



(ACT) – ACTION NEEDED
(INF) – INFORMATION ONLY
(DIS) – DISCRETIONARY

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY OF THE CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
TUESDAY, APRIL 25, 2023
COUNCIL EXECUTIVE SESSION – **5:00 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

THE PUBLIC MAY ATTEND VIA TEAMS AND MAY SUBMIT ANY COMMENTS IN WRITING PRIOR TO NOON ON THE DAY OF THE MEETING BY EMAILING djones@cityofneedles.com

TO JOIN THE LIVE TEAMS MEETING log into the City of Needles website at www.cityofneedles.com to access the agenda and [Click here to join the meeting](#)

If asked, enter the following: Meeting ID: 749 945 267#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 749 945 267#

The meetings are being recorded

CALL TO ORDER
ROLL CALL

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS (A three-minute time limit per person has been established.)

RECESS TO EXECUTIVE SESSION

- a) Conference with real property negotiator pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller and San Bernardino County as the potential buyer of a portion of the building located at 1111 Bailey Avenue, APN 0185-221-13-0000. Under negotiations are the price and terms
- b) Conference with legal counsel regarding potential initiation of litigation pursuant to Government Code §54956.9(d)(4) (one potential matter)
- c) Conference with real property negotiator pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller and David Longnecker as the potential buyer of a portion of the property described as a 50.66-acre vacant parcel, generally located on Ice Plant Road, APN 0660-031-19-0000. Under negotiations are the price and terms

EXECUTIVE SESSION – Report by City Attorney

ROLL CALL (Previously Taken)
INVOCATION
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA

CONFLICT OF INTEREST
CORRESPONDENCE
INTRODUCTIONS
CITY ATTORNEY Parliamentary procedures

As a courtesy to those in attendance, we would ask that cell phones be turned off or set in their silent mode. Thank you.

PUBLIC APPEARANCE – Persons wishing to address the City Council on subjects other than those scheduled are requested to do so at this time. When called by the Mayor, please announce your name and address for the record. In order to conduct a timely meeting, a three-minute time limit per person has been established by Municipal Code Section 2-18. Amendments to the California Government Code Section 54950 prohibits the City Council from taking action on a specific item until it appears on the agenda.

PRESENTATION

(A ten-minute time limit per presentation has been established per Municipal Code Section 2-18.)

- 1) Staff presentation on the Biden Supplemental Environmental Impact Statement (SEIS) regarding the Colorado River Basin and recommend the Mayor to execute a Priority of Rights Recommendation Letter regarding Present Perfected Rights (ACT)

RECESS THE CITY COUNCIL MEETING AND CONVENE A JOINT COUNCIL / NPUA MEETING CALL TO ORDER (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE NPUA / COUNCIL ITEMS (A three-minute time limit per person has been established.)

NPUA / COUNCIL CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the NPUA / City Council may pull an item from the Consent Calendar for discussion.

Recommended Action: Approve Items 2 through 3 on the Consent Calendar by affirmative roll call vote. (ACT)

- 2) NPUA / COUNCIL: Authorize Simon Sewer Maintenance to complete six (6) Manhole Geopolymer Rehabilitations along Front Street to W. Broadway in the amount of \$36,075 utilizing wastewater asset replacement funds
- 3) NPUA / COUNCIL: Authorize Southwest Groundwater to purchase and replace the pumping equipment for well #15 not to exceed \$64,528 to be funded by the water department asset replacement fund

RECESS THE JOINT NPUA / CITY COUNCIL MEETING AND CONVENE A JOINT COUNCIL / HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING (HACN) CALL TO ORDER (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE HACN / COUNCIL ITEMS (A three-minute time limit per person has been established.)

HACN BOARD OF COMMISSIONERS / COUNCIL CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the Council / HACN Board of Commissioners may pull an item from the Consent Calendar for discussion. **Recommended Action:** Approve Items 4 through 6 on the Consent Calendar by affirmative roll call vote. (ACT)

- 4) HACN/COUNCIL: Award bid to Final Touch Construction for the Needles Housing Authority Windows Replacement Project in the amount of \$408,289 plus 10% contingency for a total project cost of \$449,117 using Housing Authority Capital Funds and authorize staff to execute a Public Works Agreement with Final Touch Construction and move forward with the Notice of Award and Notice to Proceed
- 5) HACN/COUNCIL: Waive the reading and adopt Resolution 2023-26 setting time and place for the regular meetings of the Housing Authority of the City of Needles
- 6) HACN/COUNCIL: Authorize an additional MCW1 position to the authorized position list in the Public Works Department to be reimbursed by Housing Authority funds

ADJOURN THE JOINT COUNCIL / HACN BOARD OF COMMISSIONERS MEETING AND RECONVENE THE CITY COUNCIL MEETING

CALL TO ORDER (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS (A three-minute time limit per person has been established.)

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 7 through 17 on the Consent Calendar by affirmative roll call vote. (ACT)

- 7) Approve the warrants register through April 25, 2023
- 8) Approve the minutes of April 11, 2023
- 9) Waive the reading and adopt Resolution 2023-22 approving a Fifteenth Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2023-2024 fiscal year
- 10) Waive the reading and adopt Resolution 2023-23 approving a First Amendment to and Extension of the Agreement to provide operations of a local route deviation transit service between the City of Needles and Transportation Concepts
- 11) Waive the reading and adopt Resolution 2023-24 approving a Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts
- 12) Waive the reading and adopt Resolution 2023-25 approving a First Amendment to Extend the Lease Agreement (El Garces Unit Lease) between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for Needles Transit operations
- 13) Accept a Proposal from TKE Engineering, Inc to Provide Professional Consulting Services for the Development Impact Fee Update for a not to exceed an amount of \$68,400 using funds from the Impact Fee account and authorize staff to execute a new task between City and TKE Engineering for said work

- 14) City of Needles receives Prohousing Designation from the California Department of Housing and Community Development (INF)
- 15) Waive the reading and adopt Resolution No. 2023-27 amending Resolution No. 2022-46 increasing the 2023 code enforcement legal fee budget line item by \$70,000 using general fund reserves
- 16) Award bid to Tony Cossi Construction for the Recreation Center Purchase & Installation of Acoustical Absorptive Wall Panel Project in the amount of \$143,970.00 plus 10% contingency for a total project cost of \$158,367.00 using general fund reserves and authorize staff to execute a Public Works Agreement with Tony Cossi Construction and move forward with the Notice of Award and Notice to Proceed
- 17) Accept the proposal from the Chamber of Commerce to manage the Business Directory and Near Premise Sign Program transferring oversight to Needles Chamber of Commerce and authorize staff to enter into a Memorandum of Understanding (MOU)

End of Consent

REGULAR ITEMS

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS (A three-minute time limit per person has been established.)

- 18) Applicant Mike West has requested an amendment to Resolution No. 2021-47 removing condition #16 which restricts a water feature during a drought to be located at 429 N "K" Street (ACT)
- 19) Appointment to fill a vacancy on the City Council Visitor Center Subcommittee (ACT)
- 20) Resolution No. 2023- 28 appointing Patrick J. Martinez as the City Manager effective October 2, 2023 through October 1, 2026 setting a base salary of \$197,000 in compliance with SB1436 and incorporate into the salary schedule for FY 2023-2024 budget (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Campbell
Councilmember McCorkle
Vice Mayor Merritt
Councilmember Pogue
Councilmember Belt
Councilmember Longbrake
Mayor Jernigan

ADJOURNMENT

**INTERNET ACCESS TO CITY COUNCIL AGENDAS AND STAFF REPORT MATERIAL
IS AVAILABLE PRIOR TO CITY COUNCIL MEETINGS AT**

<http://www.cityofneedles.com>

Posted April 21, 2023

SB 343-DOCUMENTS RELATED TO OPEN SESSION AGENDAS -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office, 817 Third Street, Needles, CA 92363.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (760) 326-2113 ext 145. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-104 ADA Title II).

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting.

Dated this 21st day of April 2023

Dale Jones, CMC, City Clerk



City of Needles, California Request for Council Action

☐ CITY COUNCIL ☒ NPUA ☐ BOARD OF PUBLIC UTILITIES
☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Authorize the Mayor to submit a letter of comment and take all other available means to protect the City of Needles Water Rights, in their totality, to use the Colorado River for domestic water use in response to the Biden Supplemental Environmental Impact Statement (SEIS)

Background: To address the past 20 years of drought, which is the largest in recorded history and the potential for continued low run-off conditions resulting in and unprecedented water shortages in the Colorado River Basin, the U.S. Department of the Interior's, Bureau of Reclamation (Reclamation) released a draft Supplemental Environmental Impact Statement (SEIS). to potentially revise the current interim operating guidelines for the near-term operation of Glen Canyon and Hoover Dams which regulate the flow of the Colorado River.

The draft SEIS released analyzes alternatives and measures to address current and potential shortages in the event that such measures are required to protect Glen Canyon and Hoover Dam operations, system integrity, and public health and safety in 2024 through 2026, after which the current operating guidelines expire. It also ensures that Reclamation has the tools to protect continued water deliveries and hydro-power production for the 40 million Americans who rely on the Colorado River.

The SEIS process was initiated in October 2022. The draft SEIS includes proposed alternatives to revise the December 2007 Record of Decision associated with the Colorado River Interim Guidelines. The 2007 Interim Guidelines provide operating criteria for Lake Powell and Lake Mead. These include provisions designed to provide a greater degree of certainty to water users about timing and volumes of potential water delivery reductions for the Lower Basin States, as well as additional operating flexibility to conserve and store water in the system.

In addition to Colorado River flow concerns that have arisen as a result of the extended drought, Hoover Dam and subsequent dams on the River generate much needed electric power to the greater Southwest United States. In Needles alone hydro-power from dams on the Colorado River provide half of the electricity that is consumed by Needles Public Utility Authority customers. That hydropower is purchased from the Western Area Power Authority which is part of the U.S. Department of Energy. Hydro power is LESS THAN ONE HALF of the cost of other power generated by coal, nuclear, or natural gas. The lack of the availability of hydropower from further reductions in the flow of the Colorado River will cause NPUA customer power rates to immediately DOUBLE.

The draft SEIS will be available for public comment for 45 calendar days and the final



City of Needles, California Request for Council Action

SEIS is anticipated to be available with a Record of Decision in Summer 2023. This document will inform the August 2023 decisions that will affect 2024 operations.

The draft SEIS identifies the need to reduce withdrawals from the Colorado by 2.2M ac./year by the 7 states that withdraw water from the Lower Colorado River. The alternative options for doing so are;

1. No Action Alternative

The No Action Alternative describes the consequences of continued implementation of existing agreements that control operations of Glen Canyon Dam and Hoover Dam, including under further deteriorating hydrologic conditions (precipitation, temperatures, and soil water content) and reservoir elevations.

2. Priority of Rights

The proposal implements changes to both Glen Canyon Dam and Hoover Dam. The action calls for reduced releases from Glen Canyon Dam, as well as an analysis of the effects of additional Lower Colorado River Basin shortages based predominately on the priority of water rights. This impacts Arizona and Nevada the most.

3. Equal Cuts

Lower Colorado River Basin reductions that are distributed in the same percentage across all Lower Basin water users under shortage conditions. While both the 2007 Interim Guidelines and the 2019 Drought Contingency Plan encompass shortages and contributions that reflect the priority system, the incremental, additional shortages identified in this action for the remainder of the interim period would be distributed in the same percentage across all Lower Basin water users

DISCUSSION The City's rights to use water from the Colorado River for domestic use were first established in 1885, increased in 1995, and further increased in 1992.

If the Biden Administration chooses any of the alternatives other than "2. Priority of Rights" is a direct threat to the ability of the City of Needles to use its long ago established access rights to that water. The validity of the City's, and all other water rights was litigated in 1964 with a determination by the U.S. Supreme Court that water rights were the determining factor to consider when and if the Colorado River flow is less than those properly established water rights. The U.S. Supreme Court ruled that water rights "Junior" (acquired at a later date) to the City's rights are to be terminated prior to any lessening of the City of Needles' more senior rights. The U.S. Supreme Court decision has been the governing law of the land since 1964 (59 years).



City of Needles, California Request for Council Action

The lack of water will, in all likelihood will cause irreparable and permanent damage to the livability, habitability, and viability of the California portion of the Southwest United States and the City of Needles in particular.

The City of Needles has demonstrated it's willingness to work cooperatively and collaboratively with the other 6 states and innumerable communities to address the drought and resulting lessening of the flow of the Colorado River and of power generation from the Colorado River dams.

In 2022 the City of Needles is currently under-utilizing it's water allocation of the Colorado River by 518 ac./year. While the City of Needles is entitled to use a total of 2,528 ac./year of water, it is using 2,000 ac./year. In addition, the City of Needles removed 40 acres of turf grass from it's golf course resulting in another water use reduction of 145 ac./year.

The City of Needles further conserved 15% of it's annual water use in 2015 in response to Governor Newsom's drought emergency order. Lastly, the NPUA has instituted financial incentives for NPUA customers to conserve water by providing a \$2/sq." up to \$2000/ household, \$100/toilet if a low flow toilet is installed and provides ongoing public information explaining our collective situation and informing them of simple measures that they can use to reduce their water consumption.

Members of the public interested in providing input on the SEIS can do so through May 30, 2023.

Fiscal Impact: To be determined

Recommended Action: Authorize the Mayor to submit a letter of comment and take all other available means to protect the City of Needles Water Rights, in their totality, to use the Colorado River for domestic water use in response to the Biden Supplemental Environmental Impact Statement (SEIS).

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 4/24/23

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>1</u>			



City of Needles
817 Third Street, Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765
www.cityofneedles.com

Mayor, Janet Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake

City Manager Rick Daniels

April 25, 2023

Reclamation
2007 Interim Guidelines SEIS Project Manager
Upper Colorado Basin Region
125 South State Street, Suite 8100
Salt Lake City, Utah 84138
CRinterimops@usbr.gov

RE: Draft Supplemental Environmental Impact Statement (SEIS)

To Whom it May Concern,

Since 1885 the City has had Present Perfected Rights ("PPR") #43 to 1,500 acre-feet ("AF") of diversion from the Colorado River ("River") which provides 950 AF of consumptive use. Set by U.S. Supreme Court decree AZ v. CA as amended in 2006 Present Perfected Water Rights (PPR's).

The highest priority rights to River water are "perfected rights" that are based on historical use of river water prior to the construction of the large Federal projects to dam and divert the river water. It is sometimes stated as "First in use, first in right" The use must be for beneficial purposes.

In 1995, the City purchased additional PPR #44 from the Santa Fe Railway Company for 1,250 AF of diversion and 273 AF of consumption. Added together, these PPR allow the City to divert up to 2,760 AF of water (1,500 AF allowed the City via its 1885 PPR diversion and 1,260 AF via the City's acquisition of Santa Fe Railway Company's 1896 PPR diversion) and consume 1,223 AF.

In addition to the PPR's above within the City limits of Needles exist nine (9) other PPR's #30, 35, 36, 38, 39, 40, 41, and 49 which provides entitlements for the landowners to equitably distribute the division of these water rights. The priority dates on this PPR range from 1893 to 1928.

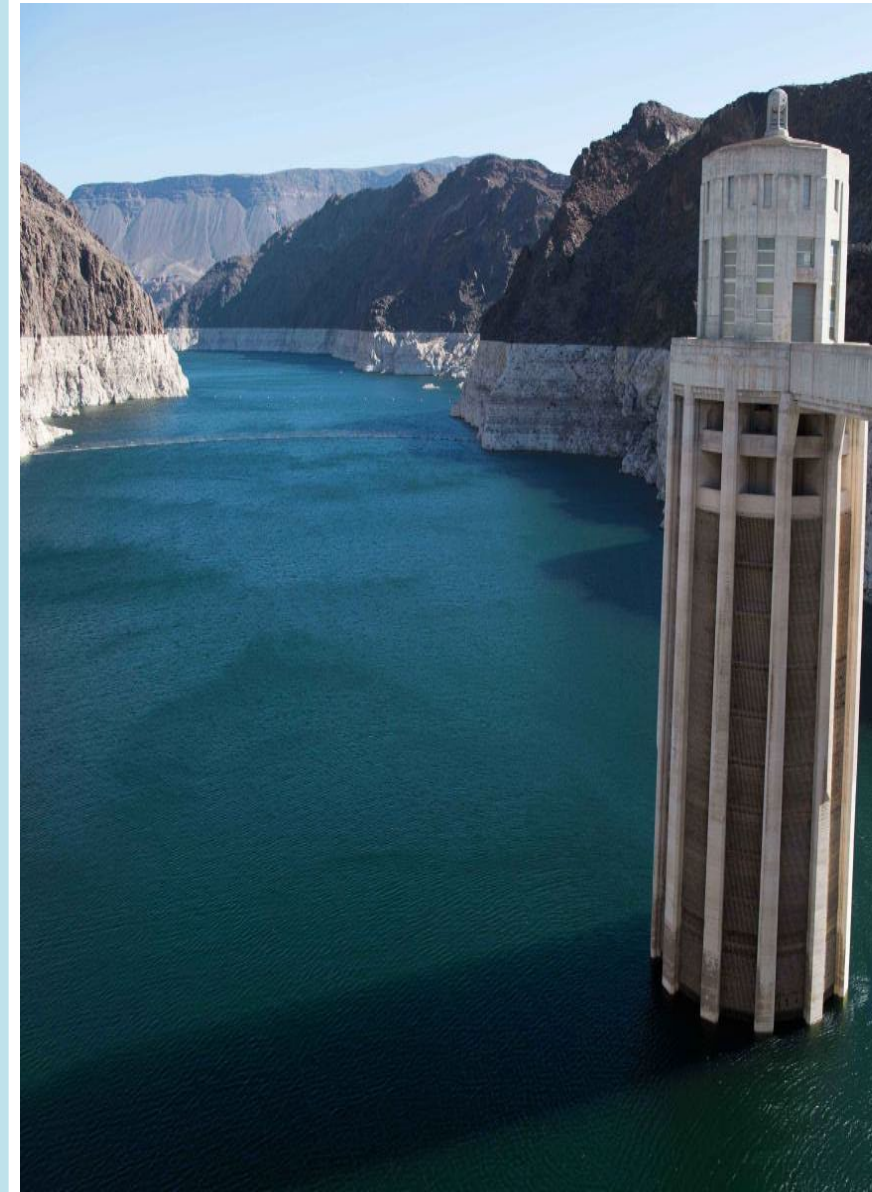
On behalf of the City and the City Council, please accept this letter as a recommendation to honor the historical Present Perfected Rights set by the U.S. Supreme Court decree AZ v. CA.

Respectfully,

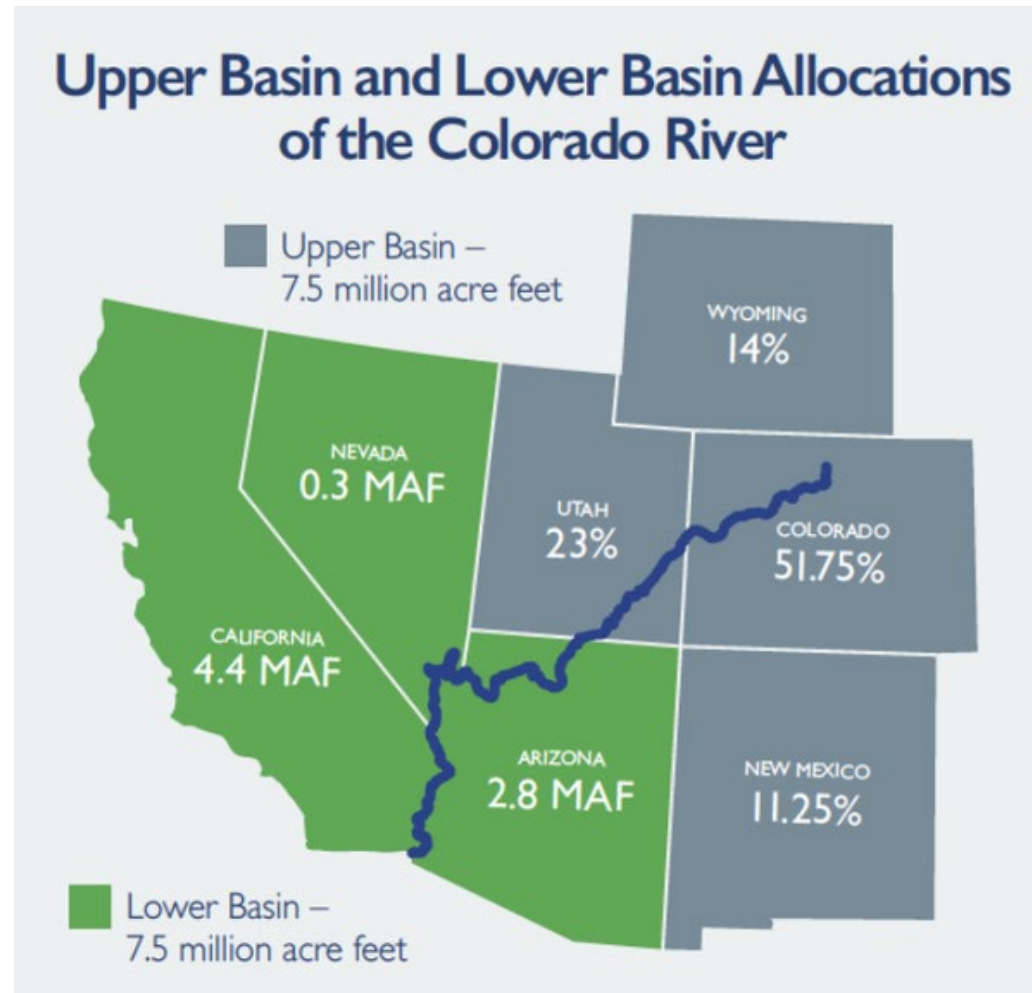
Janet Jernigan, Mayor
817 Third St.
Needles, CA 92363



COLORADO RIVER BASIN



LOWER COLORADO RIVER ALLOCATIONS BY STATE



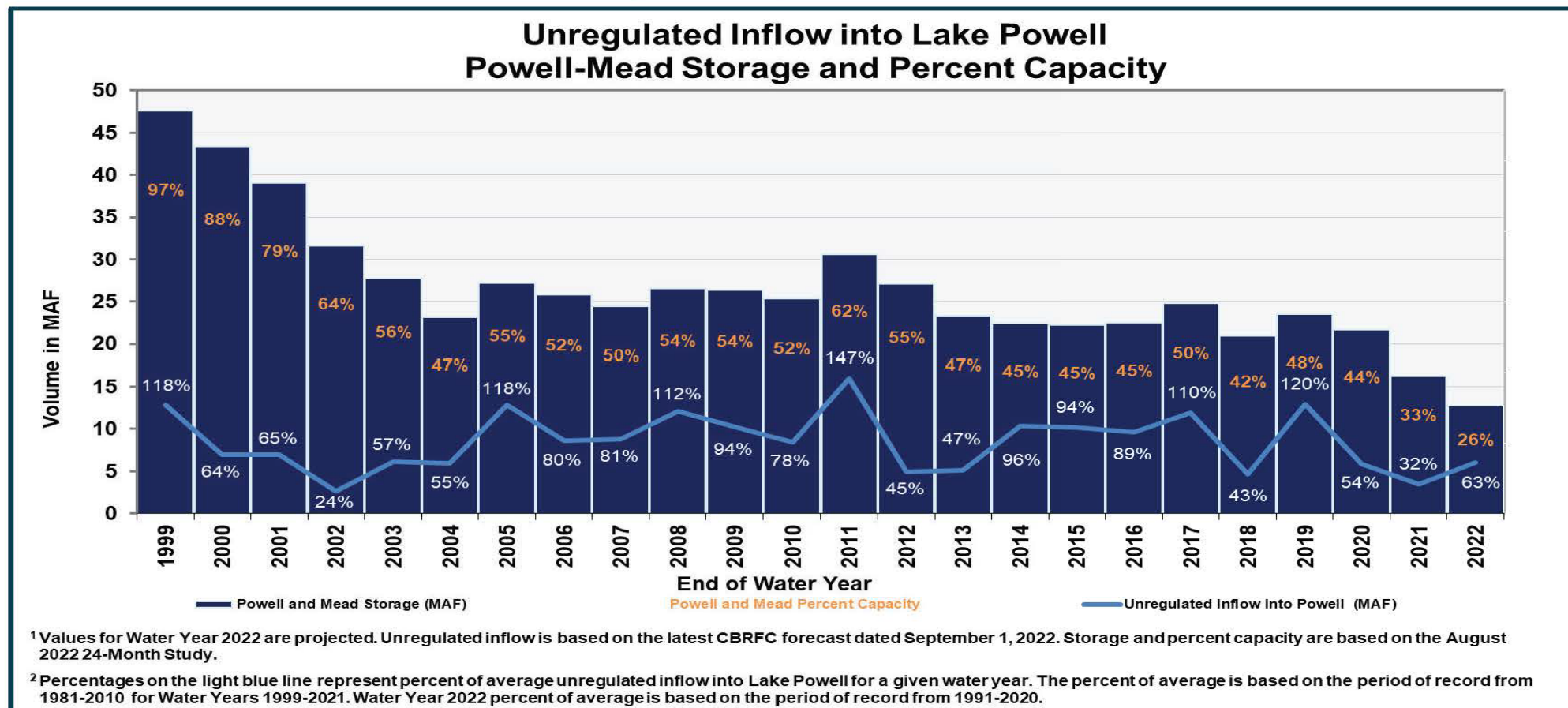
Colorado River Basin Storage

(as of October 16, 2022)

Reservoir	Percent Full	Storage (maf)	Elevation (feet)
Lake Powell	25%	5.85	3,530.26
Lake Mead	28%	7.36	1,045.42
Total System Storage	33%	19.51	- - -

Total system storage was 38% of capacity, or 22.70 maf in storage, at this time last year.

State of the System (Water Years 1999-2022)^{1,2}



TIMELINE

2007

The Secretary of the Interior directed Bureau of Reclamation to develop the Colorado River Interim Guidelines

2019

The Upper Basin and Lower Basin Drought Contingency Plans were signed. The DCPs outline strategies to address the ongoing historic drought in the Colorado River Basin.

The Upper Colorado Basin DCP is designed to reduce the risk of reaching critical elevations at Lake Powell and to help assure continued compliance with the 1922 Colorado River Compact.

2007 Interim Guidelines, Minute 323, Lower Basin Drought Contingency Plan, and Binational Water Scarcity Contingency Plan

Total Volumes (kaf)

	Lake Mead Elevation (feet msl)	2007 Interim Guidelines Shortages		Minute 323 Delivery Reductions	Total Combined Reductions	DCP Water Savings Contributions			Binational Water Scarcity Contingency Plan Savings	Combined Volumes by Country <i>US: (2007 Interim Guidelines Shortages + DCP Contributions)</i> <i>Mexico: (Minute 323 Delivery Reductions + Binational Water Scarcity Contingency Plan Savings)</i>					Total Combined Volumes
		AZ	NV	Mexico	<i>Lower Basin States + Mexico</i>	AZ	NV	CA	Mexico	AZ Total	NV Total	CA Total	<i>Lower Basin States Total</i>	<i>Mexico Total</i>	<i>Lower Basin States + Mexico</i>
	1,090 - 1,075	0	0	0	0	192	8	0	41	192	8	0	200	41	241
Tier 1 →	1,075 - 1050	320	13	50	383	192	8	0	30	512	21	0	533	80	613
Tier 2a →	1,050 - 1,045	400	17	70	487	192	8	0	34	592	25	0	617	104	721
Tier 2b {	1,045 - 1,040	400	17	70	487	240	10	200	76	640	27	200	867	146	1,013
	1,040 - 1,035	400	17	70	487	240	10	250	84	640	27	250	917	154	1,071
	1,035 - 1,030	400	17	70	487	240	10	300	92	640	27	300	967	162	1,129
	1,030 - 1,025	400	17	70	487	240	10	350	101	640	27	350	1,017	171	1,188
Tier 3 →	<1,025	480	20	125	625	240	10	350	150	720	30	350	1,100	275	1,375

The Secretary of the Interior will take affirmative actions to implement programs designed to create or conserve 100,000 acre-ft per annum or more of Colorado River System water to contribute to conservation of water supplies in Lake Mead and other Colorado River reservoirs in the lower basin. All actions taken by the United States shall be subject to applicable law, including availability of appropriations.



ALLOCATION REDUCTIONS BY STATE PER THE INTERIM GUIDELINES AND DROUGHT CONTINGENCY PLAN

Shortage Tiers	Water Elevation Trigger at Hoover Dam (in feet)	Delivery Reductions - 2007 Interim Guidelines & DCP combined (thousand acre-feet)
Tier 0	1,090	AZ: 192 NV: 8 CA: 0
Tier 1	1,075	AZ: 512 NV: 21 CA: 0
Tier 2	1,050	AZ: 592 NV: 25 CA: 0
[Tier 2b]	1,040-1,045	AZ: 640 NV: 27 CA: 200
[Tier 2c]	1,035-1,040	AZ: 640 NV: 27 CA: 250
[Tier 2d]	1,030-1,035	AZ: 640 NV: 27 CA: 300
[Tier 2e]	1,025-1,030	AZ: 640 NV: 27 CA: 350
Tier 3	1,025	AZ: 720 NV: 30 CA: 350

Figure 1. Source: <https://www.usbr.gov/dcp/docs/final/Attachment-B-Exhibit-1-LB-Drought-Operations.pdf>

BIDEN'S COLORADO RIVER PROPOSAL WILL CUT WATER TO THREE STATES

The Department of Interior (DOI) released a proposal consisting of three options.

1. No Action Alternative

The No Action Alternative describes the consequences of continued implementation of existing agreements that control operations of Glen Canyon Dam and Hoover Dam, including under further deteriorating hydrologic conditions and reservoir elevations.

