jurisdiction.

IN WITNESS WHEREOF, the Governing Board of Pioneer Community Energy has approved this Amendment No. 2 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON 1-27-2021

Approved as to form Elise Nelson

By   
Chair, Pioneer Community Energy  
Governing Board

ATTEST:  
  
Secretary, Pioneer Community Energy  
Governing Board

## Before the Governing Board of Pioneer Community Energy

**In the matter of: A RESOLUTION APPROVING  
AMENDMENT NO. 3 TO AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT FOR  
PIONEER COMMUNITY ENERGY REMOVING THE  
REQUIREMENT THE PLACER COUNTY TREASURER  
AND AUDITOR-CONTROLLER SHALL SERVE AS  
TREASURER AND AUDITOR-CONTROLLER AND  
ALLOWING THE GOVERING BOARD TO APPOINT  
THE TREASURER AND AUDITOR-CONTROLLER  
FOR PIONEER COMMUNITY ENERGY.**

Resolution No.: 2021-16

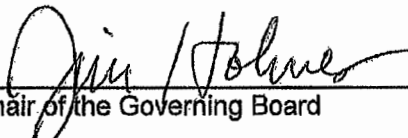
The following Resolution was duly passed by the Governing Board of Pioneer Community  
Energy at a regular meeting held April 15, 2021, by the following vote on roll call:

Ayes: Dowdin Calvillo, Duncan, Fatula, Hidahl, Janda, Jones, Karleskint, Saragosa, Holmes.

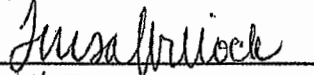
Noes: None.

Absent: None.

Signed and approved by me after its passage.

  
Chair of the Governing Board

Attest:

  
Secretary

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WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between  
the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of  
providing a financing conduit and program expansions platform for the mPower Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load,  
to purchase and supply electricity for themselves and customers within their jurisdictions, by  
providing a Community Choice Aggregation Program, pursuant to California Public Utilities  
Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program ("CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename the brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, an amendment to the Amended and Restated JPA requires the affirmative vote of at least two-thirds of the Board Members pursuant to Section 8 A of the Amended and Restated JPA; and

WHEREAS, the Governing Board wishes to amend the Amended and Restated JPA a third time to remove the requirement the Placer County Treasurer and Placer County Auditor-Controller serve as the Treasurer and Auditor-Controller for Pioneer Community Energy and allow the Governing Board to appoint the Treasurer and Auditor-Controller for Pioneer Community Energy in compliance with California Government Code section 6500 *et seq.*; and

WHEREAS, pursuant to section 6505.6 of the Government Code the Board is authorized to combine the offices of treasurer and auditor to be held by one officer or employee as appointed by the Board; and

WHEREAS, the Governing Board desires the incumbent Treasurer and Auditor Controller shall serve until such time the Board appoints a successor,

BE IT RESOLVED, the Governing Board of Pioneer Community Energy, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.
2. This Amendment No. 3 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy removes the requirement the Placer County Treasurer and Placer County Auditor-Controller serve as the Treasurer and Auditor-Controller for Pioneer Community Energy and allows the Governing Board to appoint the Treasurer and the Auditor-Controller for Pioneer Community Energy including the authority to combine both offices to be held by one officer or employee in compliance with California Government Code section 6500 *et seq.*.
3. The Governing Board hereby approves Amendment No. 3 to the Amended and Restated Joint Powers Agreement for Pioneer Community as attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment No. 3 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the Governing Board.
4. This Resolution shall take effect immediately upon its adoption.

Exhibit A: Amendment No. 3 to the Amended and Restated JPA



**AMENDMENT NO. 3 TO THE AMENDED AND RESTATED JOINT EXERCISE OF  
POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY  
(FORMERLY SIERRA VALLEY ENERGY)**

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, , and as executed pursuant to Amendment No.1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE, all public entities of the State of California, (the "Voting Members") as wells as those local agencies that became signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

WHEREAS, on September 9, 2015, the COUNTY OF PLACER and the CITY OF COLFAX, entered into a Joint Exercise of Powers Agreement (hereafter "Original JPA") for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended and Restated JPA was to allow for the establishment of a Community Choice Aggregation Program within the jurisdiction of the Voting Members; and

WHEREAS, Resolution 2017-3 of the Sierra Valley Clean Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA became effective March 9, 2021 and authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a third time to remove the requirement the Placer County Treasurer and Placer County Auditor-Controller serve as the Treasurer and Auditor-Controller of Pioneer Community Energy and to allow the Governing Board to appoint the Treasurer and Auditor in compliance with California Government Code section 6500 *et seq.*

NOW THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 7 shall be removed and replaced with the following:
- 7 Treasurer and Auditor-Controller. The Governing Board shall appoint a Treasurer for the Authority. The Treasurer shall be the depository of the Authority and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Governing Body shall appoint an Auditor-Controller for the Authority in compliance with the Act. The Auditor-Controller of the Authority shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. The authority of the Board to appoint a Treasurer and Auditor/Controller shall include the authority to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

IN WITNESS WHEREOF, the Governing Board of Pioneer Community Energy has approved this Amendment No. 3 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

And approved as to form E-SIGNED by Elise Nelson on 2021-04-22 10:24:24 PDT April 22, 2021

By   
Chair, Pioneer Community Energy  
Governing Board

ATTEST:

  
Secretary, Pioneer Community Energy  
Governing Board



# Before the Governing Board of Pioneer Community Energy

**In the matter of: A Resolution Approving Amendment No. 4 to the Amended and Restated Joint Exercise of Powers Agreement ("JPA") for Pioneer Community Energy to Amend the Limitations on Power Designation in the Joint Powers Agreement**

Resolution No.: 2022-4

The following Resolution was duly passed by the Governing Board of Pioneer Community Energy at a regular meeting held January 20, 2022, by the following vote on roll call:

Ayes: Dowdin Calvillo, Duncan, Heathcock, Hidahl, Holmes, Janda, Jones, Karleskint, Saragosa.

