



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

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, MARCH 22, 2022
COUNCIL EXECUTIVE SESSION – **5:00 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

AUTHORIZED BY AB 361

THE MAYOR AND COUNCIL MEMBERS MAY BE ATTENDING THIS MEETING VIA

***** MICROSOFT TEAMS *****

**THE PUBLIC MAY ALSO ATTEND VIA 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: 657 807 190#
OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 657 807 190#
The meetings are being recorded. - MASKS ARE ENCOURAGED**

CALL TO ORDER
ROLL CALL

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

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

RECESS TO EXECUTIVE SESSION

- a) COUNCIL; Conference with real property negotiator pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller and Needles Church of Christ, Inc. as the potential buyer of the property described as generally located on the section of right-of-way on "O" street, south of Market Street and terminating at the I-40. Under negotiation are the price and terms.
- b) COUNCIL; Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3): One potential case related to claim dated March 2, 2022 from In & Out Construction.
- c) NPUA / COUNCIL: Conference with Legal Counsel regarding potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4) one potential case

EXECUTIVE SESSION – Report by City Attorney

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

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

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

PRESENTATION

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

- 1) NPUA / COUNCIL: Presentation by Burger & Comer, P. C. of the Needles Public Utility Authority (NPUA) audit report for the fiscal year ended June 30, 2021 - Accept and File (ACT)

RECESS THE JOINT NPUA / COUNCIL MEETING - RECONVENE THE CITY COUNCIL MEETING

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

PRESENTATION

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

- 2) Chamber of Commerce El Garces Visitor Center update (INF)

PUBLIC HEARING

- 3) Public hearing noticed to consider all evidence and testimony for or against raising certain fees at the Rivers Edge Golf Course
 - Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Resolution No. 2022-26 amending Resolution No. 2021-11 regarding fees at the Rivers Edge Golf Course (ACT)

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

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 4 through 11 on the Consent Calendar by affirmative roll call vote. (ACT)

- 4) Approve the Warrants Register through March 22, 2022
- 5) Accept Extension for On-Call Economic Development Services Agreement with Development Management Group, Inc. (DMG Economics) for a 1 year term expiring March 22, 2023 not to exceed a cost of \$30,000
- 6) Authorize the purchase of one new 74HP Skip Loader in the amount of \$96,446, one new mini excavator for \$58,478 and one tilt trailer for \$14,245 from Sonsray Machinery not to exceed a total of \$169,169 using funds from the Cemetery capital equipment account of \$47,240 and the balance from Public Works Fiscal Year 2022 budget for said purchases
- 7) Award Phillips Excavation for a bid in the amount of \$63,000 to perform clean up abatement services along Reclamation Road using the Cal Recycle Grant funds and authorize staff to issue a Notice of Award and Notice to Proceed
- 8) Accept TKE Engineer's Proposal for Design Work on First Year – Phase III (Obernolte) Water Service and Street Improvements not to exceed \$26,000 for street improvements, grind and pave, in the general vicinity of Needles Unified School (Coronado, Orange, Park, Fifth, L Street, Collins, Highland, Fourth and Erin Drive Loop) using funds from Public Works Fiscal Year 2022 15-year Street Improvement Plan and authorize staff to execute the new task for said work
- 9) Accept TKE Engineer's proposal for Design Work on Phase III Water Service and Street Improvement Project not to exceed \$36,000 for street improvements, grind and pave, around D Street to Palmway and Broadway to Desnok using funds from Public Works Fiscal Year 2022 Phase III Water Service & Street Improvements account and authorize staff to execute the new task for said work
- 10) Accept TKE Engineer's Proposal for Design Work at Duke Watkins Park in the amount not to exceed \$318,639 using funds from Parks and Recreational Capital General Fund Fiscal Years 2022 and 2023 to be reimbursed by the State of California Proposition 68 Statewide Park Development and Community Revitalization grant and authorize staff to execute the new task for said work
- 11) Authorize the City Manager to execute Agreement No. 07-07-34-L 1560 Amendment No. 1 to the United States Department of the Interior Jack Smith Park Recreation and Community Uses Lease with a term to expire 2057

End of Consent

REGULAR ITEM

- 12) Discussion regarding extending the contract with 3D-Networks as the City's IT Consultant or advertise for a Request For Proposal (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

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

ADJOURNMENT

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

<http://www.cityofneedles.com>

Posted: March 18, 2022

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

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

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

Dated this 18th day of March 2022

Dale Jones, CMC, City Clerk



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: Presentation by Burger & Comer, P.C. of the NPUA audit report for the fiscal year ended June 30, 2021

Background: The fiscal year 2020/21 NPUA audit report has been completed by Burger & Comer, P.C. The audit report will be presented via teleconference by Dave Burger who is the engagement partner.

Attached are the 2021 Audit Results Presentation materials, and audit report for the fiscal year ended June 30, 2021.

Fiscal Impact: None.

Recommendation: Accept and file the NPUA fiscal year ended June 30, 2021 audit report completed by Burger & Comer, P.C.

Submitted By: Sylvia Miledi, Finance Director

City Management Review:

Rick

Date:

3/15/22

Approved: ☐

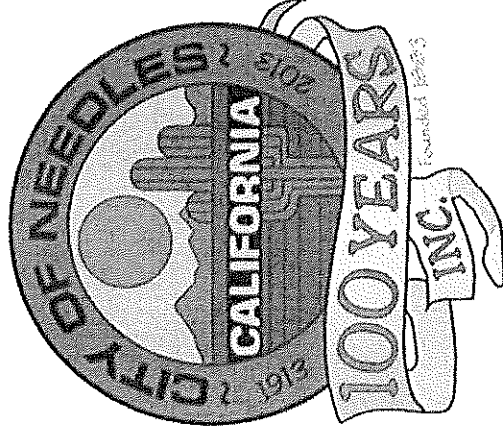
Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 1

Presentation of 2021 Audit Results
Needles Public Utility Authority



BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

**To the Members of the Commission of the
Needles Public Utility Authority**

We are pleased to present this report related to our audit of the financial statements of Needles Public Utility Authority (NPUA) as of and for the year ended June 30, 2021. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for NPUA's financial reporting process, as well as other matters that we believe may be of interest to you. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

This report is intended solely for the information and use of the Members of the Commission and management, and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have regarding this report. We appreciate the opportunity to continue to be of service to NPUA.

**BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS**

- Scope of Engagement
- Summary of Audit Results
- SAS 114 Communication to those Charged with Governance

BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Scope of the Engagement

Financial Statement Audit of Needles Public Utility Authority (NPUA), a component unit of the City of Needles in accordance with *Government Auditing Standards*

BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

NPUA 2021 Audit Results

Significant Changes

Significant Adjustments

BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

UNMODIFIED OPINION

- Audit performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*
- The financial statements fairly present, in all material respects, NPUA's:
 - Financial position
 - Results of operations
 - Changes in net position
 - Cash flows
- Burger & Comer, P.C. assisted in the preparation and word processing of the financial statements; NPUA management reviews, approves, and accepts responsibility for those financial statements

BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Report on Internal Controls and Compliance in accordance with *Government Auditing Standards*

- Material weakness and significant deficiencies — none noted
- Noncompliance material to financial statements — none noted

BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Significant Audit Areas

Assets	Liabilities	Expenses
Cash and receivables	<ul style="list-style-type: none"> Accounts payable and accrued expenses 	<p>Electric power purchased</p> <p>Personnel costs</p>
Capital and intangible assets	<ul style="list-style-type: none"> Purchase obligation and bonds payable 	Interest expense
There was an adjustment for estimated uncollectable receivables	There was a small adjustment to the purchase obligation payable.	There was an adjustment from NPUA for over-amortization of water rights in prior years.

BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Significant Adjustment

- NPUA was contemplating issuing bonds to fund water related projects last year.
- Only the Wastewater Fund had a deficit.
- A capital contribution was recorded in 2021 to transfer over capital assets from the City's financial statements to NPUA's financial statements, which should make future accounting and reporting less confusing.

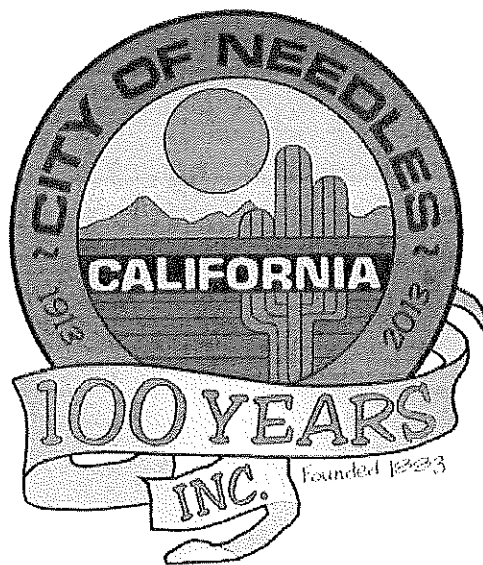
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**Required Communications to Those Charged with Governance
under Statement on Auditing Standards No. 114**

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CERTIFIED PUBLIC ACCOUNTANTS

Elements of Required Communications

- Management has primary responsibility for the accounting principles used, including their consistency, application, clarity and completeness.
- No significant accounting pronouncements were adopted during the year ended June 30, 2021
- We are not aware of any consultations by management with other accountants about accounting or auditing matters.
- We did not encounter any difficulties with management while performing our audit procedures that require the attention of the Utility Board.
- We encountered no disagreements with management on financial accounting and reporting matters as it relates to the current year financial statements.
- NPUA's significant accounting policies are appropriate, and that management has applied its policies consistently with prior period in all material respects.
- No significant or unusual transactions or accounting policies in controversial or emerging areas for which there is lack of authoritative guidance or consensus were identified.
- No significant deficiencies or material weaknesses were identified.
- No irregularities, fraud or illegal acts or that would cause a material misstatement of the financial statements, came to our attention as a result of our audit procedures.
- All audit adjustments that we proposed were recorded.



**NEEDLES PUBLIC UTILITY AUTHORITY
(A Component Unit of the City of Needles)**

Audited Financial Statements

As of and for the Year Ended June 30, 2021

(With Independent Auditor's Report Thereon)

NEEDLES PUBLIC UTILITY AUTHORITY

Financial Statements June 30, 2021

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BURGER & COMER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Report of Independent Auditors

Members of the Commission of the
Needles Public Utility Authority

Report on the Financial Statements

We have audited the accompanying financial statements of Needles Public Utility Authority (the Authority), a component unit of the City of Needles, California, as of and for the year ended June 30, 2021, and the related notes to financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of June 30, 2021, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The combining schedules of net position, revenues, expenses and changes in net position and cash flows, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining schedules of net position, revenues, expenses and changes in net position and cash flows are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining schedules of net position, revenues, expenses and changes in net position and cash flows are fairly stated, in all material respects, in relation to the basic financial statements as a whole

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2022 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Saipan, MP
February 28, 2022

NEEDLES PUBLIC UTILITY AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS

As Management of the Needles Public Utility Authority (the Authority), we offer readers of the Authority's Financial Statements this narrative overview and analysis of the Authority's financial performance during the fiscal years ended June 30, 2021. Please read it in conjunction with the Authority's Financial Statements, which follow this section.

Financial Highlights

- The total net position increased \$5,979 thousand in 2021.
- Operating revenues increased \$1,324 thousand in 2021.
- Operating expenses (excluding depreciation) increased \$1,049 thousand in 2021.

Overview of the Financial Statements

This annual report includes the management's discussion and analysis report, the independent auditors' report, the Authority's basic financial statements, and the supplementary schedules. The financial statements also include notes that explain in more detail some of the information in the financial statements.

Required Financial Statements

The Authority's financial statements report information using accounting methods like those used by private sector companies. These statements offer both short-term and long-term financial information about its activities. The Statement of Net Position includes all the Authority's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, and provides information about the nature and amount of investments in resources (assets), and the obligations to creditors (liabilities). It also provides the basis for evaluation of the capital structure of the Authority and assessing the liquidity and financial flexibility of the Authority.

All the revenues and expenses for the year are accounted for in the Statement of Revenues, Expenses and Changes in Net Position. This Statement measures the success of the Authority's operations over the past two years and can be used to determine whether the Authority has successfully recovered its costs, through its fees and other charges, profitability, and creditworthiness.

The final required financial statement is the Statement of Cash Flows. This statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing, and financing activities, and provides answers to such questions as sources of cash coming in, what expenditures cash was used for, and the change in the cash balance during the reporting periods.

Financial Analysis of the Authority

One of the most important questions asked about the Authority's finances is "Is the Authority, as a whole, better off, or worse off as a result of the year's activities?". The Statement of Net Position, and the Statement of Revenues, Expenses and Changes in Net Position will help answer this question. These two statements report the net assets of the Authority, and changes in them. One can think of these changes as indicators of whether the financial health is improving or deteriorating. However, one should also consider other factors, such as changes in the economy, population growth, and if there is any new governmental legislation.

We begin our analysis with a summary of the Authority's Statement of Net Position.

June 30, 2021

Condensed Statement of Net Position
(000's)

	FY 2021	FY 2020	Dollar Change	Percent Change
Assets				
Current and other assets	17,402	13,061	4,341	33.24%
Capital assets	19,433	17,449	1,984	11.37%
Total assets	36,835	30,510	6,325	20.73%
Deferred outflows of resources	370	507	(137)	-27.02%
Liabilities				
Long-term debt	21,495	22,488	(993)	-4.42%
Other liabilities	4,854	3,537	1,317	37.23%
Total liabilities	26,349	26,025	324	1.24%
Deferred inflows of resources	113	229	(116)	-50.66%
Net Position				
Net investment in capital and intangible assets	-	1,953	(1,953)	-100%
Restricted for debt service	10,865	700	10,165	1,452.14%
Unrestricted (deficit)	(123)	2,110	(2,233)	-105.83%
Total net position	10,742	4,763	5,979	125.53%

Condensed Statement of Revenues, Expenses, and Changes in Net Position
(000's)

	FY 2021	FY 2020	Dollar Change	Percent Change
Revenues				
Operating revenues	14,153	12,829	1,324	10.32%
Nonoperating revenues	552	72	480	666.67%
Total revenues	14,705	12,901	1,804	13.98%
Expenses				
Depreciation	1,257	1,010	247	24.46%
Other operating expenses	9,052	8,003	1,049	13.11%
Nonoperating expenses	1,342	1,175	167	14.21%
Total expenses	11,651	10,188	1,463	14.36%
Income before operating transfers	3,054	2,713	341	12.57%
Capital contributions	3,707	-	3,707	100.00%
Transfers	(1,847)	(914)	(933)	102.08%
Changes in net position	4,914	1,799	3,115	173.15%
Prior period adj-amort water rights	1,065	-	1,065	100.00%
Net position at beginning of year	4,763	2,964	1,799	60.70%
Net position at end of year	\$ 10,742	\$ 4,763	\$ 5,979	125.53%

The \$5,979 thousand increase in total net position in 2021, versus an increase of \$1,799 thousand in 2020, reflects the combination of increase in operating revenues and expenses and decrease in transfers. The slightly higher operating revenues in 2021 were due to increased consumption and usage from FY 2020.

While the Statements of Net Position show the changes in financial position, the Statements of Revenues, Expenses and Changes in Net Position provide answers as to the nature of and source of these changes.

Capital Assets (in 000's)

	FY 2021	FY 2020	Dollar Change	Percent Change
Costs				
Land	\$3,199	\$3,202	\$ (3)	-0.09%
Utility plant	41,207	36,256	4,951	13.66%
Construction in progress	167	-	167	0.00%
Total costs	44,573	39,458	5,115	13.56%
Accumulated depreciation	25,141	22,009	3,132	14.23%
Net capital assets	<u>\$19,432</u>	<u>\$17,449</u>	<u>\$1,983</u>	-11.36%

The Authority's Capital Plan for the ensuing 10 years includes various capital and deferred maintenance projects, which include, but are not limited to the following:

ELECTRIC DEPARTMENT

- Meter replacement.
- Cure Farms substation.
- Electric circuit reliability program.
- 1 MW solar project.
- Advanced Metering Infrastructure (AMI) project.
- Wire trailer
- Mohave Line rehabilitation
- Park Moabi Line Upgrade
- Street light LED phase out program
- Double bucket truck

WATER DEPARTMENT

- New well for Urban in fill / South area.
- 1.5 MG of reservoir capacity.
- Water services replacement – second year street paving.
- Water services replacement – third year street paving.
- Water services replacement – fourth year street paving.
- Water services replacement – fifth year street paving.
- Replace deteriorating pipe in Monterey & Arizona Avenues.
- Replace deteriorating pipe in Chesney's subdivision.
- Replace deteriorating pipe in Fairmont Avenue.
- Replace deteriorating pipe in Coronado Street area.
- Replace deteriorating pipe in El Monte Street area.
- Replace deteriorating pipe in Chestnut Street area.
- Replace deteriorating pipe in Casa Linda Street area.

- Replace deteriorating pipe in River Road area.
- L Street booster.
- Main replacement and upgrade pipe size on Lilly Hill + Booster
- AMI meters.

WASTEWATER DEPARTMENT

- Railroad crossing at Bazooobuth.
- Replacement of undersize inlet piping on SBR1.
- Plant grit separator.
- Upsize deficient sewer lines on T Street to Front Street.
- Upsize sewer on Market Street & Broadway Avenue.
- Upsize sewer on Needles Highway from P Street to Broadway.
- Upsize sewer on L Street from Walnut Street to RR.
- Connection between North Needles trunk line.
- Jet Vac trailer
- Mini excavator & tilt trailer

Long Term Debt

Total indebtedness (all liabilities) outstanding at June 30, 2021, and 2020 amounted to \$26.3 million and \$26.0 million, respectively. The decrease in total liabilities was due to payments of debt and advances from the City and lower OPEB and pension-related liabilities. More detailed information about the Authority's long-term liabilities is presented in Note 6 of the financial statements.

Economic Factors and Power Rates

The Authority's cost for electricity is dependent upon the open market prices. Since 2008 the Authority has been purchasing its power from Western Area Power Administration (WAPA), and energy costs decreased substantially because of this contract, from their peak in 2006 and 2007. In January 2014, the City, on behalf of the Authority, entered into Amendment No. 5 to Contract No. 00-DSR-11223 among United States Department of Energy Western Area Power Administration Desert Southwest Service Region ("WAPA"), Parker-Davis Project, SLCA Integrated Projects, Boulder Canyon Project and Yuma County Water Users' Association and Wellton-Mohawk Irrigation and Drainage District and Eastern Arizona Preference Pooling Association and City of Needles, California for Aggregated Energy Services ("AES") (through WAPA) that accommodates aggregation of all member resources (hydroelectric and thermal electric) subject to transmission arrangements. There is an opportunity for Needles to receive excess Wellton-Mohawk Irrigation and Drainage District Federal Energy Services ("FES") hydro at a pre-negotiated cost, based on the FES rate (exchanges cannot be made at a rate greater than the FES rate). Those hydro deliveries will be deemed "specified" resources and will not be subject to Cap and Trade penalties.

AES (through WAPA) accommodates aggregation of all member resources (hydroelectric and thermal electric) subject to transmission arrangements. There is an opportunity for Needles to receive excess Wellton – Mohawk Irrigation and Drainage District Federal Energy Services ("FES") hydro at a pre-negotiated cost, based on the FES rate (exchanges cannot be made at a rate greater than the FES Rate). Those hydro deliveries will be deemed "specified" resources and will not be subject to Cap and Trade penalties.

Implementation of New Accounting Pronouncements

During the fiscal year ended June 30, 2021, the Authority considered but was not required to implement various Statements issued by the Governmental Accounting Standards Board (GASB), including Statements through GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*.

The effective dates of many of the Statements were delayed with the issuance of GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*.

The Authority has not yet evaluated whether the recent Statements will have a material impact on the Authority's financial statements.

Contacting the Authority's Financial Manager

This financial report is designed to provide our customers and creditors with a generalized overview of the Authority's finances, and to demonstrate the Authority's accountability for the money it receives. If you have questions about this report, or if additional financial information is needed, please contact the Needles Public Utility Authority, Director of Finance, 817 Third Street, Needles, California 92363.

NEEDLES PUBLIC UTILITY AUTHORITY
(A Component Unit of the City of Needles)

Statement of Net Position
June 30, 2021

ASSETS

Current assets:

Cash and cash equivalents	\$ 10,864,731
Receivables, net	2,505,011
Materials and supplies inventory	<u>703,841</u>
Total current assets	<u>14,073,583</u>

Noncurrent assets:

Prepayment of purchase obligation	871,110
Capital assets, net of accumulated depreciation	19,432,755
Intangible assets, net of accumulated amortization	<u>2,457,399</u>
Total noncurrent assets	<u>22,761,264</u>

Total assets	<u>36,834,847</u>
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Deferred outflows of resources:

Deferred outflows related to pensions	346,968
Deferred outflows related to OPEB	<u>22,561</u>
Total deferred outflows of resources	<u>369,529</u>

LIABILITIES AND NET POSITION

Current liabilities:

Accounts payable and other current liabilities	131,384
Compensated absences	253,651
Customer deposits	2,579,813
Accrued interest payable	190,951
Current portion of bonds and notes payable	<u>1,032,877</u>
Total current liabilities	<u>4,188,676</u>

Noncurrent liabilities:

Net pension liability	1,359,852
Net OPEB liability	338,730
Bonds and notes payable, net of current portion	<u>20,461,732</u>
Total noncurrent liabilities	<u>22,160,314</u>

Total liabilities	<u>26,348,990</u>
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Deferred inflows of resources:

Deferred inflows related to pensions	<u>113,230</u>
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Net position:

Net investment in capital and intangible assets	-
Restricted for debt service	10,864,731
Unrestricted	<u>(122,574)</u>
Total net position	<u>\$ 10,742,157</u>

NEEDLES PUBLIC UTILITY AUTHORITY

(A Component Unit of the City of Needles)

Statement of Revenues, Expenses and Changes in Net Position

Year ended June 30, 2021

Operating revenues:	
Sales of electricity	\$ 7,898,548
Sales of water	3,470,776
Charges for wastewater system use	1,919,098
Other revenues	<u>1,142,343</u>
Total operating revenues	<u>14,430,764</u>
Operating expenses:	
Operations and maintenance	6,147,006
Electric power purchased	2,177,730
Depreciation and amortization	1,256,988
City franchise fee	726,958
Utility users tax	<u>797</u>
Total operating expenses	<u>10,309,480</u>
Operating income	4,121,284
Nonoperating revenues (expenses);	
Interest expense	(1,342,198)
Interest and investment revenue	<u>274,576</u>
Net nonoperating expense	<u>(1,067,622)</u>
Income before contributions and transfers	3,053,662
Capital contributions	3,707,125
Operating transfers	
Transfers to City of Needles	<u>(1,846,809)</u>
Change in net position	4,913,978
Net position at beginning of year, as previously reported	4,763,056
Prior period adjustment - amortization of water rights	<u>1,065,122</u>
Net position at beginning of year, as adjusted	<u>5,828,178</u>
Net position at end of year	\$ <u><u>10,742,157</u></u>

See accompanying notes to financial statements.

NEEDLES PUBLIC UTILITY AUTHORITY
(A Component Unit of the City of Needles)

Statement of Cash Flows
Year ended June 30, 2021

Cash flows from operating activities:	
Receipts from customers	\$ 16,527,544
Payments to City of Needles:	
Suppliers and other costs	(8,216,768)
Employee compensation and related costs	(1,979,998)
Net cash provided by operating activities	<u>6,330,778</u>
Cash flows from capital and related financing activities:	
Capital contributions	3,707,125
Purchases of capital assets	(2,157,138)
Principal paid on capital debt	(993,136)
Interest paid on capital debt	(1,372,383)
Net transfers for asset replacement reserves	(1,846,809)
Net cash used in capital and related financing activities	<u>(2,662,340)</u>
Cash flows from investing activities	
Interest and investment income collected	<u>274,575</u>
Net cash provided by investing activities	<u>274,575</u>
Change in cash and cash equivalents	3,943,013
Cash and cash equivalents at beginning of year	<u>6,921,718</u>
Cash and cash equivalents at end of year	\$ <u>10,864,731</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	4,121,284
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization	1,256,988
Changes in operating assets and liabilities:	
Receivables	107,663
Due from City of Needles	(448,972)
Materials and supplies inventory	(74,533)
Deferred outflows of resources	137,626
Accounts payable and other current liabilities	26,770
Due to the City of Needles	(141,308)
Compensated absences	(34,569)
Customer deposits	1,989,115
Net pension liability	(377,967)
Net OPEB liability	(115,091)
Deferred inflows of resources	(116,228)
Net cash provided by operating activities	\$ <u>6,330,778</u>

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Needles Public Utility Authority (the Authority) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the Authority are described below:

Reporting Entity

The Authority was formed by a Joint Powers Agreement, entered into on June 6, 1997, between the City of Needles, California (City) and the Redevelopment Agency of the City of Needles (Agency). Pursuant to the provisions of ABX126, the Agency was dissolved effective February 1, 2012. The City currently serves as the successor agency to the former redevelopment agency that is responsible for revenue collection, maintaining the bond reserves, disposing of excess property and fulfilling the remaining obligations of the dissolved Agency.

The Authority was formed for the purpose of acquiring and operating the City's water, sewer and electrical enterprises. The Authority is governed by a Commission, the members of which are also members of the City Council. The Authority has no employees, its day-to-day activities and operations are performed by City employees under a management agreement with the City. The Authority is a component unit of the City.

Basis of Accounting and Measurement Focus

The Authority is considered to be an enterprise fund, which is a proprietary fund type. Proprietary funds are used to account for activities that are similar to those often found in the private sector. The measurement focus is upon determination of net income and capital maintenance.

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

The Authority uses the full accrual basis of accounting. Under this basis, revenues are recorded when earned and expenses are recorded when incurred, even though actual payment or receipt may not occur until after the period ends.

The Authority's financial statements are presented in accordance with the provisions of GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* as amended by GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. Statement No. 63 established standards for external financial reporting for all state and local governmental entities. It requires the classification of net position into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

NOTE 1
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Measurement Focus (continued)

- Net investment in capital and intangible assets – This component of net position consists of capital and intangible assets, including restricted capital and intangible assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowing that are attributable to the acquisition, construction, or improvement of those capital assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- Restricted – This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or restrictions imposed by law through constitutional provisions or enabling legislation.
- Unrestricted net position – This category consists of that component of net position that does not meet the definition of restricted or net investment in capital assets.

Implementation of New Accounting Pronouncements

During the year ended June 30, 2021, the Authority considered the following Governmental Accounting Standards Board (GASB) statements:

In January 2017, GASB issued Statement No. 84, *Fiduciary Activities*. This Statement improves guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. GASB Statement No. 84 was to be effective for the fiscal year ended June 30, 2020 but was delayed for one year with the issuance of GASB Statement No. 95 as discussed below. The implementation of this statement did not have a material effect on the Authority's financial statements.

In June 2017, GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and as inflows of resources or outflows of resources recognized based on the payment provisions of the contract. GASB Statement No. 87 was to be effective for the Authority for the fiscal year ending June 30, 2021 but has been delayed with the issuance of GASB Statement 95 as discussed below. Management does not believe that the implementation of this statement will have a material effect on the Authority's financial statements.

NOTE 1
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Implementation of New Accounting Pronouncements, continued

GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the end of a Construction Period*. This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles. This Statement was to be effective for the fiscal year ended June 30, 2020 but was delayed for one year with the issuance of GASB Statement No. 95 as discussed below. Management does not believe that the implementation of this statement had a material effect on the Authority's financial statements

GASB Statement No. 90, *Majority Equity Interest, an Amendment of GASB Statements No. 16 and No. 61*. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment.

A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value. This Statement also requires that a component unit in which a government has a 100 percent equity interest account for its assets, deferred outflows of resources, liabilities, and deferred inflows of resources at acquisition value at the date the government acquired a 100 percent equity interest in the component unit. Transactions presented in flows statements of the component unit in that circumstance should include only transactions that occurred subsequent to the acquisition. This Statement was to be effective for the fiscal year ended June 30, 2020 but was delayed for one year with the issuance of GASB Statement No. 95 as discussed below. Management does not believe that the implementation of this statement had a material effect on the Authority's financial statements.

NOTE 1
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Implementation of New Accounting Pronouncements, continued

In May 2019, GASB issued Statement No. 91 *Conduit Debt Obligations*. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures.

This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosure. GASB Statement No. 91 will be effective for the fiscal year ending June 30, 2023.

In January 2020, GASB issued Statement No. 92, *Omnibus 2020*. The requirements of this Statement will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature. More comparable reporting will improve the usefulness of information for users of state and local government financial statements.

This Statement addresses a variety of topics and includes specific provisions about leases; reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other than postemployment benefit (OPEB) plan; applicability of Statement No. 73 and 84 to postemployment benefits, measurements of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition; reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers; reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature and terminology used to refer to derivative instruments. GASB Statement No. 92 will be effective for the fiscal year ending June 30, 2022.

In April 2020, GASB issued Statement No. 93, *Replacement of Interbank Offered Rates (IBOR)*. The primary objective of the Statement is to address those and other accounting and financial reporting implications of the replacement of IBOR. GASB Statement No. 93 will be effective for the fiscal year ending June 30, 2022.

In March 2020, GASB issued Statement No. 94, *Public-private and Public-public Partnership Arrangements (PPPs)*. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). GASB Statement No. 94 will be effective for the fiscal year ending June 30, 2023.

In May 2020, GASB issued Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Implementation of New Accounting Pronouncements, continued

The effective dates of certain provisions contained in the following pronouncements are postponed by one year:

- Statement No. 83, *Certain Asset Retirement Obligations*
- Statement No. 84, *Fiduciary Activities*
- Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*
- Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*
- Statement No. 90, *Majority Equity Interests*
- Statement No. 91, *Conduit Debt Obligations*
- Statement No. 92, *Omnibus 2020*
- Statement No. 93, *Replacement of Interbank Offered Rates*
- Implementation Guide No. 2017-3, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (and Certain Issues Related to OPEB Plan Reporting)*
- Implementation Guide No. 2018-1, *Implementation Guidance Update—2018*
- Implementation Guide No. 2019-1, *Implementation Guidance Update—2019*
- Implementation Guide No. 2019-2, *Fiduciary Activities*.

The effective dates of the following pronouncements are postponed by 18 months:

- *Statement No. 87, Leases*
- *Implementation Guide No. 2019-3, Leases*.

In May 2020, GASB issued Statement No. 96, *Subscription-based Information Technology Arrangements* (SBITAs). This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. GASB Statement No. 96 will be effective for fiscal years beginning after June 15, 2022.

**NOTE 1
(CONTINUED)**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Implementation of New Accounting Pronouncements, continued

In June 2020, GASB issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. GASB Statement No. 97 will be effective for fiscal years beginning after June 15, 2021.

In October 2021, GASB issued Statement No. 98, *The Annual Comprehensive Financial Report*. This statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replaces instances of comprehensive annual financial report and its acronym. This statement is effective for fiscal years ending after December 15, 2021. Management does not believe the implementation of this statement will have a material impact on the Authority's financial statements.

The Authority is currently evaluating whether or not the above listed new GASB pronouncements with effective dates after the year ended June 30, 2021 will have a significant impact on its financial statements

Pension

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pension, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS.

For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The City allocates about 37.37% of the net pension liability and pension-related transactions to the Authority based on its share in the pension contribution for the year ended June 30, 2021.

**NOTE 1
(CONTINUED)**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and in banks, money market accounts and deposits with the Local Agency Investment Fund (LAIF), and also certificates of deposit and U.S. Treasury bills with maturities of less than 90 days when purchased. It also includes money market accounts in deposits held by the bond trustee that are not restricted.

Inventories

Inventories are recorded at average cost, which approximates market. Inventories consist of expendable supplies held for consumption. The cost is recorded as an expense at the time individual inventory items are consumed rather than when purchased.

Capital Assets

Capital assets are defined by the Authority as assets with an initial, individual cost of more than \$5,000 and with an estimated useful life in excess of one year.

Capital assets of the Authority are recorded at either their historical cost or at an allocation of the utility plant purchase price, based on appraisal values at January 1, 1997. Donated assets are valued at their estimated fair value on the date donated. Depreciation for all exhaustible capital assets is charged as an expense against operations.

The provision for depreciation is computed using the straight-line method over estimated useful lives of the assets as follows:

Buildings	20 - 40 years
Improvements	20 - 40 years
Plant	15 - 30 years
Equipment	3 -10 years

NOTE 1
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position

Capital Assets, continued

Net interest costs during construction periods were capitalized for assets acquired by the issuance of long-term debt through the year ended June 30, 2020, but with the implementation of GASB Statement No. 89 during the year ended June 30, 2021 are charged to expense. Major additions and betterments are capitalized while expenditures for maintenance and repairs that do not add value to the assets and materially extend asset lives are charged to operations as incurred.

Deposits

Customer deposits represent deposits held by the Authority as collateral in the event of non-payment for service rendered.

Deferred Outflows and Inflows of Resources

Pursuant to GASB Statement Nos. 63 and 65, the Authority recognizes deferred outflows and inflows of resources. A deferred outflow of resources is defined as a consumption of net position by the government that is applicable to a future reporting period. A deferred inflow of resources is defined as an acquisition of net position by the government that is applicable to a future reporting period.

Revenues and Expenses

Revenue Recognition

Charges for electricity, water and sewer use are recorded as billed to customers on a monthly cycle billing basis. At the end of each month, unbilled revenues are accrued for each cycle based on the most recent cycle billings.

Operating and Non-Operating Revenues and Expenses

Revenues and expenses are distinguished between operating and nonoperating items. The Authority defines operating revenues to be exchange transactions where a product or service is furnished and a charge collected therefrom, while operating expenses are all of the costs incurred in delivering those products or services including depreciation on capital assets. Nonoperating revenues and expenses are generally non-exchange transactions and those transactions that are capital and non-capital related financing activities or investing activities.

Compensated Absences

As discussed in Note 11, the Authority has a management agreement with the City concerning employees and their compensation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Compensated Absences, continued

All earned vacation, holiday, compensatory time off, and a portion of accumulated sick leave of the City's employees payable upon termination or retirement are accrued. The liability is accrued for a portion of the sick leave balances of all employees who are currently eligible to receive a payment for sick leave upon termination, as well as for those expected to become eligible. As of June 30, 2021, the total estimated liability for all compensated absences, including sick leave, was \$253,651.

Amortization

Canal construction cost sharing is amortized using the straight-line method over 40 years. Effective July 1, 2004, the Authority discontinued amortizing its Water Rights intangible asset, as this asset has an indeterminate life and has value. Water Rights are tested annually for impairment under GASB 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*. If it is determined that the asset has been impaired, the book value will be adjusted to reflect the reduced fair value of the rights. Accumulated amortization on Water Rights amounted to \$490,688 prior to July 1, 2004.

NOTE 2 CASH AND INVESTMENTS

The indenture for the 2016 Revenue Refunding Bonds (Note 6) requires the establishment of special funds to be held and administered by trustees and by the Authority. As of and for the year ended June 30, 2021, investments and cash held by trustees and by the Authority in these funds and accounts are as follows:

Custodian:	
Local Agency Investment Fund	\$ 2,953,547
Bank	<u>7,911,184</u>
	\$ <u>10,864,731</u>
Special funds balances:	
Operating funds	\$ 6,619,099
Electric asset replacement reserve	2,845,347
Utility rate stabilization fund	700,285
PCA balances	<u>700,000</u>
	\$ <u>10,864,731</u>

The Authority, periodically during the year, maintained bank balances in excess of federally insured limits.

Statutes authorize the Authority to invest in obligations of U.S. Government agencies and U.S. Government securities, certificates of deposit, municipal securities and the Local Agency Investment Fund of the State of California. Investments are stated at fair value.

