



(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
EL GARCES – 950 FRONT STREET, NEEDLES

TUESDAY, AUGUST 13, 2024
COUNCIL EXECUTIVE SESSION – 5:00 PM
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: 262 925 990#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 262 925 990#
The meetings are being recorded.

CALL TO ORDER
ROLL CALL

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS

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

RECESS TO EXECUTIVE SESSION

EXECUTIVE SESSION

- a. Conference with legal counsel – Anticipated Litigation – Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (3). One potential case.
- b. Conference with Real Property Negotiators pursuant to Government Code Section 54956.8. Property: 19th Hole Bar & Grill located at 144 Marina drive Needles, CA. Agency Negotiator: City Manager Patrick Martinez or his designee. Negotiating Parties: City of Needles as potential lessor and Kristin Baran dba 19th Hole Bar & Grill as Potential tenant. Under negotiation: Price and Terms of Potential lease.
- c. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code 54956.9(d)(4). One potential case.
- d. Conference with Real Property Negotiators pursuant to Government Code Section 54956.8. Property: Tri-State Alano Club located at 801 Third Street, Needles, CA. Agency Negotiator: City Manager Patrick Martinez or his designee. Negotiating Parties: City of Needles as potential lessor and Tri-State Alano Club as Potential tenant. Under negotiation: Price and Terms of Potential lease.
- e. Conference with Labor Negotiator pursuant to California Government Code §54957.6-Personnel - Agency Representative City Manager Patrick Martinez or his designee - Employee Organizations Teamsters Local 1932

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

PUBLIC HEARING

1. Public hearing noticed to consider all evidence and testimony for or against approval of Ordinance 666-AC Amending Article 13-IV "Operation of Vehicles" Section 13-29 "Decrease of Prima Facie Speed Limits", of the Needles Municipal Code to include the Prima Facie Speed Limit for Clary Drive between San Clemente Street and Lillyhill Drive and authorize Public Works to implement the signing and striping plan. (ACT)
 - Staff Report
 - Council questions of staff
 - Mayor to open the public hearing
 - Public Comment
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Adopt Ordinance 666-AC Amending Article 13-IV "Operation of Vehicles" Section 13-29 "Decrease of Prima Facie Speed Limits", of the Needles Municipal Code to include the Prima Facie Speed Limit for Clary Drive between San Clemente Street and Lillyhill Drive and authorize Public Works to implement the signing and striping plan. (1st Read)
2. Public hearing noticed to consider all evidence and testimony for or against approval of City Council Resolution No. 2024-32, approving the abandonment of the 8' wide sewer easement located along the south property line of Parcel A of Parcel Map 14798 generally located at 2701 Columbus Drive. (ACT)
 - Staff Report
 - Council questions of staff
 - Mayor to open the public hearing
 - Public Comment
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Adopt City Council Resolution No. 2024-32, approving the abandonment of the 8' wide sewer easement located along the south property line of Parcel A of Parcel Map 14798 generally located at 2701 Columbus Drive
3. Public hearing noticed to consider all evidence and testimony for or against approval of City Council Ordinance No. 667-AC Adopting the California Building Standards Code 2022 Edition; Rescinding Ordinance No. 635-AC adopting the California Building Standards Code 2019 Edition; Amending Municipal Code Article IV "Uniform Administrative Code" and Section 2-10 "Adopted by Reference Where Filed" **has been continued to September 10, 2024.**

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

PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS

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

REGULAR NPUA / COUNCIL ITEMS

4. **NPUA:** Waive the reading and adopt Resolution Number 08-13-2024-NPUA authorizing the transfers of money to and from the NPUA account at Wells Fargo Bank to the State of California's Local Agency Investment Fund (LAIF) and updating the authorized staff list. (ACT)
and

COUNCIL: Waive the reading and adopt Resolution Number 2024-33 authorizing the transfers of money to and from the NPUA account at Wells Fargo Bank to the State of California's Local Agency Investment Fund (LAIF) and updating the authorized staff list. (ACT)

ADJOURN THE JOINT NPUA / COUNCIL MEETING AND RECONVENE THE CITY COUNCIL MEETING (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS

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

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 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 5 through 11 on the Consent Calendar by affirmative roll call vote. (ACT)

5. Approve the Warrants Register through August 13, 2024
6. Approve the Minutes of July 9, 2024
7. Approve Resolution No. 2024-31 establishing the appropriations subject to limit for Fiscal Year 2024-2025.
8. Approve Subgrant Agreement with International City/County Management Association (ICMA), COP Network Partner with the Gates Foundation for the "Gates Economic Mobility Project" and authorize the City Manager to execute said agreement.
9. Accept Change Order #2 (final) to the Public Works Agreement with Three Peaks Corp. for the Marina Park First Beach Improvements Project in the amount of \$58,541.81 and Authorize Staff to Issue the Notice of Completion
10. Authorize the Mayor to sign a letter of support for Tri-State Community Healthcare in their application for a New Access Point to expand primary care, behavioral health and homeless services.
11. Accept the 2025 Employee Medical Benefits Plan

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

12. Research on Ordinance for Feeding Feral Cats (DIS)
13. Approve Tenant Improvements of the River's Edge Golf Course, Golf Concession and Pro Shop Building – Kitchen Remodel (ACT)
14. Authorize the City Clerk to publish a notice of vacancies on the various Boards and Commissions due to the expiration of terms and resignations. (ACT)
15. Approve Fifth Amendment to On-Call Consulting Services Agreement Between the City of Needles and Development Management Group, Inc. For Economic Development Consulting Services in the amount not to exceed \$70,000 and extend the term of the Agreement until June 30, 2025. (ACT)
16. Accept proposal from The Concord Group to provide Professional Services for a Housing Market Demand Assessment for a Not to Exceed amount of \$20,000 and authorize staff to execute a Professional Services Agreement and Notice of Award for the work. (ACT)
17. Cancel the September 24, 2024 regular City Council / NPUA / HACN meeting. (ACT)
18. Authorize those interested to attend the 2024 San Bernardino County State of the County Conference on September 18, 2024, at the Ontario Convention Center in Ontario, CA (ACT)
19. Approve Resolution 2024-34 Approving an Employment Agreement with Kathy Raasch for Director of Development Services / Capital Projects effective August 13, 2024, setting a salary of \$151,715 in compliance with SB 1436 and incorporate into the salary schedule FY 2024-2025. (ACT)

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY MANAGER REPORT

Manager's Report for the weeks of July 26 and August 2, 2024.

COUNCIL REQUESTS

Council Member Campbell

Council Member McCorkle

Vice Mayor Merritt

Council Member Pogue

Council Member Belt

Council Member Longbrake

Mayor Jernigan

ADJOURNMENT

**INTERNET ACCESS TO CITY COUNCIL AGENDAS AND STAFF REPORT MATERIAL IS AVAILABLE
PRIOR TO CITY COUNCIL MEETINGS AT: <http://www.cityofneedles.com>**

Posted: August 9, 2024

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 9th day of August 2024

/s/ Dale Jones, CMC, City Clerk



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: City Council Ordinance No. 666-AC
Amending Article 13-IV "Operation of Vehicles" Section 13-29 "Decrease of Prima Facie Speed Limits", of the Needles Municipal Code to include the Prima Facie Speed Limit for Clary Drive for the segment between San Clemente Street and Lillyhill Drive

Background: In response to a request by City Council, staff engaged TKE Engineering, Inc. to perform a speed study and establish a speed zone for Clary Drive between San Clemente Street and Lillyhill Drive.

TKE performed a field review of the area, obtained traffic counts and accident data to complete the traffic study and spend zone analysis. The study was conducted in accordance with provisions and law set forth in the California Vehicle Code (CVC) with guidance from the California Manual on Uniform Traffic Control Devices CA (MUTCD) 2014 revision 8 (July 11, 2024).

Upon conclusion of the speed study, signing and striping plans were prepared by TKE for both San Clemente Street and Clary Drive. The signage includes the speed limit signs of 30 mph consistent with radar enforceable speed limits recommended for both roadways.

Fiscal Impact: Approximately \$6,000 from COPS, grant funds

Recommended Action: Adopt Ordinance 666-AC Amending Article 13-IV "Operation of Vehicles" Section 13-29 "Decrease of Prima Facie Speed Limits", of the Needles Municipal Code to include the Prima Facie Speed Limit for Clary Drive between San Clemente Street and Lillyhill Drive and authorize Public Works to implement the signing and striping plan.

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez

Date: 8/8/2024

Other Department Approval (when required): Barbara DiLeo

Date: 8/9/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

ORDINANCE NO. 666-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING ARTICLE IV “OPERATION OF VEHICLES” SECTION 13-29 TO INCLUDE THE PRIMA FACIA SPEED LIMIT RECOMMENDED FOR CLARY DRIVE BETWEEN SAN CLEMENTE STREET AND LILLYHILL DRIVE

WHEREAS, Over the years the City of Needles has adopted ordinances and/or resolutions specific to speed limits; and

WHEREAS, per Vehicle Code Section 40802 speed surveys must be conducted every five to ten years to ensure the speeds reflect current conditions as dictated by the California Vehicle Code; and

WHEREAS, a Citywide Engineering and Traffic Survey (E&TS) for the City of Needles was prepared by Minagar & Associates, Inc. dated August 10, 2022 and adopted by City Council on September 27, 2022; and

WHEREAS, an Engineering and Traffic Survey (E&TS) for the City of Needles was prepared by TKE Engineering, Inc. dated April 22, 2024; and

NOW, THEREFORE, the City Council of the City of Needles does ordain as follows:

SECTION 1. The City Council **HEREBY FINDS AND DETERMINES** that this activity is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Section §15301(c), as the activity is a minor alteration of existing city streets.

SECTION 2. The City Council **HEREBY FINDS AND DETERMINES** that facts do exist to approve an amendment to the Needles Municipal Code (“Needles Code”).

SECTION 3. The City Council **HEREBY APPROVES** Ordinance 666-AC, amending the Needles Code as follows:

Article 13-IV. Operation of Vehicles

Section 13-29 Decrease of Prima Facie Speed Limits

It is hereby determined upon the basis of an Engineering and Traffic Survey (E&TS) for the City of Needles prepared by TKE Engineering, Inc. dated April 22, 2024 reveals to add the following segment:

Street	From	To	Declared Prima Facia Speed Limit
Clary Drive	San Clemente Street	Lillyhill Drive	30 mph

SECTION 4: Effective Date. This action shall become final and effective thirty (30) days after this decision by the City Council as provided by the Needles Code.

SECTION 5: Certification. The City Clerk shall certify to the adoption of this Ordinance.

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 13th day of August 2024, by the following roll call vote:

AYES:
NOES
ABSENT
ABSTAIN

Mayor Jan Jernigan

Attest: _____
City Clerk, Dale Jones. CMC

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of September 2024.

AYES:
NOES
ABSENT
ABSTAIN

Mayor Jan Jernigan

(Seal)

Attest: _____
City Clerk, Dale Jones. CMC

Approved as to form:

City Attorney John Pinkney

City of Needles
Engineering and Traffic Survey

STREET	Clary Drive	CERTIFICATION DATA	
FROM	San Clemente Street	TO	Lillyhill Drive
			SEGMENT # 22

Recommended Speed Limit 30
Speed Limit Change -NO

SPEED FACTORS

Date of Speed Survey	3/27/2024	Posted Speed Limit	Not Posted
Time of Speed Survey	9:00 A.M. 12:50 P.M.	Speed Justification	CA MUTCD OPTION # 1
50th Percentile Speed	30 MPH		
85th Percentile Speed	36 MPH		
Average Speed	30 MPH		
15th Percentile Speed	25 MPH		
Pace Speed	22-32 MPH		
Percentage of Vehicles in Pace	65%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3	Years	1/1/2021 - 12/31/2023
Total Collisions	1		
Segment Collision Rate	0.74		
Statewide Average Collision Rate	1.8		

TRAFFIC FACTORS

Average Daily Traffic	374	Date Counted	3/27/2024
Number of Lanes	1 lane each direction		
Type of Traffic Control	Stop Control @ Lillyhill Dr.		
Crosswalks?	Unmarked at intersections		
Pedestrian Traffic	yes		
Truck Traffic	no		
On-Street Parking	yes		
Sidewalks?	Varies; disconnected.		
Driveways?	yes		

ROADWAY FACTORS

Length of Segment	1,600' (.3 miles)		
Width	40' - 48'/Varies		
Vertical Curve?	Yes	Horizontal Curve?	Yes
Visibility	Fair	Lighting	Yes, intermittent ; Two(2) in total
Roadway Conditions	Fair to Poor asphalt condition		
Adjacent Land Use	Electrical Sub Station; Multi-Family ; vacant; SFD (rear yards)		

CONDITIONS NOT READILY APPARENT

Comments: Sporadic lighting, disconnected curb/gutter or sidewalks with pedestrian traffic on suggested route to school with bus pick-up/drop-off along roadway.

Road curvature creates sight distance constraints of oncoming road users.

Roadway Geometrics: Horizontal Route Curve; Vertical Curve with Concrete Cross Gutter across roadway.

Conditions: Safety of Pedestrians and Bicyclists , vulnerable pedestrian group; children (CVC 627)

Verification and Justification:

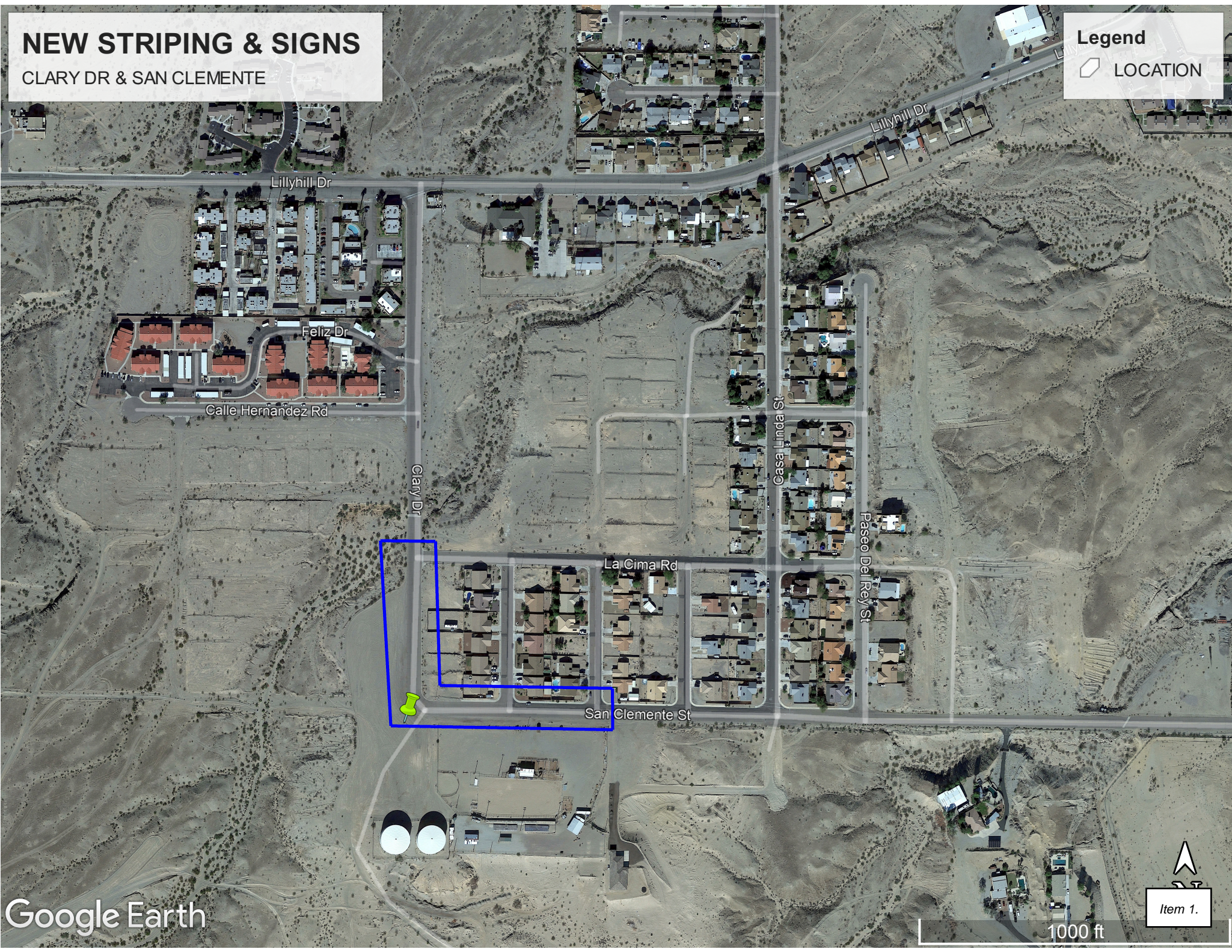
	4/22/24	PE 69984
Terry Renner R.C.E.	Date	State Registration Number

NEW STRIPING & SIGNS

CLARY DR & SAN CLEMENTE

Legend

 LOCATION



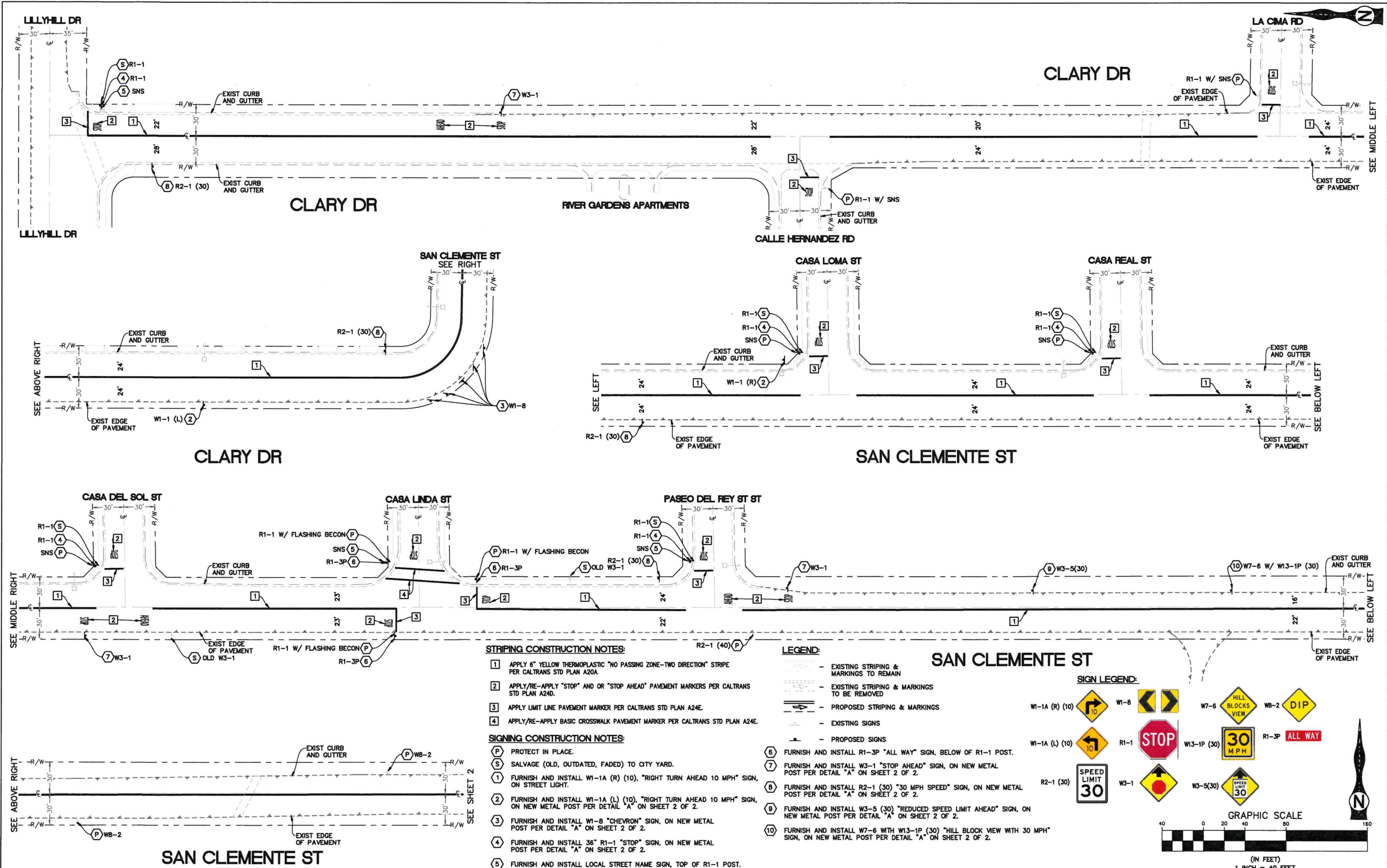
Google Earth



Item 1.

1000 ft

S:\Projects\Needles\168-17 Staff Augmentation and Support Services\168-17_24-ClaryDr-and-SanClementeSt-S\168-17_24_Plan.dwg



STRIPING CONSTRUCTION NOTES:

- 1 APPLY 6" YELLOW THERMOPLASTIC "NO PASSING ZONE-TWO DIRECTION" STRIPE PER CALTRANS STD PLAN A20A.
- 2 APPLY/RE-APPLY "STOP" AND OR "STOP AHEAD" PAVEMENT MARKERS PER CALTRANS STD PLAN A24D.
- 3 APPLY LIMIT LINE PAVEMENT MARKER PER CALTRANS STD PLAN A24E.
- 4 APPLY/RE-APPLY BASIC CROSSWALK PAVEMENT MARKER PER CALTRANS STD PLAN A24E.

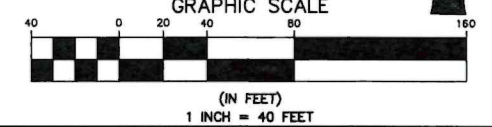
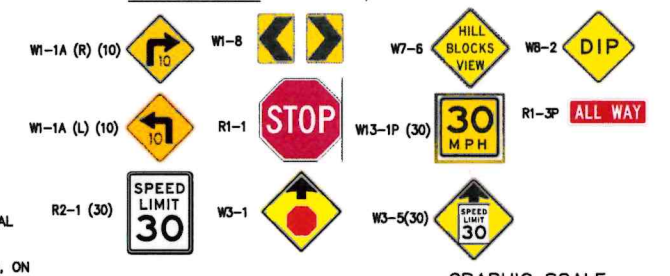
SIGNING CONSTRUCTION NOTES:

- (P) PROTECT IN PLACE.
- (S) SALVAGE (OLD, OUTDATED, FADED) TO CITY YARD.
- 1 FURNISH AND INSTALL W1-1A (R) (10), "RIGHT TURN AHEAD 10 MPH" SIGN, ON STREET LIGHT.
- 2 FURNISH AND INSTALL W1-1A (L) (10), "RIGHT TURN AHEAD 10 MPH" SIGN, ON NEW METAL POST PER DETAIL "A" ON SHEET 2 OF 2.
- 3 FURNISH AND INSTALL W1-B "CHEVRON" SIGN, ON NEW METAL POST PER DETAIL "A" ON SHEET 2 OF 2.
- 4 FURNISH AND INSTALL 36" R1-1 "STOP" SIGN, ON NEW METAL POST PER DETAIL "A" ON SHEET 2 OF 2.
- 5 FURNISH AND INSTALL LOCAL STREET NAME SIGN, TOP OF R1-1 POST.

LEGEND:

- EXISTING STRIPING & MARKINGS TO REMAIN
- EXISTING STRIPING & MARKINGS TO BE REMOVED
- PROPOSED STRIPING & MARKINGS
- EXISTING SIGNS
- PROPOSED SIGNS
- 6 FURNISH AND INSTALL R1-3P "ALL WAY" SIGN, BELOW OF R1-1 POST.
- 7 FURNISH AND INSTALL W3-1 "STOP AHEAD" SIGN, ON NEW METAL POST PER DETAIL "A" ON SHEET 2 OF 2.
- 8 FURNISH AND INSTALL R2-1 (30) "30 MPH SPEED" SIGN, ON NEW METAL POST PER DETAIL "A" ON SHEET 2 OF 2.
- 9 FURNISH AND INSTALL W3-5 (30) "REDUCED SPEED LIMIT AHEAD" SIGN, ON NEW METAL POST PER DETAIL "A" ON SHEET 2 OF 2.
- 10 FURNISH AND INSTALL W7-6 WITH W13-1P (30) "HILL BLOCK VIEW WITH 30 MPH" SIGN, ON NEW METAL POST PER DETAIL "A" ON SHEET 2 OF 2.

SIGN LEGEND:



Underground Service Alert

BASIS OF BEARINGS:		REVISIONS				
N/A		MARK	DATE	INITIAL	DESCRIPTION	DATE
BENCHMARK:						
N/A						

CITY OF NEEDLES

APPROVED FOR CONSTRUCTION:

STEVEN W. LEDBETTER
R.C.E. 84044 EXP. DATE 9-30-25

4-23-24
DATE

TKE ENGINEERING, INC.

2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
(951) 680-0490 FAX

TERRY M. RENNER
R.C.E. NO. 69984
EXPIRES: 9-30-24

4-23-24
DATE

CITY OF NEEDLES

SIGNING AND STRIPING PLAN
CLARY DRIVE
SAN CLEMENTE STREET

SHEET
1
OF
2

Item 1.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☒ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: City Council Resolution No. 2024-32
A Resolution of the City Council of the City of Needles, Approving the Abandonment of an 8' wide Sewer Easement Located along the South Property Line of Parcel A of Parcel Map 14798 generally located at 2701 Columbus Drive

Background: An 8' wide, 162.59 linear feet, sewer easement shown on Parcel Map 14798 was dedicated to the City of Needles for the construction and maintenance of a sewer lateral to serve the property at 2701 Columbus Drive.

The property owner now desires to purchase the said easement and assume responsibility for the maintenance, repair and replacement of the sewer line within the existing sewer easement.

In accordance with Section 65402 of the Government Code, the Planning Commission must determine whether the vacation of the easement conforms to the General Plan.

At the July 10, 2024 Planning Commission meeting, a public hearing was held; public input was solicited and considered, and a finding was made that abandonment of an 8' wide Sewer Easement Located along the South Property Line of Parcel A of Parcel Map 14798 is in compliance with the General Plan.

Fiscal Impact: N/A

Environmental Impact: Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, City Staff determined that the project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. City Staff found that there is no possible significant effect directly related to the Project, therefore no further action is required under CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR § 15061(b)(3)), and independently, the Project is categorically exempt (class 5) pursuant to Section 15305 of the State CEQA Guidelines (14 CCR § 15305).

Recommended Action: Approve City Council Resolution No. 2024-32, approving the abandonment of the 8' wide sewer easement located along the south property line of Parcel A of Parcel Map 14798 generally located at 2701 Columbus Drive.

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez Date: 8/8/2024

Other Department Approval (when required): _____ Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

RESOLUTION NO. 2024-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEEDLES, CALIFORNIA, APPROVING THE ABANDONMENT
OF AN 8' WIDE SEWER EASEMENT LOCATED ALONG THE
SOUTH PROPERTY LINE OF PARCEL A OF PARCEL MAP 14798**

WHEREAS, at the July 10, 2024 Planning Commission meeting, a public hearing was held relevant to the above-referenced project with public input solicited and considered; and

WHEREAS, a finding was made by the Planning Commission that abandonment of an 8' wide sewer easement located along the south property line of Parcel A of Parcel Map 14798 is in compliance with the General Plan: and

WHEREAS, notice of a public hearing for the August 13, 2024 City Council meeting was published in the Needles Desert Star on June 26, 2024, sent to each property owner within three hundred feet (300') of the property being considered for vacation, and posted within the City; and

WHEREAS, the property owner will assume responsibility for the maintenance, repair, and replacement of the sewer line within the existing sewer easement; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Needles, California, approves the abandonment of the 8' wide sewer easement located along the south property line of Parcel A of Parcel Map 14798.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 13th day of August, 2024 by the following vote:

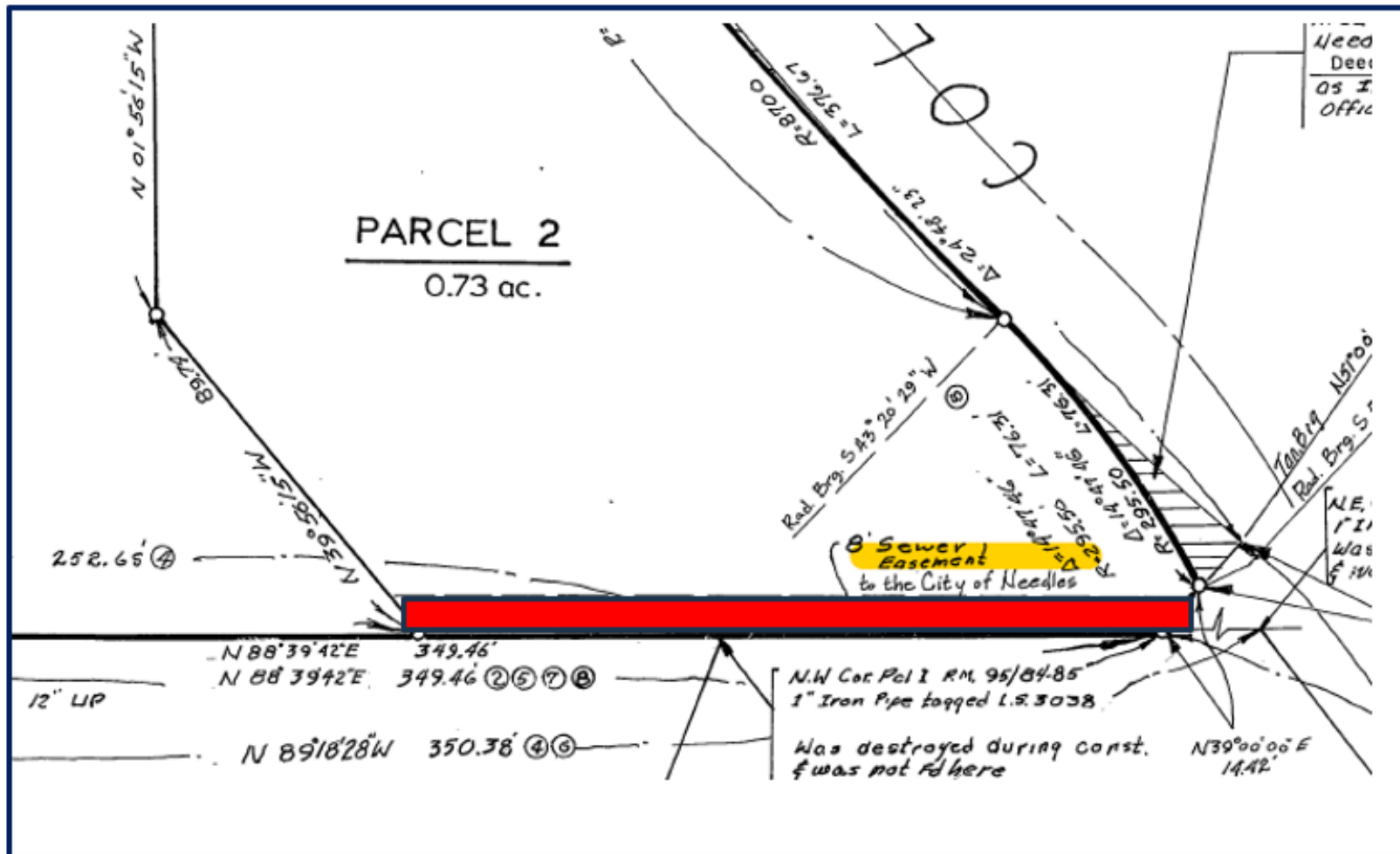
AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor of the City of Needles

Attest:

City Clerk of the City of Needles

Sewer Easement to be Abandoned





Aerial Map





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: City Council Resolution 2024-33
A Resolution of the City Council of the City of Needles Authorizing the Investment of Monies into the State of California's Local Agency Fund (LAIF) and Updating List of Authorized Staff.

Background: Approval is required to authorize transfers of money between the City's LAIF accounts and the City checking account at Wells Fargo Bank (WFB) (account #5585961955) and to update the LAIF authorized list to order the deposit and withdrawal of funds in LAIF.

The following City of Needles officers holding the title(s) specified herein below or their successors in office are authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

- Virginia Tasker, City Treasurer
- Pam Osteen Human Resources Specialist
- Kenneth McDonald, Interim Director of Finance

Fiscal Impact: N/A

Recommended

Action: Approve Resolution No. 2024-33 authorizing the transfers of money to and from the City account at WFB and LAIF, and updating of the authorized staff list.

Submitted By: Kenneth McDonald, Interim Director of Finance

City Manager Approval: Patrick J. Martinez

Date: 8/8/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

RESOLUTION NO. 2024-33
A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF NEEDLES, CALIFORNIA AUTHORIZING INVESTMENT
OF MONIES INTO THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Needles, California hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et seq. for the purpose of investment as provided therein is in the best interests of the City of Needles;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California hereby authorizes the deposit and withdrawal of the City of Needles monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following City of Needles officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Virginia Tasker
City Treasurer

Pam Osteen
Human Resources Specialist

Kenneth McDonald
Interim Director of Finance

Signature

Signature

Signature

Section 2. This resolution shall remain in full force and effect until rescinded by the City Council of the City of Needles by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's office.

PASSED AND ADOPTED, by the City Council of the City of Needles, of San Bernadino County of the State of California, on the 13th day of August, 2024 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

ATTEST: _____
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Needles, California Request for City Council Action

☐ CITY COUNCIL ☒ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: NPUA Resolution No. 8-13-2024-NPUA
A Resolution of the Needles Public Utility Authority Authorizing the Investment of Monies into the State of California's Local Agency Fund (LAIF) and Updating List of Authorized Staff.

Background: Approval is required to authorize transfers of money between the NPUA's LAIF accounts and the NPUA checking account at Wells Fargo Bank (WFB) (account #5585962938) and to update the LAIF authorized list to order the deposit and withdrawal of funds in LAIF.

The following Needles Public Utility Authority for the City of Needles officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

- Virginia Tasker, City Treasurer
- Pam Osteen Human Resources Specialist
- Kenneth McDonald, Interim Director of Finance

Fiscal Impact: N/A

Recommended Action: Approve NPUA Resolution No. 8-13-2024-NPUA authorizing the transfers of money to and from the NPUA account at WFB and LAIF and updating of the authorized staff list.

Submitted By: Kenneth McDonald, Interim Director of Finance

City Manager Approval: Patrick J. Martinez

Date: 8/8/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

RESOLUTION NO. 8-13-2024-NPUA
A RESOLUTION OF THE NEEDLES PUBLIC UTILITY AUTHORITY
OF THE CITY OF NEEDLES, CALIFORNIA AUTHORIZING INVESTMENT
OF MONIES INTO THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Needles Public Utility Authority board of directors of the City of Needles hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et seq. for the purpose of investment as provided therein is in the best interests of the Needles Public Utility Authority of the City of Needles;

NOW, THEREFORE, BE IT RESOLVED that the Needles Public Authority board of directors of the City of Needles, California hereby authorizes the deposit and withdrawal of the Needles Public Utility Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Needles Public Utility Authority for the City of Needles officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Virginia Tasker
City Treasurer

Pam Osteen
Human Resources Specialist

Kenneth McDonald
Interim Director of Finance

Signature

Signature

Signature

Section 2. This resolution shall remain in full force and effect until rescinded by the Needles Public Utility Authority board of directors of the City of Needles by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's office.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Needles Public Utility Authority of the City of Needles, California, held on the 13th day of August, 2024 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

ATTEST: _____
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: JULY 23, 2024

Title: Warrants

Background: n/a

Fiscal Impact: See attached Warrant Registers

Environmental Impact: n/a

Recommended Action: Approve the Warrant Registers through JULY 23, 2024.

Submitted By: Barbara DiLeo, Acting Director of Finance

City Manager Approval: Patrick J. Martinez

Date: 8/8/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 23, 2024**

		7/23/2024	FUND AMT.	23-Jul	24-25
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -			\$ 90,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 26.00	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 78.00	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 5,586.50		\$ 5,612.50	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ 150.50		\$ 2,426.50	\$ 326,356.00
101.1040.417	ENGINEERING	\$ 150.50		\$ 151.50	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -			\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ -			\$ 80,551.00
101.2010.421	SHERIFF	\$ 47.98		\$ 47.98	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 2,985.40		\$ 3,081.40	\$ 283,098.00
101.2025.424	BULDING & SAFETY	\$ 150.50		\$ 2,426.50	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 150.50		\$ 2,496.50	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ 375.22		\$ 693.22	\$ 744,745.00
101.4730.472	SANITATION	\$ 4,039.00		\$ 4,039.00	\$ 143,822.00
101.5770.452.	AQUATICS	\$ -			\$ 249,282.00
101.5772.452	PARKS	\$ 148.89		\$ 239.89	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 60.00	\$ 115,992.00
101.5774.452	RECREATION	\$ -		\$ 39.00	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 13,784.99		\$ 21,671,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -		\$ 4,363,469.00
FUND 205	CDBG		\$ -		\$ 107,900.00
FUND 206	CEMETERY		\$ 33.95	\$ 59.95	\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -		\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -		\$ 256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -		\$ 19,500.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -		\$ 650,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -		\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -		\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -		\$ -
FUND 238	STATE RECREATION GRANTS		\$ -		\$ 1,285,000.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -		\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -		\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -		\$ 40,000.00
FUND 501	NPUA		\$ -		\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ 111.33	\$ 1,160.53	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 612.16	\$ 869.16	\$ 1,329,341.00
FUND 505	SANITATION		\$ -	\$ 13.00	\$ 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	\$ 655.76		\$ 772.76	\$ 1,356,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 267.22		\$ 1,010.22	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 922.98		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 3,035.54	\$ 6,971.84	\$ 477,260.00
FUND 509	MIS		\$ 4,122.78	\$ 12,921.25	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 398.18	\$ 398.18	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ 1,722.16	\$ 1,722.16	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ 6,847.35		\$ 287,320.05
FUND 520	SR DIAL A RIDE				\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -		\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 17,286.00	\$ 477,395.00
FUND 575	HOUSING		\$ 127.37	\$ 39,479.37	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 89,755.66	\$ 90,218.66	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -		\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -		\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -		\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -		\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -		\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 121,474.45	\$ 194,301.07	\$ 65,210,519.05

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

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

Not a Dill 7/17/24
Finance Department Date

Virginia Tasker 7-16-24
Virginia Tasker, City Treasurer Date

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 23, 2024**

		7/23/2024	FUND AMT.	23-Jul	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 910.99			
101.1015.412	CITY ATTORNEY	\$ 6,469.40		\$ 82,314.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 236,247.75	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 1,633.90		\$ 1,212,616.31	\$ 1,652,223.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 2,462.42		\$ 287,953.20	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 36.44		\$ 157,204.90	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 4,998.94		\$ 352,368.03	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 1,600.00		\$ 42,025.37	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 468.81		\$ 67,784.41	\$ 62,202.00
101.2010.421	SHERIFF	\$ 20,273.22		\$ 3,753,194.23	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 1,539.74		\$ 299,953.51	\$ 321,201.00
101.2025.424	BUILDING & SAFETY	\$ 15.42		\$ 293,551.97	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 16,945.57		\$ 636,606.12	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 8,498.62		\$ 710,751.94	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 175,261.15	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 4,741.27		\$ 511,973.15	\$ 246,913.00
101.5772.452	PARKS	\$ 5,545.32		\$ 671,197.35	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 155.00		\$ 93,634.63	\$ 115,646.00
101.5774.452	RECREATION	\$ 235.23		\$ 414,895.07	\$ 469,622.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 76,530.29		\$ 11,264,060.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ 17,339.58	\$ 1,981,547.14	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 7,996.30	\$ 258,022.00
FUND 206	CEMETERY		\$ 1,478.39	\$ 200,978.50	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,035,924.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 139,164.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 65,865.41	\$ 218,680.44	\$ 395,464.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 4,952.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 170,078.01	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ 5,014.40	\$ 1,327,626.60	\$ 2,819,424.00
FUND 239	CA CONSERV RECYCLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 185,550.69	\$ 202,153.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ 228.13	\$ 2,399,243.74	\$ 2,660,851.00
FUND 502	WATER DEPARTMENT		\$ 6,436.40	\$ 1,816,167.51	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 1,241.34	\$ 1,210,904.96	\$ 1,312,828.00
FUND 505	SANITATION		\$ 106,988.47	\$ 1,555,993.71	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,019,012.58	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ 82.44		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 157,691.24		\$ 1,032,270.89	\$ 1,509,547.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 550.29		\$ 369,041.90	\$ 422,685.00
FUND 507	GOLF FUND TOTAL		\$ 158,323.97		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 722.01	\$ 402,631.85	\$ 496,825.00
FUND 509	MIS		\$ 2,200.00	\$ 252,460.62	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 1,042.13	\$ 229,492.76	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 4,781.75	\$ 234,395.09	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ 6,847.35	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ 6,776.97	\$ 98,793.77	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 1,103.84	\$ 19,105.35	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 36,518.33	\$ 768,353.65	\$ 808,479.00
FUND 575	HOUSING		\$ 3,737.43	\$ 1,257,126.78	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ 67,593.10	\$ 11,348,534.37	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 52,672.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ 662,530.22	\$ 6,385,764.75	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ 618.31	\$ 119,026.25	\$ 240,447.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ 272.50	\$ 26,055.78	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 1,428.15	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 1,234,190.32	\$ 46,062,908.38	\$ 58,516,413.05

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

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

[Signature] 7/17/24
Finance Department Date

Virginia Tasker, City Treasurer Date

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			
21555	3479	BRAUN BLAISING & WYNNE P.	008071		07/23/2024	580-4750-473.31-50	1,658.41 1,658.41 *	1,658.41			
21556	3392	BUG EMERGENCY INC.	007981		07/23/2024	575-5555-485.31-90	85.00 85.00 *	85.00			
21557	2618	BULLHEAD AUTO SUPPLY	000131		07/23/2024	511-3021-432.43-26	293.02 293.02 *	293.02			
21558	1	BURRIS, ALEXANDER R	UT		07/23/2024	501-0000-211.00-00	65.81 65.81 *	65.81			
21559	3855	CALIFORNIA AIR RESOURCES	008071		07/23/2024	580-4750-473.63-08	9,181.00 9,181.00 *	9,181.00			
21560	3856	CALIFORNIA CONSULTING, IN	008028		07/23/2024	101-3010-431.31-90	3,300.00 3,300.00 *	3,300.00			
21561	1213	CALIFORNIA DEPT. OF TAX &	008027		07/23/2024	580-4750-473.63-41	40.64				
			008128		07/23/2024	101-1025-415.61-02	21.02				
			008129		07/23/2024	101-1035-416.61-02	36.44				
			008130		07/23/2024	101-1040-417.61-02	36.44				
			008131		07/23/2024	101-2010-421.43-02	38.10				
			008132		07/23/2024	101-2010-421.43-03	55.67				
			008133		07/23/2024	101-2025-424.61-02	15.42				
			008134		07/23/2024	101-2030-423.61-02	36.44				
			008135		07/23/2024	101-3010-431.70-19	187.86				
			008136		07/23/2024	101-3010-431.61-21	10.54				
			008137		07/23/2024	101-5770-452.61-04	35.79				
			008138		07/23/2024	101-5774-452.43-18	6.20				
			008139		07/23/2024	101-0000-204.06-00	176.39				
			008140		07/23/2024	507-5761-453.43-04	23.14				
			008141		07/23/2024	511-3021-432.43-26	47.13				
			008142		07/23/2024	508-4810-478.61-02	13.56				
			008143		07/23/2024	580-4750-473.60-55	2,296.11				
			008144		07/23/2024	583-4720-475.72-17	618.31				
			008145		07/23/2024	507-0000-203.00-00	82.44 3,777.64 *	3,777.64			
21562	1791	CLUB CAR, LLC.	007981		07/23/2024	507-5762-454.61-07	322.09 322.09 *	322.09			
21563	455	CULLIGAN WATER COND.	008074		07/23/2024	511-3020-432.43-29	48.16 48.16 *	48.16			
21564	3809	DATA TICKET INC.	008032		07/23/2024	101-2030-423.31-10	350.00 350.00 *	350.00			
21565	4071	DAYNIGHT MEDIA LLC	007981		07/23/2024	101-5772-452.31-90	1,000.00 1,000.00 *	1,000.00			

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21566	440	DECO FOODSERVICE INCORP.	000089		07/23/2024	507-5762-454.61-06	108.22 108.22 *	108.22
21567	2487	DELL MARKETING L.P.	000088 008076		07/23/2024 07/23/2024	508-4810-478.61-02 101-2030-423.61-02	3,018.42 5,432.76 8,451.18 *	8,451.18
21568	3523	DEVELOPMENT MANAGEMENT GR	PI0388 PI0389 PI0390 PI0391	024054 024054 024054 024054	07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-1060-410.53-05 502-4710-471.53-05 503-4720-475.53-05 580-4750-473.53-05	1,600.00 850.00 450.00 2,100.00 5,000.00 *	5,000.00
21569	3580	DIAMOND PURE WATER	007981 007981 008029 008081		07/23/2024 07/23/2024 07/23/2024 07/23/2024	510-4410-405.61-01 503-4720-475.43-02 101-5774-452.61-06 511-3020-432.43-29	42.00 12.00 30.00 12.00 96.00 *	96.00
21570	3561	DIVISION OF THE STATE ARC	008070		07/23/2024	101-0000-321.04-00	10.40 10.40 *	10.40
21571	501	DOI-BOR-REGION: LOWER COL	000090		07/23/2024	580-4750-473.63-10	12,653.40 12,653.40 *	12,653.40
21572	4066	EBERHARD EQUIPMENT	008030		07/23/2024	507-5761-453.43-04	331.08 331.08 *	331.08
21573	2653	EMPIRE SOUTHWEST	000131		07/23/2024	511-3021-432.43-26	595.78 595.78 *	595.78
21574	3913	ENTERPRISE FM TRUST	008045 000091		07/23/2024 07/23/2024	512-0000-207.02-00 512-0000-207.02-00	6,847.35 6,847.35 13,694.70 *	13,694.70
21575	4092	FOREUP GOLF SOFTWARE	000092		07/23/2024	507-5762-454.61-09	159.00 159.00 *	159.00
21576	3708	GAUDIN FORD	008074 008074		07/23/2024 07/23/2024	101-2010-421.43-03 101-2010-421.43-03	1,320.81 97.04 1,417.85 *	1,417.85
21577	324	GRAINGER	008074		07/23/2024	511-3020-432.43-57	1,962.97 1,962.97 *	1,962.97
21578	2612	HARDWARE EXPRESS	007981 007981 007981 007981 007986		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	503-4720-475.43-02 510-4410-405.43-01 101-2020-423.58-00 507-5762-454.43-08 502-4710-471.43-57	6.10 5.10 17.93 24.35 83.91	

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
21578	2612	HARDWARE EXPRESS	008033		07/23/2024	101-5774-452.43-18	12.36	
			008034		07/23/2024	101-5774-452.43-18	11.64	
			008071		07/23/2024	101-5772-452.43-18	122.73	
			008071		07/23/2024	101-5772-452.43-39	13.30	
			008072		07/23/2024	101-5772-452.43-18	19.38	
			008072		07/23/2024	101-5772-452.43-18	73.64	
			008072		07/23/2024	101-5772-452.43-18	8.18	
			000125		07/23/2024	101-3010-431.60-12	41.46	
			000126		07/23/2024	206-5771-452.61-12	33.95	
			000127		07/23/2024	101-3010-431.60-11	7.16	
			000128		07/23/2024	101-3010-431.60-11	26.60	
			000131		07/23/2024	503-4720-475.43-02	5.90	
			000132		07/23/2024	101-2020-423.43-42	17.40	
			008080		07/23/2024	511-3021-432.43-26	13.30	
							544.39	544.39
21579	2612	HARDWARE EXPRESS	000094		07/23/2024	575-5555-485.43-02	18.73	
			000095		07/23/2024	575-5555-485.43-02	86.97	
			000096		07/23/2024	575-5555-485.43-02	5.79	
			000097		07/23/2024	575-5555-485.43-02	4.09	
			008071		07/23/2024	575-5555-485.43-02	41.12	
			008071		07/23/2024	575-5555-485.43-02	114.18	
			008071		07/23/2024	575-5555-485.43-02	66.77	
			008071		07/23/2024	575-5555-485.43-02	30.71	
			008071		07/23/2024	575-5555-485.43-02	52.54	
			008071		07/23/2024	575-5555-485.43-02	420.90	420.90
21580	4182	HD SUPPLY-FORMERLY HOME D	008031		07/23/2024	575-5555-485.43-02	190.64	
							190.64	190.64
21581	4182	HD SUPPLY-FORMERLY HOME D	008076		07/23/2024	575-5555-485.43-02	25.72	
							25.72	25.72
21582	4182	HD SUPPLY-FORMERLY HOME D	008076		07/23/2024	575-5555-485.43-02	35.82	
							35.82	35.82
21583	3445	HUMANE SOCIETY MOHAVE COU	000093		07/23/2024	101-2020-423.31-91	1,082.00	
			000131		07/23/2024	101-2020-423.31-91	1,886.00	
							2,968.00	2,968.00
21584	2334	KERN TURF SUPPLY INC.	008074		07/23/2024	101-5772-452.61-20	220.17	
							220.17	220.17
21585	61	KNORR SYSTEMS, INT'L	008035		07/23/2024	101-5770-452.60-32	3,842.98	
							3,842.98	3,842.98
21586	3998	MICHAEL BAKER INTERNATIONAL	008082		07/23/2024	101-0000-204.03-01	239.20	
							239.20	239.20
21587	3337	MOJAVE DESERT & MOUNTAIN	000099		07/23/2024	101-4730-472.56-02	4,039.00	