Noes: None.

Absent: None.

Signed and approved by me after its passage.

  
Chair of the Governing Board

Attest:

  
Secretary

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WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax, as a joint powers agency pursuant to the Joint Exercise of Powers Act (Government Code Sections 65000 et seq.): and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansions platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program ("CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename the brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, Section 8.A of the Amended and Restated JPA requires the affirmative vote of at least two-thirds of the Board Members of Pioneer; and

WHEREAS, the Governing Board has previously approved three amendments to the Amended and Restated JPA; and

WHEREAS, pursuant to Government Code Section 6509, the manner in which Pioneer exercises its power is subject to the restrictions upon the manner of exercising power of one of the member agencies, as designated in the Amended and Restated JPA; and

WHEREAS, the Governing Board wishes to amend the Amended and Restated JPA a fourth time to change the member agency identified for purposes of Government Code Section 6509 from the County of Placer to the City of Colfax; and

WHEREAS, consistent with Section 19 of the Amended and Restated JPA, Pioneer provided written notice of the proposed fourth amendment to each Voting Member at least 30 days prior to the date the Governing Board intended to vote on the amendment.

BE IT RESOLVED, the Governing Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.
2. This Amendment No. 4 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides that, for purposes of Government Code Section 6509, the powers of Pioneer Community Energy shall be exercised subject to the limitations on the manner of exercising such powers as are imposed on the City of Colfax, rather than the County of Placer.
3. The Governing Board hereby approves Amendment No. 4 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy, in the form attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment No. 4 to the Amended and Restated JPA for Pioneer Community Energy in the name and on behalf of the Board.
3. This Resolution shall take effect immediately upon its adoption.

Exhibit A: Amendment No. 4 to the Amended and Restated JPA

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED JOINT EXERCISE OF  
POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY (FORMERLY  
SIERRA VALLEY ENERGY)**

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, and as executed pursuant to Amendment No. 1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE, all public entities of the State of California, (the "Voting Members") as wells as those local agencies that became signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members"); and

WHEREAS, on September 9, 2015, the COUNTY OF PLACER and the CITY OF COLFAX, entered into a Joint Exercise of Powers Agreement (hereafter "Original JPA") for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended and Restated JPA was to allow for the establishment of a Community Choice Aggregation Program within the jurisdiction of the Voting Members; and

WHEREAS, Resolution 2017-3 of the Sierra Valley Clean Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, Amendment No. 2 to the Amended and Restated JPA, which was approved by the Governing Board on January 21, 2021, eliminated the provision allowing for a weighted vote based on calculated voting shares and related references to a weighted vote; and

WHEREAS, Amendment No. 3 to the Amended and Restated JPA, which was approved by the Governing Board on April 15, 2021, removed the requirement that the Placer County Treasurer and Placer County Auditor-Controller serve as the Treasurer and Auditor-Controller of Pioneer, and allowed the Governing Board to appoint the Treasurer and Auditor in compliance with Government Code Section 6500 *et seq.*; and

WHEREAS, the Governing Board desires to amend the Amended and Restated JPA a fourth time to provide that, for purposes of Government Code Section 6509, the powers of Pioneer Community Energy shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Colfax, rather than the County of Placer.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. The final sentence of the first paragraph under Section 4 (Powers) shall be amended to read:  
  
“As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.”
2. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Governing Board of Pioneer Community Energy has approved this Amendment No. 4 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON: January 25, 2012 Approved as to form: \_\_\_\_\_

By:   
Chair, Pioneer Community Energy  
Governing Board

ATTEST:  
  
Secretary, Pioneer Community Energy  
Governing Board

WHEREAS, the Governing Board desires to amend the Amended and Restated JPA a fourth time to provide that, for purposes of Government Code Section 6509, the powers of Pioneer Community Energy shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Colfax, rather than the County of Placer.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. The final sentence of the first paragraph under Section 4 (Powers) shall be amended to read:

“As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.”

2. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Governing Board of Pioneer Community Energy has approved this Amendment No. 4 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

E-SIGNED by Casey Strong  
on 2022-01-28 11:55:06 PST

ATTEST:

By: \_\_\_\_\_  
Chair, Pioneer Community Energy  
Governing Board

\_\_\_\_\_  
Secretary, Pioneer Community Energy  
Governing Board



# Before the Governing Board of Pioneer Community Energy

**In the matter of: RESOLUTION APPROVING  
AMENDMENT NO. 5 TO THE AMENDED AND  
RESTATED JOINT EXERCISE OF POWERS  
AGREEMENT FOR PIONEER COMMUNITY  
ENERGY EXPANDING PIONEER COMMUNITY  
ENERGY'S JOINT POWERS AUTHORITY  
MEMBERSHIP**

Resolution No. 2022-26

The following Resolution was duly passed by the Governing Board of Pioneer Community Energy at a regular meeting held November 17, 2022, by the following vote on roll call:

Ayes: Dowdin Calvillo, Duncan, Heathcock, Hidahl, Thomas.

Noes: None.


Absent: Holmes, Janda, Jones, Karleskint.

Signed and approved by me after its passage.