NOTE 2 CASH AND INVESTMENTS, continued

Investment in State Investment Pool

The Authority is a voluntary participant in LAIF that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the Authority's investment in this pool is reported in the accompanying financial statements at amounts based upon the Authority's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. At June 30, 2021, the total fair value of LAIF, including accrued interest was approximately \$193 billion. The fair value of the Authority's investment in the pool is \$2,953,547 as of June 30, 2021. LAIF's and the Authority's exposure to risk (credit, market, or legal) is not currently available.

The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Authority's investment in LAIF as of June 30, 2021 is reported at the Agency's pro-rata share of the amortized cost provided by LAIF for the entire LAIF portfolio. This valuation amount which approximates fair value, is not categorized under the fair value hierarchy.

NOTE 3 ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2021 consist of the following:

	<u>Electric</u>	<u>Water</u>	<u>AAC</u>	<u>Wastewater</u>	<u>Total</u>
Accounts receivable	\$ 1,888,209	429,379	9,874	289,003	2,616,465
Allowance for doubtful accounts	(251,788)	(53,598)	-	(89,739)	(395,125)
Net receivables	\$ <u>1,636,421</u>	<u>375,781</u>	<u>9,874</u>	<u>199,264</u>	<u>2,221,340</u>

NOTE 4 CAPITAL ASSETS

Changes in capital assets for the year ended June 30, 2021 were as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Transfers/ Deductions</u>	<u>Ending Balance</u>
Nondepreciable assets:				
Land	\$ 3,201,893	-	(2,793)	3,199,100
Construction in progress	<u>-</u>	<u>167,403</u>	<u>-</u>	<u>167,403</u>
	3,201,893	167,403	(2,793)	3,366,503
Depreciable assets:				
Utility plant	36,256,167	4,950,798	-	41,206,965
Accumulated depreciation	<u>(22,008,785)</u>	<u>(3,131,929)</u>	<u>-</u>	<u>(25,140,714)</u>
	<u>14,247,382</u>	<u>1,818,869</u>	<u>-</u>	<u>16,066,251</u>
Capital assets, net	\$ <u>17,449,275</u>	<u>1,986,272</u>	<u>-</u>	<u>19,432,754</u>

NOTE 5 INTANGIBLE ASSETS

Changes in the intangible assets for the year ended June 30, 2021 were as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Transfers/ Deductions</u>	<u>Ending Balance</u>
Cost:				
Water rights	\$ 2,662,807	-	-	2,662,807
Canal construction cost sharing	<u>728,366</u>	<u>-</u>	<u>-</u>	<u>728,366</u>
	3,391,173	-	-	3,391,173
Accumulated amortization:				
Water rights	(490,688)	(1,131,691)	-	(1,622,379)
Canal construction cost sharing	<u>(424,877)</u>	<u>(18,209)</u>	<u>-</u>	<u>(443,086)</u>
	<u>(91,565)</u>	<u>(1,149,900)</u>	<u>-</u>	<u>(2,065,465)</u>
Capital assets, net	\$ <u>2,475,608</u>	<u>(1,149,900)</u>	<u>-</u>	<u>1,325,708</u>

NOTE 6 LONG-TERM DEBT

Long-term debt consists of the following:

- 2016 Revenue Refunding Bonds, interest at 3.86% payable each February 1st and August 1st – principal redemptions in varying annual amounts that are due through February 2031.
- Purchase Obligation due to the City, \$685,300 payable each February 1st, including interest imputed at 6.714% through February 2012. Starting February 2013, the annual payment was reduced to \$673,036 as a result of the \$400,000 prepayments made in 2012. The annual payment was further reduced to \$666,983 in fiscal year 2016 as a result of the additional prepayment made in 2013 amounting to \$350,000.

NOTE 6 LONG-TERM DEBT, continued

Long-term liability activity for the year ended June 30, 2021 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Amounts Due Within One Year</u>
Revenue Bonds	\$ 12,828,913	-	(956,330)	11,872,583	993,600
Purchase Obligation	<u>9,658,832</u>	<u>-</u>	<u>(36,806)</u>	<u>9,622,026</u>	<u>39,277</u>
	\$ <u>22,487,745</u>	<u>-</u>	<u>(993,136)</u>	<u>21,494,609</u>	<u>1,032,877</u>

Annual maturities of long-term debt are as follows:

<u>Year Ending June 30</u>	<u>Revenue Refunding Bonds</u>	<u>Purchase Obligation</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 993,600	\$ 39,277	\$ 1,094,808	\$ 2,127,685
2023	1,032,323	41,914	1,053,448	2,127,685
2024	1,072,556	44,728	1,010,401	2,127,685
2025	1,114,355	47,731	965,598	2,127,684
2026	1,157,784	50,936	918,964	2,127,684
2027-2031	6,501,965	310,808	3,825,654	10,638,427
2032-2036	-	430,130	2,996,370	3,426,500
2037-2041	-	595,259	2,831,241	3,426,500
2042-2046	-	823,784	2,602,716	3,426,500
2047-2051	-	1,140,041	2,286,459	3,426,500
2052-2056	-	1,577,710	1,848,790	3,426,500
2057-2061	-	2,183,405	1,243,095	3,426,500
2062-2065	<u>-</u>	<u>2,336,303</u>	<u>404,872</u>	<u>2,741,175</u>
Total	\$ <u>11,872,583</u>	<u>9,622,026</u>	<u>23,082,416</u>	<u>44,577,025</u>

The varying long-term debt installment payments are to be made from various Authority revenues (all as defined in the applicable agreements) which are irrevocably pledged to such payments, as follows: net independent utility revenues for the 2016 Revenue Refunding Bonds; and, surplus revenues for the Purchase Obligation.

If an event of default shall have occurred and be continuing and if requested by the bond owner of a majority in aggregate principal amount of outstanding bonds, the Trustee shall exercise such one or more of such available remedies as the Trustee as directed by the bond owner. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of the Indenture shall be applied by the Trustee in order upon presentation of the bonds.

During the years ended June 30, 2013, 2012 and 2010, the Authority made additional payments amounting to \$350,000, \$400,000, and \$250,000, respectively, on the Purchase Obligation (shown in the noncurrent assets in the Statements of Net Position).

NOTE 6 **LONG-TERM DEBT, continued**

Any future payments less than \$685,300 (annual debt service stated in the Purchase Obligation) will decrease the amount of the prepaid balance. The Authority reduced the annual payments to \$666,432 in 2019 which resulted in the reduction of the prepayment balance by \$18,868 in 2020. There was no reduction of the annual payment for the year ended June 30, 2021 and therefore no decrease in the prepaid balance.

Upon payment in full of all indebtedness of the Authority, title to the water, sewer, and electrical enterprises (Enterprises) shall automatically revert to the City.

NOTE 7 **RETIREMENT PLAN**

General Information about the Pension Plans

Plan Description

All qualified permanent and probationary employees are eligible to participate in the City of Needles' Miscellaneous Employee Pension Plans, cost-sharing multiple employer defined benefit pension plans administered by CalPERS. Benefit provisions under the Plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Classic participants (defined as eligible participants prior to January 1, 2013) are required to contribute 8% of their annual covered salary. New participants (defined as eligible employees brought into CalPERS membership for the first time on or after January 1, 2013) contribute at least half the normal cost rate as determined by CalPERS. The City contributes the remaining amounts necessary to fund the benefits for its employees, using the actuarial basis adopted by the CalPERS Board of Administration.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Classic members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

With the implementation of GASB Statement No. 68, the City allocates about 37.37% of the City's net pension liability and pension-related transactions to the Authority based on its share in the pension contribution for the year ended June 30, 2021.

NOTE 7 RETIREMENT PLAN, continued

Amounts allocated in fiscal year 2020-21 were as follows:

Net pension liability	\$ 1,359,852
Deferred outflows of resources	346,968
Deferred inflows of resources	113,230
Pension expense	176,060

Please refer to the City's audited financial statements for the fiscal year ended June 30, 2021 for more information about the City's retirement plan required note disclosures and supplementary information in accordance with GASB Statement No. 68.

NOTE 8 OTHER POSTEMPLOYMENT BENEFITS (OPEB)

Plan Description

In addition to providing pension benefits, the City provides certain health care benefits for retired employees. Classified and unclassified employees retiring after 20 or more years of service and after having reached age 58 or older are provided medical insurance coverage until the retiree becomes eligible for Medicare. Classified employees hired after July 1, 2007 and retiring at age 55 or later with 20 or more years of service are paid \$300 per month for medical insurance coverage until the retiree becomes eligible for Medicare.

Contributions and Funding Policy

The contribution requirements of the City are established and may be amended by the City Council. While GASB Statement 75 requires that the liability for all postemployment benefits be measured, it does not require that an agency "pre-fund" the accrued liability. The City pays for the postemployment healthcare cost on a "pay-as-you-go" basis. The provisions of GASB Statement 75 determine the amount that must be presented as an annual expense and accrued liability on the City's financial statements.

Net OPEB Liability

The Authority's net OPEB liability was measured as of June 30, 2020, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2021.

With the implementation of GASB Statement No. 75, the City allocates about 37.37% of the City's net OPEB liability and related transactions to the Authority based on its share in the contribution for the year ended June 30, 2021. Amounts allocated in fiscal year 2020-21 were as follows:

Net OPEB liability	\$ 453,822
Deferred outflows of resources	25,297
OPEB expense	(8,783)

NOTE 8 OTHER POSTEMPLOYMENT BENEFITS (OPEB), continued

Please refer to the City's audited financial statements for the fiscal year ended June 30, 2021 for more information about the City's OPEB plan required note disclosures and supplementary information in accordance with GASB Statement No. 75.

NOTE 9 ASSET REPLACEMENT FUNDS

The Authority transfers certain amounts to the City to fund future replacement of existing property and equipment and other capital expenditure requirements of the Authority. For the year ended June 30, 2021, the Authority transferred \$787,811 to the City for deposit to the asset replacement funds.

At June 30, 2021, the following asset replacement funds are under the control and custody of the City and are recorded in the City's accounting records as restricted funds (less usage):

Water	\$ 1,421,032
Wastewater	323,872
Electric	<u>951,192</u>
	\$ <u>2,696,096</u>

NOTE 10 COMMITMENTS AND CONTINGENCIES

The Authority is considered a transmission and generation dependent electric utility, and, therefore, completely dependent on others for supply and transmission of energy to the City's electric system.

The Authority receives a hydroelectric allotment from the Parker-Davis Dam. The Authority's rate structure is designed to allocate the hydroelectric allotment equally among all customers, giving 395 KWH per customer per month in winter months and 740 KWH per customer per month in summer months. The actual cost of power is analyzed every month and if a Power Cost Adjustment (PCA) is required, it is to be put into effect the following month. If the PCA has gone down, then a credit is to be calculated by KWH per bill. The new rate structure is put into place every October.

In 2008, the Authority partnered with the United States Department of Energy Western Area Power Administration (WAPA) for management of energy costs. This partnership was effective April 1, 2008 and has allowed the Authority greater flexibility in the power purchase market. Through WAPA the Authority is able to procure long term power supply contracts, and limit risks in the spot market.

NOTE 11 RELATED PARTY TRANSACTIONS

Section 1202 of the Needles Municipal Code states, "Each utility shall be operated as a separate unit and all accounting respecting such utility shall be on that basis. All personal services of officers or employees and all costs incurred for the joint benefit of any such utility and any other office, department or agency of the city shall be prorated between them.

NOTE 11

RELATED PARTY TRANSACTIONS, continued

Charges shall be made by the utility for all service, property or other things of value supplied or rendered by it to any other office, department or agency of the city.”

The City acts as the manager and operator of the Authority’s Enterprises under a Management Agreement. The City receives a management fee equal to its actual costs and direct overhead incurred in connection with the management and operation of the Enterprises.

Such costs include, but are not limited to, salaries, insurance and retirement benefits of City employees providing services to the Enterprises. Each July 1, the Management Agreement is extended for one year, unless either party notifies the other that it does not intend to extend the term of the Agreement. Total payments made to the City for operating the Enterprises for the year ended June 30, 2021 amounted to \$8,743,937. This amount includes payment of Fair Share Allocation (FSA) and purchase of electric power and capital assets.

In exchange for the City providing rights of way and rights of access to all real property owned by the City and necessary for the Authority to operate the Enterprises, the City collected an annual franchise fee from the Authority. The amount of the franchise fee was determined by the City, the payment of which is subordinate to the Authority’s annual debt service. In August 2010, the Authority’s Board approved the increase in franchise fee from 5% of gross revenues to 7.5% of gross revenues for two years, and then 5% thereafter. In November 2012, the voters of the City of Needles approved Measure T eliminating 2.5% of the franchise fee that the City of Needles charges the Authority and established a utility user tax of up to 2.5% to be applied to electric, water and sewer charges. In FY 17 the City underwent a study to determine the utilities’ actual usage of rights of way and rights of access to all real property owned by the City. After the study the City eliminated the franchise fee and created the Fair Share Allocation (FSA). The FSA and utility user tax amounted to \$979,556 for the year ended June 30, 2021.

In connection with the City’s 1997 sale of the Enterprises to the Authority, the Authority’s remaining unpaid purchase obligation to the City is payable annually, each February 1, through 2065. Payments are payable solely from Surplus Revenues (as defined). Purchase obligation payments amounted to \$685,300 for the year ended June 30, 2021, which included interest amounting to \$648,494. The unpaid purchase obligation is included in the bonds and note payable account in the Statement of Net Position.

NOTE 12

RISK MANAGEMENT

The Authority is subject to various risks in the normal course of operations. The Authority, as a component unit of the City, protects itself against such risks by the City’s participation in the California Joint Powers Insurance Authority (CJPIA), a joint power agency (risk-sharing pool) that provides an independently managed, self-insurance program for member cities.

The City contributes its pro rata share of anticipated losses to a pool administered by CJPIA. Should actual losses among participants exceed anticipated losses, the City will be assessed its pro rata share of that deficiency. Conversely, if the actual losses are less than anticipated, the City will be refunded its pro rata share of the excess.

NOTE 12 **RISK MANAGEMENT, continued**

The Authority's allocated share of the City's contributions to CJPIA is included in the operations and maintenance expenses paid to the City under the management agreement discussed in Note 11.

NOTE 13 **SUBSEQUENT EVENTS**

The Authority has evaluated events subsequent to June 30, 2021 to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through March 1, 2022, the date on which the financial statements were available to be issued.

In June 2021, the price for electric power purchases for on-peak consumption increased from roughly \$65 per megawatt to over \$260 per megawatt and for off-peak consumption from \$30 per megawatt to over \$75 per megawatt. That is a tripling and more than doubling of the cost of electric power purchases. The Authority spent \$2,261,373 on power purchases for July and August 2021 alone. Historically, the annual budget for electric power purchases has been around \$2.5 million. The price of electric power purchases is expected to continue to increase as a result of State and Federal policies to transition to renewable energy sources.

The NPUA's non-hydropower allocation is fueled by a combination of 40% nuclear, and natural gases. There has been an increasing use of renewable energy sources while shutting down nuclear and gas powered plants.

The cost of electric power purchased has increased from a historical amount of \$2.2M annually to an estimated \$4.6M for fiscal year 2022. This is being caused by an increase in the over-hydro rate. The over-hydro rate was .1079 in June 2019, decreased to .0860. The current over-hydro rate is still below the all-time historical high of .15 in 2007-2008.

The NPUA cannot make a profit and the goal is to keep rates as low as possible for the rate payers.

NEEDLES PUBLIC UTILITY AUTHORITY

(A Component Unit of the City of Needles)

Combining Schedule of Net Position

June 30, 2021

	WATER				
			All American		
	Electric	Water	Canal	Wastewater	Total
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 9,074,073	1,023,233	-	767,425	10,864,731
Receivables, net	1,349,962	375,781	9,874	199,264	1,934,881
Due from City of Needles	570,130	-	-	-	570,130
Due from other funds	648,704	-	283,992	-	932,696
Materials and supplies inventory	644,894	24,871	-	34,076	703,841
Total current assets	12,287,763	1,423,885	293,866	1,000,765	15,006,279
Noncurrent assets:					
Prepayment of purchase obligation	409,422	191,644	-	270,044	871,110
Capital assets, net of accumulated depreciation	10,988,335	3,605,075	-	4,839,344	19,432,755
Intangible assets, net of accumulated amortization	-	2,172,119	-	285,280	2,457,399
Total noncurrent assets	11,397,757	5,968,838	-	5,394,669	22,761,263
Total assets	23,685,520	7,392,723	293,866	6,395,434	37,767,542
Deferred outflows of resources:					
Deferred outflows related to pensions	208,181	93,681	6,939	38,166	346,968
Deferred outflows related to OPEB	13,537	6,091	451	2,482	22,561
Total deferred outflows of resources	221,717	99,773	7,391	40,648	369,529
LIABILITIES AND NET POSITION					
Current liabilities:					
Accounts payable and other current liabilities	94,596	15,503	5,518	15,766	131,384
Due to the City of Needles	-	-	-	-	-
Due to other funds	-	723,945	-	208,751	932,696
Compensated absences	165,403	56,605	2,330	29,312	253,651
Customer deposits	2,516,363	63,450	-	-	2,579,813
Accrued interest payable	89,747	42,009	-	59,195	190,951
Current portion of bonds and notes payable	485,452	227,233	-	320,192	1,032,877
Total current liabilities	3,351,561	1,128,746	7,848	633,216	5,121,371
Noncurrent liabilities:					
Net pension liability	815,911	367,160	27,197	149,584	1,359,852
Net OPEB liability	203,238	91,457	6,775	37,260	338,730
Bonds and notes payable, net of current portion	9,617,014	4,501,581	-	6,343,137	20,461,732
Total noncurrent liabilities	10,636,163	4,960,198	33,972	6,529,981	22,160,314
Total liabilities	13,987,725	6,088,944	41,820	7,163,197	27,281,685
Deferred inflows of resources:					
Deferred inflows related to pension	67,938	30,572	2,265	12,455	113,230
Net position:					
Net investment in capital and intangible assets	-	-	-	-	-
Restricted for debt service	9,074,073	1,023,233	-	767,425	10,864,731
Unrestricted	777,501	349,746	257,172	(1,506,994)	(122,574)
Total net position	9,851,574	1,372,979	257,172	(739,570)	10,742,157

See independent auditor's report.

NEEDLES PUBLIC UTILITY AUTHORITY

(A Component Unit of the City of Needles)

Combining Schedule of Revenues, Expenses and Changes in Net Position Year ended June 30, 2021

		Water			
		All American			
	Electric	Water	Canal	Wastewater	Total
Operating revenues:					
Sales of electricity	\$ 7,898,548	-	-	-	7,898,548
Sales of water	-	2,438,398	1,032,378	-	3,470,776
Charges for wastewater system use	-	-	-	1,919,098	1,919,098
Other revenues	852,234	290,108	-	-	1,142,343
Total operating revenues	8,750,783	2,728,505	1,032,378	1,919,098	14,430,764
Operating expenses:					
Electric power purchased	2,177,730	-	-	-	2,177,730
Salaries and benefits	949,852	722,737	35,297	237,543	1,945,429
Depreciation and amortization	518,283	339,477	-	399,228	1,256,988
City franchise fee	491,348	143,461	-	92,149	726,958
Utility users tax	-	-	-	797	797
Supplies	298,729	90,846	655	40,788	431,017
Bad debts	121,800	26,390	-	54,810	203,000
Administrative and management	496,520	283,070	12,948	175,923	968,461
Power and utilities	53,065	112,303	78	92,577	258,023
Contractual services	155,324	205,664	748,107	478,838	1,587,933
Maintenance and operations	31,047	12,637	-	36,202	79,887
Insurance	219,308	25,320	-	40,161	284,789
Conservation/solar rebates	107,729	900	-	-	108,629
Miscellaneous	191,650	30,186	1,794	56,211	279,841
Total operating expenses	5,812,384	1,992,990	798,879	1,705,228	10,309,480
Operating income	2,938,399	735,516	233,499	213,871	4,121,284
Nonoperating revenues (expenses);					
Interest expense	(630,833)	(295,284)	-	(416,081)	(1,342,198)
Interest and investment revenue	129,050	60,406	-	85,118	274,576
Net nonoperating expense	(501,783)	(234,876)	-	(330,963)	(1,067,622)
Income before contributions and transfers	2,436,616	500,639	233,499	(117,092)	3,053,662
Capital contributions	1,742,349	815,567	-	1,149,209	3,707,125
Operating transfers					
Transfers to City of Needles	(1,029,363)	(652,747)	-	(164,699)	(1,846,809)
Change in net position	3,149,602	663,459	233,499	867,419	4,913,978
Net position at beginning of year, as previously reported	6,701,973	(355,602)	23,674	(1,606,988)	4,763,056
Prior period adjustment - amortization of water rights	-	1,065,122	-	-	1,065,122
Net position at beginning of year, as adjusted	6,701,973	709,520	23,674	(1,606,988)	5,828,178
Net position at end of year	\$ 9,851,574	1,372,979	257,172	(739,570)	10,742,157

See independent auditor's report.

NEEDLES PUBLIC UTILITY AUTHORITY
(A Component Unit of the City of Needles)

Combining Schedule of Cash Flows
Year ended June 30, 2021

	WATER				
			All American Canal		
	Electric	Water		Wastewater	Total
Cash flows from operating activities:					
Receipts from customers	\$ 10,684,627	2,797,073	1,090,889	1,954,956	16,527,544
Payments to City of Needles:					
Suppliers and other costs	(4,730,221)	(1,243,224)	(1,055,883)	(1,187,440)	(8,216,768)
Employee compensation and related costs	(970,265)	(731,716)	(35,006)	(243,012)	(1,979,998)
Net cash provided by operating activities	<u>4,984,141</u>	<u>822,133</u>	<u>-</u>	<u>524,505</u>	<u>6,330,778</u>
Cash flows from noncapital financing activities:					
Disposition of accumulated interfund borrowing	-	-	-	-	-
Cash flows from capital and related financing activities:					
Capital contributions	1,742,349	815,567	-	1,149,209	3,707,125
Purchases of capital assets	(1,261,587)	(228,016)	-	(667,534)	(2,157,138)
Principal paid on capital debt	(506,171)	(154,760)	-	(332,204)	(993,136)
Interest paid on capital debt	(645,020)	(301,924)	-	(425,439)	(1,372,383)
Net transfers for asset replacement reserves	(1,029,363)	(652,747)	-	(164,699)	(1,846,809)
Net cash used in capital and related financing activities	<u>(1,699,793)</u>	<u>(521,881)</u>	<u>-</u>	<u>(440,667)</u>	<u>(2,662,340)</u>
Cash flows from investing activities					
Interest and investment income collected	<u>129,050</u>	<u>60,406</u>	<u>-</u>	<u>85,118</u>	<u>274,575</u>
Net cash provided by investing activities	<u>129,050</u>	<u>60,406</u>	<u>-</u>	<u>85,118</u>	<u>274,575</u>
Change in cash and cash equivalents	<u>3,413,398</u>	<u>360,658</u>	<u>-</u>	<u>168,956</u>	<u>3,943,013</u>
Cash and cash equivalents at beginning of year	<u>5,660,674</u>	<u>662,574</u>	<u>-</u>	<u>598,470</u>	<u>6,921,718</u>
Cash and cash equivalents at end of year	<u>\$ 9,074,072</u>	<u>1,023,232</u>	<u>-</u>	<u>767,426</u>	<u>10,864,731</u>
Reconciliation of operating income to net cash provided by operating activities:					
Operating income	2,938,399	735,516	233,499	213,871	4,121,284
Adjustments to reconcile operating income to net cash provided by operating activities:					
Depreciation and amortization	518,283	339,477	-	399,228	1,256,988
Changes in operating assets and liabilities:					
Receivables	(70,861)	84,157	58,509	35,858	107,663
Due from City of Needles	(448,972)	-	-	-	(448,972)
Due from other funds	542,125	-	(283,992)	-	258,133
Materials and supplies inventory	(74,094)	(850)	-	411	(74,533)
Deferred outflows of resources	82,576	37,159	2,752	15,139	137,626
Accounts payable and other current liabilities	19,274	3,159	1,124	3,212	26,770
Due to the City of Needles	(141,308)	-	-	-	(141,308)
Due to other funds	-	(187,408)	-	(70,725)	(258,133)
Compensated absences	(20,413)	(8,980)	292	(5,469)	(34,569)
Customer deposits	2,004,705	(15,590)	-	-	1,989,115
Net pension liability	(226,781)	(102,051)	(7,559)	(41,576)	(377,967)
Net OPEB liability	(69,055)	(31,075)	(2,301)	(12,660)	(115,091)
Deferred inflows of resources	(69,737)	(31,382)	(2,324)	(12,785)	(116,228)
Net cash provided by operating activities	<u>\$ 4,984,141</u>	<u>822,133</u>	<u>-</u>	<u>524,505</u>	<u>6,330,778</u>

See independent auditor's report.

**Report of Independent Auditors on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

Members of the Commission of the Needles Public Utility Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Needles Public Utility Authority (the Authority), a component unit of the City of Needles, California, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated February 28, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

February 28, 2022
Saipan, MP



City of Needles, California

Request for City Council Action

☒ CITY COUNCIL ☐ PARKS & RECREATION COMMISSION ☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: City Council Resolution No. 2022-26
A Resolution of the City Council of the City of Needles, California
Amending Resolution 2021-11 at the Rivers Edge Golf Course

Background: On February 23, 2021 the City Council adopted the rates depicted in Exhibit A. Touchstone has identified in our Competitive Market Analysis Study Rivers Edge Golf Course is priced far below the market. In order to keep pace with increased wages and commitment to improve the golf course maintenance a new fee structure has been proposed:

Competitive Market	Rivers Edge Golf Course	Rivers Edge Proposed	Huakan Golf Club	Mojave Resort Golf Club	El Rio Golf Club	Los Lagos Golf Course	Laughlin Ranch
18 Hole Green Free w/Car	\$ 37.00	\$ 40.00	\$ 49.00	\$ 59.00	\$ 55.00	\$ 52.00	\$ 85.00
18 Hole Daily Twilight (12 pm) w/art	\$ 32.00	\$ 35.00	\$ 39.00	\$ 49.00	\$ 49.00	\$ 42.00	\$ 70.00
Needles Resident Rate	\$ 31.00	\$ 32.00	N/A	N/A	N/A	N/A	N/A
New Rental Set	\$ 15.00	\$ 25.00	N/A	\$ 45.00	N/A	N/A	N/A

Fiscal Impact: Increase in Rivers Edge Golf Course Revenues by approximately \$55,000 annually.

Recommended Action: Approve City Council Resolution No. 2022-26 Amending Resolution 2021-11 at the Rivers Edge Golf Course

Submitted By: JJ Deleon, Rivers Edge Golf Course Golf Pro

City Management Review:

Rick

Date:

3/15/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 3

RESOLUTION 2022-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING RESOLUTION 2021-11 AT THE RIVERS EDGE GOLF COURSE

WHEREAS, the City Council adopted Resolution No. 2021-11 on the 23 day of February, 2021, rescinding all previous resolutions relating to fees for play at the Rivers Edge Golf Course and establishing a new fee structure; and

WHEREAS, a Notice of Public Hearing was published in the Needles Desert Star on March 9, 2022, and said public hearing was held on March 22, 2022 at which time all persons were provided an opportunity to speak for or against the proposed increase in fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves the following:

Daily Green Fees

18 Holes

Walk/Ride

Year Round

\$29/\$40

Twilight (12:00pst)

\$25/\$35

Miscellaneous Rates

Club rental

\$25

City Resident Discount Card

Needles Resident Rate 18 Holes

\$22/\$32 w/cart

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 22nd day of March, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Jeff Williams, Mayor

Dale Jones, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

Golf Course Fee Structure 2022 (Exhibit A)		
Fee Type	Proposed	2021
Annual Passes		
Annual Pass /walk	\$1,000	\$1,000
Annual Pass/cart	\$1,300	\$1,300
Annual Pass/premium w range	\$1,500	\$1,500
Daily Green Fees	Walk/ride	Walk/ride
Daily--18 Holes	\$29/\$40*	\$26/\$37*
Daily--9 Holes	\$24/\$24*	\$24/\$24*
Daily Twilight (12 pm)--18 Holes	\$25/\$35*	\$22/\$32*
Daily Super Twilight (3 pm)--18 Holes	\$17/\$22	\$17/\$22
Daily -- May 16 - Oct 31 -- 18 Holes	Adjustable	Adjustable
Daily -- May 16 - Oct 31 -- 9 Holes	Adjustable	Adjustable
Green Fee Kids Rate (10-18 yrs old)		
Needles Students with ID walk only	Free	Free
Jr./Student 18 Holes	\$8.00	\$8.00
Jr./Student 9 Holes	\$5	\$5
Cart Rental		
Golf Car Rental -- Per Person -- 18 Holes	\$11	\$11
Golf Car Rental -- Per Person -- 9 Holes	\$6	\$6
Range Fees		
Pull Carts	\$5	\$5
Driving Range -- Small	\$5	\$5
Driving Range -- Large	\$9	\$9
Annual Range Pass	\$300	\$300
Club Rental	\$25	\$15
Monthly Passes		
Monthly with Cart, Range	\$300	\$300
Montly Golf, Range	\$220	\$220
Monthly Golf	\$200	\$200
Trail Fee (use of private carts)		
Trail Fee -- Monthly	\$80.00	\$80.00
City Resident Discount Card		
Needle Resident Rate 9 Holes	\$18/\$24 w/cart	\$18/\$24 w/cart
Needle Resident Rate 18 Holes	\$22/\$32 w/cart	\$20/\$31 w/cart
Corporate Rate (50 Plus Employees)		
Fee Increase from 2021 Adopted Golf Course Fee Structure in Yellow		



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: MARCH 22, 2022

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through MARCH 22, 2022.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: Rick

Date: 3/15/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

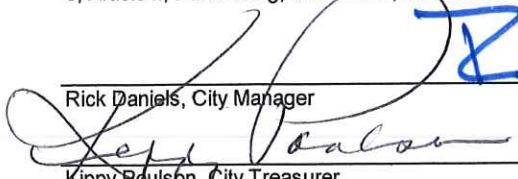
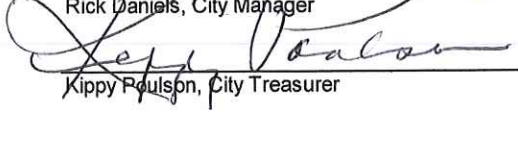
Other: ☐

Agenda Item: 4

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR MARCH 22, 2022**

		DEPT. AMT.	FUND AMT.	22-Mar	21-22 BUDGET
FUND 101	GENERAL FUND	\$ 2,964.55			
101.1015.412	CITY ATTORNEY	\$ -		\$ 40,704.95	\$80,000
101.1020.413	CITY MANAGER	\$ 631.16		\$ 135,231.94	\$205,293
101.1025.415	FINANCE DEPT.	\$ 1,732.57		\$ 309,238.38	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 700.00		\$ 101,585.65	\$201,933
101.1035.416	PLANNING /ZONING	\$ 2,059.41		\$ 123,080.51	\$304,327
101.1040.417	ENGINEERING	\$ 123.30		\$ 120,012.79	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 29,263.54	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 27,852.70	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 1,993,466.29	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 328.95		\$ 112,467.04	\$236,591
101.2025.424	BULDING & SAFETY	\$ 669.41		\$ 279,077.84	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ 450.74		\$ 346,573.73	\$629,675
101.3010.431	PUBLIC WORKS	\$ 8,790.83		\$ 748,454.99	\$4,513,905
101.4730.472	SANITATION	\$ 249.33		\$ 97,179.84	\$156,217
101.5770.452.	AQUATICS	\$ 122.58		\$ 92,251.93	\$180,845
101.5772.452	PARKS	\$ 9,136.73		\$ 315,643.58	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ 436.25		\$ 79,859.37	\$139,888
101.5774.452	RECREATION	\$ -		\$ 190,681.75	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 28,395.81		\$12,131,009
FUND 205	CDBG		\$ 260.11	\$ 33,163.16	\$27,243
FUND 206	CEMETERY		\$ -	\$ 83,224.45	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 883,381.69	\$984,573
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 90,504.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 39,498.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 123,790.17	\$283,431
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$5,000
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 161,389.52	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 370.00	\$300,000
FUND 501	NPUA		\$ 247.06	\$ 2,289,547.24	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ 21,630.78	\$ 1,272,386.43	\$2,001,236
FUND 503	WASTEWATER DEPARTMENT		\$ 39,804.64	\$ 849,808.64	\$1,297,932
FUND 505	SANITATION		\$ 1,893.68	\$ 847,144.49	\$1,324,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 856,671.32	\$1,012,427
FUND 507	GOLF FUND	\$ 246.56			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 20,845.12		\$ 421,974.29	\$731,730
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 2,427.28		\$ 206,429.96	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 23,518.96		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 972.51	\$ 200,116.88	\$359,455
FUND 509	MIS		\$ 9,846.85	\$ 127,854.87	\$252,370
FUND 510	ADMIN. FACILITY		\$ 8,511.84	\$ 104,562.30	\$395,203
FUND 511	FLEET MANAGEMENT		\$ 2,583.27	\$ 122,803.14	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ 57.49	\$ 148,591.97	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 57.49	\$ 15,055.25	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 258,713.08	\$494,264
FUND 580	ELECTRIC		\$ 85,268.15	\$ 7,892,358.03	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 26,552.00	\$26,552
FUND 582	NPUA CAPITAL WATER		\$ 271,075.25	\$ 915,688.43	\$2,142,785
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 62,718.00	\$2,218
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 494,123.89	\$ 23,178,517.51	\$40,819,422

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


Rick Daniels, City Manager

Kippy Paulson, City Treasurer


Sylvia Miledi, Director of Finance
3/11/22

PREPARED 03/09/2022, 12:22:21

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2022/09
REPORT NUMBER 87

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15014	2345	A-B COMMUNICATIONS	006181 006182		03/22/2022 03/22/2022	510-4410-405.30-25 510-4410-405.30-25	155.96 154.25 310.21 *	310.21
15015	2944	ADVANTAGE CARPET AND UPHO	006180		03/22/2022	510-4410-405.43-01	400.00 400.00 *	400.00
15016	3305	AGUA CALIENTE	006250		03/22/2022	580-4750-473.63-10	16,380.00 16,380.00 *	16,380.00
15017	1924	AHA MACAV POWER SERVICE	006395		03/22/2022	580-4750-473.63-12	313.28 313.28 *	313.28
15018	3750	AUTO ZONE	006251 006393 006394		03/22/2022 03/22/2022 03/22/2022	511-3021-432.43-26 511-3021-432.43-26 511-3020-432.61-28	84.01 81.64 113.11 278.76 *	278.76
15019	2629	BARON PEST SOLUTIONS	006447		03/22/2022	511-3020-432.43-29	32.00 32.00 *	32.00
15020	178	BIG O TIRES & NAPA AUTO P	006252 006253 006254 006255 006256 006257 006258 006390 006391 006396 006397 006398 006399 006400 006448 006449		03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022	511-3021-432.43-25 511-3021-432.43-26 511-3020-432.43-57 511-3020-432.61-28 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-27 511-3021-432.43-38 511-3021-432.43-25 511-3021-432.43-37 511-3020-432.61-14 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-27	248.14 23.69 9.36 223.51 42.62 110.16 240.53 55.03 27.70 32.06 103.41 20.97 36.61 40.64 16.91 111.56 1,342.90 *	1,342.90
15021	4015	BIG STATE INDUSTRIAL SUPP	006355		03/22/2022	511-3021-432.43-38	4.49 4.49 *	4.49
15022	3479	BRAUN BLAISING SMITH WYNN	006311		03/22/2022	580-4750-473.31-50	345.64 345.64 *	345.64
15023	3941	BURGER & COMER, P.C.	PI0183 PI0184 PI0185	022057 022057 022057	03/22/2022 03/22/2022 03/22/2022	502-4710-471.31-49 503-4720-475.31-49 580-4750-473.31-49	3,300.00 3,300.00 3,400.00 10,000.00 *	10,000.00

