



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

A G E N D A

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

AUTHORIZED BY AB 361

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

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

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

If asked, enter the following: Meeting ID: 494 222 032#
OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 494 222 032#
The meetings are being recorded.

THE PUBLIC MAY ATTEND – MASKS ARE ENCOURAGED AND DESIGNATED SEATING

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) 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);
- b) COUNCIL: Conference with real property negotiator pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller and San Bernardino County as the potential buyer of a portion of the building located at 1111 Bailey Avenue, APN 0185-221-13-0000. Under negotiations are the price and terms

- c) COUNCIL: Conference with Labor Negotiator pursuant to Government Code Section 54957.6: Agency designated representative: City Manager Rick Daniels: Employee Organization: Teamsters Local 1932
- d) COUNCIL: Conference with Legal Counsel regarding existing Litigation pursuant to Government Code § 54956.9(d)(1): City of Needles v. Kim Carter, et al. (421 Acoma) California Superior Court-County of San Bernardino Case No. CIVDS2018115
- e) COUNCIL: Conference with Legal Counsel regarding potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4) one potential case

EXECUTIVE SESSION – Report by City Attorney

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONFLICT OF INTEREST

CORRESPONDENCE

INTRODUCTIONS

CITY ATTORNEY Parliamentary procedures

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

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

- 1) NPUA / COUNCIL: Accept the bid from Christensen Brothers General Engineering in the amount of \$1,272,258 for a base bid with alternate items for the City portion totaling \$839,863 and acceptance of additional alternate bids for Needles Unified School District, Palo Verde College and County Sheriff Complex by separate cooperative funding agreements totaling \$432,395 and authorize staff to issue a Notice of Award and Notice to Proceed for waterline service replacement and street improvements (crack seal, slurry seal with grind and pave according to the Project Management Plan); City funding available in the Water Asset Replacement Fund for portions related to utilities (\$65,460) with the balance budgeted in FY 2022 General Fund Public Works Street Improvements (total project cost \$1,469,895 which includes a 10% contingency) (ACT)

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

(Roll Call previously taken)

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

- 2) Resolution No. 02-22-2022-SARDA approving a Purchase Agreement between the Successor Agency to the Redevelopment Agency and Mohan Doraiswamy with respect to the real property located at 221 Monterey Avenue, APN 0186-233-08-0000 (ACT)

RECESS THE SARDA MEETING AND RECONVENE THE CITY COUNCIL MEETING

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

PRESENTATION

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

- 3) Chamber of Commerce El Garces update (INF)

PUBLIC HEARINGS

- 4) **Continued from February 8, 2022** - Public Hearing to consider all evidence and testimony for or against approval of an application from Mr. Gregory Lucas to change the General Plan designation for 109 N "L" Street, also known as APN 0185-111-84-0000 from "Medium Density Residential" to "Industrial". Said property is located near the BNSF railroad underpass at Front Street and "K" Street. **AND** to consider all evidence and testimony for or against approval of an application from Mr. Gregory Lucas to change the Zoning designation for 109 N "L" Street from "Multiple Family Residential" (R-3) to "Light Manufacturing" (M-1)
- Staff Report
 - Council Questions of Staff
 - Public hearing previously opened
 - Public Comment
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Resolution No. 2022-19 denying a proposed General Plan amendment from a Residential Medium Density (RM) designation to an Industrial Designation and denying a proposed zone change from a Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 N "L" Street, APN 0185-111-084-0000 (ACT)
- 5) **Continued from February 8, 2022** - Public hearing noticed to consider all evidence and testimony for or against approval of an application from Mr. Gregory Lucas for a Conditional Use Permit for a cannabis cultivation facility in a proposed "Light Manufacturing" (M-1) zone, at 109 N "L" Street, also known as APN 0185-111-84-0000 **AND** an application from Mr. Gregory Lucas for a Conditional Use Permit for a cannabis distribution facility in a proposed "Light Manufacturing" (M-1) zone, at 109 N "L" Street, also known as APN 0185-111-84-0000.
- 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. 2022-20 denying a Conditional Use Permit for a 2-phase cannabis cultivation facility located at 109 N "L" Street, APN 0185-111-084-0000 (ACT)
 - Resolution No. 2022-21 denying a Conditional Use Permit for a 440 sq. ft. cannabis distribution facility located at 109 N "L" Street, APN 0185-111-084-0000 (ACT)
- 6) Application from Mr. Curtis Devine, representative for Mohave Cannabis Club, for a Conditional Use Permit for a cannabis retail business, located at 1409 Needles Highway and 113 Needles Highway, in the C-2 General Commercial Zone, APN 0185-066-19-0000 and 0185-066-23-0000 **has been continued to March 22, 2022**

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

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 7 through 13 on the Consent Calendar by affirmative roll call vote. (ACT)

- 7) Approve the Warrants Register through February 22, 2022
- 8) Approve an amount not to exceed \$19,000 from General Fund Reserves to TKE Engineering for the Design of First Beach
- 9) Ratify the City Manager's signature on contract number C9803078 with the State of California Department of Parks and Recreation Statewide Park Development and Community Revitalization for Duke Watkins Park, total grant not to exceed \$3,965,400
- 10) Waive the reading and adopt Resolution No. 2022-24 changing the Planning Commission regular meeting days to the first and third Wednesday monthly at 4:00 P.M.
- 11) Waive the reading and adopt Resolution No. 2022-22 authorizing filing of an application for federal funding under FTA Section 5311 (49 U.S.C. Section 5311), the federal program providing assistance to rural transit programs, with the California Department of Transportation
- 12) Waive the reading and adopt Resolution No. 2022-23 approving a Short Form Contract between the City of Needles and California Highway Patrol for grant funding to conduct an Every 15 Minutes Program at the Needles High School at a cost not to exceed \$9,000 to be reimbursed by grant funds
- 13) Well No. 16 Drilling Timeline (INF)

End of Consent

REGULAR ITEMS

- 14) Ordinance No. 648-AC intent to comply with Senate Bill 1383 Regulations of the Department of Resources Recycling and Recovery (CalRecycle) organics law requirements (ACT)
- 15) Ballot measure(s) for the November 8, 2022 General Municipal Election (ACT)
- 16) Authorize attendance at the City / County Conference scheduled for April 7-8, 2022 in Lake Arrowhead (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

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

ADJOURNMENT

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

<http://www.cityofneedles.com>

Posted: February 18, 2022

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

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

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

Dated this 18th day of February 2022

Dale Jones, CMC, City Clerk



Request for Board Action City of Needles, California

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

Meeting Date: February 22, 2022

Title: Accept the bid from **CHRISTENSEN BROTHERS GENERAL ENGINEERING** for Base Bid and Alternate Items listed in the total amount of \$1,272,258 to perform Waterline Services replacement & Street Improvements Crack Seal, Slurry Seal with Grind and Pave according to the Project Management Plan.

Background: City staff developed a 15-year Pavement Management Plan (PMP) for all 47 miles of city-maintained roadway. The PMP outlined priorities to maintain good roads because the City can preserve dozens of roads for the cost of repairing one road. The City has phased each year of the 15-year plan as funds become available. Phase II Water Service Replacement & Street Improvements includes Crack fill, Slurry Seal and Paving on a selection of streets reported in the PMP study in 2019 and are as follows:

- Grind and Pave **D Street** (Broadway – Acoma Street), **South L Street, South K Street & E Street** (between Broadway & Front St). All streets mentioned above will receive water service replacements.
- Slurry Seal **J Street** and **I Street** (Front St - Broadway) and **Needles Hwy** (Pashard Street – North K Street) including sub-grade repairs where needed.

On 01/26/2022 Phase II of the Water Service Replacement & Street Improvements project were placed out to bid with a bid opening date of 02/09/2022. The City received one (1) bid:

- **CHRISTENSEN BROTHERS** **\$ 1,272,258**

Christensen Brothers was awarded the Phase I project and is also the low bidder in this bid.

Staff also reached out to residents and commercial customers who wanted to participate in a re-surfacing beautification effort to clean up parking lots & private driveways while a contractor was mobilized. With the upcoming Parks Grant award and other projects underway, the City added alternate bids that could be completed under those programs such as:

- **Flip Mendez Parkway** (Duke Watkins Park) and other City Facilities
- **Public Parking Lot** on F Street & Broadway,
- **City Hall Rear Yard Parking Area** all needing pavement maintenance work completed.

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

AGENDA ITEM: 1

| | |
|--|-------------------|
| City Alternate Bid - Flip Mendez Parkway | \$ 211,355 |
| City Alternate Bid - Public Parking Lot (Cor. G & F Streets) | \$ 27,165 |
| City Alternate Bid - 817 Third Street Rear Yard | \$ 26,015 |
| Total | \$ 264,535 |

Other Alternate bids for residents and commercial customers that will need to pay the prevailing wage requirements under their procurement process will be reimbursed by the agency including a 5% administrative cost to the City:

- **School District Additional Parking at District Facilities**
- **Palo Verde College Parking Lots**
- **County of San Bernardino Sheriff Complex**

Fiscal Impact: Available in Water Asset Replacement Fund is \$ \$1.2 million for portions related to utilities (\$65,460). Budgeted under FY 2022 General Fund Public Works Street Improvements Fund is \$ 2,933,252 for the next Pavement Project (\$972,040).
for Sm Sylvia Miledi

ESTIMATED PROJECT COSTS

| | |
|------------------------------|--|
| \$44,811.20 | BID PREP & DESIGN |
| \$509,867.12 | CONSTRUCTION (Contractor) |
| \$264,534.80 | City Alternates (Contractor) |
| \$65,460.00 | CONSTRUCTION – UTILITIES (Contractor) |
| \$25,600.99 | QUALITY ASSURANCE / CONTROL |
| \$127,225.71 | CONTINGENCY |
| <u>\$1,037,499.82</u> | <u>City ESTIMATED</u> |
| \$432,395.15 | Outside Agencies (if accepted) Contractor) |
| \$ 1,469,894.97 | TOTAL PROJECT COSTS |

This item is being presented at the 02/22/2022 City Council and will be placed on the next regular utility board meeting of 03/01/2022 for concurrence of utility items.

Recommendation: Accept the bid from **CHRISTENSEN BROTHERS** for Base Bid with Alternate Items listed for a total City amount of \$839,863 and a total project cost of \$1,469,895 which includes a 10% contingency, and additional acceptance of alternate bids for School, College and County by separate cooperative funding agreement for additional reimbursable amount of \$432,395 and authorize staff to issue a Notice of Award and Notice to Proceed.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: *Rick*

Date: *2/16/22*

#1

City of Needles SEALED BID OPENING

02/02/2022

Phase II - Water Service Repl. & Street Impr.

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

| | | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------|
| 1 Christensen Brothers General Engineering | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 575,327.12 |
| 2 Alternate (City - Flip Mendez) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 211,354.70 |
| 3 Alternate (City - Public Parking) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 27,165.10 |
| 4 Alternate (City - City Hall Parking) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 26,015.00 |
| 5 Alternate (Other - Needles School) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 99,484.85 |
| 6 Alternate (Other - Palo Verde College) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 93,930.50 |
| 7 Alternate (Other - County Sheriff Complex) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 238,979.80 |
| 8 TE ROBERTS INC. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | \$ No Bid Recieved |
| 9 TK CONSTRUCTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | \$ No Bid Recieved |
| 10 MAXIM ENGINEERING | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | \$ No Bid Recieved |

Present at Opening:

TAMMY ELLMORE
RAINIE TORRANCE
ALBERTO PAIVA

Representative from Christensen
Brothers Construction

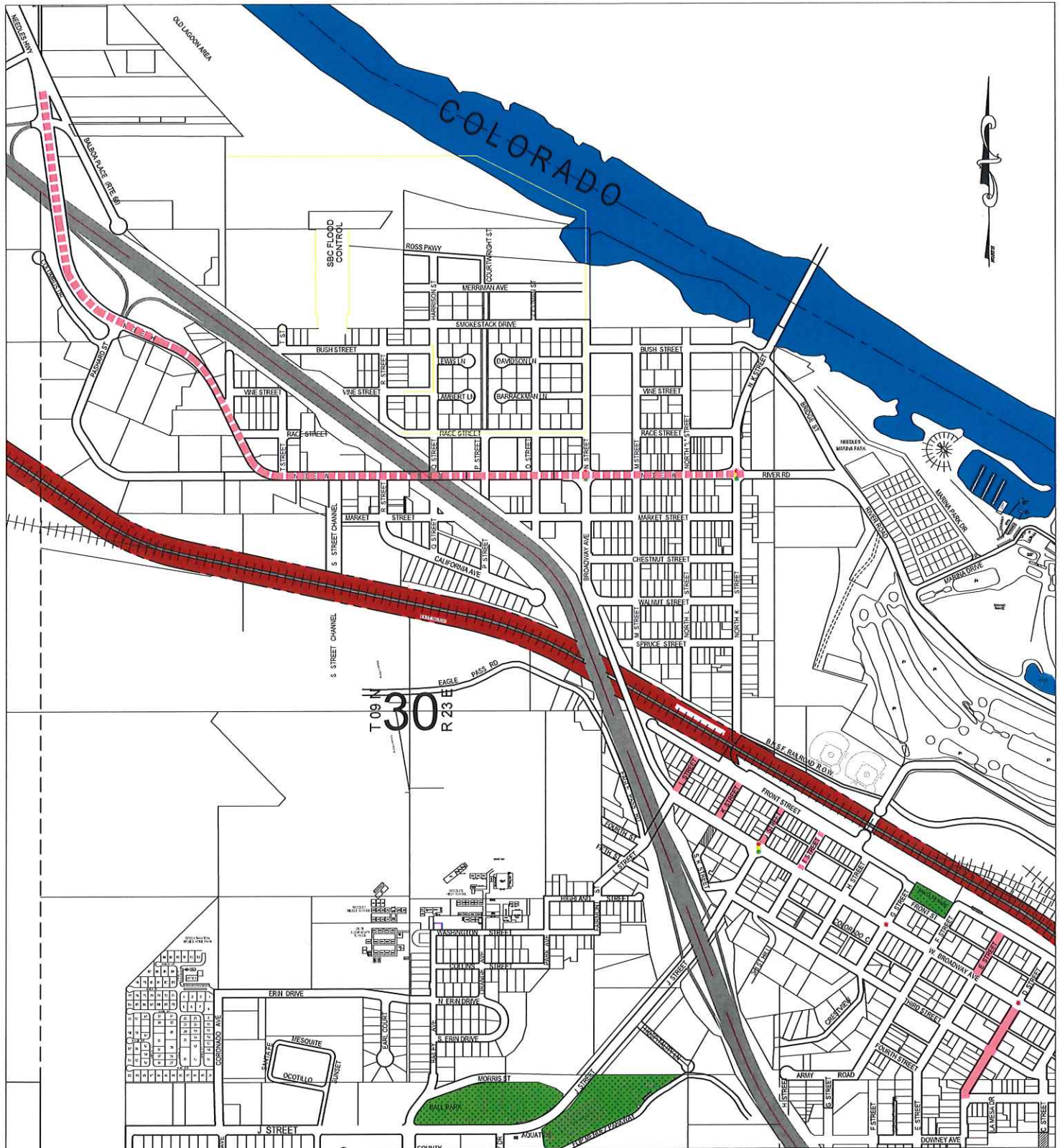
Recorded by:

TAMMY ELLMORE

City of Needles Capital Projects

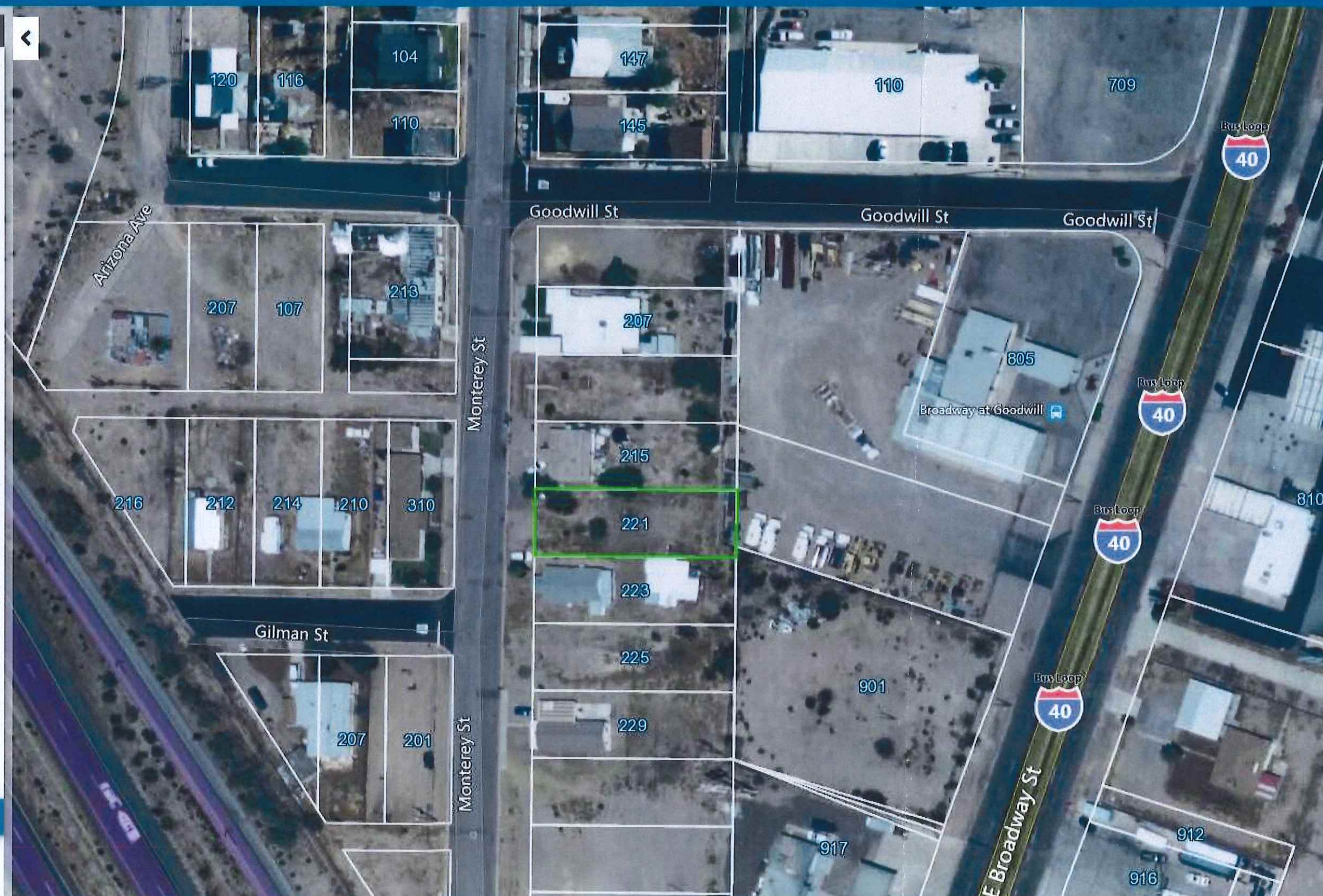
PHASE II - Water Service Replacement & Street Improvements

PAVING & SLURRY work



LEGEND

-  Phase 2 - PAVING IMPROVEMENTS including Water Services
-  SLURRY IMPROVEMENTS





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 22, 2022

Title: Resolution No. 02-22-2022-SARDA
Purchase Agreement between the Successor Agency and Mohan Doraiswamy with respect to the real property located at 221 Monterey Avenue, Needles, CA 92363 Also known as APN 0186-233-08-0000

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.

The Successor Agency is the owner certain real property consisting of an approximate .017-acre vacant lot (7,501 Square Feet) located at 221 Monterey Avenue, Needles California (APN 0186-233-08-0000) (the "Property"). Within the Successor Agency approved LRPMP, the Property is: i) identified as Site No. 2; ii); and iii) more fully described in Exhibit "A" to the attached Resolution, which is an excerpt from the LRPMP.

On August 13, 2021, Mohan Doraiswamy (the "Buyer") originally offered to purchase the Property for \$2,000 (a copy of offer of purchase agreement is included as Exhibit "B" to the attached Resolution). On December 14, 2021, the City Council directed staff to negotiate the sale



City of Needles, California Request for City Council Action

of the Property based on its appraised value. Thereafter, Accord Realty was engaged to provide a brokers opinion of value for the Property. In its Opinion of Value, effective February 8, 2022, Accord Realty concluded the Property's value is approximately \$.57 per square foot for a total value of \$4,333.33 (a copy of the summary of Accord Realty's Broker Opinion of Value is included as Exhibit "C" to the attached Resolution).

The Buyer has indicated the intention to begin construction of a single-family residential structure for his employees. The Buyer owns a motel within the City of Needles.

Summary of Negotiation Points:

- Purchase Price \$4,333.00
- Closing Date: 6 months from the Opening Date
- Buyer shall have the right to assign this Agreement to assign this Agreement to an affiliate.
- The Buyer and Seller will split the closing costs

The attached Resolution will approve a Purchase Agreement between the Successor Agency and Mohan Doraiswamy, with respect to the Property (a copy of which is included as Exhibit "D" to the attached Resolution) and authorize certain related actions. Subject to the approvals of the CWOB and DOF, 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. Consistent with the provisions of the HSC and the LRPMP, the effectiveness of the Purchase Agreement is subject to the approval of the CWOB and DOF.

Consistent with the applicable provisions of the HSC, it is recommended that the Successor Agency approve 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.



