



(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, OCTOBER 25, 2022
COUNCIL EXECUTIVE SESSION – **5:30 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

AUTHORIZED BY AB 361

THE MAYOR AND COUNCIL MEMBERS MAY BE ATTENDING THIS MEETING VIA
***** MICROSOFT TEAMS *****

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

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

If asked, enter the following: Meeting ID: 272 799 82#

**OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 272 799 82#
The meetings are being recorded. - MASKS ARE ENCOURAGED**

CALL TO ORDER
ROLL CALL

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

RECESS TO EXECUTIVE SESSION

- a) Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (3): one potential case
- b) Conference with Labor Negotiator pursuant to California Government Code §54957.6- Personnel - Agency Representative City Manager Rick Daniels - Employee Organizations: Teamsters Local 1932

EXECUTIVE SESSION – Report by City Attorney

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
CONFLICT OF INTEREST

CORRESPONDENCE
INTRODUCTIONS
CITY ATTORNEY - Parliamentary procedures

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

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

PUBLIC HEARINGS

- 1) Public hearing noticed to consider all evidence and testimony for or against approving a Conditional Use Permit adding a 28,601 square foot building to the existing 3,933 square foot building for cannabis cultivation totaling 32,534 square foot located at 211 Balboa Place, APN 0660-081-27-0000 in the C-3 Zone: Applicate Lamont Wolsey
 - Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Applicant Comments
 - Comments in Favor
 - Comments Opposed
 - Applicant Rebuttal
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Resolution No. 2022-74 approving a Conditional Use Permit adding a 28,601 square foot building to the existing 3,933 square foot building for cannabis cultivation totaling 32,534 square feet located at 211 Balboa Place, APN 0660-081-27-0000 in the C-3 Zone
(ACT)
- 2) Public hearing noticed to consider all evidence and testimony for or against approving an amendment to Resolution No. 2051-52 reducing the cannabis cultivation area by 2,511 square feet and adding a 2,399 square foot retail cannabis business located at 2701 Columbus Drive, APN 0660-081-30-0000 in the C-3 Zone
 - Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Applicant Comments
 - Comments in Favor
 - Comments Opposed
 - Applicant Rebuttal
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Resolution No. 2022-75 approving an amendment to Resolution No. 2051-52 reducing the cannabis cultivation area by 2,511 square feet and adding a 2,399 square foot retail cannabis business located at 2701 Columbus Drive, APN 0660-081-30-0000 in the C-3 Zone
(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 3 through 9 on the Consent Calendar by affirmative roll call vote. (ACT)

- 3) Approve the Warrants Register through October 25, 2022
- 4) Waive the reading and adopt Ordinance No. 655-AC amending Chapter 12 "Licenses" of the Needles Municipal Code adding Section 12-56-1 'Mobile Food Vendors" (2nd reading – adopt)
- 5) Waive the reading and adopt Resolution No. 2022-73 dispensing with competitive bidding due to an emergency and accept Pacific Hydrotech Corporation's proposal to design and construct the Well No. 11 Treatment Plant Upgrade project for a lump sum amount of \$5,759,400 and authorize staff to execute the Design/Build Agreement between the City & Pacific Hydrotech Corporation for said work
- 6) Accept Change Order #1 to the Public Works Agreement with Cora Constructors, Inc. for the Lillyhill Water Booster Pump Station project and award of Bid Alternate No. 2 resulting in an increase to the contract in the amount of \$12,869.75 for a new total contract amount of \$2,099,644.75 and authorize staff to execute said change order
- 7) Accept Change Order #1 to the Public Works Agreement with Cora Constructors, Inc. for the "L" Street Water Booster Pump Station project resulting in an increase to the contract of \$18,561.75 for a new total contract amount of \$857,256.75 and authorize staff to execute said change order
- 8) Waive the reading and adopt Resolution 2022-72 authorizing the City Manager or his designee, the Community Services Manager, to purchase one (1) 18-Passenger Transit Vehicle for use by the Needles Area Transit
- 9) Accept TKE Engineer's Proposal to provide Professional Engineering Services for the design of the Phase IV Street Improvements and Water Service Replacement project in the amount not to exceed \$42,000 and authorize staff to execute a new task between City and TKE Engineer's for said work

End of Consent

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

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

ADJOURNMENT

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

<http://www.cityofneedles.com>

Posted October 21, 2022

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

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

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

Dated this 21st day of October 2022

Dale Jones, CMC, City Clerk



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: October 25, 2022

Title: City Council Resolution No. 2022-74
A Resolution of the City Council of the City of Needles Approving a Conditional Use Permit, adding a 28,601 Sq. Ft. Building to the existing 3,933 Sq. Ft. Building for Cannabis Cultivation totaling 32,534 Sq. Ft., located at 211 Balboa Street, also known as APN 0660-081-27-0000 in the C-3 zone.

Lamont Wolsey, Applicant, is proposing to construct a 28,601 square foot metal building for the purpose of cannabis cultivation totaling 32,534 Sq. Ft. The project site is located at 211 Balboa Place, also known as APN 0660-081-27-0000. The project is situated on a 1.85-acre parcel currently developed with a 3,933 square foot building metal building, which is to be converted for indoor cultivation purposes. The project is situated approximately 140 feet northeast of the Interstate 40 freeway and located on the east side of Balboa Place within the Highway Commercial (C-3) zoning designation. (see Attachment A-1, *Project Location*). The Project is directly East of a 13,648-cannabis cultivation, South of two entitled cannabis cultivations (320 Balboa and 315 Balboa) which is currently in the building permit process.

As shown in Attachment B, *Site Plan*, the project would involve the construction of a 28,601 square foot, 26.5-foot tall metal building with associated parking totaling 41 spaces that would include 2 ADA spaces and 5 bicycle stalls. The project's proposed building will be constructed of metal with metal roofing and will be situated behind the current structure on-site, which would be converted to indoor cultivation. The existing building totals 3,933 square foot with the addition of a 28,601 square foot cannabis cultivation which would be attached and act as one 32,534 square foot building upon completion of the project. Access to the facility will be provided from Balboa Place with an existing asphalt concrete paved road.

As shown in Attachment C, *Floor Plan*, the building would consist of interior wall partitioning for the creation of fourteen (14) flower rooms, totaling 13,072 square feet, one (1) 2,050 square foot mothers room for immature plants, three (3) 403 square foot dry rooms, one (1) 883 square foot trimmers room, one (1) 649 square foot product stock room, one (1) 92 square foot clone room, one (1) 127 square foot utility closet, one (1) 60 foot janitor closet, one (1) 261 square foot electrical room, one (1) 928 square foot fertigation room, one (1) 135 square foot security office, one (1) 222 square foot check-in room, two (2) 210 square foot offices, one (1) 559 square foot break room, and four (4) restrooms totaling 240 square feet.

As shown in Attachment D, *Conceptual Elevation Plans*, the building will feature two roll-up doors and 5 pedestrian doors. The existing building would be painted gold, while the new building would be painted in alternating stripes of light and dark grey. The building would rise to a maximum height of 26.5 feet.

As shown in Attachment E, *Security Plan*, security measures have been incorporated into the project. Security cameras and lighting will be mounted on all exterior corners of the building and at door entrances. Interior security cameras will be utilized for each room within the building, as well as on-site security personnel, use of audible interior and exterior alarms. Entry into the building will be activated by an employee badge utilizing a “buzz in” system.

As shown in Attachment F, *Landscape Plan*, the project would install 166 new shrubs, 6 valley oak trees and 2 purple plum trees. Groundcover would consist of 73 sunshine ligustrums, artificial sod, river rock, and gravel. A total of 10,876 square feet would be landscaped.

Upon completion of construction, the project will operate 7 days a week, from 6 am to 6 pm, and would employ 15 people full-time.

On May 26, 2020, the City Council adopted Ordinance No. 629- AC, allowing cannabis cultivation in zones C-1, C-2, C-3, M-1 and M-2 with the approval of a Conditional Use Permit and a Regulatory Permit.

On October 19, 2022, the Planning Commission held a duly noticed and advertised public hearing for a 32,534 Sq. Ft. cannabis cultivation facility in the Highway Commercial (C-3) zoning designation located at 211 Balboa Street, also known as APN 0660-081-27-0000. Planning Commissioners discussed the proposed color of the building. Condition 55 was amended to outline the buildings color to include alternating stripes of light and dark grey for the building’s siding. The existing building to be painted a gold color. Additionally, the PC Commissioners discussed the architectural enhancements of Condition #56 and #64 to include masking of the building with a new skin architectural treatment and to include black awnings over the proposed Co2 tank location and the front door of the existing building to be painted black. Finally, Condition #65 was added to include a 6-foot wrought iron fence to be installed along the entire property boundary. The Planning Commissioners voted unanimously to recommend the Project to the City Council.

Conditional Use Permit Findings.

In accordance with Section 94.07, the Planning Commission must make the following findings for a Conditional Use Permit:

A. That the requested permit is within its jurisdiction according to the table of permissible uses.

FINDING: The facility is located in a Highway Commercial (C-3) zoning designation, which under Ordinance No. 629 AC, permits cannabis cultivation operations to occur within the facility through approval of a Conditional Use Permit and a Regulatory Permit.

B. The Application is Complete

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed development building footprint envelope which include the renovation of a 3,933 square foot existing structure and the

construction of a 28,601 sq. ft. building to create a 32,534 square foot cannabis cultivation facility, which have been incorporated into this Staff Report.

C. The development is in general conformity with the Needles General Plan.

FINDING: The proposed project, cultivation of cannabis, is consistent with uses identified in the General Plan Neighborhood Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cultivation facilities to operate within the Highway Commercial (C-3) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval require that only cultivation may be performed inside the existing 3,933 square foot building and new 28,601 square foot building. No sales will be permitted to occur at this site. Very little traffic is expected at the site, other than employees and occasional deliveries (soil, fertilizer, equipment, etc.). The project is a low intensity use with traffic mostly related to employee type vehicles, and no outside uses are permitted. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site.

D. The development is in harmony with the area in which it is located.

FINDING: The project site is located approximately 700 northeast of an existing cannabis cultivation facility and will be located on an already developed 1.85-acre parcel that will include the renovation of a 3,933 square foot existing structure and the construction of a 28,601 sq. ft. building to create a 32,534 square foot cannabis cultivation facility. The conditions of approval require that only cultivation may be performed inside the building which would total square feet at build-out. No manufacturing of products or sales will be permitted to occur within each building. Very little traffic is expected at the site, other than employees, material supply delivery and product shipment. The project, upon completion is anticipated to generate 30 vehicle trips per day. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site. The project is directly East of a 13,648 square foot cannabis cultivation facility, and South of two entitled cannabis cultivations (320 Balboa and 315) Balboa) which is currently in the building permit process.

E. The development will not materially endanger the public health or safety.

FINDING: The facility is located in a developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting, security systems, and ventilation systems for the 32,534 square foot cannabis cultivation facility are in place for health and safety purposes.

F. The development will not substantially injure the value of adjoining or abutting properties.

FINDING: The project site is surrounding on all sides by areas zoned Highway Commercial (C-3). As a condition of approval, the existing building would be painted gold, while the new building would be painted in alternating stripes of light and dark grey. These improvements will provide the aesthetic integrity of the area and not degrade the value of adjoining properties. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.

Public Notification: A public hearing notice was published in the Needles Desert Star on October 5, 2022. Notices were sent to property owners within 300 feet of the proposed project and posted in two conspicuous locations.

- Fiscal Impact:**
1. The 10% of gross sales of cannabis business tax (voter approved (2012).
 2. Valuation of new buildings – added to city tax rolls.
 3. NPUA – electric/water/sewer usage revenue.
 4. Recurring business license and permitting fees.
 5. A 15% State tax – a portion of which will be passed to local government, will be enacted with approval of Proposition 64 in November 2016.
 6. Statewide 10% sales tax; the city's share is 1%.

Environmental: This project is categorically exempt under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines. A project is considered to be exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Recommendation: Approve Resolution 2022-74, Approving a Conditional Use Permit, adding a 28,601 Sq. Ft. Building to the existing 3,933 Sq. Ft. Building for Cannabis Cultivation totaling 32,534 Sq. Ft., located at 211 Balboa Street, also known as APN 0660-081-27-0000 in the C-3 zone.

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

City Management Review: _____ **Date:** _____

Agenda Item:

RESOLUTION 2022-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING A CONDITIONAL USE PERMIT ADDING A 28,601 SQ. FT. BUILDING FOR CANNABIS CULTIVATION TOTALING 32,534 SQ. FT., LOCATED AT 211 BALBOA STREET, ALSO KNOWN AS APN 0660-081-27-0000 IN THE HIGHWAY COMMERCIAL (C-3) ZONING DESIGNATION.

WHEREAS, the City Council wishes to assist property owners in their efforts to build in the City in a reasonable manner that does not create a hazard to health, safety, and welfare or degrade property values or create incompatibility with surrounding uses; and

WHEREAS, on May 26, 2020, City Council Ordinance No. 629-AC was approved allowing cannabis cultivation in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the parcel being considered for cannabis cultivation is currently zoned C-3 "Highway Commercial" for APN 0660-081-27-0000; and

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on October 5, 2022, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on October 19, 2022, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the Conditional Use Permit **RESOLUTION 10-19-2022 PC**; and

WHEREAS, on October 19, 2022, the Needles Planning Commission approved **RESOLUTION 10-19-2022 PC** recommending City Council approval of a Conditional Use Permit; and

WHEREAS, on October 25, 2022, the Needles City Council held a duly noticed and advertised public hearing for a Cannabis Cultivation totaling 32,534 Sq. Ft., located at 211 Balboa Street, also known as APN 0660-081-27-0000 in the C-3 zone; and

WHEREAS, Section 94.07(d) of the Needles City Code describes the findings required to approve a Conditional Use Permit; and

WHEREAS, the Needles City Council has sufficiently considered all testimony and any documentary evidence presented to them in order to make the following determination.

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

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15061(b)(3) of the State CEQA Guidelines. A project is considered to be exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to approve a Conditional Use Permit, according to the criteria specified in Section 94.07(d) of the Needles City Code:

- A. *That the requested permit is within its jurisdiction according to the table of permissible uses.*

FINDING: The facility is located in a Highway Commercial (C-3) zoning designation, which under Ordinance No. 629 AC, permits cannabis cultivation operations to occur within the facility through approval of a Conditional Use Permit and a Regulatory Permit.

- B. *The Application is Complete*

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed development building footprint envelope which include the renovation of a 3,933 square foot existing structure and the construction of a 28,601 sq. ft. building to create a 32,534 square foot cannabis cultivation facility, which have been incorporated into this Staff Report.

- C. *The development is in general conformity with the Needles General Plan.*

FINDING: The proposed project, cultivation of cannabis, is consistent with uses identified in the General Plan Neighborhood Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cultivation facilities to operate within the Highway Commercial (C-3) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval require that only cultivation may be performed inside the existing 3,933 square foot building and new 28,601 square foot building. No sales will be permitted to occur at this site. Very little traffic is expected at the site, other than employees and occasional deliveries (soil, fertilizer, equipment, etc.). The project is a low intensity use with traffic mostly related to employee type vehicles, and no outside uses are permitted. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site.

- D. *The development is in harmony with the area in which it is located.*

FINDING: The project site is located approximately 700 northeast of an existing cannabis cultivation facility and will be located on an already developed 1.85-acre parcel that will include the renovation of a 3,933 square foot existing structure and the construction of a 28,601 sq. ft. building to create a 32,534 square foot cannabis cultivation facility. The conditions of approval require that only cultivation may be performed inside the building which would total square feet at build-out. No manufacturing of products or sales will be permitted to occur within each building. Very little traffic is expected at the site, other than employees, material supply delivery and product shipment. The project, upon completion is anticipated to generate 30 vehicle trips per day. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site. The project is directly East of a 13,648 square foot cannabis cultivation facility, and South of two entitled cannabis cultivations (320 Balboa and 315) Balboa) which is currently in the building permit process.

E. The development will not materially endanger the public health or safety.

FINDING: The facility is located in a developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting, security systems, and ventilation systems for the 32,534 square foot cannabis cultivation facility are in place for health and safety purposes.

F. The development will not substantially injure the value of adjoining or abutting properties.

FINDING: The project site is surrounding on all sides by areas zoned Highway Commercial (C-3). As a condition of approval, the existing building would be painted gold, while the new building would be painted in alternating stripes of light and dark grey. These improvements will provide the aesthetic integrity of the area and not degrade the value of adjoining properties. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2022-74**

SECTION 4. The City Council HEREBY APPROVES Resolution **2022-74**, Approving Conditional Use Permit No. 10-19-2022 PC, adding a totaling 32,534 Sq. Ft. cannabis cultivation building, located at 211 Balboa Street, in the Highway Commercial (C-3). Also known as APN 0660-081-27-0000 with the following conditions:

1. Conditional Use Permit ("CUP") No. 10-19-2022 PC conditionally authorizes one Marijuana Cultivation Facility within one 32,534 square foot building located at 211 Balboa Street. This CUP does not authorize the use of a Cooperative/Collective, Manufacturing, Distribution, Cannabis Retail or Testing Laboratory at this site. These

Conditions of Approval shall apply to the cultivation of marijuana and the establishment of the Cultivation Facility only, whether it is classified as medical or, in the event it is legalized or otherwise provided immunity from prosecution within the State or by the Federal Government, recreational.

2. The Applicant/Owner/Operator, and his/her/its successor(s) in interest ("Applicant") shall comply with all conditions of this CUP, including the Needles Municipal Code ("Municipal Code") and Chapter 12A thereof, the City Zoning Code, including Article IV and Section 94 thereof, and all applicable laws, policies, rules and regulations of the City, County, and State; and shall comply with any requirements associated with this approval or with the issuance of any Cultivation Facility License as required by Chapter 12A of the Municipal Code.
3. This CUP is issued in accordance with the provisions of the Municipal Code, and all development subject to the CUP shall occur strictly in accordance with the CUP plans and applications approved by the City. Failure to implement and maintain all provisions of these conditions of CUP approval shall be deemed grounds for revocation.
4. The CUP is issued contingent upon the Applicant's compliance with the provisions of Municipal Code Chapter 12A, and the issuance of all applicable permits and licenses in connection therewith, including, without limitation, a Marijuana Cultivation License, prior to the issuance of a Certificate of Occupancy pursuant to this CUP.
5. The approval for CUP No. 10-19-2022 PC is subject to the six (6) month expiration provisions of Section 94.13(a) of the City's Zoning Code, and will expire on **04-19-2023**.
6. The permit issuing authority may extend for a period of up to six (6) months, the date when the permit would otherwise expire pursuant to 94.13(a) if it concludes that: (1) the permit has not yet expired; (2) the permit recipient has proceeded with due diligence and in good faith; and (3) conditions have not changed so substantially as to warrant a new application.
7. The Applicant shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the Applicant and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of

the City and its citizens in regard to such defense. As a condition of this approval, the Applicant or its authorized representative shall:

- (a) Execute an agreement to defend (with legal counsel of the City's choice), indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation(s) of federal law associated with the permitting, licensing, approval, and/or operation of the Cultivation Facility; and
 - (b) Maintain insurance in the minimum amount of \$1 million per claim and \$2 million in the aggregate; and
 - (c) Name the City as an additional insured on all City required insurance policies; and
 - (d) Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of the Cultivation Facility.
8. All development on the project site shall be in compliance with all applicable provisions of the City's Municipal Code and all applicable provisions of the adopted and applicable Building, Construction and Fire Codes, the Americans with Disabilities Act, and all City building, zoning, business, and health regulations. All new construction shall obtain appropriate building permits and comply with the requirements of the Planning, Building, and Fire Departments.
9. With the exception for amendments and/or modifications that are consistent with Section 94.15 of the City's Zoning Code, anything not shown on the CUP application or the Site Plan, or which is not specifically approved herein, or which is not in compliance with the CUP, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted hereunder null and void. Construction (if any) shall cease until all requirements of this CUP are complied with, and development entitlements may be withheld until any Code violations are abated.
10. No Certificate of Occupancy shall be granted until all Conditions of Approval have been completed and approved by the City and Fire Department unless otherwise identified herein, and all offsite improvements have been completed and accepted by the City.
11. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit a notarized affidavit acknowledging acceptance of the conditions of this CUP. This authorization shall become void, and any privilege, permit, or other authorization granted under these entitlements shall be deemed to have lapsed if compliance with this condition has not been undertaken within the specified time limits.

12. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.
13. The Applicant shall pay all established service, permit, impact, environmental, and other applicable fees required by the City as a condition of this CUP.
14. The Applicant shall at all times comply with any applicable State law, including but not limited to: the Compassionate Use Act (Proposition 215), the Medical Marijuana Program Act (Senate Bill 420), the Medical Marijuana Regulation and Safety Act (collectively Assembly Bill 266, Assembly Bill 243, and Senate Bill 643, signed into law by Governor Brown on October 9, 2015, as may be amended from time to time), and any other State or California Constitutional provision, whether now or later adopted, including any location restrictions.
15. The Applicant shall apply for and obtain a Marijuana Cultivation License prior to operating the Cultivation Facility conditionally authorized by this CUP, and shall at all times comply with the provisions of such license and applicable City Codes and regulations. The revocation or suspension of any required regulatory license shall operate to suspend all operations.
16. Applicant must comply with the recommendations and conditions of the City Manager or his/her designee prior to issuance of any building permits. All development pursuant to this CUP must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
17. A Management, Operations, and Security Plan including the measures set forth in Municipal Code Chapter 12A-7(F) shall be reviewed, and approved by the City Manager (or Designee) and City Building Official prior to Building Permit Issuance. Installation of security measures, including those listed below (See Condition 42a-e) must be completed, inspected, and approved by the City Manager (or Designee) and City Building Official prior to issuance of a Certificate of Occupancy.
18. Prior to the issuance of a Certificate of Occupancy, the Applicant shall secure any change to legal access for ingress and egress to the project site. The cost of which shall be borne by Applicant.
19. Applicant shall provide adequate lighting above all entrances and exits to the proposed 32,534 square foot building, as well as all parking areas and walkways that are under the control of the Applicant.
20. All required lighting shall be of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons within lighted areas during operating hours and shall be designed so as to direct light and glare onto the premises only. Said lighting and glare shall be shielded to deflect lighting away from all adjoining properties.

21. Prior to the issuance of a Conditional Use Permit, the Applicant shall obtain an electric "Will-Serve" letter, as well as a "Will-Serve" letter for Domestic Water and Sanitary Sewer Service from the Needles Public Utility Authority ("NPUA").
22. During grading activities an onsite tribal monitor will be required and in the event of an accidental discovery or recognition of any human remains during project construction activities, Public Resources Code (PRC) Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:
 - There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, then the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98, or
 - Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the property in a location not subject to further subsurface disturbance:
 - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission;
 - The descendant identified fails to make a recommendation; or
 - The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC.
23. During construction, the Applicant shall, at all times, maintain the project site free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days' notice by certified mail, the Applicant does not comply with a notice of violation issued during construction, the City may either cancel building or grading permits and/or implement nuisance abatement proceedings, including placing a lien on the property for costs of abatement.
24. Applicant shall locate outside trash bin(s) or trash cans in a secured, enclosed area; not to be seen by public view and shall be locked at all times.
25. The outdoor cultivation and/or sale of marijuana and/or marijuana products are prohibited on the project site. No activity including, but not limited to, seeding,

growing, or processing shall be conducted outside of the enclosed Cultivation Facility. The only time in which the product of any type is allowed to be outside of the 32,534square foot building enclosure is for loading and/or transportation/logistic and/or disposal purposes, consistent with the approved Site Plan. Indoor Cultivation is allowed only within a fully enclosed and secure structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, is secured against unauthorized entry, provides complete visual screening, is only accessible through doors, and is inaccessible to minors. Other types of activities or special events are prohibited on the project site unless the applicant has received an approved Temporary Use Permit subject to the provisions of the City Municipal Code.

26. All structures, building walls open to public view shall remain free of graffiti or other extraneous markings, drawing, or signage that was not approved by the City, unless directly related to the business being operated on the premises or otherwise providing pertinent information about said premises. In the event graffiti or other extraneous markings occur, the Applicant shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surface.
27. Prior to occupancy, the Applicant shall prepare and file with the County Fire Department and Sheriff's Department a detailed evacuation plan in the event of an emergency that details how the building will be secured and how first responders will gain access.
28. Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) requirements per the California Regional Water Quality Control Board (RWQCB), Colorado Region.
29. Prior to construction of the building facility, the applicant shall fill out the City's Industrial Wastewater Discharge checklist and provide the City with a detailed description of the project's proposed treatment for wastewater discharge associated with cultivation.

This shall involve and require the applicant to construct a sampling manhole onsite to connect to the facility's wastewater line that will tie-in to the nearby existing sewer line, and shall be constructed large enough in diameter for test tubes to be fitted down for water capture and testing. Said manhole shall connect to the project site's onsite septic tank with access for City Staff, and a composite sampling device to be installed in the manhole with a remote controller. The depth of the manhole will depend on the depth of the sewer.

The applicant shall also describe if:

- a) Reverse osmosis will be utilized, and if so, shall provide documentation to the City of how concentrated levels of Total Dissolved Solids (TDS) and brine

solutions will be disposed and of the licensed entity that will be appointed in receiving TDS waste; or

- b) If Hydroponic Grow Methods will be utilized, the applicant shall notify the City prior to initial discharge of hydroponic water media. Testing shall be performed at the time of discharge by a licensed wastewater testing firm. If testing reveals an exceedance in the maximum allowable threshold for dissolved solids, the facility shall halt any further discharge until appropriate filtering methods have been replaced/installed and re-tested by the wastewater testing firm until discharge levels of dissolved solids fall below the maximum allowable threshold. Failure to notify the City or detection of an unapproved discharge shall be considered "non-compliant" and is subject to sanctions up to and including discontinuance of service in accordance with Sections 9.5 and 10.7 of the City Code.
- 30. No nuisance water shall escape the Project Site onto public streets or adjacent properties.
 - 31. If hazardous substances are used and/or stored in connection with the project, that exceed 55 gallons, 500 pounds, or 200 cubic feet (compressed gas) at any one time in the course of a year, a Business Emergency/Contingency Plan shall be prepared prior to issuance of Certificate of Occupancy and shall be in compliance with California Health & Safety Code (CHSC), Division 20, Chapter 6.95, Sections 25500 – 25520, California Code of Regulations (CCR), Title 19, Division 2, Chapter 4, Article 4, Sections 2729 - 2732, Title 40, Code of Federal Regulations (CFR), and EPA (SARA, Title III). A technical opinion and report may be required, identifying and developing methods of protection from the hazards presented by the hazardous materials. This report shall be prepared by a qualified and properly licensed person, firm, or corporation and submitted to the Fire Department. This report shall also explain the proposed Facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.
 - 32. The Project addition shall not exceed 28,601 square feet, and the total area shall not exceed 32,534 square feet, as authorized pursuant to the CUP. In the event that State law further restricts or limits these requirements, the Cultivation Facility shall comply with all size requirements for such facilities imposed by State law and consistent with any State issued permit or license. A decrease in Indoor Cultivation below that which is authorized shall not require a new or amended CUP.
 - 33. Indoor Cultivation shall not adversely affect the health or safety of the nearby residents, businesses or properties by creating offensive odors, dust, glare, heat, noise, smoke, traffic, vibration, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby properties or areas open to the public, and shall not be hazardous due to use or storage of materials, processes, products or wastes. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.

34. The Cultivation Facility shall comply fully with all applicable restrictions and mandates set forth in State law, including without limitation, the Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued by the California Attorney General in August 2008, as may be amended from time to time. The Cultivation Facility shall not engage in any activities not allowed at Cultivation Facilities pursuant to State law and Chapter 12A of the Municipal Code. The Cultivation Facility shall comply with all horticultural, labeling, processing, and other standards required by State law and Chapter 12A of the Municipal Code.
35. All marijuana and marijuana products shall be stored in a secured manner within the Cultivation Facility during business and non-business hours.
36. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Cultivation Facility. The term "premises" includes the actual building, as well as any accessory structures and parking areas. The building entrance to the Cultivation Facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the Facility is prohibited.
37. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Cultivation Facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Cultivation Facility.
38. With the exception of Emergency Medical Care provided in the event of an accident or injury, Physician services shall not be provided on the premises.
39. No physical change, alteration, or modification of the premises of the Cultivation Facility is allowed that materially or substantially alters the permitted use or the approved site plans. Material changes include, but are not limited to, an increase in the total square footage of the Cultivation Facility, or the addition, sealing of, or relocation of a wall, common entryway, doorway, or other means of ingress and/or egress to the Facility.
40. The Cultivation facility shall not distribute, sell, dispense, or administer marijuana out of its Facility to the public. A Cultivation facility shall not be operated as a Cooperative/Collective.
41. Applicant shall identify the on-site manager(s) of the Facility to whom notice of operational issues may be provided. The Cultivation Facility shall make every good faith effort to encourage residents, businesses, or members of the public to call this Facility Manager as a first step to resolving operating problems, if any, before calls or complaints are lodged with the Sheriff's or Planning Department.

42. A security plan shall be clearly detailed on the Site Plan and installed at the Facility, including the following measures:
- (a) Security cameras shall be installed and maintained in good, operable condition, and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the City Manager or his/her designee. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and corners of the building, and any other areas as determined by the City Manager or his/her designee. Recordings shall be made available to the City Manager or his/her designee upon 24 hours' notice;
 - (b) The facility shall be alarmed with an alarm system that is operated and monitored by a properly licensed security company. Any security personnel, whether armed or unarmed, employed by the Cultivation Facility shall have and possess on their person a valid, State issued, licenses (commonly known as a "Guard Card");
 - (c) Entrance to the cultivation area and any storage areas shall be locked at all times, and under the control of staff of the Cultivation Facility;
 - (d) The entrance(s) shall be illuminated during evening hours. The Applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed.
 - (e) Entry doors to the building shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.
43. Applicant shall enter into an agreement with the City that fully reimburses the City for all costs incurred by the City, resulting from the existence of the Facility, and provides the City with any applicable impact or other fees, imposed now or hereafter, to offset the potential impacts of the Cultivation Facility within the City.
44. The City Manager, or the City Manager's designee, shall have the right to enter the Cultivation Facility from time to time upon 24 hours' notice for the purpose of making reasonable inspections to observe and enforce compliance with these conditions of approval and all laws of the City and State of California.
45. Applicant shall provide the utility department with required volume and pressure demand, including calculations that will define the total fixture units and minimum size of drainage pipes, to verify that the proposed new and existing lateral will be adequate to fulfill the demand. Applicant shall also clarify plans the rerouting of the existing lateral water line.
46. Applicant shall provide the electric load calculation.

47. If the Applicant utilizes an average of 125 percent or more of the permitted electricity or water amount based on the electric and water Will-Serve letters, in any one (1) year without prior written approval by the NPUA, all operations must cease immediately and the same shall be grounds for revocation of the CUP. Average electricity and water usage will be monitored on a quarterly basis by NPUA and City of Needles.
48. All outside ground mounted HVAC equipment shall be “caged” so as to minimize the potential for vandalism or theft of HVAC systems, wiring or copper.
49. Operation of the Cultivation Facility in violation of any condition(s) of this CUP approval or requirements of Chapter 12A of the Municipal Code or other City regulation or ordinance shall constitute a violation of the CUP and shall be enforced pursuant to the provisions of thereof.
50. If any condition of approval of this CUP is held or declared to be invalid by a court of competent jurisdiction, the entire Project and CUP may be reviewed and substitute and/or additional conditions may be imposed.
51. Any violation of these conditions of approval shall constitute grounds for revocation of the CUP. The CUP may be revoked by the permit-issuing authority only in accordance with the requirements of Section 118.04 of the City’s Zoning Code. Any such decision is appealable by the Applicant in accordance with Section 118.05 of the City’s Zoning Code.
52. The project shall be built in conformance to the site plan drawing dated August 19, 2022. Any deviation from the approved plan shall require Planning Commission approval.
53. Applicant must use asphalt or concrete for driving and parking surfaces per City standards.
54. The project is required to be handicap accessible, with ADA compliant restrooms. The project is required to provide an ADA compliant path of travel between both cultivation buildings on site.
55. The proposed 32,534 square foot building shall be painted in alternating stripes of light and dark grey for the building’s siding. The existing building to be painted a gold color.
56. Any exposed metal surfaces to the building shall be masked with new skin architectural treatment. At all times the building shall be maintained with appropriate paint or exterior treatment.
57. Electric meter and main disconnect to be installed on exterior of building.
58. Applicant must comply with the recommendations of the San Bernardino County Fire Department prior to issuance of any building permits. All development pursuant to

this permit must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.

59. Water and wastewater capacity fees will be paid prior to Certificate of Occupancy.
60. City of Needles Development Impact Fees will need to be paid prior to Certificate of Occupancy.
61. At any time building permits are applied for at this site, whether for external or internal changes, new site and interior drawings are required to be submitted prior to receiving a building permit.
62. All public improvements proposed across the site's frontage shall meet all current city standards and at a width as determined by the City Engineer.
63. The Applicant acknowledges that the Bureau of Reclamation ("BOR") Policy entitled "Use of Reclamation Water or Facilities for Activities Prohibited by the Controlled Substances Act of 1970", which may be amended and/or extended from time to time, prohibits the BOR from approving the use of Reclamation water or facilities to facilitate activities prohibited by the Controlled Substances Act, including the use of Reclamation facilities or water in the cultivation of Cannabis, and in the event the BOR becomes aware that Reclamation facilities or the water they supply are being used to facilitate cultivation of Cannabis, will report such action to the Department of Justice ("DOJ"). Applicant acknowledges and agrees that as a result of any determination by the BOR that water service constitutes Reclamation water or facilities or any action of the BOR or DOJ taken as a result of such determination, is beyond the reasonable control of the NPUA and/or the City, and the NPUA and the City and its employees shall be free from any liability to the Applicant, its successors in interest, or any other interested party as a result thereof. The Applicant is required to take any action necessary as a result of any BOR determination or action related thereto, including obtaining additional sources of water for the Project. Any actions must be done in accordance with all applicable City Code provisions and regulations.
64. CO2 Tanks on the front of the building to add a black awning over CO2 tanks and paint the awning over the front door of the existing building black.
65. The property will be fenced with a 6-foot wrought iron fence to be installed along the entire property boundary.

SECTION 5. This action shall become final and effective fifteen (15) days after this decision by the City Council, unless within such period, a written appeal is filed with the City Clerk for consideration by the City Council as provided by the Needles City Code.

PASSED, APPROVED AND ADOPTED this 25th day of October, 2022 by the roll call
vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF NEEDLES, CALIFORNIA
Application For Medical Marijuana Business – Conditional Use Permit

Name of Applicant: LAMONT WOLSEY Phone: 928-716-3696 (Applicant must be the owner of the land, the lessee having a lease-hold interest of not less than 5 years, or the agent of any of the foregoing duly authorized in writing)

(I/We) the undersigned, GUOMUNDSON CONSULTING (Owner/Lessee/Agent) of the property listed below, hereby request that the following stated use be permitted to be constructed and/or operated.

1. Project name and address: SOUTHWEST CANNAFARM
211 BALBOA PL
NEEDLES, CA 92363
2. Legal Description of Parcel (attach if necessary): APN # 0660-081-27
3. Briefly Describe: a. Purpose and Intent of proposed project (include acres, square feet, units, etc.).
CONVERT FORMER TRUCK REPAIR FACILITY INTO
CANNABIS CULTIVATION FACILITY LOCATED ON 1.85 ACRES
REMODEL EXISTING 3,938 SQ FT AND CONSTRUCT NEW BUILDING
 - b. Population projection (project residents): 1-5
 - c. Number of persons employed during operation: full time 5-10 part time 5
 - d. Will the Project require new utility services? yes X no
i. Water Service NO no. If so, estimated peak water demand in gallons/minutes:
_____, service requirement.
ii. Sewer Service NO no. Any chemical wastes expelled in sewers? _____
If yes, explain: _____
iii. Electric Service: main size YES; single phase _____; three phase _____
Attachment to existing electric facilities: load calculations 1 MW
 - e. Estimated daily vehicular traffic generated by the operation: 10 Comment: _____
 - f. List major machines – give horsepower and noise rating in decibels: AC UNITS
 - g. Will the project require a permit from the Air Pollution Control District, and if so, describe: NO
 - h. What will be the hours of operation: 7am - 5pm
 - i. Describe materials or machinery that will be stored or parked outside: N/A


5. Identify any other licenses you hold for cannabis in California

<u>Type of License</u>	<u>California City Issuing License</u>
Dispensary	_____
<u>Cultivation</u>	_____
<u>Manufacturing</u>	_____
Testing/Lab	_____
<u>Distribution/Transportation</u>	_____
Other _____	_____

6. Attached (): Site Plan (); Elevations (); Filing Fee (); Legal (); (site plans folded 8 1/2" x 11" reduction)

AUTHORIZATION

Names and signatures of all persons having an interest in the property whose consent is required (by virtue of such interest) to authorize filing of application.

