

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Kim Douglass · Mayor Pro Tem Sean Lomen
Councilmembers Caroline McCully · Larry Hillberg · Trinity Burruss

REGULAR MEETING AGENDA

August 28, 2024
Regular Session 6:00 PM

You may access the meeting and address the Council by the following means:

ZOOM at

<https://us02web.zoom.us/j/84968570574>

Dial in by calling one of the numbers listed below and enter the Webinar ID:

849 6857 0574

1 669 900 6833 / 1 669 444 9171 / 1 719 359 4580 / 1 253 205 0468

View Only on Facebook Live on our City of Colfax page: City of Colfax, California.

You may also submit written comments to the City Clerk via email at city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council and made a part of the record.

1 **CLOSED SESSION (None)**

2 **OPEN SESSION**

2A. Call Open Session to Order

2B. Pledge of Allegiance

2C. Roll Call

2D. Approval of Agenda Order

This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.

Recommended Action: By motion, accept the agenda as presented or amended.

2E. Statement of Conflict of Interest

3 **CONSENT CALENDAR**

Matters on the Consent Calendar are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.

Recommended Action: Approve Consent Calendar

3A. Minutes

PP 4-7

Recommended Action: By Motion, approve the Colfax City Council minutes of 8/14/2024.

3B. Minutes

PP 8-9

Recommended Action: By Motion, approve the Colfax City Council minutes of 8/22/2024.



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

August 28, 2024

3C. Cash Summary – July 2024 PP 10-17
Recommended Action: Accept and File.

3D. Construction Support Contract Amendment with Wood Rodgers PP 18-38
Recommended Action: Adopt Resolution __-2024 authorizing an amendment to the existing contract with Wood Rodgers for Construction Management and Support for the SWRCB Construction Grant Projects.

3E. Revised Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy PP 39-103
Recommended Action: Adopt Resolution __-2024 Approving the Revised Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy

*** End of Consent Calendar ***

4 AGENCY REPORTS

- 4A. Placer County Sheriff's Office**
- 4B. California Highway Patrol**
- 4C. Placer County Fire Department/CALFIRE**
- 4D. Non-Profits**

5 PRESENTATION (None)

6 PUBLIC HEARING

Notice to the Public: City Council, when considering a matter scheduled for hearing, will take the following actions:

1. Presentation by Staff
2. Open the Public Hearing
3. Presentation, when applicable, by Applicant
4. Accept Public Testimony
5. When applicable, Applicant rebuttal period
6. Close Public Hearing (No public comment is taken, hearing is closed)
7. Council comments and questions
8. City Council Action

Public Hearings that are continued will be so noted. The continued Public Hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice.

6A. Short-Term Rental Ordinance and adoption of a Short-Term Rental Fee PP 104-120
Recommended Action: Introduce the proposed ordinance by title only, conduct a public hearing on the proposed ordinance and the proposed permit fees, waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for September 11, 2024, to be effective 30 days after adoption.

6B. MU-1 Zoning Code Amendment, Ground Floor Retail Ordinance PP 121-138
Recommended Action: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently Scheduled for September 11, 2024, to be effective 30 days after adoption.



7 **PUBLIC COMMENT**

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

8 **COUNCIL AND STAFF**

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

8A. **Committee Reports and Colfax Informational Items – All Councilmembers**

8B. **City Operations Update – City Manager**

9 **COUNCIL BUSINESS**

- 9A. **Agreement with Bureau Veritas North America – Building Inspection and Plan Check Services** ^{PP}
Recommended Action: Adopt Resolution __-2024 authorizing the City Manager to sign a three-year ¹³⁹⁻¹⁵³
agreement with Bureau Veritas North America to provide plan review, code enforcement, inspection,
and permit technician services with a possible two-year extension.

10 **GOOD OF THE ORDER**

Informal statements, observation reports and inquiries regarding the business of the City may be presented by Councilmembers under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.

10A. **Public Comment on Good of the Order**

Members of the public are permitted to address the Council on matters that relate to general welfare of the City that have not been previously discussed on this agenda. Oral comments may not exceed five (5) minutes. Written comments should not exceed 800 words.

11 **ADJOURNMENT**

I, Amanda Ahre, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>



Amanda Ahre, City Clerk

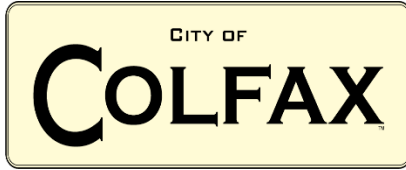
Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.

LEVINE ACT WARNING: In certain instances, parties, participants, and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308, California Code of Regulations Sections 18438.1 through 18438.8, and Fair Political Practices Commission Opinion 0-22-002. All parties, participants, and their agents are hereby directed to review these sections for compliance. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity.



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

August 28, 2024



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, August 14, 2024

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 **CLOSED SESSION (NONE)**

2 **OPEN SESSION**

2A. **Call Open Session to Order** – Mayor Douglass called the session to order at 6:01pm

2B. **Pledge of Allegiance** – Conor Harkins lead the Pledge of Allegiance

2C. **Roll Call**

Present: Councilmember Burruss, Councilmember Hillberg, Mayor Pro Tem Lomen,
Councilmember McCully, Mayor Douglass

Absent:

2D. **Approval of Agenda Order**

MOTION made by Councilmember Burruss to approve the agenda order, seconded by Councilmember McCully, and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

2E. **Statement of Conflict of Interest** – No conflicts were identified by the Council or the public.

3 **CONSENT CALENDAR**

3A. **Minutes**

Recommended Action: By Motion, approve the Colfax City Council minutes of 7/24/2024

3B. **Minutes**

Recommended Action: By motion, approve the Colfax City Council minutes of 7/26/2024

3C. **Quarterly Investment Report – Quarter ended June 30, 2024**

Recommended Action: Accept and file

3D. **Agreement with Eide Bailly to provide Finance Consulting Services for Year-End Audit Preparation**

Recommended Action: Adopt Resolution 43-2024 authorizing the City Manager to execute an agreement with Eide Bailly to provide Finance Consulting Services for Year-End Audit Preparation

MOTION made by Mayor Pro Tem Lomen to approve the consent calendar, Seconded by Councilmember Hillberg, and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

4 **Agency Reports**

- 4A. **Placer County Sheriff's** – Deputy Boyer reported that Deputy Tanaromi has moved to Cal Fire as an arson investigator, Deputy Dan King will be replacing him for the time being. Discussed July traffic citations, and reminded everyone that school is back in session. Deputy Kevin Hills will be the new resource officer for the Colfax Elementary and High School.
- 4B. **CHP** – Officer Lyman reported on citations, arrests, and collisions. He also reminded everyone that school is in session and to keep an extra eye out for school buses and children.
- 4C. **Placer County Fire/CALFIRE** – Chief Seibert discussed local staffing with the large fires throughout California and reported that the repainting of the fire hydrants is almost complete.
- 4D. **Non-Profits** – Sharon Conners talked about the VFW open house on September 7th and the POW/MIA remembrance day on September 14th.

Harry Anderson spoke on behalf of the Colfax Area Chamber of Commerce on Rail Road Days.

5 **PRESENTATION (NONE)**

6 **PUBLIC HEARING (NONE)**

7 **PUBLIC COMMENT**

Sharron Conners had questions about the Colfax Connections and increasing publication.

Will Stockwin stated that it would be up to Council to approve an increase in publication.

8 **COUNCIL AND STAFF**

8A. **Committee Reports and Colfax Informational Items – All Councilmembers.**

Mayor Pro Tem Lomen wildfire sensors will hopefully be deployed in the next month or two.

Councilmember Hillberg has several upcoming meetings.

Councilmember McCully had an air pollution committee meeting, caboose relocation meeting, and an upcoming SACOG meeting.

Councilmember Burruss will give her report at the next meeting.

Mayor Douglass attended the Colfax Area Chamber of Commerce meeting.

8B. City Operations Update – City Manager

Repaving on the 174 and Highway 80 overpass will be in the evenings starting 9/26 – 11/1, CDBG paving is 95% complete, I&I is 95% complete, the algae project is 45% complete, and Tesla Arco is back on design.

9**COUNCIL BUSINESS****9A. Agreement with Colantuono, Highsmith, & Whatley, PC – City Attorney Services**

Recommended Action: Adopt Resolution 44-2024 authorizing the City Manager to execute an agreement with Colantuono, Highsmith, & Whatley, PC to provide City Attorney services.

City Manager Walker introduced this item and explained the need for a new City Attorney due to the current City Attorney Mick Cabral's retirement.

City Attorney Mic Cabral congratulated the City on the choice of Conor Harkins.

No public comment on this item.

MOTION made by Councilmember Burruss to adopt Resolution 44-2024, Seconded by Councilmember McCully, and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

9B. Donation – Colfax High School, Marson Stadium Sound System Upgrade

Recommended Action: Adopt Resolution 45-2024 discuss and direct the city Manager to donate from \$8 to \$3,000 to the Colfax High School, Marson Stadium Sound System updating project

City Manager Walker introduced this item.

Heidi Vasquez and Heidi (no last name provided) discussed how the sound system will benefit the community as a whole, not just the High School. Several fundraisers have been done for this system, and they are down to the last \$3,000 needed to fund the project.

Diane Green would like to see the city donate the money and help the High School.

Council discussed this item noting that the High School never asks the council for money, and if there was a non-profit associated with the High School that the money could be donated to. The Falcon Foundation is a non-profit that has been helping with this sound system upgrade.

MOTION made by Councilmember Hillberg to approve a \$3,000 donation to the Falcon Foundation for the Sound System upgrade, Seconded by Councilmember Burruss, and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

10 GOOD OF THE ORDER

Mayor Pro Tem Lomen – nothing

Councilmember Hillberg – nothing

Councilmember McCully – nothing

Councilmember Burruss – nothing

Mayor Douglass has been working on the VFW website.

10A. Public Comment on Good of the Order

Sharron Connors asked how non-profits can apply for funds from Council.

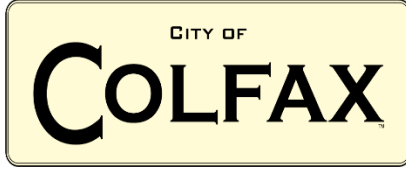
11 ADJOURNMENT

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 7:07 p.m. Respectfully submitted to City Council this 28th day of August 2024.



Amanda Ahre, City Clerk

City Council Minutes



Special Meeting of Colfax City Council
Thursday, August 22, 2024
City Hall Council Chambers, 33 S Main Street,
Colfax CA

1 OPEN SESSION

1A. **Call Open Session to Order** – Mayor Douglass called the Open Session to order at 6:01 p.m.

Roll Call

1B. **Present:** Councilmember Burruss, Councilmember Hillberg, Mayor Pro Tem Lomen, Councilmember McCully, Mayor Douglass

Absent:

1C. **Public Comment**

Jerry Rearor invited everyone to stay after the special meeting for a meeting of the Placer Sierra Fire Safe Council meeting.

2024 General Municipal Election – Council Members and City Treasurer Contests

1D. **Recommended Action:** Discuss and consider adopting Resolution 46-2024 canceling the November 5, 2024 election and appointing the nominated City Council and Treasurer candidates to the positions that were to be filled at the election.

Michael Garabedian would like to see the election not canceled, referenced the book The Shortest History of Democracy.

Tom Parnham agrees it is unfortunate that there were not enough nominated candidates to go forward with the election.

Council discussed the pros and cons of canceling the election. There were several notices of the election and candidate process.

MOTION made by Councilmember Burruss to cancel the Municipal Election, seconded by Mayor Pro Tem Lomen, and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

1E. Adjournment

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 6:15 p.m. Respectfully submitted to City Council this 28th day of August, 2024.

A handwritten signature in blue ink that reads "Amanda Ahre".

Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE AUGUST 28, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl – Administrative Services Officer
Subject: Cash Summary – July 2024

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
---------------	----------------	-------------------	----------------	-----------------

RECOMMENDED ACTION: Accept and File.

Summary/Background

The monthly financial report includes General Fund Reserved Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The purpose of these reports is to provide the status of funds and transparency for Council and the public regarding the financial transactions of the City. The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports, and bank statements. Detailed budget comparisons are provided as a mid-year report and as part of the proposed budget process each year.

The attached reports reflect an overview of the financial transactions of the City of Colfax in July 2024. Some monthly highlights are listed below:

- July revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of May 2024 (two-month lag).
- July expenditures included:
 - Approved capital project expenditures – expenditures on WWTP Construction Grant and other grant funded projects.
- Negative cash fund balances at the end of July are primarily due to the timing of funding allocations and reimbursements:
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), transfer of City Gas Tax revenues, and a General Fund allocation. Allocations and transfers will be recorded with the final fiscal year accounting processes.
 - Fund 300 – Corporation Yard – This is the project for installation of a metal storage building at the Corporation Yard. Funded by General Fund 100. The installation of the building is complete. Final billing is pending.
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – the final funding of the grant was awarded in November. CDBG has approved the start date of expenditures. The City has begun the reimbursement process. City restricted Streets funds will also be used on this project as the City match.
 - Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted at least quarterly.

- Fund 577 – Capital Projects. This is the project for the installation of a metal storage building at the Wastewater Treatment Plant. The project is slated to be funded by Fund 564 – Sewer Connection Fees. Installation of the building has been completed. Final billing is pending.
- Fund 590 – Sewer Consolidation Planning Grant. This is a reimbursable grant – reimbursement requests are scheduled to be submitted quarterly upon final award of application grant.
- Anticipated revenues/expenditures for August include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of June 2024 (two-month lag).
 - Capital project reimbursements.
 - Expenditures
 - Approved capital project expenditures. We anticipate continued large expenditures for the Wastewater Treatment Plant Construction project as the I/I Mitigation and Algae Reduction phases continue construction. The CDBG project will also accumulate large expenditures.
 - Ongoing monthly operating expenses.

Attachments:

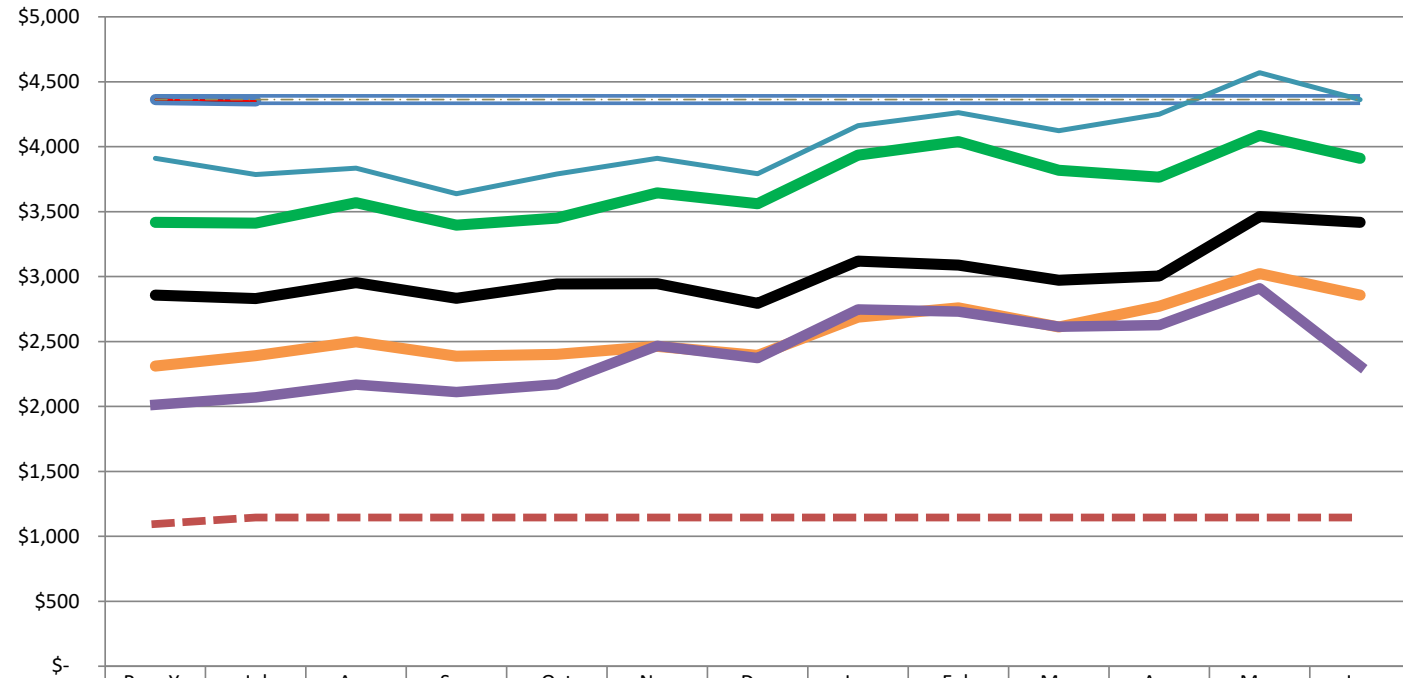
1. General Fund Reserved Cash Analysis Graph
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable

City of Colfax - July 2024

General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2024-25 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2024-25	\$4,363	\$4,352											
Budget FY2024-25	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363
Cash Balance FY2023-24	\$3,911	\$3,785	\$3,834	\$3,638	\$3,789	\$3,911	\$3,791	\$4,162	\$4,263	\$4,124	\$4,251	\$4,570	\$4,363
Cash Balance FY2022-23	\$3,418	\$3,412	\$3,568	\$3,396	\$3,451	\$3,644	\$3,560	\$3,935	\$4,039	\$3,819	\$3,765	\$4,087	\$3,911
Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
*Reserves (Ops, Cap, Pen)	\$1,095	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145

**City of Colfax
Cash Summary
July 31, 2024**

	Balance 6/30/24	Revenues In*	Expenses Out*	Transfers	Balance 7/31/24
US Bank	\$ 185,562.63	\$ 607,722.20	\$ (1,932,754.79)	\$ 350,000.00	\$ (789,469.96)
LAIF	\$ 8,095,253.38	\$ 86,897.92	\$ -	\$ (350,000.00)	\$ 7,832,151.30
Total Cash - General Ledger	<u>\$ 8,280,816.01</u>	<u>\$ 694,620.12</u>	<u>\$ (1,932,754.79)</u>	<u>\$ -</u>	<u>\$ 7,042,681.34</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,281,116.01</u>	<u>\$ 694,620.12</u>	<u>\$ (1,932,754.79)</u>	<u>\$ -</u>	<u>\$ 7,042,981.34</u>

Change in Cash Account Balance - Total \$ (1,238,134.67)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (1,640,749.06)
Cash Receipts	\$ 218,343.69
Payroll Checks and Tax Deposits	\$ (134,592.29)
Utility Billings - Receipts	\$ 369,468.72
LAIF Interest	\$ 86,897.92
Utility Billing Tax Rolls	\$ (138,252.73)
Void Checks	\$ 749.08
	<u><u>\$ (1,238,134.67)</u></u>

\$ -

*Does not include transfers between funds

Prepared by: Shanna Stahl
Shanna Stahl, Administrative Services Officer

Reviewed by: Ron Walker
Ron Walker, City Manager

City of Colfax

Cash Transactions Report - July 2024

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 4,145,748.51	\$ 230,461.19	\$ (242,849.06)	\$ 4,133,360.64
Fund: 120 - Land Development Fees	\$ 202,442.77	\$ 9,091.93	\$ (4,027.56)	\$ 207,507.14
Fund: 200 - Cannabis Application	\$ 13,455.55	\$ -	\$ (2,250.00)	\$ 11,205.55
Fund Type: 1.11 - General Fund - Unassigned	\$ 4,361,646.83	\$ 239,553.12	\$ (249,126.62)	\$ 4,352,073.33
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ -	\$ -	\$ -	\$ -
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ (18.22)	\$ 23,299.04
Fund: 572 - Landfill Post Closure Maintenance	\$ 883,651.27	\$ 30,268.49	\$ (19,499.25)	\$ 894,420.51
Fund Type: 1.14 - General Fund - Restricted	\$ 906,968.53	\$ 30,268.49	\$ (19,517.47)	\$ 917,719.55
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 149,051.68	\$ 1,538.52	\$ -	\$ 150,590.20
Fund: 211 - Mitigation Fees - Drainage	\$ 5,696.90	\$ 58.81	\$ -	\$ 5,755.71
Fund: 212 - Mitigation Fees - Trails	\$ 79,141.12	\$ 816.90	\$ -	\$ 79,958.02
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 196,670.17	\$ 2,030.05	\$ -	\$ 198,700.22
Fund: 214 - Mitigation Fees - City Bldgs	\$ 106,912.36	\$ 1,103.56	\$ -	\$ 108,015.92
Fund: 215 - Mitigation Fees - Vehicles	\$ 23,349.49	\$ 241.02	\$ -	\$ 23,590.51
Fund: 217 - Mitigation Fees - DT Parking	\$ 36,024.03	\$ 371.85	\$ -	\$ 36,395.88
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ 513.44	\$ -	\$ -	\$ 513.44
Fund: 250 - Streets - Roads/Transportation	\$ (61,028.42)	\$ 200.36	\$ (41,055.73)	\$ (101,883.79)
Fund: 253 - Gas Taxes	\$ 42,978.68	\$ 5,170.87	\$ (3,213.82)	\$ 44,935.73
Fund: 257 - Street /Road - Transit Capital	\$ 48,346.04	\$ -	\$ -	\$ 48,346.04
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 270,313.61	\$ 6,938.71	\$ -	\$ 277,252.32
Fund: 270 - Beverage Container Recycling	\$ 20,173.20	\$ 208.23	\$ -	\$ 20,381.43
Fund: 280 - Oil Recycling	\$ 3,977.72	\$ 41.06	\$ -	\$ 4,018.78
Fund: 290 - SB1383 Implementation Grant	\$ 91,561.15	\$ 668.47	\$ (3,136.25)	\$ 89,093.37
Fund: 292 - Fire Department Capital Funds	\$ 98,502.56	\$ 1,016.75	\$ -	\$ 99,519.31
Fund: 342 - Fire Construction - Mitigation	\$ 83,618.50	\$ 863.12	\$ -	\$ 84,481.62
Fund: 343 - Recreation Construction	\$ 83,618.98	\$ 863.12	\$ -	\$ 84,482.10
Fund: 361 - CDBG Application- Canyon Way	\$ 190.00	\$ -	\$ (190.00)	\$ -
Fund: 367 - SB2 - Planning Grant	\$ -	\$ -	\$ -	\$ -
Fund: 376 - Downtown Streetscape	\$ -	\$ -	\$ -	\$ -
Fund: 378 - Zoning Code Update	\$ -	\$ -	\$ -	\$ -
Fund Type: 1.24 - Special Rev Funds - Restrictd	\$ 1,279,611.21	\$ 22,131.40	\$ (47,595.80)	\$ 1,254,146.81
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - GF Capital Projects	\$ (12,899.52)	\$ -	\$ -	\$ (12,899.52)
Fund: 358 - CDBG Pavement	\$ (623,881.26)	\$ -	\$ (469,282.09)	\$ (1,093,163.35)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (636,780.78)	\$ -	\$ (469,282.09)	\$ (1,106,062.87)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 2,016,098.79	\$ 260,047.69	\$ (345,424.48)	\$ 1,930,722.00
Fund: 561 - Sewer Liftstations	\$ 579,960.77	\$ 36,387.30	\$ (100,095.54)	\$ 516,252.53
Fund: 563 - Wastewater Treatment Plant	\$ 1,260,175.38	\$ 104,585.81	\$ (529.56)	\$ 1,364,231.63
Fund: 564 - Sewer Connections	\$ 321,774.88	\$ -	\$ -	\$ 321,774.88
Fund: 575 - WWTP Construction Grant	\$ (1,747,979.07)	\$ -	\$ (699,623.23)	\$ (2,447,602.30)
Fund: 577 - Capital Projects	\$ (7,229.51)	\$ -	\$ -	\$ (7,229.51)
Fund: 590 - Sewer Consolidation Planning	\$ (54,535.46)	\$ -	\$ (1,560.00)	\$ (56,095.46)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 2,368,265.78	\$ 401,020.80	\$ (1,147,232.81)	\$ 1,622,053.77
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 1,104.44	\$ 1,646.31	\$ -	\$ 2,750.75
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 1,104.44	\$ 1,646.31	\$ -	\$ 2,750.75
Grand Totals:	\$ 8,280,816.01	\$ 694,620.12	\$ (1,932,754.79)	\$ 7,042,681.34