City of Needles, California Request for City Council Action

Recommended Action: Approve Resolution No. 02-22-2022-SARDA Successor Agency to the Redevelopment Agency approving a Purchase Agreement for \$4,333.00 between the Successor Agency and Mohan Doraiswamy with respect to the real property located at 221 Monterey Avenue, Needles, CA 92363 Also known as APN 0186-233-08-0000

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

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

| | | | |
|------------------------------------|--|----------------------------------|---------------------------------|
| Approved: <input type="checkbox"/> | Not Approved: <input type="checkbox"/> | Tabled: <input type="checkbox"/> | Other: <input type="checkbox"/> |
| Agenda Item: <u>2</u> | | | |

RESOLUTION 02-22-2022-SARDA
RESOLUTION OF THE SUCCESSOR AGENCY TO THE NEEDLES
REDEVELOPMENT AGENCY APPROVING A PURCHASE AND
SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND
MOHAN DORAISWAMY WITH RESPECT TO THE REAL
PROPERTY LOCATED AT 221 MONTEREY AVENUE, NEEDLES,
CALIFORNIA (APN 0186-233-08-0000), AND APPROVING CERTAIN
RELATED ACTIONS

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, The Successor Agency is the owner certain real property consisting of an approximate .017-acre vacant lot (7,501 Square Feet) located at 221 Monterey Avenue, Needles California (APN 0186-233-08-0000) (the “Property”); and

WHEREAS, within the Successor Agency approved LRPMP, the Property is: i)

identified as Site No. 2; ii) zoned Multiple Family Residential; and iii) more fully described in Exhibit "A" attached hereto, which is an excerpt from the LRPMP; and

WHEREAS, on August 13, 2021, Mohan Doraiswamy (the "Buyer") originally offered to purchase the Property for \$2,000 (a copy of offer of purchase agreement is included as Exhibit "B" to the attached Resolution); and

WHEREAS, on December 14, 2021, the City Council directed staff to negotiate the sale of the Property based on its appraised value. Thereafter, Accord Realty was engaged to provide a brokers opinion of value for the Property; and

WHEREAS, in its Opinion of Value, effective February 8, 2022, Accord Realty concluded the Property's value is approximately \$.57 per square foot for a total value of \$4,333.33 (a copy of the summary of Accord Realty's Broker Opinion of Value is included as Exhibit "C" to the attached Resolution); and

WHEREAS, The Buyer has indicated the intention to begin construction of a single-family residential structure for his employees. The Buyer owns a motel within the City of Needles; and

WHEREAS, on February 22, 2022, the Successor Agency approved a Purchase Agreement and Joint Escrow Instructions (the "Purchase Agreement") with the Buyer for the Property for \$4,333 (the "Purchase Price"), which is equal to its appraised value and thus considered a fair and reasonable price; and

WHEREAS, this Resolution will approve a new Purchase Agreement between the Successor Agency and Mohan Doraiswamy with respect to the Property, a copy of which is included as Exhibit "D" attached to the Resolution, and authorize certain related actions; and

WHEREAS, subject to the approvals of the CWOB and DOF, 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, consistent with the provisions of the HSC and the LRPMP, the effectiveness of the Purchase Agreement is subject to the approval of the CWOB and DOF; and

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.

Section 2. The Purchase Agreement for the purchase and sale of the Property to Mohan Doraiswamy for \$4333, attached hereto as Exhibit "D," is approved.

Section 3. The Purchase Agreement for the purchase and sale of the Property, attached hereto as Exhibit "D," is approved.

Section 4. 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 5. The City Manager, as Executive Director of the Successor Agency, or designee, is hereby authorized and directed to: i) notify DOF concerning this Resolution, in accordance with the applicable provisions of the HSC; and ii) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution.

Section 6. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 22nd day of February 2022

Jeff Williams, Chairman

ATTEST

Dale Jones, CMC, Secretary

CERTIFICATION:

I, Dale Jones, CMC, Secretary for the Successor Agency to the Needles Redevelopment Agency, do hereby certify that the foregoing Resolution No. 02-22-2022-SARDA was duly adopted by the Successor Agency to the Needles Redevelopment Agency at a meeting thereof held on the 22nd day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dale Jones, CMC, Secretary

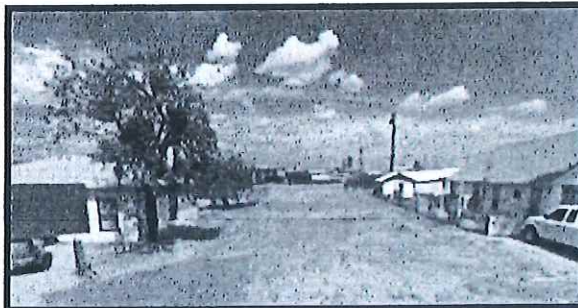
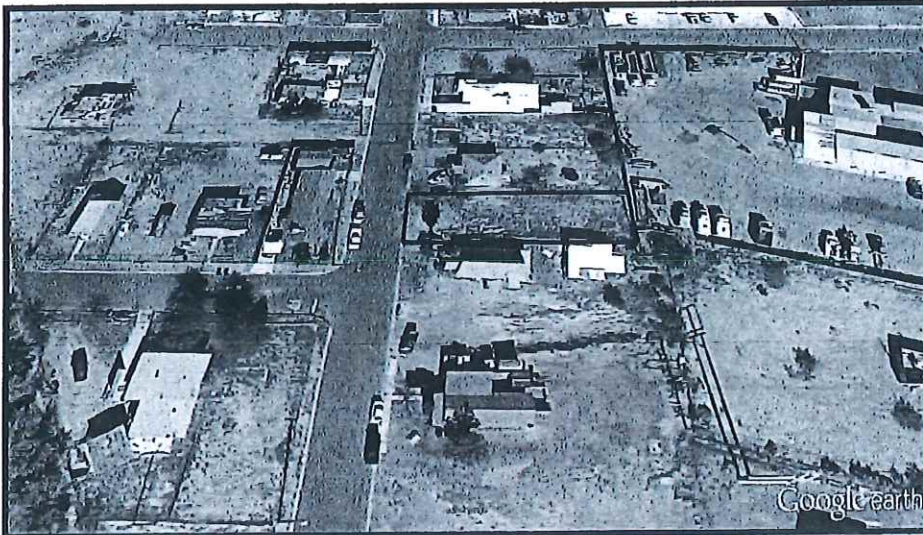
EXHIBIT “A”

**Narrative for Site No. 2
221 Monterey Avenue, Needles, CA 92363
(APN 0186-233-08-0000)
Excerpted from the
Long-Range Property Management Plan
(Pages 10-13)**

(See Attachment)



Site No. 2
Vacant Monterey Avenue Residential Property
221 Monterey Avenue
APN 0186-233-08



- A. **Permissible Use (HSC § 34191.5(c)(2)):**
Site No. 2 is the Vacant Monterey Avenue Residential Property (the "Vacant Monterey Avenue Residential 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 Monterey Avenue Residential Property was acquired by the Agency in September, 2002 and carries a total Book Value of \$50,000. The Vacant Monterey Avenue Residential 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 Monterey Avenue Residential Property is \$13,000.
- C. **Site Information (HSC § 34191.5(c)(1)(C)):**
The Vacant Monterey Avenue Residential Property consists of one (1) 0.17 acre parcel (0186-233-08) located at 221 Monterey Avenue. The Vacant Monterey Avenue Residential Property is zoned Multiple Family Residential (R-3) within the City's General Plan and Zoning Ordinance. R-3 is generally intended to provide for the development of high density multiple family units [eighteen (18) to thirty (30) units per net acre], such as apartments, condominiums, townhouses or other group dwellings, compatible for the neighborhood environment.
- D. **Estimated Current Value (HSC § 34191.5 (c)(1)(D)):**
To determine the ECV for the Vacant Monterey Avenue Residential Property, the Agency conducted a comparable sales analysis through the National Data Collective. The ECV was determined to be approximately \$13,000.



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 Monterey Avenue Residential Property will then be obtained.

E. Site Revenues (HSC § 34191.5(c)(1)(E)):

There are no site revenues generated from the Vacant Monterey Avenue Residential 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 Monterey Avenue Residential Property.

Selling the Vacant Monterey Avenue Residential 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 high density residential opportunities.

H. History of Previous Development Proposals and Activity (HSC § 34191.5 (c)(1)(H)):

Google Earth® indicates that the Vacant Monterey Avenue Residential Property has had at least two houses and a parking lot since 1994 and then was demolished in 2009.

I. Disposition of Property:

The Successor Agency proposes to sell the Vacant Monterey Avenue Residential 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 \$13,000.

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.



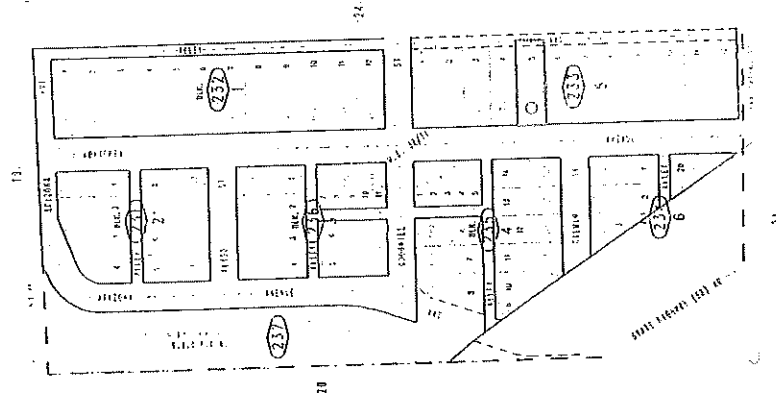
Assessor Parcel Map

Pin. E.1/2 N.W.1/4, S.E.1/4, Sec.32, T.9N., R.23E., S.B.B.&M.

City of Needles
Tax Roll Area
3003 0186 - 23



Site No. 2



May 2005

Assessor's Map
Book 0186 Page 23
San Bernardino County

EXHIBIT “B”

**Mohan Doraiswamy Residential Purchase Agreement
August 13, 2021**

(See Attachment)



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant

Date 09/13/2021

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant

Date _____

Agent **Authentisign**

Ray Kottapalli

DRE Lic. # **00978654**

By

Ray Kottapalli

Real Estate Broker (Firm)

DRE Lic. # _____

Date 09/14/2021

(Salesperson or Broker-Associate, if any) **Ray Kottapalli**

© 1991-2018, California Association of REALTORS®, Inc.

AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Ray Kottapalli, 8428 Vienna Dr Corona CA 92880
Ray Kottapalli

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5

Phone: 562.659.4518

Fax: 408.228.0599

www.lwof.com

221 Monterey



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

| | | |
|---|------------------------------|----------------|
| Seller's Brokerage Firm | DO NOT COMPLETE. SAMPLE ONLY | License Number |
| Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent) | | |
| Seller's Agent | DO NOT COMPLETE. SAMPLE ONLY | License Number |
| Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent) | | |
| Buyer's Brokerage Firm | DO NOT COMPLETE. SAMPLE ONLY | License Number |
| Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent) | | |
| Buyer's Agent | DO NOT COMPLETE. SAMPLE ONLY | License Number |
| Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent) | | |

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

© 1991-2018, California Association of REALTORS®, Inc.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020



AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



CALIFORNIA
ASSOCIATION
OF REALTORS®

FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12995; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

| | | | | |
|---|--|--|--------------------------------|-------------------|
| Race | Color | Ancestry | National Origin | Religion |
| Sex | Sexual Orientation | Gender | Gender Identity | Gender Expression |
| Marital Status | Familial Status (family with a child or children under 18) | Source of Income (e.g., Section 8 Voucher) | Disability (Mental & Physical) | Medical Condition |
| Citizenship | Primary Language | Immigration Status | Military/Veteran Status | Age |
| Criminal History (non-relevant convictions) | | | Any arbitrary characteristic | |

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

© 2020, California Association of REALTORS®, Inc.

FHDA 10/20 (PAGE 1 OF 2)



FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

Ray Kottapalli, 8428 Vienna Dr Corona CA 92880
Ray Kottapalli

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5

Phone: 562.659.4518

Fax: 408.228.0599

www.lwolf.com

221 Monterey

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Mohan Dorai Date 09/13/2021

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

© 2020, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





CALIFORNIA
ASSOCIATION
OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

| | | | |
|-------------------------|---------------------------|---------------------------|------------------------|
| Seller | _____ | Date | _____ |
| Seller | _____ | Date | _____ |
| Buyer | <i>Mohan Dorai</i> | <i>Mohan Dorai</i> | 09/13/2021 |
| Buyer | 9/13/2021 11:59:21 PM GMT | | |
| Buyer's Brokerage Firm | <i>Ray Kottapalli</i> | DRE Lic # 00978654 | Date <i>09/14/2021</i> |
| By | <i>Ray Kottapalli</i> | DRE Lic # _____ | Date _____ |
| | 9/14/2021 11:58 AM GMT | | |
| Seller's Brokerage Firm | _____ | DRE Lic # _____ | Date _____ |
| By | _____ | DRE Lic # _____ | Date _____ |

© 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

PRBS REVISED 12/18 (PAGE 1 OF 1)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Ray Kottapalli, 8428 vienna dr corona CA 92880
Ray Kottapalli

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com

Phone: 562.659.4518

Fax: 408.228.0599

221 Monterey



CALIFORNIA
ASSOCIATION
OF REALTORS®

**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: 221 Monterey Ave, Needles, ca 92363 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

| | | | |
|-----------------|----------------------------------|--------------------|------------------------|
| Buyer/Tenant | <u>Mohan Dorai</u> | <u>Mohan Dorai</u> | Date <u>09/13/2021</u> |
| Buyer/Tenant | <u>9/13/2021 11:59:52 PM GMT</u> | | Date _____ |
| Seller/Landlord | _____ | | Date _____ |
| Seller/Landlord | _____ | | Date _____ |

©2016-2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Ray Kottapalli, 8428 vienna dr corona CA 92880
Ray Kottapalli

Phone: 562.659.4518 Fax: 408.228.0599
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

221 Monterey





CALIFORNIA
ASSOCIATION
OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 09/13/2021

1. OFFER:

- A. **THIS IS AN OFFER FROM** Mohan Dorai ("Buyer").
 B. **THE REAL PROPERTY** to be acquired is 221 Monterey Ave, Needles, ca 92363, situated in
Needles (City), _____ (County), California, 92363 (Zip Code), Assessor's Parcel No. 0186-233-08-0000 ("Property").
 C. **THE PURCHASE PRICE** offered is Two Thousand Dollars \$ 2,000.00.

D. **CLOSE OF ESCROW** shall occur on _____ (date) or ☒ 30 Days After Acceptance).

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm _____ License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent _____ License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm Ray Kottapalli License Number 00978654

Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent Ray Kottapalli License Number _____

Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. **INITIAL DEPOSIT:** Deposit shall be in the amount of _____ \$ 500.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);

OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____.

The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).

Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of _____ \$ _____ within _____ Days After Acceptance (or _____).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ☒ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

(1) **FIRST LOAN:** in the amount of _____ \$ _____

This loan will be conventional financing OR ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____.

This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.

Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(2) ☐ **SECOND LOAN** in the amount of _____ \$ _____

This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____.

This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.

Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS: _____

F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of _____ \$ 1,500.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. **PURCHASE PRICE (TOTAL):** _____ \$ 2,000.00

Buyer's Initials MD _____
 © 1991-2018, California Association of REALTORS®, Inc.

Seller's Initials _____

RPA-CA REVISED 12/18 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)

Ray Kottapalli, 8428 vienna dr corona CA 92880
 Ray Kottapalli

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5

Phone: 562.659.4518 Fax: 408.228.0599

www.lwolf.com

221 Monterey



Property Address: **221 Monterey Ave, Needles, ca 92363**

Date: **September 13, 2021**

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or _____) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or _____) Days** After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within **3 (or _____) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a **contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within **21 (or _____) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

A. ADDENDA:

| |
|---|
| <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM) |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) |
| <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) |
| <input type="checkbox"/> Other _____ |

B. BUYER AND SELLER ADVISORIES:

| |
|---|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) |
| <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) |
| <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) |
| <input type="checkbox"/> Other _____ |

6. OTHER TERMS: _____

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

- (1) ☒ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____ prepared by _____.
- (2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.
- (3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) ☐ Buyer ☐ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials (**MD**) (_____) (_____)

Seller's Initials (_____) (_____) (_____)

RPA-CA REVISED 12/18 (PAGE 2 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)



- (2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☐ Seller shall pay escrow fee **50/50**.
- (b) Escrow Holder shall be **seller's choice**.
- (c) The Parties shall, within **5 (or)** Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☒ Buyer ☐ Seller shall pay for **owner's** title insurance policy specified in paragraph 13E.
- (b) Owner's title policy to be issued by **Seller's choice**.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☒ Buyer ☐ Seller shall pay County transfer tax or fee.
- (2) ☒ Buyer ☐ Seller shall pay City transfer tax or fee.
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee.
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☒ Buyer ☐ Seller shall pay for any private transfer fee.
- (8) ☐ Buyer ☐ Seller shall pay for.
- (9) ☐ Buyer ☐ Seller shall pay for.
- (10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$, of a standard (or ☐ upgraded) one-year home warranty plan, issued by , with the following optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: .
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☒ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☐ all stove(s), except ; ☐ all refrigerator(s) except ; ☐ all washer(s) and dryer(s), except ;
- (3) The following additional items:
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and , and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) .

Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

9. CLOSING AND POSSESSION:

- A.** Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than calendar days after Close Of Escrow; or (iii) ☐ at ☐ AM/ ☐ PM on .

Buyer's Initials (**MD**) ()

Seller's Initials () ()

RPA-CA REVISED 12/18 (PAGE 3 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

221 Monterey



C. Seller remaining in possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. Tenant-occupied property: Property shall be vacant at least 5 (or ____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR ☐ Tenant to remain in possession (C.A.R. Form TIP).

E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).

(2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.

(3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

(4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).

(5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.

(6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

(7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.

B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) SELLER HAS: 7 (or ____) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials (MD) ()

Seller's Initials () ()



(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or ____) Days** After Acceptance to request from the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnify and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Buyer's Initials **(MD)** () ()

Seller's Initials () ()

RPA-CA REVISED 12/18 (PAGE 5 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)



- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS: 7 (or ____) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) BUYER HAS: 17 (or ____) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ____) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ____) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ____) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ____) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials (MD) (____)

Seller's Initials (____) (____)



Property Address: **221 Monterey Ave, Needles, ca 92363**

Date: **September 13, 2021**

- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or ____)** Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or ____)** Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**

Buyer's Initials **(MD)** (_____) (_____) **RPA-CA REVISED 12/18 (PAGE 7 OF 10)**

Seller's Initials (_____) (_____) (_____)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

221 Monterey



Property Address: **221 Monterey Ave, Needles, ca 92363**

Date: **September 13, 2021**

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials MD / _____

Seller's Initials _____ / _____

22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.**

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials MD / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials MD () ()

Seller's Initials () ()

RPA-CA REVISED 12/18 (PAGE 8 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ _____ ☐ AM/ ☐ PM, on _____ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 09/14/2021 BUYER Mohan Dorai

(Print name) Mohan Dorai 9/14/2021 12:00:05 AM GMT

Date _____ BUYER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials () ()

Property Address: **221 Monterey Ave, Needles, ca 92363**

Date: **September 13, 2021**

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:**

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____

(Print name) _____

Date _____ SELLER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
(Initials) ☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Broker Firm **Ray Kottapalli** DRE Lic. # **00978654**
By **Ray Kottapalli** DRE Lic. # _____ Date _____
By _____ DRE Lic. # _____ Date _____
Address **8428 vienna dr** City **corona** State **CA** Zip **92880**
Telephone **562.659.4518** Fax **408.228.0599** E-mail **raykrealty@yahoo.com**
Seller's Brokerage Firm _____ DRE Lic. # _____
By _____ DRE Lic. # _____ Date _____
By _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

©1991- 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Buyer Acknowledges that page 10 is part of this Agreement (MD) _____
Buyer's Initials



RPA-CA REVISED 12/18 (PAGE 10 of 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

221 Monterey



CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **221 Monterey Ave, Needles, ca 92363**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Moham Douda 09/13/2021

Buyer _____

09/13/2021 11:59:49 PM GMT

©1991-2004, California Association of REALTORS®, Inc. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)



Ray Kottapalli, 8428 vienna dr corona CA 92880
Ray Kottapalli

Phone: 562.659.4518 Fax: 408.228.0599
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwlf.com

221 Monterey



CALIFORNIA
ASSOCIATION
OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant Mohan Dorai Date 09/13/2021
 Buyer/Seller/Landlord/Tenant Mohan Dorai Date 09/13/2021 5:50 PM GMT

© 2019, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, LLC.
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

CCPA 12/19 (PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

EXHIBIT “C”

**Accord Realty Broker Opinion of Value
Effective February 8, 2022**

(See Attachment)

February 8, 2022

City of Needles

Patrick Martinez, Director of Development Services

817 Third St., Needles, CA 92363

760-3262115 ext 126

pmartinez@cityofneedles.com

Broker Price Opinion

Parcel 0186-233-08-0000, Address 221 Monterey St., Needles, CA 92363

Opinion of value is \$4,333.

Residential lot sales in Needles are few, making the comparable sales approach to valuation difficult. For example, the few lots that sold recently differ greatly from the subject property. These differences can affect the value either negatively or positively. To account for these differences, adjustments in dollar values must be made to the comparable sales to determine a market value for the subject. In general, the more the comparable sales are adjusted, the less accurate the comparable sales method of valuation becomes.

Comparable sale #1, 207 Chestnut St., is a vacant lot sold on 11/26/2021 for \$25,000. The location of this lot is far from the subject but is in a comparable neighborhood. The price this lot sold for is much higher than a lot in this neighborhood should have sold on the open market in an arm's length transaction. My opinion is that the lot was acquired by an individual who was especially interested in purchasing for some reason, and paid \$20,500 more for the lot than an informed buyer would have paid. So, \$25,000 sold price minus \$20,500 adjustment, makes the adjusted value of this comparable sale \$4,500 for this parcel.