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15024	3941	BURGER & COMER, P.C.	PI0180 PI0181 PI0182	022057 022057 022057	03/22/2022 03/22/2022 03/22/2022	502-4710-471.31-49 503-4720-475.31-49 580-4750-473.31-49	990.00 990.00 1,020.00 3,000.00 *	3,000.00
15025	1213	CALIFORNIA DEPT.OF TAX &	006312 006313 006314 006315 006316 006317 006318 006319 006320 006321 006322 006323 006324 006325 006326		03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022	101-2020-423.61-21 101-2025-424.61-02 101-1025-415.61-02 101-1040-417.61-02 101-1040-417.31-40 101-5770-452.61-01 101-5774-452.61-01 101-5774-452.60-24 503-4720-475.60-33 503-4720-475.43-02 510-4410-405.61-01 511-3020-432.43-29 508-4810-478.61-02 580-4750-473.61-02 507-0000-203.00-00	9.99 83.31 30.03 83.31 39.99 1.56 1.16 .77 164.14 1.37 4.70 6.94 33.87 93.30 246.56 801.00 *	801.00
15026	2403	CDW GOVERNMENT	006183		03/22/2022	101-1025-415.61-02	563.50 563.50 *	563.50
15027	455	CULLIGAN WATER COND.	006401		03/22/2022	511-3020-432.43-29	44.80 44.80 *	44.80
15028	1	D.R. & G SERVICES	UT		03/22/2022	501-0000-211.00-00	24.15 24.15 *	24.15
15029	440	DECO FOODSERVICE INCORP.	006263 006404 006405		03/22/2022 03/22/2022 03/22/2022	507-5762-454.43-08 507-5762-454.43-08 101-5774-452.60-24	60.45 29.83 47.53 137.81 *	137.81
15030	3580	DIAMOND PURE WATER	006184 006185 006402 006403		03/22/2022 03/22/2022 03/22/2022 03/22/2022	510-4410-405.61-01 503-4720-475.43-02 101-5770-452.61-01 511-3020-432.43-29	40.00 15.00 10.00 5.00 70.00 *	70.00
15031	501	DOI-BOR-REGION: LOWER COL	006260 006261 006262 006295		03/22/2022 03/22/2022 03/22/2022 03/22/2022	580-4750-473.31-14 502-4710-471.31-14 503-4720-475.31-14 580-4750-473.63-10	1,302.99 1,302.99 1,303.00 13,782.99 17,691.97 *	17,691.97
15032	2653	EMPIRE SOUTHWEST	006264		03/22/2022	511-3021-432.43-26	71.01 71.01 *	71.01

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PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3
ACCOUNTING PERIOD 2022/09
REPORT NUMBER 87

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15033	3462	EUSI LLC	PI0178	022009	03/22/2022	503-4720-475.31-98	27,207.24 27,207.24 *	27,207.24
15034	2900	EXTREME IRON WELDING	006406 006483		03/22/2022 03/22/2022	503-4720-475.43-02 503-4720-475.43-02	2,100.00 1,775.00 3,875.00 *	3,875.00
15035	615	FEDEX	006265 006407		03/22/2022 03/22/2022	508-4810-478.61-01 580-4750-473.52-20	50.06 344.45 394.51 *	394.51
15036	1296	FRONTIER	006186 006187 006188 006353 006409 006410		03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022	101-5774-452.52-10 101-5773-452.52-10 101-5770-452.52-10 510-4410-405.43-04 510-4410-405.43-31 101-5772-452.52-10	260.62 79.22 111.02 2,015.58 95.03 135.96 2,697.43 *	2,697.43
15037	324	GRAINGER PART OPERATIONS	006191		03/22/2022	503-4720-475.43-04	76.73 76.73 *	76.73
15038	3966	GT GOLF SUPPLIES	006189 006190		03/22/2022 03/22/2022	507-5762-454.44-10 507-5762-454.44-10	62.69 233.29 295.98 *	295.98
15039	2612	HARDWARE EXPRESS INCORP.	006192 006193 006194 006195 006196 006197 006229 006230 006231 006232 006233 006266 006267 006268 006269 006270 006271 006272 006273 006274 006275 006304 006352 006389		03/22/2022 03/22/2022	101-2030-423.61-01 502-4710-471.60-55 101-5772-452.43-04 101-3010-431.60-11 101-5772-452.43-04 580-4750-473.60-55 503-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-14 101-3010-431.43-57 101-5772-452.43-39 101-5772-452.43-18 101-5772-452.60-40 101-5772-452.60-40 101-5772-452.43-18 101-5772-452.43-18 101-5772-452.61-12 101-5772-452.43-18 502-4710-471.43-57 580-4750-473.60-55 510-4410-405.61-01 511-3020-432.43-29	9.21 34.59 6.44 60.34 7.15 2.04 6.11 14.71 18.41 26.60 8.91 34.79 33.94 45.00 12.07 4.92- 26.95 193.23 9.21 5.83 9.21 50.71 4.08 23.54	

PREPARED 03/09/2022, 12:22:21

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2022/09
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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15039	2612	HARDWARE EXPRESS INCORP.	006412		03/22/2022	101-5772-452.60-40	43.97	
			006413		03/22/2022	101-5772-452.61-06	115.81	
			006414		03/22/2022	503-4720-475.43-02	5.70	
			006415		03/22/2022	503-4720-475.43-02	19.80	
			006416		03/22/2022	503-4720-475.43-02	37.07	
			006451		03/22/2022	101-3010-431.61-33	2.04	
			006452		03/22/2022	502-4710-471.60-55	7.16	
							869.70	869.70
15040	666	HELENA AGRI-ENT., LLC	006276		03/22/2022	507-5761-453.61-07	4,525.50	
							4,525.50	4,525.50
15041	3712	HENDERSON CHEVROLET COMPA	006450		03/22/2022	511-3021-432.43-27	623.91	
							623.91	623.91
15042	3593	HINDERLITER, DE LLAMAS &	006411		03/22/2022	101-1025-415.31-91	618.99	
							618.99	618.99
15043	3864	HORIZON TECHNOLOGIES INC.	006234		03/22/2022	101-2020-423.52-10	70.00	
			006235		03/22/2022	101-2030-423.52-10	70.00	
			006236		03/22/2022	508-4810-478.52-10	70.00	
			006237		03/22/2022	503-4720-475.52-10	140.00	
			006238		03/22/2022	502-4710-471.52-10	280.00	
			006239		03/22/2022	580-4750-473.52-10	175.00	
			006240		03/22/2022	101-3010-431.52-10	175.00	
							980.00	980.00
15044	3949	JANET JERNIGAN	006305		03/22/2022	101-0000-362.01-00	125.00	
							125.00	125.00
15045	4000	JARROD DELEON	006277		03/22/2022	507-5761-453.43-04	93.18	
			006417		03/22/2022	507-5761-453.43-04	364.89	
							458.07	458.07
15046	2334	KERN TURF SUPPLY INC.	006418		03/22/2022	507-5761-453.43-04	275.52	
			006419		03/22/2022	507-5761-453.43-04	643.42	
			006420		03/22/2022	101-5772-452.61-20	1,410.54	
							2,329.48	2,329.48
15047	2691	LAYNE CHRISTENSEN COMPANY	PI0186	022060	03/22/2022	582-4710-471.71-07	174,741.50	
			PI0187	022067	03/22/2022	582-4710-471.71-07	96,100.00	
							270,841.50	270,841.50
15048	85	LEAGUE OF CALIFORNIA CITI	006454		03/22/2022	101-1030-414.56-02	600.00	
							600.00	600.00
15049	3744	LILBURN CORPORATION	006488		03/22/2022	502-4710-471.31-90	1,612.50	
							1,612.50	1,612.50
15050	3998	MICHAEL BAKER INTERNATIONAL	006199		03/22/2022	101-0000-204.03-01	2,481.25	

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
15055	1786	NPUA	006249		03/22/2022	101-5772-452.41-20	1,540.45	
			006249		03/22/2022	101-5772-452.41-10	298.11	
			006249		03/22/2022	507-5762-454.41-12	712.80	
			006249		03/22/2022	507-5762-454.41-10	305.48	
			006249		03/22/2022	507-5762-454.41-20	139.63	
			006249		03/22/2022	507-5762-454.41-30	233.94	
			006354		03/22/2022	502-4710-471.41-10	33.20	
			006422		03/22/2022	580-4750-473.41-11	2,677.51	
							31,423.83	31,423.83
15056	3324	OFFICE EXPRESS	006423		03/22/2022	503-4720-475.61-04	68.60	
							68.60	68.60
15057	3315	ONLINE INFORMATION SERVIC	006294		03/22/2022	508-4810-478.31-46	70.50	
							70.50	70.50
15058	1	ORR, DEBBIE	UT		03/22/2022	501-0000-211.00-00	177.18	
							177.18	177.18
15059	740	OUR TOWN MAGAZINE	006202		03/22/2022	507-5762-454.53-00	372.30	
							372.30	372.30
15060	3767	PATRICK MARTINEZ	006424		03/22/2022	101-0000-204.41-00	51.45	
			006425		03/22/2022	101-0000-204.45-00	102.90	
			006426		03/22/2022	101-0000-204.49-00	51.45	
							205.80	205.80
15061	1578	PURCHASE POWER	006204		03/22/2022	510-4410-405.52-20	3,000.00	
							3,000.00	3,000.00
15062	15	QUILL CORP.	006205		03/22/2022	101-2030-423.61-01	25.85	
			006282		03/22/2022	510-4410-405.61-01	146.50	
			006283		03/22/2022	510-4410-405.61-01	185.31	
			006284		03/22/2022	510-4410-405.61-01	185.31	
			006285		03/22/2022	510-4410-405.61-01	1,810.07	
			006392		03/22/2022	101-1025-415.61-02	592.61	
			006427		03/22/2022	101-1025-415.61-01	35.55	
			006487		03/22/2022	101-1025-415.61-02	592.61	
							2,388.59	2,388.59
15063	2861	REINKE A/C CORP.	006206		03/22/2022	580-4750-473.54-62	7,680.56	
							7,680.56	7,680.56
15064	3558	RICK DANIELS	006371		03/22/2022	101-1020-413.31-40	181.25	
			006372		03/22/2022	502-4710-471.31-40	181.25	
			006373		03/22/2022	503-4720-475.31-40	181.25	
			006374		03/22/2022	580-4750-473.31-40	181.25	
			006375		03/22/2022	101-1020-413.55-00	299.81	
			006376		03/22/2022	502-4710-471.55-00	299.81	
			006377		03/22/2022	503-4720-475.55-00	299.81	

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CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15064	3558	RICK DANIELS	006378		03/22/2022	580-4750-473.55-00	299.81	
			006379		03/22/2022	506-4713-477.55-00	299.82	
			006380		03/22/2022	101-1020-413.31-40	56.25	
			006381		03/22/2022	502-4710-471.31-40	56.25	
			006382		03/22/2022	503-4720-475.31-40	56.25	
			006383		03/22/2022	580-4750-473.31-40	56.25	
			006384		03/22/2022	101-1020-413.55-00	93.85	
			006385		03/22/2022	502-4710-471.55-00	93.85	
			006386		03/22/2022	503-4720-475.55-00	93.85	
			006387		03/22/2022	580-4750-473.55-00	93.85	
			006388		03/22/2022	506-4713-477.55-00	93.86	
							2,918.32	2,918.32
15065	2068	RICOH USA, INC.	006429		03/22/2022	510-4410-405.70-02	315.05	
							315.05	315.05
15066	1	RITTER, TERRY LEE	UT		03/22/2022	501-0000-211.00-00	9.55	
							9.55	9.55
15067	3796	ROUTE 66 BROADBAND LLC	006207		03/22/2022	101-2020-423.52-10	85.00	
			006208		03/22/2022	101-5773-452.52-10	110.00	
			006209		03/22/2022	101-3010-431.52-10	100.00	
			006210		03/22/2022	101-5772-452.43-04	144.49	
			006211		03/22/2022	509-4910-479.52-12	138.75	
			006212		03/22/2022	503-4720-475.52-10	85.00	
			006213		03/22/2022	101-1030-414.52-10	100.00	
			006286		03/22/2022	507-5762-454.52-10	100.00	
			006287		03/22/2022	507-5762-454.52-10	100.00	
			006428		03/22/2022	101-5774-452.52-10	85.00	
							1,048.24	1,048.24
15068	2687	S.B. COUNTY FIRE DEPARTME	006214		03/22/2022	502-4710-471.69-03	455.00	
			006215		03/22/2022	502-4710-471.69-03	455.00	
							910.00	910.00
15069	2589	SAN BERNARDINO COUNTY	006455		03/22/2022	101-2020-423.62-00	37.89	
			006456		03/22/2022	101-2030-423.62-00	150.38	
			006457		03/22/2022	101-3010-431.62-00	2,402.86	
			006458		03/22/2022	101-5772-452.62-00	729.08	
			006459		03/22/2022	206-5771-452.62-00	173.15	
			006460		03/22/2022	502-4710-471.62-00	1,538.43	
			006461		03/22/2022	503-4720-475.62-00	244.84	
			006462		03/22/2022	507-5761-453.62-00	536.35	
			006463		03/22/2022	511-3020-432.62-00	98.83	
			006464		03/22/2022	580-4750-473.62-00	934.67	
			006465		03/22/2022	101-2020-423.62-00	126.07	
			006466		03/22/2022	101-2025-424.62-00	79.10	
			006467		03/22/2022	101-2030-423.62-00	195.30	
			006468		03/22/2022	101-3010-431.62-00	2,307.57	
			006469		03/22/2022	101-4730-472.62-00	249.33	

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CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15069	2589	SAN BERNARDINO COUNTY	006470		03/22/2022	101-5772-452.62-00	956.42	
			006471		03/22/2022	206-5771-452.62-00	86.96	
			006472		03/22/2022	502-4710-471.62-00	1,308.76	
			006473		03/22/2022	503-4720-475.62-00	311.96	
			006474		03/22/2022	507-5761-453.62-00	925.73	
			006475		03/22/2022	511-3020-432.62-00	51.09	
			006476		03/22/2022	580-4750-473.62-00	1,185.21	
							14,629.98	14,629.98
15070	1	SEAMAN, JOHN	UT		03/22/2022	501-0000-211.00-00	36.18	36.18
15071	284	SOUTHWEST GAS CORP.	006477		03/22/2022	507-5761-453.41-50	24.79	
			006478		03/22/2022	101-3010-431.41-60	32.59	
							57.38	57.38
15072	3837	SOUTHWEST GROUND WATER	PI0179	022029	03/22/2022	582-4710-471.71-07	233.75	
							233.75	233.75
15073	3605	STATEWIDE TRAFFIC SAFETY	006430		03/22/2022	101-3010-431.61-05	1,475.19	
			006431		03/22/2022	101-3010-431.61-05	1,532.58	
			006432		03/22/2022	101-3010-431.61-05	340.53	
							3,348.30	3,348.30
15074	231	THE MERLIN GROUP	006198		03/22/2022	507-5762-454.44-10	292.86	
							292.86	292.86
15075	4008	THE PRINTER GUYS, LLC	006203		03/22/2022	101-2025-424.61-02	357.00	
			006288		03/22/2022	508-4810-478.61-02	155.00	
			006485		03/22/2022	101-1025-415.61-02	149.00	
			006486		03/22/2022	101-1025-415.61-02	149.00	
							810.00	810.00
15076	3693	TRI STATE COMMUNITY HEALTH	006434		03/22/2022	101-2025-424.31-20	150.00	
							150.00	150.00
15077	3266	TRI STATE TOOL REPAIR	006433		03/22/2022	580-4750-473.43-57	125.48	
							125.48	125.48
15078	2798	U.S. DEPARTMENT OF ENERGY	006289		03/22/2022	580-4750-473.63-10	3,250.42	
			006290		03/22/2022	580-4750-473.63-10	30,415.70	
			006480		03/22/2022	580-4750-473.63-10	222.49	
							33,888.61	33,888.61
15079	3272	ULINE	006479		03/22/2022	101-5772-452.43-18	302.18	
							302.18	302.18
15080	315	UNDERGROUND SERVICE ALERT	006308		03/22/2022	503-4720-475.49-14	14.33	
			006309		03/22/2022	502-4710-471.43-04	14.33	
			006310		03/22/2022	580-4750-473.49-14	14.34	

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ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

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

15085	3528	WESTERN ENVIRONMENTAL TES	006303 006484	03/22/2022 03/22/2022	503-4720-475.59-75 503-4720-475.59-75	189.00 239.00 428.00	*	428.00
15086	3842	XIO, INC.	006228	03/22/2022	502-4710-471.31-90	143.00 143.00	*	143.00
15087	3045	ZIONS BANK	006291	03/22/2022	506-4713-477.69-21	1,500.00 1,500.00	*	1,500.00
15088	3828	3D-NETWORKS LLC	006216 006435 006436 006437 006438	03/22/2022 03/22/2022 03/22/2022 03/22/2022 03/22/2022	509-4910-479.31-90 509-4910-479.31-90 509-4910-479.31-90 509-4910-479.31-53 509-4910-479.52-13	2,900.00 1,950.00 3,200.00 475.00 1,183.10 9,708.10	*	9,708.10

BANK/CHECK TOTAL	494,123.89
	494,123.89

ALL BANKS/CHECKS TOTAL 494,123.89

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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
15014	2345	00	A-B COMMUNICATIONS	03/22/2022	310.21	.00
15015	2944	00	ADVANTAGE CARPET AND UPHOLSTERY	03/22/2022	400.00	.00
15016	3305	00	AGUA CALIENTE	03/22/2022	16,380.00	.00
15017	1924	00	AHA MACAV POWER SERVICE	03/22/2022	313.28	.00
15018	3750	00	AUTO ZONE	03/22/2022	278.76	.00
15019	2629	00	BARON PEST SOLUTIONS	03/22/2022	32.00	.00
15020	178	00	BIG O TIRES & NAPA AUTO PARTS	03/22/2022	1,342.90	.00
15021	4015	00	BIG STATE INDUSTRIAL SUPPLY	03/22/2022	4.49	.00
15022	3479	00	BBSW	03/22/2022	345.64	.00
15023	3941	00	BURGER & COMER, P.C.	03/22/2022	10,000.00	.00
15024	3941	00	BURGER & COMER, P.C.	03/22/2022	3,000.00	.00
15025	1213	00	CALIF.DEPT.OF TAX & FEE ADMIN.	03/22/2022	801.00	.00
15026	2403	00	CDW GOVERNMENT INC.	03/22/2022	563.50	.00
15027	455	00	CULLIGAN WATER COND.	03/22/2022	44.80	.00
15028	1	00	D.R. & G SERVICES	03/22/2022	24.15	.00
15029	440	00	DECO FOODSERVICE INCORP.	03/22/2022	137.81	.00
15030	3580	00	DIAMOND PURE WATER	03/22/2022	70.00	.00
15031	501	00	DOI-BOR-REGION: LOWER COLORADO	03/22/2022	17,691.97	.00
15032	2653	00	EMPIRE SOUTHWEST	03/22/2022	71.01	.00
15033	3462	00	EUSI LLC	03/22/2022	27,207.24	.00
15034	2900	00	EXTREME IRON WELDING	03/22/2022	3,875.00	.00
15035	615	00	FEDEX	03/22/2022	394.51	.00
15036	1296	00	FRONTIER	03/22/2022	2,697.43	.00
15037	324	00	GRAINGER PART OPERATIONS INC.	03/22/2022	76.73	.00
15038	3966	00	GT GOLF SUPPLIES	03/22/2022	295.98	.00
15039	2612	00	HARDWARE EXPRESS INCORP.	03/22/2022	869.70	.00
15040	666	00	HELENA AGRI-ENT. LLC	03/22/2022	4,525.50	.00
15041	3712	00	HENDERSON CHEVROLET COMPANY	03/22/2022	623.91	.00
15042	3593	00	HINDERLITER, DE LLAMAS & ASSOC.	03/22/2022	618.99	.00
15043	3864	00	HORIZON TECHNOLOGIES INC.	03/22/2022	980.00	.00
15044	3949	00	JANET JERNIGAN	03/22/2022	125.00	.00
15045	4000	00	JARROD DELEON	03/22/2022	458.07	.00
15046	2334	00	KERN TURF SUPPLY INC.	03/22/2022	2,329.48	.00
15047	2691	00	LAYNE CHRISTENSEN COMPANY	03/22/2022	270,841.50	.00
15048	85	00	LEAGUE OF CALIFORNIA CITIES	03/22/2022	600.00	.00
15049	3744	00	LILBURN CORPORATION	03/22/2022	1,612.50	.00
15050	3998	00	MICHAEL BAKER INTERNATIONAL, INC	03/22/2022	4,606.06	.00
15051	207	00	NEEDLES SENIOR CITIZENS	03/22/2022	114.98	.00
15052	218	00	NEWS WEST PUBLISHING CO.	03/22/2022	273.60	.00
15053	2238	00	NORTHERN TOOL & EQUIPMENT	03/22/2022	51.71	.00
15054	1786	00	NPUA	03/22/2022	VOID	.00
15055	1786	00	NPUA	03/22/2022	31,423.83	.00
15056	3324	00	OFFICE EXPRESS	03/22/2022	68.60	.00
15057	3315	00	ONLINE INFORMATION SERVICE	03/22/2022	70.50	.00
15058	1	00	ORR, DEBBIE	03/22/2022	177.18	.00
15059	740	00	OUR TOWN MAGAZINE	03/22/2022	372.30	.00
15060	3767	00	PATRICK MARTINEZ	03/22/2022	205.80	.00
15061	1578	00	PURCHASE POWER	03/22/2022	3,000.00	.00
15062	15	00	QUILL CORP.	03/22/2022	2,388.59	.00
15063	2861	00	REINKE A/C CORP.	03/22/2022	7,680.56	.00
15064	3558	00	RICK DANIELS	03/22/2022	2,918.32	.00

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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
15065	2068	00	RICOH USA, INC.	03/22/2022	315.05	.00
15066	1	00	RITTER, TERRY LEE	03/22/2022	9.55	.00
15067	3796	00	ROUTE 66 BROADBAND LLC	03/22/2022	1,048.24	.00
15068	2687	00	S.B. COUNTY FIRE DEPARTMENT	03/22/2022	910.00	.00
15069	2589	00	SAN BERNARDINO COUNTY	03/22/2022	14,629.98	.00
15070	1	00	SEAMAN, JOHN	03/22/2022	36.18	.00
15071	284	00	SOUTHWEST GAS CORP.	03/22/2022	57.38	.00
15072	3837	00	SOUTHWEST GROUND WATER	03/22/2022	233.75	.00
15073	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	03/22/2022	3,348.30	.00
15074	231	00	THE MERLIN GROUP	03/22/2022	292.86	.00
15075	4008	00	THE PRINTER GUYS, LLC	03/22/2022	810.00	.00
15076	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	03/22/2022	150.00	.00
15077	3266	00	TRI STATE TOOL REPAIR	03/22/2022	125.48	.00
15078	2798	00	U.S. DEPARTMENT OF ENERGY	03/22/2022	33,888.61	.00
15079	3272	00	ULINE	03/22/2022	302.18	.00
15080	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	03/22/2022	43.00	.00
15081	3830	00	UNIFIRST CORPORATION	03/22/2022	1,507.25	.00
15082	761	00	USABUEBOOK	03/22/2022	712.19	.00
15083	1	00	VANESSA FERRER	03/22/2022	554.70	.00
15084	326	00	WESTERN ALARM SERVICE INC.	03/22/2022	75.00	.00
15085	3228	00	WESTERN ENVIRONMENTAL TESTING LAB.	03/22/2022	428.00	.00
15086	3842	00	XIO, INC.	03/22/2022	143.00	.00
15087	3045	00	ZIONS BANK	03/22/2022	1,500.00	.00
15088	3828	00	3D-NETWORKS L.L.C.	03/22/2022	9,708.10	.00
NUMBER OF CHECKS				75	GRAND TOTAL	494,123.89

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR MARCH 11, 2022**

		DEPT. AMT.	FUND AMT.	11-Mar	21-22 BUDGET
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 40,704.95	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 136,416.57	\$205,293
101.1025.415	FINANCE DEPT.	\$ 275.00		\$ 314,240.19	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 103,355.69	\$201,933
101.1035.416	PLANNING /ZONING	\$ -		\$ 123,582.46	\$304,327
101.1040.417	ENGINEERING	\$ -		\$ 121,070.87	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 29,263.54	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 27,852.70	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 1,993,466.29	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 112,559.95	\$236,591
101.2025.424	BULDING & SAFETY	\$ -		\$ 281,522.08	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 356,625.69	\$629,675
101.3010.431	PUBLIC WORKS	\$ -		\$ 752,641.12	\$4,513,905
101.4730.472	SANITATION	\$ -		\$ 97,411.94	\$156,217
101.5770.452	AQUATICS	\$ -		\$ 92,251.93	\$180,845
101.5772.452	PARKS	\$ -		\$ 321,913.81	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 81,479.99	\$139,888
101.5774.452	RECREATION	\$ -		\$ 193,322.58	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 275.00		\$12,131,009
FUND 205	CDBG	\$ -	\$ -	\$ 33,163.16	\$27,243
FUND 206	CEMETERY	\$ -	\$ -	\$ 84,673.00	\$209,276
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 883,381.69	\$984,573
FUND 209	NARCOTICS FORFEITURE	\$ -	\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 90,504.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$ 39,498.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ -	\$ 123,790.17	\$283,431
FUND 235	INTERSTATE COMM/140 J ST.	\$ -	\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT	\$ -	\$ -	\$ -	\$5,000
FUND 240	EL GARCES INTERMODAL	\$ -	\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)	\$ -	\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM	\$ -	\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 161,389.52	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ -	\$ 370.00	\$300,000
FUND 501	NPUA	\$ -	\$ -	\$ 2,289,547.24	\$2,687,194
FUND 502	WATER DEPARTMENT	\$ -	\$ -	\$ 1,278,202.58	\$2,001,236
FUND 503	WASTEWATER DEPARTMENT	\$ -	\$ -	\$ 853,477.33	\$1,297,932
FUND 505	SANITATION	\$ -	\$ -	\$ 847,144.49	\$1,324,900
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ -	\$ 860,287.68	\$1,012,427
FUND 507	GOLF FUND	\$ -	\$ -		
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ -	\$ 421,974.29	\$731,730
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ -	\$ 208,115.04	\$368,468
FUND 507	GOLF FUND TOTAL	\$ -	\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ -	\$ 203,052.44	\$359,455
FUND 509	MIS	\$ -	\$ -	\$ 127,854.87	\$252,370
FUND 510	ADMIN. FACILITY	\$ -	\$ -	\$ 104,562.30	\$395,203
FUND 511	FLEET MANAGEMENT	\$ -	\$ -	\$ 124,231.90	\$270,933
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE	\$ -	\$ -	\$ 148,591.97	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ -	\$ 15,055.25	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ -	\$ 259,600.08	\$494,264
FUND 580	ELECTRIC	\$ -	\$ -	\$ 7,905,664.59	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ -	\$ 26,552.00	\$26,552
FUND 582	NPUA CAPITAL WATER	\$ -	\$ -	\$ 915,688.43	\$2,142,785
FUND 583	NPUA CAPITAL WASTEWATER	\$ -	\$ -	\$ 62,718.00	\$2,218
FUND 650	IMPACT FEES NORTH NEEDLES	\$ -	\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS	\$ -	\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 275.00	\$ 23,250,365.75	\$40,819,422

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

Rick Daniels, City Manager

Kippy Poulson, City Treasurer

Date

Date

Sylvia Miledi, Director of Finance

Date

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
15099	3502	00	KIPPY POULSON	03/11/2022	275.00	.00
NUMBER OF CHECKS				1	GRAND TOTAL	275.00

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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

15099 3502 KIPPY POULSON 006619 03/11/2022 101-1025-415.31-90 275.00 275.00 * 275.00

BANK/CHECK TOTAL 275.00

ALL BANKS/CHECKS TOTAL 275.00

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR MARCH 11, 2022**

		DEPT. AMT.	FUND AMT.	11-Mar	21-22 BUDGET
FUND 101	GENERAL FUND	\$ 12,599.44			
101.1015.412	CITY ATTORNEY	\$ -		\$ 40,704.95	\$80,000
101.1020.413	CITY MANAGER	\$ 1,184.63		\$ 136,416.57	\$205,293
101.1025.415	FINANCE DEPT.	\$ 4,726.51		\$ 313,965.19	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 1,770.04		\$ 103,355.69	\$201,933
101.1035.416	PLANNING /ZONING	\$ 501.95		\$ 123,582.46	\$304,327
101.1040.417	ENGINEERING	\$ 1,058.08		\$ 121,070.87	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 29,263.54	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 27,852.70	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 1,993,466.29	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 92.91		\$ 112,559.95	\$236,591
101.2025.424	BULDING & SAFETY	\$ 2,444.24		\$ 281,522.08	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ 10,051.96		\$ 356,625.69	\$629,675
101.3010.431	PUBLIC WORKS	\$ 4,186.13		\$ 752,641.12	\$4,513,905
101.4730.472	SANITATION	\$ 232.10		\$ 97,411.94	\$156,217
101.5770.452	AQUATICS	\$ -		\$ 92,251.93	\$180,845
101.5772.452	PARKS	\$ 6,270.23		\$ 321,913.81	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ 1,620.62		\$ 81,479.99	\$139,888
101.5774.452	RECREATION	\$ 2,640.83		\$ 193,322.58	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 49,379.67		\$12,131,009
FUND 205	CDBG		\$ -	\$ 33,163.16	\$27,243
FUND 206	CEMETERY		\$ 1,783.09	\$ 84,673.00	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 883,381.69	\$984,573
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 90,504.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 39,498.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 123,790.17	\$283,431
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ -	\$5,000
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 161,389.52	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 370.00	\$300,000
FUND 501	NPUA		\$ -	\$ 2,289,547.24	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ 7,498.28	\$ 1,278,202.58	\$2,001,236
FUND 503	WASTEWATER DEPARTMENT		\$ 4,716.70	\$ 853,477.33	\$1,297,932
FUND 505	SANITATION		\$ 396.65	\$ 847,144.49	\$1,324,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 860,287.68	\$1,012,427
FUND 507	GOLF FUND	\$ 65.68			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 421,974.29	\$731,730
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,685.08		\$ 208,115.04	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 1,750.76		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 3,923.26	\$ 203,052.44	\$359,455
FUND 509	MIS		\$ -	\$ 127,854.87	\$252,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 104,562.30	\$395,203
FUND 511	FLEET MANAGEMENT		\$ 1,796.16	\$ 124,231.90	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 148,591.97	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 15,055.25	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 259,600.08	\$494,264
FUND 580	ELECTRIC		\$ 18,648.53	\$ 7,905,664.59	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 26,552.00	\$26,552
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 915,688.43	\$2,142,785
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 62,718.00	\$2,218
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 89,893.10	\$ 23,250,090.75	\$40,819,422

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

Rick Daniels, City Manager

Kippy Poulson, City Treasurer

Date

Date

Sylvia Miledi, Director of Finance

Date

CHECK NUMBER	VENDOR NUMBER	SEC#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
15089	4022	00	BENEFIT COORDINATORS CORPORATION	03/11/2022	2,926.40	.00
15090	3319	00	CITY EMPLOYEES ASSOCIATES	03/11/2022	200.00	.00
15091	3286	00	COLONIAL LIFE	03/11/2022	2,696.14	.00
15092	3399	00	COURT-ORDERED DEBT COLLECTIONS	03/11/2022	63.82	.00
15093	1305	00	GREAT WEST LIFE	03/11/2022	4,172.00	.00
15094	3634	00	GREAT-WEST LIFE & ANNUITY	03/11/2022	631.72	.00
15095	2879	00	JENNIFER VALENZUELA	03/11/2022	475.00	.00
15096	3458	00	MUTUAL OF OMAHA	03/11/2022	3,346.39	.00
15097	1199	00	SBPEA TEAMSTERS LOCAL 1932	03/11/2022	838.47	.00
15098	3242	00	SDRMA	03/11/2022	74,543.16	.00
NUMBER OF CHECKS				10	GRAND TOTAL	89,893.10

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
15089	4022	BENEFIT COORDINATORS CORP	006511		03/11/2022	101-1020-413.24-10	61.10	
			006512		03/11/2022	101-1025-415.24-10	190.61	
			006513		03/11/2022	101-1030-414.24-10	111.26	
			006514		03/11/2022	101-1035-416.24-10	22.80	
			006515		03/11/2022	101-1040-417.24-10	59.48	
			006516		03/11/2022	101-2025-424.24-10	134.82	
			006517		03/11/2022	101-2030-423.24-10	205.20	
			006518		03/11/2022	101-3010-431.24-10	198.44	
			006519		03/11/2022	101-4730-472.24-10	10.41	
			006520		03/11/2022	101-5772-452.24-10	223.08	
			006521		03/11/2022	101-5773-452.24-10	100.32	
			006522		03/11/2022	101-5774-452.24-10	121.34	
			006523		03/11/2022	206-5771-452.24-10	100.72	
			006524		03/11/2022	502-4710-471.24-10	310.81	
			006525		03/11/2022	503-4720-475.24-10	185.05	
			006526		03/11/2022	506-4713-477.24-10	13.88	
			006527		03/11/2022	508-4810-478.24-10	138.80	
			006528		03/11/2022	511-3020-432.24-10	66.62	
			006529		03/11/2022	580-4750-473.24-10	671.66	
							2,926.40	2,926.40
15090	3319	CITY EMPLOYEES ASSOCIATES	006489		03/11/2022	101-0000-209.03-01	140.00	
			006490		03/11/2022	580-0000-209.03-01	40.00	
			006491		03/11/2022	502-0000-209.03-01	20.00	
							200.00	200.00
15091	3286	COLONIAL LIFE	006530		03/11/2022	101-0000-209.03-01	2,120.70	
			006531		03/11/2022	502-0000-209.03-01	87.28	
			006532		03/11/2022	503-0000-209.03-01	195.82	
			006533		03/11/2022	508-0000-209.03-01	196.88	
			006534		03/11/2022	580-0000-209.03-01	95.46	
							2,696.14	2,696.14
15092	3399	COURT-ORDERED DEBT COLLEC	006492		03/11/2022	101-0000-209.03-01	63.82	
							63.82	63.82
15093	1305	GREAT WEST LIFE & ANNUITY	006500		03/11/2022	101-0000-209.03-01	2,318.00	
			006501		03/11/2022	502-0000-209.03-01	175.00	
			006502		03/11/2022	580-0000-209.03-01	1,679.00	
							4,172.00	4,172.00
15094	3634	GREAT-WEST LIFE & ANNUITY	006503		03/11/2022	101-0000-209.01-00	38.13	
			006504		03/11/2022	101-0000-209.01-00	24.27	
			006505		03/11/2022	101-0000-209.01-00	213.04	
			006506		03/11/2022	580-0000-209.01-00	174.52	
			006507		03/11/2022	580-0000-209.01-00	53.93	
			006508		03/11/2022	580-0000-209.01-00	127.83	
							631.72	631.72
15095	2879	JENNIFER VALENZUELA	006509		03/11/2022	101-5774-452.62-00	25.00	

