

SAN JOAQUIN CITY COUNCIL MEETING MINUTES  
TUESDAY JANUARY 11, 2022

1. CALL TO ORDER – Called to Order by Mayor Hernandez at 6:00 P.M.

**ROLL CALL AND DECLARATION OF QUORUM**

Julia Hernandez	Present
Adam Flores	Present
Cristina Covarrubia	Present
Abel Lua	Present
Martha Mejia	Present

**Staff Present: Hilda Montoy, City Attorney, Elizabeth Nunez, City Manager, Lupe Estrada, City Clerk.**

**Guest Present: See Attachments**

2. APPROVAL OF AGENDA –

**City Manager requested to move Item 6A. Proclamation following the approval of Agenda.**

**Motion: Mayor Hernandez, oved to approval of Agenda as presented. The motion was seconded by Councilmember Covarrubia and approved by the following votes: 5 Ayes**

3. ANNUAL REOGRANIZATION-

- 3.1 Election of Mayor

Councilmember Lua nominated to appoint Mayor Hernandez to continue position of Mayor of San Joaquin.

**Motion: Councilmember moved to accept nomination of Mayor Julia Hernandez for Mayor. The motion was seconded by Councilmember Mejia and approved by the following votes: 5 Ayes**

- 3.2 Election of Mayor Pro Tem

Councilmember Mejia nominated Mayor Pro Tem Flores to continue the position of Mayor Pro Tem

**Motion: Councilmember Mejia moved to accept the nomination of Mayor Pro Tem Flores for Mayor Pro Tem. The motion was seconded by Councilmember Covarrubia and approved by the following votes: 5 Ayes**

3.3 Appointment of Representatives to Various Committees

A. Fresno COG, FCRTA and Fresno County RTMF Agency Board

Fresno Council of Government (COG), Fresno County Regional Transportation Authority (FCRTA) and Fresno County RTMF Agency Board- Mayor Hernandez will continue to serve as the Representative. Mayor Pro Tem Flores will continue to serve as the Alternate Representative.

**Motion: Mayor Hernandez moved to approve the appointment Mayor Pro Tem Flores to serve as the Alternate Representative for the COG, FCRTA and Fresno County RTMF Agency Board. The motion was seconded by Councilmember Lua and approved by the following votes: 5 Ayes**

B. Measure G-GPUSD Board

Councilmember Lua approved to appoint Councilmember Covarrubia to continue as the Representative for the Measure G- GPUSD Board and Councilmember Lua to serve as the alternate representative.

**Motion: Mayor Pro Tem Flores moved to approve the appointment of Councilmember Covarrubia to continue as Representative for Measure G- GPUSD board and Councilmember Lua to serve as the Alternate Presentative. Mayor Hernandez seconded the motion and approved by the following votes: 5 Ayes**

C. San Joaquin Valley Air District Board

Councilmember Mejia approved to appoint of Councilmember Covarrubia to continue to serve as the Representative of the San Joaquin Valley Air District Board and Mayor Hernandez as Alternate Representative.

**Motion: Councilmember Mejia moved to approved the appointment of Councilmember Covarrubia to continue to serve as the Representative for the San Joaquin Valley Air District Board and Mayor Hernandez as the Alternate. The motion was seconded by Mayor Pro Tem Flores and approved by the following votes: 5 Ayes**

D. Measure Q Board

Mayor Pro Tem approved to appoint Councilmember Lua to continue to serve as the Representative for Measure Q Board and Councilmember Mejia to serve as the Alternate.

**Motion: Mayor Pro Tem moved to approve the appointment of Councilmember Lua to serve as the Representative for the Measure Q Board and Councilmember Mejia to serve as the Alternate Representative. The motion was seconded by Mayor Hernandez and approved by the following votes: 5 Ayes**

E. Upper Kings Basin IRWMA

Mayor Hernandez approved to appoint Councilmember Covarrubia to serve as the Representative for the Upper Kings Basin IRWMA and the City Manager to serve as the alternate representative.

**Motion: Mayor Hernandez moved to approve the appointment Councilmember Covarrubia to serve as the Representative for the Upper Kings Basin IRWMA and the City Manager will serve as the Alternate Representative. The motion was seconded by Councilmember Luan ad approved by the following votes: 5 Ayes**

4. ADJOURN FOR APPRECIATION RECEPTION-  
RECONVENE TO CITY COUNCIL MEETING-
5. CONSENT CALENDAR -
  - A. Approval of Minutes: City Council Meeting Minutes of December 7, 2021-
  - B. Approval - Warrant #'s 052835-052893
  - C. Report and Recommendation- Consideration of AB 361 Relating to Remote City Council Meeting under New Brown Act Requirements and consider adoption of Resolution No. 2022-01. Authorizing Remote Teleconference Public Meeting by the City Council and all Boards, Commissions, and Standing Committees of the city in accordance with Assembly Bill 361.

**Motion: Mayor Pro Flores moved to approved Items 5A Approval of Minutes City Council meeting of December 7, 2021, Item 5B Approval of Warrant #'s 052835-052893 and Item 5C Consideration of AB 361 Relating to Remote City Council Meeting under New Brown Act Requirements and consider adoption of Resolution No. 2022-01. Authorizing Remote Teleconference Public Meeting by the City Council and all Boards, Commissions, and Standing Committees of the city in accordance with Assembly Bill 361. The motion was seconded by Mayor Hernandez and approved by the following votes: 5 Ayes**

6. PROCLAMATION-
  - A. Presentation of "Proclamation "Honoring the life and Legacy of Stanley Bulla III" A proclamation honoring Stanley Bulla III, President of the San Joaquin Chamber of Commerce for his years of service to the community.

**Mayor Hernandez presented the Proclamation "Honoring Stanley Bulla III" to the Bulla Family.**

7. SHERIFF REPORT – Deputy Chavez presented Monthly report for the Month of December 2021
8. CITY MANAGER REPORT - Informational Only

9. PUBLIC FORUM - None
10. PUBLIC HEARINGS- None
11. PLANNING COMMISSION- None
12. OLD BUSINESS – None
13. ADJOURN TO JOINT CITY COUNCIL AND SUCCESSOR AGENCY MEETING-  
Report and Recommendation: Consideration and approval of:

- A. Report and Recommendation- Adopt Successor Agency Resolution No. SA 2022-01 Approving the Recognized Obligation Payment Schedule 22-23 Administrative Budget for the July 1, 2022 through June 30, 2023 period Pursuant to Health & Safety Code Section 34177.

**Motion: Mayor Hernandez moved to approve and adopt Successor Agency Resolution No. SA 2022-01 Approving the Recognized Obligation Payment Schedule 22-23 Administrative Budget for the July 1, 2022 through June 30, 2023 period Pursuant to Health & Safety Code Section 34177. The motion was seconded by Mayor Pro Tem Flores and approved by the following Vote: 5 Ayes**

**Went into Successor Agency meeting at 6:40 P.M. and came out at 6:43 P.M.**

14. ADJOURN SUCCESSOR AGENCY AND RECONVENE AS CITY COUNCIL-
15. NEW BUSINESS –
  - A. Report and Recommendation- Consideration and approval of Resolution No. 2022-02, A resolution of the City Council of the City of San Joaquin approving an agreement with the Fresno Area Hispanic Foundation for performing outreach and managing the Business Assistance Program.