Comparable sale #2, 123 Needles Highway, is a commercial lot that sold on 2/23/2021 for \$25,000. The lot is located near the intersection of North K Street. Much traffic passes this location into Arizona over the bridge. This comparable sale, relative to the subject parcel, has a high commercial value. A business, for example, located on the lot would benefit from exposure to the public, making this location appealing to a prospective business owner. An adjustment of minus (-) \$20,000 is applied to this comparable. The adjusted value of this comparable would be calculated as follows: \$25,000 sold price, minus an adjustment of -\$20,000, equals a value of \$5,000.

Comparable sale #3, 2207 Casa Loma St., a vacant residential lot, located on a corner, sold on 9/20/2021 for \$12,500. This lot is located in a desirable neighborhood with newer and more expensive homes than

the neighborhood where the subject property is located. The fact that it sold very recently makes it a good comparable. To account for the differences in the neighborhood of the subject property and this comparable, comparable #3 will be adjusted a negative \$9,000. The adjusted value of this comparable shall be $(\$12,500 - \$9,000 = \$3,500)$.

So, we have three comparable sales with adjusted values of $\$4,500 + \$5,000 + \$3,500 = \$13,000$. And, $\$13,000 / 3 = \$4,333.00$. The broker price opinion for this parcel is \$4,333.33.

Please feel free to ask me for further clarification of this valuation.

Best,

A handwritten signature in blue ink, appearing to read "Gerald A. Telles".

Gerald Telles, Broker

Accord Realty, DRE #01876491

1709 Coronado St.

Needles, CA 92363

Phone 760-220-4474

EXHIBIT “D”

**Purchase Agreement and Joint Escrow Instructions
Between the
Successor Agency to the Needles Redevelopment Agency
And
Mohan Doraiswamy
(See Attachment)**

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into effective as of February 22, 2022 (the "Effective Date"), by and between THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF NEEDLES ("**Seller**"), and MOHAN DORAISWAMY ("**Buyer**"), for acquisition by Buyer of certain real property hereinafter described. The Seller and Buyer are collectively referred to herein as "**Parties**" or individually referred to as a "**Party**".

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, commonly known as 221 Monterey Ave., Needles, CA 92363 (APN 0186-233-08-0000), as more particularly described in **Exhibit "A"** (legal description) attached hereto and by this reference incorporated herein and ; and

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

WHEREAS, Seller desires to sell and Buyer desires to buy said Property pursuant to the provisions of this Agreement; and

WHEREAS, the Close of Escrow under this Agreement is subject to the review and approval (or waiver of approval) of this Agreement by the Countywide Oversight Board of the County of San Bernardino ("**CWOB**") and the California Department of Finance ("**DOF**") ("**CWOB and DOF Authorizations**"); and

WHEREAS, it is estimated that the CWOB and DOF Authorizations may require up to six-months obtain; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

SECTION 1 PURCHASE AND SALE

1.1 Purchase and Sale. Seller hereby agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

1.2 Effectiveness of the Agreement. The Closing of the transaction pursuant to this Agreement is subject to the review and approval of the Agreement by the CWOB and the DOF.

1.3 Escrow Agent and Title Company. Escrow agent and title company services related to this Agreement shall be provided by Fidelity National Title Agency, 3640 Highway 95, Bullhead City, Arizona 86442 ("**Escrow Agent**" as to escrow matters and "**Title Company**" as to title services).

1.4 Purchase Price. The purchase price of the Property shall be the amount of Four Thousand Three Hundred and Thirty-Three Dollars (\$4,333.00) ("**Purchase Price**"). Each of Buyer and Seller believe that the Purchase Price represents a fair market value of the Real Property.

1.5 Payment. As consideration for the sale of the Property from Seller to Buyer, Buyer shall, at the Closing (as defined below), pay to Seller the Purchase Price for the Property, less the Deposit, as defined below and subject to any prorations and other charges provided for herein. The Buyer shall pay the Purchase Price to the Title Company in immediately available funds (via cashier's check or wire transfer) in accordance with an estimated closing statement consistent with this Agreement, prepared by "**Escrow Agent**", identified in **Section 9.7.1** below, and executed by Buyer and Seller ("**Closing Statement**").

1.6 Amount and Deposit of Earnest Money (Independent Consideration). Within 48 hours of the Effective Date, Buyer shall deposit with Escrow Agent, an earnest money deposit in the amount of Five Hundred Dollars (\$500.00) (hereinafter the "**Earnest Money**"). The sum of \$100.00 of the Earnest Money deposit shall be considered an "**Independent Consideration**" to be retained by Seller as a non-refundable independent consideration. The Earnest Money shall be deposited in Escrow Agent's non-interest-bearing escrow/trust account pending disbursement pursuant to this Agreement. N, the Earnest Money shall be non-refundable in all events, except for: (i) Seller's default hereunder; (ii) the failure of the CWOB to approve the sale of the Property as provided under this Agreement; and (iii) actions by the California Department of Finance ("DOF") which prevent the disposition of the Property to Buyer as provided under this Agreement. .

SECTION 2 ESCROW

2.1 Establishment of the Escrow. An escrow for this transaction ("**Escrow**") shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.

2.2 Opening and Closing of Escrow. Within ten (10) calendar days after the execution of this Agreement by both Buyer and Seller, Seller shall open Escrow by causing the delivery of a fully executed copy of this Agreement to Escrow Agent/Title Company ("**Opening Date**"). The Closing of Escrow ("**Closing Date**") shall take place within twenty-one (21) calendar days from the date that the last of the following items has been satisfied: (i) the Buyer has completed its Due Diligence Period inspections and has approved all aspects of the Property; (ii) the Seller has obtained the CWOB and DOF Authorizations; (iii) all of the Buyer's and Seller's obligations and conditions precedent to close of Escrow, as described within this Agreement, have been satisfied; and (iv) the Title Company is irrevocably committed to issue the Title Policy to Buyer pursuant to **Section 5.3** ("**Conditions of Closing**"). Notwithstanding the foregoing, the "**Outside Closing Date**" shall be six months from the Opening Date.

2.3 Acceptance of Appointment as Escrow Agency and Title Company. By accepting appointment as Escrow Agency and Title Company pursuant to this Agreement (as evidenced by the opening of Escrow), Escrow Agent and Title Company agree to the terms of this

Agreement solely as they relate to the duties of Escrow Agent and Title Company.

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

2.5 Escrow Cancellation Charges. If Escrow fails to close because of Seller's default, Seller will pay all customary escrow cancellation charges. If Escrow fails to close because of Buyer's default, or for any other reason, Buyer shall pay all customary escrow cancellation charges.

SECTION 3 INFORMATION SECURED BY BUYER

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

3.1.1 Preliminary Title Report. A current preliminary title report (the "***Title Report***") for the Property prepared by Title Company along with copies of all documents referenced therein.

3.1.2 Upon presentation by Buyer's broker Seller will complete the Buyer's Inspection Advisory (CAR Form BIA-A)

SECTION 4 MATTERS RELATING TO THE ESCROW PERIOD

4.1 Title and Survey Review.

4.1.1 Survey. Buyer may obtain an ALTA survey of the Property (the "***Survey***") at no cost to Seller provided that doing 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. In the event that escrow fails to close for any reason not due to the default of Seller, Buyer will assign and deliver the ALTA survey and any other documents produced in connection with its due diligence to Seller simultaneously with the termination of the Escrow.

4.1.2 Title Review; Cure. Buyer will have fifteen (15) 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 ten (10) calendar 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 ten (10) calendar 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 ten (10) calendar 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**”.

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

examine the Property, to conduct non-invasive tests, inspections, studies

4.1.3 Buyer Restoration and Indemnity. Buyer will restore any physical damage to the Property caused by Buyer's Studies, and will indemnify, defend and hold harmless Seller and Seller's public officials, Council Members and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs caused by Buyer's Studies (unless resulting from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Buyer and/or Buyer's representatives who enter the Property 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 thereon prior to entering the Property.

4.2 Investigation Contingency; Extension. Buyer shall have until fifteen (15) days following the Effective Date to complete the Buyer's inspections and approve or disapprove any and all aspects of the Property ("Due Diligence Period"). Buyer's failure to timely approve or disapprove shall be deemed approval of all aspects of the Property. If Buyer disapproves the Property in writing to Seller prior to the expiration of the Due Diligence Period, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer. Title Contingency. Buyer and Seller will request that the Title Company issue the policy of title insurance for the Property showing title to the Property vested in Buyer at the Closing. However, if because the Property is a vacated public street the Title Company will not issue a Policy of Title Insurance in the name of the Buyer, Buyer and Seller agree that in such event either one of them may terminate this Agreement in which case the Buyer's Earnest Money will be returned to Buyer. Further, in such event, Buyer and Seller will attempt to develop a legal strategy to secure good insurable title in the name of Seller that it can convey to Buyer. Buyer and Seller will analyze a legal strategy possibly involving a quiet title or other action to secure clear title understanding that the legal merits of such a case would require further more detailed analysis and the filing of a lawsuit with the Superior Court of the County of San Bernardino. It is understood that if the Buyer and Seller do agree to file such a lawsuit that the Buyer would be requested to pay the attorneys' fees and other costs for the action..

SECTION 5

CLOSING DOCUMENTS; TITLE POLICY

5.1 Seller's Closing Documents. No later than 48 hours 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 Grant Deed. A Grant Deed conveying the Property to Buyer ("Grant Deed").

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

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

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

5.2 Buyer's Closing Deliveries. No later than 48 hours before the Closing Date, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

5.2.1 Closing Statement. Approval of the estimated Closing Statement.

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

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

5.2.4 Buyer's Closing Funds. The cash portion of the Purchase Price, less the Earnest Money plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing to the Escrow Holder in immediately available funds (via cashier's check or wire transfer) in accordance with an estimated closing statement consistent with this Agreement.

5.3 Title Policy. Closing is contingent upon Title Company's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Title Company'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 Title Company's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those which Seller is obligated to satisfy under this Agreement.

SECTION 6

CLOSING THE TRANSACTION

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

6.2 Closing Costs and Prorations.

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

6.2.2 Title Insurance Fees. Buyer will pay for the Title Report and the premium for an

ALTA standard coverage owner's 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.

6.2.3 Recording Fees. Buyer will pay the recording fees for recording the Grant Deed, the documentary transfer tax and any County transfer tax or similar fee, and all title clearance costs to remove liens, encumbrances or other title matters which are Seller's responsibility under this Agreement.

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

6.2.5 Miscellaneous Closing Costs. Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or, in the absence of such agreement, according to the usual and customary practice in San Bernardino County, California.

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

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

SECTION 7 ADDITIONAL COVENANTS

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

7.2 Risk of Loss. Except as to any matter caused by the act, omission, negligence or willful misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in **Section 4.2** and **Section 7.5**; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a third party will be with the Party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, the Parties agree that if such loss is greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. Alternatively, Buyer may proceed to the Closing with no reduction in the Purchase Price and accept the Property in its then current condition subject to such loss or damage. 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 applied to the Purchase Price due at Closing and paid to Seller, or (ii) in the event of termination of this Agreement the award shall be disbursed to Seller.

7.4 Brokerage. Other than as stated in this section, 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. Notwithstanding the foregoing, Ray Kottapalli (California Real Estate Broker License No. 00978654), is the "**Buyer's Broker**" who shall be compensated solely by Buyer. The Buyer shall indemnify and hold Seller harmless with respect to any payment of fee associated with the Buyer's Broker with respect to this Agreement and/or the Property. If any other Person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any Claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.

7.5 Property Sold "As Is".

7.5.1 Limitation of Seller Representations and Warranties. Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) or obligation to disclose information 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, taxes, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. If the Buyer discovers any material information that is different from what has been represented by Seller or that was not disclosed by Seller, Buyer as its sole and only remedy shall have the right to terminate this Agreement and recover its Earnest Money. *Except for Seller's express representations and warranties set forth in this Agreement* (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.

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

7.5.3

SECTION 8 REMEDIES

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

BUYER AND SELLER HEREBY AGREE THAT IF SELLER TERMINATES THIS AGREEMENT DUE TO

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

BUYER'S INITIALS: Mohan Deraiwamy
Mohan Deraiwamy (Feb 14, 2022 14:11 PST)

SELLER'S INITIALS: _____

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

SECTION 9 GENERAL PROVISIONS

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

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

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

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

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

9.7 Notices.

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

Notice to Seller shall be sent to:

Patrick Martinez, Assistant City Manager
City of Needles
817 Third Street
Needles, CA 92363

Notice to Buyer shall be sent to:

Mohan Doraiswamy
12924 Charlwood Street
Cerritos, CA 90703

Notice to Escrow Agent/Title Company shall be sent to:

Fidelity National Title Agency
3640 Highway 95, Ste. 100
Bullhead City AZ 86442
Office: 928-985-7020
Fax: 928 763 4434

Each Party may change their address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

9.8 Further Documentation. Each Party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

9.9 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for

in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to “days” shall mean calendar days unless the Agreement expressly states “business” days.

9.10 No Third-Party Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto and no such Person shall have any right or cause of action hereunder.

9.11 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

9.12 Entire Agreement. This Agreement, which includes the Exhibits constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Buyer and Seller.

[signatures on following page]

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

SELLER:

THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF NEEDLES

By: _____

Its: _____

Date: _____

BUYER:

By: Mohan Doraiswamy
Mohan Doraiswamy (Feb 14, 2022 14:38 PST)
Mohan Doraiswamy

Date: 02/04/2022

ATTEST:

Dale Jones, CMC, City Clerk/
Successor Agency Secretary

APPROVED AS TO FORM:
SBEMP LLP

John O. Pinkney, City Attorney/
Successor Agency General Counsel

ACCEPTED AND AGREED TO SOLELY
FOR PURPOSES OF ACTING AS
ESCROW AGENT:

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

TRACT 2735 LOT 5 BLOCK 5 COLONIA ZAMORA AND W 1/2 ALLEY VAC ADJ ON E

/INSERT FORMAL LEGAL DESCRIPTION FROM THE PRELIMINARY TITLE REPORT/



221 Monterey Avenue PSA 02222022

Final Audit Report

2022-02-14

| | |
|-----------------|--|
| Created: | 2022-02-14 |
| By: | Patrick martinez (pmartinez@cityofneedles.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAGbReY4lQwa_F1MrB2cNjgl_QJ2ZfdHdQ |

"221 Monterey Avenue PSA 02222022" History

-  Document created by Patrick martinez (pmartinez@cityofneedles.com)
2022-02-14 - 10:34:22 PM GMT- IP address: 69.161.204.209
-  Document emailed to Mohan Doraiswamy (mohan3@hotmail.com) for signature
2022-02-14 - 10:35:12 PM GMT
-  Email viewed by Mohan Doraiswamy (mohan3@hotmail.com)
2022-02-14 - 10:37:59 PM GMT- IP address: 47.145.111.183
-  Document e-signed by Mohan Doraiswamy (mohan3@hotmail.com)
Signature Date: 2022-02-14 - 10:38:49 PM GMT - Time Source: server- IP address: 47.145.111.183
-  Agreement completed.
2022-02-14 - 10:38:49 PM GMT



City of Needles, California Request for City Council Action

=====

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: February 22, 2022

Title: City Council Resolution 2022-19
A Resolution of the City Council of the City of Needles Denying a General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and A Resolution Denying a proposed Zone Change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also Known as APN 0185-111-084-0000.

Background: To permit the operation of the proposed cultivation and distribution facility, the processing of a General Plan Amendment and Zone Change for parcel APN 0185-111-084-0000 is required to provide consistency with the land use plan and zoning ordinance. Under the General Plan Amendment and the Zone Change, 0185-111-084-0000 would be redesignated from a Residential Medium Density (RM) designation to a Highway Commercial (CH) designation. The project site is currently vacant land, and is approximately 1.24 acres in size, located at 109 North "L" Street in the City of Needles.

On May 26, 2020 City Council Ordinance No. 629-AC , allowing marijuana cultivation in zones C-1, C-2, C-3, M-1 and M-2 with the approval of a Conditional Use Permit and a Regulatory Permit. The project site is located in the Multi-Family Residential (R-3) zone.

The matter was heard before the Planning Commission at the January 19, 2022 meeting, with written comments from community members opposed to the project and public testimony.

Written and Public Testimony to the project was in regards to the projects location not being suitable for a cannabis business in a residential neighborhood. There was also discussion regarding odors and noise being emitted from the project.

At the January 19, 2022 Planning Commission Meeting, Planning Commissioners voted 3-1 to Recommend Denial of the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and recommended denial for a proposed Zone Change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also Known as APN 0185-111-084-0000.

On January 25, 2022, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for a general plan amendment from a residential medium density (RM) designation to an industrial designation and a resolution approving a proposed zone change from multi-family residential (R-3) to light manufacturing (M-1) for the parcel located at 109 "L" street also known as APN 0185-111-084-0000, Resolution 2022-09. Testimony was taken from multiple members of the public who oppose the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial Designation and a proposed zone change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also known as APN 0185-111-084-0000 on the grounds that the

4

location is not appropriate for the uses that are associated with an Industrial General Plan Designation and a Light Manufacturing Zoning because it would destroy the character of the historic residential neighborhood and would not be in harmony with the surrounding neighborhood

Council voted to deny the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and recommended denial for a proposed Zone Change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also Known as APN 0185-111-084-0000.

General Plan Amendment Findings

- 1) *That the amendment or plan is not consistent with the intent of the goals and policies of the General Plan as a whole, and is not consistent with any element thereof;*

FINDING: The proposed General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation would be inconsistent with the elements, goals and policies of the General Plan related to Industrial uses.

- 2) *That the amendment or plan is not necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses.*

FINDING: The proposed General Plan Amendment is not necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses. The property currently has a Residential Medium Density (RM) land use and Multi-Family Residential (R-3) Zoning Designation and can be developed as such consistent with the surrounding uses.

- 3) *That the amendment or plan is not necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species;*

FINDING: The proposed GPA, is not necessary in order to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

The property can be developed residential and would be consistent with the surrounding neighborhood and uses. As Industrial designation would permit development of the property in a manner that is not consistent with or in harmony with the surrounding neighborhood, general plan designation and uses.

Zone Change Findings

The proposed Zone Change is not consistent with the City's zoning standards.

The zoning change would occur in a residential neighborhood surrounded by residential

uses and as proposed would introduce inconsistent industrial uses which would adversely affect surrounding property values and would not be in harmony with surrounding neighborhood and existing property uses and zoning.

Public Notification: A public hearing notice was published in the Needles Desert Star on January 12, 2022. Notices were sent to property owners within 300 feet of the proposed project and posted in two conspicuous locations.

Critical Timeline: The applicant's anticipated timeline is to be in production as soon as possible.

Fiscal Impact: N/A.

Environmental: Pursuant to the California Environmental Quality Act (CEQA), the attached Initial Study (IS)/Mitigated Negative Declaration (MND) was prepared to analyze the potential environmental effects of the project. An Initial Study was required for the following reasons:

- 4) the project site was not considered to be infill due to its location;
- 5) the site is relatively undisturbed and was therefore subject to an analysis of biological and cultural resources.

Based on the findings contained in that Initial Study, City Staff determined that, with the implementation of mitigation measures, there would be no substantial evidence that the project would have a significant effect on the environment, and an Original Draft IS/MND ("Original MND") was revised and a Recirculated IS/MND was prepared. A copy of the Final MND is provided.

The Original IS/MND was prepared in February 2019 for the Project and was posted to the City of Needle's website for public review and consideration. The Project proposed to apply for a general plan amendment (GPA) (from Medium Density Residential to General Commercial), zoning change (from R-3 Multi-Family Residential to C-2 General Commercial), and

Conditional Use Permit for proposed indoor cannabis cultivation facilities in accordance with the Medicinal and Adult Use Cannabis Regulation and Safety Act. The Project proposed to operate cultivation activities within up to two separate metal buildings on the 1.24-acre parcel with up to 25,000 square feet of indoor cannabis cultivation.

On March 20, 2019, the City published a Notice of Intent (NOI) to Adopt the Original IS/MND. Pursuant to Sections 15072 and 15073 of CEQA Guidelines, the Original IS/MND and NOI was distributed for a 30-day public review period, which ended on April 19, 2019. The Original IS/MND was submitted to the State Clearinghouse and Planning Unit (State Clearinghouse); responsible and trustee agencies; organizations and interested parties; and all parties who requested notice for review and comment in accordance with CEQA.

Subsequent to the public review period but prior to the hearing for the Original IS/MND, the scope of the Project changed. The Project now proposes distribution in addition to cultivation and, instead of changing the land use designation and zone to commercial, is now proposing a change to industrial. The Project proposes to operate cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project proposes to operate

distribution facilities out of one of the two buildings. The Project proposes to develop the site in two distinct phases, which are described as Phase 1 and Phase 2. Phase 1 includes both cultivation and distribution facilities, while Phase 2 includes additional cultivation facilities.

The Project would require both cannabis cultivation and cannabis distribution licenses. Therefore, the Project is now applying for a general plan amendment to change the land use designation from Medium Density Residential to Industrial, a zoning change from R-3 Multi-Family Residential to M-1 Light Manufacturing, and two Conditional Use Permits for one for cultivation and a second for distribution. As a result of the additions and changes made to the Project and the applications, the City revised the Original IS/MND to analyze the changes to the Project and address the four comment letters received regarding the Original Draft IS/MND (Recirculated MND).