PROGRAM: GM3461

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
15095	2879	JENNIFER VALENZUELA	006510		03/11/2022	101-5774-452.49-01	450.00 *	475.00
15096	3458	MUTUAL OF OMAHA	006535		03/11/2022	101-1020-413.24-10	71.26	
			006536		03/11/2022	101-1025-415.24-10	196.71	
			006537		03/11/2022	101-1030-414.24-10	63.79	
			006538		03/11/2022	101-1035-416.24-10	41.47	
			006539		03/11/2022	101-1040-417.24-10	123.26	
			006540		03/11/2022	101-2020-423.24-10	92.91	
			006541		03/11/2022	101-2025-424.24-10	192.84	
			006542		03/11/2022	101-2030-423.24-10	205.98	
			006543		03/11/2022	101-3010-431.24-10	242.43	
			006544		03/11/2022	101-4730-472.24-10	24.29	
			006545		03/11/2022	101-5772-452.24-10	144.74	
			006546		03/11/2022	101-5773-452.24-10	52.35	
			006547		03/11/2022	101-5774-452.24-10	118.67	
			006548		03/11/2022	206-5771-452.24-10	44.57	
			006549		03/11/2022	502-4710-471.24-10	542.60	
			006550		03/11/2022	503-4720-475.24-10	169.06	
			006551		03/11/2022	506-4713-477.24-10	45.75	
			006552		03/11/2022	508-4810-478.24-10	164.60	
			006553		03/11/2022	511-3020-432.24-10	91.36	
			006554		03/11/2022	580-4750-473.24-10	717.75	
							3,346.39 *	3,346.39
15097	1199	SBPEA TEAMSTERS LOCAL 193	006493		03/11/2022	101-0000-209.03-01	384.02	
			006494		03/11/2022	502-0000-209.03-01	118.63	
			006495		03/11/2022	503-0000-209.03-01	23.29	
			006496		03/11/2022	507-0000-209.03-01	65.68	
			006497		03/11/2022	508-0000-209.03-01	52.82	
			006498		03/11/2022	511-0000-209.03-01	31.38	
			006499		03/11/2022	580-0000-209.03-01	162.65	
							838.47 *	838.47
15098	3242	SPECIAL DISTRICT RISK	006555		03/11/2022	101-1020-413.24-10	1,052.27	
			006556		03/11/2022	101-1025-415.24-10	4,339.19	
			006557		03/11/2022	101-1030-414.24-10	1,594.99	
			006558		03/11/2022	101-1035-416.24-10	437.68	
			006559		03/11/2022	101-1040-417.24-10	875.34	
			006560		03/11/2022	101-2025-424.24-10	2,116.58	
			006561		03/11/2022	101-2030-423.24-10	9,640.78	
			006562		03/11/2022	101-3010-431.24-10	3,745.26	
			006563		03/11/2022	101-4730-472.24-10	197.40	
			006564		03/11/2022	101-5772-452.24-10	5,902.41	
			006565		03/11/2022	101-5773-452.24-10	1,467.95	
			006566		03/11/2022	101-5774-452.24-10	1,925.82	
			006567		03/11/2022	101-0000-209.03-01	7,297.46	
			006568		03/11/2022	206-5771-452.24-10	1,303.26	
			006569		03/11/2022	206-0000-209.03-01	334.54	
			006570		03/11/2022	502-4710-471.24-10	4,962.74	

PREPARED 03/10/2022, 13:44:01

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3
ACCOUNTING PERIOD 2022/09
REPORT NUMBER 88

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15098	3242	SPECIAL DISTRICT RISK	006571		03/11/2022	502-0000-209.03-01	1,281.22	
			006572		03/11/2022	503-4720-475.24-10	3,314.58	
			006573		03/11/2022	503-0000-209.03-01	828.90	
			006574		03/11/2022	506-4713-477.24-10	263.22	
			006575		03/11/2022	506-0000-209.03-01	73.80	
			006576		03/11/2022	507-5762-454.24-10	1,685.08	
			006577		03/11/2022	508-4810-478.24-10	2,632.16	
			006578		03/11/2022	508-0000-209.03-01	738.00	
			006579		03/11/2022	511-3020-432.24-10	1,270.78	
			006580		03/11/2022	511-0000-209.03-01	336.02	
			006581		03/11/2022	580-4750-473.24-10	11,917.15	
			006582		03/11/2022	580-0000-209.03-01	3,008.58	
							74,543.16	74,543.16
							*	
						BANK/CHECK TOTAL	89,893.10	89,893.10
						ALL BANKS/CHECKS TOTAL	89,893.10	89,893.10

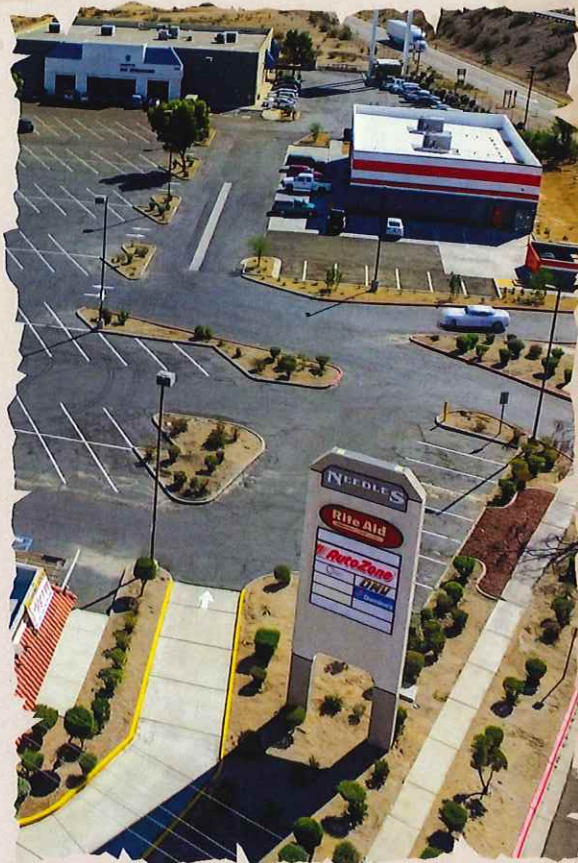
COST OF LIVING

MEDIAN HOME PRICE:	\$115,000 (For Six Month Period Ending August, 2021)
AVERAGE HOME PRICE:	\$140,000 (For Six Month Period Ending August, 2021)
ELECTRIC RATES:	about 10 Cents Per kWh, 1/3 what they are in major California Cities!
TRUE COMMUNITY FEEL:	A True K-12 Unified School District with approximately 1,000 students.
AVERAGE MONTHLY WATER BILL:	\$40-\$65
AVERAGE MONTHLY SEWER BILL:	\$45

SAMPLE BUILDING FEE STRUCTURE

City of Needles has one of the lowest building fee schedules in **ALL** of California! Sample below is for a 1,350 square foot single-family residence.

BUILDING FEES (1,350 sq. ft.)	\$8,464 (As of August, 2021)
UTILITY FEES (1,350 sq. ft.)	\$5,700 (As of August, 2021)
SCHOOL FEES (\$4.08 psf)	\$5,508 (As of August, 2021)
IN-HOUSE PLAN CHECK SERVICES	Your plans never leave the City of Needles!
PROJECT OMBUDSPERSON	You will have a specific person that you can contact during the process
AVAILABLE LAND	Active Tract Maps and Appropriately Zoned Land



FOR MORE INFORMATION OR PROJECT DEVELOPMENT ASSISTANCE, PLEASE CONTACT:

RICK DANIELS, CITY MANAGER 760.326.2113 x113 | rdaniels@cityofneedles.com

PATRICK MARTINEZ, DIRECTOR DEVELOPMENT SERVICES 760.326.2115 x126 | pmartinez@cityofneedles.com



WANTED

HOUSING DEVELOPERS IN NEEDLES, CALIFORNIA

WE WANT YOU! The City of Needles, California located along the Colorado River at the eastern border of California, is experiencing explosive growth in commercial/industrial development resulting in hundreds of new jobs being created. Our workforce needs you to build new homes (single family and multi-family).

WHY NEEDLES

LOCATION: Colorado River Region at the intersection of three states (California, Arizona and Nevada)

TOURIST MECCA: Over 6 million people a year visit the Colorado River for Recreational Purposes!

GROWTH: In the past three (3) years, the City of Needles has approved over 800,000 square feet of new commercial/industrial space to serve the Cannabis Industry! As of now, 205,000 square feet of space is open and operational with another 195,000 currently under construction. Each 1,000 square foot of space creates 2-4 NEW jobs!

ONE-STOP: The City of Needles is one of only a handful of cities in California that owns/operates its own Electric Company, Water and Wastewater Services...making it a true Full-Service City!



Inquire about our GENEROUS Density Bonus and Accessory Dwelling Unit Program for Single Family Lots!

FOR MORE INFORMATION OR PROJECT DEVELOPMENT ASSISTANCE, PLEASE CONTACT:

RICK DANIELS, CITY MANAGER 760.326.2113 x113 | rdaniels@cityofneedles.com

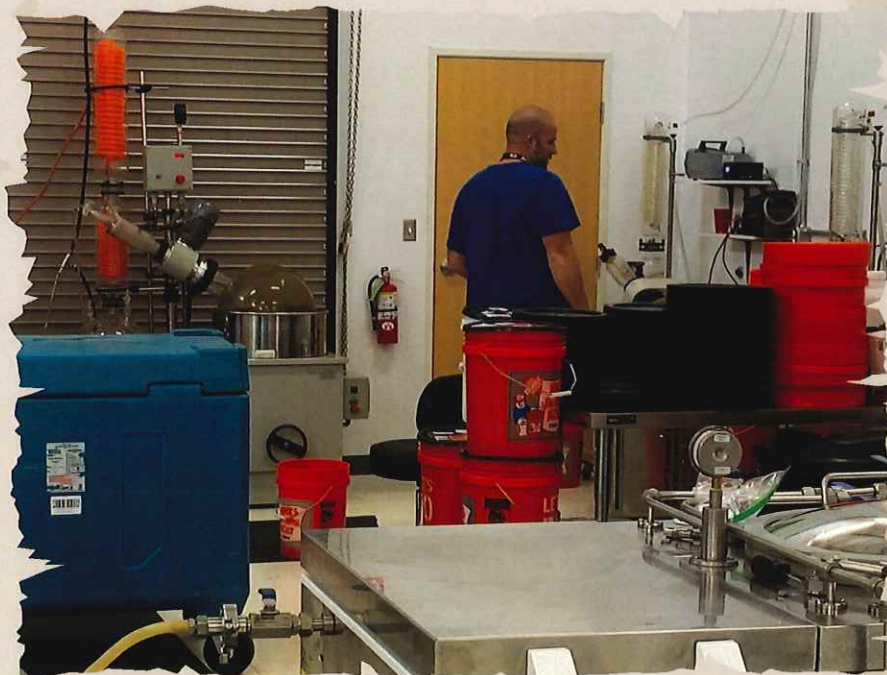
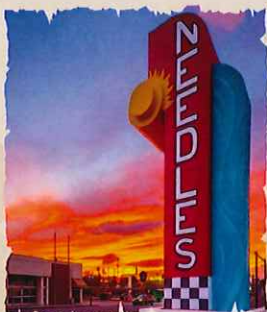
PATRICK MARTINEZ, DIRECTOR DEVELOPMENT SERVICES 760.326.2115 x126 | pmartinez@cityofneedles.com



WANTED

BUSINESSES NEEDING A GROWING SKILLED LABOR FORCE!

WE WANT YOU! The City of Needles, California located along the Colorado River at the eastern board of California offers businesses the opportunity to increase profits through a skilled labor force that is growing! Families are choosing to live in a region that offers a true community feel as well as affordable housing and abundant outdoor recreation opportunities!



FOR MORE INFORMATION OR PROJECT DEVELOPMENT ASSISTANCE, PLEASE CONTACT:

RICK DANIELS, CITY MANAGER 760.326.2113 x113 | rdaniels@cityofneedles.com

PATRICK MARTINEZ, DIRECTOR DEVELOPMENT SERVICES 760.326.2115 x126 | pmartinez@cityofneedles.com

	CITY OF NEEDLES, CA (LOCAL)	COLORADO RIVER (REGIONAL)
	Labor Market	Labor Market
Total Population	4,950	139,167
Local Labor Force	1,700	54,987
Employed	1,500	50,439
Unemployed	200	4,533

EMPLOYMENT TYPE

Private For-Profit	1,028 (65.35%)	36,600 (72.90%)
Private Non-Profit	104 (6.61%)	2,473 (4.93%)
Local Government	226 (14.37%)	3,835 (7.64%)
State Government	83 (5.18%)	1,153 (2.30%)
Federal Government	38 (2.42%)	525 (1.05%)
Self Employed	81 (5.15%)	5,463 (10.88%)

AVERAGE TRAVEL TIME TO WORK

16 minutes

EDUCATIONAL ATTAINMENT (ADULTS 25+ HIGHEST LEVEL)

High School Diploma/GED	42.10%	35.68%
Some College	25.86%	29.13%
Associate's Degree	4.66%	8.63%
Bachelor's, Master's, Profesional/ Doctorate	11.04%	13.42%

PREDOMINANT INDUSTRIES OF EMPLOYMENT (1,000+ REGIONAL)

Office/Administrative Support	5,756 (11.47%)
Sales/Related	5,639 (11.23%)
Food Prep/Serving/Related	4,838 (9.64%)
Transportation/Material Moving	4,245 (8.46%)
Building/Grounds Maintenance	3,599 (7.17%)
Management	3,969 (7.91%)
Healthcare Practitioner/Technician	3,139 (6.25%)
Construction	2,841 (5.66%)
Production	2,773 (5.52%)
Healthcare Support:	2,273 (4.53%)

Colorado River Region Labor Force (Needles, Lake Havasu City, Bullhead City, Fort Mohave and Laughlin)

DRIVE TIME WITHIN REGIONAL MARKET:

30-40 minutes

SOURCES: California Employment Development Department, Corelogic, DMG, Inc, Environics Analytics, Victor Valley Association of Realtors and Zillow.



City of Needles Electric Rates are up to 70% less than other providers in California, saving YOU money!

FOR MORE INFORMATION OR PROJECT DEVELOPMENT ASSISTANCE, PLEASE CONTACT:

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City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: Accept Extension for On-Call Economic Development Services Agreement with Development Management Group, Inc. (DMG Economics) for a 1 Year Term Expiring March 22, 2023.

Background: On April 22, 2014, the City Council adopted the City of Needles Economic Development Strategic Plan (2014-2019) prepared by Development Management Group, Inc. DMG, Inc. has provided the City of Needles their economic development services since November of 2013.

As our economic development consultant, DMG, Inc. has worked collaboratively with the City Council and City Staff to attract businesses to our community. DMG, Inc. has successfully recruited Dollar General, AutoZone, Hampton Inn and others to the City of Needles. Development Management Group, Inc. contract expired in June of 2019.

DMG, Inc. continues to represent the City at numerous events throughout the year. DMG, Inc. has secured the City's first booth at ICSC 2022 Las Vegas which is the nations largest three-day gathering of dealmakers and industry experts, who are driving innovation and evolution in the retail industry.

Fiscal Impact: The City of Needles has budgeted \$30,000 for FY 22 for On-Call Economic Development Services.

Sylvia Miledi Am

Recommended Action: Accept Extension for On-Call Economic Development Services Agreement with Development Management Group, Inc. (DMG Economics) for a 1 Year Term Expiring March 22, 2023.

Submitted By: Patrick Martinez, Assistant City Manager

City Management Review: Rick

Date: 3/15/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5

**FIRST 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 FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT is made and entered into March 22, 2022 ("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 an end date of June 30, 2015;

DMG has continued to perform services under the Agreement after June 30, 2015 through the date of this Amendment and the Parties agree that the Agreement shall be binding on each of them from June 30, 2015 through the Effective Date in spite of the expiration date provided in the Agreement;

City and DMG of Commerce acknowledge and agree to amend the Agreement to:

1. Extend the term of the Agreement for a period of one year from the Effective Date. Thereafter, the Agreement shall continue on a month to month basis terminable by either party upon giving thirty (30) days advanced written notice of termination.

2. Increase the amount of compensation under the Agreement by the amount of Thirty Thousand Dollars (\$30,000.00) for the one year period referred to in the preceding paragraph 1. During the month to month period the compensation to DMG shall be Thirty Thousand Dollars (\$30,000.00) per annum payable in equal monthly installments.

3. AMENDMENT.

Section 1.1 is hereby amended to read as follows:

Term of Services. The term of this Agreement shall be for a period beginning on the Effective Date and ending on the day before the one year anniversary of the Effective Date ("Termination Date"). Subject to such policy direction and approvals as the CITY may determine from time to time, CONSULTANT shall perform the work described in Exhibit A to the original Agreement prior to the termination date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the original Agreement. The time provided to CONSULTANT to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the original Agreement. After the Termination date, the term of this Agreement shall continue from month to month subject to the right of either Party to terminate this Agreement as provided in Section 8 of the original Agreement.

Section 2 is hereby amended to read as follows

Section 2. COMPENSATION. CITY shall pay CONSULTANT for services rendered under this Agreement a sum of an addition Thirty Thousand Dollars (\$30,000.00) maximum during the additional one year term, as amended above. Thereafter, during the continuation of the term on a month to month basis as provided in Section 1 of this Amendment compensation shall be due at the rate of Thirty Thousand Dollars (\$30,000.00) per annum payable monthly. Such payments shall be the only payments from CITY to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all invoices to CITY in the manner specified herein, and as stated in Exhibit A of the original Agreement (invoices will be paid upon completion of services and delivery of invoice to the CITY). Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. 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 October 14, 2013 for providing the services required hereunder. CONSULTANT shall be solely responsible for compensating its personnel, agents, subcontractors, officers, directors and employees for any wages and expenses, including but not limited to the following: salaries, wages, payroll taxes, healthcare benefits, disability insurance, workers compensation insurance, unemployment insurance, retirement contributions, expenses, travel costs, lodging, meals, and any other form of benefit, compensation or cost reimbursement. CITY shall have the right to confirm that CONSULTANT has performed work consistent with the Scope of Work. Payment shall be subject to final approval and satisfaction of the CITY.

A New Section 2.1 is added to the Agreement to read as follows:

Section 2.1 City shall only be responsible for reimbursing Consultant's expenses the amount and purpose of which has been submitted to and approved by the City Manager in advance as provided below. Except as specifically provided in this Agreement, City shall not be responsible for any other charges, fees or costs of Consultant under this Agreement. Consultant shall be reimbursed only for reasonable travel and out of pocket expenses for travel beyond the City of Needles approved in advance by the City Manager in accordance with Section 618 of the City of Needles Employee Handbook attached to this Amendment as Exhibit A by timely submitting appropriate expense reports and receipts. The City shall not be responsible to reimburse Consultant for meals or travel to and from Needles. Mileage rates are limited to those published by the Internal Revenue Service. This Section 2.1 contains the entire agreement between City and the City regarding the reimbursement of expenses and shall supersede any contrary or additional provisions in the original Agreement or Exhibit "A" to the original Agreement.

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: _____
City Clerk

Development Management Group, Inc., a
California corporation

By: Michael J Bracken
Michael Bracken, Managing Partner

Date: March 3, 2022

EXHIBIT "A"
(Section 618 of the City of Needles Employee Handbook)

Signature: 
Michael Bracken (Mar 3, 2022 18:23 PST)

Email: michael@dmgeconomics.com






First Amendment to Services Agreement v2

Final Audit Report

2022-03-04

Created:	2022-03-04
By:	Patrick martinez (pmartinez@cityofneedles.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJI9BrxBNppnmndszBD5cAU-r3FBRqNw

"First Amendment to Services Agreement v2" History

-  Document created by Patrick martinez (pmartinez@cityofneedles.com)
2022-03-04 - 1:36:58 AM GMT- IP address: 69.161.204.209
-  Document emailed to Michael Bracken (michael@dmgeconomics.com) for signature
2022-03-04 - 1:37:21 AM GMT
-  Email viewed by Michael Bracken (michael@dmgeconomics.com)
2022-03-04 - 1:43:30 AM GMT- IP address: 104.28.85.58
-  Document e-signed by Michael Bracken (michael@dmgeconomics.com)
Signature Date: 2022-03-04 - 2:23:36 AM GMT - Time Source: server- IP address: 72.132.40.147
-  Agreement completed.
2022-03-04 - 2:23:36 AM GMT



City of Needles, California Staff Report

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 22, 2017

Title: Consideration of Economic Development Services Agreement with Development Management Group, Inc. (DMG Economics) for the Period of August 1, 2017 to June 30, 2019 (On-Call)

Background:

The City of Needles contracted with Development Management Group, Inc. in November, 2013 to begin work on/about December 1, 2013. The contract was to provide economic development consulting services for the period of 12/1/13-6/30/15. The City of Needles extended the original contract of DMG, Inc. (with budget adjustments) for FY 15-16.

Process of Economic Development (Economic Infrastructure)

DMG began by working with the business community and city council to create an economic development strategic plan. Said plan was adopted in April, 2014.

DMG also generated a market brief that is used to attract economic investment. On one piece of paper (two-sided) it gives the local and regional demographics as well as the retail market opportunity. The market brief was updated in April, 2016 to reflect new demographics and market opportunities.

Marketing the Community

DMG's approach is to utilize the Needles market information to introduce the community and economic opportunity to a variety of potential economic investors. DMG focused on retail, hotel, transportation and institutional. Their work has been in person, trade events and with existing relationships. Some of the recruitment events they have participated in include:

ICSC-Las Vegas (2014, 2015 and 2016)

ICSC-San Diego (2014, 2015 and 2016)

Retail Live (2014, 2015 and 2016)

Imperial Valley Renewable Energy Conference (2015 and 2016)

Electronic Marketing to Retailers/Brokers/Developers (database of 500+)

Electronic Marketing to Home Builders (database of 3,000 along Western United States)

* 16



City of Needles, California Staff Report

Successes

While economic development success is understandably a matter of opinion, DMG's approach to economic development is "anything that raises the overall wealth of a community and its residents" is economic development. The following are projects that they have had significant involvement in bringing the economic investment to Needles:

Dollar General

In May, 2014, DMG, Inc. met with Dollar General to talk about economic opportunity in Needles. Over a year-long relationship building process, Dollar General reached out to one of their preferred builder/developers and engaged in a potential project. In May, 2015 we began working with SimonCRE on a potential store location. By July, 2015 the City had received a full application for development. In September, 2015 the Planning Commission and the City Council had taken action to approve their development. In April, 2016 (with full entitlements and permits), Dollar General began construction of a 9,100 square foot store at approximately J Street and Hospitality. Dollar General opened in September, 2016.

AutoZone

In May, 2014 DMG, Inc. began building a relationship with AutoZone to bring a new store to Needles, CA. The focus of a store would be to support a combination of the local community, travelers on I-40 and those utilizing marine equipment on the Colorado River. In the fall of 2015, AutoZone went into escrow on a site in Needles Towne Center to develop a 6,000 square foot store. The store is currently under construction and is expected to open within the next 60 days.

Amtrak

In January, 2014 DMG, Inc. began working with Amtrak. While most community members were under the belief that there was a "done deal" for Amtrak to move into the El Garces, we quickly learned that while there had been some preliminary discussions, that indeed no lease was in place, nor was there agreement. In fact, Amtrak was under the belief that the entire lease would be subsidized by the City. While the process (ultimately) took two (2) years (through no fault of the City), Amtrak now operates a new terminal inside the El Garces. This means that passengers have a safe place to utilize Amtrak passenger services in a more climate controlled environment.

99 Cents Only

Shortly after City of Needles engaged with DMG, Inc., Basha's notified us of a pending closure. While we did work on retaining the business, Basha's was quick to note that the \$180,000 annual subsidy being paid was not enough. Our goal became to replace them. The grocery industry has limited players for smaller communities. We were able to help acquire 99 Cents Only to the region.



City of Needles, California Staff Report

Route 66 Auto

Worked with the property owner of the former Chevrolet Dealership, providing market and technical assistance to Phil Bor and Dana Layton to open Route 66 Auto Sales, specializing in both classic/special interest vehicles supporting the entire river-region market.

BNSF Training Facility (El Garces)

Upon the completion of the current phase of El Garces, DMG, Inc. has worked to develop a relationship with BNSF local administrator (Paul Hamm). The relationship has resulted in BNSF utilizing the El Garces Meeting Room (Luggage Room) for about 75 days over the last nine months. The City has received about \$30,000 from lease revenue as a result of BNSF's usage.

Additionally, at the time that the El Garces became available for use (completion of lower portion remodel), DMG, Inc. provided the staff work to generate some of the rules and regulations ultimately adopted by the City Council for use. This has resulted in the use of the El Garces for a variety of events and activities to support the entire community.

Chamber of Commerce Facility

During the summer of 2014, DMG negotiated the deal points appropriate in order to effectuate an agreement with the Needles Chamber of Commerce to construct a new facility. After working through negotiations and agreements, DMG, Inc. assisted the City with the ultimate transfer of land to the Chamber to construct their new regional facility.

Budget: The recommended City Council action is to provide an annual maximum for the On-Call Agreement of \$48,000.

Termination: The City of Needles and Development Management Group, Inc. shall both have the ability to terminate this agreement with thirty (30) days written notice.

Fiscal Impact: The proposal by DMG is to continue providing economic development services for a maximum contract amount of \$48,000 per year.

Critical Timeline: None

Environmental: Consideration of a Professional Services is exempt from CEQA

Recommendation: Staff recommends that the City Council a Business Consulting Agreement with Development Management Group, Inc. and authorize the City Manager to enter into such Agreement.

Attachments: Business Consulting Agreement Proposal by Development Management Group, Inc.



City of Needles, California Staff Report

Submitted By: Richard A. Daniels, City Manager

City Management Review:

Fia

Date:

8/17

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

16



Development Management Group, Inc.

economic development ■ fiscal & economic impact analysis ■ development management

BUSINESS CONSULTING AGREEMENT / PROPOSAL

Mr. Rick Daniels
City of Needles, California
817 Third Street
Needles, CA 92363

RE: *Business Consulting Agreement Proposal No. 080317: City of Needles, California: Economic Development Consulting (On-Call)*

Dear Daniels:

Thank you for the opportunity to present to you this Business Consulting Agreement (BCA) to provide economic development consulting services to the City of Needles, California. The purpose of this BCA is to detail services that Development Management Group, Inc. may be asked to provide the City of Needles in support of your economic investment efforts to expand your local economy.

This document shall detail the /proposal between the City of Needles, a California Municipal Government (hereinafter referred to as "City") and Development Management Group, Inc. (hereinafter referred to as "Consultant").

This Agreement shall act as a Representation Authorization for purposes of meeting with appropriate and applicable officials for activities as directed by City in connection with the tasks described below.

Professional Services DMG, Inc. May be Asked to Provide (On an "On-Call" Basis)

1. Demographic research for the City of Needles and the surrounding market area.
2. Retail market opportunity analysis for the City of Needles and the surrounding market area.
3. Customized research for particular companies that the City of Needles is targeting for location, expansion and/or relocation.
4. DMG, Inc. is qualified to make specific presentations to business prospects (retail, commercial and industrial) in support of efforts to attract additional investment into the community.
5. Economic, employment and/or fiscal impact analysis of proposed development projects in an effort to properly provide information to the residents, businesses, councilmembers and staff within the City of Needles.
6. Economic Analysis that assists the City in understanding the recommended value of land and certain economic investment transactions in support of expanding the local economy.

41-625 Eclectic Street, Suite D-2 ■ Palm Desert, CA 92260
Ph: (760) 346-8820 ■ Fax: (760) 346-8887 ■ Mobile: (760) 272-9136
michael@dmgeconomics.com ■ www.dmgeconomics.com

6. Pre-annexation fiscal impact analysis on behalf of the City of Needles.
7. Preparation for and represent of City of Needles at industry trade-shows including the International Council of Shopping Centers (ICSC) Las Vegas International and Western Regional Conference(s).
8. Customized market research for a variety of industries (in addition to retail, which is specified above).
9. Project management and ombudsman services to the City of Needles serving as a go-between and on-going communicator between the City and a developer/development project.
10. Economic development training to community members, business leaders, councilmembers and staff (DMG, Inc. has previously designed a 2-3 hour certification course that has been presented over 10 times in various communities).
11. Additional economic development and post-redevelopment related services as needed (and mutually agreed upon).

Insurance

Development Management Group, Inc. shall have a Certificate of Liability Insurance (ACORD) with the City of Needles named as additional insured prior to commencement of any work under this Agreement. DMG, Inc. respectfully requests that the City of Needles accept the following insurance limits as satisfactory based on the professional services being provided.

Professional Error & Omission

Issued by: Continental Casualty Insurance Company / Policy Number: 425311802: \$1,000,000

Commercial General Liability

Issued by: Sentinel Insurance/ Policy number 72 SBA IB8260

Commercial General Liability: \$2,000,000

Personal and Advertising Injury: \$2,000,000

Medical Expense (any one person): \$10,000

Damages to Premises Rented to DMG, Inc.: \$1,000,000

Aggregate Limits Products-Completed Operations: \$4,000,000

General Aggregate: \$4,000,000

Umbrella Liability: \$1,000,000 (each occurrence & aggregate) (\$10,000 retention)

Automotive and Automobile Liability

Issued by: Farmers/Trucker's Exchange / Policy number 606290333: \$1,000,000

Workers Compensation

Development Management Group, Inc. is currently utilizing the self-employee exemption as we currently have no employees. At such time as employee(s) are hired, proof of insurance will immediately be provided to the City of Needles (exemption letter attached)

Hold Harmless

Development Management Group, Inc. shall hold the City of Needles harmless regarding any claims resulting from personal injury or automobile accidents.

Termination

In the event that the Consultant does not perform the work in this Agreement or becomes unable to perform such work, the City of Needles shall have the right to terminate this Agreement with thirty (30) days written notice. At such time, Consultant shall have the right to submit an invoice for work performed to date along with the actual work performed to the City of Needles. The City of Needles shall have thirty (30) days for which to make payment to Consultant for all work performed prior to termination.

Compensation

The City shall pay consultant for the services described herein as follows:

DMG, Inc. shall be compensated at a retainer rate of \$175 per hour. Additionally, DMG, Inc. shall be reimbursed for reasonable and customary expenses in the course of carrying out the tasks described previously. In general this will account for our travel time, travel expenses, entry/trade show fees and partnership at the ICSC Western Conference (usually held in Los Angeles or Southern California).

All payments to Consultant shall be paid by the City of Needles within thirty (30) days of submittal of an invoice and a signed United States Internal Revenue Service W-9.

Certainty of Fee Arrangement and Contract Limit

DMG, Inc. shall commit to the proposed fee arrangement being in place until June 30, 2019.

Conflict Procedures & Disclosures

DMG, Inc. is a highly experienced economic development consulting firm and does have both active and inactive clients throughout Southern California. Within the Inland Empire specifically, we have active contracts with Manheim Investments (their nearest facilities are in Riverside and Fontana) and Elmore Sports Management (the operators of the Inland Empire 66'ers California League Professional Baseball Franchise).

Additionally it is disclosed that the Managing Partner of Development Management Group, Inc. (Mr. Michael Bracken) serves on the Board of Directors of Community Valley Bank, a publically traded financial institution headquartered in Imperial County. Further his direct ownership (inclusive of both stock and stock options) does not exceed 5% of total bank ownership.

Agreement Execution

AGREED: _____
City of Needles, California
Rick Daniels, City Manager

Date: _____

AGREED: Michael J. Bracken
Development Management Group, Inc.
Michael Bracken, Managing Partner

Date: _____

RESOLUTION NO. 2013-46

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, APPROVING
AN AGREEMENT BETWEEN THE CITY OF NEEDLES
AND DEVELOPMENT MANAGEMENT GROUP, INC.
FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

WHEREAS, on September 24, 2013, the City issued a Request for Proposals (RFP) for Economic Development Consultant; and

WHEREAS, the RFP was sent to the California Association for Local Economic Development (CALED) who distributed it to their private sector list of 126 individuals and/or companies; and

WHEREAS, proposals were received until October 18, 2013 and at that time, two responses had been received; one from Development Management Group, Inc. (DMG) and one from Rosenow Spevacek Group Inc. (RSG); and

WHEREAS, after a detailed review of both proposals, staff recommends that the City Council approve an agreement with DMG to provide economic development consulting services to the City of Needles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves an agreement between the City of Needles and Development Management Group, Inc. for economic development consulting services, subject to City Attorney review and approval of said agreement.

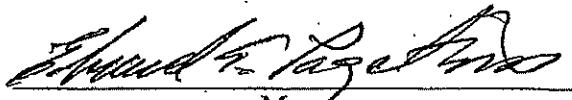
BE IT FUTHER RESOLVED that the City Manager is hereby authorized to execute said agreement for and on behalf of the City of Needles after approval and execution by the City Attorney.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of November, 2013, by the following roll call vote:

AYES: COUNCIL MEMBERS LOPEZ, KIDD, FRAZIER, DARCY AND GUDMUNDSON

NOES: NONE

ABSENT: COUNCILMEMBER CAMPBELL

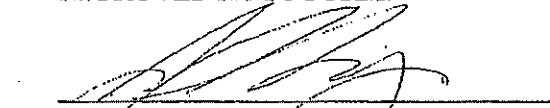

Mayor

(SEAL)

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

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

This Consulting Services Agreement ("Agreement"), entered into on Dec 1, 2013, is made by and between the City of Needles, a municipal corporation (hereinafter "CITY") and Development Management Group, Inc., a California corporation (hereinafter "CONSULTANT") (collectively sometimes referred to hereinafter as "the parties") for Economic Development Consulting Services; specifically to develop the Business Recruitment/Investment Attraction Services for the City of Needles.

RECITALS

A. WHEREAS, CITY has determined it is necessary to develop Business Recruitment/Investment Attraction Services for the City of Needles, CITY solicited proposals from various firms for Economic Development Consultant services. The scope of work for said services is attached hereto as Exhibit A and is hereby incorporated herein by reference;

B. WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform the services required by this Agreement;

C. WHEREAS, CITY desires to engage CONSULTANT to provide consulting services to the CITY on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED, by and between the CITY and CONSULTANT as follows:

AGREEMENT

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in the Scope of Work, attached hereto as Exhibit A, at the time and place and in the manner specified therein. Services shall only include time actually spent by CONSULTANT for work performed at its office, CITY hall or at a conference on behalf of the CITY. CONSULTANT services DO NOT include any travel time to or from the CITY, to or from meetings or to or from Conferences, seminars, trade shows etc., Travel time and transportation and any liability related thereto are the sole responsibility of CONSULTANT, its employees, agents and subcontractors. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall control.

1.1 Term of Services. The term of this Agreement shall be for a period beginning on December 1, 2013 and ending on June 30, 2015 ("Termination date"). Subject to such policy direction and approvals as the CITY may determine from time to time, CONSULTANT shall perform the work described in Exhibit A prior to the termination date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to CONSULTANT to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of this Agreement.

1.2 Standard of Performance. CONSULTANT shall perform all services required pursuant to this Agreement, including but not limited to the services set forth in Exhibit "A", in accordance with all applicable local, state and federal laws and regulations. CONSULTANT shall perform the services provided under this Agreement and in Exhibit A consistent with industry standards observed by a competent practitioner of the profession in which CONSULTANT is engaged.

1.3 **Assignment of Personnel.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement desires the reassignment of any such persons, CONSULTANT shall immediately upon receiving notice from CITY of such desire, reassign such person or persons.

1.4 **Time.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. As further described in Exhibit B, CITY shall pay CONSULTANT for services rendered under this Agreement a sum of \$7,000 per month. Such payments shall be the only payments from CITY to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all invoices to CITY in the manner specified herein, and as stated in Exhibit A (invoices will be paid upon completion of services and delivery of invoice to the CITY). Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person.

CONSULTANT and CITY acknowledge and agree that compensation paid by CITY to CONSULTANTS under this Agreement is based upon Consultant's written proposal dated October 14, 2013 for providing the services required hereunder. CONSULTANT shall be solely responsible for compensating its personnel, agents, subcontractors, officers, directors and employees for any wages and expenses, including but not limited to the following: salaries, wages, payroll taxes, healthcare benefits, disability insurance, workers compensation insurance, unemployment insurance, retirement contributions, expenses, travel costs, lodging, meals, and any other form of benefit, compensation or cost reimbursement.

CITY shall have the right to confirm that CONSULTANT has performed work consistent with the Scope of Work. Payment shall be subject to final approval and satisfaction of the CITY.

2.1 **Invoices.** CONSULTANT shall submit invoices, not more than once per month during the term of this Agreement, based on the amounts identified in Exhibit A for services performed prior to the invoice date. CONSULTANT shall further submit a final invoice as provided in Exhibit A upon completion of all services provided in this agreement. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement;
- The Consultant's signature.

