



City of Los Banos

At the Crossroads of California

www.losbanos.org

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS
520 J Street
Los Banos, California

OCTOBER 21, 2020 – **4:00 PM**

Temporary Public Comment Email Established for the City of Los Banos City Council Meeting of October 21, 2020 – emails must be received by 4:00 PM:

The City has established a temporary email address citizens can use to email public comments on any agenda item, limited to 250 words or less. Any public comments received by October 21, 2020 prior to 4:00 PM will be read aloud during the appropriate time and agenda item.

The email address is cityclerk@losbanos.org

Public comment during Public Hearings will be taken in real time via email.

Once the Public Hearing is opened, the City Council will pause the meeting in order to receive emails directed at the Public Hearing (up to 250 words) and will read comments into the record after resuming the meeting, as time permits.

Please indicate that comments are for a particular Public Hearing by putting "Public Hearing" in the subject line of the email and the title of the Public Hearing.

The Council Chambers are closed to the public, those interested in viewing the City Council meeting can do so on the City of Los Banos' Website at:

<https://www.youtube.com/watch?v=sc3NQ8A8iuE&feature=youtu.be>

If you require special assistance to attend or participate in this meeting, please call the City Clerk's Office @ (209) 827-7000 at least 48 hours prior to the meeting.

The City of Los Banos complies with the Americans with Disabilities Act (ADA) of 1990.

Si requiere asistencia especial para atender o participar en esta junta por favor llame a la oficina de la Secretaria de la ciudad al (209) 827-7000 a lo menos de 48 horas previas de la junta.

La Ciudad de Los Banos cumple con la Acta de Americanos con Deshabilidad (ADA) de 1990.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the meeting and in the City Clerk's office located at City Hall, 520 J Street, Los Banos, California during normal business hours. In addition, such writings and documents may be posted on the City's website at www.losbanos.org.

Cualquier escritura o los documentos proporcionaron a una mayoría del Ayuntamiento respecto a cualquier artículo en este orden del día será hecho disponible para la inspección pública en la reunión y en la oficina de la Secretaria de la ciudad en City Hall, 520 J Street, Los Banos, California durante horas de oficina normales. Además, tales escrituras y los documentos pueden ser anunciados en el website de la ciudad en www.losbanos.org.

1. CALL TO ORDER.

4:00 PM

2. PLEDGE OF ALLEGIANCE.

3. ROLL CALL: (City Council Members)

Faria ____, Johnson-Santos ____, Jones ____, Lewis ____, Villalta ____

4. CONSIDERATION OF APPROVAL OF AGENDA.

5. PRESENTATION – Proclamation Recognizing Pat Leonardo.

6. PUBLIC FORUM. (Members of the public may address the City Council Members on any item of public interest that is within the jurisdiction of the City Council; includes agenda and non-agenda items. No action will be taken on non-agenda items. Speakers may submit their comments by submitting a written statement, limited to 250 words or less, by dropping it off in the Utility Payment Box at City Hall, 520 J Street, by mail or emailing cityclerk@losbanos.org. Comments received will be read into the record during the City Council Meeting.)

7. CONSIDERATION OF APPROVAL OF CONSENT AGENDA. (Items on the Consent Agenda are considered to be routine and will be voted on in one motion unless removed from the Consent Agenda by a City Council Member.)

A. Check Register for #224059 – #224252 in the Amount of \$1,217,786.32.

Recommendation: Approve the check register as submitted.

B. City Council Resolution No. 6274 – Approving Closure of Non-Essential City Offices on Thursday, December 24, 2020 and Thursday, December 31, 2020.

Recommendation: Adopt the resolution as submitted.

C. City Council Resolution No. 6275 – Accepting Parcel Map 2020-03 Along with the Dedications of a 10' Public Utility Easement Located East of Parcel D and West of Parcel E Along East Pacheco Boulevard/State Highway 152 as Shown in Said Parcel Map (Ohel Bapaz, LLC).

Recommendation: Adopt the resolution as submitted.

D. City Council Resolution No. 6276 – Awarding the Bid for the Purchase of One (1) New 2020-2021 Model Medium Duty Utility Truck with Lift Gate to Santos Ford in the Amount of \$49,006.31 and Authorizing the Public Works Director/City Engineer to Issue the Purchase Order.

Recommendation: Adopt the resolution as submitted.

8. PRESENTATION OF THE FINANCING PLAN FOR THE POLICE STATION FACILITIES PROJECT.

- A. City Council Resolution No. 6277 – To Commit Funding to the Police Station Facilities Project.

Recommendation: Receive staff report and adopt the resolution.

9. RESIDENTIAL AND COMMERCIAL GARBAGE, RECYCLABLE MATERIAL, AND ORGANIC WASTE COLLECTION SERVICES.

- A. City Council Resolution No. 6278 – Declaring Its Intention to Award a Franchise Agreement to Mid Valley Disposal for the Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection Services Contractor.

Recommendation: Receive staff report and adopt the resolution.

10. CONSIDERATION OF CITY OF LOS BANOS MEMBERSHIP WITH PENINSULA CLEAN ENERGY BY ADOPTION OF JOINT POWERS AGREEMENT (JPA) RESOLUTION AND INTRODUCTION/FIRST READING OF REQUIRED COMMUNITY CHOICE AGGREGATION (CCA) ORDINANCE.

- A. City Council Resolution No. 6272 – Requesting Membership in the Peninsula Clean Energy Authority, Authorizing the Mayor to Execute the Second Amended Joint Powers Agreement, and Appointing the City’s Director on the Board and the Alternate Director.

- B. Ordinance No. 1187 – Authorizing the Implementation of a Community Choice Aggregation Program in the City of Los Banos By and Through the Peninsula Clean Energy Authority. **(Second Reading & Adoption)**

Recommendation: Receive the staff report, adopt resolution, waive the second reading and adopt the ordinance.

11. APPOINTMENT OF COMMISSIONERS TO THE FOLLOWING COMMISSIONS:

- A. Airport Advisory Commission – One Vacancy, Expiring December 31, 2021.
- B. Economic Development Advisory Commission – One Vacancy, Expiring December 31, 2021.
- C. Tree Commission – One Vacancy, Expiring December 31, 2021.

Recommendation: Appoint Commissioners to fill the vacancies.

12. DISCUSSION REGARDING FUTURE CITY COUNCIL MEETING FORMAT.

Recommendation: Receive staff report and direction from the City Council on how to proceed.

13. CONSIDERATION OF COUNCIL MEMBER REQUEST REGARDING TRAFFIC CALMING MEASURE/SPEED CUSHION POLICY AND PROCEDURE [LEWIS].

Recommendation: Discussion and direction from the City Council on how to proceed.

14. COVID-19 STATUS UPDATE.

Recommendation: Informational item only, no action to be taken.

15. ADVISEMENT OF PUBLIC NOTICES. (No report)

16. CITY MANAGER REPORT.

17. REPORT/UPDATE ON MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) AND MEASURE V COMMITTEE.

Recommendation: Informational item only, no action to be taken.

18. CITY COUNCIL MEMBER REPORTS.

A. Tom Faria

B. Daronica Johnson-Santos

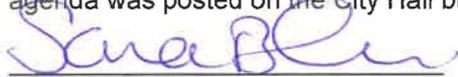
C. Brett Jones

D. Deborah Lewis

E. Mayor Mike Villalta

19. ADJOURNMENT.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.



Sara Blevins, Deputy City Clerk

Dated this 15th day of October 2020



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and City Council Members

FROM: Stacy Souza Elms, Community and Economic Development Director 
William A. Vaughn, City Attorney

DATE: October 21, 2020

TYPE OF REPORT: Agenda Item

SUBJECT: Consideration of City of Los Banos Membership with Peninsula Clean Energy by Adoption of JPA Resolution and Introduction/First Reading of Required CCA Ordinance

Recommendation:

- 1) Adopt Resolution No. 6272 requesting membership in the Peninsula Clean Energy Authority, authorizing the Mayor to execute the second amended Joint Powers Agreement, and appointing the City's Director on the Board and the Alternate Director; and
- 2) Waive the second reading and adopt Ordinance No. 1187 authorizing the implementation of a Community Choice Aggregation Program in the City of Los Banos by and through the Peninsula Clean Energy Authority.

Background:

On October 7, 2020, the Los Banos City Council took the following action:

- Received a presentation from staff.
- Deferred consideration of Resolution No. 6272 to October 21, 2020.
- Waived the first reading and introduced by title Ordinance No. 1187.

After the most recent City Council meeting, staff conducted outreach to educate the community regarding Community Choice Aggregation and membership to Peninsula Clean Energy through the City's website, Facebook, Instagram, and Twitter platforms. Staff also created a website <https://www.losbanoschoiceenergy.org/> to provide information to residents and businesses with a Frequently Asked Questions (FAQ) section and links to resources for individuals seeking more information.

Community Choice Aggregation (CCA) is a program that allows local municipalities to pool, or aggregate, their energy demand to purchase electricity separate from the local investor owned utility. As a shared-service model, CCAs partner with the existing utility, Pacific Gas & Electric Company, which continues to provide power transmission, distribution, grid maintenance and billing services. Peninsula Clean Energy (PCE) is a CCA program that provides electricity to all of its member cities and unincorporated areas under a Joint Powers Authority (JPA). PCE offers competitive rates and clean energy from renewable sources.

A JPA is a legally created entity that allows public agencies to jointly exercise common powers. The JPA is not a private business, and has independent legal rights, including the ability to enter into contracts, hold property and sue or be sued. The debts, liabilities and obligations of the JPA belong to that entity, not the contracting parties. Under the CCA program, San Mateo County and all 20 of its cities and towns formed Peninsula Clean Energy, a community-controlled, not-for-profit, joint powers agency. To be a member of Peninsula Clean Energy, a public agency would need to take two formal actions: (1) enter into a Joint Powers Authority by Resolution; and (2) adopt an Ordinance "elect[ing] to implement a community choice aggregation program within its jurisdiction".

On September 18, 2019, the Los Banos City Council invited PCE leadership to provide a project update and CCA presentation. At that meeting, the City Council directed staff to continue studying CCA to evaluate whether a potential membership would be beneficial to the City.

After the September 2019 City Council meeting, staff reached out to other CCAs in the state to learn more about how CCA works and to assess the City's options. Staff interviewed seven (7) alternative energy providers: Silicon Valley Clean Energy, Monterey Bay Community Power, Valley Clean Energy, Eastbay Community Energy, San Jose Clean Energy, King City Community Power, and Pacific Clean Energy. Each of the energy providers were mainly concentrated on providing "local" cities and counties with alternative energy sources and six (6) of the energy providers did not show interest in partnering with Los Banos due to the existing presence of Peninsula Clean Energy in the immediate vicinity. Staff also determined that it would be much more beneficial to join an existing CCA as the startup costs to create a CCA, which would be much greater than joining an existing CCA.

On June 3, 2020, the Los Banos City Council adopted Resolution No. 6225 to study CCA and a potential partnership with PCE and authorized the conducting of a technical study to assess the City's 2018/2019 electric load data.

On September 16, 2020, the City Council received the results of the technical feasibility study conducted by MRW & Associates that returned favorable results for CCA in Los Banos, notably by joining Peninsula Clean Energy's Joint Powers Authority as members. The City Council directed staff to move ahead with next steps toward membership with PCE and the launch of a CCA program for Los Banos residents and businesses starting in 2022.

Key reasons for the City's interest in pursuing CCA in partnership with PCE include:

- 1) Lower electric generation rates;
- 2) Achievement of local and regional greenhouse gas (GHG) reduction targets;
- 3) Access to clean energy generated by the Wright Solar Project;
- 4) Access to local energy programs; and
- 5) The economic development benefits of additional clean power projects located in Los Banos and/or the Merced County region.

The City's goals align well with PCE's goals, which are to reduce GHG emissions, secure sufficient, low-cost, clean sources of electricity to meet regulatory mandates, and match complementary winter (San Mateo Co.) and summer (Los Banos) peaking loads to help manage capacity and costs.

Discussion:

On September 16, 2020, the City Council directed staff to move forward with next steps related to membership with PCE. Since that meeting, the following steps have been completed:

- 1) City Attorney reviewed the amended JPA Agreement and membership with PCE.
- 2) Preparation of legal documents for Council approval including the attached JPA Agreement and authorizing resolution and Los Banos' CCA ordinance.
- 3) Staff followed up on various questions, which are articulated below.

JPA Agreement. The attached JPA Agreement of the Peninsula Clean Energy Authority has been amended in sections 4.3 and 4.3.1/4.3.2 to provide additional process detail and cost protections in lieu of requiring the City of Los Banos to pay for implementation costs associated with CCA roll out to Los Banos customers. Per the requirements articulated in section 7.4, the proposed amendments were sent to all member agencies of PCE on September 17, 2020 for 30-day review. To date, no comments from member agencies have been received.

CCA Ordinance. The attached Ordinance authorizes the City of Los Banos to offer community choice aggregation (CCA) for all eligible residential, business, and municipal electric accounts within the City's geographic boundaries. This ordinance is required as a provision of California's AB 117 to commence CCA service in the City, which currently planned for 2022.

Questions and Answers.

- 1) Will there be advance notice if rates change?

Peninsula Clean Energy mirrors PG&E's rates and applies a 5% discount to the generation portion of the rates. Generally, PG&E makes changes to its generation rates on an annual basis. Peninsula Clean Energy reviews the proposed rate changes with the Peninsula Clean Energy board when these rate changes are proposed by PG&E and the board votes to approve any rate changes. As a member of the Board of Directors, Los Banos would be part of this discussion and decision-making.

Sometimes PG&E makes minor rate adjustments at other times during the year, and the Board has delegated authority to PCE staff to make minor rate changes of no more than +/-1% to maintain the 5% discount. If the change will result in a more significant rate impact that is more than +/-1%, those rate adjustments are brought to the Board for discussion and approval.

- 2) What is the cost of customer opt-out after the enrollment period?

If a customer wants to opt-out of Peninsula Clean Energy after the first 60 days of service, the terms and conditions state that the fee is \$5 for a residential customer and \$25 for a commercial customer. The Customer Service Representatives have the ability to waive that fee if they think it is appropriate. The Terms and Conditions of Service can be found here: <https://www.peninsulacleanenergy.com/energy-choices/>.

- 3) Which programs can be tailored for Los Banos? What is the plan to develop programs for Los Banos?

Peninsula Clean Energy is currently offering a number of programs, all of which are available to all current Peninsula Clean Energy jurisdictions, and will be available to Los Banos. These include the following programs:

Transportation:

- Monetary incentives of up to \$1,000 for new and used electric vehicles.
- Monetary incentives of up to \$4,000 for used electric vehicles for income-qualified residents, plus assistance to access additional monetary incentives to further reduce the price of a used electric vehicle.
- Monetary incentives of up to \$800 for electric bikes for income qualified residents.
- Monetary incentives to install electric vehicle charging stations at workplaces, multi-unit dwellings, and municipal locations.

Buildings:

- Monetary incentives for low income home upgrades.
- Monetary incentives for electric heat pump water heaters.
- Technical assistance for jurisdictions to adopt multi-fuel or all-electric building codes for new construction.

Resilience:

- Free portable batteries for low income medically vulnerable residents who have experienced power outages due to PG&E PSPS events.
- Monetary incentives for homeowners to install solar + storage.
- Incentive programs for solar+storage for municipal community resource centers and critical infrastructure.

Once Los Banos is a member of Peninsula Clean Energy, we can develop additional programs that meet specific needs in Los Banos, which would also be available to all jurisdictions that are part of Peninsula Clean Energy. PCE's strategic plan further targets 20% of all program funding for low income and underserved communities. One such program includes a new program that PCE will be developing to build community solar projects to serve low-income residents at a reduced cost. The process to develop additional programs would include outreach to the community to determine what programs can be developed to meet the needs of low income residents and underserved communities.

Municipal Programs:

If the City decides to move forward with membership with Peninsula Clean Energy, the City would be eligible for programs to provide efficiency for City facilities. For example, the City could utilize the solar+storage program to eliminate or reduce the use of backup diesel generators. The City would also have the ability to utilize programs offered to all PCE members to provide solar+storage for new and existing facilities, such as the Community Center or the new Police Station.

- 4) What is the potential reduction in greenhouse gas emissions for the City once the CCA has been launched?

Starting in 2021, Peninsula Clean Energy's default electricity product, ECOplus will be 100% greenhouse gas free. Thus starting in 2022, for all electricity consumers in Los Banos who are Peninsula Clean Energy customers the GHG emissions from their electricity will be zero.

Legal Analysis:

The Peninsula Clean Energy Authority (PCEA) was formed on February 29, 2016. The Peninsula Clean Energy Authority is a public agency, governed by a joint powers agreement, located within the geographic boundaries of San Mateo County, formed for the purposes of implementing a community choice aggregation ("CCA") program. Member Agencies of the PCEA include all twenty (20) municipalities located within the County of San Mateo as well as the unincorporated areas of the County of San Mateo, all of which have elected to allow the PCEA to provide electric generation service within their respective jurisdictions. As indicated above a Second Amended JPA has been prepared to include counties, cities, and towns outside San Mateo County and within the State of California.

The Public Utilities Code (Section 366.2(c)(12)(B)) provides for the creation of a JPA so that a county and a city or cities can “participate as a group in a community choice aggregation program.” In order to create a CCA program, each participating local agency (city and/or county) must take two formal actions: (1) entering into a Joint Powers Agreement forming a JPA under Section 6500, et seq. of the Government Code; and (2) adopting an Ordinance “elect[ing] to implement a community choice aggregation program within its jurisdiction” as required by Section 366.2(c)(12)(A).

The JPA is a legally and financially separate entity from the jurisdictions that it serves. The JPA is governed by a Board of Directors comprised of two San Mateo County Supervisors and one elected official from each of the member cities. If Los Banos were to join the JPA the City Council would select one of its members (and an alternate) to serve on the Board of Directors. The alternate can be either a City Council Member or a staff person of the City. In addition, the Board of Directors has two board member directors emeritus selected from former directors who participate in board activities as non-voting members.

The Board of Directors is responsible for the general governance and oversight over the business and activities of the JPA, including hiring of a CEO and General Counsel, adoption of an annual budget, and setting electricity rates sold by the JPA.

Each member city has one vote on behalf of their city, and the County of San Mateo is granted two votes, in exchange for fronting the start-up costs for the program. Most actions by the Board of Directors is by majority vote of the directors present. There are some matters that require a super majority (involuntary termination of a party; amendment of the JPA; and eminent domain).

In addition, the JPA does provide for weighted voting, weighted by shares based upon the annual energy used by each member city or county, in relation to all the members’ total energy usage. The weighted vote would only be used in specific circumstances. If a member agency is not satisfied with the outcome of an initial vote, the agency may call for a second vote using the weighted shares method. This method can only be used to nullify a previous vote; no action may be approved solely by a vote of shares. This method of voting protects the interests of the larger energy user members, and is also in place presumably to encourage consensus-building among Board members. If Los Banos were to join the JPA its weighted vote would be approximately 5%.

1. Legal Risks to the City

The PCE JPA expressly provides for limited liability for its member cities, as well as directors, officers, and employees of PCE. The JPA states that “the debts, liabilities or obligations of the [PCE] shall not be debts, liabilities or obligations of the individual [member cities] unless the governing board of [the City] agrees in writing to assume any of the debts, liabilities or obligations of the [PCE].” This language in the JPA will generally protect the City from any actions or liabilities of PCE. To further mitigate any potential

legal risks to the participants, PCE has insurance coverage to protect the interests of the [PCE], the [member cities].

Additionally, the JPA explicitly states that “[n]o current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee” and PCE “shall defend, indemnify and hold harmless the individual current and former Directors.” Thus, the City is generally shielded from possible liability resulting from the actions of the representatives of other member cities as well.

It is worth noting, however, that member cities of JPAs are not automatically insulated from tort liability for the actions of the JPA entity and its members, per Government Code section 895.2. If Peninsula Clean Energy were to: (1) Be sued for negligence or wrongful acts or omissions; (2) Have a significant adverse judgment levied against it; and (3) The PCE’s insurance was not sufficient to satisfy the judgment, then the member cities’ assets may be found reachable by the injured party. **Because all three of these conditions must occur to subject the City to the PCE’s liability, the associated risk is very low.**

2. Financial Risks to the City

A JPA structure reduces the risks of CCA participation by immunizing the financial assets of the City and the other member agencies participating in the CCA. The CCA’s debts are its own, and creditors cannot come to the City for any recourse.

PCE’s staff has represented to the City that there will be no membership payment required of the City should it join the JPA. However, if the City were to voluntarily withdraw from the JPA within the first five years of membership the City would be obligated to reimburse the JPA for all costs related to the launch of the program in the City of Los Banos. Those launch costs are estimated in the Feasibility Study to be \$187,800.00.

The JPA states that there may be continuing financial obligations to any member city that chooses to withdraw, or is involuntarily terminated by a two-thirds vote of the other member directors.

The JPA specifically provides that a withdrawing or terminated member city “shall remain responsible for any claims, demands, damages, or other financial obligations” arising from participation in the program through the date of its withdrawal or termination. The major financial obligation specifically outlined in the JPA is for “losses from the resale of power contracted for by the [PCE] to serve the [City’s] load.” However, this section of the JPA also explicitly provides that, upon notice of a member city’s desire to withdraw, PCE is obligated to provide a minimum waiting period during which the member would be required to remain a part of Peninsula Clean Energy in order to withdraw without financial consequence. Thus, the City is free to withdraw from PCE at any time and pay for the power already contracted for on its behalf or remain in the program until such time that the City has fully used, or that PCE has re-allocated, the City’s share of the contracted power.

Finally, the JPA provides that a withdrawing member city is additionally responsible for costs or obligations associated generally with any specific program the City agreed to be a part of prior to the date of its withdrawal.

Considering the above discussion, staff considers the financial risk to the City associated with joining PCE to be very low.

Next Steps:

If the Council chooses to move forward, next actions will be:

- 1) October 22 – PCE Board to adopt resolution approving the amended JPA Agreement inclusive of the City of Los Banos;
- 2) November 19- Los Banos Board member and alternate sworn in as new PCE Board member; and,
- 3) December 17 - Updated Implementation Plan is approved by the PCE Board and submitted to the CPUC by end of year.

Fiscal Impact:

There is no direct cost to the City associated with PCE membership other than some staff work associated with next steps and program integration in 2021.

Reviewed by:



Alex Terrazas, City Manager

Attachments:

- 1) Resolution
- 2) JPA Agreement
- 3) Ordinance

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS REQUESTING MEMBERSHIP IN THE PENINSULA CLEAN ENERGY AUTHORITY, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDED JOINT POWERS AGREEMENT, AND APPOINTING THE CITY'S DIRECTOR ON THE BOARD AND THE ALTERNATE DIRECTOR

WHEREAS, the City of Los Banos ("City") has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and competitive retail choice and reducing energy-related greenhouse gas emissions; and

WHEREAS, Assembly Bill (AB) 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2 *et seq.*; hereinafter referred to as the "Act") authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA"); and

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and to this end, the City of Los Banos has been evaluating a CCA program through the Peninsula Clean Energy Authority ("PCE"), established as a joint powers authority pursuant to California Government Code § 6500 *et seq.*; and

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

WHEREAS, on September 18, 2019, the Los Banos City Council invited PCE leadership to provide a project update on the Wright Solar Farm project and a CCA presentation; and

WHEREAS, on June 3, 2020, the Los Banos City Council authorized a Community Choice Aggregation Feasibility Analysis for the City of Los Banos to be conducted by MRW & Associates; and

WHEREAS, on September 16, 2020, MRW & Associates presented the findings of the Feasibility Analysis to the Los Banos City Council; and

WHEREAS, the City's goals align well with PCE's goals, which are to reduce GHG emissions, and secure sufficient, low-cost, clean sources of electricity to meet regulatory mandates; and

WHEREAS, the City finds that joining PCE will offer Los Banos customers choice in their power provider and will help the City meet the State of California GHG emissions reduction goals set out in AB 32 and the goals of the City's Climate Action Plan; and

WHEREAS, in order to become a member of PCE, the PCE Joint Powers Agreement requires the City to adopt a resolution requesting to become a member of PCE; adopt an ordinance required by California Public Utilities Code section 366.2(c)(12) electing to implement a Community Aggregation Program within its jurisdiction by and through its participation in PCE; and execution of the PCE Joint Powers Agreement; and

WHEREAS, the City's participation in PCE will include membership on the Board of Directors as provided in the Joint Powers Agreement; and

WHEREAS, PCE has entered into agreements with electric power suppliers and other services providers and, based on these agreements, PCE provides power to residents and businesses at rates that are competitive with those of the incumbent utility; and

WHEREAS, California Public Utilities Code § 366.2 allows customers the right to opt-out of the CCA program and continue to receive service from PG&E. Customers who desire to continue to receive bundled electric service from PG&E will be able to do so; and

WHEREAS, the City Council has been presented with the Second Amended Joint Exercise of Powers agreement Relating to and Creating the Peninsula Clean Energy Authority and the City Council has examined and approved same as to both form and content and desires to enter into same.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos as follows:

1. The matters set forth in the Recitals to this Resolution are true and correct statements.

2. This resolution is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because it involves an organizational activity of a local government. 14 Cal. Code Regs. § 15378(a). The resolution is expressly exempt from CEQA because it is an organizational or administrative activity of governments that will not result in direct or indirect physical change in the environment. 14 Cal. Code Regs. § 15378(b)(5). The resolution is also exempt from CEQA because it is merely a change in organization of local agencies. 14 Cal. Code Regs. § 15320. Further, the resolution is exempt from CEQA because there is no possibility that the resolution or its implementation, which would only result in the formation of a governmental organization, would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City of Los Banos shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

3. The City Council of the City of Los Banos requests membership in Peninsula Clean Energy Authority and further requests that the Board of Directors of Peninsula Clean Energy Authority approve the City of Los Banos as a member of Peninsula Clean Energy Authority.

4. Authorizes and directs the Mayor to execute the Second Amended Joint Exercise of Powers Agreement Relating to and Creating the Peninsula Clean Energy Authority as presented.

5. _____ is hereby appointed to be the City's Director on the Authority's Board and _____ is hereby appointed to be the City's Alternate Director.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the ____ day of _____ 2020, by City Council Member _____, who moved its adoption, which motion was duly seconded by City Council Member _____, and the Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

**SECOND AMENDED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO
AND CREATING THE**

PENINSULA CLEAN ENERGY AUTHORITY

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, and establishes the Peninsula Clean Energy Authority (“Authority”), is by and between the County of San Mateo (“County”) and those counties, cities and towns within the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

- A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.
- C. The purposes for entering into this Agreement include:
 - a. Reducing greenhouse gas emissions related to the use of power in San Mateo County and the State of California;
 - b. Providing electric power and other forms of energy to customers at a competitive cost;
 - c. Carrying out programs to reduce energy consumption;
 - d. Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
 - e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.
- D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and biomass energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State’s transition to clean power resources to the extent feasible. The Agency will also add increasing levels of locally generated renewable

resources as these projects are developed and customer energy needs expand.

- E. The Parties desire to establish a separate public agency, known as the Peninsula Clean Energy Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
- F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

- 1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.
- 1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

- Exhibit A: Definitions
- Exhibit B: List of the Parties
- Exhibit C: Annual Energy Use
- Exhibit D: Voting Shares
- Exhibit E: Signatures

ARTICLE 2: FORMATION OF PENINSULA CLEAN ENERGY AUTHORITY

- 2.1 Effective Date and Term. This Agreement shall become effective and Peninsula Clean Energy Authority shall exist as a separate public agency on February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later. The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.
- 2.2 Formation. There is formed as of the Effective Date a public agency named the Peninsula Clean Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties

unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.5:

2.4.1 to make and enter into contracts;

2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4 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; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party over its objection without first meeting and conferring in good faith.

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9 to issue revenue bonds and other forms of indebtedness;

2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11 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;

2.4.12 to adopt Operating Rules and Regulations; and

2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.

2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by San Mateo County.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (“CEQA”).

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Board of Directors. The governing body of the Authority shall be a Board of Directors (“Board”). The Board shall consist of 2 (two) directors appointed by the San Mateo County Board of Supervisors and 1 (one) director appointed by each County, City or Town that becomes a signatory to the Agreement (“Directors”). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant. Directors must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement. Each Party may appoint an alternate(s) to serve in the absence of its Director(s). Alternates may be either (1) members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement, or (2) staff members of the County or any such municipality.

3.1.1 Directors Emeritus. The Board may select up to two board directors emeritus (“Directors

Emeritus”). Directors Emeritus will be selected from former directors who served on the Board with distinction and excellence. The Board may fill any vacant emeritus position(s) by a simple majority vote of Directors. The Chair may delegate the initial review of applicants and/or nominations to a committee. Directors Emeritus will serve at the pleasure of the Board for two-year terms, subject to the discretion of the Board to shorten or end a term. There shall be no limit on the number of terms held. It is the Board’s intention that Directors Emeritus receive all written notices and information provided to the Board, be permitted to attend all Board meetings, be permitted to participate in committee meetings without need for an appointment, and be encouraged to attend other PCE events. Directors Emeritus will not be counted in determining if a quorum is present, will not be entitled to hold office, and will not be entitled to vote at any Board or committee meeting. Director Emeritus status does not entitle participation in closed sessions of the Board.

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

3.3 Powers and Functions of the Board. The Board shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Board shall provide general policy guidance to the CCA Program. Board approval shall be required for any of the following actions:

- 3.3.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.
- 3.3.2 The hiring or termination of the Chief Executive Officer and General Counsel.
- 3.3.3 The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3.
- 3.3.4 The adoption of the Annual Budget.
- 3.3.5 The adoption of an ordinance.
- 3.3.6 The approval of agreements, except as provided by Section 3.4.
- 3.3.7 The initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board as long as such action is consistent with any adopted Board policies.
- 3.3.8 The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.
- 3.3.9 Termination of the CCA Program.

3.4 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement is less than \$100,000 in any fiscal year, except the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board of Directors.

3.5 Commissions, Boards, and 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 Ralph M. Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if the Board deems appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Directors.

3.7 Voting In general, as described below in Section 3.7.3, action by the Authority Board will be taken solely by a majority vote of the Directors present. However, as described below in Section 3.7.4, upon request of a Director, a weighted vote by shares will also be conducted. When such a request is made, an action must be approved by both a majority vote of Directors present and a majority of the weighted vote by shares present. No action may be approved solely by a vote by shares. The voting shares of Directors and approval requirements for actions of the Board shall be as follows:

3.7.1. Voting Shares.

Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where

(a) “Annual Energy Use” means, (i) with respect to the first year following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWh”), within the Party’s respective jurisdiction and (ii) with respect to the period after the anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party’s respective jurisdiction that are served by the Authority; and

(b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy Use will be designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments shall be approved by the Board.

(c) The combined voting share of all Directors representing the County of San Mateo shall be based upon the annual electricity usage within the unincorporated area of San Mateo County.

For the purposes of Weighted Voting, if a Party has more than one director, then the voting shares allocated to the entity shall be equally divided amongst its Directors.

3.7.2. Exhibit Showing Voting Shares. The initial voting shares will be set forth in Exhibit D. Exhibit D shall be revised no less than annually as necessary to account for changes in the number of Parties and changes in the Parties' Annual Energy Use. Exhibit D and adjustments shall be approved by the Board.

3.7.3. Approval Requirements Relating to CCA Program. Except as provided in Sections 3.7.4 and 3.7.5 below, action of the Board shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.4. Option for Approval by Voting Shares. Notwithstanding Section 3.7.3, any Director present at a meeting may demand that approval of any matter related to the CCA Program be determined on the basis of both voting shares and by the affirmative vote of a majority of Directors present at the meeting. If a Director makes such a demand with respect to approval of any such matter, then approval of such matter shall require the affirmative vote of a majority of Directors present at the meeting and the affirmative vote of Directors having a majority of voting shares present, as determined by Section 3.7.1 except as provided in Section 3.7.5.

3.7.5. Special Voting Requirements for Certain Matters.

(a) Two-Thirds and Weighted Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present; provided, however, that (i) notwithstanding the foregoing, any Director present at the meeting may demand that the vote be determined on the basis of both voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require the affirmative vote of both at least two-thirds of Directors present and the affirmative vote of Directors having at least two-thirds of the voting shares present, as determined by Section 3.7.1; (ii) but, at least two Parties must vote against a matter for the vote to fail; and (iii) for votes to involuntarily terminate a Party under Section 6.2, the Director(s) for the Party subject to involuntary termination may not vote, and the number of Directors constituting two-thirds of all Directors, and the weighted vote of each Party shall be recalculated as if the Party subject to possible termination were not a Party.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority

to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) Notwithstanding the foregoing, any Director present at the meeting may demand that a vote under subsections (i) or (ii) be determined on the basis of voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require both the affirmative vote of at least 75% of Directors present and the affirmative vote of Directors having at least 75% of the voting shares present, as determined by Section 3.7.1, but at least two Parties must vote against a matter for the vote to fail. For purposes of this section, "imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program" does not include any obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Board shall hold at least six 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 and Emergency Meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

- (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or
- (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.2 Secretary. The Board shall appoint a Secretary, 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.

3.9.3 Treasurer and Auditor. The Chief Financial Officer shall, among other duties, act as the Treasurer for the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative 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 CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 3.7.3.

4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution.

The Parties 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 Parties' right to withdraw from the Authority as described in Article 6.

4.3 Addition of Parties. Other incorporated municipalities and counties may become Parties subject to all applicable terms of this Agreement, including but not limited to those in Article 6, upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 3.7, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county as required by the Board, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board.

4.3.1 Continuing Participation. The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 4.3. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

4.3.2 Termination by Additional Parties. In addition to any financial obligations under Article 6, and in the events that the Board does not require a membership payment to reflect the additional party's pro rata share of organizational planning and other pre-existing expenditures as allowed by Section 4.3(b) and the additional party withdraws its membership in the Authority within the first five years of becoming a party, the party shall be obligated to reimburse the Authority for all the costs related to the cost of launch, including but not limited to the costs of updating the Implementation Plan and mailings to party's accounts.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 or the date selected by the Agency and ending June 30. The fiscal year may be changed by Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular

reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 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.

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Board in accordance with the Operating Rules and Regulations.

5.3.2 Funding of Initial Costs. The County of San Mateo has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of San Mateo shall be included in the customer charges for electric services as provided by Section 5.3.3 to the extent permitted by law, and the County of San Mateo shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of San Mateo shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of San Mateo shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not 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.

ARTICLE 6: WITHDRAWAL AND TERMINATION

6.1 Withdrawal.

6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority

and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Party's Director(s) voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may immediately withdraw its membership in the Authority without any financial obligation, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen days after receiving the report.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of Board members as provided in Section 3.7.5. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party 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 Party has allegedly violated. The Party 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 Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation

in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum waiting period under which the Party would have no costs for withdrawal if the Party 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 Party 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 Party shall also be responsible for any costs or obligations associated with the Party'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 Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board of Directors, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the

manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties, and the public. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Board members as provided in Section 3.7.5. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service.

Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A Definitions

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 3.7.1.

“Authority” means the Peninsula Clean Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.3, 2.4, and 4.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the County and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority’s initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

Exhibit A (cont.)
Definitions

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, any municipality or county that executes this Agreement.

“Party” means a signatory to this Agreement.

“Total Annual Energy” has the meaning given in Section 3.7.1.

Exhibit B
List of Parties

Parties:

Atherton
Belmont
Brisbane
Burlingame
Colma
County of San Mateo
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Los Banos
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

**Exhibits C and D
Annual Energy Use and Voting Shares**

ANNUAL ENERGY USE WITHIN PCE JURISDICTIONS AND VOTING SHARES		
Twelve Months Ended November [date]		
<u>Party</u>	<u>Total kWh</u>	<u>Voting Share</u>
SAN MATEO COUNTY		
Total		100

CITY OF LOS BANOS

By: _____
Mayor

ATTEST:

Clerk of Said Council

Approved as to Form:

City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE CITY OF LOS BANOS BY AND THROUGH THE PENINSULA CLEAN ENERGY AUTHORITY

WHEREAS, the City of Los Banos ("City") has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and competitive retail choice and reducing energy-related greenhouse gas emissions; and

WHEREAS, Assembly Bill (AB) 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2 *et seq.*; hereinafter referred to as the "Act") authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA"); and

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and to this end, the City of Los Banos has been evaluating a CCA program through the Peninsula Clean Energy Authority ("PCE"), established as a joint powers authority pursuant to California Government Code § 6500 *et seq.*; and

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

WHEREAS, on September 18, 2019, the Los Banos City Council invited PCE leadership to provide a project update on the Wright Solar Farm project and a CCA presentation; and

WHEREAS, on June 3, 2020, the Los Banos City Council authorized a Community Choice Aggregation Feasibility Analysis for the City of Los Banos to be conducted by MRW & Associates; and

WHEREAS, on September 16, 2020, MRW & Associates presented the findings of the Feasibility Analysis to the Los Banos City Council; and

WHEREAS, the City's goals align well with PCE's goals, which are to reduce GHG emissions, and secure sufficient, low-cost, clean sources of electricity to meet regulatory mandates; and

WHEREAS, the City finds that joining PCE will offer Los Banos customers choice in their power provider and will help the City meet the State of California GHG emissions reduction goals set out in AB 32 and the goals of the City's Climate Action Plan; and

WHEREAS, in order to become a member of PCE, the PCE Joint Powers Agreement requires the City to adopt a resolution requesting to become a member of PCE; adopt an ordinance required by California Public Utilities Code section 366.2(c)(12) electing to implement a Community Aggregation Program within its jurisdiction by and through its participation in PCE; and execution of the PCE Joint Powers Agreement; and

WHEREAS, the City's participation in PCE will include membership on the Board of Directors as provided in the Joint Powers Agreement; and

WHEREAS, PCE has entered into agreements with electric power suppliers and other services providers and, based on these agreements, PCE provides power to residents and businesses at rates that are competitive with those of the incumbent utility; and

WHEREAS, California Public Utilities Code § 366.2 allows customers the right to opt-out of the CCA program and continue to receive bundled electric service from PG&E. Customers who desire to continue to receive electric generation service from PG&E will be able to do so; and

WHEREAS, on October 7, 2020 and October 21, 2020, the City Council held a public meeting at which time interested persons had an opportunity to provide public input and comment either in support or in opposition to implementation of the CCA program within the City of Los Banos.

NOW, THEREFORE, the City Council of the City of Los Banos does ordain as follows:

Section 1. The above recitals and findings are true and correct and incorporated herein by this reference.

Section 2. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because it involves an organizational activity of a local government. 14 Cal. Code Regs. § 15378(a). The ordinance is expressly exempt from CEQA because it is an organizational or administrative activity of governments that will not result in direct or indirect physical change in the environment. 14 Cal. Code Regs. § 15378(b)(5). The ordinance is also exempt from CEQA because it is merely a change in organization of local agencies. 14 Cal. Code Regs. § 15320. Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation, which would only result in the formation of a governmental organization, would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City of Los Banos shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

Section 3. Based upon the foregoing, the City hereby elects to implement a Community Aggregation Program within its jurisdiction by and through its participation and membership in PCE.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held for any reason to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. This Ordinance shall go into effect and be in full force and operation thirty (30) days after its final passage and adoption. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

Introduced by Council Member _____ and seconded by Council Member _____ on the ____ day of _____, 2020.

Passed on the ____ day of _____, 2020 by the following vote:

AYES: Council Members
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

FROM: Lucy Mallonee, MMC *LM*
City Clerk/Human Resources Director

DATE: October 21, 2020

SUBJECT: City Commission Appointments and Appointment of Council Members

TYPE OF REPORT: Non Consent Agenda

Recommendation:

Appoint members to the following City Commissions:

Airport Advisory Commission – One Vacancy
One (1) Unexpired Term – Expiring December 31, 2021

Economic Development Advisory Commission – One Vacancy
One (1) Unexpired Term – Expiring December 31, 2021

Tree Commission – One Vacancy
One (1) Unexpired Term – Expiring December 31, 2021

Discussion:

Staff advertised the above vacancies on the City's website, on social media, and on the bulletin board located outside of City Hall; the deadline to apply was Friday, October 9, 2020. Applicants were interviewed by a committee per City policy. Any remaining vacancies will be advertised again.

Fiscal Impact:

None.

Reviewed by:

Alex Terrazas, City Manager



City of
Los Banos
At the Crossroads of California

NOTICE OF VACANCIES ON CITY COMMISSIONS

Notice is hereby given that the City of Los Banos is now accepting applications from citizens 18 or older residing within the City limits of Los Banos interested in serving on a City Commission.

Airport Advisory Commission – One (1) Vacancy

One (1) Unexpired Term – Expiring December 31, 2021



Economic Development Advisory Commission – One (1) Vacancy

One (1) Unexpired Term – Expiring December 31, 2021



Tree Commission – One (1) Vacancy

One (1) Unexpired Term – Expiring December 31, 2021



The various commissions meet once or twice a month and serve as advisory bodies to the City Council and Administrative Officials on such actions as they deem necessary, proper or advisable for the proper administration of City functions. Commissioners receive no compensation for their time, although they may be requested to attend training workshops or seminars at City expense. If you are interested in volunteering to serve on any of the City Commissions and are a resident of the City of Los Banos, please contact the City Clerk's Office at City Hall, 520 J Street, 827-7000 ext 2448 to request an application or access an application on the City's website: www.losbanos.org. The **deadline** to submit an application to the City Clerk is Friday, **October 9, 2020 before 5:00 p.m.**, and the appointments are tentatively scheduled for the City Council meeting of Wednesday, October 21, 2020.





City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Alex Terrazas, City Manager *AT*
DATE: October 21, 2020
SUBJECT: Direction Regarding Council Meeting Format
TYPE OF REPORT: Agenda Item

Recommendation:

Provide direction to staff regarding holding future City Council meetings using an online meeting platform or in the Council Chambers.

Background

For the last several months the City Council has been meeting using an online meeting platform for City Council meetings. This online platform is being used in order to reduce the number and frequency of public gatherings in attempt to reduce the spread of COVID-19. The purpose of this agenda item is to provide the Council the opportunity to discuss options for future meetings including holding in person meetings in the Council Chambers, continuing to use the online meeting platform or a hybrid option.

Discussion:

Options for the Council to consider for future meetings include:

- Holding meetings in the Council Chambers observing social distancing and other guidelines for meeting attendees Council and staff.
- Continuing to hold Council meetings using the online meeting platform.
- Developing a hybrid option that could include in person meetings in the Council Chambers and online meeting attendance/participation.

Staff is seeking direction from the Council regarding the format for future meetings.

ATTACHMENTS:

None



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Alex Terrazas, City Manager *AT*
DATE: October 21, 2020
SUBJECT: Council Member Request Regarding Traffic Calming Measures/Speed Cushion Policy and Procedure (Lewis)
TYPE OF REPORT: Agenda Item

Recommendation:

That the City Council provide direction to staff regarding a Council Member request to explore options to revise the Traffic Calming Measures/Speed Cushion Policy and Procedure.

Discussion:

Council Member Lewis is requesting that the Council consider providing direction to staff to explore options to revise the Traffic Calming Measures/Speed Cushion Policy and Procedure.

If the Council wishes to proceed staff proposes to bring back an item for additional City Council discussion at the November 4, 2020 Council meeting.

ATTACHMENTS:

None