



(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, FEBRUARY 14, 2023**  
COUNCIL EXECUTIVE SESSION – **5:00 P.M.**  
CITY COUNCIL MEETING – **6:00 P.M.**  
CITY COUNCIL CHAMBERS  
1111 BAILEY AVENUE, NEEDLES

**THE PUBLIC MAY ATTEND VIA TEAMS AND MAY SUBMIT ANY COMMENTS IN WRITING PRIOR TO NOON ON THE DAY OF THE MEETING BY EMAILING [djones@cityofneedles.com](mailto:djones@cityofneedles.com)**

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

**If asked, enter the following: Meeting ID: 246 542 070#**

**OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 246 542 070#**

**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) Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9(d)(1))  
In re: City of Needles v. Jean E. Jones, et al. - 1202 W. Broadway, California Superior Court-County of San Bernardino (Case No. CIVSB2116334)
- b) Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9(d)(1))  
In re: City of Needles v. Khilia Scroggins, et al. – 1921 Rio Vista, California Superior Court-County of San Bernardino (Case No. CIVSB2130671)
- c) Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9(d)(1))  
In re: City of Needles v. Jonathan & Linda Rivera, et al. California Superior Court-County of San Bernardino (Case No. CIVDS2022575)
- d) Conference with Legal Counsel regarding potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4) One (1) potential case
- e) Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4). (one potential case).
- f) 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**

ROLL CALL (Previously Taken)

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONFLICT OF INTEREST

CORRESPONDENCE

INTRODUCTIONS

CITY ATTORNEY Parliamentary procedures

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

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

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

**NPUA / COUNCIL CONSENT CALENDAR:** All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the NPUA / City Council may pull an item from the Consent Calendar for discussion. Prior to NPUA / Council action, a member of the public may address the NPUA / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 1 through 3 on the Consent Calendar by affirmative roll call vote. (ACT)

- 1) Award Bid to Phillips Excavating, Inc. for the installation portion of the Water Meter Replacement Project in the amount of \$561,306 plus 10% contingency for a total project cost of \$617,437 and authorize staff to execute the Public Works Agreement with Phillips Excavating, Inc. and move forward with the Notice of Award and Notice to Proceed
- 2) Approve Task No. 6 with Petrelli Electric to replace poles in alley between Coronado and Balboa under the Electric Circuit Reliability Program to complete the Electric System Improvements at a cost not to exceed \$202,000 using funds from The Electric System Asset Replacement Fund
- 3) Approve installation of streetlights on the east side of Clary Drive in the amount of \$16,192.36 using the electric asset replacement funds or include the streetlights in the ADP project scope for the west side

## **REGULAR ITEMS**

- 4) NPUA/Council – Adopt the proposed revised NPUA budget for fiscal year ending June 30, 2023, NPUA Resolution 02-14-2023-NPUA amending Resolution 06-14-2022-NPUA (ACT)

## **RECESS THE JOINT NPUA / COUNCIL MEETING AND RECONVENE THE COUNCIL MEETING**

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

- 5) Chamber of Commerce update on Visitor Center (INF)
- 6) General Plan Study Session amending the City Code and Land Use Map associated with the General Plan Update and adoption of a Mitigated Negative Declaration / Initial Study (DIS)

## PUBLIC HEARING

- 7) Public hearing noticed to consider all evidence and testimony for or against amending Chapter 8, Finance, Article II, Section 8-9 Purchasing
  - Staff Report
  - Council questions of staff
  - Mayor to open the public hearing
  - Public Comment
  - Mayor to close the public hearing
  - Council Discussion / Deliberation
  - Ordinance No. 658-AC amending Chapter 8 Finance, Article II, Section 8-9 Purchasing (ACT)

**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 8 through 15 on the Consent Calendar by affirmative roll call vote. (ACT)

- 8) Approve the warrants registers of February 14, 2023
- 9) Award bid to John Simmons Roofing for Bid Alternate No. 2 for roof improvements at 817 Third Street in the amount of \$144,350 with a total project cost of \$158,785 which includes a 10% contingency using \$122,048 from the Admin Facility Property Capital Buildings Fund and the remainder of \$36,737 from General Fund Reserves and authorize staff to issue a Notice of Award and Notice to Proceed
- 10) Accept the proposal from the Fort Mohave Indian Tribe (FMIT) exclusively to provide Cultural Resource Monitoring during construction activities at the Lillyhill Water Booster Pump Station site not to exceed \$30,611.40 using funds from the California State Water Resources Control Board grant and authorize staff to issue a purchase order without the benefit of a competitive bid process
- 11) Accept the proposal submitted by Cyle George and Gabriel Pecina for the Public Art Mural(s) to be painted within the bowls of the Skate Park for an amount not to exceed \$15,000 using funds from the general fund reserves and authorize staff to issue a purchase order
- 12) Authorize a one-time transfer of \$187,844.01 into the Water Infrastructure account and allocate \$7,700 to Needles Tourism, \$13,000 to Fire House Ministries and \$10,000 to the Needles Rodeo Association to be funded by the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation
- 13) Waive the second reading and adopt Resolution 2023-11 changing the Planning Commission Meetings to every 1st Wednesday of the month at 4:00 PM effective February 28, 2023
- 14) Approve a letter from the Mayor supporting Legislation SB14 to include human trafficking as a serious and violent crime under California law

- 15) Approve additional fees of \$7,500 to BNSF Railway Company in accordance with the Barrier for Underpass Agreement and Easement Agreement for the K Street Barrier project

**End of Consent**

**REGULAR ITEMS**

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

- 16) Destination 66 Mixed Use Development Agreement and Option update between the city and Ashot Minasian for property generally located at the north west corner of W. Broadway and G Street, APN's 0186-095-04-0000 and 0186-095-03-0000 (ACT)
- 17) Resolution No. 2023-12 authorizing the City Council to assume the governing body responsibilities for the Needles Housing Authority (ACT)
- 18) Authorize those interested to attend the Innovating Commerce Serving Communities (ICSC) Event at the Las Vegas Convention Center on May 21-23, 2023 using funds from the travel per diem account (ACT)
- 19) Authorize those interested to attend the League of California Cities Desert Mountain Division meeting scheduled for February 17, 2023, in Apple Valley using funds from the travel per diem account (ACT)

**CITY ATTORNEYS REPORT**

**CITY MANAGERS REPORT**

**COUNCIL REQUESTS**

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

**ADJOURNMENT**

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

<http://www.cityofneedles.com>

Posted February 10, 2023

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

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

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

Dated this 10th day of February 2023

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Dale Jones, CMC, City Clerk





## City of Needles, California Request for City Council Action

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

**Meeting Date:** 2/14/2023

**Title:** Award bid to Phillips Excavating, Inc. for the meter installation portion of the Water Meter Replacement Project.

**Background:** The City/NPUA had solicited proposals to design, license and install the Advanced Metering Infrastructure (AMI) system. The Council awarded the contract to Landis + Gyr (L+G).

Landis + Gyr provided the meters but did not complete the installation portion of the contract necessitating the City/NPUA to go out to public bid for installation of the meters.

On 1/11/2023, the project was advertised bids with a bid opening date of 2/1/2023. The City received three (3) sealed bids from the following contractors:

- Phillips Excavating, Inc. \$ 561,305
- TK Construction \$ 839,385
- Cora Constructors \$1,144,524

A bid evaluation has been completed for Phillips Excavating, Inc. and found to be the successful bidder.

**Fiscal Impact:** The total project cost for the Water Meter Replacement Project is \$617,437.00 to be allocated against the water asset replacement fund.

*[Signature]* Sylvia Miledi

**Recommendation:** Award bid to Phillips Excavating, Inc. for the installation portion of the Water Meter Replacement Project in the amount of \$561,306.00 plus 10% contingency for a total project cost of \$617,437 and authorize staff to execute the Public Works Agreement with Phillips Excavating, Inc. and move forward with the Notice of Award and Notice to Proceed.

**Submitted By:** Kathy Raasch, Projects Manager

**City Management Review:** *[Signature]*

**Date:** 2/7/23

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

AGENDA ITEM: 1

# City of Needles SEALED BID OPENING

PROJECT NAME: WATER METER REPLACEMENT PROJECT DATE: 02/01/2023

| BIDDER   |                                    | DECLARATION      | ADDENDUMS | BID BOND | DIR | CERTIFICATES | TOTAL BID       |
|----------|------------------------------------|------------------|-----------|----------|-----|--------------|-----------------|
| <b>1</b> | CORA CONSTRUCTION                  | TOTAL            | ✓         | ✓        | ✓   | ✓            | \$ 1,144,524.00 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    | TOTAL (ITEMIZED) |           |          |     |              | \$ 0.00         |
| <b>2</b> | KIRTLEY CONSTRUCTION dba TK Const. | TOTAL            | ✓         | ✓        | ✓   | ✓            | \$ 839,385.00   |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    | WER              |           |          |     |              |                 |
|          |                                    | TOTAL (ITEMIZED) |           |          |     |              | \$ 0.00         |
| <b>3</b> | PHILLIPS CONSTRUCTION              | TOTAL            | ✓         | ✓        | ✓   | ✓            | \$ 561,305.00   |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    | TOTAL (ITEMIZED) |           |          |     |              | \$ 0.00         |
| <b>4</b> |                                    | TOTAL            |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    |                  |           |          |     |              |                 |
|          |                                    | TOTAL (ITEMIZED) |           |          |     |              | \$ 0.00         |

# City of Needles SEALED BID OPENING

**PROJECT NAME:** WATER METER REPLACEMENT PROJECT **DATE:** 02/01/2023

| BIDDER | DECLARATION | ADDENDUMS | BID BOND | DIR | CERTIFICATES | TOTAL BID |
|--------|-------------|-----------|----------|-----|--------------|-----------|
|        |             |           |          |     |              |           |

|          |                         |  |  |  |  |  |                |
|----------|-------------------------|--|--|--|--|--|----------------|
| <b>5</b> | <b>TOTAL</b>            |  |  |  |  |  |                |
|          |                         |  |  |  |  |  |                |
|          |                         |  |  |  |  |  |                |
|          |                         |  |  |  |  |  |                |
|          |                         |  |  |  |  |  |                |
|          |                         |  |  |  |  |  |                |
|          | <b>TOTAL (ITEMIZED)</b> |  |  |  |  |  | <b>\$ 0.00</b> |

Present at Opening:

KATHY RAASCH  
TAMMY ELLMORE  
RAINIE TORRANCE

*Kathy Raasch*

Recorded by:

**KATHY RAASCH**



# City of Needles, California

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

**Meeting Date:** February 14, 2023

**Title:** Approve **Tasks No. 6** under the – Electric Circuit Reliability Program to complete Electric System Improvements by Petrelli Electric with total work not to exceed \$202,000

**Background:** On March 10, 2021, an invitation to bid was published in the Needles Desert Star, for a 4-person electrical line crew including equipment and electrical tools.

Petrelli Electric Co was awarded a 3-year contract beginning November 2021 and expiring November 2024 with each task being approved.

**Task No. 1** – Completed energizing a cultivation facility located at Victory Ln & Hwy 95 by using distribution power from Bush Substation to this location through the current transmission line as a temporary feed.

**Task No. 2** – Completed Pole replacements on J Street from Balboa Street to Parkway. Will be completed with Tasks #4 & #5.

**Task No. 3** – Completed “Buck Pole” repairs near Needles Christian Church on Balboa Street.

**Task No. 4** – Completed Replace Poles in Alley between Cortez Street & Peru Street

**Task No. 5** – Started Replace Poles on west side of B Street between Cibola Street to Desnok Street and 3 poles on South side of Desnok Street between A & C Streets.

**Task No. 6** Replace Poles in Alley between Coronado and Balboa.

**This is the final alley to be completed in the Vistas. The Board of Public Utilities approved the recommended action on February 7, 2023.**

**Fiscal Impact:** The total cost for **Task #6** - \$202,000 and will be paid by by Electric System Asset Replacement Fund, task no. 4 is expected to come in under budget with a savings of approximately \$35,000. There is a balance in the electric capital asset of approximately \$2.5M.

\_\_\_\_\_, Sylvia Miledi

**Recommendation:** Approve **Tasks No. 6** under the – Electric Circuit Reliability Program to complete Electric System Improvements by Petrelli Electric with total work not to exceed \$202,000

**Submitted By:** Rainie Torrance, Assistant Utility Manager

**City Management Review:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved: ☐

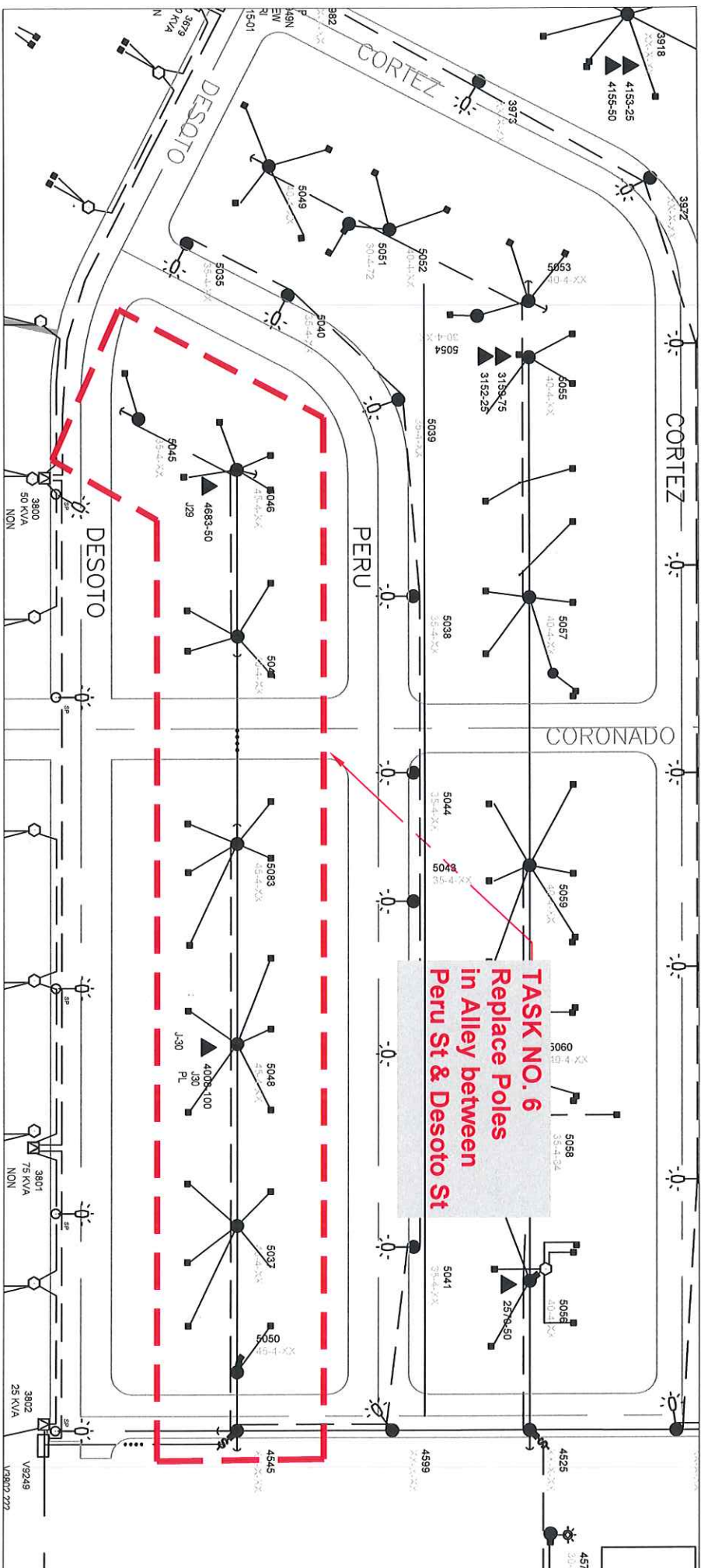
Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 2

**ELECTRIC SYSTEM IMPROVEMENTS**  
**Electric Reliability Program**  
**February 2023**



## City of Needles, California

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

**Meeting Date:** February 14, 2023

**Title:** Councilmember Pogue Clary Drive Street Light Request

**Background:** Council Member Pogue requested staff to research installing area lights along Clary Drive to improve visibility for pedestrians.

Our electrical department put a materials and labor cost estimate together to install two streetlights behind the Lily Hill Booster Station which came out to \$16,192.36.

The City has been notified that the ATP grant application submitted in 2022 is anticipated to be approved in May 2023. Curb, gutter and sidewalk will be installed on the west side of Clary Drive and the North and South side of Lily Hill. Light poles can be placed as part of the ATP project.

**Fiscal Impact:** An estimated \$16,195.36 to be funded by the electric asset replacement fund or by the ATP grant. *AS for SM*

**Recommendation:** Approve to install streetlights to the east side of Clary Drive for an amount of \$16,192.36 or include the streetlights in the ADP project scope for the west side

**Submitted By:** Rainie Torrance, Assistant Utility Manager

**City Management Review:** *Rick*

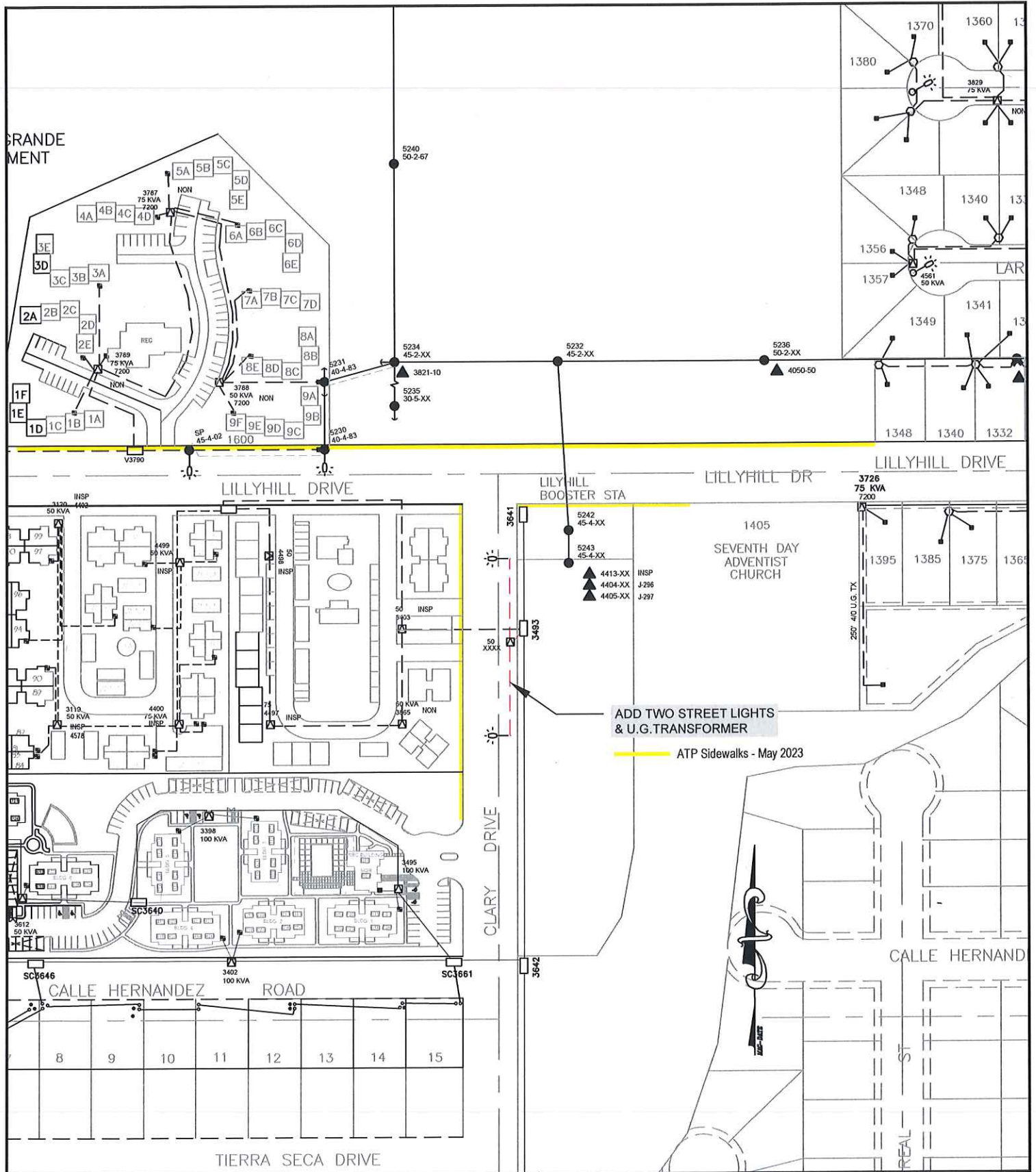
**Date:** *2/8/23*

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

AGENDA ITEM: *3*



# CITY OF NEEDLES ELECTRIC DISTRIBUTION





## City of Needles, California Request for Board Action

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

**Meeting Date:** February 14, 2023

**Title:** FY 2022-23 Mid-year Budget Revisions-NPUA and approval of Resolution #02-14-2023-NPUA, amending Resolution No. 06-14-2022-NPUA

**Background:** The City Manager and Finance staff have reviewed the approved 2022-23 NPUA budget against actual revenue and expenditures through December 31, 2022 (6 months). There are two changes that are being proposed from the original budget to the revised budget. Due to the ongoing Rio Buena Vista litigation, legal budget for both Water and Wastewater needs to be increased by \$50,000 each. Staff has also requested adding \$50,000 to revenue for both Water and Wastewater due to increases from new customers and peak season increases.

At the meeting of the Board of Public Utilities held on February 7, 2023, the Board recommended approval of the NPUA budget by the NPUA board.

**Fiscal Impact:** See attached budget report.

**Recommended Action:** Adopt the proposed revised NPUA budget for fiscal year ending June 30, 2023.

**Submitted By:** Barbara DiLeo, Sr. Accountant

**City Management Review:** Rick

**Date:** 2/1/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4



RESOLUTION NO. 02-14-2023-NPUA

A RESOLUTION OF THE NEEDLES PUBLIC UTILITY  
AUTHORITY OF THE CITY OF NEEDLES, CALIFORNIA ADOPTING  
THE PROPOSED REVISED BUDGET FOR FISCAL YEAR  
2022–2023, AMENDING RESOLUTION NO. 06-14-2022-NPUA

WHEREAS, the Proposed Revised Budget for the operations of the NPUA for fiscal year 2022-23 has been prepared and submitted to the Needles Public Utility Authority;

NOW, THEREFORE, BE IT RESOLVED that the Needles Public Utility Authority of the City of Needles, California does hereby approve and adopt the 2022–2023 fiscal year revised budget for the operation of the NPUA as submitted.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Needles Public Utility Authority of the City of Needles, California, held on the 14th day of February, 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney













## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** February 14, 2023

**Title:** Study Session Amending the City Code and Land Use Map  
Associated with the General Plan Update and Adopting a Mitigated  
Negative Declaration/Initial Study

**Background:** State planning and zoning law (California Government Code Section 65000 et seq.) requires all counties and cities in California to outline a plan for its long-term growth and development through a planning document called a general plan. The general plan acts as a "constitution" for development and is the jurisdiction's lead legal document in relation to growth, development, and resource management issues. Development regulations (e.g., zoning) are required by law to be consistent with the general plan.

State law also directs jurisdictions to update their general plan as needed to reflect updates in conditions and to reflect changes in state law. While the City recently updated its Housing Element, the bulk of the Needles' General Plan was last updated in 1986 and needs a thorough review and revision. Much has changed over the past 37 years, with some changes presenting challenges and other changes presenting opportunities.

The City was able to obtain over \$350,000 in state grants to conduct, review and update its Land Use and Transportation Elements: a \$204,000 grant from the California Department of Transportation (Transportation) and \$150,000 in grant funds from the Department of Housing and Community Development (Land Use). These grants also covered the necessary activities to update the City Code to maintain consistency between the General Plan and Zoning. Other portions of the General Plan will be updated as necessary in future years.

**Analysis:** The City's Land Use and Transportation Elements represent the core of the General Plan and were the most important to update first. These elements designate how land is to be used and developed, position the City for greater economic development, prioritize public and private investments, and structure how people and goods move within Needles.

The draft Land Use and Transportation Elements update the City's long-term policy plan. These elements not only comply with changes in state law to reflect current conditions and opportunities, but also improve the quality of life and economic prosperity for Needles' residents and businesses. The new elements consolidate the two most important topics of the General Plan into a single, streamlined document that

contains a new Citywide Vision and revised goals, policies, actions, tables, and maps. Some of these changes include the following:

- An updated land use map that promotes a compatible mix of land uses that concentrates growth into areas served by infrastructure, provides the flexibility to accommodate a wide range of development opportunities, and maximizes proximity to and the health of the Colorado River and surrounding desert environment;
- An increased number of land use and zoning designations that allow a wide range of housing types (both single-use and mixed-use);
- The addition of explicit density and intensity standards that promote a wide range of development options while ensuring compatibility with surrounding neighborhoods;
- The establishment of a Downtown Core and new street design for Broadway to encourage a vibrant and pedestrian-friendly downtown atmosphere;
- An expansion and formal designation of bicycle and pedestrian facilities to facilitate safe and enjoyable movement through Needles for people of all ages;
- An update to the roadway network that accommodates growth without increasing the burden of building or maintaining larger roads; and
- A clarification on the desired truck network to safely and efficiently move goods through the City.

Additionally, City staff is proposing to consolidate both its General Plan Map and Zoning Map into a "single-map" system where there is one set of land use categories to regulate development. The City currently maintains two maps to regulate land use: one to reflect General Plan land uses and another to represent Zoning Districts. Consistency between these two maps is required but can be difficult to maintain. With the passage of Senate Bill 1333 in late 2018, all jurisdictions in California (including charter cities) must maintain consistency between the General Plan and Zoning maps.

A "two-map" system can be helpful in very large jurisdictions where the range of land uses and densities can vary substantially, and a simplified General Plan map of a dozen land use designations can be helpful to guide the implementation of dozens of zoning districts. In Needles, however, the number and nature of land use categories in the current General Plan and Zoning documents are roughly the same but are largely distinct simply because of naming conventions. Instead, a single Land Use and Zoning Map will offer a more clear and efficient way of managing land use and development for all.



**Public Engagement:** The City conducted a diverse set of activities to communicate with the general public and key stakeholders over the past two years. After an initial distribution of a project fact sheet, City staff conducted a community survey and a set of stakeholder interviews, including local businesses, financial institutions, the development community, and public service providers, to identify key issues and opportunities for change.

Upon considering the resulting input and conducting an analysis of economic and market conditions, the City presented a wide range of information and ideas for consideration at an in-person Open House in November 2021 at the Needles Recreation Center. The materials presented included maps of existing conditions and visual depictions of strategies to attract new development, enhance the downtown area, improve streets, pedestrian/bicycle facilities, and create new business opportunities. Over 100 people of all ages attended this Open House and engaged with City staff and the consultant team to identify their thoughts and responses to ideas on how to change land use and transportation planning in Needles. A second Open House was conducted in March 2022 at City Hall to focus on potential strategies and new zoning to stimulate activity and economic development for Downtown Needles. Approximately 20 individuals attended to voice their desires to commemorate and advance the revitalization of the downtown area.

The City also conducted tribal notification and consultation through direct communication with the Native American Heritage Commission, consistent with state law (AB 52 and SB 18). Finally, the City conducted all mandated public distribution and review activities associated with the Mitigated Negative Declaration/Initial Study, prepared in compliance with CEQA guidelines.

Information on the community open houses was placed in the local newspaper, on the City's website, and posted at City Hall, at the City Council chamber facility, and other conspicuous locations throughout the City at least two weeks prior to the event. Additional notification was communicated through utility inserts.

**Fiscal Impact:** Facilitates creation of new housing and jobs, which will yield increase in sales and property tax revenue through higher property values, increased spending at current retail stores, and improved market viability to support additional retail stores. Supported by existing infrastructure and facilities, additional development is expected to generate sufficient revenues to offset added costs for public services and ongoing maintenance over time. Also allows the City to process grant requests for funding projects within the City.

**Environmental:** Pursuant to CEQA, the City of Needles conducted an environmental review of the proposed updated Land Use and Transportation Elements and determined that the proposed project will not result in any potentially significant impacts that cannot be mitigated. Accordingly, along with updates to portions of the City Code and the Zoning Map, the City intends to adopt a Mitigated Negative Declaration/Initial Study

(MND/IS) and Mitigation Monitoring and Reporting Program (MMRP). The Final MND/IS, which includes the MMRP, is attached to this report as Exhibit C

The Draft MND/IS was distributed and circulated for public review on December 2, 2022, for a review period of 30 days as required by CEQA. During the public review period, one letter was received on the environmental document; that letter was from the County of San Bernardino, Department of Public Works, Environmental Management Division. The City fully responded to all comments in the Responses to Comments that was attached to the MND/IS and published in January 2023.

**Recommendation:** Provide Staff Direction

**Submitted By:** Patrick Martinez, Assistant City Manager/Development Services  
Colin Drukker, Placeworks, Inc

City Management Review: \_\_\_\_\_ Date: \_\_\_\_\_

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

# City of Needles

## Land Use & Transportation Element



Lead Agency:

**CITY OF NEEDLES**  
817 Third Street  
Needles, CA 92363  
**Contact:** Patrick Martinez,  
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*PUBLIC REVIEW DRAFT, VERSION 2*

**February 2023**

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### Funding Sources

The City received a \$160,000 from the State of California in 2020 through the SB 2 Planning Grants Program and \$203,987 from Caltrans in 2020 through the SB 1 Sustainable Communities Grants Program to update its existing Land Use and Transportation Elements to bring the City into compliance with state law and create a better community for residents, businesses, and visitors of Needles. The City supplemented this funding with local match dollars and staff resources.

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## BACKGROUND

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### Purpose

The Land Use and Transportation Element provides the long-term planning direction on the orderly growth and management of Needles through a series of goals, policies, maps, and tables. This Element addresses the physical pattern of development, the location and interaction of various land uses, and the design and extent of transportation networks to foster a more enjoyable and prosperous life in Needles.

### Planning Context

The broader planning context for Needles spans across three states in the southwest US: the vast stretches of undeveloped desert land in California; the Colorado River as the eastern border and primary resource for economic development, water, and energy; the Mojave Valley and nearby cities and towns in Arizona and Nevada; and, from a regulatory and economic perspective, the whole of Southern California.

The City's official planning context is referred to as its sphere of influence (SOI) and represents the land area where future urbanized development will most likely be serviced by the City of Needles. The SOI includes both area within the incorporated boundaries and adjacent unincorporated areas and represents over 350,000 acres (556 square miles) of land.

The vast majority of the unincorporated SOI is owned and controlled by the federal government and is unlikely to be urbanized through conventional development within the next 20 to 50 years. The incorporated SOI is large enough to provide opportunities for urban development for decades to come, with city boundaries encompassing nearly 20,000 acres (31 square miles), of which roughly 2,200 acres are currently used for urban activities and the balance is vacant.



Accordingly, the City's General Plan focuses its attention on the incorporated boundaries. From a planning perspective, the City considers the County of San Bernardino's Policy Plan to be the guiding planning document for the entirety of the unincorporated SOI.

## Citywide Vision

Needles is a prosperous, safe, full-service city along the Colorado River amidst the beauty of the Mojave Desert. Housing options range from large and secluded rural homes to clusters of single family and multifamily homes in neighborhoods to higher density options along the water and in the downtown. With continual population growth, a greater number and variety of retail stores choose to locate in Needles and enhance local access to essential goods and services. The vibrant and walkable downtown is where the community comes to shop, dine, gather, and celebrate its history and culture. The City coordinates closely with the primary and secondary school districts to enhance educational and training opportunities for those growing up and continuing to learn in Needles. People of all ages and abilities can move around Needles safely and efficiently along citywide networks that support those traveling by car, bus, bike, or foot.

Economic opportunities include jobs for the local community, the ability to start a small business and expand a growing business, and the entrepreneurial spirit to support pioneering industries that can leverage Needles' unique location and access to plentiful water and low-cost energy. Daytime and overnight visitors enjoy incredible access to the River, the surrounding desert, and convenient shops and restaurants.

The City maintains and improves the quality of life for and safety of its residents, workers, and visitors through ongoing and strategic public improvements to essential infrastructure, public services, and community facilities. Underlying all City decisions is an approach to governance that embraces flexibility while adhering to tenets of fiscal sustainability and incorporating long-term thinking into short-term decision-making.



*Note: The above vision statement is intended to be inspirational and set the direction for the General Plan's goals, policies, maps, and tables, as well as implementation programs, City Council Goals, and other long-term planning efforts.*

## LAND USE

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### Goals & Policies

#### **GOAL LU-1     A COMPATIBLE AND BALANCED MIX OF LAND USES THAT ENABLE PEOPLE TO LIVE AND WORK IN NEEDLES**

**Policy LU-1.1     Growth management.** Encourage new development to take place in areas that are already served by existing utilities, expanding and improving systems and capacity as appropriate and fiscally sustainable. Discourage development and extension of services outside of the City's incorporated boundaries.

**Policy LU-1.2     New housing construction.** Promote and facilitate residential development to provide housing opportunities for those working in Needles and to help attract and retain key commercial services within Needles. Expand opportunities for multifamily and mixed-use residential development into General Commercial areas.

**Policy LU-1.3     Compatibility with existing uses.** Require that new development be located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require new residential development to be located, scaled, buffered, and designed so as to not hinder the viability and continuity of existing conforming nonresidential development.

**Policy LU-1.4     Compatibility with planned uses.** Require that new development and proposed general plan amendments are located, scaled, buffered, and designed to minimize negative impacts both on and from adjacent areas as designated on the Land Use Map.

**Policy LU-1.5     Land use buffers.** Require appropriate buffering between commercial, manufacturing, and other land use/zoning designations, considering noise, odors, vibration, emissions, and vehicular traffic.

**Policy LU-1.6     Cannabis dispensaries.** Limit retail cannabis dispensaries to General Commercial areas that are outside of the downtown core and adjacent to residential neighborhoods.

**Policy LU-1.7     Environmentally sensitive development.** Require new development to maximize its compatibility with the natural environment and avoid expansions or encroachments into environmentally sensitive areas.

**Policy LU-1.8     Public facilities.** Plan and coordinate to locate land and size facilities dedicated to open space, parks, education, and other public uses as appropriate to serve existing and future residents.

#### **GOAL LU-2     A DIVERSIFIED LOCAL ECONOMY THAT CREATES JOBS AND A SUSTAINABLE REVENUE STREAM**

**Policy LU-2.1     Business attraction and investment.** Expand economic investment and high quality job opportunities through reinvestment by existing businesses and new investment from new businesses, particularly those that will provide jobs for Needles residents.

**Policy LU-2.2**     **Workforce development.** Facilitate engagement between local businesses and the Workforce Development Board, the community college, and school district to support hiring, training, and retention of workers.

**Policy LU-2.3**     **Energy and water advantages.** Conduct marketing and economic development activities to attract new businesses that can leverage Needles' energy and water advantages.

**Policy LU-2.4**     **Rivers Edge.** Promote management of the Rivers Edge Golf Course to a fiscally sustainable format.

### **GOAL LU-3     EXPANDED AND IMPROVED PUBLIC ACCESS AND USE OF THE COLORADO RIVER**

**Policy LU-3.1**     **River improvements.** Promote the public and seasonal use of the River through public improvements.

**Policy LU-3.2**     **New development.** Leverage public property to facilitate hotel and resort development and expand public access to and use of the Colorado River.

**Policy LU-3.3**     **Open space and recreation.** Seek to expand or create large public open space and recreation space along the Colorado River.

### **GOAL LU-4     A PEDESTRIAN AND EXPERIENCE-ORIENTED DOWNTOWN CORE THAT SERVES AS A LOCAL GATHERING PLACE AND REGIONAL DESTINATION**

**Policy LU-4.1**     **Downtown core.** Promote the development of higher intensity residential, commercial, and mixed-use development in the downtown core, with building and site designs that facilitate a walkable, experience-oriented atmosphere.

**Policy LU-4.2**     **Downtown spaces and programming.** Establish, design, maintain, and program public spaces in the downtown core for public gathering, community activities, and tourism-generating events, particularly along or connecting to Broadway and Santa Fe Park.

**Policy LU-4.3**     **Adaptive reuse.** Encourage the adaptive reuse of existing structures in the downtown core, especially those that are of local historic and/or architectural value.

## **Implementation**

**Action LU-1**     **New housing.** Coordinate with the Southern California Association of Nonprofit Housing, the California Department of Housing and Community Development, and other agencies and organizations to identify funding and programs that would incentivize the construction of new housing in Needles.

**Action LU-2**     **Grocery store.** Explore marketing, funding, and financing opportunities to facilitate the location of a full-service grocery store in Needles.

**Action LU-3**     **Business development and workforce training.** Coordinate with the Inland Empire Small business development center, Workforce Development Center, and community college district to expand opportunities for business startups and training programs in Needles, both for those that serve existing businesses and industries that can leverage Needles' location and resources.



- Action LU-4**     **Rivers Edge Golf Course.** Explore potential alternatives designs for the Rivers Edge Golf Course that could improve fiscally sustainability, such as different hole formats, a driving range, and/or hotel.
- Action LU-5**     **Programming downtown and Broadway.** Identify partners and opportunities to program the Downtown Core and a redesigned Broadway for community and seasonal events and festivals.
- Action LU-6**     **Historic survey.** Identify and pursue funding to conduct a historical survey of downtown Needles.
- Action LU-7**     **Adaptive reuse and rehabilitation.** Identify and pursue funding to facilitate adaptive reuse and rehabilitation of residential and commercial businesses, either to abate blighted conditions or facilitate reuse by a new occupant or business.

## TRANSPORTATION

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### Goals & Policies

**GOAL TR-1     A SAFE, EFFICIENT, AND FISCALLY SUSTAINABLE NETWORK OF STREETS THAT ARE ADEQUATE FOR RESIDENTS, BUSINESSES, VISITORS, AND EMERGENCY SERVICES**

- Policy TR-1.1**     **Comprehensive network.** Plan, design, operate, and maintain transportation networks that promote safe and convenient travel within and through Needles to and from key destinations as appropriate for all users: pedestrians, bicyclists, transit riders, freight, and motorists.
- Policy TR-1.2**     **Level of service.** Maintain level of service (LOS) “D” or better along and at intersections of Broadway between J Street and Needles Highway, Needles Highway between Broadway and North K Street, and North K Street between Needles Highway and the Arizona state line. Maintain LOS C at all other public roadways and intersections during peak hours.
- Policy TR-1.3**     **Fair share of improvements.** Require new development to pay a fair share of needed transportation improvements based on a project’s impacts to the multimodal transportation network.
- Policy TR-1.4**     **VMT reduction.** Promote new development and transportation improvements that will reduce household and employment vehicle miles traveled (VMT) relative to existing conditions.
- Policy TR-1.5**     **Road maintenance.** Regularly update the pavement management plan and maintain roadways to ensure safety and functionality, as an investment strategy, and to improve the City’s image and quality of life.
- Policy TR-1.6**     **Roadway configuration.** Maintain existing roadway rights-of-way dimensions and the number of existing vehicle travel lanes to preserve Needles’ small town atmosphere, retain current speed limits, and manage ongoing maintenance costs. Allow expansions in roadway configuration when necessary and fiscally sustainable in order to meet desired levels of service.

- Policy TR-1.7 Medians.** Avoid the installation of medians to enhance access and response times for emergency vehicles and to minimize the proportion of ROW dedicated to travel lanes. Allow medians for roadways if necessary to enhance safety, provided pedestrian and bicycle crossings are not expected.
- Policy TR-1.8 Downtown parking.** Create and support flexible parking requirements and centralized parking options for downtown businesses.
- Policy TR-1.9 Truck routes.** Plan and designate routes where trucks are prohibited to avoid overlaps or conflicts with safe routes to schools, residential neighborhoods, noise-sensitive uses, and roads that are not designed and paved to accommodate trucks.
- Policy TR-1.10 Scenic highways.** Comply with state requirements regarding scenic highways along Interstate 40, maintaining the rights-of-way to protect and enhance the City's scenic resources.
- Policy TR-1.11 Colorado River Bridge.** Pursue and support options to fund maintenance and improvements to the bridge across the Colorado River in a manner that is fiscally sustainable.
- Policy TR-1.12 Vehicular crossings at railroads.** Encourage the installation, modernization, and improvement of grade separations at rail crossings to facilitate more convenient access for cars, trucks, and emergency vehicles.
- GOAL TR-2 A MULTIMODAL NETWORK THAT PROVIDES FOR THE SAFE AND CONVENIENT MOVEMENT OF PEOPLE OF ALL AGES AND ABILITIES**
- Policy TR-2.1 Nonmotorized networks.** Establish and maintain citywide networks of nonmotorized travel ways that create pedestrian and bicycle linkages between neighborhoods, recreational amenities, schools, employment centers, and commercial areas.
- Policy TR-2. 2 Multimodal design.** The design of the overall transportation network, individual roads, and pedestrian/bicycle facilities should consider the comfort, convenience, and safety of pedestrians, bicyclists, and motorists of all ages and abilities. Within public road rights-of-way, prioritize the design and use of the space outside of travel lanes and parking areas to serve pedestrians, bicycles, and transit service.
- Policy TR-2.3 Context-sensitive design.** Design vehicular, pedestrian, and bicycle facilities and networks based on a combination of their land use and roadway context to promote safety and efficiency for all users.
- Policy TR-2.4 Pedestrian- and bicycle-friendly streets.** Create and maintain pedestrian- and bicycle-friendly public streets within residential neighborhoods and the downtown core; around schools, parks, and public facilities; and along neighborhood and general commercial centers. Promote dedicated facilities instead of shared facilities for pedestrians and bicyclists.
- Policy TR-2.5 Pedestrian and bicycle crossings at railroads.** Coordinate with BNSF and pursue funding to modernize existing and establish new grade-separated railroad crossings to enhance connectivity for pedestrians and bicyclists.

- Policy TR-2.6**    **Electric bikes.** Support and encourage the use of electric bicycles to reduce resident and employee reliance on cars, resulting in greater mobility while lowering vehicle miles traveled and associated emissions.
- Policy TR-2.7**    **Transit service.** Maintain and enhance transit services to provide residents and workers with accessible and convenient service between residential neighborhoods, commercial centers, employment nodes, and medical facilities. Expand transit service as feasible to facilitate access to the Colorado River for residents and tourists.
- Policy TR-2.8**    **Safe routes to school and recreation.** Provide pathways and facilities that encourage and facilitate safe travel between schools, parks, recreation facilities, and residential neighborhoods on foot and by bike.
- Policy TR-2.9**    **Traffic calming.** Use traffic calming measures in residential areas and activity centers, where warranted and appropriate, to enhance the safety of pedestrians and bicyclists.
- Policy TR-2.10**   **Needles Airport.** Coordinate with the County to maintain Needles Airport for general aviation services.

## Implementation

- Action TR-1**    **Broadway street design.** Redesign and maintain Broadway between A Street and J Street as a two-lane roadway with angled parking and pedestrian-friendly sidewalks.
- Action TR-2**    **Railroad crossings.** Coordinate with BNSF to improve the underpass at K Street for pedestrians, bicycles, and emergency vehicles. Coordinate with BNSF to evaluate and plan for an overpass or underpass suitable for vehicular, pedestrian, and bicycle travel at Smith Road/Park Drive.
- Action TR-3**    **Central parking in the Downtown Core.** Identify other publicly accessible lots in downtown that can be used for centralized business parking, event parking, and/or overflow parking.
- Action TR-4**    **Safe routes improvements.** Coordinate with Needles Unified School District to install multi-modal improvements along the Multimodal Loop and other roadways/routes that are used by students to access primary and secondary schools by walking and biking.
- Action TR-5**    **Electric bike options.** Identify and explore grants and other funding programs for lower income residents to obtain an electric bicycle and expand their mobility options.
- Action TR-6**    **K Street Bridge.** Identify and pursue funding opportunities to maintain and repair the K Street Bridge, as well as opportunities to leverage financial and governmental partnerships with Caltrans and agencies in Arizona.

## EXHIBITS

Exhibit 1: Land Use and Zoning Designations

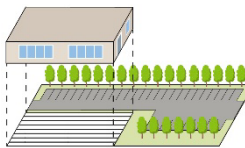
| Land Use/Zoning Designation <sup>1</sup>          | Density/Intensity <sup>2</sup>  | Typical Uses <sup>3</sup>  |
|---|---------------------------------|--|
| <b>RESIDENTIAL DESIGNATIONS</b>                   |                                 |  |
| <b>Single Family (R-1)</b>                        | 1 to 7 units                    | Low-density, single-family residences  |
| <b>Two-Family (R-2)</b>                           | 8 to 17 units                   | Medium-density, two-family residences  |
| <b>Multifamily (R-3)</b>                          | 18 to 30 units                  | High-density multiple family units, such as apartments, condos, or townhouses  |
| <b>COMMERCIAL AND MIXED USED DESIGNATIONS</b>     |                                 |  |
| <b>Planned Unit Development (PD)</b>              | Up to 30 units<br>Up to 2.0 FAR | Master planned developments that combine residential, commercial, and/or manufacturing activities in a manner that maximizes a property's potential and promote unique site designs and clustering to provide and preserve open space and ensure land use compatibility with adjacent uses     |
| <b>Commercial, Residential, Resort (CRR)</b>      | Up to 30 units<br>Up to 2.0 FAR | A diversity of land use types along the Colorado River, catering to the resort atmosphere, which may include a full range of residential and commercial densities  |
| <b>Neighborhood Commercial (C-1)</b>              | Up to 0.50 FAR                  | Commercial retail and services that address the daily or frequent food and convenience needs of Needles residents, located next to or within close proximity to neighborhoods, with typical uses such as markets, drug stores, barbers and beauty shops, and laundry and cleaning services     |
| <b>General Commercial (C-2)</b>                   | Up to 1.0 FAR<br>Up to 30 units | A wide range of commercial uses that can serve Needles residents as well as visitors passing through or staying overnight. Typical examples include hotels/motels, restaurants, and clusters of retail stores. Residential uses such as duplexes and multifamily apartments are also permitted |
| <b>General Commercial (C-2)<br/>Downtown Core</b> | Up to 2.0 FAR<br>Up to 30 units | A mix of medium-density, high-density, and mixed-use residential and commercial uses, with building and site designs that are pedestrian oriented and reflect and celebrate the historic downtown along and around Broadway  |
| <b>Highway Commercial (C-3)</b>                   | Up to 1.0 FAR                   | Commercial uses that benefit from exposure along the freeway and primarily attract customers traveling by motor vehicle. Typical examples include automobile sales and services, gas/charging stations, shopping centers, restaurants, and hotels/motels                                       |
| <b>INDUSTRIAL DESIGNATIONS</b>                    |                                 |  |
| <b>Light Manufacturing (M-1)</b>                  | Up to 0.75 FAR                  | Low-impact industrial uses where operations are totally enclosed in a structure, such as research and development facilities, technology centers, corporate offices, and clean industry. Limited outdoor uses may be permitted with a conditional use permit.                                  |
| <b>General Manufacturing (M-2)</b>                | Up to 0.75 FAR                  | Industrial uses where all or part of operations take place outside and activities that generate odor, noise, vibration, truck traffic, or are otherwise incompatible with neighborhoods and other sensitive areas  |

## Exhibit 1: Land Use and Zoning Designations

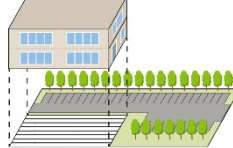
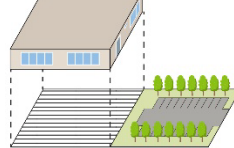
| Land Use/Zoning Designation <sup>1</sup>  | Density/Intensity <sup>2</sup> | Typical Uses <sup>3</sup>  |
|---|--------------------------------|--|
| <b>PUBLIC AND OPEN SPACE DESIGNATIONS</b> |                                |  |
| <b>Public Facilities (P)</b>              | n/a                            | Public facilities such as schools, parks, civic centers, medical centers, and government operations                      |
| <b>Open Space (OS)</b>                    | n/a                            | Land that should remain undeveloped and maintained as open space to preserve the ecological and aesthetic desert setting |

1. The City uses a single set of land use designations and one map to designate general plan and zoning to promote clarity and ensure consistency on a parcel level.
2. All measures of density and intensity are based on a net acre. FAR = floor area ratio (see graphic below).
3. A listing of typical uses is provided to communicate the general intent of the land use designation. A more detailed listing of permitted uses can be found in the City Zoning Code. Clarification on uses not listed are subject to the provisions of the City Zoning Code and direction by the Director of Development Services.