**Motion: Councilmember Lua moved to approve the approval of Resolution No. 2022-02 a resolution of the City Council of the City of San Joaquin approving an agreement with the Fresno Area Hispanic Foundation for performing outreach and managing the Business Assistance Program. The Motion was seconded by Mayor Pro Tem Flores and approved by the following votes: 5 Ayes**

16. CITY ATTORNEY’S REPORT – None

17. COUNCILMEMBER COMMUNICATIONS/ANNOUNCEMENTS/AGENDA ITEMS -
18. CLOSED SESSION –None
19. ADJOURN MEETING – **Meeting Adjourned at 7:00 P.M.**

**Motion: Mayor Pro Tem Flores moved to adjourn the meeting at 7:00 P.M. The motion was seconded by Councilmember Lua and approved by the following votes 5 Ayes**

Invoice No	Description	Invoice Date	Actual Period	Tm	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal						
Check #: 052906 Check Date.: 01/21/22		Vendor I.D.: ALH01 (SPARKLETTTS)							
181010122-	DRINKING WATER FOR CITY HALL	01/10/22	01-22	A	100	39025	75.90	.00	75.90
		01/21/22	07-22						
181120121-	DRINKING WATER FOR CITY HALL	01/11/22	01-22	A	100	39025	42.00	.00	42.00
		01/21/22	07-22						
** Vendor's Subtotal ----->							117.90	.00	117.90
Check #: 052907 Check Date.: 01/21/22		Vendor I.D.: AMC00 (AM CONSTRUCTION SUPPLY INC)							
1547-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENT	01/10/22	01-22	A	100	39025	323.91	.00	323.91
		01/21/22	07-22						
Check #: 052908 Check Date.: 01/21/22		Vendor I.D.: AT&T1 (AT&T )							
C20111-	TELEPHONE SERVICES FOR 559.693.2509	01/11/22	01-22	A	100	39025	49.40	.00	49.40
		01/21/22	07-22						
Check #: 052909 Check Date.: 01/21/22		Vendor I.D.: AT&T2 (AT&T )							
C20111-	TELEPHONE SERVICES FOR 559.693.4311	01/11/22	01-22	A	100	39025	80.96	.00	80.96
		01/21/22	07-22						
Check #: 052910 Check Date.: 01/21/22		Vendor I.D.: AT&T6 (AT&T )							
C20111-	TELEPHONE SERVICES FOR 559.846.8083	01/11/22	01-22	A	100	39025	11.26	.00	11.26
		01/21/22	07-22						
Check #: 052911 Check Date.: 01/21/22		Vendor I.D.: BAD00 (BADGER METER INC.)							
80088262-	BEACON SERVICES FOR DECEMBER 2021 FOR WATER METERS	01/10/22	01-22	A	100	39025	675.51	.00	675.51
		01/21/22	07-22						
Check #: 052912 Check Date.: 01/21/22		Vendor I.D.: BLE00 (BLESSSED APPLIANCE AIR CONDITIONING & HEA)							
008590-	REPAIR FRIDGE COMPRESSOR AT VFW HALL	01/11/22	01-22	A	100	39025	825.00	.00	825.00
		01/21/22	07-22						
Check #: 052913 Check Date.: 01/21/22		Vendor I.D.: BSK01 (BSK ASSOCIATES ENGINEERS)							
AF0119-	CERTIFICATION, MATERIALS AND DISPOSAL INF. FEE	01/20/22	01-22	A	100	39025	486.00	.00	486.00
		01/21/22	07-22						
AE27133-	CERTIFICATION MATERIAL AND DISPOSAL INFLATION FEE	01/20/22	01-22	A	100	39025	199.50	.00	199.50
		01/21/22	07-22						
AE28248-	CERTIFICATION MATERIAL AND DISPOSAL INFLATION FEE	01/20/22	01-22	A	100	39025	71.00	.00	71.00
		01/21/22	07-22						
AF00434-	CERTIFICATION, MATERIALS, AND DISPOSAL INFLATION FEE	01/20/22	01-22	A	100	39025	199.50	.00	199.50
		01/21/22	07-22						
AF01119-	CERTIFICATION MATERIAL AND DISPOSAL FEE	01/20/22	01-22	A	100	39025	486.00	.00	486.00
		01/21/22	07-22						
** Vendor's Subtotal ----->							1442.00	.00	1442.00
Check #: 052914 Check Date.: 01/21/22		Vendor I.D.: CAL10 (CALIFORNIA WATER SERVICES)							
0047669IN-	CALIFORNIA WATER SERVICES	01/20/22	01-22	A	100	39025	9149.99	.00	9149.99
		01/21/22	07-22						
Check #: 052915 Check Date.: 01/21/22		Vendor I.D.: CAM00 (CAMCO )							
000107336-	PUBLIC WORKS SUPPLIES/SPRAY WAND	01/20/22	01-22	A	100	39025	19.92	.00	19.92
		01/21/22	07-22						

Invoice No	Description	Invoice Date	Actual Period	Tr	Discount		Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal		G/L	Account No			
Check #: 052916 Check Date.: 01/21/22		Vendor I.D.: CLE01 (CLEAN STREET INC.)							
101921CS-	MONTHLY CONTRACT SERVICES FOR SWEEPER	01/11/22 01/21/22	01-22 07-22	A	100	39025	895.00	.00	895.00
Check #: 052917 Check Date.: 01/21/22		Vendor I.D.: COA00 (COASTAL MEDICAL SERVICES)							
24487-	DRUG SCREEN TEST FOR LUIS ULLOA & AURELIO RAMIREZ	01/11/22 01/21/22	01-22 07-22	A	100	39025	110.00	.00	110.00
Check #: 052918 Check Date.: 01/21/22		Vendor I.D.: COR01 (CORBIN WILLITS SYSTEMS)							
10C112151-	ENHANCEMENT AND SERVICES FEES	01/11/22 01/21/22	01-22 07-22	A	100	39025	393.88	.00	393.88
Check #: 052919 Check Date.: 01/21/22		Vendor I.D.: DEPA5 (DEPARTMENT OF JUSTICE ACCOUNTING OFFICE)							
551938-	PRE-EMPLOYMENT INVESTIGATION	01/20/22 01/21/22	01-22 07-22	A	100	39025	32.00	.00	32.00
Check #: 052920 Check Date.: 01/21/22		Vendor I.D.: DGC00 (DG CALIFORNIA SOLAR, LLC)							
686163-	ENERGY INVOICE AND PAYMENT REMITTANCE	01/20/22 01/21/22	01-22 07-22	A	100	39025	3937.99	.00	3937.99
Check #: 052921 Check Date.: 01/21/22		Vendor I.D.: FREE1 (FREEDOM AUTOMOTIVE)							
1609-	PUBLIC WORKS VEH ANNUAL SMOG CHECK	01/20/22 01/21/22	01-22 07-22	A	100	39025	417.82	.00	417.82
11435-	INVOICE FOR SMOG ON PUBLIC WORKS DEPT. VEHICLE	01/10/22 01/21/22	01-22 07-22	A	100	39025	30.00	.00	30.00
11436-	INVOICE FOR SMOG ON PUBLIC WORKS DEPT. VEHICLE	01/10/22 01/21/22	01-22 07-22	A	100	39025	50.00	.00	50.00
11443-	INVOICE FOR SMOG ON PUBLIC WORKS DEPT. VEHICLE	01/10/22 01/21/22	01-22 07-22	A	100	39025	50.00	.00	50.00
11444-	INVOICE FOR SMOG ON PUBLIC WORKS DEPT. VEHICLE	01/10/22 01/21/22	01-22 07-22	A	100	39025	50.00	.00	50.00
11481-	INVOICE SMOG FOR PUBLIC WORKS DEPT. VEHICLE	01/10/22 01/21/22	01-22 07-22	A	100	39025	50.00	.00	50.00
11490-	INVOICE SMOG FOR PUBLIC WORKS DEPT. VEHICLE	01/10/22 01/21/22	01-22 07-22	A	100	39025	350.00	.00	350.00
11609-	INVOICE SMOG FOR PUBLIC WORKS DEPT. VEHICLE	01/10/22 01/21/22	01-22 07-22	A	100	39025	417.82	.00	417.82
11671-	INVOICE FOR SMOG ON PUBLIC WORKS DEPT. VEHICLE	01/10/22 01/21/22	01-22 07-22	A	100	39025	50.00	.00	50.00
** Vendor's Subtotal ----->							1465.64	.00	1465.64
Check #: 052922 Check Date.: 01/21/22		Vendor I.D.: FRO01 (FRONTIER)							
C20111-	TELEPHONE SERVICES FOR 559.693.3093 & 559.846.8083	01/11/22 01/21/22	01-22 07-22	A	100	39025	181.63	.00	181.63
Check #: 052923 Check Date.: 01/21/22		Vendor I.D.: FRO03 (FRONTIER)							
C20111-	TELEPHONE SERVICES FOR 559.693.2407	01/11/22 01/21/22	01-22 07-22	A	100	39025	61.59	.00	61.59
Check #: 052924 Check Date.: 01/21/22		Vendor I.D.: FRO04 (FRONTIER)							
C20111-	TELEPHONE SERVICES FOR 559.693.2509	01/11/22 01/21/22	01-22 07-22	A	100	39025	59.63	.00	59.63
Check #: 052925 Check Date.: 01/21/22		Vendor I.D.: FRO05 (FRONTIER)							
C20111-	TELEPHONE SERVICES FOR 559.693.0082	01/11/22 01/21/22	01-22 07-22	A	100	39025	349.45	.00	349.45

Invoice No	Description	Invoice Date	Actual Period	Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
Check #.: 052926 Check Date.: 01/21/22		Vendor I.D.: HARR1 (HARRALSON MACHINE WORKS)						
51044-	PUBLIC WORKS MATERIAL/EQUIPMENT	01/20/22	01-22	A	100 39025	179.26	.00	179.26
		01/21/22	07-22					
51211-	MISC. SUPPLIES	01/20/22	01-22	A	100 39025	84.45	.00	84.45
		01/21/22	07-22					
780082851-	PUBLIC WORKS MATERIALS/EQUIPMENT	01/20/22	01-22	A	100 39025	5.53	.00	5.53
		01/21/22	07-22					
780083482-	PUBLIC WORKS MISC. EHICLE SUPPLIES	01/20/22	01-22	A	100 39025	35.55	.00	35.55
		01/21/22	07-22					
780083544-	PUBLIC WORKS MISC. VEHICLE SUPPLIES	01/20/22	01-22	A	100 39025	3.08	.00	3.08
		01/21/22	07-22					
780083687-	SUPPLIES FOR PUBLIC WORKS	01/20/22	01-22	A	100 39025	9.17	.00	9.17
		01/21/22	07-22					
780083732-	PUBLIC WORKS MISC. VEHICLE SUPPLIES	01/20/22	01-22	A	100 39025	24.73	.00	24.73
		01/21/22	07-22					
780083892-	PUBLIC WORKS DEPARTMENT MISC. VEHICLE SUPPLIES	01/20/22	01-22	A	100 39025	45.11	.00	45.11
		01/21/22	07-22					
780084007-	PUBLIC WORKS MISC. VEHICLE SUPPLIES	01/20/22	01-22	A	100 39025	37.78	.00	37.78
		01/21/22	07-22					
780084078-	PUBLIC WORKS MISC. VEHICLE SUPPLIES	01/20/22	01-22	A	100 39025	25.90	.00	25.90
		01/21/22	07-22					
** Vendor's Subtotal ----->						450.56	.00	450.56
Check #.: 052927 Check Date.: 01/21/22		Vendor I.D.: HIN01 (HINDERLIER, DELLAMAS & ASSOCIATES)						
31N013603-	AUDIT SERVICES	01/20/22	01-22	A	100 39025	754.62	.00	754.62
		01/21/22	07-22					
Check #.: 052928 Check Date.: 01/21/22		Vendor I.D.: HOM01 (HOME DEPOT CREDIT SERVICES)						
8134835-	PUBLIC WORKS SUPPLIES	01/20/22	01-22	A	100 39025	153.27	.00	153.27
		01/21/22	07-22					
Check #.: 052929 Check Date.: 01/21/22		Vendor I.D.: IMA00 (IMAGE 2000)						
490478-	INVOICE FOR DECEMBER 2021 FOR COST PER COPY	01/11/22	01-22	A	100 39025	118.27	.00	118.27
		01/21/22	07-22					
Check #.: 052930 Check Date.: 01/21/22		Vendor I.D.: IND02 (INDUSTRIAL SAFETY LLC)						
00101182-	PUBLIC WORKS SAFETY SUPPLIES	01/20/22	01-22	A	100 39025	100.42	.00	100.42
		01/21/22	07-22					
Check #.: 052931 Check Date.: 01/21/22		Vendor I.D.: J.C00 (J. COLIN COMPUTING SYSTEMS, INC.)						
36256-	PROFESSIONAL SUPPORT SERVICES FOR CITY HALL	01/11/22	01-22	A	100 39025	533.30	.00	533.30
		01/21/22	07-22					
Check #.: 052932 Check Date.: 01/21/22		Vendor I.D.: KAS00 (KASPARIAN ENTERPRISES, INC.)						
A0373149-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	01/10/22	01-22	A	100 39025	1779.00	.00	1779.00
		01/21/22	07-22					
A03731491-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	01/10/22	01-22	A	100 39025	1318.70	.00	1318.70
		01/21/22	07-22					
** Vendor's Subtotal ----->						3097.70	.00	3097.70
Check #.: 052933 Check Date.: 01/21/22		Vendor I.D.: KER34 (KERWEST INC.)						
22491-	ADVERT FOR ADOPTED ORDINANCE 2021-03 & 2021-04	01/10/22	01-22	A	100 39025	380.00	.00	380.00
		01/21/22	07-22					
Check #.: 052934 Check Date.: 01/21/22		Vendor I.D.: KIN04 (KINGS WATER ALLIANCE)						
49-	MEMBERSHIP AND ADMIN FEES FOR FY 2021 & FY 2022	01/11/22	01-22	A	100 39025	5281.04	.00	5281.04
		01/21/22	07-22					



Invoice No	Description	Invoice Date		Actual Period		G/L Account	Discount No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm							
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Check #.: 052935 Check Date.: 01/21/22		Vendor I.D.: LEO01 (LEOS TIRE SERVICE & WHEEL)								
3170-	PUBLIC WORKS VEH TIRE BALANCE	01/20/22	01-22	A 100	39025			221.15	.00	221.15
		01/21/22	07-22							
3204-	PUBLIC WORKS TIRE REPAIR	01/20/22	01-22	A 100	39025			40.00	.00	40.00
		01/21/22	07-22							
3208-	PUBLIC WORKS VEH. TIRES	01/20/22	01-22	A 100	39025			700.06	.00	700.06
		01/21/22	07-22							
** Vendor's Subtotal ----->								961.21	.00	961.21
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Check #.: 052936 Check Date.: 01/21/22		Vendor I.D.: MARK3 (MARIA'S MEXICAN RESTAURANT)								
C20120-	CHRISTMAS EMPLOYEE APPRECIATION LUNCH	01/20/22	01-22	A 100	39025			248.70	.00	248.70
		01/21/22	07-22							
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Check #.: 052937 Check Date.: 01/21/22		Vendor I.D.: MET00 (METROPOLITAN TRANSPORTATION COMMISSION)								
6AR12335-	STREETSAVERS ANNUAL SUBSCRIPTION	01/10/22	01-22	A 100	39025			750.00	.00	750.00
		01/21/22	07-22							
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Check #.: 052938 Check Date.: 01/21/22		Vendor I.D.: MIT00 (MITEL )								
38323429-	MITEL SERVICES	01/20/22	01-22	A 100	39025			253.78	.00	253.78
		01/21/22	07-22							
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Check #.: 052939 Check Date.: 01/21/22		Vendor I.D.: MON01 (MONTROY LAW CORPORATION)								
NOV-2021-	PROFESSIONAL LEGAL SERVICES FOR NOVEMBER 2021	01/11/22	01-22	A 100	39025			1076.50	.00	1076.50
		01/21/22	07-22							
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Check #.: 052940 Check Date.: 01/21/22		Vendor I.D.: MOU00 (MOUNTAIN VALLEY PEST CONTROL)								
011994803-	MONTHLY PEST CONTROL	01/20/22	01-22	A 100	39025			275.00	.00	275.00
		01/21/22	07-22							
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Check #.: 052941 Check Date.: 01/21/22		Vendor I.D.: NAT03 (NATIONAL UNION FIRE INSURANCE OF)								
JAN-2022-	LIFE INSURANCE	01/11/22	01-22	A 100	39025			95.40	.00	95.40
		01/21/22	07-22							
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Check #.: 052942 Check Date.: 01/21/22		Vendor I.D.: OFF01 (OFFICE DEPOT, INC.)								
77483001-	OFFICE SUPPLIES	01/20/22	01-22	A 100	39025			1340.96	.00	1340.96
		01/21/22	07-22							
030816002-	OFFICE SUPPLIES CH	01/20/22	01-22	A 100	39025			215.94	.00	215.94
		01/21/22	07-22							
** Vendor's Subtotal ----->								1556.90	.00	1556.90
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Check #.: 052943 Check Date.: 01/21/22		Vendor I.D.: ORE00 (O'REILLY AUTOMOTIVE, INC.)								
021280497-	PUBLIC WORKS EQUIPMENT/MATERIALS	01/20/22	01-22	A 100	39025			64.72	.00	64.72
		01/21/22	07-22							
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Check #.: 052944 Check Date.: 01/21/22		Vendor I.D.: PGE00 (PGE )								
C20111-	UTILITIES SERVICES FOR 22599 MANNING AVENUE	01/11/22	01-22	A 100	39025			24.64	.00	24.64
		01/21/22	07-22							
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Check #.: 052945 Check Date.: 01/21/22		Vendor I.D.: PGE01 (PACIFIC GAS AND ELECTRIC)								
C20120-	UTILITIES SERVICES FOR CITY FACILITIES	01/20/22	01-22	A 100	39025			4198.97	.00	4198.97
		01/21/22	07-22							

Invoice No	Description	Invoice Date		Actual Period		Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount	
		Due Date	Fiscal								
Check #: 052946 Check Date.: 01/21/22 Vendor I.D.: PGE02 (PACIFIC GAS & ELECTRIC CO)											
C20111-	UTILITIES SERVICES FOR 24000 COLORADO AVENUE	01/11/22	01-22	A	100	39025		9.86	.00	9.86	
		01/21/22	07-22								
Check #: 052947 Check Date.: 01/21/22 Vendor I.D.: PGE04 (PGE )											
C20111-	UTILITIES SERVICES FOR 22394 W MANNING AVENUE	01/11/22	01-22	A	100	39025		1062.17	.00	1062.17	
		01/21/22	07-22								
Check #: 052948 Check Date.: 01/21/22 Vendor I.D.: PGE05 (PGE )											
C20111-	UTILITIES SERVICES FOR 8599 EIGHTH STREET	01/11/22	01-22	A	100	39025		147.91	.00	147.91	
		01/21/22	07-22								
Check #: 052949 Check Date.: 01/21/22 Vendor I.D.: PGE07 (PGE )											
C20111-	UTILITIES SERVICES FOR 8751 MAIN STREET	01/11/22	01-22	A	100	39025		313.58	.00	313.58	
		01/21/22	07-22								
Check #: 052950 Check Date.: 01/21/22 Vendor I.D.: PGE08 (PG&E )											
C20111-	UTILITIES SERVICES FOR 21956 RAILROAD AVENUE	01/11/22	01-22	A	100	39025		9.86	.00	9.86	
		01/21/22	07-22								
Check #: 052951 Check Date.: 01/21/22 Vendor I.D.: PGE09 (PGE )											
C20111-	UTILITIES SERVICES FOR 22001 W MANNING AVENUE	01/11/22	01-22	A	100	39025		691.35	.00	691.35	
		01/21/22	07-22								
Check #: 052952 Check Date.: 01/21/22 Vendor I.D.: PIT01 (PITNEY BOWES)											
05215575-	LEASE FOR RELAY 1000 INSERTING SYSTEM	01/11/22	01-22	A	100	39025		416.93	.00	416.93	
		01/21/22	07-22								
Check #: 052953 Check Date.: 01/21/22 Vendor I.D.: PITN2 (PITNEY BOWES)											
01960668-	Supplies Other	01/20/22	01-22	A	100	39025		170.32	.00	170.32	
		01/21/22	07-22								
Check #: 052954 Check Date.: 01/21/22 Vendor I.D.: RDO00 (RDO EQUIPMENT CO.)											
W1315675-	REPAIR VACTOR UNIT FOR PUBLIC WORKS DEPARTMENT	01/10/22	01-22	A	100	39025		7140.80	.00	7140.80	
		01/21/22	07-22								
Check #: 052955 Check Date.: 01/21/22 Vendor I.D.: RIN00 (RINCON CONSULTANTS, INC.)											
35424-	CONTRACT PLANNING SERVICES	01/11/22	01-22	A	100	39025		312.00	.00	312.00	
		01/21/22	07-22								
35458-	CONTRACT PLANNING SERVICES FOR NOVEMBER 2021	01/11/22	01-22	A	100	39025		1404.00	.00	1404.00	
		01/21/22	07-22								
								** Vendor's Subtotal ----->	1716.00	.00	1716.00
Check #: 052956 Check Date.: 01/21/22 Vendor I.D.: ROS00 (ROSENOW SPEVACEK GROUP, INC.)											
I008126-	RSG1485-SUCCESSOR AGENCY SERVICES	01/20/22	01-22	A	100	39025		176.25	.00	176.25	
		01/21/22	07-22								
Check #: 052957 Check Date.: 01/21/22 Vendor I.D.: SAL03 (SALEM ENGINEERING GROUP, INC.)											
44571-	SERVICES GRANT 5245(018)SIDEWALKS	01/20/22	01-22	A	100	39025		525.00	.00	525.00	
		01/21/22	07-22								

Invoice No	Description	Invoice Date		Actual Period		Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal							
Check #: 052958 Check Date.: 01/21/22		Vendor I.D.: SEB03 (SEBASTIAN)								
10689396-	SECURITY ALARM FOR CITY HALL	01/11/22	01-22	A	100	39025	49.95	.00	49.95	
Check #: 052959 Check Date.: 01/21/22		Vendor I.D.: SEB05 (SEBASTIAN)								
10692301-	HIGH SPEED INTERNET FOR CITY HALL	01/11/22	01-22	A	100	39025	79.95	.00	79.95	
Check #: 052960 Check Date.: 01/21/22		Vendor I.D.: SEB06 (SEBASTIAN)								
10692061-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ PW DEPT	01/11/22	01-22	A	100	39025	129.90	.00	129.90	
Check #: 052961 Check Date.: 01/21/22		Vendor I.D.: SEB07 (SEBASTIAN)								
10689120-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ VFW HALL	01/11/22	01-22	A	100	39025	79.95	.00	79.95	
Check #: 052962 Check Date.: 01/21/22		Vendor I.D.: SEB08 (SEBASTIAN)								
10688689-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ CC	01/11/22	01-22	A	100	39025	79.95	.00	79.95	
Check #: 052963 Check Date.: 01/21/22		Vendor I.D.: SEB09 (SEBASTIAN)								
10692100-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ SC	01/11/22	01-22	A	100	39025	109.80	.00	109.80	
Check #: 052964 Check Date.: 01/21/22		Vendor I.D.: SPA00 (SPARKLETTS)								
179122421-	DRINKING WATER FOR PUBLIC WORKS DEPARTMENTS	01/11/22	01-22	A	100	39025	60.85	.00	60.85	
Check #: 052965 Check Date.: 01/21/22		Vendor I.D.: STA04 (STANDARD INSURANCE COMPANY)								
JAN-2022-	LIFE INSURANCE	01/11/22	01-22	A	100	39025	264.34	.00	264.34	
Check #: 052966 Check Date.: 01/21/22		Vendor I.D.: STAT9 (SWRCB ACCOUNTING OFFICE)								
SM1033631-	WATER SYSTEM ANNUAL FEES INV. FOR 7/01/21-6/30/22	01/11/22	01-22	A	100	39025	2001.40	.00	2001.40	
MD0193143-	STATE WATER RESOURCES CONTROL BOARD	01/20/22	01-22	A	100	39025	3326.00	.00	3326.00	
							** Vendor's Subtotal ----->	5327.40	.00	5327.40
Check #: 052967 Check Date.: 01/21/22		Vendor I.D.: SUP02 (SUPERIOR POOL PRODUCTS, LLC)								
Q2017289-	PUBLIC WORKS EQUIPMENT/MATERIALS	01/20/22	01-22	A	100	39025	1598.71	.00	1598.71	
Q2017509-	PURCHASE SUPPLIES FOR WATER DEPARTMENT	01/11/22	01-22	A	100	39025	394.99	.00	394.99	
							** Vendor's Subtotal ----->	1993.70	.00	1993.70
Check #: 052968 Check Date.: 01/21/22		Vendor I.D.: THE05 (THE COUNTY OF FRESNO)								
NOV-2021-	SURCHARGES FOR NOVEMBER 2021	01/11/22	01-22	A	100	39025	60.00	.00	60.00	

Invoice No	Description	Invoice Date		Actual Period		Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal	Tm						
-----										
Check #.: 052969 Check Date.: 01/21/22		Vendor I.D.: TSA01 {TSA CONSULTING GROUP}								
12/21-	PAYROLL PERIOD 12/17/21 DED FOR RETIREMENT	01/20/22	01-22	A	100 39025			250.00	.00	250.00
		01/21/22	07-22							
C20120-	PAYROLL PERIOD 1/14/22 DEDUCTIONS FOR RETIREMENT	01/20/22	01-22	A	100 39025			250.00	.00	250.00
		01/21/22	07-22							
** Vendor's Subtotal ----->								500.00	.00	500.00
-----										
Check #.: 052970 Check Date.: 01/21/22		Vendor I.D.: TUR02 {TURBO DATA SYSTEMS, INC}								
36411-	PROFESSIONAL SERVICES FOR CITATIONS	01/11/22	01-22	A	100 39025			264.43	.00	264.43
		01/21/22	07-22							
-----										
Check #.: 052971 Check Date.: 01/21/22		Vendor I.D.: UNI08 {UNIFIRST CORPORATION}								
'20392118-	PUBLIC WORKS WEEKLY UNIFORMS	01/20/22	01-22	A	100 39025			156.13	.00	156.13
		01/21/22	07-22							
'20393248-	PUBLIC WORKS WEEKLY UNIFORMS	01/20/22	01-22	A	100 39025			96.51	.00	96.51
		01/21/22	07-22							
'20394376-	PUBLIC WORKS WEEKLY UNIFORMS	01/20/22	01-22	A	100 39025			99.39	.00	99.39
		01/21/22	07-22							
'20395513-	PUBLIC WORKS WEEKLY UNIFORMS	01/20/22	01-22	A	100 39025			104.12	.00	104.12
		01/21/22	07-22							
** Vendor's Subtotal ----->								456.15	.00	456.15
-----										
Check #.: 052972 Check Date.: 01/21/22		Vendor I.D.: VAL00 {VALLEY FARM SUPPLY STORES INC.}								
'2K144514-	PUBLIC WORKS EQUIP/PARK	01/20/22	01-22	A	100 39025			1.70	.00	1.70
		01/21/22	07-22							
-----										
Check #.: 052973 Check Date.: 01/21/22		Vendor I.D.: VER03 {VERIZON WIRELESS}								
'95732898-	WIRELESS CELLPHONES FOR STAFF & COUNCIL MEMBERS	01/11/22	01-22	A	100 39025			678.45	.00	678.45
		01/21/22	07-22							
-----										
Check #.: 052974 Check Date.: 01/21/22		Vendor I.D.: WEST1 {WEST HILLS OIL}								
247723-	Gas,Oil,& Lube	01/20/22	01-22	A	100 39025			1450.82	.00	1450.82
		01/21/22	07-22							
-----										
Check #.: 052975 Check Date.: 01/21/22		Vendor I.D.: ZEEM1 {ZEE MEDICAL SERVICE CO.}								
66224312-	PURCHASE MEDICAL SUPPLIES FOR FIRST AID BOXES	01/11/22	01-22	A	100 39025			159.51	.00	159.51
		01/21/22	07-22							
** Total Checks Paid ----->								64684.54	.00	64684.54
=====										

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
100 20000	9964.33	9964.33	GENERAL FUND	Accounts Payable	
100 40600 8040	176.25	10140.58	GENERAL FUND	Contract Serv	Other
105 20000	673.43	10814.01	REFUSE-COMMERCI	Accounts Payable	
119 20000	55.24	10869.25	COVID-19	Accounts Payable	
201 20000	3568.09	14437.34	MEAS C/STREET	Accounts Payable	
202 20000	820.85	15258.19	MEAS C/FLEX	Accounts Payable	
205 20000	3159.60	18417.79	GAS TAX	Accounts Payable	
206 20000	150.00	18567.79	GAS TAX 2032	Accounts Payable	
210 20000	867.27	19435.06	LTF STRTS/ROADS	Accounts Payable	
280 20000	326.93	19761.99	LANDSCAPE MAINT	Accounts Payable	
500 20000	29738.05	49500.04	WATER	Accounts Payable	
500 40600 0000	199.50	49699.54	WATER	Contract Serv	Non-Department
510 20000	13600.26	63299.80	SEWER	Accounts Payable	
872 20000	525.00	63824.80	CML5245 CONSTRU	Accounts Payable	
998 20000	859.74	64684.54	P/R Clearing	Accounts Payable	
999 10110	-64684.54	.00	CASH CLEARING	Cash-Checking/United	

Ctrl	G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
210	100 20000	247.75	247.75	GENERAL FUND	Accounts Payable	
215	100 20000	1642.15	1889.90	GENERAL FUND	Accounts Payable	

**RESOLUTION NO. 2022-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361**

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19) that remains in effect; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

**WHEREAS**, the City Council of the City of San Joaquin adopted a proclamation of a local emergency related to the COVID-19 virus on March 18, 2020; and

**WHEREAS**, the City of San Joaquin ("City") is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and Boards, Commissions, and Standing Committees (hereafter collectively referred to as "legislative bodies"; and

**WHEREAS**, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act, Government Code Sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

**WHEREAS**, Government Section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;

4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and

5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

**WHEREAS**, the Brown Act, as amended by AB 361 (2021), at Government Code Section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code Section 54953(b)(3), subject to certain conditions; and

**WHEREAS**, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code Section 8558; and

**WHEREAS**, the Governor's Proclamation of a State of Emergency includes area within the jurisdictional boundaries of the City; and

**WHEREAS**, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's Boards, Commissions, and Standing Committees to meet safely in person; and

2. The State of California and the County of Fresno continue to recommend measures to promote social distancing.

**WHEREAS**, Government Code Section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

**WHEREAS**, such conditions now exist in the City in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths and meeting in person would present imminent risk to health or safety of attendees; and

**WHEREAS**, the City Council affirms that it will allow for observation and participation by Council Members as well as Board, Commission, and Standing Committee Members and the public via Zoom in an effort to protect the constitutional and statutory rights of all attendees; and

**WHEREAS**, on October 5, 2021, the City Council adopted Resolution No. 38 Authorizing Remote Teleconference Meetings by the City Council and all Boards, Commissions, and Standing Committees of the City in Accordance With Assembly Bill 361

**WHEREAS**, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency; and

**WHEREAS**, the Council wishes to affirm the need and findings necessary for continuing the teleconferencing as authorized by AB 361.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN HEREBY RESOLVES AS FOLLOWS:**

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

Section 2. The City Council finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's and City's Proclamations of Emergency and are ongoing.

Section 3. The City Council further finds that state and county official recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency in the City of San Joaquin as proclaimed by the Governor and the City Council and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the City Council and the members of the City's Boards, Commissions, and standing committees to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The City Council hereby authorizes the City Council and all of the Boards, Commissions, and Standing Committees of City to conduct their meetings without compliance with Government Code Section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code Section 54953(e) *et seq.*

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code Section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all City Council meetings, and all Boards, Commissions, and standing committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective for thirty days or until such time as the City Council adopts a Subsequent Resolution in



accordance with Government Code Section 54953(e) (3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code Section 54953(b) (3), but otherwise as permitted by Government Code Section 54953(e) *et seq.*

\* \* \* \* \*

The foregoing Resolution was considered by the City Council of the City of San Joaquin at a regular meeting of said Council held on the 1<sup>st</sup> day of February 2022 and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Julia Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Lupe Estrada, City Clerk

## **STAFF REPORT TO CITY COUNCIL**

**TO:** Mayor Julia Hernandez and City Council Members

**FROM:** Elizabeth Nunez, City Manager

**DATE:** February 1, 2022

**SUBJECT:** Purchase Offers for an Easement and Assignment of Lease Concerning a Wireless Communications Facility at 21956 Railroad Avenue (Public Works Department Yard) to Generate Revenue to Pay Outstanding Loan

### **Recommendation**

Staff recommends that the City Council provide direction to staff to decline all the offers from investment firms and to remove this matter from further consideration.

### **Executive Summary**

The City owns a lease for ground space at its Public Works Department Yard located on City-owned property at 21956 Railroad Avenue. That lease allows a wireless company to operate a wireless communications facility at the site. The current lessee is SBA 2012 TC Assets, LLC (“SBA”).

On May 24, 2017, the City Council directed the City Manager to solicit offers from cell tower lease investment firms to purchase an easement at the Property and the City’s interest in the Lease as a possible means of generating the revenue necessary to assist the City in timely repayment of the Union Bank loan.

The City has received multiple offers from cell tower lease investment firms to purchase an easement and assignment of the City’s interest in the lease. The potential income from such purchase offers have been considered as one means to repay the City’s outstanding loan with US Bank (Bond formerly held by Union Bank).

The annual rent revenue stream from the long-term lease is continuing and in the long-run would be more beneficial to City. Additionally, since receiving these easement/lease buyout offers, the City’s financial position has materially improved and the City now has sufficient other revenue streams to continue to make timely payments on the loan; therefore, the City no longer requires the immediate cash that would be generated by a lump sum payment for an easement and assignment of the City’s interest in the lease.

### **Background**

The City and SBA, as successor-in-interest to TowerCo Assets LLC and Nextel of California, Inc., are parties to that certain Communications Site Lease Agreement (Ground) dated March 6, 2003, as amended by that certain First Amendment to Communications Site Lease Agreement (Ground) dated December 19, 2012 (collectively, the “Lease”), whereby the City leases to SBA a {00070089;%1}

certain portion of the City-owned property at 21956 Railroad Avenue (“Property”) for a wireless communications facility and tower. The Property’s primary use is as the City’s Public Works Department Yard.

SBA currently has one wireless carrier subtenant at the facility – Sprint – which recently merged with T-Mobile. As there are no T-Mobile towers near or in the City, staff believes that T-Mobile will continue to utilize the Property for its cellular service offerings.

The rent rate due to the City under the Lease is currently \$14,886.96 per year paid in monthly installments. The rent rate escalates three percent annually. The Lease will expire with no remaining extension terms in April 2033.

On May 24, 2017, the City Council directed the City Manager to solicit offers from cell tower lease investment firms to purchase an easement at the Property and the City’s interest in the Lease as a possible means of generating the revenue necessary to assist the City in timely repayment of the loan. At that time, the principal amount outstanding on the loan was approximately \$335k. As of the date of this report, the remaining balance on the loan is \$135k plus approximately \$18,800 owed in interest.

The City received offers to purchase an easement at the Property and the City’s interest in the Lease from four different investment firms: (1) SBA, (2) Landmark Dividend, (3) APWireless, and (4) TowerPoint. The investment firms each made multiple lump sum purchase offers of varying durations. A summary of the offers received by the City is below in Table 1:

Investment Firm	Easement and Assignment Duration and Lump Sum Purchase Offers				
	Perpetual	30-year	25-year	20-year	15-year
SBA	\$250,000.00	-	-	-	-
Landmark Dividend	\$250,000.00	-	-	\$156,804.62	\$127,575.80
APWireless	\$250,000.00	\$190,012.00	-	\$154,952.00	-
TowerPoint*	-	\$220,000.00	\$200,000.00	\$170,000.00	-

\* TowerPoint’s offers also included: (i) an expanded easement area option for an additional 500 square feet of ground space adjacent to the current leased premises when needed and with the City’s prior consent; and (ii) a 60/40 revenue share in the City’s favor for the expanded easement area.

The lump sum purchase offers would provide an immediate cash infusion for the City in exchange for granting an easement for the leased premises at the Property and assigning away the City’s interest in the Lease, including the rent revenues, either for a fixed-year term or in perpetuity.

As of the date of this report, the City does not require the immediate income from the purchase offers. Moreover, the City is very likely to receive greater revenues as landlord under the Lease over a long-term basis. For example, the 15-year term purchase offer of \$127,575.80 averages to \$8,505.05 per year.

The City's current annual rent from the Lease is approximately \$14,886.96. With the current three percent annual rent escalator in the Lease, the City could receive revenues of as much as \$276,881.76 over the same 15-year term if the Lease was extended for that duration on those same terms. These possible amounts that the City could receive from the rent revenue stream under the Lease greatly exceed the lump sum purchase offers for the various durations.

Since receiving these easement/lease buyout offers from the investment firms, the City's financial position has materially improved and the City now has sufficient other revenue streams to continue to make timely payments on the loan; therefore, the City no longer requires the immediate cash that would be generated by a lump sum payment for an easement and assignment of the City's interest in the Lease.

Staff believes that maintaining the City's existing ownership of the Lease and the rent revenue stream produced by the Lease is in the City's best financial interest at this time. Additionally, staff and our City advisors believe that cell towers will not be replaced by satellites or other options in the coming years. We expect this wireless communication facility and tower to still be in use after April 2033 and therefore continue to be a source of revenue for the City through a new or extended lease.

## **STAFF REPORT TO COUNCIL**

February 1, 2022

**TO:** Mayor and Council

**FROM:** Matt Flood, Assistant City Manager/Finance Officer

**SUBJECT:** Amendment to FY 21-22 Annual Budget to fund Participation in Multi-Jurisdictional Housing Element and Approval of a Cooperative Agreement

### **Executive Summary**

Staff is requesting Council approve the attached Cooperative Agreement (CA) to participate in the Multi-Jurisdiction Housing Element (MJHE) process with other interested participating cities, and amend the Annual Budget to put a deposit of \$10,000 requested by the Fresno Council of Governments (COG) to start working on it.

### **Background**

The state of California requires cities to have a plan for providing adequate housing opportunities within the community, which is usually accomplished by including a Housing Element as part of their General Plan.

The current cycle that the State Department of Housing and Community Development (CDHCD) has dictated requires the City of San Joaquin to complete a Housing Element by the end of 2023.

Most cities in Fresno County (and Fresno County itself, which is also required to do a General Plan and have a Housing Element) would like to do a joint study, which would reduce the cost of the project for each individual jurisdiction.

The way cost was divided for all jurisdictions was to label each city a “small” jurisdiction or “large” jurisdiction. They estimated \$116,000 for small jurisdictions to participate. City staff objected to having to pay the same amount as cities five times our size, and COG staff answered by promising to help look for grant funds to cover this cost.

The funds each jurisdiction pays would cover the consultant’s fees to put together the Housing Element, as well as any COG staff costs. City staff anticipates additional costs, such as City contract staff participating in any required studies, as well as the potential that the COG did not estimate the cost high enough, resulting in each jurisdiction having to pay more than initially believed.

Even though COG staff offered to procure grant funding to cover the cost, City staff recommends assuming the worst-case scenario of having to cover the entire cost with City funds, since the responsibility lies with the City to do its own Housing Element.

As part of the agreement to participate, a \$10,000 good faith deposit is requested to be due to COG by March 1, 2022 in order to participate.

Due to the fact that this \$10,000 expense is unexpected, it was not included in the Fiscal Year 21-22 Annual Budget approved by Council. Therefore, staff is asking that Council approve an amendment to the budget that would shift \$10,000 of \$30,000 funds from the General Fund-Recreation-Expenses (Line 100-42700-8410, which was going to be used to perform some electrical work in the Leo Cantu Community Center) to General Fund-Urban Development-Contract Services (100-40600-8510, which will be used to forward the deposit to COG for the Housing Element).

**Recommendation**

Staff recommends that Council approve the attached Cooperative Agreement with the Fresno Council of Governments and budget line-item amendment via Resolution No. 2022-03, authorizing participation in the Multi-Jurisdictional Housing Element.

**RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN APPROVING THE COOPERATIVE AGREEMENT WITH THE FRESNO COUNCIL OF GOVERNMENTS (COG) AND OTHER LOCAL ENTITIES RELATING TO FRESNO COUNTY SIXTH CYCLE MULTIJURISDICTIONAL HOUSING ELEMENT, AUTHORIZE EXECUTION BY CITY MANAGER, AND AUTHORIZE A BUDGET AMENDMENT TO PARTICIPATE IN THE MULTI-JURISDICTIONAL HOUSING ELEMENT**

**WHEREAS**, the state of California requires the City of San Joaquin to plan and prepare for adequate housing, historically accomplished by incorporating a Housing Element into the General Plan; and

**WHEREAS**, in the previous Housing Element cycle, the Fresno Council of Governments (COG) is directing a joint effort (the Multi-jurisdictional Housing Element, or MJHE) to ensure compliance with State directives as well as minimizing the cost for jurisdictions within Fresno County; and

**WHEREAS**, COG is requesting each jurisdiction enter into a Cooperative Agreement (CA) with COG and participating jurisdictions, including providing a good-faith deposit of \$10,000; and

**WHEREAS**, there was no budget allocation in the approved Fiscal Year 2021-2022 Annual Budget to cover such an expense, requiring line-item adjustments to the budget, pursuant to San Joaquin Municipal Code section 35.02, in order to accommodate participation in the MJHE.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN** as follows:

**Section 1.** The foregoing recitals are true and correct and are incorporated by reference.

**Section 2.** The Council recognizes the requirement of providing the appropriate processes and policies to fulfill the communities housing needs.

**Section 3.** The Council approves and directs the following:

- A. In the City's approved Annual Budget for Fiscal Year 2021-2022, \$10,000 allocated for expenses shall be transferred from line 100-42700-8410 to line 100-40600-8510, intended as a deposit for participation in the MJHE.
- B. Approves the Cooperative Agreement: Sixth Cycle Multijurisdictional Housing Element with Fresno COG and other local entities (attached herein as EXHIBIT subject to the

COG working to get grant funds to reduce cities' costs and subject to the amount being \$116,000 or less.

- C. Authorizes the City Manager or designee to execute said CA, committing to participate in the MJHE process.
- D. Authorizes the City Manager with concurrence of City Attorney to agree to minor modifications.