2. Priority of Rights

The proposal implements changes to both Glen Canyon Dam and Hoover Dam. The action calls for reduced releases from Glen Canyon Dam, as well as an analysis of the effects of additional Lower Colorado River Basin shortages based predominately on the priority of water rights. This impacts Arizona and Nevada the most.

3. Equal Cuts

Lower Colorado River Basin reductions that are distributed in the same percentage across all Lower Basin water users under shortage conditions. While both the 2007 Interim Guidelines and the 2019 Drought Contingency Plan encompass shortages and contributions that reflect the priority system, the incremental, additional shortages identified in this action for the remainder of the interim period would be distributed in the same percentage across all Lower Basin water users.



NEXT STEPS

Members of the public interested in providing input on the SEIS can do so through **May 30, 2023**.

RECOMMENDATION





City of Needles, California Request for Council Action

☐ CITY COUNCIL ☒ NPUA ☐ BOARD OF PUBLIC UTILITIES
☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Authorize Simon Sewer Maintenance to complete six (6) Manhole Geopolymer Rehabilitations along Front Street to W Broadway in the amount of \$36,075 utilizing Wastewater Asset Replacement Funds

Background: Staff have been conducting manhole inspections since 2019 and developing a changeout program for deteriorated and damaged manholes that need replacement or rehabilitation. In 2021, three (3) deteriorated manhole rehabilitation were completed on East Broadway at the entrance of the Wastewater Plant. In early 2022 an additional three (3) additional manhole rehabilitations were completed on Front Street and L Street.

The enclosed project is to rehabilitate six (6) manholes from the Bazoobuth Lift Station to Front St/B St. The proposed manhole rehabilitations date early 1950's and clay lined built with bricks. They are deteriorating with the brick lining falling into the manhole.

The project consists of removing and replacing 30 vertical feet of the manhole with geopolymer coating which adds 40-50 years of useful life to the manhole. The Board of Public Utilities approved the recommended action on April 18, 2023.

Fiscal Impact: As of March 31, 2022, the Wastewater Asset Replacement fund has \$302,477 available. *for Sm* Sylvia Miledi

Recommended Action: Authorize Simon Sewer Maintenance to complete six (6) Manhole Geopolymer Rehabilitations along Front Street to W Broadway in the amount of \$36,075 utilizing Wastewater Asset Replacement Funds

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: *Rick*

Date: *4/19/23*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *2*

Simon Sewer Maintenance

A Division of **SIMON FAMILY ENTERPRISES, INC.**
Jay Simon



P.O. BOX 616
FLORENCE, AZ
85132 USA
CELL (520) 360-0383

WEBSITE: www.SimonSewer.com
EMAIL: simonsezz@cybertrails.com

Date: February 1, 2023

Proposal: City of Needles Manhole Rehabilitation Project 2023

We are pleased to offer the following proposal to provide Geopolymer lining of 6 manholes, approximately 53.5 vertical feet. Our proposal is based upon correspondence with your team via email, and phone. This proposal includes providing labor, material, supervision, and equipment necessary to complete the scope of work listed below.

Scope of work performed:

- Provide pre-work submittal
- Mobilize equipment and personnel necessary to complete structure rehabilitation
- Typical surface preparation
- Spray application of Geopolymer

Item No.	Description	Qty	Unit	Rate	Total
1	Geopolymer Lining (1" Thickness) 6 manholes 4' In Diameter	53.5	VF	\$450.00	\$24,075.00
2	Manhole Frames & Lids	5	Each Set Frame w/Lid	\$2,000.00	\$10,000.00
3	Mobilization	1	Each	\$2,000.00	\$2,000.00
TOTAL PROPOSAL					\$36,075.00

This pricing does NOT INCLUDE the cost for the following:

- **Furnishing bid, performance, or payment bonds – add 1.5% if required**
- **Bypass Pumping**
- **Traffic control**
- **Non-weather-related delays**
- **Pressure grouting**
- **Well point/dewatering to lower water table**
- **Material disposal**
- **Site clearing or excavation**
- **Site Restoration**
- **Permits or fees**

General Notes & Conditions:

- **Customer to provide access and locations to the manholes**
- **Customer to provide access to potable water supply and hydrant**
- **Pricing valid for 30 days**
- **Manhole pricing based on 4' diameter manholes**
- **Pricing based on 12hr workday/6-day work week**
- **Proposal does not include installing of any inflow dish and chimney seals**
- **One mobilization is included. Each additional mobilization will be charged separately.**

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

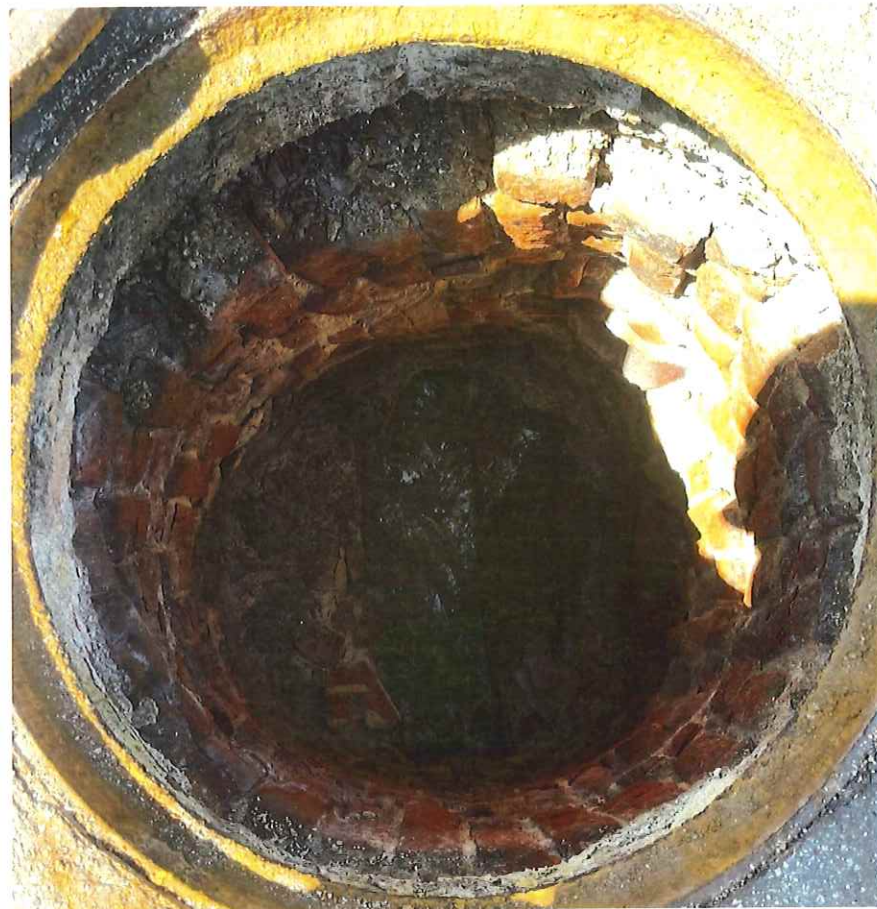
Sincerely,

Iay Simon

Manhole Rehabilitation Project



Manhole Rehabilitation





City of Needles, California Request for Council Action

☒ CITY COUNCIL/NPUA ☐ Board of Public Utilities ☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Authorize Southwest Groundwater to purchase and replace the pumping equipment for well #15 not to exceed \$64,528 to be funded by the water department asset replacement fund

Background: In early April Southwest Groundwater sub-contract Weber Water Resources (Weber), a well and pump contractor, to conduct well specific analyses, including, but not limited to:

PHASE 1

- Pull existing pump and conduct visual inspection of pump and column pipe.
- Conduct color video scan of well casing and perforations.
- Option to re-install existing equipment.
 - Assuming no problems with casing
 - Schedule Phase 2 as necessary.

PHASE 2

- Brush and bail the casing perforations and remove fill from the bottom of the well.
- Conduct a second color video, if necessary, to confirm the condition of the casing and perforations if encrustation had blocked the initial video inspection.
- Repair casing/perforations if observed to be open to the formation (holes in casing, enlarged perforations, breaks in the casing joint welds).
- Install test pumping equipment (or re-install existing pumping equipment if in good shape) to:
 - re-develop the well,
 - test for production and sand content,
 - sample the well

Southwest Groundwater and Matrix mobilized March 29th, pulled the well and conducted a video. On review of the well video, the casing and perforations appear to be in good shape and that brushing to remove soft sediment off of the louvers of some local encrustation build-up and bailing the sediment fill from the bottom of the well is recommended.

3



City of Needles, California Request for Council Action

PHASE 3


- Purchase well pumping equipment. Well #15 needs a new pump, shaft couplers, column pipe, bearings, discharge head, strainer, and airline.
- Installation of well pumping equipment.

The tentative schedule is;

- April 11th – Brush and Bail Well #15
- April 14-17th – Re-video to confirm casing and perforation condition and condition of the bottom of the well
- May 1st - Install test pump to re-develop the well on May 1. Install new pumping equipment.

The Board of Public Utilities approved the recommended action on April 18, 2023.

Fiscal Impact: As of March 31, 2023 is a balance of \$1,165,000 available in the water asset replacement fund.

 Sylvia Miledi

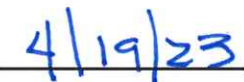
Recommended Action: Authorize Southwest Groundwater to purchase and replace the pumping equipment for well #15 not to exceed \$64,528 to be funded by the water department asset replacement fund

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review:



Date:



Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:



April 10, 2023

MATRIXNEWORLD

Engineering Progress

Rainie Torrance
Assistant Utility Manager
City of Needles
817 Third Street
Needles, California 92363

rtorrance@cityofneedles.com

SUBJECT: WELL #15 REPLACEMENT EQUIPMENT, CITY OF NEEDLES, CALIFORNIA

Dear Ms. Torrance:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) has prepared the following replacement and installation costs for specific down well equipment at City Well #15 following the review of the condition of the equipment removed from the well by Weber Water Resources (Weber) and evaluated as to the operational condition of the equipment.

Costs to replace and install the equipment are summarized in Chart 1 and the Weber direct costs are presented in Attachment I for reference.

SCOPE OF WORK

PHASE 3 – WELL #15 REPLACEMENT AND INSTALLATION EQUIPMENT COSTS

Task 3.1 – Purchase Down Well Pumping Equipment

Matrix has provided Weber's review of the down well pumping equipment to the City and has submitted recommendations to replace worn and/or non-operational equipment. The description of the individual items for replacement are presented in Attachment I. Weber will order the equipment on April 10 and anticipates delivery of equipment within 7 – 10 days.

Task 3.2 – Installation of Replacement Down Well Equipment

Following removal of fill in the bottom of the well and the re-development and testing of Well #15 (Phase 2) using temporary test pumping equipment, Weber will install the new replacement equipment into Well #15 for permanent operation. Testing is anticipated to be completed the first week of May and new equipment installation would follow over the subsequent week.

COST PROPOSAL

Matrix proposes to conduct the Phase 3 scope of work on a time and material basis not to exceed the following cost estimates without authorization. Phase 3 base equipment costs are presented in Chart 1.

CHART 1 PHASE 3 - WELL #15 REPLACEMENT EQUIPMENT COST AND INSTALLATION			
Scope of Work	Matrix Fees and Expenses	Weber Costs*	Total
Phase 3 – Well #15 Down Well Replacement and Installation Equipment Costs			
Task 3.1 – Purchase Down Well Pumping Equipment	\$500	\$41,988	\$42,488
Task 3.2 – Installation of Replacement Down Well Equipment	\$1,250	\$20,790	\$22,040
PHASE 1 SUB-TOTAL	\$1,750	\$62,778	\$64,528

*Weber's costs include a 10% Matrix administration fee.

Please call if you have questions or require further information.

Sincerely,

Matrix New World Engineering



Stephen D. Noel, RG
Principal Hydrogeologist

Attachment I – Weber Equipment and Installation Costs

ATTACHMENT I

WEBER EQUIPMENT AND INSTALLATIONS COSTS



7551 S Atwood
Mesa, AZ. 85212
Office: 480-961-1141
www.weberwaterresources.com

QUOTATION

CLIENT:		QUOTE NO:	1
ATTENTION:		PROJECT:	
PHONE:		DATE:	
EMAIL:		FROM:	Pete Noel

Weber Water Resources is pleased to offer the following service for your review and consideration:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
16	1-15/16" 10TPI Shaft Coupling 304SS	\$271.00	\$4,336.00
16	1-15/16"x3" W/L Rubber BRG	\$27.00	\$432.00
15	10"x119.25" T&C Buttx Butt Column Pipe	\$650.00	\$9,750.00
1	10"x59.25" Water Lube Column T&C Nominal 5' Butt Thread	\$410.00	\$410.00
12	7/8" 316SS Hex Head Cap Screw/ Bolt	\$18.35	\$220.20
24	7/8" 316SS Flat Washer	\$2.25	\$54.00
1	1/4" Airline tubing 1000' Polyethylene Micro-Tubing .170 ID x .250 OD	\$93.60	\$93.60
1	Fairbanks Morse 14F-5STG Bowl Asmb W/L 10" Disch w?NPT Sctn Impeller Trims: 1.19" 10" Threaded suction Case Specify Shaft Size, TPI, And Projections Standard Construction	\$18,317.00	\$18,317.00
1	Fairbanks Discharge Head 16-1/2" x 10" Water Lube	\$4,051.00	\$4,051.00
1	10" Cone Strainer Male Thread Epoxy Painted SS Wrapped	\$507.00	\$507.00
			\$0.00
SUBTOTAL			\$38,170.80
TAX			
TOTAL			\$38,170.80

TERMS & CONDITIONS

Terms net 10 days from date of invoice

Partial invoice to be generated at 30%, 60% and final completion.

Quotation valid for 10 days

Warranty: Service is warranted against defect in labor for a period of 90 days from the date of start up. Warranty does not cover acts of god, lubrication, aggregates (sand etc.), aeration, cavitations, customer supplied or used material

Freight is FOB Jobsite

All invoices are subject to a fuel surcharge

Customer is responsible for all applicable sales tax

Invoices will be based on quantities consumed

Weber reserves the right to file 20 day preliminary lien notices on all projects

Delinquent invoices will be charged an interest rate at the highest percentage rate available by law



7551 S Atwood
Mesa, AZ. 85212
Office: 480-961-1141
www.weberwaterresources.com

QUOTATION

CLIENT:	Matrix New World	QUOTE NO:	1
ATTENTION:	Steve Noel	PROJECT:	Needles Well 15 - Phase 3
PHONE:	602-955-5547	DATE:	4/10/2023
EMAIL:	snoel@mnwe.com	FROM:	Pete Noel

Weber Water Resources is pleased to offer the following service for your review and consideration:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12	Pump rig and 3 man crew to mob new equipment to site and stage.	\$325.00	\$3,900.00
30	3 man crew and pump rig to install new equipment	\$350.00	\$10,500.00
1	Per diem and hotel	\$3,500.00	\$3,500.00
10	Project Management	\$100.00	\$1,000.00
SUBTOTAL			\$18,900.00
TAX			
TOTAL			\$18,900.00

TERMS & CONDITIONS

Terms net 10 days from date of invoice

Partial invoice to be generated at 30%, 60% and final completion.

Quotation valid for 10 days

Warranty: Service is warranted against defect in labor for a period of 90 days from the date of start up. Warranty does not cover acts of god, lubrication, aggregates (sand etc.), aeration, cavitations, customer supplied or used material

Freight is FOB Jobsite

All invoices are subject to a fuel surcharge

Customer is responsible for all applicable sales tax

Invoices will be based on quantities consumed

Weber reserves the right to file 20 day preliminary lien notices on all projects

Delinquent invoices will be charged an interest rate at the highest percentage rate available by law

Sign Below to Accept Quote:

Authorized Rep		Date	
Title:		PO Number:	
Client:	Matrix New World	Email:	Pete Noel
Phone Number:	Pete Noel		

Thank you for the opportunity to be of service. Please sign, date and return with PO number and we will proceed with the project.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Board of Public Utilities ☒ NHA

Meeting Date: April 25, 2023

Title: Award bid to Final Touch Construction for the Needles Housing Authority (NHA) Windows Replacement Project.

Background: The NHA owns and leases 26 duplexes consisting of 52 residential units that were constructed in the early 1950's. The existing windows and doors on these homes have aged and deteriorated beyond their useful life.

In 2022, the NHA retained a Project Manager and Architect to design and prepare construction documents to replace approximately 302 windows and 156 doors for all units.

On March 15, 2023, the project was advertised bids with a bid opening date of April 5, 2023. The City received four (4) sealed bids from the following contractors:

• Final Touch Construction	\$ 408,289.00
• Redmond Construction	\$ 477,796.00
• R. Skelton Construction	\$ 533,510.00
• Bill Morris Construction	\$ 635,669.05

A bid evaluation has been completed for Final Touch Construction and found to be the successful bidder.

Fiscal Impact: The total project cost for the Needles Housing Authority Windows Replacement Project is \$449,117.90 to be funded by Capital Funds.

for sm Sylvia Miledi

Recommendation: Award bid to Final Touch Construction for the Needles Housing Authority Windows Replacement Project in the amount of \$408,289.00 plus 10% contingency for a total project cost of \$449,117.00 and authorize staff to execute the Public Works Agreement with Final Touch Construction and move forward with the Notice of Award and Notice to Proceed.

Submitted By: Kathy Raasch Projects Manager

City Management Review: *Kier*

Date: *4/19/23*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: *4*

City of Needles
SEALED BID OPENING

PROJECT NAME: NHA Windows Replacement Project DATE: 04/05/2023

BIDDER	DECLARATION	ADDENDUMS	BID BOND	DIR Registration	TOTAL BID

1	Final Touch Construction	Base	X	X	X	X	\$ 206,269.00
	Add Alternate 1						\$ 202,027.00
	Base Bid+ Alternate 1						\$ 408,289.00
2	Redmond Construction	Base	X	X	X	X	\$ 323,526.80
	Add Alternate 1						\$ 154,269.20
	Base Bid+ Alternate 1						\$ 477,796.00
3	Bill Morris Construction	Base	X	X	X	X	\$ 315,157.69
	Add Alternate 1						\$ 320,511.36
	Base Bid+ Alternate 1						\$ 635,669.05
4	R. Skelton Construction	Base	X	X	X	X	\$ 332,114.00
	Add Alternate 1						\$ 201,396.00
	Base Bid+ Alternate 1						\$ 533,510.00

Present at Opening:

Tammy Ellmore

Blair Fickett

Julie Bighian

Milton Lemus

Recorded by:

Candace Martinez



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ HACN ☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Resolution 2023-26 Establishing the Housing Authority of the City of Needles (HACN) Meeting Dates and Times

Background: The Charter of the City of Needles provides that the City Council shall fix, by ordinance or resolution, the date and time of its regular meetings. On February 14, 2023, the City of Needles City Council declared itself to be the Commissioners of the Housing Authority of the City of Needles (HACN) and that all rights, powers, duties, privileges, and immunities vested by the Housing Authorities Law in such Authority shall be and are vested in said Commissioners.

Fiscal Impact: None

Recommendation: Adopt Resolution 2023-26 setting the meeting dates and times of the Housing Authority of the City of Needles (HACN) to the second and fourth Tuesdays of the month at 6:00 pm.

Submitted By: City Clerk

City Management Review: 

Date: 4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5

RESOLUTION NO. 2023-26

**A RESOLUTION OF THE NEEDLES CITY COUNCIL OF THE CITY OF NEEDLES,
CALIFORNIA, ESTABLISHING MEETING DATES AND TIMES OF THE HOUSING
AUTHORITY OF THE CITY OF NEEDLES (HACN) ON THE SECOND AND FOURTH
TUESDAYS OF THE MONTH AT 6:00 PM**

WHEREAS, the Charter of the City of Needles provides that the City Council shall fix, by ordinance or resolution, the date and time of its regular meetings; and

WHEREAS, at their regular City Council meeting held on April 25, 2023, the council voted to establish the meeting dates and times of the Housing Authority of the City of Needles (HACN) to the second and fourth Tuesdays of the month at 6:00 PM.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Needles, California as follows:

"All regular meetings of the Housing Authority of the City of Needles (HACN) shall be held at the City Council Chambers on the second and fourth Tuesday of each month beginning at 6:00 p.m. Should the second or fourth Tuesday fall on a legal holiday, then the regular meeting of the Housing Authority of the City of Needles (HACN) falling on such legal holiday shall be held on the first business day thereafter at the hour of 6:00 p.m. for the regularly scheduled meeting."

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 25th day of April, 2023 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Jernigan

(SEAL)

ATTEST: _____
Dale Jones, City Clerk

APPROVED AS TO FORM:

City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Authorize Additional Public Works MCW I Position

Background: The City of Needles City Council appointed themselves the Board of Commissioners of the Housing Authority of the City of Needles on February 14, 2023

Staff is requesting one additional Public Works MCWI position be added to the Authorized Position List. The current Housing Authority maintenance employee will fill that position. The employees of the HACN will eventually become City employees funded by the HACN, similar to NPUA employees. This amendment allows the HACN maintenance person to be added to the City Public Works staff, but assigned to the Housing Authority complex on Bailey Ave.

Fiscal Impact: No Fiscal Impact.

All expenses will be reimbursed to the City from the Housing Authority City of Needles.

Recommended Action:

Approve the additional position to the Authorized Position List.

Submitted By: Tracy Beck, Human Resources Specialist

City Management Review:

Rick

Date:

4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 6



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: APRIL 25, 2023

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through APRIL 25, 2023.

Submitted By: Barbara DiLeo, Sr. Accountant

City Management Review: R. a.

Date: 4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 7

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR APRIL 25, 2023**

FUND 101	GENERAL FUND	FUND AMT.	25-Apr	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ 19,766.54	\$ 53,872.40	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 5,800.00	\$ 152,697.54	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ 31.10	\$ 461,395.80	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 9,155.72	\$ 205,850.17	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 4,755.92	\$ 211,951.10	\$ 373,159.00
101.1040.417	ENGINEERING	\$ -	\$ 236,833.70	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 355.33	\$ 34,503.51	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ 875.00	\$ 36,402.62	\$ 59,457.00
101.2010.421	SHERIFF	\$ -	\$ 2,879,216.87	\$ 3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 273,031.42	\$ 162,635.29	\$ 233,027.00
101.2025.424	BUILDING & SAFETY	\$ 297.00	\$ 261,321.47	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 175.35	\$ 524,358.71	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 23,128.43	\$ 572,735.09	\$ 849,743.00
101.4730.472	SANITATION	\$ 1,029.93	\$ 128,046.24	\$ 166,600.00
101.5770.452.	AQUATICS	\$ -	\$ 113,817.07	\$ 194,192.00
101.5772.452	PARKS	\$ 1,719.51	\$ 453,934.49	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ 250.00	\$ 72,803.05	\$ 107,923.00
101.5774.452	RECREATION	\$ 1,989.43	\$ 233,973.09	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 342,360.68	\$ 9,505,479.00	
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 1,619,553.14	\$ 4,992,512.00
FUND 205	CDBG	\$ -	\$ 6,580.00	\$ 42,692.00
FUND 206	CEMETERY	\$ -	\$ 123,421.54	\$ 202,270.00
FUND 208	CALTRANS GRANTS	\$ -	\$ 343,959.46	\$ 311,377.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ 128,190.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ 30,815.91	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ 7,748.58	\$ 140,108.83	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 5,807.60	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 772,268.36	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYCLING GRANT	\$ 90.00	\$ 2,019.34	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ 53,501.28	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 118,897.96	\$ 300,000.00
FUND 501	NPUA	\$ 250.76	\$ 2,234,858.04	\$ 2,601,074.00
FUND 502	WATER DEPARTMENT	\$ 16,867.41	\$ 1,401,079.17	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT	\$ 34,675.80	\$ 981,540.71	\$ 1,241,325.00
FUND 505	SANITATION	\$ 103,038.98	\$ 1,131,805.53	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ 3,606.19	\$ 931,263.44	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 4,651.08	\$ 463,081.48	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 11,420.88	\$ 299,188.47	\$ 370,454.00
FUND 507	GOLF FUND TOTAL	\$ 16,071.96		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 616.50	\$ 285,394.83	\$ 455,807.00
FUND 509	MIS	\$ 9,938.10	\$ 237,831.82	\$ 257,370.00
FUND 510	ADMIN. FACILITY	\$ 13,965.02	\$ 142,848.14	\$ 414,950.00
FUND 511	FLEET MANAGEMENT	\$ 4,398.90	\$ 184,321.29	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 15,352.27	\$ 15,352.27
FUND 520	SR DIAL A RIDE	\$ 7,938.29	\$ 177,670.01	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ 1,326.26	\$ 14,271.57	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ 35,227.88	\$ 336,669.54	\$ 614,438.00
FUND 580	ELECTRIC	\$ 128,744.06	\$ 7,849,824.61	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 1,561,759.46	\$ 1,956,822.00
FUND 582	NPUA CAPITAL WATER	\$ 835,030.98	\$ 1,897,029.14	\$ 11,236,959.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 1,561,896.35	\$ 30,287,261.15	\$ 57,790,205.27

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City

Rick Daniels, City Manager

Date

Sylvia Miledi, Director of Finance

Date

Virginia Tasker, City Treasurer

Date

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
17800	3702	00	A TOE TRUCK	04/25/2023	339.00	.00
17801	342	00	ABC FIRE EXTINGUISHER CO.	04/25/2023	1,960.48	.00
17802	3305	00	AGUA CALIENTE	04/25/2023	25,948.00	.00
17803	1924	00	AHA MACAV POWER SERVICE	04/25/2023	317.01	.00
17804	3635	00	ANIXTER INC	04/25/2023	3,342.24	.00
17805	3750	00	AUTO ZONE	04/25/2023	43.08	.00
17806	3916	00	BARBARA DILEO	04/25/2023	688.17	.00
17807	2629	00	BARON PEST SOLUTIONS	04/25/2023	95.00	.00
17808	4041	00	BATTERIES PLUS BULBS	04/25/2023	27.71	.00
17809	178	00	BIG O TIRES & NAPA AUTO PARTS	04/25/2023	1,615.58	.00
17810	3595	00	BOOT BARN	04/25/2023	243.83	.00
17811	7	00	BORDER STATES INDUSTRIES, INC.	04/25/2023	847.94	.00
17812	3922	00	BROOKS CONSULTING LLC	04/25/2023	18,000.00	.00
17813	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	04/25/2023	4,790.00	.00
17814	1507	00	CALIFORNIA JPJA	04/25/2023	15,707.36	.00
17815	4051	00	CORA CONSTRUCTORS, INC.	04/25/2023	415,392.63	.00
17816	1	00	D.R. & G SERVICES	04/25/2023	64.49	.00
17817	2934	00	DANA KEPNER COMPANY INC.	04/25/2023	9,111.04	.00
17818	3809	00	DATA TICKET INC.	04/25/2023	487.90	.00
17819	2487	00	DELL MARKETING L.P.	04/25/2023	3,606.19	.00
17820	4054	00	DESERT SUN OIL CORP.	04/25/2023	55.58	.00
17821	3523	00	DEVELOPMENT MANAGEMENT GROUP INC.	04/25/2023	2,500.00	.00
17822	3580	00	DIAMOND PURE WATER	04/25/2023	55.50	.00
17823	501	00	DOI-BOR-REGION: LOWER COLORADO	04/25/2023	11,545.80	.00
17824	1	00	DOTTIE GARCIA	04/25/2023	200.00	.00
17825	3943	00	ELLEN CAMPBELL	04/25/2023	354.58	.00
17826	3928	00	ERIN DUCKHORN	04/25/2023	90.00	.00
17827	3462	00	FUSI LLC	04/25/2023	26,177.24	.00
17828	1295	00	FRONTIER	04/25/2023	249.20	.00
17829	4012	00	GOLFNOW	04/25/2023	295.00	.00
17830	324	00	GRAINGER	04/25/2023	1,461.35	.00
17831	3966	00	GT GOLF SUPPLIES	04/25/2023	345.71	.00
17832	2612	00	HARDWARE EXPRESS INCORP.	04/25/2023	435.13	.00
17833	3593	00	HINDERLITER DE LLAMAS & ASSOCIATES	04/25/2023	606.74	.00
17834	3864	00	HORIZON TECHNOLOGIES INC.	04/25/2023	980.00	.00
17835	3949	00	JANET JERNIGAN	04/25/2023	681.34	.00
17836	4090	00	JOHN SIMMONS ROOFING	04/25/2023	11,020.00	.00
17837	83	00	LAWSON PRODUCTS INC.	04/25/2023	387.12	.00
17838	1	00	LAWSON, STEVEN	04/25/2023	164.20	.00
17839	3283	00	LOWE'S	04/25/2023	648.29	.00
17840	3968	00	MERIDIAN CONSULTANTS, LLC	04/25/2023	3,780.00	.00
17841	3998	00	MICHAEL BAKER INTERNATIONAL, INC	04/25/2023	3,275.00	.00
17842	1	00	MOORE, VIOLET L.	04/25/2023	22.07	.00
17843	218	00	NEWS WEST PUBLISHING CO.	04/25/2023	218.31	.00
17844	1786	00	NEUA	04/25/2023	5,845.98	.00
17845	3863	00	OMEGA INDUSTRIAL SUPPLY, INC.	04/25/2023	636.55	.00
17846	3315	00	ONLINE INFORMATION SERVICES	04/25/2023	89.20	.00
17847	4074	00	PACIFIC HYDROTECH CORPORATION	04/25/2023	399,335.16	.00
17848	1763	00	PURCHASE POWER	04/25/2023	2,632.36	.00
17849	245	00	PREMIER GOLF CARS INC.	04/25/2023	121.53	.00
17850	15	00	QUILL LLC	04/25/2023	367.37	.00