The Recirculated IS/MND and Notice of Intent (NOI) to Adopt a MND was prepared and posted on the City's website and circulated to responsible agencies via the State Clearinghouse (SCH #2019039101) and direct mail for a 30-day public review and comment period starting on August 20, 2021.

The public review period for comments on the proposed adoption of the Recirculated MND closed on September 20, 2021. Comments were received from the California Department of Fish and Wildlife (CDFW). Responses to these comments are responded to in the Final Recirculated MND in signified by strikeouts (strikeouts) where text is removed and by underlined font (underlined font) where text is added. These changes do not constitute new significant information that would require the revision and recirculation of the Recirculated MND.

A Mitigation Monitoring Program (MMP) has also been prepared to ensure implementation of the mitigation measures for the project (Condition 21).

Pursuant to AB 52 and SB 18, the City completed the tribal consultation process for the proposed project. Consultation consisted of sending out letters to tribes that had previously requested consultation; notification letters were sent to five tribes.

The 29 Palms Band of Mission Indians provided a response stating that they currently had no concerns but requested any cultural reports related to the project site. The cultural report was appended to the Recirculated IS/MND. The Fort Mojave Indian Tribe (FMIT) also provided a response with questions regarding water use, dust control, project lifetime, and permits. The Draft MND included mitigation requiring a Tribal monitor be present at the site ground-disturbance phases of the project (Condition 67). The City responded to their letter on November 23, 2020 and stated the City was available to meet with the FMIT to further discuss concerns and provide the City with any additional information they believed applicable to the Project. The FMIT did not provide a response and, as a result, consultation was deemed complete.

As the Project requires an amendment to the General Plan, the City of Needles is required to consult with local tribes as the CEQA lead agency pursuant to both AB 52 and SB 18. The Project has been referred to the tribes in conformance with both AB 52 and SB 18.

Recommendation: Approve Resolution No. 2022-19 Denying a General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and A Resolution Denying a proposed Zone Change from

Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 "L" Street also Known as APN 0185-111-084-0000.

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

City Management Review: 

Date: 2/16/22

Agenda Item:

4

RESOLUTION 2022-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES DENYING A PROPOSED GENERAL PLAN AMENDMENT FROM A RESIDENTIAL MEDIUM DENSITY (RM) DESIGNATION TO AN INDUSTRIAL DESIGNATION AND A RESOLUTION DENYING A PROPOSED ZONE CHANGE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO LIGHT MANUFACTURING (M-1) FOR THE PARCEL LOCATED AT 109 L STREET ALSO KNOWN AS APN 0185-111-084-0000

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

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

WHEREAS, the parcel being considered for cannabis cultivation is currently designated Residential Medium Density and zoned Multi-Family Residential (R-3) for APN 0185-111-084-0000 (109 North "L" Street) in the City of Needles; and

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

WHEREAS, on January 19, 2022 the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to RESOLUTION No. 01-19-2022-1 PC and Resolution No. 01-19-2022-2 PC; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on Wednesday, January 12, 2022, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time, and location of the public hearing; and

WHEREAS, on January 25, 2022, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for a general plan amendment from a residential medium density (RM) designation to an industrial designation and a resolution approving a proposed zone change from multi-family residential (R-3) to light manufacturing (M-1) for the parcel located at 109 "L" street also known as APN 0185-111-084-0000, Resolution 2022-09; and

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

WHEREAS, testimony was taken from multiple members of the public who oppose the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial Designation and a proposed zone change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also known as APN 0185-111-084-0000 on the grounds that the location is not appropriate for the uses that are associated with an Industrial General Plan

Designation and a Light Manufacturing Zoning because it would destroy the character of the historic residential neighborhood and would not be in harmony with the surrounding neighborhood; and

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

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

The Project proposes to operate cultivation activities within two separate metal buildings on the 1.24-acre parcel with up- to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project proposes to operate distribution facilities out of one of the two buildings. The Project proposes to develop the site in two distinct phases, which are described as Phase 1 and Phase 2. Phase 1 includes both cultivation and distribution facilities, while Phase 2 includes additional cultivation facilities.

The Project would require both cannabis cultivation and cannabis distribution licenses. Therefore, the Project is now applying for a GPA to change the land use designation from Medium Density Residential to Industrial, a zoning change from R-3 Multi-Family Residential to M-1 Light Manufacturing, and two Conditional Use Permits for one for cultivation and a second for distribution.

SECTION 1. The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to deny a General Plan Amendment (GPA) and Zone Change (ZC):

1. *That the amendment or plan is not consistent with the intent of the goals and policies of the General Plan as a whole, and is not consistent with any element thereof;*

FINDING: The proposed General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation would be inconsistent with the elements, goals and policies of the General Plan related to Industrial uses.

2. *That the amendment or plan is not necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses.*

FINDING: The proposed General Plan Amendment is not necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses. The property currently has a Residential Medium Density (RM) land use and Multi-Family Residential (R-3) Zoning Designation and can be developed as such consistent with the surrounding uses.

3. *That the amendment or plan is not necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species;*

FINDING: The proposed GPA, is not necessary in order to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

The property can be developed residential and would be consistent with the surrounding neighborhood and uses. As Industrial designation would permit development of the property in a manner that is not consistent with or in harmony with the surrounding neighborhood, general plan designation and uses.

Zone Change Findings

The proposed Zone Change is not consistent with the City's zoning standards.

The zoning change would occur in a residential neighborhood surrounded by residential uses and as proposed would introduce inconsistent industrial uses which would adversely affect surrounding property values and would not be in harmony with surrounding neighborhood and existing property uses and zoning.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2022-19** Denying a proposed General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and Denying a proposed Zone Change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also known as APN 0185-111-084-0000 in the City of Needles, California in the County of San Bernardino.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby Denies the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and Denies the Zone Change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also Known as APN 0185-111-084-0000 in the City of Needles.

PASSED, APPROVED AND ADOPTED this 22 day of February, 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

(Seal)

Attest:

Mayor

City Clerk

Approved as to form:

City Attorney



City of Needles, California Request for City Council Action

=====

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: February 22, 2022

Title: City Council Resolution 2022-20
A Resolution of the City Council of the City of Needles Denying
a Conditional Use Permit for a 2 Phase Cannabis Cultivation Facility
located at 109 "L" Street also known as APN 0185-111-084-0000

Background: Applicant, Mr. Lucas, is proposing the construction of a cannabis cultivation and distribution facility, comprised of two (2) separate steel buildings, Building A and B, constructed in two phases, with a total structure area of 21,500 square feet, each building with a dimension of 50'x215'. The project proposes up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project proposes to operate a 440 Sq. Ft. distribution facility out of one of the two buildings. The project site is currently vacant land, and is approximately 1.25 acres in size, located at 109 North "L" Street in the City of Needles, as shown in Figure 1: Project Area.

Figure 2: Site Plan shows the plans for the building locations and arrangement. The first phase includes the construction of one 10,750 sq. ft. building, Building "A", and an identical building, Building B, would be constructed within 12 months of completion of the first building, as part of Phase 2. The metal buildings will have a maximum height of 15 feet.

The first building, building A will include three grow rooms and one veg room with a combined total 3,768 sq. ft; a 449 sq. ft cloning room, a 707 sq. ft. dry room, a 389 sq. ft. trim room, two 8-foot by 8-foot American with Disabilities Act (ADA) accessible bathroom, a 378-square-foot security room, a 247-square-foot office, a 230-square-foot men's dressing room, a 230-square-foot women's dressing room, a 353-square-foot break room, and a data room and an electrical room associated with both the cultivation and distribution operations.

The Phase 1 building would also contain a 440-square foot distribution facility (separate CUP), a 353-square-foot secured storage room, and a 172-square-foot vault that exclusively supports the distribution activities. A total of 965 square feet of the Phase 1 building is dedicated strictly to distribution operations. A total of 5,313 square feet of the Phase 1 building is dedicated strictly to the cultivation operation. The remaining 4,472 square feet of the total 10,750 square feet of the

Phase 1 building includes common hallways and the rooms that are shared by both operations.. All construction will be completed to the standards of the California Code of Regulations for commercial structures, including the installation of smoke and fire detection alarms. The building will be thoroughly insulated in order to reduce the load on the proposed air conditioning (A/C) systems.

A parking lot will be installed appurtenant to the building with access from L Street. Two ADA parking spots will be designated based on the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design which requires one spot for every twenty-five. Forty parking spaces will be provided, as well as a loading bay for each building. There is sufficient area on the east side of the parcel for these spaces. Cannabis cultivation does not fit any of the listed

#5 part one

uses in the Needles parking code, and the number of required spaces is based on peak employee shift (Ordinance 427-AC).

State-of-the-art Phresh Filter carbon filtration units will be utilized by the proposed project to remove cannabis odor from any air vented to the exterior (Condition 60). These units have been utilized successfully by other cannabis projects for odor elimination. Hyperfans, or another fan compatible with the filtration units, will be used and sized appropriately for required air circulation inside the facility. Locked dumpsters will be located exterior to the building that will be located within the security perimeter and within a trash enclosure.

Cannabis will be cultivated indoors in soil pots. The project will not include any hydroponic cultivation. Pots will be located in the grow room and will be between 1 gallon and 10 gallons in size. Cannabis plants will be hand-watered to prevent overwatering. The lighting for the plants will be raised or lowered as needed.

Noise generated from ongoing operational activities is limited to air conditioning units located on the exterior of the structures. Ten industrial 4-ton mini-split A/C units are proposed. The exact model is not known, but a couple potential models have sound pressure levels of 76 decibels (dBA) at a standard AHRI measurement distance of 3 feet (Daikin 2018). Up to ten A/C units will be running at any given time during summer months. Even with both structures in use after implementation of Phase 2 of the project, the noise at the property line is not anticipated to be greater than 60 dBA at the property line.

A minimal amount of soil, nutrients and other materials will be temporarily stored in barrels inside the facility. Deliveries will be timed so that all materials delivered will be utilized after only two to three days so that there is no long-term storage required. These will be delivered directly to the project site by a cultivation supplier. Spent soil will be recycled rendering it useless and sent to a licensed disposal facility.

The distribution facility will be contained to three rooms (see attached drawing) within the Phase 1 building. These include a vault, distribution room, and secured storage room. The vault will be used for storage of finished product, tested product ready for distribution, and untested product. The distribution room will be a holding area for finished and packaged goods ready to be shipped, and the secured storage will store finished goods ready for distribution' product must be stored in secure, vaulted facilities, and the storage rooms would meet these requirements. Distribution staff would use the common rooms, such as dressing rooms and bathrooms, shared with the cultivation operation.

The cultivation operation ends as soon as product is transferred to the distribution operation. Product is typically transferred in 100-lb increments from the cultivator to the distributor. The project will implement a track and trace system as required by the City of Needles and by the State of California. The distributor would be in contact with the dispensaries to which product would be sold. The distributor would package and label cannabis product based on dispensary needs and prepare for transportation. All proper personal protective equipment would be used by distribution operation staff. It is anticipated that the distribution operation will operate 6 hours per day, Monday through Friday. Depending on the cultivation schedule and needs of dispensaries buying cannabis product, distribution of product would occur anywhere from weekly to monthly. No on-site retail sales or manufacturing will be performed. The distribution operation will require a California cannabis distribution license.

Access to the proposed facility will be exclusively from L Street. For security purposes, no public access to the facility will be allowed (Condition 42f). Deliveries will be coordinated with on-site

employees and only conducted when employees are present during normal business hours (Condition 76).

The parcel will be lined on the north and south sides with a 6-foot masonry block wall and will be landscaped. The east and west sides, facing the streets, will be fenced with a short stub wall and wrought iron. Gates will be installed facing both streets (Condition 54).

Security cameras will be placed on each exterior corner of each building. Some cameras will be motion-activated and will turn on exterior lights if movement is detected (Condition 42a). Additional interior security system will be used in each of the main spaces. All exterior lighting will comply with the City of Needles lighting standards as outlined in Ordinance 594-AC, amended Chapter 12 of the Needles Municipal Code, and sections §8304(c) and §8304(g) of the California Code of Regulations. All installed lighting will comply with the City's lighting standards regarding the fixture type, wattage, illumination levels, and shielding, which will moderate any light generated from the project to a level that will not contribute adverse impacts to nighttime views (Condition 19).

The proposed facility will be served by water supplied by the City of Needles. The operational water needs are 5 to 7 acre-feet per year after the build-out of Phase 2. The Applicant (Mr. Lucas) will need to request a "Will Serve" letter from the City of Needles for the amount of water requested by the operation as part of the local permitting process (Condition 20). The groundwater well the City uses for the water source has sufficient capacity to meet the needs of the proposed project. Water and sanitation needs for the distribution operation consist of water and sewer for bathrooms.

The proposed facility will use City sewer lines for wastewater needs. Each facility will include a reverse osmosis water treatment system that does not employ salt. The system is high capacity and produces treated water at a 1:2 ratio with mineralized wastewater. All cultivation wastewater from the project will be disposed of through an evaporation system consisting of a 2,500-gallon hard plastic tank. Wastewater from the reverse osmosis system will be sent to external hard tanks prior to being sent into the evaporation tank. The black evaporation tank is left with the vents open so that the water will warm and evaporate off as the tank heats up. These tanks are located along the southern edge of the site, close to the southwest corner of the parcel. Alternatively, wastewater will be stored and picked up for treatment by an off-site septic company, Daniell's Septic Tank Pumping, that will transport it to a licensed disposal facility. The project will qualify for an exemption under the RWQCB State Water Board Cannabis Cultivation Policy, General Order 2017-0023-DWQ. No mineralized cultivation wastewater will be sent to the City sewer or reclaimed on site. The cultivation water system for the project will be modeled after the system currently used by the Green Acres Group within the City of Needles, which has been designed as a "zero waste" system. The amount of cultivation wastewater from this cultivation system is very minimal, as water is applied to plants in an amount that does not result in any runoff.

The proposed project will use electrical power supplied by the City of Needles Public Utility Authority. The primary use of power will be for A/C and cultivation lighting. The estimated power draw per structure is 170 kilowatts (kW). At full buildout, the total power draw is estimated at 340 kW. Backup generators will be used to power critical processes in the event of a power outage. The distribution operation will also be served by city water and local electrical utilities. The energy usage for distribution activities will be minimal compared to the energy needs for the cultivation operation.

Landscaping is proposed along all edges of the parcel and around the buildings. All landscaping will require minimal maintenance and will include palm trees, native cacti, and other native desert plants in addition to other types of plants that can be sustained by water reclaimed on-site. The project will include a reverse osmosis pre-treatment system with wastewater plumbed to exterior hard tanks for on-site landscaping irrigation, among other uses.

After the completion of Phase 1, the second phase proposes the construction of an additional structure. The timeline proposed for beginning Phase 2 is within a year of installation of the first structure under Phase 1. The second structure will be of identical size (215-foot by 50-foot), adding an additional 10,750 square feet of space for a total structure area of 21,500 square feet. With both buildings in place, the total cultivation area (grow rooms and veg rooms) will be 10,589 square feet. The Phase 2 building also includes a 383-square-foot trim room, a 760-square-foot dry room, a 501-square-foot secured storage room, and a 241-square-foot vault. The Phase 2 building will not be part of the distribution facility. Each of the buildings will have their own A/C units and carbon filtration units and will be able to be independently operated.

Parking areas may be combined, but each will have sufficient capacity for employees and staff and a designated ADA parking space. Phase I cultivation operations will require a maximum of four employees as well as the facility operator.

The operating hours of the cultivation operation will be four to six hours per day during daylight business hours. Proposed hours are between 8:00 a.m. and 2:00 p.m. or 10:00 a.m. to 2:00 p.m. each day. At full operation after Phase 2 completion, a maximum of 14 people will be on-site each day, including eight employees and two operators, and up to 4 distribution employees.

On May 26, 2020 City Council Ordinance No. 629-AC, allowing marijuana cultivation in zones C-1, C-2, C-3, M-1 and M-2 with the approval of a Conditional Use Permit and a Regulatory Permit. The parcel is zoned Multi-Family Residential (R-3) and designated Residential (Medium Density) under the General Plan land use designation.

The matter was heard before the Planning Commission at the January 19, 2022 meeting, with written comments from community members opposed to the project and public testimony.

Written and Public Testimony to the project was in regards to the projects location not being suitable for a cannabis business in a residential neighborhood. There was also discussion regarding odors and noise being emitted from the project.

At the January 19, 2022 Planning Commission Meeting, Planning Commissioners voted 3-1 to Recommend Denial of a Conditional Use Permit for a 2 Phase Cannabis Cultivation Facility located at 109 L Street also known as APN 0185-111-084-0000 and the adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

On January 25, 2022, the Needles City Council held a duly noticed and advertised public hearing for a conditional use permit for a 2 phase cannabis cultivation facility located at 109 "L" street also known as APN 0185-111-084-0000; and the adoption of a mitigated negative declaration and mitigation monitoring and reporting program, Resolution 2022-11.

Testimony was taken from multiple members of the public and surrounding property owners and residents who oppose the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial Designation and a proposed zone change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also

known as APN 0185-111-084-0000 on the grounds that the location is not appropriate for the uses that are associated with an Industrial General Plan Designation and a Light Manufacturing Zoning because it would adversely impact and destroy the character of the historic residential neighborhood, would not be in harmony with the surrounding neighborhood and residential properties and would adversely impact property values of surrounding parcels

Council voted to deny the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and deny the proposed Zone Change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also Known as APN 0185-111-084-0000.

The Project Site cannot receive a Conditional Use Permit for cultivation facility without the proposed General Plan Amendment and the Zone Change at the Site. The Site is located within the Multi-Family Residential (R-3) zone, per City Council Ordinance No. 629-AC, allowing cannabis cultivation in only zones C-1, C-2, C-3, M-1 and M-2 with the approval of a Conditional Use Permit and a Regulatory Permit. The parcel is zoned Multi-Family Residential (R-3) and designated Residential (Medium Density) under the General Plan land use designation which does not allow for cannabis businesses to operate.

Findings:

- A. That the requested permit is not within its jurisdiction according to the table of permissible uses.*

FINDING: The proposed project, which includes the cultivation of cannabis, is zoned Multi-Family Residential (R-3) which does not permit cannabis cultivation with a Conditional Use Permit (CUP) and a Regulatory Permit in accordance with Ordinance No. 629-AC.

- B. The Application is Complete*

FINDING: The applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed development for the construction of a two-phase, two building, Building A and B, with a total structure area of 21,500 square feet indoor cannabis cultivation facility, which have been incorporated into this Staff Report (Figures 2 and 3). The project proposes up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet).

- C. The development is not in general conformity with the Needles General Plan.*

FINDING: The proposed project, which includes the cultivation of cannabis, is currently located in a Residential Medium Density (RM) land use designation. The land use designation is not consistent with uses identified in the General Plan designation through the adoption of Ordinance No. 629-AC, which allows for cultivation facilities to operate within a C1, C2, C3, M1, and M2 designated zone, thereby making the project inconsistency with the General Plan.

D. The development is not in harmony with the area in which it is located.

FINDING: The Project proposes to operate cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project is located in a primarily residential neighborhood surrounded by residential uses and as proposed would introduce inconsistent industrial uses which would adversely affect surrounding property values and would not be in harmony with the surrounding neighborhood or existing residential property uses and zoning.

The proposed project is inconsistent with the uses occurring in the vicinity of the project site.

E. The development will materially endanger the public health or safety.

FINDING: The Project Site is located in a developed area of the City with residential structures, sidewalks, streets, and power poles all immediately adjacent. The proposed project would adversely impact and cause disturbances to the public health, safety and welfare in that it would cause unwanted noise, odors, dust, traffic and commercial activity and uses in a historic residential neighborhood.

F. The development will substantially injure the value of adjoining or abutting properties.

FINDING: The Project Site will include cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet) in Multi-Family Residential (R-3) zone and historic residential neighborhood. The proposed project would substantially injure the value of adjoining or abutting properties.

The Project Site location is not appropriate for the uses that are associated with the Project Site because it would destroy the character of the historic residential neighborhood and would not be in harmony with the surrounding neighborhood and residential properties.

Significant testimony was taken from the community and the council on the grounds the Project Site is not an appropriate area for a cannabis cultivation and is not properly zoned. The parcels surrounding the project site to the north, east, and south contain single-story residences, generally 15 to 20 feet in height. The project site is also within 550 feet of Ed Parry Park, which is located to the southeast of the Project.

Public Notification:

A public hearing notice was published in the Needles Desert Star on January 12, 2022, posted in two conspicuous locations within the city and mailed to property owners within 300' of the project site.

Fiscal Impact:

1. The 10% of gross sales of medical marijuana business tax (voter approved (2012)).

2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 15% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental:

Pursuant to the California Environmental Quality Act (CEQA), the attached Initial Study (IS)/Mitigated Negative Declaration (MND) was prepared to analyze the potential environmental effects of the project (Attachment 2).

An Initial Study was required for the following reasons:

- 1) the project site was not considered to be infill due to its location;
- 2) the site is relatively undisturbed and was therefore subject to an analysis of biological and cultural resources.

Based on the findings contained in that Initial Study, City Staff determined that, with the implementation of mitigation measures, there would be no substantial evidence that the project would have a significant effect on the environment, and a preliminary draft IS/MND ("Original MND") was revised and a Recirculated IS/MND was prepared. A copy of the Final MND is provided.

The Original IS/MND was prepared in February 2019 for the Project and was posted to the City of Needle's website for public review and consideration. The Project proposed to apply for a general plan amendment (GPA) (from Medium Density Residential to General Commercial), zoning change (from R-3 Multi-Family Residential to C-2 General Commercial), and Conditional Use Permit for proposed indoor cannabis cultivation facilities in accordance with the Medicinal and Adult Use Cannabis Regulation and Safety Act. The Project proposed to operate cultivation activities within up to two separate metal buildings on the 1.24-acre parcel with up to 25,000 square feet of indoor cannabis cultivation.

