



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

AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES**

**TUESDAY, AUGUST 8, 2023
COUNCIL EXECUTIVE SESSION – 5:00 P.M.
CITY COUNCIL MEETING – 6:00 PM**

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

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

If asked, enter the following: Meeting ID: 968 079 881#

**OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 968 079 881#
The meetings are being recorded.**

CALL TO ORDER

ROLL CALL Councilmember Belt has requested an excused absence

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

RECESS TO EXECUTIVE SESSION

EXECUTIVE SESSION

- a) Conference with Legal Counsel – Anticipated Litigation (Gov't Code § 54956.9(d)(4)) In re: 2033 Flora Vista, APN 0185-252-18-0000
- b) Conference with Legal Counsel – Anticipated Litigation (Gov't Code § 54956.9(d)(4)) In re: 1932 Erin Drive, APN 0185-171-27-0000
- c) Conference with Labor Negotiator pursuant to California Government Code §54957.6-Personnel - Agency Representative City Manager Rick Daniels or his designee - Employee Organizations Teamsters Local 1932
- d) Conference with Real Property Negotiators Pursuant to California Government Code §54956.8 Real Property: 3.18-acre vacant parcel described as generally located on the Southeast Corner of E. South Lake Drive and S. Riverfront Pkwy, Mohave Valley, AZ, APN 216-14-007. Agency Negotiator: City Manager Rick Daniels or his designee. Negotiating Parties: City of Needles as potential seller and Robert Raskin as potential buyer. Under Negotiation: Price and Terms of Payment

EXECUTIVE SESSION – Report by City Attorney

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
INVOCATION
APPROVAL OF AGENDA
CONFLICT OF INTEREST
CORRESPONDENCE
INTRODUCTIONS
CITY ATTORNEY – Parliamentary Procedures

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

PUBLIC APPEARANCE - Persons wishing to address the City Council / NPUA / HACN 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.

PRESENTATIONS

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

- 1) Assistant Fire Marshal Curtis Markloff, San Bernardino County Fire Protection District, will be making a presentation regarding the County Fire Ordinance FPD 23-01 (INF)
- 2) Chamber of Commerce update on Visitor Center (INF)

PUBLIC HEARING

- 3) Public hearing noticed to consider all evidence and testimony for or against amending Chapter 9 “Fire Protection” by adopting the San Bernardino County Fire Protection District Fire Ordinance FPD 23-01
 - Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Applicant Comments
 - Comments in Favor
 - Comments Opposed
 - Applicant Rebuttal
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Ordinance No. 662-AC amending Chapter 9 “Fire Protection” Section 9-1 to adopt the San Bernardino County Fire Protection District Fire Ordinance FPD 23-01 referencing its version of the 2022 Edition of the California Fire Code subject to modifications referenced herein and rescinding prior Ordinance No. 630-AC (ACT)

RECESS THE CITY COUNCIL MEETING AND CONVENE A JOINT COUNCIL / NPUA MEETING

PUBLIC COMMENTS PERTAINING TO THE COUNCIL / NPUA ITEMS

A three-minute time limit per person has been established.

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

Council action, a member of the public may address the NPUA / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 4 through 7 on the Consent Calendar by affirmative roll call vote. (ACT)

- 4) Accept Changer Order No. 3 for work to be completed by Cora Constructors, Inc. for the "L" Street Water Booster Project and authorize staff to execute said Change Order and issue a Notice of Completion to record with the San Bernardino County Recorder's Office
- 5) Award contract to Vasquez & Company LLP for professional auditing services to perform the FY23 and FY24 NPUA Audits
- 6) Authorize a replacement motor for Well #15 from Weber not to exceed \$28,250 and a sand trap from Air Treatment Corporation not to exceed \$20,000 utilizing the water asset replacement fund
- 7) Authorize the City Manager to execute Agreement Number 87-BCA-10098, Exhibit A-1, Revision No. 11 to the Parker-Davis Project allocation

End of Consent

ADJOURN THE JOINT COUNCIL / NPUA MEETING AND CONVENE A HOUSING AUTHORITY (HACN) / COUNCIL MEETING

CALL TO ORDER (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE HACN / COUNCIL ITEMS

A three-minute time limit per person has been established.

HACN / COUNCIL CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the HACN / City Council may pull an item from the Consent Calendar for discussion. Prior to HACN / Council action, a member of the public may address the HACN / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 8 through 10 on the Consent Calendar by affirmative roll call vote. (ACT)

- 8) Accept and file the Housing Authority of the City of Needles fiscal year ended June 30, 2022 Audit Report completed by Smith Marion & Co.
- 9) Waive the bid process and retain Smith Marion & Co., for the Housing Authority Audit for Fiscal Year ending June 30, 2023 in an amount not to exceed \$17,408 as it would be beneficial to continue with the auditing firm familiar with the Housing Authority operations
- 10) Waive the reading and adopt Resolution No. 2023-45 establishing the Housing Commission meeting days and time

End of Consent

ADJOURN THE JOINT HOUSING AUTHORITY (HACN) / COUNCIL MEETING AND RECONVENE COUNCIL MEETING

CALL TO ORDER (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS

A three-minute time limit per person has been established.

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

address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 11 through 22 on the Consent Calendar by affirmative roll call vote. (ACT)

- 11) Approve the Warrants Register dated July 25 and August 8, 2023
- 12) Approve the Minutes of July 11, 2023
- 13) Accept the 2024 Employee Benefits Plan
- 14) Accept Notice of Completion for work completed by Final Touch Construction and Design Inc. for the Tenant Improvements / Office Space 2023 project and authorize a Notice of Completion to record with the San Bernardino County Recorder's Office
- 15) Accept Notice of Completion for work completed by Tony Cossi Construction for the Recreation Center Purchase and Installation of Acoustical Absorptive Wall Panels Project and authorize a Notice of Completion to record with the San Bernardino County Recorder's office
- 16) Waive the reading and adopt Resolution No. 2023-46 approving an amendment to Resolution No. 2021-57 extending the Professional Services Agreement with Touchstone Golf, LLC for a term of 3 years in the amount not to exceed the current management fee of \$52,000 per year plus incentives
- 17) Approve filing of a claim for Local Transportation Fund (LTF) and State Transit Assistance (STA) Fund for the fiscal year 2023-2024
- 18) Accept the First Amendment to the Professional Services Agreement with TKE Engineering, Inc. to provide on-call supplemental engineering consulting support services not to exceed \$25,000 and authorize staff to issue a Notice to Proceed
- 19) Accept Proposal for a Contract Amendment from TKE Engineering, Inc. to provide professional consulting services for the Development Impact Fee Update for a not to exceed amount of \$18,700, task total not to exceed \$87,100, and authorize staff to execute an amendment to the task between the City and TKE Engineering for said work
- 20) Waive the reading and adopt Resolution No. 2023-47 approving an Employment Agreement with Nancy Huff for Director of Development Services Exempt Position setting a base salary of \$86,444 in compliance with SB1436 and incorporate into the salary schedule for F/Y 2023-2024
- 21) Authorize the annual golf course seed purchase from Simplot Turf & Horticulture, Las Vegas, in the amount of \$37,206.08 using the 2023-2024 Golf Maintenance Seed budget
- 22) Waive the reading and adopt Resolution No. 2023-48 authorizing the mayor or her designee to execute right-of-way certifications for the City of Needles Oberholte Water Service Replacement and Street Improvements Project

END OF CONSENT CALENDAR

REGULAR COUNCIL ITEMS

- 23) Study Session to review amendments to the City Municipal Code and corresponding Land Use Table (DIS)
- 24) Authorize those interested to attend the ICSC Western Event at the San Diego Convention Center on October 25-27, 2023 (ACT)

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY MANAGER REPORT

COUNCIL REQUESTS

Councilmember Campbell
Councilmember McCorkle
Vice Mayor Merritt
Council Member Pogue
Councilmember Longbrake
Mayor Jernigan

ADJOURNMENT

**INTERNET ACCESS TO CITY COUNCIL AGENDAS AND STAFF REPORT MATERIAL IS
AVAILABLE PRIOR TO CITY COUNCIL MEETINGS AT: [HTTP://WWW.CITYOFNEEDLES.COM](http://www.cityofneedles.com)**

Posted: August 4, 2023

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

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

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

Dated this 4th day of August, 2023

/s/ Dale Jones, CMC, City Clerk



City of Needles, California Request for City Council Action

Item 3.

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: City Council Ordinance No. 662-AC
An Ordinance of the City Council of the City of Needles, California,
(1) Amending Chapter 9 Article I, Section 9-1 of the Needles
Municipal Code to Adopt San Bernardino County Ordinance FPD
23-01 Referencing its Version of the 2022 Edition of the California
Fire Code Subject to Modifications Referenced Herein and
Resending Prior Ordinance No. 630-AC

Background: On February 28, 2023 the Board of Directors of the San Bernardino
County Fire Protection District has adopted the 2022 Edition of the
California Fire Code along with certain changes, modifications,
amendments, additions, deletions, and exceptions, relating to fire
regulations as shown in Exhibit A.

The City of Needles has been annexed as part of the San Bernardino
County Fire Protection District which provides fire protection services.
California Health and Safety Code Section 13869.7 requires the fire
protection district to transmit the adopted ordinance to the city where
the ordinance will apply. The City must ratify ordinance FPD 23-01
for it to be effective within the City.

9-1 Adoption of San Bernardino County Ordinance FPD 23-01
referencing the 2022 Edition of the California Fire Code Subject to
Modifications

Except as otherwise provided herein, the City Council hereby adopts
San Bernardino County Ordinance FPD 23-01 ("FPD 23-01") a copy
of which is attached hereto and incorporated herein by this reference
as Exhibit "A" as amended by the County Board of Supervisors from
time to time, subject to the modifications provided below in
subsections (a)-(c).

(a) Section 903.2 of FPD 23-01 concerning automatic fire sprinkler
systems, including any and all amendments or successors thereto
that may hereafter be made and adopted, shall not apply within the
boundaries of the City and it is deemed stricken in its entirety.

3

(b) Exception number 2 of Section 503.2.3, "Surface" of FPD 23-01 including any and all amendments and successors thereto that may hereafter be made and adopted, shall not apply within the boundaries of the City and is deemed stricken and in place thereof Fire Apparatus Access Roads Surface Alternative Amendment dated June 12, 2020 attached hereto as Exhibit "B" is hereby re-adopted and shall continue in full force and affect.

(c) Section 505.1, "Address Identification" of the San Bernardino County Fire Protection District Ordinance FPD 23-01 including any and all amendments thereto that may hereafter be made and adopted, shall not apply to existing buildings within the boundaries of the City and to evidence the same the word "existing" is deemed stricken.

Fiscal Impact: The recommended actions will result in no financial impact to the City's General Fund.

Environmental Impact: California Environmental Quality Act (CEQA) Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical change in the environment.

Recommended Action: Approve City Council Ordinance No. 662-AC (1) Amending Chapter 9 Article I, Section 9-1 of the Needles Municipal Code to Adopt San Bernardino County Ordinance FPD 23-01 Referencing its Version of the 2022 Edition of the California Fire Code Subject to Modifications Referenced Herein and Resending Prior Ordinance No. 630-AC

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

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 3

ORDINANCE NO. 662-AC

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES CALIFORNIA,
(1) AMENDING CHAPTER 9 ARTICLE I, SECTION 9-1 OF THE NEEDLES
MUNICIPAL CODE TO ADOPT SAN BERNARDINO COUNTY ORDINANCE FPD 23-01
REFERENCING ITS VERSION OF THE 2022 EDITION OF THE CALIFORNIA FIRE
CODE SUBJECT TO MODIFICATIONS REFERENCED HEREIN AND RESCINDING
PRIOR ORDINANCE NO. 630-AC**

WHEREAS, the City of Needles has been annexed as part of the San Bernardino County Fire Protection District, providing fire protection and services; and

WHEREAS, the San Bernardino County Fire Protection District has adopted the San Bernardino County Fire Protection District Fire Code referencing the 2022 Edition of the California Fire Code; and

WHEREAS, the Board of Directors of the San Bernardino County Fire Protection District has adopted the 2022 Edition of the California Fire Code along with certain changes, modifications, amendments, additions, deletions, and exceptions, relating to fire regulations as shown in Exhibit A;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEEDLES AS FOLLOWS:

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this activity is not subject to the California Environmental Quality Act ("CEQA") as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. (14C.C.R. § 15060 (c)(2).)

SECTION 2. The City Council HEREBY FINDS AND DETERMINES that it is in the interests of the health, safety and general welfare of the City and its residents to amend CHAPTER 9 ARTICLE I, SECTION 9-1 OF THE NEEDLES MUNICIPAL CODE TO READ AS FOLLOWS::

9-1 Adoption of San Bernardino County Ordinance FPD 23-01 referencing the 2022 Edition of the California Fire Code Subject to Modifications

Except as otherwise provided herein, the City Council hereby adopts San Bernardino County Ordinance FPD 23-01 ("FPD 23-01") a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A" as amended by the County Board of Supervisors from time to time, subject to the modifications provided below in subsections (a)-(c).

- (a) Section 903.2 of FPD 23-01 concerning automatic fire sprinkler systems, including any and all amendments or successors thereto that may hereafter be made and adopted, shall not apply within the boundaries of the City and it is deemed stricken in its entirety.
- (b) Exception number 2 of Section 503.2.3, "Surface" of FPD 23-01 including any and all amendments and successors thereto that may hereafter be made and adopted, shall not apply within the boundaries of the City and is deemed stricken and in place thereof Fire Apparatus Access Roads Surface Alternative Amendment dated June 12, 2020 attached hereto as Exhibit "B" is hereby re-adopted and shall continue in full force and affect.
- (c) Section 505.1, "Address Identification" of the San Bernardino County Fire Protection District Ordinance FPD 23-01 including any and all amendments thereto that may hereafter

be made and adopted, shall not apply to existing buildings within the boundaries of the City and to evidence the same the word "existing" is deemed stricken.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that it is in the interests of the health, safety and general welfare of the City and its residents to approve rescinding Ordinance No. 630-AC and approve the attached Exhibit A thereby adopting the San Bernardino County Ordinance FPD 23-01 referencing the 2022 Edition of the California Fire Code, along with certain changes, modifications, amendments, additions, deletions, and exceptions, relating to fire regulations as provided herein.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

SECTION 5. The action shall become final and effective after thirty (30) days from its adoption by the City Council as provided for by the Code.

SECTION 6. Publication and Certification. The City Clerk shall cause this ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this ordinance, and shall cause this ordinance and certification, together with proof of publication, to be entered in the book of ordinances of the Council of this City.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 8th day of August, 2023, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED, APPROVED AND ADOPTED, at a regular meeting of the City Council of the City of Needles, California, held on the 12th of September, 2023 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

(Seal)

Attest:

Mayor

City Clerk

Approved as to form:

City Attorney

ORDINANCE NO. FPD 23-01

An ordinance of the Board of Directors of the San Bernardino County Fire Protection District, State of California, to repeal San Bernardino County Fire Protection District Ordinance No. FPD 20-01 and to adopt the San Bernardino County Fire Protection District Fire Code, which adopts by reference the 2022 Edition of the California Fire Code, along with certain changes, modifications, amendments, additions, deletions, and exceptions to the 2022 Edition of the California Fire Code, relating to fire regulations.

The Board of Directors of the San Bernardino County Fire Protection District, State of California, ordains as follows:

SECTION 1. Ordinance No. FPD 20-01 is repealed.

SECTION 2. This ordinance is hereby adopted as the San Bernardino County Fire Protection District Fire Code, to read:

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
FIRE CODE**

Sections:

1. Findings, Adoption, and Applicability.
2. Amendments to the 2022 California Fire Code.
3. Reserved.
4. Referenced Standards.
5. Conflicting Provisions.
6. Validity and Severability.
7. No Liability or Warranty.
8. Authority - General.
9. Authority at Fires and Other Emergencies.

- 1 10. Authority to Inspect, Issue Notices and Administrative Citations or
- 2 Abate a Hazardous Condition.
- 3 11. Closure of Public and Private Lands.
- 4 12. Interference Unlawful.
- 5 13. Official Records.
- 6 14. Permits Required.
- 7 15. Fees.
- 8 16. Applications and Permits – Abandonment, Period of Validity,
- 9 Expiration and Extensions.
- 10 17. Permits not Transferable.
- 11 18. Permit Revocation.
- 12 19. Operation or Construction Without a Permit or With an Expired or
- 13 Revoked Permit.
- 14 20. Issuance of Stop Work Orders.
- 15 21. Failure to Comply with a Stop Work Order.
- 16 22. Service of Notices and Orders.
- 17 23. Tampering with Notices, Orders or Seals Unlawful.
- 18 24. Overcrowding Unlawful.
- 19 25. Obstructed Egress Unlawful.
- 20 26. Open Fires and Other Outdoor Fires.
- 21 27. Explosives, Fireworks, Pyrotechnics, Rockets and Rocket Motors.
- 22 28. Prohibited Storage of Flammable and Combustible Liquids.
- 23 29. Prohibited Bulk Storage of Liquefied Petroleum Gases.
- 24 30. Prohibited Storage of Flammable Cryogenic Fluids.
- 25 31. Transport Vehicles and Trailers Storing Hazardous Materials.
- 26 32. Shared Emergency and Fire Apparatus Access Roads.
- 27 33. Violations - General.
- 28 34. Continuing Violations.

- 1 35. Acts Including Causing, Aiding and Abetting.
- 2 36. Enforcement – Purpose and Remedies.
- 3 37. Enforcement Remedies and Penalties are Cumulative and
- 4 Discretionary; Not Exclusive.
- 5 38. Criminal Actions.
- 6 39. Authority to Investigate, Detain, Issue Criminal Citations and Arrest.
- 7 40. Civil Actions.
- 8 41. Administrative Citations and Penalties - General.
- 9 42. Administrative Citations and Penalties – Dangerous Fireworks and
- 10 Unlawful Use of Safe & Sane Fireworks.
- 11 43. Administrative Penalties – Egregious Violations.
- 12 44. Administrative Remedies and Penalties For Nuisance Fire Alarms.
- 13 45. Appeal of Administrative Citations.
- 14 46. Recording of a Notice of Pendency.
- 15 47. Filing Notice of Action.
- 16 48. Public Nuisance Abatement of Fire Hazards.
- 17 49. Board of Appeals – Code Application and Interpretations.
- 18 50. Cost Recovery.
- 19 51. Treble Damages.

20

21 **1. Findings, Adoption, and Applicability.**

22 (a) FINDINGS. The Board of Directors of the San Bernardino County Fire

23 Protection District hereby finds as follows:

24 (1) The California Fire Code, 2022 Edition, adopts and amends

25 portions of the 2021 International Fire Code, which International Code is nationally

26 recognized compilations of proposed rules, regulations, and standards of the

27 International Code Council, Inc.

28

1 (2) That said California Fire Code, which includes the portions of the
2 International Fire Code that have been adopted and amended by the State of
3 California, has been printed and published as a code in book form within the meaning of
4 Section 50022.2 et seq. of the California Government Code. That said California Fire
5 Code and the International Fire Code have been printed and published as a code in book
6 form within the meaning of Section 50022.2 et seq. of the California Government Code.

7 (3) That the sections and subsections of said California Fire Code and
8 the International Fire Code may be referred to by the number used in said published
9 compilation preceded by the words "California Fire Code Section," "Fire Code Section" or
10 "Subsection" and may also be referred to by additional reference to the Ordinances of the
11 San Bernardino County Fire Protection District and sections therein pertaining to said
12 California Fire Code and International Fire Code.

13 (4) That California Health and Safety Code Section 13869 et seq.
14 provides, in pertinent part, that a Fire Protection District may make such changes or
15 modifications to the provisions published in the California Building Standards Code and
16 other regulations adopted pursuant to Section 17922 as it determines are reasonably
17 necessary because of local climatic, geological and topographical conditions.

18 (5) That the additional requirements and standards established herein
19 are needed to properly protect the health, safety, and welfare of the existing and future
20 residents, workers and visitors of the San Bernardino County Fire Protection District. Said
21 additional requirements and standards are reasonably necessary because of local
22 climatic, geological, and topographical conditions described herein. The finding in this
23 subsection (a)(5) is based upon the express findings and determinations on the proposed
24 amendments to the Code identified herein and on file with the Building Standards
25 Commission.

26 (6) Local Climatic Conditions.

27 (A) The District is subject to extremely strong winds, commonly
28 known as "Santa Ana Winds" which can reach speeds in excess of 90 miles per hour.

1 Extensive damage frequently accompanies these winds, such as blowing sand and
2 debris, downed power lines, fallen trees, overturned vehicles and structural damage to
3 buildings. These conditions result in increased demand for fire services, blocked or
4 delayed emergency vehicle access and impaired water supplies and building emergency
5 systems.

6 (B) During the summer months, the Santa Ana Winds produce
7 periods of extremely low humidity, thereby reducing the fuels moisture and increasing the
8 possibility and severity of fire from dry vegetation and other common combustibles.

9 (C) During the summer months, much of the District experiences
10 prolonged periods of temperatures in excess of 100°F. When coupled with sustained
11 severe Santa Ana Winds, an increase in the threat from rapidly moving wildfires exists.

12 (D) During the winter months, heavy rains routinely cause
13 damage to roadways rendering them completely impassible, or with limited access,
14 sometimes for extended periods.

15 (E) During winter months, heavy snow and ice conditions exist in
16 the mountain areas resulting in increased demand for fire services and limiting or delaying
17 emergency vehicle access. In some cases, emergency vehicle access roads are
18 completely impassible, or have limited access, sometimes for extended periods.

19 (7) Local Geological Conditions.

20 (A) The District is subject to moderately strong to severe shaking
21 and surface ruptures resulting from numerous known earthquake faults located
22 throughout the District. These local earthquake faults have the potential to cause severe
23 personal and property damage, utility interruptions, fire hazards and hazardous materials
24 releases. Additionally, significant roadway, bridge structure, water supply and
25 communications systems are subject to failure, thereby causing a detriment to emergency
26 services response.

27 (B) Unstable slopes in several areas throughout the District have
28 experienced soil movement as a result of heavy or soaking rains, resulting in damage to

1 roadways, structures and utilities.

2 (C) Some desert areas of the District have limited aquifers,
3 exceptionally deep aquifers or aquifers providing only brackish or contaminated water
4 supplies. This limits, or in some cases eliminates, water supplies available for firefighting
5 purposes.

6 (D) The District has many areas with rich deposits of minerals
7 resulting in the presence of many subsurface and strip mining operations. These
8 operations pose special problems due to confined access and large quantities of fuels
9 and explosive materials.

10 (8) Local Topographical Conditions.

11 (A) The District encompasses an exceptionally large
12 geographical area with limited access routes connecting valley, mountain and desert
13 areas. This distance, combined with these limited access routes, results in delays in the
14 reallocation of resources to emergency scenes.

15 (B) The topography of the District is exceptionally diverse,
16 ranging from relatively flat desert and valley areas, to foothill areas, canyon areas and
17 steep mountainous areas. This results in some areas that are inaccessible to radio
18 communications, which hampers emergency response capabilities.

19 (C) The large geographical area and diverse topography of the
20 District results in numerous water purveyors and water pressure zones throughout the
21 response areas. This results in many areas having limited, unreliable or unavailable water
22 supplies available for firefighting purposes.

23 (D) The District is traversed by several State and Interstate
24 highways, which provide for limited under or over crossing access points for emergency
25 vehicles to cross to adjacent areas. These highways also restrict the ability of the local
26 water supply grids to provide water from multiple points to all areas and necessitates the
27 use of dead-end water mains in many areas adjacent the highways.

28 (E) The District is traversed by two major active railroad main rail

1 systems. These rail systems are used for both commuter and large freight trains, including
2 the transportation of large quantities of hazardous materials. These rails provide for
3 limited under or over crossing access points for emergency vehicles to cross to adjacent
4 areas. Emergency vehicles experience frequent delays at grade crossings until
5 passenger and/or lengthy freight trains clear the grade crossings.

6 (F) Due to the size and topography of the District, it is traversed
7 by several high voltage electrical transmission lines which cross over inaccessible desert
8 and foothill brush-covered areas, as well as and heavily forested steep mountain areas.
9 High winds have caused damage to these lines, resulting in vegetation fires. Access to
10 many of these areas is unavailable to vehicles, making response to these fires unusually
11 difficult.

12 (G) Several large, high-pressure natural gas transmission lines
13 traverse the District to transport natural gas at pressures exceeding 500 p.s.i. These lines
14 pass through, under or over steep terrain and wildfire prone areas and are also subject
15 to damage due to flooding or seismic events.

16 (H) Several large petroleum product pipelines cross the District to
17 transport large quantities of gasoline, diesel fuel and jet fuels under extremely high
18 pressures. While generally underground, these pipelines pass through, under or over
19 steep terrain and wildfire prone areas and overhead at several overpasses located over
20 thoroughfares and waterways. Damage to these pipelines has been experienced during
21 rail accidents and flooding conditions. Additionally, these pipelines and their pumping and
22 valve stations are subject to damage from seismic events.

23 (9) These local climatic, geological and topographical conditions found
24 herein together present increased hazard potentials that create a reasonable necessity
25 for the San Bernardino County Fire Protection District to establish more restrictive building
26 and fire protection standards, as well as to prevent and discourage egregious and other
27 fire safety violations where the public is at higher risk.
28

1 (b) ADOPTION OF THE 2022 CALIFORNIA FIRE CODE. The Board of
2 Directors of the San Bernardino County Fire Protection District hereby adopts the 2022
3 Edition of the California Fire Code (sometimes referred to herein as 2022 California Fire
4 Code, California Fire Code, or CFC), also known as Part 9 of Title 24 of the California Code
5 of Regulations (which California Fire Code adopts and amends portions of the 2021
6 International Fire Code), and Appendices as compiled and published by the International
7 Code Council. The 2022 Edition of the California Fire Code is on file with the Secretary of
8 the Board.

9 (c) APPLICABILITY. The provisions of the CFC, subsequent amendments,
10 California Fire Code Appendices, and referenced standards shall be collectively known
11 as the San Bernardino County Fire Protection District Fire Code. The San Bernardino
12 County Fire Protection District Fire Code shall be applicable in all areas of San Bernardino
13 County within the San Bernardino County Fire Protection District, or in any political
14 subdivision or district that contracts with the San Bernardino County Fire Protection
15 District for fire protection and prevention services, and in those other cities, towns and
16 districts that ratify this ordinance pursuant to California Health and Safety Code section
17 13869.7.

18 19 **2. Amendments to the 2022 California Fire Code**

20 The 2022 California Fire Code, also known as Part 9 of Title 24 of the California
21 Code of Regulations, is hereby amended as follows:

22 (a) The following sections of Chapter 1 of the San Bernardino County Fire
23 Protection District Fire Code are added or amended, as follows:

24 (1) Section 105.5.4A is added to the San Bernardino County Fire
25 Protection District Fire Code, to read:

26 **105.5.4A Battery and other energy storage systems.** An operational permit is
27 required for a battery system or electrical energy storage system as regulated by section
28 1207 of the California Fire Code.

1 **Exception:** This Section does not apply to systems in R-3
2 occupancies.

3 (2) Section 105.5.17A is added to the San Bernardino County Fire
4 Protection District Fire Code, to read:

5 **105.5.17A Fixed hood and duct extinguishing systems.** An operational permit
6 is required to utilize commercial cooking appliances, as defined in Section 606, with a
7 Type I hood and an automatic fire extinguishing system as required by section 904.13.

8 (3) Section 105.5.34 of the California Fire Code is amended, to read:

9 **105.5.34 Open Fires.** An operational permit is required for the kindling or
10 maintaining of an open fire as defined in Section 202, on any public street, alley, road, or
11 other public or private ground, in accordance with Section 26.

12 **Exception:** Recreational fires and barbecues fueled solely by LP-
13 gas or natural gas.

14 (4) Section 105.5.36 of the California Fire Code is amended, to read:

15 **105.5.36. Open flames in assemblies.** An operational permit is required to use
16 open flames in connection with assembly areas, dining areas of restaurants or drinking
17 establishments.

18 **Exception:** Candles and small-open flame decorative devices in
19 accordance with Section 308.

20 (5) Section 105.5.38 of the California Fire Code is amended, to read:

21 **105.5.38 Outdoor assemblies.** An operational permit is required to conduct an
22 outdoor assembly, temporary use or other special event where planned attendance
23 exceeds 200 persons per day.

24 (6) Section 105.5.38A is added to the San Bernardino County Fire
25 Protection District Fire Code, to read:

26 **105.5.38A Pallet Yards.** An operational permit is required to store combustible
27 pallets at pallet manufacturing and/or recycling facilities.
28

(7) Section 105.5.51 of the California Fire Code is amended, to read:

105.5.51 Waste handling and wrecking yards. An operational permit is required for the operation of automobile wrecking yards, junk yards, combustible waste material or combustible recycled material handling facilities.

(8) Section 105.5.52 of the California Fire Code is amended, to read:

105.5.52 Wood, manure and organic product storage. An operational permit is required to store or process wood chips, hogged material, lumber, plywood, manure, compost or other combustible organic products in excess of 200 cubic feet (6 m³).

(9) Section 105.6.3A is added to the San Bernardino County Fire Protection District Fire Code, to read:

105.6.3A Dust Collection Systems. A construction permit is required for the installation or modification of Dust Collection System as regulated by Chapter 22.

(10) Section 105.6.3B is added to the San Bernardino County Fire Protection District Fire Code, to read:

105.6.3B Electrified Security Fence. A construction permit is required for installation of or modification to an electrified security fence. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

(11) Section 105.6.17 is added to the San Bernardino County Fire Protection District Fire Code, to read:

105.6.17 Plant Extraction Systems. A construction permit is required for installation of or modification to plant extraction systems. Maintenance performed in accordance with this Code is not considered to be a modification and does not require a permit.

(12) Section 105.6.18 is added to the San Bernardino County Fire Protection District Fire Code, to read:

1 **105.6.18 Private Fire Hydrants.** A construction permit is required for installation
2 of or modification to private fire hydrants. Maintenance performed in accordance with this
3 Code is not considered to be a modification and does not require a permit.

4 (13) Section 105.6.18A is added to the San Bernardino County Fire
5 Protection District Fire Code, to read:

6 **105.6.18A Refrigeration Unit or System.** A construction permit is required to
7 install or modify a mechanical refrigeration unit or system regulated by Section 605.

8 (14) Section 105.6.19 is added to the San Bernardino County Fire
9 Protection District Fire Code, to read:

10 **105.6.19 Smoke Control or Smoke Exhaust Systems.** Construction permits are
11 required for installation of or alteration to smoke control or smoke exhaust systems.
12 Maintenance performed in accordance with this code is not considered to be an alteration
13 and does not require a permit.

14 (b) The following definitions in Chapter 2, Section 202 of the California Fire
15 Code are amended, by adding or amending the following definitions, as follows:

16 **AGRICULTURAL BURNING.** The open burning of waste vegetation produced by
17 the growing or harvesting of crops in agricultural operation.

18 **ALL WEATHER DRIVING SURFACE.** Concrete, asphalt, or any other surface,
19 as determined by a qualified engineer licensed by the State of California, to adequately
20 support the imposed load of a fire apparatus and meets the intent of this Code.

21 **BARBECUE GRILL.** (Also known as a barbeque or BBQ). A portable or fixed
22 device, constructed of non-combustible material, for the primary purpose of cooking food
23 over a liquefied petroleum-, natural gas-, wood- or charcoal-fueled fire.

24 **BARBECUE PIT.** A trench or depression in the ground in which wood or other
25 clean solid fuel is burned to produce a bed of hot coals for the sole purpose of cooking.

26 **BONFIRE.** An outdoor open fire having a total fuel area greater than 3 feet in
27 width, length or diameter or 2 feet in height, and is used for pleasure, religious,
28 ceremonial, cooking, warmth or other similar purposes.

1 **DEPARTMENT.** Department includes the San Bernardino County Fire Protection
2 District and any other recognized fire department or agency.

3 **DISTRICT.** The San Bernardino County Fire Protection District.

4 **DRIVEWAY.** A privately owned, vehicular access road having a minimum
5 unobstructed width of 12 feet (3658 mm) that serves no more than two Group R, Division
6 3 or accessory Group U occupancies.

7 **FIRE CHIEF/FIRE WARDEN.** The chief officer of the San Bernardino County Fire
8 Protection District, or a duly authorized representative.

9 **FIRE CODE OFFICIAL.** The Fire Chief/Fire Warden of the San Bernardino County
10 Fire Protection District or a duly authorized representative charged with the administration
11 and enforcement of this Code.

12 **OPEN BURNING.** Opening burning shall have the same meaning as Open Fire
13 as defined in this Section.

14 **OPEN FIRE.** Any outdoor fire including the open burning of a solid fuel, such as
15 a barbecue grill, barbecue pit, bonfire, recreational fire, agricultural burning or residential
16 burning, wherein products of combustion are emitted directly into the ambient air without
17 passing through a stack or chimney from an enclosed chamber, as regulated by Section
18 26 of this Code. Open burning does not include road flares, smudge pots, and other
19 similar devices associated with safety or occupational uses or the use of portable
20 outdoor fireplaces or outdoor ovens.

21 **PERSON.** Individuals, businesses, general partnerships, limited partnerships,
22 joint ventures, corporations, trust, concern, organization, state and local government
23 entities, heirs, executors, administrators, receivers, or assigns, agents of the aforesaid,
24 and every other legal entity or association having legal obligations subject to the
25 provisions of this Code.

26 **PORTABLE OUTDOOR FIREPLACE.** A portable, outdoor, solid-, liquid-, or gas
27 fuel burning fireplace constructed of steel, concrete, clay or other non-combustible
28 materials and specifically designed for the containment of fire. A portable outdoor

1 fireplace may have an open design or may have a small hearth opening with a short
2 chimney or opening in the top.

3 **RECREATIONAL FIRE.** An outdoor open fire burning clean materials other than
4 rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace,
5 portable outdoor fireplace, barbecue grill or barbecue pit, and has a total fuel area equal
6 to or less than 3 feet in width, length or diameter and 2 feet in height for pleasure, religious,
7 ceremonial, cooking, warmth or other, similar purposes. Recreational fires also include
8 any campfire or fire ring.

9 **RESIDENTIAL BURNING.** The open burning of waste vegetation, tree and yard
10 trimmings or similar for disposal on residential privately-owned property. For the
11 purposes of this Code, Residential Burning shall also include the burning of similar items
12 at commercial properties and on vacant properties.

13 **STAND ALONE RESIDENTIAL AUTOMATIC SPRINKLER SYSTEM.** An
14 approved fire sprinkler system, that conforms to Section 903.3.1.1, 903.3.1.2, or 903.3.1.3
15 of this Code, NFPA standards 13 R or 13 D, and San Bernardino County Fire Protection
16 District Fire Prevention Standards, and is supplied by a water source independent from a
17 municipal water distribution system.

18 **WILDFIRE RISK AREA.** Land that is covered with flammable/combustible
19 vegetation, whether privately or publicly owned, which is so situated or is of such
20 inaccessible location that a fire originating upon it would present an abnormally difficult
21 job of suppression or would result in great or unusual damage through fire. For the
22 purposes of this Code, the following areas shall be a Wildfire Risk Area: (1) any land
23 located within a Fire Safety Overlay or Fire Hazard Overlay as identified in the San
24 Bernardino County Development Code or in the ordinances or municipal code of an
25 incorporated City within the District; (2) a Very High Fire Hazard Severity Zone as
26 designated by the California Department of Forestry and Fire Protection (Cal FIRE,); or
27 (3) a No Fireworks Zone.

28 (c) The following sections of Chapter 3 of the San Bernardino County Fire

Protection District Fire Code are added or amended, as follows:

(1) Section 305.3 is added to the San Bernardino County Fire Protection District Fire Code, to read:

305.3 Open-flame warning devices. Open-flame warning devices shall not be used along an excavation, road or any other place where the dislodgment of such device may permit the device to roll, fall or slide onto any area or land containing combustible materials.

Exception: This section shall not apply to public safety personnel acting in the performance of their duties.

(2) Section 305.6 is added to the San Bernardino County Fire Protection District Fire Code, to read:

305.6 Spark arrestors. Each chimney used in conjunction with a fireplace, portable outdoor fireplace, or other heating appliance in which solid fuel is burned, shall be maintained with an approved spark arrester. The spark arrester shall have heat and corrosion resistance equivalent to 12-gauge wire, 19-gauge galvanized wire or 24-gauge stainless steel. Openings shall not permit the passage of spheres having a diameter larger than one-half inch (13 mm) maximum and shall not block the passage of spheres having a diameter of less than three-eighths inch (10 mm). The screen shall be mounted in or over all outside flue openings in a vertical or near vertical position, adequately supported to prevent movement and shall be visible from the ground. All spark arrestors shall be accessible and removable for cleaning.

(3) Section 308.1 is added to the San Bernardino County Fire Protection District Fire Code, to read:

308.1 General. Notwithstanding any other provision of this Code, open flames, fire and burning on all premises shall be in accordance with Section 26 of this Code and Title 19 CCR Sections 3.25(a) and (b).

(4) Section 308.1.3 is added to the San Bernardino County Fire Protection District Fire Code, to read:

1 **308.1.3 Use of torches.** Torches and other flame-producing devices shall not be
2 used to remove paint from any structure or weeds from any premises. Notwithstanding
3 any other provision of this Code, persons utilizing a torch or other flame-producing device
4 for melting asphalt or for welding or cutting shall provide a minimum of one portable fire
5 extinguisher complying with Section 906 and with a minimum of a 4-A rating, or two
6 portable fire extinguishers, each with a minimum of a 2-A rating, or a water hose
7 connected to a working water source. The person conducting the burning or asphalt
8 melting shall remain at the location for a minimum of one hour after the torch or flame-
9 producing device is utilized.

10 (5) Section 308.1.4 is added to the San Bernardino County Fire
11 Protection District Fire Code, to read:

12 **308.1.4 Open-Flame Cooking Devices.** Charcoal burners, barbecues,
13 and other open-flame cooking devices shall be in accordance with Section 26 of this
14 Code.

15 (6) Section 308.1.6 is added to the San Bernardino County Fire
16 Protection District Fire Code, to read:

17 **308.1.6 Open-flame devices.** Torches and other devices, machines or processes
18 liable to start or cause fire shall not be operated or used in or upon Wildfire Risk Areas,
19 except by a permit in accordance with Section 105 secured from the fire code official.

20 **Exception:** Use within inhabited premises or designated campsites
21 that are not less than 30 feet (9144 mm) from grass-, grain-, brush- or forest-covered
22 areas.

23 (7) Section 308.1.6.1 is added to the San Bernardino County Fire
24 Protection District Fire Code, to read:

25 **308.1.6.1 Signals and markers.** Flame-employing signaling devices, such flare
26 guns, lanterns, or road flares shall not be operated or used as a signal or marker in or
27 upon Wildfire Risk Areas.

28 **Exception:** The proper use of fusees at the scene of emergencies

1 or as required by standard railroad operating procedures.

2 (8) Section 308.1.6.3 is added to the San Bernardino County Fire
3 Protection District Fire Code, to read:

4 **308.1.6.3 Sky lanterns Prohibited.** The release or the failure to prevent the
5 release of sky lanterns into the air without an effective means of control is prohibited within
6 the jurisdiction of the San Bernardino County Fire Protection District.

7 **Exception:** Sky lanterns used for scientific or research purposes
8 when reasonable precautions are made to prevent loss of control or the ignition of
9 surrounding combustibles. Persons releasing Sky Lanterns used for scientific or research
10 purposes shall first submit a plan outlining the scientific or research purpose and shall
11 obtain a permit and specific conditions from the fire code official.

12 (9) Section 308.2 is added to the San Bernardino County Fire Protection
13 District Fire Code, to read:

14 **308.2 Permits required.** Permits shall be obtained from the fire code official in
15 accordance with Section 105.6 prior to engaging in the following activities involving open
16 flames:

- 17 1. Use of open flames in connection with assembly occupancies.

18 **Exception:** The use of candles.

- 19 2. Use or operation of open flames, torches or other devices, machines
20 or processes liable to cause fire in or upon Wildfire Risk Areas.

21 (10) Sections 309.1-309.7 are added to the San Bernardino County Fire
22 Protection District Fire Code, to read:

23 **SECTION 309**

24 **POWERED INDUSTRIAL TRUCKS AND EQUIPMENT**

25 **309.1 General.** Powered industrial trucks and similar equipment including, but not
26 limited to, floor scrubbers and floor buffers, shall be operated and maintained in
27 accordance with Section 309.2 through 309.7.

28 **309.2 Use in hazardous (classified) locations.** Powered industrial trucks used

1 in areas designated as hazardous (classified) in accordance with the California Electrical
2 Code shall be listed and labeled for use in the environment intended in accordance with
3 National Fire Protection Association Standard 505.

4 **309.3 Battery chargers.** Battery chargers shall be of an approved type.
5 Combustible storage shall be kept not less than 3 feet (915 mm) from battery chargers.
6 Battery charging shall not be conducted in areas accessible to the public.

7 **309.4 Ventilation.** Ventilation shall be provided in an approved manner in battery-
8 charging areas to prevent a dangerous accumulation of flammable gases.

9 **309.5 Fire extinguishers.** Battery-charging areas shall be provided with a fire
10 extinguisher complying with Section 906 having a minimum 4-A:20-B:C rating within 20
11 feet (6096 mm) of the battery charger.

12 **309.6 Refueling.** Powered industrial trucks using liquid fuel, LP-gas or hydrogen
13 shall be refueled outside of buildings or in areas specifically approved for that purpose.
14 Fixed fuel dispensing equipment and associated fueling operations shall be in accordance
15 with Chapter 23. Other fuel-dispensing equipment and operations, including cylinder
16 exchange for LP-gas-fueled vehicles, shall be in accordance with Chapter 57 for
17 flammable and combustible liquids or Chapter 61 for LP-gas.

18 **309.7 Repairs.** Repairs to fuel systems, electrical systems and repairs utilizing
19 open flame or welding shall be done in approved locations outside of buildings or in areas
20 specifically approved for that purpose.

21 (11) Sections 311.1- 311.4 are added to the San Bernardino County Fire
22 Protection District Fire Code, to read:

23 **311.1 General.** Temporarily unoccupied buildings, structures, premises, or
24 portions thereof, including tenant spaces, shall be safeguarded and maintained in
25 accordance with this section, the California Building Code and the San Bernardino County
26 Code.

27 **311.1.1 Abandoned premises.** Buildings, structures and premises for which an
28 owner cannot be identified or located by dispatch of a certificate of mailing to the last

1 known or registered address, which persistently or repeatedly become unprotected or
2 unsecured, which have been occupied by unauthorized persons or for illegal purposes,
3 or which present a danger of structural collapse or fire spread to adjacent properties shall
4 be considered abandoned, declared unsafe and abated by demolition or rehabilitation in
5 accordance with the California Building Code and the International Property Maintenance
6 Code as adopted by the local Building Department.

7 **311.1.2 Tenant spaces.** Storage and lease plans required by this Code shall be
8 revised and updated to reflect temporary or partial vacancies.

9 **311.2 Safeguarding vacant premises.** Temporarily unoccupied buildings,
10 structures, premises or portions thereof shall be secured and protected in accordance
11 with Sections 311.2.1 through 311.2.3.

12 **311.2.1 Security.** Exterior and interior openings accessible to other tenants or
13 unauthorized persons shall be boarded, locked, blocked or otherwise protected to prevent
14 entry by unauthorized individuals. The fire code official is authorized to placard, post
15 signs, erect barrier tape or take similar measures as necessary to secure public safety.

16 **311.2.2 Fire protection.** Fire alarm, sprinkler and standpipe systems shall be
17 maintained in an operable condition at all times.

18 **Exceptions:**

19 1. Where the premises have been cleared of all combustible
20 materials and debris and, in the opinion of the fire code official, the type of construction,
21 fire separation distance and security of the premises do not create a fire hazard.

22 2. Where approved by the fire code official, buildings that will not
23 be heated and where fire protection systems will be exposed to freezing temperatures,
24 fire alarm and sprinkler systems are permitted to be placed out of service and standpipes
25 are permitted to be maintained as dry systems (without an automatic water supply),
26 provided the building has no contents or storage, and windows, doors and other openings
27 are secured to prohibit entry by unauthorized persons.
28

1 3. Where approved by the fire code official, fire alarm and
2 sprinkler systems are permitted to be placed out of service in seasonally occupied
3 buildings that will not be heated and where fire protection systems will be exposed to
4 freezing temperatures; and where fire areas do not exceed 5,000 square feet (464 m2);
5 and that do not store motor vehicles or hazardous materials.

6 **311.2.3 Fire separation.** Fire-resistance-rated partitions, fire barriers and fire
7 walls separating vacant tenant spaces from the remainder of the building shall be
8 maintained. Openings, joints and penetrations in fire-resistance-rated assemblies shall
9 be protected in accordance with Chapter 7.

10 **311.3 Removal of combustibles.** Persons owning, or in charge or control of, a
11 vacant building or portion thereof, shall remove therefrom all accumulations of
12 combustible materials, flammable or combustible waste or rubbish and shall securely lock
13 or otherwise secure doors, windows and other openings to prevent entry by unauthorized
14 persons. The premises shall be maintained clear of waste or hazardous materials.

15 **Exceptions:**

16 1. Buildings or portions of buildings undergoing additions,
17 alterations, repairs or change of occupancy in accordance with the California Building
18 Code, where waste is controlled and removed as required by Section 304.

19 2. Seasonally occupied buildings.

20 **311.4 Removal of hazardous materials.** Persons owning or having charge or
21 control of a vacant building containing hazardous materials regulated by Chapter 50 shall
22 comply with the facility closure requirements of Section 5001.6.

23 (12) Section 315.7 of the California Fire Code is amended, to read:

24 **315.7 Outdoor pallet storage.** The outside storage of combustible pallets shall
25 comply with sections 315.7 – 315.7.7 and San Bernardino County Fire Protection District
26 Fire Prevention Standards. Pallets stored within a building shall be protected in
27 accordance with Chapter 32. Outdoor storage of pallets at pallet manufacturing and/or
28 recycling facilities shall be in accordance with Section 2810.

1 **315.7.1 Storage beneath overhead projections from buildings.** Where
2 buildings are equipped throughout with an automatic sprinkler system, the outdoor storage
3 of pallets under eaves, canopies or other projections or overhangs are prohibited except
4 where automatic sprinklers are installed under such eaves, canopies or other projections
5 or overhangs.

6 **315.7.2 Distance to the lot line.** Pallet storage shall not be located within 20 feet
7 (6096 mm) of a lot line.

8 **315.7.3 Storage Height.** Pallet storage shall not exceed 16 feet (4877 mm) in
9 height.

10 **315.7.4 Pallet pile stability and size.** Pallet stacks shall be arranged to form
11 stable piles. Individual pallet piles shall not exceed 20 feet (6096 mm) in width and 20
12 feet (6096 mm) in length. Piles shall not exceed 6,400 cubic feet (227 m³) in volume and
13 shall cover an area not greater than 400 square feet (37 m²).

14 **315.7.5 Pallet types.** Pallets shall be all wood, with slatted or solid top or bottom,
15 with metal fasteners, or shall be plastic or composite pallets, listed and labeled in
16 accordance with the UL 2335 or FM 4996. Plastic pallets shall be both solid and gridded
17 deck, independent of the pallet manufacturing process, type of resin used in fabrication
18 or geometry of the pallet.

19 **315.7.6 Pile separation distances.** In addition to the other requirements of this
20 section, pallet stacks and piles shall be separated in accordance with sections 315.7.6.1
21 and 315.7.6.2.

22 **315.7.6.1 Building separation.** Pallet stacks and piles shall be separated from
23 buildings in accordance with Table 315.7.6(1) for wood pallets and Tables 315.7.6(2) for
24 plastic pallets.

25 **315.7.6.2 Separation from the other pallets and on-site storage.** Pallets shall
26 be separated from other pallet piles and other storage in accordance with Table
27 315.7.6(3) for wood pallets and Table 315.7.6(4) for plastic pallets.

28 **315.7.7 Prohibited locations.** Pallets shall not be stored within 100 feet (30480

mm) of welding or cutting equipment, underneath high-voltage transmission lines, public roadways or railways.

(13) Section 315.8 is added to the San Bernardino County Fire Protection District Fire Code, to read:

315.8 Outside storage of firewood. The outside storage of firewood shall comply with the provisions of Section 315 of this Code, and San Bernardino County Fire Protection District Fire Prevention Standards.

(14) Section 315.9 is added to the San Bernardino County Fire Protection District Fire Code, to read:

315.9 Storage of motor vehicles and trailers. Outside storage of automobiles, trucks, recreational vehicles, truck trailers and other similar vehicles on a temporary basis shall meet the requirements of the San Bernardino County Fire Protection District Fire Prevention Standards.

(15) Section 316.7 is added to the San Bernardino County Fire Protection District Fire Code, to read:

316.7 Electrified fences. Electrified fences or other barriers intended to secure a premise shall have provided a means of disconnecting all electrical power and de-energizing any and all barriers with a single main switch. The main electrical disconnect switch shall be clearly labeled and be accessible for firefighter use by means of a key switch, locked cabinet, or other means approved by the fire code official. Such electrified fences or barriers shall be clearly labeled with warning signs that read "DANGER – ELECTRIC FENCING" at a minimum of every 100 feet (30,480 m) apart around the perimeter.

(d) The following sections of Chapter 4 of the San Bernardino County Fire Protection District Fire Code are added or amended, as follows:

(1) Sections 403.11 - 403.11.3.3 are added to the San Bernardino County Fire Protection District Fire Code, to read:

1 **403.11 Special requirements for public safety.** Special requirements for public
2 safety shall be in accordance with Sections 403.11.1 through 403.11.3.3.

3 **403.11.1 Fire watch personnel.** Where, in the opinion of the fire code official, it
4 is essential for public safety in a place of assembly or any other place where people
5 congregate, because of the nature of the performance, exhibition, display, contest or
6 activity, the owner, agent or lessee shall provide one or more fire watch personnel, as
7 required and approved. Fire watch personnel shall comply with Sections 403.11.1.1 and
8 403.11.1.2 and San Bernardino County Fire Protection District Fire Prevention Standards.

9 **403.11.1.1 Duty times.** Fire watch personnel shall remain on duty while places
10 requiring a fire watch are open to the public, or when an activity requiring a fire watch is
11 being conducted.

12 **403.11.1.2 Duties.** On-duty fire watch personnel shall have the following
13 responsibilities:

- 14 1. Keep diligent watch for fires, obstructions to means of egress
15 and other hazards.
- 16 2. Take prompt measures for remediation of hazards and
17 extinguishment of fires that occur.
- 18 3. Take prompt measures to assist in the evacuation of the
19 public from the structures.

20 **403.11.2 Public safety plan for gatherings.** Where the fire code official
21 determines that an indoor or outdoor gathering of persons has an adverse impact on
22 public safety through diminished access to buildings, structures, fire hydrants or fire
23 apparatus access roads or where such gatherings adversely affect public safety services
24 of any kind, the fire code official shall have the authority to order the development of or
25 prescribe a public safety plan that provides an approved level of public safety and
26 addresses the following items:

- 27 1. Emergency vehicle ingress and egress.
- 28 2. Provisions for maintaining fire protection equipment.

3. Emergency egress or escape routes.
4. Emergency medical services facilities and personnel.
5. Public assembly areas.
6. The directing of both attendees and vehicles, including the parking of vehicles.
7. Vendor and food concession distribution.
8. The need for the presence of law enforcement.
9. The need for fire department apparatus or personnel available on the site, provided owner, agent, or lessee's expense, as required by the fire code official.
10. The need for a weather monitoring person.
11. The need for qualified crowd managers meeting the requirements of section 403.11.3 through 403.11.3.3.

403.11.3 Crowd managers. Where required by the fire code official, crowd managers shall be provided in accordance with sections 403.11.3.1 through 403.11.3.3.

403.11.3.1 Number of crowd managers. Not fewer than two trained crowd managers, and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the gathering.

Exception: The number of crowd managers shall be reduced where, in the opinion of the fire code official, the fire protection provided by the facility and the nature of the event warrant a reduction.

403.11.3.2 Training.

Training for crowd managers shall be a certification from the National Association of State Fire Marshals (NASFM) or an equivalent training and certification program as approved by the fire code official.

403.11.3.3 Duties.

The duties of crowd managers shall include, but not be limited to:

1. Conduct an inspection of the area of responsibility and identify

and address any egress barriers.

2. Conduct and inspection of the area of responsibility to identify and mitigate any fire hazards.
3. Verify compliance with all permit conditions
4. Direct and assist the event attendees in evacuation during an emergency.
5. Direct emergency response personnel to a location when requested.
6. Other duties required by the fire code official.
7. Other duties as specified in the fire safety plan.

(e) The following sections of Chapter 5 of the San Bernardino County Fire Protection District Fire Code are added or amended, as follows:

(1) Sections 503.1-503.5.1 are added to the San Bernardino County Fire Protection District Fire Code, to read:

SECTION 503

FIRE APPARATUS ACCESS ROADS

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45720 mm) where any of the following conditions occur:

1.1. Unless required by another section of this Code, the

1 building is equipped throughout with an approved automatic sprinkler system installed in
2 accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

3 1.2. Fire apparatus access roads cannot be installed
4 because of location on property, topography, waterways, nonnegotiable grades or other
5 similar conditions, and an approved alternative means of fire protection is provided.

6 1.3. There are not more than two Group R-3 or Group U
7 occupancies.

8 2. Where approved by the fire code official, fire apparatus
9 access roads shall be permitted to be exempted or modified for solar photovoltaic power
10 generation facilities.

11 **503.1.2 Additional access.** The fire code official is authorized to require more
12 than one fire apparatus access road based on the potential for impairment of a single
13 road by vehicle congestion, condition of terrain, climatic conditions or other factors that
14 could limit access.

15 **503.1.3 High Piled Storage.** Fire department vehicle access to buildings used for
16 high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

17 **503.2 Specifications.** Fire apparatus access roads shall be designed,
18 constructed and maintained in accordance with Sections 503.2.1 through 503.2.8. and
19 San Bernardino Fire Protection District Fire Prevention Standards.

20 **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed
21 width of not less than 26 feet (7925 mm), except for approved security gates in
22 accordance with Section 503.6, and an unobstructed vertical clearance of not less than
23 14 feet, 6 inches (4420 mm.) Roadways that provide fire apparatus access to buildings
24 that have exterior walls 30 feet or higher from the lowest level of fire department access
25 to the top of the highest roof or parapet, or having occupied floors that are three or more
26 stories above such adjacent roadways shall have an unobstructed width of 30 feet (9144
27 mm.)

28 **Exceptions:**

1 1. Emergency vehicle access roads designed and provided
2 exclusively for fire department use may have an unobstructed width of not less than 20
3 feet (6096 mm) when approved by the fire code official.

4 2. Driveways and private roadways providing fire department
5 access to not more than two Group R-3 and accessory Group U occupancies shall be a
6 minimum of 12 feet (3657 mm) in width.

7 3. Required access road dimensions may be modified according
8 to the San Bernardino County Fire Protection District Fire Prevention Standards when,
9 due to location on property, topography, waterways, nonnegotiable grades or other similar
10 conditions, the fire code official determines that the conditions cannot be met. In no case
11 shall fire department access roads within State Responsibility areas (SRA) be less than
12 20 feet (6096 mm) in unobstructed width.

13 **503.2.2 Authority.** The fire code official shall have the authority to require or
14 permit modifications to the required access widths and heights where they are inadequate
15 for fire or rescue operations or where necessary to meet public safety objectives.

16 **503.2.3 Surface.** Fire apparatus access roads shall be designed and maintained
17 to support the imposed loads of fire apparatus weighing at least 75,000 pounds and shall
18 be surfaced so as to provide all-weather driving capabilities.

19 **Exceptions:**

20 1. Where road grades do not exceed eight percent (8%), and
21 where serving only one or two-family dwellings or accessory Group U occupancies, the
22 fire code official may approve existing roads constructed with approved native materials
23 or other earthen materials compacted to eighty-five percent (85%) compaction.

24 2. The fire code official is authorized to allow alternate fire
25 apparatus roadway surfaces designed or evaluated by a qualified professional engineer
26 and demonstrating an equivalent reliability and safety.

27 **503.2.4 Turning Radius.** The required turning radius of a fire apparatus access
28 road shall comply with San Bernardino Fire Protection District Fire Prevention Standards

as determined by the fire code official.

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length (45,720 mm) shall be provided with an approved area for turning around fire apparatus that complies with San Bernardino Fire Protection District Fire Prevention Standards.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

503.2.7 Grade. The grade of a fire apparatus access road or driveway shall be a maximum of twelve percent (12%).

Exceptions:

1. The grade of a fire apparatus access road or driveway may be increased to fourteen percent (14%) for a distance not to exceed 500 feet with the approval of the fire code official.

2. The grade of a driveway providing fire access to no more than two (2) one- or two-family dwelling may be increased to a maximum of sixteen percent (16%) for a distance not to exceed 500 feet in areas in which the Hillside Grading Standards pursuant to Chapter 83.08 of the San Bernardino County Development Code apply and with the approval of the fire code official.

3. Where more restrictive local city requirements apply.

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall comply with the San Bernardino County Fire Protection District Fire Prevention Standards.

1 **503.3 Marking.** Where required by the fire code official, approved signs and
2 markings that include the words "NO PARKING—FIRE LANE" and that comply with San
3 Bernardino County Fire Protection District Fire Prevention Standards shall be provided
4 for fire apparatus access roads to identify such roads or prohibit the obstruction thereof.
5 The means by which fire lanes are designated shall be maintained in a clean and legible
6 condition at all times and be replaced or repaired when necessary to provide adequate
7 visibility.

8 **503.4 Obstruction of fire apparatus access roads.** Fire apparatus access roads
9 shall not be obstructed in any manner, including the parking of vehicles. The minimum
10 widths and clearances established in Section 503.2.1 and 503.2.2 shall be maintained at
11 all times. Any condition that serves as an impediment to fire access, or any vehicle or
12 other obstruction to fire access may be removed at the orders of the fire code official or
13 other governing agency in cooperation with the fire code official, with the expense of such
14 removal to be paid by the owner of the roadway, or of said vehicle or obstruction.

15 **503.4.1 Traffic calming devices.** Traffic calming devices shall be prohibited
16 unless approved by the fire code official in accordance with the San Bernardino County
17 Fire Protection District Fire Prevention Standards.

18 **503.5 Required gates or barricades.** The fire code official is authorized to require
19 the installation and maintenance of gates or other approved barricades across fire
20 apparatus access roads, trails or other access ways, not including public streets, alleys
21 or highways. Electric gate operators, where provided, shall be listed in accordance with
22 UL 325. Gates intended for automatic operation shall be designed, constructed and
23 installed to comply with the requirements of ASTM F 2200 and the San Bernardino County
24 Fire Protection District Fire Prevention Standards.

25 **503.5.1 Secured gates and barricades.** Where required, gates and barricades
26 shall be secured in an approved manner. Roads, trails and other access ways that have
27 been closed and obstructed in the manner prescribed by Section 503.5 shall not be
28 trespassed on or used unless authorized by the owner and the fire code official.

1 **Exception:** The restriction on use shall not apply to public officers
2 acting within the scope of duty.

3 (2) Section 503.6 is added to the San Bernardino County Fire Protection
4 District Fire Code, to read:

5 **503.6 Security gates.** The installation of security gates across a fire apparatus
6 access road shall be approved by the fire code official. Where security gates are installed,
7 they shall have an approved means of emergency operation. The security gates and the
8 emergency operation shall be maintained operational at all times. Electric gate operators,
9 where provided, shall be listed in accordance with UL 325. Gates intended for automatic
10 operation shall be designed, constructed and installed to comply with the requirements of
11 ASTM F 2200 and the San Bernardino County Fire Protection District Fire Prevention
12 Standards.

13 (3) Section 504.5 is added to the San Bernardino County Fire Protection
14 District Fire Code, to read:

15 **504.5 Foam cornices.** Buildings with cornices or other trim at the edge of a roof or
16 parapet wall made of expanded foam plastic or other similar materials shall be installed in
17 accordance with San Bernardino County Fire Protection District Fire Prevention
18 Standards in order to allow a stable, rigid surface or edge on which a ladder can be used
19 to access the roof.

20 (4) Sections 505.1-505.2 are added to the San Bernardino County
21 Fire Protection District Fire Code, to read:

22 **SECTION 505**

23 **PREMISES IDENTIFICATION**

24 **505.1 Address identification.** New and existing buildings shall be provided with
25 approved address identification in accordance with this section and San Bernardino
26 County Fire Protection District Standards. The address identification shall be legible and
27 placed in a position that is visible from the street or road fronting the property. Address
28 identification characters shall contrast with their background. Address identification shall

1 be Arabic numerals or alphabetical letters. Numbers shall not be spelled out. Each
2 character shall be not less than 4 inches (102 mm) high with a minimum stroke width of
3 ½ inch (12.7 mm). Where required by sections 505.1.1 – 505.1.6, address identification
4 shall be provided in additional approved locations to facilitate emergency response.
5 Address identification shall be maintained.

6 **505.1.1 One and two family dwelling units.** All one and two family dwelling units
7 shall, in addition to the requirements of section 505.1, be provided with address
8 identification in accordance with all of the following:

9 1. Electrically illuminated by an internal low-voltage light source
10 during the hours of darkness.

11 2. Where building setbacks exceed 100 feet (30.5 m) from the
12 street, or where addresses on dwelling units would not be visible or would otherwise be
13 obstructed, additional non-illuminated address identification shall be displayed on a
14 monument, sign or other approved means used to identify structures.

15 **505.1.2 Buildings less than 100,000 square feet, other than one- and two-**
16 **family dwelling units.** All buildings less than 100,000 square feet (9290 m²) in area,
17 other than one- and two-family dwelling units, shall, in addition to the requirements of
18 Section 505.1, be provided with address identification in accordance with all of the
19 following:

20 1. Electrically illuminated by an internal or external source during
21 the hours of darkness.

22 2. Not less than eight inches (204 mm) in height, with a minimum
23 stroke width of 1 inch (25.5 mm).

24 3. Where building setbacks exceed 200 feet (61 m) from the
25 street, or where address identification would not be visible or would otherwise be
26 obstructed, additional non-illuminated address identification shall be displayed on a
27 monument, sign or other approved means used to identify structures. Address
28 identification characters shall not be less than six inches (153 mm) in height, with a

1 minimum stroke width of 0.75 inches (19 mm).

2 **505.1.3 Buildings 100,000 square feet or larger, other than one- and two-**
3 **family dwelling units.** All buildings 100,000 square feet (9290 m²) or larger in area,
4 other than one- and two-family dwelling units, shall, in addition to the requirements of
5 Section 505.1, be provided with address identification in accordance with all of the
6 following:

7 1. Electrically illuminated by an internal or external source during
8 the hours of darkness.

9 2. Not less than twelve inches (306 mm) in height, with a
10 minimum stroke width of 1.5 inch (38 mm).

11 3. Where building setbacks exceed 200 feet (61 m) from the
12 street, or where address identification would not be visible or would otherwise be
13 obstructed, additional non-illuminated address identification shall be displayed on a
14 monument, sign or other approved means used to identify structures. Address
15 identification characters shall not be less than six inches (153 mm) in height, with a
16 minimum stroke width of 0.75 inches (19 mm).

17 **505.1.4 Illuminated directory.** When required by the fire code official, new
18 multiple dwelling unit complexes of 20 or more units shall be provided with an illuminated
19 directory at each entry, clearly visible to emergency responders entering the property.
20 The directory shall comply with San Bernardino County Fire Protection District Fire
21 Prevention Standards and shall consist of a diagrammatic representation of the complex
22 which shows the location of the viewer and the unit designations within the complex.

23 **505.1.5 Individual units.** Individual dwelling units other than one- and two-family
24 dwellings, and tenant lease spaces within buildings shall be posted with address
25 identification on each unit. Addresses shall be easily visible to approaching vehicular or
26 pedestrian traffic and shall comply with section 505.1 and the San Bernardino County Fire
27 Protection District Fire Prevention Standards.

28 **505.1.6 Rear addressing.** Buildings which have vehicular access to the rear side

1 by means of a drive aisle alley, or parking lot shall also display address identification on
2 the rear of the building and the San Bernardino County Fire Protection District Standards.

3 **505.2 Street or road name signs.** The names of streets or roads shall be
4 identified with approved signs. Temporary street or road name signs meeting the San
5 Bernardino County Fire Protection District Fire Prevention Standards shall be installed at
6 each street intersection when construction of new roadways allows passage by vehicles
7 and shall be maintained until replaced by permanent signs.

8 (5) Sections 506.1-506.2 are added to the San Bernardino County Fire
9 Protection District Fire Code, to read:

10 **SECTION 506**

11 **KEY BOXES**

12 **506.1 Where required.** Where access to or within a structure or an area is
13 restricted because of secured openings or where immediate access is necessary for life-
14 saving or fire-fighting purposes, the fire code official is authorized to require one or more
15 key boxes to be installed in an approved location(s). The key box(es) shall be of an
16 approved type in accordance with San Bernardino County Fire Protection District Fire
17 Prevention Standards and shall contain keys to gain necessary access as required by the
18 fire code official.

19 **506.1.1 Locks.** An approved lock or entry device meeting San Bernardino County
20 Fire Protection District Fire Prevention Standards shall be installed on gates or similar
21 barriers across fire department access roads where required by the fire code official.

22 **506.2 Key box maintenance.** The operator of the building shall immediately notify
23 the fire code official and provide the new key where a lock is changed or rekeyed. The
24 key to such lock shall be secured in the key box.

25 (6) Section 507.1 of the California Fire Code is amended, to read:

26 **SECTION 507**

27 **FIRE PROTECTION WATER SUPPLIES**

28 **507.1 Required water supply.** An approved water supply capable of supplying

1 the required fire flow for fire protection shall be provided to premises upon which facilities,
2 buildings or portions of buildings are hereafter constructed or moved into or within the
3 jurisdiction. In areas without a water purveyor capable of supplying the required water
4 supply, National Fire Protection Association Standard 1142 (current edition) shall be used
5 to establish on-site water storage capacities, when allowed by the fire code official.

6 **Exception:**

7 1. When approved by the fire code official, the following shall be
8 permitted in lieu of an adequate water supply when serving not more than two Group R-
9 3 occupancies and accessory Group U occupancies:

10 a) Accessory Group U occupancies shall be a minimum of
11 50 feet (15,240 mm) from all adjacent dwellings and property lines.

12 b) Group R-3 Occupancies shall be equipped with an
13 approved residential fire sprinkler system in accordance with NFPA 13D/CRC313.

14 c) Provide other approved alternate means and
15 methods as approved by the fire code official.

16 (7) Section 507.2.3 is added to the San Bernardino County Fire
17 Protection District Fire Code, to read:

18 **507.2.3 Temporary water supply.** When required by the fire code official, a
19 temporary water supply shall be provided for buildings under construction, prior to such
20 buildings being occupied. Temporary water supplies shall be in accordance with San
21 Bernardino County Fire Protection District Fire Prevention Standards.

22 (8) Section 507.3 of the California Fire Code is amended, to read:

23 **507.3 Fire Flow.** Fire flow requirements for buildings or portions of buildings and
24 facilities shall be determined by an approved method below or by Appendix B.

25 1. When approved by the fire code official, the following shall be considered in
26 lieu of adequate fire flow when serving not more than two Group R-3 occupancies and
27 accessory Group U occupancies:

28 a) Accessory Group U occupancies shall be a minimum

1 50 feet (15,240 mm) from all adjacent dwellings and property lines.

2 b) Group R-3 Occupancies shall be equipped with an
3 approved residential fire sprinkler system in accordance with NFPA 13D/CRC313.

4 c) Provide other approved alternate means and
5 methods as approved by the fire code official.

6 (9) Section 507.5 of the California Fire Code is amended, to read:

7 **507.5. Fire hydrant systems.** Fire hydrant systems shall comply with Sections
8 507.5.1 through 507.5.6 and San Bernardino County Fire Protection District Fire
9 Prevention Standards.

10 (10) Section 507.5.1 of the California Fire Code is amended, to read:

11 **507.5.1 Where required.** Where a portion of the facility or building hereafter
12 constructed or moved into or within the jurisdiction is more than 300 feet (91.5 m) from a
13 hydrant on a fire apparatus access road, as measured by an approved route around the
14 exterior of the facility or building, on-site fire hydrants and mains shall be provided where
15 required by the fire code official.

16 **Exception:** For Group R-3 and attached Group U occupancies, the
17 distance requirement shall not be more than 600 feet (183 m).

18 (11) Section 507.5.1.2 is added to the San Bernardino County Fire
19 Protection District Fire Code, to read:

20 **507.5.1.2 Water supply connections.** New on-site fire hydrant water systems
21 that serve buildings having a single or aggregate floor area of greater than 100,000
22 square feet (9290 m²) shall have a minimum of two separate remote connections to the
23 public water system designed and constructed in accordance with the National Fire
24 Protection Association and the San Bernardino County Fire Protection District Fire
25 Prevention Standards and approved by the fire code official.

26 (12) Section 508.2 is added to the San Bernardino County Fire Protection
27 District Fire Code, to read:

1 **508.2 Fire Control Room.** A fire control room for fire department operations shall
2 be provided in all newly constructed Group F-1, S-1 and S-2 distribution warehouses
3 greater than 300,000 square feet (27870 m²) in floor area. The location and accessibility
4 of the fire control room shall be approved by the fire code official. The fire control room
5 shall be separated from the remainder of the building by walls and ceilings not less than
6 one-hour fire partitions and shall have at least one exterior access door of not less than
7 3'-0" (918 mm) in width by 6'-8" (2040 mm) in height. The room shall be a minimum of
8 96 square feet (9 m²) with a minimum dimension of 8 feet (2438 mm.) The room shall
9 contain the following as a minimum:

10 1. The fire alarm control unit and associated equipment,
11 including an annunciator panel displaying status of sprinkler control valves and water flow
12 detectors.

13 2. Main controls and indicators for mechanical smoke exhaust
14 systems.

15 3. A printed graphic exhibit(s) showing the building floor plan,
16 automatic sprinkler systems, fire alarm systems, smoke exhaust systems, fire department
17 access doors, and any other equipment as required by the fire code official.

18 4. Other firefighting equipment and system controls as required
19 by the fire code official.

20 (13) Section 509.3 is added to the San Bernardino County Fire Protection
21 District Fire Code, to read:

22 **509.3 Access to equipment in multi-unit buildings.** When automatic fire
23 sprinkler systems or fire alarm systems are installed in buildings constructed for multiple
24 tenants and these systems protect multiple tenant spaces, the main risers, fire alarm
25 control panels, and any other main control valves or equipment for such systems; shall
26 be located in an attached or included room separate from any tenant space. Such rooms
27 shall have at least one exterior access door of not less than 3'-0" (918 mm) in width by
28 6'-8" (2040 mm) in height and meet the requirements of Sections 901.4.6-901.4.6.4.

(f) The following sections of Chapter 9 of the San Bernardino County Fire Protection District Fire Code are added or amended, as follows:

(1) Section 901.8.3 is added to the San Bernardino County Fire Protection District Fire Code, to read:

901.8.3 Theft deterrents. The fire code official is authorized to require installation methods, mechanisms, or other technology that will serve to deter theft or tampering with fire protection appliances. Such methods shall be in accordance with the San Bernardino County Fire Protection District Fire Prevention Standards.

(2) Section 903.2 of the California Fire Code is amended, to read:

903.2 Where required. Approved automatic fire sprinkler systems in new buildings and structures shall be provided in the locations described in this section and Sections 903.2.1 through 903.2.21. Notwithstanding any other provision of Sections 903.2.1 through 903.2.21, an approved automatic fire sprinkler system shall be provided throughout all newly constructed buildings of any occupancy group, when the gross floor area is equal to or exceeds 5,000 square feet (465 m²), regardless of fire resistive separation walls.

Exceptions:

1. Group U occupancies, accessory to a Group R-3 one- or two-family dwelling.

2. In existing buildings, other than Group R, Division 3 and Group U occupancies, not equipped with an automatic fire sprinkler system, the following requirements shall apply:

a) When an addition causes the building to exceed 5,000 square feet (465 m²) in gross floor area and such addition is equal to or greater than 50% of the existing square footage, the entire building shall be provided with an automatic sprinkler system.

b) For existing buildings larger than 5,000 square feet (465 m²) in gross floor area, when a change of use occurs that, in the opinion of the fire

code official, increases the risk of fire, or increases the danger to occupants in a fire, the entire building shall be provided with an automatic sprinkler system.

(3) Section 910.2.1 of the California Fire Code is amended, to read:

910.2.1 Group F-1, S-1 and S-2. A mechanical smoke removal system installed in accordance with section 910.4 shall be installed in buildings and portions thereof used as group F-1, S-1 and S-2 occupancy having more than 50,000 square feet (4645m²) of undivided area.

(4) Section 910.2.2 of the California Fire Code is amended, to read:

910.2.2 High-piled combustible storage. Smoke and heat removal required by Table 3206.2 for buildings and portions thereof containing high-piled combustible storage shall be installed in accordance with Section 910.3 in unsprinklered buildings. In buildings and portions thereof containing high-piled combustible storage equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, a mechanical smoke and heat removal system shall be installed in accordance with Section 910.4. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed.

(g) The following section of Chapter 11 of the San Bernardino County Fire Protection District Fire Code is added, as follows:

(1) Section 1103.2 is added to the San Bernardino County Fire Protection District Fire Code, to read:

1103.2 Emergency responder communication coverage in existing buildings. Existing buildings other than Group R-3, that do not have approved in-building, two-way emergency response communication coverage for emergency responders in the building based on existing coverage levels of the public safety communication system, shall be equipped with such coverage according to Section 510.1.

1 **Exception:** Where it is determined by the fire code official that the
2 in-building, two-way emergency responder communication coverage system is not
3 needed.

4 (h) The following sections of Chapter 28 of the San Bernardino County Fire
5 Protection District Fire Code are added or amended, as follows:

6 (1) Section 2808.3 of the California Fire Code is amended, to read:

7 **2808.3 Size of piles.** Piles shall not exceed 12 feet (3657 mm) in height, 150 feet
8 (45 270mm) in width and 250 feet (76 200 mm) in length. Stackable products shall not
9 be stacked in excess of 12 feet (3657 mm) in height, 80 feet (24 384 mm) in width and
10 250 feet (76 200 mm) in length.

11 (2) Section 2808.7.1 is added to the San Bernardino County Fire
12 Protection District Fire Code, to read:

13 **2808.7.1 Pile fire protection, public water supply.** The operator shall provide
14 and maintain approved fire hydrants and waterline mains as required by the fire code
15 official. Water lines may be approved aboveground lines supplied from a reliable water
16 supply with adequate protection against impact and fire flow reaction. Hydrant spacing
17 shall be at 400-foot intervals along primary fire access roadways. Fire flow at each hydrant
18 shall be least 1,000 gallons per minute at 20 psi. Duration of the required fire flow shall
19 be not less than two hours.

20 (3) Section 2808.7.2 is added to the San Bernardino County Fire
21 Protection District Fire Code, to read:

22 **2808.7.2 Pile fire protection, private water supply.** Above-ground water storage
23 tanks may be installed when authorized by the fire code official where public water supply
24 is not adequate to meet fire flow requirements. Volume and duration of the required fire
25 flow shall be as determined by the current edition of NFPA 1142.

26 (4) Sections 2810.1 through 2810.11 of the California Fire Code, is
27 amended, to read:
28

SECTION 2810

OUTDOOR STORAGE OF PALLETS AT PALLET MANUFACTURING AND/OR RECYCLING FACILITIES

2810.1 General. The outside storage of wood pallets and wood composite pallets on the same site as a pallet manufacturing and/or recycling facility shall comply with Sections 2810.2 through 2810.11 and San Bernardino County Fire Protection District Fire Prevention Standards.

2810.2 Site plan. Each site shall maintain an approved site plan that includes a general description of the property, the boundaries of the lot, the size and location of buildings, and all of the following:

1. Utilities.
2. Type of construction and presence of sprinkler protection for all buildings on the site.
3. Locations of all fire hydrants and any other water supply sources for fire-fighting purposes.
4. Locations of any hazards (e.g., flammable liquids, welding, LP gas tanks, and hazardous material storage areas).
5. Location of pallet storage and any other combustibles on the site.
6. Equipment protected with a dust collection system.
7. Fire apparatus access roads.
8. Designated smoking areas.
9. Location of fire alarm control panels.

2810.3 Fire prevention plan. The owner or owner's authorized representative shall prepare an approved fire prevention plan that includes all of the following:

1. Frequency of walk-through inspections to verify compliance with the plan
2. Hot work permit program in accordance with Chapter 35.
3. Preventative maintenance program for equipment associated with pallet activities

1 4. Inspection, testing and maintenance of fire protection systems in
2 accordance with Chapter 9.

3 **2810.4 Fire safety emergency evacuation plan.** The owner or owner's
4 authorized representative shall prepare and train employees in an approved fire safety
5 and emergency evacuation plan in accordance with Chapter 4.

6 **2810.5 Security management plan.** The owner or owner's authorized
7 representative shall prepare a security management plan based on a security risk
8 assessment and shall make the plan and assessment available to the fire code official
9 upon request.

10 **2810.6 Clearance to property line.** Stacks of pallets shall not be stored less than
11 20 feet (6096 mm) of the property line or shall comply with Section 2810.11.

12 **2810.7. Clearance to buildings and storage.** Stacks of pallets shall not be stored
13 less than 20 feet (6096 mm) from any building or combustible structure on site, or shall
14 comply with Section 2810.11. Pallets shall not be stored under eaves, canopies or other
15 projections or overhangs of buildings except where protected by an automatic sprinkler
16 system.

17 **2810.8 Size and Height.** Pallet stacks shall be arranged to form stable piles.
18 Individual pallet piles shall cover an area not greater than 400 square feet (37 m²). Pallet
19 stacks and piles shall not exceed 16 feet (4876 mm) in height.

20 **2810.9 Fire hydrant spacing and flow.** Fire hydrants shall be located at each
21 entrance to the facility and at locations onsite as determined by the fire code official. Fire
22 flow requirements for the site shall be based on a risk analysis and assessment
23 performed by a California licensed fire protection engineer and
24 approved by the fire code official. All water supply sources for fire- fighting shall be
25 reliable and for a sufficient duration.

26 **2810.10 Portable fire extinguishers.** A 4A40BC portable fire extinguishers shall
27 be provided within 75 feet (22 860 mm) of any pallet stack or manufacturing area(s).

28 **2810.11 Alternative approach.** Where approved by the fire code official, pallet

stacks located closer to a property line or structure than as required by Sections 2810.6 and 2810.7 shall be provided with additional fire protection including, but not limited to, the following:

1. The storage yard areas and material handling equipment selection, design and arrangement are based on an approved risk assessment.

2. Automatic fire detection that transmits an alarm to a supervising station in accordance with National Fire Protection Association Standard 72.

3. Fire apparatus access roads around all storage areas.

(i) The following sections of Appendix B of the San Bernardino County Fire Protection District Fire Code are added or amended as follows:

(1) Table B105.2 of the California Fire Code is amended, to read:

TABLE B105.2

REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall be not less than 1,000 gallons per minute.

b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

(j) The following sections of Appendix C of the San Bernardino County Fire Protection District Fire Code are added or amended as follows:

(1) Section C102.1 of the California Fire Code is amended, to read:

C102.1 Minimum number of fire hydrants for a building. The number of fire hydrants available to provide fire protection to a building shall be determined according to the spacing requirements in Section C103.

(2) Section C103.2 of the California Fire Code is amended, to read:

C103.2 Average Spacing. The average spacing between fire hydrants shall be 300 feet (91 m) apart in industrial, commercial and multifamily development, and 600 feet (183 m) apart in all single family development. Fire hydrants shall comply with the San Bernardino County Fire Protection District Fire Prevention Standards.

Exception: The average spacing shall be permitted to be increased by 10 percent where existing fire hydrants provide all or a portion of the required fire hydrants.

(3) Section C103.3 of the California Fire Code is adopted into the San Bernardino County Fire Protection District Fire Code and amended, to read:

C103.3 Maximum Spacing. The maximum spacing between fire hydrants shall be allowed to be up to 1000 feet (305 m) with the approval of the fire code official where protecting only incidental hazards and not structures.

3. Reserved.

4. Referenced Standards.

The standards referenced in this Code shall be those that are listed in Chapter 80.

Such standards shall be considered part of the requirements of this Code to the

1 prescribed extent of such reference. Where conflicts occur between provisions of this
2 Code and referenced standards, the provisions of this Code shall apply. The fire code
3 official may issue San Bernardino County Fire Protection District Fire Prevention
4 Standards for informational purposes in clarifying and interpreting provisions of the
5 California Fire Code, its amendments, and referenced standards.

6 **5. Conflicting Provisions.**

7 Where there is a conflict between a general requirement and a specific
8 requirement, the fire code official shall determine which requirement meets the intent of
9 this Code. Provisions of the California Code of Regulations that are included in this Code
10 specifically or by reference shall prevail except where this Code contains a more
11 restrictive requirement.

12 **6. Validity and Severability.**

13 This Code shall not be in conflict with state or federal law. If any section,
14 subsection, sentence, clause or phrase of this Code or the application thereof is held
15 invalid, such invalidity shall not affect other provisions or applications which can be given
16 effect without the invalid provision or application, and to this end the provisions of this
17 Code are severable.

18 **7. No Liability or Warranty.**

19 San Bernardino County, the San Bernardino County Fire Protection District, any
20 city, town or district that ratifies this ordinance, and their employees or agents shall not
21 be held liable for any act or omission to act done in good faith and reliance upon state
22 law, or the ordinance, codes, standards, interpretations, policies or procedures of the San
23 Bernardino County Fire Protection District. Neither San Bernardino County, the San
24 Bernardino County Fire Protection District, nor any city, town or district that ratifies this
25 ordinance, nor their employees or agents shall be held liable for the negligence of, nor as
26 the guarantor of proper performance by, any person or entity holding any license, permit,
27 certificate, registration, privilege or other entitlement from the District.

28 **8. Authority – General.**

1 The fire code official shall implement, administer, and enforce the provisions of this
2 Code and shall have the authority to render interpretations of this Code. The fire code
3 official shall also have the authority to adopt policies, procedures, rules and regulations
4 in order to clarify the application of this Code. Such interpretations, policies, procedures,
5 rules and regulations shall be in compliance with the intent of this Code.

6 **9. Authority at Fires or Other Emergencies.**

7 (a) The Fire Chief/Fire Warden, fire code official or any officer of the San
8 Bernardino County Fire Protection District in charge at the scene of a fire or other
9 emergency involving the protection of life or property shall have the authority to direct
10 operations as necessary to extinguish or control any fire, perform any rescue operation,
11 investigate the existence of suspected or reported fires, gas leaks, or other hazardous
12 conditions or situations, or take any other action necessary in the reasonable
13 performance of duty. In the exercise of such authority, the Fire Chief/Fire Warden, fire
14 code official or officer is authorized to prohibit any person, vehicle, vessel or thing from
15 approaching the scene and is authorized to remove or cause to be removed, or keep
16 away from the scene any person, vehicle, vessel or thing which could impede or interfere
17 with the operations of the fire department.

18 (b) The Fire Chief/Fire Warden, fire code official or officer of the San Bernardino
19 County Fire Protection District in charge at the scene of a fire or other emergency is
20 authorized to place ropes, tape, flagging, barricades, guards or other obstructions across
21 any street, alley, place, driveway or private property in the vicinity of such operation so as
22 to prevent accidents or interference with the lawful operations of the fire department to
23 manage and control the situation and to allow the safe operation of fire, rescue and
24 investigation apparatus.

25 (c) The Fire Chief/Fire Warden, fire code official or officer of the San Bernardino
26 County Fire Protection District in charge at the scene of a fire or other emergency is
27 authorized to disconnect or authorize disconnection of utility service to any building,
28 structure, vehicle or system in order to safely execute emergency operations or to

1 eliminate an immediate hazard.

2 **10. Authority to Inspect, Issue Notices and Administrative Citations or Abate a**
3 **Hazardous Condition.**

4 (a) Whenever it is necessary to make an inspection to enforce the provisions
5 of this Code, or whenever the fire code official has reasonable cause to believe that there
6 exists in a building or premises any conditions or activity requiring a permit authorized by
7 this Code, or reasonably believes that there are any violations of this Code which make
8 a building, premises, condition or activity unsafe, dangerous or hazardous, the fire code
9 official and those personnel designated by the fire code official are authorized to enter, at
10 all reasonable times, upon any property, premises, enclosure, structure, vehicle or vessel
11 within the San Bernardino County Fire Protection District to determine whether the
12 building, property, premises, enclosure, structure, vehicle, vessel, condition or activity is
13 in compliance with this Code, or whether a violation of this Code has occurred or is
14 occurring, and to make any inspection as may be necessary in the performance of their
15 enforcement duties, to issue a Notice of Correction, Notice of Violation or to issue a Stop
16 Work Order or citation.

17 (b) The fire code official and those persons designated by the fire code official
18 are authorized to take photographs, samples, or other physical evidence, and make video
19 and/or audio recordings. All such entries and inspections shall be done in a reasonable
20 manner. If an owner, lawful occupant, or the respective agent, employee, or
21 representative thereof, refuses permission to enter and/or to inspect, the District may
22 seek an administrative inspection warrant pursuant to the procedures provided by
23 California Code of Civil Procedure sections 1822.50 through 1822.59, as may be
24 amended from time to time, or the successor provisions thereto.

25 (c) The fire code official and those persons designated by the fire code official
26 are authorized to investigate, detain, and issue criminal or administrative citations for any
27 violation of this Code or of the provisions of any code or standard adopted and
28 incorporated by reference by this Code.

(d) Any violation of this Code or of the provisions of any code adopted and incorporated by reference by this Code may be deemed a fire hazard by the fire code official and acted upon pursuant to the fire hazard abatement provisions of Chapter 3 of Division 3 of Title 2 of the San Bernardino County Code beginning with Section 23.0301. When a fire hazard or hazardous condition constitutes an immediate threat of harm to public health and safety, the fire code official may take or cause emergency abatement of such hazard with notice to parties concerned, or without notice, as the particular circumstances reasonably allow.

11. Closure of Public and Private Lands.

When it is determined by the fire code official that conditions exist on public lands within a Wildfire Risk Area that present an immediate, exceptional, or continuing danger, the Fire Chief/Fire Warden is authorized to close the affected areas and prohibit the entry of the general public. Prior to closure of private property, notification of the closure shall be made to any concerned property owners and consent obtained. Upon closing and prohibiting entry to public lands, signs shall be posted at the entry points of the affected areas indicating that the area is closed due to the existence of dangerous conditions and that entry is prohibited. Prior to closing and prohibiting entry to any State or Federally controlled lands, notification shall be made and consent obtained from the Director of Forestry and Fire Protection (CalFIRE) or U.S. Forest Service, as appropriate. Any public highway traversing such a closed area, shall, however, be excluded from the order of closure, and the closure to entry does not prohibit or curtail the entry or use of the lands by the owner of the lands or his agent, nor the entry by any federal, state or county officer upon the closed area in the performance of his official duties. All state and county law enforcement officers shall enforce the order of closure.

12. Interference Unlawful.

(a) It shall be unlawful for any person or entity to deny access to, interfere with, prevent, restrict, obstruct, or hinder employees or agents of the San Bernardino County Fire Protection District acting within the scope of their duty.

(b) It shall be unlawful for any person to render a system or device inoperative during an emergency unless by direction of the Fire Chief/Fire Warden, fire code official or officer of the San Bernardino County Fire Protection District in charge at the scene of a fire or other emergency.

13. Official Records.

The fire code official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained for not less than five years or for as long as the structure or activity to which such records relate remains in existence, or in accordance with San Bernardino County Fire Protection District Operations Directive 1300 and the Special Districts Records Retention Schedule, whichever is greater.

14. Permits Required.

A permit is required to conduct any operation or business, or to install or modify systems or equipment regulated under Section 105 of the California Fire Code. Application shall be made to the fire code official prior to obtaining permits. Permit fees shall be paid prior to the issuance of the permit.

15. Fees.

(a) Fees shall be required and paid pursuant to a fee schedule established by action of the Board of Directors for any permit, license, inspection, plan or technical review, related work or services required pursuant to this Code. Any fees charged shall not exceed the actual costs of providing said work or services.

(b) Any person who conducts any activity, business, construction, work or use of equipment or to install or modify systems or equipment requiring a permit pursuant to Section 105 prior to obtaining said permits shall be subject to an additional fee, which shall be in addition to the required permit.

16. Applications and Permits – Abandonment, Period of Validity, Expiration and Extensions.

(a) An application for a permit for any proposed work or operation and its associated fee shall be deemed to have been abandoned if: (i) the applicant fails to submit

1 any required documentation within 180 days after the date application or plans have been
2 returned by the District for correction; or (ii) the applicant fails to obtain a permit within
3 180 days after the date the District has approved the application and has sent such
4 notification of approval to the applicant. The fire code official is authorized to grant one
5 or more extensions for a period not to exceed 90 days to submit such documentation or
6 corrections, or to obtain a permit from the District. All requests for extension shall be
7 made, in writing, by the applicant prior to abandonment and shall provide justifiable cause
8 to extend the application review period.

9 (b) Permits issued under the provisions of this Code shall remain in effect as
10 follows:

11 (1) Operational permits shall remain in effect for a period of time as
12 specified in the permit, not to exceed one year from issuance or until revoked.

13 (2) Construction permits shall automatically expire and become invalid
14 unless the work authorized by such permit is commenced within 12 months after its
15 issuance, or if the work authorized by such permit is suspended or abandoned for a period
16 of 12 months after the time the work is commenced. Suspension or abandonment shall
17 mean that no inspection by the District has occurred within 12 months of any previous
18 inspection.

19 (3) After a construction permit becomes invalid or expired and before
20 such previously approved work recommences, a new permit shall be first obtained and
21 the fee to recommence work shall be one half the amount required for a new permit for
22 such work, provided no changes have been made or will be made in the original
23 construction documents for such work, and provided further that such suspension or
24 abandonment has not exceeded one year. Permits which have been expired for one year
25 or more shall be deemed invalid and will require a new application, payment of fees and
26 submittal of plans and review.

27 (4) Notwithstanding any other provision of law, construction permits that
28 have expired and are renewed are subject to any new applicable codes as would be

1 required for a new project.

2 (c) A permittee holding an unexpired construction permit shall have the right to
3 apply for an extension of the time within which the permittee will commence work under
4 that permit when work is unable to be commenced within the time required by this section
5 for good and satisfactory reasons. The fire code official is authorized to grant, in writing,
6 one or more extensions of the time period of a permit for periods of not more than 180
7 days each. Such extensions shall be requested by the permittee in writing and justifiable
8 cause shall be demonstrated.

9 **17. Permits Not Transferable.**

10 (a) For operational permits, any change in occupancy, operation, tenancy, or
11 ownership shall require that a new permit be issued.

12 (b) Pursuant to Business and Professions Code section 7031.5, only a
13 contractor, licensed by the State of California to perform the type of work proposed in the
14 permit application, may apply for and be issued a construction permit required pursuant
15 to Section 105.6 et seq. of the San Bernardino County Fire Protection District Fire Code.
16 Any change of contractor named to conduct the permitted work shall require that a new
17 permit be issued.

18 **Exceptions:**

19 1. Owner-Builders intending to occupy the single-family dwelling
20 in which they obtain a permit to install a fire protection system if they have not constructed
21 more than two such dwellings in the past year pursuant to Business and Professions
22 Code Section 7062.12.

23 2. Public agencies and those public utilities exempted pursuant
24 to Business and Professions Code section 7040 et seq.

25 **18. Permit Revocation.**

26 The fire code official is authorized to revoke a permit issued pursuant to Section
27 105 of the San Bernardino County Fire Protection District Fire Code when it is found by
28 inspection or otherwise that conditions including, but not limited to, any one of the

1 following occurred:

2 (a) The permit is used for a location or establishment other than that for which
3 it was issued;

4 (b) The permit is used for a condition or activity other than that listed in the
5 permit;

6 (c) Conditions and limitations set forth in the permit have been violated;

7 (d) There have been any false statements or misrepresentations as to the
8 material fact in the application for permit or plans submitted or a condition of the permit;

9 (e) The permit is used by a different person or firm than the name for which it
10 was issued;

11 (f) The permittee failed, refused or neglected to comply with orders or notices
12 duly served in accordance with the provisions of this code within the time provided
13 therein; or

14 (g) The permit was issued in error or in violation of any state or federal law,
15 local ordinance, regulation, this Code.

16 **19. Operation or Construction Without a Permit or With an Expired or Revoked**
17 **Permit.**

18 It shall be unlawful for any person to operate or allow the operation of any activity,
19 business, construction, work or use of equipment or to install or modify systems or
20 equipment requiring a permit pursuant to Section 105 of the San Bernardino County Fire
21 Protection District Fire Code when said permits have not been obtained or said permits
22 have expired or have been revoked.

23 **20. Issuance of Stop Work Orders.**

24 (a) The fire code official is authorized to issue an order requiring any activity,
25 business, construction, work or use of equipment to immediately cease whenever it is
26 found that such activity, business, construction, work or use of equipment is being
27 performed in a manner in violation of this Code or in a dangerous or unsafe manner.

28 (b) A stop work order shall be issued in writing and shall be given to the

1 permittee or his agent, or to the person conducting the activity, business, construction,
2 work or use of equipment if no permit has been issued. The stop work order shall state
3 the reason for the order and the conditions under which the stopped activity, business,
4 construction, work or use of equipment may resume.

5 (c) A device, tag or seal preventing the use of equipment in violation of this
6 Code or posing a hazard may be affixed to the equipment at the time a stop work order
7 is issued.

8 (d) The fire code official may immediately abate or cause to be abated any
9 overcrowding situation, or remove or cause to be removed any obstructions in aisles,
10 passageways or other means of egress, including the cutting or removing of locks, chains
11 or other means of sealing or blocking exits.

12 (e) Where an emergency or potential emergency exists, the fire code official
13 shall not be required to give written notice prior to stopping the work, abating an
14 overcrowding situation or removing an obstruction that would prevent immediate egress
15 in the event of an emergency.

16 (f) Upon issuance of a stop work order, the non-compliant, dangerous or
17 unsafe activity, business, construction, work or use of equipment, overcrowding situation,
18 or egress obstruction shall immediately cease or be abated.

19 **21. Failure to Comply with a Stop Work Order.**

20 It shall be unlawful for any person to continue any activity, business, construction,
21 work or use of equipment after being issued a stop work order, except such work as that
22 person is directed to perform by the fire code official to remove a violation or unsafe
23 condition.

24 **22. Service of Notices and Orders.**

25 Notices and Orders issued pursuant to this Code shall be served in the following
26 manner:

27 (a) If a permittee or his agent, or the person conducting the activity, business,
28 construction, work or use of equipment or other responsible party is present at the scene

1 of the violation, the notice or order shall be issued by personal service.