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
17851	309	00	REPUBLIC SERVICES #785	04/25/2023	103,038.98	.00
17852	4049	00	ROGER MILLER	04/25/2023	190.89	.00
17853	2468	00	RON'S TIRE & AUTO REPAIR	04/25/2023	2,100.89	.00
17854	3796	00	ROUTE 66 BROADBAND LLC	04/25/2023	695.00	.00
17855	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	04/25/2023	280,780.00	.00
17856	1826	00	SIMPSON NORTON CORP.	04/25/2023	496.22	.00
17857	3344	00	SLOVAK BARON & EMPEY LLP	04/25/2023	54,890.15	.00
17858	3698	00	SOUTH POINT PRINTING	04/25/2023	296.00	.00
17859	284	00	SOUTHWEST GAS CORP.	04/25/2023	18.50	.00
17860	3959	00	SRIXON/CLEVELAND GOLF/XXIO	04/25/2023	691.60	.00
17861	3875	00	STANTEC CONSULTING SERVICES INC.	04/25/2023	497.92	.00
17862	3929	00	STAR NURSERY, INC	04/25/2023	476.32	.00
17863	3631	00	STOTZ EQUIPMENT	04/25/2023	10.23	.00
17864	3705	00	SUPERION, LLC	04/25/2023	225.00	.00
17865	3826	00	SWEEPER SHOP	04/25/2023	96.52	.00
17866	1649	00	SWRCB	04/25/2023	1,738.00	.00
17867	4008	00	THE PRINTER GUYS LLC.	04/25/2023	756.98	.00
17868	3917	00	TOUCHSTONE GOLF LLC	04/25/2023	12,621.05	.00
17869	3873	00	TRANSPORTATION CONCEPTS	04/25/2023	44,196.43	.00
17870	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	04/25/2023	150.00	.00
17871	3266	00	TRI STATE TOOL REPAIR	04/25/2023	42.23	.00
17872	772	00	TRI-STATE ACE HARDWARE	04/25/2023	482.51	.00
17873	2819	00	TRI-STATE HOSE & FITTINGS	04/25/2023	72.42	.00
17874	2798	00	U.S. DEPARTMENT OF ENERGY	04/25/2023	46,765.57	.00
17875	3272	00	ULINE	04/25/2023	227.91	.00
17876	3825	00	ULTRA PEST CONTROL, LLC	04/25/2023	45.00	.00
17877	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	04/25/2023	97.50	.00
17878	3830	00	UNIFIRST CORPORATION	04/25/2023	683.68	.00
17879	4073	00	WELLINGTON ENERGY INC.	04/25/2023	18,710.69	.00
17880	326	00	WESTERN ALARM SERVICE INC.	04/25/2023	60.00	.00
17881	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	04/25/2023	667.00	.00
17882	1057	00	WESTERN TECHNOLOGIES INC	04/25/2023	1,592.50	.00
17883	1023	00	XEROX	04/25/2023	311.00	.00
17884	1293	00	ZUBRICK T-SHIRTS	04/25/2023	1,029.60	.00
17885	3828	00	3D-NETWORKS LLC	04/25/2023	9,938.10	.00

NUMBER OF CHECKS 86 GRAND TOTAL 1,561,896.35

PREPARED 04/13/2023, 9:29:23

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2023/10
REPORT NUMBER 125

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
17800	3702	A TOE TRUCK	005182		04/25/2023	511-3021-432.43-38	339.00 339.00 *	339.00
17801	342	ABC FIRE EXTINGUISHER CO.	005194 005194 005194 005194 005194 005194 005198		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 101-2020-423.43-29 502-4710-471.61-21 503-4720-475.61-21	819.40 134.20 370.00 67.00 160.00 409.88 1,960.48 *	339.00
17802	3305	AGUA CALIENTE	005194		04/25/2023	580-4750-473.63-10	25,948.00 25,948.00 *	25,948.00
17803	1924	AHA MACAV POWER SERVICE	005143		04/25/2023	580-4750-473.63-12	317.01 317.01 *	317.01
17804	3635	ANIXTER	005172		04/25/2023	580-4750-473.60-55	3,342.24 3,342.24 *	3,342.24
17805	3750	AUTO ZONE	005159		04/25/2023	511-3021-432.43-27	43.08 43.08 *	43.08
17806	3916	BARBARA DILEO	005194 005194 005194 005194 005194		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	101-1025-415.61-01 101-1030-414.61-31 502-4710-471.60-17 101-2030-423.55-00 502-4710-471.69-22	31.58 219.89 15.54 375.03 46.13 688.17 *	688.17
17807	2629	BARON PEST SOLUTIONS	005194		04/25/2023	510-4410-405.43-01	95.00 95.00 *	95.00
17808	4041	BATTERIES PLUS BULBS	005175		04/25/2023	580-4750-473.60-55	27.71 27.71 *	27.71
17809	178	BIG O TIRES & NAPA AUTO P	005160 005160 005160 005160 005160 005176 005177 005194		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	511-3021-432.43-27 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 511-3020-432.61-28 511-3021-432.43-27 511-3020-432.61-14 511-3021-432.43-27 580-4750-473.60-55	453.87 40.00 8.17 204.84 96.91 33.45 399.91 376.68 1.75 1,615.58 *	1,615.58
17810	3595	BOOT BARN	005178		04/25/2023	502-4710-471.60-28	243.83 243.83 *	243.83

PROGRAM: GM346L
CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
17811	7	BORDER STATES INDUSTRIES,	005178 005194		04/25/2023 04/25/2023	580-4750-473.60-55 580-4750-473.60-55	385.68 462.26 847.94 *	847.94
17812	3922	BROOKS CONSULTING LLC	PI0285	023096	04/25/2023	580-4750-473.31-16	18,000.00 18,000.00 *	18,000.00
17813	1213	CALIFORNIA DEPT. OF TAX &	005143		04/25/2023	580-4750-473.63-41	4,790.00 4,790.00 *	4,790.00
17814	1507	CALIFORNIA JPIA	005250		04/25/2023	101-0000-210.00-00	15,707.36 15,707.36 *	15,707.36
17815	4051	CORA CONSTRUCTORS, INC.	PI0290 PI0291 PI0292 PI0293	023009 023009 023026 023026	04/25/2023 04/25/2023 04/25/2023 04/25/2023	582-4710-471.71-05 582-4710-471.71-05 582-4710-471.71-05 582-4710-471.71-05	126,580.40 97,911.27 82,125.96 108,775.00 415,392.63 *	415,392.63
17816	1	D.R. & G SERVICES	UT		04/25/2023	501-0000-211.00-00	64.49 64.49 *	64.49
17817	2934	DANA KEPNER COMPANY INC.	005120 005121 005122 005123 005143		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 503-4720-475.43-14	3,866.40 2,405.73 926.65 1,769.86 142.40 9,111.04 *	9,111.04
17818	3809	DATA TICKET INC.	005194 005196		04/25/2023 04/25/2023	101-2030-423.31-10 101-2030-423.31-10	537.90 50.00- 487.90 *	487.90
17819	2487	DELL MARKETING L.P.	005172		04/25/2023	506-4713-477.61-01	3,606.19 3,606.19 *	3,606.19
17820	4054	DESERT SUN OIL CORP.	005199		04/25/2023	508-4810-478.62-00	55.58 55.58 *	55.58
17821	3523	DEVELOPMENT MANAGEMENT GR	PI0296 PI0297 PI0298	023042 023042 023042	04/25/2023 04/25/2023 04/25/2023	101-1060-410.53-05 502-4710-471.53-05 580-4750-473.53-05	875.00 414.10 1,210.90 2,500.00 *	2,500.00
17822	3580	DIAMOND PURE WATER	005179 005194		04/25/2023 04/25/2023	510-4410-405.61-01 503-4720-475.43-02	24.00 31.50 55.50 *	55.50
17823	501	DOI-BOR-REGION: LOWER COL	005179		04/25/2023	580-4750-473.63-10	11,545.80 11,545.80 *	11,545.80

PREPARED 04/13/2023, 9:29:23

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2023/10
REPORT NUMBER 125

PAGE 3

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
17824	1	DOTTIE GARCIA	005195		04/25/2023	101-0000-362.01-00	200.00 *	200.00
17825	3943	ELLEN CAMPBELL	005118		04/25/2023	101-1030-414.55-00	354.58 *	354.58
17826	3928	ERIN DUCKHORN	005180		04/25/2023	239-4730-472.31-90	90.00 *	90.00
17827	3462	EUSI LLC	PI0281	023006	04/25/2023	503-4720-475.31-98	26,177.24 *	26,177.24
17828	1296	FRONTIER	005190		04/25/2023	101-5774-452.52-10	249.20 *	249.20
17829	4012	GOLFNOW, LLC	005180		04/25/2023	507-5762-454.61-09	295.00 *	295.00
17830	324	GRAINGER	005128 005173		04/25/2023 04/25/2023	580-4750-473.60-55 101-5772-452.60-40	296.96 1,164.39 1,461.35 *	1,461.35
17831	3966	GT GOLF SUPPLIES	005124		04/25/2023	507-5762-454.44-10	345.71 *	345.71
17832	2612	HARDWARE EXPRESS INCORP.	005125 005126 005161 005161 005161 005161 005162 005162 005162 005172 005172 005180 005180 005180 005180		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	502-4710-471.43-57 502-4710-471.43-57 503-4720-475.61-33 101-3010-431.60-11 101-3010-431.60-11 101-3010-431.60-11 101-3010-431.60-11 101-5772-452.43-57 101-5772-452.61-12 101-5772-452.43-18 502-4710-471.60-55 502-4710-471.60-55 580-4750-473.60-55 503-4720-475.61-33 580-4750-473.60-55 101-3010-431.60-11 101-3010-431.60-11	51.94 18.42 84.93 12.26 2.56 7.35 26.61 7.77 10.23 4.70 26.60 38.70 35.58 56.29 19.34 21.63 10.22 435.13 *	
17833	3593	HINDERLITER DE LLAMAS & A	005172		04/25/2023	101-1025-415.31-91	606.74 *	606.74
17834	3864	HORIZON TECHNOLOGIES INC.	005180 005180 005180		04/25/2023 04/25/2023 04/25/2023	101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10	70.00 70.00 70.00	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC./RETAIN)	CHECK TOTAL
17834	3864	HORIZON TECHNOLOGIES INC.	005180		04/25/2023	503-4720-475.52-10	140.00	
			005180		04/25/2023	502-4710-471.52-10	280.00	
			005180		04/25/2023	580-4750-473.52-10	175.00	
			005180		04/25/2023	101-3010-431.52-10	175.00	
							980.00	980.00
17835	3949	JANET JERNIGAN	005180		04/25/2023	101-1030-414.55-00	681.34	681.34
							681.34	
17836	4090	JOHN SIMMONS ROOFING	PI0295	023111	04/25/2023	510-4410-405.72-11	11,020.00	
							11,020.00	11,020.00
17837	83	LAWSON PRODUCTS INC.	005170		04/25/2023	503-4720-475.43-14	387.12	
							387.12	387.12
17838	1	LAWSON, STEVEN	UT		04/25/2023	501-0000-211.00-00	164.20	
							164.20	164.20
17839	3283	LOWE'S	005200		04/25/2023	101-3010-431.61-21	341.72	
			005200		04/25/2023	580-4750-473.61-01	306.57	
							648.29	648.29
17840	3968	MERIDIAN CONSULTANTS, LLC	005217		04/25/2023	101-0000-204.03-01	3,780.00	
							3,780.00	3,780.00
17841	3998	MICHAEL BAKER INTERNATIONAL	PI0283	023045	04/25/2023	101-1035-416.31-90	3,275.00	
							3,275.00	3,275.00
17842	1	MOORE, VIOLET L.	UT		04/25/2023	501-0000-211.00-00	22.07	
							22.07	22.07
17843	218	NEWS WEST PUBLISHING CO.	005172		04/25/2023	508-4810-478.53-00	139.13	
			005218		04/25/2023	101-0000-204.03-01	79.18	
							218.31	218.31
17844	1786	NPUA	005129		04/25/2023	507-5762-454.41-12	502.43	
			005130		04/25/2023	507-5762-454.41-10	215.32	
			005131		04/25/2023	507-5762-454.41-20	64.62	
			005132		04/25/2023	507-5762-454.41-21	64.62	
			005133		04/25/2023	507-5762-454.41-30	245.64	
			005180		04/25/2023	502-4710-471.41-10	35.76	
			005180		04/25/2023	580-4750-473.41-11	2,812.27	
			005195		04/25/2023	580-4750-473.41-11	45.22	
			005195		04/25/2023	502-4710-471.41-10	1,860.10	
							5,845.98	5,845.98
17845	3863	OMEGA INDUSTRIAL SUPPLY,	005171		04/25/2023	503-4720-475.43-02	636.55	
							636.55	636.55
17846	3315	ONLINE INFORMATION SERVIC	005180		04/25/2023	508-4810-478.31-46	89.20	

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
17846	3315	ONLINE INFORMATION SERVIC					89.20 *	89.20
17847	4074	PACIFIC HYDROTECH CORPORA	PI0287	023080	04/25/2023	582-4710-471.71-05	399,335.16 399,335.16 *	399,335.16
17848	1763	PITNEY BOWES BANK INC PUR	005171		04/25/2023	510-4410-405.70-03	2,632.36 2,632.36 *	2,632.36
17849	245	PREMIER GOLF CARS INC.	005201		04/25/2023	507-5762-454.43-04	121.53 121.53 *	121.53
17850	15	QUILL LLC	005134 005171		04/25/2023 04/25/2023	510-4410-405.61-01 508-4810-478.61-01	123.96 243.41 367.37 *	367.37
17851	309	REPUBLIC SERVICES #78	PI0282	023014	04/25/2023	505-4730-472.31-87	103,038.98 103,038.98 *	103,038.98
17852	4049	ROGER MILLER	005201 005201		04/25/2023 04/25/2023	507-5761-453.43-04 507-5761-453.43-04	162.30 28.59 190.89 *	190.89
17853	2468	RON'S TIRE & AUTO REPAIR	005173		04/25/2023	511-3021-432.43-26	2,100.89 2,100.89 *	2,100.89
17854	3796	ROUTE 66 BROADBAND LLC	005135 005136 005171 005171		04/25/2023 04/25/2023 04/25/2023 04/25/2023	507-5761-453.52-10 101-2020-423.52-10 101-5773-452.52-10 101-5774-452.52-10	180.00 160.00 190.00 165.00 695.00 *	695.00
17855	3361	S.B.COUNTY SHERIFF'S DEPA	005202 005202		04/25/2023 04/25/2023	101-2010-421.31-80 225-2010-421.31-80	273,031.42 7,748.58 280,780.00 *	280,780.00
17856	1826	SIMPSON NORTON CORP.	005201		04/25/2023	507-5761-453.43-04	496.22 496.22 *	496.22
17857	3344	SLOVAK BARON EMPEY MURPHY	005224 005225 005226 005227 005228 005229 005230 005231 005232 005233 005234 005235		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	101-1025-415.31-50 101-1015-412.31-50 502-4710-471.31-50 503-4720-475.31-50 580-4750-473.31-50 502-4710-471.31-50 503-4720-475.31-50 101-1025-415.31-50 502-4710-471.31-50 580-4750-473.31-50 101-2030-423.31-50 101-2030-423.31-50	429.40 5,800.00 1,933.33 1,933.33 1,933.34 2,363.40 2,363.40 8,056.90 161.14 7,895.76 248.60 11,591.80	

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
17857	3344	SLOVAK BARON EMPEY MURPHY	005236 005237 005238 005239 005240		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50	119.90 9,114.85 730.80 90.40 123.80 54,890.15 *	
17858	3698	SOUTH POINT PRINTING	005201		04/25/2023	520-4740-462.53-00	296.00 296.00 *	296.00
17859	284	SOUTHWEST GAS CORP.	005202 005202		04/25/2023 04/25/2023	510-4410-405.41-60 507-5761-453.41-50	7.50 11.00 18.50 *	18.50
17860	3959	SRIXON/CLEVELAND GOLF/XXI	005137		04/25/2023	507-5762-454.44-10	691.60 691.60 *	691.60
17861	3875	STANTEC CONSULTING SERVIC	PI0284	023069	04/25/2023	580-4750-473.31-10	497.92 497.92 *	497.92
17862	3929	STAR NURSERY, INC	005142		04/25/2023	101-5772-452.43-18	476.32 476.32 *	476.32
17863	3631	STOTZ EQUIPMENT	005202		04/25/2023	507-5761-453.43-04	10.23 10.23 *	10.23
17864	3705	SUPERION, LLC	005119		04/25/2023	580-4750-473.31-40	225.00 225.00 *	225.00
17865	3826	SWEEPER SHOP	005171		04/25/2023	511-3021-432.43-26	96.52 96.52 *	96.52
17866	1649	SWRCB	005219		04/25/2023	503-4720-475.69-03	1,738.00 1,738.00 *	1,738.00
17867	4008	THE PRINTER GUYS LLC	005183 005202 005202 005202 005202		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	101-1040-417.61-02 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02	179.98 144.25 144.25 144.25 144.25 756.98 *	
17868	3917	TOUCHSTONE GOLF LLC	005138 005139 005140 005142 005184 005185 005186 005187		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	507-5761-453.31-90 507-5762-454.31-90 507-5761-453.31-90 507-5762-454.31-90 507-5762-454.31-90 507-5762-454.31-90 507-5762-454.31-90 507-5762-454.55-00	1,820.66 980.35 606.89 326.78 588.93 588.93 588.93 205.45	

PREPARED 04/13/2023, 9:29:23

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2023/10
REPORT NUMBER 125

PAGE 7

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
17868	3917	TOUCHSTONE GOLF LLC	005202 005202 PI0286	023001	04/25/2023 04/25/2023 04/25/2023	507-5761-453.31-90 507-5762-454.31-90 507-5762-454.31-89	1,335.19 578.94 5,000.00 12,621.05 *	12,621.05
17869	3873	TRANSPORTATION CONCEPTS	005180 005180 005180 005180 005180 005180 005180 005180		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	525-4770-461.32-90 525-4770-461.62-00 520-4740-462.32-90 520-4740-462.51-20 520-4740-462.62-00 521-4740-462.32-90 521-4740-462.51-20 521-4740-462.62-00	32,897.54 2,330.34 6,117.47 1,215.79 309.03 945.05 303.95 77.26 44,196.43 *	44,196.43
17870	3693	TRI STATE COMMUNITY HEALTH	005173		04/25/2023	101-3010-431.31-20	150.00 150.00 *	150.00
17871	3266	TRI STATE TOOL REPAIR	005180		04/25/2023	101-3010-431.60-11	42.23 42.23 *	42.23
17872	772	TRI-STATE ACE HARDWARE	005180		04/25/2023	101-5774-452.43-18	482.51 482.51 *	482.51
17873	2819	TRI-STATE HOSE & FITTINGS	005202		04/25/2023	580-4750-473.60-55	72.42 72.42 *	72.42
17874	2798	U.S. DEPARTMENT OF ENERGY	005172 005180 005180		04/25/2023 04/25/2023 04/25/2023	580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10	40,133.09 224.98 6,407.50 46,765.57 *	46,765.57
17875	3272	ULINE	005171		04/25/2023	101-3010-431.61-01	227.91 227.91 *	227.91
17876	3825	ULTRA PEST CONTROL, LLC	005191		04/25/2023	101-5774-452.43-18	45.00 45.00 *	45.00
17877	315	UNDERGROUND SERVICE ALERT	005179 005179 005179		04/25/2023 04/25/2023 04/25/2023	503-4720-475.49-14 502-4710-471.43-04 580-4750-473.49-14	32.50 32.50 32.50 97.50 *	97.50
17878	3830	UNIFIRST CORPORATION	005143 005143 005143 005143 005171 005172 005172		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	502-4710-471.61-04 503-4720-475.61-04 580-4750-473.61-04 508-4810-478.61-04 101-5774-452.61-06 511-3020-432.61-04 101-5772-452.61-04	29.64 16.83 137.83 7.53 9.06 102.79 28.05	

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
17878	3830	UNIFIRST CORPORATION	005192 005192 005192 005192 005192 005202 005202		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	101-5774-452.61-06 508-4810-478.61-04 502-4710-471.61-04 580-4750-473.61-04 511-3020-432.61-04 101-5772-452.61-04 507-5762-454.43-08 503-4720-475.61-04	9.06 11.65 29.64 137.83 102.79 28.05 7.94 8.16 16.83 683.68	683.68
17879	4073	WELLINGTON ENERGY INC.	PI0294	023110	04/25/2023	582-4710-471.71-02	18,710.69 18,710.69	18,710.69
17880	326	WESTERN ALARM SERVICE INC	005192		04/25/2023	101-5773-452.43-40	60.00 60.00	60.00
17881	3528	WESTERN ENVIRONMENTAL TES	005171 005202 005202		04/25/2023 04/25/2023 04/25/2023	503-4720-475.59-75 503-4720-475.59-75 502-4710-471.59-75	257.00 252.00 158.00 667.00	667.00
17882	1057	WESTERN TECHNOLOGIES INC	PI0288 PI0289	023090 023090	04/25/2023 04/25/2023	582-4710-471.71-05 582-4710-471.71-05	1,042.50 550.00 1,592.50	1,592.50
17883	1023	XEROX	005202 005202 005202 005202 005202 005202 005202		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	101-1020-413.70-01 101-1025-415.70-01 101-1030-414.70-01 101-1035-416.70-01 101-1040-417.70-01 101-2025-424.70-01 101-2030-423.70-01 101-3010-431.70-01 510-4410-405.70-01	31.10 31.10 49.76 31.10 31.10 31.10 31.10 12.44 62.20 311.00	311.00
17884	1293	ZUBRICK T-SHIRTS	005171		04/25/2023	101-5774-452.60-31	1,029.60 1,029.60	1,029.60
17885	3828	3D-NETWORKS LLC	005142 005142 005171 005171 005180 005202		04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	509-4910-479.31-53 509-4910-479.31-90 509-4910-479.31-53 509-4910-479.31-90 509-4910-479.52-13 509-4910-479.31-90	375.00 2,250.00 500.00 4,400.00 1,713.10 9,938.10	9,938.10
BANK/CHECK TOTAL							1,561,896.35	1,561,896.35

BANK/CHECK TOTAL

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
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ALL BANKS/CHECKS TOTAL

1,561,896.35

1,561,896.35

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR APRIL 07, 2023**

FUND 101	GENERAL FUND	FUND AMT.	7-Apr	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ 4,929.59	\$ 48,072.40	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 71.00	\$ 152,253.94	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ 322.20	\$ 448,171.52	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 104.25	\$ 204,600.22	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 143.81	\$ 202,610.35	\$ 373,159.00
101.1040.417	ENGINEERING	\$ 230.19	\$ 235,874.84	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 33,628.51	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ -	\$ 36,334.97	\$ 59,457.00
101.2010.421	SHERIFF	\$ -	\$ 2,606,185.45	\$ 3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 104.69	\$ 161,989.48	\$ 233,027.00
101.2025.424	BULDING & SAFETY	\$ 210.35	\$ 259,743.53	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 284.75	\$ 500,543.46	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 254.42	\$ 570,945.46	\$ 849,743.00
101.4730.472	SANITATION	\$ 26.38	\$ 127,981.09	\$ 166,600.00
101.5770.452	AQUATICS	\$ -	\$ 113,756.29	\$ 194,192.00
101.5772.452	PARKS	\$ 212.24	\$ 451,466.77	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ 31.42	\$ 72,315.45	\$ 107,923.00
101.5774.452	RECREATION	\$ 613.31	\$ 231,568.40	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 7,538.60	\$ 9,505,479.00	\$ 9,505,479.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 1,619,553.14	\$ 4,992,512.00
FUND 205	CDBG	\$ -	\$ 6,580.00	\$ 42,692.00
FUND 206	CEMETERY	\$ 71.11	\$ 123,187.96	\$ 202,270.00
FUND 208	CALTRANS GRANTS	\$ -	\$ 343,959.46	\$ 311,377.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ 128,190.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ 36,759.66	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 132,360.25	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 5,807.60	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 772,268.36	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYCLING GRANT	\$ -	\$ 2,019.34	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY	\$ 55.67	\$ 53,289.27	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 118,897.96	\$ 300,000.00
FUND 501	NPUA	\$ -	\$ 2,066,609.40	\$ 2,601,074.00
FUND 502	WATER DEPARTMENT	\$ 265.81	\$ 1,391,575.99	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT	\$ 169.96	\$ 946,380.57	\$ 1,241,325.00
FUND 505	SANITATION	\$ -	\$ 1,028,766.55	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ 67.84	\$ 927,473.50	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	\$ -
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ 458,430.40	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ 284,611.83	\$ 370,454.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -	\$ -
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 279.43	\$ 284,148.82	\$ 455,807.00
FUND 509	MIS	\$ -	\$ 227,893.72	\$ 257,370.00
FUND 510	ADMIN. FACILITY	\$ (110.00)	\$ 128,883.12	\$ 414,950.00
FUND 511	FLEET MANAGEMENT	\$ 130.28	\$ 179,605.22	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 15,352.27	\$ 15,352.27
FUND 520	SR DIAL A RIDE	\$ -	\$ 169,731.72	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 12,945.31	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 301,441.66	\$ 614,438.00
FUND 580	ELECTRIC	\$ 3,385.95	\$ 9,718,748.69	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 1,561,759.46	\$ 1,956,822.00
FUND 582	NPUA CAPITAL WATER	\$ -	\$ 1,061,998.16	\$ 11,236,959.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 11,854.65	\$ 30,567,271.52	\$ 57,790,205.27

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City

Rick Daniels, City Manager

4/15/23
Date

Sylvia Miledi, Director of Finance

4/17/23
Date

Virginia Tasker, City Treasurer

4-18-2023
Date

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ TAKEN	RETAINAGE
17794	1305	00	GREAT WEST LIFE	04/07/2023	5,844.00		.00
17795	3634	00	GREAT-WEST LIFE & ANNUITY	04/07/2023	932.27		.00
17796	2879	00	JENNIFER VALENZUELA	04/07/2023	488.26		.00
17797	3458	00	MUTUAL OF OMAHA	04/07/2023	4,066.53		.00
17798	1199	00	SBPEA TEAMSTERS LOCAL 1932	04/07/2023	1,015.68		.00
17799	1199	00	SBPEA TEAMSTERS LOCAL 1932	04/07/2023	527.91		.00
NUMBER OF CHECKS				6	12,874.65		
				GRAND TOTAL			

PREPARED 04/06/2023, 8:01:08

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2023/10
REPORT NUMBER 124

PAGE 2

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
17797	3458	MUTUAL OF OMAHA	005158 005158 005158		04/07/2023 04/07/2023 04/07/2023	508-4810-478.24-10 511-3020-432.24-10 580-4750-473.24-10	236.31 96.33 743.60 4,066.53 *	4,066.53
17798	1199	SBPEA TEAMSTERS LOCAL 193	005155 005156 005157 005158 005158 005158 005158		04/07/2023 04/07/2023 04/07/2023 04/07/2023 04/07/2023 04/07/2023 04/07/2023	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 214.70 580-0000-209.03-01	562.00 132.70 29.21 43.12 33.95 1,015.68 *	1,015.68
17799	1199	SBPEA TEAMSTERS LOCAL 193	005152 005153 005154		04/07/2023 04/07/2023 04/07/2023	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	416.53 50.44 60.94 527.91 *	527.91
BANK/CHECK TOTAL							11,854.65	12,874.65
ALL BANKS/CHECKS TOTAL							11,854.65	12,874.65

MINUTES

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY OF THE CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA - TUESDAY, APRIL 11, 2023
COUNCIL EXECUTIVE SESSION – 5:00 P.M. - CITY COUNCIL MEETING – 6:00 P.M.
CITY COUNCIL CHAMBERS - 1111 BAILEY AVENUE, NEEDLES

CALL TO ORDER

Mayor Jernigan called the meeting to order at 5:03 pm

ROLL CALL

*Present: Mayor Jan Jernigan, Council Members Ellen Campbell, Jamie McCorkle, JoAnne Pogue, and Henry Longbrake. Also present; City Manager Rick Daniels, Assistant City Manager Patrick Martinez, City Attorney John Pinkney and City Clerk Dale Jones.
Vice Mayor Kirsten Merritt arrived at 5:04 pm.*

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS – None

RECESS TO EXECUTIVE SESSION at 5:04 pm

Council Member Tona Belt arrived at 5:12 pm and entered executive session.

- a) Conference with Labor Negotiators Pursuant to Government Code Section 54957.6. Agency Designated Representative: Rick Daniels or his designee. Unrepresented Employee: Successor City Manager Candidate
- b) Public Employee Performance Evaluation pursuant to Government Code §54957 - Title of position: City Clerk

Mayor Jernigan called the meeting to order at 6:04 pm.

EXECUTIVE SESSION – City Attorney Pinkney announced there was no reportable action taken.

ROLL CALL (Previously Taken)

INVOCATION by Council Member Campbell

PLEDGE OF ALLEGIANCE – led by Mayor Jernigan

APPROVAL OF AGENDA

A motion to approve the agenda was made by Council Member Belt, seconded by Council Member Campbell and carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Merritt, Pogue, Belt, and Longbrake

Noes: None

Absent: None

CONFLICT OF INTEREST - Council Member Campbell declared a conflict-of-interest on NPUA/Council Item 2 because she lives too close to the project in question.

CORRESPONDENCE - None

INTRODUCTIONS - None

CITY ATTORNEY - Parliamentary procedures given by City Attorney Pinkney.

PUBLIC APPEARANCE –

Judy Thornton gave an update on Friends of El Garces and announced the 85 new bricks were set and that there would be a dedication on April 12, 2023, at 1pm.

Jared Johnston thanked the sheriffs' department for their help in finding two lost girls and reported on the semi that crashed into a neighborhood off highway 40; reported on the hazmat cleanup and recommended use of the company Mohave Blue for future hazmat needs.