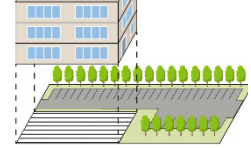
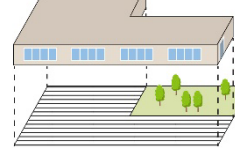
FAR = 0.25



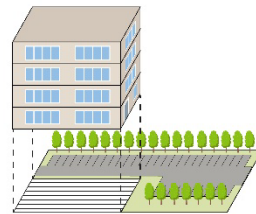
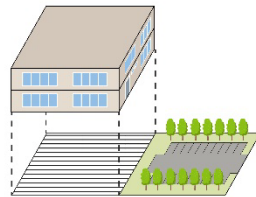
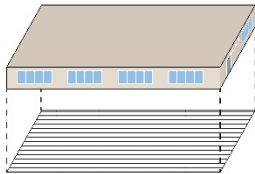
FAR = 0.50



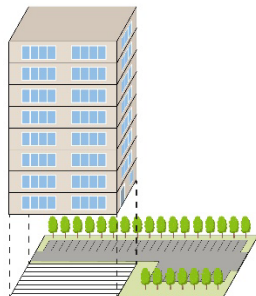
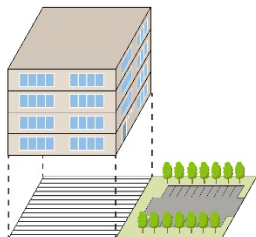
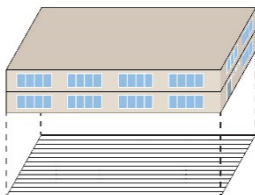
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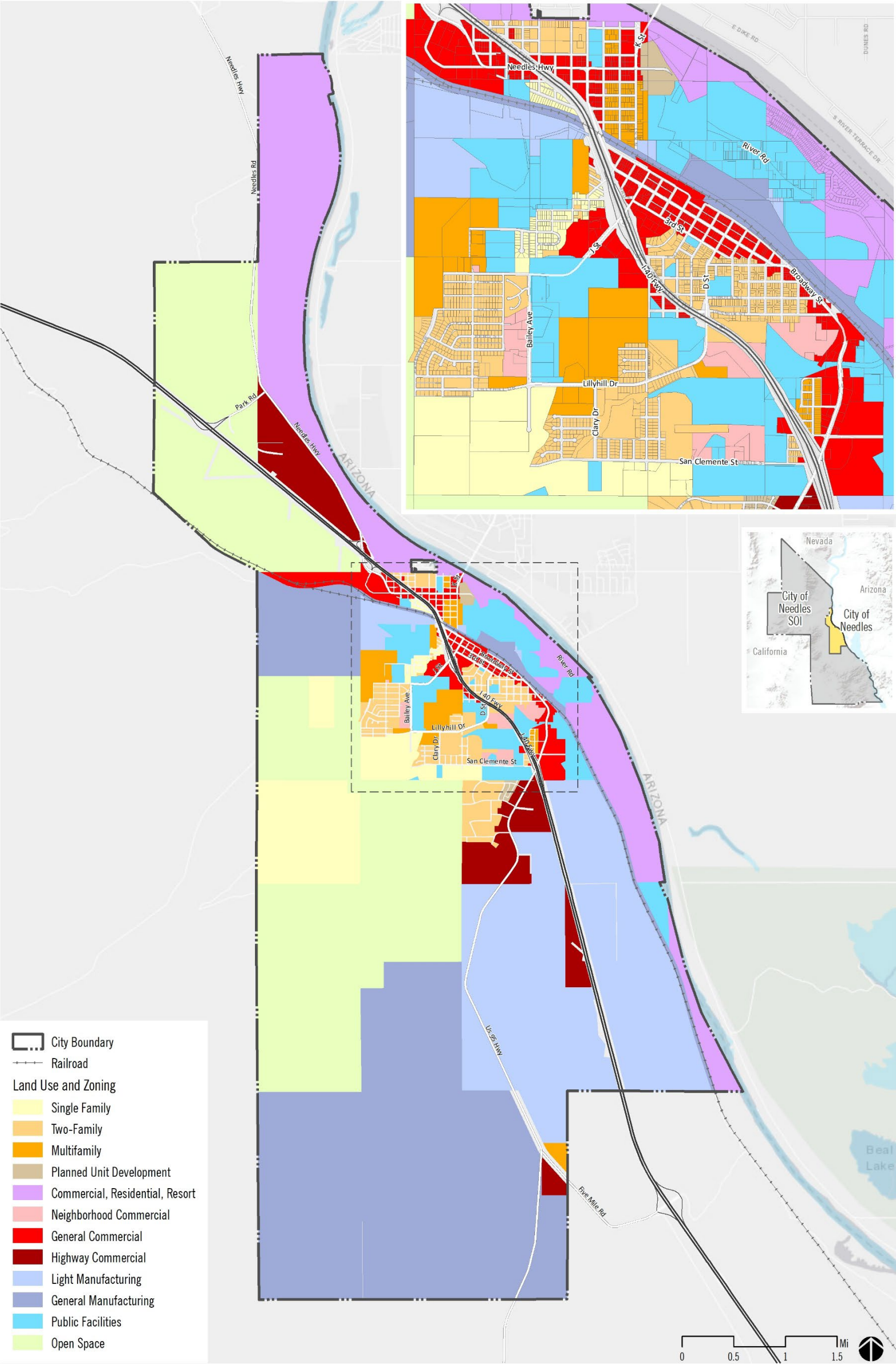
FAR = 1.00



FAR = 2.00







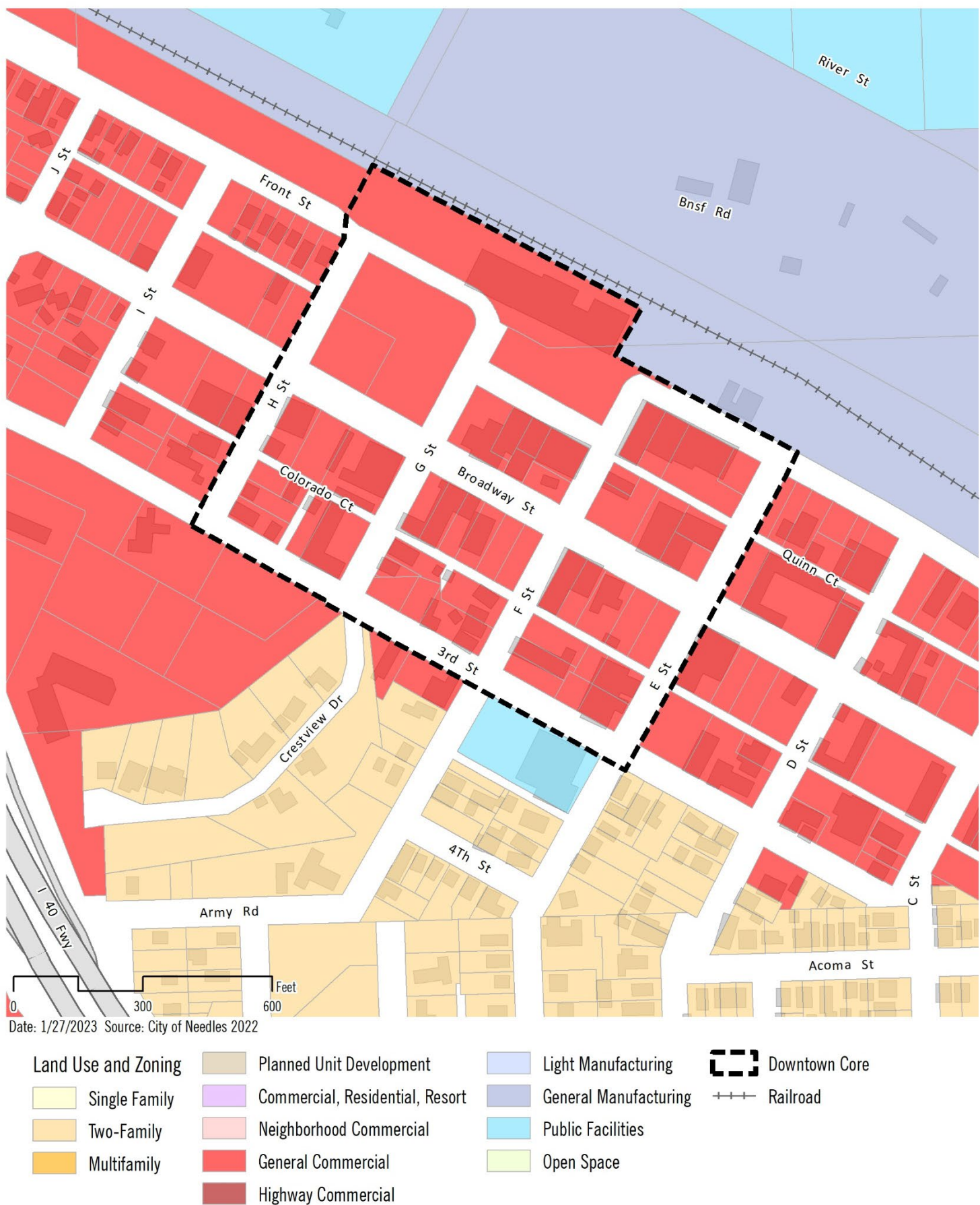
Date: 2/7/2023 Source: City of Needles 2022



Exhibit 2  
Land Use and Zoning

Note: For land use planning and regulation, the City considers the County of San Bernardino’s Policy Plan to be the guiding document for the entirety of the unincorporated SOI.





**LAND USE & TRANSPORTATION**  
NEEDLES GENERAL PLAN UPDATE

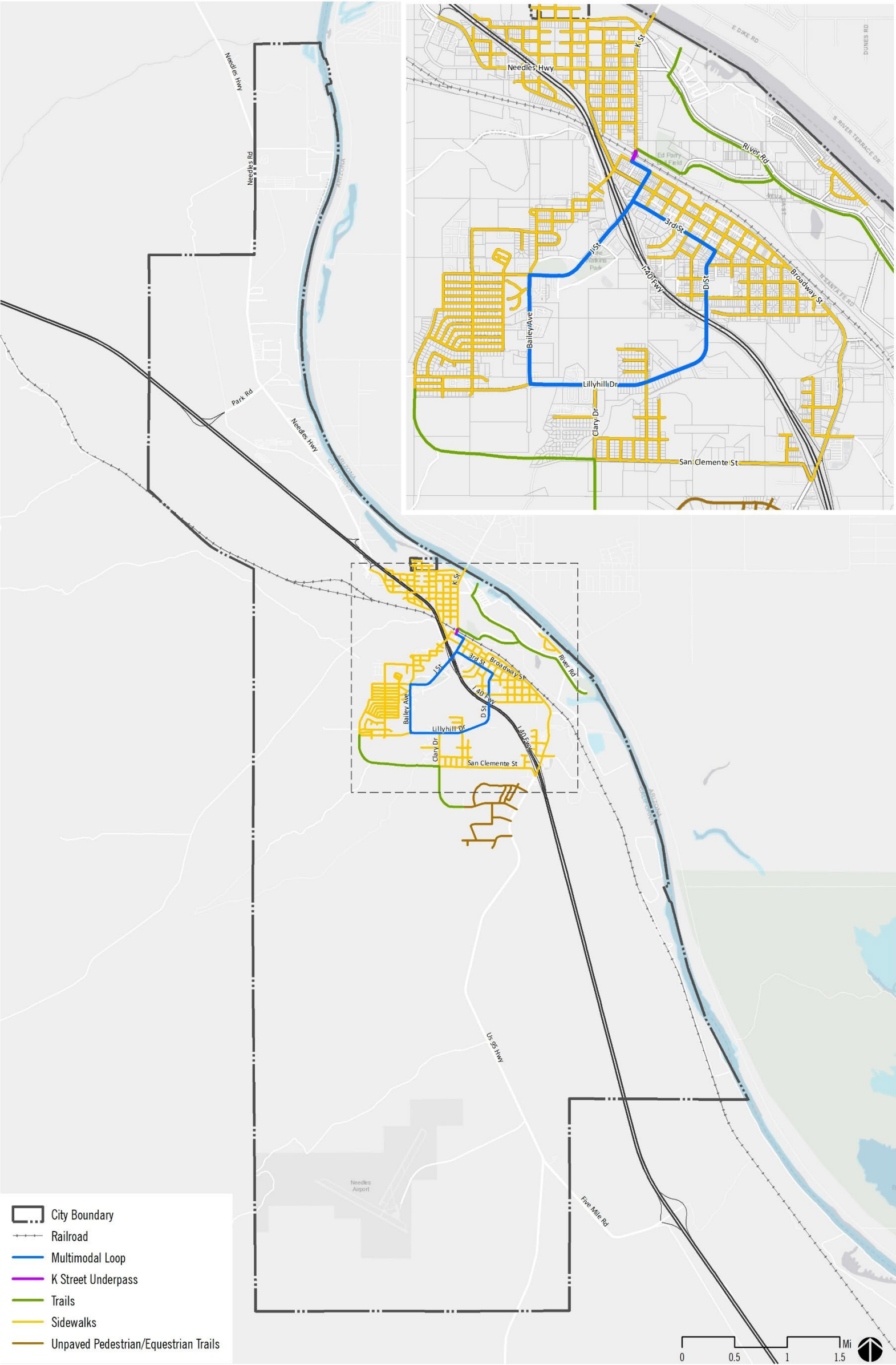
### Exhibit 3 Downtown Core Boundary

*Notes: The “Downtown Core” is defined by the following boundaries: from the west side of H Street to the east side of E Street and extending to the north side of Front Street (including El Garces) and to the south side of 3rd Street. This area is intended for a pedestrian- and experience-oriented downtown that serves as a local gathering place and regional destination.*

*As shown in Exhibits 4 & 9, the design of Broadway is intended to create a more pedestrian-friendly and vibrant downtown environment, while expanding on-street parking adjacent to businesses. The current (as of 2023) four-lane facility between J Street and A Street (both inside and adjacent to the Downtown Core) would be changed to a two-lane facility (one travel lane in each direction) and on-street angled parking.*



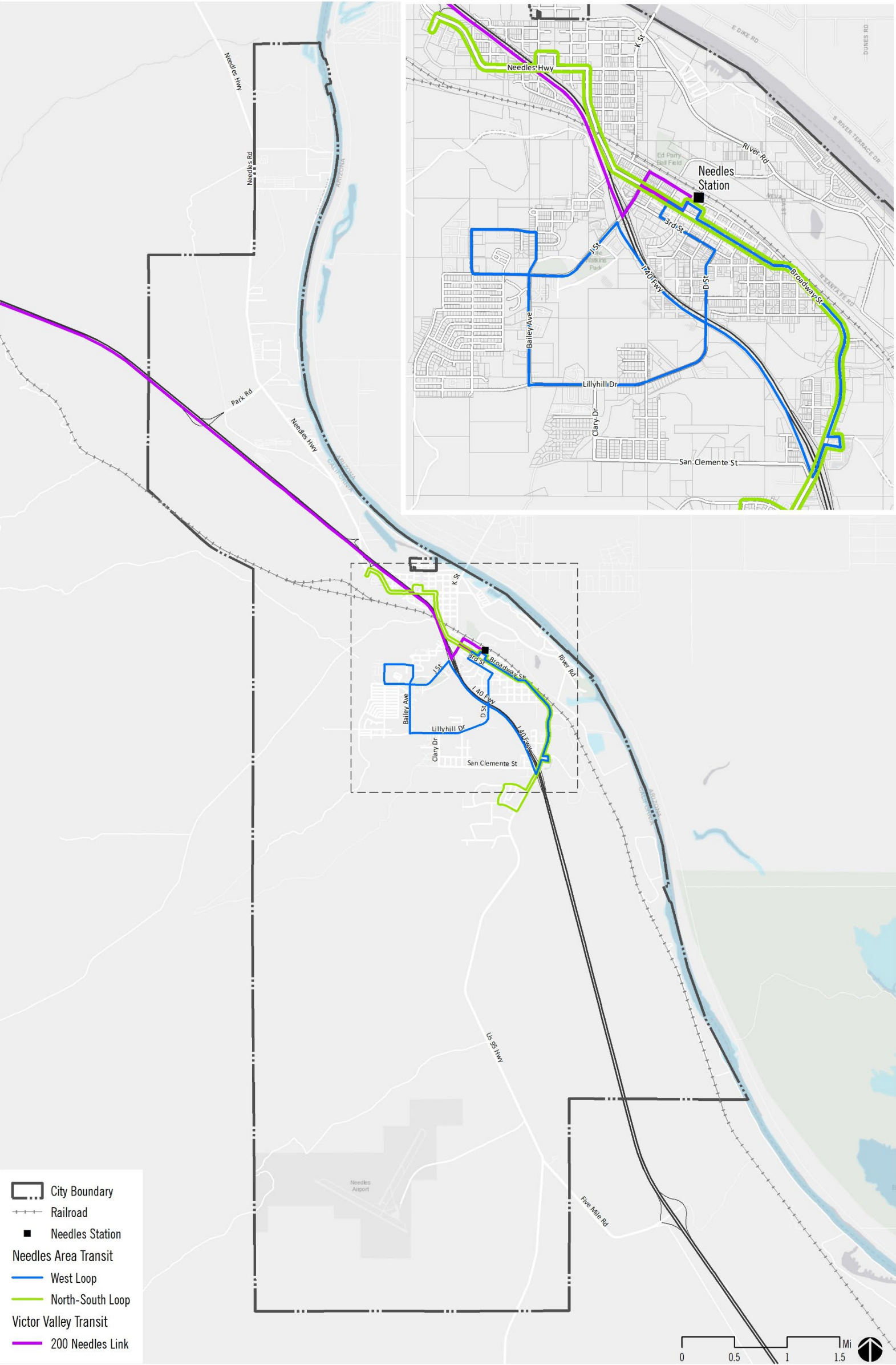




Date: 11/30/2022 Source: City of Needles 2022



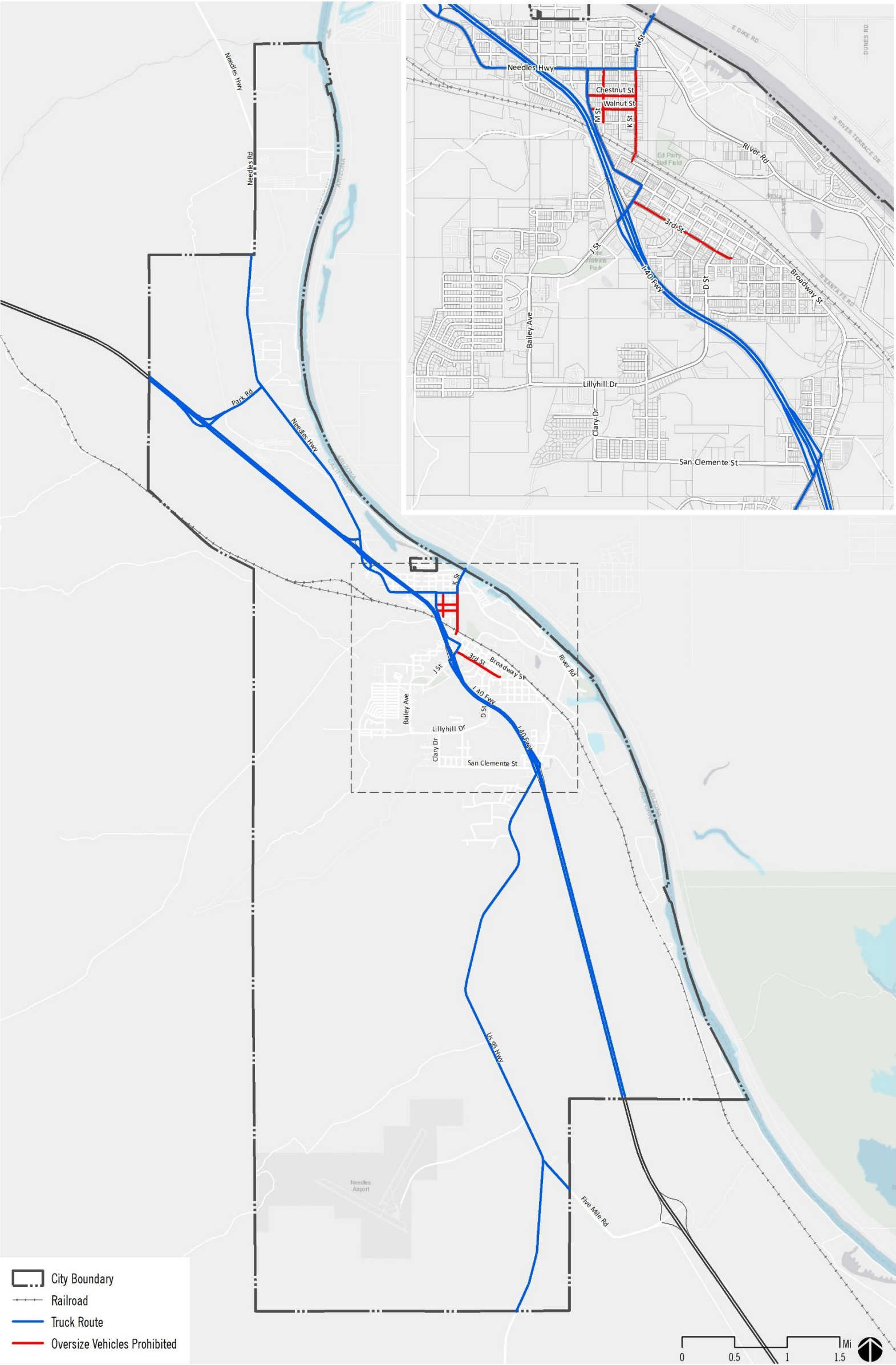
Exhibit 5  
Bicycle and Pedestrian Network



**LAND USE & TRANSPORTATION**  
NEEDLES GENERAL PLAN UPDATE

Exhibit 6  
Transit Network

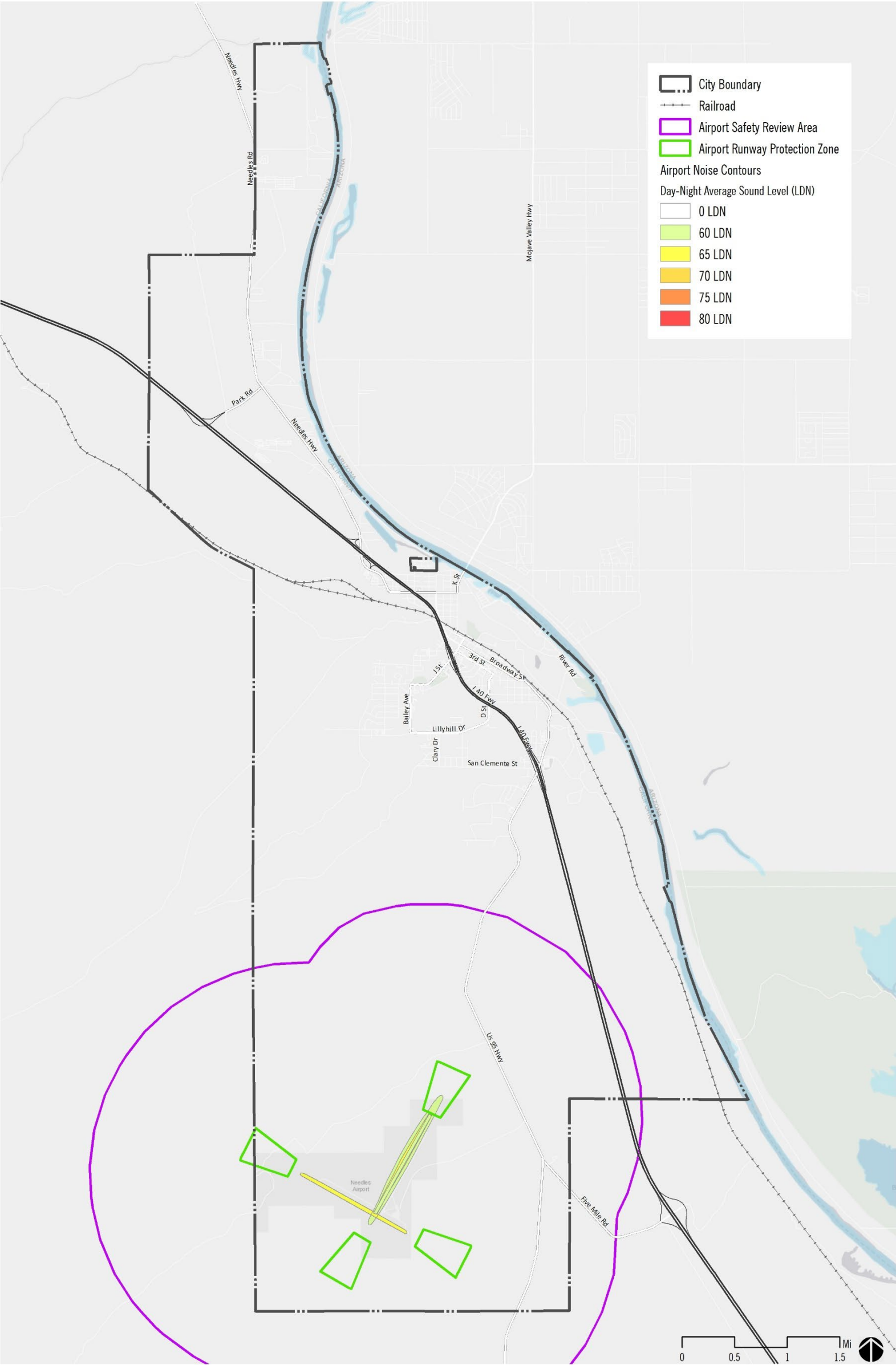




Date: 11/30/2022 Source: City of Needles 2022



Exhibit 7  
Truck Network



Date: 11/30/2022 Source: City of Needles 2022



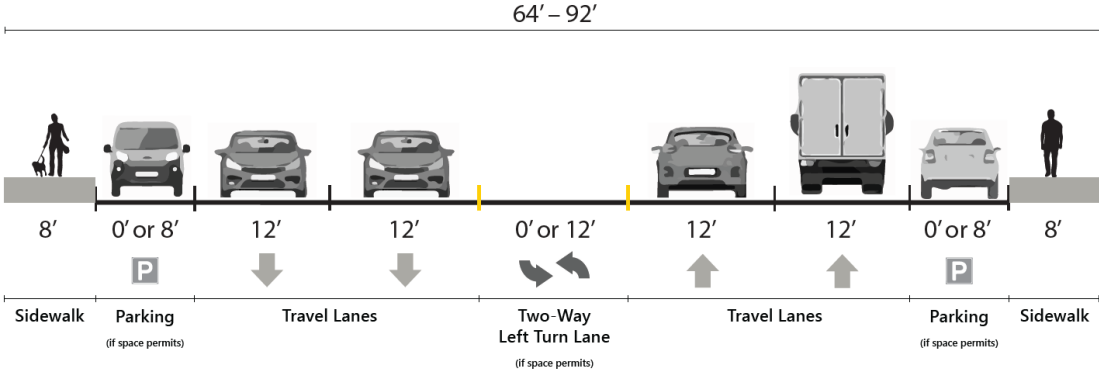
Exhibit 8  
Airport Planning Area

Note: The Airport and surrounding area is designated for General Manufacturing, which is considered an industrial area. Consistent with the Noise Element, the maximum exterior noise level is 75 LDN or dBA.

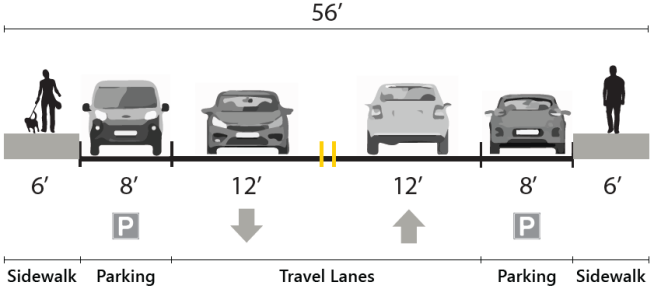
Exhibit 9: Street Sections

Note: street sections are typical right-of-way designs; design may be adjusted by the City based on constraints that are unique to specific locations.

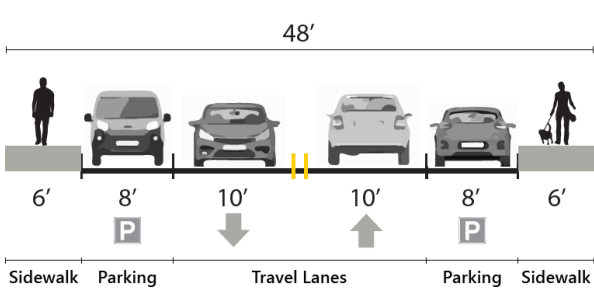
Arterial Road



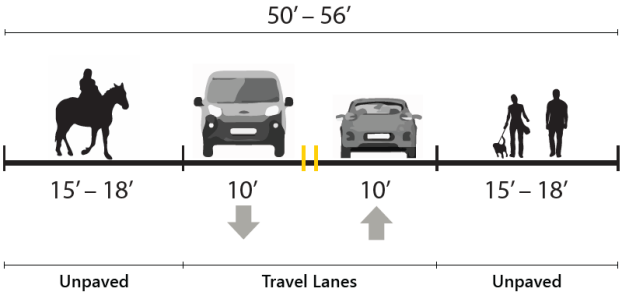
Collector Road



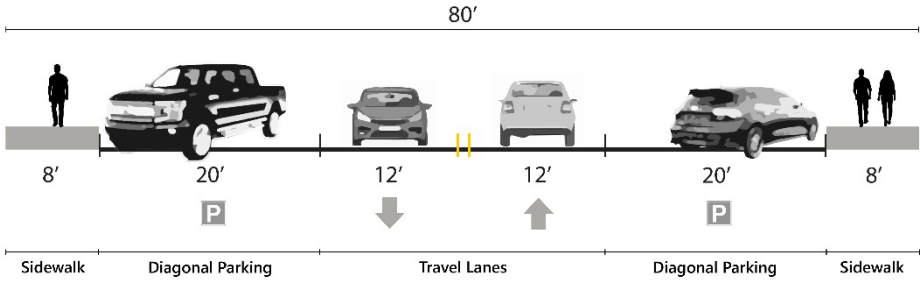
Local Road



Local Rural Road

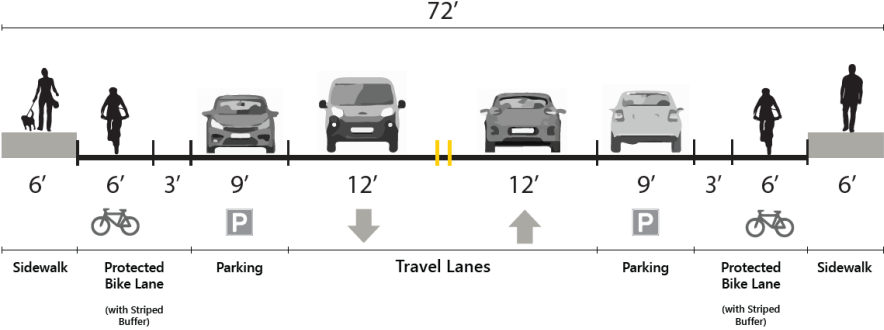


Broadway

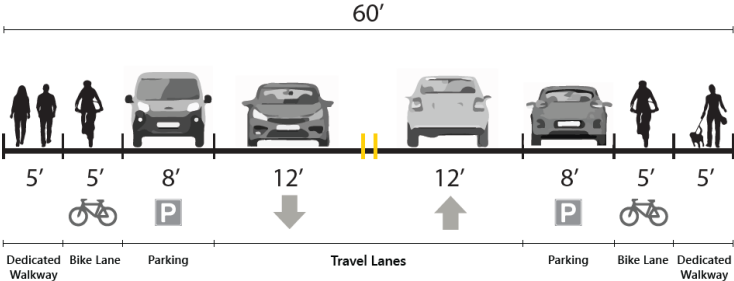


Multimodal Loop – design may vary by location

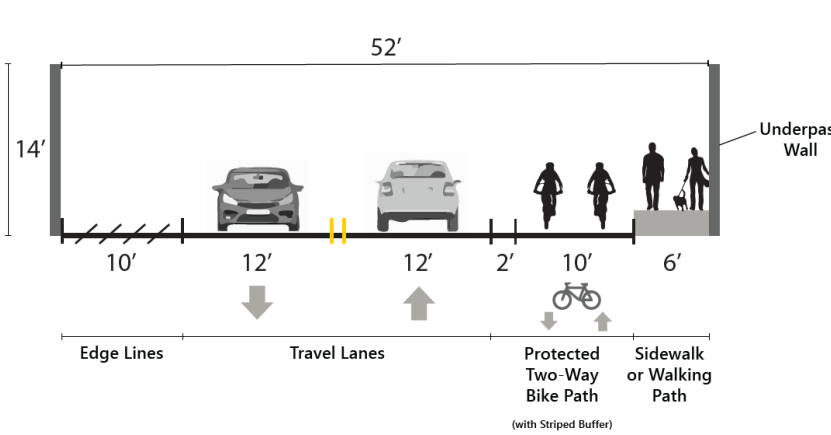
Option 1



Option 2

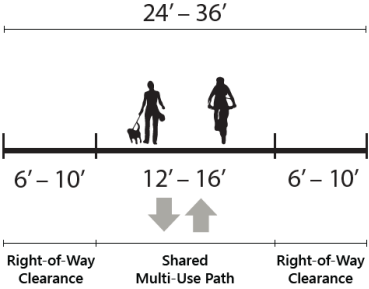


K Street Underpass

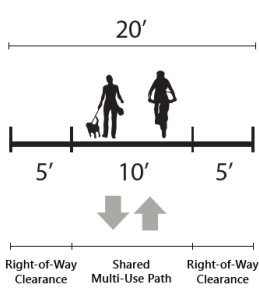


Multimodal Trail

Option 1



Option 2



## Amendments to City Code

**A. Section 92.00 Definitions**

Downtown Core. The "Downtown Core" is defined by the following boundaries: from the west side of H Street to the east side of E Street and extending to the north side of Front Street (including El Garces) and to the south side of 3rd Street, as depicted in the General Plan. This area is intended for a pedestrian- and experience-oriented downtown that serves as a local gathering place and regional destination.

Mixed-use residential. A "mixed-use residential" development contains a mix of residential and nonresidential uses that are vertically and/or horizontally integrated into a single building or on a single project site. If there is more than one building proposed, all buildings are designed to be internally accessible by pedestrians.

**B. Section 93.04 Commercial Zones**

(c) C-2 General Commercial Zone. This zone is generally intended ~~for uses in the central business district (particularly those that are pedestrian-oriented) accommodating to accommodate~~ a wide range of commercial ~~uses that are compatible with and integrated alongside and associated~~ residential uses. The Downtown Core area is intended to foster a pedestrian- and experience-oriented environment through a blend of commercial, high density residential, and mixed-use residential development. Permitted residential density is eight (8) to thirty (30) units per net acre.

**C. Section 96.01 "Table of permissible uses"**

| Zones:                                 | R1 | R2 | R3            | CRR | C1           | C2            | C3 | M1 | M2 | P |
|--|----|----|---------------|-----|--------------|---------------|----|----|----|---|
| 1.00 Residential                       |    |    |               |     |              |               |    |    |    |   |
| 1.20.1 Single Family, 1 du / lot       | Z  | Z  | Z             | Z   | <del>Z</del> |               |    |    |    |   |
| 1.20.2 Single Family, 2 du / lot       | Z  | Z  | Z             | Z   | -            |               |    |    |    |   |
| 1.30.1 Accessory Dwelling Units        | Z  | Z  | Z             | Z   | <del>Z</del> | Z             |    |    |    |   |
| 1.30.2 Junior Accessory Dwelling Units | Z  | Z  | Z             | Z   | <del>Z</del> | Z             |    |    |    |   |
| 1.30.3 Manufactured & Tiny Homes       | Z  | Z  | Z             | Z   | <del>Z</del> | <del>SZ</del> |    |    |    |   |
| 1.40 Primary with accessory apartment  | S  | Z  | Z             | Z   |              |               |    |    |    |   |
| 1.50 Duplex                            |    | Z  | Z             | Z   |              | <del>SZ</del> |    |    |    |   |
| 1.60 Multifamily apartments            |    |    | Z             | C   |              | <del>SZ</del> |    |    |    |   |
| 1.62 Multi-Family Apt-Conversion       |    |    |               | C   | €            | C             | €  | €  |    |   |
| 1.70 Multifamily townhomes             |    |    | <del>SZ</del> | C   |              | <del>Z</del>  |    |    |    |   |
| 1.75 Multifamily condos                |    |    | <del>SZ</del> | C   |              | <del>Z</del>  |    |    |    |   |
| 1.80 Mobilehome parks                  |    | C  | C             | S   |              |               |    |    |    |   |
| 1.85 R.V. parks                        |    | C  | C             | S   |              |               | C  |    |    |   |
| 1.90 Planned residential development   |    | C  | C             | C   |              | <del>C</del>  |    |    |    |   |
| <u>1.95 Mixed-use residential</u>      |    |    |               |     |              | <del>C</del>  |    |    |    |   |



\* S Applications that do not comply with the criteria for ministerial review are subject to the review and approval of the Planning Commission through a Special Use Permit w/o a public hearing

\*\* [Manufactured homes are only permitted in the C-2 zone in a multifamily format. Tiny homes are only permitted in the C-2 zone as ADUs.](#)

#### D. Section 98.00 Site dimensions.

For corner lots in single-family residential zones, the minimum lot area shall be increased by five hundred (500) square feet and the minimum lot width shall be increased by ten (10) feet over the amounts shown in this table. Lot depth shall not be more than three times the lot width. (Ord. No. 427-AC, (part).)

[For residential development in the C-2 zone, the minimum site dimensions shall be the same as those required for the R-3 zone. For mixed-use residential development in the C-2 zone, the minimum site dimensions shall be the same as those required for the CRR zone. The maximum density for any residential or mixed-used residential project shall be 30 dwelling units to the acre.](#)

#### E. Section 99.03 "Table of minimum dwelling unit floor area"

| <del>Single-Family Unit</del> <a href="#">Zone</a>   | Minimum Gross Floor Area (square feet per dwelling unit) |                |                |  |
|--|--|----------------|----------------|--|
|  | 0 Bedroom Unit   | 1 Bedroom Unit | 2 Bedroom Unit | 3+ Bedroom Unit                            |
| <a href="#">R-1 and CRR zones</a>  | 900  | 1,000          | 1,100          | 1,200                                      |
| R-2 zone   | 550*   | 800            | 950            | 1,050                                      |
| <a href="#">R-3 and C-2 zones</a>  | 550*   | 650            | 800            | 950  |
| <a href="#">C-2 zone, Downtown Core/ Elderly housing in any zone</a>   | 450*   | 600*           | 800            | 900 <del>+100-per</del> additional bedroom |
| <del>Infill housing in the RDA</del>   | <del>750</del>   | <del>750</del> | <del>800</del> | <del>850</del>                             |
| * multifamily units  |  |                |                |  |
| <a href="#">Note: Each additional bedroom beyond 3 requires an additional 100 square foot minimum to the gross floor area.</a> |  |                |                |  |

#### F. Section 99.05 Height of Structures. "Table of height limits – nonresidential zones"

| Zones      | Maximum Height   |   |
|------------|--|---|
|            | Within 50 Feet of any Residential Zone   | More than 50 Feet from any Residential Zone |
| C1, C2, C3 | <a href="#">Nonresidential uses:</a> 1 story or 15 feet, whichever is less. No higher than average height of neighboring structures<br><a href="#">Residential or mixed-use residential uses:</a> 3 stories or 45 feet, whichever is less. | No height restrictions                      |



|        |  |  |
|--------|--|--|
| M1, M2 | 20 feet. No higher than average height of neighboring structures | At any point the height shall not be more than 35 feet plus 1 foot for each foot of horizontal distance in excess of 50 feet from the nearest residential zone |
|--------|--|--|

**G. Section 99.06.02. Common usable open space area.**

For all multi-family residential uses, the open area provided shall include common usable open area of at least two hundred (200) square feet per dwelling unit for the first twenty (20) dwelling units, plus one hundred fifty (150) square feet per dwelling unit for the next twenty (20) dwelling units, plus one hundred (100) square feet per dwelling unit for each additional dwelling unit. The minimum dimensions of such common usable open area shall be ten (10) feet in each direction and the least horizontal dimension shall be at least one-third (1/3) of the greatest horizontal dimension. (Ord. No. 427-AC, (part).) For stand-alone multi-family residential uses built in the Downtown Core, the amount of common open space required shall be reduced by 50 percent. For multi-family residential uses built as part of a mixed-use residential development in the Downtown Core, the amount of common open space required shall be reduced by 75 percent.

**H. Section 99.06.05. Front, side, rear yards. "Table of yards required – nonresidential zones"**

| <u>YARDS REQUIRED--NONRESIDENTIAL ZONES</u> |                   |                               |   |
|---|-------------------|-------------------------------|---|
| <u>Zone</u>                                 | <u>Front Yard</u> | <u>Side Yard or Rear Yard</u> |   |
|   |                   | <u>Abutting a Street</u>      | <u>Abutting Property in Residential Zone</u><br><u>Abutting Property in Nonresidential Zone</u> |
| C-1   |                   | 10 feet                       | 0   |
| C-2   |                   | 10 feet                       | 0   |
| C-3   |                   | 10 feet                       | 0   |
| CRR   |                   | 10 feet                       | 0   |
| M-1   |                   | 25 feet                       | 0   |
| M-2   |                   | 25 feet                       | 0   |

(Ord. No. 427-AC, (part).)

| <u>Zone</u>                                   | <u>Front Yard</u> | <u>Side Yard or Rear Yard</u> |  |  |
|---|-------------------|-------------------------------|--|--|
|   |                   | <u>Abutting a Street</u>      | <u>Abutting Property in Residential Zone</u> | <u>Abutting Property in Non-residential Zone</u> |
| <u>C-1</u>                                    | <u>0'</u>         | <u>5'</u>                     | <u>10'</u>                                   | <u>0'</u>  |
| <u>C-2</u>                                    | <u>0'</u>         | <u>0'*/5'</u>                 | <u>10'</u>                                   | <u>0'</u>  |
| <u>C-3</u>                                    | <u>0'</u>         | <u>5'</u>                     | <u>10'</u>                                   | <u>0'</u>  |
| <u>M-1</u>                                    | <u>0'</u>         | <u>5'</u>                     | <u>25'</u>                                   | <u>0'</u>  |
| <u>M-2</u>                                    | <u>0'</u>         | <u>5'</u>                     | <u>25'</u>                                   | <u>0'</u>  |
| <u>* No setback required in Downtown Core</u> |                   |                               |  |  |

**I. Section 99.06.09. Courts.**

In the CRR, R-2 and R-3 zones, where the arrangement of a building or buildings on the same lot creates a court (an open space surrounded on all sides by buildings, but not necessarily completely enclosed), such court shall contain a rectangular open area at least thirty (30) feet by forty (40) feet in horizontal dimensions. (Ord. No. 427-AC, (part).) This standard shall also apply to multifamily and mixed-use residential development in the C-2 zone.

**J. Section 111.04.27 Downtown Core parking requirements. [NEW SUBSECTION]**

For uses proposed in the Downtown Core, the number of off-street parking spaces may be reduced by the Planning Commission, provided the following conditions are met:

- (a) The applicant submits written documentation in the form of a parking study or other documentation that the number of spaces to be provided will be sufficient to meet the needs of their residents, residents' guests, employees, and customers.
- (b) The applicant proves that the amount of off-street parking to be reduced will be provided through public parking spaces that are routinely available in a parking lot/garage or on-street spaces that are within 400 feet walking distance from a pedestrian entrance to the use.
- (c) Additional reductions may be approved through the provisions of Section 11.04.09, Parking ratios for a combination of entities.

**K. Section 12A-6 Regulations Applicable to Retail Cannabis Businesses.**

(W) The Retail Cannabis Business shall not be operated within: a residence; the Downtown Core; within a six hundred (600) foot radius of a school, recreation center or youth center; or within two hundred (200) feet of a public playground, park (meaning a children's park where there is playground equipment or other youth athletic or sports facilities, but not including a "way-side" park or rest stop), child care or day care facility, or church. All distances shall be the horizontal distance measured in a straight line, without regard to intervening structures or topography, from the property line of the uses described in this Subsection to the closest property line of the lot on which the Retail Cannabis Business is located.

**L. Section 12A-7 Regulations Applicable to Cultivation Facilities.**

(H) The Cultivation Facility shall not be operated within: a residence; the Downtown Core; within six hundred (600) feet of a school, recreation center or youth center; or within two hundred (200) feet of a public playground, park (meaning a children's park where there is playground equipment or other youth athletic or sports facilities, but not including a "way-side" park or rest stop), child care or day care facility, or church. All distances shall be the horizontal distance measured in a straight line, without regard to intervening structures or topography, from the property line of the uses described in this Subsection to the closest property line of the lot on which the Cultivation Facility is located.

**M. Section 12A-9 Regulations Applicable to Manufacturing Sites.**

(F) The Manufacturing Site shall not be operated within: a residence; [the Downtown Core](#); within a six hundred (600) foot radius of a school, recreation center or youth center; or within two hundred (200) feet of a public playground, park (meaning a children's park where there is playground equipment or other youth athletic or sports facilities, but not including a "way-side" park or rest stop), child care or day care facility, or church. All distances shall be the horizontal distance measured in a straight line, without regard to intervening structures or topography, from the property line of the uses described in this Subsection to the closest property line of the lot on which the Manufacturing Site is located.

**N. Section 12A-10 Regulations Applicable to Testing Laboratories.**

(D) The Testing Laboratory shall not be operated within: a residence; [the Downtown Core](#); within six hundred (600) feet of a school, recreation center or youth center; or within two hundred (200) feet of a public playground, park (meaning a children's park where there is playground equipment or other youth athletic or sports facilities, but not including a "way-side" park or rest stop), child care or day care facility, or church. All distances shall be the horizontal distance measured in a straight line, without regard to intervening structures or topography, from the property line of the uses described in this Subsection to the closest property line of the lot on which the Testing Laboratory is located.

**O. Section 12A-11 Regulations Applicable to Distribution/Transportation Facilities.**

(D) The Distribution/Transportation Facility shall not be operated within: a residence; [the Downtown Core](#); within six hundred (600) feet of a school, recreation center or youth center; or within two hundred (200) feet of a public playground, park (meaning a children's park where there is playground equipment or other youth athletic or sports facilities, but not including a "way-side" park or rest stop), child care or day care facility, or church. All distances shall be the horizontal distance measured in a straight line, without regard to intervening structures or topography, from the property line of the uses described in this Subsection to the closest property line of the lot on which the Distribution/Transportation Facility is located.

Article VII, Section is proposed to be replaced in its entirety with the following. While the City recently updated its Density Bonus provisions, State reviewers indicated that there were a handful of minor references that needed to be updated. However, a more substantial revision is recommended due to the frequency of changes in State Density Bonus Law, whether through legislative changes (numerous laws enacted in 2019 through 2022) or court decisions (e.g., *Schreiber v. City of Los Angeles*, 69 Cal. App. 5th 549 (2021) on information that can be requested and *Banker's Hill 150 v. City of San Diego*, 74 Cal. App. 5th 755 (2022) on amenities and site design).

Instead of attempting to replicate and maintain consistency with state law through continuous updates to the City Code, incorporating and deferring to the provisions of California Government Code Section 65915, et seq. (known as the State Density Bonus Law), will ensure the City maintains consistency with State law and eligibility for various state grants (e.g., Prohousing Designation and related Prohousing Incentives Program). As allowed by State law, provisions unique to the City of Needles were retained.

## Article VII. Intensity of Uses

### Ord 427-AC, 620-AC

#### Sec. 97.00. Residential zone densities with no bonuses.

Before any density bonuses are applied, the number of dwelling units permitted in a residential development shall not exceed the following amounts:

| <u>ZONE</u>              | <u>DENSITY</u>   | <u>(dwelling units per net acre)</u> |
|--------------------------|------------------|--------------------------------------|
| <u>R-1</u>               | <u>1.0-7.0</u>   |                                      |
| <u>R-2</u>               | <u>8.0-17.0</u>  |                                      |
| <u>R-3</u>               | <u>18.0-30.0</u> |                                      |
| <u>CRR</u>               | <u>1.0-30.0</u>  |                                      |
| <u>(Ord. No. 427-AC)</u> |                  |                                      |

#### Sec. 97.01. Density Bonus and Related Incentives and Concessions Program.

Sec. 97.01(a). Purpose. The purpose of this Section 97.01 is to encourage the development of affordable housing in accordance with state law.

Sec. 97.01(b). State law incorporated. The City shall provide the density bonuses and other incentives that are required by Government Code Section 65915, et seq. (known as the State Density Bonus Law).

Sec. 97.01(c). Definitions. The definition of terms shall be as provided in Government Code Section 65915, et seq. In addition, the following definitions shall control over any conflicting definitions in other Sections of the Needles Municipal Code. State law definitions, as they may be amended from time to time, control over the definitions in this section.