2 (b) If the responsible party is a business, and the business owner is on the
3 premises, the notice or order shall be personally served to the business owner. If the
4 business owner is not on the premises and the only responsible party that can be located
5 is the manager or on-site supervisor, the notice or order may be issued in the name of
6 the business and a copy given to the manager or on-site supervisor. A copy of the notice
7 or order shall also be mailed to the business owner by certified mail, return receipt
8 requested, and by first class mail. If a copy of the notice or order that is sent by certified
9 mail is returned by the United States Postal Service unsigned or marked "unclaimed"
10 and/or "refused," then service by first class mail shall be deemed effective provided it is
11 also not returned by the United States Postal Service.

12 (c) If a responsible party cannot be located at the premises or the activity,
13 business, construction, work or use of equipment is located at an unattended or
14 abandoned site, then a copy of the notice or order shall be posted in a conspicuous place
15 on or near the site or equipment, if practicable, and a copy mailed by certified mail, return
16 receipt requested, and by first class mail, to each responsible party at their last known
17 addresses as they appear on the last County equalized assessment role, or any other
18 available public records related to title or ownership of the property or equipment that is
19 the subject of the notice or order. If the copy of the notice or order sent by certified mail
20 to a responsible party is returned by the United States Postal Service with the mail receipt
21 unsigned, or marked "unclaimed" and/or "refused," then service by first class mail shall
22 be deemed effective provided it is also not returned by the United States Postal Service.

23 (d) The failure of any responsible party to receive a copy of the notice or order
24 shall not affect the validity of the notice or order.

25 **23. Tampering with Notices, Orders or Seals Unlawful.**

26 It shall be unlawful to mutilate, destroy or tamper with or remove without
27 authorization any notice, order, tag, sign, or seal posted or affixed by the fire code official.

28 **24. Overcrowding Unlawful.**

1 It shall be unlawful for any person to allow overcrowding or admittance of any
2 person beyond the approved capacity of a building or portion thereof. The fire code
3 official, upon finding any overcrowding conditions, shall authorize the event to be stopped
4 and to cause the removal of excess occupants from the building until such condition is
5 corrected.

6 **25. Obstructed Egress Unlawful.**

7 It shall be unlawful for any person to obstruct any aisle, passageway or other
8 means of egress, or to lock, chain, bar or otherwise block any required means of egress.
9 The fire code official, upon finding any obstructions in aisles, passageways or other
10 means of egress, shall be authorized to cause the removal of occupants from the building
11 and the subsequent securing of the building from entry of any authorized person until
12 such obstruction is corrected.

13 **26. Open Fires and Other Outdoor Fires.**

14 (a) General. It shall be unlawful for any person to kindle, or maintain an open
15 fire, or for a person to allow an open fire to be kindled or maintained on their property,
16 except in accordance with the provisions of this Code.

17 (b) Permit Required. When required by this section, a permit shall be obtained
18 from the fire code official in accordance with Section 105.6 of this Code prior to kindling
19 any open fire. Permits shall be issued to the owner of the land on which the fire is to be
20 kindled or with written permission from the owner.

21 (c) Prohibited Open Fires and Outdoor Fires. It shall be unlawful to kindle, or
22 maintain, or to allow to be kindled or maintained the following open fires within the
23 jurisdiction of the San Bernardino County Fire Protection District:

24 **Exception:** The following activities conducted by a law enforcement
25 or fire department personnel: open fires for the purpose of training, control or prevention of
26 fire hazards, or disposal of explosives or contraband.

27 (1) Any open fire that is offensive or objectionable because of smoke
28 emission, ember production, or when local atmospheric conditions or circumstances

1 make such fires hazardous.

2 (2) Any open or other outdoor fire in which any hazardous waste,
3 biological or infectious wastes, construction debris, trash, coated or treated wood, plastic,
4 rubber, or any other manufactured materials or combustible waste materials are burned.

5 (3) Any open fire using a portable incinerator or "burn barrel" as
6 prohibited pursuant to Title 17 of the California Code of Regulations, section 93113(c)(2),
7 metal drums, salvaged appliance parts, or similar devices not intended for use with an
8 open fire.

9 (4) Open fires on a No Burn Day as declared by the Air Quality
10 Management District (AQMD) in which the burning will occur.

11 (5) Open fires when a Red Flag Warning or Fire Weather Watch is in
12 effect for the location in which the fire is to be kindled.

13 (6) Open fires and outdoor fires on any property within a Wildfire Risk
14 Area as defined in Section 202 of this Code.

15 **Exceptions:**

16 (A) (Agricultural burning or burning of Russian Thistle
17 (tumbleweeds) in accordance with Rule 444 of the AQMD and when permitted by the fire
18 code official

19 (B) Recreational fires, barbecues, and barbecue pits fueled solely
20 by liquified petroleum gas or natural gas.

21 (C) Bonfires, barbecues, barbecue pits, and recreational fires
22 within an organized camp or in non-residential areas with the approval of the fire code
23 official.

24 (D) Portable outdoor fire places that have an approved, listed
25 spark arresting screen covering.

26 (7) When local sustained winds exceed 10 miles per hour.

27 (8) Within the boundaries of a State Responsibility Area, including
28 private property, in violation of any requirements or burn restriction imposed by the

1 California Department of Forestry & Fire Protection (Cal Fire).

2 (9) Within the boundaries of the San Bernardino National Forest,
3 including private property, in violation of any requirement or burn restriction imposed by
4 the U.S. Forest Service.

5 (10) Within the boundaries of the Bureau of Land Management (BLM)
6 land, including private property, in violation of any requirement or burn restriction imposed
7 by BLM.

8 (11) When the fire code official has determined that local atmospheric or
9 other conditions present an increased risk of an escaping fire or other hazardous
10 situation.

11 (d) Extinguishment Authority. The fire code official is authorized to order or
12 cause the extinguishment of any fire that creates or adds to a hazardous condition,
13 creates smoke emissions offensive to occupants of surrounding properties, is conducted
14 without a permit when such a permit is required, or is conducted in violation of such permit
15 or in violation of this Code.

16 (e) Specific open fire requirements. Open fires as defined in this Code shall
17 meet the following requirements.

18 (1) Agricultural burning, residential burning, and open burning of
19 Russian Thistle (tumbleweeds).

20 (A) Prior to applying for a permit to conduct the open fire, any
21 written authorization or permit required by Rule 444 of the Air Quality Management District
22 (AQMD) for the area in which the burning will occur must be provided to the fire code
23 official.

24 (B) A permit shall be obtained from the fire code official prior to
25 kindling the fire.

26 (C) Burning shall only be commenced and shall be completed
27 within the periods specified in Rule 444 of the AQMD in which the burn will occur.

28 (D) Fires shall be located according to the following:

1 1. Not less than 50 feet from any structure or combustible
2 materials.

3 2. At the property for which the permit is issued.

4 (E) Burn Piles shall be in accordance with the following:

5 1. Piles shall not exceed 4 feet in width or 4 feet in height.

6 2. Piles shall be separated by a minimum of 10 feet.

7 3. Piles shall not be placed in a pit or depression.

8 (2) Bonfires.

9 (A) A permit for a bonfire shall be obtained from the fire code
10 official prior to kindling the fire.

11 (B) A bonfire shall not be kindled or maintained less than 50 feet
12 from any structure or combustible materials.

13 (3) Recreational fires.

14 (A) Recreational fires shall be maintained a minimum of 25 feet
15 from a structure or combustible materials.

16 **Exception:** Recreational fires fueled solely by liquefied
17 petroleum gas or natural gas.

18 (4) Portable outdoor fireplaces.

19 (A) Portable outdoor fireplaces shall not be kindled or maintained
20 within 15 feet of a structure or combustible materials.

21 (B) Portable outdoor fireplaces used within a Wildfire Risk Area
22 shall have an approved, listed spark arresting screen covering.

23 (C) Portable outdoor fireplaces shall not be used on any
24 combustible patio, deck or balcony which is part of a multi-family dwelling such as
25 apartments, townhomes, or condominiums, unless buildings or overhangs are protected
26 by an automatic fire sprinkler system.

27 (5) Barbecues and Barbecue Pits.

28 (A) Barbecues shall not be operated on combustible decks or

balconies of a multi-family dwelling such as apartments, townhomes, or condominiums unless buildings and overhangs are protected by an automatic fire sprinkler system.

Exception: Liquefied petroleum gas fueled cooking devices when fuel containers have a water capacity not greater than 2 ½ pounds

(B) Barbecue pits shall not be kindled or maintained within 25 feet of a structure or combustible materials.

(f) Attendance. All open fires shall be constantly attended by a responsible adult, 18 years of age or older, until the fire is completely extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment such as dirt or sand with a shovel, water barrel, hose attached to a working water source, or water truck, shall be available for immediate utilization.

(g) Hot ash and ember disposal. Hot ashes and embers from any open fire, barbecue or fireplace shall be placed only in a covered metal or other non-combustible receptacle after being thoroughly cooled with water. At no time shall ashes or embers be deposited in the trash or on the ground, or placed on a combustible surface until it is confirmed that the ashes or embers are no longer hot to the touch. Receptacles containing hot ashes and ember shall have a minimum required separation distance of 2 feet (610 mm) to buildings or other combustible materials.

27. Explosives, Fireworks, Pyrotechnics, Rockets and Rocket Motors.

(a) It shall be unlawful for any person to manufacture, store, possess, handle, sell, use, launch or create a public display of any Explosive, Firework, Pyrotechnic, Rocket or Rocket Motors except in accordance with this Code.

(b) The storage of explosives and blasting agents is prohibited in residential areas, principal business districts, closely-built commercial areas and heavily-populated areas, except pursuant to California Fire Code Chapter 56 and as permitted by the San Bernardino County Sheriff's Department under Title 4, Division 5 of the San Bernardino County Code.

1 (c) Unless otherwise permitted, the possession, storage, use, sale and
2 handling of any fireworks is prohibited within the San Bernardino County Fire Protection
3 District.

4 **Exception:** The possession, storage, sale, handling and use of
5 fireworks complying with California Code of Regulations, Title 19, and labeled "Safe and
6 Sane" by the California State Fire Marshal, as permitted by local ordinances or Municipal
7 Codes within incorporated cities or towns.

8 (d) The fire code official and his designees are authorized to seize, take,
9 remove or cause to be removed, at the expense of the owner, all stocks of fireworks,
10 including but not limited to, Division 1.4G consumer fireworks, as classified pursuant to
11 Title 49 Code of Federal Regulations, possessed, offered or exposed for sale, stored or
12 held in violation of any state or local laws and ordinances.

13 (e) The use of model and high-power rockets is prohibited within Wildfire Risk
14 Areas as defined in San Bernardino County Fire Protection District Fire Code Section 202
15 (as amended) except as permitted by the San Bernardino County Fire Protection District.

16 (f) Permits shall be required as set forth in San Bernardino County Fire
17 Protection District Fire Code section 105.6.15 (as amended) and regulated in accordance
18 with this section. Permits shall be obtained from the San Bernardino County Fire
19 Protection District and the San Bernardino County Sheriff's Department in accordance
20 with Title 4, Division 5, Chapter 2, Section 45.021 of the San Bernardino County Code to:

21 1. Manufacture, possess, store, sell, display or otherwise dispose of
22 explosive materials at any location;
23 2. Transport explosive materials;
24 3. Use explosive materials;
25 4. Operate a terminal for handling explosive materials; or
26 5. Transport blasting caps or electric blasting caps on the same vehicle
27 with explosives.

28 (g) Whenever a new explosive material storage or manufacturing site is

1 established, including a temporary job site, the local law enforcement agency, fire
2 department, and local emergency planning committee shall be notified by the person
3 establishing the site 48 hours in advance, not including Saturdays, Sundays and holidays,
4 of the type, quantity and location of explosive materials at the site.

5 (h) The fire code official is authorized to cause to be removed or disposed of
6 by trained explosives personnel, at the expense of the owner, explosives or explosive
7 materials offered or exposed for sale, stored, possessed or used in violation of this
8 chapter.

9 (i) Prior to conducting a public fireworks display, a permit shall be applied for
10 as specified in Section 105.5.42 from the San Bernardino County Fire Protection District,
11 permit fees shall be paid, and plans for the display, inspections of the display site and
12 demonstrations of the display operations shall be approved. A plan establishing
13 procedures to follow and actions to be taken in the event that materials fail to ignite,
14 discharge, or otherwise fail to function over the fallout area shall be provided to the fire
15 code official.

16 **28. Prohibited Storage of Flammable and Combustible Liquids.**

17 The storage of flammable and combustible liquids in outside above-ground
18 unprotected tanks and below-grade vaulted tanks is prohibited in all commercial
19 occupancy areas, developed residential areas, and other areas where the fire code official
20 determines that the installation of flammable and combustible liquid above-ground
21 storage tanks or below-grade vaulted tanks will create a hazard to occupants and property
22 owners in the area. Deviation from these requirements may be allowed only upon specific
23 documented findings by the fire code official.

24 **29. Prohibited Bulk Storage of Liquefied Petroleum Gases.**

25 The aggregate capacity of any one installation for the bulk storage of liquefied
26 petroleum gases shall not exceed 2,000 water gallons in residential areas. In non-
27 residential areas, when, in the opinion of the fire code official, the location of bulk storage
28 of liquefied petroleum gases would create a threat to the occupants and property owners,

1 the aggregate storage capacity of liquefied petroleum gas shall also be limited to 2,000
2 water gallons. The fire code official shall be guided by the appropriate City or County
3 Development Code when permitting the storage of liquefied petroleum gas in excess of
4 2,000 water gallons at any one installation.

5 **30. Prohibited Storage of Flammable Cryogenic Fluids.**

6 Pursuant to Section 5806.2 of the San Bernardino County Fire Protection District
7 Fire Code, flammable cryogenic fluids shall not be stored, dispensed or used unless a
8 written plan, submitted by a Fire Prevention Engineer, licensed by the State of California,
9 detailing engineering controls for preventing fires and explosions is approved by the fire
10 code official.

11 **31. Transport Vehicles and Trailers Storing Hazardous Materials.**

12 (a) **Compliance.** Any transport vehicle with a trailer, such as a tank, vessel, or
13 other container, attached and used for the purposes of storing and transporting hazardous
14 materials or hazardous waste as defined by this Code, upon being at a facility or property
15 for more than 30 days, or when such trailer has been detached from its mode of
16 transportation, or when the driver of such a vehicle is not carrying active shipping papers
17 as regulated by the California Department of Transportation (DOT) en route to another
18 destination, shall comply with the provisions of this section.

19 (b) **General.** Transport vehicles and trailers that contain less than or equal to
20 the maximum allowable quantities as set forth in Section 5003 of the San Bernardino
21 County Fire Protection District Fire Code for each specific material shall comply with the
22 requirements of Chapter 50 of the San Bernardino County Fire Protection District Fire
23 Code, as well as any other applicable regulations as part of a facility. Transport vehicles
24 and trailers that contain more than the maximum allowable quantities as set forth in
25 Section 5003 for each specific material shall comply with the requirements of Chapter 50
26 of the San Bernardino County Fire Protection District Fire Code of this Code, as well as
27 any other applicable regulations relevant to a facility. The use, dispensing and handling
28 of any hazardous materials from transport vehicle trailers shall be prohibited unless

1 approved in writing by the fire code official.

2 (c) **Submittals.** Transport vehicles and associated trailers shall comply with
3 the requirements of Section 5001.5.1 for Hazardous Materials Management Plan (HMMP)
4 and Section 5001.5.2 for Hazardous Materials Inventory Statement (HMIS) as part of a
5 regulated facility. These documents shall be submitted to the Office of the Fire Marshal
6 of the San Bernardino County Fire Protection District.

7 (d) **Prohibited Areas.** Transport vehicles or detached trailers storing
8 hazardous materials shall not be left stationary at any time within 500 feet (152 m) of a
9 residential area, apartment or hotel complex, educational facility, hospital or care facility.
10 Transport vehicles and trailers shall not be left unattended at any other place that would,
11 in the opinion of the fire code official, pose an extreme life safety hazard.

12 **32. Shared Emergency and Fire Apparatus Access Roads.**

13 Emergency and fire apparatus access roads passing through multiple parcels shall
14 comply with the following requirements:

15 (a) Each owner of real property through which a shared emergency access
16 road passes shall record an easement, running with the land, with the deed of each
17 affected property allowing reciprocal access to and from other properties and for
18 emergency access.

19 (b) Each owner of property upon which the easement shall pass shall provide
20 a notarized covenant agreeing to provide an emergency access road through each
21 property and to maintain that access road in accordance with the statutes, regulations
22 and standards applicable at the time the easement was recorded for full term of ownership
23 of the property.

24 (c) Each owner of property through which the easement shall pass shall
25 provide a notarized waiver with the deed releasing the San Bernardino County Fire
26 Protection District, its successors and the County of San Bernardino of any liability for
27 any inability to provide fire suppression or emergency medical aid due to lack of access
28 and shall further stipulate that the San Bernardino County Fire Protection District, its

1 successors and the County of San Bernardino shall not be party to any criminal, civil or
2 administrative action relating to the maintenance of the easement unless the action is
3 brought forth by the District, its successors, or the County.

4 **33. Violations – General.**

5 It shall be unlawful for any person, firm, partnership, or corporation to violate any
6 provision or fail to comply with any requirement of this Code or of the provisions of any
7 code adopted and incorporated by reference by this Code.

8 **34. Continuing Violations.**

9 Each and every day, and any portion of which, any violation of this Code or of the
10 provisions of any code adopted and incorporated by reference by this Code is committed,
11 continued, or permitted shall be deemed a new and separate offense and shall be
12 punishable or actionable as set forth in this Code.

13 **35. Acts Including Causing, Aiding and Abetting.**

14 Whenever in this Code any act or omission is made unlawful, it shall include
15 causing, permitting, aiding or abetting such act or omission.

16 **36. Enforcement – Purpose and Remedies.**

17 The Board of Directors of the San Bernardino County Fire Protection District has
18 determined that the enforcement of the Ordinances of the San Bernardino County Fire
19 Protection District (also known as the San Bernardino County Fire Protection District
20 Code) throughout the County is an important public service and is vital to the protection
21 of the public's health, safety, and quality of life. The Board of Directors has determined
22 a need for alternative methods of code enforcement and that a comprehensive system is
23 necessary. At the discretion of the District, violations of this Code may be addressed
24 through the institution of a criminal action, a civil action, or an administrative action
25 (administrative citations and penalties) as set forth in this Code.

26 **37. Enforcement Remedies and Penalties are Cumulative and Discretionary; Not**
27 **Exclusive.**

28 All remedies and penalties provided for in this Code shall be cumulative and

1 discretionary and not exclusive of other applicable provisions of this Code or other
2 applicable State law. The conviction and punishment (whether by fine, imprisonment, or
3 both) of any person hereunder pursuant to a criminal action, or the imposition of a
4 monetary administrative penalty pursuant to an administrative citation, shall not relieve
5 such person from the responsibility of correcting, removing, or abating the violation; nor
6 prevent the enforced correction, removal, or abatement thereof by the District, its
7 employees, agents, or representatives. The correction, removal, or abatement of a
8 violation begun after the issuance of a criminal citation or the filing of a criminal complaint
9 shall not be a defense to the infraction or misdemeanor so charged and, following a
10 conviction or plea of nolo contendere, shall not be grounds for the dismissal of the action
11 or the waiver, stay, or reduction of any fine established in this Code. Further, the
12 procedures established in this Code for the use of administrative citations, and the
13 procedures established in other titles and chapters of this Code for administrative
14 abatement and summary abatement as means for addressing violations of this Code shall
15 be in addition to criminal and civil or other legal or equitable remedies established by law
16 which may be pursued to address violations of this Code. The use of this chapter shall
17 be at the sole discretion of the District. In the exercise of such discretion in selecting an
18 appropriate code enforcement remedy, the District shall not be required to institute
19 available code enforcement remedies in any particular order, or to prefer the application
20 of one remedy to another.

21 **38. Criminal Actions.**

22 (a) **Criminal penalties for violations.** Any person violating this Code or of the
23 provisions of any code adopted and incorporated by reference by this Code, unless as
24 otherwise specified for certain sections or for sections within a certain chapter, shall be
25 deemed guilty of an infraction or misdemeanor as hereinafter specified.

26 (1) **Misdemeanor violations.** Upon conviction of a misdemeanor, or
27 upon a plea of nolo contendere (commonly called "no contest"), the penalty shall be a
28 base fine of not less than \$500.00 and not more than \$1,000.00, or by imprisonment in

1 the County jail for a period of not more than six months, or by both such base fine and
2 imprisonment. Any court costs that the court may otherwise be required to impose
3 pursuant to applicable state law or local ordinance shall be imposed in addition to the
4 base fine.

5 (2) **Infraction violations.** Notwithstanding the foregoing, a
6 misdemeanor violation may be cited, charged, and prosecuted as an infraction. Where so
7 prosecuted, or where specified in a section or chapter of this Code that the violation of a
8 certain section or sections shall be an infraction, then that shall be the type of offense and
9 each such violation shall be punishable, except as otherwise provided herein, upon
10 conviction or upon a plea of nolo contendere (commonly called "no contest"), by: (1) a
11 base fine not exceeding \$100.00 for a first violation; (2) a base fine not exceeding
12 \$500.00 for a second violation of the same Code section within one year; and (3) a base
13 fine not exceeding \$1,000.00 for each additional violation of the same Code section within
14 one year of the first violation. Any court costs that the court may otherwise be required
15 to impose pursuant to applicable state law or local ordinance shall be imposed in addition
16 to the base fine (Government Code section 25132).

17 (b) **Criminal citations.**

18 (1) If any person is arrested by a District Investigator or any other peace
19 officer or Enforcement Officer authorized to enforce this Code for a violation of any
20 provision of this Code, whether punishable as misdemeanor or as an infraction, and such
21 person is not immediately taken before a magistrate, when authorized by and as more
22 fully set forth in the Penal Code of California, the arresting officer shall prepare in duplicate
23 a written notice to appear in Court, containing the name and address of such person, the
24 offense charged, and the time and place where and when such person shall appear in
25 Court.

26 (2) The place specified in the notice to appear shall be the Court of a
27 magistrate before whom the person would be taken if the requirement of taking an
28 arrested person before a magistrate were complied with, or shall be an officer authorized

1 by such Court to receive a deposit of bail.

2 (3) The officer shall deliver one copy of the notice to appear to the
3 arrested person, and the arrested person, in order to secure release, must give his or her
4 written promise so to appear in court by signing the duplicate notice which shall be
5 retained by the officer. Thereupon the arresting officer shall forthwith release the person
6 arrested from custody.

7 (4) The officer shall, as soon as practicable, file the duplicate notice with
8 the magistrate specified therein. Thereupon, the magistrate shall fix the amount of bail
9 which in his or her judgment, in accordance with the provisions of Penal Code section
10 1275, will be reasonable and sufficient for the appearance of the defendant and shall
11 endorse upon the notice a statement signed by him or her in the form set forth in Penal
12 Code section 815a. The defendant may, prior to the date upon which he or she promised
13 to appear in Court, deposit with the magistrate the amount of bail thus set. Thereafter, at
14 the time when the case is called for arraignment before the magistrate, if the defendant
15 shall not appear, either in person or by counsel, the magistrate may declare the bail
16 forfeited, and may in his or her discretion order that no further proceeding shall be had in
17 such case.

18 (5) Upon the making of such order that no further proceedings be had,
19 all sums deposited as bail shall forthwith be paid into the County Treasury for distribution
20 pursuant to Penal Code section 1463.

21 (6) No warrant shall issue on such charge for the arrest of a person who
22 has given such promise to appear in Court, unless and until he or she has violated such
23 promise or has failed to deposit bail, to appear for arraignment, trial or judgment, or to
24 comply with the terms and provisions of the judgment, as required by law.

25 (7) When a person signs a written promise to appear at the time and
26 place specified in the written promise to appear, and has not posted bail as provided in
27 Penal Code section 853.6, the magistrate shall issue and have delivered for execution a
28 warrant for his or her arrest within 20 days after his failure to appear as promised; or if

1 such person promises to appear before an officer authorized to accept bail, other than
2 the magistrate, and fails to do so on or before the date on which he or she promised to
3 appear, then, within 20 days after the delivery of such written promise to appear by the
4 officer to the magistrate having jurisdiction over the offense.

5 (8) Nothing herein contained shall be deemed or construed to require
6 any arresting officer to issue a citation instead of taking the person arrested before a
7 magistrate as otherwise provided by law.

8 **39. Authority to Investigate, Detain, Issue Criminal Citations and Arrest.**

9 (a) District Investigators designated by the Fire Chief/Fire Warden are peace
10 officers pursuant to California Penal Code section 830.37(a):

11 (1) District Investigators shall have full peace officer powers pursuant to
12 that Section and shall investigate the cause, origin and circumstances of any fire,
13 explosion or other hazardous condition.

14 (2) District Investigators are authorized to wear and carry authorized
15 firearms, conduct investigative detentions, issue criminal citations and to make arrests
16 pursuant to California Penal Code section 836 for any violation of state law, or violations
17 of this Code or any other referenced code or regulation and to obtain and execute
18 warrants, and to seize and take charge of all physical evidence relating to the fire cause
19 or other crime or circumstance being investigated.

20 **40. Civil Actions.**

21 (a) **Injunctive relief and abatement.** At the request of any person authorized
22 to enforce this Code, the County Counsel or District Attorney may commence
23 proceedings for the abatement, removal, correction and enjoinder of any act or omission
24 that constitutes or will constitute a violation of this Code or of the provisions of any code
25 adopted and incorporated by reference by this Code or any permit issued pursuant to this
26 Code, or any condition(s) of approval for such permit granted pursuant thereto, and an
27 order requiring the violator(s) to pay civil penalties and/or abatement costs. Where
28 multiple violators are involved, they shall be jointly and severally liable for the civil

1 penalties and/or abatement costs.

2 (b) **Civil Remedies and Penalties.** Any person, whether acting as principal,
3 agent, employee, owner, lessor, lessee, tenant, occupant, operator, contractor, or
4 otherwise, who violates any provision of this Code, or any permit issued pursuant to this
5 Code or any condition(s) of approval for such permit granted pursuant thereto, shall be
6 liable for a civil penalty not to exceed one thousand dollars (\$1,000.00) per violation for
7 each day or any portion thereof, that the violation continues to exist. In determining the
8 amount of civil penalty to be imposed, both as to the daily rate and the subsequent total
9 amount for any given violation, the court shall consider all relevant circumstances,
10 including, but not limited to, the extent of the harm caused by the conduct constituting the
11 violation; the nature and persistence of such conduct; the length of time over which the
12 conduct occurred or was repeated; the assets, liabilities, and net worth of the violator;
13 whether the violator is a corporate entity or an individual; and any corrective action taken
14 by the violator.

15 (c) **Attorney's fees.** In any civil action, administrative proceeding (excluding
16 administrative citations issued pursuant to Sections 41, 42, 43 or 44), or special
17 proceeding to abate a public nuisance, whether by seeking injunctive relief and/or an
18 abatement order, or other order, attorney's fees may be recovered by the prevailing party
19 and shall not exceed the amount of reasonable attorney's fees incurred by the District in
20 that action or proceeding.

21 **41. Administrative Citations and Penalties - General.**

22 (a) Any violation of this Code or of the provisions of any code adopted and
23 incorporated by reference by this Code is subject to enforcement through the issuance of
24 an administrative citation and penalties in accordance with Government Code section
25 53069.4 and this section. Administrative citations may be issued for any violation of this
26 Code not occurring in the presence of the District Investigator or Enforcement Officer
27 issuing the citation where the issuing officer determines through investigation that the
28 responsible party committed, caused, allowed, or is otherwise responsible for the

violation. The following procedures shall govern the imposition, enforcement, collection, administrative review, and judicial review of administrative citations and penalties.

(b) **Definitions.** For the purposes of this Code, certain words are defined as follows:

(1) "Abatement costs" shall mean any and all costs or expenses reasonably related to the abatement or removal of conditions which violate any provision of this Code or the correction of such violation, and shall include, but not be limited to, enforcement, investigation, collection, administrative costs, and attorney's fees.

(2) "Administrative costs" shall mean all costs incurred by or on behalf of the District from the first discovery of the violation of this Code through the appeal process and until compliance is achieved, including but not limited to, staff time in investigating the violation, inspecting the property where the violation occurred, preparing investigation reports, sending notices, preparing for and attending any appeal hearing, telephone contacts, and correspondence.

(3) "Administrative citation" shall mean a citation issued pursuant to this Code, stating that one or more violations of this Code has occurred and stating the amount of the administrative penalty to be paid by the responsible party.

(4) "Ordinances of the San Bernardino County Fire Protection District," and "San Bernardino County Fire Code," and "this Code" shall mean the Ordinances of the San Bernardino County Fire District, including all pertinent provisions of state codes as from time to time adopted and incorporated therein, enacted by the Board of Directors of the San Bernardino County Fire Protection District, acting pursuant to authority granted under California Health and Safety Code sections 13861, 13869, and 13869.7; or other applicable law.

(5) "County" shall mean San Bernardino County and, as it is also known, the County of San Bernardino, a political subdivision of the State of California, as enacted by the State Legislature by the Statutes of California passed at the Fourth Session of the Legislature, Chapter LXXVIII, April 26, 1853.

1 (6) "District" shall mean the San Bernardino County Fire Protection
2 District.

3 (7) "Enforcement Officer" shall mean any San Bernardino County Fire
4 Protection District employee, or agent of the County or District with the authority to enforce
5 any provision of this Code.

6 (8) "Person" shall mean, without limitation, any government entity,
7 natural person, firm, association, club, organization, corporation, partnership, business,
8 business trust, company or other entity, which is recognized by law as the subject of rights
9 or duties.

10 (9) "Responsible party," for the purpose of this Code, shall mean:

11 (A) Each person, other than a minor, who commits or causes a
12 violation of any provision of this Code to occur, exist or continue;

13 (B) Each person who is the parent or legal guardian of the minor
14 person who commits or causes a violation of any provision of this Code to occur, exist, or
15 continue;

16 (C) Each person who has a legal or equitable ownership interest
17 in any parcel of real property located within the unincorporated area of the County of San
18 Bernardino, within any political subdivision or district that contracts with the San
19 Bernardino County Fire Protection District for fire protection and prevention services, or
20 within those other cities and towns that ratify this ordinance, and who commits, causes,
21 or otherwise allows the violation of any provision of this Code to occur, exist, or continue
22 on such parcel; and

23 (D) Each person who, although not an owner, nevertheless has a
24 legal right or legal obligation to exercise possession and control over any parcel of real
25 property located within the unincorporated area of the County of San Bernardino, within
26 any political subdivision or district that contracts with the San Bernardino County Fire
27 Protection District for fire protection and prevention services, or within those other cities
28 and towns that ratify this ordinance, and who commits, causes, or otherwise allows the

1 violation of any provision of this Code to occur, exist, or continue on such parcel; and

2 (E) In addition to the business entity itself, each person who is an
3 owner of that business entity in those cases in which the commission, occurrence,
4 existence, or continuation of the violation of any provision of this Code is most reasonably
5 attributable to that business entity and not to an employee of that business entity.

6 (c) **Content of Citation.** The administrative citation shall be issued on a form
7 approved by the San Bernardino County Fire Protection District in consultation with
8 County Counsel. The administrative citation form may be tailored to the specific needs of
9 the San Bernardino County Fire Protection District; however, all administrative citations
10 shall contain the following information:

11 (1) The name and mailing address of the responsible party.

12 (2) The administrative citation shall refer to the date(s) and location of
13 the violation and the approximate time(s), if applicable, that the violation was observed.

14 (3) The administrative citation shall identify each violation by the
15 applicable section number of this Code and by either the section's title or a brief
16 descriptive caption; or by reference to the applicable permit describing the condition
17 violated.

18 (4) The administrative citation shall describe the action(s) required to
19 correct the violations.

20 (5) The administrative citation shall require the responsible party to
21 immediately correct the violation where appropriate or otherwise indicate a compliance
22 deadline date and shall explain the consequences of failure to correct the violation.

23 (6) The administrative citation shall state the amount of the penalty
24 imposed for the violation. Multiple violations may be listed on the same citation form. In
25 the event of multiple violations, the administrative citation shall list the penalty amount for
26 each violation and the total amount of all of the penalties.

27 (7) The administrative citation shall contain a notation box for the
28 enforcement officer to indicate whether or not the citation is issued as a "warning only"

1 and without penalty. The administrative citation shall also include a notation box that may
2 be used by the enforcement officer to indicate that the penalty will be waived if the
3 violation is corrected by the compliance deadline date indicated on the citation form.

4 (8) The administrative citation shall explain how the penalty shall be paid
5 and the time period by which it shall be paid, and the consequences of failure to pay the
6 penalty within this time period.

7 (9) The administrative citation shall identify all appeal rights and include
8 instructions on how to appeal the citation.

9 (10) The administrative citation shall contain the printed name and the
10 signature of the enforcement officer issuing the citation and, where reasonably possible
11 to obtain it, the signature of the responsible party (or managing employee if the
12 responsible party is a business entity), if he or she can be located, as set forth in
13 subsection (d) below.

14 (d) **Service of Citation.**

15 (1) If the responsible party is present at the scene of the violation, the
16 enforcement officer shall attempt to obtain his/her signature on the administrative citation
17 and shall deliver a copy of the administrative citation to him/her.

18 (2) If the responsible party is a business, and the business owner is on
19 the premises, the enforcement officer shall attempt to deliver the administrative citation
20 to the business owner. If the enforcement officer is unable to serve the business owner
21 on the premises and the enforcement officer can only locate the manager or on-site
22 supervisor, the administrative citation may be issued in the name of the business and a
23 copy given to the manager or on-site supervisor. A copy of the administrative citation shall
24 also be mailed to the business owner by certified mail, return receipt requested, and by
25 first class mail. If a copy of the administrative citation that is sent by certified mail is
26 returned by the United States Postal Service unsigned or marked "unclaimed" and/or
27 "refused", then service by first class mail shall be deemed effective provided it is also not
28 returned by the United States Postal Service.

1 (3) If a responsible party cannot be located at the property, then a copy
2 of the administrative citation shall be posted in a conspicuous place on or near that
3 property, if practicable, and a copy mailed by certified mail, return receipt requested, and
4 by first class mail, to all responsible parties at their last known addresses as they appear
5 on the last County equalized assessment role, or any other available public records
6 related to title or ownership of the property that is the subject of the administrative citation.
7 If the copy of the administrative citation sent by certified mail to a responsible party is
8 returned by the United States Postal Service with the mail receipt unsigned, or marked
9 "unclaimed" and/or "refused", then service by first class mail shall be deemed effective
10 provided it is also not returned by the United States Postal Service.

11 (4) The failure of any responsible party to receive a copy of the
12 administrative citation shall not affect the validity of the proceedings.

13 (e) **Administrative Penalties**

14 (1) **General.** Pursuant to California Government Code sections 53069.4
15 and 25132(c) and unless otherwise provided in this Code, the amount of penalty to be
16 imposed for a violation of this Code and assessed by means of an administrative citation
17 shall be one hundred dollars (\$100.00) for the first occurrence of a violation; five hundred
18 dollars (\$500.00) for the second occurrence of the same violation; and one thousand
19 dollars (\$1,000.00) for the third and each subsequent occurrence of the same violation.
20 Notwithstanding this paragraph, the amount of penalty to be assessed by means of an
21 administrative citation may be established by resolution of the Board of Directors of the
22 San Bernardino County Fire Protection District.

23 (2) **Multiple Violations.** Notwithstanding the tables of administrative
24 penalties for violations relating to Dangerous Fireworks, Safe and Sane Fireworks, False
25 and Negligent Alarms and those violations defined as egregious violations, when multiple
26 violations of this Code or any provision of a code or standards adopted or incorporated
27 by reference by this Code occur concurrently and are addressed through the
28 Administrative Citation process pursuant to this section, the fire code official may, at his

1 or her discretion, assess administrative penalties in the following manner:

2 (A) The administrative penalty for the first and second violation
3 occurring concurrently shall be the full penalty as defined by Section 41(e)(1).

4 (B) The administrative penalties for the third and subsequent
5 violations occurring concurrently may be reduced to twenty-five (\$25.00) dollars per
6 violation.

7 (C) This alternative penalty system shall only apply to the first
8 occurrence within a one-year period.

9 (3) **Additional Citations.** If the violation is not corrected within the time
10 limits established in this section, then additional administrative citations may be issued
11 for the same violation. The amount of the penalty shall increase at the rate specified
12 above.

13 (A) Payment of the penalty shall not excuse the failure to correct
14 the violation nor shall it bar further enforcement action by the San Bernardino County Fire
15 Protection District or any other enforcement agency authorized to issue administrative
16 citations.

17 (B) The penalties assessed shall be payable to the District (or to
18 the District's designated collection/processing agent), or to any enforcement agency
19 authorized to issue administrative citations (or to such agency's designated
20 collection/processing agent) within 30 calendar days from the date the administrative
21 citation is issued.

22 (C) Except as provided below, any person who fails to pay to the
23 District (or the District's designated collection/processing agent), or to any enforcement
24 agency authorized to issue administrative citations (or such agency's designated
25 collection/processing agent) any penalty imposed pursuant to the provisions of this Code
26 on or before the date that the penalty is due shall also be liable for the payment of any
27 applicable late payment charges as established by the Board of Directors.

28 (D) The District may collect any past due administrative citation

1 penalty or late payment charge by use of any available means, including without
2 limitation, the recording of a notice of lien, describing the real property affected and the
3 amount of the costs and administrative citation penalties claimed by the District with the
4 Office of the County Recorder. The District may transmit notice of the award of abatement
5 costs and administrative citation penalties, or notice of the judgment thereon arising from
6 a collection or other legal action, to the Treasurer/Tax Collector who shall place the
7 amount thereof on the assessment role as a special assessment to be paid with County
8 taxes, unless sooner paid. The District may also recover its collection costs. A judgment
9 or award of such costs, penalties or damages may also be enforced in any other manner
10 provided by law.

11 (E) The District may also recover its administrative costs incurred
12 in defending the citation at the appeal hearing.

13 (F) All administrative citation penalties collected pursuant to
14 these provisions shall be deposited into specific funds maintained by or on behalf of the
15 District exclusively for the purpose of funding the enforcement of this Code.

16 **42. Administrative Citations and Penalties – Dangerous Fireworks, and Unlawful**
17 **Use of Safe & Sane Fireworks.**

18 (a) This section governs, and applies only to, the imposition and enforcement
19 of administrative penalties related to the storage, possession, handling, sale, use,
20 transportation, or public display of those fireworks classified as "Dangerous Fireworks,"
21 and the unlawful use of Safe and Sane Fireworks.

22 (b) For the purposes of this Section, the term "Dangerous Fireworks" shall be
23 defined pursuant to California Health and Safety Code section 12500, et seq. and shall
24 also include "Safe and Sane" fireworks as defined in California Health and Safety Code
25 section 12529, which have been modified to act in the same manner as Dangerous
26 Fireworks.

1 (c) The penalties enumerated in this section shall not apply to Law
2 Enforcement or District personnel acting within the scope of their official duties or to a
3 pyrotechnic licensee when operating pursuant to that license.

4 (d) The imposition of administrative penalties related to "Dangerous Fireworks"
5 under this section shall be limited to persons who store, possess, handle, sell, use,
6 transport, or publicly display 25 pounds or less (gross weight including packaging) of such
7 Dangerous Fireworks. Any persons who store, possess, handle, sell, use, transport, or
8 publicly display over 25 pounds (gross weight including packaging) of such Dangerous
9 Fireworks may be subject to criminal action.

10 (e) Administrative penalties collected pursuant to this section related to
11 "Dangerous Fireworks" shall not be subject to California Health and Safety Code section
12 12706, which section provides that certain fines collected by a court of the state be
13 deposited with, and disbursed by, the County Treasurer. However, the District shall
14 provide cost reimbursement to the State Fire Marshal pursuant to regulations to be
15 adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the
16 transportation and disposal of "Dangerous Fireworks" seized by the District, which costs
17 will be part of any administrative penalty imposed. Unless and until said regulations have
18 been adopted by the state of California, the District shall hold in trust two hundred fifty
19 dollars (\$250) of any penalty collected to cover the cost reimbursement to the State Fire
20 Marshal for said cost of transportation and disposal of the "Dangerous Fireworks."

21 (f) Notwithstanding the penalties defined in this Section, administrative
22 citations issued pursuant to this section shall comply with all the requirements of Section
23 41 of this Code.

24 (g) Each person who violates any provision of this Code relating to the storage,
25 possession, handling, sale, use, transportation, or public display of Dangerous Fireworks
26 shall be subject to the imposition and payment of an increased administrative penalty as
27 provided, below:

28 **Administrative Penalties for Dangerous Fireworks**

Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$1,250.00	\$125.00	\$1,375.00
Second	\$2,250.00	\$225.00	\$2,475.00
Three or More	\$3,250.00	\$325.00	\$3,575.00

(h) Each person who violates any provision of this Code relating to the unlawful storage, possession, handling, sale, use, transportation, or public display of unmodified Safe and Sane fireworks shall be subject to the imposition and payment of an increased administrative penalty as provided in the table below:

Administrative Penalties for Safe and Sane Fireworks			
Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$150.00	\$15.00	\$165.00
Second	\$250.00	\$25.00	\$275.00
Three or More	\$350.00	\$35.00	\$385.00

(i) The issuance of an administrative citation pursuant to this section shall not preclude the fire code official or any other person authorized to issue an administrative citation pursuant to this section from seizing any Dangerous Fireworks or unlawfully used Safe and Sane fireworks pursuant to this Code and California Health and Safety Code section 12721.

43. Administrative Penalties – Egregious Violations.

(a) Any person who violates Section 20 relating to Stop Work Orders, Section 23 relating to tampering with notices, Section 24 relating to overcrowding, Section 25 relating to obstructed egress, Section 26 relating to unlawful open fires, and Section 27 relating to explosives and pyrotechnics or any other violation of this Code or of the provisions of any code adopted or incorporated by reference by this Code that is reasonably determined by the fire code official to present an immediate or potentially

immediate threat to public safety, shall be subject to the imposition and payment of an increased administrative penalty as provided in the table below:

Administrative Penalties for Egregious Violations			
Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$250.00	\$25.00	\$275.00
Second	\$750.00	\$75.00	\$825.00
Three or More	\$1,250.00	\$125.00	\$1,375.00

(b) For the purposes of this section, each instance of a violation may be considered a separate violation subject to a separate penalty. However, multiple violations cited during a single occurrence or inspection shall not each be considered a separate occurrence incurring a higher penalty amount. EXAMPLE: During a first inspection, two required exit doors are found to be chained and the dance hall is overcrowded. An administrative citation may be issued for three (3) counts of egregious violations at \$250.00 each, rather than three (3) counts each at \$250.00, \$750.00, and \$1,250.00 respectively.

44. Administrative Remedies and Penalties For Nuisance Fire Alarms.

(a) Any person identified in this section who causes or allows to be caused a nuisance fire alarm shall be subject to the remedies identified in this Section. For purposes of this section, a "nuisance fire alarm" is any fire alarm signal that has resulted in an emergency response where there is no evidence of an actual emergency.

(b) An administrative penalty may be imposed against the owner of a premises on or in which a nuisance fire alarm has originated, on each occurrence after the third occurrence at a single premises.

(c) An administrative penalty may be imposed against the owner of a premises if the owner fails to return proof of service/repair of the equipment within fifteen (15) days after receiving written notice from the fire code official ordering the correction of a nuisance fire alarm.

(d) If the fire code official determines that the nuisance fire alarm was directly caused by an onsite employee or representative of the fire alarm contractor during the course of testing, maintenance or repair, the nuisance fire alarm shall be counted against the owner of the premises.

(e) In lieu of or in addition to the administrative penalties listed above, the fire code official is authorized to order the owner of a premises to:

(A) Silence an activated fire alarm system, have corrective action taken and thereafter reset it.

(B) Disconnect or deactivate the fire alarm system until corrective actions can be taken.

(C) Institute a fire watch pursuant to Section 901.7 of this Code in the event a fire alarm system is disconnected or deactivated, until corrective action is taken. The owner is responsible for paying all costs associated with establishing a fire watch.

(f) Notwithstanding the provisions of Section 41 no administrative citation shall be imposed for the first three (3) nuisance fire alarms at the same premises during each calendar year.

(g) An occurrence of a nuisance fire alarm shall not result in the imposition of an administrative penalty if the nuisance fire alarm was caused by the malicious causes beyond the control of the owner unless the fire code official has given prior written notice to the owner to provide reasonable safeguards against additional nuisance fire alarms and the owner has failed to comply with that notice.

(h) Administrative Penalties. Any person who violates any provision of this section shall be subject to the imposition and payment of an administrative penalty as provided in the table below:

Administrative Penalties for False or Nuisance Fire Alarms			
Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
Four to Five ¹	\$100.00	\$10.00	\$110.00

Six to Seven	\$200.00	\$20.00	\$220.00
Eight or More	\$500.00	\$50.00	\$550.00

1. This penalty shall also apply to any occurrence of Sections 38(a)(1)(B), 38(a)(1)(c), and 38(a)(2)(B).

1 **45. Appeal of Administrative Citations.**

2 (a) **Notice of Appeal.** Any person in whose name an administrative citation
3 has been issued may appeal the administrative citation by filing a written notice of appeal
4 with the District. If the District has designated a processing agent, then the responsible
5 party shall file his/her written notice of appeal with the designated processing agent. The
6 written notice of appeal must be filed within 20 calendar days of the date the
7 administrative citation was served in a manner set forth in subsection (d) of this section.
8 The written notice of appeal shall be filed together with an advance deposit, consisting of
9 a cashier's check, for the full amount of the penalty stated on the administrative citation;
10 unless the District has issued an advance deposit hardship waiver. Failure to file a written
11 notice of appeal within this time period shall constitute a waiver of the right to appeal the
12 administrative citation.

13 (b) **Advance Deposit Hardship Waiver.** Any person intending to appeal an
14 administrative citation and who is financially unable to make the advance deposit as
15 required by this section may file a written request for an advance deposit hardship waiver
16 with the District. A District-approved form shall be made for this purpose. The written
17 request shall be filed with the District within 10 calendar days of the date the
18 administrative citation was served.

19 (c) **Advance Deposit Hardship Waiver Evaluation Procedures.** The
20 advance deposit requirement shall be stayed pending a determination by the Fire
21 Chief/Fire Warden, or the Fire Chief/Fire Warden's designee, that a waiver shall not be
22 issued. The Fire Chief/Fire Warden, or the Fire Chief/Fire Warden's designee, may waive
23 the advance deposit requirement and issue a waiver only if the person requesting the
24 waiver submits to the Fire Chief/Fire Warden's attention a sworn affidavit, together with
25 any supporting documents or materials, reasonably demonstrating to the Fire Chief/Fire
26 Warden the person's actual financial ability to submit the deposit in advance of the appeal
27 hearing. The filing of a written request for an advance deposit hardship waiver shall not
28 extend the time limits for appealing an administrative citation. The Fire Chief/Fire

1 Warden, or the Fire Chief/Fire Warden's designee, shall issue a written decision
2 explaining the reason(s) for not issuing the waiver. The written decision of the Fire
3 Chief/Fire Warden, or the Fire Chief/Fire Warden's designee, shall be final. In the event
4 a waiver is not issued, the person intending to appeal must remit the advance deposit
5 with a written notice of appeal as herein provided.

6 (d) **Contents of Notice of Appeal.** The notice of appeal shall be submitted on
7 District-approved forms and shall contain the following information:

8 (1) A brief statement setting forth the appealing person's (hereinafter
9 "appellant") interest in the proceedings;

10 (2) A brief statement of the material facts which the appellant claims
11 supports his/her contention that they did not commit, cause, or otherwise allow a violation
12 of one or more provisions of this Code to occur, exist, or continue as alleged in the
13 administrative citation at issue; or he/she is not a responsible party as defined at Section
14 41(b)(9) of this Code.

15 (3) A mailing address at which the appellant agrees that notice of any
16 additional proceeding or an order relating to the imposition of an administrative citation
17 penalty, shall be received and accepted by the appellant by First Class Mail.

18 (4) The notice of appeal must be signed and dated by the appellant.

19 (e) **Administrative Hearing.** The resolution of an appeal of an administrative
20 citation issued under the authority of this Code shall be by an administrative hearing
21 conducted according to the procedures set forth in this section. Upon the District's
22 designated processing agent's receipt of a timely, written notice of appeal from the
23 appellant, an administrative hearing shall be held as follows:

24 (1) **Hearing Date.** The date of the hearing shall be set for a date that is
25 no later than 60 days from the date the notice of appeal is received by the District's
26 processing agent.

27 (2) **Notice of Hearing.** Notice of the administrative hearing shall be
28 given to the appellant at least 10 calendar days prior to the hearing. The notice may be

1 delivered to the appellant or mailed by first class mail to the address listed in the notice
2 of appeal. Neither personal service nor service by certified mail shall be required.

3 (3) **Hearing Officer.** The administrative hearing shall be held before the
4 Fire Chief/Fire Warden, or the Fire Chief/Fire Warden's designee. The Hearing Officer
5 shall not be the enforcement officer who issued the administrative citation or his/her
6 immediate supervisor. The Fire Chief/Fire Warden, through the District's contracting
7 process, may contract with a qualified provider for administrative processing and
8 collection services to provide hearing officers to conduct administrative hearings and
9 process administrative citations, including the collection of payment of administrative
10 citation penalties.

11 (4) **Conduct of the Hearing.**

12 (A) The Hearing Officer shall not be limited by the technical or
13 formal rules of evidence. The District shall bear the burden of proof at the administrative
14 hearing to establish the existence of a violation of this Code by a preponderance of the
15 evidence. The Hearing Officer shall have the discretion to exclude evidence if its
16 probative value is substantially outweighed by the probability that its admission will cause
17 an undue consumption of time. The enforcement officer establishing or confirming the
18 occurrence or existence of a violation of this Code shall be deemed the complaining or
19 reporting party. Personal or other identifying information regarding any other reporting
20 party shall be deemed both irrelevant and subject to the federal and state constitutional
21 rights of privacy; and, therefore, shall not be subject to review or disclosure.

22 (B) If the appellant fails to appear at the administrative hearing,
23 the Hearing Officer shall make his/her determination based on the information contained
24 in the enforcement officer's case file and the appellant's notice of appeal.

25 (C) Provided that proper notice of the administrative hearing has
26 been served as required by this or other applicable chapters of this Code, an appellant
27 who fails to appear at the administrative hearing shall be deemed to have waived each of
28 the following: the right to such hearing, the adjudication of issues presented at the

1 hearing, and any and all rights afforded to the appellant under this Code. The appellant
2 shall also be deemed to have failed to exhaust his/her administrative remedies.

3 (D) The only evidence that shall be permitted at the administrative
4 hearing and considered by the administrative Hearing Officer in reaching a decision, is
5 that evidence which is relevant to the proof or disproof of:

- 6 (i) Ownership of the subject property, when applicable;
7 (ii) Whether a person noticed by the District as a
8 responsible party is, in fact, a responsible party;
9 (iii) Whether a violation of this Code occurred and/or
10 continues to occur on the date or dates specified in the administrative citation;
11 (iv) Whether the responsible party has committed, caused,
12 maintained, or permitted a violation of this Code on the date or dates specified on the
13 administrative citation.

14 (f) **Hearing Officer's Decision.**

15 (1) After considering all the testimony and evidence submitted at the
16 hearing, the Hearing Officer shall promptly issue a written decision ("Administrative
17 Citation Appeal Ruling") to uphold or cancel the administrative citation and shall list in the
18 decision the reasons for that decision.

19 (2) If the Hearing Officer determines that the administrative citation
20 should be upheld, then the amount of the penalties set forth in the citation shall not be
21 reduced or waived for any reason. This subsection shall not apply to "warning only"
22 administrative citations or to any administrative citation that indicates on its face that the
23 penalty will be waived if the violation is corrected by the deadline compliance date and
24 the violation is so corrected.

25 (3) If the administrative citation has been upheld, the Hearing Officer
26 may allow payment of the administrative penalty in installments, if an advance deposit
27 hardship waiver has been issued to the appellant.

28 (4) If the Hearing Officer overturns the administrative citation, then no

1 penalty shall be assessed and any penalty otherwise deposited with the District or its
2 designated processing/collection agent, shall be promptly refunded to the appellant.

3 (5) The appellant shall be served with a copy of the hearing officer's
4 written decision either at the conclusion of the hearing or sent by First Class Mail within
5 a reasonable time. The Hearing Officer's written decision shall become final on the date
6 of the hearing unless mailed; otherwise it shall become final on the date of mailing.

7 (6) The Hearing Officer's written decision shall contain instructions for
8 obtaining judicial review of the decision pursuant to California Government Code section
9 53069.4, as that section may be from time to time amended, or the successor provision
10 thereto.

11 (7) If the administrative citation is upheld, the Hearing Officer shall also
12 award the District its enforcement costs and its costs in defense of the citation (including
13 the actual time spent conducting the hearing). An itemized summary of these costs shall
14 be presented to the Hearing Officer by the District within 10 days following the Hearing
15 and mailed to appellant by First Class Mail to the address listed on the Notice of Appeal.

16 (g) **Judicial Review of Administrative Hearing Officer's Decision.**

17 (1) **Notice of Appeal.** Within 20 calendar days of the date of the delivery
18 or mailing of the Hearing Officer's decision to the appellant, the appellant (hereafter
19 "contestant") may contest that decision by filing an appeal to be heard by the Superior
20 Court, and paying to the court clerk the filing fee set forth at Government Code section
21 53069.4, or the successor provision thereto. The failure to file the written appeal and to
22 pay the filing fee within this period shall constitute a waiver of the right to an appeal and
23 the decision shall be deemed confirmed. The contestant shall serve a copy of the notice
24 of appeal in person or by first class mail upon the District.

25 (2) **Conduct of the Superior Court Appeal Hearing.** The conduct of
26 the appeal before the Superior Court is a subordinate judicial duty and may be performed
27 by traffic trial commissioners and other subordinate judicial officers at the direction of the
28 presiding judge of the superior court. The appeal shall be heard de novo, except that the

1 contents of the District's file in the case shall be received in evidence. A copy of the
2 document or instrument of the District providing notice of the violation and imposition of
3 the administrative penalty (i.e., the administrative citation) shall be admitted into evidence
4 as prima facie evidence of the facts stated therein. The court shall request that the
5 District's file in the case be forwarded to the court, to be received within 15 calendar days
6 of the request.

7 (3) **Judgment.** The court shall retain the filing fee regardless of the
8 outcome of the appeal. If the court finds in favor of the contestant, the amount of the fee
9 shall be reimbursed to the contestant by the District. Any deposit of the administrative
10 penalty shall be refunded by the District in accordance with the judgment of the court. If
11 the administrative penalty has not been deposited and the decision of the court is against
12 the contestant and in favor of the District, the District may proceed to collect the penalty
13 pursuant to the procedures set forth in this Code, or in any other manner provided by law.

14 **46. Recording of a Notice of Pendency.**

15 (a) Whenever the District institutes a judicial action or proceeding to enforce
16 this Code, a Notice of Pendency of the action or proceeding may be filed with the County
17 Recorder's Office. The notice may be filed at the time of the commencement of the action
18 or proceeding, and upon recordation of the notice as provided in this section, shall have
19 the same effect as a notice recorded in compliance with Section 405.7 of the California
20 Code of Civil Procedure.

21 (b) The County Recorder shall record and index the Notice of Pendency of
22 action or proceeding in the Grantor/Grantee Index.

23 (c) Any Notice of Pendency of action or proceeding filed in compliance with this
24 section may, upon motion of a party to the action or proceeding, be vacated upon an
25 appropriate showing of need therefore by an order of a judge of the court in which the
26 action or proceeding is pending.

27 (d) A certified copy of the "Order to Vacate Notice of Pendency" may be
28 recorded with the County Recorder's Office, and upon the recordation, the Notice of

Pendency of the action or proceeding shall not constitute constructive notice of any of the matters contained therein nor create any duty of inquiry in any person thereafter dealing with the property described therein.

(e) An "Order to Vacate Notice of Pendency" shall not be appealable, but the party aggrieved by the order may, within 20 days after service of written notice of the order, or within additional time not exceeding 20 days as the court may, within the original 20 days allow, but in no event later than 60 days after entry of the order, petition the proper reviewing court to review the order by writ of mandate.

(f) No "Order to Vacate Notice of Pendency" shall be effective, nor shall it be recorded with the County Recorder's Office, until the time within which a petition for the filing of a writ of mandate has expired in compliance with this section.

47. Filing Notice of Action.

Whenever an enforcement action is initiated and prior to filing a Notice of Pendency, the District may, pursuant to Government Code section 27280, file with the County Recorder's Office a Notice of Action identifying the enforcement action taken for violation of this Code or other applicable law.

48. Public Nuisance Abatement for Fire Hazards.

Any violation of this Code, the California Fire Code, the San Bernardino County Fire Protection District Fire Prevention Standards or of the provisions of any code adopted and incorporated by reference by this Code may be deemed a fire hazard by the fire code official and acted upon pursuant to the public nuisance abatement provisions of Chapter 5 of Division 3 of Title 2 of the San Bernardino County Code beginning with Section 23.0503.

49. Board of Appeals – Code Application and Interpretations.

(a) In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this Code (except for administrative citations issued pursuant to Sections 41, 42, 43 and 44), there shall be two appeals boards, namely the Planning Commission and the Building and

1 Safety Board of Appeal.

2 (b) **Limitations on Authority.** An application for appeal shall be based on a
3 claim that the intent of this Code or the rules, standards and interpretations adopted
4 hereunder have been incorrectly interpreted, the provisions of this Code do not fully apply,
5 or an equivalent method of protection or safety is proposed. The board shall have no
6 authority to waive requirements of this Code.

7 (c) **Qualifications.** The board of appeals shall consist of members who are
8 qualified by experience and training to pass judgment on matters pertaining to hazards of
9 fire, explosion, hazardous conditions or fire protection systems and are not employees of
10 the fire code official.

11 (d) **Appeals Hearings.** Appeals concerning standards of building construction,
12 electrical work, and all fire protection and detection systems shall be heard by the Building
13 and Safety Board of Appeals. All other appeals shall be heard by the Planning
14 Commission. Hearings shall be in accordance with this section.

15 (e) **Request for Hearing.** Any person may appeal the District's interpretation
16 regarding the provisions of the San Bernardino County Fire Protection District Fire Code
17 within 15 days after the date such interpretation is rendered, or after enforcement begins.
18 Unless an imminent hazard to life or property exists, enforcement involving an appealed
19 interpretation may be suspended until a decision regarding the appeal has been reached.

20 (f) **Hearing Procedures.** Within 30 days of the acceptance of an application
21 for an appeal, the County or City having jurisdiction shall set the matter for hearing and
22 shall give notice to the appellant, the applicant and to any other party who has requested
23 in writing to be so notified. During the hearing, witnesses may be sworn in and examined
24 and evidence produced, and parties may be represented by counsel. The appropriate
25 appeals board shall keep a record of the proceedings of each hearing and shall issue
26 written findings and a decision within 15 days of the conclusion of the hearing. A written
27 copy of the decision shall be mailed to the parties by first class mail, at such addresses
28 as they have provided.

1 (g) **Fees and Costs.** The District shall act as staff to the Appeals Board, and
2 for that purpose may determine and set fees to charge an appellant to cover the cost of
3 preparation of the record for appeal. A summary of costs shall be compiled and sent to
4 the appellant after all the appeals proceedings have been completed. Any refund due the
5 appellant shall be returned within 60 days after the summary is sent.

6 **50. Cost Recovery.**

7 Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et
8 seq., 13916(a), 25259.4, 25514, 25515(a), 25540(a), 25541(a), California Government
9 Code sections 53150, 53151, 53152, 53159(a) & (b), California Vehicle Code section
10 23112.7, and all other provisions of law, all costs incurred by the San Bernardino County
11 Fire Protection District for the inspection and enforcement of any provision of this Code,
12 the investigation of any fire, explosion or other hazardous condition, the suppression of
13 fire, the response to a traffic collision or accident, the containment and/or mitigation of a
14 hazardous materials release, and any rescue or rendering of medical or physical aid or
15 assistance, may be charged to any responsible party, any person who violates this Code
16 or any person who, due to a negligent or unlawful act or omission, is responsible for or
17 requires or causes the emergency response of this District pursuant to a schedule of fees
18 adopted by the District. Any expense incurred by this District for such an emergency
19 response shall constitute a debt of such person and shall be collectible by the District in
20 the same manner as in the case of an obligation under contract, express or implied.

21 **51. Treble Damages.**

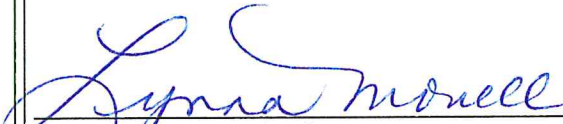
22 Upon a second or subsequent civil or criminal judgment for a violation of this Code
23 within a two-year period, the violator shall be liable to the District for treble the abatement
24 costs.

1 SECTION 3. This ordinance shall take effect 30 days from the date of adoption.

2 

3
4 DAWN ROWE, Chair
Board of Directors

5
6 SIGNED AND CERTIFIED THAT A COPY
7 OF THIS DOCUMENT HAS BEEN DELIVERED
8 TO THE CHAIR OF THE BOARD OF DIRECTORS

9 

10 LYNNA MONELL, Secretary
11 to the Board of Directors

1 STATE OF CALIFORNIA)
 2) ss.
 3 COUNTY OF SAN BERNARDINO)

4 I, LYNNA MONELL, Secretary of the Board of Directors of the San Bernardino
 5 County Fire Protection District, State of California, hereby certify that at a regular meeting
 6 of the Board of Directors of the San Bernardino County Fire Protection District, held on
 7 the 28th day of February, 2023, at which meeting were present Directors: Col. Paul Cook
 8 (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr., and the Secretary,
 9 the foregoing ordinance was passed and adopted by the following vote, to wit:

10 AYES: DIRECTORS: Col. Paul Cook (Ret.), Jesse Armendarez,
 11 Dawn Rowe, Curt Hagman, Joe Baca, Jr.,

12 NOES: DIRECTORS: None

13 ABSENT: DIRECTORS: None

14 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal
 15 of the Board of Directors this 28th day of February, 2023.

16 LYNNA MONELL, Secretary to the Board of Directors
 17 of the San Bernardino County Fire Protection District

18 
 19 Deputy
 20 

21 Approved as to Form:

22 TOM BUNTON
 23 County Counsel

24 By: 
 25 JOLENA E. GRIDER
 26 Deputy County Counsel

27 Date: 3/1/23
 28



CITY OF NEEDLES

Development Services Department

817 Third Street • Needles, California 92363
(760) 326-5740 • FAX (760) 326-6765
www.cityofneedles.com

Item 3.

Exhibit "B" Ordinance 662-AC

August 8, 2023

Fire Apparatus Access Roads Surface Alternative

Proposed "Exception Number 2 of Section 503.2.3" alternative:

PURPOSE: The requirement for the fire code official being authorized to allow alternate roadway surfaces designed or evaluated by a qualified professional engineer is over burdensome for developers in the City of Needles and creates challenges for development in the City as it is so isolated from the rest of San Bernardino County. The fire access roadway appropriate thickness of surface materials and base materials will be an administrative action determined by the City Manager or designee subject to applicable provisions of the Needles Municipal Code.

1. The City Manager or designee is authorized to evaluate and designate fire apparatus roadway surfaces and after consultation with the San Bernardino County Fire Protection District to determine the reliability and safety of the road and subject to applicable provisions of the Needles Municipal Code.



Request for Board Action

City of Needles, California

Item 4.

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Accept Change Order No. 3 for work to be completed by Cora Constructors, Inc. for the "L" Street Water Booster Station Project and Accept the Notice of Completion for the work.

Background: The "L" Street Water Booster Station project consisted of the demolition of the existing pump house and construction of a new building and booster station at the existing site. Cora Constructors, Inc was awarded the project in August 2022 and completed the project on July 31, 2023.

The total contract amount including two (2) previous change orders was \$868,108.15. Change Order No. 3, which is presented here, includes costs for a damper to be installed in lieu of a manual operating louver, and a new Pump Control Panel (PCP) that required replacement. These items increased the project by a total of \$29,705.88 resulting in a total contract amount of \$897,814.03.

Fiscal Impact: The project is funded by Grant Amendment No. 2 to the original Grant Agreement with the California State Water Resources Control Board in the amount of \$14,247,995 for water system improvements. The "L" Street Water Booster Station is identified as Phase 3 of the total project in the amount of \$838,695 with a \$91,000 allowable contingency.

The total construction cost consisting of the base bid and (3) change orders for the project resulted in a total contract amount of \$897,814.03 with Cora Constructors, Inc. The project was completed within the base bid amount and allowable contingency resulting in no additional cost to the City.

Finance Dept.

Recommendation: Accept Change Order No. 3 for work to be completed by Cora Constructors, Inc. for the "L" Street Water Booster Station Project and authorize staff to execute said Change Order and issue a Notice of Completion to record with the San Bernardino County Recorder's Office.

Submitted By: Kathy Raasch, Projects Manager

City Management Review:

Date:

8/12/2023

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

AGENDA ITEM: 4

101

CITY OF NEEDLES
CHANGE ORDER

Item 4.

PROJECT: "L" Street Water Booster Pump Station

ORDER NO: 3

OWNER: City of Needles

CONTRACTOR: Cora Constructors, Inc.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

Description of Changes	Decrease Contract Price	Increase Contract Price
1) Increase cost for damper		\$ 360.25
2) Install new Pump Control Panel		\$29,345.63

JUSTIFICATION:

1) Increase cost for damper

The louver shown on the plan was swapped out for a damper to open automatically when the exhaust fan turns on. The total cost of the damper is \$1604.30 for all labor and materials to perform the work. A previous Change Order increased the contract by \$1244.05 for the damper, however, a different type of damper was approved subsequently which resulted in an increase of \$360.25. This item was approved by the Engineer of Record during the RFI process.

Funding for this item is reimbursable from the grant contingency.

2) Install new Pump Control Panel

It was determined during pump start-up that the electrical Pump Control Panel (PCP) was not compatible with the power coming in at the service. The contractor removed the panel and installed a new panel prior to full start up of the booster station. This item was approved by the Engineer of Record during the RFI process.

Funding for this item is reimbursable from the grant contingency.

Original Contract Price	\$ 838,695.00
Previous Change Order(s) Amount	\$29,413.15
Original Contract Price plus previous Change Orders	\$ 868,108.15
Contract Price Due This Change Order	\$ 29,705.88
New Contract Price	\$ 897,814.03

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
N/A	July 31, 2023	N/A

APPROVALS REQUIRED

Requested by:


Signature (Project Manager)

Date: 7/31/23

Contractor Acceptance:

Signature (Contractor)

Date: _____

Approved by:

Signature (City Manager)

Date: _____
CC meeting

CHANGE ORDER



City of Needles, California Request for Council Action

Item 5.

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

Meeting Date: August 8, 2023

Title: NPUA Audit RFP

Background: In June 2023, City staff sent out Request for Proposals (RFP) for professional auditing services for the NPUA audit for FY 23, and thereafter to the following companies:

1)	LSL CPAs and Advisors	Sacramento, CA
2)	Davis Farr LLP	Irvine, CA
3)	Maze & Associates	Pleasant Hill, CA
4)	Rogers, Anderson, Malody & Scott	San Bernardino, CA
5)	The Pun Group, LLP	Santa Ana, CA
6)	Mann Urrutia Nelson CPAs	Sacramento, CA
7)	Eadie & Payne	Riverside, CA
8)	Vasquez & Company LLP	Glendale, CA
9)	Borchardt, Corona & Faeth Accountancy Corp.	Fresno, CA
10)	Sroka & Co. CPAs	Irvine, CA
11)	MGO CPA	Los Angeles, CA
12)	Eide Bailly, LLP	Las Vegas, NV
13)	Burger & Comer	Saipan, MP

Advertising was also published in the local newspaper, on PlanetBids and posted on the City's website. The proposal period closed on July 25, 2023 and the following one bid was received:

1)	Vasquez & Company LLP	Glendale, CA	\$35,353 for FY 23 \$36,414 for FY 24
----	-----------------------	--------------	--

Recommendation: Award of contract to Vasquez & Company LLP for professional auditing services to perform the FY 23 & FY 24 NPUA audit

Fiscal Impact: \$35,353 for FY 23 and \$36,414 for FY 24

Submitted By: Barbara DiLeo, Finance Department

City Management Review: Peter J. [Signature] For RD **Date:** 8/12/2023

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

Agenda Item: 5

Technical Proposal for Professional Audit Services

City of Needles

Needles Public Utility Authority (NPUA)

Submitted by:

Roger A. Martinez
Partner, Audit Practice Leader
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: (213) 873-1703
Fax: (213) 873-1777
Email: ram@vasquezcpa.com

July 25, 2023



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655 N. Central Avenue
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213-873-1700
OFFICE

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Transmittal Letter

July 25, 2023

City of Needles
Needles Public Utility Authority (NPUA)
817 3rd Street,
Needles, CA 92363

RE: Vasquez Technical Proposal to Provide Professional Audit Services to the City of Needles' Needles Public Utility Authority (NPUA).

Vasquez & Company LLP (Vasquez) appreciates the opportunity to respond to the Needles Public Utility Authority (NPUA) request for proposal to audit its financial statements for 2 years beginning with the fiscal year ending June 30, 2023, with the option to extend the agreement for two additional 2-year terms. Our understanding of the engagement and key aspects of our firm which distinguish us from our competitors are summarized in this letter.

Firm's Understanding

- Perform an audit and render an auditor's report on the Basic Financial Statements of NPUA in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States and the Minimum Audit Requirements for California Special Districts.
 - As part of our audit, we will render a report on the basic financial statements and also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to NPUA.
 - We will render an auditor's report on NPUA's internal control over financial reporting and on compliance with relevant laws and regulations and other matters based on our audit of the financial statements.
- Prepare and file the NPUA Special Districts Financial Report to the State Controller's Office.
- Issue a Management Letter addressed to the Board of Directors and City Manager that includes recommendations for improvements in internal control, accounting procedures, and other significant observations that are considered to be non-reportable conditions.
- Provide guidance on the implementation of new accounting standards issued by the Governmental Accounting Standards Board (GASB) and specifics of Federal and State of California regulations as they pertain to local government accounting.
- Be available to perform additional work as requested by NPUA.



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Upon request and specifically at the conclusion of our audit, we will be pleased to make a presentation to the Board of Public Utilities for the City of Needles and NPUA, during which we will discuss our audit approach, scope and results. We pride ourselves on our ability to convey complex information in an informative fashion, free of bias, such that Management and the Board of Public Utilities can evaluate the significance of the information and determine action plans as may be appropriate.

Why Vasquez?

We believe Vasquez is the best choice for NPUA for the following reasons:

- Partners/managers with international accounting experience will be lead the delivery of our services for this external audit,
- Extensive experience with water, utilities and other government agencies, having served 100 municipalities over the past 10 years,
- One of the largest government practices in Los Angeles County with the added resources of the RSM US Alliance (fifth largest accounting firm in the nation), with access to national resources that could be accessed in our service to NPUA.
- We are familiar with NPUA's operations because we were your former external auditors for a number of years until the fiscal year ended June 30, 2019.

Vasquez is committed to providing NPUA with the highest level of customer service and trust that you will find Vasquez well qualified to provide NPUA with professional auditing services. This proposal is a firm and irrevocable offer for the period covered. Should you have any questions or desire further assistance, please call me at the contact information below. I, Roger A. Martinez, Partner, Audit Practice Leader with Vasquez & Company LLP, am authorized to negotiate and bind the firm to contract.

VASQUEZ & COMPANY LLP

Roger A. Martinez
Partner, Audit Practice Leader
655 N Central Avenue, Suite 1550
Glendale, CA 91203
t) 213-873-1703
f) 213-873-1777
e) ram@vasquezcpa.com

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Independence

Vasquez meets the independence requirements of the auditing standards generally accepted in the United States of America and the *Government Auditing Standards*, published by the United States General Accounting Office ("Yellow Book") as it relates to the NPUA and its component units.

Independence Policies and Monitoring Programs

One of the primary objectives of our system of quality control is to provide reasonable assurance that our firm and personnel comply with relevant ethical requirements when discharging professional responsibilities. Relevant ethical requirements include independence, integrity and objectivity.

Our firm satisfies this objective by establishing and maintaining policies and enforcing specific procedures relative to the following:

- Personnel adherence to relevant ethical requirements such as those in regulations, interpretations and rules of the AICPA, Securities and Exchange Commission, Department of Labor, Public Company Accounting Oversight Board, U.S. Government Accountability Office, state CPA societies, state boards of accountancy, state statutes and any other applicable regulators.
- Communicating independence requirements to firm personnel and, where applicable, others subject to them.
- Identifying and evaluating possible threats to independence and objectivity, including the familiarity threat that may be created by using the same senior personnel on an audit or attest engagement over a long period of time, and to take appropriate action to eliminate those threats or reduce them to an acceptable level by applying safeguards.
- Withdrawing from engagements if effective safeguards to reduce threats to independence to an acceptable level cannot be applied.
- Written confirmation, at least annually, of compliance with policies and procedures on independence from all firm personnel required to be independent by relevant requirements.
- Confirming the independence of another firm or firm personnel in associated member firms who perform part of an engagement.
- Rotating personnel for audit or attest engagements where regulatory or other authorities require such rotation after a specified period.
- Advising acquired practice units of our policies related to independence, integrity and objectivity.

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Firm Qualifications and Experience

Vasquez was established in 1969 as a Limited Liability Partnership registered with the State of California Department of Consumer Affairs.

Experienced Leaders:

- Roger Martinez, Vasquez Audit Practice Leader and former KPMG office of professional practice partner dealing with complex audit, accounting and risk management issues at a national level will lead our delivery of services to NPUA.
- Cristy Canieda, Vasquez Partner, formerly with PwC, will act as the engagement quality control reviewer and provide an objective evaluation of the significant judgments the engagement team made and the conclusions it reached in formulating the auditor's report.

National Resources:

- As part of the RSM US Alliance we have access to the resources, tools and expertise of RSM US LLP (the fifth largest accounting firm in the United States).

Anticipating Your Needs:

- Our professionals, with extensive experience in performing financial and compliance audits of utility agencies in California will bring an unbiased, fresh perspective to NPUA's systems, operations and practices.
- Our experience will allow us to assess your risk and compare your existing policies and practices to those used by other efficient, reputable agencies. We will focus on the critical areas to your operations.

Communication with NPUA:

- We will hold regularly scheduled status meetings to keep you abreast of our progress.
- We will provide you meaningful status reports.
- We will take a proactive approach to developing effective solutions to identified challenges.
- Team members, including the engagement partner and quality control partner will be available to you on a year-round basis.

Addressing Critical Accounting Matters:

Recognizing that your interests are best served by highly qualified, knowledgeable and trained accountants and auditors, we offer our staff and our clients:

- Frequent training in current technical matters and subjects of importance to the finance, accounting and auditing aspects of local governments such as new GASB and Statement on Auditing Standards (SAS) requirements.
- Specifics of Federal and State of California regulations as they pertain to local government accounting, reporting and compliance.

Timeliness:

- We understand and appreciate the importance of adhering to agreed-upon timelines and meeting deadlines.
- We structure our audit approach to recognize issues early, plan for the orderly completion of our work and avoid end-of-the-audit surprises. As such, we commit to perform the work within the required time period.

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New GASB Pronouncement Experience:

- Our team has assisted our clients in the adoption of applicable GASB statements.
- Our firm assists clients in assessing their readiness to implement the new standards as well as guiding them through the actual implementation.

Providing an Effective and Efficient Audit:

- Our risk-based approach, our high caliber management team, and our experienced staff ensures that critical issues are not overlooked, but instead are promptly identified, communicated to you and resolved to NPUA's satisfaction.

Personnel Resources

Since its inception, Vasquez has focused on serving governmental entities. As a result, the government industry comprises the largest portion of the industries we serve today.

Partners	7
Directors	7
Sr. Managers /Managers	22
Supervisors	25
Senior Auditors	65
Staff Auditors	124
Professionals	250
Administrators	30
Total	280

National Resources

Vasquez is an integral part of the RSM US Alliance, a premiere affiliation of independent accounting and consulting firms in the United States, with more than 75 members in over 38 states, the Cayman Islands and Puerto Rico. This affiliation gives us access to a full range of national and international capabilities. As a member of the RSM US Alliance, Vasquez has access to the resources and services RSM provides its own clients. We accepted an invitation to become a member of the RSM US Alliance because it is a natural fit with our commitment to our clients and our determination to stay at the forefront of developments affecting accounting and consulting firms today.

RSM US Alliance provides its members with access to resources of RSM US LLP (formerly known as RSM US LLP), the leading provider of audit, tax and consulting services focused on the middle market, with more than 8,000 people in 80 offices nationwide. RSM US LLP (RSM) is a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax and consulting firms with more than 37,500 people over 110 countries. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM.



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Government Practice Group

The Vasquez Government Practice Group comprises 200+ professionals trained and experienced in serving government entities, specializing in California cities, municipal water, transportation, education, and other special districts.

The Vasquez Government Practice Group are professionals from international accounting firms seeking to focus on their chosen industry – mainly government and nonprofit – and work with greater autonomy in a progressive, agile, client-centric environment. The Vasquez leadership consists of eight (8) partners, each previously working with one or more global accounting firms. This experience emphasizes quality, innovation, performance standards, opportunity, discipline, and professional growth.

Office Locations

We will serve the NPUA from our headquarters based in Glendale:

<u>Headquarters</u> 655 N. Central Avenue, Suite 1550 Glendale, CA 91203 t) 213-873-1700 f) 213-873-1777	<u>Fresno</u> 1444 Fulton Street Fresno, CA 93721 t) 559-663-0213	<u>Irvine</u> 7545 Irvine Center Dr., Suite 200 Irvine, CA 92618 t) 949-623-8798	<u>Las Vegas</u> 3753 Howard Hughes Parkway Paradise, Unit 200 Las Vegas, NV 89169 t) 702-784-7644
<u>Manila</u> 29F Rufino Tower 6784 Ayala Avenue Makati City, 1226 Philippines	<u>Phoenix</u> Two North Central Avenue, Suite 1800 Phoenix, AZ 85004 t) 602-759-7319	<u>Sacramento</u> 1215 K Street 17 th Floor Sacramento, CA 95814 t) 916-503-3269 f) 916-503-2401	<u>San Diego</u> 333 H Street Suite 5000 Chula Vista, CA 91910 t) 619-254-6605 f) 213-873-1777

Government and Utility Clients

Vasquez performs numerous financial and compliance audits of governmental organizations. These audits include risk assessments conducted pursuant to a structured approach based on the standards outlined in the COSO Principles.

Our audits are performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, OMB Uniform Guidance, and the Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts (when applicable).

Clients		
City of Agoura Hills	City of Hawthorne	City of South Gate
City of Alhambra	City of Hidden Hills	City of Torrance
City of Antelope Valley	City of Huntington Park	City of Vernon
City of Arcadia	City of Industry	City of Walnut
City of Avalon	City of Inglewood	City of West Hollywood
City of Artesia	City of Irwindale	Alameda Corridor-East Construction Authority
City of Azusa	City of La Puente	Encina Wastewater Authority
City of Baldwin Park	City of Lawndale	Hidden Valley Municipal Water District

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Clients		
City of Bell	City of Long Beach	Los Angeles County Metropolitan Transportation Authority
City of Beverly Hills	City of Lynwood	Metropolitan Water District of Southern California
City of Bradbury	City of Malibu	Municipal Water District of Orange County
City of Burbank	City of Maywood	Needles Public Utility Authority
City of Calabasas	City of Montebello	Plumas County Transportation Commission
City of Carson	City of Monterey Park	Port of Long Beach
City of Claremont	City of Moreno Valley	San Gabriel Basin Water Quality Authority
City of Commerce	City of Norwalk	San Gabriel Valley Council of Governments
City of Compton	City of Palos Verdes Estates	San Joaquin Regional Transit District
City of Covina	City of Pico Rivera	Southern California Association of Governments
City of Cudahy	City of Pomona	Southern California Regional Rail Authority
City of Culver City	City of Rosemead	SunLine Transit Agency
City of Diamond Bar	City of San Fernando	United Water Conservation District
City of Downey	City of Santa Monica	Upper San Gabriel Valley Municipal Water District
City of El Monte	City of Simi Valley	Victor Valley Wastewater Reclamation Authority
City of Gardena	City of South El Monte	Water Replenishment District of Southern California

Quality Control

Vasquez has an extensive quality control program designed to monitor compliance with the audit and accounting professional standards and firm policies. Our client service approach requires the active involvement of experienced partners and managers in the consulting and audit engagements to make sure that critical issues are identified and resolved on a timely basis.

Review Process

All audit engagements are required to have a secondary review by either a report review specialist or a concurring reviewer. Before the reports, the financial statements and any letter communicating reportable conditions and other letters are released, they must be reviewed by a report review specialist not otherwise associated with the engagement. The report review specialist's role is supportive to that of the partner and, organizationally, they are responsible for one or more offices.

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Prior to commencement of fieldwork and as the engagement progresses toward completion, the report review specialist is expected to aid the partner and the audit team in resolving difficult accounting, auditing and reporting issues. Upon completion of the partner review and before release of the report, the report review specialist must review the financial statements, our report thereon, and the letter communicating reportable control structure conditions and any other special reports or letters to be issued.

The audit plan should be reviewed and concurred with by a concurring reviewer designated for the industry prior to commencement of fieldwork if the industry is designated as "high risk" by firm policy or when engagement risk is otherwise assessed as high and the engagement is a first-time audit for the firm. If a concurring review is performed during planning, this reviewer will also perform a review of all of the firm's reports, as well as discussing significant audit findings and issues with the engagement partner.

Independence Policies and Monitoring Programs

One of the objectives of our system of quality control is to provide reasonable assurance that our firm and personnel comply with relevant ethical requirements when discharging professional responsibilities. Relevant ethical requirements include independence, integrity and objectivity.

Our firm satisfies this objective by establishing and maintaining policies and enforcing specific procedures relative to the following:

- Personnel adherence to relevant ethical requirements such as those in regulations, interpretations and rules of the AICPA, Securities and Exchange Commission, Department of Labor, Public Company Accounting Oversight Board, U.S. Government Accountability Office, state CPA societies, state boards of accountancy, state statutes and any other applicable regulators.
- Communicating independence requirements to firm personnel and, where applicable, others subject to them.
- Identifying and evaluating possible threats to independence and objectivity, including the familiarity threat that may be created by using the same senior personnel on an audit or attest engagement over a long period of time, and to take appropriate action to eliminate those threats or reduce them to an acceptable level by applying safeguards.
- Withdrawing from engagements if effective safeguards to reduce threats to independence to an acceptable level cannot be applied.
- Written confirmation, at least annually, of compliance with policies and procedures on independence from all firm personnel required to be independent by relevant requirements.
- Confirming the independence of another firm or firm personnel in associated member firm who perform part of an engagement.
- Rotating personnel for audit or attest engagements where regulatory or other authorities require such rotation after a specified period.
- Advising acquired practice units of our policies related to independence, integrity and objectivity.

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Performance Monitoring and Assessment

The objective of the engagement performance element of our quality control is to provide reasonable assurance that:

- Engagements are consistently performed in accordance with applicable professional standards and regulatory and legal requirements
- Our firm or engagement partner issues reports that are appropriate in the circumstances

Policies and procedures for engagement performance address all phases of the design and execution of the engagement, including engagement performance, supervision responsibilities and review responsibilities. Policies and procedures require that consultation takes place when appropriate. Also, our firm has established criteria against which all engagements are to be evaluated to determine whether an engagement quality control review should be performed.

We satisfy the above objectives by establishing and maintaining the following policies and procedures:

- Planning for engagements meets professional, regulatory and firm requirements.
- Qualified engagement team members review work performed by other team members on a timely basis.
- Vasquez establishes procedures addressing the nature, timing, extent and documentation of the engagement quality control review.
- Vasquez establishes criteria for the eligibility of engagement quality control reviewers.
- Vasquez requires that consultation take place when appropriate; that sufficient and appropriate resources are available to enable appropriate consultation to take place; that all the relevant facts known to the engagement team are provided to those consulted; that the nature, scope and conclusions of such consultations are documented; and that conclusions resulting from such consultations are implemented.

Management follow-up procedure internally called "Voice of the Client" to set tone of "how we did" and "where can we improve".

Federal or State Desk or Field Reviews

Vasquez is proud of its record of quality professional service throughout its over 50-year history and state that our firm:


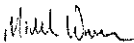
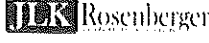
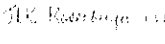
- Has never had any complaints filed against it with the California State Board of Accountancy for substandard work or for any other reason,
- Has never received a negative desk or field review from any of our clients' cognizant agencies regarding any of our audits.

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Peer Review Report

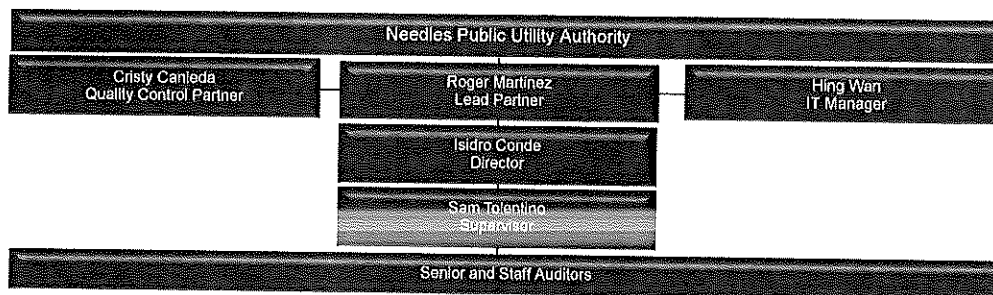
Vasquez is a member of the American Institute of Certified Public Accountants (AICPA) Division of Firms and received a Peer Review Rating of "Pass" without comment - the highest rating from the AICPA on its peer review dated May 5, 2023. As a member of the AICPA Governmental Audit Quality Center (GAQC), this peer review covered several government engagements similar in size and complexity as the NPUA performed in accordance with Government Auditing Standards and Uniform Guidance. A copy of the peer review opinion follows:

 <p>May 05, 2023</p> <p>Gilbert Vasquez Vasquez & Company, LLP 600 N. Central Ave. Ste. 1050 Glendale, CA 91203</p> <p>Dear Gilbert Vasquez:</p> <p>It is my pleasure to notify you that on May 05, 2023, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.</p> <p>As you know, the report has a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.</p> <p>Thank you for your cooperation.</p> <p>Sincerely,</p>  <p>Michael Wagner Chair, National PCAOB +1 510 401 4502</p> <p>cc: James Dougherty, Roger Martinez Firm Number: 556010129115 Review Number: 587308</p>	 <p>Report on the System of Quality Control</p> <p>September 16, 2023</p> <p>To: Gilbert Vasquez, Esq. Vasquez & Company, LLP 600 N. Central Ave. Ste. 1050 Glendale, CA 91203</p> <p>We have received the peer review report dated May 05, 2023, from the American Institute of Certified Public Accountants (AICPA) Division of Firms. The report states that your firm's system of quality control is in compliance with the AICPA's standards. We are pleased to hear that your firm has received this positive feedback.</p> <p>The report also noted that your firm's system of quality control is in compliance with the AICPA's standards. We are pleased to hear that your firm has received this positive feedback.</p> <p>Peer Review Response:</p> <p>We are pleased to hear that your firm's system of quality control is in compliance with the AICPA's standards. We are pleased to hear that your firm has received this positive feedback.</p> <p>Additional Information and Recommendations:</p> <p>We are pleased to hear that your firm's system of quality control is in compliance with the AICPA's standards. We are pleased to hear that your firm has received this positive feedback.</p> <p>Signature:</p> 
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Partner, Supervisory and Staff Qualifications and Experience

Our team structure, staffing, service approach, communication and coordination are refined to fit the unique needs of NPUA. We staff our engagements with individuals focused on a dedicated industry because of their desire to make a positive impact with their careers, resulting in continuity of the team members you work with year after year.

Engagement Team



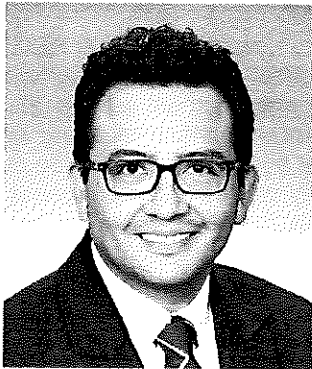
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Team Member	Role
Roger A. Martinez, CPA Partner	<p>Roger Martinez, Vasquez Audit Practice Leader and former KPMG national office of professional practice partner dealing with complex audit, accounting and risk management issues at a national level will be responsible for planning and directing our services to NPUA. He will develop our audit strategy, provide on-site direction to our team, work closely with NPUA management and will be available throughout the year to ensure proactive issue identification and service delivery.</p>
Cristy Canieda, CPA, CGMA Partner	<p>Cristy Canieda, Vasquez Government Practice Leader, with over twenty (20) years of public accounting experience, will have the responsibility of technical reviewer for the engagement and work closely with the Lead Partner to review and evaluate the audit fieldwork and reports.</p> <p>Cristy oversees all the firm's municipal audit engagements and serves as a Technical Reviewer for the GFOA Certificate of Excellence in Financial Reporting Program.</p>
Isidro Conde, CPA Director	<p>Isidro Conde, Vasquez Director, with fifteen (15) years of public accounting and auditing experience, will work closely with the Lead Partner in planning, coordinating and reviewing the fieldwork for NPUA engagement. He will manage the day-to-day activities and task accomplishments, monitor progress, and ensure schedule compliance and proactive service delivery.</p>
Hing Wan, CISA IT Manager	<p>Hing Wan, Vasquez IT Manager with over ten (10) years of experience in IT consulting and auditing, will oversee audit procedures pertaining to the NPUA's financial systems and Information Technology.</p> <p>Hing's IT risk-based controls assessments approach for evaluating and testing internal controls provides added assurance to management and the Governing Board.</p>
Sam Tolentino Audit Supervisor	<p>Sam Tolentino, Vasquez Supervisor, will work closely with Vasquez management in planning and coordinating for NPUA engagement. He will perform audit fieldwork procedures and report preparation as well as provide guidance to audit staff in the field.</p>

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ROGER A. MARTINEZ, CPA

Partner, Audit Practice Leader

Vasquez & Company LLP

Tel: 213-873-1703

Email: ram@vasquezcpa.com

Areas of Expertise

Roger's areas of expertise overseeing all aspects of financial and compliance audits including internal control reviews and Single Audits performed in accordance with Office of Management and Budget Uniform Guidance, program-specific audits, financial statement reviews, and forecasts to government agencies.

Representation of Experience

- City of Long Beach
- City of Vernon
- City of Adelanto
- City of Cudahy
- City of El Monte
- City of Huntington Park
- City of Norwalk
- City of La Puente
- University of California System
- Alameda Corridor – East Construction Authority
- Alameda Corridor Transportation Authority
- California State University System
- California State Teachers' Retirement System
- California State Treasurer's Office
- Los Angeles County Employees Retirement Association
- Los Angeles County Metropolitan Transportation Authority
- Los Angeles Unified School District
- Los Angeles Water and Power
- Los Angeles World Airports
- Los Angeles Community College District
- Metropolitan Water District of Southern California
- Port of Los Angeles
- San Gabriel Valley Council of Governments
- San Gabriel Basin Water Quality Authority
- San Joaquin Transit Agency
- Southern California Regional Rail Authority
- SunLine Transit Agency

Professional Background and Affiliations

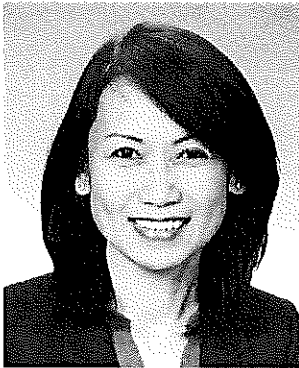
Roger is a member of the American Institute of Certified Public Accountants, the California Society of Certified Public Accountants, the Los Angeles Chamber of Commerce, and the Association of Latino Professionals in Finance and Accounting. He has held many board memberships with private companies and nonprofit organizations. He is currently on the Advisory Board for the Salvation Army and Los Angeles County Medical Association.

Educational Background

Roger received his Bachelor of Arts, Major in Economics and Minor in Accounting from the University of California, Los Angeles. He remains current on accounting matters by attending conferences and continuing education courses applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. He maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

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CRISTY A. CANIEDA, CPA, CGMA

Partner, Government Practice Leader

Vasquez & Company LLP

Tel: 213-873-1720

Email: ccanieda@vasquezcpa.com

Areas of Expertise

Cristy's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews and Single Audits performed in accordance with Office of Management and Budget Federal Uniform Guidance, program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports, State Controller's reports.

Prior Experience

- City of Baldwin Park
- City of Carson
- City of Culver City
- City of El Monte
- City of Hawthorne
- City of Huntington Park
- City of Long Beach
- City of Lynwood
- City of Montebello
- City of Moreno Valley
- City of Norwalk
- City of Pico Rivera
- City of Simi Valley
- City of Torrance
- City of West Hollywood
- Coachella Valley Association of Governments
- Community Development Commission of Los Angeles County
- Imperial County Local Transportation Authority
- Jurupa Community Special District
- La Habra Heights Water District
- La Puente Valley County Water District
- Los Angeles Community College District
- Los Angeles County Metropolitan Transportation Authority
- Orange County Water District
- Rancho California Water District
- San Gabriel Valley Council of Governments
- Southern California Association of Governments
- SunLine Transit Agency
- Upper San Gabriel Valley Municipal Water District
- Water Replenishment District of Southern California

Professional Background and Affiliations

Cristy's professional background includes Diehl, Evans & Company and Audit Manager and Manager, Tech. Standards and Continuing Education with PwC. She is a Certified Public Accountant licensed to practice in the State of California.

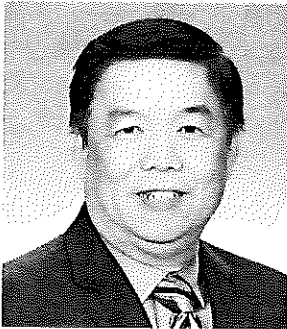
Educational Background

Cristy received her Bachelor of Science in Accountancy and Associate in Government Auditing from Enverga University and her Master's in Business Administration from Ateneo Graduate School of Business. She remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. She maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.



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ISIDRO CONDE, CPA

Audit Director

Vasquez & Company LLP

Tel: 213-873-1730

Email: cconde@vasquezcpa.com

Areas of Expertise

Cid's practice is in managing all aspects of financial and compliance audits including internal control reviews, Single Audits performed in accordance with Office of Management and Budget Uniform Guidance, program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports and State Controller's reports.