Chair of the Governing Board

Attest:

  
Secretary

---

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation (the "CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, on December 17, 2020, the Governing Board approved Amendment No. 1 to the JPA to authorize the City of Placerville and Unincorporated El Dorado County to become Voting Members; and

WHEREAS, both the Cities of Grass Valley and Nevada City expressed a desire to join Pioneer for the purpose of participating in Pioneer's Community Choice Aggregation Program ("CCA Program"); and

WHEREAS, the Grass Valley and Nevada City Councils both took appropriate steps toward offering CCA service within their respective communities, adopting requisite resolutions and ordinance at duly noticed meeting of the municipalities' governing councils; and

WHEREAS, an impact assessment was performed to analyze the feasibility of expanding Pioneer's CCA Program service territory into the Cities of Grass Valley and Nevada City, the results of which showed such an expansion to be beneficial to both existing Pioneer ratepayers, and potential ratepayers in the Cities of Grass Valley and Nevada City; and

WHEREAS, each existing Voting Member has adopted respective resolutions approving Amendment No. 5 to the Amended and Restated JPA to provide for the Cities of Grass Valley and Nevada City to become Voting Members pursuant to the requirements of the Amended and Restated JPA; and

WHEREAS, the City Councils of the Cities of Grass Valley and Nevada City have adopted respective resolutions approving the Amended and Restated JPA and Amendment No. 5 to the Amended and Restated JPA; and

WHEREAS, pursuant to section 8 of the Amended and Restated JPA, an amendment requires an affirmative vote of at least two-thirds of the Pioneer Board Members; and

WHEREAS, Pioneer provided written notice to each Voting Member 30 days prior to the date the Pioneer Board intended to vote on an amendment to the Amended and Restated JPA as required by section 19 of the Amended and Restated JPA; and

WHEREAS, to these ends, the Pioneer Board desires to approve Amendment No. 5 to the Amended and Restated JPA to provide for the Cities of Grass Valley and Nevada City to become Voting Members under the Amended and Restated JPA for Pioneer Community Energy conditioned on an effective upon receipt of certification of Addendum No. 2 to the Implementation Plan and Statement of Intent from the California Public Utilities Commission.

BE IT RESOLVED, the Governing Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.
2. This Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides for admission of the Cities of Grass Valley and Nevada City as Voting Members.
3. The Pioneer Community Energy Board of Directors hereby approves Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy under Joint Powers Law, in the form attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment



No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the Board.

4. Pioneer Staff is hereby authorized to file Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy with the Secretary of State, LAFCos with jurisdiction over Pioneer's service territory, and to take all other necessary steps to implement Amendment No. 5.

5. This Resolution shall take effect immediately upon its adoption.

Exhibit A: Amendment No. 5 to the Amended and Restated JPA

**AMENDMENT NO. 5 TO THE AMENDED AND RESTATED JOINT EXERCISE  
OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY**

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, and as executed pursuant to Amendment No. 1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE all public entities of the State of California. By this Amendment the City of Nevada City and the City of Grass Valley (collectively, the "New Voting Members") become signatories to the Amended and Restated JPA.

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code Section 6500, et seq.; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a fifth time to add the City of Nevada City and the City of Grass Valley as Voting Members.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.A shall be replaced by the following:

Section 5. Governance and Internal Organization


- A. Governing Board. The governing body of the Authority shall consist of up to a eleven (11) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Grass Valley, Rocklin, Lincoln, Nevada City, Placerville and the Town of Loomis that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, the Board of Supervisors from El Dorado County, and the City/Town Councils set out above shall respectfully appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board or committee whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

2. Effective Date. This Amendment shall take effect and become operative after the Cities of Grass Valley and Nevada City each approve and sign the Amendment and after the CPUC certifies the Implementation Plan filed by Pioneer to include the Cities of Grass Valley and Nevada City.
3. Counterparts. This Amendment may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed or scanned copy of the executed signature page shall be sufficient to cause the terms of this Amendment to become fully operative. The effective date of this Amendment shall be the date it is approved by the Pioneer Board.
4. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

By   
Chairman, Board of Supervisors

COUNTY OF EL DORADO, a political  
subdivision

And approved as to form

10/25/2022

ATTEST:



**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

COUNTY OF PLACER, a political  
subdivision

By Cody Gustafson  
Chairman, Board of Supervisors

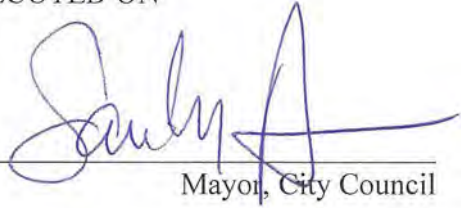
And approved as to form \_\_\_\_\_

ATTEST:  
Meepan Wanc

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

By


  
Mayor, City Council

CITY OF AUBURN, a Municipal Corporation

And approved as to form

  
Gary Bell, City Attorney

ATTEST:

  
Amy Lind, City Clerk

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form

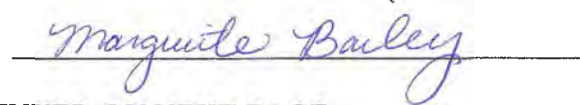


By



City Manager, Wes Heathcock

ATTEST:



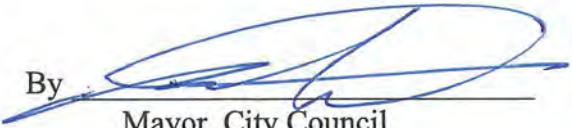
**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF GRASS VALLEY, a Municipal  
Corporation

And approved as to form DAIR RUCOR

By

  
\_\_\_\_\_  
Mayor, City Council

ATTEST:

  
\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**



EXECUTED ON

CITY OF LINCOLN, a Municipal Corporation

And approved as to form

By

Pauly Andreatta  
Mayor, City Council

ATTEST:

Sven Garlon

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON:  
October 11, 2022

By   
Mayor, Town Council

TOWN OF LOOMIS, a Municipal Corporation And

approved as to form




Town Manager

ATTEST:

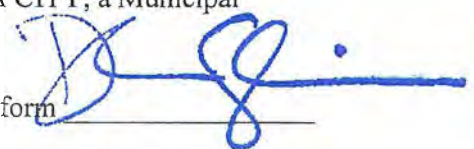


Deputy Town Clerk

EXECUTED ON

By   
Mayor, City Council

CITY OF NEVADA CITY, a Municipal  
Corporation

And approved as to form 

ATTEST:



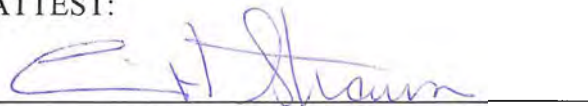
**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF PLACERVILLE, a Municipal Corporation

By   
Mayor, City Council

And approved as to form 

ATTEST:  


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EXECUTED ON

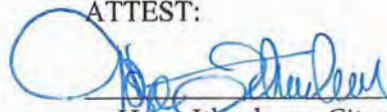
CITY OF ROCKLIN, a Municipal Corporation

And approved as to form

  
Sheri Chapman, City Attorney

By   
Mayor, City Council

ATTEST:

  
Hope Ithurnburn, City Clerk

**SIGNATURES CONTINUED ON NEXT PAGE**



**City of Willows  
Ordinance 763-2025**

**AN ORDINANCE OF THE WILLOWS CITY COUNCIL AUTHORIZING THE IMPLEMENTATION OF A  
COMMUNITY CHOICE AGGREGATION PROGRAM IN THE CITY OF WILLOWS**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA,  
DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** The City Council hereby finds and determines as follows:

1. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and
2. On September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and
3. The California Public Utilities Commission certified the “Implementation Plan” of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and
4. On February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and
5. Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy (“Pioneer”), as it is known today; and
6. Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and

7. Currently electricity is generated and provided to the residents of the City of Willows by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City of Willows.
8. The City of Willows finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E.
9. In October of 2024, the City of Willows and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of the City of Willows into the service area of Pioneer.
10. Contingent on completion of those discussions and studies, the City of Willows believes joining Pioneer will provide financial and other advantages to businesses and residents of the Territory.
11. The Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction under California Public Utilities Code section 366.2.
12. The City of Willows finds that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a “project” since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

**SECTION 2:** The City Council the City of Willows authorizes the implementation of a Community Choice Aggregation Program within the areas currently served by PG&E through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the City of Willows expressing the City’s desire to become a member of Pioneer, (c) approval of Pioneer Community Energy’s Amended and Restated Joint Exercise of Powers Agreement, as amended, by the Territory, (d) approval by the Governing Board of Pioneer Community Energy of the membership of the City of Willows, and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the City of Willows.

**SECTION 3:** The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the City Council of the City of Willows declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this



Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

**SECTION 4:** This Ordinance shall take effect and be in full force thirty (30) days from and after introduction and adoption, and before the expiration of fifteen (15) days after its passage it shall be published once, with the names of the members of the City Council voting for and against same in the Valley Mirror, a newspaper of general circulation printed and published in the City of Willows area.

**INTRODUCED** first reading on the 11<sup>th</sup> day of February 2025.

**PASSED AND ADOPTED** by the City Council of the City of Willows this 25<sup>th</sup> day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTESTED:**

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Evan Hutson, Mayor

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Karleen Price, City Clerk

**CITY OF WILLOWS  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN**, that the City Council of the City of Willows will conduct a public hearing pursuant to Government Code Section 36933 on Tuesday, February 11, 2025, at 6:00 p.m. in Council Chambers at the Willows Civic Center, located at 201 North Lassen Street, to receive comments regarding the Council's consideration of an Ordinance titled as follows:

**AN ORDINANCE OF THE WILLOWS CITY COUNCIL AUTHORIZING THE  
IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN  
THE CITY OF WILLOWS**

Summary of Ordinance:

The Willows City Council will hold a public hearing to consider Ordinance 763-2025, which proposes implementing a Community Choice Aggregation Program within the areas currently served by PG&E and allowing the City of Willows to buy electricity for its residents and businesses from an alternative energy supplier, Pioneer Community Energy. The public is invited to attend and be heard. Documentation pertaining to the above item is available for review in the City Clerk's office at City Hall.



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# DISCUSSION & ACTION CALENDAR



Date: February 11, 2025

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: Street Banner Program – Year 3 Banner Refresh

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**Recommendation:**

Receive staff presentation and provide direction on approach to “refreshing” the downtown street banners for the third and final year of the CGI Street Banner Program contract.

**Rationale for Recommendation:**

Under the three-year CGI Street Banner Program, the city is strongly encouraged to annually update its street banner designs. This is the third and final year of the CGI contract and time to consider refreshing the banners one last time.

**Background:**

In October 2021, the City Council directed City staff to work with the Architectural Design Review Board (ADRB), a subcommittee of the Planning Commission, to develop and recommend to the Council street banner designs for the City’s new Street Banner Program. To that end, the ADRB convened and discussed this topic several times, ultimately narrowing the options to three design themes for Council consideration.

At the May 10, 2022, City Council meeting, the themes and designs were presented with a recommendation from the ADRB to adopt the theme, “Find your Refuge” that included five different banner designs incorporating the theme. Upon review of the three themes and hearing the recommendation, the Council selected the ADRB’s recommended theme – “Find your Refuge.”

After Council approval of the final theme, former Planning Commissioner Chair, Hilgard Muller, designed and presented the five final banner designs to the Planning Commission on June 15, 2022. The Commission unanimously approved the presented final designs and images and recommended them to the Council.

As part of the three-year contract with CGI, it is anticipated that street banner design will change or be updated each year. To that end, CGI met with city staff in late 2023 and early 2024 to update the street banner designs. After discussing changes with the Planning Commission and Council, the design layout was changed. However, the slogan (e.g., “Find Your Refuge”) and artwork remained the same.

