

AGENDA

REGULAR MEETING OF THE CITY COUNCIL
CITY OF NEEDLES, CALIFORNIA
TUESDAY, JUNE 28, 2022
COUNCIL EXECUTIVE SESSION – 5:00 P.M.
CITY COUNCIL MEETING – 6:00 P.M.
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

AUTHORIZED BY AB 361

THE MAYOR AND COUNCIL MEMBERS MAY BE ATTENDING THIS MEETING VIA

*** MICROSOFT TEAMS ***

THE PUBLIC MAY ALSO ATTEND VIA <u>TEAMS</u> 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: 234 923 699#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 234 923 699#

The meetings are being recorded. - MASKS ARE ENCOURAGED

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 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 William Cavanaugh as the potential buyer of a portion of the property described as a 4.59 acre vacant parcel, generally located South of W. Broadway Street and West of the S Street Flood Control Channel, APN 0185-071-11. Under negotiations are the price and terms
- c) Public Employee Performance Evaluation pursuant to Government Code Section 54957. Title: City Manager

EXECUTIVE SESSION – Report by City Attorney

062822ccag 1

CALL TO ORDER
ROLL CALL
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 NPUA / 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) Presentation by Officer Burrows, California Highway Patrol, regarding the Needles- Barstow Traffic Alliance Safety Corridors and authorize the mayor to sign a letter in support (ACT)
- 2) Chamber of Commerce El Garces Visitor Center update (INF)
- 3) Presentation by Lindsey Payson and Donna McCorkle regarding the Needles Military Moms
 Banner Program (INF)

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 4 through 10 on the Consent Calendar by affirmative roll call vote. (ACT)

- 4) Approve the Warrants Register through June 28, 2022
- Waive the reading and adopt Resolution No. 2022-50 calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the Charter and for the submission to the voters a question relating to amending the transient occupancy tax to apply to short term residential rental units AND Waive the reading and adopt Resolution No. 2022-51 requesting the Board of Supervisors of the County of San Bernardino to consolidate a General Municipal Election to be held on Tuesday,
 - County of San Bernardino to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide General Election to be held on that date pursuant to §10403 of the Elections Code
- 6) Accept the bid from Robinson Electric Co. in an amount not to exceed \$657,500 for nine (9) light structures including all materials and installation at Duke Watkins Park using available grant funding from California Department of Parks and Recreation contract C9803078 and authorize staff to issue a Notice of Award and Notice to Proceed

062822ccag 2

- 7) Accept the bid from Pacific Play Systems for the purchase and installation of a Merry-Go-Round, Tri-Spring Fling, Double Spring Rider and four (4) benches at Duke Watkins Park using grant funding from the California Department of Parks and Recreation contract C9803078 in an amount not to exceed \$97,775; and the purchase and installation of one (1) main playground structure and ground covering for Jack Smith Park in an amount not to exceed \$67,445 using Per Capita Funds from SB-68 grant contract C9801552 and authorize staff to issue a Notice of Award and Notice to Proceed
- 8) Acoustics Group Inc. has been authorized to proceed with their proposal to conduct an Acoustical Consulting Service analysis of the Needles Recreation Gymnasium and recommend sound reduction methodologies at a cost of \$4,500 to \$5,500, funding available in the Recreation Department Budget (INF)
- 9) Waive the reading and adopt Resolution No. 2022-49 accepting the purchase offer from Gayle Brodbeck in the amount of \$2,167 minus half of the closing cost for surplus city-owned property directly west of the Elks Lodge building on Lillyhill Drive, APN 0185-331-22-0000
- 10) Approve the request for Teamsters Local 1932 to represent the Management Unit **End of Consent**

REGULAR ITEM

- 11) Provide staff direction to look into the City of Needles' ability to adopt a different time zone (ACT)
- 12) Resolution No. 2022-52 establishing a policy naming / renaming of city-owned land, buildings, and facilities (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Campbell Councilmember Evans Councilmember Merritt Vice Mayor Paget Councilmember Belt Councilmember Longacre Mayor Williams

ADJOURNMENT

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

http://www.cityofneedles.com

Posted June 24, 2022

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 24th day of June 2022

Dale Jones, CMC, City Clerk

062822ccag 3



PRESS RELEASE



An Internationally Accredited Agenc

L. Berns, Commander California Highway Patrol, Needles Area 1916 J Street, Needles, CA 92363

FOR IMMEDIATE RELEASE October 1, 2021

Contact: Officer Clinton Burrows Public Information Officer (760) 326-2000

21-XX

NEEDLES-BARSTOW TRAFFIC ALLIANCE SAFETY CORRIDORS

The California Highway Patrol implements a regional effort to save lives



NEEDLES, Calif. – Saving lives is the core mission of the California Highway Patrol (CHP). In order to accomplish this mission, the CHP Needles and Barstow Area offices will jointly use a federal grant to conduct a safety campaign to reduce traffic crashes and crash victims attributed to unsafe speed, improper turning, and wrong side of road violations in San Bernardino County. The project starts on October 1, 2021, and ends on September 30, 2022.

The CHP Needles Area will deploy officers on enhanced enforcement on Interstate 40; United States 95; and State Route 62; and unincorporated roads in San Bernardino County where the CHP Needles Area has jurisdiction. In addition to enhanced enforcement, this traffic safety effort will include a community-based task force, and public awareness and education campaign to reinforce key traffic safety messages.

"Our public education campaign is to reduce the number of victims killed and injured in motor vehicle crashes attributed to unsafe speed, improper turning, and wrong side of road violations," said CHP Lieutenant Lance Berns, Commander of the Needles Area office. "This grant will allow us to provide additional enforcement and raise awareness about traffic safety with the ultimate goal of saving lives."

According to the CHP's Statewide Integrated Traffic Records System, there were 135 people injured and killed in traffic crashes attributed to unsafe speed, improper turning, and wrong side of road violations on state highways and unincorporated roads patrolled by the CHP Needles jurisdiction in San Bernardino County between October 1, 2018, and September 30, 2019.

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

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6-28-22 #1

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

300 East Mountain View Street Barstow, CA 92311-2887 (760) 225-5900 (800) 735-2929 (TT/TDD) (800) 735-2922 (Voice)



May 17, 2022

File No.: 835.13942.A06855.061.3rdtfmtg

City of Needles 817 Third Street Needles, CA 92363

Dear Councilor

Thank you for attending our meetings for the Barstow and Needles Traffic Alliance Safety Corridors Campaign. For a number of years, San Bernardino County has experienced an increase in the number of fatalities and serious injuries resulting from motor vehicle crashes attributed to three primary crash factors (3-PCFs) for speeding, improper turning, and wrong side of road violations.

To combat this problem, the California Highway Patrol's (CHP) Barstow and CHP Needles offices were awarded a 12-month grant last fall from the California Office of Traffic Safety. The grant is funding a regional public education campaign and enhanced enforcement operations, with an emphasis on reducing traffic crashes attributed to the 3-PCFs on CHP jurisdictional state routes and unincorporated roads. Program operations started on October 1, 2021, and ends on September 30, 2022.

In addition to enforcement operations, the CHP established a Task Force to identify and develop strategies and countermeasures resulting from the 3-PCFs for unsafe speed, improper turning, and wrong side of road violations. I appreciate your input and invite you to attend our next meeting on Wednesday, June 29, 2022, starting at 10:00 A.M., located at

CHP Barstow Area
300 East Mountain View Street
Barstow, CA 92311

If you are unable to attend, we invite you to send a representative. For your convenience, an agenda is enclosed. If we can answer questions or be of service, please do not hesitate to contact me or Public Information Officer Bradley Walters at (760) 255-5900.

Sincerely,

C. J. WAGNER, Captain

Commander Barstow Area

Enclosure





City of Needles

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

June 6, 2022

California Highway Patrol Needles Area 1916 J Street Needles, CA 92363-2635

Dear Lieutenant Berns:

I am writing in support of a grant awarded to the California Highway Patrol's (CHP) Needles Area command by the California Office of Traffic Safety. The grant provides funding for enhanced law enforcement patrols, a regional task force, and a public awareness campaign throughout San Bernardino County. The 12-month project will provide motorists with a safer roadway with an emphasis on reducing the number of fatalities and serious injuries resulting from fatal and injury (reportable) traffic crashes attributed to three primary crash factors (PCFs) for unsafe speed, improper turning, and wrong side of road violations in San Bernardino County.

During recent years, the CHP Needles Area has experienced an increase in the number of reportable crashes attributed to unsafe speed, improper turning, and wrong side of road PCFs resulting in fatalities and serious injuries. Grant funding provides for an aggressive public awareness campaign aimed at deterring such behaviors and to remind the public to refrain from unsafe speed, improper turning, and wrong side of road violations. The CHP Needles Area will also deploy additional officers on jurisdictional state highways and unincorporated roads in San Bernardino County.

I am also writing to lend my support to the newly established, Needles and Barstow Traffic Alliance Safety Corridors Task Force. The task force will focus on providing increased awareness of traffic safety problems and help educate the local communities throughout San Bernardino County.

Thank you in advance for your consideration. If you need further information, please feel free to contact me at (760)-326-2113.

Sincerely,

Jeff Williams, Mayor

Dale Jones

From:

Lindsey Payson

Sent:

Tuesday, June 21, 2022 2:22 PM

To:

Dale Jones

Subject:

RE: Military Moms Presentation June 28

Attachments:

Needles Military Moms Banner.jpg

Follow Up Flag:

Follow up

Flag Status:

Flagged

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

The Needles Military Moms is an organization comprised of family and friends of active-duty service members in the armed forces. Our primary purpose is to support families and honor those who are serving. Additionally, Needles Military Moms provides community banners along the streets of the city to honor activeduty service members from Needles, California.

This is our mission statement. Maybe add this photo so Dan can put it up on the screen while we are talking. ?? I've never presented anything at a council meeting. I'm so nervous!

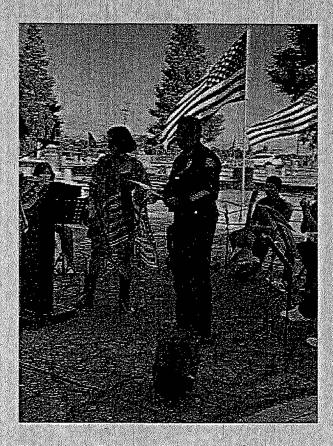
Warmest Regards,

Lindsey Payson

Colorado River Plumbing, Inc. Economy Hardware, LLC 419 W. Broadway St. Needles, CA 92363 760-326-2626 Office 760-326-2635 Fax

Lindsay set to honor those who served with banner program

Manuel Hernandez For Inspire



Two months into his new position as Lindsay's director of public safety, Rick Carrillo said the Military Banner Program is one of the most significant projects he's worked on so far.

"It's been a long-awaited program for the people at Lindsay," Carrillo said.

On May 16, the city partnered with the Lindsay Chamber of Commerce. It opened its application for the banner program where people can purchase military flags, honoring local veterans and those currently serving.

In November, the flags will be raised in front of city hall to celebrate Veterans Day.

"The downtown area will be beautiful once these banners are up and flying," Carrillo said.

He also plans to place the banners along with the town's entries near Hermosa Street.





RYLY PAYSON





City of Needles, California Request for City Council Action

CITY COUNCIL 1	NPUA	☐ SARDA	4	⊠ Regular ☐ Special
Meeting Date:	June 28	8, 2022		
Title:	Warran	nts		
Background:	n/a			
Fiscal Impact:	n/a			
Recommended Action:	APPRO	DVE, the Wa	arrants Registe	er through June 28, 2022.
Submitted By:	Sylvia I	Miledi, Dired	ctor of Finance	
City Management Review	w: Patr	ig they	for Rb	Date: 6/22/2072
Approved: Not A	pproved	:	Tabled:	Other:
			Αg	genda Item:

CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR JUNE 28, 2022

	WARRANT SUMMART			FUND AMT.		28-Jun	21-22 BUDGET
	T==::== :: =: :::=	_	DEPT. AMT.	FUND AWIT.	971-	20-Juli	21-22 BODGL1
FUND 101	GENERAL FUND	\$	1,550.00		•	50 400 7F	T 600,000
101.1015.412	CITY ATTORNEY	\$			\$	58,126.75	\$80,000
101.1020.413	CITY MANAGER	\$	283.47		\$	189,705.64	\$205,293
101.1025.415	FINANCE DEPT.	\$	-		\$	456,069.95	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	100.00		\$	151,492.65	\$201,933
101.1035.416	PLANNING /ZONING	\$			\$	160,029.52	\$304,327
101.1040.417	ENGINEERING	\$	-		\$	177,682.95	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$	450.00		\$	44,794.61	\$69,770
101.1070.410	SENIOR CENTER	\$	137.30		\$	43,466.42	\$55,404
101.2010.421	SHERIFF				\$	3,160,254.59	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$	358.25		\$	167,258.50	\$236,591
101.2025.424	BULDING & SAFETY	\$	-		\$	394,305.41	\$454,386
101.2030.423	CODE ENFORCEMENT	\$	140.00		\$	519,719.82	\$629,675
101.3010.431	PUBLIC WORKS	\$	67,199.52		\$	1,555,829.80	\$4,318,920
101.4730.472	SANITATION	\$	-		\$	131,662.01	\$156,217
101.5770.452.	AQUATICS	\$	1,187.56		\$	123,237.15	
	PARKS	\$	4,688.92		\$	457,054.96	
101.5772.452	JACK SMITH PARK MARINA	\$	-,000.52		\$	108,463.00	
101.5773.452		\$	220.94		\$	273,598.72	\$353,231
101.5774.452	RECREATION	-	220.94	\$ 76,315.96	Ψ	210,000.12	\$11,936,024
GENERAL FUND		100		\$ 60.32	\$	35,137.16	
FUND 205	CDBG	100			-	164,472.50	
FUND 206	CEMETERY	100		\$ -	\$		
FUND 208	CALTRANS GRANTS	100		\$ -	\$	1,291,477.24	
FUND 209	NARCOTICS FORFEITURE	AST.		\$ -	\$		\$0
FUND 210	SPECIAL GAS TAX			\$ -	\$	124,443.00	
FUND 213	DEPT OF HOUSE. & COMM DEVL			\$ -	\$		
FUND 214	SANBAG NEW LOCAL MEAS I			\$ -	\$		
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$ -	\$	200,201.05	
FUND 235	INTERSTATE COMM/I40 J ST.	it cays		\$ -	\$	-	\$0
FUND 238	STATE RECREATION GRANTS			\$ 215.50	\$	44,548.01	\$3,965,400
FUND 239	CA.CONSERV RECYLING GRANT			\$ 963.73	\$	66,713.33	\$80,500
FUND 240	EL GARCES INTERMODAL			\$ -	\$	-	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)			\$ -	\$	-	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM	1		\$ -	\$	-	\$0
FUND 270	REDEVELOPMENT AGENCY			\$ -	\$	171,415.50	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.			\$ -	\$		
FUND 501	NPUA			\$ 421.48	\$		
	WATER DEPARTMENT	-		\$ 16,632.21	+-		
FUND 502		1		\$ 1,739.01	\$		
FUND 503	WASTEWATER DEPARTMENT			\$ 1,739.01	\$		
FUND 505	SANITATION	1 3		\$ 75.41	\$		
FUND 506	ALL AMERICAN CANAL PROJ.	-		φ 75.41	Ψ	002,707.12	Ψ1,014,010
FUND 507	GOLF FUND	\$	40.000.00		-	E70 E40 04	\$724,775
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	16,262.63		\$		
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	855.39	47.440.00	\$	315,235.15	\$368,468
FUND 507	GOLF FUND TOTAL	-		\$ 17,118.02		000 044 44	#20F 026
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$		\$ 550.94	<u> </u>		
FUND 509	MIS			\$ 6,394.06			
FUND 510	ADMIN. FACILITY	100		\$ 870.13	_		
FUND 511	FLEET MANAGEMENT	inv.		\$ 1,365.00	_		
FUND 512	VEHICLE REPLACEMENT	Media		\$ -	\$		
FUND 520	SR DIAL A RIDE	1		\$ -	\$		
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$ -	\$		
FUND 525	NEEDLES AREA TRANSIT (NAT)	1		\$ -	\$	396,097.21	
FUND 580	ELECTRIC	glo		\$ 59,430.17	\$	9,775,756.36	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC			\$ -	\$		
FUND 582	NPUA CAPITAL WATER	1		\$ 14,360.00	\$		
FUND 583	NPUA CAPITAL WASTEWATER	1		\$ 5,500.00	-		
FUND 650	IMPACT FEES NORTH NEEDLES	1		\$ -	\$		
FUND 650	IMPACT FEES NORTH NEEDLES			\$ -	\$		
	ALL FUNDS & DEPARTMENTS				-	31,597,175.44	
TOTAL	ALL FUNDS & DEPARTIMENTS				ΙΨ	31,001,110,44	1 400,201,004

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

6/17/2022

PAGE PERIOD 12/20		
DISBURSEMENT	DISCOUNTS/RETAINAGE TAKEN	000000000000000000000000000000000000000
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71	2022
PAGE	12/2
PA	PERIOD
	DISBURSEMENT

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PREPARED 6/17/2022, 7:11:38
PROGRAM: GM348U
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

	DISCOUNTS/RETAINAGE TAKEN	00.	
		98.84 6,394.06	202,011.94
		06/28/2022 06/28/2022	TAL
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; i i i i i i i i i i i i i i i i i i i	VENDOR NAME	VILLEGAS, YOLANDA 3D-NETWORKS L.L.C.	53
	SEQ#	80	KS
	VENDOR	3828	NUMBER OF CHECKS
1	CHECK NUMBER	15707	NUMBE

PAGE 1 ING PERIOD 2022/12 REPORT NUMBER 121 24,344.70 96.966 44.80 020.00 223.66 450.00 54,874.14 25,948.00 218.00 308.85 215.50 ACCOUNTING PERIOD REMITTANCE AMOUNT (NET OF DISC/RETAIN) 4,484.70 14,360.00 5,500.00 24,344.70 350.00 100.00 450.00 6,020.00 6,020.00 223.66 223.66 96.966 140.88 167.97 308.85 54,874.14 54,874.14 44.80 44.80 95.00 85.00 38.00 218.00 14.05 326.13 326.54 9.15 45.16 11.40 864.76 ,321.49 25,948.00 25,948.00 215.50 215.50 660.62 511-3021-432.43-26 511-3021-432.43-36 511-3021-432.43-26 580-4750-473.43-57 511-3021-432.43-25 511-3021-432.43-25 580-4750-473.43-03 101-3010-431.71-22 582-4710-471.71-10 583-4720-475.71-17 101-5770-452.43-04 101-3010-431.71-22 507-5762-454.60-16 101-3010-431.43-02 511-3020-432.43-29 510-4410-405.43-01 510-4410-405.43-01 511-3020-432.43-29 101-3010-431.60-28 101-5772-452.60-28 101-1060-410.54-05 101-1060-410.54-05 101-3010-431.71-22 238-5772-452.70-09 580-4750-473.63-10 ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER ACCOUNT 06/28/2022 022080 022080 022080 022080 . Ю 008658 008660 008661 008764 008765 008765 PI0287 PI0288 PI0289 008772 008773 008657 008703 008769 008767 008768 PI0285 PI0286 008662 008663 008771 CHECKING VOUCHER 008656 008712 잂 RESTORATI p, GENE GENE GENE М & NAPA AUTO GENERAL COMPANY, BROTHERS CHRISTENSEN BROTHERS BROTHERS BARON PEST SOLUTIONS CULLIGAN WATER COND 성 PREPARED06/17/2022, 7:19:26 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY FENCE LIC COIT CLEANING CALIENTE CHRISTENSEN TIRES CHRISTENSEN VENDOR BARN GAR, AMERICAN 0 CALED BOOT CLUB AGUA BIG 455 3960 3900 4037 178 3595 3960 2629 3960 3305 4033 3511 VENDOR 15664 15665 15666 15667 15660 15661 15662 15663 15659 15656 15657 15658

CHECK 2 008667

DANA KEPNER COMPANY INC.