Representation of Experience

- City of Baldwin Park
- City of El Monte
- City of Huntington Park
- City of La Puente
- City of Montebello
- City of Norwalk
- City of Temple City
- City of Vernon
- City of Needles Public Utility Authority
- Los Angeles County Metropolitan Transportation Authority
- San Gabriel Valley Council of Governments
- SunLine Transit Agency
- Upper San Gabriel Metro Water District

Professional Background and Affiliations

Cid's professional background includes EY where his practice was focused on audit engagement planning, budgeting and preparing audit programs, draft financial statements, tax returns and management reports. Cid is a Certified Public Accountant licensed to practice in the State of California.

Educational Background

Cid received his Bachelors of Science in Commerce, major in Accounting, from the University of San Carlos. He remains current on accounting matters by attending conferences and continuing education courses on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. He maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.



CHUN HING GEND WAN, CISA
 IT Audit Manager

Area of Expertise

Hing's practice is focused on planning, operational audits and reviews of IT Enabled Business Transformation; Global & Regional Project/Program Management; Business Process and Systems Management/Optimization; Shared Services, Business Process Outsourcing; Activity Based Management; IT Governance, Risk and Compliance; Sarbanes – Oxley (SOX) 404; IT Audit and Controls; ERP Security and Controls; ERP Materials Management; Enterprise Information Architecture; Master Data Management; Business Intelligence; Resolution and Incident Management; Performance Metrics; Global & Regional Team Development & Management.

Representation of Experience

- City of Carson
- City of Culver
- City of Norwalk
- City of San Fernando
- City of Simi Valley
- City of South El Monte
- City of Torrance
- City of West Hollywood

Professional Background and Affiliations

Hing's prior experience includes Audit Manager at Globe Telecoms, Inc. the leading telecommunications company in the Philippines. Prior to joining Globe in August 2021, he was a manager at Ernst & Young, under the Consulting Practice specializing in Technology Risk services. He has worked on a variety of engagements in the field of Information Technology (IT) audit, service organization controls reporting (SOCR), and management testing.

Hing is a Certified Information Systems Auditor (CISA).

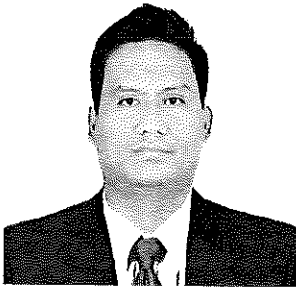
He is a member of the IT Committee of the Philippine Institute of Certified Public Accountants (PICPA).

Educational Background

Hing received his Bachelor of Science in Accountancy from San Beda University, Philippines. He remains current on accounting matters by attending conferences and continuing education courses applicable to a Finance/IT professional.

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SAMUEL TOLENTINO

Senior Auditor

Vasquez & Company LLP

Tel: 213-873-1714

Email: stolentino@vasquezcpa.com

Area of Expertise

Samuel's practice is focused on participating in financial and compliance audits of government agencies and nonprofit organizations, including internal control reviews and Single Audits performed in accordance with *Title II U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Representation of Experience

- Arizona Water Company
- City of Baldwin Park
- City of Needles
- San Gabriel Valley Council of Governments
- United Water Conservation District

Professional Background

Samuel's professional background includes PwC, EY and KPMG where his practice was focused on audit engagement planning, budgeting and preparing audit programs, draft financial statements, and management reports.

Educational Background

Samuel earned his Bachelor of Science degree in Accounting from the Polytechnic University of the Philippines. He remains current on accounting matters by attending seminars focused on subjects applicable to accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements.

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Similar Engagements with Other Governmental Entities

Client/Contact/Address	Nature of Engagement
Water Replenishment District of Southern California Mr. Scott M. Ota, CPA, CIRA Chief Financial Officer (562) 921-5521	Annual financial and compliance audit and management letter. GFOA Award. 2008 to present
San Gabriel Basin Water Quality Authority Ms. Mary H. Saenz, CPA Director of Finance (626) 338-5555 x 105	Annual financial and compliance audit and management letter. 2016 to present
City of Torrance Ian Dailey, Assistant Finance Director (310) 781-7527 idailey@torranceca.org	Audited Financial Statements Measure W Fund of the City of Torrance, California Report on Financial statements, internal control over financial reporting and compliance on other matters, balance sheet, statement of revenues, expenditures, and changes in fund balance, notes to financial statements. June 30, 2021 - Present
Encina Wastewater Authority LeeAnn Warchol Administrative Services Manager/Treasurer/Auditor Tel: (760) 268-8849	Annual financial and compliance audit and management letter. GFOA Award. 2017 to 2021
Upper San Gabriel Valley Municipal Water District Ms. Evelyn Rodriguez, CPA Chief Financial Officer (626) 443-2297	Annual financial and compliance audit and management letter. GFOA Award. 2005 to 2018

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Audit Approach

As part of an audit engagement, we leverage a formal project management methodology to help ensure that all tasks are planned effectively and ultimately completed on time and that any changes in the schedule will be properly documented and authorized. As part of the planning process, we will work with you to agree upon a communications plan to set forth the protocols for periodic status updates and escalations throughout the project. In addition, we will provide regular status reporting throughout the audit, consistent with the communications plan.

Experienced project managers with strong project management skills are embedded within your audit team. These Vasquez team leaders will provide highly collaborative project management expertise and consultation to the NPUA to ensure no surprises during the audit. Additionally, Vasquez will continuously look for ways to improve the management and execution of the audit. We want to ensure audit planning, scheduling, and budgeting are executed properly and timely.

At each phase of our engagement, our client service standards guide us toward providing an exceptional customer experience – one in which we become a trusted adviser and bring innovative ideas and solutions that deliver value to you.

- **We understand.** Our audit and consulting professionals follow our CaseWare process, which provides a thorough understanding of your business, current situation, needs, and expectations to ensure no surprises at each phase of the engagement.
- **We communicate.** Our team is trained to communicate consistently and openly at the right time to the right people.
- **We collaborate.** We collaborate to bring together the right expertise to meet your needs, resolve emerging issues proactively, and bring innovative ideas and solutions that deliver value to you.
- **We deliver.** We deliver what we promise – on time, on budget, and with the highest quality.



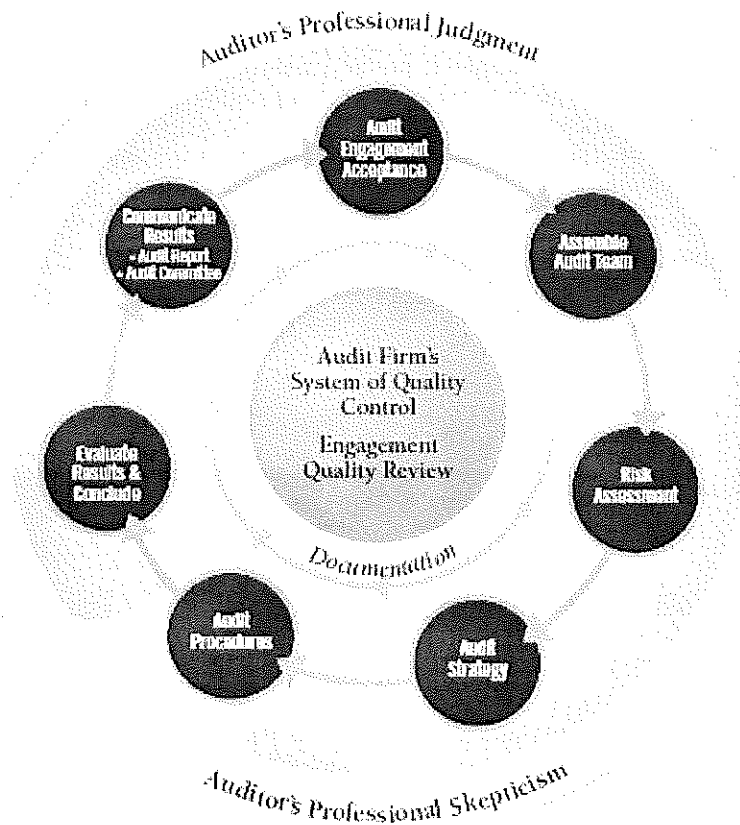
At Vasquez, we want to build strong relationships with our clients and continuously seek to understand ways to ensure that our services align with their needs. We believe striving for continuous improvement in interacting with and delivering services to clients is important. We do this, in part, by adhering to defined client service standards and seeking feedback on our performance from our clients.

Every financial statement audit engagement presents a different set of challenges. No two organizations are the same, and therefore, we must tailor the audit to each organization based on the specific risks identified.

Our audit approach is based on a risk assessment process which is planned and executed by experienced auditors. The results as depicted below form the basis for our audit strategy and procedures, and ultimately yield practical comments for strengthening internal controls and improving practices, as well as our opinion on the financial statements and our auditor's reports on internal control and compliance with laws and regulations.

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Risk Assessment

The design of an effective audit plan depends on the audit team's ability to identify and assess the risk that the financial statements contain a material misstatement, whether caused by error or fraud. The risk assessment process will include the following:

- Obtaining an understanding of the NPUA and the environment in which they operate. This includes efforts to understand the events, conditions, and organizational activities that might reasonably be expected to have a significant effect on the risks of material misstatement. In addition, understanding the NPUA and the environment will often involve considering the regulatory environment, business objectives, and strategies and selecting an application of accounting principles.
- Considering information gathered during the engagement acceptance and continuance evaluation, including prior reports, audit planning activities, previous audits, and other non-audit engagements performed for the NPUA.
- Inquiring of the audit committee, management, and others within the NPUA about risks of material misstatement.
- Obtaining an understanding of the NPUA's internal controls over financial reporting.

Performing analytical procedures, such as comparing the NPUA's current financial statement account balances to prior year financial statements and budgeted amounts and/or comparing relevant financial ratios to industry or prior year ratios.

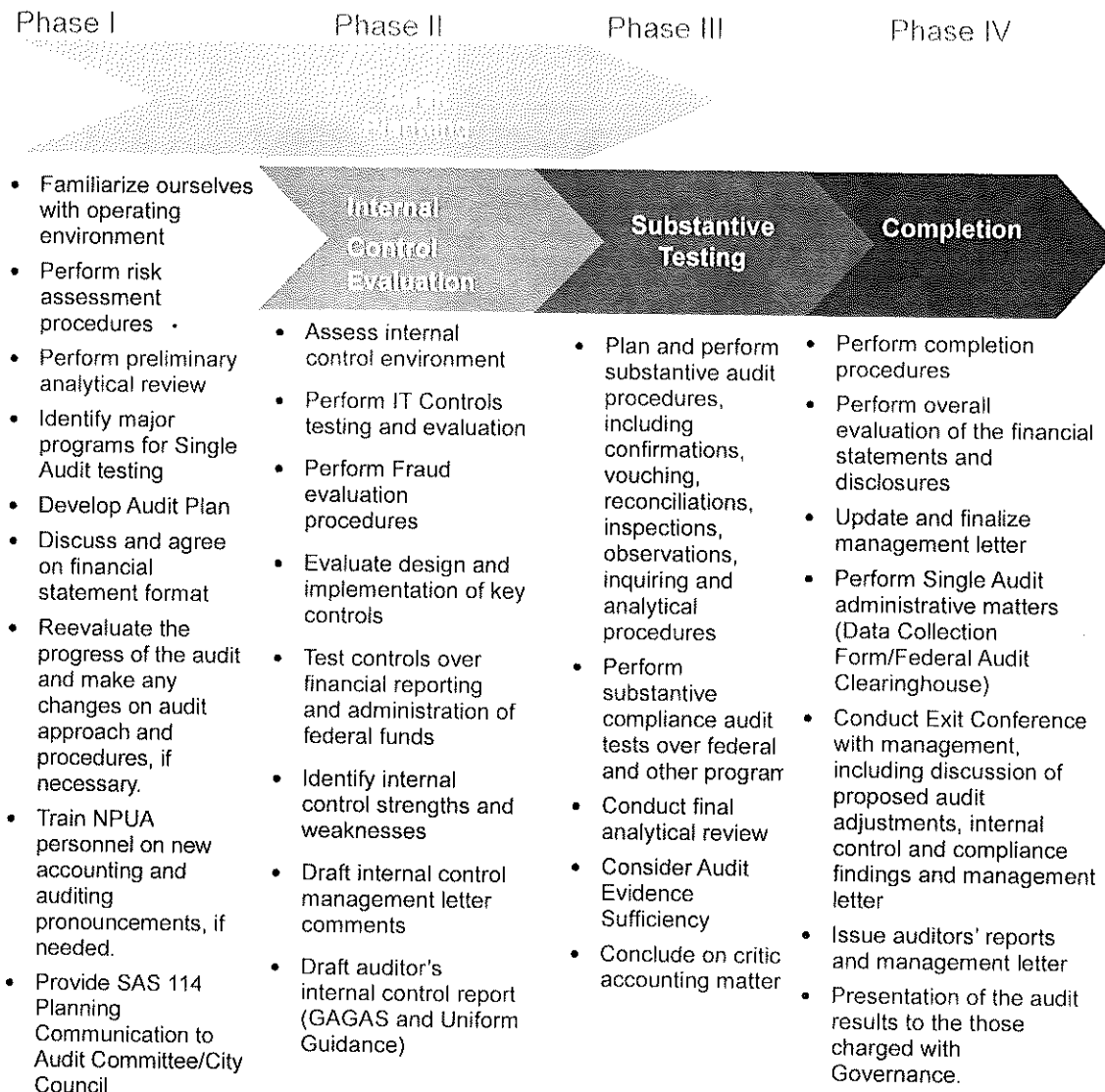
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Developing an Audit Strategy

In developing an audit strategy, we may decide to perform tests of the NPUA's internal control over certain systems and processes. We assess the desirability of adopting such a strategy by considering cost/benefit considerations, the volume of transactions, and prior-year control testing results. If test results indicate that the NPUA's internal controls are effective, we may decide to reduce the level of substantive tests that it performs as a basis for its opinion.

a) Proposed segmentation for the engagement;



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Phase I – Audit Planning

The planning phase lays the foundation for the direction of our audit efforts. It encompasses the following steps:

- Conducting entrance conferences with the appropriate NPUA management personnel. The agenda would include, but need not be limited to the following:
 - The application of generally accepted accounting principles
 - Concerns of NPUA management
 - Report requirements, refinements, and deadlines
 - Initial audit approach and timing schedule
 - Assistance by NPUA personnel
 - Establishment of principal contacts
 - Progress reporting process
 - Consideration of Fraud in a Financial Statement Audit
 - The auditors' responsibility for fraud prevention
 - Scheduling inquiries of management and others (including non-accounting personnel) about the risk of fraud
- We believe we must assist the NPUA in implementing new accounting, auditing, and compliance requirements. For that reason, we intend to schedule training with NPUA personnel involved in all phases of the audit for them to have a clear understanding of the latest technical changes for their respective areas and a clear understanding of the audit requirements and timeline.
- Expanding our understanding of the NPUA and its operating environments. We will accomplish this by familiarizing ourselves and updating our knowledge of applicable background information pertinent to the NPUA, its component units, their mission, funding sources, and structure through our review of the following:
 - Applicable state legislation
 - The NPUA's charter, if applicable, and Municipal Code
 - Organizational charts
 - Minutes of Council and Audit Committee and NPUA Board meetings
 - Policies and procedures manuals, administrative codes, rules, and regulations
 - Description of the NPUA's financial and other information systems
 - Recent financial statements and key operating statistics
 - Reports of special audits by regulators or other auditors
 - Contracts and major commitments
 - Grant agreements
 - Significant operating agreements
 - Cost allocation plans
 - Possible effects on the NPUA of the actions of regulatory agencies
 - Fraud risk assessment processes
 - Utility rate ordinances
 - Bond ordinances and offering statements
 - I.T. Strategic Plan

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- Through our background knowledge of the NPUA and our fact-finding process, we will develop an in-depth understanding of the areas of concern. We will be able to meet with NPUA management to discuss areas that might significantly impact the timing and completion of the audits, or that may be of particular concern to management. We will review such areas in-depth to obtain an early understanding and resolution of any "problem" areas that may impede our progress and to develop our overall approach so that the NPUA will have sufficient time to develop the data necessary for the completion of the audit with a minimum amount of disruption of the day-to-day routine.

Our planning process will include a specific review of computer activities performed by NPUA personnel to:

- Determine the organizational and operational controls over the data being processed, including, but not limited to, system development and maintenance controls, hardware controls, and access controls
- Evaluate the degree of "control consciousness" among personnel
- Determine the potential impact of general control strengths and weaknesses
- Consider the possibility of management override of controls.

Our principal sources of information for this review will be interviews with responsible accounting and computer operations personnel, reviews of program documentation for the NPUA's system, and direct observations made by our audit team.

- The audit team will use our analytical review techniques to identify other areas requiring attention. Until the year-end account balances are finalized, our review will focus on budgets compared to actual/projected information. We can thus identify sensitive areas to determine whether they require extra attention. We will also focus on unusual fluctuations occurring within individual funds to identify accounts and areas which merit further investigation.
- Based on our understanding of the NPUA's operating environment, through our analytical review and other planning procedures, we will meet with NPUA personnel to highlight areas to be emphasized during the audit. We will concentrate our efforts on the identified areas of audit concern and areas we know to be important to NPUA management. Some of our preliminary audit concerns are elaborated as follows:
 - Compliance with applicable laws, regulations, and reporting requirements
 - Receipt of all revenue to which the NPUA is entitled
 - Purchase authorizations within budgetary limitations
 - Adequate safeguarding of NPUA cash, investments, and inventory assets
- We will work directly with the appropriate NPUA personnel to discuss the financial statements and footnotes in accordance with all authoritative accounting systems and interpretations. Accordingly, we will meet to discuss and agree upon the format for the individual and general-purpose financial statements and any additional requirements that may be relevant because of recent or pending professional pronouncements. (See "Phase IV - Completion" for a more in-depth discussion of our financial reporting capabilities.)

Interim audit testing

Our audit approach is flexible and tailored to fit the NPUA's evolving needs. We will work with you to review the current audit schedule to determine the best approach for the various phases of the financial statement audit. We provide you the option of an interim audit effort or after year-end. There are several advantages to performing interim testing, such as:

- It shifts the timing of our testing into less busy periods of the year for your staff and our staff.

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- It allows us to focus on the high-risk areas before the year-end close, providing more time to deal with issues.
- It allows us to judge the quality of the interim period, rather than solely year-end, financial statement information, and cut-offs, allowing us to identify and for the NPUA to implement best practices over internal controls and processes.

There are advantages to performing interim audit testing, and, as we stated previously, we will work with you to determine the best approach, and you will control this process.

Phase II – Control Evaluation

Understanding how key systems and processes contribute to your overall processing environment and affect the reliability of financial information is a primary element of our audit approach. Our objective is to assess whether security, integrity, continuity, and control standards are conducive to reliable processing, consistent with the NPUA's technology standards, and appropriate to safeguard your information assets.

I.T. General Controls

I.T. general controls are pervasive controls within the I.T. environment. The following types of I.T. general controls are typically addressed in our audit approach:

- **Logical security (access to programs and data)**—includes the components of management governance over Information Technology (policies and procedures, monitoring), application configuration (passwords, service accounts, super users, user identification/authentication), and security of the physical assets.
- **Change control management**—assesses program changes (upgrades, service patches, source code) moved into the production environment. The processes that ensure the appropriate initiation, authorization, segregation, testing, and approval are evident.
- **Data backup and recovery**—reviews that the data backup process and ability to recover data for the financially significant applications, databases, spreadsheets, and operating systems for the given opinion period are complete, tested, and maintained, including the handling of errors.
- **Job processing**—tests for the completeness of data interfacing into the financially significant applications and the change management processes for handling errors, script changes, and interface edits.
- **Security administration**—addresses the user access provisioning (new hire onboarding, position/role changes, employee separation) for the financially significant applications, databases, spreadsheets, and operating systems, along with management's review of access for completeness, segregation of responsibilities, and accuracy.

Out testing of IT application controls provides strong audit evidence and streamlines the audit process.

I.T. Application Controls

I.T. application controls apply to the business processes they support. These controls are embedded within the software applications to prevent or detect unauthorized transactions. When combined with manual controls, application controls verify processing transactions' completeness, accuracy, authorization, and validity. Our methodology for assessing application controls is as follows:

- Define materiality by the system, such as utility billing, cashiering, purchasing and disbursements, revenues, payroll, and asset management, using business process mapping as a starting point.

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- Map various transaction types to identify key controls and determine if the control is an application control or manual control.
- Utilize our proprietary questionnaires to help verify and test various automated controls.
- Through inquiry, review of written policies and procedures, and on-site testing, evaluate application security controls, which are controls to verify that minimum access to applications is allowed for individuals to perform their job.
- Through inquiry, review of written policies and procedures, and on-site testing, evaluate input controls that ensure that transactions are initially recorded, entered, and accepted by the application accurately and completely.
- By developing and testing a sample of transactions, evaluate processing controls, which ensure that transactions are processed by the application programs accurately and completely.
- Through inquiry and review of written policies and procedures, evaluate output controls, which ensure that output is complete and is delivered (standard or customized) to the appropriate parties in an appropriate manner.
- Through inquiry, review of written policies and procedures, and tests of a sample of transactions, evaluate interface controls, which ensure that transactions between multiple systems are secure and integrity of the information transmitted is maintained, accurate, and complete.

Phase III – Substantive Testing

Sampling is one of the methods we use to obtain efficiency in the audit process. In designing and implementing a sampling plan, we consider the specific audit objective to be achieved and determine that the audit procedures to be applied will achieve that objective. We will:

- Define the objective of the test.
- Define the population to be sampled, the population element to be examined (sampling unit), and what an error is.
- Determine which sampling technique is most appropriate.
- Determine the appropriate sample size and select a sample that represents the population.
- Examine each sample item to determine whether it represents an error or an exception.

Substantive Testing – The purpose of the substantive tests is to provide reasonable assurance of the validity of the information produced by the accounting system. These tests will include detailed tests, such as inspection of underlying source documents, confirmations, and reconciliations. We will also perform analytical procedures, including ratio analysis, comparisons of actual-to-budget information, and other procedures. Specifically, tests we have found effective and efficient for the NPUA audits include confirmation of cash, investments, grants receivable, loan balances and debt, tests of subsequent receipts for selected receivables, and unrecorded liabilities for payables.

Consideration of Fraud – The primary responsibility for preventing and detecting fraud rests with those charged with governance and management. It is important that management, with the oversight of those charged with governance, places a strong emphasis on fraud prevention, which may reduce opportunities for fraud to occur, and fraud deterrence, which could persuade individuals not to commit fraud because of the likelihood of detection and punishment. This involves a commitment to creating a culture of honesty and ethical behavior, which can be reinforced by active oversight by those charged with governance. Oversight by those charged with governance includes considering the potential to override controls or other inappropriate influence over the financial reporting process.

We are responsible for obtaining reasonable assurance that the financial statements are free from material misstatements caused by fraud or error. Accordingly, as part of our audit planning process, we will perform

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procedures to obtain information that will be used for identifying the risks of material misstatement due to fraud, such as the following:

- Discussions with management and others within the NPUA. These discussions would focus on obtaining an understanding of management's: (a) assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent, and frequency of such assessments; (b) process for identifying, responding to, and monitoring the risks of fraud in the NPUA, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist; (c) communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in the NPUA; and (d) communication, if any, to employees regarding its views on business practices and ethical behavior. We will also make inquiries of management and others within the NPUA, as appropriate, to determine whether they have knowledge of any actual, suspected, or alleged fraud affecting the NPUA.
- Discussions with those charged with governance. We will obtain an understanding of how those charged with governance exercise oversight of management's processes for identifying and responding to the risks of fraud in the NPUA and the internal control that management has established to mitigate these risks.
- Evaluation of unusual or unexpected relationships identified. Unusual or unexpected relationships, variances, or balances that we may identify during our preliminary analytical review procedures will be evaluated for an indication of risks of material misstatement due to fraud.
- Discussions among our audit team members. This discussion will involve exchanging ideas or brainstorming among our audit team members about how and where the NPUA's financial statements might be susceptible to material misstatement due to fraud, how management could perpetrate and conceal fraudulent financial reporting, and how assets of the NPUA could be misappropriated.

Adjusting Journal Entries – Adjusting journal entries proposed by our auditors, if any, will be discussed and explained to the Finance Director and others as appropriate. It is our practice to discuss issues and proposed audit entries with the program manager or management personnel immediately responsible for the program to ensure we have not misunderstood that particular situation. This will ensure that the immediate manager accepts the proposed entry or management comment and recommendation and that the recommendation is feasible and makes business sense. Our policy is to address issues and resolve them as they arise rather than at the end of the audit. In short, there will not be any surprises.

Our work plan's final element is the regular reporting to NPUA management personnel to apprise them of our progress. We believe communication is vital. Therefore, we have stressed the importance of continuous close relationships throughout this proposal and indicated the points we would meet for specific discussions and decisions.

Any and all potential exceptions or findings will be immediately discussed with knowledgeable personnel and summarized in weekly status meetings to ensure accuracy of any findings, time for management to correct noted deficiencies and the avoidance of any surprises.

Phase IV - Reporting

- Review federal, state, and other grant reporting requirements,
- Determine which internal control findings are significant deficiencies or material weaknesses,
- Prepare findings and draft the auditors' reports,
- Review draft reports with NPUA management, and



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- Evaluate management feedback and proposed corrective actions, make revisions as necessary, and finalize the report.

Ample time will be provided for management review of all reports in draft form.

Management letter

After our audit, separate from any significant internal control deficiencies or items of noncompliance we may have identified and included in the respective auditors' reports, we will also provide our comments and observations for improvements to operating, accounting, and business practices. The diverse experience of our personnel and the fresh perspectives of our team members, combined with their independent and objective viewpoints, will likely yield valuable information. The findings and other comments will contain, as warranted and appropriate:

- Specific recommendations for improving accounting practices, procedures, and internal accounting and administrative controls.
- Comments on the design, controls, and audit trails of new and redesigned automated systems and suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during our examination.
- Comments regarding compliance with the applicable laws, rules, and regulations, including Office of Management and Budget (OMB) and U.S. Government Accountability Office (GAO) guidance and regulations.
- Comments regarding the implementation of the new GASB pronouncements.
- Other comments, recommendations, or observations regarding best practices that we believe may be of interest.

Our Tools



Vasquez utilizes CaseWare electronic audit workpapers for a more efficient and intelligent audit process. CaseWare is also useful for financial analysis and reporting, including financial statement preparation.



To help manage the data flow for our testing, we utilize the Vasquez Citrix ShareFile, a secure and regulatory-compliant tool, to more effectively and efficiently manage the many requests for information necessary to conduct an engagement of this size.



Office 365 provides access to Office applications, online productivity services, and business services such as web conferencing, hosted email, and online storage.



We use IDEA software to analyze data in unique ways and the audit sampling process.

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Professional fees

Our fees for the services outlined in this proposal are based on our estimates of the time needed to complete the project at our standard hourly rates. The fees are based on the assumption that unexpected circumstances will not be encountered during the audit, along with the following:

1. NPUA staff are available to answer questions within the agreed timeframe.
2. No instances of fraud that will require additional procedures.
3. NPUA staff to prepare all financial statements/schedules.
4. All information requested is provided within the agreed timeframe.
5. No (0) major programs subject to the Single Audit Act.
6. The information provided is complete and correct for the year under audit.
7. Other unforeseen events such as:
 - a. Accounting problems.
 - b. Fraud.
 - c. Changes in your business or business environment.
 - d. Contractual difficulties with suppliers, third-party service providers, or clients.

	FY23	FY24	FY25	FY26
Audit fee	\$ 30,550	\$ 31,466	\$ 32,410	\$ 33,382
State Controller's Report	3,120	3,213	3,310	3,409
Admin Fee	1,683	1,734	1,786	1,839
OPE	-	-	-	-
Total Audit Fee	\$ 35,353	\$ 36,414	\$ 37,506	\$ 38,631

Rates for Additional Services

Any other accounting work and audit services requested by the NPUA outside of the standard audit will be billed at our standard hourly rates, which are as follows:

Category	Rate
Partner	\$ 375
Director	300
Sr. Manager	250
Manager	225
Supervisor	200
Sr. Auditor	175
Staff	140

Rates for Travel

We will bill for our travel expenses at actual cost, if applicable.



www.vasquez.cpa

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City of Needles, California Request for Council Action

Item 6.

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

Meeting Date: August 8, 2023

Title: Authorize a replacement motor for Well #15 from Weber not to exceed \$28,250 and a sand trap from Air Treatment Corporation not to exceed \$20,000 utilizing the water asset replacement fund


Background: On July 1, 2023 Well #15 an electrical fire was reported. Cause was determined to electrical connection arched on the side of the cabinet and a bolt broke off the shaft causing damage. Weber mobilized on July 11, 2023 to make electrical repairs to the damaged motor box panel. The NPUA had a spare pump motor in inventory to replace the damaged motor. Upon inspection the well motor shaft was also damaged.

Weber electrical crews made the necessary repairs to the electrical box and installed the back-up replacement motor. Weber crews were originally set to mobilize the week of July 24th to repair the broken shaft caused by the electrical arch flash however, on Wednesday, July 19, 2023, Well 11's breaker tripped due to the extreme temperatures. Staff contacted Weber to move up the repair date to Well #15 immediately. Well #11 is planned to have the breaker box replaced and relocated with the treatment plant project to avoid this in the future.

Weber mobilized on Friday, July 21 and replaced the damaged shaft. NPUA had a back-up motor for Well #15 in stock and has requested a replacement the damaged motor.

Staff obtained a quote from Weber to purchase a new spare pump motor. In addition to the pump, the drain line on sand trap on Well #15 needs to be replaced as it is aged and corroded. The entire sand trap component on Well #15 needs to be replaced. The replacement pump from Weber is approximately \$28,250 and the sand trap from Air Treatment Corporation is approximately \$14,000 (not including sales tax or freight). The Board of Public Utilities approved the recommended action on August 1, 2023.

Fiscal Impact: The water asset replacement fund has a balance of \$280,963 as of June 2023 however this balance includes reimbursements from open grants for the L Street Booster, L Street Booster, Water Treatment and the AML projects.

 Barbara Dileo

Recommended Action: Authorize a replacement motor for Well #15 from Weber not to exceed \$28,250 and a sand trap from Air Treatment Corporation not to exceed \$20,000 utilizing the water asset replacement fund

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review:  **Date:** 8-3-2023

Approved: ☐ Not Approved: ☐ Tabled: ☐ Other: ☐
Agenda Item: 6

QUOTATION

Customer:	City of Needles	From:	Dion Waddell
Attention:	Bryan Hickstein	Date:	07/10/23
Phone:	928-577-7570	Quote No:	Well 15
Email:	bhickstein@cityofneedles.com	Project:	250HP Motor

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

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1	Option #1: Repair existing US 250HP motor: Full rewind/rebuild of US 250HP motor		14,500.00
1	Option #2: Direct Replacement of existing motor US 250HP 1780 RPM WP1 VHS 460V 3PH H445TPA		28,250.00
1	Option #3: Alternative GE option: GE 250HP 1780 RPM WP1 VHS 460V 3PH 445TP20		26,250.00
1	Crane labor to transport and stage motor		1,400.00
Notes:			
<ul style="list-style-type: none"> - Replacement lead time is 3-5 business days. - Repair lead time is 7-10 business days. - Incoming freight to be added. 			
Subtotal for Other			\$
AMOUNT			TOTAL
			\$

\$ 78,750.00

TERMS AND CONDITIONS

Terms net 10 days from date of invoice

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

Quotation valid for 10 days

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

Freight is FOB Jobsite

All invoices are subject to a fuel surcharge

Customer is responsible for all applicable sales tax

Invoices will be based on quantities consumed

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

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



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

Best Regards,

Dion Waddell
Project Coordinator

AUTHORIZED BY:

DATE:

TITLE:

PO NUMBER:

COMPANY:

QUOTE NUMBER:



PROPOSAL

To: City of Needles
Attention: Bryan Hickstein
Engineer: N/A
Project Name: Puroflux Separator

Date: March 20, 2023
Proposal # 2301-0857
Plans Dated: N/A
Addendum: N/A

We are pleased to offer the following equipment for your consideration:

ITEM A) PUROFLUX CENTRIFUGAL SEPARATOR(S)

Model: Puroflux Separator Model# PF-65-100 (Lead-time is 12-13 weeks from order)
Included:

- Fusion bonded polyester coated carbon steel vessel
- Accumulation chamber cleanout standard
- True tangential entry
- Industrial grade manual purge valve
- 1/4" manual air bleed valve
- Inlet/outlet pressure gauges
- 150 psi rated

ITEMS NOT INCLUDED:

- Dispersion tube for duct, Controls in ductwork, BMS Controls, disconnect switch, strainers, valves, seismic restraints, labor for replacement of humidifier, labor warranty and start-up.

PRICING

ITEM	QTY	EQUIPMENT	TAG	PRICE
A	1	Puroflux Separator	TBD	\$11,900.00
ADD		Electric Auto Purge		\$ 2,100.00

PROPOSED EQUIPMENT IS BASED ON OUR MANUFACTURER'S STANDARD METHODS AND MATERIALS OF CONSTRUCTION, AS NO SPECIFICATIONS WERE AVAILABLE AT TIME OF BID.

Please Note:

- Freight is FOB Factory (freight allowed to first local destination)
- Taxes are not included in this proposal.
- Price is valid 30 days from date on proposal.
- See attached page for remainder of quotation terms and conditions.
- CSLB #793078

Thank you for the opportunity to offer the equipment and services listed above. We look forward to working with you on this project. If you should require additional information, please contact us.

Sincerely,

Tony Lobito
Sales Engineer
Air Treatment Corporation
714.878.4860

TERMS & CONDITIONS OF SALE

Air Treatment Corporation (hereinafter designated as Seller) hereby accepts your order with the condition that this acceptance by us is expressly made conditional on assent by you to all terms and conditions set forth below, notwithstanding that they may be in addition to or different from those contained in your order or acknowledgment. Acceptance by you of any of the material covered by this order or failure to give notice of objections to any terms set forth herein within ten (10) days of the date hereof, shall be deemed to be assent by you to these terms and conditions. It is understood and agreed that the terms and conditions contained herein constitute the complete and exclusive statement of all such terms, and supersedes all prior communications between the parties, oral or written, as relates to the equipment described on your purchase order. Where any terms herein are contrary to or inconsistent with any terms contained in your purchase order, these terms and conditions shall control. If any item in this agreement is deemed unenforceable, all other items shall remain in force and effect.

PAYMENT TERMS: 1% 10 Days/ Net 30 are available upon approval of credit. Acceptance of Purchase Orders does not guarantee payment terms as stated until approved by the Credit Dept. We retain the right to revise all credit terms until said equipment has been shipped. Purchaser agrees to accept responsibility for payment of equipment whether or not payment has been made to purchaser on the project. Should payment not be made in accordance with Seller's payment terms, purchaser agrees to pay to Seller a one and one-half percent (1 ½%) per month service charge on any unpaid balance due. Any retention for start-up should reflect the actual cost of start-up and not a percentage of the invoice. Prior consent from the Seller is required. No other retention shall be acceptable. No rights of lien are waived.

ACCEPTANCE: This quotation is offered for acceptance for a period of 30 days, subject to extension on upon written agreement of Seller in writing. This quotation is subject to revision on notice. In those instances where the Manufacturer reserves order acceptance prerogative, final acceptance shall be so governed.]

PLANS AND SPECIFICATIONS: All equipment and/or materials are sold in accordance with manufacturers' specifications and/or approved submittal data and not necessarily in accordance with "Plans and Specifications." Seller is a vendor only and is not bound to the contractor under any provisions of general contract provisions including payment terms, retention "hold," delay, arbitration and/or cancellations provisions. On plan and specification work, any reference to plans and specifications shall pertain alone to the technical portions of such plans and specifications, including the approved submittals, the latter of which shall determine ultimate responsibility and scope of Seller's obligations. Seller makes no representation as to design, application and/or fitness for a particular purpose.

LEAD TIMES, DELAY: Shipment lead times reflect current production schedules based upon current release to production. Seller shall not be responsible to purchaser (or ultimate user) for delays in delivery due to acts of God, strikes, fires, accidents, unavailability of equipment and/or materials, or any other causes beyond Seller's control. In the event of any such delay occasioned by such events, the date of delivery shall be extended for a length of time reasonably equivalent to the period of the delay, and with no penalty to Seller.

DAMAGES DISCLAIMER: No provision for liquidated, incidental or consequential damages in the event of any breach of this contract by the Seller shall apply to this sale, and any provision for liquidated, incidental or consequential damages shall be of no force and effect unless specifically agreed to by the Seller in writing signed by an officer of the corporation. Seller will not accept any back charge without its consent. Seller shall not be liable to purchaser for costs, damages, expenses or consequential damages arising out of, or resulting from, the purchase or use of equipment and/or materials, or claims made under Manufacturer's written Limited Warranty.

DELIVERY: All shipping information is approximate, and shipping dates are based on prompt receipt of all necessary information at Manufacturers' plant. Deliveries shall be made FOB manufacturers' factory. Title and risk of loss shall pass to the Buyer at FOB point. Buyer agrees to accept delivery of any part or all of the manufactured material upon completion of same and failure of the Buyer to furnish Seller shipping instructions shall in no way alter the terms of the payment of Seller's invoice. Seller shall not be responsible for any storage for any reason unless agreed to in writing before such action is deemed necessary. Where an allowance for freight is included, only the first destination will be allowed. In no event shall Seller be liable for special or consequential damages due to delay.

REQUIRED DELIVERY SCHEDULE: Seller and Purchaser agree that for a "required delivery schedule" to be binding upon Seller or Seller's source of supply, a separate written confirmation to purchaser, confirming the required delivery schedule, must be provided to be binding on either Seller or Seller's source of supply.

CLAIMS: Buyer shall notify Seller in writing, within (10) days of delivery if equipment is defective or nonconforming. Seller shall have the option of reinspection before allowing or rejecting the Buyer's claim. Failure to make such claim within ten (10) days of delivery shall constitute acceptance. Expenses incurred in connection with claims for which the Seller is not liable will be paid by Buyer. Any claim for corrective work done upon the equipment covered hereunder must be approved beforehand, in writing, and signed by an officer of the Seller. Defects that do not impair the operation or performance of the goods provided shall not be cause for rejection by the Buyer.

CHANGES, CANCELLATIONS, RETURNS: Notice from the buyer to suspend work, delay delivery or terminate this order shall entitle Seller to payment from the Buyer for all costs, direct and indirect, incurred by the Seller on the balance of the order to the date of receipt of such notice, and which, in the event of cancellation of such order, shall result in payment to Seller of an amount not less than 15% of the face amount of the order. Any return for goods and equipment must be authorized by the Seller or Seller's source of supply and may be subject to restocking and/or other incidental charges. All orders placed on hold must be the subject of written amendment to the purchase order, and must detail the parties' agreement regarding storage arrangements and costs.

TAXES: Purchaser agrees to pay all sales, excise or other taxes, which may be applicable to the sale of the equipment and/or materials.

WARRANTY: It is understood and agreed that the only warranty the subject of this order shall be the Manufacturer's written Warranty in effect at the time of shipment, and as specifically relates to such equipment the subject of this order, and which Seller shall supply to Buyer. Buyer acknowledges there are no implied or expressed warranties by Seller, other than those of the Manufacturer, and in no case will the amount of the warranty or liability exceed the amount of the order. Seller accepts no consequential liability of any nature, and in no case will Seller be liable for damages beyond the purchase price of the defective items. Further, Buyer agrees to defend, indemnify and hold harmless Seller, from and against any and all Claims of Damage(s), Expense(s) Cost(s) or Consequential Damages alleged or claimed by virtue of the equipment. Buyer agrees that in the event of an alleged Warranty Claim made, either through Buyer or Buyer's customer, or otherwise, which in truth and fact turns out to be a Non-Warranty item and is attributable to the acts of others, failure to maintain equipment, or other reasons not the fault of the Manufacturer or Seller, that Seller and/or Manufacturer shall be reimbursed in full by Buyer for all expenses incurred in ascertaining the alleged Warranty Claim, including all legal costs and fees incurred.

DISPUTES, ATTORNEY'S FEES: In the event Seller is compelled to bring any action to enforce any part of these Terms and Conditions including, but not limited to, any action to collect monies due hereunder, purchaser agrees to pay Seller's reasonable attorney's fees and costs. In any proceeding to enforce these Terms and Conditions, the law of the State of California shall control, and venue shall be deemed proper only in any court of competent jurisdiction in the County of Orange, California.

PF-65-100 SPECIFICATION SHEET

FLANGED SEPARATOR

Features:

- True tangential entry
- 150 psi working pressure
- Five year limited warranty
- Electrically actuated ball valve
- 22 1/2" Profile vessel

Options:

- Manual purge
- Isolation valve kit
- Wall mounting brackets/legs
- Inspection port

SYSTEM COMPONENTS

Separator :

- Carbon steel construction
- Fusion-bond polyester coated vessel
- Manual air bleed valve
- Inlet/Outlet pressure gauges

Electrical Controls :

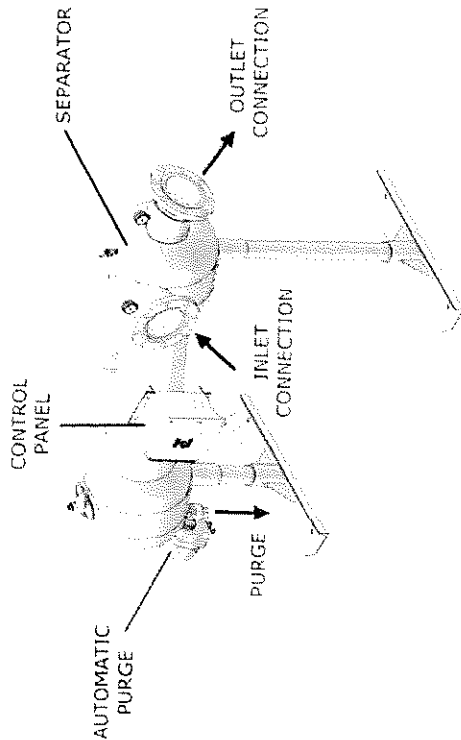
- NEMA 4X Enclosure
- Short circuit protection
- Purge switch selector
- Adjustable purge timer

PRESSURE DROP vs. FLOW RATE							
Pressure Drop	3 psi	4 psi	6 psi	8 psi	10 psi	12 psi	CV Factor
Flow (GPM)	1965	2269	2779	3902	3587	3930	1134.4

* (Flow rate / CV values may vary slightly)

To determine the approximate pressure drop at flow rates not shown in this chart, use the following formula $\Delta P = (\text{FLOW RATE} / \text{CV})^2$

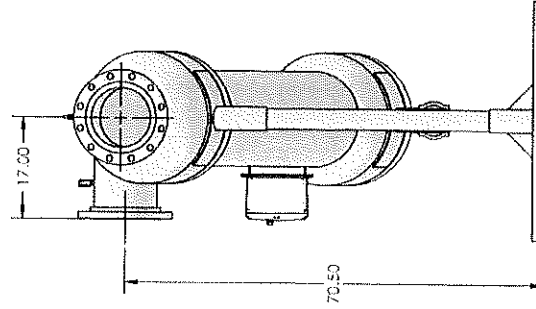
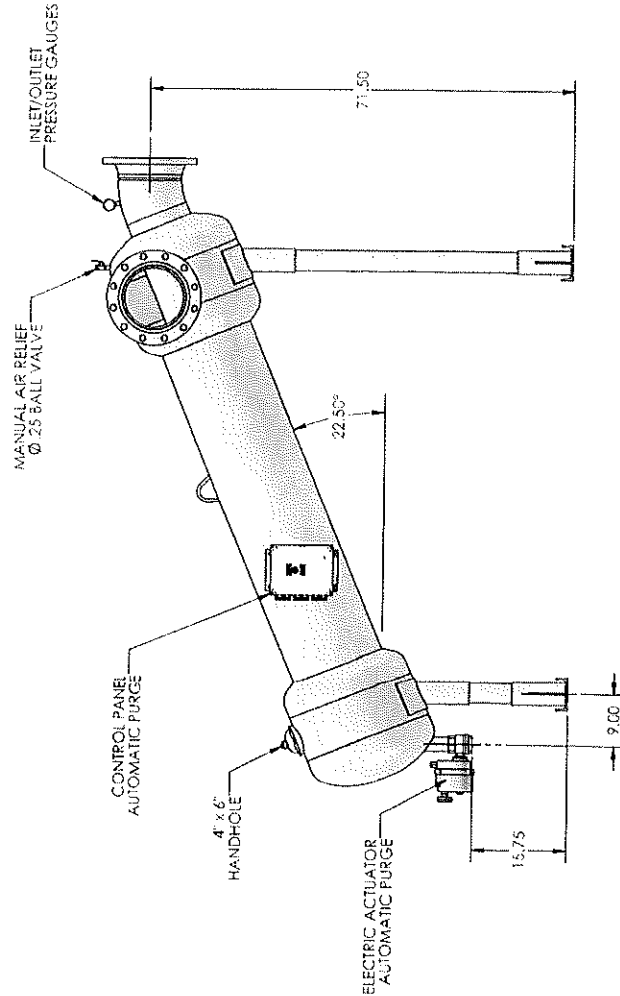
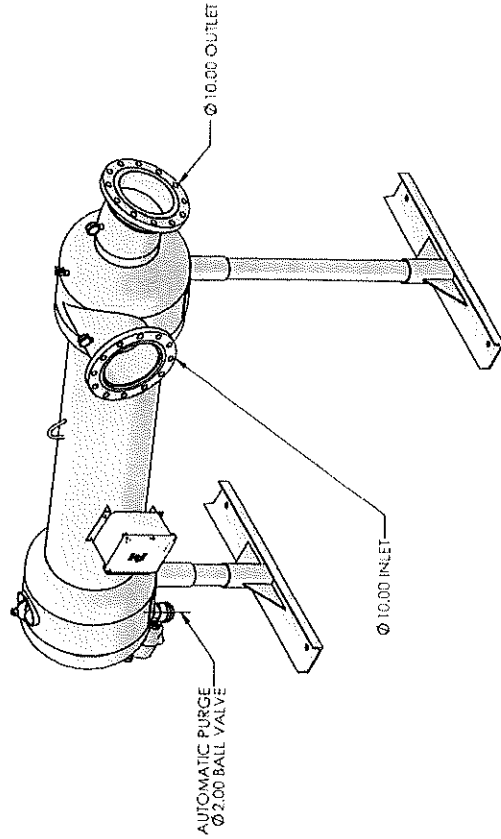
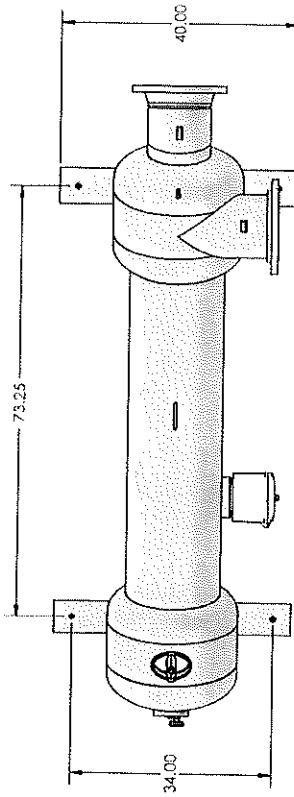
CV Factor: CV is defined as the flow in gallons per minute (GPM) that will produce a one pound pressure drop across the separator



SPECIFICATIONS	PF-65-100
Flow Range	1965-3930 GPM
System Inlet Connection	10" Flg
System Outlet Connection	10" Flg
Purge Connection	2" fpt
Manual Air Bleed Valve	1/4" fpt
Volume	98 GAL
Est. Weight, Dry	1056 lbs
Est. Weight, Operating	1870 lbs
Handhole – Inspection/Cleanout	4" x 6"

NOTES: UNLESS OTHERWISE SPECIFIED

1. DIMENSIONS ARE IN INCHES
2. DIMENSIONS MAY VARY SLIGHTLY - DO NOT USE FOR CONSTRUCTION
3. SEPARATOR SYSTEM IS RATED FOR 150 PSI WORKING PRESSURE
4. VESSEL CONSTRUCTION: CARBON STEEL TANK
EPOXY COATED EXTERIOR



REVISED

DESCRIPTION

DATE

BY

4. PROJECT

10-8-12

D.L.

B. UPDATED TO SOLIDWORKS

PROPERTY
AND CONFIDENTIAL
THIS DRAWING IS THE PROPERTY
OF PUROFLUX CORPORATION
IT IS TO BE KEPT IN CONFIDENCE
AND NOT TO BE REPRODUCED
OR COPIED IN ANY MANNER
WITHOUT THE WRITTEN
CONSENT OF PUROFLUX CORPORATION

PF-65-100-AP HYDROCYCLONE SEPARATOR
1965 - 3930 GPM - 22.5 PROFILE
C 651-0011
DATE 7-27-98 SCALE N/A
DRAWN BY K. CARTER

Item 6.
PUROFLUX
CORPORATION
WWW.PUROFLUX.COM
SHEET

WARNING !!!!!

THE EXTERNAL HAND WHEEL LOCATED ON THE PURGE ACTUATOR IS ONLY TO BE USED WHEN THERE IS NO POWER TO THE ACTUATOR. DISCONNECT POWER TO THE CONTROL PANEL BEFORE USING THIS FEATURE OR DAMAGE MAY OCCUR TO THE ACTUATOR.

THIS FEATURE IS FOR EMERGENCIES ONLY!

IF VALVE DOES NOT OPEN OR CLOSE FULLY ADJUST ACTUATOR CAMS TO CORRECT THE PROBLEM.

TIMER SETTINGS

THE PUROFLUX AUTO PURGE TIMER IS EQUIPPED WITH CONTROL DIALS TO PROGRAM THE PURGING CYCLES TO MATCH YOUR SPECIFIC NEEDS.

** POWER SHOULD BE TURNED OFF BEFORE CHANGING SETTINGS **

OPERATION MODE

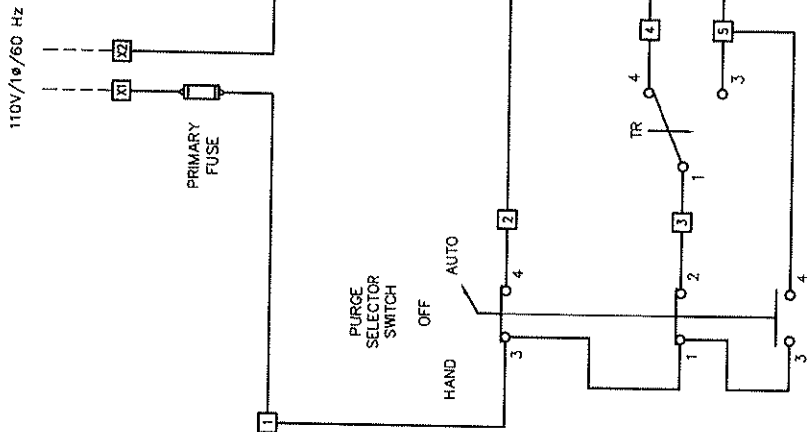
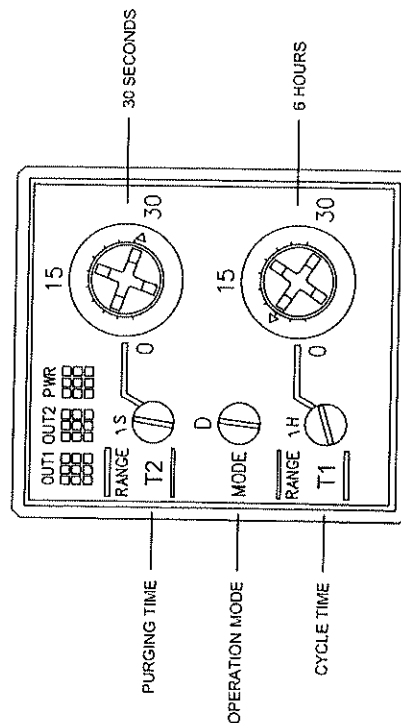
MIDDLE DIAL (MODE) : TIMER OPERATION MODE
FACTORY SETTING : "D"

CYCLE TIME

LOWER DIAL (T1) : FREQUENCY OF PURGING
RANGE (1H) : 36 MINUTES TO 30 HOURS
FACTORY SETTING : EVERY 6 HOURS

PURGING TIME

UPPER DIAL (T2) : DURATION OF PURGING
RANGE (1S) : 0.6 TO 30 SECONDS
FACTORY SETTING : 30 SECONDS



PANEL WIRING

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED
IN THIS DRAWING IS THE SOLE
PROPERTY OF PUROFLUX CORPORATION.
NO PART OF THIS DRAWING IS TO
BE REPRODUCED OR USED IN ANY
MANNER WITHOUT THE WRITTEN
PERMISSION OF PUROFLUX CORPORATION.
IT IS STRICTLY PROHIBITED.

WIRING DIAGRAM : 120V/1ø/60Hz
AUTOMATIC PURGE PANEL - VALBIA

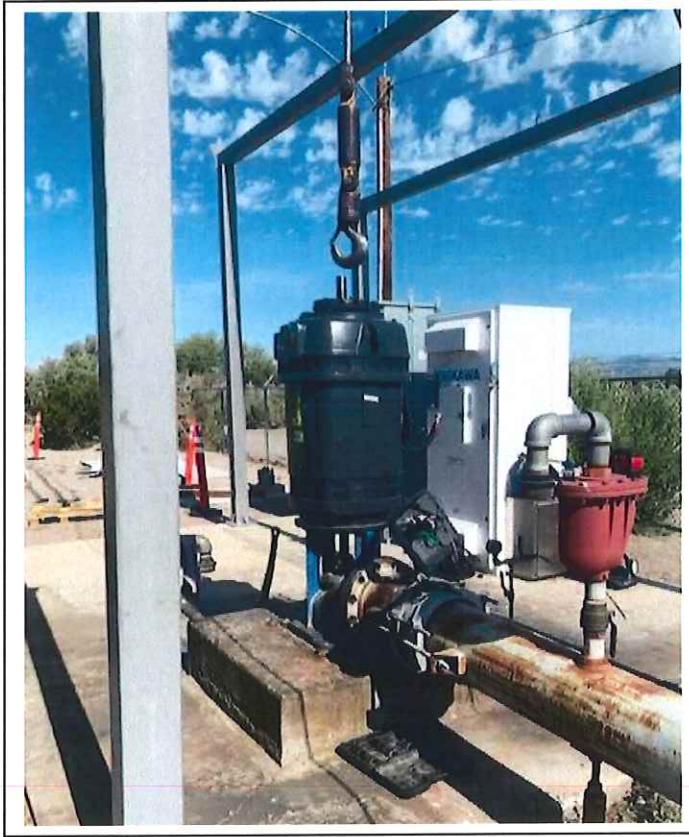
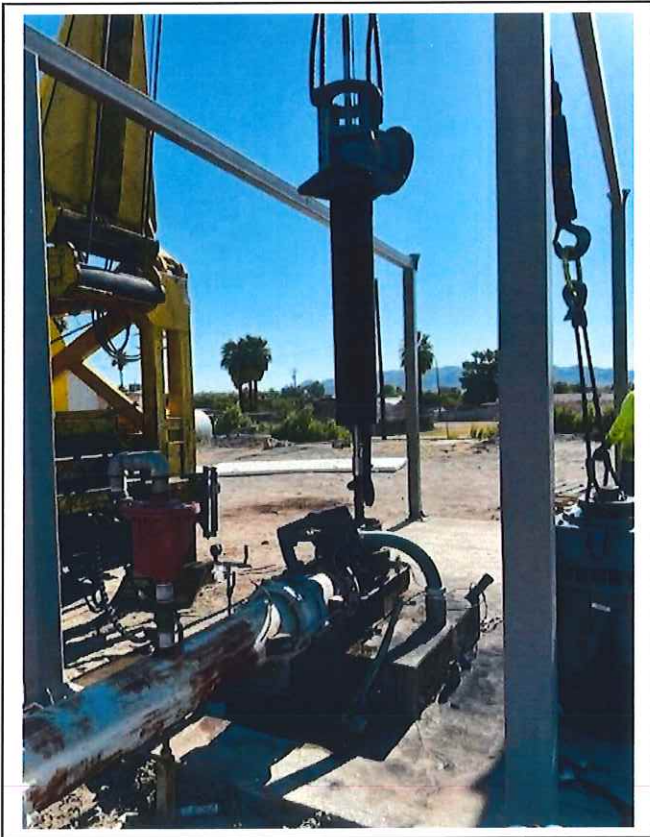
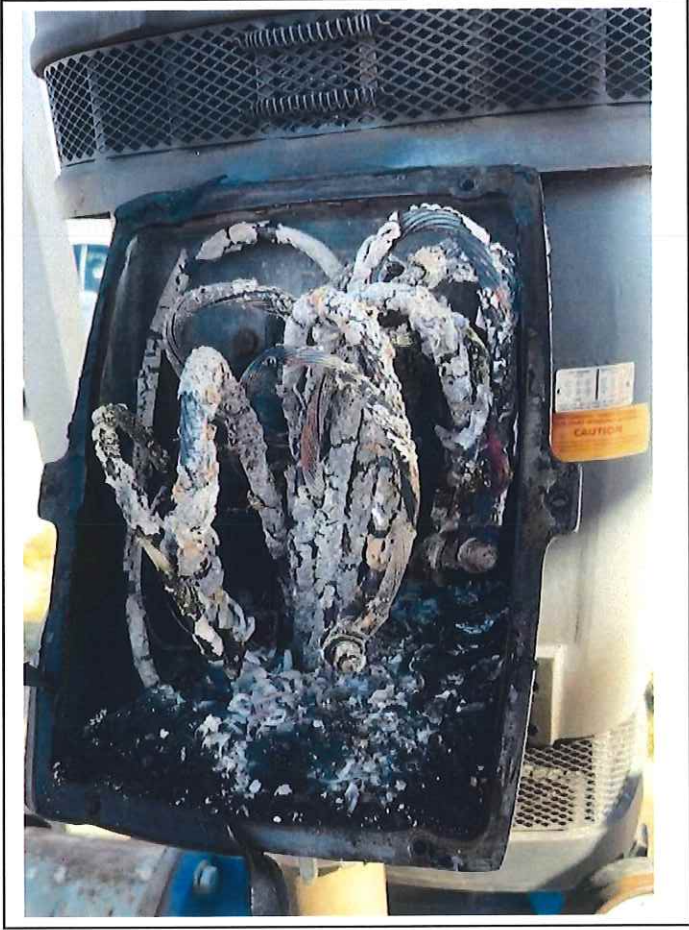
SIZE : DWG NO. 612-0046
DRAWN : C
REV : A
K. CARTER
RELEASE DATE : 02-01-02
SCALE : NONE

PUROFLUX CORPORATION

Item 6.

WWW.PUROFLUX.COM

SHEET 1 OF 1





City of Needles, California Request for Council Action

Item 7.

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

Meeting Date: August 8, 2023

Title: Western Area Power Administration (WAPA) Agreement 87-BCA-10098, Exhibit A-1, Revision No. 11

Background: This exhibit provides for the revision to the Parker-Davis Project allocation as follows;

Season:	Total Firm Energy (kWh):
Winter	6,708,856
Summer	17,678,705
Total	24,387,561

The previous allocation was;

Season:	Total Firm Energy (kWh):
Winter	6,708,856
Summer	17,678,705
Total	24,387,561

No change in total allotment. The Board of Public Utilities approved the recommended action on August 1, 2023.

Environmental Impact: None

Fiscal Impact: None

Recommended Action: Authorize the City Manager to execute agreement number 8-BCA-10098, Exhibit A-1, Revision No. 11

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rainie Torrance **Date:** 8/3/2023

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>7</u>			



Department of Energy
 Western Area Power Administration
 Desert Southwest Customer Service Region
 P.O. Box 6457
 Phoenix, AZ 85005-6457

July 21, 2023

ELECTRONIC DELIVERY

Mr. Rick Daniels
 City Manager
 City of Needles
 Needles Public Utilities Authority
 817 Third Street
 Needles, CA 92363

Dear Mr. Daniels:

Enclosed for signature is Exhibit A-1, Revision No. 11 (Exhibit A-1), to Contract No. 87-BCA-10098, as amended, between the City of Needles (Contractor) and Western Area Power Administration (WAPA). Exhibit A-1 provides for a revision to Parker-Davis Project (P-DP) allocation as a result of Contractor's participation in the P-DP Resource Integration Exchange Program for Fiscal Year 2024.

Please provide acceptance of Exhibit A-1 by having an authorized representative sign Exhibit A-1 by handwritten signature or digital signature by using only Adobe Sign, Adobe E-Sign or DocuSign that provides a certificate-based identification to authenticate the signer's identity and binds each signature to the document with encryption. Return the signed Exhibit A-1 as soon as possible using one (1) of the following options:

1. Digital Signature - email Exhibit A-1 to rwood@wapa.gov
2. Handwritten Signature - email scanned Exhibit A-1 to rwood@wapa.gov and mail two (2) originals to one (1) of the following addresses:

If by Postal Service:

Western Area Power Administration
 Desert Southwest Regional Office
 ATTN: G6215 (Wood)
 P.O. Box 6457
 Phoenix, AZ 85005-6457

If by Overnight Delivery:

Western Area Power Administration
 Desert Southwest Regional Office
 ATTN: G6215 (Wood)
 615 South 43rd Avenue
 Phoenix, AZ 85009

2

If Exhibit A-1 is signed by handwritten signature, provide an attestation on the signature page and affix your corporate seal. If a seal is not available, then provide a signed letter of authorization from the Corporate Secretary, or any applicable certificates, resolutions, or minutes to indicate the signatory is duly authorized to commit Contractor to the terms of Exhibit A-1. If digitally signed, provide the applicable certificates, resolutions, or minutes.

Do not date Exhibit A-1 on page 1. WAPA will review Exhibit A-1 upon receipt and, if satisfactory, will date and execute Exhibit A-1. One (1) executed and dated original Exhibit A-1 will be returned to you digitally signed by WAPA.

Questions related to these P-DP energy allocations should be directed to Mr. Xavier Gonzalez at (602) 605-2678 and contractual issues should be directed to Mr. Rashaun Wood at (602) 605-2996.

Sincerely,

**Trent E.
Nunn**

Digitally signed by Trent
E. Nunn
Date: 2023.07.21
11:40:04 -07'00'

Trent Nunn
Acting Vice President of Power Marketing
for Desert Southwest Region

Enclosure

Exhibit A-1, Revision No. 11
Contract No. 87-BCA-10098
City of Needles

MONTHLY DELIVERY OBLIGATIONS

1. This Exhibit A-1, Revision No. 11 (Exhibit A-1) made this ____ day of _____, 2023, to be effective under and as part of Contract No. 87-BCA-10098, as amended (Contract), shall become effective October 1, 2023, and supersedes Exhibit A-1, Revision No. 10, dated November 1, 2022. This Exhibit A-1 shall remain in effect until superseded by another Exhibit A-1; provided, this Exhibit A-1, or any superseding Exhibit A-1, shall terminate upon expiration of the Contract.

2. **CONTRACT RATE OF DELIVERY (CROD):**

- 2.1 The seasonal CROD for Parker-Davis Project (P-DP) withdrawable and nonwithdrawable firm capacity in kilowatts (kW) shall be as follows:

Season	Nonwithdrawable Firm Capacity (kW)	Withdrawable Firm Capacity (kW)	Total Firm Capacity (kW)
Winter	4,038	0	4,038
Summer	5,065	0	5,065

- 2.2 The seasonal CROD for P-DP withdrawable and nonwithdrawable firm capacity in kW at the Point(s) of Delivery designated in Exhibit B shall be:

Exhibit A-1, Revision No. 11
 Contract No. 87-BCA-10098
 City of Needles

2.2.1 **Winter Season:**

Point(s) of Delivery	Voltage(s) (kV)	Kilowatt(s) (kW)
No Name Substation	69	4,038
Winter Season Total		<u>4,038</u>

2.2.2 **Summer Season:**

Point(s) of Delivery	Voltage(s) (kV)	Kilowatt(s) (kW)
No Name Substation	69	5,065
Summer Season Total		<u>5,065</u>

3. **ENERGY:**

- 3.1 From October 1, 2023, until September 30, 2024, the Seasonal Energy obligations for P-DP withdrawable and nonwithdrawable firm energy in kilowatt-hours (kWh) shall be as follows:

Exhibit A-1, Revision No. 11
Contract No. 87-BCA-10098
City of Needles

Season	Nonwithdrawable Firm Energy (kWh)	Withdrawable Firm Energy (kWh)	Total Firm Energy (kWh)
Winter ¹	6,708,856	0	6,708,856
Summer ¹	17,678,705	0	17,678,705
Annual Firm Energy Total			<u>24,387,561</u>

- 3.2 From October 1, 2023, until September 30, 2024, the Seasonal Energy obligations for P-DP withdrawable and nonwithdrawable firm energy in kWh will be delivered pursuant to the Contract at each point(s) of delivery designated in Exhibit B in the quantities listed below as the Monthly Energy applicable to that billing period.

3.2.1 **Winter Season Energy (October - February):**

<u>Month</u>	<u>Monthly Energy (kWh)</u>
October	1,374,295
November	1,330,137
December	1,380,290
January	1,379,278
February	<u>1,244,856</u>
Winter Season Total	<u>6,708,856</u>

¹ Western Area Power Administration (WAPA)'s seasonal energy obligations to the City of Needles will reflect the same ratio of energy to capacity specified in the Conformed Criteria (49 FR 50587, December 28, 1984).

Exhibit A-1, Revision No. 11
 Contract No. 87-BCA-10098
 City of Needles

3.2.2 Summer Season Energy (March - September):

<u>Month</u>	<u>Monthly Energy (kWh)</u>
March	2,563,000
April	2,475,000
May	2,563,000
June	2,475,000
July	2,563,000
August	2,563,000
September	<u>2,476,705</u>
Summer Season Total	17,678,705

3.2.3 Annual Energy Total: 24,387,561

- 3.3 Beginning October 1, 2024, the Seasonal Energy obligations for P-DP withdrawable and nonwithdrawable firm energy in kWh shall be as follows:

Season	Nonwithdrawable Firm Energy (kWh)	Withdrawable Firm Energy (kWh)	Total Firm Energy (kWh)
Winter ²	6,708,856	0	6,708,856
Summer ²	17,678,705	0	17,678,705
Annual Firm Energy Total			<u>24,387,561</u>

- 3.4 Beginning October 1, 2024, the Seasonal Energy obligations for P-DP withdrawable and nonwithdrawable firm energy in kWh will be delivered

² WAPA's seasonal energy obligations to the City of Needles will reflect the same ratio of energy to capacity specified in the Conformed Criteria (49 FR 50587, December 28, 1984).

Exhibit A-1, Revision No. 11
 Contract No. 87-BCA-10098
 City of Needles

pursuant to the Contract at each point(s) of delivery designated in Exhibit B in the quantities listed below as the Monthly Energy applicable to that billing period.

3.4.1 Winter Season Energy (October - February):

<u>Month</u>	<u>Monthly Energy (kWh)</u>
October	1,377,000
November	1,333,000
December	1,377,000
January	1,377,000
February	<u>1,244,856</u>
Winter Season Total	<u>6,708,856</u>

3.4.2 Summer Season Energy (March - September):

<u>Month</u>	<u>Monthly Energy (kWh)</u>
March	2,563,000
April	2,475,000
May	2,563,000
June	2,475,000
July	2,563,000
August	2,563,000
September	<u>2,476,705</u>
Summer Season Total	<u>17,678,705</u>

3.4.3 Annual Energy Total: 24,387,561

4. The following terms, when used in the Contract or Exhibits, shall have the meaning specified:

- 4.1 **NERC Holidays**: Holidays observed by the North American Electric Reliability Corporation (NERC). These days are normally New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless

Exhibit A-1, Revision No. 11
Contract No. 87-BCA-10098
City of Needles

otherwise determined by NERC. Any exception to the above-listed days shall be identified in an attachment to this Exhibit A-1.

- 4.2 **Off-Peak Hours**: All day on Sunday and NERC Holidays and the following hours on Monday through Saturday:

4.2.1 The hour ending 2300 through the hour ending 0600 Pacific Daylight

Time during the period designated as daylight-saving time as observed by NERC.

4.2.2 The hour ending 2300 through the hour ending 0600 Pacific Standard

Time during the period designated standard time as observed by NERC.

- 4.3 **On-Peak Hours**: All other times.

5. This Exhibit A-1 may be modified in accordance with Section 17 of the Contract.
6. This Exhibit A-1 may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit A-1 may be detached from any counterpart of this Exhibit A-1 without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit A-1 identical in form hereto, by having attached to it one (1) or more signature pages.
7. The Parties agree that this Exhibit A-1 may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign pursuant to Section 8, herein. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Exhibit A-1, Revision No. 11
 Contract No. 87-BCA-10098
 City of Needles

8. Each individual signing this Exhibit A-1 certifies that the Party represented has duly authorized such individual to execute this Exhibit A-1 that binds and obligates the Party. The Parties have caused this Exhibit A-1, Revision No. 11, to Contract No. 87-BCA-10098, as amended, to be effective in accordance with Section 1, herein.

THE UNITED STATES OF AMERICA
 DEPARTMENT OF ENERGY
 WESTERN AREA POWER ADMINISTRATION

By _____
 Jack D. Murray
 Title _____
 Senior Vice President and

 Desert Southwest Regional Manager
 Address _____
 P.O. Box 6457

 Phoenix, AZ 85005-6457

SEAL

CITY OF NEEDLES

Attest:

By _____
 Rick Daniels
 Title _____
 City Manager
 Title _____
 Address _____
 Needles Public Utilities Authority

 817 Third Street

 Needles, CA 92363



City of Needles, California
Request for City Council Action

Item 8.

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ HACN ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Housing Authority of the City of Needles audit report for the fiscal year ended June 30, 2022.

Background: The fiscal year ending June 30, 2022 HACN audit report has been completed by Smith Marion & Co.

Attached is the audit report for the fiscal year ended June 30, 2022.

Fiscal Impact: None.

Recommendation: Accept and file the Housing Authority of the City of Needles fiscal year ended June 30, 2022 audit report completed by Smith Marion & Co.

Submitted By: Barbara DiLeo, Finance Dept.

City Management Review: For Review Date: 8/2/2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

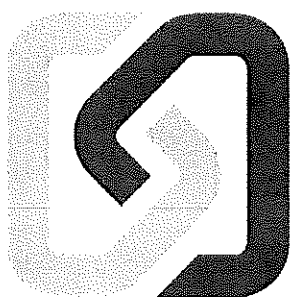
Other: ☐

Agenda Item: 8

HOUSING AUTHORITY OF THE CITY OF NEEDLES

**The Auditors Communication with Those Charged with
Governance**

Year Ended June 30, 2022



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 1940 orange tree lane #100
 redlands, ca 92374



June 27, 2023

The Governing Body of
 Housing Authority of the City of Needles

We have audited the financial statements of Housing Authority of the City of Needles ("Authority") as of and for the year ended June 30, 2022, and have issued our report thereon dated June 27, 2023.

This report summarizes our communications with those charged with governance as required by our professional standards to assist you in fulfilling your obligation to oversee the financial reporting and disclosure process.

REQUIRED COMMUNICATIONS

Professional standards require the auditor to provide the Governing Body (the Board or those charged with governance) with additional information regarding the scope and results of the audit that may assist the Board in overseeing the financial reporting and disclosure processes which the management of the Authority is responsible. We summarize these required communications as follows:

AUDITORS' RESPONSIBILITIES UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES (US GAAS) AND GENERALLY ACCEPTED GOVERNMENT AUDITING STANDARDS (GAGAS)

Our responsibilities are included in our audit engagement letter.

The financial statements are the responsibility of the Authority's management as prepared with the oversight of those charged with governance. Our audit was designed in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, to obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement. We were not engaged to perform an audit of the Authority's internal control over financial reporting.

Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we will express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation.



INDEPENDENCE

We are not aware of any relationships between Smith Marion & Co., and our related entities, and the Authority, or any other matters that in our professional judgment, may reasonably be thought to bear on our independence.

We confirm that we are independent with respect to the Authority within the meaning of the applicable published rules and pronouncements, its interpretations, and rulings.

THE ADOPTION OF, OR A CHANGE IN SIGNIFICANT ACCOUNTING POLICIES

We determined that the Board is informed about the initial selection of, and any changes in significant accounting principles or their application when the accounting principle or its application, including alternative methods of applying the accounting principle, has a material effect on the financial statements.

There was no adoption of, or changes in significant accounting policies.

AUDITORS' JUDGEMENT ABOUT THE QUALITY OF THE AUTHORITY'S ACCOUNTING PRINCIPLES

We discussed our judgment about the quality, not just the acceptability, of the Authority's accounting principles as applied in its financial reporting, including the consistency of the accounting policy and their application and the clarity and completeness of the financial statements and related disclosures.

SENSITIVE ACCOUNTING ESTIMATES

Certain estimates are particularly sensitive due to their significance to the financial statements and the possibility that future events may differ significantly from management's expectations.

We determined that the Board is informed about management's process for formulating particularly sensitive estimates and about the basis to our conclusions regarding the reasonableness of those estimates.

There were no sensitive estimates management's judgment is called upon in.

FINANCIAL STATEMENT DISCLOSURES

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users.

There were no sensitive disclosures management's judgment is called upon in.

IDENTIFIED OR SUSPECTED FRAUD

We are not aware of any matters that require communication. Furthermore, the Authority's management has represented to us that they were not aware of any fraud or illegal acts for the period from July 01, 2021 to June 30, 2022 (see *Management's Representation Letter*).



SIGNIFICANT DIFFICULTIES ENCOUNTERED DURING THE AUDIT

There were no serious difficulties encountered in dealing with management in performing the audit.

REPRESENTATIONS REQUESTED FROM MANAGEMENT

We have requested certain written representations from management in a separate letter dated June 27, 2023 (see *Management's Representation Letter*).

UNCORRECTED MISSTATEMENTS, RELATED TO ACCOUNTS AND DISCLOSURES, CONSIDERED BY MANAGEMENT TO BE IMMATERIAL

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. The uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

MATERIAL CORRECTED MISSTATEMENTS, RELATED TO ACCOUNTS AND DISCLOSURES

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.

As a result of our audit procedures, material misstatements were brought to the attention of management and were corrected during the current period (see *Adjusting Journal Entry Report*).

DISAGREEMENTS WITH MANAGEMENT

There were no material disagreements with the Authority's management on financial accounting and reporting matters during the audit.

CONSULTATIONS WITH OTHER ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters (see *Management Representation Letter*).



MAJOR ISSUES DISCUSSED WITH MANAGEMENT PRIOR TO RETENTION

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

SIGNIFICANT RISKS IDENTIFIED

For purposes of this communication, professional standards require us to communicate to you significant risks identified during our audit.

The following significant risks were identified in our audit procedures:

Management override of controls (*required by US GAAS*) - Even though internal control over financial reporting (hereinafter referred to as internal controls or simply as controls) may appear to be well-designed and effective, controls that are otherwise effective can be overridden by management in every entity. Many financial statement frauds have been perpetrated by intentional override by senior management of what might otherwise appear to be effective internal controls. Because management is primarily responsible for the design, implementation, and maintenance of internal controls, the entity is always exposed to the danger of management override of controls.

Improper revenue recognition (*required by US GAAS*) - Revenue recognition is one of only two matters that must always, under AU-C 240 (the fraud risk standard), be considered a high-risk area, requiring expanded audit attention. Revenue recognition fraud schemes have been responsible for more investigations, restatements, and litigation against outside accountants than any other single cause. Revenue recognition is an accounting principle that asserts that revenue must be recognized as it is earned. Proper revenue recognition is imperative because it relates directly to the integrity of a company's financial reporting. The intent of the principle around revenue recognition is to standardize the revenue policies used by companies. This standardization allows external entities to easily compare the income statements of different companies in the same industry. Because revenue is one of the most important measures used by external entities to assess a company's performance, it is crucial that financial statements be consistent and credible.

GASB 87 implementation (*new significant standard*) - Implementation of certain new accounting standards raise substantial risk of material misstatement based on their complexity, lack of guidance, level of effort required and novelty.

Entities use a variety of leasing arrangements to stabilize cash flows and reduce risk and uncertainty. The newly issued GASB Statement 87 on leases fundamentally changes lease recognition, measurement, and related disclosures for both government lessees and lessors. The major changes outlined in GASB 87 are: (1) Leases will be classified as "short-term," "contracts that transfer ownership," and "all other."; (2) Leases that extend beyond 12 months will have a balance sheet impact on both the lessee and lessor; (3) For leases other than short-term leases and contracts that transfer ownership, the lessee will recognize an intangible right to use lease asset, and the lessor will continue to depreciate and account for the lease asset; (4) Financial statement disclosures and schedules will be required for contracts that transfer ownership and non-short-term leases; and (5) There will be no disclosure requirement for short-term lease outflows. GASB 87's provisions go into effect for fiscal years beginning after June 15, 2021, and all reporting periods thereafter. Implementation is very time-intensive, especially for Entity's that have a number of agreements that are currently recorded as operating leases.



SIGNIFICANT UNUSUAL TRANSACTIONS

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit.

During our audit procedures, we did not become aware of significant unusual transaction that should be brought to your attention.

OTHER SIGNIFICANT MATTERS, FINDINGS, OR ISSUES

During prior audit procedures, we became aware of certain matters that should be brought to your attention. A listing of these matters is discussed in a separate report to management dated June 27, 2023 (see *Management Letter*).


OTHER INFORMATION IN DOCUMENTS CONTAINING AUDITED FINANCIAL STATEMENTS

We reviewed the supplemental information to the financial statements to ensure consistency with the audited financial statements.

RESTRICTION ON USE

This report is intended solely for the information and use of the individuals charged with governance, and management of the Authority and is not intended to be and should not be used by anyone other than these specified parties.

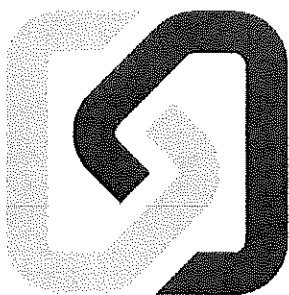
Sincerely,

Smith Marion : 

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Financial Statements and Independent Auditors' Report

Year Ended June 30, 2022



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HOUSING AUTHORITY OF THE CITY OF NEEDLES

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HOUSING AUTHORITY OF THE CITY OF NEEDLES

List of Principal Officials

The following table lists the Board Members as of June 30, 2022:

Chairperson.....	Darla Walters
Treasurer.....	Sheryl Porter
Officer.....	Tamera Kissell
Officer.....	Norma J Williams
Officer.....	Sharon Hartley
Tenant Commissioner.....	Zachary Lopez
Tenant Commissioner.....	Stella Brodbeck (Bernal)

In addition to the above Commissioners, the Administrator of Housing Authority of the City of Needles is Sara O' May, who served as the Executive Director.

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INDEPENDENT AUDITORS' REPORT

The Governing Body of
 Housing Authority of the City of Needles

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

OPINION

We have audited the financial statements of the business-type activities Housing Authority of the City of Needles (Authority), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the business-type activities of the Authority as of June 30, 2022, and the changes in its financial position and, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

BASIS FOR OPINION

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

(1) Exercise professional judgment and maintain professional skepticism throughout the audit; (2) Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements; (3) Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed; (4) Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements; (5) Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

REQUIRED SUPPLEMENTARY INFORMATION

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



SUPPLEMENTARY INFORMATION

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's financial statements.


The schedule of expenditures of federal awards is presented for purposes of additional analysis and is not a required part of the financial statements.

In addition, the accompanying statement and certification of actual costs, required by the U.S. Department of Housing and Urban Development, is presented for the purpose of additional analysis and are not a required part of the basic financial statements.

That information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. That information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, that information is fairly stated in all material respects in relation to the financial statements as a whole.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2023, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Smith Marion : 

June 27, 2023
Redlands, CA

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Management's Discussion and Analysis (Required Supplemental Information – Unaudited)

June 30, 2022

The Housing Authority of the City of Needles's (Authority, we, us, our) Management's Discussion and Analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of our financial activity, (c) identify changes in our financial position and its resulting ability to address the next and subsequent year challenges, and (d) identify individual fund issues or concerns.

Since the Management's Discussion and Analysis (MD&A) is designed to focus on the current year's activities, resulting changes and currently known facts, please read it in conjunction with our financial statements.

FINANCIAL HIGHLIGHTS

At the close of the most recent fiscal year, the assets of the Authority exceeded its liabilities by \$896,699 (*net position*). This amount includes \$742,126 of unrestricted net position that may be used to meet the Authority's ongoing obligations to clients and creditors.

As of June 30, 2022, the Housing Authority's operating cash balance was \$655,457, while investments totaled \$92,999.

OVERVIEW OF THE FINANCIAL STATEMENTS

The annual financial report consists of two parts: management's discussion and analysis and the basic financial statements. The Authority follows enterprise fund reporting; accordingly, the financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Enterprise fund statements offer short-term and long-term financial information about the activities and operations of the Authority. While detailed sub-fund information is not presented, separate accounts are maintained for each program of the Authority.

The financial statements include a statement of net position, statement of revenues, expenses and changes in net position, statement of cash flows and notes to the financial statements. The statement of net position provides a record or snapshot of the assets and liabilities at the close of the fiscal year. It presents the financial position of the Authority on a full accrual historical cost basis. The statement of revenues, expenses and changes in net position presents the results of the business activities over the course of the fiscal year. The statement of cash flows is related to the other financial statements by the way it links changes in assets and liabilities to the effects on cash and cash equivalents over the course of the fiscal year. The notes to the financial statements provide useful information regarding the Authority's significant accounting policies, significant account balances and activities, certain material risks, obligations, commitments, contingencies, and subsequent events.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Management's Discussion and Analysis (Required Supplemental Information – Unaudited)
June 30, 2022

FINANCIAL ANALYSIS OF THE AUTHORITY**Net Position**

The following table reflects the condensed Statement of Net Position compared to prior year.

	2022	2021	Change	
			Dollar	Percentage
Cash and equivalents	\$ 676,913	\$ 643,425	\$ 33,488	5.2%
Other current assets	111,926	105,776	6,150	5.8%
Total current assets	788,839	749,201	39,638	5.3%
Net capital assets	144,867	159,646	(14,779)	(9.3%)
Other non-current assets	-	-	-	0.0%
Total non-current assets	144,867	159,646	(14,779)	(9.3%)
Total assets	933,706	908,847	24,859	2.7%
Deferred outflows of resources	-	-	-	0.0%
Total	\$ 933,706	\$ 908,847	\$ 24,859	2.7%
Current liabilities	\$ 37,007	\$ 22,977	\$ 14,030	61.1%
Non-current liabilities	-	-	-	0.0%
Total liabilities	37,007	22,977	14,030	61.1%
Deferred inflows of resources	-	-	-	0.0%
Net investment in capital assets	144,867	159,646	(14,779)	(9.3%)
Restricted net position	9,706	10,715	(1,009)	(9.4%)
Unrestricted net position	742,126	715,509	26,617	3.7%
Total net position	896,699	885,870	10,829	1.2%
Total	\$ 933,706	\$ 908,847	\$ 24,859	2.7%

Assets

Overall, there were no significant changes in any asset classes from FY22 to FY21.

Building and improvements had an addition for a new AC unit for \$6,189.

Liabilities

Overall, there were no significant changes in any liability classes from FY22 to FY21.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Management's Discussion and Analysis (Required Supplemental Information – Unaudited)

June 30, 2022

Revenues, Expenses, and Changes in Net Position

The following schedule compares the revenues and expenses for the current and previous fiscal year.

	2022	2021	Change	
			Dollar	Percentage
Net rental revenue	\$ 231,342	\$ 221,703	\$ 9,639	4.3%
Operating grants and subsidies	305,277	336,194	(30,917)	(9.2%)
Other operating revenues	2,523	3,591	(1,068)	(29.7%)
Total operating revenues	539,142	561,488	(22,346)	(4.0%)
Depreciation expense	(20,968)	(20,505)	(463)	2.3%
Housing Assistance Payments	(100,107)	(104,081)	3,974	(3.8%)
Other operating expenses	(397,332)	(380,897)	(16,435)	4.3%
Total operating expenses	(518,407)	(505,483)	(12,924)	2.6%
Operating Income (Loss)	20,735	56,005	(35,270)	63.0%
Investment income	(9,906)	1,193	(11,099)	(>100%)
Interest expense	-	-	-	0.0%
Other non-operating items	-	-	-	0.0%
Income (Loss)	10,829	57,198	(46,369)	81.1%
Special items	-	-	-	0.0%
Net operating transfers	-	-	-	0.0%
Capital contributions	-	-	-	0.0%
Change in Net Position	\$ 10,829	\$ 57,198	\$ (46,369)	81.1%

Revenues

Other operating revenue decreased by \$1k or 30% from FY21 to FY22, primarily due to a reduction in port-in voucher administrative fees. Also attributable to the decrease was a reduction in non-rent related tenant charges.

Expenses

Other operating expenses increased by \$16.4k or 4.3% from FY21 to FY22, primarily due to an increase in ordinary maintenance and operation expenses incurred.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Management's Discussion and Analysis (Required Supplemental Information – Unaudited)

June 30, 2022

CAPITAL ASSETS

As of June 30, 2022, the Authority's investment in capital assets totaled \$144,867, net of depreciation. This investment includes land, buildings, equipment, and vehicles. This amount represents a net decrease of \$14,779 or (9%) from the previous fiscal year, as a result of current year additions not exceeding the current year depreciation of \$20,968.

	2022	2021	Change	
			Dollar	Percentage
Land	\$ 2,381	\$ 2,381	\$ -	0%
Construction in progress	-	-	-	0%
Buildings and improvements	3,153,543	3,147,354	6,189	0%
Equipment and furnishings	81,618	81,618	-	0%
Accumulated depreciation	(3,092,675)	(3,071,707)	(20,968)	1%
Net Capital Assets	\$ 144,867	\$ 159,646	\$ (14,779)	(9%)

DEBT ADMINISTRATION

The Authority currently carries no long-term debt.

ECONOMIC FACTORS

Significant economic factors affecting us are as follows:

- Federal funding by the Department of Housing and Urban Development.
- Local labor supply and demand, which can affect salary and wage rates.
- Local inflation, recession, and employment trends, which can affect resident incomes and therefore the amount of rental income.

FINANCIAL CONTACT

Our financial report is designed to provide our citizens, taxpayers, and investors and creditors with a general overview of the Housing Authority's finances and to show the Housing Authority's accountability for the money it receives. If you have questions about this report or wish to request additional financial information, please contact the Executive Director Julie Bigham.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Statement of Net Position

June 30, 2022

Assets and Deferred Outflows of Resources

Operating cash	\$ 655,457
Restricted cash	21,456
Total cash and equivalents	<u>676,913</u>
Net accounts receivable	18,927
Investments - operating	92,999
Total current assets	<u>788,839</u>
Capital assets, at cost	
Land	2,381
Buildings and improvements	3,153,543
Equipment and furnishings	81,618
Total acquisition costs	<u>3,237,542</u>
Less: accumulated depreciation	<u>(3,092,675)</u>
Net capital assets	144,867
Total non-current assets	<u>144,867</u>
Total assets	<u>933,706</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 933,706</u>

Liabilities, Deferred Inflows of Resources, and Net Position

Accounts payable	\$ 22,830
Deposits held in trust, contra	11,750
Accrued wages payable	173
Accrued vacations payable, current portion	2,254
Total current liabilities	<u>37,007</u>
Total liabilities	<u>37,007</u>
Net investment in capital assets	144,867
Restricted net position	9,706
Unrestricted net position	742,126
Total net position	<u>896,699</u>
Total Liabilities, Deferred Inflows of Resources, and Net Position	<u>\$ 933,706</u>

See accompanying notes.

HOUSING AUTHORITY OF THE CITY OF NEEDLES
Statement of Revenues, Expenses, and Changes in Net Position
Year Ended June 30, 2022

Tenant rental revenue, net of collection losses	\$ 231,342
Operating grants and subsidies	305,277
Other revenue	2,523
Total operating revenues	<u><u>539,142</u></u>
Administrative	152,921
Tenant services	11,402
Utilities	80,167
Ordinary maintenance and operations	145,658
Protective services	600
Insurance premiums	6,584
Housing Assistance Payments	100,107
Depreciation	20,968
Total operating expenses	<u><u>518,407</u></u>
Operating income (loss)	20,735
Gain/(loss) on investments	(9,906)
Total non-operating revenues (expenses)	<u><u>(9,906)</u></u>
Change in Net Position	<u><u>\$ 10,829</u></u>
Net position, beginning of year	\$ 885,870
Change in net position	10,829
Net Position, End of Year	<u><u>\$ 896,699</u></u>

See accompanying notes.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Statement of Cash Flows
Year Ended June 30, 2022

Cash receipts from tenants	\$ 215,838
Cash receipts from grants	305,277
Cash payments for Housing Assistance Payments	(100,107)
Cash payments to suppliers for goods and services	(169,910)
Cash payments for wages and benefits	(213,992)
Other cash payments and receipts	<u>2,523</u>
Net cash from operating activities	<u>39,629</u>
Acquisition and construction of capital assets	<u>(6,189)</u>
Net cash from capital and related financing activities	<u>(6,189)</u>
Net (purchases)/proceeds of investments	<u>48</u>
Net cash from investing activities	<u>48</u>
Net change in cash and equivalents	33,488
Cash at beginning of period	<u>643,425</u>
Cash at End of Period	<u>\$ 676,913</u>
<i>Reconciliation of cash to the statement of net position:</i>	
Cash and equivalents - operating	\$ 655,457
Restricted cash and equivalents	<u>21,456</u>
Total Cash and Equivalents	<u>\$ 676,913</u>
Reconciliation of operating income (loss) to net cash from operating activities:	
Operating income (loss)	\$ 20,735
Adjustments to reconcile operating income (loss) to net cash from operating activities:	
Depreciation	20,968
Changes in operating assets and liabilities:	
Accounts receivable	(16,104)
Accounts payable	13,322
Accrued wages and benefits	108
Deposits held in trust, contra	<u>600</u>
Net Cash from Operating Activities	<u>\$ 39,629</u>

See accompanying notes.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Notes to Financial Statements

NOTE 01 - NATURE OF BUSINESS AND ORGANIZATION

The Housing Authority of the City of Needles (Authority) was established in 1942, under the U.S. Housing Act of 1937, and the State of California Housing Authority Law of 1938. The Authority is a nonprofit government agency which is chartered by the State of California to administer the development, rehabilitation or financial of affordable housing programs. The area of jurisdiction of the Authority is the City of Needles.

The primary mission of the Authority is to assist low and moderate-income families, including elderly and disabled persons, by operating programs which provide them decent, safe, and sanitary housing at affordable costs.

Under the United States Housing Act of 1937, as amended, the U.S. Department of Housing and Urban Development (HUD) has direct responsibility for administering low-income housing programs in the United States. Accordingly, HUD has contracted with the Authority to administer certain HUD funds.

Our operations are comprised of the Housing Choice Voucher Program. This program is designed to aid very low-income families in obtaining decent, safe, and sanitary rental housing. We administer contracts with independent landlords that own property and rent that property to families that have applied for housing assistance. We subsidize the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contributions Contract (ACC) with HUD. HUD provides Annual Contributions Funding to enable us to structure a lease that sets the participants' rent at 30% of household income.

Additionally, our operations are comprised of the Low Rent Housing Program. This program is designed to provide very low-income families in obtaining decent, safe, and sanitary rental housing. operates The Low Rent Housing Program operates the Authority's own rental housing units subsidized by HUD through an Annual Contributions Contract (ACC). Funding is provided by tenant rent payments and subsidies provided by HUD based upon a formula that takes into consideration factors such as: prior formula funding, population of the area, number of dwelling units, bedroom sizes, building height and building age, utility costs, and rental income.

The Low Rent Housing Program is supplemented by the Capital Fund Program. The purpose of this program is to utilize funds granted by HUD for remodeling and upgrading the facilities in the Low Rent Housing Program, as well as to support overall operations. These grant funds are authorized by HUD each year but can be spent over the course of several years.

Reporting Entity

As described in GASB Statement No. 34, paragraph 134, the Authority is considered a primary government and meets the definition of a Special Purpose Government ("SPG"). The Authority is a legally separate entity that is engaged in only business-type activities. Business-type activities are defined as activities that are financed in whole or in part by fees charged to external parties for goods or services. SPG's engaged only in business-type activities are required to present only the financial statements required for proprietary funds, which includes Management's Discussion and Analysis ("MD&A"), basic financial statements, and Required Supplemental Information ("RSI"). All inter-program activities have been eliminated in these financial statements.

We are an independent agency, with operations separate from those of the City of Needles (City). Our obligations, including loans through direct borrowing or the sale of bonds, are not obligations of the City. The City provides us no funding. Additionally, the City does not hold title to any of our assets, nor does it have any right to our surpluses. The City does not have the ability to exercise influence over our daily operations or approve our budgets.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Notes to Financial Statements

NOTE 02 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*Accrual Basis of Accounting*

The financial statements are presented using the accrual basis of accounting with an economic resources measurement focus. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. As permitted by accounting principles generally accepted in the United States of America (GAAP), the Authority has elected to apply all relevant Government Accounting Standards Board (GASB) pronouncements.

The Authority distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from grant agreements, providing services, and producing and delivering goods in connection with the ongoing principal operations. The principal operating revenues of the Authority include program specific grants, rental income from tenants of the various housing projects. Operating expenses include the cost of services, administrative expenses, and depreciation on capital assets. Revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles as applied to governmental units requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Equivalents

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash on hand, demand deposits at financial institutions, investments in Money Market funds, and Certificates of Deposit.

Restricted Cash

Restricted cash consists of cash set aside by HUD for the Housing Choice Voucher Program, reserves, and escrows, as well as other cash and investments that are restricted for specific purposes.

Accounts Receivable from Tenants

Accounts receivable consists of all amounts earned at year end and not yet received. Allowances for uncollectible accounts are based upon historical trends and periodic aging of accounts receivable.

In accordance with Governmental Accounting Standards Board Statement No. 34, revenues in proprietary funds should be reported as net of all related allowances, which include amounts pertaining to uncollectible accounts. Therefore, the increase and decrease in the estimate of uncollectible accounts should be reported net of revenue instead of bad debt expense. The Authority reported no bad debt expense for the year ended June 30, 2022.

Capital Assets

Capital assets purchased or acquired with an original cost of \$1,500 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation of exhaustible capital assets is charged as an expense against operations utilizing the straight-line method. Accumulated depreciation is reported on the Statement of Net Position.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Notes to Financial Statements

The estimated useful lives for each major class of depreciable fixed assets are as follows:

Building	20 - 50 years
Vehicles and other equipment	5 - 7 years
Computers	5 years

Impairment of Capital Assets

The Authority reviews its capital assets for impairment whenever events or changes in circumstances indicate that there has been a decline in service utility that is large in magnitude and outside of the normal life cycle of the capital asset being evaluated. As of June 30, 2022, there has been no impairment of the capital assets.