(1) Affordable Housing Benefits means one or more the of the following, as defined in Government Code Section 65915, et seq.:

- a) A density bonus;
- b) An incentive or concession;
- c) A development standard waiver or modification; and
- d) A parking standard modification.

(2) Affordable Housing Developer means the applicant or permittee of a Qualified Housing Development and its assignees or successors in interest.

(3) Qualified Housing Development means a housing development that meets the requirements of Government Code Section 65915, et seq.

Sec. 97.01(d). Target Rents and Mortgage Payments. Target rents and Mortgage payments shall be as provided in Government Code Section 65915, et seq.

Sec. 97.01(e). Affordability Requirements. The affordability requirements shall be as provided in Government Code Section 65915, et seq.

Sec. 97.01(f). Application Required. When an applicant seeks a density bonus for a Housing Development that meets the criteria set out in Government Code Section 65915, et seq., the Affordable Housing Developer must also comply with all of the following requirements:

- (1) The applicant shall file an application for a Density Bonus Permit in accordance with Sections 97.01(f) and 97.01(g) that includes an affordable housing component consistent with Government Code Section 65915, et seq., whether or not the project also requires or has been granted a special use permit or other permits or approvals.
- (2) Enter into an agreement with the City or its designee pursuant to Section 97.01(k) to maintain and enforce the affordable housing component of the housing development.
- (3) When an applicant seeks a density bonus for a development or for a donation of land, the applicant bears the burden of establishing that the housing development meets such requirements.

Sec. 97.01(g). Content of Application.

(1) The application for a Density Bonus Permit shall include the following information in accordance with Government Code Section 65915, et seq.:

- (a) A description of the project, including the number of dwelling units, the number of affordable units and level of affordability, and the location, design, and phasing of all units;
- (b) A breakdown of the current and proposed general plan and zoning designations, maximum possible density permitted under the current general plan and zoning;
- (c) In applications involving the donation of land and/or child care facilities, the location of such land and/or facilities and a detailed description of compliance with the conditions and definitions in state law;
- (d) A calculation of the density bonus allowed pursuant to state law, including the percentage of density bonus, percentage of income-restricted units, and number of density bonus units being proposed over and above the number of units normally permitted by the applicable zoning and general plan description;
- (e) A description of the density bonus and/or the incentives or concessions requested (if any), including a detailed explanation as to how the request will enable the applicant to provide housing at the target rents or mortgage payments. Except as explicitly stated in state law, modification of development standards and/or granting of incentives or concessions will be approved only to the extent necessary to achieve the target housing affordability goals;
- (f) The proposed method of ensuring the continued affordability of all income-restricted units, for the applicable time period(s) in state law;



(g) Other relevant information as required by state law; and

(h) Other information requested by City staff, provided it pertains to cost reductions.

(2) An application for a Density Bonus permit will not be processed until all of the provisions of this Section are complied with as determined by the Director and shall be processed concurrently with other required entitlements for which the Affordable Housing Benefit is sought. Prior to the submittal of an application for a Qualified Housing Development, an applicant may submit to the Director a preliminary proposal for Affordable Housing Benefits. The Director shall, within 90 days of receipt of a written proposal, notify the applicant of the director's preliminary response and schedule a meeting with the applicant to discuss the proposal and the Director's preliminary response. Approval of a Density Bonus permit shall be at the same level as the planning entitlement action for the project with the highest requirement.

#### 97.01(h) Findings for Approval.

(1) Before the Planning Commission or City Council may grant a density bonus, it must make all of the following findings:

(a) As required by state law, the City shall grant a density bonus in accordance with Government Code Section 65915 et seq.;

(b) As required by state law, the City shall grant an incentive or concession in accordance with Government Code Section 65915 et seq., unless the City makes any of the findings contained therein;

(2) Effect on other actions. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval;

(3) Other City incentives. This Section does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the City or the waiver of fees or dedication requirement, except as otherwise provided by state law.

#### 97.01(i) Appeals.

(1) If the decision to approve or deny an application for an Affordable Housing Benefit is made by the Director, any person may appeal the decision. The appeal shall be in writing, state the grounds for appeal, and shall be filed with the City Clerk within 15 calendar days of the date of the mailing of the Director's decision, together with the appeal fee adopted by resolution of the City Council. The decision of the hearing officer shall be final.

(2) If the decision to approve or deny an application for an Affordable Housing Benefit is made by the Planning Commission, then an appeal may be filed to the City Council.

(3) Notwithstanding the provisions of Section 97.01(k), if the determination of the underlying application for the Qualified Housing Development is also appealed along with the decision of the Affordable Housing Benefit, then the entire project shall be controlled by the appeal procedures applicable to the underlying application.

#### Sec. 97.01(j). Fees.

(1) An application for Density Bonus Permit shall be accompanied by the fee set by resolution of the City Council, including fees necessary to monitor and enforce the provisions of this Section.

(2) If an application for a Density Bonus Permit requires an unusual amount or specialized type of study or evaluation by City staff, a consultant or legal counsel, City staff shall estimate the cost thereof and require the applicant to pay an additional fee or make one or more deposits to pay such cost before the study or evaluation is begun. On completion of the study or evaluation, and before the City Council decides the application, City staff shall determine the actual cost of the work and the difference between the actual cost and the amount paid by the applicant and shall require the applicant to pay any deficiency or shall refund to the applicant any excess.

Sec. 97.01(k). Affordable Housing Agreement and Equity Sharing Agreement. A Density Bonus shall only be granted if and when the Affordable Housing Developer, or its designee approved in writing by the Director, enters into an affordable housing agreement and, if applicable, an equity sharing agreement, with the City or its designee pursuant to, in compliance with, and to implement this Section and state law. The agreements shall be in the form provided by the City which shall contain terms and conditions mandated by, or necessary to implement, state law and this Article. The Director may designate a qualified administrator or entity to administer the provisions of this section on behalf of the City. The affordable housing agreement shall be recorded prior to, or concurrently with, final map recordation or, where the Qualified Housing Development does not include a map, prior to issuance of a building permit for any structure on the site. The Director is hereby authorized to enter into the agreements authorized by this section on behalf of the City upon approval of the agreements by City Attorney for legal form and sufficiency.

Sec. 97.01(l). Severability. If any provision(s) of this Section or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of the ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

# FINAL

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## MITIGATED NEGATIVE DECLARATION / INITIAL STUDY

*for the*

## CITY OF NEEDLES

## GENERAL PLAN UPDATE

SCH NO. 2022070300

**PREPARED FOR:**

**City of Needles**  
817 Third Street  
Needles, CA 92363

**PREPARED BY:**

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**JANUARY 2023**

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# 1.0 INTRODUCTION

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## 1.1 PURPOSE

This Final Mitigated Negative Declaration (MND) and Initial Study (IS) (collectively, MND/IS) has been prepared for the City of Needles (City) Land Use and Transportation Elements (proposed Project) of the current General Plan in accordance with the requirements of the California Environmental Quality Act (CEQA)<sup>1</sup> and the State CEQA Guidelines, Sections 15070 to 15075.<sup>2</sup> The City is acting as the Lead Agency, as defined by CEQA, for the environmental review of the proposed Project.

## 1.2 DESCRIPTION OF THE PROPOSED PROJECT

The City of Needles is updating the Land Use and Transportation Elements (proposed Project) of the current General Plan. The City last completed a comprehensive update of its General Plan in 1986. The City's recent completion of the Housing Element presents the City of Needles' goals, quantified objectives, and policies relative to the development, improvement, and maintenance of housing within the incorporated areas of the City, during the period of 2021 to 2029.

The Land Use and Transportation Elements form the backbone of the City's General Plan and guides the long-term growth and improvement of the Needles community. The proposed Project updates the Land Use and Transportation Elements of the General Plan to guide the City's growth and development for the next 20 years through 2040. The City intends to limit growth and development to its incorporated boundaries and does not plan to promote growth or changing land use or circulation in its unincorporated sphere of influence (SOI).<sup>3</sup>

The City will also create a single-map system that brings its General Plan and Zoning maps into consistency and introduce mixed-use development into the City's downtown and the creation of a Downtown (DT) designation and corresponding changes to the Development Code.

A full description of the Project is provided in the Draft MND/IS, which is provided as **Appendix A** to this Final MND/IS.

---

1 California Code of Regulations, Sec. 21000 et seq.

2 California Code of Regulations, CEQA Guidelines, Sec. 15070-15075.

3 The majority of unincorporated SOI is north, south, and west of the incorporated boundaries; the exception is an 18-acre area that is owned by the Fort Mojave Indian Tribe and entirely surrounded by incorporated lands. The City assumes County land use designations for all unincorporated SOI areas, most of which are not associated with residential or nonresidential building activities (either Open Space or Resource/Land Management). The unincorporated land owned by the Fort Mojave Indian Tribe is designed for Rural Living by the County.



## 1.3 PUBLIC REVIEW PROCESS

On December 2, 2022, the City circulated a Notice of Intent (NOI) (see **Appendix B**) of the Draft MND/IS for a 30-day review and comment by the public and by responsible and reviewing agencies. The review period ended on January 3, 2023.

In accordance with the State CEQA Statute Section 15073, the City filed the Draft MND/IS with the State Clearinghouse (SCH) to circulate to appropriate State Agencies (SCH number 2022120053); a copy of the Notice of Completion (NOC) filed with the SCH is provided in **Appendix C**.

In accordance with the State CEQA Guidelines Section 15087, the City mailed copies of the NOI to the owners and occupants of property contiguous to the parcel or parcels on which the Project is located, as well as local and regional public agencies. A copy of the distribution list is provided in **Appendix D**.

In accordance with the State CEQA Statute section 21092 and section 15072 of the State CEQA Guidelines,<sup>4</sup> the City provided notice to the general public and other organizations via newspaper in the Mohave Valley Daily News on November 30, 2022 (see **Appendix E**).

The Final MND/IS and Draft MND/IS are available at the City, located at Planning Department, 817 Third Street, Needles, CA 92363 and on the City's website at:

<https://cityofneedles.com/>

The Final MND/IS, when combined with the Draft MND/IS, constitutes the complete environmental review document for the Project to be considered by the City Council, as the decision-making body, before it makes its decision on the proposed Project.

State CEQA Guidelines<sup>5</sup> require that the Lead Agency consider the MND/IS together with any comments received during the public review prior to approving a project. The decision-making body shall adopt the Final MND/IS only if it finds, on the basis of the whole record before it (including the MND/IS and any comments received), that there is no substantial evidence that the Project will have a significant effect on the environment and that the Final MND/IS reflects the Lead Agency's independent judgment and analysis.

Additionally, the State CEQA Guidelines<sup>6</sup> require that the Lead Agency adopt a mitigation monitoring program for reporting on or monitoring the physical changes of the project site and mitigating significant environmental effects.

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4 California Code of Regulations, Sec. 21000(b)(3)(A), Public Notice of Preparation of Environmental Impact Report or Negative Declaration; Publication, and the CEQA Guidelines section 15072(b)(1). Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration.

5 California Code of Regulations, CEQA Guidelines, Sec. 15074(b).

6 California Code of Regulations, CEQA Guidelines, Sec. 15074(d).

The City received one letter with comments during the public review process of the Draft MND/IS as listed below:

- County of San Bernardino, Department of Public Works, Environmental Management Division, dated January 3, 2023.

The letter and responses to comments contained therein are provided in **Section 2.0** of this Final MND/IS.

## 1.4 TRIBAL CONSULTATION

In accordance with both Senate Bill (SB) 18<sup>7</sup> and Assembly Bill (AB) 52,<sup>8</sup> the City provided notification to local tribes that have expressed interest in City projects.

Notification letters were sent by the City to tribes pursuant to AB 52. The tribes that were notified of the proposed General Plan update include:

- Colorado River Indian Tribes
- Fort Mojave Indian Tribe
- Morongo Band of Mission Indians
- Torres Martinez Desert Cahuilla Indians
- Twenty-Nine Palms Band of Mission Indians

Letters were sent to these tribes on August 22, 2022. Copies of the AB 52 notification letters are provided in **Appendix F.1** of the Draft MND/IS.

Notification letters were sent by the City to tribes identified by the California Native American Heritage Commission (NAHC) pursuant to SB 18 as having an interest in the Planning Area. These tribes include:

- Agua Caliente Band of Cahuilla Indians
- Augustine Band of Cahuilla Indians
- Cabazon Band of Mission Indians
- Cahuilla Band of Mission Indians
- Chemehuevi Indian Tribe
- Colorado River Indian Tribes
- Fort Mojave Indian Tribe
- Gabrieleño Band of Mission Indians — Kizh Nation
- Gabrieleño/Tongva San Gabriel Band of Mission Indians

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7 Senate Bill 18 (Burton, Chapter 905, Statutes of 2004); California Government Code Section 65352.3 - Consultations with California Native American Tribes. 2004.

8 Assembly Bill No. 52 (AB 52), Chapter 532. Public Resources Code Section 5097.94, relating to Native Americans. Approved by California State Governor Edmund Gerald “Jerry” Brown on September 25, 2014.

- Gabrielino/Tongva Nation
- Gabrielino Tongva Indians of California Tribal Council
- Gabrielino-Tongva Tribe
- Juaneño Band of Indians Acjachemen Nation – Belardes
- Juaneño Band of Mission Indians Acjachemen Nation 84A
- Kern Valley Indian Community
- Los Coyotes Band of Cahuilla and Cupeño Indians
- Morongo Band of Mission Indians
- Pala Band of Mission Indians
- Pechanga Band of Indians
- Quechan Tribe of the Fort Yuma Reservation
- Ramona Band of Cahuilla
- Rincon Band of Luiseño Indians
- San Fernando Band of Mission Indians
- San Manuel Band of Mission Indians
- Santa Rosa Band of Cahuilla Indians
- Serrano Nation of Mission Indians
- Soboba Band of Luiseño Indians
- Torres Martinez Desert Cahuilla Indians
- Twenty-Nine Palms Band of Mission Indians

Letters were sent to these tribes on October 22, 2022. Copies of the SB 18 notification letters are provided in **Appendix F.2** of the Draft MND/IS. The tribes that have responded stating that they did not need to consult with the City include:

- Agua Caliente Band of Cahuilla Indians
- Chemehuevi Indian Tribe
- Fort Mojave Indian Tribe
- Gabrielino Tongva Indians of California Tribal Council
- Rincon Band of Luiseño Indians
- San Manuel Band of Mission Indians
- Quechan Tribe of the Fort Yuma Reservation

The only tribes that requested the City to consult on this Project were the Morongo Band of Mission Indians and the Fort Mojave Indian Tribe. No other responses were received by any of the remaining tribes that were contacted.

The Morongo Band of Mission Indians (Tribe) notified the City on December 28, 2022 that they wished to consult with the City on the proposed Project under the provisions of Assembly Bill (AB) 52 (California Public Resources Code Section 21080.3.1) as it is located within the ancestral territory and traditional use area of the Cahuilla and Serrano people of the Morongo Band of Mission Indians. The Tribe noted that potential tribal cultural resources may exist within the area of the proposed Project that are non-renewable resources and therefore of high importance to the Morongo Tribe; therefore, tribal participation (a.k.a. tribal monitors) is recommended during all ground disturbing activities.

The City responded to the Tribe on January 3, 2023 that there is no planned development or projects under consideration as part the General Plan Update; rather, the update will align the City's General Plan and Zoning to avoid inconsistencies. However, should a development project be proposed at some time in the future, then the City would notify the Tribe under AB 52 for any comments and consultation at that time on a specific project.

The Fort Mojave Indian Tribe Cultural Department noted that they were in receipt of the consultation letter and would respond accordingly; no additional comments were provided.

## 1.5 ORGANIZATION OF THE FINAL MND/IS

As required by the State CEQA Guidelines, the Final MND/IS consists of the following components:

- **Section 1.0:** Provides an introduction and purpose of the Final MND/IS, a brief description of the proposed Project, an overview of the public participation process, and tribal consultation effort.
- **Section 2.0:** Comments received from reviewing agencies on the Draft MND/IS during the public review process and responses to those comments.
- **Section 3.0:** Mitigation Monitoring and Reporting Program (MMRP), which provides a summary of impacts, mitigation measures, and implementation procedures.
- **Appendices:**
  - **Appendix A:** Draft MND/IS
  - **Appendix B:** Notice of Intent (NOI)
  - **Appendix C:** Notice of Completion (NOC)
  - **Appendix D:** Distribution List
  - **Appendix E:** Proof of Newspaper Publication

## 2.0 COMMENTS RECEIVED AND RESPONSES

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The State CEQA Guidelines<sup>9</sup> require that the decision-making body of the Lead Agency consider the proposed IS together with any comments received during the public review process prior to approving a project.

The City received one letter with comments during the public review process of the Draft MND/IS as listed below:

- County of San Bernardino, Department of Public Works, Environmental Management Division, dated January 3, 2023.

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<sup>9</sup> California Code of Regulations, CEQA Guidelines Sec. 15074(b),.





## Department of Public Works

- Flood Control
- Operations
- Solid Waste Management
- Special Districts
- Surveyor
- Transportation

[www.SBCounty.gov](http://www.SBCounty.gov)

**Brendon Biggs, M.S., P.E.**  
Director

**Noel Castillo, P.E.**  
Assistant Director

**David Doublet, M.S., P.E.**  
Assistant Director

January 3, 2023

**Transmitted Via Email**  
File: 10(ENV)-4.01

City of Needles  
Planning Department  
817 Third Street Needles, CA 92363  
[pmartinez@cityofneedles.com](mailto:pmartinez@cityofneedles.com)

**RE: CEQA – CITY OF NEEDLES, NOTICE OF INTENT TO ADOPT AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION TO UPDATE THE CITY'S GENERAL PLAN**

Dear Mr. Martinez:

Thank you for allowing the San Bernardino County Department of Public Works the opportunity to comment on the above-referenced project. **We received this request on December 9, 2022,** and pursuant to our review, we have the following comments for your consideration and inclusion into public record:

**Flood Control Planning & Water Resources Division (Michael Fam, Chief, 909-387-8120):**

1. We are aware there may be storm drains in and around the site that may be affected by the proposed Project. When planning for or altering existing or future storm drains, be advised that the Project is subject to the Needles Master Plan of Drainage (MPD), dated April 2006. It is to be used as a guideline for drainage in the area and is available at the San Bernardino County Department of Public Works offices. Any revision to the drainage should be reviewed and approved by the jurisdictional agency in which the revision occurs. Should construction of new, or alterations to existing storm drains be necessary as part of the Proposed Project, their impacts and any required mitigation should be discussed within the IS/MND before the document is adopted by the Lead Agency.

1-1

The District possesses easement and fee-owned Rights-of-Way within the Project area and also within the Needles MPD (Master Plan of Drainage) of April 2006.

2. Section 5.10: HYDROLOGY AND WATER QUALITY, Page 160: The Project actually lies within FEMA Zones D (undetermined), A, AE, AO, X (outside the 500-yr. floodplain), and X-shaded (within the 500-yr. floodplain; 0.2% chance of annual flooding), the Regulatory Floodway, according to the most recent FEMA Flood Insurance Rate Map (FIRM), Panels 06071C4400H, 5010H, 5020H, 5050H, 5660H, 5680H, dated August 28, 2008;

1-2

### BOARD OF SUPERVISORS

**COL. PAUL COOK (RET.)**  
First District

**JESSE ARMENDAREZ**  
Second District

**DAWN ROWE**  
Vice Chair, Third District

**CURT HAGMAN**  
Chairman, Fourth District

**JOE BACA, JR.**  
Fifth District

**Leonard X. Hernandez**  
Chief Executive Officer

06071C5030J, dated September 2, 2016. Potential impacts and any proposed mitigation for the project's occurrence in the above-mentioned floodplain and FEMA Zones, should be discussed within the IS/MND prior to adoption.

1-2

3. One of the benefits of the MPD is to identify the potential alignments of future drainage and flood control facilities. It is recommended that the City of Needles to continue to use this document to protect the alignment of future facilities.

1-3

4. We recommend that the City enforce, at a minimum, the most current FEMA regulations for development within the Special Flood Hazard Area (SFHA).

1-4

**Traffic Division (Shawn Johnson, Engineering Technician IV, 909-387-8186):**

1. The City of Needles Circulation Plan and road classifications does not match San Bernardino County's *Roadway Network Policy Map TM-1D* within the Countywide Plan. Potential impacts associated with changes to the Circulation Plan and road classifications, and proposed mitigations for the impacts, should be discussed within the environmental document prior to adoption or certification.

1-5

We respectfully request to be included on the circulation list for all project notices, public reviews, or public hearings. In closing, I would like to thank you again for allowing the San Bernardino County Department of Public Works the opportunity to comment on the above-referenced project. Should you have any questions or need additional clarification, please contact the individuals who provided the specific comment, as listed above.

Sincerely,

*Nancy Sansonetti*

**Nancy Sansonetti, AICP**  
Supervising Planner,  
Environmental Management Division

**COMMENT LETTER 1:** COUNTY OF SAN BERNARDINO, DEPARTMENT OF PUBLIC WORKS, ENVIRONMENTAL MANAGEMENT DIVISION, NANCY SANSONETTI, AICP, SUPERVISING PLANNER, DATED JANUARY 3, 2023.

**Comment 1-1**

The comment states that the County “is aware there may be storm drains in and around the site that may be affected by the proposed Project. When planning for or altering existing or future storm drains, be advised that the Project is subject to the Needles Master Plan of Drainage (MPD), dated April 2006. It is to be used as a guideline for drainage in the area and is available at the San Bernardino County Department of Public Works offices. Any revision to the drainage should be reviewed and approved by the jurisdictional agency in which the revision occurs. Should construction of new, or alterations to existing storm drains be necessary as part of the Proposed Project, their impacts and any required mitigation should be discussed within the IS/MND before the document is adopted by the Lead Agency.”

**Response**

The Draft MND/IS (see *Section 5.19: Utilities and Service Systems, a. Stormwater*) notes that the flood control functions of the County are handled through the San Bernardino County Flood Control District.

The Draft MND/IS notes that the proposed Land Use Element includes policies that will assist the City in managing stormwater. These include:

- |                      |  |
|----------------------|--|
| <b>Policy LU-1.1</b> | <i>Growth management.</i> Encourage new development to take place in areas that are already served by existing utilities, expanding, and improving systems and capacity as appropriate and fiscally sustainable. Discourage development and extension of services outside of the City’s incorporated boundaries. |
| <b>Policy LU-1.8</b> | <i>Public facilities.</i> Plan and coordinate to locate land and size facilities dedicated to open space, parks, education, and other public uses as appropriate to serve existing and future residents.   |

The Draft MND/IS further notes that the City has a development fee structure to fund public facilities and infrastructure as reasonably related to impacts on the City from residential development and other development. For future development proposals, the County does not require the payment of impact fees to pay for the construction and maintenance of regional infrastructure, although each project is required to include drainage improvements. Further, the current systems would be able to provide adequate services to meet the needs of future development projects that may accompany the proposed General Plan Update.

The proposed General Plan Update is a policy-level planning document and does not authorize the construction of any new development. Therefore it would not cause significant environmental effects. Future developments would be subject to review to identify any environmental impacts and their subsequent mitigation. Impacts would be less than significant. No mitigation is required.

The comment is acknowledged and will be provided to the City Council for their information.

**Comment 1-2**

The comment states that the proposed Project “lies within FEMA Zones D (undetermined), A, AE, AO, X (outside the 500-yr. floodplain), and X-shaded (within the 500-yr. floodplain; 0.2% chance of annual flooding), the Regulatory Floodway, according to the most recent FEMA Flood Insurance Rate Map (FIRM),” and “potential impacts and any proposed mitigation for the project’s occurrence in the above-mentioned floodplain and FEMA Zones, should be discussed.”

**Response**

The Draft MND/IS (see *Section 5.10, Hydrology and Water Quality, a, Stormwater, d, ii*) notes that within the City of Needles, there are flood zones designated as X, X-0.2-percent A, AE, AH, and AO, as shown on *Figure 5.10-1: Flood Hazard Areas* in the Draft MND/IS.

The Draft MND/IS notes that the City’s existing General Plan Land Use Element contains policies and implementation measures addressing the City’s hydrological conditions such as discouraging residential development in officially recognized areas subject to flooding unless appropriate mitigation actions are implemented and ensuring that land uses are protected against potential erosion. Policy 10 of the existing Land Use Element states: “Ensure that land uses are protected against potential erosion,” through “grading and landscaping standards designed to prevent erosion and protect uses against potential erosion.”

The proposed updates to the Land Use Element as part of the General Plan Update would remain consistent with the safety provisions present in the existing Land Use Element.

The Land Use Element of the proposed General Plan Update also includes policies intended to minimize the risks posed by flooding or erosion states:

**Policy LU-1.7**                      *Environmentally Sensitive Development.* Require new development to maximize its compatibility with the natural environment and avoid expansions or encroachments into environmentally sensitive areas.

The Draft MND/IS also identifies the City’s existing Safety Element, which will continue to be maintained. The following safety standards and policies have been established by the City to address the safety and needs of the community:

1. Discouraging development in areas known to possess a significant safety hazard unless appropriate mitigation measures are applied.
2. Existing safety hazards should be mitigated whenever possible.
3. In safety matters, the concept of an acceptable level of risk should be employed. The level of risk is based upon the number of people and critical facilities threatened.

The Safety Element also incorporates goal, policy, and implementation related to flood hazards (listed below).

- Goal 1:** To protect to the maximum extent possible, persons and property from natural and people-made hazards and dangers.
- Policy 1:** Pursue the protection of the existing population and future development from the hazards of flooding, seismic, and fire.
- Implementation 1a:** Upgrade and maintain the flood protection facilities such as flood control channels and levees within the City.
- Implementation 1b:** Bring structures within the City up to the highest possible level of safety as determined in State and local codes.
- Policy 2:** Ensure that safety services are adequate to handle future development within the community.
- Implementation 2:** Provide additional manpower, equipment and facilities as dictated by community development activities.

The proposed General Plan Update does not propose or entitle any new development in the City at this time and would not directly result in any changes to the physical environment. There are no proposed updates to the Land Use and Transportation Element that would be inconsistent with the existing Safety Element. All future development in the City would require project-specific evaluation in order to determine consistency with State, regional, and local requirements, including the City's General Plan and the Water Quality Control Plan for the Colorado River Basin. In addition, future development would be subject to the oversight and regulations of the County Flood Control District. Impacts would be less than significant. No mitigation is required.

The comment is acknowledged and will be provided to the City Council for their information.

### Comment 1-3

The comment states that "one of the benefits of the [Needles Master Plan of Drainage] MPD is to identify the potential alignments of future drainage and flood control facilities. It is recommended that the City of Needles to (sic) continue to use this document to protect the alignment of future facilities."

### Response

The Draft MND/IS (see *Section 5.10: Hydrology and Water Quality, a. Stormwater, d, ii*) notes that all future development in the City would require project-specific environmental evaluation to determine consistency with State, regional, and local requirements, including the City's General Plan and the Water Quality Control Plan for the Colorado River Basin. The City's Safety Element also places emphasis on protecting the existing population and future development from hazards including flooding by means of the goals, policies, and implementation measures listed above. The Flood Control District of the San



Bernardino Department of Public Works would also coordinate departmental review and issue permits for any future development activity, land use permits, and general encroachment within the District's right-of-way.

The comment is acknowledged and will be provided to the City Council for their information.

### Comment 1-4

The comment states that the County "recommend[s] that the City enforce, at a minimum, the most current FEMA regulations for development within the Special Flood Hazard Area (SFHA)."

#### Response

The Draft MND/IS (see *Section 5.10: Hydrology and Water Quality, a: Stormwater, d, ii*) notes that all future development in the City would require project-specific environmental evaluation to determine consistency with State, regional, and local requirements, including the City's General Plan and the Water Quality Control Plan for the Colorado River Basin. The City's Safety Element also places emphasis on protecting the existing population and future development from hazards including flooding by means of the goals, policies, and implementation measures listed above. The Flood Control District of the San Bernardino Department of Public Works would also coordinate departmental review and issue permits for any future development activity, land use permits, and general encroachment within the District's right-of-way.

The comment is acknowledged and will be provided to the City Council for their information.

### Comment 1-5

The comment states that the "City of Needles Circulation Plan and road classifications does not match San Bernardino County's *Roadway Network Policy Map TM-1D* within the Countywide Plan. Potential impacts associated with changes to the Circulation Plan and road classifications, and proposed mitigations for the impacts, should be discussed within the environmental document prior to adoption or certification."

#### Response

The Draft MND/IS (see *Section 5.17, Transportation and Traffic*) notes that City roadways have connectivity within Needles and between the City and its adjacent jurisdictions. However, the City is a separate jurisdiction from the County and is not required to maintain roadway classifications, as noted in the San Bernardino County's *Roadway Network Policy Map TM-1D*, within the Countywide Plan.

The Draft MND/IS further notes that the traffic analysis (See *Appendix D* of the Draft MND/IS) utilized the San Bernardino Transportation Analysis Model (SBTAM) as basis for the analysis of roadway improvements for the proposed Transportation Element.

The City is a separate jurisdiction from the County and is not required to maintain roadway classifications, as noted in the San Bernardino County's *Roadway Network Policy Map TM-1D*, within the Countywide Plan.

As noted in the Draft MND/IS (see *Section 2.3: Description of the Proposed Project*), the City's Circulation Plan will be revised to update roadway designations and accompanying street cross sections. The City's circulation system (streets and roads, bikeways, and pedestrian routes) will be updated to enhance mobility in and around Needles for more efficient and safer motorized and nonmotorized circulation, with a focus on aligning future growth projections and necessary roadway improvements. The proposed Circulation Plan is shown in *Figure 2.0-6: Proposed Circulation Plan* in the Draft MND/IS.

The proposed roadway classifications are shown in the *Draft City of Needles Land Use & Transportation Element* (December 2022) on Exhibit 9: Street Sections. As shown, sections are typical right-of-way designs; design may be adjusted by the City based on constraints that are unique to specific locations. The Draft MND/IS (see *Section 5.17: Transportation and Traffic*) notes that City roadways have connectivity within Needles and between the City and its adjacent jurisdictions.

The City intends to limit growth and development to its incorporated boundaries and does not plan to promote growth or changing land use or circulation in its unincorporated sphere of influence (SOI).

The City evaluated its current roadway system and the classifications as shown on the County's Roadway Network Policy Map within the Countywide Plan. Within the City of Needles, the roadways were previously (Transportation Element updated in 1986) designated and sized to accommodate a tremendous amount of potential growth, and anticipated a substantial change from existing conditions. While level of service is no longer the evaluation criteria used under CEQA analysis, the City still evaluated roadway performance in its traffic analysis (using SBTAM). Since 1986, little growth has occurred and the City anticipates a more modest growth trajectory (as reflected in the proposed buildout conditions for 2040) that, based on a thorough traffic analysis, would not require an expansion of roadways beyond existing conditions (existing number of lanes as of 2022) while being able to maintain acceptable performance (roadway capacity/LOS).

Other roadways were designated based on either the desire to maintain capacity for expansion as a highway facility (Needles Highway/U.S. 95) or as a connector to Interstate 40, designed to accommodate non-motorized modes of travel safely while maintaining existing lanes for motorized vehicles, or designed to be suitable for the City's downtown area. The proposed changes to City roadway classifications to accommodate non-motorized modes of travel should, compared to either the City's or County's current roadway classifications, actually reduce vehicle miles traveled (VMT), which is an evaluation criterion under CEQA).

The Draft MND/IS notes that the traffic analysis (see *Appendix D* of the Draft MND/IS) utilized the San Bernardino Transportation Analysis Model (SBTAM) as basis for the analysis of roadway improvements for the proposed Transportation Element.

## ***2.0 Comments Received and Responses***

The proposed Transportation Element contains two primary goals, under which the Element's policies are organized. The goals proposed include:

- |                  |   |
|------------------|---|
| <b>GOAL TR-1</b> | A Safe, Efficient and Fiscally Sustainable Network of Streets that are Adequate for Residents, Business, Visitors and Emergency Services. |
| <b>GOAL TR-2</b> | A Multimodal Network that Provides for the Safe and Convenient Movement of People of All Ages and Abilities.                              |

As a result of the proposed General Plan Update Transportation Element's emphasis on safely accommodating both drivers and users of active modes of transportation, the adoption of the proposed General Plan Update would effectively improve the General Plan's provision of policies that protect the safety of circulation system users. Further, upon adoption of the General Plan Update, the proposed Transportation Element would supersede the existing Transportation Element and would thus become the central governing document regulating the planning, maintenance, and use of the City's circulation system, which all other plans, policies, and regulations must then comply with from that point forward.

Finally, while the City acknowledges the roadway classifications as noted in the San Bernardino County's Roadway Network Policy Map TM-1D within the Countywide Plan and recognizes that the County maintains jurisdictional authority over roadways in unincorporated areas, the City is updating its General Plan to plan for roadways within its jurisdictional authority within its incorporated boundaries and to express its preference for roadways within its unincorporated sphere of influence.

The comment is acknowledged and will be provided to the City Council for their information.

### 3.0 MITIGATION MONITORING AND REPORTING PROGRAM

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A Mitigation Monitoring and Reporting Program (MMRP) has been prepared, pursuant to the requirements of the State CEQA Guidelines Section 15074(b)(6),<sup>10</sup> identifying the monitoring of mitigation measures that would reduce potential significant impacts, as stated in the Draft MND/IS, for the proposed Project.

State CEQA Guidelines Section 15097<sup>11</sup> requires public agencies adopting an MND to also adopt a program for monitoring or reporting to ensure that the mitigation measures it has imposed to mitigate or avoid significant environmental effects are implemented.

This MMRP will be required to be adopted by the City Council should it (the Council) approve the proposed Project. The MMRP will be available at the City, located at 817 Third Street, Needles, CA 92363.

The MMRP may be modified by the City in response to changing conditions or circumstances. A summary table (**Table 3.0-1: Summary of Project Impacts, Mitigation Measures, and Implementation Responsibility**) should guide the City in its evaluation and documentation of the implementation of mitigation measures. The MMRP is organized as follows:

- **Mitigation Measure:** Provides the text of the mitigation measures identified in the Draft MND/IS.
- **Timing/Schedule:** Identifies the timeframe in which the mitigation will take place.
- **Implementation Responsibility:** Identifies the entity responsible for complying with mitigation measure requirements.
- **Implementation and Verification Action:** Describes the type of action taken to verify implementation.

The City is responsible for taking all actions necessary to implement the mitigation measures according to the provided specifications and for demonstrating that each action has been successfully completed. The Assistant City Manager/Development Services, at his/her discretion, may delegate implementation responsibility or portions thereof to a licensed contractor.

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<sup>10</sup> California Code of Regulations, CEQA Guidelines, Sec. 15074(d).

<sup>11</sup> California Code of Regulations, CEQA Guidelines, Sec. 15097.

| TABLE 3.0-1<br>SUMMARY OF PROJECT IMPACTS, MITIGATION MEASURES, AND IMPLEMENTATION RESPONSIBILITY   |  |   |   |
|---|--|---|---|
| Mitigation Measure  | Timing/<br>Schedule                                | Implementation<br>Responsibility            | Implementation and<br>Verification Action |
| <b>Land Use</b>   |  |   |   |
| MM LU-1: The City shall revise the Zoning Code, specifically section General Commercial C2, to reflect the addition of the Downtown Core and changes that would result to permissible uses.         | Within 30 days of adoption of the Land Use Element | Assistant City Manager/Development Services | File updated code with the City Clerk.    |
| MM LU-2: The City shall revise the Zoning Code Section 12A-6, Regulations Applicable to Retail Cannabis Businesses, to include restrictions related to cannabis operation within the Downtown Core. | Within 30 days of adoption of the Land Use Element | Assistant City Manager/Development Services | File updated code with the City Clerk.    |

# APPENDICES FOR

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## FINAL MITIGATED NEGATIVE DECLARATION/ INITIAL STUDY

*for the*

## CITY OF NEEDLES

## GENERAL PLAN UPDATE

SCH NO. 2022070300

### PREPARED FOR:

City of Needles  
817 Third Street  
Needles, CA 92363

### PREPARED BY:

**Westlake Village Office**  
920 Hampshire Road, Suite A5  
Westlake Village, CA 91361



**Los Angeles Office**  
706 S. Hill Street, 11th Floor  
Los Angeles, CA 90014

5'7CAD@9H9'7CDM-G'5J 5=@56@9'-B'H<9'  
7@9F?fgC: : =9

JANUARY 2023





## City of Needles, California Request for City Council Action

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

**Title:** Adopt Ordinance Number 658-AC Amending Chapter 8, Article II of the Needles Municipal Code, Purchasing

**Meeting Date** February 14, 2023

**Background:** Ordinance 524-AC adopted in 2006 set purchasing policies for three informal bids for purchases 5,000 – 14,999 and the issuance of a formal bid for all purchases over \$15,000.

Section 1109 of the Charter provides that projects for the extension or development of any public utility operated by the city or for the purchase of supplies and equipment may be exempted from this requirement.

Due to inflation and current market conditions the utilities are not able to procure materials and equipment in a timely manner without having to issue a formal bid for every most equipment and materials purchases.


For example, one (1) truck load of 45-50' poles (approximately 20 poles) cost \$47,000, thirty (30) anchors \$17,000, one (1) 50 KVA transformer cost \$2,100 each, one (1) 10' main clamp costs \$2,000, one (1) crimping tool costs \$2,500.

To ensure that the utilities keep the proper equipment on site for routine maintenance and repairs is critical to NPUA operations. The current procurement limits restrict staff's ability to order proper stock of materials.

Staff is requesting that a limit of \$100,000 be established for the purchase of materials and supplies be exempt from the purchasing procedures. A formal resolution will follow the final reading of Ordinance 658-AC adopted the limits and establishing the requirements.

The Board of Public Utilities approved the recommended action on February 7, 2023.

**Fiscal Impact:** Reduces staff and finance personnel time to procure equipment, materials, and supplies for the utilities.

 Sylvia Miledi

**Recommended Action:** **Move to** adopt Ordinance Number 658-AC Amending Chapter 8, Article II of the Needles Municipal Code, Purchasing

14 7



## City of Needles, California Request for City Council Action

**Submitted By:** Rainie Torrance, Assistance Utility Manager

**City Management Review:** Rick

**Date:** 2/7/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 7

ORDINANCE NUMBER 658-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 8, ARTICLE II OF THE  
NEEDLES MUNICIPAL CODE, PURCHASING

**WHEREAS**, section 1109 of the Charter of the City of Needles provides that projects for the extension or development of any public utility operated by the City or for the purchase of supplies or equipment for any such utility may be excepted from the requirements of the purchasing procedures set forth in the Charter, provided the City Council so determines by at least five affirmative votes; and

**WHEREAS**, amending the City's purchasing ordinance as set forth in the Needles Municipal Code, to include the procedure for excepting projects for the extension or development of any public utility operated by the City or for the purchase of supplies or equipment for any such utility from the City's purchasing requirements will be consistent with the Charter and will assist the City in its efforts to be more effective and efficient when making purchases related to utilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEEDLES DOES HEREBY ORDAIN AS FOLLOWS:

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

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

**SECTION 3.** The City Council HEREBY APPROVES this Ordinance amending the Needles Municipal Code as follows:

8-9(h), Exceptions to Bid Policy, of the Needles Code, is hereby amended to add the following:

- (9) Pursuant to section 1109 of the Charter, projects for the extension or development of any public utility operated by the City or for the purchase of supplies or equipment for any such utility may be excepted from the requirements of the purchasing procedures adopted by the City, provided the City Council so determines by at least five affirmative votes.

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

**SECTION 5.** This action shall become final and effective thirty (30) days after this decision

by the City Council as provided by the Needles Municipal Code.

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Needles, California, approved the amendment stated above to the Needles Municipal Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 14<sup>th</sup> day of February 2023 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor Janet Jernigan

ATTEST: \_\_\_\_\_  
City Clerk Dale Jones, CMC

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor Janet Jernigan.

ATTEST: \_\_\_\_\_  
City Clerk Dale Jones, CMC

APPROVED AS TO FORM:

\_\_\_\_\_  
John O. Pinkney, City Attorney



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

**Meeting Date:** FEBRUARY 14, 2023

**Title:** Warrants

**Background:** n/a

**Fiscal Impact:** n/a

**Recommended Action:** **APPROVE**, the Warrants Register through FEBRUARY 14, 2023.

**Submitted By:** Sylvia Miledi, Director of Finance

City Management Review: *Rick*

Date: *2/7/23*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *8*



**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR FEBRUARY 14, 2023**

| FUND 101          | GENERAL FUND                | FUND AMT.       | 14-Feb           | 22-23 BUDGET     |
|-------------------|-----------------------------|-----------------|------------------|------------------|
|                   |                             | \$ 34,891.05    |                  |                  |
| 101.1015.412      | CITY ATTORNEY               | \$ 5,800.00     | \$ 35,229.40     | \$ 80,000.00     |
| 101.1020.413      | CITY MANAGER                | \$ 58.59        | \$ 122,439.96    | \$ 219,507.00    |
| 101.1025.415      | FINANCE DEPT.               | \$ 846.65       | \$ 347,393.02    | \$ 698,085.00    |
| 101.1030.414      | CITY CLERK/COUNCIL/MAYOR    | \$ 8,556.23     | \$ 163,370.99    | \$ 291,344.00    |
| 101.1035.416      | PLANNING /ZONING            | \$ 2,468.17     | \$ 168,719.33    | \$ 373,159.00    |
| 101.1040.417      | ENGINEERING                 | \$ 2,152.34     | \$ 179,429.74    | \$ 361,425.00    |
| 101.1060.410      | COMMUNITY PROMOTIONS        | \$ 1,579.50     | \$ 16,180.93     | \$ 51,552.00     |
| 101.1070.410      | SENIOR CENTER               | \$ -            | \$ 29,247.08     | \$ 59,457.00     |
| 101.2010.421      | SHERIFF                     | \$ 273,031.42   | \$ 198,984.97    | \$ 3,483,367.00  |
| 101.2020.423      | ANIMAL SHELTER/CONTROL      | \$ 837.63       | \$ 125,392.95    | \$ 233,027.00    |
| 101.2025.424      | BULDING & SAFETY            | \$ 1,605.74     | \$ 210,173.64    | \$ 608,738.00    |
| 101.2030.423      | CODE ENFORCEMENT            | \$ 13,587.69    | \$ 388,750.02    | \$ 696,985.00    |
| 101.3010.431      | PUBLIC WORKS                | \$ 1,552.40     | \$ 474,086.83    | \$ 849,743.00    |
| 101.4730.472      | SANITATION                  | \$ -            | \$ 97,208.53     | \$ 166,600.00    |
| 101.5770.452.     | AQUATICS                    | \$ 2,976.02     | \$ 100,377.00    | \$ 194,192.00    |
| 101.5772.452      | PARKS                       | \$ 9,255.92     | \$ 351,529.14    | \$ 658,491.00    |
| 101.5773.452      | JACK SMITH PARK MARINA      | \$ 233.14       | \$ 61,320.02     | \$ 107,923.00    |
| 101.5774.452      | RECREATION                  | \$ 39,433.24    | \$ 152,646.19    | \$ 371,884.00    |
| GENERAL FUND      | TOTAL ALL GF DEPARTMENTS    | \$ 398,865.73   |                  | \$ 9,505,479.00  |
| FUND 102          | GEN. FUND CAPITAL PROJECT   | \$ 980,951.87   | \$ 1,498,876.87  | \$ 4,992,512.00  |
| FUND 205          | CDBG                        | \$ -            | \$ 4,606.00      | \$ 42,692.00     |
| FUND 206          | CEMETERY                    | \$ 2,330.24     | \$ 99,906.17     | \$ 202,270.00    |
| FUND 208          | CALTRANS GRANTS             | \$ -            | \$ 277,013.93    | \$ 311,377.00    |
| FUND 210          | SPECIAL GAS TAX             | \$ -            | \$ 89,733.00     | \$ 272,365.00    |
| FUND 213          | DEPT OF HOUSE. & COMM DEVL  | \$ 5,540.00     | \$ 25,817.51     | \$ 30,000.00     |
| FUND 214          | SANBAG NEW LOCAL MEAS I     | \$ -            | \$ -             | \$ 450,000.00    |
| FUND 225          | COPS-AB 3229 SUPPLEMENTAL   | \$ 7,748.58     | \$ 91,361.68     | \$ 251,497.00    |
| FUND 233          | JACK SMITH PARK MARINA      | \$ 527.50       | \$ 5,807.60      | \$ 13,733.00     |
| FUND 238          | STATE RECREATION GRANTS     | \$ 2,717.00     | \$ 472,127.67    | \$ 3,899,640.00  |
| FUND 239          | CA. CONSERV RECYLING GRANT  | \$ -            | \$ 1,400.87      | \$ 25,526.00     |
| FUND 270          | REDEVELOPMENT AGENCY        | \$ -            | \$ 42,297.56     | \$ 287,664.00    |
| FUND 470          | RDA CAP PROJ.LOW & MOD.     | \$ 21,875.00    | \$ 118,897.96    | \$ 300,000.00    |
| FUND 501          | NPUA                        | \$ 579.51       | \$ 1,246,942.19  | \$ 2,601,074.00  |
| FUND 502          | WATER DEPARTMENT            | \$ 39,814.21    | \$ 1,079,615.26  | \$ 1,938,399.00  |
| FUND 503          | WASTEWATER DEPARTMENT       | \$ 36,635.73    | \$ 734,883.59    | \$ 1,241,325.00  |
| FUND 505          | SANITATION                  | \$ 101,052.92   | \$ 751,995.88    | \$ 1,458,897.00  |
| FUND 506          | ALL AMERICAN CANAL PROJ.    | \$ 2,847.00     | \$ 909,152.90    | \$ 1,041,800.00  |
| FUND 507          | GOLF FUND                   | \$ -            |                  |                  |
| FUND 507-5761-453 | GOLF MAINTENANCE DEPARTMENT | \$ 14,582.25    | \$ 348,976.58    | \$ 641,632.00    |
| FUND 507-5762-454 | GOLF PRO SHOP DEPARTMENT    | \$ 14,471.84    | \$ 208,512.41    | \$ 370,454.00    |
| FUND 507          | GOLF FUND TOTAL             | \$ 29,054.09    |                  |                  |
| FUND 508          | CUST.SVC/UT BUSINESS OFFICE | \$ 329.11       | \$ 228,873.83    | \$ 455,807.00    |
| FUND 509          | MIS                         | \$ 21,114.28    | \$ 139,642.59    | \$ 257,370.00    |
| FUND 510          | ADMIN. FACILITY             | \$ 15,407.48    | \$ 94,914.43     | \$ 414,950.00    |
| FUND 511          | FLEET MANAGEMENT            | \$ 2,966.39     | \$ 146,246.10    | \$ 281,078.00    |
| FUND 512          | VEHICLE REPLACEMENT         | \$ 5,972.88     | \$ 15,352.27     | \$ 15,352.27     |
| FUND 520          | SR DIAL A RIDE              | \$ 3,241.40     | \$ 154,068.37    | \$ 250,098.00    |
| FUND 521          | DIAL-A-RIDE MEDICAL TRANS.  | \$ -            | \$ 10,117.59     | \$ 22,274.00     |
| FUND 525          | NEEDLES AREA TRANSIT (NAT)  | \$ -            | \$ 231,594.37    | \$ 614,438.00    |
| FUND 580          | ELECTRIC                    | \$ 84,860.80    | \$ 7,864,850.21  | \$ 12,406,721.00 |
| FUND 581          | NPUA CAPITAL ELECTRIC       | \$ 297,569.32   | \$ 1,051,253.35  | \$ 1,024,359.00  |
| FUND 582          | NPUA CAPITAL WATER          | \$ 134,184.51   | \$ 506,396.35    | \$ 3,799,561.00  |
| TOTAL             | ALL FUNDS & DEPARTMENTS     | \$ 2,196,185.55 | \$ 21,673,714.83 | \$ 49,420,344.27 |