Name (print or type)	Address	Capacity Owner/Lessee
1. LAMONT WOLSEY	211 BALBOA PL	X
Signature 	2525 N. ALPHA	

2.

Signature

3.

Signature

NOTARY PUBLIC

Tandra K. Wallace

STATE OF ALASKA


My Commission Expires 04/13/2025

All signatures represent that they have full legal capacity to, and hereby do, authorize the filing of this application. Leaseholds must be for at least five years or the owner shall be required to sign this application.

Subscribed and sworn before me this 11th day of October, 2022
04/13/2025 My Commission Expires
S: Tandra K. Wallace
Notary Public (or City Staff)

CERTIFICATION

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Name (print): SHAWN GUOMUNDSEN Signature: 
Address: 1406 BAILEY AVE SUITE 21 92363 Telephone: 702-206-0771
Capacity: owner; lessee; agent of LAMONT WOLSEY.

Person(s) to be contacted regarding this application if other than myself:

Address:

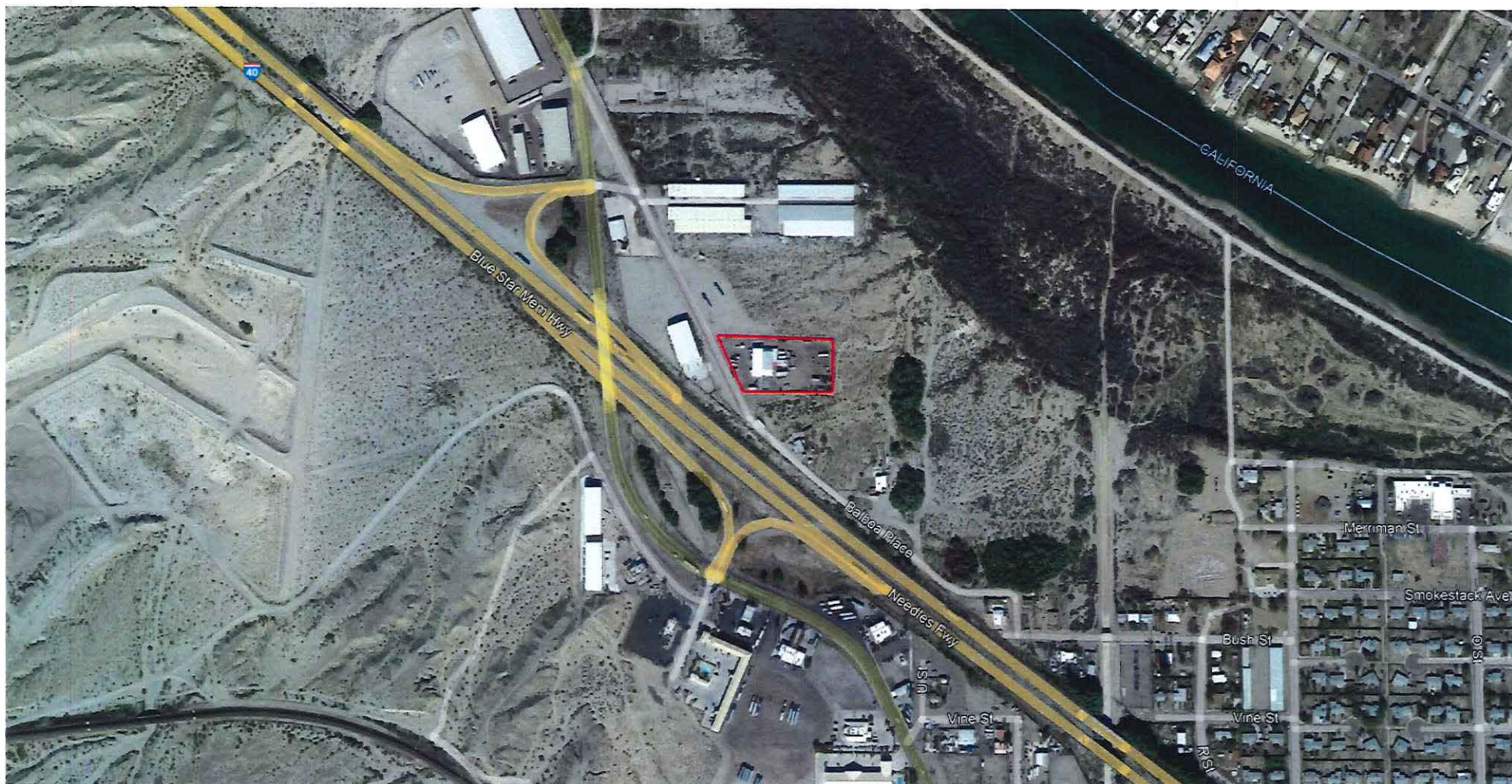
Address:

.....
(STAFF USE ONLY)

Date filed

Rec'd by

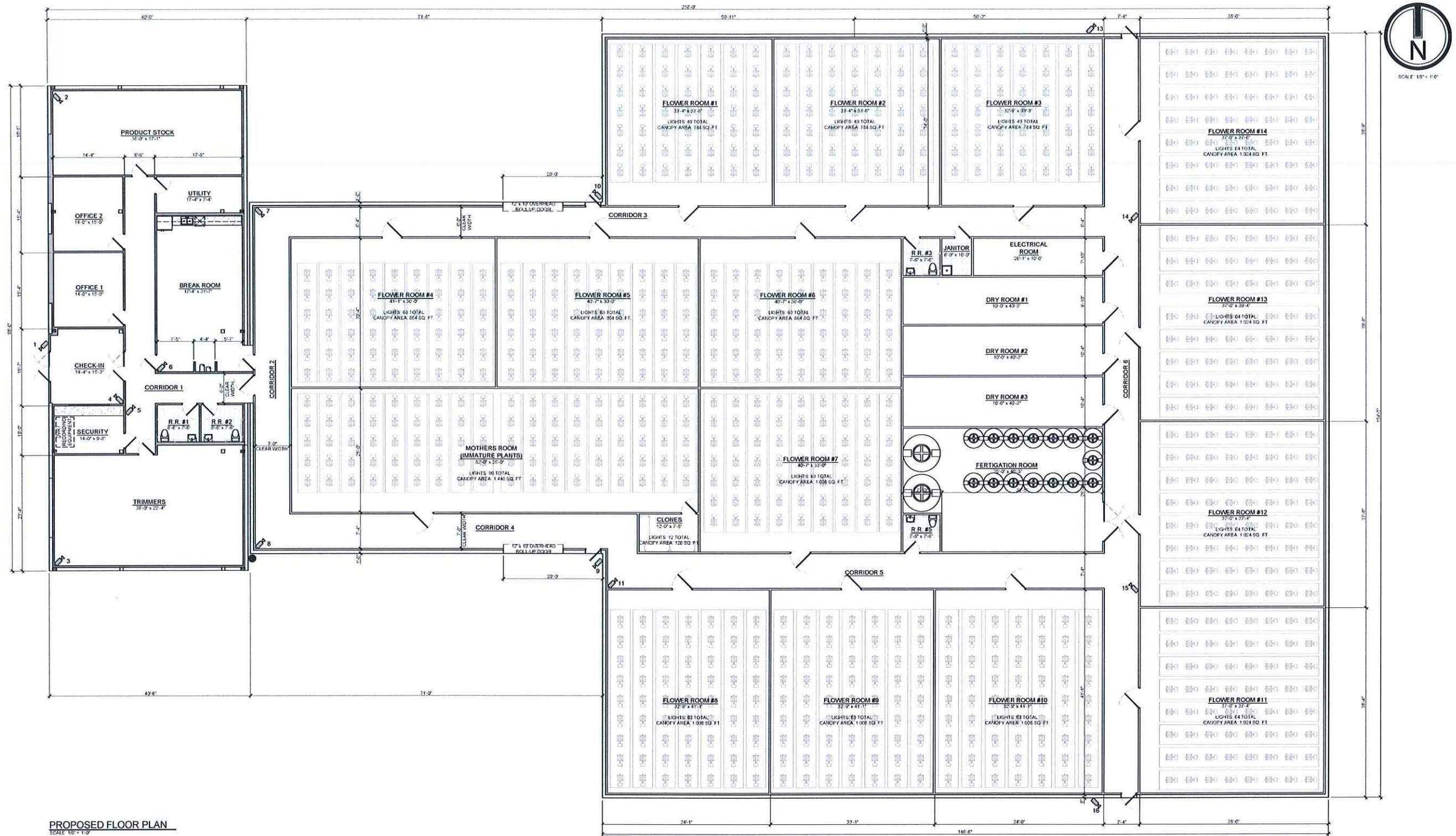
Receipt No.



ATTACHMENT A: Project Location

APPLICANT: Lamont Wolsey

SITE ADDRESS: 211 Balboa



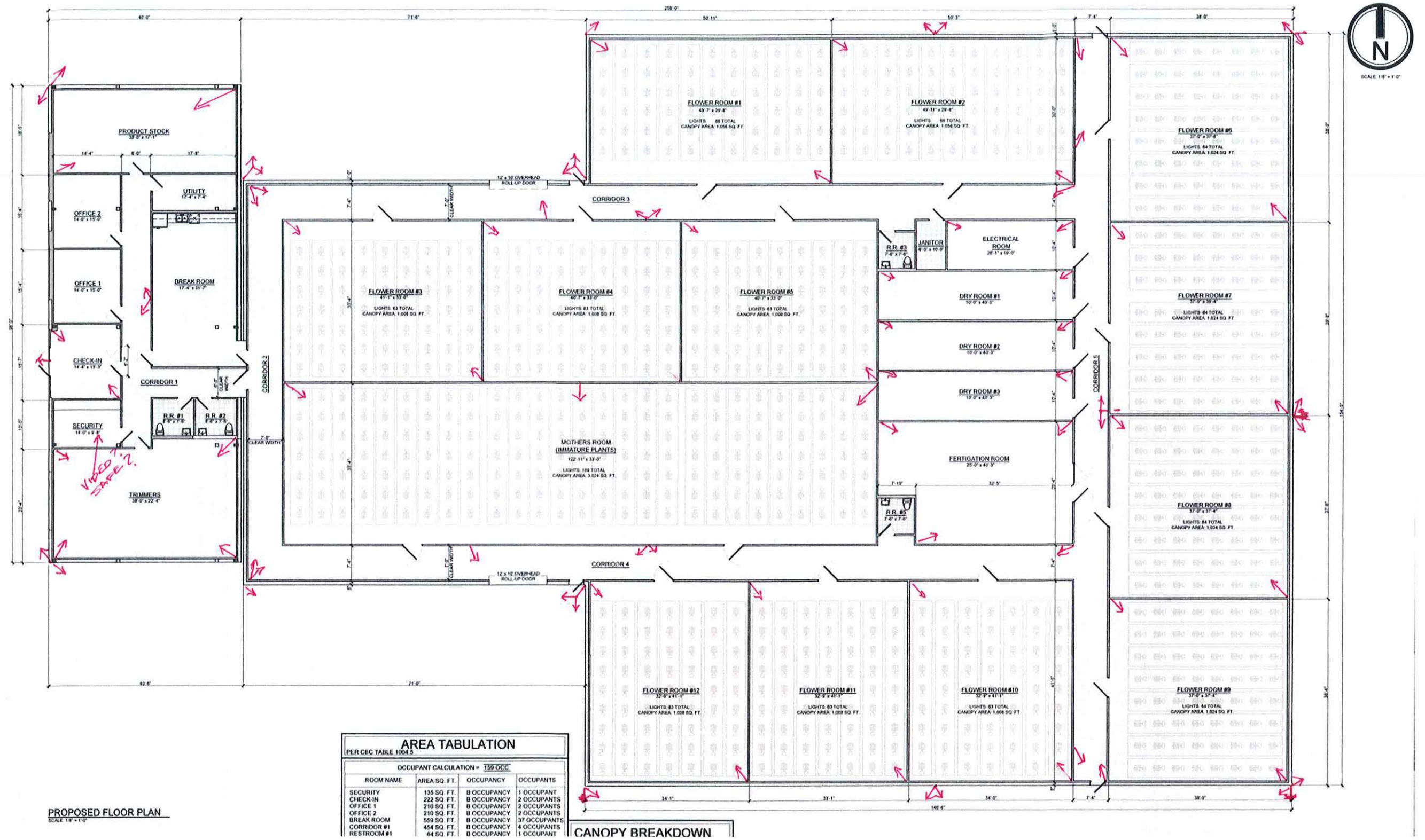
ATTACHMENT C: Floor Plan
APPLICANT: Lamont Wolsey
SITE ADDRESS: 211 Balboa



ATTACHMENT D: Conceptual Elevation Plan

APPLICANT: Lamont Wolsey

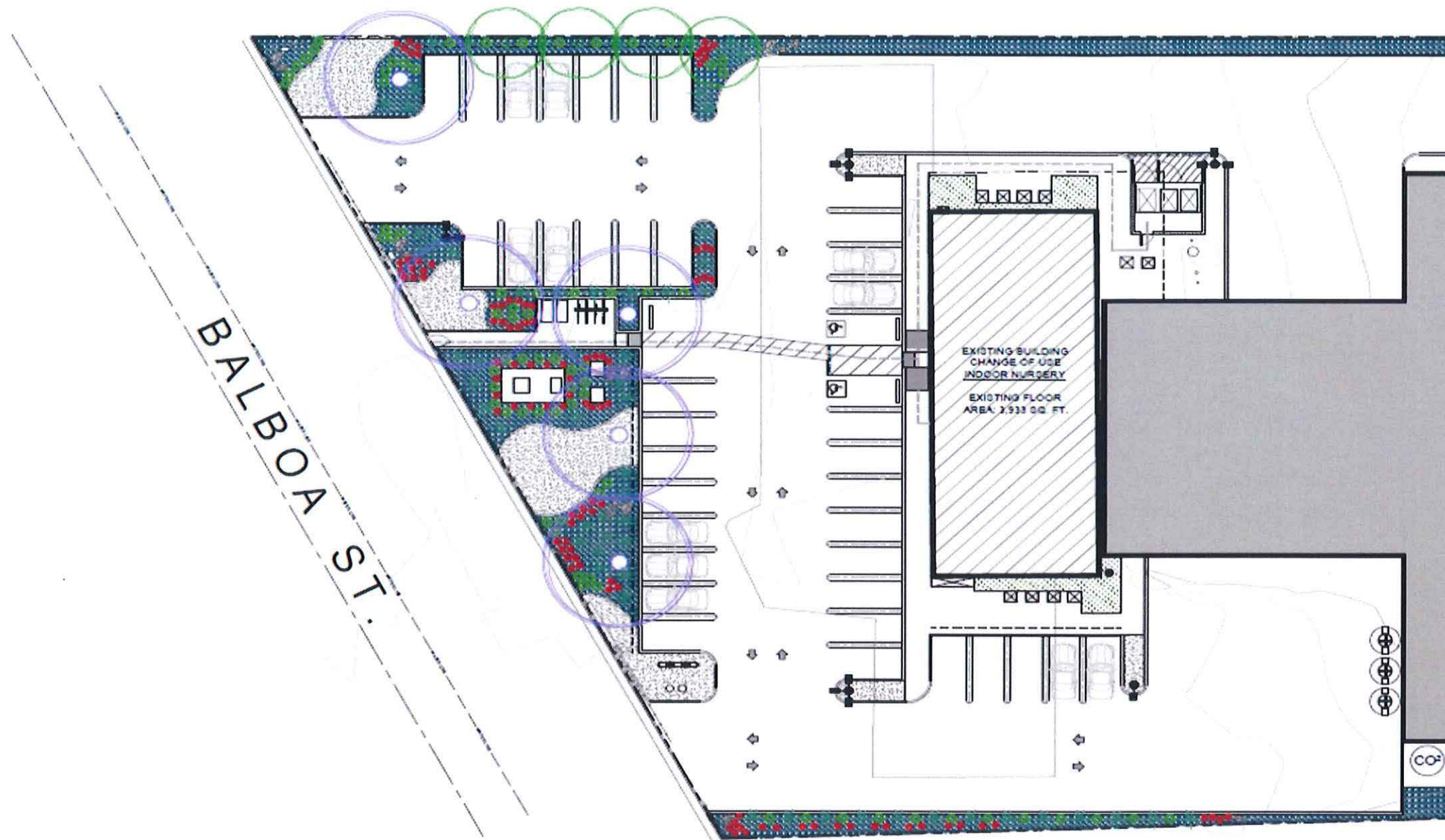
SITE ADDRESS: 211 Balboa



ATTACHMENT E: Security Plan
APPLICANT: Lamont Wolsey
SITE ADDRESS: 211 Balboa



Landscape Plan



PLANTING LEGEND - SHRUBS

IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		LEUCOPHYLLUM LANGMANIAE	TEXAS RANGER	105	LOW	5 GALLONS 1 X 1.0 GPH EMITTER REQ.
		HEDEPRALOE	RED YUCCA	61	LOW	5 GALLONS 1 X 1.0 GPH EMITTER REQ.

PLANTING LEGEND - TREES

IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		QUERCUS LOBATA	VELLY OAK	6	LOW	24" BOX 1 X 1.0 GPH EMITTER REQ.
		PRUNUS CERASIFERA NIGRA	PURPLE PLUM	2	LOW	24" BOX 1 X 1.0 GPH EMITTER REQ.

PLANTING LEGEND - GROUND COVERS

IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		LIGUSTRUM SINENSE	SUNSHINE LIGUSTRUM	73	MODERATE	5 GALLONS 1 X 1.0 GPH EMITTER REQ.
		ARTIFICIAL SOD	ASTRO-TURF	N/A	NONE	
		RIVER ROCK: 4" MINIMUM & 6" MAXIMUM RIVER ROCKS, FILL GAPS WITH 3/4" THK. RIVER ROCK AS NECESSARY.				
		GRAVEL: 3/4" MAXIMUM SIZE DECORATIVE ROCK, WITH 3" MINIMUM DEPTH OVER GRADED NATIVE SOIL.				
		BOULDER: RED / TAN TONES, WITH IRREGULAR SHAPE. SIZED VARIES PER CLIENT PREFERENCE.				

BUILDING HEIGHT: 25'-0"
A.P.N. 0660-081-27-P001

ATTACHMENT F: Landscape Plan
APPLICANT: Lamont Wolsey
SITE ADDRESS: 211 Balboa





ATTACHMENT G: Rendering
APPLICANT: Lamont Wolsey
SITE ADDRESS: 211 Balboa



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: October 25, 2022

Title: City Council Resolution No. 2022-75
A Resolution of the City Council of the City of Needles Approving an Amendment to City Council Resolution No. 2021-52 reducing the Cannabis Cultivation Area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-30-0000 in the C-2 General Commercial Zone

Background: Applicant, Jesse Dean Brown, representative for Needles Flower Refinery is proposing to construct a 2,399 square foot retail cannabis business. On September 1, 2021, the Needles Planning Commission approved Conditional Use Permit Resolution No. 09-01-2021-2 PC recommending approval of a 24,242 Sq. Ft. cannabis cultivation building. The applicant would like to amend Resolution 09-01-2021-2 to reduce the cultivation area by 2,511 sq. ft. (Attachment A, *Project Location*) and construct a 2,399 Sq. Ft. cannabis retail business located at 2701 Columbus Drive. The project site is currently developed with two existing cannabis cultivation facilities (Building 1 and Building 2). This cannabis retail project will be Phase 1 of the third building with the 21,731 future cultivation facility being built within 12 months. As shown in Attachment B-2, Proposed *Site Plan*, the proposed 2,399 square foot retail cannabis business would be constructed adjacent to the proposed 21,731 future cultivation facility.

The applicant has demolished and removed the previously existing 2,810 square foot building (formally owned and operated by the Taco Bell franchise). The two properties have been merged into one parcel APN 0660-081-30 which will contain Buildings 1, 2, and 3. The project is located within the General Plan Commercial Highway land use designation and within the General Commercial (C-2) zoning designation.

As shown in Attachment C-1 and C-2, *Floor Plans*, the proposed retail cannabis business would be the first phase of the third building and be build before the cultivation facility and be completely partitioned off. The retail business would contain a Customer Check-In Room (132 sq. ft.), a Retail Floor (469 sq. ft.), a Vault Room (210 sq. ft.), two Offices (82 sq. ft. and 809 sq. ft.), a foyer (148 sq. ft.), and a Break Room (117 sq. ft.) and bathrooms. Access to the project would be provided via Columbus Drive and would provide a total of 26 onsite parking spaces including one (1) Americans with Disability Act (ADA) parking space.

As shown in Attachment D-2, *Conceptual Elevation Plans*, the building will feature two roll-up doors and three pedestrian doors. The building would be painted brown and would rise to a maximum height of 36 feet.

As shown in Attachment E, *Security Plan*, security measures have been incorporated into the project. Security cameras and lighting will be mounted on all exterior corners of the building and at door entrances. Interior security cameras will be utilized for each

room within the building, as well as on-site security personnel, use of audible interior and exterior alarms. Entry into the building will be activated by an employee badge utilizing a “buzz in” system.

As shown in Attachment F, *Landscape Plan*, the project would improve the existing landscaping on site through the addition of shrubs such as Texas Rangers and Red Yuccas, trees such as Purple Plums, and ground cover consisting of Sunshine Ligustrum and Astro-Turf, as well as boulders, river rock, and gravel.

Hours of operation for the retail cannabis business would be from 10 am to 7 pm, seven days a week and would employ a total of 6 employees under three shifts. Traffic from this Retail Cannabis Business is expected to generate 10-20 vehicle trips per day.

On October 19, 2022, the Planning Commission held a duly noticed and advertised public hearing for an amendment to Resolution No. 2021-52 reducing the Cannabis Cultivation Area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business in the C-2 General Commercial Zone located at 2701 Columbus Drive, also known as APN 0660-081-30-0000. City Staff discussed the proposed 8'-0" wrought iron fencing with a proposed sliding gate with fire access. Condition No. 69 was added to include an 8-foot wrought iron fence to be installed along the entire property boundary with a sliding gate for fire access. There was also a discussion regarding reflective noise and the impact it would have on the adjacent motel. The Planning Commissioners voted unanimously to recommend the Project to the City Council.

Conditional Use Permit Findings.

In accordance with Section 94.07, the Planning Commission must make the following findings for a Conditional Use Permit:

A. That the requested permit is within its jurisdiction according to the table of permissible uses.

FINDING: The facility is located in a General Commercial (C-2) zoning designation, which under Ordinance No. 629 AC, permits cannabis retail business operations to occur within the facility through approval of a Conditional Use Permit and a Regulatory Permit.

B. The Application is Complete

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the demolition and removal of an existing 2,810 square foot building for the proposed construction of a two-story 2,399 cannabis retail business in the third building.

C. The development is in general conformity with the Needles General Plan.

FINDING: The proposed project, a cannabis retail business, is consistent with uses identified in the General Plan Highway Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cannabis retail businesses to operate within the General Commercial (C-2) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval

require that only cannabis retail business uses are allowed within the proposed 2,399 square foot building. The proposed cannabis retail business is Phase I of the project. Future expansion of cannabis cultivation on the site was previously approved through CUP 09-01-2021-2 PC.

D. The development is in harmony with the area in which it is located.

FINDING: The project site is located in a developed portion of the city. The project site is located on a developed 2.17-acre parcel. The project has involved the demolition and removal of the previously existing 2,810 square foot building for the proposed construction of a two-phase project. Phase I includes the construction of a 2,399-cannabis retail business. The project site was previously entitled through CUP 09-01-2021-2 PC for a 24,242 sq. ft. cannabis cultivation facility and will part of Phase II for the project site. The 24,242 Sq. Ft. cannabis cultivation facility will be reduced by 2,511 sq. ft. for the construction of a 21,731 sq. ft. cannabis cultivation facility. The project is located in a partially developed area with open desert to west (beyond Buildings 1 and 2) a fast-food restaurant to the south, and Interstate 40 to the north and east. Traffic from this Cannabis retail business is expected to generate 10-20 vehicle trips per day. On-site parking will include 26 onsite parking spaces. The proposed exterior design and color tone of cannabis retail business building will include architectural enhancements to match and compliment the existing exterior design and color tone of the existing two buildings (Buildings 1 and 2).

E. The development will not materially endanger the public health or safety.

FINDING: The project is located in a developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting and security systems for the 2,399 square foot cannabis retail business are in place for health and safety purposes.

F. The development will not substantially injure the value of adjoining or abutting properties.

FINDING: The project site is zoned General Commercial (C-2). The area to the north across Interstate 40 freeway is zoned Highway Commercial (C-3), to the south zoned General Commercial (C-2), to the east, across Interstate 40 freeway zoned General Commercial (C-2) and Commercial Residential Resort (CRR) and to the west zoned Open Space (O). The project has been conditioned to install landscaping with plant species in accordance with the City's adopted planting palette. These requirements would assist in maintaining the value of adjoining or abutting properties.

Public Notification: A public hearing notice was published in the Needles Desert Star on Wednesday, October 5, 2022. Notices were also sent to property owners within 300 feet of the proposed project and posted in two conspicuous locations.

Fiscal Impact:

1. The 10% of gross sales of medical cannabis business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.

6. Statewide 10% sales tax, the city's share is 1%.

Environmental: This project is categorically exempt under Section 15332(a-e), Class 32. A project is considered exempt from CEQA under Class 32 if it is consistent with the applicable General Plan designation and policies, and applicable zoning; occurs within city limits on a project site of no more than five acres in size; has no value as habitat for endangered, rare or threatened species; does not result in significant effects of relating to traffic, noise, air quality or water quality and can be adequately served by all required utilities and public services. This project is also categorically exempt under Section 15301, Class 1(l). A project is considered exempt from CEQA under Class 1(l) if it involves the demolition and removal of individual small structures listed in this subdivision where the project contains either a store, motel, office, restaurant, or similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use.

Recommendation: Approve Resolution 2022-75, Approving an Amendment to Resolution No. 2021-52 reducing the Cannabis Cultivation Area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-30-0000 in the C-2 General Commercial Zone

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

City Management Review: _____ **Date:** _____

Agenda Item: _____

RESOLUTION 2022-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN AMENDMENT TO CITY COUNCIL RESOLUTION NO. 2021-52 REDUCING THE CANNABIS CULTIVATION AREA BY 2,511 SQ. FT. AND ADDING A 2,399 SQ. FT. RETAIL CANNABIS BUSINESS TO BE LOCATED AT 2701 COLUMBUS DRIVE ALSO KNOWN AS APN 0660-081-30-0000 IN THE C-2 GENERAL COMMERCIAL ZONE

WHEREAS, the City Council wishes to assist property owners in their efforts to build in the City in a reasonable manner that does not create a hazard to health, safety, and welfare or degrade property values or create incompatibility with surrounding uses; and

WHEREAS, on May 26, 2020, City Council Ordinance No. 629-AC was approved allowing cannabis cultivation in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the parcel being considered for cannabis cultivation is currently zoned C-2 "Highway Commercial" for APN 0660-081-30-0000; and

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on October 5, 2022, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on October 19, 2022, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the Conditional Use Permit **RESOLUTION 10-19-2022-1 PC**; and

WHEREAS, on October 25, 2022, the Needles City Council held a duly noticed and advertised public hearing for approving an Amendment to City Council Resolution No. 2021-52 reducing the Cannabis Cultivation Area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-30-0000 in the C-2 General Commercial Zone; and

WHEREAS, Section 94.07(d) of the Needles City Code describes the findings required to approve a Conditional Use Permit; and

WHEREAS, the Needles City Council has sufficiently considered all testimony and any documentary evidence presented to them in order to make the following determination.

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

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15061(b)(3) of the State CEQA Guidelines. A project is considered to be exempt from CEQA if the activity is covered by the general rule that CEQA applies only to

projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to approve a Conditional Use Permit, according to the criteria specified in Section 94.07(d) of the Needles City Code:

- A. *That the requested permit is within its jurisdiction according to the table of permissible uses.*

FINDING: The facility is located in a General Commercial (C-2) zoning designation, which under Ordinance No. 629 AC, permits cannabis cultivation operations to occur within the facility through approval of a Conditional Use Permit and a Regulatory Permit.

- B. *The Application is Complete*

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the demolition and removal of an existing 2,810 square foot building for the proposed construction of a two-story 2,399 retail cannabis business in the third building.

- C. *The development is in general conformity with the Needles General Plan.*

FINDING: The proposed project, a cannabis dispensary, is consistent with uses identified in the General Plan Highway Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cultivation facilities to operate within the General Commercial (C-2) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval require that only dispensary uses are allowed within the proposed 2,399 square foot building. The proposed retail cannabis business is Phase I of the expansion of cannabis cultivation on the site within the approved 21,731 cultivation building which has already received a CUP 09-01-2021-2 PC.

- D. *The development is in harmony with the area in which it is located.*

FINDING: The project site is located in a developed portion of the city. The project site is located on a developed 2.17-acre parcel that will involve demolition and removal of an existing 2,810 square foot building for the proposed construction of a two-story, 21,731 square foot cultivation building (Building 3) and 2,399 attached dispensary building. The proposed 2,399 square foot retail cannabis business would be situated east of Building 3. The project is located in a partially developed area with open desert to west (beyond Buildings 1 and 2) a fast-food restaurant to the south, and Interstate 40 to the north and east. Traffic from this Retail Cannabis Business is expected to generate 10-20 vehicle trips per day. On-site parking will include 26 onsite parking spaces through completion of the Parcel Merger with APN 0660-081-

31. The proposed exterior design and color tone of Building 3 will match and compliment with the existing exterior design and color tone of Building 1 and Building 2.

E. The development will not materially endanger the public health or safety.

FINDING: The project is located in a developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting and security systems for the 2,399 square foot cannabis dispensary are in place for health and safety purposes.

F. The development will not substantially injure the value of adjoining or abutting properties.

FINDING: The project site is zoned General Commercial (C-2). The area to the north across Interstate 40 freeway is zoned Highway Commercial (C-3), to the south zoned General Commercial (C-2), to the east, across Interstate 40 freeway zoned Highway Commercial (C-3) and Commercial Residential Resort (CRR) and to the west zoned Open Space (O). The project has been conditioned to install landscaping with plant species in accordance with the City's adopted planting palette. These requirements would assist in maintaining the value of adjoining or abutting properties.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION NO. 2022-75**

SECTION 4. The City Council HEREBY APPROVES Resolution **2022-75**, Approving Conditional Use Permit No. 10-19-2022-1 PC, amending City Council Resolution No. 2021-52 reducing the Cannabis Cultivation area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-30-0000 in the C-2 General Commercial Zone with the following conditions:

1. Conditional Use Permit ("CUP") No. 10-05-2022 PC conditionally authorizes one dispensary within one 2,399 square foot building located at 2701 Columbus. This CUP does not authorize the use of a Cooperative/Collective, Manufacturing, Distribution, Cultivation Facility or Testing Laboratory at this site. These Conditions of Approval shall apply to the cultivation of marijuana and the establishment of the Dispensary only, whether it is classified as medical or, in the event it is legalized or otherwise provided immunity from prosecution within the State or by the Federal Government, recreational.
2. The Applicant/Owner/Operator, and his/her/its successor(s) in interest ("Applicant") shall comply with all conditions of this CUP, including the Needles Municipal Code ("Municipal Code") and Chapter 12A thereof, the City Zoning Code, including Article IV and Section 94 thereof, and all applicable laws, policies, rules and regulations of the City, County, and State; and shall comply with any requirements associated with this approval or with the issuance of any Dispensary License as required by Chapter 12A of the Municipal Code.

3. This CUP is issued in accordance with the provisions of the Municipal Code, and all development subject to the CUP shall occur strictly in accordance with the CUP plans and applications approved by the City. Failure to implement and maintain all provisions of these conditions of CUP approval shall be deemed grounds for revocation.
4. The CUP is issued contingent upon the Applicant's compliance with the provisions of Municipal Code Chapter 12A, and the issuance of all applicable permits and licenses in connection therewith, including, without limitation, a Marijuana Cultivation License, prior to the issuance of a Certificate of Occupancy pursuant to this CUP.
5. The approval for CUP No. 10-19-2022 PC is subject to the six (6) month expiration provisions of Section 94.13(a) of the City's Zoning Code, and will expire on **04-19-23**.
6. The permit issuing authority may extend for a period of up to six (6) months, the date when the permit would otherwise expire pursuant to 94.13(a) if it concludes that: (1) the permit has not yet expired; (2) the permit recipient has proceeded with due diligence and in good faith; and (3) conditions have not changed so substantially as to warrant a new application.
7. The Applicant shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the Applicant and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. As a condition of this approval, the Applicant or its authorized representative shall:
 - (a) Execute an agreement to defend (with legal counsel of the City's choice), indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation(s) of federal law associated with the permitting, licensing, approval, and/or operation of the Dispensary; and
 - (b) Maintain insurance in the minimum amount of \$1 million per claim and \$2 million in the aggregate; and
 - (c) Name the City as an additional insured on all City required insurance policies; and

- (d) Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of the Dispensary.
8. All development on the project site shall be in compliance with all applicable provisions of the City's Municipal Code and all applicable provisions of the adopted and applicable Building, Construction and Fire Codes, the Americans with Disabilities Act, and all City building, zoning, business, and health regulations. All new construction shall obtain appropriate building permits and comply with the requirements of the Planning, Building, and Fire Departments.
 9. With the exception for amendments and/or modifications that are consistent with Section 94.15 of the City's Zoning Code, anything not shown on the CUP application or the Site Plan, or which is not specifically approved herein, or which is not in compliance with the CUP, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted hereunder null and void. Construction (if any) shall cease until all requirements of this CUP are complied with, and development entitlements may be withheld until any Code violations are abated.
 10. No Certificate of Occupancy shall be granted until all Conditions of Approval have been completed and approved by the City and Fire Department unless otherwise identified herein, and all offsite improvements have been completed and accepted by the City.
 11. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit a notarized affidavit acknowledging acceptance of the conditions of this CUP. This authorization shall become void, and any privilege, permit, or other authorization granted under these entitlements shall be deemed to have lapsed if compliance with this condition has not been undertaken within the specified time limits.
 12. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.
 13. The Applicant shall pay all established service, permit, impact, environmental, and other applicable fees required by the City as a condition of this CUP.
 14. The Applicant shall at all times comply with any applicable State law, including but not limited to: the Compassionate Use Act (Proposition 215), the Medical Marijuana Program Act (Senate Bill 420), the Medical Marijuana Regulation and Safety Act (collectively Assembly Bill 266, Assembly Bill 243, and Senate Bill 643, signed into law by Governor Brown on October 9, 2015, as may be amended from time to time), and any other State or California Constitutional provision, whether now or later adopted, including any location restrictions.
 15. The Applicant shall apply for a separate Conditional Use Permit and obtain a Marijuana Cultivation License prior to operating the future proposed Cultivation Facility at this site, and shall at all times comply with the provisions of such license

and applicable City Codes and regulations. The revocation or suspension of any required regulatory license shall operate to suspend all operations.

16. Applicant must comply with the recommendations and conditions of the City Manager or his/her designee prior to issuance of any building permits. All development pursuant to this CUP must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
17. A Management, Operations, and Security Plan including the measures set forth in Municipal Code Chapter 12A-7(F) shall be reviewed, and approved by the City Manager (or Designee) and City Building Official prior to Building Permit Issuance. Installation of security measures, including those listed below (See Condition 42a-e) must be completed, inspected, and approved by the City Manager (or Designee) and City Building Official prior to issuance of a Certificate of Occupancy.
18. Prior to the issuance of a Certificate of Occupancy, the Applicant shall secure any change to legal access for ingress and egress to the project site. The cost of which shall be borne by Applicant.
19. Applicant shall provide adequate lighting above all entrances and exits to the proposed 2,399 square foot building, as well as all parking areas and walkways that are under the control of the Applicant.
20. All required lighting shall be of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons within lighted areas during operating hours and shall be designed so as to direct light and glare onto the premises only. Said lighting and glare shall be shielded to deflect lighting away from all adjoining properties.
21. Prior to the issuance of a Conditional Use Permit, the Applicant shall obtain an electric "Will-Serve" letter, as well as a "Will-Serve" letter for Domestic Water and Sanitary Sewer Service from the Needles Public Utility Authority ("NPUA").
22. During grading activities and in the event of an accidental discovery or recognition of any human remains during project construction activities, Public Resources Code (PRC) Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:
 - There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, then the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendent may make recommendations to the landowner or the person

responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98, or

- Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the property in a location not subject to further subsurface disturbance:
 - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission;
 - The descendant identified fails to make a recommendation; or
 - The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC.
23. During construction, the Applicant shall, at all times, maintain the project site free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days' notice by certified mail, the Applicant does not comply with a notice of violation issued during construction, the City may either cancel building or grading permits and/or implement nuisance abatement proceedings, including placing a lien on the property for costs of abatement.
24. Applicant shall locate outside trash bin(s) or trash cans in a secured, enclosed area; not to be seen by public view and shall be locked at all times.
25. The outdoor cultivation and/or sale of marijuana and/or marijuana products are prohibited on the project site. No activity including, but not limited to, seeding, growing, or processing shall be conducted outside or inside the Dispensary. The only time in which the product of any type is allowed to be outside of the 2,399 square foot building enclosure is for loading and/or transportation/logistic and/or disposal purposes, consistent with the approved Site Plan. Indoor Cultivation is not permitted through this Conditional Use Permit Other types of activities or special events are prohibited on the project site unless the applicant has received an approved Temporary Use Permit subject to the provisions of the City Municipal Code.
26. All structures, building walls open to public view shall remain free of graffiti or other extraneous markings, drawing, or signage that was not approved by the City, unless directly related to the business being operated on the premises or otherwise providing pertinent information about said premises. In the event graffiti or other extraneous markings occur, the Applicant shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surface.
27. Prior to occupancy, the Applicant shall prepare and file with the County Fire Department and Sheriff's Department a detailed evacuation plan in the event of an emergency that details how the building will be secured and how first responders will gain access.