Tenant Security Deposits

Security deposits consist of amounts held in trust with the Authority in order for tenants to secure apartment leases.

Compensated Absences

Compensated absences are absences for which employees will be paid, i.e., vacation and other approved leaves, with the exception of those employees that are terminated on grounds of gross misconduct. The Authority accrues the liability for those absences for which the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Authority currently does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority currently does not have any items that qualify for reporting in this category.

Unearned Revenue

Unearned revenues, if any, consist of rental payments made by tenants in advance of their due date, and rental supplements to be paid to owners of private dwellings during the first month of the next fiscal year.

Income Taxes

The Authority is not subject to federal or state income taxes.

Leasing Activities

We are the lessor of dwelling units to eligible residents. The rents under the leases are determined generally by the residents' income as adjusted for eligible deductions regulated by HUD, although the residents may opt for a flat rent. Leases may be cancelled at any time or renewed annually. We may cancel the leases only for a cause. Revenues associated with these leases are reported in the accompanying financial statements and related schedules within dwelling rent revenue.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Notes to Financial Statements

Net Position

In the statement of net position, equity is classified as net position and displayed in three components: (1) Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of any notes or other borrowings attributable to those capital assets. (2) Restricted net position consists of assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation. (3) Unrestricted net position – All other assets that do not meet the definition of “restricted” or “net investment in capital assets”.

When both restricted and unrestricted net positions are available for use, generally it is our policy to use restricted resources first.

Fair Value Measurements

Generally Accepted Accounting Principles establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of quoted prices (unadjusted) for identical assets and liabilities in active markets that a government can access at the measurement date, Level 2 inputs consist of inputs other than quoted prices that are observable for an asset or liability, either directly or indirectly, and Level 3 inputs that have the lowest priority and consist of unobservable inputs for an asset or liability. The Authority’s investments have been measured using Level 1 inputs.

Investment Policy

Our investment policy, HUD and the California Government Code do not address legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposit made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure such deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Authorized Investments

Investments of the Authority are limited to investment types prescribed by HUD in PIH Notice 1996-33 or as amended by future HUD notices.

Additionally, the Authority limits investment types to those that are authorized in accordance with Section 53601 of the California Government Code.

Subsequent Events

We evaluated subsequent events through June 30, 2022, the date these financial statements were issued.

Subsequent to year end, the City of Needles City Council assumed the Board of Commissioners role for the Authority by passage of a City Resolution on February 15, 2023, in accord with the California Health and Safety Code section 34290. As a result, the Authority will be considered a component unit of the City.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Notes to Financial Statements

NOTE 03 - RESTRICTED CASH

Restricted cash was comprised of the following as of yearend:

Tenant security deposits	\$ 11,750
Restricted cash with offsetting liabilities	<u>11,750</u>
Cash balances associated with the HCV HAP equity	<u>9,706</u>
Restricted cash reflected in restricted net position	<u>9,706</u>
Total Restricted Cash and Equivalents	<u>\$ 21,456</u>

NOTE 04 - ACCOUNTS RECEIVABLE

The following provides a breakdown of accounts receivables as of yearend:

Receivables from HUD	\$ 79
Tenant receivables	17,524
Allowance for doubtful accounts - tenants	<u>(70)</u>
Net tenant receivables	<u>17,454</u>
Fraud recovery receivables	<u>1,394</u>
Net fraud recovery receivables	<u>1,394</u>
Net Accounts Receivable	<u>\$ 18,927</u>

NOTE 05 - CAPITAL ASSETS

A summary of the Capital Asset activity for the year ended June 30, 2022, is provided below:

	6/30/21	Additions	Deletions	6/30/22
Non-Depreciable				
Land	\$ 2,381	\$ -	\$ -	\$ 2,381
	<u>2,381</u>	<u>-</u>	<u>-</u>	<u>2,381</u>
Depreciable				
Buildings and improvements	3,147,354	6,189	-	3,153,543
Equipment and furnishings	81,618	-	-	81,618
	<u>3,228,972</u>	<u>6,189</u>	<u>-</u>	<u>3,235,161</u>
Total acquisition costs	3,231,353	6,189	-	3,237,542
Accumulated depreciation	<u>(3,071,707)</u>	<u>(20,968)</u>	<u>-</u>	<u>(3,092,675)</u>
Net Capital Assets	<u>\$ 159,646</u>	<u>\$ (14,779)</u>	<u>\$ -</u>	<u>\$ 144,867</u>

All land and buildings of the Public Housing Program are encumbered by a Declaration of Trust in favor of the United States of America as security for obligations guaranteed by the federal government and to protect other interests of the federal government.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Notes to Financial Statements

NOTE 06 - NET POSITION

Net investment in capital assets as of yearend consists of the following:

Land	\$ 2,381
Buildings and improvements	3,153,543
Equipment and furnishings	81,618
Less:	
Accumulated depreciation	<u>(3,092,675)</u>
Net Investment in Capital Assets	<u>\$ 144,867</u>

Restricted net position as of yearend consists of the following:

Restricted cash and equivalents	\$ 21,456
Less:	
Tenant security deposit, contra	<u>(11,750)</u>
Restricted Net Position	<u>\$ 9,706</u>

NOTE 07 - PENSION PLAN

The Authority contributes to the Aergon Transamerica Annuity Retirement Plan, a defined contribution pension plan, for its full-time employees.

Benefit terms, including contribution requirements, for Authority are established and may be amended by the Needles Housing Authority Board of Commissioners. For each employee in the pension plan, the Authority is required to contribute 10 percent of their annual salary, exclusive of overtime pay to an individual employee account. Employees are permitted to make contributions to the pension plan, up to applicable Internal Revenue Code limits. For the year ended June 30, 2022, employee contributions totaled \$0, and the Authority recognized pension expense of \$8,064.

Employees are immediately vested in their own contributions and earnings on those contributions and become vested in Authority contributions and earnings on Authority contributions after completion of 12 months of creditable service with the Authority. There are no non-vested contributions made by the Authority and therefore no forfeitures.

The Authority has made all required contributions for the year ended June 30, 2022. There are no liabilities related to the pension contributions.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Notes to Financial Statements

NOTE 08 - BUSINESS RISKS AND CONCENTRATIONS

Concentration – Major Contributor

For the year ended June 30, 2022, approximately 58% of operating revenues reflected in the financial statements are from HUD. The Authority operates in a heavily regulated environment. The operations of the Authority are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress, or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related costs and the additional administrative burden to comply with the changes.

Risk Management

The Authority is exposed to various risk of losses related to torts; theft or damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated. There were no claims in excess of commercial coverage during the previous three years. These losses include an estimate of claims that have been incurred but not reported. At June 30, 2022, there were no liabilities to be reported.

As of June 30, 2022, the Authority was a participating member of the Housing Authorities Risk Retention Pool (HARRP), a risk-management pool, which provides the following coverage: property; general liability; official's liability; auto liability; employee liability for dishonesty or forgery; and employee liability for theft, disappearance and destruction.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Our policy is to manage this exposure to declines in fair values by limiting the weighted average maturity of its investments portfolio.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is our policy to follow the HUD regulations by only having direct investments and investments through mutual funds to direct obligations, guaranteed obligations, or obligations of the agencies of the United States of America.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, our deposits may not be returned. Our policy for custodial credit risk requires collateral to be held in our name by its agent or by the bank's trust department.

NOTE 09 - CONTINGENCIES AND COMMITMENTS

Government Examinations

The Authority is subject to possible examinations made by Federal and State authorities who determine compliance with terms, conditions, laws, and regulations governing other grants given to the Authority in the current and prior years.

Construction Contracts

During the normal course of business, the Authority is engaged in various construction contracts for rehabilitation and modernization of various properties owned by the Authority.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

Program Title	ALN	Cluster Title	Award Type	Pass-Through No.	Expenditures	Amounts Passed Through to Sub-
Section 8 Housing Choice Vouchers	14.871	HVC	Direct		\$ 120,249	\$ -
COVID-19 Section 8 Housing Choice Vouchers	14.871	HVC	Direct		3,298	-
<i>Total Section 8 Housing Choice Vouchers</i>					<u>123,547</u>	<u>-</u>
Public and Indian Housing	14.850		Direct		149,251	-
COVID-19 Public and Indian Housing	14.850		Direct		32,479	-
<i>Total Public and Indian Housing</i>					<u>181,730</u>	<u>-</u>
Total Federal Financial Assistance					<u>\$ 305,277</u>	<u>\$ -</u>
<i>Federal Grantor:</i>						Expenditures
US Department of Housing and Urban Development						<u>\$ 305,277</u>
Total Federal Financial Assistance						<u>\$ 305,277</u>
<i>Cluster Title:</i>						Expenditures
Housing Voucher Cluster						<u>\$ 123,547</u>
<i>Award Type:</i>						Expenditures
Direct						<u>\$ 305,277</u>
Total Federal Financial Assistance						<u>\$ 305,277</u>

NOTE 01 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal awards activity of the Authority under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of our operations, it is not intended to and does not present our financial position, changes in net positions, or cash flows.

NOTE 02 - INDIRECT COST RATE

The Authority has elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Statement and Certification of Actual Costs

June 30, 2022

1. The Actual Costs of the Authority was as follows:

Grant	Funds Approved	Funds Disbursed	Funds Expended	Balance
CA16P022501-18	\$ 119,358	\$ -	\$ -	\$ 119,358
CA16P022501-19	\$ 123,997	\$ -	\$ -	\$ 123,997
CA16P022501-20	\$ 133,733	\$ -	\$ -	\$ 133,733
CA16P022501-21	\$ 138,738	\$ -	\$ -	\$ 138,738
CA16P022501-22	\$ 169,829	\$ -	\$ -	\$ 169,829

2. The distribution of costs as shown on the Financial Statement of Costs accompanying the Actual Cost Certificate submitted to HUD for approval, is in agreement with the Authority's records.
3. For the above completed grants, all costs have been paid and all related liabilities have been discharged through payment.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Governing Body of
 Housing Authority of the City of Needles

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Housing Authority of the City of Needles (Authority), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated June 27, 2023.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item(s) 2022-001, 2022-002, 2022-003, that we consider to be significant deficiencies.



REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, and which are described in the accompanying *schedule of findings and questioned costs* as item(s) 2022-003.

AUTHORITY'S RESPONSE TO FINDINGS

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Their response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Smith Marion : 

June 27, 2023
Redlands, CA

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Schedule of Findings and Questioned Costs

Year Ended June 30, 2022

SECTION I - SUMMARY OF AUDITOR'S RESULTS**Financial Statements:**

- | | | |
|--|---|--|
| 1. Type of Auditor Report on the financial statements: | <input type="text" value="Unmodified"/> | |
| 2. Internal control over financial reporting: | | |
| a. Material weakness(es) identified? | <input type="text"/> Yes | <input checked="" type="text" value="x"/> No |
| b. Significant deficiency(ies) identified that are not considered to be material weaknesses? | <input checked="" type="text" value="x"/> Yes | <input type="text"/> None noted |
| 3. Noncompliance material to financial statements? | <input type="text"/> Yes | <input checked="" type="text" value="x"/> No |

SECTION II – FINANCIAL STATEMENT FINDINGS**Finding 2022-001*****Significant Deficiency in Internal Controls over Accounts Payable – Unrecorded Liability(s)***

Criteria: Accounting principles generally accepted in the United States of America (GAAP) under the accrual basis of accounting method, requires expenses to be recorded at the time liabilities are incurred.

Condition and Context: During the audit for the year ended June 30, 2022, it was discovered that controls over accounts payable were not operating in compliance with the above stated criteria. The executive director at the time did not properly maintain the account payable schedule. We tested an amount of \$49,243.22 out of the total population \$68,974 in disbursements for the month following the fiscal year and the total of unrecorded liability amounted to \$15,970, 32% of the amount tested. If projected to the whole population, we estimate an error of \$22,369, which may materially affect the financial statements.

Effect or Potential Effect: Unrecorded liabilities significantly affect a company's financial position leading to an understatement of expenses and understatement of liabilities.

Cause: Insufficient oversight and supervision of accounts payable processes lead to errors and inconsistencies. This led to expenses to not being recorded at the time they were incurred.

Recommendation: Management and the Board should develop procedures that ensure they have proper record keeping procedures over invoices from vendors. In response to the identified risks, consideration should be given to identifying and implementing controls that could help mitigate the risks associated with unrecorded liability(s), such as implementing processes, and controls to track and manage payables effectively. Regular reconciliation and timely payment practices are essential for maintaining good schedules.

Views of Responsible Official(s): Management agrees with the finding and have outlined a plan of action in the Corrective Action Plan section of this report.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Schedule of Findings and Questioned Costs
Year Ended June 30, 2022

Finding 2022-002

Significant Deficiency in Internal Controls over Board Minutes – Missing Signature(s)

Criteria: California Government Code Section 54953: This law requires local government bodies, such as city councils and school boards, to keep minutes of their meetings.

The Public Housing Program (24 CFR Part 903) require public housing agencies to keep minutes of their board meetings, which must include certain information such as the date, time, location, and actions taken at the meeting. These minutes must be made available for public inspection and kept on file for at least three years.

The Housing Choice Voucher Program (24 CFR Part 982) require public housing agencies to keep records of all board meetings, including any resolutions, motions, or other official actions taken. These records must be retained for at least six years.

To ensure the authenticity and accuracy of the minutes, it is customary for the minutes to be signed by the person who presided over the meeting (usually the chairperson) and the person who recorded the minutes (usually the secretary or a designated note-taker).

By signing the minutes, the participants acknowledge that they have reviewed and approved the accuracy of the minutes. This also helps to establish the official record of what was discussed and agreed upon during the meeting, which can be important in legal disputes or audits. Additionally, signing the minutes can help to discourage any unauthorized changes or alterations to the record.

Condition and Context: We noted multiple instances where the minutes of the board meeting were not signed.

Effect or Potential Effect: Not signing board minutes can have negative effects and consequences for an organization, including: (1) Lack of Authenticity: The signature of the presiding officer and the secretary on the minutes indicates that they have reviewed and approved the accuracy of the minutes. Without their signatures, the authenticity of the minutes can be called into question, which may lead to challenges or disputes about what was discussed or agreed upon during the meeting; (2) Legal Implications: Board minutes may be used as evidence in legal proceedings, such as in the case of a shareholder lawsuit or an audit by a regulatory agency. If the minutes are not signed, it may be more difficult to establish their authenticity and accuracy in court; (3) Compliance Issues: In some cases, not signing board minutes may be a violation of legal or regulatory requirements. For example, California Corporations Code Section 8320 requires corporations to keep minutes of meetings of the board and committees of the board, and failure to comply with this requirement can result in penalties or fines; and (4) Risk of Alterations: Without signatures, the minutes may be more susceptible to alterations or changes, either intentionally or accidentally. This can undermine the integrity of the minutes and lead to confusion or disputes about what actually occurred during the meeting.

Cause: The Executive Director at the time the minutes were recorded was solely responsible for signing them. The ED was continually absent, leaving many essential duties incomplete.

Identification of a Repeat Finding: This finding was identified in the prior year audit as 2021-002.

Recommendation: The Auditor recommends that the Board develop procedures that ensure that their board minutes are properly reviewed, approved, and signed to comply with all legal and regulatory requirements, and to maintain the integrity of their record-keeping.

Views of Responsible Official(s): Management agrees with the finding and have outlined a plan of action in the Corrective Action Plan section of this report.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Schedule of Findings and Questioned Costs
Year Ended June 30, 2022

Finding 2022-003

Noncompliance and Significant Deficiency in Internal Controls over Reporting – Missed REAC Deadlines

Criteria: The Uniform Financial Reporting Standards (UFRS), at 24 CFR 5.801, require Authorities to file an audited submission to the Real Estate Assessment Center (REAC) no later nine months after fiscal year end.

Condition and Context: During the audit for the year ended June 30, 2022, we noted that neither the unaudited nor the audited REAC submissions had been filed.

Effect or Potential Effect: Failure to report timely can have several negative effects, including: (1) Loss of funding: Non-compliance with federal grant requirements can result in the loss of future funding opportunities or even the revocation of existing funding; (2) Damage to reputation: Failure to comply with federal grant requirements can damage the organization's reputation and lead to a loss of public trust; (3) Audit findings: Non-compliance can result in increased scrutiny and potential sanctions from grantor agencies; and (4) Delayed funding: Failure to timely report financial information can delay the release of future grant funds.

Cause: The Executive Director at the time was solely responsible for submitting the information to REAC and coordinating the audit. The ED was continually absent, leaving many essential duties incomplete.

Identification of a Repeat Finding: This finding was identified in the prior year audit as 2021-003.

Recommendation: To correct the issue of missing reporting deadlines, the Auditor has the following recommendations: (1) Develop a reporting calendar: Create a reporting calendar that includes all reporting deadlines, the required documents, and the person responsible for submitting the reports. The calendar should be shared with all relevant staff and regularly updated; (2) Assign clear responsibilities: Assign clear responsibilities for each reporting task and ensure that staff understand their roles and deadlines. Consider designating a point person to oversee the reporting process and monitor progress; (3) Establish a reporting process: Develop a reporting process that outlines the steps required to complete and submit reports, including who needs to be involved, what information is needed, and how the report will be reviewed and approved; (4) Provide training and resources: Provide training and resources to staff to help them understand the reporting requirements and how to prepare and submit reports. This can include training sessions, webinars, and written guidance; and (5) Monitor progress and address issues: Regularly monitor progress and address any issues that arise. If deadlines are missed, determine the cause, and develop strategies to prevent similar issues in the future.

Views of Responsible Official(s): Management agrees with the finding and have outlined a plan of action in the Corrective Action Plan section of this report.

THE HOUSING AUTHORITY OF THE CITY OF NEEDLES, CALIFORNIA

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CORRECTIVE ACTION PLAN

Name of auditee: Housing Authority of the City of Needles

Name of audit firm: Smith Marion and Co. Inc.

Period covered by the audit: Year Ended June 30, 2022

CAP Prepared by

Name: Julie Bigham

Position: Executive Director

Telephone Number: (760) 326-3222

Current Findings on the Schedule of Findings, Questioned Costs, and Recommendations.

Finding 2022-001

a. Comments on the Finding and Each Recommendation:

The Authority concurs with the finding.

b. Action(s) Taken or Planned on the Finding:

The Executive Director overseeing this process resulting in the finding has since been replaced. A process is now in place to ensure that the accounts payable aging report is accurate and updated properly for all invoices sent to the Authority.

Finding 2022-002

a. Comments on the Finding and Each Recommendation:

The Authority concurs with the finding.

b. Action(s) Taken or Planned on the Finding:

The Executive Director overseeing this process resulting in the finding has since been replaced. A process is now in place to ensure that board minutes are signed in a timely manner.

THE HOUSING AUTHORITY OF THE CITY OF NEEDLES, CALIFORNIA

908 Sycamore Drive • Needles, California 92363
 Telephone (760) 326-3222 • Fax (760) 326-2741 • TDD (760) 326-5868
 nha@citlink.net

c. Status of Corrective Actions on Findings Reported in the Prior Audit Schedule of Findings, Questioned Costs, and Recommendations.

Corrective action on this finding is enforced starting as of December 2022. Former Executive Director was in office during the audit period and was responsible for signing the board minutes. They remained in office until Julie Bigham assumed position of Executive Director in December 2022. This issue might appear for upcoming fiscal year 2023 audit, but only until December 2022.

Finding 2022-003

a. Comments on the Finding and Each Recommendation:

The Authority concurs with the finding.

b. Action(s) Taken or Planned on the Finding:

The Executive Director overseeing this process resulting in the finding has since been replaced. A process is now in place to ensure that the required REAC submissions are completed in a timely manner.

c. Status of Corrective Actions on Findings Reported in the Prior Audit Schedule of Findings, Questioned Costs, and Recommendations.

Corrective action on this finding is enforced starting as of December 2022. Former Executive Director Sara O' May was in office during the audit period and was responsible for REAC submissions to be filed in a timely manner. Julie Bigham understands the importance of REAC submissions being done on time and will enforce this for upcoming submission.

HOUSING AUTHORITY OF THE CITY OF NEEDLES

Status of Prior Audit Findings
Year Ended June 30, 2022

Financial Statement Findings:

Prior Year Findings No.	Findings Title	Status/Current Year Finding No.
2021-001	Significant Deficiency in Internal Controls over Cash Disbursements - Missing Invoice(s)	Resolved
2021-002	Significant Deficiency in Internal Controls over Board Minutes - Missing Signature(s).	Repeat/2022-002
2021-003	Noncompliance and Significant Deficiency in Internal Controls over Financial Reporting - Missed REAC Deadlines	Repeat/2022-003
2021-004	Significant Deficiency in Internal Controls over Financial Reporting - Bank Reconciliations	Resolved

Federal Award Findings and Question Costs:

Prior Year	Findings Title	Status/ Current Year
N/A	There were no prior findings reported.	N/A



City of Needles, California
Request for City Council Action

Item 9.

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ HACN ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Housing Authority auditors for fiscal year ending 06/30/23

Background: The accounting firm Smith Marion & Co. with Douglas Englehart as the engagement partner has done the financial audits for the Housing Authority of the City of Needles for the last four fiscal years. Transitioning to a new firm is difficult because new audit firms need to be guided through all aspects of the operations. Since the Housing Authority is a new entity for the City, it would be beneficial to have an auditing firm that is already familiar with the operations.

Fiscal Impact: Not to exceed \$17,408 for the FY 22-23 audit, per proposal dated 06/22/23.

Recommendation: Staff recommends foregoing the bid process and retaining Smith Marion & Co. for the audit of the fiscal year ending June 30, 2023.

Submitted By: Barbara DiLeo, Finance

City Management Review: Pat J. Myers GRB

Date: 8/12/2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9

• t: (909) 307-2323
• 1940 orange tree lane, suite 100
• redlands, ca 92374



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Item 9.

ENGAGEMENT LETTER

Thursday, June 22, 2023

Housing Authority of the City of Needles
908 Sycamore Dr.
Needles, CA 92363

Ladies and Gentlemen:

This letter (Engagement Letter) confirms our understanding of our engagement to provide professional services to Housing Authority of the City of Needles.

OBJECTIVES AND LIMITATIONS OF SERVICES

Financial Statement Audit Services

You have requested that we audit the financial statements of the Covered Entities (as described in Appendix I).

We have the responsibility to conduct and will conduct an audit of the financial statements in accordance with auditing standards generally accepted in the United States of America (GAAS), with the objective of obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to error or fraud, and issuing an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also will:

- § Identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or override of internal control.



- § Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Covered Entities' internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- § Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall financial statement presentation, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- § Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Covered Entities' ability to continue as a going concern for a reasonable period of time.

Subject to the remainder of this paragraph, we will issue a written report upon completion of our audit of the Covered Entities' financial statements addressed to the Board of Directors (Board). Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement. If, during the performance of our audit procedures such circumstances arise, we will communicate to the Board our reasons for modification or withdrawal.

We will not assume management responsibilities on behalf of the Covered Entities. However, we will provide advice and recommendations to assist management of the Covered Entities in performing its responsibilities.

This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

We may also perform certain limited procedures to the required supplementary information as required by auditing standards generally accepted in the United States of America. However, we will not express an opinion or provide any assurance on the information. Our report relating to the financial statements will include our consideration of required supplementary information.

We also understand that the financial statements may include supplementary information which is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information may be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America with the objective of expressing an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.



Internal Control over Financial Reporting and Compliance and Other Matters

We will obtain an understanding of the Covered Entities' internal control relevant to the audit in order to determine the nature, timing, and extent of our audit procedures for the purpose of expressing an opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the Covered Entities' internal control.

The objective of our audit of the financial statements is not to report on the Covered Entities' internal control and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Covered Entities' compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, our objective is not to provide an opinion on compliance with such provisions.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may exist and not be detected even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Also, an audit is not designed to detect matters that are immaterial to the financial statements.

Government Auditing Standards Audit Services

You have also requested that we audit certain Covered Entities' financial statements in accordance with the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). See services section of Appendix I for Entities audited under *Government Auditing Standards*.

In accordance with *Government Auditing Standards*, we will prepare a written report (GAGAS report), on our consideration of internal control over financial reporting and tests of compliance made as part of our audit of the financial statements. This report will (1) include any material weaknesses and significant deficiencies identified during the audit; (2) include any of the following that we identify or suspect: (i) instances of noncompliance with provisions of laws, regulations, contracts, or grant agreements that have a material effect on the financial statements or other financial data significant to the audit objectives; and (ii) instances of fraud that are material, either qualitatively or quantitatively, to the financial statements or other financial data significant to the audit objectives; (3) describe its purpose and (4) state that it is not suitable for any other purpose.

In accordance with *Government Auditing Standards*, we will also communicate in writing when:

- § Identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements comes to our attention during the course of our audit that has an effect on the financial statements or other financial data significant to the audit objectives that is less than material but warrants the attention of those charged with governance, or



§ We obtained evidence of identified or suspected instances of fraud that have an effect on the financial statements or other financial data significant to the audit objectives that are less than material but warrant the attention of those charged with governance.

In accordance with *Government Auditing Standards*, we are also required in certain circumstances to report identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or instances of fraud directly to parties outside the auditee.

Pursuant to *Government Auditing Standards*, and subject to applicable provisions of laws and regulations, we are required to make appropriate individuals and certain audit documentation available in a timely manner to others, including Regulators, upon request. In addition, we may also be requested to make certain audit documentation available to Regulators pursuant to authority provided by law or regulation. If so requested, access to such audit documentation will be provided. Furthermore, Regulators may obtain copies of selected audit documentation. Such regulators may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm can be obtained on our website smcocpa.com for your consideration and files.

MANAGEMENT'S RESPONSIBILITIES

The audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

The management and the Board of the Covered Entities acknowledge and understand that they have responsibility for the following: (1) the preparation and fair presentation, in accordance with U.S. generally accepted accounting principles, of the financial statements and all representations contained therein; (2) the design, implementation, and maintenance of programs and controls to prevent, deter, and detect fraud; (3) for adopting sound accounting policies; (4) for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements; (5) to provide reasonable assurance against the possibility of misstatements that are material to the financial statements whether due to error or fraud; (6) for informing us, of which it has knowledge, of all material weaknesses and significant deficiencies in the design or operation of such controls; (7) adjusting the financial statements to correct material misstatements; (8) for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon, taken as a whole; (9) provide us with the following: (i) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and the compliance requirements applicable to its federal programs such as records, documentation, and other matters; and (ii) additional information that we may request from management for purposes of the audits; and (iii) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence; (10) identifying and ensuring that the Covered Entities comply with laws, regulations, contracts, and grant agreements applicable to its activities, and for informing us of any known instances of noncompliance or suspected noncompliance with laws, regulations and provisions of contracts and grant agreements; (11) inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued; (12) distributing the reports issued by Smith Marion.



As required by auditing standards, we will make specific inquiries of management and the Board about the representations embodied in the financial statements and the effectiveness of internal control, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the financial statements.

Because of the importance of management's representations to the effective performance of our services, the Covered Entities' will release Smith Marion and its personnel from any claims, liabilities, costs and expenses relating to our services under this Engagement Letter attributable to any misrepresentations in the representation letter. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

With respect to the nonattest services we perform as described in Appendix I, management is responsible for the following: (1) making all management decisions and performing all management functions; (2) assigning a competent individual to oversee the services; (3) evaluating the adequacy of the services performed; (4) evaluating and accepting responsibility for the results of the services performed; and (5) establishing and maintaining internal controls, including monitoring ongoing activities.

Management and the Board also acknowledge and understand that they have responsibility for the preparation of the supplementary information in accordance with the applicable criteria. Management is also responsible for providing us written representations regarding the supplementary information. Management is also responsible for including our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information, and for including the audited financial statements with any presentation of the supplementary information that includes our report thereon or making the audited financial statements readily available to intended users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management acknowledges it is responsible for providing us with written responses in accordance with *Government Auditing Standards* to the findings included in the GAGAS or single audit report. If such information is not provided on a timely basis prior to release of the report(s), the report(s) will indicate management did not provide written responses.

REPORTS, SERVICES, AND ASSOCIATED FEES

Appendix I to this Engagement Letter lists the reports we will issue and the services we will provide as part of this engagement and our fees for professional services to be performed under this Engagement Letter.

In addition, fees for any special audit-related projects, such as research and/or consultation on special business or financial issues, will be billed separately from the audit fees for professional services set forth in Appendix I and may be subject to written arrangements supplemental to those in this Engagement Letter.

OTHER MATTERS

Smith Marion, as an accounting firm, has an obligation to comply with applicable professional standards. Certain professional standards, including AICPA Code of Professional Conduct Section 1.700, "Confidential Client Information Rule," adopted by the American Institute of Certified Public Accountants and similar rules adopted by the boards of accountancy of many states, prohibit the disclosure of client confidential information without client



consent, except in limited circumstances. Smith Marion represents to management that Smith Marion will treat the Covered Entities' confidential information in accordance with applicable professional standards.

In an effort to facilitate efficient communication between Smith Marion and management related to the audit and to track engagement progress during the course of the engagement, Smith Marion may provide management with access to certain online tools. If such access is provided to management, they shall be responsible for: (i) its users' access and use of such tools (including the information its users may upload to such tools and compliance with all laws and regulations applicable to use or access by the Covered Entities' users outside of the United States (e.g. export control and data privacy laws and regulations)), and (ii) protecting the security of the account credentials in its possession for each user including timely informing Smith Marion when the Covered Entities' individuals' access should be removed. Management acknowledges that it shall not provide third parties (agents or contractors) with access to such tools without Smith Marion's written consent, use such tools as a system of record, nor use such tools other than for purposes of the audit engagement.

This Engagement Letter shall serve as management's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between Smith Marion and management and between Smith Marion and outside specialists or other entities engaged by either Smith Marion or management. Management acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of Smith Marion. Smith Marion will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Smith Marion is comprised of both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this Engagement Letter. The audit documentation for this engagement is the property of Smith Marion. If Smith Marion receives a subpoena; other validly issued administrative, judicial, government or investigative regulatory demand or request; or other legal process requiring it to disclose the Covered Entities' confidential information ("Legal Demand"), Smith Marion shall, unless prohibited by law or such Legal Demand, provide prompt written notice to management of such Legal Demand in order to permit it to seek a protective order. So long as Smith Marion gives notice as provided herein, Smith Marion shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event Smith Marion is requested or authorized by management, or is required by law, rule, regulation or Legal Demand in a proceeding or investigation to which Smith Marion is not a named party or respondent, to produce Smith Marion's documents or personnel as witnesses or for interviews, or otherwise to make information relating to the service under the Engagement Letter available to a third party, or management, the Covered Entities shall reimburse Smith Marion for its professional time, at its then-current standard hourly rates, and expenses, including reasonable attorneys' fees and expenses, incurred in producing documents or personnel or providing information pursuant to such requests, authorizations or requirements.



TERMINATION

Either of us may terminate this Agreement immediately if the other becomes insolvent or otherwise ceases to carry on business or commits any material breach of this agreement that is either incapable of being remedied or is not remedied within 14 days of receipt of a notice requiring the breach to be remedied.

We may terminate this agreement if (a) you fail to meet your obligations under this agreement including to pay our fees within the time specified or to provide us with adequate information; or (b) there is a change of circumstances beyond our reasonable control (such as auditor independence or regulatory related developments) that prevents us from providing the services in Appendix I to you.

If this agreement is terminated (a) you agree to pay us the fees for any work we have done and any expenses we have incurred up to the date of termination; (b) where relevant, each of us will return to the other any documents or property of the other that it has, except that we may retain one copy of all information to allow us to satisfy our professional obligations and record keeping requirements; and (c) all services will terminate immediately and no final reports outlined in Appendix I will be issued to you.

Our engagement herein is for the provision of the audit services for the periods described in Appendix I, and it does not extend to any periods for which we are not engaged as auditors.

This Engagement Letter and any exhibits, attachments and appendices hereto, and amendments thereto agreed in writing by the parties, shall constitute the entire agreement between Smith Marion and the Covered Entities with respect to the subject matter hereof and thereof, and supersede all other previous oral and written representations, understandings or agreements relating to the subject matter of this agreement.

We shall be pleased to discuss this Engagement Letter with you at any time. Please sign and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Respectfully,

Douglas E. Englehart, CPA, MSA | Principal
Smith Marion & Co.,
1940 Orange Tree Lane Suite 100
Redlands, CA 92374

**RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Covered Entities by:

Signature: _____

Print Name: _____

Title: _____

Date: _____



APPENDIX I

REPORTS, SERVICES, AND ASSOCIATED FEES

Professional standards prohibit us from performing services for audit clients where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services.

Professional standards also indicate that independence may be impaired if fees for professional services are outstanding for an extended period of time; therefore, it is important that our fees be paid promptly when billed. If a situation arises in which it may appear that our independence would be questioned because of past due unpaid fees, we may be prohibited from issuing our audit report and associated consent.

Invoices will be payable upon presentation and will be submitted monthly during the course of the engagement. Any discrepancy regarding a billing must be communicated within 10 days from the date received; otherwise, it shall be considered correct and payable. Billings become delinquent if not paid within 60 days of the invoice date. Past due accounts or invoices will incur a late payment penalty, assessed at the rate of 1.5% (18% annually) of the delinquent account balance each month, not to exceed maximum as permitted by law. Payments received on account will first be credited against any delinquency charges and then against the invoice balance. If billings are past due in excess of 60 days, we will stop work until your account is brought current or withdraw from the engagement.

Our fees are based on the anticipated cooperation from your personnel and the assumption that the accounting records are in satisfactory condition for the audit. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. We anticipate that when the draft report is received that management will be diligent in their review of the document and submit revisions once the review is complete. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner or more than one revision is made to the documents submitted to you for review, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. Items that would cause additional time and an increase in fees would include, but not limited to, prior period audit adjustments not being posted and changes to the report after finalization. If we encounter unexpected circumstances, we will bring them to your attention immediately, to avoid any delays in completing the audit.

In an action or proceeding to enforce any provision of this agreement, to collect unpaid fees or secure a judgment for nonpayment of fees, the prevailing party will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding or in efforts to negotiate the matter. If this matter is referred to a collection agency, we shall be entitled to recover reasonable collection agency fees incurred in the matter.



APPENDIX I

Covered Entity(ies), their respective financial statements, and the period(s) covered by this Engagement Letter are as follows:

ENTITY NAME	FINANCIAL STATEMENTS	PERIOD(S)
Housing Authority of the City of Needles	Statement of Net Position; Statement of Revenues, Expenses, and Change in Net Position; Statement of Cash Flows; and Notes to Financial Statements.	As of and for the year ended June 30, 2023.

The engagement fees and services are as follows:

ENTITY NAME	SERVICE DESCRIPTION	SERVICE TYPE	FEE
Housing Authority of the City of Needles	Audit of financial statements	Attest	\$12,808
Housing Authority of the City of Needles	Preparation of financial statements in their entirety.	Nonattest	\$2,375
Housing Authority of the City of Needles	Preparation and IPA certification of Audited REAC submission.	Nonattest	\$1,706
Housing Authority of the City of Needles	Preparation/consulting on MDA preparation	Nonattest	\$519
Total fees			\$17,408

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Item 9.

AGREED-UPON PROCEDURES (AUP) ENGAGEMENT LETTER

Thursday, June 22, 2023

Housing Authority of the City of Needles
908 Sycamore Dr.
Needles, CA 92363

Ladies and Gentlemen:

This letter (AUP Engagement Letter) confirms our understanding of our engagement to provide professional services to Housing Authority of the City of Needles (the Authority).

OBJECTIVES AND LIMITATIONS OF SERVICES

You have requested that we perform certain agreed-upon procedures (Procedures) for the Authority as set forth in Appendix II.

We have the responsibility to conduct and will conduct the Procedures in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the Procedures is solely the responsibility of PIH-REAC. Consequently, we make no representation regarding the sufficiency of the Procedures. Because the Procedures do not constitute an examination or review, we will not express an opinion or conclusion on whether the electronic submission of the items listed in the "UFRS Rule Information" column agrees with the related hard copy documents within the audit reporting package. Furthermore, an agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations

Subject to the remainder of this paragraph, we will issue a written report (Report) upon completion of the Procedures listing the procedures performed and our findings. The Report is intended solely for the use of the Authority and the U.S. Department of Housing and Urban Development, REAC, and should not be used by anyone other than these specified parties. Further, we take no responsibility for the security of the information transmitted electronically to the U.S. Department of Housing and Urban Development, PIH-REAC. Circumstances may arise in which we deem it necessary to withdraw from the engagement. If, during the performance of the Procedures such circumstances arise, we will communicate to the Board our reasons for withdrawal.

We will not assume management responsibilities. However, we will provide advice and recommendations to assist management in performing its responsibilities.

This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.



MANAGEMENT'S RESPONSIBILITIES

You are responsible for designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are responsible for the electronic submission of the items listed in the "UFRS Rule Information" listed in the attached schedule as of and for the year ended June 30, 2023 and that it is in accordance with the hard copy documents also listed in the attached schedule; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedure on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedure, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedure.

You agree to retain a copy of the Uniform Guidance reporting package in its entirety.

REPORTS, SERVICES, AND ASSOCIATED FEES

Appendix II to this AUP Engagement Letter lists the reports and services we will provide as part of this engagement.

Our fee for these services is a flat fee defined in the audit engagement letter. That fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition, fees for any special related projects, such as research and/or consultation on special business or financial issues, will be billed separately from this fee and may be subject to written arrangements supplemental to those in this AUP Engagement Letter.

TERMINATION

Either of us may terminate this Agreement immediately if the other becomes insolvent or otherwise ceases to carry on business or commits any material breach of this agreement that is either incapable of being remedied or is not remedied within 14 days of receipt of a notice requiring the breach to be remedied.

We may terminate this agreement if (a) you fail to meet your obligations under this agreement including to pay our fees within the time specified or to provide us with adequate information; or (b) there is a change of circumstances beyond our reasonable control (such as auditor independence or regulatory related developments) that prevents us from providing the services in Appendix II to you.



If this agreement is terminated (a) you agree to pay us the fees for any work we have done and any expenses we have incurred up to the date of termination; (b) where relevant, each of us will return to the other any documents or property of the other that it has, except that we may retain one copy of all information to allow us to satisfy our professional obligations and record keeping requirements; and (c) all services will terminate immediately and no final reports outlined in Appendix II will be issued to you.

OTHER MATTERS

The attest documentation for this engagement is the property of Smith Marion & Co. and constitute confidential information. However, we may be requested to make certain attest documentation available to the Secretary of Housing and Urban Development, the HUD Inspector General, and the Government Accountability Office or their representatives, pursuant to authority given to them by law or regulation. We will notify you of any such request. If requested, access to such attest documentation will be provided under the supervision of Smith Marion & Co. personnel. Furthermore, upon request, we may provide copies of selected attest documentation to HUD or the Government Accountability Office representatives. HUD and the Government Accountability Office may decide to distribute the copies or information contained therein to others, including other governmental agencies.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the electronic submission and the financial statements and supplemental information included in the Uniform Guidance reporting package.

We appreciate the opportunity to be of service and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

We very much appreciate the opportunity to serve you.

Respectfully,

Douglas E. Englehart, CPA, MSA | Principal
Smith Marion & Co.
1940 Orange Tree Lane Suite 100
Redlands, CA 92373



RESPONSE:

The AUP Engagement Letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Housing Authority of the City of Needles by:

Signature: _____

Print Name: _____

Title: _____

Date: _____

**APPENDIX II****REPORTS AND SERVICES**

Period covered by AUP Engagement Letter are as of and for the year ended:

June 30, 2023

Expected reports to be issued are as follows:

Independent Auditors' Report on Applying Agreed-Upon Procedures

Services to be performed:

REAC Attest Services

Procedures: Attest as to whether the following UFRS Rule Information submitted in the HUD electronic REAC system agrees to its respective Hardcopy Documents

Procedure	UFRS Rule Information	Hardcopy Documents
1	Balance Sheet and Revenue and Expense (Data lines 111 to 13901)	Financial Data Schedule of all CFDA's, If Applicable
2	Footnotes (data element G5000-010)	Footnotes to the audited basic financial statements
3	Type of Opinion on FDS (data element G3100-040)	Auditors Report on Supplemental Data
4	Basic financial statements and auditor reports required to be submitted electronically	Basic financial statements (inclusive of auditor reports)



City of Needles, California
Request for City Council Action

Item 10.

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Establishing Housing Commission meeting day and time

Background: The Housing Commission has recommended establishing a regularly scheduled meeting on the fourth Wednesday of every month at 4:00 P.M.

Fiscal Impact: None

Environmental Impact: None

Recommended Action: Adopt Resolution No. 2023-45 establishing the Housing Commission regular meeting day as the fourth Wednesday of every month at 4:00 P.M. effective August 23, 2023.

Submitted By:

City Management Review:

Patricia Ford

Date:

8/13/2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

RESOLUTION NO. 2023-45

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NEEDLES,
CALIFORNIA, ESTABLISHING THE HOUSING COMMISSION REGULAR
MEETING DAY & TIME

WHEREAS, at their meeting held on July 19, 2023, the Housing Commissioners agreed by consensus to establish their meeting day on the fourth Wednesday of each month at 4:00 pm. to be held in the City Council Chambers at 1111 Bailey Ave.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves to establish the Housing Commissions regular meeting days on the fourth Wednesday of each month at 4:00 pm.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Needles, California, held on the 8th day of August, 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

APPROVED AS TO FORM:

ATTEST: _____
City Clerk

City Attorney



City of Needles, California
Request for City Council Action

Item 11.

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 08, 2023

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through August 08, 2023.

Submitted By: Barbara DiLeo, Sr. Accountant

City Management Review: Peter J. Perry Date: 8/2/2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 11

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 8, 2023**

FUND 101	GENERAL FUND	FUND AMT.	8-Aug	23-24 BUDGET
		\$ 3,132.00		
101.1015.412	CITY ATTORNEY	\$ -	\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 500.00	\$ 2,944.68	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -	\$ 13,879.29	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 285.00	\$ 9,496.64	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 94.50	\$ 1,659.26	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 94.50	\$ 5,063.74	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 2,000.00	\$ 4,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 1,150.45	\$ 1,441.77	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ 30,468.00	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 711.53	\$ 1,970.86	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 94.50	\$ 3,992.24	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 94.50	\$ 9,037.47	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 1,705.54	\$ 8,649.52	\$ 818,943.00
101.4730.472	SANITATION	\$ -	\$ 4,266.05	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 3,275.97	\$ 3,411.85	\$ 246,913.00
101.5772.452	PARKS	\$ 17,239.31	\$ 26,432.77	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ 1,215.31	\$ 115,646.00
101.5774.452	RECREATION	\$ 2,981.61	\$ 7,119.88	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 33,359.41	\$ 10,456,498.00	
FUND 102	GEN. FUND CAPITAL PROJECT	\$ 92.45	\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ 939.10	\$ 3,712.53	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT	\$ 2,246.86	\$ 2,246.86	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA	\$ 66.31	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ 33,889.96	\$ 58,370.73	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ 22,017.42	\$ 35,784.80	\$ 1,312,828.00
FUND 505	SANITATION	\$ 3,775.09	\$ 7,562.18	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 1,089.03	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 4,660.64	\$ 5,596.47	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 2,368.91	\$ 4,006.09	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ 7,029.55	
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 1,392.27	\$ 496,825.00
FUND 509	MIS		\$ 8,245.00	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 9,420.92	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 1,608.36	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ 6,847.35	\$ 22,199.62
FUND 520	SR DIAL A RIDE		\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 808,479.00
FUND 575	HOUSING		\$ 1,655.59	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 75,908.91	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ 293.78	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 208,788.33	\$ 562,590.93	\$ 55,837,990.62

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

Rick Daniels
Rick Daniels, City Manager
Date 8/2/23

Virginia Tasker
Virginia Tasker, City Treasurer
Date 8-2-23

Paula L. DeLo
Finance Department
Date 7/27/23


**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 8, 2023**

		FUND AMT.	8-Aug	22-23 BUDGET
FUND 101	GENERAL FUND	\$ 4,827.50		
101.1015.412	CITY ATTORNEY	\$ -	\$ 70,032.90	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ 212,044.22	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ 10,000.00	\$ 711,769.97	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -	\$ 269,918.72	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 12,672.50	\$ 260,472.28	\$ 373,159.00
101.1040.417	ENGINEERING	\$ 140.00	\$ 303,428.16	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 2,744.71	\$ 41,554.22	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ -	\$ 49,051.40	\$ 59,457.00
101.2010.421	SHERIFF	\$ -	\$ 3,532,173.17	\$ 3,594,791.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -	\$ 218,717.34	\$ 233,027.00
101.2025.424	BULDING & SAFETY	\$ -	\$ 340,352.53	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 2,087.00	\$ 713,750.72	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 250.76	\$ 695,785.31	\$ 849,743.00
101.4730.472	SANITATION	\$ 3,627.00	\$ 164,899.15	\$ 166,600.00
101.5770.452.	AQUATICS	\$ 495.50	\$ 161,074.11	\$ 194,192.00
101.5772.452	PARKS	\$ -	\$ 596,757.11	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ 102,090.51	\$ 107,923.00
101.5774.452	RECREATION	\$ -	\$ 421,874.20	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 36,844.97	\$ 9,616,903.00	
FUND 102	GEN. FUND CAPITAL PROJECT	\$ 84,827.71	\$ 2,082,094.66	\$ 4,992,512.00
FUND 205	CDBG	\$ -	\$ 7,896.00	\$ 42,692.00
FUND 206	CEMETERY	\$ -	\$ 167,819.81	\$ 202,270.00
FUND 208	CALTRANS GRANTS	\$ -	\$ 343,959.46	\$ 343,960.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ 153,828.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ 2,840.00	\$ 34,685.91	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 202,478.92	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 5,807.60	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS	\$ 34,861.91	\$ 973,013.99	\$ 3,899,640.00
FUND 239	CA. CONSERV RECYLING GRANT	\$ -	\$ 4,831.28	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ 72,181.07	\$ 287,664.00
FUND 470	RDA CAP PROJ. LOW & MOD.	\$ 6,770.61	\$ 161,387.57	\$ 300,000.00
FUND 501	NPUA	\$ -	\$ 2,401,984.26	\$ 2,401,984.26
FUND 502	WATER DEPARTMENT	\$ 3,303.81	\$ 1,771,705.99	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT	\$ 1,237.83	\$ 1,213,610.02	\$ 1,241,325.00
FUND 505	SANITATION	\$ -	\$ 1,515,737.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 955,885.72	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 1,336.00	\$ 607,618.55	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 4,868.24	\$ 388,707.92	\$ 370,454.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ 6,204.24	
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 380,888.57	\$ 455,807.00
FUND 509	MIS	\$ -	\$ 275,440.56	\$ 257,370.00
FUND 510	ADMIN. FACILITY	\$ 10,112.36	\$ 385,968.54	\$ 414,950.00
FUND 511	FLEET MANAGEMENT	\$ 366.36	\$ 236,662.94	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 22,199.62	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ 200,475.76	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 18,586.09	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 442,575.36	\$ 614,438.00
FUND 580	ELECTRIC	\$ 58,086.24	\$ 10,858,788.79	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 1,755,367.90	\$ 1,956,822.00
FUND 582	NPUA CAPITAL WATER	\$ 11,559.50	\$ 3,800,870.05	\$ 12,038,402.00
FUND 583	NPUA CAPITAL WASTEWATER	\$ 26,809.57	\$ 62,884.57	\$ 36,075.00
FUND 650	IMPACT FEES-NORTH NEEDLES	\$ 4,569.62	\$ 4,569.62	\$ 4,570.00
FUND 651	IMPACT FEES-SOUTH NEEDLES	\$ 2,911.00	\$ 2,911.00	\$ 2,911.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 291,305.73	\$ 40,379,169.81	\$ 58,543,412.88

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

 8-2-2023
Rick Daniels, City Manager Date

 7/27/23
Finance Department Date

 8-2-23
Virginia Tasker, City Treasurer Date

CITY GENERAL CHECKING				DISCOUNTS/RETAINAGE			
CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN	
18632	2345	00	A-B COMMUNICATIONS	08/08/2023	249.96		.00
18633	1008	00	ACUSHNET COMPANY	08/08/2023	1,538.00		.00
18634	3305	00	AGUA CALIENTE	08/08/2023	25,064.00		.00
18635	3784	00	AMERICAN GRAPHICS	08/08/2023	2,087.00		.00
18636	3635	00	ANIXTER INC	08/08/2023	5,325.13		.00
18637	3750	00	AUTO ZONE	08/08/2023	508.51		.00
18638	2629	00	BARON PEST SOLUTIONS	08/08/2023	133.00		.00
18639	178	00	BIG O TIRES & NAPA AUTO PARTS	08/08/2023	1,217.70		.00
18640	454	00	BINGHAM EQUIPMENT COMPANY	08/08/2023	790.83		.00
18641	3313	00	BLUE RIVER WATER CORP.	08/08/2023	42.50		.00
18642	3595	00	BOOT BARN	08/08/2023	303.43		.00
18643	7	00	BORDER STATES INDUSTRIES, INC.	08/08/2023	4,415.44		.00
18644	3392	00	BUG EMERGENCY INC.	08/08/2023	128.00		.00
18645	2618	00	BULLHEAD AUTO SUPPLY	08/08/2023	303.30		.00
18646	3856	00	CALIFORNIA CONSULTING, INC.	08/08/2023	6,600.00		.00
18647	709	00	CALLAWAY	08/08/2023	2,881.76		.00
18648	4023	00	CENTRALSQUARE TECHNOLOGIES, LLC	08/08/2023	3,315.00		.00
18649	3136	00	CITY OF NEEDLES	08/08/2023	68,483.58		.00
18650	1	00	COOK, KAUNER W	08/08/2023	43.47		.00
18651	2320	00	COUNTY OF SAN BERNARDINO	08/08/2023	3,775.09		.00
18652	455	00	CULLIGAN WATER COND.	08/08/2023	44.80		.00
18653	2934	00	DANA KEPNER COMPANY INC.	08/08/2023	3,628.88		.00
18654	440	00	DECO FOODSERVICE INCORP.	08/08/2023	566.24		.00
18655	3523	00	DEVELOPMENT MANAGEMENT GROUP INC.	08/08/2023	9,610.29		.00
18656	3580	00	DIAMOND PURE WATER	08/08/2023	122.00		.00
18657	3913	00	ENTERPRISE FM TRUST	08/08/2023	6,847.35		.00
18658	4092	00	FOREUP GOLF SOFTWARE	08/08/2023	795.00		.00
18659	1296	00	FRONTIER	08/08/2023	3,945.92		.00
18660	1	00	GARCIA, CHRIS	08/08/2023	22.84		.00
18661	4097	00	GENPRO ENERGY SOLUTIONS, LLC	08/08/2023	5,735.00		.00
18662	1080	00	GLOBAL INDUSTRIAL	08/08/2023	2,246.86		.00
18663	1	00	GOVERNORS CUT CULTIVATION	08/08/2023	1,002.00		.00
18664	3451	00	GREENS ELECTRIC, LLC	08/08/2023	442.74		.00
18665	3966	00	GT GOLF SUPPLIES	08/08/2023	52.11		.00
18666	2612	00	HARDWARE EXPRESS INCORP.	08/08/2023	VOID		.00
18667	2612	00	HARDWARE EXPRESS INCORP.	08/08/2023	1,431.07		.00
18668	3593	00	HINDERLITER DE LLAMAS & ASSOCIATES	08/08/2023	10,000.00		.00
18669	2489	01	THE HOME DEPOT PRO	08/08/2023	51.69		.00
18670	3949	00	JANET JERNIGAN	08/08/2023	130.00		.00
18671	4000	00	JARROD DELEON	08/08/2023	268.99		.00
18672	4117	00	JEFF OVIEDO & ASSOCIATES, INC	08/08/2023	860.00		.00
18673	4090	00	JOHN SIMMONS ROOFING	08/08/2023	7,480.00		.00
18674	2334	00	KERN TURF SUPPLY INC.	08/08/2023	1,370.10		.00
18675	3977	00	LANDIS+GYR TECHNOLOGY, INC	08/08/2023	950.00		.00
18676	3991	00	LARON LLC	08/08/2023	26,809.57		.00
18677	3837	00	MATRIX NEW WORLD ENGINEERING	08/08/2023	125.00		.00
18678	3998	00	MICHAEL BAKER INTERNATIONAL, INC	08/08/2023	13,063.75		.00
18679	3871	00	MOHAVE LOCK AND SAFE	08/08/2023	495.50		.00
18680	3337	00	MOJAVE DESERT & MOUNTAIN INTEGRATED	08/08/2023	3,627.00		.00
18681	1258	00	MOJAVE DESERT AQMD	08/08/2023	293.78		.00
18682	1	00	NANCY LINSMEIER	08/08/2023	1,443.52		.00

CITY OF NEEDLES				BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING			
CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN	
18683	194	00	NEEDLES CHAMBER OF COMMERCE	08/08/2023	2,000.00	.00	
18684	218	00	NEWS WEST PUBLISHING CO.	08/08/2023	212.59	.00	
18685	1786	00	NPUA	08/08/2023	VOID		
18686	1786	00	NPUA	08/08/2023	VOID		
18687	1786	00	NPUA	08/08/2023	57,952.75	.00	
18688	3324	00	OFFICE EXPRESS	08/08/2023	617.21	.00	
18689	740	00	OUR TOWN MAGAZINE	08/08/2023	372.30	.00	
18690	240	00	PITNEY BOWES GLOBAL FINANCIAL SVS	08/08/2023	2,632.36	.00	
18691	1578	00	PURCHASE POWER	08/08/2023	117.25	.00	
18692	15	00	QUILL LLC	08/08/2023	727.95	.00	
18693	818	00	R & R PRODUCTS INC.	08/08/2023	1,419.69	.00	
18694	2861	00	REINKE A/C CORP.	08/08/2023	8,078.49	.00	
18695	4049	00	ROGER MILLER	08/08/2023	922.94	.00	
18696	3796	00	ROUTE 66 BROADBAND LLC	08/08/2023	821.21	.00	
18697	4058	00	S-NET COMMUNICATIONS INC.	08/08/2023	1,602.38	.00	
18698	4001	00	SIMPLOT TURF & HORTICULTURE	08/08/2023	648.67	.00	
18699	1826	00	SIMPSON NORTON CORP.	08/08/2023	350.21	.00	
18700	3875	00	STANTEC CONSULTING SERVICES INC.	08/08/2023	497.92	.00	
18701	2435	00	T & R ELECTRIC SUPPLY COMPANY INCOR	08/08/2023	3,620.83	.00	
18702	779	00	THATCHER COMPANY OF NEVADA, INC	08/08/2023	3,127.44	.00	
18703	231	00	THE MERLIN GROUP	08/08/2023	1,333.60	.00	
18704	4008	00	THE PRINTER GUYS LLC	08/08/2023	983.96	.00	
18705	1	00	THE STEEL BUILDERS LLC	08/08/2023	2,000.00	.00	
18706	3950	00	TKE ENGINEERING INC	08/08/2023	144,549.60	.00	
18707	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	08/08/2023	150.00	.00	
18708	772	00	TRI-STATE ACE HARDWARE	08/08/2023	92.45	.00	
18709	2819	00	TRI-STATE HOSE & FITTINGS	08/08/2023	192.89	.00	
18710	2798	00	U.S. DEPARTMENT OF ENERGY	08/08/2023	16,069.03	.00	
18711	3272	00	ULINE	08/08/2023	1,377.74	.00	
18712	3830	00	UNIFIRST CORPORATION	08/08/2023	1,040.97	.00	
18713	761	00	USABUEBOOK	08/08/2023	501.93	.00	
18714	1917	00	VIRGINIA TASKER	08/08/2023	500.00	.00	
18715	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	08/08/2023	1,384.00	.00	
18716	1057	00	WESTERN TECHNOLOGIES INC	08/08/2023	3,203.00	.00	
18717	3980	00	WZI INC	08/08/2023	2,400.00	.00	
18718	3828	00	3D-NETWORKS LLC	08/08/2023	7,925.00	.00	

NUMBER OF CHECKS

87

GRAND TOTAL

500,094.06

PREPARED 07/25/2023, 15:41:20
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2024/02
REPORT NUMBER 10

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18632	2345	A-B COMMUNICATIONS	000462		08/08/2023	510-4410-405.30-25	249.96 249.96 *	249.96
18633	1008	ACUSHNET COMPANY	006937		08/08/2023	507-5762-454.44-10	1,538.00 1,538.00 *	1,538.00
18634	3305	AGUA CALIENTE	006946		08/08/2023	580-4750-473.63-10	25,064.00 25,064.00 *	25,064.00
18635	3784	AMERICAN GRAPHICS	006959		08/08/2023	101-2030-423.60-26	2,087.00 2,087.00 *	2,087.00
18636	3635	ANIXTER	000257 000463 000464		08/08/2023 08/08/2023 08/08/2023	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55	2,012.64 425.61 2,886.88 5,325.13 *	5,325.13
18637	3750	AUTO ZONE	000256 006965 006966 000352 000353		08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023	511-3020-432.43-57 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-27 580-4750-473.60-55	71.10 159.44 206.92 4.95 66.10 508.51 *	508.51
18638	2629	BARON PEST SOLUTIONS	000260 000262		08/08/2023 08/08/2023	511-3020-432.43-29 510-4410-405.43-01	38.00 95.00 133.00 *	133.00
18639	178	BIG O TIRES & NAPA AUTO P	000258 000259 000261 000354 000355 000356 000357 000358 000359 000360 000361 000362 000431 000521		08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023	511-3021-432.43-26 511-3020-432.61-14 511-3021-432.43-36 511-3020-432.61-28 511-3021-432.43-26 511-3020-432.61-28 101-5772-452.43-04 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-38 511-3021-432.43-38 511-3020-432.61-28 580-4750-473.43-03 580-4750-473.60-55	60.20 174.17 100.00 21.49 71.84 4.62 5.11 365.61 82.13 219.48 85.66 87.67 65.34 28.28 1,217.70 *	1,217.70
18640	454	BINGHAM EQUIPMENT COMPANY	000494		08/08/2023	507-5761-453.43-04	790.83 790.83 *	790.83
18641	3313	BLUE RIVER WATER CORP.	000263		08/08/2023	507-5761-453.43-17	42.50 42.50 *	42.50

PREPARED 07/25/2023, 15:41:20

PROGRAM: GM3461L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2024/02
REPORT NUMBER 10

PAGE 2

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18642	3595	BOOT BARN	000363 000364		08/08/2023 08/08/2023	101-3010-431.60-28 101-5772-452.60-28	130.04 173.39 303.43 *	303.43
18643	7	BORDER STATES INDUSTRIES,	000465		08/08/2023	580-4750-473.60-55	4,415.44 4,415.44 *	4,415.44
18644	3392	BUG EMERGENCY INC.	000430 000593		08/08/2023 08/08/2023	503-4720-475.43-02 575-5555-485.43-02	48.00 80.00 128.00 *	128.00
18645	2618	BULLHEAD AUTO SUPPLY	000466		08/08/2023	511-3020-432.61-28	303.30 303.30 *	303.30
18646	3856	CALIFORNIA CONSULTING, IN	006956		08/08/2023	101-1035-416.31-90	6,600.00 6,600.00 *	6,600.00
18647	709	CALLAWAY	000470 007013 007014		08/08/2023 08/08/2023 08/08/2023	507-5762-454.44-10 507-5762-454.44-10 507-5762-454.44-10	187.52 2,460.00 234.24 2,881.76 *	2,881.76
18648	4023	CENTRAL SQUARE TECHNOLOGIE	006952		08/08/2023	580-4750-473.31-90	3,315.00 3,315.00 *	3,315.00
18649	3136	CITY OF NEEDLES	000498 000498 000498		08/08/2023 08/08/2023 08/08/2023	580-4750-473.80-43 503-4720-475.80-43 502-4710-471.80-43	48,704.50 7,648.75 12,130.33 68,483.58 *	68,483.58
18650	1	COOK, KAUNER W	UT		08/08/2023	501-0000-211.00-00	43.47 43.47 *	43.47
18651	2320	COUNTY OF SAN BERNARDINO	000467		08/08/2023	505-4730-472.74-40	3,775.09 3,775.09 *	3,775.09
18652	455	CULLIGAN WATER COND.	000264		08/08/2023	511-3020-432.43-29	44.80 44.80 *	44.80
18653	2934	DANA KEPNER COMPANY INC.	000269 000523		08/08/2023 08/08/2023	503-4720-475.43-14 502-4710-471.60-55	54.38 3,574.50 3,628.88 *	3,628.88
18654	440	DECO FOODSERVICE INCORP.	000268 000422 000508 000509		08/08/2023 08/08/2023 08/08/2023 08/08/2023	101-5772-452.61-06 507-5762-454.61-06 580-4750-473.61-21 502-4710-471.61-21	26.59 119.65 210.00 210.00 566.24 *	566.24
18655	3523	DEVELOPMENT MANAGEMENT GR	PT0411	023042	08/08/2023	101-1060-410.53-05	874.97	

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18655	3523	DEVELOPMENT MANAGEMENT GR	PI0412	023042	08/08/2023	502-4710-471.53-05	500.08	
			PI0413	023042	08/08/2023	580-4750-473.53-05	1,124.95	
			PI0414	023042	08/08/2023	101-1060-410.53-05	1,869.74	
			PI0415	023042	08/08/2023	502-4710-471.53-05	1,360.21	
			PI0416	023042	08/08/2023	580-4750-473.53-05	3,880.34	
							9,610.29	9,610.29
18656	3580	DIAMOND PURE WATER	000265		08/08/2023	101-5774-452.61-01	11.00	
			000266		08/08/2023	101-5770-452.61-01	58.00	
			000267		08/08/2023	510-4410-405.61-01	42.00	
			000365		08/08/2023	511-3020-432.43-29	11.00	
							122.00	122.00
18657	3913	ENTERPRISE FM TRUST	000366		08/08/2023	512-0000-207.02-00	6,847.35	
							6,847.35	6,847.35
18658	4092	FOREUP GOLF SOFTWARE	006938		08/08/2023	507-5762-454.61-09	159.00	
			006939		08/08/2023	507-5762-454.61-09	159.00	
			006940		08/08/2023	507-5762-454.61-09	159.00	
			006941		08/08/2023	507-5762-454.61-09	159.00	
			000270		08/08/2023	507-5762-454.61-09	159.00	
							795.00	795.00
18659	1296	FRONTIER	000471		08/08/2023	101-5774-452.52-10	109.90	
			000472		08/08/2023	101-5774-452.52-10	107.81	
			000473		08/08/2023	502-4710-471.52-10	352.92	
			000474		08/08/2023	503-4720-475.52-10	333.53	
			000475		08/08/2023	503-4720-475.52-10	356.96	
			000476		08/08/2023	507-5761-453.52-10	76.91	
			000477		08/08/2023	580-4750-473.52-10	147.94	
			000478		08/08/2023	510-4410-405.43-31	957.98	
			000479		08/08/2023	510-4410-405.52-10	92.46	
			000480		08/08/2023	510-4410-405.52-10	229.94	
			000481		08/08/2023	510-4410-405.52-10	526.41	
			000482		08/08/2023	580-4750-473.52-10	393.98	
			000495		08/08/2023	510-4410-405.52-10	259.18	
							3,945.92	3,945.92
18660	1	GARCIA, CHRIS	UT		08/08/2023	501-0000-211.00-00	22.84	
							22.84	22.84
18661	4097	GENPRO ENERGY SOLUTIONS,	PI0436	023133	08/08/2023	580-4750-473.43-13	5,735.00	
							5,735.00	5,735.00
18662	1080	GLOBAL INDUSTRIAL	000432		08/08/2023	239-4730-472.60-00	2,246.86	
							2,246.86	2,246.86
18663	1	GOVERNORS CUT CULTIVATION	000484		08/08/2023	101-0000-312.07-02	1,002.00	
							1,002.00	1,002.00

PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18664	3451	GREENS ELECTRIC, LLC	000368		08/08/2023	580-4750-473.60-55	442.74 442.74 *	442.74
18665	3966	GT GOLF SUPPLIES	000367		08/08/2023	507-5762-454.44-10	52.11 52.11 *	52.11
18666	2612	HARDWARE EXPRESS INCORP.			08/08/2023	580-4750-473.60-55	49.07	VOIDED
18667	2612	HARDWARE EXPRESS INCORP.	000271		08/08/2023	101-2020-423.43-04	28.39	
			000272		08/08/2023	580-4750-473.60-55	184.25	
			000273		08/08/2023	580-4750-473.60-55	57.05	
			000274		08/08/2023	580-4750-473.60-55	63.80	
			000275		08/08/2023	503-4720-475.43-14	6.02	
			000276		08/08/2023	511-3021-432.43-22	2.25	
			000277		08/08/2023	503-4720-475.43-02	6.14	
			000278		08/08/2023	101-3010-431.43-57	36.83	
			000279		08/08/2023	101-1070-410.43-01	1.03-	
			000293		08/08/2023	101-2020-423.43-04	25.76	
			005964		08/08/2023	101-3010-431.43-02	50.66	
			000369		08/08/2023	101-3010-431.60-12	3.13-	
			000370		08/08/2023	101-5772-452.61-12	21.47	
			000371		08/08/2023	101-5772-452.61-12	15.76	
			000372		08/08/2023	503-4720-475.43-14	5.52	
			000373		08/08/2023	101-5772-452.61-06	10.23	
			000402		08/08/2023	503-4720-475.43-14	121.37	
			000433		08/08/2023	503-4720-475.43-04	12.99	
			000484		08/08/2023	101-5772-452.61-12	.81	
			000484		08/08/2023	101-5772-452.61-12	.81	
			000484		08/08/2023	101-5772-452.61-12	9.99	
			000484		08/08/2023	101-5772-452.61-12	22.77	
			000484		08/08/2023	101-5772-452.61-12	17.40	
			000484		08/08/2023	101-5772-452.61-12	21.63	
			000484		08/08/2023	101-5772-452.61-12	15.18	
			000484		08/08/2023	101-5772-452.61-12	35.53	
			000484		08/08/2023	101-5772-452.61-33	8.91	
			000484		08/08/2023	101-5772-452.61-06	76.94	
			000484		08/08/2023	101-3010-431.60-12	18.41	
			000484		08/08/2023	101-3010-431.43-57	9.21	
			000484		08/08/2023	101-5772-452.60-40	49.89	
			000484		08/08/2023	503-4720-475.43-14	245.55	
			000484		08/08/2023	502-4710-471.60-55	132.52	
			000484		08/08/2023	502-4710-471.60-55	9.21	
			000484		08/08/2023	502-4710-471.60-55	27.57	
			000518		08/08/2023	101-2020-423.43-29	20.05	
			000519		08/08/2023	502-4710-471.60-55	15.29	
			000522		08/08/2023	580-4750-473.60-55	1,431.07	1,431.07
18668	3593	HINDERLITER DE LLAMAS & A	PI0420	023121	08/08/2023	101-1025-415.31-47	10,000.00 10,000.00 *	10,000.00

CITY OF NEEDLES									
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING									
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL	
18669	2489	HOME DEPOT CREDIT SERVICE	000595		08/08/2023	575-5555-485.43-02	51.69 *	51.69	
18670	3949	JANET JERNIGAN	000492 000493		08/08/2023 08/08/2023	101-0000-362.01-00 101-0000-362.01-00	50.00 80.00 130.00 *		130.00
18671	4000	JARROD DELEON	000421 000497		08/08/2023 08/08/2023	507-5761-453.43-04 507-5761-453.43-17	57.27 211.72 268.99 *		268.99
18672	4117	JEFF OVIEDO & ASSOCIATES,	000460		08/08/2023	575-5555-485.31-90	860.00 860.00 *		860.00
18673	4090	JOHN SIMMONS ROOFING	PI0429	023111	08/08/2023	510-4410-405.72-11	7,480.00 7,480.00 *		7,480.00
18674	2334	KERN TURF SUPPLY INC.	000403 000404		08/08/2023 08/08/2023	101-5772-452.61-12 206-5771-452.61-12	431.00 939.10 1,370.10 *		1,370.10
18675	3977	LANDIS+GYR TECHNOLOGY, IN	000459		08/08/2023	580-4750-473.56-00	950.00 950.00 *		950.00
18676	3991	LARON LLC	PI0445	023134	08/08/2023	583-4720-475.72-17	26,809.57 26,809.57 *		26,809.57
18677	3837	MATRIX NEW WORLD ENGINEER	PI0444	023118	08/08/2023	582-4710-471.71-07	125.00 125.00 *		125.00
18678	3998	MICHAEL BAKER INTERNATIONAL	PI0442 PI0443 006957 006963	023045 023058	08/08/2023 08/08/2023 08/08/2023 08/08/2023	101-1035-416.31-90 213-1035-416.31-90 101-0000-204.03-01 101-0000-204.35-01	6,072.50 2,840.00 3,748.75 402.50 13,063.75 *		13,063.75
18679	3871	MOHAVE LOCK AND SAFE, LLC	006948		08/08/2023	101-5770-452.43-02	495.50 495.50 *		495.50
18680	3337	MOJAVE DESERT & MOUNTAIN	006945		08/08/2023	101-4730-472.56-02	3,627.00 3,627.00 *		3,627.00
18681	1258	MOJAVE DESERT AQMD	000280		08/08/2023	582-4710-471.71-05	293.78 293.78 *		293.78
18682	1	NANCY LINSMEIER	007015		08/08/2023	502-4710-471.54-21	1,443.52 1,443.52 *		1,443.52
18683	194	NEEDLES CHAMBER OF COMMER	000498		08/08/2023	101-1060-410.54-06	2,000.00 2,000.00 *		2,000.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18684	218	NEWS WEST PUBLISHING CO.	000281 000592		08/08/2023 08/08/2023	507-5761-453.53-00 575-5555-485.53-00	139.90 72.69 212.59 *	
18685	1786	NPUA	000282		08/08/2023	101-5774-452.41-10	242.94	VOIDED
18686	1786	NPUA	000283		08/08/2023	101-5774-452.41-20	159.92	VOIDED
18687	1786	NPUA	000284		08/08/2023	101-5770-452.41-10	2,384.22	
			000285		08/08/2023	101-5770-452.41-20	751.87	
			000286		08/08/2023	101-5770-452.41-30	81.88	
			000287		08/08/2023	101-5774-452.41-10	1,634.87	
			000288		08/08/2023	101-5774-452.41-20	551.41	
			000289		08/08/2023	101-5774-452.41-30	163.76	
			000290		08/08/2023	101-1070-410.41-10	787.25	
			000291		08/08/2023	101-1070-410.41-20	244.49	
			000292		08/08/2023	101-1070-410.41-30	81.88	
			000294		08/08/2023	101-2020-423.41-10	358.12	
			000295		08/08/2023	101-2020-423.41-20	134.72	
			000296		08/08/2023	101-2020-423.41-30	163.76	
			000297		08/08/2023	580-4750-473.41-11	2,812.27	
			000298		08/08/2023	580-4750-473.41-11	50.15	
			000299		08/08/2023	580-4750-473.41-11	45.09	
			000300		08/08/2023	580-4750-473.41-11	33.38	
			000374		08/08/2023	101-5772-452.41-20	45.88	
			000375		08/08/2023	101-5772-452.41-20	1,389.04	
			000376		08/08/2023	101-5772-452.41-10	15.91	
			000377		08/08/2023	101-5772-452.41-20	231.80	
			000378		08/08/2023	101-5772-452.41-10	35.44	
			000379		08/08/2023	101-5772-452.41-20	2,848.25	
			000380		08/08/2023	101-5772-452.41-30	81.88	
			000381		08/08/2023	101-5772-452.41-10	61.55	
			000382		08/08/2023	101-5772-452.41-10	51.67	
			000383		08/08/2023	101-5772-452.41-20	74.28	
			000384		08/08/2023	101-5772-452.41-10	69.70	
			000385		08/08/2023	502-4710-471.41-10	2,562.62	
			000386		08/08/2023	580-4750-473.41-11	34.01	
			000387		08/08/2023	580-4750-473.41-11	33.38	
			000388		08/08/2023	510-4410-405.41-10	1,594.57	
			000389		08/08/2023	510-4410-405.41-20	234.13	
			000390		08/08/2023	510-4410-405.41-30	2,374.52	
			000407		08/08/2023	101-5772-452.41-20	1,248.90	
			000408		08/08/2023	101-5772-452.41-10	34.01	
			000409		08/08/2023	101-5772-452.41-10	313.23	
			000410		08/08/2023	101-5772-452.41-20	45.88	
			000411		08/08/2023	101-5772-452.41-20	45.88	
			000412		08/08/2023	101-5772-452.41-20	50.18	
			000413		08/08/2023	101-5772-452.41-20	214.42	
			000414		08/08/2023	101-5772-452.41-30	81.88	
			000415		08/08/2023	101-5772-452.41-10	125.08	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18687	1786	NPUA	000416		08/08/2023	101-5772-452.41-10	215.28	
			000452		08/08/2023	503-4720-475.41-10	34.01	
			000453		08/08/2023	503-4720-475.41-20	211.60	
			000454		08/08/2023	503-4720-475.41-10	418.57	
			000455		08/08/2023	503-4720-475.41-20	46.99	
			000456		08/08/2023	503-4720-475.41-10	11,398.97	
			000457		08/08/2023	503-4720-475.41-20	243.09	
			000488		08/08/2023	507-5762-454.41-10	120.91	
			000498		08/08/2023	502-4710-471.41-10	49.27	
			000498		08/08/2023	502-4710-471.41-10	47.23	
			000498		08/08/2023	580-4750-473.41-20	34.01	
			000498		08/08/2023	580-4750-473.41-11	35.98	
			000498		08/08/2023	580-4750-473.41-11	33.38	
			000498		08/08/2023	580-4750-473.41-11	59.13	
			000498		08/08/2023	502-4710-471.41-10	5,202.32	
			000498		08/08/2023	502-4710-471.41-10	5,567.86	
			000498		08/08/2023	502-4710-471.41-10	63.93	
			000498		08/08/2023	502-4710-471.41-10	34.01	
			000498		08/08/2023	101-5772-452.41-10	43.57	
			000498		08/08/2023	101-5772-452.41-10	34.29	
			000498		08/08/2023	101-5772-452.41-20	211.60	
			000498		08/08/2023	101-5772-452.41-10	41.26	
			000498		08/08/2023	101-5772-452.41-20	286.48	
			000498		08/08/2023	101-5772-452.41-10	37.82	
			000498		08/08/2023	101-5772-452.41-10	257.44	
			000498		08/08/2023	101-5772-452.41-20	1,237.76	
			000498		08/08/2023	101-5772-452.41-20	1,050.24	
			000498		08/08/2023	101-5772-452.41-20	3,851.79	
			000498		08/08/2023	101-5772-452.41-10	313.16	
			000498		08/08/2023	101-5772-452.41-10	895.77	
			000499		08/08/2023	101-3010-431.41-10	464.71	
			000499		08/08/2023	101-3010-431.41-20	66.39	
			000510		08/08/2023	101-3010-431.41-30	409.40	
			000511		08/08/2023	503-4720-475.41-10	42.86	
			000512		08/08/2023	503-4720-475.41-20	46.11	
			000513		08/08/2023	503-4720-475.41-10	44.00	
			000514		08/08/2023	503-4720-475.41-20	46.01	
			000515		08/08/2023	580-4750-473.41-11	37.11	
			000516		08/08/2023	580-4750-473.41-11	51.87	
			000517		08/08/2023	580-4750-473.41-11	49.18	
							57,952.75	57,952.75
18688	3324	OFFICE EXPRESS	000301		08/08/2023	508-4810-478.61-01	67.55	
			000302		08/08/2023	510-4410-405.61-01	549.66	
							617.21	617.21
18689	740	OUR TOWN MAGAZINE	000491		08/08/2023	507-5762-454.53-00	372.30	
							372.30	372.30

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED 07/25/2023, 15:41:20

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18690	240	PITNEY BOWES GLOBAL FINAN	006935		08/08/2023	510-4410-405.70-03	2,632.36 2,632.36 *	2,632.36
18691	1578	PURCHASE POWER	000393		08/08/2023	510-4410-405.52-20	117.25 117.25 *	117.25
18692	15	QUILL LLC	000596 000597		08/08/2023 08/08/2023	510-4410-405.61-01 508-4810-478.61-01	215.48 512.47 727.95 *	727.95
18693	818	R & R PRODUCTS INC.	000309 000310 000311 000420 000505		08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023	507-5761-453.43-17 507-5761-453.43-04 507-5761-453.43-17 507-5761-453.43-17 507-5761-453.72-07	206.53 812.52 173.14 113.75 113.75 1,419.69 *	1,419.69
18694	2861	REINKE A/C CORP.	000312 000394 000434 000435		08/08/2023 08/08/2023 08/08/2023 08/08/2023	510-4410-405.43-01 580-4750-473.54-62 575-5555-485.43-02 575-5555-485.43-02	280.00 7,573.49 140.00 85.00 8,078.49 *	8,078.49
18695	4049	ROGER MILLER	000308 000486 000487		08/08/2023 08/08/2023 08/08/2023	507-5761-453.43-04 507-5761-453.43-04 507-5761-453.31-40	221.60 76.34 625.00 922.94 *	922.94
18696	3796	ROUTE 66 BROADBAND LLC	000506 000520 000594		08/08/2023 08/08/2023 08/08/2023	509-4910-479.52-12 101-1030-414.52-10 575-5555-485.52-10	320.00 285.00 216.21 821.21 *	821.21
18697	4058	S-NET COMMUNICATIONS INC.	000498		08/08/2023	510-4410-405.52-10	1,602.38 1,602.38 *	1,602.38
18698	4001	SIMPLOT TURF & HORTICULTU	000498		08/08/2023	507-5761-453.60-10	648.67 648.67 *	648.67
18699	1826	SIMPSON NORTON CORP.	000419 000490		08/08/2023 08/08/2023	507-5761-453.43-04 507-5761-453.43-04	43.00 307.21 350.21 *	350.21
18700	3875	STANTEC CONSULTING SERVIC	PI0419	023069	08/08/2023	580-4750-473.31-10	497.92 497.92 *	497.92
18701	2435	T & R ELECTRIC SUPPLY COM	000314		08/08/2023	580-4750-473.60-55	3,620.83 3,620.83 *	3,620.83
18702	779	THATCHER COMPANY OF NEVAD	000313		08/08/2023	502-4710-471.60-32	3,127.44	3,127.44

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED 07/25/2023, 15:41:20

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

[illegible]

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18707	3693	TRI STATE COMMUNITY HEALT					150.00 *	150.00
18708	772	TRI-STATE ACE HARDWARE	000504		08/08/2023	102-5772-452.72-18	92.45 92.45 *	92.45
18709	2819	TRI-STATE HOSE & FITTINGS	000396		08/08/2023	502-4710-471.43-57	192.89 192.89 *	192.89
18710	2798	U.S. DEPARTMENT OF ENERGY	007001		08/08/2023	580-4750-473.63-10	16,069.03 16,069.03 *	16,069.03
18711	3272	ULINE	000423 000424 000425 000426 000427 000428 000429		08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023	580-4750-473.61-21 503-4720-475.61-21 502-4710-471.61-21 101-3010-431.61-21 508-4810-478.61-21 508-4810-478.61-01 101-5772-452.61-06	74.88 74.88 74.88 74.88 74.87 446.79 556.56 1,377.74 *	1,377.74
18712	3830	UNIFIRST CORPORATION	000315 000316 000317 000318 000319 000320 000321 000322 000323 000324 000325 000399 000405 000406 000436 000437 000438 000458 007002 000489		08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023 08/08/2023	101-5772-452.61-04 502-4710-471.61-04 580-4750-473.61-04 507-5762-454.61-06 503-4720-475.61-04 508-4810-478.61-04 101-5772-452.61-04 507-5762-454.43-08 508-4810-478.61-04 101-3010-431.61-04 101-5772-452.61-04 502-4710-471.61-04 101-5772-452.61-04 101-3010-431.61-04 508-4810-478.61-04 502-4710-471.61-04 580-4750-473.61-04 503-4720-475.61-04 503-4720-475.61-04 507-5762-454.43-08	33.66 29.64 137.83 7.94 16.83 7.53 33.66 7.94 7.53 127.87 127.87 124.54 33.66 127.87 7.53 29.64 137.83 16.83 16.83 7.94 1,040.97 *	1,040.97
18713	761	USABUEBOOK	000400 000439		08/08/2023 08/08/2023	502-4710-471.61-21 503-4720-475.61-21	191.16 310.77 501.93 *	501.93
18714	1917	VIRGINIA TASKER	000503		08/08/2023	101-1025-415.31-90	500.00 500.00 *	500.00
18715	3528	WESTERN ENVIRONMENTAL TES	006942		08/08/2023	503-4720-475.59-75	282.00	


ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18715	3528	WESTERN ENVIRONMENTAL TES	006943 006944 000401		08/08/2023 08/08/2023 08/08/2023	503-4720-475.59-75 503-4720-475.59-75 502-4710-471.59-75	282.00 657.00 163.00 1,384.00 *	1,384.00
18716	1057	WESTERN TECHNOLOGIES INC	PI0417 PI0418 006949	023090 023087	08/08/2023 08/08/2023 08/08/2023	582-4710-471.71-05 582-4710-471.71-05 582-4710-471.71-05	660.00 275.00 2,268.00 3,203.00 *	3,203.00
18717	3980	WZI INC	006947		08/08/2023	580-4750-473.63-08	2,400.00 2,400.00 *	2,400.00
18718	3828	3D-NETWORKS LLC	000397 000398 000485 000507		08/08/2023 08/08/2023 08/08/2023 08/08/2023	509-4910-479.31-90 509-4910-479.31-53 509-4910-479.31-53 509-4910-479.31-90	3,800.00 575.00 450.00 3,100.00 7,925.00 *	7,925.00
BANK/CHECK TOTAL							500,094.06	500,094.06
ALL BANKS/CHECKS TOTAL							500,094.06	500,094.06

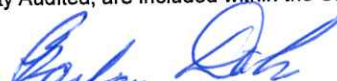
**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 31, 2023**

		FUND AMT.	31-Jul		23-24 BUDGET
FUND 101	GENERAL FUND				
		\$ -			\$ 80,000.00
101.1015.412	CITY ATTORNEY	\$ -	\$ -	\$ 2,944.68	\$ 230,592.00
101.1020.413	CITY MANAGER	\$ -	\$ 13,879.29	\$ 987,957.00	\$ 987,957.00
101.1025.415	FINANCE DEPT.	\$ -	\$ 9,496.64	\$ 329,339.00	\$ 329,339.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -	\$ 1,659.26	\$ 402,016.00	\$ 402,016.00
101.1035.416	PLANNING /ZONING	\$ -	\$ 5,063.74	\$ 439,483.00	\$ 439,483.00
101.1040.417	ENGINEERING	\$ -	\$ 4,000.00	\$ 103,945.00	\$ 103,945.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 1,441.77	\$ 62,202.00	\$ 62,202.00
101.1070.410	SENIOR CENTER	\$ -	\$ 30,468.00	\$ 3,759,034.00	\$ 3,759,034.00
101.2010.421	SHERIFF	\$ -	\$ 1,970.86	\$ 261,130.00	\$ 261,130.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -	\$ 3,992.24	\$ 488,742.00	\$ 488,742.00
101.2025.424	BULDING & SAFETY	\$ -	\$ 9,037.47	\$ 806,188.00	\$ 806,188.00
101.2030.423	CODE ENFORCEMENT	\$ -	\$ 8,649.52	\$ 818,943.00	\$ 818,943.00
101.3010.431	PUBLIC WORKS	\$ -	\$ 4,266.05	\$ 177,467.00	\$ 177,467.00
101.4730.472	SANITATION	\$ -	\$ 3,411.85	\$ 246,913.00	\$ 246,913.00
101.5770.452	AQUATICS	\$ -	\$ 26,432.77	\$ 760,504.00	\$ 760,504.00
101.5772.452	PARKS	\$ -	\$ 1,215.31	\$ 115,646.00	\$ 115,646.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ 7,119.88	\$ 386,397.00	\$ 386,397.00
101.5774.452	RECREATION	\$ -			
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ -			\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 92.45	\$ 4,541,710.00	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00	\$ 74,559.00
FUND 206	CEMETERY	\$ -	\$ 3,712.53	\$ 258,022.00	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$ 48,522.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ -	\$ 272,973.00	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ -	\$ 175,308.00	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ -	\$ 2,819,424.00	\$ 2,819,424.00
FUND 239	CA. CONSERV RECYLING GRANT	\$ -	\$ 2,246.86	\$ 25,436.00	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ -	\$ 100,954.00	\$ 100,954.00
FUND 501	NPUA	\$ -	\$ -	\$ 2,639,851.00	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ -	\$ 58,370.73	\$ 2,161,380.00	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ -	\$ 35,784.80	\$ 1,312,828.00	\$ 1,312,828.00
FUND 505	SANITATION	\$ -	\$ 7,562.18	\$ 1,563,015.00	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 1,089.03	\$ 1,041,800.00	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -		
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ 5,596.47	\$ 696,256.00	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ 4,006.09	\$ 413,638.00	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 6,730.51	\$ 496,825.00	\$ 496,825.00
FUND 509	MIS	\$ -	\$ 1,802.17	\$ 273,100.00	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ 46,627.90	\$ 55,929.60	\$ 244,375.00	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ -	\$ 3,968.59	\$ 278,476.00	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ -	\$ 22,199.62	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ -	\$ 453,450.00	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ -	\$ 22,320.00	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 15,564.00	\$ 808,479.00	\$ 808,479.00
FUND 575	HOUSING	\$ -	\$ 16,736.61	\$ 1,434,443.00	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ -	\$ 254,683.10	\$ 12,742,061.00	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ -	\$ 506,170.00	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER	\$ -	\$ 293.78	\$ 8,052,289.00	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 46,627.90	\$ 609,218.83	\$ 55,837,990.62	\$ 55,837,990.62

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

 for RO 8-2-2023
Rick Daniels, City Manager Date

 3-2-23
Virginia Tasker, City Treasurer Date

 8/2/23
Finance Department Date

CITY OF NEEDLES									
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING									
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL	
18531*	1	GAVIN FLETCHER	006847		07/25/2023	101-0000-204.03-01	1,022.41- 1,022.41- *	VOIDED	
18549*	1	MUKESH K PATEL	006519		07/25/2023	101-0000-204.03-01	2,200.58- 2,200.58- *	VOIDED	
18719	4087	FINAL TOUCH CONSTRUCTION	PI0380		07/31/2023	510-4410-405.72-11	46,627.90 46,627.90 *	46,627.90	
BANK/CHECK TOTAL							43,404.91	46,627.90	
ALL BANKS/CHECKS TOTAL							43,404.91	46,627.90	

FUND 101 GENERAL FUND		ACCOUNT	**	CHECK/PAYMENT	**	****	VOUCHER	****	DISBURSEMENT	VENDOR
BANK		NO		NO	DATE	NO	DATE		AMOUNT	REFERENCE
DESCRIPTION										

04 WELLS FARGO BANK - CITY GENERAL CHECKING										
101-0000-204.03-01		18531		7/25/2023		006847	7/31/2023		1,022.41-	0000001 GAVIN PLETCHER
101-0000-204.03-01		18549		7/25/2023		006519	7/31/2023		2,200.58-	0000001 MUKESH K PATEL
							ACCOUNT TOTAL		3,222.99-	*
							WELLS FARGO BANK - CITY GENERAL CHECKING TOTAL		3,222.99-	**
							TOTAL DUE FROM THIS FUND FOR THIS PERIOD		3,222.99-	***

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

Item 11.

		FUND AMT.	25-Jul	22-23 BUDGET
FUND 101	GENERAL FUND	\$ 684.86		
101.1015.412	CITY ATTORNEY	\$ -	\$ 70,032.90	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ 212,044.22	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ -	\$ 711,769.97	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 3,100.00	\$ 269,918.72	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 224.59	\$ 260,472.28	\$ 373,159.00
101.1040.417	ENGINEERING	\$ 1,068.59	\$ 303,428.16	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 41,554.22	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ -	\$ 49,051.40	\$ 59,457.00
101.2010.421	SHERIFF	\$ -	\$ 3,532,173.17	\$ 3,594,791.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 439.20	\$ 218,717.34	\$ 233,027.00
101.2025.424	BUILDING & SAFETY	\$ 746.92	\$ 340,352.53	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 174.74	\$ 713,750.72	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 419.90	\$ 695,785.31	\$ 849,743.00
101.4730.472	SANITATION	\$ -	\$ 164,899.15	\$ 166,600.00
101.5770.452.	AQUATICS	\$ 1,818.98	\$ 161,074.11	\$ 194,192.00
101.5772.452	PARKS	\$ -	\$ 596,757.11	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ 86.08	\$ 102,090.51	\$ 107,923.00
101.5774.452	RECREATION	\$ 992.90	\$ 421,874.20	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 9,756.76		\$ 9,616,903.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 2,082,094.66	\$ 4,992,512.00
FUND 205	CDBG	\$ -	\$ 7,896.00	\$ 42,692.00
FUND 206	CEMETERY	\$ -	\$ 167,819.81	\$ 202,270.00
FUND 208	CALTRANS GRANTS	\$ -	\$ 343,959.46	\$ 343,960.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ 153,828.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ 31,845.91	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 202,478.92	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 5,807.60	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 938,152.08	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYCLING GRANT	\$ -	\$ 4,831.28	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ 72,181.07	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 161,387.57	\$ 300,000.00
FUND 501	NPUA	\$ -	\$ 2,401,984.26	\$ 2,401,984.26
FUND 502	WATER DEPARTMENT	\$ 72.33	\$ 1,770,262.47	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT	\$ -	\$ 1,213,610.02	\$ 1,241,325.00
FUND 505	SANITATION	\$ -	\$ 1,515,737.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ 14.99	\$ 955,885.72	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ 607,618.55	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ 386,013.68	\$ 370,454.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -	
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 241.13	\$ 380,888.57	\$ 455,807.00
FUND 509	MIS	\$ -	\$ 275,440.56	\$ 257,370.00
FUND 510	ADMIN. FACILITY	\$ -	\$ 385,968.54	\$ 414,950.00
FUND 511	FLEET MANAGEMENT	\$ -	\$ 236,662.94	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 22,199.62	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ 200,475.76	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 18,586.09	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 442,575.36	\$ 614,438.00
FUND 580	ELECTRIC	\$ 628.75	\$ 10,858,788.79	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 1,755,367.90	\$ 1,956,822.00
FUND 582	NPUA CAPITAL WATER	\$ 364.01	\$ 3,800,870.05	\$ 12,038,402.00
FUND 583	NPUA CAPITAL WASTEWATER	\$ -	\$ 62,884.57	\$ 36,075.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 11,077.97	\$ 40,329,849.52	\$ 58,543,412.88

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

 For RD 8-2-2023
Rick Daniels, City Manager Date

 8-2-23
Virginia Tasker, City Treasurer Date

 7/26/23
Finance Department Date

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

Item 11.

FUND 101	GENERAL FUND	\$ -	FUND AMT.	25-Jul	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 2,847.65	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 12,953.78	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 9,065.76	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 162.50		\$ 1,638.48	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 162.51		\$ 1,796.51	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 2,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 1,441.77	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 30,468.00	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 1,838.60	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 162.50		\$ 3,772.07	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 387.10		\$ 8,677.68	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 7,404.55	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 4,231.93	\$ 177,467.00
101.5770.452	AQUATICS	\$ -		\$ 3,411.85	\$ 246,913.00
101.5772.452	PARKS	\$ -		\$ 17,620.37	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 1,174.74	\$ 115,646.00
101.5774.452	RECREATION	\$ 829.95		\$ 6,969.34	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 1,704.56		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ -	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY		\$ -	\$ 3,618.67	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 2,246.86	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 184.29	\$ 30,872.95	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 99.99	\$ 27,737.70	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 7,562.18	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,002.10	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 4,622.33	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 4,006.09	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 5,945.11	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 14,652.17	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 7,483.84	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 3,856.63	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$ 22,199.62
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,564.00	\$ 808,479.00
FUND 575	HOUSING		\$ -	\$ 16,078.65	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 181.44	\$ 204,481.99	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 293.78	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 2,170.28	\$ 467,338.13	\$ 55,837,990.62

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

 8-2-2023
Rick Daniels, City Manager Date

 7/26/23
Finance Department Date

 8-2-23
Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
18593	3651	00	WELLS FARGO	07/25/2023	VOID	
18594	3651	00	WELLS FARGO	07/25/2023	13,248.25	.00
NUMBER OF CHECKS			2	GRAND TOTAL	13,248.25	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18593	3651	WELLS FARGO	006967		07/25/2023	582-4710-471.71-05	364.01	
18594	3651	WELLS FARGO	006968		07/25/2023	101-1040-417.31-40	645.00	
			006969		07/25/2023	101-0000-210.00-00	51.17	
			006970		07/25/2023	101-2020-423.61-01	43.62	
			006971		07/25/2023	101-0000-204.06-00	737.03	
			006972		07/25/2023	101-2020-423.60-28	82.15	
			006973		07/25/2023	101-2020-423.43-29	313.43	
			006974		07/25/2023	101-2025-424.61-01	222.68	
			006975		07/25/2023	101-2030-423.55-00	174.74	
			006976		07/25/2023	101-1035-416.55-00	174.74	
			006977		07/25/2023	101-2025-424.55-00	174.74	
			006978		07/25/2023	101-1040-417.55-00	174.74	
			006979		07/25/2023	101-1035-416.52-20	49.85	
			006980		07/25/2023	101-1040-417.61-01	248.85	
			006981		07/25/2023	101-2025-424.31-40	230.00	
			006982		07/25/2023	101-2025-424.64-00	119.50	
			006983		07/25/2023	580-4750-473.61-21	18.83	
			006984		07/25/2023	580-4750-473.69-22	116.44	
			006985		07/25/2023	580-4750-473.43-57	354.50	
			006986		07/25/2023	101-3010-431.43-57	401.67	
			006987		07/25/2023	101-5770-452.60-32	34.54	
			006988		07/25/2023	101-3010-431.55-00	18.23	
			006989		07/25/2023	101-1030-414.55-00	2,600.00	
			006990		07/25/2023	101-1030-414.56-00	500.00	
			006991		07/25/2023	502-4710-471.31-90	20.99	
			006992		07/25/2023	101-0000-210.00-00	1.00	
			006993		07/25/2023	506-4713-477.61-01	14.99	
			006994		07/25/2023	580-4750-473.69-22	138.98	
			006995		07/25/2023	502-4710-471.69-22	51.34	
			006996		07/25/2023	508-4810-478.61-32	241.13	
			000440		07/25/2023	101-2030-423.31-40	162.50	
			000441		07/25/2023	101-1035-416.31-40	162.50	
			000442		07/25/2023	101-2025-424.31-40	162.50	
			000443		07/25/2023	101-1040-417.31-40	162.51	
			000444		07/25/2023	101-2030-423.55-00	224.60	
			000445		07/25/2023	502-4710-471.61-21	184.29	
			000446		07/25/2023	503-4720-475.61-21	99.99	
			000447		07/25/2023	580-4750-473.61-21	181.44	
			007004		07/25/2023	101-5770-452.60-30	505.94	
			007005		07/25/2023	101-5770-452.61-04	450.21	
			007006		07/25/2023	101-5770-452.61-16	300.00	
			007007		07/25/2023	101-5774-452.61-06	122.61	
			007008		07/25/2023	101-5774-452.65-10	453.17	
			007009		07/25/2023	101-5774-452.60-24	417.12	
			007010		07/25/2023	101-5770-452.60-24	528.29	
			007011		07/25/2023	101-5773-452.61-01	86.08	
			000501		07/25/2023	101-5774-452.65-10	349.96	
			000502		07/25/2023	101-5774-452.60-23	479.99	
							13,248.25	
							*	
							13,248.25	

VOIDED

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P. O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
BANK/CHECK TOTAL							13,248.25	13,248.25
ALL BANKS/CHECKS TOTAL							13,248.25	13,248.25


**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 24, 2023**

Item 11.

FUND 101	GENERAL FUND	FUND AMT.	24-Jul	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -	\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ 2,847.65	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -	\$ 12,903.78	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -	\$ 9,015.76	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -	\$ 1,525.98	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -	\$ 4,734.01	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 2,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -	\$ 1,441.77	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ 30,468.00	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -	\$ 1,788.60	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ -	\$ 3,709.57	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -	\$ 8,590.18	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -	\$ 7,326.93	\$ 818,943.00
101.4730.472	SANITATION	\$ -	\$ 4,231.93	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -	\$ 3,411.85	\$ 246,913.00
101.5772.452	PARKS	\$ -	\$ 17,620.37	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ 1,174.74	\$ 115,646.00
101.5774.452	RECREATION	\$ -	\$ 5,871.68	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ -		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ -	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ -	\$ 3,618.67	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT	\$ -	\$ 2,246.86	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA	\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ -	\$ 19,028.83	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ -	\$ 26,735.00	\$ 1,312,828.00
FUND 505	SANITATION	\$ -	\$ 3,787.09	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 1,002.10	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ 2,746.04	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ 3,317.42	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -	
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 5,895.11	\$ 496,825.00
FUND 509	MIS	\$ -	\$ 14,202.17	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ -	\$ -	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ -	\$ 3,553.33	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ -	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 15,564.00	\$ 808,479.00
FUND 575	HOUSING	\$ 159.85	\$ 16,078.65	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ -	\$ 195,870.47	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ -	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER	\$ 7,989.87	\$ 293.78	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 8,149.72	\$ 432,602.32	\$ 55,837,990.62

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

 For RO 8-2-2023
Rick Daniels, City Manager Date

 7/25/23
Finance Department Date

 8-2-23
Virginia Tasker, City Treasurer Date

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
18590	1064	00	EAGLE MASONRY & FENCE INC	07/24/2023	7,989.87	.00
18591	4116	00	WELLS FARGO	07/24/2023	93.55	.00
18592	4115	00	WELLS FARGO	07/24/2023	66.30	.00
NUMBER OF CHECKS			3	GRAND TOTAL	8,149.72	

PREPARED 07/24/2023, 8:25:06
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2024/01
REPORT NUMBER 17

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18590	1064	EAGLE MASONRY & FENCE INC	006997	023122	07/24/2023	582-4710-471.71-05	7,989.87 *	7,989.87
18591	4116	WELLS FARGO (ACCT# 3621)	000450 000451	07/24/2023 07/24/2023	575-5555-485.61-01 575-5555-485.62-00	29.06 64.49	93.55 *	93.55
18592	4115	WELLS FARGO (ACCT# 9105)	000448 000449	07/24/2023 07/24/2023	575-5555-485.52-20 575-5555-485.56-00	16.26 50.04	66.30 *	66.30
BANK/CHECK TOTAL							8,149.72	8,149.72
ALL BANKS/CHECKS TOTAL							8,149.72	8,149.72

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 28, 2023**

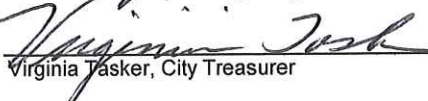
		FUND AMT.	28-Jul	22-23 BUDGET
FUND 101	GENERAL FUND	\$ 2,147.00		
101.1015.412	CITY ATTORNEY	\$ -	\$ 70,032.90	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ 212,044.22	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ -	\$ 711,769.97	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -	\$ 269,918.72	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ -	\$ 260,472.28	\$ 373,159.00
101.1040.417	ENGINEERING	\$ -	\$ 303,428.16	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 41,554.22	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ -	\$ 49,051.40	\$ 59,457.00
101.2010.421	SHERIFF	\$ -	\$ 3,532,173.17	\$ 3,594,791.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -	\$ 218,717.34	\$ 233,027.00
101.2025.424	BUILDING & SAFETY	\$ -	\$ 340,352.53	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ -	\$ 713,750.72	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ -	\$ 695,785.31	\$ 849,743.00
101.4730.472	SANITATION	\$ -	\$ 164,899.15	\$ 166,600.00
101.5770.452	AQUATICS	\$ -	\$ 161,074.11	\$ 194,192.00
101.5772.452	PARKS	\$ -	\$ 596,757.11	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ 102,090.51	\$ 107,923.00
101.5774.452	RECREATION	\$ -	\$ 421,874.20	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 2,147.00		\$ 9,616,903.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 2,082,094.66	\$ 4,992,512.00
FUND 205	CDBG	\$ -	\$ 7,896.00	\$ 42,692.00
FUND 206	CEMETERY	\$ -	\$ 167,819.81	\$ 202,270.00
FUND 208	CALTRANS GRANTS	\$ -	\$ 343,959.46	\$ 343,960.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ 153,828.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ 34,685.91	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 202,478.92	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 5,807.60	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 973,013.99	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT	\$ -	\$ 4,831.28	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ 72,181.07	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 161,387.57	\$ 300,000.00
FUND 501	NPUA	\$ -	\$ 2,401,984.26	\$ 2,401,984.26
FUND 502	WATER DEPARTMENT	\$ -	\$ 1,771,705.99	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT	\$ -	\$ 1,213,610.02	\$ 1,241,325.00
FUND 505	SANITATION	\$ -	\$ 1,515,737.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ 1,283.80	\$ 955,885.72	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ 607,618.55	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ 388,707.92	\$ 370,454.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -	
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 380,888.57	\$ 455,807.00
FUND 509	MIS	\$ -	\$ 275,440.56	\$ 257,370.00
FUND 510	ADMIN. FACILITY	\$ -	\$ 385,968.54	\$ 414,950.00
FUND 511	FLEET MANAGEMENT	\$ -	\$ 236,662.94	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 22,199.62	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ 200,475.76	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 18,586.09	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 442,575.36	\$ 614,438.00
FUND 580	ELECTRIC	\$ 5,708.00	\$ 10,858,788.79	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 1,755,367.90	\$ 1,956,822.00
FUND 582	NPUA CAPITAL WATER	\$ -	\$ 3,800,870.05	\$ 12,038,402.00
FUND 583	NPUA CAPITAL WASTEWATER	\$ -	\$ 62,884.57	\$ 36,075.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 9,138.80	\$ 40,371,689.19	\$ 58,543,412.88

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


Rick Daniels, City Manager

8-2-2023
Date


Pauline DeLo, Finance Department
7/26/23
Date


Virginia Tasker, City Treasurer

8-2-23
Date


**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 28, 2023**

Item 11.

FUND 101	GENERAL FUND	\$	FUND AMT.	28-Jul	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ 5,756.48		\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 97.03		\$ 2,944.68	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 475.51		\$ 13,879.29	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 195.88		\$ 9,496.64	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 33.28		\$ 1,659.26	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 329.73		\$ 5,063.74	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 4,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 1,441.77	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 30,468.00	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 154.69		\$ 1,970.86	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ 282.67		\$ 3,992.24	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 447.29		\$ 9,037.47	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 354.47		\$ 8,649.52	\$ 818,943.00
101.4730.472	SANITATION	\$ 34.12		\$ 4,266.05	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ 3,411.85	\$ 246,913.00
101.5772.452	PARKS	\$ 278.37		\$ 26,432.77	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 40.57		\$ 1,215.31	\$ 115,646.00
101.5774.452	RECREATION	\$ 200.54		\$ 7,119.88	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 8,680.63		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY		\$ 93.86	\$ 3,712.53	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ 2,246.86	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 1,530.59	\$ 58,370.73	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 279.41	\$ 35,784.80	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 7,562.18	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 86.93	\$ 1,089.03	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 5,596.47	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 4,006.09	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 402.30	\$ 6,730.51	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 1,802.17	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 9,301.70	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 147.60	\$ 3,968.59	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$ 22,199.62
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,564.00	\$ 808,479.00
FUND 575	HOUSING		\$ 716.19	\$ 16,736.61	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 3,943.34	\$ 254,683.10	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 293.78	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 15,880.85	\$ 562,590.93	\$ 55,837,990.62

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

 Rick Daniels, City Manager
Date 8-2-23

 Barbara Diko
Finance Department
Date 7/26/23

 Virginia Tasker, City Treasurer
Date 8-2-23

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
18595	3709	00	ADRIAN CHAVEZ	07/28/2023	50.00	.00
18596	3688	00	ALBERT PONCE	07/28/2023	50.00	.00
18597	4084	00	ANTHONY GIERSCH	07/28/2023	50.00	.00
18598	3897	00	BENEBLOC, LLC	07/28/2023	299.22	.00
18599	480	00	BEST BEST & KRIEGER LLP	07/28/2023	1,283.80	.00
18600	2646	00	BOARD OF EQUALIZATION	07/28/2023	5,708.00	.00
18601	3870	00	BRYAN HICKSTEIN	07/28/2023	50.00	.00
18602	3275	00	CALIFORNIA STATE DISB.UNIT	07/28/2023	255.23	.00
18603	2931	00	DALE JONES	07/28/2023	50.00	.00
18604	322	00	FRANK VALENZUELA JR.	07/28/2023	50.00	.00
18605	1305	00	GREAT WEST LIFE	07/28/2023	5,844.00	.00
18606	3634	00	GREAT-WEST LIFE & ANNUITY	07/28/2023	934.84	.00
18607	2612	00	HARDWARE EXPRESS INCORP.	07/28/2023	584.13	.00
18608	1	00	IRIS COMPOS	07/28/2023	350.00	.00
18609	2879	00	JENNIFER VALENZUELA	07/28/2023	50.00	.00
18610	638	00	JESSE FRAGOSO	07/28/2023	50.00	.00
18611	325	00	JIM WILLIS	07/28/2023	50.00	.00
18612	3978	00	JOSE SANCHEZ	07/28/2023	50.00	.00
18613	2222	00	JUSTIN SCOTT	07/28/2023	50.00	.00
18614	4070	00	KATHY RAASCH	07/28/2023	50.00	.00
18615	3512	00	KIMBERLY KRASINSKI	07/28/2023	50.00	.00
18616	3889	00	MICHAEL WILLIS	07/28/2023	50.00	.00
18617	3458	00	MUTUAL OF OMAHA	07/28/2023	3,945.26	.00
18618	3767	00	PATRICK MARTINEZ	07/28/2023	50.00	.00
18619	3654	00	RAINIE TORRANCE	07/28/2023	50.00	.00
18620	4081	00	RICHARD KIMBALL	07/28/2023	50.00	.00
18621	3953	00	RONNY SOMMERS	07/28/2023	50.00	.00
18622	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/28/2023	1,090.65	.00
18623	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/28/2023	497.87	.00
18624	3344	00	SLOVAK BARON & EMPEY LLP	07/28/2023	2,147.00	.00
18625	3851	00	SY FOLEY	07/28/2023	50.00	.00
18626	3432	00	SYLVIA MILEDI	07/28/2023	50.00	.00
18627	3622	00	TAYLOR MILLER	07/28/2023	50.00	.00
18628	2744	00	THOMAS DELEON	07/28/2023	50.00	.00
18629	2817	00	TONY RUBALCABA	07/28/2023	50.00	.00
18630	3695	00	VINCE GARZA	07/28/2023	50.00	.00
18631	1217	00	VISION SERVICE PLAN	07/28/2023	879.65	.00
NUMBER OF CHECKS				37	GRAND TOTAL	25,019.65

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18595	3709	ADRIAN CHAVEZ	002140		07/28/2023	101-2030-423.52-10	50.00 *	50.00
18596	3688	ALBERT PONCE	002149		07/28/2023	502-4710-471.52-10	50.00 *	50.00
18597	4084	ANTHONY GEIRSCH	004452 004453		07/28/2023 07/28/2023	580-4750-473.52-10 101-2030-423.52-10	25.00 25.00 50.00 *	50.00
18598	3897	BENEBLOC LLC	000524 000525 000526		07/28/2023 07/28/2023 07/28/2023	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	213.78 71.44 14.00 299.22 *	299.22
18599	480	BEST BEST & KRIEGER LLP	006936		07/28/2023	506-4713-477.31-50	1,283.80 1,283.80 *	1,283.80
18600	2646	BOARD OF EQUALIZATION	006998		07/28/2023	580-4750-473.63-41	5,708.00 5,708.00 *	5,708.00
18601	3870	BRYAN HICKSTEIN	002146		07/28/2023	502-4710-471.52-10	50.00 50.00 *	50.00
18602	3275	CALIFORNIA STATE DISB.UNI	000570		07/28/2023	101-0000-209.03-01	255.23 255.23 *	255.23
18603	2931	DALE JONES	002130		07/28/2023	101-1030-414.52-10	50.00 50.00 *	50.00
18604	322	FRANK VALENZUELA JR.	002128		07/28/2023	502-4710-471.52-10	50.00 50.00 *	50.00
18605	1305	GREAT WEST LIFE & ANNUITY	000581 000582 000583		07/28/2023 07/28/2023 07/28/2023	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	3,430.00 410.00 2,004.00 5,844.00 *	5,844.00
18606	3634	GREAT-WEST LIFE & ANNUITY	000584 000585 000586 000587 000588 000589 000590 000591		07/28/2023 07/28/2023 07/28/2023 07/28/2023 07/28/2023 07/28/2023 07/28/2023 07/28/2023	101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01	43.12 194.13 24.27 213.04 97.57 174.52 60.36 127.83 934.84 *	934.84
18607	2612	HARDWARE EXPRESS INCORP.	000326 000327		07/28/2023 07/28/2023	575-5555-485.43-02 575-5555-485.43-02	138.67 9.11	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18607	2612	HARDWARE EXPRESS INCORP.	000328		07/28/2023	575-5555-485.43-02	41.96	
			000329		07/28/2023	575-5555-485.43-02	27.15	
			000330		07/28/2023	575-5555-485.43-02	19.38	
			000331		07/28/2023	575-5555-485.43-02	5.81	
			000332		07/28/2023	575-5555-485.43-02	7.08	
			000333		07/28/2023	575-5555-485.43-02	5.16	
			000334		07/28/2023	575-5555-485.43-02	8.99	
			000335		07/28/2023	575-5555-485.43-02	29.07	
			000336		07/28/2023	575-5555-485.43-02	32.32	
			000337		07/28/2023	575-5555-485.43-02	16.16	
			000338		07/28/2023	575-5555-485.43-02	12.03	
			000339		07/28/2023	575-5555-485.43-02	17.99	
			000340		07/28/2023	575-5555-485.43-02	5.81	
			000341		07/28/2023	575-5555-485.43-02	7.63	
			000342		07/28/2023	575-5555-485.43-02	11.85	
			000343		07/28/2023	575-5555-485.43-02	20.02	
			000344		07/28/2023	575-5555-485.43-02	13.99	
			000345		07/28/2023	575-5555-485.43-02	19.38	
			000346		07/28/2023	575-5555-485.43-02	31.23	
			000347		07/28/2023	575-5555-485.43-02	6.02	
			000348		07/28/2023	575-5555-485.43-02	44.70	
			000349		07/28/2023	575-5555-485.43-02	17.13	
			000350		07/28/2023	575-5555-485.43-02	18.31	
			000351		07/28/2023	575-5555-485.43-02	17.18	
							584.13	584.13
18608	1	IRIS COMPOS	000569		07/28/2023	101-0000-362.01-00	350.00	350.00
18609	2879	JENNIFER VALENZUELA	002126		07/28/2023	101-5774-452.52-10	50.00	50.00
18610	638	JESSE FRAGOSO	002144		07/28/2023	101-3010-431.52-10	50.00	50.00
18611	325	JIM WILLIS	002129		07/28/2023	580-4750-473.52-10	50.00	50.00
18612	3978	JOSE SANCHEZ	002141		07/28/2023	502-4710-471.52-10	50.00	50.00
18613	2222	JUSTIN SCOTT	002125		07/28/2023	580-4750-473.52-10	50.00	50.00
18614	4070	KATHY RAASCH	003172		07/28/2023	101-1040-417.52-10	50.00	50.00
18615	3512	KIMBERLY KRASINSKI	006143		07/28/2023	508-4810-478.52-10	50.00	50.00

CITY OF NEEDLES				CITY GENERAL CHECKING							
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL			
18616	3889	MICHAEL WILLIS	002132		07/28/2023	580-4750-473.52-10	50.00 *	50.00			
							50.00 *	50.00			
18617	3458	MUTUAL OF OMAHA	000548		07/28/2023	101-1020-413.24-10	78.19				
			000549		07/28/2023	101-1025-415.24-10	355.30				
			000550		07/28/2023	101-1030-414.24-10	106.50				
			000551		07/28/2023	101-1035-416.24-10	41.47				
			000552		07/28/2023	101-1040-417.24-10	230.19				
			000553		07/28/2023	101-2020-423.24-10	104.69				
			000554		07/28/2023	101-2025-424.24-10	191.31				
			000555		07/28/2023	101-2030-423.24-10	281.90				
			000556		07/28/2023	101-3010-431.24-10	254.42				
			000557		07/28/2023	101-4730-472.24-10	26.38				
			000558		07/28/2023	101-5772-452.24-10	212.24				
			000559		07/28/2023	101-5773-452.24-10	31.42				
			000560		07/28/2023	101-5774-452.24-10	125.05				
			000561		07/28/2023	206-5771-452.24-10	71.11				
			000562		07/28/2023	502-4710-471.24-10	530.56				
			000563		07/28/2023	503-4720-475.24-10	137.14				
			000564		07/28/2023	506-4713-477.24-10	67.84				
			000565		07/28/2023	508-4810-478.24-10	224.46				
			000566		07/28/2023	511-3020-432.24-10	96.33				
			000567		07/28/2023	575-5555-485.24-15	39.97				
			000568		07/28/2023	580-4750-473.24-10	738.79				
							3,945.26 *	3,945.26			
18618	3767	PATRICK MARTINEZ	002133		07/28/2023	101-2030-423.52-10	12.50				
			002134		07/28/2023	101-2025-424.52-10	12.50				
			002135		07/28/2023	101-1035-416.52-10	12.50				
			002136		07/28/2023	101-1040-417.52-10	12.50				
							50.00 *	50.00			
18619	3654	RAINIE TORRANCE	002137		07/28/2023	502-4710-471.52-10	16.67				
			002138		07/28/2023	503-4720-475.52-10	16.66				
			002139		07/28/2023	580-4750-473.52-10	16.67				
							50.00 *	50.00			
18620	4081	RICHARD KIMBALL	005324		07/28/2023	101-2025-424.52-10	50.00				
							50.00 *	50.00			
18621	3953	RONNY SOMMERS	002127		07/28/2023	580-4750-473.52-10	50.00				
							50.00 *	50.00			
18622	1199	SBPEA TEAMSTERS LOCAL 193	000571		07/28/2023	101-0000-209.03-01	548.85				
			000572		07/28/2023	502-0000-209.03-01	133.76				
			000573		07/28/2023	503-0000-209.03-01	30.70				
			000574		07/28/2023	508-0000-209.03-01	79.37				
			000575		07/28/2023	511-0000-209.03-01	35.64				
			000576		07/28/2023	580-0000-209.03-01	217.64				
			000577		07/28/2023	575-0000-209.03-01	44.69				

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18622	1199	SBPEA TEAMSTERS LOCAL 193					1,090.65 *	1,090.65
18623	1199	SBPEA TEAMSTERS LOCAL 193	000578		07/28/2023	101-0000-209.03-01	386.49	
			000579		07/28/2023	502-0000-209.03-01	50.44	
			000580		07/28/2023	580-0000-209.03-01	60.94	
							497.87 *	497.87
18624	3344	SLOVAK BARON EMPEY MURPHY	006934		07/28/2023	101-1025-415.31-50	2,147.00	
							2,147.00 *	2,147.00
18625	3851	SY FOLEY	002143		07/28/2023	503-4720-475.52-10	50.00	
							50.00 *	50.00
18626	3432	SYLVIA MILEDI	002151		07/28/2023	101-1025-415.52-10	50.00	
							50.00 *	50.00
18627	3622	TAYLOR MILLER	001158		07/28/2023	502-4710-471.52-10	50.00	
							50.00 *	50.00
18628	2744	THOMAS DELEON	002142		07/28/2023	580-4750-473.52-10	50.00	
							50.00 *	50.00
18629	2817	TONY RUBALCABA	002131		07/28/2023	101-2020-423.52-10	50.00	
							50.00 *	50.00
18630	3695	VINCE GARZA	002145		07/28/2023	580-4750-473.52-10	50.00	
							50.00 *	50.00
18631	1217	VISION SERVICE PLAN	000527		07/28/2023	101-1020-413.24-10	18.84	
			000528		07/28/2023	101-1025-415.24-10	70.21	
			000529		07/28/2023	101-1030-414.24-10	39.38	
			000530		07/28/2023	101-1035-416.24-10	20.69	
			000531		07/28/2023	101-1040-417.24-10	37.04	
			000532		07/28/2023	101-2025-424.24-10	28.86	
			000533		07/28/2023	101-2030-423.24-10	77.89	
			000534		07/28/2023	101-3010-431.24-10	50.05	
			000535		07/28/2023	101-4730-472.24-10	7.74	
			000536		07/28/2023	101-5772-452.24-10	66.13	
			000537		07/28/2023	101-5773-452.24-10	9.15	
			000538		07/28/2023	101-5774-452.24-10	25.49	
			000539		07/28/2023	206-5771-452.24-10	22.75	
			000540		07/28/2023	502-4710-471.24-10	67.72	
			000541		07/28/2023	503-4720-475.24-10	44.91	
			000542		07/28/2023	506-4713-477.24-10	19.09	
			000543		07/28/2023	508-4810-478.24-10	48.47	
			000544		07/28/2023	511-3020-432.24-10	15.63	
			000545		07/28/2023	575-5555-485.24-10	31.60	
			000546		07/28/2023	575-5555-485.24-15	15.80	
			000547		07/28/2023	580-4750-473.24-10	203.59	
							879.65 *	879.65

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
BANK/CHECK TOTAL							25,019.65	25,019.65
ALL BANKS/CHECKS TOTAL							25,019.65	25,019.65



City of Needles, California Request for City Council Action

Item 11.

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: July 25, 2023

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: APPROVE, the Warrants Register through July 15, 2023.

Submitted By: Barbara DiLeo, Sr. Accountant

City Management Review: 

Date: 7/25/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 11

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

Item 11.

FUND 101	GENERAL FUND		FUND AMT.	7-Jul	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 196.81		\$ 196.81	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 824.03		\$ 824.03	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 1,000.04		\$ 1,000.04	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 135.11		\$ 135.11	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 370.33		\$ 370.33	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ -	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ -	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 129.69		\$ 129.69	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 337.37		\$ 337.37	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 685.10		\$ 685.10	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 644.89		\$ 644.89	\$ 818,943.00
101.4730.472	SANITATION	\$ 52.34		\$ 52.34	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ -	\$ 246,913.00
101.5772.452	PARKS	\$ 645.91		\$ 645.91	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 86.17		\$ 146.17	\$ 115,646.00
101.5774.452	RECREATION	\$ 269.62		\$ 269.62	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 5,377.41		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ -	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY		\$ 245.12	\$ 245.12	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 1,018.88	\$ 1,018.88	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 925.52	\$ 925.52	\$ 1,312,828.00
FUND 505	SANITATION		\$ 12.00	\$ 12.00	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 91.43	\$ 91.43	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 585.76		\$ 111.00	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 92.00		\$ 62.00	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ 677.76		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 484.80	\$ 484.80	\$ 496,825.00
FUND 509	MIS		\$ 3,677.80	\$ 3,677.80	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ -	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 174.02	\$ 174.02	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$ 22,199.62
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 15,564.00	\$ 15,564.00	\$ 808,479.00
FUND 575	HOUSING		\$ 339.19	\$ 11,776.19	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 53,616.84	\$ 53,616.84	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ -
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$ -
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 82,204.77	\$ 93,197.01	\$ 47,279,531.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ TAKEN	RETAINAGE
18470	2385	00	ALLIANT INSURANCE SERVICES, INC	07/07/2023	1,236.00		.00
18471	4084	00	ANTHONY GIER SCH	07/07/2023	476.00		.00
18472	4022	00	BENEFIT COORDINATORS CORPORATION	07/07/2023	3,599.50		.00
18473	501	00	DOI-BOR-REGION: LOWER COLORADO	07/07/2023	11,545.80		.00
18474	1956	00	ITRON INCORP.	07/07/2023	3,677.80		.00
18475	4000	00	JARROD DELEON	07/07/2023	504.76		.00
18476	3458	00	MUTUAL OF OMAHA	07/07/2023	3,929.36		.00
18477	1501	00	SOUTHERN CALIF ASSOC OF GOV'T	07/07/2023	661.00		.00
18478	2874	00	TRANSTRACK SYSTEMS INC.	07/07/2023	15,564.00		.00
18479	2798	00	U.S. DEPARTMENT OF ENERGY	07/07/2023	40,133.09		.00
18480	1217	00	VISION SERVICE PLAN	07/07/2023	877.46		.00
NUMBER OF CHECKS				11	GRAND TOTAL	82,204.77	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18470	2385	ALLIANT INSURANCE SERVICE	000097		07/07/2023	101-1020-413.51-12	25.00	
			000098		07/07/2023	101-1025-415.51-12	72.00	
			000099		07/07/2023	101-1030-414.51-12	25.00	
			000100		07/07/2023	101-1035-416.51-12	25.00	
			000101		07/07/2023	101-2020-423.51-12	25.00	
			000102		07/07/2023	101-2025-424.51-12	25.00	
			000103		07/07/2023	101-2030-423.51-12	25.00	
			000104		07/07/2023	101-3010-431.51-12	136.00	
			000105		07/07/2023	101-5772-452.51-12	87.00	
			000106		07/07/2023	101-5774-452.51-12	37.00	
			000107		07/07/2023	206-5771-452.51-12	25.00	
			000108		07/07/2023	502-4710-471.51-12	161.00	
			000109		07/07/2023	503-4720-475.51-12	111.00	
			000110		07/07/2023	505-4730-472.51-12	12.00	
			000111		07/07/2023	507-5761-453.51-12	111.00	
			000112		07/07/2023	507-5762-454.51-12	62.00	
			000113		07/07/2023	580-4750-473.51-12	272.00	
							1,236.00 *	1,236.00
18471	4084	ANTHONY GEIRSCH	000094		07/07/2023	503-4720-475.55-00	476.00	
							476.00 *	476.00
18472	4022	BENEFIT COORDINATORS CORP	000028		07/07/2023	101-1020-413.24-10	74.78	
			000029		07/07/2023	101-1025-415.24-10	326.53	
			000030		07/07/2023	101-1030-414.24-10	155.04	
			000031		07/07/2023	101-1035-416.24-10	52.30	
			000032		07/07/2023	101-1040-417.24-10	103.10	
			000033		07/07/2023	101-2025-424.24-10	92.20	
			000034		07/07/2023	101-2030-423.24-10	298.14	
			000035		07/07/2023	101-3010-431.24-10	204.42	
			000036		07/07/2023	101-4730-472.24-10	21.71	
			000037		07/07/2023	101-5772-452.24-10	280.54	
			000038		07/07/2023	101-5773-452.24-10	45.60	
			000039		07/07/2023	101-5774-452.24-10	82.08	
			000040		07/07/2023	206-5771-452.24-10	126.26	
			000041		07/07/2023	502-4710-471.24-10	263.52	
			000042		07/07/2023	503-4720-475.24-10	156.90	
			000043		07/07/2023	506-4713-477.24-10	18.44	
			000044		07/07/2023	508-4810-478.24-10	230.00	
			000045		07/07/2023	511-3020-432.24-10	62.06	
			000046		07/07/2023	575-5555-485.24-15	273.60	
			000047		07/07/2023	580-4750-473.24-10	732.28	
							3,599.50 *	3,599.50
18473	501	DOI-BOR-REGION: LOWER COL	000095		07/07/2023	580-4750-473.63-10	11,545.80	
							11,545.80 *	11,545.80
18474	1956	ITRON INCORP.	000090		07/07/2023	509-4910-479.43-05	3,677.80	
							3,677.80 *	3,677.80

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18475	4000	JARROD DELEON	006776 006777		07/07/2023 07/07/2023	507-5762-454.61-01 507-5761-453.43-04	30.00 474.76 504.76 *	504.76
18476	3458	MUTUAL OF OMAHA	000068 000069 000070 000071 000072 000073 000074 000075 000076 000077 000078 000079 000080 000081 000082 000083 000084 000085 000086 000087 000088		07/07/2023 07/07/2023	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2020-423.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 206-5771-452.24-10 502-4710-471.24-10 503-4720-475.24-10 506-4713-477.24-10 508-4810-478.24-10 511-3020-432.24-10 575-5555-485.24-15 580-4750-473.24-10	78.19 355.30 119.62 41.47 230.19 104.69 191.31 281.90 254.42 26.38 212.24 31.42 125.05 71.11 530.56 137.14 67.84 195.44 96.33 39.97 738.79 3,929.36 *	
18477	1501	SOUTHERN CALIF ASSOC OF G	000091		07/07/2023	101-1030-414.56-02	661.00 661.00 *	661.00
18478	2874	TRANSTRACK SYSTEMS INC.	000093		07/07/2023	525-4770-461.70-21	15,564.00 15,564.00 *	15,564.00
18479	2798	U.S. DEPARTMENT OF ENERGY	000092		07/07/2023	580-4750-473.63-10	40,133.09 40,133.09 *	40,133.09
18480	1217	VISION SERVICE PLAN	000048 000049 000050 000051 000052 000053 000054 000055 000056 000057 000058 000059 000060 000061		07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023 07/07/2023	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 206-5771-452.24-10 502-4710-471.24-10	18.84 70.20 39.38 16.34 37.04 28.86 80.06 50.05 4.25 66.13 9.15 25.49 22.75 63.80	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18480	1217	VISION SERVICE PLAN	000062		07/07/2023	503-4720-475.24-10	44.48	
			000063		07/07/2023	506-4713-477.24-10	5.15	
			000064		07/07/2023	508-4810-478.24-10	59.36	
			000065		07/07/2023	511-3020-432.24-10	15.63	
			000066		07/07/2023	575-5555-485.24-15	25.62	
			000067		07/07/2023	580-4750-473.24-10	194.88	
							877.46 *	877.46
						BANK/CHECK TOTAL	82,204.77	82,204.77
						ALL BANKS/CHECKS TOTAL	82,204.77	82,204.77

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 03, 2023**

Item 11.

FUND 101	GENERAL FUND	FUND AMT.	3-Jul	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -	\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ -	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -	\$ -	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -	\$ -	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -	\$ -	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -	\$ -	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ -	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -	\$ -	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ -	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -	\$ -	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ -	\$ -	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -	\$ -	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -	\$ -	\$ 818,943.00
101.4730.472	SANITATION	\$ -	\$ -	\$ 177,467.00
101.5770.452	AQUATICS	\$ -	\$ -	\$ 246,913.00
101.5772.452	PARKS	\$ -	\$ -	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ -	\$ 115,646.00
101.5774.452	RECREATION	\$ -	\$ -	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ -	\$ -	\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ -	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ -	\$ -	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT	\$ -	\$ -	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA	\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ -	\$ -	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ -	\$ -	\$ 1,312,828.00
FUND 505	SANITATION	\$ -	\$ -	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ -	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	\$ -
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ -	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ -	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -	\$ -
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ -	\$ 496,825.00
FUND 509	MIS	\$ -	\$ -	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ -	\$ -	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ -	\$ -	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ -	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ -	\$ 808,479.00
FUND 575	HOUSING	\$ 11,437.00	\$ 11,437.00	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ -	\$ -	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ -	\$ -
FUND 582	NPUA CAPITAL WATER	\$ -	\$ -	\$ -
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 11,437.00	\$ 11,437.00	\$ 47,279,531.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
18459	4112	00	APOMIX, LLC	07/03/2023	198.00	.00
18460	4102	00	CHARLOTTE SCHROEDER	07/03/2023	4,895.00	.00
18461	3000	00	DON MCCONE	07/03/2023	783.00	.00
18462	4110	00	ELIZABETH HARR	07/03/2023	111.00	.00
18463	4109	00	HAROLD RASPLICKA	07/03/2023	323.00	.00
18464	4103	00	HELEN ELROD	07/03/2023	530.00	.00
18465	4106	00	HENRY BAGHDADY	07/03/2023	1,411.00	.00
18466	4111	00	KATHERINE LAWLER	07/03/2023	58.00	.00
18467	4104	00	RIVER GARDENS LLC	07/03/2023	1,859.00	.00
18468	4108	00	RIVER PALMS APTS LLC	07/03/2023	736.00	.00
18469	4107	00	SYLVIA POLEN	07/03/2023	533.00	.00
NUMBER OF CHECKS				11	GRAND TOTAL	11,437.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18459	4112	APOMIX, LLC	000016		07/03/2023	575-5555-485.69-51	198.00 198.00 *	198.00
18460	4102	CHARLOTTE SCHROEDER	000005 000006 000007 000008 000009		07/03/2023 07/03/2023 07/03/2023 07/03/2023 07/03/2023	575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51	624.00 1,400.00 650.00 1,006.00 1,215.00 4,895.00 *	4,895.00
18461	3000	DON MCCONE	000023		07/03/2023	575-5555-485.69-51	783.00 783.00 *	783.00
18462	4110	ELIZABETH HARR	000025		07/03/2023	575-5555-485.69-51	111.00 111.00 *	111.00
18463	4109	HAROLD RASPLICKA	000024		07/03/2023	575-5555-485.69-51	323.00 323.00 *	323.00
18464	4103	HELEN ELROD	000010		07/03/2023	575-5555-485.69-51	530.00 530.00 *	530.00
18465	4106	HENRY BAGHDADY	000017 000018 000019 000020		07/03/2023 07/03/2023 07/03/2023 07/03/2023	575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51	442.00 230.00 316.00 423.00 1,411.00 *	1,411.00
18466	4111	KATHERINE LAWLER	000026		07/03/2023	575-5555-485.69-51	58.00 58.00 *	58.00
18467	4104	RIVER GARDENS LLC	000011 000012 000013 000014 000015		07/03/2023 07/03/2023 07/03/2023 07/03/2023 07/03/2023	575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51	313.00 375.00 374.00 405.00 392.00 1,859.00 *	1,859.00
18468	4108	RIVER PALMS APTS LLC	000022		07/03/2023	575-5555-485.69-51	736.00 736.00 *	736.00
18469	4107	SYLVIA POLEN	000021		07/03/2023	575-5555-485.69-51	533.00 533.00 *	533.00
BANK/CHECK TOTAL							11,437.00	11,437.00
ALL BANKS/CHECKS TOTAL							11,437.00	11,437.00

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 13, 2023**

FUND 101	GENERAL FUND	FUND AMT.	13-Jul	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -	\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 1,366.49	\$ 1,589.88	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 6,491.89	\$ 7,805.47	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 2,372.21	\$ 8,243.58	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 477.26	\$ 816.96	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 2,450.77	\$ 3,216.20	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 2,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -	\$ 130.68	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ -	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -	\$ 199.69	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ 1,767.05	\$ 2,206.17	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 5,793.31	\$ 6,367.99	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 6,026.42	\$ 4,612.85	\$ 818,943.00
101.4730.472	SANITATION	\$ 659.77	\$ 4,062.50	\$ 177,467.00
101.5770.452	AQUATICS	\$ 53.06	\$ -	\$ 246,913.00
101.5772.452	PARKS	\$ 6,962.64	\$ 6,979.24	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 833.87	\$ 853.33	\$ 115,646.00
101.5774.452	RECREATION	\$ 1,750.72	\$ 2,170.68	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 52,630.33		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ -	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ 2,380.00	\$ 2,079.40	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT	\$ -	\$ -	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA	\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ 7,562.89	\$ 19,028.83	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ 4,844.29	\$ 12,155.25	\$ 1,312,828.00
FUND 505	SANITATION	\$ -	\$ 3,787.09	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ 461.08	\$ 531.29	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ 65.61	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 11.00	\$ 291.00	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 2,199.20	\$ 1,637.18	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ 2,275.81	
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 4,453.31	\$ 3,148.38	\$ 496,825.00
FUND 509	MIS	\$ -	\$ 6,352.80	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ 131.67	\$ -	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ 1,675.71	\$ 1,445.71	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ -	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 15,564.00	\$ 808,479.00
FUND 575	HOUSING	\$ 2,916.25	\$ 14,249.67	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ 21,886.44	\$ 170,696.62	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ -	\$ -
FUND 582	NPUA CAPITAL WATER	\$ -	\$ -	\$ -
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 101,217.78	\$ 302,222.44	\$ 47,279,531.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
18496	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	07/13/2023	1,074.00	.00
18497	3275	00	CALIFORNIA STATE DISB. UNIT	07/13/2023	255.23	.00
18498	4102	00	CHARLOTTE SCHROEDER	07/13/2023	35.00	.00
18499	1296	00	FRONTIER	07/13/2023	216.01	.00
18500	1	00	GAVIN FLETCHER	07/13/2023	1,022.41	.00
18501	1305	00	GREAT WEST LIFE	07/13/2023	5,844.00	.00
18502	3634	00	GREAT-WEST LIFE & ANNUITY	07/13/2023	934.84	.00
18503	2879	00	JENNIFER VALENZUELA	07/13/2023	477.82	.00
18504	2589	00	SAN BERNARDINO COUNTY	07/13/2023	8,516.17	.00
18505	1199	00	SEPEA TEAMSTERS LOCAL 1932	07/13/2023	1,090.65	.00
18506	1199	00	SEPEA TEAMSTERS LOCAL 1932	07/13/2023	497.87	.00
18507	4113	00	SHANEESHA PURTTY	07/13/2023	208.00	.00
18508	284	00	SOUTHWEST GAS CORP.	07/13/2023	78.51	.00
18509	3242	00	SDRMA	07/13/2023	80,967.27	.00

NUMBER OF CHECKS 14 GRAND TOTAL 101,217.78

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18496	1213	CALIFORNIA DEPT. OF TAX &	006912		07/13/2023	101-2025-424.61-02	10.23	
			006913		07/13/2023	101-1025-415.61-02	37.03	
			006913		07/13/2023	101-1040-417.61-02	13.70	
			006913		07/13/2023	101-2030-423.61-02	38.49	
			006913		07/13/2023	101-3010-431.61-05	96.41	
			006913		07/13/2023	101-5773-452.60-25	126.71	
			006913		07/13/2023	101-0000-204.06-00	313.41	
			006913		07/13/2023	101-1035-416.61-02	13.70	
			006913		07/13/2023	101-1030-414.61-01	6.12	
			006913		07/13/2023	101-5770-452.61-04	53.06	
			006913		07/13/2023	508-4810-478.61-02	186.13	
			006913		07/13/2023	580-4750-473.60-55	113.40	
			006913		07/13/2023	507-0000-203.00-00	65.61	
							1,074.00	1,074.00
18497	3275	CALIFORNIA STATE DISB.UNI	000198		07/13/2023	101-0000-209.03-01	255.23	
							255.23	255.23
18498	4102	CHARLOTTE SCHROEDER	000253		07/13/2023	575-5555-485.69-51	35.00	
							35.00	35.00
18499	1296	FRONTIER	000196		07/13/2023	101-5772-452.52-10	125.03	
			000197		07/13/2023	510-4410-405.52-10	90.98	
							216.01	216.01
18500	1	GAVIN PLETCHER	006910		07/13/2023	101-0000-204.03-01	1,022.41	
							1,022.41	1,022.41
18501	1305	GREAT WEST LIFE & ANNUITY	000199		07/13/2023	101-0000-209.03-01	3,430.00	
			000200		07/13/2023	502-0000-209.03-01	410.00	
			000201		07/13/2023	580-0000-209.03-01	2,004.00	
							5,844.00	5,844.00
18502	3634	GREAT-WEST LIFE & ANNUITY	000202		07/13/2023	101-0000-209.03-01	43.12	
			000203		07/13/2023	101-0000-209.03-01	194.13	
			000204		07/13/2023	101-0000-209.03-01	24.27	
			000205		07/13/2023	101-0000-209.03-01	213.04	
			000206		07/13/2023	101-0000-209.03-01	97.57	
			000207		07/13/2023	580-0000-209.03-01	174.52	
			000208		07/13/2023	580-0000-209.03-01	60.36	
			000209		07/13/2023	580-0000-209.03-01	127.83	
							934.84	934.84
18503	2879	JENNIFER VALENZUELA	006910		07/13/2023	101-5774-452.61-01	74.38	
			006910		07/13/2023	101-5774-452.65-10	403.44	
							477.82	477.82
18504	2589	SAN BERNARDINO COUNTY	006910		07/13/2023	101-2025-424.62-00	78.81	
			006910		07/13/2023	101-2030-423.62-00	168.51	
			006910		07/13/2023	101-3010-431.62-00	2,120.86	

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18504	2589	SAN BERNARDINO COUNTY	006910		07/13/2023	101-4730-472.62-00	284.61	
			006910		07/13/2023	101-5772-452.62-00	629.31	
			006910		07/13/2023	502-4710-471.62-00	1,122.31	
			006910		07/13/2023	503-4720-475.62-00	914.99	
			006910		07/13/2023	507-5761-453.62-00	1,276.32	
			006910		07/13/2023	508-4810-478.62-00	520.13	
			006910		07/13/2023	580-4750-473.62-00	1,400.32	
							8,516.17	8,516.17
18505	1199	SBPEA TEAMSTERS LOCAL 193	000210		07/13/2023	101-0000-209.03-01	565.48	
			000211		07/13/2023	502-0000-209.03-01	133.76	
			000212		07/13/2023	503-0000-209.03-01	30.70	
			000213		07/13/2023	508-0000-209.03-01	62.74	
			000214		07/13/2023	511-0000-209.03-01	35.64	
			000215		07/13/2023	580-0000-209.03-01	217.64	
			000216		07/13/2023	575-0000-209.03-01	44.69	
							1,090.65	1,090.65
18506	1199	SBPEA TEAMSTERS LOCAL 193	000217		07/13/2023	101-0000-209.03-01	386.49	
			000218		07/13/2023	502-0000-209.03-01	50.44	
			000219		07/13/2023	580-0000-209.03-01	60.94	
							497.87	497.87
18507	4113	SHANEESHA PURTTY	000252		07/13/2023	575-5555-485.69-51	208.00	
							208.00	208.00
18508	284	SOUTHWEST GAS CORP.	006910		07/13/2023	101-3010-431.41-60	26.82	
			006910		07/13/2023	510-4410-405.41-60	40.69	
			006910		07/13/2023	507-5761-453.41-50	11.00	
							78.51	78.51
18509	3242	SPECIAL DISTRICT RISK	000220		07/13/2023	101-1020-413.24-10	1,366.49	
			000221		07/13/2023	101-1025-415.24-10	6,454.86	
			000222		07/13/2023	101-1030-414.24-10	2,366.09	
			000223		07/13/2023	101-1035-416.24-10	463.56	
			000224		07/13/2023	101-1040-417.24-10	2,437.07	
			000225		07/13/2023	101-2025-424.24-10	1,678.01	
			000226		07/13/2023	101-2030-423.24-10	5,586.31	
			000227		07/13/2023	101-3010-431.24-10	3,782.33	
			000228		07/13/2023	101-4730-472.24-10	375.16	
			000229		07/13/2023	101-5772-452.24-10	6,208.30	
			000230		07/13/2023	101-5773-452.24-10	707.16	
			000231		07/13/2023	101-5774-452.24-10	1,272.90	
			000232		07/13/2023	101-0000-209.03-01	9,079.72	
			000233		07/13/2023	206-5771-452.24-10	1,834.28	
			000234		07/13/2023	206-0000-209.03-01	545.72	
			000235		07/13/2023	502-4710-471.24-10	4,530.34	
			000236		07/13/2023	502-0000-209.03-01	1,316.04	
			000237		07/13/2023	503-4720-475.24-10	3,030.20	
			000238		07/13/2023	503-0000-209.03-01	868.40	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18509	3242	SPECIAL DISTRICT RISK	000239		07/13/2023	506-4713-477.24-10	439.86	
			000240		07/13/2023	506-0000-209.03-01	21.22	
			000241		07/13/2023	507-5762-454.24-10	922.88	
			000242		07/13/2023	508-4810-478.24-10	2,586.05	
			000243		07/13/2023	508-0000-209.03-01	1,098.26	
			000244		07/13/2023	511-3020-432.24-10	1,254.47	
			000245		07/13/2023	511-0000-209.03-01	385.60	
			000246		07/13/2023	575-5555-485.24-10	274.04	
			000247		07/13/2023	575-5555-485.24-15	2,354.52	
			000248		07/13/2023	580-4750-473.24-10	13,781.43	
			000249		07/13/2023	580-0000-209.03-01	3,946.00	
			000250		07/13/2023	575-0000-209.03-01	548.08	
							80,967.27 *	80,967.27
						BANK/CHECK TOTAL	101,217.78	101,217.78
						ALL BANKS/CHECKS TOTAL	101,217.78	101,217.78

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 11, 2023**

Item 11.

FUND 101	GENERAL FUND	\$ 50,000.00	FUND AMT.	11-Jul	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ -	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ -	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ -	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ -	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ -	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ -	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ -	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ -	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ -		\$ -	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ -	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -		\$ -	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ -	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ -	\$ 246,913.00
101.5772.452	PARKS	\$ -		\$ -	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ -	\$ 115,646.00
101.5774.452	RECREATION	\$ -		\$ -	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 50,000.00		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ -	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY		\$ -	\$ -	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA. CONSERV RECYLING GRANT		\$ -	\$ -	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ -	\$ -	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ -	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ -	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ -	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ -	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ -	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ -	\$ 496,825.00
FUND 509	MIS		\$ -	\$ -	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ -	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ -	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$ 22,199.62
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ -	\$ 808,479.00
FUND 575	HOUSING		\$ -	\$ -	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ -	\$ -	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ -
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$ -
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 50,000.00	\$ -	\$ 47,279,531.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK	VENDOR	VENDOR
1	1	1
2	2	2
3	3	3
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NUMBER	NUMBER	SEQ#	NAME
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CHECK
DATECHECK
AMOUNTWTS/RETAINAGE
TAKEN

18481	3136	00	CITY OF NEEDLES	07/11/2023	50,000.00	.00
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NUMBER OF CHECKS	1	GRAND TOTAL	50,000.00
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PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS F

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18481	3136	CITY OF NEEDLES	000173		07/11/2023	101-0000-108.04-00	50,000.00 50,000.00 *	50,000.00
BANK/CHECK TOTAL							50,000.00	50,000.00
ALL BANKS/CHECKS TOTAL							50,000.00	50,000.00

CITY OF NEEDLES CITY COUNCIL

Item 11.

MMARY TOTALS FOR

WARRANT SUMMARY TOTALS FOR JULY 25, 2023

		FUND AMT.	25-Jul		22-23 BUDGET
FUND 101	GENERAL FUND				
101.1015.412	CITY ATTORNEY	\$ 9,010.83		\$ 70,032.90	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 5,803.50		\$ 186,053.23	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ 17.81		\$ 656,301.56	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 32,416.09		\$ 249,398.22	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 28.49		\$ 244,800.51	\$ 373,159.00
101.1040.417	ENGINEERING	\$ 687.66		\$ 277,211.55	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 187.66		\$ 41,554.22	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ -		\$ 46,206.23	\$ 59,457.00
101.2010.421	SHERIFF	\$ -		\$ 3,532,173.17	\$ 3,594,791.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 48,775.55		\$ 200,241.43	\$ 233,027.00
101.2025.424	BULDING & SAFETY	\$ 10.79		\$ 319,079.07	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 939.66		\$ 674,632.17	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 12,961.32		\$ 351,884.86	\$ 849,743.00
101.4730.472	SANITATION	\$ 2,305.09		\$ 158,204.85	\$ 166,600.00
101.5770.452.	AQUATICS	\$ -		\$ 130,450.71	\$ 194,192.00
101.5772.452	PARKS	\$ 3,778.53		\$ 568,508.05	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ 2,208.76		\$ 90,625.35	\$ 107,923.00
101.5774.452	RECREATION	\$ -		\$ 395,538.65	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 10,770.52		\$ 129,902.26	\$ 9,616,903.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ 93,691.00	\$ 1,997,266.95	\$ 4,992,512.00
FUND 205	CDBG		\$ -	\$ 7,896.00	\$ 42,692.00
FUND 206	CEMETERY		\$ -	\$ 158,434.87	\$ 202,270.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 343,959.46	\$ 343,960.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 153,828.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 31,845.91	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 26,309.12	\$ 202,478.92	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 5,807.60	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS		\$ 41,609.63	\$ 938,152.08	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 4,831.28	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 65,093.48	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 154,616.96	\$ 300,000.00
FUND 501	NPUA		\$ -	\$ 2,401,984.26	\$ 2,401,984.26
FUND 502	WATER DEPARTMENT		\$ 9,167.27	\$ 1,694,747.13	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT		\$ 10,339.68	\$ 1,187,980.05	\$ 1,241,325.00
FUND 505	SANITATION		\$ 102,203.13	\$ 1,515,737.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 946,651.75	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 778.94		\$ 577,839.24	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 2,183.94		\$ 364,072.79	\$ 370,454.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ 2,962.88		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 1,094.02	\$ 351,916.27	\$ 455,807.00
FUND 509	MIS		\$ 3,769.00	\$ 275,440.56	\$ 257,370.00
FUND 510	ADMIN. FACILITY		\$ 828.24	\$ 375,856.18	\$ 414,950.00
FUND 511	FLEET MANAGEMENT		\$ 2,664.57	\$ 222,976.88	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 22,199.62	\$ 22,199.62
FUND 520	SR DIAL A RIDE		\$ 7,261.51	\$ 200,475.76	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 1,299.06	\$ 18,586.09	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 35,342.77	\$ 442,575.36	\$ 614,438.00
FUND 580	ELECTRIC		\$ 47,909.70	\$ 10,682,526.15	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ 5,449.46	\$ 1,755,367.90	\$ 1,956,822.00
FUND 582	NPUA CAPITAL WATER		\$ 297,352.93	\$ 3,781,616.67	\$ 12,038,402.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 36,075.00	\$ 36,075.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 819,156.23	\$ 39,111,733.59	\$ 58,543,412.88

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

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

FUND 101	GENERAL FUND	FUND AMT.	25-Jul	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -	\$ -	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 26.58	\$ 1,589.88	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 526.58	\$ 7,805.47	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 4,877.45	\$ 8,243.58	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 218.29	\$ 816.96	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 408.80	\$ 3,216.20	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 2,000.00	\$ 2,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 130.68	\$ 130.68	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ -	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 70.00	\$ 199.69	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ 218.29	\$ 2,206.17	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 96.50	\$ 6,367.99	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 185.63	\$ 4,612.85	\$ 818,943.00
101.4730.472	SANITATION	\$ 3,635.00	\$ 4,062.50	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -	\$ -	\$ 246,913.00
101.5772.452	PARKS	\$ -	\$ 6,979.24	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 60.00	\$ 853.33	\$ 115,646.00
101.5774.452	RECREATION	\$ 628.24	\$ 2,170.68	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 13,082.04		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ -	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ -	\$ 2,079.40	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ -	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ -	\$ 2,819,424.00
FUND 239	CA. CONSERV RECYLING GRANT	\$ -	\$ -	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ. LOW & MOD.	\$ -	\$ -	\$ 100,954.00
FUND 501	NPUA	\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ 13,479.61	\$ 19,028.83	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ 8,199.53	\$ 12,155.25	\$ 1,312,828.00
FUND 505	SANITATION	\$ 3,775.09	\$ 3,787.09	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 531.29	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 180.00	\$ 291.00	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 652.30	\$ 1,637.18	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ 832.30	
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 77.53	\$ 3,148.38	\$ 496,825.00
FUND 509	MIS	\$ 6,149.37	\$ 9,827.17	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ 53.15	\$ -	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ 17.22	\$ 1,445.71	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ -	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ -	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ -	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 15,564.00	\$ 808,479.00
FUND 575	HOUSING	\$ 150.00	\$ 14,249.67	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ 103,298.35	\$ 170,696.62	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ -	\$ -
FUND 582	NPUA CAPITAL WATER	\$ -	\$ -	\$ -
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 149,114.19	\$ 305,696.81	\$ 47,279,531.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Jasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
18510	1924	00	AHA MACAV POWER SERVICE	07/25/2023	1,177.60	.00
18511	3635	00	ANIXTER INC	07/25/2023	5,686.30	.00
18512	3750	00	AUTO ZONE	07/25/2023	40.36	.00
18513	1	00	BEACHES DR LLC	07/25/2023	185.79	.00
18514	178	00	BIG O TIRES & NAPA AUTO PARTS	07/25/2023	122.65	.00
18515	7	00	BORDER STATES INDUSTRIES, INC.	07/25/2023	2,153.11	.00
18516	3922	00	BROOKS CONSULTING LLC	07/25/2023	7,600.00	.00
18517	3392	00	BUG EMERGENCY INC.	07/25/2023	48.00	.00
18518	1657	00	CA STATE LANDS COMMISSION	07/25/2023	580.01	.00
18519	2403	00	CDW GOVERNMENT INC.	07/25/2023	1,149.06	.00
18520	3035	00	CENTURY LINK CORP.	07/25/2023	100.00	.00
18521	3136	00	CITY OF NEEDLES	07/25/2023	68,483.58	.00
18522	2320	00	COUNTY OF SAN BERNARDINO	07/25/2023	3,775.09	.00
18523	2934	00	DANA KEPNER COMPANY INC.	07/25/2023	1,907.45	.00
18524	3809	00	DATA TICKET INC.	07/25/2023	96.30	.00
18525	440	00	DECO FOODSERVICE INCCORP.	07/25/2023	552.54	.00
18526	3580	00	DIAMOND PURE WATER	07/25/2023	96.00	.00
18527	3561	00	DIVISION OF THE STATE ARCHITECT	07/25/2023	8.00	.00
18528	501	00	DOI-BOR-REGION: LOWER COLORADO	07/25/2023	11,505.31	.00
18529	3682	00	EPIC ENGINEERING	07/25/2023	2,090.40	.00
18530	3812	00	FECHESTER & COMPANY, CPAS	07/25/2023	32,800.00	.00
18531	1	00	GAVIN FLETCHER	07/25/2023	1,022.41	.00
18532	2077	00	GOLDEN WEST INDUSTRIAL SUPPLY CORP.	07/25/2023	378.36	.00
18533	3451	00	GREENS ELECTRIC, LLC	07/25/2023	220.77	.00
18534	2612	00	HARDWARE EXPRESS INCORP.	07/25/2023	VOID	.00
18535	2612	00	HARDWARE EXPRESS INCORP.	07/25/2023	1,106.22	.00
18536	3864	00	HORIZON TECHNOLOGIES INC.	07/25/2023	980.00	.00
18537	3357	00	HOTSYS SOUTHWEST	07/25/2023	1,473.34	.00
18538	3445	00	HUMANE SOCIETY MOHAVE COUNTY	07/25/2023	51.00	.00
18539	2641	00	INTERNATIONAL CODE COUNCIL	07/25/2023	349.50	.00
18540	4000	00	JARROD DELEON	07/25/2023	712.27	.00
18541	2334	00	KERN TURF SUPPLY INC.	07/25/2023	2,003.95	.00
18542	61	00	KNORR SYSTEMS, INT'L	07/25/2023	3,667.41	.00
18543	734	00	LAFCO	07/25/2023	5,449.46	.00
18544	3977	00	LANDIS+GYR TECHNOLOGY, INC	07/25/2023	276.45	.00
18545	3240	00	LESLIE'S POOL SUPPLIES	07/25/2023	255.00	.00
18546	3783	00	MARK MARNATI	07/25/2023	600.00	.00
18547	3610	00	MOHAVE SHRED	07/25/2023	3,635.00	.00
18548	3337	00	MOJAVE DESERT & MOUNTAIN INTEGRATED	07/25/2023	2,200.58	.00
18549	1	00	MUKESH K PATEL	07/25/2023	2,000.00	.00
18550	194	00	NEEDLES CHAMBER OF COMMERCE	07/25/2023	35.70	.00
18551	1786	00	NPUA	07/25/2023	71.44	.00
18552	3315	00	ONLINE INFORMATION SERVICES	07/25/2023	744.60	.00
18553	740	00	OUR TOWN MAGAZINE	07/25/2023	263,055.95	.00
18554	4074	00	PACIFIC HYDROTECH CORPORATION	07/25/2023	820.14	.00
18555	3767	00	PATRICK MARTINEZ	07/25/2023	93,691.00	.00
18556	239	00	PHILLIPS EXCAVATING INC.	07/25/2023	178.00	.00
18557	2861	00	REINKE A/C CORP.	07/25/2023	102,203.13	.00
18558	309	00	REPUBLIC SERVICES #785	07/25/2023	521.28	.00
18559	2468	00	RON'S TIRE & AUTO REPAIR	07/25/2023	1,095.00	.00
18560	3796	00	ROUTE 66 BROADBAND LLC	07/25/2023		.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
18561	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	07/25/2023	75,084.67	.00
18562	1826	00	SIMPSON NORTON CORP.	07/25/2023	87.33	.00
18563	3344	00	SLOVAK BARON & EMPEY LLP	07/25/2023	40,280.72	.00
18564	281	00	SMART & FTNAL	07/25/2023	445.04	.00
18565	3577	00	SONSRAY MACHINERY LLC	07/25/2023	669.95	.00
18566	3982	00	SOUTHEAST PUBLICATIONS	07/25/2023	318.00	.00
18567	481	00	STAPLES BUSINESS CREDIT	07/25/2023	1,238.24	.00
18568	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	07/25/2023	1,980.00	.00
18569	4053	00	STEWART APPRAISALS	07/25/2023	500.00	.00
18570	1006	00	TAYLOR MADE	07/25/2023	773.43	.00
18571	1	00	TESLA, INC.	07/25/2023	820.55	.00
18572	4008	00	THE PRINTER GUYS LLC	07/25/2023	523.96	.00
18573	3950	00	TKE ENGINEERING INC	07/25/2023	53,437.17	.00
18574	3395	00	TKO DISTRIBUTION	07/25/2023	141.92	.00
18575	3873	00	TRANSPORTATION CONCEPTS	07/25/2023	43,903.34	.00
18576	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	07/25/2023	150.00	.00
18577	2312	00	TURF STAR INC.	07/25/2023	286.65	.00
18578	2798	00	U.S. DEPARTMENT OF ENERGY	07/25/2023	63,117.10	.00
18579	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	07/25/2023	97.50	.00
18580	3830	00	UNIFIRST CORPORATION	07/25/2023	619.19	.00
18581	761	00	USABLUEBOOK	07/25/2023	3,573.66	.00
18582	1917	00	VIRGINIA TASKER	07/25/2023	500.00	.00
18583	326	00	WESTERN ALARM SERVICE INC.	07/25/2023	60.00	.00
18584	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	07/25/2023	3,782.00	.00
18585	3967	00	WILLDAN ENGINEERING	07/25/2023	1,525.00	.00
18586	1023	00	XEROX	07/25/2023	443.87	.00
18587	3842	00	XIO, INC.	07/25/2023	20,379.04	.00
18588	1293	00	ZUBRICK T-SHIRTS	07/25/2023	10,469.00	.00
18589	3828	00	3D-NETWORKS LLC	07/25/2023	9,749.37	.00
NUMBER OF CHECKS				80	968,270.42	
				GRAND TOTAL		

PROGRAM: GM3391
CITY OF NEEDLES
WELLS FARGO BANK - CITY GENERAL CHECKING

BANK: 04

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001924	00	AHA MACAV POWER SERVICE						
ESC113500		006779	04	07/25/2023	580-4750-473.61-21	SAFETY TRAINING 6/23	633.33	
06/29/23		006780	04	07/25/2023	580-4750-473.63-12	BK 107 ACCT 5804/KENNEDY	544.27	
0003635	00	ANIXTER				VENDOR TOTAL *	1,177.60	
SE44233955.001		006782	04	07/25/2023	580-4750-473.60-55	MATERIALS-ELE	776.78	
SE43975996.003		006783	04	07/25/2023	580-4750-473.60-55	MATERIALS-ELE	1,553.56	
SE43975996.002		006784	04	07/25/2023	580-4750-473.60-55	MATERIALS-ELE	1,836.89	
SE44245492.001		000176	04	07/25/2023	580-4750-473.60-55	MATERIALS-ELE	1,519.07	
0003750	00	AUTO ZONE				VENDOR TOTAL *	5,686.30	
3699870433		000169	04	07/25/2023	101-1070-410.43-04	KITCHEN EXHAUST FAN BELT	25.84	
3699868800		006781	04	07/25/2023	580-4750-473.60-55	VEH MAINT	14.52	
0000001	00	BEACHES DR LLC				VENDOR TOTAL *	40.36	
061423EG		006790	04	07/25/2023	101-0000-204.03-01	DD REFUND 625 LAGOON	185.79	
0000178	00	BIG O TIRES & NAPA AUTO PARTS				VENDOR TOTAL *	185.79	
344213		000169	04	07/25/2023	101-1070-410.43-04	SENIOR CENTER GENERATOR	63.91	
343857		006787	04	07/25/2023	503-4720-475.43-02	VEH MAINT-WW	41.52	
344189		000169	04	07/25/2023	511-3020-432.61-28	VEH MAINT	17.22	
0000007	00	BORDER STATES INDUSTRIES, INC.				VENDOR TOTAL *	122.65	
926570624		006789	04	07/25/2023	580-4750-473.60-55	MATERIALS	1,663.77	
926594436		000178	04	07/25/2023	580-4750-473.43-57	TOOLS	489.34	
0003922	00	BROOKS CONSULTING LLC				VENDOR TOTAL *	2,153.11	
71		006785	04	07/25/2023	101-0000-204.03-01	EF2T INC SOLAR DEV	2,300.00	
72		006786	04	07/25/2023	101-0000-204.03-01	LOUTH CALLAN SOLAR DEV.	1,300.00	
74		PI0396 023095	04	07/25/2023	580-4750-473.31-16	EL ENG P.E. RETAINER	1,132.76	
70		PI0397 023095	04	07/25/2023	580-4750-473.31-16	ELE ENG P.E. RETAINER	900.00	
73		PI0398 023095	04	07/25/2023	580-4750-473.31-16	ELE ENG P.E. RETAINER	1,200.00	
74		PI0399 023096	04	07/25/2023	580-4750-473.31-16	ELE ARC FLASH STUDY	767.24	
0003392	00	BUG EMERGENCY INC.				VENDOR TOTAL *	7,600.00	
314609		006788	04	07/25/2023	503-4720-475.43-02	BLDG MAINT	48.00	
0001657	00	CA STATE LANDS COMMISSION				VENDOR TOTAL *	48.00	
58677		000170	04	07/25/2023	502-4710-471.69-03	CPI RENT (8/01/23-7/31/24)	580.01	
0002403	00	CDW GOVERNMENT				VENDOR TOTAL *	580.01	

PREPARED 07/12/2023, 15:43:04

PROGRAM: GM3461

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2024/01
REPORT NUMBER 6

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18510	1924	AHA MACAV POWER SERVICE	006779 006780		07/25/2023 07/25/2023	580-4750-473.61-21 580-4750-473.63-12	633.33 544.27 1,177.60 *	1,177.60
18511	3635	ANIXTER	006782 006783 006784 000176		07/25/2023 07/25/2023 07/25/2023 07/25/2023	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55	776.78 1,553.56 1,836.89 1,519.07 5,686.30 *	5,686.30
18512	3750	AUTO ZONE	006781 000169		07/25/2023 07/25/2023	580-4750-473.60-55 101-1070-410.43-04	14.52 25.84 40.36 *	40.36
18513	1	BEACHES DR LLC	006790		07/25/2023	101-0000-204.03-01	185.79 185.79 *	185.79
18514	178	BIG O TIRES & NAPA AUTO P	006787 000169 000169		07/25/2023 07/25/2023 07/25/2023	503-4720-475.43-02 511-3020-432.61-28 101-1070-410.43-04	41.52 17.22 63.91 122.65 *	122.65
18515	7	BORDER STATES INDUSTRIES,	006789 000178		07/25/2023 07/25/2023	580-4750-473.60-55 580-4750-473.43-57	1,663.77 489.34 2,153.11 *	2,153.11
18516	3922	BROOKS CONSULTING LLC	006785 006786 PI0396 PI0397 PI0398 PI0399	023095 023095 023095 023095 023096	07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023	101-0000-204.03-01 101-0000-204.03-01 580-4750-473.31-16 580-4750-473.31-16 580-4750-473.31-16 580-4750-473.31-16	2,300.00 1,300.00 1,132.76 900.00 1,200.00 767.24 7,600.00 *	7,600.00
18517	3392	BUG EMERGENCY INC.	006788		07/25/2023	503-4720-475.43-02	48.00 48.00 *	48.00
18518	1657	CA STATE LANDS COMMISSION	000170		07/25/2023	502-4710-471.69-03	580.01 580.01 *	580.01
18519	2403	CDW GOVERNMENT	000169 000169 000169 000169		07/25/2023 07/25/2023 07/25/2023 07/25/2023	101-1040-417.61-09 101-1030-414.61-09 101-1035-416.61-09 101-2025-424.61-09 580-4750-473.31-90	382.22 191.71 191.71 191.71 1,149.06 *	1,149.06
18520	3035	CENTURY LINK CORP.	000175		07/25/2023	507-5762-454.52-10	100.00 100.00 *	100.00

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CITY OF NEEDLES

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18521	3136	CITY OF NEEDLES	000169 000169 000169		07/25/2023 07/25/2023 07/25/2023	503-4720-475.80-43 502-4710-471.80-43 580-4750-473.80-43	7,648.75 12,130.33 48,704.50 68,483.58 *	68,483.58
18522	2320	COUNTY OF SAN BERNARDINO	000169		07/25/2023	505-4730-472.74-40	3,775.09 3,775.09 *	3,775.09
18523	2934	DANA KEPNER COMPANY INC.	006840 006841		07/25/2023 07/25/2023	502-4710-471.60-55 502-4710-471.60-55	698.80 1,208.65 1,907.45 *	1,907.45
18524	3809	DATA TICKET INC.	006919		07/25/2023	101-2030-423.31-10	96.30 96.30 *	96.30
18525	440	DECO FOODSERVICE INCORP.	006852 000170 000170		07/25/2023 07/25/2023 07/25/2023	101-5774-452.65-10 580-4750-473.61-21 502-4710-471.61-21	132.54 210.00 210.00 552.54 *	552.54
18526	3580	DIAMOND PURE WATER	006791 006792 006850 006851		07/25/2023 07/25/2023 07/25/2023 07/25/2023	510-4410-405.61-01 503-4720-475.43-02 101-5770-452.61-01 101-5774-452.61-01	48.00 12.00 18.00 18.00 96.00 *	96.00
18527	3561	DIVISION OF THE STATE ARC	006859		07/25/2023	101-0000-321.04-00	8.00 8.00 *	8.00
18528	501	DOI-BOR-REGION: LOWER COL	000171		07/25/2023	580-4750-473.63-10	11,505.31 11,505.31 *	11,505.31
18529	3682	EPIC ENGINEERING	PI0392	023047	07/25/2023	582-4710-471.71-05	2,090.40 2,090.40 *	2,090.40
18530	3812	FECHTER & COMPANY, CPAS	PI0400 PI0401 PI0402 PI0403	023115 023115 023115 023115	07/25/2023 07/25/2023 07/25/2023 07/25/2023	101-1025-415.31-49 502-4710-471.31-49 503-4720-475.31-49 580-4750-473.31-49	23,944.00 2,624.00 2,624.00 3,608.00 32,800.00 *	32,800.00
18531	1	GAVIN FLETCHER	006847		07/25/2023	101-0000-204.03-01	1,022.41 1,022.41 *	1,022.41
18532	2077	GOLDEN WEST INDUSTRIAL SU	006860		07/25/2023	507-5761-453.43-17	378.36 378.36 *	378.36
18533	3451	GREENS ELECTRIC, LLC	006793 006883 006884		07/25/2023 07/25/2023 07/25/2023	503-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-02	35.21 23.80 130.03	

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18533	3451	GREENS ELECTRIC, LLC	006885		07/25/2023	101-5770-452.43-02	31.73 220.77 *	220.77
18534	2612	HARDWARE EXPRESS INCORP.	006795		07/25/2023	503-4720-475.43-02	6.74	
18535	2612	HARDWARE EXPRESS INCORP.	006796		07/25/2023	101-5772-452.60-10	25.58	
			006797		07/25/2023	101-5772-452.60-40	7.76	
			006798		07/25/2023	101-5772-452.60-40	1.94	
			006799		07/25/2023	101-3010-431.43-02	8.15	
			006800		07/25/2023	101-3010-431.60-12	24.25	
			006801		07/25/2023	502-4710-471.60-55	28.64	
			006802		07/25/2023	101-3010-431.61-01	25.76	
			006820		07/25/2023	101-3010-431.60-11	8.56	
			006821		07/25/2023	101-3010-431.60-11	10.23	
			006822		07/25/2023	101-3010-431.60-11	5.69	
			006823		07/25/2023	101-3010-431.60-11	14.32	
			006824		07/25/2023	101-3010-431.60-11	1.49	
			006825		07/25/2023	101-3010-431.61-01	11.25	
			006826		07/25/2023	101-3010-431.60-12	46.65	
			006827		07/25/2023	101-3010-431.60-11	33.75	
			006828		07/25/2023	507-5761-453.43-08	26.60	
			006829		07/25/2023	101-2020-423.43-29	3.63	
			006830		07/25/2023	101-5772-452.43-18	36.16	
			006831		07/25/2023	101-5772-452.43-18	30.68	
			006832		07/25/2023	101-5772-452.43-18	33.75	
			006833		07/25/2023	101-5772-452.43-18	1.94	
			006834		07/25/2023	101-5772-452.43-18	7.76	
			006835		07/25/2023	101-5772-452.43-18	25.58	
			006836		07/25/2023	503-4720-475.60-55	17.40	
			006837		07/25/2023	503-4720-475.60-55	11.65	
			006838		07/25/2023	502-4710-471.60-55	36.83	
			006838		07/25/2023	502-4710-471.60-55	29.66	
			006838		07/25/2023	502-4710-471.60-55	18.40	
			006838		07/25/2023	502-4710-471.60-55	15.31	
			006838		07/25/2023	502-4710-471.60-55	9.21	
			006838		07/25/2023	502-4710-471.60-55	28.22	
			006838		07/25/2023	502-4710-471.60-55	20.63	
			006838		07/25/2023	580-4750-473.43-57	49.93	
			006838		07/25/2023	580-4750-473.60-55	22.50	
			006838		07/25/2023	580-4750-473.60-55	4.48	
			006838		07/25/2023	580-4750-473.60-55	14.31	
			006838		07/25/2023	580-4750-473.60-55	10.22	
			006838		07/25/2023	580-4750-473.60-55	2.10	
			006838		07/25/2023	580-4750-473.60-55	81.95	
			006838		07/25/2023	580-4750-473.60-55	14.32	
			006838		07/25/2023	101-2020-423.43-29	7.16	
			000170		07/25/2023	101-1070-410.43-01	26.61	
			000170		07/25/2023	101-1070-410.43-01	14.32	
			000170		07/25/2023	502-4710-471.43-57	97.22	
			000170		07/25/2023	502-4710-471.43-57	47.07	

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18535	2612	HARDWARE EXPRESS INCORP.	000170 006905 006906		07/25/2023 07/25/2023 07/25/2023	502-4710-471.60-55 101-5770-452.60-32 101-5770-452.43-02	38.47 46.04 15.35 1,106.22 *	1,106.22
18536	3864	HORIZON TECHNOLOGIES INC.	000170 000170 000170 000170 000170 000170 000170 000170		07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023	101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10 503-4720-475.52-10 502-4710-471.52-10 580-4750-473.52-10 101-3010-431.52-10	70.00 70.00 70.00 140.00 280.00 175.00 980.00 *	980.00
18537	3357	HOTSY SOUTHWEST	006861		07/25/2023	511-3021-432.43-38	1,473.34 1,473.34 *	1,473.34
18538	3445	HUMANE SOCIETY MOHAVE COU	006794		07/25/2023	101-0000-204.06-00	51.00 51.00 *	51.00
18539	2641	INTERNATIONAL CODE COUNCI	006803 006803		07/25/2023 07/25/2023	101-2025-424.31-40 101-2025-424.64-00	230.00 119.50 349.50 *	349.50
18540	4000	JARROD DELEON	006858		07/25/2023	507-5762-454.60-50	712.27 712.27 *	712.27
18541	2334	KERN TURF SUPPLY INC.	006842		07/25/2023	101-5772-452.61-20	2,003.95 2,003.95 *	2,003.95
18542	61	KNORR SYSTEMS, INT'L	006907		07/25/2023	101-5770-452.60-32	3,667.41 3,667.41 *	3,667.41
18543	734	LAFCO	000170		07/25/2023	101-1030-414.56-03	4,358.21 4,358.21 *	4,358.21
18544	3977	LANDIS+GYR TECHNOLOGY, IN	PI0404	023016	07/25/2023	581-4750-473.71-02	5,449.46 5,449.46 *	5,449.46
18545	3240	LESLIE'S POOL SUPPLIES	000170		07/25/2023	503-4720-475.60-32	276.45 276.45 *	276.45
18546	3783	MARK MARNATI	PI0394	023021	07/25/2023	101-2030-423.31-90	255.00 255.00 *	255.00
18547	3610	MOHAVE SHRED	006803		07/25/2023	508-4810-478.49-02	600.00 600.00 *	600.00
18548	3337	MOHAVE DESERT & MOUNTAIN	000181		07/25/2023	101-4730-472.56-02	3,635.00 3,635.00 *	3,635.00

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18549	1	MUKESH K PATEL	006519		07/25/2023	101-0000-204.03-01	2,200.58 2,200.58 *	2,200.58
18550	194	NEEDLES CHAMBER OF COMMER	000169		07/25/2023	101-1060-410.54-06	2,000.00 2,000.00 *	2,000.00
18551	1786	NPUA	006879		07/25/2023	502-4710-471.41-10	35.70 35.70 *	35.70
18552	3315	ONLINE INFORMATION SERVIC	006898		07/25/2023	508-4810-478.31-46	71.44 71.44 *	71.44
18553	740	OUR TOWN MAGAZINE	006862 000170		07/25/2023 07/25/2023	507-5762-454.53-00 507-5762-454.53-00	372.30 372.30 744.60 *	744.60
18554	4074	PACIFIC HYDROTECH CORPORA	PI0395	023080	07/25/2023	582-4710-471.71-05	263,055.95 263,055.95 *	263,055.95
18555	3767	PATRICK MARTINEZ	006914 006915 006916 006917 006918		07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023	101-2030-423.31-40 101-2030-423.55-00 101-1035-416.55-00 101-2025-424.55-00 101-1040-417.55-00	140.74 169.85 169.85 169.85 169.85 820.14 *	820.14
18556	239	PHILLIPS EXCAVATING INC.	PI0393	023018	07/25/2023	102-3010-431.70-06	93,691.00 93,691.00 *	93,691.00
18557	2861	REINKE A/C CORP.	006804		07/25/2023	580-4750-473.54-62	178.00 178.00 *	178.00
18558	309	REPUBLIC SERVICES #78	006877		07/25/2023	505-4730-472.31-87	102,203.13 102,203.13 *	102,203.13
18559	2468	RON'S TIRE & AUTO REPAIR	006922		07/25/2023	511-3021-432.43-43	521.28 521.28 *	521.28
18560	3796	ROUTE 66 BROADBAND LLC	000170 000170 000170 000170 000170		07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023	580-4750-473.52-10 503-4720-475.52-10 101-5774-452.52-10 101-1030-414.52-10 507-5762-454.52-10	200.00 85.00 165.00 285.00 180.00 180.00 1,095.00 *	1,095.00
18561	3361	S.B.COUNTY SHERIFF'S DEPA	006865 006866 006867 006868		07/25/2023 07/25/2023 07/25/2023 07/25/2023	101-2010-421.31-80 225-2010-421.31-80 101-2010-421.31-81 101-2010-421.43-03	19,856.50 347.50 18,242.10 3,613.06	

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18561	3361	S.B.COUNTY SHERIFF'S DEPT	006869		07/25/2023	101-2010-421.62-00	7,063.89	
			006870		07/25/2023	225-2010-421.31-81	25,961.62	
							75,084.67 *	75,084.67
18562	1826	SIMPSON NORTON CORP.	006863		07/25/2023	507-5761-453.43-04	85.63	
			006864		07/25/2023	507-5761-453.43-04	1.70	
							87.33 *	87.33
18563	3344	SLOVAK BARON EMPEY MURPHY	006848		07/25/2023	101-2030-423.31-50	723.20	
			006848		07/25/2023	101-2030-423.31-50	90.40	
			006848		07/25/2023	101-2030-423.31-50	113.00	
			006848		07/25/2023	101-2030-423.31-50	45.20	
			006848		07/25/2023	101-2030-423.31-50	1,242.59	
			006848		07/25/2023	101-2030-423.31-50	217.40	
			006848		07/25/2023	101-2030-423.31-50	3,108.63	
			006848		07/25/2023	101-2030-423.31-50	763.75	
			006848		07/25/2023	101-2030-423.31-50	790.55	
			006848		07/25/2023	101-2030-423.31-50	158.20	
			006848		07/25/2023	101-2030-423.31-50	293.80	
			006848		07/25/2023	101-2030-423.31-50	412.20	
			006848		07/25/2023	101-2030-423.31-50	45.20	
			006848		07/25/2023	101-2030-423.31-50	603.55	
			006848		07/25/2023	101-2030-423.31-50	468.20	
			006848		07/25/2023	101-2030-423.31-50	1,155.80	
			006848		07/25/2023	101-2030-423.31-50	1,111.60	
			006848		07/25/2023	101-2030-423.31-50	475.55	
			006848		07/25/2023	101-2030-423.31-50	56.00	
			006848		07/25/2023	101-2030-423.31-50	45.20	
			006848		07/25/2023	101-2030-423.31-50	361.60	
			006848		07/25/2023	101-1025-415.31-50	8,005.70	
			006848		07/25/2023	502-4710-471.31-50	160.11	
			006848		07/25/2023	580-4750-473.31-50	7,845.59	
			006848		07/25/2023	502-4710-471.31-50	192.10	
			006848		07/25/2023	503-4720-475.31-50	192.10	
			006848		07/25/2023	502-4710-471.31-50	1,933.33	
			006848		07/25/2023	503-4720-475.31-50	1,933.33	
			006848		07/25/2023	580-4750-473.31-50	1,933.34	
			006848		07/25/2023	101-1015-412.31-50	5,803.50	
							40,280.72 *	40,280.72
18564	281	SMART & FINAL CORP.	000170		07/25/2023	101-5774-452.65-10	346.84	
			000170		07/25/2023	101-5774-452.60-24	98.20	
							445.04 *	445.04
18565	3577	SONSRAY MACHINERY LLC	006844		07/25/2023	511-3021-432.43-38	669.95	
							669.95 *	669.95
18566	3982	SOUTHEAST PUBLICATIONS	006871		07/25/2023	507-5762-454.53-00	318.00	
							318.00 *	318.00

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18567	481	STAPLES	006806 006806 006806 006806 006806 006806		07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023	510-4410-405.61-06 510-4410-405.61-01 508-4810-478.61-01 508-4810-478.61-01 101-1025-415.61-01 510-4410-405.61-06 508-4810-478.61-01	177.74 499.61 20.68 58.21 93.62 67.28 321.10 1,238.24 *	1,238.24
18568	3605	STATEWIDE TRAFFIC SAFETY	006843 006920 006921		07/25/2023 07/25/2023 07/25/2023	101-3010-431.60-11 101-3010-431.61-05 101-3010-431.61-05	240.00 1,500.00 240.00 1,980.00 *	500.00 1,980.00
18569	4053	STEWART APPRAISALS	006845		07/25/2023	101-1035-416.31-90	500.00 500.00 *	500.00
18570	1006	TAYLOR MADE	006872		07/25/2023	507-5762-454.44-10	773.43 773.43 *	773.43
18571	1	TESLA, INC.	006804		07/25/2023	101-0000-204.03-01	820.55 820.55 *	820.55
18572	4008	THE PRINTER GUYS LLC	006846 006853 006874		07/25/2023 07/25/2023 07/25/2023	509-4910-479.61-02 101-1025-415.61-02 101-1025-415.61-02	169.00 145.00 209.96 523.96 *	523.96
18573	3950	TKE ENGINEERING INC	PI0407 006894 PI0410	023129 023010	07/25/2023 07/25/2023 07/25/2023	582-4710-471.71-05 582-4710-471.71-05 238-5772-452.31-16	7,232.54 4,595.00 41,609.63 53,437.17 *	53,437.17
18574	3395	TKO DISTRIBUTION	006854		07/25/2023	101-5774-452.61-06	141.92 141.92 *	141.92
18575	3873	TRANSPORTATION CONCEPTS	006886 006887 006888 006889 006890 006891 006892 006893		07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023 07/25/2023	520-4740-462.32-90 520-4740-462.51-20 520-4740-462.62-00 521-4740-462.32-90 521-4740-462.51-20 521-4740-462.62-00 525-4770-461.32-90 525-4770-461.62-00	5,587.32 1,215.79 458.40 880.51 303.95 114.60 32,344.34 2,998.43 43,903.34 *	43,903.34
18576	3693	TRI STATE COMMUNITY HEALTH	000194		07/25/2023	575-5555-485.31-20	150.00 150.00 *	150.00
18577	2312	TURF STAR INC.	006873		07/25/2023	507-5761-453.43-17	286.65	

PREPARED 07/12/2023, 15:43:04

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2024/01
REPORT NUMBER 6

PAGE 8

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18577	2312	TURF STAR INC.					286.65 *	286.65
18578	2798	U.S. DEPARTMENT OF ENERGY	006846		07/25/2023	580-4750-473.63-10	16,570.78	
			006875		07/25/2023	580-4750-473.63-10	6,188.25	
			006876		07/25/2023	580-4750-473.63-10	224.98	
			000171		07/25/2023	580-4750-473.63-10	40,133.09	
							63,117.10	63,117.10
18579	315	UNDERGROUND SERVICE ALERT	000171		07/25/2023	503-4720-475.49-14	32.50	
			000171		07/25/2023	502-4710-471.43-04	32.50	
			000171		07/25/2023	580-4750-473.49-14	32.50	
							97.50	97.50
18580	3830	UNIFIRST CORPORATION	006846		07/25/2023	580-4750-473.61-04	137.83	
			006846		07/25/2023	503-4720-475.61-04	17.13	
			006846		07/25/2023	503-4720-475.61-04	53.16	
			006855		07/25/2023	101-5774-452.61-06	9.06	
			006878		07/25/2023	507-5762-454.43-08	7.94	
			000171		07/25/2023	502-4710-471.61-04	29.64	
			000171		07/25/2023	508-4810-478.61-04	7.53	
			000171		07/25/2023	503-4720-475.61-04	16.83	
			006899		07/25/2023	508-4810-478.61-04	7.53	
			006901		07/25/2023	508-4810-478.61-04	7.53	
			000179		07/25/2023	508-4810-478.61-04	7.53	
			000180		07/25/2023	580-4750-473.61-04	137.83	
			000182		07/25/2023	101-5774-452.61-06	9.06	
			006923		07/25/2023	101-5774-452.61-06	9.06	
			006924		07/25/2023	101-3010-431.61-04	127.87	
					07/25/2023	101-5772-452.61-04	33.66	
							619.19	619.19
18581	761	USABLUBOOK	006846		07/25/2023	502-4710-471.43-57	330.68	
			006846		07/25/2023	503-4720-475.43-02	2,821.26	
			006857		07/25/2023	503-4720-475.59-75	387.35	
			000177		07/25/2023	502-4710-471.43-57	34.37	
							3,573.66	3,573.66
18582	1917	VIRGINIA TASKER	000169		07/25/2023	101-1025-415.31-90	500.00	
							500.00	500.00
18583	326	WESTERN ALARM SERVICE INC	000003		07/25/2023	101-5773-452.43-40	60.00	
							60.00	60.00
18584	3528	WESTERN ENVIRONMENTAL TES	006846		07/25/2023	503-4720-475.59-75	302.00	
			006880		07/25/2023	503-4720-475.59-75	295.00	
			006880		07/25/2023	503-4720-475.59-75	245.00	
			006880		07/25/2023	503-4720-475.59-75	645.00	
			006880		07/25/2023	503-4720-475.59-75	498.00	
			006880		07/25/2023	502-4710-471.59-75	485.00	
			006881		07/25/2023	502-4710-471.59-75	487.00	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18584	3528	WESTERN ENVIRONMENTAL TES	006881		07/25/2023	502-4710-471.59-75	125.00	
			006881		07/25/2023	502-4710-471.59-75	175.00	
			006881		07/25/2023	502-4710-471.59-75	175.00	
			006881		07/25/2023	502-4710-471.59-75	175.00	
			006881		07/25/2023	502-4710-471.59-75	175.00	
							3,782.00	3,782.00
18585	3967	WILLDAN ENGINEERING	006895		07/25/2023	101-0000-204.03-01	950.00	
			006896		07/25/2023	101-0000-204.03-01	172.50	
			006897		07/25/2023	101-2025-424.31-10	402.50	
							1,525.00	1,525.00
18586	1023	XEROX	000183		07/25/2023	101-1020-413.70-01	26.58	
			000184		07/25/2023	101-1025-415.70-01	26.58	
			000185		07/25/2023	101-1030-414.70-01	42.53	
			000186		07/25/2023	101-1035-416.70-01	26.58	
			000187		07/25/2023	101-1040-417.70-01	26.58	
			000188		07/25/2023	101-2025-424.70-01	26.58	
			000189		07/25/2023	101-2030-423.70-01	26.58	
			000190		07/25/2023	101-3010-431.70-01	10.63	
			000191		07/25/2023	510-4410-405.70-01	53.15	
			006925		07/25/2023	101-1020-413.70-01	17.81	
			006926		07/25/2023	101-1025-415.70-01	17.81	
			006927		07/25/2023	101-1030-414.70-01	28.49	
			006928		07/25/2023	101-1035-416.70-01	17.81	
			006929		07/25/2023	101-1040-417.70-01	17.81	
			006930		07/25/2023	101-2025-424.70-01	17.81	
			006931		07/25/2023	101-2030-423.70-01	17.81	
			006932		07/25/2023	101-3010-431.70-01	7.12	
			006933		07/25/2023	510-4410-405.70-01	35.61	
							443.87	443.87
18587	3842	XIO, INC.	PI0408	023128	07/25/2023	582-4710-471.71-05	20,379.04	
							20,379.04	20,379.04
18588	1293	ZUBRICK T-SHIRTS	006903		07/25/2023	101-5774-452.60-24	4,857.50	
			006904		07/25/2023	101-5774-452.60-24	5,611.50	
							10,469.00	10,469.00
18589	3828	3D-NETWORKS LLC	006845		07/25/2023	509-4910-479.31-53	425.00	
			006846		07/25/2023	509-4910-479.31-90	3,175.00	
			000192		07/25/2023	509-4910-479.31-53	400.00	
			000193		07/25/2023	509-4910-479.31-90	2,275.00	
			000254		07/25/2023	509-4910-479.61-02	1,737.00	
			000255		07/25/2023	509-4910-479.52-13	1,737.37	
							9,749.37	9,749.37
BANK/CHECK TOTAL							968,270.42	968,270.42
ALL BANKS/CHECKS TOTAL							968,270.42	968,270.42

MINUTES

**REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES**

**THE 5:00 P.M. PORTION OF THE CITY COUNCIL MEETING WAS RECESSED BY THE CITY CLERK
TO 6:00 P.M.**

**TUESDAY, JULY 11, 2023
COUNCIL EXECUTIVE SESSION – NONE
CITY COUNCIL MEETING – 6:00 PM**

CALL TO ORDER - Meeting was called to order by Vice Mayor Merritt at 6:01 PM

ROLL CALL

PRESENT

Council Member Ellen Campbell
Council Member Jamie McCorkle
Vice Mayor Kirsten Merritt
Council Member JoAnne Pogue
Council Member Tona Belt
Council Member Henry Longbrake

ABSENT

Mayor Janet Jernigan

Also in attendance were City Manager Rick Daniels, Assistant City Manager Patrick Martinez, Deputy City Attorney Lena Wade, City Clerk Dale Jones, and Assistant City Clerk Candace Clark.

PLEDGE OF ALLEGIANCE led by Vice Mayor Merritt

INVOCATION given by Vice Mayor Merritt

APPROVAL OF AGENDA - EXECUTIVE SESSION ITEM LATE ADD TO BE CONDUCTED AT THE END OF THE REGULAR MEETING:

Pursuant to Government Code Section 54954.2 (2) - Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

- a) Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9) Brian Brown v. City of Needles, et al., U.S. District Court – Central District of California, EDCV23-01118AB(RAO)

Motion made by Council Member Campbell, second by Council Member Pogue to approve the agenda with the late add item to be addressed at the end of the regular meeting. Motion carried by the following roll call vote:

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

Noes: None

Absent: Mayor Jernigan

CONFLICT OF INTEREST - None

CORRESPONDENCE - None

INTRODUCTIONS - Vice Mayor Merritt acknowledged former Council Member Tim Terral

CITY ATTORNEY – Parliamentary Procedures - Deputy City Attorney Lena Wade had nothing to report.

PUBLIC APPEARANCE -

Wayne Colburn reported that the road conditions on San Clemente near the Rodeo grounds are bad and need to be fixed.

Tim Terral suggested placing detour signs for vehicles too large to fit under K Street Bridge.

Dyrell Jones reported false documentation and asked Council and staff for help addressing the matter.

RECESSED THE CITY COUNCIL MEETING AND CONVENED A JOINT NPUA/COUNCIL MEETING at 6:08 PM

PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS - None

1. NPUA / COUNCIL: Approve the Annual Depository Agreement and authorize and direct Finance staff to make the monthly transfers from NPUA to City accounts to reimburse for fiscal year 2023-2024 payments for bond debt service, contract services, purchase payments and reimbursement of non-utility sanitation revenues deposited with the Authority, according to the approved budget

Motion made by Member/Council Member Campbell, second by Member/Council Member Longbrake, to approve the Annual Depository Agreement and authorize and direct Finance staff to make the monthly transfers from NPUA to City accounts to reimburse for fiscal year 2023-2024 payments for bond debt service, contract services, purchase payments and reimbursement of non-utility sanitation revenues deposited with the Authority, according to the approved budget.

Motion carried by the following roll call vote:

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

Noes: None

Absent: Mayor Jernigan

ADJOURNED THE JOINT NPUA / COUNCIL MEETING AND RECONVENED THE CITY COUNCIL MEETING at 6:28 PM

CALL TO ORDER (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS - None

CONSENT CALENDAR

Motion made by Council Member Campbell, second by Council Member Longbrake to approve items 2 through 9. Motion carried by the following roll call vote:

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

Noes: None

Absent: Mayor Jernigan

2. Approved the Warrants Register through July 11, 2023
3. Approved the Minutes of June 27, 2023
4. Waived the reading and adopted Resolution No. 2023-44 approving an Agreement with the Fort Mojave Indian Tribe for the Abatement of 1900 Needles Highway, also known as Assessor's Parcel Number 0185-043-05-0000 ("Best Motel") to be completed by December 31, 2023
5. Waived the reading and adopted Resolution No. 2023-43 establishing the appropriations limit for fiscal year 2023-2024 in accordance with the provisions of Division 9 of Title 1 of the California Government Code (Gann Appropriations Limit)
6. Accepted Change Order No. 1 (Final) for work completed by John Simmons Roofing for the City Hall Roofing Project and authorized staff to execute said change order and accept the Notice of Completion to be recorded with San Bernardino County Recorder's Office

7. Waived the reading and adopted Resolution No. 2023-42 approving an Amendment to the Second Amendment, (amending Resolution Nos. 2022-62 and 2023-32) to the Use Permit between the City of Needles and County of San Bernardino for the City-owned property located at 1111 Bailey Avenue
8. Approved Fourth Amendment to On-Call Consulting Services Agreement Between the City of Needles and Development Management Group, Inc. for Economic Development Consulting Services Increasing the Term and Compensation not to exceed \$70,000 included in FY 23-24 to expire June 30, 2024
9. Accepted Change Order #2 to the Public Works Agreement with Cora Constructors, Inc. for the "L" Street Water Booster Pump Station project resulting in an increase to the contract of \$10,851.40 for a new total contract amount of \$868,108.15 using California State Water Resources Control Board grant funds

END OF CONSENT CALENDAR

REGULAR COUNCIL ITEMS - None

CITY ATTORNEY REPORT

Deputy City Attorney Wade had nothing to report

CITY CLERK REPORT

Given by Dale Jones, CMC

CITY MANAGER REPORT

Given by Rick Daniels

COUNCIL REQUESTS

Councilmember Campbell expressed concern about the off ramp fire and suggested staff look into alternatives to the mulch; requested staff get the meeting videos online sooner; asked about restarting the neighborhood watch program.

Councilmember McCorkle had no requests

Council Member Pogue congratulated the city on getting the underpass open.

Councilmember Belt reported that the Visitor Center Committee met and asked about the California Welcome Center designation; requested staff look into fees charged for new homebuilders in an effort to keep people from building across the river instead of Needles.

Councilmember Longbrake attended Zach Lopez's memorial and suggested a plaque be placed in Council Chambers in his honor; reported that a resident made him aware of sidewalk issues behind the wagon; reported that the door was busted open at the visitor center and the perpetrator claimed he was dehydrated and needed water; reported that the drinking fountains at Jack Smith park have not been replaced and are still not working; reported that the new owner of Needles Point Liquor is seeking to put in a grocery store in his old pharmacy area; reported increase in thefts near Bailey and Erin streets.

Vice Mayor Merritt attended the 4th of July event at the pool and requested detour signs near the K Street Bridge.

RECESSED TO EXECUTIVE SESSION at 6:26 PM

- a) Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9)
Brian Brown v. City of Needles, et al., U.S. District Court – Central District of California,
EDCV23-01118-AB(RAO)

No Reportable Action

ADJOURNMENT to an Adjourned Regular Meeting for the Council Goal Setting Workshop, to be held Saturday, July 15, 9am - 12pm at the Needles Senior Center located at 1699 Bailey Avenue

Vice Mayor Merritt declared the regular meeting of the City Council / NPUA held on the 11th day of July, 2023, adjourned at 6:47 pm

ATTEST:

Vice Mayor Merritt

City Clerk Dale Jones, CMC



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Accept 2024 Employee Benefits plan.

Background: The City of Needles overall renewal plan for medical and ancillary coverage renewal for 2023 calendar year, has been received from Alliant and Special Districts Risk Management Association. Of the two Blue Shield PPO (SDRMA) plans offered to employees, the Gold PPO plan and the Silver PPO plan are increasing by 15.4%. Renewal rates include Affordable Care Act taxes and fees. The Dental plan is decreasing by 3%. Vision, Life and Disability plans received 0% change. The City and the 2 bargaining units mutually agreed to share equally (50%) of any increase and/or decrease to health insurance premiums commencing on or after July 1, 2013.

Fiscal Impact: Increases for the employees will range from \$670 to \$2,390 annually depending on the coverage level (employee, employee + 1, or employee + family) The shared City portion of the cost increase was anticipated and fundable within the existing budget.

Recommended Action: Accept

Submitted By: Tracy Beck, H.R. Specialist

City Management Review: Pete J. Meyer RD **Date:** 8-2-2023

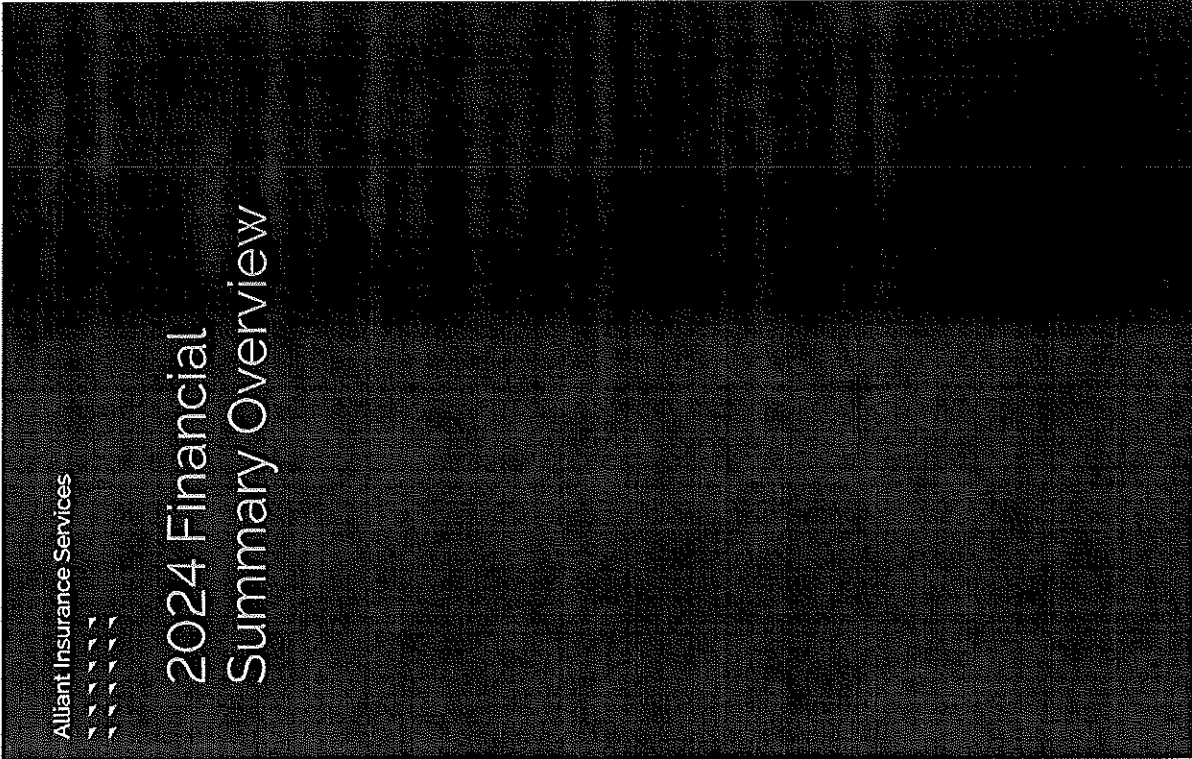
Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 13

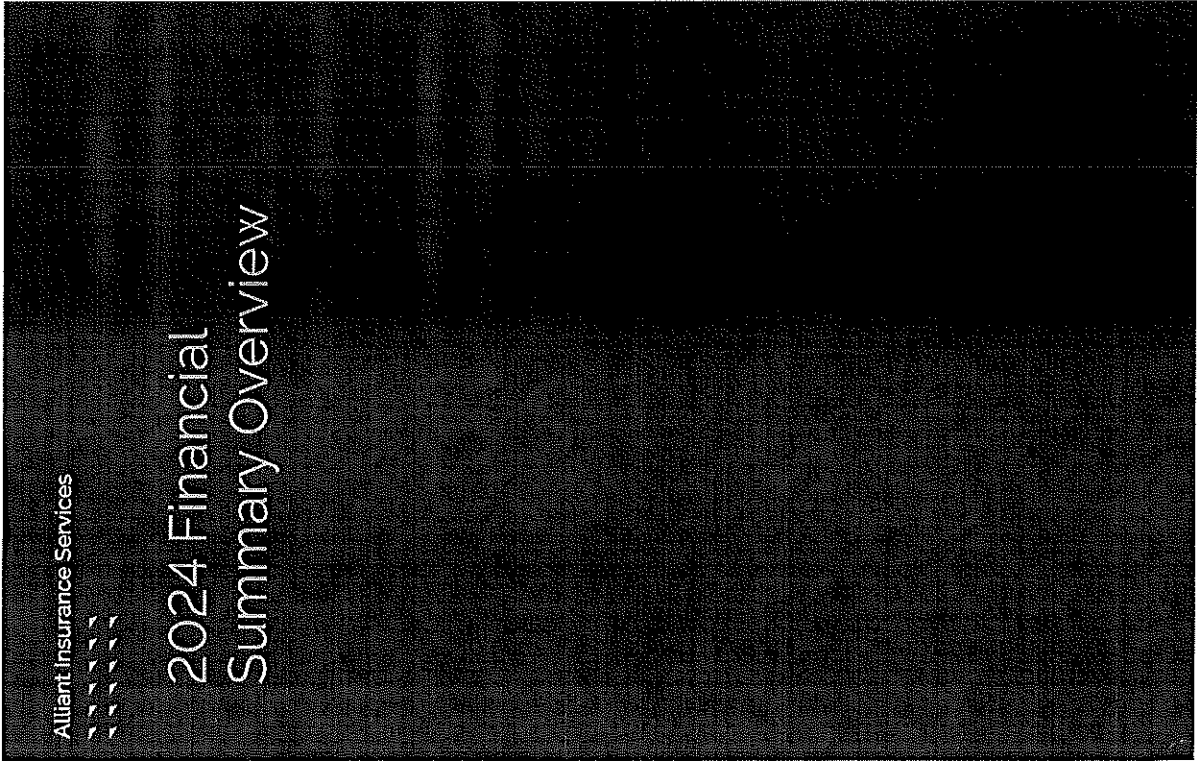


Program Overview

City of Needles– overall renewal came in at an estimated annual increase of 13.8% or \$141,818 overall

MEDICAL

- SDRMA Medical PPO renewal came in with a 15.4% increase with a 1 year rate guarantee through 12/31/2024
- Rates are based on 12 month rating/claim period. For 2024 renewal, 12 month rating/claim period was March 2022-February 2023
- During this timeframe, PRISM/SDRMA saw the following factors drive high medical inflation for the 2024 medical renewal:
 - Higher than historical trend
 - Rebound from the COVID-suppressed utilization of care resulting in rising demand for outpatient services over the past year
 - High Catastrophic claims
 - Increase in baseline medical costs and fees paid to providers stemming from higher labor costs, clinical staffing shortages, and over all inflation on supply chain costs
 - Rising costs of prescriptions drugs and specialty medications
 - Approval and expanded use of new medical technology and procedures



Dental DPPO – Delta Dental (PRISM)

Received a rate decrease (-3.0%), rates guaranteed until 12/31/2024

Vision - VSP

In a rate guarantee through 12/31/2026

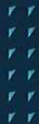
Life and Disability - Mutual of Omaha

In a rate guarantee through 12/31/2024

Basic Life and AD&D

Short Term Disability

Long Term Disability



Renewal Overview – Medical PPO

Medical Plan Benefits	SDRMA - Blue Shield PPO (GOLD)		SDRMA - Blue Shield PPO (SILVER)	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year Deductible Individual / Family	\$500 / \$1,000		\$2,000 / \$4,000	
Embedded / Aggregate	Embedded		Embedded	
Annual Out-of-Pocket Maximum Individual / Family	\$2,000 / \$4,000		\$5,000 / \$10,000	
Physician Office Visit	\$20	50%	\$30	50%
Specialist Copay	\$20	50%	\$30	50%
Preventative Care	No Charge (ded waived)	Not Covered	No Charge (ded waived)	Not Covered
Lab and X-Ray				
CT, MRI, PET scans	20% (\$100 + 20% if at Hospital)	50% (limit \$800/day)	20% (\$100 + 20% if at Hospital)	50% (limit \$800/day)
Other lab and x-ray tests	\$0 (\$25 + 20% if at Hospital)	50% (up to \$350/day in Hospital)	\$0 (\$25 + 20% if at Hospital)	50% (up to \$350/day in Hospital)
Hospitalization Inpatient	20%	50% (limit \$600/day)	20%	50% (limit \$600/day)
Outpatient	ASC: 10% (ded waived) Hospital: 20%	50% (limit \$350/day)	ASC: 10% (ded waived) Hospital: 20%	50% (limit \$350/day)
Emergency Room				
Urgent Care Services				
Chiropractic Care				
Acupuncture Care				
PRESCRIPTION DRUGS				
Deductible				
Rx Copay Out-of-Pocket Maximum	\$4,600 / \$9,200		\$200 / \$300	
Retail - 30 day supply	\$5 / \$30 / \$45		\$10 / \$20 / \$45	
Mail Order - 90 day supply	\$10 / \$75 / \$112.50		\$20 / \$40 / \$90	
Specialty Drugs	30% (up to \$150)		30% (up to \$150)	
Specialty Drugs Mail	30% (up to \$300)		30% (up to \$300)	
RATE GUARANTEE				
	1 Year (1/1/2023 - 12/31/2023)	1 Year (1/1/2024 - 12/31/2024)	1 Year (1/1/2023 - 12/31/2023)	1 Year (1/1/2024 - 12/31/2024)
MONTHLY RATES				
EE Only	Current: \$922.88	Renewal: \$1,065.02	Current: \$666.41	Renewal: \$769.41
EE + 1	\$1,838.55	\$2,121.80	\$1,320.46	\$1,523.37
EE + Family	\$2,390.63	\$2,758.34	\$1,718.04	\$1,982.75
MONTHLY PREMIUM				
	\$73,045	\$84,289	\$4,371	\$5,045
ANNUAL PREMIUM				
	\$876,534	\$1,011,468	\$52,456	\$60,539
ANNUAL DOLLAR CHANGE				
ANNUAL PERCENT CHANGE				
		\$134,934		\$8,083
		15.4%		15.4%

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the



Request for Board Action City of Needles, California

Item 14.

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA ☒ Regular ☐ Special

Meeting Date: August 8, 2023


Title: Accept NOTICE OF COMPLETION for work completed by Final Touch Construction and Design, Inc. for the Tenant Improvements/Office Space 2023 Project.

Background: On January 24, 2023, Final Touch Construction and Design, Inc. was awarded Bid Alternate No. 1 in the amount of \$70,688 plus 10% contingency for a total project cost of \$77,756 to construct one (1) new office space to be occupied by the Information Technology (I.T.) staff and convert an existing office to be a fire-resistant document storage vault.

On June 13, Change Order No. 1 was accepted in the amount of \$6,250 for the installation of flooring to be installed in the engineering and electric utility office space.

Work commenced in March 2023 and was completed on July 14, 2023.

Fiscal Impact: The Bid Alternate and Change Order No.1 resulted in a total contract amount of \$78,462 of which \$72,2121 was funded from the Admin Facility Property Capital Buildings account and \$6,250 from Electric Department Operations resulting in \$5,544.00 under budget.

 Finance Dept.

Recommendation: Accept NOTICE OF COMPLETION for work completed by Final Touch Construction and Design, Inc. for the Tenant Improvements/Office Space 2023 project and authorize a NOTICE OF COMPLETION to record with the San Bernardino County Recorder's Office.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: 

Date:  8-3-2023

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

AGENDA ITEM: 

290

RECORDING REQUESTED BY:

Item 14.

City of Needles
817 Third Street
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

City of Needles
817 Third Street
Needles, CA 92363

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or AGENT OF THE OWNER of the interest or estate stated below in the property hereinafter described.

The full NAME of the OWNER is CITY OF NEEDLES

The ADDRESS of the OWNER is 817 THIRD STREET, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 817 Third Street

The full name(s) and address(es) of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:

Contractor's Name

Contractor's Address:

Final Touch Construction and Design, Inc.

16466 Foothill Blvd., Fontana, CA 92335

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 08/08/2023 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 07/14/2023

Improvements described as

City of Needles Tenant Improvements/Office Space 2023

I, **Rick Daniels** am the
(Name of below signor)

City Manager
(Owner, President, Authorized Agent, Partner, etc.)

the declarant of the foregoing Notice of Completion. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 08/08/2023

Signature: _____

Rick Daniels, City Manager, City of Needles



Request for Board Action City of Needles, California

Item 15.

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Accept NOTICE OF COMPLETION for work completed by Tony Cossi Construction for the Recreation Center Purchase and Installation of Acoustical Absorptive Wall Panels project.

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

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

On April 5, 2023, bids were open for the project and on April 25, 2023, the project was awarded to Tony Cossi Construction at a total bid amount of \$143,970. The Notice to Proceed was issued on April 28, 2023, and the project was completed on July 25, 2023.

The project was completed within the contract time with no Change Orders.

Fiscal Impact: The bid from Tony Cossi Construction was awarded at a Not to Exceed amount of \$143,970, and the project was completed at the bid amount with no additional costs.

Finance Dept.

Recommendation: Accept NOTICE OF COMPLETION for work completed by Tony Cossi Construction for the Recreation Center Purchase and Installation of Acoustical Absorptive Wall Panels project and authorize a Notice of Completion to record with the San Bernardino County Recorder's Office.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: Patricia G. RD

Date: 8/2/2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 15

292

RECORDING REQUESTED BY:

Item 15.

City of Needles
817 Third Street
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

City of Needles
817 Third Street
Needles, CA 92363

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or AGENT OF THE OWNER of the interest or estate stated below in the property hereinafter described.

The full NAME of the OWNER is CITY OF NEEDLES

The ADDRESS of the OWNER is 817 THIRD STREET, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 1705 J Street, Needles, CA 92363

The full name(s) and address(es) of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:

Contractor's Name

Contractor's Address:

Tony Cossi Construction

6426 Medio, San Diego, CA 92114

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 08/08/2023 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 07/25/2023

Improvements described as

Recreation Center Purchase and Installation of Acoustical Absorptive Wall Panels

I, **Rick Daniels** am the **City Manager**
(Name of below signor) (Owner, President, Authorized Agent, Partner, etc.)

the declarant of the foregoing Notice of Completion. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 08/08/2023

Signature: Rick Daniels, City Manager, City of Needles



City of Needles, California Request for City Council Action

Item 16.

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: City Council Resolution No. 2023-46
A Resolution of the City Council of the City of Needles Approving an Amendment to Resolution No. 2021-57 Extending the Professional Services Agreement with Touchstone Golf, LLC for a Term of 3 Years in the amount not to exceed the current management fee of \$52,000 Per Year Plus Incentives

Background: On September 8, 2020, the City Council awarded the RFP Proposal for Golf Course Management Services to Touchstone Golf, LLC. Touchstone assumed management oversight of the Rivers Edge Golf Course Pro Shop for a yearly management fee of \$52,000 (Attached Exhibit A).

Touchstone Golf, LLC has a reputation as one of the country's preeminent firms specializing in golf course management and advisory services. Touchstone Golf also has experience managing golf courses in the local market providing services to both the Mojave Resort Golf Club and Huukan Golf Club.

On September 14, 2021, the City Council amended the Professional Services Agreement with Touchstone Golf, LLC to include management and operations services of the golf course maintenance (Attached Exhibit B).

Touchstone's expertise with golf course maintenance and projects is extensive. Clients include the City of Burbank, City of Oakland, The Presidio Trust (U.S. Government). Combined with the City's experience the golf course will continue to improve leading to increased rounds of golf and loyalty.

Hiring Touchstone Golf, LCC has created a better experience for our golfers and improved the City's financial position. Since brining Touchstone onboard, they have:

- Increased revenue over 20% during the 2022-23 Season. (North of \$110,000).
- Increased Annual Rounds of Golf by 4,000 during 2022-23 Season.
- Decreased General Fund subsidy by 20%
- Improved the Golf Course conditions from tee to green. Improved turf coverage and greens playing conditions.

Fiscal Impact: An annual base fee of \$52,000 in addition to a 20% incentive fee for the improvement in Net Operating Income Annually to be funded by the Golf Course Budget and General Fund.

Finance Department

Recommendation: Approve Resolution No 2023-46 Approving an Amendment to Resolution No. 2021-57 Extending the Professional Services Agreement with Touchstone Golf, LLC for a Term of 3 Years in the amount not to exceed the current management fee of \$52,000 Per Year Plus Incentives

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

City Management Review:



Date: 8/21/2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 16

RESOLUTION NO. 2023-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN AMENDMENT TO RESOLUTION NO. 2021-57 EXTENDING THE PROFESSIONAL SERVICES AGREEMENT WITH TOUCHSTONE GOLF, LLC FOR A TERM OF 3 YEARS IN THE AMOUNT NOT TO EXCEED THE CURRENT MANAGEMENT FEE OF \$52,000 PER YEAR PLUS INCENTIVES

WHEREAS, On September 8, 2020, the City Council awarded the Request for Proposal for Golf Course Management Services to Touchstone Golf, LLC. Touchstone assumed management oversight of the Rivers Edge Golf Course Pro Shop; and

WHEREAS, On September 14, 2021, the City Council amended the Professional Services Agreement with Touchstone Golf, LLC to include management and operations services of the golf course maintenance.

WHEREAS, Touchstone Golf, LLC has a reputation as one of the country's preeminent firms specializing in golf course management and advisory services; and

WHEREAS, Touchstone Golf also has experience managing golf courses in the local market providing services to both the Mojave Resort Golf Club and Huukan Golf Club; and

WHEREAS, Hiring Touchstone Golf, LCC has created a better experience for our golfers and improved the City's financial position.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEEDLES AS FOLLOWS:

Section 1. Amend Resolution 2021-57 by extending the professional services agreement with Touchstone Golf, LLC for a term of 3 years in the amount not to exceed the current management fee of \$52,000 per year plus incentives.

Section 2. The Mayor and City Manger are hereby authorized and directed to execute an amendment to the contract with the Consultant for the Rivers Edge Golf Course Maintenance Services.

Section 3. This resolution as now adopted shall be in full force and binding effect upon the City of Needles, CA.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 8th day of August, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

Approved as to form:

(Seal) Attest: _____

City Clerk

City Attorney

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

This Second Amendment to Professional Services Agreement Consultant Services is made and entered into as of August 8, 2023, by and between the CITY OF NEEDLES, a California Charter City, (hereinafter referred to as the "City") and Touchstone Golf, LLC, a Delaware limited liability company (hereinafter referred to as "Consultant").

RECITALS

A. City and Consultant executed that certain Professional Services Agreement dated September 23, 2020 whereby Consultant provides certain golf course management and operation services with a Golf Pro and assistants, as provided therein ("Services"), as amended by the First Amendment to Professional Services Agreement dated September 14, 2021 (collectively the "Agreement").

B. City and Consultant wish to amend the Agreement which is currently set to expire on September 30, 2023 for an additional period of three years.

AMENDMENT

1. Section 3.1.2 is hereby amended to read as follows:

Subject to Section 3.6, the Agreement shall remain in effect until the expiration of the term on September 30, 2026.

All other terms and conditions of the Agreement shall remain in full force and effect subject to this Amendment. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the date written above.

City of Needles

By: _____

Its: _____

Date: _____

Touchstone Golf, LLC

By: Stephen T Harker

Its: Chief Executive Officer

Date: _____

**CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this **September 23, 2020**, by and between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and Touchstone Golf, LLC, a Delaware limited liability company (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consulting services to the City as represented in the Request for Proposal.

2.2 Project.

To serve as the professional firm to assist the City with management oversight of the operation of the City of Needles Rivers Edge Golf Course Pro Shop (the “Golf Course Facility”), including but not limited to those Services set forth in Exhibit A.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform services and serve as Consultant (“Services”), including but not limited to those Services set forth in Exhibit B. All Services shall be subject to, and performed by Consultant in accordance with this Agreement, any exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. Subject to Section 3.6, this Agreement shall become effective when executed and shall remain in effect until the expiration of the term on September 30, 2023.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, City acknowledges that all costs associated with the operation of the Golf Course Facility shall be the responsibility of City as provided in this Agreement. The Consultant will be paid directly by the City. The Consultant will comply with Chapter 8 of the City Code and the purchasing policy referred to in Exhibit C.
- 3.2.2 Collection of Revenues. Consultant shall collect all revenues of the Pro Shop daily and the Consultant will submit all such revenues to the City using the City approved form on a daily basis (i.e. green fees, annual passes, merchandise sales, property rentals and leases). A POS system using Golf Business Solutions and a Credit Card Terminal will be provided by the City.
- 3.2.3 Project Commencement. Consultant and City acknowledge and agree that any requested Project shall commence upon approval by both parties.
- 3.2.4 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform

the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct any material errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

3.2.5 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of a Project or Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Project or the Services. If the Consultant performs any work contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Notwithstanding the foregoing, as between City and Consultant only City assumes all risk and liability associated with Americans with Disabilities Act of 1990 associated with the Golf Course Facility which are not created by Consultant.

3.2.6 Qualification and License. All employees and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed in California to practice in their respective professions.

3.2.7 Insurance.

3.2.7.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City

that the subcontractor has secured all insurance required under this section.

3.2.7.2 Minimum Requirements. Consultant shall procure and maintain for the duration of the Agreement the following types and limits of insurance. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement..

- (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the following: (1) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (2) Consultant shall comply with California requirements for worker's compensation and employer's liability insurance and shall not be insured under City's policy; (3) *Employment Practices Liability* covering claims of wrongful termination, discrimination, harassment, retaliation, and other wrongful acts arising from the employment process; and (4) *Crime Insurance / Fidelity Bond* covering losses due to theft, embezzlement, fraud, and other crimes. Consultant will not be covered under the City's workers compensation coverage as Consultant is not a City employee and Consultant has agreed to this. Consultant shall obtain workers' compensation insurance if, at any time, it hires an employee.
- (B) Minimum Limits of Insurance. (1) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (2) *Workers' Compensation*: Statutory limits and Employer's Liability \$1,000,000 per accident or disease; (3) *Employment Practices Liability*: \$1,000,000 per claim; and (4) *Crime Insurance / Fidelity Bond*: \$1,000,000 per occurrence.
- (C) Professional Errors and Omissions. Consultant shall maintain professional errors and omissions insurance in the amount of \$1 million per occurrence.

3.2.7.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

- (A) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall

be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice, except 10 days for non-payment of premium, by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers per terms and conditions of the policy"

3.2.7.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers per terms and conditions of the policy

3.2.7.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the

Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. -

3.2.7.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.

3.2.7.7 Verification of Coverage. Consultant shall furnish the City Manager with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.7.8 Indemnification. Within the limits of Consultant's insurance coverage required under this Agreement, Consultant agrees to defend and indemnify City, its officials, officers, employees, consultants, contractors, directors, agents, and volunteers from any claim that arises out of, is caused by or allegedly caused by the negligence, gross negligence or acts of Consultant or his employees, contractors, subcontractors or agents.

Within the limits of City's insurance coverage required under this Agreement, City agrees to defend and indemnify Consultant, its officials, officers, employees, consultants, contractors, directors, agents, and volunteers from any claim that arises out of, is caused by or allegedly caused by the negligence, gross negligence or acts of City or Consultant or their employees, contractors, subcontractors or agents. The City shall have no indemnification obligations under this paragraph except to the extent of insurance coverage actually provided by City's insurance and further excluding, without limitation, employment practices coverage.

3.2.7.9 City Insurance. For the duration of the agreement, City shall maintain general liability coverage in the minimum amount of \$1,000,000 per occurrence. Consultant shall be named additional insured on this coverage.

3.2.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local,

state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Responsibilities of City.

- 3.3.1 The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner.
- 3.3.2 The City designates the City Manager as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

3.4 Fees and Payments.

- 3.4.1 Consultant shall receive compensation consisting of a base fee of Five Thousand Dollars (\$5,000) per month from October-May and Three Thousand Dollars (\$3,000) per month during Summer months June-September. In addition, Consultant shall receive an incentive fee of Twenty Percent (20%) of the improvement in Net Operating Income annually under this Agreement as provided in Exhibit A. City shall also be responsible to pay to Consultant the actual amount of the salary and benefits attributable to its employees while rendering services on behalf of City as further provided in Exhibit "A". City shall be responsible for reimbursing Consultants pre-authorized expenses as provided in Section 3.4.3. City shall not be responsible for any other charges, fees or costs to Consultant under this Agreement unless the amount and purpose of the fee or charge has been approved by the City Manager in advance in writing.

- 3.4.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement for its Compensation consistent with the authorized fees and charges under Section 3.4.1. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon in accordance with this Agreement. City acknowledges that the monthly management fee is payable monthly in advance and invoices will be submitted 45 days before such management fee is due to enable timely payment, except for the initial and subsequent month that will be invoiced upon signing of this Agreement. Fees for the initial and final months shall be pro-rated based on a thirty day month for partial months. In the event that any such advanced invoice contains amounts that are not ultimately due under this Agreement, Consultant shall notify City immediately upon determining the actual amount forty five (45) days after submitting such invoice and reimburse such amount by a separate check to City within five (5) business days thereafter. Upon receipt of such payment by City for Consultant's Employees, Consultant shall pay Consultant's Employees as required by California Law. Except as otherwise provided herein, CONSULTANT shall have no responsibility or obligation to pay for any such expenses or advance them on the CITY's behalf.
- 3.4.3 Reimbursement for Expenses. Consultant shall be reimbursed for reasonable travel and out of pocket expenses approved in advance in accordance with Section 618 of the City of Needles Employee Handbook attached hereto as Exhibit D by submitting expense reports and receipts. The Consultant shall submit invoices to the City and follow the process identified in section 3.2.1. Mileage rates are limited to those published by the Internal Revenue Service. Vendors invoices will be paid by the City per the City's purchasing policy. Subject to the forgoing approval process, Consultant shall be entitled to travel expense reimbursement for Golf Course Facility visitation by Consultant's non-golf course personnel in an amount not exceed One Thousand Dollars (\$1,000.00) per visit of one to several consecutive days. However, City shall not be obligated to pay or reimburse the compensation or benefits of such non-golf course personnel.
- 3.4.4 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant

shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.5 Accounting Records.

- 3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred in performing this Agreement. All such records entries shall be clearly identifiable. At any time requested by City, Consultant shall allow any representative of the City during or after normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Upon 48 hours' notice, Consultant shall provide copies of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

- 3.6.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and with or without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.

- 3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data, programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within five (5) days of the request.

- 3.6.1.3 Intentional left blank.

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

To Consultant: **Touchstone Golf, LLC**
 11612 Bee Cave Road, Suite 150
 Austin, TX 78738
 Attention: Steve Harker
 sharker@touchstonegolf.com
 (510) 919-3017

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

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

3.6.3 Ownership of Materials and Confidentiality.

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

3.6.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is

generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

- 3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.6.5 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.6.6 Governing Law. This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Venue in any litigation between the parties hereto shall be in San Bernardino County.
- 3.6.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.6.8 City's Right to Employ Other Consultants. The City reserves the right to employ other consultants at any time for any purpose.
- 3.6.9 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.6.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 3.6.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.6.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.6.13 No Third Party Beneficiaries. The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.6.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.6.15 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.6.16 Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- 3.6.17 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business

Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.18 Warranties. Consultant shall provide Services competently and in accordance with generally accepted professional practices and standards.

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

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

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

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City Manager. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

City of Needles

By: [Signature]

Its: CITY MANAGER

Date: 9/28/20

Touchstone Golf, LLC

By: [Signature]
Stephen T. Harker

Its: Chief Executive Officer

Date: 9-25-2020

EXHIBIT A

Proposed Management Terms

[Attached behind this page]

Proposed Management Terms

Overview

The goal and intent of this arrangement is to ensure the facility will be operated for the purpose of promoting guest, member and resident satisfaction, improving the financial performance and preserving and enhancing the asset. An outline of our services is presented below.

We are proposing an arrangement whereby Consultant assumes management oversight of City of Needles Rivers Edge Golf Course Pro Shop and receives a monthly management fee and incentive.

Service Outline Summary

1. Day to day management oversight of operations of the 18-hole golf course and practice facility to ensure a high-quality experience for residents, members and guests
2. Oversight of the accounting process including planning/budgeting, daily and monthly sales reports, processing all expenses to include auditing of invoices prior to the submission to the City for payment, review of monthly budget statements, and relations, and payroll for the Consultant's Employees.
3. Overseeing the planning and implementation of all marketing programs including the development and execution of the loyalty (membership) product sales plan, tournament creation and sales, daily fee pricing/revenue management, and facility advertising.
4. Listing of Rivers Edge Golf Course on Consultant's golf outing/tournament lead generation sites.
5. Handle the employment, payroll and benefit processes of all golf course personnel that are hired and retained by the Consultant. The Consultant will hire and retain the Golf Pro and golf shop assistants ("Consultant's Employees") who will operate the Pro Shop and carry out other duties of Consultant hereunder. Golf course maintenance and other personnel will be employed by the City.

Notwithstanding the foregoing, City acknowledges that all costs associated with the operation of the Golf Course Facility that have been approved by the City Manager in writing in advance shall be paid or reimbursed by the City. By way of example, the cost of irrigation, fertilization, mowing, weeding, maintenance and repair and related grounds maintenance shall be paid directly by City to its employees and vendors providing the same with appropriate advice and oversight by Consultant as otherwise provided herein.

6. Develop and/or recruit competent Consultant staff and deploy such staff and other resources to ensure that proper care of the guests, the facility, and golf course is consistently undertaken.
7. Develop or recruit competent Consultant management that are experienced and trained in the necessary facets of golf course management, with sufficient experience in the golf course industry to oversee operations of the golf course.

8. Review and advise the City of the course and facility maintenance to improve the quality and value of the experience in an environmentally sensitive manner.

9. Carrying out its duties in a proper and business-like manner and in compliance with all applicable local, state and federal laws and regulations and ordinances.

10. Implement the Touchstone Golf Foundation to improve service on the course and community outreach.

11. Collaborate with the Golf Superintendent to maintain the golf course and facilities for consistent and continuous improvement of the quality and value of the experience.

Proposed Terms

For the operation of Rivers Edge Golf Pro Shop, the following terms shall apply.

Client/Operator: City of Needles/Consultant

Premises: Rivers Edge Golf Course, Needles, California

Term of Agreement: 3-year term with Consultant subject to Section 3.6 of the Agreement.

Base Fee: CONSULTANT shall be paid a monthly Management Fee of five thousand (\$5,000) a month from October-May and \$3,000 during Summer months June-September, payable monthly in advance.

Incentive Fee: Twenty percent (20%) of the improvement in Net Operating Income annually payable within ninety days after the completion of each fiscal year of City. Improvement in Net Operating Income shall be based on a comparison of each fiscal year's Net Operating Income with the Net Operating Income for the City's prior fiscal year for the Golf Course Facility without taking into consideration any subsidy paid by the City to maintain the operation of the Golf Course

ADA: City remains responsible for all ADA issues, expenses and liabilities at the Golf Course, unless caused by the gross negligence or intentional conduct of Consultant.

EXHIBIT B

Scope of Services

[Attached behind this page]

SCOPE OF SERVICES

CONSULTANT will operate the Golf Course Facility in a good, workmanlike and professional manner by:

1. Provide day-to-day management and oversight of operation of the Golf Course Facility;
2. Arranging for the employment of competent Consultant management that are trained in the necessary facets of Golf Course Facility management, with sufficient experience in the Golf Course Facility industry to oversee management of the Golf Course Facility;
3. Arranging for the employment of competent experienced Consultant's Employees and deploying such staff and other resources to insure proper care of the buildings, grounds and Golf Course Facility; Consultant's onsite staff shall be limited to the Consultant's Employees. Maintenance and other personnel shall be City employees. Consultant shall advise the City and its maintenance and other employees on the proper operation of the Golf Course.
4. Managing all hiring, training and termination of all Consultant's Employees. Consultant shall not have the authority to hire, fire or discipline City employees. However, Consultant shall advise the City and City employees working on or with respect to the Golf Course and may recommend retention, and discipline of City employees to the City Manager. . The Golf Professional and any replacement thereof shall be subject to the approval of CITY at all times. the City. City shall not pay Consultant's Employees directly, and they shall not be deemed employees of City. Consultant's employees shall have no right to any compensation or benefits available to City employees including, but not limited to, Cal Pers.
5. Oversight of the accounting process including planning/budgeting, daily and monthly sales reports, processing all expenses to include auditing of invoices prior to the submission to the City for payment, review of monthly budget statements, and relations, and payroll for the Consultant's Employees; all such expenditures shall require final approval of City according to its internal financial policies
6. Preparing and maintaining accurately, in all material respects, the books, accounts, and records of the operations of the Golf Course Facility and all transactions related to the Golf Course Facility;
7. Oversee the planning and implementation of all marketing programs, including developing and executing a business plan to be approved by the City, including, if applicable to the Golf Course Facility, a lodging/golf package plan, tournament/catering event sales plan, e-marketing, promoting the food and beverage operation, implementing pricing and revenue management techniques, and placing appropriate media/advertising;
8. Arranging for the purchase of such supplies and equipment as is reasonably necessary in order to operate the Golf Course Facility to be identified in the approved annual budget and in accordance with the City purchasing policies;

9. Maintaining the Golf Pro Shop and all of its facilities in a condition consistent with quality levels defined in the Fiscal year budget, business plan, and facility improvement plan;
10. Coordinating with CITY to cause the Golf Course Facility to operate in compliance with applicable laws and regulations;
11. Advise on all other matters reasonably necessary for the efficient performance of the operations in connection with the Golf Course Facility;
12. Implementation of Consultant national accounts relationships, purchase supplies and equipment, as needed, to operate the Golf Course Facility to be identified in the approved annual budget; and
13. Implementation of the Touchstone Golf Foundation to enhance guest service and community outreach.
14. Unless otherwise directed by City Manager in writing all contracts and agreements which relate specifically to the Golf Course Facility shall be entered into by and in the name of CITY and executed by a duly authorized CITY representative. CONSULTANT shall provide CITY copies of all such contracts and agreements which are binding upon or obligate CITY within ten (10) business days of their execution.
15. CONSULTANT shall timely submit for payment by the City, all operating expenses of the Golf Course Facility due to third parties. No director or officer of CONSULTANT shall have any interest in any concession at the Golf Course Facility nor in any contract for the Golf Course Facility without written approval by the CITY.
16. CONSULTANT does not give any general or specific guarantee as to the profitability of the Golf Course Facility, the attendance thereat or the revenues therefrom.
17. Upon expiration of the term of this Agreement, or upon the prior termination of this Agreement, and in any year prior to such expiration or termination, CONSULTANT agrees and covenants to cooperate fully with CITY or CITY's designated successor manager (subject to compliance with the restrictions elsewhere in this Agreement) in the smooth and businesslike transfer of the operations of Golf Course Facility to CITY or CITY's designees, except such proprietary rights as to which CONSULTANT has the sole or exclusive rights, and CONSULTANT agrees and covenants to execute all documents required or convenient to accomplish any such transfer in a timely, effective and efficient manner. On the expiration or on the termination of this Agreement for any reason, all Golf Course Facility property and interests therein, including cash, accounts, books, records, contracts; policies; licenses, permits and improvements in the Golf Course Facility , except proprietary rights as to which CONSULTANT has the sole and exclusive rights and property as to which the parties have agreed shall be the property of CONSULTANT, will be promptly turned over to CITY and be the property of CITY. Unless otherwise agreed in writing by the parties hereto, CONSULTANT shall remove its personnel and personal property from the Golf Course Facility upon such expiration or

termination. Upon such expiration or termination, CONSULTANT shall surrender to CITY all cash and other assets of the Golf Course Facility including \$200.00 cash register balance.

18. CONSULTANT shall not make, or suffer to be made, any alterations of the Golf Course Facility or any part thereof without the prior written consent of City Manager. CONSULTANT shall keep the Golf Course Facility premises and CITY's property in which such premises are situated free from any liens arising out of any work performed or material furnished to the property.

**CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this **September 23, 2020**, by and between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and Touchstone Golf, LLC, a Delaware limited liability company (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consulting services to the City as represented in the Request for Proposal.

2.2 Project.

To serve as the professional firm to assist the City with management oversight of the operation of the City of Needles Rivers Edge Golf Course Pro Shop (the “Golf Course Facility”), including but not limited to those Services set forth in Exhibit A.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform services and serve as Consultant (“Services”), including but not limited to those Services set forth in Exhibit B. All Services shall be subject to, and performed by Consultant in accordance with this Agreement, any exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. Subject to Section 3.6, this Agreement shall become effective when executed and shall remain in effect until the expiration of the term on September 30, 2023.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, City acknowledges that all costs associated with the operation of the Golf Course Facility shall be the responsibility of City as provided in this Agreement. The Consultant will be paid directly by the City. The Consultant will comply with Chapter 8 of the City Code and the purchasing policy referred to in Exhibit C.
- 3.2.2 Collection of Revenues. Consultant shall collect all revenues of the Pro Shop daily and the Consultant will submit all such revenues to the City using the City approved form on a daily basis (i.e. green fees, annual passes, merchandise sales, property rentals and leases). A POS system using Golf Business Solutions and a Credit Card Terminal will be provided by the City.
- 3.2.3 Project Commencement. Consultant and City acknowledge and agree that any requested Project shall commence upon approval by both parties.
- 3.2.4 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform

the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct any material errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

3.2.5 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of a Project or Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Project or the Services. If the Consultant performs any work contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Notwithstanding the foregoing, as between City and Consultant only City assumes all risk and liability associated with Americans with Disabilities Act of 1990 associated with the Golf Course Facility which are not created by Consultant.

3.2.6 Qualification and License. All employees and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed in California to practice in their respective professions.

3.2.7 Insurance.

3.2.7.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City

that the subcontractor has secured all insurance required under this section.

3.2.7.2 Minimum Requirements. Consultant shall procure and maintain for the duration of the Agreement the following types and limits of insurance. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement..

- (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the following: (1) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (2) Consultant shall comply with California requirements for worker's compensation and employer's liability insurance and shall not be insured under City's policy; (3) *Employment Practices Liability* covering claims of wrongful termination, discrimination, harassment, retaliation, and other wrongful acts arising from the employment process; and (4) *Crime Insurance / Fidelity Bond* covering losses due to theft, embezzlement, fraud, and other crimes. Consultant will not be covered under the City's workers compensation coverage as Consultant is not a City employee and Consultant has agreed to this. Consultant shall obtain workers' compensation insurance if, at any time, it hires an employee.
- (B) Minimum Limits of Insurance. (1) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (2) *Workers' Compensation*: Statutory limits and Employer's Liability \$1,000,000 per accident or disease; (3) *Employment Practices Liability*: \$1,000,000 per claim; and (4) *Crime Insurance / Fidelity Bond*: \$1,000,000 per occurrence.
- (C) Professional Errors and Omissions. Consultant shall maintain professional errors and omissions insurance in the amount of \$1 million per occurrence.

3.2.7.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

- (A) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall

be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice, except 10 days for non-payment of premium, by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers per terms and conditions of the policy"

3.2.7.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers per terms and conditions of the policy

3.2.7.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the

Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.7.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.

3.2.7.7 Verification of Coverage. Consultant shall furnish the City Manager with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.7.8 Indemnification. Within the limits of Consultant's insurance coverage required under this Agreement, Consultant agrees to defend and indemnify City, its officials, officers, employees, consultants, contractors, directors, agents, and volunteers from any claim that arises out of, is caused by or allegedly caused by the negligence, gross negligence or acts of Consultant or his employees, contractors, subcontractors or agents.

Within the limits of City's insurance coverage required under this Agreement, City agrees to defend and indemnify Consultant, its officials, officers, employees, consultants, contractors, directors, agents, and volunteers from any claim that arises out of, is caused by or allegedly caused by the negligence, gross negligence or acts of City or Consultant or their employees, contractors, subcontractors or agents. The City shall have no indemnification obligations under this paragraph except to the extent of insurance coverage actually provided by City's insurance and further excluding, without limitation, employment practices coverage.

3.2.7.9 City Insurance. For the duration of the agreement, City shall maintain general liability coverage in the minimum amount of \$1,000,000 per occurrence. Consultant shall be named additional insured on this coverage.

3.2.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local,

state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Responsibilities of City.

- 3.3.1 The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner.
- 3.3.2 The City designates the City Manager as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

3.4 Fees and Payments.

- 3.4.1 Consultant shall receive compensation consisting of a base fee of Five Thousand Dollars (\$5,000) per month from October-May and Three Thousand Dollars (\$3,000) per month during Summer months June-September. In addition, Consultant shall receive an incentive fee of Twenty Percent (20%) of the improvement in Net Operating Income annually under this Agreement as provided in Exhibit A. City shall also be responsible to pay to Consultant the actual amount of the salary and benefits attributable to its employees while rendering services on behalf of City as further provided in Exhibit "A". City shall be responsible for reimbursing Consultants pre-authorized expenses as provided in Section 3.4.3. City shall not be responsible for any other charges, fees or costs to Consultant under this Agreement unless the amount and purpose of the fee or charge has been approved by the City Manager in advance in writing.

- 3.4.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement for its Compensation consistent with the authorized fees and charges under Section 3.4.1. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon in accordance with this Agreement. City acknowledges that the monthly management fee is payable monthly in advance and invoices will be submitted 45 days before such management fee is due to enable timely payment, except for the initial and subsequent month that will be invoiced upon signing of this Agreement. Fees for the initial and final months shall be pro-rated based on a thirty day month for partial months. In the event that any such advanced invoice contains amounts that are not ultimately due under this Agreement, Consultant shall notify City immediately upon determining the actual amount forty five (45) days after submitting such invoice and reimburse such amount by a separate check to City within five (5) business days thereafter. Upon receipt of such payment by City for Consultant's Employees, Consultant shall pay Consultant's Employees as required by California Law. Except as otherwise provided herein, CONSULTANT shall have no responsibility or obligation to pay for any such expenses or advance them on the CITY's behalf.
- 3.4.3 Reimbursement for Expenses. Consultant shall be reimbursed for reasonable travel and out of pocket expenses approved in advance in accordance with Section 618 of the City of Needles Employee Handbook attached hereto as Exhibit D by submitting expense reports and receipts. The Consultant shall submit invoices to the City and follow the process identified in section 3.2.1. Mileage rates are limited to those published by the Internal Revenue Service. Vendors invoices will be paid by the City per the City's purchasing policy. Subject to the forgoing approval process, Consultant shall be entitled to travel expense reimbursement for Golf Course Facility visitation by Consultant's non-golf course personnel in an amount not exceed One Thousand Dollars (\$1,000.00) per visit of one to several consecutive days. However, City shall not be obligated to pay or reimburse the compensation or benefits of such non-golf course personnel.
- 3.4.4 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant

shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred in performing this Agreement. All such records entries shall be clearly identifiable. At any time requested by City, Consultant shall allow any representative of the City during or after normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Upon 48 hours' notice, Consultant shall provide copies of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and with or without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data, programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within five (5) days of the request.

3.6.1.3 Intentional left blank.

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

To Consultant: **Touchstone Golf, LLC**
 11612 Bee Cave Road, Suite 150
 Austin, TX 78738
 Attention: Steve Harker
 sharker@touchstonegolf.com
 (510) 919-3017

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

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

3.6.3 Ownership of Materials and Confidentiality.

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

3.6.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is

generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

- 3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.6.5 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.6.6 Governing Law. This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Venue in any litigation between the parties hereto shall be in San Bernardino County.
- 3.6.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.6.8 City's Right to Employ Other Consultants. The City reserves the right to employ other consultants at any time for any purpose.
- 3.6.9 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.6.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 3.6.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.6.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.6.13 No Third Party Beneficiaries. The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.6.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.6.15 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.6.16 Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- 3.6.17 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business

Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.18 Warranties. Consultant shall provide Services competently and in accordance with generally accepted professional practices and standards.

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

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

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

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City Manager. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

City of Needles

By: [Signature]

Its: CITY MANAGER

Date: 9/28/20

Touchstone Golf, LLC

By: [Signature]

Stephen T. Harker

Its: Chief Executive Officer

Date: 9-25-2020

EXHIBIT A

Proposed Management Terms

[Attached behind this page]

Proposed Management Terms

Overview

The goal and intent of this arrangement is to ensure the facility will be operated for the purpose of promoting guest, member and resident satisfaction, improving the financial performance and preserving and enhancing the asset. An outline of our services is presented below.

We are proposing an arrangement whereby Consultant assumes management oversight of City of Needles Rivers Edge Golf Course Pro Shop and receives a monthly management fee and incentive.

Service Outline Summary

1. Day to day management oversight of operations of the 18-hole golf course and practice facility to ensure a high-quality experience for residents, members and guests
2. Oversight of the accounting process including planning/budgeting, daily and monthly sales reports, processing all expenses to include auditing of invoices prior to the submission to the City for payment, review of monthly budget statements, and relations, and payroll for the Consultant's Employees.
3. Overseeing the planning and implementation of all marketing programs including the development and execution of the loyalty (membership) product sales plan, tournament creation and sales, daily fee pricing/revenue management, and facility advertising.
4. Listing of Rivers Edge Golf Course on Consultant's golf outing/tournament lead generation sites.
5. Handle the employment, payroll and benefit processes of all golf course personnel that are hired and retained by the Consultant. The Consultant will hire and retain the Golf Pro and golf shop assistants ("Consultant's Employees") who will operate the Pro Shop and carry out other duties of Consultant hereunder. Golf course maintenance and other personnel will be employed by the City.

Notwithstanding the foregoing, City acknowledges that all costs associated with the operation of the Golf Course Facility that have been approved by the City Manager in writing in advance shall be paid or reimbursed by the City. By way of example, the cost of irrigation, fertilization, mowing, weeding, maintenance and repair and related grounds maintenance shall be paid directly by City to its employees and vendors providing the same with appropriate advice and oversight by Consultant as otherwise provided herein.

6. Develop and/or recruit competent Consultant staff and deploy such staff and other resources to ensure that proper care of the guests, the facility, and golf course is consistently undertaken.
7. Develop or recruit competent Consultant management that are experienced and trained in the necessary facets of golf course management, with sufficient experience in the golf course industry to oversee operations of the golf course.

8. Review and advise the City of the course and facility maintenance to improve the quality and value of the experience in an environmentally sensitive manner.

9. Carrying out its duties in a proper and business-like manner and in compliance with all applicable local, state and federal laws and regulations and ordinances.

10. Implement the Touchstone Golf Foundation to improve service on the course and community outreach.

11. Collaborate with the Golf Superintendent to maintain the golf course and facilities for consistent and continuous improvement of the quality and value of the experience.

Proposed Terms

For the operation of Rivers Edge Golf Pro Shop, the following terms shall apply.

Client/Operator: City of Needles/Consultant

Premises: Rivers Edge Golf Course, Needles, California

Term of Agreement: 3-year term with Consultant subject to Section 3.6 of the Agreement.

Base Fee: CONSULTANT shall be paid a monthly Management Fee of five thousand (\$5,000) a month from October-May and \$3,000 during Summer months June-September, payable monthly in advance.

Incentive Fee: Twenty percent (20%) of the improvement in Net Operating Income annually payable within ninety days after the completion of each fiscal year of City. Improvement in Net Operating Income shall be based on a comparison of each fiscal year's Net Operating Income with the Net Operating Income for the City's prior fiscal year for the Golf Course Facility without taking into consideration any subsidy paid by the City to maintain the operation of the Golf Course

ADA: City remains responsible for all ADA issues, expenses and liabilities at the Golf Course, unless caused by the gross negligence or intentional conduct of Consultant.

EXHIBIT B

Scope of Services

[Attached behind this page]

SCOPE OF SERVICES

CONSULTANT will operate the Golf Course Facility in a good, workmanlike and professional manner by:

1. Provide day-to-day management and oversight of operation of the Golf Course Facility;
2. Arranging for the employment of competent Consultant management that are trained in the necessary facets of Golf Course Facility management, with sufficient experience in the Golf Course Facility industry to oversee management of the Golf Course Facility;
3. Arranging for the employment of competent experienced Consultant's Employees and deploying such staff and other resources to insure proper care of the buildings, grounds and Golf Course Facility; Consultant's onsite staff shall be limited to the Consultant's Employees. Maintenance and other personnel shall be City employees. Consultant shall advise the City and its maintenance and other employees on the proper operation of the Golf Course.
4. Managing all hiring, training and termination of all Consultant's Employees. Consultant shall not have the authority to hire, fire or discipline City employees. However, Consultant shall advise the City and City employees working on or with respect to the Golf Course and may recommend retention, and discipline of City employees to the City Manager. . The Golf Professional and any replacement thereof shall be subject to the approval of CITY at all times. the City. City shall not pay Consultant's Employees directly, and they shall not be deemed employees of City. Consultant's employees shall have no right to any compensation or benefits available to City employees including, but not limited to, Cal Pers.
5. Oversight of the accounting process including planning/budgeting, daily and monthly sales reports, processing all expenses to include auditing of invoices prior to the submission to the City for payment, review of monthly budget statements, and relations, and payroll for the Consultant's Employees; all such expenditures shall require final approval of City according to its internal financial policies
6. Preparing and maintaining accurately, in all material respects, the books, accounts, and records of the operations of the Golf Course Facility and all transactions related to the Golf Course Facility;
7. Oversee the planning and implementation of all marketing programs, including developing and executing a business plan to be approved by the City, including, if applicable to the Golf Course Facility, a lodging/golf package plan, tournament/catering event sales plan, e-marketing, promoting the food and beverage operation, implementing pricing and revenue management techniques, and placing appropriate media/advertising;
8. Arranging for the purchase of such supplies and equipment as is reasonably necessary in order to operate the Golf Course Facility to be identified in the approved annual budget and in accordance with the City purchasing policies;

9. Maintaining the Golf Pro Shop and all of its facilities in a condition consistent with quality levels defined in the Fiscal year budget, business plan, and facility improvement plan;
10. Coordinating with CITY to cause the Golf Course Facility to operate in compliance with applicable laws and regulations;
11. Advise on all other matters reasonably necessary for the efficient performance of the operations in connection with the Golf Course Facility;
12. Implementation of Consultant national accounts relationships, purchase supplies and equipment, as needed, to operate the Golf Course Facility to be identified in the approved annual budget; and
13. Implementation of the Touchstone Golf Foundation to enhance guest service and community outreach.
14. Unless otherwise directed by City Manager in writing all contracts and agreements which relate specifically to the Golf Course Facility shall be entered into by and in the name of CITY and executed by a duly authorized CITY representative. CONSULTANT shall provide CITY copies of all such contracts and agreements which are binding upon or obligate CITY within ten (10) business days of their execution.
15. CONSULTANT shall timely submit for payment by the City, all operating expenses of the Golf Course Facility due to third parties. No director or officer of CONSULTANT shall have any interest in any concession at the Golf Course Facility nor in any contract for the Golf Course Facility without written approval by the CITY.
16. CONSULTANT does not give any general or specific guarantee as to the profitability of the Golf Course Facility, the attendance thereat or the revenues therefrom.
17. Upon expiration of the term of this Agreement, or upon the prior termination of this Agreement, and in any year prior to such expiration or termination, CONSULTANT agrees and covenants to cooperate fully with CITY or CITY's designated successor manager (subject to compliance with the restrictions elsewhere in this Agreement) in the smooth and businesslike transfer of the operations of Golf Course Facility to CITY or CITY's designees, except such proprietary rights as to which CONSULTANT has the sole or exclusive rights, and CONSULTANT agrees and covenants to execute all documents required or convenient to accomplish any such transfer in a timely, effective and efficient manner. On the expiration or on the termination of this Agreement for any reason, all Golf Course Facility property and interests therein, including cash, accounts, books, records, contracts; policies; licenses, permits and improvements in the Golf Course Facility, except proprietary rights as to which CONSULTANT has the sole and exclusive rights and property as to which the parties have agreed shall be the property of CONSULTANT, will be promptly turned over to CITY and be the property of CITY. Unless otherwise agreed in writing by the parties hereto, CONSULTANT shall remove its personnel and personal property from the Golf Course Facility upon such expiration or

termination. Upon such expiration or termination, CONSULTANT shall surrender to CITY all cash and other assets of the Golf Course Facility including \$200.00 cash register balance.

18. CONSULTANT shall not make, or suffer to be made, any alterations of the Golf Course Facility or any part thereof without the prior written consent of City Manager. CONSULTANT shall keep the Golf Course Facility premises and CITY's property in which such premises are situated free from any liens arising out of any work performed or material furnished to the property.

RESOLUTION NO. 2021-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
AMENDMENTING RESOLUTION NO. 2020-56 ADDING GOLF COURSE
MANAGEMENT AND OPERATIONS SERVICES OF THE GOLF COURSE
MAINTENANCE TO THE PROFESSIONAL SERVICES AGREEMENT WITH
TOUCHSTONE GOLF, LLC IN THE AMOUNT NOT TO EXCEED THE CURRENT
MANAGEMENT FEE OF \$52,000/YR

WHEREAS, On September 8, 2020 the City of Needles awarded the RFP Proposal for Golf Course Management Services to Touchstone Golf, LLC; and

WHEREAS, Touchstone Golf, LLC has a reputation as one of the country's preeminent firms specializing in golf course management and advisory services; and

WHEREAS, Touchstone Golf also has experience managing golf courses in the local market providing services to both the Mojave Resort Golf Club and Huukan Golf Club; and

WHEREAS, Hiring Touchstone Golf, LCC for Golf Course Maintenance will set the foundation for the future of the Rivers Edge Golf Course and create a better experience for our golfers and improve the City's financial position.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEEDLES AS FOLLOWS:

Section 1. Amend Resolution 2020-56 Adding Golf Course Management and Operations of the Golf Course Maintenance to the Professional Services agreement with Touchstone Golf, LLC in the amount not to exceed the current management fee of \$52,000/yr.

Section 2. The Mayor and City Manger are hereby authorized and directed to execute an amendment to the contract with the Consultant for the Rivers Edge Golf Course Maintenance Services.

Section 3. This resolution as now adopted shall be in full force and binding effect upon the City of Needles, CA and accept Change Order #1 lowering the base fee in the Summer (June-September) to \$3,000 a month for a reduction change order of \$8,000.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 14th day of September, 2021, by the following roll call vote:

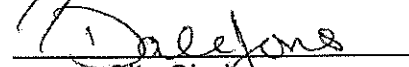
AYES: Council Members Campbell, Evans, Merritt, Paget, Belt and Longacre
NOES: None
ABSENT: None
ABSTAIN: None



Mayor

(Seal)

Attest:



City Clerk

Approved as to form:



City Attorney

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

This First Amendment is made and entered into September 14, 2021, by and between the CITY OF NEEDLES, a California Charter City, (hereinafter referred to as the "City") and Touchstone Golf, LLC, a Delaware limited liability company (hereinafter referred to as "Consultant").

RECITALS

A. City and Consultant executed that certain Professional Services Agreement ("Agreement") dated September 23, 2020 whereby Consultant provides certain golf course management and operation services with a Golf Pro and assistants, as provided therein ("Services").

B. City and Consultant wish to amend the Agreement to expand the Services provided by Consultant to also provide grounds keepers and maintenance of the golf course grounds and facilities as provided herein.

AMENDMENT

1. Section 2.1 is hereby amended to add the following to the Services:

(a) **Golf Course Greens Maintenance.** In addition to the Services previously provided under the Agreement, Consultant shall perform and assume all responsibility to maintain the Needles Municipal Golf Course ("Golf Course") in the best possible condition at all times given the budget approved by the City which shall be included in the definition of Services under the Agreement in accordance with Appendix 4 and the Golf Course Maintenance Proposal attached hereto as Exhibit "A" and made a part hereof by this reference. Without limiting the generality of the forgoing such Services shall include irrigation, mowing, fertilizing, application of pesticides, fungicides, herbicides, scalping, reseeding, overseeding, tree and bush pruning, maintaining trees, grass and plants in a healthy and lush condition, repairing and maintaining paths, fairways, putting greens, water features, sand traps, driving range, pro-shop, golf carts, lawn mowers, greens equipment and other equipment.

(b) **Employment of Personnel.** Consultant shall directly employ all employees needed to perform the Services under this Amendment and shall be solely responsible for their selection, hiring, retention, discipline, termination, safety, training, salary, compensation, tax and social security withholding, workers compensation, disability, unemployment, healthcare and other benefits. Such employees shall be properly qualified and trained and shall have all licenses and permits required by law to perform the Services.

(c) **Third Party Vendors.** Consultant is also responsible to procure and submit to City for payment all invoices from third party vendors needed to properly perform the Services, including, but not limited to, water, electric, fertilizer, pesticides, herbicides, fungicides, fuel, supplies, grass seed, mechanical maintenance, pro-shop inventory and other expenses of operating and maintaining

the Golf Course. Said third party invoices shall include the golf cart leases and mower and equipment maintenance as requested by Consultant.

(d) **Budgetary Limitations.** Consultant has presented a detailed operations and maintenance plan and budget for fiscal year July 1, 2021 through June 30, 2022 which is attached hereto as Exhibit "B" and incorporated herein by this reference. Compensation under this Amendment and operating and maintenance cost for the Golf Course shall not exceed the budgeted amounts on a cumulative or line item basis in the Budget without the prior approval of the City Council. Without limitation, all of the costs to provide the golf course operation and maintenance services under this Agreement as amended are included in the Budget.

(e) **Subsequent Years' Budgets.** Each year during the City budgeting process, City will prepare a budget for the golf course with input from Consultant and such budget will serve in place of the Budget attached hereto as Exhibit "B" for succeeding fiscal years.

Without limited the other applicable provisions of the Agreement, Consultant shall be responsible to maintain the insurance and indemnify City as provided for in Section 3.2.7 at it sole cost and expense.

2. Section 3.4.1 is hereby amended in its entirety to read in full as follows:

(a) **Reimbursement of Employees' Benefit Costs.** City shall also be responsible to reimburse Consultant (not pay directly) the actual amount of benefits ("Benefits"), being limited to healthcare benefits, and workers compensation insurance of the employees of Consultant, related to services performed while present at the golf course rendering services on behalf of City under this Agreement. Said employees shall be limited to the staff employed at the golf course to operate and maintain the facility who are employed by Consultant ("Employees"). Consultant shall provide City with a detailed line item invoice for salary and Benefits for the Employees incurred on or before the fifteenth day of the month following the month when the expenses were incurred and paid. City shall pay the invoice for Benefits within thirty days after receipt from Consultant. Under no circumstances will City be deemed to be the employer of Consultant's employees by reason of reimbursing their salaries to Consultant or otherwise. City will not be required to take any action that could be interpreted to create an employment relationship with Consultant's employees. Consultant with the prior written approval of the City Manager, or his designee, (which approval shall not be unreasonably withheld) shall continue to cause the City's payroll service (currently Paylocity) to draft the golf course operating account for the salaries of Consultant's golf course Employees inclusive only of state and federal employment taxes (and excluding any perks or benefits) related to services performed while present at the golf course rendering services on behalf of City under this Agreement prior to each applicable pay due date to such Employees. If the City Manager refuses to release salaries that are rightfully due under this subsection (a), Consultant may deliver notice to the City Manager in writing demanding approval of such salaries within 24 hours, and if the City Manager continues to refuse to approve such amounts the Consultant may terminate this Agreement,

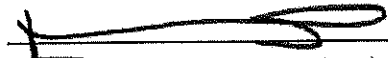
(b) **Reimbursement of Expenses.** City shall only be responsible for reimbursing Consultants pre-authorized expenses as provided in Section 3.4.3 of the original Agreement. City shall not be responsible for any other charges, fees or costs to Consultant under this Agreement unless the amount and purpose of the fee or charge has been approved by the City Manager in advance in writing.

(c) Submission of Third Party Invoices. Invoices for the Services and to third party vendors under this Amendment shall be submitted and paid in accordance with the procedures in Section 3.4.2.

All other terms and conditions of the Agreement shall remain in full force and effect subject to this Amendment. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the date written above.

City of Needles


 By: RICHARD A. DANIELS
 Its: CITY MANAGER
 Date: 9/28/21

Touchstone Golf, LLC



By: Stephen T Harker

Its: Chief Executive Officer

Date: 9/9/2021

EXHIBIT "A"
(ATTACH APPENDIX 4 AND THE GOLF COURSE MAINTENANCE PROPOSAL)

Exhibit "A"



GOLF COURSE MAINTENANCE

Staffing

1. Superintendent
2. Mechanic
3. Irrigator
4. 4 Greenskeepers (two which would be parttime or seasonal)*

Note: Likely the 3 current parttime staff become full time. The full-time staff continues with the City in another capacity.

Staff members: Other than during inclement weather, a full maintenance crew shall be on duty at the course daily supervised by an on-duty superintendent. Regular hours will be established and maintained.

Irrigation System Overview

Current Irrigation System / Process – The current system is manual and over 60 years old. A new system would enable the golf course to provide consistent quality turf (grass) to compete in the marketplace. The well produces approximately 2,200 gallons per minute at a PSI of 100, the process of watering involves setting 70 sprinklers in the quick-couplers, turning on the well, run-time of 45 minutes and then they start moving heads from the back forward until 9 holes are completely watered. It takes about 6-7 hours to do 9 holes. 9 holes are watered each night.

Irrigation Replacement Plan – Once we have the plan from Toro and/or other groups we would like to run them by our Irrigation Designer. The ideal approach would be an RFP for an irrigation design (\$25k-\$30k).

Rivers Edge Golf Course

MINIMUM MAINTENANCE SPECIFICATIONS

The maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of the Touchstone's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum standards of operation. The Touchstone's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines at the discretion of Touchstone will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments, and other unforeseen problems.

1. Greens, practice putting greens & nurseries

A. Mowing – At least six days per week at a height between 1/8" – 1/4" during the growing season and as needed during the off season.

B. Change cup locations on all greens and practice putting greens daily during the active season and at least three times weekly in the off-season or if frost or frozen ground is prevalent they will be changed when the conditions allow.

C. Repair ball marks or any other damaged turf areas on all greens and practices greens daily.

D. Aerify all greens, practice putting greens and nurseries at least one time per year during the growing season. Aerify problem areas as often as necessary to produce superior turf quality.

E. Topdress all greens, practice putting greens and nurseries:

A. After any aerification performed with 1/2 " or larger tines.

B. As needed to maintain a smooth putting surface.

C. Topdressing will be sand or mix specific to the needs of the greens.

F. Light vertical mowing of all greens, practice putting greens and nurseries shall be performed as appropriate to smooth and true the putting surfaces.

G. Bare spots on greens will be re-seeded or sodded.

H. Maintaining the overall golf course appearance and play level to conform to the standards of like public and/or daily-fee golf courses.

2. Tees – All areas used for tee surface

- A. Mowing – All tees shall be mowed at a height between 3/8" – 5/8" one to two times per week during growing season and as necessary during off season.
- B. Topdressing – All worn areas on tees shall be topdressed at least weekly to fill divots and level tee surface.
- C. Setup – Tee markers and all tee equipment shall be moved daily in season for proper play and control of turf wear or as needed in the warmer months.
- D. Vertical Mowing – All tees shall be verticut as necessary to control mat or thatch build-up.
- E. Aerification – All tees shall be aerified one times during the remainder of the year.

3. Fairways – All areas of play except green, tees, roughs and natural growth areas

- A. Mowing - All fairways shall be mowed at least one to two times per week at a height between 1/2" – 5/8" during the growing season and as needed for the balance of the year.
- B. Aerification – All fairways shall be aerified a minimum of one time per year during the growing season.
- C. Vertical mowing – All fairways shall be verticut as necessary to control mat or thatch build-up as needed.

4. Roughs – All turfed areas of play except greens, tees, fairways

- A. Mowing & Care - All roughs shall be mowed weekly during the growing season and as necessary during the balance of the year, at heights between 1" and 2".
- B. All desert areas or natural growth areas shall also be taken care of as necessary, to provide a visually acceptable area. Such areas are to be maintained free of excessive trash, weeds and pests. Such natural growth areas may be improved and may from time to time be subjected to irrigation, cultivation, pruning, or other such practices as may be necessary or desirable to establish growth.

Annual Overseeding

- A. Overseeding of the tees, greens and fairways in early fall. Mid-September through Mid-October is optimal. From start to finish this process will take 3-4 weeks.
- B. Verticutting 2 -3 directions on tees and greens. The use of growth regulators (primo, cutless or Anew) a week prior to overseed will reduce the competition of bermuda and ryegrass.
- C. Spraying of fairways with diquat will take the place of verticutting and scalping of the turf.
- D. Overseeding Rates:
 - Rye – fairways, tees 550 – 650 #/acre is optimal.
 - Greens – 20 # rye/1000
 - Greens – 15 # poa triv/1000
 - Greens – Optional 2# bent/1000
 - The use of 2 different seeds for the greens would be preferred
- E. Watering after over seed is the most critical duties as the need to move heads after 5-10 minutes run time and get 6 -10 cycles per day. Until fully grown in. 10-14 day is typical before being able to mow first cut.

Note: Overseeding all areas with ryegrass is the most cost-effective process. Using rye/poa-triv on greens only would improve green quality but would increase costs upward of \$5,000-\$10,000 depending on rates of seed. This will be considered in the budget process.

5. Driving Range – Entire Driving Range

- A. Maintaining the driving range to the standards of like public and/or daily-fee golf courses.

6. Trees – All trees within the property lines of the golf course

- A. A tree plan will be developed with the City.

7. Irrigation

- A. The golf course shall be irrigated as to support proper growth of golf turf and associated landscaping using the system provided.

8. Fences

- A. Repair all broken or damaged fencing as necessary.

- B. Immediately repair or replace as necessary all fences, gates and locking devices needed for the protection of the golf course or equipment.

9. Clubhouse and structures

- A. The golf course superintendent is responsible for all facilities and structures maintenance, including the clubhouse, cart barn, maintenance building and all other building structures.
- B. All Buildings and structures shall be maintained in good repair at all times. Surrounding areas shall be maintained free of weeds, brush, disorganized junk or broken-down equipment, trash piles, etc. Interior areas shall be clean and neatly organized, painting, rodent and insect control, and landscaping shall be performed as necessary. "Housekeeping" duties shall be assigned to all maintenance crew members and shall be performed daily.
- C. Cart paths – maintain all cart paths in a smooth and clean condition, free of standing water or mud, and repair promptly as needed.
- D. Cart barn will be kept in good repair
- E. Course Restrooms – All course restrooms shall be maintained daily to provide clean and sanitary facilities for the users and employees of the course. Soap, towels, toilet paper, etc. shall be provided in adequate quantity at all times.
- F. All signs will be kept in good repair and refinished or painted as needed.

10. Sand traps

- A. All sand traps shall be edged as necessary to maintain an appropriate lip, raked 3 to 5 times a week in season and filled with fresh bunker sand as needed to maintain a minimum 1" depth on slopes and 2" in the bottom.

11. Trash and refuse

- A. Shall be collected daily in season and removed from the property as necessary to ensure minimal problems from refuse odors, insects, etc. Approved trash receptacles shall be conveniently stationed on tees and other appropriate areas and emptied daily.

12. Gophers and ground squirrel pest control

A. Shall be routinely performed throughout the property on an on-going basis, in such a manner that pest populations are steadily reduced and eventually eliminated with the minimum use of pesticides.

13. Aquatic

A. All lakes, ponds and streams shall be maintained in a safe and sanitary manner and in good appearance with minimal use of any algicides or other chemicals.

14. Soil and Water Tests

A. Analysis will be performed yearly by an approved professional laboratory. Most fertilizer companies will do this at no charge.

15. Fertilizer and Pesticides

A. All use of fertilizers, fungicides, and insecticides will be minimized. This will include the development of an Integrated Pest Management Program (IPM).

16. Equipment Maintenance

A. The equipment will be provided by the City. Service equipment on schedule as detailed by the manufacturer. Keep records of all maintenance and repairs for each unit. Provide the City with an annual update on the condition of the equipment and a recommendation on any replacement units.

17. Construction and remodeling

A. Any change in the physical characteristics of any area of the golf course, such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), movement of soil exceeding 40 cubic yards in any single area, or the modification of any portion of the golf course or the buildings, shall only be undertaken with the direct approval of the City.

Appendix 4

Golf Course Maintenance

Golf Course Maintenance

Touchstone would work with the City to define the golf course maintenance plan based on Touchstone's experience in the Mohave Valley and present a detailed budget approved for golf course maintenance.

To maintain a high-quality golf course and guest experience at the Rivers Edge golf facility, Touchstone will commit to a plan for golf course maintenance that ensures the golf course is playable and enjoyable. Touchstone has a systematic process for getting this done. We will begin by assessing and, if necessary, re-establishing a vision for facility conditions. Next, we will consult and work with the City of Needles and to formalize the maintenance standards to identify the outcomes required to achieve the vision. Once these outcomes are defined, Touchstone will schedule and complete the work to realize those outcomes and maintain the golf course to deliver those outcomes. In addition to regular maintenance activities, Touchstone will manage and complete a list of priority projects, as identified in consultation with the golf course's General Manager and Superintendent, as well as with representatives of the City. Our course maintenance discipline yields a consistent and sustainable high-quality customer experience.

Maintenance Quality Standards

To meet the expectations for course conditions will require the full commitment and dedication of the Superintendent and maintenance staff. We anticipate retaining the current golf course maintenance staff, thereby assuring a measure of continuity in the day-to-day operation. To assure that management and golf course staff are aligned and communicating about the objectives for maintenance, Touchstone will require the following at the Rivers Edge golf facility:



Lake Chabot - City of Oakland

- The Superintendent will post a quarterly calendar displaying all activities that relate to turf management, cultural practices and improvements, including aeration, fertilization, herbicide applications, turf replacement and capital improvement projects. This plan will be approved by Touchstone executive management.
- The Superintendent will develop a monthly improvement plan. Touchstone executive management and the General Manager will monitor the maintenance staff's performance in meeting the objectives of the plan. Management will hold the superintendent accountable for executing the plan, taking any corrective measures needed and producing results.

Touchstone has a proven track record coming into municipal golf course situations and immediately addressing golf course conditions within budget constraints. Our focus and prioritization of issues, addressed by capable leadership, has led to some remarkable conditioning turnaround situations. We encourage the City of Needles to reach out to our references to understand our commitment to golf

course maintenance. Below is a recent Facebook post by a very satisfied local golfer in Burbank that plays at DeBell Golf Course, an addition to the Touchstone management portfolio as of the beginning of 2019.

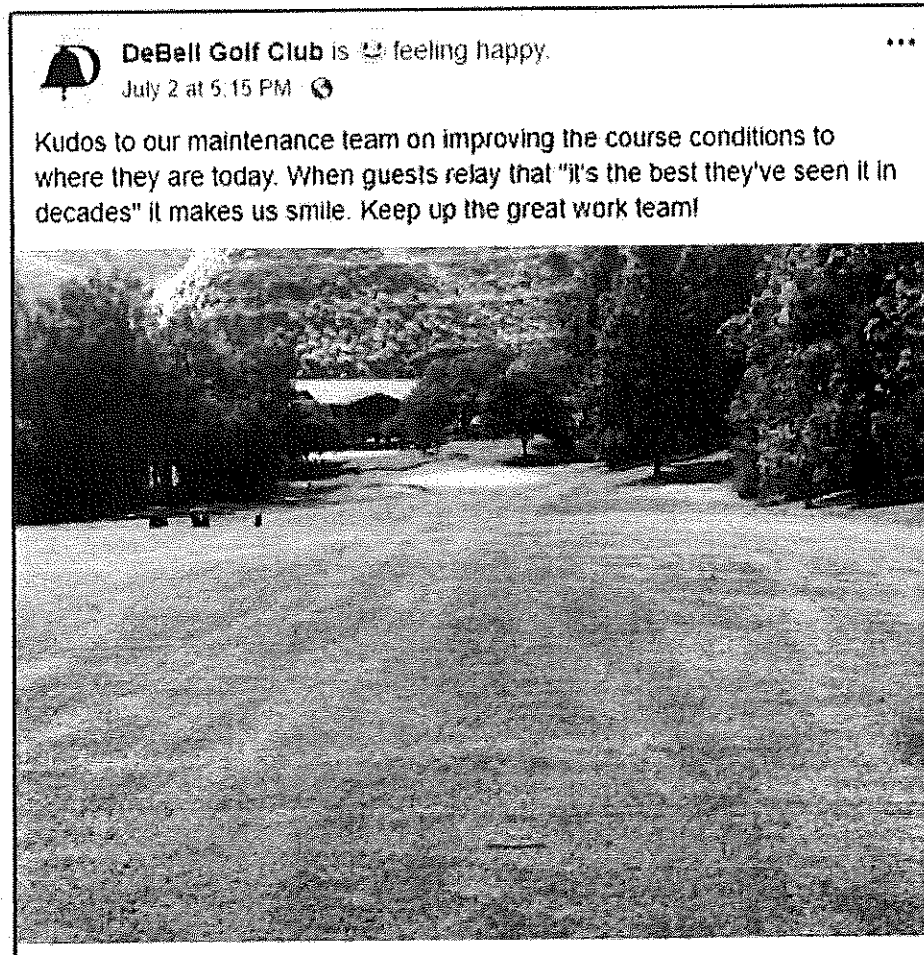


EXHIBIT "B"
(ATTACH BUDGET)

Touchstone Golf - Maintenance Budget
Rivers Edge Golf Course
City of Needles, California

Comparison

	FY 2022 Approved Maint. Budget	9/5/21 SH Touchstone Budget Oct-Jun FY 2022	City Actual + Forecast Jul-Sep	City ongoing expenses in FY 2022	NEW FY 2022 Maint. Budget	Variance from approved budget
Expenses:						
507-5761-453.10-10 *SALARIES	275,736	210,081	26,800	37,755	64,555	(211,181)
507-5761-453.10-20 *OVERTIME	20,000	5,400	624	974	1,598	(18,402)
507-5761-453.23-10 *FICA SOC SEC/M-CARE INS	22,624	21,947	2,020	2,905	4,925	(17,699)
507-5761-453.24-01 *UNEMPLOYMENT	-	-	309	927	1,236	1,236
507-5761-453.24-10 *GROUP INSURANCE	61,559	24,760	9,563	12,284	21,846	(39,713)
507-5761-453.24-30 *WORKERS ' COMPENSATIOI	13,560	9,356	2,433	1,217	3,650	(9,910)
507-5761-453.25-00 *PERS/RETIREMENT CONTRI	21,994	-	2,838	1,743	4,580	(17,414)
507-5761-453.25-01 *PERS-UNFUNDED LIABILITY	16,353	-	3,044	13,295	16,339	(14)
507-5761-453.31-20 MEDICAL EXAMS	750	-	-	-	-	(750)
507-5761-453.31-40 EDUCATIONAL TRAINING	200	600	-	-	-	(200)
Payroll Processing (vacation on detail tab)	-	2,700	-	-	-	-
Subtotal	432,776	274,845	47,631	71,100	118,730	(314,046)
507-5761-453.31-89 MANAGEMENT AGREEMENT	-	0	-	-	-	-
507-5761-453.31-90 OTHER PROFESSIONAL SVS.	-	-	-	-	274,845	274,845
507-5761-453.41-10 ELECTRIC UTILITIES	1,000	765	-	-	765	(235)
507-5761-453.41-20 WATER UTILITIES	150,900	112,500	12,505	-	125,005	(25,895)
507-5761-453.41-50 GAS UTILITIES	800	603	23	-	626	(174)
507-5761-453.43-03 VEHICLE MAINT/REPAIR	300	-	-	-	-	(300)
507-5761-453.43-04 EQUIPMENT MAINT. & REPAI	30,000	27,900	1,830	-	29,730	(270)
507-5761-453.43-08 BLDG. MAINT & REPAIRS	300	250	20	-	270	(30)
507-5761-453.43-17 GOLF MAINT & REPAIR	6,000	6,000	243	-	6,243	243
507-5761-453.43-34 TREE TRIMMING	9,800	15,000	-	-	15,000	5,200
507-5761-453.43-40 SECURITY MONITORING	396	315	102	-	417	21
507-5761-453.51-11 *LIABILITY INSURANCE	9,500	-	1,671	-	1,671	(7,829)
507-5761-453.51-12 *BLANKET BOND-COM'L. CRII	101	-	101	-	101	-
507-5761-453.51-15 *PROPERTY INSURANCE	930	-	154	-	154	(776)
507-5761-453.52-10 TELEPHONE	3,200	2,250	272	-	2,522	(678)
507-5761-453.53-00 ADVERTISING	-	-	409	-	409	409
507-5761-453.55-00 TRAVEL PER DIEM	118	180	-	-	180	62
507-5761-453.59-55 HAZ WASTE REMOVAL - OIL	2,310	-	-	-	-	(2,310)
507-5761-453.60-10 CHEMICAL SUPPLIES	3,000	8,000	-	-	8,000	5,000
507-5761-453.60-28 BOOTS	615	-	-	-	-	(615)
507-5761-453.61-01 OFFICE SUPPLIES	26	-	-	-	-	(26)
507-5761-453.61-02 COMPUTER/PRINTER SUPPL	-	-	-	-	-	-
507-5761-453.61-04 UNIFORMS	2,350	1,500	128	-	1,628	(722)
507-5761-453.61-07 SEED	54,000	3,000	-	79,062	82,062	28,062
507-5761-453.61-08 FERTILIZER	4,458	20,500	-	-	20,500	16,042
507-5761-453.61-11 SAND & TOP DRESSING SUP	-	12,000	-	-	12,000	12,000
507-5761-453.61-12 IRRIGATION & DRAINS SUPP	10,000	6,750	3,272	-	10,022	22
507-5761-453.61-21 SAFETY EQUIPMENT	350	-	-	-	-	(350)
507-5761-453.62-00 VEHICLE FUEL	7,000	8,400	595	-	8,995	1,995
507-5761-453.63-00 OPERATING SUPPLIES	1,500	4,710	191	-	4,901	3,401
507-5761-453.72-17 CAPITAL EQUIP/IMPROVEME	-	0	0	0	-	-
Subtotal	298,954	230,623	21,516	79,062	331,203	32,249
Total Expenses	731,730	505,468	69,146	150,162	724,777	(6,953)



City of Needles, California Staff Report

Item 17.

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☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Approve filing of a claim for Local Transportation Fund (LTF) and State Transit Assistance (STA) Funds for the fiscal year 2023-2024

Background: Staff is seeking approval to file a claim for LTF and STA for funding of the Needles Area Transit, Senior Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot programs for the 2023-2024 fiscal year. The claim is based on budget numbers submitted for approval at the June 27, 2023 council meeting and includes operational and administrative expenses, the city's share of costs to participate in a transit performance reporting system, and capital for purchase of a new NAT bus. Council approval of the claim is required before submittal to the San Bernardino County Transportation Authority (SBCTA).

Fiscal Impact: \$379,865 in LTF; \$54,187 in STA operations; and \$520,000 in STA capital. There is no financial impact on the general fund.

Environmental: N/A

Recommendation: Approve filing of a claim for Local Transportation Fund (LTF) and State Transit Assistance (STA) Fund for the fiscal year 2023-2024.

Submitted By: Cheryl Sallis, Community Services Manager

City Management Review: _____ Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 17



Request for Board Action City of Needles, California

Item 18.

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA

☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Accept the First Amendment to the Professional Services Agreement with TKE Engineering, Inc. to Provide On-Call Supplemental Engineering Consulting Support Services.

Background: The City accepted a proposal from TKE Engineering on May 25, 2021, for On-Call Supplemental Engineering Consulting Support Services for a term of one-year with the option of an extension.

This Amendment will extend the term of the agreement in Section 3.1.2 of the original agreement to August. 8, 2024.

The Amendment will allow TKE to continue the On-Call City Engineer support and to provide design, bidding, and project management support for City Capital Improvement projects.

Fiscal Impact: Hourly rate of \$165.00 per hour on an as-needed basis not to exceed \$25,000. The funds are to be paid out by the Engineering Budget and specific Council approved projects.

 Finance Dept.

Recommendation: Accept the First Amendment to the Professional Services Agreement with TKE Engineering, Inc. to Provide On-Call Supplemental Engineering Consulting Support Services and authorize staff to issue a Notice to Proceed.

Submitted By: Kathy Raasch, Projects Manager

City Management Review:  **Date:** 8/2/2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 18

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement is made and entered into as of August ____, 2023, by and between the CITY OF NEEDLES, a California Charter City, (hereinafter referred to as the "City") and TKE Engineering, Inc., a California corporation (hereinafter referred to as "Consultant").

RECITALS

A. City and Consultant executed that certain Professional Services Agreement dated June 8, 2021 whereby Consultant provides engineering services ("Services") (the "Agreement").

B. City and Consultant wish to amend the Agreement to extend the terms thereof.

AMENDMENT

1. Section 3.1.2 is hereby amended to read as follows:

Subject to Section 7.1.1 and 7.1.2 the term of this Agreement shall remain in effect until August 8, 2024.

All other terms and conditions of the Agreement shall remain in full force and effect subject to this Amendment. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the date written above.

City of Needles

By: _____

Its: _____

Date: _____

TKE Engineering, Inc.

By:  _____

Its: Vice President

Date: August 2, 2023

**CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 8 day of June, 2021 between the CITY OF NEEDLES, a California Charter City, (hereinafter referred to as the "City") and TKE Engineering, Inc., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Services.

The City solicited proposals to provide On-Call Supplemental Engineering Consulting Support Services .

2.2 Proposal

On March 17, 2021 issued a Request for Proposals. Consultant has made a proposal ("Proposal") to the City dated March 31, 2021 to provide such professional Services, which Proposal is attached hereto as **Exhibit "A"**.

2.3 Consultant.

City desires to retain Consultant to perform and assume responsibility for the provision of the Services identified in Section 3.1 on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such Services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform the Services described herein and in **Exhibit "A"** ("Services"). All Services shall, as is consistent with the generally accepted professional standard of care, be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates Terry Renner, P.E., Q.S.D., and Senior Vice President as Consultant's professional responsible for overseeing the Services provided by Consultant.

3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding

anything to the contrary in this Agreement, this Agreement shall automatically terminate after one year unless extended in writing by the Parties with the approval of the City Council of the City.

- 3.1.3 Conflict. In the event that the terms of the Proposal contain obligations applicable to the City that are not contained in this Agreement, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different Services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful, competent and reasonably prudent manner, consistent with the standard of skill and care generally recognized as being employed by professionals performing similar Services in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in

the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

- 3.2.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with local, state and federal laws, rules and regulations affecting the performance of Services, including Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the. If the Consultant performs any work contrary to such laws, rules and regulations Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with the terms of this Agreement or such laws, rules or regulations.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all

necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

4. Indemnification; Insurance.

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

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

4.3 Indemnity Other than Professional Liability. Other than in the performance of professional Services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same directly arise out of, are a direct consequence of, or are in any way directly attributable to, in whole or in part, the performance of this Agreement by Consultant, including but not limited to officers, agents, employees or subcontractors of Consultant except where the same is caused by sole negligence or willful misconduct of the City.

4.4 Duty to Defend. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to

defend the City at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled, in the absence of such a determination, to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

5. Responsibilities of City.

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

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

6. Fees and Payments.

6.1 Compensation. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed twenty Five Thousand Dollars (\$25,000.00) per contract year without authorization of the City Manager. Any change to the amount of compensation under this Agreement or the nature of the Services shall require the prior approval by the City Council of City. Services undertaken without such approval shall not be subject to compensation by City.

6.2 Invoices. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant during the prior calendar month. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement deducted from the entire amount of the Compensation. City shall have no obligation to pay an invoices submitted for Services rendered for any period of time other than the preceding calendar month. City shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.

6.3 Payment. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

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

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

6.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Accounting Records.

6.7.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant

shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

7. General Provisions.

7.1 Termination of Agreement.

- 7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.
- 7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.
- 7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

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

To Vendor

TKE Engineering, Inc.
c/o Terry Renner, P.E., Q.S.D.,
2305 Chicago Avenue
Riverside, California 92507

To City:

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

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

7.3 Ownership of Materials and Confidentiality.

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

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

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

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

7.6 Governing Law. This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims

arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.

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

7.8 City's Right to Employ Other Consultants. The City reserves the right to employ other consultants at any time for any purpose.

7.9 Assignment; Transfer. Consultant shall not assign, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void.

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

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

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

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

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

7.15 Improper Payment. Consultant maintains and warrants that except as otherwise provided in the Proposal it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or

resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.

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

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

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

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

7.20 Attorney Fees. If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

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

7.22 Contents of Request for Proposal and Proposal. Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included



Request for Board Action

City of Needles, California

Item 19.

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA ☒ Regular ☐ Special

Meeting Date: August 8, 2023

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

Background: The City accepted a proposal from TKE Engineering on April 25, 2023, to complete a Development Fee Impact Fee ("DIF") program update for a Not to Exceed (NTE) amount of \$68,400.

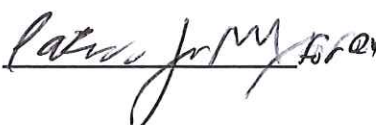
During the record research phase of the project, it was determined that the City's current General Plan and Circulation Elements did not include the necessary data to support the proposed DIF update. Therefore, TKE has provided a supplemental Scope of Services to include certain Circulation Element Project Development Assumptions and Land Use Trip Assumptions for land use categories identified in the General Plan. This scope will include trip end, trip length and trip mile projections to determine a per unit/square foot development fee for proposed land uses.

Fiscal Impact: The Contract Amendment cost Not to Exceed (NTE) \$18,700 for a new total cost for the Fee Update of \$87,100 for the Development Impact Fee Update to be funded by the Impact Fee Account.

 Finance Dept.

Recommendation: Accept Proposal for a Contract Amendment from TKE Engineering, Inc. to Provide Professional Consulting Services for the Development Impact Fee Update for a NTE amount of \$18,700 for a new total cost of NTE \$87,100 and authorize staff to execute an Amendment to the task between City & TKE Engineering for said work.

Submitted By: Kathy Raasch, Projects Manager

City Management Review:  Date: 8/2/2023

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

AGENDA ITEM: 19

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

July 28, 2023

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

Subject: Request for Contract Amendment for Transportation Planning Services
 Proposal for the Development Impact Fee Update

Dear Mr. Martinez:

Thank you very much for selecting TKE Engineering, Inc. (TKE) to complete the City of Needles Development Impact Fee (DIF) Update. During the record research phase, we determined that the City's General Plan and Circulation Elements did not include the necessary data to support the proposed DIF Update. More specifically, the development assumptions used for the General Plan need to be split into specific land use categories mirroring the City's existing DIF. Additionally, trip end, trip length, and trip-mile projections are needed to assist with the development of a per unit/square foot development fee for proposed land uses. Both data sets will be separated for the North Needles and Urban In-Fill/South Needles areas.

As such, TKE is requesting authorization to bring on an additional subconsultant, KOA Corporation, and approval of a contract amendment to complete the following supplemental scope of work to complete the DIF Update:

SUPPLEMENTAL SCOPE OF SERVICES

Task 9. Circulation Element Projected Development Assumptions

In order to determine the projected development growth within the City, the Project Team will compile the future growth land use assumptions developed as part of the City's Circulation Element update. Projected development will be identified for the North Needles and Urban In-Fill/South Needles areas. The development assumptions will be split into the following land use categories:

- Detached Dwelling Units
- Attached Dwelling Units
- Mobile Home Units
- Commercial Lodging
- Recreational Vehicle Pads

Letter to Mr. Patrick J. Martinez
DIF Update Contract Amendment

July 28, 2023
Page 2 of 2

- Commercial/Office Uses
- Industrial uses

Projected development growth will be expressed in undeveloped units for residential uses, undeveloped square footage for commercial and industrial uses, and undeveloped rooms/units for lodging uses. A brief summary outlining the methodology and data sources for the projected development assumptions will be provided along with a summary table of the forecast growth.

Task 10. Circulation Element Land Use Trip Assumptions

To assist with the development of a per unit/square foot development fee for proposed land uses within the City, the Project Team will prepare trip end, trip length, and additional trip-mile projections for existing and General Plan buildout conditions. Separate projections will be prepared for land uses proposed in the North Needles and Urban In-Fill/South Needles area of the City. Estimates of the trip attributes will be prepared for the land uses listed in Table 5-3 of the *Development Impact Fee Calculation and Nexus Report for the City of Needles, California* (August 2018). We will work with the City to determine which land use types listed in this table are appropriate for inclusion within the DIF update.

The requested trip data will be developed for each land use using data from the model runs conducted for the Circulation Element update using the San Bernardino Transportation Analysis Model (SBTAM) or from recognized sources such as the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. A brief summary outlining the methodology and data sources for calculating the trip estimates and attributes will be provided along with a summary table of the trip data.

REQUESTED BUDGET INCREASE

Our requested budget increase to complete the above supplemental scope of work is \$18,700. The budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services.

We look forward to continuing our partnership with the City and community. Please let me know if there are any questions or additional details needed regarding the requested contract amendment; I can be reached at (951) 680-0440.

Sincerely,



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



City of Needles, California Request for City Council Action

Item 20.

☒ CITY COUNCIL ☐ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: **Resolution No. 2023-47** Approving an Employment Agreement with Nancy Huff for Director of Development Services Exempt Position

Background: On April 25, 2023, the City Council Appointed Patrick Martinez as the City Manager commencing October 2, 2023. City Staff immediately initiated a comprehensive process to find and recruit a qualified person to fill the Director of Development Services position. The Director of Development Services oversees the Building, Code Enforcement, Engineering, and Planning Departments and is integral to the City's development process. Nancy Huff's background is complimented by working both in the private and public sectors. The job description (Exhibit A) includes the Director of Development Services responsibilities. In summary the Employment Agreement includes the following terms and conditions:

- Maximum salary is proposed at \$110,344 (F Step) per year.
- At-Will, serving at the pleasure of the City Manager.
- Requires full time commitment to the position with no other outside business activities without consent of the City Manager.
- Termination can occur with or without cause:
 - If "without cause" the city will provide a 3-month severance
 - If "with cause", no severance
- City benefits available for all other City employees will be provided.
- The position is not included in the collective bargaining unit agreements and serves "at will".

Recommendation: Approve Resolution 2023-47 Approving an Employment Agreement with Nancy Huff for Director of Development Services Exempt Position setting a base salary of \$86,444 in compliance with SB 1436 and incorporate into the salary Schedule for FY 2023-2024

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

City Management Review: Patrick Martinez for RD **Date:** 8/3/2023

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

Agenda Item: 20

RESOLUTION NO. 2023-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
APPROVING AN EMPLOYMENT AGREEMENT WITH NANCY HUFF FOR
DIRECTOR OF DEVELOPMENT SERVICES EFFECTIVE AUGUST 9, 2023

WHEREAS, on April 25, 2023, the City Council Appointed Patrick Martinez as the City Manager commencing October 2, 2023; and

WHEREAS, city staff immediately initiated a comprehensive process to find and recruit a qualified person to fill the Director of Development Services position; and

WHEREAS, the Director of Development Services oversees the Building, Code Enforcement, Engineering, and Planning Departments and is integral to the City's development process; and

WHEREAS, On July 29, 2023 Nancy Huff agreed to the terms and conditions of Employment Agreement and set formal consideration of the Agreement for its Regular Meeting on August 8, 2023.

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 8th day of August 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

DIRECTOR DEVELOPMENT SERVICES
EMPLOYMENT AGREEMENT

This Director of Development Services Employment Agreement (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 9 day of August, 2023, by and between the CITY OF NEEDLES, (hereinafter referred to as the "CITY"), and Nancy Huff, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, based on EMPLOYEE's qualifications and ability, the City Manager desires to appoint EMPLOYEE to serve as Director of Development Services for CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of services to CITY in the position of Director of Development Services; and

WHEREAS, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede any Memorandum of Understanding between City of Needles and the Teamsters Local 1932.; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of professional services to CITY through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, CITY and EMPLOYEE hereby agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Incorporation of Recitals. The above recitals are incorporated herein and made a part of this Agreement.

1.2 Position. EMPLOYEE accepts employment with CITY as its Director of Development Services and shall perform all functions, duties and services set forth in Section 1.5 (Duties) of this Agreement.

1.3 Effective Date of Agreement/Term. The effective date of this Agreement shall be August 9, 2023 (hereinafter, the "Effective Date"). This Agreement is for an unspecified term and is subject to the "At-Will" provision in Section 1.5 and termination provision in Section 4.

1.4 Probationary Period. EMPLOYEE, as a newly hired employee, shall serve a probationary period of six (6) months (defined herein as 180 calendar days), at the end of which time EMPLOYEE's performance will be evaluated. CITY may extend the probationary period at its discretion. Employment is not guaranteed for the entire six (6) months of the probationary period. Satisfactory completion of the probationary period does not alter the at-will nature of the

employment relationship with CITY. Employment is at will and may be terminated at any time with or without cause or notice both during and after the probationary period. Notwithstanding anything in this Agreement to the contrary, in the event EMPLOYEE is terminated for any reason, with or without cause or for no cause during the probationary period or any extension thereof, EMPLOYEE shall not receive the severance payment under Section 4.1 below.

During the probationary period, EMPLOYEE will receive no paid vacation; however, paid vacation will accrue at the normal rate during the probationary period if the employment continues beyond the probationary period. In addition, an employee who works in California for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick days. The sick leave benefit begins to accrue on the Effective Date of this Agreement; however, EMPLOYEE may not use paid sick leave until 90th day of employment.

1.5 Employment At-Will.

(a) EMPLOYEE's employment status with CITY shall be at-will and terminable with or without cause, at either Party's discretion, subject to the termination provisions provided herein. EMPLOYEE shall serve at the pleasure of the City Manager. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself/herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the City Manager to terminate EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY. CITY's Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at will" employee of the CITY.

(b) EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Manager to terminate EMPLOYEE's employment whether for cause or for convenience and without cause. EMPLOYEE shall also not be entitled to any post-termination appeal proceedings.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.5 Duties. EMPLOYEE shall serve as the Director of Development Services and shall have the duties and responsibilities of the Director of Development Services, attached hereto as Exhibit "A" and as the same may be amended or modified from time-to-time by the City Manager, City Council, the California Codes, Needles City Code, Needles City Charter or CITY's policies and procedures approved by the City Council. EMPLOYEE's performance of EMPLOYEE's duties shall be subject to the direction of the City Manager. EMPLOYEE shall keep the City Manager fully informed of all significant operations or major undertakings by

EMPLOYEE and the Development Services Department (“Department”). EMPLOYEE shall also provide the City Manager with regular status reports on the operations and activities of EMPLOYEE’S Department. EMPLOYEE shall perform such duties as are customary and appropriate to the position Director of Development Services as well as such special duties as may be assigned to EMPLOYEE from time to time by the City Manager. Notwithstanding EMPLOYEE’S duties as Director of Development Services, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees within EMPLOYEE’S Department. EMPLOYEE shall attend all City Council, Board and Commission meetings, unless excused or directed otherwise by the City Manager.

1.6 Work Hours. The position of Director of Development Services is an exempt position under all applicable wage and hour laws. EMPLOYEE’S compensation (whether salary or benefits or other allowances) is not based on hours worked. EMPLOYEE shall not be entitled to any compensation for overtime, missed meal or rest periods, reporting time, or any other wage and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws, including regulations propounded in applicable Industrial Welfare Orders. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Development Services position. EMPLOYEE does not have set hours of work as the Director of Development Services is expected to be available at all reasonable and relevant times.

1.7 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY’S goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance EMPLOYEE’S ability to serve CITY and perform EMPLOYEE’S duties as Director of Development Services. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the City Manager, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE’S duties as Director of Development Services. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the Director of Development Service necessary for EMPLOYEE’S participation in national, statewide, regional or professional organizations.

1.8 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE’S employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.7 (Regional and Professional Activity), whether or not for pecuniary advantage.

2. COMPENSATION AND BENEFITS AND REIMBURSEMENTS.

2.1 Base Salary. Commencing on the date EMPLOYEE commences full time work with the CITY, EMPLOYEE shall receive a base annual salary of \$86,444 per year, (hereinafter, the “Base Salary”). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2023, may be adjusted from time-to-time by the CITY MANAGER following a performance evaluation, as provided for in Section 2.2 (below). In no

event shall EMPLOYEE's base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE's base salary exceed the maximum amount approved by the City Council, including in the City's Council approved salary table or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

2.2 Performance Review. On or before the anniversary date of execution of this Agreement, the City Manager will undertake a job performance review of EMPLOYEE. In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE's compensation consistent with CITY's Council approved salary table. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 (Termination).

2.3 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Health Insurance, Life Insurance, and Reimbursements. EMPLOYEE shall be provided with these benefits to the same extent as those benefits are provided to other City unrepresented management employees.

(b) Business Related Equipment. City shall also provide EMPLOYEE a personal computer (at work) for use in connection with CITY business. CITY shall be responsible for maintenance of said item. EMPLOYEE acknowledges and agrees that EMPLOYEE has no right to privacy with regard to business related equipment, and CITY shall be apprised of any and all passwords at all times.

(c) Participation in Additional CITY Programs. EMPLOYEE shall be eligible to participate in any other CITY program/employment benefits to the extent they are offered to non-represented CITY management employees.

(d) Cell Phone Stipend. EMPLOYEE shall receive a cell phone stipend to reimburse EMPLOYEE for business-related costs incurred when using their personally owned cell phone. As of the Effective Date, the monthly cell phone stipend is Fifty Dollars (\$50.00). CITY may review and adjust the monthly cell phone stipend from time to time.

(e) Holidays and Leave. Subject to the probationary period provision in Section 1.4 above, EMPLOYEE shall accrue vacation leave, sick leave, and other leave as required by state or federal law as provided in the City of Needles Employee Handbook.

(f) PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) ELIGIBILITY. The City has contracted with the California Public Employees Retirement System ("CalPERS") for its employees. As used in this Agreement, the terms "Classic Members" and "New Members" shall be the same as those terms are used in the Public Employees' Pension Plan Reform Act of 2013.

As of the Effective Date of this Agreement, EMPLOYEE is a:

Classic Member XX New Member

EMPLOYEE shall receive the same CalPERS benefits as other unrepresented management employees of City, as may be amended from time to time by the City in its sole and absolute discretion. The CalPERS benefits are currently as follows:

As to Classic Members, the benefits are the 2% at 55 Modified Formula, and Section 20835.1 (Limit Prior Service to Members Employed on the contract date). To the extent allowed by law, prior service credit will be granted for all years of service with the City of Needles. As to New Members, the Benefits are the 2% at 62 Formula.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Section 1.3 (Employment With CITY "At-Will"), above, CITY also reserves the right to terminate EMPLOYEE's employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in Employee being unable to perform the essential duties of the Director of Development Services position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if, in the CITY'S unilateral discretion if the disability poses a direct threat to the safety of CITY, EMPLOYEE or any other employees working for CITY, and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally allowed under the workers' compensation laws of the State of California. The Parties further agree that the California Workers Compensation Appeals Board shall be the exclusive venue for any claim of physical or mental illness or disability arising out of the course of EMPLOYEE'S employment with the CITY.

3.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event the CITY determines a medical and/or psychological examination is needed to make a decision under Sections 3.1 through 3.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.4 Death of Employee. This Agreement along with EMPLOYEE's employment shall terminate automatically upon EMPLOYEE's death.

3.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE's death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for any "severance payment," as defined in Section 4, if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5.

4. TERMINATION.

4.1 Termination by CITY for Convenience and Without Cause. CITY may terminate EMPLOYEE at any time for convenience and without cause by providing EMPLOYEE with the applicable "severance payment" provided for below. The "severance payment" shall be an amount equal to three (3) months' Base Salary, less any and all applicable or legally required deductions. EMPLOYEE shall also receive all accrued but unused vacation. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260-53264, and any such sums shall be deducted from the "severance payment." EMPLOYEE shall not be entitled to the above severance payment during the probationary period.

4.2 Termination by Employee. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause. EMPLOYEE shall not receive a "severance payment" in the event EMPLOYEE terminates his/her employment with CITY pursuant to this Section.

4.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE's employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of EMPLOYEE'S termination for cause and the reason(s) for the termination, and an opportunity for a discussion with the City Manager or the City Manager's designee. In the event the City Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE'S termination, the Parties agree to binding arbitration as provided in Section 6. No "severance payment" shall be paid in the event EMPLOYEE's employment is terminated for cause, except that CITY shall pay EMPLOYEE for all earned but unpaid wages and all accrued and unused vacation, as provided for in this Agreement. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that EMPLOYEE engaged in legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the Needles City Code, ordinances, rules or regulations, including but not limited to the CITY's Employee Handbook, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, or 12) gross misfeasance or gross malfeasance.

4.4 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), credit cards, keys,

passwords, cell phones, tablets, pagers, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE'S employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of EMPLOYEE'S employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination, unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, or unless otherwise required by law.

5. CONFLICT OF INTEREST.

5.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the Needles City Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

6. ARBITRATION OF DISPUTES.

Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with EMPLOYEE'S employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including section 1283.05 and all of the Acts other mandatory and permissive rights to discovery); provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement.

The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration provision, both CITY and EMPLOYEE give up their right to a trial by jury.

7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE'S address during EMPLOYEE'S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Needles
817 Third Street
Needles, CA 92363

Director of Development Services' Notice Address:

Nancy Huff
7517 Pawnee Point Rd.
Roseville, CA 95747
(Last listed address in employee's personnel file)

7.2 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act (Government Code section 810 et seq.) CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, CITY shall have no duty to indemnify, defend, or hold EMPLOYEE harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by EMPLOYEE.

7.3 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be

contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.7 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to CITY's unrepresented management employees.

7.4 Amendments. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the City Manager, City Council and signed by the City Attorney.

7.5 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.6 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.7 Severability. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.8 Governing Law. This Agreement is entered into and is to be performed in San Bernardino County, California and shall be governed by and construed in accordance with the controlling laws of the State of California or federal law, whichever is applicable, and the Parties agree that venue in any court proceeding shall be in San Bernardino County, California.

7.9 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement shall not be construed in favor of or against a party on the grounds that they drafted the Agreement or language in dispute.

7.9 Statutory Obligations

a. Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully

reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

b. Maximum Cash Settlement Upon Termination of Agreement. Pursuant to California Government Code Sections 53260 and 53261, regardless of the term of this Agreement, if the Agreement is terminated and a dispute arises regarding the termination, the parties agree that the maximum cash settlement that EMPLOYEE may receive shall be equal to the monthly salary of EMPLOYEE multiplied by eighteen and shall not include any other noncash items except health benefits, which may be continued for the same duration of time (18 months) or until employee finds other employment, whichever occurs first.

7.10 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

7.11 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE'S own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties executed this AGREEMENT on the date first written above.

"EMPLOYEE"

Nancy Huff

Dated: 7/29/2023

By: Nancy Huff

"CITY"

CITY OF NEEDLES

Dated: _____

By: _____
Rick Daniels, City Manager

ATTEST:

Dated: _____

By: _____
Dale Jones, City Clerk

DIRECTOR OF DEVELOPMENT SERVICES
EMPLOYMENT AGREEMENT

Exhibit “A”

Job Description

Exhibit “A”

CITY OF NEEDLES
POSITION DESCRIPTION

Position Title: **Director of Development Services**

Wage Range: **\$86,444 - \$110,344** DOQ

Department: Development Services

Job Classification: Contract

Date: 05/10/23

PURPOSE/OBJECTIVE OF JOB: A department head position which reports to the City Manager with responsibility for the developmental functions of the City, including planning, engineering, code enforcement and building inspections. Performs lead responsibility for all construction and project management for Capital Improvement Plan/Budget. Also works with the Utility Executive Director (City Manager.)

REPORTS TO: City Manager

EXAMPLES OF RESPONSIBILITIES:

- A. Under administrative direction, direct and supervise planning, engineering, building, capital improvements sections of the Development Services Department.
- B. Participate in the development and implementation of goals, objectives, policies, procedures, and priorities.
- C. Prepare and administer departmental budget.
- D. Maintain a high level of public communications.
- E. Analyze and interpret social, economic, population and land, use data and trends; prepare written and graphic reports on various planning matters and elements of the general plan.
- F. Develops general plan and development code and assures timely updates and other measures to streamline regulations.
- G. Prepare initial studies and CEQA Compliance.
- H. Serve as staff to a variety of City commissions and boards.
- I. Attend and participate in meetings and conferences regarding City development areas.
- J. Develops capital improvement program including the five-year capital improvement plan and annual capital projects for the City and NPUA.

MINIMUM QUALIFICATIONS:

- A. Knowledge of principles and practices of urban planning and zoning.
- B. Knowledge of laws underlying general plans, zoning, and land divisions.
- C. Applicable environmental laws and regulations.
- D. Development review systems and applications.
- E. Current literature, information sources and research techniques in the field of urban planning.
- F. Supervisory management principles and practices.
- G. Effectively supervise professional staff, understand, and interpret laws, codes, regulations, and other related materials.
- H. Communicate effectively both orally and in writing.
- I. Make effective public presentations to boards, commissions, and council.
- J. Work cooperatively with other employees and the public.
- K. Minimum requirements may be satisfied by any combination of experience and/or education that would have applied or developed the knowledges, skills, and abilities listed above.

GENERAL:

This classification description is not intended to be all-inclusive, and employee will also perform other reasonable related duties as assigned by management as required.

The City reserves the right to revise or change classification duties and responsibilities as the need arises. This description does not constitute a written or implied contract of employment.



City of Needles, California
Request for City Council Action

Item 21.

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Golf Course Overseeding Budget and Annual Seed Purchase

Background: The budget for the annual seed purchase for golf overseeding was estimated at \$75,000 for Fiscal Year 2023-24. The bid opening was held on August 1 with one bid received from Simplot Turf & Horticulture in the amount of \$37,206.08.

Fiscal Impact: Golf Maintenance Seed F/Y 2023-24 Budget in the amount of \$37,206.08

Recommendation: Authorize the annual seed purchase from Simplot Turf & Horticulture, Las Vegas, in the amount of \$37,206.08

Submitted By: JJ Deleon, General Manager, Rivers Edge Golf Course

City Management Review: Patsy Myer RD **Date:** 8/2/2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 21

City of Needles

SEALED BID OPENING

August 1, 2023

Golf Course Overseeding 2023

BIDDER	DECLARATION	ADDENDUMS	BID BOND	DIR Registered	TOTAL BID
1 Simplot Turf & Horticulture	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 37,206.08
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$

Present at Opening:

Rene Torrance

Recorded by:

Candace Clark

Simplot Turf & Horticulture Las Vegas

3555 W Reno Ave Ste K
Las Vegas, NV 89118-1609
702-649-1551 Fax: 702-649-9273

Sales Order 210 Item 21.

Not Processed Offered

Order Date 7/31/2023

Est. Delivery Date 09/01/2023

Offer Expires

Customer ID 97159

Customer PO#

Salesperson JironD

Shipping Via.

Field Name

Description

Ticket Type Booking

Bill To: CITY OF NEEDLES
ACCOUNTS PAYABLE
817 THIRD ST
NEEDLES, CA 92363

Ship To: RIVERS EDGE GOLF CITY OF NEEDLES
144 MARINA DRIVE
JARROD DELEON GCM
Needles, CA 92363

Comments:

Quantity	Description	Unit Price	Total \$	%	Your Share
12,000.00 Lbs	129561L VIP III PERENNIAL RYE BLEND [50LB]	1.5900 /Lbs	19,080.00	100.0000	19,080.00
3,000.00 Lbs	374481L POA TRIVIALIS VNS [50LB]	5.1500 /Lbs	15,450.00	100.0000	15,450.00
2,676.08 Each	179481E ESTIMATED SALES TAX [EA]	1.0000 /Each	2,676.08	100.0000	2,676.08

Subtotal 37,206.08

Amount Due 37,206.08

If Paid By **Discount** **Deduct** **Pay Only**

Customer: _____ **Sales Person:** _____

Purchase Terms:



CITY OF NEEDLES

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

NOTICE INVITING BIDS TURF TYPE PERENNIAL RYEGRASS SEED

NOTICE IS HEREBY GIVEN that the City of Needles invites sealed bids for the purchase and delivery of Turf Type Perennial Ryegrass Seed. Bids will be received until 1:00 p.m. PDT on Wednesday, August 2nd, 2023 at the office of the City Clerk, 817 Third Street, Needles, California 92363, at which time they will be publicly opened and read aloud. Each sealed bid shall be clearly marked on the outside envelope "SEALED BID - RYEGRASS SEED".

The seeds to be bid are:

- 1) Up to 12,000 pounds of triple-blend turf type perennial ryegrass seed; or similar blend available due to supply and demand.
- 2) Up to 3,000 pounds of poa trivialis, greens grade.

The specifications of the seed are:

<u>PURITY:</u>	Not less than 98.5% pure
<u>GERMINATION:</u>	Not less than 90%
<u>TRIPLE-BLEND:</u>	A blend of three (3) perennial ryegrass seeds which have been successfully grown on golf courses in climates similar to that in Needles
<u>CROP:</u>	Seeds from 2023 crop preferred
<u>INERT MATERIAL:</u>	Not more than 1.5%
<u>WEED SEED:</u>	Not more than one tenth of one percent (0.1%)

Bidders are to bid the two quantities of seed separately. Do not combine the two items. Bid total shall be for product delivered to the Needles Municipal Golf Course Maintenance Yard, shrink-wrapped and on pallets, and shall include 7.75% sales tax.

The City of Needles reserves the right to waive any irregularity in a bid, and make the award of bid in any manner deemed most advantageous to the City.

Notice Inviting Bids
Turf Type Perennial Ryegrass Seed
Page Two

Bids shall remain open and valid and subject to acceptance for forty-five (45) days after the bid opening unless otherwise stipulated.

Any manufacturers' names, trade names, or brand names used in this Notice are for the purpose of describing and establishing general quality levels, and are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of brand names referenced. Such bids shall state brand names and include specifications. The City of Needles will be the sole judge as to whether an item is approved "equal" or "equivalent" where "equal" or "equivalent" is indicated.

Delivery shall be made on an open flatbed trailer and shall be to the Rivers Edge Golf Course Maintenance Yard, River Road near Marina Drive, in Needles, California, no later than August 24th, 2023. The General Manager shall be notified of exact delivery date and approximate time at least twenty four (24) hours in advance of delivery. Notice shall be given by telephone at (760) 220-2268.

Information or questions pertaining to this invitation should be directed to JJ DeLeon, General Manager, 144 Marina Drive, Needles, CA 92363 or telephone (760) 220-2268.

PUBLISH: July 12th, 2023

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Resolution 2023-48 authorizing the Mayor or her designee to execute right-of-way certifications for the City of Needles Obernolte Water Service Replacement and Street Improvements project.

Background: Section 635.309 of Title 23 of the Code of Federal Regulations provides in part that as a condition precedent to advertising bids for construction of projects funded in whole or in part with Federal Highway Administration (FHWA) administered funds, the State must certify to the FHWA as the status of right-of-way acquisitions, utility relocations and railroad operating facilities for such projects

City of Needles Obernolte Water Service Replacement and Street Improvements Project is funded with Federal Highway Administration (FHWA) administration funding under the Community Project Funding/Congressionally Directed Spending (CPFCDs) program, which is funded by in part with Caltrans administered funds and with SBCTA & TDA Article 3 Funding, and for which Caltrans requires a Right-of-Way Certification, in order to discharge Caltrans oversight obligations to the City.

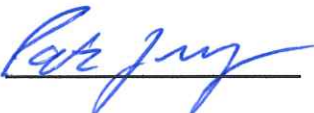
Caltrans has a requirement to have an authorized person to execute right-of-way certifications for the City of Needles, if the case should be we need to acquisition any right-of-way for this project. Currently the project will not require any acquisition of any properties. All work will be completed within the existing rights-of-way.

Fiscal Impact: None

Recommendation: Adopt Resolution 2023-48 authorizing the Mayor or her designee to execute right-of-way certifications for the City of Needles Obernolte Water Service Replacement and Street Improvements project.

Submitted By: Kathy Raasch, Project Manager

City Management Review:



Date:

8-3-2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM:

22

RESOLUTION NO. 2023-48

A RESOLUTION OF THE NEEDLES CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AUTHORIZING THE MAYOR OR HER DESIGNEE, TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS FOR THE CITY OF NEEDLES OBERNOLTE WATER SERVICE REPLACEMENT AND STREET IMPROVEMENT PROJECT

WHEREAS, Section 635.309 of Title 23 of the Code of Federal Regulations provides in part that as a condition precedent to advertising bids for construction of projects funded in whole or in part with Federal Highway Administration (FHWA) administered funds, the State must certify to the FHWA as the status of right-of-way acquisitions, utility relocations and railroad operating facilities for such projects; and

WHEREAS, San Bernardino County Transportation Commission (sometimes referred to herein as the "Commission") projects receiving funding administered by the FHWA must provide the California Department of Transportation (Caltrans) with certifications of the right-of-way acquisitions, utility relocations and railroad operating facilities (Right-of-Way Certification) for such projects prior to advertising bids for construction of such projects; and

WHEREAS, the City of Needles Obernolte Water Service Replacement and Street Improvements Project ("Project") is funded with Federal Highway Administration (FHWA) administered funds under the Community Project Funding/Congressionally Directed Spending (CPFCDs) program, which is funded in part with Caltrans administered funds and with Commission and Transportation Development Act Article 3 Funding, for which Caltrans requires a Right-of-Way Certification in order to discharge Caltrans' oversight obligations to the City; and

WHEREAS, the Needles City Council desires to delegate authority to the Mayor or her designee to execute the Right-of-Way certifications for the project and Right-of-Way certifications required by Caltrans for the Project.

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

SECTION 1. The Mayor or her designee, is authorized to execute on behalf of the City of Needles Right-of-Way certifications required for the Project.

SECTION 2. The Mayor or her designee is authorized to execute on behalf of the City of Needles any Caltrans-required City certificates of the right-of-way acquisitions, utility relocations and/or railroad operating facilities for the Project, and to include in such certifications Caltrans-required indemnification language in the following form or such form required by Caltrans from time-to-time:

"The City of Needles and The San Bernardino County Transportation Commission (Commission) agree to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right-of-way for this project is not clear as certified. City shall pay from its own nonmatching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to City for the orderly performance of the project work."

SECTION 3. This Resolution shall take effect upon adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 8th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST: _____
City Clerk

Approved as to Form

City Attorney

City of Needles, California

Employee Report

Item 23.

☒ CITY COUNCIL ☒ Regular ☐ Special

Meeting Date: August 8, 2023

Title: City Council Study Session
Review of amendments to the City of Needles Municipal Code and corresponding Land Use Table.

Introduction: The purpose of this staff report is to present the proposed updates to the zoning code for the City of Needles, California. The City's 6th Cycle Housing Element, adopted September 13, 2022, identified constraints on the development of housing within the City for which responsive programs and policies address. In addition, the State has passed legislation pertaining to land use, housing, and permitting procedures which will require implementation by the City. The City of Needles Planning Department with the assistance of MBI and in collaboration with Public Works Department, Building and Safety Department, and the County of San Bernadino Fire Department has performed a focused review of the zoning ordinance to ensure zoning regulations remain in compliance with State law, implement programs identified in the City's 6th Cycle Housing Element, streamline permitting processes, and modernize and development standards.

Background: The City of Needles, located in San Bernardino County is known for its unique desert landscape and recreational opportunities in proximity to the Colorado River. Recently the City has adopted its 6th Cycle Housing Element and the Zoning Code hasn't been updated since 1995 which has prompted the need for a zoning code update.

As such, the City is updating its zoning code and development standards to promote development—both commercial and residential. The R-2 and R-3 zones have been especially revised to encourage development on lots in the neighborhoods north and south of Downtown. The City's downtown core will also feature unique development standards to encourage appropriate in-fill development. Ultimately, the City aims to streamline as many of its processes as possible, and most residential projects will be processed ministerially. Updates have been taken from the Housing Element's policies and programs, which were previously reviewed and approved by the Council on September 30, 2022. A revised land use matrix has also been included for the City's review that incorporates required changes based upon Housing Element programs and updates to State law.

Ordinance Text Updates

Attachment A, *City of Needles Amendment Tracker*, summarizes the proposed revisions to the Zoning Code. The Amendment Tracker is organized by proposed change, the source of the change, key considerations, the applicable code section, and the proposed text changes. Michael Baker International has drafted the referenced amendments based on updates taken from the Housing Element's policies and programs, and applicable recent legislation to State Law. The City is seeking feedback from the council on a number of items, most specifically, the following:

City of Needles, California

Employee Report

Item 23.

1. Zoning District Revisions: Revise development standards for the City's existing land use districts and introduce standards for the City's newly-created Downtown Core subsection of the C-2 zone to accommodate the changing development needs and reduce governmental constraints on housing development.
2. Mixed-Use Development: Rezone to the downtown area to encourage mixed use development and taller buildings. The city currently allows for mixed-use development along the river, but not in its downtown core.
3. Metal Buildings: Revise the development standards to allow metal storage containers to be used as building materials for other types of structures (not just accessory buildings) including residential uses.
4. Parking Requirements: Review and update parking standards to reflect current trends in transportation and encourage alternative modes of transit.

Permitted Land Uses

As shown in Attachment B, *Land Use Matrix of Changes*, the project would include the following revisions to the Land Use Table:

1. Add provisions regarding EV Charging. Add another line within the land use matrix to differentiate between fuel stations and EV charging stations.
2. Metal buildings for residential use will require a Special Use Permit (SUP).
3. Remove Agricultural Operations from the R-1 zone (found in Section 14.10).
4. Make as many residential projects ministerial as possible.
5. Remove horse keeping from the R-1 zone and add to the R-2 zone.

Planning Commission Workshop

As shown in Attachment C, *City of Needles Planning Commission Comments*, during the Planning Commission workshop meeting held on August 2, 2023, commissioners engaged in a comprehensive discussion on the proposed zoning code update. The following key comments and observations were noted:

1. Affordable Housing and Housing Services: Several commissioners expressed concern for the inclusion of specific provisions for affordable housing development and services within the city. Concerns were raised about the where qualifying projects for supportive housing, residential care facilities, low barrier navigation centers (LBNC's), and emergency shelters are permitted, particularly in the R1 zones and the potential impact on existing neighborhoods they could have. Other concerns around density bonuses were raised, however this particular issue is governed by State Law. h [Govt Code § 65915 \(2021\)](#).
2. Parking Requirements: Staff recommends reducing parking requirements for residential uses within a half mile of a public transit stop. Parking standards generated substantial discussion, with commissioners concerned about the reduction being too progressive. Updates to the code reflect common planning best practices for parking reduction and follow ADU law that balance parking provisions and promote alternative modes of transit. The state law mandates that local ordinances cannot require more than one parking space per ADU or per bedroom within the ADU. Furthermore, if the ADU is located within half a mile of public transit, local jurisdictions must not impose parking requirements. The same approach can be used for other residential uses within proximity to transit to promote other modes of transportation.

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3. Home Occupancy: Commissioner comments on home occupancy permits underscored the need for clear regulations to manage the coexistence of residential and business activities. The discussion highlighted the importance re-wording the direct sales language, reviewing the percentage of the dwelling unit to be consistent with IRS deductions, the ability to have employees on site at the residence, commercial vehicle usage, and the removal of planning director approval for tutoring services.
4. Metal Buildings: Commissioners expressed interest in revising the regulations related to metal buildings within the proposed zoning code update. Commissioners believe that metal residential structures should go before the Planning Commission for approval to address aesthetic preferences, warranting the need for Special Use Permits. The Commission also called for the prohibition of metal storage containers as permitted building material.
5. Driveway Surfaces: Commissioners suggested considering gravel as an approved material for driveway paving. The commission highlighted gravel's potential benefits in terms of affordability and compatibility with rural aesthetics, while also acknowledging the importance of establishing guidelines to ensure proper installation and maintenance.

Fiscal Impact: The proposed zoning code update for the City of Needles, CA, will have various fiscal implications, both short-term and long-term. It is essential to consider the financial aspects of these changes to ensure that the city can effectively manage the implementation and maintenance of the updated regulations.

1. Increased Revenue Generation: The introduction of new mixed-use zoning districts is expected to attract more businesses and investors to the city. Objective standards and streamlined permitting offers confidence to prospective developers and encourages development. This could lead to increased sales tax revenue, business license fees, and property tax revenue from new developments, positively impacting the city's finances.
2. Enforcement and Monitoring Costs: The successful implementation of the updated zoning code relies on effective enforcement and regular monitoring of compliance. Additional staff and resources might be necessary for these tasks, impacting the city's operational budget.
3. Long-Term Economic Impact: The zoning code update aims to create a more business-friendly and resident-friendly environment, which can contribute to long-term economic growth. A thriving local economy can boost property values and increase revenue for the city.

Environmental: This project is categorically exempt under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines. A project is considered to be exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The reasons for the CEQA exemption are as follows:

1. General Rule of Exemption: The proposed zoning code update is primarily administrative, and its primary purpose is to organize, clarify, and update existing zoning regulations. It does not involve any physical development or alteration of the environment.
2. Consistency with General Plan: The zoning code update is consistent with the goals and

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policies of the City's General Plan. It focuses on sustainable growth, historic preservation, and providing a range of housing options, aligning with the long-term vision for the city's development.

3. Protection of Environment: The zoning code update includes provisions to protect sensitive environmental resources, promote sustainable development practices, and mitigate potential impacts on the environment.
4. Limited to Administrative Changes: The proposed zoning code update does not introduce any major policy shifts or create new land uses. It mainly involves the reorganization and clarification of existing regulations.

Conclusion: The proposed updates to the zoning code for the City of Needles are vital to support the city's growth and ensure that development aligns with the community's vision. The changes aim to foster sustainable development, economic growth, and a diverse range of housing options while preserving the city's unique character and heritage. By implementing these updates, the city can better accommodate the needs of its residents and businesses, providing a vibrant and attractive environment for current and future generations.

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

City Management Review: _____ **Date:** _____

Agenda Item: _____

Attachment A
City of Needles
Amendment Tracker

July 21, 2023
 Patrick Martinez
 City of Needles
 817 Third Street
 Needles, CA 92363

SUBJECT: Development Standards Update Amendment Tracker

Mr. Martinez,

Please see the following amendment tracker of development standard updates identified in the City's 6th Cycle Housing Element as well as specific items requested by the City for amendment. These updates have been taken from the Housing Element's policies and programs, as well as the governmental constraints section of the Housing Element. A sample land use matrix has also been included for the City's review that incorporates required changes based upon Housing Element programs and updates to State law.

As part of the development standards update, Michael Baker International has also created an amendment tracker that lists each proposed change, key information and considerations, the City's existing text, and proposed changes to the text.

It is our understanding that Michael Baker will incorporate these changes once an edited and formatted version of the City Code has been prepared and a "wish list" of key provisions the City would like to update has been provided.

1. Overarching Changes

In general, it is Michael Baker's understanding that the City would like to make specific updates its zoning code and development standards to promote development—both commercial and residential. The R-2 and R-3 zones especially should be updated to make more lots usable/functional (*Refer to Section 4: Governmental Constraints*). The City would also like to streamline as many of its processes as possible. Ultimately, most residential projects have been requested to be processed ministerially.

2. City's "Wish List" of Key Changes

Walls/Fences	Undergo a substantial revision of those sections of the code that deal with walls and fencing. Ensure that the zoning code matches the building code and include provisions about fence heights between different uses and fencing in the front yard areas.
Parking	Include more clarification within the zoning code regarding parking standards. Specifically, include more language on <i>where</i> cars are allowed to park on a property, as well as standards for how much of a property can be paved. (<i>Refer to Section 4: Governmental Constraints</i>)
Tract Maps	Create a standardized process for Tract Map entitlement and establish objective findings.

Solar	Revise solar requirements according to State law. The City, as a utility provider, wants to know what local jurisdictions are allowed to regulate when it comes to rooftop solar.
Cell Towers	Revise and include additional standards based on height, design and siting. Potentially include camouflage provisions. Much of the regulations are governed by the Federal government.
HOP	Remove the zoning permit requirement for home occupancy uses.
Metal Containers	Allow metal storage containers to be used as building materials for other types of structures (not just accessory buildings).
Pools	There are known issues with pools in the current code. Make pool provisions clearer.
Procedural Streamlining	Add a section of the code that deals with the procedure of how a development permit is reviewed by project type.

Land Use Matrix Changes

- Add provisions regarding EV Charging. Add another line within the land use matrix to differentiate between fuel stations and EV charging stations.
- Remove Agricultural Operations from the R-1 zone (found in Section 14.10).
- Make as many residential projects ministerial as possible.
- Remove horse keeping from the R-1 zone.

3. Housing Element Programs

A-4	Rezone the downtown area to allow for mixed uses and taller buildings. Permit mixed uses both horizontally and vertically.
A-5	Amend the zoning ordinance to establish minimum densities to ensure that parcels are developed close to their maximum densities (at 75%) to prevent substantial net loss of any residential units and encourage higher density/more affordable building typologies.
A-6	Conduct an inclusionary zoning feasibility study to identify appropriate inclusionary requirements that will not constrain housing production. Develop and amend the zoning ordinance to establish inclusionary housing requirements so that new developments reserve up to 15 percent of the total units for lower- and moderate-income households.
B-2	Amend the zoning ordinance to update density bonuses to meet current state requirements (AB 2345, SB 1763, SB 1227).
B-3	Pursuant to SB 330, review and amend the zoning ordinance and Design Review Board handbooks to ensure development standards, design guidelines, and findings are objective and promote certainty in the planning and approval processes.
B-4	Study and revise development standards in multifamily districts to facilitate the development of properties at their maximum densities. Specifically amend:

- Minimum parking standards
 - Height limits
 - Lot coverage (elderly and disabled housing)
 - ADA unit location requirements (elderly and disabled housing)
- B-5** Amend the zoning ordinance to revise the minimum required unit area for multifamily units. Ensure that provisions for efficiency units are consistent with AB 352 (2017).
- B-6** Amend the zoning ordinance to address multiple changes to state law regarding ADUs (including AB 587, AB 671, AB 68, and SB 13). Monitor state law on an annual basis and revise the zoning ordinance as appropriate.
- B-7** Create and make available to the public a set of preapproved plans for ADUs to facilitate production and ADUs available to lower-income households by reducing costs to applicants.
- B-13** Maintain a mixture of residential land use designations and development regulations that accommodate various building types and styles, including but not limited to small-lot, single-family homes; tiny homes; detached condominiums; townhomes; duplex/triplex/multiplex; courtyard apartments; bungalow courts; live/work units; mixed-use projects; moveable tiny homes; 3D printed homes; and new prefab housing types that meet state and local building code standards. Continue to explore innovative building types and housing options that can be implemented through the City's zoning ordinance by reviewing development designators (such as Permitted, Conditionally Permitted, etc.) and designations and amend as appropriate.
- E-2** Allow housing for the elderly, disabled, and developmentally disabled with reduced and flexible development standards. Amend the zoning ordinance to allow licensed adult care facilities by right. Review CUP standards for residential care facilities to ensure that the standards are objective and focused on protecting the health, safety, and welfare of the residents of these facilities.
- E-3** Review the City zoning code to determine whether updates are needed to comply with the state Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). The act calls for the zoning ordinance to treat employee housing (including farmworker housing) that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). The zoning ordinance must also treat employee housing consisting of no more than 12 units or 36 beds as an agricultural use and permitted in the same manner as other agricultural uses in the same zone (Section 17021.6) in zones where agricultural uses are permitted.
- E-4** Amend the zoning ordinance to modify the parking requirements for emergency shelters to ensure that they are only based on the number of staff. Amend the emergency shelters code to ensure that shelters are not subject to standards that do not apply to other uses in the same zone, including but not limited to a 500-foot residential buffer.
- E-5** Pursuant to SB 48, amend the zoning ordinance to establish provisions for low-barrier navigation centers. Allow centers that meet specific objective requirements by-right in areas zoned for mixed uses.

- E-6** Pursuant to AB 2162 and AB 2988, supportive housing meeting certain criteria must be permitted by-right where residential uses are permitted, including mixed-use and nonresidential zones. Review AB 2162 and amend zoning ordinance to ensure compliance.
- E-7** Update zoning code to expressly permit the development of residential care facilities (6 or fewer residents) in residential zones. Adopt objective standards for residential care homes with 7 or more individuals in residential zones consistent with occupancy standards. Initiate and complete a process in 2023 to amend the Zoning Ordinance to allow group homes for seven or more in all residential zones.

a. Governmental Constraints

NON-CONFORMING LOTS

In the central part of town, which was the original town of Needles, many lots are now of insufficient size to meet the requirements for the building of a residential structure. The City does permit those older homes to be remodeled or refurbished and will encourage new structures to replace the existing structures for residential use in a mixed-use zone, provided the City's parking standards can be met. Since the lots are mostly too small to allow desired parking and garages, until two lots are available side by side (for parcel merging), developers and homebuilders are generally not interested in new construction in this part of town.

PARKING

The City's parking requirements are based on unit type and size. As shown in Table 38, parking requirements are typically two spaces per single-family residential unit. Multifamily residential units have a reduced requirement based on the size of unit, but generally average two spaces per unit after accounting for guest parking. Reductions in the number of parking spaces are enacted for uses that serve tenants with low vehicle-ownership rates, rooming homes, residence clubs, and fraternity and sorority houses.

MIXED-USE DEVELOPMENT

The City allows mixed-use development via the CRR zone in several areas of Needles. As identified in the City of Needles zoning code, the intent of the CRR zone is to provide for a variety of uses along the Colorado River, including apartments, hotels, motels, restaurants, boat clubs, marinas, specialty and gift shops, convenience services, and goods and supplies for boat owners, water skiers, scuba divers, and the visiting public using marina and aquatic recreational facilities. Depending on the nature of the developments, this zone can support a full range of residential and commercial densities as appropriate per the zoning code. This zone allows sufficient diversity of land use types while avoiding the dangers of overcrowding and a haphazard mixing of land uses and providing new employment and housing opportunities for residents. Program A-4 is included to rezone the downtown for mixed-use development.

ACCESSORY DWELLING UNITS

Accessory dwelling units are permitted in all residential zones. An accessory dwelling unit must meet specified development standards consistent with Government Code Section 65852.2. They may be either attached to the primary dwelling or separate from the primary dwelling. A manufactured or modular unit placed on a permanent foundation may also be used as an accessory unit. Accessory dwelling units may be rented

separately unless the primary dwelling is rented, and the sale of an accessory dwelling unit separate from the primary unit is prohibited. The City processed a zoning code amendment to comply with recent changes to Government Code Section 65852.2 in July 2019. The City will amend its zoning ordinance to ensure compliance with state law regarding ADUs and continue to monitor state law and revise the zoning ordinance as necessary; see Program B-7.

HOUSING FOR FARMWORKERS

California law (Government Code Section 65583[c][1][C]) requires the adequate provision of sites to accommodate the housing needs of farmworkers. Housing elements should ensure that local zoning, development standards, and permitting processes comply with Health and Safety Code Sections 17021.5 and 17021.6. Section 17021.5 generally requires employee housing for six or fewer persons to be treated as a single-family structure and residential use. A jurisdiction cannot require any conditional use permit, zoning variance, or other zoning clearance for this type of employee housing that is not required of a family dwelling of the same type in the same zone. Section 17021.6 generally requires employee housing consisting of not more than 36 beds in group quarters or 12 units or less designed for use by a single family or household to be treated as an agricultural use. A jurisdiction cannot require a conditional use permit, zoning variance, or other zoning clearance for this type of employee housing that is not required of any other agricultural activity in the same zone. The City has provided a program that addresses the requirements of the Employee Housing Act (see Program E-3).

EMERGENCY SHELTERS

California Health and Safety Code Section 50801 defines an emergency shelter as “housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or households may be denied emergency shelter because of an inability to pay.”

Legislation (SB 2 [Cedillo, 2007]) requires jurisdictions to allow emergency shelters without a conditional use permit in at least one zone or sufficiently sized site in the city to meet the city’s homeless need. The City of Needles updated its zoning ordinance in July 2019 to allow emergency shelters in the M-1 and M-2 zones. There are 1,552 acres of vacant land available in the two zones. These zones are centrally located with proximity to goods and services. The typical uses in the zones include commercial and industrial uses with no heavy industrial. Program E-4 is included to ensure compliance with Assembly Bill (AB) 139 to set parking requirements on the number of staff rather than the service capacity.

SUPPORTIVE AND TRANSITIONAL HOUSING

Supportive housing is defined by Health and Safety Code Section 50675.14 as housing with linked on-site or off-site services with no limit on the length of stay and that is occupied by a target population as defined in Health and Safety Code Section 53260 (i.e., low-income persons with mental disabilities, AIDS, substance abuse or chronic health conditions, or persons whose disabilities originated before the age of 18). Services linked to supportive housing usually focus on retaining housing, living and working in the community, and/or health improvement.

Transitional housing is defined in Health and Safety Code Section 50675.2 as rental housing for stays of at least six months but where the units are recirculated to another program recipient after a set period. It may be designated for a homeless individual or family transitioning to permanent housing. This housing can take many

structural forms, such as group housing and multifamily units, and may include supportive services to allow individuals to gain necessary life skills in support of independent living.

Pursuant to SB 2, transitional and supportive housing types are required to be treated as residential uses and subject only to those restrictions that apply to other residential uses of the same type in the same zone. In addition, pursuant to AB 2162, supportive housing is a use by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. To ensure consistency with state law, the City amended its zoning ordinance in July 2019 to allow transitional and supportive housing consistent with SB 2. Program E-6 has been included to address the new AB 2162 requirements.

RESIDENTIAL CARE FACILITIES

Residential care facilities are small private facilities, usually with 20 or fewer residents, with rooms being private or shared. Residents receive personal care and meals and have staff available around the clock. Nursing and medical care usually are not provided on-site. Residential care facilities with 6 or fewer residents are conditionally permitted in the R-1, R-2, CRR, and C-1 zones, and specially permitted in the R-3 zone. Residential care facilities with 7 or more residents are not permitted in any zone. This may represent a constraint on the development of residential care facilities.

Proposed Change / Source / Key Considerations / Code Section	Proposed Text
<div>Rezone the downtown area to allow for mixed uses and taller buildings. Permit mixed uses both horizontally and vertically.</div> <div>Source: Housing Element Program A-4</div> <div>A Land Use district for downtown (Downtown Core) is being established with the Land Use Element update as a subsection of the C-2 zone. MBI to create specific development standards for this district. Need to determine residential use types.</div> <div>Code Section: Section 99</div>	<div>Add section regarding the Downtown Core:</div> <div>The Downtown Core is intended to be a mix of medium-density, high-density, and mixed-use residential and commercial uses, with building and site designs that are pedestrian oriented and reflect and celebrate the historic downtown along and around Broadway.</div> <div>Development Standards:</div> <div>Height limit: 45 feet</div> <div>Floor Area Ratio: 2.0</div> <div>Density Range: 18 - 30 dwelling units/acre</div> <div>Setbacks:</div> <div>1. Primary Street Setback<ul style="list-style-type: none">Ground Floor 0 ft. min. / 5 ft. max</div> <div>2. Side Street Setback<ul style="list-style-type: none">Ground Floor 0 ft. min. / 5 ft. max</div> <div>3. Rear Setback<ul style="list-style-type: none">With Alley 5 ft. min.Without Alley 15 ft. min</div> <div>Building Height<ul style="list-style-type: none">Top of plate height above adjacent sidewalk (max.) 45 ft.Top of parapet height above top of plate (max.) 4 ft.Pitched roof height above top of plate (max.) allowedGround story floor to floor height (min.) 15 ft. min.</div> <div>Off-street parking spaces shall be provided for each land per the below standards. See Section 111 for additional parking requirements.</div> <div>a. Residential<ul style="list-style-type: none">Studio/Efficiency Units: 0.5 space/unitUnits up to s999 sf: 1.0 space/unitUnits between 1,000 – 1,499 sf: 1.5 spaces/unitUnits 1,500 sf and greater: 2.0 spaces/unitGuest: 0.25/unit</div> <div>b. Lodging: 0.75 space/room</div> <div>c. Live/Work<ul style="list-style-type: none">Units up to 1,499 sf: 1.0 space/unitUnits 1,500 sf and greater: See Commercial</div> <div>d. Commercial (Retail/Office/Restaurant)<ul style="list-style-type: none">Ground floor commercial: 1/300 f gross ground floor building areaUpper Floor commercial: 1/350 sf gross upper floor building area</div> <div>e. Standalone Restaurant*: 1/150 sf gross restaurant area</div> <div>* A single restaurant, café, or similar business in a single building on a single parcel with on-site parking dedicated to the single restaurant use.</div> <div>f. Civic: 1/350 sf gross building area</div> <div>Vehicular Access.</div> <div>a. Parking shall be accessed from an alley.</div>

	<div data-bbox="2930 64 3045 124" data-label="Page-Header"><div>Item 23.</div></div> <p>b. Where an alley is not present, parking/service areas may be accessed from primary street. Driveways shall be located as close to side property line as possible.</p> <p>c. Parking/service areas for corner lots shall be accessed from side street.</p> <p>Common On-Site Open Space.</p> <p>One (1) or more of the On-Site Open Space Types listed below shall be provided on each lot that accommodates residential uses. The required On-Site Open Space shall be generally rectangular in form, per the below listed minimum size requirements, and must be accommodated behind the Primary Street setback line.</p> <p>Open Space Type:</p> <div><div>Courtyard, minimum of 10% of total lot area, minimum of 20 ft. x 20 ft.</div><div>Roof Deck, minimum of 10% of total lot area, minimum of 20 ft. x 20 ft.</div></div> <p>Private On-Site Open Space.</p> <p>Private open space in the form of a yard, balcony, or roof deck shall be provided for each residential unit.</p> <div><div>Min. area: 40 square feet.</div><div>Min. width: 5 feet. Setbacks:</div><div>Front, residential use: 10 feet</div><div>Front, nonresidential use: 0 feet</div><div>Side, residential use: 5 feet</div><div>Side, nonresidential use: 0 feet</div><div>Rear, residential use: 10 feet</div><div>Rear, nonresidential use: 0 feet</div><div>Density: Up to 2.0 FAR, up to 30 units per acre.</div></div>										
<p>Amend the zoning ordinance to establish minimum densities to ensure that parcels are developed close to their maximum densities (at 75%) to prevent substantial net loss of any residential units and encourage higher density/more affordable building typologies.</p> <p>Source: Housing Element Program A-5</p> <p>Revise R-3 zone to ensure multiple units are developed per lot. Describe each residential zone in detail within Section 99 of the Municipal Code.</p> <p>Section 97 / 99</p>	<p>Before any density bonuses are applied, the number of dwelling units permitted in a residential development shall not exceed <u>or be developed at less than</u> the following amounts:</p> <table><tr><th>ZONE</th><th>DENSITY <u>RANGE</u></th></tr><tr><td>R-1</td><td>1.0 - 7.0</td></tr><tr><td>R-2</td><td>8.0 - 17.0</td></tr><tr><td>R-3</td><td>18.0 - 30.0</td></tr><tr><td>CRR</td><td>1.0 - 30.0</td></tr></table> <p><u>Residential development shall equal at least the lowest value for each zone’s density range, exclusive of properties encumbered by or proposed for deeded or dedicated easements, unless the property owner can demonstrate to the Development Services Director that physical or environmental constraints on the property make development to the minimum density infeasible.</u></p>	ZONE	DENSITY <u>RANGE</u>	R-1	1.0 - 7.0	R-2	8.0 - 17.0	R-3	18.0 - 30.0	CRR	1.0 - 30.0
ZONE	DENSITY <u>RANGE</u>										
R-1	1.0 - 7.0										
R-2	8.0 - 17.0										
R-3	18.0 - 30.0										
CRR	1.0 - 30.0										
<p>Amend the zoning ordinance to update density bonuses to meet current state requirements (AB 2345, SB 1763, SB 1227).</p> <p>Source: Housing Element Program B-2</p> <p>Revise the existing density bonus provisions to match state law.</p> <p>Section 97</p>	<p>https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65915&lawCode=GOV</p> <p>65915.</p> <p>(a) (1) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within the City shall comply with this section.</p> <p>(2) The City shall not condition the submission, review, or approval of an application pursuant to this chapter on the preparation of an additional report or study that is not otherwise required by state law, including this section. This subdivision does not prohibit the City from requiring an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p).</p> <p>(3) In order to provide for the expeditious processing of a density bonus application, the City shall do all of the following:</p> <p>(A) Adopt procedures and timelines for processing a density bonus application.</p> <p>(B) Provide a list of all documents and information required to be submitted with the density bonus application in order for the density bonus application to be deemed complete. This list shall be consistent with this chapter.</p> <p>(C) Notify the applicant for a density bonus whether the application is complete in a manner consistent with the timelines specified in Section 65943.</p> <p>(D) (i) If the City notifies the applicant that the application is deemed complete pursuant to subparagraph (C), provide the applicant with a determination as to the following matters:</p> <p>(I) The amount of density bonus, calculated pursuant to subdivision (f), for which the applicant is eligible.</p> <p>(II) If the applicant requests a parking ratio pursuant to subdivision (p), the parking ratio for which the applicant is eligible.</p> <p>(III) If the applicant requests incentives or concessions pursuant to subdivision (d) or waivers or reductions of development standards pursuant to subdivision (e), whether the applicant has provided adequate information for the City to make a determination as to those incentives, concessions, or waivers or reductions of development standards.</p>										

	<p>(ii) Any determination required by this subparagraph shall be based on the development project at the time the application is deemed complete. The City shall adjust the amount of density bonus and parking ratios awarded pursuant to this section based on any changes to the project during the course of development.</p> <p>(b) (1) The City shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), if an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:</p> <p>(A) Ten percent of the total units of a housing development, including a shared housing building development, for rental or sale to lower income households, as defined in Section 50079.5 of the Health and Safety Code.</p> <p>(B) Five percent of the total units of a housing development, including a shared housing building development, for rental or sale to very low income households, as defined in Section 50105 of the Health and Safety Code.</p> <p>(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code. For purposes of this subparagraph, “development” includes a shared housing building development.</p> <p>(D) Ten percent of the total dwelling units of a housing development are sold to persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.</p> <p>(E) Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.</p> <p>(F) (i) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:</p> <p>(I) All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the City that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subclause is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.</p> <p>(II) The applicable 20-percent units will be used for lower income students.</p> <p>(III) The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.</p> <p>(IV) The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person’s homeless status may verify a person’s status as homeless for purposes of this subclause.</p> <p>(ii) For purposes of calculating a density bonus granted pursuant to this subparagraph, the term “unit” as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.</p> <p>(G) One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager’s unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. For purposes of this subparagraph, “development” includes a shared housing building development.</p> <p>(2) For purposes of calculating the amount of the density bonus pursuant to subdivision (f), an applicant who requests a density bonus pursuant to this subdivision shall elect whether the bonus shall be awarded on the basis of subparagraph (A), (B), (C), (D), (E), (F), or (G) of paragraph (1).</p> <p>(c) (1) (A) An applicant shall agree to, and The City shall ensure, the continued affordability of all very low and low-income rental units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.</p> <p>(B) (i) Except as otherwise provided in clause (ii), rents for the lower income density bonus units shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.</p> <p>(ii) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), rents for all units in the development, including both base density and density bonus units, shall be as follows:</p> <p>(I) The rent for at least 20 percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.</p> <p>(II) The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for lower income households, as those rents and incomes are determined by the California Tax Credit Allocation Committee.</p> <p>(2) (A) An applicant shall agree to ensure, and The City shall ensure, that a for-sale unit that qualified the applicant for the award of the density bonus meets either of the following conditions:</p> <p>(i) The unit is initially occupied by a person or family of very low, low, or moderate income, as required, and it is offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code and is subject to an equity sharing agreement.</p> <p>(ii) The unit is purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code and that includes all of the following:</p> <p>(I) A repurchase option that requires a subsequent purchaser of the property that desires to resell or convey the property to offer the qualified nonprofit corporation the right to repurchase the property prior to selling or conveying that property to any other purchaser.</p> <p>(II) An equity sharing agreement.</p>	Item 23.

	<p>(III) Affordability restrictions on the sale and conveyance of the property that ensure that the property will be preserved for lower income housing for at least 45 years for owner-occupied housing units and will be sold or resold only to persons or families of very low, low, or moderate income, as defined in Section 50052.5 of the Health and Safety Code.</p> <p>(B) For purposes of this paragraph, a “qualified nonprofit housing corporation” is a nonprofit housing corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.</p> <p>(C) The City shall enforce an equity sharing agreement required pursuant to clause (i) or (ii) of subparagraph (A), unless it is in conflict with the requirements of another public funding source or law or may defer to the recapture provisions of the public funding source. The following apply to the equity sharing agreement:</p> <p>(i) Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller’s proportionate share of appreciation.</p> <p>(ii) Except as provided in clause (v), the City shall recapture any initial subsidy, as defined in clause (iii), and its proportionate share of appreciation, as defined in clause (iv), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote home ownership.</p> <p>(iii) For purposes of this subdivision, the City’s initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.</p> <p>(iv) For purposes of this subdivision, the City’s proportionate share of appreciation shall be equal to the ratio of the City’s initial subsidy to the fair market value of the home at the time of initial sale.</p> <p>(v) If the unit is purchased or developed by a qualified nonprofit housing corporation pursuant to clause (ii) of subparagraph (A) the City may enter into a contract with the qualified nonprofit housing corporation under which the qualified nonprofit housing corporation would recapture any initial subsidy and its proportionate share of appreciation if the qualified nonprofit housing corporation is required to use 100 percent of the proceeds to promote homeownership for lower income households as defined by Health and Safety Code Section 50079.5 within the jurisdiction of the City.</p> <p>(3) (A) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity’s valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:</p> <p>(i) The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (b).</p> <p>(ii) Each unit in the development, exclusive of a manager’s unit or units, is affordable to, and occupied by, either a lower or very low income household.</p> <p>(B) For the purposes of this paragraph, “replace” shall mean either of the following:</p> <p>(i) If any dwelling units described in subparagraph (A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in subparagraph (A) in a development with occupied units, the proposed housing development shall provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).</p> <p>(ii) If all dwelling units described in subparagraph (A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these units in the same proportion of low-income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).</p> <p>(C) Notwithstanding subparagraph (B), for any dwelling unit described in subparagraph (A) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through the City’s valid exercise of its police power and that is or was occupied by persons or families above lower income, the City may do either of the following:</p> <p>(i) Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).</p> <p>(ii) Require that the units be replaced in compliance with the jurisdiction’s rent or price control ordinance, provided that each unit described in subparagraph (A) is replaced. Unless otherwise required by the jurisdiction’s rent or price control ordinance, these units shall not be subject to a recorded affordability restriction.</p> <p>(D) For purposes of this paragraph, “equivalent size” means that the replacement units contain at least the same total number of bedrooms as the units being replaced.</p> <p>(E) Subparagraph (A) does not apply to an applicant seeking a density bonus for a proposed housing development if the applicant’s application was submitted to, or processed by, The City before January 1, 2015.</p> <p>(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to The City a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with The City. The City shall grant the concession or incentive requested by the applicant unless The City makes a written finding, based upon substantial evidence, of any of the following:</p> <p>(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).</p>
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(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income moderate-income households.

(C) The concession or incentive would be contrary to state or federal law.

(2) The applicant shall receive the following number of incentives or concessions:

(A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a development in which the units are for sale.

(B) Two incentives or concessions for projects that include at least 17 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a development in which the units are for sale.

(C) Three incentives or concessions for projects that include at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a development in which the units are for sale.

(D) Four incentives or concessions for a project meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b). If the project is located within one-half mile of a major transit stop or is located in a very low vehicle travel area in a designated county, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

(E) One incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development.

(3) The applicant may initiate judicial proceedings if the City refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney’s fees and costs of suit. This subdivision shall not be interpreted to require the City to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. This subdivision shall not be interpreted to require the City to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources. The City shall establish procedures for carrying out this section that shall include legislative body approval of the means of compliance with this section.

(4) The City shall bear the burden of proof for the denial of a requested concession or incentive.

(e) (1) In no case may The City apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. Subject to paragraph (3), an applicant may submit to The City a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the City. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney’s fees and costs of suit. This subdivision shall not be interpreted to require the City to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. This subdivision shall not be interpreted to require the City to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

(2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(3) A housing development that receives a waiver from any maximum controls on density pursuant to clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f) shall only be eligible for a waiver or reduction of development standards as provided in subparagraph (D) of paragraph (2) of subdivision (d) and clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f), unless The City agrees to additional waivers or reductions of development standards.

(f) For the purposes of this chapter, “density bonus” means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the City, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density. The amount of density increase to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).

(1) For housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

(3) (A) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.

(B) For housing developments meeting the criteria of subparagraph (E) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph.

(C) For housing developments meeting the criteria of subparagraph (F) of paragraph (1) of subdivision (b), the density bonus shall be 35 percent of the student housing units.

(D) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), the following shall apply:

(i) Except as otherwise provided in clauses (ii) and (iii), the density bonus shall be 80 percent of the number of units for lower income households.

(ii) If the housing development is located within one-half mile of a major transit stop, the City shall not impose any maximum controls on density.

(iii) If the housing development is located in a very low vehicle travel area within a designated county, the City shall not impose any maximum controls on density.

(4) For housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Moderate-Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35
41	38.75

42	42.5
43	46.25
44	50

(5) All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

(g) (1) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to the City in accordance with this subdivision, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

Percentage Very Low Income	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

(2) This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks an increase pursuant to both this subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or diminish the authority of the City to require a developer to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

- (A) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.
- (B) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
- (C) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of Section 65583.2, and is or will be served by adequate public facilities and infrastructure.
- (D) The transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, not later than the date of approval of the final subdivision map, parcel map, or residential development application, except that the City may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the City before the time of transfer.
- (E) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of the transfer.
- (F) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.
- (G) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.
- (H) A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.
- (h) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a childcare facility that will be located on the premises of, as part of, or adjacent to, the project, The City shall grant either of the following:
 - (A) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility.
 - (B) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.

(2) The City shall require, as a condition of approving the housing development, that the following occur:

(A) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

	(B) Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).	Item 23.
	(3) Notwithstanding any requirement of this subdivision, the City shall not be required to provide a density bonus or concession for a childcare facility if it finds, based upon substantial evidence, that the community has adequate childcare facilities.	
	(4) “Childcare facility,” as used in this section, means a child daycare facility other than a family daycare home, including, but not limited to, infant centers, preschools, extended daycare facilities, and schoolage childcare centers.	
	(i) “Housing development,” as used in this section, means a development project for five or more residential units, including mixed-use developments. For the purposes of this section, “housing development” also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by The City and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.	
	(j) (1) The granting of a concession or incentive shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this subdivision, “study” does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the incentive or concession meets the definition set forth in subdivision (k). This provision is declaratory of existing law.	
	(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.	
	(k) For the purposes of this chapter, concession or incentive means any of the following:	
	(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).	
	(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.	
	(3) Other regulatory incentives or concessions proposed by the developer or the City that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).	
	(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the City, or the waiver of fees or dedication requirements.	
	(m) This section does not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which the applicant is entitled under this section shall be permitted in a manner that is consistent with this section and Division 20 (commencing with Section 30000) of the Public Resources Code.	
	(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit the City from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.	
	(o) For purposes of this section, the following definitions shall apply:	
	(1) “Designated county” includes the Counties of Alameda, Contra Costa, Los Angeles, Marin, Napa, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Mateo, Santa Barbara, Santa Clara, Solano, Sonoma, and Ventura.	
	(2) “Development standard” includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, a minimum lot area per unit requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.	
	(3) “Located within one-half mile of a major transit stop” means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.	
	(4) “Lower income student” means a student who has a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student to occupy a unit for lower income students under this section shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education in which the student is enrolled or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver from the college or university, the California Student Aid Commission, or the federal government.	
	(5) “Major transit stop” has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.	
	(6) “Maximum allowable residential density” or “base density” means the maximum number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan, or, if a range of density is permitted, means the maximum number of units allowed by the specific zoning range, specific plan, or land use element of the general plan applicable to the project. If the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan or specific plan, the greater shall prevail. Density shall be determined using dwelling units per acre. However, if the applicable zoning ordinance, specific plan, or land use element of the general plan does not provide a dwelling-units-per-acre standard for density, then the local agency shall calculate the number of units by:	
	(A) Estimating the realistic development capacity of the site based on the objective development standards applicable to the project, including, but not limited to, floor area ratio, site coverage, maximum building height and number of stories, building setbacks and stepbacks, public and private open space requirements, minimum percentage or square footage of any nonresidential component, and parking requirements,	412

	unless not required for the base project. Parking requirements shall include considerations regarding number of spaces, location, design, type, and circulation. A developer may provide a base density study and the local agency shall accept it, provided that it includes all applicable objective development standards.	Item 23.
	(B) Maintaining the same average unit size and other project details relevant to the base density study, excepting those that may be modified by waiver or concession to accommodate the bonus units, in the proposed project as in the study.	
	(7) (A) (i) “Shared housing building” means a residential or mixed-use structure, with five or more shared housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.	
	(ii) A “shared housing building” may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building. A shared housing building may include 100 percent shared housing units.	
	(B) “Shared housing unit” means one or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, that meets the “minimum room area” specified in Section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), and complies with the definition of “guestroom” in Section R202 of the California Residential Code. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.	
	(8) (A) “Total units” or “total dwelling units” means a calculation of the number of units that:	
	(i) Excludes a unit added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.	
	(ii) Includes a unit designated to satisfy an inclusionary zoning requirement of The City.	
	(B) For purposes of calculating a density bonus granted pursuant to this section for a shared housing building, “unit” means one shared housing unit and its pro rata share of associated common area facilities.	
	(9) “Very low vehicle travel area” means an urbanized area, as designated by the United States Census Bureau, where the existing residential development generates vehicle miles traveled per capita that is below 85 percent of either regional vehicle miles traveled per capita or city vehicle miles traveled per capita. For purposes of this paragraph, “area” may include a travel analysis zone, hexagon, or grid. For the purposes of determining “regional vehicle miles traveled per capita” pursuant to this paragraph, a “region” is the entirety of incorporated and unincorporated areas governed by a multicounty or single-county metropolitan planning organization, or the entirety of the incorporated and unincorporated areas of an individual county that is not part of a metropolitan planning organization.	
	(p) (1) Except as provided in paragraphs (2), (3), and (4), upon the request of the developer, The City shall not require a vehicular parking ratio, inclusive of parking for persons with a disability and guests, of a development meeting the criteria of subdivisions (b) and (c), that exceeds the following ratios:	
	(A) Zero to one bedroom: one onsite parking space.	
	(B) Two to three bedrooms: one and one-half onsite parking spaces.	
	(C) Four and more bedrooms: two and one-half parking spaces.	
	(2) (A) Notwithstanding paragraph (1), if a development includes at least 20 percent low-income units for housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b) or at least 11 percent very low income units for housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, The City shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per unit. Notwithstanding paragraph (1), if a development includes at least 40 percent moderate-income units for housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code, and the residents of the development have unobstructed access to the major transit stop from the development then, upon the request of the developer, The City shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per bedroom.	
	(B) For purposes of this subdivision, “unobstructed access to the major transit stop” means a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, “natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.	
	(3) Notwithstanding paragraph (1), if a development meets the criteria of subparagraph (G) of paragraph (1) of subdivision (b), then, upon the request of the developer, The City shall not impose vehicular parking standards if the development meets any of the following criteria:	
	(A) The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development.	
	(B) The development is a for-rent housing development for individuals who are 55 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.	
	(C) The development is either a special needs housing development, as defined in Section 51312 of the Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the Health and Safety Code. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.	
	(4) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide onsite parking through tandem parking or uncovered parking, but not through on street parking.	
	(5) This subdivision shall apply to a development that meets the requirements of subdivisions (b) and (c), but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d).	
	(6) This subdivision does not preclude The City from reducing or eliminating a parking requirement for development projects of any type in any location.	
	(7) Notwithstanding paragraphs (2) and (3), if a city, county, city and county, or an independent consultant has conducted an areawide or jurisdiction wide parking study in the last seven years, then The City may impose a higher vehicular parking ratio not to exceed the ratio described in paragraph (1), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking	413

	<div>availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low-income and very low income individuals, including seniors and special needs individuals. The City shall pay the costs of any new study. The City shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio.</div> <div>Item 23.</div> <div>(8) A request pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).</div> <div>(q) Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number. The Legislature finds and declares that this provision is declaratory of existing law.</div> <div>(r) This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.</div> <div>(s) Notwithstanding any other law, if a city, including a charter city, county, or city and county has adopted an ordinance or a housing program, or both an ordinance and a housing program, that incentivizes the development of affordable housing that allows for density bonuses that exceed the density bonuses required by the version of this section effective through December 31, 2020, that city, county, or city and county is not required to amend or otherwise update its ordinance or corresponding affordable housing incentive program to comply with the amendments made to this section by the act adding this subdivision, and is exempt from complying with the incentive and concession calculation amendments made to this section by the act adding this subdivision as set forth in subdivision (d), particularly subparagraphs (B) and (C) of paragraph (2) of that subdivision, and the amendments made to the density tables under subdivision (f).</div> <div>(t) When an applicant proposes to construct a housing development that conforms to the requirements of subparagraph (A) or (B) of paragraph (1) of subdivision (b) that is a shared housing building, The City shall not require any minimum unit size requirements or minimum bedroom requirements that are in conflict with paragraph (7) of subdivision (o).</div>																																																												
<div>Pursuant to SB 330, review and amend the zoning ordinance and Design Review Board handbooks to ensure development standards, design guidelines, and findings are objective and promote certainty in the planning and approval processes.</div> <div>Source: Housing Element Program B-3</div> <div>Section 99</div>	<div>At present, all development standards appear to be objective. Upon the compilation of all recently adopted ordinances into the development code, MBI will conduct a second review to ensure the City’s development standards remain objective. Standards that are not strictly objective are highlighted below:</div> <div>CUP findings (from application):</div> <div><ul style="list-style-type: none">Does the proposal conform to the intent and purpose of the General Plan, zoning regulations and policies for protecting the physical and human environment of the neighborhood and community;The design of the improvements must be in harmony with the neighborhood and community objectives;If the proposal is approved, conditions of approval may be imposed with respect to site design, building design, maintenance, improvements or operation of the use.</div> <div>CUP findings (from project resolution):</div> <div><div>A. That the requested permit is within its jurisdiction according to the table of permissible uses.</div><div>B. The Application is Complete</div><div>C. The development is in general conformity with the Needles General Plan.</div><div>D. The development is in harmony with the area in which it is located.</div><div>E. The development will not materially endanger the public health or safety.</div><div>F. The development will not substantially injure the value of adjoining or abutting properties.</div></div>																																																												
<div>Study and revise development standards in multifamily districts to facilitate the development of properties at their maximum densities. Specifically amend:</div> <div><ul style="list-style-type: none">Minimum parking standardsHeight limitsLot coverage (elderly and disabled housing)ADA unit location requirements (elderly and disabled housing)</div> <div>Source: Housing Element Program B-4</div> <div>Include more specific language for the R-2 and R-3 zones in terms of parking standards, height limits, and lot coverage. Include language regarding parking standards in Section 99.</div> <div>Section 99</div>	<table><tr><th colspan="6">HEIGHT LIMITS</th></tr><tr><th colspan="3">Type of Building</th><th colspan="3">Maximum Height</th></tr><tr><td colspan="3">Residential Zones R-1 zone</td><td colspan="3">2 stories of 35 feet, whichever is less.</td></tr><tr><td colspan="3">R-2 and R-3 Zones</td><td colspan="3">3 stories or 45 feet, whichever is less.</td></tr><tr><td colspan="3">Commercial/Industrial/Mixed Use Zones</td><td colspan="3">45 feet</td></tr></table> <div>Remove provisions to minimum parking requirements. Maintain and include provisions for ADA spaces and electric charging spaces. Revise ‘residential garages and carports table.’</div> <table><tr><th></th><th>Front Yard</th><th colspan="2">Side Yard</th><th colspan="2">Rear Yard</th></tr><tr><th>Zone</th><th></th><th>Abutting a Street</th><th>Not Abutting a Street</th><th>Abutting a Street</th><th>Not Abutting a Street</th></tr><tr><td>R-1</td><td>20’</td><td>15’</td><td>5’</td><td>20’</td><td>20’</td></tr><tr><td>R-2</td><td>15’</td><td>15’</td><td>5’</td><td>15’</td><td>10’</td></tr><tr><td>R-3</td><td><u>10’</u></td><td><u>10’</u></td><td><u>5’</u></td><td><u>10’</u></td><td><u>5’</u></td></tr></table>	HEIGHT LIMITS						Type of Building			Maximum Height			Residential Zones R-1 zone			2 stories of 35 feet, whichever is less.			R-2 and R-3 Zones			3 stories or 45 feet, whichever is less.			Commercial/Industrial/Mixed Use Zones			45 feet				Front Yard	Side Yard		Rear Yard		Zone		Abutting a Street	Not Abutting a Street	Abutting a Street	Not Abutting a Street	R-1	20’	15’	5’	20’	20’	R-2	15’	15’	5’	15’	10’	R-3	<u>10’</u>	<u>10’</u>	<u>5’</u>	<u>10’</u>	<u>5’</u>
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Amend the zoning ordinance to revise the minimum required unit area for multifamily units. Ensure that provisions for efficiency units are consistent with AB 352 (2017).

Source: Housing Element Program B-5

Revise development standards to account for tiny homes and studio apartments in the R-3 zone. Include language on tiny homes in Section 99.

AB 352 links:

<https://legiscan.com/CA/text/AB352/id/1651278>

<http://blob.capitoltrack.com/17blobs/c07421b5-424d-4981-9190-f8dd75d65359>

Section 99

Zone	Minimum Gross Floor Area (square feet per dwelling unit)			
	0 Bedroom Unit	1 Bedroom Unit	2 Bedroom Unit	3 Bedroom Unit
R-1 and CRR zones	900	1,000	1,100	1,200
R-2 zone	550 <u>*220*</u>	800 <u>600</u>	950	1,050
R-3 and C-2 zones	550 <u>*220*</u>	650 <u>600</u>	800	950
C-2 zone —Downtown Core/elderly housing in any zone	450 <u>*220*</u>	600*	800	900
* efficiency units. Note: Each additional bedroom beyond 3 requires an additional 100 square foot minimum to the gross floor area.				

Amend the zoning ordinance to address multiple changes to state law regarding ADUs (including AB 587, AB 671, AB 68, and SB 13). Monitor state law on an annual basis and revise the zoning ordinance as appropriate.

Source: Housing Element Program B-6

Section 96

Standards for Accessory Dwelling Units Created Through Construction of or Additions to a Detached Accessory Building or by Construction of or Additions to an existing dwelling

1. Zones. The proposed unit would be located on a lot that contains a proposed or existing dwelling located in one of the following residential zones: R-1, R-2, R-3, CRR, and C-2.
2. On lots zoned for ~~R-1 single family residential use~~, one ADU is allowed per primary dwelling unit. On lots zoned ~~R-2, R-3, CRR, and C-2, for multi-family residential use~~, a maximum of two ADUs are permitted.
3. Rental. The Accessory Dwelling Unit may be rented but may not be rented for a period of less than 30 consecutive days or used as a Vacation Rental.
4. Location on lot. The Accessory Dwelling Unit shall either be attached to the existing dwelling or located within the Living Area of the existing dwelling or shall be detached from the existing dwelling and located on the same lot as the existing dwelling. If detached, the Accessory Dwelling Unit shall be separated from the Primary Unit and any Detached Accessory Building a minimum of three feet.
5. Zoning Development Standards. The proposed unit shall comply with development standards for the underlying zone in which it is located, specifically standards for lot coverage, setback, height, and floor area ratio, except as explicitly set forth herein.
6. Separate Kitchen and Bathroom. The proposed Accessory Dwelling Unit shall contain a separate kitchen and bathroom; both the Primary Unit and the Accessory Dwelling Unit shall comply at a minimum with all requirements of the current residential code; and the Accessory Dwelling Unit shall comply with the building code at the time it was constructed.
7. Size. ~~The increased floor area of an Attached Accessory Dwelling Unit shall not exceed 50 percent of the existing Living Area, with a maximum allowable increase in floor area of 1,200 square feet. The total area of floorspace for a newly constructed Detached Accessory Dwelling Unit shall not exceed 1,200 square feet. There is no limit on the size of an accessory dwelling unit that is attached to or detached from a primary unit, except that attached and detached accessory dwelling units shall not be larger than the primary unit, and detached and attached accessory dwelling units shall comply with setback requirements, the required distance between units, open space requirements and maximum lot coverage/FAR requirements applicable to the parcel on which the unit is located.~~
8. Height. A detached Accessory Dwelling Unit shall not exceed the height of maximum height limit of its respective zone. ~~15 feet in height.~~
9. Passageway. No Passageway shall be required in conjunction with the construction of an Accessory Dwelling Unit.
10. Setback Exceptions. A detached Accessory Dwelling Unit must have a minimum set back of four ~~five~~ feet from side and rear property lines. No setback shall be required for a lawfully constructed garage or other accessory structure in existence prior to execution of this Ordinance that is converted to an Accessory Dwelling Unit, and a setback of no more than four (4) ~~five (5)~~ feet from the side and rear lot lines shall be required for an Accessory Dwelling Unit that is constructed above a garage. In the event an Accessory Dwelling Unit is permitted prior to the primary residence, a minimum front set back of 26 feet shall apply.
11. Parking. The application shall comply with parking provisions of Needles’ Municipal Code Section 111, including parking setback limitations, except as set forth below:
 - a. One parking space per accessory dwelling unit or per bedroom, whichever is less, of the proposed Accessory Dwelling Unit in addition to those required for the Primary Unit(s).
 - b. Required parking for the Accessory Dwelling Unit may be uncovered.
 - c. Off-street parking for an Accessory Dwelling Unit may be in tandem with parking for the Primary Unit or may be allowed in the front setback, unless specific findings are made that such is not feasible based on specific site topographical or fire and life safety conditions. All parking spaces shall be on an Improved Parking Surface that satisfies City Standards.
 - d. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an Accessory Dwelling Unit, the City does not require that those parking spaces be replaced,
 - e. Subsections A through D of this Standard 11 shall not apply to a unit described in subsection 11F below.
 - f. On-site parking is not required for an Accessory Dwelling Unit in any of the following circumstances:
 - The unit is located within one-half mile of Public Transit.
 - The unit is part of the existing Primary Unit or an existing Accessory Building.

	<div>Item 23.</div> <ul style="list-style-type: none">When on-street parking permits are required but not offered to the occupant of the unit.When there is a car share vehicle located within one block of the unit. <p>12. Feasibility Inspection. Unless the project constitutes new construction, a building inspection shall be performed by the City's Building Dept. at applicant's cost, and a report establishing the feasibility of the project to meet applicable building and residential codes shall be provided to the Director, or his/her designee, of Development Services prior to approval of an Accessory Dwelling Unit permit.</p> <p>13. Adequate sanitary service capacity for the additional increment of effluent resulting from the Accessory Dwelling Unit would be available. If the lot is connected to the public sewer system, the applicant has submitted a letter from the appropriate Sanitary District to that effect. If the lot is not connected to the public sewer system, the applicant will need to demonstrate that the individual or alternative sewage disposal system serving the lot has adequate capacity to accommodate the proposed Accessory Dwelling Unit.</p> <p>14. The Accessory Dwelling Unit would comply with all applicable Fire District regulations, subject to provisions and limitations set forth in Government Code Section 65852.2.</p> <p>15. The Accessory Dwelling Unit would comply with all applicable Water District regulations, subject to provisions and limitations set forth in Government Code Section 65852.2</p> <p>f. Standards for Accessory Dwelling Units Created Exclusively through Conversion of Existing Floorspace in a Single-Family Dwelling, Multifamily Structure, or a Detached Accessory Building</p> <p>1. The unit shall be located in one of the following residential zones: R-1, R-2, R-3, CRR, <u>and C-2</u>.</p> <p>2. The unit shall be created within an existing legal structure (a single-family dwelling or a Detached Accessory Building appurtenant to a single-family dwelling) and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure.</p> <p>3. The unit shall provide independent exterior access from the Primary Unit.</p> <p>4. The unit has sufficient setbacks to meet fire safety requirements.</p> <p>5. There shall be no more than one Accessory Dwelling Unit per primary dwelling on a single-family lot. On a multifamily lot, up to 25 percent of existing units may have an Accessory Dwelling Unit.</p> <p>6. Rental. The unit may be rented but may not be rented for a period less than 30 consecutive days or used as a Vacation Rental.</p> <p>7. Feasibility Inspection. A building inspection shall be performed by the City's Building Division at applicant's cost, and a memo establishing the feasibility of the project to meet applicable building and residential codes shall be provided to the Director, or his/her designee, of Community Development, prior to approval of a permit.</p> <p>g. Standard for Junior Accessory Dwelling Units</p> <p>1. The proposed junior accessory dwelling unit would be located in a residential zone, including the R-1, R2, R-3 and CRR, <u>and C-2</u> zones.</p>
<p>Maintain a mixture of residential land use designations and development regulations that accommodate various building types and styles, including but not limited to small-lot, single-family homes; tiny homes; detached condominiums; townhomes; duplex/triplex/multiplex; courtyard apartments; bungalow courts; live/work units; mixed-use projects; moveable tiny homes; 3D printed homes; and new prefab housing types that meet state and local building code standards. Continue to explore innovative building types and housing options that can be implemented through the City’s zoning ordinance by reviewing development designators (such as Permitted, Conditionally Permitted, etc.) and designations and amend as appropriate.</p> <p>Source: Housing Element Program B-13</p> <ul style="list-style-type: none">Revise each zone that allows residential uses (R-1, R-2, R-3, CRR, C-1 and C-2) to include information on specific housing typologies and housing development standards in a clear and concise manner.Fold parking standards for each zone into Section 99.Revise the existing land use matrix to allow for a wide variety of housing types and clean up the formatting of the existing table. <p>Section 99</p>	<p>Sec. 99.06.09. Courts. In the CRR, R-2 and R-3 zones, where the arrangement of a building or buildings on the same lot creates a court (an open space surrounded on all sides by buildings, but not necessarily completely enclosed), such court shall contain a rectangular open area at least thirty (30) feet by forty (40) <u>twenty (20) by twenty (20)</u> feet in horizontal dimensions. (Ord. No. 427-AC, (part).) This standard shall also apply to multifamily and mixed-use residential development in the C-2 zone. (Ord. 427-AC, 659-AC). (FLAG FOR FIRE – Need building separation requirements)</p>
<p>Allow housing for the elderly, disabled, and developmentally disabled with reduced and flexible development standards. Amend the zoning ordinance to allow licensed adult care facilities by right. Review CUP standards for residential care facilities to ensure that the standards are</p>	<p>Added to table 96.01</p> <p>Add text to Section 112:</p>

<p>objective and focused on protecting the health, safety, and welfare of the residents of these facilities.</p> <p>Source: Housing Element Program E-2</p> <p>Section 96/Section 99/Section 112</p>	<div>Item 23.</div> <p>Sec. 112.06. Emergency Shelters and Supportive and Transitional Housing, <u>Elderly, Disabled, and Adult Care Facilities</u>.</p> <p>(a) Definitions.</p> <p>Emergency shelter: means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay (as defined by California Health and Safety Code Section 50801(e)).</p> <p>Supportive housing: means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community (as defined by Government Code Section 65582) Supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.</p> <p>Target population: means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people (as defined by Government Code Section 65582).</p> <p>Transitional housing: means a building or buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculation of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six (6) months from the beginning of the assistance (as defined by Section 50675.2 of the Health and Safety Code). Transitional housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. Transitional housing does not include state licensed residential care facilities.</p>																								
<p>Review the City zoning code to determine whether updates are needed to comply with the state Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). The act calls for the zoning ordinance to treat employee housing (including farmworker housing) that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). The zoning ordinance must also treat employee housing consisting of no more than 12 units or 36 beds as an agricultural use and permitted in the same manner as other agricultural uses in the same zone (Section 17021.6) in zones where agricultural uses are permitted.</p> <p>Source: Housing Element Program E-3</p> <p>Include a Special Needs Housing section within Section 99 of the Needles Municipal Code.</p> <p>Section 112</p>	<p>Add text to Section 112:</p> <p>A. Qualified employee housing providing accommodations for six or fewer employees, pursuant to Health and Safety Code Section 17021.5(b), shall be deemed a single-family dwelling and is allowed in residential zones. Qualified employee housing is subject to all Municipal Codes, regulations and other standards generally applicable to other residential dwellings of the same type in the same zone.</p> <p>B. Qualified employee housing providing accommodations for seven or more employees and consisting of no more than 36 beds in group quarters or 12 units or spaces designed for use by a single family or household, pursuant to Health and Safety Code Section 17021.6(b), shall be deemed an agricultural land use and is allowed in such zones for agricultural use or an equivalent agricultural zone within a City approved Sectional Planning Area plan or Specific Plan. Qualified employee housing is subject to all Municipal Codes, regulations and other standards generally applicable to other agricultural activity in the same zone.</p>																								
<p>Amend the zoning ordinance to modify the parking requirements for emergency shelters to ensure that they are only based on the number of staff. Amend the emergency shelters code to ensure that shelters are not subject to standards that do not apply to other uses in the same zone, including but not limited to a 500-foot residential buffer.</p> <p>Source: Housing Element Program E-4</p> <p>Include Special Needs Housing parking provisions within the parking standards.</p> <p>Section 111/112</p>	<p>Revise Section 112.06 Emergency Shelters and Supportive and Transitional Housing</p> <p>(b)(3) Minimum site design and development Standards. An emergency shelter is subject to all property development standards of the zoning district in which it is located except as modified by the following standards: (a) The maximum number of beds or persons to be served nightly by an emergency shelter shall be thirty-four (34). (b) Off-street parking shall include one (1) vehicle parking space per three (3) beds and one (1) space per employee on the largest shift. A covered and secure area for bicycle parking shall be provided for use by staff and clients, commensurate with demonstrated need, but no less than a minimum of eight (8) bike parking spaces.</p>																								
<p>Pursuant to SB 48, amend the zoning ordinance to establish provisions for low-barrier navigation centers. Allow centers that meet specific objective requirements by-right in areas zoned for mixed uses.</p> <p>Source: Housing Element Program E-5</p> <p>Revise the land use matrix to include low barrier navigation centers, potentially under a subsection for Special Needs Housing.</p> <p>Section 96 / 99 / 112</p>	<p>Added to table 96.01</p> <table><tr><th><u>Uses</u> <u>Descriptions</u></th><th><u>R1</u></th><th><u>R2</u></th><th><u>R3</u></th><th><u>CR</u></th><th><u>C1</u></th><th><u>C2</u></th><th><u>DT</u></th><th><u>C3</u></th><th><u>M1</u></th><th><u>M2</u></th><th><u>P</u></th></tr><tr><td>Low Barrier Navigation Centers</td><td></td><td></td><td></td><td></td><td>Z</td><td>Z</td><td></td><td></td><td>Z</td><td>Z</td><td></td></tr></table> <p>Bill Text: CA SB48 2019-2020 Regular Session Amended LegiScan</p>	<u>Uses</u> <u>Descriptions</u>	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>CR</u>	<u>C1</u>	<u>C2</u>	<u>DT</u>	<u>C3</u>	<u>M1</u>	<u>M2</u>	<u>P</u>	Low Barrier Navigation Centers					Z	Z			Z	Z	
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Low Barrier Navigation Centers					Z	Z			Z	Z															

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<p>Pursuant to AB 2162 and AB 2988, supportive housing meeting certain criteria must be permitted by-right where residential uses are permitted, including mixed-use and nonresidential zones. Review AB 2162 and amend zoning ordinance to ensure compliance.</p> <p>Source: Housing Element Program E-6</p> <p>Revise the land use matrix to include supportive housing, potentially under a subsection for Special Needs Housing.</p> <p>Section 96 / 99 / 112</p>	<div>Item 23.</div> <p>Added to table 96.01</p> <table><tr><th><u>Uses</u></th><th><u>Descriptions</u></th><th><u>R1</u></th><th><u>R2</u></th><th><u>R3</u></th><th><u>CR</u></th><th><u>C1</u></th><th><u>C2</u></th><th><u>DT</u></th><th><u>C3</u></th><th><u>M1</u></th><th><u>M2</u></th><th><u>P</u></th></tr><tr><td>Supportive Housing</td><td></td><td>Z</td><td>Z</td><td>Z</td><td>Z</td><td>Z</td><td>Z</td><td></td><td></td><td>Z</td><td>Z</td><td></td></tr></table>	<u>Uses</u>	<u>Descriptions</u>	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>CR</u>	<u>C1</u>	<u>C2</u>	<u>DT</u>	<u>C3</u>	<u>M1</u>	<u>M2</u>	<u>P</u>	Supportive Housing		Z	Z	Z	Z	Z	Z			Z	Z																																		
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<p>Update zoning code to expressly permit the development of residential care facilities (6 or fewer residents) in residential zones. Adopt objective standards for residential care homes with 7 or more individuals in residential zones consistent with occupancy standards. Initiate and complete a process in 2023 to amend the Zoning Ordinance to allow group homes for seven or more in all residential zones.</p> <p>Source: Housing Element Program E-7</p> <p>Revise the land use matrix to include provisions for care centers for 6 or fewer residents, and 7 and above, potentially under a subsection for Special Needs Housing.</p> <p>Section 96 / 99 / 112</p>	<p>Added to table 96.01</p> <table><tr><th><u>Uses</u></th><th><u>Descriptions</u></th><th><u>R1</u></th><th><u>R2</u></th><th><u>R3</u></th><th><u>CR</u></th><th><u>C1</u></th><th><u>C2</u></th><th><u>DT</u></th><th><u>C3</u></th><th><u>M1</u></th><th><u>M2</u></th><th><u>P</u></th></tr><tr><td>Residential Care Facilities (6 or fewer residents)</td><td></td><td>Z</td><td>Z</td><td>Z</td><td>Z</td><td>Z</td><td>Z</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Residential Care Facilities (7 or more residents)</td><td></td><td>C</td><td>C</td><td>S</td><td>C</td><td>C</td><td>C</td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>Residential Care facilities are regulated by the California Department of Social Services, Community Care Licensing Division (CCLD) and Continuing Care Contracts Branch.</p> <p>Residential Care Facilities are licensed and inspected by the State.</p> <p>(The city might not have any Jurisdiction At a minimum a copy of the Approved State License and Approved Fire Inspection must be submitted to the city for verification when applying for the business license.)</p>	<u>Uses</u>	<u>Descriptions</u>	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>CR</u>	<u>C1</u>	<u>C2</u>	<u>DT</u>	<u>C3</u>	<u>M1</u>	<u>M2</u>	<u>P</u>	Residential Care Facilities (6 or fewer residents)		Z	Z	Z	Z	Z	Z						Residential Care Facilities (7 or more residents)		C	C	S	C	C	C																									
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<p>In the central part of town, which was the original town of Needles, many lots are now of insufficient size to meet the requirements for the building of a residential structure. The City permits those older homes to be remodeled or refurbished and will encourage new structures to replace the existing structures for residential use in a mixed-use zone, provided the City’s parking standards can be met. Since the lots are mostly too small to allow desired parking and garages, until two lots are available side by side (for parcel merging), developers and homebuilders are generally not interested in new construction in this part of town.</p> <p>Source: Housing Element – Housing Constraints – Governmental Constraints</p> <p>Revise development standards to allow for a variety of housing types that fit within the existing lot sizes. Potentially change the minimum lot sizes for the R-2 and R-3 zones. Alternatively, create a design district for those properties located within the central part of town.</p> <p>Section 98/Section 115</p>	<table><tr><td></td><td>Front Yard</td><td colspan="2">Side Yard</td><td colspan="2">Rear Yard</td></tr><tr><td>Zone</td><td></td><td>Abutting a Street</td><td>Not Abutting a Street</td><td>Abutting a Street</td><td>Not Abutting a Street</td></tr><tr><td>R-1</td><td>20’</td><td>15’</td><td>5’</td><td>20’</td><td>20’</td></tr><tr><td>R-2</td><td>15’</td><td>15’</td><td>5’</td><td>15’</td><td>10’</td></tr><tr><td>R-3</td><td>10’</td><td>10’</td><td>5’</td><td>10’</td><td>5’</td></tr></table> <table><tr><th rowspan="2">Zone</th><th colspan="4">Minimum Gross Floor Area (square feet per dwelling unit)</th></tr><tr><th>0 Bedroom Unit</th><th>1 Bedroom Unit</th><th>2 Bedroom Unit</th><th>3 Bedroom Unit</th></tr><tr><td>R-1 and CRR zones</td><td>900</td><td>1,000</td><td>1,100</td><td>1,200</td></tr><tr><td>R-2 zone</td><td>550*220*</td><td>800600</td><td>950</td><td>1,050</td></tr><tr><td>R-3 and C-2 zones</td><td>550*220*</td><td>650600</td><td>800</td><td>950</td></tr><tr><td>C-2 zone —Downtown Core/elderly housing in any zone</td><td>450*220*</td><td>600*</td><td>800</td><td>900</td></tr></table> <p>* efficiency units</p> <p>Note: Each additional bedroom beyond 3 requires an additional 100 square foot minimum to the gross floor area.</p> <p>Add section on Nonconforming Lots:</p> <p>115.01 Nonconforming lots</p> <p><u>(a) Determination Of Nonconforming Status: A nonconforming lot of record that does not comply with the current access, area, or dimensional requirements of this title for the zoning district in which it is located, shall be considered to be a legal building site if it meets one of the criteria specified by this section. The applicant shall be responsible for providing sufficient evidence to establish the applicability of one or more of the following to the satisfaction of the Development Services Director or their designee.</u></p> <p><u>1. Approved Subdivision: The lot was created through a subdivision approved by the City or the County, before incorporation.</u></p> <p><u>2. Individual Lot Legally Created By Deed: The lot is under one ownership and record, and was legally created by a recorded deed before the effective date of the zoning amendment that made the lot nonconforming or before the City adopted regulations requiring a Parcel Map for minor subdivisions.</u></p>		Front Yard	Side Yard		Rear Yard		Zone		Abutting a Street	Not Abutting a Street	Abutting a Street	Not Abutting a Street	R-1	20’	15’	5’	20’	20’	R-2	15’	15’	5’	15’	10’	R-3	10’	10’	5’	10’	5’	Zone	Minimum Gross Floor Area (square feet per dwelling unit)				0 Bedroom Unit	1 Bedroom Unit	2 Bedroom Unit	3 Bedroom Unit	R-1 and CRR zones	900	1,000	1,100	1,200	R-2 zone	550*220*	800600	950	1,050	R-3 and C-2 zones	550*220*	650600	800	950	C-2 zone —Downtown Core/elderly housing in any zone	450*220*	600*	800	900
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Multiple Family	<p>Parking is not required for residential uses within one-half mile of public transit. However, this provision shall not reduce, eliminate, or preclude the enforcement of any state or local requirement imposed on a new multifamily residential development that is located within one-half mile of public transit to provide electric vehicle supply equipment installed parking spaces or parking spaces that are accessible to persons with disabilities that would have otherwise applied to the multifamily residential development.</p> <p>In all other cases: One and one-half (1 ½) stalls per efficiency-dwelling unit, <u>one and one half (1 ½) stalls per dwelling unit</u>, or two (2) stalls for each unit having three (3) or more bedrooms, plus one (1) stall for every four (4) units for guests. One (1) stall for each unit shall be covered with a garage or carport.</p> <p><u>Residential uses may utilize every 22 feet of useable lot frontage (excluding driveway entrances) as counting toward one (1) stall of required parking.</u></p>
Rooming houses, residence clubs, fraternity and sorority houses	One (1) stall for every bedroom plus an additional four (4) stalls.

*Tandem parking shall be permissible in the Residential Uses
**EV charging station requirements shall be compliant with the most current California Green Building Code, Title 24.

(Ord. No. 427-AC)
Sec. 111.04.02. Parking spaces required--Recreational.

Type of Recreational Use	Off-Street Parking Stalls Required
Theaters and auditoriums with fixed seats	One (1) stall for every four (4) seats, or one (1) stall for each seven (7) feet of bench
Auditoriums and exhibit halls without fixed seats	One (1) stall per one hundred (100) gross square feet
Dance halls	One (1) stall for each five (5) seats or fifty (50) square feet of dance floor, whichever is greater
Bowling centers	Six (6) stalls per alley, plus one (1) stall for each shift employee
Billiard and card rooms	Two (2) stalls per table or one-half (1/2) stall for each seat, whichever is greater
Golf driving and shooting ranges	One and one-half (1 ½) stalls per station
Commercial swimming pools	One (1) stall per one hundred (100) square feet of pool area
Skating rinks and commercial recreation areas	One (1) stall for each one hundred (100) square feet of skating or recreational area plus one (1) stall for each shift employee
Tennis, handball and racket courts	Two (2) stalls per court, plus one (1) stall for each shift employee
Private clubs without overnight accommodations	One (1) stall for every four (4) persons of maximum occupancy of the facility, plus one (1) space for each regular employee

(Ord. No. 427-AC)
Sec. 111.04.03. Parking spaces required—Institutional.

Type of Institutional Use	Off-Street Parking Stalls Required
Hospitals	One (1) stall for each three (3) beds, plus one (1) stall per staff doctor, plus one (1) stall for each three (3) employees.
Convalescent homes, nursing homes and sanitariums	One (1) stall per staff or visiting doctor, plus one (1) stall per two (2) employees, plus one (1) stall for every four (4) beds.
Orphanages	One (1) stall for every three (3) employees plus one (1) stall for every ten (10) beds
Day care and nursery schools	One (1) stall for each employee, plus an additional two (2) stalls, plus one (1) loading/ drop off space for every five (5) children
<u>Assembly Uses</u>	One (1) stall for every four (4) seats or seven (7) linear feet of bench
Public, parochial and private elementary schools	One (1) stall for each employee, plus one (1) stall for every four (4) auditorium seats. Plus a bus loading area is required
Public, parochial and private high schools	One (1) stall for each employee, plus one (1) stall for each ten (10) students or one (1) stall for each four (4) auditorium seats, whichever is greater. Plus a bus loading area is required.
Colleges, art, craft, music and dancing schools and business, professional and trade schools	One (1) stall for each employee, plus one (1) space for each four (4) students or one (1) stall for each four (4) auditorium seats, whichever is greater.

(Ord. No. 427-AC)
Sec. 111.04.04. Parking spaces required--Office, medical or financial.

Type of Office, Medical or Financial Uses	Off-Street Parking Requirements
Medical, dental, optometry, or chiropractor offices and clinics	One (1) stall per one hundred fifty (150) square feet of gross floor area, or six (6) stalls per doctor, whichever is less
Research facilities	One (1) stall per employee, plus one (1) stall per five hundred (500) square feet of gross floor area
Banks, lending agencies, financial and governmental institutions, public utility offices (including drive-up facilities)	One (1) stall per three hundred (300) square feet of gross floor area
All other professional offices	One (1) stall per three hundred (300) square feet of gross floor area

(Ord. No. 427-AC)

Sec. 111.04.05. Parking spaces required--Retail/commercial.

Type of Retail/Commercial Use	Off-Street Parking Requirements
General retail sales, repair and services	One (1) stall per two hundred fifty (250) square feet of gross floor area
Uncovered general retail sales, repair and services	One (1) stall per two hundred fifty (250) square feet of gross sales area
Retail sales of large appliances, furniture or other similar bulky merchandise	One (1) stall per four hundred (400) square feet of gross floor area
Restaurants, bars, taverns, lunch rooms, night clubs and cocktail lounges	One (1) stall for every three (3) seats or one hundred (100) square feet of gross floor area devoted to dining, whichever is greater. Plus one (1) stall for each shift employee
Restaurants and other retail establishments with walk-up or drive-up windows and roadside stands	One (1) stall for every three (3) seats or one hundred (100) square feet of gross floor area, whichever is greater. Plus one (1) stall for each shift employee, plus eight (8) stalls for each exterior service window
Barber and beauty shops	One (1) stall per one hundred (100) square feet of gross floor area
Uncovered retail sales area for landscaping nurseries, vehicles and construction materials	One (1) stall for each four thousand (4,000) square feet of gross display area. Plus four (4) additional stalls, or one (1) stall per employee, whichever is greater
Service stations and vehicle repair garages	One (1) stall per four hundred (400) square feet of gross floor area. Plus three (3) additional stalls, or one (1) stall per employee (service bays shall not be counted as part of the required parking)
Hotels and motels	One (1) stall for each guest room, plus four (4) additional stalls , plus one (1) stall for each shift employee
Bus stations, train depots and other transportation depots	One (1) stall for each employee, plus user parking as determined by the city planner

(Ord. No. 427-AC)

Sec. 111.04.06. Parking spaces required--Industrial.