Pastor Jim Jones mentioned installing bathrooms in Santa Fe Park and encouraged public use of the park; suggested the City take over the El Garces rentals and create an oversight board; expressed interest in participating in the Housing Commission that is being established and informed council he will be at Santa Fe Park on Saturday, April 15 at noon where there will be music and a picnic.

Thomas Bond introduced himself, a resident of Golden Valley, where he owns a small production company and spoke about a project he has been working on in Golden Valley to create a British Village and presented the idea of a river boat in Needles that runs to the London Bridge and creating a bridge port village near Jack Smith Park.

PRESENTATION

1) *Terri Pilawa, One Legacy Ambassador, shared her organ transplant story and Mayor Jernigan presented her with a proclamation naming April 2023 as National Donate Life Month*

RECESSED THE CITY COUNCIL MEETING AND CONVENED A JOINT COUNCIL / NPUA MEETING (Roll Call previously taken) at 6:24 pm

PUBLIC COMMENTS PERTAINING TO THE NPUA / COUNCIL ITEMS - None

NPUA / COUNCIL CONSENT CALENDAR:

Member/Council Member Campbell declared a conflict of interest on item 2 as she lives close to the project address.

2) NPUA / COUNCIL: Authorized a change order to Petrelli Electric Inc. to increase the Cibola Alley project by \$30,515 and include a crossarm changeout on 'J' Street for \$45,292, for a total cost of \$75,807 to be funded by the electric asset replacement fund

Member/Council Member Belt moved, seconded by Member/Council Member Merritt to approve NPUA Consent item 2. Motion carried by the following roll call vote:

Ayes: Member/Council Members Jernigan, McCorkle, Merritt, Pogue, Belt, and Longbrake

Noes: None

Absent: None

Abstain: Member/Council Member Campbell

3) NPUA / COUNCIL: Authorized Southwest Groundwater to conduct an evaluation and rehabilitation of well #15 at a total cost not to exceed \$140,000 to be funded by the water department asset replacement fund

Member/Council Member Belt moved, seconded by Member/Council Member Merritt to approve NPUA Consent item 3. Motion carried by the following roll call vote:

Ayes: Member/Council Members Jernigan, Campbell, McCorkle, Merritt, Pogue, Belt, and Longbrake

Noes: None

Absent: None

RECESSED THE JOINT NPUA / CITY COUNCIL MEETING AND CONVENED A JOINT COUNCIL / HOUSING AUTHORITY OF THE CITY OF NEEDLES (HACN) MEETING (Roll Call previously taken) at 6:27 pm.

PUBLIC COMMENTS PERTAINING TO THE HACN / COUNCIL ITEMS – None

- 4) HACN/COUNCIL: Approve the Proposed Budget for the fiscal year ending 06/30/23 for the Housing Authority of the City of Needles

City Manager Rick Daniels reported. Council inquired about salaries listed in the proposed budget.

Member/Council Member Campbell moved, seconded by Member/Council Member Pogue to approve the Proposed Budget for the fiscal year ending 06/30/23 for the Housing Authority of the City of Needles Motion carried by the following roll call vote:

Ayes: Member/Council Members Jernigan, Campbell, McCorkle, Merritt, Pogue, Belt, and Longbrake

Noes: None

Absent: None

ADJOURN THE HOUSING AUTHORITY OF THE CITY OF NEEDLES MEETING AND RECONVENE THE CITY COUNCIL MEETING (Roll Call previously taken) at 6:33 pm

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS – None

CONSENT CALENDAR:

Item 7 pulled by Council Members Campbell and Merritt for discussion.

Council Member Pogue moved, seconded by Council Member McCorkle to approve consent items 5-6, and 8-10. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Merritt, Pogue, Belt, and Longbrake

Noes: None

Absent: None

- 5) Approved the warrants register through April 11, 2023
- 6) Approved the minutes of March 28, 2023
- 8) Waived the reading and adopted Ordinance No. 660-AC amending Chapter 2 "Administration" of the Needles Municipal Code adding Article IX, Housing Commission (2nd Reading Adopt)
- 9) Approved Letters of support for Cal Cities sponsored Ballot Measures AB 1708 which increases accountability for repeat theft offenders; 2023-24 State Budget Priorities for Cities to invest \$3 billion in ongoing funding for cities to increase the supply of affordable housing and reduce homelessness; and opposing State Ballot Measure Restricting Voters' Input and Local Taxing Authority which would decimate vital local and state services
- 10) Waived the reading and adopted Resolution 2023-21 approving a categorical exemption for the proposed Fort Mojave Telecommunications Incorporated (FMTI) Fiber Optic Project and directed staff to file the Notice of Exemption (NOE) with the State of California, Office of Planning and Research, State Clearinghouse, and the San Bernardino County Clerk and authorize staff to proceed with the implementation of the proposed FMTI fiber-to-the-premise (FTTP) Project and issue the required permits

End of Consent

- 7) Waive the reading and adopt Resolution 2023-14 approving the appointment of Virginia Tasker as City Treasurer

City Manager Rick Daniels reported. Virginia Tasker was introduced, and she stated she is very excited to begin her position as City Treasurer.

Council Member Merritt moved, seconded by Council Member Longbrake to waive the reading and adopt Resolution 2023-14 approving the appointment of Virginia Tasker as City Treasurer. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Merritt, Pogue, Belt, and Longbrake
Noes: None
Absent: None

PUBLIC COMMENTS PERTAINING TO THE REGULAR COUNCIL ITEMS – None

- 11) Authorize those interested in attending the 2023 City / County Conference scheduled for May 18-19, 2023, in Lake Arrowhead

Council Member Campbell moved, seconded by Council Member McCorkle to authorize Mayor Jernigan and Council Member Campbell to attend the 2023 City / County Conference scheduled for May 18-19, 2023, in Lake Arrowhead. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Merritt, Pogue, Belt, and Longbrake
Noes: None
Absent: None

CITY ATTORNEYS REPORT – given by City Attorney John Pinkney

CITY CLERKS REPORT – given by City Clerk Dale Jones

CITY MANAGERS REPORT – given by City Manager Rick Daniels

COUNCIL REQUESTS

Councilmember Campbell – reported that the Rodeo was a magnificent success and thanked the Sheriffs' department for the lunch with law enforcement event.

Councilmember McCorkle – requested a report on the boarded-up motels and inquired about the company that helped with Kingman's downtown revitalization.

Vice Mayor Merritt – applauded the success of the Rodeo

Councilmember Pogue – had no requests.

Councilmember Belt – thanked the Sheriffs' department for helping to locate the two missing girls and reminded everyone to help keep our parks clean.

Councilmember Longbrake – commented on the success of the Rodeo and stated he is getting complaints about the cannabis smell on Lilly Hill also there are two streetlights out on Luna Vista.

Mayor Jernigan – thanked all the staff who helped with the Rodeo; reported that she met a promoter for the film festival at the Inland Empire Tourism event and suggested we join the Inland Empire Tourism group; the Easter Egg Hunt at Santa Fe Park hosted by Tri State Community Healthcare was a success and there facility is set to open on June 3, 2023.

ADJOURNMENT

Mayor Jernigan adjourned the meeting at 6:51 pm

*ATTEST: _____
Mayor Janet Jernigan

City Clerk Dale Jones, CMC



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Resolution No. 2023-22 approving a Fifteenth Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2023-2024 fiscal year

Background: Bonnie Baker Senior Center will continue to operate the senior nutrition program (noon meals) at the Needles Senior Center and this Fifteenth Amendment will extend the License for next fiscal year.

Fiscal Impact: \$3,600 in rent revenue to the city

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2023-22 approving a Fifteenth Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2023-2024 fiscal year.

Submitted By: Cheryl Sallis, Community Services Manager

City Management Review: Rick

Date: 4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9

RESOLUTION NO. 2023-22

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, APPROVING
A FIFTEENTH AMENDMENT TO AND EXTENSION OF
THE LICENSE BETWEEN THE CITY OF NEEDLES AND
BONNIE BAKER SENIOR CENTER FOR USE OF THE
KITCHEN AND A PORTION OF THE DINING AREA
IN THE NEEDLES SENIOR CITIZENS CENTER
DURING THE 2023-2024 FISCAL YEAR

WHEREAS, the Bonnie Baker Senior Center took over operation of the Needles senior nutrition program (noon meals) on July 1, 2007, after the Needles Senior Citizens Club received notice from Hi-Desert Meals on Wheels that they would no longer be providing that service as of June 30, 2007; and

WHEREAS, the noon meal program has continued to be extended and the Bonnie Baker Senior Center has negotiated with the County of San Bernardino Human Services Department for continued funding of this program for the 2023-2024 fiscal year; and

WHEREAS, the noon meals are one important part of the overall programs offered at the Needles Senior Center and do provide a nutritious lunch as well as an hour of social gathering for the participants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Fifteenth Amendment to and Extension of the License, which is attached hereto and incorporated herein as Exhibit 'A', between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2023-2024 fiscal year and further authorizes and directs the Mayor to sign same for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 25th day of April, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

FIFTEENTH AMENDMENT TO AND EXTENSION OF
LICENSE FOR USE OF KITCHEN AND PORTION OF
DINING AREA IN NEEDLES SENIOR CITIZENS CENTER

This Fifteenth Amendment to and Extension of License for use of Kitchen and Portion of Dining Area in Needles Senior Citizens Center is made and entered into this _____ day of _____, 2023, by and between the CITY OF NEEDLES, hereinafter referred to as "LICENSOR", and BONNIE BAKER SENIOR CITIZENS CLUB, hereinafter referred to as "LICENSEE".

WHEREAS, the parties entered into a License dated July 1, 2008, hereinafter collectively referred to as the "License", wherein Licensor licenses to Licensee the kitchen and a portion of the dining area in the Needles Senior Citizens Center for the preparation and service of noon meals for eligible participants ("senior nutrition program"); and

WHEREAS, the parties collectively agree that the senior nutrition program is of utmost benefit to the residents of the community; and

WHEREAS, the parties wish to extend the term of the License for an additional year under the same terms and conditions except as noted below.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF LICENSE

The term of the License shall be extended for an additional year, beginning July 1, 2023 and ending June 30, 2024.

2. RENT

Rent shall be amended to read:

Beginning July 2023, Licensee shall pay as rent the sum of Nine Hundred Dollars (\$900) per month paid to and disbursed as follows: Six Hundred Dollars (\$600) as payment to the Needles Senior Citizens Club, Inc., and Three Hundred Dollars (\$300) as payment to the City of Needles, said payments being due on or before the 10th day of each month and paid as compensation for use of the premises, including utilities but excluding telephone. Telephone service in the kitchen area, if desired by Licensee, shall be provided and paid for by Licensee.

3. LICENSOR SUBSIDY/LICENSEE REPORTING

Section 12, Licensor Subsidy/Licensee Reporting, applied only to the 2008-2009 fiscal year and therefore is hereby deleted in its entirety.

4. AGREEMENT OF PARTIES

Except as set forth herein, all other terms and conditions of the License shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifteenth Amendment to and Extension of License for use of Kitchen and Portion of Dining Area in Needles Senior Citizens Center as of the day and year first above written.

LICENSOR:

City of Needles

By: _____
Mayor

LICENSEE:

Bonnie Baker Senior Citizens Center

By: Leiana Munez
Program Director

ACKNOWLEDGED BY:

Needles Senior Citizens Club, Inc.

By: John - O. H. J.
President



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Resolution No. 2023-23 approving a First Amendment To And Extension Of Agreement To Provide Operations Of A Local Route Deviation Transit Service between the City of Needles and Transportation Concepts

Background: As noted in the resolution, the initial base term of the agreement with Transportation Concepts (TC) to operate the Needles Area Transit is through June 30, 2023; however, the city has the option to extend for two additional two-year periods, this being the first extension through June 30, 2025. TC has served the community well and it is recommended that the Council approve the two-year extension. As noted by their execution, TC agrees with this extension.

Fiscal Impact: The agreement provides that the maximum percentage increase shall not be more than 90% of the annual CPI for the most recently concluded calendar year which is 7.4% and is reflected in the rates set forth in the First Amendment. There will be no additional increase in the second year. Additionally, funding for the transit services comes through the San Bernardino County Transportation Authority (SBCTA) and has no affect on the city's general fund.

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2023-23 approving a First Amendment To And Extension Of Agreement To Provide Operations Of A Local Route Deviation Transit Service between the City of Needles and Transportation Concepts.

Submitted By: Cheryl Sallis, Community Services Manager

City Management Review: Rox

Date: 4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

RESOLUTION NO. 2023-23

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, APPROVING A
FIRST AMENDMENT TO AND EXTENSION OF
AGREEMENT TO PROVIDE OPERATIONS OF A
LOCAL ROUTE DEVIATION TRANSIT SERVICE
BETWEEN THE CITY OF NEEDLES AND
TRANSPORTATION CONCEPTS

WHEREAS, the City and Transportation Concepts entered into an agreement to provide operations of a local route deviation transit service dated September 10, 2019; and

WHEREAS, the initial base term of said agreement is from October 1, 2019 to June 30, 2023, inclusive, with an option by the City, at its sole discretion, to extend the term without holding new proposal procedures for two additional two-year periods starting July 1, 2023 to June 30, 2025 and July 1, 2025 to June 30, 2027; and

WHEREAS, the parties mutually agree that the use of the CPI for the recently concluded calendar year 2022 is according to the terms of the Agreement and the rates, as set forth in the First Amendment, will be locked in with no additional increase in the second year; and

WHEREAS, the City has been satisfied with Transportation Concept's operation of the Needles Area Transit (NAT) service and desires to extend the Agreement for an additional two year period through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a First Amendment To And Extension Of Agreement To Provide Operations Of A Local Route Deviation Transit Service, which is attached hereto and incorporated herein as Exhibit 'A', between the City of Needles and Transportation Concepts extending the term for an additional two years through June 30, 2025 and setting the rates for the First Option Period.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute said First Amendment for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 25th day of April, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

Mayor

(SEAL)

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST AMENDMENT TO AND EXTENSION OF
AGREEMENT TO PROVIDE OPERATIONS OF A
LOCAL ROUTE DEVIATION TRANSIT SERVICE

This First Amendment to and Extension of Agreement to Provide Operations of a Local Route Deviation Transit Service is made and entered into this _____ day of _____, 2023, by and between the City of Needles, hereinafter referred to as "CITY", and Transportation Concepts, hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into an Agreement to provide operations of a local route deviation transit service dated September 10, 2019, hereinafter referred to as the "Agreement"; and

WHEREAS, the term of the Agreement is from October 1, 2019 to June 30, 2023, inclusive, with an option by the City, at its sole discretion, to extend the term without holding new proposal procedures for two (2) additional two-year periods starting July 1, 2023 to June 30, 2025 (First Option Period) and July 1, 2025 to June 30, 2027 (Second Option Period); and

WHEREAS, the terms of the Agreement provide that, during the option periods, the proposed prices shall not be more than ninety percent (90%) of the annual increase in the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics U.S. West Size Class B/C CPI for the most recently concluded calendar year; and

WHEREAS, the Agreement was entered into in 2019, pre-COVID-19 and all the repercussions brought on with the outbreak of a global pandemic; increased costs have dramatically impacted wages, vehicle insurance, vehicle parts and materials; and inflation has skyrocketed reaching a 40 year high in 2022, all of which have made the last few years an anomaly of extreme proportion; and

WHEREAS, City and Contractor representatives met and agreed that the use of the CPI for the recently concluded calendar year 2022 is according to the terms of the Agreement and allows for an adjustment to reflect the CPI increase without changing the language in the Agreement; and

WHEREAS, the rates, as set forth with this First Amendment, will be locked in with no additional increase in the second year; and

WHEREAS, the parties wish to extend the term of the Agreement for an additional two years.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF AGREEMENT

The term of the Agreement shall be extended for an additional two (2) years,

beginning July 1, 2023 and ending June 30, 2025.

2. USE OF CONSUMER PRICE INDEX (CPI) FOR THE 2022 CALENDAR YEAR

The terms of the Agreement provide that the proposed prices for the Fixed Hourly Rate per Revenue Service Vehicle Hour and Fixed Annual Cost shall not be more than ninety percent (90%) of the annual increase in the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics U.S. West Size Class B/C CPI for the most recently concluded calendar year of 2022 (January 2022 - December 2022).

3. COMPENSATION

During the First Option Period of July 1, 2023 through June 30, 2025, the CITY shall pay CONTRACTOR in accordance with the rates set forth in Exhibit 'A' hereto, which is incorporated herein.

4. AGREEMENT OF PARTIES

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to and Extension of Agreement to Provide Operations of a Local Route Deviation Transit Service as of the day and year first written above.

CITY:

City of Needles

CONTRACTOR:

Transportation Concepts

By: _____

Janet Jernigan

Its: Mayor

By:  _____

Rich Rogers

Its: Chief Operating Officer

Exhibit 'A'

City agrees to pay Contractor for performance of the services set forth in the Agreement during the term of this two-year extension as follows:

July 1, 2023 - June 30, 2024

Payment of a fixed cost per year of \$243,365.90 plus a fixed hourly rate per Revenue Service Vehicle Hour (RSVH) of \$49.51 plus actual cost of vehicle fuel (copy of gas receipts required)

July 1, 2024 - June 30, 2025

No change or increase during the second year of the First Option Period

DEPARTMENT OF TRANSPORTATION

DIVISION OF RAIL AND MASS TRANSPORTATION MS 39

1120 N STREET

P. O. BOX 942874

SACRAMENTO, CA 94274-0001

PHONE (916) 654-8811

FAX (916) 654-9366

TTY 711

www.dot.ca.gov



Making Conservation
a California Way of Life.

March 16, 2023

Cheryl Sallis
City of Needles
817 Third Street
Needles, CA 92363

Dear Ms. Sallis:

As a recipient of Federal Transit Administration (FTA) Section 5311 funds, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) is responsible for providing project oversight to maintain compliance with federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DRMT that all procurement and third-party contracting activities engaged by your agency comply with:

- 2 CFR Part 200 – Uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- FTA Circular 4220.1F – Third Party Contracting Guidance.

DRMT FTA Programs Procurement Oversight Branch **approves** the City of Needles First Amendment to and extension of the agreement to provide operations of a local route deviation transit service contract (including Exhibit A, NAT) with Transportation Concepts for the first two-year option period (July 1, 2023 -June 30, 2025). Reference number 696.

Please note: This letter cancels and supersedes the determination letter issued by DRMT on March 14, 2023 to correct a clerical error erroneously stating that Dial-A-Ride services were included with the NAT services.

This approval is limited to the rates established by the amendment. **Please email a copy of the fully executed amendment to edwin.bragado@dot.ca.gov.**

Third-party contracts, contract modifications, and exercising of optional periods of performance require DRMT approval prior to implementation. Subrecipient

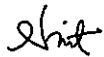
Cheryl Sallis
March 16, 2023
Page 2

agencies implementing third-party contracts, contract modifications, or option years without prior approval risk being denied FTA reimbursement.

Before exercising contracted option periods, subrecipients must make a price reasonableness determination documenting that the option price is better than prices available in the market at the time the option is exercised.

For questions about this procurement review letter, please contact me at edwin.bragado@dot.ca.gov. This approval is contingent upon meeting FTA 5311 program requirements. For questions about FTA 5311 grant procedures, please contact your FTA 5311 program liaison.

Sincerely,



FRANK NEVITT, Chief
Federal Procurement Management Branch
Caltrans Division of Rail and Mass Transportation

Encl: First Amendment to and extension of the agreement to provide operations of a local route deviation transit service contract, Exhibit A NAT - agreement w TC - price analysis - 1st extension (2023-2025) - Caltrans submittal (Mar '23)

C: James Haskell, Department of Transportation, DRMT
Edwin Bragado, Caltrans, DRMT FTA Programs Procurement

CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUURN400SA0
Not Seasonally Adjusted
Series Title: All items in West - Size Class B/C, all urban
Area: West - Size Class B/C
Item: All items
Base Period: DECEMBER 1996=100
Years: 2022 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2022	8.1	8.5	9.0	8.6	8.4	8.5	8.3	8.3	8.3	8.3	7.2	6.3	8.2	8.5	7.8

$8.2 \times 90\% = 7.4$

Needles Area Transit Contracted Service Price Analysis

PRICE ANALYSIS SUMMARY FORM

Contract/Order Number: N/A

Description: Needles Area Transit (NAT) First Option Period to Extend July 1, 2023-June 30, 2025

The price is determined to be fair and reasonable based on at least one of the following criteria (please check all that apply):

- ☐ Found reasonable based on bids received (bid tabulation attached)
- ☐ Found reasonable based on recent purchase by AGENCY (see attached)
- ☒ Found reasonable based on recent rates of others (see attached)
- ☐ Obtained from current price list (see attached)
- ☐ Obtained price from current catalog (see attached)
- ☐ Obtained from advertisement (see attached)
- ☐ Similar to related transit operators
- ☐ Personal knowledge of item procured
- ☐ Regulated rate (utility)
- ☐ Other: _____
- ☐ Explanation (if necessary):

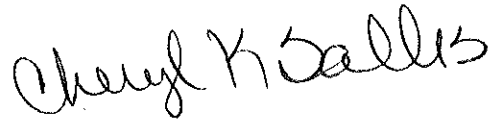
Copy of supporting documentation (purchase order, quotes, price list, etc.) is attached.

Completed by:

Name: Dennis Brooks Cheryl Sallis

Title: Vice Pres, AMMA Transit Planning Inc Community Svcs Mgr, City of Needles

Date: March 10, 2023



Price Analysis

A price analysis has been performed to validate the reasonableness of contractor proposed costs to exercise a two-year extension for the option years outlined in the base contract. This analysis includes a review of three transit properties nearest the City of Needles and the Needles Area Transit service area. Please note that these other agencies are larger than Needles' deviated fixed route but may provide a similar scope of service.

Needles Area Transit (San Bernardino County)

The City of Needles proposed contract option extension presents an annual fixed cost of \$243,366 for both Year 1 and Year 2. The option extension also includes an hourly rate of \$49.51 for both Year 1 and Year 2. Per the terms of the Agreement, this two-year extension includes a 7.4% increase over the base contract that reflects 90% of the 2022 calendar year 12-month CPI increase of 8.2%.

Palo Verde Valley Transportation Authority (Riverside County)

The service contract between the Palo Verde Valley Transit Authority and Transportation Concepts consists of three cost Components: Management Fee, Insurance Cost, and Variable Operational Expense. The annual management fee of \$309,056 and the annual insurance cost of \$193,341 are fixed costs that are charged monthly over 12 months for a total of \$502,397. A review of contractor invoices between October 2022 and December 2022 presents a variable hourly rate range between \$63.47 - \$77.80.

Victor Valley Transit Authority (San Bernardino County)

VVTA's 3rd party contract calls for a variable rate per revenue hour and not a fixed monthly rate. The rate for VVTA's deviated fixed route service from October 1, 2022 through September 30, 2023 is \$89.10. Comparatively, VVTA's total fixed-route cost per revenue hour of \$149.75 is 18% higher than the NAT at \$126.49.

Basin Transit (San Bernardino County)

Basin Transit is located in the Morongo Basin region of San Bernardino County and provided deviated fixed-route and dial-a-ride services to its customers. Although Basin Transit operates its transit services with in-house staff, it is being included in this price analysis for comparative purposes with Needles Area Transit related to performance cost indicators. The operating cost per hour of Basin Transit's deviated fixed-route service was \$125.21, comparable to that of Needles Area Transit's deviated fixed-route cost per revenue hour of \$126.49. Similarly, Basin Transit's operating cost per mile for FY 21-22 was \$6.03 compared to the \$8.67 of Needles Area Transit.

A summary of comparative service providers, performance measures for FY 21-22 and recent contractor hourly rates is presented in Table 1 following.

Table 1 – Analysis of Comparative Transit Services

Price Analysis*

Transit Agency	Service Type	Revenue Hours	Revenue Miles	Hourly Contractor Rate**	Total Operating Cost	Op Cost per Hour	Op Cost per Mile
Needles Area Transit (NAT)	Deviated FR	3,446	50,276	\$49.51	\$435,885	\$126.49	\$8.67
Palo Verde Valley Transportation Authority (PVV)	Deviated FR	4,993	107,927	\$63.47 - \$77.80	\$1,311,968	\$262.76	\$12.16
Victor Valley Transit Authority (VUTA)	FR Bus	156,677	2,697,199	\$89.10	\$23,462,173	\$149.75	\$8.70
Basin Transit***	Deviated FR	23,021	477,620	In-House	\$2,882,333	\$125.21	\$6.03

* Performance and cost data presented is for FY 21-22, for fixed-route and deviated fixed-route service only

** Hourly contractor rate for NAT is proposed rate for FY 23-24 and 24-25; rates for PVVTA and VUTA are from FY 22-23

*** Basin Transit operations are performed in-house but included here for comparative purposes for cost per hour and cost per mile



Quarterly Performance Scorecard

FY 2022
Mode - Bus (Motorbus)
All Routes

Performance Indicators & Data	Prior Year Total	Current Year Plan	Current Year To Date	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Year To Date Performance
Farebox Recovery Ratio	5.92%		7.88%	8.89%	9.31%	3.10%	10.17%	
Operating Costs Per Revenue Hour	\$113.25		\$126.49	\$122.47	\$123.26	\$127.83	\$132.49	
Passenger Revenue Per Revenue Hour (a)	\$6.70		\$9.96	\$10.88	\$11.47	\$3.96	\$13.47	
Subsidy Per Revenue Hour	\$106.55		\$116.53	\$111.59	\$111.79	\$123.87	\$119.02	
Operating Cost Per Revenue Mile	\$7.75		\$8.67	\$8.40	\$8.41	\$8.81	\$9.07	
Passenger Revenue Per Revenue Mile	\$0.46		\$0.68	\$0.75	\$0.78	\$0.27	\$0.92	
Subsidy Per Revenue Mile	\$7.29		\$7.99	\$7.65	\$7.63	\$8.54	\$8.15	
Operating Costs Per Passenger	\$24.55		\$26.61	\$26.28	\$24.35	\$29.60	\$26.67	
Passenger Revenue Per Passenger (Avg Fare) (a)	\$1.45		\$2.10	\$2.34	\$2.27	\$0.92	\$2.71	
Subsidy Per Passenger	\$23.09		\$24.51	\$23.94	\$22.09	\$28.68	\$23.95	
Operating Cost Per Passenger Mile								
Passenger Revenue Per Passenger Mile (a)								
Subsidy Per Passenger Mile								
Passengers Per Revenue Hour	4.6		4.8	4.7	5.1	4.3	5.0	
Passengers Per Revenue Mile	0.32		0.33	0.32	0.35	0.30	0.34	
Revenue Miles Between NTD Reportable Accidents (b)								
Percentage of Trips On Time	100.0%		100.0%	100.0%	100.0%			
Passengers Served Between Complaints	15,813							
Complaints Per 100,000 Passengers	6.32							
Revenue Miles Between NTD System Failures (c)								
Total Miles Between Total NTD System Failures (c)								
Total Miles Between Major NTD System Failures (d)								
Passengers	15,813		16,380	4,059	4,373	3,680	4,268	
Passenger Miles								
Revenue Hours	3,428		3,446	871	864	852	859	
Total Hours	3,613		3,622	915	908	895	903	
Revenue Miles	50,069		50,276	12,703	12,662	12,362	12,549	
Total Miles	50,069		50,276	12,703	12,662	12,362	12,549	
Operating Costs	\$388,166		\$435,885	\$106,670	\$106,496	\$108,911	\$113,808	
Passenger Revenue (a)	\$22,956		\$34,333	\$9,478	\$9,912	\$3,374	\$11,569	
Operating Subsidy	\$365,200		\$401,552	\$97,192	\$96,584	\$105,537	\$102,239	
NTD Reportable Accidents (b)	0		0	0	0	0	0	
Total Roadcalls (NTD System Failures) (c)	0		0	0	0	0	0	
Major Mechanical Failures (Roadcalls) (d)	0		0	0	0	0	0	
Complaints	1							
Trips On Time	610		248	156	92			
On-Time Performance Trips Sampled	610		248	156	92			

(a) Includes Auditory Revenues and other Local Support related to reduced fares. (b) Collision Accidents reportable per NTD Definition. (c) Total System Failures per NTD Definition. (d) Major System Failures per NTD Definition.