On March 20, 2019, the City published a Notice of Intent (NOI) to Adopt the Original IS/MND. Pursuant to Sections 15072 and 15073 of CEQA Guidelines, the Original IS/MND and NOI was distributed for a 30-day public review period, which ended on April 19, 2019. The Original IS/MND was submitted to the State Clearinghouse and Planning Unit (State Clearinghouse); responsible and trustee agencies; organizations and interested parties; and all parties who requested notice for review and comment in accordance with CEQA.

Subsequent to the public review period but prior to the hearing for the Original IS/MND, the scope of the Project changed. The Project now proposes distribution in addition to cultivation and, instead of changing the land use designation and zone to commercial, is now proposing a change to industrial. The Project proposes to operate cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project proposes to operate distribution facility out of one of the two buildings. The Project proposes to develop the site in two distinct phases, which are described as Phase 1 and Phase 2. Phase 1 includes both cultivation and distribution facilities, while Phase 2 includes additional cultivation facilities.

The Project would require both cannabis cultivation and cannabis distribution licenses. Therefore, the Project is now applying for a general plan amendment to change the land use designation from Medium Density Residential to Industrial, a zoning change from R-3 Multi-Family Residential to M-1 Light Manufacturing, and two Conditional Use Permits for one for cultivation and a second for distribution. As a result of the additions and changes made to the Project and the applications, the City revised the Original IS/MND to analyze the changes to the Project and address the four comment letters received regarding the Original Draft IS/MND (Recirculated MND). The Recirculated IS/MND and Notice of Intent (NOI) to Adopt a MND was prepared and posted on the City's website and circulated to responsible agencies via the State Clearinghouse (SCH #2019039101) and direct mail for a 30-day public review and comment period starting on August 20, 2021.

A Mitigation Monitoring Program (MMP) has also been prepared to ensure implementation of the mitigation measures for the project (Condition 21).

The public review period for comments on the proposed adoption of the Recirculated MND closed on September 20, 2021. Comments were received from the California Department of Fish and Wildlife (CDFW). Responses these comments are responded to in the Final Recirculated MND in signified by strikeouts (strikeouts) where text is removed and by underlined font (underlined font) where text is added. These changes do not constitute new significant information that would require the revision and recirculation of the Recirculated MND.

Pursuant to AB 52 and SB 18, the City completed the tribal consultation process for the proposed project. Consultation consisted of sending out letters to tribes that had previously requested consultation; notification letters were sent to five tribes.

The 29 Palms Band of Mission Indians provided a response stating that they currently had no concerns but requested any cultural reports related to the project site. The cultural report was appended to the Recirculated IS/MND. The Fort Mojave Indian Tribe (FMIT) also provided a response with questions regarding water use, dust control, project lifetime, and permits. The Draft MND included mitigation requiring a Tribal monitor be present at the site ground-disturbance phases of the project (Condition 67). The City responded to their letter on November 23, 2020 and stated the City was available to meet with the FMIT to further discuss concerns and provide the City with any additional information they believed applicable to the Project. The FMIT did not provide a response and, as a result, consultation was deemed complete.

As the Project requires an amendment to the General Plan, the City of Needles is required to consult with local tribes as the CEQA lead agency pursuant to both AB 52 and SB 18. The Project has been referred to the tribes in conformance with both AB 52 and SB 18.

Recommendation: Approve Resolution 2022-20 Denying a Conditional Use Permit for a 2 Phase Cannabis Cultivation Facility located at 109 L Street also known as APN 0185-111-084-0000

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

City Management Review: Rex **Date:** 2/16/22

Agenda Item: 5

RESOLUTION 2022-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES DENYING A CONDITIONAL USE PERMIT FOR A 2 PHASE CANNABIS CULTIVATION FACILITY LOCATED AT 109 L STREET ALSO KNOWN AS APN 0185-111-084-0000;

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

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

WHEREAS the parcel being considered for cannabis cultivation is currently zoned Multi-Family Residential (R-3) for APN 0185-111-084-0000 and is currently vacant land, and is approximately 1.25 acres in size, located at 109 North "L" Street in the City of Needles; and

WHEREAS a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on January 5, 2022, at least 10 days prior to said meeting, posted in two conspicuous locations within the city, and mailed to property owners within 300' of the project site; and

WHEREAS, on January 19, 2022 the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to RESOLUTION 01-19-2022-3 PC; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on Wednesday, January 12, 2022, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time, and location of the public hearing; and

WHEREAS, on January 25, 2022, the Needles City Council held a duly noticed and advertised public hearing for a conditional use permit for a 2 phase cannabis cultivation facility located at 109 "L" street also known as APN 0185-111-084-0000; and the adoption of a mitigated negative declaration and mitigation monitoring and reporting program, Resolution 2022-11; and

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

WHEREAS, testimony was taken from multiple members of the public and surrounding property owners and residents who oppose the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial Designation and a proposed zone change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for

the parcel located at 109 L Street also known as APN 0185-111-084-0000 on the grounds that the location is not appropriate for the uses that are associated with an Industrial General Plan Designation and a Light Manufacturing Zoning because it would adversely impact and destroy the character of the historic residential neighborhood, would not be in harmony with the surrounding neighborhood and residential properties and would adversely impact property values of surrounding parcels; and

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

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

The Project proposes to operate cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project proposes to operate distribution facilities out of one of the two buildings. The Project proposes to develop the site in two distinct phases, which are described as Phase 1 and Phase 2. Phase 1 includes both cultivation and distribution facilities, while Phase 2 includes additional cultivation facilities.

The Project would require both cannabis cultivation and cannabis distribution licenses. Therefore, the Project is now applying for a general plan amendment to change the land use designation from Medium Density Residential to Industrial, a zoning change from R-3 Multi-Family Residential to M-1 Light Manufacturing, and two Conditional Use Permits with one for cultivation and a second for distribution.

SECTION 1. The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts exist to Deny a Conditional Use Permit (CUP) for a Cannabis Cultivation Business, according to the criteria specified in Section 94.07(d) of the Needles City Code:

A. That the requested permit is not within its jurisdiction according to the table of permissible uses.

FINDING: The proposed project, which includes the cultivation of cannabis, is zoned Multi-Family Residential (R-3) which does not permit cannabis cultivation with a Conditional Use Permit (CUP) and a Regulatory Permit in accordance with Ordinance No. 629-AC.

B. The Application is Complete

FINDING: The applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed development for the construction of a two-phase, two building, Building A and B, with a total structure area of 21,500 square feet indoor cannabis cultivation facility, which have been incorporated into this Staff Report (Figures 2 and 3). The

project proposes up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet).

C. The development is not in general conformity with the Needles General Plan.

FINDING: The proposed project, which includes the cultivation of cannabis, is currently located in a Residential Medium Density (RM) land use designation. The land use designation is not consistent with uses identified in the General Plan designation through the adoption of Ordinance No. 629-AC, which allows for cultivation facilities to operate within a C1, C2, C3, M1, and M2 designated zone, thereby making the project inconsistent with the General Plan.

D. The development is not in harmony with the area in which it is located.

FINDING: The Project proposes to operate cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project is located in a primarily residential neighborhood surrounded by residential uses and as proposed would introduce inconsistent industrial uses which would adversely affect surrounding property values and would not be in harmony with the surrounding neighborhood or existing residential property uses and zoning.

The proposed project is inconsistent with the uses occurring in the vicinity of the project site.

E. The development will materially endanger the public health or safety.

FINDING: The Project Site is located in a developed area of the City with residential structures, sidewalks, streets, and power poles all immediately adjacent. The proposed project would adversely impact and cause disturbances to the public health, safety and welfare in that it would cause unwanted noise, odors, dust, traffic and commercial activity and uses in a historic residential neighborhood.

F. The development will substantially injure the value of adjoining or abutting properties.

FINDING: The Project Site will include cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet) in Multi-Family Residential (R-3) zone and historic residential neighborhood. The proposed project would substantially injure the value of adjoining or abutting properties.

The Project Site location is not appropriate for the uses that are associated with the Project Site because it would destroy the character of the historic residential neighborhood and would not be in harmony with the surrounding neighborhood and residential properties.

Significant testimony was taken from the community and the council on the grounds the Project Site is not an appropriate area for a cannabis cultivation and is not properly zoned. The parcels surrounding the project site to the north, east, and south contain single-story residences, generally 15 to 20 feet in height. The project site is also within 550 feet of Ed Parry Park, which is located to the southeast of the Project.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2022-20 Denying** the Conditional Use Permit for a 2-phase cannabis cultivation facility located at 109 L street also known as APN 0185-111-084-0000.

PASSED, APPROVED AND ADOPTED this 22 day of February 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: February 22, 2022

Title: City Council Resolution 2022-21
A Resolution of the City Council of the City of Needles Denying a Conditional Use Permit for a 440 Sq. Ft. Cannabis Distribution Facility located at 109 L Street also known as APN 0185-111-084-0000

Background:

Applicant, Mark Hannawi, is proposing the construction of a cannabis distribution facility, comprised of two (2) separate steel buildings, Building A and B, constructed in two phases, with a total structure area of 21,500 square feet, each building with a dimension of 50'x215'. The project proposes up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project proposes to operate distribution facility in Building A. The project site is currently vacant land, and is approximately 1.25 acres in size, located at 109 N "L" Street in the City of Needles, as shown in Figure 1: Project Area.

Figure 2: Site Plan shows the plans for the building locations and arrangement. The first phase includes the construction of one 10,750 sq. ft. building, Building "A", and an identical building, Building B, would be constructed within 12 months of completion of the first building, as part of Phase 2... The metal buildings will have a maximum height of 15 feet.

The first building, building A will include three grow rooms and one veg room with a combined total 3,768 sq. ft; a 449 sq. ft cloning room, a 707 sq. ft. dry room, a 389 sq. ft. trim room, two 8-foot by 8-foot American with Disabilities Act (ADA) accessible bathroom, a 378-square-foot security room, a 247-square-foot office, a 230-square-foot men's dressing room, a 230-square-foot women's dressing room, a 353-square-foot break room, and a data room and an electrical room associated with both the cultivation and distribution operations. The Phase 1 building would also contain a 440-square foot distribution facility, a 353-square-foot secured storage room, and a 172-square-foot vault that exclusively support the distribution activities. A total of 965 square feet of the Phase 1 building is dedicated strictly to distribution operations. A total of 5,313 square feet of the Phase 1 building is dedicated strictly to the cultivation operation. The remaining 4,472 square feet of the total 10,750 square feet of the Phase 1 building includes common hallways and the rooms that are shared by both operations.

All construction will be completed to the standards of the California Code of Regulations for commercial structures, including the installation of smoke and fire detection alarms. The building will be thoroughly insulated in order to reduce the load on the proposed air conditioning (A/C) systems.

A parking lot will be installed appurtenant to the building with access from L Street. Two ADA parking spots will be designated based on the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design which requires one spot for every twenty-five. Forty parking spaces will be provided, as well as a loading bay for each building. There is sufficient area on the east side of the parcel for these spaces. Cannabis distribution does not fit any of the listed uses in the Needles parking code, and the number of required spaces is based on peak employee shift (Ordinance 427-AC).

*5 part two

State-of-the-art Phresh Filter carbon filtration units will be utilized by the proposed project to remove cannabis odor from any air vented to the exterior (Condition 60). These units have been utilized successfully by other cannabis projects for odor elimination. Hyperfans, or another fan compatible with the filtration units, will be used and sized appropriately for required air circulation inside the facility. Locked dumpsters will be located exterior to the building that will be located within the security perimeter and within a trash enclosure.

Cannabis will be cultivated indoors in soil pots. The project will not include any hydroponic cultivation. Pots will be located in the grow room and will be between 1 gallon and 10 gallons in size. Cannabis plants will be hand-watered to prevent overwatering. The lighting for the plants will be raised or lowered as needed.

Noise generated from ongoing operational activities is limited to air conditioning units located on the exterior of the structures. Ten industrial 4-ton mini-split A/C units are proposed. The exact model is not known, but a couple potential models have sound pressure levels of 76 decibels (dBA) at a standard AHRI measurement distance of 3 feet (Daikin 2018). Up to ten A/C units will be running at any given time during summer months. Even with both structures in use after implementation of Phase 2 of the project, the noise at the property line is not anticipated to be greater than 60 dBA at the property line.

A minimal amount of soil, nutrients and other materials will be temporarily stored in barrels inside the facility. Deliveries will be timed so that all materials delivered will be utilized after only two to three days so that there is no long-term storage required. These will be delivered directly to the project site by a cultivation supplier. Spent soil will be recycled rendering it useless and sent to a licensed disposal facility.

The distribution facility operations will be contained to three rooms within the Phase 1 building. These include a vault, distribution room, and secured storage room. The vault will be used for storage of finished product, tested product ready for distribution, and untested product. The distribution room will be a holding area for finished and packaged goods ready to be shipped, and the secured storage will store finished goods ready for distribution. Product must be stored in secure, vaulted facilities, and the storage rooms would meet these requirements. Distribution staff would use the common rooms, such as dressing rooms and bathrooms, shared with the cultivation operation.

The cultivation operation ends as soon as product is transferred to the distribution operation. Product is typically transferred in 100-lb increments from the cultivator to the distributor. The project will implement a track and trace system as required by the City of Needles and by the State of California. The distributor would be in contact with the dispensaries to which product would be sold. The distributor would package and label cannabis product based on dispensary needs and prepare for transportation. All proper personal protective equipment would be used by distribution operation staff. It is anticipated that the distribution operation will operate 6 hours per day, Monday through Friday. Depending on the cultivation schedule and needs of dispensaries buying cannabis product, distribution of product would occur anywhere from weekly to monthly. No on-site retail sales or manufacturing will be performed. The distribution operation will require a California cannabis distribution license.

Access to the proposed facility will be exclusively from L Street. For security purposes, no public access to the facility will be allowed (Condition 42f). Deliveries will be coordinated with on-site employees and only conducted when employees are present during normal business hours (Condition 76).

The parcel will be lined on the north and south sides with a 6-foot masonry block wall and will be landscaped. The east and west sides, facing the streets, will be fenced with a short stub wall and wrought iron. Gates will be installed facing both streets (Condition 54).

Security cameras will be placed on each exterior corner of each building. Some cameras will be motion-activated and will turn on exterior lights if movement is detected (Condition 42a). Additional interior security system will be used in each of the main spaces. All exterior lighting will comply with the City of Needles lighting standards as outlined in Ordinance 594-AC, amended Chapter 12 of the Needles Municipal Code, and sections §8304(c) and §8304(g) of the California Code of Regulations. All installed lighting will comply with the City's lighting standards regarding the fixture type, wattage, illumination levels, and shielding, which will moderate any light generated from the project to a level that will not contribute adverse impacts to nighttime views (Condition 19).

The proposed facility will be served by water supplied by the City of Needles. The operational water needs are 5 to 7 acre-feet per year after the build-out of Phase 2. The Applicant (Mr. Hannawi) will need to request a "Will Serve" letter from the City of Needles for the amount of water requested by the operation as part of the local permitting process (Condition 20). The groundwater well the City uses for the water source has sufficient capacity to meet the needs of the proposed project. Water and sanitation needs for the distribution operation consist of water and sewer for bathrooms.

The proposed facility will use City sewer lines for wastewater needs. Each facility will include a reverse osmosis water treatment system that does not employ salt. The system is high capacity and produces treated water at a 1:2 ratio with mineralized wastewater. All cultivation wastewater from the project will be disposed of through an evaporation system consisting of a 2,500-gallon hard plastic tank. Wastewater from the reverse osmosis system will be sent to external hard tanks prior to being sent into the evaporation tank. The black evaporation tank is left with the vents open so that the water will warm and evaporate off as the tank heats up. These tanks are located along the southern edge of the site, close to the southwest corner of the parcel. Alternatively, wastewater will be stored and picked up for treatment by an off-site by a septic company, Daniell's Septic Tank Pumping, that will transport it to a licensed disposal facility. The project will qualify for an exemption under the RWQCB State Water Board Cannabis Cultivation Policy, General Order 2017-0023-DWQ. No mineralized cultivation wastewater will be sent to the City sewer or reclaimed on site. The cultivation water system for the project will be modeled after the system currently used by the Green Acres Group within the City of Needles, which has been designed as a "zero waste" system. The amount of cultivation wastewater from this cultivation system is very minimal, as water is applied to plants in an amount that does not result in any runoff.

The proposed project will use electrical power supplied by the City of Needles Public Utility Authority. The primary use of power will be for A/C and cultivation lighting. The estimated power draw per structure is 170 kilowatts (kW). At full buildout, the total power draw is estimated at 340 kW. Backup generators will be used to power critical processes in the event of a power outage. The distribution operation will also be served by city water and local electrical utilities. The energy usage for distribution activities will be minimal compared to the energy needs for the cultivation operation.

Landscaping is proposed along all edges of the parcel and around the buildings. All landscaping will require minimal maintenance and will include palm trees, native cacti, and other native desert plants in addition to other types of plants that can be sustained by water reclaimed on-site. The project will include a reverse osmosis pre-treatment system with wastewater plumbed to exterior hard tanks for on-site landscaping irrigation, among other uses.

After the completion of Phase 1, the second phase proposes the construction of an additional structure. The timeline proposed for beginning Phase 2 is within a year of installation of the first structure under Phase 1. The second structure will be of identical size (215-foot by 50-foot), adding an additional 10,750 square feet of space for a total structure area of 21,500 square feet. With both buildings in place, the total cultivation area (grow rooms and veg rooms) will be 10,589 square feet. The Phase 2 building also includes a 383-square-foot trim room, a 760-square-foot dry room, a 501-square-foot secured storage

room, and a 241-square-foot vault. The Phase 2 building will not include any of the distribution operations. Each of the buildings will have their own A/C units and carbon filtration units and will be able to be independently operated.

Parking areas may be combined, but each will have sufficient capacity for employees and staff and a designated ADA parking space.. Phase I cultivation operations will require a maximum of four employees as well as the facility operator. The operating hours of the cultivation operation will be four to six hours per day during daylight business hours. Proposed hours are between 8:00 a.m. and 2:00 p.m. or 10:00 a.m. to 2:00 p.m. each day. At full operation after Phase 2 completion, a maximum of 14 people will be on-site each day, including eight employees and two operators, and up to 4 distribution employees.

On May 26, 2020, the City Council adopted Ordinance No. 629-AC, allowing cannabis distribution in zones C-1, C-2, C-3, M-1 and M-2 with the approval of a Conditional Use Permit and a Regulatory Permit. The parcel is zoned Multi-Family Residential (R-3) and designated Residential (Medium Density) under the General Plan land use designation. The application proposes a General Plan amendment to change the land use designation to Industrial and a Zoning Change to M-1 Light Manufacturing.

The matter was heard before the Planning Commission at the January 19, 2022 meeting, with written comments from community members opposed to the project and public testimony.

Written and Public Testimony to the project was in regards to the projects location not being suitable for a cannabis business in a residential neighborhood. There was also discussion regarding odors and noise being emitted from the project.

At the January 19, 2022 Planning Commission Meeting, Planning Commissioners voted 3-1 to Recommend Denial of the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and recommended denial for a proposed Zone Change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also Known as APN 0185-111-084-0000.

The matter was heard before the Planning Commission at the January 19, 2022 meeting, with written comments from community members opposed to the project and public testimony.

Written and Public Testimony to the project was in regards to the projects location not being suitable for a cannabis business in a residential neighborhood. There was also discussion regarding odors and noise being emitted from the project.

At the January 19, 2022 Planning Commission Meeting, Planning Commissioners voted 3-1 to Recommend Denial of a Conditional Use Permit for a 440 Sq. Ft. Cannabis Distribution Facility located at 109 L Street also known as APN 0185-111-084-0000 and the adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

on January 25, 2022, the Needles City Council held a duly noticed and advertised public hearing a conditional use permit for a 440 sq. ft. cannabis distribution facility located at 109 "L" street also known as APN 0185-111-084-0000; and the adoption of a mitigated negative declaration and mitigation monitoring and reporting program, Resolution 2022-12. Testimony was taken from multiple members of the public and surrounding property owners and residents who oppose the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial Designation and a proposed zone change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also

known as APN 0185-111-084-0000 on the grounds that the location is not appropriate for the uses that are associated with an Industrial General Plan Designation and a Light Manufacturing Zoning because it would adversely impact and destroy the character of the historic residential neighborhood and would not be in harmony with the surrounding neighborhood and residential properties and would adversely impact property values of surrounding parcels

Council voted to deny the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial designation and deny the proposed Zone Change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 "L" Street also Known as APN 0185-111-084-0000.

The Project Site cannot receive a Conditional Use Permit for distribution facility without the proposed General Plan Amendment and the Zone Change at the Site. The Site is located within the Multi-Family Residential (R-3) zone, per City Council Ordinance No. 629-AC, allowing cannabis cultivation in only zones C-1, C-2, C-3, M-1 and M-2 with the approval of a Conditional Use Permit and a Regulatory Permit. The parcel is zoned Multi-Family Residential (R-3) and designated Residential (Medium Density) under the General Plan land use designation which does not allow for cannabis businesses to operate.

Findings:

- A. That the requested permit is not within its jurisdiction according to the table of permissible uses.*

FINDING: The proposed project, which includes the distribution of cannabis, is zoned Multi-Family Residential (R-3) which does not permit cannabis cultivation with a Conditional Use Permit (CUP) and a Regulatory Permit in accordance with Ordinance No. 629-AC.

- B. The Application is Complete*

FINDING: The applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed development for the construction of a two-phase, two building, Building A and B, with a total structure area of 21,500 square feet (Figures 2 and 3). The Project proposes to operate distribution facility in Building A. Building A will also have 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet).

- C. The development is not in general conformity with the Needles General Plan.*

FINDING: The proposed project, which includes the distribution of cannabis, is currently located in a Residential Medium Density (RM) land use designation. The land use designation is not consistent with uses identified in the General Plan designation through the adoption of Ordinance No. 629-AC, which allows for distribution facilities to operate within a C1, C2, C3, M1, and M2 designated zone, thereby making the project inconsistency with the General Plan.

- D. The development is not in harmony with the area in which it is located.*

FINDING: The Project proposes to operate distribution activities within 440 Sq. Ft. out of one of the two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project is located in a primarily residential neighborhood surrounded by residential uses and as proposed would introduce inconsistent industrial uses which would adversely affect surrounding property values and would not be in harmony with the surrounding neighborhood or existing residential property uses and zoning.

The proposed project is inconsistent with the uses occurring in the vicinity of the project site.

E. The development will materially endanger the public health or safety.

FINDING: The Project Site is located in a developed area of the City with residential structures, sidewalks, streets, and power poles all immediately adjacent. The proposed project would adversely impact and cause disturbances to the public health, safety and welfare in that it would cause unwanted noise, odors, dust, traffic and commercial activity and uses in a historic residential neighborhood.

F. The development will substantially injure the value of adjoining or abutting properties.

FINDING: The Project Site will include distribution activities within one of the two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet) in a Multi-Family Residential (R-3) zone and historic residential neighborhood. The proposed project would substantially injure the value of adjoining or abutting properties.

The Project Site location is not appropriate for the uses that are associated with the Project Site because it would destroy the character of the historic residential neighborhood and would not be in harmony with the surrounding neighborhood and residential properties.

Significant testimony was taken from the community and the council on the grounds the Project Site is not an appropriate area for a cannabis cultivation and is not properly zoned. The parcels surrounding the project site to the north, east, and south contain single-story residences, generally 15 to 20 feet in height. The project site is also within 550 feet of Ed Parry Park, which is located to the southeast of the Project.

Public Notification:

A public hearing notice was published in the Needles Desert Star on January 12, 2022, posted in two conspicuous locations within the city and mailed to property owners within 300 feet of the project site.

Fiscal Impact:

1. The 10% of gross sales of medical marijuana business tax (voter approved (2012)).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 15% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.

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

Environmental:

Pursuant to the California Environmental Quality Act (CEQA), the attached Initial Study (IS)/Mitigated Negative Declaration (MND) was prepared to analyze the potential environmental effects of the project (Attachment 2).

An Initial Study was required for the following reasons:

- 1) the project site was not considered to be infill due to its location;
- 2) the site is relatively undisturbed and was therefore subject to an analysis of biological and cultural resources.

Based on the findings contained in that Initial Study, City Staff determined that, with the implementation of mitigation measures, there would be no substantial evidence that the project would have a significant effect on the environment, and a preliminary draft IS/MND ("Original MND") was revised and a Recirculated IS/MND was prepared. A copy of the Final MND is provided.

The Original IS/MND was prepared in February 2019 for the Project and was posted to the City of Needle's website for public review and consideration. The Project proposed to apply for a general plan amendment (GPA) (from Medium Density Residential to General Commercial), zoning change (from R-3 Multi-Family Residential to C-2 General Commercial), and Conditional Use Permit for proposed indoor cannabis cultivation facilities in accordance with the Medicinal and Adult Use Cannabis Regulation and Safety Act. The Project proposed to operate cultivation activities within up to two separate metal buildings on the 1.24-acre parcel with up to 25,000 square feet of indoor cannabis cultivation.

On March 20, 2019, the City published a Notice of Intent (NOI) to Adopt the Original IS/MND. Pursuant to Sections 15072 and 15073 of CEQA Guidelines, the Original IS/MND and NOI was distributed for a 30-day public review period, which ended on April 19, 2019. The Original IS/MND was submitted to the State Clearinghouse and Planning Unit (State Clearinghouse); responsible and trustee agencies; organizations and interested parties; and all parties who requested notice for review and comment in accordance with CEQA.

Subsequent to the public review period but prior to the hearing for the Original IS/MND, the scope of the Project changed. The Project now proposes distribution in addition to cultivation and, instead of changing the land use designation and zone to commercial, is now proposing a change to industrial. The Project proposes to operate cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project proposes to operate distribution facilities out of one of the two buildings. The Project proposes to develop the site in two distinct phases, which are described as Phase 1 and Phase 2. Phase 1 includes both cultivation and distribution facilities, while Phase 2 includes additional cultivation facilities.

The Project would require both cannabis cultivation and cannabis distribution licenses. Therefore, the Project is now applying for a general plan amendment to change the land use designation from Medium Density Residential to Industrial, a zoning change from R-3 Multi-Family Residential to M-1 Light Manufacturing, and two Conditional Use Permits for one for cultivation and a second for distribution. As a result of the additions and changes made to the Project and the applications, the City revised the Original IS/MND to analyze the changes to the Project and address the four comment letters received regarding the Original Draft IS/MND (Recirculated MND). The Recirculated IS/MND and Notice of

Intent (NOI) to Adopt a MND was prepared and posted on the City's website and circulated to responsible agencies via the State Clearinghouse (SCH #2019039101) and direct mail for a 30-day public review and comment period starting on August 20, 2021.

A Mitigation Monitoring Program (MMP) has also been prepared to ensure implementation of the mitigation measures for the project (Condition 21).

The public review period for comments on the proposed adoption of the Recirculated MND closed on September 20, 2021. Comments were received from the California Department of Fish and Wildlife (CDFW). Responses these comments are responded to in the Final Recirculated MND in signified by strikeouts (strikeouts) where text is removed and by underlined font (underlined font) where text is added. These changes do not constitute new significant information that would require the revision and recirculation of the Recirculated MND.

Pursuant to AB 52 and SB 18, the City completed the tribal consultation process for the proposed project. Consultation consisted of sending out letters to tribes that had previously requested consultation; notification letters were sent to five tribes.

The 29 Palms Band of Mission Indians provided a response stating that they currently had no concerns but requested any cultural reports related to the project site. The cultural report was appended to the Recirculated IS/MND. The Fort Mojave Indian Tribe (FMIT) also provided a response with questions regarding water use, dust control, project lifetime, and permits. The Draft MND included mitigation requiring a Tribal monitor be present at the site ground-disturbance phases of the project (Condition 67). The City responded to their letter on November 23, 2020 and stated the City was available to meet with the FMIT to further discuss concerns and provide the City with any additional information they believed applicable to the Project. The FMIT did not provide a response and, as a result, consultation was deemed complete.

As the Project requires an amendment to the General Plan, the City of Needles is required to consult with local tribes as the CEQA lead agency pursuant to both AB 52 and SB 18. The Project has been referred to the tribes in conformance with both AB 52 and SB 18.

Recommendation: Approve Resolution 2022-21 Denying a Conditional Use Permit for a 440 Sq. Ft. Cannabis Distribution Facility located at 109 L Street also known as APN 0185-111-084-0000

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

City Management Review:



Date:



Agenda Item:



RESOLUTION 2022-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES DENYING A CONDITIONAL USE PERMIT FOR A 440 SQ. FT. CANNABIS DISTRIBUTION FACILITY LOCATED AT 109 L STREET ALSO KNOWN AS APN 0185-111-084-0000

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

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

WHEREAS the parcel being considered for cannabis distribution is currently zoned Multi-Family Residential (R-3) for APN 0185-111-084-0000, currently vacant land and is approximately 1.25 acres in size, located at 109 North "L" Street in the City of Needles; and

WHEREAS a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on January 5, 2022, at least 10 days prior to said meeting, posted in two conspicuous locations within the city, and mailed to property owners within 300' of the project site; and

WHEREAS, on January 19, 2022, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to RESOLUTION 01-19-2022-4 PC; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on Wednesday, January 12, 2022, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time, and location of the public hearing; and

WHEREAS, on January 25, 2022, the Needles City Council held a duly noticed and advertised public hearing a conditional use permit for a 440 sq. ft. cannabis distribution facility located at 109 "L" street also known as APN 0185-111-084-0000; and the adoption of a mitigated negative declaration and mitigation monitoring and reporting program, Resolution 2022-12, and

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

WHEREAS, testimony was taken from multiple members of the public and surrounding property owners and residents who oppose the General Plan Amendment from a Residential Medium Density (RM) designation to an Industrial Designation and a proposed zone change from Multi-Family Residential (R-3) to Light Manufacturing (M-1) for the parcel located at 109 L Street also known as APN 0185-111-084-0000 on the grounds that the location is not appropriate for the uses that are associated with an Industrial General Plan Designation and a Light Manufacturing Zoning because it would adversely impact and destroy the character of the historic residential neighborhood and would not be in harmony with the surrounding neighborhood and residential properties and would adversely impact property values of surrounding parcels; and

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

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

The Project proposes to operate distribution and cultivation activities within two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project proposes to operate distribution facilities out of one of the two buildings. The Project proposes to develop the site in two distinct phases, which are described as Phase 1 and Phase 2. Phase 1 includes both cultivation and distribution facilities, while Phase 2 includes additional cultivation facilities.

The Project would require both cannabis cultivation and cannabis distribution licenses. Therefore, the Project is now applying for a general plan amendment to change the land use designation from Medium Density Residential to Industrial, a zoning change from R-3 Multi-Family Residential to M-1 Light Manufacturing, and two Conditional Use Permits with one for cultivation and a second for distribution.

SECTION 1. The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts exist to Deny a Conditional Use Permit (CUP) for a Cannabis Distribution Business, according to the criteria specified in Section 94.07(d) of the Needles City Code:

A. That the requested permit is not within its jurisdiction according to the table of permissible uses.

FINDING: The proposed project, which includes the distribution of cannabis, is zoned Multi-Family Residential (R-3) which does not permit cannabis cultivation with a Conditional Use Permit (CUP) and a Regulatory Permit in accordance with Ordinance No. 629-AC.

B. The Application is Complete

FINDING: The applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed development for the construction of a two-phase, two building, Building A and B, with a total structure area of 21,500 square feet (Figures 2 and 3). The Project proposes to operate distribution facility in Building A. Building A will also have 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet).

C. The development is not in general conformity with the Needles General Plan.

FINDING: The proposed project, which includes the distribution of cannabis, is currently located in a Residential Medium Density (RM) land use designation. The land use designation is not consistent with uses identified in the General Plan designation through the adoption of Ordinance No. 629-AC, which allows for distribution facilities to operate within a C1, C2, C3, M1, and M2 designated zone, thereby making the project inconsistency with the General Plan.

D. The development is not in harmony with the area in which it is located.

FINDING: The Project proposes to operate distribution activities within 440 Sq. Ft. out of one of the two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet). The Project is located in a primarily residential neighborhood surrounded by residential uses and as proposed would introduce inconsistent industrial uses which would adversely affect surrounding property values and would not be in harmony with the surrounding neighborhood or existing residential property uses and zoning.

The proposed project is inconsistent with the uses occurring in the vicinity of the project site.

E. *The development will materially endanger the public health or safety.*

FINDING: The Project Site is located in a developed area of the City with residential structures, sidewalks, streets, and power poles all immediately adjacent. The proposed project would adversely impact and cause disturbances to the public health, safety and welfare in that it would cause unwanted noise, odors, dust, traffic and commercial activity and uses in a historic residential neighborhood.

F. *The development will substantially injure the value of adjoining or abutting properties.*

FINDING: The Project Site will include distribution activities within one of the two separate metal buildings on the 1.24-acre parcel with up to 10,589 square feet of indoor cannabis cultivation (a total structure area of 21,500 square feet) in a Multi-Family Residential (R-3) zone and historic residential neighborhood. The proposed project would substantially injure the value of adjoining or abutting properties.

The Project Site location is not appropriate for the uses that are associated with the Project Site because it would destroy the character of the historic residential neighborhood and would not be in harmony with the surrounding neighborhood and residential properties.

Significant testimony was taken from the community and the council on the grounds the Project Site is not an appropriate area for a cannabis cultivation and is not properly zoned. The parcels surrounding the project site to the north, east, and south contain single-story residences, generally 15 to 20 feet in height. The project site is also within 550 feet of Ed Parry Park, which is located to the southeast of the Project.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2022-21 Denying** the Conditional Use Permit for 440 Sq. Ft. cannabis distribution facility located at 109 L street also known as APN 0185-111-084-0000.

PASSED, APPROVED AND ADOPTED this 22 day of February, 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

(Seal)

Approved as to form:

City Attorney

Attest:

Mayor

City Clerk



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: February 22, 2022

Title: Warrants

Background: n/a

Fiscal Impact: n/a

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

Submitted By: Sylvia Miledi, Director of Finance

City Management Review:

Rick

Date:

2/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 7

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

| | | DEPT. AMT. | FUND AMT. | 22-Feb | 21-22 BUDGET |
|-------------------|-----------------------------|---------------|---------------|------------------|--------------|
| FUND 101 | GENERAL FUND | \$ 18,221.12 | | | |
| 101.1015.412 | CITY ATTORNEY | \$ 5,800.00 | | \$ 40,704.95 | \$80,000 |
| 101.1020.413 | CITY MANAGER | \$ 213.27 | | \$ 117,072.96 | \$204,293 |
| 101.1025.415 | FINANCE DEPT. | \$ 762.21 | | \$ 270,591.88 | \$528,654 |
| 101.1030.414 | CITY CLERK/COUNCIL/MAYOR | \$ 9,997.90 | | \$ 85,203.98 | \$201,933 |
| 101.1035.416 | PLANNING /ZONING | \$ 121.27 | | \$ 88,549.05 | \$299,577 |
| 101.1040.417 | ENGINEERING | \$ 819.53 | | \$ 105,572.89 | \$247,804 |
| 101.1060.410 | COMMUNITY PROMOTIONS | \$ - | | \$ 29,263.54 | \$69,770 |
| 101.1070.410 | SENIOR CENTER | \$ - | | \$ 23,959.42 | \$55,404 |
| 101.2010.421 | SHERIFF | \$ 267,620.00 | | \$ 1,993,466.29 | \$2,944,931 |
| 101.2020.423 | ANIMAL SHELTER/CONTROL | \$ 209.98 | | \$ 97,637.62 | \$234,591 |
| 101.2025.424 | BUILDING & SAFETY | \$ 279.44 | | \$ 244,692.52 | \$379,636 |
| 101.2030.423 | CODE ENFORCEMENT | \$ 14,045.07 | | \$ 319,552.50 | \$571,775 |
| 101.3010.431 | PUBLIC WORKS | \$ 1,374.05 | | \$ 693,110.01 | \$4,204,878 |
| 101.4730.472 | SANITATION | \$ - | | \$ 80,165.94 | \$155,620 |
| 101.5770.452 | AQUATICS | \$ 10.78 | | \$ 85,510.54 | \$180,845 |
| 101.5772.452 | PARKS | \$ 1,322.16 | | \$ 270,997.89 | \$466,589 |
| 101.5773.452 | JACK SMITH PARK MARINA | \$ - | | \$ 71,909.05 | \$135,838 |
| 101.5774.452 | RECREATION | \$ 804.05 | | \$ 166,159.35 | \$347,431 |
| GENERAL FUND | TOTAL ALL GF DEPARTMENTS | | \$ 321,600.83 | | \$11,309,569 |
| FUND 205 | CDBG | | \$ 58.06 | \$ 31,847.16 | \$27,174 |
| FUND 206 | CEMETERY | | \$ 20.22 | \$ 72,834.63 | \$205,141 |
| FUND 208 | CALTRANS GRANTS | | \$ - | \$ 880,739.89 | \$982,125 |
| FUND 209 | NARCOTICS FORFEITURE | | \$ - | \$ - | \$0 |
| FUND 210 | SPECIAL GAS TAX | | \$ - | \$ 79,191.00 | \$235,135 |
| FUND 213 | DEPT OF HOUSE. & COMM DEVL | | \$ - | \$ 31,841.24 | \$112,810 |
| FUND 214 | SANBAG NEW LOCAL MEAS I | | \$ - | \$ 1,539.86 | \$91,760 |
| FUND 225 | COPS-AB 3229 SUPPLEMENTAL | | \$ 7,321.00 | \$ 102,360.18 | \$283,431 |
| FUND 235 | INTERSTATE COMM/140 J ST. | | \$ - | \$ - | \$0 |
| FUND 239 | CA CONSERV RECYCLING GRANT | | \$ - | \$ - | \$5,000 |
| FUND 240 | EL GARCES INTERMODAL | | \$ - | \$ - | \$0 |
| FUND 241 | SAFE RTS TO SCHOOL (SR2S) | | \$ - | \$ - | \$12,885 |
| FUND 243 | ACTIVE TRANSPORT PROGRAM | | \$ - | \$ - | \$0 |
| FUND 270 | REDEVELOPMENT AGENCY | | \$ 1,510.00 | \$ 161,389.52 | \$204,500 |
| FUND 470 | RDA CAP PROJ.LOW & MOD. | | \$ - | \$ 370.00 | \$300,000 |
| FUND 501 | NPUA | | \$ 5,667.21 | \$ 1,480,984.40 | \$2,687,194 |
| FUND 502 | WATER DEPARTMENT | | \$ 21,842.78 | \$ 1,127,858.34 | \$2,001,236 |
| FUND 503 | WASTEWATER DEPARTMENT | | \$ 7,873.97 | \$ 713,011.24 | \$1,297,932 |
| FUND 505 | SANITATION | | \$ - | \$ 712,213.39 | \$1,324,900 |
| FUND 506 | ALL AMERICAN CANAL PROJ. | | \$ - | \$ 850,536.84 | \$1,012,427 |
| FUND 507 | GOLF FUND | \$ 180.34 | | | |
| FUND 507-5761-453 | GOLF MAINTENANCE DEPARTMENT | \$ 16,787.65 | | \$ 375,156.16 | \$731,730 |
| FUND 507-5762-454 | GOLF PRO SHOP DEPARTMENT | \$ 3,155.25 | | \$ 174,579.84 | \$368,468 |
| FUND 507 | GOLF FUND TOTAL | | \$ 20,123.24 | | |
| FUND 508 | CUST.SVC/UT BUSINESS OFFICE | \$ - | \$ 2,120.91 | \$ 168,333.76 | \$359,455 |
| FUND 509 | MIS | | \$ 1,375.00 | \$ 110,537.50 | \$252,370 |
| FUND 510 | ADMIN. FACILITY | | \$ 4,047.21 | \$ 86,775.75 | \$395,203 |
| FUND 511 | FLEET MANAGEMENT | | \$ 5,957.68 | \$ 105,274.64 | \$270,933 |
| FUND 512 | VEHICLE REPLACEMENT | | \$ - | \$ - | \$0 |
| FUND 520 | SR DIAL A RIDE | | \$ 5,194.50 | \$ 146,934.48 | \$229,711 |
| FUND 521 | DIAL-A-RIDE MEDICAL TRANS. | | \$ 1,996.99 | \$ 14,387.76 | \$40,458 |
| FUND 525 | NEEDLES AREA TRANSIT (NAT) | | \$ 32,281.45 | \$ 257,530.08 | \$494,264 |
| FUND 580 | ELECTRIC | | \$ 58,071.22 | \$ 7,177,246.48 | \$8,351,073 |
| FUND 581 | NPUA CAPITAL ELECTRIC | | \$ - | \$ 26,552.00 | \$26,552 |
| FUND 582 | NPUA CAPITAL WATER | | \$ 17,997.48 | \$ 632,734.13 | \$2,142,785 |
| FUND 583 | NPUA CAPITAL WASTEWATER | | \$ - | \$ 2,218.00 | \$2,218 |
| FUND 650 | IMPACT FEES NORTH NEEDLES | | \$ - | \$ 30.16 | \$88 |
| FUND 651 | IMPACT FEES SOUTH AREAS | | \$ - | \$ 22.62 | \$24 |
| TOTAL | ALL FUNDS & DEPARTMENTS | | \$ 515,059.75 | \$ 20,309,151.43 | \$35,758,551 |