PREPARED 07/11/2024, 9:00:49
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING
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
21587	3337	MOJAVE DESERT & MOUNTAIN					4,039.00 *	4,039.00
21588	1	MUNOZ, LISHA	UT		07/23/2024	501-0000-211.00-00	162.32 162.32 *	162.32
21589	218	NEWS WEST PUBLISHING CO.	008036 008037		07/23/2024 07/23/2024	503-4720-475.53-00 101-1030-414.31-70	102.94 134.62 237.56 *	237.56
21590	1786	NPUA	000100		07/23/2024	502-4710-471.41-10	37.10 37.10 *	37.10
21591	3315	ONLINE INFORMATION SERVIC	008038		07/23/2024	508-4810-478.31-46	77.36 77.36 *	77.36
21592	4074	PACIFIC HYDROTECH CORPORA	PI0395	024016	07/23/2024	582-4710-471.71-05	658,687.72 658,687.72 *	658,687.72
21593	239	PHILLIPS EXCAVATING INC.	007984		07/23/2024	101-5772-452.60-40	1,250.00 1,250.00 *	1,250.00
21594	15	QUILL LLC	008039 008040 008041 008076 008078		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-3010-431.61-01 101-3010-431.61-01 101-3010-431.61-01 101-2030-423.61-01 508-4810-478.61-01	73.23 16.15 24.34 180.99 120.49 415.20 *	415.20
21595	818	R & R PRODUCTS INC.	007994 007997		07/23/2024 07/23/2024	507-5761-453.43-04 507-5761-453.43-04	214.47 380.32 594.79 *	594.79
21596	2861	REINKE A/C CORP.	007982 007991 007992 007993 000132		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-1070-410.43-04 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 580-4750-473.54-62	468.81 212.95 757.64 85.00 9,474.38 10,998.78 *	10,998.78
21597	309	REPUBLIC SERVICES #78	008042 PI0404	024002	07/23/2024 07/23/2024	575-5555-485.41-30 505-4730-472.31-87	625.29 106,988.47 107,613.76 *	107,613.76
21598	2068	RICOH USA, INC.	000101		07/23/2024	510-4410-405.70-02	303.18 303.18 *	303.18
21599	255	RIVER VALLEY AIR CONDITIO	007983		07/23/2024	580-4750-473.54-62	9,500.00 9,500.00 *	9,500.00
21600	4049	ROGER MILLER	000098		07/23/2024	507-5761-453.31-40	465.00	465.00

PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING				ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER		ACCOUNTING PERIOD 2025/01 REPORT NUMBER 6		PAGE 6	
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL	
21600	4049	ROGER MILLER					465.00 *	465.00	
21601	2468	RON'S TIRE & AUTO REPAIR	008074 008074		07/23/2024 07/23/2024	511-3021-432.43-24 511-3021-432.43-38	742.09 892.42 1,634.51 *		1,634.51
21602	3796	ROUTE 66 BROADBAND LLC	007981 007981 007981 007988 007989 008043 008044		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-2020-423.52-10 507-5761-453.52-10 507-5762-454.52-10 503-4720-475.52-10 580-4750-473.52-10 101-5774-452.52-10 101-5773-452.52-10	160.00 180.00 180.00 85.00 200.00 165.00 155.00 1,125.00 *		1,125.00
21603	3969	S. B. COUNTY ATC CONTROLL	000103		07/23/2024	101-1030-414.56-03	4,862.50 4,862.50 *		4,862.50
21604	3361	S.B.COUNTY SHERIFF'S DEPA	008007 008008 008009 008010 008011 008012 008013		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-2010-421.43-03 101-2010-421.60-29 101-2010-421.62-00 225-2010-421.31-81 225-2010-421.60-29 101-2010-421.31-81 225-2010-421.31-81	7,358.50 683.25 9,158.84 23,148.66 2,666.54 1,191.00 40,050.21 84,257.00 *		84,257.00
21605	2589	SAN BERNARDINO COUNTY	008057 008058 008059 008060 008061 008062 008063 008064 008065 008066		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-2020-423.62-00 101-2030-423.62-00 101-3010-431.62-00 101-5772-452.62-00 575-5555-485.62-00 502-4710-471.62-00 503-4720-475.62-00 507-5761-453.62-00 508-4810-478.62-00 580-4750-473.62-00	77.70 180.58 3,186.55 64.22 91.46 1,603.71 414.93 789.96 510.60 1,620.19 8,539.90 *		8,539.90
21606	3344	SLOVAK BARON EMPEY MURPHY	008102 008103 008104 008105 008106 008107 008108 008109 008110 008111 008112		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-1015-412.31-50 502-4710-471.31-50 580-4750-473.31-50 101-1025-415.31-50 101-1015-412.31-97 101-1030-414.31-50 101-1030-414.31-70 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50	5,800.00 3,866.67 1,933.33 1,401.20 669.40 135.60 2,192.20 226.00 318.60 15.39 45.20		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21606	3344	SLOVAK BARON EMPEY MURPHY	008113 008114 008115 008116 008117 008118 008119 008120 008121 008122 008123 008124 008125		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 575-5555-485.31-50	180.80 450.71 2,429.00 45.20 45.20 490.80 4,436.92 1,219.98 90.40 542.40 45.20 183.00 1,310.80 28,074.00 *	
21607	3577	SONSRAY MACHINERY LLC	008074		07/23/2024	511-3021-432.43-36	232.68 232.68 *	232.68
21608	1501	SOUTHERN CALIF ASSOC OF G	000102		07/23/2024	101-1030-414.56-02	724.00 724.00 *	724.00
21609	481	STAPLES	008014 008015 008016 008017		07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-1025-415.61-01 101-1025-415.61-01 510-4410-405.61-01 101-1025-415.61-01	35.65 149.37 995.03 26.66 1,206.71 *	1,206.71
21610	4172	SUPERB ENGINEERING, INC	PI0402	024099	07/23/2024	507-5761-453.72-07	65,330.54 65,330.54 *	65,330.54
21611	4172	SUPERB ENGINEERING, INC	PI0401	024099	07/23/2024	507-5761-453.72-07	90,441.73 90,441.73 *	90,441.73
21612	4008	THE PRINTER GUYS LLC	000109 000110 000111 000112 000113 000114 000115 000116		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02	105.75 105.75 105.75 105.75 44.75 44.75 44.75 602.00 *	
21613	3950	TKE ENGINEERING INC	008071 008126 PI0392 PI0393 PI0394 PI0396 PI0397		07/23/2024 07/23/2024 024017 024033 024033 024058 024027	582-4710-471.71-12 101-5770-452.31-90 650-4720-475.69-89 101-1040-417.31-16 101-1040-417.31-16 238-5772-452.31-16 582-4710-471.71-08	165.00 862.50 272.50 4,725.00 237.50 5,014.40 2,725.00	

PREPARED 07/11/2024, 9:00:49
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING
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
21620	761	USABLUBOOK	008005		07/23/2024	503-4720-475.60-55	170.37 170.37 *	170.37
21621	3528	WESTERN ENVIRONMENTAL	TES 000131		07/23/2024	503-4720-475.59-75	322.00 322.00 *	322.00
21622	3828	3D-NETWORKS LLC	008046 008047 000104 000105 000106 000107 000108 000117 000118		07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	509-4910-479.31-90 509-4910-479.31-53 502-4710-471.31-90 503-4720-475.31-90 580-4750-473.31-90 509-4910-479.31-53 509-4910-479.43-05 509-4910-479.31-90 509-4910-479.31-53	1,750.00 450.00 41.67 41.66 41.67 1,900.78 447.00 1,375.00 400.00 6,447.78 *	6,447.78
						BANK/CHECK TOTAL	1,355,664.77	1,355,664.77
						ALL BANKS/CHECKS TOTAL	1,355,664.77	1,355,664.77

FUND 575 HOUSING		BANK		ACCOUNT		** CHECK/PAYMENT **		**** VOUCHER ****		DISBURSEMENT		VENDOR	
DESCRIPTION		NO		DATE		NO		DATE		AMOUNT		REFERENCE	

04 WELLS FARGO BANK - CITY GENERAL CHECKING													
575-5555-485.43-02		21579		7/23/2024		000094		7/01/2024		18.73		0002612 HARDWARE EXPRESS GRP-1	
575-5555-485.43-02		21579		7/23/2024		000095		7/02/2024		86.97		0002612 HARDWARE EXPRESS GRP-1	
575-5555-485.43-02		21579		7/23/2024		000096		7/05/2024		5.79		0002612 HARDWARE EXPRESS GRP-1	
575-5555-485.43-02		21579		7/23/2024		000097		7/05/2024		4.09		0002612 HARDWARE EXPRESS GRP-1	
								ACCOUNT TOTAL		115.58		*	
575-5555-485.61-04		21619		7/23/2024		000121		7/02/2024		11.79		0003830 UNIFIRST CORPORATION	
								ACCOUNT TOTAL		11.79		*	
								WELLS FARGO BANK - CITY GENERAL CHECKING TOTAL		127.37		**	
								TOTAL DUE FROM THIS FUND FOR THIS PERIOD		127.37		***	

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PREPARED 7/11/2024, 8:52:31

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21544	3305	00	AGUA CALIENTE	07/23/2024	25,064.00	.00
21545	1924	00	AHA MACAV POWER SERVICE	07/23/2024	558.87	.00
21546	4034	00	ANGEL'S TOUCH MOBILE VETERINARY SVC	07/23/2024	485.00	.00
21547	370	00	ANIMAL CARE EQUIP.& SERVICES INC.	07/23/2024	1,284.11	.00
21548	3635	00	ANIXTER INC	07/23/2024	4,522.21	.00
21549	3750	00	AUTO ZONE	07/23/2024	536.43	.00
21550	4190	00	AWP SAFETY	07/23/2024	1,699.95	.00
21551	2629	00	BARON PEST SOLUTIONS	07/23/2024	95.00	.00
21552	178	00	BIG O TIRES & NAPA AUTO PARTS	07/23/2024	1,378.52	.00
21553	3313	00	BLUE RIVER WATER CORP.	07/23/2024	65.45	.00
21554	3595	00	BOOT BARN	07/23/2024	500.48	.00
21555	3479	00	BRAUN BLAISING & WYNNE P.C.	07/23/2024	1,658.41	.00
21556	3392	00	BUG EMERGENCY INC.	07/23/2024	85.00	.00
21557	2618	00	BULLHEAD AUTO SUPPLY	07/23/2024	293.02	.00
21558	1	00	BURRIS, ALEXANDER R	07/23/2024	65.81	.00
21559	3855	00	CALIFORNIA AIR RESOURCES BOARD	07/23/2024	9,181.00	.00
21560	3856	00	CALIFORNIA CONSULTING, INC.	07/23/2024	3,300.00	.00
21561	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	07/23/2024	3,777.64	.00
21562	1791	00	CLUB CAR, LLC.	07/23/2024	322.09	.00
21563	455	00	CULLIGAN WATER COND.	07/23/2024	48.16	.00
21564	3809	00	DATA TICKET INC.	07/23/2024	350.00	.00
21565	4071	00	DAYNIGHT MEDIA/DESTRY PHILLIPS	07/23/2024	1,000.00	.00
21566	440	00	DECO FOODSERVICE INCORP.	07/23/2024	108.22	.00
21567	2487	00	DELL MARKETING L.P.	07/23/2024	8,451.18	.00
21568	3523	00	DEVELOPMENT MANAGEMENT GROUP INC.	07/23/2024	5,000.00	.00
21569	3580	00	DIAMOND PURE WATER	07/23/2024	96.00	.00
21570	3561	00	DIVISION OF THE STATE ARCHITECT	07/23/2024	10.40	.00
21571	501	00	DOI-BOR-REGION: LOWER COLORADO	07/23/2024	12,653.40	.00
21572	4066	00	EBERHARD EQUIPMENT	07/23/2024	331.08	.00
21573	2653	00	EMPIRE SOUTHWEST	07/23/2024	595.78	.00
21574	3913	00	ENTERPRISE FM TRUST	07/23/2024	13,694.70	.00
21575	4092	00	FOREUP GOLF SOFTWARE	07/23/2024	159.00	.00
21576	3708	00	GAUDIN FORD	07/23/2024	1,417.85	.00
21577	324	00	GRAINGER	07/23/2024	1,962.97	.00
21578	2612	00	HARDWARE EXPRESS	07/23/2024	544.39	.00
21579	2612	00	HARDWARE EXPRESS	07/23/2024	420.90	.00
21580	4182	00	HD SUPPLY-FORMERLY HOME DEPOT PRO	07/23/2024	190.64	.00
21581	4182	01	HD SUPPLY-FORMERLY HOME DEPOT PRO	07/23/2024	25.72	.00
21582	4182	02	HD SUPPLY-FORMERLY HOME DEPOT PRO	07/23/2024	35.82	.00
21583	3445	00	HUMANE SOCIETY MOHAVE COUNTY	07/23/2024	2,968.00	.00
21584	2334	00	KERN TURF SUPPLY INC.	07/23/2024	220.17	.00
21585	61	00	KNORR SYSTEMS, INT'L	07/23/2024	3,842.98	.00
21586	3998	00	MICHAEL BAKER INTERNATIONAL, INC	07/23/2024	239.20	.00
21587	3337	00	MOJAVE DESERT & MOUNTAIN INTEGRATED	07/23/2024	4,039.00	.00
21588	1	00	MUNOZ, LISHA	07/23/2024	162.32	.00
21589	218	00	NEWS WEST PUBLISHING CO.	07/23/2024	237.56	.00
21590	1786	00	NPWA	07/23/2024	37.10	.00
21591	3315	00	ONLINE INFORMATION SERVICES	07/23/2024	77.36	.00
21592	4074	00	PACIFIC HYDROTECH CORPORATION	07/23/2024	658,687.72	.00
21593	239	00	PHILLIPS EXCAVATING INC.	07/23/2024	1,250.00	.00
21594	15	00	QUILL LLC	07/23/2024	415.20	.00

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PREPARED 7/11/2024, 8:52:31

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21595	818	00	R & R PRODUCTS INC.	07/23/2024	594.79	.00
21596	2861	00	REINKE A/C CORP.	07/23/2024	10,998.78	.00
21597	309	00	REPUBLIC SERVICES #785	07/23/2024	107,613.76	.00
21598	2068	00	RICOH USA, INC.	07/23/2024	303.18	.00
21599	255	00	RIVER VALLEY AIR CONDITIONING INC.	07/23/2024	9,500.00	.00
21600	4049	00	ROGER MILLER	07/23/2024	465.00	.00
21601	2468	00	RON'S TIRE & AUTO REPAIR	07/23/2024	1,634.51	.00
21602	3796	00	ROUTE 66 BROADBAND LLC	07/23/2024	1,125.00	.00
21603	3969	00	S. B. COUNTY ATC	07/23/2024	4,862.50	.00
21604	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	07/23/2024	84,257.00	.00
21605	2589	00	SAN BERNARDINO COUNTY	07/23/2024	8,539.90	.00
21606	3344	00	SLOVAK BARON & EMPEY LLP	07/23/2024	28,074.00	.00
21607	3577	00	SONSRAY MACHINERY LLC	07/23/2024	232.68	.00
21608	1501	00	SOUTHERN CALIF ASSOC OF GOV'T	07/23/2024	724.00	.00
21609	481	00	STAPLES BUSINESS CREDIT	07/23/2024	1,206.71	.00
21610	4172	00	SUPERB ENGINEERING, INC	07/23/2024	65,330.54	.00
21611	4172	01	SUPERB ENGINEERING, INC	07/23/2024	90,441.73	.00
21612	4008	00	THE PRINTER GUYS LLC	07/23/2024	602.00	.00
21613	3950	00	TKE ENGINEERING INC	07/23/2024	32,293.98	.00
21614	3873	00	TRANSPORTATION CONCEPTS	07/23/2024	44,399.14	.00
21615	772	00	TRI-STATE ACE HARDWARE	07/23/2024	1,478.39	.00
21616	2819	00	TRI-STATE HOSE & FITTINGS	07/23/2024	43.76	.00
21617	2798	00	U.S. DEPARTMENT OF ENERGY	07/23/2024	76,504.55	.00
21618	3272	00	ULINE	07/23/2024	2,754.66	.00
21619	3830	00	UNIFIRST CORPORATION	07/23/2024	598.25	.00
21620	761	00	USABLUBOOK	07/23/2024	170.37	.00
21621	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	07/23/2024	322.00	.00
21622	3828	00	3D-NETWORKS LLC	07/23/2024	6,447.78	.00

1,355,664.77

GRAND TOTAL

79

NUMBER OF CHECKS

FY 24

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 2, 2024**

		7/2/2024	FUND AMT.	7/2/2024(2)	23-24 BUDGET
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 75,845.55	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 233,198.69	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 18.00		\$ 1,199,075.14	\$ 1,652,223.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 283,946.42	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 73,274.92	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 344,987.49	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 40,425.37	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 67,463.13	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 3,751,312.60	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 296,603.87	\$ 321,201.00
101.2025.424	BULDING & SAFETY	\$ -		\$ 290,777.04	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 616,179.37	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 669,618.48	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 174,922.29	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ 206,960.12	\$ 246,913.00
101.5772.452	PARKS	\$ -		\$ 664,414.42	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 92,562.34	\$ 115,646.00
101.5774.452	RECREATION	\$ -		\$ 412,875.64	\$ 469,622.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 18.00		\$ 11,264,060.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 2,015,012.67	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 7,996.30	\$ 258,022.00
FUND 206	CEMETERY		\$ -	\$ 199,778.16	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,035,924.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 139,164.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 217,320.44	\$ 395,464.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 4,952.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 170,078.01	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 1,322,612.20	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 185,550.69	\$ 202,153.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 2,302,865.64	\$ 2,660,851.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,801,041.73	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 1,207,392.13	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 1,449,629.53	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,018,070.96	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 820,455.06	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 332,189.41	\$ 422,685.00
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 398,175.98	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 250,260.62	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 229,422.40	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 228,257.17	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 92,016.80	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 18,001.51	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 731,835.32	\$ 808,479.00
FUND 575	HOUSING		\$ -	\$ 1,254,337.99	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ 11,268.81	\$ 10,117,072.87	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 52,672.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 5,723,234.53	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 67,602.83	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 25,783.28	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 1,428.15	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 11,286.81	\$ 43,158,673.38	\$ 57,703,122.05

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.

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

Paul Loh 7/13/24
Finance Department Date

Virginia Tasker 7-16-24
Virginia Tasker, City Treasurer Date

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 2, 2024**

FUND 101	GENERAL FUND	7/2/2024	FUND AMT.	7/2/2024(FY-25)	24-25
101.1015.412	CITY ATTORNEY	\$ 187,101.57			\$ 90,000.00
101.1020.413	CITY MANAGER	\$ -			\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ -			\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -			\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ 2,250.00		\$ 2,250.00	\$ 326,356.00
101.1040.417	ENGINEERING	\$ -			\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -			\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ -			\$ 80,551.00
101.2010.421	SHERIFF	\$ -			\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 70.00		\$ 70.00	\$ 283,098.00
101.2025.424	BUILDING & SAFETY	\$ 2,250.00		\$ 225.50	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 2,320.00		\$ 2,320.00	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ 175.00		\$ 175.00	\$ 744,745.00
101.4730.472	SANITATION	\$ -			\$ 143,822.00
101.5770.452.	AQUATICS	\$ -			\$ 249,282.00
101.5772.452	PARKS	\$ -			\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ 60.00		\$ 60.00	\$ 115,992.00
101.5774.452	RECREATION	\$ -			\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 194,226.57		\$ 21,671,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -		\$ 4,363,469.00
FUND 205	CDBG		\$ -		\$ 107,900.00
FUND 206	CEMETERY		\$ 9,392.51		\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -		\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -		\$ 256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -		\$ 19,500.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -		\$ 650,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -		\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -		\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -		\$ -
FUND 238	STATE RECREATION GRANTS		\$ -		\$ 1,285,000.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -		\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -		\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -		\$ 40,000.00
FUND 501	NPUA		\$ -		\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ 60,836.77	\$ 60,836.77	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 68,577.78	\$ 68,577.78	\$ 1,329,341.00
FUND 505	SANITATION		\$ -		\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -		\$ 1,041,800.00
FUND 507	GOLF FUND	\$ 17,733.00			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 229.00			\$ 1,356,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 449.00			\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 18,411.00		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 6,971.84	\$ 6,971.84	\$ 477,260.00
FUND 509	MIS		\$ 8,798.47	\$ 8,798.47	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -		\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ 7,700.70		\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -		\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -		\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -		\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 17,286.00	\$ 17,286.00	\$ 477,395.00
FUND 575	HOUSING		\$ 39,352.00	\$ 39,352.00	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 102,692.03	\$ 102,692.03	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -		\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -		\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -		\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -		\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -		\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 534,245.67	\$ 309,615.39	\$ 65,210,519.05

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

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

Paul L. [Signature] 7/3/24
Finance Department Date

Virginia Tasker 7-16-24
Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21501	4179	00	ANA M. JOHNSON	07/02/2024	900.00	.00
21502	4112	00	APOMIX, LLC	07/02/2024	806.00	.00
21503	1657	00	CA STATE LANDS COMMISSION	07/02/2024	600.20	.00
21504	1507	00	CALIFORNIA JPIA	07/02/2024	460,939.00	.00
21505	4102	00	CHARLOTTE SCHROEDER	07/02/2024	4,567.00	.00
21506	4138	00	CLUB CADDIE	07/02/2024	449.00	.00
21507	3580	00	DIAMOND PURE WATER	07/02/2024	52.00	.00
21508	3000	00	DON MCCONE	07/02/2024	822.00	.00
21509	4110	00	ELIZABETH HARR	07/02/2024	210.00	.00
21510	3462	00	EUSI LLC	07/02/2024	52,354.88	.00
21511	4192	00	EVOLUTION MARKETS INC.	07/02/2024	11,268.81	.00
21512	4109	00	HAROLD LAD RASPLICKA 2000 FAM TRUST	07/02/2024	324.00	.00
21513	4191	00	HARRP	07/02/2024	26,913.00	.00
21514	4103	00	HELEN ELROD	07/02/2024	494.00	.00
21515	4106	00	HENRY BAGHDADY	07/02/2024	1,218.00	.00
21516	3864	00	HORIZON TECHNOLOGIES INC.	07/02/2024	980.00	.00
21517	1956	00	ITRON INCORP.	07/02/2024	3,898.47	.00
21518	3800	00	IWORQ	07/02/2024	6,750.00	.00
21519	4183	00	LATIARRA HAAR	07/02/2024	279.00	.00
21520	940	00	MSM	07/02/2024	229.00	.00
21521	1786	00	NPUA	07/02/2024	VOID	.00
21522	1786	00	NPUA	07/02/2024	28,037.55	.00
21523	4142	00	PUBLIC HOUSING AUTHORITIES DIR ASSC	07/02/2024	190.00	.00
21524	1	00	RICHARD GONZALES	07/02/2024	364.00	.00
21525	4104	00	RIVER GARDENS LLC	07/02/2024	1,478.00	.00
21526	4108	00	RIVER PALMS APTS LLC	07/02/2024	670.00	.00
21527	4107	00	SYLVIA POLEN	07/02/2024	481.00	.00
21528	2874	00	TRANSTRACK SYSTEMS INC.	07/02/2024	16,036.00	.00
21529	326	00	WESTERN ALARM SERVICE INC.	07/02/2024	60.00	.00
21530	3967	00	WILLDAN ENGINEERING	07/02/2024	18.00	.00
21531	3828	00	3D-NETWORKS LLC	07/02/2024	4,900.00	.00
NUMBER OF CHECKS				31	626,288.91	
					GRAND TOTAL	

PAGE 1
ACCOUNTING PERIOD 2025/01
REPORT NUMBER 3

21501	4179	ANA M. JOHNSON	000063	07/02/2024	575-5555-485.69-51	900.00	28,401.55 - *	VOIDED
21502	4112	APOMIX, LLC	000061	07/02/2024	575-5555-485.69-51	900.00 <td>900.00 <td>900.00</td> </td>	900.00 <td>900.00</td>	900.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21502	4112	APOMIX, LLC	000062		07/02/2024	575-5555-485.69-51	361.00 806.00 *	806.00
21503	1657	CA STATE LANDS COMMISSION	000002		07/02/2024	502-4710-471.69-03	600.20 600.20 *	600.20
21504	1507	CALIFORNIA JPIA	000015 000016 000017 000018 000019 000020 000021 000022 000023 000024 000025 000026 000027 000028 000030 000031 000032 000033 000034 000035 000036		07/02/2024 07/02/2024	101-0000-142.01-00 206-0000-142.01-00 502-0000-142.01-00 503-0000-142.01-00 507-0000-142.01-00 508-0000-142.01-00 580-0000-142.01-00 101-0000-142.01-00 206-0000-142.01-00 502-0000-142.01-00 503-0000-142.01-00 508-0000-142.01-00 511-0000-142.01-00 580-0000-142.01-00 101-0000-142.01-00 206-0000-142.01-00 502-0000-142.01-00 503-0000-142.01-00 507-0000-142.01-00 525-0000-142.01-00 580-0000-142.01-00	66,322.00 5,984.00 14,898.00 19,363.00 11,460.00 5,984.00 45,093.00 43,750.57 2,906.51 20,192.57 18,968.78 917.84 7,648.70 29,371.03 77,029.00 502.00 24,866.00 30,106.00 6,273.00 1,250.00 28,053.00 460,939.00 *	
21505	4102	CHARLOTTE SCHROEDER	000044 000045 000046 000047 000048		07/02/2024 07/02/2024 07/02/2024 07/02/2024 07/02/2024	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	356.00 1,540.00 776.00 938.00 957.00 4,567.00 *	460,939.00
21506	4138	CLUB CADDIE	000011		07/02/2024	507-5762-454.61-09	449.00 449.00 *	449.00
21507	3580	DIAMOND PURE WATER	007317 007731 007688 000066		07/02/2024 07/02/2024 07/02/2024 07/02/2024	511-3020-432.43-29 511-3020-432.43-29 511-3020-432.43-29 511-3020-432.43-29	20.50 35.00 17.00 20.50- 52.00 *	
21508	3000	DON MCCONE	000059		07/02/2024	575-5555-485.69-51	822.00 822.00 *	822.00
21509	4110	ELIZABETH HARR	000064		07/02/2024	575-5555-485.69-51	210.00 210.00 *	210.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21522	1786	NPUA	007676		07/02/2024	101-3010-431.41-30	424.15	
			007665		07/02/2024	101-5772-452.41-10	48.13	
			007666		07/02/2024	101-5772-452.41-20	235.01	
			007667		07/02/2024	101-5772-452.41-10	72.16	
			007668		07/02/2024	101-5772-452.41-20	274.07	
			007686		07/02/2024	503-4720-475.41-10	37.60	
			007663		07/02/2024	101-5772-452.41-10	48.13	
			007664		07/02/2024	101-5772-452.41-20	837.08	
			007713		07/02/2024	507-5762-454.41-10	341.93	
			007710		07/02/2024	507-5762-454.41-10	1,800.32	
			007711		07/02/2024	507-5762-454.41-20	244.88	
			007712		07/02/2024	507-5762-454.41-30	254.49	
			007673		07/02/2024	101-5772-452.41-20	1,338.22	
			007682		07/02/2024	503-4720-475.41-10	50.58	
			007683		07/02/2024	503-4720-475.41-20	47.59	
			007715		07/02/2024	507-5761-453.41-20	198.43	
			007714		07/02/2024	507-5761-453.41-20	12,333.48	
			007669		07/02/2024	101-5772-452.41-20	3,552.92	
			007670		07/02/2024	101-5772-452.41-10	324.49	
			007671		07/02/2024	101-5772-452.41-10	74.40	
			007672		07/02/2024	101-5772-452.41-20	833.64	
			007718		07/02/2024	507-5761-453.41-20	84.00	
			007717		07/02/2024	507-5761-453.41-20	51.53	
			007716		07/02/2024	507-5761-453.41-20	103.11	
			007661		07/02/2024	101-5772-452.41-10	37.53	
			007662		07/02/2024	101-5772-452.41-20	3,121.99	
			007684		07/02/2024	503-4720-475.41-10	50.24	
			007685		07/02/2024	503-4720-475.41-20	47.53	
			007634		07/02/2024	580-4750-473.41-11	35.23	
			007619		07/02/2024	502-4710-471.41-10	264.14	
			007620		07/02/2024	502-4710-471.41-10	38.09	
			007681		07/02/2024	580-4750-473.41-11	37.68	
			007622		07/02/2024	580-4750-473.41-11	38.29	
			007679		07/02/2024	580-4750-473.41-11	62.49	
			007635		07/02/2024	580-4750-473.41-11	61.25	
							28,037.55	28,037.55
21523	4142	PUBLIC HOUSING AUTHORITIE	000009		07/02/2024	575-5555-485.56-00	190.00	
							190.00	190.00
21524	1	RICHARD GONZALES	007687		07/02/2024	580-4750-473.43-45	364.00	
							364.00	364.00
21525	4104	RIVER GARDENS LLC	000049		07/02/2024	575-5555-485.69-51	375.00	
			000050		07/02/2024	575-5555-485.69-51	384.00	
			000051		07/02/2024	575-5555-485.69-51	414.00	
			000052		07/02/2024	575-5555-485.69-51	305.00	
							1,478.00	1,478.00
21526	4108	RIVER PALMS APTS LLC	000058		07/02/2024	575-5555-485.69-51	670.00	

PAGE 5
ACCOUNTING PERIOD 2025/01
REPORT NUMBER 3

PAGE 5
ACCOUNTING PERIOD 2025/01
REPORT NUMBER 3

ACCOUNTING PERIOD 2025/01
REPORT NUMBER 3

REPORT NUMBER 3

Item 5.

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 2, 2024**

		7/2/2024	FUND AMT.	2-Jul	23-24 BUDGET
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 75,845.55	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 233,198.69	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 1,199,075.14	\$ 1,652,223.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 283,946.42	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 73,274.92	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 344,987.49	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 40,425.37	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 67,463.13	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 3,751,312.60	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 296,603.87	\$ 321,201.00
101.2025.424	BULDING & SAFETY	\$ -		\$ 290,777.04	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 616,179.37	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 669,618.48	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 174,922.29	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ 206,960.12	\$ 246,913.00
101.5772.452	PARKS	\$ -		\$ 664,414.42	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 92,562.34	\$ 115,646.00
101.5774.452	RECREATION	\$ -		\$ 412,875.64	\$ 469,622.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ -		\$ 11,264,060.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 2,015,012.67	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 7,996.30	\$ 258,022.00
FUND 206	CEMETERY		\$ -	\$ 199,778.16	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,035,924.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 139,164.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 217,320.44	\$ 395,464.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 4,952.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 170,078.01	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 1,322,612.20	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 185,550.69	\$ 202,153.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 2,302,865.64	\$ 2,660,851.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,801,041.73	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 1,207,392.13	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 1,449,629.53	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,018,070.96	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 440.81		\$ 820,455.06	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,300.96		\$ 332,189.41	\$ 422,685.00
FUND 507	GOLF FUND TOTAL		\$ 1,741.77		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 398,175.98	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 250,260.62	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 229,422.40	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 228,257.17	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 92,016.80	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 18,001.51	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 731,835.32	\$ 808,479.00
FUND 575	HOUSING		\$ 10,501.00	\$ 1,254,337.99	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ -	\$ 10,117,072.87	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 52,672.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 5,723,234.53	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 67,602.83	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 25,783.28	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 1,428.15	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 12,242.77	\$ 43,158,673.38	\$ 57,703,122.05

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

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

Barbara L. Lito 7/3/24
Finance Department Date

Virginia Tasker 7-16-24
Virginia Tasker, City Treasurer Date

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21532	4000	00	JARROD DELEON	07/02/2024	1,741.77	.00
21533	1	00	TRANSAMERICA/CUSTOMER CARE TEAM	07/02/2024	10,501.00	.00
NUMBER OF CHECKS				2	GRAND TOTAL	12,242.77

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD	REPORT NUMBER	PAGE
2025/01	4	1

PREPARED 07/03/2024, 7:40:22
PROGRAM: GM346L
CITY OF NEEDLES

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED 07/03/2024, 7:40:22

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
21532	4000	JARROD DELEON	007985		07/02/2024	507-5762-454.56-00	1,188.00	
			008019		07/02/2024	507-5761-453.43-04	159.81	
			008020		07/02/2024	507-5762-454.61-06	34.37	
			008021		07/02/2024	507-5762-454.60-50	36.06	
			008022		07/02/2024	507-5761-453.69-22	248.68	
			008023		07/02/2024	507-5762-454.55-00	42.53	
			008024		07/02/2024	507-5761-453.63-00	32.32	
							1,741.77	1,741.77
21533	1	TRANSAMERICA/CUSTOMER CAR	008018		07/02/2024	575-5555-485.61-29	10,501.00	10,501.00
							10,501.00	10,501.00
						BANK/CHECK TOTAL	12,242.77	12,242.77
						ALL BANKS/CHECKS TOTAL	12,242.77	12,242.77

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 12, 2024**

		7/12/2024	FUND AMT.	12-Jul	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 9,157.30			
101.1015.412	CITY ATTORNEY	\$ -		\$ 75,845.55	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 26.00		\$ 234,989.98	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 78.00		\$ 1,205,895.78	\$ 1,652,223.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 47.52		\$ 284,853.22	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 26.00		\$ 73,826.94	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 346,108.29	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 40,425.37	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 67,623.77	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 3,753,100.46	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 26.00		\$ 299,048.56	\$ 321,201.00
101.2025.424	BUILDING & SAFETY	\$ 26.00		\$ 292,291.15	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 26.00		\$ 624,064.29	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 143.00		\$ 708,566.88	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 175,091.72	\$ 177,467.00
101.5770.452	AQUATICS	\$ -		\$ 210,938.98	\$ 246,913.00
101.5772.452	PARKS	\$ 91.00		\$ 669,271.50	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 93,313.22	\$ 115,646.00
101.5774.452	RECREATION	\$ 39.00		\$ 414,041.77	\$ 469,622.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 9,685.82		\$ 11,264,060.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 1,964,207.56	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 200,378.33	\$ 258,022.00
FUND 206	CEMETERY		\$ 26.00	\$ 199,778.16	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,035,924.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 139,164.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 218,680.44	\$ 395,464.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 4,952.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 170,078.01	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 1,322,612.20	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 185,550.69	\$ 202,153.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 2,399,243.74	\$ 2,660,851.00
FUND 502	WATER DEPARTMENT		\$ 1,179.23	\$ 1,807,898.14	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 536.74	\$ 1,209,641.53	\$ 1,312,828.00
FUND 505	SANITATION		\$ 13.00	\$ 1,449,629.53	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,018,541.77	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 128.00		\$ 843,759.02	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 65.00		\$ 350,789.02	\$ 422,685.00
FUND 507	GOLF FUND TOTAL		\$ 193.00		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 468.22	\$ 400,751.36	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 252,460.62	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 23.26	\$ 229,492.76	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 138.78	\$ 233,545.40	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 98,793.77	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 19,105.35	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 768,353.65	\$ 808,479.00
FUND 575	HOUSING		\$ 438.61	\$ 1,255,815.98	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ 3,663.32	\$ 11,172,692.85	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC			\$ 52,672.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 5,723,399.53	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 118,407.94	\$ 240,447.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 25,783.28	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 1,428.15	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 16,365.98	\$ 44,636,119.22	\$ 57,703,122.05

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

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

[Signature] 7/17/24
Finance Department Date

[Signature] 7-16-24
Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21534	2385	00	ALLIANT INSURANCE SERVICES, INC	07/12/2024	1,302.00	.00
21535	3897	00	BENEBLOC, LLC	07/12/2024	299.22	.00
21536	3275	00	CALIFORNIA STATE DISB.UNIT	07/12/2024	255.23	.00
21537	3286	00	COLONIAL LIFE	07/12/2024	5,480.45	.00
21538	227	00	FRANCHISE TAX BOARD	07/12/2024	25.00	.00
21539	1305	00	GREAT WEST LIFE	07/12/2024	6,246.00	.00
21540	3634	00	GREAT-WEST LIFE & ANNUITY	07/12/2024	1,096.58	.00
21541	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/12/2024	1,202.25	.00
21542	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/12/2024	335.13	.00
21543	284	00	SOUTHWEST GAS CORP.	07/12/2024	124.11	.00
NUMBER OF CHECKS			10	GRAND TOTAL	16,365.98	

PREPARED 07/10/2024, 8:20:42

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2025/01
REPORT NUMBER 5

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC./RETAIN)	CHECK TOTAL
21534	2385	ALLIANT INSURANCE SERVICE	000067		07/12/2024	101-1020-413.51-12	26.00	
			000068		07/12/2024	101-1025-415.51-12	78.00	
			000069		07/12/2024	101-1030-414.51-12	26.00	
			000070		07/12/2024	101-1035-416.51-12	26.00	
			000071		07/12/2024	101-2020-423.51-12	26.00	
			000072		07/12/2024	101-2025-424.51-12	26.00	
			000073		07/12/2024	101-2030-423.51-12	26.00	
			000074		07/12/2024	101-3010-431.51-12	143.00	
			000075		07/12/2024	101-5772-452.51-12	91.00	
			000076		07/12/2024	101-5774-452.51-12	39.00	
			000077		07/12/2024	206-5771-452.51-12	26.00	
			000078		07/12/2024	502-4710-471.51-12	169.00	
			000079		07/12/2024	503-4720-475.51-12	117.00	
			000080		07/12/2024	505-4730-472.51-12	13.00	
			000081		07/12/2024	507-5761-453.51-12	117.00	
			000082		07/12/2024	507-5762-454.51-12	65.00	
			000083		07/12/2024	580-4750-473.51-12	288.00	
							1,302.00	1,302.00
21535	3897	BENEBLOC LLC	008086		07/12/2024	101-0000-209.03-01	213.78	
			008087		07/12/2024	502-0000-209.03-01	71.44	
			008088		07/12/2024	580-0000-209.03-01	14.00	
							299.22	299.22
21536	3275	CALIFORNIA STATE DISB.UNI	000148		07/12/2024	575-0000-209.03-01	255.23	
							255.23	255.23
21537	3286	COLONIAL LIFE	008096		07/12/2024	101-0000-209.03-01	3,940.86	
			008097		07/12/2024	502-0000-209.03-01	130.92	
			008098		07/12/2024	503-0000-209.03-01	384.48	
			008099		07/12/2024	508-0000-209.03-01	389.79	
			008100		07/12/2024	580-0000-209.03-01	531.99	
			008101		07/12/2024	511-0000-209.03-01	102.42	
							5,480.46	5,480.46
21538	227	FRANCHISE TAX BOARD	000149		07/12/2024	575-0000-209.03-01	25.00	
							25.00	25.00
21539	1305	GREAT WEST LIFE & ANNUITY	000134		07/12/2024	101-0000-209.03-01	3,662.00	
			000135		07/12/2024	502-0000-209.03-01	435.00	
			000136		07/12/2024	580-0000-209.03-01	2,149.00	
							6,246.00	6,246.00
21540	3634	GREAT WEST LIFE & ANNUITY	000137		07/12/2024	101-0000-209.03-01	194.13	
			000138		07/12/2024	101-0000-209.03-01	35.31	
			000139		07/12/2024	101-0000-209.03-01	24.27	
			000140		07/12/2024	101-0000-209.03-01	213.04	
			000141		07/12/2024	101-0000-209.03-01	97.57	
			000142		07/12/2024	101-0000-209.03-01	15.27	
			000143		07/12/2024	502-0000-209.03-01	94.89	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21540	3634	GREAT-WEST LIFE & ANNUITY	000144		07/12/2024	502-0000-209.03-01	59.39	
			000145		07/12/2024	580-0000-209.03-01	174.52	
			000146		07/12/2024	580-0000-209.03-01	60.36	
			000147		07/12/2024	580-0000-209.03-01	127.83	
							1,096.58 *	1,096.58
21541	1199	SBPEA TEAMSTERS LOCAL 193	000150		07/12/2024	101-0000-209.03-01	584.98	
			000150		07/12/2024	502-0000-209.03-01	165.57	
			000150		07/12/2024	503-0000-209.03-01	35.26	
			000150		07/12/2024	508-0000-209.03-01	78.43	
			000150		07/12/2024	511-0000-209.03-01	36.36	
			000150		07/12/2024	580-0000-209.03-01	250.97	
			000150		07/12/2024	575-0000-209.03-01	50.68	
							1,202.25 *	1,202.25
21542	1199	SBPEA TEAMSTERS LOCAL 193	000150		07/12/2024	101-0000-209.03-01	176.09	
			000150		07/12/2024	502-0000-209.03-01	53.02	
			000150		07/12/2024	575-0000-209.03-01	39.37	
			000150		07/12/2024	580-0000-209.03-01	66.65	
							335.13 *	335.13
21543	284	SOUTHWEST GAS CORP.	008089		07/12/2024	575-5555-485.41-50	16.24	
			008090		07/12/2024	575-5555-485.41-50	15.38	
			008091		07/12/2024	575-5555-485.41-50	29.45	
			008092		07/12/2024	575-5555-485.41-50	7.26	
			008093		07/12/2024	510-4410-405.41-60	23.26	
			008094		07/12/2024	101-3010-431.41-60	21.52	
			008095		07/12/2024	507-5761-453.41-50	11.00	
							124.11 *	124.11
BANK/CHECK TOTAL							16,365.98	16,365.98
ALL BANKS/CHECKS TOTAL							16,365.98	16,365.98



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: AUGUST 13, 2024

Title: Warrants

Background: n/a

Fiscal Impact: See attached Warrant Registers

Environmental Impact: n/a

Recommended Action: Approve the Warrant Registers through AUGUST 13, 2024.