Check Register Report

Item 3C

Date: 08/02/2024

Time: 3:37 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
60825	07/01/24	Reconciled		07/31/24	03141	CALPERS	HEALTH INS PREMIUMS JULY 24	15,870.39
60826	07/05/24	Reconciled		07/31/24	01413	ALLIANT INSURANCE SERVICES,	AUTO COVERAGE FY 24/25	1,020.00
60827	07/05/24	Reconciled		07/31/24	01500	ANDERSON'S SIERRA	SHERIFF DEPT PROPANE LINE	327.20
60828	07/05/24	Reconciled		07/31/24	01794	AUBURN SAW INC	WWTP TRIMMER LINE	108.29
60829	07/05/24	Reconciled		07/31/24	01796	JOHN AX	HOA MEETING DEPOSIT REFUND	100.00
60830	07/05/24	Reconciled		07/31/24	03121	CALIFORNIA BUILDING	Q4 23/24 GREEN FEES COLLECTED	29.70
60831	07/05/24	Reconciled		07/31/24	03300	CHAMBER OF COMMERCE	"BIG BOY" WHISTLE STOP EVENT	2,000.00
60832	07/05/24	Reconciled		07/31/24	3469	CIVIC PLUS	MUNICODE SUPPORT	1,745.30
60833	07/05/24	Reconciled		07/31/24	03790	CVCWA-CENTRAL VALLEY CLEAN	ANNUAL MEMBERSHIP 24/25	3,350.00
60834	07/05/24	Reconciled		07/31/24	04234	DE LAGE LANDEN FINANCIAL	COPY MACHINE LEASE JUL 24	504.79
60835	07/05/24	Printed			04532	DIVISION OF STATE ARCHITECT	SB1186 FEES Q4 23/24	88.40
60836	07/05/24	Reconciled		07/31/24	05120	EDWARDS HEATING & COOLING	WWTP HVAC SERVICE	109.00
60837	07/05/24	Reconciled		07/31/24	7223	GEOCON CONSULTANTS INC.	CDBG REHAB MAY 214	607.50
60838	07/05/24	Reconciled		07/31/24	08200	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT Q4 FY 23/24	623.21
60839	07/05/24	Reconciled		07/31/24	08501	HOME DEPOT CREDIT SERVICES	STMT 6/21/24	149.94
60840	07/05/24	Reconciled		07/31/24	08660	HUNT AND SONS, LLC	FUEL	694.67
60841	07/05/24	Reconciled		07/31/24	11130	KRUGER, INC.	WWTP FILTER	471.65
60842	07/05/24	Reconciled		07/31/24	12209	LIEBERT CASSIDY WHITMORE	CONSORTIUM FY 24/25	2,430.00
60843	07/05/24	Reconciled		07/31/24	18400	NAPA AUTO PARTS	SUPPLIES	81.48
60844	07/05/24	Reconciled		07/31/24	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS JUNE 2024	9,666.73
60845	07/05/24	Reconciled		07/31/24	3581	PLACER COUNTY LIBRARY	SUMMER READING PROGRAM REFUND	100.00
60846	07/05/24	Reconciled		07/31/24	19037	SAFE SIDE SECURITY	CORP YARD SECURITY JULY 24	155.00
60847	07/05/24	Reconciled		07/31/24	19037	SAFE SIDE SECURITY	WWTP SECURITY JULY 2024	95.00
60848	07/05/24	Reconciled		07/31/24	19743	WILLIAM STOCKWIN	COLFAX CONNECTION JULY 2024	300.00
60849	07/05/24	Reconciled		07/31/24	21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	3,731.32
60850	07/05/24	Reconciled		07/31/24	22134	VISION QUEST	TECH SUPPORT AUGUST 2024	3,800.00
60851	07/05/24	Reconciled		07/31/24	22240	VULCAN MATERIALS COMPANY	ASHPALT PATCH	342.13
60852	07/05/24	Reconciled		07/31/24	23120	RON WALKER	PAINT FOR CONFERENCE ROOM	555.41
60853	07/05/24	Reconciled		07/31/24	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.77
60854	07/05/24	Reconciled		07/31/24	23451	WOOD RODGERS	SEWER CONSOLIDATION MAY 24	1,560.00
60855	07/05/24	Reconciled		07/31/24	23451	WOOD RODGERS	INSTRUMENTATION SURVEY	1,342.50
60856	07/05/24	Reconciled		07/31/24	23451	WOOD RODGERS	SEWER CONSOLIDATION MAY 24	23,620.00
60857	07/11/24	Reconciled		07/31/24	01766	AT&T MOBILITY	CITY CELL PHONES	787.95
60858	07/11/24	Reconciled		07/31/24	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JUNE 2024	5,220.00
60859	07/11/24	Reconciled		07/31/24	03160	CARTWRIGHT NOR CAL, INC.	ENG SVCS JUNE 2024	14,915.00
60860	07/11/24	Reconciled		07/31/24	8062	CATHERINE HANSFORD	SEWER RATE STUDY JUNE 24	710.00
60861	07/11/24	Reconciled		07/31/24	3425	CINTAS	UNIFORMS JUNE 2024	482.21
60862	07/11/24	Reconciled		07/31/24	06730	COLFAX FARM AND COUNTRY STORE	PROPANE	44.10
60863	07/11/24	Reconciled		07/31/24	05120	EDWARDS HEATING & COOLING	REPAIR DEPOT HVAC	387.00
60864	07/11/24	Reconciled		07/31/24	14859	GHD INC.	CBDG ROAD REHAB JUNE 2024	7,099.21
60865	07/11/24	Reconciled		07/31/24	14859	GHD INC.	ENG SVCS MAY 2024	10,165.00
60866	07/11/24	Reconciled		07/31/24	08070	HANSEN BROS. ENTERPRISES	STREET REPAIR	95.67
60867	07/11/24	Reconciled		07/31/24	08170	HILLS FLAT LUMBER CO	SUPPLIES JUNE 2024	1,060.63
60868	07/11/24	Reconciled		07/31/24	8661	HYDROCOMPLIANCE	WWTP MONTHLY QSP SVCS	1,400.00
60869	07/11/24	Reconciled		07/31/24	16035	PG&E	ELECTRICITY JUNE 2024	28,913.74
60870	07/11/24	Reconciled		07/31/24	16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL MONITORING Q4 FY23/24	780.50

Check Register Report

Item 3C

Date: 08/02/2024

Time: 3:37 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
60871	07/11/24	Reconciled		07/31/24	03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q1 24/25	10,106.67
60872	07/11/24	Reconciled		07/31/24	16821	PSOMAS	CDBG ROAD REHAB MAY 2024	18,402.50
60873	07/11/24	Reconciled		07/31/24	16821	PSOMAS	I&I MITIGATION/WWTP ALGAE	48,147.75
60874	07/11/24	Reconciled		07/31/24	19278	SERGEANT, PHIL	BOOT REIMBURSEMENT 2024	275.00
60875	07/11/24	Reconciled		07/31/24	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	180.78
60876	07/11/24	Reconciled		07/31/24	21131	UNION PACIFIC RAILROAD COMPANY	DINKY CLOSURE 7/25/24-7/24/25	250.00
60877	07/11/24	Reconciled		07/31/24	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JUNE 2024	2,598.75
60878	07/17/24	Reconciled		07/31/24	03141	CALPERS	UNFUNDED LIABILITY #27177	1,600.00
60879	07/17/24	Reconciled		07/31/24	03141	CALPERS	UNFUNDED LIABILITY #7683	14,699.00
60880	07/18/24	Printed			1161	49ER WATER SERVICES	WWTP TESTING MAY 2024	1,596.00
60881	07/18/24	Reconciled		07/31/24	01414	ALHAMBRA & SIERRA SPRINGS	WATER	289.75
60882	07/18/24	Reconciled		07/31/24	01785	AUBURN JOURNAL, INC.	ANNUAL SUBSCRIPTION	138.00
60883	07/18/24	Reconciled		07/31/24	03401	CHOICE BUILDER	PREMIUMS AUGUST 2024	920.37
60884	07/18/24	Reconciled		07/31/24	3475	CLARK PEST CONTROL	PEST CONTROL	537.00
60885	07/18/24	Reconciled		07/31/24	03650	CRANMER ENGINEERING, INC.	LANDFILL MONITORING JUNE 24	4,400.00
60886	07/18/24	Printed			04592	DACOMM	WWTP INTERNET AUG 24	103.45
60887	07/18/24	Reconciled		07/31/24	07460	GOLD MOUNTAIN CALIFORNIA	DESIGN REVIEW PERMIT NOTICE	400.00
60888	07/18/24	Reconciled		07/31/24	07460	GOLD MOUNTAIN CALIFORNIA	DESIGN REVIEW PERMIT NOTICE	400.00
60889	07/18/24	Reconciled		07/31/24	07570	GRAINGER	WWTP SUPPLIES	42.98
60890	07/18/24	Reconciled		07/31/24	07570	GRAINGER	WWTP SUPPLIES	150.84
60891	07/18/24	Reconciled		07/31/24	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSIST. JUN 24	189.75
60892	07/18/24	Reconciled		07/31/24	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JUN 24	3,860.05
60893	07/18/24	Reconciled		07/31/24	12576	LUTZ, ANDREW	BOOT ALLOWANCE	140.08
60894	07/18/24	Reconciled		07/31/24	13191	MANAGEMENT ADVISORY SERVICES	PLANNING SVCS JUNE 2024	8,178.36
60895	07/18/24	Reconciled		07/31/24	16300	PCWA -PLACER COUNTY	WATER	3,652.36
60896	07/18/24	Reconciled		07/31/24	16202	PLACER COUNTY OES FISCAL UNIT	FIRE MARSHALL SVCS Q4 FY23/24	19,891.88
60897	07/18/24	Reconciled		07/31/24	16200	PLACER COUNTY SHERIFF DEPT.	BOOKING FEES JUNE 2024	3,712.00
60898	07/18/24	Reconciled		07/31/24	16040	PURCHASE POWER	POSTAGE REFILL	506.39
60899	07/18/24	Reconciled		07/31/24	17951	R3 CONSULTING GROUP	GRANT FUNDMGMT/EAR PREP.	3,822.50
60900	07/18/24	Reconciled		07/31/24	19065	SCI CONSULTING GROUP	CANNABIS REVIEW 2024 AUDIT	2,250.00
60901	07/18/24	Reconciled		07/31/24	19070	SCORE - SMALL CITIES ORGANIZED	Q1 WC & FY 24/24 LIAB POLICY	198,743.94
60902	07/18/24	Reconciled		07/31/24	19396	SIERRA SAFETY COMPANY	ROUNABOUT/CITY HALL MATERIALS	586.12
60903	07/18/24	Reconciled		07/31/24	21131	UNION PACIFIC RAILROAD COMPANY	101 RAILROAD PARKING LEASE	5,000.00
60904	07/18/24	Reconciled		07/31/24	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	215.72
60905	07/18/24	Reconciled		07/31/24	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JUNE 2024	743.40
60906	07/30/24	Printed			01416	ALL ELECTRIC MOTORS, INC	WWTP BLOWER REPAIR	824.78
60907	07/30/24	Printed			01424	ALL PRO BACKFLOW	BACKFLOW REPAIR/RETEST	679.54
60908	07/30/24	Printed			01448	AMERIGAS - COLFAX	DEPOT PROPANE	381.31
60909	07/30/24	Printed			01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	12.86
60910	07/30/24	Printed			02054	BANNER BANK	I&I Construction June 2024	57,536.30
60911	07/30/24	Printed			03502	COLFAX AREA CHAMBER OF	UP BIG BOY STOP DEPOSIT RTN	100.00
60912	07/30/24	Printed			03516	COLFAX JR FALCONS FOOTBALL	TAILGATE PARTY DEPOSIT REFUND	100.00
60913	07/30/24	Printed			03540	COLFAX LIONS CLUB	3RD OF JULY PARADE DEPOSIT RTN	100.00
60914	07/30/24	Printed			03650	CRANMER ENGINEERING, INC.	GEOTRACKING EDF FILE	315.00
60915	07/30/24	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACHINE LEASE AUG 24	504.79
60916	07/30/24	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	275.70

Check Register Report

Item 3C

Date: 08/02/2024

Time: 3:37 pm

Page: 3

CITY OF COLFAX

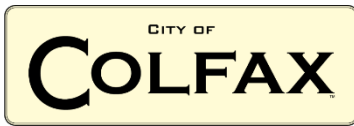
BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
60917	07/30/24	Printed			7000	G3 ENGINEERING INC.	WWTP LIFT STATION #5 REPAIR	36,882.20
60918	07/30/24	Printed			08070	HANSEN BROS. ENTERPRISES	CDBG ROAD REHAB JUNE 2024	386,021.39
60919	07/30/24	Printed			08170	HILLS FLAT LUMBER CO	SUPPLIES JULY 2024	1,137.71
60920	07/30/24	Printed			08501	HOME DEPOT CREDIT SERVICES	PW PRESSURE WASHER HOSE/NOZZLE	263.66
60921	07/30/24	Printed			08660	HUNT AND SONS, LLC	FUEL	936.59
60922	07/30/24	Printed			08660	HUNT AND SONS, LLC	FUEL	749.08
60923	07/30/24	Printed			09540	INTERSTATE SALES	PAINT FOR ROAD/CURBS	1,068.64
60924	07/30/24	Printed			13239	MCGUIRE & HESTER	I&I CONSTRUCITON JUNE 2024	517,826.68
60925	07/30/24	Printed			16035	PG&E	ELECTRICITY JULY 2024	31,571.55
60926	07/30/24	Printed			16140	PLACER COUNTY AIR POLLUTION	WWTP GENERATOR PERMIT	2,662.25
60927	07/30/24	Printed			16821	PSOMAS	I&I MITIGATION/ WWTP ALGAE	45,725.00
60928	07/30/24	Printed			16821	PSOMAS	CDBG ROAD REHAB JUNE 2024	48,568.00
60929	07/30/24	Printed			18111	RARE EARTH LANDSCAPE MATERIALS	BALLFIELD GRASS	487.26
60930	07/30/24	Printed			19650	STATE BOARD OF EQUALIZATION	Q4 23/24 SELF ASSESSED SALESTX	111.00
60931	07/30/24	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	67.87
60932	07/30/24	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
60933	07/30/24	Printed			18883	WAXIE SANITARY SUPPLY	SUPPLIES	1,289.22

Total Checks: 109 **Checks Total (excluding void checks): 1,640,749.06**

Total Payments: 109 **Bank Total (excluding void checks): 1,640,749.06**

Total Payments: 109 **Grand Total (excluding void checks): 1,640,749.06**



Staff Report to City Council

FOR THE AUGUST 28, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Construction Support Contract Amendment with Wood Rodgers

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$80,000	Fund(s): 575
-------------	------------------	-------------------	-------------------------	---------------------

RECOMMENDED ACTION: Adopt Resolution __-2024 authorizing an amendment to the existing contract with Wood Rodgers for Construction Management and Support for the SWRCB Construction Grant projects.

Summary/Background

The City of Colfax entered into a Construction Grant Agreement with the State Water Resources Control Board (SWRCB) in 2021 for the construction of the Solar, Algae Reduction, and I&I Mitigation Projects. The grant totaled \$5,596,191. Due to rising costs and expansion of the projects, the grant was increased to \$13,297,674. While the projects were originally expected to conclude by February 2023, the current expected completion date is February 2025.

On June 23, 2021, the City of Colfax and Wood Rodgers, Inc. entered into a professional services agreement for \$555,560 to complete improvement plans and construction support for the Solar, Algae Reduction and I&I Mitigation projects funded with State Water Resource Control Board (SWRCB) Clean Water State Revolving Funds (CWSRF). Due to further enhancement to planning and design of the Algae Reduction project, and the extended construction period, the agreement was amended by Resolution on October 29, 2022, June 8, 2023, and November 29, 2024, raising the agreement amount to \$798,120.

Construction Management Amendment

Due to design changes during construction of both the I&I Mitigation and Algae Reduction Projects, and further extension of the construction period, the current budget for Wood Rodgers' effort is insufficient. Prior to start of construction of the I&I Mitigation project, it was anticipated that there would be budget overruns, so the grant for construction management (CM) service was increased from \$468,985 to \$988,217, which is included in the overall grant increase mentioned above. It was anticipated that CM services would increase for project management, engineering during construction, inspection, geotechnical services, staking and surveying. Wood Rodgers is providing project management, engineering, plus staking and survey for the three projects.

At this time, Wood Rodgers has requested budget increases for construction management per their attached proposal. Wood Rodgers provided approximately \$45,000 in design services for the I&I Mitigation Project during construction; however, with unused budget, a \$15,000 contract increase will be sufficient to complete the remaining administrative tasks. Redesign of a component of the Algae Reduction Project was requested by City staff to enhance the weather structures protecting the equipment by converting the structures to enclosed buildings. As explained in the attached proposal, Wood Rodgers is requesting \$65,000 to cover the additional design and support construction through February 2025.

Conclusions and Findings

The City has been working with Wood Rodgers over the past five years to develop, implement and manage the CWSRF grant project. As shown in their attached proposal, this amendment to their agreement increases the

budget by \$80,000 to \$878,120. As explained in the proposal, the amendment includes \$15,000 for prior out-of-scope engineering and to close out the I&I Mitigation Project. The amendment also includes \$65,000 for out-of-scope engineering and for project management of the Algae Reduction Project through February 2025.

Staff recommends that City Council authorize amendment of Wood Rodgers' agreement as outlined in their attached proposal.

Fiscal Impacts

The additional \$80,000 cost will be reimbursed by the State through the amended CWSRF funding Agreement No. D2101007 executed between the City and SWRCB in October 2023.

Attachments:

1. Wood Rodgers Amendment #4 Proposal
2. Resolution __-2024

City of Colfax

City Council

Resolution № __-2024

AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COLFAX AND WOOD RODGERS INC. FOR THE SEWER COLLECTION AND WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, The City of Colfax entered into a Professional Services Agreement with Wood Rodgers on June 23, 2021 for design, implementation and construction management and support of the Sewer Collection and Wastewater Treatment Plant Improvements Project funded by Clean Water State Revolving Funds (Grant); and,

WHEREAS, The Project consists of three major sub-projects, including a Solar Array and an Algae Reduction System at the wastewater treatment plant, and sewer collection system replacement and reconstruction throughout the City; and,

WHEREAS, Wood Rodgers based its cost estimate for construction management and support on the assumptions that construction of all three projects would occur concurrently over a one year period; however, the projects are occurring consecutively and will likely take three years to complete; and,

WHEREAS, Additional out-of-scope construction design service were needed or requested by City staff to complete the I&I Mitigation and Algae Reduction Projects; and,

WHEREAS, Wood Rodgers provided an amendment proposal for the out-of-scope work and to continue construction management and support through February 2025.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax amends the aforementioned Professional Services Agreement with an additional \$80,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th day of August 2024 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kim Douglass, Mayor

ATTEST:

Amanda Ahre, City Clerk



July 29, 2024

Mr. Ron Walker
City of Colfax
Via Email: city.manager@colfax-ca.gov

**RE: Sewer Collection System and WWTP Improvement Project
Contract Amendment #4, Professional Services Proposal**

Dear Ron:

The City and Wood Rodgers entered into the design and construction support agreement for the subject State funded project on August 24, 2021, after City Council approved the agreement through Resolution 33-2021. The Project includes a solar array constructed at the City's wastewater treatment plant, an algae reduction system constructed at the same treatment plant, and collection system improvements (I&I Mitigation project) constructed throughout the City.

Through the previous contract amendment with Wood Rodgers, it was estimated that the I&I Mitigation project and the Algae project would be completed in April 2024 and October 2024, respectively. The I&I Mitigation project substantially concluded construction at the end of July. The Algae project is now expected to be completed in February 2025.

Additionally, Wood Rodgers and its subconsultant, Nexgen Utility Management, at City staff request, provided extensive redesign services to support changing field conditions. The following additional design service for the I&I Mitigation and the Algae Reduction improvement were out of scope of the original contract but derived significant benefit to the City.

- Prepare a paving plan after SWRCB approved complete paving of Lincoln, Rose and Northstar.
- Prepare a water relocation and sewer reconstruction plan at N. Auburn between Grass Valley and E. Depot.
- Prepare a construction plan to connect the Corp Yard sewer service to the City's sewer main.
- Prepare a reconstruction plan for the sewer system in Gearhart.
- Prepare plan revisions to enhance the weather/shade structures for the new SAF equipment and Pond 3 Pump Station. This change creates two enclosed structures in place of the original open design with a roof.

While construction of the above first two items is complete, the State denied funding for construction of the next two items. The State also denied funding for construction of the weather/shade structure; however, the structure will be constructed with enhancements that will support enclosing the structures in the future. The cost for Wood Rodgers to provide design services for all five enhancements will be reimbursed with the grant funding. The plans for the last three items are complete and can be implemented when other funding is secured.

Wood Rodgers' cost due the extended construction period and to complete design of the first four items above, was approximately \$45,000; however, we were able to complete most of the work under our existing I&I Mitigation construction support budget. We estimate that an additional \$15,000 will be needed to close out the I&I Mitigation I&I Mitigation project.

With the extended construction completion date and the design effort for the last item above, the additional construction support effort for the Algae Reduction project is projected to cost \$65,000. This include about \$50,000 from our subconsultant, as explain in the letter attached to this proposal. Additionally, Wood Rodgers is estimating \$15,000 for construction administration and project management through February 2025.

Scope of Work

TASK 3 – Construction Management

Task 3.1 – I&I Mitigation & LS3 Force Main

Wood Rodgers provided the following additional services at the request of City staff.

- Pavement design and construction coordination for Lincoln Street, Rose Avenue and Northstar Avenue.
- Water main relocation plans and construction coordination to support sewer rehabilitation on N. Auburn Street.
- Prepare plan to connect the City’s corporation yard to the City’s sewer system.
- Prepare sewer reconstruction plans for the private sewer system in Gearhart Street.

Wood Rodgers will continue to provide construction support services through closeout of the project. Closeout is expected in late August to early September 2024.

TASK 3.2 – Algae Reduction System

The Wood Rodgers Team prepared design modifications to the weather/shade structures at the SAF equipment and at the Pond 3 Pump Station. The plan modifications are detailed in the attached letter from the design engineer.

The Wood Rodgers Team will continue to provide project management, submittal and RFI review, engineering design services and special inspections during construction. Construction is expected to be completed by the end of February 2025.

Engineering Fee

Wood Rodgers will bill on a Time & Material (T&M) basis. Wood Rodgers reserves the right to transfer budget between tasks without affecting the total project budget. Wood Rodgers estimates the following budgets will be required to complete the work described in this amendment proposal:

SCOPE ITEM	ORIGINAL BUDGET	PREVIOUS ADMTs¹	THIS ADMT	NEW BUDGET
TASK 1 – Facilities Planning				
1.1 – Design Management (I&I Mitigation & Algae System)	\$ 20,000	\$ 32,000	\$ 0	\$ 52,000
1.2 – Bidding & Award (I&I Mitigation & Algae Reduction System)	\$ 33,080	\$ 0	\$ 0	\$ 33,080
1.3 - WWTP Control Mapping and SCADA Programming SOQ/RFP	\$ 0	\$ 23,600	\$ 0	\$ 23,600
TASK 2 – Facilities Design				
2.1 – I&I Mitigation Project & LS3 Force Main Replacement	\$ 31,000	\$ 19,658	\$ 0	\$ 50,658
2.2 –Algae Reduction System	\$ 273,695	\$ 38,930	\$ 0	\$ 312,625
2.3 – Solar System Design Coordination	\$ 10,800	\$ 0	\$ 0	\$ 10,800
2.4 – Topo Survey	\$ 10,000	\$ 0	\$ 0	\$ 10,000
TASK 3 – Construction Management				
3.1 – I&I Mitigation Project & LS3 Force Main	\$ 46,000	\$ 60,000	\$ 15,000	\$ 121,000
3.2 – Algae Reduction System	\$ 93,985	\$ 27,260	\$ 65,000	\$ 186,245
3.3 – Solar System	\$ 16,000	\$ 7,000	\$ 0	\$ 23,000
3.4 – Staking	\$ 13,000	\$ 34,112	\$ 0	\$ 47,112
3.5 – Misc. Exhibits	\$ 4,000	\$ 0	\$ 0	\$ 4,000
3.6 – Travel & Other Reimbursables	\$ 4,000	\$ 0	\$ 0	\$ 4,000
TOTAL BUDGET PER THIS PROPOSAL:	\$555,560	\$ 242,560	\$ 80,000	\$ 878,120

Note 1: Amendments (admts) include reallocation of line item budgets approved by City Manager on 8/11/23.

We trust this proposed amendment has sufficient detail to meet your needs and we thank you for the opportunity to provide the requested professional services. If you have any questions, please do not hesitate to call.

Sincerely,

IN AGREEMENT WITH THE ABOVE ITEMS

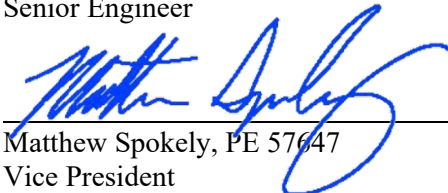
WOOD RODGERS, INC

CITY OF COLFAX



Jim Fletter, PE 73457
Senior Engineer

Ron Walker
City Manager



Matthew Spokely, PE 57647
Vice President



July 25, 2024

Mr. Jim Fletter, PE
Wood Rodgers
3301 C Street
Sacramento, CA 95816

Re: City of Colfax Sewer Collection System and WWTP Improvements Project
Professional Services Agreement No. 8645003

**Request for Authorization for Contract Amendment No. 4- Building System Design
Change Orders**

Dear Jim:

As you know Nexgen has a current Professional Services Agreement (PSA) with Wood Rodgers for five tasks for engineering work at the City of Colfax WWTP. Task 1 is for a Technical Memorandum that essentially serves as a pre-design document for an Algae Removal Process at the WWTP, and is complete. Task 2 was a statistical analysis of wastewater flows. Task 3 involved additional pre-design work and coordinating pilot testing of a dissolved air flotation system. Task 4 prepares Plans and Specifications submitted at the 30% and 90% levels for review, and at 100% for bidding. Task 5 is construction support. Our total budget for Tasks 4 and 5 is currently \$343,060.

In May and June of this year, several design changes were identified by the city, contractor, and design / CM team. The changes were related to improving access and enclosing the SAF unit and extending the slab and enclosing the Pond Pump Station inside a new building and the associated safety equipment. Those design changes require effort (meetings, new drawings, new specifications, review of contractor proposals) beyond the engineering services during construction budget established for this project. We have attached design plans changed as part of this effort. The work included modifying 11 design sheets (C10, C11, C20, C21, M10, M11, M15, M16, M20, M21, and M22). We estimate this work represented about \$27,000 (about 120 hours). This level of effort represents about \$2,500 per sheet, which is about 1/4 of what we typically budget for new design sheets.

We propose an additional \$49,920 to cover design changes and also provide about \$21,000 budget for remaining scope items including new RFIs and submittals, remaining meetings, system startup, record drawing and O&M manual preparation. This work could be Contract Amendment No. 4 and would bring our total authorized budget to \$392,980.

