

#### AGENDA

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, OCTOBER 11, 2022
COUNCIL EXECUTIVE SESSION – 5:00 P.M.
CITY COUNCIL MEETING – 6:00 P.M.
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

#### **AUTHORIZED BY AB 361**

THE MAYOR AND COUNCIL MEMBERS MAY BE ATTENDING THIS MEETING VIA

\*\*\* MICROSOFT TEAMS \*\*\*

THE PUBLIC MAY ALSO ATTEND VIA <u>TEAMS</u> 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: 345 339 320#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 345 339 320#

The meetings are being recorded. - MASKS ARE ENCOURAGED

CALL TO ORDER ROLL CALL

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

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

#### **RECESS TO EXECUTIVE SESSION**

- a) Conference with Real Property Negotiators Pursuant to California Government Code §54956.8 Real Property: 3.18-acre vacant parcel described as generally located on the Southeast Corner of E. South Lake Drive and S. Riverfront Pkwy, Mohave Valley, AZ, APN <u>216-14-007</u>. Agency Negotiator: City Manager Rick Daniels or his designee. Negotiating Parties: City of Needles as potential seller and Robert Raskin as potential buyer. Under Negotiation: Price and Terms of Payment
- b) 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

c) NPUA / COUNCIL: Conference with Legal Counsel regarding existing litigation pursuant to Government Code Section 54956.9(d)(1) (one case: Rio Buena Vista Assoc. Et. Al. v. City of Needles: Case Number CIVSB 2028439)

#### **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.

#### **PRESENTATIONS**

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

- 1) Frontier representative Douglas R. McAllister, Vice President, External Affairs to give a PowerPoint presentation regarding Frontier Fiber capabilities for Needles residents (INF)
- 2) PowerPoint presentation by Projects Manager Kathy Raasch regarding Capital Improvement Projects (CIP) Project List / Status (INF)

#### **NPUA / COUNCIL**

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

- 3) NPUA / COUNCIL: Report on electric meter misreads and billing errors for months of July, August and September 2022 and provide staff direction (ACT)
- 4) NPUA / COUNCIL: Approve the maximum allowable 5% cost-of-living (COLA) increase in water and wastewater basic service charge rates as of November 1, 2022 (ACT)
- 5) NPUA / COUNCIL: Approve a 5% cost-of-living (COLA) increase in electric basic service charge rates as of November 1, 2022; and approve the methodology to calculate the annual electric base rate and the power cost adjustment rate based on the rate calculation spreadsheets (ACT)

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

#### **PUBLIC HEARINGS**

- Public hearing noticed to consider all evidence and testimony for or against amending the Appendix to the Conflict of Interest Code pursuant to the Political Reform Act of 1974
  - Staff Report
  - Council Questions of Staff
  - Mayor to open the public hearing
  - Public Comment
  - Mayor to close the public hearing
  - Council Discussion / Deliberation
  - Resolution No. 2022-71 rescinding Resolution No. 2019-81 and approving and adopting an amended Appendix to the Conflict of Interest Code pursuant to the Political Reform Act of 1974 (ACT)
- 7) Public hearing noticed to consider all evidence and testimony for or against an ordinance amending Chapter 12 "Licenses" adding Section 12-56.1 "Mobile Food Vendors"
  - Staff Report
  - Council Questions of Staff
  - Mayor to open the public hearing
  - Public Comment
  - Mayor to close the public hearing
  - Council Discussion / Deliberation
  - Ordinance No. 655-AC amending Chapter 12 "Licenses" of the Needles Municipal Code adding Section 12-56-1 'Mobile Food Vendors" (1st reading – post) (ACT)

#### **RECESS THE COUNCIL MEETING - CONVENE SARDA MEETING**

CALL TO ORDER (Roll Call previously taken)

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

Approve Resolution No. 10-11-2022-SARDA Successor Agency to the Redevelopment Agency approving an amendment to Resolution No. 09-10-2019-SARDA a Purchase Agreement between the Successor Agency and Demira Investment LLC by assigning the Purchase Agreement from Demira Investment LLC to EVC Partners LLC with respect to the real property located on Ice Plant Road (APN 0186-222-11-0000 formerly known as 0186-222-07-0000) (ACT)

# ADJOURN THE SARDA MEETING AND RECONVENE THE CITY COUNCIL MEETING CALL TO ORDER (Roll Call previously taken)

**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 9 through 22 on the Consent Calendar by affirmative roll call vote. (ACT)

- 9) Approve the Warrants Registers through September 27, 2022, and October 11, 2022
- 10) Waive the reading and adopt Ordinance No. 653-AC amending Section 13-29, Article IV, Operations of Vehicles of the Needles Municipal Code to decrease the Prima Facia Speed Limits on two roadway segments within the city (2nd reading adopt)
- 11) Waive the reading and adopt Ordinance No. 654-AC amending Chapter 15A Recreation Area Use of the Needles Municipal Code renaming First and Second Beach to Bob Belt Beach Park (2nd reading adopt)

- Authorize California Consulting to write a grant application to the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) to support any local Broadband provided needing Technical Assistance to expand Broadband in Needles not to exceed \$9,000 to be funded by the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation
- Waive the reading and adopt Resolution 2022-68 confirming and adopting an itemized statement of cost for abatement of property located at 110 Market Street, also known as APN 0185-066-26-0000, and file said resolution with the County Recorder placing a lien on the property
- 14) Waive the reading and adopt Resolution No. 2022-69 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of October 17, 2022 November 15, 2022, pursuant to provisions of the Ralph M. Brown Act
- 15) Accept the cost increase for "Final Design" by the Arizona Department of Transportation (ADOT) for the Needles Bridge Rehabilitation Project under the Intergovernmental Agreement (IGA) in the amount of \$2,000. Funds to be expended from General Fund Reserves and be reimbursed by a grant administered by Caltrans from the Highway Bridge Program (HBP) at 88.53%
- 16) Accept TKE Engineer's Proposal for Professional Engineering Services for the Design of Well No. 11 to Well No. 15 Waterline Intertie Project in the amount not to exceed \$140,700 to be funded by the State Water Resources Control Board
- 17) Accept TKE Engineering proposal to provide Engineering Services for the design of the Golf Course Irrigation Efficiency Project, Phase 1 in the amount not to exceed \$25,800 and authorize staff to execute a new task between City & TKE Engineering for said work
- 18) Accept TKE Engineer's proposal for assistance with the preparation of an application for grant funding through Caltrans for the Highway Safety Improvement Program (HSIP) Cycle 11 and authorize the transfer of funds from reserves to the Engineering budget in FY 23 not to exceed \$14,900.
- 19) Accept a portion of the bid from Pacific Tide Construction, Inc. in the amount of \$128,650.61 to complete the Purchase and Installation of Shade Structures Over Spectator Seating for Nikki Bunch and Duke Watkins Ball Parks project and authorize staff to execute a Cooperative Funding Agreement with the Needles Unified School District in the amount of \$77,121.13 for reimbursement of 3 structures to be installed at Nikki Bunch ball field
- 20) Approve the Annual Seed Purchase for Rivers Edge Golf Course from Simplot Turf & Horticulture Las Vegas in the amount of \$22,412.00
- 21) Authorize a one-time transfer of \$200,000 into the General Fund Road Infrastructure account and allocate \$4,400 to the Women's Club of Needles to be funded by the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation
- Waive the reading and adopt Resolution No. 2022-62 approving an Amendment to Resolution No. 2013-5 Amending the Use Permit between the City of Needles and County of San Bernardino for the City-owned property located at 1111 Bailey Avenue

**End of Consent** 

**REGULAR ITEM - None** 

#### 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 7, 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 7th day of October 2022
Dale Jones, CMC, City Clerk



## City of Needles, California Request for Council Action

CITY COUNCIL		☐ BOARD OF PUBLIC UTILITIES
	⊠ Regular	Special

Meeting Date: October 11, 2022

**Title:** Report on electric meter misreads and billing errors for the month of July, August and September

**Background:** During the month of September 2022 the City has experiences an increase in customer calls due to high utility bills. Upon investigation Staff have determined in many of the complaints that the August billing was under read which caused the September bill to include the consumption that was not billed correctly in August. It was also determined that in most of the complaints it was soly the electric reads that were under-read.

There are a few potential options to help ease the burden on the rate payers affected by this.

- 1) Allow those residents impacted on an extended long term payment plan to pay the September billing.
- 2) Utilize General Fund reserves to cover the excess amount those impacted were charged. As of June 30<sup>th</sup>, that estimated balance is \$3,900,000.
- 3) Utilize Needles Public Utility Reserves (NPUA) to cover the excess amount those impacted were charged. As of June 30<sup>th</sup>, that estimated balance is \$5,600,000.

Staff requested metering data from Western Area Power Administration (WAPA) to determine the amount of KWH that was delivered in August vs. the consumption billed. With line loss included August was under read by 1,254,434 KWH and approximately \$161,195.

Monthly	Monthly	Monthly	Difference without		Difference with line loss	
Consumption	Purchases	\$ Cost	line loss	.1285/KWH	(8.40)	.1285/KWH
8,835,530	10,205,000	\$1,629,552	1,369,470	175,977	1,254,434.00	\$161,195
	Consumption	Consumption Purchases	Consumption Purchases \$ Cost	without Consumption Purchases \$ Cost line loss	without Consumption Purchases \$ Cost line loss .1285/KWH	without with line loss Consumption Purchases \$ Cost line loss .1285/KWH (8.40)

The Board of Public Utilities recommended on October 4, 2022 that the customers be billed for all of the power that was used, but under billed during August. The customer would be able to pay a nominal amount above their monthly consumption over a long period (up to a year) thus allowing residents the opportunity for an extended payment plan. The accounts that were shorted their hydro allotments should be properly credited.

Fiscal Impact: To be determined

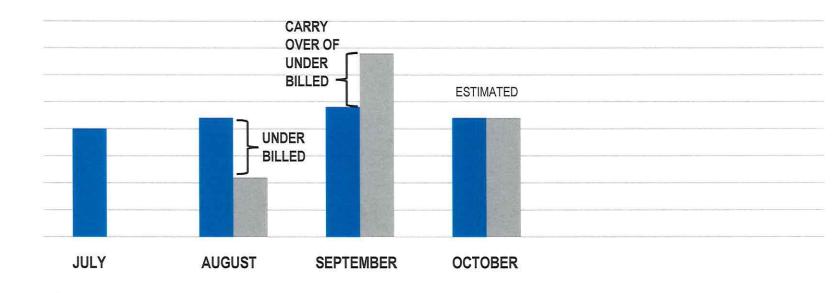


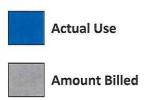


# City of Needles, California Request for Council Action

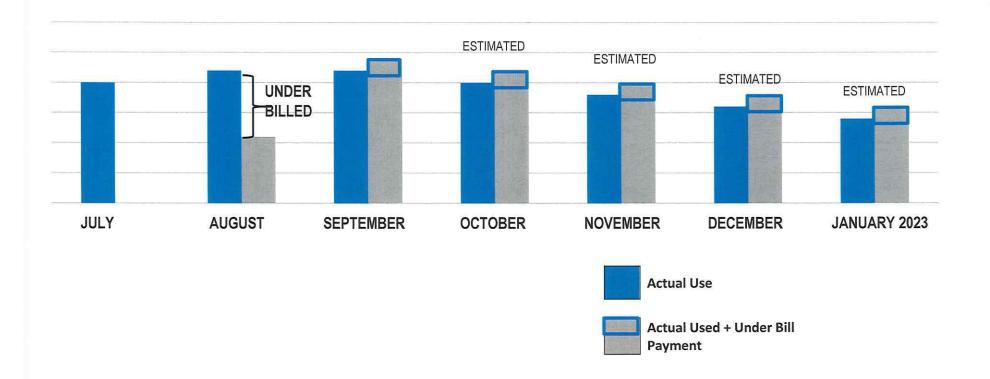
Recommended	Action: Direct Staff							
Submitted By: Rainie Torrance, Assistant Utility Manager								
City Management Review: Date: Date: Date:								
Approved:	Not Approved:☐	Tabled:⊡	Other:□ 3					

# ACTUAL vs. BILLED CONSUMPTION COLLECTION IN SEPTEMBER 2022





# ACTUAL Vs. BILLED CONSUMPTION LONG TERM PAYMENT OPTION





# Needles, California Request for Council Action

☐ CITY COUNCIL ☐ NPUA ☐ BOARD OF PUBLIC UTILITIES ☐ Regular ☐ Special						
Meeting Date: October 11, 2022						
<b>Title:</b> Approve the maximum allowable 5% cost-of-living (COLA) increase in water and wastewater basic service rates as of November 1, 2022						
<b>Background:</b> Resolution Numbers 2020-66 and 2020-67 adopted by the Needles City Council/NPUA on October 13, 2020, provided for annual cost-of-living adjustments to the basic service charge and usage charges in both water and wastewater in order to adequacy fund annual increases in the cost of providing those services to the customer.						
"A cost-of-living adjustment (COLA) shall be added to all rates on October 1st of each year and shall be automatically adjusted by using the then rates plus the consumer price index (CPI) published by the U.S. Bureau of Labor Statistics U.S. West – Size Class B/C CPI based on the June value of the appropriate price index OR the last twelve (12) months actual expenses plus the CPI, whichever is lower; however, in no circumstances shall any increase exceed five percent (5%)".						
The CPI for June 2022 for the previous 12 months was 8.5% which is the highest since 2012.						
The attached spreadsheets are in accordance with Resolution Numbers 2020-66 and 2020-67 which adopted a 5 year price per cubic feet amount and will set the new rates and will set the new basic rates. The water basic service charge for residents will increase by \$2.19 and the wastewater service charge will increase by \$2.36 for a total residential impact of an increase of \$6.85 per month.						
The Board of Public Utilities approved the recommended action on September 6, 2022.						
Fiscal Impact: Increase in water and wastewater rates to counteract current inflation rates.						
Recommended Action: Approve the maximum allowable 5% cost-of-living (COLA) increase in water and wastewater rates as of November 1, 2022						
Submitted By: Rainie Torrance, Assistant Utility Manager						
City Management Review: Date: 54						
Approved: Not Approved: Tabled: Other:						
Agenda Item:						

				Current Rates Effective Oct	ober 1, 2	2021		
	EDU Study				Monthly Charge for a Typical Customer			
Customer Class	\$	/EDU	EDU	Units	\$/	customer		<b>Customer Units</b>
Residential	\$	47.26	1.00	/account	\$	42.58	1	account
Hotel	\$	47.26	0.70	/room	\$	1,430.64	48	rooms/hotel
Hospitals	\$	47.26	0.75	/bed	\$	798.35	25	beds/hospital
Campgrounds	\$	47.26	0.70	/RV/Camping Space/Cabin	\$	4,828.40	162	RV/camping space/cabin
Multi-family	\$	47.26	1.00	/account	\$	42.58	1	account
Garden & Nurseries	\$	47.26	1.00	/account	\$	42.58	1	account
Laundromats	\$	47.26			\$	(2 <u>1</u> )		
Schools	\$	47.26	0.23	/student	\$	8,833.34	902	students/school
General Commercial	\$	47.26	1.65	/account	\$	70.25	1	account
Beauty Salon & Barber Shop	\$	47.26	0.50	/sink	\$	85.16	4	sinks/salon
Religious Organizations	\$	47.26	0.02	/seat	\$	196.21	203	seats/organization
Food Establishments	\$	47.26	0.18	/seat	\$	490.50	64	seats/establishment
Government	\$	47.26	1.65	/employee	\$	702.55	10	employees/account
Gas Stations	\$	47.26	2.90	/pump (side)	\$	370.43	3	pumps/station
Native Village	\$	47.26	109.00	/account	\$	4,641.06	1	Native Village

CPI Index Calc: 5.0%

Effective October 1, 2022 Rates												
				EDU Study		Monthly	y Charge for a	a Typical Customer	Proje	cted Reven	ue	
<b>Customer Class</b>	\$	EDU	<b>EDU</b>	Units	\$	/customer		Customer Units	Customers	EDU	An	nual Rev
Residential	\$	49.62	1.00	/account	\$	49.62	1	account	1,405	1,405	\$	836,653
Hotel	\$	49.62	0.70	/room	\$	1,667.35	48	rooms/hotel	14	470	\$	280,115
Hospitals	\$	49.62	0.75	/bed	\$	930.44	25	beds/hospital	1	19	\$	11,165
Campgrounds	\$	49.62	0.70	/RV/Camping Space/Cabin	\$	5,627.31	162	RV/camping space/cabin	-	-	\$	-
Multi-family	\$	49.62	1.00	/account	\$	49.62	1	account	418	418	\$	248,912
Garden & Nurseries	\$	49.62	1.00	/account	\$	49.62	1	account		-	\$	-
Laundromats	\$	49.62			\$	-				-	\$	
Schools	\$	49.62	0.23	/student	\$	10,294.90	902	students/school	1	207	\$	123,539
General Commercial	\$	49.62	1.65	/account	\$	81.88	1	account	79	130	\$	77,621
Beauty Salon & Barber Shop	\$	49.62	0.50	/sink	\$	99.25	4	sinks/salon	2	4	\$	2,382
Religious Organizations	\$	49.62	0.0227	/seat	\$	228.67	203	seats/organization	13	60	\$	35,673
Food Establishments	\$	49.62	0.18	/seat	\$	571.66	64	seats/establishment	16	184	\$	109,759
Government	\$	49.62	1.65	/employee	\$	818.79	10	employees/account	20	330	\$	196,509
Gas Stations	\$	49.62	2.90	/pump (side)	\$	431.72	3	pumps/station	7	61	\$	36,265
Native Village	\$	49.62	109.00	/account	\$	5,408.96	1	Native Village	1	109	\$	64,908
									1,977	3,503	\$ :	2,023,500

Actual last 12 Months CPI Increase Total

5% increase in Revenue \$2,129,684.00 \$106,484.20 \$2,236,168.20

5% increase in O&M \$2,156,295.00 \$107,814.75 \$2,264,109.75 -12%

Current Rates Octo	ober 1, 2021	Effective October 1	, 2022 Rates	F	Projected Revenue
Meter Size	Basic Service Charge	Meter Size	Basic Service Charge	Customers	Annual Projected Revenue
5/8" & 3/4"	\$43.69	5/8" & 3/4"	\$45.88	1,719	\$946,310.02
5/8" & 3/4" duplex	\$43.69	5/8" & 3/4" duplex	\$45.88	25:	\$0.00
1"	\$70.74	1"	\$74.28	98	\$87,347.90
1 1/2"	\$158.55	1 1/2"	\$166.48	41	\$81,906.93
2"	\$201.53	2"	\$211.60	79	\$200,599.48
3"	\$546.90	3"	\$574.25	1	\$6,890.98
4"	\$717.09	4"	\$752.94	3	\$27,105.89
6"	\$1,285.57	6"	\$1,349.85	2	\$32,396.30
8" \$2,020.38		8"	\$2,121.40	(E)	\$0.00
10"	\$1,768.56	10"	\$1,856.98	1	\$22,283.82
Per 100 cubic feet of water	\$2.36	Per 100 cubic feet of water	\$2.59		\$1,324,557.29
Temporary Fire Hydrant Meter:		*calculated based on 2020 rate st Temporary Fire Hydrant Meter:	tudy; adopted by Resolution	1 2020-66	
2-1/2"	\$365.09	2-1/2"	\$383.34		
Install/Remove	\$29.76	Install/Remove	\$30.41		
Per 100 cubic feet of water	\$2.36	Per 100 cubic feet of water	\$2.59		
Required Deposit	\$500.00	Required Deposit	\$500.00		
					\$2,729,398.60
		Actual last 12 Months	CPI Increase	Total	
	5% increase in Revenue	\$2,831,703.00	\$141,585.15	\$2,973,288.15	
	5% increase in O&M	\$2,402,115.00	\$120,105.75	\$2,522,220.75	-8%

5.0% CPI

FY 21 Consumption - AZ Interconnect Usage 51,141,208 Cu. Ft.

#### PROPOSED:

#### Wastewater

Line	Decription	Cost/EDU	Total
	1 Residential	49.62	\$49.62

Total Wastwater Charge \$49.62

#### **CURRENT RATES:**

Line	Decription	Cost/EDU	Total
	1 Residential	47.26	\$47.26
	Total Wastwater Charge		\$47.26
	Total Wastwater Charge		\$47.26

Typical Single Family Impact \$2.36

#### PROPOSED:

#### Water

Line	Decription	Cost/EDU	Total
1	Residential	45.88	\$45.88
1,000	Per 100 cubic feet of water	2.59	\$25.90

Total Waster Charge \$71.78

#### **CURRENT RATES:**

Line	Decription	Cost/EDU	Total
1	L Residential	43.69	\$43.69
1,000	Per 100 cubic feet of water	2.36	\$23.60

Total Waster Charge \$67.29

Typical Single Family Impact	\$4.49

Total Impact \$6.85



## City of Needles, California Request for Council Action

☐ CITY	COUNCIL	<b>⊠</b> NPUA	☐ BOARD OF PUBLIC UTILITIES	
		Regula	ar 🗌 Special	
Mantine Date	0-4-144	0000		

Meeting Date: October 11, 2022

**Title:** Approve a 5% cost-of-living (COLA) increase in electric basic service charge rate as November 1, 2022; and approve the methodology to calculate the annual electric base rate and the power cost adjustment rate based on the rate calculation spreadsheets

Background: The Statement of Policies, revised April 2022, provides that power rates will be designed to provide for operation and maintenance, bond payments, purchase payments, taxes, fair share allocation, trustee fee, mandated (but unfunded) state or federal program (conservation program), the asset replacement fund, and the actual costs to purchase power. The calculated rate will consist of two components: power purchase costs, and non-power purchase costs. The CPI for the USDLS U.S. West – Size Class B/C for June 2021 indicates a 8.5% cost of living increase. The policy sets a cap at 5%. The attached spreadsheets are in accordance with the revised Statement of Policies and will set the new rates as follows:

	<u>current</u>	effective Oct 1, 2022
Basic Service Charge	\$32.39	\$34.01
Winter Hydro (Oct – Feb)	\$0.0660 (390 kwh)	\$0.0417-532 kwh allotment
Summer Hydro (Mar – Sept)	\$0.0619 (730 kwh)	\$0.0427-771 kwh allotment
Over-hydro	**\$0.1285	**\$0.1399
CA Energy Efficiency Program	\$0.0030	\$0.0026
Utility Users Tax (UUT)	2.5% on all of the ab	ove 2.5% on all of the above

<sup>\*\*</sup>The revised statement of policies adopted increased the power cost adjustment (PCA) balance from \$750,000 to be twenty percent (20%) of the yearly over-hydro budgeted power costs for the fiscal year (annual budget or revised budget as applicable. The proposed rate can be reduced by the PCA.

The Board of Public Utilities approved the recommended action on September 6, 2022.

**Fiscal Impact:** Increase in revenues for COLA adjustment to counteract current inflation rates.

**Recommended Action:** Approve a 5% cost-of-living (COLA) increase in electric basic service charge rate as of November 1, 2022; and approve the methodology to calculate the annual electric base rate and the power cost adjustment rate based on the rate calculation spreadsheets

Submitted By: Rainie Torrance, Assistant Utility Manager



#### **NEEDLES PUBLIC UTILITY AUTHORITY**

#### ANNUAL BASE RATE CALCULATION SPREADSHEET - FY 2022/23

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-	_/	v		-	ı V	•	

# O & M<sup>6</sup> Taxes\* Purchase Payment Trustee Fee Conservation Program\* Debt Service City of Needles "Fair Share" Fee California Energy Efficiency Program\* PY Non-Power Rate Component Power Supply Total<sup>1</sup> Power Supply, Hydro - Winter<sup>2</sup> Power Supply, Hydro - Summer<sup>3</sup> Other Income\* not adjusted for utt Basic Service Charge PY Asset Replacement Fund PY

Power Supply Total<sup>1</sup>
Power Supply, Hydro - Winter<sup>2</sup>
Power Supply, Hydro - Summer<sup>3</sup>
PY Estimated Power Sales
PY Actual Power Sold

JUNE CPI % Line Loss %

**Number of Customers** 

#### **DOLLARS**

	\$2,587,622
	\$15,375
	\$313,223
	\$13,842
	\$16,667
Hall the	\$682,351
	\$543,739
	\$200,000
	\$0.0594
	\$6,404,055
	\$139,820
	\$300,261
	\$53,581
	\$32.39
	\$450,000

#### **KWHR**

	82,647,904
	8,708,856
15 15 14	17,678,705
	62,866,309
	88,764,000

#### **PERCENT**

5.00
8.40

3001

#### **US West**

3 year average line loss using the Electric Database calculation.

#### **NEEDLES PUBLIC UTILITY AUTHORITY**

#### ANNUAL BASE RATE CALCULATION SPREADSHEET - FY 2022/2023

Basic Service Charge for New Rate Year	\$34.01		
PY Non-Power Carry Forward	-\$1,538,323		
Asset Replacement Fund Target	\$472,500		
Total - Non Power Related Expenses	\$3,306,996		
Power Supply with Line Losses			Hydro Allotment/Cust
Total Power Supply - Sales KWHRs	75,705,480		
Power Supply - Winter Hydro	7,977,312		532
Power Supply - Summer Hydro	16,193,694		771
Power Supply - Total Hydro	24,171,006		
Power Supply - Non Hydro	51,534,474		
2			
Power Supply Expenses		Cost Per Kwhr	
Total Power Purchased	\$6,404,055	\$0.0846	
Power Supply - Winter Hydro	\$139,820	\$0.0175	
Power Supply - Summer Hydro	\$300,261	\$0.0185	
Power Supply - Non Hydro	\$5,963,974	\$0.1157	
Revenue From Other Than Power Sold			
Basic Service Charge	\$1,224,750		
Other Revenue	\$53,581		
Total Non-Power Revenue	\$1,278,331		
Total Expenses		Cost Per Kwhr	
Non-Power Related Expenses	\$3,306,996	COSt FEI KWIII	
Total Power Cost	\$6,404,055	\$0.0846	Use this rate for PCA Annual Base Rate for power purchased.
Total Operating Expense	\$9,711,051	\$0.0640	ose this rate for FCA Annual base nate for power purchased.
Total Operating Expense	35,711,031		
Rate Calculations		Cost Per Kwhr	Bill Rate Per Kwhr
Rate For Non-Power Related Expenses	\$1,828,665	0.0242	
Winter Hydro Sales - (Oct - Feb)	\$139,820	0.0175	0.0417
Summer Hydro Sales - (Mar - Sept)	\$300,261	0.0185	0.0427
Over Hydro Allotment Sales	\$5,963,974	0.1157	0.1399
California Energy Efficiency Program	\$200,000		0.0026

**MUST MANUALLY CALCULATE SHEET (F9)** 

Proposed

	Sample Winter Bill - (Oct - Feb	)		
Line	Decription	KWH	Cost/KWH	Total
	1 Basic Service Charge			\$34.01
	2 Winter Hydro Allotment Useage	532	0.0417	\$22.16
	3 Above Hydro Useage	500	0.1399	\$69.94
	4 CA Energy Efficiency Program	1032	0.0026	\$2.73
	Total Electric Bill Charge			\$128.84
	Sample Summer Bill - (Mar - S	ept)		
Line	Sample Summer Bill - (Mar - Son Decription	ept) кwн	Cost/KWH	Total
Line	1.50	183 185	Cost/KWH	Total \$34.01
Line	Decription	183 185	Cost/KWH 0.0427	
Line	Decription  1 Basic Service Charge	KWH		\$34.01
Line	Decription  1 Basic Service Charge  2 Sumer Hydro Allotment	KWH 771	0.0427	\$34.01 <b>\$32.91</b>

#### Previous

	0 1 111 - 011 /0 13			
	Sample Winter Bill - (Oct - Feb)			
Line	Decription	KWH	Cost/KWH	Total
	1 Basic Service Charge			\$32.39
	2 Winter Hydro Allotment Useage	390	0.0660	\$25.74
	3 Above Hydro Useage	500	0.1285	\$64.25
	4 CA Energy Efficiency Program	890	0.0030	\$2.67
	Total Electric Bill Charge			\$125.0
	Sample Summer Bill - (Mar - Se	pt)		
Line	Decription	KWH	Cost/KWH	Total
	1 Basic Service Charge			\$39.39
	2 Sumer Hydro Allotment	730	0.0619	\$45.19
	3 Above Hydro Useage	1500	0.1285	\$192.75
	4 CA Energy Efficiency Program	2230	0.0030	\$6.69
	Total Electric Bill Charge			\$284.02



# City of Needles, California Request for City Council Action

☐ CITY COUNCIL ☐ NPUA	Regular Special
Meeting Date: October 11, 2022	
Title: Resolution No. 2022-71 rescinding Resol adopting an amended appendix to the Co Political Reform Act of 1974	The same of the sa
Background: The Political Reform Act requires evreview its Conflict of Interest code bi staff to review the City's Conflict of Inmade to reflect employee titles, disc designated employees and removal Successor Agency to the Redevelop exists. Government Code Section 8 held and a 45-day notice was publis August 24, 2022.	ennially. The City Council directed nterest Code where changes were losure categories assigned to of the Oversight Board to the ment Agency as this Board no longer 1000 requires a public hearing be
Fiscal Impact: N/A	
Recommendation: Adopt Resolution No. 2022-71 and approving and adopting an Interest Code pursuant to Politi	amended appendix to the Conflict of
Submitted By: City Clerk	
City Management Review:	Date: 10 4 22
Approved: Not Approved: Tab	led: Other:
	Agenda Item:

#### **RESOLUTION NO. 2022-71**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES RESCINDING RESOLUTION NO. 2019-81 AND APPROVING AND ADOPTING AN AMENDED APPENDIX TO THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Needles (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on December 12, 2000, December 12, 2006, September 25, 2012, September 23, 2014, September 23, 2016, and December 17, 2019, in compliance with Government Code Section 81000, et seq.; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Appendix to the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are significant and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Appendix was provided to each affected designated employee and was publicly posted for review; and

WHEREAS, a public meeting was held upon the proposed amended Appendix at a regular meeting of the City Council on October 11, 2022, at which all present were given an opportunity to be heard on the proposed amended Appendix.

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

<u>Section 1.</u> The City Council does hereby approve and adopt the proposed amended Appendix to the City's Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying, together with the City's Conflict of Interest Code.

<u>Section 2.</u> The amended Appendix of the Conflict of Interest Code shall become effective immediately upon its adoption and approval.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City			
of Needles, California, held on the 11th day of October, 2022.			
AYES:			
NAYS:			
ABSENT:			
ABSTAIN:			
	APPROVED:		
	Mayor Jeffrey Williams, Mayor		
ATTEST:			
Dale Jones, City Clerk			
APPROVED AS TO FORM:			
John O. Pinkney, City Attorney			

# **APPENDIX**

#### CONFLICT OF INTEREST CODE

OF THE

CITY OF NEEDLES

(Amended October 11, 2022)

## **EXHIBIT "A"**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City's Code but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et seq.) [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

#### OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investment<sup>3</sup>.

Director of Finance Financial Consultants

<sup>&</sup>lt;sup>3</sup> Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by § 87200.

# **DESIGNATED POSITIONS**

# **GOVERNED BY THE CONFLICT OF INTEREST CODE**

DESIGNATED EMPLOYEES'	DISCLOSURE CATEGORIES
TITLE OR FUNCTION	ASSIGNED
Accounting Clerk	3
Assistant City Clerk	6,7
Assistant City Manager	2, 3, 6, 7
Assistant Utilities Manager	2, 6, 7
Associate Planner	2, 3, 6, 7
Building Official/Building & Safety	2, 3, 6, 7
Building Permit Tech	2, 3, 6, 7
Business Office Supervisor	3
Cemetery Operations Manager	2, 6, 7
Chief of Police	4, 6, 7
Chief Water Plant Operator	2, 3, 6, 7
City Clerk	6, 7
City Engineer	2, 3, 6, 7
City Planner	2, 3, 6, 7
Code Enforcement Officer	6,7
Code Enforcement, Senior Officer	6, 7
Code Enforcement Supervisor	6, 7
Community Services Manager	6, 7
Customer Services Representative I	6, 7

Customer Services Representative I	6, 7
Director of Development Services	2, 3, 6, 7
Director of Public Works	2, 3, 6, 7
Electric General Manager	2, 6, 7
Electric Line Supervisor	6, 7
Engineering Technician 2	6, 7
Fire Chief	4, 6, 7
Finance Assistant	6, 7
Golf Course/Parks Superintendent	2, 3, 6
Golf Professional	3, 6
Materials Coordinator/Service Technician	6, 7
Planning Department Assistant	2, 3, 6, 7
Powerline Technician	6, 7
Powerline Technician Apprentice	6, 7
Projects Manager	2, 3, 6, 7
Public Works Director	2, 3, 6, 7
Senior Accountant/Human Resource Specialist	6
Senior Center Liaison	6
Recreation & Aquatic Services Manager	3, 6
Secretary to the City Manager	6, 7
Recreation Supervisor	6
Transit Services Manager	3, 6
Utility Accountant/General Accountant	2, 6, 7
Utility Department Assistant	2, 6, 7

Wastewater Treatment Operator I	6
Water Department Manager	6
Water Operator I	6
Water/Wastewater Department Manager	6
DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
MEMBERS OF COMMITTEES, BOARDS & COMMISSIONS	
Needles Riverview Cemetery	1, 2
Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Needles	1, 2
Public Utilities Board	1, 2
Recreation & Parks Commission	1, 2
Consultant <sup>4</sup>	

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall *include* a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection *in* the same manner and location as this Conflict of Interest Code.

<sup>&</sup>lt;sup>4</sup> Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

### **EXHIBIT "B"**

#### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

<u>Category 1:</u> All investments and business positions in business entities, and sources of income, that are located in, do business in or own real property within the jurisdiction of the City.

<u>Category 2:</u> All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

<u>Category 3:</u> All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

<u>Category 4:</u> All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

<u>Category 5:</u> All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

<u>Category 6:</u> All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

<u>Category 7:</u> All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department.

#### **PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council, in the Council Chambers at the Needles Civic Center Complex, located at 1111 Bailey Avenue, Needles, California on October 11, 2022 at 6:00 p.m. Said hearing is called to consider all evidence and testimony for or against approval of the following item:

Adopting an Amended Appendix to the Conflict of Interest Code pursuant to the Political reform Act of 1974

Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Needles (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code.

The proposed amended Appendix to the City's Conflict of Interest Code is available to the public for inspection and copying, together with the City's Conflict of Interest Code. All interested persons are encouraged to attend the hearing. Accordingly, written correspondence is encouraged and should be addressed to the City Clerk at djones@cityofneedles.com or 760-326-2113 X145.

If a decision is made at this hearing and you later disagree with the decision, only issues raised at the public hearing or in written form at or before the public hearing or form at or before the public hearing can be considered. /s/Dale Jones, CMC, City Clerk
Publish: August 24, 2022 – Needles Desert Star
Posted: August 24, 2022

#62479



# City of Needles, California Request for City Council Action

CITY COUN	ICIL NPUA RDA	Regular Special	
<b>Meeting Date:</b>	October 11, 2022		
Title:	City Council Ordinance No. 655-AC		

"Mobile Food Vendors"

Background:

The City Council gave direction to staff to draft a Mobile Food Vending Ordinance because there are currently limited eating options within the City of Needles and because there are interested business owners that have expressed interest in operating a food truck or trailer within the City.

Amending Chapter 12 "Licenses" of the Needles Municipal Code adding 12-56.1

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. The Ordinance will also clarify sidewalk vending procedures within the City, which is currently allowed pursuant to the provisions of SB 946, the Safe Sidewalk Vending Act.

In general, the Ordinance will permit mobile food vendors to operate on any lot in the CRR, C-1, C-2, C-3, and P zones as long as the mobile food vendor has written permission from the owner of the lot and adheres to certain provisions regarding the time, placement, and manner of operations of their business. The Ordinance permits vendors in the public right-of-way provided 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. Vending vehicles are also not permitted to serve customers between the hours of 10 p.m. and 8 a.m.

With regards to sidewalk vending, the City will continue to follow the provisions of SB 946, which permits roaming sidewalk vending along all sidewalks within the city. Stationary sidewalk vending will be 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. Sidewalk vendors shall also not operate within 100 feet of a farmer's market or an area designated for a special event permit during the hours of such an event.

On September 21, 2022 at a regularly scheduled meeting of the Planning Commission testimony was received from both members of the Planning Commission and the public. Direction was given to revise the ordinance based on the feedback received. The draft Ordinance was then updated to reflect the comments received during this meeting.

The Ordinance was revised to include the City's procedure for:

- permitting a vending vehicle at a special event.
- the requisite insurance each vendor would be required to maintain.
- language regarding the County's permitting and commissary requirements.

unanimously recommended Ordinance No. 655-AC to the City Council.

Fiscal Impact: There is expected to be an increase in revenue to an increase in business licenses and special event permits. There is also potential for revenue from increased sales taxes from events at which mobile food vendors are present.

Recommendation: Approve Ordinance No. 655-AC Amending Chapter 12 "Licenses" of the Needles Municipal Code adding 12-56.1 "Mobile Food Vendors"

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

City Management Review: Date: 106/22

Approved: Not Approved: Other: Other:

On October 5, 2022, at a regularly scheduled meeting the Planning Commission

Agenda Item:

#### **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 t operate within the City of Needles.
  - SECTION 4. The City Council HEREBY APPROVES Ordinance 655-AC

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: NOES ABSENT ABSTAIN		
		Mayor
	Attest:	
		City Clerk
of the City of Needles, Californi  AYES:  NOES:  ABSENT:  ABSTAIN:	a, held on the 25th day o	lar meeting of the City Council f October 2022.
		Mayor
(Seal)	Attest:	
Approved as to form:		City Clerk
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.
- <u>Vending Vehicle</u>. 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.
- <u>Food Truck.</u> 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.
- <u>Food Trailer</u>. 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.
- <u>Sidewalk Vendor.</u> 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 Cityowned 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.



# City of Needles, California Request for City Council Action

⊠ CITY C	OUNCIL   NPUA	Regular Special
Meeting Date:	October 11, 2022	
Title:	The state of the s	ARDA 10-2019-SARDA a Purchase Agreement and Demira Investment LLC Agreement by

Partners LCC with respect to the real property located on Ice Plant Road (APN 0186-222-11-0000 formerly known as 0186-222-07-0000)

assigning the Purchase Agreement from Demira Investment LLC to EVC

Background: Pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Needles Redevelopment Agency was dissolved on February 1, 2012. On January 24, 2012, the City Council of the City of Needles elected to serve as the Successor Agency to the Needles Redevelopment Agency (the "Successor Agency") pursuant to part 1.85 of the California Health and Safety Code (the "HSC"). Pursuant to HSC § 34179, the Successor Agency previously established the Needles Oversight Board to assist in the wind-down of the former redevelopment agency through June 30, 2018, at which time it was dissolved by operation of law. Consistent with HSC § 34179 (j), on July 1, 2018 the San Bernardino Countywide Oversight Board (the "CWOB") was established to assist in winding-down the dissolved redevelopment agencies within the County of San Bernardino.

On October 14, 2015, the Needles Oversight Board approved its Resolution No. 10-14-2015-OB-SARDA, approving the Successor Agency's Long-Range Property Management Plan (the "LRPMP"). The LRPMP includes three (3) real property sites, all of which are designated to be sold. Based on matters completely unrelated to the LRPMP, on December 31, 2015, the California Department of Finance (the "DOF") did not approve the Successor Agency's LRPMP and directed the Successor Agency to sell its real property assets consistent with the applicable provisions of the HSC. Since each of the sites included within the Successor Agency approved LRPMP are designated for sale, the lack of a DOF approval does not affect or change in any way the disposition category or the required procedure for the disposition of the Successor Agency's real property assets.

Pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Needles Redevelopment Agency was dissolved on February 1, 2012. On January 24, 2012, the City Council of the City of Needles elected to serve as the Successor Agency to the Needles Redevelopment Agency (the "Successor Agency") pursuant to part 1.85 of the California Health and Safety Code (the "HSC"). Pursuant to HSC § 34179, the Successor Agency previously established the Needles Oversight Board to assist in the wind-down of the former redevelopment agency through June 30, 2018, at which time it was dissolved by operation of law. Consistent with HSC § 34179 (j), on July 1, 2018 the San Bernardino Countywide Oversight Board (the "CWOB") was established to assist in winding-down the dissolved redevelopment agencies within the County of San Bernardino.

The Successor Agency was the owner certain real property consisting of an approximate 28.2-acre vacant lot (1,228,828 Square Feet) located on Ice Plant Road, Needles California (APN 0186-222-07) (the "Property"). Within the Successor Agency approved LRPMP, the Property is: i) identified as Site No. 1; ii) zoned general commercial; and iii) more fully described in Exhibit "A" to the attached Resolution, which is an excerpt from the LRPMP.

On August 31, 2018, Hooman Davoodi, Managing Member of Demira Investment, LLC (the "Buyer") originally offered to purchase the Property for \$1,338,947 (a copy of offer of purchase letter is included as Exhibit "B" to the attached Resolution). On September 11, 2018 City Council directed staff to negotiate the sale of the Property based on its appraised value. Thereafter, Capital Realty Analysts ("CRA") was engaged to appraise the Property. In its appraisal, effective October 4, 2018, CRA concluded the Property's value is \$1.00 per square foot for a total value of \$1,228,828 (a copy of the summary of CRA's appraisal is included as Exhibit "C" to the attached Resolution).

As a part of the purchase and sale negotiations, the Buyer has agreed to dedicate to the City a 58,923 square foot portion of the Property in exchange for a \$58,923 purchase price offset (which is \$1.00 per square foot) for its continued government use as a percolation pond for the City's wastewater plant (the "Wastewater Plant Portion"); Based on the CRA's appraisal, a \$58,923 offset for the Wastewater Plant Portion, results in a net value of the remaining portion of the Property of \$1,169,905, which the Buyer has agreed to pay. The Buyer has indicated the intention to begin construction of a building having no less than 20,000 square feet on the Property within 24 months after recordation of the Grant Deed (the "Commitment to Develop").

On October 23, 2018, the Successor Agency approved a Purchase Agreement and Joint Escrow Instructions (the "Purchase Agreement") with the Buyer for the Property (less the Wastewater Plant Portion) for \$1,169,905 (the "Purchase Price"), which is equal to its appraised value and thus considered a fair and reasonable price. On January 23, 2019, the CWOB adopted its Resolution No. 2019-13 approving the Purchase Agreement. On May 3, 2019, the California Department of Finance denied CWOB Resolution No. 2019-13 primarily on the basis that Section 7.5.3 within the Purchase Agreement, which memorialized the Commitment to Develop, was not permitted as it included provisions allowing the Successor Agency to re-purchase the Property if certain conditions were not met (a copy of DOF's May 3, 2019 letter is included as Exhibit "D" to the attached Resolution).

During negotiations with DOF that occurred prior to DOF's May 3, 2019 letter denying the Purchase Agreement, DOF indicated that if the Purchase Agreement were to be amended to remove Section 7.5.3 and language is added to the approving resolutions requiring the net land sales proceeds to be distributed to the taxing entities through the County Auditor-Controller (the "CAC"), DOF could approve the amended Purchase Agreement. In good faith and consistent with the negotiations with and directions provided by DOF, on March 26, 2019 the Successor Agency approved the amended Purchase Agreement and on June 17, 2019, the CWOB adopted its Resolution No. 2019-33 approving the amended Purchase Agreement.

On August 2, 2019, DOF denied CWOB Resolution No. 2019-33 on the basis that DOF staff believes that when it denies a resolution approving an agreement, that denial by inference means

the agreement itself becomes null and void. In addition, DOF staff instructed Successor Agency staff to present a new Purchase Agreement without Section 7.5.3 (a copy of DOF's August 2, 2019 letter is included as Exhibit "E" to the attached Resolution). Although requested, DOF has not provided or identified any basis to confirm the legal validity of the views of DOF's staff as delineated above, which such views are not appealable.

#### Summary of Negotiation Points:

- Purchase Price \$1,169,905
- Closing Date: 300 days from Effective Date
- Although no longer memorialized within the Purchase Agreement, the Buyer has
  reconfirmed its intent to commence construction of a building having no less than 20,000
  SF of building area on the real property within 24 months after recordation of the Grant
  Deed.
- Buyer shall have the right to assign this Agreement to assign this Agreement to an affiliate.
- The City will retain and subdivide 58,923 square feet of the parcel to continue to use as a percolation pond for the City's wastewater plant. \$58,923 will be reduced from the appraised value identified in the restricted appraisal.

On September 10, 2019, the Successor Agency approved a Purchase Agreement and Joint Escrow Instructions (the "Purchase Agreement") with the Buyer for the Property (less the Wastewater Plant Portion) for \$1,169,905 (the "Purchase Price"), which is equal to its appraised value and thus considered a fair and reasonable price. On October 10, 2019, the CWOB adopted its Resolution No. 2019-39 approving the Purchase Agreement. On November 22, 2019, the California Department of Finance approved CWOB Resolution No. 2019-39. The Purchase Agreement between the Successor Agency and Demira Investment, LLC, with respect to the Property (a copy of which is included as Exhibit "F" to the attached Resolution) and authorize certain related actions. The Successor Agency intends to distribute the land sales proceeds, less the costs of sale, to the CAC for distribution to the taxing entities in proportion to their respective shares of the 1% general tax levy, which will include the City.

The attached Resolution will Amend Resolution No. 09-10-2019-SARDA a Purchase Agreement between the Successor Agency and Demira Investment LLC Agreement by assigning the Purchase Agreement from Demira Investment LLC to EVC Partners LCC with an Agreement for Assignment of Purchase Agreement and Joint Escrow Instructions (a copy of which is included as Exhibit "G" to the attached Resolution).

**Fiscal Impact:** Once the Property is sold, the Successor Agency will transfer the net Purchase Price to the San Bernardino County Auditor-Controller that will in turn divide and pay over the net Purchase Price to the affected taxing entities in proportion to their respective shares of the 1% general tax levy, which will include the City.

Environmental Impact: The Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 et seq., hereafter the "CEQA Guidelines"), and the City's

environmental guidelines and the Resolution does not constitute a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines §15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b) (5) of the CEQA Guidelines.