Submitted By: Barbara DiLeo, Acting Director of Finance

City Manager Approval: Patrick J. Martinez

Date: 8/8/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 13, 2024**

		8/13/2024	FUND AMT.	13-Aug	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 7,019.20			
101.1015.412	CITY ATTORNEY	\$ -		\$ 82,314.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 236,259.16	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 1,215,041.00	\$ 1,652,223.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 291,877.56	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 162,143.09	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 1,152.50		\$ 353,531.94	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 42,025.37	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 67,784.41	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 3,753,194.23	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 300,309.33	\$ 321,201.00
101.2025.424	BUILDING & SAFETY	\$ 937.50		\$ 295,009.29	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 95.42		\$ 636,789.83	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 2,105.00		\$ 710,927.88	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 175,261.15	\$ 177,467.00
101.5770.452	AQUATICS	\$ 6,102.88		\$ 218,292.61	\$ 246,913.00
101.5772.452	PARKS	\$ 435.34		\$ 671,247.45	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 64.73		\$ 94,402.49	\$ 115,646.00
101.5774.452	RECREATION	\$ 4,664.09		\$ 419,932.34	\$ 469,622.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 22,576.66		\$ 11,264,060.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ 9,171.98	\$ 2,462,176.37	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 7,996.30	\$ 258,022.00
FUND 206	CEMETERY		\$ -	\$ 200,978.50	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,035,924.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 139,164.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 5,395.00	\$ 222,900.44	\$ 395,464.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 4,952.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 170,078.01	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 1,450,684.85	\$ 2,819,424.00
FUND 239	CA. CONSERV RECYCLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ 3,330.00	\$ 6,727.69	\$ 202,153.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 188,880.69	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 2,490,390.95	\$ 2,660,851.00
FUND 502	WATER DEPARTMENT		\$ 4,630.19	\$ 1,820,995.95	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 1,211,034.78	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 1,555,993.71	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 703.80	\$ 1,019,716.38	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 12.92		\$ 1,188,240.76	\$ 1,509,547.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 5,293.47		\$ 375,226.14	\$ 422,685.00
FUND 507	GOLF FUND TOTAL		\$ 5,306.39		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 402,631.85	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 252,460.62	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 173.09	\$ 231,204.89	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 234,395.09	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 98,793.77	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 19,105.35	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 768,353.65	\$ 808,479.00
FUND 575	HOUSING		\$ -	\$ 1,258,547.04	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ 19,130.54	\$ 11,349,907.40	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ 48,300.00	\$ 100,972.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ 3,732.50	\$ 6,389,497.25	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 119,026.25	\$ 240,447.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 26,055.78	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 1,428.15	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 122,450.15	\$ 46,691,095.15	\$ 58,516,413.05

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

 8/8/2024
Patrick Martinez, City Manager Date

 8/6/2024
Finance Department Date

 8-6-24
Virginia Tasker, City Treasurer Date

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 13, 2024**

		8/13/2024	FUND AMT.	13-Aug	24-25
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -			\$ 90,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 11,878.44	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ 348.74		\$ 34,218.16	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 5.00		\$ 18,163.58	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ 261.60		\$ 8,763.18	\$ 326,356.00
101.1040.417	ENGINEERING	\$ 625.00		\$ 19,563.59	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 2,000.00		\$ 2,000.00	\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ 2,393.32		\$ 5,419.40	\$ 80,551.00
101.2010.421	SHERIFF	\$ 809.78		\$ 301,086.76	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 2,121.59		\$ 22,473.89	\$ 283,098.00
101.2025.424	BUILDING & SAFETY	\$ 637.64		\$ 18,852.17	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 477.00		\$ 34,537.26	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ 2,267.24		\$ 36,967.05	\$ 744,745.00
101.4730.472	SANITATION	\$ 1,694.52		\$ 8,921.39	\$ 143,822.00
101.5770.452.	AQUATICS	\$ 3,700.03		\$ 37,890.97	\$ 249,282.00
101.5772.452	PARKS	\$ 19,508.55		\$ 49,743.58	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 8,252.11	\$ 115,992.00
101.5774.452	RECREATION	\$ 594.65		\$ 29,091.51	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 37,444.66		\$ 21,671,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -		\$ 4,363,469.00
FUND 205	CDBG		\$ -		\$ 107,900.00
FUND 206	CEMETERY		\$ 9,819.52	\$ 19,475.18	\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -		\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -		\$ 256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -		\$ 19,500.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -		\$ 650,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 8,953.00	\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -		\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -		\$ -
FUND 238	STATE RECREATION GRANTS		\$ -		\$ 1,285,000.00
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -		\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -		\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -		\$ 40,000.00
FUND 501	NPUA		\$ 237.95	\$ 237.95	\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ 27,122.32	\$ 88,854.60	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 18,536.74	\$ 43,857.44	\$ 1,329,341.00
FUND 505	SANITATION		\$ -	\$ 197.69	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 161.75	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 19,888.48		\$ -	\$ 1,356,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 4,548.36		\$ 5,113.45	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 24,436.84		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 392.68	\$ 28,137.86	\$ 477,260.00
FUND 509	MIS		\$ 5,003.97	\$ 20,003.22	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 10,482.79	\$ 12,302.31	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ 5,229.47	\$ 18,773.24	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -		\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -		\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -		\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 16,036.00	\$ 477,395.00
FUND 575	HOUSING		\$ 18,925.00	\$ 91,930.04	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 71,630.83	\$ 255,868.41	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -		\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -		\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -		\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -		\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -		\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 229,262.77	\$ 1,257,725.18	\$ 65,210,519.05

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

Patrick J Martinez 8/8/2024
Patrick Martinez, City Manager Date

[Signature] 8/6/2024
Finance Department Date

Virginia Tasker, City Treasurer Date

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21685	2345	00	A-B COMMUNICATIONS	08/13/2024	225.69	.00
21686	3750	00	AUTO ZONE	08/13/2024	198.67	.00
21687	480	00	BEST BEST & KRIEGER LLP	08/13/2024	703.80	.00
21688	178	00	BIG O TIRES & NAPA AUTO PARTS	08/13/2024	1,780.13	.00
21689	3595	00	BOOT BARN	08/13/2024	303.43	.00
21690	7	00	BORDER STATES INDUSTRIES, INC.	08/13/2024	479.27	.00
21691	3392	00	BUG EMERGENCY INC.	08/13/2024	209.00	.00
21692	3035	00	CENTURY LINK CORP.	08/13/2024	10.84	.00
21693	3136	00	CITY OF NEEDLES	08/13/2024	77,785.49	.00
21694	4138	00	CLUB CADDIE INC.	08/13/2024	449.00	.00
21695	3809	00	DATA TICKET INC.	08/13/2024	350.00	.00
21696	440	00	DECO FOODSERVICE INCORP.	08/13/2024	161.61	.00
21697	424	00	DESERT INDUSTRIAL SUPPLY INC.	08/13/2024	161.71	.00
21698	3580	00	DIAMOND PURE WATER	08/13/2024	230.50	.00
21699	234	00	DLT SOLUTIONS LLC	08/13/2024	1,272.08	.00
21700	4066	00	EBERHARD EQUIPMENT	08/13/2024	409.94	.00
21701	2653	00	EMPIRE SOUTHWEST	08/13/2024	551.33	.00
21702	1	00	FARLAND, ANDREW	08/13/2024	23.31	.00
21703	1	00	FERNCEZ, DENNIS	08/13/2024	40.99	.00
21704	3708	00	GAUDIN FORD	08/13/2024	809.78	.00
21705	324	00	GRAINGER	08/13/2024	2,920.20	.00
21706	3966	00	GT GOLF SUPPLIES	08/13/2024	136.54	.00
21707	2612	00	HARDWARE EXPRESS	08/13/2024	969.94	.00
21708	2612	00	HARDWARE EXPRESS	08/13/2024	661.25	.00
21709	1	00	HARIYANTO, BRANDON	08/13/2024	115.72	.00
21710	4182	00	HD SUPPLY-FORMERLY HOME DEPOT PRO	08/13/2024	4,680.66	.00
21711	3445	00	HUMANE SOCIETY MOHAVE COUNTY	08/13/2024	515.00	.00
21712	4000	00	JARROD DELEON	08/13/2024	505.19	.00
21713	3977	00	LANDIS+GYR TECHNOLOGY, INC	08/13/2024	48,300.00	.00
21714	3240	00	LESLIE'S POOL SUPPLIES	08/13/2024	305.90	.00
21715	2485	00	MESA VALLEY PIPE & SUPPLY	08/13/2024	435.34	.00
21716	3998	00	MICHAEL BAKER INTERNATIONAL, INC	08/13/2024	3,739.20	.00
21717	2189	00	MOHAVE ENVIRONMENTAL LAB	08/13/2024	70.00	.00
21718	3638	00	MY ALARMTEK	08/13/2024	540.00	.00
21719	194	00	NEEDLES CHAMBER OF COMMERCE	08/13/2024	2,000.00	.00
21720	199	00	NEEDLES GLASS & MIRROR CO.	08/13/2024	603.40	.00
21721	218	00	NEWS WEST PUBLISHING CO.	08/13/2024	261.28	.00
21722	4173	00	NORTHWEST LOCK AND SAFE LLC	08/13/2024	480.47	.00
21723	1786	00	NPUA	08/13/2024	VOID	.00
21724	1786	00	NPUA	08/13/2024	VOID	.00
21725	1786	00	NPUA	08/13/2024	93,061.24	.00
21726	740	00	OUR TOWN MAGAZINE	08/13/2024	372.30	.00
21727	1578	00	PURCHASE POWER	08/13/2024	3,006.25	.00
21728	15	00	QUILL LLC	08/13/2024	962.53	.00
21729	818	00	R & R PRODUCTS INC.	08/13/2024	2,047.27	.00
21730	2861	00	REINKE A/C CORP.	08/13/2024	2,125.50	.00
21731	255	00	RIVER VALLEY AIR CONDITIONING INC.	08/13/2024	9,800.00	.00
21732	3796	00	ROUTE 66 BROADBAND LLC	08/13/2024	2,014.39	.00
21733	2687	00	S.B. COUNTY FIRE PROTECTION DIST	08/13/2024	1,694.52	.00
21734	4058	00	S-NET COMMUNICATIONS INC.	08/13/2024	1,691.45	.00
21735	4001	00	SIMPLOT TURF & HORTICULTURE	08/13/2024	3,570.84	.00

PROGRAM: GM348U
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21736	4121	00	SMART DOCUMENT SOLUTIONS	08/13/2024	150.65	.00
21737	3577	00	SONSRAY MACHINERY LLC	08/13/2024	243.86	.00
21738	481	00	STAPLES BUSINESS CREDIT	08/13/2024	604.60	.00
21739	2435	00	T & R ELECTRIC SUPPLY COMPANY INCOR	08/13/2024	11,820.60	.00
21740	779	00	THATCHER COMPANY OF NEVADA, INC	08/13/2024	12,345.82	.00
21741	4008	00	THE PRINTER GUYS LLC	08/13/2024	1,310.98	.00
21742	3950	00	TKE ENGINEERING INC	08/13/2024	27,011.98	.00
21743	3917	00	TOUCHSTONE GOLF LLC	08/13/2024	5,000.00	.00
21744	3266	00	TRI STATE TOOL REPAIR	08/13/2024	101.66	.00
21745	772	00	TRI-STATE ACE HARDWARE	08/13/2024	142.30	.00
21746	2798	00	U.S. DEPARTMENT OF ENERGY	08/13/2024	7,309.94	.00
21747	3825	00	ULTRA PEST CONTROL, LLC	08/13/2024	45.00	.00
21748	3830	00	UNIFIRST CORPORATION	08/13/2024	1,430.47	.00
21749	761	00	USABLUBOOK	08/13/2024	1,410.12	.00
21750	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	08/13/2024	1,051.00	.00
21751	1	00	WILDE, RICHARD	08/13/2024	57.93	.00
21752	3967	00	WILLDAN ENGINEERING	08/13/2024	2,537.16	.00
21753	2561	00	WINZER	08/13/2024	545.68	.00
21754	1293	00	ZUBRICK T-SHIRTS	08/13/2024	166.25	.00
21755	3828	00	3D-NETWORKS LLC	08/13/2024	4,683.97	.00
NUMBER OF CHECKS				71	GRAND TOTAL	351,712.92

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
21685	2345	A-B COMMUNICATIONS	000394		08/13/2024	510-4410-405.30-25	225.69 225.69 *	225.69
21686	3750	AUTO ZONE	000186 000374		08/13/2024 08/13/2024	511-3021-432.43-25 511-3020-432.43-57	20.89 177.78 198.67 *	198.67
21687	480	BEST BEST & KRIEGER LLP	008148		08/13/2024	506-4713-477.31-50	703.80 703.80 *	703.80
21688	178	BIG O TIRES & NAPA AUTO P	000186 000187 000187 000187 000187 000187 000187 000229 000263 000265 000376 000377 000378 000394 000394 000409 000418		08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024	511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-38 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-37 511-3021-432.43-26 503-4720-475.61-33 507-5761-453.43-17 507-5761-453.43-04 511-3021-432.43-26 101-5772-452.43-04 511-3021-432.43-26 511-3021-432.43-38 511-3021-432.43-38 507-5761-453.43-04 101-5772-452.43-04	73.27 23.69 157.84 25.08 251.31 156.46 12.92 46.32 133.84 123.74 31.05 9.57 555.98 14.88 97.78 58.35 8.05 1,780.13 *	1,780.13
21689	3595	BOOT BARN	000230 000231		08/13/2024 08/13/2024	101-3010-431.60-28 101-3010-431.60-28	167.97 135.46 303.43 *	303.43
21690	7	BORDER STATES INDUSTRIES,	000409		08/13/2024	580-4750-473.60-55	479.27 479.27 *	479.27
21691	3392	BUG EMERGENCY INC.	000258 000266 000394		08/13/2024 08/13/2024 08/13/2024	507-5762-454.43-08 503-4720-475.43-02 575-5555-485.31-90	72.00 52.00 85.00 209.00 *	209.00
21692	3035	CENTURY LINK CORP.	000263		08/13/2024	507-5762-454.52-10	10.84 10.84 *	10.84
21693	3136	CITY OF NEEDLES	000395 000395 000395		08/13/2024 08/13/2024 08/13/2024	502-4710-471.80-43 503-4720-475.80-43 580-4750-473.80-43	13,335.91 8,393.75 56,055.83 77,785.49 *	77,785.49
21694	4138	CLUB CADDIE	000360		08/13/2024	507-5762-454.61-09	449.00	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21694	4138	CLUB CADDIE					449.00 *	449.00
21695	3809	DATA TICKET INC.	000409		08/13/2024	101-2030-423.31-10	350.00 350.00 *	350.00
21696	440	DECO FOODSERVICE INCORP.	008150 000409		08/13/2024 08/13/2024	101-5774-452.65-10 507-5762-454.61-06	53.39 108.22 161.61 *	161.61
21697	424	DESERT INDUSTRIAL SUPPLY	000395		08/13/2024	575-5555-485.43-02	161.71 161.71 *	161.71
21698	3580	DIAMOND PURE WATER	000152 000153 008151 008151 008152 000189 000190 000372 000409		08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024 08/13/2024	510-4410-405.61-01 101-5774-452.61-01 101-5770-452.61-01 101-5774-452.61-01 101-5770-452.61-01 511-3020-432.43-29 511-3020-432.43-29 510-4410-405.61-01 101-5774-452.61-01	36.00 23.00 28.00 23.00 23.00 25.50 11.00 36.00 12.00 230.50 *	230.50
21699	234	DLT SOLUTIONS LLC	000395 000395 000395 000395		08/13/2024 08/13/2024 08/13/2024 08/13/2024	580-4750-473.31-16 502-4710-471.31-16 503-4720-475.31-16 101-1040-417.61-09	318.02 318.02 318.02 318.02 1,272.08 *	1,272.08
21700	4066	EBERHARD EQUIPMENT	000409		08/13/2024	507-5761-453.43-04	409.94 409.94 *	409.94
21701	2653	EMPIRE SOUTHWEST	000267		08/13/2024	580-4750-473.43-03	551.33 551.33 *	551.33
21702	1	FARLAND, ANDREW	UT		08/13/2024	501-0000-211.00-00	23.31 23.31 *	23.31
21703	1	FERNCEZ, DENNIS	UT		08/13/2024	501-0000-211.00-00	40.99 40.99 *	40.99
21704	3708	GAUDIN FORD	000191		08/13/2024	101-2010-421.43-03	809.78 809.78 *	809.78
21705	324	GRAINGER	000268 000375 000381		08/13/2024 08/13/2024 08/13/2024	507-5761-453.63-00 511-3020-432.43-57 510-4410-405.43-01	189.68 2,643.28 87.24 2,920.20 *	2,920.20
21706	3966	GT GOLF SUPPLIES	000361		08/13/2024	507-5762-454.44-10	136.54	136.54

PREPARED 07/31/2024, 15:07:13

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2025/02
REPORT NUMBER 11

PAGE 3

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21706	3966	GT GOLF SUPPLIES	000175		08/13/2024	503-4720-475.60-55	136.54 *	136.54
21707	2612	HARDWARE EXPRESS	000192		08/13/2024	101-5772-452.43-18	18.34	18.34
			000193		08/13/2024	101-5772-452.60-10	8.36	8.36
			000194		08/13/2024	206-5771-452.61-12	51.16	51.16
			000195		08/13/2024	206-5771-452.61-12	23.54	23.54
			000196		08/13/2024	206-5771-452.43-18	51.80	51.80
			000232		08/13/2024	101-2020-423.43-29	38.27	38.27
			000233		08/13/2024	101-2020-423.43-29	3.04	3.04
			000234		08/13/2024	580-4750-473.43-57	16.05	16.05
			000235		08/13/2024	503-4720-475.60-55	40.93	40.93
			000263		08/13/2024	101-5774-452.43-18	41.73	41.73
			000269		08/13/2024	503-4720-475.60-55	10.83	10.83
			000362		08/13/2024	206-5771-452.61-12	57.28	57.28
			000363		08/13/2024	206-5771-452.61-12	23.54	23.54
			000364		08/13/2024	101-3010-431.60-12	24.49	24.49
			000365		08/13/2024	101-5772-452.61-12	41.55	41.55
			000366		08/13/2024	101-5772-452.43-18	5.20	5.20
			000367		08/13/2024	511-3021-432.43-26	24.55	24.55
			000368		08/13/2024	511-3021-432.43-26	9.21	9.21
			000369		08/13/2024	101-3010-431.61-33	41.18	41.18
			000370		08/13/2024	101-5772-452.61-06	56.29	56.29
			000371		08/13/2024	101-5772-452.43-18	4.40	4.40
			000395		08/13/2024	502-4710-471.43-57	18.34	18.34
			000395		08/13/2024	502-4710-471.43-57	14.31	14.31
			000395		08/13/2024	101-5772-452.43-18	45.79	45.79
			000395		08/13/2024	206-5771-452.43-18	7.16	7.16
			000395		08/13/2024	101-5772-452.61-12	58.13	58.13
			000409		08/13/2024	580-4750-473.60-55	15.09	15.09
			000410		08/13/2024	101-3010-431.60-12	27.59	27.59
			000411		08/13/2024	101-3010-431.60-12	22.51	22.51
			000412		08/13/2024	101-3010-431.60-11	14.51	14.51
			000413		08/13/2024	101-3010-431.43-57	61.37	61.37
			000414		08/13/2024	101-3010-431.60-11	4.09	4.09
			000415		08/13/2024	101-5772-452.43-18	10.23	10.23
			000416		08/13/2024	101-5772-452.43-18	10.52	10.52
			000425		08/13/2024	101-1070-410.43-04	57.31	57.31
							11.25	11.25
							969.94 *	969.94
21708	2612	HARDWARE EXPRESS	000395		08/13/2024	575-5555-485.43-02	49.55	49.55
			000395		08/13/2024	575-5555-485.43-02	8.61	8.61
			000395		08/13/2024	575-5555-485.43-02	152.39	152.39
			000395		08/13/2024	575-5555-485.43-02	74.45	74.45
			000396		08/13/2024	575-5555-485.43-02	23.68	23.68
			000396		08/13/2024	575-5555-485.43-02	112.75	112.75
			000396		08/13/2024	575-5555-485.43-02	7.33	7.33
			000396		08/13/2024	575-5555-485.43-02	13.13	13.13
			000396		08/13/2024	575-5555-485.43-02	89.76	89.76
			000396		08/13/2024	575-5555-485.43-02	21.96	21.96

PREPARED 07/31/2024, 15:07:13

PROGRAM: GW346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2025/02
REPORT NUMBER 11

PAGE 4

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21708	2612	HARDWARE EXPRESS	000396	08/13/2024	575-5555-485.43-02	24.96		
			000396	08/13/2024	575-5555-485.43-02	70.03		
			000396	08/13/2024	575-5555-485.43-02	12.65		661.25
21709	1	HARIYANTO, BRANDON	UT	08/13/2024	501-0000-211.00-00	115.72		115.72
21710	4182	HD SUPPLY-FORMERLY HOME D	000419	08/13/2024	575-5555-485.72-17	4,680.66		4,680.66
21711	3445	HUMANE SOCIETY MOHAVE COU	000395	08/13/2024	101-2020-423.31-91	515.00		515.00
21712	4000	JARROD DELEON	008226	08/13/2024	507-5761-453.43-04	12.92		
			008227	08/13/2024	507-5762-454.60-50	221.19		
			008228	08/13/2024	507-5762-454.61-09	72.28		
			000421	08/13/2024	507-5761-453.72-07	11.60		
			000422	08/13/2024	507-5762-454.43-04	11.15		
			000423	08/13/2024	507-5762-454.55-00	176.05		505.19
21713	3977	LANDIS+GYR TECHNOLOGY, IN	PI0013	024042	581-4750-473.71-02	48,300.00		48,300.00
21714	3240	LESLIE'S POOL SUPPLIES	000396	08/13/2024	101-5770-452.60-32	305.90		305.90
21715	2485	MESA VALLEY PIPE & SUPPLY	008219	08/13/2024	101-5772-452.61-12	435.34		435.34
21716	3998	MICHAEL BAKER INTERNATIONAL	008214	08/13/2024	101-0000-204.03-01	184.00		
			008215	08/13/2024	101-0000-204.03-01	2,075.20		
			008216	08/13/2024	101-0000-204.03-01	368.00		
			008217	08/13/2024	101-0000-204.03-01	836.00		
			008218	08/13/2024	101-0000-204.03-01	276.00		
						3,739.20		3,739.20
21717	2189	MOHAVE ENVIRONMENTAL LAB	008160	08/13/2024	101-5770-452.31-42	70.00		70.00
21718	3638	MY ALARMTEK	000409	08/13/2024	101-3010-431.43-40	135.00		
			000409	08/13/2024	503-4720-475.43-40	135.00		
			000409	08/13/2024	507-5761-453.43-40	135.00		
			000409	08/13/2024	510-4410-405.43-40	540.00		540.00
21719	194	NEEDLES CHAMBER OF COMMER	000409	08/13/2024	101-1060-410.54-06	2,000.00		2,000.00

PREPARED 07/31/2024, 15:07:13

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2025/02
REPORT NUMBER 11
PAGE 5

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
21720	199	NEEDLES GLASS & MIRROR CO	000399		08/13/2024	575-5555-485.43-02	603.40 603.40 *	603.40
21721	218	NEWS WEST PUBLISHING CO.	000409 000409 000409 000409		08/13/2024 08/13/2024 08/13/2024 08/13/2024	101-3010-431.53-00 101-2025-424.53-00 101-1035-416.59-10 101-1035-416.59-10	60.70 65.98 76.54 58.06 261.28 *	261.28
21722	4173	NORTHWEST LOCK AND SAFE L	000285 000400		08/13/2024 08/13/2024	101-5774-452.43-18 507-5762-454.43-08	181.23 299.24 480.47 *	480.47
21723	1786	NPUA	000154		08/13/2024	502-4710-471.41-10	2,482.74	VOIDED VOIDED
21724	1786	NPUA	000155		08/13/2024	510-4410-405.41-10	1,933.01	
21725	1786	NPUA	000156		08/13/2024	510-4410-405.41-20	2,248.04	
			000157		08/13/2024	510-4410-405.41-30	2,460.07	
			000158		08/13/2024	101-2020-423.41-10	549.59	
			000159		08/13/2024	101-2020-423.41-20	126.41	
			000160		08/13/2024	101-2020-423.41-30	169.66	
			000161		08/13/2024	502-4710-471.41-10	48.94	
			000162		08/13/2024	206-5771-452.41-10	48.01	
			000163		08/13/2024	206-5771-452.41-20	9,466.91	
			000164		08/13/2024	206-5771-452.41-30	84.83	
			000176		08/13/2024	502-4710-471.41-10	66.25	
			000177		08/13/2024	502-4710-471.41-10	253.64	
			000178		08/13/2024	502-4710-471.41-10	4,418.39	
			000179		08/13/2024	580-4750-473.41-11	72.99	
			000180		08/13/2024	580-4750-473.41-11	58.61	
			000181		08/13/2024	580-4750-473.41-11	40.62	
			000182		08/13/2024	503-4720-475.41-10	37.33	
			000183		08/13/2024	503-4720-475.41-10	49.83	
			000184		08/13/2024	503-4720-475.41-20	47.53	
			000185		08/13/2024	503-4720-475.41-10	6,845.26	
			000185		08/13/2024	503-4720-475.41-20	365.78	
			000185		08/13/2024	503-4720-475.41-10	372.42	
			000185		08/13/2024	503-4720-475.41-20	139.07	
			000185		08/13/2024	503-4720-475.41-10	35.23	
			000185		08/13/2024	503-4720-475.41-20	250.24	
			000185		08/13/2024	101-1070-410.41-10	2,046.15	
			000185		08/13/2024	101-1070-410.41-20	251.09	
			000197		08/13/2024	101-1070-410.41-30	84.83	
			000198		08/13/2024	101-3010-431.41-10	415.96	
			000199		08/13/2024	101-3010-431.41-20	67.50	
			000200		08/13/2024	101-3010-431.41-30	424.15	
			000200		08/13/2024	101-5772-452.41-20	47.53	
			000260		08/13/2024	575-5555-485.41-20	1,533.27	
			000260		08/13/2024	575-5555-485.41-10	3,997.58	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21725	1786	NPUA	000260		08/13/2024	575-5555-485.41-30	4,713.64	
			000260		08/13/2024	580-4750-473.41-11	35.23	
			000260		08/13/2024	580-4750-473.41-11	56.33	
			000260		08/13/2024	503-4720-475.41-10	50.10	
			000260		08/13/2024	503-4720-475.41-20	47.53	
			000260		08/13/2024	580-4750-473.41-11	37.48	
			000260		08/13/2024	502-4710-471.41-10	271.13	
			000260		08/13/2024	502-4710-471.41-10	37.68	
			000260		08/13/2024	580-4750-473.41-11	34.59	
			000260		08/13/2024	580-4750-473.41-11	37.89	
			000260		08/13/2024	580-4750-473.41-11	2,913.72	
			000260		08/13/2024	580-4750-473.41-11	34.59	
			000260		08/13/2024	580-4750-473.41-11	34.59	
			000260		08/13/2024	101-5772-452.41-20	47.53	
			000260		08/13/2024	101-5772-452.41-20	49.48	
			000260		08/13/2024	101-5772-452.41-20	381.26	
			000260		08/13/2024	101-5772-452.41-10	410.12	
			000260		08/13/2024	101-5772-452.41-10	207.90	
			000260		08/13/2024	101-5772-452.41-10	35.23	
			000260		08/13/2024	101-5772-452.41-10	1,037.40	
			000260		08/13/2024	101-5772-452.41-10	103.63	
			000261		08/13/2024	101-5772-452.41-10	36.94	
			000261		08/13/2024	101-5772-452.41-20	2,982.75	
			000261		08/13/2024	101-5772-452.41-30	84.83	
			000261		08/13/2024	101-5772-452.41-20	248.58	
			000261		08/13/2024	101-5772-452.41-10	56.24	
			000261		08/13/2024	101-5772-452.41-20	81.69	
			000262		08/13/2024	101-5772-452.41-10	72.20	
			000262		08/13/2024	101-5772-452.41-20	82.00	
			000262		08/13/2024	101-5772-452.41-10	1,383.60	
			008168		08/13/2024	101-5773-452.41-10	64.73	
			008169		08/13/2024	101-5770-452.41-10	3,903.46	
			008170		08/13/2024	101-5770-452.41-20	1,980.59	
			008171		08/13/2024	101-5770-452.41-30	84.83	
			008172		08/13/2024	101-5774-452.41-10	424.57	
			008173		08/13/2024	101-5774-452.41-20	254.83	
			008174		08/13/2024	101-5774-452.41-10	3,499.31	
			008175		08/13/2024	101-5774-452.41-20	239.33	
			008176		08/13/2024	101-5774-452.41-30	169.66	
			000272		08/13/2024	507-5761-453.41-20	82.62	
			000273		08/13/2024	507-5761-453.41-20	49.39	
			000274		08/13/2024	507-5761-453.41-20	48.55	
			000275		08/13/2024	507-5761-453.41-20	209.81	
			000276		08/13/2024	507-5761-453.41-20	12,333.48	
			000277		08/13/2024	507-5761-453.41-20	304.37	
			000278		08/13/2024	507-5762-454.41-10	1,946.66	
			000279		08/13/2024	507-5762-454.41-20	223.96	
			000280		08/13/2024	507-5762-454.41-30	254.49	
			000281		08/13/2024	507-5762-454.41-20	125.28	
			000282		08/13/2024	580-4750-473.41-11	61.25	

PREPARED 07/31/2024, 15:07:13

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 7
ACCOUNTING PERIOD 2025/02
REPORT NUMBER 11

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21725	1786	NPUA	000397		08/13/2024	101-5772-452.41-10	1,287.44	
			000397		08/13/2024	101-5772-452.41-20	1,066.83	
			000397		08/13/2024	101-5772-452.41-10	70.69	
			000397		08/13/2024	101-5772-452.41-20	3,961.82	
			000397		08/13/2024	101-5772-452.41-10	324.49	
			000397		08/13/2024	101-5772-452.41-10	86.26	
			000397		08/13/2024	101-5772-452.41-20	289.18	
			000397		08/13/2024	101-5772-452.41-10	47.59	
			000397		08/13/2024	101-5772-452.41-20	232.08	
			000397		08/13/2024	101-5772-452.41-10	38.27	
			000397		08/13/2024	101-5772-452.41-20	3,235.24	
			000397		08/13/2024	101-5772-452.41-10	48.67	
			000397		08/13/2024	101-5772-452.41-20	909.22	
			000397		08/13/2024	580-4750-473.41-11	56.95	
							93,061.24	93,061.24
21726	740	OUR TOWN MAGAZINE	000359		08/13/2024	507-5762-454.53-00	372.30	372.30
21727	1578	PURCHASE POWER	000255		08/13/2024	510-4410-405.52-20	3,006.25	3,006.25
21728	15	QUILL LLC	000185		08/13/2024	101-2020-423.61-02	581.84	
			000401		08/13/2024	510-4410-405.61-01	314.54	
			000409		08/13/2024	510-4410-405.61-31	35.99	
			000426		08/13/2024	101-1025-415.61-01	30.16	
							962.53	962.53
21729	818	R & R PRODUCTS INC.	000185		08/13/2024	507-5761-453.63-00	173.09	
			000185		08/13/2024	507-5761-453.63-00	1,026.47	
			000185		08/13/2024	507-5761-453.63-00	12.76	
			000403		08/13/2024	507-5761-453.43-04	656.89	
			000404		08/13/2024	507-5761-453.63-00	178.06	
							2,047.27	2,047.27
21730	2861	REINKE A/C CORP.	000263		08/13/2024	101-5774-452.43-18	127.50	
			000263		08/13/2024	575-5555-485.43-02	705.00	
			000263		08/13/2024	575-5555-485.43-02	1,125.00	
			000283		08/13/2024	575-5555-485.43-02	168.00	
							2,125.50	2,125.50
21731	255	RIVER VALLEY AIR CONDITIO	000373		08/13/2024	580-4750-473.54-62	9,800.00	9,800.00
21732	3796	ROUTE 66 BROADBAND LLC	000379		08/13/2024	101-3010-431.52-10	180.00	
			000380		08/13/2024	101-5772-452.52-10	223.13	
			000402		08/13/2024	509-4910-479.52-12	320.00	
			000403		08/13/2024	575-5555-485.52-10	316.26	
			000404		08/13/2024	503-4720-475.52-10	85.00	
			000404		08/13/2024	580-4750-473.52-10	200.00	

PREPARED 07/31/2024, 15:07:13

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2025/02
REPORT NUMBER 11

PAGE 8

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21732	3796	ROUTE 66 BROADBAND LLC	000409		08/13/2024	507-5761-453.52-10	180.00	
			000409		08/13/2024	507-5762-454.52-10	180.00	
			000409		08/13/2024	101-5774-452.52-10	165.00	
			000409		08/13/2024	101-1030-414.52-10	5.00	
			000427		08/13/2024	101-2020-423.52-10	160.00	
							2,014.39	2,014.39
21733	2687	S.B. COUNTY FIRE PROTECTI	000432		08/13/2024	101-4730-472.49-16	1,694.52	
							1,694.52	1,694.52
21734	4058	S-NET COMMUNICATIONS INC.	000404		08/13/2024	510-4410-405.52-10	1,691.45	
							1,691.45	1,691.45
21735	4001	SIMPLET TURF & HORTICULTU	000263		08/13/2024	507-5761-453.60-10	3,570.84	
							3,570.84	3,570.84
21736	4121	SMART DOCUMENT SOLUTION	000405		08/13/2024	575-5555-485.61-01	150.65	
							150.65	150.65
21737	3577	SONSRAY MACHINERY LLC	000405		08/13/2024	511-3021-432.43-36	243.86	
							243.86	243.86
21738	481	STAPLES	008221		08/13/2024	510-4410-405.61-01	173.09	
			008222		08/13/2024	101-2030-423.61-01	95.42	
			000428		08/13/2024	510-4410-405.61-01	14.32	
			000429		08/13/2024	510-4410-405.61-01	259.19	
			000430		08/13/2024	101-1025-415.61-01	33.93	
			000431		08/13/2024	101-1025-415.61-01	28.65	
							604.60	604.60
21739	2435	T & R ELECTRIC SUPPLY COM	PI0016	024101	08/13/2024	580-4750-473.60-55	11,820.60	
							11,820.60	11,820.60
21740	779	THATCHER COMPANY OF NEVAD	008152		08/13/2024	502-4710-471.60-32	4,630.19	
			000263		08/13/2024	101-5770-452.60-32	3,394.13	
			000406		08/13/2024	502-4710-471.60-32	4,321.50	
							12,345.82	12,345.82
21741	4008	THE PRINTER GUYS LLC	000204		08/13/2024	101-1040-417.61-02	134.74	
			000205		08/13/2024	101-1035-416.61-02	44.75	
			000206		08/13/2024	101-2025-424.61-02	44.75	
			000207		08/13/2024	101-2030-423.61-02	44.75	
			000237		08/13/2024	101-1040-417.61-02	82.25	
			000238		08/13/2024	101-1035-416.61-02	82.25	
			000239		08/13/2024	101-2025-424.61-02	82.25	
			000240		08/13/2024	101-2030-423.61-02	82.25	
			000241		08/13/2024	508-4810-478.61-02	268.00	
			000407		08/13/2024	101-1025-415.61-02	256.00	
			000433		08/13/2024	508-4810-478.61-02	99.00	
			000435		08/13/2024	101-1040-417.61-02	89.99	

PREPARED 07/31/2024, 15:07:13

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 9
ACCOUNTING PERIOD 2025/02
REPORT NUMBER 11

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21741	4008	THE PRINTER GUYS LLC					1,310.98 *	1,310.98
21742	3950	TKE ENGINEERING INC	PI0405	024027	08/13/2024	582-4710-471.71-08	3,732.50	
			PI0406	024068	08/13/2024	102-5772-452.72-18	9,171.98	
			PI0407	024110	08/13/2024	270-4631-463.31-90	3,237.50	
			PI0408	024110	08/13/2024	270-4631-463.31-90	92.50	
			008163		08/13/2024	101-0000-204.03-01	255.00	
			008164		08/13/2024	101-1040-417.31-16	177.50	
			008165		08/13/2024	101-0000-204.03-01	280.00	
			008166		08/13/2024	225-2010-421.61-21	4,220.00	
			008167		08/13/2024	101-0000-204.03-01	1,450.00	
			PI0004	024033	08/13/2024	101-1040-417.31-16	975.00	
			008223		08/13/2024	225-2010-421.61-21	1,175.00	
			008224		08/13/2024	101-3010-431.31-90	2,105.00	
			008225		08/13/2024	101-0000-204.03-01	140.00	
							27,011.98 *	27,011.98
21743	3917	TOUCHSTONE GOLF LLC	PI0007	024034	08/13/2024	507-5762-454.31-89	5,000.00	
							5,000.00 *	5,000.00
21744	3266	TRI STATE TOOL REPAIR	000248		08/13/2024	580-4750-473.43-57	101.66	
							101.66 *	101.66
21745	772	TRI-STATE ACE HARDWARE	000203		08/13/2024	101-5772-452.43-18	61.90	
			000417		08/13/2024	101-3010-431.61-33	80.40	
							142.30 *	142.30
21746	2798	U.S. DEPARTMENT OF ENERGY	008220		08/13/2024	580-4750-473.63-10	7,309.94	
							7,309.94 *	7,309.94
21747	3825	ULTRA PEST CONTROL, LLC	000212		08/13/2024	101-5774-452.43-18	45.00	
							45.00 *	45.00
21748	3830	UNIFIRST CORPORATION	000208		08/13/2024	503-4720-475.61-04	21.28	
			000209		08/13/2024	507-5762-454.43-08	23.85	
			000210		08/13/2024	101-5774-452.61-06	10.03	
			000211		08/13/2024	575-5555-485.61-04	11.79	
			000213		08/13/2024	507-5762-454.43-08	87.23	
			000214		08/13/2024	502-4710-471.61-04	32.78	
			000216		08/13/2024	101-5774-452.61-06	10.03	
			000249		08/13/2024	502-4710-471.61-04	32.56	
			000250		08/13/2024	508-4810-478.61-04	8.56	
			000251		08/13/2024	580-4750-473.61-04	145.34	
			000252		08/13/2024	580-4750-473.61-04	145.34	
			000253		08/13/2024	101-5772-452.61-04	19.04	
			000254		08/13/2024	101-3010-431.61-04	129.85	
			000256		08/13/2024	580-4750-473.61-21	145.34	
			000263		08/13/2024	101-5774-452.61-06	10.03	
			000383		08/13/2024	580-4750-473.61-04	145.34	
			000384		08/13/2024	507-5762-454.43-08	23.85	

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

21748	3830	UNIFIRST CORPORATION	000385		08/13/2024	503-4720-475.61-04	21.28		
			000386		08/13/2024	101-5772-452.61-04	19.04		
			000387		08/13/2024	101-3010-431.61-04	129.85		
			000407		08/13/2024	507-5762-454.43-08	23.85		
			000407		08/13/2024	502-4710-471.61-04	32.56		
			000407		08/13/2024	508-4810-478.61-04	8.56		
			000407		08/13/2024	575-5555-485.61-04	11.79		
			000407		08/13/2024	101-5772-452.61-04	19.04		
			000407		08/13/2024	101-3010-431.61-04	129.85		
			000436		08/13/2024	508-4810-478.61-04	8.56		
			000437		08/13/2024	507-5762-454.43-08	23.85		
							1,430.47	*	1,430.47
21749	761	USABLUBOOK	000215		08/13/2024	502-4710-471.60-32	754.42		
			000382		08/13/2024	502-4710-471.60-55	655.70		
							1,410.12	*	1,410.12
21750	3528	WESTERN ENVIRONMENTAL TES	000217		08/13/2024	503-4720-475.59-75	247.00		
			000407		08/13/2024	503-4720-475.59-75	804.00		
							1,051.00	*	1,051.00
21751	1	WILDE, RICHARD	UT		08/13/2024	501-0000-211.00-00	57.93		
							57.93	*	57.93
21752	3967	WILLDAN ENGINEERING	008154		08/13/2024	101-0000-204.03-01	1,155.00		
			008155		08/13/2024	101-2025-424.31-10	660.50		
			000263		08/13/2024	101-2025-424.31-10	444.66		
			PI0003	024089	08/13/2024	101-2025-424.31-10	277.00		
							2,537.16	*	2,537.16
21753	2561	WINZER	000407		08/13/2024	511-3020-432.61-28	545.68		
							545.68	*	545.68
21754	1293	ZUBRICK T-SHIRTS	000227		08/13/2024	503-4720-475.61-04	55.42		
			000228		08/13/2024	511-3020-432.61-04	110.83		
							166.25	*	166.25
21755	3828	3D-NETWORKS LLC	000406		08/13/2024	509-4910-479.31-53	550.00		
			000406		08/13/2024	509-4910-479.31-90	1,768.00		
			000420		08/13/2024	509-4910-479.31-90	1,840.97		
			000434		08/13/2024	509-4910-479.31-53	525.00		
							4,683.97	*	4,683.97
BANK/CHECK TOTAL							351,712.92		351,712.92
ALL BANKS/CHECKS TOTAL							351,712.92		351,712.92

ACCOUNT NO	CHECK/PAYMENT NO	DATE	NO	VOUCHER	DATE	DISBURSEMENT AMOUNT	VENDOR REFERENCE
04 WELLS FARGO BANK - CITY GENERAL CHECKING							
575-5555-485.31-90	21691	8/13/2024	000394	7/22/2024		85.00	0003392 BUG EMERGENCY INC.
				ACCOUNT TOTAL		85.00	*
575-5555-485.41-10	21725	8/13/2024	000260	7/03/2024		3,997.58	0001786 NPUA
				ACCOUNT TOTAL		3,997.58	*
575-5555-485.41-20	21725	8/13/2024	000260	7/03/2024		1,533.27	0001786 NPUA
				ACCOUNT TOTAL		1,533.27	*
575-5555-485.41-30	21725	8/13/2024	000260	7/03/2024		4,713.64	0001786 NPUA
				ACCOUNT TOTAL		4,713.64	*
575-5555-485.43-02	21730	8/13/2024	000263	7/12/2024		705.00	0002861 REINKE A/C CORP.
575-5555-485.43-02	21730	8/13/2024	000263	7/15/2024		1,125.00	0002861 REINKE A/C CORP.
575-5555-485.43-02	21730	8/13/2024	000283	7/17/2024		168.00	0002861 REINKE A/C CORP.
575-5555-485.43-02	21697	8/13/2024	000395	7/10/2024		161.71	0000424 DESERT INDUSTRIAL SUPPLY
575-5555-485.43-02	21708	8/13/2024	000395	7/08/2024		49.55	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000395	7/08/2024		8.61	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000395	7/08/2024		152.39	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000395	7/09/2024		74.45	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/09/2024		23.68	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/13/2024		112.75	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/17/2024		7.33	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/17/2024		13.13	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/18/2024		89.76	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/18/2024		21.96	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/18/2024		24.96	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/18/2024		70.03	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21708	8/13/2024	000396	7/18/2024		12.65	0002612 HARDWARE EXPRESS GRP-1
575-5555-485.43-02	21720	8/13/2024	000399	7/10/2024		603.40	0000199 NEEDLES GLASS & MIRROR CO
				ACCOUNT TOTAL		3,424.36	*
575-5555-485.52-10	21732	8/13/2024	000403	7/22/2024		316.26	0003796 ROUTE 66 BROADBAND LLC
				ACCOUNT TOTAL		316.26	*
575-5555-485.61-01	21736	8/13/2024	000405	7/30/2024		150.65	0004121 SMART DOCUMENT SOLUTION
				ACCOUNT TOTAL		150.65	*
575-5555-485.61-04	21748	8/13/2024	000211	7/09/2024		11.79	0003830 UNIFIRST CORPORATION
575-5555-485.61-04	21748	8/13/2024	000407	7/16/2024		11.79	0003830 UNIFIRST CORPORATION
				ACCOUNT TOTAL		23.58	*

FUND 575 HOUSING											
BANK DESCRIPTION		ACCOUNT NO		** CHECK/PAYMENT **		**** VOUCHER ****		DISBURSEMENT		VENDOR	
		NO		NO DATE		NO DATE		AMOUNT		REFERENCE	

04 WELLS FARGO BANK - CITY GENERAL CHECKING											
		575-5555-485.72-17		21710		8/13/2024		000419		7/19/2024	
								ACCOUNT TOTAL			
								4,680.66		*	
								18,925.00		**	
								18,925.00		***	

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 24, 2024**

		7/24/2024	FUND AMT.	24-Jul	24-25
FUND 101	GENERAL FUND	\$ 17,296.25			
101.1015.412	CITY ATTORNEY	\$ -			\$ 90,000.00
101.1020.413	CITY MANAGER	\$ 1,764.85		\$ 1,818.27	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ 6,186.49		\$ 6,291.91	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 2,944.00		\$ 8,388.38	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 2,580.92	\$ 326,356.00
101.1040.417	ENGINEERING	\$ 2,519.01		\$ 2,913.92	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ 803.46		\$ 3,185.53	\$ 80,551.00
101.2010.421	SHERIFF	\$ 300,229.00		\$ 301,086.76	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 686.44		\$ 5,214.43	\$ 283,098.00
101.2025.424	BULDING & SAFETY	\$ 3,579.19		\$ 6,544.85	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 6,001.48		\$ 8,652.40	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ 5,013.65		\$ 7,058.73	\$ 744,745.00
101.4730.472	SANITATION	\$ 338.00		\$ 4,377.00	\$ 143,822.00
101.5770.452.	AQUATICS	\$ 1,793.75		\$ 5,187.88	\$ 249,282.00
101.5772.452	PARKS	\$ 7,282.18		\$ 15,011.44	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ 822.88		\$ 882.88	\$ 115,992.00
101.5774.452	RECREATION	\$ 5,638.59		\$ 6,174.90	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 362,899.22		\$ 21,671,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -		\$ 4,363,469.00
FUND 205	CDBG		\$ -		\$ 107,900.00
FUND 206	CEMETERY		\$ 2,868.86	\$ 11,914.83	\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -		\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -		\$ 256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -		\$ 19,500.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -		\$ 650,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 8,953.00	\$ 8,953.00	\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -		\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -		\$ -
FUND 238	STATE RECREATION GRANTS		\$ -		\$ 1,285,000.00
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -		\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -		\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -		\$ 40,000.00
FUND 501	NPUA		\$ 138.07	\$ -	\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ 9,711.57	\$ 16,579.48	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 4,432.76	\$ 19,721.73	\$ 1,329,341.00
FUND 505	SANITATION		\$ 197.69	\$ 197.69	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 161.75	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ 96.66			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ -	\$ 1,356,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,358.92		\$ 5,113.45	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 1,455.58		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 5,329.93	\$ 6,971.84	\$ 477,260.00
FUND 509	MIS		\$ 2,078.00	\$ 14,999.25	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 1,366.48	\$ 9,502.89	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ 1,989.10	\$ 4,012.27	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -		\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -		\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -		\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 16,036.00	\$ 477,395.00
FUND 575	HOUSING		\$ 11,317.42	\$ 60,943.46	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 20,216.28	\$ 105,149.00	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -		\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -		\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -		\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -		\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -		\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 432,953.96	\$ 665,626.84	\$ 65,210,519.05

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

Patrick J. Martinez
Patrick Martinez, City Manager

8/8/2024

Date

Keith Wells 8/6/2024
Finance Department Date

Virginia Tasker
Virginia Tasker, City Treasurer

8-6-24
Date

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 24, 2024**

		7/24/2024	FUND AMT.	24-Jul	23-24 BUDGET
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 82,314.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 236,259.16	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 985.23		\$ 1,215,041.00	\$ 1,652,223.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 3,906.10		\$ 291,877.56	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 4,977.27		\$ 162,143.09	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 353,531.94	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 42,025.37	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 67,784.41	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 3,753,194.23	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 355.82		\$ 300,309.33	\$ 321,201.00
101.2025.424	BULDING & SAFETY	\$ -		\$ 295,009.29	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 172.30		\$ 636,789.83	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 171.38		\$ 710,927.88	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 175,261.15	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 154.46		\$ 218,292.61	\$ 246,913.00
101.5772.452	PARKS	\$ 62.12		\$ 671,247.45	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 50.10		\$ 94,402.49	\$ 115,646.00
101.5774.452	RECREATION	\$ 271.31		\$ 419,932.34	\$ 469,622.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 11,106.09		\$ 11,264,060.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ 471,457.25	\$ 2,462,176.37	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 7,996.30	\$ 258,022.00
FUND 206	CEMETERY		\$ -	\$ 200,978.50	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,035,924.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 139,164.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 222,900.44	\$ 395,464.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 4,952.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 170,078.01	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ 123,058.25	\$ 1,450,684.85	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 6,727.69	\$ 202,153.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 188,880.69	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 2,490,390.95	\$ 2,660,851.00
FUND 502	WATER DEPARTMENT		\$ 202.39	\$ 1,820,995.95	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 133.96	\$ 1,211,034.78	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 1,555,993.71	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,019,716.38	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 155,969.87		\$ 1,188,240.76	\$ 1,509,547.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 375,226.14	\$ 422,685.00
FUND 507	GOLF FUND TOTAL		\$ 155,969.87		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 402,631.85	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 252,460.62	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 1,689.29	\$ 231,204.89	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 234,395.09	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 98,793.77	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 19,105.35	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 768,353.65	\$ 808,479.00
FUND 575	HOUSING		\$ 1,345.27	\$ 1,258,547.04	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ 1,378.17	\$ 11,349,907.40	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 100,972.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 6,389,497.25	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 119,026.25	\$ 240,447.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 26,055.78	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 1,428.15	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 766,340.54	\$ 46,691,095.15	\$ 58,516,413.05

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

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

Not Will 8/6/2024
Finance Department Date

Virginia Tasker, City Treasurer Date

PROGRAM: GM348U
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21624	3709	00	ADRIAN CHAVEZ	07/24/2024	50.00	.00
21625	3688	00	ALBERT PONCE	07/24/2024	50.00	.00
21626	4084	00	ANTHONY GIERSCH	07/24/2024	50.00	.00
21627	1	00	AUTUMN S KASKA	07/24/2024	138.02	.00
21628	3897	00	BENEBLOC, LLC	07/24/2024	299.22	.00
21629	4022	00	BENEFIT COORDINATORS CORPORATION	07/24/2024	3,300.60	.00
21630	3808	00	HATZ, BERNARD	07/24/2024	50.00	.00
21631	7	00	BORDER STATES INDUSTRIES, INC.	07/24/2024	68.52	.00
21632	3870	00	BRYAN HICKSTEIN	07/24/2024	50.00	.00
21633	3275	00	CALIFORNIA STATE DISB.UNIT	07/24/2024	255.23	.00
21634	4126	00	CASE BRUFFETT	07/24/2024	50.00	.00
21635	2931	00	DALE JONES	07/24/2024	50.00	.00
21636	2934	00	DANA KEPNER COMPANY INC.	07/24/2024	197.60	.00
21637	3000	00	DON MCCONE	07/24/2024	2,182.00	.00
21638	4088	00	DYLAN HEYRICK	07/24/2024	50.00	.00
21639	227	01	FRANCHISE TAX BOARD	07/24/2024	395.64	.00
21640	322	00	FRANK VALENZUELA JR.	07/24/2024	50.00	.00
21641	1296	00	FRONTIER	07/24/2024	3,239.90	.00
21642	1305	00	GREAT WEST LIFE	07/24/2024	6,196.00	.00
21643	3634	00	GREAT-WEST LIFE & ANNUITY	07/24/2024	1,061.01	.00
21644	3451	00	GREENS ELECTRIC, LLC	07/24/2024	1,309.65	.00
21645	3445	00	HUMANE SOCIETY MOHAVE COUNTY	07/24/2024	685.00	.00
21646	4000	00	JARROD DELEON	07/24/2024	293.90	.00
21647	2879	00	JENNIFER VALENZUELA	07/24/2024	663.57	.00
21648	638	00	JESSE FRAGOSO	07/24/2024	50.00	.00
21649	325	00	JIM WILLIS	07/24/2024	50.00	.00
21650	2222	00	JUSTIN SCOTT	07/24/2024	50.00	.00
21651	4070	00	KATHY RAASCH	07/24/2024	280.27	.00
21652	3512	00	KIMBERLY KRASINSKI	07/24/2024	50.00	.00
21653	4140	00	LORENCE DELEON	07/24/2024	50.00	.00
21654	3998	00	MICHAEL BAKER INTERNATIONAL, INC	07/24/2024	4,747.00	.00
21655	3889	00	MICHAEL WILLIS	07/24/2024	50.00	.00
21656	3767	00	PATRICK MARTINEZ	07/24/2024	50.00	.00
21657	3654	00	RAINIE TORRANCE	07/24/2024	50.00	.00
21658	3953	00	RONNY SOMMERS	07/24/2024	50.00	.00
21659	4058	00	S-NET COMMUNICATIONS INC.	07/24/2024	1,689.29	.00
21660	1115	00	SAN BER. COUNTY SHERIFF'S DEPT	07/24/2024	309,182.00	.00
21661	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/24/2024	1,193.00	.00
21662	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/24/2024	335.13	.00
21663	3242	00	SDRMA	07/24/2024	94,209.98	.00
21664	4172	00	SUPERB ENGINEERING, INC	07/24/2024	155,772.27	.00
21665	3851	00	SY FOLEY	07/24/2024	50.00	.00
21666	3622	00	TAYLOR MILLER	07/24/2024	50.00	.00
21667	2744	00	THOMAS DELEON	07/24/2024	50.00	.00
21668	4139	00	THREE PEAKS CORP	07/24/2024	594,515.50	.00
21669	2817	00	TONY RUBALCABA	07/24/2024	50.00	.00
21670	3695	00	VINCE GARZA	07/24/2024	50.00	.00
21671	4133	00	WELLS FARGO (ACCT # 1013)	07/24/2024	344.52	.00
21672	4130	00	WELLS FARGO (ACCT # 1203)	07/24/2024	2,796.90	.00
21673	4127	00	WELLS FARGO (ACCT # 1732)	07/24/2024	1,573.29	.00
21674	4129	00	WELLS FARGO (ACCT # 2756)	07/24/2024	3,299.00	.00

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21675	4149	00	WELLS FARGO (ACCT # 3439)	07/24/2024	228.95	.00
21676	4134	00	WELLS FARGO (ACCT # 5148)	07/24/2024	2,680.07	.00
21677	4128	00	WELLS FARGO (ACCT # 5585)	07/24/2024	344.26	.00
21678	4132	00	WELLS FARGO (ACCT # 5775)	07/24/2024	19.99	.00
21679	4131	00	WELLS FARGO (ACCT # 6047)	07/24/2024	499.26	.00
21680	4116	00	WELLS FARGO (ACCT# 0806)	07/24/2024	1,229.92	.00
21681	4115	00	WELLS FARGO (ACCT# 3866)	07/24/2024	187.62	.00
21682	4187	00	WILLIAM GUZMAN JR.	07/24/2024	50.00	.00
21683	1023	00	XEROX	07/24/2024	27.42	.00
21684	3828	00	3D-NETWORKS LLC	07/24/2024	2,653.00	.00