2.2 **Monthly Payment.** CITY shall make monthly payments required herein for services satisfactorily performed, and for pre-authorized reimbursable costs incurred. CITY shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay CONSULTANT

2.3 **Final Payment.** CITY shall pay the total sum due pursuant to this Agreement within thirty (30) days after satisfactory completion of the services and submittal to CITY of a final invoice.

- 2.4 **Total Payment.** CITY shall pay for the services rendered by CONSULTANT pursuant to this Agreement. In no event shall CONSULTANT submit any invoice for an amount in excess of the maximum amount of compensation provided above, either for a task or for the entire Agreement, unless the Agreement is modified as provided in Section 8.3 prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Reimbursable Expenses.** Unless otherwise specified in Exhibit B, any and all expenses of any kind incurred by Consultant in performing services under this Agreement are included in the total amount of compensation provided under this Agreement. In other words, CONSULTANT shall be responsible for any expenses and costs that CONSULTANT incurs in connection with providing services to CITY unless CONSULTANT obtains written authorization from CITY wherein the CITY agrees in advance and in writing to reimburse CONSULTANT for an anticipated cost or expense.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of any taxes due in connection with the services provided pursuant to this Agreement and as a result of the fee paid by CITY to CONSULTANT under this agreement. CONSULTANT'S responsibility for taxes shall include, but not be limited to, employment and payroll taxes incurred under this Agreement and any similar federal, state or local taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8.1 of this Agreement, the City shall compensate the Consultant for any fees due to CONSULTANT on a pro rata basis as of the date of termination.
- 2.8 **Authorization to Perform Services.** CONSULTANT must receive authorization from the Contract Administrator prior to performing services or incurring costs. The CONSULTANT is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator. The CITY shall designate the Contract Administrator in writing.

Section 3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, provide all facilities, offices, vehicles, office supplies, equipment and other items that may be necessary to perform the services required by this Agreement.

In no event shall CITY be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities. Said facilities, equipments and supplies are the sole responsibility of CONSULTANT.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, CONSULTANT, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONSULTANT and its agents, representatives, employees, and subcontractors. CONSULTANT shall provide proof satisfactory to CITY of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall maintain the insurance policies required by this section throughout the entire term of this Agreement. The cost of such insurance shall be absorbed by the Consultant as part of its fee. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until CONSULTANT has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to CITY. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** CONSULTANT shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, CONSULTANT may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. CONSULTANT shall notify CITY within fourteen (14) days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

If CONSULTANT is exempt from provisions of Workers' Compensation under the Section 4151(a) election, documentation of such shall be provided inclusive of the legal opinion and the notification of election.

4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 **General requirements.** CONSULTANT, at its sole cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

- 4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. CITY and its officers, employees, agents, and volunteers shall be covered as additional insured's with respect to each of the following: liability arising out of acts or omissions by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied, or used by CONSULTANT; and automobiles owned, leased, or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the CITY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the CITY shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY; CONSULTANT shall notify CITY within fourteen (14) days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. CONSULTANT, at its sole cost and expense, shall maintain claims occurred coverage for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$25,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. CONSULTANT shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Variation. The CITY may approve a variation in the foregoing insurance requirements, upon a determination that the coverage's, scope, limits, and forms of such insurance are either not commercially available, or that the CITY's interests are otherwise fully protected.

4.4.5 Deductibles and Self-Insured Retentions. CONSULTANT shall disclose to and obtain the approval of CITY for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, CONSULTANT may increase such deductibles, or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that CONSULTANT procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at Consultants earliest possible opportunity and in no case later than five (5) days after CONSULTANT is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies CITY may have, if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option exercise any of the following remedies:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof, and/or
- Terminate this Agreement.

Such remedies are alternatives to other remedies CITY may have and are not the exclusive remedy for CONULSTANT'S breach.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. CONSULTANT shall indemnify, defend with counsel selected by the CITY, and hold harmless the CITY and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law, regulation or

ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of CONSULTANT or its employees, subcontractors, or agents. The foregoing obligation of CONSULTANT shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the CITY or its officers, employees, agents, or volunteers and (2) the actions of CONSULTANT or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by CITY of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, CONSULTANT acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.2 **CalPERS Indemnification.** In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the contributions, payment and any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3 above. CITY shall NOT have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees' Retirement System (CalPERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for CalPERS benefits. CONSULTANT shall not allow any employee to become eligible for a claim for CalPERS benefits. CONSULTANT shall be responsible for directing and supervising the hours and work of its personnel.
- 6.2 **Consultant Not Agent.** Except as CITY may specify in writing, CONSULTANT, its officers, employees, agents, and subcontractors shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT, its officers, employees, agents, and subcontractors shall have no authority, express or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever, and shall not represent to any person or business that they have such power.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement
- 7.2 **Compliance with Applicable Laws.** CONSULTANT and any subcontractors shall comply with all federal, state, and local laws, codes, ordinances, decrees, and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract. CITY is not responsible for Consultant's failure to comply with any or all of the requirements contained in this paragraph.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, CONSULTANT and any subcontractors shall comply with all applicable rules and regulations to which CITY is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** CONSULTANT represents and warrants to CITY that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals as are legally required and necessary to complete this project. CONSULTANT represents and warrants to CITY that CONSULTANT and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and complete this project. In addition to the foregoing, CONSULTANT and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from CITY.
- 7.5 **Nondiscrimination and Equal Opportunity.** CONSULTANT shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by CONSULTANT under this Agreement. CONSULTANT shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONSULTANT thereby.
- CONSULTANT shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** CITY shall have the right to cancel this Agreement AT ANY TIME and WITHOUT CAUSE upon written notification to CONSULTANT. Such termination shall become immediately effective.

CONSULTANT may cancel this Agreement upon thirty (30) days' written notice to CITY and shall include in such notice the reasons for cancellation.

In the event of termination, CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; CITY, however, may condition payment of such compensation upon CONSULTANT delivering to CITY any or all documents,

photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

- 8.2 **Extension.** CITY may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. CONSULTANT understands and agrees that, if CITY grants such an extension, CITY shall have no obligation to provide CONSULTANT with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, CITY shall have no obligation to reimburse CONSULTANT for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties or a properly executed change order.
- 8.4 **Assignment and Subcontracting.** CITY and CONSULTANT recognize and agree that this Agreement contemplates personal performance by CONSULTANT and is based upon a determination of Consultant's unique personal competence, experience, skill and specialized personal knowledge. Moreover, a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of CONSULTANT. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. CITY retains the right to require reassignment of personnel as provided for in Section 1.3 above.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between CITY and CONSULTANT shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If CONSULTANT materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1 Immediate termination of the Agreement;
 - 8.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONSULTANT pursuant to this Agreement;
 - 8.6.3 Retention of a different consultant to complete the work described in Exhibit A not finished by CONSULTANT; or
 - 8.6.4 Charging CONSULTANT the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that CITY would have paid CONSULTANT pursuant to Section 2 if CONSULTANT had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any

other form, that CONSULTANT prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the CITY. CONSULTANT hereby agrees to deliver those documents to the CITY within 15 calendar days after termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the CITY and are not necessarily suitable for any future or other use. CITY and CONSULTANT agree that, until final approval by CITY, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 **Consultant's Books and Records.** CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the CONSULTANT under this Agreement
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires CONSULTANT to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the CITY. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of the CITY, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any legal action, including an action for declaratory relief, arising out of or to enforce or interpret a provision of this Agreement, the prevailing party shall be entitled costs and reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in California Superior Court in the County of San Bernardino or in the United States District Court for the Central District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. CONSULTANT shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. CONSULTANT shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY's interests. CONSULTANT may contract with other clients, but shall not accept employment or engage in any consulting work within the corporate limits of CITY or with business, regardless of location, who would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* with CITY.

CONSULTANT shall not employ any CITY official in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement that would violate California conflict of interest laws, including but not limited to the Political Reform Act, Government Code Sections 1090 *et seq.* or California common law relating to conflicts of interest.

CONSULTANT hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the CITY. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, CONSULTANT warrants that it did not participate in any manner in the forming of this Agreement. CONSULTANT understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to the CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Contract Administration. This Agreement shall be administered by the City Manager or his or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 Notices.

Any written notice to CONSULTANT shall be sent to:

Michael Bracken, Managing Partner
Development Management Group, Inc.
73-845 Highway 111, Suite 202
Palm Desert, CA 92260

Any written notice to CITY shall be sent to:

Rick Daniels, City Manager
City of Needles
817 Third Street
Needles, CA 92363

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF NEEDLES

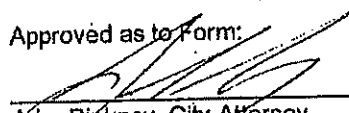

Rick Daniels, City Manager

Date: 12/10/13


Attest:


Dale Jones, City Clerk
Date: 12-10-13

Approved as to Form:


John Pinkney, City Attorney
Date: _____

CONSULTANT


Michael Bracken, Managing Partner

Date: 11/25/13

2

EXHIBIT A: SCOPE OF WORK AND COMPENSATION

Development Management Group, Inc. shall be responsible for incorporating the previously prepared and approved SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis into an Economic Development Strategic Implementation Plan. Said plan will be mostly based on previous research and work completed but will incorporate action steps and specific performance timelines. Said Economic Development Strategic Implementation Plan shall be drafted and ready for the review of the City Council and appropriate community organizations within ninety (90) days of a "notice to proceed" or execution of contract.

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

Economic Development Committee/Commission
Chamber of Commerce/Hotelier's Association/Visitor's Center
City Council
Community Development/Planning
Public Works/Engineering
Finance
City Manager's Office
Film Commission
City Attorney's Office
Other professional service consultants under contract

2. DMG shall create new relationships and ongoing communication lines with:

Real Estate Developers
Commercial and Residential Real Estate Brokers
Lending Sources (Banks and other Lending Institutions)
Retailers
Industrial Development Users
Renewable Energy Developers and Users
Additional Potential Businesses that may add to the Employment or Economic Base of the City
of Needles

3. 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 avail office and mobile phone contact along with email for use by said businesses to communicate with DMG.

4. Ombudsman

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.

5. Marketing

DMG shall take the lead in marketing the City of Needles to targeted 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), the Inland Empire Economic Partnership, other identified regional/sub-regional economic development organizations and planning/hosting the annual Tour of Needles.

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, EB-5 (foreign direct investors), 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 Analysis

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.

8. Demographics/Economic Updates

DMG shall avail 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 create and provide a monthly invoice showing the number of hours worked on projects for the City of Needles. Said invoices shall be paid within 30 days of receipt by the City.

Additionally, DMG shall provide the City of Needles appropriate 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 one 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. Compensation

Development Management Group, Inc. shall be paid a sum of \$7,000 per month (retainer amount) inclusive of all costs and expenses of any kind whatsoever incurred by Consultant except as specified below. In consideration of the monthly retainer amount to be paid by City

and in addition to the services required herein, Consultant shall be required to travel to Needles a minimum of twice per month during the term of this Agreement, such required on-site travel to be coordinated with the City Manager and/or his/her designee.

If there is a need for travel beyond Needles (at the approval and discretion of the City Manager and/or his/her designee) DMG, Inc. shall receive reimbursement only for air travel, ground transportation and hotel/lodging in conformance with City of Needles adopted travel policies. At no time shall the City of Needles be responsible for reimbursement for meals.

At no time shall the City of Needles receive an invoice exceeding \$7,000 for any single month, except in an instance whereas DMG, Inc. is requested to travel beyond Needles (i.e. Sacramento or Washington D.C.).



City of Needles, California Request for Council Action

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

Meeting Date: March 22, 2022

Title: Authorize the purchase of one new 74 HP Skip Loader in the amount of \$96,446, one new mini excavator \$58,478 and one tilt trailer in the amount of \$14,245 to Sonsray Machinery not to exceed a total of \$169,169

Background: The existing skip loader in the public works yard is a 1990-unit, replacement parts are difficult to find, and the unit has outlived its useful life. The cemetery has a 1964-backhoe that also has outlived its useful life.

On March 1, 2022 staff issued a request for proposals for one new 74 HP skip loader with an 82" loader bucket and an 84" scraper box for Public Works, one new mini excavator with a 36 inch and 12 inch bucket for the Cemetery, and one 14lb load

capacity tilt trailer to transport such equipment.

The City received one qualifying bid from Sonsray Machinery out of Las Vegas, NV. The mini-excavator and tilt trailer will be available in approximately three weeks and the skip loader will be available in May.

Fiscal Impact: Public Works was allocated \$140,000 at mid-year for the purchase of a skip loader. The Cemetery has \$47,240 available in capital equipment. The total available for the purchase of heavy equipment is \$187,240. The bid received totaled \$169,169.

for sm Sylvia Miledi

Recommended Action: Authorize the purchase of one new 74 HP Skip Loader in the amount of \$96,446, one new mini excavator \$58,478 and one tilt trailer in the amount of \$14,245 to Sonsray Machinery not to exceed a total of \$169,169.

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: *Rick*

Date: *3/22/22*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *6*

Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: 3-11-22

In compliance with the Invitation for Sealed Bids for one new 74 HP skip loader with an 82" loader bucket and an 84" box scraper. the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for one new 74 HP skip loader with an 82" loader bucket and an 84" box scraper.

MODEL:

CASE 570N EP

WARRANTY:

3 years / 3000 hours - \$0 Deductible

TOTAL BID PRICE - \$ 96,445.58

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, freight, and delivery charges but excludes Federal Excise Tax, if any.

DELIVERY DATE 5-25-22

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

BIDDER'S COMPANY

Sonsray Machinery

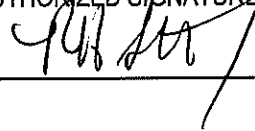
PRINT NAME - AUTHORIZED

RAY STAHL

ADDRESS

300 East Delhi Ave North Las Vegas NV
89032

AUTHORIZED SIGNATURE



TELEPHONE NUMBER

702-649-5012 ext 315

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? YES ☒ NO ☐

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

**WE MOVE MOUNTAINS**

ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON

CASE
CONSTRUCTION300 East Delhi Ave. • North Las Vegas • NV • 89032 TEL: (702) 649-5012
www.SonsrayMachinery.comShip To: City of Needles
817 3rd Street
Needles CA 92363-2933
Invoice To: City of Needles
817 3rd Street
Needles CA 92363-2933Las Vegas
March 7, 2022
Prospect091729rstahl-0456
760-326-2451
Purchase Order:

Sales Person: Ray Stahl

Attention: Rainie Torrance

EQUIPMENT QUOTE/SALES ORDER

CASE 570N EP

Serial #: Stock #: 16125269

\$87,500.00

New Case 570N EP T4 Final - Tractor Loader
Open ROPS Canopy - 4WD

Ride Control, Comfort Steer and 3 Spool Package

Dual Tilt w/Holding Valve - Three Point Hitch - PTO Ready

82" 4 in 1 Loader Bucket - 84" Case Box Scraper - Additional Rear Counterweight

Cold Start Dual Battery - Mech Suspended Operators Seat Vinyl, w/ armrests

12x16.5, 10PR lug tread - 19.5LX24, 10PR STD

***Quote Expires 3/31/2022 ***Build Date 4/15 ***Estimated Delivery Date to Las Vegas 5/4/2022

***Unit Based on Availability ***Financing Available on Approved Credit (OAC)

*** NEW CASE FACTORY WARRANTY TO APPLY

1 YEAR WITH UNLIMITED HOURS - 2nd YEAR POWER TRAIN WARRANTY FOR UP TO 2,000 HOURS

***ADDITIONAL PURCHASE PROTECTION PLAN EXTENDED WARRANTIES ARE AVAILABLE FOR AN ADDITIONAL COST

SONSRAY SIGNATURE SERVICE - A commitment to providing excellent service. During the first year of ownership Sonsray will provide a loaner machine free of charge if we can not fix your machine within 48 hours from the time you have contacted our service department.

PPP-Premier 36/3000 (\$0 Deductible)

\$1,765.33

Quoted Price

\$89,265.33

Sales Tax 7.75 %

\$6,781.25

Processing Fee

\$ 399.00

Cash Due or Finance Amount

\$96,445.58

**NOTICE TO
PURCHASER**

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____

Sales Consultant Ray StahlDate 3-11-22

Print Name _____

Date _____ Accepted By _____

Date _____

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

CASE

CONSTRUCTION



ENGINE

Model	FPT F5HFL463D
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in3 (3.4 L)
Fuel Injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Cooling	Charged air
Engine speeds	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	74 hp (55 kW)
Net*	72 hp (54 kW)
Maximum torque @ 1400 RPM:	
Gross	235 lb-ft (316 N-m)
Net*	228 lb-ft (310 N-m)
Torque rise at rated speed	35% +/- 5%
Radiator:	
Core size area	486 in2 (3 145 cm2)
Rows of tubes	5
33 Degree fan:	
Style	7 blade suction
Ratio	1.1:1
Water pump style	Integral
Engine oil	CJ-4 – semi-synthetic 10W40
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, spin on

NOTE: *with viscous fan.

DRIVETRAIN

Transmission – standard:
4F-4R Power Shuttle Synchronesh
Transmission manual gear shift,
fully synchronized

Gear ratios	Forward/Reverse
1st	5.603/5.603
2nd	3.481/3.481
3rd	1.584/1.584
4th	0.793/0.793
Travel speeds*	mph (kph)
1st	3.8 (6.1)
2nd	6.1 (9.8)
3rd	12.8 (20.6)
4th	24.0 (38.6)
Torque converter ratio*	3.01

Differential-lock On-the-go
push-button activation

Front 4WD/Rear axle*:	
Differential ratio	2.0/2.5
Planetary hub ratio	6.0/6.4
Total reduction ratio	12.0/16.0

Axles rating:

Maximum static – lb (kg):
70,821 (32 124)/90,145 (40 889)/
58,448 (26 511)

Dynamic operating – lb (kg):
44,261 (20 076)/56,200 (25 492)/
35,575 (16 136)

Static operating – lb (kg):
17,704 (8 030)/22,480 (10 197)/
14,230 (6 455)

Service brakes:

Individually applied, hydraulically actuated,
maintenance-free, outboard mounted,
wet disc, 2 per side.

Parking brakes	Trans Mounted spring-applied hydraulic release – SAHR
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NOTE: Travel speeds at 2293 engine RPM
w/ 19.5 L x 24.0 rear tires.

*Specs listed will differ w/ PTO option.

ELECTRICAL

Voltage	12 Volts
Alternator	120 amp
Battery	850 cold-cranking amps
Opt. batteries – 2	850 cold-cranking amps
Power plugs – 2	30 amps total

570N EP

LOADER/TOOL CARRIER

TIER 4 FINAL CERTIFIED

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;
2 halogen headlights; 2 rear flood lights; 2 rear
tail and stop lights; 2 front flashers/turn lights;
2 rear flashers/turn lights; Anti-vandalism cover
for dash and front console – w/ canopy only;
Pre-wired for radio – cab only; Rear fenders w/
storage tray and molded beverage and thermos
holder; Coat hook w/ garment strap; Interior
rearview mirror; non-suspension seat – 15 degree
and 30 degree swivel to the right; 2 in (51 mm)
retractable seat belt; Cup holder/storage tray
mounted on LH fender.

Gauges:

Engine water temperature; Converter oil
temperature; Fuel level; Tachometer/
hourmeter; Voltmeter.

Warning lights:

Air cleaner restriction; Alternator; A/C high
pressure; Cold start; Engine oil pressure
low; Hydraulic oil filter bypass; Parking brake
engagement; Low fuel; Water in fuel.

Audible alarms:

Coolant temperature; Engine oil pressure;
Parking brake engagement; Shuttle
engagement/seat position; Backup; Horn.

OPERATING WEIGHT

Configuration 1 – Lightest:

82 in (2.08 m) Standard bucket, 4WD,
19.5 L x 24.0 rear tires, ROPS canopy,
suspension seat, dual batteries, no operator:
11,134 lb (5 051 kg)

Configuration 2 – Heaviest:

82 in (2.08 m) 4 IN 1® bucket, 4WD,
19.5 L x 24.0 rear tires, enclosed cab,
suspension seat, dual batteries, no operator,
440 lb front weight, 3-point hitch, box scraper:
14,508 lb (6 581 kg)

Attachments:

82 in (2.08 m) buckets:	
4 IN 1®	1,451 lb (658 kg)
General purpose	686 lb (311 kg)
Box scraper	1,592 lb (722 kg)

Cab – over canopy 646 lb (293 kg)

Driveshaft guard 218 lb (99 kg)

Weights:

Counterweight	3,000 lb (1 360 kg)
Rear weight	500 lb (227 kg)
Front weight	440 lb (200 kg)

HYDRAULICS

Pump	Gear pump
Capacity	28.5 gal/min @ 3,000 psi (108 L/min @ 207 ba)

SERVICE CAPACITIES

Fuel tank	30 gal (114.0 L)
Hydraulic system:	
Total	72 qt (68.0 L)
Reservoir w/ filter	58 qt (55.0 L)
Reservoir w/o filter	56 qt (53.0 L)
Transmission:	
2WD – total	18 qt (17.0 L)
Reservoir	11 qt (10.4 L)
4WD – total	21 qt (20.0 L)
Reservoir	14 qt (13.2 L)
Front axle:	
Differential	5.8 qt (5.5 L)
Planetaries – each	0.7 qt (0.7 L)
Rear axle:	
Differential	14.4 qt (13.6 L)
Engine oil w/ filter	8.5 qt (8.0 L)
Cooling system	18.3 qt (17.3 L)
Turning radius - curb to curb, no bucket:	
2WD:	
Brakes on	12 ft 2 in (3.70 m)
Brakes off	12 ft 10 in (3.91 m)
4WD – engaged:	
Brakes on	11 ft 7 in (3.52 m)
Brakes off	13 ft 9 in (4.18 m)
4WD – disengaged:	
Brakes on	12 ft 3 in (3.72 m)
Brakes off	12 ft 11 in (3.92 m)

OTHER SPECIFICATIONS**3-point hitch:**

Category I & II 3-point hitch

Hydraulic lift, pitch, tilt and 2 auxiliary remotes

Vertical lift force:

Lowest point	2,500 lb (11 121 N)
1/5	3,247 lb (14 444 N)
2/5	3,400 lb (15 125 N)
3/5	3,501 lb (15 574 N)
4/5	3,297 lb (14 666 N)
Highest point	2,984 lb (13 274 N)

Front tires:

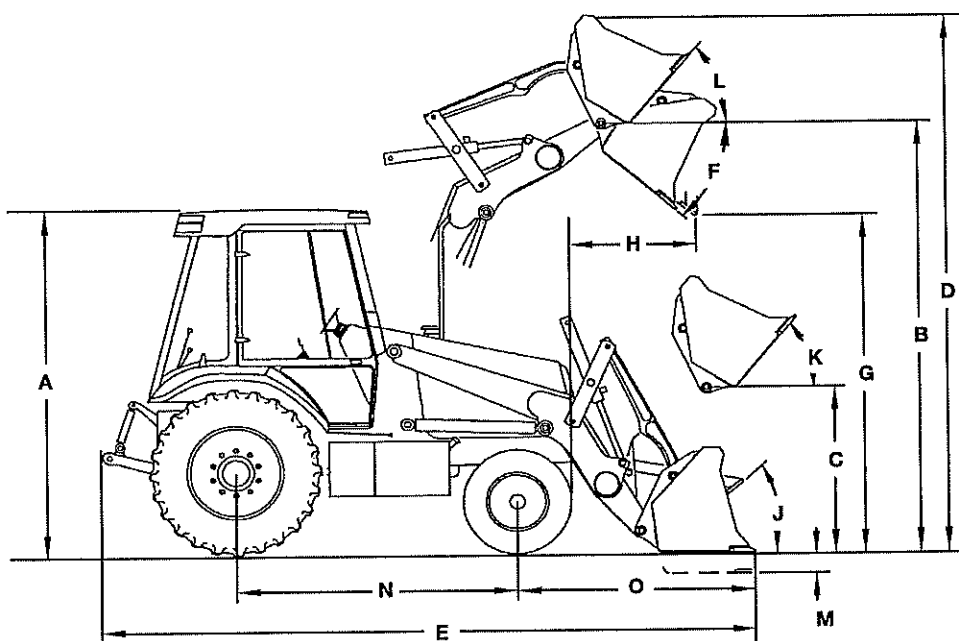
2WD – 11.0 L x 16.0, 10-ply rating

4WD – 12.0 L x 16.5, 8-ply rating

Rear tires:

2/4WD – 19.5 L x 24.0, 10-ply rating

2/4WD – 17.5 L x 24.0, 10-ply rating



Line drawings are for illustrative purpose only and may not be exact representation of unit.

LOADER DIMENSIONS

	19.5 L x 24.0 Tires	17.5 L x 24.0 Tires
A. Height to:		
Top of canopy	9 ft 0 in (2.74 m)	8 ft 9 in (2.67 m)
Height to top of canopy – Low profile ROPS	8 ft 9 in (2.65 m)	8 ft 6 in (2.59 m)
Top of cab	9 ft 0 in (2.74 m)	8 ft 10 in (2.68 m)
	Long Lip Bucket	4 IN 1st Bucket
B. Bucket hinge pin fully raised	11 ft 3 in (3.41 m)	11 ft 3 in (3.41 m)
C. Bucket hinge pin at SAE carry	1 ft 1 in (0.33 m)	1 ft 3 in (0.37 m)
D. Overall operating height – fully raised	13 ft 8 in (4.17 m)	14 ft 3 in (4.35 m)
E. Overall length with 3-point hitch	16 ft 11 in (5.15 m)	16 ft 9 in (5.09 m)
Width over tires:		
11.0 L x 16.0	6 ft 8 in (2.02 m)	6 ft 8 in (2.02 m)
12.0 L x 16.5	6 ft 10 in (2.06 m)	6 ft 10 in (2.06 m)
19.5 L x 24.0	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)
17.5 L x 24.0	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)
F. Dump angle at full height	46°	45°
G. Dump clearance at full height, 45° dump:		
Bucket	8 ft 8 in (2.63 m)	8 ft 11 in (2.71 m)
Clam open	—	9 ft 8 in (2.93 m)
H. Dump reach at full height, 45° dump:		
Bucket	2 ft 2 in (0.66 m)	2 ft 2 in (0.64 m)
Clam open	—	11.9 in (0.3 m)
Bucket rollback:		
J. at Groundline	40°	40°
K. at SAE carry	45°	45°
L. at Full height	Adjustable	Adjustable
M. Digging depth below grade:		
Bucket flat	7.5 in (0.19 m)	6.8 in (0.17 m)
Clam open – dozing	—	4.1 in (0.10 m)
Ground clearance at front axle	10.9 in (0.28 m)	10.9 in (0.28 m)
N. Wheelbase	7 ft 0 in (2.13 m)	7 ft 0 in (2.13 m)
O. Reach from front axle centerline – bucket on ground	6 ft 3 in (1.89 m)	6 ft 1 in (1.85 m)
Maximum clam opening	—	3 ft 3 in (0.97 m)
Moldboard height	—	3 ft 1 in (0.93 m)
Lift capacity to full height	6,503 lb (2 950 kg)	6,537 lb (2 965 kg)
Breakout force:		
Lift cylinders	9,271 lb (41 239 N)	8,766 lb (38 993 N)
Dump cylinders	9,607 lb (42 734 N)	10,325 lb (45 928 N)

NOTE: Loader dimensions taken with 4WD, 19.5 L x 24.0 rear tires and 82 in (2.08 m) general purpose bucket except as noted.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT 3.4 L diesel
Cooled EGR
Diesel Oxidation Catalyst
Full flow engine oil filter
Air cleaner – replaceable dry type with radial seal
Radiator with de-aeration bottle
Antifreeze to -34° F (-37° C)
Foot throttle
Self adjusting belt
Fuel filter with water trap

DRIVE/RAIN

Front axle, as selected:
2WD heavy-duty front axle with 11.0 L x 16.0 tires
4WD heavy-duty mechanically driven rear axle, with 12.0 L x 16.5 tires
Rear axle:
2/4WD heavy-duty outboard planetary drive, with 17.5 L x 24.0 tires
4F-4R Power Shuttle
Synchromesh transmission
Torque converter
On-the-go electric 4WD control
Electric F/R shuttle control
Electric differential lock control, with push-button activation; Located on the loader control lever and side console
Park brake, spring-applied, hydraulic release

HYDRAULICS

Gear pump:
28.5 gal/min @ 3,000 psi
(108 L/min @ 207 bar)
Heavy-duty hydraulic oil cooler
7 micron, spin on oil filter

LOADER

Bucket position indicator
Lifting lugs on standard bucket
Single lever control, with Self-Leveling and Return-to-Dig
Hand-operated clutch disconnects on loader and shift levers
Single lever 5-function loader control: Lift; Dump; Auxiliary function; Clutch cut-out; Differential-lock

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Manual Ride Control
Comfort Steer
ROPS and FOPS certified protective canopy: Short and standard height
ROPS certified cab with heater, defroster, front and rear wipers and floor mat
Cab Convenience Package containing: Flip forward sun visor; Window washer – front and rear; Radio Ready kit, including wiring, speakers and DIN radio mounting; Deluxe Interior Package
Air-conditioning for cab models
Mechanical suspension seat: With armrests – 15° and 30° swivel to the right; Cloth or vinyl; Adjustable seat height, backrest angle; Lumbar and thigh support
Wide seat belt – 3 in (75 mm)

ENGINE

Cold Weather Starting Aid with dual 12 Volt batteries and glow plugs
Block heater
Master disconnect switch and remote jump-start terminals

TRACTOR

Chaff screen – dealer installed option
Auxiliary work lights: 2 front and 2 rear flood for tall canopy and cab
Canopy sun visor – tall canopy only
440 lb (200 kg) front counterweight
Hand throttle – electric
500 lb (227 kg) counterweight, bolted to hitch frame
5th spool auxiliary circuit for 3-point hitch valve
Tool portfolio of additional attachments
3-point hitch with 600 lb (272 kg) Plug in counterweight – cannot be used with PTO
Driveshaft guard
3,000 lb (1 360 kg) rear counterweight
Drawbar
Rear wheel weights 564 lb (256 kg)
PTO:
540 RPM, hydraulically powered rear PTO Ready. PTO hydraulic pump only, no motor

LOADER

Auxiliary hydraulics for loader-mounted equipment
Hydraulic front quick coupler
Mechanical front quick coupler
Buckets – less teeth:
82 in (2.08 m) general purpose Long Lip, with bolt-on cutting edge – includes lift eyes
82 in (2.08 m) general purpose Long Lip, without bolt-on cutting edge – includes lift eyes
82 in (2.08 m) 4 IN 1®, includes 3 Bolt-on cutting edges; Unit must be equipped with auxiliary loader hydraulics
93 in (2.36 m) light duty loader bucket
Loader linkage without loader bucket

OTHER

Tool box – bolt-on step-mounted
Special paint
Spare tires

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE201704570NEP
Replaces Form No. CCE201701570NEP

570N EP

SPECIFICATIONS AND DIMENSIONS

SPECIFICATIONS	570N EP
Engine	FPT F5HFL463D
Displacement/Cylinders – in ³ (L)	207 (3.4)/4
Emissions Certification Solutions*	Tier 4 Final (DOC)
Gross Horsepower @ 2200 RPM – hp (kW)	74 (55)
Net Horsepower @ 2200 RPM – hp (kW)	72 (54)
Maximum Net Torque – lb-ft (N·m)	228 (310)
System Flow – gpm (L/min)	28.5 (108)
Maximum Travel Speed – Forward – mph (kph)	24 (38.6)
3-point Hitch Vertical Force – lb-ft (N·m)	3,501 (15 574)
Lift Capacity @ Full Height – lb (kg)	6,503 (2 950)
Maximum Operating Weight 4WD – lb (kg)	14,508 (6 581)
Lift Cylinders Breakout Force – lbf (kN)	9,271 (41.2)
Dump Cylinders Breakout Force – lbf (kN)	9,607 (42.7)

DIMENSIONS	570N EP
Height to Top of Cab	9 ft 0 in (2.74 m)
Bucket Hinge Pin Height – Fully Raised	11 ft 3 in (3.41 m)
Overall Operating Height – Fully Raised	13 ft 8 in (4.17 m)
Overall Length with 3-point Hitch	16 ft 11 in (5.15 m)
Dump Angle @ Full Height	46°
Dump Clearance @ Full Height, 45° Dump	8 ft 8 in (2.63 m)
Dump Reach @ Full Height, 45° Dump	2 ft 2 in (0.66 m)
Bucket Rollback @ Groundline	40°
Digging Depth Below Grade – Bucket Flat	7.5 in (0.19 m)
Wheelbase	7 ft 0 in (2.13 m)
Reach from Front Axle Centerline – Bucket on Ground	6 ft 3 in (1.89 m)
Turning Radius at Curb, 4WD, Brakes Applied	11 ft 7 in (3.52 m)

Loader dimensions taken with a 4WD, 19.5 L X 24.0 rear tires and 82 in (2.08 m) general-purpose bucket except as noted.
 *DOC = Diesel Oxidation Catalyst



BUILDING A STRONG CASE

Since 1842, we at CASE Construction Equipment have lived by an unwavering commitment to build practical, intuitive solutions that deliver both efficiency and productivity. We continually strive to make it easier for our customers to implement emerging technologies and new compliance mandates.

Today, our global scale combined with our local expertise enables us to keep customers' real-world challenges at the center of our product development. This focus has led to numerous innovations like Ride Control™, EZ-EH controls, blade shake, PowerLift™, over-center boom design and the peace of mind that only CASE ProCare provides.

Every CASE machine is backed by more than 300 North American dealer locations, thousands of OEM, remanufactured and "all-makes" parts, and flexible financing and insurance options that provide the kind of reliable, steadfast support you expect from a professional partner.

We are passionate about improving the lives of others, whether investing in our veterans or raising awareness about local infrastructure initiatives through Dire States. Our goal is to build both stronger machines — and stronger communities.

At the end of the day, we do what's right by our customers and our communities so that they can count on CASE.

CaseCE.com/TC

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Form No. CCE201910TC
Replaces Form No. CCE201904TC

IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

REMOTE CONTROL

SiteWatch™

Available for the 570N EP tractor loader, CASE SiteWatch™ telematics breaks the boundaries of fleet management by allowing you to monitor and manage multiple machines from your office, wherever that may be. No more manually tracking down engine hours and fuel levels. Get real-time performance metrics, idle-time analytics, scheduled maintenance intervals and programmable security alerts sent to any computer, anytime, anywhere.



Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: 3-11-22

In compliance with the Invitation for Sealed Bids for one new 74 HP skip loader with an 82" loader bucket and an 84" box scraper. the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for one new 74 HP skip loader with an 82" loader bucket and an 84" box scraper. AMENDMENT NO. 1

MODEL: CASE CX37C
WARRANTY: 3 YEARS / 3000 Hours - \$0 Deductible

TOTAL BID PRICE "CEMETERY" - \$58,477.50

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, freight, and delivery charges but excludes Federal Excise Tax, if any.

DELIVERY DATE 4-19-22

MODEL: CASE CX37C
WARRANTY: 3 YEARS / 3000 Hours - \$0 Deductible

TOTAL BID PRICE "WASTEWATER" - \$63,358.87

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, freight, and delivery charges but excludes Federal Excise Tax, if any.

DELIVERY DATE 4-19-22

MODEL: Iron Bull TLB 18foot 14000 GVWR
WARRANTY: 3 Years Structure, 2 Years components, and 2 Years Roadside Assistance

TOTAL BID PRICE "TILT TRAILER" - \$14244.88

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, freight, and delivery charges but excludes Federal Excise Tax, if any.