**Discussion & Analysis:**

Now, it is the final year of the Street Banner Program and contract with CGI. As part of the contract, CGI is recommending and requesting that the City change or edit the banner design. As an example, Attachment 1 shows samples of other designs that CGI has completed in other cities.

Staff recommend that, at a minimum, the city make limited design changes to the banner designs in an effort to fulfill the explicit intention with CGI (e.g., street banner designs would change annually). To that end, staff also recommend that one of the following three approaches be undertaken to complete the assignment and make limited changes to the banner designs:

- **Option A:**  
City staff work directly with CGI, vet designs and recommend designs to the Council for final approval.
- **Option B:**  
Appoint a Council Ad Hoc Committee to work with CGI and city staff to vet designs and make a recommendation to the full Council.
- **Options C:**  
Appoint interested members of the community to a short-term Ad Hoc Committee to work with CGI and city staff, vet designs and make a recommendation to the full Council for final approval.

After conferring with the Council, it would seem that there are “two votes” to leave the banners as is and make no changes. There are possibly “two votes” for Option C and “One vote” for Option A.

Based on availability and time to manage this project, staff recommends that staff work directly with CGI to only change the images and leave the theme and slogan – “Find your refuge in historic Willows” – and the format/layout as is. Again, this would fulfill the spirit and intent of the agreement with CGI with the contract ending in 2026.

**Consistency with Council Priorities and Goals:**

The Street Banner Program is consistent with the Council’s Priority #2: Economic Development, Goal #4: Improve City Appearances.

**Fiscal Impact:**

There is no fiscal impact to the City.

**Attachment:**

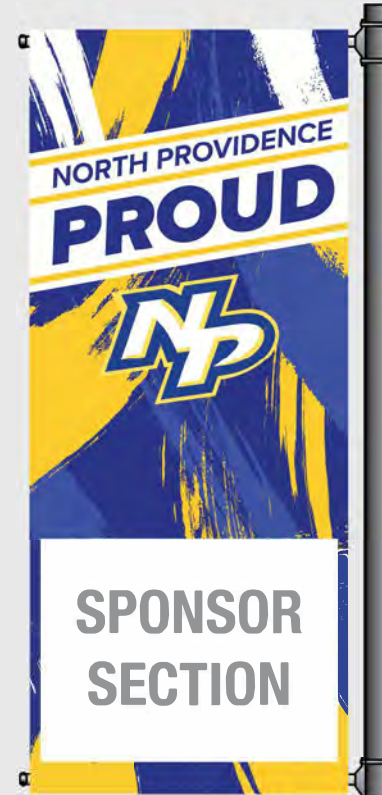
- Attachment 1: CGI Sample Street Banner Designs

# SINGLE BANNER DESIGN

## WHY USE A UNIFIED BANNER DESIGN?

Creating a single banner design is recommended by our years of experience with street banner programs. Below are pros and cons to a single banner display:

- Ensures a visually consistent message, and enhances brand recognition
- Viewers are more likely to remember and engage with a single, strong cohesive visual identity
- Allows for stronger visual impact and easy comprehension
- Captures attention effectively, convey a focused message without overwhelming viewers with disparate visuals
- Maximizes the opportunity for effective storytelling or conveying a specific call to action
- Concentrates efforts on one compelling design to better control the narrative and influence audiences perceptions
- Yields more impactful results in terms of engagement and brand recall
- Potential for visual monotony