NUMBER OF CHECKS

61

GRAND TOTAL

1,199,294.50

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21624	3709	ADRIAN CHAVEZ	003584		07/24/2024	101-2030-423.52-10	50.00 50.00 *	50.00
21625	3688	ALBERT PONCE	003593		07/24/2024	502-4710-471.52-10	50.00 50.00 *	50.00
21626	4084	ANTHONY GEIRSCH	003611 003612		07/24/2024 07/24/2024	580-4750-473.52-10 502-4710-471.52-10	25.00 25.00 50.00 *	50.00
21627	1	AUTUMN S KASKA	000316		07/24/2024	501-0000-211.00-00	138.02 138.02 *	138.02
21628	3897	BENEBLOC LLC	000318 000318 000318		07/24/2024 07/24/2024 07/24/2024	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
21629	4022	BENEFIT COORDINATORS CORP	000318 000318 000318 000318 000318 000318 000318 000318 000318 000318 000318		07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1040-417.24-10 101-1070-410.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 206-5771-452.24-10 502-4710-471.24-10 503-4720-475.24-10 506-4713-477.24-10 508-4810-478.24-10 511-3020-432.24-10 575-5555-485.24-10 575-5555-485.24-15 580-4750-473.24-10	72.49 183.98 150.28 77.90 33.70 33.70 265.20 198.34 26.52 271.94 44.20 167.96 122.43 289.18 139.67 39.78 189.50 60.22 176.80 122.10 634.71 3,300.60 *	3,300.60
21630	3808	BERNARD J. HATZ	003613		07/24/2024	101-2030-423.52-10	50.00 50.00 *	50.00
21631	7	BORDER STATES INDUSTRIES,	008162		07/24/2024	580-4750-473.60-55	68.52 68.52 *	68.52
21632	3870	BRYAN HICKSTEIN	003590		07/24/2024	502-4710-471.52-10	50.00 50.00 *	50.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21633	3275	CALIFORNIA STATE DISB.UNI	000318		07/24/2024	575-0000-209.03-01	255.23 255.23 *	255.23
21634	4126	CASE BRUFFETT	003594		07/24/2024	575-5555-485.52-10	50.00 50.00 *	50.00
21635	2931	DALE JONES	003599		07/24/2024	101-1030-414.52-10	50.00 50.00 *	50.00
21636	2934	DANA KEPNER COMPANY INC.	008149		07/24/2024	507-5761-453.72-07	197.60 197.60 *	197.60
21637	3000	DON MCCONE	000323		07/24/2024	575-5555-485.69-51	2,182.00 2,182.00 *	2,182.00
21638	4088	DYLAN HETRICK	003614		07/24/2024	580-4750-473.52-10	50.00 50.00 *	50.00
21639	227	FRANCHISE TAX BOARD	000354		07/24/2024	101-0000-209.03-01	395.64 395.64 *	395.64
21640	322	FRANK VALENZUELA JR.	003597		07/24/2024	502-4710-471.52-10	50.00 50.00 *	50.00
21641	1296	FRONTIER	000259 000260 000303 000304 000305 000306 000307 000308 000309 000310 000311 000312 000313		07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024	101-5772-452.52-10 510-4410-405.52-10 101-5774-452.52-10 502-4710-471.52-10 503-4720-475.52-10 503-4720-475.52-10 507-5761-453.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 580-4750-473.52-10 580-4750-473.52-10	127.03 106.47 22.62- 346.45 383.55 378.17 96.66 112.69 242.87 272.12 632.33 398.98 165.20 3,239.90 *	255.23 255.23 50.00 50.00 50.00 197.60 197.60 2,182.00 2,182.00 50.00 50.00 395.64 395.64 50.00 50.00 3,239.90
21642	1305	GREAT WEST LIFE & ANNUITY	000315 000315 000315 000339 000339 000353 000353 000353		07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01	3,662.00 2,435.00 2,149.00 3,662.00- 435.00- 2,149.00- 3,612.00 435.00 2,149.00 6,196.00 *	255.23 255.23 50.00 50.00 50.00 197.60 197.60 2,182.00 2,182.00 50.00 50.00 395.64 395.64 50.00 50.00 3,239.90

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21658	3953	RONNY SOMMERS	003596		07/24/2024	502-4710-471.52-10	50.00 *	50.00
21659	4058	S-NET COMMUNICATIONS INC.	008152		07/24/2024	510-4410-405.52-10	1,689.29 *	1,689.29
21660	1115	SAN BER. COUNTY SHERIFF'S	000201		07/24/2024	101-2010-421.31-80	300,229.00	
			000202		07/24/2024	225-2010-421.31-80	8,953.00	
							309,182.00 *	309,182.00
21661	1199	SBPEA TEAMSTERS LOCAL 193	000316		07/24/2024	101-0000-209.03-01	584.98	
			000316		07/24/2024	502-0000-209.03-01	165.57	
			000316		07/24/2024	503-0000-209.03-01	35.26	
			000316		07/24/2024	508-0000-209.03-01	78.43	
			000316		07/24/2024	511-0000-209.03-01	36.36	
			000316		07/24/2024	580-0000-209.03-01	250.97	
			000316		07/24/2024	575-0000-209.03-01	50.68	
			000339		07/24/2024	101-0000-209.03-01	584.98	
			000340		07/24/2024	502-0000-209.03-01	165.57	
			000340		07/24/2024	503-0000-209.03-01	35.26	
			000340		07/24/2024	508-0000-209.03-01	78.43	
			000340		07/24/2024	511-0000-209.03-01	36.36	
			000340		07/24/2024	580-0000-209.03-01	250.97	
			000353		07/24/2024	575-0000-209.03-01	50.68	
			000353		07/24/2024	101-0000-209.03-01	584.98	
			000353		07/24/2024	502-0000-209.03-01	165.57	
			000353		07/24/2024	503-0000-209.03-01	35.26	
			000353		07/24/2024	508-0000-209.03-01	69.18	
			000353		07/24/2024	511-0000-209.03-01	36.36	
			000353		07/24/2024	580-0000-209.03-01	250.97	
			000353		07/24/2024	575-0000-209.03-01	50.68	
							1,193.00 *	1,193.00
21662	1199	SBPEA TEAMSTERS LOCAL 193	000316		07/24/2024	101-0000-209.03-01	176.09	
			000317		07/24/2024	502-0000-209.03-01	53.02	
			000317		07/24/2024	575-0000-209.03-01	39.37	
			000317		07/24/2024	580-0000-209.03-01	66.65	
							335.13 *	335.13
21663	3242	SPECIAL DISTRICT RISK	000315		07/24/2024	101-1020-413.24-10	1,672.36	
			000315		07/24/2024	101-1025-415.24-10	5,752.64	
			000315		07/24/2024	101-1030-414.24-10	2,599.97	
			000315		07/24/2024	101-1040-417.24-10	1,927.93	
			000315		07/24/2024	101-1070-410.24-10	769.76	
			000315		07/24/2024	101-2025-424.24-10	3,468.07	
			000315		07/24/2024	101-2030-423.24-10	5,636.28	
			000315		07/24/2024	101-3010-431.24-10	4,625.35	
			000315		07/24/2024	101-4730-472.24-10	311.48	
			000315		07/24/2024	101-5772-452.24-10	6,883.21	
			000315		07/24/2024	101-5773-452.24-10	778.68	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21663	3242	SPECIAL DISTRICT RISK	000315		07/24/2024	101-5774-452.24-10	4,159.96	
			000315		07/24/2024	101-0000-209.03-01	11,577.74	
			000315		07/24/2024	206-5771-452.24-10	2,019.09	
			000315		07/24/2024	206-0000-209.03-01	727.34	
			000315		07/24/2024	502-4710-471.24-10	5,919.88	
			000315		07/24/2024	502-0000-209.03-01	1,811.84	
			000315		07/24/2024	503-4720-475.24-10	2,446.09	
			000315		07/24/2024	503-0000-209.03-01	807.62	
			000315		07/24/2024	506-4713-477.24-10	101.98	
			000315		07/24/2024	506-0000-209.03-01	35.94	
			000315		07/24/2024	507-5762-454.24-10	1,065.02	
			000315		07/24/2024	508-4810-478.24-10	3,866.29	
			000315		07/24/2024	508-0000-209.03-01	1,154.96	
			000315		07/24/2024	511-3020-432.24-10	1,381.60	
			000315		07/24/2024	511-0000-209.03-01	510.92	
			000315		07/24/2024	575-5555-485.24-10	3,188.71	
			000315		07/24/2024	575-5555-485.24-15	1,919.01	
			000315		07/24/2024	575-0000-209.03-01	1,762.38	
			000315		07/24/2024	580-4750-473.24-10	10,706.04	
			000315		07/24/2024	580-0000-209.03-01	4,621.84	
							94,209.98	94,209.98
21664	4172	SUPERB ENGINEERING, INC	PI0012	024099	07/24/2024	507-5761-453.72-07	90,441.73	
			PI0014	024099	07/24/2024	507-5761-453.72-07	90,441.73	
			PI0015	024099	07/24/2024	507-5761-453.72-07	155,772.27	
							155,772.27	155,772.27
21665	3851	SY FOLEY	003587		07/24/2024	503-4720-475.52-10	50.00	
							50.00	50.00
21666	3622	TAYLOR MILLER	003591		07/24/2024	502-4710-471.52-10	50.00	
							50.00	50.00
21667	2744	THOMAS DELEON	003586		07/24/2024	580-4750-473.52-10	50.00	
							50.00	50.00
21668	4139	THREE PEAKS CORP	PI0001	024047	07/24/2024	102-5772-452.72-18	2,019.53	
			PI0002	024047	07/24/2024	102-5772-452.72-18	469,437.72	
			PI0008	024048	07/24/2024	238-5772-452.72-18	41,429.50	
			PI0009	024048	07/24/2024	238-5772-452.72-18	81,628.75	
							594,515.50	594,515.50
21669	2817	TONY RUBALCABA	003600		07/24/2024	101-2020-423.52-10	50.00	
							50.00	50.00
21670	3695	VINCE GARZA	003589		07/24/2024	580-4750-473.52-10	50.00	
							50.00	50.00
21671	4133	WELLS FARGO (ACCT # 1013)	008193		07/24/2024	101-5770-452.43-02	154.46	
			008194		07/24/2024	101-5772-452.61-06	50.10	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21680	4116	WELLS FARGO (ACCT# 0806)	008186 008187 000287		07/24/2024 07/24/2024 07/24/2024	575-5555-485.61-29 575-5555-485.43-02 575-5555-485.61-29	22.66 406.77 26.40 1,229.92 *	1,229.92
21681	4115	WELLS FARGO (ACCT# 3866)	008188 008189 000288 000288		07/24/2024 07/24/2024 07/24/2024 07/24/2024	575-5555-485.61-01 575-5555-485.31-90 575-5555-485.31-90 575-5555-485.61-01	93.71 28.05 19.99 45.87 187.62 *	187.62
21682	4187	WILLIAM GUZMAN JR.	007760		07/24/2024	101-2025-424.52-10	50.00 50.00 *	50.00
21683	1023	XEROX	000223		07/24/2024	101-2025-424.70-01	27.42 27.42 *	27.42
21684	3828	3D-NETWORKS LLC	000242 000243 000244 000245 000246 000247		07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024 07/24/2024	101-1030-414.61-31 502-4710-471.31-90 503-4720-475.31-90 580-4750-473.31-90 509-4910-479.31-53 509-4910-479.31-90	143.75 143.75 143.75 143.75 475.00 1,603.00 2,653.00 *	2,653.00
BANK/CHECK TOTAL							1,199,294.50	1,199,294.50
ALL BANKS/CHECKS TOTAL							1,199,294.50	1,199,294.50

FUND 575 HOUSING		ACCOUNT NO		** CHECK/PAYMENT **		**** VOUCHER ****		DISBURSEMENT		VENDOR	
BANK DESCRIPTION		NO		DATE		NO		AMOUNT		REFERENCE	

04 WELLS FARGO BANK - CITY GENERAL CHECKING											
575-5555-485.31-90		21681		7/24/2024		008189		7/11/2024		0004115 WELLS FARGO (ACCT# 3866)	
575-5555-485.31-90		21675		7/24/2024		008190		7/11/2024		0004149 WELLS FARGO (ACCT # 3439)	
						ACCOUNT TOTAL		48.04		*	
575-5555-485.43-02		21680		7/24/2024		008187		7/11/2024		0004116 WELLS FARGO (ACCT# 0806)	
						ACCOUNT TOTAL		406.77		*	
575-5555-485.61-01		21681		7/24/2024		008188		7/11/2024		0004115 WELLS FARGO (ACCT# 3866)	
						ACCOUNT TOTAL		93.71		*	
575-5555-485.61-29		21680		7/24/2024		008186		7/11/2024		0004116 WELLS FARGO (ACCT# 0806)	
						ACCOUNT TOTAL		22.66		*	
575-5555-485.62-00		21680		7/24/2024		008185		7/11/2024		0004116 WELLS FARGO (ACCT# 0806)	
						ACCOUNT TOTAL		36.48		*	
575-5555-485.72-17		21680		7/24/2024		008184		7/11/2024		0004116 WELLS FARGO (ACCT# 0806)	
						ACCOUNT TOTAL		737.61		*	
						ACCOUNT TOTAL		737.61		*	
						ACCOUNT TOTAL		1,345.27		**	
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						ACCOUNT TOTAL					

FUND 575 HOUSING		DEPT/DIV 5555 HOUSING/HOUSING		*****CURRENT***** YEAR-TO-DATE*****				*****			
BA ELE OBJ	ACCOUNT	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
SUB SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
48	HOUSING	11312	10322.80	91	135678	126077.39	93	.00	135678	9600.61	93
485	HOUSING	0	.00	0	0	57802.35	0	.00	0	57802.35	0
10	*SALARIES-ADMIN	8965	9922.28	111	107470	101744.50	95	.00	107470	5725.50	95
11	*SALARY REIMBURSEMENT	716	.00	0	5000	1621.62	32	.00	5000	3378.38	32
15	*SALARIES-MAINT	323	71.94	22	3755	1227.82	33	.00	3755	2527.18	33
20	*OVERTIME-ADMIN	875	650.09	74	10379	8288.43	80	.00	10379	2090.57	80
25	*OVERTIME-MAINT	709	669.98	95	8508	6920.49	81	.00	8508	1587.51	81
23	*FICA SOC SEC/MCARE-ADMIN	3923	3545.26	90	47054	46065.38	98	.00	47054	988.62	98
15	*FICA SOC SEC/MCARE-MAINT	7577	2155.52	28	24054	23747.82	99	.00	24054	306.18	99
24	*GROUP INSURANCE-ADMIN	4094	.00	0	4858	4858.19	100	.00	4858	.19	100
15	*GROUP INSURANCE-MAINT	872	725.20	83	10420	8911.86	86	.00	10420	1508.14	86
30	*WORKERS' COMPENSATION	583	561.92	96	6985	6229.22	89	.00	6985	755.78	89
25	*PERS/RETIREMENT-ADMIN	30	.00	0	300	300.00	100	.00	300	.00	100
15	*PERS/RETIREMENT-MAINT	249	.00	0	2575	2575.00	100	.00	2575	.00	100
31	*MEDICAL EXAMS	2250	1706.00	76	19500	15702.00	81	.00	19500	3798.00	81
40	EDUCATIONAL TRAINING	2837	4163.00	147	24000	22953.40	96	.00	24000	1046.60	96
49	*AUDIT FEES - GENERAL	3740	972.04	26	15800	12373.95	78	.00	15800	3426.05	78
50	*LEGAL FEES-HOUSING	424	906.06	214	5000	5550.81	111	.00	5000	550.81	111
90	OTHER PROFESSIONAL SVS.	7893	4040.14	51	45287	45211.52	100	.00	45287	75.48	100
41	ELECTRIC UTILITIES	13221	5449.89	41	56632	56700.86	100	.00	56632	68.86	100
20	WATER UTILITIES	168	162.24	97	950	931.66	98	.00	950	18.34	98
30	SEWER/TRASH UTILITIES	3254	9764.26	300	82500	69358.05	84	.00	82500	13141.95	84
50	GAS UTILITIES	460	.00	0	750	376.15	50	.00	750	373.85	50
43	BUILDING MAINT/REPAIR	800	.00	0	900	649.89	72	.00	900	250.11	72
03	VEHICLE MAINT/REPAIR	1886	.00	0	4653	4653.00	100	.00	4653	.00	100
40	SECURITY MONITORING	3021	.00	0	8460	8460.00	100	.00	8460	.00	100
51	*LIABILITY INSURANCE	38	416.26	1095	4500	4814.42	107	.00	4500	314.42	107
15	*PROPERTY INSURANCE	44	76.80	175	450	337.13	75	.00	450	112.87	75
52	TELEPHONE	186	50.14	27	1300	1178.40	91	.00	1300	121.60	91
20	POSTAGE	623	.00	0	2500	2363.78	95	.00	2500	136.22	95
53	ADVERTISING	127	28.05	22	4000	3868.23	97	.00	4000	131.77	97
55	TRAVEL PER DIEM	3125	.00	0	0	.00	0	.00	0	.00	0
56	DUES AND MEMBERSHIP	309	.00	0	200	173.39	87	.00	200	26.61	87
59	COURT COSTS-EVICTIONS	5024	.00	0	4986	4937.78	99	.00	4986	48.22	99
37	COURT COSTS-EVICTIONS	716	336.29	47	5250	5497.24	105	.00	5250	247.24	105
60	BOOTS	174	52.77	30	450	419.54	93	.00	450	30.46	93
61	OFFICE SUPPLIES	13216	15449.50	117	26432	23543.25	89	.00	26432	2888.75	89
04	UNIFORMS	251	10523.66	4193	2200	12590.19	572	.00	2200	10390.19	572
09	SOFTWARE SUBSCRIPTIONS	190	224.21	118	1200	1236.25	103	.00	1200	36.25	103
29	MISCELLANEOUS	45	.00	0	625	166.60	27	.00	625	458.40	27
62	VEHICLE FUEL	12087	12442.00	103	145000	140917.00	97	.00	145000	4083.00	97
69	BANK FEES & ADP FEES	3680	.00	0	0	.00	0	.00	0	.00	0
51	SEC 8 HAP PAYMENTS	2000	.00	0	24000	57802.35	241	.00	24000	33802.35	241
52	HAP PORT IN	33696	7330.69	22	477808	484731.21	101	.00	477808	6923.21	101
53	SEC 8 OVERHEAD ALLOCATION	91701	99306.99	108	1322653	1258547.04	95	.00	1322653	64105.96	95
72	CAPITAL EQUIPMENT										
17	*****										
**	*****										

FUND 575 HOUSING		DEPT/DIV 5555 HOUSING/HOUSING		*****YEAR-TO-DATE*****				ANNUAL		UNENCUMB.		% BDGT
BA	ELE OBJ	ACCOUNT		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	BALANCE		
SUB	SUB	DESCRIPTION		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP			
48		HOUSING										
485	00	*****										
485	**	** HOUSING										
48	**	** HOUSING										
DIV	5555	TOTAL *****										
		HOUSING										
DEPT	55	TOTAL *****										
		HOUSING										
FUND	575	TOTAL *****										
		HOUSING										

FUND 575 HOUSING

BANK DESCRIPTION	ACCOUNT NO	** CHECK/PAYMENT ** NO DATE	**** VOUCHER **** NO DATE	DISBURSEMENT AMOUNT	VENDOR REFERENCE
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04 WELLS FARGO BANK - CITY GENERAL CHECKING

575-0000-209.03-01	21663	7/24/2024	000315	7/05/2024	1,762.38	0003242 SPECIAL DISTRICT RISK
575-0000-209.03-01	21661	7/24/2024	000316	7/26/2024	50.68	0001199 SBPEA TEAMSTERS LOCAL 193
575-0000-209.03-01	21662	7/24/2024	000317	7/26/2024	39.37	0001199 SBPEA TEAMSTERS LOC GRP-1
575-0000-209.03-01	21633	7/24/2024	000318	7/26/2024	255.23	0003275 CALIFORNIA STATE DISB.UNI
575-0000-209.03-01	21661	7/24/2024	000340	7/26/2024	50.68	0001199 SBPEA TEAMSTERS LOCAL 193
575-0000-209.03-01	21661	7/24/2024	000353	7/26/2024	50.68	0001199 SBPEA TEAMSTERS LOCAL 193
ACCOUNT TOTAL					2,107.66	*
575-5555-485.24-10	21663	7/24/2024	000315	7/05/2024	3,188.71	0003242 SPECIAL DISTRICT RISK
575-5555-485.24-10	21629	7/24/2024	000318	7/01/2024	176.80	0004022 BENEFIT COORDINATORS CORP
ACCOUNT TOTAL					3,365.51	*
575-5555-485.24-15	21663	7/24/2024	000315	7/05/2024	1,919.01	0003242 SPECIAL DISTRICT RISK
575-5555-485.24-15	21629	7/24/2024	000318	7/01/2024	122.10	0004022 BENEFIT COORDINATORS CORP
ACCOUNT TOTAL					2,041.11	*
575-5555-485.31-90	21681	7/24/2024	000288	7/11/2024	19.99	0004115 WELLS FARGO (ACCT# 3866)
ACCOUNT TOTAL					19.99	*
575-5555-485.43-02	21673	7/24/2024	000288	7/12/2024	1,219.97	0004127 WELLS FARGO (ACCT # 1732)
ACCOUNT TOTAL					1,219.97	*
575-5555-485.52-10	21634	7/24/2024	003594	7/26/2024	50.00	0004126 CASE BRUFFETT
575-5555-485.52-10	21653	7/24/2024	003615	7/26/2024	50.00	0004140 LORENCE DELEON
ACCOUNT TOTAL					100.00	*
575-5555-485.52-20	21675	7/24/2024	000288	7/11/2024	208.96	0004149 WELLS FARGO (ACCT # 3439)
ACCOUNT TOTAL					208.96	*
575-5555-485.61-01	21681	7/24/2024	000288	7/11/2024	45.87	0004115 WELLS FARGO (ACCT# 3866)
ACCOUNT TOTAL					45.87	*
575-5555-485.61-29	21680	7/24/2024	000287	7/11/2024	26.40	0004116 WELLS FARGO (ACCT# 0806)
ACCOUNT TOTAL					26.40	*
575-5555-485.69-51	21637	7/24/2024	000323	7/01/2024	2,182.00	0003000 DON MCCONE
ACCOUNT TOTAL					2,182.00	*

FUND 575 HOUSING
 BANK DESCRIPTION

ACCOUNT NO
 ** CHECK/PAYMENT **
 NO DATE

**** VOUCHER ****
 NO DATE

DISBURSEMENT
 AMOUNT

VENDOR
 REFERENCE

04 WELLS FARGO BANK - CITY GENERAL CHECKING

WELLS FARGO BANK - CITY GENERAL CHECKING TOTAL 11,317.47 **
 TOTAL DUE FROM THIS FUND FOR THIS PERIOD 11,317.47 ***

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 12, 2024**

		7/12/2024	FUND AMT.	12-Jul	24-25
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -			\$ 90,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 26.00	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 78.00	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 5,612.50	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 2,426.50	\$ 326,356.00
101.1040.417	ENGINEERING	\$ -		\$ 151.50	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -			\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ -			\$ 80,551.00
101.2010.421	SHERIFF	\$ -		\$ 47.98	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 3,081.40	\$ 283,098.00
101.2025.424	BUILDING & SAFETY	\$ -		\$ 2,426.50	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 2,496.50	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 693.22	\$ 744,745.00
101.4730.472	SANITATION	\$ -		\$ 4,039.00	\$ 143,822.00
101.5770.452	AQUATICS	\$ -			\$ 249,282.00
101.5772.452	PARKS	\$ -		\$ 239.89	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 60.00	\$ 115,992.00
101.5774.452	RECREATION	\$ -		\$ 39.00	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ -		\$ 21,671,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -		\$ 4,363,469.00
FUND 205	CDBG		\$ -		\$ 107,900.00
FUND 206	CEMETERY		\$ -	\$ 59.95	\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -		\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -		\$ 256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -		\$ 19,500.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -		\$ 650,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -		\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -		\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -		\$ -
FUND 238	STATE RECREATION GRANTS		\$ -		\$ 1,285,000.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -		\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -		\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -		\$ 40,000.00
FUND 501	NPUA		\$ -		\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,160.53	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 6,483.00	\$ 7,352.16	\$ 1,329,341.00
FUND 505	SANITATION		\$ -	\$ 13.00	\$ 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	\$ -		\$ 772.76	\$ 1,356,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 1,010.22	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 6,971.84	\$ 477,260.00
FUND 509	MIS		\$ -	\$ 12,921.25	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 398.18	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 1,722.16	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -		\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -		\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -		\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 17,286.00	\$ 477,395.00
FUND 575	HOUSING		\$ -	\$ 39,479.37	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ -	\$ 90,218.66	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -		\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -		\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -		\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -		\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -		\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 6,483.00	\$ 200,784.07	\$ 65,210,519.05

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

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

K. M. Hall 7/17/24
Finance Department Date

Virginia Tasker 7-16-24
Virginia Tasker, City Treasurer Date

PREPARED 07/12/2024, 11:26:29
PROGRAM: GM346L
CITY OF NEEDLES

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
21623	2900	EXTREME IRON WELDING	000151		07/12/2024	503-4720-475.43-02	6,483.00 6,483.00 *	6,483.00
BANK/CHECK TOTAL							6,483.00	6,483.00
ALL BANKS/CHECKS TOTAL							6,483.00	6,483.00

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 06, 2024**

		8/6/2024	FUND AMT.	6-Aug	24-25
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -			\$ 90,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 11,878.44	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 34,218.16	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 18,163.58	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 8,763.18	\$ 326,356.00
101.1040.417	ENGINEERING	\$ -		\$ 19,563.59	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 2,000.00	\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ -		\$ 5,419.40	\$ 80,551.00
101.2010.421	SHERIFF	\$ -		\$ 301,086.76	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 22,473.89	\$ 283,098.00
101.2025.424	BULDING & SAFETY	\$ -		\$ 18,852.17	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 34,537.26	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 36,967.05	\$ 744,745.00
101.4730.472	SANITATION	\$ -		\$ 8,921.39	\$ 143,822.00
101.5770.452.	AQUATICS	\$ -		\$ 37,890.97	\$ 249,282.00
101.5772.452	PARKS	\$ -		\$ 49,743.58	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 8,252.11	\$ 115,992.00
101.5774.452	RECREATION	\$ -		\$ 29,091.51	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ -		\$ 21,671,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -		\$ 4,363,469.00
FUND 205	CDBG		\$ -		\$ 107,900.00
FUND 206	CEMETERY		\$ -	\$ 19,475.18	\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -		\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -		\$ 256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -		\$ 19,500.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -		\$ 650,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 8,953.00	\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -		\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -		\$ -
FUND 238	STATE RECREATION GRANTS		\$ -		\$ 1,285,000.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -		\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -		\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -		\$ 40,000.00
FUND 501	NPUA		\$ -	\$ 237.95	\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 88,854.60	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 43,857.44	\$ 1,329,341.00
FUND 505	SANITATION		\$ -	\$ 197.69	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 161.75	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ -	\$ 1,356,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 5,113.45	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 28,137.86	\$ 477,260.00
FUND 509	MIS		\$ -	\$ 20,003.22	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 12,302.31	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 18,773.24	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -		\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -		\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -		\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 16,036.00	\$ 477,395.00
FUND 575	HOUSING		\$ 15,624.00	\$ 113,213.20	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ -	\$ 255,868.41	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -		\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -		\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -		\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -		\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -		\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 15,624.00	\$ 1,279,008.34	\$ 65,210,519.05

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

Patrick J. Martinez 8/8/2024
Patrick Martinez, City Manager Date

Virginia Tasker 8-6-24
Virginia Tasker, City Treasurer Date

W. M. M. M. 8/6/2024
Finance Department Date

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
21768	4179	00	ANA M. JOHNSON	08/06/2024	900.00	.00
21769	4112	00	AFOMIX, LLC	08/06/2024	860.00	.00
21770	4194	00	AVA GROUP LLC	08/06/2024	2,367.00	.00
21771	4102	00	CHARLOTTE SCHROEDER	08/06/2024	4,715.00	.00
21772	3000	00	DON MCCONE	08/06/2024	1,883.00	.00
21773	4109	00	HAROLD LAD RASPLICKA 2000 FAM TRUST	08/06/2024	324.00	.00
21774	4103	00	HELEN ELROD	08/06/2024	494.00	.00
21775	4106	00	HENRY BAGHDADY	08/06/2024	1,173.00	.00
21776	4183	00	LATIARRA HAAR	08/06/2024	279.00	.00
21777	4104	00	RIVER GARDENS LLC	08/06/2024	1,478.00	.00
21778	4108	00	RIVER PALMS APTS LLC	08/06/2024	670.00	.00
21779	4107	00	SYLVIA POLEN	08/06/2024	481.00	.00

NUMBER OF CHECKS

12

GRAND TOTAL

15,624.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
21768	4179	ANA M. JOHNSON	000470		08/06/2024	575-5555-485.69-51	900.00 900.00 *	900.00
21769	4112	APOMIX, LLC	000468 000469		08/06/2024 08/06/2024	575-5555-485.69-51 575-5555-485.69-51	499.00 361.00 860.00 *	860.00
21770	4194	AVA GROUP LLC	000447 000448 000471 000472		08/06/2024 08/06/2024 08/06/2024 08/06/2024	575-5555-485.69-58 575-5555-485.69-58 575-5555-485.69-58 575-5555-485.69-58	232.00 204.00 1,027.00 904.00 2,367.00 *	2,367.00
21771	4102	CHARLOTTE SCHROEDER	000450 000451 000452 000453 000454		08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024	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	473.00 1,460.00 776.00 1,049.00 957.00 4,715.00 *	4,715.00
21772	3000	DON MCCONE	000465 000466		08/06/2024 08/06/2024	575-5555-485.69-51 575-5555-485.69-51	822.00 1,061.00 1,883.00 *	1,883.00
21773	4109	HAROLD LAD RASPLICKA 2000	000467		08/06/2024	575-5555-485.69-51	324.00 324.00 *	324.00
21774	4103	HELEN ELROD	000462		08/06/2024	575-5555-485.69-51	494.00 494.00 *	494.00
21775	4106	HENRY BAGHDADY	000459 000460 000461		08/06/2024 08/06/2024 08/06/2024	575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51	442.00 359.00 372.00 1,173.00 *	1,173.00
21776	4183	LATIARRA HAAR	000473		08/06/2024	575-5555-485.69-51	279.00 279.00 *	279.00
21777	4104	RIVER GARDENS LLC	000455 000456 000457 000458		08/06/2024 08/06/2024 08/06/2024 08/06/2024	575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51	375.00 384.00 414.00 305.00 1,478.00 *	1,478.00
21778	4108	RIVER PALMS APTS LLC	000464		08/06/2024	575-5555-485.69-51	670.00 670.00 *	670.00
21779	4107	SYLVIA POLEN	000463		08/06/2024	575-5555-485.69-51	481.00 481.00 *	481.00
BANK/CHECK TOTAL							15,624.00	15,624.00



MINUTES

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
EL GARCES – 950 FRONT STREET, NEEDLES

THE 5:00 P.M. PORTION OF THE CITY COUNCIL MEETING WAS RECESSED BY THE CITY CLERK TO 5:30 P.M.

TUESDAY, JULY 9, 2024
COUNCIL EXECUTIVE SESSION – 5:30 PM
CITY COUNCIL MEETING – 6:00 PM

CALL TO ORDER – Mayor Jernigan called the meeting to order at 5:33 p.m.

ROLL CALL

PRESENT

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

ABSENT – None

Also present City Manager Patrick Martinez, Deputy City Attorney Lena Wade and SBEMP Partner Vee Sotelo via teams, City Clerk Dale Jones, and Assistant City Clerk Candace Clark

RECESSED THE CITY COUNCIL MEETING AND CONVENED A JOINT COUNCIL / NPUA MEETING at 5:34 p.m.

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS - None

RECESSED TO EXECUTIVE SESSION at 5:34 p.m.

EXECUTIVE SESSION

- a. (City Council / NPUA) Conference with legal counsel regarding potential initiation of litigation pursuant to Government Code 54956.9(d)(4). One potential case.

No reportable action

- b. Conference with legal counsel regarding potential litigation pursuant to Government Code Section 54956.9(d)(2).

No reportable action

EXECUTIVE SESSION REPORT - Deputy City Attorney Wade announced there was no reportable action as noted above.

CALL TO ORDER - Mayor Jernigan called the meeting to order at 6:03 p.m.

ROLL CALL

PRESENT

Council Member Ellen Campbell
Council Member Jamie McCorkle
Vice Mayor Kirsten Merritt
Mayor Janet Jernigan
Council Member JoAnne Pogue

Council Member Tona Belt
Council Member Henry Longbrake

ABSENT - None

PLEDGE OF ALLEGIANCE - Led by Mayor Jernigan

INVOCATION - Given by Council Member Campbell

APPROVAL OF AGENDA

Council Member Pogue moved, second by Vice Mayor Merritt, to approve the agenda. Motion carried by the following roll call vote:

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

Noes: None

Absent: None

Abstain: None

CONFLICT OF INTEREST - None

CORRESPONDENCE - None

INTRODUCTIONS - Mayor Jernigan acknowledged former Council Member Zachary Longacre in attendance.

CITY ATTORNEY – None

PUBLIC APPEARANCE

Zachary Longacre spoke about feral cats that are destroying property and urged staff to write an ordinance against feeding them.

Nancy Greenwood stated that the streets and sidewalks are not ADA compliant and are unsafe for those with disabilities; she urged staff to address these issues and warned that she would contact an attorney if nothing is done.

Karrie Brazaski gave an update on the Chamber of Commerce and Visitor Center activities and announced that they are fully staffed and actively recruiting volunteers.

Roxanne Hooten stated that the streets and sidewalks are non ADA compliant and urged the city to address these issues, stating she is unable to visit her sister who lives across the street.

PRESENTATION

PowerPoint presentation given by Michael Bracken of Development Management Group, Inc. Council asked questions and discussion ensued.

PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS - None

NPUA / COUNCIL CONSENT CALENDAR

Member/Vice Mayor Merritt moved, second by Member/Council Member Campbell, to approve consent calendar items 1 through 5. Motion carried by the following roll call vote:

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

Noes: None

Absent: None

Abstain: None

1. Accepted the annual report to the California Energy Commission Power Disclosure Annual Report for the year ending December 31, 2023
2. Approved the 2021 – 2022 Greenhouse Gas Emissions Allowance and Offset Transaction from CP National and Evo Markets dated June 13, 2024
3. Authorized the Purchase from Pres Tech Equipment Company for a 500 Gallon Vacuum Tank Model# PV500-GHO-W-T not to exceed \$91,665.32

4. Approved the Annual Depository Statement and authorized and directed Finance staff to make monthly transfers from NPUA to City accounts to reimburse for the fiscal year 2024-2025 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.
5. Authorized the City Manager to execute the no charge Premium Support Agreement for the first year and Issue a Notice of Completion to Landis & Gyr

END OF NPUA CONSENT CALENDAR

ADJOURNED THE JOINT NPUA/COUNCIL MEETING AND RECONVENED THE COUNCIL MEETING at 6:46 p.m.

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS

Zachary Longacre asked about the paving schedule. City Manager Martinez responded.

COUNCIL CONSENT CALENDAR

Council Member Belt pulled item 10 for discussion. City Manager Martinez gave staff report.

Council Member Campbell moved, second by Council Member Pogue, to approve consent calendar items 6 through 10. Motion carried by the following roll call vote:

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

6. Approved the Warrants Register of June 25 and July 9, 2024
7. Approved the Minutes of June 11, 2024
8. Approved filing of a claim for Local Transportation Fund (LTF) and State Transit Assistance (STA) Funds for the fiscal year 2024-2025
9. Awarded bid to Superior Paving Company, Inc. DBA United Paving Company for the Community Development Block Grant (CDBG) Flip Mendez Parkway Paving Improvements Project in the amount of \$288,472.24 plus 5% contingency for a total project cost of \$302,895.85 and authorized staff to execute a Public Works Agreement with United Paving Co. and move forward with the Notice of Award and Notice to Proceed.
10. Accepted proposal from Tripepi Smith to provide Marketing and Public Affairs Professional Services for a Not to Exceed amount of \$40,000 annually and authorized staff to execute a Professional Services Agreement and Notice of Award for the work.

END OF COUNCIL CONSENT CALENDAR

CITY MANAGER REPORT

City Manager's Updates from June 21 and June 28, 2024 given by City Manager Martinez

COUNCIL REQUESTS

Council Member Campbell spoke about the Bob Belt Beach Park grand opening and stated she was sorry she missed it; applauded city staff and local agencies for responding quickly to the fire on Bush street; asked about looking into building a sound wall seeking funds from CalTrans and indicating it could have prevented the fire; attended a function with medical personnel who praised our City Manager for his quick response to the pharmacy closure; asked staff about code banning the feeding of stray cats; addressed the 15 year street paving projects plan.

Council Member McCorkle thanked all who helped with the fire; commented on the Bob Belt Beach Park video and the current marketing efforts, thanking Michael Bracken for his presentation and efforts to promote the City of Needles.

Vice Mayor Merritt thanked everyone involved in helping with the fire; asked about a report on the sidewalks; encouraged staff to look into an ordinance regarding the stray cats.

Council Member Pogue thanked everyone for their efforts in handling the fire; reported that a member tripped on the sidewalks in front of the Women's Club and they are uneven and unsafe.

Council Member Belt thanked Chamber of Commerce/Visitor Center for the Chamber mixer with Billet Health; thanked city staff for the park improvements; asked about trash clean up at the parks and beaches; reported cars not following the 2 hour parking restriction on front street; praised the city's marketing efforts.

Council Member Longbrake thanked previous council members for their work on park improvements and thanked Rainie Torrance for getting the grants for park improvements; applauded animal control for their catch and release program and addressed the feral cat issue; asked about the Alano Club lease, stating they have nowhere to go; stated he does not like to be interrupted and asked the Mayor to use her gavel in such instances.

Mayor Jernigan reported on her attendance at Dr. Paget's memorial; attended the ribbon cutting at the cannabis laboratory and Billet Health event; commented on the cooling stations; attended the Bob Belt Beach Park grand opening and asked about installing a sign at Manny Morris Park; applauded Adrian Chavez of Code Enforcement for his efforts; requested the Public Utility meetings be on Teams; reported on 1000 brochures that were donated.

ADJOURNMENT - Mayor Jernigan adjourned the meeting at 7:20 pm

ATTEST: _____
Mayor Janet Jernigan

City Clerk Dale Jones, CMC



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: City Council Resolution 2024-31
A Resolution of the City Council of the City of Needles establishing the appropriations subject to limit for fiscal year 2024-2025.

Background: The adoption of this resolution is a requirement of Article XIII B of the Constitution of the State of California, Section 7902 (a). Also known as the Gann Appropriations Limit, it was approved on November 6, 1979, by California voters. Under the Gann Limit, a maximum amount is established for tax-funded government services. That amount is to be adjusted each year depending on changes in population, inflation, and the transfer of financial responsibility for various government activities from one level of government to another. Any significant amount of state tax revenue received above that Gann Limit may lead to future tax rebates or tax cuts. The total annual budget appropriations subject to limitations shall not exceed the appropriations limit.

The appropriations limit for the City of Needles is: \$13,186,601. The current budget appropriation is \$4,041,000.

Fiscal Impact: For fiscal year 2024-2025 the City of Needles is limited to \$13,186,601 in tax revenue appropriations.

Environmental Impact: No environmental impact.

Recommended Action: Approve Resolution No. 2024-31 establishing the appropriations subject to limit for Fiscal Year 2024-2025.

Submitted By: Ken McDonald, Interim Finance Director

City Manager Approval: Patrick J. Martinez Date: 8/8/2024

Other Department Approval: _____ Date: _____
(when required)

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

RESOLUTION NO. 2024-31
A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, ESTABLISHING THE
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024 - 2025
FOR THE CITY OF NEEDLES IN ACCORDANCE WITH
THE PROVISIONS OF DIVISION 9 OF TITLE I
OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, Article XIII B of the Constitution of the State of California as proposed by the Initiative Measure approved by the people at the special statewide election held on November 6, 1979, and amended in June 1990 by the People of the State of California (Proposition III), provides that the total annual appropriations subject to limitations of each local government shall not exceed the appropriations limit of such entity for the prior year, adjusted for changes in the cost of living and population, except as otherwise specifically provided for in said Article; and

WHEREAS, the State Legislature added Division 9 (commencing with Section 7900) to Title I of the Government Code of the State of California to implement Article XIII B of the California Constitution; and

WHEREAS, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or a noticed special meeting; and

WHEREAS, Proposition III was approved by the voters of the State of California, and requires a recorded vote of the City Council regarding the annual adjustment factors which have been selected each year; and

WHEREAS, at the time of adoption of this Resolution, data necessary to calculate the increase in nonresidential assessed valuation was not available from the County Assessor's office; and

WHEREAS, Section 7902 (a) of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction for the fiscal year 2024 - 2025; and

WHEREAS, the City Council of the City of Needles wishes to establish the appropriations limit for the fiscal year 2024 – 2025 for the City of Needles;

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

Section 1: That it is hereby found and determined that the documentation used in the determination of the appropriations limit for the City of Needles for the fiscal year 2024 – 2025 was available to the public in the Finance Department of said City at least fifteen days prior to this date.

Section 2: That the growth in California Per Capita Income and City Population were selected for the 2024 – 2025 fiscal year.

Section 3: That there may be a need to amend the inflation factor selected and adjust the Appropriations Limit once the nonresidential assessed valuation data becomes available from the County Assessor's Office.

Section 4: That the appropriations limit for the City of Needles as established in accordance with section 7902 (a) of the California Government Code is: \$13,186,601.

PASSED, APPROVED, AND ADOPTED at an adjourned regular meeting of the City Council of the City of Needles, California, held on the 13th day of August 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney

Population percentage change		-0.23%	(see attached source)	
Price Factor - Per capita cost of living change		3.62%	(see attached source)	
Per Capita Cost of Living Change				
Converted to a Ratio		3.62	100	1.0362
Population change converted to a ratio		-0.23	100	0.9977
Calculation of Growth Factor				1.0338
1.0362	x	0.9977	=	1.0338
2023 - 2024	Limit	=	\$	12,755,466
multiply last	FY 2024 - 2025			
year's limit:	Appropriation limit			
	growth factor:			
\$ 12,755,466	x	1.0338	=	\$ 13,186,601

CITY OF NEEDLES
CALCULATION OF PROCEEDS FROM TAXES
Budgeted Revenues
FY 2024 - 2025

	Proceeds From Taxes
Property Taxes	\$2,000,000
Documentary Transfer Tax	\$16,000
Sales & Use Taxes	\$750,000
1/2 Cent Public Safety Tax	\$95,000
Transient Lodging Tax	\$1,100,000
Business Licenses	\$75,000
Vehicle License Collection	\$5,000
 Total Tax Revenue	 \$4,041,000

Appropriations Subject to Limit		\$4,041,000
Limit for:	FY 2024 - 2025	\$13,186,601
Over (Under) Limit		(\$9,145,601)

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. [California Revenue and Taxation Code section 2228](#) provides additional information regarding the appropriations limit. [Article XIII B, section 9\(C\) of the California Constitution](#) exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: $1.0362 \times 1.0017 = 1.0379$

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	23-24	1-1-23	1-1-24	1-1-24
San Bernardino				
Adelanto	-0.80	36,422	36,131	36,131
Apple Valley	-0.24	74,500	74,322	74,322
Barstow	-0.34	24,124	24,043	24,669
Big Bear Lake	0.20	4,948	4,958	4,958
Chino	0.57	88,580	89,088	92,585
Chino Hills	-0.17	76,547	76,414	76,414
Colton	-0.12	52,841	52,778	52,778
Fontana	0.68	212,772	214,223	214,223
Grand Terrace	-0.17	12,793	12,771	12,771
Hesperia	0.75	99,338	100,087	100,087
Highland	0.12	55,612	55,676	55,676
Loma Linda	-0.02	24,923	24,919	24,965
Montclair	-0.09	37,246	37,211	37,211
Needles	-0.23	4,780	4,769	4,769
Ontario	0.93	179,555	181,224	181,224
Rancho Cucamonga	0.56	172,344	173,316	173,316
Redlands	1.28	71,776	72,696	72,696
Rialto	0.71	102,367	103,097	103,097
San Bernardino	0.39	224,316	225,188	226,541
Twentynine Palms	-1.12	15,397	15,224	25,346
Upland	0.56	77,849	78,285	78,285
Victorville	0.96	132,537	133,805	138,202
Yucaipa	0.33	53,635	53,810	53,810
Yucca Valley	0.40	21,509	21,594	21,594
Unincorporated	0.02	286,864	286,926	295,763
County Total	0.42	2,143,575	2,152,555	2,181,433

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Approve Subgrant Agreement with International City/County Management Association (ICMA), COP Network Partner with the Gates Foundation for the "Gates Economic Mobility Project".

Background: Staff submitted a grant application for the ICMA's Economic Mobility and Opportunity (EMO) Cohort and grant program on May 10, 2024; and was notified of award of funding on May 23, 2024.

ICMA's Economic Mobility and Opportunity (EMO) Cohort and grant program is a unique networking opportunity for ICMA members to receive training, coaching, and funding to effect conditions that promote overall well-being and upward mobility of their residents. This opportunity is made possible with support from the Bill & Melinda Gates Foundation.

Grant funds in the amount of \$24,000 will be utilized to participate in the Cohort and solicit professional consulting services to complete a Housing Demand Market Study for the City.

Fiscal Impact: \$24,000 Reimbursable from the ICMA Grant funding with no cost to the City's General Fund.

Recommended Action: Approve Subgrant Agreement with International City/County Management Association (ICMA), COP Network Partner with the Gates Foundation for the "Gates Economic Mobility Project" and authorize the City Manager to execute said agreement.

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez

Date: 8/8/2024

Other Department Approval (when required): Barbara DiLeo

Date: 8/9/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

Subgrant Agreement

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION
777 N Capitol St. NE, Ste. 500
Washington, DC 20002-4201
202.962.3680 | 202.962.3500 (f)
icma.org

ICMA Subgrant Number:	U09/City of Needles CA/Subgrant/Fixed Price/06252024
Subgrantee Name:	City of Needles, CA
Subgrantee Address:	817 Third St. Needles, CA 92363
Subgrant Period of Performance:	May 31, 2024 – January 31, 2025
Total Subgrant Amount:	\$24,000
Subgrant Summary Project Description:	Gates Foundation COP Network Partner, 2024 Cohort – Tackling local economic mobility and opportunity issues in communities.
Prime Grant Agreement Client/Funder:	Bill and Melinda Gates Foundation
Gates Foundation Investment No.	INV- 064910
Prime Award Title:	COP Network Partner - ICMA
Prime Award Type:	Grant Agreement
Prime Grantee:	International City/County Management Association (ICMA)

Contents: Award Cover Page
 Subgrant Agreement Terms and Conditions
 Attachment A Scope of Work (SOW) and Subgrant Funds Allocation
 Attachment B Subgrantee Payment Request Template
 Attachment C Prime Grant Agreement Flow-down Terms and Conditions

Entire Agreement: This Subgrant Agreement supersedes and replaces all written or oral agreements, if any, and constitutes the entire understanding between the parties with respect to the subject matter hereof. This Subgrant Agreement may be modified by subsequent written addenda mutually agreeable to both parties, with the exception of those made pursuant to the clause entitled "Changes" of the General Provisions of this Agreement.

Each party represents that it has read this entire Agreement and agrees to perform in accordance with the terms and conditions contained herein. Each signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the party whom such signatory represents.

**International City/County
Management Association**

City of Needles

Name: Sabina Agarunova
 Title: Chief Financial Officer
 Date:

Name: Patrick Martinez
 Title: City Manager
 Date:

ARTICLE 1 PURPOSE OF SUBGRANT AGREEMENT

The Bill and Melinda Gates Foundation (hereinafter referred to as "Gates Foundation" or "Funder") has executed a Grant Agreement/Prime Award to the International City/County Management Association (hereinafter referred to as "ICMA"), to implement the COP Network Partner - ICMA, hereafter referred to as the "Gates Economic Mobility Project" for the purpose of establishing ICMA as a member of a public goods community of practice whose goal is to support local governments representing 6-10 million individuals in EMO's focus population. Subgrantee shall comply with all terms and conditions, specifications, directions and other applicable information throughout the performance of this Subgrant. Subgrantee shall perform or cause to be performed all work or services required in a detailed Work Plan and detailed Budget to be provided in accordance with Deliverable #3 listed on the Schedule of Deliverables and Payment, following the first in-person cohort meeting. This Subgrant Agreement incorporates a general Scope of Work (Attachment A) addressing the expectations between the community and ICMA.