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

Rick Daniels, City Manager

Date

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date



| CHECK<br>NUMBER | VENDOR<br>NUMBER | SEQ# | VENDOR<br>NAME                   | CHECK<br>DATE | CHECK<br>AMOUNT | DISCOUNTS/RETAINAGE<br>TAKEN |
|-----------------|------------------|------|----------------------------------|---------------|-----------------|------------------------------|
| 17261           | 2345             | 00   | A-B COMMUNICATIONS               | 02/14/2023    | 277.54          | .00                          |
| 17262           | 3404             | 00   | A-Z BUS SALES INC.               | 02/14/2023    | 3,241.40        | .00                          |
| 17263           | 1924             | 00   | AHA MACAV POWER SERVICE          | 02/14/2023    | 950.00          | .00                          |
| 17264           | 2367             | 00   | ANCHOR SCIENTIFIC INC.           | 02/14/2023    | 504.15          | .00                          |
| 17265           | 4034             | 00   | ANGEL'S MOBILE VETINARY SERVICES | 02/14/2023    | 350.00          | .00                          |
| 17266           | 3635             | 00   | ANIXTER INC                      | 02/14/2023    | 8.71            | .00                          |
| 17267           | 3471             | 00   | ASCAP                            | 02/14/2023    | 420.00          | .00                          |
| 17268           | 3750             | 00   | AUTO ZONE                        | 02/14/2023    | 472.19          | .00                          |
| 17269           | 3973             | 00   | BARON SECURITY SOLUTIONS         | 02/14/2023    | 45.00           | .00                          |
| 17270           | 178              | 00   | BIG O TIRES & NAPA AUTO PARTS    | 02/14/2023    | 948.80          | .00                          |
| 17271           | 7                | 00   | BORDER STATES INDUSTRIES, INC.   | 02/14/2023    | 8,230.54        | .00                          |
| 17272           | 3801             | 00   | BRACK CONSTRUCTION, INC.         | 02/14/2023    | 21,875.00       | .00                          |
| 17273           | 3479             | 00   | BBSW                             | 02/14/2023    | 115.81          | .00                          |
| 17274           | 3276             | 00   | BRODY CHEMICAL COMP.INC.         | 02/14/2023    | 111.66          | .00                          |
| 17275           | 1                | 00   | BROOKS, JERARD                   | 02/14/2023    | 59.95           | .00                          |
| 17276           | 3392             | 00   | BUG EMERGENCY INC.               | 02/14/2023    | 48.00           | .00                          |
| 17277           | 2618             | 00   | BULLHEAD AUTO SUPPLY             | 02/14/2023    | 204.44          | .00                          |
| 17278           | 2786             | 00   | CACEO                            | 02/14/2023    | 210.00          | .00                          |
| 17279           | 1213             | 00   | CALIF. DEPT. OF TAX & FEE ADMIN. | 02/14/2023    | 5,270.00        | .00                          |
| 17280           | 4023             | 01   | SUPERION, LLC                    | 02/14/2023    | 4,980.00        | .00                          |
| 17281           | 3960             | 00   | CHRISTENSEN BROTHERS GENERAL ENG | 02/14/2023    | 479,169.80      | .00                          |
| 17282           | 3960             | 01   | CHRISTENSEN BROTHERS GENERAL ENG | 02/14/2023    | 111,582.90      | .00                          |
| 17283           | 3960             | 03   | CHRISTENSEN BROTHERS GENERAL ENG | 02/14/2023    | 387,927.80      | .00                          |
| 17284           | 3960             | 08   | CHRISTENSEN BROTHERS GENERAL ENG | 02/14/2023    | 2,271.37        | .00                          |
| 17285           | 3136             | 00   | CITY OF NEEDLES                  | 02/14/2023    | 71,093.99       | .00                          |
| 17286           | 4079             | 00   | CIVICPLUS                        | 02/14/2023    | 4,600.00        | .00                          |
| 17287           | 2320             | 00   | COUNTY OF SAN BERNARDINO         | 02/14/2023    | 3,775.09        | .00                          |
| 17288           | 3716             | 00   | COUNTY OF SAN BERNARDINO         | 02/14/2023    | 1,268.00        | .00                          |
| 17289           | 2934             | 00   | DANA KEPNER COMPANY INC.         | 02/14/2023    | 4,523.28        | .00                          |
| 17290           | 440              | 00   | DECO FOODSERVICE INCCORP.        | 02/14/2023    | 198.18          | .00                          |
| 17291           | 3580             | 00   | DIAMOND PURE WATER               | 02/14/2023    | 133.00          | .00                          |
| 17292           | 1                | 00   | EDGAR ROMERO                     | 02/14/2023    | 200.00          | .00                          |
| 17293           | 3943             | 00   | ELLEN CAMPBELL                   | 02/14/2023    | 12.00           | .00                          |
| 17294           | 3913             | 00   | ENTERPRISE FM TRUST              | 02/14/2023    | 5,972.88        | .00                          |
| 17295           | 3682             | 00   | EPIC ENGINEERING                 | 02/14/2023    | 3,952.70        | .00                          |
| 17296           | 615              | 00   | FEDEX                            | 02/14/2023    | 90.72           | .00                          |
| 17297           | 1296             | 00   | FRONTIER                         | 02/14/2023    | 5,393.48        | .00                          |
| 17298           | 324              | 00   | GRAINGER                         | 02/14/2023    | 1,662.89        | .00                          |
| 17299           | 3966             | 00   | GT GOLF SUPPLIES                 | 02/14/2023    | 113.38          | .00                          |
| 17300           | 2612             | 00   | HARDWARE EXPRESS INCCORP.        | 02/14/2023    | 932.24          | .00                          |
| 17301           | 4078             | 00   | HENRY LONGBRAKE                  | 02/14/2023    | 12.00           | .00                          |
| 17302           | 2489             | 00   | HOME DEPOT CREDIT SERVICES       | 02/14/2023    | 248.46          | .00                          |
| 17303           | 1                | 00   | HOUMAN DAVOODI                   | 02/14/2023    | 26,885.18       | .00                          |
| 17304           | 4076             | 00   | JAMIE MCCORKLE                   | 02/14/2023    | 12.00           | .00                          |
| 17305           | 3949             | 00   | JANET JERNIGAN                   | 02/14/2023    | 122.00          | .00                          |
| 17306           | 4000             | 00   | JARROD DELEON                    | 02/14/2023    | 293.46          | .00                          |
| 17307           | 4077             | 00   | JOANNE POGUE                     | 02/14/2023    | 12.00           | .00                          |
| 17308           | 1                | 00   | JOHN SADD                        | 02/14/2023    | 300.00          | .00                          |
| 17309           | 1                | 00   | JONAS LALEHZADEH                 | 02/14/2023    | 3,340.27        | .00                          |
| 17310           | 2334             | 00   | KERN TURF SUPPLY INC.            | 02/14/2023    | 1,007.26        | .00                          |
| 17311           | 3502             | 00   | KIPPY POULSON                    | 02/14/2023    | 275.00          | .00                          |



| CHECK<br>NUMBER      | VENDOR<br>NUMBER | SEQ# | VENDOR<br>NAME                      | CHECK<br>DATE | CHECK<br>AMOUNT | DISCOUNTS/RETAINAGE<br>TAKEN |
|----------------------|------------------|------|-------------------------------------|---------------|-----------------|------------------------------|
| 17363                | 4072             | 00   | WESTERN UNITED ELECTRIC SUPPLY CORP | 02/14/2023    | 2,427.83        | .00                          |
| 17364                | 3967             | 00   | WILLDAN ENGINEERING                 | 02/14/2023    | 250.00          | .00                          |
| 17365                | 1023             | 00   | XEROX                               | 02/14/2023    | 427.02          | .00                          |
| 17366                | 3842             | 00   | XIO, INC.                           | 02/14/2023    | 143.00          | .00                          |
| 17367                | 1293             | 00   | ZUBRICK T-SHIRTS                    | 02/14/2023    | 602.00          | .00                          |
| 17368                | 3828             | 00   | 3D-NETWORKS LLC                     | 02/14/2023    | 10,936.03       | .00                          |
| 17369                | 2519             | 00   | 4IMPRINT, INC.                      | 02/14/2023    | 790.51          | .00                          |
| NUMBER OF CHECKS 109 |                  |      |                                     | GRAND TOTAL   | 2,196,185.55    |                              |

PREPARED 02/01/2023, 14:56:59

PROGRAM: GM3461

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1  
ACCOUNTING PERIOD 2023/08  
REPORT NUMBER 97

| CHECK NO | VENDOR NO | VENDOR NAME               | VOUCHER NO                                     | P.O. NO | DATE   | ACCOUNT  | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN)                          | CHECK TOTAL |
|----------|-----------|---------------------------|--|---------|--|--|--|-------------|
| 17261    | 2345      | A-B COMMUNICATIONS        | 003893   |         | 02/14/2023   | 510-4410-405.30-25   | 277.54<br>277.54 *   | 277.54      |
| 17262    | 3404      | A-Z BUS SALES INC.        | 003778   |         | 02/14/2023   | 520-4740-462.72-15   | 3,241.40<br>3,241.40 *   | 3,241.40    |
| 17263    | 1924      | AHA MACAV POWER SERVICE   | 003867   |         | 02/14/2023   | 580-4750-473.61-21   | 950.00<br>950.00 *   | 950.00      |
| 17264    | 2367      | ANCHOR SCIENTIFIC INC.    | 003899   |         | 02/14/2023   | 503-4720-475.43-14   | 504.15<br>504.15 *   | 504.15      |
| 17265    | 4034      | ANGEL'S TOUCH MOBILE VETE | 003894   |         | 02/14/2023   | 101-0000-204.06-00   | 350.00<br>350.00 *   | 350.00      |
| 17266    | 3635      | ANIXTER                   | 003900   |         | 02/14/2023   | 580-4750-473.60-55   | 8.71<br>8.71 *   | 8.71        |
| 17267    | 3471      | ASCAP                     | 003766<br>003766<br>003766                     |         | 02/14/2023<br>02/14/2023<br>02/14/2023                             | 510-4410-405.61-01<br>101-5774-452.60-24<br>101-5770-452.60-24   | 140.00<br>140.00<br>140.00<br>420.00 *                             | 420.00      |
| 17268    | 3750      | AUTO ZONE                 | 003765<br>003829<br>003859<br>003930<br>003930 |         | 02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023 | 580-4750-473.60-55<br>101-5772-452.43-18<br>580-4750-473.60-55<br>502-4710-471.43-03<br>502-4710-471.43-03                       | 35.55<br>20.46<br>22.60<br>356.26<br>37.32<br>472.19 *             | 472.19      |
| 17269    | 3973      | BARON SECURITY SOLUTIONS  | 003894   |         | 02/14/2023   | 510-4410-405.43-01   | 45.00<br>45.00 *   | 45.00       |
| 17270    | 178       | BIG O TIRES & NAPA AUTO P | 003818<br>003830<br>003830<br>003830<br>003830 |         | 02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023 | 503-4720-475.43-14<br>101-5772-452.43-04<br>101-5772-452.43-04<br>511-3020-432.61-28<br>511-3021-432.43-38<br>511-3021-432.43-38 | 12.92<br>144.51<br>153.54<br>122.77<br>69.12<br>445.94<br>948.80 * | 948.80      |
| 17271    | 7         | BORDER STATES INDUSTRIES, | 003803<br>003805<br>003806<br>003901           |         | 02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023               | 580-4750-473.60-55<br>580-4750-473.60-55<br>580-4750-473.60-55<br>580-4750-473.60-55   | 4,285.61<br>51.72<br>3,429.91<br>463.30<br>8,230.54 *              | 8,230.54    |
| 17272    | 3801      | BRACK CONSTRUCTION, INC.  | PI0194   | 023053  | 02/14/2023   | 470-4620-471.69-27   | 21,875.00<br>21,875.00 *   | 21,875.00   |





| CHECK NO | VENDOR NO | VENDOR NAME              | VOUCHER NO   | P.O. NO          | DATE   | ACCOUNT  | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN)   | CHECK TOTAL |
|----------|-----------|--------------------------|--|------------------|--|--|---|-------------|
| 17288    | 3716      | COUNTY OF SAN BERNARDINO | 003750   |                  | 02/14/2023   | 101-5770-452.31-90   | 1,268.00<br>1,268.00 *  | 1,268.00    |
| 17289    | 2934      | DANA KEPNER COMPANY INC. | 003821<br>003822<br>003822   |                  | 02/14/2023<br>02/14/2023<br>02/14/2023   | 503-4720-475.43-14<br>502-4710-471.60-55<br>502-4710-471.60-55   | 1,500.18<br>1,931.74<br>2,091.36<br>4,523.28 *  | 4,523.28    |
| 17290    | 440       | DECO FOODSERVICE INCORP. | 003749<br>003813<br>003860   |                  | 02/14/2023<br>02/14/2023<br>02/14/2023   | 101-5774-452.65-10<br>507-5762-454.61-06<br>101-5774-452.65-10   | 58.07<br>82.04<br>58.07<br>198.18 *   | 198.18      |
| 17291    | 3580      | DIAMOND PURE WATER       | 003745<br>003746<br>003747<br>003748<br>003830<br>003902<br>004019   |                  | 02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023   | 101-5770-452.61-01<br>101-5774-452.61-01<br>510-4410-405.61-01<br>503-4720-475.43-02<br>511-3020-432.43-29<br>510-4410-405.61-01<br>503-4720-475.43-02   | 10.00<br>17.00<br>36.00<br>17.00<br>11.00<br>30.00<br>12.00<br>133.00 *                                 | 133.00      |
| 17292    | 1         | EDGAR ROMERO             | 004056   |                  | 02/14/2023   | 101-0000-362.01-00   | 200.00<br>200.00 *  | 200.00      |
| 17293    | 3943      | ELLEN CAMPBELL           | 003753   |                  | 02/14/2023   | 101-1030-414.49-20   | 12.00<br>12.00 *  | 12.00       |
| 17294    | 3913      | ENTERPRISE FM TRUST      | 003831   |                  | 02/14/2023   | 512-0000-207.02-00   | 5,972.88<br>5,972.88 *  | 5,972.88    |
| 17295    | 3682      | EPIC ENGINEERING         | PI0186<br>PI0187   | 023047<br>023048 | 02/14/2023<br>02/14/2023   | 582-4710-471.71-05<br>582-4710-471.71-05   | 1,045.20<br>2,907.50<br>3,952.70 *  | 3,952.70    |
| 17296    | 615       | FEDEX                    | 003846<br>004069   |                  | 02/14/2023<br>02/14/2023   | 503-4720-475.52-20<br>580-4750-473.52-20   | 45.84<br>44.88<br>90.72 *   | 90.72       |
| 17297    | 1296      | FRONTIER                 | 003933<br>003934<br>003935<br>003936<br>003937<br>003938<br>003939<br>003940<br>003941<br>003942<br>003943 |                  | 02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023 | 101-1025-415.52-10<br>101-2020-423.52-10<br>101-3010-431.52-10<br>101-5770-452.52-10<br>101-5773-452.52-10<br>101-5774-452.52-10<br>502-4710-471.52-10<br>503-4720-475.52-10<br>503-4720-475.52-10<br>507-5761-453.52-10<br>507-5762-454.52-10 | 72.61<br>136.16<br>123.99<br>146.78<br>85.72<br>315.14<br>374.83<br>442.98<br>379.63<br>79.61<br>258.29 |             |

## ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED 02/01/2023. 14:56:59

PROGRAM: GM346L

PROGRAM: GMS#01  
CITY OF NEEDLES

CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING[illegible]

17301 4078 HENRY LONGBRAKE

003757

02/14/2023

101-1030-414.49-20

12.00

932.24

PREPARED 02/01/2023, 14:56:59

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 5  
ACCOUNTING PERIOD 2023/08  
REPORT NUMBER 97

| CHECK<br>NO | VENDOR<br>NO | VENDOR<br>NAME            | VOUCHER<br>NO | P.O.<br>NO | DATE       | ACCOUNT            | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN) | CHECK<br>TOTAL |
|-------------|--------------|---------------------------|---------------|------------|------------|--------------------|---|----------------|
| 17301       | 4078         | HENRY LONGBRAKE           |               |            |            |                    | 12.00 *                                   | 12.00          |
| 17302       | 2489         | HOME DEPOT CREDIT SERVICE | 004084        |            | 02/14/2023 | 101-5774-452.43-18 | 149.50                                    |                |
|             |              |                           | 004084        |            | 02/14/2023 | 101-5774-452.43-18 | 98.96                                     |                |
|             |              |                           |               |            |            |                    | 248.46 *                                  | 248.46         |
| 17303       | 1            | HOOMAN DAVOODI            | 003905        |            | 02/14/2023 | 101-0000-204.82-00 | 26,885.18                                 |                |
|             |              |                           |               |            |            |                    | 26,885.18 *                               | 26,885.18      |
| 17304       | 4076         | JAMIE MCCORKLE            | 003754        |            | 02/14/2023 | 101-1030-414.49-20 | 12.00                                     |                |
|             |              |                           |               |            |            |                    | 12.00 *                                   | 12.00          |
| 17305       | 3949         | JANET JERNIGAN            | 003751        |            | 02/14/2023 | 101-1030-414.49-20 | 12.00                                     |                |
|             |              |                           | 003929        |            | 02/14/2023 | 101-0000-362.01-00 | 110.00                                    |                |
|             |              |                           |               |            |            |                    | 122.00 *                                  | 122.00         |
| 17306       | 4000         | JARROD DELEON             | 003778        |            | 02/14/2023 | 507-5761-453.43-04 | 203.59                                    |                |
|             |              |                           | 004056        |            | 02/14/2023 | 507-5761-453.43-04 | 89.87                                     |                |
|             |              |                           |               |            |            |                    | 293.46 *                                  | 293.46         |
| 17307       | 4077         | JOANNE POGUE              | 003755        |            | 02/14/2023 | 101-1030-414.49-20 | 12.00                                     |                |
|             |              |                           |               |            |            |                    | 12.00 *                                   | 12.00          |
| 17308       | 1            | JOHN SADD                 | 003864        |            | 02/14/2023 | 580-4750-473.54-62 | 300.00                                    |                |
|             |              |                           |               |            |            |                    | 300.00 *                                  | 300.00         |
| 17309       | 1            | JONAS LALEHZADEH          | 004091        |            | 02/14/2023 | 101-0000-204.81-00 | 3,340.27                                  |                |
|             |              |                           |               |            |            |                    | 3,340.27 *                                | 3,340.27       |
| 17310       | 2334         | KERN TURF SUPPLY INC.     | 003838        |            | 02/14/2023 | 101-5772-452.61-20 | 1,007.26                                  |                |
|             |              |                           |               |            |            |                    | 1,007.26 *                                | 1,007.26       |
| 17311       | 3502         | KIPPY POULSON             | 003826        |            | 02/14/2023 | 101-1025-415.31-90 | 275.00                                    |                |
|             |              |                           |               |            |            |                    | 275.00 *                                  | 275.00         |
| 17312       | 3942         | KIRSTEN MERRITT           | 003752        |            | 02/14/2023 | 101-1030-414.49-20 | 12.00                                     |                |
|             |              |                           |               |            |            |                    | 12.00 *                                   | 12.00          |
| 17313       | 3977         | LANDIS+GYR TECHNOLOGY, IN | 003750        |            | 02/14/2023 | 580-4750-473.56-00 | 950.00                                    |                |
|             |              |                           | PI0171        | 023019     | 02/14/2023 | 582-4710-471.71-02 | 27,696.06                                 |                |
|             |              |                           | PI0172        | 023019     | 02/14/2023 | 582-4710-471.71-02 | 476.26                                    |                |
|             |              |                           | PI0173        | 023019     | 02/14/2023 | 582-4710-471.71-02 | 94,281.25                                 |                |
|             |              |                           | PI0177        | 023019     | 02/14/2023 | 582-4710-471.71-02 | 1,525.74                                  |                |
|             |              |                           |               |            |            |                    | 124,929.31 *                              | 124,929.31     |
| 17314       | 83           | LAWSON PRODUCTS INC.      | 004019        |            | 02/14/2023 | 503-4720-475.60-55 | 213.70                                    |                |
|             |              |                           |               |            |            |                    | 213.70 *                                  | 213.70         |
| 17315       | 85           | LEAGUE OF CALIFORNIA CITI | 004092        |            | 02/14/2023 | 101-1030-414.56-01 | 3,481.00                                  |                |
|             |              |                           |               |            |            |                    | 3,481.00 *                                | 3,481.00       |



| CHECK<br>NO | VENDOR<br>NO | VENDOR<br>NAME | VOUCHER<br>NO | P.O.<br>NO | DATE       | ACCOUNT            | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN) | CHECK<br>TOTAL |
|-------------|--------------|----------------|---------------|------------|------------|--------------------|---|----------------|
| 17324       | 1786         | NPUA           | 003825        |            | 02/14/2023 | 101-5774-452.41-20 | 509.18                                    |                |
|             |              |                | 003826        |            | 02/14/2023 | 503-4720-475.41-10 | 8,856.67                                  |                |
|             |              |                | 003826        |            | 02/14/2023 | 503-4720-475.41-20 | 244.73                                    |                |
|             |              |                | 003826        |            | 02/14/2023 | 503-4720-475.41-20 | 211.60                                    |                |
|             |              |                | 003826        |            | 02/14/2023 | 503-4720-475.41-10 | 34.01                                     |                |
|             |              |                | 003826        |            | 02/14/2023 | 503-4720-475.41-10 | 327.88                                    |                |
|             |              |                | 003826        |            | 02/14/2023 | 503-4720-475.41-20 | 46.01                                     |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-3010-431.41-10 | 236.85                                    |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-3010-431.41-20 | 61.96                                     |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-3010-431.41-30 | 409.40                                    |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-20 | 45.88                                     |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-20 | 212.40                                    |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-30 | 81.88                                     |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-10 | 71.11                                     |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-10 | 84.50                                     |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-10 | 345.28                                    |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-20 | 45.88                                     |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-10 | 40.87                                     |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-10 | 175.57                                    |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-20 | 664.36                                    |                |
|             |              |                | 003832        |            | 02/14/2023 | 101-5772-452.41-30 | 82.27                                     |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-20 | 212.90                                    |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-20 | 45.88                                     |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-10 | 34.01                                     |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-20 | 200.37                                    |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-20 | 46.16                                     |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-20 | 853.55                                    |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-10 | 15.91                                     |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-10 | 51.30                                     |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-20 | 75.13                                     |                |
|             |              |                | 003833        |            | 02/14/2023 | 101-5772-452.41-10 | 69.70                                     |                |
|             |              |                | 003847        |            | 02/14/2023 | 206-5771-452.41-10 | 37.89                                     |                |
|             |              |                | 003848        |            | 02/14/2023 | 206-5771-452.41-20 | 2,190.01                                  |                |
|             |              |                | 003849        |            | 02/14/2023 | 206-5771-452.41-30 | 81.88                                     |                |
|             |              |                | 003860        |            | 02/14/2023 | 503-4720-475.41-10 | 42.23                                     |                |
|             |              |                | 003860        |            | 02/14/2023 | 503-4720-475.41-20 | 45.44                                     |                |
|             |              |                | 003860        |            | 02/14/2023 | 503-4720-475.41-10 | 34.23                                     |                |
|             |              |                | 003860        |            | 02/14/2023 | 502-4710-471.41-10 | 63.93                                     |                |
|             |              |                | 003860        |            | 02/14/2023 | 502-4710-471.41-10 | 34.01                                     |                |
|             |              |                | 003864        |            | 02/14/2023 | 502-4710-471.41-10 | 512.94                                    |                |
|             |              |                | 003867        |            | 02/14/2023 | 503-4720-475.41-10 | 42.98                                     |                |
|             |              |                | 003867        |            | 02/14/2023 | 503-4720-475.41-20 | 46.14                                     |                |
|             |              |                | 003867        |            | 02/14/2023 | 580-4750-473.41-11 | 37.40                                     |                |
|             |              |                | 003867        |            | 02/14/2023 | 580-4750-473.41-11 | 48.86                                     |                |
|             |              |                | 003903        |            | 02/14/2023 | 101-5773-452.41-10 | 37.42                                     |                |
|             |              |                | 003904        |            | 02/14/2023 | 101-5772-452.41-20 | 441.33                                    |                |
|             |              |                | 003904        |            | 02/14/2023 | 101-5772-452.41-20 | 77.75                                     |                |
|             |              |                | 003904        |            | 02/14/2023 | 101-5772-452.41-20 | 277.39                                    |                |
|             |              |                | 003904        |            | 02/14/2023 | 101-5772-452.41-10 | 479.24                                    |                |
|             |              |                | 003904        |            | 02/14/2023 | 101-5772-452.41-20 | 1,349.85                                  |                |





## ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED02/01/2023. 14:56:59

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<br>(NET OF DISC./RETAIN) | CHECK TOTAL |
|----------|-----------|---------------------------|------------|---------|------------|--------------------|--|-------------|
| 17331    | 15        | QUILL LLC                 | 003864     |         | 02/14/2023 | 510-4410-405.61-31 | 74.98                                      |             |
|          |           |                           | 003864     |         | 02/14/2023 | 510-4410-405.61-01 | 383.55                                     |             |
|          |           |                           | 003906     |         | 02/14/2023 | 101-1025-415.61-01 | 34.47                                      |             |
|          |           |                           | 003906     |         | 02/14/2023 | 101-1025-415.61-01 | 83.81                                      |             |
|          |           |                           | 003921     |         | 02/14/2023 | 510-4410-405.61-01 | 140.04                                     |             |
|          |           |                           | 003922     |         | 02/14/2023 | 510-4410-405.61-01 | 145.61                                     |             |
|          |           |                           | 004056     |         | 02/14/2023 | 101-2025-424.61-01 | 12.27                                      |             |
|          |           |                           | 004056     |         | 02/14/2023 | 101-1025-415.61-01 | 60.32                                      |             |
|          |           |                           | 004056     |         | 02/14/2023 | 101-1035-416.61-01 | 13.78                                      |             |
|          |           |                           | 004064     |         | 02/14/2023 | 508-4810-478.61-01 | 114.61                                     |             |
|          |           |                           | 004064     |         | 02/14/2023 | 101-1025-415.61-01 | 135.10                                     |             |
|          |           |                           | 004064     |         | 02/14/2023 | 101-1030-414.61-01 | 47.07                                      |             |
|          |           |                           | 004064     |         | 02/14/2023 | 101-2025-424.61-01 | 40.51                                      |             |
|          |           |                           | 004065     |         | 02/14/2023 | 101-2030-423.61-01 | 54.63                                      |             |
|          |           |                           | 004071     |         | 02/14/2023 | 101-2030-423.61-01 | 17.39                                      |             |
|          |           |                           | 004072     |         | 02/14/2023 | 101-1040-417.61-02 | 113.13                                     |             |
|          |           |                           | 004090     |         | 02/14/2023 | 101-1040-417.61-01 | 60.32                                      |             |
| 17332    | 3441      | RALPH G. GRIFFIN PUBLICAT | 004090     |         | 02/14/2023 | 510-4410-405.61-01 | 37.70                                      |             |
|          |           |                           | 004090     |         | 02/14/2023 | 508-4810-478.61-01 | 12.91                                      |             |
|          |           |                           | 004090     |         | 02/14/2023 | 510-4410-405.61-01 | 120.64                                     |             |
|          |           |                           | 004090     |         | 02/14/2023 | 510-4410-405.61-01 | 176.85                                     |             |
|          |           |                           |            |         |            | 5,323.66           | *  | 5,323.66    |
|          |           |                           |            |         |            | 199.00             | *  | 199.00      |
|          |           |                           |            |         |            | 199.00             | *  | 199.00      |
| 17333    | 2861      | REINKE A/C CORP.          | PI0174     | 023083  | 02/14/2023 | 507-5762-454.43-08 | 8,155.25                                   |             |
|          |           |                           | 003835     |         | 02/14/2023 | 101-1070-410.43-04 | 765.00                                     |             |
|          |           |                           | 003910     |         | 02/14/2023 | 510-4410-405.43-01 | 173.19                                     |             |
| 17334    | 309       | REPUBLIC SERVICES #78     | 003911     |         | 02/14/2023 | 510-4410-405.43-01 | 520.95                                     |             |
|          |           |                           | PI0193     | 023081  | 02/14/2023 | 101-5774-452.72-12 | 35,900.79                                  |             |
| 17335    | 3558      | RICK DANIELS              | 003826     |         | 02/14/2023 | 101-5774-452.72-12 | 45,515.18                                  | 45,515.18   |
| 17336    | 591       | ROBINSON ELECTRIC CO. INC | PI0176     | 023014  | 02/14/2023 | 505-4730-472.31-87 | 97,277.83                                  | 97,277.83   |
|          |           |                           |            |         |            | 97,277.83          | *  | 97,277.83   |
| 17337    | 4049      | ROGER MILLER              | 003826     |         | 02/14/2023 | 101-1020-413.55-00 | 25.38                                      | 25.38       |
| 17338    | 3796      | ROUTE 66 BROADBAND LLC    |            |         | 02/14/2023 | 580-4750-473.43-45 | 25.38                                      | 25.38       |
|          |           |                           |            |         |            | 580-4750-473.43-45 | *  | 411.14      |
| 17339    | 4049      | ROGER MILLER              |            |         | 02/14/2023 | 507-5761-453.43-04 | 411.14                                     | 411.14      |
|          |           |                           |            |         |            | 507-5761-453.43-04 | *  | 30.16       |
| 17340    | 3796      | ROUTE 66 BROADBAND LLC    |            |         | 02/14/2023 | 507-5761-453.43-04 | 30.16                                      | 30.16       |
|          |           |                           |            |         |            | 507-5761-453.43-04 | *  | 30.16       |
| 17341    | 3796      | ROUTE 66 BROADBAND LLC    |            |         | 02/14/2023 | 101-5773-452.52-10 | 110.00                                     | 110.00      |
|          |           |                           |            |         |            | 101-5773-452.52-10 | *  | 270.00      |
| 17342    | 3796      | ROUTE 66 BROADBAND LLC    |            |         | 02/14/2023 | 509-4910-479.52-12 | 175.00                                     | 175.00      |
|          |           |                           |            |         |            | 509-4910-479.52-12 | *  | 555.00      |
| 17343    | 3796      | ROUTE 66 BROADBAND LLC    |            |         | 02/14/2023 | 101-1030-414.52-10 | 555.00                                     | 555.00      |
|          |           |                           |            |         |            | 101-1030-414.52-10 | *  | 555.00      |





| 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 |  |  |
| 17354  | 3697      | TONA BELT                 | 003756     |         | 02/14/2023 | 101-1030-414.49-20 | 12.00                                  | 12.00       |  |  |
|  |           |                           |            |         |            |                    | 12.00                                  | *           |  |  |
| 17355  | 3917      | TOUCHSTONE GOLF LLC       | PI0185     | 023001  | 02/14/2023 | 507-5762-454.31-89 | 5,000.00                               | 5,000.00    |  |  |
|  |           |                           |            |         |            |                    | 5,000.00                               | *           |  |  |
| 17356  | 772       | TRI-STATE ACE HARDWARE    | 003773     |         | 02/14/2023 | 503-4720-475.60-32 | 140.98                                 | 140.98      |  |  |
|  |           |                           | 003773     |         | 02/14/2023 | 503-4720-475.60-32 | 51.02                                  | 51.02       |  |  |
|  |           |                           | 003836     |         | 02/14/2023 | 101-3010-431.60-11 | 22.01                                  | 22.01       |  |  |
|  |           |                           | 003836     |         | 02/14/2023 | 511-3021-432.43-26 | 41.87                                  | 41.87       |  |  |
|  |           |                           | 004083     |         | 02/14/2023 | 510-4410-405.43-01 | 8.28                                   | 8.28        |  |  |
|  |           |                           |            |         |            |                    | 162.12                                 | *           |  |  |
| 17357  | 2819      | TRI-STATE HOSE & FITTINGS | 003836     |         | 02/14/2023 | 511-3021-432.43-38 | 154.45                                 | 154.45      |  |  |
|  |           |                           |            |         |            |                    | 154.45                                 | *           |  |  |
| 17358  | 2798      | U.S. DEPARTMENT OF ENERGY | 004066     |         | 02/14/2023 | 580-4750-473.63-10 | 17,374.46                              | 17,374.46   |  |  |
|  |           |                           |            |         |            |                    | 17,374.46                              | *           |  |  |
| 17359  | 3830      | UNIFIRST CORPORATION      | 003764     |         | 02/14/2023 | 580-4750-473.61-04 | 130.90                                 | 130.90      |  |  |
|  |           |                           | 003773     |         | 02/14/2023 | 502-4710-471.61-04 | 28.08                                  | 28.08       |  |  |
|  |           |                           | 003773     |         | 02/14/2023 | 508-4810-478.61-04 | 5.94                                   | 5.94        |  |  |
|  |           |                           | 003773     |         | 02/14/2023 | 503-4720-475.61-04 | 41.10                                  | 41.10       |  |  |
|  |           |                           | 003773     |         | 02/14/2023 | 101-5774-452.61-06 | 8.82                                   | 8.82        |  |  |
|  |           |                           | 003773     |         | 02/14/2023 | 101-5774-452.61-06 | 8.56                                   | 8.56        |  |  |
|  |           |                           | 003812     |         | 02/14/2023 | 507-5762-454.61-04 | 7.49                                   | 7.49        |  |  |
|  |           |                           | 003826     |         | 02/14/2023 | 503-4720-475.61-04 | 16.10                                  | 16.10       |  |  |
|  |           |                           | 003827     |         | 02/14/2023 | 502-4710-471.61-04 | 28.08                                  | 28.08       |  |  |
|  |           |                           | 003836     |         | 02/14/2023 | 503-4720-475.61-04 | 16.10                                  | 16.10       |  |  |
|  |           |                           | 003837     |         | 02/14/2023 | 101-5772-452.61-04 | 26.95                                  | 26.95       |  |  |
|  |           |                           | 003837     |         | 02/14/2023 | 101-3010-431.61-04 | 132.24                                 | 132.24      |  |  |
|  |           |                           | 003837     |         | 02/14/2023 | 101-3010-431.61-04 | 283.26                                 | 283.26      |  |  |
|  |           |                           | 003845     |         | 02/14/2023 | 101-5772-452.61-04 | 26.95                                  | 26.95       |  |  |
|  |           |                           | 003864     |         | 02/14/2023 | 580-4750-473.61-04 | 130.90                                 | 130.90      |  |  |
|  |           |                           | 003917     |         | 02/14/2023 | 101-5774-452.61-06 | 8.56                                   | 8.56        |  |  |
|  |           |                           | 003917     |         | 02/14/2023 | 101-3010-431.61-04 | 96.68                                  | 96.68       |  |  |
|  |           |                           | 003918     |         | 02/14/2023 | 580-4750-473.61-04 | 130.90                                 | 130.90      |  |  |
|  |           |                           | 003924     |         | 02/14/2023 | 502-4710-471.61-04 | 28.08                                  | 28.08       |  |  |
|  |           |                           | 003927     |         | 02/14/2023 | 101-5774-452.61-06 | 8.56                                   | 8.56        |  |  |
|  |           |                           | 003927     |         | 02/14/2023 | 101-5774-452.61-06 | 8.56                                   | 8.56        |  |  |
|  |           |                           | 003927     |         | 02/14/2023 | 101-5774-452.61-06 | 8.56                                   | 8.56        |  |  |
|  |           |                           | 004054     |         | 02/14/2023 | 503-4720-475.61-04 | 16.10                                  | 16.10       |  |  |
|  |           |                           | 004086     |         | 02/14/2023 | 508-4810-478.61-04 | 5.94                                   | 5.94        |  |  |
|  |           |                           | 004091     |         | 02/14/2023 | 508-4810-478.61-04 | 7.14                                   | 7.14        |  |  |
|  |           |                           |            |         |            |                    | 1,210.55                               | *           |  |  |
| 17360  | 761       | USABLUBOOK                | 003826     |         | 02/14/2023 | 503-4720-475.43-02 | 392.30                                 | 392.30      |  |  |
|  |           |                           | 003931     |         | 02/14/2023 | 502-4710-471.43-57 | 166.43                                 | 166.43      |  |  |
|  |           |                           | 003931     |         | 02/14/2023 | 502-4710-471.43-57 | 1,001.19                               | 1,001.19    |  |  |
|  |           |                           | 003931     |         | 02/14/2023 | 502-4710-471.60-55 | 13.49                                  | 13.49       |  |  |

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

| CHECK<br>NO | VENDOR<br>NO | VENDOR<br>NAME            | VOUCHER<br>NO | P.O.<br>NO | DATE       | ACCOUNT            | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN) | CHECK<br>TOTAL |
|-------------|--------------|---------------------------|---------------|------------|------------|--------------------|---|----------------|
| 17360       | 761          | USABLUBOOK                | 003931        |            | 02/14/2023 | 502-4710-471.60-55 | 119.15                                    |                |
|             |              |                           | 003931        |            | 02/14/2023 | 502-4710-471.60-55 | 875.94                                    |                |
|             |              |                           | 004045        |            | 02/14/2023 | 503-4720-475.61-33 | 149.31                                    |                |
|             |              |                           | 004054        |            | 02/14/2023 | 503-4720-475.60-55 | 109.10                                    |                |
|             |              |                           | 004054        |            | 02/14/2023 | 503-4720-475.60-55 | 284.78                                    |                |
|             |              |                           |               |            |            |                    | 3,111.69 *                                | 3,111.69       |
| 17361       | 2663         | WATER EDUCATION FOUNDATIO | 003826        |            | 02/14/2023 | 506-4713-477.55-00 | 2,847.00                                  |                |
|             |              |                           |               |            |            |                    | 2,847.00 *                                | 2,847.00       |
| 17362       | 3528         | WESTERN ENVIRONMENTAL TES | 003919        |            | 02/14/2023 | 503-4720-475.59-75 | 295.00                                    |                |
|             |              |                           | 004083        |            | 02/14/2023 | 503-4720-475.59-75 | 242.58                                    |                |
|             |              |                           | 004083        |            | 02/14/2023 | 503-4720-475.59-75 | 242.58                                    |                |
|             |              |                           | 004083        |            | 02/14/2023 | 502-4710-471.59-75 | 536.93                                    |                |
|             |              |                           | 004083        |            | 02/14/2023 | 502-4710-471.59-75 | 492.32                                    |                |
|             |              |                           | 004083        |            | 02/14/2023 | 502-4710-471.59-75 | 519.70                                    |                |
|             |              |                           |               |            |            |                    | 2,329.11 *                                | 2,329.11       |
| 17363       | 4072         | WESTERN UNITED ELECTRIC S | 003837        |            | 02/14/2023 | 580-4750-473.60-55 | 2,427.83                                  |                |
|             |              |                           |               |            |            |                    | 2,427.83 *                                | 2,427.83       |
| 17364       | 3967         | WILLDAN ENGINEERING       | PI0175        | 023022     | 02/14/2023 | 101-2025-424.31-10 | 250.00                                    |                |
|             |              |                           |               |            |            |                    | 250.00 *                                  | 250.00         |
| 17365       | 1023         | XEROX                     | 003850        |            | 02/14/2023 | 101-1020-413.70-01 | 33.21                                     |                |
|             |              |                           | 003851        |            | 02/14/2023 | 101-1025-415.70-01 | 33.21                                     |                |
|             |              |                           | 003852        |            | 02/14/2023 | 101-1030-414.70-01 | 53.14                                     |                |
|             |              |                           | 003853        |            | 02/14/2023 | 101-1035-416.70-01 | 33.21                                     |                |
|             |              |                           | 003854        |            | 02/14/2023 | 101-1040-417.70-01 | 33.21                                     |                |
|             |              |                           | 003855        |            | 02/14/2023 | 101-2025-424.70-01 | 33.21                                     |                |
|             |              |                           | 003856        |            | 02/14/2023 | 101-2030-423.70-01 | 33.21                                     |                |
|             |              |                           | 003857        |            | 02/14/2023 | 101-3010-431.70-01 | 13.28                                     |                |
|             |              |                           | 003858        |            | 02/14/2023 | 510-4410-405.70-01 | 66.42                                     |                |
|             |              |                           | 003928        |            | 02/14/2023 | 101-5774-452.74-20 | 94.92                                     |                |
|             |              |                           |               |            |            |                    | 427.02 *                                  | 427.02         |
| 17366       | 3842         | XIO, INC.                 | 003837        |            | 02/14/2023 | 502-4710-471.31-90 | 143.00                                    |                |
|             |              |                           |               |            |            |                    | 143.00 *                                  | 143.00         |
| 17367       | 1293         | ZUBRICK T-SHIRTS          | 003864        |            | 02/14/2023 | 101-0000-204.10-00 | 602.00                                    |                |
|             |              |                           |               |            |            |                    | 602.00 *                                  | 602.00         |
| 17368       | 3828         | 3D-NETWORKS LLC           | 003773        |            | 02/14/2023 | 509-4910-479.52-13 | 1,683.10                                  |                |
|             |              |                           | 003826        |            | 02/14/2023 | 509-4910-479.31-90 | 2,085.96                                  |                |
|             |              |                           | 003826        |            | 02/14/2023 | 509-4910-479.31-53 | 475.00                                    |                |
|             |              |                           | 003926        |            | 02/14/2023 | 509-4910-479.31-53 | 500.00                                    |                |
|             |              |                           | 003926        |            | 02/14/2023 | 509-4910-479.31-53 | 1,898.99                                  |                |
|             |              |                           | 004073        |            | 02/14/2023 | 509-4910-479.31-90 | 3,692.98                                  |                |
|             |              |                           | 004074        |            | 02/14/2023 | 509-4910-479.31-53 | 600.00                                    |                |
|             |              |                           |               |            |            |                    | 10,936.03 *                               | 10,936.03      |

| CHECK<br>NO            | VENDOR<br>NO | VENDOR<br>NAME | VOUCHER<br>NO | P.O.<br>NO | DATE       | ACCOUNT            | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN) | CHECK<br>TOTAL |
|------------------------|--------------|----------------|---------------|------------|------------|--------------------|---|----------------|
| 17369                  | 2519         | 4IMPRINT INC.  | 003865        |            | 02/14/2023 | 502-4710-471.54-21 | 790.51<br>790.51 *                        | 790.51         |
| BANK/CHECK TOTAL       |              |                |               |            |            |                    | 2,196,185.55                              | 2,196,185.55   |
| ALL BANKS/CHECKS TOTAL |              |                |               |            |            |                    | 2,196,185.55                              | 2,196,185.55   |



**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR FEBRUARY 14, 2023**

| FUND 101          | GENERAL FUND                |           | FUND AMT.    | 14-Feb           | 22-23 BUDGET     |
|-------------------|-----------------------------|-----------|--------------|------------------|------------------|
| 101.1015.412      | CITY ATTORNEY               | \$ -      |              | \$ 35,229.40     | \$ 80,000.00     |
| 101.1020.413      | CITY MANAGER                | \$ -      |              | \$ 122,439.96    | \$ 219,507.00    |
| 101.1025.415      | FINANCE DEPT.               | \$ 152.13 |              | \$ 347,690.15    | \$ 698,085.00    |
| 101.1030.414      | CITY CLERK/COUNCIL/MAYOR    | \$ -      |              | \$ 163,370.99    | \$ 291,344.00    |
| 101.1035.416      | PLANNING /ZONING            | \$ 118.78 |              | \$ 168,838.11    | \$ 373,159.00    |
| 101.1040.417      | ENGINEERING                 | \$ -      |              | \$ 179,429.74    | \$ 361,425.00    |
| 101.1060.410      | COMMUNITY PROMOTIONS        | \$ -      |              | \$ 16,180.93     | \$ 51,552.00     |
| 101.1070.410      | SENIOR CENTER               | \$ -      |              | \$ 29,247.08     | \$ 59,457.00     |
| 101.2010.421      | SHERIFF                     | \$ -      |              | \$ 198,984.97    | \$ 3,483,367.00  |
| 101.2020.423      | ANIMAL SHELTER/CONTROL      | \$ -      |              | \$ 125,392.95    | \$ 233,027.00    |
| 101.2025.424      | BULDING & SAFETY            | \$ -      |              | \$ 210,173.64    | \$ 608,738.00    |
| 101.2030.423      | CODE ENFORCEMENT            | \$ -      |              | \$ 388,750.02    | \$ 696,985.00    |
| 101.3010.431      | PUBLIC WORKS                | \$ -      |              | \$ 474,086.83    | \$ 849,743.00    |
| 101.4730.472      | SANITATION                  | \$ -      |              | \$ 97,208.53     | \$ 166,600.00    |
| 101.5770.452.     | AQUATICS                    | \$ -      |              | \$ 100,377.00    | \$ 194,192.00    |
| 101.5772.452      | PARKS                       | \$ -      |              | \$ 351,529.14    | \$ 658,491.00    |
| 101.5773.452      | JACK SMITH PARK MARINA      | \$ 92.38  |              | \$ 61,320.02     | \$ 107,923.00    |
| 101.5774.452      | RECREATION                  | \$ -      |              | \$ 203,102.09    | \$ 371,884.00    |
| GENERAL FUND      | TOTAL ALL GF DEPARTMENTS    |           | \$ 363.29    |                  | \$ 9,505,479.00  |
| FUND 102          | GEN. FUND CAPITAL PROJECT   |           | \$ -         | \$ 1,498,876.87  | \$ 4,992,512.00  |
| FUND 205          | CDBG                        |           | \$ -         | \$ 4,606.00      | \$ 42,692.00     |
| FUND 206          | CEMETERY                    |           | \$ -         | \$ 99,906.17     | \$ 202,270.00    |
| FUND 208          | CALTRANS GRANTS             |           | \$ -         | \$ 277,013.93    | \$ 311,377.00    |
| FUND 210          | SPECIAL GAS TAX             |           | \$ -         | \$ 89,733.00     | \$ 272,365.00    |
| FUND 213          | DEPT OF HOUSE. & COMM DEVL  |           | \$ -         | \$ 25,817.51     | \$ 30,000.00     |
| FUND 214          | SANBAG NEW LOCAL MEAS I     |           | \$ -         | \$ -             | \$ 450,000.00    |
| FUND 225          | COPS-AB 3229 SUPPLEMENTAL   |           | \$ -         | \$ 91,361.68     | \$ 251,497.00    |
| FUND 233          | JACK SMITH PARK MARINA      |           | \$ -         | \$ 5,807.60      | \$ 13,733.00     |
| FUND 238          | STATE RECREATION GRANTS     |           | \$ 28,049.77 | \$ 500,177.44    | \$ 3,899,640.00  |
| FUND 239          | CA.CONSERV RECYLING GRANT   |           | \$ -         | \$ 1,400.87      | \$ 25,526.00     |
| FUND 270          | REDEVELOPMENT AGENCY        |           | \$ -         | \$ 42,297.56     | \$ 287,664.00    |
| FUND 470          | RDA CAP PROJ.LOW & MOD.     |           | \$ -         | \$ 118,897.96    | \$ 300,000.00    |
| FUND 501          | NPUA                        |           | \$ -         | \$ 1,246,942.19  | \$ 2,601,074.00  |
| FUND 502          | WATER DEPARTMENT            |           | \$ -         | \$ 1,079,615.26  | \$ 1,938,399.00  |
| FUND 503          | WASTEWATER DEPARTMENT       |           | \$ -         | \$ 734,883.59    | \$ 1,241,325.00  |
| FUND 505          | SANITATION                  |           | \$ -         | \$ 751,995.88    | \$ 1,458,897.00  |
| FUND 506          | ALL AMERICAN CANAL PROJ.    |           | \$ -         | \$ 909,152.90    | \$ 1,041,800.00  |
| FUND 507          | GOLF FUND                   | \$ -      |              |                  |                  |
| FUND 507-5761-453 | GOLF MAINTENANCE DEPARTMENT | \$ -      |              | \$ 348,976.58    | \$ 641,632.00    |
| FUND 507-5762-454 | GOLF PRO SHOP DEPARTMENT    | \$ 163.18 |              | \$ 208,675.59    | \$ 370,454.00    |
| FUND 507          | GOLF FUND TOTAL             |           | \$ 163.18    |                  |                  |
| FUND 508          | CUST.SVC/UT BUSINESS OFFICE |           | \$ -         | \$ 228,873.83    | \$ 455,807.00    |
| FUND 509          | MIS                         |           | \$ -         | \$ 139,642.59    | \$ 257,370.00    |
| FUND 510          | ADMIN. FACILITY             |           | \$ -         | \$ 94,914.43     | \$ 414,950.00    |
| FUND 511          | FLEET MANAGEMENT            |           | \$ -         | \$ 146,246.10    | \$ 281,078.00    |
| FUND 512          | VEHICLE REPLACEMENT         |           | \$ -         | \$ 15,352.27     | \$ 15,352.27     |
| FUND 520          | SR DIAL A RIDE              |           | \$ -         | \$ 154,068.37    | \$ 250,098.00    |
| FUND 521          | DIAL-A-RIDE MEDICAL TRANS.  |           | \$ -         | \$ 10,117.59     | \$ 22,274.00     |
| FUND 525          | NEEDLES AREA TRANSIT (NAT)  |           | \$ -         | \$ 231,594.37    | \$ 614,438.00    |
| FUND 580          | ELECTRIC                    |           | \$ 125.12    | \$ 7,910,191.95  | \$ 12,406,721.00 |
| FUND 581          | NPUA CAPITAL ELECTRIC       |           | \$ -         |                  | \$ 1,024,359.00  |
| FUND 582          | NPUA CAPITAL WATER          |           | \$ -         | \$ 506,396.35    | \$ 3,799,561.00  |
| TOTAL             | ALL FUNDS & DEPARTMENTS     |           | \$ 28,701.36 | \$ 20,746,887.98 | \$ 49,420,344.27 |