EXAMPLE 1



EXAMPLE 2



EXAMPLE 3



EXAMPLE 4

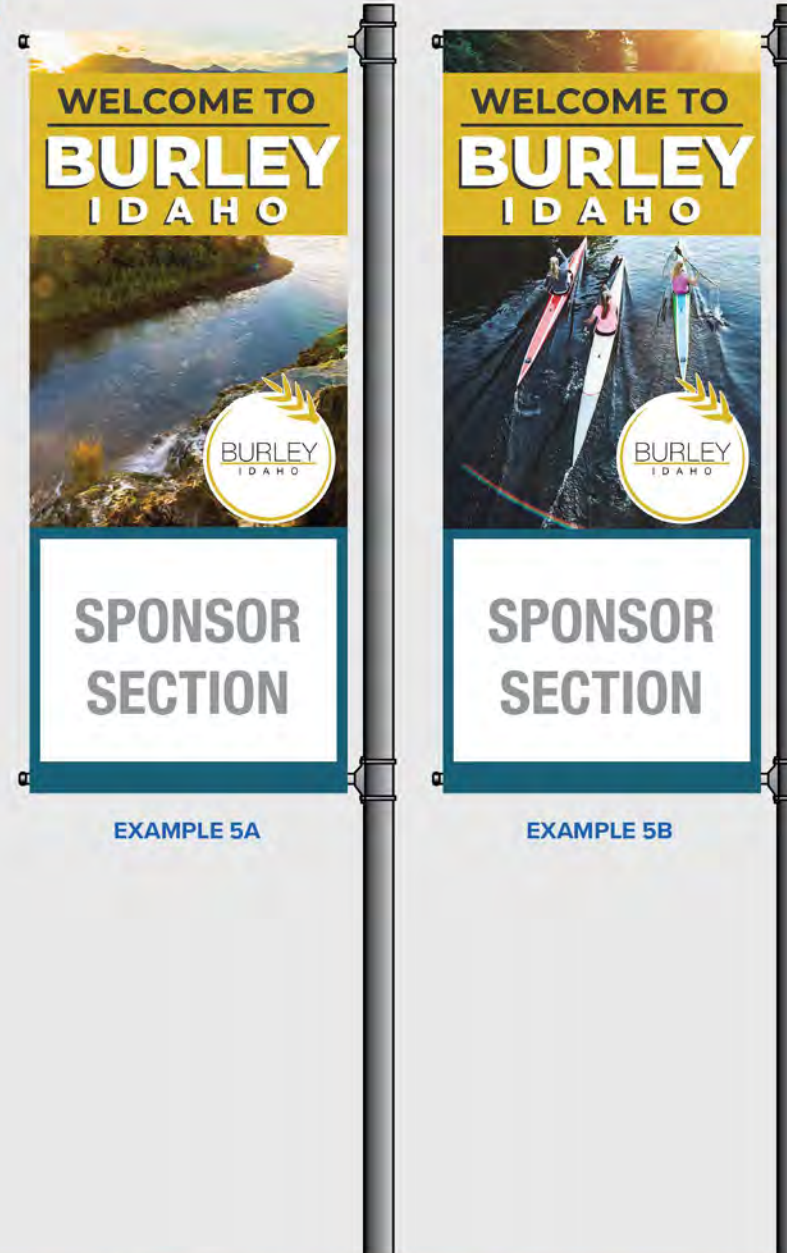


## WHY USE A THEMED BANNER PROGRAM?

Creating a themed banner design is recommended if there is a compelling reason and strong branding between the options. Below are pros and cons:

- Offers diversity and caters to a broader audience
- Allows for variation and can capture different aspects of a campaign or event, potentially appealing to a wider range of demographics
- Offers visual interest and prevents monotony, as viewers encounter fresh designs throughout their environment
- Can lead to fragmentation and dilution of the campaign's message, making it harder for viewers to grasp the intended narrative or call to action
- Can diminish brand recognition as multiple designs compete for attention, potentially reducing the overall impact and effectiveness of the visual message
- Balancing variety with coherence visual becomes crucial in ensuring that each design contributes positively to the campaign's objectives without overshadowing the main message

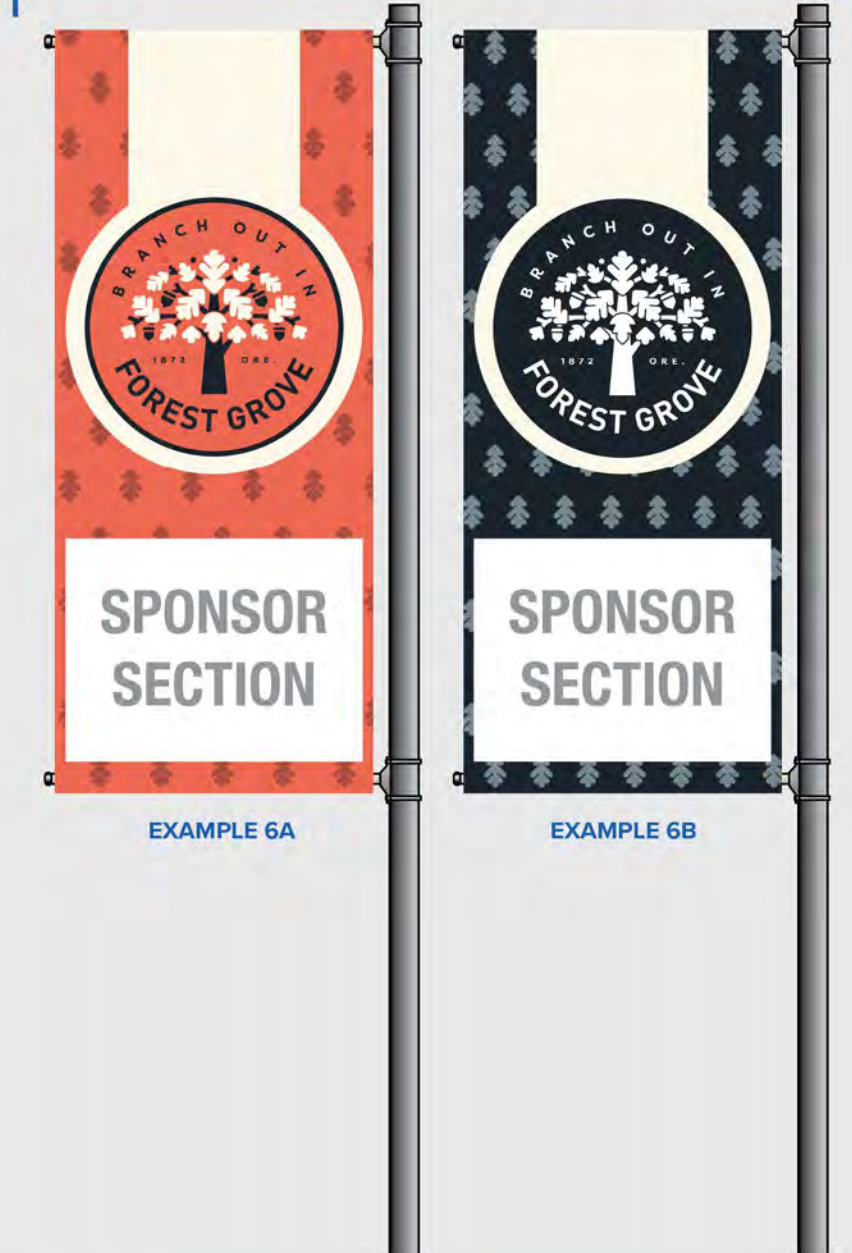
THEME 1



EXAMPLE 5A

EXAMPLE 5B

THEME 2



EXAMPLE 6A

EXAMPLE 6B



## STREET BANNER TIPS TO CONSIDER

### Tips to consider when choosing a street banner program:

Street banners are a great tool for communities, as they can give you a way to communicate with citizens and decorate your streets with impactful artwork. However, there are several aspects we need to consider if we want our banners to be both attractive and effective.