Quarterly Performance Scorecard
 FY 2021/22
 Program - PWTA-BUS
 All Routes

Performance Indicators & Data	Prior Year Total	Current Year Plan	Current Year To Date	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Year To Date Performance
Farebox Recovery Ratio	7.85%	11.05%	6.53%	3.31%	3.41%	10.76%	12.62%	
Operating Costs Per Revenue Hour	\$241.78	\$183.18	\$262.76	\$233.85	\$426.22	\$243.27	\$166.42	
Passenger Revenue Per Revenue Hour (a)	\$18.97	\$17.53	\$17.17	\$7.74	\$14.54	\$26.18	\$21.00	
Subsidy Per Revenue Hour	\$222.81	\$165.65	\$245.59	\$226.11	\$411.68	\$217.09	\$145.42	
Operating Cost Per Revenue Mile	\$11.24	\$8.72	\$12.16	\$11.58	\$18.93	\$11.16	\$7.52	
Passenger Revenue Per Revenue Mile	\$0.88	\$0.83	\$0.79	\$0.38	\$0.65	\$1.20	\$0.95	
Subsidy Per Revenue Mile	\$10.36	\$7.88	\$11.36	\$11.19	\$18.28	\$9.96	\$6.57	
Operating Costs Per Passenger	\$62.80	\$27.79	\$62.08	\$61.07	\$101.85	\$59.25	\$34.59	
Passenger Revenue Per Passenger (Avg Fare) (a)	\$4.93	\$2.66	\$4.06	\$2.02	\$3.47	\$6.38	\$4.36	
Subsidy Per Passenger	\$57.88	\$25.13	\$58.03	\$59.05	\$98.37	\$52.87	\$30.22	
Operating Cost Per Passenger Mile	\$4.49	\$1.99	\$4.43	\$4.36	\$7.27	\$4.23	\$2.47	
Passenger Revenue Per Passenger Mile (a)	\$0.35	\$0.19	\$0.29	\$0.14	\$0.25	\$0.46	\$0.31	
Subsidy Per Passenger Mile	\$4.13	\$1.80	\$4.14	\$4.22	\$7.03	\$3.78	\$2.16	
Passengers Per Revenue Hour	3.9	6.6	4.2	3.8	4.2	4.1	4.8	
Passengers Per Revenue Mile	0.18	0.31	0.20	0.19	0.19	0.19	0.22	
Revenue Miles Between NTD Reportable Accidents (b)								
Percentage of Trips On Time								
Passengers Served Between Complaints								
Complaints Per 100,000 Passengers								
Revenue Miles Between NTD System Failures (c)								
Total Miles Between Total NTD System Failures (c)								
Total Miles Between Major NTD System Failures (d)								
Passengers	17,690	44,940	21,132	5,177	4,796	4,923	6,236	
Passenger Miles	247,660	629,160	295,848	72,478	67,144	68,922	87,304	
Revenue Hours	4,595	6,818	4,593	1,352	1,146	1,199	1,296	
Total Hours	5,517	7,760	6,038	1,569	1,345	1,402	1,722	
Revenue Miles	98,831	143,288	107,927	27,313	25,807	26,131	28,676	
Total Miles	116,373	166,758	130,322	32,717	30,886	31,354	35,365	
Operating Costs	\$1,110,969	\$1,246,922	\$1,311,968	\$316,161	\$488,450	\$291,679	\$215,679	
Passenger Revenue (a)	\$87,159	\$119,549	\$85,724	\$10,458	\$16,664	\$31,385	\$27,217	
Operating Subsidy	\$1,023,810	\$1,129,373	\$1,226,245	\$305,703	\$471,786	\$260,294	\$188,462	
NTD Reportable Accidents (b)	0	0	0	0	0	0	0	
Total Roadcalls (NTD System Failures) (c)	0	0	0	0	0	0	0	
Major Mechanical Failures (Roadcalls) (d)	0	0	0	0	0	0	0	
Complaints								
Trips On Time								
On-Time Performance Trips Sampled								

(a) Includes Auxiliary Revenues and other Local Support related to reduced fares. (b) Collision Accidents reportable per NTD Definition. (c) Total System Failures per NTD Definition. (d) Major System Failures per NTD Definition.

Monthly Performance Scorecard
4th Quarter, FY 2022 -- Mode - Bus (Motorbus)
All Routes

Performance Indicators & Data	4th Quarter - FY 2022	4th Quarter - FY 2021	Percentage Variance	FY 2022 YTD	FY 2021 YTD	YTD Variance	Year To Date Performance
Farebox Recovery Ratio	3.71%	3.31%	12.08%	4.25%	3.94%	7.87%	
Operating Costs Per Revenue Hour	\$178.96	\$128.25	39.54%	\$149.75	\$118.85	26.00%	
Passenger Revenue Per Revenue Hour (a)	\$6.63	\$4.25	56.00%	\$6.37	\$4.68	36.11%	
Subsidy Per Revenue Hour	\$172.33	\$124.00	38.98%	\$143.38	\$114.17	25.58%	
Operating Cost Per Revenue Mile	\$10.25	\$7.46	37.40%	\$8.70	\$6.87	26.64%	
Passenger Revenue Per Revenue Mile	\$0.38	\$0.25	52.00%	\$0.37	\$0.27	37.04%	
Subsidy Per Revenue Mile	\$9.87	\$7.21	36.89%	\$8.33	\$6.60	26.21%	
Operating Costs Per Passenger	\$43.55	\$41.28	5.50%	\$42.17	\$38.51	9.50%	
Passenger Revenue Per Passenger (Avg Fare) (a)	\$1.61	\$1.37	17.52%	\$1.79	\$1.52	17.76%	
Subsidy Per Passenger	\$41.93	\$39.91	5.06%	\$40.38	\$36.99	9.16%	
Operating Cost Per Passenger Mile	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	
Passenger Revenue Per Passenger Mile (a)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	
Subsidy Per Passenger Mile	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	
Passengers Per Revenue Hour	4.1	3.1	32.15%	3.6	3.1	14.89%	
Passengers Per Revenue Mile	0.24	0.18	33.33%	0.21	0.18	16.67%	
Revenue Miles Between NTD Reportable Accidents (b)	0	0	0.00%	0	0	0.00%	
Percentage of Trips On Time	70.9%	68.2%	3.88%	68.2%	68.4%	(0.28%)	
Passengers Served Between Complaints	4,657	9,351	(50.20%)	4,280	5,228	(18.13%)	
Complaints Per 100,000 Passengers	21.47	10.69	100.84%	23.36	19.13	22.11%	
Revenue Miles Between NTD System Failures (c)	8,733	6,045	44.47%	8,645	5,494	57.35%	
Total Miles Between Total NTD System Failures (c)	9,522	6,584	44.62%	9,440	5,989	57.62%	
Total Miles Between Major NTD System Failures (d)	24,904	13,667	82.22%	24,545	11,347	116.31%	
Passengers	139,718	149,623	(6.62%)	556,392	564,599	(1.45%)	
Passenger Miles	0	0	0.00%	0	0	0.00%	
Revenue Hours	33,999	48,156	(29.40%)	156,677	182,936	(14.35%)	
Total Hours	36,443	50,989	(28.53%)	168,726	194,207	(13.12%)	
Revenue Miles	593,857	828,200	(28.30%)	2,697,199	3,164,321	(14.76%)	
Total Miles	647,493	902,023	(28.22%)	2,945,406	3,449,549	(14.61%)	
Operating Costs	\$6,084,424	\$6,175,958	(1.48%)	\$23,462,173	\$21,742,299	7.91%	
Passenger Revenue (a)	\$225,547	\$204,707	10.18%	\$997,840	\$856,594	16.49%	
Operating Subsidy	\$5,858,877	\$5,971,252	(1.88%)	\$22,464,333	\$20,885,715	7.56%	
NTD Reportable Accidents (b)	0	0	0.00%	0	0	0.00%	
Total Roadcalls (NTD System Failures) (c)	68	137	(50.36%)	312	576	(45.83%)	
Major Mechanical Failures (Roadcalls) (d)	26	66	(60.51%)	120	304	(60.53%)	
Complaints	30	16	87.50%	130	108	20.37%	
Trips On Time	627,072	721,751	(13.12%)	2,487,678	2,649,999	(6.13%)	
On-Time Performance Trips Sampled	884,658	1,057,859	(16.37%)	3,648,536	3,875,928	(5.87%)	

(a) Includes Auxiliary Revenues and other Local Support related to reduced fares. (b) Collision Accidents reportable per NTD Definition. (c) Total System Failures per NTD Definition. (d) Major System Failures per NTD Definition.



Quarterly Performance Scorecard
FY 2022
Mode - Bus (Motorbus)
All Routes

Performance Indicators & Data	Prior Year Total	Current Year Target	Current Year To Date	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Year To Date Performance
Farebox Recovery Ratio	5.13%		6.01%	4.99%	6.77%	6.13%	6.21%	
Operating Costs Per Revenue Hour	\$114.57		\$125.21	\$131.83	\$128.19	\$126.12	\$114.71	
Passenger Revenue Per Revenue Hour (a)	\$5.88		\$7.52	\$6.58	\$8.67	\$7.74	\$7.13	
Subsidy Per Revenue Hour	\$108.69		\$117.68	\$125.25	\$119.52	\$118.38	\$107.58	
Operating Cost Per Revenue Mile	\$5.44		\$6.03	\$6.40	\$6.27	\$5.98	\$5.50	
Passenger Revenue Per Revenue Mile	\$0.28		\$0.36	\$0.32	\$0.42	\$0.37	\$0.34	
Subsidy Per Revenue Mile	\$5.16		\$5.67	\$6.08	\$5.85	\$5.61	\$5.16	
Operating Costs Per Passenger	\$22.93		\$22.48	\$25.12	\$24.08	\$22.45	\$18.84	
Passenger Revenue Per Passenger (Avg Fare) (a)	\$1.18		\$1.35	\$1.25	\$1.63	\$1.38	\$1.17	
Subsidy Per Passenger	\$21.75		\$21.13	\$23.86	\$22.45	\$21.07	\$17.67	
Operating Cost Per Passenger Mile								
Passenger Revenue Per Passenger Mile (a)								
Subsidy Per Passenger Mile								
Passengers Per Revenue Hour	5.0		5.6	5.3	5.3	5.6	6.1	
Passengers Per Revenue Mile	0.24		0.27	0.25	0.26	0.27	0.29	
Revenue Miles Between NTD Reportable Accidents (b)								
Percentage of Trips On Time	96.8%		94.1%	92.1%	93.1%	94.1%	96.2%	
Passengers Served Between Complaints	10,417		9,159	5,107	15,206	5,307		
Complaints Per 100,000 Passengers	9.60		10.92	19.58	6.58	18.84		
Revenue Miles Between NTD System Failures (c)								
Total Miles Between Total NTD System Failures (c)								
Total Miles Between Major NTD System Failures (d)								
Passengers	114,592		128,226	30,643	30,411	31,844	35,328	
Passenger Miles								
Revenue Hours	22,935		23,021	5,839	5,712	5,668	5,802	
Total Hours	24,613		24,660	6,248	6,118	6,077	6,217	
Revenue Miles	482,964		477,620	120,288	116,753	119,520	121,059	
Total Miles	521,701		511,921	128,914	125,180	127,899	129,928	
Operating Costs	\$2,627,589		\$2,882,333	\$769,710	\$732,262	\$714,798	\$665,564	
Passenger Revenue (a)	\$134,831		\$173,153	\$38,427	\$49,539	\$43,844	\$41,343	
Operating Subsidy	\$2,492,758		\$2,709,181	\$731,282	\$682,723	\$670,954	\$624,221	
NTD Reportable Accidents (b)	0		0	0	0	0	0	
Total Roadcalls (NTD System Failures) (c)	0		0	0	0	0	0	
Major Mechanical Failures (Roadcalls) (d)	0		0	0	0	0	0	
Complaints	11		14	6	2	6	227	
Trips On Time	1,476		723	140	149	207	227	
On-Time Performance Trips Sampled	1,525		768	152	160	220	236	

(a) Includes Auxiliary Revenues and other Local Support related to railroad fares. (b) Collision Accidents reportable per NTD Definition. (c) Total System Failures per NTD Definition. (d) Major System Failures per NTD Definition.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Resolution No. 2023-24 approving a Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts

Background: On September 24, 2019, the City and Parking Concepts, Inc. dba Transportation Concepts (TC) entered into an agreement to provide for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services through June 30, 2023. TC also provides operation of the Needles Area Transit (NAT) under separate agreement which is being extended for an additional two years through June 30, 2025. In order to maintain continuity in the contract periods for both the DAR/DAR Medical/Shopper Shuttle Services and NAT, staff is recommending an extension of this Agreement for the same two year period.

Fiscal Impact: The Agreement provides that during the option periods, the fixed hourly rate per Revenue Service Vehicle Hour shall be the same as that of NAT and the fixed monthly fee for vehicle insurance to be actual estimated costs to provide such coverage. The rates set forth in the Agreement reflect such. Additionally, funding for these programs comes through the San Bernardino County Transportation Authority (SBCTA) so there will be no impact on the city's general fund.

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2023-24 approving a Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts.

Submitted By: Cheryl Sallis, Transit Services Manager

City Management Review: Ruck

Date: 4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 11

RESOLUTION NO. 2023-24

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, APPROVING A
SECOND AMENDMENT TO AND EXTENSION OF
AGREEMENT FOR DIAL-A-RIDE AND
DIAL-A-RIDE MEDICAL/SHOPPER SHUTTLE PILOT
PROGRAM SERVICES BETWEEN THE CITY OF NEEDLES AND
PARKING CONCEPTS, INC. DBA TRANSPORTATION CONCEPTS

WHEREAS, the City and Parking Concepts, Inc. dba Transportation Concepts entered into an Agreement to provide Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services dated September 24, 2019, hereinafter referred to as the "Agreement"; and

WHEREAS, the term of the Agreement is from October 1, 2019 to June 30, 2023 inclusive, with an option by the City to extend the term for two (2) additional two-year option periods starting July 1, 2023 to June 30, 2025, and July 1, 2025 through June 30, 2027 concurrent with the term of the agreement for the local route deviation transit service (Needles Area Transit); and

WHEREAS, the local route deviation transit service agreement is being extended for an additional two (2) year period starting July 1, 2023 to June 30, 2025, therefore, to maintain continuity, the parties wish to extend the term of the Agreement for an additional two years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Second Amendment To And Extension Of Agreement For Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services, which is attached hereto and incorporated herein as Exhibit 'A', between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts extending the term for an additional two years through June 30, 2025 and setting the rates for the First Option Period.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute said Second Amendment for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 25th day of April, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

Mayor

(SEAL)

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

SECOND AMENDMENT TO AND EXTENSION OF
AGREEMENT FOR DIAL-A-RIDE AND DIAL-A-RIDE
MEDICAL/SHOPPER SHUTTLE PILOT PROGRAM SERVICES

This Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services is made and entered into this _____ day of _____, 2023, by and between the City of Needles, hereinafter referred to as "CITY", and Parking Concepts, Inc., a California corporation, dba Transportation Concepts, hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into an Agreement to provide operations of Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services dated September 24, 2019, hereinafter referred to as the "Agreement"; and

WHEREAS, the term of the Agreement is from October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year option periods starting July 1, 2023 to June 30, 2025, and July 1, 2025 through June 30, 2027 concurrent with the term of the agreement for the local route deviation transit service (Needles Area Transit); and

WHEREAS, the Agreement provides that during the option periods, all provisions of the Agreement shall remain in full force and effect except for the fixed hourly rate per Revenue Service Vehicle Hour and the fixed monthly fee for vehicle insurance, such fixed hourly rate per Revenue Service Vehicle Hour to be the same as that of the local route deviation transit service for the same extension period and the fixed monthly fee for vehicle insurance to be actual estimated costs to provide such coverage; and

WHEREAS, a First Amendment to the Agreement was entered into on August 24, 2022 and provided for an increase in Dial-a-Ride service hours by one additional hour per day to operate 9:00 a.m. to 2:30 p.m. effective October 1, 2022; and

WHEREAS, the local route deviation transit service agreement is being extended for an additional two (2) year period starting July 1, 2023 to June 30, 2025, therefore, the parties wish to extend the term of the Agreement for the same two year period.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF AGREEMENT

The term of the Agreement shall be extended for an additional two (2) years, beginning July 1, 2023 and ending June 30, 2025.

2. COMPENSATION

During the First Option Period of July 1, 2023 through June 30, 2025, the CITY shall pay CONTRACTOR in accordance with the rates set forth in Exhibit 'A' hereto, which is incorporated herein.

3. AGREEMENT OF PARTIES

Except as set forth herein and any prior Amendments, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services as of the day and year first written above.

CITY:

City of Needles

CONTRACTOR:

Parking Concepts, Inc. DBA
Transportation Concepts

By: _____

Janet Jernigan

Its: Mayor

By:  _____

Rich Rogers

Its: Chief Operating Officer

Exhibit 'A'

City agrees to pay Contractor for performance of the services set forth in the Agreement during the term of this two-year extension as follows:

July 1, 2023 - June 30, 2024:

A fixed hourly rate of \$49.51 per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and

A fixed fee of \$570.62 per DAR vehicle per month for insurance to insure the vehicles used in the DAR and DAR Medical/Shopper Shuttle Pilot Program services.

Any cost of obtaining insurance beyond the fixed monthly fee as set forth above shall be Contractor's responsibility.

July 1, 2024 - June 30, 2025

No change or increase in the fixed hourly rate of \$49.51 per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required)

A fixed fee of \$587.74 per DAR vehicle per month for insurance to insure the vehicles used in the DAR and DAR Medical/Shopper Shuttle Pilot Program services.

Any cost of obtaining insurance beyond the fixed monthly fee as set forth above shall be Contractor's responsibility.



TRANSPORTATION CONCEPTS

March 22, 2023

Cheryl Sallis
City of Needles
817 Third Street
Needles, CA 92363

RE: Dial-A-Ride Liability Insurance Rates -1st 2-year extension

Dear Ms. Sallis:

Currently our actual insurance costs for the smaller cutaway vehicles used on the City of Needles service is \$554 per unit per month. Our policy year ends on May 31st so for the purpose of projecting the new rates, I am assuming a 3% increase. Accordingly, I will also forecast the same 3% increase for the 2nd year of the extended contract term.

The following are the proposed insurance rates for the 3 DAR vehicles for the first 2-year period:

	7/1/2023-6/30/2024	7/2024 – 6/30/2025
Monthly Rate per bus	\$570.62	\$587.74
Annual Amount for 3 buses	\$20,542.32	\$21,158.64

Please let me know if you have any questions regarding these insurance rates or need additional supporting documentation.

Sincerely,



Rich Rogers
Chief Operating Officer



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Resolution No. 2023-25 approving a First Amendment to Extend the Lease Agreement (El Garces Unit Lease) between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts

Background: This First Amendment will extend NAT's occupancy of the office and garage spaces at the El Garces for an additional two years through June 30, 2025, which coincides with the corresponding extension granted to Transportation Concepts for the operations of the NAT.

Fiscal Impact: Monthly rental revenues to the City of \$728.34

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2023-25 approving a First Amendment to Extend the Lease Agreement (El Garces Unit Lease) between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts

Submitted By: Cheryl Sallis, Community Services Manager

City Management Review: Rick

Date: 4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 12

RESOLUTION NO. 2023-25

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, APPROVING A
FIRST AMENDMENT TO EXTEND THE LEASE
AGREEMENT (EL GARCES UNIT LEASE) BETWEEN THE
CITY OF NEEDLES AND PARKING CONCEPTS, INC.
DBA TRANSPORTATION CONCEPTS

WHEREAS, on September 24, 2019, the City and Parking Concepts, Inc. dba Transportation Concepts entered into a Lease Agreement (El Garces Unit Lease) for the use of approximately 1,194 square feet of office space in the El Garces Station and garage space of approximately 1,500 square feet located across the station parking lot; and

WHEREAS, the Lease will terminate on June 30, 2023 and the City desires to exercise its option to extend the term for an additional two year period starting July 1, 2023 to June 30, 2025 as provided for in the Lease, which extension term coincides with the corresponding extension option granted in an Agreement with Transportation Concepts providing for operations of the Needles Area Transit (NAT).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a First Amendment to Extend the Lease Agreement (El Garces Unit Lease) between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for occupancy by the Needles Area Transit for an additional two year period through June 30, 2025. A copy of the First Amendment to Extend the Lease Agreement is attached hereto and incorporated herein as Exhibit 'A'.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to sign same for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 25th day of April, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST AMENDMENT TO EXTEND THE
LEASE AGREEMENT (EL GARCES UNIT LEASE)
BETWEEN THE CITY OF NEEDLES AND
PARKING CONCEPTS, INC.
DBA TRANSPORTATION CONCEPTS

This First Amendment to Extend the Lease Agreement (El Garces Unit Lease) is made and entered into this _____ day of _____, 2023, by and between the City of Needles, hereinafter referred to as "LESSOR", and Parking Concepts, Inc. dba Transportation Concepts, hereinafter referred to as "LESSEE".

WHEREAS, on September 24, 2019, the parties entered into a Lease Agreement (El Garces Unit Lease) whereby Lessee leases from Lessor approximately 1,194 square feet of office space in the El Garces Station and garage space of approximately 1,500 square feet located across the station parking lot; and

WHEREAS, the Lease will terminate on June 30, 2023 unless the City exercises its option to extend the term for an additional two year period starting July 1, 2023 to June 30, 2025 as provided for in the Lease, which extension term coincides with the corresponding extension option granted in an Agreement with Lessee providing for operations of the Needles Area Transit (NAT); and

WHEREAS, the parties wish to extend the term of the Lease for said additional two years through June 30, 2025.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF AGREEMENT

The term of the Lease Agreement (El Garces Unit Lease) shall be extended for an additional two (2) years beginning July 1, 2023 and ending June 30, 2025.

2. AGREEMENT OF PARTIES

Except as set forth herein, all other terms and conditions of the Lease Agreement (El Garces Unit Lease) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to extend the Lease Agreement (El Garces Unit Lease) as of the day and year first written above.

"LESSOR"

City of Needles

By: _____

Janet Jernigan

Its: _____
Mayor

"LESSEE"

Parking Concepts, Inc. dba Transportation
Concepts

By:  _____

Rich Rogers

Its: _____
Chief Operating Officer



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☐ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Accept Proposal from TKE Engineering, Inc. to Provide Professional Consulting Services for the Development Impact Fee Update

Background: The City of Needles adopted a Development Impact Fee ("DIF") program in 2006 and an Amendment/update to the program in 2018, which requires that new development pay its fair share of the costs to provide public facilities needed to serve new development, and established impact fee levels that new development must pay to mitigate its impact on City facilities.

In particular, the DIF report restates and updates the City's existing fees on a cost basis using the California Construction Cost Index. In addition, the report deletes certain impact fees which are no longer necessary and/or projects that have already been completed.

In accordance with The Mitigation Fee Act, (Government Code section 66001, subdivision (d)) requires local agencies to adopt "five-year findings" accounting for development impact fee proceeds.

Fiscal Impact: The total proposal cost Not to Exceed (NTE) \$68,400 for the Development Impact Fee Update to be funded by the Impact Fee Account. *AK for SM*

Recommendation: Accept Proposal from TKE Engineering, Inc. to Provide Professional Consulting Services for the Development Impact Fee Update for a NTE amount of \$68,400 and authorize staff to execute a new task between City & TKE Engineering for said work.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: *Rick*

Date: *4/19/23*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *13*



T K E E N G I N E E R I N G , I N C .

April 11, 2023

Mr. Patrick J. Martinez
Assistant City Manager/Development Services
City of Needles
817 Third Street
Needles CA 92363

Subject: Proposal to Provide Professional Consulting Services for the
Development Impact Fee Update

Dear Mr. Martinez:

Thank you very much for inviting TKE Engineering, Inc. (TKE) to submit this proposal to complete the City of Needles Development Impact Fee Update (Project). TKE will partner with FG Solutions, LLC (FGS) to complete the Project; herein referred to as the Project Team. The City desires to update its Development Impact Fee (DIF) schedule, with a focus on facilitating and encouraging economic development. The proposed scope of services, schedule, and fee estimate to complete the Project are detailed herein.

For this Project, the Project Team will use the City's existing methodology used to calculate the existing DIFs, as requested by the City. The City's schedule is to have draft results from the Consultant in June 2023. To meet these requirements, our approach includes:

1. Relying on the methodology used in the August 2018 Amendment to the 2006 Development Impact Fee Calculation and Nexus Report for the City of Needles, California (2018 DIF Update).
2. Per the City's direction, limiting the scope of the Project to the four existing DIFs:
 - a. Water Source, Storage, and Distribution.
 - b. Sewer Collection.
 - c. Circulation System.
 - d. Parks.
3. Calculating DIFs for the following five land use categories:
 - a. Detached Dwellings
 - b. Attached Dwellings

- c. Commercial Lodging
- d. Commercial/Office Uses
- e. Industrial Uses

The Project Team intends to use the following references to develop its work product: American Water Works Association (AWWA) M1 Manual and the Water Environment Federation (WEF) Manual of Practice 27.

The Project Team will update the four existing DIFs stated in Item #2 above, using the City's existing methodology, as described in the 2018 DIF Update. One iteration of DIFs will be delivered to the City. Draft DIF results will be available to the City on or before June 15, 2023, for the City's review.

The Project Team will deliver a written report to the City, that describes the key assumptions of the study, methodology and draft results of the Project. The draft report will be delivered prior to the Public Meeting. The final report will be delivered after the City Council approves the DIFs.

Separate DIFs will be developed for the "Urban In-Fill/South Area" and "North Needles Area" to capture the unique character and requirements for each area.

The Project Team will attend and present at one in-person Public Hearing. In addition, we will attend and present at three virtual meetings related to the Project, as described below in the Scope of Work.

SCOPE OF SERVICES

Task 1. Project Management and Project Initiation

Introduction

This task consists of work to initiate the project, including the virtual kick-off meeting and ongoing project management throughout the estimated completion of the project by October 2023.

Scope of Work

Project Management activities include monthly invoicing and status updates.

Project Initiation includes facilitation and attendance at the virtual kick-off meeting. Prior to the kick-off meeting, we will provide a preliminary data request and a meeting agenda. A follow-up data request will be provided after the kick-off meeting.

The purpose of the kick-off meeting is to:

1. Review the Project scope, schedule, and deliverables with the City to confirm project goals and deadlines.
2. Identify the key Project goals.
3. Review the preliminary data request, to be sent in advance of the meeting.

Task 1 Deliverables

1. Kick-off meeting agenda.
2. Preliminary and follow-up data request.
3. Facilitation and virtual attendance at the kick-off meeting.
4. Monthly invoices and status reports.

Task 2. *Compile Future Development Data*

Introduction

DIFs calculations require projection of development data. Development data that is required from the City to complete the DIF calculations will be delivered in a data request after Notice to Proceed. The data may include, but is not limited to, undeveloped acreage, dwelling unit projections and average occupants per household.

Scope of Work

1. Project Team will deliver a data request for the data described in Subtask 2.2.
2. We will compile data needed to update DIFs that is related to future development, undeveloped areas within the City, and use of system capacity.
3. The data in Subtask 2.1 will be compiled separately for the Urban In-Fill/South Area and North Needles Area.

Task 2 Deliverables

Deliverables under this task will be incorporated into the deliverables under Tasks 7 and 8.

Task 3. *Water Source, Storage, and Distribution Development Impact Fee Update*

Introduction

The Project Team will update the Water Source, Storage, and Distribution DIF. The updated DIF will retain the Incremental Cost methodology used in the existing DIF.

Scope of Work

1. Project Team to compile the capacity-increasing water system costs, as described in the Water & Sewer Master Plan.

- a. For each water project identified in the Water & Sewer Master Plan, we will identify (to the extent necessary) the portion of the project cost that is capacity-increasing.
 - b. The Project Team will (to the extent necessary) identify the portion of the project cost that benefits the Urban In-Fill/South Area and the portion of the project cost that benefits the North Needles Area.
 - c. We will compile average water demands, in units of gallons per day for each of the land uses below:
 - i. Detached Dwellings
 - ii. Attached Dwellings
 - iii. Commercial Lodging
 - iv. Commercial/Office Uses
 - v. Industrial Uses
2. The Project Team will rely on data in the Water & Sewer Master Plan to complete this subtask. If the data isn't available in the Water & Sewer Master Plan, we will work with the Water & Sewer Master Plan consultant to generate appropriate data. It is anticipated that the City will facilitate availability of the Water & Sewer Master Plan consultant if required to complete this subtask.
 3. Project Team to use the data compiled under Subtasks 2.2, 3.1, and 3.2 to develop the updated DIFs.

Task 3 Deliverables

Deliverables to be merged with the deliverables under Tasks 7 and 8.

Task 4. Wastewater Collection System Development Impact Fee Update

Introduction

The Project Team will update the Wastewater Collection System DIF for the Urban In-Fill/South Area and the North Needles Area. The updated DIF will retain the Incremental Cost methodology used in the existing DIF.

Scope of Work

1. Project Team to compile the capacity-increasing wastewater collection system costs, as described in the Water & Sewer Master Plan.
 - a. For each wastewater projects identified in the Water & Sewer Master Plan, we will identify (to the extent necessary) the portion of the project cost that is capacity-increasing.
 - b. The Project Team will (to the extent necessary) identify the portion of the project cost that benefits the Urban In-Fill/South Area and the portion of the project cost that benefits the North Needles Area.
2. Project Team to compile wastewater generation volumes, in units of gallons per day (gpd) for each of the land uses described in Subtask 3.1.c. We will rely

on data in the Water & Sewer Master Plan to complete this subtask. If the data isn't available in the Water & Sewer Master Plan, we will work with the Water & Sewer Master Plan consultant to generate appropriate data. Again, it's anticipated that the City will facilitate availability of the Water & Sewer Master Plan consultant if required to complete this subtask.

3. Project Team to use the data compiled under Subtasks 2.2, 4.1, and 4.2 to develop updated DIFs for the Urban In-Fill/South Area and the North Needles Area.

Task 4 Deliverables

Deliverables to be merged with the deliverables under Tasks 7 and 8.

Task 5. Circulation System Development Impact Fee Update

Introduction

We will update the Circulation System DIFs for the Urban In-Fill/South Area and the North Needles Area. The updated DIFs will retain the Incremental Cost methodology used in the existing DIFs.

Scope of Work

1. Project Team to compile the Circulation System capital costs provided by the City.
 - a. For each project, we will identify the portions of the capital cost generated by demand in the Urban In-Fill/South Area, generated by demand in the North Needles Area, and supported by other resources.
 - b. We will also rely on data in the 2023 General Plan Land Use and Transportation Element to complete this subtask. If the data isn't available in the Transportation Element, we will work with the Transportation Element consultant to generate appropriate data. Again, it's anticipated that the City will facilitate availability of the Transportation Element consultant if required to complete this subtask.
2. We will calculate the Circulation System DIF, using trip-mile data compiled in Task 2 and the capacity-increasing costs defined in Subtask 5.1.
3. Project Team to use the data compiled under Subtasks 2.2, 3.1, and 3.2 to develop updated DIFs for the Urban In-Fill/South Area and the North Needles Area.

Task 5 Deliverables

Deliverables to be merged with the deliverables under Tasks 7 and 8.