ARTICLE 2 PERIOD AND PLACE OF PERFORMANCE

2.1 Period of Performance: The term of performance for this Agreement is specified on the Award Cover page, unless terminated earlier by either party or extended by ICMA as provided herein. Subgrantee's period of performance is from **May 31, 2024 – January 31, 2025**.

2.2 Place of Performance: For this Subgrant place of performance shall be the United States, in accordance with applicable terms and conditions of this Subgrant and ICMA's prime award with its Client.

2.3 All periods of time referred to in this Agreement shall be measured in calendar days, unless otherwise specified.

ARTICLE 3 SUBGRANT TYPE

This is a Fixed-Price type Subgrant. For the consideration set forth below, Subgrantee shall provide the deliverables or outputs described in the **Scope of Work, ATTACHMENT A** and the detailed Work Plan and budget in accordance with Deliverable #3 to comply with all Agreement requirements.

ARTICLE 4 CONSIDERATION AND PAYMENT

4.1 Subgrant Budget and Ceiling

ICMA hereby awards to **the City of Needles, CA** (hereinafter referred to as "Subgrantee"), a Subgrant Agreement for a total amount of **\$ 24,000 USD** payable according to the **Payment Schedule**, and as more fully described, in the **Scope of Work in ATTACHMENT A** and the detailed Work Plan and budget in accordance with Deliverable #3 . The total Subgrant Agreement amount is inclusive of the **\$4,000** authorized via the Letter of Authorization issued prior to Subgrant Agreement execution.

This award amount may not be adjusted without a mutually agreeable modification to this Subgrant Agreement. The Subgrantee will not request payment for any amounts against this Subgrant in excess of the amounts specified for each deliverable listed under the **Payment Schedule** in the **Scope of Work in ATTACHMENT A**.

4.2 Requests for Payment

The Subgrantee shall submit a request for payment per the **Payment Schedule** in the **Scope of Work in ATTACHMENT A**. Please see **Attachment B**, Subgrantee Payment Request Template, for additional guidance. Requests should be sent to the attention of Anna Mitchell, Senior Program Manager at amitchell@icma.org with a copy to: Accounts Payable at accountspayable@icma.org.

The Subgrantee should retain on file the original receipts for all expenditures and individuals' original timesheets for claimed labor costs, and work rendered. Original documentation should be made available to an authorized representative of ICMA or the Gates Foundation upon request.

ICMA shall pay the Subgrantee within 30 calendar days following the receipt of a complete error-free payment request by ICMA, subject to approval by ICMA. Subgrantee shall retain record of transactions related to this Subgrant Agreement for four years from the day of the last payment under this Subgrant Agreement. All charges claimed by the Subgrantee remain subject to ICMA and the Gates Foundation audit and subsequent adjustment. Subgrantee agrees to reimburse ICMA for any costs disallowed by the Gates Foundation, if payment was received by Subgrantee.

The final payment request shall be clearly marked as "final."

4.3 Return of Funds

Any Subgrant funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant Agreement must be (a) returned promptly to ICMA no later than 30 days from submission of the final report which includes reporting of the total expenditures.

ARTICLE 5 INDIRECT COST RATES

The Subgrantee shall not change its established method of classifying or allocating indirect costs without the prior written approval of ICMA. If such a change is made, the Subgrantee shall notify ICMA of the proposed rates and bases.

ARTICLE 6 REPORTS AND DELIVERABLES

6.1 The Subgrantee shall, except as otherwise provided, furnish the personnel, materials, equipment, property, and travel necessary to perform the Work as described in the **Scope of Work, ATTACHMENT A** and the detailed Work Plan and budget in accordance with Deliverable #3. All efforts performed shall also be in accordance with the terms and conditions of the Subgrant and any attachments specifically incorporated by reference herein and modifications hereto. For all Work performed, the Subgrantee shall report to and, where required, seek approval from ICMA throughout the life of this Subgrant.

6.2 If required by ICMA, the Subgrantee shall provide assistance in the completion of the reports and deliverables as further described in **ATTACHMENT A Scope of Work** and the detailed Work Plan and budget in accordance with Deliverable #3.

6.3 All reports and other outputs must be in the English language, unless otherwise specified by ICMA.

ARTICLE 7 SUBSTANTIAL INVOLVEMENT

Substantial involvement is anticipated between ICMA and Subgrantee during the performance of activities under this Agreement. Substantial involvement shall be limited to:

- (a) Participating and providing guidance in the design, direction, and execution of all program activities;
- (b) Approving any travel, if applicable, by Subgrantee staff that is not in the approved budget;
- (c) Participating and/or providing input on the development of program timelines and agendas;
- (d) Approving expenses that are not in the approved budget;
- (e) Approving decisions related to special circumstances or problems throughout the duration of the program.

ARTICLE 8 PRIMARY POINT OF CONTACT

Subgrantee contacts with ICMA regarding Subgrant Agreement terms and conditions, issues, etc. shall be made with ICMA's designated representatives as listed below. Agreements and/or actions taken by the Subgrantee which by their nature effect a change to this Agreement shall only be binding upon the Subgrantee when such agreement or action is specifically authorized in writing by ICMA's authorized representative. All correspondence between the Subgrantee and ICMA shall be addressed to the following individuals are designated as ICMA's and Subgrantee's representatives.

For	ICMA	Subgrantee
Address:	777 North Capitol Street, N.E. Suite 500 Washington, DC 20002-4201	817 Third St. Needles, CA 92363
Subgrant Administrator:	Brancy Finkler Director of Contracts/Compliance Email: bfinkler@icma.org	Patrick Martinez City Manager pmartinez@cityofneedles.com
Technical Representative:	Laura Goddeeris Program Director Email: lgoddeeris@icma.org	
Program Administration Representative	Anna Mitchell Senior Program Manager, Email: amitchell@icma.org	
Financial Representative	Nada Mohamed Controller Email: nmohamed@icma.org	

Any notice given by any of the parties will be sufficient only if in writing and (1) delivered in person, (2) sent by confirmed courier mail, (3) sent by registered mail with return requested, or (4) sent by email to the ICMA and Subgrantee representatives designated above.

ARTICLE 9 COMMUNICATION WITH CLIENT

All the Subgrantee's written or oral communications with or to the Client, or local agencies directly relative to work under the Subgrant Agreement, must be through or with the authorization of ICMA. Should Subgrantee be required to communicate directly with ICMA's Client, Subgrantee shall request written consent from ICMA within a reasonable amount of time prior to any communications taking place, and such consent shall not be unreasonably withheld.

ARTICLE 10 NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain any employee of the other, performing under this Subgrant, during the term of this Subgrant, and for one year following the termination or expiration of this Subgrant, without the prior written consent of the other party. This provision shall not prevent any employee of either party applying for a publicly advertised position of the other.

ARTICLE 11 RELATION BETWEEN THE PARTIES

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of joint venture, partnership, agency or employment between the parties hereto or of Agreement either as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Subgrantee and any officers or employees and ICMA and any officers or employees thereof shall not be considered an employee of the other.

ARTICLE 12 TAXES

The Subgrantee and their personnel shall pay such taxes, duties, fees, and other impositions levied under the Applicable Law.

ARTICLE 13 INSURANCE

The Subgrantee shall purchase and maintain throughout the course of the Work and period of performance of this Subgrant, insurance that is required under the Applicable Law and such insurance that will protect the Subgrantee, Client, and ICMA from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subgrantees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its

employees or any other person; claims which are sustained by any person as a result of the actions of the Subgrantee or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. At ICMA's request, the Subgrantee will provide ICMA with satisfactory evidence of compliance with this requirement.

ARTICLE 14 INDEMNIFICATION

14.1 The Subgrantee shall defend, indemnify, and hold harmless the Gates Foundation, ICMA and its agents, officers and directors and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the recipient, its agent, officers and directors, employees and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Subgrantee agrees to flow down the substance of this clause to all applicable consultants, Subgrantees, and subcontractors. Likewise, ICMA shall defend, indemnify, and hold harmless the Subgrantee and its agents, officers and directors and employees from and against all claims, liability, losses, costs or expenses, including attorney's fees, arising out of the acts, errors or omissions of ICMA, its agents, officers and directors, employees, Subgrantees, subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries that may be incurred throughout the performance of this Agreement. Except as specifically stated in this Agreement, this agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

14.2 The Subgrantee further agrees that if ICMA should incur any legal cost whatsoever resulting from the lack of the insurance coverage identified in Article 13 on the part of the Subgrantee, while engaged in the Work as identified in this agreement, the Subgrantee will indemnify, and hold harmless ICMA and the Client from any such costs which the Subgrantee may legally be required to pay.

14.3 Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

ARTICLE 15 INTELLECTUAL PROPERTY RIGHTS

15.1 The term "intellectual property" shall include but not be limited to publications, work products, software and software codes, trade names, documentation, and technical data that are created under the Subgrant with funding made available by or through ICMA. Unless otherwise agreed, all intellectual property created by Subgrantee and/or its employees, agents and Subgrantees under the Subgrant will be the property of the Gates Foundation. Subgrantees shall include the substance of this section in any lower-tier subcontracts.

15.2 The Subgrantee warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Agreement. The Subgrantee shall indemnify and save ICMA and ICMA's Client harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any

copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subgrantee under this Agreement.

ARTICLE 16 CONFIDENTIAL AND PROPRIETARY INFORMATION

16.1 All reports generated and data collected during this activity shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of ICMA. All findings, conclusions and recommendations shall be considered confidential and proprietary.

16.2 In performing the Work, the Subgrantee shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than ICMA, either during or after the term of this Agreement (or for the period of time stipulated in applicable data), any proprietary information of ICMA, whether relating to the Work performed hereunder or to the business and affairs of ICMA, or ICMA's Client. Such information shall include, without limitation, ICMA or Client manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of the ICMA unless disclosure is required by law, in which case notification of the request for such information shall be provided to ICMA prior to release. Information identified in writing by the Subgrantee as confidential and/or proprietary shall be similarly treated by ICMA. This clause applies to information which has been designated as proprietary or which should be treated as proprietary in light of the circumstances surrounding its acquisition without the prior written consent of ICMA.

16.3 The Subgrantee shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of ICMA which shall not be unreasonably withheld.

ARTICLE 17 WARRANTIES AND REPRESENTATIONS

Subgrantee warrants and represents that it is duly formed and existing and has all rights necessary to perform its obligations hereunder. Additionally, Subgrantee warrants that all Work performed hereunder shall be performed to the industry highest professional standards, and Subgrantee agrees to correct or re-perform any Work not in compliance with this standard at no additional cost, if ICMA notifies Subgrantee within five (5) business days from the receipt of notice from the Client if reperformance is requested by the Client. Subgrantee warrants and certifies, to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, or proposed for debarment or suspension by any Federal department or agency, (b) have not within a three-year period preceding this Subgrant been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with a public sector (Federal, State, or local) contract, (c) are not currently the subject of a civil or criminal investigation or an inspector general audit, (d) have neither solicited nor obtained bid or proposal information or source selection information related to the Prime Award, (e) do not have a relevant conflict of interest or the appearance thereof, (f) have not offered anything of value to a current or former U.S.

Government Grant Official who participated personally and substantially in the Prime Award and (g) have not made, and will not make, any payment of money or anything of value, directly or indirectly, to any government official, political Party, or candidate for a political office for the purpose of obtaining or retaining business. Subgrantee agrees to promptly notify ICMA should it learn that any of the above warranties or representations are no longer fully correct.

ARTICLE 18 BINDING EFFECT OF CLIENT DECISIONS

If a binding decision is made by the Client under the Prime Award that pertains to the subject matter of this Subgrant, the binding Client decision also shall be binding upon Subgrantee. If, as a result of any such binding decision, ICMA is unable to obtain payment or reimbursement under the Prime Award or is required to refund or credit the relevant amount, Subgrantee shall, on demand, promptly withdraw its relevant invoice(s) and/or repay or reimburse such amount(s) to ICMA.

ARTICLE 19 ASSIGNMENT

The Subgrantee shall not further assign any services or work to be performed under this Subgrant without prior written authorization from ICMA's Subgrant Administrator, which shall not be unreasonably withheld.

ARTICLE 20 APPLICABLE LAW

20.1 In the performance of the Work under this Subgrant, the Subgrantee shall comply with all applicable US Federal, state, and local laws, rules, and regulations. In the event the Subgrantee is authorized by the Gates Foundation and ICMA to perform work outside the United States, the Subgrantee shall follow all host country laws, rules and regulations. In addition, the Subgrantee shall obtain and maintain the applicable licenses and authorizations to work in the host country through the entire performance period of this Subgrant. Failure to comply with this requirement shall be construed as a material deficiency in the Subgrantee's performance under this Subgrant. This Subgrant shall be construed, interpreted and applied in accordance with the laws of the District of Columbia.

20.2 These provisions shall be interpreted in accordance with the Federal common law of Government as applied by the Federal Courts, Board of Contract Appeals, and quasi-judicial agencies of the Federal government.

ARTICLE 21 STANDARDS OF BUSINESS ETHICS AND CONDUCT

ICMA believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that ICMA employees, agents, Subgrantees and representatives adhere to a particularly high ethical standard. ICMA's expectation is that Subgrantee also will conduct its business fairly, impartially and in an ethical and proper manner. If Subgrantee has cause to believe that ICMA or any employee or agent of ICMA has acted improperly or unethically under this agreement/order, Subgrantee shall report such behavior to

the ICMA's Hot Line at 1-877-874-8416 (Toll Free for use within the United States) or online at <http://icma.org/hotline>.

ARTICLE 22 CHANGES

22.1 ICMA may at any time, by written order, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subgrant scope of services or to **ATTACHMENT A, Scope of Work** and the detailed Work Plan and budget in accordance with Deliverable #3. If any change causes an increase or decrease in the Subgrantee's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, ICMA shall make an equitable adjustment and modify in writing the Agreement as applicable. Any claim by Subgrantee for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ICMA within thirty (30) calendar days from the date of receipt by Subgrantee of the written change authorization from ICMA or within such extension of that 30-day period as ICMA, in its sole discretion, may grant in writing at Subgrantee's request prior to expiration of said period. The Subgrantee will not proceed with any changes unless notified to proceed in writing by ICMA. Any changes to this Subgrant must be in writing.

22.2 Nothing herein will be construed as relieving Subgrantee of its obligations to perform, including without limitation, the failure of the parties to agree upon Subgrantee entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

ARTICLE 23 RIGHTS AND REMEDIES

23.1 No failures of or delay by ICMA in the exercise of any right under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by ICMA of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Subgrant.

23.2 Neither the ICMA's nor the Client's review, approval, nor payment for, any of the services required under this Agreement shall be construed to have operated as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Subgrant and the Subgrantee shall be and remain liable to ICMA and the Client for damages caused by the Subgrantee's negligent performance of any of the services furnished under this Subgrant.

23.3 The rights and remedies of ICMA or the Subgrantee provided for under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 24 DISPUTE RESOLUTION

24.1 For any issues or claims arising out of or relating to the terms of this Subgrant, or the breach thereof, both parties agree to provide best efforts to resolve such issues through documented communications between identified personnel in Article 8. Should Subgrantee and ICMA be

unable to reach an amicable resolution, such issues shall be elevated to applicable levels of senior management within Subgrantee's and ICMA's respective organizations. For any controversy or claim which cannot thus be settled amicably, it shall be settled by arbitration under the Rules of the American Arbitration Association.

24.2 The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. As independent, irrevocable covenants to each other, neither party will institute any action or proceed against the other party in any court or judicial forum concerning any matter under dispute, other than to seek entry of a judgment upon an award rendered by the arbitrator(s) pursuant to these terms and conditions.

24.3 The provisions in this Article shall survive the termination or expiration of the Subgrant. During the term of any pending controversy or claim hereunder, the Subgrantee shall proceed diligently with the performance of Work under the Subgrant in accordance with the direction(s) given by ICMA.

ARTICLE 25 TERMINATION

The Subgrant Agreement may be terminated by ICMA at any time, in whole or in part, with a 30-day written notice to the Subgrantee. Also, the Subgrant Agreement may be suspended or terminated by ICMA, if ICMA has notice of or has reasonable cause to believe that the Subgrantee is unable to pay its obligations in the ordinary course of business. If ICMA terminated this Agreement, the Subgrantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of activities in support of the Agreement. The ICMA Subgrant Administrator must determine the amount(s) to be paid by ICMA to the Subgrantee under such claim in accordance with the legally applicable Cost Principles.

ARTICLE 26 FLOW DOWNS

Subgrantee shall be required to comply with the applicable flow-down terms and conditions from the Prime Grant Agreement as **per Attachment C**.

ARTICLE 27 COMPLIANCE REQUIREMENTS

27.1 Anti-Terrorism. By signing this Agreement, Subgrantee certifies that it does not and will not promote or engage in violence or terrorism. Further, Subgrantee agrees that it shall at all times comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Subgrantee agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the "Specially Designated Nationals" list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations.

ATTACHMENT A
SCOPE OF WORK
COP Network Partner 2024 Cohort

A. Background

ICMA has been awarded a grant from the Gates Foundation (Funder) to drive awareness and adoption among ICMA's membership and other local decision makers of tools, resources, and strategies supporting economic mobility and opportunity in their communities. Among other strategies to accomplish this goal, this grant aims to assess and address local economic mobility and opportunity issues through the creation and facilitation of a peer learning cohort of local governments, enhancing economic mobility in their communities.

The specific purpose of this agreement is to confirm the partnership between the EMO Cohort member and ICMA.

B. Purpose of the Subgrant

Upon execution of this Agreement, the Subgrantee will complete an approved detailed Work Plan for the purpose of addressing economic mobility within their community. As the effort progresses, the Subgrantee will manage the overall development and completion of their scope.

C. Roles and Responsibilities

Prime Grantee, ICMA, Specific Activities/Tasks:

1. Closely work with the Subgrantee throughout the Subgrant Agreement period of performance to provide oversight and guidance on detailed Work Plan development and execution.
2. Approve and monitor the Subgrantee budget to ensure proper timeliness and compliance.
3. Provide various Subgrantee trainings and networking events, in person and virtually to supplement Subgrant Agreement Work Plan activities.

Subgrantee, the Community, Specific Activities/Tasks:

1. Adhere to the approved timeline and Deliverable Schedule (below) and provide ICMA staff with timely notice of problems that could cause delay.
2. Attend all ICMA-organized virtual and in-person Subgrantee cohort meetings and participate in ICMA data collection.
3. Comply with all reporting and evaluation requests from ICMA and funding partner. See **D. Reporting Requirements** below.
4. Upon completion of the Subgrantee's detailed Work Plan, work closely with ICMA program staff to provide a final summary report that will inform ICMA's final program report to funding partner.

D. Reporting Requirements

1. Subgrantee will report monthly on their economic mobility efforts, i.e., progress, challenges, etc. in the ICMA-organized virtual and in-person meetings. This reporting-out process will inform ICMA's progress and final reports to the funding partner.
2. Subgrantee may be asked to respond to surveys and/or interviews from ICMA staff and/or from the funding partner as a part of measurement, learning, and evaluation activities.

3. Subgrantee will submit an ICMA-approved final written report summarizing 1) the results of the project listed in ATTACHMENT A, as well as 2) a detailed summary of total expenditures, due no later than January 15, 2025, to ICMA staff.

Note: ICMA will provide a final program and financial expenditure report template December 2024 and will work with Subgrantee to develop an approved report.

E. Deliverable-Payment Schedule

The first payment of \$4,000 will be issued upon execution of the Letter of Authorization. The second payment of \$15,000 will be issued to the Subgrantee upon acceptance of an ICMA-approved detailed Work Plan and Detailed Budget. The final payment of \$5,000 will be issued to the Subgrantee upon submission of the Final Report and ICMA acceptance/confirmation that Subgrantee has fulfilled all deliverables.

Deliverable No.	Deliverable	Deadline/Due Date	Payment Amount
1	Full execution of Letter of Authorization	As fully executed	\$4,000
2	Participation in ICMA in-person meeting #1	June 26-28, 2024	
3	ICMA-approved detailed Work Plan and Detailed Budget	July 19, 2024	\$15,000
4	Participation in regular ICMA-sponsored virtual meetings	Ongoing (monthly) through January 2025	
5	Participation in in-person meeting #2	January 2025 (TBD)	
6	Final Written Report and Final Expenditure Report	January 15, 2025	\$5,000
TOTAL			\$24,000

G. Subgrant Funds Allocation

Budget item	Unit	Cost	Notes
Travel Costs	2 ppl x 2 meetings	\$4,000	Travel for two Subgrantee staff associated with the two ICMA-sponsored in-person EMO Cohort meetings.
Subgrant Costs		\$20,000	Costs associated with the ICMA approved detailed Work Plan and Budget according to Deliverables #3 and #6.
	TOTAL	\$24,000	

Note:

RETURN OF FUNDS. Any Subgrant Agreement Funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant agreement must be returned promptly to ICMA.

**ATTACHMENT B
SUBGRANTEE PAYMENT REQUEST TEMPLATE**

SUBGRANTEE NAME:	
-----------------------------	--

REQUEST DATE:	
----------------------	--

SUBGRANTEE ADDRESS:	
--------------------------------	--

ICMA SUBGRANT NUMBER:	U09/City of Needles CA/Subgrant/Fixe d Price/06252024
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REQUESTED AMOUNT	
-----------------------------	--

SUBGRANT PERIOD OF PERFORMANCE:	May 31, 2024 - January 31, 2025
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PAYMENT METHOD (ACH, CHECK MAILED)	
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AMOUNT PREVIOUSLY PAID:	
------------------------------------	--

*If the ACH method is selected, please complete the attached "Direct
Deposit Authorization Agreement)*

REMAINING TO BE PAID:	
----------------------------------	--

G/L Acct	Cost Center #	Description of Cost	Amount	Notes
543-03	U09.001.00			
		Total Amount	\$ -	

Comments/Further Instructions

Authorized Name (Print):

Authorized Signature:

Phone Number: _____

Gates Foundation Investment No. INV- 064910

U09/City of Needles CA/Subgrant/Fixed Price/06252024

ATTACHMENT C

PRIME GRANT AGREEMENT FLOW-DOWN TERMS AND CONDITIONS

For the purposes of the “Subgrant Agreement” and “Subgrantee,” the following Gates Foundation, “the Funder,” Prime Grant Agreement Terms and Conditions shall be applicable.

“You”/“Your” shall be interpreted as the “Subgrantee”/“Subgrantee’s.”

“Grant” shall be interpreted as the “Subgrant Agreement.”

“Agreement” shall be interpreted as the “Subagreement.”

This Subgrant Agreement is subject to the following applicable Prime Agreement Funder Terms and Conditions:

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement (“*Grant Funds*”) for any purpose other than for the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation’s request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. “*Funded Developments*” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). “*Background Technology*” means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. “*Global Access*” means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. “Essential Background Technology” means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, You agree to adhere to the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People's Republics of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

OTHER PUBLICITY

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

LEGAL ENTITY AND AUTHORITY

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
- children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

TERM AND TERMINATION

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied

to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

MONITORING, REVIEW, AND AUDIT

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

INTERNAL OR THIRD PARTY AUDIT

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Accept Change Order #2 (final) to the Public Works Agreement with Three Peaks Corp. for the Marina Park First Beach Improvements Project and Authorize Staff to Issue the Notice of Completion.

Background: In May 2022, the City received a \$2,179,702 grant from the State of California under the Clean California Grant Program for the design and construction of park improvements at Marina Park (Bob Belt). In June 2023, the City awarded the project to Three Peaks Corp., and in December 2023, construction began.

On June 27, 2023, the project was awarded to Three Peaks Corp for a total bid amount of \$1,864,588.40 plus a 5% contingency for a total project cost of \$1,914,588.48.

Change Order No. 1 for \$118,842.36 was approved on Feb. 27, 2024, for installing a septic system for the new restroom building, increasing the total project cost to \$2,008,430.84.

Change Order No. 2 (Final) for additions, deletions, and final quantity adjustments to project bid items is being presented herein. This increases the contract with Three Peaks by \$58,541.81, resulting in a total contract amount of \$2,041,972.65.

Fiscal Impact: Funds of \$25,000 are available from the project contingency, \$9,000 available grant funding, and \$24,541.81 from General Fund Reserves.

Recommended Action: Accept Change Order #2 (final) to the Public Works Agreement with Three Peaks Corp. for the Marina Park First Beach Improvements Project in the amount of \$58,541.81 and Authorize Staff to Issue the Notice of Completion

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: _____

Date: _____

Other Department Approval (when required): Barbara DiLeo

Date: 8/9/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

CITY OF NEEDLES

CHANGE ORDER

PROJECT: Marina Park First Beach Improvements Project

Order No. 2 (final)

OWNER: City of Needles

CONTRACTOR: Three Peaks Corp.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

Description of Changes	Decrease Contract Price	Increase Contract Price
1. Restroom Backflow		\$ 4,885.69
2. Drinking Fountain Water Service Lateral		\$ 5,088.66
3. Manhole Lining/Coating Credit	<\$ 5,000.00>	
4. Construction Water Credit	<\$10,798.65>	
5. Bid Item Quantity Balancing		\$ 64,366.12

JUSTIFICATION:

Items 1 thru 5 reflect increases and decreases to the contract during construction due to unknown field conditions and discrepancies in the design quantities.

\$58,541.81 to be funded by \$25,000 project contingency, \$9,000 available grant funds and \$25,541.81 general fund reserves.

Original Contract Price	\$1,864,588.48
Previous Change Order(s) Amount	\$118,842.36
Original Contract Price plus previous Change Orders	\$1,983,430.84
Contract Price Due This Change Order	\$58,541.81
New Contract Price	\$2,041,972.65

CHANGE IN CONTRACT TIME

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

APPROVALS REQUIRED


Requested by:


Signature (Project Manager)

Date:

8/9/24

Contractor Acceptance:


Signature (Contractor)

Date:

8/9/2024

Approved by:

Signature (City Manager)

Date:

8/13/24

CC meeting

CHANGEORDER

RECORDING REQUESTED BY:

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) 0186-021-14-0000 / 0186-021-13-0000

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:

THREE PEAKS CORP

1025 CALIMESA BLVD, SUITE 6, CALIMESA, CA 92320

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 08/13/2024 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 06/30/2024

Improvements described as

Construct asphalt concrete with PCC Curb and/or Gutter in Parking Lot, with ADA Curb Ramps, Sidewalk, DG Trails, and various Site Features (i.e., Playground Equipment, Restroom, Picnic Tables, Benches, Lighting, etc.) as identified on Marina Beach Park Improvements Project

I, Patrick J. Martinez 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: 08/14/2024

Signature: _____

Patrick J. Martinez, City Manager, City of Needles



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Letter of Support for Tri-State Community Healthcare

Background: Tri-State Community Healthcare Center has been a vital provider of healthcare services to Needles and surrounding communities, offering a comprehensive range of care including primary care, pediatrics, dental care, behavioral health, and telehealth services. Their commitment to delivering quality, compassionate, and patient-centered care, regardless of a patient's ability to pay, aligns with the City's goals of supporting accessible healthcare for all residents.

Tri-State Community Healthcare Center has requested a letter of support from the City of Needles for their New Access Point application, which seeks to expand primary care, behavioral health, and substance use disorder services throughout their service area.

On November 5, 2022, the City of Needles recognized Tri-State with a proclamation for receiving the 25th Annual Community Achievement / Business Expansion and Retention Award. Since then, Tri-State has continued to expand its services, including significant contributions to the community through initiatives such as the distribution of free school supplies, dental products, and food.

The City strongly supports Tri-State's New Access Point application, as this expansion will further enhance the healthcare safety net for Needles' most vulnerable residents.

Fiscal Impact: None

Recommendation: Approve Letter for Tri-State Community Healthcare

Submitted By: Patrick Martinez, City Manager

City Management Review: Patrick J. Martinez **Date:** 8/8/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles

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

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

City Manager Patrick Martinez

August 13, 2024

Mr. Aram Manoukian, CEO
Tri-State Community Healthcare Center
2311 S. Casino Dr., Ste. A3
Laughlin, NV 89029

Dear Mr. Manoukian,

Please accept this letter of support to express our enthusiastic support for Tri-State Community Healthcare Center and its unwavering commitment to providing quality, compassionate, and patient-centered care to the communities it serves. In an era where access to healthcare is often contingent upon financial means, Tri-State's mission to offer care regardless of the ability to pay is both commendable and necessary.

Tri-State's comprehensive range of services, including primary care, pediatrics, dental care, behavioral health, and telehealth services reflects a deep understanding of the diverse healthcare needs of our shared community. By offering these essential services under one roof, Tri-State ensures individuals and families receive holistic care that addresses both their immediate and long-term health concerns.

The impact of Tri-State Community Healthcare Center extends beyond the individual level to the broader community. By improving the health and well-being of its patients, Tri-State contributes to the overall vitality and resilience of the communities it serves. Healthy individuals are better equipped to contribute to their families, workplaces, and society, creating a positive ripple effect that enhances community well-being.

On November 5, 2022, the City of Needles presented a proclamation congratulating Tri-State Community Healthcare on receiving the 25th Annual Community Achievement / Business Expansion and Retention Award and recognizing their commitment and dedication to the betterment of the Needles community. Since then, Tri-State's expansion and continued involvement and contribution to the residents of Needles, including the distribution of free school supplies, dental supplies, and food, have had a significant positive impact on both our individual residents and our community as a whole.

Tri-State Community Healthcare Center embodies the ideal of healthcare as a fundamental human right. Its mission-driven approach to providing accessible, quality care is an invaluable asset to the community. I wholeheartedly support Tri-State's ongoing efforts and am confident that with continued support, it will continue to make a profound difference in the lives of many.

The City of Needles strongly supports Tri-State in its New Access Point application to expand primary care, behavioral health, and substance use disorder services throughout their service area and increasing homeless services at all their locations. We look forward to continuing and expanding our existing partnership with Tri-State to achieve a coordinated and effective health care system for the most vulnerable residents in our shared community.

Sincerely,

Mayor Janet Jernigan
City of Needles



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Accept 2025 Employee Benefits Plan for Medical only.

Background: The City of Needles overall renewal plan for medical coverage renewal for 2024/25 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 3.8%. 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 \$802.37 to \$2,874.73 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: Approve 2025 employee benefits plan for medical only

Submitted By: Pam Osteen, H.R. Specialist

City Manager Approval: Patrick J Martinez

Date: 8/9/2024

Other Department Approval (when required): Barbara DiLeo

Date: 8/9/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



2025 Financial Summary Overview

Program Overview

- City of Needles– overall renewal came in at an estimated annual increase of 3.8% or \$44,919

MEDICAL

- SDRMA Medical renewal came in at a 4.22% increase with a 1 year rate guarantee through 12/31/2025
- Rates are based on the most recent 12 months of available claims. The 2025 renewal was developed using claims data from March 2023-February 2024
- SDRMA was not eligible for a CPRA (Claims Performance Risk Adjustment) and therefore received the overall pool renewal. The CPRA applies to groups within the pool every other year.
- Overall pool and SDRMA renewals were favorable. The program has nearly experienced a full rebound from COVID and claims are almost back to normalized. The rise of GLP-1 usage is being monitored closely.



2025 Financial Overview

LINE OF COVERAGE	EE's	Current	Renewal	% Δ	\$ Δ	Rate Guarantee
SDRMA - Blue Shield PPO (GOLD)	41	\$958,048	\$998,552	4.2%	\$40,504	1/1/2025 - 12/31/2025
SDRMA - Blue Shield PPO (SILVER)	8	\$139,174	\$145,032	4.2%	\$5,859	1/1/2025 - 12/31/2025
Delta Dental PPO (PRISM)	48	\$41,072	\$39,629	-3.5%	-\$1,444	1/1/2025 - 12/31/2025
VSP Vision	48	\$10,471	\$10,471	0%	\$0	Rate Guarantee 1/1/2023 - 12/31/2026
Mutual of Omaha Basic Life / AD&D	53	\$26,333	\$26,333	0%	\$0	1/1/2025 - 12/31/2026
Mutual of Omaha STD	12	\$2,660	\$2,660	0%	\$0	1/1/2025 - 12/31/2026
Mutual of Omaha LTD	53	\$18,438	\$18,438	0%	\$0	1/1/2025 - 12/31/2026
TOTAL ANNUAL PREMIUM		\$1,196,196	\$1,241,115			
ANNUAL DOLLAR CHANGE		\$44,919				
ANNUAL PERCENT CHANGE		3.8%				

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan



Renewal Overview - Medical PPO

City of Needles Medical PPO Renewals Over the Past 8 Years		
Renewal Year	Renewal	CA Average Marketplace Insurance Increases
2017	-1.2%	9.0% - 12.0%
2018	4.7%	9.0% - 12.0%
2019	3.0%	9.0% - 12.0%
2020	3.3%	9.0% - 12.0%
2021	10.5%	9.0% - 12.0%
2022	3.3%	9.0% - 12.0%
2023	9.5%	10.0% - 15.0%
2024	15.4%	10.0% - 15.0%
2025	4.2%	10.0% - 15.0%
8 Year Avg	6.1%	11.2%



Renewal Overview - Medical PPO

Medical Plan Benefits		SDRMA - Blue Shield PPO (GOLD) Current / Renewal		SDRMA - Blue Shield PPO (SILVER) Current / Renewal	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year Deductible Individual / Family Embedded / Aggregate		\$500 / \$1,000 Embedded		\$2,000 / \$4,000 Embedded	
Annual Out-of-Pocket Maximum Individual / Family		\$2,000 / \$4,000		\$5,000 / \$10,000	
Physician Office Visit		\$20 (ded waived)	50%	\$30 (ded waived)	50%
Specialist Copay		\$20 (ded waived)	50%	\$30 (ded waived)	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 (ded waived) (\$25 + 20% if at Hospital)	50% (up to \$350/day in Hospital)	\$0 (ded waived) (\$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		\$100 + 20% (Copay waived if admitted)		\$100 + 20% (Copay waived if admitted)	
Urgent Care Services		\$20 (ded waived)	50%	\$30 (ded waived)	50%
Chiropractic Care		20% (limit \$50 / visit) (26 visits/yr combined w/ Acupuncture)	50% (limit \$25 / visit) (26 visits/yr combined w/ Acupuncture)	20% (limit \$50 / visit) (26 visits/yr combined w/ Acupuncture)	50% (limit \$25 / visit) (26 visits/yr combined w/ Acupuncture)
Acupuncture Care		20% (26 visits/year combined w/Chiro)		20% (26 visits/year combined w/ Chiro)	
PRESCRIPTION DRUGS		Generic / Brand / Non Formulary		Generic / Brand / Non Formulary	
Deductible		None		\$200 / \$500	
Rx Copay Out-of-Pocket Maximum		\$4,600 / \$9,200		\$1,600 / \$3,200	
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 (1/1/2024 - 12/31/2024)	1 Year (1/1/2025 - 12/31/2025)	1 Year (1/1/2024 - 12/31/2024)	1 Year (1/1/2025 - 12/31/2025)
MONTHLY RATES		Current	Renewal	Current	Renewal
EE Only	14	\$1,065.02	\$1,110.34	2	\$769.41
EE + 1	15	\$2,121.80	\$2,211.41	4	\$1,523.37
EE + Family	12	\$2,758.34	\$2,874.73	2	\$1,982.75
	41			8	\$2,066.18
MONTHLY PREMIUM		\$79,837	\$83,213	\$11,598	\$12,086
ANNUAL PREMIUM		\$958,048	\$998,552	\$139,174	\$145,032
ANNUAL DOLLAR CHANGE			\$40,504		\$5,859
ANNUAL PERCENT CHANGE			4.2%		4.2%

Enrollment as of February 2024
This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Research on Ordinance for Feeding Feral Cats

Background: On July 9, 2024, the City Council requested City Staff to research the feasibility of adopting an ordinance for feeding feral cats. While no California law prohibits feeding unowned cats, cities can adopt local ordinances to address the issue. Several cities have passed ordinances prohibiting the feeding of feral cats due to health, sanitation, and safety concerns.

Existing Ordinances in Other Cities

- **City of Anaheim (Exhibit A):** Prohibits feeding feral or stray cats on public or private property if it creates harmful health or sanitation conditions, destruction of property, attracts vermin, or disrupts peace.
- **San Bernardino County (Exhibit B):** Prohibits leaving food outside for mammalian predators and any animal during specific hours.
- **City of Bullhead, Arizona (Exhibit C):** Under Arizona law (ARS Section 11-1001(10)), a person becomes the owner of an animal if they keep it for over six consecutive days, enabling the city to apply existing codes regarding pet ownership, public nuisance, and animal cruelty or neglect.

Current Ordinances in the City of Needles (Exhibit D)

The City of Needles has several ordinances that can be applied to address the issue of feeding feral cats:

1. **Ordinance No. 645-AC (2022):**
 - Prohibits owning, keeping, or harboring an unaltered, un-neutered, or un-spayed cat over the age of four months.
 - Requires owners or custodians to have their cats spayed or neutered, provide a certificate of sterility, or obtain an unaltered cat license.
2. **Animal Limitation and Welfare Ordinances:**
 - Limits the number of animals per residence to four.
 - Prohibits depriving animals of food, shelter, or medical care.

Trap-Neuter-Release Program

Earlier this year, the City of Needles implemented a Trap-Neuter-Release (TNR) Program to manage the feral cat population. Key aspects of the program include:

- **Process:** Cats are trapped, neutered, and then returned to their colonies with clipped ears to indicate they have been fixed.
- **Implementation:** Animal control officers capture feral cats twice a week for spaying or neutering.
- **Impact:** Over 80 cats were spayed or neutered in June alone.
- **Funding:** The Animal Shelter received a \$112,000 grant to support the TNR program.

The Council can choose to adopt a new ordinance specifically targeting the feeding of feral cats or:

1. **Enforce Existing Ordinances:** Utilize current ordinances related to animal ownership, spaying/neutering, and animal welfare and update to determine ownership.
2. **Expand TNR Program:** Continue and expand the TNR program to manage the feral cat population effectively.
3. **Public Education:** Educate the community on the importance of not feeding feral cats and the benefits of the TNR program.
4. **Collaboration with Animal Control:** Work closely with animal control to ensure compliance with existing ordinances and the success of the TNR program.

Fiscal Impact: TBD

Environmental Impact: N/A

Recommended Action: Provide Staff Direction

Submitted By: Tony Rubalcaba, Animal Control Officer
Patrick Martinez, City Manager

City Manager Approval: _____

Date: _____

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

It is hereby declared a public nuisance for any person to perform any of the following acts or cause any of the following conditions to exist, or for any person owning, leasing, occupying or having charge or possession of any premises in this City to maintain such premises in such manner that any of the following conditions are found to exist or the following acts are found to have been committed thereon:

- .010 Fire Hazards. The presence of any dry or dead shrub, palm frond or tree, combustible refuse or waste, or any growing material which by reason of its size, manner of growth or location constitutes a potential fire hazard to a building, structure, crop or other property.
- .020 Public Burning. The intentional outdoor burning of any material, structure, matter or thing unless specifically authorized by the Anaheim Fire Marshal.
- .030 Refuse and Waste. The keeping of any refuse or waste on any property for a period in excess of three (3) consecutive days. "Refuse or waste" shall include, but is not limited to, the following:
 - .0301 Any rubbish, refuse, trash or debris of any kind including without limitation: rubble, asphalt, concrete, plaster, tile, rocks, bricks, soil, building materials, crates, cartons, containers, boxes, machinery or parts thereof, scrap metal or other pieces of metal, trimmings from plants or trees, cans, bottles or barrels; or
 - .0302 The accumulation of any garbage or refuse, human or animal excrement or fecal material, uneaten food or food wastes, waste matter or material that emits an offensive odor or encourages the breeding of flies or other insects.
- .040 Polluted Water. A swimming pool, spa, pond or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water being or becoming polluted water. "Polluted water" means water in a swimming pool, pond or other body of water containing bacterial growth, algae, remains of insects or deceased animals, rubbish, refuse or waste, debris, papers, or any other foreign matter or material which, because of their quantity or nature, constitute an unhealthy, unsafe or unsightly condition or obscure the bottom of the swimming pool, spa, pond or other body of water.
- .050 Improper Storage. The storage or maintenance upon any property of any of the following:
 - .0501 Motor vehicles, trailers, campers, boats, or other mobile equipment within any front yard area as defined in Title 18 of this Code, excluding driveways.
 - .0502 Inoperative, abandoned, wrecked or dismantled motor vehicles or parts thereof upon any property for a period in excess of ten (10) consecutive days. "Motor vehicle" as used in this chapter shall be defined as set forth in Section 670 of the California Vehicle Code. An "inoperative motor vehicle" includes, but is not limited to, vehicles which cannot be immediately started and driven due to a lack of fuel, lack of necessary parts, a malfunctioning engine or other malfunctioning systems or parts, a lack of one or more wheels or tires or a complete or nearly complete lack of air in any of the vehicle's tires. This section shall not apply to a vehicle or part thereof which is completely enclosed within a building in a lawful manner or where it is not visible from a street or other public or private property. This section shall also not apply to a motor vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the lawfully authorized and permitted business of a licensed dismantler, licensed vehicle dealer or a junkyard; provided, however, that this exception shall not authorize the maintenance of a public or private nuisance as defined under provisions of law other than this Section.
 - .0503 Abandoned, broken or discarded furniture, household appliances or equipment visible from a public street or other public or private property for a period in excess of three (3) consecutive days.
 - .0504 Garbage cans or refuse and recyclable receptacles as described in Section 10.10.030 in front or side yards and visible from a public street, except as permitted by Subsection .020 of Section 10.10.050 of this Code.
 - .0505 Furniture, other than lawn or patio furniture, on porches, or in required front or side yards for a period in excess of three (3) consecutive days.
 - .060 Clothes Hanging. To place, maintain, hang, dry or air out clothing, household fabrics or laundry from any manmade or natural device, including, but not limited to clotheslines, fences, open windows, balconies, trees or shrubbery, in a front or side yard that is visible from a street or other public property.

.070 Improper Maintenance.

.0701 Maintaining property including, but not limited to, building exteriors and structures, in such condition as to become so defective, unsightly, or deteriorated as to cause, in the estimation of the Building Official or the Community Preservation Manager, substantial detriment to neighboring properties and improvements.

.0702 Maintaining property where any building exists in any of the following conditions:

.01 Maintaining property where any building has been boarded up for a period in excess of three (3) consecutive days without a valid demolition or building permit on file with the Anaheim Building Division to abate said boarded up condition.

.02 Maintaining property where any building has been left open and unsecured from trespassers, children or vandals for a period in excess of three consecutive days.

.03 Maintaining property where any building, vacant or occupied, has been left in a state of partial construction and where, for three (3) consecutive days or more, no current (unexpired) building permit was on file with the Anaheim Building Division to complete said construction.

.0703 Maintaining property with any building in a condition of significant deterioration or disrepair, including, but not limited to, buildings with crumbling plaster or stucco, peeling paint/lack of paint, broken or inoperable doors or windows, insufficient weatherproofing, water or other structural damage, or broken, cracked, rotted or buckled exterior walls or roofs.

.0704 Maintaining property with defective or insufficient lighting so as to render it dangerous or detrimental to the public health, safety or welfare for a period in excess of three (3) consecutive days.

.0705 Maintaining property with overgrown vegetation which:

.01 Causes detriment to neighboring properties or obstructs pedestrian and/or vehicular traffic;

.02 Is likely to harbor rats, vermin or other nuisances;

.03 Prevents, impedes or otherwise restricts access to electric, water or gas meters, or to any other public equipment or facilities, by persons representing the City of Anaheim or any other utility requiring or seeking access thereto; or

.04 Causes visual obstruction of any street sign and/or light so as to be detrimental to the public health, safety or welfare.

.0706 Maintaining property with any type of dead vegetation.

.0707 Maintaining property on which there exists an encroachment in required yard areas which is not specifically permitted under this Code.

.0708 Maintaining property with attractive nuisances dangerous to children in the form of:

.01 Abandoned and broken equipment;

.02 Hazardous or unfenced pools, spas, ponds, other bodies of water or excavations; or

.03 Neglected, unsecured or abandoned machinery.

.0709 Maintaining property in such condition as to be detrimental to the public health, safety or general welfare or in such manner as to constitute a public nuisance as defined by Civil Code Section 3480.

.0710 Maintaining property where any device, decoration, design, fence, vehicle or structure, by reason of its condition, is unsightly or is deteriorated or maintained in a state of disrepair.

.080 Graffiti. Permitting or allowing any graffiti to remain on any property, including, but not limited to, any building, wall, fence, vehicle or structure for a period in excess of twenty four (24) hours.

.090 Unsafe Buildings and Other Structures. Any building, driveway or structure which has any of the following conditions or defects:

.0901 Whenever any door, aisle, passageway, stairway, or other means of exit is not of sufficient width or size, is not maintained, or is not so arranged as to provide safe and adequate means of exit, in case of fire or panic, for all persons housed or assembled therein who would be required to, or might use such door, aisle, passageway, stairway or other means of exit.

.0902 Whenever any portion thereof has been damaged by earthquake, wind, flood, or by any other cause, in such a manner that the structural strength or stability thereof is appreciably less than the minimum requirements of this Code for a new building of similar structure, purpose or location.

.0903 Whenever any portion or member or appurtenance thereof is likely to fall, or to become detached or dislodged, or to collapse and thereby possibly injure persons or damage property.

.0904 Whenever any building, portion of a building, or any structural member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability or is not so anchored, attached, or fastened in place so as to be capable of resisting wind pressure, earthquake forces, live-load or dead-load as specified in the Building Standards Codes, as adopted by Title 15 of this Code, without exceeding the working stresses permitted in the Building Standards Codes.

.0905 Whenever any portion thereof has settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of new construction.

.0906 Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, decay, faulty construction, or because of the removal or movement of some portion of the ground necessary for the purpose of supporting such building or portion thereof, or some other cause is likely to partially or completely collapse, or some portion of the foundation or underpinning is likely to fall or give way.

.0907 Whenever, for any reason whatsoever, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is used.

.0908 Whenever the building or structure has been so damaged by fire, wind, earthquake, flood, or other calamity, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therein to their danger, or as to afford a harbor for trespassers, homeless persons, vagrants, criminals or immoral persons, or as to enable persons to resort thereto for the purpose of committing a nuisance or unlawful or immoral acts.

.0909 Any building or structure which has been constructed or which now exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure of the building regulations of this City as set forth in the Building Standards Codes or California Health and Safety Code, or of any law or ordinance of this State or City relating to the construction, condition, location or structure of buildings.

.0910 Whenever a building or structure, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, or faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, or is in a condition that is likely to cause sickness or disease as determined by the Community Preservation Manager or the State or County Health Officer, or is likely to cause injury or be detrimental to the health, safety or general welfare of those living within.

.0911 Whenever the building or structure, used or intended to be used for dwelling purposes, has light, air, and sanitation facilities inadequate to protect the health, safety or general welfare of persons living within.

.0912 Whenever any building or structure, by reason of obsolescence, dilapidated condition, deterioration, damage, electric wiring, gas connections, heating apparatus, or other cause, is in such condition as to be a fire hazard and is so situated as to endanger life or other buildings or property in the vicinity or provide a ready fuel supply to augment the spread and intensity of fire arising from any cause.

.0913 Any building which meets the definition of a substandard building in the California Health and Safety Code.

.0914 Any building that does not conform to fire resistive requirements of the Building Standards Codes or the California Fire Code, as adopted by Title 16 of this Code.

.0915 Any sidewalk/walkway, driveway or parking lot which is debilitated, broken, damaged, or raised Item 12. ch a degree as to be unsightly if it can be viewed from public property, or to be injurious to property or injurious to persons using said sidewalk/walkway, driveway or parking lot.

.100 Improper Uses. The following uses of property are not permitted:

.1001 The use of private property for the recreational driving of any form of motorized or motor-driven bike, scooter or vehicle as defined by California Vehicle Code Section 670.

.1002 The use of any building or portion thereof for living, sleeping or cooking purposes which were not designed or intended to be used for such occupancies.

.1003 The use of any property or building or portion thereof in any manner not permitted by Title 18 of the Anaheim Municipal Code, as provided by Section 18.90.120 of this Code.

.110 Hazardous Obstructions. An obstacle, landscaping or thing installed, or maintained in the corner setback area reaching a height higher than four feet above the adjoining top of the curb at the applicable corner of the street intersection, or four feet above the nearest pavement surface where there is no curb, or the existing traveled roadway at the corner in question where there is no curb or pavement. Hazardous obstructions do not mean existing or future permanent buildings otherwise constructed or maintained in accordance with applicable zoning and building regulations, public utility poles or trees trimmed at the trunk at least eight feet above the level of the ground surface provided said trees are spaced so that trunks do not obstruct the vision of motorists.