Task	Staff Hours at Indicated Rate						Printing Expenses	Total
	Principal Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	Senior Designer	NEXGEN		
Hourly Rate:	\$ 280	\$ 260	\$ 240	\$ 200	\$ 200			
Task- 4 Design and Bidding								
4.1 2020 PreDesign TM	3	18	11	6		\$ 7,595		\$ 7,595
4.2 Site Investigation and Confirm Piping	4	20	12	8		\$ 8,760		\$ 8,760
4.3 Prepare Plans and Specifications	See ESTIMATED SHEET COUNT					\$ 171,060		\$ 171,060
4.4 30% Submittal	4	8	4	16	8	\$ 7,120	\$ 1,000	\$ 8,120
4.5 90% Submittal	4	8	2	16	8	\$ 6,740	\$ 1,000	\$ 7,740
4.6 100% Submittal	4	8	2	16	8	\$ 6,740	\$ 2,000	\$ 8,740
4.7 Engineer's Opinion of Const. Cost	4	12	4	24		\$ 8,280		\$ 8,280
4.8 Project Bidding	8	24	8	24	20	\$ 15,080		\$ 15,080
4.9 Project Management, QA/QC, and Administration	16	12				\$ 6,200		\$ 6,200
4.10 Plant Water System Upgrades Mechanical Design	2	10	12	12	24	\$ 10,000		\$ 10,000
SUBTOTAL TASK 4								\$ 251,575
Task- 5 Construction Support								
5.1 Engineering Services During Construction	12	32	48	64		\$ 29,480		\$ 29,480
5.2 Periodic Inspection Allowance	2	12	58	56		\$ 23,565		\$ 23,565
5.3 Record Drawings	2	4	4	8	16	\$ 5,500	\$ 1,000	\$ 6,500
5.4 O&M Manual (Updates)	2	4	8	16	20	\$ 8,140		\$ 8,140
5.5 CA # 3 Additional Engineerign Support	8		48	36	16	\$ 23,800		\$ 23,800
SUBTOTAL TASK 5								\$ 91,485
CONTRACT AMENDMENT No 4								
5.6 Facility Design Change Orders	16		96	72	40	\$ 49,920		\$ 49,920
NEXGEN TOTAL DESIGN, BIDDING, & CM SUPPORT								
	91	172	317	374	160	\$ 387,980	\$ 5,000	\$ 392,980

Please let me know if you have any questions regarding this request. Thank you for the opportunity to continue to serve Wood Rogers and the City.

Sincerely,

Dan Rich

Dan Rich

Vice President | T 916.779.7301 | drich@nexgenum.com

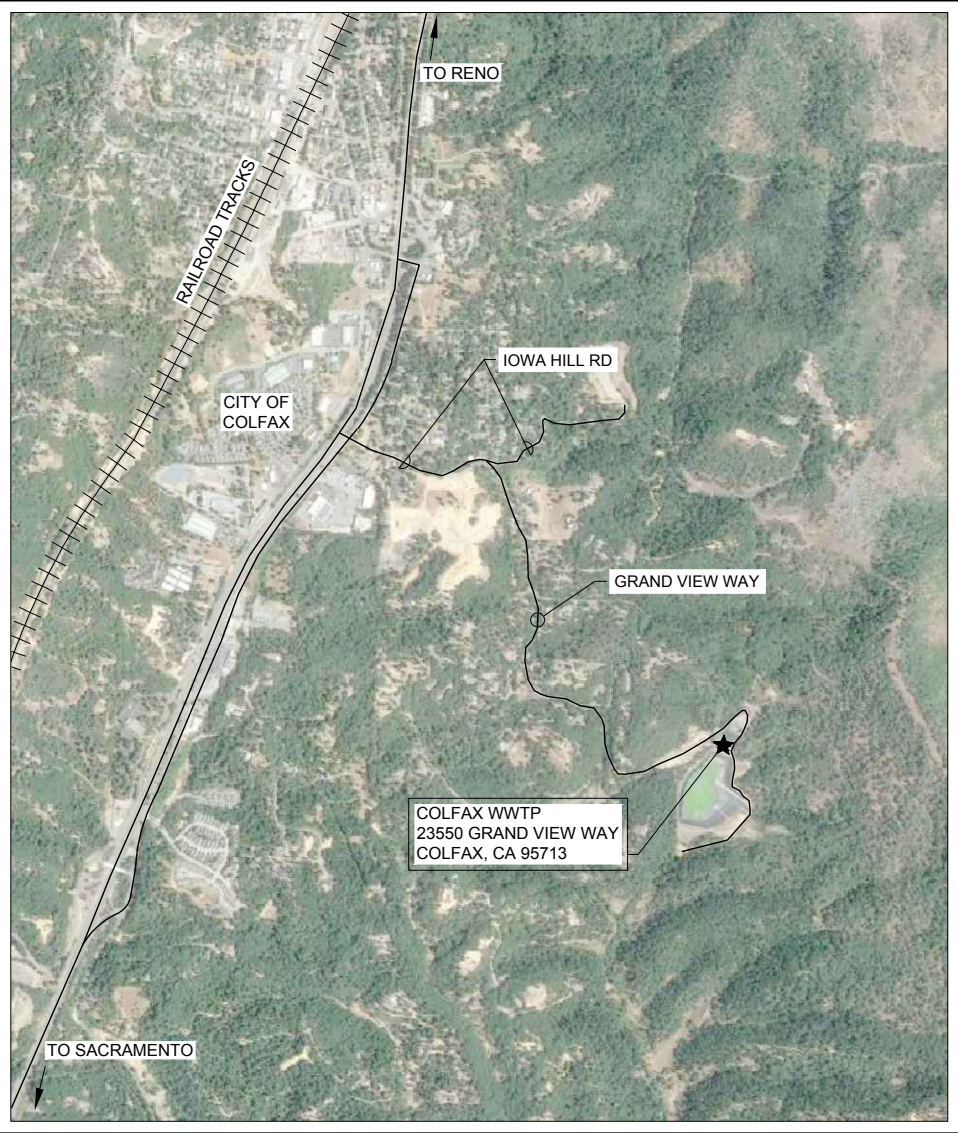
NEXGEN Utility Management

4010 Lennane Drive

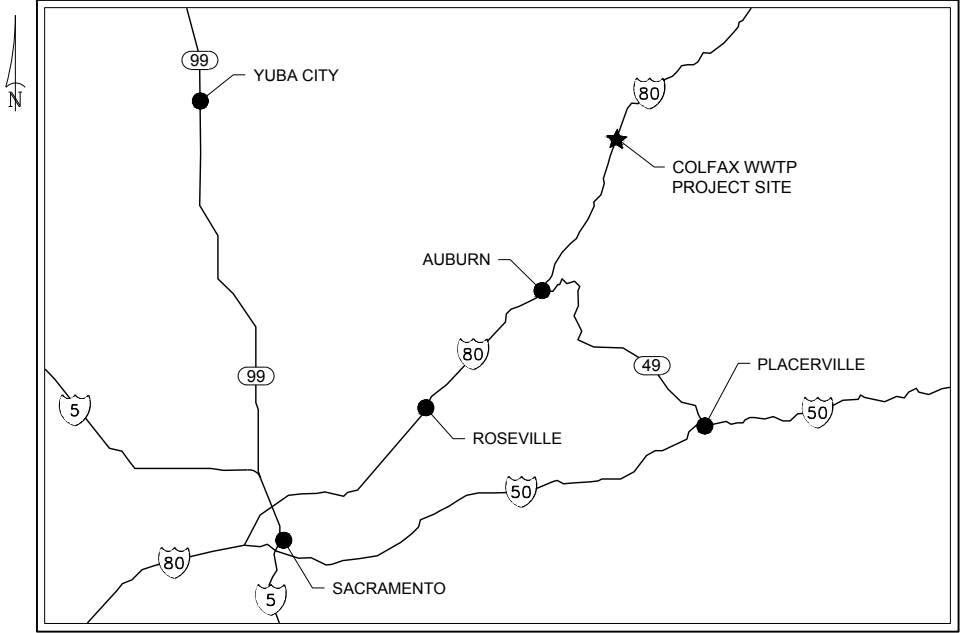
Sacramento, CA 95834

Attachments: New Design Sheets

WASTEWATER TREATMENT PLANT
ALGAE REMOVAL PROJECT
CITY OF COLFAX
MAY 2024



COLFAX WWTP LOCATION MAP
SCALE: NOT TO SCALE



COLFAX WWTP VICINITY MAP
SCALE: NOT TO SCALE

CONFORMED
WITH POTENTIAL
CHANGE ORDERS

RECORD DRAWINGS NOTE

ALL INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED BY, OR UNDER DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN AND ARE BASED UPON FIELD OBSERVATIONS MADE UNDER THE DIRECTION OF OR BY THE UNDERSIGNED AND/OR INFORMATION RECEIVED FROM THE PROJECT OWNER, PROJECT CONTRACTORS AND PUBLIC AGENCIES WHEN THE ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, CHANGES TO THESE PLANS NOT AUTHORIZED BY THE ENGINEER.

DATE _____ ENGINEER SIGNATURE
(STAMP OR SEAL)

SUBMITTED: _____
JOE DIGIORGIO, PE PROJECT ENGINEER CE NO. 051439

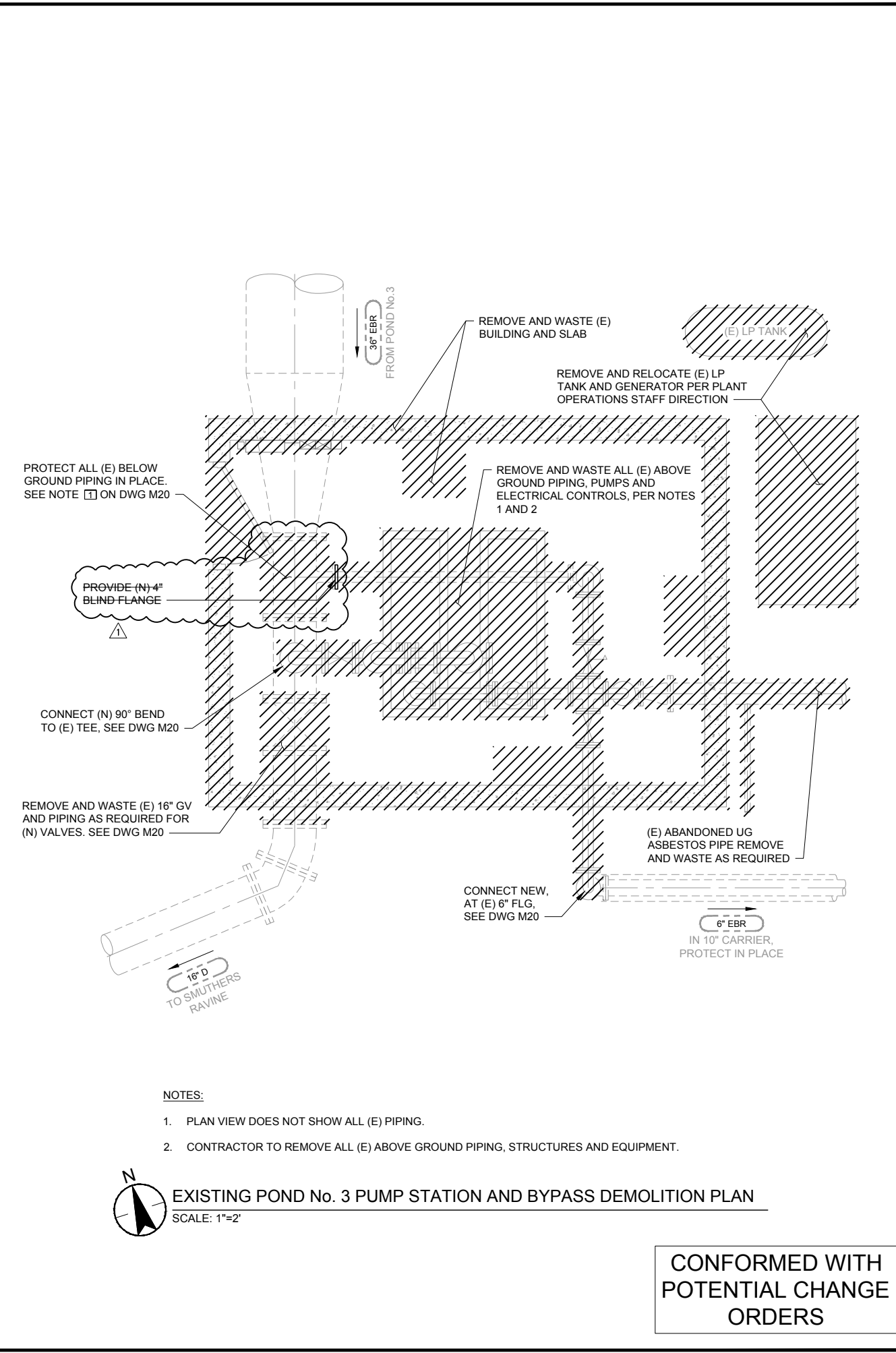
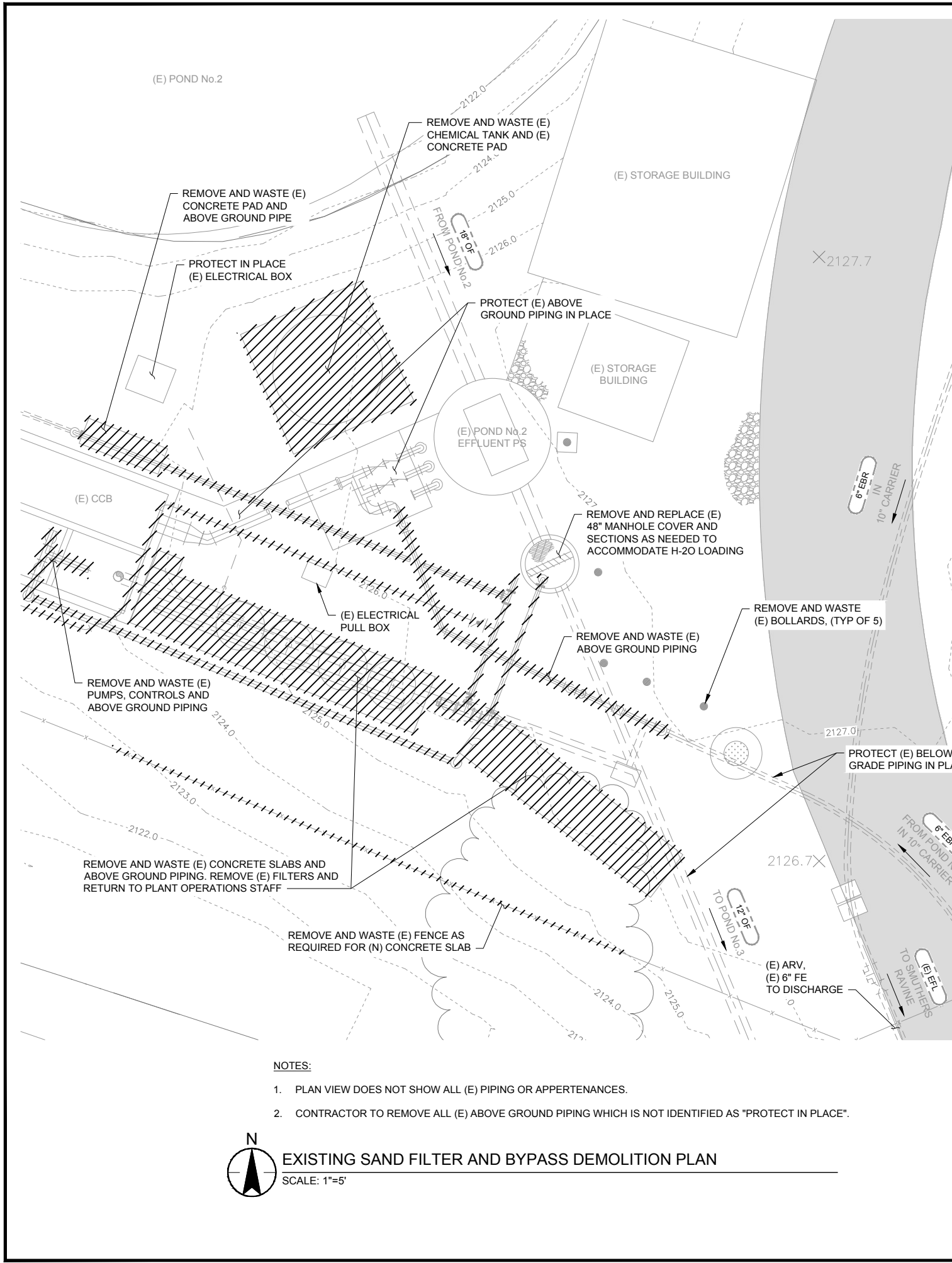
RECOMMENDED: _____
JIM FLETTER, PE, PROJECT MANAGER

APPROVED: _____
CARL MOORE, CITY ENGINEER

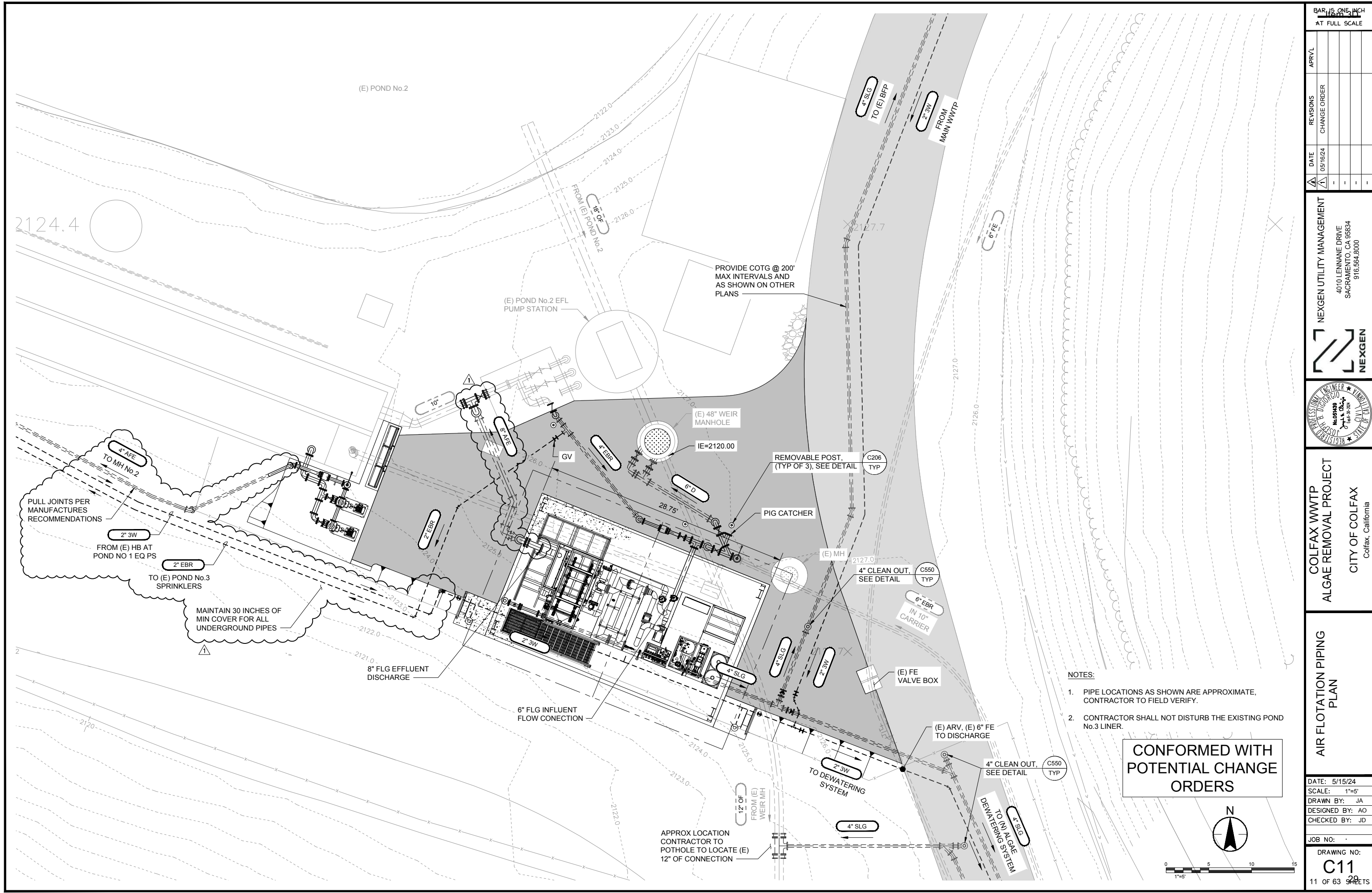
NOTICE TO CONTRACTORS
CONTRACTOR TO NOTIFY U.S.A. (UNDERGROUND SERVICE ALERT) AT 800-227-2600 A MINIMUM OF 24 HOURS BEFORE BEGINING UNDERGROUND WORK FOR VERIFICATION OF THE LOCATION OF EXISTING UNDERGROUND UTILITIES.



BAR IS ONE INCH AT FULL SCALE			
APRVL	REVISIONS	DATE	
	CONFORMED	03/07/23	
NEXGEN UTILITY MANAGEMENT 4010 LENNANE DRIVE SACRAMENTO, CA 95834 916.564.8000			
COLFAX WWTP ALGAE REMOVAL PROJECT CITY OF COLFAX Colfax, California			
PROJECT TITLE, LOCATION AND VICINITY MAPS			
DATE: 5/15/24 SCALE: AS NOTED DRAWN BY: JA DESIGNED BY: JR CHECKED BY: JD G01 JOB NO: .			
DRAWING NO: G01 1 OF 63 SHEETS			



BAR IS ONE INCH AT FULL SCALE			
APRVL	REVISIONS	DATE	Δ
	CHANGE ORDER	05/16/24	1
NEXGEN UTILITY MANAGEMENT 4010 LENNANE DRIVE SACRAMENTO, CA 95834 916.564.8000			
COLFAX WWTP ALGAE REMOVAL PROJECT CITY OF COLFAX Colfax, California			
POND 2 EFFLUENT PS AND POND 3 EQ RETURN PS DEMOLITION PLANS			
DATE: 5/15/24 SCALE: AS NOTED DRAWN BY: JA DESIGNED BY: JR CHECKED BY: JD JOB NO: . DRAWING NO: D10 7 OF 63 SHEETS			



BAR IS ONE INCH
EQUivalent
AT FULL SCALE

APRVL				
REVISIONS	CHANGE ORDER			
DATE	05/16/24			
Δ	1	-	-	-

NEXGEN UTILITY MANAGEMENT

4010 LENNANE DRIVE
SACRAMENTO, CA 95834
916.564.8000

NEXGEN

REGISTERED PROFESSIONAL ENGINEER
No. 059493
J. A. & G. J.
JULY 1997 - PRESENT
CIVIL ENGINEER
STATE OF CALIFORNIA

COLFAX WWTTP
ALGAE REMOVAL PROJECT

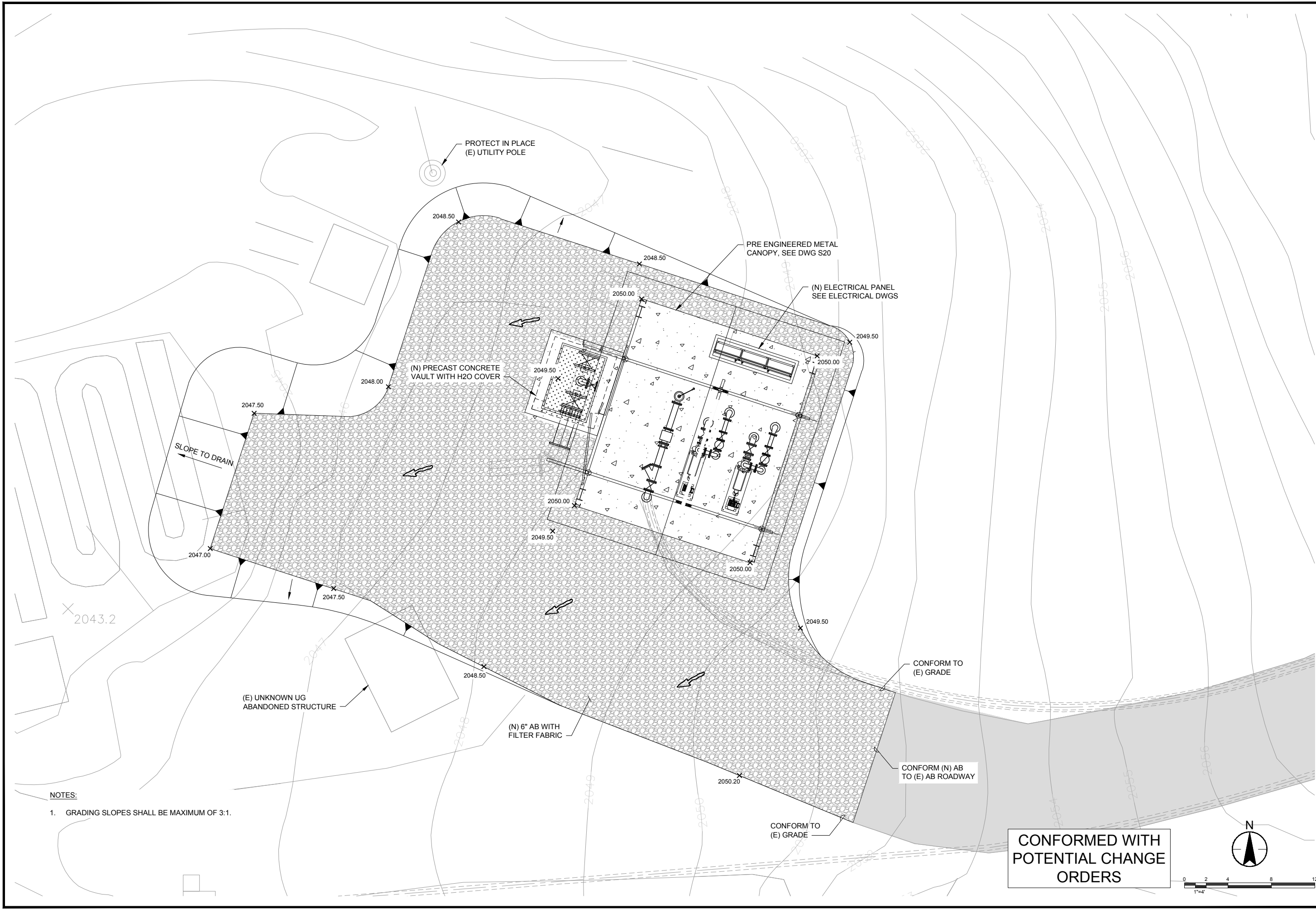
CITY OF COLFAX
Colfax, California

AIR FLOTATION PIPING
PLAN

DATE: 5/15/24
SCALE: 1"=5'
DRAWN BY: JA
DESIGNED BY: AO
CHECKED BY: JD

JOB NO:

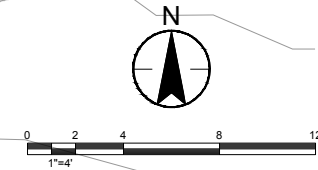
DRAWING NO:
C11
11 OF 63 SHEETS



NOTES:

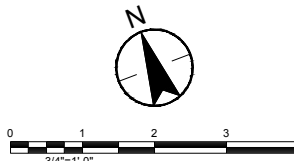
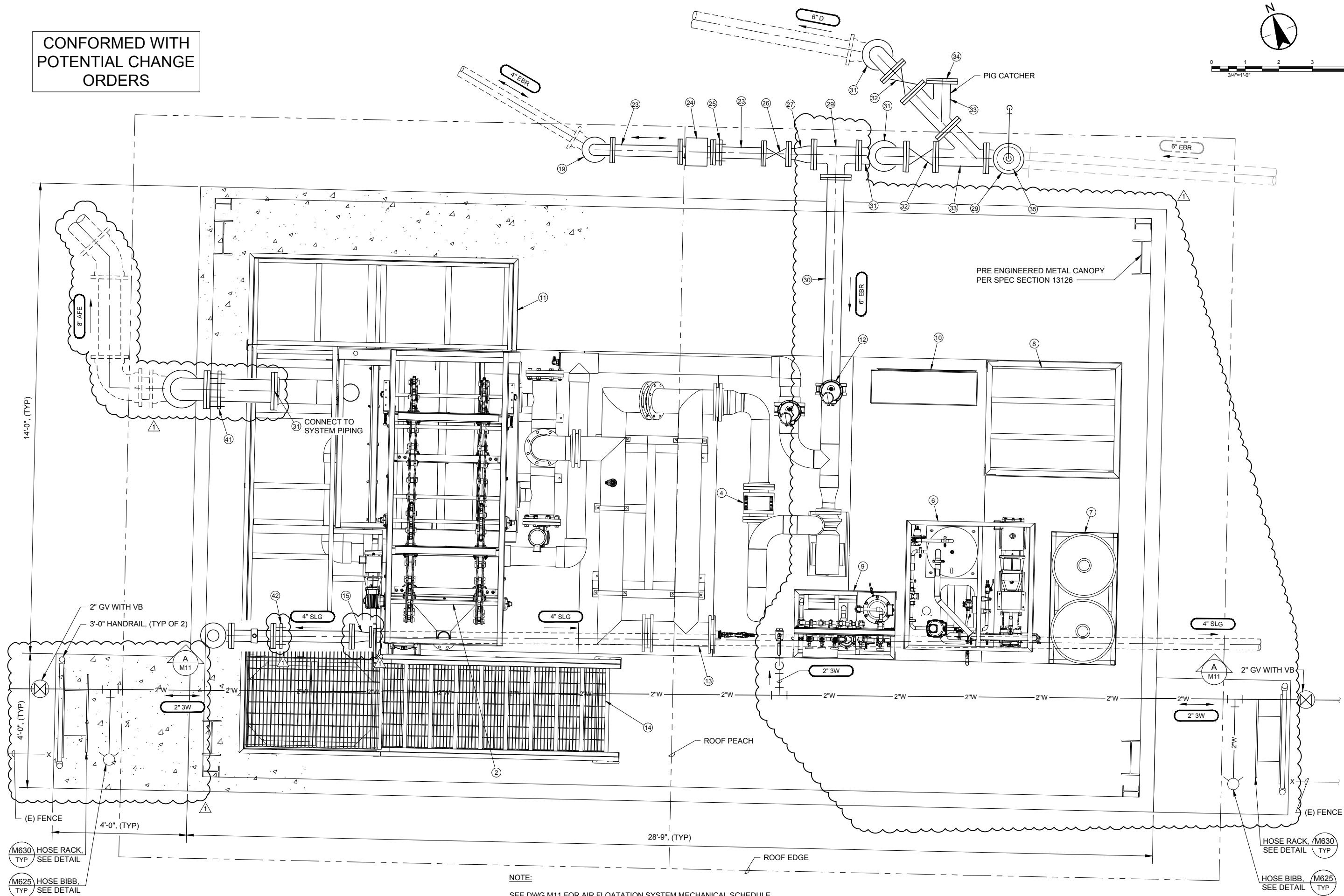
1. GRADING SLOPES SHALL BE MAXIMUM OF 3:1.

CONFORMED WITH
POTENTIAL CHANGE
ORDERS



BAR IS ONE INCH EIGHT FEET AT FULL SCALE			
APRVL	REVISIONS	DATE	
	CHANGE ORDER	05/16/24	
NEXGEN UTILITY MANAGEMENT 4010 LENNANE DRIVE SACRAMENTO, CA 95834 916.564.8000			
COLFAX WWTP ALGAE REMOVAL PROJECT CITY OF COLFAX Colfax, California			
POND 3 PUMP STATION PAVING, GRADING AND DRAINAGE PLANS			
DATE: 5/15/24 SCALE: 1"=4' DRAWN BY: JA DESIGNED BY: JR CHECKED BY: JD C20 JOB NO: .			
DRAWING NO: C20 12 OF 63 SHEETS			

CONFORMED WITH
POTENTIAL CHANGE
ORDERS



BAR IS ONE INCH
AT FULL SCALE

APRVL	REVISIONS	DATE
	CHANGE ORDER	05/16/24

NEXGEN UTILITY MANAGEMENT
4010 LENNANE DRIVE
SACRAMENTO, CA 95834
916.564.8000



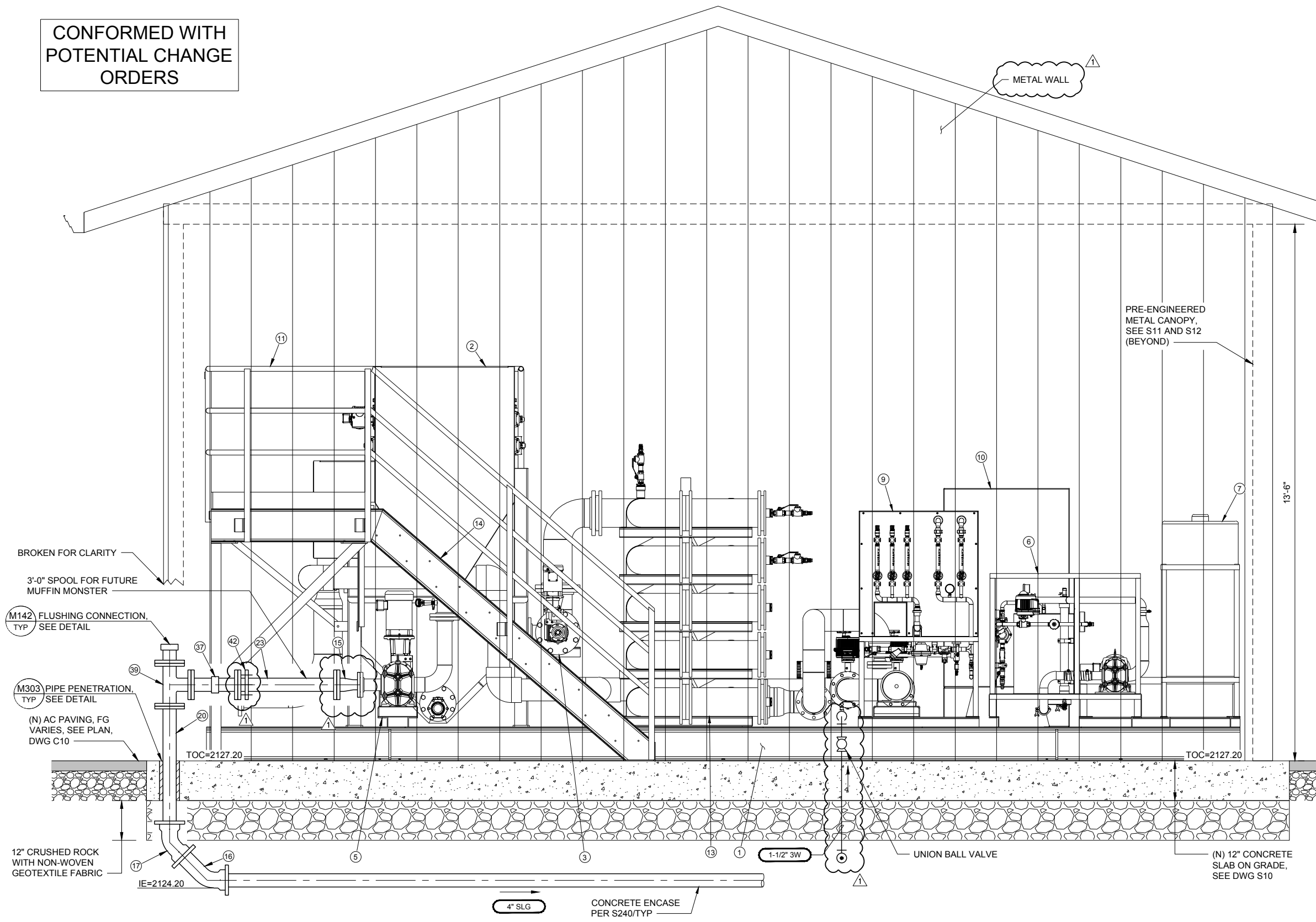
COLFAX WWTP
ALGAE REMOVAL PROJECT
CITY OF COLFAX
Colfax, California

AIR FLOTATION PLAN

DATE: 5/15/24
SCALE: 3/4"=1'-0"
DRAWN BY: JA
DESIGNED BY: AO
CHECKED BY: JD

JOB NO: .
DRAWING NO:
M10
18 OF 63 SHEETS

CONFORMED WITH
POTENTIAL CHANGE
ORDERS



SECTION
SCALE: 3/4"=1'-0"

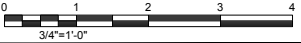
SAF ENCLOSURE

MECHANICAL NOTES:

- ALL MOTORS ARE TO BE 460V AC, 60 HZ, 3PH UNLESS OTHER WISE SPECIFIED.
- ALL CONNECTING PIPING AND ELECTRICAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ITEMS 1-9 AND 11-15 SHALL BE PROVIDED BY ONE SAF SYSTEM SUPPLIER.

SAF UNIT MECHANICAL SCHEDULE

ITEM No.	DESCRIPTION	QTY
①	HERON SYSTEM INTEGRATION SKID, POWDER COATED STEEL STRUCTURE	1
②	HERON CF125 CLEARFLOATER TANK, 1/4 HP SKIMMER MOTOR, VFD CONTROLLED, ADJUSTABLE WEIR	1
③	CF125 CLEARMIXER WITH 3/4 HP MIXING MOTOR	1
④	6" SMART MEASUREMENT ALMAGWP MAGNETIC FLOW METER, FLANGED, ANSI 150#	1
⑤	BORGER PL200 3HP SOLIDS PUMP WITH SKID, UP TO 80 GPM	1
⑥	HERON F50 SAF FROTH GENERATOR, 5HP CIRCULATION PUMP, UP TO 13 GPM FROTH OUTPUT WITH STENNER PERASTALTIC METERING PUMP	-
⑦	65 GALLON SINGLE CONTAINMENT DOUBLE CARBOY STAND	-
⑧	275 GALLON CHEMICAL TOTE STAND FOR COAGULANT, TOTE BY OTHERS, WITH STENNER PERASTALTIC METERING PUMP	-
⑨	PDS 2 POLYMER DILUTION SYSTEM WITH 2HP FLASH MIXER AND STENNER PERASTALTIC METERING PUMP, 1.5-8 GPM	1
⑩	SYSTEM CONTROL PANEL WITH PLC, HMI, AND VFDS, 480V POWER CONNECTION	1
⑪	MAINTENANCE PLATFORM, L SHAPED, POWDER COATED STEEL FRAME WITH GALVANIZED SERRATED GRATING, ACCESS LADDER	1
⑫	PATTERSON E3P7A-CC 5HP SYSTEM FEED AND FLUSH PUMP	1
⑬	8" FLOCCULATION TUBES, DR17 HDPE, WITH STAINLESS STEEL STAND AND CHEMICAL INJECTION POINTS	1
⑭	MAINTENANCE PLATFORM STAIRS, STEEL POWDER COATED, GALVANIZED SERRATED STEPS AND GRATING	1
⑮	3" FL X 4" FL REDUCER	1
⑯	4" MJ X PE 45° BEND	1
⑰	4" MJ X MJ 45° BEND	1
⑱	4" CHECK VALVE	1
⑲	4" DI FLG X FLG 90° BEND	1
⑳	4" DI FLG X PE SPOOL	6
㉑	4" DI MJ X MJ 90° BEND	4
㉒	4" DI PE X PE SPOOL	2
㉓	4" DI FLG X FLG SPOOL	3
㉔	4" MAG METER	1
㉕	4" FLANGED COUPLING ADAPTOR	1
㉖	4" GATE VALVE	3
㉗	4" X 6" DI FLG REDUCER	1
㉘	4" X 4" X 4" DI MJ TEE	1
㉙	6" X 6" X 6" DI FLGD TEE	2
㉚	6" DI FLG X FLG SPOOL	1
㉛	6" DI FLG X FLG 90° BEND	4
㉜	6" GATE VALVE	2
㉝	6" DI FLG WYE	2
㉞	6" DI BF	1
㉟	1" ARV ASSEMBLY	1
㊱	6" DI FLG X PE SPOOL	1
㊲	1" TAPPING SADDLE WITH CORP STOP	1
㊳	6" RESTRAINED MJ	1
㊴	4" X 4" X 4" DI FLG TEE	1
㊵	8" FLANGE COUPLING ADAPTOR	1
㊶	4" FLANGE COUPLING ADAPTOR	1



BAR IS ONE INCH
AT FULL SCALE

DATE	REVISIONS	APPROVAL
05/16/24	CHANGE ORDER	

NEXGEN UTILITY MANAGEMENT
4010 LENNANE DRIVE
SACRAMENTO, CA 95834
916.564.8000



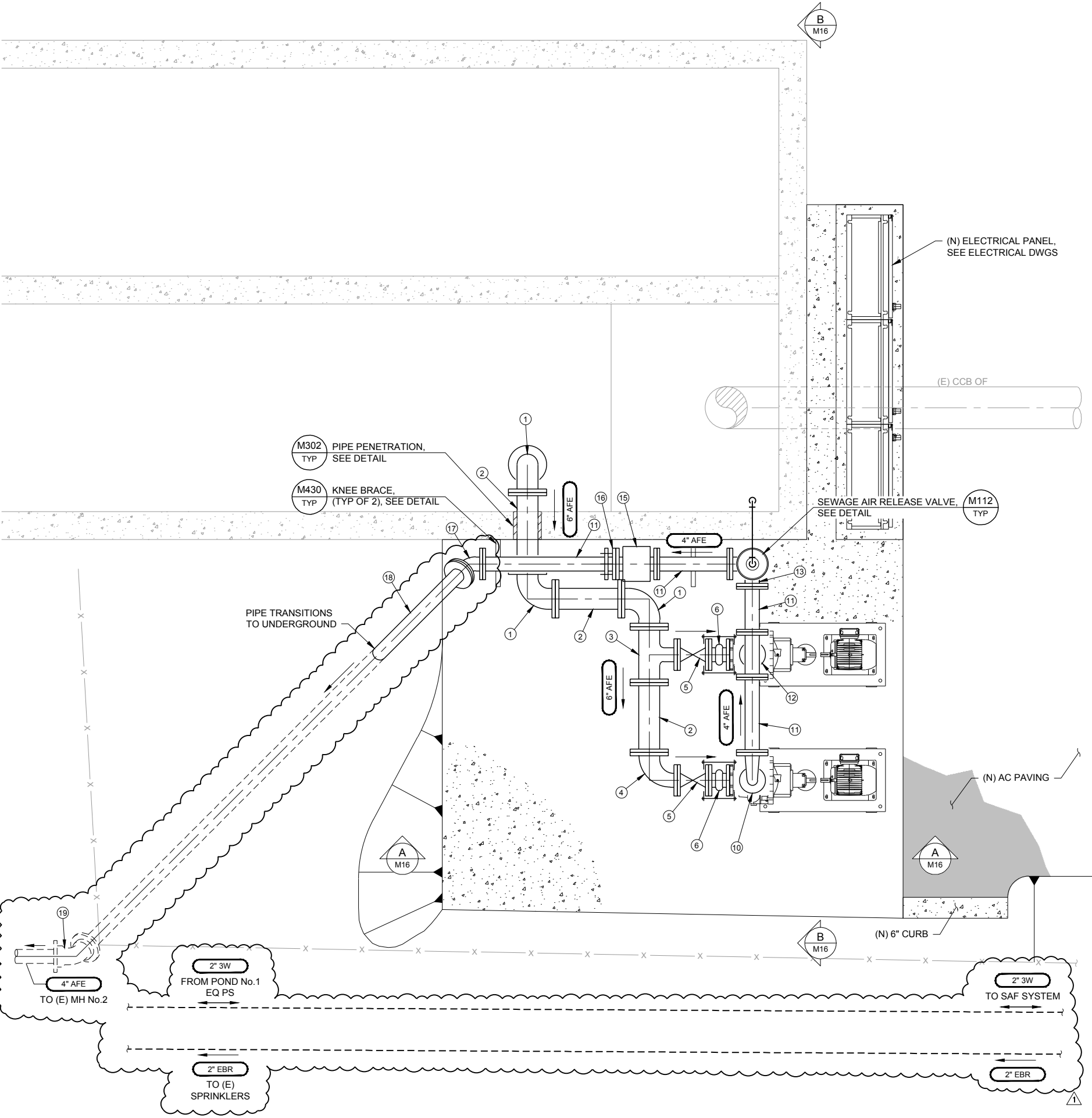
COLFAX WWTP
ALGAE REMOVAL PROJECT
CITY OF COLFAX
Colfax, California

AIR FLOTATION SECTION

DATE: 5/15/24
SCALE: 3/4" = 1'-0"
DRAWN BY: JA
DESIGNED BY: AO
CHECKED BY: JD

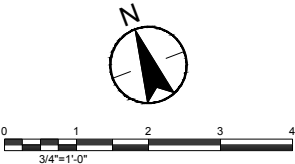
JOB NO: .

DRAWING NO:
M11
19 OF 63 SHEETS



CHLORINE CONTACT BASIN PUMP STATION MECHANICAL SCHEDULE		
ITEM No.	DESCRIPTION	QTY
①	6" DI FLG X FLG 90° BEND	3
②	6" DI FLG X FLG SPOOL	4
③	6" X 6" X 4" DI FLGD TEE	1
④	6" X 4" DI FLG X FLG REDUCER 90° BEND	1
⑤	4" GATE VALVE	2
⑥	4" FLEXIBLE RESTRAINED COUPLING ADAPTER	2
⑦	3" FLEX COUPLING	2
⑧	3" CHECK VALVE	2
⑨	3" GATE VALVE	2
⑩	4" X 3" DI FLG 90° BEND REDUCER	1
⑪	4" DI FLG X FLG SPOOL	5
⑫	4" X 4" X 3" DI FLG TEE	1
⑬	4" X 4" X 4" DI FLG TEE	1
⑭	4" DI FLG X FLG 90° BEND	1
⑮	4" MAG METER	1
⑯	4" FLANGED COUPLING ADAPTER	1
⑰	4" FLG X FLG 45° BEND	1
⑱	4" DI FLG X PE SPOOL	1
⑲	4" DI MJ X MJ 90° BEND	1

CONFORMED WITH
POTENTIAL CHANGE
ORDERS



BAR IS ONE INCH
EQUALS 30 FEET
AT FULL SCALE

APRVL
REVISIONS
DATE
1
05/16/24

NEXGEN UTILITY MANAGEMENT
4010 LENNANE DRIVE
SACRAMENTO, CA 95834
916.564.8000

NEXGEN

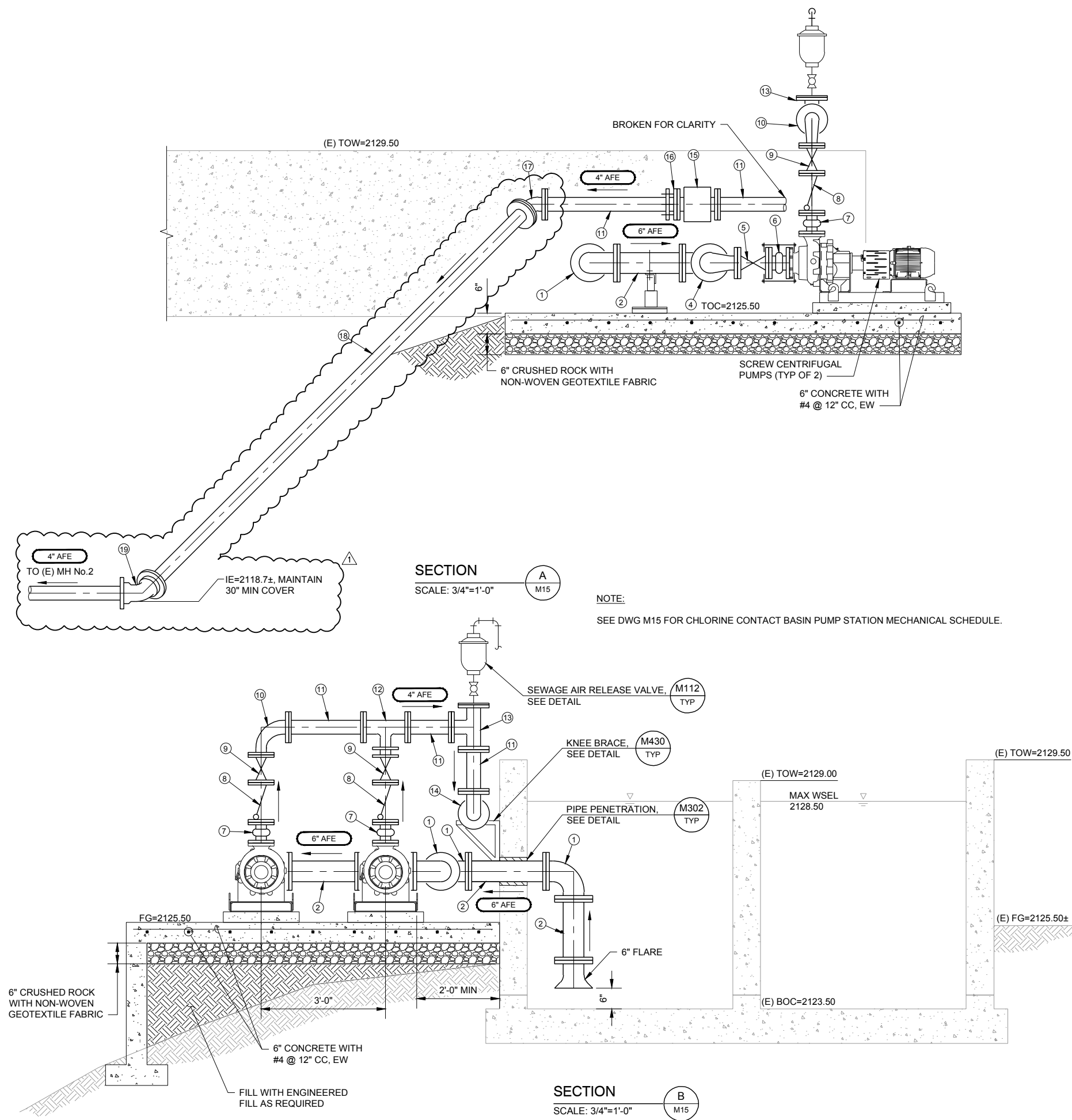
REGISTERED PROFESSIONAL ENGINEER
JAMES J. MCGEE
No. 50589
Exp. 3-31-2027
CITY OF CALIFORNIA

COLFAX WWTP
ALGAE REMOVAL PROJECT
CITY OF COLFAX
Colfax, California

CHLORINE CONTACT BASIN
PUMP STATION PLAN

DATE: 5/15/24
SCALE: 3/4"=1'-0"
DRAWN BY: JA
DESIGNED BY: JR
CHECKED BY: JD
JOB NO: M15

DRAWING NO:
M15
20 OF 63 SHEETS



CONFORMED WITH
POTENTIAL CHANGE
ORDERS



BAR IS ONE INCH
EQUALS 30 FEET
AT FULL SCALE

APPROVAL				
REVISIONS	CHANGE ORDER			
DATE	05/16/24			
BY	1			

NEXGEN UTILITY MANAGEMENT

4010 LENNANE DRIVE
SACRAMENTO, CA 95834
916.564.8000

COLFAX WWTP
ALGAE REMOVAL PROJECT

CITY OF COLFAX
Colfax, California

CHLORINE CONTACT BASIN
PUMP STATION

SECTIONS AND DETAILS

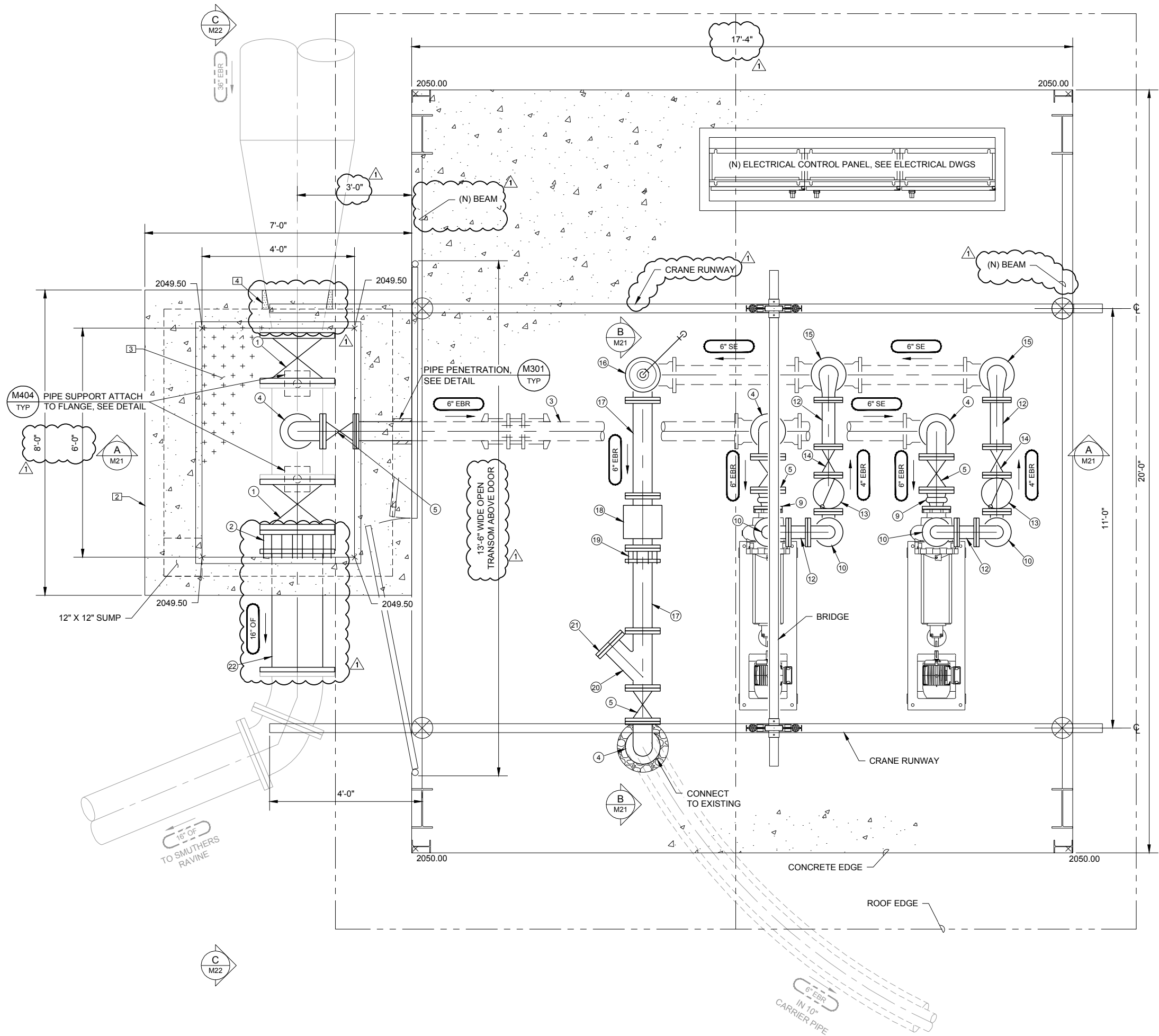
DATE: 5/15/24
SCALE: AS SHOWN
DRAWN BY: JA
DESIGNED BY: JR
CHECKED BY: JD
JOB NO: M11