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

Rick Daniels, City Manager

Kippy Foulson, City Treasurer

Date

Date

Sylvia Miledi, Director of Finance

Date

PAGE 1  
DISBURSEMENT PERIOD 08/2023

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

| CHECK<br>NUMBER  | VENDOR<br>NUMBER | SEQ# | VENDOR<br>NAME           | CHECK<br>DATE | CHECK<br>AMOUNT | DISCOUNTS/RETAINAGE<br>TAKEN |
|------------------|------------------|------|--------------------------|---------------|-----------------|------------------------------|
| 17370            | 218              | 00   | NEWS WEST PUBLISHING CO. | 02/14/2023    | 597.73          | .00                          |
| 17371            | 1786             | 00   | NPUA                     | 02/14/2023    | 53.86           | .00                          |
| 17372            | 3950             | 00   | TKE ENGINEERING INC      | 02/14/2023    | 28,049.77       | .00                          |
| NUMBER OF CHECKS |                  |      | 3                        | GRAND TOTAL   | 28,701.36       |                              |

PREPARED 02/03/2023, 11:06:14

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1  
ACCOUNTING PERIOD 2023/08  
REPORT NUMBER 98

PROGRAM: GM346L  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

| CHECK<br>NO            | VENDOR<br>NO | VENDOR<br>NAME           | VOUCHER<br>NO                                  | P.O.<br>NO | DATE   | ACCOUNT  | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN)                | CHECK<br>TOTAL         |
|------------------------|--------------|--------------------------|--|------------|--|--|--|------------------------|
| 17370                  | 218          | NEWS WEST PUBLISHING CO. | 004139<br>004140<br>004141<br>004142<br>004143 |            | 02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023<br>02/14/2023 | 507-5762-454.53-00<br>101-1035-416.31-09<br>101-5774-452.53-00<br>580-4750-473.53-00<br>101-1025-415.53-00 | 163.18<br>118.78<br>92.38<br>71.26<br>152.13<br>597.73 * |                        |
| 17371                  | 1786         | NPUA                     | 004134   |            | 02/14/2023   | 580-4750-473.41-11   | 53.86<br>53.86 *   | 597.73<br>53.86        |
| 17372                  | 3950         | TKE ENGINEERING INC      | PI0202   | 023010     | 02/14/2023   | 238-5772-452.31-16   | 28,049.77<br>28,049.77 *                                 | 28,049.77<br>28,049.77 |
| BANK/CHECK TOTAL       |              |                          |  |            |  |  | 28,701.36  | 28,701.36              |
| ALL BANKS/CHECKS TOTAL |              |                          |  |            |  |  | 28,701.36  | 28,701.36              |



**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR JANUARY 27, 2023**

|                   |                             | FUND AMT.    | 27-Jan           | 22-23 BUDGET     |
|-------------------|-----------------------------|--------------|------------------|------------------|
| FUND 101          | GENERAL FUND                | \$ -         |                  |                  |
| 101.1015.412      | CITY ATTORNEY               | \$ -         | \$ 35,229.40     | \$ 80,000.00     |
| 101.1020.413      | CITY MANAGER                | \$ -         | \$ 113,459.16    | \$ 219,507.00    |
| 101.1025.415      | FINANCE DEPT.               | \$ -         | \$ 322,473.45    | \$ 698,085.00    |
| 101.1030.414      | CITY CLERK/COUNCIL/MAYOR    | \$ -         | \$ 152,129.74    | \$ 291,344.00    |
| 101.1035.416      | PLANNING /ZONING            | \$ -         | \$ 157,660.66    | \$ 373,159.00    |
| 101.1040.417      | ENGINEERING                 | \$ -         | \$ 161,567.51    | \$ 361,425.00    |
| 101.1060.410      | COMMUNITY PROMOTIONS        | \$ -         | \$ 16,180.93     | \$ 51,552.00     |
| 101.1070.410      | SENIOR CENTER               | \$ -         | \$ 27,633.83     | \$ 59,457.00     |
| 101.2010.421      | SHERIFF                     | \$ -         | \$ 1,989,894.97  | \$ 3,483,367.00  |
| 101.2020.423      | ANIMAL SHELTER/CONTROL      | \$ -         | \$ 117,243.70    | \$ 233,027.00    |
| 101.2025.424      | BULDING & SAFETY            | \$ -         | \$ 192,976.16    | \$ 608,738.00    |
| 101.2030.423      | CODE ENFORCEMENT            | \$ -         | \$ 367,716.51    | \$ 696,985.00    |
| 101.3010.431      | PUBLIC WORKS                | \$ -         | \$ 451,980.26    | \$ 849,743.00    |
| 101.4730.472      | SANITATION                  | \$ -         | \$ 95,180.60     | \$ 166,600.00    |
| 101.5770.452.     | AQUATICS                    | \$ -         | \$ 98,140.60     | \$ 194,192.00    |
| 101.5772.452      | PARKS                       | \$ -         | \$ 329,252.96    | \$ 658,491.00    |
| 101.5773.452      | JACK SMITH PARK MARINA      | \$ -         | \$ 58,586.23     | \$ 107,923.00    |
| 101.5774.452      | RECREATION                  | \$ -         | \$ 152,646.19    | \$ 371,884.00    |
| GENERAL FUND      | TOTAL ALL GF DEPARTMENTS    | \$ -         |                  | \$ 9,505,479.00  |
| FUND 102          | GEN. FUND CAPITAL PROJECT   | \$ -         | \$ 1,498,876.87  | \$ 4,992,512.00  |
| FUND 205          | CDBG                        | \$ -         | \$ 4,606.00      | \$ 42,692.00     |
| FUND 206          | CEMETERY                    | \$ -         | \$ 91,615.99     | \$ 202,270.00    |
| FUND 208          | CALTRANS GRANTS             | \$ -         | \$ 277,013.93    | \$ 311,377.00    |
| FUND 210          | SPECIAL GAS TAX             | \$ -         | \$ 89,733.00     | \$ 272,365.00    |
| FUND 213          | DEPT OF HOUSE. & COMM DEVL  | \$ -         | \$ 20,277.51     | \$ 30,000.00     |
| FUND 214          | SANBAG NEW LOCAL MEAS I     | \$ -         | \$ -             | \$ 450,000.00    |
| FUND 225          | COPS-AB 3229 SUPPLEMENTAL   | \$ -         | \$ 91,361.68     | \$ 251,497.00    |
| FUND 233          | JACK SMITH PARK MARINA      | \$ -         | \$ 5,807.60      | \$ 13,733.00     |
| FUND 238          | STATE RECREATION GRANTS     | \$ -         | \$ 472,127.67    | \$ 3,899,640.00  |
| FUND 239          | CA.CONSERV RECYLING GRANT   | \$ -         | \$ 1,400.87      | \$ 25,526.00     |
| FUND 270          | REDEVELOPMENT AGENCY        | \$ -         | \$ 37,671.95     | \$ 287,664.00    |
| FUND 470          | RDA CAP PROJ.LOW & MOD.     | \$ 50,749.38 | \$ 97,022.96     | \$ 300,000.00    |
| FUND 501          | NPUA                        | \$ -         | \$ 1,246,942.19  | \$ 2,601,074.00  |
| FUND 502          | WATER DEPARTMENT            | \$ -         | \$ 1,026,710.62  | \$ 1,938,399.00  |
| FUND 503          | WASTEWATER DEPARTMENT       | \$ -         | \$ 718,082.38    | \$ 1,241,325.00  |
| FUND 505          | SANITATION                  | \$ -         | \$ 751,995.88    | \$ 1,458,897.00  |
| FUND 506          | ALL AMERICAN CANAL PROJ.    | \$ -         | \$ 903,951.85    | \$ 1,041,800.00  |
| FUND 507          | GOLF FUND                   | \$ -         |                  |                  |
| FUND 507-5761-453 | GOLF MAINTENANCE DEPARTMENT | \$ -         | \$ 334,990.81    | \$ 641,632.00    |
| FUND 507-5762-454 | GOLF PRO SHOP DEPARTMENT    | \$ -         | \$ 202,647.53    | \$ 370,454.00    |
| FUND 507          | GOLF FUND TOTAL             | \$ -         |                  |                  |
| FUND 508          | CUST.SVC/UT BUSINESS OFFICE | \$ -         | \$ 209,174.69    | \$ 455,807.00    |
| FUND 509          | MIS                         | \$ -         | \$ 127,700.62    | \$ 257,370.00    |
| FUND 510          | ADMIN. FACILITY             | \$ -         | \$ 87,370.27     | \$ 414,950.00    |
| FUND 511          | FLEET MANAGEMENT            | \$ -         | \$ 135,977.32    | \$ 281,078.00    |
| FUND 512          | VEHICLE REPLACEMENT         | \$ -         | \$ 15,352.27     | \$ 15,352.27     |
| FUND 520          | SR DIAL A RIDE              | \$ -         | \$ 154,068.37    | \$ 250,098.00    |
| FUND 521          | DIAL-A-RIDE MEDICAL TRANS.  | \$ -         | \$ 10,117.59     | \$ 22,274.00     |
| FUND 525          | NEEDLES AREA TRANSIT (NAT)  | \$ -         | \$ 231,594.37    | \$ 614,438.00    |
| FUND 580          | ELECTRIC                    | \$ -         | \$ 7,771,563.61  | \$ 12,406,721.00 |
| FUND 581          | NPUA CAPITAL ELECTRIC       | \$ -         | \$ 753,684.03    | \$ 1,024,359.00  |
| FUND 582          | NPUA CAPITAL WATER          | \$ -         | \$ 500,416.15    | \$ 3,799,561.00  |
| TOTAL             | ALL FUNDS & DEPARTMENTS     | \$ 50,749.38 | \$ 22,709,809.44 | \$ 49,420,344.27 |

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

Rick Daniels, City Manager

Date

Kippy Paulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PAGE 1  
DISBURSEMENT PERIOD 07/2023

PAGE 1  
DISBURSEMENT PERIOD 07/2023

DISBURSEMENT PERIOD 07/2023

COPIES/RETAINAGE  
TAKEN

00.

1

50,749.38

PAGE 1  
ACCOUNTING PERIOD 2023/07  
REPORT NUMBER 96

ACCOUNT'S PAYABLE CHECK REGISTER BY BANK NUMBER

## HECKING

|       |      |      |
|-------|------|------|
|       | P.O. | DATE |
| <hr/> |      |      |

VOUCHER P.O. DATE

PI0178 023052 01/27/2023 470-4620-471.6

|        |        |            |                    |           |
|--------|--------|------------|--------------------|-----------|
| P10178 | 023052 | 01/27/2023 | 470-4620-471.69-27 | 500.00    |
| P10179 | 023052 | 01/27/2023 | 470-4620-471.69-27 | 10,490.63 |
| P10180 | 023054 | 01/27/2023 | 470-4620-471.69-27 | 6,875.00  |
| P10181 | 023076 | 01/27/2023 | 470-4620-471.69-27 | 3,025.00  |
| P10182 | 023076 | 01/27/2023 | 470-4620-471.69-27 | 13,815.00 |
| P10183 | 023065 | 01/27/2023 | 470-4620-471.69-27 | 16,043.75 |
|        |        |            |                    | 50,749.38 |
|        |        |            |                    | *         |

BANK/CHECK TOTAL

ALL BANKS/CHECKS TOTAL

50,749.38



**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR JANUARY 27, 2023**

|                   |                             |             | FUND AMT.    | 27-Jan           | 22-23 BUDGET     |
|-------------------|-----------------------------|-------------|--------------|------------------|------------------|
| FUND 101          | GENERAL FUND                | \$ 5,066.37 |              |                  |                  |
| 101.1015.412      | CITY ATTORNEY               | \$ -        |              | \$ 35,229.40     | \$ 80,000.00     |
| 101.1020.413      | CITY MANAGER                | \$ 158.20   |              | \$ 113,459.16    | \$ 219,507.00    |
| 101.1025.415      | FINANCE DEPT.               | \$ 747.53   |              | \$ 322,473.45    | \$ 698,085.00    |
| 101.1030.414      | CITY CLERK/COUNCIL/MAYOR    | \$ 2,845.33 |              | \$ 152,129.74    | \$ 291,344.00    |
| 101.1035.416      | PLANNING /ZONING            | \$ 224.95   |              | \$ 157,660.66    | \$ 373,159.00    |
| 101.1040.417      | ENGINEERING                 | \$ 432.83   |              | \$ 161,567.51    | \$ 361,425.00    |
| 101.1060.410      | COMMUNITY PROMOTIONS        | \$ -        |              | \$ 16,180.93     | \$ 51,552.00     |
| 101.1070.410      | SENIOR CENTER               | \$ -        |              | \$ 27,633.83     | \$ 59,457.00     |
| 101.2010.421      | SHERIFF                     | \$ -        |              | \$ 1,989,894.97  | \$ 3,483,367.00  |
| 101.2020.423      | ANIMAL SHELTER/CONTROL      | \$ 154.69   |              | \$ 117,243.70    | \$ 233,027.00    |
| 101.2025.424      | BULDING & SAFETY            | \$ 343.91   |              | \$ 192,976.16    | \$ 608,738.00    |
| 101.2030.423      | CODE ENFORCEMENT            | \$ 725.45   |              | \$ 367,716.51    | \$ 696,985.00    |
| 101.3010.431      | PUBLIC WORKS                | \$ 569.03   |              | \$ 451,980.26    | \$ 849,743.00    |
| 101.4730.472      | SANITATION                  | \$ 54.88    |              | \$ 95,180.60     | \$ 166,600.00    |
| 101.5770.452.     | AQUATICS                    | \$ -        |              | \$ 98,140.60     | \$ 194,192.00    |
| 101.5772.452      | PARKS                       | \$ 558.91   |              | \$ 329,252.96    | \$ 658,491.00    |
| 101.5773.452      | JACK SMITH PARK MARINA      | \$ 86.17    |              | \$ 58,586.23     | \$ 107,923.00    |
| 101.5774.452      | RECREATION                  | \$ 683.02   |              | \$ 152,646.19    | \$ 371,884.00    |
| GENERAL FUND      | TOTAL ALL GF DEPARTMENTS    |             | \$ 12,651.27 |                  | \$ 9,505,479.00  |
| FUND 102          | GEN. FUND CAPITAL PROJECT   |             | \$ -         | \$ 1,498,876.87  | \$ 4,992,512.00  |
| FUND 205          | CDBG                        |             | \$ -         | \$ 4,606.00      | \$ 42,692.00     |
| FUND 206          | CEMETERY                    |             | \$ 220.12    | \$ 91,615.99     | \$ 202,270.00    |
| FUND 208          | CALTRANS GRANTS             |             | \$ -         | \$ 277,013.93    | \$ 311,377.00    |
| FUND 210          | SPECIAL GAS TAX             |             | \$ -         | \$ 89,733.00     | \$ 272,365.00    |
| FUND 213          | DEPT OF HOUSE. & COMM DEVL  |             | \$ -         | \$ 20,277.51     | \$ 30,000.00     |
| FUND 214          | SANBAG NEW LOCAL MEAS I     |             | \$ -         | \$ -             | \$ 450,000.00    |
| FUND 225          | COPS-AB 3229 SUPPLEMENTAL   |             | \$ -         | \$ 91,361.68     | \$ 251,497.00    |
| FUND 233          | JACK SMITH PARK MARINA      |             | \$ -         | \$ 5,807.60      | \$ 13,733.00     |
| FUND 238          | STATE RECREATION GRANTS     |             | \$ -         | \$ 472,127.67    | \$ 3,899,640.00  |
| FUND 239          | CA.CONSERV RECYCLING GRANT  |             | \$ -         | \$ 1,400.87      | \$ 25,526.00     |
| FUND 270          | REDEVELOPMENT AGENCY        |             | \$ 98.47     | \$ 37,671.95     | \$ 287,664.00    |
| FUND 470          | RDA CAP PROJ.LOW & MOD.     |             | \$ -         | \$ 97,022.96     | \$ 300,000.00    |
| FUND 501          | NPUA                        |             | \$ -         | \$ 1,246,942.19  | \$ 2,601,074.00  |
| FUND 502          | WATER DEPARTMENT            |             | \$ 1,741.24  | \$ 1,026,710.62  | \$ 1,938,399.00  |
| FUND 503          | WASTEWATER DEPARTMENT       |             | \$ 438.00    | \$ 718,082.38    | \$ 1,241,325.00  |
| FUND 505          | SANITATION                  |             | \$ 91.43     | \$ 751,995.88    | \$ 1,458,897.00  |
| FUND 506          | ALL AMERICAN CANAL PROJ.    |             | \$ -         | \$ 903,951.85    | \$ 1,041,800.00  |
| FUND 507          | GOLF FUND                   | \$ -        |              |                  |                  |
| FUND 507-5761-453 | GOLF MAINTENANCE DEPARTMENT | \$ -        |              | \$ 334,990.81    | \$ 641,632.00    |
| FUND 507-5762-454 | GOLF PRO SHOP DEPARTMENT    | \$ -        |              | \$ 202,647.53    | \$ 370,454.00    |
| FUND 507          | GOLF FUND TOTAL             |             | \$ -         |                  |                  |
| FUND 508          | CUST.SVC/UT BUSINESS OFFICE |             | \$ 594.29    | \$ 209,174.69    | \$ 455,807.00    |
| FUND 509          | MIS                         |             | \$ -         | \$ 127,700.62    | \$ 257,370.00    |
| FUND 510          | ADMIN. FACILITY             |             | \$ -         | \$ 87,370.27     | \$ 414,950.00    |
| FUND 511          | FLEET MANAGEMENT            |             | \$ 207.97    | \$ 135,977.32    | \$ 281,078.00    |
| FUND 512          | VEHICLE REPLACEMENT         |             | \$ -         | \$ 15,352.27     | \$ 15,352.27     |
| FUND 520          | SR DIAL A RIDE              |             | \$ -         | \$ 154,068.37    | \$ 250,098.00    |
| FUND 521          | DIAL-A-RIDE MEDICAL TRANS.  |             | \$ -         | \$ 10,117.59     | \$ 22,274.00     |
| FUND 525          | NEEDLES AREA TRANSIT (NAT)  |             | \$ -         | \$ 231,594.37    | \$ 614,438.00    |
| FUND 580          | ELECTRIC                    |             | \$ 4,697.71  | \$ 7,771,563.61  | \$ 12,406,721.00 |
| FUND 581          | NPUA CAPITAL ELECTRIC       |             | \$ -         | \$ 753,684.03    | \$ 1,024,359.00  |
| FUND 582          | NPUA CAPITAL WATER          |             | \$ -         | \$ 500,416.15    | \$ 3,799,561.00  |
| TOTAL             | ALL FUNDS & DEPARTMENTS     |             | \$ 20,740.50 | \$ 22,709,809.44 | \$ 49,420,344.27 |

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

Rick Daniels, City Manager

Date

Kippy Boulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

| CHECK<br>NUMBER | VENDOR<br>NUMBER | SEQ# | VENDOR<br>NAME                   | CHECK<br>DATE | CHECK<br>AMOUNT | DISCOUNTS/RETAINAGE<br>TAKEN |
|-----------------|------------------|------|----------------------------------|---------------|-----------------|------------------------------|
| 17225           | 3709             | 00   | ADRIAN CHAVEZ                    | 01/27/2023    | 50.00           | .00                          |
| 17226           | 3688             | 00   | ALBERT PONCE                     | 01/27/2023    | 50.00           | .00                          |
| 17227           | 3897             | 00   | BENEBLOC, LLC                    | 01/27/2023    | 299.22          | .00                          |
| 17228           | 4022             | 00   | BENEFIT COORDINATORS CORPORATION | 01/27/2023    | 3,291.20        | .00                          |
| 17229           | 3870             | 00   | BRYAN HICKSTEIN                  | 01/27/2023    | 50.00           | .00                          |
| 17230           | 2931             | 00   | DALE JONES                       | 01/27/2023    | 50.00           | .00                          |
| 17231           | 3943             | 00   | ELLEN CAMPBELL                   | 01/27/2023    | 639.88          | .00                          |
| 17232           | 322              | 00   | FRANK VALENZUELA JR.             | 01/27/2023    | 50.00           | .00                          |
| 17233           | 1305             | 00   | GREAT WEST LIFE                  | 01/27/2023    | 5,667.00        | .00                          |
| 17234           | 3634             | 00   | GREAT-WEST LIFE & ANNUITY        | 01/27/2023    | 986.20          | .00                          |
| 17235           | 4078             | 00   | HENRY LONGBRAKE                  | 01/27/2023    | 639.88          | .00                          |
| 17236           | 4076             | 00   | JAMIE MCCORKLE                   | 01/27/2023    | 639.88          | .00                          |
| 17237           | 3949             | 00   | JANET JERNIGAN                   | 01/27/2023    | 296.00          | .00                          |
| 17238           | 2879             | 00   | JENNIFER VALENZUELA              | 01/27/2023    | 450.40          | .00                          |
| 17239           | 638              | 00   | JESSE FRAGOSO                    | 01/27/2023    | 50.00           | .00                          |
| 17240           | 325              | 00   | JIM WILLIS                       | 01/27/2023    | 50.00           | .00                          |
| 17241           | 4077             | 00   | JOANNE POGUE                     | 01/27/2023    | 296.00          | .00                          |
| 17242           | 3978             | 00   | JOSE SANCHEZ                     | 01/27/2023    | 50.00           | .00                          |
| 17243           | 2222             | 00   | JUSTIN SCOTT                     | 01/27/2023    | 50.00           | .00                          |
| 17244           | 4070             | 00   | KATHY RAASCH                     | 01/27/2023    | 50.00           | .00                          |
| 17245           | 3512             | 00   | KIMBERLY KRASINSKI               | 01/27/2023    | 50.00           | .00                          |
| 17246           | 3889             | 00   | MICHAEL WILLIS                   | 01/27/2023    | 50.00           | .00                          |
| 17247           | 3458             | 00   | MUTUAL OF OMAHA                  | 01/27/2023    | 4,079.21        | .00                          |
| 17248           | 3767             | 00   | PATRICK MARTINEZ                 | 01/27/2023    | 50.00           | .00                          |
| 17249           | 3654             | 00   | RAINIE TORRANCE                  | 01/27/2023    | 50.00           | .00                          |
| 17250           | 3953             | 00   | RONNY SOMMERS                    | 01/27/2023    | 50.00           | .00                          |
| 17251           | 1199             | 00   | SBPEA TEAMSTERS LOCAL 1932       | 01/27/2023    | 527.91          | .00                          |
| 17252           | 1199             | 00   | SBPEA TEAMSTERS LOCAL 1932       | 01/27/2023    | 1,036.77        | .00                          |
| 17253           | 3851             | 00   | SY FOLEY                         | 01/27/2023    | 50.00           | .00                          |
| 17254           | 3432             | 00   | SYLVIA MILEDI                    | 01/27/2023    | 50.00           | .00                          |
| 17255           | 3622             | 00   | TAYLOR MILLER                    | 01/27/2023    | 50.00           | .00                          |
| 17256           | 2744             | 00   | THOMAS DELEON                    | 01/27/2023    | 50.00           | .00                          |
| 17257           | 2817             | 00   | TONY RUBALCABA                   | 01/27/2023    | 50.00           | .00                          |
| 17258           | 3695             | 00   | VINCE GARZA                      | 01/27/2023    | 50.00           | .00                          |
| 17259           | 1217             | 00   | VISION SERVICE PLAN              | 01/27/2023    | 840.95          | .00                          |
| GRAND TOTAL     |                  |      |                                  |               | 20,740.50       |                              |

35

NUMBER OF CHECKS

PREPARED 01/26/2023, 14:09:28

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2023/07  
REPORT NUMBER 95

PAGE 1

| CHECK<br>NO | VENDOR<br>NO | VENDOR<br>NAME            | VOUCHER<br>NO  | P.O.<br>NO | DATE   | ACCOUNT  | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN)   | CHECK<br>TOTAL |
|-------------|--------------|---------------------------|--|------------|--|--|---|----------------|
| 17225       | 3709         | ADRIAN CHAVEZ             | 002140   |            | 01/27/2023   | 101-2030-423.52-10   | 50.00 *   | 50.00          |
| 17226       | 3688         | ALBERT PONCE              | 002149   |            | 01/27/2023   | 502-4710-471.52-10   | 50.00 *   | 50.00          |
| 17227       | 3897         | BENEBLOC LLC              | 003973<br>003974<br>003975   |            | 01/27/2023<br>01/27/2023<br>01/27/2023   | 101-0000-209.03-01<br>502-0000-209.03-01<br>580-0000-209.03-01   | 213.78<br>71.44<br>14.00<br>299.22 *  | 299.22         |
| 17228       | 4022         | BENEFIT COORDINATORS CORP | 003977<br>003978<br>003979<br>003980<br>003981<br>003982<br>003983<br>003984<br>003985<br>003986<br>003987<br>003988<br>003989<br>003990<br>003992<br>003993<br>003994<br>003995<br>003996<br>003997 |            | 01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023 | 101-1020-413.24-10<br>101-1025-415.24-10<br>101-1030-414.24-10<br>101-1035-416.24-10<br>101-1040-417.24-10<br>101-2025-424.24-10<br>101-2030-423.24-10<br>101-3010-431.24-10<br>101-4730-472.24-10<br>101-5772-452.24-10<br>101-5773-452.24-10<br>101-5774-452.24-10<br>206-5771-452.24-10<br>270-4631-463.24-10<br>502-4710-471.24-10<br>503-4720-475.24-10<br>506-4713-477.24-10<br>508-4810-478.24-10<br>511-3020-432.24-10<br>580-4750-473.24-10 | 69.31<br>308.29<br>142.27<br>52.30<br>103.10<br>92.20<br>298.14<br>204.42<br>21.71<br>280.54<br>45.60<br>82.08<br>126.26<br>36.48<br>263.52<br>156.90<br>18.44<br>195.30<br>62.06<br>732.28<br>3,291.20 * | 3,291.20       |
| 17229       | 3870         | BRYAN HICKSTEIN           | 002146   |            | 01/27/2023   | 502-4710-471.52-10   | 50.00 *   | 50.00          |
| 17230       | 2931         | DALE JONES                | 002130   |            | 01/27/2023   | 101-1030-414.52-10   | 50.00 *   | 50.00          |
| 17231       | 3943         | ELLEN CAMPBELL            | 004040   |            | 01/27/2023   | 101-1030-414.55-00   | 639.88 *  | 639.88         |
| 17232       | 322          | FRANK VALENZUELA JR.      | 002128   |            | 01/27/2023   | 502-4710-471.52-10   | 50.00 *   | 50.00          |
| 17233       | 1305         | GREAT WEST LIFE & ANNUITY | 003959<br>003960<br>003961   |            | 01/27/2023<br>01/27/2023<br>01/27/2023   | 101-0000-209.03-01<br>502-0000-209.03-01<br>580-0000-209.03-01   | 3,353.00<br>310.00<br>2,004.00<br>5,667.00 *  | 5,667.00       |



| CHECK NO | VENDOR NO | VENDOR NAME               | VOUCHER NO   | P.O. NO | DATE   | ACCOUNT  | REMITTANCE AMOUNT (NET OF DISC/RETAIN)  | CHECK TOTAL |
|----------|-----------|---------------------------|--|---------|--|--|---|-------------|
| 17247    | 3458      | MUTUAL OF OMAHA           | 004018<br>004020<br>004021<br>004022<br>004023<br>004024<br>004025<br>004026<br>004027<br>004028<br>004029<br>004030<br>004031<br>004032<br>004033<br>004034<br>004035<br>004036<br>004037<br>004038<br>004039 |         | 01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023 | 101-1020-413.24-10<br>101-1025-415.24-10<br>101-1030-414.24-10<br>101-1035-416.24-10<br>101-1040-417.24-10<br>101-2020-423.24-10<br>101-2025-424.24-10<br>101-2030-423.24-10<br>101-3010-431.24-10<br>101-4730-472.24-10<br>101-5772-452.24-10<br>101-5773-452.24-10<br>101-5774-452.24-10<br>206-5771-452.24-10<br>270-4631-463.24-10<br>502-4710-471.24-10<br>503-4720-475.24-10<br>506-4713-477.24-10<br>508-4810-478.24-10<br>511-3020-432.24-10<br>580-4750-473.24-10 | 71.00<br>322.20<br>104.25<br>143.81<br>230.19<br>104.69<br>210.35<br>284.75<br>264.56<br>28.92<br>212.24<br>31.42<br>125.05<br>71.11<br>55.67<br>534.17<br>140.75<br>67.84<br>236.31<br>96.33<br>743.60<br>4,079.21 | 4,079.21    |
| 17248    | 3767      | PATRICK MARTINEZ          | 002133<br>002134<br>002135<br>002136   |         | 01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023   | 101-2030-423.52-10<br>101-2025-424.52-10<br>101-1035-416.52-10<br>101-1040-417.52-10   | 12.50<br>12.50<br>12.50<br>50.00  | 50.00       |
| 17249    | 3654      | RAINIE TORRANCE           | 002137<br>002138<br>002139   |         | 01/27/2023<br>01/27/2023<br>01/27/2023   | 502-4710-471.52-10<br>503-4720-475.52-10<br>580-4750-473.52-10   | 16.67<br>16.66<br>16.67<br>50.00  | 50.00       |
| 17250    | 3953      | RONNY SOMMERS             | 002127   |         | 01/27/2023   | 580-4750-473.52-10   | 50.00<br>50.00  | 50.00       |
| 17251    | 1199      | SBPEA TEAMSTERS LOCAL 193 | 003962<br>003963<br>004047   |         | 01/27/2023<br>01/27/2023<br>01/27/2023   | 101-0000-209.03-01<br>502-0000-209.03-01<br>580-0000-209.03-01   | 416.53<br>50.44<br>60.94<br>527.91  | 527.91      |
| 17252    | 1199      | SBPEA TEAMSTERS LOCAL 193 | 004048<br>004049<br>004050<br>004051<br>004052<br>004053   |         | 01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023<br>01/27/2023   | 101-0000-209.03-01<br>502-0000-209.03-01<br>503-0000-209.03-01<br>508-0000-209.03-01<br>511-0000-209.03-01<br>580-0000-209.03-01   | 562.00<br>132.70<br>29.21<br>64.21<br>33.95<br>214.70<br>1,036.77   | 1,036.77    |





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

| FUND 101          | GENERAL FUND                |               | FUND AMT.     | 25-Jan           | 22-23 BUDGET     |
|-------------------|-----------------------------|---------------|---------------|------------------|------------------|
| 101.1015.412      | CITY ATTORNEY               | \$ -          |               | \$ 35,229.40     | \$ 80,000.00     |
| 101.1020.413      | CITY MANAGER                | \$ 20.00      |               | \$ 113,300.96    | \$ 219,507.00    |
| 101.1025.415      | FINANCE DEPT.               | \$ -          |               | \$ 321,725.92    | \$ 698,085.00    |
| 101.1030.414      | CITY CLERK/COUNCIL/MAYOR    | \$ 2,861.69   |               | \$ 149,284.41    | \$ 291,344.00    |
| 101.1035.416      | PLANNING /ZONING            | \$ 513.72     |               | \$ 157,435.71    | \$ 373,159.00    |
| 101.1040.417      | ENGINEERING                 | \$ 513.71     |               | \$ 161,134.68    | \$ 361,425.00    |
| 101.1060.410      | COMMUNITY PROMOTIONS        | \$ -          |               | \$ 16,180.93     | \$ 51,552.00     |
| 101.1070.410      | SENIOR CENTER               | \$ -          |               | \$ 26,006.97     | \$ 59,457.00     |
| 101.2010.421      | SHERIFF                     | \$ -          |               | \$ 1,716,863.55  | \$ 3,483,367.00  |
| 101.2020.423      | ANIMAL SHELTER/CONTROL      | \$ 396.34     |               | \$ 117,089.01    | \$ 233,027.00    |
| 101.2025.424      | BUILDING & SAFETY           | \$ 513.71     |               | \$ 192,632.25    | \$ 608,738.00    |
| 101.2030.423      | CODE ENFORCEMENT            | \$ 513.71     |               | \$ 366,991.06    | \$ 696,985.00    |
| 101.3010.431      | PUBLIC WORKS                | \$ -          |               | \$ 449,411.62    | \$ 849,743.00    |
| 101.4730.472      | SANITATION                  | \$ -          |               | \$ 95,060.57     | \$ 166,600.00    |
| 101.5770.452      | AQUATICS                    | \$ -          |               | \$ 95,242.58     | \$ 194,192.00    |
| 101.5772.452      | PARKS                       | \$ -          |               | \$ 323,018.75    | \$ 658,491.00    |
| 101.5773.452      | JACK SMITH PARK MARINA      | \$ -          |               | \$ 58,272.36     | \$ 107,923.00    |
| 101.5774.452      | RECREATION                  | \$ 1,247.37   |               | \$ 151,963.17    | \$ 371,884.00    |
| GENERAL FUND      | TOTAL ALL GF DEPARTMENTS    |               | \$ 6,580.25   |                  | \$ 9,505,479.00  |
| FUND 102          | GEN. FUND CAPITAL PROJECT   |               | \$ -          | \$ 517,925.00    | \$ 4,992,512.00  |
| FUND 205          | CDBG                        |               | \$ -          | \$ 4,606.00      | \$ 42,692.00     |
| FUND 206          | CEMETERY                    |               | \$ -          | \$ 91,158.92     | \$ 202,270.00    |
| FUND 208          | CALTRANS GRANTS             |               | \$ -          | \$ 277,013.93    | \$ 311,377.00    |
| FUND 210          | SPECIAL GAS TAX             |               | \$ -          | \$ 89,733.00     | \$ 272,365.00    |
| FUND 213          | DEPT OF HOUSE. & COMM DEVL  |               | \$ -          | \$ 20,277.51     | \$ 30,000.00     |
| FUND 214          | SANBAG NEW LOCAL MEAS I     |               | \$ -          | \$ -             | \$ 450,000.00    |
| FUND 225          | COPS-AB 3229 SUPPLEMENTAL   |               | \$ -          | \$ 83,613.10     | \$ 251,497.00    |
| FUND 233          | JACK SMITH PARK MARINA      |               | \$ -          | \$ 5,280.10      | \$ 13,733.00     |
| FUND 238          | STATE RECREATION GRANTS     |               | \$ -          | \$ 469,410.67    | \$ 3,899,640.00  |
| FUND 239          | CA.CONSERV RECYCLING GRANT  |               | \$ -          | \$ 1,400.87      | \$ 25,526.00     |
| FUND 270          | REDEVELOPMENT AGENCY        |               | \$ -          | \$ 37,361.18     | \$ 287,664.00    |
| FUND 470          | RDA CAP PROJ.LOW & MOD.     |               | \$ -          | \$ 46,273.58     | \$ 300,000.00    |
| FUND 501          | NPUA                        |               | \$ -          | \$ 1,246,942.19  | \$ 2,601,074.00  |
| FUND 502          | WATER DEPARTMENT            |               | \$ 736.98     | \$ 1,025,582.46  | \$ 1,938,399.00  |
| FUND 503          | WASTEWATER DEPARTMENT       |               | \$ 1,467.31   | \$ 717,673.59    | \$ 1,241,325.00  |
| FUND 505          | SANITATION                  |               | \$ -          | \$ 650,942.96    | \$ 1,458,897.00  |
| FUND 506          | ALL AMERICAN CANAL PROJ.    |               | \$ 14.99      | \$ 903,860.42    | \$ 1,041,800.00  |
| FUND 507          | GOLF FUND                   | \$ -          |               |                  |                  |
| FUND 507-5761-453 | GOLF MAINTENANCE DEPARTMENT | \$ -          |               | \$ 334,394.33    | \$ 641,632.00    |
| FUND 507-5762-454 | GOLF PRO SHOP DEPARTMENT    | \$ (8,115.25) |               | \$ 202,155.82    | \$ 370,454.00    |
| FUND 507          | GOLF FUND TOTAL             |               | \$ (8,115.25) |                  |                  |
| FUND 508          | CUST.SVC/UT BUSINESS OFFICE |               | \$ -          | \$ 207,729.88    | \$ 455,807.00    |
| FUND 509          | MIS                         |               | \$ -          | \$ 118,528.31    | \$ 257,370.00    |
| FUND 510          | ADMIN. FACILITY             |               | \$ -          | \$ 79,506.95     | \$ 414,950.00    |
| FUND 511          | FLEET MANAGEMENT            |               | \$ 545.14     | \$ 135,803.30    | \$ 281,078.00    |
| FUND 512          | VEHICLE REPLACEMENT         |               | \$ -          | \$ 15,352.27     | \$ 15,352.27     |
| FUND 520          | SR DIAL A RIDE              |               | \$ -          | \$ 150,826.97    | \$ 250,098.00    |
| FUND 521          | DIAL-A-RIDE MEDICAL TRANS.  |               | \$ -          | \$ 10,117.59     | \$ 22,274.00     |
| FUND 525          | NEEDLES AREA TRANSIT (NAT)  |               | \$ -          | \$ 231,594.37    | \$ 614,438.00    |
| FUND 580          | ELECTRIC                    |               | \$ 504.87     | \$ 7,769,576.18  | \$ 12,406,721.00 |
| FUND 581          | NPUA CAPITAL ELECTRIC       |               | \$ -          | \$ 753,684.03    | \$ 1,024,359.00  |
| FUND 582          | NPUA CAPITAL WATER          |               | \$ -          | \$ 372,211.84    | \$ 3,799,561.00  |
| TOTAL             | ALL FUNDS & DEPARTMENTS     |               | \$ 1,734.29   | \$ 21,117,381.22 | \$ 49,420,344.27 |

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

Rick Daniels, City Manager

Kippy Poulson, City Treasurer

Date

Date

Sylvia Miledi, Director of Finance

Date

PROGRAM: GM346L  
CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

| CHECK<br>NO            | VENDOR<br>NO | VENDOR<br>NAME            | VOUCHER<br>NO  | P.O.<br>NO | DATE   | ACCOUNT  | REMITTANCE AMOUNT<br>(NET OF DISC/RETAIN)  | CHECK<br>TOTAL |
|------------------------|--------------|---------------------------|--|------------|--|--|--|----------------|
| 17180*                 | 3875         | STANTEC CONSULTING SERVIC | PI0155   |            | 01/24/2023   | 580-4750-473.31-10   | 297.92-<br>297.92- *   | VOIDED         |
| 17213*                 | 2861         | REINKE A/C CORP.          | PI0164<br>003738<br>003739   |            | 01/24/2023<br>01/24/2023<br>01/24/2023   | 507-5762-454.43-08<br>507-5762-454.43-08<br>507-5762-454.43-08   | 8,115.25-<br>8,115.25-<br>8,115.25- *  | VOIDED         |
| 17224                  | 3651         | WELLS FARGO               | 003874<br>003875<br>003876<br>003877<br>003878<br>003879<br>003880<br>003881<br>003882<br>003883<br>003884<br>003885<br>003886<br>003887<br>003887<br>003887<br>003888<br>003888<br>003888<br>003888<br>003888<br>003888<br>003888<br>003890<br>003890<br>003890<br>003892<br>003892<br>003892<br>003892<br>003892<br>003895 |            | 01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023<br>01/25/2023 | 580-4750-473.60-55<br>580-4750-473.69-22<br>580-4750-473.61-21<br>580-4750-473.69-21<br>502-4710-471.31-90<br>502-4710-471.31-40<br>101-2020-423.61-36<br>101-2020-423.31-40<br>101-2020-423.61-21<br>101-2020-423.61-01<br>511-3021-432.43-38<br>101-5774-452.43-18<br>101-1025-415.56-00<br>506-4713-477.61-01<br>503-4720-475.43-02<br>503-4720-475.55-00<br>580-4750-473.61-21<br>502-4710-471.61-21<br>503-4720-475.31-40<br>503-4720-475.69-22<br>580-4750-473.69-21<br>101-5774-452.60-24<br>101-5774-452.65-10<br>101-5774-452.61-06<br>101-5774-452.61-01<br>101-1040-417.31-40<br>101-1035-416.31-40<br>101-2025-424.31-40<br>101-1030-414.61-04<br>502-4710-471.52-10<br>503-4720-475.52-10<br>580-4750-473.52-10<br>101-1030-414.55-00<br>101-2030-423.31-40 | 18.80<br>126.24<br>420.59<br>120.24-<br>14.99<br>300.00<br>152.99<br>156.00<br>45.85<br>41.50<br>545.14<br>149.00<br>20.00<br>14.99<br>1,176.63<br>54.07<br>415.98<br>415.98<br>174.51<br>56.09<br>64.59-<br>211.38<br>660.15<br>157.19<br>69.65<br>513.71<br>513.72<br>513.71<br>86.97<br>6.01<br>6.01<br>6.01<br>2,774.72<br>513.71<br>10,147.46 | VOIDED         |
| BANK/CHECK TOTAL       |              |                           |  |            |  |  | 1,734.29   | 10,147.46      |
| ALL BANKS/CHECKS TOTAL |              |                           |  |            |  |  | 1,734.29   | 10,147.46      |

| CHECK<br>NUMBER  | VENDOR<br>NUMBER | SEQ# | VENDOR<br>NAME | CHECK<br>DATE | CHECK<br>AMOUNT | DISCOUNTS/RETAINAGE<br>TAKEN |
|------------------|------------------|------|----------------|---------------|-----------------|------------------------------|
| 17224            | 3651             | 00   | WELLS FARGO    | 01/25/2023    | 10,147.46       | .00                          |
| NUMBER OF CHECKS |                  |      |                | 1             | GRAND TOTAL     | 10,147.46                    |





## Request for Board Action City of Needles, California

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

**Meeting Date:** February 14, 2023

**Title:** Award Bid Alternate No. 2 for the Roof Improvements Project to John Simmons Roofing

**Background:** The existing City Hall Building located at 817 third Street was built in the 1970's and acquired by the City in the 1990's. No major roof improvements have been made to the building since this time, only minor repairs as needed. The roof has deteriorated over time and is experiencing leaks in vulnerable areas such as seams in the roofing material, around HVAC penetrations, etc.

Staff researched 3 options for roof repairs including the installation of a Single Ply Polyvinyl Chloride (PVC) Membrane, a Single Ply Thermoplastic Polyolefin (TPO) Membrane, and a Silicone Fluid Applied System. Experienced roofing contractors and material suppliers were consulted and after further evaluation of the information provided, it was determined that the best application for the current condition of the roof would be the Silicone Fluid Applied System.

On 12/21/2022, the Roof Improvements Project was advertised for bids with a bid opening date of 01/18/2023. The City received four (4) bids with the three lowest bids for Bid Alternate No. 2 as follows:

|                     |              |
|---------------------|--------------|
| Simmons Roofing     | \$144,350.00 |
| Letner Roof Company | \$175,200.00 |
| Brazos Urethane     | \$197,900.00 |

**Fiscal Impact:** Funds Budgeted under FY 2023 Admin Facility Property Capital Buildings Fund is \$122,048 with the remainder of \$36,737 from General Fund Reserves. Total Project amount is \$158,785 for Bid Alternate No. 2 and 10% contingency.

*[Signature]* Sylvia Miledi

**Recommendation:** Award bid from John Simmons Roofing for Bid Alternate No. 2 for a total bid amount of \$144,350 and a total project cost of **\$158,785** which includes a 10% contingency and authorize staff to issue a Notice of Award and Notice to Proceed.

**Submitted By:** Kathy Raasch, Projects Manager

**City Management Review:** *[Signature]*

**Date:** *2/6/23*

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

AGENDA ITEM: 9

# City of Needles

## SEALED BID OPENING

PROJECT NAME: CITY ADMINISTRATION ROOF PROJECT DATE: 01/18/2023

| BIDDER   |                                 | DECLARATION      | ADDENDUMS | BID BOND | DIR | CERTIFICATES | TOTAL BID |
|----------|---------------------------------|------------------|-----------|----------|-----|--------------|-----------|
| <b>1</b> | <b>BRAZOS URETHANE</b>          | Base Bid TOTAL   | ✓         | ✓        | ✓   | ✓            | 247,649   |
|          |                                 | Alt. #1          |           |          |     |              | 258,235   |
|          |                                 | Alt. #2          |           |          |     |              | 197,900   |
|          |                                 |                  |           |          |     |              |           |
|          |                                 | TOTAL (ITEMIZED) |           |          |     |              | \$ 0.00   |
| <b>2</b> | <b>FINAL TOUCH CONSTRUCTION</b> | Base TOTAL       | ✓         | ✓        | ✓   | ✓            | 262,000   |
|          |                                 | Alt. #1          |           |          |     |              | 270,850   |
|          |                                 | Alt. #2          |           |          |     |              | 199,440   |
|          |                                 |                  |           |          |     |              |           |
|          |                                 | TOTAL (ITEMIZED) |           |          |     |              | \$ 0.00   |
| <b>3</b> | <b>LETNER ROOF CO</b>           | Base Bid TOTAL   | ✓         | ✓        | ✓   | ✓            | 248,300   |
|          |                                 | Alt #1           |           |          |     |              | 230,100   |
|          |                                 | Alt #2           |           |          |     |              | 175,200   |
|          |                                 |                  |           |          |     |              |           |
|          |                                 | TOTAL (ITEMIZED) |           |          |     |              | \$ 0.00   |
| <b>4</b> | <b>SIMMONS ROOFING</b>          | Base Bid TOTAL   | ✓         | ✓        | ✓   | ✓            | —         |
|          |                                 | Alt #1           |           |          |     |              | —         |
|          |                                 | Alt #2           |           |          |     |              | 144,350   |
|          |                                 |                  |           |          |     |              |           |
|          |                                 | TOTAL (ITEMIZED) |           |          |     |              | \$ 0.00   |

# City of Needles SEALED BID OPENING

**PROJECT NAME:** CITY ADMINISTRATION ROOF PROJECT **DATE:** 01/18/2023

| BIDDER |                  | DECLARATION | ADDENDUMS | BID BOND | DIR | CERTIFICATES | TOTAL BID |
|--------|------------------|-------------|-----------|----------|-----|--------------|-----------|
| 5      | TOTAL            |             |           |          |     |              |           |
|        |                  |             |           |          |     |              |           |
|        |                  |             |           |          |     |              |           |
|        |                  |             |           |          |     |              |           |
|        |                  |             |           |          |     |              |           |
|        | TOTAL (ITEMIZED) |             |           |          |     |              | \$ 0.00   |

Present at Opening:

Kathy Raasch

Tammy Ellmore

Recorded by:

**Candace Martinez**





## Request for Board Action City of Needles, California

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

**Meeting Date:** February 14, 2023

**Title:** Accept a Proposal from the Fort Mohave Indian Tribe (FMIT) to provide Cultural Resource Monitoring during construction activities at the Lillyhill Water Booster Pump Station site.

**Background:** During an environmental review of the Lillyhill Water Booster Station project, it was identified during the Tribal Consultation period, that Tribal Resource Monitoring would be required during grading activities at the Lillyhill Water Booster site.

The contractor for the project has mobilized and construction activities have begun. The FMIT has provided a budget/proposal for the Workers' Cultural Sensitivity Awareness Program and Tribal Resource Monitoring which is provided exclusively by the Tribe. Funding for this program is an eligible project cost in Amendment No. 2 of the Funding Agreement with the State Water Resources Control Board (SWRCB).

**Fiscal Impact:** The City received Grant Amendment #2 to the original Grant Agreement with the California State Water Resources Control Board in the amount of \$14,247,995.00 for water system improvements. The Lillyhill Water Booster Station is identified as Phase 1 of the total project in the amount of \$2,086,775 with a \$240,000 allowable contingency.

The FMIT proposal of \$30,611.40 is reimbursable from the project allowances (soft costs) with a total approved budget of \$812,251.00.

*for SM* Sylvia Miledi

**Recommendation:** Accept the Proposal from the Fort Mohave Indian Tribe (FMIT) exclusively to provide Cultural Resource Monitoring during construction activities at the Lillyhill Water Booster Pump Station site for the Not To Exceed amount of \$30,611.40; and authorize staff to issue a Purchase Order without benefit of a competitive bid process.