.120 Abandoned Well. As defined in subsections .010 and .170 of Section 10.20.020 of Chapter 10.20 of Title 10 of this Code.

.130 Feeding of wild animals or cats.

.1301 It shall be unlawful for any person to feed a feral cat, a stray cat or a cat community on public property, unless the person is a cat caregiver, who first obtains permission from the Community Preservation Manager. It shall also be unlawful for any person to feed a feral cat, a stray cat or a cat community on private property in a manner that creates harmful health or sanitation conditions, destruction of property, attraction of coyotes, rats and/or other vermin, which is otherwise detrimental to the public health, safety or welfare, or which otherwise creates an unreasonable disturbance, such as noise, so as to disrupt the peace and comfort of persons of ordinary sensitivity in surrounding households. For purposes of this section, a "feral cat" is a cat who has either never had contact with humans or whose contact with humans has diminished over time. Feral cats are the offspring of stray or feral cats, are not accustomed to human contact, and are usually too fearful to be handled or adopted. As a result, feral cats survive on their own outdoors. A "stray cat" is a pet who has been lost or abandoned, is used to contact with people, may be reunited with its family, and is tame enough to be adopted. A "cat community" is a group of stray and/or feral cats that live or take refuge together as a group in a specific territory where food and shelter are available. A "cat caregiver" is a person who, in accordance with "Trap-Neuter-Return", provides care, including, food, water, shelter or medical care to a feral cat, a stray cat or a cat community. "Trap-Neuter-Return" is the method of humanely trapping feral and stray cats, having them spayed or neutered and vaccinated against rabies, and then returning them to their cat community to live out their lives or, in the case of stray cats, to their owners, if possible.

.1302 It shall be unlawful for any person to feed any wild birds on public property in a manner that creates harmful health or sanitation conditions, destruction of property, unsightly or increased slipperiness of sidewalks, animal dependency, attraction of coyotes, squirrels, rats and/or other vermin, which is otherwise detrimental to the public health, safety or welfare or otherwise creates an unreasonable disturbance, such as noise, so as to disrupt the peace and comfort of persons of ordinary sensitivity in surrounding households.

(Ord. 5622 § 2 (part); October 28, 1997: Ord. 5680 § 1; June 8, 1999: Ord. 5739 § 1; October 17, 2000: Ord. 5812 §§ 13 - 20; June 11, 2002: Ord. 6306 § 2; October 7, 2014: Ord. 6325 § 1; May 5, 2015.)

CHAPTER 13: ANIMAL FOOD AND FOOD SCRAPS

Section

32.1301 Food Left Outside for Certain Mammalian Predators.

32.1302 Food Left Outside For Any Animal During Certain Hours.

32.1303 Garbage Containing Food Scraps.

32.1304 Limited Applicability.

32.1305 Violation and Penalty.

32.1306 Severability.

§ 32.1301 Food Left Outside for Certain Mammalian Predators.

(a) No person shall feed or in any manner provide food for one or more nondomesticated mammalian predators. A nondomesticated mammalian predator shall include coyotes, raccoons, foxes, opossums, bears, mountain lions, and bobcats.

(b) Exceptions. This Section shall not apply in any of the following instances:

(1) Where the person providing the food is the owner of such non-domesticated mammalian predator and the predator is kept under a valid certificate or permit issued by the State of California Department of Fish and Game; or

(2) Where the person provides food for a trapped, injured or unweaned, nondomesticated mammalian predator between the time the agency in charge of animal control is notified and the time such predator is picked up by said agency.

(Ord. 3322, passed - -1989)

§ 32.1302 Food Left Outside for Any Animal During Certain Hours.

No person shall leave or permit to be left out-of-doors food for any animal between the hours of 10:00 p.m. of any one day and 6:00 a.m. of the following day, unless the area where the food is left is not accessible to nondomesticated mammalian predators.

(Ord. 3322, passed - -1989)

§ 32.1303 Garbage Containing Food Scraps.

No person shall leave or permit to be left out-of-doors any garbage containing food scraps without first securing said food scraps in closed containers.

(Ord. 3322, passed - -1989)

§ 32.1304 Limited Applicability.

Sections 32.1302 and 32.1303 shall be applicable only in the mountainous and foothill areas of the County described as follows: Beginning at the intersection of the San Bernardino and Los Angeles County line with the center line of State Highway 138; thence southeasterly along said center line to the north line of Section 1, Township 3 North, Range 7 West, San Bernardino Meridian, said point being also on the northern boundary of the San Bernardino National Forest; thence easterly along said boundary and continuing along said boundary, following all of its various courses to the Northeast corner of Section 18, Township 3 North, Range 5 West, San Bernardino Meridian; thence leaving said National Forest boundary east along section lines to the northeast corner of Section 13, Township 3 North, Range 4 West, San Bernardino Meridian; thence south along the East line of said Section 13 to the northwest corner of Section 10, Township 3 North, Range 3 West, San Bernardino Meridian, said point being also on the northern boundary of the San Bernardino National Forest; thence easterly along said boundary and continuing along said boundary, following all of its various courses to the San Bernardino and Riverside County line; thence leaving said National Forest boundary Westerly along said County line to the southwest corner of Section 8, Township 2 South, Range 1 West, San Bernardino Meridian; thence north along section lines to the northwest corner of Section 32, Township 1 South, Range 1 West, San Bernardino Meridian; thence east along the North line of said Section 32 to the southwest corner of Section 28; thence north along the west line of Sections 28 and 21 to the Southeast corner of Section 17; thence west along section lines to the center line of Bryant Street; thence northwesterly along said center line to the center line of State Highway 38; thence westerly along said center line of State Highway 38 to the center line of Garnet Street; thence northerly along said center line of Garnet Street to the center line of Florida Street; thence westerly along said center line of Florida Street to the center line of Green Spot Road; thence northerly and westerly along said center line of Green Spot Road to the eastern boundary line of the City of Highland; thence northerly along said boundary and continuing along said boundary, following all of its various courses to the Northern boundary of the City of San Bernardino; thence westerly along said northern boundary of the City of San Bernardino, following all of its various courses to the center line of Interstate 215; thence leaving said boundary northwesterly along said center line to the center line of Interstate 15; thence southwesterly along said center line of Interstate 15 to the south line of Section 13, Township 1 North, Range 6 West, San Bernardino Meridian; thence west along section lines to the southwest corner of Section 16, Township 1 North, Range 7 West, San Bernardino Meridian, said point being on the boundary of the City of Rancho

Cucamonga; thence northerly, westerly and southerly along said boundary to the northern boundary of the City of Upland; thence westerly along said northern boundary of the City of Upland to the San Bernardino and Los Angeles County line; thence northerly along said County line to the point of beginning.

(Ord. 3322, passed - -1989)

§ 32.1305 Violation and Penalty.

A person violating any provision of this Chapter shall be guilty of an infraction, punishable in accordance with the provisions of Chapter 2 of Division 1 of Title 1 of this Code.

(Ord. 3322, passed - -1989)

§ 32.1306 Severability.

If any provision or clause of this Chapter or the application thereof to any person or circumstances is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other sections, provisions, or clauses or applications thereof which can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses of this Chapter are declared to be severable.

(Ord. 3322, passed - -1989)

In section 13-1208 and in this article, unless the context otherwise requires:

1. "Animal" means any animal of a species that is susceptible to rabies, except man.
2. "At large" means being neither confined by an enclosure nor physically restrained by a leash.
3. "County board of health" means the duly constituted board of health of each county.
4. "County enforcement agent" means that person in each county who is responsible for enforcing this article and the rules adopted under this article.
5. "County pound" means any establishment that is authorized by the county board of supervisors to confine, maintain, safekeep and control dogs and other animals that come into the custody of the county enforcement agent in the performance of the county enforcement agent's official duties.
6. "Department" means the department of health services.
7. "Impound" means the act of taking or receiving into custody by the county enforcement agent any dog or other animal for the purpose of confinement in a county pound in accordance with this article.
8. "Kennel" means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five or more dogs under controlled conditions.
9. "Livestock" means neat animals, horses, sheep, goats, swine, mules and asses.
10. "Owner":
 - (a) Means any person who keeps an animal other than livestock for more than six consecutive days.
 - (b) Does not include a person who keeps an animal at the request of an animal shelter as defined in section 11-1022.
11. "Rabies quarantine area" means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.
12. "Stray dog" means any dog three months of age or older running at large that is not wearing a valid license tag or microchipped.
13. "Vaccination" means the administration of an antirabies vaccine to animals by a veterinarian or by a rabies vaccinator who is certified pursuant to section 32-2240.02.
14. "Veterinarian", unless otherwise indicated, means any veterinarian who is licensed to practice in this state or any veterinarian who is employed in this state by a governmental agency.
15. "Veterinary hospital" means any establishment that is operated by a veterinarian licensed to practice in this state and that provides clinical facilities and houses animals or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it or as an integral part of it pens, stalls, cages or kennels for quarantine, observation or boarding.
16. "Vicious animal" means any animal of the order carnivora that has a propensity to attack, to cause injury to or to otherwise endanger the safety of human beings without provocation or that has been so declared after a hearing before a justice of the peace or a city magistrate.

- [4-1 Definitions](#)
- [4-2 Unlawful To Resist Or Obstruct Animal Control Officer](#)
- [4-3 Vaccinations -- Certificate Required For Dog Licensing](#)
- [4-4 License Required -- License And Impound Fees](#)
- [4-5 License Fee -- Exemptions](#)
- [4-6 Receipt And Tag Issuance -- Replacement](#)
- [4-7 License Period/Renewal](#)
- [4-8 License Register](#)
- [4-9 Tagging Dog -- Tag Misuse](#)
- [4-10 Number Of Animals Allowed](#)
- [4-11 Wild Animals](#)
- [4-12 Restrictions On Keeping Fowl](#)
- [4-13 Restraint And Sanitation](#)
- [4-14 Strays -- Impoundment](#)
- [4-15 Permitting Animals To Run At Large](#)
- [4-15.1 Rules To Observe Within Needles Dog Park](#)
- [4-16 Duty To Impound Animals Running At Large](#)
- [4-17 Right Of Entry](#)
- [4-18 Means Of Capture](#)
- [4-19 Release Of Dog And/Or Cat -- Basic Conditions](#)
- [4-20 Release -- Neutering Or Spaying](#)
- [4-21 Release -- Rabies Suspicion](#)
- [4-22 Quarantine Authority Generally](#)
- [4-23 Biting Animal -- Report](#)
- [4-24 Biting Animal -- Confinement If Vaccinated](#)
- [4-25 Biting Animal -- Confinement If Unvaccinated](#)
- [4-26 Rabies Suspect -- Confinement And Release](#)
- [4-27 Rabies Suspect -- Impoundment -- Destruction](#)
- [4-28 Owner To Report Suspicion Of Rabies](#)
- [4-29 Bitten Animals](#)
- [4-30 Animal Bite Record](#)
- [4-31 Vicious Animals -- Just Cause](#)
- [4-32 Vicious Animals -- Restrictions](#)
- [4-33 Abandonment](#)
- [4-34 Protective Care By Officer](#)
- [4-35 Poisoning](#)
- [4-36 Vehicle Confinement Or Carrying -- Generally -- Open Trucks](#)
- [4-37 Vehicle Confinement -- Responsible Person](#)
- [4-38 Vehicle Confinement -- Impoundment](#)
- [4-39 Found Animal Reporting](#)
- [4-40 Injury By Vehicles -- Motorist Responsibility](#)
- [4-41 Fighting](#)
- [4-42 Injury And Overwork](#)
- [4-43 Depriving Of Food, Shelter Or Medical Care](#)
- [4-44 Intoxicated Driving Or Riding](#)
- [4-45 Cages, Fences And Leashes](#)
- [4-46 Trapping -- Manner -- Care While Trapped](#)
- [4-47 Trapping -- Disposal](#)
- [4-48 Crating Or Boxing](#)
- [4-49 Promotional Sale Or Gift](#)
- [4-50 Research Or Medical Use](#)
- [4-51 Euthanasia -- Certification](#)
- [4-52 Public Nuisance Animal](#)
- [4-53 Professional Animal Handlers](#)
- [4-54 Violations -- Penalty](#)
- [4-60 Mandatory Spaying And Neutering -- Cats](#)

4-1 Definitions

As used in this chapter, unless the context otherwise indicates, the following definitions shall be in effect:

- (a) “Adequate feed” means the provision at suitable intervals, but in no event less than once every twenty-four hours, of a quantity of wholesome foodstuff suitable for the animal’s physical condition and age, sufficient to maintain an adequate level of nutrition in the animal. Such foodstuff is to be served in a clean receptable, dish or container.
- (b) “Adequate water” means the access to a sufficient supply of clean, fresh, and potable water provided at suitable intervals for the animal’s physical needs and the climatic conditions.
- (c) “Animal” means dogs, cats, horses, mammals, reptiles, birds and other wild, domestic or farm animals that may be found in the care, custody, control or ownership of human beings.
- (d) “Administrative hearing officer” means the code enforcement department head or any person or persons so appointed by the city manager.
- (e) “Animal control officer” means any duly authorized person in the employ of the city responsible for the enforcement of this chapter and regulations.
- (f) “Animal shelter” means any establishment authorized by the city for the confinement, maintenance, safekeeping and control of all animals that come into the custody of any animal control officer in the performance of his/her official duties.
- (g) “Animal vaccination certificate” means that every veterinarian who vaccinates any animal with rabies vaccine shall issue to the owner of such animal, a certificate, which is signed by the veterinarian and which states thereon the name and description of the animal, the date of such vaccination and the expiration date and type of vaccine used.
- (h) “At large” means not confined; any animal which is not directly controlled and contained by an owner is an animal “at large.”
- (i) “Bite” means a puncture, scrape or tear of the skin inflicted by teeth of an animal.
- (j) “City” means the City of Needles, California.
- (k) “Commercial kennel” means any licensed establishment in the city at which dogs are bred, raised for sale, trained, rented, boarded, and cared for, for profit, excluding dental, medical or surgical care.
- (l) “Commercial stables” means any licensed establishment in the city at which horses are bred, raised for sale, boarded, cared for, quarantined (forty days in a state of enforced isolation), trained, sold, or rented, on a commercial basis excluding dental, medical or surgical care.
- (m) “Confined” means a condition whereby an animal is restricted to the property of the owner by enclosed lot, leash, cord or chain of suitable length for the type of animal, as determined by an animal control officer and so placed that the animal has free access to his feed, water and shelter, and further, so affixed as to preclude the animal becoming entangled on any obstruction; and the cage, coop, stable, leash, cord, chain, or fence barrier shall be of such size and length to permit the animal to stand upright and lie down, and of such further dimensions as shall be deemed adequate by the animal control officer.
- (n) “Cruelty or torture” of any animal, means every act, omission or commission where physical pain, suffering or death is caused by any person.
- (o) “Dog license” means the actual paper receipt which evidences the fact that a party has purchased a dog license. The license must contain certain information concerning a specific animal (breed, type, color, sex, tag number and rabies vaccination date) and information concerning the owner of said animal (name, address and telephone number).
- (p) “Dog tag” means the number stamped metal or plastic disk which is to be attached to the dog’s collar or harness as evidence of the purchase of a license.

- (q) “Fees” means moneys collected by the city, as established by the city council and amended from time to time for the impounding, maintenance, sale or destruction of animals at the animal shelter.
- (r) “Fowl” means any domesticated bird.
- (s) “Gift” means something voluntarily transferred from one to another without compensation.
- (t) “Grooming parlor” means any establishment, or part thereof, or premises, maintained for the purpose of offering animal grooming services for profit.
- (u) “Impound” means the act of taking or receiving into custody by any law enforcement officer any animal for the purpose of confinement in an animal shelter consistent with the provisions of this chapter.
- (v) “Kennel” means a house for a dog or dogs; an establishment where dogs are bred, boarded, or impounded.
- (w) “License fee” means the fee paid for each dog license, as established by the city council.
- (x) “Nuisance animal” means any animal which unreasonably annoys humans, endangers the life or health of other animals or person, or gives offense to human senses; or which substantially interferes with the right of the citizens, other than its owner, to the enjoyment of life or property.
- (y) “Owner” means any person owning, possessing, and having the care, custody and control of any animal.
- (z) “Pet shop” means any business intended as a profit-making or commercial establishment, premises or a part thereof, maintained for the purchase, sale, exchange or hire of animals of any type; except that the term shall not include livestock auctions.
- (aa) “Rabies quarantine area” means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent the city’s jurisdiction.
- (ab) “Service dog” means a dog specifically trained and used to aid a handicapped person.
- (ac) “Shelter” means protection from the elements as hereinafter provided.
- (ad) “Stray animal” means any animal at large of which the ownership is unknown.
- (ae) “Vaccination” means administration of an anti-rabies vaccine to any animal by a veterinarian.
- (af) “Vaccine” means an anti-rabies medication in a dosage and type as designated by the State Veterinarian.
- (ag) “Veterinarian” means any person licensed to practice veterinary medicine by any State Board of Veterinary Medical Examiners.
- (ah) “Veterinary clinic” means any establishment operated by a veterinarian to provide dental, medical or surgical treatment, care and grooming, for animals on an outpatient basis.
- (ai) “Veterinary hospital” means any establishment operated by a veterinarian that provides clinical facilities and houses animals for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it, or as an integral part of it, pens, stalls, cages, or kennels for quarantine or observation, in a completely enclosed building.
- (aj) “Vicious animal” means any animal which without provocation has attacked, bitten, or injured any human being, other animal or livestock, or which has a known propensity to attack or bite human beings or animals.
- (ak) “Vicious animal restrictions” means a vicious animal shall be confined by the owner or custodian within a building or secure enclosure and shall not be taken out of such building or secure enclosure unless securely restrained.
- (al) “Wild animal” means any animal found naturally in an undomesticated state, whether indigenous to this state or not, and whether raised in captivity or not. (Ord. No. 447-AC)

4-2 Unlawful To Resist Or Obstruct Animal Control Officer

It is unlawful for any person to resist or obstruct any animal control officer in the exercise of duties, or Item 12. with equipment, imposed by this chapter. Also, it is unlawful for any person to tamper, remove or destroy animal

4-3 Vaccinations -- Certificate Required For Dog Licensing

- (a) Every person applying for a dog license must exhibit a certificate issued by a licensed veterinarian. Such certificate shall show that the dog, for which the license shall be issued, has been vaccinated against rabies in accordance with the provisions of subsection (b) of this section. A license for such dog shall not be issued unless and until such certificate is so exhibited.
- (b) Rabies Vaccination Certificate. Every person practicing veterinary medicine in the city who vaccinates an animal with rabies vaccine shall issue to the person keeping, harboring or having such animal a certificate which is signed by the veterinarian and which states thereon the name and description of the animal, the date of such vaccination and the expiration date and type of vaccine used. (Ord. No. 447-AC)

4-4 License Required -- License And Impound Fees

- (a) It is unlawful to own or harbor any dog within the city over the age of six months or more, without purchasing a license.
- (b) It shall be the duty of every person owning or harboring a dog or dogs to place and maintain a collar upon the neck of each and every dog and to attach thereto a dog license tab secured from the city.
- (c) The fees for each dog license and for all applicable pound fees shall be established by city council resolution. (Ord. No. 447-AC)

4-5 License Fee -- Exemptions

- (a) Service Dogs. The license fee provisions of this chapter shall not apply to a dog which has been trained or is being trained and is being used as a service dog. Proof of use and training as a service dog shall be the responsibility of the person, firm or corporation owning said animal and will be supplied in the form of a certificate of training in a form satisfactory to the animal control officer.
- (b) Dogs in military service or in law enforcement.
- (c) Puppies. The provisions of this chapter relating to licensing shall not apply to dogs under six months of age. (Ord. No. 447-AC)

4-6 Receipt And Tag Issuance -- Replacement

There shall be given to each person paying such license fee a receipt stating the amount and date of payment and the date of expiration of such license and containing a brief description of the dog. The owner shall be furnished a numbered tag of durable material. If such tag is lost, it shall be the duty of the owner, within ten days from the date of discovery of loss, to procure a new numbered tag and pay the fee established in the fee schedule by the city council. (Ord. No. 447-AC)

4-7 License Period/Renewal

Each dog license issued by the city shall be good for one-year period. (Ord. No. 447-AC)

4-8 License Register

The city shall keep a register of all licenses issued showing:

- (a) The name, current address, and telephone number if any, of the owner;
- (b) Description of the dog; and age, if known;
- (c) Whether altered or not;
- (d) The number of the tag;
- (e) Expiration date of vaccination and type. (Ord. No. 447-AC)

4-9 Tagging Dog -- Tag Misuse

- (a) The owner of any dog licensed under this chapter shall securely fasten about the neck of the dog a collar with the tag attached thereto bearing the number of the license.
- (b) It is unlawful for any person to intentionally remove any license tag issued under the provisions of this chapter from any dog not owned by him, or not lawfully in his possession or for any person to place on any dog or to permit any dog in his control or possession, to wear any license tag not issued under the provisions of this chapter for that particular dog, or to own, keep or possess, any dog, wearing any counterfeit, imitation, or altered license tag. (Ord. No. 447-AC)

4-10 Number Of Animals Allowed

No person shall possess any combination of more than four (4) animals (as defined in section 4-1) at any one residence located within the city without first obtaining written permission from the department of animal control. (Ord. No. 447-AC; Ord. No. 489-AC)

4-11 Wild Animals

- (a) No wild animals shall be exhibited in public or private or kept anywhere within the city unless and until the owner or person harboring such animals shall have obtained written permission from the city's department of animal control. Said permission must be obtained within ten days of obtaining the animal or arriving in the city.
- (b) Any person having at the date of the adoption of the ordinance codified in this chapter or thereafter obtaining, owning or having the care, custody, or control of any wild animal, shall receive written permission from the animal control officer for information purposes. (Ord. No. 447-AC.)

4-12 Restrictions On Keeping Fowl

It is unlawful for any person to keep or cause to be kept, or permit to be kept on premises over which any person may have control within the city limits:

- (a) Any rooster or the male of any species of fowl over the age of three months, except where permitted in the proper land use zone;
- (b) Any fowl within seventy feet of any dwelling or other buildings used for the habitation of human beings, other than his own personal and private dwelling;
- (c) Any fowl that shall not at all times be confined within a suitable home or coop or enclosed runway;
- (d) Any fowl in any house, coop or runway which shall not at all times be kept clean and free from offensive odor. (Ord. No. 447-AC)

4-13 Restraint And Sanitation

- (a) Every person who is the owner of any animal or keeps the same upon his premises or under his care, custody or control, must have a fenced yard or use a chain, or other adequate means so that said animal shall not leave or escape from the premises upon which it shall be kept.
- (b) No person shall keep any such animal unless its living area is kept clean and free from offensive odors, animal wastes and rodents, excessive amounts of flies, or any other offensive or unwholesome condition.
- (c) It is unlawful for the owner or person having care, custody, or control of any animal to permit, either willfully or through failure to exercise due care and control of such animal, any animal to excrete any solid waste upon any sidewalk of any public street or public park, or upon any real property of any other person, or upon any place to which the public has normal access or right of ingress or egress, provided that no violation of this section shall occur if the owner of the offending animal promptly and Item 12. removes the animal waste. (Ord. No. 447-AC)

4-14 Strays -- Impoundment

Any animal running at large shall be impounded at the city animal shelter for not less than seventy-two hours; within which time, if the ownership of the animal is provided and the owner calls for it. Such owner shall be able to remove such animal upon the payment of a fee for its impoundment in an amount to be determined by the city council, which shall go to the credit of the department of animal control, and an amount set by the city council for board of the animal. If the ownership of the animal is unknown and not easily ascertainable, or the animal is unclaimed after five days, the city may dispose of the animal by sale, gift or euthanasia. (Ord. No. 447-AC)

4-15 Permitting Animals To Run At Large

It is unlawful for any person having charge, custody or control of any dog or other animal, or any fowl, to permit the same to run at large or trespass on the private premises of another, or to be on any public highway, street, alley, court, public ground, or unfenced lot. Dogs on any public street or other premises, must be restrained by a leash, not to exceed six feet. (Ord. No. 447-AC)

4-15.1 Rules To Observe Within Needles Dog Park

- (a) It is unlawful for any person having charge, custody or control of a dog not to restrain the dog by leash, not to exceed six feet, except when the dog is within the enclosed boundary of the Needles Dog Park. Persons using the Dog Park facility must follow these rules and any other posted rules posted by the City.

RULES TO OBSERVE WITHIN NEEDLES DOG PARK

- (1) Keep all gates to the Dog Park closed!
- (2) Dog Park owners, holders, and users (collectively, "Dog Park Users") agree to hold the City and its various departments, employees, volunteers and agents harmless from all liability, claims, and/or damages for personal injury, property damage or injury to their pet(s).
- (3) Dog Park Users agree to abide by the Dog Park rules and any future amendments thereto.
- (4) Dog Park Users use the Dog Park AT THEIR OWN RISK and assume all risk of injury to themselves, any minor accompanying them, and users assume all risk of injury and damage to their personal property.
- (5) Only dogs are permitted and no more than three (3) dogs per Dog Park User.
- (6) No dog with a history of biting either a human or other dogs shall be permitted.
- (7) All dogs must be fully vaccinated and licensed, in compliance with State, County and City requirements, and must wear a collar with current tags. Spiked collars are not permitted.
- (8) Dogs must always be attended by, under the control of, and in the view of an adult over 18 years.
- (9) Dogs must be on leash at all times unless in the designated off-leash enclosed areas.
- (10) Dog Park Users must always have the leash on their person.
- (11) Dog Park Users are responsible for their dog's behavior and are legally responsible for injuries caused by their dog.
- (12) Dog Park Users must pick up after their dog and dispose of waste in the containers provided.
- (13) Dog Park Users must fill any holes made by their dogs.
- (14) No one under the age of 18 years shall be permitted in the Dog Park unless under adult supervision.
- (15) No female dogs in heat are permitted.
- (16) Rough play and aggressive dogs are not allowed. In the event a dog displays aggressive behavior, the dog shall immediately be placed on a leash and removed.
- (17) No human or dog food allowed; however, dog treats are allowed.

- (18) Never give treats to a dog without the Dog Park User's permission.
- (19) No alcohol or tobacco products permitted.
- (20) Only "throw" toys are allowed.
- (21) Do not brush or otherwise groom dogs inside the Dog Park.

4-16 Duty To Impound Animals Running At Large

It will be the duty of the animal control officer and of every police officer while on duty to take up and deliver to the animal shelter, subject to the provisions of this chapter, all animals, dogs or fowl found running at large or trespassing on any private premises, or found upon any public highway, street, alley, court, public grounds, or upon any unfenced lot, or not within a sufficient enclosure. (Ord. No. 447-AC)

4-17 Right Of Entry

The animal control officer or any police officer of the city, for just cause, shall have the right to enter upon any private property or public property in the city in order to examine or capture any animal thereon or therein, provided however, that no such officer, or employee, agent, or servant thereof, shall have the right to enter a house or structure without having first secured a search warrant or permission from the property owner thereof. (Ord. No. 447-AC)

4-18 Means Of Capture

The animal control officer or any police officer shall have the authority, when deemed by them reasonably necessary, to utilize a tranquilizer gun or any other form of device or substance in order to apprehend, capture, control, or subdue or destroy any animal either running at large, or considered to be a threat. (Ord. No. 447-AC)

4-19 Release Of Dog And/Or Cat -- Basic Conditions

No dog or cat impounded shall be released to any person residing within the city, except under the following conditions:

- (a) There has been presented to the department of animal control a current license for such dog, or a deposit for license paid by the person adopting, owning or keeping such animal. After fifteen days license deposits are forfeited if license is not obtained.
- (b) There has been paid to the department of animal control the impound, board, and other fees as provided by the law; or adoption fee, as established by the city council, by the person applying for the release of said animal.
- (c) Animal is deemed a gift. (Ord. No. 447-AC)

4-20 Release -- Neutering Or Spaying

Before the release of any dog or cat, a deposit is required by the state for the spaying or neutering of the animal. (Ord. No. 447-AC)

4-21 Release -- Rabies Suspicion

If the animal control officer suspects that any animal impounded has rabies he/she shall hold such animal for examination by a veterinarian. In the event that such animal is afflicted with rabies, it shall be disposed of or confined for such time as the animal control officer shall direct. Whenever the animal control officer shall determine that such animal does not have rabies, it shall be released as provided herein. (Ord. No. 447-AC)

4-22 Quarantine Authority Generally

The animal control officer may, by public notice and proclamation, quarantine any animal in any are Item 12. city where he finds rabies or other disease to exist. During such quarantine period and until public notice of its

termination has been given by the animal control officer, each animal in that area must be securely confined by its owner. All such designated animals found at large in that area during such period may be impounded, quarantined or destroyed as ordered by the animal control officer. (Ord. No. 447-AC)

4-23 Biting Animal -- Report

It shall be the duty of anyone with knowledge of a human being having been bitten by any animal to promptly report the same to the animal control officer, and to provide all pertinent information requested. (Ord. No. 447-AC)

4-24 Biting Animal -- Confinement If Vaccinated

If the biting animal has been properly vaccinated against rabies, it shall be the duty of any person owning, possessing or having the care, custody or control of said animal to confine such animal separately and securely in keeping with directions from the animal control officer for a period of ten days. In the event such animal develops any illness during the quarantine period, the owner or person having the care, custody, or control shall promptly notify a veterinarian, who shall make such examination as he deems necessary and report his findings to the animal control officer. In the event said animal is deemed to have rabies, said animal shall be handled in accordance with the provisions of this chapter.

4-25 Biting Animal -- Confinement If Unvaccinated

In the event the biting animal has not been vaccinated against rabies, said animal shall be quarantined and confined, at the owner's expense in either the animal quarters at the business premises of a veterinarian, in the city animal shelter or at the owner's premises at the discretion of the animal control officer for a period of ten days for observation. Such animal shall not be released before suitable provisions for vaccination and licensing have been made as set forth in this chapter. (Ord. No. 447-AC)

4-26 Rabies Suspect -- Confinement And Release

- (a) Upon the receipt by the animal control officer of any animal believed to be afflicted with rabies, or which has been exposed to the infection of rabies, such officer shall separately confine such animal and shall immediately notify a veterinarian. The veterinarian shall thereupon make such examination of the animal as deemed necessary.
- (b) It shall be the duty of the animal control officer to keep such animal suspected of having rabies confined for such time as the veterinarian may direct, and such animal shall not be redeemed or released except upon written order signed by the animal control officer.
- (c) The cost of all examinations shall be borne by the owner of said animal. (Ord No. 447-AC)

4-27 Rabies Suspect -- Impoundment -- Destruction

It shall be the duty of the animal control officer to impound any animal found in or upon any public street, alley or other public place, or in or upon any lot or premises, whether public or private, if such animal is known to have been bitten or suspected of having rabies, or known to have been bitten by any animal having or suspected of having rabies, and such animal shall be brought immediately to a veterinarian for determination of whether the animal shall be destroyed or impounded. If destruction of the animal is required, destruction shall be accomplished in such manner as to preserve the head intact. Such head shall promptly and without delay be properly removed and packaged for shipment for laboratory analysis. (Ord. No. 447-AC)

4-28 Owner To Report Suspicion Of Rabies

Whenever any person owning, possessing or having the care, custody or control of an animal shall observe or learn that such animal shows symptoms of rabies, or acts in a manner which would lead to a reasonable suspicion that it may have rabies, he shall immediately notify the animal control officer to make an inspection or examination of such animal until it shall be established to the satisfaction of a veterinarian or animal control officer that such animal has or does not have rabies. (Ord. No. 447-AC)

4-29 Bitten Animals

Whenever any animal is bitten by another animal suspected of having rabies, the owner of the animal so bitten or the owner of the biting animal shall immediately notify the animal control officer. (Ord. No. 447-AC)

4-30 Animal Bite Record

It shall be the duty of the animal control officer to keep an accurate record of all reports of animal bites, including the place of occurrence, time of report, person making the report, disposition of the case, and such other information as may be required by the animal control officer. Each such case shall be investigated, and the animal properly dealt with in accordance with the provisions of this chapter. (Ord. No. 447-AC)

4-31 Vicious Animals -- Just Cause

- (a) Any animal which without provocation has attacked, bitten, or injured any human being, other animal or livestock, or which has a known propensity to attack or bite human beings or animals is defined to be a vicious animal for the purpose of this chapter.
- (b) It shall be the duty of the animal control officer to receive and investigate complaints concerning vicious animals. Whenever an animal complained against shall be deemed by a police officer or the animal control officer to be a possible vicious animal, the animal control officer shall report the fact to the administrative hearing officer in the form of a written complaint.
- (c) The administrative hearing officer, after the public hearing finds the evidence before it, that the animal complained of is in fact a vicious animal as defined in section 4-1, the administrative hearing officer may direct the owner or custodian of the vicious animal to confine the animal and to abate its danger to the public in accordance with section 4-1, or require the owner or custodian of the vicious animal to surrender the animal to the city and authorize the animal control officer to destroy the animal.
- (d) The animal control officer shall maintain a record of all known vicious animals in the city.
- (e) If any dangerous, fierce, or vicious animal shall be found at large or running at large and cannot be taken up or tranquilized and impounded, such animal may be slain by any duly authorized officer or agent. (Ord. No. 447-AC)

4-32 Vicious Animals -- Restrictions

- (a) A vicious animal shall be confined by the owner or custodian within a building or secure enclosure and shall not be upon any street or public place, except while securely restrained, humanely muzzled and in the charge of a responsible person.
- (b) A vicious animal not confined as required by this subsection is hereby declared a public nuisance, detrimental to the public health, safety and welfare. The owner of the animal shall be held strictly liable for any violation of this section and for any damages caused hereby. (Ord. No. 447-AC)

4-33 Abandonment

It shall be unlawful for any person owning, possessing or having the care, custody, or control of any animal or carcass, to abandon the same on a public street, road, alley, or any other public place, or upon the private property of another. An animal shall be considered to be abandoned when not claimed by an owner after seven calendar days. (Ord. No. 447-AC)

4-34 Protective Care By Officer

Whenever the animal control officer finds that any animal is, or will be, without proper care, the officer may take up such animal for protective care, and in the event of sickness or injury of the animal, where the owner or keeper is unknown, the officer may take any action he deems appropriate to prevent undue pain and suffering, including veterinary care or the immediate destruction of the animal. (Ord. No. 447-AC)

4-35 Poisoning

It is unlawful for any person to administer any poisonous drug or substance with intent that the same shall be taken by an animal, whether such animal be the property of himself or another, or whether said drug or substance

be exposed upon such person's property, the private property of another, or any public place. (Ord. No. 447-AC)

4-36 Vehicle Confinement Or Carrying -- Generally -- Open Trucks

It is unlawful for any person to carry or enclose, or cause to be carried or enclosed in or upon any vehicle or conveyance any animal in a cruel or inhumane manner. It shall be unlawful for any person to transport or convey any animal in the bed of an open pickup truck or similar open vehicle without making some provisions to prevent said animal from jumping or being thrown from said vehicle or conveyance. (Ord. No. 447-AC)

4-37 Vehicle Confinement -- Responsible Person

No person having charge or custody of an animal, as owner or otherwise, shall place or confine such animal or allow such animal to be placed or confined or to remain in a motor vehicle under such conditions or for such period of time as may endanger the health or wellbeing of such animal due to heat, cold, lack of food or water, or such other circumstances as may be reasonably be expected to cause suffering, disability or death. (Ord. No. 447-AC)

4-38 Vehicle Confinement -- Impoundment

Any law enforcement officer or animal control officer who finds an animal in a motor vehicle in violation of this chapter may break and enter the motor vehicle if necessary to remove the animal.

- (a) The officer removing the animal shall take the animal to the animal shelter or to a veterinarian if deemed necessary and shall, in the event the person having custody cannot be otherwise contacted, leave in a prominent place in the motor vehicle a written notice bearing his name, office and address where the animal may be claimed by the owner thereof.
- (b) The animal will be surrendered to the owner if the owner claims the animal within seventy-two hours from the time the animal was removed from the motor vehicle and pays all reasonable charges that have accrued for the maintenance of the animal.
- (c) In the event the owner cannot be contacted or expresses no interest in reclaiming the animal within the allotted seventy-two hour holding period the animal control officer may dispose of the animal in any reasonable humane manner, including adoption. (Ord. No. 447-AC)

4-39 Found Animal Reporting

Each person that shall take custody of any lost, abandoned animal running at large shall report the same to the animal control facility immediately after taking custody thereof. (Ord. No. 447-AC)

4-40 Injury By Vehicles -- Motorist Responsibility

- (a) Every operator of any vehicle upon the streets and ways of the city shall immediately upon injuring, striking, maiming or running down any animal give such aid as he/she is reasonably able to render. In the absence of the owner, he/she shall immediately contact the animal control officer furnishing sufficient facts relative to such injury.
- (b) It is the duty of such operator to remain at or near the scene until the appropriate authorities arrive, and immediately identify him or herself.
- (c) Alternatively, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the animal shelter.
- (d) Emergency vehicles are not required to stop if an animal is hit while responding to an emergency call, but shall notify the animal control officer, as soon as possible. (Ord. No. 447-AC)

4-41 Fighting

It is unlawful for any person to own, keep, or use, or in any manner be connected with, or financially interested in, the management of, or to receive money or other thing of value for the admission of any person to, a house, apartment, pit or place procured or permitted to be used or occupied for baiting or fighting of animals; or to

instigate, promote, arrange, or carry on a fight between animals, or do any act as assistant, umpire, principal, spectator or otherwise in a fight between animals, or in aid of or calculated to encourage or further any fight between animals. (Ord. No. 447-AC)

4-42 Injury And Overwork

It is unlawful for any person to overdrive, overload, torture, beat, injure, maim, mutilate, or kill any animal whether belonging to himself or to another, whether on or off the premises of the owner of said animal. (Ord. No. 447-AC)

4-43 Depriving Of Food, Shelter Or Medical Care

It is unlawful to deprive any animal of necessary food, drink, or shelter, or expose to the elements of the weather and to the extremes of heat or cold, or refuse to obtain veterinary care for illness, injury, disease or infirmity, or willfully instigate, engage in, or in anyway further an act of cruelty to any animal, or any act to produce such cruelty. Action as per section 4-34. (Ord. No. 447-AC)

4-44 Intoxicated Driving Or Riding

It is unlawful for any person to ride or drive an equine while such person is under the influence of intoxicating liquor or drug.

4-45 Cages, Fences And Leashes

It is unlawful to confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the animal control officer; or to restrict any animal by leash, cord, or chain of a length deemed insufficient for the animal. (Ord. No. 447-AC)

4-46 Trapping -- Manner -- Care While Trapped

It is unlawful for any person to trap any animal with other than a humane "live" trap which will inflict no physical injury upon the animal. It is unlawful for any person having trapped an animal to leave it without food, water or shelter for an unreasonable period. (Ord. No. 447-AC)

4-47 Trapping -- Disposal

It is unlawful for any person who has trapped an animal, or discovers any animal so trapped, to dispose of it in any fashion. The animal shall immediately be taken to the shelter or call the shelter for a pick-up. (Ord. No. 447-AC)

4-48 Crating Or Boxing

It is unlawful for any person to overcrowd any animal in any crate, box, or other receptacle or fail to provide water, food, shelter, or sanitation for same. (Ord. No. 447-AC)

4-49 Promotional Sale Or Gift

It is unlawful for any person, in connection with any advertising campaign or promotion, to give, sell, or barter, or offer to use, give, sell, or barter, as a gift or prize, any live animal in any manner where there will be a transfer of ownership or possession. (Ord. No. 447-AC)

4-50 Research Or Medical Use

It is unlawful for any person within the city to sell or offer for sale, buy or offer to buy, barter or offer to barter, give or offer to give, or furnish any animal for the purpose of experimental, laboratory or vivisection use. (Ord. No. 447-AC)

4-51 Euthanasia -- Certification

No employees of a public or private animal shelter may use any substance in the euthanasia of any animal unless he/she is certified as competent to use those substances by a certified educational institution or by a licensed veterinarian. (Ord. No. 447-AC)

4-52 Public Nuisance Animal

No person shall keep or maintain any animal in the city in such manner as to disturb the peace, comfort or health of any person.

- (a) Any person failing to abate such a nuisance after the administrative hearing officer has ordered him to do so shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not in excess of five hundred dollars. The administrative hearing officer, after due notice and an administrative hearing as required by this chapter, may impose civil penalties.
- (b) Any animal having been declared to be a public nuisance shall, when required by the administrative hearing officer and upon demand by the animal control officer, be delivered by this owner to the custody of the city. A public nuisance animal which has been impounded by the city may be redeemed by the owner only upon those conditions established by the administrative hearing officer for that animal.
- (c) Any animal found to be unredeemable shall be disposed of. No animal may be destroyed or otherwise disposed of pending the outcome of any appeal from an order of the administrative hearing officer. The animal control officer shall retain custody of the animal pending appeal, and the expense of the care, feeding, and any necessary veterinary care for the animal shall be charged to the owner.
- (d) As an alternative, if any person shall fail to abate a public nuisance animal or public nuisance condition after the administrative hearing officer has ordered him to do so, the city manager may refer the matter to the city attorney for appropriate legal action. (Ord. No. 447-AC)

4-53 Professional Animal Handlers

- (a) Persons operating or owning a commercial grooming parlor, kennel, pet shop, dog training facility, or any other commercial establishment which sells animals, or any noncommercial kennel must obtain a permit and business license from the city.
- (b) Inspection-Right of Entry. Any animal control officer, after proper identification, shall be permitted to enter, at any reasonable time, any commercial grooming school, grooming parlor, kennel, pet shop, dog training facility, or any other commercial establishment which sells animals, or any noncommercial kennel, for the purpose of making inspections to determine compliance with this chapter. Any animal control officer shall make as many inspections as necessary for the enforcement of this chapter, except that the time period between inspections shall not exceed one year.
- (c) Violation-Notice. Upon the inspection of a facility by the animal control officer, notification of any violations will be made to the owner or manager by written notice within five calendar days of the inspection.
- (d) Corrective Action. Upon the receipt of written notice of violation, the owner or manager will have five calendar days to rectify the violation. If the violation has not been corrected within the five-day period, the animal control officer may issue a misdemeanor or citation for the violation of the applicable section of this chapter.
- (e) Cage Construction and Size.
 - (1) Cages shall be constructed of fiberglass, metal, wood or wire or any combination thereof which is impervious to animal waste and can be kept sanitary.
 - (2) Cages shall be of height and width as to allow each animal the room to stand, sit, lie down, turn in a normal comfortable position. Stacked cages shall have flooring that prevents the excretion from entering the lower cages.
- (f) Run Construction and Size.
 - (1) Runs shall be of construction hardened cement, with one-fourth inch per foot drop to gutter outside wire. Solid partitions at least three feet high shall be provided between runs, chain-link construction shall be provided for all areas above the solid partitions with tops covering runs. A flushing system shall be available to all runs.

- (g) Capacity of Cage or Run. Animals maintained in cages or runs for a period exceeding twenty-four hours shall be provided with adequate space to prevent overcrowding and to maintain normal exercise according to species.
- (h) Adult animals shall be segregated by sex, except where otherwise indicated for the health or welfare of the animal.
- (i) Housing and Disposal Requirements Generally.
- (1) Indoor housing shall be sufficiently temperature controlled and ventilated to provide for the animal's comfort and health. Sufficient lighting shall be provided by either artificial or natural means.
 - (2) Outside housing shall be sufficient to protect an animal from any extreme weather conditions that may be detrimental to the animals' health.
 - (3) Provisions shall be made for the removal and proper disposal of animal and food waste, bedding, dead animals and debris. Disposal facilities shall be provided and so operated as to minimize vermin infestation, odors and disease.
- (j) Feeding and Watering. There shall be made available to all animals on the premises fresh, wholesome, nutritious food, suitable for the species and supplied at least once a day and fresh water supplied as often as extreme weather requires. Food and water containers shall be kept clean.
- (k) Health Care. Each animal located at a grooming parlor, kennel, pet shop, or dog training facility shall be observed daily by the animal caretaker in charge. Sick, diseased or injured animals shall be provided with proper medical care immediately.
- (l) Nontoxic Materials-Floor Construction-Housekeeping. Animal housing facilities shall be constructed of nontoxic materials and of a structurally sound design. Interior floors shall be constructed to allow easy cleaning and be impervious to animal wastes. The housing facility shall be kept in good order and repair and be always kept clean and sanitary.
- (m) Storage and Refrigeration. Supplies of food and bedding shall be stored in a manner which adequately protects against infestation or contamination by vermin. Refrigeration shall be provided for supplies of perishable food.
- (n) Lighting. The area of the building within which the animal is kept shall have ample light by natural or artificial means or both. Such lighting shall provide uniformly distributed illumination of sufficient light intensity to permit routine inspection of animals and facilities and the cleaning of the same.
- (o) Heating. The indoor portion of the building within which the animal is kept shall be sufficiently heated to provide for its health and comfort. The ambient temperature shall not be allowed to fall below fifty degrees Fahrenheit for animals not acclimated to lower temperatures.
- (p) Ventilation. The indoor portion of the building within which the animal is kept shall be adequately ventilated to provide for its health and comfort. Such area shall be provided with fresh air either by means of windows, doors, vents, coolers or air conditioning. Auxiliary ventilation, such as exhaust fans, vents, coolers, or air conditioning shall be provided when the ambient temperature is eighty-five degrees Fahrenheit or higher.
- (q) Interior Surfaces-Painting. The interior building surfaces shall be maintained so that they are substantially impervious to animal wastes and may be readily sanitized.
- (r) Drainage. A suitable method shall be provided to rapidly eliminate water from the area of the building within which the animal is kept. If drains are used, they shall be properly constructed and kept in good repair to avoid clogging and foul odors there from. If closed drainage systems are used, they shall be equipped with traps and so installed as to prevent any backup of sewage onto the floor of the room.
- (s) Outdoor Shelter-Sun and Elements.
- (1) Sufficient shelter shall be provided which allows all animals kept outdoors protection from the direct rays of the sun and shelters them from all elements of weather. (Ord. No. 447-AC)

Any person owning, possessing or having the care, custody or control of an animal, who willfully refuses, fails or neglects to furnish any animal control officer the required information as provided herein, or who willfully fails, refuses or neglects to cause said animals to be registered and pay the license fees that the time and in the manner herein provided, or who willfully fails, refuses or neglects to pay any other fee or charge required by this chapter, or any person who shall willfully resist, interfere with or prevent any animal control officer in the exercise of his/her duties, or who violates any of the provisions of this chapter, shall be deemed guilty of a misdemeanor, and upon conviction, shall be punished as the law allows. (Ord. No. 447-AC)

4-60 Mandatory Spaying And Neutering -- Cats

- (a) Requirement. No person may own, keep, or harbor an unaltered un-neutered or un-spayed cat over the age of four (4) months in violation of this section. An owner or custodian of an unaltered cat must have the cat spayed or neutered, or provide a certificate of sterility, or obtain an unaltered cat license in accordance with this chapter.
- (b) Exemptions. This section shall not apply to any of the following:
 - (1) A cat with a high likelihood of suffering serious bodily harm or death if spayed or neutered due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California licensed veterinarian. If the cat is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation; should this date be later than thirty (30) days, the owner or custodian must apply for an unaltered cat license.
 - (2) Any cat medically qualified by a California licensed veterinarian which is unable to be spayed or neutered due to the likelihood of the animal suffering serious bodily injury or death due to age or infirmity.
- (c) Denial or Revocation of Unaltered Cat License and Reapplication. City's Animal Control Department ("City's Animal Control Department" or "Department") may deny or revoke an unaltered cat license for one or more of the following reasons:
 - (1) The owner, custodian, applicant or licensee is not in compliance with all of the requirements of this section;
 - (2) The Department has received at least three (3) complaints, verified by the Department, that the owner, custodian, applicant, or licensee has allowed a cat to be stray or run at large or has otherwise been found to be neglectful of his or her or other animals;
 - (3) The owner, custodian, applicant, or licensee has been previously cited for violating a state law, local ordinance or other municipal provision relating to the care and control of animals;
 - (4) The unaltered cat has been adjudicated by a court or an agency of appropriate jurisdiction to be potentially dangerous, dangerous or vicious, or to be nuisance within the meaning of the Needles Municipal Code or under state law;
 - (5) Any unaltered cat license held by the applicant has been revoked;
 - (6) The license application is discovered to contain a material misrepresentation or omission of fact.
- (d) Re-Application for Unaltered Cat License.
 - (1) When an unaltered cat license is denied, the applicant may re-apply for a license upon changed circumstances and a showing that the requirements of this chapter have been met. The Department shall refund one-half of the license fee when the application is denied. The applicant shall pay the full fee upon re-application.
 - (2) When an unaltered cat license is revoked, the owner or custodian of the cat may apply for a new license after a thirty (30) day waiting period upon showing that the requirements of this chapter have been met. No part of an unaltered cat license fee is refundable when a license is revoked, and the applicant shall pay the full fee upon re-application.
- (e) Appeal of Denial or Revocation of Altered Cat License—Request for Hearing.

- (1) Notice of Intent to Deny or Revoke. The Department shall mail to the owner, custodian, licensee, or applicant a written notice of its intent to deny or revoke the license for an unaltered cat which includes the reason(s) for the denial or revocation. The owner, custodian, licensee, or applicant may request a hearing to appeal the denial or revocation. The request must be made in writing within ten (10) days after the notice of intent to deny or revoke is mailed. Failure to submit a timely written hearing request shall be deemed a waiver of the right to appeal the license denial or revocation.
 - (2) Hearing Officer. The hearing shall be conducted by an administrative hearing officer as defined in this chapter.
 - (3) Notice and Conduct of Hearing. The Department shall mail a written notice of the date, time, and place for the hearing not less than ten (10) days before the hearing date. The hearing date shall be no more than thirty (30) days after the Department's receipt of the request for a hearing. The hearing will be informal, and the rules of evidence will be strictly observed. The Department shall mail a written decision to the owner or custodian within ten (10) days after the hearing. The decision of the hearing officer shall be the final administrative decision.
 - (4) Change in Location of Cat. If the cat is moved after the Department has issued a letter of intent to deny or revoke, but has not yet denied or revoked the license, the owner, custodian, licensee, or applicant must provide the Department with information as to the cat's whereabouts, including the current owner or custodian's name, address, and telephone number.
- (f) Transfer, Sale, and Breeding of Unaltered Cat. An owner or custodian who offers any unaltered cat for sale, trade, or adoption must include a valid unaltered cat license number with the offer of sale, trade, or adoption, or otherwise state and establish compliance with this section. The unaltered license must appear on a document transferring the animal to the new owner.
- (g) Penalties. Penalties issued for failure to spay or neuter a cat shall be enforced as set forth below:
- (1) An administrative citation, infraction, or other such authorized penalty may be issued to an owner or custodian of an unaltered cat for a violation of this section only when the owner or custodian is concurrently cited for another violation under state or local law pertaining to the obligations of a person owning or possessing a cat. Examples of such state law or local ordinance violations include, but are not limited to, the following: cat at large; failure to license a cat; cattery permit violations; unhealthy or unsanitary conditions; failure to provide adequate care for the subject cat in violation of the Penal Code; rabies quarantine violations for the subject cat; operating a business without a license and/or lack of State Tax Identification Number; animals left unattended in motor vehicles; potentially dangerous, dangerous or vicious animals; and noisy animals.
 - (2) Should the owner or custodian of an unaltered cat be found in violation of a state or local law, as stated above, in subsection 4-60(g)(1), the owner or custodian shall be required to spay or neuter the unaltered animal in accordance with this section.
- (h) Impoundment. When an unaltered cat is impounded pursuant to state and/or local law, in addition to satisfying applicable requirements for the release of the animal, including, but not limited to, payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:
- (1) Provide written proof of the cat's prior sterilization, if conditions cannot or do not make this assessment obvious to the Department's personnel;
 - (2) Have the cat spayed or neutered by a veterinarian under contract with the Department at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required;
 - (3) Have the cat spayed or neutered by another California licensed veterinarian. The owner or custodian may arrange for another California licensed veterinarian to spay or neuter the animal and shall pay a spay/neuter deposit to the Department. The veterinarian shall complete and return to the Department within ten (10) days, a statement confirming that the cat has been spayed or neutered or is, in fact, incapable of breeding and shall release the cat to the owner or custodian only after the spay or neuter procedure is complete;

(4) At the discretion of the Department's manager, the cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury, representing that the cat will be spayed or neutered and that he or she will submit a statement within ten (10) days of the release, signed by the veterinarian, confirming that the cat has been spayed or neutered or is incapable of breeding; or

(5) If the owner or custodian demonstrates compliance with this section.

(i) Costs of Impoundment. The owner or custodian of the unaltered cat shall be responsible for the costs of impoundment, which shall include daily board costs, vaccination/medication, and any other diagnostic or therapeutic applications as provided in this chapter.

(1) The costs of impoundment shall be a lien on the cat, and the unaltered animal shall not be returned to its owner or custodian until the costs are paid. If the owner or custodian of an impounded unaltered animal does not pay the lien against it in full within fourteen (14) days, the animal shall be deemed abandoned to the Department in accordance with this chapter.

(j) Application of Fees and Fines Collected. All costs and fines collected under this chapter and the fees collected under this section shall be paid to the Department for the purpose of defraying the cost of the implementation and enforcement of this program.

(k) No person shall be permitted to adopt any cat, which has not been neutered, unless and until a spay/neuter deposit shall have been paid to the City. The spay/neuter deposit shall be as established from time to time by resolution of the City Council in accordance with California Food and Agriculture Code section 30503.

(l) Upon presentation to City's Animal Control Department of a written statement or receipt from a veterinarian that such adopted cat has been altered within six months, the alter deposit shall be refunded to the person who paid the deposit.

All adopted cats, if not already spayed or neutered, shall be altered within sixty (60) days; or the alter deposit, if any, shall be deemed unclaimed and nonrefundable. (Ord. No. 645-AC)



CITY OF NEEDLES

TRAP-NEUTER-RETURN PILOT PROGRAM

Trap-Neuter-Return (TNR) is a humane method to manage stray and feral cats by trapping, neutering, and returning them to their territory.

TRAP-NEUTER-RETURN ANSWERS THE NEEDS OF THE COMMUNITY

- TNR prevents reproduction, leading to a stable and eventually declining population of stray and feral cats.
- By stopping mating behaviors, TNR makes cats better neighbors, reducing fighting, yowling, and spraying.
- TNR saves cats from being euthanized in shelters.
- Cats will live in a neighborhood regardless of care; TNR provides a contact point for addressing and resolving community concerns about them.

TNR is a proven method that improves the cats' lives, reduces nuisance behaviors, enhances their health, and gradually decreases the colony size.



The TNR pilot program is brought to you by the City of Needles with a grant from California For All Animals.

**FOR MORE INFORMATION
OR TO REQUEST TNR IN
YOUR NEIGHBORHOOD
CONTACT THE NEEDLES
ANIMAL SHELTER AT
(760)326-4952**

WHY RETURNING CATS TO THE TRAPPING LOCATION WORKS

It might sound strange, but returning cats to where they were trapped is really important because they have strong homing instincts and will try to go back if moved. Relocating them can be disorienting and dangerous for the cats. Simply removing cats doesn't work due to the scientifically-documented "vacuum effect," where other cats quickly move in to take advantage of available food and shelter, often resulting in an even larger unsterilized population.

CURRENT PILOT LOCATIONS

- | | |
|-----------------|---------------------|
| • Desnok Road | • Front Street |
| • D Street | • K Street |
| • B Street | • Spruce Street |
| • A Street | • Market Street |
| • Cibola Street | • Riverview Lane |
| • Valley Avenue | • California Avenue |



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Tenant Improvements of the River's Edge Golf Course, Golf Concession and Pro Shop Building – Kitchen Remodel

Background: On June 9, 2020, the City Council approved a Consent to Assignment and Assumption of the River's Edge Snack Bar Concession/Lease Agreement between assignor Joseph and Loretta LaCarte and Assignee Kristin and Scott Baran and Landlord City of Needles.

Section 9 of the lease requires that the lessee seek and receive written approval from the landlord (City) prior to making any physical changes to the building. 19th Hole is requesting modifications to the kitchen, food counter, and storage area to increase the kitchen size to accommodate additional equipment and food prep area.

If approval is granted, the Lessee shall obtain San Bernardino County Health Department approval and submit stamped engineered plans to the City of Needles Building & Safety Department and San Bernardino County Fire for review and approval and pay associated fees for the application and permits required. Tenant to be responsible for all costs of improvements.

Fiscal Impact: Increase in property value

Environmental Impact: N/A

Recommended Action: Approve Tenant Improvements of the River's Edge Golf Course, Golf Concession and Pro Shop Building – Kitchen Remodel

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez Date: 8/9/2024

Other Department Approval (when required): Barbara DiLeo Date: 8/9/2024

Approved: ☐

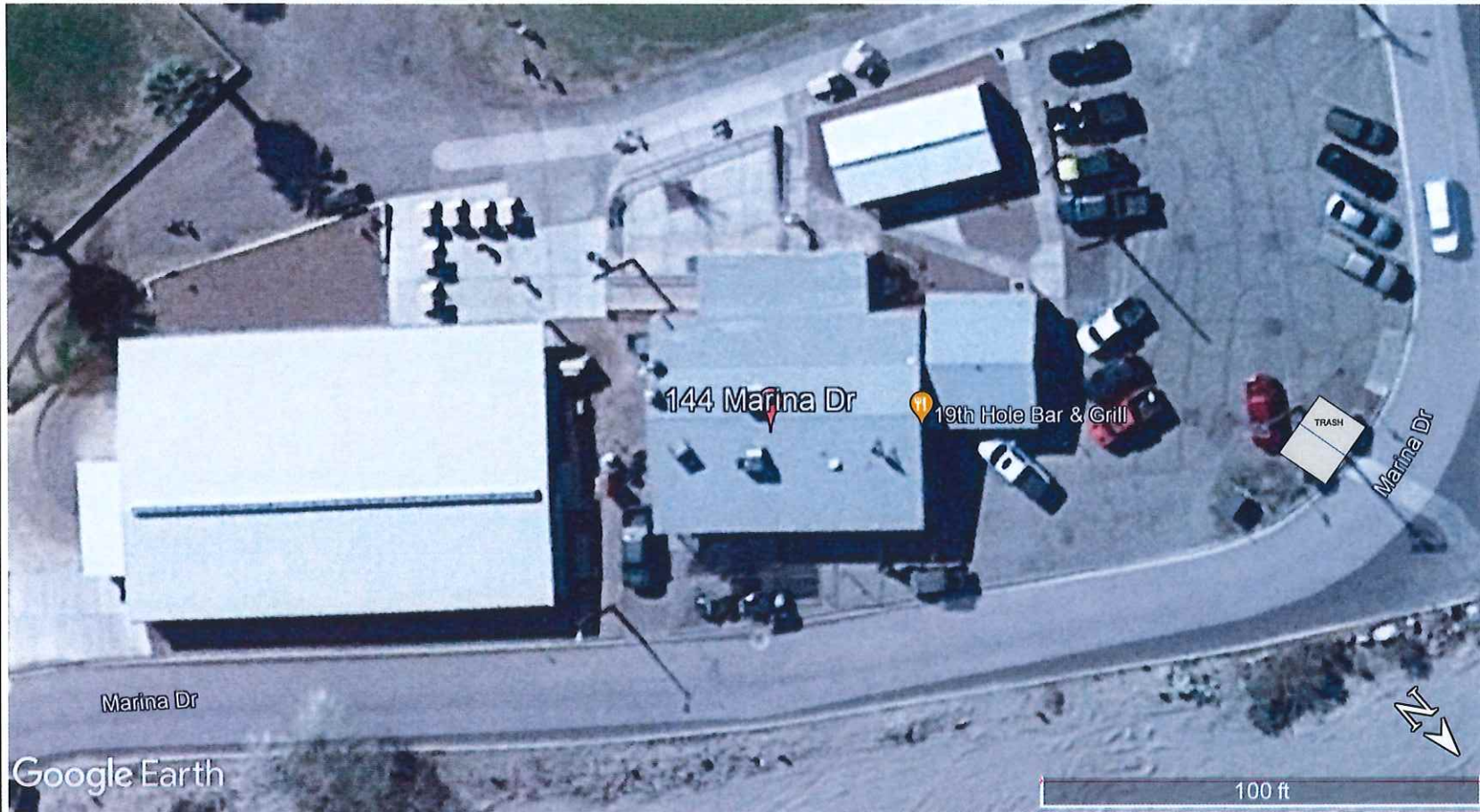
Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____





DESIGN BUILD PROJECT

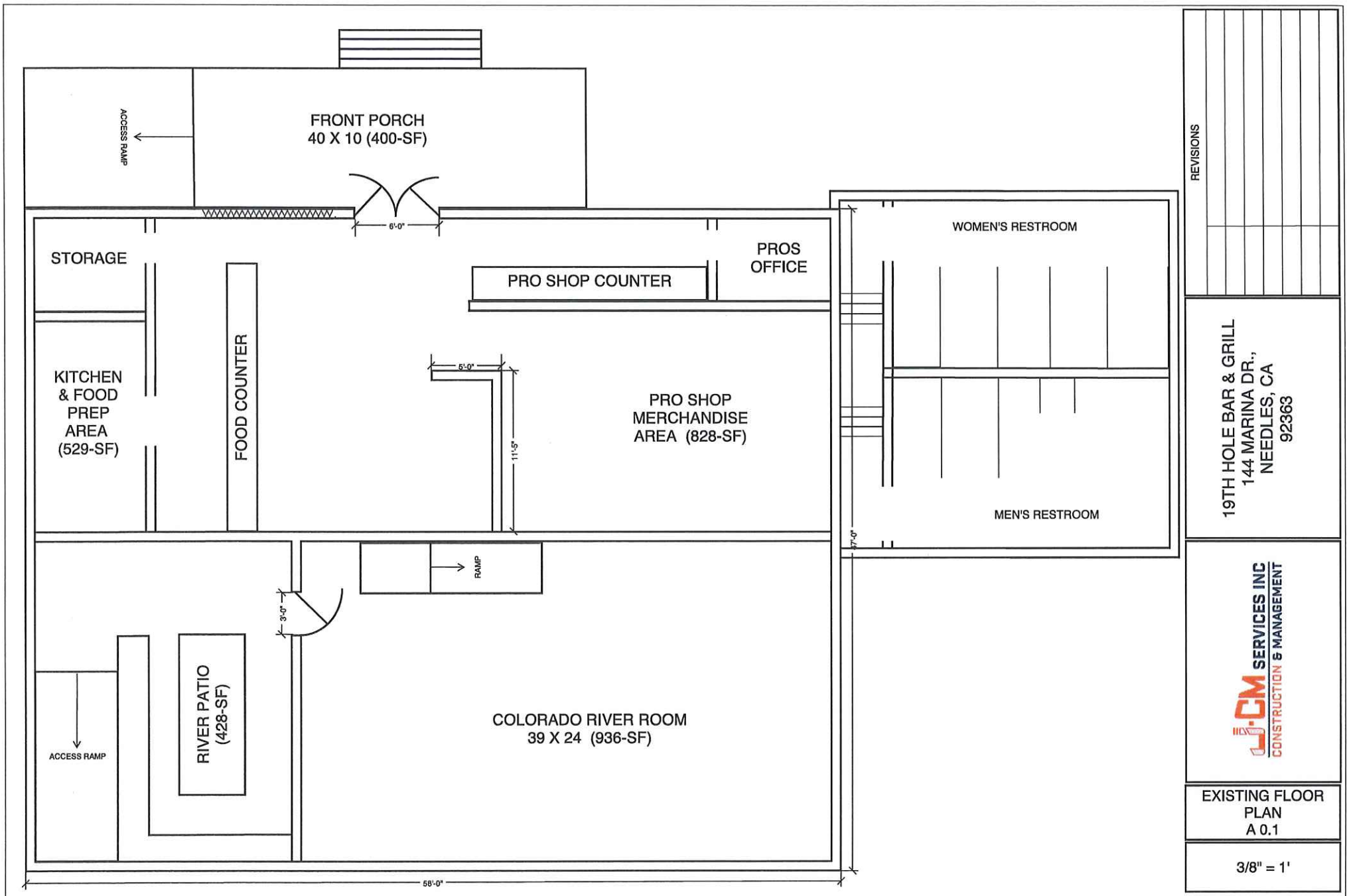
REVISIONS	

19TH HOLE BAR & GRILL
144 MARINA DR.,
NEEDLES, CA
92363



SITE MAP
C 1.0

N.T.S.



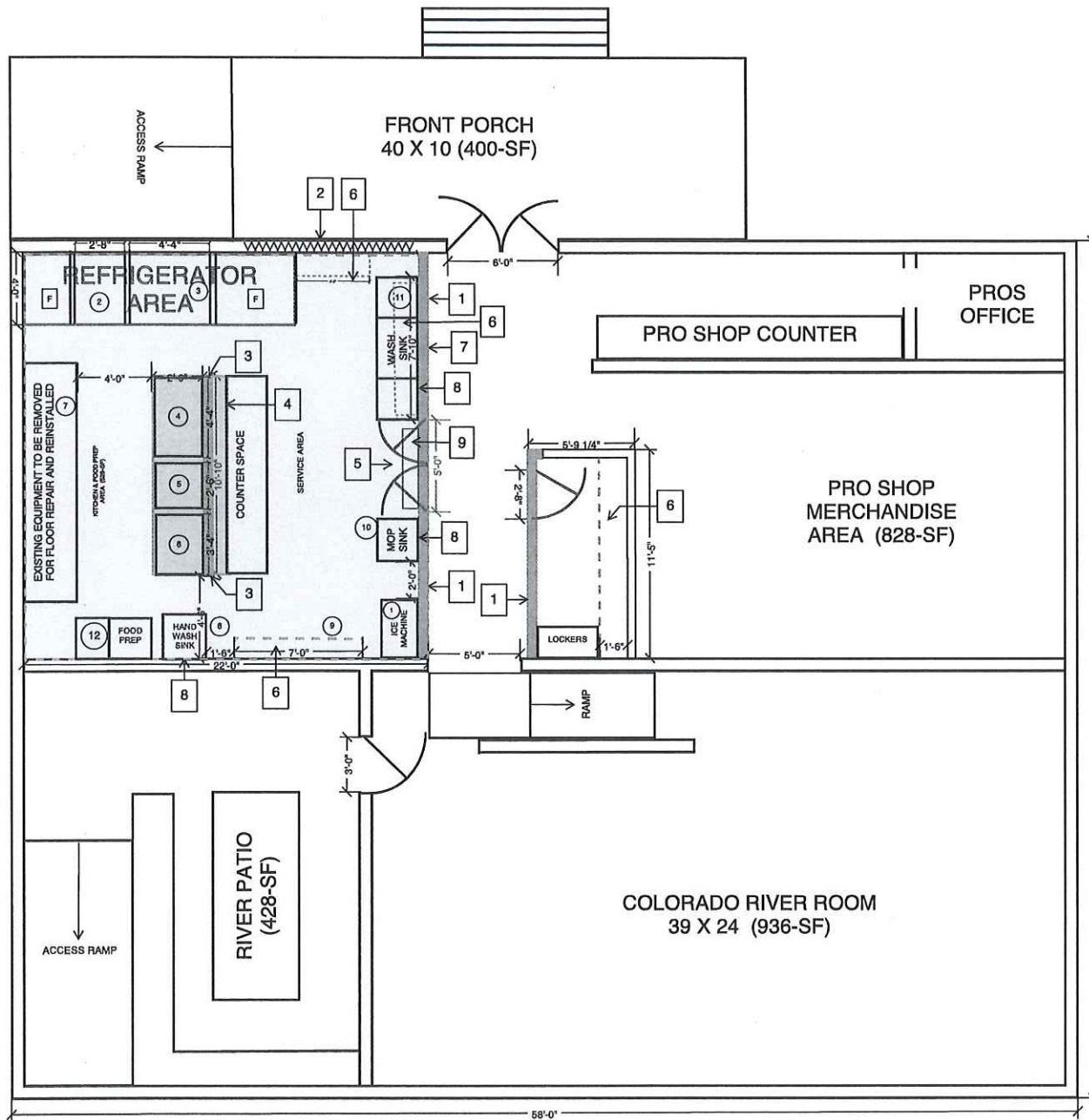
REVISIONS

19TH HOLE BAR & GRILL
144 MARINA DR.,
NEEDLES, CA
92363

JCM SERVICES INC
CONSTRUCTION & MANAGEMENT

EXISTING FLOOR
PLAN
A 0.1

3/8" = 1'



KEY NOTES

- 1 CONSTRUCT NEW 2X WALL
- 2 INFILL WINDOW
- 3 CONSTRUCT 3' PONY WALL
- 4 HANGING SHELVES AT PONY WALL
- 5 SELF CLOSING DOUBLE DOORS
- 6 CONSTRUCT 4 TIER ANSI SHELVING
- 7 REINFORCE FLOOR JOIST & INSTALL NEW FLOORING W/4" COVE BASE
- 8 INSTALL FRP BEHIND & ADJACENT TO ALL SINKS
- 9 AIR CURTAIN

EQUIPMENT SCHEDULE

1	ICE MAKER MACHINE
2	SINGLE DOOR FRIDGE FREEZER
3	4 DOOR FRIDGE FREEZER COMBO
4	MEGATOP COLD PREP TABLE
5	WORKTOP REFRIDGERATION
6	COLD TABLE
7	EXHAUST HOOD
8	HAND WASH SINK
9	DRY FOOD STORAGE
10	MOP SINK
11	3 COMPARTMENT SINK
12	FOOD PREP

REVISIONS

19TH HOLE BAR & GRILL
144 MARINA DR.,
NEELES, CA
92363

JCM SERVICES INC
CONSTRUCTION & MANAGEMENT

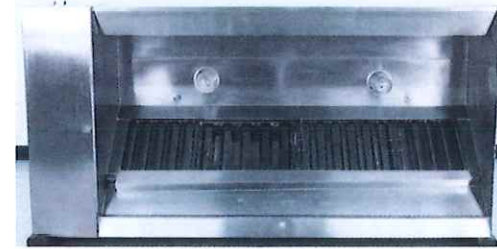
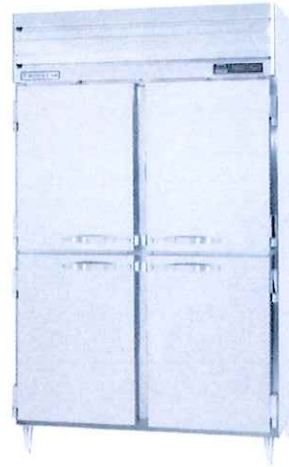
PLAN
A 1.0

3/8" = 1'

Item 13.

EQUIPMENT SCHEDULE

EQUIPMENT NO.	EQUIPMENT	MAKE	MODEL	ELECTRICAL	HOT WATER	COLD WATER	WASTE WATER	COMMENTS
1	ICE MAKER MACHINE	FOSTER	FAC-500	115V			1"	
2	SINGLE DOOR FRIDGE/FREEZER	ARTIC AIR	AWR25Z	110V 4.0A			FS	
3	4 DOOR FRIDGE FREEZER COMBO	BEVERAGE AIR	PRF24-24-1AHS	115V 5.0A			FS	
4	MEGATOP COLD PREP TABLE	US REFRIDERATION	USSMV-48	115V 2.5A			FS	
5	WORKTOP REFRIDGERATION	DUKERS	DUC29R	115V 2.0A				
6	COLD TABLE	AVANTCO	178SSPT36HC	115V 4.6A			FS	
7	EXHAUST HOOD	CAPTIVE-AIR SYSTEMS	3924 ND	115V 7.5A				EXISTING
8	HAND WASH SINK	STEELTON	522CS118NFW		1/2"	1/2"	2"	
9	DRY FOOD STORAGE	HDX	5L-W5US-136					
10	MOP SINK	FIAT PRODUCTS	MSBIDTG2424100		1/2"	1/2"	1.5"	Dura Two-Handle Service Sink Faucet
11	3 COMPARTMENT SINK	REGENCY	60053181818X					W/DRAINBOARD - EXISTING



FINISH SCHEDULE

LOCATION	FLOOR	FLOOR BASE OR COVE	WALLS	CEILING
KITCHEN & FOOD PREPARATION	SEAMLESS VINYL FLOORING	VINYL FLOORING, UP THE WALL 4" W/3/8" RADIUS COVE	WATER-RESSITANT DRYWALL W/ FRP	WHITE ENAMEL PAINTED DRYWALL
REFRIGRATOR AREA	SEAMLESS VINYL FLOORING	VINYL FLOORING, UP THE WALL 4" W/3/8" RADIUS COVE	WHITE ENAMEL PAINTED WATER-RESISTANT DRYWALL	WHITE ENAMEL PAINTED DRYWALL
PONY WALL	SEAMLESS VINYL FLOORING	VINYL FLOORING, UP THE WALL 4" W/3/8" RADIUS COVE	WATER-RESSITANT DRYWALL W/ FRP	WHITE ENAMEL PAINTED DRYWALL
SERVICE AREA	SEAMLESS VINYL FLOORING	VINYL FLOORING, UP THE WALL 4" W/3/8" RADIUS COVE	WHITE ENAMEL PAINTED WATER-RESISTANT DRYWALL	WHITE ENAMEL PAINTED DRYWALL
LOCKER ROOM & STORAGE	VINYL FLOORING	4" COVE BASE W/3/8" RADIUS	WHITE ENAMEL PAINTED DRYWALL	WHITE ENAMEL PAINTED DRYWALL

REVISIONS

19TH HOLE BAR & GRILL
144 MARINA DR.,
NEELES, CA
92363

JCM SERVICES INC
CONSTRUCTION & MANAGEMENT

SCHEDULE
A 2.0

3/8" = 1'

Item 13.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Advertise to fill the vacancies on various Boards and Commissions due to the expiration of terms and resignations.

Background: Past practice has been to advertise to fill the vacancies and interview at a council meeting to appoint.

The following boards and commissions have vacancies:

- **Board of Public Utilities:** There is one vacancy with a term to expire December 31, 2027. The Board meets on the first and third Tuesday of each month at 4:00 pm
- **Planning Commission:** There is one vacancy with a term to expire December 31, 2024. The Commission meets on the first Wednesday of each month at 4:00 p.m.
- **Park & Recreation Commission:** There is one vacancy with a term to expire December 31, 2027. The Commission meets on the third Monday of each month at 4:00 pm.
- **Housing Commission:** There is one vacancy for a Housing Authority Tenant over the age of 60. The Commission meets on the fourth Wednesday of each month at 4:00 pm.

Fiscal Impact: Cost of Publication

Recommendation: Authorize the City Clerk to publish a notice of vacancies on the various Boards and Commissions due to the expiration of terms and resignations.

Submitted By: City Clerk

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Approve Fifth 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

Background: On July 11, 2023, the City Council extended Development Management Group, Inc.'s (DMG) contract for on-call economic development services until June 30, 2024.

As our dedicated economic development consultant, DMG has worked collaboratively with the City Council and City Staff to attract businesses to our community. Their successful recruitment efforts have brought notable companies such as Dollar General, AutoZone, and Hampton Inn to the City of Needles.

DMG continues to represent the City at numerous events throughout the year. Last May, DMG hosted a City of Needles booth at ICSC 2024 in Las Vegas, working diligently to attract retailers to the City of Needles. Councilmembers Pogue, Longbrake, and McCorkle attended this past year, and Mayor Jernigan and former Councilmembers Campbell and Merritt have also participated in these efforts.

Fiscal Impact: The contract is within the existing budget appropriation for FY 24-25.

Environmental Impact: N/A

Recommended Action: Approve Fifth Amendment to On-Call Consulting Services Agreement Between the City of Needles and Development Management Group, Inc. For Economic Development Consulting Services in the amount not to exceed \$70,000 and extend the term of the Agreement until June 30, 2025.

Submitted By: Patrick Martinez, City Manager

City Manager Approval: Patrick J Martinez Date: 8/9/2024

Other Department Approval (when required): Barbara DiLeo Date: 8/9/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

**FIFTH AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF NEEDLES
AND DEVELOPMENT MANAGEMENT GROUP, INC.
FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES**

1. PARTIES AND DATE.

This FIFTH AMENDMENT TO CONSULTING SERVICES AGREEMENT is made and entered into August 13, 2024 (“Effective Date”), by and between the CITY OF NEEDLES, a California Charter City, (hereinafter referred to as the “City”) and Development Management Group, Inc., a California corporation (hereinafter referred to as “DMG”). City and DMG are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

City and DMG entered into that certain CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEEDLES AND DEVELOPMENT MANAGEMENT GROUP, INC. FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES (“Agreement”) dated December 1, 2013 with a term commencing December 1, 2013 and and end date of June 30, 2015;

City and DMG entered into a FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT dated March 22, 2022 (“First Amendment”) which among other things increased the authorized compensation to DMG in the amount of Thirty Thousand Dollars;

City and DMG entered into a SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT dated April 26, 2022 (“Second Amendment”) which amended the Agreement to supersede the compensation terms in the First Amendment to authorize payments previously made by City and to be made against invoices through March 22, 2023.

City and DMG entered into a THIRD AMENDMENT TO CONSULTING SERVICES AGREEMENT dated March 28, 2023 (“Third Amendment”) which increased the authorized compensation to DMG in the amount of fifteen thousand four hundred dollars extended until June 30, 2023.

City and DMG entered into a FOURTH AMENDMENT TO CONSULTING SERVICES AGREEMENT dated July 11, 2023 (“Fourth Amendment”) which increased the authorized compensation to DMG in the amount of Seventy Thousand Dollars.

The parties wish to further amend the Agreement to increase the term and compensation to as follows:

3. AMENDMENT.

Section 2 is hereby amended to read as follows:

Section 2. COMPENSATION. The term of the Agreement is extended through June 30, 2025. Compensation for this extended period commencing with the execution of this Fifth Amendment through June 30, 2025 shall be \$5,000 per month. CONSULTANT and CITY acknowledge and agree that compensation paid by CITY to CONSULTANTS under this Agreement, as amended, is based upon Consultant’s written proposal dated June 20, 2024, for providing the services required hereunder, a copy

of which is attached hereto as Exhibit "A" and made a part hereof by this reference. CONSULTANT and CITY further agree that the total compensation due hereunder for this extended term shall not exceed Seventy Thousand Dollars (\$70,000.00) without written approval from CITY.

All other terms of the Agreement not specifically amended shall remain in full force and effect.

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

City of Needles

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: City Clerk

Date: _____

**Development Management Group, Inc., a
California corporation**

By: _____

Michael Bracken, Managing Partner

Date: _____

SCOPE OF WORK

1. DMG shall create, build and maintain relationships with:

Economic Development Committee/Commission

Chamber of Commerce

City Council

Community Development/Planning

Public Works/Engineering

Finance

City Manager's Office

Film Commission (Inland Empire)

City Attorney's Office

Other professional service consultants under contract

Real Estate Developers / Commercial and Residential Real Estate Brokers

Lending Sources (Banks and other Lending Institutions)

Retailers, Office and Industrial Development Users

Renewable Energy Developers and Users

Residential Developers

Additional Potential Businesses that may add to the Employment or Economic Base of the City of Needles

2. Point of Contact

DMG shall serve as the initial point of contact for developers and businesses that seek to locate in the City of Needles. DMG shall use office and mobile phone contact along with email for use by said businesses to communicate with DMG.

3. Ombudsperson

DMG shall serve as an economic ombudsman to the City of Needles and those parties interested in making economic investments. In the role of ombudsman, DMG shall assist in shepherding projects through the entitlement and permit process. DMG shall be furnished with office, mobile phone and email contact information for all department heads in the City of Needles and authorized alternate contacts. The City of Needles shall

endeavor to return all communication from DMG, Inc. regarding projects and clients (usually status-type or technical communication) four (4) business hours.

4. Sales & Marketing

DMG shall work in concert with City of Needles staff and any other consultants/professionals under contract relative to the sales & marketing of the City of Needles to target businesses, industries and professionals that could lead to economic investment in the City. This shall include, but not limited to industry groups (such as the International Council of Shopping Centers (and their members).

5. Regional Economic Development Summit

Working with City of Needles staff, Tribal leadership and neighboring cities and counties (including in Nevada and Arizona), plan a regional economic development summit that highlights economic opportunities in the Colorado River Tri-State Region for which to encourage investment in the community. Said summit would focus on retail, industrial, office and residential uses.

6. Technical Assistance

On an as-needed basis, DMG shall work with identified persons and companies seeking to make economic investments in the City of Needles and provide them with the names and contact information for persons and entities within the region that can assist them with their endeavors (such referrals could include architects, financial sources, accountants and other professional services). Referrals shall be made to those persons/entities in which there is no financial or business conflict between that entity and DMG. Additionally, where possible, DMG shall provide multiple referrals so that there is no preference shown.

7. Economic Impact Briefs

As projects move through the entitlement or permitting process, DMG shall produce an economic impact analysis (brief version) for said projects at the request of the City Manager and/or Community Development Director. From time to time as a project is being considered by a Planning Commission and/or City Council, the body will desire an Economic Impact Brief. This is usually a one-to-two-page memorandum with a page of general calculations (in Excel). Economic Impact Briefs are included in the retainer agreement.

8. Demographics/Economic Updates

DMG shall complete and a demographic analysis to the City Council, Chamber of Commerce and other business/community organizations in the City of Needles on an annual basis. Further, DMG shall produce an annual economic brief for the City, Chamber and community utilizing available and generally respected third-party data.

9. Calculation of Economic Activity

On an annual basis, DMG shall work with the City Manager and the staff to calculate the overall economic impact of the previous years' activity including economic investment and job creation in order to put a figure on the value of overall economic, entitlement and permitting efforts.

10. Reporting/Invoicing

DMG shall provide the City of Needles with project updates either verbally (in the case of certain projects that may need additional confidentiality) or in writing on not less than a monthly basis. Further, DMG shall meet with the City Manager of the City of Needles (by conference call or in person) at a minimum of once a month to discuss projects and updates.

11. Other Duties as Requested/Mutually Agreed

It is understood that Michael Bracken, as an individual and managing partner of Development Management Group, Inc. has extensive experience in both municipal management and economic development and as such he will avail himself to other duties that may be requested by the City Manager for the City of Needles in which are mutually agreeable.

12. Training

DMG, Inc. shall take on responsibilities to assist the City in long-term development of key staff members and departments by helping introduce designated persons to economic development, guide and mentor them by offering specific training and inclusion in the development process. Further, DMG, Inc. shall offer the City "full staff" economic development training via a 3-hour workshop that DMG, Inc. has produced and utilized in other communities.

13. Known Events/Opportunities

- A. ICSC Western (Palm Springs) September 2024
- B. ICSC Las Vegas May 2025
- C. Regional Economic Summit, TBA Winter/Spring 2025

14. Financial Arrangement:

DMG, Inc. is requesting consideration of a two (2) year contract whereby during year one (1) (Fiscal Year 2024-25) that the monthly retainer amount is \$5,000. During year two (2) (Fiscal Year 2025-26) that the monthly retainer amount is \$5,500. The second year of the contract would be a mutual option.

The Retainer Agreement shall include travel to Needles, CA on an as needed basis. Expenses related to travel on behalf of the City of Needles (outside the City) shall be subject to reimbursement at the Internal Revenue Service stated rate for the corresponding time period. All expenses shall be approved in advance by the City of Needles and reimbursed as approved.

Economy of Scale: As DMG, Inc. does represent other communities, where there are opportunities for shared expenses, DMG, Inc. shall identify those and take appropriate action as well as providing written documentation where said cost sharing is able to or did occur.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Accept proposal from The Concord Group to provide Professional Services for a Housing Market Demand Assessment

Background: The City was awarded funding in the amount of \$24,000 from the International City/County Management Association (ICMA), COP Network Partner with the Gates Foundation for the "Gates Economic Mobility Project".

ICMA's Economic Mobility and Opportunity (EMO) Cohort and grant program is a unique networking opportunity for ICMA members to receive training, coaching, and funding to effect conditions that promote overall well-being and upward mobility of their residents.

Staff has identified a Housing Market Demand Study as the City project to be completed as part of this program.

A Request for Proposals (RFP) was posted electronically on PlanetBids and a total of three (3) proposals were received. Staff and City consultant reviewed the proposals and selected The Concord Group to move forward with the study.

Fiscal Impact: \$20,000 to be reimbursed by ICMA's Economic Mobility and Opportunity (EMO) Cohort and grant program.

Environmental Impact: N/A

Recommended Action: Accept proposal from The Concord Group to provide Professional Services for a Housing Market Demand Assessment for a Not to Exceed amount of \$20,000 and authorize staff to execute a Professional Services Agreement and Notice of Award for the work.

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez Date: 8/9/2024

Other Department Approval (when required): Barbara DiLeo Date: 8/9/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

Attachment 1

CITY OF NEEDLES PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this **13th day of August, 2024**, between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and **The Concord Group** (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 City of Needles and Consulting Services pursuant to that certain Request for Proposals, which is attached hereto as Exhibit “A.”

2.2 Proposal

Consultant has made a proposal (“Proposal”) to the City dated **August 1, 2024** to provide such professional services, which Proposal is attached hereto as Exhibit “B.”

2.3 Consultant.

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. 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 B”** (“Services”). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates **Richard M. Gollis, Principal** 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 (1) 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 shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of 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 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 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 all local, state and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with 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.
- 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 “C” 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 arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or the City for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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. Payment by City is not a condition precedent to enforcement of this indemnity. 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. City agrees to pay Consultant the amount of \$20,000. 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 \$20,000 without approval by the City Council of 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. 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. 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 three (3) 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 Consultant:

The Concord Group

140 Newport Center Drive, Suite 210
Newport Beach, CA 92660
Attention: Richard M. Gollis, Principal

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; Sublease; Transfer.** Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 7.10 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not 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 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 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 in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

[Remainder of the page intentionally left blank.]

**SIGNATURE PAGE TO
CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT**

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

CITY:

CONSULTANT

CITY OF NEEDLES

A municipal corporation and charter city

The Concord Group

A California _____

By: _____
Janet Jernigan, Mayor

By: _____
Richard M. Gollis, Principal

ATTEST:

By: _____
Dale Jones, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT A

Request for Proposals

INFORMAL BID BY EMAIL

City of Needles, California
Request for Proposals
Project No. DS2401
Housing Market Demand Assessment
July 24, 2024

I. INTRODUCTION

The City of Needles seeks proposals to conduct an assessment of the housing market demand in Needles, California. The purpose of the project is to determine market support for new rental and homeownership construction, broken down by a diversity of price points and type of unit/home. We will use the assessment to encourage developers to undertake new housing projects.

Interested firms are encouraged to discuss this RFP with us, as detailed below.

II. BACKGROUND

The City of Needles is located in eastern San Bernardino County and is immediately adjacent to the Colorado River along the border of California and Arizona. The Southern tip of Nevada is located within ten (10) miles of the Northern tip of the City limits of the City of Needles. The current population of Needles is 5,353 (January 1, 2021). The City encompasses about 31 square miles and is part of what is commonly referred to as the Colorado River Region which includes the Arizona communities of Lake Havasu City, Bullhead City, Fort Mohave (unincorporated) and Laughlin, Nevada. The community has Interstate 40 running through it (west to east) and Interstate 95 (north to south).

Target industries include retail, grocery, manufacturing, hospitality & food service, agriculture (cannabis-related), construction, real estate, professional, health care & social assistance. Our Economic Development Strategy is to work on business attraction, business retention/expansion, business start-ups, downtown revitalization, workforce, and housing, amongst other things.

III. OBJECTIVES

The goal of this project is to assess the market demand for the production of new home ownership and rental products. The market area for this demand assessment is the City Limits of Needles, CA and surrounding county areas served by City utilities.

The objectives of this RFP are:

- 1) Assess market support for rental housing development (new construction and renovation of underutilized properties) at various price points.

2) Assess market support for homeownership development (new construction and renovation of underutilized properties) at various price points.

3) Assess market demand for various types of rental and homeownership units and developments, such as condominiums, townhouses, duplexes, zero-lot line developments, pocket neighborhoods, and other creative ways that developers could balance costs of development with market price points. Rent to own development demand should be included in the analysis.

All assessments should take into account current and projected market conditions, and underway and announced development projects. Assessments should determine market demand within price segments based on household income strata. Assessments must be consistent with the City General Plan and Housing Element.

Having made progress in attracting recent rental housing developments, we are particularly interested in determining market support for workforce housing homeownership production, theoretically priced between \$175,000-275,000.

IV. SCOPE OF WORK

Consultants should detail their proposed the scope work in their proposals. The final product should be produced in PDF format; printed copies are not required. Consultants should include at least three meetings with our project team, all of which can be held virtually if desired. The Consultant should include a final PowerPoint presentation either virtually or in person.

V. CONSULTANT QUALIFICATIONS

We seek a consultant that have extensive experience in assessing housing market demand for developers, lenders and equity investors. Experience should include markets similar to Needles and experience in both rental and homeownership market assessment.

VI. PROPOSAL REQUIREMENTS

Proposals should be submitted in PDF format uploaded to PlanetBids and should be in a format allowing easy download and printing by the City. All pages should be 8-1/2" x 11" only, and easily printable and reproducible. Proposals received after the deadline will not be accepted and considered. **Proposals must be received no later than 3:30pm Pacific Standard Time, on August 7, 2024, via upload to PlanetBids at the following link:**

<https://vendors.planetbids.com/portal/57515/bo/bo-detail/119884>

Questions must be received no later than 3:30pm Pacific Standard Time, on Thursday, August 1, 2024.

The submittal should follow the order below and include, at a minimum the following information:

- A cover letter signed and dated by the person or an authorized representative of the organization making the submittal.

- A brief statement of your firm's understanding of the goals of this effort and of the services requested in this RFP.
- A brief statement of the history of your team, including relevant projects.
- A proposed work plan indicating how your firm proposes to perform the project as defined in your scope of work. This work plan should be detailed enough to demonstrate your familiarity with this type of project. It should include information on your firm's methodology for completing the scope of work requirements. It should include the firms or sub-consultants and individuals that will prepare each major task or work product.
- Qualifications of key individuals to be assigned to this project, their availability during the relevant time periods, and their recent experience on similar projects.
- Examples of at least three similar housing market demand assessments that your firm has completed.
- Preference will be given to consultants that provide references from at least three real estate developers, lenders, equity investors and/or economic development organizations that the consultant has recently provided housing market demand assessment services to.

Proposals must be signed by a representative authorized to bind the company. The City reserves the right to reject all Proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any Proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City of Needles.

VII. PRICE

The consultant will present lump sum budget for the work including any travel expenses.

VIII. CONSULTANT SELECTION

Consultants that respond to this RFP will be evaluated and ranked. This evaluation will be based on the submitted proposals and, at the discretion of the Committee, on interviews with those consultants who appear to be particularly well qualified, as determined from their written proposals.

The consultants will be evaluated and ranked in accordance with the following factors, which are weighted as shown:

- The consultant's experience with similar projects (30%)
- The breadth of the consultant's experience, including the qualifications and availability of the key personnel who would be assigned (20%)
- The methodology and scope of services to be provided (30%)
- Cost (20%)

Negotiations will commence with the highest ranked consultant. Upon reaching agreement on a final work plan and price, the City of Needles will award the contract. If agreement cannot be

reached with the highest ranked consultant, negotiations may proceed with lower ranked consultant(s).

IX. PROFESSIONAL SERVICES AGREEMENT

An Agreement with the selected firm will be negotiated by the Office of the City Manager. The City shall require the Firm to bind itself to the City's Professional Services Agreement. Term of the Agreement will be for 6 months or until the study is completed.

X. SCHEDULE

This is a grant funded project and must be completed by December 31, 2024.

XI. BUDGET

\$20,000

EXHIBIT B

Proposal

[Attached behind this page]



Proposal for Housing Market Demand Assessment (Project No. DS2401)

City of Needles, California

August 1, 2024

SUBMITTED BY:

THE CONCORD GROUP
140 Newport Center Drive, Suite 210
Newport Beach, CA 92660
P: (949) 717-6450 | F: (949) 717-6444
Contact: aes@theconcordgroup.com

TABLE OF CONTENTS

COVER LETTER	PAGE 3
INTRODUCTION AND COMPANY OVERVIEW	PAGE 4
TEAM AND AVAILABILITY	PAGE 5
KEY TEAM MEMBER RESUMES	PAGE 6
PROJECT EXPERIENCE AND REFERENCES	PAGE 8
APPROACH	PAGE 11
FEE AND TIMELINE	PAGE 13

Attn: Kathy Raasch, Interim Development Services Director, City of Needles

This submittal is in response to the RFP for the City of Needles' Housing Market Demand Assessment (Project No. DS2401).

The Concord Group ("TCG") is excited to submit our proposal in response to the above-referenced RFP. We understand that the City of Needles is seeking an advisor to assess demand and market support for new rental and for-sale housing at a range of price points and product types. The City's goal is to leverage the assessment to encourage developers to undertake new housing projects in the City and in surrounding county areas served by City utilities.

Our team has extensive experience advising public agencies and private firms across the country, including hundreds of projects across Southern California. Importantly, we understand not just how to help cities and municipalities, but also how private developers and capital sources operate. We combine analyses of market and economic forces with our deep and broad experiences across markets and land uses to develop realistic, market-based recommendations and strategies that are married to the needs of the community. Our strategic recommendations are informed by our extensive work with private-sector builders and developers who operate in the region, including Toll Brothers, Pulte, Lennar, Brookfield, Greystar, and Mill Creek.

TCG and its principals have extensive relevant experience as demonstrated within this proposal, including on similar housing demand assessments for other municipalities. We appreciate being considered and thank you in advance for reviewing our proposed scope of work.

Best regards,



Richard M. Gollis
Principal, The Concord Group



Adam E. Seidman
Principal, The Concord Group

INTRODUCTION AND COMPANY OVERVIEW

THE CONCORD GROUP

The Concord Group (“TCG”) is among the nation’s leading real estate strategy consulting firms. We rely on incisive research, accurate interpretation of market trends and creative problem-solving built on decades of on-the-ground experience. Our firm was founded in 1995 as an LLC and is headquartered in Newport Beach, California. Since then we have expanded to include offices in San Francisco, Portland, Austin, Atlanta, and New York, with over 50 employees.

Each year, our team works on hundreds of engagements, including in communities across Southern California and the Southwest. We are one of just a few national firms that is called on by both public and private clients for real estate advisory services. Critically, our public agency clients rely on us to help them create plans and strategies that are developer- and investor-ready. We work extensively with private-sector builders, developers, and capital sources, and understand their needs and constraints. Our clients include some of the largest companies operating in the region, including Toll Brothers, Pulte, Lennar, Brookfield, Greystar, and Mill Creek.

A background in economic, market and financial analysis is TCG’s foundation for providing realistic, achievable advice. Our clients include landowners, developers, builders, financial institutions and public agencies. We collaborate with our clients through these core services:

- Market and feasibility research, including historical analysis and forecasting
- Land-use programming and phasing to maximize occupancy and absorption
- Highest and best use analysis through supply/demand and surplus/leakage projections
- Product segmentation, positioning and pricing strategy
- Financial modeling, including land residual, cash flow and profitability analyses
- Demographic and lifestyle trend forecasting
- Fiscal impact and sales tax revenue analysis

TCG provides guidance on a full range of land-uses and product types, including residential (affordable, workforce, and market-rate), commercial, resort/hospitality and mixed-use development. Our expertise ranges from infill and urban revitalization projects to suburban master planned community development to transit-oriented developments.

TEAM AND AVAILABILITY

All project work will be conducted by The Concord Group. Principals Richard Gollis and Adam Seidman, who both have experience with similar housing assessments, will oversee project analyses and recommendations. Analyses and assessments will be conducted by staff in our Newport Beach office. All staff will have availability to work on this project during our proposed time frame for completion. Resumes of key personnel can be found on the following pages.

TEAM RESUMES

RICHARD M. GOLLIS, PRINCIPAL AND CO-FOUNDER

THE CONCORD GROUP



Richard M. Gollis is a co-Founder and Principal of The Concord Group. As a founding partner, Richard has crafted and cultivated the firm's unique approach to advisory services, integrating deep market knowledge with creative analytics to provide best-in-class solutions to a diverse range of clients.

Richard's expertise in strategic market analysis, development programming, transaction due diligence and valuation extends across all real estate asset classes. With a career in real estate spanning New England, Atlanta and Southern California, Richard offers an exceptional breadth of experience that makes him a trusted advisor to private- and public-sector clients alike. He works frequently with cities on solving complex development challenges in partnership with world-class developers and financial institutions.

Across the country, Richard has led TCG teams on projects that have positively influenced infrastructure and development patterns including: large scale master plans, new redevelopment in the urban core; redevelopment of suburban retail to mixed use; transit-oriented nodes, and corridor development plans.

Respected as a thought leader in real estate, Richard is often quoted in major publications and frequently sought after as a speaker at key industry events. Richard was elected a Trustee to the Urban Land Institute in 2012 and has been a Governor of the ULI Foundation since 2006. He is a founding Chair of the Suburban Development and Redevelopment Council comprised of national professionals leading the transformation of non-core cities to position them for long-term economic success. He is also a Past Chair of the Community Development Council and Juror for the Awards for Excellence and Chair/Past Chair of the Orange County District Council.