Task 6. *Parkland Acquisition and Facilities Development DIF Update*

Introduction

The existing parkland acquisition and facilities development DIF is based on the Adjusted Methodology, which is not fully documented in the 2018 DIF Update. For this Project, two separate DIF cost methodologies will be used as described below.

Scope of Work

1. Project Team to compile cost estimates for land acquisition and park construction, provided by the City on a per-acre basis.
2. We will calculate proposed DIFs using two methodologies:
 - a. Using the level of service of 5 acres per 1,000 residents authorized by the 1975 Quimby Act, and using per-acre land acquisition and park construction costs provided by the City.
 - b. Using the Adjusted Methodology contained in the 2018 DIF Update.
 - i. In the City's 2018 Master Facilities Plan, the City has compiled projected Parkland/Improvements totaling approximately \$13.95 million. City staff to define the relationship between the 2018 Master Facilities Plan cost estimates and the Adjusted Methodology.
 - c. The Parkland Acquisition and Facilities Development DIF will apply to residential customers only, in both the Urban In-Fill/South Area and the North Needles Area.

Task 6 Deliverables

Deliverables to be merged with the deliverables under Tasks 7 and 8.

Task 7. *Report*

Introduction

We will deliver a written report describing the development of the Project. The key assumptions, methodology, and results of the Project will be documented in the report.

Scope of Work

The Project Team will prepare draft and final reports. The draft report will be delivered in editable electronic MS Word format for the City's review. Following the City's review, all comments will be incorporated into the final report and delivered in pdf format for adoption. Hardcopies of reports will not be provided. Any required maps to be delivered in jpg and pdf format.

Task 7 Deliverables

1. Draft Report will be delivered in editable MS Word format.
2. Final Report will be delivered in pdf format.

Task 8. Meetings and Presentations

Introduction

This task describes meeting attendance and preparation, and presentation development. As requested by the City, this task includes:

1. Development of PowerPoint presentations.
2. Preparation for four meetings.
3. Attendance and presentation delivery at three virtual meetings.
4. Attendance and presentation delivery at one in-person Public Hearing.
5. Debrief and prepare action items for each of the four meetings.

Scope of Work

The Project Team will attend up to three one-hour virtual meetings with City management or City Council.

We will prepare a PowerPoint presentation for the meetings and deliver the presentation at the virtual meetings.

The Project Team attend a Public Hearing in-person at City offices. If virtual attendance is available at the Public Hearing, we will attend the public hearing virtually. We will prepare and deliver a PowerPoint presentation for the Public Hearing. The presentation will be based on the presentation prepared for the virtual meetings with minor changes anticipated.

Task 8 Deliverables

1. Attendance and presentation at up to three virtual meetings.
2. Attendance and presentation at the Public Hearing at City offices.
3. Action item list from each meeting.

SCHEDULE

The City's goal is to bring updated Development Impact Fees to the Needles City Council in September 2023. To meet this schedule, we proposed delivery of draft DIFs by June 15, 2023, and the draft report by July 15, 2023. During the months of June and July, the Project Team will review draft DIFs with City staff.

Delivery of draft results by June 15, 2023 is based on a Notice to Proceed date of April 20, 2023 and delivery of data request items from the by May 1, 2023.

FEE ESTIMATE

Our proposed Project fee is \$68,400 as shown in the fee estimate attached. Said fee estimate includes a detailed breakdown of staff, rates, subconsultant costs, and related items required to complete the above Scope of Services. The Project Team has budgeted 334 manhours to complete the Project. We will invoice the City monthly on a time and materials basis. Our invoice will not exceed the amount presented in the fee estimate without prior approval.

It is our pleasure to deliver this Scope of Work and Proposal to the City. Thank you very much for the opportunity to continue our great relationship with the City and community. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Steven W. Ledbetter, P.E.
Vice President
TKE Engineering, Inc.

Attachments: Fee Estimate

Task No.	Task	Principal In Charge	Project Manager	Project Engineer	
	Hours	\$	Hours	\$	
Scope of Services					
1	Project Management and Project Initiation	2	\$ 350	4	\$ 660
2	Compile Future Development Data		\$ -	2	\$ 330
3	Water Source, Storage, and Distribution DIF Update		\$ -	2	\$ 330
4	Wastewater Collection System DIF Update		\$ -	2	\$ 330
5	Circulation System DIF Update		\$ -	4	\$ 660
6	Parkland Acquisition and Facilities Development DIF Update		\$ -	2	\$ 330
7	Report	2	\$ 350	4	\$ 660
8	Meetings and Presentations	2	\$ 350	8	\$ 1,320
Subtotal:		6	\$ 1,050	28	\$ 4,620
				48	\$ 7,440

Rates:

Principal In Charge	\$ 175 /HR
Project Manager	\$ 165 /HR
Project Engineer	\$ 155 /HR
Assistant Engineer/Designer	\$ 135 /HR
Clerical	\$ 85 /HR

Notes:

- 1.) Subconsultant Costs for FG Solutions, LLC
- 2.) Overhead direct costs include cost for prints, copies, mileage, etc.
- 3.) Assumes timely delivery of requested data and completion of all work.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: City of Needles receives Prohousing Designation from the California Department of Housing and Community Development

Background: On December 13, 2022, the City Council Authorized City Staff to submit to the California Department of Housing and Community Development an application to apply for Prohousing Designation.

On April 5, 2023, Governor Newsom announced the California Department of Housing and Community Development has designated the City of Needles as a Prohousing community. The Prohousing designation will make the City eligible for funding incentives and additional resources through state grant programs to speed the production of housing. The Governor's Office states the City of Needles "earned the distinction of being named Prohousing for its commitment to build more housing, faster."

The City of Needles joins the cities of Emeryville, Fresno, Rancho Cordova, Redwood City, Riverside, Salinas, Stockton, Ukiah, Los Angeles, El Cerrito, Citrus Heights, Fontana, Oakland, Roseville, San Diego, West Sacramento, and Sacramento, and the counties of San Diego, Yuba Sacramento, and Placer in earning a Prohousing Designation

Fiscal Impact: Affordable housing creates more housing options for the jobs that are being created locally and increases local tax revenue for the City. City is eligible for funding incentives and additional resources through state grant programs.

Recommended Action: Information only

Submitted By: Patrick Martinez, Assistant City Manager/Development Services

City Management Review: Rick

Date: 4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 14

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION**

2020 W. El Camino Avenue, Suite 150
Sacramento, CA 95833
P. O. Box 952050, Sacramento, CA 94252-2050
(916) 263-6928 / FAX (916) 263-1757
www.hcd.ca.gov



3/23/23

Patrick Martinez
Director of Development Services and Assistant City Manager
City of Needles
817 Third Street
Needles, CA 92363

Dear Patrick:

RE: Prohousing Designation – City of Needles

Please Note: The Prohousing Designation award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases. Please reply to this email and provide the name, email, and phone number of your Public Information Officer. Should you want to host an in-person event, please complete HCD's online speaker request form [calhcd.service-now.com] to ensure the event is routed to our executive office.

The California Department of Housing and Community Development (Department) is pleased to announce that the City of Needles has been designated a Prohousing Jurisdiction under the Prohousing Designation Program. The Department has determined that the application meets Prohousing statutory requirements.

The Prohousing Designation Program was established in the 2019-20 Budget Act to acknowledge the policies of local governments that promote housing development. The purpose of the program is to encourage jurisdictions to pass and implement policies that accelerate housing production, promote favorable zoning and land use, reduce construction and development costs, and provide financial subsidies. Through a Prohousing Designation, the City of Needles has shown commitment and diligence and demonstrated itself as a partner to the state in combatting the housing crisis.

The City of Needles has enacted multiple changes highlighted within their Prohousing application to increase affordable housing. First, the City is streamlining housing development that does not need a general plan or zoning change at the project level through by-right approval processes that eliminate the need for public hearings. Additionally, the City has increased allowable density in low-density, single-family residential areas by allowing more than one ADU per lot in most residential zones, two

Governor Newsom Announces 11 New Jurisdictions to Receive a Prohousing Designation for Accelerating Housing Production

Published: Apr 05, 2023

WHAT YOU NEED TO KNOW: Emeryville, Fresno, Needles, Rancho Cordova, Redwood City, Riverside, Salinas, Stockton and Ukiah, and the counties of San Diego and Yuba have been designated as Prohousing communities and are eligible for funding incentives and additional resources through state grant programs to speed the production of housing. To date, a total of 22 California communities are now designated as Prohousing.

SACRAMENTO – Today, Governor Gavin Newsom announced that 11 more communities have earned the distinction of being named Prohousing for their commitment to build more housing, faster. This designation will help unlock additional funds allowing communities to scale up their efforts to meet critical housing needs.

What Governor Newsom said: “Remarkably, in just a few weeks since our last announcement, the number of Prohousing Designations has doubled, a testament to the growing number of communities taking responsibility and committing to building their fair share of housing. Instead of making excuses, these jurisdictions are rising to the challenge, making difficult choices and ensuring that Californians have access to needed housing.”

up-zoning in places near jobs and transit to reduce emission and creating more affordable homes in places that historical or currently exclude households of color and those earning lower incomes.

“It is very encouraging that so many jurisdictions are demonstrating their firm commitment to addressing housing availability and affordability in California,” **said HCD Director Gustavo Velasquez**. “By taking advantage of the tools, technical assistance, funding opportunities, and incentives available to them through HCD, Prohousing communities can scale up their efforts to make a real difference in the work to address a housing crisis many decades in the making.”

Governor Newsom’s 2019-2020 budget established the [Prohousing Designation Program](#) as part of a spectrum of support, incentives, and accountability measures to help meet California’s housing goals.

The 11 communities announced today join the cities of Los Angeles, El Cerrito, Citrus Heights, Fontana, Oakland, Roseville, San Diego, West Sacramento, and Sacramento, and the counties of Sacramento and Placer in earning a Prohousing Designation.

###



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(/)

California Department of
**Housing and Community
Development (/)**

[Grants & Funding \(/grants-and-funding\)](#)

[Manufactured & Mobilehomes
\(/manufactured-and-mobilehomes\)](#)

[Building Standards \(/building-standards-hcd\)](#)

[Planning & Community Development
\(/planning-and-community-development\)](#)

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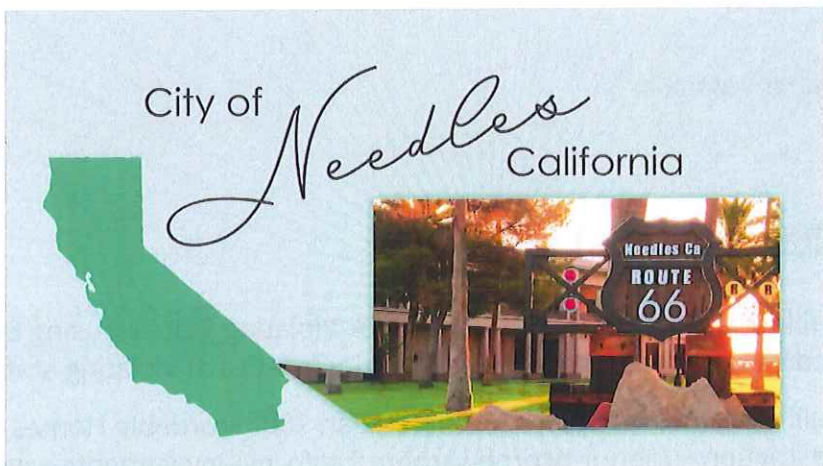
> [HCD Technical Assistance Helps City of Needles Adopt Housing Elements](#)

HCD Technical Assistance Helps City of Needles Adopt Housing Elements

January 24, 2023

It's not often a housing plan receives literal applause, but recently the City of Needles had local partners up on their feet after the Department of Housing and Community Development (HCD) approved the City's latest housing element.

Since 1969, California has required that all cities and counties adequately plan to meet the housing needs of everyone in their community. The [Top](#)



City of Needles California

[Camp Fire Survivor Moves Back Home \(/about-hcd/newsroom/camp-fire-survivor-moves-back-home\)](/about-hcd/newsroom/camp-fire-survivor-moves-back-home)

[California Attorney General Bonta and Department of Housing and Community Development Again Put City of Huntington Beach on Notice for Potentially Violating Multiple Housing Laws \(/about-hcd/newsroom/california-attorney-general-bonta-and-department-of-housing-and-community-development-again-put-city-of-huntington-beach-notice-potentially-violating\)](/about-hcd/newsroom/california-attorney-general-bonta-and-department-of-housing-and-community-development-again-put-city-of-huntington-beach-notice-potentially-violating)

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[Press Release \(/about-hcd/newsroom/term/59\)](/about-hcd/newsroom/term/59)

[Success Stories \(/about-hcd/newsroom/term/64\)](/about-hcd/newsroom/term/64)

[Excess Sites \(/about-hcd/newsroom/term/66\)](/about-hcd/newsroom/term/66)

[Prohousing \(/about-hcd/newsroom/term/67\)](/about-hcd/newsroom/term/67)

[Homelessness \(/about-hcd/newsroom/term/68\)](/about-hcd/newsroom/term/68)

[Disaster Recovery \(/about-hcd/newsroom/term/69\)](/about-hcd/newsroom/term/69)

[Technical Assistance \(/about-hcd/newsroom/term/70\)](/about-hcd/newsroom/term/70)

[Surplus Properties \(/about-hcd/newsroom/term/71\)](/about-hcd/newsroom/term/71)

[Housing Element Sites \(/about-hcd/newsroom/term/72\)](/about-hcd/newsroom/term/72)

[Homekey \(/about-hcd/newsroom/term/80\)](/about-hcd/newsroom/term/80)

[Preservation \(/about-hcd/newsroom/term/81\)](/about-hcd/newsroom/term/81)

[Affordable Housing \(/about-hcd/newsroom/term/82\)](/about-hcd/newsroom/term/82)

[Eblast Announcements \(/about-hcd/newsroom/eblast-announcements\)](/about-hcd/newsroom/eblast-announcements)

Archive

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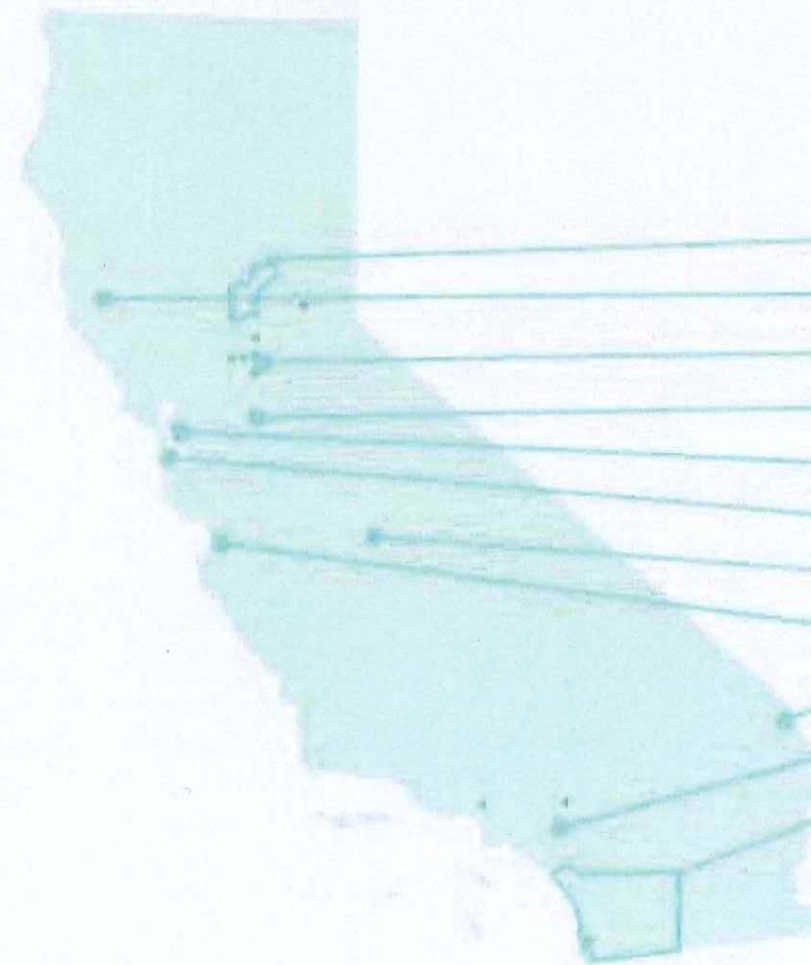
Contact

California Department of Housing & Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

[Top](#)

Prohousing doubles in size to 22 locations!

Eleven new jurisdictions are now **eligible for grants** through the new **Prohousing Incentive Pilot Program.**



Welcome to Prohousing!

County of Yuba
City of Ukiah
City of Rancho Cordova
City of Stockton
City of Emeryville
City of Redwood City
City of Fresno
City of Salinas
City of Needles
City of Riverside
County of San Diego

The Prohousing Designation Program provides incentives to cities and counties in the form of additional points or other preference in the scoring of competitive housing, community development, and infrastructure programs.



hcd.ca.gov



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☒ NPUA

☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Adopt Resolution No. 2023-27 to Amend Resolution No. 2022-46 to increase the Code Enforcement Legal Fees Budget by \$70,000 in the City of Needles adopted Operating Budget for the fiscal year ending 06/30/23

Background: On June 14, 2022 the City Council approved Resolution No. 2022-46 adopting the Operating Budget for the fiscal year ending 6/30/23.

Code Enforcement's purpose is to promote the health, safety and the welfare of the citizens by preserving property values and keeping our community clean. The City Attorney represents the City's Code Enforcement Department in matters that pertain to receivership, restraining warrants, litigation, and cannabis enforcement. There have been legal fees that have accumulated as a direct result of unanticipated legal matters.

Fiscal Impact: Increase in the Code Enforcement Legal Fee budget by \$70,000 to cover Code Enforcement Legal Fees for FY23 to be paid out of the General Fund Reserves. The City has recovered attorney fees in multiple code enforcement cases.

[Signature] for SM
Sylvia Miledi

Recommendation: Adopt Resolution No. 2023-27 to Amend Resolution No. 2022-46 to increase the Code Enforcement Legal Fee Budget by \$70,000 in the City of Needles adopted Operating Budget for the fiscal year ending 06/30/23

Submitted By: Patrick Martinez, Assistant City Manager

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 15

RESOLUTION 2023-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES,
CALIFORNIA ADOPTING AN AMENDMENT TO RESOLUTION NO.
2022-46 TO INCREASE THE CODE ENFORCEMENT LEGAL FEES
BUDGET IN THE CITY OF NEEDLES ADOPTED OPERATING
BUDGET FOR THE FISCAL YEAR ENDING 06/30/23**

WHEREAS, on June 14, 2022 the City Council of the City of Needles adopted the Resolution No. 2022-46 adopting the Operating Budget for the fiscal year ending 6/30/23; and

WHEREAS, circumstances have arisen and Code Enforcement requires a budget amendment to increase the legal fee budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Needles, California does hereby approve and adopt the Budget Amendment to Resolution No. 2022-46 for the fiscal year ending 6/30/23 for Code Enforcement Legal Fees in the amount of:

- Code Enforcement 101-2030-423-31-50 \$70,000

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 25 day of April, 2023, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☒ Regular ☐ Board of Public Utilities

Meeting Date: February 25, 2023

Title: Award bid to Tony Cossi Construction for the Recreation Center Purchase & Installation of Acoustical Absorptive Wall Panel Project.

Background: In August 2022, the Acoustics Group, Inc., (AGI) was retained to address acoustical issues within the recreation center gymnasium. AGI conducted a site visit, conducted acoustical measurements of the reverberation time, analyzed the room acoustics, and provided noise reduction recommendations.

It was determined that the addition of acoustical absorptive wall panels with a higher Noise Reduction Coefficient (NRC) of 0.95 would provide up to a 5.3 decibels noticeable improvement over the existing conditions.

On March 15, 2023, the project was advertised bids with a bid opening date of April 5, 2023. The City received two (2) sealed bids from the following contractors:

- Tony Cossi Construction \$ 143,970
- Redmond Construction \$ 154,236

A bid evaluation has been completed for Tony Cossi Construction and found to be the successful bidder.

Fiscal Impact: The total project cost for the Recreation Center Purchase & Installation of Acoustical Absorptive Wall Panel Project is \$158,367.00 to be allocated against the General Fund Reserves.

 Sylvia Miledi

Recommendation: Award bid to Tony Cossi Construction for the Recreation Center Purchase & Installation of Acoustical Absorptive Wall Panel Project in the amount of \$143,970.00 plus 10% contingency for a total project cost of \$158,367.00 and authorize staff to execute the Public Works Agreement with Tony Cossi Construction and move forward with the Notice of Award and Notice to Proceed.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: 

Date: 4/19/23

Approved: ☐ Not Approved: ☐ Tabled: ☐ Other: ☐

AGENDA ITEM: 16

City of Needles SEALED BID OPENING

Number
of Addendum's 1

04/05/2023

NRC Acoustical Absorptive Wall Panels

BIDDER	DECLARATION	ADDENDUMS	BID BOND	DIR Registered	TOTAL BID
--------	-------------	-----------	----------	----------------	-----------

1 Tony Cossi Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 143,970.00
2 Redmond Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 154,236.00
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$

Present at Opening:

Tammy Ellmore

Recorded by:

Candace Martinez



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Board of Public Utilities

Meeting Date: February 25, 2023

Title: Accept Proposal from the Chamber of Commerce to Manage the Business Directory and Near Premise Sign Program and Transfer of Oversight to Needles Chamber of Commerce

Background: Several years ago, the City designed and implemented the Business Directory Sign Program and the Near Premise Sign Program. The purpose of the sign program is to assist travelers in locating businesses throughout the City by installing signs to provide guidance to visitors for businesses not located on any of the City's primary streets. The green directory signs were purchased through the City's Planning Department and the Public Works department was installing the signs.

In 2017, the City transferred operation and oversight of the program to the Needles Downtown Business Alliance (NDBA). The NDBA is no longer administering the program, therefore, a Request for Proposal (RFP) was published on Feb. 8, 2023, to solicit proposals for a non-profit organization to reinstate the program.

Staff received one (1) proposal from the Needles Chamber of Commerce to assume management of the Business Directory, maintaining the existing sign framework, marketing and renting the sign space to local businesses.

Fiscal Impact: No Fiscal Impact.


Barbara Dileo

Recommendation: Accept the proposal from the Chamber of Commerce to manage the Business Directory and Near Premise Sign Program and transfer of oversight to Needles Chamber of Commerce; and authorize staff to enter into a Memorandum of Understanding (MOU) with the Chamber of Commerce.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: 

Date: 4/15/23

Approved: ☐ Not Approved: ☐ Tabled: ☐ Other: ☐

AGENDA ITEM: 17

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF NEEDLES AND NEEDLES CHAMBER OF COMMERCE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is entered into as of April 26, 2023 (the "Effective Date"), is by and among the CITY OF NEEDLES, a California charter city (the "City") and NEEDLES CHAMBER OF COMMERCE a California nonprofit corporation ("Nonprofit"). The City and Nonprofit shall each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City currently maintains an informational sign program within its jurisdictional boundaries providing information regarding points of interest and certain business within the City;

WHEREAS, Nonprofit wishes to assume operation and maintenance responsibility for the City's Informational Sign Program ("Program"); and

WHEREAS, the City and the Nonprofit desire to enter into this Memorandum of Understanding ("MOU") setting forth the manner in which Nonprofit will assume responsibility for operation and maintenance of the Program.

UNDERSTANDING AND AGREEMENT

1. Pursuant to the terms of this Memorandum of Understanding, Nonprofit agrees to assume responsibility for maintaining City's Sign Program. In exchange for assuming maintenance and operation of the Program Nonprofit may, at its expenses, charge for advertising space on signs within the Program, set rates for said advertising and retain all revenue for such advertising during the term of this Memorandum of Understanding.
2. Nonprofit agrees to provide City with a sign, at no cost, at each sign location within the Program.
3. The Parties acknowledge that the existing signs within in the Program are properly permitted. In the event Nonprofit seeks to add additional signs, it must comply with the City's Sign Ordinance, pay any applicable fees and obtain any required permits and approvals.
4. Nonprofit shall provide City with an annual report on June 30th of each year listing the locations of each sign, the revenues received from advertising and plans for any additional signs.
5. This MOU and any amendment hereto is contingent upon City Council approval and execution by the Mayor of the City.
6. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This MOU may be terminated without penalty or liability by wither Party at any time with or without cause upon 30 days written notice.

8. This MOU is entered into and to be performed in San Bernardino County, California and venue in any suit or action shall be solely in San Bernardino County. California law shall apply to the interpretation and enforcement of this MOU.
9. Nonprofit shall defend, indemnify and hold City, its officers, employees and agents harmless from and against any and all claims, lawsuits, damages and causes of action of any kind arising out of the acts and/or omissions of Nonprofit, its employees and/or officers, including acts and/or omissions in furtherance of this MOU or operating/maintaining signs in the Program.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

THE CITY

The City of Needles, a charter city

By: _____
Janet Jernigan, Mayor

NONPROFIT

By: _____

APPROVED AS TO FORM:

By: _____
John Pinkney, City Attorney



Kathy Raasch

City of Needles Project Manager

817 Third street

Needles CA, 92363

In conjunction with the meeting, we had last week 3/7/2023 in regard to the Trailblazer Signs project. To ensure that we follow the city requirement. We of the River Community Coalition will be working under the umbrella of the Chamber of commerce as a nonprofit organization. See attached minutes of the chamber board meeting approval. The business plan for this project was already submitted to your office.

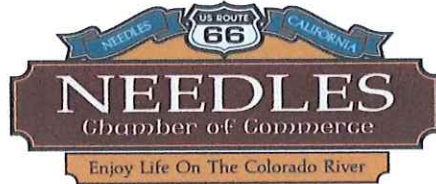
We will be assuming the management of the business directory, maintaining the existing sign framework, marketing and renting the sign space to local businesses, creating a new sense of excitement in the community, and visiting travelers coming through the town of Needles.

Wayne Colburn will be the key person to manage the project. He has a BA in Business. In the program he studied marketing and sales. Wayne also owned his own cleaning business in Rochester NY for several years. Working for other companies he was able to increase sales, through marketing a new store in New Albany MS over a year and a half period maintaining the store as top 3 with in a district of 50 stores within the region.

We are looking forward to working with the city to make this a place that people look forward to vacationing.

Mark Orr

Chamber of Commerce



MINUTES
NEEDLES CHAMBER BOARD MEETING
3/10/2023
4:00 PM
NEEDLES CHAMBER OFFICE
Gloria/Wayne

Call to Order: President Orr called the meeting to order at 4:04 pm

1. **Attendance:** Eric, Kim, Michelle, and Mark
2. **Guest appearance** – None
3. **Minutes: February 9, 2023** – Motion by Kim, second by Mark and approved by unanimous vote to approve the minutes with corrections (Corrected and Filed)
4. **Electric Minutes February 28, 2023** - Motion to approve by Kim, seconded by Eric and approved by unanimous vote to approve the minutes as written.
5. **Electric Minutes – March 1, 2023**, Motion to approve by Mark, seconded by Kim and approved by unanimous vote to approve the minutes as written.
6. **Treasurer Report** – Given by Gloria Collecting \$2,000 from the city will be started as of February so far have not paid.
7. **Membership Report** – Given by Wayne, no new members bill for first and past due one month sent out March 1, 2023, anything older Wayne will call and see if they can be drawn back to the chamber

8. Old Business

- a. **Run for the Wall** – Next Meeting is March 22, 2023, List of donations time and place TBD.
- b. **Closing out of Building Fund** – Motion by Eric, second by Kim and approved by unanimous vote to have George determine the procedure to close out the Building Fund and transfer remaining money to General Account
- c. **Golf Tournament**
- d. **Signers on the Arrowhead Bank Account** – Motion from Mark, seconded by Eric and approved by unanimous vote to have Lorie Removed from Account
- e. **Ricoh Copier lease Cancellation** – Tabled while Gloria Writes Ricoh see if we could renegotiate or the cost to terminate our current contract.
- f. **Board member appointments for Amber and Lori** – Tabled until finances get in order probably by May.
- g. **Board member election for Secretary and Treasurer**


9. New Business

- a. **Approve to check into pricing for banner with new Logo** – Motion to approve Kim seconded by Mark and approved by unanimous vote to approve.
- b. **Easter Egg Hunt/Tristate Community Health requested donation** - Motion by Mark seconded by Kim and approved by unanimous vote to approve to donate an Easter Basket.
- c. **Chamber Mascot** – Motion by Kim Seconded by Mark and approved by unanimous vote to approve to Make Wayne's Service dog the Chamber Mascot
- d. **Permission for Workforce Develop Program** –
- e. **Permission for EDD to rent out space in Chamber Office 1 -2 days a week** – Motion by Kim seconded by Michelle and approved unanimous vote approve.
- f. **Approval for monthly breakfast sponsor poster** – Motion by Kim seconded by Eric and approved unanimous vote to approve a Universal Poster Board that can be reused every month
- g. **River Community Coalition Trailblazer Sign** – Motion by Michelle seconded by Kim and approved by unanimous vote to approve to used the Chamber of Commerce of Needles to be the umbrella coverage for the Trailblazer sign program.
- h. **New Chamber members certificates in lieu of chamber plaque** – Motion by Eric second by Michelle and unanimous vote to approve, old plaques to be thrown away since they are inaccurate.
- i. **Permission to donate old chamber phones to St. Vincent de Paul** – Motion by Michelle, second by Mark and unanimous vote to approve.
- j. **Monthly Membership Dues Billing by Email** – Motion by Mark seconded by Eric and unanimous vote to approve.
- k. **Restart Member of the month** – Motion by Mark seconded by Kim and unanimously vote to approve.
- l. **Restart Ambassador Program** – Motion by Kim seconded by Michelle and unanimously vote to approve.