**Submitted By:** Kathy Raasch, Projects Manager

**City Management Review:** Rick

**Date:** 2/16/23

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

AGENDA ITEM: 10

**Fort Mojave Indian Tribe**  
**Lilly Hill Booster Station Improvement Project Needles, Arizona**  
**Monitoring Budget Estimate FMIT P0450-5**

| Position                  | (Minimum one-hour) Meetings | Phone Calls and Emails | Tribal Resource Monitoring Hours | WCSAP* Hours Sensitivity Training Participation | Report Preparation | Total Hours | Hourly Rate | Total Cost         |
|---------------------------|-----------------------------|------------------------|----------------------------------|---|--------------------|-------------|-------------|--------------------|
| <b>Direct Labor</b>       |                             |                        |                                  |   |                    |             |             |                    |
| FMIT Director             | 2.0                         | 5.0                    |                                  | 1.0 (1 session)                                 | 1.0                | 10.0        | \$115.00    | \$ 1,150.00        |
| FMIT Archaeologist        | 2.0                         | 5.0                    | 160.0                            | 1.0 (1 session)                                 | 10.0               | 178.0       | \$90.00     | \$ 16,020.00       |
| FMIT Monitor Apprentice   | 2.0                         |                        | 160.0                            | 1.0 (1 session)                                 |                    | 163.0       | \$75.00     | \$ 12,225.00       |
|                           |                             |                        |                                  |   |                    |             |             |                    |
|                           |                             |                        |                                  |   |                    |             |             |                    |
| <b>Total Direct Labor</b> |                             |                        |                                  |   |                    |             |             | <b>\$28,245.00</b> |
|                           |                             |                        |                                  |   |                    |             |             |                    |
|                           |                             |                        | Miles                            |   |                    | Total Miles | Rate        |                    |
| Expenses                  |                             |                        | 4,080                            |   |                    | 4,080       | \$0.58      | \$ 2,366.40        |
| Mileage                   |                             |                        |                                  |   |                    |             |             |                    |
| <b>Total Expenses</b>     |                             |                        |                                  |   |                    |             |             | <b>\$ 2,366.40</b> |
|                           |                             |                        |                                  |   |                    |             |             |                    |
| <b>Project Total</b>      |                             |                        |                                  |   |                    |             |             | <b>\$30,611.40</b> |

\* Worker's Cultural Sensitivity Awareness Program

**Assumptions:**

No lodging or food allowance costs.  
Monitoring will occur as needed.  
Monitoring hours are estimated for budgeting purposes, i.e. 4 weeks @ 40 hours per week (could be less could be more).  
1 monthly monitoring report upon completion of project monitoring.  
WCSAW Training to be given one time prior to commencement of construction project.  
Project Total is open to agreed revisions.



## Request for Board Action City of Needles, California

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

**Meeting Date:** February 14, 2023

**Title:** Accept proposal submitted by Cyle George and Gabriel Pecina for Public Art Mural(s) to be painted within the bowls of the Skate Park.

**Background:** Staff has been involved in improving the skate park over the last year. A significant increase in lighting has been accomplished and more lighting is being added to the area with the installation of field lights at the Duke Watkins ball fields (underway now). The quality and dependability of the security cameras were greatly increased, and the restroom fixtures have been strengthened.

On Nov. 22, 2022, staff presented to council a budget of \$35,000 to include additional improvements to the skate park as follows:

- 4 trees added to the area immediately west of the skate bowl. (Donated)
- Additional seating, \$15,000
- Concrete patching of chipped areas \$5000
- Graffiti removal and skating surface refurbishment. \$15,000

On Dec. 29, 2022, the RFQ for a Skate Park Mural was advertised for Request for Proposals with an opening date of 01/20/2023. The City received one (1) proposal from Cyle George and Gabriel Pecina for the proposed project. Staff reviewed the proposed concepts within the submittal and recommends acceptance of the proposal.

**Fiscal Impact:** \$15,000 from the General Fund Reserves.

*BS for SM* Sylvia Miledi

**Recommendation:** Accept proposal submitted by Cyle George and Gabriel Pecina for the Public Art Mural(s) to be painted within the bowls of the Skate Park for an amount not to exceed \$15,000 and authorize staff to issue a purchase order for the work.

**Submitted By:** Kathy Raasch, Projects Manager

**City Management Review:** *[Signature]*

**Date:** *2/7/23*

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

AGENDA ITEM: *11*

# **ART PROPOSAL**

PREPARED FOR  
**[RFP SKATEPARK]**

PREPARED BY  
**[CYLE GEORGE & GABRIEL PECINA]**

**[CYLETHEKID13@GMAIL.COM]**  
**[760-399-2102]**

## **About us**

We are two artists specializing in graphic arts. We have completed numerous projects, including professional canvas and wall paintings, digital graphics, and logo design. With 20 years combined experience and our close connection to skate culture we feel we are best suited for this project.

## **Scope of work**

We will create hand painted outdoor murals for your Skate Park. With the use of bright colors and intricate texture we hope to provide a cool and expressive environment that will deter/hide graffiti or vandalism.

## **Terms and Conditions**

### **1. General**

This proposal will assign **Cyle George & Gabriel Pecina** to create hand painted outdoor murals for **RFP Skate Park**.

### **2. Schedule**

This project will be completed 30 days after approval.

### **3. Amount**

The client agrees to pay the Artists a total of \$15,000 upon the project's completion.

### **4. Request**

We request \$7,500 upon approval to start the project.

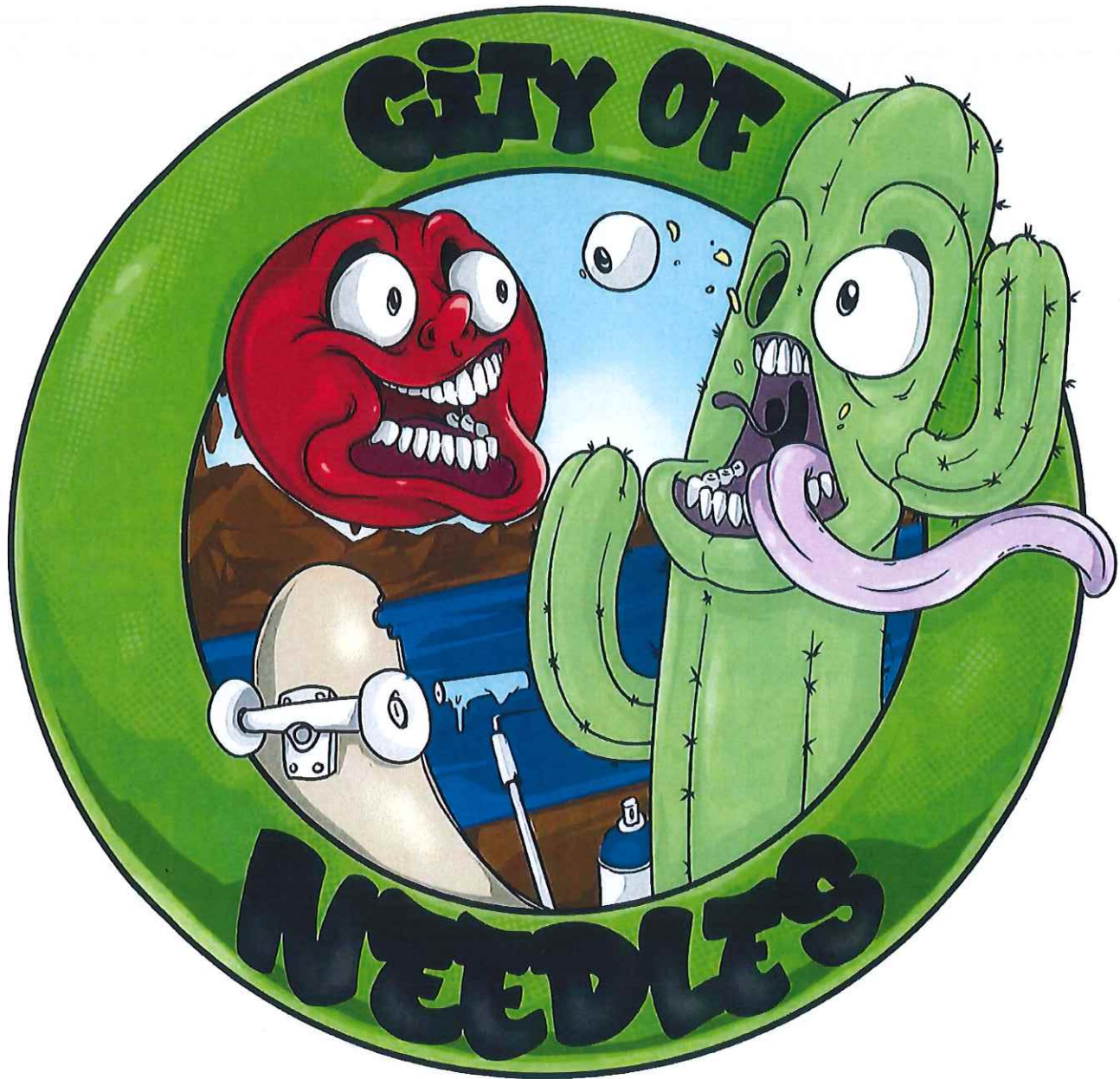
## **Professional References**

**Ronnie George**  
Signs Unlimited  
760-922-3555

**Mike Ferrage**  
The Prime Leaf  
602-300-4355



**CITY OF NEEDLES**  
**SKATE PARK PROJECT**

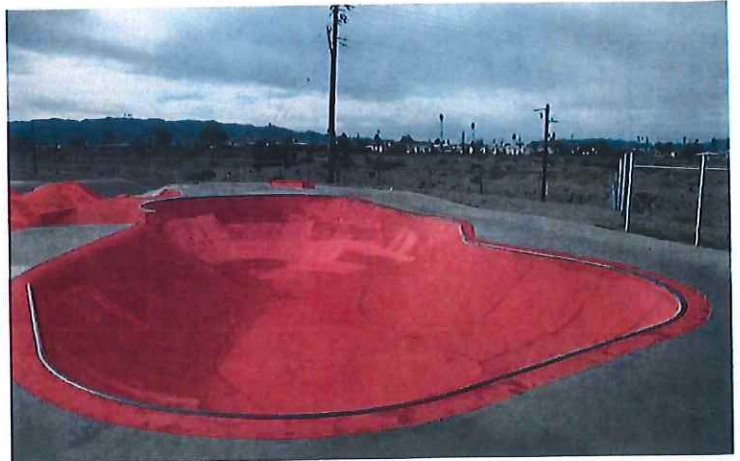


**BY**  
**CYLE GEORGE & GABRIEL PECINA**

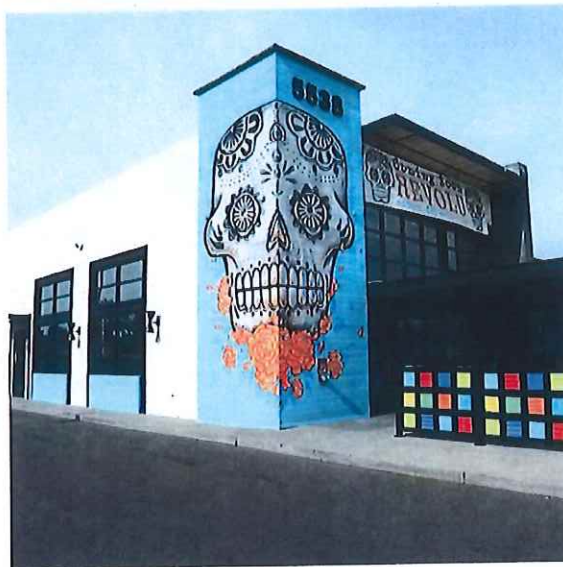


# All vertical surfaces will be painted

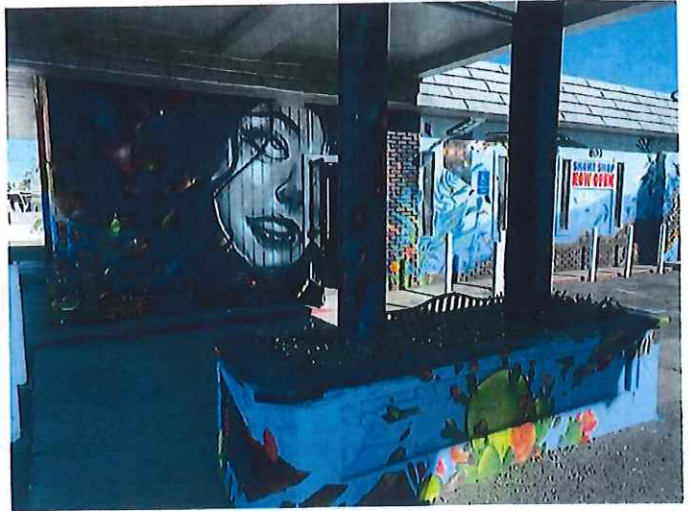
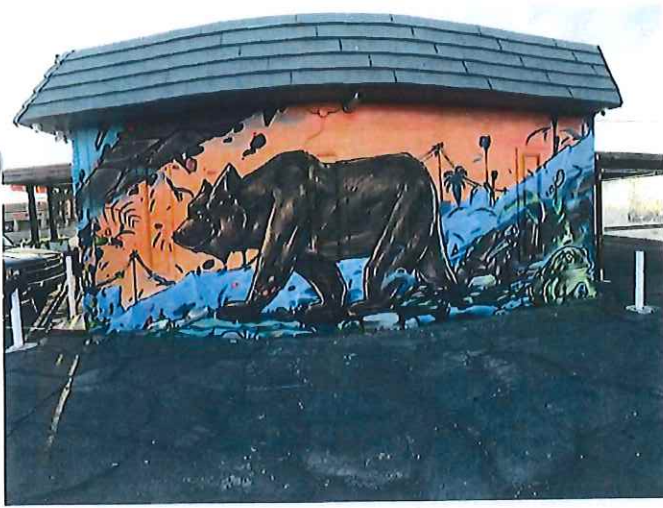
(red area are examples of vertical surfaces to be painted)







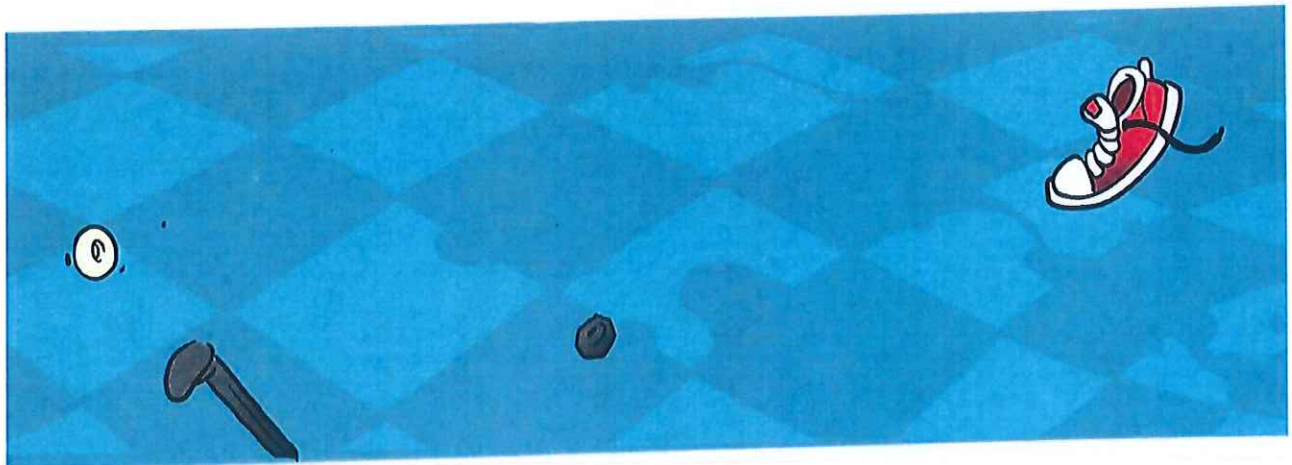






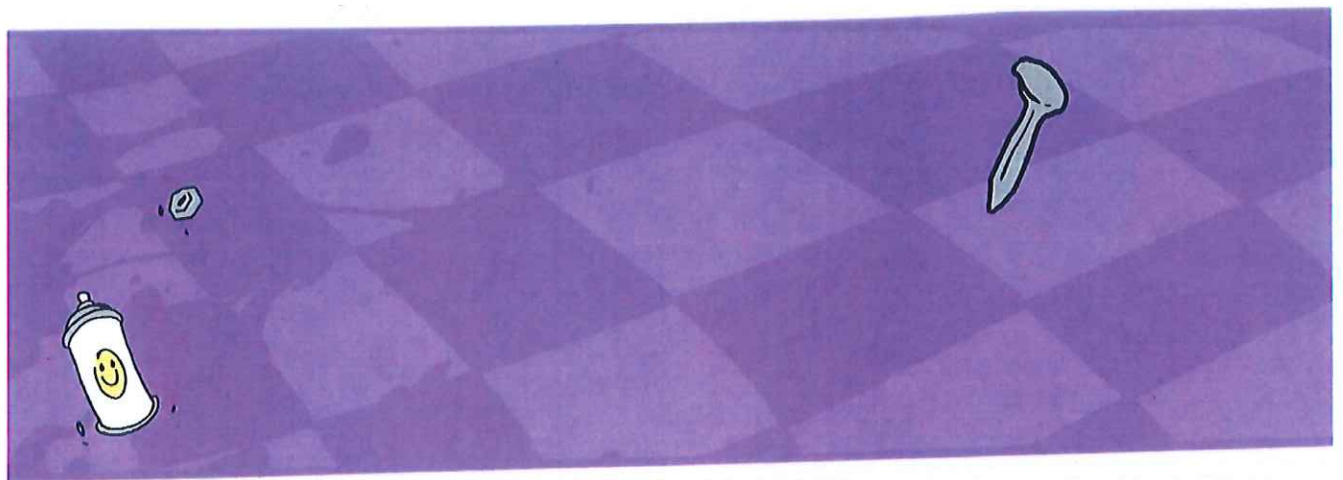
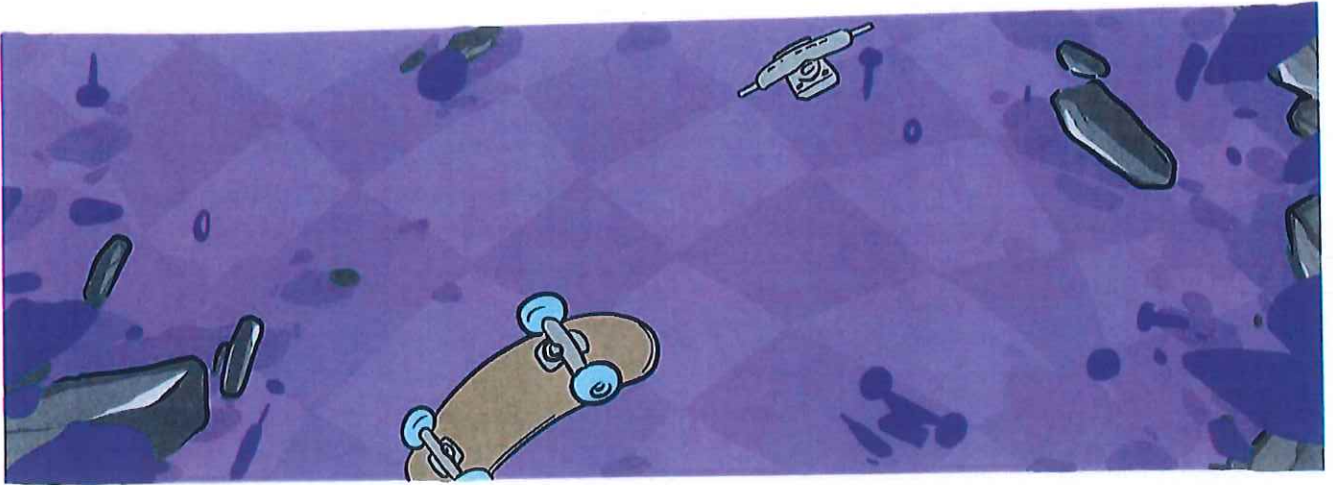


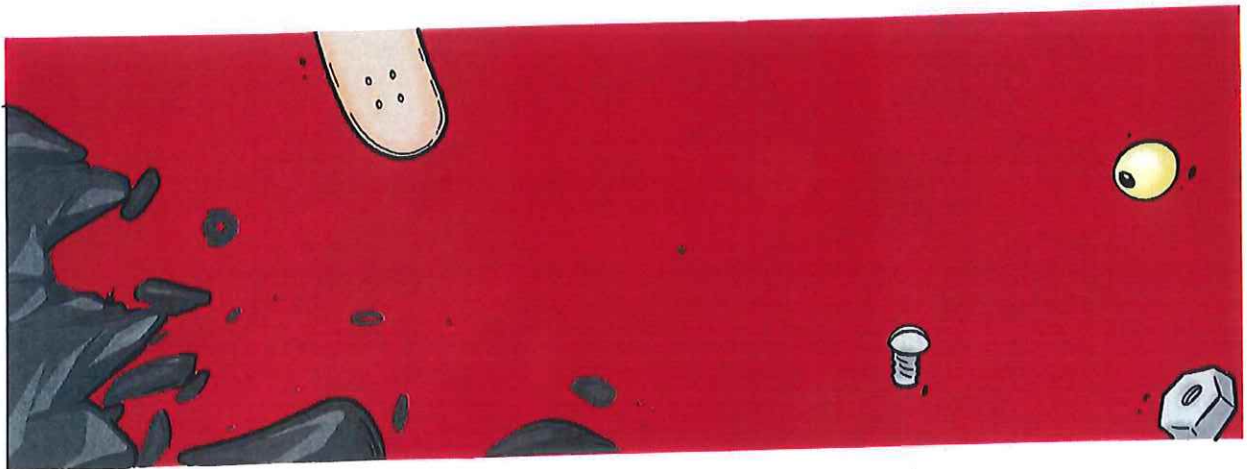
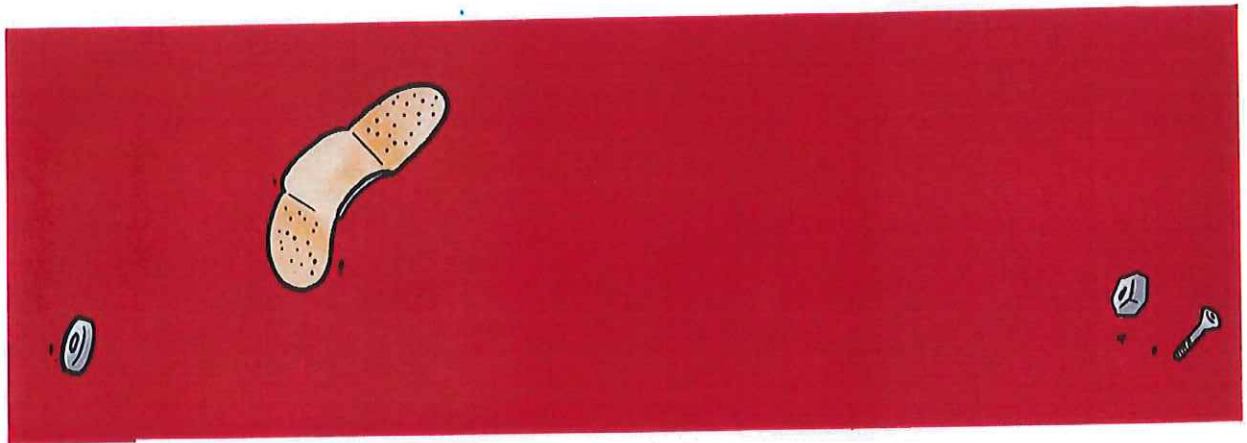












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## City of Needles, California Request for Council Action

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

**Meeting Date:** February 14, 2023

**Title:** Authorize a one-time transfer from the General Fund in the amount of \$187,844.01 into the Water Infrastructure account and allocate \$7,700 to the Needles Tourism, \$13,000 to Fire House Ministries, \$10,000 to the Needles Rodeo Association to be funded by the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation

**Background:** The City is able to utilize their allocation of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to:

- Revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency,
- COVID-19 expenditures or negative economic impacts of COVID-19, including assistance to small businesses, households, and hard-hit industries, non-profits and economic recovery,
- Premium pay for essential workers,
- Investments in water, sewer, and broadband infrastructure.

Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
  - ✓ Road building and maintenance, and other infrastructure
  - ✓ Health services
  - ✓ General government administration, staff, and administrative facilities
  - ✓ Environmental remediation
  - ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)
- Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

The Needles Tourism provided a letter date January 27, 2023 stating they are a registered non-profit and were negatively impacted by COVID-19 as they were unable to hold fundraising events which meets an eligible use of the funds.

# 12



## City of Needles, California Request for Council Action

Fire House Ministries provided a letter date February 1, 2023 stating they are a registered non-profit and were negatively impacted by COVID-19 as they were unable to fundraise which meets an eligible use of the funds.

The Needles Rodeo Associate provide a letter date January 31, 2023 stating they are a registered non-profit and were negatively impacted by COVID-19 as they were unable to host the 2020 and 2021 Rodeos due to public gathering restrictions which resulted in a negative economic impact meets an eligible use of the funds.

State and Federal administrations are intending to end the national COVID-19 emergency. The enclosed request is the final non-profit's impacted by COVID-19, the remainder of the funds available can be put towards investments in water infrastructure.

**Fiscal Impact:** The City has utilized the second allocation of \$595,182 for the following uses;

- 1) \$127,362 Loss Transient Occupancy Tax
- 2) \$17,042 Loss sales tax
- 3) \$2,500 Legacy Foundation
- 4) \$2,500 San Bernardino County Sheriff's Dept. Non-Profit
- 5) \$7,302.25 City of Needles, COVID supplies & materials, not reimbursed by FEMA
- 6) \$6,531.74 City of Needles, COVID supplies & materials, not reimbursed by FEMA
- 7) \$4,400 Women's Club of Needles
- 8) \$9,000 Local Agency Technical Assistance (LATA) Broadband Grant writing
- 9) \$200,000 General Fund Road Infrastructure Fund

The SLFRF has a balance of \$218,544.01 available for use. If approved the remaining balance for the City to utilize will be \$0.00.

 Sylvia Miledi

**Recommended Action:** Authorize a one-time transfer from the General Fund in the amount of \$187,844.01 into the Water Infrastructure account and allocate \$7,700 to the Needles Tourism, \$13,000 to Fire House Ministries, \$10,000 to the Needles Rodeo Association to be funded by the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation

**Submitted By:** Rainie Torrance, Assistant Utility Manager

**City Management Review:** 

**Date:** 2/7/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 12





January 27, 2023

The Needles Tourism is a registered non-profit 501C that provides Community maintenance of several parks. During the covid-19 from 2020-2021 the Needles Tourism was not able to hold fundraising events to maintain operations and needs to recoup the lost money that we would have raised for our Community sponsorships.

Attached are our photos of the vandalism to the train cars at the Train Park. That is need of Painting.

Cost: Lighting- replacing LED lights on pole \$1000.00

Plexiglass on Caboose that was broken off- \$2200.00

Paint on Train Cars- Black (5 gallons)

Red (15 gallons)

Orange (15 gallons) Total: \$2500.00 (incl Decals)

Painter: \$2000 (including materials)

Total Cost: \$7700.00

Train Park is located on the original part of RT66 in our Downtown and adjacent to the railroad tracks. Visitors stop by daily to watch the trains, see the Rail Cars and our Veterans Sign.

We would appreciate funds to restore the Park.

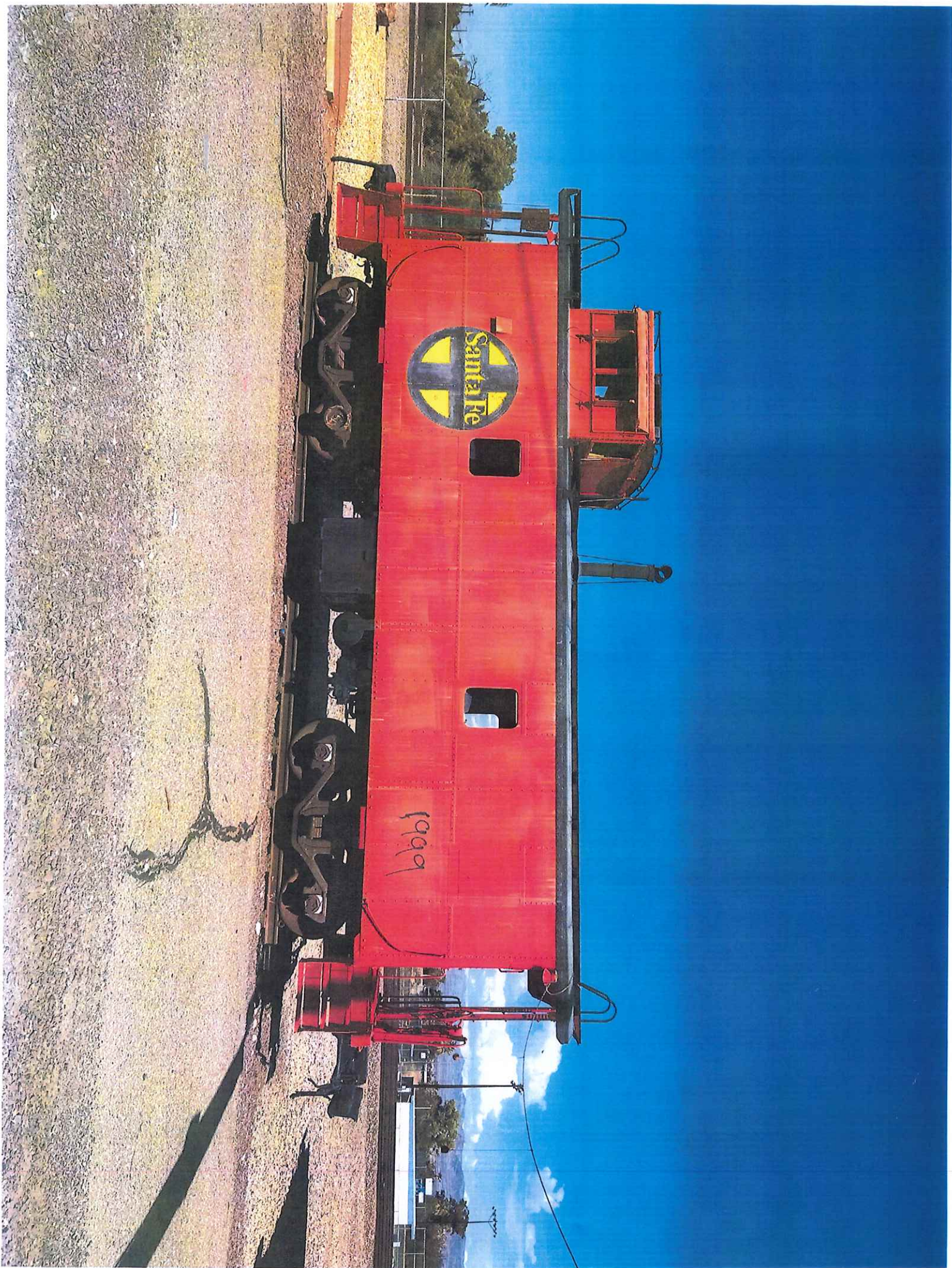
Sincerely,

Janet Jernigan  
President

Po Box 736

Needles CA 92363

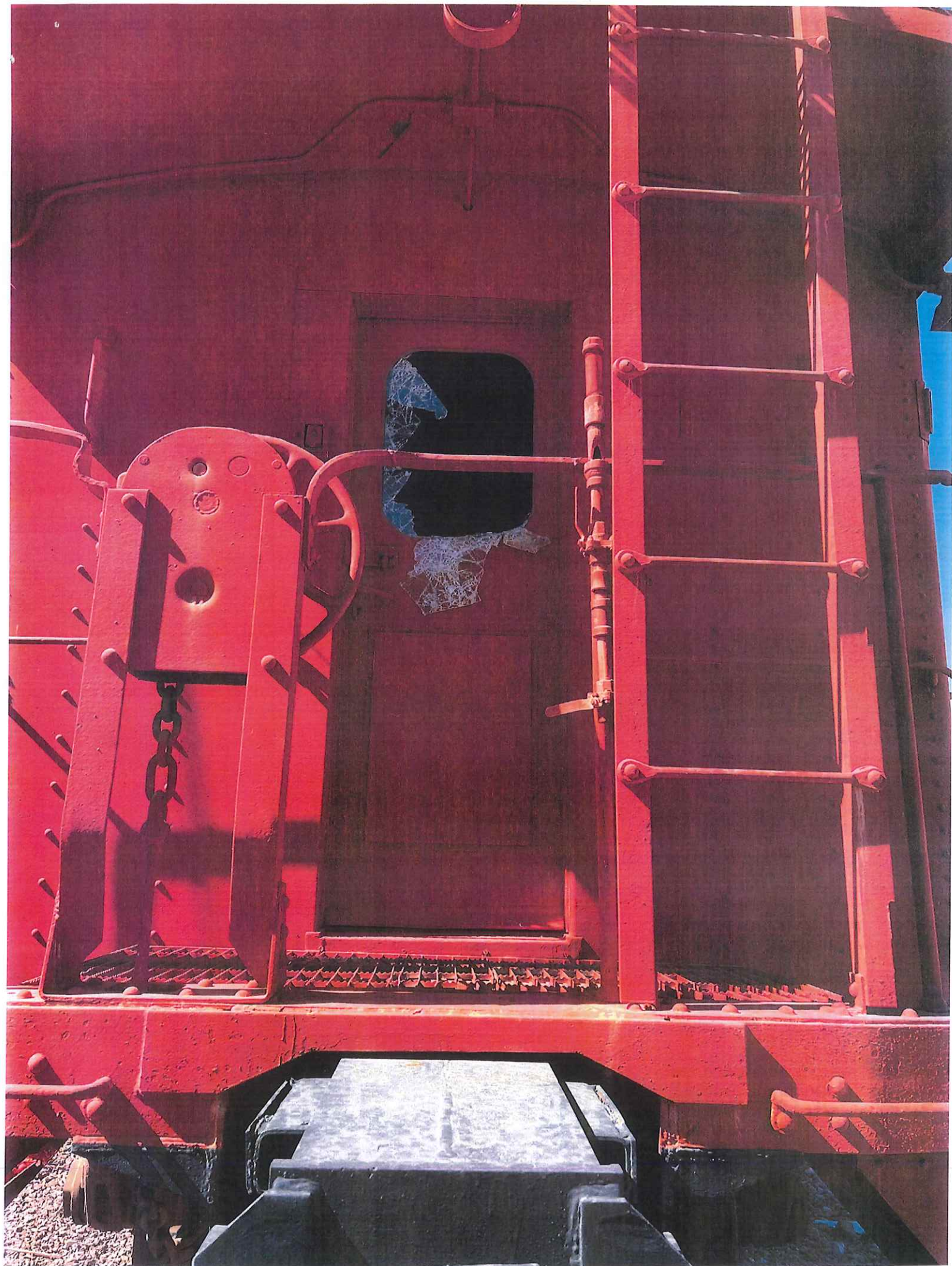




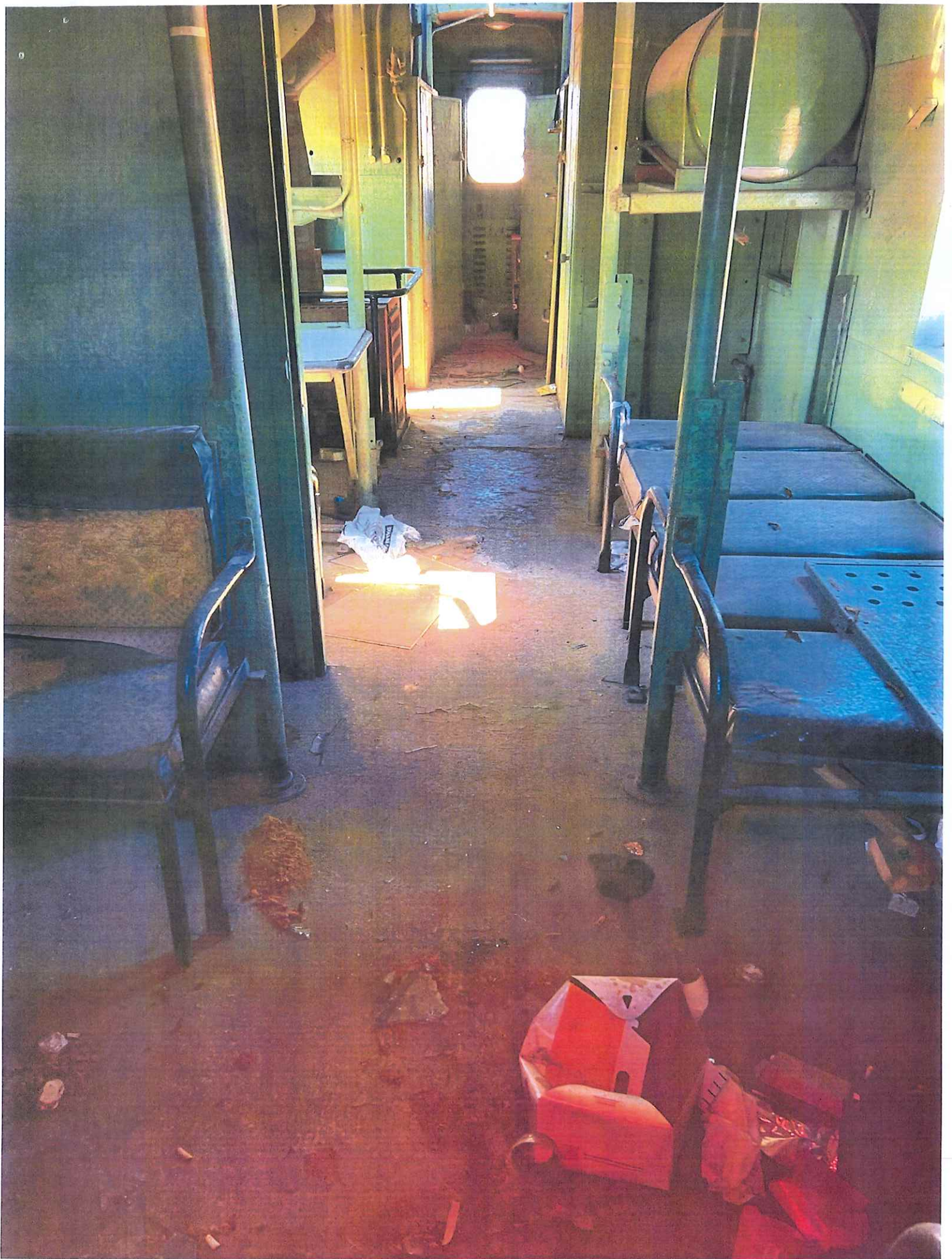








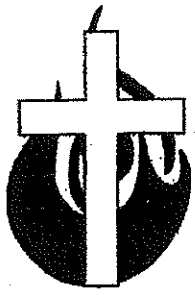












# FIRE HOUSE MINISTRIES

Feb.1,2023

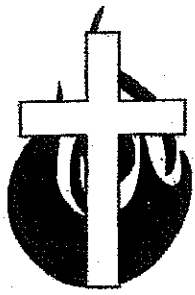
To: Mr. Rick Daniels  
From: Firehouse Ministries

Dear Mr. Daniels,

*Firehouse Ministries* was established on June 1, 2017 and has grown to impact our community in a positive way. We provide free food through our weekly and once-a month pantries. Four hundred families are served monthly and one million pounds of food are distributed yearly. Free clothing, diapers, and baby food are also part of food pantry distribution. "Ivan's House" is a free women and children's home for those who are starting their lives over and we have had half a dozen guests come through our program in the last year. All of these endeavors are totally dependent on the goodwill of our community through donations and volunteers. We also have various fund-raising projects throughout the year.

(760 443-4342  
comecatchthefire@gmail.com

809 Bush Street.  
Needles, CA 92362



# FIRE HOUSE MINISTRIES

During the Covid-19 pandemic, our windows and doors were shuttered and we were unable to fund-raise, making us totally dependent on donations.

There is an opportunity for the pantry to receive a \$70,000 walk-in freezer, which would greatly cut costs for the ministry, however, Firehouse has to provide the foundation and electrical which would cost \$13,000 of the original \$70,000 price. We are asking the City of Needles to help us with this amount of money through the Covid-19 Relief Fund to enable us to continue to serve our community more efficiently. Many people depend on the services that we offer, and we would like to keep up the work that we are blessed to do.

Thank you for your consideration,

Firehouse Ministries

  
Pastor James M. Jones

(760) 443-4342  
[comecatchthefire@gmail.com](mailto:comecatchthefire@gmail.com)

809 Bush Street.  
Needles, CA 92350



NEEDLES RODEO ASSOCIATION  
P.O. BOX 711  
NEEDLES, CALIFORNIA 92363  
EIN 47-1358571

[WWW.NEEDLESRODEO.COM](http://WWW.NEEDLESRODEO.COM)

January 31, 2023

To the City of Needles:

The Needles Rodeo Association is a local 501(C)(3) organization that hosts the Colorado River Round Up/Needles Rodeo annually at the Needles Rodeo Grounds. The local rodeo has been part of the community for 50+ years and we hope to continue this tradition for many more years.

We were unable to present the rodeo in 2020 and 2021 due to the restrictions of COVID in our city, county and state. We had to cancel the 2020 rodeo three weeks before it was scheduled and had already incurred expenses necessary to produce this event which we were unable to recoup. Additionally, we lost our ability to fundraise during those two years and the Needles Rodeo Association gives back most of its profit to the community. Our association maintains and improves the Needles Rodeo Grounds and we were unable to make any necessary repairs and improvements. Those organizations and events that we would have supported were impacted by our loss of revenue.

The Needles Rodeo Association annually shows a profit of approximately \$20,000 after expenses of each rodeo indicating a loss of \$40,000 for the two rodeos that were cancelled. We are requesting \$10,000 from the COVID Relief Fund to compensate for the loss in revenue so that we continue our work at the Needles Rodeo Grounds and in the community.

Thank you for your consideration in this matter.

Judy Thornton  
Needles Rodeo Association  
760-333-5255





## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** February 14, 2023

**Title:** Changing to one Planning Commission meeting a month

**Background:** The Planning Commission has recommended changing to one scheduled meeting a month held on the first Wednesday at 4:00 P.M.

**Fiscal Impact:** None

**Environmental Impact:** None

**Recommended Action:** Adopt Resolution No. 2023-11 changing the Planning Commission regular meeting day to the first Wednesday monthly at 4:00 P.M. to be effective starting February 28, 2023.

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

**City Management Review:**

R. Martinez

**Date:**

2/7/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 13

RESOLUTION NO. 2023-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NEEDLES,  
CALIFORNIA, CHANGING THE PLANNING COMMISSION REGULAR  
MEETING DAYS

WHEREAS, the Planning Commission currently meets on the first and third Wednesday of each month at 4:00 pm; and

WHEREAS, at their meeting held on January 18, 2023, the Planning Commissioners voted to change their meeting day to the first Wednesday of each month at 4:00 pm.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves to change the Planning Commissions regular meeting day to the first Wednesday of each month at 4:00 pm. to be effective starting February 28, 2023.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Needles, California, held on the 14th day of February 2023 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

**Meeting Date:** February 14, 2023

**Title:** Letter of Support for Legislation SB 14

**Background:** Senator Shannon Grove has introduced Senate Bill 14, a bill that would include human trafficking in the lists of crimes that are defined as serious and violent under California law, making the crime a strike under the Three Strikes law. Currently human trafficking is defined as a non-serious and non-violent crime. If passed, SB 14 will help strengthen protections for the millions of victims of sex and labor trafficking.

SB14 amends the Penal Code to add human trafficking to the list of both serious and violent crimes under California law. SB 14 also classifies human trafficking as a strike offense and makes those convicted of this crime subject to the same penalties that apply to all serious and violent crimes. It is about time that California starts to prosecute these horrendous acts as serious and violent crimes.

**Recommendation:** Approve Letter from the Mayor in Support for Legislation SB 14

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

**City Management Review:**

Rick

**Date:** 2/7/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 14





**SENATOR SHANNON GROVE**  
**SENATE DISTRICT 12**

**SB 14**

**Human Trafficking – Serious and Violent Felony**

**SUMMARY**

SB 14 will include human trafficking in the lists of crimes that are defined as serious and violent under California law, making the crime a strike under the Three Strikes law. SB 14 will help strengthen protections for the millions of victims of sex and labor trafficking.

**PROBLEM**

Currently human trafficking is defined as a non-serious and non-violent crime. So, the act of human trafficking cannot be considered a strike under California's Three Strikes law.

California consistently ranks number one in the nation in the number of human trafficking cases reported to the National Human Trafficking Hotline. The California Attorney General notes that California is one of the largest sites for human trafficking in the United States, recognizes the serious nature of this crime, and has defined it as "modern day slavery." "Human trafficking is among the world's fastest growing criminal enterprises and is estimated to be a \$150 billion-a-year global industry. It is a form of modern day slavery that profits from the exploitation of our most vulnerable populations."

(<https://oag.ca.gov/human-trafficking>).

Children as young as 11 to 12 years old are exploited by traffickers who force them to sell their bodies for the trafficker's financial gain. Trafficking victims are frequently forced to have sex with upwards of 15 strangers a day or face beatings at the hands of their traffickers. Trafficking victims must meet daily sex or labor quotas before they are permitted to sleep, eat, rest, or receive other basic life necessities. Traffickers use a combination of physical violence and psychological manipulation to gain compliance over their victims. These tactics include death threats to the victim, threats to harm the victim's family, food deprivation, physical beatings, rape, and burning the victim, among other acts of violence. Trafficking victims are treated as

property by their traffickers and are subject to their physically exhausting and exploitive demands. In many instances, traffickers will also brand their victims with facial or body tattoos to signify their ownership over the victim and the victim's status as mere property.

Human trafficking victims often suffer long-term physical and psychological trauma. The American Academy of Pediatrics recognized the severe trauma human trafficking victims suffer and stated the following, "violence and psychological manipulation are common, and victims are at increased risk of injury, sexual assault, infectious diseases, substance misuse, untreated chronic medical conditions, malnutrition, post-traumatic stress disorder (PTSD), major depression and other mental health disorders, homicide, and suicide." The US Department of Health and Human Services Administration on Children, Youth, and Families further noted, "young people who are sexually trafficked typically experience physical violence, both at the hands of their traffickers and those who purchase sex, and often acquire sexually transmitted infections (STIs) through their exploitation."

**EXISTING LAW**

The Penal Code defines the crimes that are considered serious and violent under California law. Penal Code section 1192.7(c) lists the 42 crimes that are defined as serious crimes under California law. Penal Code section 667.5(c) lists the 23 crimes that are defined as violent under California law. Both serious and violent crimes are considered strikes under California law. Existing California law defines human trafficking as a non-serious and non-violent crime.

**SOLUTION**

SB 14 amends the Penal Code to add human trafficking to the list of both serious and violent crimes under California law. SB 14 also classifies human trafficking



**SB 14**  
**Human Trafficking – Serious and Violent Felony**

as a strike offense and makes those convicted of this crime subject to the same penalties that apply to all serious and violent crimes. It is about time that California starts to prosecute these horrendous acts as serious and violent crimes.

CONTACT:

Elizabeth Watson

(916) 651-4012

[Elizabeth.watson@sen.ca.gov](mailto:Elizabeth.watson@sen.ca.gov)



# Request for Council Action

## City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** February 14, 2023

**Title:** Approve additional fees due of \$7,500 to BNSF in accordance with the Barrier for Underpass Agreement and Easement Agreement with BNSF Railway Company for the K Street Barrier project.

**Background:** On December 5, 2022, the Barrier Underpass Agreement with BNSF was fully executed. Staff is now finalizing the required easement document with the real estate representative for BNSF. During this process, it was identified that \$7,500 additional fees are due to BNSF for a Temporary Construction License fee to allow construction within the BNSF right-of-way

This \$7,500 fee is in addition to the previous \$7,500 obligation approved by City Council on Nov. 8, 2022, for the permanent easement dedication by BNSF.

**Fiscal Impact:** A total not to exceed \$7,500 for a Temporary Construction License Fee is to be funded by General Fund Reserves.

\_\_\_\_\_  
Sylvia Miledi

**Recommendation:** Approve additional fees due of \$7,500 to BNSF in accordance with the Barrier for Underpass Agreement and Easement Agreement with BNSF Railway Company for the K Street Barrier project.

**Submitted By:** Kathy Raasch, Projects Manager

**City Management Review:** 

**Date:** 2/1/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA ☒ Regular ☐  
Special

**Meeting Date:** February 14, 2023

**Title:** Destination 66 Mixed Use Development Settlement Agreement and Option Update Property Described as APN's 0186-095-04-0000 and 0186-095-03-0000.

**Background:** On April 3, 2019, an RFP was placed in the Needles Desert Star for the acquisition and development of two city-owned parcels (APN's 0186-095-04-0000 and 0186-095-03-0000) in Downtown Needles for a mixed-use residential development. One bid was received on May 8, 2019 and accepted by the City. On June 11, 2019, the City entered into a Purchase and Sale Agreement with Mr. Ashot Minasian and sold the properties for \$110,386. The buyer was required to commence construction of a building within 12 months after recordation of the Quitclaim Deed. If the Buyer failed to commence construction within said 12 months the City had an option to repurchase the real property from the buyer at 25% less than the purchase price (\$82,789.50).