DELIVERY DATE 4-19-22

Are more than one tilt trailer available for purchase? Yes



WE MOVE MOUNTAINS

ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON

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CONSTRUCTION

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Needles CA 92363-2933

Las Vegas
March 10, 2022
Prospect091729

rstahl-0459
760-326-2451
Purchase Order:

Sales Person: Ray Stahl

Attention: Rainie Torrance

EQUIPMENT QUOTE/SALES ORDER

CASE CX37C

Serial #: Stock #: 15671165

\$49,250.00

NEW CX37C MINI EXCAVATOR TIER4
ROPS/CANOPY
2 SPEED
RUBBER TRACKS
TRAVEL ALARM
2 WAY AUX JOYSTICK PROPORTIONAL
LONG ARM WITH THUMB BRACKET
LED WORK LIGHTS AND LED BECON
ADDITIONAL COUNTERWEIGHT
4-WAY ANGLE DOZER BLADE

***Quote Expires 3/31/2021 ***Unit Based on Availability ***Financing Available on Approved Credit (OAC)

*** NEW CASE FACTORY WARRANTY TO APPLY - 24 MONTHS / 3000 HOURS

***ADDITIONAL PURCHASE PROTECTION PLAN EXTENDED WARRANTIES ARE AVAILABLE FOR AN ADDITIONAL COST

SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

36 Inch Bucket	\$2,275.00
12 Inch Bucket	\$1,260.00
PPP-Premier 36/3000 (\$0 Deductible)	\$1,202.66

Quoted Price	\$53,987.66
Sales Tax 7.75 %	\$4,090.84
Processing Fee	\$ 399.00
Cash Due or Finance Amount	\$58,477.50

**NOTICE TO
PURCHASER**

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Store Manager signature required for final acceptance of Sales Order.

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Purchaser's Signature _____

Sales Consultant

Ray Stahl

Date 3-11-22

Print Name _____

Date _____

Accepted By _____

Date _____

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonosray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.



WE MOVE MOUNTAINS ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON

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Las Vegas
March 10, 2022
Prospect091729

rstahl-0463
760-326-2451
Purchase Order:

Sales Person: Ray Stahl

Attention: Rainie Torrance

EQUIPMENT QUOTE/SALES ORDER

CASE CX37C	Serial #: HHKHEL32PE0003839 Stock #:	\$49,250.00
	EQ0049496	

NEW CX37C MINI EXCAVATOR TIER4
ROPS/CANOPY
2 SPEED
RUBBER TRACKS
TRAVEL ALARM
2 WAY AUX JOYSTICK PROPORTIONAL
LONG ARM WITH THUMB BRACKET
LED WORK LIGHTS AND LED BECÓN
ADDITIONAL COUNTERWEIGHT
4-WAY ANGLE DOZER BLADE

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SONSRAY SIGNATURE SERVICE -- A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

Thumb	\$5,280.27
18 inch bucket	\$1,525.00
12 Inch Bucket	\$1,260.00
PPP-Premier 36/3000 (\$0 Deductible)	\$1,202.66

Quoted Price	\$58,517.93
Sales Tax 7.75 %	\$4,441.94
Processing Fee	\$ 399.00
Cash Due or Finance Amount	\$63,358.87

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Sales Consultant

Ray Stahl

Date 3-11-22

Print Name _____

Date _____

Accepted By _____

Date _____

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Las Vegas
March 10, 2022
Prospect091729

rstahl-0462
760-326-2451
Purchase Order:

Sales Person: Ray Stahl

Attention: Rainie Torrance

EQUIPMENT QUOTE/SALES ORDER

Iron Bull 18 Tilt Deck Trailer Serial #: 3EUTB1820N1009022 Stock #: \$11,850.00

New 2022 Iron Bull TLB Trailer
6" Channel Tongue (8.2lbs/ft)
2-7000 lb Dexter Torsion Axles
2 5/16" Adjusted Coupler
3" Structural Crossmembers
20" Deck Height - 11 Degree Loading Angle
Knife Edge Tail (1/4" Diamond Plate)
Removal Diamond Plate Fenders
Rub Rail and Stake Pickets
10K Drop-Leg Jack
4-Standard 3" D-Rings
Radial Tires
E-Z Lube Hubs
3"X10" Cylinder with 1.5 " Shaft
Cambered Dexter Nev-R-Adjust Torsion Axles
Multi-leaf Slipper Spring Suspension
Treated Pine Floor
Lifetime LED Lighting
All Lighting DOT Approved
Molded Sealed Harness with Resistors
7-Way Receiver Female Plug with Adapter
Powdura Power Coat and One Cure Primer
***Includes Delivery to the City of Needles
***Trailer Based on Availability ***Quote Expires 3/31/2022

Factory Freight \$1,000.00

Quoted Price \$12,850.00
Sales Tax 7.75 % \$ 995.88
Processing Fee \$ 399.00
Cash Due or Finance Amount \$14,244.88

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Sales Consultant

Ray Stahl

Date 3-11-22

Print Name _____

Date _____

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ENGINE

Model	Yanmar 3TNV88F-ESHYB
Emissions Certification	Tier 4 Final
Fuel	Diesel
Cylinders	3
Displacement	100.2 in ³ (1 642 cc)
Fuel Injection	Mechanical w/electronic governor
Gross horsepower – SAE J1995 @ 2200 RPM:	24.4 hp (18.2 kW)
Net horsepower – SAE J1349 @ 2200 RPM:	23.7 hp (17.7 kW)
Maximum Engine Torque @ 1200 RPM:	69.4 lb ft (94.1 Nm)
Cooling	Water-cooled

DRIVETRAIN

Travel speeds:	
1st	1.6 mph (2.5 kph)
2nd	2.6 mph (4.2 kph)
Maximum traction force	6,835 lb (3 100 kg)
Gradeability	30° (58%)
Ground pressure:	
Canopy	N/A
Cab	4.83 psi (0.34 kgf/cm ²)

ELECTRICAL

Voltage	12 Volts
Alternator rating	55 amp
Battery	1 x 12 V x 70 Ah 750 CCA

OPERATOR ENVIRONMENT

ROPS/FOPS four post canopy or enclosed cab; ISO 6396:2008 sound pressure level L_{pA}=75dB (A); Pilot operated hand controls and foot pedals; Adjustable seat w/seat belt; Arm rests; 12V socket.

Display includes:

Engine oil pressure warning lamp; Battery charging warning lamp; Engine preheat pilot lamp; Engine coolant temp warning lamp; Air cleaner warning lamp; Overload warning lamp; Travel speed pilot lamp; Fuel low level warning lamp; Air cleaner warning lamp; Hyd. quick coupler lock lamp; Engine coolant temp gauge; Fuel gauge and Hour meter.

OPERATING WEIGHT

Canopy operating weight:

Short arm 7,990 lb (3 625 kg)
Long arm w/additional counterweight
8,350 lb (3 790 kg)

Cab operating weight:

Short arm 8,300 lb (3 765 kg)
Long arm w/additional counterweight
8,660 lb (3 930 kg)

NOTE: w/rubber tracks/no quick coupler/bucket/ fluids/full of fuel/165 lb operator.

HYDRAULICS

Main pumps: Variable displacement tandem axial piston pump + gear pump
Max rated flow: 2 x 9.9 + 6.1 gpm
(2 x 37.4 + 23.1 L/min)

Auxiliary flow @ 3,278 psi (226 bar):

Primary 16.0 gpm (60.5 L/min)
Secondary 16.0 gpm (60.5 L/min)

System relief pressure:

Standard 3,271 psi (226 bar)
Overload relief valve 3,556 psi (245 bar)

Pilot control hydraulic system:

Pump Gear Pump
Maximum capacity 2.6 gpm (9.9 L/min)

Control valves:

Pilot control for boom, arm, bucket, and swing
Mechanical control for left/right travel
and backfill blade

Swing motor:

Fixed displacement
axial piston motor
Automatic spring applied
hydraulic released brake

Travel motor:

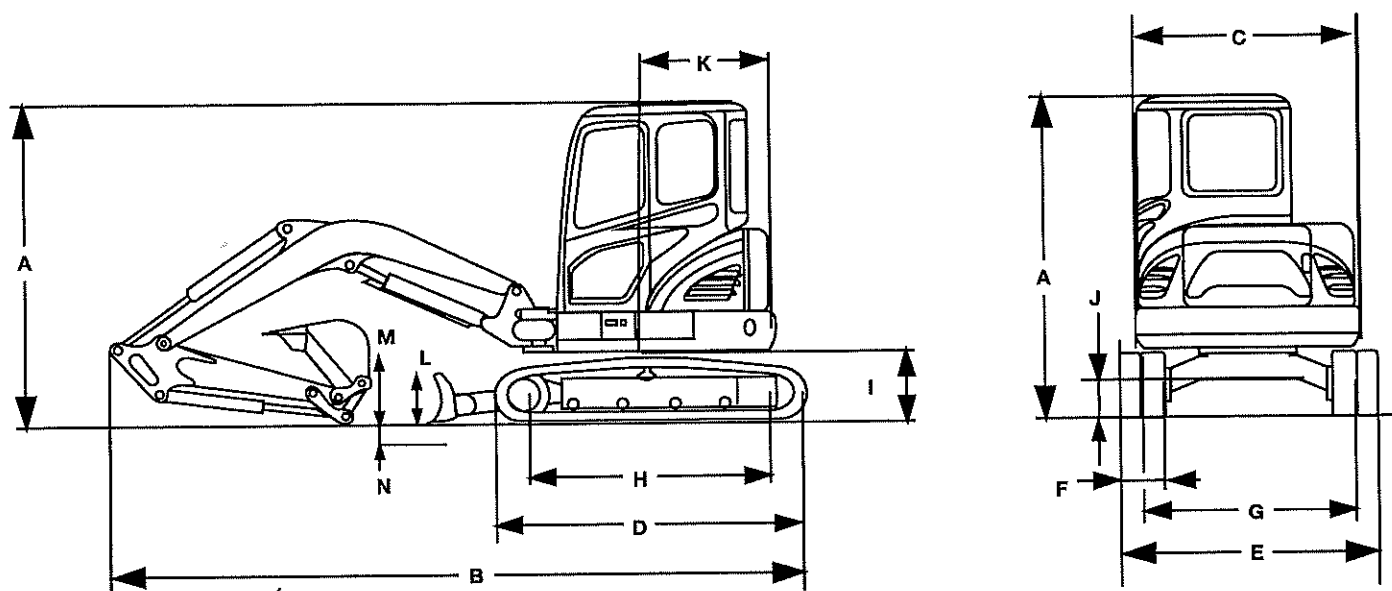
Variable displacement axial piston
2-stage planetary
Automatic spring applied
hydraulic released brake

SERVICE CAPACITIES

Fuel tank	10.5 gal (40 L)
Hydraulic tank:	
Refill capacity	9.8 gal (37 L)
Total system	15.9 gal (60 L)
Engine oil w/filter change	1.8 gal (6.7 L)
Radiator	1.5 gal (5.5 L)

OTHER SPECIFICATIONS

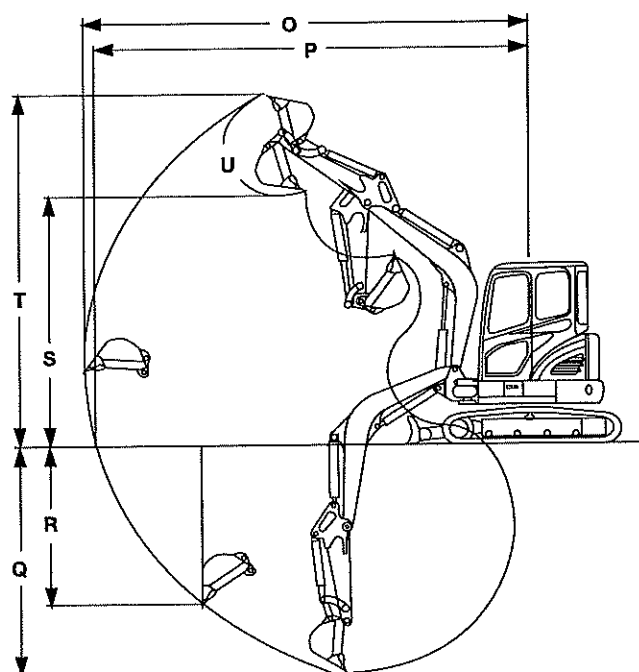
Swing speed	0 – 9.5 RPM
Undercarriage:	
Track rollers	1 upper/4 lower each
Boom:	
Swing	75° left/50° right
Length	8 ft 2 in (2.5 m)
Arm:	
Standard length	4 ft 3 in (1.3 m)
Long arm length	5 ft 3 in (1.6 m)



Line drawings are for illustrative purpose only
and may not be exact representation of unit.

DIMENSIONS

	4 ft 3 in (1.3 m) Arm
A. Overall height	8 ft 2 in (2 500 mm)
B. Overall transport length	15 ft 9 in (4 790 mm)
C. Width of upper structure	5 ft 0 in (1 530 mm)
D. Track overall length	7 ft 0 in (2 130 mm)
E. Track overall width	5 ft 9 in (1 740 mm)
F. Track shoe width	12 in (300 mm)
G. Track gauge	4 ft 9 in (1 440 mm)
H. Center to center - idler to sprocket	5 ft 7 in (1 700 mm)
I. Upper structure ground clearance	1 ft 9 in (540 mm)
J. Minimum ground clearance	11 in (290 mm)
K. Tail swing radius:	
Standard counterweight	2 ft 10 in (870 mm)
Additional counterweight	3 ft 3 in (985 mm)
Boom swing	75° left/50° right
Tail swing overhang:	
Standard counterweight	0 in (0 mm)
Additional counterweight	5 in (115 mm)



BLADE SPECS

	Standard Blade	Angled Blade
L. Backfill blade height	1 ft 3 in (370 mm)	1 ft 4 in (407 mm)
M. Backfill blade rise above ground	1 ft 3 in (375 mm)	1 ft 5 in (428 mm)
N. Backfill blade dig depth	1 ft 3 in (390 mm)	1 ft 5 in (440 mm)
Backfill blade width	5 ft 9 in (1 740 mm)	5 ft 9 in (1 740 mm)

PERFORMANCE SPECS

	4 ft 3 in (1.3 m) Arm	5 ft 3 in (1.6 m) Arm
O. Maximum dig radius	17 ft 5 in (5 315 mm)	18 ft 5 in (5 605 mm)
P. Dig radius at groundline	17 ft 1 in (5 200 mm)	18 ft 0 in (5 495 mm)
Q. Maximum dig depth	10 ft 3 in (3 135 mm)	11 ft 3 in (3 440 mm)
R. Vertical straight wall dig depth	7 ft 2 in (2 190 mm)	8 ft 5 in (2 565 mm)
S. Dump height	11 ft 3 in (3 425 mm)	11 ft 10 in (3 615 mm)
T. Overall reach height	15 ft 9 in (4 810 mm)	16 ft 7 in (5 010 mm)
U. Bucket rotation	180°	180°
Arm digging force - ISO	4,390 lbf (1 990 kgf/19.5 kN)	3,800 lbf (1 720 kgf/16.9 kN)
Bucket digging force - ISO	6,900 lbf (3 130 kgf/30.7 kN)	6,900 lbf (3 130 kgf/30.7 kN)

LIFT CAPACITIES

8 ft 2 in (2.5 m) Boom, 4 ft 3 in (1.3 m) Arm, Dozer Blade Down Canopy unit equipped with 0.11 m³ (SAE heaped) bucket, 12 in (300 mm) rubber track and 900 lb (410 kg) counterweight.

Load/Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	3 ft (1.0 m)		7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	⊙	END	SIDE
+10 ft (3.0 m)									12 ft 11 in (3.94 m)	1,170 lb* (530 kg)*	1,070 lb (490 kg)
+7 ft (2.0 m)					1,380 lb* (630 kg)*	1,380 lb* (630 kg)*	1,210 lb* (550 kg)*	1,020 lb (460 kg)	14 ft 7 in (4.45 m)	1,190 lb* (540 kg)*	830 lb (380 kg)
+3 ft (1.0 m)					1,990 lb* (900 kg)*	1,540 lb (700 kg)	1,400 lb* (640 kg)*	970 lb (440 kg)	15 ft 3 in (4.64 m)	1,240 lb* (560 kg)*	750 lb (340 kg)
Groundline			2,990 lb* (1 320 kg)*	2,500 lb (1 130 kg)	2,410 lb* (1 090 kg)*	1,440 lb (650 kg)	1,570 lb* (710 kg)*	920 lb (420 kg)	14 ft 11 in (4.55 m)	1,320 lb* (600 kg)*	750 lb (340 kg)
-3 ft (-1.0 m)	3,840 lb* (1 740 kg)*	3,840 lb* (1 740 kg)*	4,330 lb* (1 960 kg)*	2,800 lb (1 270 kg)	2,390 lb* (1 090 kg)*	1,410 lb (640 kg)	1,520 lb* (690 kg)*	910 lb (410 kg)	13 ft 8 in (4.17 m)	1,400 lb* (640 kg)*	860 lb (390 kg)
-7 ft (-2.0 m)	5,680 lb* (2 580 kg)*	5,680 lb* (2 580 kg)*	3,190 lb* (1 450 kg)*	2,980 lb (1 310 kg)	1,840 lb* (830 kg)*	1,460 lb (660 kg)			11 ft 0 in (3.36 m)	1,470 lb* (670 kg)*	1,230 lb (560 kg)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

*Indicates load limited by hydraulic capacity.

8 ft 2 in (2.5 m) Boom, 5 ft 3 in (1.6 m) Arm, Dozer Blade Down Canopy unit equipped with 0.11 m³ (SAE heaped) bucket, 12 in (300 mm) rubber track and 1,235 lb (560 kg) counterweight.

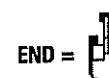
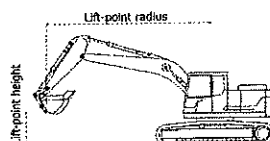
Load/Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	3 ft (1.0 m)		7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	⊙	END	SIDE
+10 ft (3.0 m)							970 lb* (440 kg)*	970 lb* (440 kg)*	14 ft 2 in (4.32 m)	970 lb* (440 kg)*	970 lb* (440 kg)*
+7 ft (2.0 m)							1,060 lb* (480 kg)*	1,060 lb* (480 kg)*	15 ft 8 in (4.78 m)	940 lb* (420 kg)*	840 lb (380 kg)
+3 ft (1.0 m)			3,710 lb* (1 680 kg)*	3,390 lb (1 540 kg)	1,770 lb* (800 kg)*	1,760 lb (800 kg)	1,290 lb* (590 kg)*	1,110 lb (500 kg)	16 ft 3 in (4.95 m)	990 lb* (450 kg)*	760 lb (350 kg)
Groundline			3,060 lb* (1 390 kg)*	3,060 lb* (1 390 kg)*	2,300 lb* (1 040 kg)*	1,630 lb (740 kg)	1,510 lb* (680 kg)*	1,050 lb (470 kg)	16 ft 0 in (4.87 m)	1,140 lb* (520 kg)*	760 lb (350 kg)
-3 ft (-1.0 m)	3,040 lb* (1 380 kg)*	3,040 lb* (1 380 kg)*	4,610 lb* (2 090 kg)*	3,090 lb (1 400 kg)	2,420 lb* (1 100 kg)*	1,580 lb (720 kg)	1,560 lb* (710 kg)*	1,020 lb (460 kg)	14 ft 10 in (4.52 m)	1,250 lb* (570 kg)*	850 lb (380 kg)
-7 ft (-2.0 m)	4,610 lb* (2 090 kg)*	4,610 lb* (2 090 kg)*	3,720 lb* (1 690 kg)*	3,160 lb (1 430 kg)	2,080 lb* (940 kg)*	1,600 lb (730 kg)			12 ft 6 in (3.81 m)	1,340 lb* (610 kg)*	1,120 lb (510 kg)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

*Indicates load limited by hydraulic capacity.



STANDARD EQUIPMENT

ENGINE

Yanmar 3TNV88F-ESHYB
Glow plug starting aid
Dry type air cleaner with restriction indicator

ELECTRICAL

12-volt electrical starting system
Heavy-duty battery
Battery Master Switch
Key Start
Anti-Theft-Engine starting passwords
Front working light
Auto-idle feature with on/off switch
Horn
Pre-wired – Telematics ready

HYDRAULICS

Auxiliary hydraulics – single/bi-directional –
and plumbing to arm
Large hydraulic oil cooler
Control pattern selector valve
Cylinder rod protection covers – Backfill
blade and Boom

TRACK DRIVE

Rubber belt tracks
Automatic 2-speed travel
Fully hydrostatic drive system
Sealed and lubricated track rollers
Track tension adjustment – grease type

UPPER STRUCTURE

Zero tail swing
Standard arm: 4 ft 3 in (1.3 m)
Bucket linkage with lifting hook
Thumb bracket

OPERATOR ENVIRONMENT

See page 1

OTHER

Swing boom – 75° left/50° right
Hydraulic backfill blade

WARRANTY

Base warranty coverage: 2-Year/3,000-Hour
Full Machine Limited Warranty

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cab with Heat and air conditioning and radio
with USB and 2 speakers
Travel alarm

TRACK OPTIONS

Tracks:
Steel Tracks 12 in (300 mm)

OTHER

Additional counterweight adds 330 lb (150 kg)
Optional long arm: 5 ft 3 in (1.6 m)
Hydraulic quick coupler provision
Hydraulic coupler
Klacc coupler
Mechanical coupler
Hydraulic hammer
Beacon
2nd auxiliary circuit
4-way angle blade with 25° left and 25°
right angle offset: adds 220 lb (100 kg)

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Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE202108CX37C
Replaces Form No. CCE201806CX37C

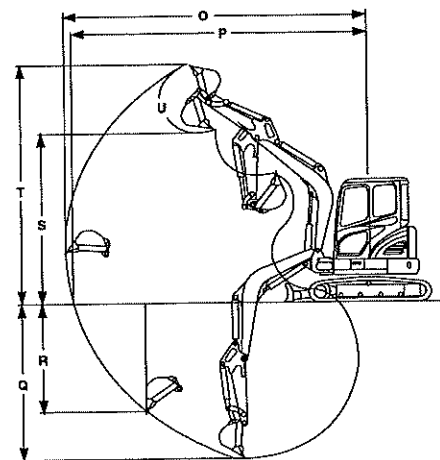
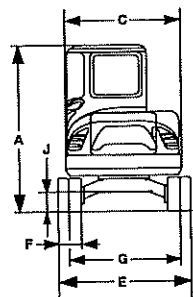
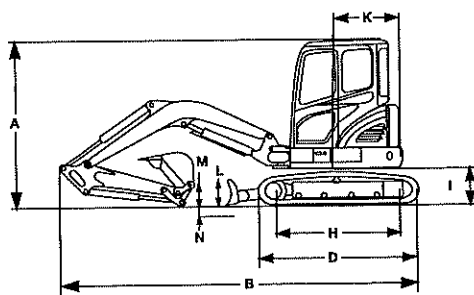
CX37C

FEATURES AND OPTIONS

OPERATION	CX17C	CX26C	CX36C	CX37C	CX57C	CX60C
Tall Swing (zero applies to std. counterweight config. only)	Zero	Zero	Zero	Zero	Conventional	Minimal
Auto Shift 2-speed Travel System	✓	✓	✓	✓	✓	✓
Auto Idle System	-	-	-	✓	✓	✓
Engine Starting Limit Theft Deterrent	✓	✓	✓	✓	✓	✓
Travel Alarm	O	O	O	O	O	O
Fully Hydrostatic Drive System	✓	✓	✓	✓	✓	✓
Offset Swing Boom	✓	✓	✓	✓	✓	✓
Boom Swing Brake (spring applied, hydraulically released)	✓	✓	✓	✓	✓	✓
OPERATOR ENVIRONMENT						
LED Digital Instrument Cluster	✓	✓	✓	✓	-	-
5.7" Color LCD Touchscreen Instrument Cluster	-	-	-	-	✓	✓
Adjustable Suspension Seat w/ Seat Belt	✓	✓	✓	✓	✓	✓
Heated Seats	-	-	-	-	✓	✓
Pilot Operated Joysticks with Proportional Auxiliary Control	✓	✓	✓	✓	✓	✓
Adjustable Wrist Rests	✓	✓	✓	✓	✓	✓
Proportional Auxiliary Pedal Control	O	O	O	O	O	-
Foot Pedal Travel Control	-	✓	✓	✓	✓	✓
Boom Swing Pedal Control	✓	✓	✓	✓	✓	✓
Lockable Storage Compartment	-	✓	✓	✓	✓	✓
Two Post Canopy	✓	-	-	-	-	-
Four Post Canopy	-	✓	✓	✓	-	-
Enclosed Cab with Heat	-	O	O	-	-	-
Enclosed Cab with Heat and AC	-	-	-	O	✓	✓
Rear-view Camera	-	-	-	-	O	O
Automatic Climate Control	-	-	-	-	✓	✓
Bluetooth Radio w/ USB Connector (included with cab)	-	✓	✓	✓	✓	✓
Side Rearward Mirrors	-	✓	✓	✓	✓	✓
HYDRAULICS						
Standard Auxiliary Hydraulics (1-way/2-way combination)	✓	✓	✓	✓	✓	✓
Secondary Auxiliary Hydraulics (2-way)	-	O	O	O	O	O
Control Pattern Selector Valve	✓	✓	✓	✓	-	✓
Electronic Pattern Changer Switch (in cab)	-	-	-	-	✓	-
EXTERIOR						
Rubber Tracks	✓	✓	✓	✓	✓	✓
Steel Tracks	-	-	-	O	O	O
Steel Tracks with Rubber Pads	-	-	-	-	O	O
Rubber Link Tracks	-	-	-	-	O	O
Additional Counterweight	O	O	✓	O	✓	O
Variable Width Backfill Blade	✓	-	-	-	-	-
Variable Width Undercarriage	✓	-	-	-	-	-
2-way Hydraulic Backfill Blade	✓	✓	✓	✓	✓	✓
4-way Hydraulic Backfill Blade	-	-	-	O	O	O
Bucket Linkage with Lifting Hook	-	✓	✓	✓	✓	✓
Extended Length - Long Arm	O	O	-	O	O	O
Thumb Bracket	-	✓	✓	✓	✓	✓
Front Working Lights - Halogen	✓	✓	✓	✓	✓	✓
Front Working Lights - LED	O	O	O	O	O	O
LED Beacon	O	O	O	O	O	O
Cylinder Rod Protection (bucket, arm)	✓	-	-	-	-	-
Cylinder Rod Protection (boom, backfill blade)	✓	✓	✓	✓	✓	✓
COUPLERS						
Mechanical Pin Grabber	O	O	O	O	O	O
Hydraulic Pin Grabber	-	O	O	O	O	O
Kiac Coupler	O	O	O	O	O	O

✓ = Standard O = Option

DIMENSIONS AND SPECIFICATIONS



Line drawings are for illustrative purpose only and may not be exact representation of unit.
NOTE: The dimensions and performance specs below are with the optional long arm configuration.

DIMENSIONS	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Arm	3 ft 8 in (1.12 m)	4 ft 5 in (1.34 m)	3 ft 8 in (1.12 m)	5 ft 3 in (1.6 m)	6 ft 3 in (1.91 m)	6 ft 3 in (1.91 m)
A. Overall Height	7 ft 7 in (2 320 mm)	8 ft 2 in (2 500 mm)	8 ft 2 in (2 500 mm)	8 ft 2 in (2 500 mm)	8 ft 4 in (2 550 mm)	8 ft 4 in (2 550 mm)
B. Overall Transport Length	11 ft 5 in (3 480 mm)	13 ft 3 in (4 030 mm)	13 ft 9 in (4 180 mm)	15 ft 9 in (4 790 mm)	19 ft 4 in (5 900 mm)	18 ft 3 in (5 600 mm)
C. Width of Upper Structure	2 ft 11 in (690 mm)	4 ft 7 in (1 400 mm)	4 ft 10 in (1 485 mm)	5 ft 0 in (1 530 mm)	6 ft 1 in (1 850 mm)	6 ft 4 in (1 940 mm)
D. Track Overall Length	5 ft 3 in (1 590 mm)	6 ft 3 in (1 910 mm)	6 ft 6 in (1 970 mm)	7 ft 0 in (2 130 mm)	8 ft 4 in (2 530 mm)	8 ft 4 in (2 550 mm)
E. Track Overall Width	3 ft 3 in (990 mm)* 4 ft 3 in (1 300 mm)**	4 ft 11 in (1 500 mm)	5 ft 1 in (1 550 mm)	5 ft 9 in (1 740 mm)	6 ft 4 in (1 920 mm)	6 ft 6 in (1 990 mm)
F. Track Shoe Width	9.0 in (230 mm)	9.8 in (250 mm)	11.8 in (300 mm)	12 in (300 mm)	15 in (380 mm)	15 in (380 mm)
G. Track Gauge	2 ft 6 in (760 mm)* 3 ft 6 in (1 070 mm)**	4 ft 1 in (1 250 mm)	4 ft 1 in (1 250 mm)	4 ft 9 in (1 440 mm)	4 ft 11 in (1 500 mm)	5 ft 3 in (1 600 mm)
H. Center to Center – Idler to Sprocket	4 ft 0 in (1 230 mm)	4 ft 11 in (1 490 mm)	4 ft 11 in (1 490 mm)	5 ft 7 in (1 700 mm)	6 ft 6 in (1 990 mm)	6 ft 6 in (1 990 mm)
I. Upper Structure Ground Clearance	1 ft 5 in (440 mm)	1 ft 8 in (510 mm)	1 ft 8 in (510 mm)	1 ft 9 in (540 mm)	2 ft 3 in (690 mm)	2 ft 2 in (660 mm)
J. Minimum Ground Clearance	6.7 in (170 mm)	11 in (290 mm)	11 in (290 mm)	11 in (290 mm)	1 ft 3 in (380 mm)	1 ft 3 in (380 mm)
K. Tail Swing Radius	2 ft 1 in (645 mm) 2 ft 4 in (720 mm)***	2 ft 6 in (750 mm) 2 ft 10 in (875 mm)***	2 ft 6 in (750 mm) 2 ft 10 in (875 mm)***	2 ft 10 in (870 mm) 3 ft 3 in (985 mm)***	5 ft 5 in (1 650 mm)	3 ft 7 in (1 080 mm) 3 ft 9 in (1 138 mm)***
Boom Swing	70° left/54° right	75° left/50° right	75° left/50° right	75° left/50° right	80° left/50° right	70° left/50° right
Tail Swing Overhang	0 ft 0 in (0 mm) 0 ft 3 in (70 mm)***	0 ft 0 in (0 mm) 0 ft 5 in (125 mm)***	0 ft 0 in (0 mm) 0 ft 5 in (125 mm)***	0 ft 0 in (0 mm) 0 ft 5 in (115 mm)***	2 ft 3 in (690 mm)	0 ft 3 in (85 mm) 0 ft 6 in (143 mm)***
BLADE SPECS	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
L. Backfill Blade Height	9.8 in (250 mm)	1 ft 0 in (300 mm)	1 ft 1 in (330 mm)	1 ft 3 in (370 mm)	1 ft 2 in (350 mm)	1 ft 2 in (350 mm)
M. Backfill Blade Rise Above Ground	11.2 in (285 mm)	1 ft 1 in (330 mm)	1 ft 3 in (370 mm)	1 ft 3 in (375 mm)	1 ft 3 in (390 mm)	8 in (200 mm)
N. Backfill Blade Dig Depth	8.9 in (225 mm)	1 ft 3 in (380 mm)	1 ft 6 in (450 mm)	1 ft 3 in (390 mm)	1 ft 11 in (590 mm)	2 ft 4 in (700 mm)
Backfill Blade Width	4 ft 3 in (1 300 mm)	5 ft 0 in (1 500 mm)	5 ft 1 in (1 550 mm)	5 ft 9 in (1 740 mm)	6 ft 4 in (1 920 mm)	6 ft 7 in (2 010 mm)
PERFORMANCE SPECS	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
O. Maximum Dig Radius	13 ft 3 in (4 030 mm)	15 ft 4 in (4 680 mm)	15 ft 3 in (4 650 mm)	18 ft 5 in (5 605 mm)	21 ft 0 in (6 400 mm)	21 ft 3 in (6 480 mm)
P. Dig Radius at Groundline	12 ft 11 in (3 940 mm)	14 ft 11 in (4 540 mm)	14 ft 10 in (4 515 mm)	18 ft 0 in (5 495 mm)	20 ft 7 in (6 270 mm)	20 ft 10 in (6 350 mm)
Q. Maximum Dig Depth	7 ft 9 in (2 350 mm)	8 ft 8 in (2 645 mm)	8 ft 2 in (2 500 mm)	11 ft 3 in (3 440 mm)	13 ft 4 in (4 060 mm)	13 ft 1 in (3 990 mm)
R. Vertical Straight Wall Dig Depth	4 ft 10 in (1 460 mm)	5 ft 3 in (1 605 mm)	6 ft 10 in (2 085 mm)	8 ft 5 in (2 565 mm)	11 ft 4 in (3 460 mm)	11 ft 0 in (3 360 mm)
S. Dump Height	8 ft 10 in (2 670 mm)	9 ft 11 in (3 030 mm)	9 ft 7 in (2 930 mm)	11 ft 10 in (3 615 mm)	13 ft 9 in (4 180 mm)	13 ft 5 in (4 100 mm)
T. Overall Reach Height	12 ft 1 in (3 680 mm)	13 ft 11 in (4 235 mm)	14 ft 0 in (4 270 mm)	16 ft 7 in (5 010 mm)	19 ft 5 in (5 920 mm)	19 ft 2 in (5 850 mm)
U. Bucket Rotation	187°	168°	177°	180°	180°	180°
Arm Digging Force – ISO	1,710 lbf (775 kgf/77.6 kN)	2,880 lbf (1 300 kgf/12.8 kN)	3,080 lbf (1 397 kgf/13.7 kN)	3,800 lbf (1 720 kgf/16.9 kN)	6,460 lbf (2 930 kgf/28.7 kN)	5,035 lbf (2 280 kgf/22.4 kN)
Bucket Digging Force – ISO	3,490 lbf (1 580 kgf/15.5 kN)	4,740 lbf (2 150 kgf/21.1 kN)	4,520 lbf (2 050 kgf/20.1 kN)	6,900 lbf (3 130 kgf/30.7 kN)	9,550 lbf (4 330 kgf/42.4 kN)	9,190 lbf (4 170 kgf/40.9 kN)

*Retracted, **Extended, ***With Additional Counterweight

DIMENSIONS AND SPECIFICATIONS (CONTINUED)