**Recommended Action:** Approve Resolution No. 10-11-2022-SARDA Successor Agency to the Redevelopment Agency approving an amendment to Resolution No. 09-10-2019-SARDA a Purchase Agreement between the Successor Agency and Demira Investment LLC Agreement by assigning the Purchase Agreement from Demira Investment LLC to EVC Partners LCC with respect to the real property located on Ice Plant Road (APN 0186-222-11-0000 formerly known as 0186-222-07-0000)

Submitted By:	Patrick Martinez, Assistant	City Manager/I	Development Services
City Management R	deview:	Date: _	10/6/22
Approved:	Not Approved:	Tabled:	Other:
			Agenda Item:

#### RESOLUTION 10-11-2022-SARDA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE NEEDLES REDEVELOPMENT AGENCY APPROVING AN AMENDMENT TO RESOLUTION NO. 09-10-2019-SARDA A PURCHASE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND DEMIRA INVESTMENT LLC AGREEMENT BY ASSIGNING THE PURCHASE AGREEMENT FROM DEMIRA INVESTMENT LLC TO EVC PARTNERS LCC WITH RESPECT TO THE REAL PROPERTY LOCATED ON ICE PLANT ROAD (APN 0186-222-11-0000 FORMERLY KNOWN AS 0186-222-07-0000)

- WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Needles Redevelopment Agency was dissolved on February 1, 2012; and
- WHEREAS, on January 24, 2012, the City Council of the City of Needles elected to serve as the Successor Agency to the Needles Redevelopment Agency (the "Successor Agency") pursuant to part 1.85 of the California Health and Safety Code (the "HSC"); and
- WHEREAS, pursuant to HSC § 34179, the Successor Agency previously established the Needles Oversight Board to assist in the wind-down of the former redevelopment agency through June 30, 2018, at which time it was dissolved by operation of law; and
- WHEREAS, consistent with HSC § 34179 (j), on July 1, 2018 the San Bernardino Countywide Oversight Board (the "CWOB") was established to assist in winding-down the dissolved redevelopment agencies within the County of San Bernardino; and
- WHEREAS, on October 14, 2015, the Needles Oversight Board approved its Resolution No. 10-14-2015-OB-SARDA, approving the Successor Agency's Long-Range Property Management Plan (the "LRPMP"); and
- WHEREAS, the LRPMP includes three (3) real property sites, all of which are designated to be sold; and
- WHEREAS, based on matters completely unrelated to the LRPMP, on December 31, 2015, the California Department of Finance (the "DOF") did not approve the Successor Agency's LRPMP and directed the Successor Agency to sell its real property assets consistent with the applicable provisions of the HSC; and
- WHEREAS, since each of the sites included within the Successor Agency approved LRPMP are designated for sale, the lack of a DOF approval does not affect or change in any way the disposition category or the required procedure for the disposition of the Successor Agency's real property assets; and
- WHEREAS, Demira Investment LLC is the owner certain real property consisting of an approximate 28.2-acre vacant lot (1,228,828 Square Feet) located on Ice Plant Road, Needles California (APN 0186-222-11-0000 formerly APN 0186-222-07) (the "Property"); and

- WHEREAS, within the Successor Agency approved LRPMP, the Property is: i) identified as Site No. 1; ii) zoned general commercial; and iii) more fully described in Exhibit "A" attached hereto, which is an excerpt from the LRPMP; and
- WHEREAS, on August 31, 2018, Hooman Davoodi, Managing Member of Demira Investment, LLC, (the "Buyer") originally offered to purchase the Property for \$1,338,947 (a copy of the offer of purchase letter is attached to this Resolution as Exhibit "B"); and
- WHEREAS, on September 11, 2018 City Council directed staff to negotiate the sale of the Property based on its appraised value; thereafter, Capital Realty Analysts ("CRA") was engaged to appraise the Property; and
- WHEREAS, in its appraisal, effective October 4, 2018, CRA concluded the Property's value is \$1.00 per square foot for a total value of \$1,228,828 (a copy of the summary of CRA's appraisal is attached to this Resolution as Exhibit "C"); and
- WHEREAS, as a part of the purchase and sale negotiations, the Buyer has agreed to dedicate to the City a 58,923 square foot portion of the Property in exchange for a \$58,923 purchase price offset (which is \$1.00 per square foot) for its continued government use as a percolation pond for the City's wastewater plant (the "Wastewater Plant Portion"); and
- WHEREAS, based on the CRA's appraisal, a \$58,923 offset for the Wastewater Plant Portion, results in a net value of the remaining portion of the Property of \$1,169,905, which the Buyer has agreed to pay; and
- WHEREAS, the Buyer has indicated the intention to begin construction of a building having no less than 20,000 square feet on the Property within 24 months after recordation of the Grant Deed (the "Commitment to Develop"); and
- WHEREAS, on October 23, 2018, the Successor Agency approved a Purchase Agreement and Joint Escrow Instructions (the "Purchase Agreement") with the Buyer for the Property (less the Wastewater Plant Portion) for \$1,169,905 (the "Purchase Price"), which is equal to its appraised value and thus considered a fair and reasonable price; and
- WHEREAS, on January 23, 2019, the CWOB adopted its Resolution No. 2019-13 approving the Purchase Agreement; and
- WHEREAS, on May 3, 2019, the California Department of Finance denied CWOB Resolution No. 2019-13 primarily on the basis that Section 7.5.3 within the Purchase Agreement, which memorialized the Commitment to Develop, was not permitted as it included provisions allowing the Successor Agency to re-purchase the Property if certain conditions were not met (a copy of DOF's May 3, 2019 letter is attached to this Resolution as Exhibit "D"); and
- WHEREAS, during negotiations with DOF that occurred prior to DOF's May 3, 2019 letter denying the Purchase Agreement, DOF indicated that if the Purchase Agreement were to be

amended to remove Section 7.5.3 and language is added to the approving resolutions requiring the net land sales proceeds to be distributed to the taxing entities through the County Auditor-Controller (the "CAC"), DOF could approve the amended Purchase Agreement; and

WHEREAS, in good faith and consistent with the negotiations with and directions provided by DOF, on March 26, 2019 the Successor Agency approved the amended Purchase Agreement and on June 17, 2019, the CWOB adopted its Resolution No. 2019-33 approving the amended Purchase Agreement; and

WHEREAS, on August 2, 2019, DOF: i) denied CWOB Resolution No. 2019-33 on the basis that DOF staff believes that when it denies a resolution approving an agreement, that denial by inference means the agreement itself becomes null and void; and ii) DOF staff instructed Successor Agency staff to present a new Purchase Agreement without Section 7.5.3 (a copy of DOF's August 2, 2019 letter is attached to this Resolution as Exhibit "E"); and

WHEREAS, although requested, DOF has not provided or identified any basis to confirm the legal validity of the views of DOF's staff as delineated in the foregoing recital, which such views are not appealable; and

WHEREAS, On September 10, 2019, the Successor Agency approved a Purchase Agreement and Joint Escrow Instructions (the "Purchase Agreement") with the Buyer for the Property (less the Wastewater Plant Portion) for \$1,169,905 (the "Purchase Price"), which is equal to its appraised value and thus considered a fair and reasonable price. The Purchase Agreement between the Successor Agency and Demira Investment, LLC with respect to the Property, a copy of which is included as Exhibit "F" attached to the Resolution, and authorize certain related actions; and

WHEREAS, The attached Resolution will Amend Resolution No. 09-10-2019-SARDA a Purchase Agreement between the Successor Agency and Demira Investment LLC Agreement by assigning the Purchase Agreement from Demira Investment LLC to EVC Partners LCC with an Agreement for Assignment of Purchase Agreement and Joint Escrow Instructions (a copy of which is included as Exhibit "G" to the attached Resolution)

WHEREAS, The Successor Agency intends to distribute the land sales proceeds, less the costs of sale, to the CAC for distribution to the taxing entities in proportion to their respective shares of the 1% general tax levy, which will include the City; and

WHEREAS, On October 10, 2019, the CWOB adopted its Resolution No. 2019-39 approving the Purchase Agreement. On November 22, 2019, the California Department of Finance approved CWOB Resolution No. 2019-39.

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the Successor Agency to the Needles Redevelopment Agency, as follows:

- **Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- The Agreement for Assignment of Purchase Agreement and Joint Escrow Instructions by assigning the Purchase Agreement from Demira Investment LLC to EVC Partners LCC with an Agreement for Assignment of Purchase Agreement and Joint Escrow Instructions (a copy of which is included as Exhibit "G" to the attached Resolution) is approved.
- Section 3. The Successor Agency's distribution of the land sale proceeds to the San Bernardino County Auditor-Controller for distribution to the taxing entities, less the costs of sale, is approved.
- **Section 4.** This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 11th day of October 2022.

	Jeff Williams, Chairman	
ATTEST		

## **CERTIFICATION:**

day of October, 2022, by the following vote:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

Dale Jones, CMC, Secretary

I, Dale Jones, CMC, Secretary for the Successor Agency to the Needles Redevelopment Agency, do hereby certify that the foregoing Resolution No. 10-11-2022-SARDA was duly adopted by the Successor Agency to the Needles Redevelopment Agency at a meeting thereof held on the 11<sup>th</sup>

## **EXHIBIT "A"**

Narrative for Site No. 1
Ice Plant Road, Needles, California
(APN 0186-222-07)
Excerpted from the
Long-Range Property Management Plan
(Pages 6-9)

(See Attachment)



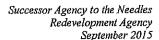
#### Site No. 1 Vacant Ice Plant Road Commercial Property Ice Plant Road APN 0186-222-07





# A. Permissible Use (HSC § 34191.5(c)(2)): Site No. 1 is the Vacant Ice Plant Road Commercial Property (the "Vacant Commercial Property") and is proposed to be sold by the Successor Agency, pursuant to HSC § 34191.5 (c)(2).

# B. Acquisition of Property (HSC § 34191.5 (c)(1)(A) and § 34191.5(c)(1)(B)): Property records indicate that the Vacant Commercial Property was acquired by the Agency in May, 1985. Staff continues to search documents for the acquisition price. The Vacant Commercial Property was acquired by the Agency in order to meet the revitalization goals of the City and the





Agency to alleviate the existence and spread of physical and economic blight. The estimated current value (the "ECV") for the Vacant Commercial Property is \$168,000.

C. Site Information (HSC  $\S$  34191.5(c)(1)(C)):

The Vacant Commercial Property consists of one (1) 27.61 acre parcel (APN 0186-222-07) located on Ice Plant Road. The Vacant Commercial Property is zoned General Commercial (C-2) within the City's General Plan and Zoning Ordinance. The C-2 designation is generally intended for uses in the central business district (particularly those that are pedestrian oriented) accommodating a wide range of commercial and associated residential uses.

D. Estimated Current Value (HSC § 34191.5 (c)(1)(D)):

To determine the ECV for the Vacant Commercial Property, the Agency conducted a comparable sales analysis through the National Data Collective. The ECV was determined to be approximately \$168,000.

Local factors were not taken into consideration in determining the ECV of this site. Therefore, the actual value of the property may vary significantly from the ECV. The ECV is only a rough estimate planning number and should not be relied upon as a basis for actual value. The real value of the property cannot be determined without an appraisal. Once the LRPMP is approved, and as part of its implementation, an appraisal of the Vacant Commercial Property will then be obtained.

E. <u>Site Revenues (HSC § 34191.5(c)(1)(E))</u>:

There are no site revenues generated from the Vacant Commercial Property.

F. History of Environmental Contamination (HSC § 34191.5 (c)(1)(F)):

There is no known history of environmental contamination.

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC § 34191.5 (c)(1)(G)):

There is no potential for a TOD in conjunction with the Vacant Commercial Property.

Selling the Vacant Commercial Property advances the planning objectives of the Successor Agency and the City to develop and revitalize this area of the community through the creation of low-income residential opportunities.

H. History of Previous Development Proposals and Activity (HSC § 34191.5 (c)(1)(H)):
 Google Earth® indicates that the Vacant Commercial Property has been vacant since at least 1994.

I. Disposition of Property:

The Successor Agency proposes to sell the Vacant Industrial Property in accordance with the Successor Agency's policies and procedures for property disposition as shown in Exhibit "A," Section I, Purchase and Sale Procedures.

Date of estimated current value - July 2015

Value Basis — The ECV was determined by a comparable sales analysis using the National Data Collective subscription service. The ECV is approximately \$168,000.

1 www.ndcdata.com	,	



Local factors that may affect land value were not taken into consideration. Therefore, the actual value of the property may vary greatly from the ECV. The ECV is only a planning number and should not be relied upon as a basis for actual value.

**Proposed sale date** – TBD and subject to the Successor Agency's implementation of its policies and procedures for property disposition as shown in Exhibit "A."

**Proposed sale value** – TBD and subject to a fair market appraisal conducted by a licensed appraiser.

The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The Successor Agency will be in charge of the process seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing and dispositions will be subject to Oversight Board approval. There is no reason to think that book values will be realized.

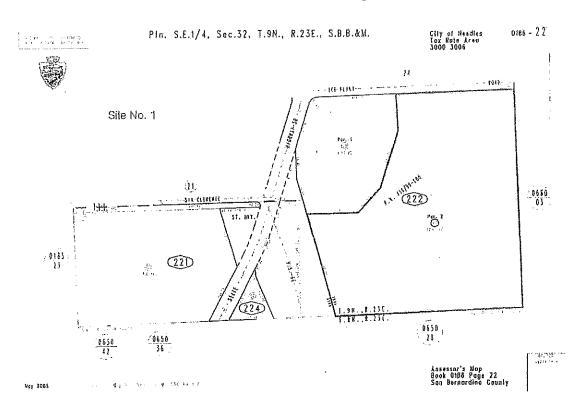
#### J. Implementation of the Long-Range Property Management Plan:

Following approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP.

For properties to be sold, implementation will include distribution of any land sales proceeds for enforceable obligations and/or distributed as property tax to the taxing entities. Due to the vagaries associated with the sale of land, such as uncertainties concerning the timing of sale and the price that would be realized, it is not feasible to precisely state in the LRPMP how the funds will be used. In that regard, once an agreement is reached with respect to the purchase and sale of a property, the agreement will be presented to the Oversight Board for concurrence. The Oversight Board's approval will be evidenced by a resolution that will be submitted to DOF and, per the HSC, is subject to DOF's review. That resolution will include or refer to a staff report which describes with greater particularity, once more facts are known, how the proceeds of sale will be distributed. As noted in Section I - Introduction of the LRPMP, the LRPMP provides that proceeds of the sale may be used for enforceable obligations and/or distributed as property tax to the taxing entities through the County Auditor-Controller. The need to retain some or all of the proceeds of sale for enforceable obligations will depend on whether there is a short-fall in RPTTF in the ROPS cycle during which the escrow is anticipated to close. If a short-fall were to occur in the RPTTF at that time, then all or a portion of the sale proceeds should be used to fulfill an enforceable obligation with any remaining sale proceeds then distributed as property tax to the taxing entities through the County Auditor-Controller. If there is not a short-fall in RPTTF at the time of close of escrow, then land sale proceeds would be distributed as property tax to the taxing entities through the County Auditor-Controller in a manner described at the time of Oversight Board approval as to a particular property sale. Since it is impossible to foresee when and if a short-fall in the RPTTF may occur, or when the property will be sold, the use of the sale proceeds cannot be specifically determined at this time and, therefore, cannot be stated with greater particularity in the LRPMP. However, it is clear that at the time a sale takes place, the sale will be brought back to the Oversight Board and will be subject to review.



# Assessor Parcel Map



# EXHIBIT "B"

# Hooman Davoodi Offer Letter August 31, 2018

(See Attachment)

Hooman Davoodi 1416 Lachman Lane Pacific Palisades, CA 90272 310-977-7757

Office of the City Clerk 817 Third Street Needles, CA 92363

In Re: APN #186-222-07

**Dear City of Needles Officials,** 

I, Hooman Davoodi or assignee (my LLC), would like to make an offer for APN #186-222-07 in the amount of \$1,338,947.

Please accept my offer to complete the purchase of this property.

Sincerely,

**Hooman Davoodi** 

EXHIBIT "C"

Summary of Capital Realty Analysts October 4, 2018 Appraisal

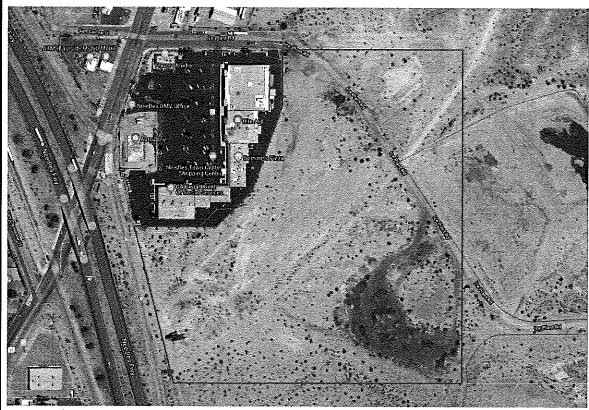
(See Attachment)

#### 28.21-Acres of Vacant Land

Located Along the South Side of Ice Plant Road, East of East Broadway Street, City of Needles, San Bernardino County, CA.

#### **A Restricted Appraisal Report**

Market Value Fee Simple Estate, As-Is



#### **Prepared For:**

The City of Needles

Attn: Mr. Rick Daniels, City Manager

817 Third Street Needles, CA 92363

# **Effective Date of Appraisal:**

October 4, 2018

CRA File No. 18-4481

78100 Main Street, Suite 202, La Quinta, Ca 92253

CIRIA CAPITAL REALTY ANALYSTS



October 5, 2018

The City of Needles Attn: Mr. Rick Daniels, City Manager 817 Third Street Needles, CA 92363

RE: The Market Value of the Fee Simple Estate in a 28.21-Acre Vacant Land Parcel, Located Along Both Sides of Ice Plant Road, East of East Broadway Street, City of Needles, San Bernardino County, CA; Otherwise Known as APN: 0186-222-07, San Bernardino County, CA

Dear Mr. Daniels,

At your request and authorization, I have completed this restricted appraisal report, setting forth my opinion of the market value of the fee simple estate in the subject property as of October 4, 2018. Per your request, the following market value estimates are reported for the subject property:

Market Value "As Is"

Because the format of this report is restricted, some or all information that supports the analysis, conclusions and opinions in the report are retained in my files. This report may not be properly understood without the additional information contained within my files. The following guidelines apply to this report:

- The property rights being appraised are the fee simple estate
- The intended use of the appraisal is for internal use
- The intended user is the Client

The following is the definition of market value applied for this analysis:

#### **Definition of Market Value**

"The most probable price that property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby;

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

#### Introduction



The subject property consists of a 28.21-acre land parcel, located along both sides of Ice Plant Road, east of East Broadway Street, Needles, CA. The property has been held by the City of Needles for at least the past 10-years. Interestingly, the City of Needles adopted a medical marijuana cultivation ordinance, allowing for cultivation uses on parcels such as the subject

<sup>&</sup>lt;sup>1</sup> (12 C.F.R. Part 34.42(g); 55 Federal Register 29499, June 7, 1994)

property. On March 30 and April 6, 2016, legal notices were published in the Needles Desert Star, for a sealed bid auction for city owned parcels, including the subject. The subject property received a bid of \$1,000,000, or \$.81 PSF. The prospective buyer did not close, and the property has remained with the City through the date of value. In an undated letter provided to the Appraiser, another bid of \$1,338,947, or \$1.09 ft.² was received. The prospective buyer intends to develop the property with cannabis cultivation and other industrial uses. The City's need for a current valuation of the property for internal use generated the requirement for this analysis.

#### **The Appraisal Process**

For this analysis, the sales comparison approach is applied to estimate the market value of the fee simple estate in the subject property as is. Lacking improvements with an associated cost or income earning ability, the cost approach and the income approaches are not considered relevant for this analysis.

#### Sales Comparison Approach

In the sales comparison approach, the subject property is compared to other properties that have sold in the market. Adjustments are applied to the comparable sales data to reflect the differences between the comparable sales and the subject property. A final value estimate for the subject property is then correlated from the indicated range supplied by the adjusted comparable sales data. The following map and grid shows the comparable sales data applied to estimate the fee simple value of the subject property:



Sale No.	Location	APN Sale Date	Sale Price	Land Area (AC)	Land Area (SF)	Price Per (SF)
1	E Side of E. Broadway, N of Ice Plant Road	0186-241-61	anning Herman State of State o	ANIERAN PERCEP SERVICE STATEMENT		
	Needles, CA	12/15/17	\$1,855,000	16.07	700,009	\$2.65
2	N Side of 30th Avenue, W of Little Morongo Road	666-360-015				
	Desert Hot Springs, CA	9/15/17	\$1,175,500	18.84	820,670	\$1.43
3	SEC of Industrial Way & Polk Street	763-131-082				
	Coachella, CA	8/5/18	\$3,250,000	28.18	1,227,521	\$2.65
4	N Side of I-10, E of N. Intake Blvd.	857-160-024				
	Blythe, CA	Listing	\$1,080,000	31.28	1,362,557	\$0.79
Subject	S Side of Ice Plant Road, E of E. Broadway Road,					
	Needles, CA	Offer	\$1,338,947	28.21	1,228,828	\$1.09

Although Sale 1 is a very current sale and located immediately adjacent to the subject, the property was improved. I was unable to acquire an estimate of the improvement value but applied a subjective downward adjustment to reflect the fact that the property could be income earning as an interim use. Sales 2 and 3 are the most relevant sales from the Coachella Valley, the nearest Desert region with comparable cannabis related land sales. Both Sale 2 and Sale 3 had power and water in place and required downward adjustment for these features. Listing 4 is the nearest listing to the subject; outside the subject's Needles sub-market area. The listing broker reports that the property has been approved for cultivation use but has yet to attract offers. The following table shows the Summary of Valuation Analysis for the Subject Property:

Summary of Valuation Analysis		Overall
Property	Price/AC	Comparison
Sale 1	\$2.65	Superior
Sale 3	\$2.65	Superior
Sale 2	\$1.43	Superior
Subject Property		
Listing 4	\$.79	Similar

As shown, the value range for the subject property is bracketed between \$.79 per ft.<sup>2</sup> and \$1.43 per ft.<sup>2</sup>. The current offer price of \$1.09 per ft.<sup>2</sup> falls at the lower end of the range; which is an expected result in light of the available data. The fact that a functionally equivalent substitute is available for less than the current offer price suggests that the offer price is slightly above market.

Based upon the available data, I conclude that the market value of the fee simple estate in the subject property via the Sales Comparison Approach is as follows:

### \$1.00 Per ft.<sup>2</sup> x 1,228,828 ft.<sup>2</sup> = \$1,228,828 \$1,230,000 (Rounded) One Million Two Hundred Thirty Thousand Dollars

The undersigned have no personal interest either present or contemplated in the subject property and certify that no fee received or to be received for the employment of my services is in any way contingent upon the opinions reported herein. I hope you find the details of this appraisal report relevant to your decisions. Thank you for the opportunity to be of service.

Respectfully Submitted
CAPITAL REALTY ANALYSTS

Whiha Polcaralla

Michael A. Scarcella, MAI 78100 Main Street, Suite 202

La Quinta, CA 92253

(760) 564-6222

mike@realtyadvisor.com

State Certification No. AG019463 Expiration Date: October 24, 2019

#### Certification

I certify to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional appraisal assistance to the person signing the certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by it's duly authorized representatives.
- As of this report, I Michael A. Scarcella have completed the continuing education program of the appraisal institute.

Michael A. Scarcella, MAI 78100 Main Street, Suite 202 La Quinta, CA 92253

Whiha Whanalla

(760) 564-6222



# Certification and Addendum

mike@realtyadvisor.com State Certification No. AG019463 Expiration Date: October 24, 2019

#### **General Assumptions and Limiting Conditions**

This appraisal has been made with the following general assumptions;

- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- Responsible ownership and competent property management are assumed.
- Information furnished by others is believed to be reliable but no warranty is given for its accuracy.
- All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
- It is assumed that there're no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated in the appraisal report.
- It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been described in the appraisal report.
- It this assumed that all required licenses, certificates of occupancy, consents, other legislative or administrative authority from any local, state, or national government or private entity or organization have or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
- It is assumed that the use of the land and improvements is confined within the boundaries for property lines of the property described that there is no encroachment or trespass unless noted in the report.
- Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

# Certification and Addendum

The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

This appraisal has been made with the following general limiting conditions;

Any allocation of the total value is estimated in this appraisal report between the land and improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and/or invalid if they are.



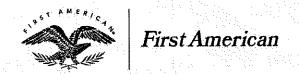
myFirstAm $^{\circ}$ 

**Combined Report** 

, , CA

Property Address:

, CA



# myFirstAm® Property Profile

, , CA

Property Information				
Owner(s):	Needles Redevelopment Agency	Mailing Address:	13 Corporate Plaza Dr #200, Newport Beach, CA	
Owner Phone:	Unknown	Property Address:	, , CA	
Vesting Type:	N/A	Alt. APN:	0186-222-07-0000	
County:	San Bernardino	APN:	0186-222-07-0000	
Map Coord:	271-A5	Census Tract:		
Lot#:		Block:		
Subdivision:	44 - 44	Tract:		
Legal:	Parcel Map 9697 Parcel No 2			

Property	Property Characteristics			
Use:	Vacant Land (Nec)	Year Built / Eff. : /	Sq. Ft. :	
Zoning:		Lot Size Ac / Sq Ft: 28.2065 / 1228674	# of Units:	

Sale / Rec Date:	*\$/Sq. Ft.:	2nd Mtg.:
Sale Price:	1st Loan:	Prior Sale Amt:
Doc No.:	Loan Type:	Prior Sale Date:
Doc Type:	Transfer Date:	Prior Doc No.:
Seller:	Lender:	Prior Doc Type:

# \*\$/Sq.Ft. is a calculation of Sale Price divided by Sq.Feet.

Tax Information	
Imp Value:	Exemption Type:
Land Value:	Tax Year / Area: / 3-006
Total Value:	Tax Value:
Total Tax Amt:	Improved:

Property Profile , , , CA 10/3/2018 Page 1 (of 1)



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**Transaction History** 

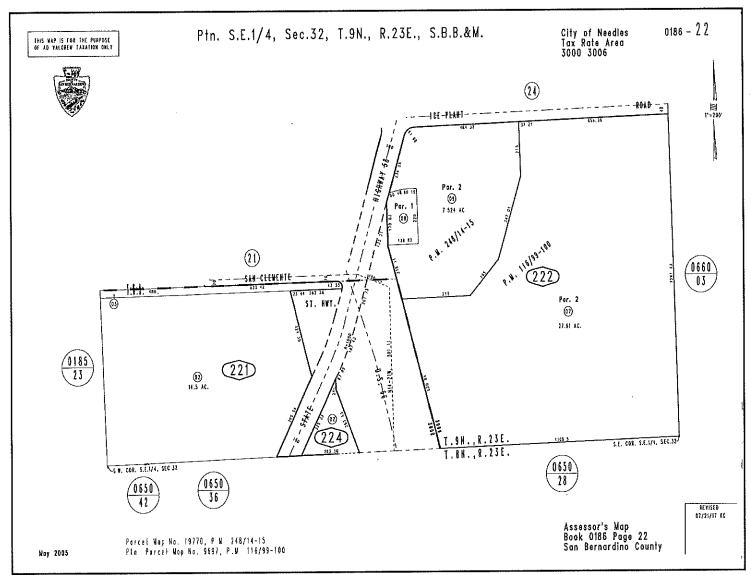
, , CA

There has not been any reported Transaction History records that have occurred on this property since 01/04/1988. For assistance, please contact your local Sales Representative or Customer Service Department.

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Tax Map

, , CA



Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY:THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN. INFORMATION HEREIN.

Tax Map

10/3/2018

Page 1 (of 1)

# **EXHIBIT "D"**

DOF Letter of May 3, 2019

(See Attachment)



May 3, 2019

Ms. Sylvia Miledi, Director of Finance City of Needles 817 Third Street Needles. CA 92363

Dear Ms. Miledi:

Subject: Objection of Oversight Board Action

The City of Needles Successor Agency (Agency) notified the California Department of Finance (Finance) of its January 23, 2019 Oversight Board (OB) Resolution on January 30, 2019. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 2019-13, approving the Agency's sale of real property, is not allowed.

The Agency does not have an approved Long-Range Property Management Plan; therefore, pursuant to HSC section 34191.3, the disposition of Agency-owned property must comply with the requirements of HSC sections 34177 (e) and 34181 (a). HSC sections 34177 (e) and 34181 (a) require the Agency to dispose of properties expeditiously and in a manner aimed at maximizing value.

The property, identified by Assessor's Parcel Number 0186-222-07, is located along the south side of Ice Plant Road, east of East Broadway Street. According to the Real Property Purchase and Sale Agreement and Joint Escrow Instructions (Agreement), the Agency plans to sell the property for \$1,169,905. Therefore, the proposed property disposition complies with HSC sections 34177 (e) and 34181 (a). However, according to Section 7.5.3 of the Agreement, the Agency has the option to purchase the property back from the buyer if the buyer does not construct a building on the parcel within 24 months. Finance notes HSC section 34163 (b) prohibits the Agency from engaging in any redevelopment activities.

Additionally, it is our understanding the Agency intends to use net sale proceeds to fund past shortfalls resulting from insufficient Redevelopment Property Tax Trust Fund distributions and to fund outstanding balances resulting from the Due Diligence Reviews (DDR). Pursuant to HSC sections 34179.5 and 34179.6, DDR balances were unobligated balances available for transfer to affecting taxing entities, which should have been in possession of the Agency at the time of Finance's DDR determinations. Finance further reminds the Agency that pursuant to HSC section 34177 (a) (4), the Agency is required to obtain prior OB approval to make payments for enforceable obligations from sources other than those authorized on a Recognized Obligation Payment Schedule (ROPS). The Agency should comply with HSC section 34177 (e) or HSC section 34177 (a) (4) with respect to the net sales proceeds. For these reasons, as authorized by HSC section 34179 (h), Finance is returning your OB action to the board for reconsideration.

Ms. Sylvia Miledi May 3, 2019 Page 2

Please direct inquiries to Nichelle Jackson, Supervisor, or Cole Chev, Analyst, at (916) 322-2985.

Sincerely,

JENNIFER WHITAKER
Program Budget Manager

cc: Ms. Rainie Torrance, Senior Accountant, City of Needles

Ms. Linda Santillano, Property Tax Manager, San Bernardino County

# EXHIBIT "E"

DOF Letter of August 2, 2019

(See Attachment)



915 L STREET & SACRAMENTO CA & 95814-3706 & www.dof.ca.gov

August 2, 2019

Ms. Sylvia Miledi, Director of Finance City of Needles 817 Third Street Needles, CA 923630

Dear Ms. Miledi:

Subject: Objection of Oversight Board Action

The City of Needles Successor Agency (Agency) notified the California Department of Finance (Finance) of its June 17, 2019 Oversight Board (OB) Resolution on June 20, 2019. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 2019-33 (Resolution), approving the Agency's Amended Purchase Agreement for the sale of real property, is not approved.

The OB action approving the Sale and Purchase Agreement dated October 23, 2018 (Agreement) was previously denied in our letter dated May 3, 2019 because section 7.5.3 of the Agreement included an option for the Agency to purchase the property back from the buyer if the buyer does not construct a building on the parcel within 24 months. However, HSC section 34163 (b) prohibits the Agency from engaging in any redevelopment activities. The OB has now approved an Amendment to remove the Agency's option to repurchase the property pursuant to section 7.5.3 of the Agreement. However, there is no existing valid agreement to amend because the Agreement was previously denied. Consequently, the OB has no authority to approve the Amended Purchase Agreement.

As authorized by HSC section 34179 (h), Finance is returning your OB action to the board for reconsideration.

Please direct inquiries to Nichelle Jackson, Supervisor, or Michael Painter, Analyst, at (916) 322-2985.

Sincerely,

JEMNIFER WHITAKER Program Budget Manager

cc: Ms. Rainie Torrance, Senior Accountant, City of Needles
Ms. Linda Santillano, Property Tax Manager, San Bernardino County

Purchase Agreement and Joint Escrow Instructions
Between the
Successor Agency to the Needles Redevelopment Agency
And
Demira Investment, LLC

(See Attachment)

# PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT is entered into effective as of September 10, 2019 (the "Effective Date"), by and between THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF NEEDLES ("Seller"), and Demira Investment, LLC, a California limited liability company, with right of assignment, ("Buyer"), for acquisition by Buyer of certain real property hereinafter described.

### RECITALS

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

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

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

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

## SECTION 1 PURCHASE AND SALE

- 1.1 <u>Property: Agreement to Purchase Property.</u> Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property in accordance with the terms, covenants and conditions set forth in this Agreement.
- 1.2 <u>Purchase Price</u>. The purchase price of the Property ("Purchase Price") shall be the amount of One Million One Hundred and Sixty Nine Thousand and Nine Hundred and Five Dollars (\$1,169,905.00).
- 1.3 <u>Payment</u>. The Purchase Price will be paid by federal wire transfer to Escrow Agent of immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by "*Escrow Agent*", identified in **Section 9.7.4** below, and executed by Buyer and Seller ("*Closing Statement*").
- 1.4 Amount and Deposit of Earnest Money. No later than 48 hours after the Effective Date, Buyer deposited with Escrow, an earnest money deposit in the amount of **One Hundred Sixteen Nine Hundred and Ninety Dollars (\$116,909.00)** (hereinafter the "Earnest Money"). The Earnest Money shall be deposited in Escrow Agent's non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with Section 4.
  - 1.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS

AGREEMENT, THE CLOSING IS CONDITIONED UPON, THE COUNTY OF SAN BERNARDINO OVERSIGHT BOARD APPROVING THE TRANSACTIONS IN THIS AGREEMENT ("OVERSIGHT BOARD APPROVAL") AND THE STATE OF CALIFORNIA DEPARTMENT OF FINANCE ISSUING A LETTER CONSENTING TO THE TRANSACTIONS IN THIS AGREEMENT ("DEPARTMENT OF FINANCE APPROVAL LETTER"). SELLER WILL USE GOOD FAITH EFFORTS TO OBTAIN SUCH OVERSIGHT BOARD APPROVAL AND LETTER FROM THE DEPARTMENT OF FINANCE. IF THE OVERSIGHT BOARD APPROVAL AND THE DEPARTMENT OF FINANCE APPROVAL LETTER ARE NOT ISSUED WITHIN 230 DAYS AFTER THE EXECUTION OF THIS AGREEMENT THIS AGREEMENT WILL AUTOMATICALLY TERMINATE, BUYER'S DEPOSIT WILL BE RETURNED TO BUYER AND THE PARTIES SHALL HAVE NO FURTHER LIABILITIES OR OBLIGATIONS TO ONE ANOTHER. IT IS ANTICIPATED THAT THE STATE WILL APPROVE OR DISAPPROVE THE SALE WITHIN APPROXIMATELY 120 DAYS AFTER THE CITY'S SUBMITTAL AND THE OVERSIGHT BOARD WILL APPROVE OR DISAPPROVE THE SALE WITHIN 50 DAYS AFTER THE CITY'S SUBMITTAL.

1.6 THE CITY WILL SUBDIVIDE THE PROPERTY TO ALLOW IT TO TAKE TITLE TO THE PROPERTY IDENTIFIED IN **EXHIBIT "B"** ("RETAINED PROPERTY") WHICH HAS BEEN USED AS A PERCOLATION POND ON OR BEFORE THE CLOSING DATE. NO FURTHER REDUCTION IN THE PURCHASE PRICE WILL RESULT FROM THE CITY'S SUBDIVISION AND ACQUISITION OF THE RETAINED PROPERTY AS THE PURCHASE PRICE HAS BEEN ADJUSTED DOWN BY BUYER AND SELLER PRIOR TO THE EXECUTION OF THIS AGREEMENT.

# SECTION 2 ESCROW

- 2.1 <u>Establishment of the Escrow.</u> An escrow for this transaction ("*Escrow*") shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.
- 2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. The Closing of Escrow shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to Section 5.3, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement and any Buyer's Closing instructions. The date for the Closing ("Closing Date") shall be on the tenth day after the expiration of the Due Diligence Period.
- 2.3 <u>Acceptance of Escrow</u>. By accepting this Escrow, Escrow Agent agrees to the terms of this Agreement solely as they relate to the duties of Escrow Agent.
- 2.4 <u>Escrow Instructions</u>. This Agreement constitutes escrow instructions to Escrow Agent. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Escrow Agent's engagement. If there are conflicts between the terms of this Agreement and the terms of the Escrow Agent's standard form printed escrow instructions, the

terms of this Agreement will control.

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

# SECTION 3 INFORMATION TO BE PROVIDED TO BUYER

- 3.1 <u>Seller Deliverables</u>. Within five (5) days of the Effective Date, Seller shall provide, or cause to be provided to Buyer, only the following to Buyer:
- 3.1.1 <u>Preliminary Title Report</u>. A current preliminary title report (the "*Title Report*") for the Property prepared by Escrow Agent. The Title Report will show the vesting title to the Property as of the date of the Title Report and will be accompanied by legible copies of all documents referred to in the Title Report. The Title Report will not show the easement attached hereto as **Exhibit "D"** as it has not been executed and recorded at the time of executing this Agreement. However, the Policy of Title Insurance issued at the Closing will show the easement attached hereto as **Exhibit "D"**.
- 3.1.2 Other documents. All documents specifically referred to in this Agreement requested by Buyer pursuant to this Agreement, including, but not limited to the Deposit Agreement (Exhibit "E").

# SECTION 4 MATTERS RELATING TO THE ESCROW PERIOD

- 4.1 Title and Survey Review.
- 4.1.1 <u>Survey</u>. Buyer may obtain an ALTA survey of the Property (the "Survey") at no cost to Seller provided that to do so does not delay the Closing. In the event Buyer obtains an ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same.
- 4.1.2 <u>Title Review; Cure.</u> Buyer will have ninety (90) days from the Effective Date (the "Title Review Period") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("Buyer's Objection Notice"), either:
- (a) Terminate this Agreement, in which case the Earnest Money shall be returned to Buyer; or
- (b) Provisionally accept title subject to Seller's removal of any disapproved matters, exceptions or objections (the "Disapproved Items"), in which case Seller may, within five (5) days following receipt of Buyer's Objection Notice (the "Title Cure Period"),

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

- (c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this **Section 4.1**, and Buyer need not give any Buyer's Objection Notice as to those items. Seller agrees that all such monetary liens and encumbrances, regardless of the amount, will be released from the Property by Seller at Seller's sole expense on or before the Closing.
- (d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in **Section 4.1.2(b)**, as disclosed by the Title Report within the Title Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement "Approved Title Exceptions" means:
- (i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to **Section 6.2.4 below**);
- (ii) those matters approved or deemed approved by Buyer in accordance with this **Section 4.1** which are disclosed in the Title Report (other than the "standard exceptions") and the Survey, if obtained by Buyer; and
  - (iii) any other matters approved by Buyer in writing.
- (e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in San Bernardino County, California, are referred to herein as the "Title Requirements".
- 4.2 <u>Buyer's Right to Enter and Inspect the Property</u>. From time to time following the Effective Date, Buyer and/or Buyer's representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections, studies.

- 4.2.1 <u>Buyer Restoration and Indemnity.</u> Buyer will restore any physical damage to the Property caused by Buyer's Studies, and will indemnify, defend and hold harmless Seller and Seller's public officials, Council Members and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs caused by Buyer's Studies (unless resulting from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Buyer and/or Buyer's representative will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured prior to entering the Property.
- 4.2.2 <u>Investigation Contingency.</u> Buyer shall have until ninety (90) days following Buyer's receipt of both the San Bernardino County Oversight Board approval and the California Department of Finance Approval Letter to complete the Buyer's inspections and approve or disapprove the Property ("Due Diligence Period"). Buyer's failure to timely approve or disapprove shall be deemed approval. If Buyer disapproves the Property, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer.

# SECTION 5 CLOSING DOCUMENTS; TITLE POLICY

- 5.1 <u>Seller's Closing Documents</u>. On or before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, endorsed and, where appropriate, acknowledged, and will be in form and substance reasonably satisfactory to Buyer, Buyer's legal counsel and Escrow Agent:
  - 5.1.1 Closing Statement. Approval of the estimated Closing Statement.
- 5.1.2 <u>Grant Deed Subject to Easement to City</u>. A Grant Deed conveying the Property to Buyer ("Grant Deed") in the form attached hereto as **Exhibit "C"** with Documentary Transfer Tax Declaration as required by law for all conveyances (RTC 11933, 11932).
- 5.1.3 <u>FIRPTA Affidavit</u>. An affidavit, signed and acknowledged by Seller under penalty of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations.
- 5.1.4 <u>California Withholding Certificate</u>. A duly executed California Franchise Tax Board ("*FTB*") Form 593-C Withholding Certificate and such other documents required by Escrow Agent in order to comply with California withholding requirements.
- 5.1.5 <u>Additional Documents</u>. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to transfer and convey the Property to Buyer and to otherwise close this transaction and issue the Title Policy to Buyer in accordance with the terms of this Agreement.
- 5.2 <u>Buyer's Closing Deliveries</u>. On or before the Closing Date, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and

substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

- 5.2.1 <u>Closing Statement</u>. Approval of the estimated Closing Statement.
- 5.2.2 <u>Preliminary Change of Ownership Report</u>. A Preliminary Change of Ownership Report as required by law.
- 5.2.3 <u>Additional Documents</u>. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to close this transaction in accordance with the terms of this Agreement.
- 5.2.4 <u>Buyer's Closing Funds</u>. The cash portion of the Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.
- 5.3 <u>Title Policy.</u> Closing is contingent upon Escrow Agent's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Escrow Agent's Title Requirements (as defined in **4.1.2(e)** above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those which Seller is obligated to satisfy under this Agreement.

## SECTION 6 CLOSING THE TRANSACTION

- 6.1 <u>Closing Deadline</u>. The Closing shall occur on or before the Closing Date.
- 6.2 Closing Costs and Prorations.
- 6.2.1 <u>Escrow Fees</u>. Seller and Buyer will each pay one-half (1/2) of the Escrow fees.
- 6.2.2 <u>Title Insurance Fees</u>. Seller will pay for the Title Report and the premium for a ALTA standard coverage owners Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, the cost of any endorsements, if requested by Buyer and provided the closing is not delayed as a result.
- 6.2.3 <u>Recording Fees</u>. Seller will pay the recording fees for recording the Quitclaim Deed, the documentary transfer tax and any County or City transfer tax, and all title clearance costs to remove liens, encumbrances or other title matters which are Seller's responsibility.
- 6.2.4 <u>Prorations</u>. Seller is responsible for paying all taxes, assessments, fees, and other charges for years prior to the year of Closing and any supplemental taxes attributable to periods prior to Closing. All such items due and payable in the year of the Closing will be prorated in Escrow as of Closing, based upon the most current information then available to Escrow Agent. If, at the Closing, actual tax or assessment information is not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual tax or assessment

information, Buyer and Seller will re-prorate real estate taxes and assessments among themselves and make any necessary adjusting payments.

- 6.2.5 <u>Miscellaneous Closing Costs</u>. Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or, in the absence of such agreement, according to the usual and customary practice in San Bernardino County, California.
- 6.3 <u>Seller's Obligation to Deposit Additional Funds</u>. Seller hereby authorizes Escrow Agent to use so much of proceeds otherwise payable to Seller at Closing as is necessary to pay all costs and other amounts payable by or otherwise chargeable to Seller pursuant to this Agreement.
- 6.4 <u>Buyer's Obligation to Deposit Additional Funds</u>. On or before the Closing Date, Buyer will deposit with Escrow Agent cash in an amount sufficient to pay all costs and other amounts payable by or otherwise chargeable to Buyer pursuant to this Agreement.

## SECTION 7 ADDITIONAL COVENANTS

- 7.1 Possession. At the Closing, Seller shall deliver possession of the Property to Buyer.
- Risk of Loss. Except as to any matter caused by the act, omission, negligence or willful misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in Section 4.2 and Section Error! Reference source not found.; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a Third Party will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, the parties agree that if such loss is greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. In the event the loss or damage to Property is less than ten percent (10%) of the Purchase Price, Seller may repair the damage prior to the Closing. In the event Seller does not make the repairs to Buyer's reasonable satisfaction, Buyer shall be entitled to a reduction in the purchase price or an assignment of insurance proceeds, if any, in an amount equal to the loss or damage.
- 7.3 Condemnation. If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "Condemnation Notice") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this Section 7.3 the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent, (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall pay the entire award to Escrow Agent to be held in Escrow pending (i) the Closing, in which case the award shall be credited against the Purchase

Price due at Closing, or (ii) termination of this Agreement for any other reason, in which case the award shall be disbursed to Seller.

7.4 <u>Brokerage</u>. Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other Person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement. If any Person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any Claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.

## 7.5 Property Sold "As Is".

- 7.5.1 <u>Limitation of Seller Representations and Warranties</u>. Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. Except for Seller's express representations and warranties set forth in this Agreement (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.
- 7.5.2 <u>Buyer Waiver and Release</u>. Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for those particular representations and warranties expressly provided in this Agreement. Except for Claims related to breach of Seller's express representations and warranties in this Agreement. Buyer, for Buyer and Buyer's successors and assigns, hereby releases Seller from, and waives any and all Claims and liabilities against Seller for, related to, or in connection with, any environmental or physical condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, but not limited to, Claims and/or liabilities relating to (in any manner whatsoever) any Hazardous Substances, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all Claims or causes of action (actual or threatened) based upon, in connection with, or arising out of any Environmental Law, or any other

claim or cause of action including any federal or state based statutory, regulatory or common law cause of action related to environmental matters or liability with respect to, or affecting, the Property. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of, or curative action to be taken with respect to, any Hazardous Substances or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by, or on behalf of, Seller, its agents and employees with respect thereto, other than such representations and warranties of Seller as are expressly set forth in this Agreement.