10. Adjournment – at 5:18

Next Meeting April 13, 2023


Executive Summary

-  Here in the City of Needles Ca. There is a desire to capitalize on the increasing tourism within the general area. There is also a desire to see growth of local business as well as being able to encourage other business to come to the local area. Since the City Counsel recently have received and approved an increase in housing for the area, there is a need to also encourage and support other businesses to come to our city.


Objectives

-  Update and promote Trail Blazer Signs throughout Needles CA with the local business community. While the city maintains the overall maintenance of the signs.


Mission Statement

-  Increase business exposure and growth through trailblazer signs updates.

Keys to Success

-  The chairperson for the committee Wayne Colburn (760)903-3939 holds a Bachelor's Degree in Business Administration with focus on Advertising/marketing. Sue Dearing (760) 403-6593 a local Realto having 30 years of experience. Mayra Hernandez (928)605-0717 another local realtor with 20 years of experience.

Description of Business

-  Advertising and Marketing for the City of Needles CA businesses to increase traffic to local businesses and encourage other businesses to come to Needles. This would come about by working with the local business to have signs that direct potential customers while visiting our riverside tourist area.

Location



- The business will be worked out of a local home within Needles CA

Hours of Operation



8-4:30 Monday thru Friday

Products and Services



The products that will be provided will be signs to be used in current trailblazer frames, placed in and around Needles CA

Suppliers



All signs will be purchased from local sign manufactures, Increasing local business revenue

Service



Providing a venue for local business to ensure that tourist is aware of their presence and location to find them.

Management



Current Members of this committee are two local business owners with 50 years of experience between them and a retired Veteran with a bachelor's degree in Business Administration focus on Marketing and advertising.

Financial Management



- Financing will come from local businesses purchasing signs and annual renewals The overall finances will be held and managed with the Chamber of Commerce assistance.

Marketing



Marketing will be managed by one-on-one meetings with local business owners.

Competition



There is no current competition

Pricing



Any and all income that is received will be used to cover the cost of making installing signs, and the cost of marketing and soliciting businesses participation.

Advertising and Promotion



One on one contact with the local businesses and with the knowledge of the service provided the chamber of commerce and other local businesses will provide a word-of-mouth advertising and marketing. The committee would hold and maintain all records received from the businesses contacted.

Wayne G. Colburn

2237 Casa Loma St
Needles CA, 92363

(760) 903-3939
Email wgc61home@gmail.com

Objective

Using my extensive experience and education for the benefit of the City of Needles CA by overseeing and implementing a plan to reestablish the trailblazer signs.

Experience

California Department of Veterans Affairs, Intern/Claim Representative San Diego CA 2012-2013

Working as an intern/claim representative for CDVA under the direct supervision of the District Manager assisting veterans, dependents and surviving spouses of veterans, to ensure that all information is collected and prepared to process their disability claims and other benefits administered by the U.S. Department of Veterans Affairs.

- Demonstrated Experience using U.S. Title Code 38, Federal Regulations, and state policies
- Coordination and Administration of office support processes and duties
- Create and maintain Excel Spreadsheet to identify weekly workloads

Kohl's, Administrative Assistant

San Diego CA

2009-2012

Maintained the daily operations of the administrative office of the local store with in the policies and procedures of Kohl's and as well as ensuring compliance with state and federal regulation as pertaining to retail establishments.

- Receiving and directing phone calls to the appropriate personnel.
- Sending and receiving emails for the management staff.
- Established the weekly schedule based on sales trends.

- Represented the company on unemployment disputes
- Training and maintaining training records for personnel

GameStop, Store Manager

Tuscaloosa, AL

2003-2008

Manager trainer for district and region throughout MS, AL, LA, and TN trained and audited other store managers to ensure quality of service. Organizational development trained and promoted from within stores six store managers 12 assistant managers 20+ third keys.

- Reported to district manager and regional manager.
- Increased in store gross sales \$2.1 million.
- Reducing shrink within region by 15% through implementing loss prevention initiatives.
- Created and initiated events ensuring positive public relations increasing sales and company image.

United States Air Force

Oklahoma City, OK

1980-1985

Law Enforcement Specialist
Disaster Preparedness Specialist

Education

National University 6/2015

San Diego CA

Business Administration with a focus on Human Resources GPA 3.385/4.50

Parks College 1/1990

Denver, CO

AAS Medical Assisting GPA 3.96/4.0

President's list for academic excellence



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☒ NPUA

☒ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Applicant Mike West has requested an Amendment to Resolution No. 2021-47 Removing Condition #16 which restricts a water feature during a drought

Background: On September 14, 2021 the City Council approved Resolution No. 2021-47 which approved a Conditional Use Permit for a New Outdoor Advertising Sign at 429 N "K" Street, Also Known as APN 0185-067-08-0000.

On April 4, 2023, the City Clerk received a request to amend Condition #16 of Resolution No. 2021-47 which reads "water feature to be plumbed for future use when drought declaration is withdrawn." The purpose of the request is to allow for the water future to be used during a drought. The applicant has submitted the attached document with the request and supporting documentation for the use of the water feature during a drought.

On April 12, 2023, the Mohave Valley Daily News reported that the "U.S. Bureau of Reclamation has analyzed two alternatives for curbing Colorado River use that would trim seven states' take from the river by more than double in 2024 compared to the cuts it made in river water use for this year." The article goes on to say "in both cases, the alternatives would trim river water use by an additional 1.26 million acre-feet compared to cuts already made for this year under existing agreements. The cuts in both alternatives would total about 2.083 million acre-feet for 2024 and would grow larger in 2025 and 2026, assuming Lake Mead's water levels keep falling as they have since the turn of the century."

Fiscal Impact: N/A

Recommendation: Remain with City Councils Original Recommendation

Submitted By: Patrick Martinez, Assistant City Manager

City Management Review: Rick

Date: 4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 18

Dear Mayor/Councilman/Councilwoman:

*I have been diligently working on two projects with the City of Needles for approximately a little over than 2 ½ years and love this city because we believe it is the gem of the tri-state. I am enthusiastically bringing a unique development that will put the City of Needles on the map and hopefully open the doors for other investors to invest and bring new businesses and revenue to the city. However, I would like to express my frustration and concern about my digital billboard. I am aware that my project was approved back on September 14, 2021, to include water feature, however, **NOT** to turn the water on until the drought was over. After submitting plans on two separate occasions to be plan checked Mr. Daniels instructed staff not to approve of my plans if I had the water feature included. I am unsure if this may have been an oversight on his behalf. This action was not right and contrary to what you had approved on September 14, 2021 (Reso.2021-47). These instructions were not cost or time effective for me to re-submit plans, build this sign, and then later must rip it all apart, submit plans again to add this water feature at a later time. After going round and round with this matter and expensing so much money on engineering, fees, time, and loss of revenue, I focused on getting my tract map approved. I am very unhappy and voiced these concerns strongly with Mr. Martinez on Tuesday April 4, 2023.*

*I am ready to pivot back and erect the digital billboard. I would like to bring this matter before you and would like to request approval to connect water to my billboard. I have attached the water evaporation calculations that demonstrate the water usage that equalate to less than two toilet bowl flushes a day/15 gal. and **very minimal water usage**. We feel that this business will use less water than any business in the City of Needles.*

*The Tri-State billboard water feature will recycle and re-circulate water. On the other hand, **the marijuana plants use an incredible amount of water approximately 1 to 2 gallons a day per plant.** There are currently *hundreds of thousands of square feet* of growing buildings that the City of Needles approved and are currently operating which uses hundreds of thousands of gallons of water for cultivation business.*

Thank you for your time,

Jeffrey David West, Project Manager



cc: Michael Patrick West, Lillian Salcido

FLOOR PLAN OF WATER FEATURE



Lake Mead and the "bathtub ring" are shown at Hoover Dam outside Boulder City on Tuesday, April 11. The U.S. Government presented options Tuesday for how it could drastically cut water use on the Colorado River to keep Lake Mead and Lake Powell from further crashing.

Feds consider unprecedented Colorado River water cuts

 The Daily News, Associated Press and Tribune News Service Apr 12, 2023 1:59 AM

BOULDER CITY, Nev. — U.S. Bureau of Reclamation has analyzed two alternatives for curbing Colorado River use that would trim seven states' take from the river by more than double in 2024 compared to the cuts it made in river water use for this year.

The Biden administration released an environmental analysis Tuesday of competing plans for how seven Western states and tribes reliant on the dwindling water supply from the Colorado River should cut their use but declined to publicly take a side on the best option.

As they are described in a bureau news release issued Tuesday morning, the two alternatives appear to closely match a proposal issued early this year by Arizona and five other river basin states and separately, a proposal made by California.

In both cases, the alternatives would trim river water use by an additional 1.26 million acre-feet compared to cuts already made for this year under existing agreements. The cuts in both alternatives would total about 2.083 million acre-feet for 2024 and would grow larger in 2025 and 2026, assuming Lake Mead's water levels keep falling as they have since the turn of the century.

By comparison, the 336-mile-long Central Arizona Project canal now sends about 1 million acre-feet a year from the Colorado River at Lake Havasu to Phoenix and Tucson to use as drinking supplies.

One proposal would apportion the additional, newly studied cuts based on the legal priorities that each user has to river water. The use of priorities to make cuts is similar to a proposal released this year by California and would clearly favor California, whose farms in the Southern California desert now have rights to well over 3 million acre-feet that date back more than a century. That proposal would hurt Arizona the most.

That's because the Central Arizona Project has the lowest priority for river water in the entire basin under the 1968 law authorizing its construction. That law said CAP would be first in line for shortages whenever the already overallocated river doesn't carry enough water to meet all demands placed on it.

The second proposal would allocate cuts based on the percentage of water currently used by each city, farm, tribe and other entity in the basin. That's similar to a proposal made by the six states besides California, which would allocate cuts based on each user's contribution toward evaporation of river water.

A third alternative calls for no action to curb water use beyond what's already been approved under a set of reservoir operating guidelines from 2007 and the Lower Basin Drought Contingency Plan from 2019.

The proposals are aimed at curbing chronic overuse of the river at a time when drought, aggravated by human-caused climate change, has reduced its average annual flows by nearly 20% since 2000. While this spring's runoff into Lake Powell is slated to be extraordinarily wet, carrying possibly the second most April-July runoff into the lake this century, experts say one such year won't be nearly enough to significantly help its big reservoirs, Lakes Mead and Powell. Today, they're filled only to 28% and 23%, respectively, of their total capacity.

These proposals were analyzed for a new, draft supplemental environmental impact statement on the river, which the bureau released today. The public will have 45 days to comment on the draft.

The Interior Department will decide on an alternative upon releasing a final supplemental impact statement in summer 2023. That decision will affect how much water is released from Glen Canyon and Hoover dams next year for Lower Basin users. The Lower Basin states are Arizona, Nevada and California.

On one side is California and some tribes along the river that want to protect their high-priority rights to the river's water, which they use for drinking and farming. On the other side are the other six states — Colorado, Nevada, Arizona, Utah, Wyoming and New Mexico — who say it's time to come up with an approach that more fairly shares the river.

The Interior Department did not say how states should get to deeper water cuts, but defended its authority to make sure basic needs such as drinking water and hydropower generated from the river are met — even if it means setting aside the priority system.

"Failure is not an option," Interior Deputy Secretary Tommy Beaudreau told The Associated Press.

A multidecade drought in the West intensified by climate change, rising demand and overuse has sent water levels at key reservoirs along the river to unprecedented lows. That's forced the federal government to cut some water allocations, and to offer up billions of dollars to pay farmers and cities to cut back.

Officials expect some relief this year from a series of powerful storms that blanketed California and the Western Rocky Mountains, the main source of the Colorado River's water. But it's not clear how that amount of precipitation is affecting negotiations. On Monday, Beaudreau denied that a sense of urgency had gone away after the winter storms, but gave no indication to how the seven states should reach agreement before August, when the agency typically announces water availability for the following year.

"The snow is great. It's a godsend. But we're in the midst of a 23-year drought," Beaudreau said. He said states, Native American tribes and other water users recognized that it would be in no one's interest to stall talks because of the winter's healthy snowpack — which stands at 160% of the median in the Upper Colorado River Basin.

In January, six of the seven U.S. states that rely on the Colorado River — Arizona, Nevada, New Mexico, Utah, Wyoming and Colorado — outlined how they would conserve significantly more water, but California disagreed with the approach and released its own ideas a day later.

Both plans heeded a call last year from the U.S. Bureau of Reclamation, which operates the major dams in the river system, for states to propose how they would cut their water use by roughly 15% and 30% — in addition to existing water cuts agreed upon in recent years. Each achieve about 2 million acre-feet of cuts, which is at the low end of the requested cuts.

An acre-foot of water is roughly enough to serve 2 to 3 U.S. households annually.

AMENDMENT OF RESOLUTION 2021-47



APRIL 5

TRI-STATE ADVERTISING
Created by: LILLIAN SALCIDO

Tri-State Advertising

Digital Billboard APN 0185-067-08-0000

The purpose of this request is to ask council to consider amending Resolution 2021-47 “allowing water to be connected and used within the water feature “adopted on September 14, 2021.

The evaporation rate for the water feature for Tri-State Adverting/RiverLux Resort Billboard has been calculated and it has an evaporation rate of 15 gallons a day. The average toilet uses 7 gallons a flush hence we feel that the water feature is not an issue. This feature will give the City of Needles a new and exciting look as well as promote business in a new and modern way. This evaporation rate will be less due to rain days and winter months. The calculations provided are at the max.

This beautiful sign will be the first thing drivers will see as they drive through the City of Needles and with the water feature in motion and modern billboard; portray a beautiful and lasting impression. This billboard will boost sales tax and property tax revenue for years to come.

Tri-State Advertising will probably use less water than any business in the City of Needles using approximately 2 toilet bowl flushes a day.

Evaporation Rates

(Updated 2 years ago)

You can expect 1/2% - 1% of the total gallons per hour, per day to be lost to evaporation.

For example:

3,000 GPH pump

1/2% = 15gallons/day

1% = 30gallons/day

Make sure to estimate the flow rate after head pressure loss, 3,000 GPH pump may only supply 2,500 GPH or less, this will make a difference.

The variations are used according to the site conditions, full sun and full wind will be 1% a sheltered pond will be 1/2%.

These numbers are an average; it will fluctuate throughout the season.

This is also for the Midwest; it will work for most of the country except Arizona and other hot, dry climates.

Evaporation continues to increase as the amount of water flowing thru the atmosphere increases along with the increased splashing and vaporization of water as it crashes over boulders.

The next question or answer you need is how much water is 1" of water loss in a given pond.

11'x16' pond = 176 sq. ft. If it was a rectangle x .85 for irregular shape = 150 sq. ft.

150 x .62 gallons/sq.ft. X 1" deep = 93 gallons

3000 GPH pump x 1/2% = 15gallons x 7 days = 105 gallons/week or 1" of water loss/week.

Try it on your personal pond or other pond your familiar with to double check the calcs, adjust as necessary.



Name: Mike West

Address: 429 N K Street Needles, CA

Category: General-Owner/Builder

E-mail: mikew@riverluxresort.com

AMENDED
RESOLUTION NO. 2021-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES,
APPROVING A CONDITIONAL USE PERMIT FOR A NEW OUTDOOR ADVERTISING
SIGN AT 429 N "K" STREET, ALSO KNOWN AS APN 0185-067-08-0000**

WHEREAS, the city recently received an application from property owner, Michael Patrick West, for a Conditional Use Permit (CUP) to allow a new digital billboard sign, also known as an Outdoor Advertising Sign, at 429 N. "K" Street, also known as APN 0185-067-08-0000; and

WHEREAS, the proposed Conditional Use Permit is consistent with the General Plan to facilitate installation of new modern billboards to provide marketing opportunities within the city; and

WHEREAS, the proposed project is determined to be Categorically Exempt pursuant to Article 19 Section 15302(c) and Section 15303 of CEQA for construction of a new billboard requiring only negligible improvements.

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on Wednesday, July 21, 2021 at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on August 4, 2021, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to **RESOLUTION 08-04-2021 PC** recommending approval of a Conditional Use Permit for a new outdoor advertising sign at 429 N "K" Street, also known as APN 0185-067-08-0000; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on August 10, 2021 the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for a Conditional Use Permit for a new outdoor advertising sign at 429 N "K" Street, also known as APN 0185-067-08-0000; and

WHEREAS, Section 94.07(d) of the Needles City Code describes the findings required to approve a Conditional Use Permit; and

WHEREAS, the Needles CITY COUNCIL has sufficiently considered all testimony and any documentary evidence presented to them in order to make the following determination.

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the City of Needles as follows:

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this project is categorically exempt under California Environmental Quality Act, CEQA guidelines Class 3: New Construction or Conversion of Small Structures. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and

facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to approve a Conditional Use Permit for a digital Outdoor Advertising Sign, according to the criteria specified in Section 94.07(d) of the Needles City Code:

A. *That the requested permit is within its jurisdiction according to the table of permissible uses.*

FINDING: The project site is zoned General Commercial (C-2) and an Outdoor Advertising Sign is permitted in the C-2 Zone with a Conditional Use Permit (CUP); and

B. *The Application is Complete*

FINDING: The applicant has submitted a complete application and has provided the required Site and Elevation plan drawings for the proposed sign.

B. *The development is in general conformity with the Needles General Plan.*

FINDING: The proposed project, a new outdoor advertising sign is consistent with uses identified in the General Plan for promotion of development and recreational activities.

C. *The development is in harmony with the area in which it is located.*

FINDING: The project site is located in a developed portion of the city, at the gateway into Needles, for the purpose of promoting development and other uses in the city. North of the project is vacant land, proposed as part of a residential development that incorporates space for recreational vehicles and exterior living space, a Mobile home park, and a boat and RV storage. To the east is the municipal park with a boat launch and the Colorado River; to the south is residential housing and commercially zoned residential housing; to the west is a retail cannabis business, restaurant, and boat and RV storage.

D. *The development will not materially endanger the public health or safety.*

FINDING: The project site is at the corner of an intersection, with setbacks sufficient so that if it should fall, it will remain on the owner's property.

E. *The development will not substantially injure the value of adjoining or abutting properties.*

FINDING: The project site is zoned General Commercial (C-2). The area surrounding the site is also zoned General Commercial (C-2). The project site will be conditioned with a desert-themed landscape using low-volume water plants due to the drought conditions. This requirement will assist in maintaining the value of adjoining or abutting properties

F. *The project overall is consistent with the preceding findings.*

FINDING: The project, with findings discussed in detail regarding compatibility with other similar uses in the area, conditions of approval applied to the project for enhancements to the landscape and site to ensure the surrounding area's adjoining or abutting property values are not substantially injured, places the overall project in consistency with the preceding findings.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2021-47.**

SECTION 4. The City Council HEREBY APPROVES Resolution **2021-47** Approving a Conditional Use Permit for an Outdoor Advertising sign at 429 N "K" Street, also known as APN 0185-067-08-0000, according to the criteria specified in Section 94.07(d) of the Needles City Code with the following Conditions of Approval:

1. The approval for CUP No. **08-04-2021 PC** is subject to the six (6) month expiration provisions of Section 94.13(a) of the City's Zoning Code, and will expire on **02-04-2022**.
2. The permit issuing authority may extend for a period of up to six (6) months, the date when the permit would otherwise expire pursuant to 94.13(a) if it concludes that: (1) the permit has not yet expired; (2) the permit recipient has proceeded with due diligence and in good faith; and (3) conditions have not changed so substantially as to warrant a new application.
3. The Applicant shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul and/or seek monetary damages resulting from an approval of the City; or any agency or instrumentality thereof, advisory commission; appeal board or legislative body including actions approved by the voters of the City, concerning Applicant's project. The City shall promptly notify the Applicant of any claim, action; or proceeding to which this condition is applicable and shall reasonably cooperate in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. As a condition of this approval, the Applicant or its authorized representative shall:
 - (a) Execute an agreement to defend (with legal counsel of the City's choice), indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation(s) of federal law associated with the permitting, licensing, approval, and/or operation of the Retail Cannabis Business; and
 - (b) Maintain insurance in the minimum amount of \$1 million per claim and \$2 million in the aggregate; and
 - (c) Name the City as an additional insured on all City required insurance policies; and
 - (d) Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of the Retail Cannabis Business.
4. All development on the project site shall be in compliance with all applicable provisions of the City's Municipal Code and all applicable provisions of the adopted and applicable Building, Construction and Fire Codes, the Americans with Disabilities Act, and all City

building, zoning, business, and health regulations. All new construction shall obtain appropriate building permits and comply with the requirements of the Planning, Building, and Fire Departments.

5. With the exception for amendments and/or modifications that are consistent with Section 94.15 of the City's Zoning Code, anything not shown on the CUP application or the Site Plan, or which is not specifically approved herein, or which is not in compliance with the CUP, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted hereunder null and void. Construction (if any) shall cease until all requirements of this CUP are complied with, and development entitlements may be withheld until any Code violations are abated.
6. No Certificate of Occupancy shall be granted until all Conditions of Approval have been completed and approved by the City and Fire Department unless otherwise identified herein, and all offsite improvements have been completed and accepted by the City.
7. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit a notarized affidavit acknowledging acceptance of the conditions of this CUP. This authorization shall become void, and any privilege, permit, or other authorization granted under these entitlements shall be deemed to have lapsed if compliance with this condition has not been undertaken within the specified time limits.
8. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.
9. The Applicant shall pay all established service, permit, impact, environmental, and other applicable fees required by the City as a condition of this CUP.
10. The Applicant must comply with the recommendations and conditions of the City Manager or his/her designee prior to issuance of any building permits. All development pursuant to this CUP must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
11. No nuisance water shall escape the Project Site onto public streets or adjacent properties.
12. Applicant to provide a descriptive scope of work on the first page of the plans identifying work requiring a building permit. A licensed architect or engineer will need to stamp all pages of the plans.
13. On the site plan, add the existing sidewalks, pedestrian ramps, signs, signal lights, electric poles, curb and gutter, right of way dimensions, etc. in accordance with Section 107.2.6 of 2019 CBC.
14. Amend the site plan drawing placing all work to be done, including landscape, within property lines of parcel located at 429 "K" Street.
15. The water feature cannot move forward, due to the severe drought conditions in California. Consider a desert landscape theme for landscaping. Weed abatement to occur at site and be completed within 90 days of CUP approval.

16. ~~Provide the calculation of the water demand for the irrigation of the landscape and show it on plans the minimum fixture unit and determination of the water meter sizes~~
Water feature to be plumbed for future use when drought declaration is withdrawn.
17. Add to plans the electric calculation and specify the required electric meter size.

SECTION 5. This action shall become final and effective fifteen (15) days after this decision by the CITY COUNCIL, unless within such period, a written appeal is filed with the City Clerk for consideration by the City Council as provided by the Needles City Code.

PASSED, APPROVED AND ADOPTED this 10th day of August, 2021 by the following roll call vote:
14th September

AYES: Council Members Campbell, Evans, Merritt, Belt and Longacre
NOES: None
ABSENT: Vice Mayor Paget was out of the room
ABSTAIN: None

(Seal)


Attest:



Mayor


City Clerk

Approved as to form:



City Attorney

CITY OF NEEDLES, CALIFORNIA
Application For Use Permit

Name of Applicant: Michael Patrick West Phone: 951-525-2145 (Applicant must be the owner of the land, the lessee having a lease-hold interest of not less than 5 years, or the agent of any of the foregoing duly authorized in writing)

_____, (I/We) the undersigned, _____ (Owner/Lessee/Agent) of the property listed below, hereby request that the following stated use be permitted to be constructed and/or operated.

1. Project name and address: 429 N K Street Needles CA 92363
2. Legal Description of Parcel (attach if necessary): APN # 0185-067-08-0000
3. Briefly Describe: a. Purpose and Intent of proposed project (include acres, square feet, units, etc.).
Digital Billboard
- b. Population projection (project residents): _____
- c. Number of persons employed during operation: full time 2 part time _____
- d. Will the Project require new utility services? ☒ yes ☐ no
i. Water Service ☐ no. If so, estimated peak water demand in gallons/minutes: _____, service requirement.
ii. Sewer Service ☐ no. Any chemical wastes expelled in sewers? _____
If yes, explain: _____
iii. Electric Service: main size 100 amp single phase _____; three phase _____
Attachment to existing electric facilities: load calculations N/A
- e. Estimated daily vehicular traffic generated by the operation: _____ Comment: _____
- f. List major machines – give horsepower and noise rating in decibels: _____
- g. Will the project require a permit from the Air Pollution Control District, and if so, describe: _____
- h. What will be the hours of operation: 24 hours
- i. Describe materials or machinery that will be stored or parked outside: N/A
4. Attached ☒ Site Plan ☒ Elevations ☒ Filing Fee ☒ Legal ☒ (site plans folded 8 1/2" x 11" reduction)

AUTHORIZATION

Names and signatures of all persons having an interest in the property whose consent is required (by virtue of such interest) to authorize filing of application.

Name (print or type)	Address	Capacity Owner/Lessee
1. Michael Patrick West	29991 Canyon Hills Rd.	✓
Signature: <i>[Signature]</i>	Suite 1709 PMB. 300 Lake Elsinore CA. 92532	
2. Jeffrey David West	29991 Canyon Hills Rd	
Signature: <i>[Signature]</i>	Suite 1709 PMB-300 Lake Elsinore CA. 92532	
3. _____	_____	_____
Signature: _____		

All signatures represent that they have full legal capacity to, and hereby do, authorize the filing of this application. Leaseholds must be for at least five years or the owner shall be required to sign this application.

Subscribed and sworn before me this _____ day of _____, 20_____.

_____, S⁺ _____
My Commission Expires: _____ Notary Public (or City Staff)

CERTIFICATION

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Name (print): Jeffrey David West Signature: _____
Address: 29991 Canyon Hills Rd. Ste. 1709 PMB 300 Lake Elsinore CA. 92532
Telephone: 951.553.0599
Capacity: _____ owner: _____ lessee: _____ agent of Tri-State Advertising

Person(s) to be contacted regarding this application if other than myself:

Michael Patrick West Address: same as above

Address: _____

(STAFF USE ONLY)

Date filed _____ Rec'd by _____ Receipt No. _____



8x11



ATTACHMENT A LOCATION MAP
APPLICANT: MICHAEL PATRICK WEST
ADDRESS: 429 N "K" STREET



8x11



ATTACHMENT B

APPLICANT:

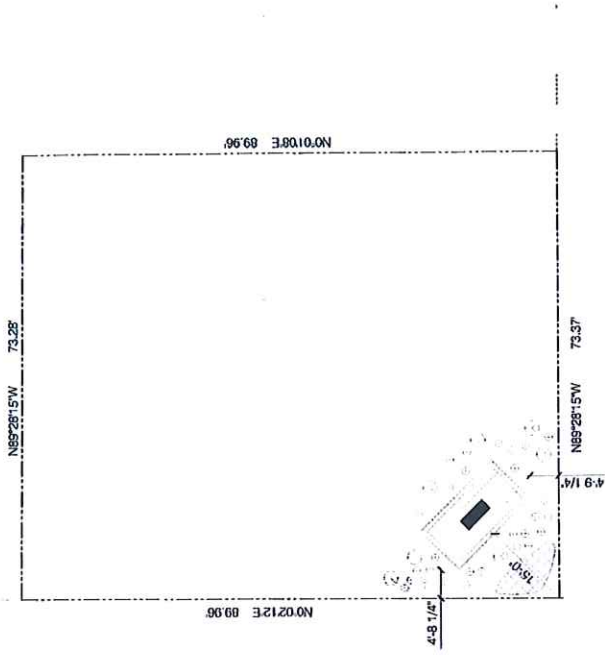
ADDRESS:

VICINITY MAP

MICHAEL PATRICK WEST

429 N "K" STREET

PLANTING LEGEND		
SYMBOL	IMAGE	PLANT NAME
		BLUE OAK STOCK
		ISARE SPUNKA
		GOLDENFISH



NORTH K STREET

NEEDLES HWY



SITE PLAN
CART 1.0.18

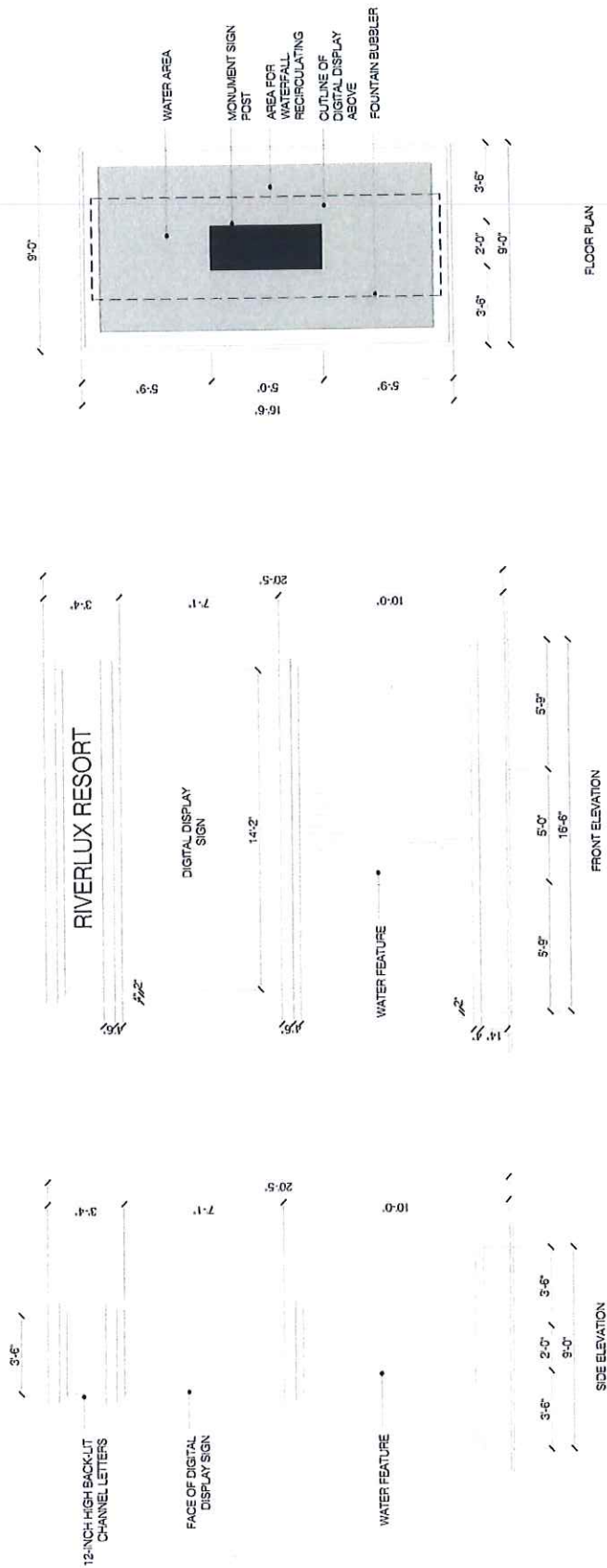
RIVERLUX RESORT SIGN
NEEDLES, CA



8x11



ATTACHMENT C SITE PLAN DRAWING
 APPLICANT: MICHAEL PATRICK WEST
 ADDRESS: 429 N "K" STREET



PLAN | ELEVATIONS

RIVERLUX RESORT SIGN
NEEDLES, CA



8x11



ATTACHMENT D ELEVATION DRAWING
APPLICANT: MICHAEL PATRICK WEST
ADDRESS: 429 N "K" STREET



ATTACHMENT E CONCEPTUAL DRAWING
APPLICANT: MICHAEL PATRICK WEST
ADDRESS: 429 N "K" STREET

CITY OF NEEDLES

817 Third Street • Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Tona Belt
Councilmember Wade Evans
Councilmember Zachery Longacre
Councilmember Kirsten Merritt
Councilmember Ellen Campbell
City Manager Rick Daniels

CERTIFICATION

I, Dale Jones, CMC, City Clerk of the City of Needles, California, do hereby certify that the foregoing is a true and correct copy of Resolution Number 2021-47.