OPERATOR STATION	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Operator Environment	TOPS/FOPS with 2-post canopy	ROPS/FOPS with 4-post canopy or Enclosed Cab	ROPS/FOPS with 4-post canopy or Enclosed Cab	ROPS/FOPS with 4-post canopy or Enclosed Cab	ROPS/FOPS Enclosed Cab	ROPS/FOPS Enclosed Cab
Sound Level Inside Cab	ISO 6396: 2008 sound pressure level LpA=76 dB (A)	ISO 6396: 2008 sound pressure level LpA=77dB (A)	ISO 6396: 2008 sound pressure level LpA=73.5dB (A)	ISO 6396: 2008 sound pressure level LpA=75dB (A)	ISO 6396: 2008 sound pressure level LpA=76dB (A)	ISO 6396: 2008 sound pressure level LpA=77dB (A)
OPERATING WEIGHT	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Type	Canopy	Canopy	Canopy	Canopy	Cab	Cab
Configuration	Short arm	Short arm	Standard arm	Long arm	Long arm	Long arm
Total	3,910 lb (1 775 kg)	5,520 lb (2 505 kg)	6,306 lb (2 860 kg)	8,350 lb (3 790 kg)	12,320 lb (5 590 kg)	13,760 lb (6 240 kg)
ENGINE	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Model	Kubota D902	Kubota D1305	Kubota D1305	Yanmar 3TNV88F-ESHYB	Yanmar 4TNV98C	Yanmar 4TNV98C
Emissions Certification	Tier 4 Final	Tier 4 Final	Tier 4 Final	Tier 4 Final (CEGR)	Tier 4 Final (CEGR/DPF)	Tier 4 Final (CEGR/DPF)
Fuel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel
Cylinders	3	3	3	3	4	4
Displacement	54.8 in³ (898 cc)	77.0 in³ (1 261 cc)	77.0 in³ (1 261 cc)	100.2 in³ (1 642 cc)	203 in³ (3 319 cc)	203 in³ (3 319 cc)
Fuel Injection	Mechanical	Mechanical	Mechanical	Mechanical w/ electronic governor	Electronic common rail	Electronic common rail
Gross Horsepower – SAE J1995	16.8 hp (12.5 kW) @ 2300 RPM	24.8 hp (18.5 kW) @ 2300 RPM	24.8 hp (18.5 kW) @ 2300 RPM	24.4 hp (18.2 kW) @ 2200 RPM	66.9 hp (49.9 kW) @ 2400 RPM	64.7 hp (48.3 kW) @ 2200 RPM
Maximum Engine Torque	39.5 lbf-ft (53.5 N-m) @ 1900 RPM	60.0 lbf-ft (81.4 N-m) @ 1600 RPM	60.0 lbf-ft (81.4 N-m) @ 1600 RPM	69.4 lbf-ft (94.1 N-m) @ 1200 RPM	173.7 lbf-ft (235.4 N-m) @ 1550 RPM	173.6 lbf-ft (235.4 N-m) @ 1560 RPM
Cooling	Water-cooled	Water-cooled	Water-cooled	Water-cooled	Water-cooled	Water-cooled
DRIVETRAIN	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Travel Speeds:						
1st	1.4 mph (2.2 kph)	1.5 mph (2.4 kph)	1.5 mph (2.4 kph)	1.6 mph (2.5 kph)	1.3 mph (2.1 kph)	1.4 mph (2.2 kph)
2nd	2.6 mph (4.2 kph)	2.7 mph (4.3 kph)	2.7 mph (4.3 kph)	2.6 mph (4.2 kph)	2.5 mph (4.1 kph)	2.5 mph (4.0 kph)
Maximum Traction Force	3,300 lb (1 420 kg)	3,300 lb (1 420 kg)	4,800 lb (2 177 kg)	6,835 lb (3 100 kg)	11,680 lb (5 300 kg)	11,680 lb (5 300 kg)
Gradeability	30° (58%)	30° (58%)	30° (58%)	30° (58%)	35° (70%)	35° (70%)
Ground Pressure	ROPS - 3.98 psi	ROPS - 4.3 psi CAB - 4.6 psi	ROPS - 3.8 psi CAB - 4.1 psi	ROPS - N/A CAB - 4.83 psi	CAB - 4.8 psi	CAB - 5.12 psi
SERVICE CAPACITIES	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Fuel Tank	5.3 gal (20 L)	7.9 gal (30 L)	7.9 gal (30 L)	10.5 gal (40 L)	31.7 gal (120 L)	21.7 gal (82 L)
Hydraulic Tank:						
Refill Capacity	3.4 gal (13 L)	7.1 gal (27 L)	7.1 gal (27 L)	9.8 gal (37 L)	18.5 gal (70 L)	15.9 gal (60 L)
Total System	6.1 gal (23 L)	14.5 gal (55 L)	14.5 gal (55 L)	15.9 gal (60 L)	31.7 gal (120 L)	29.1 gal (110 L)
Engine Oil w/ Filter Change	1.0 gal (3.7 L)	1.5 gal (5.7 L)	1.6 gal (5.9 L)	1.8 gal (6.7 L)	3.1 gal (11.6 L)	3.1 gal (11.6 L)
Radiator	0.9 gal (3.5 L)	1.3 gal (5 L)	1.3 gal (5 L)	1.5 gal (5.5 L)	2.5 gal (9.5 L)	2.9 gal (11 L)

DIMENSIONS AND SPECIFICATIONS (CONTINUED)

ELECTRICAL	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Voltage	12 Volts	12 Volts	12 Volts	12 Volts	12 Volts	12 Volts
Alternator Rating	40 amp	40 amp	40 amp	55 amp	60 amp	80 amp
Battery	1 x 12 V x 45 Ah 420 CCA	1 x 12 V x 58 Ah 680 CCA	1 x 12 V x 80 Ah 630 CCA	1 x 12 V x 70 Ah 750 CCA	1 x 12 V x 100 Ah 850 CCA	1 x 12 V x 100 Ah 850 CCA
HYDRAULICS	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Main Pumps	Variable displacement tandem axial piston pump + gear pump	Variable displacement tandem axial piston pump + gear pump	Variable displacement tandem axial piston pump + gear pump	Variable displacement tandem axial piston pump + gear pump	Variable displacement tandem axial piston pump + gear pump	Variable displacement tandem axial piston pump + gear pump
Maximum Rated Flow	2 x 5 + 3 gpm (2 x 18.8 + 11.3 L/min)	2 x 7.3 + 5.2 gpm (2 x 27.6 + 19.6 L/min)	2 x 7.3 + 5.2 gpm (2 x 27.6 + 19.6 L/min)	2 x 9.9 + 6.1 gpm (2 x 37.4 + 23.1 L/min)	2 x 15.3 + 10.1 gpm (2 x 57.8 + 38.4 L/min)	2 x 14.5 + 10.1 gpm (2 x 55 + 38.4 L/min)
Auxiliary Flow	7.9 gpm @ 2988 psi (30 L/min @ 206 bar)	12.2 gpm @ 3133 psi (46 L/min @ 216 bar)	12.2 gpm @ 3133 psi (46 L/min @ 216 bar)	16.0 gpm @ 3278 psi (60.5 L/min @ 226 bar)	15.3 gpm @ 3133 psi (57.8 L/min @ 216 bar)	14.5 gpm @ 3133 psi (55 L/min @ 216 bar)
System Relief Pressure: Standard Overload Relief Valve	2,990 psi (206 bar) 3,270 psi (225 bar)	3,130 psi (216 bar) 3,410 psi (235 bar)	3,130 psi (216 bar) 3,410 psi (235 bar)	3,271 psi (226 bar) 3,556 psi (245 bar)	3,130 psi (216 bar) 3,410 psi (235 bar)	3,130 psi (216 bar) 3,410 psi (235 bar)
Pilot Control Hydraulic System: Pump Maximum Capacity	Gear Pump 1.8 gpm (6.8 L/min)	Gear Pump 2.7 gpm (10.4 L/min)	Gear Pump 2.7 gpm (10.4 L/min)	Gear Pump 2.6 gpm (9.9 L/min)	Gear Pump 2.5 gpm (9.5 L/min)	Gear pump 2.5 gpm (9.5 L/min)
Control Valves	Pilot control for boom, arm, bucket, and swing. Mechanical control for left/right track travel and backfill blade.					
Swing: Motor	- Fixed displacement axial piston motor - Automatic spring applied hydraulic released brake	- Fixed displacement axial piston motor - Automatic spring applied hydraulic released brake	- Fixed displacement axial piston motor - Automatic spring applied hydraulic released brake	- Fixed displacement axial piston motor - Automatic spring applied hydraulic released brake	- Fixed displacement axial piston motor - Automatic spring applied hydraulic released brake	- Fixed displacement axial piston motor - Automatic spring applied hydraulic released brake
Travel: Motor	- Variable displacement axial piston - 2-stage planetary	- Variable displacement axial piston - 2-stage planetary - Automatic spring applied hydraulic released brake	- Variable displacement axial piston - 2-stage planetary - Automatic spring applied hydraulic released brake	- Variable displacement axial piston - 2-stage planetary - Automatic spring applied hydraulic released brake	- Variable displacement axial piston - 2-stage planetary - Automatic spring applied hydraulic released brake	- Variable displacement axial piston - 2-stage planetary - Automatic spring applied hydraulic released brake
OTHER SPECIFICATIONS	CX17C	CX26C	CX30C	CX37C	CX57C	CX60C
Swing Speed	0 - 9.5 RPM	0 - 9.1 RPM	0 - 9.1 RPM	0 - 9.5 RPM	0 - 9.1 RPM	0 - 8.8 RPM
Undercarriage: Track Rollers	3 each	1 upper/3 lower each	1 upper/4 lower each	1 upper/4 lower each	1 upper/5 lower each	1 upper/5 lower each
Boom: Length	5 ft 11 in (1.8 m)	6 ft 5 in (1.95 m)	6 ft 8 in (2.03 m)	8 ft 2 in (2.5 m)	9 ft 10 in (3.0 m)	9 ft 6 in (2.9 m)
Arm: Standard Length Long Arm Length	3 ft 2 in (0.96 m) 3 ft 8 in (1.12 m)	3 ft 8 in (1.12 m) 4 ft 5 in (1.35 m)	3 ft 8 in (1.12 m) -	4 ft 3 in (1.3 m) 5 ft 3 in (1.6 m)	5 ft 3 in (1.6 m) 6 ft 3 in (1.9 m)	4 ft 10 in (1.48 m) 6 ft 3 in (1.9 m)



BUILDING A STRONG CASE.

Since 1842, we at CASE Construction Equipment have lived by an unwavering commitment to build practical, intuitive solutions that deliver both efficiency and productivity.

We continually strive to make it easier for our customers to implement emerging technologies and new compliance mandates.

Today, our global scale combined with our local expertise enables us to keep customers' real-world challenges at the center of our product development. This focus has led to numerous innovations like Ride Control™, electro-hydraulic controls, Blade Shake, PowerLift™, over-center boom design and the peace of mind that only CASE ProCare provides.

Every CASE machine is backed by more than 300 North American dealer locations, thousands of OEM, remanufactured and all-makes parts, and flexible financing and insurance options that provide the kind of reliable, steadfast support you expect from a professional partner.

We are passionate about improving the lives of others, whether investing in our veterans or raising awareness about local infrastructure initiatives through Dire States. Our goal is to build both stronger machines — and stronger communities.

At the end of the day, we do what's right by our customers and our communities so that they can count on CASE.

CaseCE.com/CSeries

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Form No. CCE202108MINIEXC
Replaces Form No. CCE202107MINIEXC

IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly.

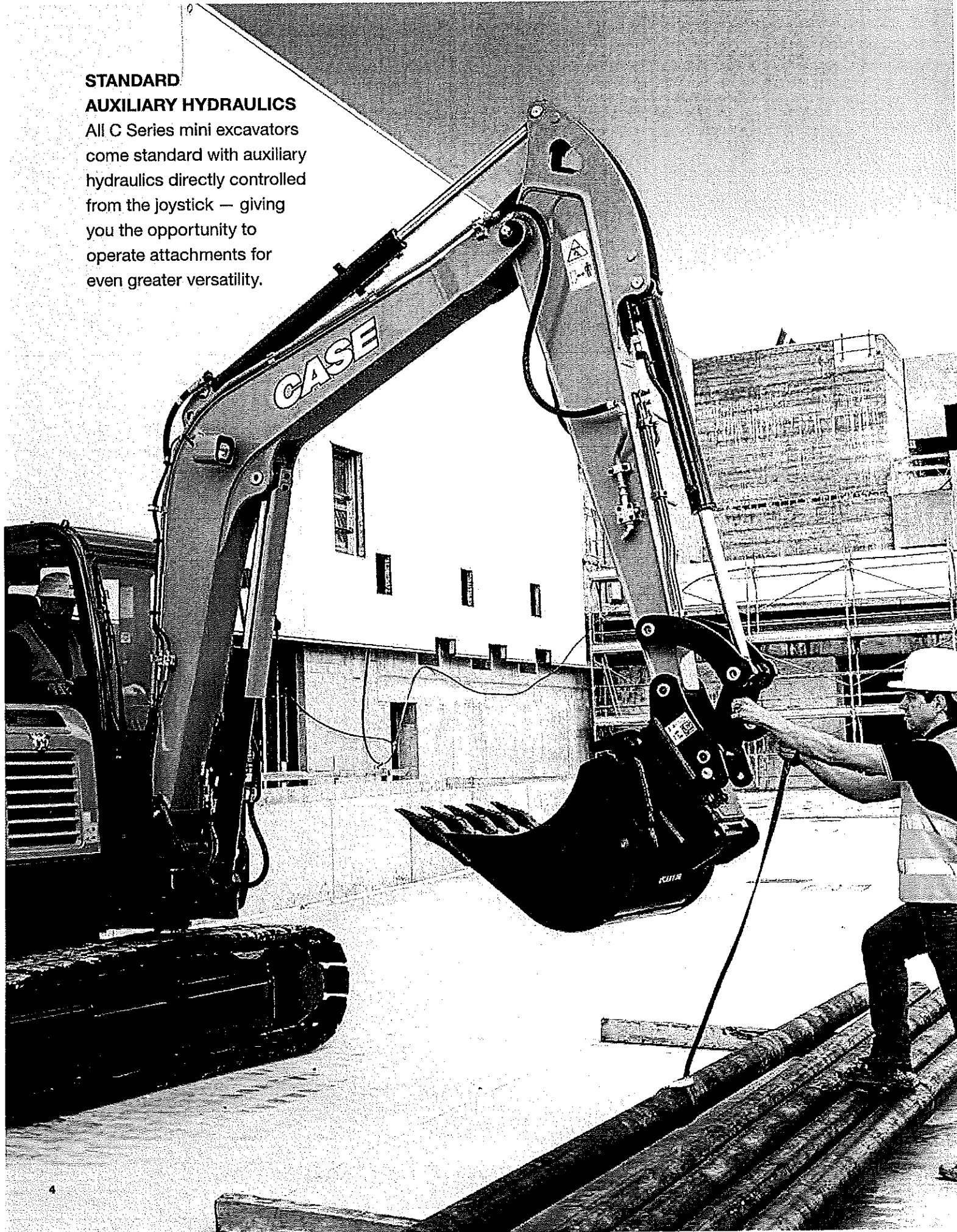
NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

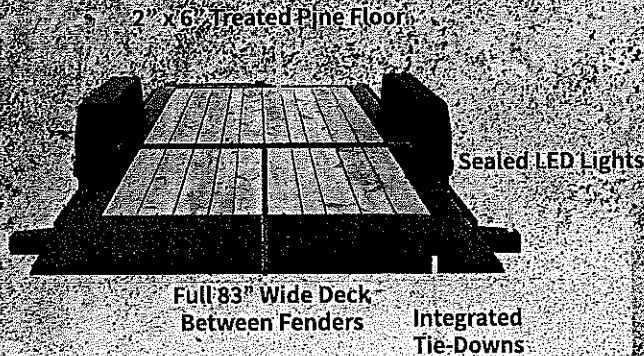
**STANDARD
AUXILIARY HYDRAULICS**

All C Series mini excavators come standard with auxiliary hydraulics directly controlled from the joystick — giving you the opportunity to operate attachments for even greater versatility.



TLB MODEL

Low-Pro Tilt Trailer

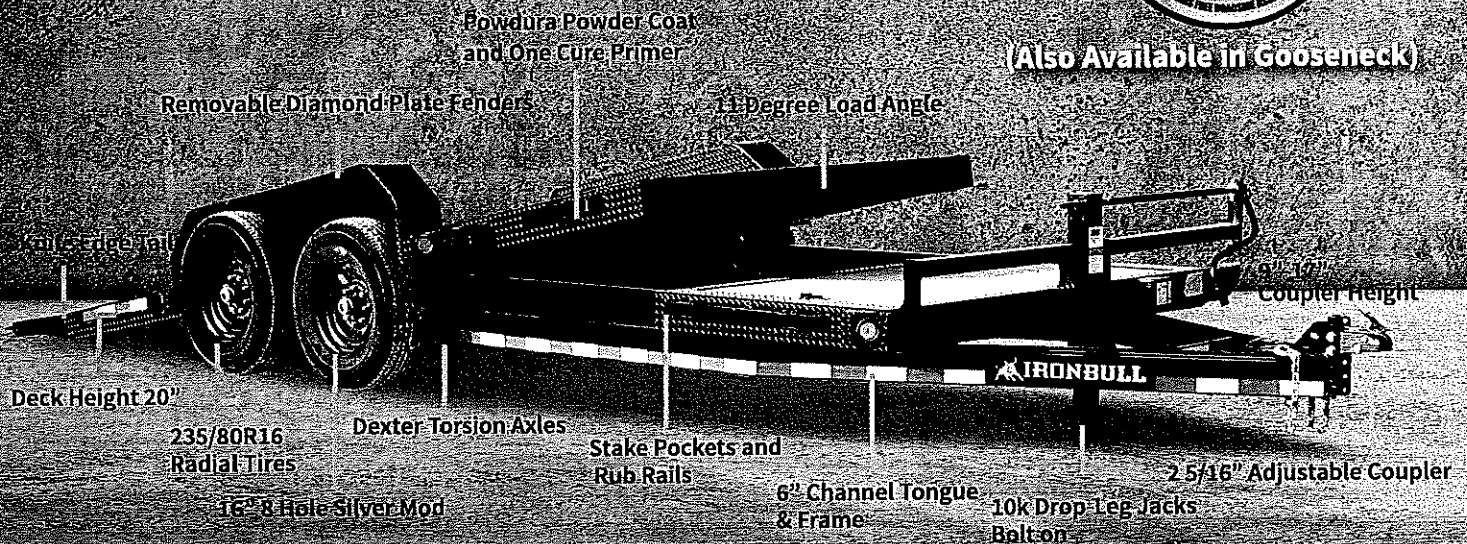


TLB

Our 83" wide 14k bumper pull is by far our most popular tilt model. With two 7k Dexter axles and tons of standard features, this model is a perfect fit for the contractor or weekend warrior.



(Also Available in Gooseneck)



STANDARD FEATURES

6" Channel Tongue (8.2 lbs/ft)
 2 - 5200 or 7000 Lb Dexter Torsion Axles
 2 5/16" Adjustable Coupler
 3" Structural Crossmembers
 20" Deck Height
 11 Degree Loading Angle
 Knife Edge Tail (1/4" Diamond Plate)
 Removable Diamond Plate Fenders
 Rub Rail and Stake Pockets
 10k Drop-Leg Jack
 (4) Standard 3" D-Rings

Radial Tires (sizes on p.37)
 E-Z Lube Hubs
 Black Mod Wheels
 3" x 10" Cylinder with 1.5" Shaft
 Cambered Dexter Nev-R-Adjust Torsion Axles
 Multi-leaf Slipper Spring Suspension
 Treated Pine Floor
 Lifetime LED Lighting
 All Lighting DOT Approved
 Molded Sealed Harness with Resistors
 7-Way Receiver Female Plug with Adapter
 Powdura Powder Coat & One Cure Primer



TLB MODEL

Low-Pro Tilt Trailer

2021 BASE SPECS

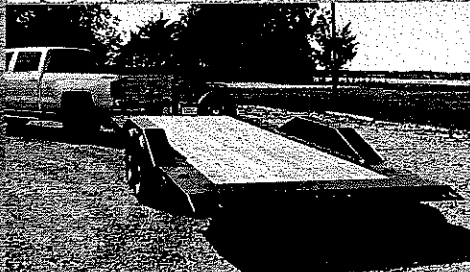
WIDTH	LENGTH	GVWR	AXLES	TIRE/WHEEL	STATIONARY	WEIGHT
83	16	9990	2 X 5200 lb	225/75R16 6 Hole	0' (Power Tilt Only)	3200
83	18	9990	2 X 5200 lb	225/75R16 6 Hole	2'	3400
83	20	9990	2 X 5200 lb	225/75R16 6 Hole	4'	3500
83	22	9990	2 X 5200 lb	225/75R16 6 Hole	6'	3600
83	18	14000	2 X 7000 lb	235/80R16 8 Hole	2'	3700
83	20	14000	2 X 7000 lb	235/80R16 8 Hole	4'	3800
83	22	14000	2 X 7000 lb	235/80R16 8 Hole	6'	4000
83	24	14000	2 X 7000 lb	235/80R16 8 Hole	8'	4200
83	26	14000	2 X 7000 lb	235/80R16 8 Hole	10'	4400

*WEIGHT OF UNITS ARE APPROXIMATES ONLY AND SUBJECT TO CHANGE DEPENDING ON OPTIONS

OPTIONAL FEATURES

CODE	DESCRIPTION	CODE	DESCRIPTION
V58	Power Up/Power Down	E02	Steel Floor (per ft)
A36	Full Deck Tilt (Power Included)	E03	Blackwood Floor
02	102" Wide Deck (83" Between Fenders)	E04	Rough Oak Floor (per ft)
ET3	Third Torsion Axle (Three Electric Brakes)	T46	Front Tool Box (Gravity Only)
082	Tandem 8k Axles	T06	14-Ply 235/85 Tire Upgrade (ea.)
K21	12" Crossmembers (per ft)	NXX	Additional D-Rings
U50	Winch Plate 1/2" (In Floor)	W91	Cold Weather Harness

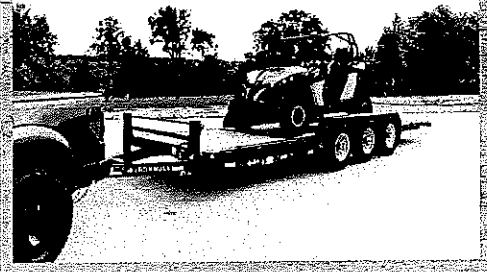
2021 TLB Optional Features



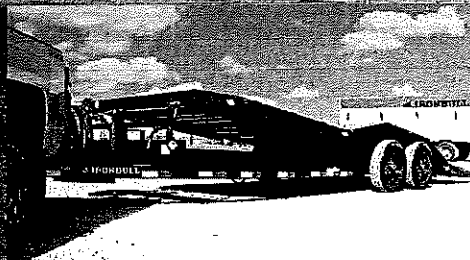
102" Wide Deck Available



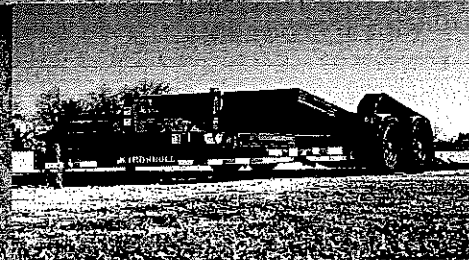
Blackwood Flooring



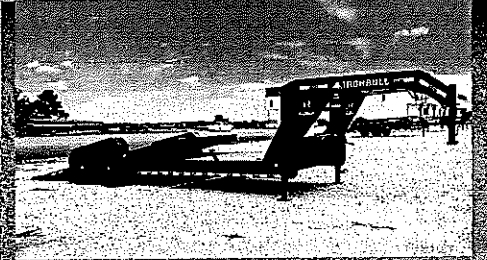
Three 7K Axles



Full Power Tilt



Gravity Tilt



Gooseneck Available



Request for Board Action City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA

☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: Accept the bid from **PHILLIPS EXCAVATION** for Base Bid listed in the total amount of \$63,000 to perform clean up abatement services along Reclamation Road under the Cal Recycle Grant

Background: The City was awarded an illegal dumping grant from CalRecycle on April 30, 2021, for \$75,500. Staff identified several areas along Reclamation Road where illegal dumping is occurring.

On 03/09/2022 the project was advertised in the Needles Desert Star and bids were opened on 03/15/2022 and one qualifying bid was received. The bid received was from Phillips Excavation for \$63,000. The remaining budget of \$12,500 will be utilized to cover staff time, procure signage, and barriers to deter additional illegal dumping.

Fiscal Impact: Available from CalRecycle a grant in the amount of \$75,500 in the general fund and one bid was received in the amount of \$63,000. Remaining funds will be used for staff time, signage, and barriers.

Am Sylvia Miledi

Recommendation: Accept the bid from **PHILLIPS EXCAVATION** for Base Bid listed in the total amount of \$63,000 to perform clean up abatement services along Reclamation Road under the Cal Recycle Grant and authorize staff to issue a Notice of Award and Notice to Proceed.

Submitted By: Tammy Ellmore, Engineering Tech II
Rainie Torrance, Assistant Utility Manager

City Management Review:

Rick

Date:

3/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 7

City of Needles SEALED BID OPENING

03/15/2022

LITTER ABATEMENT - CAL RECYCLE

BIDDER	DECLARATION	ADDENDUMS	BID BOND	DIR Registered	TOTAL BID
1 PHILLIPS EXCAVATING INC.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 63,000
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$

Present at Opening:

TAMMY ELLMORE
RAINIE TORRANCE

Recorded by:

DALE JONES

RECYCLE CLEAN UP

AREA MAP

Legend

- Area 1
- Area 2
- Area 3 (The Pit)





Request for Council Action

City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: Accept TKE Engineer's Proposal for Design Work on First Year – Phase III (Oberholte) – Water Service & Street Improvement Project in the amount not to exceed \$26,000.

Background: On 04/12/2021 the City submitted several projects in which Congressman Oberholte could sponsor in his district. The City was selected for one project to complete the **First Year – Phase III (Oberholte) Water Service and Street Improvements** which included the remain streets to be completed around the school's area such as Coronado, Orange, Park, Fifth, L Street, Collins, Highland, Fourth and Erin Drive Loop. Moving forward with First Year – Phase III Water Service and Street Improvements to include Grind & Pave Project will require design work by the City's Contract Engineer.

Fiscal Impact: Total not to exceed \$26,000 being funded by Public Works under FY 22 balance is \$2,934,776 to spend towards the 15-year Street Improvements Plan.

Sylvia Miledi sm

Recommendation: Accept TKE Engineer's Proposal for Design Work on First Year – Phase III (Oberholte) – Water Service & Street Improvement in the amount not to exceed \$26,000. and authorize staff to execute new task between City & TKE Engineer's for said work.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: R.ox

Date: 3/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐



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

March 4, 2022

RECEIVED

By Tammy Ellmore at 8:45 am, Mar 08, 2022

Mr. Alberto Paiva
City Engineer/Building Official
City of Needles
817 Third Street
Needles CA 92363

Subject: Proposal to Provide Professional Engineering and Design Services for the
Obernolte Street Improvements and Water Service Replacements

Dear Mr. Paiva:

Thank you for the opportunity to submit a proposal to provide professional engineering services for the subject project. The City of Needles (City) desires to retain a consultant to aid in completing the design of street improvements and water service replacement along various streets. More specifically, the Obernolte Street Improvements and Water Service Replacements Project scope includes grind and overlay of existing AC pavement, with spot full depth AC removal and replacement repairs, and replacement of water services along the following streets:

- Coronado Ave – J Street to Erin Drive
- North Erin Drive – Bailey Ave to Orange Way
- South Erin Drive – Bailey Ave to Orange Way
- Orange Way – Erin Drive to Washington Street
- Collins Street – Bailey Drive to Park Ave
- Park Avenue – Collins Street to Highland Street
- Highland Street – Park Avenue to Cul-de-sac
- Fifth Street – East and West of L Street
- Fourth Street – West of L Street
- L Street – Fifth Street to Broadway Avenue

The proposed street grind and overlay and water service replacement will cover approximately 5,940 linear feet of two lane streets. Based on meetings with City staff, TKE anticipates preparing construction plan sheet using aerial images, typical and standard details to identify proposed improvements. Our proposed scope of services is described in more detail below:

SCOPE OF SERVICES

TKE's scope of services is presented in the following paragraphs:

Task 1. Records Research

We will thoroughly research existing utility records and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of property limits of the proposed site and determine locations of all existing utilities and improvements.

The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, monument ties, benchmark data, corner records, street improvement plans, and utility drawings. We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from the City, including the existing site boundary survey, and drawings and/or atlas maps from all private utility companies, and/or agencies.

Task 2. Preliminary Design

We will prepare the preliminary design drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2019 software at a drawing scale of 1"=40' for plan sheets. The preliminary design drawings will include a plan view based on aerial imagery and City provided information (i.e. limits of spot removal repairs). We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, street centerline, and street names to the plan view portion of the drawings.

The preliminary design will consist of a title sheet, construction notes sheets, plan view sheets, and a detail sheet.

TKE will forward the preliminary design drawings to the City for review. Upon completion of the City's review, TKE will meet with staff to gather comments and receive direction for the final design.

Task 3. Final Design

We will incorporate the City's preliminary design comments, refine the design as required, and provide the City final drawings, including hard (mylar drawings and specifications) and digital (PDF and Word) copies of the drawings, and specifications for final approval and bidding.

Task 4. Bidding Assistance

TKE will provide project pre-award services as needed including but not limited to preparation of response to RFI's during bid period, preparation of addenda as required, and attend pre-bid job walk for technical assistance. Lastly, TKE will assist the City with review of bid proposals in accordance with the contract documents.

FEE

Our budget to provide the services described is as follows:

Description	Amount
1. Records Research	\$ 1,000
2. Preliminary Design	\$ 14,000
3. Final Design	\$ 8,000
4. Bidding Assistance	\$ 3,000
Total:	\$ 26,000

TKE's proposed project fee of \$26,000 will include preparation of construction drawings which will include seven (7) sheets (i.e. title sheet, note sheet, four plan only sheets, and one detail sheet). We will invoice the City monthly in accordance with our rate schedule. Our invoice will not exceed the amount presented above without prior approval.

SCHEDULE

TKE anticipates completing preliminary design within 8 weeks of receiving notice to proceed. Thereafter, TKE anticipates completing the final design within 4 weeks of receiving City comments.

Again, thank you for the opportunity to submit our proposal to provide professional engineering services for the City. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



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

Attachments: Rate Schedule



RATE SCHEDULE 2021- 2022

	<u>HOURLY RATE</u>
Principal in Charge	\$175.00
Project Manager/Construction Manager/Licensed Surveyor	\$165.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker....	\$155.00
Associate Engineer	\$145.00
Assistant Engineer/Plan Checker/Designer	\$135.00
AutoCAD Technician.....	\$125.00
Engineering Technician.....	\$ 90.00
Clerical	\$ 85.00
Forensic Engineering	\$250.00
Expert Witness Testimony	\$350.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)....	\$240.00
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CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	\$120.00
Construction Inspector (Prevailing Wage)	\$110.00

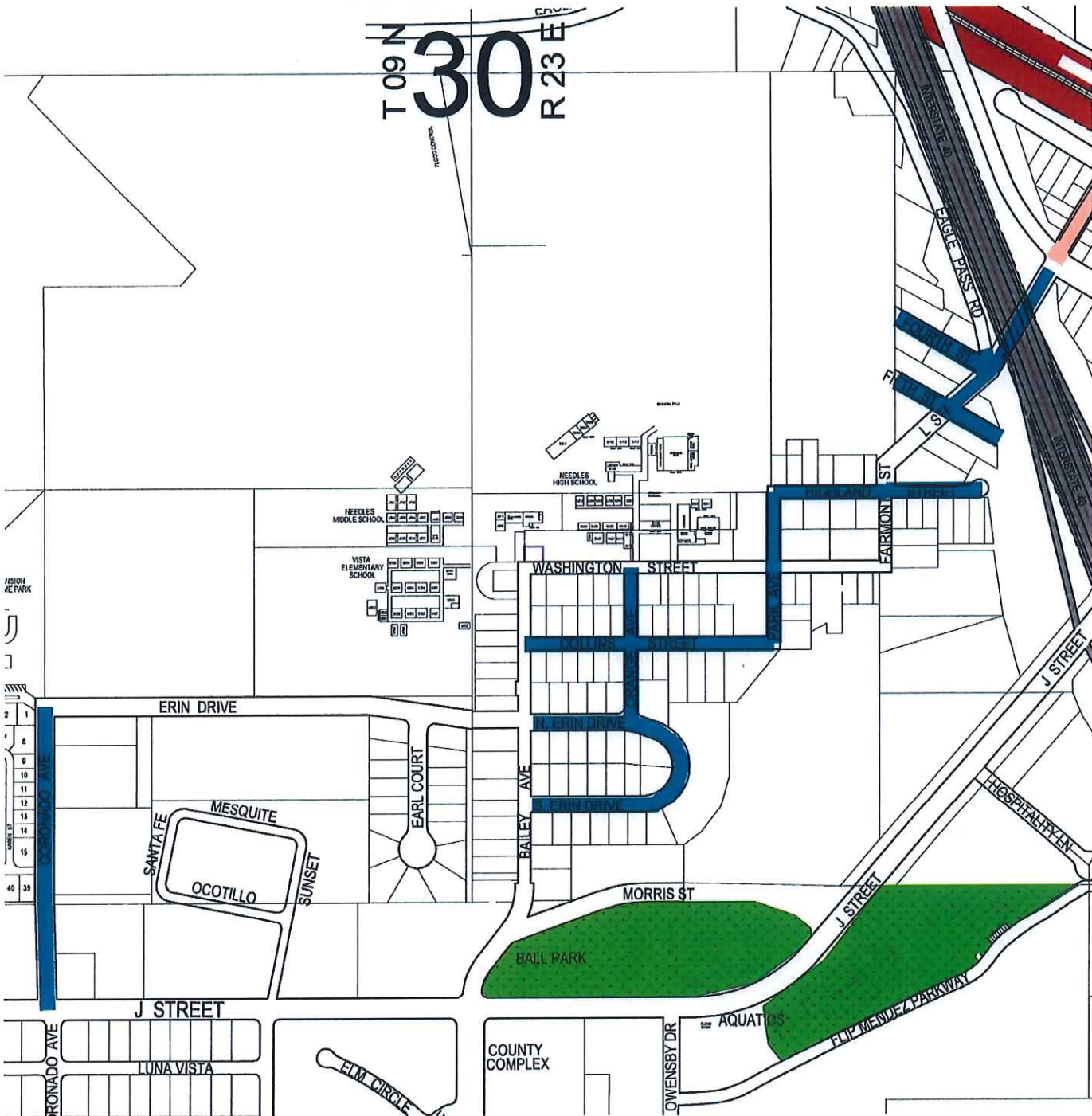
REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service ..	Cost + 10%
Special Subconsultant Services ...	Cost + 10%

City of Needles Capital Projects

PHASE Obernolte Street Improvements & Water Service Replacement

including PAVING & SLURRY work





Request for Council Action

City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: Accept TKE Engineer's Proposal for Design Work on Phase III – Water Service & Street Improvement Project in the amount not to exceed \$36,000.

Background: City staff developed a 15-year Pavement Management Plan (PMP) for all 47 miles of city-maintained roadway. The PMP outlined priorities to maintain good roads because the City can preserve dozens of roads for the cost of repairing one road. The next phase of the 15-year plan is Phase III – Water Service & Street Improvements around D Street to Palmway and Broadway to Desnok. Moving forward with Phase III–Street Improvements Grind & Pave Project will require design work by the City's Contract Engineer.

Fiscal Impact: Total not to exceed \$36,000 being funded by Public Works under FY 22 Phase III – Water Service & Street Improvement Project balance is \$2,934,776 to spend towards the 15-year Street Improvements Plan.

Sylvia Miledi AM

Recommendation: Accept TKE Engineer's Proposal for Design Work on Phase III – Water Service & Street Improvement Project in the amount not to exceed \$36,000 and authorize staff to execute new task between City & TKE Engineer's for said work.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: Rick

Date: 3/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

SCOPE OF SERVICES

TKE's scope of services is presented in the following paragraphs:

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FEE

Our budget to provide the services described is as follows:

Description	Amount
1. Records Research	\$ 1,000
2. Preliminary Design	\$ 20,000
3. Final Design	\$ 12,000
4. Bidding Assistance	\$ 3,000
Total:	\$ 36,000

TKE's proposed project fee of \$36,000 will include preparation of construction drawings which will include ten (10) sheets (i.e. title sheet, note sheet, seven plan only sheets, and one detail sheet). We will invoice the City monthly in accordance with our rate schedule. Our invoice will not exceed the amount presented above without prior approval.

SCHEDULE

TKE anticipates completing preliminary design within 8 weeks of receiving notice to proceed. Thereafter, TKE anticipates completing the final design within 4 weeks of receiving City comments.