7.5.3 Easement Agreement for Ice Plant Road. Buyer will execute a recordable Easement Agreement for Ice Plant Road prior to the Closing which shall be recorded with the San Bernardino Recorder's Office concurrently with the Grant Deed, at the Closing in the form attached hereto as **Exhibit "D.** 

# SECTION 8 REMEDIES

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

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



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

### SECTION 9 GENERAL PROVISIONS

- 9.1 <u>Assignment</u>. This Agreement may not be assigned in whole or part without the express written consent of both parties. However, Buyer shall have the right to assign this Agreement to an affiliated entity to be formed by Buyer, without Seller's written consent, by providing notice to Seller provided that the original party shall remain liable hereunder.
- 9.2 <u>Binding Effect</u>. The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns, including, without limitation, all members of Seller irrespective of any dissolution of Seller after execution of this Agreement or after consummation of a Closing.
- 9.3 <u>Attorneys' Fees</u>. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court.
- 9.4 <u>Waivers</u>. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.
- 9.5 <u>Construction</u>. This Agreement will be construed according to the laws of the State of California, without giving effect to its conflict of laws principles. References in this Agreement to "Sections" are to the Sections in this Agreement, unless otherwise noted. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had an equal role in its negotiation and preparation.
  - 9.6 Time of the Essence. Time is of the essence of this Agreement.
  - 9.7 Notices.
- 9.7.1 Any demand, notice or communication required or permitted to be given under this Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services ("Overnight Delivery"), or (d) when transmitted by e-mail or telephone facsimile (provided that such Notice is confirmed on the same day by sending a copy to the addressee(s) by Overnight Delivery), in each case addressed to the parties at their respective addresses set forth below (or to such other address as the Parties hereto may designate by notice in the manner set forth herein). Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

### 9.7.2 Notice to Seller shall be sent to:

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

9.7.3 Notice to Buyer shall be sent to:

Mr. Hooman Davoodi
Demira Investment, LLC, a California limited liability company
1416 Lachman Lane
Pacific Palisades, CA 90272

9.7.4 Notice to Escrow Agent shall be sent to:

Fidelity National Title 3640 Highway 95
Bullhead City AZ 86442
Fax: 928 763 4434
Jill.Jackson@fnf.com

- 9.7.5 Each party may change their address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.
- 9.8 <u>Further Documentation</u>. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.
- 9.9 <u>Time Periods</u>. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to "days" shall mean calendar days unless the Agreement expressly states "business" days.
- 9.10 No Third Party Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto and no such Person shall have any right or cause of action hereunder.
- 9.11 <u>Headings and Counterparts</u>. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

9.12 Entire Agreement. This Agreement, which includes the Exhibits constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Buyer and Seller. The Purchase Agreement and joint Escrow Instructions dated October 23, 2018 as amended March 26, 2019 between Buyer and Seller shall terminate and be superseded upon the execution of this Agreement.

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

SELLER: SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF NEEDLES	BUYER:
By:	By: Name: Hooman Davoodi Demira Investment, LLC, a California limited
Its:	liability company Title: Managing Member
Date:	Date: 9/5/19
ATTEST:  Dale Jones, Secretary	
APPROVED AS TO FORM:	
SBEMP LLP	
John O. Pinkney SARDA Legal Counsel	
ACCEPTED AND AGREED TO SOLELY FOR PURPOSES OF ACTING AS ESCROW AGENT:	
Ву:	

## **EXHIBIT A**

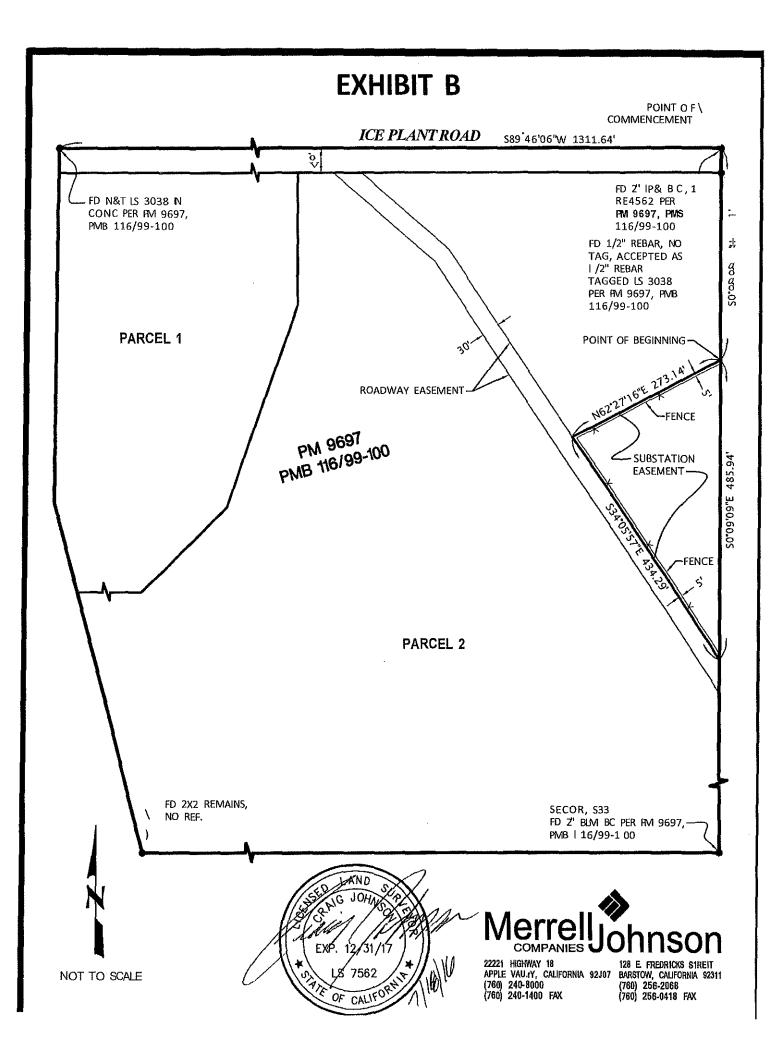
## LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Needles, County of San Bernardino, State of California, described as follows:

PARCEL 2 OF PARCEL MAP 9697, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 116, PAGES 99 AND 100, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0186-222-07-0-000

# **EXHIBIT "B"** (ATTACH DIAGRAM OF RETAINED PROPERTY")



### **EXHIBIT "A"**

### SUBSTATION EASEMENT

All that real property lying within Parcel 2 of Parcel Map No. 9697, recorded in Book 116, Pages 99 and 100 of Parcel Maps, located within the City of Needles, County of San Bernardino, State of California:

Commencing at the Northeast Corner of said Parcel 2, said point also being the Easterly terminus of the Northerly line of Ice Plant Road, being 40.00 feet wide, as shown on said Parcel Map; thence South 00°09′09″ East along the East line of said Parcel 2, a distance of 343.01 feet to the Point of Beginning; thence South 00°09′09″ East continuing along the East line of said Parcel 2, a distance of 485.94 feet to a point on the Northeasterly line of a 30.00 foot wide ingress/egress roadway easement to the City of Needles; thence North 34°05′57″ West along said Northeasterly line, a distance of 434.29 feet; thence North 62°27′16″ East, a distance of 273.14 feet to the Point of Beginning.

Above described easement contains 1.35 acres more or less.

LS 7562
EXP.12-31-17
\*

OF CALIFORNIA

Craig Johnson / PLS 7562

Exp. 12/31/17

Date

EXHIBIT "C" (GRANT DEED)			
MAIL TAX STATEMENTS AND RECORDED DEED TO:			
APN: # 0186-222-07 SF Documentary Transfer Tax:	PACE ABOVE THIS LINE RECORDER'S USE		

### GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF NEEDLES ("Grantor"), hereby grants to Demira Investment, LLC a California Limited Liability Company ("Grantee"), the following described real property in the City of Needles, County of San Bernardino, State of California, together with (i) all rights, privileges and appurtenances belonging or appertaining thereto and (ii) all right, title and interest of Grantor in and to any street or alley, opened or proposed, abutting such real property:

See Exhibit "A" attached hereto and incorporated herein by reference.

Dated:	, 2019
GRANTOR:	
SUCCESSOR AGENCEDEVELOPMENT OF NEEDLE	NT AGENCY OF THE
Ву:	
Date:	

# ACKNOWLEDGMENT OF NOTARY PUBLIC

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

State of California	) ) SS.	
County of San Bernardino		
On	, 2018 before me,	who proved
Notary Public, personally ap	opeared	who proved
subscribed to the within instr same in his/her/their-authoriz	rument and acknowledged azed capacity(ies), and that	te person(s) whose name(s) is/are to me that he/she/they executed the by his/her/their signature(s) on the which the person(s) acted, executed
I certify under PENALTY Of foregoing paragraph is true as		s of the State of California that the
WITNESS my hand and office	cial seal.	
Signature		(Seal)
Notary Public		

# **EXHIBIT "A" TO GRANT DEED**

Real property in the City of Needles, County of San Bernardino, State of California, described as follows:

PARCEL 2 OF PARCEL MAP 9697, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 116, PAGES 99 AND 100, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0186-222-07-0-000

# EXHIBIT "D" MAIL TAX STATEMENTS AND RECORDED DEED TO: SPACE ABOVE THIS LINE RECORDER'S USE No Documentary Transfer Tax: Government Agency is Transferee R&T 11922 **GRANT OF EASEMENT** This Grant of Easement ("Easement Agreement") is made and entered into this day of \_2018, by and between \_\_\_\_\_ ("Grantor") and the City of Needles ("Grantee"). RECITALS Grantor acquired certain real property from the Successor Agency of the City of Á. Needles which is described in Exhibit "A" ("Grantor Property") subject to the condition precedent that it grant an easement to Grantee for a right of way over the real property described in Exhibit "B" attached hereto and made a part hereof by this reference. **AGREEMENT** Right of Way. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to Grantee and its successors and assigns, an exclusive, right of way over the portion of the Grantor Property described in Exhibit "B". IN WITNESS WHEREOF, the parties have executed this Grant of Easement as of the Effective Date set forth above. **GRANTOR:** By:\_\_\_\_\_

Date:

# ACKNOWLEDGMENT OF NOTARY PUBLIC

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

State of California	)	
	) SS.	
County of San Bernardino	)	<b>V</b>
_		
On	, 2019 before me,	, Notary
Public, personally appeared		who proved to me on
within instrument and ack his/her/their—authorized cap	nowledged to me that h pacity <del>(ies)</del> , and that by	ose name(s) is/are subscribed to the se/she/they executed the same in his/her/their signature(s) on the which the person(s) acted, executed
I certify under PENALTY O foregoing paragraph is true a		vs of the State of California that the
WITNESS my hand and offi	cial seal.	
Cianatura		(Cool)
Notary Public		(Seal)
NOBEV PUDDE		

# Exhibit "B" To Grant of Easement (Attach Legal Description and Plat of Right Of Way)

### **EXHIBIT "A"**

#### ROADWAY EASEMENT

All that real property lying within Parcel 2 of Parcel Map No. 9697, recorded in Book 116, Pages 99 and 100 of Parcel Maps, located within the City of Needles, County of San Bernardino, State of California, being a strip of land 30.00 feet wide lying 15.00 feet on each side of the following described centerline:

Commencing at the Northeast Corner of said Parcel 2, said point also being the Easterly terminus of the Northerly line of Ice Plant Road, being 40.00 feet wide, as shown on said Parcel Map; thence South 89°46′06″ West along the North line of said Parcel 2, a distance of 614.28 feet; thence South 00°13′54″ East perpendicular to aforesaid course, a distance of 40.00 feet to a point on the South line of Ice Plant Road and the Point of Beginning; thence South 49°26′26″ East, a distance of 205.79 feet; thence South 34°05′57″ East, a distance of 820.60 feet more or less to a point on the East line of said Parcel 2 and the Point of Terminus; said point bears South 00°09′09″ East, a distance of 855.81 feet from said point of commencement, being the Northeast Corner of said Parcel 2.

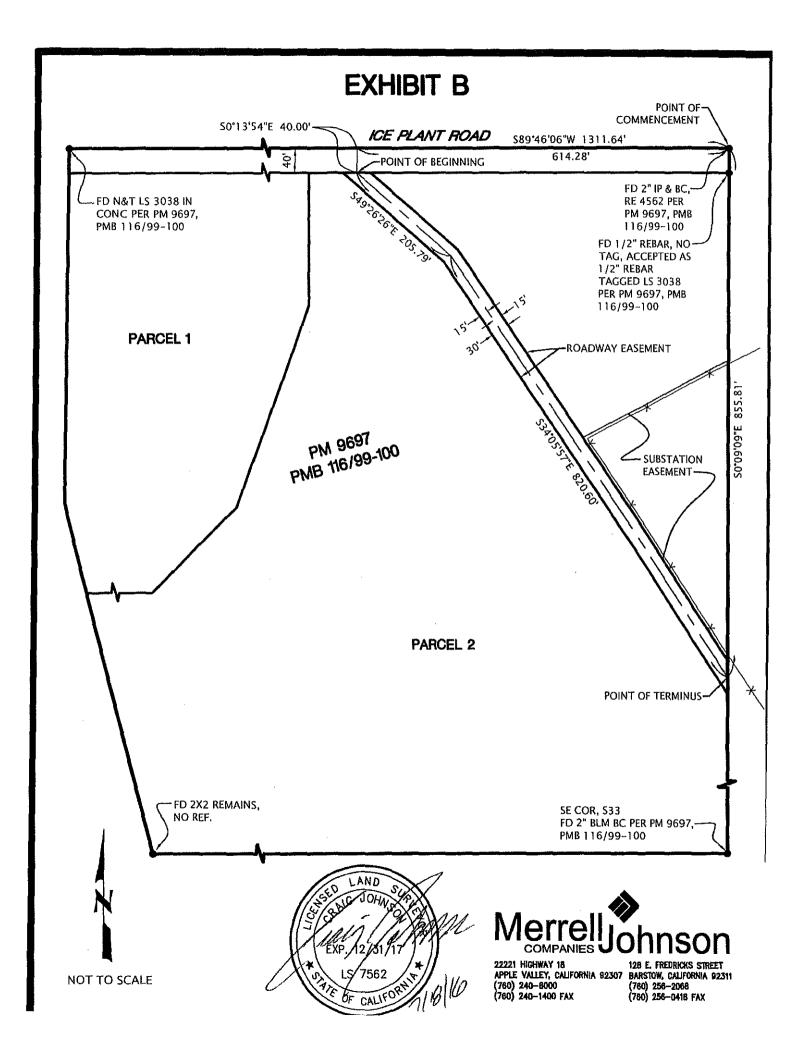
The sidelines of said 30.00 foot strip of land shall be lengthened or shortened so as to originate and/or terminate on the South line of said Ice Plant Road as shown on said Parcel Map and on said East line of said Parcel 2.

LS 7562
Exp.12-31-11 \*

Eraig Johnson / PLS 7562

Date

Exp. 12/31/17



### Exhibit E

#### DEPOSIT AGREEMENT

This Deposit Agreement (this "Agreement"), dated as of October \_\_\_, 2019 is made by and between the Needles Public Utility Authority (the "Authority") and Demira Investment, LLC, a California limited liability company (the "Developer").

### BACKGROUND

- A. Developer plans to entitle and build a project ("Project") on certain real property ("Property") described in **Exhibit "A"** and wishes to assist financially in completing certain related electrical facilities that will provide electrical service to the Project;
- B. The Property is not currently served with electrical power needed for the Project, and Developer wishes to provide financial assistance ("Financial Assistance") to the Authority to construct various electrical facilities as described in **Exhibit "B"** ("Facilities") needed to provide electrical service to the Project and other properties.
- C. Because of the significant distance between the Property and the Authority's existing electrical infrastructure, the Facilities will be designed to serve more than only the Property, and will serve other properties as well.
- D. The Developer wishes to provide the Authority with the Financial Assistance, notwithstanding the fact that it exceeds Developer's "fair share" of the cost of the Facilities because otherwise the Facilities would not be built in the timeframe required by Developer or they may never be built.
- E. The Authority will perform engineering work, purchase equipment and perform or cause to performed improvements needed to plan, design and build the Facilities.
- F. To support the development of the Facilities Developer is willing to provide funds to the Authority to ensure payment of any and all costs incurred by the Authority.
- G. The Authority and the Developer now desire to specify the terms of the deposit of the Developer assistance related to the Facilities.

#### AGREEMENT

In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Developer agree as follows:

- 1. <u>Deposits</u>. The Developer hereby agrees to make the following deposits for the payment of Authority Costs (collectively, the "Deposits").
  - (a) <u>Initial Deposit of Authority Costs</u>. At the time of executing this Agreement, the Developer will deposit with the Authority the amount of One Million Dollars

(\$1,000,000.00) "Deposit" applicable to Authority Costs, as defined below. The Deposit will reserve up to 10.00 Megawatts of electrical capacity for the Project at such time as the necessary infrastructure to the project has been completed. However, no guaranty that electrical service will be available to the Project is made by this Agreement. If the Project requires additional Megawatts of power availability the Deposit will be increased accordingly. Developer will apply for administrative approvals required to construct the Project within 12 months of the date of this Agreement. If the Developer fails to apply for the administrative approvals required for the Project within 12 months from the date of this Agreement, the Deposit shall be non-refundable. At such time as the Authority delivers a binding will serve letter to the Developer for the Project, on the Utility's standard form as determined by Authority in its sole discretion, the Deposit shall be fully earned and nonrefundable except as specifically provided to the contrary in this Agreement. If the Developer submits applications for administrative approvals for a cultivation facility and if City or NPUA arbitrarily deny the same or of electrical service is not available to the Project the Deposit will be refunded to Developer. As used in this Agreement, "Authority Costs" means all costs incurred by the Authority and/or City in connection with the construction of the Facilities for administration, management, design, engineering, equipment, supplies, construction and improvements and to pay the Development Impact Fee (as defined below) including without limitation the following:

- (i) Fees and expenses of any Authority staff, consultants, engineers, engaged by the Authority in connection with the Facilities, legal counsel, financial and management advisors;
- (ii) Technical studies, environmental analysis, economic impact reports and any and all other actual costs and expenses incurred by the Authority that the Authority deems necessary in connection with the planning, design and construction of the Facilities;
  - (iii) The costs and expense of implementing this Agreement.
- (b) The Authority shall not be obligated to pay or advance any of its own funds to pay Authority Costs.
- (c) <u>Deposit Limit</u>. In no event shall the amount of Deposits made by Developer under this Agreement be required to exceed a total amount of \$1,000,000.00 unless further agreed to by written consent of both parties.
- 2. <u>Reservation of Discretion to Approve the Project or Impose Development Impact Fees;</u> Potential Reimbursement.

It is anticipated that Developer will submit applications for land use entitlements for the Project, and whether the Authority and City desire to pursue implementation of the Project will be presented to the Authority Board, Planning Commission and/or City Council for consideration subject to their full legal discretion. In the future, the Authority may, but is not required to, impose a development impact fee ("Development Impact Fee") which is intended to recover from developers of certain discretionary projects their fair share of the cost of electrical infrastructure (which may include the Facilities) and reimburse Developer for some portion of the Deposit in

excess of the Developer's fair share for such electrical infrastructure facilities, as determined by Authority in its sole discretion. However notwithstanding the forgoing, the Authority and the City shall have no obligation to impose the Development Impact Fee or to reimburse any portion of the Deposit to the Developer hereunder if the appropriate Development Impact Fee is not imposed and collected. It is also possible that future development in the City may, but will not be required to, contribute additional sums for the development and construction of electrical infrastructure in excess of such developer's fair share and which may also be in excess of the amount budgeted by the Authority for electrical infrastructure. If the Authority determines that possesses funds in excess of its budgeted needs from developers who have paid in excess of their fair share for infrastructure, Authority may, but is not required to, reimburse some portion of the Deposit in excess of the Developer's fair share for the same based on an equitable formula as determined by Authority in its sole discretion. The Parties understand that the City and Authority reserve the right to exercise their full, complete and unfettered discretion as to all matters which it is, by law, entitled or required to exercise in its discretion including, but not limited to the following:

- (a) <u>Discretion Regarding the Project</u>. The Parties understand that City and Authority have the complete and unfettered discretion to approve or disapprove the Project and/or Development Impact Fee or pursue implementation of the Development Impact Fee and Project with Developer. Developer acknowledges and agrees that all expenses and costs that it may incur as a result of this Agreement are its sole obligation and responsibility and incurred at Developer's sole risk.
- (b) No Pre-Commitment by City. By its execution of this Agreement, City and Authority do not commit themselves or agree to undertake any activity requiring the subsequent exercise of discretion by Authority, Authority Board, City or City Council, including but not limited to, the approval and execution of any contract or other instrument, the approval of any development proposal for the development of any public or private interest in real property, or any other such act or approval. Authority's execution of this Agreement is merely an agreement to commence the planning, design and construction of Facilities according to the terms hereof, reserving final discretion and approval by City as to any proposed project and Development Impact Fee and their implementation, and all proceedings and decisions in connection therewith. Nothing herein shall obligate Authority, Authority Board, City or City Council to exercise their discretion in any particular manner, and any exercise of discretion reserved hereunder or required by law shall not be deemed to constitute a breach of the Authority's duties under this Agreement.
- (c) <u>Will Serve Letter</u>. The only binding agreement to serve the properties in question with electrical or other utilities will be pursuant to a "will serve" letter issued by, and subject to the discretion of, the Authority. Will serve letters will contain terms and conditions deemed appropriate by the Authority and will be subject requirements deemed appropriate by the Authority including but not limited to the following:
  - Completed and accepted land use entitlement application,
  - · Completed and accepted Regulatory License application,
  - Payment of on-site facilities as determined by the Authority, and
  - Deposits for system improvements covered by this Deposit Agreement.
- 3. Term; Termination. This Agreement shall continue for a period of ten years unless extended

by mutual agreement of the parties and approved by the City Council. This Agreement shall terminate upon the earlier of the following: (i) the Project has been reviewed, processed, and approved and all permits have been issued and all required implementing agreements and actions have been completed or (ii) the Project has been disapproved or otherwise terminated.

- 4. Deposit Agreement Not Debt; Limitation of Liability. This Deposit Agreement does not constitute a debt or liability of the Authority nor the City. No member of the Authority Board or City Council and no officer, employee or agent of the Authority or City shall to any extent be personally liable hereunder. Developer acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Deposit, that its obligation to pay the Deposit is an essential term of this Agreement and is not severable from City's obligations and Owner's rights to be acquired hereunder, and that Owner expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of the Deposit on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 et seq.), or otherwise. In addition to any other remedy set forth in this Agreement for Owner's default, if Owner shall fail to timely pay any portion of the Deposit when due City shall have the right to withhold issuance of any further building permits, occupancy permits, or other development or building permits for the Project.
- 5. <u>Indemnification</u>. The Developer hereby agrees to assume the defense of, indemnify and hold harmless the Authority and City, and each of their councils, boards, members, officers, employees and agents, from and against all actions, claims or proceedings of every type and description to which they or any of them may be subjected or put, by reason of, or arising out of, any acts or omissions of the Developer or any of its members, officers, employees, contractors or agents in connection with the negotiation and approval of the Project or the Facilities. The Authority shall promptly notify the Developer of any such claim, action or proceeding, and the Authority and City shall cooperate in the defense thereof.

### 6. Delivery of Materials.

- (a) <u>Work Product</u>. Upon request, Authority shall deliver to Developer copies of all plans, studies, reports or analyses ("Work Product") undertaken and paid for by Deposit funds, whether in draft or final form. Authority shall have no obligation to disclose any documents, information or correspondence that are protected by attorney/client privilege, or for which Authority is prevented from disclosing by any confidentiality obligation, contractual or otherwise, or which is forbidden from disclosure by any applicable state or federal law or regulation.
- (b) Reports. At such time as the Authority may request an increase in the Deposit as allowed above, the Authority shall also deliver to Developer a reasonably detailed report describing the Authority's expenditures of the Deposits through the date of the request and any Work Product produced as a result of such expenditures.
- 7. <u>Severability</u>. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

- 8. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement may not be assigned by either of the parties hereto without the written consent of the other party.
- 9. <u>Waiver.</u> Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.
- 10. <u>Amendments</u>. Amendments to this Agreement shall be made only by written instrument executed by each of the parties hereto.
- 11. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 12. <u>Entire Agreement</u>. This Agreement contains the entire understanding among the Partners and supersedes any prior written or oral agreements between them regarding the subject matter contained in this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Partners relating to the subject matter of this Agreement that are not fully expressed in this Agreement.
- 13. <u>Attorney's Fees</u>. If any action at law or in equity, including an action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.
- 14. <u>Governing Law.</u> All questions with regard to the construction of this Agreement and the rights and liabilities of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first mentioned above.

NEEDLES PUBLIC UTILITY AUTHORITY	(Applicant/Applicant-ELC)
	Ву:
By:	Name: Hooman Davoodi
Name:	Demira Investment, LLC, a California
Title:	limited liability company
	Title: Managing Member

# **EXHIBIT "A"** (ATTACH DESCRIPTION OF REAL PROPERTY)

## **EXHIBIT A**

## **LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the City of Needles, County of San Bernardino, State of California, described as follows:

PARCEL 2 OF PARCEL MAP 9697, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 116, PAGES 99 AND 100, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0186-222-07-0-000

# **EXHIBIT "B"** (DESCRIPTION OF FACILITIES)

69Kv Rebuild construction of the Mohave Line Construction of Substation near Ice Plant Road 69kV Construction inter-tie from Yoney Substation to South Hwy 95 Substation Construction of South Hwy 95 Substation Construction of an intertie from Eagle Pass Substation to South Hwy 95 Substation

# REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTYWIDE OVERSIGHT BOARD AND RECORD OF ACTION

October 10, 2019

### **FROM**

RICHARD A. DANIELS, City Manager/Executive Director, Successor Agency to the Redevelopment Agency of the City of Needles

### **SUBJECT**

Purchase Agreement for the Sale of Property by the Successor Agency to Redevelopment Agency of the City of Needles to Demira Investment, LLC

### RECOMMENDATION(S)

Adopt **Resolution No. 2019-39** approving the Purchase Agreement for the sale of property located within the City of Needles, more particularly identified as Assessor's Parcel Number 0186-222-07 to Demira Investment, LLC.

(Presenter: Steven Dukett, Consultant to the City of Needles, (714) 923-3542)

### BACKGROUND INFORMATION

The Successor Agency to the Redevelopment Agency of the City of Needles (Successor Agency) does not have a Department of Finance (DOF) approved Long Range Property Management Plan (LRPMP). In lieu of an approved LRPMP, the San Bernardino Countywide Oversight Board (CWOB) is the authorized body to review and act on a request for real property disposition by the Successor Agency. The subject property is an approximately 28.2-acre vacant lot (approximately 1,228,362 square feet) and includes an approximately 58,923 square foot portion of an active use percolation pond for the City of Needles' wastewater plant and is located east of I-40 and southeast of SR 96 on Ice Plant Road identified as Assessor's Parcel Number (APN) 0186-222-07 (Property).

On January 23, 2019, the CWOB adopted Resolution No. 2019-13 approving the original Purchase Agreement and Escrow Instructions (Purchase Agreement) between the Successor Agency and Mr. Hooman Davoodi (Buyer) with respect to the sale of the Property for its market value of \$1,169,905. The Successor Agency submitted CWOB Resolution No. 2019-13 to DOF for its review and consideration. Based on DOF's review of CWOB Resolution No. 2019-13 and the Purchase Agreement, DOF requested that the provisions within Section 7.5.3 of the Purchase Agreement that would permit the Successor Agency to repurchase the Property, if the Buyer did not meet certain conditions within the Purchase Agreement, be removed. On April 10, 2019, the Successor Agency submitted the Amended Purchase Agreement to DOF for approval. On April 30, 2019, DOF informed the Successor Agency that the Amended Purchase Agreement was acceptable, subject to DOF receiving a CWOB resolution confirming its approval of the Amended Purchase Agreement and in its May 3, 2019 letter, DOF denied CWOB Resolution No. 2019-13 and requested that the CWOB reconsider the matter.

On June 17, 2019, the CWOB approved Resolution No. 2019-33, which approved the Amended Purchase Agreement and the Successor Agency submitted CWOB Resolution No. 2019-33 to DOF for its review and consideration. On August 2, 2019, DOF: i) denied CWOB Resolution No. 2019-33 on the basis that DOF staff believes that when it denies a resolution approving an agreement, that denial by inference means the agreement itself becomes null and void; and ii)

Purchase Agreement for the Sale of Property by the Successor Agency to Redevelopment Agency of the City of Needles to Demira Investment, LLC October 10, 2019

DOF staff instructed Successor Agency staff to present a new Purchase Agreement without Section 7.5.3. To finalize the disposition of the Property, a replacement Purchase Agreement is being submitted for approval by the CWOB in order to be submitted to DOF for approval.

On September 10, 2019, the Successor Agency approved the Purchase Agreement with Demira Investment, LLC, which is the legal entity managed by the Buyer that will take title to the Property. The Successor Agency is committed to distribute the net proceeds of sale to the County Auditor-Controller for distribution to the affected taxing entities.

It is recommended that the CWOB adopt the attached Resolution: i) approving the Purchase Agreement with respect to the Successor Agency's sale of the Property to Demira Investment, LLC; and ii) confirming the Successor Agency's commitment to distribute the proceeds of sale to the County Auditor-Controller for distribution to the effected taxing entities.

### **ATTACHMENTS**

Attachment A - Resolution

Attachment B - May 3, 2019 DOF Denial Letter

Attachment C - August 2, 2019 DOF Denial Letter

Attachment D - Purchase Agreement

Attachment E - Taxing Entity Share

### **REVIEW BY OTHERS**

This item has been reviewed by Community Development and Housing Agency on September 17, 2019 and San Bernardino Countywide Oversight Board Legal Counsel on September 19, 2019.

Purchase Agreement for the Sale of Property by the Successor Agency to Redevelopment Agency of the City of Needles to Demira Investment, LLC October 10, 2019

Record of Action of the San Bernardino Countywide Oversight Board

### **APPROVED**

Moved: Richard DeNava Seconded: Kenneth Miller

Ayes: Richard DeNava, Kenneth Miller, Cindy Saks, Mario Vasquez, Acquanetta Warren, David

Wert

Absent: Lawrence Strong

Lynna Monell, SECRETARY

DATED: October 10, 2019



cc: File-San Bernardino Countywide Oversight Board

dlc 10/10/2019

#### **RESOLUTION NO. 2019-39**

#### RESOLUTION OF THE SAN BERNARDINO COUNTYWIDE OVERSIGHT BOARD APPROVING THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF NEEDLES' PURCHASE AGREEMENT FOR THE SALE OF REAL PROPERTY

On Thursday, October 10, 2019, on motion of San Bernardino Countywide Oversight Board Member Richard DeNava, duly seconded by San Bernardino Countywide Oversight Board Member Kenneth Miller and carried, the following resolution is adopted by the San Bernardino Countywide Oversight Board, State of California.

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Needles (Successor Agency) does not have a Department of Finance (DOF) approved Long Range Property Management Plan (LRPMP); and

WHEREAS, in lieu of an approved LRPMP, the San Bernardino Countywide Oversight Board (CWOB) is the authorized body to review and act on a request for real property disposition by the Successor Agency; and

WHEREAS, the subject property is an approximately 28.2-acre vacant lot (approximately 1,228,362 square feet) and includes an approximately 58,923 square foot portion of an active use percolation pond for the City of Needles' wastewater plant and is located east of I-40 and southeast of SR 96 on Ice Plant Road identified as Assessor's Parcel Number (APN) 0186-222-07 (Property); and

WHEREAS, on January 23, 2019, the CWOB adopted Resolution No. 2019-13 approving the original Purchase Agreement and Escrow Instructions (Purchase Agreement) between the Successor Agency and Mr. Hooman Davoodi (Buyer) with respect to the sale of the Property for its market value of \$1,169,905; and

WHEREAS, the Successor Agency submitted CWOB Resolution No. 2019-13 to DOF for its review and consideration; and

WHEREAS, based on its review of CWOB Resolution No. 2019-13 and the Purchase Agreement, DOF requested that the provisions within Section 7.5.3 of the Purchase Agreement that would permit the Successor Agency to repurchase the Property, if the Buyer did not meet certain conditions within the Purchase Agreement, be removed; and

WHEREAS, pursuant to DOF's direction, on March 26, 2019, the Successor Agency and the Buyer entered into an Amended Purchase Agreement and Joint Escrow Instructions (Amended Purchase Agreement) that deleted the provisions within the Purchase Agreement to which DOF objected; and

WHEREAS, on April 10, 2019, the Successor Agency submitted the Amended Purchase Agreement to DOF for approval; and

WHEREAS, on April 30, 2019, DOF informed the Successor Agency that the Amended Purchase Agreement was acceptable, subject to DOF receiving a CWOB resolution confirming its approval of the Amended Purchase Agreement; and

WHEREAS, DOF also indicated that the CWOB resolution must confirm the Successor Agency's commitment to distribute the net proceeds of sale to the County Auditor-Controller for distribution to the affected taxing entities; and

WHEREAS, in its May 3, 2019 letter, DOF denied CWOB Resolution No. 2019-13 and requested that the CWOB reconsider the matter; and

WHEREAS, on June 17, 2019, the CWOB approved Resolution No. 2019-33, which approved the Amended Purchase Agreement; and

WHEREAS, the Successor Agency submitted CWOB Resolution No. 2019-33 to DOF for its review and consideration; and

WHEREAS, on August 2, 2019, DOF: i) denied CWOB Resolution No. 2019-33 on the basis that DOF staff believes that when it denies a resolution approving an agreement, that denial by inference means the agreement itself becomes null and void; and ii) DOF staff instructed Successor Agency staff to present a new Purchase Agreement without Section 7.5.3; and

WHEREAS, although requested by Needles staff, DOF has not provided or identified any basis to confirm the legal validity of the views of DOF's staff as delineated in the foregoing recital, which such views are not appealable; and

WHEREAS, to finalize the disposition of the Property, a replacement Purchase Agreement needs to be approved by the CWOB and submitted to DOF for approval; and

WHEREAS, on September 10, 2019, the Successor Agency approved the Purchase Agreement with Demira Investment, LLC, which is the legal entity managed by the Buyer that will take title to the Property; and

WHEREAS, the Successor Agency is committed to distribute the net proceeds of sale to the County Auditor-Controller for distribution to the affected taxing entities.

NOW, THEREFORE, the San Bernardino Countywide Oversight Board hereby resolves, determines and orders as follows:

- Section 1. The foregoing recitals are true and correct.
- Section 2. The Purchase Agreement and Escrow Instructions between the Successor Agency and the Buyer for the Property is approved and subject to the terms of this Resolution.
- Section 3. The Successor Agency shall cause the net proceeds from the sale of the Property to be distributed to the County Auditor-Controller for distribution to the affected taxing entities.
- Section 4. The Successor Agency to the Redevelopment Agency of the City of Needles' Purchase Agreement for the Sale of Real Property in the form presented, together with such changes thereto as may be approved by the San Bernardino Countywide Oversight Board, are hereby approved.
- Section 5. This resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the San Bernardino Countywide Oversight Board, State of California, by the following vote:

AYES: OVERSIGHT BOARD MEMBER: Richard DeNava, Kenneth Miller, Cindy Saks, Mario Vasquez,

#### Acquanetta Warren, David Wert

NOES: OVERSIGHT BOARD MEMBER: None

ABSENT: OVERSIGHT BOARD MEMBER: Lawrence Strong

STATE OF CALIFORNIA ) ss. COUNTY OF SAN BERNARDINO )

I, LYNNA MONELL, Secretary to the San Bernardino Countywide Oversight Board, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Countywide Oversight Board, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of October 10, 2019. #1 dlc





November 22, 2019

Ms. Sylvia Miledi, Director of Finance City of Needles 817 Third Street Needles, CA 92363

Dear Ms. Miledi:

Subject: Approval of Oversight Board Action

The City of Needles Successor Agency (Agency) notified the California Department of Finance (Finance) of its October 10, 2019 Oversight Board (OB) Resolution on October 21, 2019. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 2019-39 (Resolution), approving the Agency's Purchase Agreement for the sale of real property, is approved.

The Purchase and Sale Agreement directs the Agency to sell real property located east of Interstate 40 and southeast of State Route 96 on Ice Plant Road (Assessor Parcel Number 0186-222-07) for \$1,169,905. HSC section 34181 (a) (1) directs the Agency to dispose of all assets and properties of the former Redevelopment Agency expeditiously and in a manner aimed at maximizing value. Proceeds will be distributed to the County Auditor-Controller for distribution to the affected taxing entities.

Please direct inquiries to Chikako Takagi-Galamba, Manager, or Michael Painter, Lead Analyst, at (916) 322-2985.

Sincerely,

JENNIFER WHITAKER

Program Budget Manager

Chem & Mccomick

cc: Ms. Rainie Torrance, Senior Accountant, City of Needles
Ms. Linda Santillano, Chief Deputy, Property Tax, San Bernardino County

#### EXHIBIT "G"

# AGREEMENT FOR ASSIGNMENT OF PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(Attach Copy)

# AGREEMENT FOR ASSIGNMENT OF PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Agreement for Assignment of Purchase Agreement and Joint Escrow Instructions ("Agreement") is made and entered into this 11 day of October, 2022 ("Effective Date"), by and among Demira Investment, LLC, a California limited liability company ("Assignor"), EVC Partners, a LLC, a California limited liability company ("Assignee"), and The Successor Agency to the Redevelopment Agency of the City of Needles ("Seller").

#### RECITALS

WHEREAS, Assignor, as "Buyer", and Seller, as "Seller", executed that certain Purchase Agreement and Joint Escrow Instructions dated September 10, 2019 ("Purchase and Sale Agreement"), for the purchase and sale of certain real property (the "Property") situated in the City of Needles, County of San Bernardino, State of California, as described in the Purchase and Sale Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, the Purchase and Sale Agreement was approved by the California Department of Finance on November 22, 2019 and the Countywide Oversight Board of the County of San Bernardino on October 10, 2019 (collectively "Consents");

WHEREAS, the Consents remain in full force and effect;

WHEREAS, Assignor desires to assign, to Assignee, all of Assignor's rights and obligations under the Purchase and Sale Agreement;

WHEREAS, Assignee wishes to assume Assignor's rights and obligations under the Purchase and Sale Agreement; and

WHEREAS, Seller desires to (i) consent to the assignment to and the assumption by Assignee, of the Purchase and Sale Agreement, (ii) confirm that notwithstanding any contrary provision of the Purchase and Sale Agreement, upon the assignment of the Purchase and Sale Agreement to Assignee, Assignee will not be in default of any provision or obligation of the Purchase and Sale Agreement, and (iii) agree to certain amendments to the Purchase and Sale Agreement as described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for such good and other valuable consideration, the receipt of which is hereby acknowledged, Assignor, Assignee and Seller agree as follows:

#### ASSIGNMENT AND AMENDMENT

Section 1. <u>Assignor's Assignment</u>. Assignor agrees to assign to Assignee all of Assignor's rights and obligations under the Purchase and Sale Agreement subject to and as provided in this Agreement.

Section 2. <u>Assignee's Assumption</u>. Assignee agrees to assume all of Assignor's rights, duties and obligations under the Purchase and Sale Agreement subject to and as provided in this Agreement.

Section 3. Return and Replacement of Earnest Money Deposit Subject to Contingency Period. Unless Assignee terminates this Agreement within seventy (70) days after the Effective Date, ("Contingency Period), which Assignee may do in Assignee's sole and absolute discretion, Assignee shall prior to the expiration of the Contingency Period deliver to the Escrow Agent (as that term is defined in the Purchase and Sale Agreement) the sum of One Hundred Sixteen Thousand Nine Hundred Nine Dollar (\$116,909.00) by wire transfer of immediately available good funds as replacement for the Earnest Money being held pursuant to the Purchase and Sale Agreement ("Replacement Earnest Money"), along with instructions to the Escrow Agent to return the Assignor's Earnest Money. provided that Assignee replaced the full amount of the Earnest Money prior to the return of Assignor's Earnest Money. Notwithstanding any contrary provision of this Agreement, in the event that Assignee terminates this Agreement prior to the expiration of the Contingency Period for any reason or no reason at all or Assignee fails to timely deliver the Replacement Earnest Money to the Escrow Agent prior to the expiration of the Contingency Period as required by this Section 3, this Agreement shall terminate and Assignee shall have no further rights or obligations relating to Assignor, Seller, the Purchase and Sale Agreement or the Property and the rights and obligations of the Seller and Assignee under the Purchase and Sale Agreement shall not be affected by this Agreement.

Section 4. <u>Subsequent Assignments by Assignee</u>. Subsequent to this Agreement, Assignee may assign the Purchase and Sale Agreement to a subsequent assignee which is an Affiliate (as defined below) of Assignee subject to the approval of the Seller which shall not be unreasonably withheld, conditioned or delayed. The term "Affiliate" means an entity which controls, is controlled by or is under common control with Assignee. Such assignment shall not relive the original Assignee of its obligations under this Agreement.

Section 5. Consent to Assignment, Estoppel and Amendments to Purchase and Sale Agreement. Seller hereby consents to the assignment of the Purchase and Sale Agreement by Assignor to Assignee provided for in this Agreement. As it relates to Assignee under all circumstances, and with respect to Assignor only to the extent that Assignee does not terminate this Agreement and replace the Earnest Money as provided in Section 3 of this Agreement, Seller hereby waives any default or breach (and confirms that Assignee will not be in breach or default) under the Purchase and Sale Agreement occurring prior to the Effective Date. In connection therewith, Seller shall be deemed to have ratified and confirmed that the Purchase and Sale Agreement, as amended hereby, remains legally

binding and in full force and effect for all purposes. From and after the assignment of the Purchase and Sale Agreement from Assignor to Assignee, Seller hereby acknowledges and agrees that Seller has no defenses, offsets, credits, or claims against Assignee as of the Effective Date. Seller, Assignor and Assignee agree that the Purchase and Sale Agreement is hereby amended to conform to the terms of this Agreement, including without limitation, the following amendments to the Purchase and Sale Agreement:

- (a) Within fifteen (15) days after the Effective Date, Seller shall provide Assignee with complete copies of all documents and materials in Seller's possession or control concerning the physical condition of the Property and the entitlements for the improvement, development, and operation thereof, if any.
- During the Contingency Period, Assignee shall have the right to approve or disapprove any and all matters of and exceptions to title of the Property, as disclosed by the Preliminary Title Report from Fidelity National Title Agency ("Title Company") with respect to the Property which shall be dated no earlier than the Effective Date and which shall include (A) copies of all documents referred to in Schedule "B" of such Preliminary Report as provided by the Title Company; and (B) a map on which all easements capable of being plotted by the Title Company are so plotted by the Title Company (collectively, "Title Documents"). Assignee shall have until thirty (30) days after the Effective Date to give Seller written notice ("Assignee's Title Notice") of Assignee's approval or disapproval of the Title Documents, which approval or disapproval shall be in Assignee's sole and absolute discretion; provided, however, that Assignee shall be deemed, whether with or without written notice, to have objected to all monetary liens and encumbrances, and taxes and assessments which are then delinquent. In the event that Assignee's Title Notice disapproves of any title matter as aforesaid, Seller shall endeavor within fifteen (15) calendar days after Assignee's Title Notice is received by Seller to give Assignee written notice ("Seller's Title Notice") of those disapproved title matters, if any, which Seller is willing or unwilling or unable to have eliminated from title to the Property by the Closing Date as determined by Seller in its sole and absolute discretion. If Seller fails to provide any such notice, Seller shall be deemed to have elected not to remove any such disapproved title matters. If Seller is unable or unwilling to remove the title matters objected to by Assignee in Assignee's Title Notice, or fails to deliver Seller's Title Notice, Assignee shall have until the expiration of the Contingency Period to notify Seller in writing that either (1) Assignee is willing to purchase the Property, subject to such disapproved exceptions which shall then be deemed Approved Title Exceptions, as defined below, or (2) Assignee elects to terminate this transaction. Failure of Assignee to take either one of the actions described in clause (1) or (2) in the previous sentence shall be deemed to be Assignee's election to take the action described in clause (1).
- (c) Notwithstanding Section 2.2 of the Purchase and Sale Agreement, the Closing Date is hereby amended to be fifteen (15) days after the expiration of the Contingency Period as defined in Section 3 of this Agreement, but no later than December 31, 2022. Assignee understands that under the Surplus Lands Act (California Government Code Section 54220 et. seq.) the Closing Date must occur no later than December 31, 2022. In the event that the Closing Date has not occurred by December 31, 2022 not due to the default of Assignee,

this Agreement shall automatically terminate and the Seller shall return Assignee's Replacement Earnest Money to Assignee and the parties shall have no further rights or obligations to one another.

- (d) "Approved Title Exceptions" defined in Section 4.1(d) of the Purchase and Sale Agreement shall not be deemed to include any matters not approved or deemed approved by Assignee pursuant to subsection (b) of this Section 5.
- (e) Notwithstanding the provisions of Section 7.5.3 or Exhibit "D" of the Purchase and Sale Agreement, Assignee shall have no obligation to execute or deliver any Easement Agreement for Ice Plant Road, including without limitation, in the form of Exhibit "D" to the Purchase and Sale Agreement as the same has been accomplished prior to entering into this Agreement. It is further confirmed that the Parcel Map referred to in the Purchase and Sale Agreement has been recorded and the legal description of the Property in the Title Documents delivered by Seller to Assignee shall be the final and correct legal description of the Property as defined in the Purchase and Sale Agreement.
- (f) From and after the Effective Date, all notices from Seller contemplated to be sent to "Buyer" under the Purchase and Sale Agreement, including without limitation, for purposes of Section 9.7 of the Purchase and Sale Agreement shall be delivered to Assignee as follows:

EVC Partners, LLC 2410 Fair Oaks Blvd., Suite 110 Sacramento, California 95825

Attention: Brian Vail

Email: <u>bvail@river-west.com</u>

Section 6. No Other Assignments. Assignor represents and warrants that it has not assigned or encumbered its rights, or any of its rights, under the Purchase and Sale Agreement. Assignor further agrees to perform such further acts and execute such documents as requested by Assignee or Seller to implement and carry out the terms of this Agreement.

Section 7. No Liability to Assignee For Periods Prior to Effective Date of this Agreement. Assignor and Seller hereby acknowledge and agree that Assignee shall have no liability or obligation for any matter concerning the Purchase and Sale Agreement or the Property prior to the Effective Date (collectively, "Pre-Effective Date Liabilities"), all of which Pre-Effective Date Liabilities are hereby discharged and released by Assignor and Seller for the benefit of Assignee. Assignor hereby agrees to indemnify, defend, protect, and hold harmless Assignee (including, without limitation, the payment of reasonable attorneys' fees and costs) from and against any and all claims, losses, liabilities or penalties associated with the Pre-Effective Date Liabilities.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9. Entire Agreement. This Agreement and the Purchase and Sale Agreement contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, verbal and written agreements between the parties regarding the same. This Agreement may be amended only by written instrument executed by Assignor, Assignee and Seller. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Purchase and Sale Agreement, as between Seller and Assignee, the terms and conditions of this Agreement shall govern and control.

Section 10. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the Assignor or Assignee, or their respective successors or permitted assigns, any right, remedies, obligations, or liabilities under, or by reason of this Agreement.