2934

15668

PAGE 2 NG PERIOD 2022/12 REPORT NUMBER 121	CHECK	11,199.96	143.53	137.30	139.00	3,908.98	337.80	112.30	5.36	95.03	147.85	852.24	1,400.00	
ACCOUNTI	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	2,272.45 1,659.68 2,878.22 297.39 3,431.60 11,199.96 *	143.53 143.53 *	40.86 96.44 137.30 *	54.00 46.00 17.00 11.00 139.00 *	1,302.99 1,302.99 1,303.00 3,908.98 *	337.80 337.80 *	112.30	5.36 5.36	95.03 95.03 *	147.85 147.85 *	852.24 *	1,400.00 *	19.40 11.32 61.39
BY BAN) ;) ;)	502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55	101-5772-452.61-06	101-1070-410.43-04 101-1070-410.43-04	510-4410-405.61-01 101-5770-452.61-01 101-5774-452.61-01 503-4720-475.60-55 511-3020-432.43-30	580-4750-473.31-14 502-4710-471.31-14 503-4720-475.31-14	580-4750-473.55-00	501-0000-211.00-00	501-0000-211.00-00	510-4410-405.52-10	501-0000-211.00-00	101-5772-452.60-40	101-0000-204.08-00	101-5770-452.43-02 101-2020-423.43-29 503-4720-475.43-14
AYABLE CHECK RE	P.O. DATE NO	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	06/28/2022	06/28/2022 06/28/2022	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	06/28/2022 06/28/2022 06/28/2022	06/28/2022	06/28/2022	06/28/2022	06/28/2022	06/28/2022	06/28/2022	06/28/2022	06/28/2022 06/28/2022 06/28/2022
ACCOUNTS	VOUCHER	008774 008775 008776 008777 008777	008675	008665 008666	008664 008668 008669 008670 008671	008672 008673 008674	008676	UT	UT	008779	UT	008677	008704	008682 008683 008684
7:19:26 BANK - CITY GENERAL	1	DANA KEPNER COMPANY INC.	ECO FOODSERVICE INCORP.	DESERT INDUSTRIAL SUPPLY	DIAMOND FURE WATER	DOI-BOR-REGION: LOWER COL	EAN SERVICES, LLC	FARLAND, ANDREW	PLEURY, CYNTHIA	FRONTIER	GREABLE, C W	GREEN PRO SOLUTIONS	GREENS GROUP INC	HARDWARE EXPRESS INCORP.
06/17/2022, GM346L NEEDLES WELLS FARGO		2934 D	440 D	424 D	3580	501	3890 E	H	v-1	1296 E	Н	3912 G	ч	2612 F
PREPARED06/17/202. PROGRAM: GM3461 CITY OF NEEDLES BANK 04 WELLS FA	A CA	15668	15669	15670	15671	15672	15673	15674	15675	15676	15677	15678	15679	15680

ARED RAM: OF	06/17/20 GM346L NEEDLES WELLS F	7:19:26 O BANK - CITY GENERAL	NTS G	AYABLE CHECK RI	BY BANK	ACCOUNTING PERI REPORT	GE 2022 ER
CHECK	VENDOR NO	VENDOR NAME	VOUCHER P	NO	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK
15680	2612	HARDWARE EXPRESS INCORP.	008685 008686 008687 008688 008688 008699	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	206-5771-452.61-12 206-5771-452.61-12 206-5771-452.61-12 511-3020-432.43-57 511-3021-432.43-26 511-3021-432.43-38 511-3021-432.43-38	22.66 26.93 10.73 28.66 3.37 16.36 211.30 *	211.30
15681	Н	HOLTE, NEDDA	UT	06/28/2022	501-0000-211.00-00	40.19 40.19	40.19
15682	2489	HOME DEPOT CREDIT SERVICE	008678 008679 008680 008681	06/28/2022 06/28/2022 06/28/2022 06/28/2022	101-5770-452.43-04 101-3010-431.43-08 101-2020-423.43-42 101-5774-452.43-18	461.54 171.11 206.93 110.38 949.96 *	946.96
15683	3864	HORIZON TECHNOLOGIES INC.	008693 008694 008695 008697 008697 008698	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10 503-4720-475.52-10 502-4710-471.52-10 580-4750-473.52-10	70.00 70.00 70.00 140.00 280.00 175.00 175.00 980.00 *	980.00
15684	797	HORIZON***DO NOT USE***	008705 008706 008707 008708 008709 008710 008711	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10 503-4720-475.52-10 502-4710-471.52-10 580-4750-473.52-10	70.00 70.00 70.00 140.00 280.00 175.00 175.00 980.00 *	980.00
15685	3949	JANET JERNIGAN	008701 008702	06/28/2022 06/28/2022	101-0000-362.01-00 101-0000-362.01-00	40.00 110.00 150.00 *	150.00
15686	4000	JARROD DELEON	008713 008714 008715 008716	06/28/2022 06/28/2022 06/28/2022 06/28/2022	507-5762-454.61-01 507-5762-454.61-01 507-5762-454.61-01 507-5761-453.43-17	468.00 116.32 47.41 219.90 851.63 *	851.63
15687	83	LAWSON PRODUCTS INC.	008717	06/28/2022	503-4720-475.60-55	21.79 *	21.79
15688	Н	LEWIS, KATHRYN	UT	06/28/2022	501-0000-211.00-00	16.94	

PREPARED PROGRAM: CITY OF BANK 04	06/17/2 GM346L NEEDLES WELLS	, 7:19:26 GO BANK - CITY GENERAL	CCOUNTS	AYABLE CHECI	REGISTER BY	BANK NUMBER	COUNTI	22
CHECK	VENDOR	VENDOR NAME	VOUCHER F NO	P.O. DATE NO	1	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK
15688	Н	LEWIS, KATHRYN					* 76.94	16.94
15689	1786	NPUA	008718 008742 008743 008744	06/28/2 06/28/2 06/28/2 06/28/2	0222 0222 0222 0222 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	07-5761-453.41-20 01-5772-452.41-20 01-5772-452.41-10 02-4710-471.41-10	12,333.48 2,824.29 298.11 33.20 15,489.08 *	15,489.08
15690	3315	ONLINE INFORMATION SERVIC	008719	06/28/2	022 5	08-4810-478.31-46	86.70 86.70 *	86.70
15691	. 15	QUILL CORP.	008720 008721 008722 008723	06/28/2 06/28/2 06/28/2 06/28/2	022 022 022 022 5 5 5 1	01-1025-415.61-01 01-1025-415.61-01 06-4713-477.61-01 10-4410-405.61-06	271.63 11.84 75.41 239.16 598.04 *	598.04
15692	2861	REINKE A/C CORP.	008724	06/28/2	/2022 5	80-4750-473,54-62	8,035.22 8,035.22 *	8,035.22
15693	2068	RICOH USA, INC.	008726	06/28/202	23	10-4410-405.70-02	301.94 301.94 *	301.94
15694	4002	RIO AGGREGATE SERVICE INC	008725	06/28/2	022 5	80-4750-473.43-08	869.31 869.31 *	869.31
15695	2468	RON'S TIRE & AUTO	008727	06/28/2	2022 5	111-3021-432.43-38	300.30	300.30
15696	3796	ROUTE 66 BROADBAND LLC	008728 008729	06/28/2 06/28/2	022 1 022 1	.01-5774-452.52-10 .01-1030-414.52-10	85.00 100.00 185.00 *	185.00
15697	7 4001	SIMPLOT TURF & HORTICULTU	008730 008731 008732	06/28/2 06/28/2 06/28/2	022 022 022 5	07-5761-453.61-08 07-5761-453.61-08 07-5761-453.63-00	991.30 2,538.10 179.85 3,709.25 *	3,709.25
15698	3 779	THATCHER COMPANY	008741	06/28/202	2	02-4710-471.60-32	3,171.93 3,171.93 *	3,171.93
15699	3693	TRI STATE COMMUNITY HEALT	008737	06/28/202	2022 5	508-4810-478.31-20	150.00 150.00 *	150.00
15700	3266	TRI STATE TOOL REPAIR	008739	06/28/202	2	101-3010-431,43-57	32.73 32.73 *	32.73
15701	2819	TRI-STATE HOSE & FITTINGS	008008	06/28/2 06/28/2	2022 5 2022 5	511-3021-432.43-38 502-4710-471.43-57	452.69- 821.09 368.40 *	368.40

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 5 NG PERIOD 2022/12 REPORT NUMBER 121	CHECK TOTAL	22,117.44	1,728.10	79.30	553.07	95.97	98.84	6,394.06	202,011.94	202,011.94
ACCOUNTI	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	6,407.50 222.49 15,487.45 22,117.44 *	963.73 358.13 129.00 277.24 1,728.10 *	26.43 26.443 26.444 79.30 *	44.65 96.68 17.70 17.70 40.63 112.24 40.63 53.07 *	95.97 95.97 *	98.84 98.84	1,183.10 125.00 1,400.00 375.00 3,310.96 6,394.06 *	202,011.94	202,011.94
FER BY BANK NUMBER	ACCOUNT	580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10	239-4730-472.60-00 101-5772-452.61-06 101-3010-431.43-02 580-4750-473.61-01	503-4720-475.49-14 502-4710-471.43-04 580-4750-473.49-14	101-5772-452.61-04 511-3020-432.61-04 503-4720-475.61-04 503-4710-471.61-04 502-4710-471.61-04 101-5774-452.61-06 580-4750-473.61-06 502-4710-471.61-04	502-4710-471.60-55	501-0000-211.00-00	509-4910-479.52-13 509-4910-479.31-53 509-4910-479.31-90 509-4910-479.31-53 509-4910-479.31-53	BANK/CHECK TOTAL	BANKS/CHECKS TOTAL
ABLE CH	P.O. DATE NO	06/28/2022 06/28/2022 06/28/2022	06/28/2022 06/28/2022 06/28/2022 06/28/2022	06/28/2022 06/28/2022 06/28/2022	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	06/28/2022	06/28/2022	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022		ALL BA
ACCOUNTS	VOUCHER	3Y 008752 008753 008754	008692 008745 008746 008747	RT 008748 008749 008750	008755 008756 008757 008758 008759 008760 008762	008751	UT	008733 008734 008735 008736 008738		
022, 7:19:26 ; FARGO BANK - CITY GENERAL	VENDOR	U.S. DEPARTMENT OF ENERGY	ULINE	UNDERGROUND SERVICE ALERT	UNIFIRST CORPORATION	USABLUEBOOK	VILLEGAS, YOLANDA	3D-NETWORKS LLC		
)6/17/2 GM346I TEEDLES WELLS	VENDOR NO	2798	3272	315	3830	761	Н	3828		
ARED(RAM: OF 1	CHECK	15702	15703	15704	15705	15706	15707	15708		

PAGE 1 ACCOUNTING PERIOD 2022/12 REPORT NUMBER 120	REMITTANCE AMOUNT CHECK (NET OF DISC/RETAIN) TOTAL	50.00- 50.00- * VOIDED	67.65- 67.65- * VOIDED	50.00 * 50.00	67.65 * 67.65	117 65
R BY BANK NUMBER	REM. (NET (101.2030.423.52.10	101-2030-423.55-00	101-2030-423.52-10	101-2030-423.55-00	
AYABLE CHECK REGISTER BY BANK NUMBER	P.O. DATE NO	02/26/2021	11/09/2021	06/17/2022	06/17/2022	•
FS H	, ,	004359	003252	004359	003252	
PREPARED06/17/2022, 7:07:53 PROGRAM: GM346L CITY OF NEEDLES PARC - CTTY GENIERAL. CHECKING	VENDOR	3709 ADRIAN CHAVEZ	BERNARD J. HATZ	ADRIAN CHAVEZ	BERNARD J. HATZ	
/17/202 M346L EDLES	INDOR NO	3709	3808	3709	3808	
PREPARED06/17/2022, PROGRAM: GM346L CITY OF NEEDLES	CHECK VENDOR NO NO	12403*	14155*	15654	15655	

117.65

ALL BANKS/CHECKS TOTAL

CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR JUNE 17, 2022

	WARRANT SUMMARY T			17, 202	AUD ANAT	-	47 Jun	21-22 BUDGET
		DE	PT. AMT.	FU	ND AMT.		17-Jun	21-22 DODOL1
FUND 101	GENERAL FUND	\$	11,337.64		_			000,000
	CITY ATTORNEY	\$	-		-	\$	58,126.75	\$80,000
101.1015.412	CITY MANAGER	\$	1,209.83	1	<u>}-</u>	\$	184,925.55	\$205,293
101.1020.413	FINANCE DEPT.	\$	5,603.61		-	\$	443,598.11	\$425,654
101.1025.415	CITY CLERK/COUNCIL/MAYOR	\$	2,111.21	ľ		\$	146,135.25	\$201,933
101.1030.414	CITY CLERIOCOUNCIDIMATOR	\$	437.68	l		\$	160,029.52	\$304,327
101.1035.416	PLANNING /ZONING	\$	1,313.02	1		\$	177,682.95	\$269,415
101.1040.417	ENGINEERING	\$	- 1,01.01.0	1		\$	44,344.61	\$69,770
101.1060.410	COMMUNITY PROMOTIONS	\$		1		\$	40,099.38	\$55,404
101.1070.410	SENIOR CENTER				- 1		3,160,254.59	\$3,216,842
101,2010,421	SHERIFF	\$			-	_	164,786.19	\$236,591
101.2020.423	ANIMAL SHELTER/CONTROL	\$	62.50			\$		\$454,386
101.2025.424	BULDING & SAFETY	\$	937.61			\$	394,305.41	\$629,675
	CODE ENFORCEMENT	\$	5,336.08		L	\$	511,257.01	
101.2030.423	PUBLIC WORKS	\$	3,075.75]	4	\$	1,473,748.14	\$4,318,920
101.3010.431	POBLIC WORKS	\$	197.40	1	[\$	124,207.21	\$156,217
101.4730.472	SANITATION	\$	-	1		\$	120,418.86	\$180,845
101.5770.452.	AQUATICS	\$	6,867.98	1		\$	434,594.18	\$637,633
101.5772.452	PARKS	\$	667.25	1		\$	108,463.00	\$139,888
101.5773.452	JACK SMITH PARK MARINA		1,573.42	1	ı	\$	267,534.97	\$353,231
101.5774.452	RECREATION	\$	1,073.42	0	40,730.98	<u> </u>		\$11,936,024
GENERAL FUN	D TOTAL ALL GF DEPARTMENTS	4		\$	40,730.30	\$	34,479.16	
FUND 205	CDBG	1		\$	0.470.54		164,472.50	
FUND 206	CEMETERY	1		\$	2,173.51	\$		
FUND 208	CALTRANS GRANTS	1		\$		\$	1,291,477.24	\$1,434,077
	NARCOTICS FORFEITURE	1		\$	-	\$		
FUND 209	SPECIAL GAS TAX	1		\$		\$	124,443.00	
FUND 210	DEPT OF HOUSE. & COMM DEVL	1		\$	-	\$	42,563.74	
FUND 213	DEPT OF HOUSE, & COMMUNICAL	1		\$	-	\$	1,539.86	
FUND 214	SANBAG NEW LOCAL MEAS I	1		\$		\$	200,201.05	\$283,431
FUND 225	COPS-AB 3229 SUPPLEMENTAL	1		\$		\$	_	\$0
FUND 235	INTERSTATE COMM/I40 J ST.	-		\$	_	\$	3,692.61	\$3,965,400
FUND 238	STATE RECREATION GRANTS	4			-	\$	65,749.60	
FUND 239	CA.CONSERV RECYLING GRANT	4		\$		\$	05,145.00	\$0
FUND 240	EL GARCES INTERMODAL	_		\$	-	_		\$12,885
FUND 241	SAFE RTS TO SCHOOL (SR2S)			\$		\$		\$12,000
FUND 243	ACTIVE TRANSPORT PROGRAM			\$		\$	105.010.00	
FUND 270	REDEVELOPMENT AGENCY			\$	671.56	\$	165,340.30	
	RDA CAP PROJ.LOW & MOD.			\$		\$	1,725.42	
FUND 470	NPUA	7		\$	•	\$		
FUND 501		1		\$	6,214.52	\$	1,690,657.67	
FUND 502	WATER DEPARTMENT	4		\$	3,651.91	\$	1,126,143.11	\$1,297,932
FUND 503	WASTEWATER DEPARTMENT	4		\$	-	\$	1,189,859.54	\$1,419,900
FUND 505	SANITATION	-		\$	420.96	\$		
FUND 506	ALL AMERICAN CANAL PROJ.	-	CC C1	_	420.00	+	000,000.00	
FUND 507	GOLF FUND	\$	66.61			6	536,556.64	\$724,775
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	E CONTRACTOR CONTRACTOR	. 1		\$		
FUND 507-5762-454	TO THE PER SHAP DEDARTMENT	\$	1,685.08			\$	312,515.33	\$300,400
FUND 507	GOLF FUND TOTAL	L		\$	1,751.69	_		0005.000
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$	-	\$	932.18	-		
	MIS			\$	-	\$		
FUND 509	ADMIN. FACILITY	7		\$	-	\$		
FUND 510	FLEET MANAGEMENT	7		\$	1,791.33	\$		
FUND 511	VEHICLE REPLACEMENT	7		\$	•	\$	3,671.4	5 \$0
FUND 512		┥		\$	-	\$	168,090.17	\$229,71
FUND 520	SR DIAL A RIDE	-		\$		\$	-1-11-01	
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	-		\$		\$		
FUND 525	NEEDLES AREA TRANSIT (NAT)	_			16 174 65	\$		
FUND 580	ELECTRIC	4		\$	16,174.65	+		
FUND 581	NPUA CAPITAL ELECTRIC	353		\$		1 \$		
FUND 582	NPUA CAPITAL WATER			\$	-	\$		
	NPUA CAPITAL WASTEWATER			\$	-	\$		
FUND 583	IMPACT FEES NORTH NEEDLES			\$	-	\$		
FUND 650	IMPACT FEES NORTH REAS	7		\$		\$		
FUND 651 TOTAL	ALL FUNDS & DEPARTMENT	s		\$	74,513.29	\$	30,694,131.9	1 \$50,237,06
	ALL FUNDS & DEPARTMENT	S		\$	74,513.29	1 3	30,694,131.9	ψου,201

I certify that the expenditures/purchases to be paid by the warrants on this list have complied wil \$
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 Date Copy 22

Kippy Poulson, City Treasurer Date

Sylvia Miledi, Director of Finance

0/16/22 Date

6/16/2022

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1 DISBURSEMENT PERIOD 12/2022

PREPARED 6/16/2022, 7:00:27

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK VENDOR

NUMBER NUMBER SEQ# NAME

NUMBE	15651 15651 15653	15644 15644 15646 15646 16648	15637 15638 15640 15641	1156622 15663 156632 15663 156632 156	CHECK NUMBER
NUMBER OF CHECKS	3622 2744 2817 3695	2000 2000 2000 2000 2000 2000 2000 200	307 325 327 327 327 3222 3222 3222 3222	370 3688 29870 36322 36322	VENDOR NUMBER
Š	00000	200000	2000000	00000000	#OES#
26	TAYLOR MILLER THOMAS DELEON TONY RUBALCABA VINCE GARZA	NEZ CE RS LOCAL	JENNIFER VALENZUELA JESSE FRAGOSO JIM WILLIS JOSE SANCHEZ JUSTIN SCOTT KIMBERLY MITCHELL MICHAEL WILLIS	ADRIAN CHAVEZ ALBERT PONCE BENEBLOC, LLC BRYAN HICKSTEIN DALE JONES FRANK VALENZUELA JR. GREAT WEST LIFE GREAT	VENDOR NAME
GRAND TOTAL		1932		አ _{ፈጀ}	1 1 1 4 1 5 6 1 1 1 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
	06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022	66666666666666666666666666666666666666			CHECK DATE
74,513.29		50.00 50.00 50.00 844.49 65,735.63		1,555.00 1,555.08 50.00 50.00 4,324.00	CHECK DIS
					DISCOUNTS/RETAINAGE TAKEN

PREPARED PROGRAM: CITY OF BANK 04	06/16/2 GM346L NEEDLES WELLS	7:04:33 O BANK - CITY GENERAL	ACCOUNTS	ABLE CHECK RU	BY BANK NUM		PAGE 1 IOD 2022/12 NUMBER 117
CHECK	NOOR	VENDOR	VOUCHER P.O.	DATE	ACCOUNT	TANCE AMOUND DISC/RETA	ECK
15628	3709	HAVEZ	002140	06/17/202	01-2030-43	5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	20.00
15629	3688	ALBERT PONCE	002149	06/17/2022	502-4710-471,52-10	* 20.00 50.00	50.00
15630	3897	BENEBLOC LLC	007515 007516 007517 007518 008960 008961 008964 008965 008965	06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022	101-0000-209.03-01 502-0000-209.03-01 511-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 511-0000-209.03-01 511-0000-209.03-01 502-0000-209.03-01 502-0000-209.03-01 511-0000-209.03-01 502-0000-209.03-01 511-0000-209.03-01	2 0 0 0 0 0 0 0 0 0 0 0 0 0	х С и
15631	3870	BRYAN HICKSTEIN	002146	06/17/2022	502-4710-471.52-10	50.00	50.0
15632	2931	DALE JONES	002130	06/17/2022	101-1030-414.52-10	\$0.00 \$0.00	50.00
15633	322	FRANK VALENZUELA JR.	002128	06/17/2022	502-4710-471.52-10	\$0.00 \$0.00	50.00
15634	1305	GREAT WEST LIFE & AUNUITY	7 008955 008956 008957	06/17/2022 06/17/2022 06/17/2022	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	2,220.00 275.00 1,829.00 4,324.00 *	4,324.00
15635	3634	GREAT-WEST LIFE & ANNUITY	008949 008950 008951 008953 008953	06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022	101-0000-209.01-00 101-0000-209.01-00 101-0000-209.01-00 580-0000-209.01-00 580-0000-209.01-00 580-0000-209.01-00	38.13 24.27 213.04 174.52 53.93 127.83 631.72 *	631.72
15636	2879	JENNIFER VALENZUELA	002126 008958 008959	06/17/2022 06/17/2022 06/17/2022	101-5774-452.52-10 101-5774-452.60-24 101-5774-452.62-00	50.00 241.37 81.00 372.37 *	372.37
15637	7 638	JESSE FRAGOSO	002144	06/17/2022	101-3010-431.52-10	\$0.00 \$0.00	50.00

B
BY BANK NU
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REGISTER
CHECK
PAYABLE (
ACCOUNTS
7:04:33

PAGE 2 ND 2022/12 UMBER 117	CHECK	50.00	50.00	50.00	50.00	50.00	20.00	50.00	50.00	844.49	
Ā	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	50.00	\$0.00	50.00 50.00 *	\$0.00 \$0.00	50.00	12.50 12.50 12.50 50.00 *	16.67 16.667 16.67 50.00 *	\$0.00 \$0.00	389,20 119,52 24,44 66,61 39,64 172,13 844,49	1,209.83 2,048.71 437.68 1,313.02 2,25.11 5,225.11 5,225.75 6,867.98 1,201.05
BY BANK NUMB!	ACCOUNT	580-4750-473.52-10	502-4710-471.52-10	580-4750-473.52-10	508-4810-478.52-10	580-4750-473.52-10	101-2030-423.52-10 101-2025-424.52-10 101-1035-416.52-10 101-1040-417.52-10	502-4710-471.52-10 503-4720-475.52-10 580-4750-473.52-10	580-4750-473.52-10	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 507-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01	101-1020-413,24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-2036-417.24-10 101-2036-423.24-10 101-2030-423,24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10
AYABLE CHECK)	P.O. DATE	06/17/2022	06/17/2022	06/17/2022	06/17/2022	06/17/2022	06/17/2022 06/17/2022 06/17/2022 06/17/2022	06/17/2022 06/17/2022 06/17/2022	06/17/2022	06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022	06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022
5 ž	VOUCHER		002141	002125	006143	002132	002133 002134 002135 002136	002137 002138 002139	002127	008943 008944 008944 008945 008946 008946 008947	00899969 0088999999999999999999999999999
022, 7:04:33 FARGO BANK - CITY GENERAL	ENDOR	JIM WILLIS	JOSE SANCHEZ	JUSTIN SCOTT	KIMBERLY MITCHELL	MICHAEL WILLIS	PATRICK MARTINEZ	RAINIE TORRANCE	ROMNY SOMMERS	SBPEA TEAMSTERS LOCAL 193	SPECIAL DISTRICT RISK
06/16/20; GM346L NEEDLES WELLS F2	VENDOR	325	3978	2222	3512	3889	3767	3654	3953	1199	3242
PREPARED06/16/2022 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FAR	¥ :	15638	15639	15640	15641	15642	15643	15644	15645	15646	15647

PAGE 3 COD 2022/12 NUMBER 117	CHECK	ር የ		0.0	50.00	100.00	50.00	50.00	74,513.29
ACCOUNTING PERIOD REPORT NU	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	NO.4 @ L. NO. O. L. NO. O. O. N. V. W. P. W. R.	50.00	00.00	\$0.00 \$0.00	50.00 50.00 100.00	* 00°05	\$0.00 \$0.00	74,513.29
TER BY BANK NUMBER	ACCOUNT	000000000000000000000000000000000000000	503-4720-475.52-10	101-1025-415.52-10	502-4710-471,52-10	580-4750-473.52-10 580-4750-473.52-10	101-2020-423.52-10	580-4750-473.52-10	BANK/CHECK TOTAL
AX.	P.O. DATE NO	06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022 06/17/2022	06/17/2022	06/17/2022	06/17/2022	06/17/2022 06/17/2022	06/17/2022	06/17/2022	
ACCOUNTS	VOUCHER	008988 008981 0089881 0089883 0089883 0089988 0089991 0089992 0089995 0089995 0089995	002143	002151	002147	001387 002142	002131	002145	
7:04:33 O BANK - CITY GENERAL	R VENDOR NAME	3242 SPECIAL DISTRICT RISK	3851 SY FOLEY	3432 SYLVIA MILEDI	3622 TAYLOR MILLER	2744 THOMAS DELEON	2817 TONY RUBALCABA	3695 VINCE GARZA	
PREPARED06/16/2022, PROGRAM: GM3461 CITY OF NEEDLES BANK 04 WELLS FARG	CHECK VEN NO	15647	15648	15649	15650	15651	15652	15653	

74,513.29

74,513.29

ALL BANKS/CHECKS TOTAL

CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR JUNE 06, 2022

	WARRANT SUMMARY				_	6-Jun	21-22 BUDGET
	OFFICE AL FUND		DEPT. AMT.	FUND AMT.	_	o-Jun	21-22 BUDGET
FUND 101	GENERAL FUND	\$	5,094.66		<u>^</u>	F0 400 7F	000,000
101.1015.412	CITY ATTORNEY	\$			\$	58,126.75	\$80,000
101.1020.413	CITY MANAGER	\$	147.70		\$	177,206.10	\$205,293
101.1025.415	FINANCE DEPT.	\$	441.63		\$	429,864.07	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	206.85		\$	141,808.21	\$201,933
101.1035.416	PLANNING /ZONING	\$	71.35		\$	156,940.87	\$304,327
101.1040.417	ENGINEERING	\$	183.02		\$	168,297.54	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$			\$	44,344.61	\$69,770
101,1070,410	SENIOR CENTER	\$	-		\$	40,099.38	\$55,404
101.2010.421	SHERIFF	\$	_		\$	3,160,254.59	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$	92.91		\$	154,638.97	\$236,591
101.2025.424	BULDING & SAFETY	\$	364.84		\$	380,092.49	\$454,386
101.2030.423	CODE ENFORCEMENT	\$	624.36		\$	493,361.19	\$629,675
	PUBLIC WORKS	\$	499.01		\$	1,450,982.87	\$4,318,920
101.3010.431		\$	37.97		\$	122,486.44	\$156,217
101.4730.472	SANITATION	\$	- 31.91		\$	116,537.44	
101.5770.452.	AQUATICS				\$	423,477.95	
101.5772.452	PARKS	\$	423.99		-	101,933.17	\$139,888
101.5773.452	JACK SMITH PARK MARINA	\$	171.30		\$		\$353,231
101.5774.452	RECREATION	\$	159.25		\$	256,965.58	
GENERAL FUND				\$ 8,518.84			\$11,936,024
FUND 205	CDBG			\$ -	\$	34,479.16	
FUND 206	CEMETERY			\$ 163.24	\$	161,187.33	
FUND 208	CALTRANS GRANTS			\$ -	\$	1,291,477.24	
FUND 209	NARCOTICS FORFEITURE	1 M		\$ -	\$		\$0
FUND 210	SPECIAL GAS TAX	1982		\$ -	\$	124,443.00	
FUND 213	DEPT OF HOUSE. & COMM DEVL	100		\$ -	\$	42,563.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I			\$ -	\$	1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL	0		\$ -	\$	200,201.05	\$283,431
FUND 235	INTERSTATE COMM/I40 J ST.			\$ -	\$	-	\$0
FUND 238	STATE RECREATION GRANTS			\$ -	\$	3,692.61	\$3,965,400
FUND 239	CA.CONSERV RECYLING GRANT			\$ -	\$	65,749.60	\$80,500
	EL GARCES INTERMODAL			\$ -	\$	-	\$0
FUND 240	SAFE RTS TO SCHOOL (SR2S)	1		\$ -	\$	-	\$12,885
FUND 241		1		\$ -	\$	-	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM	-		A	\$	165,340.30	
FUND 270	REDEVELOPMENT AGENCY	-			\$	1,725.42	
FUND 470	RDA CAP PROJ.LOW & MOD.	-		Ψ			
FUND 501	NPUA			\$ -	\$		
FUND 502	WATER DEPARTMENT	1		\$ 1,407.43	\$		
FUND 503	WASTEWATER DEPARTMENT	7.7		\$ 625.79	\$		
FUND 505	SANITATION			\$ -	\$		
FUND 506	ALL AMERICAN CANAL PROJ.			\$ 62.90	\$	877,385.10	\$1,014,815
FUND 507	GOLF FUND	\$	66.61				5 7 8
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	-		\$	536,556.64	
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	-		\$	296,096.49	\$368,468
FUND 507	GOLF FUND TOTAL		TO PARTY VOI	\$ 66.61			
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$		\$ 463.21	\$	283,384.14	\$395,926
FUND 509	MIS	1		\$ -	\$	225,275.94	\$252,370
FUND 510	ADMIN, FACILITY	180		\$ -	\$	151,739.57	
FUND 510	FLEET MANAGEMENT	100		\$ 210.16	\$	172,877.98	
				\$ -	\$		
FUND 512	VEHICLE REPLACEMENT	-		-	\$	168,090.17	
FUND 520	SR DIAL A RIDE				\$	21,514.83	
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$ -	-		
FUND 525	NEEDLES AREA TRANSIT (NAT)	3		\$ -	\$		
FUND 580	ELECTRIC	799		\$ 4,021.95	\$		
FUND 581	NPUA CAPITAL ELECTRIC	1		\$ -	\$	95,507.66	
FUND 582	NPUA CAPITAL WATER			\$ -	\$	1,287,968.20	
FUND 583	NPUA CAPITAL WASTEWATER	100		\$ -	\$	98,768.00	
FUND 650	IMPACT FEES NORTH NEEDLES			\$ -	\$		
FUND 651	IMPACT FEES SOUTH AREAS			\$ -	\$	22.62	
TOTAL	ALL FUNDS & DEPARTMENTS			\$ 15,540.13	\$	30,281,557.05	\$50,237,064
	itures /purchages to be poid by the warrante on this				_		

I certify that the expenditures/purchases to be paid by the warrants on this list have complied wil \$

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

| Company | C

Sylvia Miledi, Director of Finance Date

PAGE 1 DISBURSEMENT PERIOD 12/2022

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PREPARED 6/06/2022, 11:45:44
PROGRAM: GM348U
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

1 1 1 1 1 1 1 1 1 1	1 4 1 1 1 1	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	DISCOUNTS/RETAINAGE TAKEN	00000
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	CHECK	2,926.40 2,635.46 4,474.00 631.72 3,287.89 844.49
	CHECK	06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022
DANN OF WELLS FARGO DANN CITT GENERAL CIECALING	VENDOR	BENEFIT COORDINATORS CORPORATION COLONIAL LIFE GREAT WEST LIFE & ANNUITY MUTUAL OF OWAHA SBPEA TEAMSTERS LOCAL 1932 VISION SERVICE PLAN
Sec Desir	SEQ#	000000
WELLE FA	VENDOR	3286 3286 13286 3633 3453 11199
BAINA U4	CHECK	15621 15622 15622 15623 15624 15626 15626

15,540.13

GRAND TOTAL

7

NUMBER OF CHECKS

PAGE 1 PERIOD 2022/12 ORT NUMBER 114		2,926.40	2,635.46	4,474.00	631.72	
ACCOUNTING	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	2, 2021 1001 1111 1111 1111 1111 1111 1111	2,060.02 87.28 195.82 196.88 95.46 2,635.46 *	2,370.00 275.00 1,829.00 4,474.00 *	38.13 24.27 213.04 174.52 53.93 127.83	71.26 196.72 63.79 41.47 123.26 185.27 248.44
TER BY BANK NUMBER	ACCOUNT	0.00	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 580-0000-209.03-01	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	101-0000-209.01-00 101-0000-209.01-00 101-0000-209.01-00 580-0000-209.01-00 580-0000-209.01-00	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2020-423.24-10 101-2025-424.24-10 101-2030-423.24-10
YABLE CHECK	P.O. DATE NO	06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022	06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022	06/06/2022 06/06/2022 06/06/2022	06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022	06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022
A GENERAL CHE	VOUCHER	ATORS CORP 008596 008597 008599 008599 008509 008601 008602 008603 008604 008604 008609 008612 008613 008613	008651 008652 008652 008653 008654	& ANNUITY 008648 008649 008650	& ANNUITY 008615 008616 008617 008619 008620	008621 008622 008623 008623 008624 008625 008626 008626
, 11:49 GO BANK	VENDO	2 BENEFIT COORDINATORS	S COLONIAL LIFE	5 GREAT WEST LIFE	4 GREAT-WEST LIFE	8 MUTUAL OF OMAHA
006/06/2 : GM346L NEEDLES WELLS	OR :	4022	3286	1305	3634	3458
PREPARED06/06/2022 PROGRAM: GM3461 CITY OF NEEDLES BANK 04 WELLS FAR	<u> 원인 :</u>	1.5621	15622	15623	15624	15625

PAGE 2 NG PERIOD 2022/12 REPORT NUMBER 114	CHECK) TOTAL	3,287.89	844.49	740.17	15,540.13
ACCOUNTI	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	24.29 144.74 52.35 46.33 62.60 169.06 135.75 135.75 145.75 3,287.89	389.20 119.52 24.44 66.61 39.64 32.95 172.13 844.49 *	15.34 31.80 31.80 7.08 114.16 52.95 3.27 177.95 11.42 51.42 17.95 17.95 17.95 17.95 17.95 17.95 17.95 17.95 17.95 17.95 17.95	15,540.13
IER BY BANK NUMBER	ACCOUNT	101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 206-5771-452.24-10 502-4710-471.24-10 503-4710-471.24-10 506-4713-477.24-10 506-4713-477.24-10 506-4713-477.24-10 508-4810-473.24-10 511-3020-473.24-10	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 507-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-2035-424.24-10 101-2035-424.24-10 101-3010-417.24-10 101-4730-423.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5773-452.24-10 206-5771-452.24-10 206-4711-452.24-10 503-4720-475.24-10 503-4720-475.24-10 508-4810-478.24-10 508-4810-478.24-10 508-4713-477.24-10 508-4810-478.24-10	BANK/CHECK TOTAL
PAYABLE CHECK REGISTER	P.O. DATE NO	06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022	06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022	06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022 06/06/2022	
ACCOUNTS GENERAL CHECKING	VOUCHER	0008631 008631 008631 008632 008634 008636 008636 008639	AL 193 008641 008642 008644 008644 008645 008645	0008574 0008580 0008580 0008588 00085883 00085883 00085883 00085886 0008591 0008591 0008591 0008591 0008591 0008591 0008591	
11:49:41 O BANK - CITY	VENDOR	митиал ог омана	SBPEA TEAMSTERS LOCAL	VISION SERVICE PLAN	
06/06/2 GM3461 NEEDLES WELLS	VENDOR	3458	1199	1217	
PREPARED PROGRAM: CITY OF BANK 04	CHECK	15625	15626	15627	

15,540.13

15,540.13

ALL BANKS/CHECKS TOTAL

CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR JUNE 28, 2022

	WARRANT SUMIMARY I			FUND AMT.	-	5/28/2022 (2)	21-22 BUDGET
FIND 101	OFNEDAL FUND	_	2 167 50	FUND AIVIT.	_	012012022 (2)	21-22 DODGET
FUND 101	GENERAL FUND	\$	2,167.50		•	58,126.75	\$80,000
101.1015.412	CITY ATTORNEY	\$	- 444.47		\$	189,705.64	\$205,293
101.1020.413	CITY MANAGER	\$	411.47		\$		
101.1025.415	FINANCE DEPT.	\$	865.26		\$	456,069.95	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	147.47		\$	151,492.65	\$201,933
101.1035.416	PLANNING /ZONING	\$	17,508.34		\$	181,171.13	\$304,327
101.1040.417	ENGINEERING	\$	37.73		\$	182,588.89	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$			\$	44,794.61	\$69,770
101.1070.410	SENIOR CENTER	\$	1,148.94		\$	43,466.42	\$55,404
101.2010.421	SHERIFF	\$			\$	3,160,254.59	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$	1,338.27		\$	167,258.50	\$236,591
101.2025.424	BULDING & SAFETY	\$	16,214.23		\$	412,602.09	\$454,386
101.2030.423	CODE ENFORCEMENT	\$	698.31		\$	519,719.82	\$629,675
101.3010.431	PUBLIC WORKS	\$	3,823.60		\$	1,555,829.80	\$4,318,920
101.4730.472	SANITATION	\$	164.33		\$	131,662.01	\$156,217
101.5770.452.	AQUATICS	\$	581.33		\$	123,237.15	\$180,845
101.5772.452	PARKS	\$	109,222.84		\$	457,054.96	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$	1,725.00		\$	111,318.39	\$139,888
101.5774.452	RECREATION	\$	2,764.40		\$	273,598.72	\$353,231
GENERAL FUND				\$ 158,819.02			\$11,936,024
FUND 205	CDBG			\$ -	\$	35,137.16	\$27,243
FUND 206	CEMETERY	844		\$ 133.61	\$	167,201.04	\$209,276
FUND 208	CALTRANS GRANTS	100		\$ -	\$	1,291,477.24	\$1,434,077
FUND 209	NARCOTICS FORFEITURE			\$ -	\$	-	\$0
FUND 210	SPECIAL GAS TAX			\$ -	\$	135,756.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		exists = and (1-10)	\$ 429.00	\$	42,992.74	
FUND 214	SANBAG NEW LOCAL MEAS I			\$ -	\$	1,539.86	\$93,300
	COPS-AB 3229 SUPPLEMENTAL			\$ 3,284.61	\$	203,485.66	\$283,431
FUND 225	INTERSTATE COMM/I40 J ST.			\$ -	\$	200,400.00	\$0
FUND 235				\$ 40,370.68	\$	44,548.01	\$3,965,400
FUND 238	STATE RECREATION GRANTS	495		\$ 40,570.00	\$	66,713.33	\$80,500
FUND 239	CA.CONSERV RECYLING GRANT			\$ -	\$	00,7 13.33	\$0
FUND 240	EL GARCES INTERMODAL				\$		\$12,885
FUND 241	SAFE RTS TO SCHOOL (SR2S)			\$ -	\$		\$0
FUND 243	ACTIVE TRANSPORT PROGRAM			\$ - \$ 5,541.40	-	171,415.50	
FUND 270	REDEVELOPMENT AGENCY				\$	1,725.42	
FUND 470	RDA CAP PROJ.LOW & MOD.			\$ -	\$		
FUND 501	NPUA			\$ -	\$		
FUND 502	WATER DEPARTMENT	2000		\$ 8,974.53	\$		
FUND 503	WASTEWATER DEPARTMENT	117		\$ 29,547.18	\$		
FUND 505	SANITATION	an W		\$ -	\$		
FUND 506	ALL AMERICAN CANAL PROJ.			\$ -	\$	882,767.12	\$1,014,815
FUND 507	GOLF FUND	\$	1,535.68				
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	7.49		\$	572,540.94	
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	295.00		\$	315,235.15	\$368,468
FUND 507	GOLF FUND TOTAL	MIL.		\$ 1,838.17			
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$		\$ 849.68	\$	303,644.44	
FUND 509	MIS			\$ 3,275.00	\$	234,945.00	
FUND 510	ADMIN, FACILITY			\$ 4,947.22	\$	157,556.92	\$395,203
FUND 511	FLEET MANAGEMENT			\$ 3,380.68	\$	188,194.52	\$270,933
FUND 512	VEHICLE REPLACEMENT	7 7		\$ 6,818.25	\$	3,671.45	\$0
FUND 520	SR DIAL A RIDE	500		\$ 5,469.23	\$	174,211.40	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$ 1,538.94	\$	23,358.77	
FUND 525	NEEDLES AREA TRANSIT (NAT)	500		\$ 33,795.17	\$		\$494,264
FUND 580	ELECTRIC	13 m/8"		\$ 236,648.43	\$		
FUND 581	NPUA CAPITAL ELECTRIC			\$ -	\$	95,507.66	
FUND 581	NPUA CAPITAL ELECTRIC			\$ -	\$		
	NPUA CAPITAL WATER NPUA CAPITAL WASTEWATER			\$ -	\$	104,268.00	
FUND 583				\$ -	Ψ	10-1,200.00	\$88
FUND 650	IMPACT FEES NORTH NEEDLES	707		\$ -	\$	22.62	
FUND 651	IMPACT FEES SOUTH AREAS			\$ 545,660.80	-	31,682,100.05	
TOTAL	ALL FUNDS & DEPARTMENTS		ave complied wi	ρ 545,000.80	P	31,002,100.03	ψυυ,231,004

I certify that the expenditures/purchases to be paid by the warrants on this list have complied wil \$ -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 Date Sylvia Miledi, Director of Finance Date

Kippy Poulson, City Treasurer

Date

PREPARED 6/17/2022, 12:45:51
PROGRAM: GM348U
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING
CHECK VENDOR

DISCOUNTS/RETAINAGE TAKEN		
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CITY OF NEEDLES
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DISCOUNTS/RETAINAGE TAKEN		
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PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1 ACCOUNTING PERIOD 2022/12 REPORT NUMBER 122

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	VENDOR NAME	BIG O TIRES & NAPA AUTO	BORDER STATES INDUSTRIES.	CALIFORNIA DEPT. OF TAX	CDW GOVERNMENT	CYNTHIA FRANZEN	ENTERPRISE FM TRUST	EUSI LLC	FRONTIER	GOLFNOW, LLC	HARDWARE EXPRESS INCORP.
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PAGE 2 NG PERIOD 2022/12 REPORT NUMBER 122 4,890.00 2,721.04 3,589.13 15,163.13 1,133.94 980.00 170.00 892.51 CHECK TOTAL ACCOUNTING PERIOD REMITTANCE AMOUNT DET OF DISC/RETAIN) 2,722.50 1,083.75 1,083.75 4,890.00 663.13 14,500.00 15,163.13 105.62 2,615.42 2,721.04 3,589.13 795.00 70.00 70.00 70.00 140.00 280.00 175.00 980.00 22.50 8.19 9.40 33.14 1,133.94 362.35 429.29 100.87 892.51 170.00 (NET 101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10 503-4720-475.52-10 502-4710-471.52-10 580-4750-473.52-10 101-1035-416.31-90 101-0000-204.43-00 101-0000-204.39-00 502-4710-471.43-60 101-5770-452.60-32 101-5770-452.43-02 502-4710-471.60-55 101-1025-415.31-91 101-1035-416.31-90 511-3021-432.43-26 511-3021-432.43-38 511-3021-432.43-37 101-1070-410.43-01 580-4750-473.54-62 101-2030-423.31-90 101-3010-431.61-21 101-2020-423.43-42 ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER ACCOUNT 06/28/2022 022047 022104 ь. В PI0296 008883 008884 008827 008828 008829 0008819 0008820 0008821 0008822 0008823 0008823 008830 008831 VOUCHER NO 008816 008817 008818 008700 PI0302 008833 008836 008834 CHECKING 008826 SAFපි BAKER INTERNATION Д COMPA HNC. BANK - CITY GENERAL INCORP MCCORMICK CONSTRUCTION PROF W TECHNOLOGIES NATIONAL INDUSTRIAL CHEVROLET TECHNOLOGY HARDWARE EXPRESS COMPANIES MARK MARNATI VENDOR 12:49:37 HENDERSON HORIZON MICHAEL HEALTH LOWE'S PREPARED06/17/2022, 1 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO HOL 3998 4038 3864 3283 3783 125 3712 2612 3593 3719 VENDOR 15727 15723 15725 15726 15722 15724 15718 15719 15720 15721 CHECK

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ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3 ACCOUNTING PERIOD 2022/12 REPORT NUMBER 122

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		089	6/28/202	01-1070-410.41-3	77.9	
		089	6/28/202	10-4410-405.41-1	84.1	
		680	6/28/202	10-4410-405.41-2	247.5	
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7 PACI	PACIFIC PLAY SYSTEMS, INC	C PI0290	022098 06/28/2022	102-5772-452.70-09	2,293.1	
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8 PARTS	S WEST HEAVY DUTY LLC	C 004878 007027	06/28/2022	511-3021-432.43-26		
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PAGE 4 NG PERIOD 2022/12 REPORT NUMBER 122	HEC	878.67	429.00	373.74	1,266.08	10,553.24	540.17	497.92	1,318.00	170.00	
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12:49:37 O BANK - CITY GENERAL	VENDOR NAME	PITNEY BOWES INC.	PLACEWORKS	RICK DANIELS	RON'S TIRE & AUTO	SAN BERNARDINO COUNTY	SMART & FINAL CORP.	STANTEC CONSULTING SERVIC	THE PRINTER GUYS, LLC	THOMAS G. DALLMAN M.D.	TRANSPORTATION CONCEPTS
06/17/202: GM346L NEEDLES WELLS FA:	VENDOR	1763	3866	3558	2468	2 5 8 9	281	3875	4008	3559	3873
PREPARED06/17/2022, PROGRAM: GW346L CITY OF NEEDLES BANK 04 WELLS FARG	CHECK V NO	15734	15735	15736	15737	15738	15739	15740	15741	15742	15743

	PREPARED06/17/2022, 12:49:37 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECK VENDOR	ACCOUNTS CHECKING	Д , Д	TER BY BANK NUMBER	ACCOUNTING REP	PAG IOD NUMBE
VENDOR NAME	1	NO	NO NO	ACCOUNT	F DISC/	TOTAL
TRANSPORTATION	ION CONCEPTS	008897 008898	06/28/2022 06/28/2022	525-4770-461.32-90 525-4770-461.62-00	30,679.38 3,115.79 40,803.34 *	40,803.34
U.S. BANK		008848	06/28/2022	270-4631-463.31-51	5,541.40 5,541.40 *	5,541.40
ULINE		008849 008899 008900	06/28/2022 06/28/2022 06/28/2022	101-3010-431.43-02 508-4810-478.61-32 101-5772-452.60-40	115.62- 380.41 636.19 900.98 *	86.006
UNIFIRST CO	CORPORATION	008851 008851 008852 008853 008854 008854 008961	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	580-4750-473.61-04 503-4720-475.61-04 101-5774-452.61-06 511-3020-432.61-04 101-5772-452.61-04 502-4710-471.61-04 507-5762-454.43-08	112.20 17.70 8.56 96.68 44.65 40.63 327.91 *	327.91
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WILLDAN EN	ENGINEERING	PI0294 PI0295	022010 06/28/2022 022010 06/28/2022	101-2025-424.31-10 101-2025-424.31-10	11,016.00 4,702.50 15,718.50 *	15,718.50
XEROX		008871 008873 008873 008874 008875 008876 008877 008877	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	101-1020-413.70-01 101-1025-415.70-01 101-1030-414.70-01 101-1035-416.70-01 101-1040-417.70-01 101-2035-424.70-01 101-2030-423.70-01 101-3010-431.70-01 510-4410-405.70-01	37.73 860.37 37.73 37.73 37.73 15.09 37.43	377.31
ZUBRICK T-	SHIRTS	008880 008881	06/28/2022 06/28/2022	101-3010-431.61-21 101-5770-452.61-04	772.50 445.25 1,217.75 *	1,217.75
3D-NETWORKS	S LLC	008846 008847	06/28/2022 06/28/2022	509-4910-479.31-90 509-4910-479.31-53	2,950.00 325.00 3,275.00 *	3,275.00

PREPAREI PROGRAM CITY OF BANK 04	PREPARED06/17/2022, 12:49:37 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK	PREPARED06/17/2022, 12:49:37 PROGRAM: GM346L SITY OF NEEDLES SANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING	ACCOUNTS		PAYABLE CHECK REGISTER BY BANK NUMBER	BY BANK NUMBER	PAGE 6 ACCOUNTING PERIOD 2022/12 REPORT NUMBER 122	PAGE 6 ING PERIOD 2022/12 REPORT NUMBER 122
CHECK	CHECK VENDOR NO NO	VENDOR VOUCHER NAME NO	1	1 24	O. DATE O. ACCOUNT	ACCOUNT	REMITTANCE AMOUNT CHECK NO DATE ACCOUNT (NET OF DISC/RETAIN) TOTAL	CHECK

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City of Needles, California Request for City Council Action

⊠ CITY COU	NCIL NPUA		☐ Regular ☐ Special
Meeting Date: J	une 28, 2022		
Title: Nove	ember 8, 2022 General Mu	unicipal Election	
Background: with the County of Election.			call for and to consolidate 8, 2022, General Municipal
These resolutions co implement the Nove Council and for the	ovides for City elections to be omply with the City Charter a mber 8, 2022, election for th submission to the voters apply to short term resider	and State Code and ne Mayor and three a question amend	d must be adopted to Council Members to the City
Fiscal Impact: \$4,500.	Funds have been budget	ed in fiscal year 2	022-2023 in the amount of
Municipal Election officers as required	d by the provisions of the to amending the transien	ovember 8, 2022, Charter and for th	, for the election of certain e submission to the voters
Adopt Resolution N Bernardino to cons	solidate a General Municip , with the Statewide Gene	oal Election to be	visors of the County of San held on Tuesday, held on that date pursuant
Prepared By:	City Clerk, Dale Jones	3	
City Management	Review:		Date:
Approved:	Not Approved:	Tabled:	Other:
		Ag	genda Item:

RESOLUTION NO. 2022-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CHARTER AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO AMENDING THE TRANSIENT OCCUPANCY TAX TO APPLY TO SHORT TERM RESIDENTIAL RENTAL UNITS

WHEREAS, under the provisions of the Charter, a General Municipal Election shall be held on Tuesday, November 8, 2022, for the election of Municipal Officers; and

WHEREAS, the City Council also desires to submit to the voters at the election a question relating to amending the transient occupancy tax to apply to short term residential rental units.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the Charter, there is called and ordered to be held in the City of Needles, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing a Mayor for the full term of two years and three Members of the City Council for the full term of four years.

SECTION 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question to appear on the ballot:

CITY OF NEEDLES MEASURE	
To maintain and protect the level of essential services such as public safety, and other vital services including infrastructure, street repair and park improvements, shall a measure be adopted to amend the Transient Occupancy Tax (TOT) which is paid only by guests who stay in local hotels, motels and other lodgings, to also include and apply to "short term residential rental units" in the City of Needles?	NO

SECTION 3. That the proposed complete text of the measure (Ordinance) submitted to the voters is attached as Exhibit A and incorporated herein by reference, with additions to the current text indicated thereon, which , if passed by the voters, shall amend the Needles Municipal Code.

SECTION 4. That the vote requirement for the measure to pass is a majority of votes cast (50%+1).

SECTION 5. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Bernardino Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 7. That the polls (vote centers) for the Election shall be open at 7:00 a.m. on the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls (vote centers) shall be closed, pursuant to Election Code §10242, except as provided in §14212 and §14401 of the Elections Code of the State of California.

SECTION 8. That in all particulars not recited in this resolution, the Election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. That notice of the time and place of holding the Election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the Election, in time, form and manner as required by law.

SECTION 10. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 11. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 28th day of June 2022, by the following roll call vote:

AYES:		
NOES:		
ABSENT:		
	Mayor (Seal)	
Approved as to form:	Attest:	
	City Clerk	
City Attorney		

Exhibit A Text of the Proposed Measure

AN ORDINANCE OF THE CITY OF NEEDLES TO INCLUDE IN THE CITY'S TRANSIENT OCCUPANCY TAX, SHORT TERM RESIDENTIAL UNITS, AND AMENDING SECTIONS 20-8, 20-8.2(c) and 20-8.2(e) OF THE NEEDLES MUNICIPAL CODE

The People of the City of Needles do hereby ordain as follows:

SECTION 1. Recitals.

- A. The purpose of this Ordinance is to apply the City's existing transient occupancy tax to operators of short term residential properties and rental units.
- B. The current transient occupancy tax is applied to and collected from operators of local hotels, motels and similar lodgings. The transient occupancy tax is not currently applied to or collected from operators of short term residential properties and rental units.
- C. The transient occupancy tax is paid only by guests who stay in local hotels and other lodgings so that out-of-town visitors pay their fair share of their use of City roads, parks, the beach, public safety and other City services
- D. The revenues from the transient occupancy tax remain in the City, are controlled by the City, and are used for unrestricted general municipal purposes such as public safety, infrastructure, street repair and park improvements. Transient occupancy tax revenues cannot be taken by San Bernadino County or the State of California.
- D. By including short term residential rental units in the transient occupancy tax, it is estimated the City will raise approximately \$84,300 annually, which will be used for general city services, including protecting residents' quality of life and property values and continue to provide excellent services.

SECTION 2. Section 20-8 of the Needles Municipal Code is amended to read:

<u>Tax levied</u>. Every operator of a hotel, motel, apartment hotel, apartment motel, trailer court, recreational vehicle park, <u>short term residential rental unit and/or property</u>, or any other commercial establishment furnishing lodging space in exchange for monetary compensation, located within the city, shall pay a transient occupancy tax of ten percent which shall be based on the operator's gross monthly receipts received from transient lodgers.

SECTION 3. Section 20-8.2(c) of the Needles Municipal Code is amended to read:

"Operator" shall mean the person who is an owner and/or proprietor of a hotel, motel, apartment hotel, apartment motel, trailer court, recreational vehicle park, short term residential rental unit and/or property, or any other commercial establishment furnishing lodging space in exchange for monetary compensation within the city. If an operator utilizes a managing agent who is not an employee, then such agent shall also

constitute an "operator" for the purposes of this Article. Compliance with this Article by either the principal or the managing agent shall constitute compliance by both.

SECTION 4. Section 20-8.2(e) of the Needles Municipal Code is amended to read:

"Lodging space" shall mean (i) one or more rooms used or intended to be used for dwelling or sleeping purposes, (ii) land in a trailer court or recreational vehicle park used or intended to be used for the parking of a trailer, recreational vehicle or other type vehicle used or intended to be for dwelling or sleeping purposes, and or a short term residential rental unit as defined in section 12-68.3.030, as may be amended from time to time.

RESOLUTION NO. 2022-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO §10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Needles called a General Municipal Election to be held on Tuesday, November 8, 2022, for the purpose of the election of a Mayor for the full term of two (2) years and three (3) Members of the City Council for the full term of four (4) years; and

WHEREAS, the City Council is submitting to the voters a question relating to amending the Transient Occupancy Tax to apply to "short term residential rental units"; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of San Bernardino canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of a Mayor for the full term of two (2) years and three (3) Members of the City Council for the full term of four (4) years.

SECTION 2. That a measure is to appear on the ballot as follows:

CITY OF NEEDLES MEASURE	
To maintain and protect the level of essential services such as public safety, and other vital services including infrastructure, street repair and park improvements, shall a measure be adopted to amend the Transient Occupancy Tax (TOT) which is paid only by guests who stay in local hotels, motels and other lodgings, to also include and apply to "short term residential rental units" in the City of Needles?	NO

the voters is attached as Exhibit A and incorporated herein by reference, with additions to the current text indicated thereon, which, if passed by the voters, shall amend the Needles Municipal Code.

SECTION 4. That the vote requirement for the measure to pass is a majority of votes cast (50%+1).

SECTION 5. That the County election department is authorized to canvass the returns of the General Municipal Election. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The Election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 6. That the Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 7. That the City of Needles recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 8. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of San Bernardino.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on June 28, 2022 by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:	
	Jeff Williams, Mayor
ATTEST:	
Dale Jones, City Clerk	
APPROVED AS TO FORM:	
John O. Pinkney, City Attorney	

Exhibit A Text of the Proposed Measure

AN ORDINANCE OF THE CITY OF NEEDLES TO INCLUDE IN THE CITY'S TRANSIENT OCCUPANCY TAX, SHORT TERM RESIDENTIAL UNITS, AND AMENDING SECTIONS 20-8, 20-8.2(c) and 20-8.2(e) OF THE NEEDLES MUNICIPAL CODE

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- C. The transient occupancy tax is paid only by guests who stay in local hotels and other lodgings so that out-of-town visitors pay their fair share of their use of City roads, parks, the beach, public safety and other City services
- D. The revenues from the transient occupancy tax remain in the City, are controlled by the City, and are used for unrestricted general municipal purposes such as public safety, infrastructure, street repair and park improvements. Transient occupancy tax revenues cannot be taken by San Bernadino County or the State of California.
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SECTION 3. Section 20-8.2(c) of the Needles Municipal Code is amended to read:

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SECTION 4. Section 20-8.2(e) of the Needles Municipal Code is amended to read:

"Lodging space" shall mean (i) one or more rooms used or intended to be used for dwelling or sleeping purposes, (ii) land in a trailer court or recreational vehicle park used or intended to be used for the parking of a trailer, recreational vehicle or other type vehicle used or intended to be for dwelling or sleeping purposes, and or a short term residential rental unit as defined in section 12-68.3.030, as may be amended from time to time.

<u> </u>	
⊠ CITY COUNCI	L UTILITY BOARD PARKS & RECREATION Regular Special
Meeting Date:	June 28, 2022
Title:	Accept the bid from ROBINSON ELECTRIC CO for Purchase and Installation of Field Lighting at Duke Watkins Park in the total amount of \$657,500 as part of the awarded SB-68 grant from California Department of Parks and Recreation.
Background:	On 06/01/2022 the project was advertised in the Needles Desert Star and bids were opened on 06/15/2022 and one qualifying bid was received. The bid received was from Robinson Electric Co in the amount of \$657,500. The budget for 9 Light Structures, Conduit, Secondary Boxes, Trenching, Panel and Lighting Control including installation was budgeted at \$673,726. Lead times for the lights are 16-20 weeks.
	On 6/22/2022 the Recreation and Parks Commission recommended to City Council to accept the bid from Robinson Electric Co. for an amount not to exceed \$657,500 for the 9 light structures including all materials and installation at Duke Watkins Park.
Fiscal Impact:	Available grant for Duke Watkins Park from California Department of Parks and Recreation contract C9803078. Interim funding to be from General Fund Reserves. Funds will be expended in FY23 and reimbursed through the grant in FY 23. **Tor Sm** Sylvia Miledi**
Recommendation	Accept the bid from ROBINSON ELECTRIC CO for an amount not to exceed \$657,500 for the 9 Light Structures including all materials and installation at Duke Watkins Park and authorize staff to issue a Notice of Award and Notice to Proceed.
Submitted By:	Tammy Ellmore, Engineering Tech II Rainie Torrance, Assistant Utility Manager
City Management	Review: Pat may for RP Date: 6/23/2022
v	Approved: Not Approved: Tabled: Other:
	AGENDA ITEM:

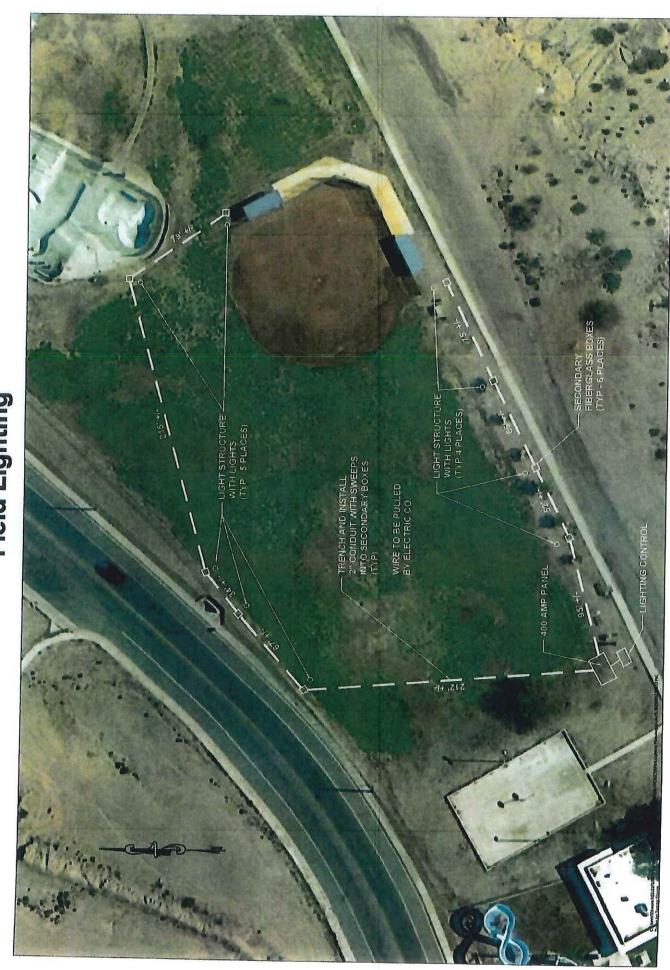
City of Needles SEALED BID OPENING

06/14/2022

DUKE WATKINS FIELD LIGHTS

BIDDER	DECLARATION ADDENDUMS BID BOND DIR Registered OIR 1
1 Robinson Electric Co. Inc.	EXXX \$ 057,500
2	□□□□ \$
3	
4	□□□□ \$
5	
6	
7	
8	
9	
10	
Present at Opening:	
RAINIE TORRANCE TAMMY ELLMORE	
Recorded by: RAINE Torray	nce

DUKE WATKINS PARK Field Lighting



CITY COUNCIL	UTILITY BOAI	RD PARKS	& RECREATION	⊠ Regular ☐ Special
Meeting Date:	June 28, 2022			
Title:	Merry-Go-Round, 7 station and Four (4	Fri-Spring Fling, D) benches for D u yground structure	Double Spring Rider, a ike Watkins Park and	rchase and Installation of a and one (1) hand sanitation d purchase and installation for Jack Smith Park in an
Background:		022 and one qua		Desert Star and bids were ved. The bid received was
	accept the bid from purchase and insta and one (1) hand s	Pacific Play Syst llation of a Merry- anitation station a	tems for an amount no Go-Round, Tri-Spring and Four (4) benches	mmended to City Council to ot to exceed \$97,775 for the Fling, Double Spring Rider, for Duke Watkins Park . ue to maintenance costs.
	accept the bid from	Pacific Play Syst Illation of one (1)	tems for an amount no	nmended to the City Council ot to exceed \$67,445 for the ucture and ground covering
	The budget only allowould be installed	owed for 3 selecti separately at di	ons. The prices are pr	olicited for 10 different items. resented as if the equipment will work with Pacific Play in the installation cost.
Fiscal Impact:	Recreation contract C9801552 for Jack	t C9803078 and Smith Park. Inte	d per Capita Funds	ia Department of Parks and from SB-68 grant contract m General Fund Reserves. the grants in FY 23. ### Sylvia Miledi
Recommendation	a Merry-Go-Roun Duke Watkins P structure and gro	d, Tri-Spring Fling ark and purchas und covering for	g, Double Spring Ride se and installation of	Purchase and Installation of er, and Four (4) benches for one (1) main playground an amount not to exceed Notice to Proceed.
Submitted By:				e, Assistant Utility Manager
City Management	Review:	My sorly	Date: <u>6/23/</u> 8	2022
		Not Approved:		

AGENDA ITEM: _



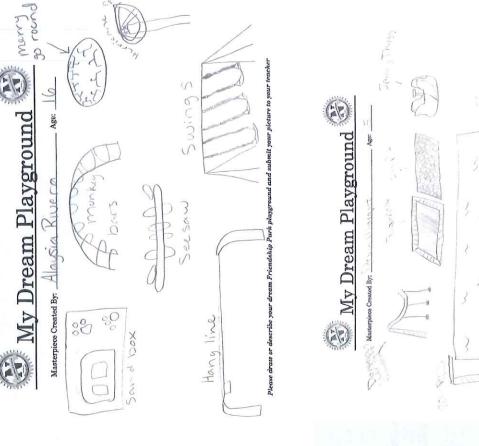
City of Needles

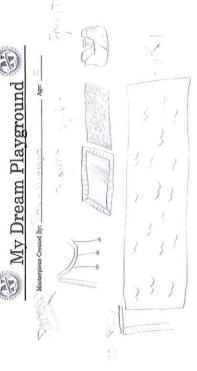
California Department of Parks and Recreation

Duke Watkins and Jack Smith Park Playground Equipment









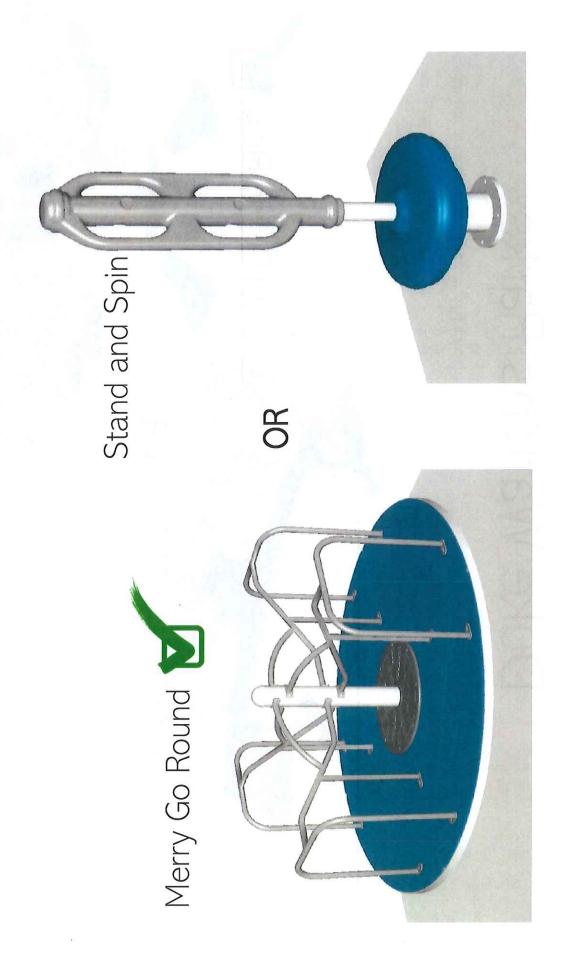
My Dream Playground

Duke Watkins Parks Preliminary Site Plan 48 64 features to be purchased to fill playground area Three additional stand alone in the new

Legacy Foundation Funded Improvements



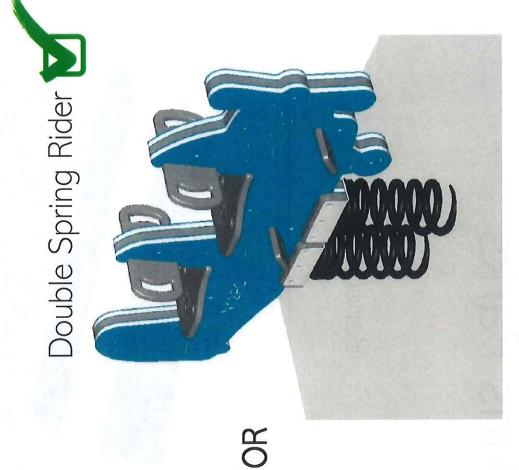
Tuesday June 28th at 8.00 a.m. Grand Opening Ceremony



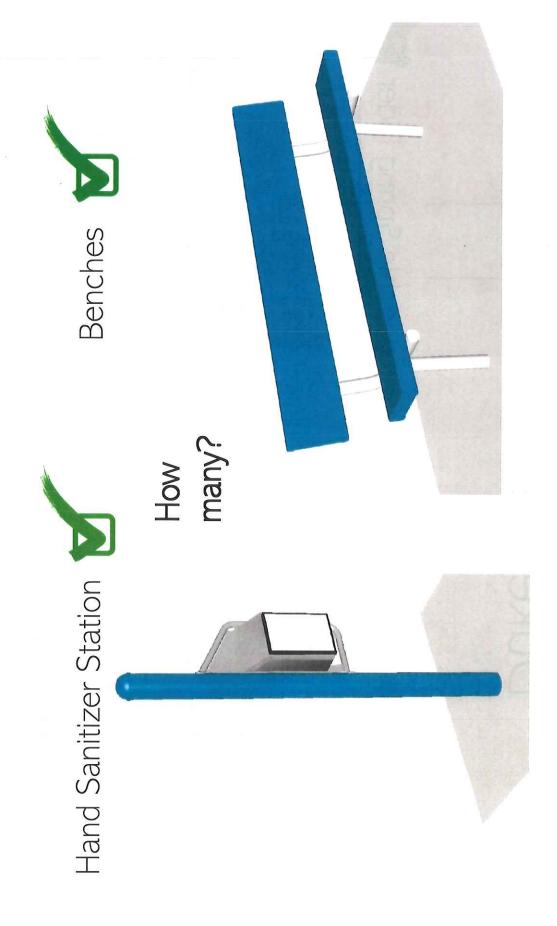
See Saw

Tri Spring Fling 10000 10000 9 R

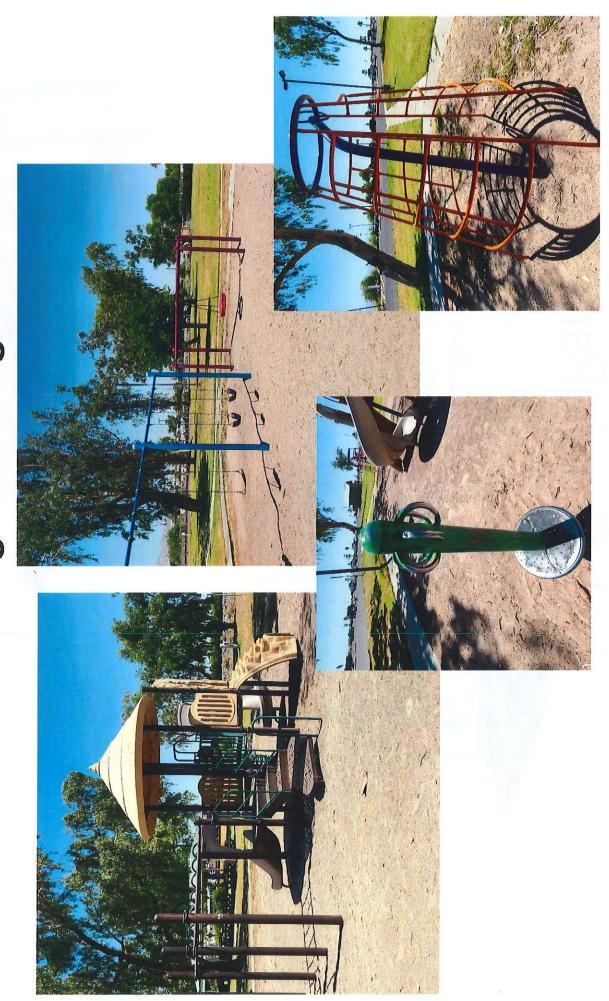
Single Spring Rider







Jack Smith Park Existing Site Images

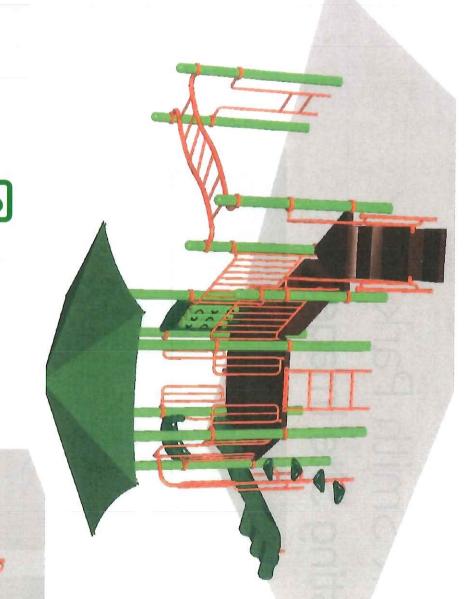


Jack Smith Park

Proposed new main playground structure with wood chips

Pick colors to match existing swings, tire swing, climbing and spinning features

With the remaining grant funds available the existing features will be repainted





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☐ CITY CO	JNCIL UTILITY BOARD NPUA Regular Special
Meeting Date:	June 28, 2022
Title:	Proposal to conduct Acoustical Consulting Service analysis of the Needles Recreation Gymnasium, and recommend sound reduction methodologies.
Background:	City Council has requested a sound study be completed on the acoustics of the Recreation Center Gymnasium.
	Under the City's informal bid process City Staff solicited 6 companies that would provide acoustical services. City Staff received one bid from Acoustics Group Inc out of Irvine CA.
	The proposal would be to observe the acoustical conditions of the Recreation Center Gymnasium to measure the room acoustics, analysis, make noise control recommendations and report back to the City.
	Four Tasks will be performed – <u>Task 1</u> Site Visit and Reverberation Tests (RT60). AGI will perform a site visit to observe in the building and measurements will be performed to measure the amount of acoustical absorption in the space.
	<u>Task 2</u> – AGI will perform up to two 1/3 Octave Band and ambient measurements will be performed to establish the background notice, with air conditioning on and off. The measurement data will be downloaded, processed, and summarized for presentation in the noise study report.
	Task 3 – The room acoustics will be evaluated and compared with industry standards for ideal room reverberation time. Noise reduction measures will be evaluated to reduce the overall room liveliness and to reduce noise transmission from adjacent sources. Noise control measures such as absorptive materials, barriers, and masking noise are some of the approaches that could be identified for improving the conditions.
	<u>Task 4</u> – A report will be prepared which will summarize the results of their findings. The report will include a summary of the measurement methodologies and analysis techniques, assessment, and noise control recommendations.
Fiscal Impact:	\$ 4,500 - \$5,500 to be paid for out of the Recreation Department Budget.
Recommendation:	Informational Item
Submitted By:	Tammy Ellmore, Engineering Tech II
City Management Re	view: fat jung for Q0 Date: 6/22/2022
	Not Approved: Tabled: Other: Agenda No.

City of Needles

<u>Project Title</u>
SOUND TESTING FOR NEEDLES RECREATION GYMNASIUM

Plan Holders
Joint Utility
Pre-Con

Proj. De-Brief
Job Walk

Bid Open Date: 06/03/2022

	Company	
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Territorian de la companya de la com	E-Mail	
	Phone #	
THE PROPERTY OF THE PROPERTY O	Contact Person	

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,	INFO@THENOISEEXPE RTS.COM	ROBERTWOO@ACOUS TICSGROUPINC.COM	RHALE@RESPONSEDY AMICS.COM	INFO@INNOVATIVENC. COM	SERVICE@ABCACOUS TICS.COM	BYMGR@ACOUSTICSG ROUPINC.COM
	A CANADA AND A CAN					



May 25, 2022

CITY OF NEEDLES

817 Third Street Needles, CA 92363

RE: BID - Acoustical Sound Service

Subject:

Proposal to provide Acoustical Consulting Services for the City of Needles

regarding the noise issue experienced at the Needles Recreation Center

Gymnasium located at 1705 J Street in Needles, CA.

Dear Ms. Ellmore:

Acoustics Group, Inc., (AGI) is pleased to submit our proposal to City of Needles (Client) to provide Acoustical Consulting Services for the subject project in Needles, CA. Our proposed services includes a site visit to observe the acoustical conditions of the space and measure the room acoustics, analysis, noise control recommendations and report preparation. AGI's approach to providing Acoustical Consulting Services for this Project is based on our expertise in Architectural Acoustics Noise Control and 34+ years of directly related past project experience.

AGI proposes to perform the following:

Task 1 - Site Visit & Reverberation Tests (RT60)

AGI will perform a site visit to observe the acoustics in the building. Up to 40 reverberation measurements will be performed to measure the amount of acoustical absorption in the space. The RT60 is the amount of time it takes for sound energy to decay 60 dB. RT60 data will be downloaded and processed to analyze the reverberant noise within the room. A summary table will be prepared that summarizes the measurement results.

1

May 25, 2022



Proposal for Acoustical Consultant Services – Needles Recreation Center, Needles, CA

Task 2 - 1/3 Octave Band Sound Level Survey - Ambient Noise Levels

Up to two (2) 1/3 Octave Band and ambient measurements will be performed to establish the background noise, with air conditioning on and off. The measurement data will be downloaded, processed, and summarized for presentation in the noise study report.

Task 3 - Room Analysis and Engineering Noise Control

The room acoustics will be evaluated and compared with industry standards for ideal room reverberation time. Noise reduction measures will be evaluated to reduce the overall room liveliness and to reduce noise transmission from adjacent sources.

Noise control measures such as absorptive material, barriers, and masking noise are some of the approaches that could be identified for improving the conditions. When appropriate, the insertion loss, sound transmission loss, and absorption coefficients will be specified to assist the Client in the procurement process.

Task 4 - Report of Findings

A report will be prepared which summarizes the results of our findings. The report will include a summary of the measurement methodologies and analysis techniques, assessment, and noise control recommendations. The goal is to provide an overall evaluation of the processing noise and any paths that may be needed for noise reduction.

Optional Task 5 – Additional Measurements & Analysis, Report Revisions, Documentation Review and Meetings

Additional measurements and analysis, iterations, report modifications, documentation review, procurement support, vendor interaction, telephone conferences and meetings can be performed after submittal of the Acoustical Report if requested by the client.

Deliverables

An Acoustical Report will be prepared and delivered that summarizes Tasks 1-5 for the Project. Two copies of the report and an electronic pdf will be included.

Fees and Costs

AGI will perform the above scope per the following distribution:

- Tasks 1 through 4 will be performed on a Time and Materials basis (T&M) per the attached rate schedule, with an initial estimated budget of \$4,500 \$5,500.
- Optional Task 5 will be performed on a time-and-materials (T&M) basis per the attached rate schedule. No trips to CLIENT offices, other sub-contractors' offices, or client offices are included in this scope unless previously identified.

A C

Proposal for Acoustical Consultant Services – Needles Recreation Center, Needles, CA

Payment Terms: A retainer of One Thousand Dollars (\$1,000) is required to begin work. Balance due NET 30 days. The terms of this proposed scope of work are valid for 45 calendar days from the date of issuance. Other general stipulations and assumptions are attached.

Contacts and Authorizations

Mr. Robert Woo, as company principal, will supervise the AGI effort, with potential technical and office assistance from AGI-network technicians. The analyses and reporting will be performed by these engineers to ensure continuity, compatibility, and consistency with previous noise control engineering preparation efforts performed for similar endeavors.

Deviations from this technical scope or the budgetary allotment will be coordinated through Ms. Tammy Ellmore or her designee(s).

The AGI contact is:

Name:

Robert Woo, Principal Consultant

Offeror's Name:

Acoustics Group, Inc.

Local Address:

2102 Business Center Drive, Suite 130

Irvine, CA 92612

Telephone Numbers:

Phone Toll Free 877-595-9988

E-mail address:

RobertWoo@acousticsgroupinc.com

Additional Stipulations and Assumptions

- If site visits, teleconferences or meetings are requested or if teleconference durations exceed the noted allotments, the additional time will be billed on a timeand-materials (T&M) basis, per the attached rate schedule.
- Delays due to conditions, forces, or circumstances beyond AGI's control (such as, but not limited to CLIENT scheduling/accessibility delays or cancellations, inclement weather, competing noise sources, etc.) may incur additional costs beyond the indicated fee. These additional costs will be billed per the attached rate schedule on a time-and-materials (T&M) basis.
- 3. Interaction with Client representatives and/or local authorities is assumed to be led by or coordinated by CLIENT project personnel.
- 4. Pertinent engineering information, plot plans, equipment details, and/or site drawings will be furnished, as needed, by CLIENT staff. It is assumed that this material will be available at or shortly after the time of ATP.



Proposal for Acoustical Consultant Services – Needles Recreation Center, Needles, CA

- 5. Interaction with other CLIENT offices, the Client, and the job site will be performed via telephone, video conference, e-mail, and/or land mail. No trips to other CLIENT offices, other sub-contractors' office(s), the Client's office(s), or the job site are included, except as specifically denoted above.
- 6. In the event that legal action is necessary to enforce the provisions of this agreement, the parties agree that the prevailing party in said legal action shall be entitled to recover attorney's fees from the opposing party in any amount determined by the Court to be reasonable.

Please contact Mr. Robert Woo at 877-595-9988 if you have any questions regarding this proposal. If this proposal meets your approval, please sign in the space provided below and return a copy to us with the required retainer to:

Acoustics Group, Inc. 2102 Business Center Dr., Suite 130 Irvine, CA 92612

We look forward to working with you and your staff on this project.

Sincerely,

Acoustics Group, Inc.

Robert Woo

Principal Consultant

AGREED TO AND AUTHORIZED BY:

(Signature)

(Date)

Name

Title

Company

Proposal for Acoustical Consultant Services – Needles Recreation Center, Needles, CA

ACOUSTICS GROUP, INC. Rate Schedule – 2022

Staff Classification	Hourly Billing Rate
Principal	\$ 250.00
Associate Principal	\$ 215.00
Senior Acoustical Engineer/Scientist	\$ 175.00
Acoustical Engineer/Scientist III	\$ 150.00
Acoustical Engineer/Scientist II	\$ 125.00
Acoustical Engineer/Scientist I	\$ 115.00
Engineering Intern	\$ 90.00
Graphics Staff II	\$ 90.00
Graphics Staff I	\$ 80.00
Word Processing Staff II	\$ 75.00
Word Processing Staff I	\$ 65.00
Production Assistant	\$ 60.00

Notes on Labor Rates:

- 1. Legal proceedings, including mediation, depositions, testimony, and associated preparatory meetings will be billed at twice the rates shown above.
- 2. Project-related travel time will be billed at the basic hourly rate.

Expenses

Expense Type	Billing Rate
Contract photocopying & plotting	At cost + 10%
Postage / shipment / overnight delivery / courier	At cost + 10%
Travel / lodging / meals / field incidentals	At cost + 10%
Mileage (for reimbursable car usage)	Current Fed. Rate
Telephone / fax	At cost + 10%
Other direct costs (ODC's)	At cost + 10%



City of Needles, California Request for City Council Action

□ □	CIL NPUA	⊠ Regular ☐ Special		
Meeting Date:	June 28, 2022			
Title:	Resolution No. 2022-49 A Resolution of the City Council of the C Accepting the Purchase Offer from Gayle Owned Property Directly West of the Elk Drive Also known as APN# 0185-331-22	e Brodbeck for Surplus City- s Lodge Building on Lillyhill		
Background:	On June 8, 2021 the City Council of the 0 declared APN# 0185-331-22-0000 as su			
	On June 14, 2022 the City Council authorogin negotiations with Gayle Brodbeck parcel located directly West of the Elks L Drive Also known as APN# 0185-331-22	for the purchase of a vacant odge Building on Lillyhill		
	The City-owned parcel is unusual in that parcel is too narrow for almost any type of improvements, given the City's set back would shrink the buildable area to an are buildings. The only likely buyer would be property owners, one being the Elk's Lod Chair of the House Committee (Trustee's	of construction or requirements for building a to small for most one of two adjacent lge. Gayle Brodbeck is the		
	The City has received an offer from Gayl acquisition price of \$2,167 and share the received a brokers opinion with a value of	closing costs. The City		
Fiscal Impact: Fund.	\$2,167 minus half of the closing cost to b	e added to the General		
Environmental Imp	pact: N/A			
from Gayle Brodbed	etion: Approve Resolution No. 2022-49 A ck for Surplus City-Owned Property Direct Drive Also known as APN# 0185-331-22-0	ctly West of the Elks Lodge		
Submitted By:	Patrick Martinez, Assistant City Manage	er/Development Services		
City Management Review: <u>latery may for RD</u> Date: <u>6/22/20</u> 22				
	Not Approved: Tabled:	Other:		
	Aç	genda Item:		

RESOLUTION 2022-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA ACCEPTING THE PURCHASE OFFER FROM GAYLE BRODBECK FOR SURPLUS CITY-OWNED PROPERTY LOCATED DIRECTLY WEST OF THE ELKS LODGE BUILDING ON LILLYHILL DRIVE, ALSO KNOWN AS 0185-331-22-0000.

WHEREAS, the City of Needles is the owner of real property located Directly West of the Elks Lodge Building on Lillyhill Drive (APN# 0185-331-22-0000);and

WHEREAS, on June 8, 2021 the City Council of the City of Needles declared APN# 0185-351-24-0000 as surplus land; and

WHEREAS, On June 14, 2022 the City Council authorized the City Manager to begin negotiations with Gayle Brodbeck for the purchase of a vacant parcel located directly West of the Elks Lodge Building on Lillyhill Drive Also known as APN# 0185-331-22-0000; and

WHEREAS, The City has received an offer from Adrian Bravo in the amount of \$2,167 minus half of the closing costs for the purchase of the referenced surplus city-owned property; and

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the City of Needles, California, finds and determines that it is in the best interest of the City to sell the surplus city-owned property to Gayle Brodbeck and hereby authorizes the acceptance of the agreement to purchase the property directly West of the Elks Lodge Building on Lillyhill Drive Also known as APN# 0185-331-22-0000 for \$2,167 minus half of the closing costs.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California held on the 28th day of June, 2022 by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:s		
		Mayor
(Seal)	Attest:	
		City Clerk
Approved as to form:		
City Attorney		

PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT is entered into this 28 day of June, 2022 by and between the CITY OF NEEDLES, a California charter city ("Seller"), and Gayle Brodbeck, an_individual_("Buyer"), for acquisition by Buyer of certain real property hereinafter described.

SECTION 1 PURCHASE AND SALE

- 1.1 <u>Property; Agreement to Purchase Property.</u> Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property described in Exhibit "A" in accordance with the terms, covenants and conditions set forth in this Agreement.
- 1.2 <u>Purchase Price</u>. The purchase price of the Property ("*Purchase Price*") shall be the amount of Two Thousand One Hundred and Sixty Seven Dollars (\$2,167).
- 1.3 <u>Payment</u>. The Purchase Price will be paid by federal wire transfer to Escrow Agent of immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by "*Escrow Agent*", identified in **Section 9.7.4** below, and executed by Buyer and Seller ("*Closing Statement*").
- 1.4 <u>Amount and Deposit of Earnest Money</u>. Within 48 hours the Effective Date, Buyer deposited with Escrow, an earnest money deposit in the amount of Two Hundred and Seventeen dollars (\$217) (hereinafter the "*Buyer's Initial Deposit*"). The Earnest Money shall be deposited in Escrow Agent's non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred and forty four dollars (\$144.00) shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with Section 4.

SECTION 2 ESCROW

- 2.1 <u>Establishment of the Escrow.</u> An escrow for this transaction ("*Escrow*") shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.
- 2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. The Closing of Escrow shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to Section 5.3, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement and any Buyer's Closing instructions. The date for the Closing ("Closing Date") shall be on the tenth day after the expiration of the Due Diligence Period.
- 2.3 <u>Acceptance of Escrow.</u> By accepting this Escrow, Escrow Agent agrees to the terms of this Agreement solely as they relate to the duties of Escrow Agent.
- 2.4 <u>Escrow Instructions</u>. This Agreement constitutes escrow instructions to Escrow Agent. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute those instructions; however, those instructions will be construed as applying only to

Escrow Agent's engagement. If there are conflicts between the terms of this Agreement and the terms of the Escrow Agent's standard form printed escrow instructions, the terms of this Agreement will control.

2.5 <u>Escrow Cancellation Charges</u>. If Escrow fails to close because of Seller's default, Seller will pay all customary escrow cancellation charges. If Escrow fails to close because of Buyer's default, Buyer will pay all customary escrow cancellation charges. If Escrow fails to close for any other reason, Seller and Buyer will each pay one-half (1/2) of all customary escrow cancellation charges.

SECTION 3 INFORMATION TO BE PROVIDED TO BUYER

- 3.1 <u>Seller Deliverables</u>. Within five (5) days of the Effective Date, Seller shall provide, or cause to be provided to Buyer, only the following to Buyer:
- 3.1.1 <u>Preliminary Title Report</u>. A current preliminary title report (the "*Title Report*") for the Property prepared by Escrow Agent. The Title Report will show the vesting title to the Property as of the date of the Title Report and will be accompanied by legible copies of all documents referred to in the Title Report.

SECTION 4 MATTERS RELATING TO THE ESCROW PERIOD

- 4.1 <u>Title and Survey Review</u>.
- 4.1.1 <u>Survey</u>. Buyer may obtain an ALTA survey of the Property (the "*Survey*") at no cost to Seller provided that to do so does not delay the Closing. In the event Buyer obtains an ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same.
- 4.1.2 <u>Title Review; Cure</u>. Buyer will have ten (10) days from the later of the Effective Date and its receipt of the Title Report (the "*Title Review Period*") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("*Buyer's Objection Notice*"), either:
- (a) Terminate this Agreement, in which case the Earnest Money shall be returned to Buyer; or
- matters, exceptions or objections (the "Disapproved Items"), in which case Seller may, within five (5) days following receipt of Buyer's Objection Notice (the "Title Cure Period"), agree to remove some or all of the Disapproved Items prior to Closing or obtain endorsements to the Title Policy in form satisfactory to Buyer insuring against the Disapproved Items, by giving Buyer written notice ("Seller's Cure Notice") of the specific Disapproved Items which Seller agrees to so remove or endorse over (the "Cure Items"). If, during the Title Cure Period, Seller does not timely agree to remove or endorse over all of the Disapproved Items, then, at Buyer's election by written notice given within five (5) days following expiration of the Title Cure Period (i) this Agreement will be terminated and the Earnest Money refunded to Buyer, or (ii) Buyer may waive the Disapproved Items that Seller elected not to agree to remove or endorse over, and such matters shall be deemed Approved Title Exceptions, as defined in Section 4.1.2(d) below. If, within such 5-day period, Buyer fails to waive in writing the Disapproved Items that Seller elected not to agree to remove or endorse over, Buyer will be deemed to have elected to terminate this Agreement.

- (c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this Section 4.1, and Buyer need not give any Buyer's Objection Notice as to those items. Seller agrees that all such monetary liens and encumbrances, regardless of the amount, will be released from the Property by Seller at Seller's sole expense on or before the Closing.
- (d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in section 4.1.2(b), as disclosed by the Title Report within the Title Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement "Approved Title Exceptions" means:
- (i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to Section 6.2.4 below);
- (ii) those matters approved or deemed approved by Buyer in accordance with this Section 4.1 which are disclosed in the Title Report (other than the "standard exceptions") and the Survey, if obtained by Buyer; and
 - (iii) any other matters approved by Buyer in writing.
- (e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in San Bernardino County, California, are referred to herein as the "*Title Requirements*".
- 4.2 <u>Buyer's Right to Enter and Inspect the Property</u>. From time to time following the Effective Date, Buyer and/or Buyer's representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections, studies.
- 4.2.1 <u>Buyer Restoration and Indemnity.</u> Buyer will restore any physical damage to the Property caused by Buyer's Studies, and will indemnify, defend and hold harmless Seller and Seller's public officials, Council Members and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs caused by Buyer's Studies (unless resulting from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Buyer and/or Buyer's representative will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured prior to entering the Property.
- 4.2.2 <u>Investigation Contingency.</u> Buyer shall have until ten (10) days after the Effective Date to complete the Buyer's inspections and approve or disapprove the Property ("Due Diligence Period"). Buyer's failure to timely approve or disapprove shall be deemed approval. If Buyer disapproves the Property, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer.

SECTION 5 CLOSING DOCUMENTS; TITLE POLICY

- 5.1 <u>Seller's Closing Documents</u>. On or before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, endorsed and, where appropriate, acknowledged, and will be in form and substance reasonably satisfactory to Buyer, Buyer's legal counsel and Escrow Agent:
 - 5.1.1 Closing Statement. The estimated Closing Statement.
 - 5.1.2 <u>Grant Deed</u>. A Grant Deed conveying the Property to Buyer.
- 5.1.3 <u>FIRPTA Affidavit</u>. An affidavit, signed and acknowledged by Seller under penalty of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations.
- 5.1.4 <u>California Withholding Certificate</u>. A duly executed California Franchise Tax Board ("*FTB*") Form 593-C Withholding Certificate and such other documents required by Escrow Agent in order to comply with California withholding requirements.
- 5.1.5 <u>Additional Documents</u>. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to transfer and convey the Property to Buyer and to otherwise close this transaction and issue the Title Policy to Buyer in accordance with the terms of this Agreement.
- 5.2 <u>Buyer's Closing Deliveries</u>. On or before the Closing Date, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:
 - 5.2.1 <u>Closing Statement</u>. The estimated Closing Statement.
- 5.2.2 <u>Preliminary Change of Ownership Report</u>. A Preliminary Change of Ownership Report as required by law.
- 5.2.3 <u>Documentary Transfer Tax Affidavit</u>. A Documentary Transfer Tax Affidavit as required by law.
- 5.2.4 <u>Additional Documents</u>. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to close this transaction in accordance with the terms of this Agreement.
- 5.2.5 <u>Buyer's Closing Funds</u>. The cash portion of the Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.
- 5.3 <u>Title Policy.</u> Closing is contingent upon Escrow Agent's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Escrow Agent's Title Requirements (as defined in **4.1.2(e)** above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those

SECTION 6 CLOSING THE TRANSACTION

- 6.1 Closing Deadline. The Closing shall occur on or before the Closing Date.
- 6.2 Closing Costs and Prorations.
 - 6.2.1 Escrow Fees. Seller and Buyer will each pay one-half (1/2) of the Escrow fees.
- 6.2.2 <u>Title Insurance Fees</u>. Seller will pay for the Title Report and the premium for a ALTA standard coverage owners Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, the cost of any endorsements, if requested by Buyer and provided the closing is not delayed as a result.
- 6.2.3 <u>Recording Fees</u>. Seller will pay the recording fees for recording the Grant Deed, the documentary transfer tax and any County or City transfer tax, and all title clearance costs to remove liens, encumbrances or other title matters which are Seller's responsibility.
- 6.2.4 <u>Prorations</u>. Seller is responsible for paying all taxes, assessments, fees, and other charges for years prior to the year of Closing and any supplemental taxes attributable to periods prior to Closing. All such items due and payable in the year of the Closing will be prorated in Escrow as of Closing, based upon the most current information then available to Escrow Agent. If, at the Closing, actual tax or assessment information is not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual tax or assessment information, Buyer and Seller will re-prorate real estate taxes and assessments among themselves and make any necessary adjusting payments.
- 6.2.5 <u>Miscellaneous Closing Costs</u>. Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or, in the absence of such agreement, according to the usual and customary practice in San Bernardino County, California.
- 6.3 <u>Seller's Obligation to Deposit Additional Funds</u>. Seller hereby authorizes Escrow Agent to use so much of proceeds otherwise payable to Seller at Closing as is necessary to pay all costs and other amounts payable by or otherwise chargeable to Seller pursuant to this Agreement.
- 6.4 <u>Buyer's Obligation to Deposit Additional Funds</u>. On or before the Closing Date, Buyer will deposit with Escrow Agent cash in an amount sufficient to pay all costs and other amounts payable by or otherwise chargeable to Buyer pursuant to this Agreement.

SECTION 7 ADDITIONAL COVENANTS

- 7.1 <u>Possession</u>. At the Closing, Seller shall deliver possession of the Property to Buyer.
- 7.2 <u>Risk of Loss</u>. Except as to any matter caused by the act, omission, negligence or willful misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in Section 4.2 and Section 7.5; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a Third Party will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred.

In the event of loss or damage to the Property prior to the Closing, the parties agree that if such loss is greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. In the event the loss or damage to Property is less than ten percent (10%) of the Purchase Price, Seller may repair the damage prior to the Closing. In the event Seller does not make the repairs to Buyer's reasonable satisfaction, Buyer shall be entitled to a reduction in the purchase price or an assignment of insurance proceeds, if any, in an amount equal to the loss or damage.

- 7.3 Condemnation. If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "Condemnation Notice") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this Section 7.3 the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent, (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall pay the entire award to Escrow Agent to be held in Escrow pending (i) the Closing, in which case the award shall be credited against the Purchase Price due at Closing, or (ii) termination of this Agreement for any other reason, in which case the award shall be disbursed to Seller.
- 7.4 Brokerage. Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other Person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement. If any Person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any Claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.
- 7.5 General Indemnity. Each party to this Agreement agrees to indemnify, defend and hold harmless each other party and that party's Related Parties for, from and against all Claims caused by the breach by such indemnifying party of any obligation under this Agreement or the inaccuracy of any representation or warranty made by such indemnifying party in this Agreement or in any instrument delivered pursuant to this Agreement or in connection with the transactions contemplated by this Agreement.

7.6 Property Sold "As Is".

7.6.1 <u>Limitation of Seller Representations and Warranties</u>. Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including,

but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. Except for Seller's express representations and warranties set forth in this Agreement (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.

Buyer Waiver and Release. Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for those particular representations and warranties expressly provided in this Agreement. Except for Claims related to breach of Seller's express representations and warranties in this Agreement. Buyer, for Buyer and Buyer's successors and assigns, hereby releases Seller from, and waives any and all Claims and liabilities against Seller for, related to, or in connection with, any environmental or physical condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, but not limited to, Claims and/or liabilities relating to (in any manner whatsoever) any Hazardous Substances, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all Claims or causes of action (actual or threatened) based upon, in connection with, or arising out of any Environmental Law, or any other claim or cause of action including any federal or state based statutory, regulatory or common law cause of action related to environmental matters or liability with respect to, or affecting, the Property. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of, or curative action to be taken with respect to, any Hazardous Substances or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by, or on behalf of, Seller, its agents and employees with respect thereto, other than such representations and warranties of Seller as are expressly set forth in this Agreement.

SECTION 8 REMEDIES

8.1 <u>Seller's Remedies</u>. If the Closing does not occur due to any default by Buyer, then Seller shall provide Buyer and Escrow Agent with written notice specifying the nature of Buyer's Default. If Buyer has not cured the default within five (5) days after receipt of Seller's notice, then Seller shall have the right as Seller's sole and exclusive remedy to terminate this Agreement by giving written notice of cancellation to Buyer and Escrow Agent and the Earnest Money shall be paid to Seller with no further instruction to Escrow Holder from Buyer.

BUYER AND SELLER HEREBY AGREE THAT IF SELLER TERMINATES THIS AGREEMENT DUE TO BUYER'S DEFAULT, THEN IN SUCH EVENT THE EXACT AMOUNT OF SELLER'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN AND THEREFORE THE EARNEST MONEY DEPOSITED INTO ESCROW SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND COLLECTION OF SUCH LIQUIDATED DAMAGES.

BUYER'S INITIALS:	SELLER'S INITIALS:	
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8.2 Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement

to be performed or otherwise breaches this Agreement and such failure or breach continues for a period of five (5) days after Seller receives written notice thereof, then, as an alternative to all other remedies that are available to Buyer at law or in equity, including the right to have specific performance of this Agreement, Buyer may terminate this Agreement and the Escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, and the Earnest Money shall be returned to Buyer and the parties shall have no further liability to one another.

SECTION 9 GENERAL PROVISIONS

- 9.1 <u>Assignment</u>. Buyer shall not have the right assign this Agreement, or any interest therein, or a controlling interest in Buyer.
- 9.2 <u>Binding Effect</u>. The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns, including, without limitation, all members of Seller irrespective of any dissolution of Seller after execution of this Agreement or after consummation of a Closing.
- 9.3 <u>Attorneys' Fees</u>. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court.
- 9.4 <u>Waivers</u>. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.
- 9.5 <u>Construction</u>. This Agreement will be construed according to the laws of the State of California, without giving effect to its conflict of laws principles. References in this Agreement to "Sections" are to the Sections in this Agreement, unless otherwise noted. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had an equal role in its negotiation and preparation.
 - 9.6 <u>Time of the Essence</u>. Time is of the essence of this Agreement.
 - 9.7 Notices.
- 9.7.1 Any demand, notice or communication required or permitted to be given under this Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services ("Overnight Delivery"), or (d) when transmitted by e-mail or telephone facsimile (provided that such Notice is confirmed on the same day by sending a copy to the addressee(s) by Overnight Delivery), in each case addressed to the parties at their respective addresses set forth below (or to such other address as the Parties hereto may designate by notice in the manner set forth herein). Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

9.7.2 Notice to Seller shall be sent to:

City of Needles Attn: City Manager 817 Third Street Needles, CA 92363

9.7.3 Notice to Buyer shall be sent to:

Gayle Brodbeck 1000 Lillyhill Drive Needles, CA 92363

9.7.4 Notice to Escrow Agent shall be sent to:

Chicago Title Agency, Inc. 3640 Highway 95
Bullhead City AZ 86442
Fax: 928 763 4434
Jill.Jackson@ctt.com

- 9.7.5 Each party may change their address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.
- 9.8 <u>Further Documentation</u>. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.
- 9.9 <u>Time Periods.</u> Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to "days" shall mean calendar days unless the Agreement expressly states "business" days.
- 9.10 <u>No Third Party Beneficiary</u>. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto and no such Person shall have any right or cause of action hereunder.
- 9.11 <u>Headings and Counterparts</u>. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.
- 9.12 <u>Entire Agreement</u>. This Agreement, which includes the Exhibits constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this

Agreement will be binding unless in writing and executed by Buyer and Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Buyer:	Seller:	
GAYLE BRODBECK	CITY OF NEEDLES	
By: Jack Sundhers Gayle Brodbeck, Date: 6/6/25	By: Date:	
	ATTEST:	
	Dale Jones City Clerk	
	APPROVED AS TO FORM:	
	SBEMP LLP	
	John O. Pinkney City Attorney	
ACCEPTED AND AGREED TO SOLELY FOR PURPOSES OF ACTING AS ESCROW AGENT:		

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain property situated in the County of San Bernardino, City of Needles, State of California, described as follows:

APN: 0185-331-22-0000

[LEGAL DESCRIPTION TO BE INSERTED BY SELLER WHEN PRELIMINARY TITLE REPORT IS AVAILABLE.