DRAWING NO:

M16

21 OF 63 SHEETS

PROJECT: NEXGEN 22-22005-ColfaxWwtp-Design\ColfaxWWTP-CHLORINE PUMPS M15-M16.dwg 5/15/24 4:23pm jaydo



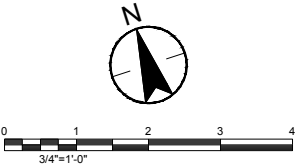
POND No.3 PUMP STATION MECHANICAL SCHEDULE

ITEM No.	DESCRIPTION	QTY
①	16" GATE VALVE	2
②	16" FLANGE COUPLING	1
③	6" DI FLG X PE SPOOL	5
④	6" DI FLG X FLG 90° BEND	4
⑤	6" GATE VALVE	4
⑥	6" X 6" X 6" MJ TEE	2
⑦	6" PE X PE SPOOL	3
⑧	6" DI MJ X MJ 90° BEND	4
⑨	6" X 4" DI FLG FLEXIBLE COUPLING REDUCER	2
⑩	4" DI FLG X FLG 90° BEND	6
⑪	4" DI FLG FLEXIBLE COUPLING	2
⑫	4" DI FLG X FLG SPOOL	6
⑬	4" CHECK VALVE	2
⑭	4" GATE VALVE	2
⑮	4" DI FLG X 6" FLG 90° BEND REDUCER	2
⑯	6" X 6" X 6" DI FLG TEE	1
⑰	6" DI FLG X FLG SPOOL	1
⑱	6" MAG METER	1
⑲	6" FLANGED COUPLING ADAPTER	1
⑳	6" DI FLG WYE	1
㉑	4" DI FLG WYE	1
㉒	16" DI FLG X FLG SPOOL	1
㉓	1/2" BV AND SADDLE	2
㉔	PRESSURE GAUGE	1

CONSTRUCTION NOTES:

- CONTRACTOR TO POTHOLE AND VERIFY FITTINGS AND DIMENSIONS BEFORE ORDERING FITTINGS AND VAULT. SEE DRAWING D10.
- INSTALL APPROX 6'-0" X 6'-6" X 8'-6" DEEP I.D. PRE-CAST CONCRETE VALVE VAULT.
- INSTALL ALUMINUM ACCESS HATCH MIN 4'-0" X 6'-0" WITH LOCK, STAINLESS STEEL HARDWARE, AND LIFT ASSIST. HATCH AND LID SHALL BE REINFORCED FOR H-20 TRAFFIC LOADING.
- PROVIDE SLOTTED PIPE OPENINGS IN PRECAST WALLS TO ACCOMMODATE EXISTING 16" PIPE. WRAP PIPE WITH 2 LAYERS OF RUBBER SHEET SIMILAR TO M303/TYP AND GROUT OPENINGS AFTER VAULT PLACEMENT.

CONFORMED WITH
POTENTIAL CHANGE
ORDERS



BAR IS ONE INCH
AT FULL SCALE

APRVL	REVISIONS	CHANGE ORDR	DATE	05/16/24
	1			

NEXGEN UTILITY MANAGEMENT
4010 LENNANE DRIVE
SACRAMENTO, CA 95834
916.564.8000



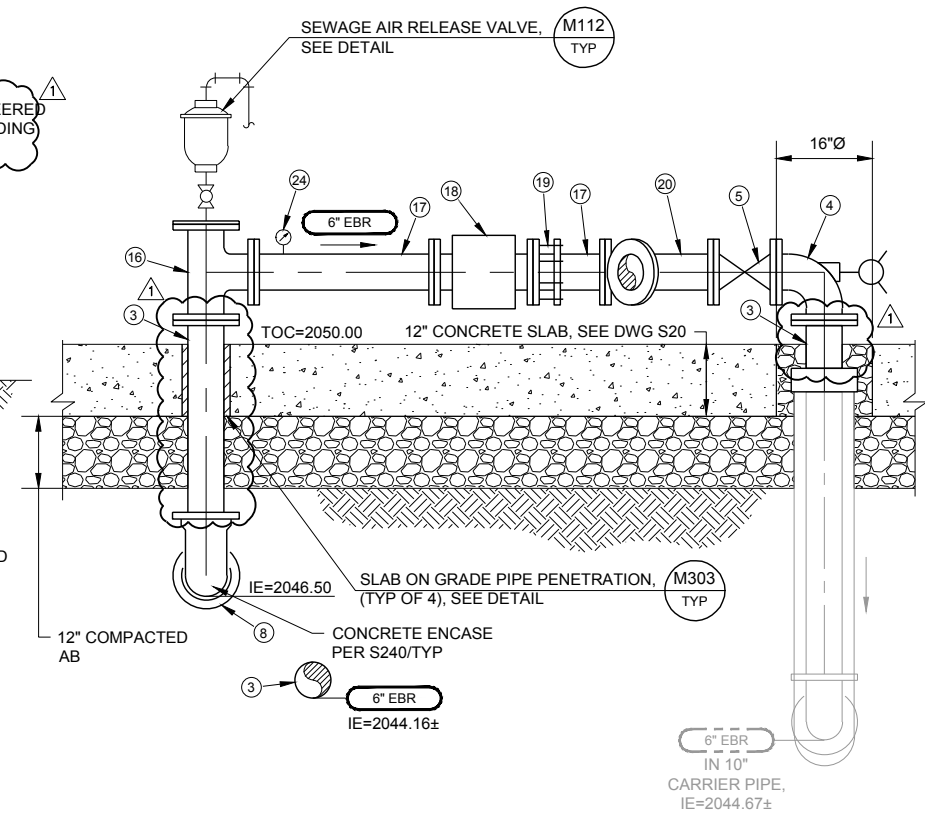
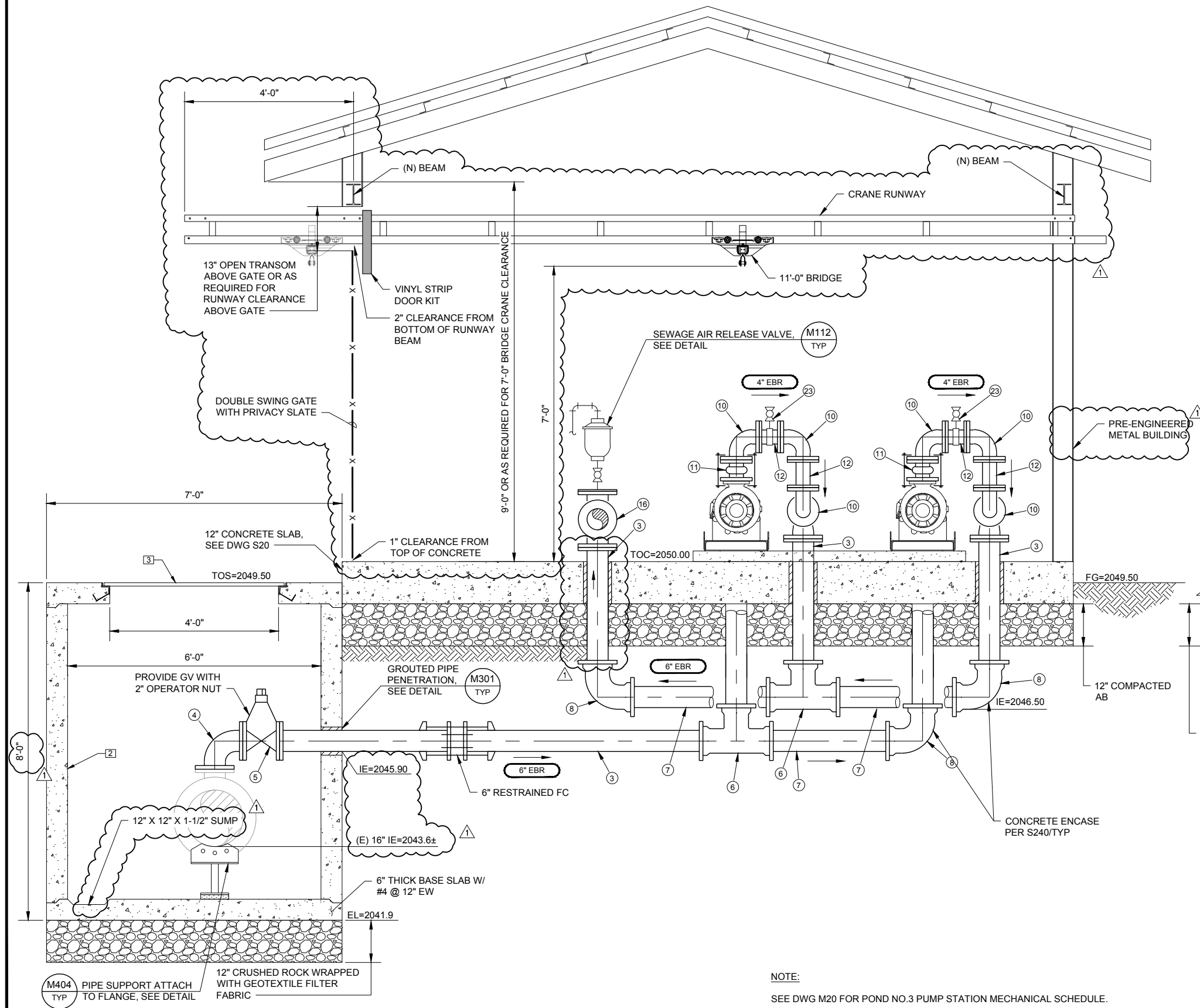
COLFAX WWTP
ALGAE REMOVAL PROJECT
CITY OF COLFAX
Colfax, California

POND No.3 PUMP STATION
PLAN

DATE: 5/15/24
SCALE: 3/4\"/>

DRAWING NO:
M20
22 OF 63 SHEETS

X:\CS_PROJECTS\NEXGEN\24\22005-ColfaxWWTP\Drawings\ColfaxWWTP_POND 3 PUMP STATION 5/15/24 4:23pm jaydo



SECTION
SCALE: 3/4"=1'-0"

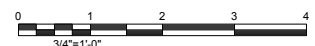
B
M20

SECTION
SCALE: 3/4"=1'-0"

A
M20

NOTE:
SEE DWG M20 FOR POND NO.3 PUMP STATION MECHANICAL SCHEDULE.

CONFORMED WITH
POTENTIAL CHANGE
ORDERS



BAR IS ONE INCH
EQUivalent TO
AT FULL SCALE

DATE	REVISIONS	APPROVAL
05/16/24	CHANGE ORDER	
1		

NEXGEN UTILITY MANAGEMENT
4010 LENNANE DRIVE
SACRAMENTO, CA 95834
916.564.8000



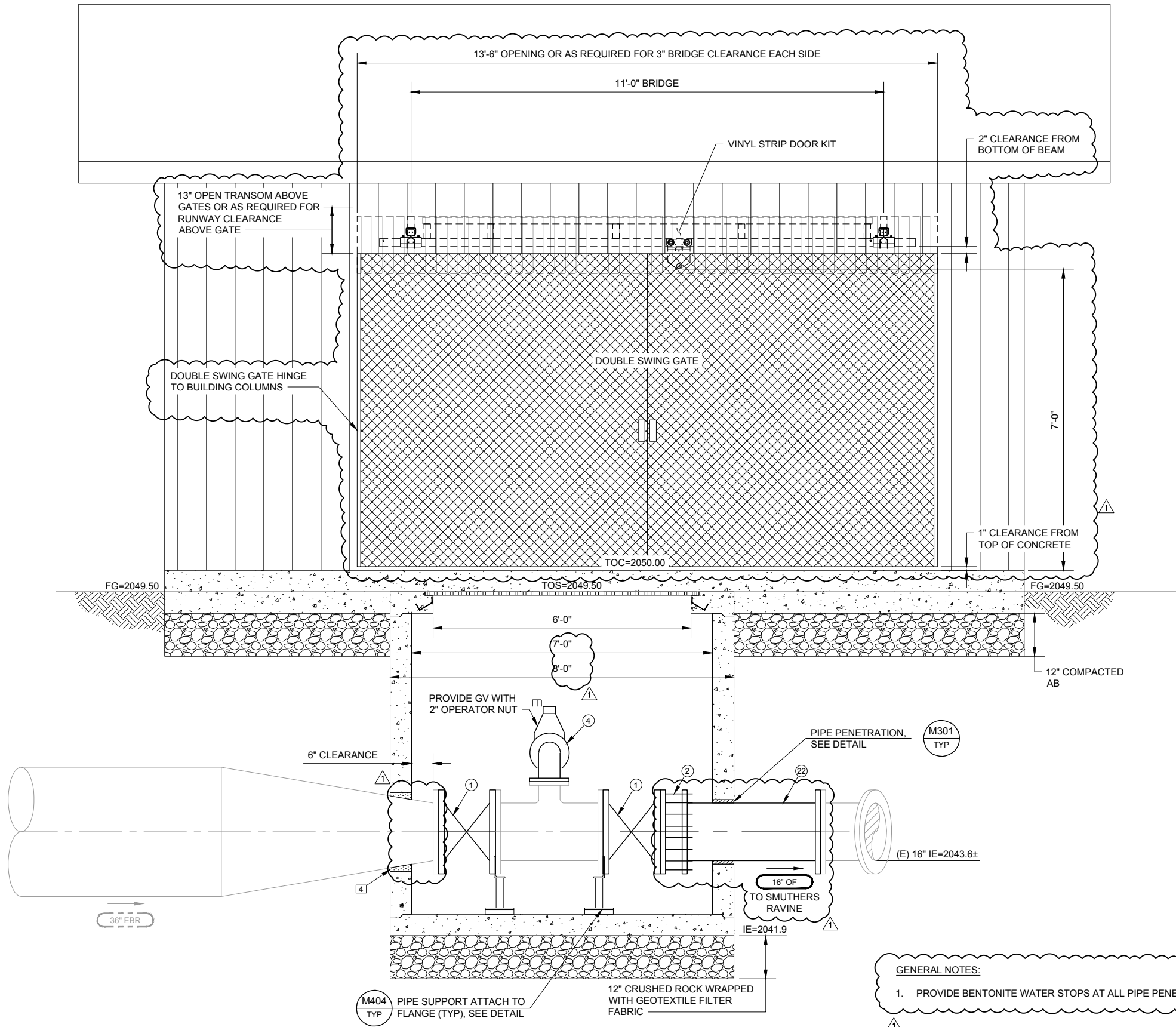
COLFAX WWTP
ALGAE REMOVAL PROJECT
CITY OF COLFAX
Colfax, California

POND 3 PUMP STATION
SECTIONS

DATE: 5/15/24
SCALE: 3/4"=1'-0"
DRAWN BY: JA
DESIGNED BY: JR
CHECKED BY: JD
JOB NO: M21

DRAWING NO:
M21
23 OF 63 SHEETS

X:\CS-PROJECTS\NEXGEN\24\22005-ColfaxWWTP\Drawings\ColfaxWWTP_POND 3 PUMP STATION.dwg 5/15/24 4:23pm jaydo



SECTION

SCALE: 3/4"=1'-0"

C
M20

CONFORMED WITH
POTENTIAL CHANGE
ORDERS

0 1 2 3 4
3/4"=1'-0"

BAR IS ONE INCH
EQUivalent
AT FULL SCALE

DATE	REVISIONS	APPROVAL
05/16/24	CHANGE ORDER	
1		

NEXGEN UTILITY MANAGEMENT
4010 LENNANE DRIVE
SACRAMENTO, CA 95834
916.564.8000



COLFAX WWTP
ALGAE REMOVAL PROJECT
CITY OF COLFAX
Colfax, California

POND 3 PUMP STATION
ELEVATION

DATE: 5/15/24
SCALE: 3/4"=1'-0"
DRAWN BY: JA
DESIGNED BY: AO
CHECKED BY: JD
M22

JOB NO.
DRAWING NO:
M22
24 OF 63 SHEETS

\\CS-0001\GIS\DRAWING\24\22005-COLFAX\algaeRemoval\ColfaxWWTP_POND 3 PUMP STATION ELEVATION.dwg 5/15/24 4:23pm jaydo



Staff Report to City Council

FOR THE AUGUST 28, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Revised Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy

Budget Impact Overview:

N/A: X	Funded:	Un-funded:	Amount:	Fund(s):
--------	---------	------------	---------	----------

RECOMMENDED ACTION: Adopt Resolution __-2024 Approving the Revised Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy

Summary/Background

Pioneer Community Energy (“Pioneer”) is a Joint Powers Authority (“JPA”) 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 goal of providing stable and competitive electricity rates to the residents and businesses within its member jurisdictions. Pioneer purchases the electricity supply and Pacific Gas & Electric (“PG&E”) transmits and delivers the power through PG&E’s infrastructure (poles and wires). PG&E continues to own, operate, and maintain the distribution infrastructure. PG&E also continues to provide meter reading and billing services for Pioneer’s customers.

At the January 18, 2024, the Pioneer Governing Board (“Board”) meeting, the Board adopted resolution approving the Second Amended and Restated JPA for Pioneer. The bulk of the changes were clarifying or clerical in nature. The most substantive change was to Section 19, Amendment. The current process requires all amendments to the JPA be individually approved by each Voting Member resulting in complications and delays and the proposed language provided remedy by eliminating this requirement for certain amendments and allowing the Board to approve such amendments to the JPA with a two-thirds vote after providing notice to Voting Members.

Subsequently, at the January 24, 2024 City of Colfax’s Council meeting, the Council adopted all of the proposed amendments. However, the City of Rocklin and the Town of Loomis provided additional amendments for consideration:

- **Section 14.A and B (Rocklin):** relates to the process to withdraw from the JPA. The proposed amendment requires any change to this section to be approved by the Voting Members and include Section 14.A and B in Section 19.
- **Section 19 (Loomis):** amended to provide forty-five (45) days written note to all Members of amendments to the JPA from the current thirty (30) days.
- **Title Change:** Change the title of the Executive Director to Chief Executive Officer.

At the June 20, 2024, Pioneer Board meeting, the Board approved the amendments provided by the Town of Loomis and the City of Rocklin and an administrative amendment related to the title change.

Due to the Second Amended and Restated JPA not being unanimously approved, the adoption of the Resolution at the January 24, 2024, City Council Meeting, is not in effect. The Revised Second Amended and Restated JPA includes prior amendments approved at Pioneer's Board meeting on January 18th and June 20th.

The Pioneer Board is expected to execute the Revised Second Amended and Restated JPA at the September 19, 2024, Pioneer Board meeting.

Fiscal Impacts

There is no fiscal impact to the City.

Attachments:

1. Resolution __-2024
2. Revised Second Amended and Restated Joint Exercise of Powers Agreement
3. Joint Powers Agreement Redline
4. Staff Report from the June 20, 2024, Pioneer Community Energy Board Meeting

City of Colfax

City Council

Resolution № __-2024

RESOLUTION APPROVING THE REVISED SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY

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 (“CCA”) Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program 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, the Amended and Restated JPA became effective on February 22, 2017; 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, the Governing Board of Pioneer has since approved five amendments to the Amended and Restated JPA, which make certain changes and add new Voting Members to the JPA; and

WHEREAS, pursuant to Section 19 of the Amended and Restated JPA, the governing body of each Voting Member must individually approve amendments to the Amended and Restated JPA and thereafter the Governing Board of Pioneer ratifies the amendment; and

WHEREAS, individual approval of amendments by each Voting Member results in logistical complications and delays, which can be remedied by eliminating this requirement for certain amendments and allowing the Governing Board of Pioneer to approve such amendments to the JPA with a two-thirds vote after providing notice to the Voting Members; and

WHEREAS, the Revised Second Amended and Restated JPA includes all amendments proposed in the Second Amended and Restated JPA; and

WHEREAS, the Revised Second Amended and Restated JPA includes additional amendments of (1) requiring any proposed amendments to Member withdrawal (Section 14.A and B) will require Voting Member approval; (2) extend the notification period to Members of an upcoming amendment to the JPA from thirty (30) days to forty-five (45) days; and reflect the title change from Executive Director to Chief Executive Officer; and

WHEREAS, to these ends, the COUNCIL OF THE CITY OF COLFAX desires to approve the execution of the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy to incorporate the changes made by the previous amendments to the Amended and Restated JPA, clarify language, correct clerical errors, and streamline adoption of amendments to the JPA that no not directly impact the member agencies or change the nature of Pioneer or its powers.

NOW, THEREFORE, the CITY COUNCIL OF COLFAX hereby resolves as follows:

Section 1. The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

Section 2. The COLFAX CITY COUNCIL hereby approves the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy, in the form attached hereto as Exhibit “A,” and authorizes and directs the Mayor to execute the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy in the name and on behalf of COLFAX.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th day of August, 2024 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kim A. Douglass, Mayor

ATTEST:

Amanda Ahre, City Clerk

REVISED

SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY

This Revised Second Amended and Restated Joint Exercise of Powers Agreement (hereafter “Agreement” or “Revised JPA”) amends and restates the Amended and Restated Joint Exercise of Powers Agreement (“Amended and Restated JPA”), with the effective date of February 22, 2017, for PIONEER COMMUNITY ENERGY, (hereafter “Pioneer”), as amended and executed pursuant to Amendments No. 1 through 5, by and among the Voting Members (including the New Voting Members) and the Associate Members listed in Exhibit A to this Agreement, all public entities of the State of California who become signatories to this Agreement, 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 Pioneer;
- 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 Pioneer a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).
- G. 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
- H. 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 Aggregation Program within the jurisdictions of the Voting Members; and
- I. 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
- J. 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
- K. Whereas, Amendments No. 2 through 4 to the Amended and Restated JPA made certain changes to the Amended and Restated JPA; and
- L. Whereas, Amendment No. 5 to the Amended and Restated JPA, which was approved by the Governing Board on October 25, 2022 and became effective February 27, 2023, authorized the City of Nevada City and the City of Grass Valley as Voting Members; and
- M. Whereas, on January 18, 2024, the Governing Board approved the Second Amended and Restated Joint Powers Agreement to clean-up and streamline the approval process for future amendments to the Agreement; and
- N. Whereas, the Second Amended and Restated Joint Powers Agreement did not receive a unanimous vote of all of the governing bodies of the Voting Members;
- O. Whereas, the Board of Directors wish to amend the proposed Second Amended and Restated Joint Powers Agreement approved by the Board of Directors on

January 18, 2024 to incorporated the requested amendments of the Voting Members.

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, Pioneer 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 Pioneer 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 Pioneer 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 Pioneer 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”). Pioneer 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 Pioneer within the territorial jurisdiction of such Associate Members.

Section 3. Effective Date and Term

This Agreement shall be effective as a revised second amendment and restatement of the Original Agreement, and Pioneer shall continue to exist as a separate public agency under the terms of this Agreement after approval and signature of the Revised Second Amended and Restated Agreement by all Voting Members. 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 Pioneer.

Section 4. Powers

Pioneer 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 Pioneer within the territory of Pioneer 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 Pioneer is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.

Pioneer 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 Chief Executive Officer;
- C. to acquire, contract, manage, maintain, and operate ally 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 Pioneer, as Pioneer 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 Pioneer (“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 Pioneer;
- O. to establish a non-voting “Associate Member” status that provides membership in Pioneer to jurisdictions that are outside jurisdictional boundaries of Pioneer’s Voting Members, but within whose boundaries a PACE, CCA, or other energy program is established and implemented by Pioneer 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 Pioneer. 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 Pioneer 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 Pioneer 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 Pioneer in implementing a program, including indirect costs, shall be costs of Pioneer 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 Pioneer shall consist of two (2) members of the Placer County Board of Supervisors, and one (1) member each for all other Voting Members, appointed respectively by each Voting Member that is or becomes a signatory to this Agreement (“Board Member”). The total number of Board Members shall equal the total number of Voting Members listed in Exhibit A plus one (1).

The Boards of Supervisors, City Councils and Town Councils of the Voting Members listed in Exhibit A shall respectively appoint such member(s) set out above and not less than one alternate member per Board Member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors, City Council or 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 designated 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 Pioneer, consistent with this Agreement and applicable law. Unless otherwise specified in Section 8, action by Pioneer Board will be taken by majority vote of the Board Members present.
- 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 Pioneer.
- 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 Pioneer. 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 Pioneer of expenses incurred by Board Members.

Section 6. Chief Executive Officer and Other Staff

- A. Chief Executive Officer. The Board shall appoint a Chief Executive Officer for Pioneer, who shall be responsible for the day-to-day operation and management of Pioneer. The Chief Executive Officer may exercise all powers of Pioneer, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Chief Executive Officer shall hire and supervise any Pioneer employees or consultants.
- B. Chief Executive Officer Reports to the Board. The Chief Executive Officer 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 Pioneer during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Chief Executive Officer's reports.
- C. Services Providers. The Chief Executive Officer may appoint one or more services providers to serve as Pioneer'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 Pioneer 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 Pioneer. This section shall not in any way be construed to limit the discretion of Pioneer 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 Pioneer 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 Governing Board shall appoint a Treasurer for Pioneer. The Treasurer shall be the depository of Pioneer 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 Pioneer in compliance with the Act. The Auditor-Controller of Pioneer shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. Pioneer of the Board to appoint a Treasurer and Auditor/Controller shall include Pioneer to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

Section 8. Special Voting Requirements and Voting Shares

- A. Involuntary Termination. Action of the Board on matters set forth in Section 15A (involuntary termination of a Member) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, 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. Amendment. Action of the Board on matters set forth in Section 19 (amendment of this Agreement) shall require an affirmative vote of at least two-thirds of the Board members.
- C. Eminent Domain. A decision to exercise the power of eminent domain on behalf of Pioneer 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.
- D. 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.

Section 9. Financial Provisions

- A. Fiscal Year. For the purposes of this Agreement, Pioneer shall have such fiscal year from July 1 to and including the following June 30.
- B. Depository. All funds of Pioneer shall be held in separate accounts in the name of Pioneer and not commingled with funds of any Member or any other person or entity. All funds of Pioneer 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 Pioneer 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 Pioneer, 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 Pioneer Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of Pioneer shall be approved by the Board in accordance with the Operating Rules and Regulations.
- E. Funding of Initial Costs. The County of Placer funded certain activities necessary to implement the CCA Program. These costs were repaid in full when the CCAP Program became operational.
- F. CCA Program Costs. The Members desire that all costs incurred by Pioneer 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 Pioneer 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 Pioneer.
- 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 Pioneer 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 Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to Pioneer's PACE Program, and to the assumption of jurisdiction thereover by Pioneer for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize Pioneer 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.

Pioneer 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. Pioneer 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 by 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 an action to approve the 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.

- E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of Pioneer 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. Pioneer Documents. The Members acknowledge and agree that the affairs of Pioneer 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 Pioneer 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 Pioneer shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of Pioneer'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

Pioneer is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of Pioneer 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 Pioneer. A Member who has not agreed to assume a Pioneer 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 Pioneer. Should any debt, liability or obligation of Pioneer not be waived or allowed payable through assets of Pioneer, 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

Pioneer shall acquire and maintain such insurance coverage as is necessary to protect the interests of Pioneer, 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. Pioneer 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 Pioneer 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 Pioneer'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 Pioneer 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 Pioneer following an amendment to this Agreement adopted by the Board which the Board Member appointed as the representative of 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 Pioneer 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 Pioneer 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 Pioneer to serve the Member's load. With respect to such liability, upon notice by an Member that it wishes to withdraw from the program, Pioneer 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. Pioneer may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with Pioneer, as reasonably determined by Pioneer 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 Pioneer 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 Voting Member to withdraw its participation in the CCA Program, as described in Section 14A.
- D. **Disposition of Property upon Termination of Pioneer.** Upon termination of this Agreement, any surplus money or assets in possession of Pioneer 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.
- 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

- A. 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 Pioneer a resolution of the public agency approving of this form of participation.
- B. 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.

- C. 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

Pioneer 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 15, all costs, expenses, and charges legally incurred by Pioneer shall be paid and discharged; and Pioneer 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 only be amended by a written amendment approved by a vote of Board Members as provided in Section 8. Amendments to Sections 4, 14.A. and B of this Agreement, and the addition of new Voting Members shall also be separately approved by a duly adopted resolution of the governing board of each Member. Pioneer shall provide written notice to all Members of amendments to this Agreement at least forty-five (45) days prior to the date upon which the proposed amendment is being considered by the Board. If the proposed amendment is adopted by the Board, the Authority shall provide prompt written notice to all Members of the effective date of such amendment along with a copy of the amendment.

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 that the last Voting Member has executed this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Revised Second Amended and Restated Joint Powers Agreement.

EXECUTED ON

COUNTY OF EL DORADO, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

COUNTY OF PLACER, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF AUBURN, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

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 GRASS VALLEY, 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 _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF NEVADA CITY, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF PLACERVILLE, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, Town Council

SIGNATURES CONTINUED ON NEXT PAGE

Exhibit A

Voting Members and Associate Members

Section A.1 Voting Members

City of Auburn

City of Colfax

City of Grass Valley

City of Lincoln

City of Nevada City

City of Placerville

City of Rocklin

County of El Dorado

County of Placer

Town of Loomis

Section A.2 Associate Members

City of Folsom

County of Sacramento

Town of Truckee

REVISED

**SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT FOR ~~THE SIERRA VALLEY~~PIONEER COMMUNITY
ENERGY ~~AUTHORITY~~**

~~THIS~~This Revised Second Amended and Restated Joint Exercise of Powers Agreement (hereafter “Agreement” or “Revised JPA”) amends and restates the Amended and Restated Joint Exercise of Powers Agreement ~~for the SIERRA VALLEY~~ (“Amended and Restated JPA”), with the effective date of February 22, 2017, for PIONEER COMMUNITY 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~~Pioneer”), as amended and executed pursuant to Amendments No. 1 through 5, by and among the Voting Members (including the New Voting Members) and the Associate Members listed in Exhibit A to this Agreement, all 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~~Pioneer;
- 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~~PioneerPioneer a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).¶
- G. 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 ¶
- H. 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 Aggregation Program within the jurisdictions of the Voting Members; and ¶
- I. 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 ¶
- J. 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 ¶
- K. Whereas, Amendments No. 2 through 4 to the Amended and Restated JPA made certain changes to the Amended and Restated JPA; and ¶
- L. Whereas, Amendment No. 5 to the Amended and Restated JPA, which was approved by the Governing Board on October 25, 2022 and became effective

February 27, 2023, authorized the City of Nevada City and the City of Grass Valley as Voting Members; and ¶

- M. Whereas, ~~the Voting Members wish to amend and restate the~~ on January 18, 2024, the Governing Board approved the Second Amended and Restated JPA Joint Powers Agreement to clean-up and streamline the ~~Agreement~~ approval process for future amendments to the Agreement; and¶
- N. Whereas, the Second Amended and Restated Joint Powers Agreement did not receive a unanimous vote of all of the governing bodies of the Voting Members; ¶
- O. Whereas, the Board of Directors wish to amend the proposed Second Amended and Restated Joint Powers Agreement approved by the Board of Directors on January 18, 2024 to incorporated the requested amendments of the Voting Members.

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 Pioneer Pioneer~~ 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 Pioneer Pioneer~~ 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 Pioneer under the ~~Authority Pioneer 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 Pioneer Pioneer~~ 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 Pioneer Pioneer~~ 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~~PioneerPioneer 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 ~~anaa revised~~second amendment and restatement of the Original Agreement, and ~~the Authority~~PioneerPioneer shall continue to exist as a separate public agency under the terms of this Agreement ~~upon execution~~after approval and signature of the Revised Second Amended and Restated Agreement by ~~the County of Placer~~New Members and after the City of ColfaxCalifornia Public Utilities Commission certifies the Implementation Plan filed by Pioneer to include the Newall Voting Members. 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~~PioneerPioneer.

Section 4. Powers

~~The Authority~~PioneerPioneer 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~~PioneerPioneer within the territory of ~~the Authority~~PioneerPioneer 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~~PioneerPioneer is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.

~~The Authority~~PioneerPioneer 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 ~~SC~~5C and Section 8:

- A. to make and enter into contracts;
- B. to employ agents and employees, including but not limited to an Chief Executive ~~Director~~Officer;
- C. to acquire, contract, manage, maintain, and operate ally 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 AuthorityPioneer~~, as the ~~AuthorityPioneer~~Pioneer, as Pioneer 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 AuthorityPioneer~~Pioneer (“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 AuthorityPioneer~~Pioneer;
- O. ~~○~~—to establish a non-voting “Associate Member” status that provides membership in ~~the AuthorityPioneer~~Pioneer to jurisdictions that are outside jurisdictional boundaries of ~~the AuthorityPioneer~~Pioneer’s Voting Members, but within whose boundaries a PACE, CCA, or other energy program is established and implemented by ~~the AuthorityPioneer~~Pioneer 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 AuthorityPioneer~~Pioneer. 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~~Pioneer~~Pioneer~~ 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~~Pioneer~~Pioneer~~ 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~~Pioneer~~Pioneer~~ in implementing a program, including indirect costs, shall be costs of ~~the Authority~~Pioneer~~Pioneer~~ 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~~Pioneer~~Pioneer~~ 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 for all other Voting Members, appointed respectively 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~~each Voting Member that is or becomes a signatory to this Agreement ("Board Member"). The total number of Board Members shall equal the total number of Voting Members listed in Exhibit A plus one (1).


The ~~Board~~Boards~~Boards~~ of Supervisors ~~from Placer County, the Board of Supervisors from El Dorado County, and the City/~~, City Councils and Town Councils ~~set out above~~of the Voting Members listed in Exhibit A shall respectively appoint such member(s) set out above and not less than one alternate member per Board 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/ Council or 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 designated 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~~Pioneer~~Pioneer~~, consistent with this Agreement and applicable law.

~~Action by the Authority~~Unless otherwise specified in Section 8, action by Pioneer Board will be taken by majority vote of the Board Members present.

- 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~~Pioneer.
- 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~~Pioneer. 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~~Pioneer of expenses incurred by Board Members.

Section 6. Chief Executive ~~Director~~Officer and Other Staff

- A. Chief Executive ~~Director~~Officer. The Board shall appoint ~~an~~ a Chief Executive ~~Director~~Officer for ~~the Authority~~Pioneer, who shall be responsible for the day-to-day operation and management of ~~the Authority~~Pioneer. The Chief Executive ~~Director~~Officer may exercise all powers of ~~the Authority~~Pioneer, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Chief Executive ~~Director~~Officer shall hire and supervise any ~~Authority~~Pioneer employees or consultants.
- B. Chief Executive ~~Director~~Officer Reports to the Board. The Chief Executive ~~Director~~Officer 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~~Pioneer during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Chief Executive ~~Director~~Officer's reports. 

- C. Services Providers. The Chief Executive ~~Director~~ Officer may appoint one or more services providers to serve as ~~the Authority Pioneer Pioneer~~'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 Pioneer Pioneer~~ 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 Pioneer Pioneer~~. This section shall not in any way be construed to limit the discretion of ~~the Authority Pioneer Pioneer~~ 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 Pioneer Pioneer~~ 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 Governing Board shall appoint a Treasurer for ~~the Authority Pioneer Pioneer~~. The Treasurer shall be the depository of ~~the Authority Pioneer Pioneer~~ 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 Pioneer Pioneer~~ in compliance with the Act. The Auditor-Controller of ~~the Authority Pioneer Pioneer~~ shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. ~~The authority Pioneer Pioneer~~ of the Board to appoint a Treasurer and Auditor/Controller shall include ~~the authority Pioneer Pioneer~~ to combine both offices to be held by one officer or employee pursuant to section 6505.6 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 ~~14515A~~ (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, 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. Amendment. Action of the Board on matters set forth in Section ~~18~~19 (amendment of this Agreement) shall require ~~the~~an affirmative vote of at least two-thirds of the Board Members.¶
- C. ~~B.~~ Eminent Domain. A decision to exercise the power of eminent domain on behalf of ~~the AuthorityPioneerPioneer~~ 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.
- D. ~~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.

Section 9. Financial Provisions

- A. Fiscal Year. For the purposes of this Agreement, ~~the AuthorityPioneerPioneer~~ shall have such fiscal year from July 1 to and including the following June 30.
- B. Depository. All funds of ~~the AuthorityPioneerPioneer~~ shall be held in separate accounts in the name of ~~the AuthorityPioneerPioneer~~ and not commingled with funds of any Member or any other person or entity. All funds of ~~the AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~, 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 ~~AuthorityPioneerPioneer~~ Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of ~~the AuthorityPioneerPioneer~~ 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~~ These costs were repaid in full when the CCA Program ~~does not become~~ became 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~~ Pioneer 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~~ Pioneer 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~~ Pioneer.
- 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~~ Pioneer 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~~ Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to ~~the Authority~~ Pioneer's PACE Program, and to the assumption of jurisdiction thereover by ~~Authority~~ Pioneer for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize ~~Authority~~ Pioneer 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~~PioneerPioneer 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~~PioneerPioneer 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 by 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 an action to approve the 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.

- E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of ~~the~~ AuthorityPioneerPioneer 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. AuthorityPioneerPioneer Documents. The Members acknowledge and agree that the affairs of ~~the Authority~~PioneerPioneer 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~~PioneerPioneer 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~~PioneerPioneer shall be open to inspection at

all reasonable times by any Member to this Agreement or its representatives. Annual audits of ~~the AuthorityPioneerPioneer~~'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 AuthorityPioneerPioneer~~ is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of ~~the AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~. A Member who has not agreed to assume ~~an Authorityaa~~ Pioneer 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 AuthorityPioneerPioneer~~. Should any debt, liability or obligation of ~~the AuthorityPioneerPioneer~~ not be waived or allowed payable through assets of ~~the AuthorityPioneerPioneer~~, 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 AuthorityPioneerPioneer~~ shall acquire and maintain such insurance coverage as is necessary to protect the interests of ~~the AuthorityPioneerPioneer~~, 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 AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~'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 AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~ following an amendment to this Agreement adopted by the Board which the Board Member appointed as the representative of 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 AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~ to serve the Member's load. With respect to such liability, upon notice by an Member that it wishes to withdraw from the program, ~~the AuthorityPioneerPioneer~~ 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 AuthorityPioneerPioneer~~

may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with ~~the Authority~~PioneerPioneer, as reasonably determined by ~~the Authority~~PioneerPioneer 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~~PioneerPioneer 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~~VotingVoting Member to withdraw its participation in the CCA Program, as described in Section 14A.
- D. Disposition of Property upon Termination of ~~Authority~~PioneerPioneer. Upon termination of this Agreement, any surplus money or assets in possession of ~~the Authority~~PioneerPioneer 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.
- 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

- A. 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~~PioneerPioneer a resolution of the public agency approving of this form of participation.
- B. 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.

- C. 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~~PioneerPioneer 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 ~~141515~~, all costs, expenses, and charges legally incurred by ~~the Authority~~PioneerPioneer shall be paid and discharged; and ~~the Authority~~PioneerPioneer 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 only~~only be amended ~~except~~ by a written amendment approved by a vote of Board ~~members~~MembersMembers as provided in Section 8. ~~The Authority~~Amendments to Section 4Amendments to Sections 4, 14.A. and B of this Agreement, and the addition of new Voting Members shall also be separately approved by a duly adopted resolution of the governing board of each Member. Pioneer shall provide written notice to all Members of amendments to this Agreement, ~~including the effective date of such amendments~~, at least ~~30~~forty-five (45) days prior to the date upon which the proposed amendment is being considered by the Board ~~votes on such amendments. Any~~. If the proposed 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~~is adopted by the ~~new Associate Member and Board~~Board, the Authority shall provide prompt written notice to all Members of the effective date of such amendment along with a copy of the amendment.


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 that the ~~second member has~~ last Voting Member h executed ~~the~~ this Agreement. 

















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





IN WITNESS WHEREOF, the parties have executed this ~~Amendment No~~ Revised Second Amended and Restated Joint Powers Agreement. 



EXECUTED ON

COUNTY OF EL DORADO, a political
subdivision

And approved as to form _____

By _____

ATTEST:

Chairman, Board of Supervisors



SIGNATURES CONTINUED ON NEXT PAGE 



EXECUTED ON

COUNTY OF PLACER, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE 

EXECUTED ON

CITY OF AUBURN, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council

☐☐☐

~~CITY OF ROCKLIN, a Municipal Corporation~~☐☐

☐☐☐

~~EXECUTED ON~~ _____☐☐

By: _____☐☐
~~Mayor,~~☐☐

SIGNATURES CONTINUED ON NEXT PAGE☐☐

☐☐☐

☐☐☐
☐☐☐
☐☐☐
☐☐☐



EXECUTED ON

CITY OF GRASS VALLEY, 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 _____

By _____
Mayor, City Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

CITY OF NEVADA CITY, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

CITY OF PLACERVILLE, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form _____

By _____
Mayor, Town Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



Exhibit A

Voting Members and Associate Members

Section A.1 Voting Members

City ~~Council~~ of Auburn

And approved as to form:

City ~~Attorney~~ of Colfax

ATTEST:

City ~~Clerk~~ of Grass Valley

¶¶

~~TOWN OF LOOMIS, a Municipal Corporation~~¶¶

¶¶

~~EXECUTED ON~~_____¶¶

By: _____¶¶

~~Mayor,~~¶

City of Lincoln¶¶

City of Nevada City

~~City of Nevada City~~¶¶

City of Placerville¶

City of Rocklin¶

County of El Dorado¶

County of Placer¶

Town of Loomis¶¶

¶¶

~~And approved as to form:~~¶¶

¶¶

¶¶

~~Town Attorney~~¶¶

¶¶

~~ATTEST:~~¶¶

¶¶

¶¶

~~Town Clerk~~¶¶

¶¶

¶¶

CITY OF LINCOLN, a Municipal Corporation¶¶

¶¶

EXECUTED ON _____¶¶

By: _____¶¶
Peter Gilbert, Mayor¶¶

¶¶

And approved as to form:¶¶

¶¶

¶¶

Mona Ebrahimi, ¶¶

Section A.2 Associate Members¶¶

City Attorney of Folsom¶¶

¶¶

ATTEST:¶¶

¶¶

¶¶

Gwen Scanlon, City Clerk¶¶

¶¶

¶¶

¶

County of Sacramento¶¶

Town of Truckee¶¶

¶¶

¶¶

Document comparison by Workshare 10.0 on Wednesday, August 14, 2024 9:34:37 AM

Input:	
Document 1 ID	iManage://RWGDM1/RWGIMAN1/2852296/1
Description	#2852296v1<RWGIMAN1>— Amended and Restated JPA
Document 2 ID	iManage://RWGDM1/RWGIMAN1/2852296/7
Description	#2852296v7<RWGIMAN1>— 2d Amended and Restated JPA to reflect Board Direction 101923
Rendering set	Red same color all changes

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	302
Deletions	209
Moved from	2
Moved to	2
Style changes	0
Format changes	0
Total changes	515



Document comparison by Workshare 10.0 on Wednesday, August 14, 2024
1:39:52 PM

Input:	
Document 1 ID	iManage://RWGDM1/RWGIMAN1/3000954/1
Description	#3000954v1<RWGIMAN1> - Redline - Amended and Restated JPA-2852296-v1 and 2d Amended and Restated JPA to reflect Board Direction 101923-2852296-v7
Document 2 ID	iManage://RWGDM1/RWGIMAN1/2976967/1
Description	#2976967v1<RWGIMAN1> - 06.11.2024 Clean Revised 2nd Amended and Restated JPA
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	185
Deletions	362
Moved from	4
Moved to	4
Style changes	0
Format changes	0
Total changes	555

Staff Report – Item 4

To: The Governing Board

From: Patrick Enright, General Counsel
Don Eckert, Executive Director

Item 4: **Adopt Resolution of the Governing Board of Pioneer Community Energy Approving the Revised Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy**

Date: 6/20/2024

RECOMMENDATION

Adopt a Resolution of the Governing Board of Pioneer Community Energy Approving the Revised Second Amended and Restated Joint Powers Agreement (hereinafter “**Revised JPA**”) for Pioneer Community Energy with any changes requested by the Governing Body.

BACKGROUND

In 2015, the Placer County and the City of Colfax entered into a Joint Powers Agreement (JPA) for the purpose of establishing the Sierra Valley Energy Authority to operate a PACE program. In 2017, the JPA was amended and restated to rename the agency Pioneer Community Energy, create a community choice aggregation program and add the cities of Auburn, Lincoln, Rocklin, and the Town of Loomis as member agencies. Since then, that First Amended and Restated JPA has been amended five times to make minor text changes and add new members.

On November 16, 2023, the Governing Board considered the Second Amended and Restated JPA and authorized staff to give thirty (30) days-notice to each member agency and proceed with the formal amendment process. Since the thirty (30) days has been provide and the Revised JPA is a continuation of the process to amend the JPA per comments from Board Agencies, there is no requirement to provide an additional thirty (30) days prior to the Governing Board approving the Revised JPA.

At the January 18, 2024 meeting, the Board of Directors approved the Second Amended and Restated Joint Powers Agreement (hereinafter “**Second JPA**”). Any amendment to the JPA requires a vote of all Board Members. Pioneer forwarded the Revised JPA to each of the Members. All of the Board Members have adopted Resolutions to approve the Revised JPA except for the Town of Loomis (“Loomis”) and the City of Rocklin (“Rocklin”).

The proposed Second JPA made the following revisions and changes to the JPA:

- **Name.** Change name of agency to Pioneer Community Energy throughout (this was legally effectuated by a resolution adopted in 2017 but references to Sierra Valley Energy Authority remained in the First Amended and Restated); likewise changed references to “the Authority” to “Pioneer” for ease of reading.
- **Recitals.** Update recitals to reflect history of Pioneer and subsequent amendments.
- **Effective date.** Revise effective date to reflect Second Amended and Restated.
- **Exhibit A for List of Members.** Remove references to specific member agencies in Sections 2 and 5 and of the JPA, moving the list of the members to a new Exhibit A for easier reference and updating.

- **Special Voting Requirements.** Revise Section 8 to separate the discussion of involuntary termination of a member from the discussion of general amendments to the JPA. We moved but did not change the requirement that amendments of the JPA require a 2/3 vote of the Governing Board.
- **Amendments.** Revise Section 19, Amendments, to specify that only amendments to Section 4, Powers, and the addition of new member agencies requires approval by separate resolutions of each of the member agencies and to make other changes to streamline the amendment process.
- **Satisfied/completed obligations.** Revise sections that have now been completed to indicate they are satisfied (for example, Section 9E, which describes the provision of start-up funding by Placer County).
- **Clean-up.** Fix incorrect cross references, revise confusing references and typos.

The bulk of the changes proposed were clarifying or clerical in nature. The primary substantive proposed change to the Second JPA was to Section 19. Currently, notice of a proposed amendment must be sent to each member agency 30 days in advance of the Board considering the amendment. A two-thirds majority of the Board is required to approve an amendment. Further, the amendment must be approved by separate resolution of each of the member agencies, and finally, notice must be provided to members after the amendment is final.

The Second JPA approved by the Board of Directors on January 18, 2024, simplified the amendment process that do not directly impact the member agencies or change the nature of Pioneer or its powers. The Second JPA provided a simplified process for amendments except for amendments to Section 4 (Powers) and amendments to add a new party to the JPA. For all amendments, except for section 14 and to add a new member, the Second JPA may be amended by a 2/3 vote of the Board of Directors. There is no longer a requirement for each member agency to approve by resolution the amendments to the JPA. For those amendments to section 4 and to add a new member, there was still the requirement for a separate resolution of each member agency to amend the JPA.

All other amendments could be approved by the Board with a two-thirds vote, with notice provided to the member agencies 30 days prior and after the action. Individual member agency approval by resolution would not be required. This is intended to allow amendments that are more internal in nature (affecting board membership, basic governance, etc.) to proceed with solely a Board vote. That said, member agencies would be given thirty (30) days written notice and an opportunity to object to any proposed amendment.

Status of Approval of Second Amended and Restated Joint Powers Agreement

All Members Agencies approved the Second JPA except for Loomis and Rocklin. Loomis and Rocklin have different concerns, but the concerns revolved around the amendment to section 19 of the Second JPA that eliminated the requirement for most amendments to the JPA to be approved by resolution of each of the Member Agencies.

To address these concerns, Loomis proposed three options that greatly expand the amendments that need approval by resolution of all of the Board Agencies or do increase the time for Member Agencies to have to consider any amendments before the Pioneer Board of Directors approve any amendments. Staff after meeting with Loomis representatives is recommending that prior to the Board approving any amendment that each Member Agencies receive at forty-five (45) days written note, which is an increase from thirty (30) days. Loomis had request sixty (60) days, but is agreeable to forty-five (45) days. This also addresses Loomis' concern that their Council only meets once a month and give the Town Council an opportunity to comment before any proposed amendment. Please attached a copy of the options that Loomis proposed for modifying the Second JPA.

Agenda Item: 4**Agenda Date: 6/20/2024**

Rocklin is requesting that Section 19 be amended to include section 14.A and B concerning the withdrawal of members from the JPA. Therefore, any amendment to section 14.A and B will require a resolution of approval from each of the Member Agencies.

ANALYSIS & DISCUSSION

Staff had discussions with representatives from Loomis and Rocklin and proposes the following modifications to the Second Amended and Restated Joint Powers Agreement as originally adopted by the Board of Directors in January.

- **Amendments.** Revise Section 19, Amendments, to specify that besides amendments to Section 4, Powers, and the addition of new member agencies, that a unanimous vote of all of the members agencies is required to amend section 14.A and B of the JPA addressing withdrawals from the JPA. Any changes to Sections 4, 14.A and B and adding a new member will require approval by separate resolutions of each of the member agencies and to make other changes to streamline the amendment process.
- **Expand Notice Requirement.** Revise section 19 to require at least 45 days' notice to all Members of any proposed amendments to the JPA. This is an increase from thirty (30) days' notice, and reflect that the Town of Loomis has only one regular meeting per month to consider any proposed amendments.
- **Change Title of Executive Director to Chief Executive Officer.** Per the Employment Agreement recently entered into with Executive Director changing his title to Chief Executive Officer this change will ratify the change in title for the Executive Director.