Balance of Page Intentionally Left Blank

IN WITNESS WHEREOF, this Agreement has been signed and delivered by Assignor, Assignee and Seller as of the date and year written below.

ASSIGNOR:	ASSIGNEE:
Demira Investment, LLC,	EVC Partners LLC,
Demira Investment, LLC, a California limited liability company	a California limited liability company
By:	Bv:
By: Hooman Davoodi	By: Brian C. Vail Managing Member
Date:	Date:
CONSENT OF SELLER:	
SELLER:	
Successor Agency to the Redevelopment Agency of the City of Needles	
By:	
Mayor	
Date:	
ATTEST:	
By:	
Dale Jones, City Clerk	
Successor Agency Secretary Date:	
APPROVED AS TO FORM: SBEMP, LLP	
By:	
John O. Pinkney, City Attorney/ Successor Agency General Counsel	
Date:	

#### EXHIBIT "A"

#### PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(Attach Copy)



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

⊠ CITY COUNCIL ☐ I	NPUA	☐ SARD	4	⊠ Regular ☐ Special
Meeting Date:	осто	BER 11, 202	22	
Title:	Warrar	nts		
Background:	n/a			
Fiscal Impact:	n/a			
Recommended Action:	<b>APPR</b> 0 2022.	OVE, the Wa	arrants Registe	er through OCTOBER 11,
Submitted By:	Sylvia	Miledi, Dired	ctor of Finance	•
City Management Revie	w:	Ziek		Date: 10 4 22
Approved: ☐ Not A	pproved	:	Tabled:□	Other:
			А	genda Item:

#### CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR SEPTEMBER 23, 2022

			00==	F	UND AMT.		235ep	2	2-23 BUDGET
FUND 101	GENERAL FUND	\$	4,580,13	E- 19	OND AWIT.	111	0) 2-P		E-20 DODGET
101.1015.412	CITY ATTORNEY	*	1,000,10	18.9		\$	12,029.40	\$	80,000.00
101.1020.413	CITY MANAGER	\$	17.89			\$	52,020.85		219,507.00
101.1025.415	FINANCE DEPT.	\$	129.57	450	218	\$	141,091.67	_	698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	87.17	De la		\$	50,443.26		291,344.00
101.1035.416	PLANNING /ZONING	\$	19.58	1		\$	44,360.97	_	373,159.00
101.1040.417	ENGINEERING	\$	65.34	1200		\$	51,043.98	_	361,425.00
101.1060.410	COMMUNITY PROMOTIONS	4	00.01		1 1 2 1 1 1 1	\$	12,652.00		38,900.00
101.1070.410	SENIOR CENTER			10 N		\$	12,195.39	_	59,457.00
101.2010.421	SHERIFF			49.15	1 - 1	\$	819,099.22		3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	50.00	SIN		\$	46,986.06		233,027.00
101.2025.424	BULDING & SAFETY	\$	52.25	110	Mary Mary	\$	44,173.25		608,738.00
101.2030.423	CODE ENFORCEMENT	\$	142.02	100		\$	163,912.08		696,985.00
101.3010.431	PUBLIC WORKS	\$	96.12	3 13		\$	234,563.63		753,297.00
101.4730.472	SANITATION	\$	3.27	17.32		\$	40,316.36		166,600.00
101.5770.452.	AQUATICS	\$	123.84			\$	67,322.04		194,192.00
101.5770.452.	PARKS	\$	66.13			\$	126,667.11		658,491.00
101.5772.452	JACK SMITH PARK MARINA	\$	9.15	100		\$	33,691.01		107,923.00
101.5774.452	RECREATION	\$	284.14	100		\$	59,564.48		371,884.00
GENERAL FUND		Φ	204.14	\$	5,726.60	\$	2,138,882.76		9,396,381.00
FUND 102	GEN. FUND CAPITAL PROJECT			Φ	5,720.00	-		_	
FUND 205	CDBG			-		\$	225.66		2,715,000.00
FUND 206	CEMETERY			•	22.75	\$	1,974.00 33,097.34		42,692.00 202,270.00
FUND 208				\$	22.75	\$	33,097.34	_	The second secon
FUND 210	CALTRANS GRANTS SPECIAL GAS TAX			-		\$	20 457 00	\$	90,000.00
FUND 213	DEPT OF HOUSE, & COMM DEVL					\$	38,457.00	\$	272,365.00
FUND 214				_		\$	*	\$	30,000.00 450.000.00
FUND 214	SANBAG NEW LOCAL MEAS I COPS-AB 3229 SUPPLEMENTAL				-	\$	29,562.32	\$	
FUND 233		W. W		-		\$		_	251,497.00
FUND 238	JACK SMITH PARK MARINA STATE RECREATION GRANTS	50.00				\$	87.10	-	13,645.00
FUND 239						\$	350.00	-	3,899,640.00
FUND 270	CA.CONSERV RECYLING GRANT			•	0.00	\$	44.540.00	\$	25,526.00
	REDEVELOPMENT AGENCY			\$	6.32	\$	11,543.92	\$	287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.					\$		\$	300,000.00
FUND 501	NPUA				007.40	•	115.051.00	_	2,601,074.00
FUND 502	WATER DEPARTMENT			\$	927.12	\$	415,854.96		1,938,399.00
FUND 503	WASTEWATER DEPARTMENT			\$	135.25	\$			1,241,325.00
FUND 505	SANITATION			_		\$	167,754.28		1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.		MILLER	\$	5.15	\$	23,721.17	\$	1,041,800.00
FUND 507	GOLF FUND			1350		_	10.007.00		211.000.00
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT			3.10		\$	49,907.08		641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT					\$	30,070.72	\$	370,454.00
FUND 507	GOLF FUND TOTAL					4		-	
FUND 508	CUST.SVC/UT BUSINESS OFFICE			\$	131.29	\$	86,602.33		455,807.00
FUND 509	MIS					\$			
FUND 510	ADMIN. FACILITY					\$	32,546.09		414,950.00
FUND 511	FLEET MANAGEMENT			\$	135.50	\$	54,918.35	\$	281,078.00
FUND 512	VEHICLE REPLACEMENT		THE REAL PROPERTY.			\$	10,279.39		10,279.39
FUND 520	SR DIAL A RIDE		6 3 3 3 6 5			\$	120,406.36	- 11.	250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.					\$	3,539.57	\$	22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		A PARTY OF THE PAR			\$	88,950.14		614,438.00
FUND 580	ELECTRIC		Carlot Harris	\$	3,195.49	\$	1,009,364.39	\$ 1	
FUND 581	NPUA CAPITAL ELECTRIC					\$	479,146.01	\$	969,829.00
FUND 582	NPUA CAPITAL WATER		N. C.			\$			2,898,403.00
TOTAL	ALL FUNDS & DEPARTMENTS	0 16	emplies from	\$	10,285.47	\$	7,154,086.48	\$ 4	15,851,508.39

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 Danjels, City Manager

PREPARED 9/21/2022, 10:47:22 ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1 DISBURSEMENT PERIOD 03/2023

PROGRAM: GM348U

CITY OF NEEDLES

CHECK	VENDOR NUMBER	GEO#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN	
				00/02/2022	E0 00	00	
16419	3709	00	ADRIAN CHAVEZ	09/23/2022	50.00	.00	
16420	3688	00	ALBERT PONCE	09/23/2022	420 10	.00	
16421	3897	0.0	BENEBLOC, LLC	09/23/2022	439.10	-00	
16422	3870	00	BRYAN HICKSTEIN	09/23/2022	50.00	-00	
16423	2931	00	DALE JONES	09/23/2022	50.00	.00	
16424	322	00	FRANK VALENZUELA JR.	09/23/2022	50.00	.00	
16425	1305	0.0	GREAT WEST LIFE	09/23/2022	5,329.00	.00	
16426	3634	00	GREAT-WEST LIFE & ANNUIT	ry 09/23/2022	986.20	.00	
16427	2879	00	JENNIFER VALENZUELA	09/23/2022	382.49	-00	
16428	638	0.0	JESSE FRAGOSO	09/23/2022	50.00	.00	
16429	325	0.0	JIM WILLIS	09/23/2022	50.00	.00	
16430	3978	0.0	JOSE SANCHEZ	09/23/2022	50.00	.00	
16431	2222	00	JUSTIN SCOTT	09/23/2022	50.00	.00	
16432	3512	00	KIMBERLY MITCHELL	09/23/2022	50.00	.00	
16433	3889	00	MICHAEL WILLIS	09/23/2022	50.00	.00	
16434	3767	00	PATRICK MARTINEZ	09/23/2022	50.00	.00	
16435	3654	00	RAINIE TORRANCE	09/23/2022	50.00	.00	
16436	3953	0.0	RONNY SOMMERS	09/23/2022	50.00	.00	
16437	1199	0.0	SBPEA TEAMSTERS LOCAL 19	932 09/23/2022	915.13	.00	
16438	1199	00	SBPEA TEAMSTERS LOCAL 19	932 09/23/2022	400.71	.00	
16439	3851	00	SY FOLEY	09/23/2022	50.00	.00	
16440	3432	00	SYLVIA MILEDI	09/23/2022	50.00	.00	
16441	3622	00	TAYLOR MILLER	09/23/2022	50.00	.00	
16442	2744	ÖÖ	THOMAS DELEON	09/23/2022	50.00	.00	
16443	2817	00	TONY RUBALCABA	09/23/2022	50.00	_00	
16444	3695	00	VINCE GARZA	09/23/2022	50.00	.00	
16445	1217	00	VISION SERVICE PLAN	09/23/2022	832.76	.00	
NUMBE	R OF CHEC	CKS	ADRIAN CHAVEZ ALBERT PONCE BENEBLOC, LLC BRYAN HICKSTEIN DALE JONES FRANK VALENZUELA JR. GREAT WEST LIFE GREAT-WEST LIFE & ANNUIT JENNIFER VALENZUELA JESSE FRAGOSO JIM WILLIS JOSE SANCHEZ JUSTIN SCOTT KIMBERLY MITCHELL MICHAEL WILLIS PATRICK MARTINEZ RAINIE TORRANCE RONNY SOMMERS SBPEA TEAMSTERS LOCAL 1: SY FOLEY SYLVIA MILEDI TAYLOR MILLER THOMAS DELEON TONY RUBALCABA VINCE GARZA VISION SERVICE PLAN	GRAND TOTAL	10,285.47		

PREPARED09/21/2022, 10:52:18

#### ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
ACCOUNTING PERIOD 2023/03
REPORT NUMBER 64

PROGRAM: GM346L

BAMK	∩4	WELLS FARGO	BANK	_	CITY	GENERAL	CHECKING

CHECK REMITTANCE AMOUNT VENDOR VOUCHER P.O. DATE VENDOR CHECK ACCOUNT (NET OF DISC/RETAIN) TOTAL NO NO NAME NO NO 12,652.00-101-1060-410.54-20 2054 DAN WILLIAMS PI0032 09/27/2022 16356\* 12,652.00- \* VOIDED 101-1060-410.54-20 12,652.00 001818 09/21/2022 16418\* 2054 DAN WILLIAMS 12.652.00 \* 12,652.00 50.00 09/23/2022 101-2030-423.52-10 002140 16419 3709 ADRIAN CHAVEZ 50.00 \* 50.00 50.00 002149 09/23/2022 502-4710-471.52-10 16420 3688 ALBERT PONCE 50.00 \* 50.00 266.82 09/23/2022 101-0000-209.03-01 001817 16421 3897 BENEBLOC LLC 71.44 001817 09/23/2022 502-0000-209.03-01 86.92 09/23/2022 511-0000-209.03-01 001817 580-0000-209.03-01 14.00 09/23/2022 001817 439.18 \* 439.18 50.00 09/23/2022 502-4710-471.52-10 002146 1.6422 3870 BRYAN HICKSTEIN 50.00 \* 50.00 50.00 002130 09/23/2022 101-1030-414.52-10 16423 2931 DALE JONES 50.00 50.00 \* 50.00 09/23/2022 502-4710-471.52-10 002128 6424 322 FRANK VALENZUELA JR. 50.00 50.00 \* 101-0000-209.03-01 3.015.00 09/23/2022 1305 GREAT WEST LIFE & ANNUITY 001814 16425 310.00 502-0000-209.03-01 09/23/2022 001814 2,004.00 580-0000-209.03-01 09/23/2022 001814 5,329.00 \* 5,329.00 43.12 09/23/2022 101-0000-209.03-01 16426 3634 GREAT-WEST LIFE & ANNUITY 001811 194.13 09/23/2022 101-0000-209.03-01 001814 101-0000-209.03-01 24.27 001814 09/23/2022 101-0000-209.03-01 213.04 001814 09/23/2022 46.50 09/23/2022 101-0000-209.03-01 001814 174.52 09/23/2022 580-0000-209.03-01 001814 60.36 580-0000-209.03-01 001814 09/23/2022 53.93 580-0000-209.03-01 001814 09/23/2022 127.83 09/23/2022 580-0000-209.03-01 001814 502-0000-209-03-01 48.50 09/23/2022 001814 986.20 986.20 \* 123.84 09/23/2022 101-5770-452.60-24 001789 16427 2879 JENNIFER VALENZUELA 101-5774-452.52-10 50.00 09/23/2022 002126 40.00 101-5774-452.62-00 001812 09/23/2022 26.91 09/23/2022 101-5774-452.60-24 001813 101-5774-452.61-06 45.74 09/23/2022 001815 101-5774-452.49-01 96.00 09/23/2022 001816

PAGE ACCOUNTING PERIOD 2023/03

REPORT NUMBER 64

PROGRAM: GM346L

CITY OF NEEDLES

HECK NO	VENDOR NO	VENDOR VENDOR	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMC	'AIN)	CHECK TOTAL
16427	2879	JENNIFER VALENZUELA					382.49	*	382.4
16428	638	JESSE FRAGOSO	002144		09/23/2022	101-3010-431.52-10	50.00 50.00	*	50.0
16429	325	JIM WILLIS	002129		09/23/2022	580-4750-473.52-10	50.00 50.00	*	50.0
16430	3978	JOSE SANCHEZ	002141		09/23/2022	502-4710-471.52-10	50.00 50.00	*	50.0
16431	2222	JUSTIN SCOTT	002125		09/23/2022	580-4750-473.52-10	50.00 50.00	*	50.0
16432	3512	KIMBERLY MITCHELL	006143		09/23/2022	508-4810-478.52-10	50.00 50.00	*	50.0
16433	3889	MICHAEL WILLIS	002132		09/23/2022	580-4750-473.52-10	50.00 50.00	*	50.
16434	3767	PATRICK MARTINEZ	002133 002134 002135 002136		09/23/2022 09/23/2022 09/23/2022 09/23/2022	101-2030-423.52-10 101-2025-424.52-10 101-1035-416.52-10 101-1040-417.52-10	12.50 12.50 12.50 12.50 50.00	*	50.
16435	3654	RAINIE TORRANCE	002137 002138 002139		09/23/2022 09/23/2022 09/23/2022	502-4710-471.52-10 503-4720-475.52-10 580-4750-473.52-10	16.67 16.66 16.67 50.00	*	50.
16436	3953	RONNY SOMMERS	002127		09/23/2022	580-4750-473.52-10	50.00 50.00	*	50.
16437	1199	SBPEA TEAMSTERS LOCAL 193	001817 001817 001817 001817 001817 001817		09/23/2022 09/23/2022 09/23/2022 09/23/2022 09/23/2022 09/23/2022	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01	478.68 119.52 24.44 59.51 32.95 200.03 915.13	*	915.
16438	1199	SBPEA TEAMSTERS LOCAL 193	001814 001814 001814		09/23/2022 09/23/2022 09/23/2022	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	298.57 47.52 54.62 400.71	*	400.
16439	3851	SY FOLEY	002143		09/23/2022	503-4720-475.52-10	50.00 50.00		50.

PREPARED09/21/2022, 10:52:18

#### ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE ACCOUNTING PERIOD 2023/03 REPORT NUMBER

PROGRAM: GM346L

CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

NO CHECK	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. DATE NO	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16440	3432	SYLVIA MILEDI	002151	09/23/2022	101-1025-415.52-10	50.00 50.00 *	50.00
16441	3622	TAYLOR MILLER	001158	09/23/2022	502-4710-471.52-10	50.00 50.00 *	50.00
16442	2744	THOMAS DELEON	002142	09/23/2022	580-4750-473.52-10	50.00 50.00 *	50.00
16443	2817	TONY RUBALCABA	002131	09/23/2022	101-2020-423.52-10	50.00 50.00 *	50.00
16444	3695	VINCE GARZA	002145	09/23/2022	580-4750-473.52-10	50.00 50.00 *	50.00
16445	1217	VISION SERVICE PLAN	001791 001792 001793 001794 001795 001797 001798 001799 001801 001802 001803 001804 001805 001806 001807 001808 001809	09/23/2022 09/23/2022	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5774-452.24-10 206-5771-452.24-10 270-4631-463.24-10 502-4710-471.24-10 503-4720-475.24-10 506-4713-477.24-10 508-4810-478.24-10 511-3020-432.24-10 580-4750-473.24-10	17.89 79.57 37.17 7.08 52.84 39.75 79.52 46.12 3.27 66.13 9.15 25.49 22.75 6.32 63.47 44.15 5.15 21.78 15.63 189.53 832.76 *	832.76
					BANK/CHECK TOTAL	10,285.47	22,937.47
				ALL	BANKS/CHECKS TOTAL	10,285.47	22,937.47

CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR October 11, 2022

	WARRANT SOMMART I	J . / . L	01011001001		UND AMT.		11-Oct	22	2-23 BUDGET
FUND 404	OCNEDAL CUMP	\$	6,576.50	axe of	OND AWIT.	/AE/JA	Vederal Control of the		ZOBOBOLI
FUND 101	GENERAL FUND	\$	429.40			\$	12,029.40	\$	80,000.00
101.1015.412	CITY ATTORNEY	Ф	429.40		A CONTRACTOR OF THE CONTRACTOR	\$		\$	219,507.00
101.1020.413	CITY MANAGER	•	1 150 97			\$	141,852.54	\$	698,085.00
101.1025.415	FINANCE DEPT.	\$	1,159.87	-		\$	51,155.60	\$	291,344.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	1,652.21	G.		\$	45,797.32	\$	373,159.00
101.1035.416	PLANNING /ZONING	\$	279.80				52,993.02	\$	361,425.00
101.1040.417	ENGINEERING	\$	3,148.26	178		\$	12,652.00	\$	38,900.00
101.1060.410	COMMUNITY PROMOTIONS	\$	2,285.27	177		\$	12,195.39	\$	59,457.00
101.1070.410	SENIOR CENTER	\$	1,424.90			_		\$	3,483,367.00
101.2010.421	SHERIFF	_	074.00			\$	819,099.22 47,494.59	\$	233,027.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	974.20			\$		\$	608,738.00
101.2025.424	BULDING & SAFETY	\$	38,482.23			\$	82,944.83	_	
101.2030.423	CODE ENFORCEMENT	\$	1,205.50	WY V		\$	165,405.08	\$	696,985.00
101.3010.431	PUBLIC WORKS	\$	2,339.97	No.		\$	237,941.77	\$	753,297.00
101.4730.472	SANITATION		Territoria Isaac			\$	40,395.41	\$	166,600.00
101.5770.452.	AQUATICS	\$	2,944.15	7	1 - m 2 m	\$	67,526.79	\$	194,192.00
101.5772.452	PARKS	\$	8,340.42	1		\$	127,591.54		658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$	209.37	0 18		\$	33,836.13		107,923.00
101.5774.452	RECREATION	\$	4,097.61	20		\$	61,602.74	\$	371,884.00
GENERAL FUND				\$	75,549.66	200	2,191,284.22	_	9,396,381.00
FUND 102	GEN. FUND CAPITAL PROJECT			\$	3,024.00	\$	3,249.66	\$	2,715,000.00
FUND 205	CDBG					\$	1,974.00	\$	42,692.00
FUND 206	CEMETERY			\$	6,369.71	\$	39,467.05	_	202,270.00
FUND 208	CALTRANS GRANTS			\$	214,824.00	\$	214,824.00	\$	90,000.00
FUND 210	SPECIAL GAS TAX					\$	38,457.00	\$	272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL					\$	186	\$	30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I	50 V				\$		\$	450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL					\$	29,562.32	\$	251,497.00
FUND 233	JACK SMITH PARK MARINA			\$	2,699.00	\$	2,786.10	\$	13,645.00
FUND 238	STATE RECREATION GRANTS			\$	290.00	\$	640.00	\$	3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT			\$	442.60	\$	3#8	\$	25,526.00
FUND 270	REDEVELOPMENT AGENCY	L W				\$	11,543.92	\$	287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.			\$	8,200.00	\$	8,200.00	\$	300,000.00
FUND 501	NPUA							\$	2,601,074.00
FUND 502	WATER DEPARTMENT			\$	12,303.43	\$	421,232.01	\$	1,938,399.00
FUND 503	WASTEWATER DEPARTMENT			\$	13,994.68	\$	250,439.75	\$	1,241,325.00
FUND 505	SANITATION	BY BY		\$	96,758.32	\$	264,512.60	\$	1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.	144				\$	23,751.15		1,041,800.00
FUND 507	GOLF FUND			l Gu	M. W. WEST			Loi	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	42,019.58	THE STATE OF		\$	78,995.51	\$	641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	7,916.62			\$	30,401,49	-	370,454.00
FUND 507	GOLF FUND TOTAL	10000	1,0,000	\$	49,936.20	Twell		V/V	
FUND 508	CUST.SVC/UT BUSINESS OFFICE			\$	219.54	\$	86,938.02	\$	455,807.00
FUND 509	MIS			\$	8,024.00				257,370.00
FUND 510	ADMIN. FACILITY	10.34		\$	11,693.26		37,201.28		414,950.00
FUND 510	FLEET MANAGEMENT			\$	2,251.06	\$	56,054.53		281,078.00
FUND 512	VEHICLE REPLACEMENT	A DEX		-	2,25,100	\$	10,279.39		10,279.39
	SR DIAL A RIDE					\$	120,406.36		250,098.00
FUND 520	DIAL-A-RIDE MEDICAL TRANS.					\$	3,539.57		22,274.00
FUND 521				\$	85.00	\$	89,035.14		614,438.00
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$	281,687.12	\$	1,271,321.24	-	12,406,721.00
FUND 580	ELECTRIC			Ψ	201,007.12	\$	479,146.01	\$	969,829.00
FUND 581	NPUA CAPITAL MATER	3354		•	263.50	\$	27,522.80	-	2,898,403.00
FUND 582	NPUA CAPITAL WATER	1007		\$	788 615 00		7,911,127.80		
TOTAL	ALL FUNDS & DEPARTMENTS		Salati - His	\$	700,015.08	1 \$	1,911,127.00	1 4	40,001,000.09

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

| Date | Date |
| Date | Date

Sylvia Miledi, Director of Finance

PREPARED 9/28/2022, 14:23:42 ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE DISBURSEMENT PERIOD 04/2023

PROGRAM: GM348U CITY OF NEEDLES

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME  A-B COMMUNICATIONS ADRIAN CHAVEZ ADVANTAGE CARPET AND UPHOLSTERY ARIZONA DEPT OF TRANSPORTATION ASHLEE SMITH AUTO ZONE BARBARA DILEO HATZ, BERNARD BEST BEST & KRIEGER LLP BIG O TIRES & NAPA AUTO PARTS BINGHAM EQUIPMENT COMPANY BLUE RIVER WATER CORP. BOOT BARN BRACK CONSTRUCTION, INC. BUG EMERGENCY INC. CULLIGAN WATER COND. DANIELL'S SEPTIC DESERT INDUSTRIAL SUPPLY INC. DESERT INDUSTRIAL SUPPLY INC. DESERT SUN OIL CORP. DEVELOPMENT MANAGEMENT GROUP INC. DIAMOND PURE WATER GREENS ELECTRIC, LLC HARDWARE EXPRESS INCORP. JANET JERNIGAN JAROD DELEON JAVELINA TRADING COMPANY KERN TURF SUPPLY INC. MICHAEL BAKER INTERNATIONAL, INC MOHAVE ENVIRONMENTAL LAB MOHAVE VALLEY LANDFILL-4522 NEWS WEST PUBLISHING CO. NPUA NPUA OFFICE EXPRESS OUR TOWN MAGAZINE PETRELLI ELECTRIC, INC PROVOAST AUTOMATION CONTROLS QUILL CORP. R & R PRODUCTS INC. RAILROAD MANAGEMENT CO. III LLC REINKE A/C CORP. REPUBLIC SERVICES #785 ROUTE 66 BROADBAND LLC S-NET COMMUNICATIONS INC. SIMPLOT TURF & HORTICULTURE SWRCB SY FOLEY TKE ENGINEERING INC	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16449	2345	0.0	A-B COMMUNICATIONS	10/11/2022	460.28	.00
16450	3709	00	ADRIAN CHAVEZ	10/11/2022	613.50	.00
16451	2944	00	ADVANTAGE CARPET AND UPHOLSTERY	10/11/2022	400.00	_00
16452	3879	00	ARIZONA DEPT OF TRANSPORTATION	10/11/2022	214,824.00	.00
16453	4014	00	ASHLEE SMITH	10/11/2022	296.00	.00
16454	3750	00	AUTO ZONE	10/11/2022	185.02	.00
16455	3916	00	BARBARA DILEO	10/11/2022	689.00	.00
1.6456	3808	00	HATZ, BERNARD	10/11/2022	296.00	.00
16457	480	0.0	BEST BEST & KRIEGER LLP	10/11/2022	429.40	.00
16458	178	00	BIG O TIRES & NAPA AUTO PARTS	10/11/2022	1,309.63	.00
16459	454	00	BINGHAM EQUIPMENT COMPANY	10/11/2022	1,049.88	.00
16460	3373	00	BLUE RIVER WATER CORP.	10/11/2022	90.95 346 79	.00
16462	3333	00	BOOT DAKIN	10/11/2022	9 200 00	-00
16463	3303	00	DRACK COMBIRUCTION, INC.	10/11/2022	49 00	.00
16464	455	00	CITATEN WATER COND	10/11/2022	44 80	00
16465	2875	0.0	DANTELL'S SEPTIC	10/11/2022	785 00	00
16466	424	0.0	DESERT INDUSTRIAL SUPPLY INC.	10/11/2022	29.70	.00
16467	4054	00	DESERT SUN OIL CORP.	10/11/2022	1.460.35	.00
16468	3523	00	DEVELOPMENT MANAGEMENT GROUP INC.	10/11/2022	6,529,53	.00
16469	3580	0.0	DIAMOND PURE WATER	10/11/2022	64.00	.00
16470	3341	00	EDWARD T. PAGET M.D.	10/11/2022	282.21	.00
16471	3943	00	ELLEN CAMPBELL	10/11/2022	1,157.30	.00
16472	1296	00	FRONTIER	10/11/2022	5,082.37	.00
16473	3451	00	GREENS ELECTRIC, LLC	10/11/2022	2,801.50	.00
16474	2612	00	HARDWARE EXPRESS INCORP.	10/11/2022	309.08	.00
16475	3949	00	JANET JERNIGAN	10/11/2022	60.00	-00
16476	4000	00	JARROD DELEON	10/11/2022	240.22	.00
16477	2390	00	JAVELINA TRADING COMPANY	10/11/2022	877.78	.00
16478	2334	00	KERN TURF SUPPLY INC.	10/11/2022	2,409.82	.00
16479	3998	00	MICHAEL BAKER INTERNATIONAL, INC	10/11/2022	862.50	.00
16480	4T88	00	MOHAVE ENVIRONMENTAL LAB	10/11/2022	350.00	-00
16401	210	00	MOHAVE VALLEY LANDETLL-4322	10/11/2022	270 00	.00
16492	1786	00	MEMB MEST PUBLISHING CO.	10/11/2022	279.00	.00
16484	1786	00	MICHA	10/11/2022	55 550 74	nn
16485	3324	00	OFFICE EXPRESS	10/11/2022	432 12	00
16486	740	00	OIL TOWN WAGAZINE	10/11/2022	372.30	- 00
16487	4027	õõ	PETRELLI ELECTRIC. INC	10/11/2022	252.446.15	- 00
16488	4063	00	PROVOAST AUTOMATION CONTROLS	10/11/2022	306.38	.00
16489	15	0.0	OUILL CORP.	10/11/2022	1,117.70	.00
16490	818	0.0	R & R PRODUCTS INC.	10/11/2022	815.02	.00
16491	3012	0.0	RAILROAD MANAGEMENT CO. III LLC	10/11/2022	1,649.60	.00
16492	2861	0.0	REINKE A/C CORP.	10/11/2022	85.00	-00
16493	309	0.0	REPUBLIC SERVICES #785	10/11/2022	96,758.32	.00
16494	3796	00	ROUTE 66 BROADBAND LLC	10/11/2022	730.00	.00
16495	4058	00	S-NET COMMUNICATIONS INC.	10/11/2022	1,592.56	.00
16496	4001	00	SIMPLOT TURF & HORTICULTURE	10/11/2022	22,412.00	.00
16497	1649	00	SWRCB	10/11/2022	155.00	.00
16498	3851	00	SY FOLEY	10/11/2022	94.94	.00
16499	3950	00	TKE ENGINEERING INC	10/11/2022	9,305.50	.00

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE DISBURSEMENT PERIOD 04/2023

PREPARED 9/28/2022, 14:23:42 ACCOUNT 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	
16500	3917	0.0	TOUCHSTONE GOLF LLC	10/11/2022	5,000.00	.00	
16501	3802	00	TRACY BECK	10/11/2022	399.00	.00	
16502	3266	00	TRI STATE TOOL REPAIR	10/11/2022	726.17	.00	
16503	772	0.0	TRI-STATE ACE HARDWARE	10/11/2022	140.98	.00	
16504	2819	0.0	TRI-STATE HOSE & FITTINGS	10/11/2022	491.62	.00	
16505	2798	0.0	U.S. DEPARTMENT OF ENERGY	10/11/2022	19,812.45	.00	
16506	3272	0.0	ULINE	10/11/2022	2,760.57	.00	
16507	3830	0.0	UNIFIRST CORPORATION	10/11/2022	752.93	.00	
16508	326	0.0	WESTERN ALARM SERVICE INC.	10/11/2022	60.00	.00	
16509	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	10/11/2022	7,787.00	.00	
16510	3967	0.0	WILLDAN ENGINEERING	10/11/2022	42,328.48	.00	
16511	3999	0.0	WILLIAM HANDLIN	10/11/2022	3,750.00	.00	
16512	3842	0.0	XIO, INC.	10/11/2022	143.00	.00	
16513	3828	00	3D-NETWORKS LLC	10/11/2022	7,754.00	.00	
NUMBE	R OF CHEC	KS	65 GRAND TOTAL		788,615.08		

PAGE ACCOUNTING PERIOD 2023/04 REPORT NUMBER 66

PROGRAM: GM346L CITY OF NEEDLES

CHECK NO	VENDOR NO	Name:	VOUCHER NO	MO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16449			001860			510-4410-405.30-25		
16450	3709	ADRIAN CHAVEZ	001827		10/11/2022	101-2030-423.55-00	613.50 613.50 *	613.50
16451	2944	ADVANTAGE CARPET AND UPHO	001948		10/11/2022	510-4410-405.43-01	400.00 400.00 *	400.00
16452	3879	ARIZONA DEPT OF TRANSPORT	PI0047	023035	10/11/2022	208-3010-431.70-06	214,824.00 214,824.00 *	214,824.00
16453	4014	ASHLEE SMITH	001827		10/11/2022	101-2030-423.55-00	296.00 296.00 *	296.00
16454	3750	AUTO ZONE	001870 001871 001872 001873		10/11/2022 10/11/2022 10/11/2022 10/11/2022	511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26	4.84 49.77 101.33 29.08 185.02 *	185.02
16455	3916	BARBARA DILEO	001825		10/11/2022	101-1025-415.55-00	689.00 689.00 *	689.00
16456	3808	BERNARD J. HATZ	001827		10/11/2022	101-2030-423.55-00	296.00 296.00 *	296.00
16457	480	BEST BEST & KRIEGER LLP	001784		10/11/2022	101-1015-412.31-50	429.40 429.40 *	429.40
16458	178	BIG O TIRES & NAPA AUTO P	001730 001731 001732 001734 001735 001821 001874 001875 001875 001950		10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	101-5772-452.43-18 511-3021-432.43-36 511-3021-432.43-26 511-3021-432.43-36 503-4720-475.60-55 502-4710-471.43-03 511-3021-432.43-26 511-3021-432.43-26 503-4720-475.60-55 511-3021-432.43-38 511-3021-432.43-26	27.25 9.57 23.69 85.00 12.91 38.34 17.22 352.22 731.78 9.57 2.08 1,309.63 *	1,309.63
16459	454	BINGHAM EQUIPMENT COMPANY	001733 001950			511-3021-432.43-37 511-3021-432.43-37	1,049.08	, , , , ,
16460	3313	BLUE RIVER WATER CORP.	001887		10/11/2022	507-5761-453.63-00	1,049.88 * 90.95 90.95 *	1,049.88

2 PAGE ACCOUNTING PERIOD 2023/04 REPORT NUMBER

PROGRAM: GM346L CITY OF NEEDLES

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOU (NET OF DISC/RETA	
16461	3595	BOOT BARN	001820 001820		10/11/2022 10/11/2022	101-5772-452.60-28 101-5772-452.60-28	173.39 173.39 346.78 *	346.78
16462	3801	BRACK CONSTRUCTION, INC.	PI0048	023039	10/11/2022	470-4620-471.69-27	8,200.00 8,200.00 *	8,200.00
16463	3392	BUG EMERGENCY INC.	001875		10/11/2022	503-4720-475.43-02	48.00 48.00 *	48.00
16464	455	CULLIGAN WATER COND.	001876		10/11/2022	511-3020-432.43-29	44.80 44.80 *	44.80
16465	2875	DANIELL'S SEPTIC	001937		10/11/2022	101-5772-452.43-18	785.00 785.00 *	785.00
16466	424	DESERT INDUSTRIAL SUPPLY	001785		10/11/2022	101-1070-410.43-01	29.70 29.70 *	29.70
16467	4054	DESERT SUN OIL CORP.	001822 001861 001862 001863 001864 001876 001876 001876		10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	580-4750-473.62-00 580-4750-473.62-00 580-4750-473.62-00 580-4750-473.62-00 580-4750-473.62-00 101-5772-452.62-00 511-3020-432.62-00 101-3010-431.62-00 101-3010-431.62-00	113.96 113.47 160.91 120.43 116.69 296.15 100.69 296.15 141.90	1,460.35
16468	3523	DEVELOPMENT MANAGEMENT G	PI0053	023042	10/11/2022 10/11/2022 10/11/2022	101-1060-410.53-05 502-4710-471.53-05 580-4750-473.53-05	2,285.27 1,306.10 2,938.16 6,529.53 *	6,529.53
16469	3580	DIAMOND PURE WATER	001736 001865 001876 001876 001876 001888		10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	503-4720-475.43-02 101-5774-452.61-01 503-4720-475.43-02 511-3020-432.43-29 510-4410-405.61-01 101-5774-452.61-01		
16470	3341	EDWARD T. PAGET M.D.	001876		10/11/2022	101-1030-414.55-00	282.21 282.21 *	282.21
16471	3943	ELLEN CAMPBELL	001936		10/11/2022	101-1030-414.55-00	1,157.30 1,157.30 *	1,157.30
16472	1296	FRONTIER	001823		10/11/2022	101-1025-415.52-10	71.87	

PAGE ACCOUNTING PERIOD 2023/04 REPORT NUMBER 66

PROGRAM: GM346L CITY OF NEEDLES

NO	VENDOR NO	VENDOR NAME	Voucher No	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16450	1006						·	
16472	7796	FRONTIER	001823		10/11/2022	101-2020-423.52-10 101-3010-431.52-10 101-5770-452.52-10 101-5773-452.52-10 101-5774-452.52-10 502-4710-471.52-10 503-4720-475.52-10 503-4720-475.52-10 507-5761-453.52-10 507-5762-454.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10	116.91	
			001823		10/11/2022	101-3010-431.52-10	113.85	
			001823		10/11/2022	101-5770-452.52-10	134.75	
			001823		10/11/2022	101-5773-452.52-10	85.12	
			001823		10/11/2022	101-5774-452.52-10	281.93	
			001824		10/11/2022	502-4710-471.52-10	362.28	
			001824		10/11/2022	503-4720-475-52-10	416.11	
			001824		10/11/2022	503-4720-475 52-10	343.40	
			001824		10/11/2022	507-5761-453 52-10	67.73	
			001824		10/11/2022	507-5762-454-52-10	340 59	
			001824		10/11/2022	510-4410-405 50 10	240.58	
			001824		10/11/2022	510-4410-405.52-10	83.27	
			001824		10/11/2022	510-4410-405.52-10	231.09	
					10/11/2022	510-4410-405.52-10	251.08	
			001824		10/11/2022	510-4410-405.52-10	630.40	
			001824		10/11/2022	580-4750-473.52-10	383.67	
			001889		10/11/2022	510-4410-405.52-10	1,268.33	
		•					5,082.37 *	5,082.37
16473	3451	GREENS ELECTRIC, LLC	001825		10/11/2022	580-4750-473.60-55	2,801.50	
							2,801.50 *	2,801.50
16474	2612	HARDWARE EXPRESS INCORP.	001737		10/11/2022	503-4720-475.43-04 101-5772-452.61-12	7.16	
			001738		10/11/2022	101-5772-452.61-12	20.62	
			001739		10/11/2022	101-5772-452.61-12	28.84	
		•	001740		10/11/2022	101-5772-452.43-18	10.76	
			001787		10/11/2022	510-4410-405.43-01	38.88	
			001865		10/11/2022	101-5774-452.43-18	37.78	
			001866		10/11/2022	101-5774-452.43-18	24.78	
			001866		10/11/2022	101-5774-452.43-18		
			001866		10/11/2022	101-5//4-452.45-18	15.33	
			001806		10/11/2022	101-5774-452.43-18	87.00	
					10/11/2022	101-5772-452.61-12	30.16	
			001878		10/11/2022	580-4750-473.60-55	7.77	
							309.08 *	309.08
16475	3949	JANET JERNIGAN	001877		10/11/2022	101-0000-362.01-00	60.00	
							60.00 *	60.00
16476	4000	JARROD DELEON	001825		10/11/2022	507-5761-453.43-04	240.22	
							240.22 *	240.22
16477	2390	JAVELINA TRADING COMPANY	001741		10/11/2022	502-4710-471.60-55	877.78	
					, , ,		877.78 *	877.78
16478	2334	KERN TURF SUPPLY INC.	001825		10/11/2022	507-5761-453.43-04	1,814.05	
· <del>-</del>			001830		10/11/2022	507-5761-453.43-04	567.96	
			001890		10/11/2022			
			001030		10/11/2022	507-5761-453.61-12	27.81	
							2,409.82 *	2,409.82
16479	3998	MICHAEL BAKER INTERNATION	001949		10/11/2022	101-0000-204.36-00 101-0000-204.37-00	431.25	
エロモノン					10/11/2022	101-0000-204.37-00	345.00	

PREPARED09/28/2022, 14:32:36 ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER PAGE PROGRAM: GM346L ACCOUNTING PERIOD 2023/04 CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING REPORT NUMBER 66

HECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AM (NET OF DISC/RE	OUNT TAIN)	CHECK TOTAL
16479	3998	MICHAEL BAKER INTERNATION	001952	1	.0/11/2022	101-0000-204.03-01	57.50		
			001952	1	0/11/2022	101-0000-204.03-01	28.75		
		MICHAEL BAKER INTERNATION					862.50	*	862.50
16480	2189	MOHAVE ENVIRONMENTAL LAB	001892	1	0/11/2022	101-5774-452.31-42	210 00		
			001893	1	0/11/2022	101-5770-452.31-42	70.00		
			001894	1	.0/11/2022	101-3010-431.31-20	70.00		
		MOHAVE ENVIRONMENTAL LAB					350.00	*	350.00
16481	139	MOHAVE VALLEY LANDFILL-45	001891	1	0/11/2022	1.01 - 2020 - 423 . 58 - 00	12 15		
					,, 20	202 2020 423.30 00	12.15	*	12.15
16482	210	NEWS WEST PUBLISHING CO.	001044	4	0 /11 /0000	101 1025 416 50 40			
10404	210	MEMS WEST PUBLISHING CO.	001944	1	0/11/2022	101-1035-416.59-10	145.18		
			001944	_	-U/ 11/ 2U22	101-1035-416-59-10	134.62	.11.	050 00
						580 - 4750 - 473 . 41 - 11 101 - 5772 - 452 . 41 - 20 101 - 5772 - 452 . 41 - 30 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 20 101 - 5772 - 452 . 41 - 20 101 - 5772 - 452 . 41 - 20 101 - 5772 - 452 . 41 - 20 101 - 5772 - 452 . 41 - 20 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 10 101 - 5772 - 452 . 41 - 20 101 - 5772 - 452 . 41 - 10 101 - 2020 - 423 . 41 - 10 101 - 2020 - 423 . 41 - 10 101 - 2020 - 423 . 41 - 30 510 - 4410 - 405 . 41 - 30 510 - 4410 - 405 . 41 - 30 580 - 4750 - 473 . 41 - 11 101 - 1070 - 410 . 41 - 20 101 - 1070 - 410 . 41 - 30 502 - 4710 - 471 . 41 - 10 580 - 4750 - 473 . 41 - 11 206 - 5771 - 452 . 41 - 10	279.80	*	279.80
16483		NPUA							VOIDED
16484	1786	NPUA	001743	3	10/11/2022	580-4750-473.41-11	31.79		
			001744	-	0/11/2022	101-5772-452.41-20	46.45		
			001745	Ţ	-U/11/2U22 -D/11/2022	101-5/72-452.41-20	203.51		
			001740	-	10/11/2022	101-5772-452.41-30	/7.98 150 13		
			001748		0/11/2022	101-5772-452 41-10	404.05		
			001749	1	0/11/2022	101-5772-452-41-10	249 67		
			001750	1	0/11/2022	101-5772-452.41-20	43.69		
-			001751	1	0/11/2022	101-5772-452.41-10	63.22		
			001752	1	LO/11/2022	101-5772-452.41-10	220.48		
			001753	1	.0/11/2022	101-5772-452.41-20	2,121.57		
		<u>-</u>	001754	]	10/11/2022	101-5772-452.41-30	78.50		
		-	001755	1	0/11/2022	101-5772-452.41-20	224.52		
			001750	1	LO/11/2022	101-5/72-452.41-20	43.69		
			001757	-	10/11/2022	101-5/72-452.41-10	34./4 270.41		
			001759	1	0/11/2022	101-5772-452.41-10	27U.41 33 //2		
			001760	1	0/11/2022	101-5772-452-41-20	2.024.23		
-			001761	j	0/11/2022	101-5772-452.41-10	15.13		
			001762	1	LO/11/2022	101-2020-423.41-10	599.78		
			001763	1	10/11/2022	101-2020-423.41-20	89.40		
			001764	1	LO/11/2022	101-2020-423.41-30	155.96		
			001784	1	10/11/2022	510-4410-405.41-10	3,107.78		
			001784	]	LO/11/2022	510-4410-405.41-20	273.20		
			001784	_	10/11/2022	510-4410-405.41-30	2,261.42		
			001/04 001/04	-	LU/ 11/2022 L0/11/2022	28U-4/2U-4/3.41-11 101-1070-410 41 10	72.28		
			001784	1	LO/11/2022	101-1070-410-41-10	1,004.45		
			001784	-	0/11/2022	101-1070-410.41-20	224.00 77 00		
			001784	1	0/11/2022	502-4710-471.41-10	//.50 4/ 21		
			001784	1	0/11/2022	502-4710-471.41-10	44.2T		
			001788	3	10/11/2022	580-4750-473.41-11	76.07		
			001866	]	LO/11/2022	206-5771-452.41-10	43 00		

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CITY OF NEEDLES

NO	VENDOR NO	VENDOR NAME	VOUCHER NO		DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16494	1706							
16484	1/80	NPUA	001866		10/11/2022	206-5771-452.41-20	6,024.34	
			001866		10/11/2022	206-5771-452.41-30	77.98	
			001866		10/11/2022	503-4720-475.41-10	63.54	
			001866		10/11/2022	503-4720-475.41-20	201.53	
		-	001866		10/11/2022	503-4720-475.41-10	337.89	
			001866		10/11/2022	503-4720-475.41-20	44.23	
			001866		10/11/2022	503-4720-475.41-10	9.199.30	
			001866		10/11/2022	503-4720-475.41-20	348 51	
			001877		10/11/2022	101-3010-431.41-10	433 50	
			001877		10/11/2022	101-3010-431 41-20	63.42	
			001877		10/11/2022	101 3010 431 41 20	200 00	
			001939		10/11/2022	503-4720-475 41-10	34 53	
			001940		10/11/2022	101-5770-452 41-10	24.23	
			001941		10/11/2022	101 5770 452 41 10	2,013.01	
			001941		10/11/2022	101-5770-452.41-20	647.81	
			001941		10/11/2022	101-57/0-452.41-30	77.98	
			001941		10/11/2022	101 5774 452.41-10	64.25	
					10/11/2022	101-5774-452.41-10	340.66	
			001941		10/11/2022	101-5774-452.41-20	234.57	
			001941		10/11/2022	101-5774-452.41-10	2,466.50	
			001941		10/11/2022	101-5774-452.41-20	214.98	
			001941		10/11/2022	101-5774-452.41-30	155.96	•
			001941		10/11/2022	507-5762-454.41-10	115.14	
			001942		10/11/2022	101-5774-452.41-30 507-5762-454.41-10 502-4710-471.41-10 502-4710-471.41-10 502-4710-471.41-10 503-4720-475.41-20 507-5761-453.41-20	257.90	
			001942		10/11/2022	502-4710-471.41-10	2,324.37	
			001942		10/11/2022	502-4710-471.41-10	60.81	
			001943		10/11/2022	503-4720-475.41-10	4.83-	
			001943		10/11/2022	503-4720-475.41-20	43.74	
			001950		10/11/2022	507-5761-453-41-20	73 83	
			001950		10/11/2022	507-5761-453.41-20	56 34	
		•	001950		10/11/2022	507-5761-453.41-20	218 97	
			001950		10/11/2022	507-5761-453 41-20	12 222 40	
			001950		10/11/2022	507 - 5762 - 454 41 - 20	212 00	
			001950		10/11/2022	507-5762-454.41-20	1 030 07	
			001950		10/11/2022	507-5762-454-41-10	1,032.07	
			001950		10/11/2022	507-5762-434-41-10	409.04	
			001950		10/11/2022 10/11/2022 10/11/2022	507 5762 454 41 30	235.07	
			001370		10/11/2022	507-5762-454.41-30	433.94	<u>-</u>
							55,559.74 *	55,559.74
16485	3324	OFFICE EXPRESS	001786		10/11/2022	510-4410-405.61-06	432.12	
							432.12 *	432.12
16486	740	OUR TOWN MAGAZINE	001895		10/11/2022	507-5762-454.53-00	372.30	
					•		372.30 *	372 30
							- 2.00	3,2.30
16487	4027	PETRELLI ELECTRIC, INC	PI0046	023036	10/11/2022	580-4750-473.60-55	252,446.15	
					, , <u>-</u> <del>-</del>		252,446.15 *	252,446.15
16488	4063	PROVOAST AUTOMATION CONTR	001945		10/11/2022	503-4720-475.43-02		
	-555	COMPA HOLOGIANTON CONTR	007743		10/11/2022	JUS "4/20-4/5.43-UZ	306.38	205
							306.38 *	306.38