### 1 • CAN'T DECIDE ON ONE THEME?

Our Art Director can help walk you through some ideas that may streamline your ideas. [kkellman@cgicompany.com](mailto:kkellman@cgicompany.com) or 585-450-3227

### 2 • CHOOSING MORE THAN ONE BANNER OPTION:

This is not recommended and we offer a great solution!

Instead, you can use one of the themes you love for next years project rather than cluttering year one with too many ideas.

### 3 • LIMIT THE NUMBER OF THEMES:

Limiting the number of final options ensures coherence and clarity in the design. We encourage focus on one or two key themes that align with your community brand identity and target audience.



## 4 • CONSIDER FUTURE REBRANDING:

If your community is anticipating a rebrand, we caution against heavily relying on current brand elements. Instead, we suggest themes that are timeless or flexible, such as patriotic motifs or local artwork, which can easily transition into a new brand identity.

## 5 • DESIGNATE A SINGLE POINT OF CONTACT:

It's best to limit the number of stakeholders involved in the approval process. Too many opinions can lead to indecision and compromise the integrity of the design. Select a small, focused group of decision-makers who can provide constructive feedback efficiently. Alternatively, assign one person to oversee the design process who is well-versed in the community vision and a good representative to communicate all creative interests.

## 6 • AVOID OVER COMPLICATING DESIGNS:

Simplicity is of upmost importance and ensures clarity in design. Having too many elements can overwhelm the viewer and dilute the message. Prioritize a few impactful elements rather than overcrowding the design with unnecessary parts.

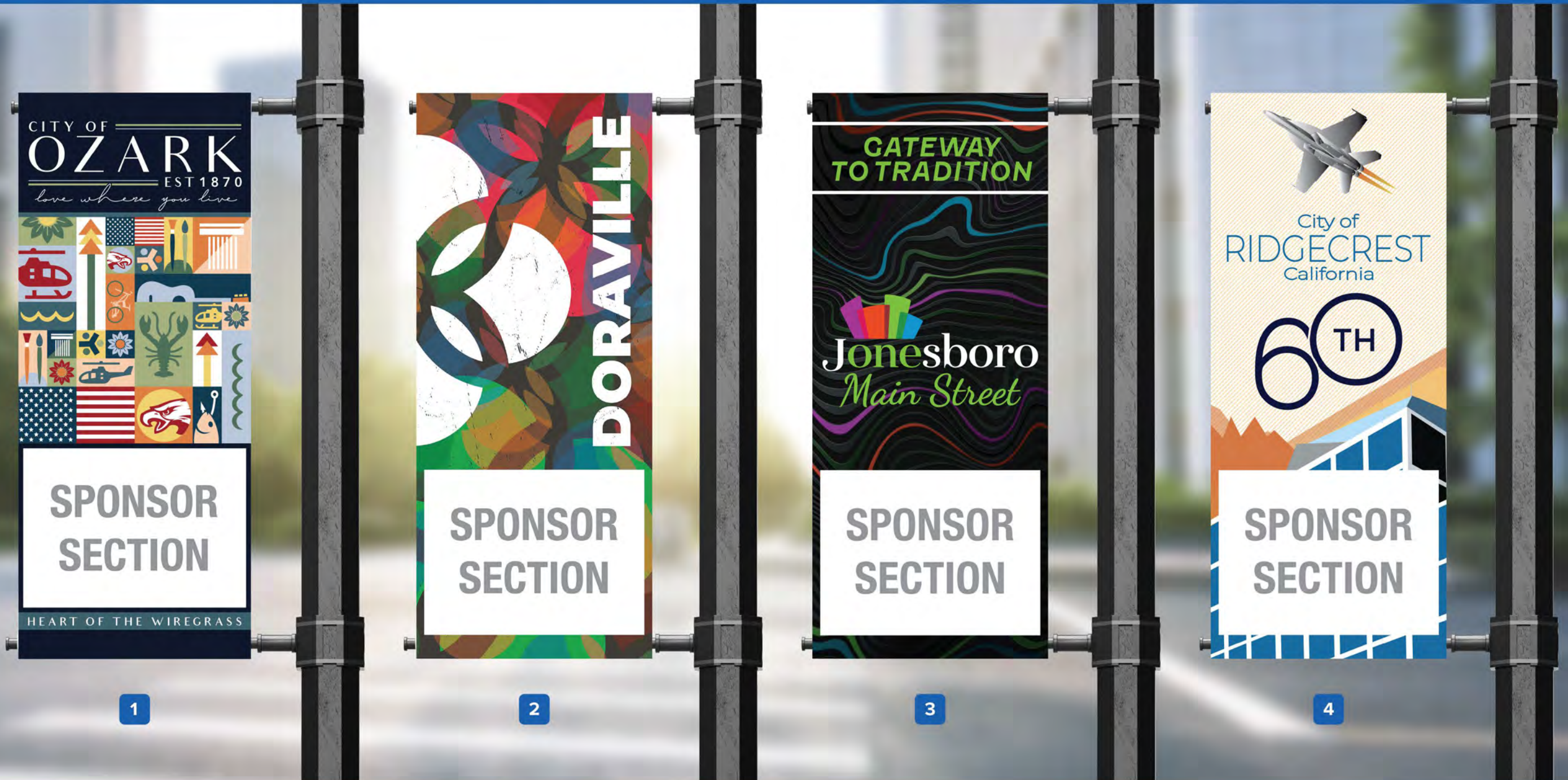
## 7 • PHOTO TIPS!

Choose images that are bold and simple for the best visual impact. Photos must have consensual use (ie. they cannot be pulled from the internet and used on banners without permission of the person who took the photo). If you have permission and the photo is large enough (100ppi at 30 inches wide) we can use it! Our design team can check your images for quality if you are not sure.