Dale Jones, CMC
City Clerk

(SEAL)

Date: September 16, 2021



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Appoint to fill a Vacancy to City Council Visitor Center Subcommittee

Background: On November 28, 2017 the City Council appointed a subcommittee of its members to review and advise the Council on the establishment of a Needles Visitor Center. The subcommittee consisted of Mayor Williams and Councilors Belt and Hazlewood (Councilor Merritt replaced Hazlewood when he left the Council.). The subcommittee determined that a visitor center was a worthwhile venture to increase tourism in Needles, issued a request for proposals to construct and operate a Visitor Center in the El Garces, reviewed the proposals, and recommended an award of a 3-year visitor center operating agreement to the Chamber of Commerce. The City Council subsequently approved the agreement and an office space lease to the Chamber of Commerce on March 4, 2021.

The Visitor Center Operating Agreement requires City Council oversight of the visitor center for compliance with the terms and conditions of that agreement. The subcommittee could provide that oversight. If the City Council wants the subcommittee to continue, the City Council should appoint a Councilor to fill the vacancy that was created as a result of the last City Council election.

Fiscal Impact: Staffing of 1-3 meetings per quarter.

Recommendation: Council direction, including appointment of a replacement.

Submitted By:

City Management Review:

Rick

Date:

4/19/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 19

**CITY OF NEEDLES
SERVICES AGREEMENT [REVISED 04/26/21]**

1. PARTIES AND DATE.

This Agreement is made and entered into this 27 day of April, 2021, between the **CITY OF NEEDLES**, a California Charter City, (hereinafter referred to as the "City") and **NEEDLES AREA CHAMBER OF COMMERCE**, a California non-profit mutual benefit corporation (hereinafter referred to as "Chamber"). City and Chamber are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Services.

The City solicited proposals to operate the City of Needles Visitor's Center pursuant to that certain Request for Proposals ("RFP"), which is attached hereto as **Exhibit "A."**

2.2 Proposal.

Chamber has made a proposal ("Proposal") and was submitted to the City on February 5, 2021 provide such Services, which Proposal is attached hereto as **Exhibit "B."** Which includes using available cash of approximately Ninety Thousand Dollars (\$90,000.00) and donations of cash and/or construction work totaling approximately Ninety Thousand Dollars (\$90,000.00) for an aggregate total of at least One Hundred and Eighty Thousand Dollars (\$176,000) to make tenant improvements to Visitor Center portion the El Garces. In addition, Chamber shall perform the following services:

- The Chamber will provide a quarterly report to the City on contacts with visitors such as:
 - Foot traffic at the VC
 - Email count
 - Phone call count
 - Tours given
 - Events scheduled in the El Garces
 - Other information as requested by council regarding operation of the VC

CHAMBER AGREES THAT IT SHALL COMPLETE THE TENANT IMPROVEMENTS FOR THE THE VISITOR CENTER AND THE CHAMBER OFFICES AND OPEN FOR FULL TIME REGULAR BUSINESS ON OR BEFORE DECEMBER 31, 2021. IF CHAMBER FAILS TO COMPLY WITH THE FORGOING OBLIGATIONS WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE BY CITY, CITY MAY TERMINATE THIS AGREEMENT AND TAKE POSSESSION OF THE PREMISES IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER THIS AGREEMENT OR AT LAW.

2.3 Chamber.

City desires to retain Chamber to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Chamber represents and warrants to City that Chamber possesses the necessary skills, licenses, certifications, qualifications, personnel, and equipment to provide such services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Services. Chamber agrees to perform the services described herein and in Exhibit "A" and Exhibit "B" ("Services"). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal and the RFP. Chamber designates their President as Chamber's professional responsible for overseeing the Services provided by Chamber.

3.1.2 Term. This Agreement shall remain in effect for a period of five years, commencing on the Commencement Date as defined in Section 11 of the Lease Agreement between the parties of even date ("Term"). The Term shall be subject to eight (8) mutually agreeable options to extend for three (3) years each. However, either party may terminate the option by providing the other party with written notice at least 90 days in advance of the end of the then applicable Term.

3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms binding on the City other than the Services to be rendered, the schedule and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of Chamber.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Chamber or by its employees and volunteers under Chamber's supervision. Chamber will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. The City retains Chamber on an independent contractor basis and not as an employee. Chamber retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Chamber shall also not be employees of the City and shall at all times be under Chamber's exclusive direction and control. Chamber shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of

Services under this Agreement and as required by law. Chamber shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Chamber shall be solely responsible for managing and supervising its personnel and employees. Chamber shall further be responsible for all reports and obligations, including, but not limited to social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Standard of Care; Performance of Employees. Chamber shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by person in the same industry in the State of California. Chamber represents and maintains that it is skilled in the professional calling necessary to perform the Services. Chamber warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Chamber represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Chamber shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Chamber's failure to comply with the applicable standard of care. Any employee of the Chamber or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Chamber and shall not be re-assigned to perform any Services to City.
- 3.2.3 Laws and Regulations. Chamber shall keep itself fully informed of and in compliance with applicable local, state, and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Chamber shall be liable for all violations of such laws and regulations in connection with the Services. If the Chamber performs any work contrary to such laws, rules, and regulations and without giving written notice to the City, Chamber shall be solely responsible for all costs arising therefrom. Chamber shall defend, indemnify, and hold the City, its officials, employees and agents, pursuant to the indemnification provisions of this Agreement, from any claim or liability to the extent arising out of any failure or alleged failure of Chamber to comply with such laws, rules or regulations.

- 3.2.4 Employment Eligibility. Chamber shall be solely responsible for obtaining Employment Eligibility Verification information from Chamber's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Chamber's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Chamber employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Chamber hereby certifies under penalty of perjury under the laws of the State of California that the Chamber will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Chamber shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Chamber shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of Chamber's employees, appropriate to the nature of the work and the conditions under which the work is to be performed.

4. Indemnification; Insurance.

4.1 Insurance. Chamber shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit "C"** attached to and made a part of this Agreement.

4.2 Indemnity. To the fullest extent permitted by law, Chamber shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Chamber, its officers, agents, employees or subcontractors (or any agency or individual that Chamber shall bear the legal liability thereof) in the performance of Services under this Agreement.

5. Responsibilities of City.

5.1 Requests. The City agrees to comply with all reasonable requests of Chamber and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Chamber's duties under this Agreement. In order to facilitate Chamber's conformance with the performance schedule, the City shall respond to Chamber's submittals in a timely manner.

5.2 City Representative. The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

6. Fees and Payments.

6.1 Compensation. City agrees to pay the Chamber the fixed sum of Two Thousand Dollars (\$2,000.00) per month as Chamber's sole and only compensation under this Agreement. No other compensation shall be due to the Chamber for performance of the Services. Compensation for partial months shall be subject to proration based on the number of days of Service provided divided by the number of days in the month. The provisions of the "Management Services Cost Proposal" of the Proposal are void and of no effect concerning the payment of compensation and as to Tenant Improvements.

6.2 Invoices. Chamber shall submit to the City a monthly itemized statement which clearly sets forth work completed, hours of Services rendered with detail regarding fulfillment of goals and metrics contained in this Agreement, the Proposal and other Visitor Center projects. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the right to review and audit all invoices prior to or after payment to Chamber. This review and audit may include, but not be limited to City's:

a. Determination that each all Services have been rendered in accordance with this Agreement.

6.3 Payment. If the work is reasonably satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt.

6.4 Reimbursement for Expenses. Chamber shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

6.5 Additional Services. In the event Chamber performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Chamber shall not be compensated for such services. Chamber expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

6.6 Prevailing Wages. Chamber is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Chamber agrees to fully comply with such Prevailing Wage Laws. The City shall provide Chamber with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Chamber shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services

available to interested parties upon request and shall post copies at the Chamber's principal place of business and at the project site. Chamber shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Accounting Records.

- 6.7.1 Maintenance and Inspection. Chamber shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Chamber shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Chamber shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to percentage mark-ups or multipliers.

7. General Provisions.

7.1 Termination of Agreement.

- 7.1.1 Grounds for Termination. The City or Chamber may, by written notice to the other party, terminate this Agreement at any time in the event of a breach of this Agreement or the Lease Agreement by giving written notice to the other party of such termination, and specifying the effective date thereof. Upon termination, Chamber shall be compensated only for those Services which have been actually and adequately rendered to the City, and Chamber shall be entitled to no further compensation. Either party may terminate this Agreement without cause by providing ninety days' written notice to the other party.
- 7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Chamber shall provide all finished or unfinished Documents and Data (as defined below), plans reports, and other information of any kind prepared by Chamber in connection with the performance of Services under this Agreement. Chamber shall be required to provide such documents and other information within fifteen (15) days of the request.
- 7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.2 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Chamber: **Needles Chamber of Commerce**
 119 F Street
 Needles CA 92363
 Attention: Chamber President

To City: **City of Needles**
 817 Third Street
 Needles, CA 92363
 Attention: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7.3 Ownership of Materials and Confidentiality.

7.3.1 City Ownership. All documents and data ("Documents & Data"), including data on electric, digital, or magnetic media, prepared by Chamber under this Agreement shall be the property of the City, except that Chamber shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Chamber, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Chamber shall first obtain the written approval of the City Manager.

7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Chamber in connection with the performance of this Agreement shall be held confidential by Chamber. Such materials shall not, without the prior written consent of the City, be used by Chamber for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Chamber which is otherwise known to Chamber or is generally known, or has become known, to the industry or is disclosed pursuant to the requirements of a governmental authority or judicial order, shall be deemed confidential. Chamber shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

7.5 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

7.6 Governing Law. This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.

7.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.8 Assignment; Sublease; Transfer. Chamber shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Chamber include all personnel, employees, agents, and subcontractors of Chamber, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, and employees except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

7.13 No Third-Party Beneficiaries. The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.15 Improper Payment. Chamber maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Chamber, to solicit or secure this Agreement. Further, Chamber warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Chamber, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.

7.16 Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Chamber has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Chamber agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Chamber shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

7.17 Equal Opportunity Employment. Chamber represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.18 Labor Certification. By its signature hereunder, Chamber certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

7.19 Authority to Enter Agreement. Chamber has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7.22 Contents of Request for Proposal and Proposal. Chamber is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Chamber and/or City, unless expressly agreed to in writing.

7.23 Limitation of Liability. The total amount of all claims the City may have against the Chamber or that Chamber may have against City under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the compensation received by Chamber. As the City's and Chamber's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Chamber or City, as the case may be, and not against any of the City's or Chamber's employees, officials, officers or directors. Neither the City nor the Chamber shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

CITY: (City of Needles)

BY: _____

TITLE: _____

DATE: _____

Mayor

4-27-2021

ATTEST:

BY: _____

TITLE: _____

DATE: _____

Darrell Jones

city clerk

4-27-2021

CHAMBER:

Needles Area Chamber of Commerce,
a California nonprofit mutual benefit corporation

BY: George D. Leon

TITLE: President

DATE: 4-27-2021



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: April 25, 2023

Title: Resolution 2023-28 Appointment of Patrick J. Martinez as City Manager for 2023-2026

Background: On March 14, Rick Daniels, City Manager provided notice to the City Council that he intends to retire and leave City employment in early October. Your Council indicated that the Council is generally satisfied with the overall direction of the City and in lieu of an outside recruitment, the City Council chose to focus on considering an available City Staff candidate. On March 28, your Council interviewed Patrick Martinez, Assistant City Manager/Development Services Director and directed the City Manager to negotiate a possible 3-year Employment Agreement with Mr. Martinez. On April 11 in Executive Session your Council reviewed the draft Employment Agreement and set formal consideration of the Agreement for its Regular Meeting on April 25. In summary the Employment Agreement includes the following terms and conditions:

- 3-year term
- \$197,000/year compensation.
- Requires full time commitment to the position with no other outside business activities without Council approval.
- At-Will, serving at the pleasure of the Council.
- Termination can occur with or without cause.
 - If "without cause" the City will provide a 9-month severance
 - If "with cause", no severance.
- City benefits available to all other City employees will be provided.
- In consideration for extensive after regular work hours demands, the City will provide 60 hours/year of administrative leave on an annual "use it or lose it" basis.
- Vacation accrual will occur as a 15-year employee.

Recommended Action: Adopt Resolution 2023-28 approving the Employment Agreement appointing Patrick J. Martinez as the City Manager effective October 2, 2023 through October 1, 2026 setting a base salary of \$197,000 in compliance with SB1436 and incorporate into the salary schedule for FY 2023-2024 budget

Submitted By: City Manager, Rick Daniels

City Management Review: Rick

Date: 4/21/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 20

RESOLUTION NO. 2023-28
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NEEDLES AND
PATRICK J. MARTINEZ AS CITY MANAGER EFFECTIVE OCTOBER 2, 2023 – OCTOBER 1, 2026

WHEREAS, at the City Council meeting on March 14, 2023, City Manager Rick Daniels provided notice to the City Council that he intends to retire and leave City employment in early October 2023.

WHEREAS, on March 28, 2023, City Council interviewed Patrick Martinez, Assistant City Manager/Development Services Director and directed the City Manager to negotiate a possible 3-year Employment Agreement with Mr. Martinez.

WHEREAS, on April 11, 2023, in Executive Session, City Council reviewed the draft Employment Agreement and set formal consideration of the Agreement for its Regular Meeting on April 25, 2023.

WHEREAS, the City Council and Mr. Martinez have agreed to the terms and conditions of employment which are outlined in the Employment Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves the Employment Agreement between the City of Needles and Patrick Martinez and authorizes the Mayor to sign same for and on behalf of the City of Needles.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the April 25, 2023.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED:

Janet Jernigan, Mayor

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

PATRICK J. MARTINEZ

pmartinez@cityofneedles.com | 951.809.6448 | www.linkedin.com/in/pjusc

EXPERIENCE



September 2021- Present

City of Needles | Needles | Assistant City Manager

- Acts as the City Manager in his absence and at meetings of Commissions, Boards, Community, and Civic Groups, and the City Council.
- Assists with the preparation of the annual budgets and provides overall responsibility for day-to-day administrative operations.



November 2017 -September 2021

City of Needles | Needles | Director of Development Services

- Implemented economic development goals for the City, and coordinated with the development community, local businesses, and various City departments and staff.
- Plans, organizes and directs through division managers the Development Services Department which includes Planning/Zoning, Building, Engineering, Project Management, and Code Enforcement Operations.



November 2015 - November 2017

SP Global Realty | Los Angeles | Real Estate Broker/Founder

- Secured funding for \$1 Mil-Plus owner-operate hospitality property
- Create and maintain complex financial models to qualify investment opportunities
- Research land use strategies, development trends, and monitor capital market funding streams for investment into commercial real estate
- Source new deals utilizing the network I have developed in China screening potential candidates



June 2015 - August 2016

Perkins Design Corporation | Beijing | Consultant

- Contributed to the design of senior housing projects in China
- Reviewed scopes of work, budgets, timelines, and tasks to meet project requirements
- Corresponded with local municipalities to conduct feasibility studies and worked with developers to program the highest and best use for the site



August 2014 - June 2015

MOJOCO | Los Angeles | Independent Contractor

- Identified various investment projects, Three were eventually purchased
- Assessed, managed, and organized real estate investment opportunities preparing financial models and forecasting future revenues and expenditures to establish cost structures and determined development budgets for real commercial estate acquisitions.



May 2014 - August 2014

China Academy of Urban Planning and Design | Beijing | Planning Intern

- Contributed to the preliminary development of the 13th Five-Year National Housing Plan of China (2016-2020)
- Devised a comprehensive development plan for urban and rural senior housing in China published in China's 13th Five-Year Plan

EDUCATION

Local Governance Summer Institute | July 2023 (Enrolled)

Stanford Precourt Institute for Energy
Stanford University, Stanford

Advanced Institute for Economic Development | August 2020

California Association for Local Economic Development
California State University, Fresno

Real Estate Broker License | April 2017

California Bureau of Real Estate

Masters of Planning | May 2015

Economic Development
University of Southern California

Graduate Certificate | May 2015

Real Estate Development
University of Southern California

Bachelor of Science | May 2013

Policy, Planning and Development
University of Southern California

LEADERSHIP

- ICMA High-Performance Leadership Academy
- California City Management Foundation New & Future City Managers Seminar 2022
- COVID-19 Economic Development Strategic Planning
- Past- Chair USC Alumni Real Estate Network
- Former USC Alumni Club of SGV Vice President

SKILLS

- Accredited California Economic Developer Cert. (ACE)
- Economic Development & Strategic Planning
- Land Use Entitlements and Development
- Bilingual: Spanish, Fluent; Mandarin, Beginner
- Microsoft Office Suite
- Adobe Creative Suite
- Capital Market Forecasting
- Financial Cash Flow Modeling
- Market Risk & Project Feasibility
- Site & Land Use Analysis
- Capital Improvement Project Management

AWARDS/GRANTS

- Prohousing Designation and Incentive Pilot Program Awardee
- The Inland Empire American Planning Association Awardee
- HUD's Distressed Cities Technical Assistance Awardee
- 2022 Marquis Who's Who Professional
- Caltrans Clean California Grant Program Awardee
- Prop. 68 Parks Grant Awardee
- 2019 California Association for Local Economic Development "Gamechanger" Award of Excellence
- HCD Local Early Action Planning Grant Awardee
- HCD SB 2 Planning Grant Technical Assistance Housing Element
- HCD SB2 Planning Grant Program Land Use Element
- Caltrans Sustainable Communities Grant

CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2023, between the City Council of and on behalf of the City of Needles (the "City" or the "City Council") and Patrick J Martinez,(the "City Manager" or the "Employee"). The above-named parties hereby mutually agree and promise as follows:

I. TERM.

The City hereby employs Employee as City Manager for a term of three (3) years commencing on October 2, 2023 (the "Commencement Date"), and continuing through October 1, 2026 (the "Term"), unless the Agreement is renewed in a writing executed by the parties. Either Employee or City may terminate this agreement without liability or further obligation prior to the Commencement Date.

II. SALARY.

City Manager's salary shall be \$197,000 per year, which sum shall be paid pursuant to the procedures regularly established, and as they may be amended by the City in its sole discretion. On each anniversary of this Agreement, the salary may be adjusted in an amount to be determined in the discretion of the City Council.

The position of City Manager is an exempt position under state and federal wage and hour laws. Employee's compensation (whether salary of benefits or other allowances) is not based on hours worked and Employee shall not be entitled to any compensation for overtime. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. The City Manager does not have set hours of work as the City Manager is expected to dedicate himself on a full-time basis to serving as City Manager and to be available at all reasonable and relevant times.

III. DUTIES

Employee shall perform the duties of the City Manager as prescribed by the City Charter and the Needles Municipal Code. In addition to the powers and duties set forth in the Municipal Code, the City Manager shall have such powers and duties which are delegated to him by the

City Council. The City Manager shall execute all powers and duties in accordance with the policies adopted by the City Council and the State of California Government Code.

IV. CITY MANAGER AND COUNCIL RESPONSIBILITIES.

The City Manager shall be the chief executive officer of the City. As such, the City Manager shall have the responsibility for implementing City Council policy, whereas the City Council shall retain the responsibility for formulating and adopting said policy.

V. OTHER DUTIES.

The City Manager (or designee) shall: (1) review all policies proposed to the City Council and make appropriate recommendations to the Council; (2) periodically evaluate employees as provided for by California law and City policy; (3) advise the Council of possible sources of funds that might be available to implement present or contemplated City programs or services; (4) maintain and improve his professional competence by available means, including subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities; (5) establish and maintain an appropriate community relations program; and (6) serve as liaison between the Council and as its designated representative with respect to all employer-employee matters, and make recommendations to the Council concerning those matters. Notwithstanding that a designee of the City Manager may perform said duties, the City Manager shall be the person ultimately responsible to the Council for the proper implementation of the duties and responsibilities described in this Agreement. At the discretion of the City Council, the City Manager shall also serve as the City's Director of Public Utilities and the executive director of the Needles Public Utilities Authority, Needles Public Finance Authority, Needles Housing Authority and the Successor Agency of the Needles Redevelopment Agency.

VI. OUTSIDE PROFESSIONAL ACTIVITIES.

City Manager, with prior approval of the City Council, may undertake outside professional activities for compensation, including consulting, teaching, training, speaking and writing provided they do not interfere with City Manager's normal duties and are done only during non-business hours, personal leave or holiday time of City Manager and are not done with

any existing vendors or contractors of the City. Under no circumstances shall such outside activities create a conflict of interest with the duties of the City Manager and the interests of the City.

VII. EVALUATION.

City Manager shall meet with the City Council in closed session annually, on or around each anniversary date of the Agreement, to review the City Manager's performance and to discuss the City Council's evaluation of said performance. Notwithstanding, the failure to conduct this annual evaluation shall not inhibit any party's ability to terminate this Agreement pursuant to Section VIII below. Additional closed sessions may be scheduled at the direction of the City Council to discuss the Employee's performance as deemed necessary by the City Council.

VIII. TERMINATION.

A. City Manager shall serve at the will and pleasure of the City Council and may be removed from office (terminated) at any time for any reason or no reason upon a majority vote of the City Council. The City Council may also terminate Employee for cause as set forth herein. Nothing in this Agreement shall prevent the City Council from terminating this Agreement and the services of City Manager at its sole discretion. Employee agrees that all property, including without limitation, all equipment, tangible property, proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to Employee's employment are the property of City and shall be returned immediately to City upon termination or resignation of Employee's employment. Employee's obligations under this subsection shall survive the termination of Employee's employment and the expiration or early termination of this Agreement.

B. Termination Without Cause

In the event City Manager is terminated by the City during the term of this Agreement, during which time Employee is willing and able to perform his duties under this Agreement, the City Council may, without notice or hearing, immediately release the employee from his/her employment with the City by providing City Manager with: (1) Nine (9) months' salary, less any and all applicable or legally required deductions; and (2) continuation of all existing health

benefits currently offered the Employee, for the lesser of nine (9) months or until City Manager finds other comparable employment. (The salary and benefits shall be referred to collectively as "Severance Pay"). Employee will not receive said Severance Pay until he executes a full and final release of any and all actual and potential claims (including a Civil Code Section 1542 release/waiver) that Employee has or could have against the City, its officials, employees and agents, in a form prepared by and acceptable to the City. Notwithstanding the above, should there be less than nine (9) months remaining on the unexpired term of this Agreement, the Severance Pay shall instead be equal to the number of months left on the unexpired term of the Agreement. In exchange for the Severance Pay, the City Manager hereby expressly waives any right or claims he may have related in any way to his employment and/or termination under any applicable law, City policy, or otherwise to contest, challenge, litigate, appeal or grieve his termination and/or the terms of this Agreement.

The above severance provisions are intended to comply with the provisions of Government Code section 53260, et seq.

C. Termination for Cause

In the event that it is determined that City Manager has been terminated for cause, the City Manager shall not be entitled to any Severance Pay. Termination shall be for "cause" if City Manager: (i) acts in bad faith and to the detriment of the City; (ii) refuses or fails to act in accordance with any specific direction or order of the City Council; (iii) continues in the poor performance of his duties despite Council efforts to correct any deficiencies; (iv) exhibits misconduct or dishonesty in regard to his employment; or (v) is convicted of a misdemeanor or felony crime. In case of his intended removal, the City Manager shall be furnished with a written notice stating the City Council's intention to remove him and the reasons therefore, at least thirty (30) calendar days before the effective date of removal. Within fifteen (15) calendar days after the furnishing of City Manager of such notice, he may, by writing, addressed to the City Council and delivered to the City Clerk, request a hearing before the City Council, where the sole issue shall be whether there is sufficient "cause" for the termination and the sole remedy whether City Manager is entitled to Severance Pay. Thereupon, the Mayor shall fix a time for such hearing. Such hearing shall be held before the expiration of the aforesaid thirty (30) calendar day period and the City Manager may attend and be heard. After furnishing the City Manager with written notice of his intended removal from office, the City Council may suspend

him from further duty, but his compensation shall continue until his removal by motion of the City Council.

D. Resignation

In the event that the City Manager resigns from his employment with the City, City Manager shall not be entitled to any Severance Pay.

E. Expiration of Agreement

Unless renewed in a writing signed by the Employee and the City, this Agreement shall expire upon expiration of the Term.

F. Statutory Obligations; Abuse of Office or Position.

Pursuant to Government Code section 53243, et seq. which became effective on January 1, 2012, if City Manager is convicted of a crime involving an abuse of his/her office or position, all of the following shall apply: (1) if City Manager is provided with administrative leave pay pending an investigation, City Manager shall be required to fully reimburse such amounts paid; (2) if the City pays for the criminal legal defense of City Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), City Manager shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement or Severance Pay related to the termination that City Manager may receive from the City shall be fully reimbursed to the City. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

IX. FRINGE BENEFITS.

A. **Time Off.** City Manager shall be provided with paid time off, including vacation, sick leave and paid holidays equivalent to that of a fifteen-year management employee. Additionally, city manager shall be provided 60 hours per calendar year administrative leave, pro-rated for portions of a calendar year, on a non-accrual and non-cumulative basis.

B. **Health Benefits:** City manager shall receive same health benefits as other management employees.

C. **CalPERS.** City manager shall receive the same CalPERS benefit as other management employees.

D. **Professional Membership.** The City shall pay the City Manager's dues for his membership in the such organizations as are agreed upon with the City Council.

E. **Automobile Allowance** . City manager shall be provided with a city vehicle for City-related business and/or functions during, before and after normal work hours or a mileage reimbursement for business miles traveled in accord with IRS rules.

F. **Technology.** City will provide a laptop computer with remote access capability to city computer system and cell phone or \$50/month cell phone allowance

G. **Exclusive Consideration.** All compensation, benefits and comparable payments to be provided to the City Manager under this Agreement shall be less withholdings required by law and shall be provided subject to any rules, regulations, agreements, or policies established by the City Council, as amended from time to time at its discretion. The City Manager shall be entitled to no benefits and compensation other than as set forth above.

H. **Conflicts:** Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture located within or conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior written approval of the City Council. Employee shall also be subject to the conflict of interest provisions of the Government Code of the State of California, City's Municipal Code, Charter and any other

conflict of interest regulations applicable to Employee's employment with City. For and during the Term of this Agreement and any extension term, Employee further agrees that except for a personal residence or residential property acquired or held for future use as Employee's personal residence, Employee shall not invest in any other real estate or property improvements within the corporate limits of City without the prior consent of the City Council.

I. Expenses: City shall reimburse Employee for reasonable and necessary travel, subsistence and other business expenses incurred by Employee in the performance of Employee's official duties. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any City adopted reimbursement policies.

J. Indemnification: Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq. including, but not limited to, Sections 825, 995 and 995.2) City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring within the scope of Employee's employment during the Term of this Agreement or any extension term. City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

X. GENERAL PROVISIONS.

A. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of the City Manager by the City and contains all of the covenants and agreements between the parties with respect to the employment of City Manager by the City. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by City and may only be modified.

B. Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

C. Any modifications of this Agreement will be effective only if made in writing and signed by both the City Manager and the City.

D. If any provision, section or sentence of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

E. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral Agreement, course of conduct, waiver or estoppel.

F. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

G. This Agreement is entered into and to be performed in the City of Needles, California within the County of San Bernardino and shall be interpreted and enforced pursuant to California law. The parties agree that in the event of any litigation, venue shall be in San Bernardino County California.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the ____ day of April 2023.

“CITY”

“EMPLOYEE”

CITY OF NEEDLES

Patrick J. Martinez

By: _____

By:  _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney