

JOINT MEETING OF SAN JOAQUIN CITY COUNCIL
AND SAN JOAQUIN PLANNING COMMISSION MINUTES
TUESDAY DECEMBER 6, 2022

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE – ROLL CALL

Julia Hernandez	Absent arrived at 6:10 P.M.
Adam Flores	Present
Cristina Covarrubia	Present
Abel Lua	Present
Martha Mejia	Present

2. SUBJECT: City Council Annual Reorganization and Oaths of Office

RECOMMENDATION: That the City Council:

- 2.1 Conduct the Swearing in Ceremony and Oaths of office for Councilmembers Adam Flores and Dora Martha Mejia;

The Oath of Office was administered to Councilmembers, Adam Flores and Dora Martha Mejia by the City Clerk.

- 2.2 Approve a minute order making the appointment of Mayor to serve a one-year term;

Councilmember Flores nominated to appoint Mayor Hernandez to continue position of Mayor of San Joaquin

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

- 2.3 Approve a minute order making the appointment of Mayor Pro-Tem to serve one-year period; and

Councilmember Lua nominated Mayor Pro Tem Flores to continue the position of Mayor Pro Tem.

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

- 2.4 Make Appointments 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

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 Flores 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

3. RECONVENE TO CITY COUNCIL MEETING-

4. APPROVAL OF AGENDA –

5. PROCLAMATION-

A. SUBJECT: Proclamation

RECOMMENDATION: Council approval of the Presentation of “Proclamation” A proclamation proclaiming the month of November a Family Court Awareness Month-

Motion: Mayor Hernandez moved to approve the Proclamation proclaiming the month of November a Family court Awareness Month. The motion was seconded by Mayor Pro Tem Flores and approved by the following votes: 5 Ayes

6. CONSENT CALENDAR -

A. SUBJECT: Minutes November 1, 2022

RECOMMENDATION: Council Approval of City Council Meeting Minutes of November 1, 2022 as presented –

B. SUBJECT: Minutes Special City Council Meeting November 17, 2022

RECOMMENDATION: Council Approval of Special City Council Meeting Minutes of November 17, 2022 as presented-

C. SUBJECT:- Resolution No. 2022-59

RECOMMENDATION- Consideration and Approval of Resolution No. 2022-59. Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361.

Motion: Mayor Hernandez moved to approved Consent Calendar as presented. The motion was seconded by Mayor Pro Tem Flores and approved by the following votes: 5 Ayes

7. SHERIFF REPORT - Deputy Vasquez presented Monthly report for the Month of November 2022

8. CITY MANAGER REPORT - *Informational Only*
9. CITY ATTORNEY'S REPORT – None
10. COUNCILMEMBER COMMUNICATIONS/ANNOUNCEMENTS/AGENDA ITEMS -
11. PUBLIC FORUM -
12. PUBLIC HEARINGS-
 - A. SUBJECT:-Public Hearing Regarding ordinance amendments related to Smoke Shops.

RECOMMENDATION: Conduct Public Hearing, waive full reading ,and introduce An Ordinance of the City Council of the City of San Joaquin Amending Sections 154.110, 154.111, And 154.121 of the San Joaquin Municipal Code Relating to Smoke Shops.

Public Hearing was opened at 7:03 P.M. and Closed 7:05 P.M. There were no Public Comments.

Motion: Mayor Pro Tem Flores moved to approve public hearing, waive full reading and introduce an Ordinance of the City Council of the City of San Joaquin Amending Section 154.110, 154.111, And 154.121 of the San Joaquin Municipal Code Relating to Smoke Shops. The motion was seconded by Mayor Hernandez and approved by the following votes: 5 Ayes

13. *RECESS AND COVENE AS PLANNING COMMISSION-*
Reconvene as Planning Commission at 7:05 P.M.

14. PLANNING COMMISSION-

- A. SUBJECT:-Public Hearing regarding Changing Electric Vehicle Parking Standards.

Public Hearing Open at 7:05 P.M. and Closed at 7:08 P.M. There were no Public Comments.

RECOMMENDATION: Conduct Public Hearing and Consider approval of Resolution No. 2022-60: Resolution recommending approval of Ordinance Amending section 154.259 of Chapter 154 of the San Joaquin Municipal Code to Changing Electric Vehicle Parking Standards in Accordance with Assembly Bill 1236 and Assembly Bill 970.

Motion: Mayor Hernandez moved to approve public hearing and consider approval of Resolution No. 2022-60 Resolution recommending approval of Ordinance Amending section 154.259 of Chapter 154 of the San Joaquin Municipal Code to Changing Electric Vehicle Parking Standards in Accordance with Assembly Bill

1236 and Assembly Bill 970. The motion was seconded by Councilmember Lua and approved by the following votes 5 Ayes

Reconvene as City Council at 7:08 P.M.

15. OLD BUSINESS-

16. NEW BUSINESS –

- A. SUBJECT: Second Amended and Restated MOU between County of Fresno and the City of San Joaquin (Tax Sharing Agreement)

RECOMMENDATION: Council Approval of Resolution No. 2022-61. Approving the Second Amended and Restated Memorandum of Understanding between the County of Fresno and the City of San Joaquin.

Motion: Mayor Hernandez moved to approve Resolution No. 2022-61 Approving the Second Amended and Restated Memorandum of Understanding between the County of Fresno and the City of San Joaquin. The motion was seconded by Councilmember Lua and approved by the following votes: 5 Ayes

- B. SUBJECT: Resolution No. 2022-62 Authorizing City's Collaboration with Westside Family Preservation Services Network to provide Youth Empowerment Services to Youth and Families in the community and approving Memorandum of Understanding for use of City Facilities for Youth and Family Empowerment Center

RECOMMENDATION: City Council Consideration and approval of Resolution No. 2022-62, authorizing City's Collaboration with Westside Family Preservation Services Network to provide Youth Empowerment Services to Youth and Families in the Community and Approving Memorandum of Understanding For Use of City Facilities For Youth and Family Empowerment Center.

Motion: Mayor Pro Tem Flores moved to approve Resolution No. 2022-62 authorizing City's Collaboration with Westside Family Preservation Services Network to provide Youth Empowerment Services to Youth and Families in the Community and Approving Memorandum of Understanding for Use of City Facilities for Youth and Family Empowerment Center. The motion was seconded by Councilmember Mejia and approved by the following votes: 5 Ayes

C. SUBJECT- Reschedule the regular Council Meeting of January 3, 2023

RECOMMENDATION- Council approving rescheduling the upcoming regular scheduled City Council Meeting of January 3, 2023 to January 10, 2023

Motion: Mayor Hernandez moved to approve rescheduling the upcoming regular scheduling Council Meeting to January 9, 2023. The motion was seconded by Councilmember Mejia and approved by the following votes: 5 Ayes

17. CLOSED SESSION – None

18. ADJOURN MEETING – The meeting was adjourned at 7:30 P.M.

Motion: Mayor Hernandez moved to adjourn the meeting at 7:30 P.M. The motion was seconded by Mayor Pro Tem Flores and approved by the following votes: 5 Ayes

Invoice No	Description	Invoice Date	Actual Period	Tm	Discount		Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal		G/L	Account No			
Check #.: 053824 Check Date.: 12/28/22		Vendor I.D.: ADA01	(ADAMS ASHBY GROUP LLC)						
4698-	GENERAL ADMINISTRATION FOR PROJECT 18-CDBG-12917	12/22/22 12/28/22	12-22 06-23	A	100	39025	4000.00	.00	4000.00
Check #.: 053825 Check Date.: 12/28/22		Vendor I.D.: ALH01	(SPARKLETTES)						
81120122-	DRINKING WATER FOR CITY HALL & RECREATION	12/21/22 12/28/22	12-22 06-23	A	100	39025	67.54	.00	67.54
Check #.: 053826 Check Date.: 12/28/22		Vendor I.D.: ALLY1	(GOODALL TRUCKING INC)						
106212-	PURCHASE SAND FOR PUBLIC WORKS DEPARTMENT	12/22/22 12/28/22	12-22 06-23	A	100	39025	534.48	.00	534.48
Check #.: 053827 Check Date.: 12/28/22		Vendor I.D.: AT&T2	(AT&T)						
C21227-	TELEPHONE SERVICES FOR 559.693.4311	12/27/22 12/28/22	12-22 06-23	A	100	39025	79.63	.00	79.63
Check #.: 053828 Check Date.: 12/28/22		Vendor I.D.: BAD00	(BADGER METER INC.)						
80112708-	BEACON SERVICES FOR WATER METERS FOR NOVEMBER 2022	12/22/22 12/28/22	12-22 06-23	A	100	39025	822.36	.00	822.36
Check #.: 053829 Check Date.: 12/28/22		Vendor I.D.: BEA01	(KARINA L. MACIAS)						
C21221-	BUSINESS ASSISTANCE PROGRAM 20-CDBG-CV-2-3-00167	12/21/22 12/28/22	12-22 06-23	A	100	39025	6000.00	.00	6000.00
Check #.: 053830 Check Date.: 12/28/22		Vendor I.D.: BSK01	(BSK ASSOCIATES ENGINEERS)						
AF32837-	WATER ANALYSIS	12/22/22	12-22	A	100	39025	355.00	.00	355.00
AF32907-	WATER ANALYSIS	12/28/22	06-23						
		12/22/22	12-22	A	100	39025	199.00	.00	199.00
		12/28/22	06-23						
AF33012-	WATER ANALYSIS	12/22/22	12-22	A	100	39025	100.00	.00	100.00
		12/28/22	06-23						
** Vendor's Subtotal ----->							654.00	.00	654.00
Check #.: 053831 Check Date.: 12/28/22		Vendor I.D.: CAL10	(CALIFORNIA WATER SERVICES)						
050089IN-	WATER & WASTEWATER TREATMENT FACILITY PLANT OPER.	12/22/22 12/28/22	12-22 06-23	A	100	39025	8074.11	.00	8074.11
Check #.: 053832 Check Date.: 12/28/22		Vendor I.D.: CENT4	(CENTRAL SAN JOAQUIN VALLEY RMA)						
02300182-	2022/2023 3RD QUARTER LIABILITY INSURANCES	12/21/22 12/28/22	12-22 06-23	A	100	39025	26324.00	.00	26324.00
Check #.: 053833 Check Date.: 12/28/22		Vendor I.D.: CLE01	(SCA OF CA, LLC)						
104628CS-	MONTHLY CONTRACT SERVICES FOR SWEEPER	12/22/22 12/28/22	12-22 06-23	A	100	39025	1215.29	.00	1215.29
Check #.: 053834 Check Date.: 12/28/22		Vendor I.D.: COR01	(CORBIN WILLITS SYSTEMS)						
00C212151-	ENHANCEMENT AND SERVICES FEES	12/22/22 12/28/22	12-22 06-23	A	100	39025	393.88	.00	393.88
Check #.: 053835 Check Date.: 12/28/22		Vendor I.D.: CSG00	(CSG CONSULTANTS, INC)						
47875-	PROFESSIONAL CODE ENFORCEMENT SERVICES	12/22/22 12/28/22	12-22 06-23	A	100	39025	2000.00	.00	2000.00

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal						
Check #.: 053836 Check Date.: 12/28/22		Vendor I.D.: DEP02	(DEPARTMENT OF PUBLIC HEALTH)						
C21221-	AUTO REPAIR/MAINTENANCE MODEL PLAN	12/21/22 12/28/22	12-22 06-23	A	100	39025	573.00	.00	573.00
Check #.: 053837 Check Date.: 12/28/22		Vendor I.D.: DGC00	(DG CALIFORNIA SOLAR, LLC)						
757086-	INVOICE FOR SOLAR METER ENERGY FOR CITY FACILITIES	12/22/22 12/28/22	12-22 06-23	A	100	39025	7189.56	.00	7189.56
Check #.: 053838 Check Date.: 12/28/22		Vendor I.D.: FDA00	(FDAC EMPLOYMENT BENEFITS AUTHORITY)						
JAN-2023-	EMPLOYEES HEALTH, DENTAL AND VISION INSURANCES	12/21/22 12/28/22	12-22 06-23	A	100	39025	20183.38	.00	20183.38
Check #.: 053839 Check Date.: 12/28/22		Vendor I.D.: FIS01	(FISK CONSTRUCTION & ROOFING)						
22-029SC-	REPAIR ROOF FOR SENIOR CENTER	12/22/22 12/28/22	12-22 06-23	A	100	39025	1150.00	.00	1150.00
Check #.: 053840 Check Date.: 12/28/22		Vendor I.D.: FON00	(FONSECA, GABRIELA)						
C21221-	DEPOSIT REFUND FOR EVENT ON 8/20/22 AT VFW HALL	12/21/22 12/28/22	12-22 06-23	A	100	39025	175.00	.00	175.00
Check #.: 053841 Check Date.: 12/28/22		Vendor I.D.: FRE01	(FRESNO COUNTY TREASURER)						
SO20076-	LAW ENFORCEMENT SERVICES FOR DECEMBER 2022	12/22/22 12/28/22	12-22 06-23	A	100	39025	8333.33	.00	8333.33
Check #.: 053842 Check Date.: 12/28/22		Vendor I.D.: FRES2	(FRESNO COUNTY TREASURER)						
SO20076-	CONTRACT POLICE SERVICES FOR DECEMBER 2022	12/22/22 12/28/22	12-22 06-23	A	100	39025	10367.47	.00	10367.47
SO20077-	CONTRACT POLICE SERVICES FOR GOLDEN PLAINS UNIFIED	12/22/22 12/28/22	12-22 06-23	A	100	39025	16557.12	.00	16557.12
** Vendor's Subtotal ----->							26924.59	.00	26924.59
Check #.: 053843 Check Date.: 12/28/22		Vendor I.D.: FRO02	(FRONTIER)						
C21222-	TELEPHONE SERVICES FOR 559.693.2051	12/22/22 12/28/22	12-22 06-23	A	100	39025	344.40	.00	344.40
Check #.: 053844 Check Date.: 12/28/22		Vendor I.D.: FRO04	(FRONTIER)						
C21222-	TELEPHONE SERVICES FOR 559.693.2509	12/22/22 12/28/22	12-22 06-23	A	100	39025	73.69	.00	73.69
Check #.: 053845 Check Date.: 12/28/22		Vendor I.D.: GAR00	(GARCIA TIRE & AUTO REPAIR)						
14630-	REPAIR TIRE FOR PUBLIC WORKS DEPARTMENTS	12/21/22 12/28/22	12-22 06-23	A	100	39025	16.00	.00	16.00
Check #.: 053846 Check Date.: 12/28/22		Vendor I.D.: GOU01	(GOUVEIA ENGINEERING INC)						
13927-	PROJECT: 320.01 PLANNING GENERAL	12/22/22 12/28/22	12-22 06-23	A	100	39025	78.75	.00	78.75
13928-	PROJECT: 340.01 WATER GENERAL	12/22/22 12/28/22	12-22 06-23	A	100	39025	308.00	.00	308.00
13929-	PROJECT: 340.06-10A WELL 3 & 5 MAGANESE TREATMENT	12/22/22 12/28/22	12-22 06-23	A	100	39025	873.75	.00	873.75
13930-	PROJECT: 340.06-10B WELL 4 & 6	12/22/22 12/28/22	12-22 06-23	A	100	39025	742.50	.00	742.50
13931-	PROJECT: 340.06-12 WATER SUPPLY IMPROVMENTS TASK12	12/22/22 12/28/22	12-22 06-23	A	100	39025	915.00	.00	915.00
13932-	PROJECT:340.11B TASK2 BID/ADMIN 2020CDBG WATERLINE	12/22/22 12/28/22	12-22 06-23	A	100	39025	1151.25	.00	1151.25
13934-	PROJECT: 340.12B TASK II-2019 CDBG WELL 6	12/22/22 12/28/22	12-22 06-23	A	100	39025	52.50	.00	52.50
13935-	PROJECT: 345.01 STREETS MISCELLANEOUS	12/22/22 12/28/22	12-22 06-23	A	100	39025	157.50	.00	157.50
13936-	PROJECT: 345.09C CML-5245(018)SJ SIDEWALK/BIKE	12/22/22 12/28/22	12-22 06-23	A	100	39025	61.13	.00	61.13