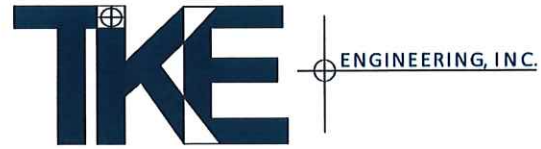
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Sincerely,



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

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Principal in Charge	\$175.00
Project Manager/Construction Manager/Licensed Surveyor	\$165.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker....	\$155.00
Associate Engineer	\$145.00
Assistant Engineer/Plan Checker/Designer	\$135.00
AutoCAD Technician.....	\$125.00
Engineering Technician.....	\$ 90.00
Clerical	\$ 85.00
Forensic Engineering	\$250.00
Expert Witness Testimony	\$350.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)....	\$240.00
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CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	\$120.00
Construction Inspector (Prevailing Wage)	\$110.00

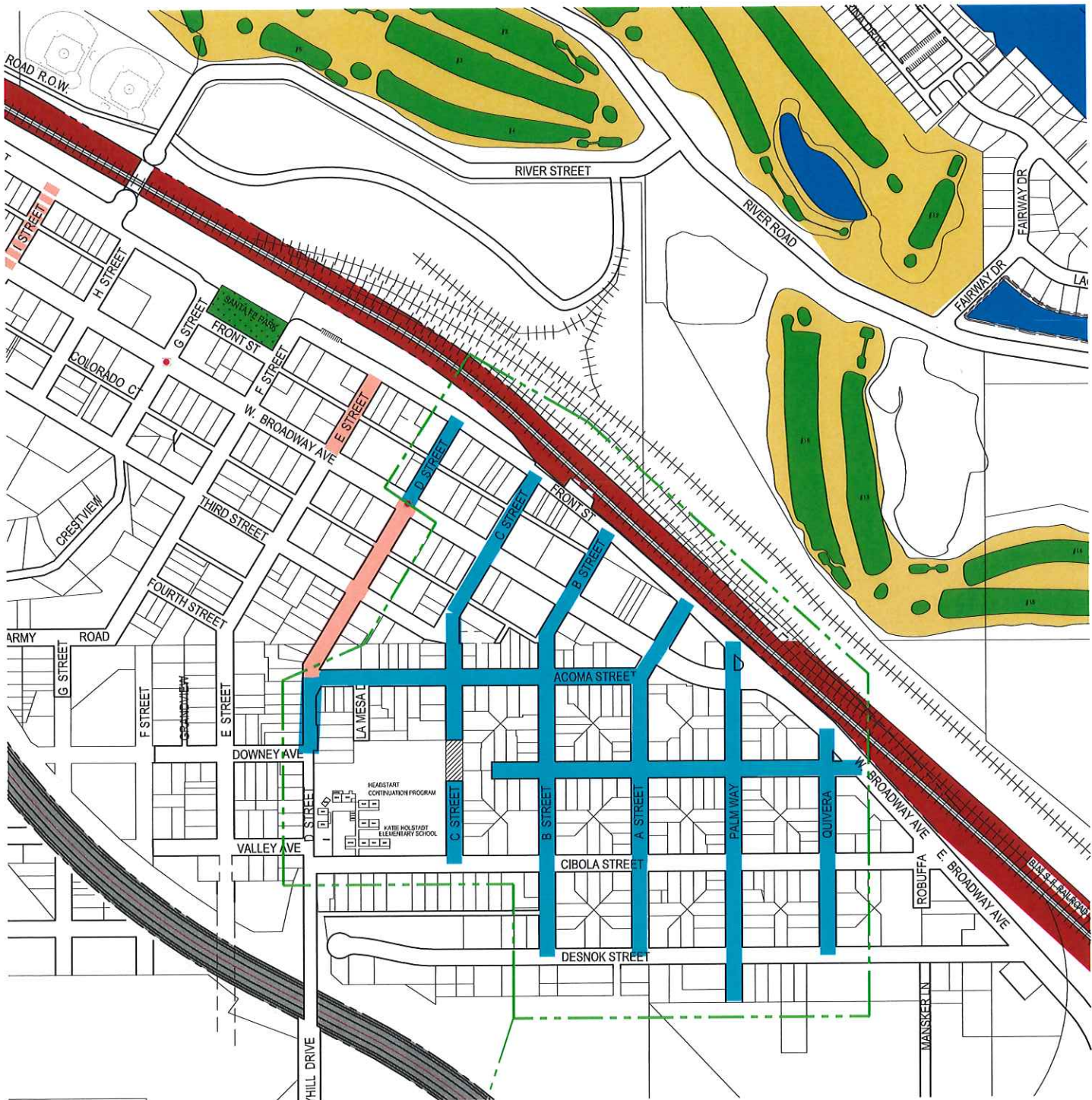
REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service ..	Cost + 10%
Special Subconsultant Services ...	Cost + 10%

City of Needles Capital Projects

PHASE II Street Improvements & Water Service Replacement

including PAVING & SLURRY work





Request for Council Action

City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: Accept TKE Engineer's Proposal for Design Work on Prop 68 parks grant award at Duke Watkins Park in the amount not to exceed \$318,639

Background: On 12/08/2021 the City received official notice from State of California Department of Parks and Recreation of being selected for funding through the Proposition 68 Statewide Park Development and Community Revitalization Program. The total grant in the amount of \$3,965,400 was granted to the City of Needles for our design of Duke Watkins Park.

The parks and recreation commission approved the recommended action on March 21, 2022.

Fiscal Impact: A total not to exceed \$318,639 to complete design documents including (PS & E) plans, specifications & estimates for the project, being funded by Parks and Recreational Capital in the General Fund FY 22 & FY 23.

Sylvia Miledi Am

Recommendation: Accept TKE Engineer's Proposal for Design Work on Prop 68 parks grant award at Duke Watkins Park in the amount not to exceed \$318,639 and authorize staff to execute new task between City & TKE Engineer's for said work.

Submitted By: Tammy Ellmore, Engineering Tech II
Rainie Torrance, Assistant Utilities Manager

City Management Review: Rick

Date: 3/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐



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

March 15, 2022

Ms. Rainie Torrance
Assistant Utility Manager
City of Needles
817 Third Street
Needles CA 92363

Subject: Proposal to Provide Professional Engineering and Landscape
Architecture Services for the Duke Watkins Park Improvements Project

Dear Ms. Torrance:

Thank you for the opportunity to submit a proposal to provide professional engineering and landscape architecture services for the subject project. TKE Engineering, Inc. (TKE) is partnering with Community Works Design Group (CWDG) for landscape architecture, Knapp & Associates Inc. for structural engineering, and JCA Engineering, Inc. for electrical engineering (herein referred to as Project Team) to prepare improvement plans for integrating Proposition 68 Statewide Park Program funding into the existing Duke Watkins Park. We are confident that the Project Team offers the best fit for the City of Needles. This confidence is rooted in the following points:

- The Project Team will begin these projects with a strong familiarity and rapport with the City, as we have worked seamlessly together on previous Park and Public Works projects. We recently updated a conceptual plan for the 1st Beach/ Marina Park site with the same team.
- We have a wealth of experience in preparing construction drawings and providing bidding and construction administration services for State Grant-funded projects, including Proposition 68 and its predecessor, Proposition 84.
- We understand the costs and intricacies involved in designing new features into existing parks. As we proceed from schematic design into construction drawings, we plan on walking the City through a series of critical decisions to ensure that the proposed design will make way for a high-quality, durable, maintenance-friendly facility within the available funding parameters, and that can be achieved in an expedited time frame.
- CWDG excels in providing and updating three-dimensional (3D) renderings to fully convey design intent to key stakeholders and constituents. Providing tangible renderings of the design in progress ensures that misconceptions and

unfulfilled expectations are managed from the early stages of the project. This also allows full-scale insight to potential design conflicts that can be hashed out virtually, to avoid costly change orders during construction.

- The slated renovations to Duke Watkins Park site have a strong focus in providing accessible and equitable amenities into the park. Accessible design is our forte! Our Project Team will be led by CWDG's Principal Landscape Architect, Scott Rice, whom in addition to being an award-winning park planner, is the only landscape architect in southern California that also holds Certified Access Specialist (CASP) credentials.
- Our team is supplemented by a cutting-edge action sports consultant, Spohn Ranch, whom has designed and built several acclaimed pump tracks in the southwestern United States, most recently in Morenci, AZ. The Spohn Ranch team is equipped to prepare a pump track design that can be competitively bid to multiple specialty subcontractors.
- Our team consists entirely of consultants that we have teamed with on numerous successful park projects. Our collective familiarity with one another will ensure that we will "hit the ground running" on this project.
- We pride ourselves on our ability to provide a fully-dedicated level of service to each of our municipal clients. Accordingly, we only pursue projects and clients that we can guarantee that ongoing client satisfaction can be fulfilled. We are confident that we can continue providing this top level of service to the City of Needles.

Our proposed scope of services is described in more detail below.

SCOPE OF SERVICES

The Project Team's scope of services is presented in the following paragraphs:

Task 1.a - Concept Refinement and Schematic Design

Upon Notice to Proceed, our team will work with the City to transform the conceptual plans provided by the City for the Jack Smith Park into schematic plans, so that final decisions can be made on layout, materials, and so on. A critical step in this process is developing real-time cost estimates so that we can ensure our design stays within the City's available funding.

1. Our Project Team, including the key representatives of our subconsultants, will meet with the City, with proper social distancing guidelines in place (or online if necessary, depending on the applicable COVID protocol in place at the time of award). The purpose of this kick-off meeting will be to allow the City and our team to establish the next steps for expediting the project design.

2. Our Project Team will become intimately familiar with all aspects of the existing sites, utilizing in-person inventorying by our in-house ISA Certified Arborist and Certified Landscape Irrigation Auditor. Topographic survey, utility field surveys will be performed by TKE Engineering. Structural engineering including shade structures for the playground, small dog park, picnic areas, and park bench areas, expression art wall, footings and slab foundation for pre-fabricated restroom will be handled by Knapp Knapp & Associates Inc. JCA Engineering, Inc. will lead the electrical engineering for the new splash pad, pre-fabricated restroom, and bicycle pump track area lighting. Finally, our geotechnical consultant will contact Underground Service Alert, and also obtain local authorization prior to excavating three hollow-stem auger borings to depths up to 50 feet or refusal, unless the City will allow recent geotechnical recommendations to apply to the new improvements.
3. We will put together an initial base plan, utilizing the data gathered in Step 2, combined with the conceptual plan information previously prepared. The base plan will serve as a moldable tool for reshaping to best fit the City's needs and operational abilities. We will concurrently update our initial cost estimate based on our understanding of the City's expectations for the park improvements. Because the funding of this project is limited, the ongoing cost assessment will be a critical step in the design process. Estimated costs will reflect escalation to midpoint of construction.
4. Once the City has indicated initial concurrence with the layouts, we will develop an initial color plan and 3D renderings for conveying the working design to stakeholders and constituents. We will include up to three revisions to the working concept, each accompanied by updated color plans and renderings.
5. We will actively participate in as many community and Council meetings deemed necessary for the forward progress of this project. All preparatory meetings and correspondence with City Staff in advance of the community meeting are also included.
6. We will update the conceptual designs and 3D renderings based on the Community and City input into an updated color plan to memorialize the completion of this concept refinement task. Multiple fly-through rendering video clips (1 min. max each) will be provided for publicizing the project.

Task 1.a - Deliverables

- CAD and PDF versions of topographic and utility survey
- Updated color concept plans, 3D renderings, 3D fly-through videos
- Cost estimates reflecting estimated cost at midpoint of construction escalated pricing

Task 1.b – Design Development (60% Plans/ Specs/ Estimates [PS&E])

With City buy-in to the updated conceptual plans, we will move forward with the preparation of plans, specifications, and estimates (PS&E) necessary to obtain full City and applicable Agency approvals prior to construction. All scope items within the City's Request for Proposals (RFP) are included, even if not specifically noted below. The PS&E package will include all items deemed necessary for full City approval, but are not necessarily limited to, the items listed below.

1. **DEMOLITION PLANS:** We will prepare demolition plans to clearly indicate action for all items to be demolished as well as those intended to be protected in place. For park renovation projects, the intricacy and clarity of which items need to be protected in place is an essential portion of the construction documents, and can eliminate the ambiguity that often triggers contractor change orders during construction.
2. **CIVIL ENGINEERING PLANS:** We will prepare a working draft of the grading plan for construction of finished grading, drainage, street and parking lot improvements, horizontal and vertical control, water and sewer plans, and dust control plans. Preliminary Cut and Fill earthwork calculations will be prepared and updated. The plans will be at a scale of 1"=20' and indicate detail finish grading. Particular emphasis will be placed on ADA access into and within the park and will be designed with City input. Various options will be explored and refined into the construction document details.
3. **CONSTRUCTION DRAWINGS:** Construction Drawings will include site plans and details with sufficient detail to accommodate construction. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products.
4. **IRRIGATION PLANS:** We will prepare complete irrigation plans to comply with local water requirements and specific City requirements indicated by the City. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, efficiency and, most importantly, consistency with City standards will be our primary concerns.
5. **PLANTING PLANS:** Complete Planting Plans with all necessary details will be provided. Durable, easily maintainable species will be of primary importance in the plant selection process.
6. **SPECIFICATIONS:** Specifications detailing materials and workmanship for all the above items will be provided as required, including Greenbook cross references
7. **COST ESTIMATES:** Final estimates of probable construction and maintenance costs will be prepared, providing regular value engineering recommendations.

8. DOCUMENT PROCESSING: We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.
9. MEETINGS: We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.

Task 1.b - Deliverables

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 2 sets hard copies of the submittal (60% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 60% Draft Plans, Estimates and Technical Specifications
- CAD files of all pertinent drawings

Task 1.c – Construction Documents (90% and 100% PS&E)

This task will reflect the continued refinement of the Task 1.b scope, culminating in the preparation of plans, specifications, and estimates at the 90% and 100% milestones. We will plan on working diligently with City staff and the City's Construction Management consultant to ensure the project receives all due diligence necessary to allow for a smooth permitting process. After final approval, 24" x 36" mylars shall be submitted to the City along with a hard copy and an electronic copy of the plans and specifications for bidding purposes.

Task 1.c - Deliverables

- All listed items for Task 1.b, tailored for 90% and 100% submittal levels

Task 2 - Bidding Assistance

1. When each project goes out for competitive bidding, we will assist the City and the City's Construction Management consultant in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.
2. We will attend the pre-bid meeting and provide written minutes and follow up information as required. We will assist the City in obtaining and evaluating bids for the project as required.
3. We will provide written and graphic responses to bidder Requests for Information/ Clarification as deemed necessary, to help facilitate clear, competitive bids with limited ambiguity.
4. We will assist the City with the bid review and contractor selection process to the extent requested by City staff.

Task 2 - Deliverables

- PDF copies of all documents (pre-bid meeting sign-in sheet, agenda, minutes, etc.)
- Excel spreadsheet of bid results to check for irregularities and math errors

Task 3 - Construction Administration

1. We will attend the pre-construction meeting and provide written minutes and follow up information as required within 1-day following the meeting. Throughout the project, we will provide full documentation relating to meeting decisions and action items, assignment of action items to team members, and all other requests indicated within the City's RFP.
2. When requested, we will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications.
3. We will participate in construction meetings, twice monthly in person and all other meetings virtually, in support of the City and the City's Construction Management consultant. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor. We will review job drawings, as-builts, RFI's, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents, for the
4. Our in-house FAA Certified UAS (Drone) pilot will provide monthly progress drone photography for use in updating stakeholders and constituents of construction progress.
5. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations. We will maintain updated RFI, Change Order and Submittal logs, which will be shared online via Basecamp app.
6. We will review as-builts and assist in the reproduction of the as-built information saved in electronic format for future reference to the project.

Task 3 - Deliverables

- PDF copies of all documents (field reports, RFI /Submittal logs, etc.)
- Preparation of monthly narrative reports
- Invoice and schedule review and updates (based on contractor progress)
- Preparation of Architect's Supplemental Instructions (ASI) as needed.
- Preparation of as-built/record drawings

FEE

The Project Team's proposed project fee of \$318,639 will include all design, bidding, and construction administration services described in the Scope of Services and details on the attached fee schedule. We will invoice the City monthly in accordance with our rate schedule. Our invoice will not exceed the amount presented above without prior approval.

TENTATIVE SCHEDULE

The Project Team is committed to meet any schedule the City wishes to meet. We are a dedicated, flexible group, with proven performance with our longstanding clients. The schedule attached shows our tentative project schedule for City review. We are notoriously flexible and can speed up or slow down the design as needed to best accommodate the City's internal timeline, as well as focusing the construction during optimal months, with sufficient plant establishment prior to opening the park to the public.

Again, thank you for the opportunity to submit our proposal to provide professional engineering and landscape architecture services for the City. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



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

Attachments: Fee Schedule and Tentative Project Schedule

City of Needles

Duke Watkins Park Improvements Project

Consulting Engineering Fee

Task No.	Task	Principle In Charge		Project Manager		Project Engineer		Assistant Engineer/Designer		Clerical		Inspector		2-Man Survey Crew		Subconsultants ^{1.)}	Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	\$
Scope of Services																	
1.a	Concept Refinement and Schematic Design	4	\$ 700	8	\$ 1,320	20	\$ 3,100	40	\$ 5,400	4	\$ 340	-	\$ -	12	\$ 2,880	\$ 55,435	\$ 69,175
1.b	Design Development (60% PS&E)	4	\$ 700	16	\$ 2,640	40	\$ 6,200	60	\$ 8,100	8	\$ 680	-	\$ -	-	\$ -	\$ 61,584	\$ 79,904
1.c	Construction Documents (90% and 100% PS&E)	2	\$ 350	8	\$ 1,320	16	\$ 2,480	32	\$ 4,320	4	\$ 340	-	\$ -	-	\$ -	\$ 41,949	\$ 50,759
2	Bidding Assistance		\$ -	4	\$ 660	8	\$ 1,240	8	\$ 1,080	2	\$ 170	-	\$ -	-	\$ -	\$ 10,175	\$ 13,325
3	Construction Administration ^{2.)}		\$ -	45	\$ 7,425	60	\$ 9,300	60	\$ 8,100	15	\$ 1,275	-	\$ -	16	\$ 3,840	\$ 75,537	\$ 105,477
Subtotal:		10	\$ 1,750	81	\$ 13,365	144	\$ 22,320	200	\$ 27,000	33	\$ 2,805	0	\$ -	28	\$ 6,720	\$ 244,679	\$ 318,639
Notes:																	
1.) Subconsultant Costs for Landscape Architecture, Structural, Electrical, and Geotechnical																	
2.) Assumes 150 Days of Construction Support Services (Excluding Inspection and Materials Testing)																	
Construction Management Total: \$ 318,639																	

Rates:

Principle In Charge	\$ 175 /HR
Project Manager	\$ 165 /HR
Project Engineer	\$ 155 /HR
Assistant Engineer/Designer	\$ 135 /HR
Clerical	\$ 85 /HR
Inspector	\$ 110 /HR
2-Man Survey Crew	\$ 240 /HR

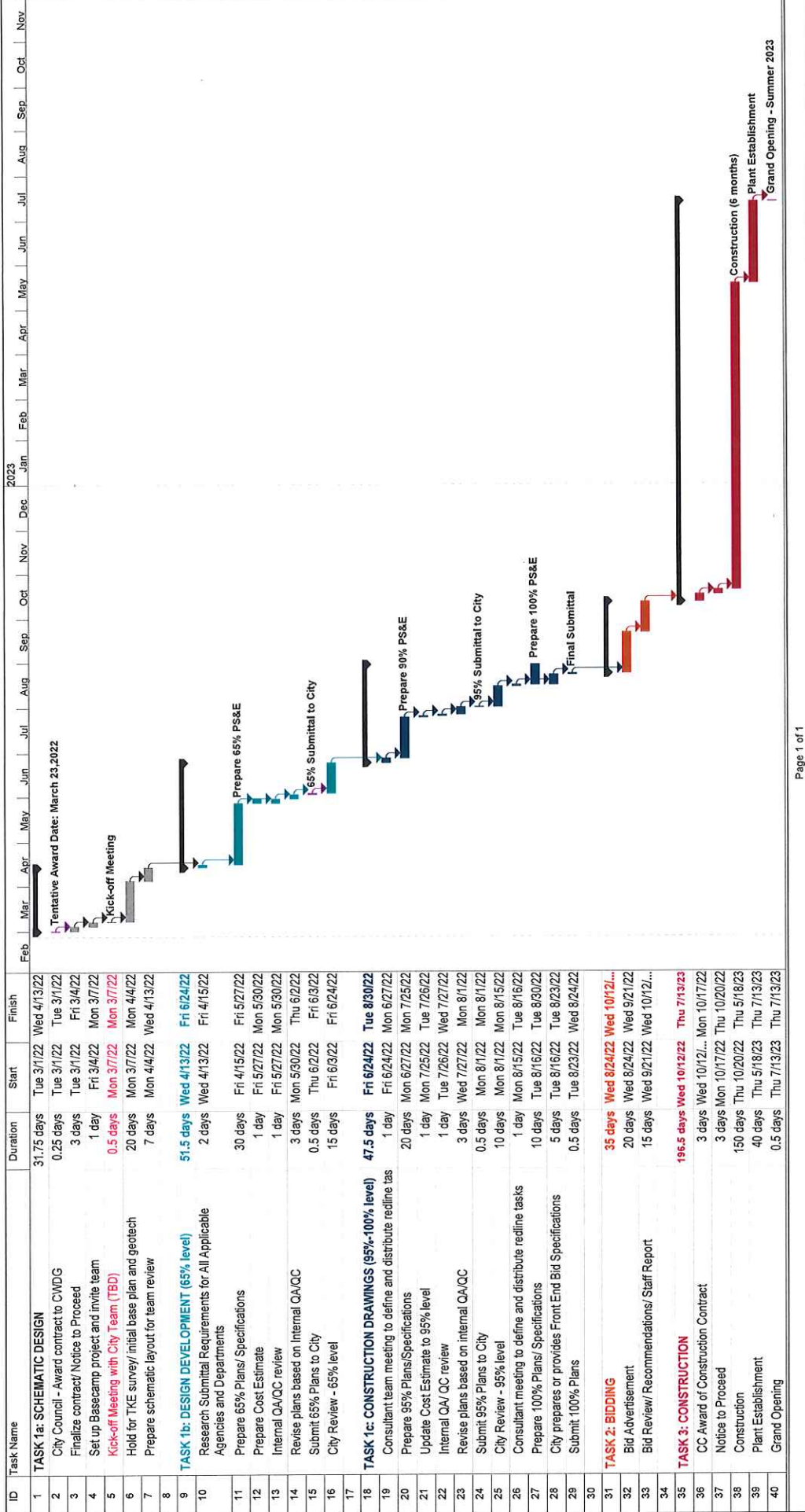
TKE Engineering, Inc.



DUKE WATKINS PARK RENOVATION

TENTATIVE PROJECT SCHEDULE

UPDATED: FEBRUARY 25, 2022





A photograph of a person riding a bicycle on a green, wavy pump track. The track is made of grass and has several undulating hills. The rider is wearing a dark shirt and shorts. In the background, there are trees and a building. The text "PUMP TRACK" is written vertically on the left side of the image.

DOGGY STA



City of Needles, California Request for Council Action

☒ CITY COUNCIL ☐ NPUA ☐ PARKS & RECREATION
☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: Authorize the City Manager to execute agreement no. 07-07-34-L1560 Amendment No. 1 to the United States Department of the Interior Jack Smith Park Recreation and Community Uses Lease

Background: The California Department of Parks and Recreation through Proposition 68 has a general per capita program which funds \$185,000,000 for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis.

The City has received award of \$181,116.00. The proposed project(s) must be a capital outlay rather than a maintenance and repair. In addition, through the California Department of Resources Recycling and Recovery (CalRecycle) was awarded \$18,335 to procure a tire derived walking path.

The proposed project is;

- install a 8 foot wide 1,600 liner foot long walking trail made from tire derived product with 10 exercise cut outs
- Upgrade the existing playground equipment
- Automate the irrigation system

A requirement from California Department of Parks and Recreation land tenure is that the proposed project be maintained by the jurisdiction for a required 30-year term. The existing lease of Jack Smith with the Department of Interior Bureau of Reclamation terminates in 2045. The City submitted a request date March 4, 2022 for a request to extend the term an additional 25 years. On March 16, 2022 agreed to a extend the term to 2057.

Parks and Recreation Commission approved the recommended action on March 21, 2022.

Fiscal Impact: Additional years to maintain Jack Smith Park

Recommended Action: Authorize the City Manager to execute agreement no. 07-07-34-L1560 Amendment No. 1 to the United States Department of the Interior Jack Smith Park Recreation and Community Uses Lease

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 3/17/22

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

Agenda Item: 11



City of Needles

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

www.cityofneedles.com

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

March 4, 2022

Bureau of Reclamation
Lower Colorado Region
Yuma Area Office
Attn: Christopher Wallis
7301 Calle Aqua Salada
Yuma, AZ 85364

RE: City of Needles – Executed Amendatory and Superseding Lease for Recreation and Community Uses (Lease) – Jack Smith Park – Contract No. 07-07-34-L1560

Mr. Wallis,

The City is pleased to announce that Jack Smith Park was allocated \$181,116 from the California Department of Parks and Recreation and \$18,335 from CalRecycle for much needed improvements to the park. The scope of the project includes new playground equipment, installation of a 1,600-liner foot 8 feet wide walking trail with approximately 10 exercise cut outs, improvements to the irrigation system and bathroom renovations.

The land tenure of the grants requires that the City maintain the improvement at a minimum of 30 years. The current lease agreement stated above terminates 2045 which does not cover the 30-year requirement. The City of Needles is seeking a term extension of an additional twenty-five years.

The Needles community looks forward to these much needed improvements in Jack Smith Park.

Should you have any questions or concerns, please contact Rainie Torrance at rtorrance@cityofneedles.com or by phone at (760)326-5700 X140.

Sincerely,

Jeff Williams, Mayor
jwilliams@cityofneedles.com

CC: Rick Daniels, City Manager
Patrick Martinez, Assistant City Manager
Rainie Torrance, Assistant Utility Manager



United States Department of the Interior

BUREAU OF RECLAMATION
Yuma Area Office
7301 Calle Agua Salada
Yuma, AZ 85364



IN REPLY REFER TO:
YAO-7120
2.2.3.18

03/16/2022

Letter Agreement No. 07-07-34-L1560
Amendment No.1

FEDERAL EXPRESS

Mr. Jeff Williams
Mayor
City of Needles
817 Third Street
Needles, California 92363

Subject: City of Needles (City) – Bureau of Reclamation Lease No. 07-07-34-L1560,
Amendment No. 1 (Amendment) – Letter Agreement to Extend Term of Lease Within
and/or Across Reclamation's Acquired Lands –Colorado River Front Work and Levee
System Project, Mohave Valley Division, California

Dear Mr. Williams:

We are in receipt of the request from the City for an additional 25-year term extension of the subject Lease, issued under Contract No. 07-34-L1560, to meet your grant's minimum improvement maintenance plan of 30 years.

As you know, the subject lands have been leased to the City since 1973 for use as a recreation facility, commonly called Jack Smith Park, providing public recreation and other community uses. The Bureau of Land Management did previously issue and administer this Lease on behalf of the United States, and by inter-agency memorandum dated October 5, 2004, agreed and consented to have Reclamation administer said Lease. On September 5, 2007, Reclamation issued a 25-year term lease to the City for Jack Smith Park.

After a thorough review, Reclamation has no objection to an additional 25-year extension of the subject Lease through September 5, 2057, provided the following stipulations are agreed to:

1. The terms and conditions of this Letter Agreement and the subject Lease shall remain in full force and effect until September 5, 2057.
2. Reclamation may, at any time and at no cost or liability to the United States, terminate this Amendment in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

INTERIOR REGION 8 • LOWER COLORADO BASIN

ARIZONA, CALIFORNIA*, NEVADA*

* PARTIAL

3. Reclamation may, at any time and at no cost or liability to the United States, terminate this Amendment if it determines that the City has used the Letter Agreement for any purpose other than its intended purpose.

Please sign the original and the duplicate original and return them to Reclamation along with a resolution(s) or duly approved motion authorizing the signatures provided. Upon signature by all parties, a fully executed duplicate original Amendment will be provided for your records.

If you have any questions, please contact Mr. Arturo Lopez, Senior Realty Specialist at arturolopez@usbr.gov. For the hearing impaired, please call the Federal Relay System at (800) 877-8339 (TTY).

Sincerely,

CHRISTOPHER WALLIS Digitally signed by
CHRISTOPHER WALLIS
Date: 2022.03.16
16:22:43 -07'00'

Christopher M. Wallis, Chief
Resource Management Office

In Duplicate

[Signatures on the following page]

ACCEPTANCE:

CITY OF NEEDLES – JACK SMITH PARK TERM EXTENSION

By: _____

Title: _____

Date: _____

cc: Mr. Rick Daniels
City Manager
City of Needles
rdaniels@cityofneedles.com

Mr. Patrick Martinez
Assistant City Manager
City of Needles
pmartinez@cityofneedles.com

Ms. Rainie Torrance
Assistant Utility Manager
City of Needles
rtorrance@cityofneedles.com
(via electronic mail w/o encls to ea)

Ms. Lisa Stapp
Recreational Specialist
Bureau of Land Management
1785 Kiowa Avenue
Lake Havasu City, AZ 86403



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: March 22, 2022

Title: Information Technology (IT) contract, 3D-Networks LLC

Background: 3D-Networks LLC has been the City's IT consultant since December 2018. The services consist of operating, maintaining, and installing personal computers and applications software, client / server based information systems, maintenance of networks and information systems, Windows, and network administration. Troubleshooting all computer level applications, software and programs, peripherals, and hardware. 3D also maintains the City's website.

Attached is a revised, combined contract for your consideration.

Fiscal Impact: 3D-Networks' hourly service rate is \$50/hour, approximately \$150,000/year

Recommendation: Council direction needed to either extend current contract with 3D-Networks or go out for RFP

Submitted By: Sylvia Miledi, Director of Finance

City Management Review:

Rick

Date:

3/15/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

12

**CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____, by and between the **CITY OF NEEDLES, a California Charter City**, (hereinafter referred to as the "City") and **3D-NETWORKS, a Limited Liability Corporation**, (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

A. Consultant.

Consultant desires to perform and assume responsibility for the provision of certain consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consulting services to the City as represented in this Agreement and in Consultant's proposal, which is attached hereto and incorporated herein by this reference.

B. Project.

The purpose of this role is to provide IT support to users of the City of Needles, deal with requests and issues that may arise include but not limited to the following types of support calls via phone, email and instant message.

- Administrative changes including active directory, user account set up, and group modifications
- Asset management of equipment including but not limited to mobile phones, computers, and peripherals
- Remote installation of software
- General troubleshooting of IT hardware and software issues
- Focus on resolution of support calls to a first time fix
- Ownership of the issue from receipt until resolution regardless of the location.
- Projects as defined in alignment with the IT strategy
- File restores where backup tapes are available within the library units
- Monitor compliance of site standards and Governance
- Research third party tools and hardware
- Install and test third party tools and hardware
- PC builds for lease replacements delivered (remotely)
- Projects as defined in alignment with the IT strategy

In addition, design, and implementation to design, develop, and manage the City's website located at www.cityofneedles.com.

3. TERMS.

A. Scope of Services and Term.

1. Professional Services: Consultant agrees to perform services and serve as Consultant ("Services"). All Services shall be subject to, and performed by Consultant in accordance with this Agreement, any exhibits attached hereto, and all applicable local, state, and federal laws, rules, and regulations.
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 three (3) years unless extended in writing by the Parties with the approval of the City Council of the City.

B. Responsibilities of Consultant.

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 always 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. The consultant is authorized to perform the work as per consultant's proposal.
2. Project Commencement: Consultant and City acknowledge and agree that any requested Project shall commence upon approval by both parties.
3. 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.

4. Laws and Regulations: Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of a Project or Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Project or the Services. If the Consultant performs any work contrary to such laws, rules, and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
5. Qualification and License: All employees and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed in California to practice in their respective professions.
6. Insurance:
 - a. 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.
 - b. 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 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

- c. Minimum Scope of Insurance: Coverage shall be at least as broad as the latest version of the following: (1) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);
- d. Consultant shall comply with California requirements for worker's compensation and employer's liability insurance and shall not be insured under City's policy; and
- e. Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001) including insurance services form (CG0009 11/88). Provided Consultant does not have any employees, obtaining California workers' compensation coverage for himself is optional and he has advised the City of his decision not to obtain workers compensation insurance for himself. Consultant will not be covered under the City's workers compensation coverage as he is not a City employee and Consultant has agreed to this. Consultant shall obtain workers' compensation insurance if, at any time, he hires an employee.
- f. Minimum Limits of Insurance:
 - 1. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage;
 - 2. General liability: (including operations, product and completed operations, as applicable \$1,000,000 per occurrences for bodily injury, personal injury, and property damage;
 - 3. Professional Malpractice: Consultant shall maintain professional negligence malpractice (errors & omissions) insurance in the amount of \$1 million per occurrence.
- g. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
 - 1. Automobile Liability: The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
 - 2. Workmen's Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

3. All Coverages: Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.
 - h. 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.
 - i. 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.
 - j. 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.
 - l. Verification of Coverage: Consultant shall furnish the City Manager with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - m. Indemnification: Within the limits of Consultant's insurance coverage, Consultant agrees to defend and indemnify City, its officials, officers, employees, consultants, contractors, directors, agents, and volunteers from any claim that arises out of, is caused by, or allegedly caused by the negligence, gross negligence or acts of Consultant or his employees, contractors, subcontractors, or agents.
7. Safety: Consultant shall execute and maintain its work to avoid injury or damage

to any person or property. In carrying out its Services, the Consultant shall always 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 lifesaving 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.

C. Responsibilities of City:

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

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.

D. Fees and Payments:

1. Compensation: Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in **Exhibit B**.
2. Payment of Compensation: 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. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereof.
3. Reimbursement for Expenses: Consultant shall not be reimbursed for any expenses unless authorized in advance in writing by the City Manager.

E. General Provisions.

1. Termination of Agreement: The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving 30 days written notice to the other party 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.

2. Effect of Termination: If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished work product, documents and data, electronically stored information, software, programming source code, plans, domain name ownership, wireframes, and all code etc. that the City desires or needs to continue operating its computer servers on an uninterrupted basis. Consultant shall provide such information, data, code, domain etc. to City at no cost to City and shall fully cooperate with City to ensure that City is able to continue operating its computer servers uninterrupted after termination of this Agreement.
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. Notwithstanding anything herein to the contrary, nothing herein shall limit or restrict the City's ability and right to contract for similar services from other parties or vendors.
4. 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: **3-D Networks LLC**
10091 View Lane
Mohave Valley, AZ 86440
Attention: Dan McGraw (760) 326-4111
Email: dan@3dnetworks.net

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 or at any email address listed above by way of email. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5. Ownership of Materials and Confidentiality:

- a. City Ownership: All Consultant work product, code, electronic or digital information, trademarks, copyrighted material, logos, patents, documents, and data (collectively "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 at Consultants expense. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Governing Law: This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Venue in any litigation between the parties hereto shall be in San Bernardino County.
- f. Time of Essence: Time is of the essence for each and every provision of this Agreement.

- g. City's Right to Employ Other Consultants: The City reserves the right to employ other consultants at any time for any purpose.
- h. Assignment or Transfer: Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- i. Construction; References; Captions: Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to 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.
- j. Amendment; Modification: No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- k. 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.
- l. 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.
- m. 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.
- n. Prohibited Interests: Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide

employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- o. Conflict of Interest: For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- p. Equal Opportunity Employment: Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- q. Warranties: Consultant shall provide Services competently and in accordance with generally accepted professional practices and standards.
- r. 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.
- s. 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.
- t. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original.

F. Subcontracting:

Prior Approval Required: Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City Manager. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Signature Page to:

**CITY OF NEEDLES
PROFESSIONAL SERVICES
AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

OWNER: (City of Needles)

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR: (3D-Networks LLC)

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

TITLE: _____

DATE: _____