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

CHECK NO	VENDOR NO	NAME	VOUCHER NO	1/10	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN	) TOTAL
16489		QUILL CORP.	001825 001831 001831 001866 001896 001945 001945 001945 001945 001945		10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	508-4810-478.61-01 510-4410-405.61-06 510-4410-405.61-06 503-4720-475.61-01 101-1030-414.61-01 510-4410-405.61-01 101-1070-410.61-01 101-1070-410.61-01 510-4410-405.61-01 510-4410-405.61-01	216.97 327.46 213.28- 196.08 37.70 123.91 14.86 13.24 86.19 43.09 271.48	1,117.70
16490	818	R & R PRODUCTS INC.	001786 001826 001866 001877 001951 001951		10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	507-5761-453.63-00 507-5761-453.63-00 206-5771-452.43-04 101-5772-452.43-04 507-5761-453.43-04 507-5761-453.43-04	13.11 117.71 224.39 224.39 117.71	
16491	3012	RAILROAD MANAGEMENT CO. I	001866		10/11/2022	580-4750-473.43-09	1 6/19 60	815.02 1,649.60
16492	2861	REINKE A/C CORP.	001829		10/11/2022	525-4770-461.43-02		
16493	309	REPUBLIC SERVICES #78	PI0039				96,758.32 *	96,758.32
16494	3796	ROUTE 66 BROADBAND LLC	001877 001946 001946 001949		10/11/2022 10/11/2022 10/11/2022 10/11/2022	101-3010-431.52-10 509-4910-479.52-12 503-4720-475.52-10 101-1030-414.52-10	200.00 270.00 85.00 175.00 730.00 *	730.00
16495	4058	s-NET COMMUNICATIONS INC.	PI0038	023032	10/11/2022	510-4410-405.52-10	1,592.56 1,592.56 *	1,592.56
16496	4001	SIMPLOT TURF & HORTICULTU	PI0050	023041	10/11/2022	507-5761-453.61-07	22,412.00 22,412.00 *	22,412.00
16497	1649	SWRCB	001868		10/11/2022	503-4720-475.31-40	155.00 155.00 *	155.00
16498	3851	SY FOLEY	001938		10/11/2022	503-4720-475.57-00	94.94 94.94 *	94.94
16499	3950	TKE ENGINEERING INC	001774 001782		10/11/2022 10/11/2022	101-0000-204.03-01 101-0000-204.03-01	1,044.00 732.50	

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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
16499	3950	TKE ENGINEERING INC	PI0033 PI0034 PI0035 PI0036 PI0037 PI0044	023017 023023 023023 023031 023034	10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	238-5772-452.31-16 233-5772-452.72-18 101-1040-417.31-16 101-1040-417.31-16 102-3010-431.71-22 102-3010-431.71-22	290.00 2,699.00 995.00 257.50 1,970.00 1,054.00	
			PI0045	023034	10/11/2022	582-4710-471.71-10	263.50 9,305.50 *	9,305.50
16500	3917	TOUCHSTONE GOLF LLC	PI0051	023001	10/11/2022	507-5762-454.31-89	5,000.00 5,000.00 *	5,000.00
16501	3802	TRACY BECK	001018		10/11/2022	101-1025-415.55-00	399.00 399.00 *	399.00
16502	3266	TRI STATE TOOL REPAIR	001765 001766 001767 001768 001877		10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	580-4750-473.43-57 580-4750-473.43-57 580-4750-473.43-57 101-5772-452.43-04 101-3010-431.43-57	178.89 61.50 124.21 11.09 350.48 726.17 *	726.17
16503	772	TRI-STATE ACE HARDWARE	001742		10/11/2022	503-4720-475.43-02	140.98 140.98 *	140.98
16504	2819	TRI-STATE HOSE & FITTINGS	001867 001877 001877 001877		10/11/2022 10/11/2022 10/11/2022 10/11/2022	503-4720-475.43-04 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26	126.30 79.08 195.42 90.82 491.62 *	491.62
16505	2798	U.S. DEPARTMENT OF ENERGY	001830 001947		10/11/2022 10/11/2022	580-4750-473.43-12 580-4750-473.63-10	3,989.95 15,822.50 19,812.45 *	19,812.45
16506	3272	ULINE	001948 001948 001948 001948 001948		10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	101-1040-417.61-01 101-2025-424.61-04 580-4750-473.61-01 101-5772-452.61-06 239-4730-472.60-00	1,895.76 31.25 215.82 175.14 442.60 2,760.57 *	2,760.57
16507	3830	UNIFIRST CORPORATION	001769 001770 001771 001772 001773 001783 001786		10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	580-4750-473.61-04 101-5772-452.61-04 101-5772-452.61-04 101-3010-431.61-04 503-4720-475.61-04 580-4750-473.61-04 508-4810-478.61-04 502-4710-471.61-04	130.90 26.95 26.95 96.68 16.10 130.90 1.28 31.32	2,700.37

PREPARED09/28/2022, 14:32:36

#### ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

PAGE 8
ACCOUNTING PERIOD 2023/04
REPORT NUMBER 66

HECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. DATE NO	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16507	2020	TIMIT TO TO CO CODO DO	001007	10/11/2	022 507~5762-454.43-08	7.49	
16507	3830	UNIFIRST CORPORATION	001827	10/11/2 10/11/2	022 50/~5/02-454.45-00		
			001867			8.56	
			001867	10/11/2		1.29	
			001867	10/11/2		31.32	
			001877	10/11/2		16.10	
			001877	10/11/2	022 101-5772-452.61-04	26.95	
			001877 001897	10/11/2 10/11/2	022 101-3010-431.61-04 022 101-5774-452.61-06	184.09 8.56	
			001951	10/11/2	022 507-5762-454.45-06	7.49 752.93 *	752.9
						732.93	152.9
16508	326	WESTERN ALARM SERVICE II	NC 001899	10/11/2	022 101-5773-452.43-40	60.00	
						60.00 *	60.0
16509	3528	WESTERN ENVIRONMENTAL T	RS PI0049	023040 10/11/2	022 502-4710-471.59-75	6,780.00	
	5524		001948	10/11/2		245.00	
			001948	10/11/2		239.00	
			001948	10/11/2		523.00	
						7,787.00 *	7,787.0
16510	3967	WILLDAN ENGINEERING	PI0040	023022 10/11/2	022 101-2025-424.31-10	12,960.00	
10310	3907	WILLDAM ENGINDERING	PI0041	023022 10/11/2			
			PI0041	023022 10/11/2		12,312.00	
			PI0042	023022 10/11/2	022 101-2025-424.31-10	2,187.50	
			001900	10/11/2	022 101-2023-424.31-10	562.50	
		•	001901	10/11/2	022 101-0000-204.03-00	165.00	
			001901	10/11/2	022 101-0000-204.33-00	125.00	
			001903	10/11/2	022 101-0000-204.37-00	187.50	
			001904	10/11/2		8,071.48	
			001905	10/11/2		805.00	
		•	001906	10/11/2		747.50	
			001907	10/11/2	022 101-2025-424.31-10	920.00	
		•	001953	10/11/2	022 101-0000-204.03-01		
			001973	10/11/			
			001973	10/11/		125.00	
			001575	10/11/	101 0000 201.30 00	42,328.48 *	42,328.
16511	3999	WILLIAM HANDLIN	001898	10/11/	022 507-5761-453.43-34	3,750.00	
T02TT	3377	MIDDIAM HANDDIN	001030	10/11/	1022 307-3701-433.43-34	3,750.00 *	3,750.6
						3,730.00	3,730.0
16512	3842	XIO, INC.	001827	10/11/	022 502-4710-471.31-90		
						143.00 *	143.0
16513	3828	3D-NETWORKS LLC	001867	10/11/2	022 509-4910-479.31-53	400.00	
			001867	10/11/2		3,050.00	
			001911	10/11/3	1022 509-4910-479.31-90	3,804.00	•
			001912	10/11/3			
				- ·		7,754.00 *	7,754.0
					BANK/CHECK TOTAL	788,615.08	788,615.0

PAGE 9 PREPARED09/28/2022, 14:32:36 ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER ACCOUNTING PERIOD 2023/04 PROGRAM: GM346L REPORT NUMBER 66 CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING CHECK VENDOR VENDOR VOUCHER P.O. DATE REMITTANCE AMOUNT CHECK NO NO NAME NO NO ACCOUNT (NET OF DISC/RETAIN) TOTAL CHECK VENDOR VENDOR NO NO NAME

ALL BANKS/CHECKS TOTAL 788,615.08 788,615.08

#### CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR SEPTEMBER 28, 2022

					FUND AMT.		28-Sep	2	2-23 BUDGET
FUND 101	GENERAL FUND	\$	271.45						
101.1015.412	CITY ATTORNEY	\$	-			\$	12,029.40	\$	80,000.00
101.1020.413	CITY MANAGER	\$	-			\$	52,020.85		219,507.00
101.1025.415	FINANCE DEPT.	\$	-			\$	141,852.54		698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	392.43			\$	51,155.60	\$	291,344.00
101.1035.416	PLANNING /ZONING	\$	1,436.35			\$	45,797.32	\$	373,159.00
101.1040.417	ENGINEERING	\$	696.54			\$	52,993.02		361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-			\$	12,652.00	\$	38,900.00
101.1070.410	SENIOR CENTER	\$	-			\$	12,195.39	\$	59,457.00
101.2010.421	SHERIFF	\$	-			\$	819,009.22	\$	
101.2020.423	ANIMAL SHELTER/CONTROL	\$	379.47			\$	47,494.59	\$	233,027.00
101.2025.424	BULDING & SAFETY	\$	329.10			\$	82,944.83	\$	608,738.00
101.2030.423	CODE ENFORCEMENT	\$	1,521.22			\$	165,405.08	\$	696,985.00
101.3010.431	PUBLIC WORKS	\$	.,021.22			\$	237,941.77	\$	753,297.00
101.4730.472	SANITATION	\$	79.05			\$	40,395.41	\$	166,600.00
101.5770.452.	AQUATICS	\$	-	.,		\$	65,996.32	_	194,192.00
101.5772.452	PARKS	\$	-		1 4 4 7 6 9	\$	113,544.42	\$	658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$				\$	33,426.17	\$	107,923.00
101.5774.452	RECREATION	\$	1,353.32			\$	61,602.74	\$	371,884.00
GENERAL FUNI		Ψ	1,000.02	\$	6,458.93	Ψ	01,002.14		9,396,381.00
FUND 102	GEN. FUND CAPITAL PROJECT	/ AV		\$	0,430.93	\$	3,249.66	\$	2,715,000.00
FUND 205	CDBG			\$		\$	1,974.00	\$	42,692.00
FUND 206	CEMETERY			\$		\$	39,467.05	\$	202,270.00
FUND 208	CALTRANS GRANTS			\$		\$	39,407.03	\$	90,000.00
FUND 210	SPECIAL GAS TAX			\$		\$	38,457.00	\$	272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL			\$		\$	30,437.00	\$	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			\$		\$	640.00	\$	3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT			\$		\$	040.00	\$	25,526.00
FUND 270	REDEVELOPMENT AGENCY			\$		\$	11,543.92	\$	287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.			\$	-	\$	8,200.00	\$	300,000.00
FUND 501	NPUA			\$		\$	822.12		2,601,074.00
FUND 502	WATER DEPARTMENT				293.23	-	421,232.01		1,938,399.00
				\$		\$		_	
FUND 503	WASTEWATER DEPARTMENT			\$	(907.92)		250,439.75		1,241,325.00
FUND 505	SANITATION SANAL PROJECTION			\$	29.98	\$	147,900.94 23,751.15		1,458,897.00
FUND 506 FUND 507	ALL AMERICAN CANAL PROJ.	•		\$	29.98	\$	23,751.15	Þ	1,041,800.00
	GOLF FUND	\$	-			•	70.005.54	•	044 000 00
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	-			\$	78,995.51	\$	641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$		•		\$	26,983.61	\$	370,454.00
FUND 507	GOLF FUND TOTAL			\$	- 447.40	•	00 000 00	•	455.007.00
FUND 508	CUST.SVC/UT BUSINESS OFFICE			\$	117.43	_	86,938.02		455,807.00
FUND 509	MIS			\$	-	\$	53,828.46	_	257,370.00
FUND 510	ADMIN. FACILITY			\$	-	\$	37,201.28	\$	414,950.00
FUND 511	FLEET MANAGEMENT			\$	55.34	\$	56,054.53	\$	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	100		\$	2,323.87	\$	1,271,321.24		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
TOTAL	ALL FUNDS & DEPARTMENTS			\$	8,370.86	\$	5,369,734.61	\$	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

Rtok Daniels, City Manager City Treasurer Sylva Miledi, Director of Finance

PREPARED 9/28/2022, 10:45:23 ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1 DISBURSEMENT PERIOD 03/2023

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECK!

BANK 04	WELLS FA	RGO BA	NK - CITY GEI	VERAL CH	ECKING				
CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME			CHECK DATE	CHECK AMOUNT	TAKEN	
16447 16448	3651 3651	00 00	WELLS FARGO			09/28/2022 09/28/2022	VOID 8,370.86	-00	
NUMBE	R OF CHEC	KS		2	GRAND TOTAL	L	8,370.86		

PREPARED09/28/2022, 10:53:29

#### ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PROGRAM: GM346L

CITY OF NEEDLES

PAGE 1 ACCOUNTING PERIOD 2023/03 REPORT NUMBER

HECK NO	VENDOR NO	VENDOR NAME				REPORT  REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16447	3651	WELLS FARGO			101-3010-431.62-00 511-3020-432.62-00 101-5774-452.43-18 101-3010-431.43-60 101-3010-431.55-00 101-3010-431.61-21 101-1030-414.55-00 502-4710-471.52-10 503-4720-475.52-10 503-4720-475.52-10 101-2020-423.61-36 101-2020-423.61-36 101-2020-423.61-04 101-0000-204.06-00 502-4710-471.31-90 101-5774-452.60-24 101-5774-452.60-24 101-5774-452.61-06 101-1040-417.53-00 101-2025-424.31-40 101-2035-424.31-40 101-1035-416.53-00 101-2035-424.31-40 101-1035-416.53-00 508-4810-478.61-04 101-1040-417.31-90 508-4810-478.61-04 101-2025-424.69-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21		VOIDED
16448	3651	WELLS FARGO	001880	09/28/2022	101-3010-431.62-00	760.00	***************************************
			001881	09/28/2022	511-3020-432.62-00	55.34	
			001882	09/28/2022	101-5774-452.43-18	145.69	
			001883	09/28/2022	101-3010-431.43-60	314.68	
			001884	09/28/2022	101-3010-431.55-00	20.04	
			001885 001886	09/28/2022	101-3010-431.61-21	139.00	
			001886	09/28/2022	101-1030-414.55-00	392.43	
			001886	09/20/2022	502-4/10-4/1.52-10	7.10	
			001886	09/28/2022	580-4750-473.52-10	7.10	
			001886	09/28/2022	101-2020-423.31-40	75.00	
			001886	09/28/2022	101-2020-423.61-36	27.73	
			001886	09/28/2022	101-2020-423.61-04	276.74	
			001886	09/28/2022	101-0000-204.06-00	271.45	
			001886	09/28/2022	502-4710-471.31-90	14.99	
			001913	09/28/2022	101-5774-452.60-24	1,132.85	
			001914	09/28/2022	101-5774-452.61-06	74.78	
			001915	09/28/2022	101-1040-417.53-00	559.04	
			001916 001917	09/28/2022	101-1035-416.53-00	439.82	
			001917	09/20/2022	101-2025-424.55-00	137 EA	
			001919	09/28/2022	101-2023-424.31-40	287 50	
			001920	09/28/2022	101-1035-416.31-40	137.50	
			001921	09/28/2022	101-1040-417.31-40	137.50	
			001922	09/28/2022	101-1035-416.55-00	859.03	
			001923	09/28/2022	508-4810-478.61-04	117.43	
			001924	09/28/2022	101-2025-424.69-21	39.00	
			001925	09/28/2022	580-4750-473.61-21	364.20	
			001926	09/28/2022	580-4750-473.62-00	100.00	
			001927 001928	09/28/2022	500-4750-473-51-21	14/.14	
			001928	09/28/2022	503-4750-475.52-20	9.73	
			001930	09/28/2022	580-4750-473 31-90	1 06	
			001931	09/28/2022	506-4713-477.61-01	29.98	
			001932	09/28/2022	580-4750-473.61-21	63.57	
			001933	09/28/2022	502-4710-471.62-00	144.00	
			001954	09/28/2022	503-4720-475.52-20	31.85	
			001955	09/28/2022	580-4750-473.61-21 502-4710-471.62-00 503-4720-475.52-20 101-4730-472.55-00 580-4750-473.61-01 580-4750-473.62-00 580-4750-473.69-22 580-4750-473.63-41 580-4750-473.60-55 580-4750-473.60-55	79.05	
			001320	09/28/2022	580-4750-473.61-01	66.14	
			001968	09/28/2022	580-4750-473.69-21	62.91	
			001969	09/28/2022	580-4750-473.62-00	400.00	
			001970 001971	09/28/2022 09/28/2022	500-4/50-4/5.09-22 500-4750-472 62-41	74 CO	
			001971	09/28/2022	580-4750-473.63*41	ጋፏ.ዕሀ ጎፍ ይበ	
			001975	09/28/2022	580-4750-473 60-55	1.000.00	
			001373	03/20/2022	101-2025-424.53-00 101-2025-424.31-40 101-2030-423.31-40 101-1035-416.31-40 101-1040-417.31-40 101-1035-416.55-00 508-4810-478.61-04 101-2025-424.69-21 580-4750-473.61-21 580-4750-473.62-20 503-4720-475.61-33 580-4750-473.31-90 506-4713-477.61-01 580-4750-473.61-21 502-4710-471.62-00 503-4720-475.52-20 101-4730-473.61-21 502-4710-471.62-00 503-4750-473.61-21 502-4710-471.62-00 503-4750-473.61-21 502-4750-473.61-21 502-4710-471.62-00 503-4750-473.61-01 580-4750-473.61-01 580-4750-473.62-00 580-4750-473.63-41 580-4750-473.63-41 580-4750-473.63-41 580-4750-473.60-55	8,370.86 *	8,370.86
						5, 5.00	2,0.0.00

PAGE 2 ACCOUNTING PERIOD 2023/03 REPORT NUMBER 65

PROGRAM: GM346L CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING \_\_\_\_\_\_ REMITTANCE AMOUNT CHECK

CHECK VENDOR VENDOR VOUCHER P.O. DATE NO NO NO TOTAL ACCOUNT (NET OF DISC/RETAIN) \_\_\_\_\_\_

ALL BANKS/CHECKS TOTAL 8,370.86 8,370.86

## CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR October 11, 2022

	WARRANT SOMMART TO	DIALO	TON OCTOBE	FUND AMT.		11-Oct	2	2-23 BUDGET
FUND 101	GENERAL FUND	\$	5,000.00	TONBANT:	2810		1.00	
101.1015.412	CITY ATTORNEY	Ť	0,000.00		\$	12,029.40	\$	80,000.00
101.1020.413	CITY MANAGER				\$	52,020.85		219,507.00
101.1025.415	FINANCE DEPT.	\$	275.00		\$	142,125.54		698,085.00
101.1020.415	CITY CLERK/COUNCIL/MAYOR	•	210100		\$	51,155.60		291,344.00
101.1035.416	PLANNING /ZONING				\$	45,797.32		373,159.00
101.1040.417	ENGINEERING				\$	52,993.02		361,425.00
101.1060.410	COMMUNITY PROMOTIONS				\$	12,652.00		38,900.00
101.1070.410	SENIOR CENTER				\$	12,195.39		59,457.00
101.2010.421	SHERIFF				\$	819,099.22		3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL				\$	47,494.59		233,027.00
101.2025.424	BULDING & SAFETY				\$	82,944.83		608,738.00
101.2030.423	CODE ENFORCEMENT				\$	165,405.08		696,985.00
101.3010.431	PUBLIC WORKS				\$	237,941.77		753,297.00
101.4730.472	SANITATION				\$	40,395.41		166,600.00
101.5770.452.	AQUATICS				\$	67,526.79		194,192.00
101.5770.452.	PARKS	\$			\$	128,551.68		658,491.00
101.5773.452	JACK SMITH PARK MARINA	Ψ			\$	33,836.13		107,923.00
101.5774.452	RECREATION				\$	61,602.74		371,884.00
GENERAL FUND		WALEU	8 - 7 B	\$ 5,275.00	\$	2,191,284.22	\$	9,396,381.00
FUND 102	GEN. FUND CAPITAL PROJECT	No. 10		Ψ 0,270.00	\$	3,249.66	_	2,715,000.00
FUND 205	CDBG	Maria Sala			\$	1,974.00		42,692.00
FUND 206	CEMETERY	1979			\$	39,467.05		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				\$	- SA	\$	450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL				\$	29,562.32	-	251,497.00
FUND 233	JACK SMITH PARK MARINA	- John St			\$	2,786.10		13,645.00
FUND 238	STATE RECREATION GRANTS				\$	640.00		
FUND 239	CA.CONSERV RECYLING GRANT				\$	-	\$	25,526.00
FUND 270	REDEVELOPMENT AGENCY				\$	11,543.92	-	287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.				\$	8,200.00		300,000.00
FUND 501	NPUA	11.51			Ψ	0,200.00	-	2,601,074.00
FUND 502	WATER DEPARTMENT				\$	421,232.01	_	1,938,399.00
FUND 503	WASTEWATER DEPARTMENT	100			\$			1,241,325.00
FUND 505	SANITATION	331			\$			1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.		Control of the		\$	23,751.15		1,041,800.00
FUND 507	GOLF FUND	SIEWIN-			Ψ	20,701.10	1	1,011,000.00
FUND 507-5761-453	GOLF TOND  GOLF MAINTENANCE DEPARTMENT				\$	78,995.51	\$	641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	1			\$	30,401.49		
FUND 507-5762-454	GOLF FRO SHOP DEPARTMENT	1000	n the name		Ψ	30,401.43	4	070,404.00
FUND 508	CUST.SVC/UT BUSINESS OFFICE				\$	86,938.02	\$	455,807.00
	- 122	1			\$			257,370.00
FUND 509	MIS	Name of			\$	37,201.28		414,950.00
FUND 510 FUND 511	ADMIN. FACILITY				\$	56,054.53		281,078.00
	FLEET MANAGEMENT VEHICLE REPLACEMENT	TOWN TO			\$	10,279.39	-	10,279.39
FUND 512					\$	120,406.36		250,098.00
FUND 520	SR DIAL A RIDE	The second			\$	3,539.57	-	22,274.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	E ST			\$	89,035.14		614,438.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	121122			-			12,406,721.00
FUND 580	ELECTRIC	738 J. S. W.			\$	1,271,321.24 479,146.01	-	969,829.00
FUND 581	NPUA CAPITAL ELECTRIC				\$		_	
FUND 582	NPUA CAPITAL WATER			¢ 5275.00	\$	7,912,360.94		2,898,403.00
TOTAL	ALL FUNDS & DEPARTMENTS			\$ 5,275.00				

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

Ricky Daniels, City Manager Date Date Sylvia Miledi, Director of Finance Date

PAGE 1
ACCOUNTING PERIOD 2023/04

PROGRAM: GM346L CITY OF NEEDLES

CHECK	VENDOR		VOUCHER NO	P.O.	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
NO	NO 	NAME				ACCOUNT	(NDI OI DIOC/REITIN/	
16490:	* 818	R & R PRODUCTS INC.	001786 001866		10/11/2022 10/11/2022	507-5761-453.63-00 206-5771-452.43-04	13.11- 224.39-	
			001877 001826		10/11/2022 10/11/2022	101-5772-452.43-04 507-5761-453.63-00	224.39 - 117.71 -	
			001951 001951		10/11/2022 10/11/2022	507-5761-453.43-04 507-5761-453.43-04	117.71- 117.71-	
							815.02- *	VOIDED
16514	3502	KIPPY POULSON	001992		10/11/2022	101-1025-415.31-90	275.00 275.00 *	275.00
16515	818	R & R PRODUCTS INC.	001988 001989		10/11/2022 10/11/2022	101-5772-452.43-04 507-5761-453.43-04	224.39 117.71	
			001990 001991		10/11/2022 10/11/2022	507-5761-453.43-04 507-5761-453.63-00	117.71 13.11	
			* *		, ,		472.92 *	472.92
16516	3907	ST.VINCENT DE PAUL SOCIET	0055		10/11/2022	101-0000-210.00-00	5,000.00 5,000.00 *	5,000.00
			•				5,000.00	3,000.00
						BANK/CHECK TOTAL	4,932.90	5,747.92
					ALL I	BANKS/CHECKS TOTAL	4,932.90	5,747.92

PREPARED 9/30/2022, 9:34:55 ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER PROGRAM: GM348U

PAGE 1 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	
16514 16515 16516	3502 818 3907	00 00 00	KIPPY POULSON R & R PRODUCTS INC. ST. VINCENT DE PAUL		10/11/2022 10/11/2022 10/11/2022	275.00 472.92 5,000.00	.00 .00 .00	
NUMBE	R OF CHEC	KS	3	GRAND TOTAL		5,747.92		

#### CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR SEPTEMBER 28, 2022

				FUND	AMT.		11-Oct	22	2-23 BUDGET
FUND 101	GENERAL FUND	\$		MI THE					
101.1015.412	CITY ATTORNEY	\$	+			\$	12,029.40	\$	80,000.00
101.1020.413	CITY MANAGER	\$	6.12			\$	52,026.97	\$	219,507.00
101.1025.415	FINANCE DEPT.	\$	37.05			\$	142,164.59	\$	698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	-			\$	52,487.90	\$	291,344.00
101.1035.416	PLANNING /ZONING	\$	11.30			\$	46,088.42	\$	373,159.00
101.1040.417	ENGINEERING	\$	42.56			\$	54,931.34	\$	361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-			\$	14,937.27	\$	38,900.00
101.1070.410	SENIOR CENTER	\$	_			\$	12,223.49	\$	59,457.00
101.2010.421	SHERIFF	\$	-			\$	819,009.22	\$	3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	11.00			\$	47,505.59	\$	233,027.00
101.2025.424	BULDING & SAFETY	\$	11.30			\$	82,987.38	\$	608,738.00
101.2030.423	CODE ENFORCEMENT	\$	11.30			\$	165,416.38	\$	696,985.00
101.3010.431	PUBLIC WORKS	\$	1=1			\$	237,941.77	\$	753,297.00
101.4730.472	SANITATION	\$	145			\$	40,395.41	\$	166,600.00
101.5770.452.	AQUATICS	\$	4.41			\$	70,270.13	\$	194,192.00
101.5772.452	PARKS	\$	12			\$	128,551.68	\$	658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$	-			\$	33,426.17	\$	107,923.00
101.5774.452	RECREATION	\$	-	11		\$	61,602.74	\$	371,884.00
GENERAL FUND				\$	135.04			\$	9,396,381.00
FUND 102	GEN. FUND CAPITAL PROJECT	Tio I		\$	9.90	\$	3,259.56	\$	2,715,000.00
FUND 205	CDBG	981		\$	-	\$	1,974.00	\$	42,692.00
FUND 206	CEMETERY		The state of the s	\$		\$	39,467.05	\$	202,270.00
FUND 208	CALTRANS GRANTS			\$		\$	*	\$	90,000.00
FUND 210	SPECIAL GAS TAX	144		\$	•	\$	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	1-7		\$	-	\$		\$	13,645.00
FUND 238	STATE RECREATION GRANTS			\$	27.13	\$		\$	3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT			\$	-	\$	442.60	\$	25,526.00
FUND 270	REDEVELOPMENT AGENCY	1100		\$		\$	11,543.92		287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.	5 1 11		\$		\$	8,200.00	\$	300,000.00
FUND 501	NPUA			\$		\$	710,477.71	\$	2,601,074.00
FUND 502	WATER DEPARTMENT	3 70		\$	96.35	\$	425,277.54	\$	1,938,399.00
FUND 503	WASTEWATER DEPARTMENT			\$	44.10	\$	252,050.61	\$	1,241,325.00
FUND 505	SANITATION			\$	12	\$	147,900.94		1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.			\$	10.46	\$	23,761.61		1,041,800.00
FUND 507	GOLF FUND	\$	96.49					min	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	5.53			\$	107,384.66	\$	641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	ŝ	38.90			\$	49,349.14	_	370,454.00
FUND 507-5762-454	GOLF FUND TOTAL	Ψ	00.00	\$	140.92	Ť		1	V 151 101 18160
FUND 508	CUST.SVC/UT BUSINESS OFFICE	Mes 0		\$	54.48	\$	86,992.50	\$	455,807.00
	MIS	(S (8)		\$	-	\$	53,828.46		257,370.00
FUND 509 FUND 510	ADMIN. FACILITY	W.		\$	21.24	\$	38,147.19		414,950.00
	FLEET MANAGEMENT			\$	76.04	\$	56,133.45		281,078.00
FUND 511	VEHICLE REPLACEMENT			\$		\$	10,279.39		10,279.39
FUND 512	SR DIAL A RIDE			\$	-	\$	120,406.36	_	250,098.00
FUND 520	DIAL-A-RIDE MEDICAL TRANS.	500		\$		\$	3,539.57		22,274.00
FUND 521	NEEDLES AREA TRANSIT (NAT)	ligi-		\$		\$	89,035.14		614,438.00
FUND 525		Dan'		\$	204.34	\$	1,271,321.24		12,406,721.00
FUND 580	ELECTRIC			\$	204.04	\$	479,146.01		969,829.00
FUND 581	NPUA CAPITAL ELECTRIC			\$		\$	27,522.80		2,898,403.00
FUND 582	NPUA CAPITAL WATER  ALL FUNDS, & DEPARTMENTS			\$	820.00		Committee of the Commit		45,851,508.39
TOTAL	ALL FUNDS, & DEPARTMENTS		11 - 1 - 241					IΨ	.5,55 1,000.00

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

10 3/2

Kippy Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

PROGRAM: GM348U

PREPARED 9/30/2022, 13:19:20 ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE DISBURSEMENT PERIOD 04/2023

CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

			war cili omamidi cin	CKING				
CHECK NUMBER		SEQ#	VENDOR NAME		CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN	,
16517	1213	00	CALIF. DEPT. OF TAX	& FEE ADMIN.	10/11/2022	820.00	.00	
NUMBEI	R OF CHECKS	S	1	GRAND TOTAL		820.00		

PREPARED09/30/2022, 13:21:03 PROGRAM: GM346L

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE ACCOUNTING PERIOD 2023/04 REPORT NUMBER 68

PROGR	CATA:	GM340	ш
CTTY	OΨ	MEEDLE	S

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
16517	1213	CALIFORNIA DEPT. OF TAX	001959 001960 001961 001962 001963 001965 001966 001976 001976 001976 001976 001976 001976 001976 001976 001976 001976 001976 001976 001976 001976		10/11/2022 10/11/2022	101-1020-413.61-02 101-1040-417.61-02 101-1025-415.61-02 101-5770-452.61-01 101-5774-452.61-06 101-2020-423.61-36 102-3010-431.71-22 101-1035-416.61-02 101-2035-424.61-02 101-2035-424.61-02 238-5772-452.72-18 502-4710-471.61-04 502-4710-471.31-90 503-4720-475.43-04 503-4720-475.61-04 503-4720-475.61-04 503-4720-475.61-01 507-5761-453.63-00 507-5762-454.60-55 506-4713-477.61-01 507-5761-453.63-00 507-5762-454.60-50 510-4410-405.61-01 511-3021-432.43-27 511-3021-432.43-29 511-3021-432.43-36 508-4750-473.61-21 580-4750-473.61-21	37.05 3.94 .47 11.00 9.90 11.30 11.30 27.13 38.92 57.43 29.06 .93 12.79 1.32 10.46 553 38.90 21.24 2.69 3.49 5.05 64.81	
			001976 001976 001976		10/11/2022 10/11/2022 10/11/2022	580-4750-473.61-21 580-4750-473.31-90 507-0000-203.00-00	8.70 11.63 96.49 820.00 *	820.00
						BANK/CHECK TOTAL	820.00	820.00
					ALL BA	ANKS/CHECKS TOTAL	820.00	820.00



# City of Needles, California Request for City Council Action

⊠ CITY COUNCIL ☐ N	IPUA	☐ SARDA	<b>\</b>	⊠ Regular ☐ Special
¥				
Meeting Date:	Septem	ber 27, 202	2	
Title:	Warran	ts		
Background:	n/a			
Fiscal Impact:	n/a			
Recommended Action:	<b>APPRO</b> 2022.	<b>DVE</b> , the Wa	ırrants Registe	r through September 27,
Submitted By:	Sylvia N	Miledi, Direc	tor of Finance	
				6
City Management Review	v:	Roll	-	Date: 10/4/22
Approved: ☐ Not A	pproved:		Tabled:	Other:
			Ag	genda Item:

#### CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR SEPTEMBER 27, 2022

	WARRANT SUMMARY TOT	MLO	FOR SEPTEM		Complete Company of the Company of t		27-Sep	20	2-23 BUDGET
FUND 404	CENEDAL ELIND	\$	7,349.54		UND AMT.	9-	21-Зер		-23 BODGL1
FUND 101	GENERAL FUND	\$	5,800.00	Vanit 1	e i ione i i	\$	11,600.00	•	80,000.00
101.1015.412	CITY ATTORNEY	\$	79.00			\$	49,392.96		219,507.00
101.1020.413	CITY MANAGER	\$	25.09			\$	135,652.10		698,085.00
101.1025.415	FINANCE DEPT.		20.24			\$	47,331.09	\$	291,344.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	6,087.20	The V		\$	41,293.39	\$	373,159.00
101.1035.416	PLANNING /ZONING	\$	1,065.69	1111		\$	47,761.64		361,425.00
101.1040.417	ENGINEERING	\$				\$	12,652.00	\$	38,900.00
101.1060.410	COMMUNITY PROMOTIONS	\$	12,652.00			\$	10,323.59	\$	59,457.00
101.1070.410	SENIOR CENTER	_	070 004 40			\$	819,099.22	\$	3,483,367.00
101.2010.421	SHERIFF	\$	273,031.42			_		-	233,027.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	202.67			\$	45,423.92	\$	608,738.00
101.2025.424	BULDING & SAFETY	\$	1,211.48			\$	43,452.00	\$	
101.2030.423	CODE ENFORCEMENT	\$	25,020.34	1000		\$	162,328.06	\$	696,985.00
101.3010.431	PUBLIC WORKS	\$	103,809.70	100		\$	226,828.83	\$	753,297.00
101.4730.472	SANITATION	\$	-	- 08		\$	31,957.09	\$	166,600.00
101.5770.452.	AQUATICS	\$	83.88			\$	66,080.20	\$	194,192.00
101.5772.452	PARKS	\$	10,900.13			\$	115,555.13	\$	658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$	165.69	The second		\$	33,591.86	\$	107,923.00
101.5774.452	RECREATION	\$	303.12	SE.		\$	58,047.34	\$	371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS			\$	447,807.19			\$	9,396,381.00
FUND 102	GEN. FUND CAPITAL PROJECT	11		\$	-	\$	225.66	\$	2,715,000.00
FUND 205	CDBG			\$		\$	1,316.00	\$	42,692.00
FUND 206	CEMETERY	n Svidi		\$	372.29	\$	32,458.59	\$	202,270.00
FUND 208	CALTRANS GRANTS			\$	<del>\</del>	\$		\$	90,000.00
FUND 210	SPECIAL GAS TAX	2015		\$	-	\$	25,638.00	\$	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			\$	7,748.58	\$	29,562.32	\$	251,497.00
FUND 233	JACK SMITH PARK MARINA			\$	-	\$	87.10	\$	13,645.00
FUND 238	STATE RECREATION GRANTS	- 1		\$	*	\$	350.00	\$	3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT			\$	=	\$		\$	25,526.00
FUND 270	REDEVELOPMENT AGENCY			\$		\$	11,537.60	\$	287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.			\$	:4	\$	(= 0	\$	300,000.00
FUND 501	NPUA			\$	713.41	\$	1,696,488.62	_	2,601,074.00
FUND 502	WATER DEPARTMENT			\$	31,468.28	\$		_	1,938,399.00
	WASTEWATER DEPARTMENT	1.47		\$	39,058.20	\$	224,847.06		1,241,325.00
FUND 503 FUND 505	SANITATION			Ψ_	00,000.20	\$	147,790.73		1,458,897.00
				\$	500.00	\$	22,202.02		1,041,800.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$	2,583.81	Ψ	300.00	Ψ	22,202.02	Ψ	1,041,000.00
FUND 507	GOLF FUND		- 2/2	W M		6	49,667.97	0	641,632.00
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	197.50			\$	29,583.72		370,454.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	1,757.57	•	4 500 00	Ф	29,503.72	Φ	370,434.00
FUND 507	GOLF FUND TOTAL			\$	4,538.88	•	04 622 27	6	4EE 907 00
FUND 508	CUST.SVC/UT BUSINESS OFFICE	H. A		\$	807.65	_	84,633.27		455,807.00
FUND 509	MIS	F III		\$	7,608.10	-	46,074.46		257,370.00
FUND 510	ADMIN. FACILITY			\$	2,648.68	_	27,311.36		414,950.00
FUND 511	FLEET MANAGEMENT			\$	4,121.82		53,181.38		281,078.00
FUND 512	VEHICLE REPLACEMENT			\$	5,972.88		16,252.27		16,252.27
FUND 520	SR DIAL A RIDE			\$	7,225.58		119,722.36		250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	F.		\$	1,196.73		3,219.57	_	22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	1107		\$	36,163.22	\$	88,016.14		614,438.00
FUND 580	ELECTRIC			\$	90,212.44	\$	964,594.65	\$	12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC			\$	23,567.16	\$	479,146.01	\$	969,829.00
FUND 582	NPUA CAPITAL WATER			\$	27,259.30		27,259.30		2,898,403.00
TOTAL	ALL FUNDS & DEPARTMENTS			\$	738,990.39	_	6,525,563.09		55,253,862.27
	itures/purchases to be paid by the warrants on this li		e complied with						

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

Rick Dapiels, City Manager

Date

| City Treasurer | Date |

#### PREPARED 9/16/2022, 9:11:52 ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE DISBURSEMENT PERIOD 03/2023

PROGRAM: GM348U CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

				·		DISCOUNTS/RETAINAGE TAKEN  .00 .00 .00 .00 .00 .00 .00 .00 .00 .
CHECK	VENDOR		VENDOR	CHECK	CHECK	DISCOUNTS/RETAINAGE
NUMBER	NUMBER	SEQ#	NAME	DATE	AMOUNT	TAKEN
16342	3709	0.0	ADRIAN CHAVEZ	09/27/2022	364.00	.00
16343	3305	0.0	AGUA CALIENTE	09/27/2022	25,948,00	.00
16344	1924	.00	AHA MACAV POWER SERVICE	09/27/2022	512.83	_00
16345	4013	0.0	AQUAFIX	09/27/2022	2,138.86	.00
16346	3750	0.0	AUTO ZONE	09/27/2022	44.27	.00
16347	2629	0.0	BARON PEST SOLUTIONS	09/27/2022	133.00	.00
16348	3808	0.0	HATZ, BERNARD	09/27/2022	207.00	.00
16349	178	0.0	BIG O TIRES & NAPA AUTO PARTS	09/27/2022	2,792.21	.00
16350	454	0.0	BINGHAM EQUIPMENT COMPANY	09/27/2022	179.83	.00
16351	7	0.0	BORDER STATES INDUSTRIES, INC.	09/27/2022	260.72	.00
16352	4059	0.0	BULLHEAD URGENT CARE CENTER	09/27/2022	90.00	.00
16353	2786	0.0	CACEO	09/27/2022	200.00	.00
16354	4051	00	CORA CONSTRUCTORS, INC.	09/27/2022	19,954.75	.00
16355	4051	01	CORA CONSTRUCTORS, INC.	09/27/2022	7,304.55	.00
16356	2054	0.0	DAN WILLIAMS	09/27/2022	12,652.00	.00
16357	1	00	DAWN MCCANN	09/27/2022	75.00	.00
16358	440	00	DECO FOODSERVICE INCORP.	09/27/2022	121.64	.00
16359	4054	00	ARCO AMPM	09/27/2022	620.80	.00
16360	3580	00	DIAMOND PURE WATER	09/27/2022	70.00	.00
16361	501	00	DOI-BOR-REGION: LOWER COLORADO	09/27/2022	27,074.18	.00
16362	3913	00	ENTERPRISE FM TRUST	09/27/2022	5,972.88	.00
16363	3682	00	EPIC ENGINEERING	09/27/2022	2,240.00	.00
16364	3462	00	EUSI LLC	09/27/2022	27,694.74	.00
16365	3108	00	FASTENAL COMPANY INCORP.	09/27/2022	208.44	.00
16366	3793	00	FEDERAL LICENSING INC	09/27/2022	119.00	.00
16367	1	00	FIRESTONE, JEFF	09/27/2022	713.41	.00
16368	1296	00	FRONTIER	09/27/2022	242.93	.00
16369	3708	00	GAUDIN FORD	09/27/2022	385.00	.00
16370	4012	00	GOLFNOW	09/27/2022	295.00	.00
16371	2612	00	HARDWARE EXPRESS INCORP.	09/27/2022	712.59	.00
16372	3864	00	HORIZON TECHNOLOGIES INC.	09/27/2022	980.00	.00
16373	3445	00	HUMANE SOCIETY MOHAVE COUNTY	09/27/2022	312.00	.00
16374	4060	00	INTALYTICS, INC	09/27/2022	4,950.00	.00
16375	4000	00	JARROD DELEON	09/27/2022	596.07	.00
16376	2390	00	JAVELINA TRADING COMPANY	09/27/2022	586.76	-00
16377	4048	00	LITTORAL POWER SYSTEMS, INC.	09/27/2022	5,000.00	.00
16378	3783	00	MARK MARNATI	09/27/2022	340.00	.00
16379	218	00	NEWS WEST PUBLISHING CO.	09/27/2022	365.84	.00
16380	1786	00	NPUA	09/27/2022	27,794.35	-00
1638T	3315	00	ONLINE COLLECTIONS	09/27/2022	170.73	.00
16382	3767	00	PATRICK MARTINEZ	09/27/2022	604.71	.00
16383	1491	00	PIONEER RESEARCH CORP.	09/27/2022	1,784.74	-00
16384	15	00	QUILL CORP.	09/27/2022	184.26	-00
16306 16306	818	0.0	K & K PRODUCTS INC.	09/27/2022	454.44	.00
16300	044	00	RUU EQUIPMENT COMPANY	09/27/2022	446.48	.00
16300/	2555 700T	00	REINKE A/C CORP.	09/27/2022	7,203.01	-00
16300	3558	00	KICK DANIELS	09/27/2022	630.35	.00
16300 16300	2008	00	RICOH USA, INC.	09/27/2022	300.27	.00
16301	405/	0.0	KIVEK DAZE	09/27/2022	2,500.00	- 00
16307 16307	3/96	0.0	KUUTE 00 BKUADBAND LLC	09/27/2022	23,896.65	.00
10394	2201	υu	S.D. COUNTY SHEKIFF'S DEPARTMENT	09/2//2022	280,780.00	.00

PROGRAM: GM348U

PREPARED 9/16/2022, 9:11:52 ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE DISBURSEMENT PERIOD 03/2023

CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK	VENDOR		VENDOR	CHECK	CHECK	DISCOUNTS/RETAINAGE TAKEN
NUMBER	NUMBER	SEQ#	NAME	DATE	AMOUNT	TAKEN
				* * * ^ * = = = = * * * * = = = = = =		
16393	4058	00	S-NET COMMUNICATIONS INC.	09/27/2022	1,592.56	-00
16394	2589	0.0	SAN BERNARDINO COUNTY	09/27/2022	9.361.71	_00
16395	1695	0.0	SILVER STATE HYDRALIC SERVICE INC.	09/27/2022	444.38	.00
16396	1826	0.0	SIMPSON NORTON CORP.	09/27/2022	327.27	.00
16397	3344	00	SLOVAK BARON & EMPEY LLP	09/27/2022	42,213.72	.00
16398	3577	0.0	SONSRAY MACHINERY LLC	09/27/2022	96,445.58	.00
16399	3959	00	SRIXON/CLEVELAND GOLF/XXIO	09/27/2022	1,293.00	.00
16400	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	09/27/2022	41.52	.00
16401	3631	0.0	STOTZ EQUIPMENT	09/27/2022	1,515.98	.00
	779	00	THATCHER COMPANY OF NEVADA, INC	09/27/2022	2,056.39	.00
16403	4008	0.0	THE PRINTER GUYS LLC	09/27/2022	1,541.95	.00
16404	3559	00	THOMAS G. DALLMAN M.D.	09/27/2022	340.00	.00
16405	3873	0.0	TRANSPORTATION CONCEPTS	09/27/2022	44,585.53	.00
16406	3693	0.0	TRI STATE COMMUNITY HEALTHCARE CTR.	09/27/2022	450.00	.00
164.07	3014	00	TRI STATE FIRE SYSTEMS, INC.	09/27/2022	507.50	.00
16408	3266	0.0	TRI STATE TOOL REPAIR	09/27/2022	743.70	.00
16409	2798	00	U.S. DEPARTMENT OF ENERGY	09/27/2022	19,990.45	.00
16410	3272	00	ULINE	09/27/2022	3,410.80	.00
	3825	00	ULTRA PEST CONTROL, LLC	09/27/2022	45.00	.00
	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	09/27/2022	87.00	.00
16413	3830	00	UNIFIRST CORPORATION	09/27/2022	779.96	.00
16414	4061	00	WOMENS CLUB OF NEEDLES	09/27/2022	4,400.00	.00
	3828	00		09/27/2022	7,608.10	.00
NUMBE	R OF CHEC	KS	74 GRAND TOTAL		738,990.39	