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L	Account No	Discount Amount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal							
Check #.: 053846 Check Date.: 12/28/22		Vendor I.D.: GOU01 (GOUVEIA ENGINEERING INC)								
13937-	PROJECT: 345.11D RSTPCML-5245(019)SUTTER AVE PAVNG	12/22/22	12-22	A	100	39025		1446.99	.00	1446.99
		12/28/22	06-23							
** Vendor's Subtotal ----->								5787.37	.00	5787.37
Check #.: 053847 Check Date.: 12/28/22		Vendor I.D.: HARR1 (HARRALSON MACHINE WORKS)								
52473-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		223.91	.00	223.91
		12/28/22	06-23							
80091586-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		24.38	.00	24.38
		12/28/22	06-23							
80091595-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		7.68	.00	7.68
		12/28/22	06-23							
80091614-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		30.07	.00	30.07
		12/28/22	06-23							
80091716-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		21.18	.00	21.18
		12/28/22	06-23							
80091902-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		18.56	.00	18.56
		12/28/22	06-23							
80092049-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		31.49	.00	31.49
		12/28/22	06-23							
80092089-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		35.02	.00	35.02
		12/28/22	06-23							
80092351-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		183.50	.00	183.50
		12/28/22	06-23							
** Vendor's Subtotal ----->								575.79	.00	575.79
Check #.: 053848 Check Date.: 12/28/22		Vendor I.D.: HIN01 (HINDERLIER, DELLAMAS & ASSOCIATES)								
IN023395-	CONTRACT SERVICES-SALES TAX 2ND QUARTER	12/22/22	12-22	A	100	39025		751.73	.00	751.73
		12/28/22	06-23							
Check #.: 053849 Check Date.: 12/28/22		Vendor I.D.: HOM01 (HOME DEPOT CREDIT SERVICES)								
C21221-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22	12-22	A	100	39025		925.04	.00	925.04
		12/28/22	06-23							
Check #.: 053850 Check Date.: 12/28/22		Vendor I.D.: IMA00 (IMAGE 2000)								
544484-	INVOICE FOR AUGUST 2022 FOR COST PER COPY	12/22/22	12-22	A	100	39025		205.74	.00	205.74
		12/28/22	06-23							
566092-	INVOICE FOR NOVEMBER 2022 FOR COST PER COPY	12/22/22	12-22	A	100	39025		114.16	.00	114.16
		12/28/22	06-23							
** Vendor's Subtotal ----->								319.90	.00	319.90
Check #.: 053851 Check Date.: 12/28/22		Vendor I.D.: J.CO0 (J. COLIN COMPUTING SYSTEMS, INC.)								
37362-	PROFESSIONAL SUPPORT SERVICES FOR CITY HALL	12/22/22	12-22	A	100	39025		890.79	.00	890.79
		12/28/22	06-23							
Check #.: 053852 Check Date.: 12/28/22		Vendor I.D.: JOH01 (JOHNSON CONTROLS, INC.)								
03080613-	REPAIR HEATING UNIT FOR SENIOR CENTER	12/21/22	12-22	A	100	39025		507.08	.00	507.08
		12/28/22	06-23							
Check #.: 053853 Check Date.: 12/28/22		Vendor I.D.: KER34 (KERWEST INC.)								
22974-	ADVERT NOTICE OF PUBLIC HEARING ZONING ORDINANCE	12/21/22	12-22	A	100	39025		224.75	.00	224.75
		12/28/22	06-23							
Check #.: 053854 Check Date.: 12/28/22		Vendor I.D.: MID02 (MID VALLEY DISPOSAL INC.)								
NOV-2022-	CONTRACT SERVICES FOR SOLID WASTE FOR NOV. 2022	12/21/22	12-22	A	100	39025		23542.53	.00	23542.53
		12/28/22	06-23							

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal						
Check #.: 053855 Check Date.: 12/28/22 Vendor I.D.: MIT00 (MITEL)									
41972722-	TELEPHONES SERVICES FOR JANUARY 2023	12/22/22 12/28/22	12-22 06-23	A	100	39025	271.53	.00	271.53
Check #.: 053856 Check Date.: 12/28/22 Vendor I.D.: MON01 (MONTROY LAW CORPORATION)									
OCT-2022-	PROFESSIONAL LEGAL SERVICES FOR OCTOBER 2022	12/21/22 12/28/22	12-22 06-23	A	100	39025	1462.50	.00	1462.50
Check #.: 053857 Check Date.: 12/28/22 Vendor I.D.: MOU00 (MOUNTAIN VALLEY PEST CONTROL)									
13702978-	PEST CONTROL FOR CITY FACILITIES	12/21/22 12/28/22	12-22 06-23	A	100	39025	275.00	.00	275.00
Check #.: 053858 Check Date.: 12/28/22 Vendor I.D.: NAT03 (NATIONAL UNION FIRE INSURANCE OF)									
JAN-2023-	LIFE INSURANCE	12/22/22 12/28/22	12-22 06-23	A	100	39025	109.40	.00	109.40
Check #.: 053859 Check Date.: 12/28/22 Vendor I.D.: PAC02 (PACE SUPPLY CORP)									
79666791-	PURCHASE SUPPLIES FOR SEWER DEPARTMENT	12/21/22 12/28/22	12-22 06-23	A	100	39025	457.99	.00	457.99
Check #.: 053860 Check Date.: 12/28/22 Vendor I.D.: PAT00 (PATTON SHEET METAL WORKS, INC.)									
02206301-	REPAIR AND REPLACE AC UNITS AT LCCC	12/22/22 12/28/22	12-22 06-23	A	100	39025	65420.00	.00	65420.00
Check #.: 053861 Check Date.: 12/28/22 Vendor I.D.: PEC00 (PECK'S PRINTER)									
34021-	PURCHASE ENVELOPES FOR CITY HALL	12/21/22 12/28/22	12-22 06-23	A	100	39025	1045.19	.00	1045.19
Check #.: 053862 Check Date.: 12/28/22 Vendor I.D.: PGE00 (PGE)									
C21222-	UTILITIES SERVICES FOR 23599 MANNING AVENUE	12/22/22 12/28/22	12-22 06-23	A	100	39025	23.82	.00	23.82
Check #.: 053863 Check Date.: 12/28/22 Vendor I.D.: PGE01 (PACIFIC GAS AND ELECTRIC)									
C21223-	UTILITIES SERVICES FOR CITY FACILITIES	12/23/22 12/28/22	12-22 06-23	A	100	39025	6135.55	.00	6135.55
Check #.: 053864 Check Date.: 12/28/22 Vendor I.D.: PGE05 (PGE)									
C21221-	UTILITIES SERVICES FOR 8599 EIGHTH STREET	12/21/22 12/28/22	12-22 06-23	A	100	39025	1814.75	.00	1814.75
Check #.: 053865 Check Date.: 12/28/22 Vendor I.D.: PGE07 (PGE)									
C21227-	UTILITIES SERVICES FOR 8751 MAIN STREET	12/27/22 12/28/22	12-22 06-23	A	100	39025	312.92	.00	312.92
Check #.: 053866 Check Date.: 12/28/22 Vendor I.D.: PGE09 (PGE)									
C21227-	UTILITIES SERVICES FOR 22001 W. MANNING AVENUE	12/27/22 12/28/22	12-22 06-23	A	100	39025	654.80	.00	654.80
Check #.: 053867 Check Date.: 12/28/22 Vendor I.D.: PIT01 (PITNEY BOWES GLOBAL FINANCIAL SERVICE LL)									
05868046-	LEASE FOR RELAY 1000 INSERTING SYSTEM	12/21/22 12/28/22	12-22 06-23	A	100	39025	416.93	.00	416.93

Invoice No	Description	Invoice Date	Actual Period	Discount		Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Yr	G/L	Account No			
Check #: 053868 Check Date.: 12/28/22		Vendor I.D.: PITN1 (PITNEY BOWES GLOBAL FINANCIAL SERVICES L)						
05813551-	LEASE FOR POSTAGE METER SEND PRO C AUTO	12/21/22 12/28/22	12-22 06-23	A	100 39025	449.12	.00	449.12
Check #: 053869 Check Date.: 12/28/22		Vendor I.D.: RIN00 (RINCON CONSULTANTS, INC.)						
44341-	PROFESSIONAL PLANNING SERVICES	12/21/22 12/28/22	12-22 06-23	A	100 39025	624.00	.00	624.00
44342-	PROFESSIONAL PLANNING SERVICES	12/21/22 12/28/22	12-22 06-23	A	100 39025	739.50	.00	739.50
44343-	PROFESSIONAL PLANNING SERVICES	12/21/22 12/28/22	12-22 06-23	A	100 39025	510.56	.00	510.56
44344-	PROFESSIONAL PLANNING SERVICES	12/21/22 12/28/22	12-22 06-23	A	100 39025	543.00	.00	543.00
** Vendor's Subtotal ----->						2417.06	.00	2417.06
Check #: 053870 Check Date.: 12/28/22		Vendor I.D.: ROS00 (ROSENOW SPEVACEK GROUP, INC.)						
I009564-	RSG 1485-SUCCESSOR AGENCY SERVICES	12/22/22 12/28/22	12-22 06-23	A	100 39025	547.50	.00	547.50
Check #: 053871 Check Date.: 12/28/22		Vendor I.D.: SHE02 (SHERWIN WILLIAMS CO)						
6266-1-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/22/22 12/28/22	12-22 06-23	A	100 39025	507.16	.00	507.16
Check #: 053872 Check Date.: 12/28/22		Vendor I.D.: SLU01 (SLUMBERGER LUMBER)						
C331589-	PURCHASE SUPPLIES FOR SENIOR CENTER	12/22/22 12/28/22	12-22 06-23	A	100 39025	49.53	.00	49.53
Check #: 053873 Check Date.: 12/28/22		Vendor I.D.: SPA00 (SPARKLETTTS)						
79112522-	DRINKING WATER FOR PUBLIC WORKS DEPARTMENTS	12/21/22 12/28/22	12-22 06-23	A	100 39025	56.99	.00	56.99
Check #: 053874 Check Date.: 12/28/22		Vendor I.D.: STAT9 (SWRCB ACCOUNTING OFFICE)						
D0216176-	ANNUAL PERMIT FEES FOR PERIOD 07/01/22-06/30/23	12/21/22 12/28/22	12-22 06-23	A	100 39025	3453.00	.00	3453.00
D0216199-	ANNUAL PERMIT FEES FOR PERIOD 07/01/22-06/30/23	12/21/22 12/28/22	12-22 06-23	A	100 39025	24687.00	.00	24687.00
** Vendor's Subtotal ----->						28140.00	.00	28140.00
Check #: 053875 Check Date.: 12/28/22		Vendor I.D.: SUP02 (SUPERIOR POOL PRODUCTS, LLC)						
Q2021292-	PURCHASE SUPPLIES FOR WATER DEPARTMENT	12/22/22 12/28/22	12-22 06-23	A	100 39025	971.32	.00	971.32
Q2021538-	PURCHASE SUPPLIES FOR WATER DEPARTMENT	12/21/22 12/28/22	12-22 06-23	A	100 39025	1638.54	.00	1638.54
** Vendor's Subtotal ----->						2609.86	.00	2609.86
Check #: 053876 Check Date.: 12/28/22		Vendor I.D.: THE05 (THE COUNTY OF FRESNO)						
C21222-	FRESNO COUNTYWIDE TAX/FRESNO WESTSIDE 033-152-15S	12/22/22 12/28/22	12-22 06-23	A	100 39025	52.06	.00	52.06
CC21222-	FRESNO COUNTYWIDE TAX/FRESNO WESTSIDE 033-200-10S	12/22/22 12/28/22	12-22 06-23	A	100 39025	52.06	.00	52.06
CCC21222-	FRESNO COUNTYWIDE TAX/FRESNO WESTSIDE 033-200-11S	12/22/22 12/28/22	12-22 06-23	A	100 39025	52.06	.00	52.06
** Vendor's Subtotal ----->						156.18	.00	156.18

Invoice No	Description	Invoice Date	Actual Period	G/L	Account No	Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm						
Check #.: 053877 Check Date.: 12/28/22		Vendor I.D.: TSA01 (TSA CONSULTING GROUP)							
C21221-	PAYROLL PERIOD 12/16/22 DEDUCTION FOR RETIREMENT	12/21/22 12/28/22	12-22 06-23	A 100	39025		250.00	.00	250.00
Check #.: 053878 Check Date.: 12/28/22		Vendor I.D.: TUR02 (TURBO DATA SYSTEMS, INC)							
39113-	PROFESSIONAL SERVICES FOR CITATIONS	12/21/22 12/28/22	12-22 06-23	A 100	39025		247.00	.00	247.00
Check #.: 053879 Check Date.: 12/28/22		Vendor I.D.: UNIO8 (UNIFIRST CORPORATION)							
20451807-	UNIFORMS SERVICES FOR PUBLIC WORKS DEPARTMENTS	12/21/22 12/28/22	12-22 06-23	A 100	39025		125.99	.00	125.99
20453044-	UNIFORMS SERVICES FOR PUBLIC WORKS DEPARTMENTS	12/21/22 12/28/22	12-22 06-23	A 100	39025		124.13	.00	124.13
20454351-	UNIFORMS SERVICES FOR PUBLIC WORKS DEPARTMENTS	12/21/22 12/28/22	12-22 06-23	A 100	39025		124.13	.00	124.13
** Vendor's Subtotal ----->							374.25	.00	374.25
Check #.: 053880 Check Date.: 12/28/22		Vendor I.D.: WEST1 (WEST HILLS OIL)							
253165-	PURCHASE GASOLINE FOR PUBLIC WORKS DEPARTMENTS	12/22/22 12/28/22	12-22 06-23	A 100	39025		943.42	.00	943.42
Check #.: 053881 Check Date.: 12/28/22		Vendor I.D.: ZER00 (ZERONOX)							
NV000079-	REPAIR TUATARA FOR PUBLIC WORKS DEPARTMENTS	12/22/22 12/28/22	12-22 06-23	A 100	39025		471.96	.00	471.96
Check #.: 053882 Check Date.: 12/28/22		Vendor I.D.: ZUM01 (ZUMAR INDUSTRIES)							
98253-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	12/21/22 12/28/22	12-22 06-23	A 100	39025		33318.51	.00	33318.51
Check #.: 053883 Check Date.: 12/28/22		Vendor I.D.: \B003 (BORRUEL, SUSANA & RUBEN GOMEZ)							
00C21201-	MQ CUSTOMER REFUND FOR BOR0002	12/22/22 12/28/22	12-22 06-23	A 100	39025		192.12	.00	192.12
Check #.: 053884 Check Date.: 12/28/22		Vendor I.D.: \U002 (UTK SMOKE SHOP,)							
00C21201-	MQ CUSTOMER REFUND FOR UTK0001	12/22/22 12/28/22	12-22 06-23	A 100	39025		376.59	.00	376.59
** Total Checks Paid ----->							298160.85	.00	298160.85

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
100 20000	40886.90	40886.90	GENERAL FUND	Accounts Payable	
105 20000	24591.52	65478.42	REFUSE-COMMERCI	Accounts Payable	
201 20000	698.59	66177.01	MEAS C/STREET	Accounts Payable	
202 20000	416.79	66593.80	MEAS C/FLEX	Accounts Payable	
205 20000	7423.89	74017.69	GAS TAX	Accounts Payable	
210 20000	12068.35	86086.04	LTF STRTS/ROADS	Accounts Payable	
221 20000	8333.33	94419.37	AB 1913/COPS	Accounts Payable	
280 20000	348.92	94768.29	LANDSCAPE MAINT	Accounts Payable	
500 20000	55289.94	150058.23	WATER	Accounts Payable	
510 20000	21823.98	171882.21	SEWER	Accounts Payable	
848 20000	2531.25	174413.46	DWSRF 1010034	Accounts Payable	
857 20000	4052.50	178465.96	18-CDBG-12899	Accounts Payable	
863 20000	1151.25	179617.21	20-CDBG-12059	Accounts Payable	
866 20000	65420.00	245037.21	(ARPA)CLFRF	Accounts Payable	
867 200	6000.00	251037.21	BUSINESS ASSIST	ACCOUNTS PAYABLE	
871 20000	45615.52	296652.73	PUB SAFETY \$2M	Accounts Payable	
872 20000	61.13	296713.86	CML5245 CONSTRU	Accounts Payable	
875 20000	1446.99	298160.85	SUTTER RSTP	Accounts Payable	
999 10110	-298160.85	.00	CASH CLEARING	Cash-Checking/United	

Ctr G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
210 100 20000	1811.04	1811.04	GENERAL FUND	Accounts Payable	
215 100 20000	1473.63	3284.67	GENERAL FUND	Accounts Payable	