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

Rick Daniels, City Manager

Date

Kippy Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

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

| CHECK NUMBER | VENDOR NUMBER | SEQ# | VENDOR NAME | CHECK DATE | CHECK AMOUNT | DISCOUNTS/RETAINAGE TAKEN |
|-----------------|------------------|------|-------------------------------------|---------------|-----------------|------------------------------|
| 14840 | 2238 | 00 | NORTHERN TOOL & EQUIPMENT | 02/22/2022 | 1,074.28 | .00 |
| 14841 | 1786 | 00 | NPUA | 02/22/2022 | 16,145.56 | .00 |
| 14842 | 3324 | 00 | OFFICE EXPRESS | 02/22/2022 | 137.20 | .00 |
| 14843 | 3767 | 00 | PATRICK MARTINEZ | 02/22/2022 | 428.30 | .00 |
| 14844 | 1 | 00 | PR RESORT, INC | 02/22/2022 | 11.50 | .00 |
| 14845 | 15 | 00 | QUILL CORP. | 02/22/2022 | 1,147.42 | .00 |
| 14846 | 644 | 00 | RDO EQUIPMENT COMPANY | 02/22/2022 | 1,396.09 | .00 |
| 14847 | 3558 | 00 | RICK DANIELS | 02/22/2022 | 174.84 | .00 |
| 14848 | 591 | 00 | ROBINSON ELECTRIC CO. INC. | 02/22/2022 | 85.00 | .00 |
| 14849 | 2468 | 00 | RON'S TIRE & AUTO | 02/22/2022 | 6,320.16 | .00 |
| 14850 | 3796 | 00 | ROUTE 66 BROADBAND LLC | 02/22/2022 | 200.00 | .00 |
| 14851 | 3361 | 00 | S.B. COUNTY SHERIFF'S DEPARTMENT | 02/22/2022 | 274,941.00 | .00 |
| 14852 | 3437 | 00 | SIGNS BY SUNDOWN | 02/22/2022 | 300.00 | .00 |
| 14853 | 4001 | 00 | SIMPLLOT TURF & HORTICULTURE | 02/22/2022 | 2,295.08 | .00 |
| 14854 | 3344 | 00 | SLOVAK BARON & EMPEY LLP | 02/22/2022 | 28,281.36 | .00 |
| 14855 | 281 | 00 | SMART & FINAL | 02/22/2022 | 456.36 | .00 |
| 14856 | 1 | 00 | SPECIALTY STAINLESS INSTALLATIONS | 02/22/2022 | 1,534.68 | .00 |
| 14857 | 3965 | 00 | STAN GONZALES | 02/22/2022 | 287.82 | .00 |
| 14858 | 1 | 00 | STEPHEN GRAHAM | 02/22/2022 | 740.00 | .00 |
| 14859 | 2435 | 00 | T & R ELECTRIC SUPPLY COMPANY INCOR | 02/22/2022 | 4,896.00 | .00 |
| 14860 | 4008 | 00 | THE PRINTER GUYS, LLC | 02/22/2022 | 1,340.48 | .00 |
| 14861 | 3950 | 00 | TKE ENGINEERING INC | 02/22/2022 | 6,442.50 | .00 |
| 14862 | 1 | 00 | TOM VAN SANT | 02/22/2022 | 1,179.83 | .00 |
| 14863 | 3873 | 00 | TRANSPORTATION CONCEPTS | 02/22/2022 | 39,358.29 | .00 |
| 14864 | 3266 | 00 | TRI STATE TOOL REPAIR | 02/22/2022 | 953.18 | .00 |
| 14865 | 772 | 00 | TRI-STATE ACE HARDWARE | 02/22/2022 | 645.65 | .00 |
| 14866 | 2819 | 00 | TRI-STATE HOSE & FITTINGS | 02/22/2022 | 1,158.61 | .00 |
| 14867 | 2566 | 00 | U.S. BANK | 02/22/2022 | 5,375.00 | .00 |
| 14868 | 2798 | 00 | U.S. DEPARTMENT OF ENERGY | 02/22/2022 | 12,584.62 | .00 |
| 14869 | 3825 | 00 | ULTRA PEST CONTROL, LLC | 02/22/2022 | 45.00 | .00 |
| 14870 | 315 | 00 | UNDERGROUND SERVICE ALERT OF SO CAL | 02/22/2022 | 84.25 | .00 |
| 14871 | 3830 | 00 | UNIFIRST CORPORATION | 02/22/2022 | 715.77 | .00 |
| 14872 | 3528 | 00 | WESTERN ENVIRONMENTAL TESTING LAB. | 02/22/2022 | 2,608.00 | .00 |
| 14873 | 3967 | 00 | WILLDAN ENGINEERING | 02/22/2022 | 1,155.00 | .00 |
| 14874 | 4003 | 00 | WOODARD & CURRAN, INC | 02/22/2022 | 7,303.62 | .00 |
| 14875 | 3842 | 00 | XIO, INC. | 02/22/2022 | 143.00 | .00 |
| 14876 | 1 | 00 | ZAREK PHILLIPS | 02/22/2022 | 85.00 | .00 |
| 14877 | 3828 | 00 | 3D-NETWORKS L.L.C. | 02/22/2022 | 1,375.00 | .00 |

NUMBER OF CHECKS

89

GRAND TOTAL

515,059.75

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 |
|-----------------|------------------|------|-------------------------------------|---------------|-----------------|------------------------------|
| 14789 | 2370 | 00 | ACTIVE TOWING | 02/22/2022 | 842.50 | .00 |
| 14790 | 3305 | 00 | AGUA CALIENDE | 02/22/2022 | 20,275.32 | .00 |
| 14791 | 1924 | 00 | AHA MACAV POWER SERVICE | 02/22/2022 | 317.03 | .00 |
| 14792 | 370 | 00 | ANIMAL CARE EQUIP.& SERVICES INC. | 02/22/2022 | 128.85 | .00 |
| 14793 | 4014 | 00 | ASHLEE SMITH | 02/22/2022 | 534.53 | .00 |
| 14794 | 1 | 00 | AUTO ZONE | 02/22/2022 | 1,329.37 | .00 |
| 14795 | 3750 | 00 | AUTO ZONE | 02/22/2022 | 366.56 | .00 |
| 14796 | 3916 | 00 | BARBARA DILEO | 02/22/2022 | 571.79 | .00 |
| 14797 | 2629 | 00 | BARON PEST SOLUTIONS | 02/22/2022 | 85.00 | .00 |
| 14798 | 178 | 00 | BIG O TIRES & NAPA AUTO PARTS | 02/22/2022 | 322.37 | .00 |
| 14799 | 3595 | 00 | BOOT BARN | 02/22/2022 | 638.89 | .00 |
| 14800 | 3479 | 00 | BBSW | 02/22/2022 | 474.80 | .00 |
| 14801 | 3392 | 00 | BUG EMERGENCY INC. | 02/22/2022 | 65.00 | .00 |
| 14802 | 3819 | 00 | BULHEAD AUTO & MARINE | 02/22/2022 | 58.42 | .00 |
| 14803 | 3727 | 00 | CALIF ASSOC OF CODE ENFORCEMENT OFC | 02/22/2022 | 500.00 | .00 |
| 14804 | 3856 | 00 | CALIFORNIA CONSULTING, INC. | 02/22/2022 | 525.00 | .00 |
| 14805 | 1213 | 00 | CALIF.DEPT.OF TAX & FEE ADMIN. | 02/22/2022 | 520.74 | .00 |
| 14806 | 3136 | 00 | CITY OF NEEDLES | 02/22/2022 | 112.00 | .00 |
| 14807 | 3136 | 00 | CITY OF NEEDLES | 02/22/2022 | 2,128.00 | .00 |
| 14808 | 455 | 00 | CULLIGAN WATER COND. | 02/22/2022 | 44.80 | .00 |
| 14809 | 2934 | 00 | DANA KEPNER COMPANY INC. | 02/22/2022 | 5,657.07 | .00 |
| 14810 | 2875 | 00 | DANIELL'S SEPTIC PORTABLE TOILETS | 02/22/2022 | 425.00 | .00 |
| 14811 | 3809 | 00 | DATA TICKET INC. | 02/22/2022 | 4.50 | .00 |
| 14812 | 440 | 00 | DECO FOODSERVICE INCORP. | 02/22/2022 | 289.82 | .00 |
| 14813 | 3580 | 00 | DIAMOND PURE WATER | 02/22/2022 | 67.50 | .00 |
| 14814 | 501 | 00 | DOI-BOR-REGION: LOWER COLORADO | 02/22/2022 | 13,782.99 | .00 |
| 14815 | 3937 | 00 | DOS LAGOS GOLF COURSE | 02/22/2022 | 577.96 | .00 |
| 14816 | 3682 | 00 | EPIC ENGINEERING | 02/22/2022 | 12,622.80 | .00 |
| 14817 | 1 | 00 | ESTELLA AGE | 02/22/2022 | 200.00 | .00 |
| 14818 | 615 | 00 | FEDEX | 02/22/2022 | 31.26 | .00 |
| 14819 | 322 | 00 | FRANK VALENZUELA JR. | 02/22/2022 | 5.90 | .00 |
| 14820 | 1296 | 00 | FRONTIER | 02/22/2022 | 230.99 | .00 |
| 14821 | 1 | 00 | GONZALES WALL SYSTEMS | 02/22/2022 | 3,000.00 | .00 |
| 14822 | 324 | 00 | GRAINGER PART OPERATIONS INC. | 02/22/2022 | 347.30 | .00 |
| 14823 | 3966 | 00 | GT GOLF SUPPLIES | 02/22/2022 | 1,122.88 | .00 |
| 14824 | 1 | 00 | H STREET PATIENT CARE | 02/22/2022 | 367.50 | .00 |
| 14825 | 1 | 00 | HAKIM, EMAD | 02/22/2022 | 99.02 | .00 |
| 14826 | 2612 | 00 | HARDWARE EXPRESS INCORP. | 02/22/2022 | 513.18 | .00 |
| 14827 | 1 | 00 | HERZOG, EDWARD | 02/22/2022 | 193.19 | .00 |
| 14828 | 3864 | 00 | HORIZON TECHNOLOGIES INC. | 02/22/2022 | 980.00 | .00 |
| 14829 | 1 | 00 | IN AND OUT CONSTRUCTION | 02/22/2022 | 7,661.39 | .00 |
| 14830 | 1 | 00 | JAMES SCHROEDER | 02/22/2022 | 100.00 | .00 |
| 14831 | 3949 | 00 | JANET JERNIGAN | 02/22/2022 | 50.00 | .00 |
| 14832 | 4000 | 00 | JARROD DELEON | 02/22/2022 | 206.17 | .00 |
| 14833 | 3771 | 00 | JAYCOX CONSTRUCTION CMG | 02/22/2022 | 3,728.45 | .00 |
| 14834 | 85 | 00 | LEAGUE OF CALIFORNIA CITIES | 02/22/2022 | 4,562.00 | .00 |
| 14835 | 1 | 00 | LUCAS PHILLIPS | 02/22/2022 | 57.50 | .00 |
| 14836 | 3998 | 00 | MICHAEL BAKER INTERNATIONAL, INC | 02/22/2022 | 156.25 | .00 |
| 14837 | 4016 | 00 | MUNICODE | 02/22/2022 | 4,600.00 | .00 |
| 14838 | 207 | 00 | NEEDLES SENIOR CITIZENS | 02/22/2022 | 114.65 | .00 |
| 14839 | 218 | 00 | NEWS WEST PUBLISHING CO. | 02/22/2022 | 58.06 | .00 |

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|----------|-----------|---------------------------|--|---------|--|--|--|-------------|
| 14789 | 2370 | ACTIVE TOWING | 005712 | | 02/22/2022 | 101-0000-204.03-01 | 842.50 842.50 * | 842.50 |
| 14790 | 3305 | AGUA CALIENTE | 005776 | | 02/22/2022 | 580-4750-473.63-10 | 20,275.32 20,275.32 * | 20,275.32 |
| 14791 | 1924 | AHA MACAV POWER SERVICE | 005496 | | 02/22/2022 | 580-4750-473.63-12 | 317.03 317.03 * | 317.03 |
| 14792 | 370 | ANIMAL CARE EQUIP.& SERVI | 005497 | | 02/22/2022 | 101-2020-423.61-21 | 128.85 128.85 * | 128.85 |
| 14793 | 4014 | ASHLEE SMITH | 005780 | | 02/22/2022 | 101-2030-423.55-00 | 534.53 534.53 * | 534.53 |
| 14794 | 1 | AUTO ZONE | 005757 | | 02/22/2022 | 101-0000-204.03-01 | 1,329.37 1,329.37 * | 1,329.37 |
| 14795 | 3750 | AUTO ZONE | 005498 005499 005500 | | 02/22/2022 02/22/2022 02/22/2022 | 511-3021-432.43-38 511-3021-432.43-38 511-3021-432.43-26 | 21.32 331.69 13.55 366.56 * | 366.56 |
| 14796 | 3916 | BARBARA DILEO | 005508 005509 005510 005511 005512 005513 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 101-1025-415.61-01 101-1030-414.61-31 101-1030-414.61-45 502-4710-471.55-00 502-4710-471.69-22 510-4410-405.61-01 | 16.49 365.90 45.00 14.00 40.58 89.82 571.79 * | 571.79 |
| 14797 | 2629 | BARON PEST SOLUTIONS | 005711 | | 02/22/2022 | 510-4410-405.43-01 | 85.00 85.00 * | 85.00 |
| 14798 | 178 | BIG O TIRES & NAPA AUTO P | 005501 005502 005503 005504 005505 005506 005507 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 580-4750-473.43-03 511-3020-432.61-28 507-5761-453.43-04 507-5761-453.43-04 511-3021-432.43-26 511-3021-432.43-36 511-3021-432.43-26 | 95.35 122.77 5.70 33.77 13.55 42.62 8.61 322.37 * | 322.37 |
| 14799 | 3595 | BOOT BARN | 005727 005728 005729 005730 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 502-4710-471.60-28 502-4710-471.60-28 502-4710-471.60-28 502-4710-471.60-28 | 135.46 162.55 140.88 200.00 638.89 * | 638.89 |
| 14800 | 3479 | BRAUN BLAISING SMITH WYNN | 005515 | | 02/22/2022 | 580-4750-473.31-50 | 474.80 | 474.80 |

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|-------------|--------------|---------------------------|--|------------|--|--|---|----------------|
| 14809 | 2934 | DANA KEPNER COMPANY INC. | 005525 005526 005527 005528 005529 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 | 88.57 107.85 568.06 1,013.59 3,879.00 5,657.07 * | 5,657.07 |
| 14810 | 2875 | DANIELL'S SEPTIC PORTABLE | 005524 | | 02/22/2022 | 101-1030-414.61-45 | 425.00 425.00 * | 425.00 |
| 14811 | 3809 | DATA TICKET INC. | 005670 | | 02/22/2022 | 101-2030-423.31-10 | 4.50 4.50 * | 4.50 |
| 14812 | 440 | DECO FOODSERVICE INCORP. | 005521 005522 005523 005668 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 101-5774-452.65-10 507-5762-454.60-50 507-5762-454.43-08 101-5774-452.65-10 | 45.21 55.31 57.11 132.19 289.82 * | 289.82 |
| 14813 | 3580 | DIAMOND PURE WATER | 005530 005531 005662 005681 005682 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 503-4720-475.43-02 510-4410-405.61-01 101-5770-452.61-01 511-3020-432.43-29 511-3020-432.43-29 | 17.50 30.00 10.00 5.00 67.50 * | 67.50 |
| 14814 | 501 | DOI-BOR-REGION: LOWER COL | 005778 | | 02/22/2022 | 580-4750-473.63-10 | 13,782.99 13,782.99 * | 13,782.99 |
| 14815 | 3937 | DOS LAGOS GOLF COURSE | 005519 | | 02/22/2022 | 507-5762-454.43-08 | 577.96 577.96 * | 577.96 |
| 14816 | 3682 | EPIC ENGINEERING | PI0156 | 022016 | 02/22/2022 | 582-4710-471.71-05 | 12,622.80 12,622.80 * | 12,622.80 |
| 14817 | 1 | ESTELLA AGEE | 005532 | | 02/22/2022 | 502-4710-471.54-21 | 200.00 200.00 * | 200.00 |
| 14818 | 615 | FEDEX | 005671 | | 02/22/2022 | 101-1040-417.52-20 | 31.26 31.26 * | 31.26 |
| 14819 | 322 | FRANK VALENZUELA JR. | 005593 | | 02/22/2022 | 502-4710-471.60-28 | 5.90 5.90 * | 5.90 |
| 14820 | 1296 | FRONTIER | 005771 005772 | | 02/22/2022 02/22/2022 | 510-4410-405.52-10 101-5772-452.52-10 | 95.03 135.96 230.99 * | 230.99 |
| 14821 | 1 | GONZALES WALL SYSTEMS | 005761 | | 02/22/2022 | 101-0000-204.03-01 | 3,000.00 3,000.00 * | 3,000.00 |

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|----------|-----------|---------------------------|--|---------|--|--|--|-------------|
| 14822 | 324 | GRAINGER PART OPERATIONS | 005535 005603 | | 02/22/2022 02/22/2022 | 580-4750-473.60-55 580-4750-473.61-21 | 95.49 251.81 347.30 * | 347.30 |
| 14823 | 3966 | GT GOLF SUPPLIES | 005536 005718 | | 02/22/2022 02/22/2022 | 507-5762-454.44-10 507-5762-454.44-10 | 357.94 764.94 1,122.88 * | 1,122.88 |
| 14824 | 1 | H STREET PATIENT CARE | 005714 | | 02/22/2022 | 101-0000-204.03-01 | 367.50 367.50 * | 367.50 |
| 14825 | 1 | HAKIM, EMAD | UT | | 02/22/2022 | 501-0000-211.00-00 | 99.02 99.02 * | 99.02 |
| 14826 | 2612 | HARDWARE EXPRESS INCORP. | 005537 005538 005539 005540 005541 005542 005543 005544 005545 005620 005621 005622 005623 005664 005665 005673 005684 005685 005686 005687 005725 005726 | | 02/22/2022 | 511-3021-432.43-26 206-5771-452.43-18 101-5772-452.43-04 101-5772-452.43-18 101-5772-452.43-18 511-3021-432.43-26 101-5772-452.43-18 503-4720-475.43-14 503-4720-475.43-14 503-4720-475.61-33 503-4720-475.61-33 503-4720-475.43-14 503-4720-475.43-14 503-4720-475.61-33 503-4720-475.43-14 101-5774-452.43-18 101-5774-452.43-18 580-4750-473.43-57 511-3020-432.43-57 511-3020-432.43-57 101-5772-452.43-04 101-3010-431.43-57 101-3010-431.43-57 101-5772-452.61-12 101-5772-452.61-12 | 14.68 20.22 4.09 1.74 9.40 64.40 26.05 13.46 19.43 58.01 3.07 29.37 40.93 37.11 8.18 15.95 2.61 76.74 1.76 20.46 17.40 13.48 14.64 513.18 * | |
| 14827 | 1 | HERZOG, EDWARD | UT | | 02/22/2022 | 501-0000-211.00-00 | 193.19 193.19 * | 193.19 |
| 14828 | 3864 | HORIZON TECHNOLOGIES INC. | 005546 005547 005548 005549 005550 005551 005552 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 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 70.00 140.00 280.00 175.00 175.00 980.00 * | 980.00 |

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|-------------|--------------|-----------------------------|--|------------|--|--|--|----------------|
| 14829 | 1 | IN AND OUT CONSTRUCTION | 005755 005756 | | 02/22/2022 02/22/2022 | 101-0000-204.47-00 101-0000-204.20-00 | 2,661.39 5,000.00 7,661.39 * | 7,661.39 |
| 14830 | 1 | JAMES SCHROEDER | 005553 | | 02/22/2022 | 502-4710-471.54-21 | 100.00 100.00 * | 100.00 |
| 14831 | 3949 | JANET JERNIGAN | 005724 | | 02/22/2022 | 101-0000-362.01-00 | 50.00 50.00 * | 50.00 |
| 14832 | 4000 | JARROD DELEON | 005520 005717 | | 02/22/2022 02/22/2022 | 507-5761-453.43-04 507-5761-453.43-04 | 91.70 114.47 206.17 * | 206.17 |
| 14833 | 3771 | JAYCOX CONSTRUCTION CNG | 005710 | | 02/22/2022 | 510-4410-405.43-01 | 3,728.45 3,728.45 * | 3,728.45 |
| 14834 | 85 | LEAGUE OF CALIFORNIA CITY | 005554 | | 02/22/2022 | 101-1030-414.56-01 | 4,562.00 4,562.00 * | 4,562.00 |
| 14835 | 1 | LUCAS PHILLIPS | 005758 | | 02/22/2022 | 101-0000-204.03-01 | 57.50 57.50 * | 57.50 |
| 14836 | 3998 | MICHAEL BAKER INTERNATIONAL | 005514 | | 02/22/2022 | 101-0000-204.98-00 | 156.25 156.25 * | 156.25 |
| 14837 | 4016 | MUNICODE | 005779 | | 02/22/2022 | 101-1030-414.61-09 | 4,600.00 4,600.00 * | 4,600.00 |
| 14838 | 207 | NEEDLES SENIOR CITIZENS | 005533 005534 | | 02/22/2022 02/22/2022 | 520-4740-462.52-12 521-4740-462.52-12 | 57.32 57.33 114.65 * | 114.65 |
| 14839 | 218 | NEWS WEST PUBLISHING CO. | 005555 | | 02/22/2022 | 205-6511-494.53-00 | 58.06 58.06 * | 58.06 |
| 14840 | 2238 | NORTHERN TOOL & EQUIPMENT | 005625 | | 02/22/2022 | 503-4720-475.61-33 | 1,074.28 1,074.28 * | 1,074.28 |
| 14841 | 1786 | NPUA | 005604 005605 005606 005607 005608 005609 005610 005611 005615 005616 005617 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 502-4710-471.41-10 507-5762-454.41-10 101-5772-452.41-10 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-20 580-4750-473.41-11 507-5762-454.41-10 507-5761-453.41-20 507-5761-453.41-20 507-5761-453.41-20 | 33.20 115.14 57.04 56.33 31.79 39.65 37.37 383.74 12,333.48 286.32 44.61 | |