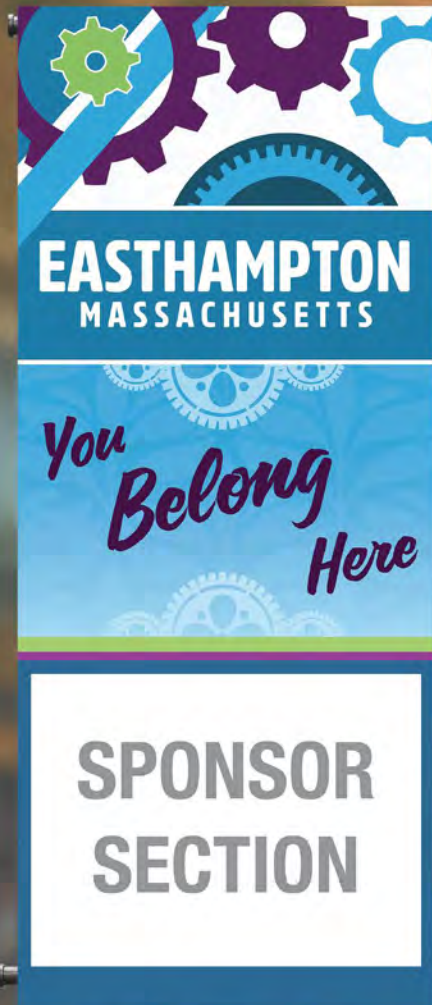
By following these suggestions, navigating the creative process is more effective, resulting in designs that are cohesive, impactful, and aligned with the communities brand objectives.











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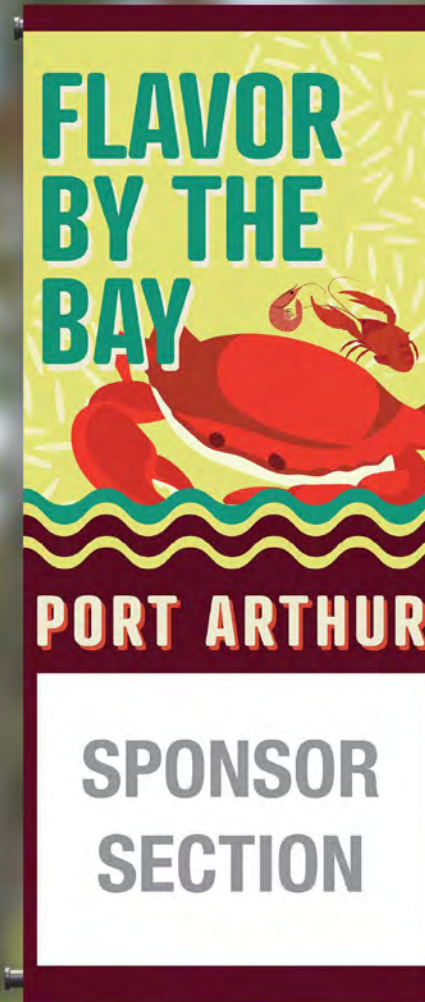




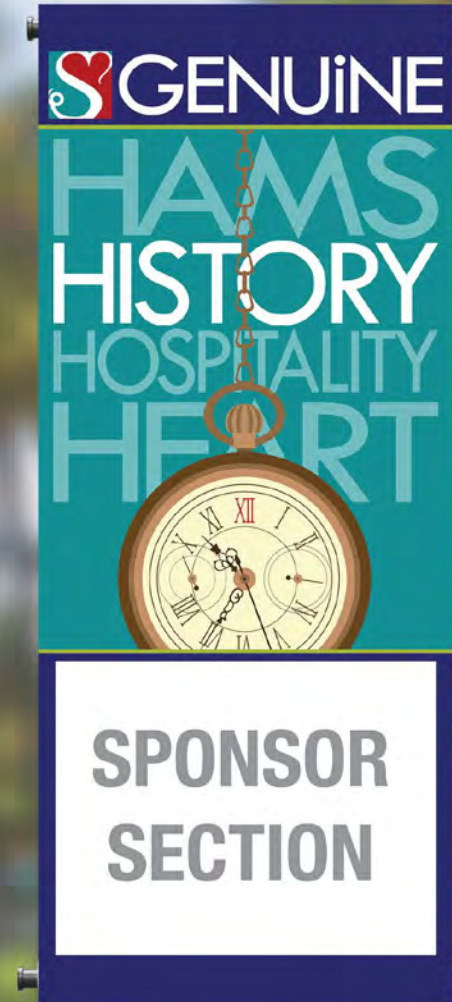
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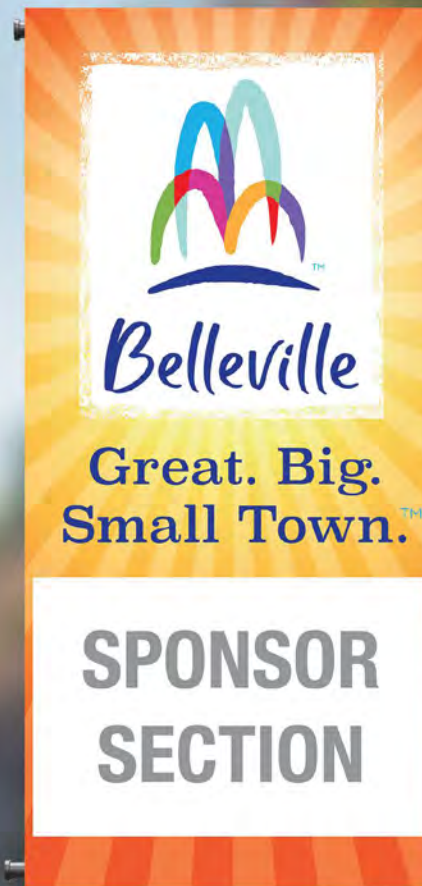




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# COMMENTS AND REPORTS





# CLOSED SESSION