Type of Industrial Use	Off-Street Parking Required
Warehouses under ten thousand (10,000) square feet of gross floor area	One (1) stall per six hundred (600) square feet of gross floor area or ten (10) stalls per parcel, whichever is less
Warehouses over ten thousand (10,000) square feet of gross floor area	One (1) stall per five thousand (5,000) square feet of gross floor area of ten (10) stalls per parcel, whichever is more One (1) stall per six hundred (600) square feet of gross floor area
Wholesale sales (with limited retail)	
All manufacturing plants, research and development facilities, light industrial uses, wholesale service establishments, and laboratories	One (1) stall per three hundred fifty (350) square feet of gross floor area

(Ord. No. 427-AC)

Sec. 111.04.07. General off-street parking requirements.

The parking requirements previously listed are minimum. The planning commission may require additional stalls and off-street parking areas deemed necessary to reduce off-street parking congestion, and improve traffic and pedestrian safety within the city.

Sec. 111.04.08 Calculations of fractions of parking stalls.

If the calculation for required off-street parking results in a fraction of one-half (1/2) or more of a parking stall, then one (1) parking stall shall be provided. No parking stall is required for fractions of less than one-half (1/2) of a stall. (Ord. No. 427-AC)

Sec. 111.04.09. Parking ratios for a combination of entities. Where there is a combination of uses or entities for any-one (1) facility on a parcel, the total required off-street parking shall be the sum of the required parking spaces for each use or entity. The parking provided for one (1) use may not be used to satisfy the parking requirements for another use on the same site, unless all the following conditions are met:

- (a) Structures on the site clearly can be used only during limited time periods.
- (b) The uses occur during completely difference periods of time.
- (c) The city planner determines there will be no conflicts or safety hazards between the proposed uses.
- (d) A conditional use permit is obtained. (Ord. No. 427-AC)

Sec. 111.04.10. Other parking uses. The parking ratio shall be determined by the city planner for uses that are not specifically included or are not closely related to other uses included in the parking space requirement schedule. (Ord. No. 427-AC)

- The Planning Director may require additional information, such as a parking analysis, a queuing analysis, a noise analysis, or other relatable information in order to analyze the proposed parking.

Sec. 111.04.11. Other commercial uses. Proposed commercial buildings without uses specified and confirmed (by lease or other legal agreement) shall provide one (1) parking space for every, two hundred fifty (250) square feet of gross floor area.

Determining Parking Ratio by Employee Shift. The required minimum number of parking spaces for uses having a parking ratio based upon the number of employees, shall be determined by the employment shift with the greatest number of employees. (Ord. No. 427-AC)

- Discretionary Approved projects shall include conditions of approval to prevent project modifications that trigger parking changes such as increasing building square footage, and operational changes increasing the number of employees.

Item 23.

Sec. 111.04.12. Combined parking for separate lots. Every use shall provide the required parking on the same parcel except:

- (a) The owners of adjoining properties may provide parking space in common if said parking area is secured by easement or other sufficient legal document, and provided the total number of parking spaces is equal to the required sum for each individual use or entity.
 - Shared easement agreements shall run with the land and shall be reviewed by the City Staff and City Attorney prior to recordation.
 - The easement review and recording fees shall be borne by the applicant.
- (b) Any use located within a parking assessment district formed under the provisions of this Code need not provide the required parking as specified in this part. (Ord. No. 427-AC)

Bicycle Parking requirements to be established as Section 111.05 (see Excel table for other cities samples)

1. Minimum Bicycle Parking Requirements. Long-term bicycle parking shall be provided in secure, weather protected facilities for multi-family building residents who need bicycle parking for several hours or longer. Short-term bicycle parking shall be located in publicly accessible, highly visible locations that serve the main entrance of a multi-family building. Short-term bicycle parking shall be visible to bicyclists on the street and is intended for visitors. Amounts of required long-term and short-term bicycle parking shall be provided as follows:

- a. Long term Requirement. Multi-family buildings with 5 or more units, shall provide one (1) space per unit.
 - i. In-unit allowance standards. For sites with 20 or fewer units, up to 100% of bicycle parking spaces are permitted to be in dwelling units.
 - ii. For sites with more than twenty (20) units, up to 20% of bicycle parking are permitted in dwelling units.
 - iii. Elderly or disabled multi-family uses shall provide 1 bicycle parking space per 10 units.
- b. Long Term Additional Requirements. Multi-family buildings with more than twenty (20) units, shall include:
 - i. Cargo or long tail bicycle parking. A minimum of five (5) percent of bicycle spaces shall be provided for larger bicycles.
 - ii. Electrical bicycle charging. A minimum of five (5) percent of spaces shall have access to electrical outlets.
- c. Short Term Requirement. Multi-family buildings with more than twenty (20) units shall provide a minimum of one (1) space per twenty units.

2. Uniform Standards for All Bicycle Parking. Where long-term and short-term bicycle parking must be provided in lockers or racks, the following standards shall be met:

- a. Bicycle parking area. The area devoted to bicycle parking must be hard surfaced.
- b. Bicycle Racks. Racks must be designed so that the bicycle frame and one wheel can be locked to a rigid portion of the rack with a U-shaped shackle lock when both wheels are left on the bicycle.
- c. Bicycle Parking Space, Maneuvering Area, and Clearance Dimensions. Bicycle parking spaces, aisles and clearances must meet the minimum dimensions of the following:
 - i. Standard Bicycle Parking Spaces Requirements. The standard required bicycle space is two (2) feet in width, six (6) feet in length and three (3) feet four (4) inches in height. There must be at least five (5) feet behind all bicycle parking spaces to allow room for bicycle maneuvering. Where short-term bicycle parking is adjacent to a sidewalk, the maneuvering area may extend into the right-of-way; A wall clearance of two (2) feet six (6) inches must be provided. A minimum of one (1) foot five (5) inches shall be provided between spaces.
 - ii. Vertical Bicycle Parking Spaces Requirements. Vertical bicycle parking secures the parked bicycle perpendicular to the ground is permitted as an alternative to standard spaces. The vertical required bicycle space shall be two (2) feet in width, six (6) feet in height and two (2) feet in depth. There must be at least 5 feet behind all bicycle parking spaces to allow room for bicycle maneuvering. A minimum of one (1) foot five (5) inches shall be provided between spaces.
 - iii. Stacked Bicycle Parking Spaces Requirements. Stacked bicycle parking are racks that are stacked, one tier on top of another are permitted as an alternative to standard spaces. Bicycles shall be horizontal when in the final stored position. The rack must include a mechanically-assisted lifting mechanism to mount the bicycle on the top tier. There must be at least 5 feet behind all bicycle parking spaces to allow room for bicycle maneuvering. A minimum of one (1) foot five (5) inches shall be provided between spaces.
 - iv. Larger Cargo or Long Tail Bicycle Parking Spaces Requirements. These standard space dimensions shall be ten (10) feet in depth by three (3) feet in width by three (3) feet four (4) inches in height. At least 5’ feet behind the pace shall be provided for maneuvering. A minimum of one (1) foot five (5) inches shall be provided between spaces.
- d. Bicycle Lockers. Bicycle lockers that are fully enclosed and secured are permitted. The locker must be anchored to the ground, and an aisle a minimum width of five (5) feet in width behind all bicycle lockers to allow room for bicycle maneuvering shall be provided. The locker space shall have a minimum depth of 6 feet and an access door that is a minimum of 2 feet in width.
 - i. One (1) bicycle locker with one hundred and twenty (120) volt ac power per four (4) units and one (1) bicycle rack parking per every four (4) dwelling units no more than one hundred (100) feet from furthest unit served

3. Standards for Long-Term Bicycle Parking. Long-term bicycle parking must be provided in lockers or racks that meet the following standards:

- a. Security Standards. Long-term bicycle parking must be provided in one or more of the following:
 - i. A restricted access, lockable room or enclosure, designated exclusively for bicycle parking.
 - ii. A bicycle locker.
 - iii. In a residential dwelling unit.

	<div>Item 23.</div> <p>b. In-unit Parking Standards. Long-term bicycle parking spaces may be provided in a dwelling unit if following conditions are met:</p> <p>i. The residential unit shall include a dedicated bicycle parking area that meets the standard bicycle parking spacing dimensions above.</p> <p>ii. For buildings with no elevators, long-term in-unit bicycle parking shall be permitted only for first floor units.</p> <p>ii. Balconies, terraces, or patios are prohibited for in-unit parking.</p> <p>iv. Signage Standard. If bicycle parking is not visible from the public realm, a sign must be permanently posted at the main building or site entrance indicating the location of the bicycle parking.</p> <p>4. Standards for Short-term Bicycle Parking. Short-term bicycle parking must meet the following standards:</p> <p>a. Location. Bicycle parking must be on-site, outside the building, at the same grade as the sidewalk or at a location that can be reached by an accessible route.</p> <p>b. Main Entrance Proximity. The bicycle parking must be within 50 feet of the main entrance to the building as measured along the most direct pedestrian access route.</p>
<p>Undergo a substantial revision of those sections of the code that deal with walls and fencing. Ensure that the zoning code matches the building code, and include provisions about fence heights between different uses and fencing in the front yard areas. Look at Redlands and other jurisdictions for inspiration.</p> <p>Source: City’s Wish List (Finalized May 10, 2023)</p> <p>Section 99</p>	<p>Sec. 99.08.02. Fence height. (a) The maximum height of fences <u>between two or more residential uses</u> in residential zones shall be six (6) <u>seven (7)</u> feet, and the maximum height of any fence shall be fifteen (15) feet except where a greater height is required for sight-screening or noise reduction. <u>The maximum height of a fence within the front setback shall be four (4) feet. In all setback areas, fences more than (4) feet in height shall be permitted only when approved under the site plan review procedure and subject to the terms of such approval.</u> ¹</p> <p><u>Other walls and fence regulations include:</u></p> <p>a. <u>Walls and fences within the front setback shall not exceed 4 feet in height.</u></p> <p>b. <u>Walls and fences height shall be measured from the highest grade.</u></p> <p>c. <u>Prohibited fence materials in the residential and mixed-use zones include: sharp-edge, barbed wire, razor wire, and electrically charged fences.</u></p>
<p>Include more clarification within the zoning code regarding parking standards. Specifically, include more language on <i>where</i> cars are allowed to park on a property, as well as standards for how much of a property can be paved. <i>(Refer to Section 4: Governmental Constraints)</i></p> <p>Source: City’s Wish List (Finalized May 10, 2023)</p> <p>Section 111</p>	<p>Add to Section 111.01</p> <p>The off street parking facilities required by this title shall be located on the same lot or parcel of land as the use they are intended to serve, except that in cases of practical difficulty, the Development Services Director may approve substitute parking locations for ministerial projects which meet the following conditions:</p> <p>A. All or part of the substitute location is within two hundred feet (200') of the principal use for which the parking is being provided;</p> <p>B. The substitute lot is in the same possession as the use it is intended to serve. Such possession may be by deed or long term lease, the terms of which meet the approval of the city.</p> <p>C. The off street parking facilities required by this title shall be located on the same lot or parcel of land as the residential unit they are intended to serve.</p> <p>D. Parking spaces shall not be located in any required front yard, except in legal nonconforming lots where garages or carports may be located in the front yard when approved by the planning commission.</p> <p>E. Not more than three (3) carports or garages on any one lot shall have their entryway facing the street.</p> <p>For discretionary projects, the planning commission may approve substitute parking locations for ministerial projects which meet the above conditions, or recommend approval to the city council for projects requiring council approval.</p> <p>Add to Section 111.03</p> <p>Secondary driveways in residential zones:</p> <p>a. Shall be permitted only on R1-Single Family Residential</p> <p>b. Driveways shall only be supported if lead to a garage, carport, or side yard area, and setback requirements are being met.</p> <p>c. No more than two driveway approaches per lot shall be permitted</p> <p>d. Approved driveways shall be constructed of impervious surface, such as concrete, asphalt, and pavers. Loose material such as gravel or decomposed granite, or similar material is prohibited for parking.</p> <p>e. Shall be permitted on corner lots or lots with more than one hundred (100) feet of street frontage</p> <p>The Planning Director with approval by the city engineer may approve a secondary driveway that is less than one hundred (100) feet, but in no case less than eighty-five (85) feet, that is not located on a corner lot and that not substantially reduce on-street parking and meets all of the following:</p> <ul style="list-style-type: none">• The second driveway must be at least ____ feet from the back of the curb return and at least ____ feet from the first driveway. ßConfer with Public Works/Engineering for appropriate distances• The driveway must be setback at least ____ feet from any driveway on an adjacent property.• The driveway must be setback at least ____ feet from a public utility.• The driveway shall be setback at least ____ feet away from an easement. <p>Construction of a second driveway requires the issuance of an encroachment permit to be reviewed and approved by the Public Works City Engineer.</p> <p>Planning submittal requirements include a zoning application to be reviewed and approved by the Planning Division prior of receiving encroachment permit approvals.</p>

	7. Subject to section 66474.4 of the subdivision map act, that the land is subject to a contract entered into pursuant to the California land conservation act of 1965 (commencing with section 51200 of the Government Code) and that the resulting parcels following a subdivision of the land would be too small to sustain their agricultural use.	
Revise solar requirements according to State law. The City, as a utility provider, wants to know what local jurisdictions are allowed to regulate when it comes to rooftop solar. Revise and include additional standards based on height, design and siting. Potentially include camouflage provisions. The City understands much of the regulations are governed by the Federal government. Source: City’s Wish List (Finalized May 10, 2023)	<div>According to the California Solar Permitting Guidebook, a local jurisdiction in California is allowed to regulate the following aspects of solar installation:</div> <div><ul style="list-style-type: none">Permit fees: The fees must be reasonable and based on the actual cost of providing the service.Permit application and plan review: The jurisdiction must provide a simple checklist for eligible systems and a standard plan for expedited review.Site inspection: The jurisdiction must inspect the system for safety and code compliance, and may use a third-party inspector if needed.Local utility approval: The jurisdiction must coordinate with the local utility to ensure the system meets the interconnection requirements.</div> <div>The local jurisdiction is not allowed to regulate the following aspects of solar installation:</div> <div><ul style="list-style-type: none">State code requirements: The jurisdiction must follow the state building, electrical, fire, and energy codes that apply to solar systems.Limits on local modifications: The jurisdiction cannot adopt any ordinance that creates more restrictive requirements for solar systems than the state codes, unless there is a clear and compelling public health or safety reason.Solar access rights: The jurisdiction cannot enforce any covenant, condition, or restriction that effectively prohibits or restricts the installation or use of a solar energy system, unless it is necessary to protect public health or safety</div> <div>Add SECTION ON SOLAR FACILITIES Required Findings for Approval of a Commercial Solar Energy Facility.</div> <div>(a) In order to approve a commercial solar energy generation facility, the Planning Commission shall determine that the location of the proposed commercial solar energy facility is appropriate in relation to the desirability and future development of communities, neighborhoods, and rural residential uses, and will not lead to loss of the scenic desert qualities that are key to maintaining a vibrant desert tourist economy by making each of the findings of fact in subdivision (c).</div> <div>(b) In making these findings of fact, the Planning Commission shall consider:</div> <div>(1) the characteristics of the commercial solar energy facility development site and its physical and environmental setting, as well as the physical layout and design of the proposed development in relation to nearby communities, neighborhoods, and rural residential uses; and</div> <div>(2) the location of other commercial solar energy generation facilities that have been constructed, approved, or applied for in the vicinity, whether within a city or unincorporated territory, or on state or federal land.</div> <div>(c) The finding of fact shall include the following:</div> <div>(1) The proposed commercial solar energy generation facility is either</div> <div>(A) sufficiently separated from existing communities and existing/developing rural residential areas so as to avoid adverse effects, or</div> <div>(B) of a sufficiently small size, provided with adequate setbacks, designed to be lower profile than otherwise permitted, and sufficiently screened from public view so as to not adversely affect the desirability and future development of communities, neighborhoods, and rural residential use.</div> <div>(2) Proposed fencing, walls, landscaping, and other perimeter features of the proposed commercial solar energy generation facility will minimize the visual impact of the project so as to blend with and be subordinate to the environment and character of the area where the facility is to be located.</div> <div>(3) The siting and design of the proposed commercial solar energy generation facility will be either:</div> <div>(A) unobtrusive and not detract from the natural features, open space and visual qualities of the area as viewed from communities, rural residential uses, and major roadways and highways, or</div> <div>(B) located in such proximity to already disturbed lands, such as electrical substations, surface mining operations, landfills, wastewater treatment facilities, etc., that it will not further detract from the natural features, open space and visual qualities of the area as viewed from communities, rural residential uses, and major roadways and highways. To assist in this determination, photo simulations of the proposed commercial solar energy generation facility as viewed from sensitive receptors (i.e. residences, trails, parks) and public roadways in the area may be required as part of the project’s application package.</div> <div>(4) The siting and design of project site access and maintenance roads have been incorporated in the visual analysis for the project and shall minimize visibility from public view points while providing needed access to the development site.</div> <div>(5) The proposed commercial solar energy generation facility will not adversely affect the feasibility of financing infrastructure development in areas planned for infrastructure development or will be located within an area not planned for future infrastructure development (e.g., areas outside of water agency jurisdiction).</div> <div>(6) The proposed commercial solar energy generation facility will not adversely affect to a significant degree the availability of groundwater supplies.</div> <div>(7) The proposed commercial solar energy generation facility will minimize site grading, excavating, and filling activities by being located on land where the existing grade does not exceed an average of five (5) percent across the developed portion of the project site, and by utilizing construction methods that minimize ground disturbance.</div> <div>(8) The proposed commercial solar energy generation facility will be located in proximity to existing electrical infrastructure, such as transmission lines, utility corridors, and roads, so that:</div> <div>(A) minimal ground disturbance and above ground infrastructure will be required to connect to the existing transmission grid, considering the location of the project site and the location and capacity of the transmission grid,</div> <div>(B) new electrical generation tie lines will be co-located on existing power poles whenever possible, and</div>	

	<p>(C) existing rights-of-way and designated utility corridors will be utilized to the extent practicable.</p> <p>(9) The proposed commercial solar energy generation facility will be sited so as to avoid or minimize impacts to the habitat of special status species, including threatened, endangered, or rare species, Critical Habitats, and Sensitive Areas as designated by the U.S. Fish and Wildlife Service, important habitat/wildlife linkages or areas of connectivity designated by County, state or federal agencies, and areas of Habitat Conservation Plans or Natural Community Conservation Plans that discourage or preclude development.</p> <p>(10) Adequate provision has been made to maintain and promote native vegetation and avoid the proliferation of invasive weeds during and following construction.</p> <p>(11) The proposed commercial solar energy generation facility will be located so as to avoid or mitigate impacts to significant cultural and historic resources, as well as sacred landscapes.</p> <p>(12) The proposed commercial solar energy generation facility will be designed in a manner that does not impede flood flows, avoids substantial modification of natural water courses, and will not result in erosion or substantially affect area water quality.</p> <p>(13) The proposed commercial solar energy generation facility will not be located within a floodway designated by the Federal Emergency Management Agency (FEMA), has been evaluated for flood hazard impacts, and will not result in increased flood hazards to upstream or downstream properties.</p> <p>(14) All on-site solar panels, switches, inverters, transformers, and substations shall be located at least one foot above the base flood elevation as shown on the Flood Insurance Rate Maps.</p> <p>(15) For development sites proposed on or adjacent to undeveloped alluvial fans, the commercial solar energy generation facility has been designed to avoid potential channel migration zones as demonstrated by a geomorphic assessment of the risk of existing channels migrating into the proposed development footprint, resulting in erosion impacts.</p> <p>(16) For proposed facilities located on prime agricultural soils or land designated by the California Farmland Mapping and Monitoring Program as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, where use of the land for agricultural purposes is feasible, the proposed commercial solar energy generation facility will not substantially affect the agricultural viability of surrounding lands.</p> <p>(17) If the proposed site is subject to a Williamson Act contract, the proposed commercial solar energy generation facility is consistent with the principals of compatibility set forth in California Government Code Section 51238.1.</p> <p>(18) The proposed commercial solar energy generation facility will not preclude access to significant mineral resources.</p> <p>(19) The proposed commercial solar energy generation facility will avoid modification of scenic natural formations.</p> <p>(20) The proposed commercial solar energy generation facility will be designed, constructed, and operated so as to minimize dust generation, including provision of sufficient watering of excavated or graded soil during construction to prevent excessive dust. Watering will occur at a minimum of three (3) times daily on disturbed soil areas with active operations, unless dust is otherwise controlled by rainfall or use of a dust palliative, or other approved dust control measure.</p> <p>(21) All clearing, grading, earth moving, and excavation activities will cease during period of winds greater than 20 miles per hour (averaged over one hour), or when dust plumes of 20 percent or greater opacity impact public roads, occupied structures, or neighboring property, and in conformance with Air Quality Management District (AQMD) regulations.</p> <p>(22) For sites where the boundary of a new commercial solar energy generation facility will be located within one-quarter mile of a primary residential structure, an adequate wind barrier will be provided to reduce potentially blowing dust in the direction of the residence during construction and ongoing operation of the commercial solar energy generation facility.</p> <p>(23) Any unpaved roads and access ways will be treated and maintained with a dust palliative or graveled or treated by another approved dust control method to prevent excessive dust, and paving requirements will be applied pursuant to Chapter 83.09 of the Development Code.</p> <p>(24) On-site vehicle speed will be limited to 15 miles per hour.</p> <p>(25) On terms and in an amount acceptable to the Director, adequate surety is provided for reclamation of commercial solar energy generation facility sites should energy production cease for a continuous period of 180 days and/or if the site is abandoned.</p> <p>Solar Energy Development Standards.</p> <p>(c) Night Lighting. Outdoor lighting within a commercial solar energy generation facility shall comply with the provisions of Chapter 83.07 of this Development Code.</p> <p>(d) Public Safety Services Impact Fees. The developer of an approved commercial solar energy generation facility shall pay a fee on an annual basis according to the following schedule:</p> <p>(e) Special Use Permit. Prior to the start of construction, the developer of an approved commercial solar energy generation facility shall submit for review, and gain approval for, a Conditional Use Permit (CUP). Thereafter, the CUP shall be renewed annually subject to annual inspections and the payment of fees.</p> <p>The annual CUP inspections shall review and confirm continuing compliance with the performance standards included in the findings of fact and the listed conditions of approval, including all mitigation measures. This comprehensive compliance review shall include evaluation of the operation and maintenance of the entire commercial solar energy generation facility. Failure to comply shall cause enforcement actions against the operator and owner of the facility. Such actions may cause a hearing or an action that could result in revocation of the facility’s conditional use permit and imposition of additional sanctions and/or penalties.</p> <p>(f) Project Notices. Notice of an application for approval of a commercial solar energy generation facility shall be provided to all property owners, whether located in a city or in the unincorporated area of the County, within the following parameters:</p> <p>(1) Area to be Notified: Owners of property located within 1,000 feet of the external boundaries of the parcel of the proposed site, or owners of property located up to 20 separate parcels away but not to exceed one quarter mile (1,320 ft.), whichever is greater.</p> <p>(2) Notification Timing. Notification shall be accomplished upon acceptance of a new Conditional Use Permit application or a Revision to an Approved Action application for a commercial solar energy generation facility, with additional notice of public hearings provided as required by law to property owners within the Area to be Notified cited above.</p>
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	<p>but not be limited to, removal of the facility. (The amount of the security instrument shall be calculated by the applicant in its submittal documents in an amount rationally related to the obligations covered by the bond and shall be specified in the conditions of approval.) Before issuance of any building permit, permittee must submit said security instrument.</p> <div data-bbox="2930 66 3045 124">Item 23.</div> <p>f. Noise. If a nearby property owner registers a noise complaint, the City shall forward the same to the permittee. Said compliant shall be reviewed and evaluated by the applicant. The permittee shall have 10 business days to file a written response regarding the complaint which shall include any applicable remedial measures. If the City determines the complaint is valid and the applicant has not taken any steps to minimize the noise, the City may hire a consultant to study, examine and evaluate the noise complaint and the permittee shall pay the fee for the consultant if the site is found in violation of this Section. The matter shall be reviewed by the Director. If the Director determines sound proofing or other sound attenuation measures are required to bring the project into compliance with the Code, the Director may impose conditions on the project to achieve said objective.</p> <p>g. Undergrounding. Accessory equipment shall be placed underground unless City staff determines that there is either no room in the public right-of-way for undergrounding or undergrounding is not feasible. If either exception applies, the accessory equipment may be placed above ground provided it is sufficiently concealed with natural or manmade features. When accessory equipment will be ground-mounted, such accessory equipment shall be enclosed within a structure that does not exceed a height of 5 feet, not exceed a footprint of 15 square feet, and shall be fully screened and/or camouflaged with landscaping and/or architectural treatment. Required electrical meter cabinets shall be screened and/or camouflaged.</p> <p>4. Standards for all facilities. The following requirements apply to all wireless telecommunications facilities.</p> <p>a. Antenna placement. Antenna elements shall be flush mounted, if feasible. All antenna mounts shall be designed so as not to preclude possible future collocation by the same or other operators or carriers.</p> <p>b. Traffic safety. Facilities shall be designed consistent with all applicable safety standards and shall be installed only in a location which does not violate pedestrian or traffic safety standards.</p> <p>c. Blending methods. All facilities shall have subdued colors and non-reflective materials that blend with the materials and colors of the surrounding area and structures.</p> <p>d. Poles. Pole mounted equipment and enclosure, exclusive of antennas, shall not exceed total volume allowed by City’s design standards. Strand mounted equipment and enclosure shall not exceed 2 cubic feet in total volume.</p> <p>e. Wind loads. Each facility shall be properly engineered to withstand wind loads as required by this Code or any duly adopted or incorporated code. An evaluation of high wind load capacity shall include the impact of modification of an existing facility.</p> <p>f. Obstructions. Each component part of a facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, incommode the public’s use of the right-of-way, or safety hazards to pedestrians and motorists.</p> <p>g. Public facilities. A facility shall not interfere with access to a fire hydrant, fire station, fire escape, water valve, underground vault, valve housing structure, or any other public health or safety facility.</p> <p>h. Screening. All ground-mounted facility, pole-mounted equipment, or walls, fences, landscaping or other screening methods shall be installed at least 18 inches from the curb and gutter flow line.</p> <p>i. Accessory equipment—Accessory equipment—Location. In locations where homes are only along one side of a street, above-ground accessory equipment shall not be installed directly in front of a residence. Such above-ground accessory equipment shall be installed along the side of street with no homes.</p> <p>j. Signage. No facility shall bear any signs or advertising devices other than certification, warning or other signage required by law or permitted by the City.</p> <p>k. Lighting. No facility may be illuminated unless specifically required by the Federal Aviation Administration or other government agency. Beacon lights are not permitted unless required by the Federal Aviation Administration or other government agency. Any required lighting shall be shielded to eliminate, to the maximum extent possible, impacts on the surrounding neighborhoods.</p> <p>l. Noise. Backup generators shall only be operated during periods of power outages, and shall not be tested on weekends or holidays, or between the hours of 7:00 p.m. and 7:00 a.m.</p> <p>m. Security. Each facility shall be designed to be resistant to, and minimize opportunities for, unauthorized access, climbing, vandalism, graffiti and other conditions that would result in hazardous situations, visual blight or attractive nuisances. For any discretionary permit, the Director may require the provision of warning signs, fencing, anti-climbing devices, or other techniques to prevent unauthorized access and vandalism when, because of their location and/or accessibility, a facility has the potential to become an attractive nuisance. Additionally, no lethal devices or elements shall be installed as a security device.</p> <p>n. Permit expiration. The installation and construction approved by a wireless telecommunications facility permit shall begin within one year after its approval or it will expire without further action by the City.</p> <p>o. Signs. At all times, all required notices and/or signs shall be posted on the site as required by the Federal Communications Commission, California Public Utilities Commission, any applicable licenses laws, and as approved by the City. The location and dimensions of a sign bearing the emergency contact name and telephone number shall be posted pursuant to the approved plans.</p> <div data-bbox="2971 1891 3045 1949">428</div>
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	<p>p. Permit expiration. A condition setting forth the permit expiration date in accordance with subsection N shall be included in the conditions of approval.</p> <p>r. Permit transfer. The permittee shall not transfer the permit to any person prior to the completion of the construction of the facility covered by the permit, unless and until the transferee of the permit has submitted the security instrument.</p> <p>s. Property rights. The permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement or property without the prior consent of the owner of that structure, improvement or property. No structure, improvement or property owned by the City shall be moved to accommodate a wireless telecommunications facility unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the permittee pays all costs and expenses related to the relocation of the City’s structure, improvement or property. Prior to commencement of any work pursuant to an encroachment permit issued for any facility within the public right-of-way, the permittee shall provide the City with documentation establishing to the City’s satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement or property within the public right-of-way to be affected by applicant’s facilities.</p> <p>t. Liability. The permittee shall assume full liability for damage or injury caused to any property or person by the facility.</p> <p>u. Repair obligations. The permittee shall repair, at its sole cost and expense, any damage, including, but not limited to, subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to City streets, sidewalks, walks, curbs, gutters, trees, parkways, street lights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems, or sewer systems and sewer lines that result from any activities performed in connection with the installation and/or maintenance of a wireless telecommunications facility in the public right-of-way. The permittee shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs. In the event the permittee fails to complete such repair within the number of days stated on a written notice by the City Engineer. Such time period for correction shall be based on the facts and circumstances, danger to the community and severity of the disrepair. Should the permittee not make said correction within the time period allotted the City Engineer shall cause such repair to be completed at permittee’s sole cost and expense.</p> <p>v. Drip line. No facility shall be permitted to be installed in the drip line of any tree in the right-of-way unless the facility is to be collocated on an existing facility in the drip line.</p> <p>w. Insurance. The permittee shall obtain, pay for and maintain, in full force and effect until the facility approved by the permit is removed in its entirety from the public right-of-way, an insurance policy or policies meeting the City of Westminster’s insurance requirements for contractors to perform work with public right-of-way.</p> <p>x. Indemnification. Permittee shall defend, indemnify, protect and hold harmless the City, its elected and appointed Council members, boards, commissions, officers, officials, agents, consultants, employees, and volunteers from and against any and all claims, actions, or proceeding against the City, and its elected and appointed Council members, boards, commissions, officers, officials, agents, consultants, employees, and volunteers to attack, set aside, void or annul, an approval of the City, Planning Commission or City Council concerning this permit and the project. Such indemnification shall include damages of any type, judgments, settlements, penalties, fines, defensive costs or expenses, including, but not limited to, interest, attorneys’ fees and expert witness fees, or liability of any kind related to or arising from such claim, action, or proceeding. The City shall promptly notify the permittee of any claim, action, or proceeding. Nothing contained herein shall prohibit the City from participating in a defense of any claim, action or proceeding. The City shall have the option of coordinating the defense, including, but not limited to, choosing counsel after consulting with permittee and at permittee’s expense.</p> <p>y. Hold harmless. Additionally, to the fullest extent permitted by law, the permittee, and every permittee and person in a shared permit, jointly and severally, shall defend, indemnify, protect and hold the City and its elected and appointed Council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers harmless from and against all claims, suits, demands, actions, losses, liabilities, judgments, settlements, costs (including, but not limited to, attorney’s fees, interest and expert witness fees), or damages claimed by third parties against the City for any injury claim, and for property damage sustained by any person, arising out of, resulting from, or are in any way related to the wireless telecommunications facility, or to any work done by or use of the public right-of-way by the permittee, owner or operator of the wireless telecommunications facility, or their agents, excepting only liability arising out of the sole negligence or willful misconduct of the City and its elected and appointed Council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers.</p> <p>z. Cabinet removal. Should the utility company servicing the facility with electrical service that does not require the use of an above ground meter cabinet, the permittee shall at its sole cost and expense remove the meter cabinet and any related foundation 90 days of such service being offered and reasonably restore the area to its prior condition. An extension may be granted if circumstances arise outside of the control of the permittee.</p> <p>aa. Relocation. The permittee shall modify, remove, or relocate its facility, or portion thereof, without cost or expense to City, if and when made necessary by: (i) any public improvement project, including, but not limited to, the construction, maintenance, or operation of any underground or above ground facilities, including, but not limited to, sewers, storm drains, conduits, gas, water, electric or other utility systems, or pipes owned by City or any other public agency; (ii) any abandonment of any street, sidewalk or other public facility; (iii) any change of grade, alignment or width of any street, sidewalk or other public facility; or (iv) a determination by the Director that the wireless telecommunications facility has become incompatible with public health, safety or welfare or the public’s use of the public right-of-way. Such modification, removal, or relocation of the facility shall be completed within 90 days of notification by City unless exigencies dictate a shorter period for removal or relocation. Modification or relocation of the facility shall require submittal, review and approval of a modified permit pursuant to the Code including applicable notice and hearing procedures. The permittee shall be entitled, on permittee’s election, to either a pro rata refund of fees paid for the original permit or to a new permit, without additional fee, at a location as close to the original location as the standards set forth in the Code allow. In the event the facility is not modified, removed, or relocated within said period of time, City may cause the same to be done at the sole cost and expense of permittee. Further, due to exigent circumstances including those of immediate or imminent threat to the public’s health and safety, the City may modify, remove, or relocate wireless telecommunications facilities without prior notice to permittee provided permittee is notified within a reasonable period thereafter.</p>
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	<div data-bbox="2930 64 3042 124" data-label="Page-Header">Item 23.</div> <div data-bbox="879 34 3017 171" data-label="List-Group"><p>bb. Conditions. Permittee shall agree in writing that the permittee is aware of, and agrees to abide by, all conditions of approval imposed by the wireless telecommunications facility permit within 30 days of permit issuance. The permit shall be void and of no force or effect unless such written consent is received by the City within said 30-day period.</p><p>cc. Right-of-way agreement. Prior to the issuance of any encroachment permit, permittee shall be required to enter into a right-of-way agreement with the City in accordance with the City’s past practice.</p></div> <div data-bbox="801 207 3017 304" data-label="Text"><p>5. Conditions of approval. In addition to compliance with the design and development standards outlined in this Section, all facilities shall be subject to the following conditions of approval (approval may be by operation of law), as well as any modification of these conditions or additional conditions of approval deemed necessary by the Director: As built drawings. The permittee shall submit an as built drawing within 90 days after installation of the facility. As-built drawings shall be in an electronic format acceptable to the City which can be linked to the City’s GIS.</p></div> <div data-bbox="879 342 3017 1397" data-label="List-Group"><p>a. Contact information. The permittee shall submit and maintain current at all times basic contact and site information on a form to be supplied by the City. The permittee shall notify the City of any changes to the information submitted within 30 days of any change, including change of the name or legal status of the owner or operator. This information shall include, but is not limited to, the following:</p><div data-bbox="879 479 3017 614" data-label="List-Group"><p>1 Identity, including the name, address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator, and the agent or person responsible for the maintenance of the facility.</p><p>2 The legal status of the owner of the wireless telecommunications facility.</p></div><p>b. Assignment. The permittee shall notify the City in writing at least 90 days prior to any transfer or assignment of the permit. The written notice required in this Section must include: (i) the transferee’s legal name; (ii) the transferee’s full contact information, including a primary contact person, mailing address, telephone number and email address; and (iii) a statement signed by the transferee that the transferee shall accept all permit terms and conditions. The Director may require the transferor and/or the transferee to submit any materials or documentation necessary to determine that the proposed transfer complies with the existing permit and all its conditions of approval, if any. Such materials or documentation may include, but shall not be limited to: Federal, State and/or local approvals, licenses, certificates or franchise agreements; statements; photographs; site plans and/or as-built drawings; and/or an analysis by a qualified radio frequency engineer demonstrating compliance with all applicable regulations and standards of the Federal Communications Commission. Noncompliance with the permit and all its conditions of approval, if any, or failure to submit the materials required by the Director shall be a cause for the City to revoke the applicable permits.</p><p>c. The wireless telecommunications facility shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the Director for the purpose of: (i) protecting the public health, safety, and welfare; (ii) preventing interference with pedestrian and vehicular traffic; and/or (iii) preventing damage to the public right-of-way or any adjacent property. The City may modify the permit to reflect such conditions, changes or limitations by following the same notice and public hearing procedures as are applicable to the underlying permit for similarly located facilities, except the permittee shall be given notice by personal service or by registered or certified mail at the last address provided to the City by the permittee.</p><p>6. Findings. No discretionary permit shall be granted for a wireless telecommunications facility unless the approving party makes all of the following findings:</p><div data-bbox="879 1094 3017 1397" data-label="List-Group"><p>a. All notices required for the proposed installation have been given.</p><p>b. The proposed facility would comply with all applicable laws.</p><p>c. The applicant has provided sufficient evidence supporting the applicant’s claim that it has the right to enter the public right-of-way pursuant to State or Federal law, or the applicant has entered into an agreement with the City permitting the applicant to use the public right-of-way.</p><p>d. The applicant has demonstrated one of the following: (a) the design and location for the proposed installation will be minimally intrusive on the purposes of this Section 17.400.177; or (b) denial of the proposed facility would “effectively prohibit” the deployment of wireless facilities in violation of Federal law.</p></div></div>
<div data-bbox="34 1485 764 1546" data-label="Text"><p>Remove the zoning permit requirement for home occupancy uses. Streamline the process.</p></div> <div data-bbox="34 1568 531 1598" data-label="Text"><p>Source: City’s Wish List (Finalized May 10, 2023)</p></div> <div data-bbox="34 1618 161 1649" data-label="Text"><p>Section 112</p></div>	<div data-bbox="789 1485 2983 1546" data-label="Text"><p>Sec. 112.01. Home occupations. (a) Purpose. The purpose of this section is to eliminate the detrimental effects of occupational activities in residential areas by setting forth reasonable and necessary limitations on such activities.</p></div> <div data-bbox="789 1568 2924 1598" data-label="Text"><p>(b) Uses Permitted. No home occupation shall be conducted which, in order to be successfully operated, would necessitate exceeding the limitations set forth in this section or any other provision of this part.</p></div> <div data-bbox="789 1618 2983 1961" data-label="List-Group"><p>(c) Limitations.</p><div data-bbox="836 1669 2983 1961" data-label="List-Group"><p>(1) Any sales activity shall be conducted only by mail or telephone. <u>There shall be no direct sales of products or merchandise from the home, except for produce (fruit or vegetables) grown on the property.</u></p><p>(2) The space occupied by home occupations shall be limited to one (1) room in a dwelling unit <u>or no more than ten percent of the total square footage of the dwelling; whichever is less. Use of the garage for the home occupation may be permitted if such use does not obstruct required parking.</u></p><p>(3) There shall be no interior or exterior remodeling or change in appearance of a dwelling in order to accommodate a home occupation.</p><p>(4) There shall be no signs, <u>such as public advertising of the business address</u> or other structures except those permitted for a dwelling use in the zone.</p><p>(5) Materials and equipment used in a home occupation shall be only of a type normally used in connection with household activities or hobbies. <u>The individual responsible for the home occupation shall live the dwelling.</u></p></div></div>

	<div>Item 23.</div> <div>(6) Employment in a home occupation shall be limited to members of the resident family.</div> <div>(7) There shall be no transportation by commercial vehicle of materials or other items used in or produced by the home occupation.</div> <div>(8) No significant vehicular or pedestrian traffic shall be generated by the home occupation. <u>However, incidental uses such as music lessons, tutoring, and the sale of produce may be permitted if the intensity of such use is approved by the Planning Director.</u></div> <div>(9) A home occupation shall not place any added burden or demand on utility services or community facilities.</div> <div>(10) A home occupation shall not present any external evidence of nonresidential activity such as by appearance, noise, traffic, vibrations, odors, or lighting.</div> <div>(11) No accessory building or space outside of the main building shall be used for the home occupation. No outdoor storage, including the storage or parking of vehicles associated with the use, shall be permitted.</div> <div>(12) Written authorization from the legal property owner approving use of the dwelling for the Home Occupation must be submitted with the application.</div> <div>(d) <u>If the above conditions are maintained, home occupations are permitted in any dwelling through a business license.</u></div> <div>(e) <u>Prohibited Home Occupation Uses include, beauty shops, massage parlors, private clubs, dance studios, repair or construction of motor vehicles and appliances, machine shops, and cabinet shops.</u></div>
<div>Allow metal storage containers to be used as building materials for other types of structures (not just accessory buildings).</div> <div>Source: City’s Wish List (Finalized May 10, 2023)</div> <div>Section 99</div>	<div>Sec. 99.02. Building Materials. Metal building materials, <u>including shipping containers modified for habitation</u>, are permitted outright except when Municipal Code Section 96.01 “Table of Permissible Uses” requires an entitlement to be processed for the use, then may be approved with the entitlement and when compliant with the architecture requirements, except:</div> <div><div>1) Shipping Containers</div><div>a. Zoning Permit (see also Section 99.06.05(b)).</div></div>
<div>Add standards for pools.</div> <div>Source: City’s Wish List (Finalized May 10, 2023)</div> <div>Section 99</div>	<div>NEW SECTION - Swimming pools, spas and other bodies of water.</div> <div>To ensure public safety, construction, installation and maintenance of all private swimming pools, spas and other bodies of water with a depth in excess of 18 inches at any given point shall be subject to the following provisions.</div> <div>Definitions.</div> <div>A. "Swimming pool" or "pool" means any structure intended for swimming or recreational bathing that contains water over 18 inches deep. "Swimming pool" includes in-ground and above-ground structures and includes, but is not limited to, hot tubs, spas, portable spas, and nonportable wading pools.</div> <div>B. "Public swimming pool" means a swimming pool operated for the use of the general public with or without charge, or for the use of the members and guests of a private club. Public swimming pool does not include a swimming pool located on the grounds of a private single-family home or multifamily residence.</div> <div>C. "Enclosure" means a fence, wall, or other barrier that isolates a swimming pool from access to the home.</div> <div>D. "Approved safety pool cover" means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials (ASTM), in compliance with standard F1346-91.</div> <div>E. "Exit alarms" means devices that make audible, continuous alarm sounds when any door or window, that permits access from the residence to the pool area that is without any intervening enclosure, is opened or is left ajar. Exit alarms may be battery operated or may be connected to the electrical wiring of the building.</div> <div>Drowning prevention safety features required.</div> <div>A. Whenever a building permit is issued for construction of a new swimming pool or spa, or any building permit is issued for remodeling of an existing pool or spa, at a private, single-family home or multifamily residence, the pool shall be isolated by an enclosure, or the pool shall incorporate removable mesh pool fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 Standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device, or the pool shall be equipped with an approved safety pool cover that meets all requirements of the ASTM Specifications F1346.</div> <div>Enclosures.</div> <div>An enclosure shall have all of the following characteristics:</div> <div>A. Any access gates through the enclosure open away from the swimming pool, and are self-closing with self-latching device placed no lower than 60 inches above the ground.</div> <div>B. A minimum height of 60 inches.</div> <div>C. A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.</div> <div>D. Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.</div> <div>E. An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.</div> <div>Exceptions to requirements of this Chapter.</div> <div>The requirements of this Chapter shall not apply to any of the following:</div> <div>431</div>

	<div><div>A. Public swimming pools.</div><div>B. Hot tubs or spas with locking safety covers that comply with the American Society for Testing Materials-Emergency Performance Specification (ASTM-ES 13-89).</div><div>Pool and spa requirements.</div><div>A. Whenever the building permit is issued for the construction of a new swimming pool or spa, the pool or spa shall meet all of the following requirements:<div><div>1. The suction outlet of the pool or spa for which the permit is issued shall be equipped to provide circulation throughout the pool or spa.</div><div>2. The swimming pool or spa shall have at least two circulation drains per pump that shall be hydraulically balanced and symmetrically plumbed through one or more "T" fittings, and that are separated by a distance of at least three feet in any dimension between the drains.</div></div><div>B. Suction outlets that are less than 12 inches across shall be covered with anti-entrapment grates, as specified in the ASME/ANSI Standard A, 112.19.8, that cannot be removed except with the use of tools. Slots or openings in the grates or similar protective devices shall be of a shape, area, and arrangement that would prevent physical entrapment and would not pose any suction hazard to bathers.</div><div>C. Any backup safety system that an owner of a new swimming pool or spa may choose to install in addition to the requirements set forth in Subsections A. and B. shall meet the standards as published in the document, "Guidelines for Entrapment Hazards: Making Pools and Spas Safer," Publication Number 363, March 2005, United States Consumer Product Safety Commission.</div><div>D. Whenever a building permit is issued for the remodel or modification of an existing swimming pool, toddler pool, or spa, the permit shall require that the suction outlet of the existing swimming pool, toddler pool, or spa be upgraded so as to be equipped with an anti-entrapment cover meeting current standards of the American Society for Testing and Materials (ASTM) or the American Society of Mechanical Engineers (ASME).</div></div></div>	<div>Item 23.</div>
<div><div>Procedural Streamlining</div><div>Add a section of the code that deals with the procedure of how a development permit is reviewed by project type.</div><div>Source: City’s Wish List (Finalized May 10, 2023)</div><div>Section 94 - Permits</div></div>	<div><div>PROCEDURES</div><div>INTRODUCTION</div><div>This Article establishes the procedures to be used in reviewing and taking action on development proposals.</div><div>ZONING PERMIT</div><div>Permit Required</div><div>No person shall engage in or cause a development to occur without obtaining a zoning permit through the procedures set forth in this Code. Zoning Permit applications involve permitted uses or development governed by clear and objective approval criteria or criteria that require the exercise of professional judgment only about technical issues. The Zoning Permit procedure provides for a ministerial review of an application by the Manager and does not include public notice. The following are Zoning Permit applications:</div><div><div><div>•</div><div>Those identified in this Code as Zoning Permit applications;</div></div><div><div>•</div><div>Those identified in the Table 96.01 as Zoning Permit applications; or</div></div><div><div>•</div><div>Those identified by the Director as Zoning Permit applications,</div></div></div><div>The Director shall not issue any permit for the construction, reconstruction or alteration of a structure or a part thereof without first verifying that a valid zoning permit has been issued. Development authorized by a zoning permit shall occur only as approved.</div><div>Procedures</div><div>Pre-Application Conference. A pre-application conference is not required for Zoning Permit applications.</div><div>Neighborhood Meeting. A neighborhood meeting is not required for Zoning Permit applications.</div><div>Public Notice. A public notice is not required for Zoning Permit applications.</div><div>Exclusions from Permit Requirement</div><div>The following activities are permitted in each district except as limited to particular districts below, but are excluded from the requirement of obtaining a zoning permit. Exclusion from the permit requirement does not exempt the activity from otherwise complying with all applicable standards, conditions and other provisions of this Code. Landscaping outside the floodplain and not involving a structure or parking lot;</div><div><div>1. Any change or repair to a building or other structure that does not alter or expand the use thereof, and, does not require a building permit;</div><div>2. Erection of a tent for a lawful use not exceeding 10 days in any 30-day period;</div><div>3. An emergency measure necessary for immediate safety of persons or protection of property which are exempt from the requirements of this Code, provided however, that an application for a zoning permit shall be promptly filed if the measure otherwise would require such a permit but for the emergency;</div><div>4. Propagation or cutting of trees except as specified in Section 407-3 provided the trees are not designated as a significant natural resource area in an urban Community Plan, designated for preservation through the master planning process for a development, designated for preservation in a prior development action or when inside the UGB, located within a floodplain or drainage hazard area;</div><div>5. Establishment, construction, maintenance, preservation or termination of local public streets substantially in the public right-of-way together with piping and culverting, accessory drainage systems such as catch basins, and necessary accessory structures and easements. Notwithstanding this exemption, said facilities within a floodplain or drainage hazard area shall obtain a zoning permit.</div></div></div>	

	<div>6. Establishment, construction, maintenance, preservation or termination of the following authorized public facilities in the public right-of-way directly serving development, together with piping and culverting and necessary drainage systems and accessory structures and easements: sewer and water lines, electrical and gas distribution lines, telephone and television cable transmission lines. Notwithstanding this exemption, said facilities within a floodplain or drainage hazard area shall obtain a zoning permit.</div> <div>7. Maintenance, preservation or repair of local public streets or private streets, including culverting and piping, accessory drainage systems and necessary accessory structures, within a floodplain or drainage hazard area. Work shall comply with local, state and federal regulatory requirements.</div> <div>8. The following structures accessory to a residential use:<div><div>o Playground equipment and structures;</div><div>o Stone or brick barbecues;</div><div>o Clotheslines;</div><div>o Treehouses, playhouses and storage sheds less than 120 square feet in area;</div><div>o Arbors and trellises;</div><div>o Dog houses totaling no more than 50 square feet;</div><div>o Hutches for rabbits and other small animals totaling no more than 50 square feet;</div><div>o Houses for wild or domestic birds totaling no more than 50 square feet;</div><div>o Basketball hoops, tetherball poles and other permanently mounted sports equipment;</div><div>o Above-ground swimming pools, hot tubs and spas with no permanent plumbing or electrical connections. Such uses shall not be located in a required front or street side yard and shall be set back at least three feet from a side (except a street side yard) or rear property line.</div></div></div> <div>9. The following excavations or fills, except excavations or fills for public transportation facilities, provided that no excavation or fill shall occur in the floodplain, drainage hazard area or in an area specifically identified as a significant natural resource in the Community Plan or the Rural/Natural Resource Plan without first obtaining a zoning permit:<div><div>o Excavations below finish grade for basements and footings of a building, retaining wall or other structure authorized by a valid development or building permit;</div><div>o Cemetery graves;</div><div>o Excavations for wells, tunnels or utilities;</div><div>o Excavations or fills for public projects conducted by or under contract of the City;</div><div>o Exploratory excavations affecting or disturbing areas less than 6,000 square feet in size, under the direction of soil engineers or engineering geologists;</div></div></div> <div>10. Continued use of a valid nonconforming use or exercise of a vested right, except that any change, alteration, restoration or replacement of a nonconforming use shall require a zoning permit.</div> <div>11. Emergency or routine repairs or maintenance of a lawfully established communication tower or antenna.</div> <div>12. Receive-only satellite dishes as accessory uses to a maximum diameter of ten feet, located in a side or rear yard and no closer than three feet to any property line, with the center of the dish mounted no more than six feet above grade.</div> <div>13. The placement of utility facilities, with the exception of water and sewer facilities, overhead and in the subsurface of public roads and highways along the public right-of-way and when not located within a drainage hazard or floodplain hazard area.</div> <div>14. The placement of utility facility service lines. Utility facility service lines are utility lines and accessory facilities or structures that end at the point where the utility service is received by the customer and that are located on one or more of the following:<div><div>o A public right-of-way;</div><div>o Land immediately adjacent to a public right-of-way, provided the written consent of all adjacent property owners has been obtained; or</div><div>o The property to be served by the utility.</div></div></div> <div>Issuance and Effective Date</div> <div>Zoning Permit Issuance. Written notice of the decision for Zoning Permit applications shall be mailed to the applicant and property owner of record and shall include the following information:<div><div>1. A brief summary of proposal and the application which is the subject of the decision;</div><div>2. A description of the site reasonably sufficient to inform the reader of its location, including site address, if available, parcel number, and site zoning;</div><div>3. A statement of the facts upon which the Director relied to determine whether the application satisfied or failed to satisfy each applicable approval criterion;</div><div>4. The decision to approve or deny the application, and, if approved, any conditions of approval necessary to ensure compliance with the applicable criteria.</div></div></div> <div>The zoning permit shall be effective upon issuance.</div>
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	<div>Expiration</div> <div>Except as outlined below or as otherwise specifically provided in this Code, a zoning permit shall expire automatically four years from the date of issuance unless one of the following occurs first:</div> <div><div>Item 23.</div></div> <div><div>A.</div><div>The zoning permit is revoked as provided or as otherwise invalidated by a body of competent jurisdiction; or</div></div> <div><div>B.</div><div>An application for an extension is filed; or</div></div> <div><div>C.</div><div>The development has commenced.</div></div> <div>Extension</div> <div>If an extension is desired, the holder of the zoning permit must file an application for an extension prior to expiration of the zoning permit, and repay the zoning permit fee. Unless approved, an extension request does not extend the expiration date. An extension may be granted for a maximum of two years from the original date of expiration. Additional one-year extensions may be authorized where applicable criteria for the decision have not changed.</div> <div><div>A.</div><div>The applicant was unable to begin or continue development during the approval period for reasons for which the applicant was not responsible;</div></div> <div><div>B.</div><div>The request for extension is not sought for purposes of avoiding any responsibility imposed by this Code or the permit; and</div></div> <div><div>C.</div><div>There has been no change in circumstances or the law likely to necessitate significant modification of the development approval or conditions of approval.</div></div> <div>When a Development has Commenced</div> <div>This provision applies to authorized projects that are initiated prior to the expiration of the zoning permit, but not completed before the expiration date. Once development has commenced, the holder of the zoning permit is allowed to complete the development and the zoning permit does not expire.</div> <div>The authorized development has commenced when the holder of the permit has physically altered the land or structure or changed the use thereof. Examples include one or more of the following: preliminary grading for roads, driveways, building sites or installation of utilities; interior remodeling of a structure; required off-site improvements; and is sufficient in terms of money expended to demonstrate a good faith effort to complete the development.</div> <div>Revocation of Zoning permit</div> <div>A zoning permit may be revoked upon a finding of:</div> <div><div>A.</div><div>Noncompliance with the standards or conditions set forth in this Code, or any special conditions imposed upon the permit;</div></div> <div><div>B.</div><div>Intentional fraud, misrepresentation or deceit upon the part of the applicant as to an issue material to the issuance of the zoning permit;</div></div> <div><div>C.</div><div>Abandonment or discontinuance as determined by failure to make reasonable progress toward completion of a commenced development for a continuous period of one year. Bona fide good faith efforts to market the development shall not constitute abandonment or discontinuance; or</div></div> <div><div>D.</div><div>A change in this Code, the General Plan or state law which would make the approved development unlawful or not permitted, prior to the development obtaining a vested right or nonconforming use status.</div></div> <div>Revocation shall be effective immediately upon the City providing written notice thereof to the holder of the permit. Unless provided otherwise by the revoking authority, revocation terminates the authority to continue the use. Continued use without a current valid zoning permit shall be a violation of this Code.</div> <div>The holder of a revoked permit may reapply for a new permit at any time as an entirely new application.</div> <div>Revocation is available in addition to and not in lieu of any other remedy provided by law and is not a condition precedent to any such remedy.</div> <div>Transferability of Zoning permit</div> <div>Unless otherwise provided in the zoning permit, a zoning permit shall be transferable provided the transferor files a statement with the Director signed by the transferee and recorded in the chain of title of the property, indicating that the transferee has been provided a copy of the zoning permit and all conditions of approval, understands the obligation and agrees to fulfill the conditions unless a modification is approved as provided in this Code. The transferor shall be jointly responsible for ensuring compliance until such a statement is filed, at which time the transferor's obligation shall be terminated.</div> <div>PROCEDURE TYPES AND DETERMINATION OF PROPER PROCEDURE</div> <div>All land use actions shall be classified as one of the following unless state law mandates different or additional procedures for particular land use actions or categories of land use actions or specified otherwise by this Code.</div> <div>PROCESSING ACTIONS</div> <div>Initiation and Withdrawal of Action</div> <div>Development actions may be initiated only by:</div> <div><div><div>•</div><div>Application by all the owners or all the contract purchasers of the subject property, or any person authorized in writing to act as agent of the owners or contract purchasers. For development allowed within a recorded easement, the signature of the other party to the easement is not required.</div></div><div><div>•</div><div>The Planning Commission;</div></div></div>
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	<div data-bbox="2930 62 3045 124" data-label="Page-Header"><div>Item 23.</div></div> <div data-bbox="789 34 2212 116" data-label="List-Group"><ul style="list-style-type: none">• The Director; or• Public agencies or private entities that have statutory rights of eminent domain for projects they have the authority to construct.</div> <div data-bbox="789 137 1010 163" data-label="Section-Header"><p>Director Withdrawals</p></div> <div data-bbox="789 185 2983 247" data-label="Text"><p>Any application, petition for review or motion for reconsideration may be withdrawn by the Director at the request of the applicant or petitioner except when an application is deemed complete. Once accepted as complete, the application may be withdrawn only if the Director determines that:</p></div> <div data-bbox="789 268 2989 431" data-label="List-Group"><ul style="list-style-type: none">• Written consent to withdraw an application has been obtained from a majority of the owners or contract purchasers or the majority interest holders in the property, or all signers of the petition for review; and• No existing violation of this Code or the General Plan, which might best be cured by further processing the application, have been identified on the subject property.• Applications for quasi-judicial plan amendments that are not made complete within 180) days shall be withdrawn by the Director on the 181st day after first being submitted.</div> <div data-bbox="789 451 2312 477" data-label="Text"><p>Fees for applications and petitions for review withdrawn at the request of the applicant shall be refunded, less the actual costs incurred by the City.</p></div> <div data-bbox="789 499 907 526" data-label="Section-Header"><p>Application</p></div> <div data-bbox="789 548 2312 574" data-label="Text"><p>Applications for development actions shall be submitted in accordance with the format and upon such forms as may be established by the Director.</p></div> <div data-bbox="789 596 2983 659" data-label="Text"><p>A complete application is one which contains the information required to address the relevant standards of this Code and the applicable standards and requirements of the General Plan as specified by this Code. It shall consist of the following:</p></div> <div data-bbox="789 681 2983 743" data-label="Text"><p>A. A completed original application form. No application shall be deemed complete if it is determined that all necessary authorization to file has not been obtained. Failure to provide such authorization shall result in denial of the application;</p></div> <div data-bbox="789 766 2983 828" data-label="Text"><p>B. The Zoning Permit application should be accompanied by drawings of the project, including a site plan that identifies information pertinent to the project. The Zoning Permit application should be accompanied by drawings of the project, including a dimensioned site plan that identifies information pertinent to the project, as follows:</p></div> <div data-bbox="789 850 2256 1522" data-label="List-Group"><ul style="list-style-type: none">• Property boundary and dimensions with bearings and distances• Setbacks on all 4 sides of the property• Current location of structures• Dimensions of current structure(s)• Location of proposed structures• Dimensions of proposed structure(s)• Outdoor storage refuse (if applicable)• Property corner monuments identified and shown• Fencing/screening for businesses• Pedestrian access ways for residential projects• Streets/alleys in the vicinity of the proposed project• Parking spaces for business & residential projects• Driveways/easements for residential/commercial/industrial projects• Location of existing/proposed septic systems, leach field, wells, water lines, for project parcel as well as abutting parcels, if applicable</div> <div data-bbox="789 1544 1181 1570" data-label="Section-Header"><p>Application Submittal and Acceptance</p></div> <div data-bbox="789 1592 2983 1655" data-label="Text"><p>Applications shall be submitted to the Director in the number specified on the application form. The Director, however, may waive copies of specific documents, maps or exhibits upon a determination that the difficulty or burden of copying outweighs the usefulness of the copies.</p></div> <div data-bbox="789 1677 2107 1703" data-label="Text"><p>No application shall be received by the Department for determination of completeness without the appropriate application fee.</p></div> <div data-bbox="789 1725 3008 1751" data-label="Text"><p>If an application is incomplete, the City shall notify the applicant in writing of exactly what information is missing within 30 days of receipt of the application and allow the applicant to submit the missing information.</p></div> <div data-bbox="789 1774 2629 1800" data-label="Text"><p>On the 181st day after first being submitted, the application is void if the applicant has been notified of the missing information and has not submitted the applicable information.</p></div> <div data-bbox="789 1822 2983 1921" data-label="Text"><p>The decision of the Director as to completeness of an application, including any required engineering, traffic or other such studies, shall be based on the criteria for completeness, adequacy and methodology set forth in this Code. Rejection by the Director for incompleteness shall be based solely on failure to address the relevant standards or supply required information and shall not be based on differences of opinion as to quality or accuracy. Acceptance indicates only that the application is ready for review.</p></div> <div data-bbox="789 1943 913 1969" data-label="Section-Header"><p>Staff Report</p></div>
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	<p>No decision on proposed developments that are subject to a Planning Commission or City Council hearing shall be made without a staff report. This report shall be provided to the applicant without charge. All others may obtain a copy upon request and payment of a reasonable fee to cover the cost of reproduction, overhead, and mailing.</p> <p>A staff report shall be available no later than ten calendar days before a public hearing. Staff reports are mailed approximately ten days prior to the public hearings to the applicant and interested parties who request them. Mailing the report does not guarantee sufficient time prior to the public hearing to respond to the conditions of approval. Obtaining a copy of the staff report in person at the City best assures ample time for review and comment at the public hearing.</p> <p>PUBLIC HEARINGS</p> <p>Public hearings on all development actions including appeals, but not including legislative actions, shall be conducted in accordance with this Section.</p> <p>Notice</p> <p>Notice of public hearing shall be provided in accordance with this Code and the Rules of Procedure adopted by the Board.</p> <p>Rules of Procedure</p> <p>Public hearings shall be conducted in accordance with the Rules of Procedure adopted by the applicable Review Authority.</p> <p>At the beginning of the hearing for an application, a statement shall be made to those in attendance that:</p> <p>A. Lists the applicable substantive criteria;</p> <p>B. States that testimony and evidence must be directed toward the criteria described in A. of this subsection or other criteria in the plan or land use regulation which the person believes to apply to the decision; and</p> <p>C. States that failure to raise an issue with sufficient specificity to afford the decision-maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.</p> <p>D. Failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow the City to respond to the issue precludes an action for damages in Circuit Court.</p> <p>Parties</p> <p>The following persons, or their authorized representatives, may participate during the comment period or public hearing:</p> <p>A. The applicant or applicant's representative and the owners of the subject property;</p> <p>B. Those persons entitled to notice;</p> <p>C. Any other person who demonstrates to the Review Authority that the person's rights may be adversely affected or aggrieved by the decision; and</p> <p>D. At a public hearing on appeal, any person who made an appearance of record in the prior proceeding.</p> <p>Only parties shall be entitled to appeal a decision. Only the applicant, persons who submitted written comments, persons entitled to notice of pending review shall be deemed parties to a discretionary action.</p> <p>DIRECTOR'S INTERPRETATION</p> <p>Purpose</p> <p>The purpose of the Director's Interpretation is to address uses that are not explicitly provided for in this Code, to provide further interpretation of terms or phrases within this Code, make initial determinations of conformity, and provide guidance and documentation for future application of this Code.</p> <p>Applicability</p> <p>The Director shall have the initial authority and responsibility to interpret all terms, provisions, and requirements of this Code.</p> <p>Determination of Similar Uses</p> <p>When making determination of a similar use, the proposed use subject to the interpretation must be substantially similar to a use currently identified in the applicable district or in other sections of this Code.</p> <p>Expiration</p> <p>A Director's Interpretation shall not expire unless superseded by a subsequent Director's Interpretation or change to this Code.</p>
<p>Land Use Matrix Changes</p> <ul style="list-style-type: none">• Add provisions regarding EV Charging. Add another line within the land use matrix to differentiate between fuel stations and EV charging stations.• Remove Agricultural Operations from the R-1 zone (found in Section 14.10).• Make as many residential projects ministerial as possible.	<p>Refer to attached land use matrix</p>

<div><ul style="list-style-type: none">Remove horse keeping from R-1 zone.</div> <div>Source: City’s Wish List (Finalized May 10, 2023)</div> <div>Table 96.01 Land Use Matrix</div>	<div>Item 23.</div>
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Attachment B

Land Use Matrix of Changes

Land Use Matrix Updates

EXISTING TABLE

	R1	R2	R3	CR	C1	C2	C3	M1	M2	P
1.00 RESIDENTIAL										
1.20.1 Single Family, 1 du / lot	Z	Z	Z	Z						
1.20.2 Single Family, 2 du / lot	Z	Z	Z	Z						
1.30.1 Accessory Dwelling Units	Z	Z	Z	Z		Z				
1.30.2 Junior Accessory Dwelling Units	Z	Z	Z	Z		Z				
1.30.3 Manufactured & Tiny Homes	Z	Z	Z	Z		Z				
1.40 Primary with accessory apartment	S	Z	Z	Z						
1.50 Duplex		Z	Z	Z		Z				
1.60 Multifamily apartments			Z	C		Z				
1.62 Multi-Family Apt-Conversion				C		C				
1.70 Multifamily townhomes			Z	C		Z				
1.75 Multifamily condos			Z	C		Z				
1.80 Mobilehome parks		C	C	S						
1.85 R.V. parks		C	C	S			C			
1.90 Planned residential development		C	C	C		C				
1.95 Mixed-use residential***						C				
2.00 RESIDENTIAL/COMMERCIAL										
2.10 Homes for handicapped	C	C	S	C	C	C				
2.20 Nursing care	C	C	S	C	C	C				
2.30 Adult/child care (residence)	C	S	S	S	C	S				
2.40 Halfway home			C	C	C					
2.50 Boarding house	C	C	C	C	C	C				
2.55 Bed and breakfast	C	S	S	Z	S	S	S			
2.60 Hotels, motels				C	S	Z	Z	C		
2.65 Supportive Housing	Z	Z	Z	Z						
2.70 Transitional Housing	Z	Z	Z	Z						
2.75 Emergency Shelters								Z	Z	

Symbol Meaning

- Z:** Permitted use in the indicated zone with a zoning permit issued by the City Planner.
- S:** Special use permit must be obtained from the Planning Commission.
- C:** Conditional Use Permit must be obtained from the City Council.

PROPOSED TABLE

	R1	R2	R3	CR	C1	C2	DT	C3	M1	M2	P
1.00 RESIDENTIAL											
Single-Family (Up to 2 du / lot)	Z	Z	Z	Z							
Single-Family Small Lot		Z	Z	Z							
Accessory and Junior Accessory Dwelling Units	Z	Z	Z	Z		Z					
Duplex, Triplex, Quadplex		Z	Z	Z		Z	Z				
Multifamily Townhomes/Condos			Z	Z		Z	S				
Multifamily Apartments			Z	Z		Z	S				
Mobile Home Parks		S	S	S							
Planned Residential Development		C	C	C			S				
Mixed Use				Z		Z	S				
Manufactured /3D Printed / Prefab Homes	Z	Z	Z	Z							
Tiny Homes		Z	Z	Z							
Single-Room Occupancy Units	Z	Z	Z	Z		Z					
2.00 RESIDENTIAL/COMMERCIAL											
Emergency Shelters									Z	Z	
Transitional Housing		Z	Z	Z		Z	Z				
Supportive Housing		Z	Z	Z		Z	Z				
Low Barrier Navigation Centers		Z	Z	Z		Z	Z				
Residential Care Facilities (6 or fewer residents)	Z	Z	Z	Z		Z	Z				
Residential Care Facilities (7 or more residents)	C	C	C	C		C	C				
Homes for Handicapped	C	C	S	C		C					
Adult/Child Care	C	S	S	S		S					
Boarding Houses	C	C	C	C	C	S					
Bed and breakfast	C	S	S	Z	S	S	S	S			
Hotels, motels				C	S	Z	Z	Z	C		
Short Term Rentals	Z	Z	Z	Z	Z	Z	Z				
Live/Work Units						Z	S	Z			
R.V. Parks		C	C	S				C			
Employee Housing	Z			Z					Z	Z	

Green cells indicate where housing is permitted by State law.
Yellow cells indicate where the City has discretion.

Attachment C
City of Needles Planning
Commission Comments

Needles Planning Commission Workshop

Development Code Update

August 2, 2023

Commissioner comments and concerns:

Emergency Shelters

- Not a use that is permitted in residential areas. Parking standards based on beds was seen as a constraint so parking requirements are now based on employees, per State law.

Low Barrier Navigation Centers

- Commissioners asked what a Low Barrier Navigation Centers (LNBC) was, and asked if these were required by the State, and if they were required to be permitted in the C1 and C2 zones.
- A LBNC is defined as a Housing First, low barrier, temporary, service-enriched shelter focused on helping homeless individuals and families to quickly obtain permanent housing. It's basically an emergency shelter that has more services and are often run by non-governmental organization's or religious institutions.
- Needles is not required to allow them in the R-1 zone.
- State wants them to be permitted evenly to emergency shelters. They cannot only be permitted in M1 and M2 since these zones occupy small portions of the developed city, where the establishment of a LNBD would not be feasible.

Supportive Housing

- We can only remove by right approval from R-1 zone since R-2 is considered multi-family zone and this use type is required to be permitted by-right in multi-family zones according to government code [Govt Code § 65651 \(2022\)](#).
- Additionally, HSC sec 1566.3 reads:
 - No conditional use permit, zoning variance, or other zoning clearance shall be required of a residential facility that serves six or fewer persons that is not required of a family dwelling of the same type in the same zone.
 - For the purposes of this section, "family dwelling," includes, but is not limited to, single-family dwellings, units in multifamily dwellings, including units in duplexes and units in apartment dwellings, mobile homes, including mobile homes located in mobile home parks, units in cooperatives, units in condominiums, units in townhouses, and units in planned unit developments.

Density Bonuses

- The Commissioners asked if a density bonus could allow a building taller than 45 feet to be built within the City. However, because the Fire Department does not have an engine that can service a building over 45 feet in height, such a concession would not be supported because it poses a health and safety risk.

Parking Standards

- The proposal behind the removal of residential parking standards from within .5 miles of public transit is inspired by ADU Standards. Such a reduction in parking standards would not

apply to ADA or EV parking space requirements, but could help to promote residential development in the City.

- Commissioners expressed discomfort at removing minimum parking standards for all residential projects within a half mile of public transit.
- Commissioners asked if hotel uses would be considered to be a residential project—they would not.
- Commissioners expressed support in utilizing the curb front of residential projects as counting toward the required parking for a residence.

Home Occupancy permits

- Commissioners asked to revise the direct sales language to include more than fruits and vegetables grown at the residence. Include provisions relating to Cottage Food Operations and micro-kitchens that are allowable state-wide.
- Review the percentage of the dwelling unit that could be utilized as part of a home occupation, so the requirements are consistent with IRS deductions.
- Remove Planning Director approval for tutoring.
- Commissioners expressed the desire to have employees at the residence.
- Commissioners want the ability for commercial vehicles at residence.

Metal buildings

- Commissioners want metal buildings to be approved via a Special Use Permit
- Commissioners expressed desire to eliminate metal storage containers as a building material for residential uses.

Driveway surfaces

- It was suggested to allow pervious surfaces, or any surfaces currently permitted in the code, as driveway material. In addition, eliminate the requirement for paving, rather list it as one of the optional materials.

Attachment D
City of Needles 6th Cycle
Housing Element Programs

HOUSING PROGRAMS AND QUANTIFIED OBJECTIVES

A. Housing Production

Number	Title	Action	Responsible Party	Funding Source	Timeline
A-1	Incentives for Production	Offer incentives aimed at production of new housing in the City of Needles. Such incentives include: <ul style="list-style-type: none"> Assist developers with the costs associated with infrastructure improvements, fees, and costs that encourage housing development 	DSD	Economic Development Fund	Incentives offered on an ongoing basis as funds are available. Evaluate incentive performance annually.
A-2	No Net Loss Monitoring	To ensure that the City monitors its compliance with SB 166 (No Net Loss), the City will develop a procedure to, and will, track: <ul style="list-style-type: none"> Unit count and income/affordability assumed on parcels included in the sites inventory. Actual units constructed and income/affordability when parcels are developed. Net change in capacity and summary of remaining capacity in meeting remaining RHNA. 	DSD	General Fund	Within two years of Housing Element adoption
A-3	Surplus Lands/ Affordable Housing on City-Owned/Successor Agency Sites	Assess City-owned properties for their potential redevelopment or development for residential uses that include housing for extremely low-income households and those with special needs such as seniors and persons with disabilities. Implement the Surplus Lands Act to annually review city-owned parcels and provide affordable housing developers the first right of refusal for designated surplus lands.	DSD	General Fund	Annual review in conjunction with the review of Surplus Lands.
A-4	Downtown Mixed-Use Development	Rezone the downtown area to allow for mixed uses and taller buildings. Permit mixed uses both horizontally and vertically.	DSD	General Fund	Within four years of Housing Element Adoption
A-5	Minimum Density	Amend the Zoning Ordinance to establish minimum densities to ensure that parcels are developed close to their maximum densities (at 75%) to prevent substantial net loss of any residential units and encourage higher density/more affordable building typologies.	DSD	General Fund	Within two years of Housing Element adoption
A-6	Inclusionary Housing Ordinance	Conduct an inclusionary zoning feasibility study to identify appropriate inclusionary requirements that will not constrain housing production. Develop and amend the Zoning Ordinance to establish inclusionary housing requirements so that new developments reserve up to 15 percent of the total units for lower- and moderate-income households.	DSD	General Fund	Within three years of Housing Element adoption

Number	Title	Action	Responsible Party	Funding Source	Timeline
A-7	ADU Tracking and Monitoring	Continuously track the City's progress for ADUs. Track and analyze the affordability of ADUs built in the City. Within the Housing Element period, assess whether additional strategies are necessary to increase ADU production.	DSD	General Fund	Maintain tracker as ADU permits are submitted. Review strategies annually as part the Annual Progress Report process

B. Constraint Removal

Number	Title	Action	Responsible Party	Funding Source	Timeline
B-1	Permit Streamlining	Establish and implement expedited permit processing for affordable housing projects, including projects that qualify for density bonuses (in compliance with SB 35 and SB 330). Advertise the expedited permit process on the City's website and circulate a notice with the Building Industry Association and Chamber of Commerce.	DSD	General Fund	Within two years of Housing Element adoption
B-2	Density Bonus Updates	Amend the Zoning Ordinance to update density bonuses to meet current state requirements (AB 2345, SB 1763, SB 1227).	DSD	General Fund	Within one year of Housing Element adoption
B-3	Objective Standards	Pursuant to SB 330, review and amend the Zoning Ordinance and DRB handbooks for to ensure development standards, design guidelines, and findings are objective, promote certainty in the planning and approval process.	DSD	General Fund	Within one year of Housing Element adoption
B-4	Development Standards Review and Revision	Study and revise development standards in multi-family districts to facilitate the development of properties at their maximum densities. Specifically amend: Minimum Parking Standards Height Limits Lot Coverage (Elderly and Disabled Housing) ADA Unit Location Requirements (Elderly and Disabled Housing)	DSD	General Fund	Within three years of Housing Element Adoption
B-5	Efficiency Units and Minimum Unit Sizes	Amend the Zoning Ordinance to revise the minimum required unit area for multi-family units. Ensure that provisions for efficiency units are consistent with AB 352 (2017).	DSD	General Fund	Within three years of Housing Element Adoption
B-7	ADU Ordinance Update to Meet State Law	Amend the Zoning Ordinance to address multiple changes to state law regarding ADUs (including AB 587, AB 671, AB 68, and SB 13). Monitor state law on an annual basis and revise the Zoning Ordinance as appropriate.	DSD	General Fund	Within one year of Housing Element adoption, and annually thereafter
B-8	Preapproved ADU Plans	Create and make available to the public a set of Preapproved Plans for ADUs to facilitate production and ADUs available to lower-income households by reducing costs to applicants.	DSD	General Fund LEAP Grant	Within three years of Housing Element adoption

Number	Title	Action	Responsible Party	Funding Source	Timeline
B-9	Utility Availability	Continue to expand the reach of water and wastewater services to North Needles	PWD	General Fund, Grant funding	June 30, 2023
B-10	Public Fees, Standards, and Plans Online	Pursuant to AB 1483, the City will compile all development standards, plans, fees, and nexus studies in an easily accessible online location. The City will update its zoning and general plan maps to provide a high quality, parcel-specific reference.	DSD	General Fund	Within three months of Housing Element adoption
B-11	By-Right Projects	Encourage the construction of developments on sites that allow housing without discretionary review to meet the City's RHNA for the different income categories. For vacant sites used in two previous housing element cycles, the City will allow ministerial review for a project that provides 20% lower-income units.	DSD	General Fund	Upon adoption of the Housing Element
B-12	Roadway Widening and Dedication Relief	Identify which substandard streets and alleys contain fire hydrants, utility poles, catch basins and similar impediments, the relocation of which would otherwise cause a development to be economically infeasible, and prepare a code amendment providing relief from dedication requirements under those situations.	DSD	General Fund	Within three years of Housing Element adoption

C. Housing Preservation and Improvement

Number	Title	Action	Responsible Party	Funding Source	Timeline
C-1	Energy and Resource Conservation Program	<p>The City shall work to establish the Owner-of-Home Alternative Energy and Resource Conservation Program. The Program shall:</p> <ul style="list-style-type: none"> Encourage and provide homeowners with an incentive reimbursement for the installation of photovoltaic (PV) solar paneling, solar water heating systems and appliances certified under the Leadership in Energy and Environmental Design (LEED). Provide pamphlet literature of this program and shall be made available for new arrival and existing residents at the City Hall, the City's website, the City of Needles Library and at Community-Held Events. Establish educational training program workshops directed towards teaching homeowners how to install and of the cost-efficient advantages of installing PV solar paneling and heating systems and LEED appliances. 	DSD, PWD	General Fund	Upon adoption of the Housing Element
C-2	California Building Code	<ul style="list-style-type: none"> Adopt the most recent version of the California Building Code 	DSD / Building Department	General Fund	June 30, 2022
C-3	Preservation of At-Risk Housing	<ul style="list-style-type: none"> Implement strategies to reduce the potential conversion to market rate of the 234 assisted affordable housing units in Needles during the current planning period. None of the assisted units are considered at risk. However, 	DSD, Housing Authority	General Fund	Revision of zoning code by June 2022 to require notification by

Number	Title	Action	Responsible Party	Funding Source	Timeline
		<p>the City will implement the following strategies to comply with state law (Assembly Bill 1521):</p> <ul style="list-style-type: none"> • Monitoring project status annually. • Notify property owners annually about compliance with the extended noticing requirement (three year, one-year, and 6 month Notice of Intent) under state law. • Include preservation as an eligible use in Notices of Funding Availability. • If below-market rate units appear to be at risk of conversion, work with qualified operators, HCD, and the property owners to preserve the housing for lower-income households. • Per state law, owners of deed-restricted affordable projects are required to provide notice of restrictions that are expiring after January 1, 2021, to all prospective tenants, existing tenants, and the City within three years, one year, and six months (three separate times) of the scheduled expiration of rental restrictions. Owners shall also refer tenants of at-risk units to educational resources regarding tenant rights and conversion procedures and information regarding Housing Choice Voucher rent subsidies and any other affordable housing opportunities in the City. • If a development is offered for sale, HCD must certify persons or entities that are eligible to purchase the development and to receive notice of the pending sale. Placement on the eligibility list will be based on experience with affordable housing. 			owners consistent with state law; ongoing communication with owners, service providers, and eligible potential purchasers.
C-4	CDBG Allocations	<ul style="list-style-type: none"> • When allocating CDGB funding, consider use of the funds for at-risk units, if and when it becomes necessary. 	DSD	CDBG	Ongoing, annual CDBG allocation
C-5	Displacement Prevention Ordinance	<ul style="list-style-type: none"> • Pursuant to SB 330, ensure that when existing housing is demolished, at least an equivalent number of units at the same affordability are created as replacements. 	DSD	General Fund	Ongoing, as needed
C-6	Enhanced Code Enforcement	<ul style="list-style-type: none"> • The City's Code Enforcement officials will continue to investigate potential code violations, and work with property owners to resolve violations or unsafe conditions. As a part of the enhanced code enforcement program, community representatives will notify them of tenants' rights, and provide assistance in resolving the code violation. 	Code Enforcement	General Fund	Ongoing
C-7	Neighborhood Preservation Program	<ul style="list-style-type: none"> • Focus CDBG funding on deteriorating or dilapidated areas throughout the City to preserve and improve the City's environmental quality. 	DSD	CDBG	Annually
C-8	Preservation and Rehabilitation of Housing Stock	<ul style="list-style-type: none"> • Coordinate with the Housing Authority to develop guidelines for the funding of low interest loans and grant assistance, and to act as a conduit for housing funds to leverage in the creation of new affordable housing. 	DSD, Housing Authority	State and Federal Grants (CDBG), San	Establish the program and initiate outreach by December 2022.

Number	Title	Action	Responsible Party	Funding Source	Timeline
	Comprehensive Program	<ul style="list-style-type: none"> Continue to maintain the Low and Moderate Income Housing Asset Fund (LMIHAF) for the preservation of existing affordable housing through established rehabilitation and landscaping protocol through the adopted Neighborhood Beautification Program. As a component of the Neighborhood Beautification Program, the City will promote the expanded participation of local landlords in rental housing rehabilitation programs. The City will disseminate the City's rehabilitation grant program brochures on the City website, at community meetings, at school sites, at City-sponsored Board meetings, Planning Commission meetings, developer meetings, at off-site meetings promoting economic development within the City, and in the City Hall lobby area. 		Bernardino County, General Fund (LMIHAF),	Enroll 8 landlords in the Housing Rehabilitation Program. Rehabilitate at least 5 homes in the planning period.

D. Housing Assistance

Number	Title	Action	Responsible Party	Funding Source	Timeline
D-1	Housing Choice Vouchers	<ul style="list-style-type: none"> Continue to assist eligible, low-income households in receiving Housing Choice Voucher assistance. Market housing vouchers and inform landlords that discrimination based on source of income (including vouchers) is prohibited. 	DSD	LIHTC CalCHA bonds CHFA HOME	Continuous and ongoing
D-2	Affordable Housing and Services Funds. Funding strategies for affordable housing and supportive services includes	<ul style="list-style-type: none"> Issue Notice of Funding Availability (NOFA) in an equitable manner for affordable housing development, acquisition, rehabilitation, and/or supportive services. <p>Pursue funding sources for affordable housing through LIHTC, CalCHA bonds, CHFA, HOME Investment Partnership Program, etc. for affordable housing.</p>	DSD	LIHTC CalCHA bonds CHFA HOME	Continuous and ongoing
D-3	Landlord - Tenant Mediation	<ul style="list-style-type: none"> Continue to contract with a fair housing specialist to provide fair housing and landlord/tenant mediation services. Distribute information about these services to tenants through a variety of media and online outlets, namely the City website and paper materials at the Civic Center. 	DSD	Fair Housing Specialist General Fund	Continuous and ongoing

E. Special Housing Needs

Number	Title	Action	Responsible Party	Funding Source	Timeline
E-1	Fair Housing Education and Counseling	<ul style="list-style-type: none"> Provide education and literature on fair housing, resolving disputes; providing Health, Safety and Building referrals; distributing landlord/tenant guidebooks printed by the Department of Consumer Affairs; provide Housing Choice Voucher Assistance referrals; providing counseling and resolution of housing discrimination complaints. 	DSD, Fair Housing service provider	General Fund, CDBG	Continuous and ongoing
E-2	Housing for the Elderly and Persons of Disabilities Program	<ul style="list-style-type: none"> Allow housing for the elderly, disabled, and developmentally disabled with reduced and flexible development standards. Amend the Zoning Ordinance to allow licensed adult care facilities by right. Review CUP standards for residential care facilities to ensure that the standards are objective and focused on protecting the health, safety, and welfare of the residents of these facilities. 	DSD	General Fund	Within one year of Housing Element adoption
E-3	Farmworker Housing	<ul style="list-style-type: none"> The City shall review its zoning code to determine whether updates to zoning are needed to comply with the state Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). The Act calls for the zoning ordinance to treat employee housing (including farmworker housing) that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). The zoning ordinance must also treat employee housing consisting of no more than 12 units or 36 beds as an agricultural use and permitted in the same manner as other agricultural uses in the same zone (Section 17021.6) in zones where agricultural uses are permitted. 	DSD	General Fund	Within two years of Housing Element Adoption
E-4	Emergency Shelters	<ul style="list-style-type: none"> Amend the Zoning Ordinance to modify the parking requirements for emergency shelters to ensure that they are only based on the number of staff. Amend the emergency shelters code to ensure that shelters are not subject to standards that do not apply to other uses in the same zone, including but not limited to a 500 foot residential buffer. 	DSD	General Fund	Within one year of Housing Element adoption
E-5	Low Barrier Navigation Centers	<ul style="list-style-type: none"> Pursuant to SB 48, amend the Zoning Ordinance to establish provisions for low-barrier navigation centers (LBNCs). Allow LBNCs that meet specific objective requirements by-right in areas zoned for mixed-uses. 	DSD	General Fund	Within one year of Housing Element adoption
E-6	Transitional and Supportive Housing	<ul style="list-style-type: none"> Pursuant to AB 2162 and AB 2988, supportive housing meeting certain criteria must be permitted by-right where residential uses are permitted, including mixed-use and nonresidential zones. Review AB 2162 and amend Zoning Ordinance to ensure compliance. 	DSD	General Fund	Within one year of Housing Element adoption

Number	Title	Action	Responsible Party	Funding Source	Timeline
E-7	Residential Care	<ul style="list-style-type: none"> Update its code to expressly permit the development of residential care facilities (6 or fewer residents) in residential zones. Adopt objective standards for residential care homes with 7 or more individuals in residential zones. 	DSD	General Fund	Within one year of Housing Element Adoption
E-8	Priority Water and Sewer Service for Affordable Housing Developments	<ul style="list-style-type: none"> Pursuant to Government Code 65589.7, work with public service providers to ensure prioritization of services to housing developments serving lower-income households. 	DSD, PWD, Utilities	General Plan	Within one year of Housing Element adoption

F. Affirmatively Furthering Fair Housing

Number	Title	Action	Responsible Party	Funding Source	Timeline
F-1	Place-Based Community Improvements - Park Renovations	<ul style="list-style-type: none"> Develop programs and strategies to create place-based investments in areas of concentrated segregation and poverty, including investments in infrastructure, services, etc. that contribute to community revitalization. Focus investments and programs in south Needles to facilitate revitalization and healthy living conditions. 	DSD PWD	CDBG General Fund CalOES Grants	Within six years of Housing Element adoption.
F-3	Analysis of Impediments Programs	<ul style="list-style-type: none"> Implement programs identified in the 2020-2024 County Analysis of Impediments. Improve housing mobility by providing homeowner assistance, incentives for affordable housing development, coordinating with local lenders to expand mortgage access. Provide fair housing services to tenants, and continually investigate potential violations of fair housing law. 	DSD Fair Housing Specialist	CDBG General Fund	Continuous and on-going
F-4	Environmental Justice and Expanded Access to Opportunity	<ul style="list-style-type: none"> Adopt and implement a new Environmental Justice Element in the General Plan. Through the Environmental Justice Element, address areas with disproportionate pollution and health impacts and facilitate healthy living conditions for Needles residents. In particular, use the Environmental Justice Element to create targeted investments and improve health in south Needles. 	DSD	General Fund Leap Funds	Within two years of Housing Element adoption.
F-5	Fair Housing Outreach and Enforcement	<ul style="list-style-type: none"> Provide fair housing enforcement, landlord-tenant mediation, and fair housing information to residents and property owners. Advertise the City's fair housing specialist as a resource to resolve disputes and reports of discrimination. Increase outreach in east Needles, an area identified as having disproportionate housing needs. 	DSD Fair Housing Specialist	General Fund	Continuous and on-going
F-6	Transit Improvements Program	<ul style="list-style-type: none"> Provide housing projections and other information so that Needles Area Transit (NAT) continues to provide needed transportation services to Needles. 	DSD PWD	General Fund	Continuous and on-going

G. Public Education

Number	Title	Action	Responsible Party	Funding Source	Timeline
G-1	Housing Information	<ul style="list-style-type: none"> Continue to improve and expand the use of the various media to inform and promote the use of Needles's housing programs to its residents and developers by creating a dedicated webpage on the City's website. 	DSD	General Fund	Establish webpage within one year of Housing Element adoption; On-going and continuous publishing of information in the digital magazine
G-2	ADU Education	<ul style="list-style-type: none"> Develop and implement a comprehensive marketing program to advertise the ability of homeowners to create ADUs. 	DSD	General Fund	Develop marketing plan within one year of Housing Element adoption; implement marketing program within two years of Housing Element adoption
G-3	Source of Income Protection	<ul style="list-style-type: none"> Coordinate with the Housing Authority to conduct outreach to inform landlords and tenants of recent changes to state law that prevent source of income discrimination. Ensure that it is known that HCVs are allowed to establish a renter's financial eligibility. 	DSD Housing Authority	General Fund	Continuous and on-going
G-4	Energy Cost Savings	<ul style="list-style-type: none"> Develop a program to assist residents in identifying areas in their home, or practices, that waste energy. 	Utility Department	General Fund	Develop program by December 2023
G-5	Incentives to Build Housing	<ul style="list-style-type: none"> Disseminate brochures outlining information about available incentives and distribute them to contractors, developers, real estate and contractors boards, and public and private agencies. The City has regular participation at community meetings, as well as meetings with developers, construction vendors, and visitors, and distributes information via flyers, pamphlets, and bound books on programs that have been implemented or are in the process of being developed, properties that have completed the code abatement process and are available for receivership, rehabilitation, etc. City staff also participates in off-site meetings related to economic development activity in the City and provides written information to anyone attending these events. The information is also made available on the City's website, as well as in the lobby of City Hall. 	DSD	General Fund	The City will initiate at least two of the meetings described in the program per year and will update brochures at least twice during the planning period.



City of Needles, California Request for City Council Action

Item 24.

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: August 8, 2023

Title: Innovating Commerce Serving Communities (ICSC) Western

Background: The ICSC Western Event is at the San Diego Convention Center October 25-27, 2023. We will have a booth to display information about our city and to meet with potential businesses interested in what our city has to offer. Councilmember Campbell has expressed an interest in attending.

Critical Timeline: Registration Deadline is August 25, 2023

Fiscal Impact: The Travel Per Diem 2023-2024 budget is \$23,000. There is approximately \$9,700 in pending charges (League in September) Estimated cost for the full conference is \$450 Hotel accommodation approximately \$700 for two nights plus travel expenses. Estimated cost per councilmember is approximately \$1,800.

Recommendation: Authorize those interested to attend the ICSC Western Event at the San Diego Convention Center on October 25-27, 2023

Submitted By: City Clerk

City Management Review: Peter J. [Signature]

Date: 8-22-2023

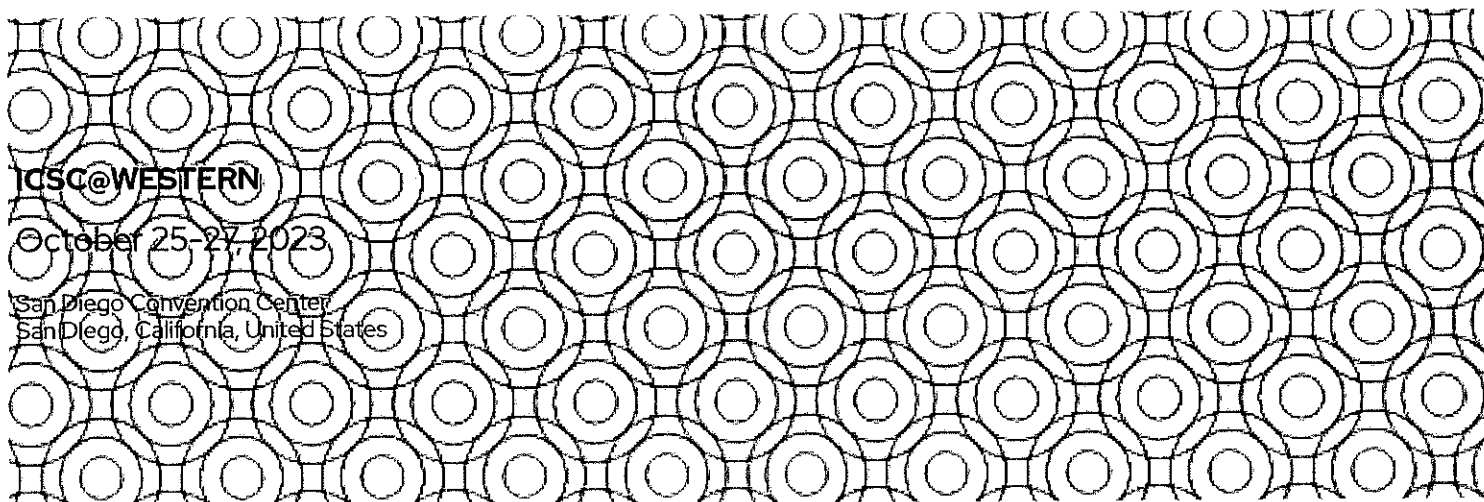
Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 24



Create connections and catalyze deals with the innovators, dealmakers and changemakers driving the marketplaces industry forward in your region. Advance your business goals and experience the latest trends shaping the spaces where consumers shop, dine, work, play, and gather.

Schedule At-a-Glance

Wednesday, October 25

12:00 – 6:30 pm • Badge Pickup & Registration

1:30 pm – 3:30 pm • Get-Together: (Optional Event) Property Tour – IQHQ's Research and Development District (RaDD)

4:00 – 6:00 pm • Networking Reception

Thursday, October 26

7:00 am – 5:00 pm • Badge Pickup & Registration

8:30 – 9:00 am • ICSC First-Timer, New Member & Student Meetup

Friday, October 27

8:00 am – 12:00 pm • Badge Pickup & Registration

9:00 am – 12:00 pm • Dealmaking & Retailer Central

Registration Fees*

Register at the Advance Rate (ends 11:59 pm EST on August 25, 2023)

Member • **\$450**

Non-Member • **\$900**

Retailer Member • **\$0**

Student Member • **\$50**

Standard Rate (ends 11:59 pm EST on October 24, 2023)

Member • **\$550**

Non-Member • **\$1,100**

Retailer Member • **\$0**

Student Member • **\$50**

On-Site Rate (starts at 12:00 am EST on October 25, 2023)

Member • **\$750**

Non-Member • **\$1,300**

Retailer Member • **\$0**

Student Member • **\$50**

* All cancellations are subject to a \$100 cancellation fee for members and non-members; \$25 for student members. Refunds will not be given for cancellations received after **October 20, 2023**. All requests for refunds must be received by ICSC in writing.

Hotel Reservations

- Rooms for ICSC@WESTERN book up fast. For discounted rates, reserve your hotel stay via onPeak, our official hotel partner, today. Hotel reservations close on **October 2, 2023**, and availability is on a first-come, first-served basis.
- Notice to all ICSC Members: Please be advised that ICSC will only contact you through onPeak, ICSC's official hotel provider. Any other email or phone solicitations offering hotel bookings are unauthorized and should be disregarded as spam notices.

Book Hotel

ICSC is committed to bringing our event attendees together safely and with the proper health precautions in place but cannot guarantee that event attendees, exhibitors, vendors or other participants will not become infected with COVID, and by voluntarily attending an ICSC event, you accept and assume the risk of possible exposure or contraction of the same. Read ICSC's Event Terms and Conditions and our Event FAQs for more information.

Follow us for the latest event news and updates.



About this event series

The ICSC@ event series is our signature regional two- to three-day gatherings of innovators and dealmakers, who are dedicated to strengthening communities and economies by bringing the spaces where consumers shop, dine, work, play, and gather to life.

Details

Questions?

For more information, please call +1 844 728 ICSC or email info@icsc.com.

[Event FAQs](#)

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Attending

380 Registered



Larry Kosmont CRE

Owner/Chairman/CEO

Kosmont

Companies

San Diego, California

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 San Diego, California, United States
 +1 646 728 3800

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