Richard serves on the Advisory Board of Jamboree Housing Corporation, a leading community development organization specializing in affordable housing. In addition, he serves on the Leadership Board of The Department of Urban Planning and Public Policy at the University of California, Irvine.

Education: BA, International Relations, Brown University

TEAM RESUMES

ADAM SEIDMAN, PRINCIPAL

THE CONCORD GROUP



Adam Seidman is a Principal of The Concord Group. He has over 17 years of experience advising developers, investors, public agencies, and financial institutions. Over the years he has worked closely on a diverse set of residential and commercial projects, including mixed-use urban infill developments, downtown redevelopments, master planned communities, and resort destinations. In every project, Adam keeps a focus on driving towards insights that can benefit his clients. In addition to managing consulting engagements, he leads training and staff development across all of The Concord Group's offices.

Adam has expertise in market, economic and financial analyses associated with existing properties as well as development opportunities. He has provided consultation to owners and operators of real estate on hundreds of projects regionally and nationally. His extensive experience in the industry provides invaluable insight for clients seeking to establish programming criteria that maximize the market and financial opportunity represented by their real estate holdings.

Outside of his client engagements, Adam is actively involved with the Urban Land Institute, participating in the Northwest's NEXT group. He has written a published case study in ULI's Real Estate Market Analysis book and has had articles published in Urban Land Magazine, Builder and Developer, California Real Estate Journal, and California Builder.

Education: Master in Real Estate Development, Portland State University,
BA, Literature, Yale University (with honors)

PROJECT EXPERIENCE AND REFERENCES

PROJECT: HOUSING MARKET DEMAND ASSESSMENT, GREAT FALLS, MONTANA

Client: Great Falls Development Alliance and its Partners

Location: Great Falls, Montana

Team Members: Adam Seidman, Richard Gollis

Dates: 2021-2024

Client Reference: Brett Doney / CEO, Great Falls Development Alliance / (406) 750-2119 / bdoney@growgreatfalls.org

Responding to a Request for Proposals from the Great Falls Development Alliance (GFDA) and its partners, NeighborWorks Great Falls and the Great Falls Association of Realtors, The Concord Group completed a housing market demand assessment for the City and surrounding counties. Our scope of work included an assessment of key housing trends and demand drivers, including employment and demographic trends, for the MSA as well as for the broader 13-county region. Our work included an in-person visit to the market area and meeting with key stakeholders in the public, private, and non-profit sectors.

Based on the findings of our analyses and meetings, we:

- Provided an assessment of the current housing market
- Projected demand for rental and for-sale housing in the market area over a 10-year period
- Developed a menu of potential housing product types that would meet the forecasted demand across a range of income levels and housing preferences

We presented the findings of our original study to the client team, and then to the community and key stakeholders in a Housing Production Summit in March 2022. Our study and its findings were then used by the GFDA in discussions with prospective developers and builders.

In early 2024, we were asked by the client to provide an update to our Housing Demand Assessment, as market conditions had changed since the prior report. We presented the results of this update to the community in April 2024.



PROJECT EXPERIENCE AND REFERENCES

PROJECT: HOUSING MARKET DEMAND ASSESSMENT, EASTERN IDAHO

Client: Regional Economic Development for Eastern Idaho

Location: East Idaho

Team Members: Adam Seidman

Dates: 2022

Client Reference: Teresa McKnight / CEO, REDI / (208) 522-2014 / tmcknight@rediconnects.org

At the request of the Regional Economic Development for Eastern Idaho (REDI), The Concord Group completed a housing market demand assessment for 16-county Eastern Idaho region. Our scope of work included an assessment of key housing trends and demand drivers, including employment and demographic trends, for the region as well as for the various submarkets.

Based on the findings of our analyses and meetings, we:

- Provided an assessment of the current housing market
- Projected demand for rental and for-sale housing in the market area over a 5-year period
- Developed a menu of potential housing product types that would meet the forecasted demand across a range of income levels and housing preferences

We presented the findings of our study to the client team, and then to the community and key stakeholders in a Housing Symposium in August 2022. Our study and its findings were then used by REDI in discussions with prospective developers and builders.



PROJECT EXPERIENCE AND REFERENCES

PROJECT: ECONOMIC AND FISCAL BENEFITS OF HOUSING DEVELOPMENT, BARNSTABLE COUNTY

Client: Housing Assistance Corporation of Cape Cod

Location: Barnstable County, Massachusetts

Team Members: Adam Seidman

Dates: 2022-2023

Client Reference: Alisa Magnotta / CEO, HAC / alisa@haconcapecod.org

At the request of the Housing Assistance Corporation of Cape Cod (HAC), The Concord Group completed an analysis of the benefits of housing development in the 15 towns that comprise Cape Cod, in Barnstable County, MA. Our scope of work included an assessment of key housing trends and demand drivers, including employment and demographic trends, for the region as well as for the various submarkets. We analyzed demand across the spectrum of rents and price points, with a focus on the lack of affordable options in the region and the impact on the labor and employment markets.

Based on the findings of our analyses and meetings, we:

- Provided an assessment of the current housing market, including key housing affordability metrics
- Analyzed the economic and fiscal benefits of housing development
- Summarized the impacts and costs of doing nothing to spur new housing development

We presented our findings of our original study to the client team in October 2022. Following this study, our team was asked to analyze additional aspects of the region's housing trends, including the impact of short-term rentals on housing affordability. Our study and its findings were then used by HAC in their advocacy efforts in support of housing development.

APPROACH

We propose the following scope of work to meet the City's objectives:

PROJECT KICK-OFF

1. Participate in a kickoff meeting with your team to confirm project objectives and review relevant reports, documents, plans, etc.
2. Determine market area(s) and relevant submarkets to be analyzed

MARKET ASSESSMENT

3. Analyze relevant socioeconomic and demographic data for the above defined market areas, and analyze relative to demand for housing, including:
 - a. the drivers of the economy and related employment growth;
 - b. population and household growth trends;
 - c. age/income distribution;
 - d. "shift share" of industries and wages
 - e. commuting patterns;
 - f. local school performance;
 - g. housing cost metrics
 - h. rent vs ownership parameters and cost structure
 - i. lifestyle profiles; and
 - j. other indicators, as necessary.
4. Assess 5- and 10-year housing demand in the Market Area using most-recent demographic and employment projections, income qualification hurdles, buy versus rent trends, etc.
 - a. The demand profile will cover all affordability levels and corresponding rental rates and price points.
 - b. Area Median Income (AMI) levels will be correlated to housing costs for rental and ownership products.
5. Survey selected sample of competitive and comparable projects across the range of market segmentation: affordable workforce, and market rate.
 - a. Projects will be analyzed with regard to location, developer, date of development, product mix, absorption history, product type, square footage and price/rent ranges (whole unit and by bed), premiums, absorption pace and the amenity program, if any, that supports it.
 - b. Assess relative positioning of workforce versus luxury segments, and rents/prices from Class A to B to C.

APPROACH (continued)

6. Identify major planned or proposed residential and commercial projects within the Market Area and projected timing of delivery.

HOUSING DEMAND PROJECTION

7. Provide projections for current and future supply and demand balance including total pipeline, location of future competition, market carrying capacity (demand).

- a. Analyze the distribution of wages and household incomes relative to AMI, identifying/defining underserved workforce-housing market segments.
- b. Analyze metro and submarket-level demand by rent/price points, evaluating the disconnect between product deliveries and housing demand across affordability levels and resident types.

8. Evaluate all of the above and provide a “housing opportunity menu” to outline the prospective demand and target market segments, and recommend a product market matrix of products that meet the demand, including

- a. Densities and types (attached, detached, lot sizes and configurations).
- b. Unit types (bed/bath configurations), sizes and mix.
- c. Amenities.
- d. Prices and rents with an emphasis on the target price points/rent levels.

COMMUNICATION OF RESULTS

9. In a working session with your team, discuss our findings, conclusions, and recommendation for the site. This discussion will be supported by tables, graphs, maps, etc., as necessary for communicating the study results.

10. Following the working session, and incorporating its discussions, we will finalize the recommendations in a written summary, with supporting documentation, suitable for presentation to stakeholder groups, prospective developers/builders and investors.

FEE AND TIMELINE

TIMELINE

Our proposed scope of work will be completed in approximately six (6) weeks the first working session meeting.

FEE

The total professional fee required is \$20,000, including all costs.

MEETINGS

Meetings are assumed to take place virtually (i.e. via Zoom).

EXHIBIT C
Insurance Requirements

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.

Minimum Requirements.

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- ii. **Automobile liability.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker’s Compensation.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

Other Provisions or Requirements

- **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.
- **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.
- **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.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant

or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving

the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: Consider canceling the September 24, 2024, regular City Council / NPUA / HACN meeting.

Background: Staff requests that the Council consider canceling the September 24, 2024, regular City Council / NPUA / HACN meeting to accommodate City Council Members traveling for ICSC Western.

If urgent matters arise, the City Council / NPUA / HACN may hold a regular meeting or call a special meeting to conduct business.

Fiscal Impact: None

Recommendation: Cancel the September 24, 2024, regular City Council / NPUA / HACN meeting

Submitted By: City Clerk Department

City Management Review: Patrick J Martinez **Date:** 8/8/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: San Bernardino County State of the County Conference 2024

Background: The annual San Bernardino County State of the County Conference 2024, "Empowering Tomorrow," is scheduled for September 18, 2024, at the Ontario Convention Center in Ontario, CA.

The conference is an opportunity to network with other cities and county representatives.

Mayor Jernigan and City Manager Martinez are attending.

Fiscal Impact: The cost for registration is \$50. Travel expenses (mileage and per diem) are approximately \$350. General Fund travel per diem account for the 2024-2025 budget.

Recommendation: Authorize those interested in attending the 2024 San Bernardino County State of the County Conference on September 18, 2024, at the Ontario Convention Center in Ontario, CA

Submitted By: Candace Clark, CPMC, Assistant City Clerk

City Manager Approval: Patrick J. Martinez Date: 8/8/2024

Other Department Approval (when required): Barbara DiLeo Date: 8/9/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 13, 2024

Title: City Council Resolution 2024-34
A Resolution of the City Council of the City of Needles Approving Employment Agreement with Kathy Raasch for Director of Development Services / Capital Projects exempt position.

Background: On November 28, 2023, the Director of Development Services position became vacant. Kathy Raasch, Projects Manager, assumed the Interim role the following day. On May 28, 2024, the City Manager proposed consolidating the Director of Development Services and Projects Manager positions and adding a "Capital Projects Engineering Technician" role for labor cost savings to the City Council. City staff initiated the internal job posting for the new Director of Development Services / Capital Projects position on June 7, 2024. Kathy Raasch was interviewed for the position on July 18, 2024, with a second interview by the City Manager on July 19, 2024. Kathy has successfully led the Development Services Department since last November and managed over \$18 million in capital improvement projects, including park enhancements, water distribution improvements, and paving projects. The job description (Exhibit A) outlines the responsibilities of the Director of Development Services / Capital Projects. The Employment Agreement includes the following key terms and conditions:

- \$151,715/year compensation.
- 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 as for all other City employees will be provided.
- In consideration of extensive after regular work hours demands, the City will provide 40 hours/year of administrative leave on an annual "use it or lose it" basis.
- The position is not included in the collective bargaining agreements and serves "at will."

Fiscal Impact: The contract is within the existing budget appropriation for FY 24-25.

Recommended Action: Approve Resolution 2024-34 Approving an Employment Agreement with Kathy Raasch for Director of Development Services / Capital Projects effective August 13, 2024, setting a salary of \$151,715 in compliance with SB 1436 and incorporate into the salary schedule FY 2024-2025.

Submitted By: Patrick Martinez, City Manager

City Manager Approval: Patrick J. Martinez

Date: 8/8/2024

Other Department Approval (when required): Barbara DiLeo

Date: 8/9/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

RESOLUTION NO. 2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF NEEDLES AND KATHY RAASCH FOR DIRECTOR OF DEVELOPMENT SERVICES /
CAPITAL PROJECTS EFFECTIVE AUGUST 13, 2024

WHEREAS, on May 28, 2024, in Executive Session, City Council reviewed the draft Employment Agreement of the new Director of Development Services / Capital Projects, exempt position.

WHEREAS, on June 7, 2024, city staff initiated the internal job posting process for the new position. On July 19, 2024, Kathy interviewed with the City Manager.

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

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

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 13th day of August 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney

DIRECTOR OF DEVELOPMENT SERVICES/CAPITAL PROJECTS
EMPLOYMENT AGREEMENT

This Director of Development Services/Capital Projects Employment Agreement (hereinafter referred to as the “AGREEMENT”) is entered into and made effective the 13 day of August, 2024, by and between the CITY OF NEEDLES, (hereinafter referred to as the “CITY”), and Kathy Raasch, 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/Capital Projects 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/Capital Projects; 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/Capital Projects 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. This Agreement is for an unspecified term and is subject to the “At-Will” provision in Section 1.4 and termination provision in Section 4.

1.4 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 hearing or 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/Capital Projects and shall have the duties and responsibilities of the Director of Development Services/Capital Projects, 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/Capital Projects 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/Capital Projects 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/Capital Projects, 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/Capital Projects 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/Capital Projects position. EMPLOYEE does not have set hours of work as the Director of Development Services/Capital Projects 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/Capital Projects. 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/Capital Projects. 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 \$151,715 per year, (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2024, 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. 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) To offset the number of evening City Council, Board and Commission meetings EMPLOYEE is entitled to 40 hours of comp time per year which cannot be converted to cash.

(g) 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 x New Member subject to PEPR, as may be amended from time to time.

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 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 1.4 and Section 4 (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/Capital Projects 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. EMPLOYEE is appointed and serves at the pleasure of the CITY and is an at will employee. The CITY may terminate EMPLOYEE at any time for convenience and without cause. In the event EMPLOYEE is terminated without cause, at or during such time that EMPLOYEE is willing and able to performed his/her duties under this AGREEMENT, then in that event, CITY agrees to pay EMPLOYEE a severance equal to six (6) months' Base Salary, less any and all applicable or legally required deductions, provided EMPLOYEE has executed a CITY approved

full and final release of any and all actual or potential claims (including a Civil Code Section 1542 release) that EMPLOYEE has or could have against CITY, its officials, employee and/or agents. At the time of termination without cause, 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.”

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) 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.

6.1 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/Capital Projects' Notice Address:

Kathy Raasch
519 E. A Street
Mohave Valley, AZ 86440

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.

7.10 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.

7.11 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

7.12 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”

Dated:_____

By:_____

“CITY”
CITY OF NEEDLES

Dated:_____

By:_____
Patrick Martinez, City Manager

ATTEST:

Dated:_____

By:_____
Dale Jones, City Clerk

DIRECTOR OF DEVELOPMENT SERVICES/CAPITAL PROJECTS
EMPLOYMENT AGREEMENT

Exhibit “A”

Job Description

Exhibit “A”

CITY OF NEEDLES
POSITION DESCRIPTION

Position Title: **Director of Development Services / Capital Projects**

Wage Range: **\$116,522 - \$148,720 DOQ**

Department: Development Services

Job Classification: Contract

Date: 05/23/2024

PURPOSE/OBJECTIVE OF JOB: A department head position which reports to the City Manager with responsibility for the planning and execution of capital projects and 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 Plans/Budgets.

REPORTS TO: City Manager

EXAMPLES OF RESPONSIBILITIES:

- Participate in the development and implementation of goals, objectives, policies, procedures, and priorities for the department.
- Manages Capital Improvement Plan projects, including construction activities which includes:
 - proposing new projects
 - presenting projects to applicable advisory committees for review and approval
 - composing and assembling construction contracts, plans, and related documents
 - advertising, bidding, evaluating, negotiating, and executing professional consultant contracts
 - oversee site inspections
 - managing, directing, and coordinating consultant engineering and architectural design, ensuring compliance with applicable laws, codes, ordinances, and regulations
 - processing contractor payments; complete financial reporting
 - facilitating meetings with residents, businesses, and/or other interested parties
 - researching, analyzing, and resolving construction and project problems
 - oversee processing change orders and manage closeout of capital projects
- Prepare and administer departmental budget.

- 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.
- Develops general plan and development code and assures timely updates and other measures to streamline regulations.
- Prepare initial studies and CEQA Compliance.
- Plans and manages all aspects of project design, development and implementation including preliminary technical research and feasibility analyses, funding and cost analyses, scheduling, public involvement, project budgeting and work plan development, project performance and results.
- Present materials at City Council, Planning Commission, other Boards and Commission and at professional and public meetings as required.
- Reviews operational procedures to ensure compliance with applicable policies recommends and initiates changes to department procedures policies and regulations including engineering design standards.
- Develops capital improvement program including the five-year capital improvement plan and annual capital projects for the City and NPUA.

MINIMUM QUALIFICATIONS:

- Advanced professional knowledge of the theory, principles, and practices of civil engineering including design, cost, construction materials and techniques, and regulations. In addition, creative skills that improve overall project results are desirable.
- Specialized knowledge of public works project funding sources and budgeting, objective development and work planning and scheduling.
- Knowledge of principles of structural design, engineering mathematics, and architectural plan review.
- Sufficient human relations skill to convey technical engineering concepts to “sell” projects concepts and lead professional trades and technical employees to work cooperatively with internal and external customers.
- Current literature, information sources and research techniques in the field of urban planning.
- Make effective public presentations to boards, commissions, and council.

- A bachelor's degree in civil engineering, and five (5) years of increasingly responsible experience in the field of civil engineering, including three (3) years of increasingly responsible experience of a supervisory, administrative, or professional nature in the design, construction, and inspection of public, commercial, industrial, or residential buildings.

Special Requirements:

- Possess a certificate of registration as a civil engineer issued by the California State Board of Registration for Professional Engineers or equivalent work experience.
- Must possess a valid driver's license and a satisfactory driving record.
- Receive satisfactory results from background investigation, physical examination which includes a drug screening, and administrative review, which meet the established qualifications standards.
- Achieve Project Management Professional (PMP) Certification within one year of employment.

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

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

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: August 2, 2024

-
1. On **July 29, 2024**, City staff, the San Bernardino County Fire Department, and the Colorado River Station/Needles Police Department responded to a boat fire at the Jack Smith Park boat launch facility. The river current moved the boat from the launch facility to the Arizona side. Fortunately, the Mohave County Fire Department was able to extinguish the fire before it escalated.

We extend our heartfelt thanks to our public safety team for their swift response, which prevented the fire from spreading. Please refer to the attached images for a reference.

2. Thank you, Los Angeles Times and Arizona State University Climatology Office, for sharing the news! On **August 1, 2024**, the City of Needles officially dethroned Phoenix as the hottest U.S. city in July, with an average temperature of 103.2 degrees. Despite the heat, our community stays cool with local events, tourism, and the refreshing Colorado River. Join us for some fun in the sun! Click on this [link](#) for the article or refer to the attachment.
3. The City of Needles and Minagar and Associates will be holding our second community meeting at **4 PM on August 14, 2024**, at the El Garces to discuss the development of an off-highway vehicle route map for an Off-Highway Motor Vehicle (OHMV) Pilot Program. This program aims to allow off-highway vehicles to travel on specific city streets.

In March, the City Council created an Ad-Hoc Committee to research the implementation of this program and appointed Councilmembers Campbell, McCorkle, and Longbrake to serve. This will be the second meeting following the foundational meeting held on March 28, 2024. The Needles City Council's OHMV Subcommittee orchestrated the initial meeting in collaboration with city personnel, Minagar and Associates, and law enforcement representatives from the San Bernardino County Sheriff's Department, the Bureau of Land Management, and the

California Highway Patrol. The public's input will be invaluable as the city goes through this process. We look forward to seeing you attend, but if you cannot participate, public members can provide feedback by emailing minagarf@minagarinc.com or calling 949-707-1199 ext. 2#.

4. The City of Needles is committed to enhancing its aging street infrastructure through a 15-year Pavement Management Plan funded by the City's cannabis tax revenues. City staff will hold a ribbon-cutting ceremony in the **first two weeks of September** to celebrate the paving implementation of Phase 4A. The City has allocated \$2.2 million for the ongoing fiscal year to fund critical waterline and street improvements, as outlined in the attached exhibit, Phase 4A.

In June, the city completed the \$1 million Water Service Lateral Replacement Project, the first step in repairing our aging infrastructure. To ensure the timely progress of critical projects, the City actively seeks grants and alternative funding for identified priority initiatives. The City of Needles remains dedicated to innovative, strategic investments in its infrastructure to enhance the community's overall well-being. If you have any questions regarding the Pavement Management Project, please contact Patrick Martinez, the City Manager, at 760-326-2115 ext. 113 or by email at pmartinez@cityofneedles.com.

5. City crews have been actively working to maintain and improve our parks, ensuring they remain beautiful and accessible for all residents. Recently, our team focused on the dog park, enhancing its condition and usability. Please look at the attached photos showcasing the impressive transformation, with before and after shots highlighting the improvements made. Our staff's dedication to maintaining our parks is evident in the quality and care of these enhancements. We appreciate their hard work and commitment to making our community spaces enjoyable for everyone.
6. Needles youth are heading back to school in the next few weeks, and the Colorado River Station is hosting a backpack and school supply drive to help children in our community prepare for the new school year. Please bring your donated items to the Needles Sheriff's Station by **August 14, 2024**. The station is located at 1401 Bailey Avenue. For additional information, please contact Community Officer M. Hunt at 760-326-9200 or mhunt@sbcasd.org. Refer to the attached flyer for more details.

Additionally, the City of Needles Recreation Center's After School Program begins on the first day of school, **August 14, 2024**. The program offers homework help, STEM activities, physical education, and snacks. For more information see the attached flyer and contact the Needles Recreation Center at 1705 J Street, Needles, or call 760-326-2814.

7. This week, City crews continue to complete 80 hours of training for a Commercial Driver's License (CDL). The city remains committed to providing professional development opportunities for our staff, and they have been enrolled in a certified training program. Our public works staff receive training in virtual and onsite sessions. Please refer to the attached images for a glimpse into the training process.

8. The City of Needles extends a heartfelt thanks to the Needles Rodeo/Colorado River Round-Up for hosting a free open swim on **August 1, 2024**. The event was a fun-filled day of swimming for all ages. The attached images highlight the evening festivities. We would also like to thank the Needles Elks Lodge and the Eagles for hosting open swim events this year. If you are interested in hosting open swim events next year, please contact us for more information at (760) 326-2599.

1. JSP BOAT FIRE



2. LA TIMES ARTICLE

CALIFORNIA

That's hot: Needles dethrones Phoenix as hottest U.S. city in July



An early morning kayaker paddles on the Colorado River in Needles, separating California from Arizona. The city became the hottest city in the nation in July. (Irfan Khan / Los Angeles Times)

By Sandra McDonald

Aug. 1, 2024 4:10 PM PT

A town of 5,200 just inside the California border along Route 66 now boasts a scorching new record — the hottest monthly average temperature in the country.

AZ State Climate

@AZStateClimate · Follow

X

Phoenix is happy to relinquish the record to Needles, now the hottest monthly U.S. city with 103.2°F (preliminary avg July temp).

Arizona welcomes a few new members to the 100°F+ monthly temp club: Palm Springs (100.0°F) and Blythe (100.7°F). Welcome?

This is the 2nd time... [Show more](#)

**AZ State Climate**
@AZStateClimate

Phoenix is happy to relinquish the record to Needles, now the hottest monthly U.S. city with 103.2°F (preliminary avg July temp).

Arizona welcomes a few new members to the 100°F+ monthly temp club: Palm Springs (100.0°F) and Blythe (100.7°F). Welcome?

This is the 2nd time Phoenix had a monthly temp 100°F+ (101.1°F this July, last year 102.7°F...the previous record).

#azwx #Monsoon2024

Observed Average Mean Temperature for Jun 30 2024 to Jul 30 2024 (356 stations)

Legend Rank

- Highest
- 2nd-5th
- 6th-10th
- 11th-15th
- 16th-20th
- 21st-25th
- 26th-30th
- 31st-35th
- 36th-40th
- 41st-45th
- 46th-50th
- 51st-55th
- 56th-60th
- 61st-65th
- 66th-70th
- 71st-75th
- 76th-80th
- 81st-85th
- 86th-90th
- 91st-95th
- 96th-100th
- Lowest

Learn more about how Climate Perspectives works [Click Here](#)

For any problems, comments or suggestions, please email: info@azstateclimate.com

AZ State Climate
CLIMATE PERSPECTIVES

6:21 AM · Aug 1, 2024

72

Reply

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[Read 13 replies](#)

It also referenced two other cities, Palm Springs and Blythe, and welcomed the club of cities with average temperatures of at least three digits for a month.

“Welcome?” the post said.

Jan Jernigan, the mayor of Needles, was not surprised by her town’s achievement, saying: “We probably did [beat the record], quite easily.”

The heat is a part of the town’s culture. When the City Council hosts meetings, it offers guests a basket of Red Hots candy with a sign that reads, “Needles is Red Hot,” Jernigan said.

Needles has learned to hold city events early in the morning to avoid the worst of the heat, Jernigan said. A food distribution event this morning started around 5 a.m. and lasted only until 8 a.m., she said, before temperatures became oppressive.

The town, also known for references in the [“Peanuts” comics](#) as the home of Snoopy’s brother Spike, still draws tourists and residents alike to its three beaches on the Colorado River where they can try to beat the summer heat, said City Manager Patrick Martinez. The city has spent \$8.4 million in grants to improve infrastructure, including updating parks, he said.



The heat is ingrained in Needles’ culture. City officials offer Red Hots candy at public meetings, with a sign reading “Needles is Red Hot.” (Jan Jernigan)

“You’ve [got to] be waist-deep in the Colorado River” to stay cool in Needles, he said.



CALIFORNIA

These California counties endured the nation’s longest streaks of excessive heat

July 19, 2024

In late June, the region's intense heat was partly to blame for [an unusual brush fire that broke out](#) near Needles, burning 70 acres and destroying one structure. It crossed into Arizona and burned 143 acres there. Martinez said the infrastructure upgrades included beach cleanups that will help reduce the risk of future wildfires, especially during a [wildfire-prone summer](#). This year's hot weather has contributed to fires burning 30 times as many acres statewide as last year.

To fight the heat, the town operates a [senior center](#) that provides water and a cool place for people to gather. It is equipped with a generator and can be opened during an emergency if power outages put residents in danger of overheating, Martinez said.

Jernigan said the most recent improvements to Needles' infrastructure aren't the end of the story. "We still have a long way to go," she said.

More to Read

'Long-duration' heat wave again cooking California, raising health and wildfire concerns

July 22, 2024



FOR SUBSCRIBERS

For these Death Valley residents, extreme heat is a way of life

July 21, 2024



Temperature records shattered across the West as intense heat wave drags on

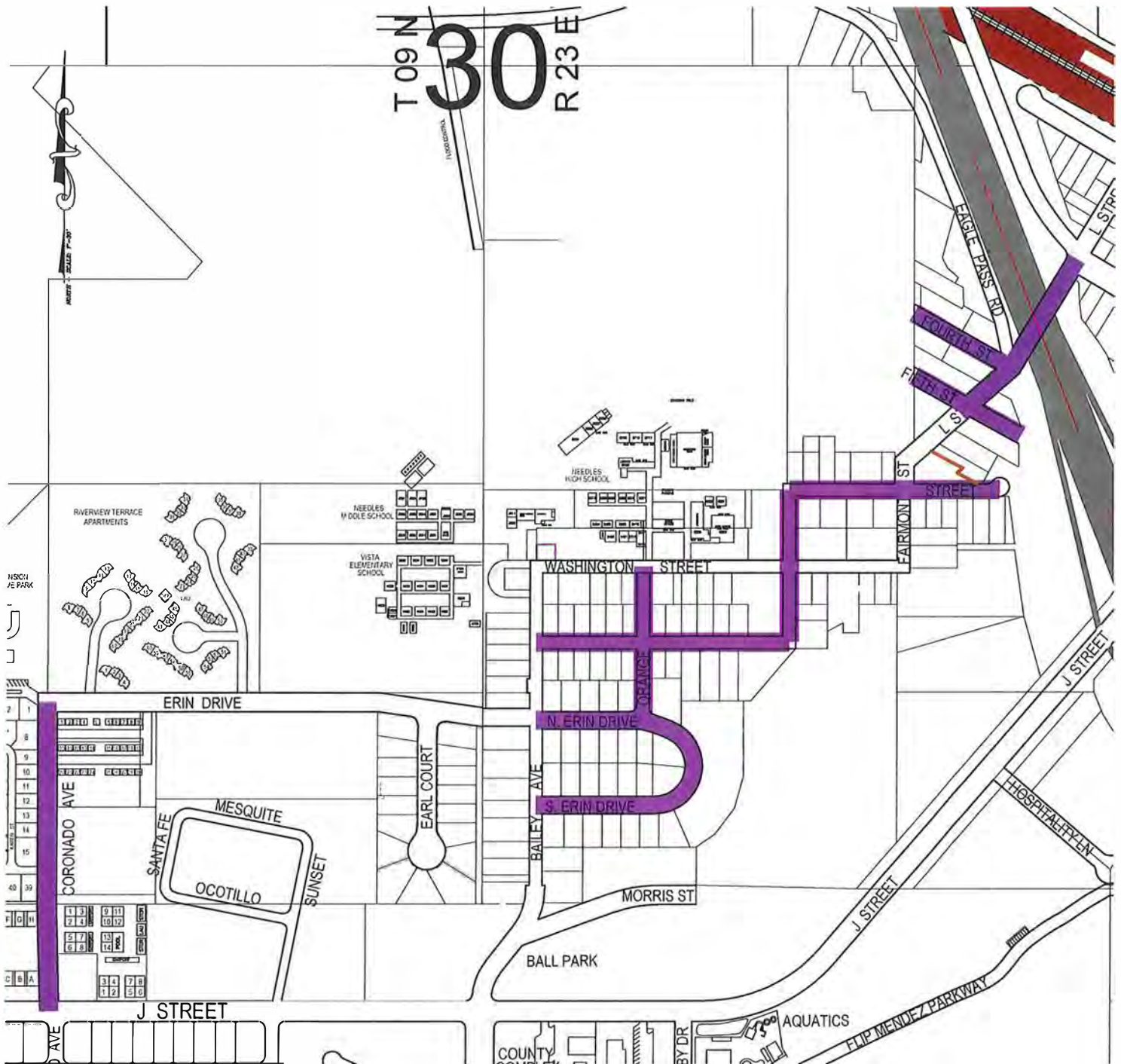
July 10, 2024



Sandra McDonald

4. Street Improvements & Water Service Replacement

OBERNOLTE STREET PROJECT



HIGH SCHOOL HILL

L STREET	(5th Street to W. Broadway Ave)
4TH STREET	(L Street to End)
5TH STREET	(L Street to End)
HIGHLAND STREET	(Park Ave to End)
PARK AVE	(Highland Street to Collins Street)
ORANGE AVE	(Washington Ave to Erin Drive)
COLLINS STREET	((Bailey Ave to Park Ave)
ERIN DRIVE	(Bailey Ave - The Loop)
CORONADO STREET	(Erin Dr to J Street)

LEGEND

Obernolte Water Service Replacements & Street Improvements Project - Awarded by Rep. OBERNOLTE

4. Street Improvements & Water Service Replacement

PHASE 4 A



DOWNTOWN AREA

DESOTO STREET	(D Street to W. Broadway Ave)
CIBOLA STREET	(D Street to W. Broadway Ave)
F STREET / ARMY RD	(Broadway Ave to Interstate 40)
E STREET	(Broadway Ave to Interstate 40)
DOWNEY AVE	(D Street to F Street)
VALLEY AVE	(D Street to F Street)
FOURTH STREET	(F Street to E Street)
G STREET	(@ Army Rd)

LEGEND

 PHASE 4A - PAVING IMPROVEMENTS
Including Water Services

5. DOG PARK MAINTENANCE



6. BACKPACK DRIVE AND AFTER SCHOOL PROGRAM



Back to School

Backpack & School Supply Drive

The Colorado River Station is hosting a backpack and school supply drive to help children in our community get ready for the new school year.

PLEASE BRING YOUR
NEWLY DONATED ITEMS
TO THE NEEDLES
SHERIFF'S STATION BY
AUGUST 14, 2024



Contact Community Officer M. Hunt at (760)326-9200 or mhunt@sbcasd.org with any questions.

Needles Recreation Center

After School Program

MONDAY - FRIDAY

GRADES
K-8

WHAT
WE
PROVIDE

- Homework Help
- STEM Activities
- Physical Education
- Snacks

For more information &
to get registration form,
please visit Needles
Recreation Center



7. CDL TRAINING PROGRAM



8. RODEO OPEN SWIM





MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: July 26, 2024

-
1. During the City Council meeting on July 9, 2024, Michael Bracken of Development Management Group, Inc., the city's contract Chief Economist, presented an economic development update. His presentation detailed significant growth in Needles over the past decade.

Key highlights include:

- A 4.5% increase in the city's population.
- Growth in educational attainment, with high school and bachelor's degree holders rising by 4.4% and 38%, respectively.
- A 34% increase in median household income.
- A 31% increase in median home value.

In the past 5-10 years, the city has seen notable additions, including:

- An AutoZone and a Dollar General
- A \$45 million cannabis industry
- \$8 million Park improvements
- \$16 million water infrastructure
- Over 25 Tesla electric vehicle charging stations
- A Hampton Inn

Bracken emphasized that Needles faced severe financial challenges just a decade ago, but today, the city enjoys economic stability. These developments have positively impacted the community, enhancing the quality of life for its residents. Refer to the attached PowerPoint presentation or read the Needles Desert Star [article](#) for more details.

2. The City of Needles extends its heartfelt gratitude to Arrowhead Credit Union's ArrowHeart Foundation for their generous donation of over 100 JanSport school backpacks. These backpacks were distributed to the Parks and Recreation Department's Summer Day Camp participants, ensuring that each child had a new, high-quality backpack for the upcoming school year.

As summer draws to a close, the City proudly celebrates a successful season at the Needles Recreation Center. This year's diverse programs, including Summer Day Camp, Pee Wee Basketball, and swim lessons, saw enthusiastic participation. The aquatics center will continue offering morning lap swim and exercise four days a week through August 29, 2024 (Monday-Thursday).

Thank you to all City Staff and those involved for making this summer memorable and supporting our community's youth.

3. Rivers Edge Golf Course is celebrating the successful conclusion of its 2024 Summer Junior Camp, a rewarding 7-week program. The camp will wrap up next week with a 5-hole golf tournament, where participants will compete for exciting prizes. Throughout the program, 42 young golfers developed valuable skills, enjoyed the fresh air, and learned the basics of the game.

We extend our heartfelt thanks to Jason Parnell, Needles High School Golf Coach, Don Johnson, a dedicated long-time volunteer, and the Touchstone Staff for their crucial roles in making this summer's camp a success. We also appreciate the San Bernardino County Sheriff's Department for hosting a memorable putting contest on July 24, 2024. For highlights from the contest, please see the attached photos.

Additionally, Rivers Edge is excited to announce a photo contest with a chance to win a free round of golf. To participate, submit your entries by the end of the month to jjdeleon@golfneedlesca.com. For more information call 760-326-3931.

4. The City Manager recently had a strategic meeting with the Mohave County Manager. This meeting was a significant step towards achieving our Council's goal of fostering strong relationships with regional representatives.

The primary objectives of this meeting were twofold:

- **Securing Support for Economic Growth Initiatives:** We discussed potential collaborations and support mechanisms that could enhance regional economic development efforts. Building a robust partnership with Mohave County is crucial for advancing our shared economic growth goals.
- **Enhancing Emergency Response Coordination:** We explored ways to work collaboratively during emergencies. Establishing a cooperative framework will help ensure the safety and resilience of our communities during critical situations.

This initial meeting lays the foundation for ongoing dialogue and cooperation between our city and Mohave County, aligning with our commitment to regional engagement and community safety.

5. On **July 18, 2024**, Sheriff Dicus and the San Bernardino County Sheriff's Department revealed that San Bernardino, Victorville, and Fontana have

emerged as critical areas in California for the proliferation of unserialized or "ghost" guns. Following this, on **July 24, 2024**, the San Bernardino County Sheriff's Department Colorado River Station issued an advisory urging firearm owners to maintain detailed firearms records on their guns.

In the past year, the San Bernardino County Sheriff's Department Colorado River Station- Needles Police have seized 74 firearms, including handguns, rifles, and shotguns, in connection with various crimes. Many of these weapons were found to be unregistered, and at least one ghost gun was recovered. To aid in the recovery of stolen firearms, firearm owners are encouraged to document their guns' make, model, and serial numbers. This information is crucial for entering stolen weapons into the law enforcement database and identifying them if recovered. Without registration details, tracing and returning stolen firearms to their rightful owners can be challenging.

The Colorado River Station: Needles Police remains committed to enhancing community safety through proactive law enforcement, community engagement, and raising awareness of crime trends. For more information on California gun laws, visit [California Department of Justice Firearms](#) or refer to the attached press releases for further details.

6. IMPORTANT UPCOMING DATES:

- **The Housing Authority of the City of Needles** will be accepting applications for the Section 8 Housing Choice Voucher (HCV) Program from **July 1 to July 31, 2024**. The Public Housing waitlist remains **open year-round**. Applications can be obtained and submitted at 908 Sycamore Drive. For more information, call (760) 326-3222, Monday through Friday, 9:00 a.m. to 4:00 p.m.

1. ECONOMIC UPDATE

CITY OF NEEDLES, CALIFORNIA



ECONOMIC DEVELOPMENT DISCUSSION

JULY 9, 2024

PURPOSE OF UPDATE

- **Define Economic Development**
- **Economic Progress**
- **Discuss Community Demographics/Market Opportunity**
- **State of Retail & Housing**
- **Objectives for FY 24/25**
- **Invite City Council Communication/Comments/Feedback**

DEFINING ECONOMIC DEVELOPMENT

- **“Any activity that increases the overall wealth of the community”**
 - **Housing**
 - **Employment/Jobs**
 - **Healthcare**
 - **Retail**
 - **Quality of Life**
(Parks/Recreation/Arts/Entertainment/Education)

DEMOGRAPHIC COMPARISON (2013 & 2024)

	<u>2013</u>	<u>2024</u>
• Population	4,909	5,133
• Median Age	38.6	45.5
• Education HS+	78.41%	81.86%
• Education BA+	8.72%	12.04%
• Median HH Income	\$29,852	\$40,021
• Employed	1,693	1,605
• Owner Occupied Housing	53.28%	51.96%
• Median Home Value	\$109,057	\$142,887
• Total Housing Units	1,950	2,142

Source: Claritas/DataQuick

STATE OF RETAIL

- **ICSC San Diego (9/23) & Las Vegas (5/24)**
- **10+ Meetings Retailers, Brokers, Developers**
- **Restaurant/Fast Food: Watching Impact of \$20 Minimum Wage on Price/Demand**
- **Retailers: Most on Hold in 2024 with Economic Stability Concerns + Interest Rates + Wage Increases**
- **All: Watching Job Growth, Traffic Counts, Government Stability**
- **ICSC Western (aka San Diego) to be held in Palm Springs late September, 2024, ACRE March 2025, ICSC-LV May 2025**

GROCERY/PHARMACY STORE UPDATE

- **Grocery Outreach includes:**

- **Retailers/Brokers/Developers**

- Aldi
 - Grocery Outlet
 - Smart & Final
 - Stater Brothers
 - Independents

- **Feedback:**

- Focused on Markets of 25,000+ people
 - Markets with high growth (significant residential home construction)
 - Infill Opportunity Markets (existing competitors)

- **Pharmacy/HABA**

- Industry going through reset (bankruptcies, mergers) Most not financially healthy, no current expansion happening at current. May see rise in independent

STATE OF HOUSING

- **Motel Conversion:** Planning Commission & City Council appear open to motel to micro-apartment conversion (blight elimination, increase in workforce housing stock)
- **Apartment Developers:** Rents currently do not justify new construction
- **Home Builders:** Riverfront Homes continue to see demand (2nd home/short-term rental). Tract or Made to Order Tract Builders have toured region in last 60 days and are showing interest cautiously (interest rates, cost of materials)
- **Best housing opportunity for investors:** purchase and rehab older 2-3 bedroom homes and rent/sell (more cost effective than new construction)

EXAMPLES OF ECONOMIC DEVELOPMENT NEEDLES (LAST 5-10 YEARS)



FY 24/25 OBJECTIVES

- **Housing:** Identify and work with regional home developers to attract them to Needles opportunity
- **Retail:** Continue working with brokers, developers and retailers to bring them to Needles
- **Hotel/Tourism:**
 - Work to attract additional hoteliers and work with existing to remodel/rebrand/expand.
 - Identify process, location/co-location and costs to host California Welcome Center
 - Determine viability of TBID or similar financial structure for joint marketing campaign
 - Regular Use of Instagram, Twitter, Facebook for City/Community News/Events
- **Industrial/Logistics:** Identify brokers/developers in Tri-State area with projects to attract to Needles
- **All:** Create Regional Economic Development Forum (Annual Event) w/ Laughlin, Bullhead City, Lake Havasu City, Fort Mohave, Tribe and City of Needles

FEEDBACK, COMMENTS & QUESTIONS



Development Management Group, Inc
Michael Bracken, Managing Partner/Chief Economist
41-625 Eclectic Street, Suite D-2
Palm Desert, CA 92260
michael@dmgeconomics.com

2. ARROWHEART FOUNDATION



3. RIVERS EDGE SUMMER JUNIOR CAMP



2024 Junior Camp Highlights

As we wrap up the 2024 Junior Summer Camp next Wednesday (July 31st) we would like to thank all of the participants this year even throughout the extreme summer heat. We hope everyone learned a lot and had lots of fun all together. Looking forward to 2025!

Rivers Edge Staff







[Book a Tee Time](#)

Rivers Edge Golf Course
144 Marina Drive

(760) 326-3931 www.golfneedlesca.com



Photo Contest at The Edge



**EVERY PHOTO SENT IN COUNTS
as 1 entry to our raffle to win a free round
of golf including a sleeve of golf balls**



**EMAIL PHOTOS TO
JJDELEON@GOLFNEEDLESCA.COM**

[Book a Tee Time](#)

Rivers Edge Golf Course
144 Marina Drive

www.golfneedlesca.com

5. SBSD UPDATE ADVISORY

Thursday July 18, 2024, 7:33 AM



SBSD - Headquarters

Advisory: San Bernardino County Home to Three of the Top 10 Cities for Unserialized Firearms

Dear patrick martinez,

FOR IMMEDIATE RELEASE:
July 18, 2024

SAN BERNARDINO COUNTY SHERIFF SHANNON DICUS ANNOUNCES SAN BERNARDINO COUNTY MAKES UP THREE OF THE TOP 10 CITIES FOR UNSERIALIZED FIREARMS

SAN BERNARDINO, CA – The San Bernardino County Sheriff's Department and Sheriff Shannon Dicus announced three cities in San Bernardino County have been identified as leading areas in California for the proliferation of unserialized or ghost guns. This alarming trend highlights the growing concern over untraceable firearms that are increasingly being used in criminal activities and used against law enforcement officers throughout the County.

Ghost guns, which are firearms assembled from kits or 3D-printed parts without serial numbers, have posed significant challenges for law enforcement agencies across the state. These weapons bypass traditional legal firearm measures, making them nearly impossible to track. The surge in ghost guns has correlated with an increase in violent crimes within our county – including attempted murder of law enforcement officers.

The removal of ghost guns from our neighborhoods is critical due to the serious threat they pose by enabling prohibited persons, such as those convicted of violent felonies like child or animal abuse, to obtain a firearm. Ghost guns, which lack serial numbers and are untraceable, provide a dangerous loophole for individuals who are legally barred from purchasing firearms. This accessibility increases the risk of these untraceable weapons being used in further criminal activities.

In the California Department of Justice's annual Crime Gun in California report, three cities within San Bernardino County made the top 10 list, including the City of San Bernardino, Victorville, and Fontana.

- Sacramento – 435
- Los Angeles – 389
- San Diego – 350
- San Bernardino – 319
- Bakersfield – 263
- San Francisco – 205
- Stockton – 177
- Victorville – 168
- Modesto – 136
- Fontana – 132

According to the DOJ, a crime gun is defined as a firearm recovered by a law enforcement agency after it was used in a crime, suspected to have been used in a crime, or illegally possessed.

Additionally, San Bernardino County had the second-highest number of crime ghost guns behind Los Angeles County:

- Los Angeles – 1,914
- San Bernardino – 1,561
- San Diego – 804
- Riverside – 770
- Sacramento – 648

"The rise of ghost guns is a significant threat to the safety and security of our communities," said Sheriff Shannon Dicus. "These untraceable firearms make it increasingly difficult for law enforcement to do their jobs and protect the public. We are committed to aggressively combating this issue and holding those who use these illegal weapons accountable while protecting the rights of lawful firearm owners."

San Bernardino Police Chief Darren Goodman added, "The increase in ghost guns directly correlates with the rise in violent crime we are witnessing. Our officers are on the front lines daily, facing these threats head-on. We must address this problem with the seriousness it deserves."

"The proliferation of ghost guns is a clear and present danger to our community," said Fontana Police Chief Michael Dorsey. "These firearms are

being used in crimes with alarming frequency, and we must take strong, decisive action to stem the tide of this growing menace.”

The proliferation of ghost guns and minimal penalties for felons caught with firearms are creating additional obstacles for law-abiding citizens attempting to obtain firearms through State and Federally-regulated dealers. Law-abiding citizens are increasingly subjected to stringent regulations and scrutiny, while those with criminal intent exploit these legal loopholes. This disparity not only undermines public safety but also places undue burdens on responsible firearm owners who follow the law.

Due to the surge in crime and community concerns, the San Bernardino County Sheriff's Department developed Operation Consequences. This operation focuses on conducting targeted crime suppression operations to curb violent crime, disrupt and dismantle targeted criminal street gangs, and locate and arrest those who are illegally possessing, manufacturing, and trafficking firearms. From October 2022 to June 2024, Operation Consequences yielded 1,312 felony arrests, 2,194 firearm seizures, 3,492 traffic citations, 214.3 lbs of fentanyl, and 3,051.41 lbs of methamphetamine.

In June of 2024, the San Bernardino County Board of Supervisors reauthorized an ongoing contribution of \$3 million annually for the County's community concerns reserve, which funds specialized law enforcement services, including Operation Consequences, Operation Shelter Me, and Operation Smash and Grab.

To read the full California Department of Justice Crime Gun report, visit: <https://oag.ca.gov/system/files/media/ab1191-crime-gun-report-2024.pdf>

The San Bernardino County Sheriff's Department is the law enforcement agency for the largest geographical county in the nation. Sheriff Shannon Dicus currently serves as San Bernardino County's 36th Sheriff-Coroner. The department serves over 2.1 million residents, with eight county and 14 contract patrol stations and over 4,200 employees to ensure the quality and safety of those we serve.

Contact: Public Affairs
PAffairs@sbcasd.org



For full details, [view this message on the web](#).

Wednesday July 24, 2024, 1:00 PM



SBSD - Colorado River Sheriffs Department

Advisory: In Light of Recent Report on Crime Guns in the County, Firearm Owners Encouraged to Keep Records on Their Guns

Dear patrick martinez,

DATE: July 24, 2024

Summary: With three cities in San Bernardino County leading the state in the recovery of unserialized guns, there is an increasing concern by law enforcement over the proliferation of untraceable firearms. Within the last year in the City of Needles, 74 firearms have been seized for various crimes. These include handguns, rifles, and shotguns. Most of the weapons have no registration record and at least one ghost gun was recovered.

As stated in the July 18, 2024, Sheriff's Department Press Release, "Ghost guns, which are firearms assembled from kits or 3D-printed parts without serial numbers, have posed significant challenges for law enforcement across the state. These weapons bypass traditional legal firearms measures, making them nearly impossible to track. The surge in ghost guns has correlated with an increase in violent crimes within our county – including attempted murder of law enforcement officers."

Firearm owners are encouraged to record the make, model, and serial number of all firearms so in the event of theft, weapons can be entered into the law enforcement stolen firearms computer system. Not all states have

gun registration requirements so, often when a firearm is recovered, unless the owner reporting it stolen has serial numbers, identifying the weapon as stolen and locating the rightful owner is problematic.

The Colorado River Station – Needles Police is dedicated to keeping the community safe through proactive law enforcement, community engagement, and community awareness of crime trends. More information on California gun laws may be found at www.oag.ca.gov/firearms.

For press releases, news and information, follow the Colorado River Station on X at: @CORiverStation, Facebook and/or Instagram @SBCSDColoradoRiverStation

Refer: Ross Tarangle, Captain

Station: Colorado River Station

Phone No: (760) 326-9200

SHANNON DICUS, Sheriff-Coroner
San Bernardino County Sheriff-Coroner Department



For full details, [view this message on the web](#).

Sent by **SBSD - Colorado River Sheriffs Department**
1111 Bailey Ave, Needles, CA 92363

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