City of Needles, California Request for Council Action

⊠ CI	Regular Special		
Meeting Date:	June 28, 2022		
Title:	Representation of Management Employees		
Background	The 10 Management positions and 1 Confidential position, included in the Needles Unclassified Employees Association (NUEA), have been epresented by City Employees Associates (CEA) since 2010. A majority of these employees have petitioned to have the Teamsters 1932 represent hem beginning immediately. The CEA has not filed an objection. Teamsters 1932 currently represents the classified employees.		
	The NUEA includes the following positions: City Clerk, Public Works Director, Chief Water Plant Operator, Line Crew Supervisor, Finance Director, Community Services Manager, Recreation Manager, Asst Utilities Manager, Senior Code Enforcement Officer, Business Office Manager, Human Resources Specialist.		
Fiscal Impact:	None at this time		
Recommendation:	Approve the request for Teamsters Local 1932 to represent the Management Unit		
Submitted By:	Tracy Beck, HR Specialist		
City Management Review: 1017 My forR? Date: 6/22/2022			
Approved:	Not Approved: Tabled: Other: Agenda Item:		



MMBA REPRESENTATION PETITION

COLOR		
DO NOT WRITE IN THIS SPACE: Case No:		Date Filed: 06/08/2022
الحرائد مسللت مسا	an according for an equivalent procedure. Pro	tification may be filed with the appropriate PERB regional office, unless the employer has ber filing includes concurrent service and proof of service of the MMBA () et seq. Attach additional sheets if more space is required.
. EMPLOYE	R (Name, address and telephone number)	Employer's agent to be contacted: Rick Daniels
Name: (City Of Needles	Title: City Manager
Address: 8	817 Third Street Needles, CA 92363	Address and telephone, if different: Needles, CA 92363 Telephone: (760) 408-4350
Telephone:	(760) 326-5700	E-Mail 817 Third Street
TYPE OF PE	TITION (Check all that apply)	3. PROOF OF SUPPORT
☐ PE ☐ SE	EQUEST FOR RECOGNITION (RR) ITITION FOR CERTIFICATION (PC) EVERANCE (Filed as PC) EVERANCE (Filed as RR)	⊠Majority support □30% support
. DESCRIPTION	ON OF PROPOSED UNIT	5. NUMBER OF EMPLOYEES IN PROPOSED UNIT:
Confidential	Management Unit	11
Enforcemer Utilities Ma	UDE: ager, Chief Water Operator, HR specialist, Sr. at. Line Crew Supervisor, Public Works Direct anager, Recreation Service Manager, City Cler anager, Director of Finance	mou expiration date: June 30,003
Shall EXCI		NO AGREEMENT IS IN EFFECT
7. ORGANIZA REPRESEI	ATION(S) RECOGNIZED OR CERTIFIED A NTING ANY OF THE EMPLOYEES COVE	S THE EXCLUSIVE REPRESENTATIVE OF OR KNOWN TO HAVE AN INTEREST IN RED BY THIS PETITION:
Name of Org	ganization Address	Date of Recognition/Certification (if any)
Teamsters Lo	ocal 1932 433 N S	slerra Way
	,	
8. PETITIO	NER (Name, address and telephone number)	Petitioner's agent to be contacted: Natalie Harts
Name:	Teamsters Local 1932	Title: Staff Coordinator
Address:	433 N Slerra Way San Bernardino, CA 92410	Address and telephone, if different: 433 N Sierra Way San Bernardino, CA 92410 Telephone: (909) 520-6598
Telephone:	(909) 889-8377	E-Mail: Nharts@teamsters1932.org
		DECLARATION
I declare tha	it the statements herein are true to the best	of my knowledge and belief.
	AUTHORIZED NTATIVE:	Natalie Harts
SIGNATU	RE OF AUTHORIZED REPRESENTAT	IVE: /s/ Natalie Harts
Title:	Staff Coordinator	Date: 06/08/2022
425	s Angeles Regional Office 5 W. Broadway, Suite 400 lendale, CA 91204-1269 (818) 551-2822	Sacramento Regional Office San Francisco Regional Office 1031 18th Street 1330 Broadway, Suite 601 Sacramento, CA 95811-4124 Oakland, CA 94612-2514 (916) 322-3198 (510) 622-1016

(818) 551-2822

PERB Received 06/08/2NOTECENOF MMBA REPRESENTATION PETITION

PERB CASE NUMBER:	DATE NOTICE WAS POSTED:
ON	THE PETITION INDICATED BELOW WAS FILED WITH THE STIONS BOARD BY THE PETITIONER SHOWN ON THE MMBA
	PETITION FOR CERTIFICATION REQUEST FOR RECOGNITION SEVERANCE REQUEST
	THE CLAIM THAT (CHECK ONE)A MAJORITY EMPLOYEES IN THE PROPOSED UNIT WISH TO BE REPRESENTED
	TATION PETITION FOR THE NAMES, ADDRESSES AND TELEPHONE TER, THE INCUMBENT EXCLUSIVE REPRESENTATIVE (IF ANY), AND
	N POSTED UNTIL: DF EMPLOYER'S AUTHORIZED AGENT)

PERB Regulation 61220 requires that this Notice be conspicuously posted on all employee bulletin boards in each facility of the employer in which members of the proposed unit are employed. The Notice should be posted as soon as possible but in no event later than 10 days following receipt of the petition. The Notice must remain posted for at least 15 workdays.

PROOF OF S	SERVICE		
I declare that I am a resident of or employed in the	ne County of San Bernardino,		
State of California			
Residence or business is Teamsters 193	32		
433 N Sierra Way San Bernardi			
On 06/14/2022, I served the	(Description of document(s))		
(Date)	(Description of document(s))		
	se No. 2162-pending PERB Case No., if known)		
(Description of document(s) continued)	PERB Case No., if known)		
on the parties listed below by (check the applica	able method(s)):		
placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;			
personal delivery;			
electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)			
(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.) Rick Daniels 817 Third Street Needles Ca 92363			
rdaniels@cityofneedles.com			
I declare under penalty of perjury under foregoing is true and correct and that this declar	the laws of the State of California that the aration was executed on 06/14/2022		
_{at} Needles California	(Date)		
(City) (State)	·		
Natalie Harts			
(Type or print name)	(Signature)		



City of Needles, California Request for City Council Action

⊠ CITY COUN	CIL NPUA		⊠ Regular ☐ Special
Meeting Date:	June 28, 2022		
Title:	Adopting a Different Time	Zone	
Background: City of Needle's abi	On June 14, 2022, City Co lity to adopt a different time	and the second s	ed City Staff look into the
Due to the substantial effect that time zones have on interstate commerce and travel within the United States, federal law controls the regulation of time zones. In order to change to Mountain Standard Time (MST) zone from Pacific Standard Time (PST), the City would have to work collaboratively with the San Bernardino County Board of Supervisors to submit a formal request to the U.S. Department of Transportation to change the time zone for Needles. In the case a request for a change in time zone is approved by the Department of Transportation, their General Counsel's Office will make the recommendation to the Secretary of Transportation. The process could take up to one year.			
Existing state law, Proposition 7, an initiative measure approved by the voters at the November 6, 2018, general election in California, sets the standard time for California and sets daylight savings time to begin each March and end each November. Existing federal law does not currently allow a state to set its standard time to year-round daylight-saving time. Proposition 7 allows the state to set the standard time to year-round daylight-saving time if federal law authorizes the states to do so.			
On March 15, 2022, the U.S. Senate passed Marco Rubio's bill the Sunshine Protection Act of 2021 (S.623). The bill would make Daylight Saving Time (DST) permanent across the country starting in 2023. The bill is currently being held at the desk of the U.S. House of Representatives.			
Fiscal Impact: City Staff time and attorney fees to develop and process necessary documents and travel expenses to request for a time change.			
Recommended Ad	ction: Provide Staff Direct	tion	
Submitted By:	Patrick Martinez, Assist	ant City Mana	iger
City Management I	Review: lung My	Grad	Date: 6/22/2022
Approved:	Not Approved:	Tabled:□	Other:□
		ļ	Agenda Item:\\

SUBSCRIBE

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DONATE



California Proposition 7, Legislative Power to Change Daylight Saving Time Measure (2018)

Elections in California, 2018

- General election: Nov. 6
- Voter registration deadline: Oct. 22
- Early voting: Oct. 8 Nov. 5
- Absentee voting deadline: Postmark Nov. 6
- Online registration: Yes
- Same-day registration: Yes
- Voter ID: No
- Poll times: 7:00 a.m. to 8:00 p.m.

California Proposition 7, the Legislative Power to Change Daylight Saving Time Measure, was on the ballot in California as a legislatively referred state statute on November 6, 2018. The measure was approved.

A **yes** vote <u>supported</u> allowing the California State Legislature to change the dates and times of the daylight saving time (DST) period, as consistent with federal law, by a two-thirds vote, including establishing permanent, year-round standard time or permanent, year-round DST (if federal law is changed to allow for permanent DST).

A **no** vote <u>opposed</u> allowing the California State Legislature to change the dates and times of the daylight saving time (DST) period, as consistent with federal law, by a two-thirds vote, including establishing permanent, year-round standard time or permanent, year-round DST (if federal law is changed to allow for permanent DST).

California Proposition 7



Election date

November 6, 2018

Topic

Time standards

Status

Approved

Type

Origin

State statute State legislature

List of California measures

Submit

Election results

California	Proposition 7		
Result	Votes	Percentage 59.75%	
✓ Yes	7,167,315		
No	4,828,564	40.25%	

Results are officially certified.

Source

Overview



How did this ballot measure impact daylight saving time in California?



Proposition **7**

Daylight Saving Time

Placed on the Ballot by the Legislature

Research Assistant: Bryn Miller '19

Purpose

Prop. 7 would repeal a 1949 ballot initiative that established seasonal Daylight Saving Time (DST) in California. This measure would potentially create a pathway for year-round DST by allowing the state legislature, pending approval by the federal government, to decide how the state sets its clocks.

Background¹

Californians approved Prop. 12, a ballot initiative that established seasonal DST, in 1949. The federal government has required states to follow the Standard Time Act since 1918, but it allows each state to determine whether to observe DST during a fixed seasonal period. In 2017, Assembly members Kansen Chu (D-25) and Lorena Gonzalez Fletcher (D-80) sponsored AB 807, a bill that would repeal Prop. 12 and thereby allow the state legislature to consider changing DST.² The bill passed 26-9 in the California Senate in May 2018 and 68-6 in the Assembly in June 2018. Since ballot initiatives cannot be repealed without the consent of the voters, the legislature referred the bill to the 2018 ballot.

Proposal

This measure would repeal Prop. 12 and allow the state legislature, with a two-thirds vote, to change the DST system in California, if the change is allowed by the federal government. Potential changes include establishing year-round DST. However, the legislature would need approval from the federal government to do so. Until state and federal approval, California would observe the current DST period.

Fiscal Impact³

The Legislative Analyst's Office notes that this measure would have no direct fiscal impact since policy change would require additional action by the state and federal government. If the legislature did alter DST, the LAO expects that changes in energy usage, worker productivity, and safety would have minor effects on state and local finances.

¹ https://ballotpedia.org/California_Proposition_7,_Permanent_Daylight_Saving_Time_Measure_(2018)

² https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB807

³ https://lao.ca.gov/ballot/2018/prop7-110618.pdf

Supporters

Assemblyman Kansen Chu is the main sponsor. Ninety-four of the 109 state legislators present voted to pass AB 807, approving the measure. Governor Jerry Brown enthusiastically supported the measure, declaring "Fiat lux!" (the UC Berkeley motto meaning "let there be light") in his signing statement.

As of August 13, no campaign contributions have been reported.4

Arguments of Supporters⁵

Supporters say Prop. 7 would:

- free Californians from the inconvenience of switching their schedules biannually
- decrease the number of heart attacks, crimes, and accidents related to the time change
- potentially increase daylight leisure hours after work and school

Opponents

Fifteen members voted against the measure. Senator Hannah-Beth Jackson (D-19) and Senator Jim Nielsen (R-4) have been the most outspoken critics.

As of August 13, no campaign contributions have been reported.⁶

Arguments of Opponents⁷

Opponents say Prop. 7:

- wastes time discussing a trivial matter when more important issues are on the ballot
- is irrelevant since the federal government is not likely to allow such a change
- could lead to darker mornings and be dangerous for kids heading to school before sunrise

Conclusion

Voting <u>Yes</u> on Prop. 7 would allow the state legislature, with a two-thirds vote, to approve changes to DST, pending federal agreement. Without approval from both the state legislature and federal government, California would keep its current DST period.

Voting No on Prop. 7 would maintain the current DST period from early March to early November.

For more information on Proposition 7, visit: www.roseinstitute.org www.YesProp7.info

⁴ http://cal-access.sos.ca.gov/Campaign/Measures/Detail.aspx?id=1407102&session=2017&view=general

⁵ https://ballotpedia.org/California_Proposition_7,_Permanent_Daylight_Saving_Time_Measure_(2018)' https://www.mercurynews.com/2018/06/22/year-round-daylight-saving-time-awaits-governors-signature/http://www.latimes.com/politics/la-pol-sac-skelton-daylight-saving-time-20180705-story.html#

⁶ http://cal-access.sos.ca.gov/Campaign/Measures/Detail.aspx?id=1407102&session=2017&view=general

⁷ https://ballotpedia.org/California_Proposition_7,_Permanent_Daylight_Saving_Time_Measure_(2018) http://www.latimes.com/politics/la-pol-sac-skelton-daylight-saving-time-20180705-story.html#

117TH CONGRESS 2D SESSION S. 623

AN ACT

To make daylight saving time permanent, and for other purposes.

- 1 Be it enacted by the Senate and House of Representa-
- 2 tives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE. This Act may be cited as the "Sunshine Protection 2 Act of 2021". SEC. 2. MAKING DAYLIGHT SAVING TIME PERMANENT. (a) Repeal of Temporary Period for Daylight 5 SAVING TIME.—Section 3 of the Uniform Time Act of 1966 (15 U.S.C. 260a) is hereby repealed. (b) ADVANCEMENT OF STANDARD TIME.— 8 9 (1) IN GENERAL.—The second sentence of subsection (a) of section 1 of the Act of March 19, 10 1918 (commonly known as the "Calder Act") (15 11 U.S.C. 261), is amended— 12 (A) by striking "4 hours" and inserting "3 13 hours": 14 (B) by striking "5 hours" and inserting "4 15 hours"; 16 (C) by striking "6 hours" and inserting "5 17 hours"; 18 (D) by striking "7 hours" and inserting "6 19 hours"; 20 (E) by striking "8 hours" and inserting 21 "by 7 hours"; 22 (F) by striking "9 hours" and inserting "8 23 24 hours"; (G) by striking "10 hours;" and inserting 25

26

"9 hours;";

1	(H) by striking "11 hours" and inserting
2	"10 hours"; and
3	(I) by striking "10 hours." and inserting
4	"11 hours.".
5	(2) STATE EXEMPTION.—Such section is fur-
6	ther amended by—
7	(A) redesignating subsection (b) as sub-
8	section (c); and
9	(B) inserting after subsection (a) the fol-
10	lowing:
11	"(b) STANDARD TIME FOR CERTAIN STATES AND
12	AREAS.—The standard time for a State that has exempted
13	itself from the provisions of section 3(a) of the Uniform
14	Time Act of 1966 (15 U.S.C. 260a(a)), as in effect on
15	the day before November 5, 2023, pursuant to such sec-
16	tion or an area of a State that has exempted such area
17	from such provisions pursuant to such section shall be,
18	as such State considers appropriate—
19	"(1) the standard time for such State or area,
20	as the case may be, pursuant to subsection (a) of
21	this section; or
22	"(2) the standard time for such State or area,
23	as the case may be, pursuant to subsection (a) of
24	this section as it was in effect on the day before No-
25	vember 5 2023."

1	(3) Conforming Amendment.—Such section
2	is further amended, in the second sentence, by strik-
3	ing "Except as provided in section 3(a) of the Uni-
4	form Time Act of 1966 (15 U.S.C. 260a(a)), the"
5	and inserting "Except as provided in subsection
6	(b),".
7	(c) Effective Date.—This Act and the amend-
8	ments made by this Act take effect on November 5, 2023.
	Passed the Senate March 15, 2022.
	Attest:

Secretary.



City of Needles, California Request for City Council Action

☐ CITY COUN	CIL NPUA	⊠ Regular ☐ Special
Meeting Date:	June 28, 2022	
Title:	Resolution No. 2022-52 A Resolution of the City Council of the City Establishing a Policy Naming/Renaming o Buildings, and Facilities	
Background: On June 14, 2022, City Council requested City Staff look into a policy to name/rename City-owned Land, Buildings, and Facilities.		
 This policy intends to address the following naming situations: The opening or reopening of parks, facilities, and facility amenities Providing recognition of financial contributions Honoring individuals or organizations in recognition of their significant contributions to the community. 		
Fiscal Impact: Cost of the signage for the naming of City-owned Land, Building, and Facility.		
Recommended Action: Approve Resolution No. 2022-52 Establishing a Policy Naming/Renaming of City-owned Land, Buildings, and Facilities		
Submitted By:	Jennifer Valenzuela, Recreation Ma Patrick Martinez, Assistant City Mar	•
Services	; · · · · ·	
City Management I	Review: lang my for RD	Pate: 6/22/2022
Approved:	Not Approved: Tabled:	Other:
	Age	enda Item:\2

RESOLUTION 2022-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, ESTABLISHING A POLICY NAMING/RENAMING OF CITY-OWNED LAND, BUILDINGS, AND FACILITIES

WHEREAS, On June 14, 2022, City Council requested City Staff look into a policy to name/rename City-owned Land, Buildings, and Facilities; and

WHEREAS, the City would like to establish a Policy Naming/Renaming of City-owned Land, Buildings, and Facilities; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEEDLES DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. The text of the Policy is attached as Exhibit A.

The City Clerk shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, ADOPTED, AND APPROVED, this 28 day of June 2022, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:		
	Jeff Williams, Mayor	
ATTEST:		
Dale Jones, City Clerk		
APPROVED AS TO FORM:		
John O. Pinkney, City Attorney		,

Exhibit A

Text of the Naming/Renaming of City-owned land, buildings, and facilities.

POLICY TITLE NAMING OF CITY PARKS, FACILITIES AND FACILITY AMENITIES

POLICY STATEMENT:

This policy intends to address the following naming situations:

- 1. The opening or reopening of parks, facilities, and facility amenities
- 2. Providing recognition of financial contributions
- 3. Honoring individuals or organizations in recognition of their significant contributions to the community.

The criteria for naming will include the following:

- 1. The person or organization has a longstanding affiliation with the City
- 2. The name provides a sense of place, reflecting the geographic location, community, neighborhood or street where the park, facility or amenity is located
- 3. The name recognizes the historical significance of the area or reflects unique characteristics of the site
- 4. The names of persons, organizations, corporations, foundations or families will be considered when they have made a significant contribution to the City by:
 - a. Enhancing the quality of life and well-being of the City
 - b. Contributing to the historical or cultural preservation of the City
 - c. Contributing toward the acquisition, development or conveyance of land or building
 - d. Making exemplary or meritorious contributions to the City
- 5. If named in memorial, the individual must be deceased at least one (1) year and/or have made a significant contribution to the community in terms of improvement of quality of life.

Names will not be chosen that:

- 1. Cause confusion due to duplication or names sounding similar to existing locations within the City of Needles.
- 2. Are the name of persons or companies whose business is substantially derived from the sale of alcohol, tobacco, cannabis, firearms and/or pornography
- 3. Are discriminatory or derogatory considering race, gender, creed, religious or political affiliation, or other similar factors.

Where the naming opportunity is the result of a financial contribution, the following factors must be considered:

- 1. The significance of the contribution made, relative to the construction and/or operating costs of the parks, facilities, and amenities within those facilities
- 2. The cost of establishing the naming option (costs to be determined by the responsible Department on an individual basis).

The duration of naming rights of parks, facilities, and amenities within those facilities shall be decided on a case-by-case basis.

Existing names will not be changed without consideration of the historical significance of the existing name, the impact on the individual or organization previously named, the cost and impact of changing existing signs, rebuilding community recognition and updating records (i.e. letterhead, databases, and promotional materials).

The City Council may initiate the name of a City-owned land, buildings and facilities. Requests by individuals for naming or renaming of City-owned land, buildings and facilities shall be filed with the City Clerk for transmittal to the Mayor in *writing*, accompanied by a statement summarizing the justification for the recommended name(s).

The *City* Council will make its determination as to the naming or renaming of Cityowned land, buildings and facilities at a regularly scheduled meeting. The decision of the City Council will be final.