**Section 4.** This resolution shall be effective upon adoption.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of San Joaquin the 1<sup>st</sup> day of February 2022, and passed at said meeting the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Julia Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Lupe Estrada, City Clerk



# EXHIBIT

## COOPERATIVE AGREEMENT

### Fresno County Sixth Cycle Multijurisdictional Housing Element

This COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Execution Date”) by and between the FRESNO COUNCIL OF GOVERNMENTS, a Joint Powers Public Agency (“FCOG”) and fifteen of its sixteen local member agencies listed below (collectively “LOCAL AGENCIES”). FCOG and LOCAL AGENCIES are each a “Party” to this Agreement, and collectively are the “Parties” to this Agreement. The LOCAL AGENCIES consist of the following entities:

1. CITY OF COALINGA, a municipal corporation
2. CITY OF FIREBAUGH, a municipal corporation
3. CITY OF FOWLER, a municipal corporation
4. CITY OF FRESNO, a municipal corporation
5. CITY OF HURON, a municipal corporation
6. CITY OF KERMAN, a municipal corporation
7. CITY OF KINGSBURG, a municipal corporation
8. CITY OF MENDOTA, a municipal corporation
9. CITY OF ORANGE COVE, a municipal corporation
10. CITY OF PARLIER, a municipal corporation
11. CITY OF REEDLEY, a municipal corporation
12. CITY OF SANGER, a municipal corporation
13. CITY OF SAN JOAQUIN, a municipal corporation
14. CITY OF SELMA, a municipal corporation
15. COUNTY OF FRESNO, a political subdivision of the State of California

WHEREAS, Government Code, section 65588 requires local governments, consisting of cities and counties, to review and revise the housing elements to their comprehensive general plans in compliance with section 65580; and

WHEREAS, LOCAL AGENCIES in Fresno County have requested FCOG to hire a consultant to perform a coordinated update to the housing element of each LOCAL AGENCY (hereinafter referred to as PROJECT), at no cost to FCOG; and

WHEREAS, each of the LOCAL AGENCIES have agreed to reimburse FCOG for the cost of PROJECT in accordance with the cost sharing arrangement described in this AGREEMENT (“LOCAL SHARE”).

NOW, THEREFORE, it is mutually agreed as follows:

#### SECTION 1 - FCOG RESPONSIBILITIES

- A. FCOG shall convene a subcommittee of its Policy Board (the “Project Subcommittee”) to provide oversight responsibility and provide staff support for the PROJECT to the effect that the Parties to this AGREEMENT have the opportunity assist in the decision-making processes relating to the PROJECT.
- B. FCOG shall develop a request for proposal for consultant services to develop the PROJECT.
- C. FCOG shall involve the Project Subcommittee in the selection of the consultant or any other third-party consultant (collectively “Project Consultant”) required for the PROJECT.
- D. FCOG shall enter into and administrate the contract with the Project Consultant to implement PROJECT. The qualifications of the Project Consultant are to be determined by the Project Subcommittee and FCOG Policy Board.
- E. FCOG shall direct the Project Consultant selected to develop PROJECT to work individually with LOCAL AGENCIES and provide products and documents relative to their required Housing Element update.
- F. FCOG shall pay the Project Consultant selected to develop PROJECT and invoice LOCAL AGENCIES for each respective LOCAL SHARE cost including reasonable administrative cost incurred by FCOG in the implementation of PROJECT.

## SECTION 2. – LOCAL AGENCIES RESPONSIBILITIES

- A. LOCAL AGENCIES shall be responsible for their individual housing elements, work directly with the firm selected to develop PROJECT, review reports generated and directly address issues falling within their jurisdiction.
- B. LOCAL AGENCIES shall determine what, if any, scope revisions are appropriate for work specific to their housing element and agree to reimburse FCOG for any required extended scope.
- C. Upon satisfactory completion of PROJECT each Local Agency shall accept the final report appropriate to their area of jurisdiction.
- D. LOCAL AGENCIES shall reimburse FCOG for cost invoiced per SECTION 3. within thirty days of receiving an appropriate invoice.
- E. LOCAL AGENCIES, agree that time is of the essence and each agency shall provide timely responses to information request from Project Consultant and facilitate the development of PROJECT.

## SECTION 3. COST REIMBURSEMENT

- A. Upon execution of this agreement and receipt of an initial invoice from FCOG, each of the LOCAL AGENCIES shall pay FCOG a deposit of ten-thousand and 00/100 dollars (\$10,000.00), to be applied as a credit to the LOCAL SHARE of each of the LOCAL AGENCIES on the final invoice for PROJECT.
- B. LOCAL AGENCIES agree thereafter to contribute their respective LOCAL SHARE to reimburse FCOG for the cost of PROJECT per Section 2.D. LOCAL SHARE will be established by mutual agreement of the LOCAL AGENCIES at a

later date as follows: The Project Subcommittee will review consultant proposals and make a recommendation to the FCOG Board to hire Project Consultant and establish LOCAL SHARE, which will be the pro rata amount each LOCAL AGENCY commits to contribute to reimburse FCOG for a) the consultant's services and b) \$75,000 for FCOG staff time to administer PROJECT. In the event participating member agencies of the Project Selection committee fail to arrive at a mutually agreed cost sharing arrangement and recommendation to the FCOG board to approve Project Consultant and establish LOCAL SHARE, this agreement shall be null and void.

- C. FCOG shall pay the Project Consultant and will invoice LOCAL AGENCIES no more frequently than monthly. Reimbursement will be in accordance with LOCAL SHARE and supported by an invoice and source documentation. The Parties agree that source documentation may consist of an invoice from the Project Consultant.

#### SECTION 4. INDEMNITY

The Parties agree to indemnify, save, hold harmless and at request from any other Party to this AGREEMENT, defend said other Party, its officers, agents and employees from any and all cost and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance or failure to perform, by FCOG and LOCAL AGENCIES, its officers, agent, and employees, under the AGREEMENT. This section shall survive expiration or termination of this AGREEMENT.

#### SECTION 5. INSURANCE

Without limiting the right of any Party to obtain indemnification from any other Party, it is understood that each Party to this AGREEMENT shall each maintain, at their sole expense, insurance policies or self insurance programs including, but not limited to, an insurance pooling arrangement, and/or joint powers agreement to fund their respective liabilities throughout the term of this AGREEMENT. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and worker's compensation exposure. Evidence of Insurance, Certificates of Insurance or similar documentation shall not be required of any Party under this AGREEMENT.

#### SECTION 6. -- ASSIGNMENT

No Party shall assign, transfer or sub-contract this AGREEMENT nor their rights or duties under this AGREEMENT without the written consent of the other Parties to this AGREEMENT.

#### SECTION 7. -- SEVERABLE

The provisions of this AGREEMENT are severable. The invalidity or unenforceability of any one provision of this AGREEMENT shall not affect the other provisions.

#### SECTION 8 – TERM

This AGREEMENT shall become effective immediately upon the Execution Date and shall remain in full force and effect through December 31, 2023.

#### SECTION 9 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

#### SECTION 10 – INTEGRATED AGREEMENT

Each Party acknowledges that it has read and fully understands the content of this AGREEMENT. This AGREEMENT represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

#### SECTION 11 – MODIFICATION

This AGREEMENT may be modified only by written instrument executed by duly authorized representatives of all of the Parties to this AGREEMENT.

#### SECTION 12 – CAPACITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of his or her jurisdiction; and (ii) that this Agreement is binding upon such jurisdiction.

**(Signature pages follow.)**

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the Execution Date.

**COUNTY OF FRESNO**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF FOWLER**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF FRESNO**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF KERMAN**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF MENDOTA**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF PARLIER**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF SANGER**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF SELMA**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF COALINGA**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF FIREBAUGH**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF HURON**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF KINGSBURG**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF ORANGE COVE**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF REEDLEY**

By \_\_\_\_\_  
[NAME], [Title]

**CITY OF SAN JOAQUIN**

By \_\_\_\_\_  
[NAME], [Title]

**FCOG**

By \_\_\_\_\_  
[TONY BOREN, Executive Director]