28. Applicant shall comply with applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit program and provide an approved Rainfall Erosivity Waiver or written verification from the Regional Water Quality Control Board specifying the project's WDID number prior to issuance of any grading permit.
29. Prior to construction of the Dispensary and Cultivation Facility, the applicant shall fill out the City's Industrial Wastewater Discharge checklist and provide the City with a detailed description of the project's proposed treatment for wastewater discharge associated with cultivation.

This shall involve and require the applicant to construct a sampling manhole onsite to connect to the facility's wastewater line that will tie-in to the nearby existing sewer line, and shall be constructed large enough in diameter for test tubes to be fitted down for water capture and testing. Said manhole shall connect to the project site's onsite septic tank with access for City Staff, and a composite sampling device to be installed in the manhole with a remote controller. The depth of the manhole will depend on the depth of the sewer.

The applicant shall also describe:

- a) If reverse osmosis will be utilized, and if so, shall provide documentation to the City of how concentrated levels of Total Dissolved Solids (TDS) and brine solutions will be disposed and of the licensed entity that will be appointed in receiving TDS waste; or
 - b) If Hydroponic Grow Methods will be utilized, the applicant shall notify the City prior to initial discharge of hydroponic water media. Testing shall be performed at the time of discharge by a licensed wastewater testing firm. If testing reveals an exceedance in the maximum allowable threshold for dissolved solids, the facility shall halt any further discharge until appropriate filtering methods have been replaced/installed and re-tested by the wastewater testing firm until discharge levels of dissolved solids fall below the maximum allowable threshold. Failure to notify the City or detection of an unapproved discharge shall be considered "non-compliant" and is subject to sanctions up to and including discontinuance of service in accordance with Sections 9.5 and 10.7 of the City Code.
 - c) The size of the new sewer lateral that will be installed and tapped to main in Columbus.
30. The Project shall utilize the existing 1.5" water line and the onsite fire water line for riser feed. In addition, the applicant shall provide verification that existing sewer lateral and grease traps will be removed or abandoned according to city and state rules and requirements.
 31. No nuisance water shall escape the Project Site onto public streets or adjacent properties.

32. If hazardous substances are used and/or stored in connection with the project, that exceed 55 gallons, 500 pounds, or 200 cubic feet (compressed gas) at any one time in the course of a year, a Business Emergency/Contingency Plan shall be prepared prior to issuance of Certificate of Occupancy and shall be in compliance with California Health & Safety Code (CHSC), Division 20, Chapter 6.95, Sections 25500 – 25520, California Code of Regulations (CCR), Title 19, Division 2, Chapter 4, Article 4, Sections 2729 - 2732, Title 40, Code of Federal Regulations (CFR), and EPA (SARA, Title III). A technical opinion and report may be required, identifying and developing methods of protection from the hazards presented by the hazardous materials. This report shall be prepared by a qualified and properly licensed person, firm, or corporation and submitted to the Fire Department. This report shall also explain the proposed Facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.
33. The Dispensary shall not exceed 2,399 square feet, and the future Cultivation Facility shall not exceed 21,731 square feet, as authorized pursuant to the CUP. In the event that State law further restricts or limits these requirements, the Cultivation Facility shall comply with all size requirements for such facilities imposed by State law and consistent with any State issued permit or license.
34. Dispensary operations shall not adversely affect the health or safety of the nearby residents, businesses or properties by creating offensive odors, dust, glare, heat, noise, smoke, traffic, vibration, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby properties or areas open to the public, and shall not be hazardous due to use or storage of materials, processes, products or wastes. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.
35. All marijuana and marijuana products shall be stored in a secured manner within the Dispensary during business and non-business hours.
36. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Cultivation Facility. The term "premises" includes the actual building, as well as any accessory structures and parking areas. The building entrance to the Cultivation Facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the Facility is prohibited.
37. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Dispensary shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Dispensary.
38. With the exception of Emergency Medical Care provided in the event of an accident or injury, Physician services shall not be provided on the premises.

39. No physical change, alteration, or modification of the premises of the Dispensary or Cultivation Facility is allowed that materially or substantially alters the permitted use or the approved site plans. Material changes include, but are not limited to, an increase in the total square footage of the Dispensary or Cultivation Facility, or the addition, sealing of, or relocation of a wall, common entryway, doorway, or other means of ingress and/or egress to the Facility.
40. The Dispensary and Cultivation Facility shall not be operated as a Cooperative/Collective.
41. Applicant shall identify the on-site manager(s) of the Dispensary to whom notice of operational issues may be provided. The Dispensary shall make every good faith effort to encourage residents, businesses, or members of the public to call this Facility Manager as a first step to resolving operating problems, if any, before calls or complaints are lodged with the Sheriff's or Planning Department.
42. A security plan shall be clearly detailed on the Site Plan and installed at the Facility, including the following measures:
 - (a) Security cameras shall be installed and maintained in good, operable condition, and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the City Manager or his/her designee. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and corners of the building, and any other areas as determined by the City Manager or his/her designee. Recordings shall be made available to the City Manager or his/her designee upon 24 hours' notice;
 - (b) The Facility shall be alarmed with an alarm system that is operated and monitored by a properly licensed security company. Any security personnel, whether armed or unarmed, employed by the Cultivation Facility shall have and possess on their person a valid, State issued, licenses (commonly known as a "Guard Card");
 - (c) Entrance to the cultivation area and any storage areas shall be locked at all times, and under the control of staff of the Cultivation Facility;
 - (d) The entrance(s) shall be illuminated during evening hours. The Applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed.
 - (e) Entry doors to the building shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.
43. Applicant shall enter into an agreement with the City that fully reimburses the City for all costs incurred by the City, resulting from the existence of the Facility, and provides the City with any applicable impact or other fees, imposed now or hereafter, to offset the potential impacts of the Dispensary and Cultivation Facility within the City.

44. The City Manager, or the City Manager's designee, shall have the right to enter the Dispensary from time to time upon 24 hours' notice for the purpose of making reasonable inspections to observe and enforce compliance with these conditions of approval and all laws of the City and State of California.
45. Applicant shall provide the utility department with required volume and pressure demand, including calculations that will define the total fixture units and minimum size of drainage pipes, to verify that the proposed new and existing lateral will be adequate to fulfill the demand. Applicant shall also clarify plans the rerouting of the existing lateral water line.
46. Applicant shall provide the electric load calculation for both the Dispensary and Cultivation Facility.
47. Applicant shall pay for the transformer and power allocations.
48. Applicant shall revise Sheets A-0 and A-1 of the plans to show the existing volt located near the first driveway entrance, the transformer in the rear where the prior building is located, and the 6-inch conduit that runs from the volt to the proposed transformers and pads.
49. If the Applicant utilizes an average of 125 percent or more of the permitted electricity or water amount based on the electric and water Will-Serve letters, in any one (1) year without prior written approval by the NPUA, all operations must cease immediately and the same shall be grounds for revocation of the CUP. Average electricity and water usage will be monitored on a quarterly basis by NPUA and City of Needles.
50. All outside ground mounted HVAC equipment shall be "caged" so as to minimize the potential for vandalism or theft of HVAC systems, wiring or copper.
51. Operation of the Dispensary in violation of any condition(s) of this CUP approval or requirements of Chapter 12A of the Municipal Code or other City regulation or ordinance shall constitute a violation of the CUP and shall be enforced pursuant to the provisions of thereof.
52. If any condition of approval of this CUP is held or declared to be invalid by a court of competent jurisdiction, the entire Project and CUP may be reviewed and substitute and/or additional conditions may be imposed.
53. Any violation of these conditions of approval shall constitute grounds for revocation of the CUP. The CUP may be revoked by the permit-issuing authority only in accordance with the requirements of Section 118.04 of the City's Zoning Code. Any such decision is appealable by the Applicant in accordance with Section 118.05 of the City's Zoning Code.

54. The project shall be built in conformance to the site plan drawing dated August 19, 2022. Any deviation from the approved plan shall require Planning Commission approval.
55. Applicant must use asphalt or concrete for driving and parking surfaces per City standards.
56. The project is required to be handicap accessible, with ADA compliant restrooms. The project is required to provide an ADA compliant path of travel between both cultivation buildings on site.
57. The proposed 2,399 square foot Dispensary and 21,731 Cultivation Facility shall be painted with earthen tones for the building's siding.
58. Any exposed metal surfaces to the building shall be masked with architectural treatment. At all times the building shall be maintained with appropriate paint or exterior treatment.
59. Electric meter and main disconnect to be installed on exterior of building.
60. Applicant must comply with the recommendations of the San Bernardino County Fire Department prior to issuance of any building permits. All development pursuant to this permit must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
61. Water and wastewater capacity fees will be paid prior to Certificate of Occupancy.
62. City of Needles Development Impact Fees will need to be paid prior to Certificate of Occupancy.
63. At any time building permits are applied for at this site, whether for external or internal changes, new site and interior drawings are required to be submitted prior to receiving a building permit.
64. A Final Water Quality Management Plans shall be submitted to the Engineering Department for review and approval prior to issuance of any grading permit.
65. A final Hydrology Study shall be submitted to the Engineering Department for review and approval prior to the issuance of any grading permit. Hydrology study shall include all calculations required for any proposed retention facility.
66. A grading plan shall be prepared and submitted to the Engineering Department for review and approval prior to any disturbance of soil within the project boundaries. The grading plan shall include all details needed to provide any retention facilities identified as necessary for the project by either the Hydrology Study or Water Quality Management Plan.
67. No construction shall occur within public Right-of-Way prior to issuance of an Encroachment Permit from the Engineering Department.

68. The Applicant acknowledges that the Bureau of Reclamation (“BOR”) Policy entitled “Use of Reclamation Water or Facilities for Activities Prohibited by the Controlled Substances Act of 1970”, which may be amended and/or extended from time to time, prohibits the BOR from approving the use of Reclamation water or facilities to facilitate activities prohibited by the Controlled Substances Act, including the use of Reclamation facilities or water in the cultivation of Cannabis, and in the event the BOR becomes aware that Reclamation facilities or the water they supply are being used to facilitate cultivation of Cannabis, will report such action to the Department of Justice (“DOJ”). Applicant acknowledges and agrees that as a result of any determination by the BOR that water service constitutes Reclamation water or facilities or any action of the BOR or DOJ taken as a result of such determination, is beyond the reasonable control of the NPUA and/or the City, and the NPUA and the City and its employees shall be free from any liability to the Applicant, its successors in interest, or any other interested party as a result thereof. The Applicant is required to take any action necessary as a result of any BOR determination or action related thereto, including obtaining additional sources of water for the Project. Any actions must be done in accordance with all applicable City Code provisions and regulations.
69. The property will be fenced with an 8-foot wrought iron fence to be installed along the entire property boundary with a sliding gate for fire access.

SECTION 5. This action shall become final and effective fifteen (15) days after this decision by the City Council, unless within such period, a written appeal is filed with the City Clerk for consideration by the City Council as provided by the Needles City Code.

PASSED, APPROVED AND ADOPTED this 25th day of October, 2022 by the roll call
vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

(Seal)

Attest:

Mayor

City Clerk

Approved as to form:

City Attorney

CITY OF NEEDLES, CALIFORNIA
Application For Medical Marijuana Business -- Conditional Use Permit

Name of Applicant: Needles Flower Refinery Phone: 760-715-3382 (Applicant must be the owner of the land, the lessee having a lease-hold interest of not less than 5 years, or the agent of any of the foregoing duly authorized in writing)

I, (I/We) the undersigned, Jesse Dean Brown (Owner/Lessee/Agent) of the property listed below, hereby request that the following stated use be permitted to be constructed and/or operated.

1. Project name and address: Needles Flower Refinery-2701 Columbus Dr. Needles, CA 92363
2. Legal Description of Parcel (attach if necessary): see attached Exhibit A
3. Briefly Describe: a. Purpose and Intent of proposed project (include acres, square feet, units, etc.).
To construct dispensary within a metal building structure of 1,536 sq ft to improve existing walkways

- b. Population projection (project residents): _____
- c. Number of persons employed during operation: full time 3 part time _____
- d. Will the Project require new utility services? ☒ yes ☐ no
 - i. Water Service _____ no. If so, estimated peak water demand in gallons/minutes: _____, service requirement.
 - ii. Sewer Service _____ no. Any chemical wastes expelled in sewers? _____
If yes, explain: _____
 - iii. Electric Service: main size _____; single phase _____; three phase _____
Attachment to existing electric facilities: load calculations _____
- e. Estimated daily vehicular traffic generated by the operation: _____ Comment: _____
- f. List major machines – give horsepower and noise rating in decibels: _____ A/C Units _____
- g. Will the project require a permit from the Air Pollution Control District, and if so, describe: No
- h. What will be the hours of operation: 10:00AM - 7:00PM
- i. Describe materials or machinery that will be stored or parked outside: None

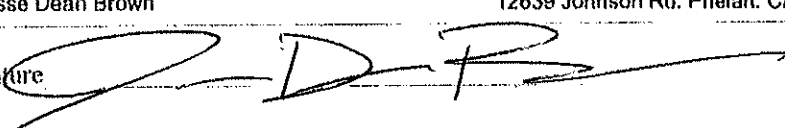
5. Identify any other licenses you hold for cannabis in California

Type of License	California City Issuing License
Dispensary	<input checked="" type="checkbox"/>
Cultivation	_____
Manufacturing	_____
Testing/Lab	_____
Distribution/Transportation	_____
Other _____	_____

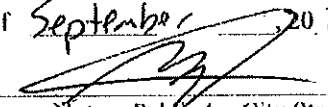
6. Attached (): Site Plan (); Elevations (); Filing Fee (); Legal (); (site plans folded 8 1/2" x 11" reduction)

AUTHORIZATION

Names and signatures of all persons having an interest in the property whose consent is required (by virtue of such interest) to authorize filing of application.

Name (print or type)	Address	Capacity Owner/Lessee
1. Jesse Dean Brown	12639 Johnson Rd. Phelan. CA 92371	x
Signature 		
2. _____	_____	_____
Signature _____		
3. _____	_____	_____
Signature _____		

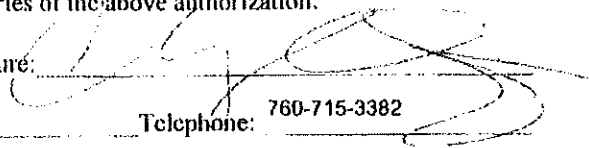
All signatures represent that they have full legal capacity to, and hereby do, authorize the filing of this application. Leaseholds must be for at least five years or the owner shall be required to sign this application.

Subscribed and sworn before me this 28th day of September, 2022
08/07/2025 S: 
My Commission Expires: _____ Notary Public (or City Staff)



CERTIFICATION

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Name (print): Cheryl Montanez Signature: 
Address: 14176 Amargosa Rd. Suite C Victorville, CA 92392 Telephone: 760-715-3382
Capacity: _____ owner: _____ lessee: _____ agent of Needles Flower Refinery

Person(s) to be contacted regarding this application if other than myself:

Address: _____

Address: _____

(STAFF USE ONLY)

Date filed _____ Rec'd by _____ Receipt No. _____

EXHIBIT "A"

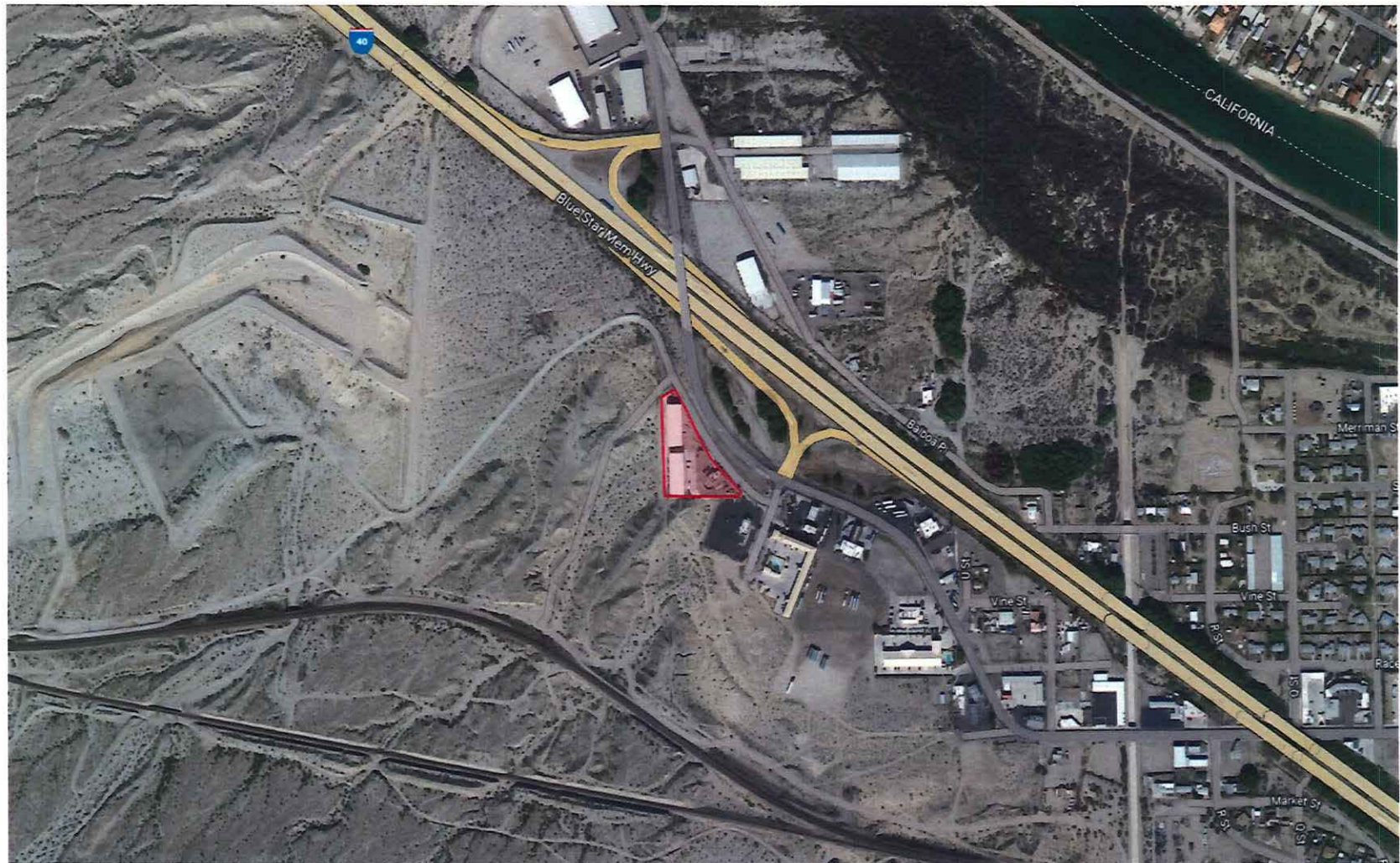
All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Parcel A: (Assessor's Parcel No: 0660-081-30)

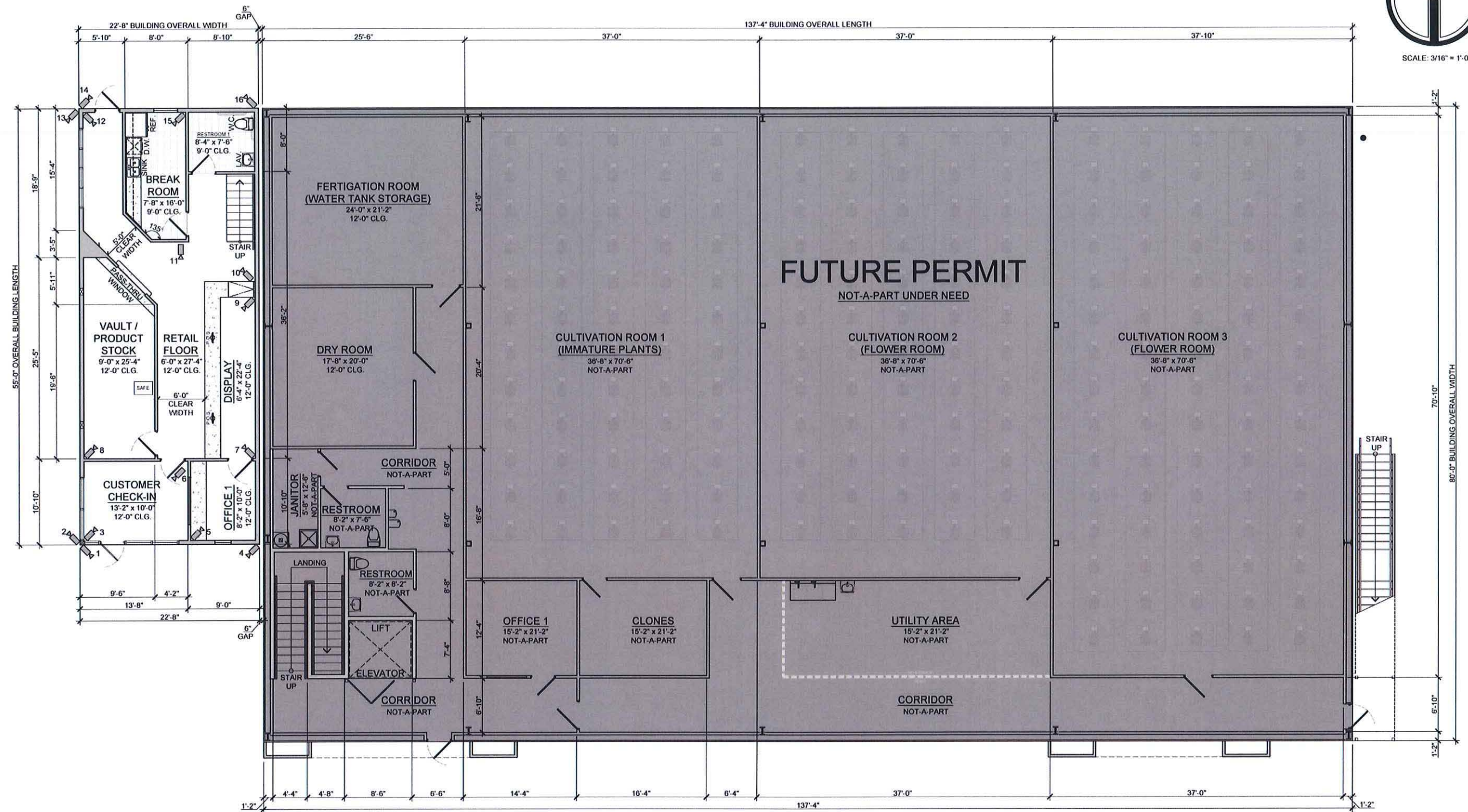
Parcel 1 of Parcel Map No. 14798, in the City of Needles, County of San Bernardino, State of California, as per Map recorded in Book 180, Pages 7 and 8 of Parcel Maps, Records of said County.

Parcel B: (Assessor's Parcel No: 0660-081-31)

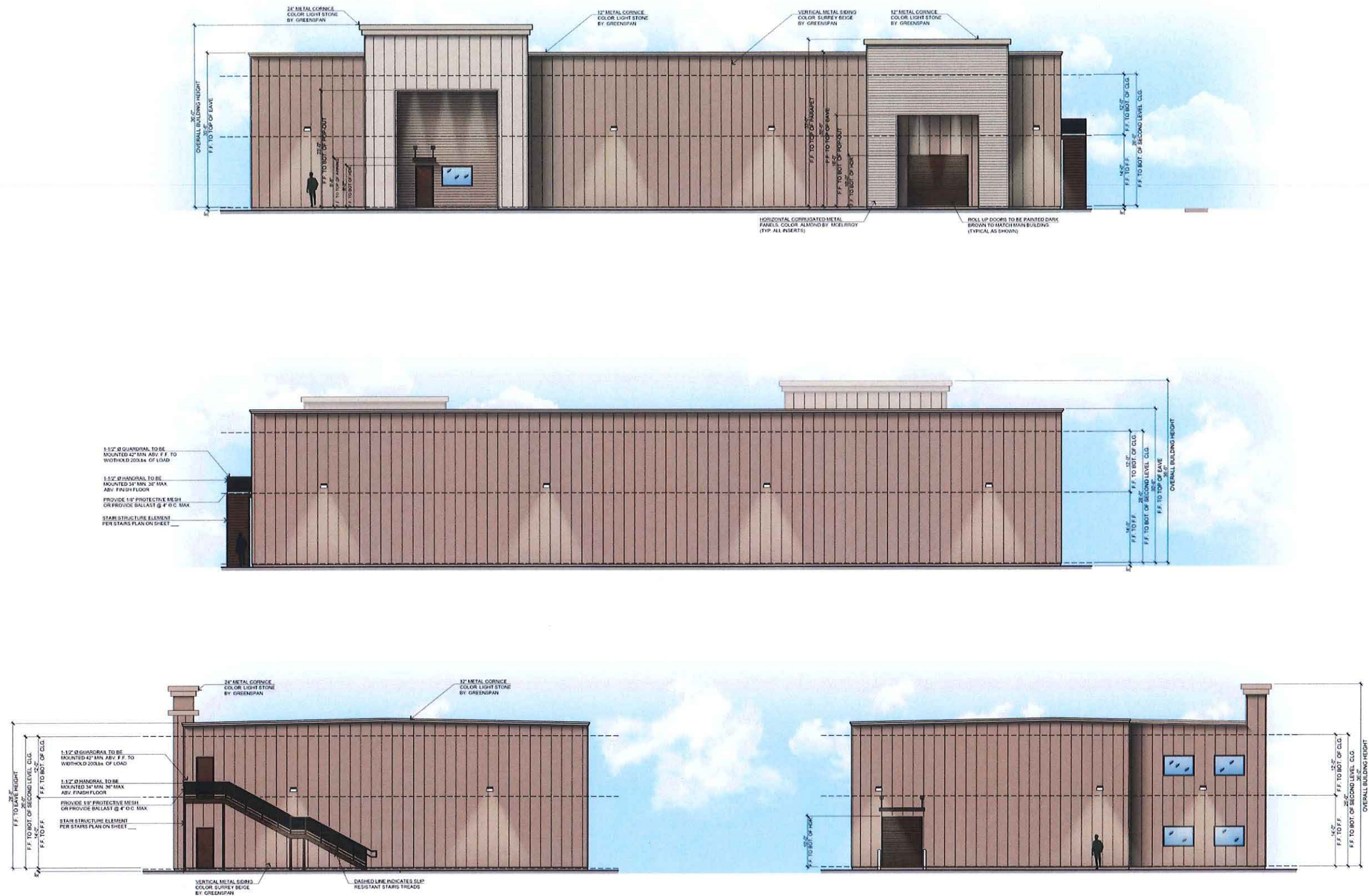
Parcel 2 of Parcel Map No. 14798, in the City of Needles, County of San Bernardino, State of California, as per Map recorded in Book 180, Pages 7 and 8 of Parcel Maps, Records of said County.



ATTACHMENT A: Project Location
APPLICANT: Jesse Dean Brown
SITE ADDRESS: 2701 Columbus



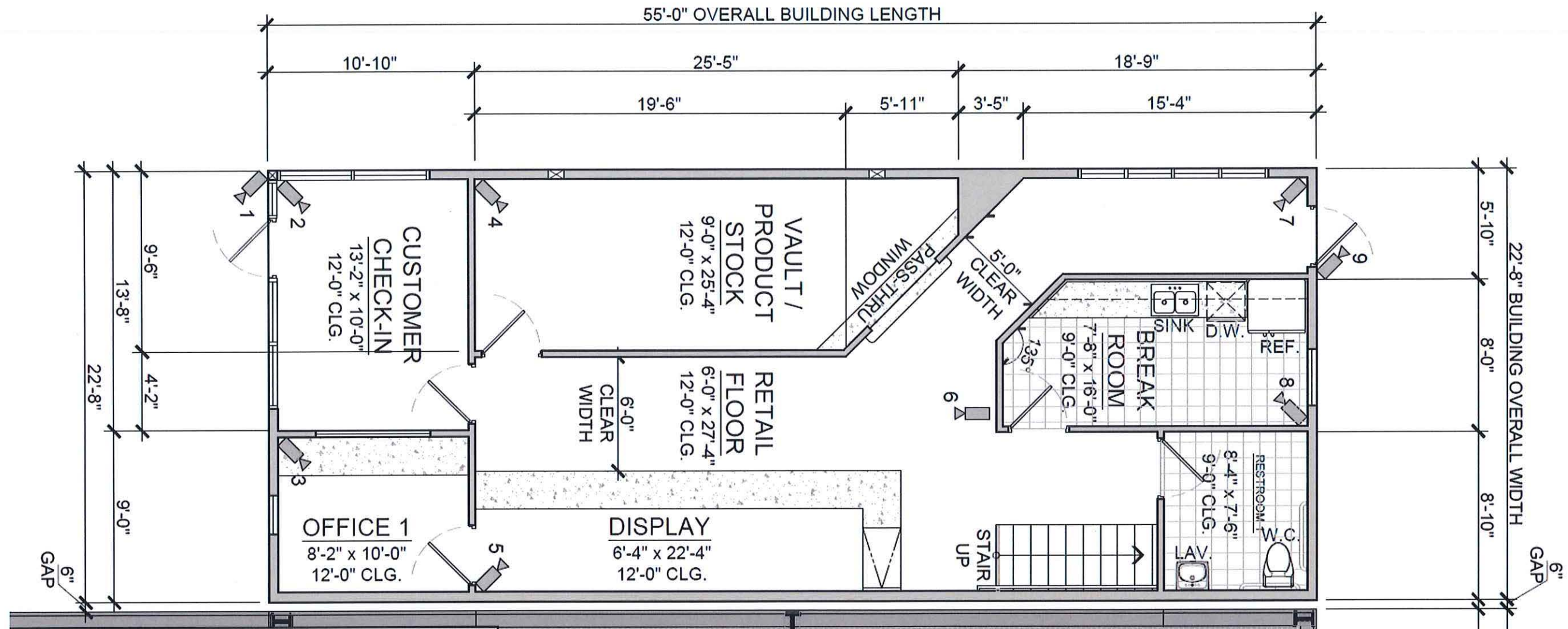
ATTACHMENT C-1: First Floor Plan
APPLICANT: Jesse Dean Brown
SITE ADDRESS: 2701 Columbus



ATTACHMENT D-2: Conceptual Elevation Plan

APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus



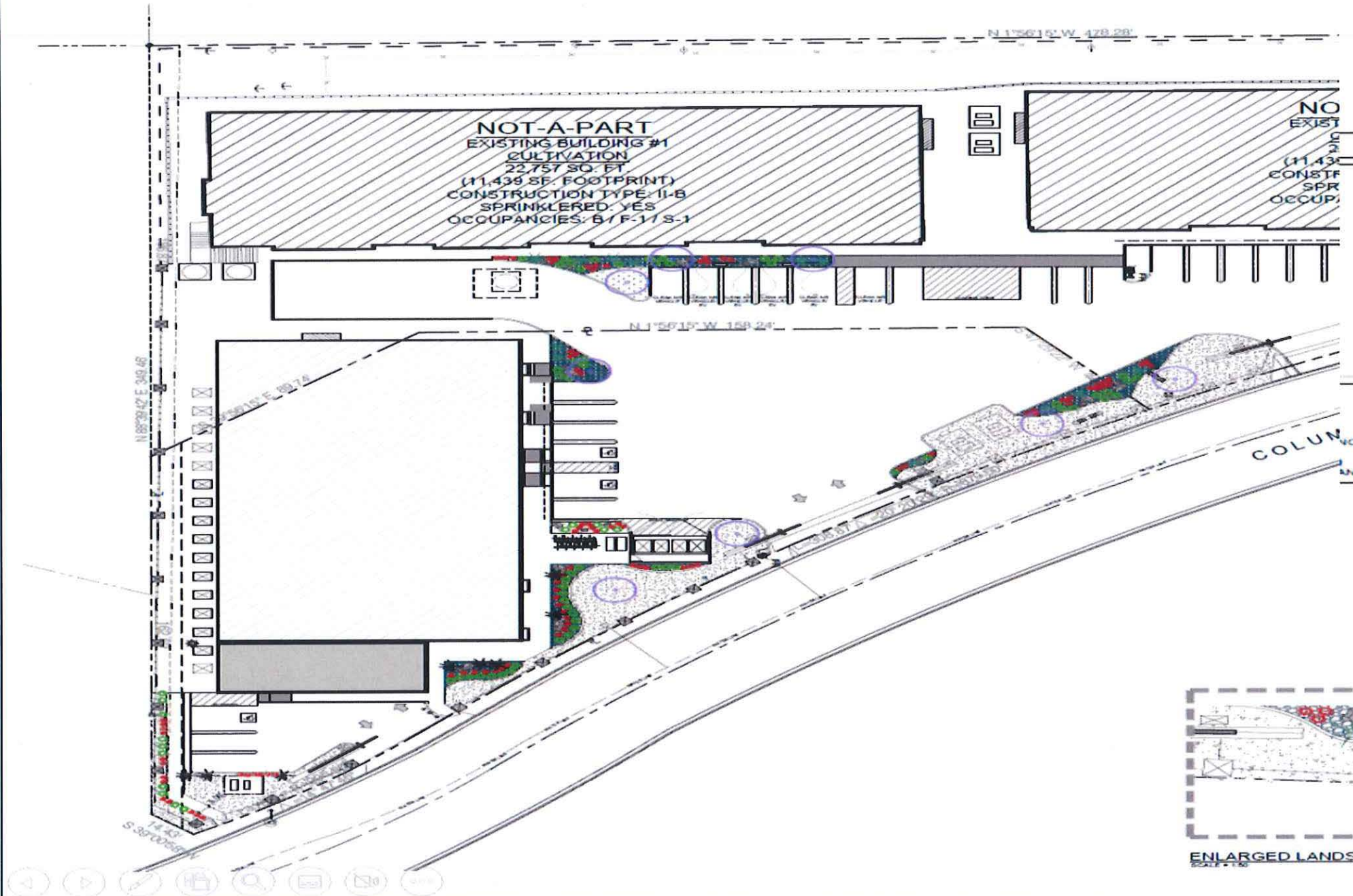
ATTACHMENT E: Security Plan

APPLICANT: Jesse Dean Brown

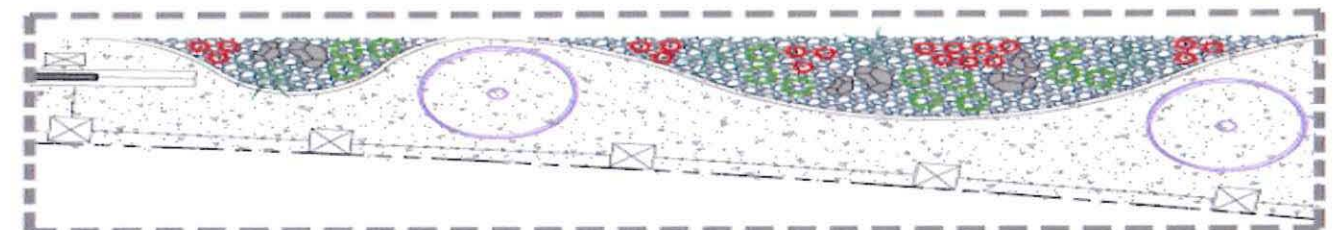
SITE ADDRESS: 2701 Columbus



Landscape Plan



PLANTING LEGEND - SHRUBS						
IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		LEUCOPHYLLUM LANGMANIAE	TEXAS RANGER		LOW	5 GALLONS 1 X 1.0 GPH EMITTER REQ.
		HESPERALOE	RED YUCCA		LOW	5 GALLONS 1 X 1.0 GPH EMITTER REQ.
PLANTING LEGEND - TREES						
IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		PRUNUS CERASIFERA NIGRA	PURPLE PLUM		LOW	24" BOX 1 X 1.0 GPH EMITTER REQ.
PLANTING LEGEND - GROUND COVERS						
IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		LIGUSTRUM SINENSE	SUNSHINE LIGUSTRUM		MODERATE	5 GALLONS 1 X 1.0 GPH EMITTER REQ.
		ARTIFICIAL SOD	ASTRO-TURF		NONE	
		RIVER ROCK: 4" MINIMUM & 8" MAXIMUM RIVER ROCKS, FILL GAPS WITH 3/4" THK. RIVER ROCK AS NECESSARY.				
		GRAVEL: 3/4" MAXIMUM SIZE DECORATIVE ROCK, WITH 3" MINIMUM DEPTH, OVER GRADED NATIVE SOIL.				
		BOULDER: RED / TAN TONES, WITH IRREGULAR SHAPE. SIZED VARIES PER CLIENT PREFERENCES.				