		Invoice Date	Actual Period										
Invoice	No	Description	Due Date	Fiscal	Tm	G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount			
Check #.: 053757 Check Date.: 12/02/22			Vendor I.D.: ADA01 (ADAMS ASHBY GROUP LLC)										
4640-	GENERAL ADMINISTRATION FOR 20-CDBG-CV2-00167	12/02/22	12-22	A	100	39025		1250.00	.00	1250.00			
4641-	GENERAL ADMINISTRATION/20-CDBG-C2-3-00026	12/02/22	06-23										
		11/23/22	12-22	A	100	39025		1000.00	.00	1000.00			
		12/02/22	06-23										
4642-	GENERAL ADMINISTRATION/18-CDBG-12917 WELL #6	11/23/22	12-22	A	100	39025		4400.00	.00	4400.00			
		12/02/22	06-23										
** Vendor's Subtotal ----->								6650.00	.00	6650.00			
Check #.: 053758 Check Date.: 12/02/22			Vendor I.D.: ALH01 (SPARKLETTTS)										
31110122-	DRINKING WATER FOR CITY HALL	11/29/22	12-22	A	100	39025		81.49	.00	81.49			
		12/02/22	06-23										
Check #.: 053759 Check Date.: 12/02/22			Vendor I.D.: AMC00 (AM CONSTRUCTION SUPPLY INC)										
2133-	PURCHASE SUPPLIES FOR SIDEWALKS	11/29/22	12-22	A	100	39025		485.84	.00	485.84			
		12/02/22	06-23										
Check #.: 053760 Check Date.: 12/02/22			Vendor I.D.: AT&T1 (AT&T)										
C21129-	TELEPHONE SERVICES FOR 559.693.2509	11/29/22	12-22	A	100	39025		43.65	.00	43.65			
		12/02/22	06-23										
C21202-	TELEPHONE SERVICES FOR 559.693.2509	12/02/22	12-22	A	100	39025		43.65	.00	43.65			
		12/02/22	06-23										
** Vendor's Subtotal ----->								87.30	.00	87.30			
Check #.: 053761 Check Date.: 12/02/22			Vendor I.D.: AT&T2 (AT&T)										
C21129-	TELEPHONE SERVICES FOR 559.693.4311	11/29/22	12-22	A	100	39025		79.63	.00	79.63			
		12/02/22	06-23										
Check #.: 053762 Check Date.: 12/02/22			Vendor I.D.: AT&T6 (AT&T)										
C21129-	TELEPHONE SERVICES FOR 559.846.8083	11/29/22	12-22	A	100	39025		25.76	.00	25.76			
		12/02/22	06-23										
Check #.: 053763 Check Date.: 12/02/22			Vendor I.D.: BAD00 (BADGER METER INC.)										
30110383-	BEACON SERVICES FOR OCTOBER 2022 FOR WATER METERS	11/29/22	12-22	A	100	39025		674.62	.00	674.62			
		12/02/22	06-23										
Check #.: 053764 Check Date.: 12/02/22			Vendor I.D.: BSK01 (BSK ASSOCIATES ENGINEERS)										
AF28107-	WATER ANALYSIS	11/29/22	12-22	A	100	39025		71.00	.00	71.00			
		12/02/22	06-23										
AF29707-	WATER ANALYSIS	11/29/22	12-22	A	100	39025		199.00	.00	199.00			
		12/02/22	06-23										
AF30686-	WATER ANALYSIS	12/02/22	12-22	A	100	39025		100.00	.00	100.00			
		12/02/22	06-23										
** Vendor's Subtotal ----->								370.00	.00	370.00			
Check #.: 053765 Check Date.: 12/02/22			Vendor I.D.: CAL10 (CALIFORNIA WATER SERVICES)										
350023IN-	WATER & WASTEWATER TREATMENT FACILITY PLANT OPER.	11/23/22	12-22	A	100	39025		13035.83	.00	13035.83			
		12/02/22	06-23										
Check #.: 053766 Check Date.: 12/02/22			Vendor I.D.: CLE01 (SCA OF CA, LLC)										
104381CS-	MONTHLY CONTRACT SERVICES FOR SWEEPER	11/29/22	12-22	A	100	39025		1217.35	.00	1217.35			
		12/02/22	06-23										

Invoice No	Description	Invoice Date	Actual Period	G/L	Account No	Discount Amount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Yr						
Check #.: 053767 Check Date.: 12/02/22		Vendor I.D.: COR01 (CORBIN WILLITS SYSTEMS)							
0C211151-	ENHANCEMENT AND SERVICES FEES	11/23/22 12/02/22	12-22 06-23	A	100 39025		393.88	.00	393.88
Check #.: 053768 Check Date.: 12/02/22		Vendor I.D.: COUN4 (FRESNO COUNCIL OF GOVERNMENTS)							
C21129-	DUES FOR MULTI-JURISDICTIONAL HOUSING ELEMENT	11/29/22 12/02/22	12-22 06-23	A	100 39025		3279.33	.00	3279.33
Check #.: 053769 Check Date.: 12/02/22		Vendor I.D.: CSG00 (CSG CONSULTANTS, INC)							
47082-	PROFESSIONAL CODE ENFORCEMENT SERVICES	11/29/22 12/02/22	12-22 06-23	A	100 39025		3585.00	.00	3585.00
Check #.: 053770 Check Date.: 12/02/22		Vendor I.D.: DEL03 (DE LAGE LANDEN FINANCIAL SERVICES, INC.)							
77971018-	LEASE FOR SHARP/MX-6071 PRINTER AT CITY HALL	11/29/22 12/02/22	12-22 06-23	A	100 39025		155.16	.00	155.16
78241075-	LEASE FOR SHARP/MX-6071 PRINTER AT CITY HALL	12/02/22 12/02/22	12-22 06-23	A	100 39025		162.92	.00	162.92
** Vendor's Subtotal ----->							318.08	.00	318.08
Check #.: 053771 Check Date.: 12/02/22		Vendor I.D.: DGC00 (DG CALIFORNIA SOLAR, LLC)							
751064-	INVOICE FOR SOLAR METER ENERGY FOR CITY FACILITIES	11/29/22 12/02/22	12-22 06-23	A	100 39025		9077.43	.00	9077.43
Check #.: 053772 Check Date.: 12/02/22		Vendor I.D.: FDA00 (FDAC EMPLOYMENT BENEFITS AUTHORITY)							
DEC-2022-	EMPLOYEES HEALTH, DENTAL AND VISION INSURANCES	11/29/22 12/02/22	12-22 06-23	A	100 39025		16042.55	.00	16042.55
Check #.: 053773 Check Date.: 12/02/22		Vendor I.D.: FRE01 (FRESNO COUNTY TREASURER)							
SO20008-	LAW ENFORCEMENT SERVICES FOR NOVEMBER 2022	11/29/22 12/02/22	12-22 06-23	A	100 39025		8333.33	.00	8333.33
Check #.: 053774 Check Date.: 12/02/22		Vendor I.D.: FRES2 (FRESNO COUNTY TREASURER)							
SO20008-	CONTRACT POLICE SERVICE FOR NOVEMBER 2022	11/29/22 12/02/22	12-22 06-23	A	100 39025		10367.47	.00	10367.47
SO20009-	CONTRACT SERVICES FOR GOLDEN PLAINS UNIFIED SCHOOL	11/29/22 12/02/22	12-22 06-23	A	100 39025		16557.12	.00	16557.12
** Vendor's Subtotal ----->							26924.59	.00	26924.59
Check #.: 053775 Check Date.: 12/02/22		Vendor I.D.: FRO01 (FRONTIER)							
C21130-	TELEPHONE SERVICES FOR 559.693.3093 & 559.846.8083	11/30/22 12/02/22	12-22 06-23	A	100 39025		181.83	.00	181.83
C21202-	TELEPHONE SERVICES FOR 559.693.3093 & 559.846.8083	12/02/22 12/02/22	12-22 06-23	A	100 39025		209.97	.00	209.97
** Vendor's Subtotal ----->							391.80	.00	391.80
Check #.: 053776 Check Date.: 12/02/22		Vendor I.D.: FRO02 (FRONTIER)							
C21129-	TELEPHONE SERVICES FOR 559.693.2051	11/29/22 12/02/22	12-22 06-23	A	100 39025		326.16	.00	326.16
Check #.: 053777 Check Date.: 12/02/22		Vendor I.D.: FRO03 (FRONTIER)							
C21130-	TELEPHONE SERVICES FOR 559.693.2407	11/30/22 12/02/22	12-22 06-23	A	100 39025		61.61	.00	61.61
C21202-	TELEPHONES SERVICES FOR 559.693.2407	12/02/22 12/02/22	12-22 06-23	A	100 39025		75.68	.00	75.68
** Vendor's Subtotal ----->							137.29	.00	137.29

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L	Account	No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal							
Check #.: 053778 Check Date.: 12/02/22		Vendor I.D.: FRO04 (FRONTIER)								
C21130-	TELEPHONE SERVICES FOR 559.693.2509	11/30/22 12/02/22	12-22 06-23	A	100	39025		59.62	.00	59.62
Check #.: 053779 Check Date.: 12/02/22		Vendor I.D.: FRO05 (FRONTIER)								
C21130-	TELEPHONE SERVICES FOR 559.693.0082	11/30/22 12/02/22	12-22 06-23	A	100	39025		349.52	.00	349.52
C21202-	TELEPHONE SERVICES FOR 559.693.0082	12/02/22 12/02/22	12-22 06-23	A	100	39025		363.59	.00	363.59
** Vendor's Subtotal ----->								713.11	.00	713.11
Check #.: 053780 Check Date.: 12/02/22		Vendor I.D.: GOU01 (GOUVEIA ENGINEERING INC)								
13792-	PROJECT: 320.01 PLANNING GENERAL	11/23/22 12/02/22	12-22 06-23	A	100	39025		1883.44	.00	1883.44
13793-	PROJECT: 325.01 PUBLIC WORKS GENERAL	11/23/22 12/02/22	12-22 06-23	A	100	39025		471.19	.00	471.19
13794-	PROJECT: 34006-02B WELLS 4 & 6 TASK 2	11/23/22 12/02/22	12-22 06-23	A	100	39025		150.00	.00	150.00
13795-	PROJECT: 340.06-12 WATER SUPPLY IMPROVMNTS TASK 12	11/23/22 12/02/22	12-22 06-23	A	100	39025		2175.00	.00	2175.00
13797-	PROJECT: 345.01 STREETS MISCELLANEOUS	11/23/22 12/02/22	12-22 06-23	A	100	39025		78.75	.00	78.75
13798-	PROJECT: 345.09C CML-5245(018) SJ SIDEWALK/BIKE	11/23/22 12/02/22	12-22 06-23	A	100	39025		1563.25	.00	1563.25
13799-	PROJECT: 345.11D RSTPCML-5245(019)SUTTER AVE PAVNG	11/23/22 12/02/22	12-22 06-23	A	100	39025		1671.08	.00	1671.08
13800-	PROJECT: 395.13 HSIP APPLICATIONS	11/23/22 12/02/22	12-22 06-23	A	100	39025		1694.81	.00	1694.81
13807-	PROJECT: 340.01 WATER GENERAL	11/23/22 12/02/22	12-22 06-23	A	100	39025		308.00	.00	308.00
** Vendor's Subtotal ----->								9995.52	.00	9995.52
Check #.: 053781 Check Date.: 12/02/22		Vendor I.D.: HARR1 (HARRALSON MACHINE WORKS)								
52309-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		1072.72	.00	1072.72
52405-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		152.98	.00	152.98
30090970-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		19.38	.00	19.38
30090977-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		19.38	.00	19.38
30091351-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		11.86	.00	11.86
30091365-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		39.94	.00	39.94
30091422-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		49.84	.00	49.84
30091433-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		10.15	.00	10.15
30091488-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		26.77	.00	26.77
30091518-	PURCHASE SUPPLIES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025		31.25	.00	31.25
** Vendor's Subtotal ----->								1434.27	.00	1434.27
Check #.: 053782 Check Date.: 12/02/22		Vendor I.D.: IMA00 (IMAGE 2000)								
559575-	INVOICE FOR OCTOBER 2022 FOR COST PER COPY	11/29/22 12/02/22	12-22 06-23	A	100	39025		181.24	.00	181.24
Check #.: 053783 Check Date.: 12/02/22		Vendor I.D.: J.C00 (J. COLIN COMPUTING SYSTEMS, INC.)								
37231-	PROFESSIONAL SUPPORT SERVICES FOR CITY HALL	12/02/22 12/02/22	12-22 06-23	A	100	39025		105.45	.00	105.45
37252-	PROFESSIONAL SUPPORT SERVICES FOR CITY HALL	12/02/22 12/02/22	12-22 06-23	A	100	39025		153.60	.00	153.60
37271-	PROFESSIONAL SUPPORT SERVICES FOR CITY HALL	12/02/22 12/02/22	12-22 06-23	A	100	39025		349.97	.00	349.97
37305-	PROFESSIONAL SUPPORT SERVICES FOR CITY HALL	12/02/22 12/02/22	12-22 06-23	A	100	39025		567.15	.00	567.15
** Vendor's Subtotal ----->								1176.17	.00	1176.17

		Invoice Date	Actual Period				Discount	Gross	Discount	Net
Invoice No	Description	Due Date	Fiscal	Tm	G/L	Account No	Amount	Amount	Amount	
Check #: 053784 Check Date.: 12/02/22		Vendor I.D.: JOR37 (JORGENSEN COMPANY)								
6035800-	ANSUL KIT SYSTEMSEMI ANNUAL SERVICES FOR VFW HALL	11/23/22	12-22	A	100	39025	218.71	.00	218.71	
6036512-	FIRE EXTINGUISHERS ANNUAL MAINTENANCE SERVICES	12/02/22	06-23							
		11/23/22	12-22	A	100	39025	700.49	.00	700.49	
		12/02/22	06-23							
** Vendor's Subtotal ----->							919.20	.00	919.20	
Check #: 053785 Check Date.: 12/02/22		Vendor I.D.: MET00 (METROPOLITAN TRANSPORTATION COMMISSION)								
JAR12785-	STREETSAVER ANNUAL SUBSCRIPTION FOR 2/1/23-1/31/24	11/29/22	12-22	A	100	39025	1000.00	.00	1000.00	
		12/02/22	06-23							
Check #: 053786 Check Date.: 12/02/22		Vendor I.D.: MID02 (MID VALLEY DISPOSAL INC,)								
XCT-2022-	CONTRACT SERVICES FOR SOLID WASTE FOR OCTOBER 2022	11/29/22	12-22	A	100	39025	19959.00	.00	19959.00	
		12/02/22	06-23							
Check #: 053787 Check Date.: 12/02/22		Vendor I.D.: MIT00 (MITEL)								
11667702-	TELEPHONE SERVICES FOR DECEMBER 2022	12/02/22	12-22	A	100	39025	271.53	.00	271.53	
		12/02/22	06-23							
Check #: 053788 Check Date.: 12/02/22		Vendor I.D.: MON01 (MONTROY LAW CORPORATION)								
EPT-2022-	PROFESSIONAL LEGAL SERVICES FOR SEPTEMBER 2022	11/29/22	12-22	A	100	39025	5187.00	.00	5187.00	
		12/02/22	06-23							
Check #: 053789 Check Date.: 12/02/22		Vendor I.D.: MOU00 (MOUNTAIN VALLEY PEST CONTROL)								
L3702977-	PEST CONTROL SERVICES FOR CITY FACILITIES	11/29/22	12-22	A	100	39025	275.00	.00	275.00	
		12/02/22	06-23							
Check #: 053790 Check Date.: 12/02/22		Vendor I.D.: NAT03 (NATIONAL UNION FIRE INSURANCE OF)								
DEC-2022-	LIFE INSURANCE	11/29/22	12-22	A	100	39025	109.40	.00	109.40	
		12/02/22	06-23							
Check #: 053791 Check Date.: 12/02/22		Vendor I.D.: OFF01 (ODP BUSINESS SOLUTIONS, LLC)								
14192001-	PURCHASE OFFICE SUPPLIES AND SUPPLIES	11/23/22	12-22	A	100	39025	1005.38	.00	1005.38	
		12/02/22	06-23							
24324001-	PURCHASE OFFICE SUPPLIES	11/23/22	12-22	A	100	39025	308.94	.00	308.94	
		12/02/22	06-23							
24328001-	PURCHASE OFFICE SUPPLIES	11/23/22	12-22	A	100	39025	28.82	.00	28.82	
		12/02/22	06-23							
** Vendor's Subtotal ----->							1343.14	.00	1343.14	
Check #: 053792 Check Date.: 12/02/22		Vendor I.D.: PGE00 (PGE)								
C21123-	UTILITIES SERVICES 23599 W. MANNING AVENUE	11/23/22	12-22	A	100	39025	26.28	.00	26.28	
		12/02/22	06-23							
Check #: 053793 Check Date.: 12/02/22		Vendor I.D.: PGE01 (PACIFIC GAS AND ELECTRIC)								
C21202-	UTILITIES SERVICES FOR CITY FACILITIES	12/02/22	12-22	A	100	39025	5471.08	.00	5471.08	
		12/02/22	06-23							
Check #: 053794 Check Date.: 12/02/22		Vendor I.D.: PGE04 (PGE)								
C21202-	UTILITIES SERVICES FOR 22394 W. MANNING AVENUE	12/02/22	12-22	A	100	39025	1031.95	.00	1031.95	
		12/02/22	06-23							

Invoice No	Description	Invoice Date	Actual Period	Tm	Discount		Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal		G/L	Account No			
Check #.: 053795 Check Date.: 12/02/22		Vendor I.D.: PGE05 (PGE)							
C21129-	UTILITIES SERVICES FOR 8599 EIGHTH STREET	11/29/22 12/02/22	12-22 06-23	A	100	39025	2792.80	.00	2792.80
Check #.: 053796 Check Date.: 12/02/22		Vendor I.D.: PGE07 (PGE)							
C21123-	UTILITIES SERVICES FOR 8751 MAIN STREET	11/23/22 12/02/22	12-22 06-23	A	100	39025	320.35	.00	320.35
Check #.: 053797 Check Date.: 12/02/22		Vendor I.D.: PGE09 (PGE)							
C21202-	UTILITIES SERVICES FOR 22001 W. MANNING AVENUE	12/02/22 12/02/22	12-22 06-23	A	100	39025	739.15	.00	739.15
Check #.: 053798 Check Date.: 12/02/22		Vendor I.D.: PUR02 (PURCHASE POWER)							
C21202-	PURCHASE FUNDSFOR POSTAGE METER	12/02/22 12/02/22	12-22 06-23	A	100	39025	2020.99	.00	2020.99
Check #.: 053799 Check Date.: 12/02/22		Vendor I.D.: RIN00 (RINCON CONSULTANTS, INC.)							
43462-	PROFESSIONAL PLANNING SERVICES	11/23/22 12/02/22	12-22 06-23	A	100	39025	1092.00	.00	1092.00
43463-	PROFESSIONAL PLANNING SERVICES	11/23/22 12/02/22	12-22 06-23	A	100	39025	1154.50	.00	1154.50
43464-	PROFESSIONAL PLANNING SERVICES	11/23/22 12/02/22	12-22 06-23	A	100	39025	624.00	.00	624.00
** Vendor's Subtotal ----->							2870.50	.00	2870.50
Check #.: 053800 Check Date.: 12/02/22		Vendor I.D.: SAN02 (SAN JOAQUIN VALLEY AIR)							
C342482-	22/23 ANNUAL PERMITS TO OPERATE AT 21960 RAILROAD	11/29/22 12/02/22	12-22 06-23	A	100	39025	143.00	.00	143.00
Check #.: 053801 Check Date.: 12/02/22		Vendor I.D.: SEB03 (SEBASTIAN)							
10729187-	SECURITY ALARM FOR CITY HALL	11/29/22 12/02/22	12-22 06-23	A	100	39025	49.95	.00	49.95
10733113-	SECURITY ALARM FOR CITY HALL	12/02/22 12/02/22	12-22 06-23	A	100	39025	49.95	.00	49.95
** Vendor's Subtotal ----->							99.90	.00	99.90
Check #.: 053802 Check Date.: 12/02/22		Vendor I.D.: SEB05 (SEBASTIAN)							
10728729-	HIGH SPEED INTERNET AT CITY HALL	11/29/22 12/02/22	12-22 06-23	A	100	39025	79.95	.00	79.95
10734002-	HIGH SPEED INTERNET FOR CITY HALL	12/02/22 12/02/22	12-22 06-23	A	100	39025	79.95	.00	79.95
** Vendor's Subtotal ----->							159.90	.00	159.90
Check #.: 053803 Check Date.: 12/02/22		Vendor I.D.: SEB06 (SEBASTIAN)							
10731574-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ PW DEPT	12/02/22 12/02/22	12-22 06-23	A	100	39025	129.90	.00	129.90
07272.94-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ PW	11/29/22 12/02/22	12-22 06-23	A	100	39025	129.90	.00	129.90
** Vendor's Subtotal ----->							259.80	.00	259.80

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L	Account No	Discount Amount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal							
Check #.: 053804 Check Date.: 12/02/22		Vendor I.D.: SEB07 (SEBASTIAN)								
10727950-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ VFW HALL	11/29/22	12-22	A	100	39025		79.95	.00	79.95
		12/02/22	06-23							
10731684-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ VFW HALL	12/02/22	12-22	A	100	39025		79.95	.00	79.95
		12/02/22	06-23							
** Vendor's Subtotal ----->								159.90	.00	159.90
Check #.: 053805 Check Date.: 12/02/22		Vendor I.D.: SEB08 (SEBASTIAN)								
10727609-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ CC	11/29/22	12-22	A	100	39025		79.95	.00	79.95
		12/02/22	06-23							
10731337-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ CC	12/02/22	12-22	A	100	39025		79.95	.00	79.95
		12/02/22	06-23							
** Vendor's Subtotal ----->								159.90	.00	159.90
Check #.: 053806 Check Date.: 12/02/22		Vendor I.D.: SEB09 (SEBASTIAN)								
10727916-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ SC	11/30/22	12-22	A	100	39025		109.80	.00	109.80
		12/02/22	06-23							
10734013-	WIRELESS BROADBAND/HIGH SPEED INTERNET @ SC	12/02/22	12-22	A	100	39025		109.80	.00	109.80
		12/02/22	06-23							
** Vendor's Subtotal ----->								219.60	.00	219.60
Check #.: 053807 Check Date.: 12/02/22		Vendor I.D.: SPA00 (SPARKLETTES)								
79102822-	DRINKING WATER FOR PUBLIC WORKS DEPARTMENTS	11/29/22	12-22	A	100	39025		104.40	.00	104.40
		12/02/22	06-23							
Check #.: 053808 Check Date.: 12/02/22		Vendor I.D.: STA04 (STANDARD INSURANCE COMPANY)								
DEC-2022-	LIFE INSURANCES	12/02/22	12-22	A	100	39025		286.61	.00	286.61
		12/02/22	06-23							
Check #.: 053809 Check Date.: 12/02/22		Vendor I.D.: SUP02 (SUPERIOR POOL PRODUCTS, LLC)								
Q2021481-	PURCHASE SUPPLIES FOR WATER DEPARTMENT	11/23/22	12-22	A	100	39025		2260.73	.00	2260.73
		12/02/22	06-23							
Check #.: 053810 Check Date.: 12/02/22		Vendor I.D.: THE05 (THE COUNTY OF FRESNO)								
OCT-2022-	SURCHARGES FOR OCTOBER 2022	11/29/22	12-22	A	100	39025		10.00	.00	10.00
		12/02/22	06-23							
Check #.: 053811 Check Date.: 12/02/22		Vendor I.D.: THY01 (TK ELEVATOR CORPORATION)								
C21130-	ANNUAL INSPECTION ON HANDICAPP ELEVATOR @ VFW HALL	11/30/22	12-22	A	100	39025		1314.38	.00	1314.38
		12/02/22	06-23							
Check #.: 053812 Check Date.: 12/02/22		Vendor I.D.: TSA01 (TSA CONSULTING GROUP)								
C21129-	PAYROLL PERIOD 11/18/22 DEDUCTION FOR RETIREMENT	11/29/22	12-22	A	100	39025		250.00	.00	250.00
		12/02/22	06-23							
C21130-	PAYROLL PERIOD 11/14/22 DEDUCTION FOR RETIREMENT	11/30/22	12-22	A	100	39025		250.00	.00	250.00
		12/02/22	06-23							
C21202-	PAYROLL PERIOD 12/2/22 DEDUCTION FOR RETIREMENT	12/02/22	12-22	A	100	39025		250.00	.00	250.00
		12/02/22	06-23							
** Vendor's Subtotal ----->								750.00	.00	750.00

Invoice No	Description	Invoice Date	Actual Period	Tm	Discount		Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal		G/L	Account No			
Check #: 053813 Check Date.: 12/02/22		Vendor I.D.: TUR02 (TURBO DATA SYSTEMS, INC)							
38888-	PROFESSIONAL SERVICES FOR CITATIONS	11/29/22 12/02/22	12-22 06-23	A	100	39025	247.00	.00	247.00
Check #: 053814 Check Date.: 12/02/22		Vendor I.D.: UNI08 (UNIFIRST CORPORATION)							
20441885-	UNIFORMS SERVICES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025	124.13	.00	124.13
20445588-	UNIFORMS SERVICES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025	124.13	.00	124.13
20446840-	UNIFORMS SERVICES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025	124.13	.00	124.13
20448073-	UNIFORMS SERVICES FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025	124.13	.00	124.13
20449313-	UNIFORMS FOR PUBLIC WORKS DEPARTMENTS	12/02/22	12-22	A	100	39025	124.13	.00	124.13
20450556-	UNIFORMS SERVICES FOR PUBLIC WORKS DEPARTMENTS	12/02/22	12-22	A	100	39025	124.13	.00	124.13
** Vendor's Subtotal ----->							744.78	.00	744.78
Check #: 053815 Check Date.: 12/02/22		Vendor I.D.: VALG (VALLEY TRACTOR PULLERS ASSOCIATION)							
1176-	SLED SERVICES FOR SAN JOAQUIN FALL FEST TRACTOR	12/02/22	12-22	A	100	39025	2500.00	.00	2500.00
Check #: 053816 Check Date.: 12/02/22		Vendor I.D.: VER03 (VERIZON WIRELESS)							
18884342-	WIRELESS CELLPHONES FOR STAFF AND COUNCIL MEMBERS	11/30/22 12/02/22	12-22 06-23	A	100	39025	774.97	.00	774.97
21267721-	WIRELESS CELLPHONES FOR STAFF AND COUNCIL MEMBERS	12/02/22	12-22	A	100	39025	891.21	.00	891.21
** Vendor's Subtotal ----->							1666.18	.00	1666.18
Check #: 053817 Check Date.: 12/02/22		Vendor I.D.: WEST1 (WEST HILLS OIL)							
252790-	PURCHASE GASOLINE FOR PUBLIC WORKS DEPARTMENTS	11/29/22 12/02/22	12-22 06-23	A	100	39025	1048.25	.00	1048.25
252995-	PURCHASE GASOLINE AND DIESEL FOR PUBLIC WORKS DEPT	11/23/22 12/02/22	12-22 06-23	A	100	39025	1166.41	.00	1166.41
** Vendor's Subtotal ----->							2214.66	.00	2214.66
** Total Checks Paid ----->							162715.30	.00	162715.30

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
100 20000	49607.83	49607.83	GENERAL FUND	Accounts Payable	
105 20000	20933.57	70541.40	REFUSE-COMMERCI	Accounts Payable	
200 20000	19.50	70560.90	MEASURE "C" ADA	Accounts Payable	
201 20000	919.19	71480.09	MEAS C/STREET	Accounts Payable	
202 20000	856.09	72336.18	MEAS C/FLEX	Accounts Payable	
205 20000	4206.25	76542.43	GAS TAX	Accounts Payable	
206 20000	200.00	76742.43	GAS TAX 2032	Accounts Payable	
210 20000	769.05	77511.48	LTF STRTS/ROADS	Accounts Payable	
221 20000	8333.33	85844.81	AB 1913/COPS	Accounts Payable	
280 20000	313.90	86158.71	LANDSCAPE MAINT	Accounts Payable	
500 20000	22792.29	108951.00	WATER	Accounts Payable	
510 20000	22497.85	131448.85	SEWER	Accounts Payable	
848 20000	2325.00	133773.85	DWSRF 1010034	Accounts Payable	
859 20000	1671.08	135444.93	CML-5245(019)	Accounts Payable	
864 20000	4400.00	139844.93	19-CDBG-12917	Accounts Payable	
867 20000	1250.00	141094.93	BUSINESS ASSIST	Accounts Payable	
870 20000	1000.00	142094.93	CDBG-CV1-00026	Accounts Payable	
871 20000	19057.12	161152.05	PUB SAFETY \$2M	Accounts Payable	
872 20000	1563.25	162715.30	CML5245 CONSTRU	Accounts Payable	
999 10110	-162715.30	.00	CASH CLEARING	Cash-Checking/United	
Ctr G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
210 100 20000	280.70	280.70	GENERAL FUND	Accounts Payable	
215 100 20000	2804.15	3084.85	GENERAL FUND	Accounts Payable	

REPORT TO MAYOR AND COUNCIL
January 9, 2023, Council Meeting

TO: Mayor and Councilmembers

FROM: Elizabeth Nunez, City Manager

SUBJECT: Remote City Council Meetings under New Brown Act Requirements (AB 361)

RECOMMENDATION:

That City Council adopt a Resolution Authorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of Thirty Days.

Discussion:

On September 16, 2021, Governor Gavin Newsom signed AB 361 into law. AB 361 amends the Brown Act to allow for remote public meetings without having to comply with standard provisions and restrictions for remote meetings under the Brown. AB 361 temporarily writes into the Brown Act some remote meeting requirements the City has already met and implemented under the Governor's prior Executive Orders issued during the COVID-19 pandemic. AB 361 includes additional requirements in the form of an initial authorizing resolution (effective for up to 30 days) and subsequent resolutions to extend the use of remote meetings for additional periods of 30 days thereafter. The bill included an urgency provision making the law immediately effective upon signature by the Governor.

If the City Council wishes to continue to utilize remote meetings under AB 361, the City Council needs to adopt a reauthorizing resolution such as that attached to this staff report.

RESOLUTION NO. 2023-01

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 December 6, 2022, the City Council adopted Resolution No. 2022-59 Authorizing Remote Teleconference Meetings by the City Council and all Boards, Commissions, and Standing Committees of the City in Accordance With Assembly Bill 361; and

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, on January 3, 2023, the Fresno County Board of Supervisors declared a state of emergency regarding the lack of beds at area hospitals; 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 9th day of January, 2023 and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Julia Hernandez, Mayor

ATTEST:

Lupe Estrada, City Clerk

STAFF REPORT TO COUNCIL

January 5, 2023

TO: Mayor and Council

FROM: Elizabeth Nunez, City Manager

SUBJECT: Consideration of Reasonable Accommodations Policy for City meetings subject to the Brown Act

Recommendation:

Approve Reasonable Accommodations Policy for City meetings subject to the Brown Act to comply with Assembly Bill No. 2449

Executive Summary

On September 13, 2022 Assembly Bill No. 2449 was approved by Governor Newsom, amending, repealing, and adding sections 54953 and 54954.2 of the Government Code, relating to local government. Effective January 1, 2023, Government Code Section 54953(g) requires that all public agencies have and implement a procedure for receiving and swiftly resolving reasonable accommodation requests for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. Requests may be made by any individual that participates or conducts the meeting, including members of the public, staff, and members of the legislative body.

Accommodations can be made for individuals with visual, audio or mobility impairments. The policy which will go into effect upon adoption, outlines available accommodations in addition to the process to follow to request special accommodations. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. Note that an accommodation will be considered to be unreasonable and will not be provided if it imposes undue financial or administrative burdens on the City, or requires a fundamental alteration in the nature of a program. If a particular accommodation is unreasonable, the City will offer an alternative accommodation that is reasonable.

The Reasonable Accommodations Policy will be under further review to ensure the City includes as many feasible accommodations without posing a financial or administrative burden. If additional options including resources or equipment are identified this policy will be brought back to City Council for consideration.

CITY OF SAN JOAQUIN

REASONABLE ACCOMMODATIONS POLICY FOR CITY MEETINGS SUBJECT TO THE BROWN ACT

Effective January 1, 2023, Government Code Section 54953(g) requires that all public agencies have and implement a procedure for receiving and swiftly resolving reasonable accommodation requests for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. Requests may be made by any individual that participates or conducts the meeting, including members of the public, staff, and members of the legislative body.

Readily Available Accommodations

Any of the following accommodations can be provided for a publicly-noticed City meeting or meetings open to the public:

- Agendas and staff reports: Upon request, any agendas or staff reports can be made available in appropriate alternative formats to persons with a disability, including hyperlinks where appropriate so that the user can access the linked information.
- For individuals with hearing loss: Upon request, accommodations can include the following:
 - Qualified interpreters on-site or through video remote interpreting (VRI) services;
 - Assistive listening devices;
 - Voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices;
- For individuals with visual impairments: Upon request, accommodations can include the following:
 - Qualified readers;
 - Audio recordings;
 - Optical readers;
 - Large print materials; and

Note that electronic agendas are available on the City's website at WWW.CITYOFSANJOAQUIN.ORG in pdf format, which should be compatible with the screen readers that are commonly used by those who are visually impaired.

- For individuals with mobility impairments: Upon request, accommodations can include the following:
 - ADA accessible facilities, including ramps and elevators (if needed), to access Council chambers or other locations where public meetings are being held;
 - Closed circuit broadcast/Zoom/Teams/telephone access.

Process for Other Accommodations

Individuals who are deaf or hard of hearing, who are blind or have low vision, have mobility impairments, or have any other disability, may also request accommodations other than those readily available using the process outlined below. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. Note that an accommodation will be considered to be unreasonable and will not be provided if it imposes undue financial or administrative burdens on the City, or requires a fundamental alteration in the nature of a program. If a particular accommodation is unreasonable, the City will offer an alternative accommodation that is reasonable.

Process to request an additional accommodation: A request for an accommodation other than those listed above may be made as follows:

1. Make the request for the accommodation as soon as you can, preferably before the meeting you wish to attend, or at the meeting itself if necessary. The sooner the request is made, the more likely it is that the City can provide the additional accommodation or an alternative. You can make this request yourself, or someone can make it on your behalf with your permission.
2. Make the request orally or in writing, and submit it to the City Clerk or to the City Manager so as to avoid delay in reviewing and processing the request. Requests can be made at either the following email address or mailing address:

Email Address: LUPEE@CITYOFSANJOAQUIN.ORG

Phone Number: (559)693-4311

3. The request for an accommodation must provide the following information:
 - (a) *Identify the proposed accommodation.* Tell us the type of accommodation you are seeking, and how the accommodation will allow you to access and participate in the meeting. The specific impairment does not need to be disclosed. Instead, a general statement of explanation of the type of need will suffice. A letter from a physician that the requested accommodation is required for you to access and participate in the meeting can also be submitted, but is not required.
 - (b) *Contact information.* Provide current contact information so we can respond in a timely manner. This can be a mailing address, an email address, or telephone

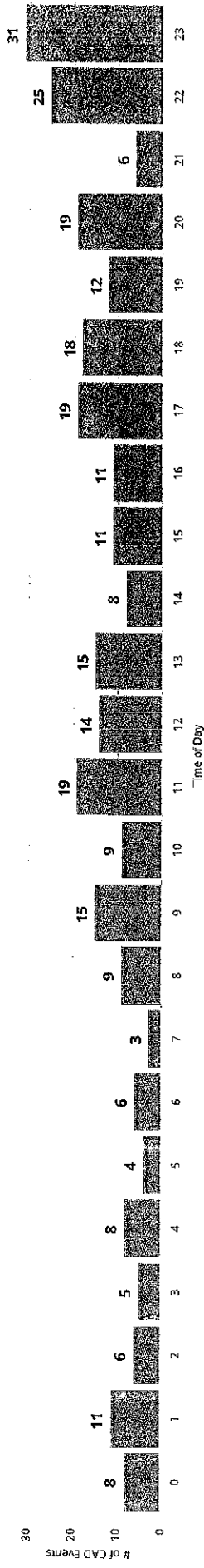
number, for example. Note that if only a mailing address is provided, you need to make the request early enough that a mailed response can be timely provided.

- (c) *Identify the meeting where the additional accommodation is requested.* Specify the specific meeting(s) where the accommodation is requested.

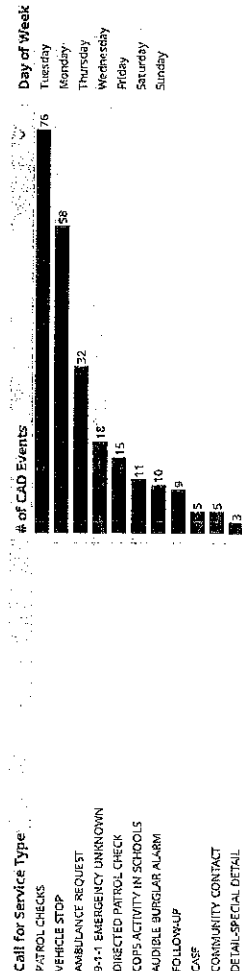
Procedures for City Staff: Once City staff have received a request for an additional accommodation, the following procedures will apply:

1. Any City staff member who receives, or believes they may have received, an accommodation request will promptly relay the request and the requestor's contact information to the City Clerk and City Manager.
2. The City Attorney may be requested to assist in the review of requests, and assist staff in providing a response to the requestor as soon as practicable.
3. All responses to written reasonable requests for additional accommodation shall be provided in writing, if the request was made sufficiently in advance such that a written response can be transmitted in a timely manner prior to the start of the specific meeting. Otherwise, City staff will provide an oral response if the requestor has provided sufficient contact information. Responses will identify whether the accommodation is granted or granted in the alternative, and will provide any instructions necessary for the accommodation to be accessed. If an additional accommodation request is denied, the response will identify the grounds for denial. City staff will document requests and responses provided orally.
4. Any doubt regarding whether a request is reasonable and feasible should be resolved in favor of accommodations. Staff will make reasonable efforts to communicate with requestors to obtain clarifications or to discuss whether alternative accommodations will be viable.

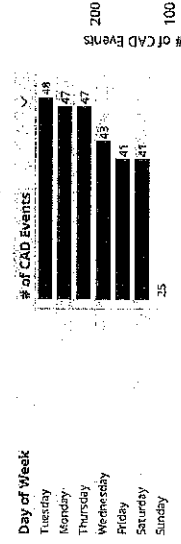
Calls for Service - Per Hour



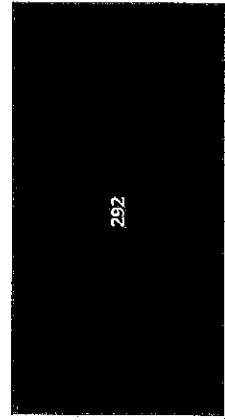
Calls for Service - Type



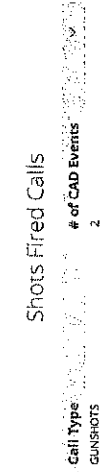
Calls for Service - By Day



Total Calls for Service



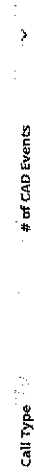
Shots Fired Calls



Total Reports



Traffic Accidents



No Rows To Show

STAFF REPORT TO CITY COUNCIL

January 9, 2023

TO: City Council

FROM: Elizabeth Nunez, City Manager

SUBJECT: Public Hearing: Zoning Ordinance Text Amendments- Electric Vehicle Charging Stations

Recommendation:

It is recommended that the City Council conduct the public hearing, waive the full reading, and introduce Ordinance Amending Section 154.259 of Chapter 154 of the San Joaquin Municipal Code Relating to Electric Vehicle Parking Standards in accordance with Assembly Bill 1236 and Assembly Bill 970.

Executive Summary

The City Council sitting as the Planning Commission reviewed these amendments at their December 6, 2022, public hearing, and recommended approval of these amendments. The proposed Zoning Ordinance Text Amendments are City-initiated amendments to update electric vehicle charging station standards to expedite and streamline the permitting process for electric vehicle charging stations to comply with state law. Staff is proposing to add regulations to section 154.129 of the Zoning Ordinance to be consistent with Cal. Gov't Code § 65850.7 and § 65850.71. This includes adding language for the application and reviewing process, definitions clearly defining new electric vehicle terms, and electric vehicle parking requirements. New language in the proposed ordinance is underlined and deletions are in strikethrough.

CEQA Determination

The proposed Text Amendment is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines. Section 15061 states that CEQA applies only to projects that have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment the activity is not subject to CEQA. The proposed regulations would qualitatively reduce existing impacts to the environment as compared to the existing environmental baseline that would otherwise allow such uses. As such, there is no possibility that the project would have a potential for causing a significant effect on the environment, and a finding under CEQA Guidelines Section 15061(b)(3) is appropriate.

Background

Assembly Bill 1236 amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. Additionally, Assembly Bill 970, requires local

agencies, including charter cities, to deem an application complete and approved within a certain timeframe if all requirements are met. The amendments to Section 65850.7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review. The City Planning Commission reviewed and recommended approval of this amendment at their December 6, 2023, hearing.

General Plan Consistency

The City of San Joaquin General Plan Land Use Element guides the city's long-range growth and development policy; it establishes citywide standards, goals, and policies, implemented through the City's zoning ordinances and other pertinent programs. The proposed zoning code amendment is consistent with the General Plan Objective CIR 2.6, as it provides additional regulations, to reduce GHG emissions to achieve air quality standards. The proposed zoning code amendments will not create any inconsistencies in the General Plan.

Zoning Ordinance Consistency (SJMC Chapter 154.259)

Pursuant to SJMC Section 154.259 Electric Vehicle Charging Stations, electric vehicle charging station proposals must be expedited through a streamlined permitting process. Electric Vehicle charging stations must also comply with the California Building Code requirements. The proposed ordinance amendments provide additional details and requirements consistent with Government Code Section 65850.7 and 65850.71 to clarify and add additional processing requirements to further expedite and streamline electric vehicle charging stations.

Required Determinations:

The proposed text amendments have been found to be consistent with the City General Plan, that the change will improve the health, safety, and welfare of the community and will not have an adverse impact on the environment.

Attachments:

- 1) Planning Commission resolution recommending approval to City Council
- 2) Ordinance

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- 1) Planning Commission resolution recommending approval to City Council
- 2) Ordinance

ORDINANCE NO. 2023-101

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN
JOAQUIN AMENDING SECTION 154.259 OF CHAPTER 154 OF THE
SAN JOAQUIN MUNICIPAL CODE RELATING TO ELECTRIC
VEHICLE PARKING STANDARDS**

The City Council of the City of San Joaquin does ordain as follows:

SECTION 1. Section 154.259 of the San Joaquin Municipal Code is amended to read as follows:

SECTION 154.259 ELECTRIC VEHICLE CHARGING STATIONS

(A) Consistent with Cal. Gov't Code § 65850.7 and § 65850.71, as amended, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations and adopt a checklist of all requirements which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research.

(B) The city's adopted checklist, application form, and any associated documents required for application approval shall be published on the city's website.

(C) Electrical vehicle charging stations shall meet the following requirements:

(1) Electric vehicle charging station equipment shall meet the requirements of the Cal. Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a municipal electric utility company regarding safety and reliability.

(2) Installation of electric vehicle charging stations and associated wiring, bonding disconnecting means, and overcurrent protective devices shall meet the requirements of Cal. Electrical Code Art. 625 and all applicable provisions of the Cal. Electrical Code.

(3) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the Cal. Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(4) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the Cal. Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

(5) All electric vehicle charging stations shall meet all applicable health and safety standards and requirements, including but not limited to any requirements imposed by the state and the City, local fire department and utility director, the California Building Code,

City of San Joaquin Municipal Code, and Federal laws including the Americans with Disabilities Act.

(D) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

(E) Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

(F) The Building Official shall implement an administrative review process to expedite approval of electric vehicle charging stations. Review of a complete permit application shall be limited to the Building Official's review of whether it meets all health and safety requirements of local, state and federal law. Local law requirements shall be limited to those standards and regulations necessary to ensure there is no specific, adverse impact on public health or safety by the proposed installation.

(G) A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7 and 65850.71, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(H) It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a use permit.

(I) In the technical review of a charging station, consistent with Government Code Section 65850.7 and 65850.71, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

(J) *Electric Vehicle Definitions.*

(1) *Automatic Load Management Systems (ALMS).* A control system which allows multiple EV chargers or EV-Ready electric vehicle outlets to share a circuit or panel and automatically reduce power at each charger, providing the opportunity to reduce electrical infrastructure costs and/or provide demand response capability. ALMS systems must be designed to deliver at least 1.4kW per charger to each EV Capable, EV Ready, or EVCS space served by ALMS. The connected amperage on-site shall not be lower than the required connected amperage per Part 11, 2019 California Green Building Code for the relevant building types.

(2) *Electric Vehicle Capable Space.* A parking space linked to a listed electrical panel with sufficient capacity to provide at least 208/240 volts and 40 amperes to the parking space. Raceways linking the electrical panel and parking space only need to be installed in spaces that will be inaccessible in the future, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits. Raceways must be at least 1" in diameter and may be sized for multiple circuits as allowed by the California Electrical Code. The panel circuit directory shall identify the overcurrent protective device space(s) reserved for EV charging as "EV CAPABLE." Construction documents shall indicate future completion of raceway from the panel to the parking space, via the installed inaccessible raceways.

(3) *Electric Vehicle Charging Station (EVCS).* A parking space that includes installation of electric vehicle supply equipment (EVSE) with a minimum capacity of 30 amperes connected to a Level 2 EV Ready Space. EVCS installation may be used to satisfy a Level 2 EV Ready Space requirement.

(4) *Level 1 EV Ready Space.* A parking space served by a complete electric circuit with a minimum of 120-volt, 20-ampere capacity including electrical panel capacity, overprotection device, a minimum 1"-diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) EVSE.

(5) *Level 2 EV Ready Space.* A parking space served by a complete electric circuit with 208–240-volt, 40 ampere capacity including electrical panel capacity, overprotection device, a minimum 1"-diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) EVSE with a minimum output of 30 amperes.

(6) *Level 3 EV Ready Space.* A parking space served by a complete electric circuit with a minimum 400-volt capacity including electrical panel capacity, overprotection device, a minimum 1- diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space b) 400-volt EVSE.

(K) General Electric Vehicle Parking Requirements—All Vehicles

(1) All electric vehicle parking spaces required under this section, including electric vehicle charging stations, shall be counted toward the off-street parking required by Section

154.258 of this chapter and the accessible parking spaces, including electric vehicle charging spaces, shall be as required by the current California Building Code.

(2) Vehicle parking spaces required under this section, including electric vehicle charging stations, shall be clearly marked with both signage and pavement stencils, except in private garages associated with single-family, townhome, and Accessory Dwelling Unit uses.

(3) Parking spaces required under this section, including electric vehicle charging stations, shall meet the dimensional standards of Section 154.257 of this chapter. Electric vehicle charging equipment shall not reduce the size of the parking space.

(L) Electric Vehicle (EV) Parking Requirements for Residential Land Uses.

(1) For One- and two-family dwellings and townhouses with attached private garages, each new dwelling unit, install two Level 2 EV Ready Spaces. For dwelling units with only one parking space, install one Level 2 EV Ready Space.

(2) New Accessory Dwelling Units constructed on the lot are required to include the installation of two Level 2 EV Ready Spaces. For Accessory Dwelling Units with only one parking space, install one Level 2 EV Ready Space.

(3) For multifamily buildings with less than or equal to 20 dwelling units, one parking space per dwelling unit with parking shall be provided with a Level 2 EV Ready Space.

(4) When more than 20 multifamily dwelling units are constructed, 75% of the dwelling units with parking spaces shall be provided with at least one Level 2 EV Ready Space spaces capable of supporting future Electric Vehicle Supply Equipment (EVSE). Calculations for the required minimum number of Level 2 EV Ready spaces shall be rounded up to the nearest whole number. In addition, each remaining dwelling unit with parking space(s) shall be provided with at least a Level 2 EV Capable Circuit.

(5) Exceptions.

(i) Accessory Dwelling Units without additional parking facilities are not required to comply with Section 154.259 (L).

(ii) Spaces accessible only by automated mechanical car parking systems are excepted from providing EV charging infrastructure.

(M) Electric Vehicle Parking Requirements for Nonresidential Land Uses.

(1) Office buildings. In buildings designated primarily for office use, when 10 or more parking spaces are constructed, 20% of the available parking spaces on site shall be equipped with a Level 2 Electric Vehicle Charging Station (EVCS). An additional 30% shall be at least Level 2 EV Capable. Calculations for the required minimum number of spaces equipped with Level 2 EVCS, Level 2 EV Ready spaces and EV Capable spaces shall all be rounded up to the nearest whole number.

(2) Service stations. New and remodeled service stations shall be equipped with one Level 3 EVCS per every three fueling pumps. Calculations for the required minimum

number of spaces equipped with Level 3 EVCS shall all be rounded up to the nearest whole number.

(3) Other nonresidential buildings. In nonresidential buildings that are not designated primarily for office or gas station use, such as hotel, retail, industrial, or public and institutional uses, when 10 or more parking spaces are constructed, 15% of the available parking spaces on site shall be equipped with Level 2 EVCS. Calculations for the required minimum number of spaces equipped with Level 2 EVCS, Level 2 EV Ready spaces and EV Capable spaces shall all be rounded up to the nearest whole number.

(4) Exceptions:

(i) Institutional Uses. At the discretion of the zoning administrator, modified EV parking requirements may be permitted for institutional uses on a case-by-case basis if compelling reasons exist for reduced or modified EV parking, depending on the circumstances for the particular use.

(N) Electric Vehicle Parking Requirements for Mixed use developments shall comply with the applicable residential and nonresidential requirements specified above in accordance with the square footage and number of parking spaces by land use type.

(O) Technical requirements. Raceways for electric vehicle charging spaces are required to be installed at the time of construction and shall be installed prior to occupancy/operation in accordance with the California Electrical Code. Construction plans and specifications shall include, but are not limited to, the following:

(1) Type and location of the EVSE

(i) The raceway(s) shall originate at a service panel, or a subpanel(s) serving the area and shall terminate near the proposed location of the charging equipment and into listed suitable cabinet(s), box(es), enclosure(s) or equivalent.

(ii) Electrical calculations shall substantiate the design of the electrical system, to include the rating of equipment and any on-site distribution transformers and have sufficient capacity to simultaneously charge all required EVCS at its full rated amperage.

(iii) The service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.

(iv) Electric vehicle charging stations shall be equipped with electrical outlets, and may also be equipped with card readers, controls, connector devices and other equipment as necessary for use. Electric cords shall not cross a pathway. All such equipment shall comply with the Building Regulations in Title 24, including all applicable provisions of the California Green Building Standards Code pertaining to electric vehicle charging.

SECTION 2. CEQA. The proposed Text Amendment to the Zoning Ordinance is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines. Section 15061 states that CEQA applies only to projects that have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment the activity is not subject to CEQA.

SECTION 3. Severability. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 4. Posting. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of San Joaquin and shall cause this ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 5. Effective Date. This ordinance shall be effective thirty (30) days following its adoption.

(Clerk Certification on Next Page)

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of San Joaquin held on January 9, 2023, and was passed and adopted at a regular meeting of the City Council held on January __, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Lupe Estrada, Deputy City Clerk

Mayor, City of San Joaquin

January 3, 2023

Successor Agency
to the Redevelopment Agency
of the City of San Joaquin

Successor Agency Meeting
of January 3, 2023

RECOGNIZED OBLIGATION PAYMENT SCHEDULE

RECOMMENDATION:

It is recommended that the Successor Agency to the Redevelopment Agency of the City of San Joaquin take the following action:

- Adopt Successor Agency Resolution No. 2023- 02 adopting the Recognized Obligation Payment Schedule 23-24.

BACKGROUND:

The San Joaquin Redevelopment Agency (“Redevelopment Agency”) dissolved in 2012 following the statewide dissolution of California redevelopment agencies. Successor agencies are responsible for winding down former redevelopment agency obligations that began prior to dissolution. Funding for required obligations is requested on an annual basis through a Recognized Obligation Payment Schedule (“ROPS”). The ROPS is subject to approval by the Successor Agency Board, a Countywide Oversight Board, and California Department of Finance (“DOF”) pursuant to Health & Safety Code (“HSC”) Section 34177.

The ROPS requesting funding for July 1, 2023 through June 30, 2024 (“ROPS 23-24”) is due by February 1, 2023. The adopted ROPS 23-24 must be sent to DOF by February 1, 2023; if it is not transmitted on time, the Successor Agency may be subject to a penalty of \$10,000 per day.

Staff has prepared a resolution adopting the ROPS 23-24 for the Successor Agency Board’s consideration, which is attached to this staff report. If it is approved by the Successor Agency Board, staff will transmit it to a Countywide Oversight Board and DOF for review. With their approval, the County Auditor-Controller will be authorized to disperse property tax revenue to pay ROPS obligations due in the upcoming fiscal year.

ANALYSIS:

ROPS Detail

The ROPS has only one enforceable obligation: a Loan Agreement between the City and Redevelopment Agency dated February 11, 2010 (“City Loan”). The City loaned the former Redevelopment Agency \$2,788,814 to make debt service payments and keep the Redevelopment Agency functioning during the economic downturn following the Great Recession. The Successor Agency has been eligible to repay the City loan since it received a Finding of Completion from

DOF on March 8, 2013.

The City Loan was amended twice in 2014 to modify the repayment terms on the remaining principal amount of the loan that is allowed to be repaid pursuant to HSC Section 34191.4 (\$1,028,723). The City Loan has been repaid through the ROPS since fiscal year (“FY”) 2014-15. The total remaining loan balance at the beginning of the ROPS 23-24 period will be \$1,145,274 (with interest).

HSC Section 34191.4 sets a maximum annual loan repayment amount. The maximum amount for FY 2023-24 is half of the difference between the amounts of Residual Redevelopment Property Tax Trust Funds (“RPTTF”) distributed in FY 2022-23, less the amount distributed in FY 2012-13. The estimated maximum City Loan repayment for FY 2023-24 is approximately \$59,000:

$$\$325,479 - \$208,234 / 2 = \$58,623$$

At the time this staff report was prepared, the FY 2023-24 repayment amount could not be calculated because the amount of Residual RPTTF distributed in FY 2022-23 was not yet available. The ROPS 23-24 requests the total remaining loan balance of \$1,145,274 as a placeholder. The Successor Agency will coordinate with the Countywide Oversight Board and DOF to determine the permitted FY 2023-24 repayment after the January 2022 RPTTF distribution.

Cash Balance

The ROPS 23-24 includes a form to report the Successor Agency’s cash balances during the ROPS 20-21 period. The Successor Agency received \$27,053, which was spent to repay the City Loan, and had a \$7,830 available cash balance that was applied to make the City Loan repayment on the ROPS 20-21.

Administrative Budget

The administrative cost allowance for each fiscal year cannot exceed 50 percent of the total RPTTF funding distributed to pay enforceable obligations in the preceding fiscal year, less the administrative cost allowance and any loan repayments to the City or County. San Joaquin’s only enforceable obligation is a City Loan repayment, therefore DOF has determined that San Joaquin is ineligible for an administrative cost allowance.

HSC Section 34177(j) requires the Successor Agency to prepare an Administrative Budget and submit it to the Countywide Oversight Board for approval. However, since the Successor Agency is not eligible for an administrative cost allowance pursuant to the formula prescribed by law, no Administrative Budget has been prepared. The Successor Agency will incur administrative costs to prepare the ROPS and administer payments and the City is forced to cover these costs.

Countywide Oversight Board

The Countywide Oversight Board will consider the ROPS 23-24 at its January 19, 2023 meeting. The ROPS must be approved by the Oversight Board before it is submitted to DOF.

FISCAL IMPACT:

Adoption and transmittal of the ROPS are necessary to receive RPTTF to fund the Successor Agency's financial obligations from July 1, 2023 through June 30, 2024.

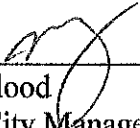
CONCLUSION:

This item is submitted for Successor Agency consideration and action. The Countywide Oversight Board will consider the ROPS 23-24 at their January 19, 2023 meeting.

Respectfully submitted,

Elizabeth Nunez
City Manager
City of San Joaquin

REVIEWED FOR FISCAL IMPACT:



Matthew Flood
Assistant City Manager

**APPROVED AS TO FORM, SUBSTANCE,
AND LEGALITY:**

Hilda Cantu Montoy
Legal Counsel

ATTACHMENTS:

1. Successor Agency Resolution No. 2023-01
2. San Joaquin ROPS 23-24



**SUCCESSOR AGENCY
OF THE
CITY OF SAN JOAQUIN**

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE SAN
JOAQUIN REDEVELOPMENT AGENCY APPROVING THE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE 23-24 FOR THE
JULY 2023 THROUGH JUNE 2024 PERIOD**

WHEREAS, the City of San Joaquin has elected to serve as the Successor Agency to the former San Joaquin Redevelopment Agency ("Successor Agency") in accordance with the Dissolution Act (enacted by Assembly Bill ("AB") x1 26, as amended by AB 1484 and Senate Bill ("SB") 107, and codified in the California Health and Safety Code); and

WHEREAS, among the duties of successor agencies under the Dissolution Act is the preparation of a Recognized Obligation Payment Schedule ("ROPS") for the ensuing twelve-month period for consideration by a countywide oversight board and the California Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

WHEREAS, the proposed ROPS 23-24 for the twelve-month period from July 1, 2023 through June 30, 2024, attached hereto as Exhibit "A", has been prepared and is consistent with the provisions of the Dissolution Act and in the format made available by DOF; and

WHEREAS, Health and Safety Code Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget and submit it to the Oversight Board for its approval; and

WHEREAS, the ROPS 23-24 does not include a proposed administrative cost allowance and therefore an administrative budget for Fiscal Year 2023-24 was not prepared; and

WHEREAS, the Dissolution Act requires that the proposed ROPS be approved by to the countywide Oversight Board, transmitted for review to the county auditor-controller, county executive officer, and DOF; and

WHEREAS, the Successor Agency desires to approve the ROPS 23-24 and transmit it to various parties as required by the Dissolution Act.

NOW, THEREFORE, the Successor Agency to the San Joaquin Redevelopment Agency does hereby resolve as follows:

Section 1. Recitals.

The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS.

The Successor Agency hereby approves and adopts the ROPS 23-24 covering the period of July 1, 2023 through June 30, 2024, in substantially the form attached hereto as Exhibit A, as required by the Dissolution Act.

Section 3. Posting; Transmittal of ROPS to Appropriate Agencies.

The City Manager is hereby authorized and directed to post a copy of the ROPS on the City's website and transmit a copy of the ROPS to the offices of the Fresno County Auditor-Controller and the Fresno County Executive Officer upon the Oversight Board's approval.

The foregoing resolution is hereby adopted this 9th day of January, 2023.

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

Julia Hernandez, MAYOR

ATTEST:

Lupe Estrada, CITY CLERK

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: San Joaquin

County: Fresno

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,145,274	\$ -	\$ 1,145,274
F RPTTF	1,145,274	-	1,145,274
G Administrative RPTTF	-	-	-
H Current Period Enforceable Obligations (A+E)	\$ 1,145,274	\$ -	\$ 1,145,274

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

San Joaquin
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	23-24A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	23-24B Total
2	Loan Agreement between City of San Joaquin and San Joaquin RDA	City/County Loan (Prior 06/28/11), Cash exchange	02/11/2010	06/30/2068	City of San Joaquin	Repay City of San Joaquin for Loan to Redevelopment Agency	San Joaquin Redevelopment Project Area	\$1,145,274	N	\$1,145,274	\$-	\$-	\$-	\$1,145,274	\$-	\$1,145,274	\$-	\$-	\$-	\$-	\$-	\$-
								1,145,274		\$1,145,274				1,145,274		\$1,145,274						\$-
																						\$-

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.									
A	B	C	D	E	F	G	H		
ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)		Fund Sources					Comments		
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF			
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin			
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.				7,830		G: Left over from FY 2017-18		
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller					27,053	H: Amount approved and distributed by DOF (confirmed in letter)		
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)				7,830	27,053	G: 80% contribution to the General Fund and 20% contribution to the Housing Asset Fund (Fund 475).		
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC			No entry required					
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-			

San Joaquin
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
2	

STAFF REPORT TO COUNCIL

January 9, 2023

TO: Mayor and Council

FROM: Matt Flood, Assistant City Manager/Finance Officer

SUBJECT: Approval of the CDBG Subrecipient Agreement with California Youth Outreach and the Lease of 22058 Railroad Avenue Suite "C" to Provide Those Services and Approval of the agreement between the City of San Joaquin and California Youth Outreach for Gang Prevention and Youth Outreach Program

Recommendation:

Council adopt Resolution No. 2023-03 approving the agreement with California Youth Outreach for the Lease of the building located at 22058 Railroad Avenue, Suite C and Resolution No. 2023-04 approving the California Development Block Grant 21-CDBG-NH-2001 Subrecipient Agreement between the City of San Joaquin and California Youth Outreach for Gang Prevention and Youth Outreach Program Services.

Executive Summary

The City Council is close to achieving a goal it has been working on for a significant amount of time by securing comprehensive services for our community's youth that will help them stay away from gangs.

The purpose of this item is to 1) approve an agreement with California Youth Outreach (CYO) that will allow the City to utilize Community Development Block Grant funding to pay for their services and 2) approve an agreement with CYO for the use of the building southeast of the Leo Cantu Community Center (22058 Railroad Avenue, Suite C) to provide those services.

The CDBG Subrecipient Agreement attached for Council consideration is a necessary step that this type of funding requires so that the City can use the funds to pay CYO for their services. Since this is federal funding, CYO will be required to comply with some reporting and other related requirements to ensure the funds are being used consistent with the initial reason the City qualified for and received these funds.

Due to CYO currently being contracted by the City to provide vital services to our community's youth, the straightforward agreement for the use of the small building at 22058 Railroad Avenue, Suite C (previously used as an infant daycare by the West Hills Community College District's Daycare Services) attached for Council consideration does not charge them rent and has a three-year term. Both CYO and the City have the option to provide a 30-day notice of termination for any reason.

RESOLUTION NO. 2023-03

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN JOAQUIN APPROVING THE AGREEMENT WITH CALIFORNIA
YOUTH OUTREACH FOR THE LEASE OF THE BUILDING LOCATED AT 22058
RAILROAD AVENUE, SUITE C.**

WHEREAS, the City Council of the City of San Joaquin is authorized and empowered to provide for the health and safety of the community; and

WHEREAS, the City has contracted with California Youth Outreach (CYO) for gang prevention and intervention services; and

WHEREAS, the City has a facility located at 22058 Railroad Avenue that can be used long-term for operational and activity purposes consistent with CYO's contracted purpose; and

WHEREAS, the City wishes to enter into an agreement specifying the terms and conditions of such a use, including what would be required of the City and CYO.

NOW THEREFORE the City Council of the City of San Joaquin resolves as follows:

1. The foregoing recitals are true and correct.
2. The Council approves the Agreement between the City of San Joaquin and California Youth Outreach for the Use of City Facilities for Gang Prevention and Youth Outreach Programs for the lease of the site known as 22058 Railroad Avenue, Suite C, attached herein as Exhibit A.
3. The City Manager is authorized to execute the Agreement.
4. This resolution is effective upon adoption.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of San Joaquin the 9th day of January 2023 and passed at said meeting with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Julia Hernandez, Mayor

ATTEST:

Lupe Estrada, City Clerk

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF SAN JOAQUIN AND CALIFORNIA YOUTH OUTREACH FOR THE USE OF CITY FACILITIES FOR GANG PREVENTION AND YOUTH OUTREACH PROGRAMS

This Agreement ("AGREEMENT") is made and entered on December 9, 2023 by and between the CITY OF SAN JOAQUIN ("CITY") and California Youth Outreach ("CYO").

RECITALS

- A. The CITY owns property at 22058 Railroad Street Suite C, San Joaquin, California 93660 hereafter "FACILITY."
- B. CYO offer services including Gang Prevention and Youth Outreach Programs.
- C. The CITY and CYO are committed to cooperate and collaborate to provide youth services in the CITY and wish to enter an agreement for the use of a City-owned facility in which to do so.
- D. The City Council has determined that it is in the best interest of the City to have CYO offer its services to CITY residents.
- E. The CITY and CYO would like to enter into this AGREEMENT for CYO's use of FACILITY for gang prevention and youth outreach program purposes.

AGREEMENT

Based on the above-referenced recitals which are made part of this AGREEMENT agree as follows:

- 1. FACILITY. The CITY shall make the FACILITY located at 22058 Railroad Street Suite C, San Joaquin, California available for gang prevention and youth outreach uses by CYO.
- 2. USE OF FACILITY. CYO shall use the FACILITY solely for gang prevention and youth outreach services and related function.
- 3. TERM AND TERMINATION. The term of this AGREEMENT shall be for three (3) years. Either party may terminate the AGREEMENT upon written thirty (30) days' notice.
- 4. RENT. CYO will be required to pay \$0.00 monthly for use of the FACILITY.
- 5. UTILITIES AND OTHER EXPENSES. CITY will provide service for water, sewer, electricity, gas, heat, cooling, rubbish, recycling, internet, and phone at no cost to CYO.

EXHIBIT A

CYO agrees to pay any and all charges for other utilities not provided or already installed by the CITY.

6. MAINTENANCE AND REPAIR.

A. CYO shall maintain the FACILITY in good and safe condition. CYO will be responsible to repair any damage arising from the negligence of CYO or its invitees or employees. If CYO notices any condition which could represent a safety hazard to occupants, employees, or the public it shall immediately notify the CITY.

B. CITY shall be responsible only for major maintenance and repair of the FACILITY for roofing, air conditioning, windows, major plumbing and/or structural repairs. The term "major maintenance and repair" shall mean any one item that exceeds \$500.00. The CITY has very limited finances. In the event a repair exceeds \$2,500.00, the CITY will meet and confer with CYO for sharing of the cost. If agreement cannot be reached by the parties, the CITY may terminate the AGREEMENT.

C. CITY will not be responsible for interior theft or vandalism of the FACILITY. CITY may repair any exterior vandalism not limited to physical damage, graffiti and similar items. However, CITY will not be responsible to repair any exterior vandalism where it is clearly determined that it has been caused by an invitee of CYO.

7. IMPROVEMENTS, REPAIRS, ALTERATIONS. CYO shall be responsible and pay for all tenant improvements. CYO shall have the right to install signs, fixtures, and decorations, including window coverings to improve the physical appearance, security and condition of FACILITY. Any work, repair, construction, tenant improvements, or alteration by CYO shall be submitted to CITY in writing for approval in writing; shall be at CYO's sole cost; and CYO shall hold CITY harmless from any cost charge, expense, or lien arising from or on account of such work. Upon termination of this AGREEMENT, CYO may remove its trade fixtures, but shall repair or pay for all repairs necessary for damage to FACILITY caused by the improvements or their removal. At CITY's discretion any upgrades or other structural changes made including wiring for internet shall be left intact. This paragraph shall not apply to CYO program equipment, materials, and supplies so long as the equipment is not affixed to the FACILITY.

8. COMPLIANCE WITH LAWS. CYO shall comply with all city, state, and federal laws, regulations, and requirements pertaining to the FACILITY and pertaining to program operations at the FACILITY.

A. **State Law Requirements for Fingerprinting:**

Compliance with Public Resource Code, Section 5164: Because CYO will provide services to minors and to the extent CYO and/or its agents, employees, and volunteers shall have supervisory or other authority over any minor under the age of 18, fingerprinting is required. CYO is required to ensure as follows:

- 1) Compliance with Public Resources Code Section 5164, namely, undergo a criminal background check before conducting performing any services on CITY premises.

EXHIBIT A

- 2) Evidence of compliance regarding all employees and volunteers shall be presented to City before this AGREEMENT is signed by CITY. Additionally, evidence of compliance shall be presented to CITY during the AGREEMENT Term for each new employee and volunteer before said new employee or volunteer commences performing under this AGREEMENT.
- 3) "Evidence of Compliance" under the terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164.
- 4) Failure of CYO to comply with provisions of this paragraph shall be grounds for termination of this AGREEMENT by the CITY.

9. INDEMNIFICATION.

A. CITY shall indemnify, save and hold harmless CYO, its officials, officers, agents, employees, and volunteers against any and all claims, cause of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to FACILITY, resulting from negligent acts or omissions of CITY, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event of any such claim is made, or suit filed, CYO shall give CITY prompt written notice thereof, and CITY shall have the right to defend or settle the same.

B. CYO shall indemnify, save and hold harmless CITY, its officials, officers, agents, employees, and volunteers against any and all claims, causes of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to FACILITY, resulting from negligent acts or omissions of CYO, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event any such claim is made, or suit filed, CITY shall give CYO prompt written notice thereof, and CYO shall have the right to defend or settle the same.

CYO shall provide each other a certificate of insurance naming CITY as a loss payee for any claims that may result during the term of this AGREEMENT.

10. DISCLAIMER OF CONDITION OF FACILITY. CITY makes no warranty or representation of any kind concerning the FACILITY or the fitness of FACILITY for CYO's intended use. CYO has inspected the FACILITY, knows and accepts its condition, waives any implied or express indemnity against CITY.

11. INSURANCE. CYO shall procure and maintain, at its sole cost for the duration of the AGREEMENT, insurance against claims for injuries to persons or damages to FACILITY which may arise from or in connection with CYO's operations and use of the leased FACILITY. CYO may at its sole cost maintain casualty insurance against loss, theft, or vandalism of its furniture, fixtures, and equipment.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the requirements attached to this AGREEMENT as EXHIBIT A.

12. MISCELLANEOUS PROVISIONS.

EXHIBIT A

A. This AGREEMENT shall not be assigned except with the express written approval of the parties.

B. This AGREEMENT may be amended only in writing duly approved and signed by both parties.

C. Any notice required or intended to be given to either party under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested addressed to the party to which notice is to be given at the party's address set forth in the signature page of this AGREEMENT or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

D. The waiver by either party of a breach by the other of any provision of this AGREEMENT shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this AGREEMENT. No provisions of this AGREEMENT may be waived unless in writing and signed by all parties to this AGREEMENT. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

E. If either party commences litigation against the other for breach of this AGREEMENT, the prevailing party shall be entitled to attorneys' fees.

F. Governing Law and Venue. This AGREEMENT shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this AGREEMENT and any rights and duties hereunder shall be Fresno County, California

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT at San Joaquin, California, the day and year first above written.

CITY OF SAN JOAQUIN

Elizabeth Nunez, City Manager

Date: _____

ATTEST:

EXHIBIT A

Lupe Estrada, City Clerk

California Youth Outreach

Christina Yee, Executive Director

Date: _____

EXHIBIT A

EXHIBIT "A" INSURANCE REQUIREMENTS

CYO AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS SPECIFIED BELOW

Workers' Compensation	General Liability	Auto Liability
Statutory Employer's Liability \$1,000,000	\$2,000,000 per occurrence \$4,000,000 general aggregate	 \$2,000,000 Combined Single Limit

CYO, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY SUBCONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.

RESOLUTION NO. 2023-04

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN JOAQUIN APPROVING THE COMMUNITY DEVELOPMENT BLOCK
GRANT 21-CDBG-NH-2001 SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF
SAN JOAQUIN AND CALIFORNIA YOUTH OUTREACH FOR GANG PREVENTION
AND YOUTH OUTREACH PROGRAM SERVICES.**

WHEREAS, the City Council of the City of San Joaquin is authorized and empowered to provide for the health and safety of the community; and

WHEREAS, in the last few years the community and its surrounding areas have experienced an increase in violent crimes due to gang activity; and

WHEREAS, the City Council of the City of San Joaquin, in conformance with its established purchasing policies, contracted California Youth Outreach (CYO) to provide services that will reduce the amount of gang participation by young community members; and

WHEREAS, the City wishes to continue receiving those services and has submitted for and been allocated funding as part of the Community Development Block Program (CDBG) so those services can be provided through a Subrecipient Agreement.

NOW THEREFORE the City Council of the City of San Joaquin resolves as follows:

1. The foregoing recitals are true and correct.
2. The Council approves the Subrecipient Agreement with California Youth Outreach (CYO) for Gang Prevention and Youth Outreach Program Services, attached herein as Exhibit A.
3. The City Manager is authorized to execute the Subrecipient Agreement.
4. This resolution is effective upon adoption.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of San Joaquin the 9th day of January 2023 and passed at said meeting with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Julia Hernandez, Mayor

ATTEST:

Lupe Estrada, City Clerk

EXHIBIT A

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF SAN JOAQUIN AND CALIFORNIA YOUTH OUTREACH FOR GANG PREVENTION AND YOUTH OUTREACH PROGRAM

THIS Agreement for Gang Prevention and Youth Outreach Program ("Agreement") entered January 9, 2023, by and between the City of San Joaquin, a municipal corporation (herein called the "Grantee") and California Youth Outreach, a California non-profit 501 (C) (3), (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Department issued a Notice of Funding Availability (NOFA) for Community Development Block Grant (CDBG) funds; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. FUNDING AVAILABILITY AND USE

A. Contingent on funding

The terms of this Agreement are valid and enforceable only to the extent to which funds are made available to the GRANTEE by the United States Government and the State of California for the purposes of the Community Development Block Grant Program.

B. Limitation on Use of Funds

Grant funds may be used by the SUBRECIPIENT only for the activities described in this Agreement and any properly executed amendment thereto. Funds found to have been expended improperly or for which sufficient documentation is not available shall be repaid by the SUBRECIPIENT to the GRANTEE.

C. Duplication of Benefits

In accordance with Section 312 of the Stafford Act, the SUBRECIPIENT will ensure that there is no duplication of benefits with any of the proposed funding as required by the Department. If a duplication of benefits is later found, a repayment of funds may be required.

II. SCOPE OF SERVICE

EXHIBIT A

A. Activities

The SUBRECIPIENT will be responsible for gang prevention and youth outreach program, as provided in the attached application attached hereto as Attachment A which is attached and incorporated by reference in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Program Delivery

Activity #1 Youth Services (05D) – See attachment A (grant application)

General Administration

The Subrecipient shall provide all CDBG Program-required financial oversight and grant reporting for the Public Service programs listed above to the Grantee, including all program-specific administrative, monitoring and reporting requirements specified in the CDBG Grant Management Manual and contract between the Grantee and the Department regarding this CDBG grant.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient warrants and assures that the services carried out under this Agreement will comply with the CDBG National Objective by benefiting low-and moderate-income persons and households.

Any programs administered by the Subrecipient pursuant to this Agreement will serve 100% low- and moderate-income limited clientele within the service area, which has been identified as within the city limits. The food distribution program will qualify on an "LMC" basis.

Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity #1: *Assistance to 100 unduplicated individuals*

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of

EXHIBIT A

time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

D. Reporting Requirements

Subrecipient agrees to provide quarterly financial status reports and annual performance reports per forms and instructions provided by the Grantee. Said reports shall include a statement indicating the expenses for which grant funds are being requested. In addition, Subrecipient shall submit, on an annual basis, no later than July 15th for the previous fiscal year ending June 30th, the following data for all non-duplicated individual served:

For activities serving a limited clientele, the following information will need to be obtained and provided on reports.

- 1) Name or identification number
- 2) Home address
- 3) Total household size
- 4) Annual gross income for household
- 5) % of area median income
- 6) Access to service/program
- 7) Hispanic (yes/no)
- 8) Race/ethnicity

For activities under the Area Benefit criteria, the public service must be offered to all residents of an area where at least 51 percent of the residents are LMI. The subrecipient will be required to provide a brief narrative of accomplishment and number of persons that were served.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on October 1, 2022 and end on August 30, 2025 which reflects the HCD issued Standard Agreement.

IV. BUDGET

Budget shall not exceed: \$344,858 as outlined in Attachment B which is attached and incorporated by reference.

Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

V. PAYMENT

Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph IV herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets and in accordance with performance.

EXHIBIT A

With the submission of original monthly bills, together with proper support documentation, for the services described in Section A. of this Agreement, the Subrecipient will be reimbursed on a monthly basis. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.300-309.

VI. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:

City of San Joaquin
Attn: City Manager
21900 Colorado Avenue
San Joaquin, CA 93660
(559) 693-4311

Subrecipient:

California Youth Outreach
Attn: Christina Yee, Executive Director
P.O. Box 8671
Fresno, CA 93747
(559) 445-2680

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of the Code of Federal Regulations, Title 2 Grant and Agreements Part 200 Subpart A -F and Title 24 Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the grantees' environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee

EXHIBIT A

shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage (class and amounts are specified in and attached hereto as "EXHIBIT A") to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.324 Federal Awarding agency pass through entity review and 2 CFR Part 200.325, Bonding Requirements.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may request amendment of this Agreement at any time provided that such amendment(s) make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City Council. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement,

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such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200.339, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity for cause;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either -

(i) Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

EXHIBIT A

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part E Cost Principles and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part D subpart 200.300-200.309, 2 CFR Part E Cost Principles and 2 CFR Part F Audit Requirements. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR Part 200, which are pertinent to the activities

EXHIBIT A

to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 2 CFR Part 200 Subpart C, D, E & F
- g) Other records necessary to document compliance.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement in compliance with 2 CFR Part 200.333-337 and for a period of five (5) years. The retention period begins on the date of the close out letter issued by the Grantee. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out

EXHIBIT A

requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

In the event there is program income, the Subrecipient shall report "quarterly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

Indirect costs will not be allowed under this program unless written approval has been received by the Grantee.

3. Payment Procedures

EXHIBIT A

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Federal Requirements

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart D 200.317.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 Subpart D, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets

EXHIBIT A

a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient's scope of public services does not involve relocation of residents or acquisition of real property or one-for-one housing replacement. Funds received by the Subrecipient shall not be used for relocation, real property acquisition, or one-for-one housing replacement as a part of this agreement.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

EXHIBIT A

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses

EXHIBIT A

regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment B.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions

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of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject

EXHIBIT A

to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not

EXHIBIT A

subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

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The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

EXHIBIT A

- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

EXHIBIT A

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

EXHIBIT A

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date: January 9, 2023

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of San Joaquin

California Youth Outreach

By: _____
Elizabeth Nunez, City Manager

By: _____
Christina Yee, Executive Director

Subrecipient's
Federal I.D. #77-0170677 _____

Attest _____

EXHIBIT A

"EXHIBIT A"

SUBRECIPIENT AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

THIS AGREEMENT IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW

Workers' Compensation	General Liability	Auto Liability
Statutory Employer's Liability \$1,000,000	\$2,000,000 per occurrence \$4,000,000 general aggregate	 \$2,000,000 Combined Single Limit

SUBRECIPIENT, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY SUBCONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.

STAFF REPORT TO COUNCIL

January 9, 2023

TO: Mayor and Council

FROM: Matt Flood, Assistant City Manager/Finance Officer

SUBJECT: Council Consideration to Add Two Public Works Positions: Utilities Manager/Assistant Public Works Director and Utilities Technician and Authorizing the number of employee positions and titles and rescinding prior resolutions.

Recommendation:

Council adopt Resolution No. 2023-05 Approving Job Descriptions for the positions of Utilities Manager/Assistant Public Works Director and Utilities Technician; and Resolution No. 2023-06 authorizing number of employee position and titles and rescinding prior resolutions.

Executive Summary

Staff is requesting Council adopt a resolution authorizing the creation of the positions of Utilities Manager/Assistant Public Works Director and Utilities Technician, approving the job description and salary range, and directing staff to advertise for the positions.

Background

Our community is embarking on an unprecedented era of increased funding for infrastructure and growth. In a period of approximately 3 years, the City will have received and applied over \$30 million to infrastructure and other improvements, including new water pipes in a large part of the city, two new and upgraded water treatment plants, new wells, the recent water storage tank, and other important elements.

Part of the agreement the City makes when receiving these funds is that the new things That are built will be appropriately cared for and maintained. This will require an increase in personnel that City staff has been talking about for a few years.

Based on current industry trends, the water and wastewater study that was recently completed, and the day-to-day needs of our community, staff projects that *a minimum* of two new employees will be required.

Proposed Positions

Staff proposes creating a full-time Utilities Manager/Assistant Public Works Director and a full-time Utilities Technician. Both of these positions have been included in the City's Approved Budget for the last couple of years so that we could be as ready as possible to move forward.

The **Utilities Manager/Assistant Public Works Director** would be in charge of overseeing the City's water facilities (including the wells, treatment plant, distribution pipes, meters, etc.) and

would require them to have some state certifications related to water treatment and distribution, which is reflected in the attached job descriptions.

They would oversee any Public Works employees assigned to work on tasks that have to do with any of those elements. They would assist and advise the Public Works Director, and oversee the department in the Public Works Director's absence.

The **Utilities Technician** will be available to assist the Utilities Manager/Assistant Public Works Director with tasks specific to the water system, including taking samples of water for testing, chemical and other quality monitoring, system troubleshooting, well and other machine maintenance, and any other task having to do with keeping our water system running efficiently. They will be also be working on any other projects within the Public Works Department, as assigned, which will include tasks outside of our Water and Wastewater systems.

As noted above, the salaries have been included in previous year's budgets and will come from the department for which they do most of their tasks, which will be split among water, sewer, general, and streets funds, with the majority coming out of water funds.

RESOLUTION NO. 2023-05

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN JOAQUIN AUTHORIZING THE CREATION OF THE UTILITIES
MANAGER/ASSISTANT PUBLIC WORKS DIRECTOR AND UTILITIES
TECHNICIAN**

WHEREAS, the City Council of the City of San Joaquin is authorized and empowered to make decisions that preserve the health and safety of the community; and

WHEREAS, the City of San Joaquin, through the Council's direction and efforts, staff has procured more than \$30 million in funding that has and will continue to greatly improve the capacity and delivery of water services in the community; and

WHEREAS, as part of the agreement with the agencies responsible for disbursing these funds, the City of San Joaquin is obligated to provide appropriate care, management and maintenance of the facilities constructed and improved with these funds; and

WHEREAS, the positions staff is proposing would be a Utilities Manager/Assistant Public Works Director and a Utilities Technician, both within the Public Works Department; and

WHEREAS, pursuant to CalPERS and CCR 570.5 guidelines, the City Council must approve and adopt adjustments made to the salary schedule, including when the City creates a position.

THEREFORE, BE IT RESOLVED, that the City Council of the City of San Joaquin does hereby approve the creation of the Utilities Manager/Assistant Public Works Director and the Utilities Technician and authorizes the addition of two employees to the total amount of employees in the City.

BE IT FURTHER RESOLVED, that the job descriptions and salary schedule for the Utilities Manager/Assistant Public Works Director and the Utilities Technician position are adopted, attached herein as Exhibits A and B, respectively.

BE IT FURTHER RESOLVED, that the City Council directs the City manager to advertise for and fill the positions.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of San Joaquin the 9th day of January 2023 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Julia Hernandez, Mayor

ATTEST:

Lupe Estrada, City Clerk



City of San Joaquin Job Description

Position Title:	Utilities Technician	<i>Created January 2023</i>
Reports To:	Utilities Manager	
Classification:	FLSA Non-Exempt	
Hours:	Full-time	
Position Summary		
<p>Under the direction of the Utilities Manager, the Utilities Technician participates in the maintenance, repair, construction and operation of the City's water and wastewater systems; assists other Public Works divisions with projects; serves as a technical resource for assigned work crews and the Public Works Director or designee; performs other related duties as required.</p> <p>The Utilities Technician is the single position journeyman class responsible for assigning and supervising the work of crews engaged in the maintenance, repair, construction and operation of the City's water treatment and distribution and wastewater systems. This classification is distinguished from the next higher class of Utilities Manager in that the latter has managerial oversight and supervision of Utilities processes and systems; and is distinguished from the position of Maintenance Worker in that the latter does not require State certifications for work in and oversight of the City's water and sewer infrastructure.</p> <p>Receives general direction from the Utilities Manager. Minimal supervision is exercised only on-site and on a per-project basis when the Public Works Director or Utilities Manager are not present.</p>		
Essential Functions		
<u>Essential Functions</u>		
<ol style="list-style-type: none"> 1. Participates in tasks assigned by the Utilities Manager or Public Works Director of the construction, repair, maintenance and operation of the City's water treatment, distribution, storm, and collection systems. 2. Under the direction of the Utilities Manager, helps maintain the City's water treatment and distribution systems; takes samples daily for water PH levels and turbidity levels; takes meter reads at the wells; ensures chlorinators are running properly; communicates with outside labs and other contractors that perform testing; maintains logs and records on samples; submits records to the Department of Health and Safety; maintains complete records of the water system and wastewater treatment infrastructure. 3. Learns and operates the functions of automated management systems, such as SCADA. 4. Performs maintenance and repair work on water pumps, motors, and related equipment; checks water pressure; adds chlorine; taps into lines for new connections; repairs line and lateral breaks; reads commercial customer water meters; flushes fire hydrants; exercises valves; turns water service on and off. 5. May help maintain the City's wastewater system; cleans and pulls lift station pumps; uses pressure jet spray to unplug lines; serves as a liaison to the contract company in charge of sludge ponds; takes sewer flow meter readings to ensure life stations and sewer ponds are operating properly. 6. Maintains water and sewer lines and mains; repairs breaks and leaks; operates heavy equipment, when certified and able. 7. Monitors work activities to ensure safe work practices, work quality, and accuracy; may assist in the development of short and long-range maintenance schedules for assigned areas; ensures compliance with applicable rules, policies, and procedures. 8. Maintains the grounds around well sites and lift stations; performs weed abatement; keeps alleys clean; assists other Public Works divisions as necessary, including assisting with streets, street sweeping, parks, building, and ground maintenance. 		

9. Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

Qualifications

Any combination of education and experience that would likely provide the required knowledge, skills and abilities as listed below is qualifying.

Education and Experience

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Utilities Technician**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of increasingly responsible experience in water and wastewater, and a high school diploma or equivalent.

License and Certifications

Preferred: Possession of a Water Treatment Operator Grade I certification and a Water Distribution Operator Grade I certificate issued by the State of California. Possession of, or the ability to obtain, a Confined Space Certificate.

Minimum Required: Possession of a Water Treatment Operator Grade I certification within six (6) months of date of hire and possession of a Water Distribution Operator Grade I certification within six (6) months of date of hire. Possession of a Confined Space Certificate within six (6) months of date of hire.

Knowledge, Skills, and Abilities

- Knowledge of:
Modern practices, techniques and materials used in the construction, repair, maintenance, and operation of water treatment and distribution and wastewater systems; repair and maintenance of parks, grounds and streets; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.
- Skill in:
Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of maintenance and heavy equipment, tools, and materials.
- Able to:
Carry out tasks and activities of the water and wastewater systems in the Public Works Department; read and understand plans and specifications; respond to issues and concerns from the community; perform mathematical calculations quickly and accurately; interpret and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Physical Requirements

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- While performing the essential functions of the job, the employee is regularly required to sit, stand, and walk; reach, both above and below the shoulder; and write, type, and otherwise engage in repetitive hand movement and fine hand coordination. The employee must occasionally bend, squat, kneel, twist, and climb.
- The employee must regularly lift and/or move up to 75 lbs., and occasionally safely lift/move more than that

- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus, and visual acuity sufficient to read a computer screen and paper documents.
- Acute hearing is necessary for telephone and in-person communication with peers, vendors, and the public.

Working Conditions

The work environment characteristics described here are representative of those that an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- This position requires travel within the City of San Joaquin.
- This position functions primarily in an outdoors or machine-heavy environment.
- The noise level is normally light to heavy, with noise associated with heavy or large equipment.

I have read the responsibilities and requirements of the job, and understand and agree to them. I further understand that the duties and responsibilities herein describe the general nature of the job and are subject to change or modification by my supervisor with or without notice. My supervisor may add, delete, assign, transfer, or alter duties as necessary or deemed appropriate.

Signature

Date

Signature

Date

Printed Name

Employee

Printed Name

Supervisor



City of San Joaquin Job Description

Position Title:	Utilities Manager/Assistant Public Works Director	<i>Created January 2023</i>
Reports To:	Public Works Director	
Classification:	FLSA Exempt	
Hours:	Full-time	
Position Summary		
<p>Under general direction from the Public Works Director, supervises, assigns, evaluates and participates in the work of staff engaged in the maintenance, repair, construction and operation of the City's water and wastewater systems; performs the duties of the Public Works Director when absent; ensures safe work practices, work quality and accuracy; serves as a manager and supervisor for assigned work crews and the Public Works Director; performs other related duties as required.</p> <p>The Utilities Manager/Assistant Public Works Director is the at-will single position supervisory class responsible for assigning and supervising the work of crews engaged in the maintenance, repair, construction and operation of the City's water treatment and distribution and wastewater systems. This classification is distinguished from the next higher class of Public Works Director in that the latter has overall responsibility for the entire Public Works Department.</p> <p>Receives general direction from the Public Works Director. Exercises direct and indirect supervision over assigned staff.</p>		
Essential Functions		
<p><u>Essential Functions</u></p> <ol style="list-style-type: none"> 1. Plans, schedules, supervises and participates in the work of crews responsible for the construction, repair, maintenance and operation of the City's water treatment, distribution, storm, and collection systems. 2. Maintains the City's water treatment and distribution systems; ensures daily samples needed for the analysis of water and wastewater are taken; ensures chlorinators are running properly; serves as liaison with an outside lab that performs weekly testing; ensures all appropriate records are maintained and submitted to the Department of Health and Safety and other necessary regulatory agencies; oversees all other upkeep and tracking of water system and wastewater treatment infrastructure. 3. Oversees and performs maintenance and repair work on water pumps, motors, and related equipment; checks water pressure; adds chlorine; taps into lines for new connections; repairs line and lateral breaks; reads commercial customer water meters; flushes fire hydrants; exercises valves; turns water service on and off. 4. Learns and operates the functions of automated management systems, such as SCADA, as well as providing training and oversight to other employees who may interface with these systems. 5. Works with assigned staff or contractor to maintain the City's wastewater system including the cleaning and pulling of lift station pumps; pressure jet spray to unplug lines; serves as a liaison to the contract company in charge of sludge ponds; takes sewer flow meter readings to ensure life stations and sewer ponds are operating properly. 6. Maintains water and sewer lines and mains; repairs breaks and leaks; operates heavy equipment, when necessary and able. 7. With the oversight of the Public Works Director, schedules the tasks and other work of Public Works Staff, as well as establishes performance goals for crews and individual employees; participates in the selection of maintenance personnel; motivates and may evaluate assigned personnel as well as provide necessary training, initiate disciplinary procedures, and complete evaluations. 8. Assists in the development of policies and procedures; recommends programs, projects, and work assignments to the Public Works Director; monitors work activities to ensure safe work practices, 		

work quality, and accuracy; develops and maintains short and long-range maintenance schedules for assigned areas; ensures compliance with applicable rules, policies, and procedures.

9. Maintains the grounds around well sites and lift stations; may assist with streets, street sweeping, parks, building, and ground maintenance, when required.
10. Responds to the more difficult questions and concerns from the general public, contractors, vendors, and outside agencies; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within assigned divisions.
11. Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

Qualifications

Any combination of education and experience that would likely provide the required knowledge, skills and abilities as listed below is qualifying.

Education and Experience

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Utilities Manager/Assistant Public Works Director**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible experience in water and wastewater, including two years lead worker experience, and a high school diploma or equivalent.

License and Certifications

Preferred: Possession of a Water Treatment Operator Grade II certification and a Water Distribution Operator Grade II certificate issued by the State of California. Possession of, or the ability to obtain, a Confined Space Certificate.

Minimum Required: Possession of a Water Treatment Operator Grade I certification issued by the State of California at date of hire and possession of a Water Treatment Operator Grade II certification within six (6) months of date of hire; and a Water Distribution Operator Grade I certificate issued by the State of California at date of hire with the ability to gain a Water Distribution Operator Grade II certification within six (6) months of date of hire. Possession of a Confined Space Certificate within three (3) months of hire date.

Knowledge, Skills, and Abilities

- Knowledge of:
Modern practices, techniques and materials used in the construction, repair, maintenance, and operation of water treatment and distribution and wastewater systems; repair and maintenance of parks, grounds and streets; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.
- Skill in:
Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of maintenance and heavy equipment, tools, and materials.
- Able to:
Supervise and direct the operations and activities of the water and wastewater systems in the Public Works Department; read and understand plans and specifications; supervise and participate in the establishment of division and/or department goals, objectives and methods for evaluating achievement and performance levels; coordinate and conduct training programs for staff; respond to issues and concerns from the community; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply

applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Physical Requirements

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- While performing the essential functions of the job, the employee is regularly required to sit, stand, and walk; reach, both above and below the shoulder; and write, type, and otherwise engage in repetitive hand movement and fine hand coordination. The employee must occasionally bend, squat, kneel, twist, and climb.
- The employee must regularly lift and/or move up to 75 lbs., and occasionally safely lift/move more than that
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus, and visual acuity sufficient to read a computer screen and paper documents.
- Acute hearing is necessary for telephone and in-person communication with peers, vendors, and the public.

Working Conditions

The work environment characteristics described here are representative of those that an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- This position requires travel within the City of San Joaquin and occasionally out of town to meetings.
- This position functions primarily in an outdoors or machine-heavy environment.
- The noise level is normally light to heavy, with noise associated with heavy or large equipment.

I have read the responsibilities and requirements of the job, and understand and agree to them. I further understand that the duties and responsibilities herein describe the general nature of the job and are subject to change or modification by my supervisor with or without notice. My supervisor may add, delete, assign, transfer, or alter duties as necessary or deemed appropriate.

Signature

Date

Signature

Date

Printed Name

Employee

Printed Name

Supervisor

EXHIBIT B

PROPOSED PUBLIC WORKS POSITIONS SALARY FY 22-23

Position	2022-23		
	Annually	Monthly	Hourly
Minimum Wage	\$ 32,240.00	\$ 2,686.66	\$ 15.50
Utilities Manager/APWD	\$ 71,760.00	\$ 5,980.00	\$ 34.50
Utilities Technician	\$ 50,960.00	\$ 4,246.66	\$ 24.50

RESOLUTION NO. 2023-06

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN
AUTHORIZING NUMBER OF EMPLOYEE POSITIONS AND TITLES AND
RESCINDING PRIOR RESOLUTIONS**

WHEREAS, a change in the number of employee positions and titles may only be made by Council resolution and as authorized in the City budget; and

WHEREAS, current Resolution No. 2022-36 provides for the number of employee positions and titles;

WHEREAS, for purposes of efficiency and organization, there is a need to amend the titles and number of positions by adding the positions of Utilities Technician and Utilities Manager/Assistant Public Works Director, adding the number of two positions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN hereby resolves as follows:

Section 1. The following titles and number of positions for each title are hereby authorized:

Permanent Full-Time

City Manager	(1)
Assistant City Manager/Finance Officer	(1)
Finance Clerk	(1)
City Clerk/Human Resources Officer	(1)
Utilities Account Clerk	(1)
Office Clerk	(1)
Public Works Director	(1)
Utilities Manager/Assistant Public Works Director	(1)
Maintenance Worker II	(1)
Utilities Technician	(1)
Maintenance Worker I	(6)

Grant-Funded Full-Time

Recreation Supervisor	(1)
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Grant-Funded Part-Time

Recreation Assistant	(2)
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Section 2. The City Manager may adjust the number of permanent full-time positions allocated by class provided that the total number of permanent positions authorized does not change and that there are sufficient unspent appropriations as verified by the Finance Officer available to provide funds for the adjustment.

Section 3. All prior resolutions regarding employee positions and titles are rescinded and this resolution shall be effective upon its adoption.

The foregoing Resolution No. 2023-06 was passed and adopted at a regular council meeting of the City Council of the City of San Joaquin held on January 9, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Julia Hernandez, Mayor

ATTEST:

Lupe Estrada, City Clerk

STAFF REPORT TO COUNCIL

January 6, 2022

TO: Mayor and Council

FROM: Elizabeth Nunez, City Manager

SUBJECT: Consideration of Resolution 2023-07 authorizing Circus Royal Spectacular to be held May 11, 2023 through May 14, 2023

Recommendation:

Approve Resolution 2023-07 authorizing City Staff to enter into an agreement with Circus Royal Spectacular, Corporation to authorize the circus to be held on May 11, 2023 thru May 14, 2023.

Executive Summary

Agreement with Circus Royal Spectacular, Corporation is being brought to Mayor and Council for consideration of approval to hold a Circus in the City on Thursday, May 11, 2023 thru Sunday, May 14, 2023. The vendor selected to hold the circus is Circus Royal Spectacular. They are scheduled to occupy the Sports Park from Tuesday May 9th thru Tuesday, May 16th for set up and take down. The circus is expected to hold at least one daily show with two daily shows scheduled Saturday and Sunday. They will also host one food concession and toy stands. The tent used by the circus will accommodate up to 500 in attendance.

The Circus will be covering all the operational expenses and additionally, covering the cost of promotional material. The City will seek sponsorships and donations for the Circus by reaching out to local businesses. Sponsorships may authorize posting of business banners and/or private events. These proceeds will be used to cover expenses associated with the circus and promotional materials. The City and Circus will split these proceeds equally by 50% each.

Circus will make available for City to sell, Advance Sale Discount Tickets to be sold by City. The tickets may be redeemed on-site for any show Thursday, Friday, Saturday and Sunday. Circus shall pay City twenty (20%) of the total onsite gross show receipts from ticket sales and twenty percent (20%) of all Advance Sale Discount Tickets (ASDT) sold by City.

In addition to commission for ticket sales and Advance Sale Discount Tickets (ASDT) sold by the City and for obtaining sponsorships, the Circus will hold a special show for City officials and family to be held May as agreed upon by City and Circus.

Little to no City resources will need to be allocated to this event. There will be some minimal prep required by staff to ensure the City Park is ready to hand over to the Circus and minimal maintenance during their stay.

AGREEMENT BETWEEN THE CITY OF SAN JOAQUIN AND CIRCUS ROYAL SPECTACULAR, CORPORATION FOR CIRCUS ACTIVITIES

This Agreement for Circus Activities ("Agreement") is made and entered into this 9th day of January, 2023, by and between the City of San Joaquin, a municipal corporation (hereinafter called "City"), and Circus Royal Spectacular, Corporation (hereinafter called "Circus").

RECITALS

- A. City is interested in holding a circus as a community event on City Property.
- B. Circus is in the business of operating circuses in various communities in California.
- C. City and Circus wish to enter an agreement to have Circus operate a circus in May of 2023 in the City of San Joaquin.

AGREEMENT

1. Term. City shall sponsor Circus in an exhibition of shows and food concessions listed in Section 4 of this Agreement for a period consisting of four days beginning Thursday, May 11, 2023 through and including Sunday, May 14, 2023. The circus lot occupation dates will be Tuesday, May 9, 2023 through and including Tuesday, May 16, 2023.

2. Location. City, as owner, hereby gives written permission as owner of the real property described in this Section 2, for Circus's use of real property described as the San Joaquin Sports Complex located at the corner of 8th and Arizona Streets, San Joaquin, California 93660 which is a suitable location and exhibitions site for all activities commonly carried on by Circus. Such real property is properly zoned for Circus's operations.

3. Expenses. City shall obtain and pay for all City permits, licenses, or use fees which Circus may be required to obtain or pay for, to carry on any and all of Circus's operations in connection with the circus. Circus shall be responsible for any and all sales tax incurred from circus food operations. Circus shall obtain and pay for a minimum of two (2) portable toilets, and one hand washing sink to be delivered and set up no later than opening day, May 11, 2023 at 12:00 noon. City shall provide a running potable water source for circus's use. Circus shall furnish the necessary electrical for the circus. Finally, the Circus will be responsible for providing the City with and disseminating promotional material for the event. The City will seek sponsorships and donations for the Circus by reaching out to local businesses. Sponsorships may authorize posting of business banners and/or private events. These proceeds will be used to cover expenses associated with the circus and promotional materials. The City and Circus will split these proceeds equally by 50% each.

4. Operation.

- a. Circus shall manage one circus tent with a minimum of one show daily with the option to have a second show and one food concession at the above-named location.

b. On-site ticket sales and the cost therewith, shall be the responsibility of Circus. Circus shall make available for on-site purchase (i) general admission adult tickets at a price not to exceed \$20.00 and children \$10.00; and (ii) adult VIP tickets at a price not to exceed \$30.00 and VIP children \$20.00. Circus shall make available for City to sell, Advance Sale Discount Tickets, hereinafter called "ASDT". ASDT general admission shall be sold by City for \$10.00 each adult and \$5.00 each child and VIP shall be sold for \$15.00 each adult and \$10.00 each child; may be redeemed on-site for any show Thursday, Friday, Saturday and Sunday. Unsold ASDT must be returned to Circus by 5:00 pm (Thursday). ASDT ticket sales and the cost and responsibility therewith, shall be the responsibility of the City.

c. Circus shall at all times, have exclusive control of the management and operation of shows and food concessions owned by Circus.

d. Alcohol is strictly prohibited.

e. Circus must provide a minimum of two (2) licensed/uniformed security officers to provide interior/exterior security during the event hours.

f. Circus must provide exterior lighting sufficient to illuminate area subject to pedestrian traffic related to the event during hours of darkness.

5. Payment. Circus shall pay City twenty (20%) of the total onsite gross show receipts from ticket sales and twenty percent (20%) of all Advance Sale Discount Tickets (ASDT) sold by City. Payment on ASDT will be based on returned unsold ASDT, not on monies collected by City. This payment along with a ticket report will be available to the City the following day after the conclusion of the circus exhibition. In addition to commission for ticket sales and Advance Sale Discount Tickets (ASDT) sold by the City and for obtaining sponsorships, the Circus will hold a special show for City officials and family to be held on the date as agreed upon by City and Circus.

6. Insurance. Circus shall maintain for the period specified in Section 1 of this Agreement public liability, property damage, business auto policy, and workers' compensation insurance relating to the operation of said exhibition from an AM Best rated carrier. Said public liability insurance shall have a \$5,000,000.00 combined single limit. All principals, agents, and employees of City shall be named as additional insured. Circus shall provide certificates of insurance upon receipt of this executed Agreement.

7. Indemnification. Circus shall hold harmless, defend, and indemnify City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Circus's performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

8. Clean Up. The responsibility of cleanup shall include a thorough cleanup of the circus area on a regular basis, but in no event less than once every day at closing time by Circus. The Circus will be responsible for collecting and hauling away the trash generated throughout the event.

9. Limited Liability. City shall not hold Circus liable for damages or responsible in any way if Circus is prevented through no fault of its own, from exhibiting, playing, or operating any of said exhibitions by reason of but not limited to, acts of God, terrorism, riot, strike, fire, weather, illness, war, lockouts, energy shortages, labor shortages, mechanical breakdowns, civil unrest, or illegality.

10. Cancellation. Either party may cancel the event for the programmed event dates of May 11, 2023 through May 14, 2023, by providing at least 30 days' written notice.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written.

12. Amendment. This Agreement shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be released, discharged, or waived except by a written instrument duly executed by the parties.

13. Assignment. The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Circus without the prior written consent of City, in its sole discretion. Any assignment which City has not consented to shall be null and void and shall never take effect. Nevertheless, upon any such attempted assignment, all fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall inure to the benefit of and bind all successors in interest to the Property.

14. Attorneys' Fees. In the event of any arbitration, legal action, or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation, or condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and litigation expenses, as determined by the arbitrator/court.

15. Recitals. All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

16. Headings. The headings of the various sections of this Agreement are included solely for reference purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement.

17. Counterparts. The Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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IN WITNESS WHEREOF, the City of San Joaquin, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk as approved by the City Council of the City of San Joaquin on the 9th day of January, 2023, and Circus has caused this Agreement to be executed.

CITY OF SAN JOAQUIN, a Circus Royal Spectacular Corporation
municipalcorporation

By: _____
Elizabeth Nunez, City Manager
City of San Joaquin
P.O. Box 758
San Joaquin, CA 93660

By: _____
Andrea Torreblanco Caro
Treasurer
5404 Bible Circle
North Las Vegas, NV 89031
(323) 382-8541

ATTEST:

By: _____
Lupe Estrada
City Clerk

RESOLUTION NO. 2023-07

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN APPROVING
AGREEMENT WITH CIRCUS ROYAL SPECTACULAR FOR CIRCUS ACTIVITIES**

WHEREAS, the City wishes to have circus activities for the community; and

WHEREAS, Circus Royal Spectacular Corporation has previously contracted with City for such activities in the past to the satisfaction of City;

WHEREAS, the City and Circus Royal Spectacular Corporation wish to enter an agreement setting forth the terms and conditions for the circus activities.

NOW, THEREFORE, the City Council of the City of San Joaquin resolves as follows:

1. The foregoing recitals are deemed true and correct.
2. The Council approves the contract for Circus activities Circus Royal Spectacular Corporation attached to this resolution as Exhibit A and incorporated by reference.
3. This resolution is effective upon adoption.

Julia Hernandez, Mayor
City of San Joaquin

ATTEST:

I, Lupe Estrada, City Clerk of the City of San Joaquin, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a Meeting of said Council, held at the San Joaquin Council Chambers on January 9, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Estrada, City Clerk
City of San Joaquin