There are no other changes from the 2nd JPA adopted by the Board of Directors on January 18, 2024. If the Board of Directors approve the Revised JPA, the Revised JPA must be approved by separate resolution of each of the member agencies, and finally, notice must be provided to members after the amendment is final.

STRATEGIC PLAN

The report supports the Strategic Priority: Operational Excellence.

FISCAL IMPACT

The Revised Second Amended and Restated JPA will not have any direct fiscal impact beyond the time of staff and General Counsel to process the amendment.

ATTACHMENTS

1. Resolution Approving Revised Second Amended and Restated JPA
2. Second Amended and Restated JPA approved by the Board on January 19, 2024
3. Redline version between the Second Amended and Restated JPA and the Revised Second Amended and Restated JPA.
4. Options of Town of Loomis



Staff Report to City Council

FOR THE AUGUST 28, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Kathy Pease, AICP, Planning Consultant
Subject: Short-Term Rental Ordinance and adoption of a Short-Term Rental Fee.

Budget Impact Overview:

N/A:	Funded:	Un-funded: ✓	Amount:	Fund(s):
-------------	----------------	---------------------	----------------	-----------------

RECOMMENDED ACTION: Introduce the proposed ordinance by title only, conduct a public hearing on the proposed ordinance and the proposed permit fees, waive the first reading and schedule the proposed ordinance for second reading and adoption at the next regular City Council meeting currently scheduled for September 11, 2024, to be effective 30 days after adoption.

Summary/Background

This is a proposal to consider adoption of a Short-Term Rental Ordinance, which would allow any single-family dwelling or accessory dwelling unit located in a residential or commercial zone to be rented in whole or in part on a short-term basis. A short-term basis is defined as thirty (30) calendar days or less to the same person or the same group of persons.

The City Council considered this item at the May 22nd, and July 24th meetings and provided direction to bring the ordinance back for additional consideration. The City Council expressed concern regarding the requirement to provide detailed booking information and expressed concern regarding the cost of the Short-Term Rental permit (Currently between \$500-\$1,500 for an Administrative Permit), and therefore, Council directed staff to bring back the item for further consideration.

Discussion

The proposed Ordinance would amend Chapter 17 of the Colfax Municipal Code, by adding Chapter 17.123, to authorize and regulate Short-Term Rentals within the City. The ordinance would add new definitions, provide clarification on expectations and address permit requirements and conditions of operation.

In response to Council direction Staff amended the Draft Ordinance to eliminate specific information required at the time of booking (such as home address, vehicle license plate number etc.) and changed the wording to not be as specific by requiring booking information to be provided upon request by the city. This change is considered substantial, so Staff is bringing the item back for full consideration.

The following amendment is proposed to reduce the information required at the time of booking:

17.123.070 Registry Required.

- ~~A.~~ Every permittee within the City of Colfax shall keep (or retain?) for a period of eighteen (18) months a register containing the keep a register containing the booking information for

~~following information~~ or each group that stays at the short-term rental and make the register available to the City of Colfax upon request.

- ~~1. Name~~
- ~~2. Address;~~
- ~~3. Vehicle year, make, model, color;~~
- ~~4. License plate number;~~
- ~~5. State in which the vehicle is registered;~~
- ~~6. Date of arrival;~~
- ~~7. Date of departure;~~
- ~~8. Number of guests;~~
- ~~9. The amount of rent paid by lodgers for each night of lodging.~~

Short-Term Rental Regulations

Proposed limits on the number of Short-Term Rentals are not proposed at this time because while the city has received interest from potential permittees, it is not expected that there will be a large number proposed such as in tourist locations like Lake Tahoe. The City Council asked that staff bring the ordinance back in the future, to the City Council once the number of rentals approaches twenty (20) within the boundaries of the city to determine whether limits should be considered. Staff will monitor the number of rentals requested and will bring the ordinance back for consideration when permits approach 20 for the Council to consider limiting the number at that time.

Short-Term Rental Permit Fee

A Short-Term Rental Permit would be an administrative permit, approved at the staff level. Currently Administrative Permits as shown in Attachment 4, Planning Deposit Fee Schedule, require a deposit of \$500 to \$1,500 depending on the complexity of the project.

As required by law, prior to the implementation of a new or increased fee, the City Council must hold a public hearing.

Staff has determined that the cost to review the permit, and administrative time to send out notices to surrounding properties and provide follow-up, would require approximately two (2) hours of staff time. Therefore, it is proposed that the Short-Term Rental Fee deposit be set at \$350 and a yearly fee of \$85 to monitor the permit. It is important that the city recoup costs associated with the permit, but at the same time support the businesses by establishing a reasonable fee.

A resolution adopting the proposed short-term rental fees will be presented at the September 11, 2024, meeting.

General Plan Consistency Findings:

The proposed Ordinance amending the Municipal Code is consistent with the General Plan because the proposed Ordinance will enhance existing permit procedures and operational standards for the use of residential structures as transient occupancies, thereby ensuring the

health and safety of occupants, guests and surrounding residential neighborhoods and minimizing negative effects associated with such uses.

The proposed Ordinance amending the Municipal Code would not be detrimental to the public interest, health, safety, convenience or welfare of the County because the proposed regulations enhance existing permit procedures and operational standards for the use of residential as transient occupancies, thereby ensuring the health and safety of occupants, guests and surrounding residential neighborhoods and minimizing negative effects associated with such uses;

The proposed Ordinance amending the Municipal Code is internally consistent with other applicable provisions of the Municipal Code. The proposed Ordinance adds new definitions, regulations, establishes permit requirements and expands tourist opportunities within the city.

Fiscal

Staff time for preparation of the Short-Term rental ordinance has been paid for by the City's General Fund. It is estimated that over 40-hours in staff time have been utilized researching other cities ordinances, drafting the ordinance, preparing staff reports, hearing notices, and answering calls from the public, as well as attendance at multiple hearings. Unfortunately, this cannot be recouped by fees at this time.

In the future, once adopted, Short-Term Rental applicants would pay a permit fee to cover staff costs associated with processing the permits. The City Council expressed concern that the existing Administrative Permit fee was too high. If the Short Term Rental Ordinance is approved by the City Council, staff would bring an item forward for consideration to amend the fee schedule.

In addition, Short-Term Rentals would be subject to the City's Transient Occupancy Tax. The revenue generated by this tax is dedicated to funding general city services.

Environmental Review

The proposed Ordinance qualifies under the "common sense" CEQA exemption pursuant to CEQA Guidelines Section 15060(c)(2) and 15061(b)(3), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. CEQA only applies to projects that have the potential for causing a significant effect on the environment – either through direct impact or reasonably foreseeable indirect impact. The proposed Ordinance does not have that possibility. Direct impact of the proposed Ordinance on the environment will be minor. It is not expected to prompt any new development or direct physical effects. Instead, the expected result of the proposed Ordinance is to establish regulations governing the use of Short-Term Rentals within the City to reduce the potential for impacts. Accordingly, the City believes the "common sense" exemption is most appropriate for this project.

Attachments

1. Short-Term Rental Ordinance Cover
2. Short-Term Rental Ordinance
3. Short-Term Rental Regulations.

CITY OF COLFAX

ORDINANCE NO. 557

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL
CODE TITLE 17 BY ADDING CHAPTER 17.123 AUTHORIZING AND
REGULATING SHORT TERM RENTALS.

The City Council of the City of Colfax does ordain as follows:

Section 1:

Title 17 of the Colfax Municipal Code is hereby amended by adding Chapter 17.123 as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superceding Provisions

The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede any previous ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. California Environmental Quality Act Findings

The City of Colfax finds that, if the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (hereinafter "CEQA") apply, the title of this ordinance would constitute a brief description of the "Project" as required by Section 15062(a)(1) of the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (hereinafter the "CEQA Guidelines").

FINDING OF NO PROJECT

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by or used in CEQA, the CEQA Guidelines or any court of attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action.

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the "common sense" CEQA exemption provided in 14 CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the 28th day of August, 2024 and passed and adopted at a duly held regular meeting of the City Council on the ____ day of _____ 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Kim Douglass
Mayor

APPROVED AS TO FORM:

ATTEST:

Conor Harkins
City Attorney

Amanda Ahre
City Clerk

EXHIBIT A
CITY OF COLFAX
ORDINANCE NO. 557

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING
COLFAX MUNICIPAL CODE TITLE 17 BY ADDING CHAPTER 17.123
AUTHORIZING AND REGULATING SHORT TERM RENTALS.**

THE CITY COUNCIL OF THE CITY OF COLFAX DOES ORDAIN AS FOLLOWS:

Title 17 of the Colfax Municipal Code is hereby amended by adding Chapter 17.123, "Short Term Rentals" to read as follows:

17.123.010 Purpose and Intent

It is the purpose of this chapter to provide rules governing the issuance of permits and establishment of operational requirements and restrictions for short-term rentals of dwellings within the City of Colfax. The intent of this chapter is to ensure that the operation of these short-term rentals is consistent with applicable local, State and Federal laws, statutes, rules, and regulations.

17.123.020 Permit Required

It is unlawful for any person to advertise, maintain, authorize the use or occupancy of, or operate a short-term rental of a dwelling in the City of Colfax without first obtaining a valid permit as required by this chapter. A short-term rental permit may not be issued for both a single-family dwelling and an accessory dwelling unit on the same parcel.

17.123.030 Term and Scope of Permit

A short-term rental permit issued under this chapter shall expire twelve (12) months from the date of issuance, unless revoked, suspended or surrendered earlier. The permit authorizes the permittee to conduct only such activities and services as described in the permit and in accordance with the terms and conditions of the permit and the requirements and limitations in this Chapter. It is unlawful for a permittee or other responsible person to violate the terms and conditions of the short-term rental permit.

17.123.040 Definitions Used In this Chapter

For purposes of this chapter, the following definitions apply:

- A. "Accessory Dwelling" unit has the same meaning as defined in California Government Code Section 65852.2.

- B. "Advertise" or "Advertisement" means any method used to solicit interest in a short-term rental including but not limited to, internet-based listing or hosting services.
- C. "Lodger" means a person to whom a person is providing lodging for compensation.
- D. "Owner-occupied Short-Term Rental" is where the owner or tenant is permanently residing within the Short-term rental.
- E. "Parcel" means property assigned a separate parcel number by the Placer County Assessor.
- F. "Permittee" means the property owner to whom a short-term rental permit is issued.
- G. "Person" means any individual, partnership, co-partnership, firm association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.
- H. "Property Owner" means the owner of fee title to the property on which the short-term rental exists, or their agent authorized to rent the short-term rental.
- I. "Single Family Dwelling" means a building or portion thereof, except a tent or trailer, designed or intended to be used for residence purposes by one family. Mobile homes which are not placed on a permanent foundation will be treated as a trailer for the purposes of this definition.
- J. "Short-term Rental" means any single-family dwelling or accessory dwelling unit located in a residential or commercial zone that is rented in whole or in part on a short-term basis. A short-term basis is thirty (30) calendar days or less to the same person or the same group of persons.

17.123.050 Application and Renewal of Short-term Rental Permits

- A. A property owner may apply for a short-term rental permit by filing an application with the Planning Director and/or designee. The application must be on a form approved by the Planning Director and/or designee and may require any information or documentation consistent with the provisions of this chapter. The permit application shall be on a form furnished by the city and signed by the applicant. Such application shall include, but not be limited to, the following information:
 - 1. Name, address, and telephone number of the applicant;
 - 2. Name, address, and 24-hour telephone numbers(s) of applicant and secondary point of contact, if the applicant is not located onsite;
 - 3. Floor plan, parking location(s), a copy of the business license, and proof of insurance;
 - 4. Any supplemental information which the Planning Director or designee finds reasonably necessary to determine whether to approve a short-term rental permit.
- B. To renew a short-term rental permit, the permittee shall file an application with the Planning Director or designee that complies with Section A above. The

application must be submitted no later than thirty (30) calendar days prior to the short-term rental permit expiration date.

- C. Knowingly making a false statement of fact or knowingly omitting any information that is required in an application for a short-term rental permit shall be grounds for denial of a permit.

17.123.060. Permit Fee

Every permit application shall be accompanied by a nonrefundable short-term rental permit application fee as established by resolution of the City council, as may be amended from time to time. This application fee shall be in addition to the City's business license tax, transient occupancy tax, and any other license, permit fee, or penalty fee imposed by local, State or Federal laws, statutes, rules, or regulations.

17.123.070 Registry Required.

- A. Every permittee within the City of Colfax shall retain for a period of eighteen (18) months a register containing the booking information for each group that stays at the short-term rental and make the register available to the City of Colfax upon request.

17.123.080 Suspending, revoking, or conditioning a short-term rental permit.

- A. The Planning Director or designee may suspend, revoke, or condition any short-term rental permit if the permittee has violated any provision of this chapter or if it is determined that it is necessary to preserve the health, safety and welfare of lodgers and citizens of Colfax.
- B. Additionally, upon issuance of any permit, the Planning Director or designee may limit the permit by any condition reasonably necessary to preserve the health, safety and welfare of lodgers and the citizens of Colfax and fulfill the purpose of this chapter.
- C. The conditions that the city may impose on the short-term rental permit include, but are not limited to:
 1. Requiring the permittee to remain at the short-term rental during certain hours while guests are present;
 2. Reducing the number of guests that are allowed to lodge at the short-term rental;
 3. Reducing the number of days in a year that the permittee is allowed to provide short-term lodging;
 4. Reducing the number of vehicles that may park on the property.

17.123.100 Grounds for Denying a Short-term Rental Permit

The Planning Director may deny an application for a short-term rental permit for any of the following reasons;

- A. The application is incomplete;

- B. The application contains a false or misleading statement or omission of a material fact;
- C. The Short-term rental or permittee is currently in violation of, or under investigation for violation of any local, State or Federal laws, statutes, rules or regulations;
- D. The property owner or occupants of the short-term rental is delinquent on any payment to the city of any fees, penalties, taxes, or any other monies related to the short-term rental property including, but not limited to, transient occupancy taxes;
- E. If a short-term rental permit for the dwelling was ever revoked or suspended;
- F. The operation of a short-term rental is a threat to the public health, safety, or welfare; or
- G. Any required application fee or renewal fee has not been paid.

17.123.110 Appeal of Action on Permit

- A. Any permittee may appeal the Planning Director's decision to deny, suspend, revoke, or condition a short-term rental permit by submitting a written notice of appeal to the Planning Director within fourteen (14) calendar days from the date of service of the notice of decision.
- D. The appeal hearing shall be conducted by the City Council or the City Council's designee pursuant to Colfax Municipal Code Chapter 17.56 "Revocation Procedure.
- B. Upon receipt of any appeal filed pursuant to this section, the Planning Director or designee shall schedule the appeal hearing within forty-five (45) calendar days, or as soon thereafter as is practicable.
- C. The City shall provide a notice of the appeal hearing to the appellant. The notice shall be in writing and contain the date, time and location of the appeal hearing. The notice shall be provided to the appellant at the address shown on the appeal at least fifteen (15) calendar days prior to the date of the hearing.
- D. Only those matters or issues specifically raised by the appellant in the written notice of appeal shall be considered in the appeal hearing.
- E. If such an appeal is not received within fourteen (14) calendar days, the decision of the Planning Director shall be final.

17.123.130 Violations

- A. It is unlawful for any person to operate a short-term rental without complying with the provisions of this chapter. Violation of any provision of this chapter may, at the discretion of the Planning Director, be charged as an administrative citation under Chapter 1.25 of this Code, or as a misdemeanor or infraction under Chapter 1.24 of this Code. Each day a violation is committed or permitted to continue shall constitute a separate offense. In the case of administrative citations, administrative fines shall be assessed in the amounts provided under Section 1.25.030 B 2 of this Code for commercial, industrial and other properties.

- B. Violations of this chapter are hereby declared to be a public nuisance. Additionally, a public nuisance may be deemed to exist if operation of the short-term rental results in:
1. More than one response to the parcel, property and/or short-term rental, from law enforcement officers during the term of the permit;
 2. Disruption to the free passage of persons or vehicles in the immediate neighborhood;
 3. All short-term rental guests are required to comply with the noise standards of the City of Colfax General Plan and the community noise equivalent levels (CNEL) standards (Table 4-3 Noise Compatibility Standards of the General Plan).
 4. Any other impacts on the neighborhood or public generally which are disruptive of normal activity in the area.
- C. The remedies and penalties provided herein are cumulative and nonexclusive. The use of one does not prevent the use of other criminal, civil, or administrative remedy or penalty authorized by, or set forth in, the Colfax Municipal Code. None of the penalties or remedies authorized by, or set forth in, the Colfax Municipal Code shall prevent the city from using any other penalty or remedy under State statute which may be available to enforce this chapter or to abate a public nuisance.

17.123.140. Adoption of Rules and Regulations.

The City Manager or designee may develop operational rules, regulations requirements, or performance standards to implement the provisions and intent of this Chapter. All such operational rules, regulations, requirements, or performance standards shall be placed on a public meeting agenda for review and approval by resolution of the city council prior to being implemented.

Short-term Rental Performance Standards

A short-term rental shall be subject to the following conditions and criteria:

- A. **Maximum number of occupants.** The maximum number of overnight guests for a short-term rental shall not exceed two (2) persons per bedroom, excluding children under the age of 12. Additional daytime guests are allowed between the hours of 7:00 a.m. and 10:00 p.m.
- B. No permittee may rent both a single-family dwelling unit and an accessory dwelling unit on the same parcels. It is the intent of this section that only one dwelling be rented on a short-term basis per parcel at the same time.
- C. All eligible short-term rentals shall be located on a parcel developed with a single-family dwelling.
- D. The short-term rental must be in a legally constructed single-family dwelling on a permanent foundation. Permanent foundations must be constructed of durable materials; i.e. concrete, mortared masonry, or treated wood - and be site-built. It shall have attachment points to anchor and stabilize the manufactured home to transfer all loads, herein defined, to the underlying soil or rock. The permanent foundations shall be structurally designed by a licensed professional engineer.
- E. **Notice:** Prior to issuance of a short-term rental permit, the permittee shall notify all owners of property, as shown on the most recent secured Placer County Assessor's roll, within three hundred (300) feet of the permitted short-term rental involved in the application. The notice shall be in writing and contain the location of the short-term rental and the contact information for the permittee and the permittee's designated secondary contact.
- F. **Responsible Contact:** The permittee or designated secondary contact must be able to be onsite and respond to any complaints within thirty (30) minutes of notification, regardless of time of day.
- G. **Complaints:** The owner shall upon notification that any occupant or guest of the short term rental has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule or regulation pertaining to the use and occupancy of the subject short term rental, promptly respond in a timely manner to immediately halt or prevent a recurrence of such conduct by the responsible person, occupants, or guests. Failure of the owner to respond to calls or complaints regarding the condition, operation, or conduct of occupants or guests of the short-term rental within a timely manner shall be subject to all administrative, legal and equitable remedies available to the city.
- H. A permittee shall post a copy of the short-term rental permit in a conspicuous place in each room in which a lodger is expected to sleep.
- I. All persons operating a short-term rental shall identify the City short-term rental permit number in any advertisement for that rental.
- J. **Commercial Events Prohibited:** Auctions, commercial functions, or similar events are prohibited in any short-term rental.

- K. No permittee shall allow any conferences, weddings, fundraisers, or similar gatherings at the short-term rental. Additionally, no permittee shall allow any special event that would otherwise require a city permit.
- L. The Applicant shall maintain a valid city of Colfax Business license.
- M. All short-term rentals shall comply with any and all applicable Federal, State, and/or local laws, including without limitation all zoning requirements and the California building Standards Code and Fire Code, as adopted by the City of Colfax and as amended or replaced from time to time.
- N. **Noise:** No outdoor amplified music is allowed.
- O. Quiet hours of 10:00 p.m. to 7:00 a.m. must be maintained.
- P. Each short-term rental shall be used and maintained in a manner that is consistent with the character of the neighborhood in which it is located.
- Q. **Inspections.** The City of Colfax reserves the right to inspect the short-term rental to ensure compliance with the Short-Term Rental Ordinance.
- R. **Active Building Permits** Short-term rentals shall not be rented during construction, remodeling, additions, or an active building permit, unless the building permit for the same has been approved by final inspection or city issued occupancy certificate, or approval by the Building Inspector, and upon an affirmative showing by the agent that the safety and welfare of occupants can be maintained. If the work creates an uninhabitable area by lack of sanitation, cooking, sleeping, or heating, the chief building official shall deem the structure uninhabitable, and the structure shall not be rented as a short-term rental until authorized by the county's building division for such use or occupancy.
- S. **Legal Responsibility:** The permittee and lodger shall be required to execute a formal acknowledgment that he or she is legally responsible for compliance with all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term rental unit by all occupants of the short-term rental and their guests. This information shall be maintained by the permittee/owner for a period of three (3) years and be made readily available upon request of any officer of the city responsible for the enforcement of any provision of the Municipal Code or any other applicable law, rule or regulation pertaining to the use and occupancy of the short-term rental.

SHORT TERM RENTAL ORDINANCE CITY COUNCIL MEETING MAY 22, 2024

Item 6A



PROPOSED SHORT TERM RENTAL ORDINANCE

Draft Ordinance to allow residential uses to be rented out on a short- term basis (30-days or less).

Amend the Municipal Code by adding Chapter 17.123 to authorize and regulate Short-Term Rentals within the City

PROPOSED SHORT TERM RENTAL ORDINANCE

- A. Every permittee within the City of Colfax shall booking information for each person who stays at the short-term rental and make it available to the City of Colfax upon request and shall maintain such register for a period of eighteen (18) months;

FISCAL IMPACTS

- Applicants would pay an Administrative Permit fee to cover staff costs associated with processing permits
- If Short Term Rental Ordinance is adopted, staff will come back with Fee Schedule Amendment



RECOMMENDATION

- Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the next regular City Council meeting currently scheduled for September 11, 2024, to be effective 30 days after adoption.





Staff Report to City Council

FOR THE August 28, 2024, REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Kathy Pease, AICP, Planning Consultant
Subject: MU-1 Zoning Code Amendment, Ground Floor Retail Ordinance.

Budget Impact Overview:

N/A:	Funded:	Un-funded: ✓	Amount:	Fund(s):
-------------	----------------	---------------------	----------------	-----------------

RECOMMENDED ACTION: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for September 11, 2024, to be effective 30 days after adoption.

Summary/Background

This is a proposal to consider adoption of a zoning code amendment to the Mixed Use-1 (MU-1) Zoning District to allow additional uses within ground floor retail spaces in the Downtown District.

This item was considered by the City Council at its May 22nd and July 24th meetings. At the meeting of July 24th, the City Council expressed concern that once spaces are rented out to non-retail businesses, it would be difficult to get retail uses in the future and therefore, would like to narrow the proposed business types to three additional uses.

According to the Zoning Code: Mixed Use – 1 is applied to Main Street in the Historic Downtown (MU-1) and is intended to retain the historic character of the downtown while providing a vibrant mix of uses in an attractive area where the community and visitors gather to shop, socialize, and recreate, and where residents can live. This district requires that the ground-floor spaces with street frontage be accessible to the public and that uses generate walk-in clientele to contribute to and activate the pedestrian experience along Main Street. Appropriate ground-floor uses with street frontage include retail shops, cafes, restaurants, and other similar uses that generate pedestrian traffic. Currently, spaces without ground-floor street frontage are intended for uses such as offices, residential, and lodging.

Discussion

The proposed Ordinance amendment would amend Chapter 17 of the Colfax Municipal Code, Section 17.74.020, to eliminate some commercial restrictions for ground floor retail space. Currently the Zoning Code allows many uses by right in the MU-1 District but states that only retail uses can be on the ground floor, other uses are restricted if they have a footnote reference:

- (1) Only allowed on the second story or on ground floor portions of buildings that are no less than 30 feet from the front property line.

This means that the following uses are currently not allowed to occupy vacant ground floor retail spaces:

- Community services
- Essential services
- Libraries and museums
- Veterinary Clinic
- Broadcasting and Recording Studios
- Business Support Services
- Offices, Professional
- Personal Services

At the meeting of July 24th, a question was raised about the definition of Personal Services. The Zoning Code defines it as: establishments primarily engaged in the provision of personal improvement or appearance, and similar non-business related or non-professional services, but excludes services classified under other use types. Typical uses include barber shops, beauty salons, tailors, shoe repair shops, massage therapist, tattoo studios, and dry-cleaning.

Business services include: Blueprinting; Business equipment repair services (except vehicle repair); Commercial art and design (production); Computer-related services (rental, repair, maintenance); Equipment rental businesses within buildings; Film processing laboratories; Mail advertising services (reproduction and shipping); Outdoor advertising services; Photocopying; and Photo finishing.

Staff also researched Nevada City's ordinance as an example and found that jurisdiction only restricts office uses on ground floor retail spaces:

17.40.020 - Principal permitted uses

No new or expanded office of any type may be located on the ground level of any building, unless the approving authority grants a conditional use permit and finds the use complies with [Section 17.40.040\(J\)](#). The cost of a conditional use permit for a ground level office shall be one hundred dollars (\$100.00).

Per City Council direction, the attached proposed ordinance has been revised to reduce the amendment to only expand ground floor retail space to the following additional uses:

- Libraries and museums
- Veterinary Clinic and
- Business Support Services

While the Zoning Code is attempting to protect retail space, it is unclear whether turning away prospective businesses is a wise choice. It will likely lead to vacant retail spaces that sit vacant for an extended period of time, waiting for retail uses to come forward. This is an impact to property owners that are not receiving rent, and an impact to the city in reduced sales tax.

Ground floor space restrictions would remain for residential uses, however it should be noted that the zoning ordinance may be partially preempted by state law that has been amended in recent years to conditionally allow certain multifamily projects in commercial zoned and mixed use areas by right. For example, Assembly Bill (AB) 2011 and Senate Bill (SB) 6, provide for streamlined

ministerial (including no California Environmental Quality Act (“CEQA”)) approval of qualifying mixed-income and affordable housing projects along commercial corridors in commercial zoning districts.