ENLARGED LANDSCAPE AREA PLAN
SCALE: 1"=10'

ATTACHMENT F: Landscape Plan
APPLICANT: Jesse Dean Brown
SITE ADDRESS: 2701 Columbus





DISPENSARY

2701 COLUMBUS DR. - NEEDLES, CA.



ATTACHMENT G: Rendering

APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: OCTOBER 25, 2022

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through OCTOBER 25, 2022.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: *Rick*

Date: *10/18/22*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *3*

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR OCTOBER 7, 2022**

FUND 101	GENERAL FUND	\$ 10,513.26	FUND AMT.	7-Oct	22-23 BUDGET
101.1015.412	CITY ATTORNEY			\$ 12,029.40	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 151.52		\$ 61,544.08	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ 638.85		\$ 166,109.40	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 270.46		\$ 61,862.33	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 64.27		\$ 49,381.17	\$ 373,159.00
101.1040.417	ENGINEERING	\$ 217.12		\$ 68,192.34	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS			\$ 14,937.27	\$ 38,900.00
101.1070.410	SENIOR CENTER			\$ 13,938.24	\$ 59,457.00
101.2010.421	SHERIFF			\$ 819,099.22	\$ 3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 140.03		\$ 58,989.17	\$ 233,027.00
101.2025.424	BUILDING & SAFETY	\$ 230.76		\$ 97,310.79	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 668.00		\$ 190,318.60	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 531.53		\$ 269,361.53	\$ 753,297.00
101.4730.472	SANITATION	\$ 40.52		\$ 42,746.08	\$ 166,600.00
101.5770.452.	AQUATICS			\$ 74,607.54	\$ 194,192.00
101.5772.452	PARKS	\$ 570.34		\$ 158,065.35	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ 92.59		\$ 40,311.43	\$ 107,923.00
101.5774.452	RECREATION	\$ 194.33		\$ 74,915.24	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 14,323.58		\$ 9,396,381.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 3,399.56	\$ 2,715,000.00
FUND 205	CDBG		\$ -	\$ 1,974.00	\$ 42,692.00
FUND 206	CEMETERY		\$ 228.61	\$ 45,937.11	\$ 202,270.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 214,824.00	\$ 90,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 38,457.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 29,562.32	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 2,786.10	\$ 13,645.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 667.13	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 442.60	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY		\$ 100.47	\$ 16,445.91	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 8,200.00	\$ 300,000.00
FUND 501	NPUA		\$ -	\$ 710,477.71	\$ 2,601,074.00
FUND 502	WATER DEPARTMENT		\$ 1,046.11	\$ 502,214.72	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT		\$ 442.45	\$ 274,074.04	\$ 1,241,325.00
FUND 505	SANITATION		\$ -	\$ 268,287.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 88.82	\$ 29,306.89	\$ 1,041,800.00
FUND 507	GOLF FUND				
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT			\$ 108,495.52	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT			\$ 51,143.64	\$ 370,454.00
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 382.02	\$ 109,185.45	\$ 455,807.00
FUND 509	MIS		\$ -	\$ 54,648.46	\$ 257,370.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 40,923.59	\$ 414,950.00
FUND 511	FLEET MANAGEMENT		\$ 179.20	\$ 73,891.78	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 10,279.39	\$ 10,279.39
FUND 520	SR DIAL A RIDE		\$ -	\$ 120,406.36	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 3,539.57	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 89,035.14	\$ 614,438.00
FUND 580	ELECTRIC		\$ 1,859.79	\$ 2,276,584.58	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 479,146.01	\$ 969,829.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 27,522.80	\$ 2,898,403.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$ -
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$ -
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ (774.82)	\$ -
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 18,651.05	\$ 7,864,803.43	\$ 45,851,508.39

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

PREPARED 10/06/2022, 9:09:53

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 04/2023

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16518	4022	00	BENEFIT COORDINATORS CORPORATION	10/07/2022	3,291.20	.00
16519	3286	00	COLONIAL LIFE	10/07/2022	2,725.90	.00
16520	1305	00	GREAT WEST LIFE	10/07/2022	5,329.00	.00
16521	3634	00	GREAT WEST LIFE & ANNUITY	10/07/2022	986.20	.00
16522	3458	00	MUTUAL OF OMAHA	10/07/2022	4,518.46	.00
16523	3654	00	RAINIE TORRANCE	10/07/2022	328.13	.00
16524	1199	00	SBPEA TEAMSTERS LOCAL 1932	10/07/2022	1,004.91	.00
16525	1199	00	SBPEA TEAMSTERS LOCAL 1932	10/07/2022	467.25	.00
NUMBER OF CHECKS			8	GRAND TOTAL	18,651.05	

PREPARED 10/06/2022, 9:13:57

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
 ACCOUNTING PERIOD 2023/04
 REPORT NUMBER 69

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16518	4022	BENEFIT COORDINATORS CORP	002085		10/07/2022	101-1020-413.24-10	69.31	
			002085		10/07/2022	101-1025-415.24-10	273.60	
			002085		10/07/2022	101-1030-414.24-10	142.27	
			002085		10/07/2022	101-1035-416.24-10	22.80	
			002085		10/07/2022	101-1040-417.24-10	137.80	
			002085		10/07/2022	101-2025-424.24-10	126.90	
			002085		10/07/2022	101-2030-423.24-10	296.40	
			002085		10/07/2022	101-3010-431.24-10	159.22	
			002085		10/07/2022	101-4730-472.24-10	10.41	
			002085		10/07/2022	101-5772-452.24-10	280.54	
			002085		10/07/2022	101-5773-452.24-10	45.60	
			002085		10/07/2022	101-5774-452.24-10	82.08	
			002085		10/07/2022	206-5771-452.24-10	126.26	
			002085		10/07/2022	270-4631-463.24-10	36.48	
			002085		10/07/2022	502-4710-471.24-10	262.48	
			002085		10/07/2022	503-4720-475.24-10	155.86	
			002085		10/07/2022	506-4713-477.24-10	18.44	
			002085		10/07/2022	508-4810-478.24-10	138.80	
			002085		10/07/2022	511-3020-432.24-10	62.06	
			002085		10/07/2022	580-4750-473.24-10	843.89	
							3,291.20	*
								3,291.20
16519	3286	COLONIAL LIFE	002086		10/07/2022	101-0000-209.03-01	2,150.46	
			002086		10/07/2022	502-0000-209.03-01	87.28	
			002086		10/07/2022	503-0000-209.03-01	195.82	
			002086		10/07/2022	508-0000-209.03-01	196.88	
			002086		10/07/2022	580-0000-209.03-01	95.46	
							2,725.90	*
								2,725.90
16520	1305	GREAT WEST LIFE & ANNUITY	002066		10/07/2022	101-0000-209.03-01	3,015.00	
			002067		10/07/2022	502-0000-209.03-01	310.00	
			002068		10/07/2022	580-0000-209.03-01	2,004.00	
							5,329.00	*
								5,329.00
16521	3634	GREAT-WEST LIFE & ANNUITY	002056		10/07/2022	101-0000-209.03-01	43.12	
			002057		10/07/2022	101-0000-209.03-01	194.13	
			002058		10/07/2022	101-0000-209.03-01	24.27	
			002059		10/07/2022	101-0000-209.03-01	213.04	
			002060		10/07/2022	101-0000-209.03-01	46.50	
			002061		10/07/2022	580-0000-209.03-01	174.52	
			002062		10/07/2022	580-0000-209.03-01	60.36	
			002063		10/07/2022	580-0000-209.03-01	53.93	
			002064		10/07/2022	580-0000-209.03-01	127.83	
			002065		10/07/2022	502-0000-209.03-01	48.50	
							986.20	*
								986.20
16522	3458	MUTUAL OF OMAHA	002078		10/07/2022	101-1020-413.24-10	82.21	
			002079		10/07/2022	101-1025-415.24-10	365.25	
			002080		10/07/2022	101-1030-414.24-10	128.19	
			002081		10/07/2022	101-1035-416.24-10	41.47	

PREPARED 10/06/2022, 9:13:57
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2
ACCOUNTING PERIOD 2023/04
REPORT NUMBER 69

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16522	3458	MUTUAL OF OMAHA	002082		10/07/2022	101-1040-417.24-10	79.32	
			002083		10/07/2022	101-2020-423.24-10	140.03	
			002084		10/07/2022	101-2025-424.24-10	103.86	
			002085		10/07/2022	101-2030-423.24-10	369.60	
			002085		10/07/2022	101-3010-431.24-10	372.31	
			002085		10/07/2022	101-4730-472.24-10	30.11	
			002085		10/07/2022	101-5772-452.24-10	289.80	
			002085		10/07/2022	101-5773-452.24-10	46.99	
			002085		10/07/2022	101-5774-452.24-10	112.25	
			002085		10/07/2022	206-5771-452.24-10	102.35	
			002085		10/07/2022	270-4631-463.24-10	63.99	
			002085		10/07/2022	502-4710-471.24-10	674.25	
			002085		10/07/2022	503-4720-475.24-10	177.22	
			002085		10/07/2022	506-4713-477.24-10	70.38	
			002085		10/07/2022	508-4810-478.24-10	243.22	
			002085		10/07/2022	511-3020-432.24-10	117.14	
			002085		10/07/2022	580-4750-473.24-10	908.52	
							4,518.46	*
								4,518.46
16523	3654	RAINIE TORRANCE	002053		10/07/2022	580-4750-473.55-00	109.38	
			002054		10/07/2022	503-4720-475.55-00	109.37	
			002055		10/07/2022	502-4710-471.55-00	109.38	
							328.13	*
								328.13
16524	1199	SBPEA TEAMSTERS LOCAL 193	002069		10/07/2022	101-0000-209.03-01	534.23	
			002070		10/07/2022	502-0000-209.03-01	132.70	
			002071		10/07/2022	503-0000-209.03-01	27.82	
			002072		10/07/2022	508-0000-209.03-01	63.21	
			002073		10/07/2022	511-0000-209.03-01	33.95	
			002074		10/07/2022	580-0000-209.03-01	213.00	
							1,004.91	*
								1,004.91
16525	1199	SBPEA TEAMSTERS LOCAL 193	002075		10/07/2022	101-0000-209.03-01	355.87	
			002076		10/07/2022	502-0000-209.03-01	50.44	
			002077		10/07/2022	580-0000-209.03-01	60.94	
							467.25	*
								467.25
BANK/CHECK TOTAL							18,651.05	18,651.05
ALL BANKS/CHECKS TOTAL							18,651.05	18,651.05

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR OCTOBER 25, 2022**

FUND 101	GENERAL FUND	\$ 2,234.00	FUND AMT.	25-Oct	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ 5,800.00		\$ 17,829.40	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 47.54		\$ 61,591.62	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ 2,736.95		\$ 170,181.96	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 251.06		\$ 62,256.69	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 4,647.74		\$ 75,915.64	\$ 373,159.00
101.1040.417	ENGINEERING	\$ 1,441.99		\$ 69,416.06	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 1,243.66		\$ 16,180.93	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ 1,169.61		\$ 15,251.15	\$ 59,457.00
101.2010.421	SHERIFF	\$ 322,124.49		\$ 1,170,800.71	\$ 3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 481.68		\$ 59,529.15	\$ 233,027.00
101.2025.424	BUILDING & SAFETY	\$ 278.79		\$ 97,801.92	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 17,569.16		\$ 208,249.40	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 7,049.77		\$ 275,223.88	\$ 849,743.00
101.4730.472	SANITATION	\$ 3,764.62		\$ 46,510.70	\$ 166,600.00
101.5770.452.	AQUATICS	\$ 10,458.87		\$ 74,607.54	\$ 194,192.00
101.5772.452	PARKS	\$ 110.00		\$ 159,475.68	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ 864.31		\$ 40,421.43	\$ 107,923.00
101.5774.452	RECREATION	\$ -		\$ 75,922.85	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 382,274.24		\$ 9,505,479.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ 510.48	\$ 13,170.04	\$ 4,974,221.00
FUND 205	CDBG		\$ 259.66	\$ 1,974.00	\$ 42,692.00
FUND 206	CEMETERY		\$ -	\$ 46,159.11	\$ 202,270.00
FUND 208	CALTRANS GRANTS		\$ 6,523.00	\$ 221,347.00	\$ 311,377.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 38,457.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 32,950.62	\$ 62,512.94	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 2,786.10	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS		\$ 184,259.74	\$ 184,926.87	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 442.60	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY		\$ 5,156.25	\$ 16,445.91	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 13,356.25	\$ 300,000.00
FUND 501	NPUA		\$ 1,857.14	\$ 710,477.71	\$ 2,601,074.00
FUND 502	WATER DEPARTMENT		\$ 38,129.12	\$ 517,485.82	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT		\$ 16,185.19	\$ 281,809.55	\$ 1,241,325.00
FUND 505	SANITATION		\$ 3,775.09	\$ 268,287.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 29,306.89	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 7,206.95		\$ 114,591.88	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 4,431.00		\$ 56,280.14	\$ 370,454.00
FUND 507	GOLF FUND TOTAL		\$ 11,637.95		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 3,365.73	\$ 110,076.37	\$ 455,807.00
FUND 509	MIS		\$ 9,613.13	\$ 63,711.59	\$ 257,370.00
FUND 510	ADMIN. FACILITY		\$ 3,130.86	\$ 41,278.05	\$ 414,950.00
FUND 511	FLEET MANAGEMENT		\$ 9,695.74	\$ 75,585.54	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 10,279.39	\$ 10,279.39
FUND 520	SR DIAL A RIDE		\$ 6,644.44	\$ 127,050.80	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 999.58	\$ 4,539.15	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 34,688.40	\$ 123,723.54	\$ 614,438.00
FUND 580	ELECTRIC		\$ 106,253.55	\$ 5,669,516.86	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ 30,486.66	\$ 509,632.67	\$ 1,024,359.00
FUND 582	NPUA CAPITAL WATER		\$ 6,860.20	\$ 34,383.00	\$ 3,799,561.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 895,256.77	\$ 12,046,761.17	\$ 49,396,980.39

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 Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16526	1924	00	AHA MACAV POWER SERVICE	10/25/2022	442.50	.00
16527	2289	00	ALTEC INDUSTRIES INC.	10/25/2022	8,131.38	.00
16528	3635	00	ANIXTER	10/25/2022	30,486.66	.00
16529	1	00	BALDWIN, WILMA	10/25/2022	1,353.60	.00
16530	2629	00	BARON PEST SOLUTIONS	10/25/2022	95.00	.00
16531	178	00	BIG O TIRES & NAPA AUTO PARTS	10/25/2022	716.96	.00
16532	3595	00	BOOT BARN	10/25/2022	325.10	.00
16533	7	00	BORDER STATES INDUSTRIES, INC.	10/25/2022	603.42	.00
16534	3801	00	BRACK CONSTRUCTION, INC.	10/25/2022	5,156.25	.00
16535	3479	00	BBSW	10/25/2022	713.51	.00
16536	3944	00	BULLHEAD FRAME & BODY	10/25/2022	2,936.70	.00
16537	3845	00	CALIFORNIA MUNICIPAL UTILITIES ASSOC	10/25/2022	4,000.00	.00
16538	709	00	CALLAWAY GOLF	10/25/2022	2,103.43	.00
16539	3035	00	CENTURY LINK CORP.	10/25/2022	100.00	.00
16540	3136	00	CITY OF NEEDLES	10/25/2022	66,389.99	.00
16541	2320	00	COUNTY OF SAN BERNARDINO	10/25/2022	3,775.09	.00
16542	1	00	D.R. & G SERVICES	10/25/2022	125.73	.00
16543	440	00	DECO FOODSERVICE INCORP.	10/25/2022	123.09	.00
16544	2487	00	DELL MARKETING L.P.	10/25/2022	2,639.69	.00
16545	424	00	DESERT INDUSTRIAL SUPPLY INC.	10/25/2022	206.71	.00
16546	4054	00	DESERT SUN OIL CORP.	10/25/2022	120.43	.00
16547	3523	00	DEVELOPMENT MANAGEMENT GROUP INC.	10/25/2022	3,553.44	.00
16548	3580	00	DIAMOND PURE WATER	10/25/2022	70.00	.00
16549	1	00	DIG LLC	10/25/2022	369.43	.00
16550	3682	00	EPIC ENGINEERING	10/25/2022	7,900.20	.00
16551	615	00	FEDEX	10/25/2022	90.00	.00
16552	1296	00	FRONTIER	10/25/2022	246.93	.00
16553	4012	00	GOLFNOW	10/25/2022	295.00	.00
16554	324	00	GRAINGER	10/25/2022	74.95	.00
16555	3451	00	GREENS ELECTRIC, LLC	10/25/2022	3,786.40	.00
16556	2612	00	HARDWARE EXPRESS INCORP.	10/25/2022	751.78	.00
16557	2489	00	HOME DEPOT CREDIT SERVICES	10/25/2022	1,925.20	.00
16558	3864	00	HORIZON TECHNOLOGIES INC.	10/25/2022	980.00	.00
16559	3445	00	HUMANE SOCIETY MOHAVE COUNTY	10/25/2022	494.00	.00
16560	4000	00	JARROD DELEON	10/25/2022	544.99	.00
16561	4064	00	JIM DAVIS, LLC	10/25/2022	844.76	.00
16562	3978	00	JOSE SANCHEZ	10/25/2022	174.00	.00
16563	3998	00	MICHAEL BAKER INTERNATIONAL, INC	10/25/2022	4,287.50	.00
16564	4032	00	MINAGAR & ASSOCIATES	10/25/2022	6,523.00	.00
16565	3337	00	MOJAVE DESERT & MOUNTAIN INTEGRATED	10/25/2022	3,612.00	.00
16566	1	00	NEEDLES UNIFIED SCHOOL DIST	10/25/2022	8.38	.00
16567	218	00	NEWS WEST PUBLISHING CO.	10/25/2022	95.02	.00
16568	2238	00	NORTHERN TOOL & EQUIPMENT	10/25/2022	239.07	.00
16569	1786	00	NPUA	10/25/2022	23,698.89	.00
16570	3324	00	OFFICE EXPRESS	10/25/2022	144.04	.00
16571	3315	00	ONLINE COLLECTIONS	10/25/2022	71.44	.00
16572	3767	00	PATRICK MARTINEZ	10/25/2022	348.00	.00
16573	239	00	PHILLIPS EXCAVATING INC.	10/25/2022	1,900.00	.00
16574	1491	00	PIONEER RESEARCH CORP.	10/25/2022	1,783.73	.00
16575	1763	00	PITNEY BOWES GLOBAL FINANCIAL SVC	10/25/2022	2,632.36	.00
16576	15	00	QUILL CORP.	10/25/2022	40.93	.00

PREPARED 10/13/2022, 13:41:58

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 2
DISBURSEMENT PERIOD 04/2023

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16577	2861	00	REINKE A/C CORP.	10/25/2022	16,769.82	.00
16578	591	00	ROBINSON ELECTRIC CO. INC.	10/25/2022	184,259.74	.00
16579	4049	00	ROGER MILLER	10/25/2022	416.25	.00
16580	3796	00	ROUTE 66 BROADBAND LLC	10/25/2022	1,454.49	.00
16581	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	10/25/2022	355,075.11	.00
16582	2589	00	SAN BERNARDINO COUNTY	10/25/2022	11,010.17	.00
16583	3437	00	SIGNS BY SUNDOWN, INC.	10/25/2022	370.48	.00
16584	1695	00	SILVER STATE HYDRALIC SERVICE INC.	10/25/2022	792.10	.00
16585	4001	00	SIMPLOT TURF & HORTICULTURE	10/25/2022	3,117.21	.00
16586	1826	00	SIMPSON NORTON CORP.	10/25/2022	707.61	.00
16587	3344	00	SLOVAK BARON & EMPEY LLP	10/25/2022	33,581.43	.00
16588	284	00	SOUTHWEST GAS CORP.	10/25/2022	43.27	.00
16589	3631	00	STOTZ EQUIPMENT	10/25/2022	11.93	.00
16590	2435	00	T & R ELECTRIC SUPPLY COMPANY INCOR	10/25/2022	3,546.82	.00
16591	1006	00	TAYLOR MADE	10/25/2022	1,694.50	.00
16592	779	00	THATCHER COMPANY OF NEVADA, INC	10/25/2022	3,297.15	.00
16593	4008	00	THE PRINTER GUYS LLC	10/25/2022	812.00	.00
16594	3950	00	TKE ENGINEERING INC	10/25/2022	490.00	.00
16595	3873	00	TRANSPORTATION CONCEPTS	10/25/2022	42,332.42	.00
16596	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	10/25/2022	300.00	.00
16597	772	00	TRI-STATE ACE HARDWARE	10/25/2022	790.11	.00
16598	2819	00	TRI-STATE HOSE & FITTINGS	10/25/2022	79.08	.00
16599	2798	00	U.S. DEPARTMENT OF ENERGY	10/25/2022	19,167.37	.00
16600	3825	00	ULTRA PEST CONTROL, LLC	10/25/2022	45.00	.00
16601	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	10/25/2022	92.25	.00
16602	3830	00	UNIFIRST CORPORATION	10/25/2022	909.13	.00
16603	761	00	USABLUEBOOK	10/25/2022	4,431.41	.00
16604	3980	00	WZI INC	10/25/2022	200.00	.00
16605	1023	00	XEROX	10/25/2022	475.36	.00
16606	1293	00	ZUBRICK T-SHIRTS	10/25/2022	725.75	.00
16607	3828	00	3D-NETWORKS LLC	10/25/2022	10,228.13	.00
NUMBER OF CHECKS				82	GRAND TOTAL	895,256.77

PREPARED 10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 1
 ACCOUNTING PERIOD 2023/04
 REPORT NUMBER 70

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16526	1924	AHA MACAV POWER SERVICE	002046		10/25/2022	580-4750-473.63-12	442.50 442.50 *	442.50
16527	2289	ALTEC INDUSTRIES INC.	PI0056	023044	10/25/2022	511-3021-432.43-38	8,131.38 8,131.38 *	8,131.38
16528	3635	ANIXTER	PI0069	023037	10/25/2022	581-4750-473.60-00	30,486.66 30,486.66 *	30,486.66
16529	1	BALDWIN, WILMA	UT		10/25/2022	501-0000-211.00-00	1,353.60 1,353.60 *	1,353.60
16530	2629	BARON PEST SOLUTIONS	002192		10/25/2022	510-4410-405.43-01	95.00 95.00 *	95.00
16531	178	BIG O TIRES & NAPA AUTO P	002042 002089 002089 002090 002090 002090		10/25/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022	511-3021-432.43-26 511-3021-432.43-26 101-5772-452.43-57 511-3021-432.43-26 503-4720-475.60-55 502-4710-471.43-03	13.90 37.14 27.25 270.85 289.17 78.65 716.96 *	716.96
16532	3595	BOOT BARN	001996 001997		10/25/2022 10/25/2022	502-4710-471.60-28 503-4720-475.60-28	162.55 162.55 325.10 *	325.10
16533	7	BORDER STATES INDUSTRIES,	001978		10/25/2022	580-4750-473.60-55	603.42 603.42 *	603.42
16534	3801	BRACK CONSTRUCTION, INC.	PI0066	023039	10/25/2022	470-4620-471.69-27	5,156.25 5,156.25 *	5,156.25
16535	3479	BRAUN BLAISING SMITH WYNN	002162		10/25/2022	580-4750-473.31-50	713.51 713.51 *	713.51
16536	3944	BULLHEAD FRAME & BODY	001979		10/25/2022	508-4810-478.43-03	2,936.70 2,936.70 *	2,936.70
16537	3845	CALIFORNIA MUNICIPAL UTIL	002091 002091 002091		10/25/2022 10/25/2022 10/25/2022	580-4750-473.31-40 503-4720-475.31-40 502-4710-471.31-40	1,400.00 1,300.00 1,300.00 4,000.00 *	4,000.00
16538	709	CALLAWAY GOLF	002188 002189		10/25/2022 10/25/2022	507-5762-454.44-10 507-5762-454.44-10	303.67 1,799.76 2,103.43 *	2,103.43
16539	3035	CENTURY LINK CORP.	002191		10/25/2022	507-5762-454.52-10	100.00 100.00 *	100.00

PREPARED 10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/04

CITY OF NEEDLES

REPORT NUMBER 70

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
16540	3136	CITY OF NEEDLES	001980		10/25/2022	502-4710-471.80-43	12,779.08	
			001981		10/25/2022	503-4720-475.80-43	8,299.33	
			001982		10/25/2022	580-4750-473.80-43	45,311.58	
							66,389.99 *	66,389.99
16541	2320	COUNTY OF SAN BERNARDINO	001983		10/25/2022	505-4730-472.74-40	3,775.09	
							3,775.09 *	3,775.09
16542	1	D.R. & G SERVICES	UT		10/25/2022	501-0000-211.00-00	125.73	
							125.73 *	125.73
16543	440	DECO FOODSERVICE INCORP.	002213		10/25/2022	507-5762-454.61-06	123.09	
							123.09 *	123.09
16544	2487	DELL MARKETING L.P.	002198		10/25/2022	101-1025-415.61-02	1,380.06	
			002199		10/25/2022	101-1040-417.61-02	923.20	
			002200		10/25/2022	101-1035-416.61-02	336.43	
							2,639.69 *	2,639.69
16545	424	DESERT INDUSTRIAL SUPPLY	001984		10/25/2022	580-4750-473.60-55	206.71	
							206.71 *	206.71
16546	4054	DESERT SUN OIL CORP.	002088		10/25/2022	580-4750-473.62-00	120.43	
							120.43 *	120.43
16547	3523	DEVELOPMENT MANAGEMENT GR	PI0059	023042	10/25/2022	101-1060-410.53-05	1,243.66	
			PI0060	023042	10/25/2022	502-4710-471.53-05	710.80	
			PI0061	023042	10/25/2022	580-4750-473.53-05	1,598.98	
							3,553.44 *	3,553.44
16548	3580	DIAMOND PURE WATER	002091		10/25/2022	511-3020-432.43-29	11.00	
			002091		10/25/2022	510-4410-405.61-01	48.00	
			002163		10/25/2022	503-4720-475.43-02	11.00	
							70.00 *	70.00
16549	1	DIG LLC	UT		10/25/2022	501-0000-211.00-00	369.43	
							369.43 *	369.43
16550	3682	EPIC ENGINEERING	002164		10/25/2022	101-0000-204.03-01	1,040.00	
			PI0063	023047	10/25/2022	582-4710-471.71-05	1,045.20	
			PI0064	023048	10/25/2022	582-4710-471.71-05	2,907.50	
			PI0065	023048	10/25/2022	582-4710-471.71-05	2,907.50	
							7,900.20 *	7,900.20
16551	615	FEDEX	001984		10/25/2022	580-4750-473.52-20	58.75	
			002047		10/25/2022	101-1025-415.52-20	31.25	
							90.00 *	90.00
16552	1296	FRONTIER	002214		10/25/2022	510-4410-405.52-10	105.05	
			002215		10/25/2022	101-5772-452.52-10	141.88	

PREPARED 10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/04

CITY OF NEEDLES

REPORT NUMBER 70

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
16552	1296	FRONTIER					246.93 *	246.93
16553	4012	GOLFNOW, LLC	002114		10/25/2022	507-5762-454.61-09	295.00 295.00 *	295.00
16554	324	GRAINGER	001984 001984		10/25/2022 10/25/2022	580-4750-473.61-21 580-4750-473.61-21	38.66 36.29 74.95 *	74.95
16555	3451	GREENS ELECTRIC, LLC	001984 001985 001985 001998 001999 002165		10/25/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022	580-4750-473.43-13 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55	2,801.50 551.94 39.67 66.42 181.02 145.85 3,786.40 *	3,786.40
16556	2612	HARDWARE EXPRESS INCORP.	001986 001986 001986 001986 001986 001986 001986 001986 001986 001986 002000 002040 002092 002092 002092 002092 002092 002092 002092 002092 002092 002166 002167 002194		10/25/2022 10/25/2022	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 503-4720-475.60-32 503-4720-475.43-02 206-5771-452.43-18 101-3010-431.61-33 101-5772-452.61-12 503-4720-475.43-02 502-4710-471.60-55 580-4750-473.60-55 503-4720-475.43-04 101-5772-452.43-18 511-3021-432.43-26 580-4750-473.60-55 580-4750-473.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 503-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-14	35.78 7.16 26.19 5.58 18.41 3.79 37.66 23.53 3.07 92.80 35.93 81.88 51.16 25.23 121.22 14.31 4.06 13.30 5.83 53.23 4.70 39.89 61.39 751.78 *	751.78
16557	2489	HOME DEPOT CREDIT SERVICE	001993		10/25/2022	580-4750-473.54-62	1,925.20 1,925.20 *	1,925.20
16558	3864	HORIZON TECHNOLOGIES INC.	002048 002048 002048 002048 002048		10/25/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022	101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10 503-4720-475.52-10 502-4710-471.52-10	70.00 70.00 70.00 140.00 280.00	

PREPARED 10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 4
 ACCOUNTING PERIOD 2023/04
 REPORT NUMBER 70

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16558	3864	HORIZON TECHNOLOGIES INC.	002048		10/25/2022	580-4750-473.52-10	175.00	
			002048		10/25/2022	101-3010-431.52-10	175.00	
							980.00 *	980.00
16559	3445	HUMANE SOCIETY MOHAVE COU	002044		10/25/2022	101-0000-204.06-00	494.00	
							494.00 *	494.00
16560	4000	JARROD DELEON	001993		10/25/2022	507-5761-453.43-04	353.79	
			001993		10/25/2022	507-5761-453.43-04	191.20	
							544.99 *	544.99
16561	4064	JIM DAVIS, LLC	002129		10/25/2022	507-5761-453.60-10	844.76	
							844.76 *	844.76
16562	3978	JOSE SANCHEZ	001993		10/25/2022	502-4710-471.55-00	174.00	
							174.00 *	174.00
16563	3998	MICHAEL BAKER INTERNATION	PI0062	023045	10/25/2022	101-1035-416.31-90	3,937.50	
			002223		10/25/2022	101-0000-204.35-01	350.00	
							4,287.50 *	4,287.50
16564	4032	MINAGAR & ASSOCIATES	PI0058	023015	10/25/2022	208-3010-431.71-22	6,523.00	
							6,523.00 *	6,523.00
16565	3337	MOJAVE DESERT & MOUNTAIN	002170		10/25/2022	101-4730-472.56-02	3,612.00	
							3,612.00 *	3,612.00
16566	1	NEEDLES UNIFIED SCHOOL DI UT			10/25/2022	501-0000-211.00-00	8.38	
							8.38 *	8.38
16567	218	NEWS WEST PUBLISHING CO.	002048		10/25/2022	101-1035-416.59-10	95.02	
							95.02 *	95.02
16568	2238	NORTHERN TOOL & EQUIPMENT	002092		10/25/2022	511-3020-432.43-57	239.07	
							239.07 *	239.07
16569	1786	NPUA	001993		10/25/2022	101-5772-452.41-10	57.90	
			001993		10/25/2022	101-5772-452.41-20	803.57	
			001994		10/25/2022	101-5772-452.41-20	2,380.61	
			001995		10/25/2022	101-5772-452.41-10	298.11	
			001995		10/25/2022	101-5772-452.41-20	1,385.73	
			001995		10/25/2022	101-5772-452.41-20	76.03	
			001995		10/25/2022	101-5772-452.41-10	32.39	
			001995		10/25/2022	101-5772-452.41-20	1,117.92	
			001995		10/25/2022	101-5772-452.41-20	1,435.57	
			001995		10/25/2022	101-5772-452.41-10	46.15	
			001995		10/25/2022	101-5772-452.41-20	243.77	
			001995		10/25/2022	101-5772-452.41-10	40.89	
			001995		10/25/2022	101-5772-452.41-20	250.55	
			001995		10/25/2022	101-5772-452.41-10	991.45	

PREPARED 10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 5
 ACCOUNTING PERIOD 2023/04
 REPORT NUMBER 70

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16569	1786	NPUA	001995		10/25/2022	580-4750-473.41-20	37.03	
			001995		10/25/2022	580-4750-473.41-11	31.79	
			001995		10/25/2022	502-4710-471.41-10	10,215.96	
			001995		10/25/2022	502-4710-471.41-10	32.39	
			001995		10/25/2022	580-4750-473.41-11	35.28	
			001995		10/25/2022	580-4750-473.41-11	56.33	
			002048		10/25/2022	580-4750-473.41-11	36.71	
			002048		10/25/2022	580-4750-473.41-11	57.58	
			002049		10/25/2022	580-4750-473.41-11	63.69	
			002092		10/25/2022	580-4750-473.41-11	2,677.51	
			002092		10/25/2022	502-4710-471.41-10	29.45	
			002168		10/25/2022	503-4720-475.41-10	50.07	
			002169		10/25/2022	503-4720-475.41-20	44.85	
			002208		10/25/2022	101-1070-410.41-10	864.14	
			002209		10/25/2022	101-1070-410.41-20	227.49	
			002210		10/25/2022	101-1070-410.41-30	77.98	
							23,698.89	23,698.89
16570	3324	OFFICE EXPRESS	002001		10/25/2022	510-4410-405.61-06	144.04	
							144.04	144.04
16571	3315	ONLINE COLLECTIONS	002110		10/25/2022	508-4810-478.31-46	71.44	
							71.44	71.44
16572	3767	PATRICK MARTINEZ	002042		10/25/2022	101-2030-423.55-00	87.00	
			002042		10/25/2022	101-2025-424.55-00	87.00	
			002042		10/25/2022	101-1040-417.55-00	87.00	
			002042		10/25/2022	101-1035-416.55-00	87.00	
							348.00	348.00
16573	239	PHILLIPS EXCAVATING INC.	002196		10/25/2022	502-4710-471.43-60	700.00	
			002207		10/25/2022	580-4750-473.31-90	1,200.00	
							1,900.00	1,900.00
16574	1491	PIONEER RESEARCH CORP.	002002		10/25/2022	101-3010-431.60-11	1,783.73	
							1,783.73	1,783.73
16575	1763	PITNEY BOWES GLOBAL FINAN	002041		10/25/2022	510-4410-405.70-03	2,632.36	
							2,632.36	2,632.36
16576	15	QUILL CORP.	002003		10/25/2022	508-4810-478.61-01	40.93	
							40.93	40.93
16577	2861	REINKE A/C CORP.	002108		10/25/2022	580-4750-473.54-62	8,791.91	
			002109		10/25/2022	580-4750-473.54-62	7,977.91	
							16,769.82	16,769.82
16578	591	ROBINSON ELECTRIC CO. INC	PI0057	023012	10/25/2022	238-5772-452.72-18	184,259.74	
							184,259.74	184,259.74

PREPARED 10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 6

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/04

CITY OF NEEDLES

REPORT NUMBER 70

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
16579	4049	ROGER MILLER	002007		10/25/2022	507-5761-453.43-04	184.64	
			002092		10/25/2022	507-5761-453.63-00	231.61	
							416.25 *	416.25
16580	3796	ROUTE 66 BROADBAND LLC	002004		10/25/2022	101-5772-452.52-10	144.49	
			002005		10/25/2022	507-5761-453.52-10	100.00	
			002006		10/25/2022	507-5762-454.52-10	100.00	
			002043		10/25/2022	101-2020-423.52-10	85.00	
			002049		10/25/2022	101-5773-452.52-10	110.00	
			002050		10/25/2022	101-5774-452.52-10	85.00	
			002107		10/25/2022	580-4750-473.52-10	200.00	
			002219		10/25/2022	101-3010-431.52-10	100.00	
			002220		10/25/2022	509-4910-479.52-12	270.00	
			002221		10/25/2022	503-4720-475.52-10	85.00	
			002222		10/25/2022	101-1030-414.52-10	175.00	
							1,454.49 *	1,454.49
16581	3361	S.B.COUNTY SHERIFF'S DEPA	002094		10/25/2022	101-2010-421.31-81	16,920.54	
			002094		10/25/2022	101-2010-421.43-03	10,304.03	
			002094		10/25/2022	101-2010-421.62-00	21,868.50	
			002094		10/25/2022	225-2010-421.31-81	24,089.41	
			002094		10/25/2022	225-2010-421.61-21	1,112.63	
			002211		10/25/2022	101-2010-421.31-80	273,031.42	
			002212		10/25/2022	225-2010-421.31-80	7,748.58	
							355,075.11 *	355,075.11
16582	2589	SAN BERNARDINO COUNTY	002096		10/25/2022	101-2020-423.62-00	326.68	
			002097		10/25/2022	101-2030-423.62-00	172.34	
			002098		10/25/2022	101-3010-431.62-00	3,865.75	
			002099		10/25/2022	101-4730-472.62-00	152.62	
			002100		10/25/2022	101-5772-452.62-00	902.41	
			002101		10/25/2022	206-5771-452.62-00	222.00	
			002102		10/25/2022	502-4710-471.62-00	2,068.65	
			002103		10/25/2022	503-4720-475.62-00	281.96	
			002104		10/25/2022	507-5761-453.62-00	1,457.61	
			002105		10/25/2022	508-4810-478.62-00	169.83	
			002106		10/25/2022	580-4750-473.62-00	1,390.32	
							11,010.17 *	11,010.17
16583	3437	SIGNS BY SUNDOWN, INC.	002093		10/25/2022	102-5772-452.72-18	370.48	
							370.48 *	370.48
16584	1695	SILVER STATE HYDRALIC SER	002094		10/25/2022	511-3021-432.43-37	792.10	
							792.10 *	792.10
16585	4001	SIMPLOT TURF & HORTICULTU	002008		10/25/2022	507-5761-453.61-08	281.23	
			002218		10/25/2022	507-5761-453.61-07	2,835.98	
							3,117.21 *	3,117.21
16586	1826	SIMPSON NORTON CORP.	002115		10/25/2022	507-5761-453.43-04	707.61	

PREPARED 10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 7

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/04

CITY OF NEEDLES

REPORT NUMBER 70

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
16586	1826	SIMPSON NORTON CORP.					707.61 *	707.61
16587	3344	SLOVAK BARON EMPEY MURPHY	002131		10/25/2022	101-1015-412.31-50	5,800.00	
			002132		10/25/2022	502-4710-471.31-50	1,933.33	
			002133		10/25/2022	503-4720-475.31-50	1,933.33	
			002134		10/25/2022	580-4750-473.31-50	1,933.34	
			002135		10/25/2022	502-4710-471.31-50	1,483.60	
			002136		10/25/2022	503-4720-475.31-50	1,483.60	
			002137		10/25/2022	101-1025-415.31-50	983.10	
			002138		10/25/2022	502-4710-471.31-50	19.66	
			002139		10/25/2022	580-4750-473.31-50	963.44	
			002140		10/25/2022	101-2030-423.31-50	5,039.80	
			002141		10/25/2022	101-2030-423.31-50	389.35	
			002142		10/25/2022	101-2030-423.31-50	1,742.70	
			002143		10/25/2022	101-2030-423.31-50	45.20	
			002144		10/25/2022	101-2030-423.31-50	45.20	
			002145		10/25/2022	101-2030-423.31-50	67.80	
			002146		10/25/2022	101-2030-423.31-50	2,315.67	
			002147		10/25/2022	101-2030-423.31-50	429.40	
			002148		10/25/2022	101-2030-423.31-50	203.80	
			002149		10/25/2022	101-2030-423.31-50	1,256.15	
			002150		10/25/2022	101-2030-423.31-50	260.15	
			002151		10/25/2022	101-2030-423.31-50	271.60	
			002152		10/25/2022	101-2030-423.31-50	302.80	
			002153		10/25/2022	101-2030-423.31-50	418.90	
			002154		10/25/2022	101-2030-423.31-50	614.60	
			002155		10/25/2022	101-2030-423.31-50	45.20	
			002156		10/25/2022	101-2030-423.31-50	195.55	
			002157		10/25/2022	101-2030-423.31-50	1,114.41	
			002158		10/25/2022	101-2030-423.31-50	956.95	
			002159		10/25/2022	101-2030-423.31-50	906.60	
			002160		10/25/2022	101-2030-423.31-50	316.40	
			002161		10/25/2022	101-2030-423.31-50	109.80	
							33,581.43 *	33,581.43
16588	284	SOUTHWEST GAS CORP.	002111		10/25/2022	101-3010-431.41-60	25.32	
			002112		10/25/2022	507-5761-453.41-50	6.59	
			002113		10/25/2022	510-4410-405.41-60	11.36	
							43.27 *	43.27
16589	3631	STOTZ EQUIPMENT	002172		10/25/2022	507-5761-453.43-04	11.93	
							11.93 *	11.93
16590	2435	T & R ELECTRIC SUPPLY COM	002015		10/25/2022	580-4750-473.60-55	3,546.82	
							3,546.82 *	3,546.82
16591	1006	TAYLOR MADE	002009		10/25/2022	507-5762-454.44-10	1,694.50	
							1,694.50 *	1,694.50
16592	779	THATCHER COMPANY OF NEVAD	002197		10/25/2022	502-4710-471.60-32	3,297.15	

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/04

CITY OF NEEDLES

REPORT NUMBER 70

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

[illegible]

PREPARED 10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 9

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/04

CITY OF NEEDLES

REPORT NUMBER 70

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
16602	3830	UNIFIRST CORPORATION	002016		10/25/2022	580-4750-473.61-04	130.90	
			002017		10/25/2022	101-3010-431.61-04	96.68	
			002018		10/25/2022	508-4810-478.61-04	70.39	
			002019		10/25/2022	580-4750-473.61-04	130.90	
			002020		10/25/2022	502-4710-471.61-04	31.32	
			002021		10/25/2022	503-4720-475.61-04	16.10	
			002022		10/25/2022	101-5772-452.61-04	26.95	
			002088		10/25/2022	101-5774-452.43-18	8.56	
			002123		10/25/2022	101-3010-431.61-04	170.64	
			002124		10/25/2022	101-5772-452.61-04	26.95	
			002125		10/25/2022	502-4710-471.61-04	31.32	
			002126		10/25/2022	580-4750-473.61-04	130.90	
			002127		10/25/2022	508-4810-478.61-04	6.44	
			002128		10/25/2022	507-5762-454.43-08	7.49	
			002173		10/25/2022	503-4720-475.61-04	16.10	
			002190		10/25/2022	507-5762-454.43-04	7.49	
							909.13	*
								909.13
16603	761	USABBLUEBOOK	002122		10/25/2022	502-4710-471.60-55	2,662.17	
			002174		10/25/2022	503-4720-475.43-02	219.59	
			002175		10/25/2022	503-4720-475.43-14	844.84	
			002176		10/25/2022	503-4720-475.43-02	394.41	
			002195		10/25/2022	503-4720-475.43-14	310.40	
							4,431.41	*
								4,431.41
16604	3980	WZI INC	002023		10/25/2022	580-4750-473.63-08	200.00	
							200.00	*
								200.00
16605	1023	XEROX	002179		10/25/2022	101-1020-413.70-01	47.54	
			002180		10/25/2022	101-1025-415.70-01	47.54	
			002181		10/25/2022	101-1030-414.70-01	76.06	
			002182		10/25/2022	101-1035-416.70-01	47.54	
			002183		10/25/2022	101-1040-417.70-01	47.54	
			002184		10/25/2022	101-2025-424.70-01	47.54	
			002185		10/25/2022	101-2030-423.70-01	47.54	
			002186		10/25/2022	101-3010-431.70-01	19.01	
			002187		10/25/2022	510-4410-405.70-01	95.05	
							475.36	*
								475.36
16606	1293	ZUBRICK T-SHIRTS	002130		10/25/2022	101-5774-452.60-24	725.75	
							725.75	*
								725.75
16607	3828	3D-NETWORKS LLC	002014		10/25/2022	580-4750-473.31-90	885.00	
			002040		10/25/2022	509-4910-479.31-53	550.00	
			002051		10/25/2022	509-4910-479.31-90	3,410.03	
			002205		10/25/2022	509-4910-479.31-90	3,300.00	
			002216		10/25/2022	509-4910-479.31-53	600.00	
			002217		10/25/2022	509-4910-479.52-13	1,483.10	
							10,228.13	*
								10,228.13
BANK/CHECK TOTAL							895,256.77	895,256.77

PREPARED10/13/2022, 13:49:16

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 10
ACCOUNTING PERIOD 2023/04
REPORT NUMBER 70

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

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

ALL BANKS/CHECKS TOTAL

895,256.77

895,256.77

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR OCTOBER 25, 2022**

			FUND AMT.	25-Oct	22-23 BUDGET
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 17,829.40	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 61,591.62	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 170,181.96	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 62,256.69	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 10,977.50		\$ 64,938.14	\$ 373,159.00
101.1040.417	ENGINEERING	\$ -		\$ 69,416.06	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 16,180.93	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ -		\$ 15,251.15	\$ 59,457.00
101.2010.421	SHERIFF	\$ -		\$ 1,170,800.71	\$ 3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 59,529.15	\$ 233,027.00
101.2025.424	BUILDING & SAFETY	\$ -		\$ 97,801.92	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 208,249.40	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 275,223.88	\$ 849,743.00
101.4730.472	SANITATION	\$ -		\$ 46,510.70	\$ 166,600.00
101.5770.452.	AQUATICS	\$ -		\$ 74,607.54	\$ 194,192.00
101.5772.452	PARKS	\$ -		\$ 159,475.68	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 40,421.43	\$ 107,923.00
101.5774.452	RECREATION	\$ -		\$ 75,922.85	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 10,977.50		\$ 9,505,479.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 13,170.04	\$ 4,974,221.00
FUND 205	CDBG		\$ -	\$ 1,974.00	\$ 42,692.00
FUND 206	CEMETERY		\$ -	\$ 46,159.11	\$ 202,270.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 221,347.00	\$ 311,377.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 38,457.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 5,603.00	\$ 68,115.94	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 2,786.10	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 184,926.87	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 442.60	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 16,445.91	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 13,356.25	\$ 300,000.00
FUND 501	NPUA		\$ -	\$ 710,477.71	\$ 2,601,074.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 517,485.82	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 281,809.55	\$ 1,241,325.00
FUND 505	SANITATION		\$ -	\$ 268,287.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 29,306.89	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 24,712.00		\$ 139,303.61	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 56,280.14	\$ 370,454.00
FUND 507	GOLF FUND TOTAL		\$ 24,712.00		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 110,076.37	\$ 455,807.00
FUND 509	MIS		\$ -	\$ 63,711.59	\$ 257,370.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 41,278.05	\$ 414,950.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 75,585.54	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 10,279.39	\$ 10,279.39
FUND 520	SR DIAL A RIDE		\$ -	\$ 127,050.80	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 4,539.15	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 123,723.54	\$ 614,438.00
FUND 580	ELECTRIC		\$ -	\$ 5,669,516.86	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 509,632.67	\$ 1,024,359.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 34,383.00	\$ 3,799,561.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 41,292.50	\$ 12,066,098.40	\$ 49,396,980.39

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 Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED10/14/2022, 14:02:51

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 04/2023

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16608	4066	00	EBERHARD EQUIPMENT	10/25/2022	24,712.00	.00
16609	3968	00	MERIDIAN CONSULTANT, LLC	10/25/2022	10,977.50	.00
16610	4032	00	MINAGAR & ASSOCIATES	10/25/2022	5,603.00	.00
NUMBER OF CHECKS				3	GRAND TOTAL	41,292.50

PREPARED 10/14/2022, 14:05:11

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
ACCOUNTING PERIOD 2023/04
REPORT NUMBER 71

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16608	4066	EBERHARD EQUIPMENT	PI0071	023050	10/25/2022	507-5761-453.73-40	24,712.00 24,712.00 *	24,712.00
16609	3968	MERIDIAN CONSULTANTS, LLC	PI0067	023020	10/25/2022	101-1035-416.31-09	10,977.50	
			PI0068	023020	10/25/2022	101-1035-416.31-09	10,977.50	
			002225	023020	10/25/2022	101-1035-416.31-09	10,977.50- 10,977.50 *	10,977.50
16610	4032	MINAGAR & ASSOCIATES	PI0070	023049	10/25/2022	225-2010-421.61-21	5,603.00 5,603.00 *	5,603.00
BANK/CHECK TOTAL							41,292.50	41,292.50
ALL BANKS/CHECKS TOTAL							41,292.50	41,292.50

ORDINANCE NUMBER 655-AC

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 12 "LICENSES"
ADDING 12-56.1 "MOBILE FOOD VENDORS"**

WHEREAS, the City Council gave direction to staff to draft a Mobile Food Vending Ordinance due to limited eating options within the City of Needles; and

WHEREAS, interested business owners have expressed interest in operating a food truck or trailer within the City of Needles; and

WHEREAS, the purpose of the Ordinance is to establish a Mobile Food Vending Ordinance to regulate the operation of food trucks and trailers within the City of Needles; and

WHEREAS, the Ordinance will also clarify sidewalk vending procedures within the City, which is allowed pursuant to various laws adopted by the California State legislature; and

WHEREAS, the Needles City Council has sufficiently considered all testimony and any documentary evidence presented to them in order to make the following determination.

WHEREAS, a public hearing notice was published in the Needles Desert Star on September 28, 2022.

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

SECTION 1. Incorporation of Recitals. The recitals reflected above are true and correct and are incorporated by this reference herein as the cause and foundation for the action taken by the and through this Ordinance.

SECTION 2. CEQA. Pursuant to section 15060(c)(2) of the California CEQA Guidelines, adoption of the subject Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment and therefore is not subject to CEQA. Additionally, pursuant to section 15060(c)(3) the activity is not a "project" as defined in section 15378 because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve an amendment to the Needles Municipal Code ("Needles Code") adding mobile food vending to operate within the City of Needles.

SECTION 4. The City Council **HEREBY APPROVES Ordinance 655-AC**

10-25-2022

4

amending the Needles Municipal Code (NMC) as identified within Exhibit "A" attached.

SECTION 5. Effective Date. This action shall become final and effective thirty (30) days after this decision by the City Council as provided by the Needles Code.


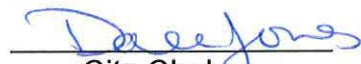
SECTION 6. Severability. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this Ordinance.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of October 2022, by the following roll call vote:

AYES:	Council Members Campbell, Evans, Merritt, Belt and Longacre
NOES:	None
ABSENT:	Mayor Williams
ABSTAIN:	None

Attest:


Vice Mayor

City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 25th day of October 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:



City Attorney

Exhibit "A"
to Ordinance Number 655-AC

Section 12-56.1

Mobile Food Vendors

Section 12-56.2 Purpose

Section 12-56.3 Definitions

Section 12-56.4 Mobile Food Truck and Food Trailer Regulations

Section 12-56.5 Sidewalk Vendor Regulations

Section 12-56.6 Prohibited Activities and Locations

Section 12-56.7 Violations, Food Trucks and Food Trailers

Section 12-56.8 All Other Violations

Section 12-56.2 Purpose.

The purpose of this chapter is to provide a clear and streamlined permitting process for mobile food vendors and to establish proper permit and regulatory procedures to ensure the health and safety of the community while at the same time promoting business in the City and providing additional food choices for the City of Needles residents and visitors.

Section 12-56.3 Definitions.

Mobile Food Vendor. A person or business that operates or assists in the operation of a vending vehicle.

Vending Vehicle. A motorized device or vehicle by which any person or property may be propelled or moved upon a highway or street or which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged, or otherwise given. Vending vehicle shall not include a device moved exclusively by human power.

Food Truck. A licensed, motorized vehicle or mobile food unit licensed by the Department of Motor Vehicles, designed and equipped to prepare, or serve, and sell food, and temporarily stored in a location where food items are sold to the general public.

Food Trailer. A legally attached trailer to a licensed, motorized vehicle, used in conjunction with the service of a commissary, or other permanent food facility upon which prepackaged or approved non-prepackaged food is sold, offered for sale or otherwise distributed as retail.

Sidewalk Vendor. A person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path. Pedal driven cart shall include carts pulled by Class 1 eBikes.

Food or Food Products. Any item described by California Health and Safety Code Section 113781.

Goods or Merchandise. Any item that is not food or a food product and can be sold and immediately obtained from a sidewalk vendor. Items for rent, subscription plans, and other services shall not be considered goods or merchandise. For example, tangible items such as t-shirts and cameras are appropriate for sale as merchandise; however, cell phone service is not acceptable.

Section 12-56.4 Mobile Food Truck and Food Trailer Regulations.

A mobile food vendor may locate their vending vehicle in the CRR, C-1, C-2, C-3, and P zones in the public right-of-way as long as the mobile food vendor adheres to the following time, place, and manner restrictions:

- (1) The vending vehicle is in full compliance with all parking and California Vehicle Code provisions which apply to the location at which it is parked.
- (2) The vending vehicle or its customers do not obstruct pedestrian or vehicular traffic in any manner.
- (3) No mobile food vendor shall operate a vending vehicle:
 - (i) Within a space reserved for emergency ingress or egress.
 - (ii) Within ten (10) feet from the outer edge of any entrance of any business during the hours that such business is open to the public. This prohibition may be waived with the written consent of such business. For purposes hereof, the term "entrance" includes but is not limited to doors, vestibules, driveways, and outdoor dining area entries.
 - (iii) Within twenty-five (25) feet of any street intersection controlled by a traffic light, crosswalk, or stop sign.
 - (iv) Within twenty-five (25) feet of a bus stop.
 - (v) Within three hundred (300) feet of the nearest property line of any property in which a public or private school building is located, between the hours of seven a.m. and five p.m. of any school day. For purposes of this chapter, "public school" shall be defined as a school governed or operated by a unified school district or other similar public entity. This prohibition may be waived for special events for which the City issues a permit, or by written permission of the Needles Unified School District or any other entity which operates the applicable school.
- (4) The mobile food vendor must be in compliance with Health and Safety Code Section 114315(a), in that the food facility shall be operated within 200 feet travel distance of an approved and readily available toilet and handwashing facility, or as otherwise approved by the enforcement agency, to ensure that restroom facilities are available to facility employees whenever the mobile food facility is stopped to conduct business for more than a one-hour period. A mobile food vendor must provide at least one hand sanitizer dispenser for the public's use.

- (5) The mobile food vendor and employees shall keep the vending area litter free. The mobile food vendor must remove litter produced by its operations from any public and private property within a one hundred (100) foot radius of the vending vehicle's location. A mobile food vendor must provide at least one thirty-gallon trash receptacle in the vicinity of the vending vehicle for the deposit of waste materials generated by customers in connection with the mobile food vendor's operations.
- (6) The mobile food vendor and employees shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into City streets, storm drains, catch basins, sewer facilities or private property. All discharges shall be contained and properly disposed of by the mobile food vendor.
- (7) Vending is prohibited on the exposed street and/or traffic side of the vending vehicle.
- (8) Noise and amplified music is not permitted.
- (9) A vending vehicle may not serve customers between the hours of 10 p.m. and 8 a.m.
- (10) The vending vehicle shall comply with the California Vehicle Code at all times.
- (11) All food products sold or provided from the vending vehicle shall comply with all applicable food labeling requirements established by the State of California.
- (12) The mobile food vendor shall have a valid permit issued by the San Bernardino County Department of Environmental Health Services. All required county health permits must be in the possession of the mobile food vendor at all times during which it operates within the City. All food trucks and trailers must be parked at an approved commissary when not in use.
- (13) A mobile food vendor shall be permitted by the City through its zoning permit application and business license. The zoning permit fee is fifty-two dollars (\$52.00) and may be amended from time to time by resolution.
- (14) All cooking equipment producing grease laden vapors shall be protected by a UL 300 listed automatic fire extinguishing system. A class K fire extinguisher shall be provided within each vending vehicle at an accessible location. All fire protection equipment shall be properly maintained and serviced at intervals required by the California Fire Code.
- (15) The mobile food vendor shall maintain insurance, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, or as deemed acceptable at a reasonable discretion of the City's Risk Manager or designee. The mobile food vendor shall provide to the City written certification thereof, against liability for death or injury to any person and damage to property as a result of ownership, operation, or use of its mobile food facilities. The City Council may adopt insurance requirements as set by resolution. In addition, the vendor shall indemnify, defend and hold the City harmless from any claims

arising out of or related to the vendor's ownership, operation, or use of its mobile food facilities, except as otherwise permitted by applicable law.

- (16) The mobile food vendor shall comply with all applicable state, county and local laws.
- (17) A mobile food vendor operating on a regular basis in the City shall have a valid business license issued by the City.
- (18) A mobile food vendor operating in the City as part of a special event as defined by the County of San Bernardino would be required to comply with a Temporary Food Facility permit from the County, and the normal commissary requirement would be waived.
- (19) Pursuant to Section 12-56.1 of the Needles City Code, pertaining to special event food vendors, for every person engaged in, managing, conducting or carrying on the business of a special event food vendor, the license fee shall be thirty dollars (\$30.00) per event, providing it is not part of a regularly established business licensed under another section of this code and may be amended from time to time.

Section 12-56.5 Sidewalk Vendor Regulations.

A. Any sidewalk vendor with 25 square feet or less of display area from which only prepackaged nonpotentially hazardous food and whole uncooked produce is sold, in accordance with Health & Safety Code section 114368.1(a) is exempt from the requirements of 12-56.5(B), except that the sidewalk vendor shall comply with all of the following as set forth in the Health & Safety Code, as may be amended from time to time: sections 113980, 114047, 114049, 114390, 114393, 114397, and 114399; Chapter 1 (commencing with Section 113700); Chapter 2 (commencing with Section 113728).

B. A sidewalk vendor shall adhere to the following:

- (1) The sidewalk vendor shall have a valid California Department of Tax and Fee Administration seller's permit.
- (2) All food products sold or provided by the sidewalk vendor shall comply with all applicable food labeling requirements established by the State of California.
- (3) The sidewalk vendor shall have a valid permit issued by the San Bernardino County Department of Environmental Health Services. All required county health permits must be in the possession of the mobile food vendor at all times during which it operates within the City.
- (4) The sidewalk vendor shall have a valid business license issued by the City.
- (5) A sidewalk vendor is required to submit information on their operations, including, but not limited to, any of the following:
 - (i) The name and current mailing address of the sidewalk vendor.

- (ii) A description of the merchandise offered for sale or exchange.
- (iii) A certification by the vendor that to his or her knowledge and belief, the information contained on the form is true.
- (iv) The California seller's permit number (California Department of Tax and Fee Administration sales tax number), if any, of the sidewalk vendor.
- (v) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.

C. Exempt and non-exempt sidewalk vendors may operate on all sidewalks and public parks and shall adhere to the following:

- (1) Stationary sidewalk vending is prohibited in City-owned parks where the park operator has signed an agreement for concessions that exclusively permit the sale of food or merchandise by the concessionaire.
- (2) The sidewalk vendor shall not obstruct pedestrian or vehicular traffic in any manner.
- (3) No sidewalk vendor shall operate:
 - (i) Within a space reserved for emergency ingress or egress.
 - (ii) Within 100 feet of a permitted certified farmer's market or swap meet during the hours of operation of that farmer's market or swap meet.
 - (iii) Within 100 feet of an area designated for a temporary special event permit issued by the City during the hours of operation of the special event.
- (4) The sidewalk vendor shall keep the vending area litter free. The sidewalk vendor must remove litter caused by its operations.
- (5) The sidewalk vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into City streets, storm drains, catch basins, sewer facilities or private property. All discharges shall be contained and properly disposed of by the sidewalk vendor.
- (6) Vending is prohibited on public or private streets.
- (7) Noise and amplified music shall comply with all applicable noise standards.
- (8) A sidewalk vendor may not operate between the hours of 10 p.m. and 8 a.m. in commercial zones.
- (9) A sidewalk vendor may not operate between the hours of 8 p.m. and 8 a.m. in residential zones.
- (10) City representatives may inspect a sidewalk vendor during the facility's hours of operation and other reasonable times on the basis of a consumer complaint or just cause.
- (11) City may recover the costs of investigation and enforcement of this Ordinance.

Section 12-56.6 Prohibited Activities and Locations.

- (1) Mobile food truck, food trailer, or sidewalk vendors shall not engage selling of adult-oriented material, cannabis, tobacco, or alcohol.
- (2) Noise and sound amplification equipment including music shall comply with all applicable noise standards. Sound amplification equipment shall not be operated within five hundred (500) feet of hospitals, schools, or churches.
- (3) Mobile food truck or food trailer vendors shall not engage in vending in residential (R-1, R-2, and R-3) zones. Mobile food truck vending is prohibited in residential zones, with the exception of ice cream trucks.
- (4) Mobile food truck, food trailer, or sidewalk vendors shall not operate on City-owned property without prior written authorization from the City.

Section 12-56.7 Violations, Food Trucks and Food Trailers.

Mobile food truck vending by any persons not in possession of a valid business license issued by the City failure shall constitute a violation. The first such violation shall constitute an infraction; subsequent violations shall constitute misdemeanors.

Section 12-56.8 All Other Violations.

A violation of this ordinance is punishable by the following:

- (1) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.
- (2) An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year of the first violation.
- (3) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.
- (4) The City may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.
- (5) The City shall administer fines for violations in accordance with Section 51038 of the California Government Code.
- (6) The fees assessed according to this section may be appealed according to the City's Appeal of Administrative Citation set forth in Chapter 2A, as may be amended from time to time.



Request for Council Action

City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: October 25, 2022

Title: Adopt Resolution 2022-73 Dispensing with Competitive Bidding and Accepting Pacific Hydrotech Corporation's Proposal to enter into a Design/Build Agreement to design and construct the Well No. 11 Treatment Plant Upgrade Project for a lump sum amount of \$5,759,400.

Background: The City passed Emergency Resolution 2021-43 on August 10, 2021, pertaining to the fact that two (2) of the City's three (3) wells have manganese and/or iron levels exceeding levels set by the State of California for drinking water.

The City recently received emergency grant funding from the State of California's Drinking Water State Revolving Fund (DWSRF) (Project No. 3610032-006C, Amendment No. 2), to design and replace the treatment system at Well No. 11, install a standby generator and make other necessary improvements at the Well No. 11 site that would allow the removal of iron/manganese from the potable water.

Time is of the essence to construct these improvements as Well No. 15 is the only well providing potable water to residents at this time. Upon completion of this project, Wells 11 & 12 will be requalified for use allowing 3 wells capable of providing the daily required water supply.

The project will be executed as a design-build project with Pacific Hydrotech Corporation (PacHydro) acting as the general contractor contracted with the City, with Water Works Engineers (WWE) acting as the design consultant. The project will be designed in accordance with the Basis of Design report already submitted by Water Works Engineers and has concurrence with the State Water Control Board.

Fiscal Impact: The total not to exceed \$5,759,400 being funded by Amendment No. 2 of Agreement No. SWRCB0000000000D1902030 with the California State Water Resources Control Board. *Am*

Recommendation: Adopt Resolution 2022-73 Dispensing with Competitive Bidding and Accept Pacific Hydrotech Corporation's Proposal to design and construct the Well No. 11 Treatment Plant Upgrade project for a lump sum amount of \$5,759,400 and authorize staff to execute the Design/Build Agreement between City & Pacific Hydrotech Corporation for said work.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: *Rev*

Date: *10/19/22*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

RESOLUTION 2022-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, DISPENSING WITH COMPETITIVE BIDDING ON WELL 11 PROJECT DUE BASED ON EMERGENCY

WHEREAS, the City of Needles (the “City”) is passed Emergency Resolution 21-43 pertaining to the fact that three of the city’s wells have manganese and/or iron levels exceeding Maximum Contaminant Levels set by the state of California for drinking water and the fourth well being seriously threatened due to age and operational issues;

WHEREAS, the City recently received emergency grant funding from the State of California’s Drinking Water State Revolving Fund (“DWSRF”) (Project No. 3610032-006C, Amendment No. 2), the terms of which are incorporated herein by this reference, to design and replace the treatment system at Well No. 11, install a standby generator and make other necessary improvements at the Well No. 11 site (the “Project”).

WHEREAS, the City commissioned the City Of Needles Well No. 11 Treatment Plant Upgrade Project Basis Of Design Report, dated October 7, 2022 from Water Works Engineers and wishes to dispense with competitive bidding as permitted by Public Contracts Code Sections 1102, 20168, 22050.

WHEREAS, In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

WHEREAS, before the City Council takes any action pursuant to the preceding paragraph, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

WHEREAS, the City Council, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate City Manager the authority to order any action as provided in the preceding paragraphs.

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

Section 1. Recitals.

The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings

- (a) Due to the issues with Well No. 11 as provided above and other substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

Section 3. Action

- (a) The City Manager is hereby authorized and directed to execute the Design Build Contract with Pacific Hydrotech Corporation, a copy of which is attached hereto as Exhibit "A" for the design and construction of Well No. 11, with such non material changes as are approved by the City Manager and City Attorney, and to take all other actions and execute such documents as are needed to carry the Design Build Agreement into effect and complete the Project as defined in the Design Build Agreement.
- (b) The City Manager shall report to the City Council the status of the Project within 14 days and at each regular meeting of the City Council until completion of the Project and the City Council will vote by a four fifths majority to continue the emergency authority in this resolution as per Public Contracts Code Section

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption

Section 6. Certification.

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

PASSED, ADOPTED, AND APPROVED, this 25th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeff Williams, Mayor

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

EXHIBIT "A"
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This AGREEMENT is made as of the ____ day of _____ 2022 (“Effective Date”), by and between the City of Needles, a California charter city (“City”) and Pacific Hydrotech Corporation, a _____ corporation (“Design-Builder”). City and Design-Builder are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. The City recently received emergency grant funding from the State of California’s Drinking Water State Revolving Fund (“DWSRF”) (Project No. 3610032-006C, Amendment No. 2), the terms of which are incorporated herein by this reference, to design and replace the treatment system at Well No. 11, install a standby generator and make other necessary improvements at the Well No. 11 site (the “Project”).

B. Design Builder acting as the general contractor wishes to contract with the City, using Water Works Engineers (“WWE”) as the design consultant to Design Builder to provide all needed design-build services for the Project (“Work”) for a stipulated sum.

C. Design-Builder represents that it is fully qualified to perform the Work by virtue of its experience and the training, education, and expertise of its principals, employees and subcontractors.

D. City desires to retain Design-Builder, and Design-Builder desires to serve City to perform the Work in accordance with the terms and conditions of this Agreement.

E. This Agreement is entered into pursuant to the Emergency Resolution 21-43 of the City Council of City passed on August 10, 2021 pursuant to which the City dispensed with the requirements of an invitation to bids and competitive bidding under the Public Contracts Code as permitted by Public Contracts Code Sections 1102, 20168, 22050.

Article 1

General

1.1 Duty to Cooperate. City and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement not specifically defined herein shall have the meanings given them in the General Conditions attached hereto as **Exhibit “A”** and made a part hereof by this reference. The term “Engineer” shall be modified as provided in this Agreement at Section 2.2.2 of this Agreement. Sections 1.3 and 1.4 defining Bid and Bidder shall not apply to this Agreement as it was not competitively bid as referred to in the Recitals.

1.3 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required to prepare the Drawings and Specifications (“Drawings and Specifications”) and to

provide other design professional services as referred to in Section 6 of the Basis of Design Report, as defined below, for the Project as required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) subcontracted with Design-Builder. Nothing in this Agreement is intended to create any legal or contractual relationship between City and any independent design professional.

1.4 Demolition and Construction Services. Design Builder will demolish the existing structures, complete the construction of the Project based on the Drawings and Specifications, commission the Project and train City staff in the operation of the Project. The intent of this Agreement is that the Design-Builder will provide all services from the design phase through the demolition, completion and commissioning of the Project as well as training of City staff providing a turn-key solution for the City in exchange for compensation in the form of the Stipulated Sum which shall not be exceeded under any circumstances.

Article 2

Design-Builder's Services and Responsibilities

2.1 Services.

2.1.1 Generally. City Of Needles Well No. 11 Treatment Plant Upgrade Project Basis Of Design Report, dated October 7, 2022 ("Basis of Design Report"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein and made a part of this Agreement by this reference was prepared by WWE. The terms of the Basis of Design Report are part of and complimentary to this Agreement and include an outline of the Work to be performed by Design Builder under this Agreement including but not limited to Section 6 Engineering Design and Services During Construction Scope of Work and Subtask 3 thereof which, in part, outlines the design process related to preparation of the Drawings and Specifications. The compensation for the previous preparation of the Basis of Design Report shall be a part of the Stipulated Sum, as defined below, and no additional compensation due for the Basis of Design preparation services.

2.1.2 Design Professional Services. Design-Builder shall perform the design services described in the Basis of Design Report including those identified in Section 6 "Engineering Design and Services During Construction Scope of Work". In connection with the performance of the design services, the Design-Builder shall prepare 60%, 90% and 100% Drawings and Specifications as provided in Subtask 3 of the Basis of Design Report. Design-Builder shall obtain the written approval of the City for the 60%, 90% and 100% Drawings and Specifications. The City shall review such designs, drawings and specifications and shall review and approve the same or require revisions, amendments or changes as are reasonably determined by City. Notwithstanding anything to the contrary, it is understood that the Drawings and Specifications will require additional information, detail and interpretation of the Basis of Design Report, but the additional information, detail and interpretation of the contents of the Basis of Design Report contained in the Drawings and Specifications shall under no circumstances constitute the basis for a Change Order or increase in the compensation above the Stipulated Sum, as defined below. The Design-Builder assumes responsibility to provide all services, without exception, needed to design, build and commission the Project as contemplated by the Basis of Design Report for the Stipulated Sum. Requests for

Information, Addenda to the Drawings and Specifications as well as any changes to the Drawings and Specifications, if any, shall require the prior written approval of the City, as aforesaid, and shall not form the basis for a Change Order or increase in compensation or time for completion. City reserves the right to appoint its own engineer at its sole cost and expense to review and comment on the Drawings and Specifications, addenda or changes to the same and to inspect any part of the Work in the sole and absolute discretion of the City. Design-Builder will provide timely and strict cooperation with any such engineer appointed by City, and City reserves the right to appoint such engineer(s) to serve as the "Engineer" as defined in Section 1.12 of the General Conditions and as referred to in the General Conditions.

2.1.3 Construction Services. In addition to all of the design services, Design-Builder shall perform the Work needed to fully complete the Project outlined in Section 4 entitled "Demolition" and Section 5 entitled "Proposed Improvements" in the Basis of Design Report. The term "Work" is defined in the Section 1.25 of the General Conditions and design professional services. The term "Work" shall be deemed to include any and all services, materials and equipment as specified above needed to fulfill the intent of the Basis of Design Report. Design-Builder accepts the sole responsibility for designing, building and commissioning the Project as contemplated by the Basis of Design Report for the Stipulated Sum.

2.1.4 Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Design-Builder Representative shall be _____ (the "Design-Builder Representative"). The Design-Builder Representative shall directly manage Design-Builder's services under this Agreement. Design-Builder shall not change the Design-Builder Representative without City's prior written consent.

2.1.5 Standard of Performance. Design-Builder shall perform all design and construction services under this Agreement in accordance with the standard of care generally exercised by like design professionals and contractors under similar circumstances in the southern California region and in a manner reasonably satisfactory to City.

2.1.6 Personnel. Design-Builder has, or will secure at its own expense, all personnel required to perform the Work under this Agreement. All of the Work under this Agreement shall be performed by Design-Builder or under its supervision, and all personnel engaged in the Work shall be qualified and/or licensed, if applicable, to perform such services.

2.1.7 Permits and Licenses. Design-Builder at its sole cost and expense shall obtain and maintain during the Agreement term all necessary licenses, permits, and certificates required by law for the provision of services under this Agreement, including a business license. Notwithstanding the forgoing, the City shall not impose a building permit or other fee for any permits or licenses or entitlements required to complete the Project and shall provide its own testing and inspections not specifically the responsibility of Design-Builder under the Basis of Design Report.

2.1.8 Funding Agreement. Design Builder acknowledges that the Project is funded by the DWSRF and agrees to comply with all of the terms of the funding agreement applicable to Design-Builder (Amendment No. 2, dated 8/30/2022) ("Funding Agreement") the terms of which are hereby

incorporated herein by reference and applicable to and binding on City and Design-Builder to the as well as all other requirements, state, federal and local laws, regulations and policies under or with respect to the Funding Agreement. The Design-Builder represents and warrants that it is eligible to be awarded this contract utilizing state and federal funding.

2.2 Proposal. Attached hereto as **Exhibit "C"** and incorporated herein by this reference is the Design-Builder's proposal to the City (the "Proposal") for the design and construction of the Project for a Stipulated Sum. The cost for completing the Project including all contingencies and allowances, shall not exceed the Stipulated Sum of **Five Million Seven Hundred Fifty Nine Thousand Four Hundred Dollars (\$5,759,400.00)** under any circumstances. The Stipulate Sum is broken down by line items as provided in the line item budget ("Budget") a copy of which is attached hereto as **Exhibit "D"** and incorporated herein and which shall form the basis for the maximum amount of payments for line items to the Design-Builder under this Agreement. City may in its reasonable discretion allow reasonable deviations from the amounts contained in each line item of the Budget provided that in no circumstances shall the compensation for the Work exceed the Stipulated Sum.

2.2.1 Basis of Design Report. The Proposal includes all design professional, construction, equipment and materials including but not limited to those referred to is the Basis of Design Report and the Drawings and Specifications necessary to complete the Work in a good and workmanlike manner.

2.3 Project Schedule. The Project Schedule for the Work shall be as attached hereto as **Exhibit "E"** and made a part hereof by this reference.

2.4 Prevailing Wage and other Laws. This is a state assisted construction contract. State and federal laws, including prevailing wage requirements will be enforced. The Design-Builder's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

2.4.1 In accordance with Labor Code Section 1770 et seq., the Project is a "public work". The Design-Builder and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages, and in accordance with the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 which governs the payment of wages and ratio of apprentices and trainees to journeymen. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Design-Builder shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

2.4.2 If wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Design-Builder of its obligation, if any, to require payment of the higher wage.

2.4.3 Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete

understanding of the law regarding apprentices. Apprenticeship Provision: "Apprentices must be currently enrolled in a federally approved apprenticeship program and registered with the U. S. Department of Labor, Office of Apprenticeship (OA). Federal Apprenticeship verification can only be issued by the OA, through a request from the apprentice program sponsor."

2.4.4 Section 1861 of the California Labor Code requires each Design-Builder that is awarded a public works contract to sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

2.4.5 In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.

Article 3

Contract Documents

3.1 The Contract Documents are comprised of the following:

3.1.1 This Agreement, as amended by and controlled by any Change Orders;

3.1.2 The Basis of Design Report

3.1.3 The Funding Agreement.

3.1.4 The General Conditions;

3.1.5 The Proposal.

3.1.6 The Plans and Specifications

Article 4

Interpretation and Intent

4.1 The Contract Documents are intended to permit the parties to complete the Work, the Project and all obligations required by the Contract Documents by the Final Completion Date, as defined below, for the Stipulated Sum. All of the Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards and the overall intent of this Agreement. In the event of any conflict between or among the Contract Documents the conflict shall be resolved based on the precedence in the order in which they are listed in **Section 3.1** hereof. Notwithstanding anything to the contrary in the Contract Documents, the Stipulated Sum may not be increased by anything contained in the Proposal, Drawings and Specifications or the Basis of Design and any such language in such documents shall be deemed null and void.

4.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions. For the sake of clarity, the General Conditions refer to a competitively bid project which does not apply to this Project. The following sections of the General Conditions are deemed stricken from the General Conditions: 14.2

4.4 The Contract Documents form the entire agreement between City and Design-Builder and by incorporation therein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to City under this Agreement ("Work Product") are deemed to be instruments of service and shall become the sole property of the City. With respect to computer files containing data generated for the Work, Design-Builder shall make available to the City, upon request, the necessary computer software and hardware for the purposes of accessing, compiling, transferring, and printing computer files. Design-Builder may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Design-Builder.

5.2 Liability for Reuse. For work covered by the California Business and Professions Code, Design-Builder shall not be responsible for damage caused by subsequent changes to or uses of the Work Product, if the subsequent changes or uses are not authorized or approved by Design-Builder, provided that Design-Builder was not also a proximate cause of the damage.

5.3 Upon City's Termination for Convenience or Design-Builder's Election to Terminate. If City terminates this Agreement for its convenience as set forth in Article 9 hereof, Design-Builder shall, upon City's payment of the amounts due Design-Builder under the Contract Documents, the Work Product shall become the sole property of the City to complete the Project and subsequently occupy the Project, and City shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:

5.3.1 City has the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 5.2 if City resumes the Project through its employees, agents, or third parties.

Article 6

Contract Time

6.1 Date of Commencement. The Services shall commence within five (5) days of Design-Builder's receipt of City's Notice to Proceed ("Date of Commencement") and shall be performed in accordance with the Schedule. The term of this Agreement shall be from the Effective Date through _____, unless terminated sooner as provided in **Article 9** of this Agreement.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work shall be achieved no later than _____ (“Scheduled Substantial Completion Date”).

6.2.2 Final Completion of the Work or identified portions of the Work shall be achieved no later than thirty (30) calendar days after Substantial Completion.

6.3 Time is of the Essence. City and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages.

6.4.1 Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, City will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Design-Builder shall pay City liquidated damages for each day that Substantial Completion extends beyond the LD Date in the amount of \$_____ per day which shall control over the amount set forth in **Section 16.3** of the General Conditions].

6.4.2 Design-Builder understands that if Final Completion is not achieved within thirty (30) calendar days of Substantial Completion Date, City will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within thirty (30) calendar days of Substantial Completion, Design-Builder shall pay to City _____ Dollars (\$_____), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days which shall control over the amount in Section 16.3 of the General Conditions.

Article 7

Contract Price

7.1 Contract Price.

7.1.1 City shall pay Design-Builder in accordance with the General Conditions the Stipulated Sum for the Work which includes, but is not limited to, design fees and preconstruction services fees, demolition fees, construction fees, construction administration costs, project management, permits, inspection fees, bonds, insurance and other amounts. The Stipulated Sum includes all sales, use, consumer and other taxes mandated by applicable law. There shall be no provision in the Drawings and Specifications for price increases or escalations, and any such provisions shall be deemed null and void.

7.1.3 Expenses. The Stipulated Sum shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

7.1.4 Additional Services. City shall not allow any claims for additional services performed by Design-Builder, unless the City Council and the Design-Builder Representative authorize the additional services in writing prior to Design-Builder's performance of the additional services or

incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at a rate mutually agreed to by the parties.

7.5 Cost of the Work.

7.5.1 The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

7.5.2 Wages of direct employees of Design-Builder performing the Work at the Project site or, with City's prior written approval, at locations off the Project site.

7.5.3 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

7.5.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, bonds, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder.

7.5.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

7.5.6 Payments properly made by Design-Builder to Subcontractors and Consultants for performance of portions of the Work, including design professional services, insurance and bond premiums incurred by subcontractors and Design-Builder.

7.5.7 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

7.5.8 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

7.5.9 Costs of demolition and removal of debris and waste from the Site.

7.5.10 The reasonable costs and expenses incurred in establishing, operating and demobilizing the site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.

7.5.11 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

7.5.12 Premiums for insurance and bonds required by this Agreement for the performance of the Work.

7.5.13 All fuel and utility costs incurred in the performance of the Work.

7.5.14 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.5.15 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

7.5.16 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.

7.5.17 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by City.

7.5.18 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

7.5.19 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices.

7.5.2.2 Overhead and general expenses.

7.5.2.1 The cost of Design-Builder's capital used in the performance of the Work.

7.5.2.2 Costs that would cause the Stipulated Sum to be exceeded.

7.6 Amounts in Excess of Cost of Work and Less than Stipulated Sum. If the sum of the actual Cost of the Work and Design-Builder's Fee is less than the Stipulated Sum the difference shall be paid to Design Builder as part of final payment.

Article 8

Procedure for Payment

8.1 Payment for Services. Design-Builder and City agree upon the following method for partial and final payment to Design-Builder for the Cost of the Work hereunder and as provided in Section 20 of the General Conditions. For the sake of clarity the procedure for payment shall be the same for design professional services as it will be for construction services, as applicable:

8.2 Progress Payments.

8.2.1 Invoices. Design-Builder shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered and the amounts due under this Agreement during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Design-Builder's fees, it shall give written notice to Design-Builder of any disputed fees set forth on the invoice. Design-Builder shall provide City with conditional stop notice/lien releases for amounts being invoiced and unconditional stop notice/lien releases for amount previously invoiced and paid. Invoices are subject to review and approval by City and Design-Builder shall provide any and all back-up information requested of the City prior to payment. Further, the City will submit requests for reimbursement under the DWSRF and the Design-Builder shall cooperate with City to provide any all information requested of the City or Design Builder in order to approve the reimbursement to the City. City may impose additional requirements on payments to Design-Builder pursuant to the requests and requirements under the DWSRF and Design-Builder shall comply with the same.

8.2.2 Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt of invoice. City shall not withhold federal payroll, state payroll, or other taxes, or other similar deductions, from payments made to Design-Builder. For all reimbursements authorized by this Agreement, Design-Builder shall provide receipts on all expenses in such form as approved by the City's Finance Director.

8.2.3 The amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by City shall be proportional to and in no event in excess of the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee as determined from the Budget.

8.2.4 Audit of Records. Design-Builder shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement, including, but not limited to, invoices, time cards, and cost control sheets. All such records shall be clearly identifiable. Design-Builder shall allow a representative of the City during Design-Builder's regular working hours to examine, audit, and make transcripts of copies of such records and any other documents created pursuant to this Agreement. Design-Builder shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

8.3 Retainage on Progress Payments.

8.3.1 City will retain ten percent (10%) of each Application for Payment provided as provided in **Section 20** of the General Conditions as this is a substantially complex Project due to the design build manner of Project delivery. The City may withhold payments to the Contractor including, but not limited to, retained percentage, liquidated damages, defective work not remedied, and other valid claims against the Contractor

8.4 Final Payment. Design-Builder shall submit its Final Application for Payment to City in accordance with Section 6.7 of the General Conditions. City shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within thirty (30) days after City's receipt of the Final Application for Payment, provided that: (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions. City shall withhold five percent (5%) of the Contract Price from the final payment until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of cessation, but not longer than the period permitted by Public Contract Code Section 7107.

8.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered subject to the Funding Agreement and any related requirements. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of five (5) years after Final Payment City and agency accountants and staff shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts,

purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of five (5) years after Final Payment or longer if required based on the funding sources for the Project. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties.

Article 9

Termination for Convenience

9.1 Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Design-Builder at least seven (7) calendar days before the termination or suspension is to be effective. In such event, City shall pay Design-Builder for the following:

9.1.1 All services performed and Work executed for the Project;

9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs; and

9.1.3 The fair and reasonable sums for overhead and profit directly related to the work executed; however, compensation shall not include anticipated or estimated profit and fees.

9.2 Obligations upon Termination. Design-Builder shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Design-Builder, City shall pay Design-Builder based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Design-Builder be entitled to receive more than the amount that would be paid to Design-Builder for the full performance of the services required by this Agreement.

9.3 If City terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, City's shall have the right to use the work product shall be as set forth in **Section 5.3** hereof.

Article 11

Bonds and Insurance

11.1 Insurance. Design-Builder and City shall procure the insurance coverages set forth in Section 22 of the General Conditions.

11.2 Bonds and Other Performance Security. Design-Builder shall provide a performance bond and A payment bond as specified in Section 23 of the General Conditions which shall be on the forms attached hereto as **Exhibits "F" and "G"**.

11.3 Indemnities Related to Design Professionals. Section 25 of the General Conditions provides for indemnification of City. Section 25.3 states that it will not apply to the "Engineer" which is intended to mean the Engineer separate retained by the City – but not WWE or other engineers retained by Design-Builder. The following indemnity clause applies to the design professional services provided by Design-Builder through WWE or other design professionals.

11.3.1 To the fullest extent permitted by law, Design-Builder shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, successors and assigns (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Design-Builder, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Design-Builder shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

11.4 Survival of Terms. Design-Builder's indemnifications and obligations shall survive the expiration or termination of this Agreement.

Article 12

Other Provisions

12.1 Independent Contractor.

12.1.1 Design-Builder is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Design-Builder shall at all times be under Design-Builder's exclusive direction and control. Design-Builder shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Design-Builder or any of Design-Builder's employees, except as set forth in this Agreement. Design-Builder shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

12.1.2 No employee benefits shall be available to Design-Builder in connection with the performance of this Agreement. Except for the fees paid to Design-Builder as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Design-Builder for performing services hereunder for City. City shall not be liable for compensation or indemnification to Design-Builder for injury or sickness arising out of performing services hereunder.

12.2 Conflicts of Interest. Design-Builder and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Design-Builder's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Design-Builder may perform similar services for other clients, but Design-Builder and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Design-Builder is not currently performing work that would require Design-Builder or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Design-Builder shall incorporate a clause substantially similar to this Section

into any subcontract that Design-Builder executes in connection with the performance of this Agreement.

12.3 Conformance with Applicable Requirements. All work prepared by Design-Builder shall be subject to the approval of City. Further, the Services performed by Design-Builder pursuant to this Agreement are funded, in part, under the Funding Agreement and as such, Design-Builder shall comply with all applicable laws and regulations in its performance of this Agreement and shall complete, sign, date and submit to City all certification forms required under the Funding Agreement.

12.4 Mutual Cooperation.

12.4.1 City's Cooperation. City shall provide Design-Builder with all pertinent data, documents and other requested information in the possession of City as is reasonably available for Design-Builder's proper performance of the services required under this Agreement.

12.4.2 Design-Builder's Cooperation. In the event any claim or action is brought against the City relating to Design-Builder's performance or services rendered under this Agreement, Design-Builder shall render any reasonable assistance that City requires.

12.5 Notices. Notices required or allowed under this Agreement shall be addressed to the party to be notified as set forth below:

If to City: The City of Needles
 c/o City Manager
 817 Third Street
 Needles, CA 92363

If to Design-Builder:

[insert address and contact person name]

12.6 Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Design-Builder shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Design-Builder will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

12.7 Prohibition of Assignment and Delegation. Design-Builder shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent in the sole and absolute discretion of the City. City's consent to an assignment of rights under this Agreement shall not release Design-Builder from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect, and shall entitle City to terminate this Agreement. As used in this Section "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

12.8 No Third Party Beneficiaries Intended. Except as otherwise provided in Section 11.3, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

12.9 Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) nonmonetary changes in the scope of work; and (d) termination of the Agreement.

12.10 Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) includes" or" including" are not limiting.

12.11 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

12.12 Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Design-Builder warrants and represents that he or she has the authority to execute this Agreement on behalf of the Design-Builder and has the authority to bind Design-Builder to the performance of its obligations hereunder.

12.13 Listing of Exhibits and documents incorporated herein:

EXHIBIT "A" GENERAL CONDITIONS

EXHIBIT "B" BASIS OF DESIGN REPORT

EXHIBIT "C" PROPOSAL

EXHIBIT "D" BUDGET

EXHIBIT "E" SCHEDULE

EXHIBIT "F" PERFORMANCE BOND

EXHIBIT "G" PAYMENT BOND

In executing this Agreement, City and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

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

CITY:
CITY OF NEEDLES

DESIGN-BUILDER:

By: _____

By: _____

Its: _____

Date: _____

Date: _____

ATTEST:

Dale Jones, Secretary

APPROVED AS TO FORM:

SBEMP LLP

EXHIBIT “A” GENERAL CONDITIONS

EXHIBIT "B" BASIS OF DESIGN REPORT



CITY OF NEEDLES
WELL NO. 11 TREATMENT PLANT UPGRADE PROJECT
BASIS OF DESIGN REPORT

Date: October 7, 2022

Prepared By: Allison Brumbaugh, P.E.
 Joe Riess, P.E.



10/08/2022

Table of Contents

1. Purpose.....	1
2. Compliance with DWSRF Funding Agreement	2
3. Existing Facilities and Systems.....	2
4. Demolition	3
5. Proposed Improvements	4
5.1. Wellhead	4
5.2. Filter System.....	5
5.3. Backwash Reclaim System.....	5
5.4. Chlorination System	6
5.5. Yard Piping and Valves	6
5.6. Electrical Systems.....	6
5.7. Instrumentation and Controls.....	7
5.8. Building.....	7
6. Engineering Design and Services During Construction Scope of Work	9
6.1. Assumptions	9
6.2. Scope.....	9
Subtask 1 - Project Management	9
Subtask 2 – Field Investigations	9
Subtask 3 –Construction Documents	10
Subtask 3 – Engineering Services During Construction	11
Subtask 4 – Project Start-up and Closeout.....	12
7. Attachments	12
7.1. Preliminary Design Drawings.....	12
7.2. Loprest Proposal and Scope of Supply	12

1. Purpose

Well No. 11 is a production well owned and operated by the City of Needles (City) that is currently not supplying water to the City's drinking water distribution system due to high iron and manganese levels and inoperable treatment facilities. The existing iron and manganese filter system is inoperable and not salvageable and needs to be replaced to allow Well No. 11 to be brought back online full time. Currently, Well No. 15 is the only well within the system with water quality that meets State standards and there is no redundant water supply in the City that meets water quality standards. Well No. 12 is another well that has water quality issues (high iron and manganese) and only pumps to the golf course. Well Nos. 11 and 12 may be used in an emergency but only for up to 15-days per year and no longer than 5 consecutive days.

The City recently received emergency grant funding from the State of California's Drinking Water State Revolving Fund (DWSRF) (Project No. 3610032-006C, Amendment No. 2) to replace the treatment system at Well No. 11, install a standby generator and make other necessary improvements at the Well



No. 11 site. The project will be executed as a design-build project with Pacific Hydrotech Corporation (PacHydro) acting as the general contractor contracted with the City, with Water Works Engineers (WWE) acting as the design consultant. The purpose of this report is to document the basis for the design for the project and serve as the scope of work for the contractor and consulting engineer for which the contract pricing is based on.

2. Compliance with DWSRF Funding Agreement

PacHydro and WWE acknowledges that this project is funded by the DWSRF and agrees to comply with the terms of the funding agreement (Amendment No. 2, dated 8/30/2022).

3. Existing Facilities and Systems

The existing facilities and systems at the Well No. 11 site are summarized below:

- Outdoor Electrical:
 - Transformer
 - Main disconnect mounted on building
 - Square D NEMA 3R switchgear
 - 350 hp Square D well pump motor starter
 - Various low voltage panelboards, switches, and exposed conduit under canopy
- Wellhead:
 - Operational, recently rehabilitated by Layne.
 - Metal canopy covering switchgear, motor starter, wellhead and exposed piping adjacent to building.
 - 350-HP Well Pump
 - Goulds Model 14RJHC-DWT
 - Oil Lubricated
 - No VFD or Soft-Start
 - Design Condition: 2100 gpm @ 313 ft TDH, 1770 rpm
 - Tested at 2,500 GPM @ 90 PSI
 - Propeller flowmeter (manual read)
 - Chlorine injection
 - Puroflux 10" sand separator
 - 10" steel piping
- Building:
 - 30' x 16' concrete masonry unit (CMU) building
 - 12' tall CMU walls
 - Exterior emergency eyewash and shower
 - Single exterior light under canopy for wellhead
 - Control Room:
 - 14' 8" x 11' 4" interior dimensions
 - Motor control center (MCC): 30 Amp/30 Amp/100 Amp/100 Amp buckets
 - 480V power center
 - Filter control panels
 - Filter air compressor
 - Chlorine analyzer



- Air conditioner
 - Exhaust fan
 - Desk with old PC
 - Overhead lighting
 - 2 floor drains
- Chemical Room:
 - 14'8" x 16'8" interior dimensions
 - Originally included chlorine gas and sulfur dioxide, since removed
 - Room now used for storage
 - Overhead monorail with powered hoist
 - Large double steel doors with cutout for monorail
 - Exhaust fan
- Chemical Shed
 - Wooden shed with Sodium hypochlorite chemical storage and feed system
- Filter System:
 - Two 5'-diameter, 11'-long pressure contact vessels
 - Three 7'-diameter, 21' 2"-side shell filtration vessels
 - One 75,000-Gallon Backwash Reclaim Tank
 - One Backwash Reclaim Pump
- Two 50,000-Gallon Storage Tanks

4. Demolition

An initial site visit was completed on March 23rd 2022 to determine the condition of the existing treatment facilities and which facilities may be reused and which must be demolished. The following equipment/items will be demolished, unless noted as being relocated:

- Outdoor Electrical:
 - 350 HP Well pump motor starter: at end of service life
 - Various low voltage panels, switches, conduit and wire that is not necessary or may not be reused.
- Wellhead:
 - All exposed piping, valves, supports and instrumentation – visible signs of corrosion
 - Sand separator – Good condition, relocate and add automated purge valve
 - Non-structural concrete pads – settled and created uneven walking path
- Building:
 - Control Room:
 - Filter control panels – not compatible with new filter system
 - Filter air compressor – not compatible with new filter system or necessary
 - Chlorine analyzer – at end of service life
 - 480V power distribution panel – not necessary with new system, need to free up space
 - Computer (desk to remain if in good shape)
 - Chemical Room:
 - Overhead monorail with powered hoist – not necessary
 - Double doors –do not close or lock properly



- Exhaust fans – beyond service life
- Chemical shed and contents—not operational and located within future trench area for piping modifications
- Filter System:
 - Two 5'-diameter, 11'-long pressure contact vessels – not required for new filter system
 - Three 7'-diameter, 21' 2"-side shell filtration vessels – not functional
 - One 75,000-gallon backwash supply tank/clearwell – at end of service life
 - Backwash reclaim pump – undersized for future backwash system
- Two 50,000-gallon storage tanks – at end of service life and exhibiting significant signs of corrosion
- Filter and backwash piping – not compatible with future backwash system

5. Proposed Improvements

Improvements will be made to the following major systems or areas, as further described in the following sections.

- Wellhead
- Filter System
- Backwash Reclaim System
- Chlorination System
- Yard Piping
- Electrical
- Instrumentation and Controls
- Building

In addition to the descriptions below, see the attached preliminary drawings for additional information.

- Drawing G-005: Equipment, Pipe and Instrument Schedules
- Drawing G-006: Valve Schedule
- Drawing D-001: Demolition Plan
- Drawing C-002: Site Plan
- Drawing N-003: P&ID – Wellhead
- Drawing N-004: P&ID – Filter System
- Drawing N-005: P&ID – Backwash Reclaim System
- Drawing N-006: P&ID – Chlorination System

Notes:

1. Gaps in drawing numbers are intentional, as these numbers will be used during final design.
2. P&ID=Process and Instrumentation Diagram

5.1. Wellhead

All piping, valves, and instrumentation from the wellhead to the new treatment system will be replaced. New exposed pressure piping 4-inch and larger will be either welded steel or ductile iron, to be selected during design based on availability of piping and fittings.

A new concrete housekeeping pad will be installed beneath the new piping within the area below the canopy since the existing concrete slab is deteriorated and settled. Structural concrete pads used for the



well pump and supporting the canopy will be protected in place. New pipe supports will be provided to support piping, valves, and appurtenances.

5.2. Filter System

A single 4-cell horizontal pressure filter with Greensand Plus media will be provided by Loprest to remove iron and manganese at a design flow rate of 2,750 gpm (2,500 gpm well flow plus 250 gpm backwash reclaim). The filter system will have electrically actuated butterfly valves to allow automatic control of the filter in filtration, backwash modes, standby and offline modes. A small surface wash pump will be provided to operate during the backwash cycle to rinse the surface of the media and break up any bridged or clumped media. The filter system will come complete with all necessary header piping, fittings, valves, and media, to be installed by PachHydro. In addition, the programmable logic controller (PLC) included in Loprest's control panel will be the "Plant PLC" and will control the entire Well No. 11 treatment plant. See attached proposal from Loprest for further details on the filter system, including Loprest's complete scope of supply, which also includes the backwash reclaim pump, chemical storage and feed system, and other items associated with other systems.

During normal operation, chlorinated water will flow down through the media in all four cells in parallel and collect in the internal outlet header prior to leaving the vessel. During backwash, water will flow down through three cells into the outlet header, and then up through the cell in backwash and to the backwash reclaim tank. Excess water that is not required for backwash will continue to system. Design criteria for the Filter system are summarized below.

Table 2: Filter System Design Criteria

Parameter	Value
Treatment Process Design Capacity (gpm)	2,750 (2,500 gpm well flow + 250 gpm reclaim)
Filter Vessel Size	10-ft dia x 40-ft sideshell (45 ft-10 in overall)
Number of Cells	4
Surface Area (sq. ft)	420 sq. ft total (105 sq. ft per cell)
Media Type	Greensand Plus
Maximum Filtration Rate (gpm/sq. ft)	10
Design Flow Filtration Rate (gpm/sq. ft)	6.55
Anthracite Bed Depth (in)	12
Greensand Plus Bed Depth (in)	18
Estimate Service Cycle (hr)	77
Backwash Flow Rate (gpm)	1,260 - 1,575
Water Scour Rate, Included in Backwash Rate (gpm)	210

5.3. Backwash Reclaim System

Backwash waste will flow to a new epoxy-coated bolted steel backwash reclaim tank. The backwash reclaim tank will be sized to hold the total backwash volumes from all 4 cells with a safety factor of 1.3, which equates to approximately 67,500 gallons. Assuming a freeboard of 4.5-ft (to be confirmed during design), the approximate size of the backwash tank is 30-ft diameter by 24-ft tall for a nominal capacity of 125,000 gallons. The tank will be supported by a concrete ring-wall foundation. A floating decanter will be installed in the tank to allow backwash water, following a settling time, to be pumped back to the raw



water piping upstream of chemical injection for recovery through the treatment system. Backwash will be reclaimed at a rate no greater than 10% of the well pumping rate by a new backwash reclaim pump, which will have a 250-gpm capacity at approximately 100-psi discharge pressure. Design criteria for the backwash reclamation system are summarized below.

Table 2: Backwash Reclaim System Design Criteria

Parameter	Value
Waste Volume per Backwash, 4 Cells (gal)	67,500
Required Tank Capacity w/ 1.3 safety factor (gal)	87,800
Backwash Reclaim Tank Size	30-ft dia x 24-ft tall
Estimated Freeboard (ft)	4.5
Backwash Reclaim Tank Nominal Capacity (gal)	125,000
Backwash Reclaim Pump Capacity (gpm)	250
Backwash Reclaim Pump Discharge Pressure (psi)	100
Backwash Reclaim Pump Motor Size (HP)	25

5.4. Chlorination System

Sodium hypochlorite (12.5% concentration) will be used as a disinfectant and filter pre-oxidant. Sodium hypochlorite will be injected at the wellhead's raw water piping at a wafer static mixer and dosed to achieve the City's goal of up to 2 mg/L chlorine post-filtration. A new 500-gallon, dual walled, HDPE storage tank will be installed in the existing chemical room. 500-gallons of 12.5% sodium hypochlorite will provide approximately 7 days of storage (assuming 2 mg/L dose @ 2500 gpm, 24 hrs/day). Two 2.5-gph solenoid actuated diaphragm metering pumps will also be provided on a skid, with one installed as the duty pump and the other as a standby or spare pump. The metering pumps will be PULSATron Series, by Pulsafeeder, to match the City's existing metering pumps.

The metering pumps will be controlled by the Plant PLC to start and stop with the well pump, and operate at a speed required to achieve the desired post-filter free chlorine residual.

The chemical feed system improvements are summarized below:

- 500-gallon dual walled HPDE sodium hypochlorite storage tank with level sensor
- Duplex pump skid (1 duty; 1 standby pump sized for 2.5 gph)

5.5. Yard Piping and Valves

New yard piping will be constructed between the wellhead, treatment systems, and connections to the existing distribution piping as shown on the preliminary site plan and included in the Pipe Schedule. New buried piping greater than 4-inches diameter will be either welded steel, ductile iron, or PVC C900, to be selected during design based on availability of piping and fittings. Smaller diameter piping will be SCH 80 PVC. Sodium hypochlorite tubing will be 3/8" OD LLDPE installed in 2" PVC pipe or conduit to provide secondary containment and allow for replacement. New exposed and buried valves will be provided as necessary for a complete system, as shown on the Valve Schedule and P&IDs.

5.6. Electrical Systems

The existing transformer, main disconnect, switchgear and well pump motor appear to be in good working condition and will not be replaced under this project. The existing well pump starter is at the end of its



service life and will be replaced with a new 350 hp soft-starter. A new 800kVA diesel standby generator with a subbase fuel tank will be installed. The fuel tank will be sized to provide 24 hours of run time. The generator will be installed on a concrete slab foundation. An automatic transfer switch (ATS) will be provided to automatically start the generator and switch to standby power during power outages.

The existing interior lighting in the building appears to be in good working condition and will not be replaced. Additionally, the two exterior light poles will remain. The motor starters in the existing MCC in the control room will be removed and the motor starters for the surface wash and backwash reclaim pumps will be installed in it.

The electrical system improvements are summarized below:

- Soft starter for well pump
- 800 kVA diesel standby generator with subbase fuel tank with 24 hour capacity
- Automatic transfer switch
- New motor starters for surface wash and backwash reclaim pumps, in existing MCC section.

5.7. Instrumentation and Controls

New instrumentation and controls will be installed to monitor and control the well pump and treatment systems. See the P&IDs and Instrument Schedule in the drawings for a complete list of instruments to be provided. The Loprest filter control panel will serve act as the Plant PLC for the entire plant. The control panel will interface with the City's existing XiO cloud-based SCADA system. The control panel will monitor all instruments and control the following:

- Well pump start/stop, based on remote call for water from City's existing telemetry system
- Filter valves open/close, and modulation for backwash waste valve
- Backwash reclaim system and pump start/stop
- Chemical system flow-pacing
- Alarm generation

The City's XiO SCADA system will be updated to include remote monitoring of the well pump and treatment system, including the following:

- Alarms
- Raw water flow
- Filter differential pressure
- Filter effluent free chlorine
- Filter effluent turbidity
- Backwash waste flow
- Backwash reclaim flow
- Backwash reclaim tank level
- Backwash reclaim water turbidity

5.8. Building

The existing concrete masonry unit (CMU) building will be remodeled to accommodate the upgraded electrical and controls in the Control Room and chlorination system in the Chemical Room. The double



doors on the chemical storage room will be replaced with new, shorter double doors with transom above and new locks will be installed. New exhaust fans will be installed in the Chemical Room as well. The existing air conditioning system in the Control Room is currently operational and will remain in service as-is.

6. Engineering Design and Services During Construction Scope of Work

6.1. Assumptions

The following assumptions have been made in the development of the Basis of Design Report and this scope of work.

- 1) Environmental permitting is by others.
- 2) Special use and building permits will not be required or, if required, will be obtained by the City.
- 3) The design elements included in the project are as described as the proposed improvements described in this Basis of Design Report.
- 4) The City will employ one or more approved agencies to provide special inspections and tests during construction on the types of work specified in the Construction Documents, as required by Section 17 of the California Building Code.

6.2. Scope

The following services will be provided by WWE for this project, separated out by subtask:

Subtask 1 - Project Management

Under this subtask, WWE will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. WWE will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. WWE will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project and submit monthly progress reports to the City. The following will be performed under this subtask:

- 1) Project Kickoff Meeting (to be conducted at Project site)
 - a) Introductions for project team
 - b) Agree on project objectives
 - c) Agree on project components
- 2) Project Communication and Control
 - a) Coordination of all project team activities
 - b) Communication of project progress and issues to City staff
 - c) Project schedule maintenance and control of project tasks to keep project schedule on track
 - d) Cost tracking of all engineering activities and active cost control of fees.
- 3) Quality Assurance/Quality Control
 - a) Plan and implement Quality Assurance/ Quality Control Policy with the entire project team
 - b) Ensure QA/QC procedures are being followed at each step in the design process

Meetings	• Project Kickoff Meeting
Deliverables	• Monthly Progress Reports



Subtask 2 – Field Investigations

Subtask 2.2 – Geotechnical Investigation

The site will be investigated for subsurface soil conditions to determine the suitability of the soils for the facilities planned in this Basis of Design Report, as required by the California Building Code. A Geotechnical Report will be provided to establish design criteria for foundation design for the filter system and generator.

Meetings	<ul style="list-style-type: none">• None
Deliverables	<ul style="list-style-type: none">• Geotechnical Report

Subtask 2.3 – Surveying

A design level topographic survey (conventional field survey) will be provided for the project site to support design efforts. The items to be included are as follows:

- **Survey Control:**
 - 1) The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A local municipal benchmark will be used, if available.
 - 2) The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).
- **Survey Features:**
 - 1) Survey observations will be taken on a 50-foot natural ground grid and 50-foot finish surface grid to create 1-foot contour intervals. Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, high/low points, top and toe of slopes, grade breaks, finish floors, driveway aprons and handicap ramps.
- **Utilities:**
 - 1) Location, elevation, size, and type of visible above ground utilities within the site.
 - 2) Flow line invert elevations and sizes of drain inlets, sanitary sewer and storm drain manholes adjacent to the site, unless bolted down.

Meetings	<ul style="list-style-type: none">• None
Deliverables	<ul style="list-style-type: none">• Site Survey CAD Files

Subtask 3 –Construction Documents

WWE will prepare the necessary construction documents (construction plans, typical details, specifications) for the project, based on the design criteria and proposed improvements described in this Basis of Design Report. The preparation of construction documents will be completed in three submittals: 60%, 90% and 100% design submittals. Prior to each submittal, the work product will be reviewed through WWE's QA/QC process and, upon submittal to the City and PacHydro, will have been reviewed and revised in accordance with the QA/QC plan. Submittal of the 60% and 90% review documents will occur at Project Review Workshops with the entire project team. The contents of the submittal will be presented to the City and PacHydro to familiarize the group with the information being submitted and the design thought process behind the work. Following the Project Review Workshop, the City and PacHydro will have a 2-week review period to provide any additional comments which were not brought forward in the Project Review Workshop.



Since this is a Design-Build project, WWE will prioritize elements of the design to allow early procurement of long lead-time items, such as the generator, ATS, switchgear and bolted steel tank. Drawings and specifications for these elements will likely be release prior to the 60% design submittal to allow PacHydro to begin procurement and the vendors to begin preparing shop drawings.

Design deliverables will be delivered electronically in PDF format. Hard copies will be provided upon request, not to exceed the following quantity per submittal:

- (5) 11x17 Drawings
- (5) Specification Books
- (2) 22x34 Drawings (Record Drawings only, not mylar)

Subtask 3.1 - 60% Design Submittal

The 60% design submittal will communicate to the City and PacHydro the project design so that meaningful discussion can take place and the core project decisions can be made as a group. WWE will use a combination of design drawings, 3-dimensional CADD models, manufacturers' information, and other communication tools to allow the City an opportunity for significant input into the design process.

Meetings	<ul style="list-style-type: none">• 60% Design Review Meeting
Deliverables	<ul style="list-style-type: none">• 60% Design Drawings• 60% Specifications• Project Schedule Update

Subtask 3.2 - 90% Design Submittal

In general, the 90% design submittal will be a complete project package, with all design drawings, details and specifications completed. The period between 90% and 100% should solely be dedicated to minor inter-disciplinary coordination and final QA/QC checking of all documents. In the 90% submittal, 2-dimensional plan and section drawings are incorporated with 3-dimensional isometrics to clearly show how complex piping systems are to be constructed.

Meetings	<ul style="list-style-type: none">• 90% Design Review Meeting
Deliverables	<ul style="list-style-type: none">• 90% Design Drawings• 90% Specifications• Project Schedule Update

Subtask 3.3 - 100% Design Submittal

Comments provided by the City and PacHydro at the 90% design stage or QA/QC comments generated by WWE's QA/QC review team will be addressed, and the project set will be completed.

Meetings	<ul style="list-style-type: none">• None
Deliverables	<ul style="list-style-type: none">• 100% Design Drawings• 100% Specifications• Project Schedule Update

Subtask 3 – Engineering Services During Construction

WWE will provide the following Engineering Services During Construction for this project.

- 1) Submittal reviews



- 2) RFI review, documentation, and tracking
- 3) Participation in routine project conference calls
- 4) Periodic site inspections for conformance with the design drawings, as necessary
- 5) Structural observations as required by the California Building Code
- 6) Production of Record Drawings

Meetings	<ul style="list-style-type: none">• Routine project conference calls• Periodic site inspections• Structural observations
Deliverables	<ul style="list-style-type: none">• Submittal reviews• RFI answers• Structural observations report• Record Drawings

Subtask 4 – Project Start-up and Closeout

WWE will provide the following services to complete the project after the facility has been constructed.

- 1) Conduct testing and start-up planning meeting with City and PacHydro.
- 2) Start-up commissioning assistance
- 3) Training of City operations staff (performed during start-up week)
- 4) Final punch list review and close-out

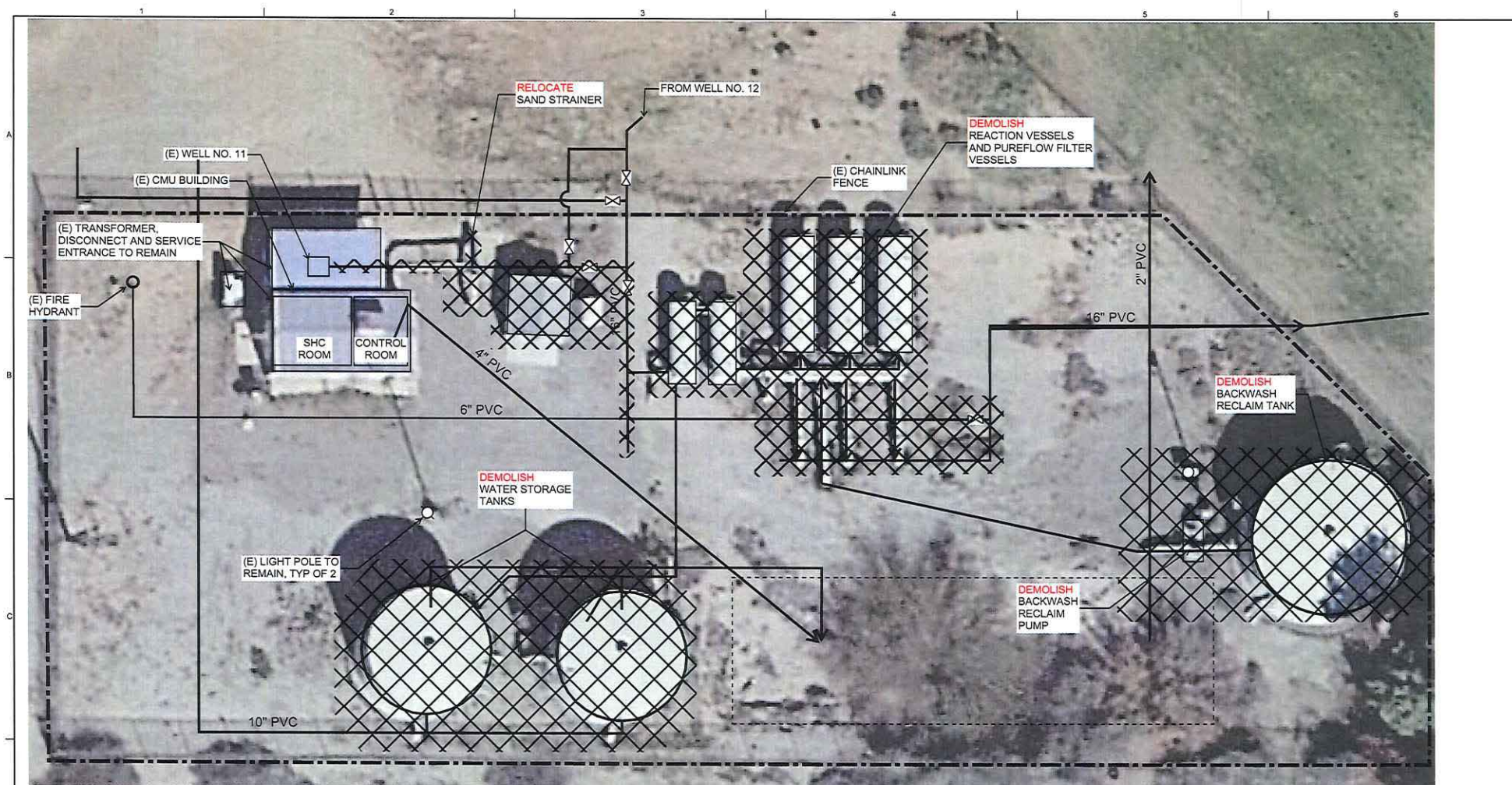
Meetings	<ul style="list-style-type: none">• Testing and start-up meeting
Deliverables	<ul style="list-style-type: none">• Final punch list

7. Attachments

7.1. Preliminary Design Drawings

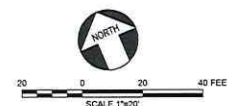
- Drawing G-005: Equipment, Pipe and Instrument Schedules
- Drawing G-006: Valve Schedule
- Drawing D-001: Demolition Plan
- Drawing C-002: Site Plan
- Drawing N-003: P&ID – Wellhead
- Drawing N-004: P&ID – Filter System
- Drawing N-005: P&ID – Backwash Reclaim System
- Drawing N-006: P&ID – Chlorination System


7.2. Loprest Proposal and Scope of Supply

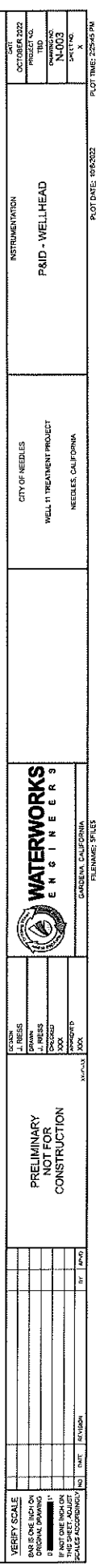


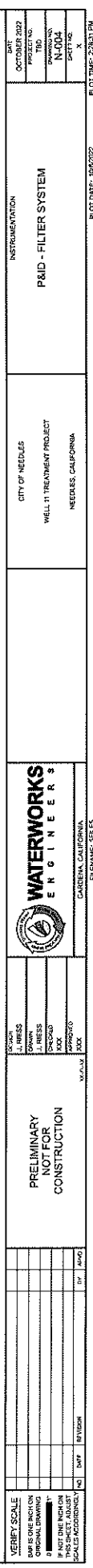
NOTES:
 1. SITE PLAN IS CONCEPTUAL AND NOT FOR BUDGETING PURPOSES ONLY. LOCATION, SIZE AND CONDITION OF EXISTING PIPING, STORAGE AND TREATMENT FACILITIES MUST BE VERIFIED.
 2. SAMPLE LINES AND ELECTRICAL CONDUIT NOT SHOWN.
 3. NOT ALL VALVES, EQUIPMENT AND INSTRUMENTS SHOWN. SEE P&IDS.

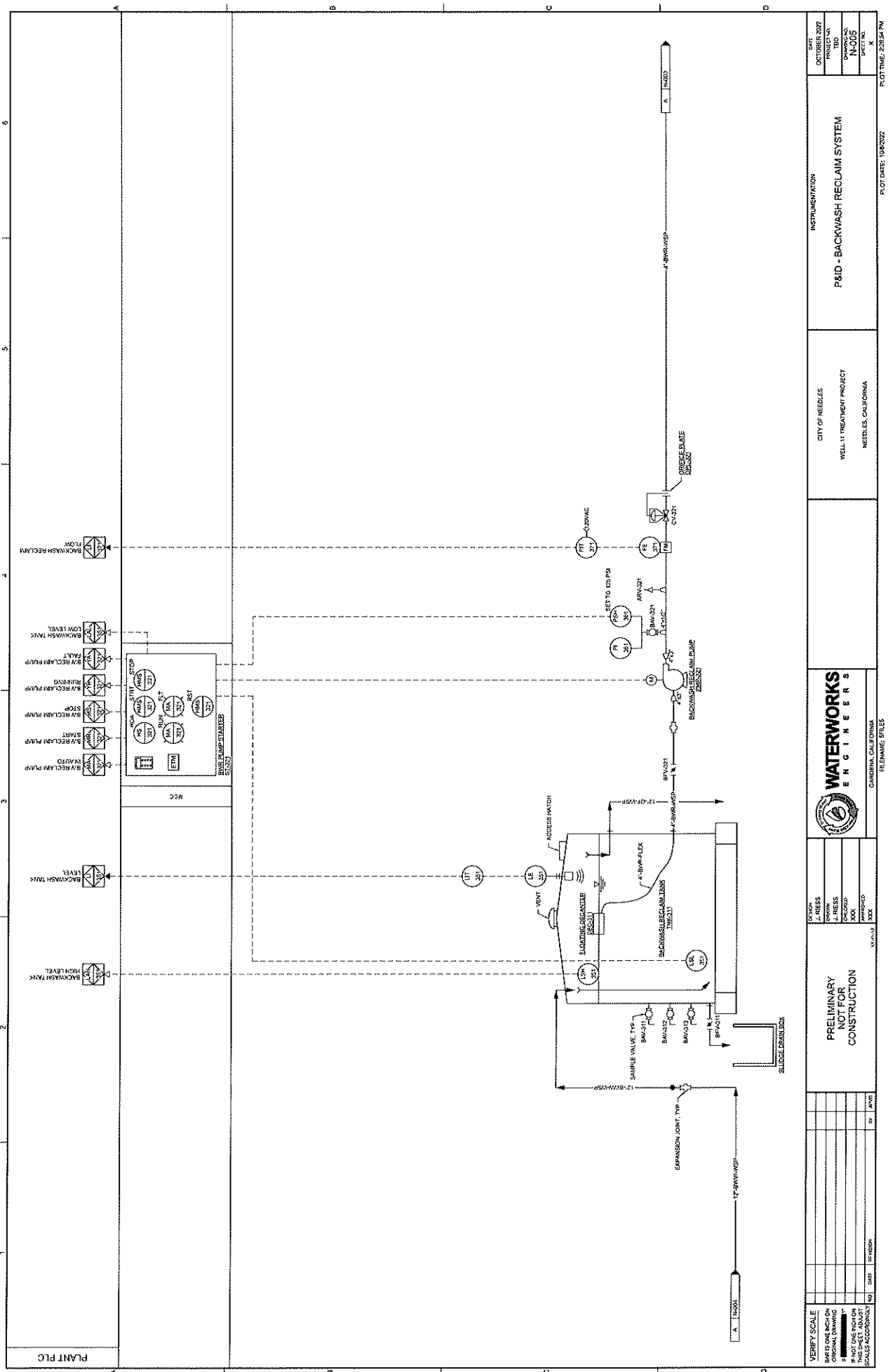
— EXISTING
 — PROPOSED (NEW)

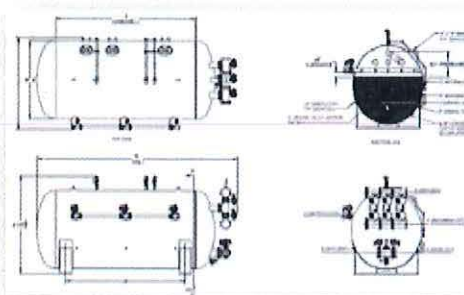


VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY				PRELIMINARY NOT FOR CONSTRUCTION		DESIGN J. RESS DRAWN J. RESS CHECKED XXX APPROVED XXX	 WATERWORKS ENGINEERS GARDENA, CALIFORNIA FILENAME: SP1ES	CITY OF NEEDLES WELL 11 TREATMENT PROJECT NEEDLES, CALIFORNIA	DEMOLITION DEMOLITION PLAN	DATE OCTOBER 2022 PROJECT NO. TBD DRAWING NO. D-001 SHEET NO. X
NO.	DATE	REVISION	BY	APVD	PLOT DATE: 10/7/2022 PLOT TIME: 5:48:55 AM					









DESIGN



DEVELOP



DELIVER

Proposal for Iron and Manganese Removal

Well 11

Needles, California

October 7, 2022

Loprest Contact

Randy Richey, Loprest Division President

Email: rrichey@wrt.net

Phone: 303-403-5487

Quote Number 22-033R2



Water Treatment Solutions Since 1928
loprest.com

901 W. 116th Ave., Suite 400 • Westminster, CO 80234 • 303-424-5355



Iron & Manganese Removal



PROCESS DESCRIPTION

Iron and manganese will be oxidized catalytically by the manganese oxide coating on the Manganese GreensandPlus media in the presence of a chlorine oxidant, filtered out by the anthracite and GreensandPlus media, and backwashed to waste.

GREENSAND+ MEDIA

- High filtration rate
- Longer runtimes
- Low waste volumes
- Limited chemical addition

About Loprest

LOPREST'S CAPABILITIES

- Design and manufacturing of treatment systems: 10 to 10,000 GPM
- Process design for the removal of numerous contaminants
- Pressure filters, ion exchange systems, activated carbon systems
- Controls design, manufacturing, and programming
- Onsite filter inspection, evaluation, and maintenance



EFFICIENT Energy- and water-efficient designs to meet client needs

ECONOMICAL Design choices such as multi-cell horizontal filters and stainless-steel underdrains reduce cost of ownership

PROVEN Thousands of treatment systems, over 90 years of experience

Complete System



Complete filtration system for iron and manganese removal:

- Filter Vessels and Media
- System Valving
- PLC based controls with Touchscreen OIT
- System commissioning

Can be added to any new or existing potable water system.

AUTOMATED BACKWASH

When one cell is in the backwash mode, the other cells will remain in filtration mode to provide treated water for backwashing. The filter cells will backwash sequentially.

WATER SCOUR

The pressurized Water Scour system is designed to maintain forward flow and enhance media cleaning without depressurizing the filter system.



Design Parameters



The iron and manganese removal system shall be specifically designed to remove the target contaminants from the groundwater supply. All components and media in contact with water are NSF-61 compliant for potable water consumption.

The treatment system shall be designed based on the following parameters:

INFLUENT WATER QUALITY

Total Iron	N/D	PPM
Total Manganese	0.083	PPM

SIZING

System Design Flow Rate (2750 GPM with decant return)	2,500	GPM
Number of Filters	1	
Number of Cells per Filter	4	
Filter Area per Filter	420	SQ FT
Hydraulic Loading Rate	6.55	GPM / SQ FT
Maximum Design Pressure	100	PSI
Anthracite Bed Depth	12	IN
GreensandPlus Bed Depth	18	IN
Estimated Service Cycle	>24	HRS
Backwash Flow Rate (@12 gpm/sf)	1,260	GPM
Water Scour Rate (included in backwash rate)	210	GPM
Waste Volume per Backwash @ minimum BW rate	55,352	GAL
Estimated Operating Weight per Filter	360,000	LBS

EFFLUENT WATER QUALITY

Total Iron	< 0.1	PPM
Total Manganese	< 0.05	PPM

Note: Design parameters can be modified to accommodate site-specific limitations.



Scope of Supply



Engineering	Engineering including submittals, calculations, seismic, and installation instructions
Equipment and Services	See separate scope of supply

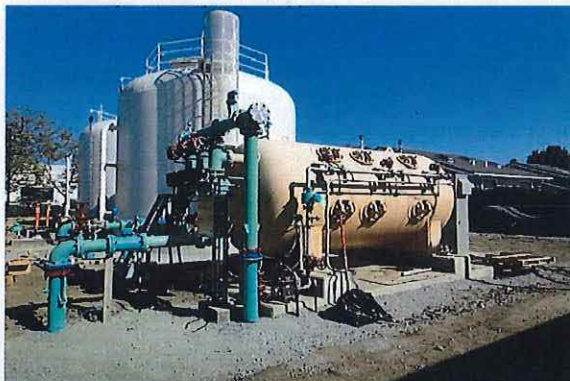


Standard Terms and Conditions

1. **Payment.** Unless otherwise agreed by the parties in writing, payment for all products purchased pursuant to this Agreement shall be made within 30 day of Seller's invoice. Any amount not paid as agreed shall be subject to an interest charge of 1% per month, compounded monthly. Buyer will be liable for all of Buyer's costs to collect amounts due under this agreement, including reasonable attorney's fees, whether or not any collection action is commenced.
2. **Limited Warranty.** Seller warrants the products sold to the Buyer to be free of defects in materials and workmanship for a period of one year after the products are delivered to Buyer. In the event of any such defect in the products during the warranty period, Seller will provide all parts and labor necessary to correct such defect.
3. **Disclaimer Of Implied Warranties; Limitation Of Remedies.** THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN SHALL BE THE PARTS AND LABOR AS PROVIDED IN THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF ANY WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.
4. **Waiver of and Indemnification for Claims.** BUYER HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH IT OR THIRD PARTIES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF THE BUYERS' USE OF THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT.
5. **Intellectual Property.** To the extent the products sold pursuant to this Agreement contain, reflect or consist of the Seller's intellectual property, the sale does not include a sale of such intellectual property or of a license to use such intellectual property beyond the use by the Buyer of the products sold.
6. **Assignment.** In the event that Buyer assigns its rights and obligations under this Agreement any assignment of its payment obligation will be ineffective and Seller will remain jointly and severally liable, with its assignee, to pay all amounts due pursuant to this Agreement.
7. **Non-Reliance on Written or Oral Statements.** Buyer has relied on its own investigation about the qualities and performance of the products purchased pursuant to this Agreement and has not relied upon the written or oral statements of Seller or its representatives in entering into this Agreement.
8. **Only Agreement.** This is the only Agreement between the Buyer and Seller relating to the products purchased pursuant to this Agreement, and no oral or other statements, not contained herein, shall be binding on either the Buyer or the Seller.
9. **Modification.** The terms of this Agreement may not be modified, except in a writing signed by the party to be bound.
10. **Non-Waiver; Severability.** Waiver by either party hereto of non-performance of any term, provision, covenant, obligation or condition of this Agreement shall not be considered a waiver of any subsequent nonperformance, nor as waiver of the term, provision, covenant, obligation or condition itself. If any provision of this Agreement is found to be prohibited, invalid or unenforceable, such finding will not invalidate or render unenforceable any remaining provisions of this Agreement.
11. **Arbitration.** Any disputes arising in any way in connection with this Agreement or the products sold by the Seller shall be resolved by binding arbitration under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 *et seq.*) (the "Act"). The parties agree that the District Court of Jefferson County, Colorado shall have jurisdiction over them for the purposes of applying the provisions of the Act. All arbitration proceedings shall take place within the greater metropolitan area of Denver, Colorado. Buyer will reimburse Seller for all attorney's fees incurred by Seller in any arbitration (for collection or otherwise) in which Seller prevails.
12. **Governing Law.** This Agreement and any disputes or claims arising from it shall be governed by and construed according to the laws of the State of Colorado.



Water Treatment Solutions Since 1928
loprest.com



Clean water. Clean earth. That's our promise.®

WRT is the parent company of Loprest. For more information about our services,
call 303.424.5355 or visit wrt.net.

Corporate Offices: 901 W. 116th Ave., Suite 400 • Westminster, CO 80234



October 7, 2022

Needles CA
Well 11
Scope of Supply
Loprest Quote 22-033R2

- 1 Each Filter Tank, 10' Diameter x 40' side shell, ASME Code 100 PSI, including:
 - Two saddles, center to center distance 417"
 - Anchor bolt pattern as shown on the drawings
 - Shipping Weight 40,000 lbs,
 - Shipping dimensions 45'10" L x 10'0" W x 11'-0" H
 - 4 Each 14" x 18" manways
 - 4 Each lifting lugs
 - 4 cell design, cell divider plates designed for 12 PSI differential
 - Interior S/B SSPC-SP10 and 1 coat Tnemec 22 16- 20 mls per coat, NSF 61/600
 - Exterior S/B SSPC-SP6 and prime 1 coat Tnemec 135, 4-5 mls, topcoat polyurethane 2-3 ml Tnemec 1075
 - Upper Headers, 4 total, side entry, 8" Sch 40 304 SS outside to two 8" full length headers inside with 20 each 2 and 9/16" diameter holes per header inside.
 - Surface wash headers, 4 total, 4" flanged 304 SS outside elbow down inside to 4" full length header with 14 each 1 1/2" half couplings welded in place.
 - Lower header, 12" flanged C/S Sch 40 outside, end connection to 12" Sch 10 304 SS inside, contains 80 total 2" couplings 304 SS for lateral connections
 - 8 total lateral support braces, 2 x 2 x 1/4" angle
 - 4 Each 2" diameter full couplings for air ventsABOVE FACTORY ASSEMBLED
 - Operating weight approximately 360,000 lbs
 - Concrete sub fill by Contractor required, approx. 610 CF
- 4 Lots Filter Underdrain Laterals, 2", 304L SS, wedge wire, slotted, drilled pipe design, 20 per lot
- 4 Lots Water Scour System, including:
 - 1 1/2" 304 SS laterals, 14 per lot
 - 304 SS spray nozzles, 4 per lateral, 56 total per lot
- 1 Lot Wafer Style Butterfly with Electric Actuators, Bray Series 30 and Series 71
 - 8 @ 10" on/off, 2 @ 12" on/off, 4 @ 4" on/off, 1 @ 12" mod,



- 1 Lot Filter media and support gravel, 50 lb bags, 3500 lb pallets, NSF 61 approved
 - 208 CF Filter gravel 1/8" x 1/4"
 - 108 CF Barrier sand 6/12
 - 668 CF Greensand Plus
 - 468 CF Anthracite No. 1, 0.60-0.80mm
- 4 Each Air vent valves with manual vent valves and piping to side of tank
- 1 Each Drain valve, 4" ball valve, to 12" blind flange (for tank far end)
- 1 Each Filter Face Piping, NSF 61 painted carbon steel spools and DI fittings, with B/N/G's (C/S plated)
 - 12" inlet header, approximately 30 ft long, with BF both ends
 - 10" inlet / backwash outlet piping, 4 places
 - 12" waste header with FM and mod BFV for FC, approximately 45 ft long
 - 12" outlet header with FM, approximately 10 ft long
 - 12" rinse header with valve and elbow to waste header
 - 4" water scour piping, inlet to pump from raw water header, outlet of pump up to water scour header running full length of tank.
 - Face Pipe is lined and primed, topcoat by Contractor
 - No pipe supports
 - Backwash Piping orifice plate
- 1 Lot Reclaim accessories including.
 - Reclaim Pump, 250 gpm @ 100 psi, Grundfoss CR series
 - Reclaim manual Valves per equipment list
 - Level Transmitter for backwash waste tank, tank by others
 - Floating suction strainer for backwash tank, 4"
 - reclaim flow meter, 4"
 - 1@4" Cla-Val with orifice plate and check feature FCV
 - two level switches
- 1 Lot Water Scour accessories including.
 - Water Scour Pump, 210 gpm @ 30 psi, Grundfoss CR series
 - water scour flow totalizer
 - Water Scour manual Valves per equipment list



- 1 Lot Chlorine Chemical Feed accessories including.
 - Dual Chem Feed Pump skid
 - Pulsatron Series E plus pumps (2)
 - Sodium hypochlorite tank with level transmitter, 500 gal

- 1 Lot Plant instrumentation including.
 - Raw and backwash water flowmeters, @ 12"
 - Differential Pressure Transmitter with 3 valve manifold
 - Free Chlorine Analyzer, Hach Cl 17sc
 - Effluent Turbidimeter sensor, Hach TU5300sc
 - Waste Turbidimeter sensor, Hach TU5300sc
 - Two Hach transmitters, Hach SC4500

- 1 Lot Plant Control System including.
 - Allen Bradley CompactLogix PLC and Automation Direct 15" HMI
 - Plant programming for Filter, Well and Chemical Feed operation, SCADA ready
 - Local Valve Relay Panel for Manual control of valves upon loss of PLC
 - UPS for 15-minute backup

- 1 Lot Field Services including.
 - Turnover and Concrete trips
 - Media Installation and Greensand Scrapping trips
 - Electrical check out
 - Rinse to Quality
 - Start Up and Operator Training
 - Electronic O&M

Regards,
Randy Richey, P.E.
President
Loprest Division of WRT

Equipment List

Needles - Well 11

Project Number: 22-033R

EQUIPMENT LIST
Flow Rate 2750 GPM
Iron/Manganese Filter

10/4/2022
Rev 1.0



Qty	Inventory ID	UOM	Part Description	Manufacturer	Manufacturer Part #	P&ID Tags	P&ID Tags2	P&ID Tags3	Drawing No	Function
1		EA	10FT DIAM X 40 FT SIDESHELL 4-CELL GREENSAND FILTER	LOPREST	10X40-4C	TNK	201	10x40	N-004	Greensand Filter
1		EA	BRAY SERIES 31 10IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311000-11010390, 700301-113DA536/K	BFV	211	10"	N-004	Cell 1 Inlet Valve
1		EA	BRAY SERIES 31 10IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311000-11010390, 700301-113DA536/K	BFV	221	10"	N-004	Cell 2 Inlet Valve
1		EA	BRAY SERIES 31 10IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311000-11010390, 700301-113DA536/K	BFV	231	10"	N-004	Cell 3 Inlet Valve
1		EA	BRAY SERIES 31 10IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311000-11010390, 700301-113DA536/K	BFV	241	10"	N-004	Cell 4 Inlet Valve
1		EA	BRAY SERIES 31 10IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311000-11010390, 700301-113DA536/K	BFV	212	10"	N-004	Cell 1 Backwash Effluent Valve
1		EA	BRAY SERIES 31 10IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311000-11010390, 700301-113DA536/K	BFV	222	10"	N-004	Cell 2 Backwash Effluent Valve
1		EA	BRAY SERIES 31 10IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311000-11010390, 700301-113DA536/K	BFV	232	10"	N-004	Cell 3 Backwash Effluent Valve
1		EA	BRAY SERIES 31 10IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311000-11010390, 700301-113DA536/K	BFV	242	10"	N-004	Cell 4 Backwash Effluent Valve
1		EA	BRAY SERIES 31 12IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311200-11010390, 700501-113DA536/K	BFV	201	12"	N-004	Filter Vessel Effluent Valve
1		EA	BRAY SERIES 31 12IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, MODULATING	BRAY	311200-11010390, 700501-113DA536/K	BFV	202	12"	N-004	Backwash Control Valve
1		EA	BRAY SERIES 31 12IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	311200-11010390, 700501-113DA536/K	BFV	203	12"	N-004	Rinse Valve
1		EA	BRAY SERIES 31 4IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	310400-11010390, 7000061-113DA536/K	BFV	213	4"	N-004	Cell 1 Surface Wash Valve
1		EA	BRAY SERIES 31 4IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	310400-11010390, 7000061-113DA536/K	BFV	223	4"	N-004	Cell 2 Surface Wash Valve
1		EA	BRAY SERIES 31 4IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	310400-11010390, 7000061-113DA536/K	BFV	233	4"	N-004	Cell 3 Surface Wash Valve
1		EA	BRAY SERIES 31 4IN BUTTERFLY VALVE WITH SERIES 70 ELECTRIC ACTUATOR, ON/OFF	BRAY	310400-11010390, 7000061-113DA536/K	BFV	243	4"	N-004	Cell 4 Surface Wash Valve
1	000819	EA	VALVE, AIR RELEASE, VACUUM, 1IN NPT, NYLON BODY:□	A.R.I.	1" D-040-P NYLON	ARV	211	1"	N-004	Cell 1 Air Release Valve
1	000819	EA	VALVE, AIR RELEASE, VACUUM, 1IN NPT, NYLON BODY:□	A.R.I.	1" D-040-P NYLON	ARV	221	1"	N-004	Cell 2 Air Release Valve
1	000819	EA	VALVE, AIR RELEASE, VACUUM, 1IN NPT, NYLON BODY:□	A.R.I.	1" D-040-P NYLON	ARV	231	1"	N-004	Cell 3 Air Release Valve
1	000819	EA	VALVE, AIR RELEASE, VACUUM, 1IN NPT, NYLON BODY:□	A.R.I.	1" D-040-P NYLON	ARV	241	1"	N-004	Cell 4 Air Release Valve
1	001736	EA	VALVE, BALL, 1IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER, □	CF VALVE	F11SRC1	BAV	211	1"	N-004	Cell 1 Air Release Vent Valve
1	001736	EA	VALVE, BALL, 1IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER, □	CF VALVE	F11SRC1	BAV	221	1"	N-004	Cell 2 Air Release Vent Valve
1	001736	EA	VALVE, BALL, 1IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER, □	CF VALVE	F11SRC1	BAV	231	1"	N-004	Cell 3 Air Release Vent Valve
1	001736	EA	VALVE, BALL, 1IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER, □	CF VALVE	F11SRC1	BAV	241	1"	N-004	Cell 4 Air Release Vent Valve
1	001761	EA	VALVE, BALL, 1.5IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	F11SRC1.50	BAV	212	1-1/2"	N-004	Cell 1 Air Release Vent Valve
1	001761	EA	VALVE, BALL, 1.5IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	F11SRC1.50	BAV	222	1-1/2"	N-004	Cell 2 Air Release Vent Valve
1	001761	EA	VALVE, BALL, 1.5IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	F11SRC1.50	BAV	232	1-1/2"	N-004	Cell 3 Air Release Vent Valve
1	001761	EA	VALVE, BALL, 1.5IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	F11SRC1.50	BAV	242	1-1/2"	N-004	Cell 4 Air Release Vent Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	14CFF11SCR.25	BAV	201	1/4"	N-004	Inlet Pressure Isolation Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	14CFF11SCR.25	BAV	202	1/4"	N-004	Sample Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	14CFF11SCR.25	BAV	203	1/4"	N-004	Effluent Pressure Isolation Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	14CFF11SCR.25	BAV	204	1/4"	N-004	Sample Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	14CFF11SCR.25	BAV	205	1/4"	N-004	Differential Pressure Isolation Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER:□	CF VALVES	14CFF11SCR.25	BAV	206	1/4"	N-004	Differential Pressure Isolation Valve

1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER	CF VALVES	14CFF11SCR.25	BAV	208	1/4"	N-004	Surface Wash Pressure Isolation Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER	CF VALVES	14CFF11SCR.25	BAV	511	1/4"	n-003	Analyzer Isolation Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER	CF VALVES	14CFF11SCR.25	BAV	521	1/4"	N-004	Analyzer Isolation Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER	CF VALVES	14CFF11SCR.25	BAV	522	1/4"	N-004	Analyzer Isolation Valve
1	001685	EA	VALVE, BALL, .25IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER	CF VALVES	14CFF11SCR.25	BAV	523	1/4"	N-004	Analyzer Isolation Valve
1		EA	VALVE, BALL, 4IN, FPT, 316SST DOUBLE BODY, PTFE SEAL, 2000PSI, LOCK LEVER	CF VALVES	4CFF12SCR.25	BAV	207	4"	N-004	Tank Drain Valve
1	000921	EA	VALVE, BUTTERFLY, 4IN LUGGED, CI BODY, CLASS 150, POLYESTER COATED BODY, FUSION NYLON COATED DISC, EPDM SEAT, 416SST STEM WITH LEVER	Bray	4" SERIES 31-119 W/ LEVER	BFV	204	4"	N-004	Surface Wash Inlet Isolation Valve
1	000921	EA	VALVE, BUTTERFLY, 4IN LUGGED, CI BODY, CLASS 150, POLYESTER COATED BODY, FUSION NYLON COATED DISC, EPDM SEAT, 416SST STEM WITH LEVER	Bray	4" SERIES 31-119 W/ LEVER	BFV	205	4"	N-004	Surface Wash Outlet Isolation Valve
1		EA	VALVE, CHECK, WAFER DUAL DISC, 12IN, 316 SST BODY, 316 SST DISC, BUNA N SEAT	VALMATIC	8812-S	CKV	201	12"	N-004	Rinse to Waste Check Valve
1	002360	EA	VALVE, CHECK, WAFER SWING, 4IN, 316 SST BODY, 316 SST DISC, EPDM SEAT, NSF 61	RITEPRO	V0415XEZNSF	CKV	202	4"	N-004	Surface Wash Check Valve
1		EA	TURBIDIMETER ANALYZER WITH SC4500 CONTROLLER	HACH	LXV445.99.5.1112/LXV525.99A11501	AE/AIT	581		N-004	Effluent Turbidimeter
1		EA	TURBIDIMETER ANALYZER WITH SC4500 CONTROLLER	HACH	LXV445.99.5.1112/LXV525.99A11501	AE/AIT	511		N-003	Backwash Reclaim Turbidimeter
1		EA	FREE CHLORINE ANALZER WITH SC4500 CONTROLLER	HACH	8572700/LXV525.99A11501	AE/AIT	582		N-004	Effluent Free Chlorine Analyzer
1	400316	EA	GAUGE, PRESSURE, 0 TO 160PSI, .25IN NPT BOTTOM MOUNT, 4.5IN FACE, PANEL MOUNT, SST CASE	WIKA	111.25DW LM 0-160	PI	261	1/4"	N-004	Inlet Pressure Gauge
1	400316	EA	GAUGE, PRESSURE, 0 TO 160PSI, .25IN NPT BOTTOM MOUNT, 4.5IN FACE, PANEL MOUNT, SST CASE	WIKA	111.25DW LM 0-160	PI	262	1/4"	N-004	Effluent Pressure Gauge
1	400316	EA	GAUGE, PRESSURE, 0 TO 160PSI, .25IN NPT BOTTOM MOUNT, 4.5IN FACE, PANEL MOUNT, SST CASE	WIKA	111.25DW LM 0-160	PI	263	1/4"	N-004	Surface Wash Pressure Gauge
1	400316	EA	GAUGE, PRESSURE, 0 TO 160PSI, .25IN NPT BOTTOM MOUNT, 4.5IN FACE, PANEL MOUNT, SST CASE	WIKA	111.25DW LM 0-160	PI	361	1/4"	N-005	Reclaim Pressure Gauge
1		EA	PN4224 - PRESSURE SENSOR WITH LED DISPLAY, PROGRAMMING BUTTONS, AC, 0-145 PSI, 0.25IN FNPT	IFM	PN4224	PSH	361		N-005	Reclaim Pressure Switch
1		EA	DIFFERENTIAL PRESSURE TRANSMITTER WITH 3-VALVE ASSEMBLY	ENDRESS + HAUSER	PMD55-AA21BD67GGFHAJA1A+N3	DPIT	261	1/4"	N-004	Differential Pressure Transmitter
1		EA	12IN PROMAG W400 ELECTROMAGNETIC FLOW METER WITH REMOTE TRANSMITTER AND GROUNDING RINGS	ENDRESS + HAUSER	5W4C3H-AAILHP1DHA1KGB	FE	261	12"	N-004	Backwash Waste Flow Meter
1	000279	EA	FLOW, ELEMENT, METER, 4IN FLANGED, CLASS 125, BRONZE MAIN CASE, 10 TO 1250GPM, THERMOPLASTIC ROTOTR, DIRECT MAGNETIC DRIVE, NO STRAINER, RECORD ALL ELECTRIC TRANSMITTER	Badger Metric Inc.	T-1000WRET	FQI	281	4"	N-004	Surface Wash Flow Indicator
1		EA	SURFACE WASH PUMP, 210 GPM @ 30 PSI	Grundfoss	CR Series	PMP	281	210 GPM	N-004	Surface Wash Pump
1		EA	ORIFICE PLATE, 12IN	CLAVAL	X52E	OPL	201	12"	N-004	Backwash Orifice Plate
1		EA	ULTRASONIC LEVEL TRANSMITTER	SIEMENS	HydroRanger 100	LIT	351		N-005	Backwash Reclaim Tank Level Sensor
1		EA	SWITCH, LEVEL, CABLE SUSPENDED FLOAT, HIGH LEVEL SWITCH	ARI	KA-1H15	LSH	351		N-005	Backwash Reclaim Tank Level Switch High
1		EA	SWITCH, LEVEL, CABLE SUSPENDED FLOAT, HIGH LEVEL SWITCH	ARI	KA-1H15	LSL	351		N-005	Backwash Reclaim Tank Level Switch Low
1		EA	FLOATING SUCTION STRAINER, 4IN, WITH FLOATING HOSE	MEGATOR	DS-4	DEC	311	4"	N-005	Floating Suction Strainer
1		EA	RECLAIM PUMP, 250 GPM @ 100 PSI	Grundfoss	CR Series	PMP	321	250 GPM	N-005	Backwash Reclaim Pump
1		EA	4IN PROMAG W400 ELECTROMAGNETIC FLOW METER WITH REMOTE TRANSMITTER AND GROUNDING RINGS	ENDRESS + HAUSER	5W4C1H-AAILHP1DUA1KHB	FE	371	4"	N-005	Backwash Reclaim Flow Meter
1		EA	4IN CLAVAL FLOW CONTROL VALVE WITH ORIFICE PLATE	CLAVAL	640-01BDY	CV	321	4"	N-005	Backwash Reclaim Flow Control Valve
1		EA	0.5IN BALL VALVE, CPVC			BAV	321	1/2"	N-005	Reclaim Pressure Gauge Valve
1		EA	CHEMICAL FEED TANK	POLYPROCESSING	1000540	TNK	401			Sodium Hypochlorite Tank
1		EA	CHEMICAL FEED PUMP SKID	PULSAFEEDER	PES2L-P-5PVCV-VENT	SKD	411			Sodium Hypochlorite Pump Skid
1		EA	CHEMICAL PUMP	PULSAFEEDER	LPH6MA-VVB3-520	PMP	411			Sodium Hypochlorite Pump 1
1		EA	CHEMICAL PUMP	PULSAFEEDER	LPH6MA-VVB3-520	PMP	421			Sodium Hypochlorite Pump 2
1		EA	1IN BALL VALVE, CPVC			BAV	401	1"		Sodium Hypochlorite Tank Feed Valve
1		EA	1IN BALL VALVE, CPVC			BAV	402	1"		Sodium Hypochlorite Tank Effluent Valve
1		EA	0.5IN BALL VALVE, CPVC			BAV	403	1/2"		Sodium Hypochlorite Pump System Valve
1		EA	0.5IN BALL VALVE, CPVC			BAV	404	1/2"		Sodium Hypochlorite Pump System Valve
1		EA	0.5IN BALL VALVE, CPVC			BAV	405	1/2"		Sodium Hypochlorite Pump System Valve
1		EA	0.5IN BALL VALVE, CPVC			BAV	406	1/2"		Sodium Hypochlorite Pump System Valve
1		EA	0.5IN BALL VALVE, CPVC			BAV	407	1/2"		Sodium Hypochlorite Pump System Valve
1		EA	0.5IN BALL VALVE, CPVC			BAV	408	1/2"		Sodium Hypochlorite Pump System Valve

EXHIBIT “C” PROPOSAL

)

City of Needles Well 11 Treatment Plant Upgrade Project

Schedule of Values

Pacific Hydrotech and Water Works Engineers

October 12, 2022



Phase 6A, Bid Item 1 - Well 11 Treatment Plant

Item	Item Description	Unit of Measure	Quantity	Price
1-1	<u>Engineering and Services During Construction</u>	LS	1	
1-1.1	Project Management	LS	1	\$30,000
1-1.2	Field Investigations	LS	1	\$35,000
1-1.3	60% Design Submittal	LS	1	\$74,000
1-1.4	90% Design Submittal	LS	1	\$63,000
1-1.5	100% Design Submittal	LS	1	\$46,000
1-1.6	Engineering Services During Construction	LS	1	\$65,000
1-1.7	Project Startup and Closeout	LS	1	\$56,000
Subtotal Item 1-1				\$369,000
1-2	<u>Construction</u>			
1-2.1	Mobilization, Project Management, Demobilization	LS	1	\$491,000
1-2.2	Payment and Performance Bonds and Insurance	LS	1	\$95,000
1-2.3	Survey	LS	1	\$20,000
1-2.4	Demolition	LS	1	\$150,000
1-2.5	Furnish and Install Treatment System	LS	1	\$1,950,000
1-2.6	Well Piping Modifications	LS	1	\$150,000
1-2.7	Yard Piping	LS	1	\$520,000
1-2.8	Backwash Tank	LS	1	\$310,000
1-2.9	Sitework	LS	1	\$210,600
1-2.10	Chemical Treatment System	LS	1	\$130,000
1-2.11	Electrical and Instrumentation	LS	1	\$380,000
1-2.12	Start up and Testing	LS	1	\$40,000
Subtotal Item 1-2				\$4,446,600
Total Bid Item 1				\$4,815,600

Phase 6A, Bid Item 2 - Well 11 Backup Generator

Item	Item Description	Unit of Measure	Quantity	Price
2-1	<u>Engineering and Services During Construction</u>	LS	1	
2-1.1	Project Management	LS	1	\$6,000
2-1.2	Field Investigations	LS	1	\$6,000
2-1.3	60% Design Submittal	LS	1	\$13,000
2-1.4	90% Design Submittal	LS	1	\$11,500
2-1.5	100% Design Submittal	LS	1	\$8,000
2-1.6	Engineering Services During Construction	LS	1	\$12,000
2-1.7	Project Startup and Closeout	LS	1	\$10,000
Subtotal Item 2-1				\$66,500
2-2	<u>Construction</u>			
2-2.1	Mobilization, Project Management, Demobilization	LS	1	\$50,000
2-2.2	Payment and Performance Bonds and Insurance	LS	1	\$10,000
2-2.3	Survey	LS	1	\$2,500
2-2.4	Electrical and Instrumentation	LS	1	\$60,000
2-2.5	Generator Concrete Pad	LS	1	\$28,000
2-2.6	Furnish and Install Generator	LS	1	\$721,000
2-2.7	Start up and Testing	LS	1	\$5,800
Subtotal Item 2-1				\$877,300
Total Bid Item 2				\$943,800

Total Bid Items 1 and 2 \$5,759,400

EXHIBIT “D” BUDGET
(Forthcoming)

EXHIBIT “E” SCHEDULE
(Forthcoming)

EXHIBIT “F” PERFORMANCE BOND
(Forthcoming)

EXHIBIT “G” PAYMENT BOND
(Forthcoming)



Request for Board Action City of Needles, California

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

Meeting Date: October 25, 2022

Title: Accept Change Order #1 to the Public Works Agreement with Cora Constructors, Inc. for the Lillyhill Water Booster Pump Station project and award of Bid Alternate No. 2 resulting in an increase to the contract in the amount of \$12,869.75 for a new total contract amount of \$2,099,644.75.

Background: On May 24, 2022, Cora Construction was awarded the Base Bid for the Lillyhill Water Booster Pump Station project for a total contract amount of \$2,086,775.00.

During the recent submittal process for materials and equipment, the following changes to certain bid items were identified and result in a net increase to the contract price:

Door Panic Bar & Lock	\$ 1,394.75
Replace ¾" Rock w/Road Base	(\$ 405.00)
Bid Alternate No. 2 – Add 'I Chain link fence	\$11,880.00
Net Change (Increase)	\$12,869.75

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.

Change Order #1 for a total of \$12,869.75 is reimbursable from the contingency funds and results in a new total contract amount of \$2,099,644.75.

SM Sylvia Miledi

Recommendation: Accept Change Order #1 to the Public Works Agreement with Cora Constructors, Inc. for the Lillyhill Water Booster Pump Station project and award of Bid Alternate No. 2 resulting in an increase to the contract in the amount of \$12,869.75 for a new total contract amount of \$2,099,644.75; and authorize staff to execute said Change Order.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: Raasch

Date: 10/14

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

AGENDA ITEM: 6

CITY OF NEEDLES
CHANGE ORDER

PROJECT: Lillyhill Water Booster Pump Station

ORDER NO: 1

OWNER: City of Needles

CONTRACTOR: Cora Constructors, Inc.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

Description of Changes	Decrease Contract Price	Increase Contract Price
1) Door Panic Bar & Lock		\$1394.75
2) Replace ¾" Rock w/Road Base	(\$405.00)	
3) Additional Fencing (Bid Alternate 2)		\$11,880.00

JUSTIFICATION:

- 1) Door Panic Bar & Lock – During the submittal review process, it was found that some of the door hardware components were outdated and in conflict with each other. It was recommended at the project meeting of 6/16/2022 to change materials listed in the specifications to Mortis panic bar and lock.

This item shall be compensation in full for material, labor and markup for the revised hardware approved in the meeting. Attached is a copy of the costs submitted by the contractor.

Material	\$1394.75
----------	-----------

- 2) Road Base Replacement of $\frac{3}{4}$ " Rock

During the submittal review process, it was suggested to replace the ¾" rock for the maintenance driveway to a road base material. Attached is a copy of the costs submitted by the contractor.

Material	(\$405.00)
----------	------------

- 3) Additional Fencing (Bid Alternate 2) - Replace deteriorating fence not included in base bid.

Original Contract Price	\$2,086,775.00
-------------------------	----------------

Previous Change Order(s) Amount	\$0.00
---------------------------------	--------

Original Contract Price plus previous Change Orders	\$2,086,775.00
---	----------------

Contract Price Due This Change Order	\$12,869.75
--------------------------------------	-------------

New Contract Price	\$2,099,644.75
--------------------	----------------

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
N/A	N/A	240

APPROVALS REQUIRED

Requested by: _____
Signature (Project Manager)

Date: _____

Contractor Acceptance: _____
Signature (Contractor)

Date: _____

Approved by: _____
Signature (City Manager)

Date: _____
CC meeting

CHANGEORDER



Request for Board Action City of Needles, California

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

Meeting Date: October 25, 2022

Title: Accept **Change Order #1** to the Public Works Agreement with **Cora Constructors, Inc.** for the "L" Street Water Booster Pump Station project resulting in an increase to the contract of \$18,561.75 for a new total contract amount of \$857,256.75.

Background: On August 30, 2022, Cora Construction was awarded the Base Bid for the "L" Street Water Booster Pump Station project for a total contract amount of \$838,695.00.

During the recent submittal process for materials and equipment, the following changes to certain bid items were identified and result in an increase to the contract price:

Door Panic Bar & Lock	\$ 1,394.75
Multi Speed Exhaust Fan	\$ 7,406.12
Upsize Check Valve w/Dashpot (4" to 6")	\$ 9,760.88
Total Increase	\$18,561.75

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 "L" Street Booster Station is identified as Phase 3 of the total project in the amount of \$838,695 with a \$91,000 allowable contingency.

Change Order #1 for a total of \$18,561.75 is reimbursable from the contingency funds and results in a new total contract amount of \$857,256.75.

 Sylvia Miledi

Recommendation: Accept **Change Order #1** to the Public Works Agreement with **Cora Constructors, Inc.** for the "L" Street Water Booster Pump Station project resulting in an increase to the contract of \$18,561.75 for a new total contract amount of \$857,256.75; and authorize staff to execute said Change Order.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: 

Date: 

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 7

CITY OF NEEDLES CHANGE ORDER

PROJECT: "L" Street Water Booster Pump Station

ORDER NO: 1

OWNER: City of Needles

CONTRACTOR: Cora Constructors, Inc.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

<u>Description of Changes</u>	<u>Decrease Contract Price</u>	<u>Increase Contract Price</u>
1) Door Panic Bar & Lock		\$1,394.75
2) Multi Speed Exhaust Fan		\$7,406.12
3) Upsize to 6" Check Valve w/Dashpot		\$9,760.88

JUSTIFICATION:

- 1) Door Panic Bar & Lock – During the submittal review process, it was found that some of the door hardware components were outdated and in conflict with each other. It was recommended at the project meeting of 6/16/2022 to change materials listed in the specifications to Mortis panic bar and lock.

This item shall be compensation in full for material, labor and markup for the revised hardware approved in the meeting. Attached is a copy of the costs submitted by the contractor.

Material \$1,394.75

- 2) Exhaust Fan

During the submittal review process, it was determined that the exhaust fan for the pump station had not been sized and that the overall operation of the pump station would be best served by a multi-speed fan.

This item shall be compensation in full for the material cost to provide the exhaust fan per the direction provided in RFI 03. Attached is a copy of the costs submitted by the contractor and original RFI.

Material \$7,406.12

- 3) Upsize to 6" Check Valve w/ Dashpot

During the submittal review process, the pipe fittings supplier indicated that they do not make a 4-inch check valve with a dashpot. It was determined by the Engineer that a 6-inch check valve with a dashpot should be used in place of the 4".

This item shall be compensation in full for material, labor and markup for the upsized valve. Attached is a copy of the costs submitted by the contractor and a breakdown of this item is listed below:

6" Check Valve w/ dashpot	\$12,930.00
4" Check Valve Credit	(\$3,169.12)
Total	\$ 9,760.88

Original Contract Price	\$ 838,695.00
Previous Change Order(s) Amount	\$0.00
Original Contract Price plus previous Change Orders	\$ 838,695.00
Contract Price Due To This Change Order	\$ 18,561.75
New Contract Price	\$ 857,256.75

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
N/A	N/A	240

APPROVALS REQUIRED

Requested by:

Signature (Project Manager)

Date: _____

Contractor Acceptance:

Signature (Contractor)

Date: _____

Approved by:

Signature (City Manager)

Date: _____
CC meeting

CHANGEORDER

L Street Booster Pump Stations

Description of Extra Work:

**Cora Constructors Inc.
Daily Extra Work or Disputed Work Sheet**

75140 St. Charles Pl, Suite A

Palm Desert, CA 92211

Ph: (760) 674-3201

Fax: (760) 674-3202

Door hardware revisions and related costs for L Street buildings

Date of Extra Work:

EQUIPMENT

	<u>Units</u>	<u>Qty</u>	<u>Rate</u>	<u>Cost</u>
Mini Excavator Cat 304	HR	0	26.42	0.00
				0.00
Service Truck	HR	0	28.17	0.00
Lodging (Crew)	HR	0	10.16	0.00
Lodging (Super)	HR	0	20.24	0.00
Connex Daily Rent	Day	0	3.35	0.00
Porta John Daily Rent	Day	0	3.66	0.00

TOTAL EQUIPMENT**\$0.00****MATERIALS**

	<u>Units</u>	<u>Qty</u>	<u>Rate</u>	<u>Cost</u>
Accurate Door	Lot	1	1,125.00	1,125.00
	Lot	0	0.00	0.00

TOTAL MATERIALS**\$1,125.00****SUBCONTRACTORS**

	<u>Units</u>	<u>Qty</u>	<u>Rate</u>	<u>Cost</u>
		0	0.00	0.00
		0	0.00	0.00

TOTAL SUBCONTRACTORS**\$0.00**

Project Name:

LABOR COSTS

<u>Labor Code</u>	<u>Hrs</u>	<u>Rate</u>	<u>Cost</u>
L4	0	79.11	0.00
CF	0	88.40	0.00
O8	0	100.82	0.00
L5	0	79.58	0.00
PM	0	150.00	0.00
	0		

LABOR ACTIVITIES

	0		
	0		
	0		
	0		
	0		
	0		

TOTAL LABOR**\$0.00**

Equipment \$0.00
 Plus Markup @15% \$0.00
 TOTAL Equipment \$0.00

Materials \$1,125.00
 Plus Sales Tax \$87.19
 Plus Markup @ 15% \$168.75
 TOTAL Materials \$1,380.94

Subcontractors \$0.00

Plus Markup @ 5% \$0.00
 TOTAL Subcontractors \$0.00

Labor \$0.00
 Plus Markup @ 15% \$0.00
 TOTAL Labor \$0.00
 Subtotal \$1,380.94
 Bond 1.0% \$13.81
TOTAL DUE THIS SHEET \$1,394.75

Project Owner Representative

Cora Constructors Inc. Representative

Date:

By signing this form, owner's representative is verifying only that expenditures were made, not agreeing that this is extra work



FERGUSON WATERWORKS #1083
11909 TECH CENTER COURT
POWAY, CA 92064-7139

Phone: 858-391-3700
Fax: 858-391-5958

Deliver To: .
From: 0
Comments:

19:38:06 JUN 30 2022

Page 1 of 1

FERGUSON WATERWORKS #1083

Price Quotation
Phone: 858-391-3700
Fax: 858-391-5958

Bid No: B431136
Bid Date: 06/30/22
Quoted By: DNB

Cust Phone: 760-674-3201
Terms: NET 10TH PROX

Customer: CORA CONSTRUCTORS INC
75140 ST CHARLES PLACE STE A
414 - LILLYHILL AND L ST
PALM DESERT, CA 92211

Ship To: CORA CONSTRUCTORS INC
1403 LILY HILL DRIVE
414 - LILLYHILL AND L ST WATER
NEEDLES, CA 92363

Cust PO#: 6" TD CHK VLV

Job Name: 414 - LILLYHILL AND L ST

Item	Description	Quantity	Net Price	UM	Total
SP-V9806BXP TDCVDPU	6" 9806BXP TD CHK VLV W/BTM DASHPOT	1	12000.000	EA	12000.00

Net Total: \$12000.00
Tax: \$930.00
Freight: \$0.00
Total: \$12930.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1083&on=30944>



FERGUSON WATERWORKS #1083
11909 TECH CENTER COURT
POWAY, CA 92064-7139

Phone: 858-391-3700
Fax: 858-391-5958

Deliver To: .
From: 0
Comments:

17:51:19 JUL 05 2022

Page 1 of 1

FERGUSON WATERWORKS #1083

Price Quotation

Phone: 858-391-3700
Fax: 858-391-5958

Bid No: B431135
Bid Date: 06/30/22
Quoted By: DNB

Cust Phone: 760-674-3201
Terms: NET 10TH PROX

Customer: CORA CONSTRUCTORS INC
75140 ST CHARLES PLACE STE A
414 - LILLYHILL AND L ST
PALM DESERT, CA 92211

Ship To: CORA CONSTRUCTORS INC
1403 LILY HILL DRIVE
414 - LILLYHILL AND L ST WATER
NEEDLES, CA 92363

Cust PO#: 4" TD CHK VLV

Job Name: 414 - LILLYHILL AND L ST

Item	Description	Quantity	Net Price	UM	Total
SP-V9806BXP TDCVDP4	4" 9806BXP TD CHK VLV	1	2941.180	EA	2941.18

Net Total: \$2941.18
Tax: \$227.94
Freight: \$0.00
Total: \$3169.12

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1083&on=30944>

L Street Booster Pump Stations

Description of Extra Work:

**Cora Constructors Inc.
Daily Extra Work or Disputed Work Sheet**

75140 St. Charles Pl, Suite A

Palm Desert, CA 92211

Ph: (760) 674-3201

Fax: (760) 674-3202

L Street Vent Fan

Date of Extra Work:

EQUIPMENT

	<u>Units</u>	<u>Qty</u>	<u>Rate</u>	<u>Cost</u>
Mini Excavator Cat 304	HR	0	26.42	0.00
				0.00
Service Truck	HR	0	28.17	0.00
Lodging (Crew)	HR	0	10.16	0.00
Lodging (Super)	HR	0	20.24	0.00
Connex Daily Rent	Day	0	3.35	0.00
Porta John Daily Rent	Day	0	3.66	0.00

TOTAL EQUIPMENT **\$0.00****MATERIALS**

	<u>Units</u>	<u>Qty</u>	<u>Rate</u>	<u>Cost</u>
Vent Fan (L Street)	Lot	1	5,973.76	5,973.76
	Lot	0	0.00	0.00

TOTAL MATERIALS **\$5,973.76****SUBCONTRACTORS**

	<u>Units</u>	<u>Qty</u>	<u>Rate</u>	<u>Cost</u>
		0	0.00	0.00
		0	0.00	0.00

TOTAL SUBCONTRACTORS **\$0.00**

Project Name:

LABOR COSTS

	<u>Labor Code</u>	<u>Hrs</u>	<u>Rate</u>	<u>Cost</u>
	L4	0	79.11	0.00
	CF	0	88.40	0.00
	O8	0	100.82	0.00
	L5	0	79.58	0.00
	PM	0	150.00	0.00
		0		

LABOR ACTIVITIES

		0		
		0		
		0		
		0		
		0		
		0		

TOTAL LABOR **\$0.00**

Equipment \$0.00
 Plus Markup @15% \$0.00
 TOTAL Equipment \$0.00

Materials \$5,973.76
 Plus Sales Tax \$462.97
 Plus Markup @ 15% \$896.06
 TOTAL Materials \$7,332.79

Subcontractors \$0.00

Plus Markup @ 5% \$0.00
 TOTAL Subcontractors \$0.00

Labor \$0.00
 Plus Markup @ 15% \$0.00
 TOTAL Labor \$0.00

Subtotal \$7,332.79

Bond 1.0% \$73.33

TOTAL DUE THIS SHEET **\$7,406.12**

Project Owner Representative

Cora Constructors Inc. Representative

Date:

By signing this form, owner's representative is verifying only that expenditures were made, not agreeing that this is extra work

Project: Lillyhill and L Street Water Booster Pump Stations ALT – 06-14-2022

To:
Bonnie Gordon
Allison Mechanical

From:
Don K
NORMAN S WRIGHT CLIMATEC

Greenheck is pleased to offer for your consideration the following proposal:

Summary

Qty: (1) Model CUE-VG direct drive roof mounted upblast exhaust fan with Vari-Green EC motor, Nema-1 disconnect switch, Hi Pro Polyester severe duty coating, birdscreen, factory Galvanized steel wall bracket & gravity BDD. **(MK-1)**

Qty: (1) Model EAD-635 adjustable extruded aluminum construction louver, 6" frame depth, 35° blade, birdscreen, Hi Polyester severe duty coating and mounting clip angles.

Total: \$ 6,662.97
Coating Deduct: < -689.21 >

Lead time: 4-6 Weeks ARO + Freight travel time

Terms: Standard Terms & Conditions of Sale apply. Sales tax is the responsibility of the buyer, unless tax exempt certificate is provided. Payment terms are Net - 30 Days, subject to credit approval. Please see attached for standard terms and conditions.

Acceptance of Proposal and Terms of Sale

Signature: _____

Date: _____

PRICES AS QUOTED VALID FOR 30 DAYS

Prices are subject to change due to a change in product selection, product mix, or price increases.
Standard terms and conditions apply to all orders.

California Proposition 65

WARNING

This product can expose you to chemicals including cadmium used in the processing of corrosion resistant metal and fasteners, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information visit www.P65Warnings.ca.gov

Model: EAD-635

Mark : EAD

PRODUCT DETAILS

Frame: 6 in. x 0.081 in. Frame Thickness
Frame Type: Channel
Blades: 0.081 in. Adjustable Blade Thickness
Material: Aluminum
Sizing: 1/4 Inch Under
Blade Seal: Yes
Jamb Seal: Yes
Axle Bearings: Synthetic
Axle Material: Steel
Shape: Rectangular
Construction: Mechanically Fastened

OPTIONS & ACCESSORIES

Finish: Painted
Finish Performance: AAMA 2604
Coating Type: Hi-Pro Polyester
Color: Concrete Gray-RAL 7023
Bird Screen: 0.75 in. x 0.05 in., Flat Expanded Aluminum, Internal, Mill Finish
Mounting: Clip Angles
Union Label: No Preference
Warranty: 1 year Standard Product Warranty
N/A Finish Warranty

Summary

ID #	TAG	QTY	W (in.)	H (in.)	FREE AREA (ft2)	FREE AREA (%)	DRIVE ARR.	ACTUATOR MODEL	SECT. WIDE	SECT. HIGH	SECT. SHIP	ACT./SHIP SECT.
1-1		1	36	48	6.41	53.5	11-1CITL-0	None	1	1	1	0

Total Louver Qty: 1 Total Weight (lb): 49 Louver Area (ft2): 12

Total Ship Sect.: 1

**Weight shown is an estimate only based on the default base product configuration without options or accessories.

Larger openings may require field assembly of multiple louver panels to make up the overall opening size. Individual louver panels are designed to withstand windloads up to a maximum of 25 PSF (size and configuration dependent). Design, materials and installation of structural reinforcement required to adequately support large sections or multiple section assemblies within a large opening are not provided by Greenheck. Unless specifically indicated, the following are NOT included in the quote provided: structural steel, installation hardware (anchors, angle clips, continuous angles, shims, fasteners, inserts, backer rod and sealant), field measuring and/or installation, miscellaneous flashing, trim or enclosures, blank off panels, mullion covers or mullion hardware, hinged frames or removable subframes, custom bird/insect screen, 3-coat, metallic and/or exotic paint finishes, bituminous paints for unlike metals, any applicable taxes, stamped and sealed structural calculations seismic calculations or job specific engineered submittal drawings.

Direct Drive Upblast Centrifugal Wall Exhaust Fan

Model: CUE-160-VG

Mark: MK-1 (ALT)

Quantity: 1

Volume: 3,351 CFM
Total External SP 1.974 in. wg
FRPM: 1725 RPM
Motor Power: 2 hp
Voltage: 230
Phase: 1
Cycles: 60 Cycle

Product Summary

Fan Model: CUE-160-VG

Base - CUE Fan

Motor - High Efficiency Brushless DC - 2 hp , TEFC, 230/60/1, 1725 rpm - Factory Mounted

Motor and Drive Accessories

Motor - Vari-Green EC motor

Control - Dial for balancing

Accessories

Larger Curb Cap Size - 26 Square

Sidewall Mounting - Fan Configured for Wall-Mounted Applications

Wall Bracket will be Mounted to the Wall

UL/cUL 705 Listed - "Power Ventilators"

Switch, NEMA-1, Toggle, Shipped with Unit

Junction Box Mounted & Wired

Wall Bracket - Galvanized, Under Sized 0.5 in. (Shipped Loose) (PN 916829), Coated

Project: Lillyhill and L Street Water Booster Pump

Page 2 of 4

Quote Date: 6-13-2022

Stations

Created in CAPS: 4.38.1089

Damper Shipped Loose, WD-330-PB-16X16, Gravity Operated, Coated
Coated with Hi-Pro Polyester, Concrete Gray-RAL 7023, Fan And Attached Acc
Birdscreen: Aluminum, nom. 86% Free Area
Unit Warranty: 1 Yr (Standard)



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: October 25, 2022

Title: Resolution No. 2022-72 authorizing the City Manager or his designee, the Community Services Manager, to purchase one (1) 18-Passenger Transit Vehicle for use by the Needles Area Transit

Background: \$150,000 has been budgeted in the 2022-2023 fiscal year for the purchase of a new NAT bus, funding which will come from State Transit Assistance (STA) Capital through the San Bernardino County Transportation Authority (SBCTA). This resolution will allow the city to purchase through the California Association for Coordinated Transportation (CalACT)/ Morongo Basin Transit Authority (MBTA) Vehicle Purchasing Cooperative which reduces the cost and saves staff time in going through a formal bidding process (the Cooperative has already done it).

In accordance with the California Air Resource Board Innovative Clean Transportation regulations, as of January 2026, the City will have to begin converting 25% of all new bus purchases to zero emissions (ZE) with 100% of all new bus purchases being ZE beginning January 2029. 100% of the fleet must be ZE by January 2040. Staff is working with SBCTA on compliance and conversion of transit buses and required infrastructure to meet the state deadlines.

Fiscal Impact: \$150,000 has been budgeted in line item #525-4770-461.72-15 and will be reimbursed by SBCTA after the purchase is complete *sm*

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2022-72 authorizing the City Manager or his designee, the Community Services Manager, to purchase one (1) 18-Passenger Transit Vehicles for use by the Needles Area Transit.

Submitted By: Chery Sallis, Community Services Manager

City Management Review:

Rice

Date:

10/18/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 8

RESOLUTION NO. 2022-72

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, AUTHORIZING THE
CITY MANAGER OR HIS DESIGNEE, THE COMMUNITY
SERVICES MANAGER, TO PURCHASE ONE (1)
18-PASSENGER TRANSIT VEHICLE FOR USE BY
THE NEEDLES AREA TRANSIT

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, does hereby authorize the California Association for Coordinated Transportation (CalACT)/Morongo Basin Transit Authority (MBTA) Vehicle Purchasing Cooperative to purchase one (1) 18-passenger transit vehicle for and on behalf of the City of Needles, and that Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Community Services Manager, are hereby authorized and directed to sign and deliver all necessary requests and documents in connection therewith for and on behalf of the City of Needles. The total price of the one 18-passenger transit vehicle for use by the Needles Area Transit shall not exceed \$150,000.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 25th day of October, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney



Requested Action City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: October 25, 2022

Title: Accept TKE Engineer's proposal to provide Professional Engineering Services for the design of Phase IV Street Improvements and Water Service Replacement Project in the amount not to exceed \$42,000.

Background: On Oct. 2, 2019, the City adopted a Pavement Management Plan (PMP) prepared by Epic Engineering who performed a pavement condition evaluation of all City-maintained roadways. The PMP included recommended asphalt treatments to each roadway and prioritized streets for repair based on a comprehensive scoring system.

Phase III Street Improvements are currently under construction and Phase IV Streets have been identified for design and construction this FY.

Phase IV design will include the following street segments for Paving and other Slurry work.

Phase 4A:

Desoto Street – Parkway Street to Balboa Ave
Carty Way – El Monte Street to Coronado Ave
Carty Place – Carty Way to Cul-de-sac
Carty Circle – Carty Way to Cul-de-sac
El Monte Street – Parkway Street to Coronado Ave

Phase 4B:

I Street – Third Street to W. Broadway Ave
H Street – Third Street to W. Broadway Ave
G Street – Third Street to W. Broadway Ave
Crestview Drive – South of third Street
F Street – Third Street to W. Broadway
F Street – Third Street to Army Road

Fiscal Impact: A total not to exceed \$42,000 to provide engineering services to complete the design and contract documents for the project; being funded by Public Works Streets Improvements balance of \$878,638.44. sm Sylvia Miledi

Recommendation: Accept TKE Engineer's proposal to provide Professional Engineering Services for the design of the Phase IV Street Improvements and Water Service Replacement project in the amount not to exceed \$42,000 and authorize staff to execute a new task between City & TKE Engineer's for said work.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: Rick

Date: 10/19/22

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

Agenda No. 9



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

September 7, 2022

Ms. Tammy Ellmore
Engineering Tech II
City of Needles
817 Third Street
Needles CA 92363

Subject: Proposal to Provide Professional Engineering Services for the Design of the Phase IV Street Improvements and Water Service Replacement Project

Dear Ms. Ellmore:

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

Phase 4 A (2" Grind and Overlay with Petromat)

- Desoto Street – Parkway Street to Balboa Avenue
- Carty Way – El Monte Street to Coronado Avenue
- Carty Place – Carty Way to Cul-de-sac
- Carty Circle - Carty Way to Cul-de-sac
- El Monte Street – Parkway Street to Coronado Avenue

Phase 4 B (2" Grind and Overlay with Petromat, **unless otherwise noted*)

- I Street - Third Street to W. Broadway Avenue **4" Grind and Pave*
- H Street – Third Street to W. Broadway Avenue
- G Street – Third Street to W. Broadway Avenue
- Crestview Drive – South of Third Street
- F Street – Third Street to West Broadway Avenue **Crack Fill and Slurry Seal*
- F Street – Third Street to Army Road

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

Task 3. Final Design

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

Task 4. Bidding Assistance

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

FEE

Our budget to provide the services described is as follows:

Description	Amount
1. Records Research	\$ 1,000
2. Preliminary Design	\$ 24,000
3. Final Design	\$ 14,000
4. Bidding Assistance	\$ 3,000
Total:	\$ 42,000

TKE's proposed project fee of \$42,000 will include preparation of construction drawings which will include 12 sheets (i.e. title sheet, note sheet, nine plan only sheets, and one detail sheet). We will invoice the City monthly in accordance with our rate schedule. Our invoice will not exceed the amount presented above without prior approval.

SCHEDULE

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



RATE SCHEDULE 2022- 2023

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

SURVEYING SERVICES

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

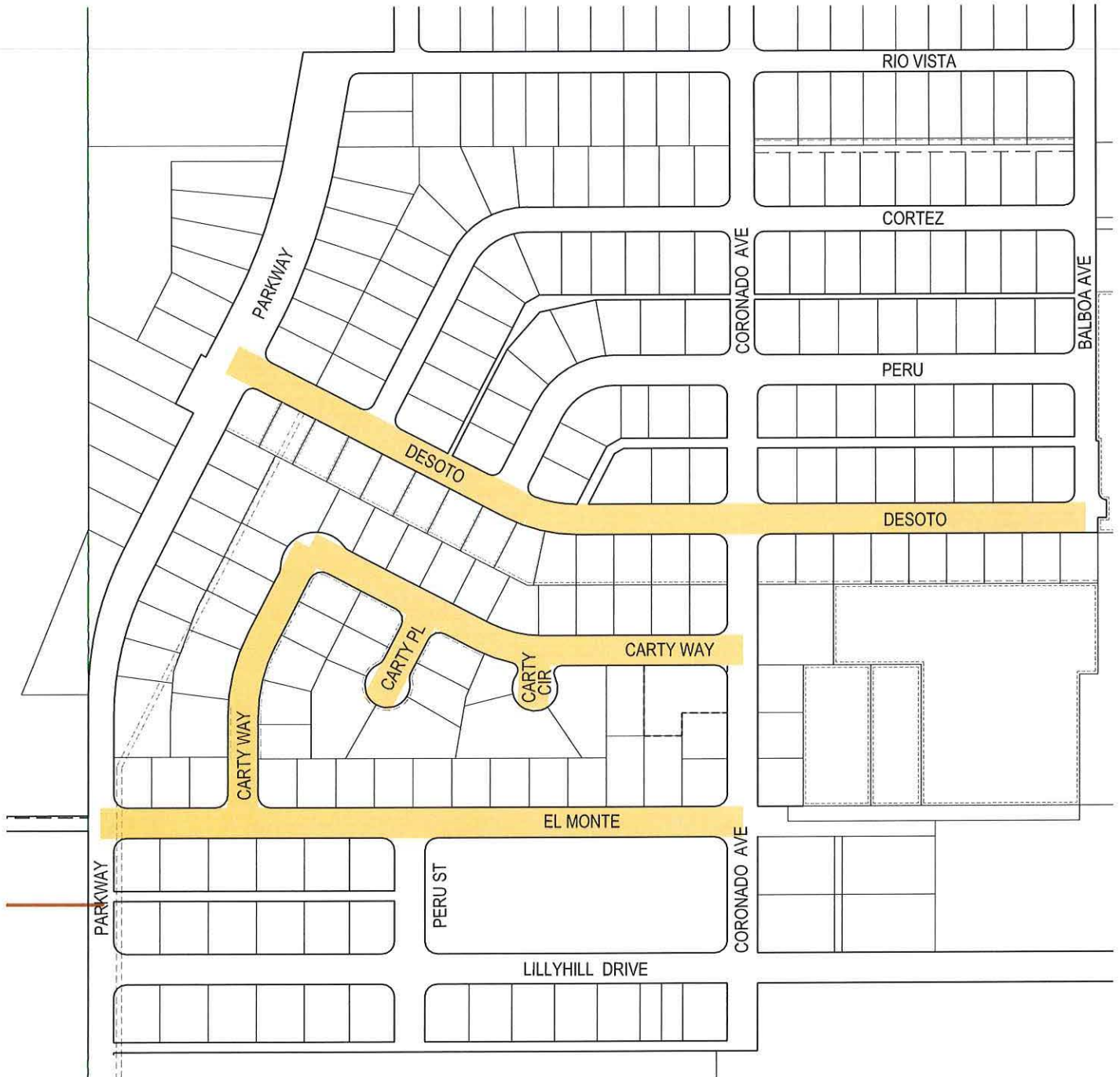
CONSTRUCTION SERVICES

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

REIMBURSABLE COSTS

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

City of Needles Capital Projects
Street Improvements & Water Service Replacement
PHASE 4 A



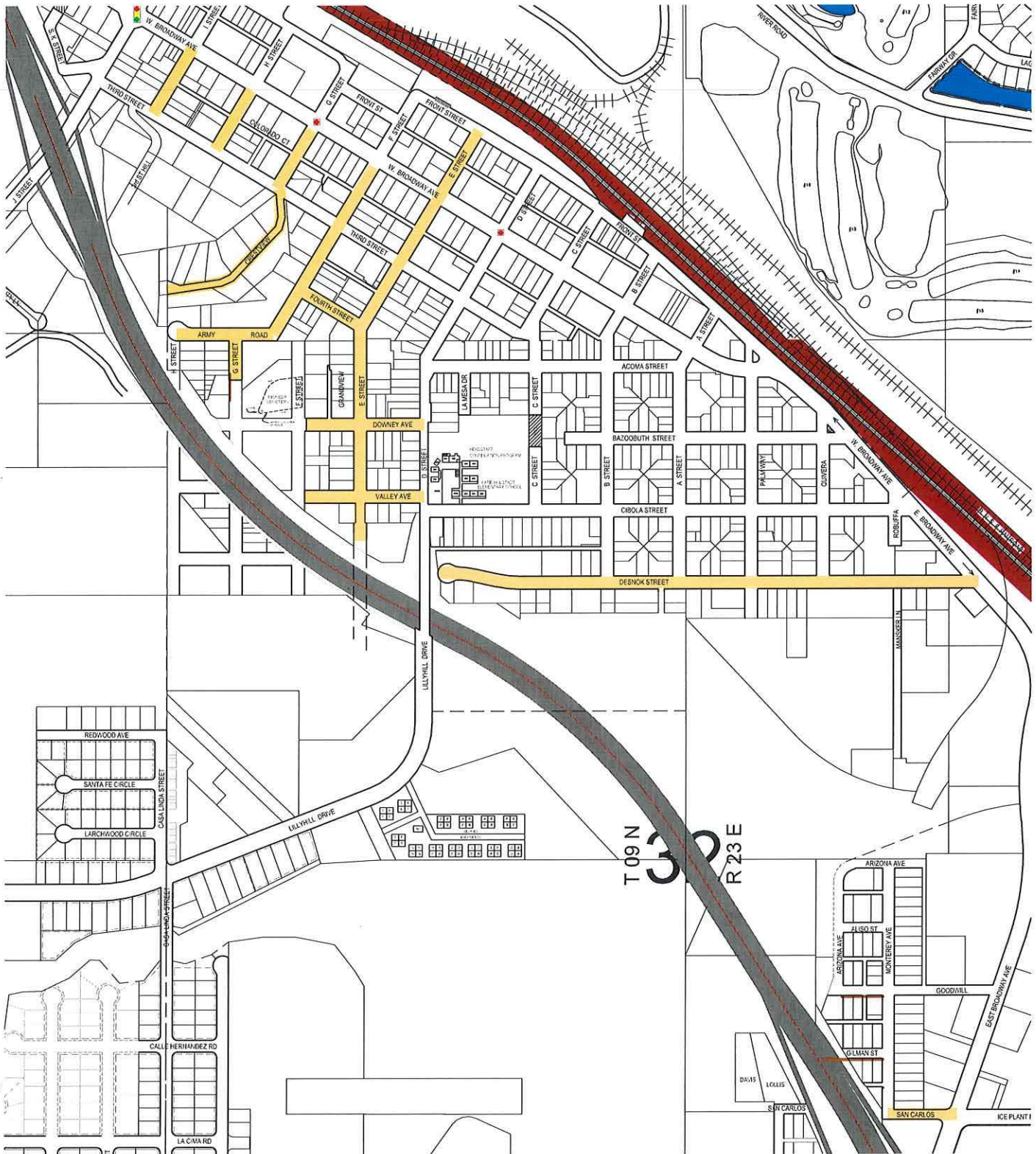
LEGEND

 **PHASE 4A - PAVING IMPROVEMENTS**
including Water Services

City of Needles Capital Projects

Street Improvements & Water Service Replacement

PHASE 4 B



LEGEND

PHASE 4B - PAVING IMPROVEMENTS including Water Services