On September 11, 2020, Mr. Minasian requested an addendum to the purchase agreement due to Covid. On January 26, 2021, the City entered into a Memorandum of Settlement Agreement and Option. The agreement outlined the Developer's Obligation to Construct Improvements. The Improvements shall generally consist of the following:

- (a) Complete a predevelopment meeting at the City offices within forty five (45) days from the date this agreement is executed. (Completed)
- (b) complete the following within one hundred and five (105) days from the date this Agreement is executed: Zoning Permit Application for Site Plan Review with all required fees and ten thousand-dollar (\$10,000.00) deposit for City staff and consultant fees. (Completed)
- (c) complete the following within two hundred and eighty five (285) days from the date this Agreement is executed: Applications with all required fees for the following: General Plan Amendment, Rezoning, Conditional Use Permit and Parcel Map for condominiums "Project". (Partially complete or incomplete applications do not qualify). (Added as Part of the General Plan Update)
- (d) complete the entire Project and secure Certificate of Occupancy within eight hundred and thirty (830) days after the date this Agreement is executed as well as related onsite improvements and all public improvements as required pursuant to the land use approvals. (To be completed by May 6, 2023).

On January 15, 2023 the City received a letter from Mr. Minasian to request an extension of time. The reasons provided by Mr. Minasian for the request are:

- Redesign of project to provide additional residential units.
- Acquisition of properties within the vicinity of the project to provide parking spaces on grade rather than providing two story concrete parking structure which in tales to reduction of construction cost, additional residential units, additional commercial units, and additional open space and landscaping.
- Process the planning and building permit applications for the innovative design of the project with additional residential and commercial units.

**Fiscal Impact:** Delay of sales and property taxes

**Recommendation:** Presentation by Property Owner/Developer

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

**City Management Review:** Rick **Date:** 2/7/23

Agenda Item: 16



Ashot Minasian  
15050 Sherman Way  
Suite No. 112  
Van Nuys, CA 91405  
ashotminasian@hotmail.com

January 15, 2023

To: Patrick J. Martinez  
Director of Development Services, City of Needles  
817 Third Street, Needles CA 92363

**Re: "SETTLEMENT AGREEMENT AND OPTION" dated January 26, 2021,**  
Destination 66 Mixed Use  
817 Third Street, Needles, CA 92363  
**A.P.N. No. 0186-095-03-0000, 0186-095-04-0000**

Dear Mr. Martinez,

The purpose of this letter is to request an extension of time for securing the Certificate of Occupancy (**May 6, 2013**) for the subject project. The reasons for such a request are:

- Redesign of project to provide additional residential units.
- Acquisition of properties within the vicinity of the project to provide parking spaces on grade rather than providing two story concrete parking structure which in tales to reduction of construction cost, additional residential units, additional commercial units, and additional open space and landscaping.
- Process the planning and building permit applications for the innovative design of the project with additional residential and commercial units.

Should you have any comments or questions, please do not hesitate to call, or email me or at your earliest convenience.

Best regards

*Ashot Minasian*

Ashot Minasian

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

SBEMP (rlp)  
1800 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 0186-095-03-0000, 0186-095-04-0000

**MEMORANDUM OF SETTLEMENT AGREEMENT AND OPTION**

This Memorandum of Settlement Agreement and Option ("Memorandum") dated as of January 26, 2021, is entered into by and between Ashot Minasian ("Optionor") and the City of Needles, a charter city ("Optionee").

1. **Settlement Agreement.** On or about June 11, 2019, Optionor and Optionee entered into that certain Settlement, Release and Waiver Agreement dated January 26, 2021 ("Agreement") pursuant to which Optionor agreed to certain development covenants which are incorporated herein by this reference and an option to Optionee ("Option") to purchase the real property located in San Bernardino County, City of Needles, California the terms of which are incorporated herein by this reference which property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Property").

2. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation to give notice of the Agreement. Reference is made to the Agreement for the specific provisions of the Option and the terms and conditions of the Settlement Agreement related thereto. A copy of the Settlement Agreement and Option Agreement is available for review in the City Hall of the City of Needles located at 817 Third Street, Needles, CA 92363.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the day and year first above written.

**OPTIONEE:**  
CITY OF NEEDLES

**OPTIONOR:**

By: Edward F. Agester

By: Ashot Minasian

Its: Vice Mayor

Its: ASHOT MINASIAN

Date: 9-20-22

Date: 9/14/2022

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

For APN/Parcel 0186-095-03-0-000 and 0186-095-04-0-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 OF PARCEL MAP NO. 19604, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 243, PAGES 98 AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

ACKNOWLEDGMENT  
OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA )  
County of Los Angeles ) SS.

On 9/14/2022 before me, Mariam Leylekyan Notary Public,  
personally appeared Dahot Minassian who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

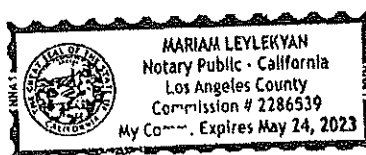
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]  
Notary Public

(Seal)





## SETTLEMENT, WAIVER AND RELEASE AGREEMENT

THIS SETTLEMENT, WAIVER AND RELEASE AGREEMENT (this "Agreement") is made and entered into as of the 26 day of January, 2021 ("Effective Date"), by and between the CITY OF NEEDLES, CALIFORNIA, a charter city ("City") and ASHOT MINASIAN ("Owner"), with reference to the following facts and circumstances. City and Owner may hereinafter be referred to individually as "Party" and collectively as "Parties."

### RECITALS

A. Owner owns that certain real property in the County of San Bernardino City of Needles (hereinafter "the Property"), and sometimes referred to generally as Assessor Parcel Number's 0186-095-04-0000 and 0186-095-03-0000. The Property is legally described on Exhibit "A", attached hereto and incorporated herein by this reference.

B. The Property was acquired by Owner from City pursuant to that certain Grant Deed ("Deed") recorded September 25, 2019 with the San Bernardino County Recorder's Office as Document Number 0342707, a copy of which is attached hereto as Exhibit "B".

C. The Deed contains a covenant ("Covenant") running with the land and equitable servitude of the benefit of the City, neighboring properties and the public requiring the development of the Property as which Owner has defaulted in the performance of ("Default").

D. Owner has requested that the City give Owner an extension of time within which to cure the default and perform the Covenant as further provided herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, it is hereby agreed by and among the Parties hereto that all claims, contentions, allegations and causes of action which are claimed or alleged, or which could have been raised, in connection with the Default, are to be compromised and settled without any admission of liability or concession by any Party that the contentions of the other Party are correct, on the following terms:

I. **INCORPORATION OF RECITALS.** All of the foregoing Recitals to this Agreement are hereby incorporated herein by reference as part of this Agreement; provided that, in the event of any conflict between the terms of the foregoing Recitals and this Agreement, the terms of this Agreement shall control.

II. **EFFECTIVE DATE.** This Agreement shall be effective upon the occurrence of each and every one of the following events: (a) approval by the City Council of the City; (b) execution of this Agreement by all Parties hereto.

III. **SETTLEMENT REQUIREMENTS.** The Parties shall comply with each of the following provisions, each of which constitutes a material term of this Agreement.

A failure or refusal to comply with any of the following provisions, or any other provision of this Agreement, shall constitute a material breach of this Agreement.

**A. Compliance with New Covenant.** Owner will comply with the DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTION attached hereto and made a part hereof as **Exhibit "C"** which shall supersede the covenants in the Deed.

**IV. RELEASE BY OWNER.** This Agreement shall serve as a full release and discharge by Owner on behalf of itself, its partners, Trustors, Trustees, beneficiaries, heirs, owners, officers, directors, employees, agents, contractors, attorneys, assigns, beneficiaries, heirs, and successors in interest, in consideration of the mutual covenants and promises contained herein, of City, and its City Council and each present and former member thereof, and its officials, employees, officers, directors, consultants, contractors, attorneys, agents, assigns, beneficiaries, heirs, and successors in interest ("Releasees"), from all claims or cross-claims and from all causes of action, attorneys' fees, injunctive or declaratory relief, or for relief by way of writ of mandate, or for demands, damages, refunds, debts, reimbursements, liabilities, reckonings, accounts, obligations, costs, expenses, liens, actions, causes, and causes of action of whatever kind, known or unknown, at law or in equity that Owner has or could have asserted in connection with or arising out of the Default and the Property.

**V. NO ADMISSION OF LIABILITY.** Each of the Parties acknowledges that this Agreement relates to the settlement of disputed claims. Therefore, it is agreed that this Agreement is not to be construed as an admission of liability by any of the Parties to this Agreement, which liability is specifically denied and each Party acknowledges that the other Party has denied any and all wrongdoing and liability relating to the Default.

**VI. AFTER DISCOVERED FACTS OR LAW.** Each Party acknowledges that it is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the Default resolved hereby. Nevertheless, this Agreement shall be, and remain, in effect as a full and complete release as to the Default, notwithstanding the discovery or existence of any such additional claims or facts.

**VII. RESERVED GOVERNMENTAL AUTHORITY.** Except as otherwise expressly provided in this Agreement, and subject to the releases contained in Section IV above, nothing in this Agreement shall exempt or immunize Owner from compliance with any applicable city, county, state, or federal ordinance, regulation, statute, or other law, including but expressly not limited to, any applicable city, county, state or federal agency, court decision or other regulatory body which requires City to enforce against the Property to protect the health, safety or welfare of the public. Similarly, nothing contained in this Agreement shall preclude City from seeking and obtaining any civil or criminal court order for violation of any such city, county, state, or federal ordinance, regulation, statute, or other law with respect to the Property if such action is required to protect the health, safety or welfare of the public or is required to comply with applicable county, state or federal law, court order or the order of any city, county, state or federal agency or public agency.

**VIII. WAIVER OF CIVIL CODE § 1542.** The Owner hereby expressly waives the provisions of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Notwithstanding the foregoing, nothing in this Agreement, including but not limited to the releases or the waiver of Civil Code § 1542 herein, shall apply to waive or limit City's ability to enforce any term or condition of this Agreement or law applicable to the Property, or to seek remedies for breach of this Agreement or for violation of any of the terms and conditions of the Project or any other provision of law.

**IX. GOOD FAITH COMPLIANCE.** Each party hereby pledges to implement and carry out their obligations under this Agreement in good faith, and to take all steps necessary to effectuate the terms and conditions of this Agreement.

**X. MISCELLANEOUS.**

**A. No Admissions.** No admission is made by any Party as a result of the execution or performance of this Agreement. Nothing contained in this Agreement shall be construed as an admission by any Party of any liability to any other Party, nor shall anything in this Agreement be construed as a waiver, retraction, or modification of the positions of any Party except as expressly provided herein.

**B. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, legal representatives, parent, subsidiary, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associations and/or corporations connected with them, including, without limitation, their insurers, sureties and/or attorneys having any interest in the Property. Owner also reserves the right to joint venture or partner with others as necessary for completion of any development necessary to complete the tasks required by this agreement.

**C. Attorneys' Fees.** In the event that any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, or contesting the validity or enforceability of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, suit or other proceeding, including any and all appeals or petitions therefrom.

**D. Integrated Agreement.** This Agreement is an integrated agreement and constitutes the entire agreement of the Parties hereto with respect to the Default and supersedes any and all prior agreements, communications, representations, or warranties, whether oral or written, by any Party or any agent, officer, partner, employee, or representative of any Party.

**E. Amendments.** This Agreement may not be modified, altered, amended, or rescinded except by an instrument in writing, which is signed by all Parties affected by any such modification, alteration, amendment or rescission.

**F. Severability.** Should any part, term or provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

**G. Construction.** This Agreement is the product of negotiation, drafting and preparation by and among the Parties and their respective attorneys. The Parties expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another and its attorneys, and will be construed accordingly. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement.

**H. Notices.** All notices that are required to be delivered under this Agreement shall be in writing and personally delivered, or sent by overnight delivery, registered or certified mail, postage prepaid, addressed as follows:

**FOR OWNER:**

Ashot Minasian  
15050 Sherman Way Apt#112  
Van Nuys, CA 91405  
Ashotminasian@hotmail.com

**FOR CITY :**

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

**With a copy to:**

John O. Pinkney, Esq.  
Slovak Baron Empey Murphy &  
Pinkney LLP  
1800 E. Tahquitz Canyon Way  
Palm Springs, California 92262  
Telephone (760) 322-2275

Such addresses may be changed from time to time by the addressee by serving notice as heretofore provided. Service of such notice or demand shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing (whether or not actually received by the addressee), whichever is earlier in time.



**I. Governing Law and Venue.** This Agreement is made, entered into, and executed in the County of San Bernardino, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of San Bernardino. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Owner expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

**J. Further Assurances.** Each Party shall from and after the date hereof execute, acknowledge and deliver such further instruments and perform such additional acts as any other Party may reasonably request to effectuate this Agreement.

**K. Time of Essence.** The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party shall constitute a material breach of this Agreement by the Party so failing to perform.

**L. Third Party Beneficiaries.** No term or provision of this Agreement or the exhibits hereto is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

**M. Assistance of Counsel.** The Parties each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the Parties and the advice and assistance of their respective counsel.

**N. Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

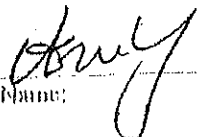
**O. Admissibility.** No Party may use this Agreement as evidence in a proceeding concerning the Default between the Parties.

**P. Rules of Construction; Precedence.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement.

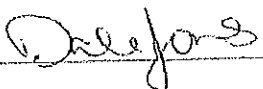
**Q. Warranty of Authorized Signatories.** Each of the signatories hereby warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the Party for whom he or she purports to sign.

**R. Execution of Counterparts.** This Agreement may be executed in counterparts which, when taken together, shall constitute one original agreement. Facsimile or electronic counterparts shall be effective as if the original signed counterpart were delivered.

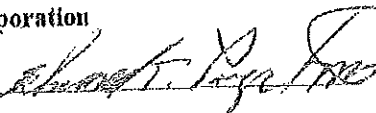
IN WITNESS WHEREOF, the undersigned each has executed this Agreement as of the Effective Date.

By:   
Name:  
Title: Owner

ATTEST:  
DEPUTY CITY CLERK  
CITY OF NEEDLES

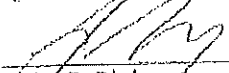
By: 

**CITY OF NEEDLES, a California municipal corporation**

By: 

By: Vice Mayor

APPROVED AS TO FORM:

By:   
John O. Pinkney  
City Attorney

**EXHIBIT "A"**

**(LEGAL DESCRIPTION OF THE PROPERTY)**

For APN/Parcel 0186-095-03-0-000 and 0186-095-04-0-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 OF PARCEL MAP NO. 19604, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 243, PAGES 98 AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

Exhibit "B"  
(Copy of Deed)



## **EXHIBIT "C"**

### **DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS**

#### **1. Scope of Development.**

**1.1 Developer's Obligation to Construct Improvements.** Subject to all of the other terms and conditions set forth in these Covenants, Conditions and Restrictions ("Covenant"), the Developer shall develop or cause the development of the Improvements, as defined below, in accordance with this Covenant, the City's Municipal Code, and the plans, drawings and documents submitted by the Developer and reasonably approved by the City as set forth herein. The Improvements shall generally consist of the following:

**1.2**

*(a) Complete a predevelopment meeting at the City offices within forty five (45) days from the date this agreement is executed.*

*(b) complete the following within one hundred and five (105) days from the date this Agreement is executed: Zoning Permit Application for Site Plan Review with all required fees and ten thousand-dollar (\$10,000.00) deposit for City staff and consultant fees*

*(c) complete the following within two hundred and eighty five (285) days from the date this Agreement is executed: Applications with all required fees for the following: General Plan Amendment, Rezoning, Conditional Use Permit and Parcel Map for condominiums "Project". (Partially complete or incomplete applications do not qualify)*

*(d) complete the entire Project and secure Certificate of Occupancy within eight hundred and thirty (830) days after the date this Agreement is executed as well as related onsite improvements and all public improvements as required pursuant to the land use approvals.*

**1.2 Local Contractors.** The Developer shall use good faith efforts to solicit and obtain bids from local businesses for the construction of the Improvements by making available to local contractors all plans for the Improvements in the manner reasonably selected by the Developer. To the extent the Developer reasonably determines it is feasible, contracts for work to be performed in connection with the construction of the Improvements shall be awarded to business concerns which are located in, or owned in substantial part by persons residing within, the City, provided, however, the Developer shall not be required to award contracts to the lowest bidder, and may award contracts in accordance with the Developer's normal contracting and purchasing policies based upon criteria such as the experience, financial strength, and dependability of the contractors and subcontractors submitting bids.

## **2. Design Review.**

**2.1 Developer Submissions.** Before commencement of construction of the Improvements upon the Property, and at or prior to the time set forth in the Schedule of Performance, as defined below in Section 4, the Developer shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits and entitlements which are required to be obtained to develop the Improvements. Developer, on or prior to the date set forth in the Schedule of Performance, shall further submit to the City such plans for the Improvements as required by the City in order for Developer to obtain building permits for the Improvements. To the extent required by the City in order to accept such plans and permit applications for processing the City shall cooperate with the Developer in order to expedite the City's review thereof (but without any representation or warranty by the City that the City will approve any such application with or without any particular conditions). Within thirty (30) days after the City's disapproval or conditional approval of such plans, Developer shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

**2.2 City Review and Approval.** The City shall have all rights to review and approve or disapprove all Design Development Drawings and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Covenant shall be construed as the City's approval of any or all of the Design Development Drawings.

**2.3 Defects in Plans.** The City shall not be responsible either to the Developer or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays caused by the City review and approval process.

**3. Land Use Approvals.** Before commencement of construction of the Improvements upon the Property, the Developer shall, at its own expense, secure or cause to be secured any and all land use, development and building entitlements, permits and approvals which may be required for the Improvements by the City or any other governmental agency with jurisdiction over such construction or work. The staff of the City shall cooperate with and assist the Developer in obtaining such entitlements, permits and approvals; provided, however, that this Covenant does not constitute the granting of such entitlements, permits and approvals. The Developer shall, without limitation, apply for and exercise commercially reasonable efforts to secure the following, to the extent required by the City, and the Developer shall pay all normal costs, charges and fees associated therewith:

- (a) General Plan Amendment and zoning change for the applicable part of the Property.

(b) A subdivision map, if required.

(c) A development agreement between the Developer and the City that provides for the Developer's payment of the City's standard development impact fee ("DIF") for the Improvements.

(d) All other discretionary entitlements, permits, and approvals required by the City, County, and other governmental agencies with jurisdiction over the Improvements.

(e) Any environmental studies and documents required pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000, et seq., with respect to any of the discretionary entitlements, permits, and approvals referred to in clauses (a)-(d), inclusive.

(f) All ministerial entitlements, permits, and approvals that may be required, including without limitation and to the extent applicable a final tract map, rough and precise grading permit(s), and approval of final building plans and permits, utility plans, public works improvement plans and any encroachment permits required for work to be performed within the public right-of-way, and landscaping plans.

**4. Schedule of Performance.** The Developer shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy in all material respects all other obligations and conditions of this Covenant, and the City shall satisfy all of its obligations and conditions pursuant to this Covenant, within the times established therefor in the Schedule of Performance ("Schedule of Performance") as set forth below:

*As per Section 1.1 above.*

**5. Cost of Construction.** All of the costs of planning, designing, developing and constructing all of the Improvements, Property preparation and grading shall be borne solely by the Developer. The City shall not be responsible to pay any of the costs of the planning, designing, developing and constructing the Improvements or Property preparation and grading.

**6. Insurance Requirements.** The Developer shall take out and maintain and shall cause its contractors and subcontractors to take out and maintain a commercial general liability policy including contractual liability, in the minimum amount of Two Million Dollars (\$2,000,000), and an automobile liability policy in the minimum amount of One Million Dollars (\$1,000,000), combined single limit, as shall protect the Developer and the City from claims for such damages, and which policies shall be issued by an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. The Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that the Developer and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Covenant carries workers' compensation insurance as required by law. The Developer shall furnish a

certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and its respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not be contributing with any insurance maintained by the City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City. The required certificate shall be furnished by the Developer at the time set forth therefor in the Schedule of Performance.

**7. Developer's Indemnity.** The Developer shall defend, indemnify, assume all responsibility for, and hold the City, and its representatives, volunteers, officers, employees and agents, harmless from all claims, demands, defense costs, and liability of any kind or nature arising out of or related to the design, construction, or operation of the Improvements or the Property, which may be caused by any acts or omissions of the Developer, whether such acts or omissions be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Covenant. The Developer shall further defend, indemnify, assume all responsibility for, and hold the City, and its officers, employees, agents, representatives and volunteers, harmless from challenges to the approval, validity, applicability, interpretation or implementation of this Covenant, the Design Development Documents, land use approvals or the California Environmental Quality Act approvals made in connection therewith.

7.1. The Developer shall have the obligation to defend any such action as to which this Section applies; provided, however, that this obligation to defend shall not be effective if and to the extent that Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Developer shall compromise or settle such action in a way that fully protects City from any liability or obligation. In this regard, Developer's obligation and right to defend shall include the right to hire (subject to written approval by the City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Developer or City. If Developer defends any such action as to which this Section applies, as set forth above, it shall indemnify and hold harmless City and its officers, employees, representatives and agents from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation.



**8. Rights of Access.** For purposes of assuring compliance with this Covenant, representatives of the City shall have the right of access to the Property, without charges or fees, during the period of construction for the purposes of this Covenant, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. The City (or its representatives) shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section.

**9. Compliance with Laws.** The Developer shall carry out the design, construction, and operation of the Improvements in conformity with all applicable laws, including the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Sections 51, et seq.

**10. Taxes and Assessments.** The Developer shall pay prior to delinquency all ad valorem real property taxes and assessments on the Property, subject to the Developer's right to contest in good faith any such taxes and assessments after payment. The Developer shall remove or have removed lien on any portion of the Property with respect to delinquent real property taxes and assessments on the Property accruing after the Closing Date. The Developer shall not apply for or receive any exemption from the payment of property taxes or assessments on any interest in or to the Property or the Improvements.

**11. Public Works Requirements.** The Developer shall carry out the construction of the Improvements and the development of the Property in conformity with all applicable federal and state labor laws. If applicable, Developer and its contractors and subcontractors shall pay prevailing wages and employ apprentices as to all public improvements only in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, et seq., and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Upon the request of the City, the Developer shall certify to the City that it is in compliance with the requirements of this Section 309.3. Developer shall be solely responsible for determining and effectuating compliance with such laws, and the City makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Improvements or any part thereof. Developer hereby expressly acknowledges and agrees that the City has not previously affirmatively represented to the Developer or its contractor(s) for the construction or development of the Improvements, in writing or otherwise, that the work to be covered by this Covenant is not a "public work," as defined in Section 1720 of the Labor Code. Developer hereby agrees that Developer shall

have the obligation to provide any and all disclosures or identifications required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. Developer shall indemnify, protect, defend and hold harmless the City, City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, or construction (as defined by applicable law) of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and hire apprentices); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law) of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Covenant and shall continue after completion of the construction and development of the Improvements by the Developer.

**12. Release of Construction Covenants.** Promptly after completion of the Improvements or any portion thereof in conformity with this Covenant, and upon the request of the Developer, the City shall furnish the Developer with a "Release of Covenants". The City shall not unreasonably withhold, condition, or delay delivery of such Release of Covenants. The Release of Covenants shall be a conclusive determination of satisfactory completion of the applicable portion of the Improvements and the Release of Covenants shall so state.

**13. Financing of the Improvements.**

**13.1 Approval of Financing.** Upon request of the City, the Developer shall submit to the City Manager reasonable evidence that the Developer has obtained sufficient equity capital and/or that the Developer has obtained commitments for construction financing necessary to undertake the development of the Property and the construction of the Improvements in accordance with this Covenant. Such evidence of financing shall include, as applicable, the following: (a) a copy of a loan commitment(s) obtained by Developer from one or more financial institutions for the mortgage loan or loans for financing to fund the construction of the

Improvements, subject to such lenders' reasonable, customary and normal conditions and terms, and/or (b) evidence reasonably satisfactory to City that Developer has sufficient funds for such construction, and that such funds have been committed to such construction, and/or other documentation reasonably satisfactory to the City Manager as evidence of other sources of capital sufficient to demonstrate that Developer has adequate funds to cover the difference between the total cost of the construction of the Improvements, less financing authorized by those loans set forth in clause (a) above. The City Manager shall approve or disapprove such evidence of financing capacity or commitments within thirty (30) days of receipt of a complete submission. Approval shall not be unreasonably withheld, delayed or conditioned. If the City Manager shall disapprove any such evidence of financing, he or she shall do so by written Notice to Developer stating the reasons for such disapproval. Upon receipt of the City Manager's disapproval of the proposed financing, the Developer shall promptly obtain and submit new evidence of financing to the City Manager. The City Manager shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section for the approval or disapproval of the evidence of financing as initially submitted. If any portion of the Developer's financing consists of secured third party loans, the Developer shall close the approved construction financing to allow the construction of the Improvements in a timely manner.

**13.2 No Encumbrances Except for Development.** Mortgages and deeds of trust shall be permitted prior to the issuance of the Release of Covenants only with the City Manager's prior written approval, which shall not be unreasonably withheld or delayed, but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, and related direct costs as well as indirect costs) on or in connection with the Property, and any other purposes necessary and appropriate in connection with development under this Covenant. The Developer shall notify the City Manager in advance of any mortgage or deed of trust. Prior to the City's issuance of its Release of Covenants for the Property, the Developer shall not enter into any such conveyance for financing encumbering the Property without the prior written approval of the City Manager.

**13.3 Holder Not Obligated to Construct Improvements.** The holder of any mortgage or deed of trust authorized by this Covenant shall not be obligated by the provisions of this Covenant to construct or complete the Improvements or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Covenant be construed so as to obligate such holder. Nothing in this Covenant shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Covenant.

**13.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.** With respect to any mortgage or deed of trust granted by the Developer as

provided herein, whenever the City may deliver any notice or demand to the Developer with respect to any Default by the Developer in completion of construction of the Improvements, the City may at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Covenant a copy of such notice or demand. Each such holder shall (insofar as the rights granted by the City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such Default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Covenant shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement reasonably satisfactory to the City. The holder, in that event, must agree to complete, in the manner provided in this Covenant, the improvements to which the lien or title of such holder relates. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of this Covenant, to a Release of Covenants. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Developer Default which requires title and/or possession of the Property (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the Default.

**13.5 Failure of Holder to Complete Developer Improvements.** In any case where, thirty (30) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Property or any part thereof receives a notice from City of a Default by the Developer in completion of construction of the Developer Improvements under this Covenant, and such holder has not exercised the option to construct or if it has exercised the option but has Defaulted hereunder and failed to timely cure such Default, the City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Property or any part thereof has vested in the holder, the City, if it so desires, shall be entitled to a conveyance from the holder to the City upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) All expenses of the foreclosure including reasonable attorneys' fees;
- (c) The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property or part thereof;



- (d) The costs of any improvements made by such holder;
- (e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City; and
- (f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Developer.
- (g) Any or all other amounts, costs or expenses payable to the holder under the holder's loan document.
- (h) The City's right to purchase any mortgage or deed of trust under this Section shall terminate upon the issuance of a Release of Covenants.

**13.6 Right of the City to Cure Mortgage or Deed of Trust Default.** In the event of a mortgage or deed of trust default or breach by the Developer prior to the completion of the construction of any of the Improvements or any part thereof, the Developer shall immediately deliver to City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the City shall have the right but no obligation to cure the default. In such event, the City shall be entitled to reimbursement from the Developer of all proper costs and expenses incurred by the City in curing such default. The City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust approved by City pursuant to this Covenant.

**14. Use and Operation in Accordance with the Covenant.** The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof to use, operate, and maintain the Property in accordance with this Covenant. All uses conducted on the Property, including, without limitation, all activities undertaken by the Developer pursuant to this Covenant, shall conform to the applicable provisions of the City Municipal Code and the recorded documents pertaining to and running with the Property. The foregoing covenant shall run with the land.

**15. Effect of Violation of the Terms and Provisions of this Covenant.** The covenants established in this Covenant shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Covenant shall remain in effect for the periods of time specified therein. The City is deemed the beneficiary of the terms and provisions of this Covenant and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Covenant and the covenants running with the land have been provided. The Covenant and the covenants shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Property. The City shall have the right, if the Covenant or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or

other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Covenant and covenants may be entitled. After issuance of a Release of Covenants for the Improvements, all of the terms, covenants, agreements and conditions set forth in this Covenant relating to the construction and development of the Property shall cease and terminate.

**16. Default Remedies.** Failure by either party to perform any action or covenant required by this Covenant within the time periods provided herein following notice and failure to cure, as described hereafter, constitutes a "Default" under this Covenant. A party claiming a Default shall give written Notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Covenant, the claimant shall not institute any proceeding against the other Party, and the other Party shall not be in Default if such Party cures such Default within thirty (30) days from receipt of such Notice, or if such Default cannot reasonably be cured within such thirty (30) day period, if the other Party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence, but in no event later than ninety (90) days after the date of receipt of the Notice.

**17. Institution of Legal Actions.** In addition to any other rights or remedies, either Party may institute an action at law or equity to seek specific performance of the terms of this Covenant, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Covenant. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California.

**18. Option to Acquire Property upon Default.** Developer agrees to enter into an Option Agreement, in the form attached hereto as **Attachment No. 1** and incorporated herein by this reference, which grants to City an option to purchase each parcel within the Property and the Improvements thereon in the event that the Developer (or its successors in interest) shall:

- (a) fail to start the construction of the Improvements as required by this Covenant for a period of ninety (90) days after written notice thereof from the City;
- or
- (b) abandon or substantially suspend construction of the Improvements required by this Covenant for a period of ninety (90) days after written notice thereof from the City; or
- (c) transfer or suffer any involuntary transfer in violation of this Covenant, and such transfer has not been approved by the City or rescinded within thirty (30) days of notice thereof from City to Developer.

**19. Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Covenant, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

**20. Non-Liability of Officials and Employees of the City.** No member, official or employee of the City or the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Covenant.

**ATTACHEMENT NUMBER 1  
TO  
DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS  
OPTION AGREEMENT**

This OPTION AGREEMENT is entered into as of January 26, 2021, by and between the CITY OF NEEDLES, a charter city ("City") and ASHOT MINASIAN ("Developer").

**R E C I T A L S**

A. Developer and City have executed a SETTLEMENT, WAIVER AND RELEASE AGREEMENT ("SETTLEMENT AGREEMENT") dated as of January 26, 2021, pursuant to which Developer has made certain covenants and agreements regarding that certain real property in the City of Needles more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

B. Under the Settlement Agreement dated January 26, 2021, the Developer has agreed to grant to City an option to repurchase the Property or any parcel within the Property upon the occurrence of certain events, as set forth therein in substitution of the terms of that certain Purchase and Sale Agreement ("PSA") dated June 11, 2019, and as further provided in the Settlement Agreement.

C. Developer desires to grant to City an option to purchase the Property on the terms and conditions set forth hereinbelow. For purposes of this Option Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Grant of Option. Developer grants to City an option ("Option") to purchase the Property on the terms and conditions set forth in this Option Agreement. The purchase price payable by City to the Developer for the Property shall be **Eighty Two Thousand Seven Hundred Eighty Nine Dollars and fifty cents (\$82,789.50)** ("Option Price"). If at the time, the City exercises its option hereunder, Developer has conveyed any lot or parcel of the Property with the consent of City, the Option Price for the remaining portion of the Property shall be reduced accordingly based on a fraction the numerator of which shall be the area of the remaining portion of the Property and the denominator of which shall be the original area of the Property and taking in consideration the Improvements only on the remaining portion of the Property.

2. Term and Consideration for Option. The term of the Option ("Option Term") shall commence on the date of this Option Agreement, and shall expire upon the recordation of a Release of Covenants with respect to the Property.



3. Exercise of Option. The Option may be exercised by City's delivery to Developer of written notice of such exercise ("Exercise Notice") only upon the occurrence of any of the following defaults of the Settlement Agreement ("Exercise Events"):

- (a) Developer shall breach the terms of the covenants contained in the Settlement Agreement or fail to start the construction of the Improvements as required by the Settlement Agreement for a period of ninety (90) days after written notice thereof from the City; or
- (b) Developer shall abandon or substantially suspend construction of the Improvements required by the SETTLEMENT AGREEMENT for a period of ninety (90) days after written notice thereof from the City; or
- (c) Developer shall transfer or suffer any involuntary transfer and such transfer has not been approved by the City or rescinded within thirty (30) days of notice thereof from City to Developer.

4. Escrow and Completion of Sale. Within five (5) days after City has exercised the Option, or as soon thereafter as reasonably practicable, an escrow shall be opened with an escrow company mutually acceptable to City and Developer for the conveyance of the Property to City. City shall deposit the Option Price in escrow not later than one (1) business day prior to the anticipated close of escrow date. City's obligation to close escrow shall be subject to City's approval of a then-current preliminary title report and, at City's option, environmental and other Property testing. Any exceptions shown on such preliminary title report created on or after the Developer's acquisition of the Property shall be removed by Developer at its sole expense prior to the close of escrow pursuant to this Section 4 unless such exception(s) is(are) accepted by City in its reasonable discretion; provided, however, that City shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of Developer's acquisition of the Property, (iii) liens and encumbrances in favor of the City of Garden Needles, and (iv) matters shown as printed exceptions in the standard form ALTA owner's policy of title insurance. The parties shall each be responsible for one-half of the escrow fees, documentary transfer taxes, recording fees and any other costs and expenses of the escrow, and the Developer shall be responsible for the cost of an ALTA owner's policy of title insurance to be provided to the City. City shall have thirty (30) days after exercise of the Option to enter upon Property to conduct any tests, inspections, investigations, or studies of the condition of the Property. Developer shall permit City access to the Property for such purposes. City shall indemnify, defend, and hold harmless Developer and its officers, directors, shareholders, partners, employees, agents, and representatives from and against all claims, liabilities, or damages, and including expert witness fees and reasonable attorney's fees and costs, caused by City's activities with respect to or arising out of such testing, inspection, or investigatory activity on the Property. Escrow shall close promptly after acceptance by City of the condition of title and the physical and environmental condition of the Property. Until the Closing, the terms of the SETTLEMENT AGREEMENT and the documents executed and

recorded pursuant thereto shall remain in full force and effect.

5. Failure to Exercise Option. If the Option is not exercised in the manner provided in Section 3 above before the expiration of the Option Term, the Option shall terminate. Upon receipt of the written request of Developer, City shall cause a quitclaim deed terminating or releasing any and all rights City may have to acquire the Property ("Quitclaim Deed") to be recorded in the Official Records of San Bernardino, California.

6. Assignment and Nomination. City shall not assign its interest hereunder without the approval of the Developer, which may be given or withheld in Developer's sole and absolute discretion; provided that City may nominate another person or entity to acquire the Property, and the identity of such nominee shall not be subject to the approval of the Developer.

7. Title. Following the date hereof, except as permitted by the SETTLEMENT AGREEMENT, Developer agrees not to cause, and shall use commercially reasonable efforts not to permit, any lien, easement, encumbrance or other exception to title to be recorded against the Property without City's prior written approval, such approval not to be unreasonably withheld.

8. Representations and Warranties of Developer. Developer hereby represents, warrants and covenants to City as follows, which representations and warranties shall survive the exercise of the Option and the Close of Escrow:

(a) that this Option Agreement and the other documents to be executed by Developer hereunder, upon execution and delivery thereof by Developer, will have been duly entered into by Developer, and will constitute legal, valid and binding obligations of Developer;

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which Developer is a party or by which it is bound; and

(c) Developer shall pay, prior to delinquency, any and all real property taxes and assessments which affect the Property. Developer agrees to indemnify, protect, defend, and hold City and the Property harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of Developer, shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the Close of Escrow.

9. Representations and Warranties of City. City hereby represents and warrants and covenants to Developer, as follows, which representations and warranties shall survive the Close of Escrow:

(a) that this Option Agreement and the other documents to be executed by City hereunder, upon execution and delivery thereof by City, will have been duly entered into by City, and will constitute legal, valid and binding obligations of City, and

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which City is a party or by which it is bound.

10.1 Paragraph Headings. The paragraph headings used in this Option Agreement are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Option Agreement.

10.2 Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Option Agreement shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

To Developer:

To City:

10.3 Binding Effect. The terms, covenants and conditions of this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

10.4 Entire Covenant. This Option Agreement sets forth the entire agreement between the parties hereto respecting the Option, and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Option Agreement.

10.5 California Law. This Option Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

10.6 Time of the Essence. Time is of the essence of each and every provision of this Option Agreement.

10.7 Counterparts. This Option Agreement may be signed by the parties hereto in

duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.

10.8 Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including appeal of and/or enforcement of a judgment.

10.9 Computation of Time. All periods of time referred to in this Option Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Saturdays, Sundays and state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to this Option Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

IN WITNESS WHEREOF, this Option Agreement is executed by the parties hereto on the date first above written.

**SELLER:**

CITY OF NEEDLES

By: *Edward T. Pagan*

Its: *Vice Mayor*

Date: *2-26-21*

**BUYER:**

ASHOT MINASIAN

By: *AShot*

Its: *owner*

Date: *9/14/2022*

## EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

SBEMP (rlp)  
1800 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 0186-095-03-0000, 0186-095-04-0000

### MEMORANDUM OF SETTLEMENT AGREEMENT AND OPTION

This Memorandum of Settlement Agreement and Option ("Memorandum") dated as of January 26, 2021, is entered into by and between Ashot Minasian ("Optionor") and the City of Needles, a charter city ("Optionee").

1. **Settlement Agreement.** On or about June 11, 2019, Optionor and Optionee entered into that certain Settlement, Release and Waiver Agreement dated January 26, 2021 ("Agreement") pursuant to which Optionor agreed to certain development covenants which are incorporated herein by this reference and an option to Optionee ("Option") to purchase the real property located in San Bernardino County, City of Needles, California the terms of which are incorporated herein by this reference which property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Property").

2. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation to give notice of the Agreement. Reference is made to the Agreement for the specific provisions of the Option and the terms and conditions of the Settlement Agreement related thereto. A copy of the Settlement Agreement and Option Agreement is available for review in the City Hall of the City of Needles located at 817 Third Street, Needles, CA 92363.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the day and year first above written.



OPTIONEE:  
CITY OF NEEDLES

By: [Signature]

Its: Vice Mayor

Date: 3-2-2021

OPTIONOR:

By: [Signature]

ASHOT MINASIAN  
Its: [Signature]

Date: 9/14/22

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

For APN/Parcel 0186-095-03-0-000 and 0186-095-04-0-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 OF PARCEL MAP NO. 19604, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 243, PAGES 98 AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

ACKNOWLEDGMENT  
OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA )  
County of Los Angeles ) SS.

On 9/14/2022 before me, Mariam Leylekyan Notary Public,  
personally appeared Ashot Minassian who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

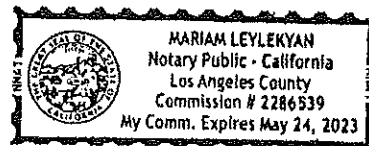
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Notary Public

(Seal)



## **PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This AGREEMENT is entered into effective as of June 11, 2019, by and between THE CITY OF NEEDLES, a charter city ("***Seller***"), and Ashot Minasian ("***Buyer***"), for acquisition by Buyer of certain real property hereinafter described.

### **RECITALS**

WHEREAS, Buyer desires to acquire all of Seller's right, interest, and title in and to the real property ("***Property***") located in the City of Needles, California, and is further identified Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the sale will be on an "as-is where-is" basis; and

WHEREAS, Seller desires to sell to Buyer said Property subject to the conditions and covenants set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

### **SECTION 1 PURCHASE AND SALE**

1.1 Property; Agreement to Purchase Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property in accordance with the terms, covenants and conditions set forth in this Agreement.

1.2 Purchase Price. The purchase price of the Property ("***Purchase Price***") shall be the amount of **One Hundred and Ten Thousand Dollars, Three Hundred and Eighty Six Dollars (\$110,386.00)**.

1.3 Payment. The Purchase Price will be paid by federal wire transfer to Escrow Agent of immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by "***Escrow Agent***", identified in **Section 9.7.4** below, and executed by Buyer and Seller ("***Closing Statement***").

1.4 Amount and Deposit of Earnest Money. Within 48 hours the Effective Date, Buyer deposited with Escrow, an earnest money deposit in the amount of **Eleven Thousand Dollars (\$11,000.00)** (hereinafter the "***Earnest Money***"). The Earnest Money shall be deposited in Escrow Agent's non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with Section 4.

### **SECTION 2 ESCROW**

2.1 Establishment of the Escrow. An escrow for this transaction ("***Escrow***") shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow

shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.

2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. The Closing of Escrow shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to Section 5.3, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement and any Buyer's Closing instructions. The date for the Closing ("**Closing Date**") shall be on the tenth day after the expiration of the Due Diligence Period.

2.3 Acceptance of Escrow. By accepting this Escrow, Escrow Agent agrees to the terms of this Agreement solely as they relate to the duties of Escrow Agent.

2.4 Escrow Instructions. This Agreement constitutes escrow instructions to Escrow Agent. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Escrow Agent's engagement. If there are conflicts between the terms of this Agreement and the terms of the Escrow Agent's standard form printed escrow instructions, the terms of this Agreement will control.

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

### **SECTION 3 INFORMATION TO BE PROVIDED TO BUYER**

3.1 Seller Deliverables. Within five (5) days of the Effective Date, Seller shall provide, or cause to be provided to Buyer, only the following to Buyer:

3.1.1 Preliminary Title Report. A current preliminary title report (the "**Title Report**") for the Property prepared by Escrow Agent. The Title Report will show the vesting title to the Property as of the date of the Title Report and will be accompanied by legible copies of all documents referred to in the Title Report.

### **SECTION 4 MATTERS RELATING TO THE ESCROW PERIOD**

4.1 Title and Survey Review.

4.1.1 Survey. Buyer may obtain an ALTA survey of the Property (the "**Survey**") at no cost to Seller provided that to do so does not delay the Closing. In the event Buyer obtains an ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same.

4.1.2 Title Review; Cure. Buyer will have ninety (90) days from the Effective Date (the "**Title Review Period**") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("**Buyer's Objection Notice**"), either:



(a) Terminate this Agreement, in which case the Earnest Money shall be returned to Buyer; or

(b) Provisionally accept title subject to Seller's removal of any disapproved matters, exceptions or objections (the "*Disapproved Items*"), in which case Seller may, within five (5) days following receipt of Buyer's Objection Notice (the "*Title Cure Period*"), agree to remove some or all of the Disapproved Items prior to Closing or obtain endorsements to the Title Policy in form satisfactory to Buyer insuring against the Disapproved Items, by giving Buyer written notice ("*Seller's Cure Notice*") of the specific Disapproved Items which Seller agrees to so remove or endorse over (the "*Cure Items*"). If, during the Title Cure Period, Seller does not timely agree to remove or endorse over all of the Disapproved Items, then, at Buyer's election by written notice given within five (5) days following expiration of the Title Cure Period (i) this Agreement will be terminated and the Earnest Money refunded to Buyer, or (ii) Buyer may waive the Disapproved Items that Seller elected not to agree to remove or endorse over, and such matters shall be deemed Approved Title Exceptions, as defined in Section 4.1.2(d) below. If, within such 5-day period, Buyer fails to waive in writing the Disapproved Items that Seller elected not to agree to remove or endorse over, Buyer will be deemed to have elected to terminate this Agreement.

(c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this Section 4.1, and Buyer need not give any Buyer's Objection Notice as to those items. Seller agrees that all such monetary liens and encumbrances, regardless of the amount, will be released from the Property by Seller at Seller's sole expense on or before the Closing.

(d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in section 4.1.2(b), as disclosed by the Title Report within the Title Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement "*Approved Title Exceptions*" means:

(i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to Section 6.2.4 below);

(ii) those matters approved or deemed approved by Buyer in accordance with this Section 4.1 which are disclosed in the Title Report (other than the "standard exceptions") and the Survey, if obtained by Buyer; and

(iii) any other matters approved by Buyer in writing.

(e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in San Bernardino County, California, are referred to herein as the "*Title Requirements*".

4.2 Buyer's Right to Enter and Inspect the Property. From time to time following the Effective Date, Buyer and/or Buyer's representatives, contractors, and agents may enter the Property to examine the

Property, to conduct non-invasive tests, inspections, studies.

4.2.1 Buyer Restoration and Indemnity. Buyer will restore any physical damage to the Property caused by Buyer's Studies, and will indemnify, defend and hold harmless Seller and Seller's public officials, Council Members and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs caused by Buyer's Studies (unless resulting from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Buyer and/or Buyer's representative will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured prior to entering the Property.

4.2.2 Investigation Contingency; Due Diligence Period. Buyer shall have until thirty (30) days after the Effective Date to complete the Buyer's inspections and approve or disapprove the Property ("Due Diligence Period"). Buyer's failure to timely approve or disapprove shall be deemed approval. If Buyer disapproves the Property, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer.

## SECTION 5 CLOSING DOCUMENTS; TITLE POLICY

5.1 Seller's Closing Documents. On or before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, endorsed and, where appropriate, acknowledged, and will be in form and substance reasonably satisfactory to Buyer, Buyer's legal counsel and Escrow Agent:

5.1.1 Closing Statement. The estimated Closing Statement.

5.1.2 Quitclaim Deed. A Quitclaim Deed conveying the Property to Buyer ("Quitclaim Deed").

5.1.3 FIRPTA Affidavit. An affidavit, signed and acknowledged by Seller under penalty of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations.

5.1.4 California Withholding Certificate. A duly executed California Franchise Tax Board ("FTB") Form 593-C Withholding Certificate and such other documents required by Escrow Agent in order to comply with California withholding requirements.

5.1.5 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to transfer and convey the Property to Buyer and to otherwise close this transaction and issue the Title Policy to Buyer in accordance with the terms of this Agreement.

5.2 Buyer's Closing Deliveries. On or before the Closing Date, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

5.2.1 Closing Statement. The estimated Closing Statement.

5.2.2 Preliminary Change of Ownership Report. A Preliminary Change of Ownership Report as required by law.

5.2.3 Documentary Transfer Tax Affidavit. A Documentary Transfer Tax Affidavit as required by law.

5.2.4 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to close this transaction in accordance with the terms of this Agreement.

5.2.5 Buyer's Closing Funds. The cash portion of the Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.

5.3 Title Policy. Closing is contingent upon Escrow Agent's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Escrow Agent's Title Requirements (as defined in 4.1.2(e) above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those which Seller is obligated to satisfy under this Agreement.

## SECTION 6 CLOSING THE TRANSACTION

6.1 Closing Deadline. The Closing shall occur on or before the Closing Date.

6.2 Closing Costs and Prorations.

6.2.1 Escrow Fees. Seller and Buyer will each pay one-half (1/2) of the Escrow fees.

6.2.2 Title Insurance Fees. Seller will pay for the Title Report and the premium for a ALTA standard coverage owners Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, the cost of any endorsements, if requested by Buyer and provided the closing is not delayed as a result.

6.2.3 Recording Fees. Seller will pay the recording fees for recording the Quitclaim Deed, the documentary transfer tax and any County or City transfer tax, and all title clearance costs to remove liens, encumbrances or other title matters which are Seller's responsibility.

6.2.4 Prorations. Seller is responsible for paying all taxes, assessments, fees, and other charges for years prior to the year of Closing and any supplemental taxes attributable to periods prior to Closing. All such items due and payable in the year of the Closing will be prorated in Escrow as of Closing, based upon the most current information then available to Escrow Agent. If, at the Closing, actual tax or assessment information is not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual tax or assessment information, Buyer and Seller will re-prorate real estate taxes and assessments among themselves and make any necessary adjusting payments.

6.2.5 Miscellaneous Closing Costs. Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or, in the

absence of such agreement, according to the usual and customary practice in San Bernardino County, California.

6.3 Seller's Obligation to Deposit Additional Funds. Seller hereby authorizes Escrow Agent to use so much of proceeds otherwise payable to Seller at Closing as is necessary to pay all costs and other amounts payable by or otherwise chargeable to Seller pursuant to this Agreement.

6.4 Buyer's Obligation to Deposit Additional Funds. On or before the Closing Date, Buyer will deposit with Escrow Agent cash in an amount sufficient to pay all costs and other amounts payable by or otherwise chargeable to Buyer pursuant to this Agreement.

## SECTION 7 ADDITIONAL COVENANTS

7.1 Possession. At the Closing, Seller shall deliver possession of the Property to Buyer.

7.2 Risk of Loss. Except as to any matter caused by the act, omission, negligence or willful misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in Section 4.2 and Section 7.5; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a Third Party will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, the parties agree that if such loss is greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. In the event the loss or damage to Property is less than ten percent (10%) of the Purchase Price, Seller may repair the damage prior to the Closing. In the event Seller does not make the repairs to Buyer's reasonable satisfaction, Buyer shall be entitled to a reduction in the purchase price or an assignment of insurance proceeds, if any, in an amount equal to the loss or damage.