PREPARED09/16/2022, 9:33:57

16352

4059 BULLHEAD URGENT CARE CENT 001634

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER PAGE 1 PROGRAM: GM346L ACCOUNTING PERIOD 2023/03

HECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. DATE NO	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN	CHECK () TOTAL
16342		ADRIAN CHAVEZ	001101	09/27/2022	101-2030-423.55-00	364.00	364 00
16343	3305	AGUA CALIENTE	001603	09/27/2022	580-4750-473.63-10	25,948.00 25,948.00 *	25,948.00
16344		AHA MACAV POWER SERVICE		09/27/2022	580-4750-473.63-12	512.83 512.83 *	512.83
16345	4013	AQUAFIX, INC.		09/27/2022	503-4720-475.60-33	2,138.86 2,138.86 *	2,138.86
16346		AUTO ZONE	001415	09/27/2022	511-3021-432.43-27	44.27 44.27 *	44.27
16347	2629	BARON PEST SOLUTIONS	001529 001530	09/27/2022 09/27/2022	510-4410-405.43-01 511-3020-432.43-29	95.00 38.00 133.00 *	133.00
16348		BERNARD J. HATZ	001102	09/27/2022	101-2030-423.55-00	207.00	207.00
16349	178	BIG O TIRES & NAPA AUTO	P 001418 001419 001420 001421 001422 001423 001424 001467 001526 001527 001715 001716 001717 001718 001719 001720 001721	09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	511-3021-432.43-26 511-3021-432.43-26 511-3020-432.61-28 511-3021-432.43-26 511-3021-432.43-26 101-0000-204.11-00 101-5772-452.43-18 511-3021-432.43-26 511-3021-432.43-36 580-4750-473.43-03 511-3020-432.61-28 511-3020-432.61-28 511-3020-432.61-28 511-3020-432.61-28 511-3020-432.61-28 511-3020-432.61-28 511-3020-432.61-28	74.26 42.78 115.34 40.70 124.73 62.54 15.06 269.84 400.81 40.92 172.29 379.59 364.96 103.38 387.51 59.20 51.69	2 722 21
16350	454	BINGHAM EQUIPMENT COMPAN	ry 001596	09/27/2022	206-5771-452.43-04	2,792.21 * 126.57	2,792.21
			00123/	09/21/2022	200-3//1-432.43-04	179.83 *	179.83
16351	7	BORDER STATES INDUSTRIES	, 001704	09/27/2022	580-4750-473.60-55	260.72 260.72 *	260.72

09/27/2022

503-4720-475.31-90

90.00

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PAGE 2 ACCOUNTING PERIOD 2023/03 REPORT NUMBER

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 AMO (NET OF DISC/RET		CHECK TOTAL
16352	4059	BULLHEAD URGENT CARE CENT	r				90.00	*	90.00
16353	2786	CACEO	001705		09/27/2022	101-2030-423.56-00	200.00 200.00	*	200.00
16354	4051	CORA CONSTRUCTORS, INC.	PI0020	023009	09/27/2022	582-4710-471.71-05	19,954.75 19,954.75	*	19,954.75
16355	4051	CORA CONSTRUCTORS, INC.	PI0021	023009	09/27/2022	582-4710-471.71-05	7,304.55 7,304.55	*	7,304.55
16356	2054	DAN WILLIAMS	PI0032	023030	09/27/2022	101-1060-410.54-20	12,652.00 12,652.00	*	12,652.00
16357	1	DAWN MCCANN	001679		09/27/2022	101-0000-362.01-00	75.00 75.00	*	75.00
16358	440	DECO FOODSERVICE INCORP.	001534		09/27/2022	507-5762-454.43-08	121.64 121.64	*	121.64
16359	4054	DESERT SUN OIL CORP.	001416 001417 001536 001537		09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-3010-431.62-00 511-3020-432.62-00 511-3020-432.62-00 580-4750-473.62-00	296.30 111.09 92.85 120.56 620.80	*	620.80
16360	3580	DIAMOND PURE WATER	001425 001604 001635 001723		09/27/2022 09/27/2022 09/27/2022 09/27/2022	511-3020-432.43-29 101-5774-452.61-01 510-4410-405.61-01 511-3020-432.43-29	6.00 11.00 42.00 11.00 70.00	*	70.00
16361	501	DOI-BOR-REGION: LOWER COI	001494 001682 001779 001780 001781		09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	506-4713-477.69-03 580-4750-473.63-10 580-4750-473.31-14 502-4710-471.31-14 503-4720-475.31-14	500.00 22,220.60 1,451.20 1,451.19 1,451.19 27,074.18	*	27,074.18
16362	3913	ENTERPRISE FM TRUST	001706		09/27/2022	512-0000-207.02-00	5,972.88 5,972.88	*	5,972.88
16363	3682	EPIC ENGINEERING	001540 001542		09/27/2022 09/27/2022	502-4710-471.31-16 503-4720-475.31-16	1,120.00 1,120.00 2,240.00		2,240.00
16364	3462	EUSI LLC	PI0023 PI0024		09/27/2022 09/27/2022	503-4720-475.31-98 503-4720-475.31-98	27,207.24 487.50 27,694.74	*	27,694.74

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CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMO (NET OF DISC/RET	OUNT CAIN)	CHECK TOTAL
16365	3108	FASTENAL COMPANY INCORP.							
16366	3793	FEDERAL LICENSING INC	001559		09/27/2022	510-4410-405.61-01	119.00 119.00	*	119.00
16367		FIRESTONE, JEFF						*	713.41
16368	1296	FRONTIER	001601 001602		09/27/2022 09/27/2022	101-5772-452.52-10 510-4410-405.52-10	142.88 100.05 242.93	*	242.93
16369		GAUDIN FORD						*	385.00
16370	4012	GOLFNOW, LLC	001579		09/27/2022	507-5762-454.61-09	295.00 295.00	*	295.00
16371	2612	HARDWARE EXPRESS INCORP.	001429 001430 001431 001432 001433 001434 001435 001436 001437 001484 001582 001583 001584 001588 001588 001589 001589 001592 001606 001607 001608 001723 001723		09/27/2022 09/27/2022	101-5772-452.61-12 101-5772-452.61-12 101-5772-452.61-12 101-5772-452.61-12 101-5772-452.61-12 101-5772-452.61-12 101-5772-452.61-33 101-3010-431.61-33 206-5771-452.61-12 502-4710-471.60-55 511-3021-432.43-26 101-3010-431.60-11 101-5772-452.61-12 101-5772-452.61-12 101-3010-431.60-11 1580-4750-473.60-55 101-3010-431.61-33 101-3010-431.61-33 101-3010-431.61-33 101-5772-452.61-12 580-4750-473.60-55 101-5770-452.60-32 101-5770-452.60-32 101-5770-452.60-32 101-5772-452.43-18 101-5772-452.43-18 101-5772-452.43-18	7.33 23.54 9.81 9.81 17.05 18.32 40.94 20.46 12.27 58.17 10.11 8.27 6.94 31.25 26.53 113.58 57.31 24.78 14.29 31.87 30.69 22.50 30.69 15.33 13.30 16.81 712.59	*	712.59

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO		DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16372	3864	HORIZON TECHNOLOGIES INC.	001504 001505 001506 001507 001508 001509 001510		09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10 503-4720-475.52-10 502-4710-471.52-10 580-4750-473.52-10 101-3010-431.52-10	70.00 70.00 70.00 140.00 280.00 175.00	
4.6000	2445							
16373	3445	HUMANE SOCIETY MOHAVE COU	001605		09/27/2022	101-0000-204.06-00	312.00 312.00 *	312.00
16374	4060	INTALYTICS, INC	001776		09/27/2022	101-1035-416.31-90	4,950.00 4,950.00 *	4,950.00
16375	4000.	JARROD DELEON	001594 001595		09/27/2022 09/27/2022	507-5761-453.43-04 507-5761-453.43-04	187.20 408.87 596.07 *	596.07
16376		JAVELINA TRADING COMPANY			, ,	502-4710-471.60-55	586.76 *	586.76
16377	4048	LITTORAL POWER SYSTEMS, I	PI0025	023007	09/27/2022	580-4750-473.31-16	5,000.00 5,000.00 *	5,000.00
16378	3783	MARK MARNATI	PI0022	023021	09/27/2022	101-2030-423.31-90	340.00 340.00 *	340.00
16379	218	NEWS WEST PUBLISHING CO.	001492 001495 001598				365.84 *	365.84
16380	1786	NPUA	001443 001447 001447 001453 001453 001455 001456 001459 001463 001465 001466 001466		09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	502-4710-471.41-10 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-10 101-5772-452.41-10 101-5772-452.41-10 101-5772-452.41-10 101-5772-452.41-10 101-5772-452.41-10 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-20 101-5772-452.41-10 580-4750-473.41-11	13,863.90 1,777.30 74.54 332.56 914.88 2,229.57 298.11 38.56 206.79 35.38 208.37 32.39 750.94 1,053.73 36.93 35.93 35.93	

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2861 REINKE A/C CORP.

001493

#### ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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CHECK	VENDOR	VENDOR		P.O.	DATE		REMITTANCE AMOUNT	CHECK
NO	NO	NAME	NO	NO		ACCOUNT	(NET OF DISC/RETAIN)	TOTAL
16380	1786	NPUA	001470		09/27/2022	580-4750-473.41-11 101-5773-452.41-10 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 503-4720-475.41-10 503-4720-475.41-10 503-4720-475.41-10 502-4710-471.41-10 502-4710-471.41-10 580-4750-473.41-11 101-5772-452.41-10 101-5772-452.41-10	31.79	
			001626		09/27/2022	101-5773-452.41-10	59.71	
			001627		09/27/2022	580-4750-473.41-11	56.33	
			001628		09/27/2022	580-4750-473.41-11	57.70	
			001629		09/27/2022	580-4750-473.41-11	34.76	
			001630		09/27/2022	580-4750-473.41-11	55.51	
			001631 001632		09/27/2022	503-4720-475.41-10	47.22	
			001632		09/27/2022 09/27/2022	503-4720-473-41-20	46.85 2,677.51	
			001723		09/27/2022	500-4730-473.41-11	37.68	
			001723		09/27/2022	502 4710 471.41 10	2,545.38	
			001723		09/27/2022	580-4750-473-41-11	32.39	
			001723		09/27/2022	101-5772-452.41-10	66.39	
			001726		09/27/2022	101-5772-452.41-10	47.91	
			001726		09/27/2022	101-5772-452.41-20	71.73	
							27,794.35 *	27,794.35
16381	3315	ONLINE COLLECTIONS	001636		09/27/2022	508-4810-478.31-46	90.34	
			001637		09/27/2022	508-4810-478.31-46	80.39	480 50
							170.73 *	170.73
16382	3767	PATRICK MARTINEZ	001727		09/27/2022	101-1035-416.55-00 101-2030-423.55-00 101-2025-424.55-00 101-1040-417.55-00 101-1035-416.55-00	139.69	
			001728		09/27/2022	101-2030-423.55-00	116.25	
			001728		09/27/2022	101-2025-424.55-00	116.25	
			001728		09/27/2022	101-1040-417.55-00	116.25	
			001728		09/27/2022	101-1035-416.55-00	116.27 604.71 *	604.71
								004-71
16383	1491	PIONEER RESEARCH CORP.	001599		09/27/2022	101-3010-431.60-11		
							1,784.74 *	1,784.74
16384	15	QUILL CORP.	001618		09/27/2022	101-5773-452.61-01 507-5762-454.61-01 101-1025-415.61-01 101-1030-414.61-01	105.98	
			001619		09/27/2022	507-5762-454.61-01	32.95	
			001620		09/27/2022	101-1025-415.61-01	25.09	
			001638		09/27/2022	101-1030-414.61-01	20.24	404.00
							184.26 *	184.26
16385	818	R & R PRODUCTS INC.	001442		09/27/2022	507-5761-453.63-00 507-5761-453.43-17 507-5761-453.43-04	67.56	
			001444		09/27/2022	507-5761-453.43-17	103.26	
			001446		09/27/2022	507-5761-453.43-04	144.49	
			001448		09/27/2022	101-5772-452.61-33	100.10	454.44
							454.44 *	404.44
16386	644	RDO EQUIPMENT COMPANY	001623		09/27/2022	101-5772-452.43-04	218.11	
			001707		09/27/2022	101-5772-452.43-04	228.37	446 45

09/27/2022

580-4750-473.54-62

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#### ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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CITY OF NEEDLES
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CHECK NO	VENDOR NO	NAME	VOUCHER NO	NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16388	3558	RICK DANIELS	001708 001709 001710 001711		09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-2030-423.55-00 101-2025-424.55-00 101-1040-417.55-00 101-1035-416.55-00	157.58	630.35
16389	2068	RICOH USA, INC.	001624		09/27/2022	510-4410-405.70-02	300.27 300.27 *	300.27
16390	4057	RIVER DAZE	001622		09/27/2022	101-0000-210.00-00	2,500.00 2,500.00 *	2,500.00
16391	3796	ROUTE 66 BROADBAND LLC	PI0027 PI0028 PI0029	023024 023024 023024 023024	09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-3010-431.52-10 101-5772-452.52-10 581-4750-473.71-02 581-4750-473.71-02 581-4750-473.71-02 581-4750-473.71-02 581-4750-473.71-02 101-5774-452.52-10	100.00 144.49 4,948.21 4,893.67 4,688.39 4,125.83 4,911.06 85.00 23,896.65 *	23,896.65
16392	3361	S.B.COUNTY SHERIFF'S DEPA	001670 001671		09/27/2022 09/27/2022	101-2010-421.31-80 225-2010-421.31-80	273,031.42 7,748.58 280,780.00 *	280,780.00
16393	4058	S-NET COMMUNICATIONS INC.	001724		09/27/2022	510-4410-405.52-10	1,592.56 1,592.56 *	1,592.56
16394	2589	SAN BERNARDINO COUNTY	001687 001688 001689 001690 001691 001692 001693 001694 001695		09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-2020-423.62-00 101-2030-423.62-00 101-3010-431.62-00 101-5772-452.62-00 206-5771-452.62-00 502-4710-471.62-00 503-4720-475.62-00 507-5761-453.62-00 508-4810-478.62-00 580-4750-473.62-00	132.67 338.39 3,844.29 732.81 180.19 2,532.03 185.60 26.68 405.04 984.01 9,361.71 *	9,361.71
16395	1695	SILVER STATE HYDRALIC SER	001723		09/27/2022	511-3021-432.43~26	444.38 444.38 *	444.38
16396	1826	SIMPSON NORTON CORP.	001724		09/27/2022	507-5761-453.43-04	327.27 327.27 *	327.27
16397	3344	SLOVAK BARON EMPEY MURPHY	001639 001640 001641		09/27/2022 09/27/2022 09/27/2022	101-1015-412.31-50 502-4710-471.31-50 503-4720-475.31-50	5,800.00 1,933.33 1,933.34	

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BANK 04	WELLS FARG	BANK -	CITY	GENERAL	CHECKING
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CHECK NO	VENDOR NO	NAME:	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16397		SLOVAK BARON EMPEY MURPHY	001642 001643 001644 001645 001645 001647 001648 001651 001651 001653 001653 001656 001657 001656 001657 0016660 001661	NO	09/27/2022 09/27/2022	580-4750-473.31-50 502-4710-471.31-50 503-4720-475.31-50 101-2030-423.31-50	REMITTANCE AMOUNT (NET OF DISC/RETAIN)  1,933.33 4,149.20 4,149.20 1,130.00 90.40 178.35 195.55 45.20 45.20 2,371.80 384.20 7,807.70 3,215.30 353.50 119.90 368.95 271.20 373.40 1,104.87 805.40 511.95 919.15 322.55 293.80 178.35 588.00 640.60 42,213.72 *  96,445.58 96,445.58 96,445.58 96,445.58 414.00 879.00 1,293.00 *	TOTAL
			001663 001664 001665 001666 001667 001668		09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50	919.15 922.55 293.80 178.35 588.00 640.60 42,213.72 *	42,213.72
16398	3577	SONSRAY MACHINERY LLC	PI0031	023025	09/27/2022	101-3010-431.72-17	96,445.58 96,445.58 *	96,445.58
16399	3959	SRIXON/CLEVELAND GOLF/XXI	001451 001669		09/27/2022 09/27/2022	507-5762-454.44-10 507-5762-454.44-10	414.00 879.00 1,293.00 *	1,293.00
16400	3605	STATEWIDE TRAFFIC SAFETY	001724		09/27/2022	101-3010-431.60-11	41.52 41.52 *	41.52
16401	3631	STOTZ EQUIPMENT	001724 001724		09/27/2022 09/27/2022	507-5761-453.43-04 507-5761-453.43-04	720.55 795.43 1,515.98 *	1,515.98
16402	779	THATCHER COMPANY OF NEVAD	001680		09/27/2022	502-4710-471.60-32	2,056.39 2,056.39 *	2,056.39
16403	4008	THE PRINTER GUYS LLC	001439 001496 001497 001498		09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-1020-413.61-02 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02	79.00 49.75 49.75 49.75	

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#### ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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BANK 04	WELLS	FARGO	BAMK	_	CTTV	CEMERAL.	CHECKING
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CHECK NO	VENDOR NO	NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16403	4008	THE PRINTER GUYS LLC	001499 001500 001501 001502 001503 001609 001610 001611 001612 001613		09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-2030-423.61-02 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02 101-1040-417.61-02	49.75 74.25 74.25 74.25 74.25 124.50 124.50 124.50 49.75	
			001614 001615 001616 001617		09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02 101-2030-423.61-02	49.75 49.75 49.75 49.75 269.95 1,541.95 *	1,541.95
16404	3559	THOMAS G. DALLMAN M.D.	001712 001714		09/27/2022 09/27/2022	101-3010-431.31-20 580-4750-473.31-20	170.00 170.00 340.00 *	340.00
16405	3873	TRANSPORTATION CONCEPTS	001511 001512 001513 001514 001515 001516 001517 001518		09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	520-4740-462.32-90 520-4740-462.51-20 520-4740-462.62-00 521-4740-462.32-90 521-4740-462.51-20 521-4740-462.51-20 525-4770-461.32-90 525-4770-461.62-00	5,038.73 1,621.05 565.80 650.01 405.27 141.45 32,897.54 3,265.68 44,585.53 *	44,585.53
16406	3693	TRI STATE COMMUNITY HEAL!	001673 001674 001724		09/27/2022 09/27/2022 09/27/2022	101-1040-417.31-20 101-2025-424.31-20 508-4810-478.31-20	150.00 150.00 150.00 450.00 *	450.00
16407	3014	TRI STATE FIRE SYSTEMS,	001452 001672		09/27/2022 09/27/2022	101-5772-452.43-18 101-5774-452.43-18	362.50 145.00 507.50 *	507.50
16408	3266	TRI STATE TOOL REPAIR	001457 001675 001724 001724		09/27/2022 09/27/2022 09/27/2022 09/27/2022	101-5772-452.43-57 101-3010-431.61-33 101-3010-431.43-04 101-5772-452.43-04	66.74 369.37 130.30 177.29 743.70 *	743.70
16409	2798	U.S. DEPARTMENT OF ENERG	Y 001684 001685 001686		09/27/2022 09/27/2022 09/27/2022	580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10	222.49 13,360.46 6,407.50 19,990.45 *	19,990.45

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOU (NET OF DISC/RETA	UNT AIN)	CHECK TOTAL
16410	3272	ULINE	001697		00/27/2022	101 1025 415 51 01	242 =0		
	3818	OHIMB	001698		09/27/2022 09/27/2022	101-1035-416.61-01	343.58		
			001699		09/27/2022	101-2030-423.61-01	343.60 343.60		
			001700		09/27/2022	101-1040-417 61-01	343.60		
			001701		09/27/2022	101-2030-423.61-01 101-2030-423.61-01 101-2025-424.61-01 101-1040-417.61-01 580-4750-473.61-01 502-4710-471.61-01 510-4410-405.61-01 101-5772-452.43-18	730.74		
			001702		09/27/2022	502-4710-471 61-01	730.74		
			001703		09/27/2022	510-4410-405 61-01	730.74 399.80		
			001724		09/27/2022	101-5772-452.43-18	175.14		
					.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	101 8.11 180119 16	3,410.80	*	3,410.80
16411	3825	ULTRA PEST CONTROL, LLC	001681		09/27/2022	101-5774-452.43-18	45.00		
							45.00	*	45.00
16412	315	UNDERGROUND SERVICE ALERS	001485		09/27/2022	503-4720-475.49-14	29.00		
			001486		09/27/2022	502-4710-471.43-04	29.00		
			001487		09/27/2022	580-4750-473.49-14	29.00		
							87.00	*	87.00
16413	3830	UNIFIRST CORPORATION	001460		09/27/2022	511-3020-432.61-04 101-5772-452.61-04 502-4710-471.61-04	96.68		
			001461		09/27/2022	101-5772-452.61-04	44.65		
			001464		09/27/2022	502-4710-471.61-04	31.32		
			001471		09/27/2022	508-4810-478.61-04	5.94		
			001472		09/27/2022	580-4750-473.61-04	130.90		
			001633		09/27/2022	101-3010-431.61-04	96.68		
			001633		09/27/2022	511-3020-432.61-04 101-5772-452.61-04 502-4710-471.61-04 508-4810-478.61-04 580-4750-473.61-04 101-3010-431.61-04 101-5772-452.61-04 508-4810-478.61-04 503-4720-475.61-04 503-4720-475.61-04 503-4720-475.61-04 507-5762-454.43-08 580-4750-473.61-04	44.65		
			001633		09/27/2022	508-4810-478.61-04	5.94		
			001633		09/27/2022	502-4710-471.61-04	31.32		
			001633		09/27/2022	503-4720-475.61-04	16.10		
			001633		09/27/2022	503-4720-475.61-04	16.10		
			001633		09/27/2022	507-5762-454.43-08	7.49		
		•	001633		09/27/2022	580-4/50-4/3.61-04	130.90		
			001633 001633		09/27/2022	101-3010-431.61-04	96.68		
			001633		09/27/2022 09/27/2022	101-5//4-452.61-06	8.56		
			001633		09/27/2022	101-5//4-452.61-06	8.56		
			UVIIZO		09/2//2022	507-5762-454.43-08	7.49 779.96	*	779.96
16414	4061	WOMENS CLUB OF NEEDLES	001777		09/27/2022	101-0000-210.00-00	4,400.00		
			002,777		05/21/2022	101 0000 210.00 00	4,400.00	*	4,400.00
16415	3828	3D-NETWORKS LLC	001676		09/27/2022	509-4910-479.31-53	500.00		
			001677		09/27/2022	509-4910-479.31-90	2,850.00		
			001678		09/27/2022	509-4910-479.52-13	1,383.10		
			001724		09/27/2022	509-4910-479.31-90	2,425.00		
			001724		09/27/2022	509-4910-479.31-53	450.00		
					, .		7,608.10	*	7,608.10
						BANK/CHECK TOTAL	738,990.39		738,990.39
						DAMA/ CRECK TOTAL	130,330.33		130,330.33
					ALL E	BANKS/CHECKS TOTAL	738,990.39		738,990.39

# CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR SEPTEMBER 09, 2022

				F	UND AMT.		9-Sep	22	2-23 BUDGET
FUND 101	GENERAL FUND	\$	12,689.29						
101.1015.412	CITY ATTORNEY	\$	-			\$	5,800.00	\$	80,000.00
101.1020.413	CITY MANAGER	\$	1,209.83			\$	49,392.96		219,507.00
101.1025.415	FINANCE DEPT.	\$	5,044.11	1		\$	135,627.01		698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	2,048.71	1	E .	\$	47,310.85		291,344.00
101.1035.416	PLANNING /ZONING	\$	94.10	1		\$	35,330.19		373,159.00
101.1040.417	ENGINEERING	\$	752.52		1	\$	46,819.95		361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-		4	\$	-	\$	38,900.00
101.1070.410	SENIOR CENTER	\$	_			\$	10,323.59	\$	59,457.00
101.2010.421	SHERIFF	\$	_			\$	546,067.80	-	3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	-		1	\$	45,291.25		233,027.00
101.2025.424	BULDING & SAFETY	\$	397.01	1		\$	42,510.31		608,738.00
101.2030.423	CODE ENFORCEMENT	\$	4,929.98			\$	138,412.72		696,985.00
101.3010.431	PUBLIC WORKS	\$	3,025.75			\$	220,056.47		753,297.00
101.4730.472	SANITATION	\$	197.40			\$	31,957.09		166,600.00
101.5770.452.	AQUATICS	\$	107.40			\$	65,996.32		194,192.00
101.5772.452	PARKS	\$	6,889.12	1		\$	113,544.42		658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$	667.25	1		\$	33,426.17		107,923.00
101.5774.452	RECREATION	\$	1,688.97			\$	57,744.22	\$	371,884.00
GENERAL FUND		Ψ	1,000.07	\$	39,634.04	Ψ	51,144.22	\$	9,396,381.00
FUND 102	GEN. FUND CAPITAL PROJECT		1	\$		\$	225.66	\$	2,715,000.00
FUND 205	CDBG			\$	-	\$	1,316.00	_	42,692.00
FUND 206	CEMETERY			\$	2,173.51	\$	32,098.57		202,270.00
FUND 208	CALTRANS GRANTS			\$	2,170.01	\$	-	\$	90,000.00
FUND 210	SPECIAL GAS TAX			\$	_	\$	25,638.00	\$	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			\$		\$	21,813.74	\$	251,497.00
FUND 233	JACK SMITH PARK MARINA			\$		\$	87.10	_	13,645.00
FUND 238	STATE RECREATION GRANTS		i	\$	-	\$	350.00	\$	3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT			\$		\$	-	\$	25,526.00
FUND 270	REDEVELOPMENT AGENCY			\$	671.56	\$	11,537.60	\$	287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.	2	1	\$		\$	- 11,007.00	\$	300,000.00
FUND 501	NPUA			\$	-	\$	822.12	\$	2,601,074.00
FUND 502	WATER DEPARTMENT	7		\$		\$	369,407.38		1,938,399.00
FUND 503	WASTEWATER DEPARTMENT			\$		\$	213,652.60		1,241,325.00
FUND 505	SANITATION			\$	420.96	\$			1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.	ř		\$	420.00	\$	22,202.02		1,041,800.00
FUND 507	GOLF FUND	\$		Ψ		Ψ	22,202.02	Ψ	1,041,000.00
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$				\$	47,201.97	9	641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	842.54			\$	28,240.15		
FUND 507	GOLF FUND TOTAL	Ψ	042.04	\$	842.54	Φ	20,240.15	Φ	370,454.00
FUND 508	CUST.SVC/UT BUSINESS OFFICE		11	\$	3,606.68	•	83,901.56	•	4EE 907 00
FUND 509	MIS	k				-	38,466.36		455,807.00
FUND 510	ADMIN. FACILITY			\$	(399.80)	\$	24,662.68		257,370.00
FUND 511	FLEET MANAGEMENT			\$	1,530.57	_			414,950.00 281,078.00
FUND 512	VEHICLE REPLACEMENT			\$	1,550.57	\$	50,578.69 10,279.39		
FUND 520	SR DIAL A RIDE								10,279.39
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		A.	\$		\$	119,722.36		250,098.00
FUND 525				\$		\$	3,219.57		22,274.00
FUND 580	NEEDLES AREA TRANSIT (NAT)			\$		\$	88,016.14		614,438.00
FUND 580	ELECTRIC			\$	22,896.54	\$	887,161.68		12,406,721.00
	NPUA CAPITAL ELECTRIC			\$		\$	479,146.01		969,829.00
FUND 582	NPUA CAPITAL WATER			\$	00 070 70	\$	27,259.30		2,898,403.00
TOTAL	ALL FUNDS & DEPARTMENTS tures/purchases to be paid by the warrants on this list			\$	80,378.76	\$	4,360,408.70	\$	45,851,508.39

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

Rick Daniels, City Manager Date

Kippy Poulson, City Treasurer Date

PREPARED09/09/2022, 9:30:14

#### ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1 ACCOUNTING PERIOD 2023/03 REPORT NUMBER 62

PROGRAM: GM346L CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK 7	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16160*	3432	SYLVIA MILEDI	000682		08/23/2022	101-1025-415-55-00	598.00- 598.00- *	VOIDED
16294*	3272	ULINE	000950		09/13/2022	101-1035-416.61-01	343.58-	
	3572	0111141	000951		09/13/2022	101-2030-423.61-01	343.60~	
			000952		09/13/2022	101-2025-424.61-01	343.60-	
			000953		09/13/2022	101-1040-417.61-01	343.60-	
			001037		09/13/2022	580-4750-473.61-01	1,374.38-	
			001225		09/13/2022	580-4750-473.61-01	730.74	
			001226		09/13/2022	502-4710-471.61-01	730.74- 399.80-	
			001227		09/13/2022	510-4410-405.61-01	4,610.04- *	VOIDED
16335	3286	COLONIAL LIFE	001590		09/09/2022	101-0000-209.03-01	2,150.46	
			001590		09/09/2022	502-0000-209.03-01	87.28	
			001590		09/09/2022	508-0000-209.03-01	196.88	
			001590		09/09/2022	580-0000-209-03-01	95.46 195.82	
			001600		09/09/2022	503-0000-209.03-01	2,725.90 *	2,725.90
16336	1305	GREAT WEST LIPE & ANNUITY	001538		09/09/2022	101-0000-209.03-01	2,570.00	
			001539		09/09/2022	502-0000-209.03-01	310.00	
			001541		09/09/2022	580-0000-209.03-01	2,004.00 4,884.00 *	4,884.00
16337	3634	GREAT-WEST LIFE & ANNUITY	001521		09/09/2022	101-0000-209.03-01	43.12	
			001523		09/09/2022	101-0000-209.03-01	24.27	
			001524		09/09/2022	101-0000-209.03-01	213.04	
			001525		09/09/2022	101-0000-209.03-01	46.50 174.52	
			001528 001531		09/09/2022 09/09/2022	580-0000-209.03-01 580-0000-209.03-01	60.36	
			001531		09/09/2022	580-0000-209.03-01	53.93	
			001533		09/09/2022	580-0000-209.03-01	127.83	
			001535		09/09/2022	502-0000-209.03-01	48.50	
							792.07 *	792.07
16338	2879	JENNIFER VALENZUELA	001543		09/09/2022	101-5774-452.65-10	171.50	
			001544		09/09/2022	101-5774-452.61-06	37.27	
			001545		09/09/2022	101-5774-452.60-24	91.25	
			001546		09/09/2022	101-5774-452-43-18	147.90 40.00	
			001547		09/09/2022	101-5774-452.62-00	487.92 *	487.92
16339	1199	SBPEA TEAMSTERS LOCAL 193	001593		09/09/2022	101-0000-209.03-01	298.57	
			001593		09/09/2022	502-0000-209.03-01	47.52	
			001593		09/09/2022	580-0000-209.03-01	54.62 400.71 *	400.71
16340	1199	SBPEA TEAMSTERS LOCAL 193	001593		09/09/2022	101-0000-209.03-01	455.81	
			001593		09/09/2022	502-0000-209.03-01	119.52	

PREPARED 9/09/2022, 9:25:19 ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1 DISBURSEMENT PERIOD 03/2023

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	
16335 16336 16337 16338 16339 16340 16341	3286 1305 3634 2879 1199 1199 3242	00 00 00 00 00	COLONIAL LIFE GREAT WEST LIFE GREAT-WEST LIFE & ANNUITY JENNIFER VALENZUELA SBPEA TEAMSTERS LOCAL 1932 SBPEA TEAMSTERS LOCAL 1932 SDRMA	09/09/2022 09/09/2022 09/09/2022 09/09/2022 09/09/2022 09/09/2022 09/09/2022	2,725.90 4,884.00 792.07 487.92 400.71 872.39 75,423.81	.00 .00 .00 .00 .00 .00	
NUMBE	R OF CHEC	KS	7 GRAND TO	TAL	85,586.80		

PAGE ACCOUNTING PERIOD 2023/03 REPORT NUMBER 62

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
			·					
16340	1199	SBPEA TEAMSTERS LOCAL 3	93 001503		09/09/2022	503-0000-209.03-01	24.44	
	4435	DDIER INMOTERS DOCAL 3	001593		09/09/2022	508-0000-209.03-01	39.64	
			001593		09/09/2022	511-0000-209.03-01	32.95	
			001593		09/09/2022	580-0000-209.03-01	200.03	
			001333		09/09/2022	380-0000-209.03-01	872.39 *	872.39
16341	3343	CDDC731 DIGCDTCD DIGT	001540		00 (00 (0000	101 1000 112 01 10	4 000 00	
10241	3242	SPECIAL DISTRICT RISK	001548		09/09/2022	101-1020-413.24-10	1,209.83	
			001549		09/09/2022	101-1025-415.24-10	5,642.11	
			001550		09/09/2022	101-1030-414.24-10	2,048.71	
			001551		09/09/2022	101-1035-416.24-10	437.68	
			001552		09/09/2022	101-1040-417.24-10	1,096.12	
			001553		09/09/2022	101-2025-424.24-10	740.61	
			001554		09/09/2022	101-2030-423.24-10	5,273.58	
			001555		09/09/2022	101-3010-431.24-10	3,025.75	
			001556		09/09/2022	101-4730-472.24-10	197.40	
			001557		09/09/2022	101-5772-452.24-10	6,889.12	
			001558		09/09/2022	101-5773-452-24-10	667.25	
			001560		09/09/2022	101-5774-452.24-10	1,201.05	
			001561		09/09/2022	101-0000-209.03-01	6,887.52	
			001562		09/09/2022	206-5771-452.24-10	1,731.03	
			001563		09/09/2022	206-0000-209.03-01	442.48	
			001564		09/09/2022	270-4631-463.24-10	533.80	
			001565		09/09/2022	270-0000-209.03-01	137.76	
			001566		09/09/2022	502-4710-471.24-10	4,242.97	
			001567		09/09/2022	502-0000-209.03-01	1,096.04	
			001568		09/09/2022	503-4720-475.24-10	2,850.07	
			001569		09/09/2022	503-0000-209.03-01	710.74	
			001570		09/09/2022	506-4713-477.24-10	329.94	
			001571		09/09/2022	506-0000-209.03-01	91.02	
			001572		09/09/2022	507-5762-454,24-10	842.54	
			001573		09/09/2022	508-4810-478.24-10	2,816.66	
			001574		09/09/2022	508-0000-209.03-01	553.50	
			001575		09/09/2022	511-3020-432.24-10	1,183.24	
			001576		09/09/2022	511-0000-209.03-01	314.38	
			001577		09/09/2022	580-4750-473.24-10	18,985.75	
			001578		09/09/2022	580-0000-209.03-01	3,245.16	
			001210		03/03/2022	300 0000 203.03 01	75,423.81 *	75,423.81
							/3,423.01 ~	,,,=20.04
						BANK/CHECK TOTAL	80,378.76	85,586.80
					ALL B	ANKS/CHECKS TOTAL	80,378.76	85,586.80

#### **ORDINANCE NUMBER 653-AC**

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING ARTICLE IV "OPERATION OF VEHICLES" SECTION 13-29 DECREASE OF PRIMA FACIE SPEED LIMITS OF THE NEEDLES MUNICIPAL CODE (NMC)

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

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

WHEREAS, a Citywide Engineering and Traffic Survey (E&TS) for the City of Needles was prepared by Minagar & Associates, Inc. dated August 10, 2022 and is attached hereto as Exhibit A; and

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

**SECTION 1.** The City Council hereby finds and determines that this activity is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Section §15301(c) as the activity is a minor alteration of existing city streets.

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

<u>SECTION 4.</u> The City Council HEREBY APPROVES Ordinance 653-AC amending the Needles Code as follows:

Article IV. Operation of Vehicles

Section 13-29. Decrease of prima facia speed limits

It is hereby determined upon the basis of a Citywide Engineering and Traffic Survey (E&TS) for the City of Needles prepared by Minagar & Associates, Inc. dated August 10, 2022 attached hereto as Exhibit A reveals that 2 segments are recommended for a decrease in the existing posted speed limit and it is hereby declared that the prima facia speed limit shall be as set forth in this section on those streets designated below:

Street	From	То	Declared Prima Facia Speed Limit
East Broadway St	Cibola Street	I-40 Overpass	40 mph
West Park Rd	National Old Trails Road	Needles Highway	50 mph

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

10-11-22

#10

**INTRODUCED AND READ** for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 13th day of September, 2022, by the following roll call vote:

	owing roll call vote:	norma, neid or	Title 15th day of September, 2022, by
	AYES: Council Members Campbe NOES None ABSENT Mayor Williams and ABSTAIN None	222	<i>9</i>
		Attest:	Jerrwinians, Americk Edward T. Paget, M. D., Vice Mayor Dale Jones, City Clerk
City of	PASSED, APPROVED AND ADOP Needles, California, held on the 27th		ar meeting of the City Council of the mber, 2022.
	AYES: NOES: ABSENT: ABSTAIN:		
			Jeff Williams, Mayor
	(Seal)	Attest:	Dale Jones, City Clerk
	Approved as to form:		
	Jøhn Ø. Pinkney, City Attorney		

Additional attachments to this agenda item are on file with the City Clerk and available upon request.

djones@cityofneedles.com
Thank you.

#### **ORDINANCE NUMBER 654-AC**

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 15A RECREATION AREA USE (POLICY) OF THE NEEDLES MUNICIPAL CODE

WHEREAS, the City of Needles ("City") has an interest in protecting the health and safety of individuals visiting the recreation areas within the City; and

WHEREAS, On January 11, 2022, the Council amended the Needles Municipal Code adding First and Second Beach to the list of Recreation Areas; and

**WHEREAS,** On June 28, 2022, the Council established a naming/renaming of City-owned, land, buildings, and facilities policy; and

WHEREAS, On July 12, 2022, the City Council gave direction to staff to rename First and Second Beach after Bob Belt; and

WHEREAS, upon review modifications have been made to remove Grace Henderson Field as it no longer exists and correcting the name of Needles Rotary Park to Route 66 Train Park.

WHEREAS, a public hearing notice was published in the Needles Desert Star on August 10, 2022.

NOW, THEREFORE, 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.

<u>SECTION 3.</u> The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve an amendment to the Needles Municipal Code ("Needles Code") renaming First and Second Beach to Bob Belt Beach Park, removing Grace Henderson Field as it no longer exists and correcting the name of Needles Rotary Park to Route 66 Train Park.

**SECTION 4.** The City Council HEREBY APPROVES Ordinance 654-AC amending the Needles Code as follows:

Chapter 15A of the Needles Code is hereby amended as follows:

#### Sec. 15A-1 Definitions

The following definitions shall be applicable:

- (k) "Recreation area" shall mean all of the following parks or recreation facilities owned and operated by the City of Needles unless individually designated:
  - (1) Duke Watkins Park;
  - (2) Ed Parry Park Field;
  - (3) First Beach and Second Beach—Bob Belt Beach Park
  - (4) Franz Flowers Field;
  - (5) Grace Henderson Field;
  - (6) Jack Smith Memorial Park

10-11-22

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- (7) Jack Smith Memorial Park Boat Launch Facilities (That portion of Jack Smith Memorial Park inclusive of the roadway from the entrance kiosk through and including the paved parking lot delineated for boat trailer parking, restrooms, small pavilions, and launch ramps generally);
- (8) Manny Morris Beachside Park;
- (9) Needles Municipal Aquatics Center;
- (10) Needles Rotary Park aka Roadside Rest Route 66 Train Park
- (11) Nikki Bunch Memorial Field;
- (12) Old Trails Monument Park;
- (13) Santa Fe Park.

None

AYES:

**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 13th day of September, 2022, by the following roll call vote:

ABSENT ABSTAIN	Mayor None	Williams	and	Councilmen	B10		Regeto.	3
			į	Attest:			Long	5
PASSED, AI	PPROVE	D AND AD	OPTI	ED at a regu	lar mee	tina of th	ne City Cou	ıncil o

Council Members Campbell, Evans, Belt and Longacre

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 27th day of September, 2022.

AYES: NOES: ABSENT: ABSTAIN:		
		Mayor
(Seal)	Attest:	3
Approved as to form:		City Clerk

City Attorney

#### **ORDINANCE NUMBER 654-AC**

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 15A RECREATION AREA USE (POLICY) OF THE NEEDLES MUNICIPAL CODE

WHEREAS, the City of Needles ("City") has an interest in protecting the health and safety of individuals visiting the recreation areas within the City; and

**WHEREAS,** On January 11, 2022, the Council amended the Needles Municipal Code adding First and Second Beach to the list of Recreation Areas; and

**WHEREAS,** On June 28, 2022, the Council established a naming/renaming of City-owned, land, buildings, and facilities policy; and

**WHEREAS,** On July 12, 2022, the City Council gave direction to staff to rename First and Second Beach after Bob Belt; and

WHEREAS, upon review modifications have been made to remove Grace Henderson Field as it no longer exists and correcting the name of Needles Rotary Park to Route 66 Train Park.

WHEREAS, a public hearing notice was published in the Needles Desert Star on August 10, 2022.

NOW, THEREFORE, 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") renaming First and Second Beach to Bob Belt Beach Park, removing Grace Henderson Field as it no longer exists and correcting the name of Needles Rotary Park to Route 66 Train Park.

**SECTION 4.** The City Council HEREBY APPROVES Ordinance 654-AC amending the Needles Code as follows:

Chapter 15A of the Needles Code is hereby amended as follows:

#### Sec. 15A-1 Definitions

The following definitions shall be applicable:

- (k) "Recreation area" shall mean all of the following parks or recreation facilities owned and operated by the City of Needles unless individually designated:
  - (1) Duke Watkins Park;
  - (2) Ed Parry Park Field;
  - (3) First Beach and Second Beach Bob Belt Beach Park
  - (4) Franz Flowers Field;
  - (5) Grace Henderson Field;
  - (6) Jack Smith Memorial Park



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

CITY COUNCI	IL NPUA RDA Regular Special
Meeting Date:	September 13, 2022
Title:	City Council Ordinance No. 654-AC Amending Chapter 15A "Recreation Area Use" of the Needles Municipal Code Renaming First and Second Beach to Bob Belt Beach Park
Background:	On June 28, 2022, City Council adopted Resolution No. 2022-52 which established a Policy for naming City-owned land, buildings and facilities.
	On July 12, 2022, the City Council unanimously renamed First and Second Beach to be Bob Belt Beach Park. Robert "Bob" T. Belt was formerly the Director of Recreation and Parks for the City of Needles and has a long-standing affiliation with the City of Needles. Formerly, nominated for Citizen of the Year by the Needles Chamber of Commerce, Bob Belt was heavily involved in youth sports, the City's recreation programs, coaching, and refereeing.
Fiscal Impact:	Staff time and Material Costs for Signage (Approximately \$375)
Recommendation:	Approve Ordinance No. 654-AC Amending Chapter 15A "Recreation Area Use" of the Needles Municipal Code Renaming First and Second Beach to Bob Belt Beach Park.
Submitted By:	Patrick Martinez, Assistant City Manager
City Management F	Review: Review: a/8/22
Approved:	Not Approved: Tabled: Other:
	The state of the s
	Agenda Item:



#### LEGEND:

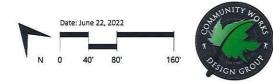
- 1 GRASSY KNOLL (12,650 SF)
- 2 RESTROOM BUILDING
- PARKING LOT EXPANSION (24 SPACES + 2 ADA)
- CONCRETE WALKWAY
- PICNIC TABLE WITH UMBRELLA ON CONCRETE PAD
- BENCH SEATING
- 7 DECOMPOSED GRANITE WALKWAY
- 8 RAMP TO BEACH
- (9) STAIRS TO BEACH

- 10 COVERED PLAY AREA
- 11 12"-18" RIP-RAP (LOCALLY SOURCED)
- 12 CURB RAMP

- (13) SOLAR LIGHTING (TYP.)
- (14) EDUCATIONAL STONES (TYP.)
- 15) DRINKING FOUNTAIN

# PRELIMINARY LANDSCAPE PLAN **MARINA PARK - FIRST BEACH**

**CITY OF NEEDLES** 



WASTE RECEPTACLES



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

	□ CIT`	Y COUNCIL	☐ Board of Public Utilities	⊠ Regular ☐ Special	39
Meeting	Date:	October 11,	2022		

**Title:** Authorize California Consulting to write a grant application to the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) to support any local Broadband Provided needing Technical Assistance to expand Broadband in Needles not to exceed \$9,000 to be funded by the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation

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

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

The Local Agency Technical Assistance (LATA) allows jurisdictions to apply to receive

- 1) Consultant or staff time for conducting work including but not limited to needs assessments, environmental and engineering studies, network design, and broadband strategic plans.
- 2) Costs incurred in forming a joint powers authority for the purpose of bringing broadband to areas in need of sufficient Internet connections.

The City lacks the proper broadband infrastructure to provide reliable services to its residents, businesses and schools. This funding opportunity would allow the City to assist those local companies that need technical assistance to develop environmental, engineering, network designs and strategic planning assistance to expand broadband infrastructure.