General Plan Consistency Findings:

The proposed Ordinance amending the Municipal Code is consistent with the General Plan Mixed use designation which allows for a combination of commercial and residential uses in the downtown area. This designation allows for shops, restaurants, services, offices, hospitality and other compatible uses.

The proposed Ordinance amending the Municipal Code would not be detrimental to the public interest, health, safety, convenience or welfare of the County because it will support commercial uses already allowed by right in the MU-1 District and support economic development.

The proposed Ordinance amending the Municipal Code is internally consistent with other applicable provisions of the Municipal Code. The proposed Ordinance adds flexibility to allow commercial opportunities within the city.

Fiscal

There is no impact on the City’s General Fund as a result of this amendment, except for staff time in preparing and researching this ordinance amendment.

Environmental Review

The proposed Ordinance qualifies under the “common sense” CEQA exemption pursuant to CEQA Guidelines Section 15060(c)(2) and 15061(b)(3), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. CEQA only applies to projects that have the potential for causing a significant effect on the environment – either through direct impact or reasonably foreseeable indirect impact. The proposed Ordinance does not have that possibility. Direct impact of the proposed Ordinance on the environment will be minor. It is not expected to prompt any new development or direct physical effects. Instead, the expected result of the proposed Ordinance is to allow flexibility in uses already allowed by right. Accordingly, the City believes the “common sense” exemption is most appropriate for this project.

Attachments

1. MU-1 Ground Floor Retail Ordinance Cover
2. MU-1 Ground Floor Retail Ordinance
3. "Retail Apocalypse" Article
4. "Cities Planned Their Way Into the Retail Vacancy Crisis" Article

CITY OF COLFAX

ORDINANCE NO. 558

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL
CHAPTER 17.74.020 TO ALLOW ADDITIONAL COMMERCIAL USES
IN GROUND FLOOR RETAIL SPACES IN THE MU-1 ZONING DISTRICT.

The City Council of the City of Colfax does ordain as follows:

Section 1:

Title 17, Chapter 17.74.020 of the Colfax Municipal Code is hereby amended as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superceding Provisions

The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede any previous ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. California Environmental Quality Act Findings

The City of Colfax finds that, if the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (hereinafter "CEQA") apply, the title of this ordinance would constitute a brief description of the "Project" as required by Section 15062(a)(1) of the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (hereinafter the "CEQA Guidelines").

FINDING OF NO PROJECT

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by or used in CEQA, the CEQA Guidelines or any court of attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action.

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the "common sense" CEQA exemption provided in 14 CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the 28th day of August, 2024 and passed and adopted at a duly held regular meeting of the City Council on the ____ day of _____ 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Kim Douglass
Mayor

APPROVED AS TO FORM:

ATTEST:

Conor Harkins
City Attorney

Amanda Ahre
City Clerk

EXHIBIT A
CITY OF COLFAX
ORDINANCE NO. 558

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING
COLFAX MUNICIPAL CODE TITLE 17.74.020 PERMITTED USE TYPES.**
THE CITY COUNCIL OF THE CITY OF COLFAX DOES ORDAIN AS FOLLOWS:

Chapter 17.74 MIXED USE ZONES

17.74.020 Permitted use types.

Primary uses are permitted in mixed use zones subject to the requirements of this title as designated below:

- A. Principally permitted use, designated as "P".
- B. Conditionally permitted use, designated as "CUP"; and
- C. Administratively permitted use, designated as "AP."

Primary use types not listed or designated by a dash (-) are not permitted in that zone district. Any single use that occupies more than 5,000 square feet in the MU-1 zone or more than 8,000 square feet in the MU-2 zone is subject to a conditional use permit.

Accessory uses and structures are permitted in mixed use zones subject to the requirements set forth in Chapter 17.96.

CIVIC USE TYPES	MU-1	MU-2
Community Assembly ⁽²⁾	P ⁽¹⁾	P
Community Services	P ⁽¹⁾	P
Essential Services	P ⁽¹⁾	P
Libraries and museums	P	P
Power Generating Facilities ⁽³⁾		
Emergency	P	P
Passive Power	P	P
Public Parking Services	-	AP
Social Services		
Food Distribution ⁽⁴⁾	CUP	CUP

Food Service ⁽⁵⁾	CUP	CUP
Emergency Shelter ⁽⁶⁾	-	CUP
RESIDENTIAL USE TYPES	MU-1	MU-2
Community Care Facilities, Small		
Dwelling		
Accessory Dwelling Unit	P ⁽¹⁾	P
Junior Accessory Dwelling Unit	P ⁽¹⁾	P
Multi-Family	P ⁽¹⁾	P
Single-Family	P ⁽¹⁾	P
Family Day Care Homes, Small	P ⁽¹⁾	P
Family Day Care Homes, Large ⁽⁷⁾	P ⁽¹⁾	P
Rooming and Boarding House	P ⁽¹⁾	P
Supportive and Transitional Housing	P ⁽¹⁾	P
COMMERCIAL USE TYPES	MU-1	MU-2
Animal Sales and Service ⁽⁸⁾		
Grooming and Pet Stores	P	P
Veterinary Clinic	P	P
Automotive and Equipment		
Automotive Body and Equipment Repair	-	CUP
Automotive Rentals	AP	AP
Automotive Repairs	-	CUP
Automotive Sales	-	-
Carwash and Detailing	-	CUP
Commercial Parking	-	CUP
Gasoline Sale	-	CUP
Banks and Financial Services	P	P
Bars and Drinking Places	AP	AP
Broadcasting and Recording Studios	P ⁽¹⁾	P
Business Support Services	P	P

Community Care Facility	-	AP
Day Care Center	AP ⁽¹⁾	AP
Eating and Drinking Establishments		
Fast Food with Drive-Through	-	-
Convenience	P	P
Full Services	P	P
Food and Beverage Retail Sales	P	P
Lodging	P ⁽¹⁾	P
Long-Term Care Facility	CUP	-
Maintenance and Repair	P ⁽¹⁾	P
Medical Services, General	P ⁽¹⁾	P
Neighborhood Commercial	P	P
Nightclubs ⁽⁹⁾	AP	-
Offices, Professional	P ⁽¹⁾	P
Personal Services	P ⁽¹⁾	P
Retail Sales and Services	P	P
Specialized Education and Training		
Vocational Schools	P ⁽¹⁾	P
Specialty Schools	P ⁽¹⁾	P
TRANSPORTATION AND COMMUNICATION USE TYPES	MU-1	MU-2
Telecommunication Facilities ⁽¹⁰⁾	-	P/AP/CU P

(1) Only allowed on the second story or on ground floor portions of buildings that are no less than 30 feet from the front property line.

Retail apocalypse refers to the closing of numerous brick-and-mortar retail stores, especially those of large chains, beginning around 2010 and accelerating due to the mandatory closures during the COVID-19 pandemic.^{[2][3]}

In 2017 alone, more than 12,000 physical stores closed. The reasons included debt and bankruptcy in the face of rising costs, leveraged buyouts, low quarterly profits outside holiday binge spending, delayed effects of the Great Recession,^[3] and changes in spending habits. American consumers have shifted their purchasing habits due to various factors, including experience spending versus material goods and homes, casual fashion in relaxed dress codes, as well as the rise of e-commerce^[4] and particularly juggernaut companies such as Amazon.com and Walmart. A 2017 *Business Insider* report dubbed this phenomenon the "Amazon effect" and calculated that Amazon.com was generating more than half of retail-sales growth.^[5]

History



A permanently closed mom and pop health food store in Port Charlotte, Florida

The phrase "retail apocalypse" first appeared in print in an early 1990s essay by Peter Glen, author of *It's Not My Department!*.^[14] Media appropriated the term to refer to multiple brick-and-mortar store closures resulting from shifts in consumer spending.^[6]

Since at least 2008 (Global Financial Crisis), various economic factors have resulted in the closing of many stores in North America, the United Kingdom, and Australia, particularly in the department store industry. For example, Sears Holdings had more than 3,500 stores and 355,000 employees in 2006.^[15] By the end of 2016, Sears operated 1,430 stores.^[16] In October 2018, Sears filed for bankruptcy and announced it would close an additional 142 of its 687 stores.^[17] At the time of filing, Sears had 68,000 employees.^[17]

The phrase "retail apocalypse" began gaining widespread usage in 2017 following multiple announcements from many major retailers of plans to either discontinue or greatly scale back a retail presence, including companies such as H.H. Gregg, Family Christian Stores and The Limited all going out of business entirely.^[18] *The Atlantic* described the phenomenon as "The Great Retail Apocalypse of 2017", reporting nine retail bankruptcies and several apparel companies having their stock hit new lows, including that of Lululemon, Urban Outfitters, and American Eagle.^[3] Credit Suisse, a

major global financial services company, predicted that 25% of U.S. malls remaining in 2017 could close by 2022.^[19]

Since 2017, the phrase is frequently applied to brick-and-mortar closures in retail, with the retail apocalypse creating a domino effect on manufacturers and suppliers; Hasbro, for example, cited the loss of the Toys "R" Us chain as a major cause for lost revenue and layoffs the company imposed in October 2018.^[20]

A 2019 analysis conducted by IHL Group international research and advisory firm found that when a retailer closes many stores, it indicates more about the individual retailer rather than the retail industry overall. In 2019, the 20 stores announcing the most closures represent 75% of all closures. IHL found that for each retailer closing stores in 2019, more than five retail chains are opening stores, an increase from the 3.7 ratio of 2018. IHL also reported that the number of chains adding stores in 2019 had increased 56%, while the number of closing stores decreased by 66% in the last year.^{[7][21]}

As of May 2020, bankruptcies and store closings were expected to intensify due to widespread business closures and the resulting financial impact of the COVID-19 pandemic. J. Crew, Century 21, Neiman Marcus, Stage Stores, Stein Mart, Lord & Taylor, JCPenney, Tuesday Morning, and Pier 1 Imports were among the first major retailers to file for bankruptcy during the COVID-19 pandemic.^[10]

Such retail downturns have also affected restaurants.

Shift to e-commerce

Further information: Online shopping

The main factor cited in the closing of retail stores in the retail apocalypse is the shift in consumer habits towards online shopping.^[23] Holiday sales for e-commerce increased by an estimated 11% to 20% from 2015 to 2016. The same year, brick-and-mortar stores saw an overall increase of only 1.6%, with physical department stores experiencing a 4.8% decline.^[24]

Oversupply of shopping malls

Another factor is an over-supply of malls^[25] as the growth rate of malls in North America between 1970 and 2015 was over twice the growth rate of the population. In 2004, Malcolm Gladwell wrote that investment in malls was artificially accelerated when the United States Congress introduced accelerated depreciation into the tax code in 1954.^[26] Despite the construction of new malls, mall visits declined by 50% between 2010 and 2013 with further declines reported in each successive year.^[27]

Experience economy

Main article: Experience economy

A major reported contributing factor to the supposed retail decline is an ongoing "restaurant renaissance"—a shift in consumer spending habits for their disposable income from material purchases such as clothing towards dining out and travel.^[3]

Shrinking middle class

Another cited factor is the "death of the American middle class" represented by declining real wages and rising costs creating a middle-class squeeze, resulting in large-scale closures of retailers such as Macy's, JCPenney, and Sears which traditionally relied on spending from this market segment.^[28] Particularly in rural areas, variety stores such as Dollar General, Dollar Tree, and Family Dollar, once thought to be unaffected by the apocalypse since they have continued growing rapidly, are now perceived as being at best a symptom of the phenomenon, and at worst a direct cause of rural, independent retailers collapsing, unable to compete with the lower margins that national chains can sustain.^{[29][30]}

Poor management

Poor retail management coupled with an overcritical eye towards quarterly dividends cause a lack of accurate inventory control, so the sales floor suffers from underperforming merchandise and out-of-stock merchandise, creating a poor shopping experience for customers. The focus on short-term balance sheets induces management to understaff retail stores in order to keep profits high.^{[31][32]} Furthermore, many long-standing chain retailers are overloaded with debt,^[33] often from leveraged buyouts from private equity firms, which hinders the profitable operation of retail chains.^{[34][35]}

COVID-19 pandemic

Main article: Impact of the COVID-19 pandemic on retail

The COVID-19 pandemic exacerbated many issues affecting retailers, as many were forced to shut down due to non-pharmaceutical interventions that were issued in an effort to mitigate the pandemic.^[36]

At the same time, online shopping boomed during the coronavirus-related lockdown, even though it came back down starting in 2022.^[37] Most of the major e-commerce retailers in the United States were classified as essential businesses and were not required to shut down. Buyers stated that they would deliberately buy products from such categories as food and drinks, hygiene, household cleaning, clothing, health, and consumer electronics online rather than in person due to COVID-19. The outbreak is said to have changed shopping behavior permanently: in the US, 29% of surveyed consumers stated that they had no intention to ever go back to offline shopping. In the UK, this number reached 43%.^[38]

In June 2020, retail research firm Coresight reported that they estimated that the number of store closures due to the pandemic and ensuing recession would exceed the 2019 record of 9,302.^{[39][40]}

Coresight Research data later indicated that store closures had reduced by 49% from 2020 to 2021, with store openings increased by 36% over the previous year.^[41] Clothing and accessories accounted for 43% of retail closures in 2021.^[41] In July 2022, the analytics firm published findings that store openings had exceeded store closings for the

first half of 2022, and that there were 10% fewer closings and 3% fewer openings than in 2021.^[42]

Cities Planned Their Way Into the Retail Vacancy Crisis

Demand for retail spaces has been softening for more than a decade.

BY LEAH BROOKS AND RACHEL MELTZER

June 20, 2024 3:50 PM

Empty storefronts are eyesores, and also mean fewer neighborhood services for residents, less foot traffic on the street, and lower tax revenue for the city's coffers. Before the pandemic, roughly 1 in every 20 New York City storefronts was empty—and that figure has now more than doubled. What was once thought to be a fleeting remnant of COVID-related closures is now endemic.

Retail spaces stay vacant for many reasons. Brick-and-mortar businesses have to compete with cheap and convenient online vendors. Office buildings have emptied out, draining downtown areas of the daytime customers who previously supported nearby businesses. Landlords sit on vacant spaces waiting for the perfect deep-pocketed tenant.

Even if we resolved all these challenges, one fundamental hurdle would remain. We've zoned our cities for too much retail. Land-use regulations have zealously mandated or encouraged retail in developments big and small, and we've built too much of it. Vacancy is inevitable.

We tracked two decades' worth of retail leasing records for seven major U.S. cities. Since 2012, almost a decade before we can attribute any decline to COVID, the amount of newly leased retail square feet flatlined and even declined in some cities. Also since 2012, retail rents have flattened or declined, and retail spaces sit empty longer between tenants. Altogether, this is strong evidence that the demand for retail spaces has softened over the past decade.

Over the same time period, we also found that cities have increased the amount of square footage zoned for retail. Looking at New York City and Los Angeles, where we have detailed data on what is built and what cities require in their land-use regulations, the number of lots zoned for retail uses has increased. Even more striking, the increase in the total square footage zoned for retail exceeds the increase in the number of lots zoned for retail. In other words, the designated retail space in these buildings has gotten bigger over time.

Why do cities continue to mandate land use where businesses do not want to rent? Especially when demand for a clear alternative use—housing—is soaring? Perhaps because zoning for ground-floor retail is practically an act of faith among urban planners. Jane Jacobs, possibly the most renowned urban planner, documented and promoted the benefits of vibrant streetscapes created by mixing uses and by ground-floor street interfaces. Planners, urban enthusiasts, and even real estate developers have taken up this mantle with vigor.

However, the benefits from this type of planning are nullified when those storefronts sit vacant. Streetscapes pockmarked with dark windows and sidewalks with less foot traffic and fewer eyes can invite illicit and unsafe activity and may even suppress demand for living near those corridors.

Neither our data nor the anecdotes suggest that the brick-and-mortar retail sector is on the verge of a multiyear expansion to help fill the empty retail spaces. We expect online shopping and working to be a part of urban life for the foreseeable future. While markets can fluctuate, the built environment of cities is relatively fixed. This means we will have to accept the obsolescence of much of the current retail building stock in cities and be creative about how to repurpose it. Local and national policymakers have mobilized around converting office space to residential uses, but what about retail-to-residential conversions? Like many of the underused office buildings, there may not be an acceptable design solution for every vacant retail space, but these conversions would be much less costly and less complicated.

Slow-to-change regulations hamstring cities, because they are out of sync with emerging work-life patterns and consumption technologies. But cities need commerce to thrive, and we can maintain the retail

lifeblood of cities while also meeting other urban challenges. For example, 15-foot-high spaces, often required for the ground floors of new buildings, may no longer align with the smaller footprint that retailers now need if some or most of their business is online. City planners should concentrate retail near transit hubs and in mixed-use developments, rather than requiring inclusion in every new development. A zoning code that is more strategic and restrained in where it requires or allows retail would mean that every developer on the block would no longer default to ground-floor retail. These changes would yield fewer dark storefronts and more places for people to live

MIXED USE GROUND FLOOR RETAIL ZONING AMENDMENT CITY COUNCIL MEETING AUGUST 28, 2024

Item 6B



ZONING CODE AMENDMENT

Following businesses would be allowed in ground floor retail:

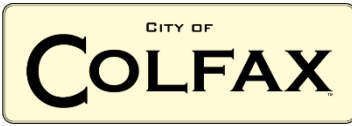
- Libraries and museums
- Veterinary Clinic
- Business Support Services



RECOMMENDATION

- Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the next regular City Council meeting currently scheduled for September 11, 2024, to be effective 30 days after adoption.





Staff Report to City Council

FOR THE AUGUST 28, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Agreement with Bureau Veritas North America – Building Inspection and Plan Check Services

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$80,000	Fund(s): 400
-------------	------------------	-------------------	-------------------------	---------------------

RECOMMENDED ACTION: Adopt Resolution __-2024 authorizing the City Manager to sign a three-year agreement with Bureau Veritas North America to provide plan review, code enforcement, inspection, and permit technician services with a possible two-year extension.

Summary/Background

At the June 26, 2024 city council meeting, the council approved a six-month extension of agreement with Bureau Veritas North America (BVNA) to provide plan review, code enforcement, inspection, and permit technician services. The previous agreement with BVNA was set to expire June 30, 2024, so an extension was granted to allow city staff time to prepare and release a request for proposal (RFP) for plan review, code enforcement, inspection, and permit technician services. An RFP allows the city to charge any qualifying services performed by a contractor providing plan review, code enforcement, inspection, and permit technician services to a grant rather than to city funding.

Staff prepared an RFP for a contractor to provide plan review, code enforcement, inspection, and permit technician services, and on June 18, 2024, advertised the RFP with a proposal deadline of July 15, 2024. The city received proposals from six different companies by the deadline. Staff carefully reviewed and scored each proposal with the highest overall score being assigned to Bureau Veritas North America.

Conclusions and Findings

Staff recommends that the council approve a three-year agreement with a possible two-year extension with BVNA.

Fiscal Impacts

The Building Department contract services budget is \$80,000 for FY 2024-2025, and \$85,000 for FY 2025-2026.

Attachments:

1. Resolution __-2024
2. BVNA Agreement

City of Colfax

City Council

Resolution № __-2024

APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A THREE-YEAR BUILDING INSPECTION AND PLAN CHECK SERVICES AGREEMENT WITH BUREAU VERITAS NORTH AMERICA (BVNA), WITH A POSSIBLE TWO-YEAR EXTENSION

WHEREAS, The agreement with BVNA was set to expire June 30, 2024, so an extension was approved by Council to allow City staff time to prepare and release a request for proposal (RFP) for plan review, code enforcement, inspection, and permit technician services; and,

WHEREAS, Staff prepared an RFP for a contractor to provide plan review, code enforcement, inspection, and permit technician services, and on June 18, 2024, advertised the RFP with a proposal deadline of July 15, 2024; and,

WHEREAS, The city received proposals from six different companies by the deadline; and,

WHEREAS, City staff carefully reviewed and scored each proposal with the highest overall score being assigned to Bureau Veritas North America.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute a three-year agreement with Bureau Veritas North America to provide plan review, code enforcement, inspection, and permit technician services with a possible two-year extension.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on August 28, 2024, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Kim Douglass, Mayor

Amanda Ahre, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 28th day of August, 2024 by and between the City of Colfax, a municipal corporation of the State of California Bureau Veritas North America, inc. ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and professional manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
 - i. the date of performance of each of the Services,

- ii. identification of the person who performed the Services,
- iii. a detailed description of the Services performed on each date,
- iv. the hourly rate at which the Services on each date are charged,
- v. an itemization of all costs incurred and
- vi. the total charges for the Services for the month invoiced.

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment, and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability: Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, officials, employees, and volunteers from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone they control in the performance of the Services. This indemnity does not apply to liability for damages or loss, arising from the sole negligence, active negligence, or willful misconduct or material defects in design by

the City or its agents, servants, employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the passive negligence of the City, its officers, agents, employees or volunteers, unless caused in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault unless otherwise allowed by California Civil Code Section 2782.8, as amended.

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement policies of insurance at least as broad as the following, with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

- B. Commercial General Liability Coverage (CGL). Commercial general liability insurance covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, personal injury and advertising injury, and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on the most recent Insurance Services Office (ISO) form and include a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence. General liability coverage written on a claims-made basis shall not be acceptable absent prior written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance written on the most

recent Insurance Services Office (ISO) form covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1,000,000.00 combined single limit for each occurrence.

- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1,000,000.00. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this

Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the

Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical, or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the effective date of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials, and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules, or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California

Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
 33 S. Main Street
 Colfax, CA 95713

If to Consultant: Bureau Veritas North America, inc.
 180 Promenade Circle, Suite 150
 Sacramento CA 95834

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as a manually executed signature and agreement.

Section 24. Successors.

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

 City Attorney

EXHIBIT A SCOPE & FEE SCHEDULE

The contract term is for three years, with a two-year optional extension.

PLAN REVIEW, INSPECTION AND PERMIT TECHNICIAN SERVICES, CITY OF COLFAX

APRIL 29, 2024

Plan Review

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform plan review services. Plan review services shall consist of the review of plans and documents for compliance with jurisdiction adopted or enforced codes and regulations. Plan review services will be provided in accordance with accepted standards of practice for governmental plan review and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Plan review services covered under this agreement will be performed in the offices of BVNA, unless otherwise authorized by the jurisdiction. Plan review can be provided as full review, partial review, or discipline specific, as requested by the jurisdiction for each project.

Plan review services may include the review of:

- Non-structural fire and life safety plans examination
- Structural plans examination
- Electrical, mechanical, & plumbing code plans examination
- Disabled access code plans examination
- Green building code plans examination
- Energy code plans examination
- Fire sprinkler and alarm plans examination
- Fire code compliance

Plan review services shall be identified in the project task order and corresponding rate schedule. Additional services can be negotiated between BVNA and the jurisdiction, if needed. If corrections are required, BVNA will prepare comment or correction letters. The correction letter shall describe each required correction or addition, and reference the applicable code section. Letters will be distributed as directed by the jurisdiction.

If plans are recommended for approval, BVNA shall transmit to the jurisdiction the required number of sets of plans and associated documents with the plans stamped "Reviewed for Code Compliance" to indicate that the plans have been reviewed by BVNA and found to be in substantial compliance with applicable codes.

Typical turnaround times for building plan review are as follows:

Service	Initial Check (working days)	Recheck (working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	10	7	7	5
Residential addition and/or accessory building	10	5	7	3
New Residential	10	7	5	3
Multi-Residential and New Multi-Residential, Commercial, and Industrial	15	10	10	7
Complex, large, or unusual project	*	*	*	*

*Turnaround times for unusually complex or large projects can be negotiated.

Electronic Plan Review

At the request of the jurisdiction, BVNA can provide electronic plan reviews. BVNA can utilize the system preferred by the jurisdiction, or can provide electronic review simply using PDF software.

Inspection Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform site inspection services to verify substantial compliance with approved plans and jurisdiction adopted codes and regulations. Inspection services will be provided in accordance with accepted standards of practice for governmental inspection and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Inspection services may include the following elements:

- Non-structural fire and life safety
- Structural
- Electrical, mechanical, & plumbing
- Disabled access
- Green building
- Energy
- Fire sprinkler and alarm
- Fire code compliance

Inspection services can be provided on a full-time, part-time, or as-needed basis in accordance with the requirements of the jurisdiction. Building Inspectors provided by Bureau Veritas North America, Inc. shall perform the following services:

- Become familiar with approved project plans and documents prior to inspection.
- Conduct site inspection using safe work practices.
- Identify areas of non-compliance.
- Prepare correction notice and/or discuss non-complying items and solutions with jobsite superintendent.
- For serious violations, notify Building Official and issue stop work notice in accordance with jurisdiction policies and procedures.
- Provide reinspections as necessary to address non-complying items.
- Provide inspection records in accordance with jurisdiction policies and procedures.
- When requested by the jurisdiction, coordinate inspections with fire, health, and other government agencies, as applicable to the project.

Permit Technician Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall provide on-sit permit technician services. Permit technician services will be provided in accordance with the policies, procedures, and practices of the jurisdiction.

Permit technician services may include:

- Interface with the public, internal staff, and related departments
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software, where applicable



Schedule of Fees

BVNA proposes to provide inspection services on an as-needed basis for the City of Colfax.

Hourly rates for project personnel are outlined below:

Staff Level Classifications	Hourly Billing Rate
Building Official Onsite / Remote	\$150 / \$125
Senior / Structural Plan Check Engineer / Fire Protection Engineer	\$150
M/E/P Plan Check Engineer / Sr. Plans Examiner	\$135
CASp Plan Review / CASp Inspector	\$125 / \$145
Plans Examiner	\$119
Sr. Inspector	\$115
Building Inspector	\$97
Permit Technician	\$70
Fire Marshal	\$150
Plans Examiner	\$140
Fire Inspector	\$125

SCHEDULE OF RATES:

The rates include the cost of employee salaries plus sick leave, vacation, holiday and other fringe benefits. The rates include indirect overhead costs and fee (profit). Fees listed above include regular hourly labor rates. All Employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1 /2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.

Fast track/Expedited plan reviews shall be an additional 1.5 times the fees shown above.

After hour calls to be invoiced at a minimum of (4) four hours.

The above rate are subject to annual increases in accordance with CPI and City Manager approval.