7.3 Condemnation. If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "Condemnation Notice") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this Section 7.3 the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent, (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall pay the entire award to Escrow Agent to be held in Escrow pending (i) the Closing, in which case the award shall be credited against the Purchase Price due at Closing, or (ii) termination of this Agreement for any other reason, in which case the award shall be disbursed to Seller.

7.4 Brokerage. Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other Person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement. If any Person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming

will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any Claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.

7.5 Property Sold "As Is".

7.5.1 Limitation of Seller Representations and Warranties. Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. *Except for Seller's express representations and warranties set forth in this Agreement* (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.

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

7.5.3 Buyer's Development Covenants. Buyer and Seller agree that the covenants in this Section 7.5.3 are a material part of the consideration to Seller under this Agreement and that Seller would not have entered into this Agreement were it not for the covenants and agreements in this Section 7.5.3 as also reflected in the Quitclaim Deed. Buyer shall commence



construction of a building containing a quantity of square feet satisfactory to Seller in its sole and absolute discretion within 12 months after the recordation of the Quitclaim Deed and diligently complete the same thereafter. If Buyer fails to so commence construction within said 12 months and diligently complete the same thereafter, Seller shall have the option to repurchase the real property from Buyer for the consideration for the real property paid to Seller less twenty five percent (25%) provided that Seller provides notice of such exercise within two years of the breach of this covenant. The transaction shall be documented pursuant to the Purchase Agreement and Joint Escrow Instructions pursuant to which the deed was delivered. This covenant shall run with the land and be binding on Buyer's successors and assigns.

#### **SECTION 8 REMEDIES**

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

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

BUYER'S INITIALS: A.M.

SELLER'S INITIALS: [Signature]

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

#### **SECTION 9 GENERAL PROVISIONS**

9.1 Assignment. Buyer shall not have the right to assign this Agreement, or any interest therein, or a controlling interest in Buyer.

9.2 Binding Effect. The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns, including, without limitation, all members of Seller irrespective of any dissolution of Seller after execution of this Agreement or after consummation of a Closing.

9.3 Attorneys' Fees. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court.

9.4 Waivers. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.

9.5 Construction. This Agreement will be construed according to the laws of the State of California, without giving effect to its conflict of laws principles. References in this Agreement to "Sections" are to the Sections in this Agreement, unless otherwise noted. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had an equal role in its negotiation and preparation.

9.6 Time of the Essence. Time is of the essence of this Agreement.

9.7 Notices.

9.7.1 Any demand, notice or communication required or permitted to be given under this Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services ("*Overnight Delivery*"), or (d) when transmitted by e-mail or telephone facsimile (provided that such Notice is confirmed on the same day by sending a copy to the addressee(s) by Overnight Delivery), in each case addressed to the parties at their respective addresses set forth below (or to such other address as the Parties hereto may designate by notice in the manner set forth herein). Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

9.7.2 Notice to Seller shall be sent to:

City of Needles  
Attn: City Manager  
817 Third Street  
Needles, CA 92363  
[cdanielst@cityofneedles.com](mailto:cdanielst@cityofneedles.com)

9.7.3 Notice to Buyer shall be sent to:

Ashot Minasian  
15050 Sherman Way Apt #112  
Van Nuys, CA 91405  
[ashotminasian@hotmail.com](mailto:ashotminasian@hotmail.com)

9.7.4 Notice to Escrow Agent shall be sent to:

Fidelity National Agency  
3640 Highway 95  
Bullhead City AZ 86442  
Fax: 928 763 4434  
Jill.Jackson@ctt.com

9.7.5 Each party may change their address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

9.8 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

9.9 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to "days" shall mean calendar days unless the Agreement expressly states "business" days.

9.10 No Third Party Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto and no such Person shall have any right or cause of action hereunder.

9.11 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

9.12 Entire Agreement. This Agreement, which includes the Exhibits constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Buyer and Seller.

*[signatures follow]*

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

**SELLER:**  
CITY OF NEEDLES

By: [Signature]

Its: [Signature]

Date: 6-11-19

**BUYER:**

By: [Signature]  
MR. ASHOT MINASIAN

Date: 06/06/2019

**ATTEST:**

[Signature]  
Dale Jones, Secretary

**APPROVED AS TO FORM:**

SBEMP LLP

[Signature]

**ACCEPTED AND AGREED TO SOLELY  
FOR PURPOSES OF ACTING AS  
ESCROW AGENT:**

By: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**APN: 0186-095-04-0000, 0186-095-03-0000**

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



MAIL TAX STATEMENTS AND RECORDED  
DEED TO:

APN: #

SPACE ABOVE THIS LINE RECORDER'S USE

Documentary Transfer Tax:

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF NEEDLES ("Grantor" "Seller"), hereby grants to Ashtat Properties, Inc. ("Grantee" or "Buyer"), the following described real property in the City of Needles, County of San Bernardino, State of California, together with (i) all rights, privileges and appurtenances belonging or appertaining thereto and (ii) all right, title and interest of Grantor in and to any street or alley, opened or proposed, abutting such real property:

See Exhibit "A" attached hereto and incorporated herein by reference.

*Buyer shall commence construction of a building containing a quantity of square feet satisfactory to Seller in its sole and absolute discretion within 12 months after the recordation of the Quitclaim Deed and diligently complete the same thereafter. If Buyer fails to so commence construction within said 12 months and diligently complete the same thereafter, Seller shall have the option to repurchase the real property from Buyer for the consideration for the real property paid to Seller less twenty five percent (25%) provided that Seller provides notice of such exercise within two years of the breach of this covenant. The transaction shall be documented pursuant to the Purchase Agreement and Joint Escrow Instructions pursuant to which this deed was delivered. This covenant shall run with the land and be binding on Buyer's successors and assigns.*

Dated: June 12, 2019

GRANTOR:

THE CITY OF NEEDLES

By: [Signature]

Date: 6/12/2019

**EXHIBIT "A"**

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

ACKNOWLEDGMENT  
OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) SS.  
County of San Bernardino )

On June 12, 2019, 2019 before me, Katherine B. Bernal, Notary Public, personally appeared William B. Bernal who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Katherine B. Bernal  
Notary Public

(Seal)





## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** February 14, 2023

**Title:** City Council Resolution No. 2023-12  
A Resolution of the City Council of the City of Needles Authorizing the City Council to Assume the Governing Body Responsibilities for Needles Housing Authority

**Background:** The Needles Housing Authority (NHA) was formed in the late 1940's for the purpose of providing affordable housing for Needles residents. Their primary project is to manage affordable housing units on Bailey Avenue. The NHA also provides rental vouchers for qualified low- and moderate-income individuals and families that qualify under U.S. Department of Housing and Urban Development and California Housing and Community Development Department guidelines. The NHA Board of Commissioners is appointed by the City Council on staggered terms.

Affordable housing is critical to the City's economic prosperity. The lack of affordable housing has caused over 450 new workers in Needles to seek housing in AZ weakening the City's effort to bolster existing businesses and recruit new retail businesses such as a grocery store or other restaurants and services. The City is in dire need of affordable for seniors, veterans, young families, and existing homeowners. The State Department of Housing and Community Development and U.S Department of Housing and Urban Development have made available billions of dollars for affordable housing for low- and moderate-income individuals and families based on the following identified income levels:

| Number of Persons in Household:                          |                      | 1     | 2     | 3     | 4            | 5      | 6      | 7      | 8      |
|--|----------------------|-------|-------|-------|--------------|--------|--------|--------|--------|
| San Bernardino County<br>Area Median Income:<br>\$87,400 | Acutely Low          | 9150  | 10500 | 11800 | 13100        | 14150  | 15200  | 16250  | 17300  |
|  | Extremely Low        | 18500 | 21150 | 23800 | 27750        | 32470  | 37190  | 41910  | 46630  |
|  | Very Low Income      | 30800 | 35200 | 39600 | 44000        | 47550  | 51050  | 54600  | 58100  |
|  | Low Income           | 49300 | 56350 | 63400 | 70400        | 76050  | 81700  | 87300  | 92950  |
|  | <b>Median Income</b> | 61200 | 69900 | 78650 | <b>87400</b> | 94400  | 101400 | 108400 | 115350 |
|  | Moderate Income      | 73450 | 83900 | 94400 | 104900       | 113300 | 121700 | 130100 | 138450 |

The Needles median household income approximately \$42,000, up over \$10,500 since 2018. The vast majority of Needles residents could qualify for senior, veterans, or first-time homebuyers housing programs, housing rehabilitation for existing resident homeowners, thus ending the housing shortage within 5 years. The City's future housing need is based on population and employment growth projections over the 2021–2029 period. Based on these projections, HCD assigns each region in California a Regional Housing Needs Allocation (RHNA), which requires regions to address housing issues and needs (California Government Code Section 65584). Table 32 from the Needles Adopted Housing element shows the RHNA target for the time period from 2021 to 2029

for each of the five household income groups for the City of Needles. The City has a total of 87 units for its RHNA (shown below).

Table 32: City of Needles 2021–2029 RHNA

| Income Group   | Number of Units | Percentage |
|----------------|-----------------|------------|
| Extremely Low* | 5               | 5.7%       |
| Very Low       | 5               | 5.7%       |
| Low            | 11              | 12.7%      |
| Moderate       | 16              | 18.4%      |
| Above Moderate | 50              | 57.5%      |
| Total          | 87              | 100.0%     |

Source: Southern California Association of Governments, 6th Cycle Final RHNA Allocation Plan 2021.

William Rhodes, Deputy Director of the LA Field Office has notified the City and the NHA that the NHA is being recommended for listing as a “Troubled Agency”. The NHA is considered a “Late Presumptive Failure” resulting in zero points for its Financial Condition. The NHA has not submitted federally mandated financial statements or third-party audits for the last two years. The NHA also scored zero points for Management Operations. Their overall HUD evaluation indicates a 43 of 100 points leading to the Troubled Agency designation. The City has repeatedly offered to help the NHA with no response. There were no public meetings of the NHA Board from March 2020 until September 2022.

State law requires the NHA to report their accomplishments to the City annually. No report has been made in the last 10 years.

While the City has taken great strides in meeting it’s housing policy obligations and is one of a very few of the local governments in full compliance with state law, the Southern California News Group recently wrote a series of articles which indicate that “Most cities are falling behind in affordable housing mandate.” In that article they assign Needles an F in Housing Implementation. The NHA is the City’s housing implementation agency.

Section 34290(a) provides that “As an alternative to the appointment of Commissioners of the authority, the governing body of any county or city, at the time of adoption of a resolution or anytime thereafter, may declare itself to be the Commissioners of the authority”.

**Conclusion:** The NHA is not functioning properly, nor has it been in at least a decade in meeting the housing and economic development needs of Needle’s businesses and residents. (The NHA has recently appointed a new Executive Director who is doing her best and should not be held accountable for a decade of leadership non-performance.)

**Fiscal Impact:** Affordable housing creates more housing options for the jobs that are being created locally and increases local tax revenue for the City.

**Recommended Action:** Approve Resolution No. 2023-12, prepared by the City Attorney which does the following:



- Declares the City Council to be the Commissioners of the Needles Housing Authority pursuant to California Health and Section 34290,
- Direct staff to develop a subsequent ordinance for City Council consideration to create a housing commission, similar to the Planning and or the Parks and Recreation Commission
- Appoint the Mayor and Vice Mayor to be the Chair and Vice Chair of the Authority
- Declare that the City Manager or his designee is hereby delegated all authority necessary to implement this Resolution including financial and personnel/labor matters and to report regularly to the City Council on progress..

**Submitted By:** Rick Daniels, City Manager  
Lena Wade, Deputy City Attorney

**City Management Review:** Rick

**Date:** 2/10/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 17

## **RESOLUTION NO. 2023-12**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES DETERMINING THAT THE CITY COUNCIL SHALL SERVE AS THE BOARD OF COMMISSIONERS OF THE NEEDLES HOUSING AUTHORITY**

**WHEREAS**, as provided in California Housing Authorities Law, Health and Safety Code sections 34200 et seq., since 1951, there has been a housing authority in the City of Needles ("City") known as the Needles Housing Authority; and

**WHEREAS**, in 1952, the City by resolution, declared that there was a need for a housing authority in the City because (a) insanitary or unsafe inhabited dwelling accommodations existed in the City, and/or (b) there was a shortage of safe and sanitary dwelling accommodations in the City available to persons of low income at rentals they could afford, pursuant to California Health and Safety Code section 34242; and

**WHEREAS**, since in or about 1952, the City Council has appointed residents of the City to serve as commissioners of the Needles Housing Authority pursuant to California Health and Safety Code section 34270; and

**WHEREAS**, California Health and Safety Code section 34290(a) provides, "As an alternative to the appointment of commissioners of the authority, the governing body of any county or city, at the time of the adoption of a resolution pursuant to Section 34240 or at any time thereafter, may declare itself to be the commissioners of the authority, in which case, all the rights, powers, duties, privileges and immunities, vested by this chapter in the commissioners of an authority, except as otherwise provided in this article, shall be vested in the governing body;" and

**WHEREAS**, California Health and Safety Code section 34290(b) provides, "If the governing body of any county or city has declared itself to be the commissioners of the authority, the governing body shall also appoint two tenants of the authority as commissioners if the authority has tenants, or within one year after the authority first does have tenants..." and

**WHEREAS**, California Health and Safety Code section 34290(c) provides, "As an alternative to appointment of tenants of the authority as commissioners of the authority pursuant to subdivision (b), if a housing commission is created as provided in Section 34291, the governing body may make tenant appointments pursuant to subdivision (b) to the commission rather than to the authority..." and

**WHEREAS**, California Health and Safety Code section 34292 provides, "A governing body of a county or city which has declared itself to be the commissioners of the authority pursuant to Section 34290 may, by ordinance, create a housing commission. The number of members thereof, their terms of office, their qualifications, and the method of their appointment and removal shall be as provided by ordinance;"

**WHEREAS**, the City Council of the City of Needles finds that it is in the best interest of the community, at this time, for the City Council to serve as Commissioners of the Needles Housing Authority.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to California Health and Safety Code section 34290, the City Council of the City of Needles, California hereby declares itself to be the Commissioners of the Needles Housing Authority and that all rights, powers, duties,

privileges, and immunities vested by the Housing Authorities Law in such Authority shall be and are vested in said Commissioners.

**BE IT FURTHER HEREBY RESOLVED** that the City Council hereby appoints Janet Jernigan, the Mayor, and Kirsten Merritt, Vice Mayor, from among its members to be the Chairman and Vice Chairman, respectively, of the Needles Housing Authority.

**BE IT FURTHER HEREBY RESOLVED** that the rules of order of the City Council, as adopted from time to time, shall be the rules for the conduct of the meetings of the Needles Housing Authority.

**BE IT FURTHER HEREBY RESOLVED** that said Needles Housing Authority shall regularly meet on the days and at the times as the City Council of the City of Needles or as determined by the City Council.

**BE IT FURTHER HEREBY RESOLVED** that the City Manager shall inform the former Commissioners of the Needles Housing Authority who had been appointed pursuant to California Health and Safety Code section 34270 that from the effective date of this Resolution, the City Council is and shall be the sole Board of Commissioners of the Needles Housing Authority.

**BE IT FURTHER RESOLVED** that the City Manager or his designee is hereby delegated all authority necessary to implement this Resolution.

**BE IT FURTHER RESOLVED** that the Recitals set forth above are true and correct.

**BE IT FURTHER RESOLVED** that all portions of this Resolution are severable. Should any individual provision or portion of a provision of this resolution be adjudged to be invalid and unenforceable, the remaining provisions and portions of provisions shall be and continue to be fully effective, except as to the provision(s) and/or portion(s) of provisions that have been judged to be invalid.

**BE IT FURTHER HEREBY RESOLVED** that this Resolution shall become effective on its adoption.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 14<sup>th</sup> day of February 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

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Janet Jernigan, Mayor

ATTEST:

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Dale Jones, City Clerk

APPROVED AS TO FORM:

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John O. Pinkney, City Attorney

## Rick Daniels

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**From:** Rick Daniels  
**Sent:** Thursday, February 9, 2023 9:48 AM  
**To:** Julie Bigham  
**Cc:** Lena D. Wade (Wade@sbemp.com); Patrick Martinez; Darla Walters (getrdonedw@yahoo.com); william.m.rhodes@hud.gov  
**Subject:** RE: Needles Response to NHA Questions  
**Attachments:** City Council As Commissioners of NHA Draft Resolution..docx; CA022-REAC-Troubled-Designation-Status-Assessment.docx; FW: Troubled PHA(s) schedule for release (CA022)

In response to your questions, please see the responses below.

Additionally with the notification today from William Rhodes, Director HUD the NHA is being put on the "Troubled Agency " list. At HUD's request, I have been invited to your weekly call tomorrow. With this notification, the City has an even greater concern about the NHA's ability to salvage this once high achieving, and necessary public service agency. Mr. Rhodes has informed the City that the situation is getting worse, not better.

The matter has now escalated to the point of the questionable viability of the NHA in it's current condition and form. The City believes deeply in the objectives of the NHA in providing affordable housing for all who qualify; seniors, veterans, first time home buyers or any other low and moderate resident or housing provider to the client group. It is through well-run housing programs that the City will continue to economically prosper into the future.

The responses below to your questions will form the basics of my assessment of the NHA. The City Council will be presented a resolution for it to assume the governing body role of the NHA in order to save it. (See attached Draft Resolution prepared by the City Attorney)

Rick Daniels, City/NPUA Manager  
817 Third Street  
Needles, CA 92363  
760-326-2113, ext 113 Office  
760-408-4350 Mobile  
[rdaniels@cityofneedles.com](mailto:rdaniels@cityofneedles.com)

Copy to  
City Council  
City Attorney  
William Rhodes, Deputy Director, HUD LA Field Office

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**From:** Julie Bigham <JBighamnha@outlook.com>  
**Sent:** Tuesday, February 7, 2023 9:51 AM  
**To:** Rick Daniels <rdaniels@cityofneedles.com>  
**Subject:** Questions



Hey Rick,

I read in the paper that you are assessing the Needles Housing Authority and you asked that Needles Housing Authority to come to the meeting and give a list of accomplishments.

1. Why are you assessing the Needles Housing Authority?
2. What accomplishments are you looking for?
3. Also why would Lena Wade looking over the Housing Authority's employee handbook a conflict of interest?

Thank you

*Julie Bigham*

Executive Director  
Needles Housing Authority  
908 Sycamore Drive  
Needles CA 92363  
760-326-3222

Dear Julie:

This email is in response to the questions you posed to me in an email yesterday.

### **1. Why are you assessing the Needles Housing Authority?**

You stated in the email that you had read in the newspaper that the City is assessing the Needles Housing Authority (NHA) and that the City has asked for a list of NHA accomplishments. This is correct.

As you are aware, the City Council appoints members to the NHA Board of Commissioners. As I stated in my January 9, 2023, letter to Darla Walters, NHA Chair, during a meeting with Chairman Walters, and twice at the NHA Board meetings, the City Council has directed me to assess the NHA and NHA's role in assisting the City residents and builders in addressing the critical housing shortage. The Council is aware that many people who work in Needles live across the river because of the housing shortage. Housing growth is a priority for the City Council. Of the most recent 600 new jobs created in Needles, employees filling over 450 of these jobs could not find housing in Needles. Most of these people found housing in Arizona and other neighboring communities. If those people could have found housing in Needles, the City's population would have been 1,500 to 2,000 greater, likely making Needles more attractive to new retailers looking to locate here. As I have communicated to the NHA since last June, the City needs an aggressive grant searching housing partner to secure housing programs for seniors, veterans, and first-time homebuyers, in addition to housing for our growing workforce. The median household income in Needles is \$42,000. Nearly every potential resident can qualify for some form of affordable housing assistance.

In addition, according to the Public Employees Relations Board, the NHA was served with an organization petition over two months ago. We understand that the NHA has not made a timely response. The City has recently been provided notice of the petition from PERB. We have also been informed that there is a labor dispute with Teamsters which has resulted in the City being notified of an alleged unfair labor practices claim against the NHA. I have requested an explanation from NHA and, again, no response.

Because of concerns with the NHA's performance, HUD has contacted the City and has who advised in correspondence today that the NHA has received a "troubled agency" designation—a copy of the REAC

Troubled Designation Status Assessment is attached. According to HUD leadership, the situation is getting worse, not better. The City cannot afford to have the NHA declared "troubled" and disbanded. We have been informed that the NHA is already ineligible for grant funding due to its audit status and other deficiencies. We have many concerns such as, "If the NHA is labeled as "troubled" who is responsible for the outstanding balance on the original loan?"

The City Council is responsible for appointing Board members; thus, we have some liability for the performance of the NHA. The Council wants to know why the NHA is having trouble meeting its basic obligations.

Recently the City Clerk was informed by the Chairperson that she was resigning from the Board, and there will be more to come. Additionally, we were notified that a Commissioner has resigned. In discussions with the former Commissioner, she mentioned that there is nothing occurring that is helpful to addressing the housing shortage in Needles and objections to the operating protocol of the NHA.

When a City Councilor and I attended the last NHA Board meeting, there were items that the NHA was trying to discuss and consider in closed session which are not eligible for closed session consideration under the Brown Act. There seemed to be a basic misunderstanding about the requirements of operating a public agency.

## **2. What accomplishments are you looking for?**

I have reviewed the California Housing Authorities Law and applicable federal regulations regarding the Housing Authority (NHA) and its obligation to provide documents to the City, among other things. According to Health and Safety Code section 34283, NHA is required to provide the City with all public documents. When I requested publicly available documents such as minutes and agendas, I was told that the NHA didn't have the time to provide or could not find them. That is an unacceptable response not only under the Health and Safety Code but also the California Public Records Act. I have since received some documents.

At least once a year, the NHA is required to file with the City Clerk a report of all its activities from the previous year. Has the NHA consistently complied with Health and Safety Code section 34328? I have worked for the City for over 10 years, I do not recall the NHA reporting their accomplishments to the City even once.

What we believe should be reported includes but is not limited to:

- How many clients NHA serves with first-time home buying assistance, developer financing for new housing, rentals and vouchers--state and Federal agencies have made hundreds of millions of housing assistance available for grants in the last year.
- How many funding requests has NHA filed for new housing programs for rehabilitating existing owner-occupied housing stock.
- Clients assisted by NHA who are seniors or veterans, and their status.
- How many people in Needles are qualified for any form of affordable housing assistance and what has the NHA done to meet that need.
- According to HUD, the NHA is on the cusp of being declared a "troubled" agency. What is the NHA doing to overcome this designation?
- How many noticed public NHA meetings were held during the last 2 years and why?
- Why is the physical condition of the Bailey Street project in such disrepair.

These are just a few examples of the activities that NHA should report to the City.

## **3. Why would Lena Wade looking over the Housing Authority's employee handbook a conflict of interest?**

The law firm of Slovak, Baron, Empey, Murphy, and Pinkney is the City Attorney. They advise the City on its legal matters exclusively. It is conflict of interest for them to be advising another public agency or private party

within the City limits, or with whom there could be a dispute. The City can help in many ways, but not on legal matters.

#### **4. Action to be Considered by the City Council**

California Health and Safety Code section 34290(a) provides, "As an alternative to the appointment of commissioners of the authority, the governing body of any county or city, at the time of the adoption of a resolution pursuant to Section 34240 or at any time thereafter, may declare itself to be the commissioners of the authority." On February 14, 2023, the City Council will be considering whether it will become the Board of Commissioners as it is entitled to do pursuant to California Health and Safety Code. A copy of the proposed resolution is attached hereto for your convenience.

I hope that the responses above satisfy your inquiry. If you have any questions or concerns, please do not hesitate to contact me.



**REAC Troubled Designation Status Assessment:**  
**Housing Authority of the City of Needles CA022 (FYE 6/30)**  
**2022 PHAS Score: 43**

**Summary:** The Housing Authority of the City of Needles (HACN) is receiving a **Troubled** designation status in FY 2022 because its Public Housing Assessment System (PHAS) score is less than 60 points. HACN failed to submit its unaudited FASS submission by the established regulatory deadline. As of January 9, 2023, the Authority has not submitted its unaudited FASS submission to the Real Estate Assessment Center (REAC).

As a result of the late FASS submission, the Authority is considered a **Late Presumptive Failure** (LPF) resulting in zero points for its financial condition (FASS) score.

**Physical Condition (33 of 40 Points):** The Authority has one project (52 units) and received a physical inspection score of 83 (out of 100) in FY 2022, resulting in a PASS score of 33. The low unit score is the primary cause of the reduced PASS score.

| Area              | Possible Points | Final Points | %    |
|-------------------|-----------------|--------------|------|
| Site              | 19.67           | 19.67        | 100% |
| Building Exterior | 19.67           | 18.13        | 92%  |
| Building Systems  | 16.69           | 16.69        | 100% |
| Common Area       | 1.56            | 1.48         | 95%  |
| Unit              | 42.42           | 27.00        | 64%  |

**Financial Condition (0 of 25 Points):** The Authority did not submit its unaudited FASS submission by the established regulatory deadline resulting in zero points for its FASS indicator score. In accordance with Section 902.69 of the PHAS regulation, the PIH-REAC system automatically generates an LPF and an FASS indicator score of zero when a PHA does not submit the required financial information or management certifications by the established regulatory deadlines. For FY 2022, the LPF will carry over and the Authority's FASS score will remain zero even if it submits its **audited** FASS submission by the established regulatory deadline.

**Management Operations (0 of 25 Points):** As of January 9, 2023, the Authority has not submitted its unaudited FASS submission to REAC. As a result, HACN did not receive any points for its MASS score. While the Authority cannot improve its FASS score, it could improve its MASS score if it submits its FASS submission to REAC.

**Capital Fund (10 of 10 Points):** 50 of the project's 52 units were occupied as of the PHA's FYE based on the data in the Housing Information Portal (HIP). As a result, the HACN received a score of 5 out of 5 points in the Occupancy Rate portion of the CFP score. No issues noted.

| Total Units Occupied | Total Units Available | Occupancy Rate |
|----------------------|-----------------------|----------------|
| 50                   | 52                    | 96.2%          |

## Rick Daniels

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**From:** Rhodes, William M <William.M.Rhodes@hud.gov>  
**Sent:** Wednesday, February 8, 2023 1:25 PM  
**To:** Rick Daniels; Patrick Martinez  
**Subject:** FW: Troubled PHA(s) schedule for release (CA022)  
**Attachments:** CA022-REAC-Troubled-Designation-Status-Assessment.docx

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

Good afternoon Mr. Daniels,

You will receive an email from our office inviting you to a TEAMS meeting tomorrow at 2 p.m., to discuss the housing authority.

William M Rhodes  
Division Director  
U.S. Department of Housing and Urban Development  
Los Angeles Field Office  
300 North Los Angeles Street, Suite 4054  
Los Angeles, CA 90012  
Phone: 213-534-2467  
Fax: 213-894-8125

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**From:** Champion, Robert W <Robert.W.Champion@hud.gov>  
**Sent:** Wednesday, February 8, 2023 12:25 PM  
**To:** Bavan, Meena S <Meena.S.Bavan@hud.gov>  
**Cc:** Johnson-Turner, Brenda M <Brenda.M.Johnson-Turner@hud.gov>; Schneller, Stephen <Stephen.Schneller@hud.gov>; Wickes, Donna L <DONNA.L.WICKES@hud.gov>; Philbert, Lara <Lara.Philbert@hud.gov>; Champion, Robert W <Robert.W.Champion@hud.gov>; Vega, Marcie P <Marcie.P.Vega@hud.gov>; Rhodes, William M <William.M.Rhodes@hud.gov>; McCarthy, Timothy P <Timothy.P.McCarthy@hud.gov>  
**Subject:** Troubled PHA(s) schedule for release (CA022)

Dear: Meena Bavan

The following PHA(s) below received a Troubled designation for its 2022 PHAS assessment and is scheduled to be released on 02/17/2023. Please find the Troubled Analysis Report attached that provides details of their designation status. If you have any questions or concerns and you would like to schedule a meeting to discuss their finding, please advise by COB Thursday 02/16/2023. We will hold off the score release if a meeting is required.

Housing Authority of the City of Needles – CA022 FY2022

Regards,

*Robert W. Champion*



Robert W. Champion – Assessment Manager  
iNtegrated Assessment Division (IAD)  
Real Estate Assessment Center  
550 12th street SW Washington DC 20410

 (202) 475-7957  : [PHAS@hud.gov](mailto:PHAS@hud.gov) : Cell 202-257-4734

*Carry a Heart that Never Hates. Carry a Smile that Never Fades. Carry a Touch that Never Hurts. Live, Love, Laugh!*  
**Before printing, think Green: Keep it on the Screen!**



The City of Needles is in full compliance with the regulations.

## Most cities still falling behind affordable housing mandate, state numbers show

Just 29 out of 538 California municipalities met their housing goals at all income levels, according to state housing figures.



Laguna Hills got an F in an SCNG housing scorecard for failing to permit enough homes as of 2021. The average grade statewide was a C minus. California cities and counties are required to ensure there's enough housing at all income levels, but most failed to meet their state-mandated housing goals, an SCNG analysis found. (Photo by Jeff Gritchen, Orange County Register/SCNG)

By **JEFF COLLINS** | [JeffCollins@scng.com](mailto:JeffCollins@scng.com) and **NIKIE JOHNSON** | Orange County Register

PUBLISHED: January 15, 2023 at 8:21 a.m. | UPDATED: January 15, 2023 at 8:22 a.m.

When it comes to fostering new housing, the city of Norwalk is one of California's superstars.

The Los Angeles County town got an A-plus in the Southern California News Group's latest housing scorecard for exceeding state-mandated housing goals at all income levels.

Just three miles up the 105 freeway, however, neighboring Lynwood ranked among 84 California cities and counties at the opposite end of the spectrum. Lynwood earned an F because state data shows it missed all four of its housing targets, permitting zero new affordable homes during the eight years ending in 2021.

Most California cities and counties, SCNG's analysis shows, are more like Lynwood than Norwalk, falling way behind on state housing goals.

The average letter grade for all jurisdictions in 2021 was a C-minus, unchanged from the year before, state housing data shows.

"It's disappointing," said Kome Ajise, executive director of the Southern California Association of Governments, a regional planning agency that helps the state oversee housing programs. "There is an overproduction of market-rate housing. But in the low-income category ... we were underperforming."

The findings — part of SCNG's fourth report card measuring progress under the state's Regional Housing Needs Assessment program — show California cities and counties continued to struggle with an affordable housing crisis that's touched off soaring rents and home prices and fueled homelessness.

The analysis is based on state data released on June 30 showing total building permits reported in each jurisdiction's annual progress report. Numbers for 2022 are due in three months.

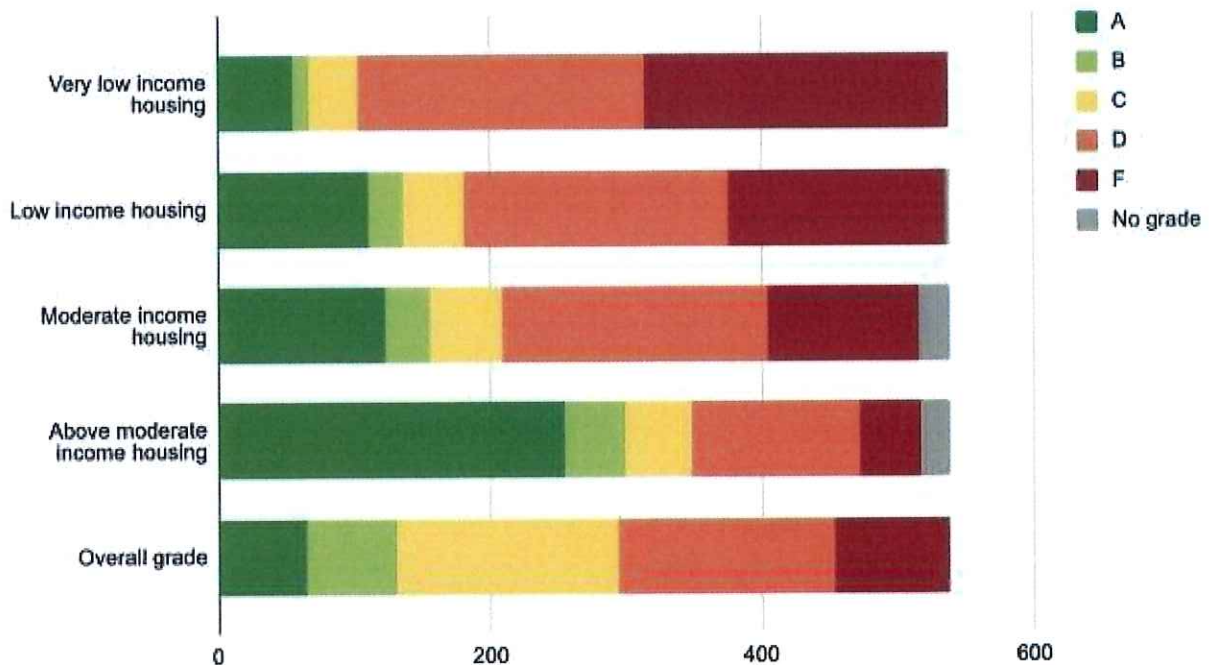
Megan Kirkeby, deputy director for housing policy at the state Housing and Community Development Department, complained that cities fail to take the initiative in promoting new housing. In some cases, she said, they obstruct development.

But city leaders maintain they're at the mercy of market forces, have little space for new housing and work against the headwinds of neighborhood opposition to high-density development.

Some experts say the state itself may be to blame for stepping up punitive consequences for failure without providing the financial resources for tackling the costs and complexities of affordable housing construction.

“It’s hypocritical for the state government to assert that local governments produce homes affordable to the lower income spectrum of households when they’re not giving them the tools, particularly the financial tools, they need to produce those homes,” said Matt Schwartz, president and chief executive of affordable housing advocate California Housing Partnership.

### Uneven progress



A breakdown of grades in four affordability categories shows many cities and counties are permitting sufficient expensive housing, but are failing to add enough units that moderate- and lower-income residents can afford to buy or rent. (Staff chart/SCNG)

### Meager progress

The state’s 53-year-old RHNA program requires municipalities to plan for and promote new housing at four income levels: very low-, low-, moderate- and above-moderate.

A low-income household earns 80% of an area’s median income — for example, \$70,400 a year for a family of four in the Inland Empire or \$95,300 a year for a family of four in Los Angeles County. Moderate-income households earn up to 20% above their area’s median.



The state's latest housing report shows meager progress was made in reaching state housing goals.

Just 29 out of 538 California cities and counties — 5% of all municipalities — were fully on track in all income categories for which they had a housing goal as of 2021.

Another 38 are fully on track in all but one category.

But state records also show that 30 California jurisdictions issued zero building permits during the most recent eight-year planning cycle.

Sixty-one more jurisdictions had permitted zero units in three of the four categories.

Overall, California cities and counties issued permits for 128,000 homes in 2021, up from about 109,000 in 2020, the latest state figures show. But only 10% of those permits were for moderate-income housing and 15% were for lower income.

“Every city and county in California should be acting with urgency here to plan for and approve housing that’s affordable to lower-income households,” said Kirkeby, the state housing policy deputy director. “And that’s not what we’re seeing right now.”

Using state data, SCNG graded all 538 California cities and counties with a RHNA target, basing the grade on building permits issued in each income category.

An A grade went to jurisdictions fully on track to meet construction goals for all income groups, and an F was awarded to cities failing to meet those requirements across the board. Bonus points were added based on a city’s level of improvement and degree of difficulty.

As of 2021:

- The number of jurisdictions getting an A rose to 64 in 2021, up from 41 in 2020.

However, most jurisdictions getting A’s had lower housing goals, averaging 207 homes vs. an overall average of 1,547 units for all jurisdictions. Eleven communities needed fewer than 10 new homes to meet their goals.

- Permit numbers for affordable housing improved slightly as well, with more jurisdictions getting an A for affordable housing in 2021 than the year before.

- The number getting a C or better increased to 295 in 2021, up from 188 in 2020.



— A fourth of the state's cities and counties, or 139, got an F for issuing too few low-income housing permits.

In Southern California, state and regional agencies required 191 cities and six counties to plan for 411,953 homes during the 2013-21 planning cycle. Of those, 165,503 needed to be affordable to low-income households.

While Southern California governments issued almost twice the number of permits needed for "above moderate-income" homes, they issued just one-fifth of the affordable housing permits needed.

And even the total number of permits issued — 377,395 — fell short of the overall goal by nearly 35,000 homes.

Going forward, meeting state-mandated targets will get even more difficult. Starting in 2022, the state's most populous regions saw their state housing goals increase, with targets doubling in the Bay Area and tripling in Southern California.

The Vista de La Sierra project at Pierce Street and Golden Avenue in Riverside, CA, on Thursday, January 12, 2023. When completed in late 2023, the project, in Riverside's La Sierra neighborhood, will provide 80 units, about half for eligible families earning under 60% of the area median income (or \$52,440 a year), and the other half to be permanent supportive housing for homeless residents. (Photo by Jeff Gritchen, Orange County Register/SCNG)

The age-old problem with RHNA is cities draft plans for new housing but fail to see those plans translate into actual construction.

City officials maintain construction is subject to the whims of developers and the housing market. The problem is even more complex in "built-out" cities, they say.

"You're talking about land that already has things on it ... so most of our future housing will come from redevelopment simply because we just don't have a lot of empty land to dedicate to new housing," said Anaheim city spokesman Mike Lyster. "It is a challenge, a perennial challenge, in California for somebody to come in and buy land in our city at a very expensive rate."

While it's true cities don't build housing, there are things they can do to spur development, said Steve Pontel, former president of affordable housing builder National CORE. By ensuring political squabbles, regulatory issues and infrastructure

problems like roads and sewers are resolved beforehand, “they could significantly accelerate the actual development of affordable housing — and all housing actually,” he said.

Ben Metcalf, managing director for UC Berkeley’s Turner Center for Housing Innovation and a former state housing director, said the main obstacle is the lack of subsidies for low-income housing.

“Although the state has made some big investments over the last couple of years, it still isn’t anywhere near the total that’s needed,” Metcalf said. “The ability of the cities themselves to raise the funds for affordable housing, it’s always going to be limited.”

Homes near the intersection of Cavaletti Lane and Branding Iron Way in Norco, CA, on Thursday, January 12, 2023. Norco got an F in an SCNG housing scorecard for failing to permit enough homes as of 2021. The average grade statewide was a C minus. California cities and counties are required to ensure there’s enough housing at all income levels, but most failed to meet their state-mandated housing goals, an SCNG analysis found. (Photo by Jeff Gritchen, Orange County Register/SCNG)

### **A \$180 billion solution**

In a 2021 report, the California Housing Partnership argued the state could meet all its affordable housing needs by spending \$18 billion a year for 10 years. It could come up with that money by setting aside 5% of the general fund for affordable housing production — similar to the Proposition 98 funding guarantee for public schools.

“Eighteen billion dollars a year for 10 years is what it would take,” said California Housing Partnership CEO Schwartz. “If we considered affordable housing production essential infrastructure, ... we can achieve that amount.”

Kirkeby, the state deputy housing director, said she’d be more sympathetic to that argument if cities and counties did less to obstruct affordable housing.

“That is the opposite of what we see,” she said. “We see jurisdictions adding significant costs and delays to the projects before them.”

In addition, local governments can get money for housing-related projects through the state’s Permanent Local Housing Allocation program. Many don’t even apply. “They’re leaving funds on the table,” Kirkeby said.

Many city officials agree that local governments should do more to encourage affordable housing production. But several maintain their responsibility is limited to establishing sufficient zoning and effective housing policies.

“Too often, the limitations of the role that cities play in the production of housing are under-reported and misunderstood,” Lakewood City Manager Thaddeus McCormack said in an email. “You have no doubt heard the refrain that cities don’t build housing, developers do. It’s a true statement.”

Other cities said they failed to file annual reports, so state numbers don’t reflect their true level of homebuilding.

Kirkeby estimated 5%-15% of municipalities fail to file annual progress reports as required every April.

Officials at the cities of Lynwood and San Bernardino said they failed to file annual progress reports in five of the last eight years due to staffing problems and, in San Bernardino’s case, a 10-year bankruptcy that only ended last August.

Had the reports been filed, would they show San Bernardino met its goal of permitting 4,384 homes by 2021?

“I doubt it,” city spokesman Jeff Kraus conceded.



• An artist's rendering shows Norwalk's proposed 60-unit Veterans Villas affordable housing project on San Antonio Drive. Construction is expected to begin in February. Developers conducted open houses and tours of a similar project in El Monte to allay neighborhood concerns. (Image courtesy of Mercy Housing)

### **Similar cities, divergent outcomes**

Lynwood and Norwalk both are mid-sized LA County cities dominated by Latino households with low- to moderate incomes.

Yet, their pace of housing development could hardly be more divergent.

Norwalk issued permits for 393 homes during the 2013-21 planning cycle, almost double the 201 units the state mandated it plan for in 2013. Those homes included 204 units affordable to low- and moderate-income households.

State data show, however, that Lynwood issued permits for just 31 of the 494 housing units the state mandated in the same cycle. Although required to promote development of 276 low-income units, none of its permits were for affordable housing.

Gabriel Linares, Lynwood's new community development director, said low numbers are due in part to undercounting since his city missed five annual progress reports. For example, the numbers don't include a 66-unit apartment building now under construction.

Still, it's unlikely Lynwood met its state housing goals, he conceded. Lynwood's higher poverty and crime rates and lack of developable space make the city less attractive to developers.

"If the state were to dump millions of dollars and allocate it towards affordable housing, I'm sure the city would go ahead and take it and then dish it up to developers so that they can build these affordable houses," Linares said.

So, what's Norwalk's secret?

City records show 40% of its affordable housing permits were for accessory dwelling units, or granny flats, which tend not to draw opposition, said Norwalk City Manager Jesus Gomez. Many others are for affordable senior units, which local residents also welcome.

But when neighborhood opposition surfaced for the 60-unit Veterans Villas affordable housing project, the city and project developer took steps to allay their fears. They held community meetings, open houses and even provided transportation so concerned residents could visit similar projects in the region, Gomez said.

"That is one of the secrets. Having people feel and touch and look at the actual units," he said. "We were able to have the residents look at the inside of a unit and actually speak with a resident there. The manager said they can ask any question. So we give them full access to information."

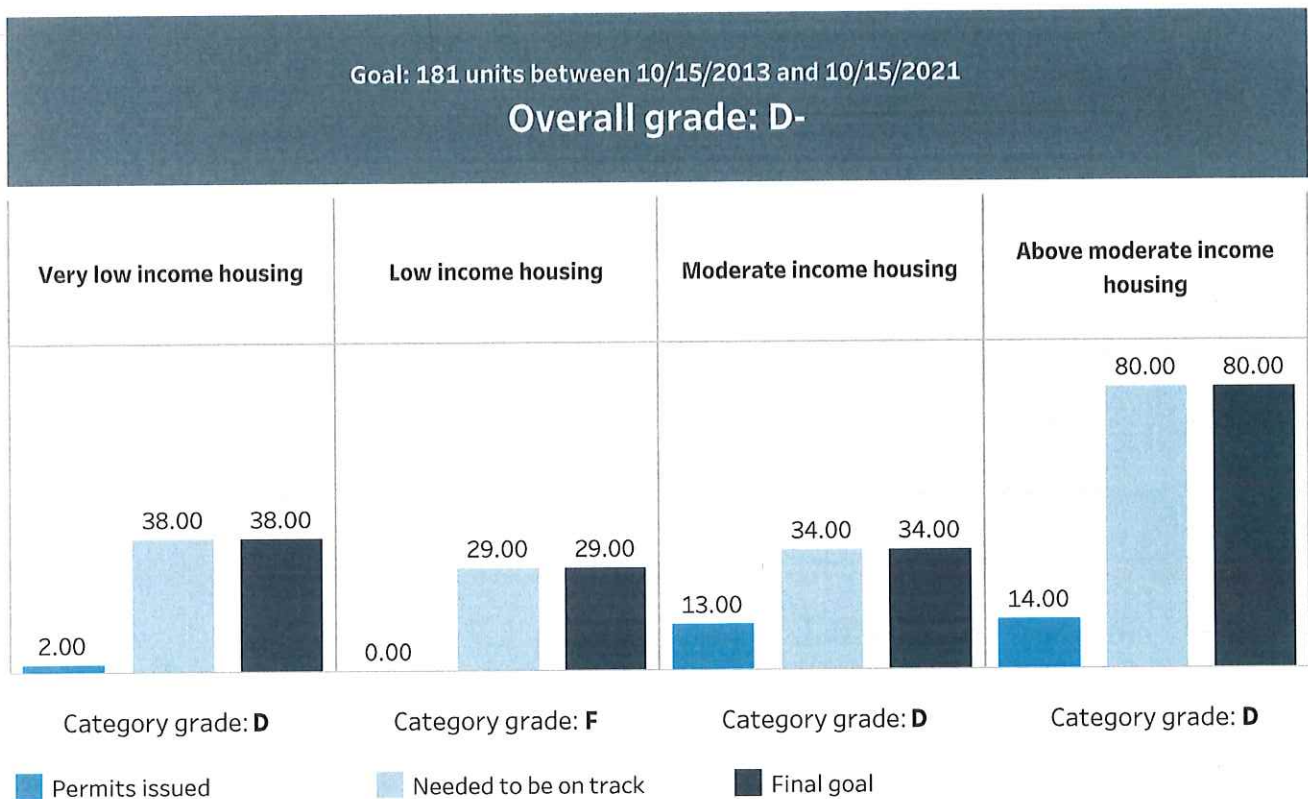
Construction for Veterans Villas is scheduled to start next month.



## Report card detail

Select a city or county to see how many housing permits it had issued through the end of 2021, how that compares to its RHNA goals and what grades it earned on Southern California News Group's report card.

Select: Needles



Bonus points: **0.0**



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

**Meeting Date:** February 14, 2023

**Title:** Innovating Commerce Serving Communities (ICSC)

**Background:** The ICSC Event is at the Las Vegas Convention Center May 21-23, 2023. We will have a booth to display information about our city and to meet with potential businesses interested in what our city has to offer. Councilmember Campbell has expressed an interest in attending.

**Critical Timeline:** Registration Deadline is February 20, 2023

**Fiscal Impact:** The Travel Per Diem account has a balance of \$6,800. Estimated cost for the full conference is \$795. Hotel accommodation approximately \$750 for three nights plus travel expenses. Estimated cost per councilmember is approximately \$1,600. General Fund travel per diem account 2022-2023 budget.

**Recommendation:** Authorize those interested to attend the ICSC Event at the Las Vegas Convention Center on May 21-23, 2023

**Submitted By:** City Clerk

**City Management Review:** Rick

**Date:** 2/9/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 18



## Schedule At-a-Glance

(Times are subject to change)

### **Sunday, May 21 • Wynn**

1:00 – 4:30 pm • Professional Development Workshops

4:45 – 6:00 pm • Keynote Speaker

6:00 – 8:00 pm • Opening Reception

7:00 – 8:30 pm • ICSC Global Awards Ceremony

### **Monday, May 22 • LVCC**

8:00 am – 5:00 pm • Exhibit Hall Open

10:00 am – 5:00 pm • Sessions

### **Tuesday, May 23 • LVCC**

8:00 am – 3:00 pm • Exhibit Hall Open

10:00 – 11:45 am • Sessions

### Registration Fees\*

#### **Register at the Advance Rate** (ends at 11:59 pm EST on February 20, 2023)

Member • **\$795**

Non-Member • **\$1,800**

Retailer Member • **\$0**

Student Member • **\$50**

#### **Standard Rate** (ends at 11:59 pm EST on May 20, 2023)

Member • **\$975**

Non-Member • **\$1,800**

Retailer Member • **\$0**

Student Member • **\$50**

#### **On-site Rate** (starts at 12:00 am EST on May 21, 2023)

Member • **\$1,325**

Non-Member • **\$1,800**

Retailer Member • **\$0**

Student Member • **\$50**

\* All cancellations are subject to a \$100 cancellation fee for members and non-members and \$25 for student members. Refunds will not be given for cancellations received after **May 5, 2023**. All requests for refunds must be received by ICSC in writing.



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

**Meeting Date:** February 14, 2023

**Title:** League of California Cities Desert Mountain Division Meeting

**Background:** The League of California Cities Desert Mountain Division meeting is scheduled for February 17 in Apple Valley. Councilmembers Campbell, McCorkle, Pogue, and Longbrake have expressed an interest in attending.

**Critical Timeline:** N/A

**Fiscal Impact:** Estimated cost for mileage and per-diem for each Councilmember is \$292. General Fund travel per diem account 2022-2023 budget

**Recommendation:** Authorize those interested to attend the League of California Cities Desert Mountain Division meeting scheduled for February 17, 2023, in Apple Valley.

**Submitted By:** City Clerk

**City Management Review:** Rick

**Date:** 2/8/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 19