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

- 1) \$127,362 Loss Transient Occupancy Tax
- 2) \$17,042 Loss sales tax
- 3) \$2,500 Legacy Foundation
- 4) \$2,500 San Bernardino County Sheriff's Dept. Non-Profit
- 5) \$7,302.25 City of Needles, COVID supplies & materials, not reimbursed by FEMA
- 6) \$8,708.99 City of Needles, COVID supplies & materials, not reimbursed by FEMA



## City of Needles, California Request for Council Action

7) \$4,400 Women's Club of Needles

The SLFRF has a balance of \$425,366 available for use.	Sylvia Miledi
Recommended Action: Authorize California Consulting to the California Public Utilities Commission (CPUC) Local Age (LATA) to support any local Broadband Provided needing Texpand Broadband in Needles not to exceed \$9,000 to be full Coronavirus State and Local Fiscal Recovery Funds (SLFR)	ency Technical Assistance echnical Assistance to unded by the City's
Submitted By: Rainie Torrance, Assistant Utility Man	ager
City Management Review:	Date: 4 22
Approved: Tabled: Tabled:	Other:
Age	enda Item: 12



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

	COUNCIL NPUA	⊠ Regular ☐ Special
Meeting Date:	October 11, 2022	
Title:		of the City of Needles, California Confirming and of Cost for Abatement of Property located at 110
Background:	home and its contents and all misc nuisance. The Administrative Hear	ve hearing was held declaring the dilapidated cellaneous debris on the property a public ring Officer further ordered staff to obtain an collect all fines, demolish the structures and y.
	01375) for the city to take the apprairance of a forementioned public nuisances of	t Warrant was issued (Case No. SBSW 22-copriate actions to remove and abate the on the property. The Court ruled in favor of the expended to date plus all costs of abatement to totaling \$26,099.09.
	On or about April 13, 2022, the Proestablished in the City's Municipal	operty was returned to acceptable standards as Code.
Fiscal Impact:	The potential reimbursement to the property.	City in the amount of \$26,099.09 upon sale of
Environmental Im	pact: N/A	
itemized statemen	t of cost for abatement of property	solution 2022-68, Confirming and adopting an located at 110 Market Street, also known as ounty Recorder placing a lien on the property.
Submitted By:	Patrick Martinez, Assistant City	Manager/Development Services
City Management	Review:	Date: 10 4 22
Approved:	Not Approved: Tableo	: Other:
		Agenda Item:

#### **RESOLUTION 2022-68**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES CALIFORNIA, CONFIRMING AND ADOPTING AN ITEMIZED STATEMENT OF COST FOR ABATEMENT OF PROPERTY LOCATED AT 110 MARKETSTREET, NEEDLES, CA 92363, ALSO KNOWN AS APN 0185-066-26-0000

WHEREAS, pursuant of Section 116 of the 2012 International Building Codes, property located at 110 Market Street (Assessor's Parcel No. 0185-066-26-0000) was declared to be a safety hazard/public nuisance and was ordered abated by Mark Marnati, serving as Hearing Officer; and

WHEREAS, proper notification to the property owner, <u>Commanding Property</u>, <u>Inc</u>, to abate the nuisance was given on or about October 27, 2021; and

WHEREAS, the property owner did not, in fact, clean the premises as ordered; and thereby the City of Needles commenced to do the work with a total cost of twenty-six thousand ninety-nine dollars and nine cents (\$26,099.09) being charged to the property owner payable by said owner of the property, or by the beneficiary of any trust deed or by any other interest party; and

WHEREAS, On March 24, 2022 Case No. SBSW 22-01375 was filed with the Superior Court of the State of California County of San Bernardino and an itemized statement of costs for work performed by the City is hereby attached to this Resolution for further particulars was submitted.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Needles California, hereby confirms and adopts the itemized statement in the amount of twenty-six thousand, ninety-nine dollars and nine cents (\$26,099.09) for the work performed by the City of Needles. The City Council further resolves that the statement shall be paid by the owner of the premises, beneficiary of any trust deed concerning the premises, or any other party interested in the property; and

**BE IT FURTHER RESOLVED**, that if the said statement is not paid, said changes shall constitute a lien on the real property upon which the public nuisance was abated and shall be collected as a special assessment against the real property; and

**BE IT FURTHER RESOLVED**, that the property in this Resolution is located in the City of Needles, State of California, and more particularly described as Assessor's Parcel No. 0185-066-26-0000, record of San Bernardino County; and

**BE IT FURTHER RESOLVED**, that the Assistant City Manager is hereby directed to file with the Assessor and Tax Collector of San Bernardino County, certified copies of this Resolution, and further the Assistant City Manger shall record said Resolution with the San Bernardino County Recorder; and

**BE IT FURTHER RESOLVED**, that the Assistant City Manager should direct the San Bernardino County Assessor to enter the amount of the charge against the real property described in this Resolution on the current assessment rolls; and

**BE IT FURTHER RESOLVED**, that the San Bernardino County Tax Collector shall add the amount of the assessment to the next regular tax bill against the property for municipal purposes.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 11<sup>th</sup> 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		



#### 110 MARKET STREET COSTS FOR ABATEMENT

EMPLOYEE	POSITION	REASON	TIME	RATE		COST	
Adrian Chavez	Sr. Code Enforcement	Initial Inspection Notice of Violation & Reporting	3	2 \$	58.43	\$	116.86
Adrian Chavez	Sr. Code Enforcement	Issue of First Administrative Citation & Reporting	:	2 \$	58.43	\$	116.86
Adrian Chavez	Sr. Code Enforcement	Issue of Second Administrative Citation & Reporting	;	2 \$	58.43	\$	116.86
Adrian Chavez	Sr. Code Enforcement	Issue of Third Administrative Citation & Reporting	:	2 \$	58.43	\$	116.86
Adrian Chavez	Sr. Code Enforcement	Admin Hearing Presentation Prep	;	ι\$	58.43	\$	58.43
Adrian Chavez	Sr. Code Enforcement	Admin Hearing	;	L\$	58.43	\$	58.43
Patrick Martinez	Director of Dev. Services	Admin hearing		L\$	108.96	\$	108.96
Rick Danials	City Manager	Admin Hearing		L \$	209.75	\$	209.75
Cindy Semione	Associate Planner	Admin Hearing (Setup & Breakdown) Minute Recording	1	5 \$	56.02	\$	84.03
Hearing Officer	Admin. Hearing Officer	Admin Hearing	;	<b>i</b> \$	70.00	\$	70.00
Phillips Excavating Inc.	Demo Company	Demolished 110 Market Street				\$	1,900.00
Lena Wade	City Attorney	Drafting Documents, Abatement Hearing, Attending Court				\$	2,307.60
		Notice of Ex Parte Application; Declaration of Rick Daniels &					
Bosco Legal Services	City Attorney	Adrian Chavez				\$	234.95
						\$	5,499.59

ITEM	REASON	COST	
Supplies	USPS Certified Mail Notice of Violation	\$	8.25
Supplies	USPS Certified Mail 1st Follow Up Inspection Citation Issued	\$	8.25
Supplies	USPS Certified Mail 2nd Follow Up Inspection Citation Issued	\$	8.25
Supplies	USPS Certified Mail 3rd Follow Up Inspection Citation Issued	\$	8.25
Supplies	USPS Certified Mail Notice to Appear Admin hearing	\$	8.25
Supplies	USPS Certified Mail Minute Action	\$	8.25
	Total Material Costs	\$	49.50

ATE	ITEM	REASON	COST
		14-32(c), 14-32(d), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-	
		32(i), 14-32(j), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t),	
8/2/2021	A3825	14-32(u), 14-32(v), 14-32(aa), 14-32(z), IMPC 301.3, IMPC	\$1,550.00
		302.1, IMPC 302.8, IMPC 304.3, IMPC 304.5, IMPC 304.6, IMPC	
		304.7, IMPC 308.1, 108.1.1, 108.2	
8/16/2021		14-32(c), 14-32(d), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-	
		32(i), 14-32(j), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t),	
	A3363	14-32(u), 14-32(v), 14-32(aa), 14-32(z), IMPC 301.3, IMPC	\$5,450.00
		302.1, IMPC 302.8, IMPC 304.3, IMPC 304.5, IMPC 304.6, IMPC	
		304.7, IMPC 308.1, 108.1.1, 108.2	
8/30/2021		14-32(c), 14-32(d), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-	
		32(i), 14-32(j), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t),	
	A3391	14-32(u), 14-32(v), 14-32(aa), 14-32(z), IMPC 301.3, IMPC	\$13,550.00
		302.1, IMPC 302.8, IMPC 304.3, IMPC 304.5, IMPC 304.6, IMPC	
		304.7, IMPC 308.1, 108.1.1, 108.2	
	itangan ito kan ay maraba	Total Administrative Citation's	\$20,550.00

				STS												<del>99</del> .09	

1. City	Manager or his designee may, after 24 hours following posting of this
Abatement Warrant	in a conspicuous location on the Property, enter onto the real property having
APN 0185-066-26-0	000, located at 110 Market Street, Needles, California ("Property"), and may
abate the public nuis	ance by: (1) cleaning and correcting violations in all structures on the Property
described in the Cha	avez Declaration, and (2) removing and disposing of all miscellaneous debris
and vegetation on th	e Property and all contents inclusive including but not limited to correcting the
following violations	of Needles Municipal Code:
(c)	Buildings which are abandoned, partially destroyed
(d)	Open windows, doorways, etc. of vacant structure
(e)	Paint deterioration
(f)	Broken windows making hazardous condition
(g)	Overgrown, dead, decayed, or hazardous trees, weeds and other vegetation
(h)	Building exterior which are maintained in such condition to become
	defective, unsightly, or no longer viable
(i)	Unlawful storage of material on property
(j)	Vehicles stored in yard areas, other than on driveways
(k)	Abandoned, broken or neglected equipment
(m)	Materials visible from public street
(p)	Unsightly appearance
(s)	The maintenance of any structure in a state of substantial deterioration, such
	as peeling paint, broken windows, roof is disrepair, damaged porches, and is
	visible from a public right of way or neighboring property. Such conditions
	would have the tendency to depreciate the aesthetic and property values of
	surrounding properties.
(t)	The substantial lack of maintenance of grounds within the City on which
	structures exist, where the grounds are visible by the public from a right of
	way or neighboring properties. Such condition would have a tendency to
	depreciate aesthetic and property values or surrounding properties

CIV SB 2 2 0 4 1 3 0
such other reasonable methods as may be appropriate to remove and abate the aforementioned
public nuisances on the Property. Reasonable force only shall be used. The work shall be
accomplished between 8:00 a.m. and 6:00 p.m. only.
3. Abatement pursuant to this Abatement Warrant shall be carried out no later than
ninety (90) days from the date this Abatement Warrant is issued.
2. This Abatement Warrant shall be posted on the Property at least twenty-four (24)
hours before the abatement begins.
3. A return describing all the actions taken pursuant to this Abatement Warrant shall be
returned to this Court no later than fourteen (14) days after execution of the Abatement Warrant.
4. City is awarded fees and costs expended to date plus all costs of abatement to be
performed. City shall submit a bill with the return on Abatement Warrant. The City Council may
authorize a lien to be placed upon the Property at the conclusion of the abatement proceeding and
such amount may be collected through the tax rolls or any other collection measure deemed
appropriate by the City.
DATED: 3 24 2022 By: () ()

JUDGE OF THE SUPERI

# NEEDLES, CALIFORNIA LOCATION MAP





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

□ CITY	COUNCIL NPUA	⊠ Regular ☐ Special	
Meeting Date:	September 13, 2022		
Title:	Adopting an Itemized Statement of Cost for	y Council Resolution No. 2022-68 Resolution of the City Council of the City of Needles, California Confirming and opting an Itemized Statement of Cost for Abatement of Property located at 110 rket Street also known as APN 0185-066-26-0000	
Background:	On October 27, 2021, administrative hearing was held declaring the dilapidated home and its contents and all miscellaneous debris on the property a public nuisance. The Administrative Hearing Officer further ordered staff to obtain an abatement warrant from the court, collect all fines, demolish the structures and remove all debris from the property.		
	On March 24, 2022, an Abatement Warrant 01375) for the city to take the appropriate ac aforementioned public nuisances on the pro City awarding any fees and costs expended be placed as a lien on the property totaling \$	ctions to remove and abate the perty. The Court ruled in favor of the to date plus all costs of abatement to	
	On or about April 13, 2022, the Property was established in the City's Municipal Code.	s returned to acceptable standards as	
Fiscal Impact:	The potential reimbursement to the City in the property.	ne amount of \$26,099.09 upon sale of	
Environmental Impact: N/A			
<b>Recommended Action:</b> Approve City Council Resolution 2022-68, Confirming and adopting an itemized statement of cost for abatement of property located at 110 Market Street, also known as APN 0185-066-26-0000, file said resolution with the County Recorder placing a lien on the property.			
Submitted By:	Submitted By: Patrick Martinez, Assistant City Manager/Development Services		
City Management	City Management Review: Date: Date:		
Approved:	Not Approved: Tabled: Tabled: S	Other: Agenda Item:	

#### **RESOLUTION 2022-68**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES CALIFORNIA, CONFIRMING AND ADOPTING AN ITEMIZED STATEMENT OF COST FOR ABATEMENT OF PROPERTY LOCATED AT 110 MARKETSTREET, NEEDLES, CA 92363, ALSO KNOWN AS APN 0185-066-26-0000

WHEREAS, pursuant of Section 116 of the 2012 International Building Codes, property located at 110 Market Street (Assessor's Parcel No. 0185-066-26-0000) was declared to be a safety hazard/public nuisance and was ordered abated by Mark Marnati, serving as Hearing Officer; and

WHEREAS, proper notification to the property owner, <u>Commanding Property, Inc.</u>, to abate the nuisance was given on or about October 27, 2021; and

WHEREAS, the property owner did not, in fact, clean the premises as ordered; and thereby the City of Needles commenced to do the work with a total cost of twenty-six thousand ninety-nine dollars and nine cents (\$26,099.09) being charged to the property owner payable by said owner of the property, or by the beneficiary of any trust deed or by any other interest party; and

WHEREAS, On March 24, 2022 Case No. SBSW 22-01375 was filed with the Superior Court of the State of California County of San Bernardino and an itemized statement of costs for work performed by the City is hereby attached to this Resolution for further particulars was submitted.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Needles California, hereby confirms and adopts the itemized statement in the amount of twenty-six thousand, ninety-nine dollars and nine cents (\$26,099.09) for the work performed by the City of Needles. The City Council further resolves that the statement shall be paid by the owner of the premises, beneficiary of any trust deed concerning the premises, or any other party interested in the property; and

**BE IT FURTHER RESOLVED**, that if the said statement is not paid, said changes shall constitute a lien on the real property upon which the public nuisance was abated and shall be collected as a special assessment against the real property; and

**BE IT FURTHER RESOLVED**, that the property in this Resolution is located in the City of Needles, State of California, and more particularly described as Assessor's Parcel No. 0185-066-26-0000, record of San Bernardino County; and

**BE IT FURTHER RESOLVED**, that the Assistant City Manager is hereby directed to file with the Assessor and Tax Collector of San Bernardino County, certified copies of this Resolution, and further the Assistant City Manger shall record said Resolution with the San Bernardino County Recorder; and

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**BE IT FURTHER RESOLVED**, that the Assistant City Manager should direct the San Bernardino County Assessor to enter the amount of the charge against the real property described in this Resolution on the current assessment rolls; and

**BE IT FURTHER RESOLVED**, that the San Bernardino County Tax Collector shall add the amount of the assessment to the next regular tax bill against the property for municipal purposes.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 13<sup>th</sup> day of September 2022 by the following roll call vote:

AYES: NOES: ABSENT:		
ABSTAIN:		
		Mayor
(Seal)	Attest:	City Clerk
Approved as to form:		
MA		



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

⊠ CITY C	COUNCIL   NPUA	☐ Regular ☐ Special
Meeting Date	e: October 11, 2022	
Title: Californ	ia Assembly Bill 361; Brown ActAbbreviate	ed Teleconferencing Procedures
Background:	On September 13, 2022, the City Council a proclaiming a local emergency, ratifying the Emergency by Executive Order N-09-21, a meetings of the legislative bodies of the Cit September 17, 2022 - October 16, 2022, p Brown Act.	e proclamation of a State of and authorizing remote teleconference ty of Needles for the period of
agencies to co	urpose of California Assembly Bill 361 (Rontinue holding public meetings remotely tring the COVID-19 state of emergency.	
imposed or recteleconference bodies shall, rand every 30 c (A) (B)	members to meet safely in person.	distancing, in order to continue to ng procedures, the local legislative cing for the first time under AB 361, ngs by majority vote:
Fiscal Impact:	N/A	
aut Ne	d Action: Resolution No. 2022-69 processor proclamation of a State of Emergency by Ethorizing remote teleconference meetings of edles for the period of October 17, 2022 – Novisions of the Ralph M. Brown Act	the legislative bodies of the City of
Submitted By:		12/1/22
City Managem	\	Date: 4 22
Approved:	Not Approved: ☐ Tabled	: Other:
		Agenda Item:

#### **RESOLUTION 2022-69**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF NEEDLES FOR THE PERIOD OCTOBER 17, 2022 - NOVEMBER 15, 2022, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

WHEREAS, the City of Needles (the "City") is committed to preserving and nurturing public access and participation in meetings of the City Council; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 - 54963) (the "Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the City Council previously adopted Resolution 2022-66 on September 13, 2022, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

WHEREAS, as a condition of extending the use of the provisions found in Government Code section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and

WHEREAS, emergency conditions persist in the City, specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; despite sustained efforts the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS, on June 9, 2021, the California Department of Public Health issued updated public health directives related to physical distancing and face coverings effective June 15, 2021, based on guidelines issued by the Centers for Disease Control and Prevention; and

WHEREAS, the San Bernardino County Department of Health has recommended measures to promote social distancing. The current state and federal masking guidance recommend that vaccinated individuals wear face masks in public indoor settings. The state still requires unvaccinated individuals to wear masks indoors; and

WHEREAS, the City Council does hereby find that the ongoing risk posed by the highly transmissible COVID-19 virus will continue to cause conditions of peril to the safety of persons within the City which are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and the City Council desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the City Council does hereby find that the legislative bodies of the City shall continue to conduct their meetings without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in Government Code section 54953(e)(2); and

WHEREAS, all meeting agendas stating meeting dates, times and the manner in which the public may attend and offer public comment by call-in option or internet-based service option shall be posted, at a minimum, on the City's website and at the City's main office.

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEEDLES DOES HEREBY RESOLVE 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. Affirmation that Local Emergency Persists.

The City Council hereby considers the conditions of the state of emergency in the City and proclaims that a local emergency persists throughout the City, and the ongoing risk posed by the highly transmissible COVID-19 virus has caused, and will continue to cause, conditions of peril to the safety of persons within the City; furthermore, the guidance of San Bernardino County Department of Health recommends physical distancing.

#### Section 3. Re-ratification of Governor's Proclamation of a State of Emergency.

The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

#### Section 4. Remote Teleconference Meetings.

The Mayor, the City Manager, and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

#### Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 15, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

#### Section 6. Certification.

The Clerk of the City Council 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 11<sup>th</sup> day of October 2022, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:		
	Mayor	
ATTEST:		
Dale Jones, City Clerk	······································	
APPROVED AS TO FORM:		
John O. Pinkney, City Attorney		



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

⊠ CITY COUN	NCIL ☐ UTILITY BOARD ☐ NPUA ☐ RDA ☐ Regular ☐ Special
Meeting Date:	10/11/2022
Title:	Accept the cost increase for "Final Design" by the Arizona Department of Transportation (ADOT) for the Bridge Rehabilitation Project under the Intergovernmental Agreement (IGA) in the amount of \$2,000.
Background:	ADOT re-advertised the project on 06/24/2022 incorporating modifications to the bid package to ensure a more competitive bid pool. With the rebidding effort a shared cost for bidding support resulted in a cost of \$2,000 (50%).
Fiscal Impact:	The total project cost (design and construction) to date is increased by \$4,000 for a total of \$3,843,648 with the City's obligation (50%) being \$1,921,824. The Citys portion of this increase (\$2,000) to be expended from the General Fund Reserves to be reimbursed by a grant administered by Caltrans from the Highway Bridge Program (HBP) at 88.53% resulting in a total return of \$1,701,391 to the City.
	<u>Am</u> Sylvia Miledi
Recommendation:	Accept the cost increase for "Final Design" by the Arizona Department of Transportation (ADOT) for the Bridge Rehabilitation Project under the Intergovernmental Agreement (IGA) in the amount of \$2,000. Funds to be expended from the General Fund Reserves and be reimbursed by a grant administered by Caltrans from the Highway Bridge Program (HBP) at 88.53%.
Submitted By:	Kathy Raasch, Projects Manager
City Management Re	
A	pproved: Not Approved: Tabled: Other:

AGENDA ITEM: 15





DTALA2023000029DT0838

	Customer Name 🛒 🗸				+ 4-1
Remit to:	City of Needles			TNVC	TRUE,
ARIZONA DEPARTMENT OF TRANSPORTATION  Local Agency	Customer Number		Invoice Nu	mber	Invoice Date
206 S 17TH ÁVE	DT0838		LA202300		09-20-22
MAILDROP 203B PHOENIX AZ 85007			ARDept/B		Due Date:
FROENIX AZ 63007			DTA:LA010		10-20-22
Bill to:			Amount D	ue .	Amount Endosed
City of Needles			\$2,000.00		
817 THIRD ST NEEDLES CA 92363					
					` <u> </u>
			Pa	ayment Method: Chec	k 🔲 Money Order 📙 🤻
Please check if address has changed. Write correct address on back of stub and attach with payment	t t		Plea	ase write Invoice No on f	ront of check or Money Order.
			DO	NOT MAIL CASH	. 1
P	lease detach the above s	tub and return w	ith your remitta	ance	
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	(a. Customer			inalinvoice Date	20riginal Due Date
	DT08		ar Para Diic	09-20-22	10-20-22
Customer Name			16.00	vojce Number	Julyoice Date
City of Needles			L	A2023000029	09-20-22
Invoice Charges					
			Unit of	Unit Price	Charges/Credits
Ref Line No. Description	Billing Date	No. Of Units	Measure		
No. Description  1 Invoicing city's 50% share for design cost for		No. Of Units	Measure		\$2,000.00
No. Description		No. Of Units	Measure		-
No. Description  1 Invoicing city's 50% share for design cost for		No. Of Units		otal Invoice Charges	-
No. Description  1 Invoicing city's 50% share for design cost for		No. Of Units		otal Invoice Charges	\$2,000.00
No. Description  1 Invoicing city's 50% share for design cost for project F018201D		No. Of Units		otal Invoice Charges	\$2,000.00
No. Description  1 Invoicing city's 50% share for design cost for project F018201D  Other Charges		No. Of Units			\$2,000.00 \$2,000.00
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No. Description  1 Invoicing city's 50% share for design cost for project F018201D  Other Charges  Description  Credit Payments Applied  Total Amount Due		No. Of Units	τ	Date	\$2,000.00 \$2,000.00 Charges \$0.00
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No. Description  1 Invoicing city's 50% share for design cost for project F018201D  Other Charges  Description  Credit Payments Applied  Total Amount Due		No. Of Units	τ	Date	\$2,000.00 \$2,000.00 Charges \$0.00
No. Description  1 Invoicing city's 50% share for design cost for project F018201D  Other Charges  Description  Credit Payments Applied  Total Amount Due		No. Of Units	τ	Date	\$2,000.00 \$2,000.00 Charges \$0.00

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☐ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA	⊠ Regular ☐ Special
Meeting Date: 10/11/2022	
Design of Well No. 11 to Well No. 1	for Professional Engineering Services for the 15 Waterline Intertie Project in the amount not to by the State Water Resources Control Board
Agreement with the California State \$14,247,995. for this project (Phas This amendment includes \$7,449,9	and executed Amendment No. 2 to the Grant e Water Resources Control Board (SWRCB) for se 6A) and other drinking water related projects. 918 for a water treatment plant at Well No. 11. e treatment plant contract is being drafted now soil and the SWRCB.
of dedicated transmission main (in Well No 15 at K Street, to keep unt	of the design of approximately 2855 linear feet tertie) between Well No. 11 on River Road and reated water separate from the existing culinary roposed treatment facility. This scope is outside plant at Well No. 11.
	urvey, design, preparation of all construction construction management and construction
including plans, specifications & es the Grant awarded by California St	o complete the proposed professional services stimates (PS&E) for the project, being funded by ate Water Resources Control Board Agreement 2030 of \$14,247,995.
design of the Well No. 11 to Well No.	for Professional Engineering Services for the o.15 Waterline Intertie Project in the amount not y the State Water Resources Control Board.
Submitted By: Kathy Raasch, Projects Manager	
City Management Review:	Date: 16 4 22
Approved: Not Approved:	Tabled: ☐ Other: ☐



September 26, 2022

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

Subject:

Proposal to Provide Professional Engineering Services for the Design of

the Well 11 to Well 15 Waterline Intertie

#### Dear Ms. Torrance:

Thank you for the opportunity to submit a proposal to provide professional engineering services for the subject project. The City desires to retain a consultant to aid in completing the design of a new dedicated transmission main intertie between Well No. 11 and Well No. 15. The proposed intertie waterline is needed to deliver untreated groundwater from Well No. 15 to the proposed water treatment facilities to be constructed at Well No. 11. The intertie waterline will require approximately 2,855 linear feet of 16" waterline to keep untreated water separate from the existing culinary water system. Additionally, TKE will coordinate with the design consultant for the Well No. 11 water treatment plant. Finally, our proposal includes bidding, construction management, and inspection services to oversee the construction of the proposed waterline intertie facilities. Our proposed scope of services is described in more detail below.

#### **SCOPE OF SERVICES**

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

#### Task 1. Project Coordination

TKE will provide project coordination and management for the Well No. 11 water treatment plant, designed by others. TKE will meet with the consultant, as required, throughout the treatment plant project development and design phase, including consultant kick-off meetings, progress meetings, and workshops. We will provide oversight and technical review of reports, specifications, plans, schedules, and/or designs. TKE will provide continuous communication with City staff and the Well No. 11 water treatment plant consultant during the design phase to ensure that the

project is implemented in accordance with City requirements. TKE will provide plan check and feasibility review services for the design, identifying any design deficiencies, permit requirements, safety issues, any constructability issues and cost savings measures and will ensure that the project will meet budget requirements. We estimate approximately 72 hours for this task.

#### Task 2. Records Research

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

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

#### Task 3. Surveying

TKE will perform topographic survey to collect details of the proposed waterline alignment and site features at each well site as needed to prepare the waterline improvement plans. The survey will be tied to an existing City benchmark to ensure consistency with existing other City records, and tied to record survey monuments.

#### Task 4. Base Drawings

We will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2019 software at a drawing scale of 1"=40' for the waterline plan and profile. The base construction drawings will include a plan view based on field survey data. We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, street centerline, and street names to the plan view portion of the drawings. Once the base drawings are complete, we will perform a careful field review to ensure all above ground and underground facilities are shown correctly. We will request that experienced City staff assist us with the field review to ensure all underground facilities and well appurtenances have been identified and accurately shown.

#### Task 5. Preliminary Design

Following preparation of base drawings and site visit, TKE will prepare a preliminary design identifying the proposed waterline alignment. The waterline alignment will include proposed waterline alignment from the tie-in location at each well site, utility crossings, other potential conflicts, and related information. We will also coordinate

with the design engineer for the Well No. 11 water treatment facilities to verify the tie-in location.

TKE will forward the preliminary design 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 alignment.

#### Task 6. 60% Design

The 60% design will consist of a title sheet, construction notes sheet, plan and profile sheets, and detail sheets, including connection details.

The title sheet shall include the title of the job, a vicinity map showing the City limits in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction quantities, an index for the drawings, and references.

The construction notes will include requirements for notifications, existing utility protection and relocation, materials, excavation, shoring, bedding, backfilling, compaction, improvement restoration, testing, flushing, video inspection, and construction sequencing.

The plan and profile sheets will include the plan and profile views showing digital topographic data, existing improvements and utilities, centerline control, proposed pipeline alignment, and pipeline appurtenances (connections, air valves, main line valves, blow offs, etc.). Alignment will be selected to provide required Department of Public Health separation and avoid conflicts with other utilities. The profile will show existing ground surface over the proposed pipeline, pipeline flow line, top of pipe, utility crossings, slopes, length of pipe, pipeline appurtenances, joint restraint requirements, and special bedding requirements all in accordance with City standards.

The construction detail sheets will include connections, appurtenance details, and abandonment details, all at appropriate drawing scales.

In addition, TKE will prepare a draft specification package (Bid Sheets and Special Provisions) for bidding purposes in accordance with City standards and in Microsoft Word format. The specifications will include bid schedules with special bid instructions on the City's award intentions. They will also include preliminary technical specifications for the waterline piping and appurtenances.

After 60% design and specifications are complete, we will forward electronic copies to the City for review and comment. Thereafter, the City will provide comments via email.

#### Task 7. 90% Design

We will incorporate the City's 60% comments, refine the design as required, and provide the City revised drawings. After 90% design is complete, we will forward

electronic copies to the City for final review and comment. Thereafter, the City will provide comments via email for final design.

#### Task 8. Final Design

We will incorporate the City's 90% comments and provide the City with hard (mylar drawings and specifications) and digital (PDF and Word) copies of the drawings, and specifications for bidding purposes.

#### Task 9. 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 and verification of the lowest responsible bidder.

#### Task 10. Pre-Construction Services

Pre-construction services include project familiarization and team coordination; material submittal review; and pre-construction conference coordination. Pre-construction services, each are discussed in the following paragraphs:

#### Task 10.1 Team Coordination

TKE will coordinate the project team, including City staff, Contractor, Construction Inspector, geotechnical engineers, materials testing, and other agency staff by advising of the project schedule and specific project requirements. All conferences will be documented.

#### Task 10.2 Pre-Construction Conference

A preconstruction conference will be held. The conference will be attended by City staff, TKE's Construction Manager, TKE's Construction Inspector, Contractor, and others. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, and procedures for contract submittals, contract administration, job-site access and delivery, job requirements, site constraints, and coordination with others. We will document the meeting and distribute meeting minutes to all appropriate parties.

#### Task 10.3 Material Submittal Review

TKE will coordinate with the Contractor for the list of all project submittals and coordinate reviews and approvals. Submittals would include, but are not limited to:

- a. Construction Schedule
- b. Emergency Contact List
- c. SWPPP
- d. Project Sign
- e. Valves

- f. Piping
- g. Appurtenances
- h. Aggregate Base
- i. Portland Cement Concrete

We will maintain a submittal log for the Project and it will include descriptions of submittals, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to the Contractor. Submittals will be returned within the time frame specified by the contract documents. The construction schedule will be a critical document. It will be reviewed to verify compliance with the contract documents and will be reviewed biweekly to ensure construction is proceeding efficiently.

TKE's Construction Manager will meet with the Contractor and Construction Inspector on a biweekly basis to review progress, changed conditions, issues and progress payments to ensure the project remains on schedule and that City staff is fully aware of all project proceedings.

#### Task 11. Construction Management

TKE has assumed approximately 30 working days to complete construction. Prior to beginning construction and throughout the course of construction, we will meet City staff. We will prepare agendas and minutes for each meeting and will respond to questions as required. During construction, the Construction Manager will coordinate all construction activities with the Construction Inspector, the quality assurance professionals, other agencies and utility companies and project surveyors. In addition, the Construction Manager will visit the job site periodically to observe construction activities. He will document any observed deviations from the plans and he will advise the Contractor, as appropriate, for resolution of observed deficiencies. In addition, our Construction Manager will conduct biweekly virtual meetings with the Contractor to ensure construction is progressing efficiently. We will prepare agendas and minutes for each, and refer to uncompleted business at each meeting. Also, should incidents or issues arise, Contractor will be required to submit reports regarding each.

Throughout the course of construction, our Construction Manager will respond to complaints from the public. In addition, he will review the construction progress and compare it to the approved project schedule and the contractor of deficiencies.

RFI's and RFC's (including written clarification requests and change-in-plan drawings) will be reviewed and responded to regarding the contract documents in order to ensure that the improvements are constructed in compliance with same; we will provide said responses as required to minimize delays in construction. All RFI's and RFC's will be logged, including content of inquiry and date relayed and date of response.

Our contract administration activities will include progress reviews to ensure that the project is proceeding according to requirements and schedule, biweekly progress review meetings with the contractor, review of contract change order requests, and payment requests and related services. Payment requests and record keeping will include all correspondence, transmittals, drawings, technical manuals, reports, etc. (both hard copy and electronic formats) related to pre-construction, construction and post-construction phases of each construction contract. The documents will be kept at our office.

Project progress and any changes during construction will be noted on a set of the project's contract documents maintained in our office. If a problem occurs requiring a City decision, we will consult with staff. The Construction Manager will attempt to resolve complaints, concerns, and questions from residents and other affected agencies without staff assistance.

Through e-mail, telephone conferences, and regular virtual meetings, the Construction Manager will keep staff informed of project progress, problems that have occurred during construction, and any changes in work. Whenever possible, we will review required changes with staff prior to making same.

Each month, we will review the construction payment requests submitted by the contractor for work completed and the construction schedule. In addition, we will verify that certified payroll has been submitted. We will review the work completed and payment requests to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it for payment. We will also submit a monthly status report with each payment request verifying compliance with the project schedule. If the Contractor begins to fall behind the schedule, we will request corrective action.

If change conditions occur, we will negotiate with the Contractor to establish the impact of change conditions and we will attempt to complete negotiations prior to beginning work. The City will be included in all negotiation requiring a contract amount increase. If we fail to reach an agreement and the work must continue, we will direct the Contractor to complete the work. TKE's Construction Inspector will document the labor, materials and equipment used for the extra work for use in future negotiations.

We will review any change order request received to determine if said request is warranted. If the change order request is not warranted, we will reject it in writing; prior to sending rejection letters to the Contractor, we will review it with City staff. If the change order request appears justified, we will review it with the Construction Inspector and compare it with field reports for confirmation of materials, equipment and/or labor involved; we will review same with staff and receive staff's approval prior to preparing and processing the contract change order. Change orders will be

prepared on standard forms. Change Orders will be summarized in a log for review at our weekly meetings.

We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

In addition, we will maintain documents and records. We will ensure that the contractor is submitting proper labor reports, time and material reports, material invoices and/or tickets, certifications, warranties and all other such documents as necessary for a complete and successful project.

#### Task 12. Construction Staking

TKE will provide construction staking services required to complete construction. We will prepare grade sheets and we will provide stakes for construction at required locations as established by the Contractor. TKE assumed five site visits to complete all required construction staking.

#### Task 13. Construction Inspection

TKE will provide full time construction inspection for the duration of the project (i.e., 30 working days). Our Construction Inspector will provide daily construction inspection to verify that the project is progressing in compliance with the plans and requirements. He will regularly discuss construction anticipated construction activities to ensure quality compliance and surveying is scheduled as needed to ensure the project is proceeding efficiently. We will require strict compliance with requirements for all construction activities. All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

Our Construction Inspector will verify SWPPP and public safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented and the City will be advised. In addition, he will verify that construction is proceeding in accordance with contract document requirements.

All system service interruptions, connections and abandonments will be coordinated with City staff. In addition, TKE will verify all quality testing for the project.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present, weather conditions, and construction progress. All project documentation will be completed on City standard forms. All documents will be submitted in hard copy and electronic copy formats. TKE will provide all inspection equipment needed.

Inspection services for materials testing and compaction services is not included in TKE's proposal and will be provided under a separate contract.

#### Task 14. Construction Close-Out

TKE will establish punch-lists for project completion, deliver maintenance bonds and/or manufacturer warranties, operations and maintenance manuals are provided, and all other construction requirements have been completed.

Through the course of construction, TKE will document changes on a set of record drawings. Once the project has been completed, TKE will prepare record drawings and provide them. They will be signed and stamped by the construction manager and will reflect the improvements as constructed. Said record drawings will be based on data furnished by the Contractor, and our weekly field reports.

We will forward copies of all records in digital format and we will prepare a summary of construction changes, final cost, and schedule revisions. In addition, TKE will provide a final narrative summary report documenting construction activities.

**FEE**Our budget to provide the services described is as follows:

<u>Descr</u>	<u>iption</u>	Amount
1.	Project Coordination	\$ 12,600
2.	Records Research	\$ 1,500
3.	Surveying	\$ 4,000
4.	Base Drawings	\$ 10,000
5.	Preliminary Design and Specifications	\$ 5,000
6.	60% Design	\$ 12,000
7.	90% Design	\$ 6,000
8.	Final Design	\$ 3,000
9.	Bidding Assistance	\$ 4,000
10.	Preconstruction Services	\$ 16,500
11.	Construction Management	\$ 24,000
12.	Construction Staking	\$ 9,600
13.	Construction Inspection	\$ 29,000
14.	Construction Closeout	\$ 3,500
Total:		\$140,700

TKE's total project fee, including all tasks described above, is \$140,700. Should the City desire to move forward with project design only, excluding Tasks 9-14, TKE's proposed fee of \$54,100 will include coordination on Well No. 11 treatment design and preparation of construction bidding documents, which will include six (6) sheets (i.e. title sheet, note sheet, three waterline plan and profile sheets, and two detail

sheets). 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 6-weeks of receiving notice to proceed. Thereafter, TKE anticipates turning around subsequent plan sets (i.e. 60%, 90%, and Final) within 3-weeks of receiving City comments. TKE estimates 3 months to complete bidding and award of construction. Finally, we estimate approximate 30 working days for construction.

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

Sincerely,

Steven W. Ledbetter, P.E.

Vice President

TKE Engineering, Inc.

Attachments:

Rate Schedule



	HOURLY <u>RATE</u>
Principal in Charge Project Manager/Construction Manager/Licensed Surveyor Senior Engineer/Project Engineer (PE)/Senior Plan Checker Assistant Project Manager/Associate Engineer Assistant Engineer/Plan Checker/Designer AutoCAD Technician Engineering Technician Clerical Forensic Engineering Expert Witness Testimony	\$175.00 \$165.00 \$155.00 \$145.00 \$135.00 \$125.00 \$ 90.00 \$ 85.00 \$250.00
SURVEYING SERVICES	
2-Man Survey Crew (Prevailing Wage)	\$240.00
CONSTRUCTION SERVICES	
Senior Construction Inspector (Prevailing Wage)	\$120.00 \$110.00
REIMBURSABLE COSTS	
In-house Reproduction Printing and Materials Express Mail/Courier/Next Day Service Special Subconsultant Services	Cost Cost + 10% Cost + 10% Cost + 10%



## City of Needles, California Request for Council Action

⊠ CITY C	OUNCIL  Board of Public Utilities  Regular  Special
Meeting Date:	October 11, 2022
Title:	Accept TKE Engineer's proposal to provide Engineering Services for the design of the Golf Course Irrigation Efficiency Project, Phase 1 in the amount not to exceed \$25,800.
Background:	The existing irrigation system at the Rivers Edge Golf Course dates back to the mid 1960's and is extremely inefficient and need of replacement. Currently, a staff member is responsible for manually installing every sprinkler head each night the course is irrigated.
	The City was awarded grant funding under the 2021 Urban and Multibenefit Drought Relief Grant Program from the California Department of Water Resources (DWR) in March 2022 to assist in the replacement of the existing 660 manual sprinkler heads with new water efficient sprinkler heads and design a new automatic irrigation system that will control the new sprinklers.
	Phase 1 of this project will consist of preparing a basis of design report, completing the design for the automatic sprinkler system, and preparing bid documents for procuring the new water-efficient sprinkler heads. This project is estimated to provide 50-acre feet per year of water savings per year.
Fiscal Impact:	A total not to exceed \$25,800 to provide engineering services to complete the design and contract documents for the project, being funded by a grant from the Department of Water Resources (DWR). The total project cost awarded is \$715,538.
Recommendation:	Accept TKE Engineering proposal to provide Engineering Services for the design of the Golf Course Irrigation Efficiency Project, Phase 1 in the amount not to exceed \$25,800 and authorize staff to execute a new task between City & TKE Engineering for said work.
Submitted By:	Kathy Raasch, Projects Manager
City Management F	Review: Date: 10 4/22
Approved:	Not Approved: Tabled: Other:
	Agenda Item:



September 26, 2022

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

Subject:

Proposal to Provide Professional Engineering Services for the Design of

Golf Course Irrigation Efficiency Project - Phase I

#### Dear Ms. Torrance:

Thank you for the opportunity to submit a proposal to provide professional engineering services for the subject project. The City was awarded grant funding to replace manual sprinkler head through the Rivers Edge Golf Course with automatic sprinklers. More specifically, the City desires to retain a consultant to prepare plans, specifications, estimates, bidding and construction support services for the Phase 1 Project that will replace approximately 660 manual sprinkler head with new water-efficient sprinkler heads and install an automatic irrigation system. TKE will partner with Community Works Design Group to complete the project, collectively referred to herein as the Project Team. Our proposed scope of services is described in more detail below:

#### **SCOPE OF SERVICES**

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

#### Task 1. Meetings and Coordination

Upon authorization to provide services, the Project Team will meet with City Staff at the project site to gain a better understanding of the project scope, specifically to further define the key locations of the existing irrigation system and site development requirements. In addition, we also propose to provide coordination with the City throughout the course of providing engineering services to ensure that the design documents and project support services are progressing in accordance with City Staff design requirements.

#### Task 2. Records Research

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

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

#### Task 3. Site Analysis and Design

Because the project is grant funded, the Project Team will ensure all Department of Water Resources grant requirements and deliverables are met. The Project Team will utilize the 2001 Preliminary Irrigation Plans for the basis of design. This Phase 1 Project will consist of revising the preliminary design to install approximately 660 new water-efficient sprinkler heads. We will also revise the preliminary design to include a new automatic irrigation system that will control the new sprinklers. These revisions will result in the preparation of 100% Construction - Phase 1 Irrigation Plans and engineer's estimate of probable cost. We anticipate one round of design document review with the City.

In addition, we will prepare a critical path schedule, identifying key submittal dates and progress milestones for City review and approval. Further, we will assist the City with documentation and calculations to demonstrate the anticipated water and energy savings of this project through the design and construction.

#### Task 4. Bidding Assistance

Th Project Team 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, we will assist the City with review of bid proposals in accordance with the contract documents.

#### Task 5 - Construction Administration Assistance

The Project Team will attend the pre-construction meeting to provide addition details on the project scope, as required.

In addition, the Project Team will review shop drawings and material samples, respond to Contractor Requests for Information (RFI's), and review project submittals. We will attend construction progress meetings at the City's request. We will advise and consult with the City throughout the construction phase.

Further, we will provide field observations as requested. Visits shall be performed at the current hourly rates listed in the attached rate schedule.

Finally, we will assist the City in determining the amount owed to the Contractor by reviewing monthly payment requests.

**FEE**Our budget to provide the services described is as follows:

<u>Descr</u>	<u>Amount</u>	
1.	Meetings and Coordination	\$ 1,800
2.	Records Research	\$ 1,800
3.	Site Analysis and Design	\$ 12,300
4.	Bidding Assistance	\$ 1,900
<u>5.</u>	Construction Administration Assistance	\$ 8,000
Total:		\$ 25,800

TKE's proposed project fee includes approximately 165 man-hours at a cost of \$25,800 for the above scope of work. We will invoice the City monthly in accordance with our rate schedule, see attached. Our invoice will not exceed the amount presented above without prior approval.

#### **SCHEDULE**

The Project Team is prepared to begin our services immediately upon receipt of Notice to Proceed (NTP) by the City of Needles, and to run various City projects concurrently. Assuming the NTP is issued on October 15, 2022, we foresee the following tentative milestones:

- October 15, 2022 Notice to Proceed
  - Project Team proceeds with site investigation, review of 2001
     Preliminary Irrigation Plan, host kick-off meeting, etc.
- · December 1, 2022 Submit Basis of Design Report
  - Allow 4-6 weeks DWR review
- March 1, 2022 Submit 100% Design Plans
- July 2023 Begin Construction during Course Closure
- September 15, 2023 Construction Completion
- October 2023 Project Completion, As-Built/Record Drawings, File NOC, etc.

The timeline above reflects a steady pace of project progression. However, the Project Team has the bandwidth and proven performance to expedite the design sequence if deemed necessary.

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

Sincerely,

Steven W. Ledbetter, P.E.

Vice President

TKE Engineering, Inc.

Attachments:

Rate Schedule



	HOURLY <u>RATE</u>
Principal in Charge. Project Manager/Construction Manager/Licensed Surveyor	\$175.00 \$165.00 \$155.00 \$145.00 \$135.00 \$125.00 \$ 90.00 \$ 85.00 \$250.00 \$350.00
SURVEYING SERVICES	
2-Man Survey Crew (Prevailing Wage)	\$240.00
CONSTRUCTION SERVICES	
Senior Construction Inspector (Prevailing Wage)	\$120.00 \$110.00
REIMBURSABLE COSTS	
In-house Reproduction Printing and Materials Express Mail/Courier/Next Day Service Special Subconsultant Services	Cost Cost + 10% Cost + 10% Cost + 10%



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

☑ CITY COUNCIL ☐ Board of Public Utilities ☑ Regular ☐ Special					
Meeting Date: October 11, 2022					
<b>Title:</b> Accept TKE Engineer's proposal for assistance with the preparation of an application for grant funding through Caltrans for the Highway Safety Improvement Program (HSIP) Cycle 11 and authorize the transfer of funds from reserves to the Engineering budget in FY 23 not to exceed \$14,900.					
Background:					
Caltrans Highway Safety Improvement Program (HSIP) Cycle 11 Call-for-Projects was announced on Monday, May 9, 2022. The California local HSIP program funds local highway safety improvement projects. An HSIP application was submitted on September 12, 2022, for \$448,100 for improvements recommended in the City's recent Local Roadway Safety Plan (LRSP).					
The LRSP was prepared and developed in compliance with the State and Federal guidelines for eligibility to apply for funding of the HSIP. Improvements to the following roadways were recommended in the LRSP and included in the HSIP application: W Broadway St, N. K Street, Needles Hwy, National Old Trails Road, San Clemente Street, Lillyhill Drive, and N K Street.					
The application requires preparation of checklists, diagrams, exhibits, and a comprehensive benefit cost analysis to be prepared by a Registered Engineer. TKE Engineering provided a proposal to complete the application requirements and engineering services for the HSIP Cycle 11 grant application.					
Fiscal Impact: A total not to exceed \$14,900 to assist with the preparation of a grant application to be funded by the transfer of funds from General Fund Reserves to the Engineering Budget.  Sylvia Miledi					
<b>Recommended Action</b> : Accept TKE Engineer's proposal for assistance with the preparation of an application for grant funding through Caltrans for the HSIP Cycle 11 and authorize the transfer of funds from reserves to the Engineering budget in FY 23 not to exceed \$14,900.					
Submitted By: Kathy Raasch, Projects Manager					
City Management Review: Date:					
Approved: Not Approved: Tabled: Other:					
Agenda Item:					



August 29, 2022

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

Subject:

Proposal to Provide Professional Engineering Services for the HSIP Cycle

11 Grant Application

#### Dear Ms. Torrance:

Thank you for the opportunity to submit a proposal to provide professional engineering services to assist the City of Needles (City) with the preparation of an application for grant funding through Caltrans for the Highway Safety Improvement Program (HSIP) Cycle 11. The City desires to retain a consultant to assist in completing the application engineer's checklist and HSIP Analyzer (i.e. benefit cost ratio calculation).

The City desires to include all project improvements identified in the Local Roadway Safety Plan (LRSP). More specifically, the project scope includes:

- High Collision Intersections
  - o Intersection 1: W. Broadway St. and J St.
  - o Intersection 2: W. Broadway St. and S L St.
  - o Intersection 3: W. Broadway St. and E St.
  - o Intersection 4: W. Broadway St. and Walnut St.
  - Intersection 5: N. K St. and Needles Hwy.
- High Collision Roadway Segments
  - o Roadway Segment 1: Needles Hwy. (from T St. to Race St.)
  - o Roadway Segment 2: National Old Trails Rd. (to Cactus Ct.)
  - Roadway Segment 3: San Clemente St. (from E. Broadway St. to Arizona Ave.)
  - o Roadway Segment 4: Lillyhill Dr. (from Casa Linda St. to Clary Dr.)

The HSIP Cycle 11 grant application is due to Caltrans by Monday, September 12, 2022. Based on meetings with City staff, TKE anticipates preparing preliminary layouts for each intersection and roadway segment, updating collision diagram, updating preliminary cost estimates, completing the benefit-cost analysis, and

assisting with the grant application. Our proposed scope of services is described in more detail below:

#### SCOPE OF SERVICES

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

#### Task 1. Meetings and Coordination

TKE will meet with the City weekly through the application period. In addition, TKE will coordinate information with he City via frequent email and phone communications throughout progress of the application.

#### Task 2. HSIP Application Preparation

#### A. Vicinity Map / Location Map

TKE will prepare a vicinity map that includes the City limits, major roadways, and highlight the location of the nine proposed HSIP project.

#### B. Project Layout Plan

TKE will prepare layout plans for each project area, using the LRSP preliminary conceptual plans as the basis of design. TKE will add the required information to the existing LRSP conceptual plans to meet HSIP guidelines. More specifically, TKE will add the rights of way and street centerline with dimensions, project and construction limits, and the "Influence Area" for each safety countermeasure. Additionally, we will add the sheet north arrow and graphic scale.

#### C. Project Cross Sections

Based on our review of the LRSP, none of the nine proposed HSIP project include roadway excavation, cut/fill slopes, and changes to lane widths. As such, this section is not required.

#### D. Countermeasure Selection

The LRSP has identified the proposed countermeasures for each project area. TKE will review all countermeasures to ensure they are reasonable and appropriate. TKE will make any necessary adjustments to said countermeasures, as required.

#### E. Crash Data

The LRSP has identified the past 5-years of crash data (i.e. number of crashes) for the City using the University of California, Berkeley Transportation Injury Mapping System (TIMS). TKE will assist the City with extracting the relevant crash data for inclusion in the HSIP application.

#### F. Collision Diagrams

The LRSP includes collision diagrams for each project area. TKE anticipates reusing and repackaging these diagrams for the HSIP application.

#### G. Collision List

The LRSP has identified the past 5-years of collision data (i.e. type and severity of each crash) for the City using TIMS. TKE will assist the City with extracting the relevant collision data for inclusion in the HSIP application.

## H. Detailed Engineer's Estimates (HSIP Analyzer Sections IV & V)

The LRSP includes cost estimates for each project area. TKE anticipates reviewing and updating the cost estimates for use in the HSIP application. Once complete, TKE will insert the required cost estimate information into the HSIP Analyzer for the benefit-cost analysis.

#### I. Benefit Calculation (HSIP Analyzer Sections III)

While the LRSP includes a benefit-cost analysis, it must be complete within the HSIP Analyzer for the application. As such, TKE will identify the relevant information in the LRSP, develop additional data (i.e. project schedule, roadway classifications, etc.) and complete the HSIP Analyzer. The results will be included in the grant application. TKE will provide special QA/QC to ensure all data in the application form matches the data in the HSIP Analyzer.

#### J. Warrant Studies

Based on our review of the LRSP, only Intersection 2: W. Broadway St. and S L St. will require a traffic warrant to justify the use of a new advanced warning flashing beacon. TKE's in-house traffic engineer will prepared the required traffic warrant for inclusion in the application.

#### K. Additional Narration and Documentation

TKE will assist the City with answering the narrative questions, documenting crash data, countermeasures, and costs, and review of the draft application prior to submittal.

**FEE**Our budget to provide the services described is as follows:

Description			A	<u> Amount</u>	
1.	Mee	tings and Coordination	\$	1,510	
2.	HSI	Application Preparation			
	A.	Vicinity Map	\$	665	
	B.	Project Layout Plan	\$	2,490	
	C.	Project Cross Sections	\$		
	D.	Countermeasure Selection	\$	983	
	E.	Crash Data	\$	988	
	F.	Collision Diagrams	\$	818	
	G.	Collision List	\$	1,153	
	Н.	Engineer's Estimates	\$	1,580	
	I.	Benefit Calculation	\$	2,490	
	J.	Warrant Studies	\$	1,230	
	K.	Additional Documentation	\$_	1,005	
Total:			<b>\$ 1</b>	<b>\$ 14,900</b>	

TKE's proposed project fee of \$14,900 for the above scope, which includes approximately 106 man-hours. We will invoice the City monthly on a time and materials basis in accordance with our rate schedule. Our invoice will not exceed the amount presented above without prior approval.

#### **SCHEDULE**

TKE will commit the required resources to complete the grant application by the September 12 deadline.

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

Sincerely,

Steven W. Ledbetter, P.E.

Vice President

TKE Engineering, Inc.

Attachments:

Fee Estimate and Rate Schedule

#### City of Needles HSIP Cycle 11 Grant Application Local Roadway Safety Plan Project

#### Fee Estimate

		Principal In Charge			Project Manager			Senior Engineer		Associate Engineer		Control of the second	sistant gineer	Town between the	utoCAD chnician		Clerical			Total			
5765530	Task	Hours		\$	Hours	Maria	<b>:5</b> ::::::::::	Hours		\$	Hours		<b>\$</b> 169000	Hours	***** <b>\$</b>	Hours	\$040551V	\$	Hours		\$		\$
1	Meetings and Coordination	2.0	\$	350	6.0	\$	990		\$	-		\$	-		\$ -		\$	-	2.0	\$	170	\$	1,510
2	HSIP Application Preparation		Π				·																
Α.	Vicinity Map		\$	-	1.0	\$	165		\$	-		\$	-		\$ -	4.0	\$	500		\$	-	\$	665
В.	Project Layout Plan		\$	-	2.0	\$	330		\$	-		\$	-	16.0	\$ 2,160		\$	-		\$	_	\$	2,490
c.	Project Cross Sections		\$	-		\$	_		\$	-		\$	-		\$ -		\$	-		\$	-	\$	-
D.	Countermeasure Selection		\$	-	2.0	\$	330		\$	-	4.5	\$	653		\$ -		\$	······································		\$	-	\$	983
E.	Crash Data		\$	-	1.0	\$	165		\$	-	4.5	\$	653		\$ -		\$	-	2.0	\$	170	\$	988
F.	Collision Diagrams		\$		1.0	\$	165		\$	_	4.5	\$	653		\$ -		\$	-		\$	-	\$	818
G.	Collision List		\$	-	2.0	\$	330		\$	-	4.5	\$	653		\$ -		\$	_	2.0	\$	170	\$	1,153
н.	Engineer's Estimates		\$	-	2.0	\$	330		\$	-		\$	-	8.0	\$ 1,080		\$	_	2.0	\$	170	\$	1,580
I.	Benefit Calculation		\$	-	2.0	\$	330		\$	-		\$	-	16.0	\$ 2,160		\$	_		\$	_	\$	2,490
j.	Warrant Studies		\$	-	1.0	\$	165	6.0	\$	930		\$	-	1.0	\$ 135		\$	-		\$	-	\$	1,230
K.	Additional Documentation	1.0	\$	175	4.0	\$	660		\$	-	<del> </del>	\$	-		\$ -		\$	-	2.0	\$	170	\$	1,005
	Total	s: 3.0	\$	525	24.0	\$	3,960	6.0	<u> </u>	930	18.0	\$	2,610	41.0	\$ 5,535	4.0	- \$	500	10,0	\$	850	\$	14,910

Rates: \$ 14,900

Principal In Charge	\$175 /HR
Project Manager	\$165 /HR
Senior Engineer	\$155 /HR
Associate Engineer	\$145 /HR
Assistant Engineer	\$135 /HR
AutoCAD Technician	\$125 /HR
Engineering Technician	\$ 90 /HR
Clerical	\$ 85 /HR

TKE Engineering, Inc.



	HOURLY RATE
Principal in Charge. Project Manager/Construction Manager/Licensed Surveyor. Senior Engineer/Project Engineer (PE)/Senior Plan Checker. Assistant Project Manager/Associate Engineer Assistant Engineer/Plan Checker/Designer. AutoCAD Technician. Engineering Technician. Clerical Forensic Engineering Expert Witness Testimony	\$175.00 \$165.00 \$155.00 \$145.00 \$135.00 \$125.00 \$ 90.00 \$ 85.00 \$250.00 \$350.00
SURVEYING SERVICES	
2-Man Survey Crew (Prevailing Wage)	\$240.00
CONSTRUCTION SERVICES	
Senior Construction Inspector (Prevailing Wage)	\$120.00 \$110.00
REIMBURSABLE COSTS	
In-house Reproduction	Cost Cost + 10% Cost + 10% Cost + 10%



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

☐ CITY COUNCIL ☐ Board of Public Utilities ☐ Regular ☐ Special
Meeting Date: October 11, 2022
<b>Title:</b> Accept a portion of the bid from Pacific Tide Construction, Inc. in the amount of \$128,650.61 to perform the Purchase and Installation of Shade Structures Over Spectator Seating at Franz Flowers, Nikki Bunch and Duke Watkins Ball Parks project.
<b>Background</b> : On Feb. 16, 2022, the City accepted a grant from the California Department of Parks and Recreation, 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Grant in the amount of \$3,965,400 for the Duke Watkins Park Improvements which has a broad scope of work including the installation of new shade structures at the Pete Rodriquez II Memorial Filed.
Upon consideration of providing shade structures at the Duke Watkins Park, the Needles Unified School District voiced an interest in participating in a joint project with the City to include shade structures at Franz Flowers Ball Park and Nikki Bunch Ball Park.
In an effort to obtain competitive bids, the City bundled a project of 7 Structures to let out to bid. The project consisted of 2 Structures at Franz Flowers, 3 structures at Nikki Bunch and 2 structures at the Pete Rodriquez III Memorial Field (Duke Watkins Park).
On Sept. 14, 2022, the Purchase and Installation of Shade Structures Over Spectator Seating at Franz Flowers, Nikki Bunch and Duke Watkins Ball Parks project was placed out to bid with a bic opening date of September 28, 2022. The City received Five (5) bids for the project with the three lowest bids as follows:
Pacific Tide Construction, Inc. \$174,605.31 Three Peaks Corporation \$225,047.00 Ortco, Inc. \$229,967.00
After evaluating the bids and available funding for the School District portion, it was determined to reduce the project scope to the purchase and installation of structures at Nikki Bunch and Duke Watkins fields.
Fiscal Impact:  A total not to exceed \$51,529.48 for the of Shade Structures at Duke Watkins Ball Parks is to be funded by the California Department of Parks and Recreation, 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Grant with interimfunding to be from General Fund Reserves. A total not to exceed \$77,121.13 for the of Shade Structures at Nikki Bunch will be reimbursed by the Needles Unified School District by execution of a Cooperative Funding Agreement.  Sylvia Miledi

**Recommended Action**: Accept a portion of the bid from Pacific Tide Construction, Inc. in the amount of \$128,650.61 to complete the Purchase and Installation of Shade Structures Over Spectator Seating for Nikki Bunch and Duke Watkins Ball Parks project and authorize staff to



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

execute a Cooperative Funding Agreement with the Needles Unified School District in the amount of \$77,121.13 for reimbursement of 3 structures to be installed at Nikki Bunch ball field.

Submitted By:	Kathy Raasch, Proj	ects Manager	1 A
City Managemen	t Review:	CC_	Date: 10422
Approved:	Not Approved:	Tabled:	Other:
		Age	enda Item:

## City of Needles SEALED BID OPENING

Purchase & Installation of Shade Structures Over Spectator

PROJECT NAME: Seating at Franz Flowers, Nikki Bunch & Duke Watkins	Ball	Parl	(S	DA	TE	09/28/2022
BIDDER	MOITAGAIORG	ADDENDUMS	BID ROND	DIR	CERTIFICATES	TOTAL BID
1 Pacific Play Systems	V	1	~	/		377,687
тота	L					\$ 0.00
2 Pacific Tide Construction		1	-	V		174,605.31
ТОТА	L					\$ 0.00
3 Three Peaks Corp	V	<b>V</b>	V	~		əə5 <sub>1</sub> 047
ТОТА				ļ		\$ 0.00
4 USA Shade & Fabric Structures	V	V	~	~		242 106634
(shade Structures, Inc.)						
TOTA	1	-				\$ 0.00

Last Updated: 7/12/2022 9:59:12 AM

## City of Needles SEALED BID OPENING

		_	DA	TE	99/28/2022
DECLARATION	ADDENDUMS	BID BOND	DIR	CERTIFICATES	TOTAL BID
	٧		•		229, 907
					\$ 0.00
No.					
					Recorded by: Kathy Baasch
			DECLARATION  ADDENDUMS  BID BOND	DECLARATION  A ADDENDUMS  SID BOND  O DIR	



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

☐ CITY COUNCIL ☐ NPUA	☐ Regular ☐ Special
Meeting Date: October 11, 2022	
Title: Golf Course Annual Seed Purchase	
<b>Background:</b> Budget for the annual seed purchase for \$75,000. Seed purchase is well under budget to account for keep golf course green during the winter months.	
Fiscal Impact: Move to approve the budgeted line item	for Annual Seed Purchase
<b>Recommendation:</b> Move to approve the Annual Seed Pur Horticulture Las Vegas in the amount of \$22,412.00	chase from Simplot Turf &
Submitted By: JJ DeLeon, Rivers Edge Golf Course	Director of Golf
City Management Review:	Date: 6 5 22
Approved: Tabled: Tabled:	Other:
	Agenda Item: 20

Simplot Turf & Horticulture Las Vegas

3555 W Reno Ave Suite K Las Vegas NV 89118

(702) 649-1551 Fax: (702) 649-9273

Bill To:

CITY OF NEEDLES

**ACCOUNTS PAYABLE** 

817 THIRD ST

NEEDLES, CA 92363

Ship To:

CITY OF NEEDLES

**ACCOUNTS PAYABLE** 

817 THIRD ST

NEEDLES, CA 92363

Shipping Via.

Invoice

210038167

Invoice Date

**Due Date** 

09/25/2022 Net 30days 25th prox

**Customer ID** 

97159

09/02/2022

Salesperson

JironD

Shipping Loc.

1416

Quantity	/	Description			Un	tŀ	rice	Total \$	
		VIP SUPREME [50LB] POA TRIVIALIS VNS [50LB]	•	٠			/Lbs /Lbs	9,800.00 11,000.00	

Total Invoice Weight = 6000.000 Lbs

Sub Total

20,800.00

Sales Tax

1,612.00

**Amount Due** 22,412.00

(+Denotes taxable items)

Remit To: Simplot Turf & Horticulture

PO Box 841136

Los Angeles CA 90084-1136 Phone #: (702) 649-1551

Invoice

210038167



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

☐ CITY COUN	ICIL   Board of Public Utilities	⊠ Regular ☐ Special

Meeting Date: October 11, 2022

**Title:** Authorize a one-time transfer of \$200,000 into the General Fund Road Infrastructure account and allocate \$4,400 to the Women's Club of Needles to be funded by the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation

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

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

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

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

Staff is recommending a one-time transfer of \$200,000 from the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation to put into the City's Road infrastructure account to support building and maintenance.

In addition, the Women's Club has received \$4,400 as a local non-profit organization that was impacted by COVID-19 and needed assistance with HVAC unit repairs. The Women's Club was shut down for two years and unable to hold funding events to raise monies.

150



## City of Needles, California Request for Council Action

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

- 1) \$127,362 Loss Transient Occupancy Tax
- 2) \$17,042 Loss sales tax
- 3) \$2,500 Legacy Foundation
- 4) \$2,500 San Bernardino County Sheriff's Dept. Non-Profit
- 5) \$7,302.25 City of Needles, COVID supplies & materials, not reimbursed by FEMA
- 6) \$8,708.99 City of Needles, COVID supplies & materials, not reimbursed by FEMA
- 7) \$4,400 Women's Club of Needles (if approved)
- 8) \$9,000 Local Agency Technical Assistance (LATA) Broadband Grant writing (if approved)

to L. Kin spinson V.								
The SLFRF has a balance of \$416,366 available for use. If approved the remaining balance for the City to utilize will be \$216,366.  Sylvia Miledi								
<b>Recommended Action</b> : Authorize a one-time transfer of \$200,000 into the General Fund Road Infrastructure account and allocate \$4,400 to the Women's Club of Needles to be funded by the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation								
Submitted By: Rainie Torrance, Assistant Utility Manager								
City Management Review: Date: 05/22								
Approved: Tabled: Other:								
Agenda Item:								



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

□ CITY	COUNCIL   NPUA		⊠ Regular □ S	pecial
Meeting Date:	October 11, 2022			
Title:	City Council Resolution No. Approving an Amendment to County of San Bernardino fo Avenue	the Use Permit bety		
	On February 12, 2013, the Cand County of San Bernardir Bernardino County Sheriff's	no for the city-owned	property located a	it 1111 Bailey
with their interest to Sheriff's Departmer County Board of Su	ity was notified by the San Book expand the area that is current and complete tenant impropervisors. The current Use Particonner safety personnel.	ently occupied by the vements with funds a	San Bernardino Copproved by the Sa	County an Bernardino
amendment to the e captains office, lieut	ated with the County's Real existing Use Permit which wo enants' office, multipurpose upply and storage rooms, and	uld allow for an expa room, lactation/bunk	nsion to include a room, administrati	locker room, ve office,
<ul> <li>The "Use Perexpand 2,04!</li> <li>The "Use Area and related be and related be A rent of \$4,0</li> <li>Possible intermodeling</li> </ul>	are presented in the amendarmit" will allow for the Colorad 5 square feet to a "Use Area" ea" shall only be used for the susiness/administrative office be extended three (3) years 052.00 monthly or a total con int to purchase would be revieurchases the Use Permit wou	do River Station of the that will total 3,684 seconds. Colorado River Stations (February 11, 2014 teract amount of \$145 sewed and approved to the total services of the total services and services to the total services and services are services and serv	square feet. on of the Sheriff/C hrough October 24 ,872.	oroner office 4, 2025)
to be responsible fo	3,624 in annual rent or total or the utility services including ly to the extent 5% to offset t	water, sewer, trash,	and electricity (city used by us in the 0	y share the
Resolution No. 201	tion: Approve City Council 3-5 Amending the Use Pern ity-owned property located a	Resolution No. 2022 nit between the City	-62 Approving an of Needles and 0	
Submitted By:	Patrick Martinez, Assistant	City Manager/Devel	opment Services	
City Management F		Date:	10/4/22	
Approved:	Not Approved: T	abled: O	ther:	
		10	Agenda Item:	22

#### **RESOLUTION 2022-62**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN AMENDMENT TO THE USE PERMIT BETWEEN THE CITY OF NEEDLES AND COUNTY OF SAN BERNARDINO FOR THE CITY-OWNED PROPERTY LOCATED AT 1111 BAILEY AVENUE

WHEREAS, on February 12, 2013, the City Council approved Resolution No. 2013-5 which formalized a month-to-month Use Permit between the City of Needles and County of San Bernardino for a portion of the city-owned property located at 1111 Bailey Avenue; and

WHEREAS, on October 28, 2021, the San Bernardino County's Real Estate Services Department contacted the City with interest to expand the area that is currently occupied by the San Bernardino County Sheriff's Department utilizing funds that have been approved by the San Bernardino County Board of Supervisors to complete tenant improvements; and

**WHEREAS**, the current Use Permit allows for a workout room and sleeping rooms to be used by sheriff/coroner safety personnel; and

**WHEREAS**, specific terms of the amendment to the Use Permit between the City and County are identified on Exhibit "A", attached.

**NOW, THEREFORE, BE IT RESOLVED** by the CITY COUNCIL of the City of Needles, California, hereby approves the amendment to the San Bernardino County Use Permit with the San Bernardino County Real Estate Services Department for a portion of the City-owned property located at 1111 Bailey Avenue as identified on Exhibit "A", attached.

**SECTION 1.** The CITY COUNCIL HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2022-62**.

<u>SECTION 2.</u> The CITY COUNCIL HEREBY APPROVES Resolution **2022-62**, Approving an Amendment to the Use Permit between the City of Needles and County of San Bernardino for a portion of the City-owned property located at 1111 Bailey Avenue.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 11<sup>th</sup> day of October 2022, by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:		
		Mayor
(Seal)	Attest:	
•		City Clerk
Approved as to form:		
	City Attorne	у





#### **Contract Number**

14-47 A-1

**SAP Number** 

## **Real Estate Services Department**

Terry W. Thompson, Director **Department Contract Representative** (909) 387-5000 **Telephone Number** City of Needles Contractor Rick Daniels- City Manager **Contractor Representative** (760) 408-4250 **Telephone Number** Three years commencing October **Contract Term** 25, 2022 through October 24, 2025 \$0.00 **Original Contract Amount** \$145,872.00 **Amendment Amount** \$145,872.00 **Total Contract Amount** 4430001000 Cost Center 33003047 GRC/PROJ/JOB No.

Briefly describe the general nature of the contract: This Use Permit amendment is for three years for the period of October 25, 2022 through October 24<sup>th</sup>, 2025, to correct the size of the existing use area located at 1111 Bailey Avenue, Building C Needles, California, from 2,031 square feet to 1,639 square feet, expand the existing use area by 2,045 square feet for a total of 3,684 square feet, convert the month-tomonth term to a three-year fixed term, adjust the rental rate schedule from a no-fee to a monthly rental amount and expand maintenance obligation to be performed by the County. The County will pay the City of Needles monthly rent in the amount of \$4,052 during the term of the Use Permit.

FOR DISTRICT USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Please see signature page.  Agnes Cheng, Deputy County Counsel	_	Lyle Ballard, Real Property Manager, RESD
Date	Date	Date

Internal Order No.

#### FIRST AMENDMENT TO USE PERMIT

This First Amendment ("First Amendment") to the Use Permit ("Use Permit") is entered into between the City of Needles ("City") and San Bernardino County ("County") effective as of the 25th day of October, 2022 ("First Amendment Effective Date").

<u>USE PERMIT:</u> The City and the County entered into that certain Use Permit dated February 11, 2014 allowing the County to use a certain portion of the City owned building known as Building "C" ("Building") located at 1111 Bailey Avenue ("Property") in the City of Needles, as more specifically described in the Use Permit. The parties now desire to correct the square footage of use area and clarify the permitted use, as more specifically set for the in this First Amendment.

**FIRST AMENDMENT:** The City and the County agree to amend the Use Permit as follows:

- A. SECTION 1 OF THE USE PERMIT AND EXHIBIT "A" ARE DELETED IN ITS ENTIRETY AND SECTION 1 IS AMENDED TO READ AS FOLLOWS AND EXHIBIT "A" IS AMENDED AS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.
- "1. <u>PARTIES:</u> The City of Needles, hereinafter referred to as CITY, hereby permits San Bernardino County, whose address is 385 N. Arrowhead Avenue, San Bernardino, California, 92415-0180, hereinafter referred to as COUNTY, to use a portion of the CITY-owned building located at 1111 Bailey Avenue, Building "C" in the City of Needles ("Property"), comprising approximately 3,684 square feet of office space ("Use Area") as the Use Area is more particularly shown on Exhibit "A" attached hereto and made a part hereof by this reference."
  - B. SECTION 2 OF THE USE PERMIT IS DELETED IN ITS ENTIRETY AND AMENDED TO READ AS FOLLOWS:
- **2.** <u>USE.</u> The County may use the Use Area for the following purposes: The Colorado River Station of the Sherriff/Coroner office, related business/administrative offices and any other activities related to the conduct of Sheriff/Coroner business. No other uses are permissible.
  - C. SECTION 3 OF THE USE PERMIT IS DELETED IN ITS ENTIRETY AND AMENDED TO READ AS FOLLOWS:
- <u>3. TERM:</u> This Use Permit is entered into for a term of three (3) years commencing on the Effective Date and expiring on midnight of the anniversary of the Effective Date unless earlier terminated in accordance with the terms of this Use Permit.

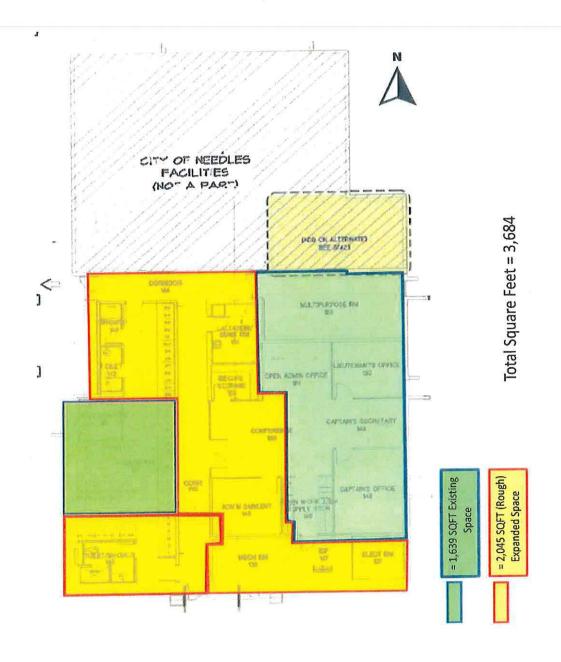
- D. SECTION 4 OF THE USE PERMIT IS DELETED IN ITS ENTIRETY AND AMENDED TO READ AS FOLLOWS:
- 4. <u>RENT AND MAINTENANCE</u>: Commencing the Effective Date, County shall pay rent in the sum of one dollar and ten cents per square foot which is agreed to be the sum of \$4,052.00 which is payable to the City on or before the first day of each month in advance. Any partial month's rent shall be prorated based on a thirty day month. County shall regularly maintain the heating and ventilating system servicing said Building. Such maintenance shall include, but not be limited to, filters, electrical or mechanical repairs, and Freon gas replacement due to leaks. COUNTY shall provide any unit replacement including, but not limited to, condenser coils, motors and full unit replacement. Except for any obligations of City, County shall maintain and repair the Use Area at all times in as good a condition as existed on the initial commencement date of this Use Permit, including the plumbing, electrical, mechanical, windows, interior walls improvements and furnishings that are part of the Use Area, ordinary wear and tear excluded.
  - E. SECTION 11.A OF THE USE PERMIT IS STRICKEN AND OF NO FURTHER FORCE OR EFFECT.
  - F. A NEW SECTION 25 IS HEREBY ADDED AS FOLLOWS:
- "25. <u>ALTERATIONS</u>. County may make such structural and non-structural alterations, improvements, and additions to the Use Area (the "Subsequent Improvements"), provided that it first obtains City's written consent which consent may be given or withheld in the sole and absolute discretion of the City. Before commencing any alterations, additions, or improvements, County shall notify City in writing at least ten (10) days prior to the expected commencement and completion dates of the work. County shall not permit any mechanics' or materialmen's liens to be levied against the Use Area or stop notices to be filed for any labor or material furnished to County or to its agents, employees, or contractors; provided, however, that County shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as County, in good faith and at its own expense, contests the same or the validity thereof by appropriate proceedings and posts a bond or takes other steps reasonably acceptable to City that remove such lien or stay enforcement thereof within thirty (30) days after County obtains knowledge of or receives notice from City of the existence of such liens. County shall require its contractors and subcontractors who make improvements to the Use to maintain liability and workers compensation insurance in amounts required of other public works contractors and provide proof of the same to City showing City named as Additional Insured."
  - G. A NEW SECTION 26 IS HEREBY ADDED TO READ AS FOLLOWS:
- **"26.** <u>POSSIBLE INTREST TO PURCHASE.</u> In the event the County wishes to make an offer to City to purchase the Property (without any obligation to do so), the City will review any such offer and shall have the right to negotiate, counter, accept or reject the same in its sole and absolute discretion. For the sake of clarity this section indicates the possible interest of the parties only and does and shall not create any legal obligation

on the part of either City or County. City and County understand and agree that it would not be reasonable to rely on this Section 26 in any manner whatsoever. Only in the event that the City and County both approve and execute a mutually acceptable real estate purchase and sale agreement would a legally binding agreement in this regard be formed. In the event that County purchases the real property, this Agreement shall automatically terminate and be of no further force or effect.

Except as specifically amended by this First Amendment, the Use Permit shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth below.

City of Needles, a California Charter City	San Bernardino County
ByRick Daniels, City Manager	By Name: _ Curt Hagman/ Title: Chairman of the Board of Supervisors  ATTEST:
City of Needles, a California Charter City	San Bernardino County
By	ByCounty Clerk
Date:	Date:
APPROVED TO FORM:	APPROVED TO FORM:
SLOVAK BARON & EMPEY, LLP	TOM BUNTON, County Counsel San Bernardino County
John O. Pinkney, Esq. City Attorney	ByAgnes Cheng, Deputy County Counsel
	Date: 9/26/2022





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

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Meeting Date: Februa	ry 12, 2013			
	of Needles and Cour		on, a month-to-month Use no for the City-owned property	
had control and possession a settlement agreement recental agreement back in county's use of this city-or room with equipment supports and county's the settlement supports and county's su	on of the "old city ha elating to booking fe September 2009, th wned property. The plied by the sheriff/o	all" since December ees. Since the term here has been no for a attached Use Agre coroner and for slee	the sheriff's department, has 2000 when the city entered into ination of the month-to-month rmal document outlining the ement allows for a workout ping rooms to be used by ermination by either party.	)
damage done to the ceilir	ig in the front office City Council approva	area, and hydraulic al of this Use Permit	removed and not replaced, door closers that have been is conditioned upon the county ch 13, 2013).	/
The Use Agreement has l	peen reviewed and a	approved by City At	torney John Pinkney.	
services including water,	sewer, trash and ele	ectric with the city sl	ill be responsible for utility naring the cost of electricity only he city council chambers).	<b>,</b>
Environmental Impact:	N/A			
Recommended Action:	approving, with the City of Need	condition, a month-	adopt Resolution No. 2013-5 to-month Use Permit between San Bernardino for the City- iley Avenue.	
Submitted By:	Cheryl Sallis			
Approved: Not	Approved:	Tabled:	Other:	
			Agenda Item:	_

#### RESOLUTION NO. 2013-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING, WITH CONDITION, A MONTH-TO-MONTH USE PERMIT BETWEEN THE CITY OF NEEDLES AND COUNTY OF SAN BERNARDINO FOR THE CITY-OWNED PROPERTY LOCATED AT 1111 BAILEY AVENUE

WHEREAS, in December 2000, the City of Needles and County of San Bernardino entered into a Settlement Agreement relating to Criminal Justice Administrative Fees ("booking fees") whereby the County leased from the City, rent free for seven years, 4,800 square feet of the building at the Needles Civic Center located at 1111 Bailey Avenue; and

WHEREAS, as of December 2007, the City had met its obligation under the terms of the Settlement Agreement; and

WHEREAS, the County's Real Estate Services Department requested to continue lease of the building and since the City's obligations terminated under the Settlement Agreement in December 2007 and the County had continued possession and control of the property since that time, the City Council agreed with a month-to-month rental agreement retroactive to May 1, 2008; and

WHEREAS, the County's Real Estate Services Department gave a sixty day notice of termination of the lease on July 20, 2009, thereby terminating as of September 29, 2009; and

WHEREAS, the County of San Bernardino through the San Bernardino County Sheriff's Department has continued to occupy and use the property on a continuous and uninterrupted basis since December 2000; and

WHEREAS, City and County desire to formalize the county's continued use of the cityowned property and have prepared a Use Permit for City Council consideration.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Month-to-Month Use Permit between the City of Needles and County of San Bernardino for the City-owned property located at 1111 Bailey Avenue, subject to the following condition:

1) Approval of the Use Permit shall be conditioned upon and not become effective until the City-owned property is restored to its original condition, including but not limited to replacement of all missing/damaged ceiling tiles with like-kind and hydraulic door closers throughout the premises, said restoration to be within thirty (30) days to the satisfaction of the city manager or his designee. Further County shall ensure that all City-owned property within the premises, including but not limited to those mentioned herein, shall remain on-site hereafter and the property as a whole shall be maintained in good condition and repair as per the terms of the Use Permit.

#### RESOLUTION NO. 2013-5 (Page Two)

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to sign said Month-to-Month Use Permit for and on behalf of the City of Needles once the above condition has been met.

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

AYES:

COUNCILMEMBERS KIDD, FRAZIER, CAMPBELL, DARCY AND GUDMUNDSON

NOES:

NONE

ABSENT:

COUNCILMEMBER LOPEZ

ABSTAIN:

NONE

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



## **CITY OF NEEDLES**

817 Third Street (760) 326-2113

Needles, California 92363
• FAX (760) 326-6765

Mayor Edward Paget, M.D.
Vice Mayor Terry Campbell
Councilmember Tony Frazier
Councilmember Jim Lopez
Councilmember Shawn Gudmundson
Councilmember Linda J, Kidd
Councilmember Tom Darcy
City Manager David G. Brownlee

### CERTIFICATION

I, Dale Jones, City Clerk of the City of Needles, California, do hereby certify that the foregoing is a true and correct copy of Resolution Number 2013-5

Dale Jones, CMC City Clerk

(SEAL)

Date:

February 14, 2013

## REAL ESTATE SERVICES DEPARTMENT

385 North Arrowhead Avenue, Third Floor • San Bernardino, CA 92415-0180 (909) 387-5252 • Fax (909) 387-5353



COUNTY OF SAN BERNARDING

David H. Slaughter Director

February 27, 2014

City of Needles 817 Third Street Needles, CA. 92363

Attn:

Cheryl K. Sallis

ich Benk

Re: Needles-Sheriff-1111 Bailey Ave. Bldg. C

Use Permit Agreement No. 14-47

Enclosed is an approved copy of the Use Permit agreement on the above-referenced property for your file.

Thank you for your cooperation in negotiating this Use Permit agreement. If you have any questions, please call me at (909) 387-5118.

Sincerely,

Keith Burke

Real Property Agent

KB:mv

Enclosure

SL-02

FOR COUNTY USE ONLY

## ORIGINAL



County of San Bernardino

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**CONTRACT TRANSMITTAL** 

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CONTRA	CTOR <u>City of Needles</u>			
Federal I	D No. or Social Security No.	95-6000750		
Contracto	or's Representative Cheryl K	. Sallis		
Address	817 Third Street, Needles	s, CA. 92363	Phone	(760) 326-2113 Ext. 3

Nature of Contract:

This Use Permit is for the use of a total of 2,031 square feet of office space located within the City-owned building located at 1111 Bailey Ave. Building "C" for use as a County of San Bernardino Sheriffs Department employee workout room (1,570 square feet) and sleeping rooms (461 square feet). The term of this Use Permit is a month-to-month occupancy. There is no fee for this use.

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
		1/10 -1/1/2
► PLEASE SEE SIGNATURE PAGE	<b>&gt;</b>	- Willed XI. / Mushing
County Counsel		David H. Slaughter Director, Real Fatele Septices Dept
·		0/10/
Date	Date	Date 8/12/13

Auditor/Controller-F	Recorder Use Only
☐ Contract Databa	ase GFAS
Input Date	Keyed By

#### **USE PERMIT**

- 1. <u>PARTIES</u>: The City of Needles, hereinafter referred to as CITY, hereby permits the County of San Bernardino, whose address is 385 N. Arrowhead Avenue, San Bernardino, California, 92415-0180, hereinafter referred to as COUNTY, to use a portion of the CITY-owned building located at 1111 Bailey Avenue, Building "C" in the City of Needles ("Use Area") as shown on Exhibit "A" attached hereto.
- 2. <u>USE:</u> COUNTY may use the Use Area for only the following purposes: As a workout room with equipment supplied by the Sheriff/Coroner for use by Sheriff/Coroner personnel assigned to the Colorado River Station and as sleeping rooms to be used by Sheriff/Coroner safety personnel only. COUNTY must not use the Use Area for any other purpose.

COUNTY acknowledges that the workout room and equipment are also used by other individuals in addition to Sheriff/Coroner personnel assigned to the Colorado River Station, such use being with COUNTY'S permission and authorization ("COUNTY'S guests"), and COUNTY hereby agrees that any loss, damage, and/or injury to any property or person of COUNTY or COUNTY'S guests shall be at the sole cost, expense, and responsibility of COUNTY.

COUNTY further acknowledges that CITY officials and personnel currently have, and will continue to have, unrestricted access to the Use Area for the conduct of CITY business including, but not limited to, access to the vault located within the Use Area and conference room.

- 3. <u>TERM:</u> COUNTY is in possession and control of the Use Area at the present time and has been so since December 12, 2000 pursuant to a Booking Fee Settlement Agreement dated December 12, 2000. The object of this Use Permit is to provide and formalize continuing rights of COUNTY with respect to the Use Area. Acknowledging COUNTY'S continued use, this Use Permit is entered into on a month-to-month basis until terminated by either party as provided herein.
- 4. <u>CONDITIONS</u>: There is no fee for this use. However, as a condition to COUNTY's permission for and access to the Use Area, COUNTY shall regularly maintain the CITY-owned heating and ventilating system servicing said building. Such maintenance shall include, but not be limited to, filters, electrical or mechanical repairs, and Freon replacement due to leaks. CITY shall provide any unit replacement including, but not limited to, condenser coils, motors and full unit replacement. However, if CITY, at its sole discretion, determines that replacement costs for the system is not desirable, economical or practicable, then CITY may terminate this lease as provided herein.
- 5. <u>UTILITIES:</u> COUNTY shall apply for and obtain utility services including water, sewer, trash, and electric for the entire CITY-owned property of which the Use Area is a part. Billing for such utility services shall be placed in the name of and billed to COUNTY. To offset the limited electricity used by CITY in the City Council Chambers, CITY shall share in the cost of electricity to the extent of five percent (5%) of the billed amount for such electric service. CITY, as owner of the electric utility system, shall credit on the COUNTY'S monthly bill five percent (5%) of the cost of actual electric usage. CITY shall not be responsible for late charges, restoration charges or any charges other than actual electrical usage for these premises only.

#### 6. INSURANCE AND INDEMNIFICATION:

- A. The COUNTY agrees to defend, indemnify and hold CITY and, its officers, elected and appointed officials, employees, agents and volunteers harmless from any and all claims (whether valid or not), damages, liabilities, and causes of action for injury to persons and damage to property or in any way arising out of COUNTY'S use of the Use Area, including, but not limited to, any negligent act or omission of the COUNTY, its officers, employees, agents or volunteers.
- B. The CITY agrees to indemnify and hold harmless the COUNTY, and its officers, employees, agents and volunteers from any and all claims (whether valid or not), damages, liabilities, and causes of action for injury to persons and damage to property arising out of the sole negligence of the CITY, its officers, employees, agents, or volunteers in connection with this Use Permit.
- C. In the event the CITY and/or the COUNTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Use Permit, the CITY and/or COUNTY shall indemnify the other to the extent of its comparative fault.
- D. Furthermore, if the CITY or COUNTY attempts to seek recovery from the other party for Workers Compensation benefits paid to an employee, the CITY and COUNTY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- E. The COUNTY's indemnification obligation shall survive this Use Permit for twenty five (25) months after this Permit terminates.
- F. CITY and COUNTY are self-insured public entities for purposes of professional liability, general liability and workers' compensation.

The insurance provisions in this paragraph shall not be interpreted in a manner that limits the indemnification obligation.

- 7. <u>DAMAGE PROVISIONS</u>: COUNTY must repair any portion of the Use Area and/or Use Area improvements damaged by COUNTY, its employees, agents or invitees.
- 8. **RETURN OF PREMISES:** COUNTY agrees that it will, upon any termination of this Use Agreement, return the premises in good condition and repair, reasonable wear and tear excepted.
- 9. <u>ATTORNEY'S FEES AND COSTS:</u> If any legal action is instituted to enforce, interpret, or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph will not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable to the CITY or COUNTY under Paragraph 6, <u>INSURANCE AND INDEMNIFICATION</u> and Paragraph 17, <u>RELEASE OF INFORMATION</u>.

10. **CONDUCT OF EMPLOYEES:** COUNTY is responsible for the conduct of its employees, volunteers, agents, members and invitees in the Use Area and the entire property of which the Use Area is part, provided the presence of such persons on the Use Area or the entire property of which the Use Area is part is related to COUNTY's use of the Use Area under this Permit.

#### 11. **TERMINATION:**

- A. The CITY or the COUNTY shall have the right to terminate this Use Permit at any time whenever either party, in its sole discretion, determines it would be in its best interests to terminate this Use Permit. Either party shall give the other party notice of any termination pursuant to this paragraph at least thirty (30) days prior to the date of termination. The COUNTY'S Director of the Real Estate Services Department (RESD) is authorized to deliver notice of such termination on behalf of the COUNTY.
- B. <u>Suspension:</u> COUNTY agrees that CITY may immediately suspend and/or terminate this Use Permit, and further, COUNTY agrees to immediately cease operations if COUNTY fails to meet the insurance or permits/licenses requirement, as stated herein.
- 12. <u>DESIGNATION:</u> The COUNTY'S Real Estate Services Department is designated to administer and enforce this Use Permit. Further, the Director of Real Estate Services is authorized to exercise all provisions of this Use Permit on behalf of COUNTY, including but not limited to termination for default provisions.
- 13. <u>PERMITS AND LICENSES:</u> COUNTY employees, agents, and contractors must conform to and abide by all rules and regulations relating to the activities herein authorized and is subject at all times to applicable rules, regulations, resolutions, laws, ordinances, and statutes of the City of Needles, County of San Bernardino, State of California, the federal government, and all other governmental agencies having jurisdiction over the use and the Use Area. Where permits are required for such operations, the same must first be had and obtained from the regulating body having jurisdiction thereof, before such operation is undertaken.
- 14. **NO INTEREST OR ESTATE:** COUNTY agrees that it does not have and will not claim at any time any ownership interest or estate of any kind or extent whatsoever in the Use Area and the entire property of which the Use Area is part, by virtue of this license or its occupancy or use hereunder.
- 15. **POSSESSORY INTEREST:** COUNTY recognizes and understands that this Use Permit may create a possessory interest subject to property taxation and that COUNTY may be subject to payment of property taxes levied on such interest.
- 16. <u>ASSIGNMENT AND TRANSFER:</u> COUNTY is not allowed to assign or transfer this Use Permit to any other person, group or organization.
- 17. <u>RELEASE OF INFORMATION</u>: Any information or other materials submitted by COUNTY in connection with this Use Permit are for the exclusive use of the CITY, but are subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. In the event a request for disclosure of any part or all of any information or

other material is made to the CITY, the CITY will make good faith efforts to notify the COUNTY of the request and will thereafter disclose the requested information unless the COUNTY requests nondisclosure and agrees to indemnify, defend with counsel approved by CITY, and hold the CITY harmless in any/all actions brought to require disclosure. The COUNTY waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event CITY fails to notify COUNTY of any such disclosure request and/or releases any information received from the COUNTY.

18. JURY TRIAL WAIVER: To the extent allowed by law, COUNTY and CITY hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either COUNTY against CITY or CITY against COUNTY on any matter whatsoever arising out of, or in any way connected with, this Use Permit, the relationship of COUNTY and CITY in connection with this Use Permit, COUNTY's use or occupancy of the Use Area and the entire property of which the Use Area is part, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect related to this Use Permit and COUNTY's use of the Use Area.

#### 19. **FORMER COUNTY OFFICIALS:**

- a. CITY agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent CITY. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the municipality. The information also includes the employment with or representation of CITY. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Officials.)
- 20. <u>DISCLAIMER OF LIABILITY:</u> CITY is not liable at any time for loss, damages, or injury to the person or property of any person, occasioned by or arising out of any act of COUNTY (including its officers, officials, employees, agents, volunteers, invitees and contractors) regarding the use of the Use Area by the COUNTY (including it officers, officials, employees, agents, volunteers, invitees and contractors) nor shall CITY have any premises liability for the condition of said Use Area or any part thereof during the terms of this Use Permit as the condition of the Use Area shall be under COUNTY control during the term hereof.
- 21. <u>SECURITY:</u> COUNTY understands and agrees that the CITY is not required to provide, nor shall CITY provide any security for the personal property and/or the person of COUNTY or anyone using the Use Area. Any loss, damage and/or injury to any property or person of COUNTY or COUNTY's guests shall be at the sole cost, expense, and responsibility of COUNTY.
- 22. <u>NOTICES:</u> The COUNTY shall designate an on-site coordinator for contact purposes and shall notify the CITY, in writing, of the name, address, and telephone number of

said on-site coordinator. All notices required by this Permit shall be in writing and delivered as follows, in person or by first class mail, postage pre-paid to the addresses stated herein with copies to the COUNTY's on-site coordinator.

COUNTY address:

County of San Bernardino

Real Estate Services Department 385 North Arrowhead Avenue San Bernardino, Ca. 92415-0180

CITY's address

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

- 23. <u>AUTHORIZED SIGNATORS:</u> Both parties to this Use Permit represent that the signators executing this document are fully authorized to enter into this Permit.
- 24. **ENTIRE AGREEMENT:** This Permit constitutes the entire agreement between the parties with respect to the Use Area. No modifications or waiver will be binding unless made in writing and signed by both parties.

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The Undersigned agree to the above terms and conditions

COUNTY OF SAN BERNARDINO	CITY OF NEEDLES
Janice Ruth ford Chair, Board of Supervisors	By: John F. Paget, M.B., Mayor
Date: FEB 1 1 2014	Date: <u>February</u> 12, 2013
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  LAURA H. WELCH, Clerk of the Board of Supervisors  By:  Debuty  Debuty  Date:  FESS  PROCEED  TO THE  Debuty  Debuty  Debuty	Approved as to Form:  John Pinkney, City Attorney
Approved as to Legal Form:	
JEAN RENE BASLE, County Counsel San Bernardino County, California  By: Alan Green, Deputy County Counsel	
12/6/12	