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|----------|-----------|---------------------------|--|---------|--|--|--|-------------|
| 14841 | 1786 | NPUA | 005618 005723 | | 02/22/2022 02/22/2022 | 507-5761-453.41-20 580-4750-473.41-11 | 49.38 2,677.51 16,145.56 * | 16,145.56 |
| 14842 | 3324 | OFFICE EXPRESS | 005674 | | 02/22/2022 | 101-1040-417.61-01 | 137.20 137.20 * | 137.20 |
| 14843 | 3767 | PATRICK MARTINEZ | 005314 005765 005766 005767 005768 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 101-2025-424.61-02 101-1035-416.55-00 101-1040-417.55-00 101-2025-424.55-00 101-2030-423.55-00 | 86.18 85.53 85.53 85.53 85.53 428.30 * | |
| 14844 | 1 | PR RESORT, INC | 005759 | | 02/22/2022 | 101-0000-204.03-01 | 11.50 11.50 * | 11.50 |
| 14845 | 15 | QUILL CORP. | 005560 005561 005562 005563 005564 005565 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 101-2025-424.61-01 101-1025-415.61-01 101-1020-413.61-01 508-4810-478.61-01 101-1025-415.61-01 507-5762-454.61-01 | 107.73 73.26 32.31 342.63 171.31 420.18 1,147.42 * | 1,147.42 |
| 14846 | 644 | RDO EQUIPMENT COMPANY | 005567 | | 02/22/2022 | 507-5761-453.43-17 | 1,396.09 1,396.09 * | 1,396.09 |
| 14847 | 3558 | RICK DANIELS | 005773 005774 | | 02/22/2022 02/22/2022 | 101-1020-413.55-00 101-1020-413.55-00 | 96.29 78.55 174.84 * | 174.84 |
| 14848 | 591 | ROBINSON ELECTRIC CO. INC | 005568 | | 02/22/2022 | 101-5772-452.43-18 | 85.00 85.00 * | 85.00 |
| 14849 | 2468 | RON'S TIRE & AUTO | 005569 005570 005571 | | 02/22/2022 02/22/2022 02/22/2022 | 511-3021-432.43-38 511-3021-432.43-38 508-4810-478.43-03 | 3,747.50 1,378.85 1,193.81 6,320.16 * | 6,320.16 |
| 14850 | 3796 | ROUTE 66 BROADBAND LLC | 005572 005573 | | 02/22/2022 02/22/2022 | 507-5761-453.52-10 507-5762-454.52-10 | 100.00 100.00 200.00 * | 200.00 |
| 14851 | 3361 | S.B.COUNTY SHERIFF'S DEPA | 005705 005706 | | 02/22/2022 02/22/2022 | 101-2010-421.31-80 225-2010-421.31-80 | 267,620.00 7,321.00 274,941.00 * | 274,941.00 |
| 14852 | 3437 | SIGNS BY SUNDOWN | 005722 | | 02/22/2022 | 582-4710-471.71-07 | 300.00 300.00 * | 300.00 |

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|----------|-----------|---------------------------|--|---------|--|--|--|-------------|
| 14858 | 1 | STEPHEN GRAHAM | | | | | 740.00 * | 740.00 |
| 14859 | 2435 | T & R ELECTRIC SUPPLY COM | 005619 | | 02/22/2022 | 580-4750-473.60-55 | 4,896.00 4,896.00 * | 4,896.00 |
| 14860 | 4008 | THE PRINTER GUYS, LLC | 005556 005557 005558 005559 005624 005675 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 101-1025-415.61-02 101-1025-415.61-02 508-4810-478.61-02 101-1040-417.31-40 101-1040-417.61-02 508-4810-478.61-02 | 277.50 109.98 169.00 160.00 356.00 268.00 1,340.48 * | 1,340.48 |
| 14861 | 3950 | TKE ENGINEERING INC | 005577 005578 PI0157 | | 02/22/2022 02/22/2022 02/22/2022 | 270-4631-463.31-50 270-4631-463.31-50 582-4710-471.71-07 | 677.50 832.50 4,932.50 6,442.50 * | 6,442.50 |
| 14862 | 1 | TOM VAN SANT | 005760 | | 02/22/2022 | 101-0000-204.03-01 | 1,179.83 1,179.83 * | 1,179.83 |
| 14863 | 3873 | TRANSPORTATION CONCEPTS | 005697 005698 005699 005700 005701 005702 005703 005704 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 520-4740-462.32-90 520-4740-462.51-20 520-4740-462.62-00 521-4740-462.32-90 521-4740-462.51-20 521-4740-462.62-00 525-4770-461.32-90 525-4770-461.62-00 | 3,805.94 1,149.23 182.01 608.42 1,149.23 182.01 30,679.38 1,602.07 39,358.29 * | 39,358.29 |
| 14864 | 3266 | TRI STATE TOOL REPAIR | 005140 005141 005689 005690 005762 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 101-3010-431.43-57 101-3010-431.43-57 101-3010-431.61-33 101-3010-431.61-33 580-4750-473.43-57 | 20.58 21.64 432.95 463.36 57.93 953.18 * | 953.18 |
| 14865 | 772 | TRI-STATE ACE HARDWARE | 005575 005576 005676 005677 005691 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 503-4720-475.60-32 101-5772-452.43-39 582-4710-471.71-07 582-4710-471.71-07 101-5772-452.43-04 | 140.98 65.45 108.37 33.81 297.04 645.65 * | 645.65 |
| 14866 | 2819 | TRI-STATE HOSE & FITTINGS | 005579 | | 02/22/2022 | 503-4720-475.60-55 | 1,158.61 1,158.61 * | 1,158.61 |
| 14867 | 2566 | U.S. BANK | 005721 | | 02/22/2022 | 501-4760-474.74-50 | 5,375.00 5,375.00 * | 5,375.00 |

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|----------|-----------|---------------------------|--|---------|--|--|---|-------------|
| 14868 | 2798 | U.S. DEPARTMENT OF ENERGY | 005775 005777 | | 02/22/2022 02/22/2022 | 580-4750-473.63-10 580-4750-473.63-10 | 9,117.00 3,467.62 12,584.62 * | 12,584.62 |
| 14869 | 3825 | ULTRA PEST CONTROL, LLC | 005707 | | 02/22/2022 | 101-5774-452.43-18 | 45.00 45.00 * | 45.00 |
| 14870 | 315 | UNDERGROUND SERVICE ALERT | 005590 005591 005592 | | 02/22/2022 02/22/2022 02/22/2022 | 503-4720-475.49-14 502-4710-471.43-04 580-4750-473.49-14 | 28.08 28.08 28.09 84.25 * | 84.25 |
| 14871 | 3830 | UNIFIRST CORPORATION | 005581 005582 005583 005584 005585 005586 005587 005588 005589 005626 005663 005692 005693 005694 005695 005696 005719 005720 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 580-4750-473.61-04 101-5774-452.61-06 101-3010-431.61-04 101-5772-452.61-04 502-4710-471.61-04 508-4810-478.61-04 503-4720-475.61-04 507-5762-454.61-06 502-4710-471.61-04 503-4720-475.61-04 101-5774-452.61-06 101-5772-452.61-04 101-3010-431.61-04 508-4810-478.61-04 508-4750-473.61-04 507-5762-454.61-06 507-5762-454.61-06 | 122.43 8.00 90.47 41.50 38.33 9.19 16.65 7.00 38.33 16.89 8.12 44.01 90.47 37.90 9.61 122.43 7.00 7.44 715.77 * | 715.77 |
| 14872 | 3528 | WESTERN ENVIRONMENTAL TES | 005595 005596 005597 005598 005599 005600 005601 005661 | | 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 02/22/2022 | 502-4710-471.59-75 503-4720-475.59-75 503-4720-475.59-75 503-4720-475.59-75 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 503-4720-475.59-75 | 457.00 214.00 195.00 557.00 359.00 130.00 457.00 239.00 2,608.00 * | 2,608.00 |
| 14873 | 3967 | WILLDAN ENGINEERING | 005594 | | 02/22/2022 | 101-0000-204.03-01 | 1,155.00 1,155.00 * | 1,155.00 |
| 14874 | 4003 | WOODARD & CURRAN, INC. | PI0155 | 022055 | 02/22/2022 | 502-4710-471.31-90 | 7,303.62 7,303.62 * | 7,303.62 |
| 14875 | 3842 | XIO, INC. | 005602 | | 02/22/2022 | 502-4710-471.31-90 | 143.00 143.00 * | 143.00 |

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|------------------------|-----------|-----------------|------------|---------|------------|--------------------|--|-------------|
| 14876 | 1 | ZAREK PHILLIPS | 005688 | | 02/22/2022 | 101-3010-431.31-40 | 85.00 85.00 * | 85.00 |
| 14877 | 3828 | 3D-NETWORKS LLC | 005580 | | 02/22/2022 | 509-4910-479.31-90 | 1,375.00 1,375.00 * | 1,375.00 |
| BANK/CHECK TOTAL | | | | | | | 515,059.75 | 515,059.75 |
| ALL BANKS/CHECKS TOTAL | | | | | | | 515,059.75 | 515,059.75 |

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

| | | DEPT. AMT. | FUND AMT. | 11-Feb | 21-22 BUDGET |
|-------------------|-----------------------------|--------------|--------------|------------------|--------------|
| FUND 101 | GENERAL FUND | \$ 16,118.60 | | | |
| 101.1015.412 | CITY ATTORNEY | \$ - | | \$ 40,704.95 | \$80,000 |
| 101.1020.413 | CITY MANAGER | \$ 1,052.27 | | \$ 120,755.67 | \$204,293 |
| 101.1025.415 | FINANCE DEPT. | \$ 4,339.19 | | \$ 279,748.72 | \$528,654 |
| 101.1030.414 | CITY CLERK/COUNCIL/MAYOR | \$ 1,594.99 | | \$ 89,690.19 | \$201,933 |
| 101.1035.416 | PLANNING /ZONING | \$ (109.97) | | \$ 91,446.52 | \$299,577 |
| 101.1040.417 | ENGINEERING | \$ 875.34 | | \$ 109,644.45 | \$247,804 |
| 101.1060.410 | COMMUNITY PROMOTIONS | \$ - | | \$ 29,263.54 | \$69,770 |
| 101.1070.410 | SENIOR CENTER | \$ - | | \$ 24,376.29 | \$55,404 |
| 101.2010.421 | SHERIFF | \$ - | | \$ 1,993,466.29 | \$2,944,931 |
| 101.2020.423 | ANIMAL SHELTER/CONTROL | \$ - | | \$ 98,167.02 | \$234,591 |
| 101.2025.424 | BUILDING & SAFETY | \$ 1,772.18 | | \$ 247,033.79 | \$379,636 |
| 101.2030.423 | CODE ENFORCEMENT | \$ 3,480.75 | | \$ 324,303.65 | \$571,775 |
| 101.3010.431 | PUBLIC WORKS | \$ 3,745.26 | | \$ 704,066.35 | \$4,204,878 |
| 101.4730.472 | SANITATION | \$ 197.40 | | \$ 87,357.34 | \$155,620 |
| 101.5770.452 | AQUATICS | \$ - | | \$ 86,497.90 | \$180,845 |
| 101.5772.452 | PARKS | \$ 5,902.41 | | \$ 281,164.06 | \$466,589 |
| 101.5773.452 | JACK SMITH PARK MARINA | \$ 1,467.95 | | \$ 73,459.00 | \$135,838 |
| 101.5774.452 | RECREATION | \$ 2,405.82 | | \$ 169,613.92 | \$347,431 |
| GENERAL FUND | TOTAL ALL GF DEPARTMENTS | | \$ 42,842.19 | | \$11,309,569 |
| FUND 205 | CDBG | | \$ - | \$ 32,505.16 | \$27,174 |
| FUND 206 | CEMETERY | | \$ 1,637.80 | \$ 74,638.03 | \$205,141 |
| FUND 208 | CALTRANS GRANTS | | \$ - | \$ 880,739.89 | \$982,125 |
| FUND 209 | NARCOTICS FORFEITURE | | \$ - | \$ - | \$0 |
| FUND 210 | SPECIAL GAS TAX | | \$ - | \$ 79,191.00 | \$235,135 |
| FUND 213 | DEPT OF HOUSE. & COMM DEVL | | \$ - | \$ 31,841.24 | \$112,810 |
| FUND 214 | SANBAG NEW LOCAL MEAS I | | \$ - | \$ 1,539.86 | \$91,760 |
| FUND 225 | COPS-AB 3229 SUPPLEMENTAL | | \$ - | \$ 102,360.18 | \$283,431 |
| FUND 235 | INTERSTATE COMM/140 J ST. | | \$ - | \$ - | \$0 |
| FUND 239 | CA.CONSERV RECYLING GRANT | | \$ - | \$ - | \$5,000 |
| FUND 240 | EL GARCES INTERMODAL | | \$ - | \$ - | \$0 |
| FUND 241 | SAFE RTS TO SCHOOL (SR2S) | | \$ - | \$ - | \$12,885 |
| FUND 243 | ACTIVE TRANSPORT PROGRAM | | \$ - | \$ - | \$0 |
| FUND 270 | REDEVELOPMENT AGENCY | | \$ - | \$ 161,389.52 | \$204,500 |
| FUND 470 | RDA CAP PROJ.LOW & MOD. | | \$ - | \$ 370.00 | \$300,000 |
| FUND 501 | NPUA | | \$ - | \$ 1,480,984.40 | \$2,687,194 |
| FUND 502 | WATER DEPARTMENT | | \$ 6,708.39 | \$ 1,160,319.42 | \$2,001,236 |
| FUND 503 | WASTEWATER DEPARTMENT | | \$ 4,312.04 | \$ 732,714.27 | \$1,297,932 |
| FUND 505 | SANITATION | | \$ - | \$ 712,213.39 | \$1,324,900 |
| FUND 506 | ALL AMERICAN CANAL PROJ. | | \$ 337.02 | \$ 851,982.06 | \$1,012,427 |
| FUND 507 | GOLF FUND | \$ 65.68 | | | |
| FUND 507-5761-453 | GOLF MAINTENANCE DEPARTMENT | \$ - | | \$ 377,230.90 | \$731,730 |
| FUND 507-5762-454 | GOLF PRO SHOP DEPARTMENT | \$ 1,685.08 | | \$ 177,307.92 | \$368,468 |
| FUND 507 | GOLF FUND TOTAL | | \$ 1,750.76 | | |
| FUND 508 | CUST.SVC/UT BUSINESS OFFICE | \$ - | \$ 3,843.84 | \$ 172,763.01 | \$359,455 |
| FUND 509 | MIS | | \$ - | \$ 110,537.50 | \$252,370 |
| FUND 510 | ADMIN. FACILITY | | \$ - | \$ 86,775.75 | \$395,203 |
| FUND 511 | FLEET MANAGEMENT | | \$ 1,638.18 | \$ 107,006.31 | \$270,933 |
| FUND 512 | VEHICLE REPLACEMENT | | \$ - | \$ - | \$0 |
| FUND 520 | SR DIAL A RIDE | | \$ - | \$ 147,586.48 | \$229,711 |
| FUND 521 | DIAL-A-RIDE MEDICAL TRANS. | | \$ - | \$ 14,692.76 | \$40,458 |
| FUND 525 | NEEDLES AREA TRANSIT (NAT) | | \$ - | \$ 258,417.08 | \$494,264 |
| FUND 580 | ELECTRIC | | \$ 17,267.50 | \$ 7,239,934.63 | \$8,351,073 |
| FUND 581 | NPUA CAPITAL ELECTRIC | | \$ - | \$ 26,552.00 | \$26,552 |
| FUND 582 | NPUA CAPITAL WATER | | \$ - | \$ 632,734.13 | \$2,142,785 |
| FUND 583 | NPUA CAPITAL WASTEWATER | | \$ - | \$ 2,218.00 | \$2,218 |
| FUND 650 | IMPACT FEES NORTH NEEDLES | | \$ - | \$ 30.16 | \$88 |
| FUND 651 | IMPACT FEES SOUTH AREAS | | \$ - | \$ 22.62 | \$24 |
| TOTAL | ALL FUNDS & DEPARTMENTS | | \$ 80,337.72 | \$ 20,507,357.32 | \$35,758,551 |

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

Rick Daniels, City Manager

Date

Kippy Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|----------|-----------|---------------------------|--|---------|--|--|--|-------------|
| 14878 | 3319 | CITY EMPLOYEES ASSOCIATES | 005834 005835 005836 | | 02/11/2022 02/11/2022 02/11/2022 | 101-0000-209.03-01 580-0000-209.03-01 502-0000-209.03-01 | 140.00 40.00 20.00 200.00 * | 200.00 |
| 14879 | 3286 | COLONIAL LIFE | 005809 005810 005811 005812 005813 005814 005815 005816 005817 | | 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 | 101-0000-209.03-01 502-0000-209.03-01 508-0000-209.03-01 580-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 580-0000-209.03-01 | 3,357.66 130.92 223.98 143.19 2,120.70 87.28 195.82 196.88 95.46 6,551.89 * | 6,551.89 |
| 14880 | 3399 | COURT-ORDERED DEBT COLLEC | 005837 | | 02/11/2022 | 101-0000-209.03-01 | 63.82 63.82 * | 63.82 |
| 14881 | 1305 | GREAT WEST LIFE & ANNUITY | 005824 005825 005826 | | 02/11/2022 02/11/2022 02/11/2022 | 101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 | 2,568.00 175.00 1,679.00 4,422.00 * | 4,422.00 |
| 14882 | 3634 | GREAT-WEST LIFE & ANNUITY | 005818 005819 005820 005821 005822 005838 | | 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 | 101-0000-209.01-00 101-0000-209.01-00 580-0000-209.01-00 580-0000-209.01-00 580-0000-209.01-00 101-0000-209.01-00 | 24.27 213.04 174.52 53.93 127.83 38.13 631.72 * | 631.72 |
| 14883 | 2879 | JENNIFER VALENZUELA | 005708 | | 02/11/2022 | 101-5774-452.49-01 | 480.00 480.00 * | 480.00 |
| 14884 | 1199 | SBPEA TEAMSTERS LOCAL 193 | 005827 005828 005829 005830 005831 005832 005833 | | 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 | 101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 507-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01 | 384.02 118.63 23.29 65.68 52.82 31.38 162.65 838.47 * | 838.47 |
| 14885 | 3242 | SPECIAL DISTRICT RISK | 005781 005782 005783 005784 005785 005786 | | 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 02/11/2022 | 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 | 1,052.27 4,339.19 1,594.99 109.97- 875.34 1,772.18 | |

| CHECK NO | VENDOR NO | VENDOR NAME | VOUCHER NO | P.O. NO | DATE | ACCOUNT | REMITTANCE AMOUNT (NET OF DISC/RETAIN) | CHECK TOTAL |
|----------|-----------|-----------------------|------------|---------|------------|--------------------|---|-------------|
| 14885 | 3242 | SPECIAL DISTRICT RISK | 005787 | | 02/11/2022 | 101-2030-423.24-10 | 3,480.75 | |
| | | | 005788 | | 02/11/2022 | 101-3010-431.24-10 | 3,745.26 | |
| | | | 005789 | | 02/11/2022 | 101-4730-472.24-10 | 197.40 | |
| | | | 005790 | | 02/11/2022 | 101-5772-452.24-10 | 5,902.41 | |
| | | | 005791 | | 02/11/2022 | 101-5773-452.24-10 | 1,467.95 | |
| | | | 005792 | | 02/11/2022 | 101-5774-452.24-10 | 1,925.82 | |
| | | | 005793 | | 02/11/2022 | 101-0000-209.03-01 | 7,208.96 | |
| | | | 005794 | | 02/11/2022 | 206-5771-452.24-10 | 1,303.26 | |
| | | | 005795 | | 02/11/2022 | 206-0000-209.03-01 | 334.54 | |
| | | | 005796 | | 02/11/2022 | 502-4710-471.24-10 | 4,895.34 | |
| | | | 005797 | | 02/11/2022 | 502-0000-209.03-01 | 1,281.22 | |
| | | | 005798 | | 02/11/2022 | 503-4720-475.24-10 | 3,264.03 | |
| | | | 005799 | | 02/11/2022 | 503-0000-209.03-01 | 828.90 | |
| | | | 005800 | | 02/11/2022 | 506-4713-477.24-10 | 263.22 | |
| | | | 005801 | | 02/11/2022 | 506-0000-209.03-01 | 73.80 | |
| | | | 005802 | | 02/11/2022 | 507-5762-454.24-10 | 1,685.08 | |
| | | | 005803 | | 02/11/2022 | 508-4810-478.24-10 | 2,632.16 | |
| | | | 005804 | | 02/11/2022 | 508-0000-209.03-01 | 738.00 | |
| | | | 005805 | | 02/11/2022 | 511-3020-432.24-10 | 1,270.78 | |
| | | | 005806 | | 02/11/2022 | 511-0000-209.03-01 | 336.02 | |
| | | | 005807 | | 02/11/2022 | 580-4750-473.24-10 | 11,782.34 | |
| | | | 005808 | | 02/11/2022 | 580-0000-209.03-01 | 3,008.58 | |
| | | | | | | | 67,149.82 * | 67,149.82 |

BANK/CHECK TOTAL 80,337.72
 ALL BANKS/CHECKS TOTAL 80,337.72



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 22, 2022

Title: First Beach Park Design

Background: On April 27, 2021 the City Council gave direction to staff to go out to RFP to commence the design to develop a park at First Beach. On May 25, 2021 City Council awarded the RFP Proposal for Engineering Consulting Support Services to TKE Engineering. In an effort to expedite the design process, the City utilized the newly hired engineering firm instead of going out for RFP. City Staff has worked with TKE Engineering to develop a preliminary design of the park (attached).

The design includes:

- 12,650 SF Grassy Knoll
- Restroom building
- Parking lot expansion (24 Spaces + 2 ADA)
- Concrete and decomposed granite walkways
- Shaded picnic tables with umbrella
- Bench seating
- Ramp to First Beach
- Stairs to First beach
- Covered play area
- Solar pathway lighting along the trail, parking and grass area.
- Educational Stones along path and in the grassy area

Fiscal Impact: \$19,000 from the General Fund Reserves for the Design of First Beach.

PT for SM Sylvia Miledi

Recommended Action: Approve the amount not to exceed \$19,000 to TKE Engineering for the Design of First Beach from the General Fund Reserves

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

City Management Review: *R. Cruz*

Date: *2/16/22*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *8*



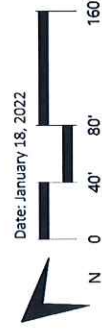
LEGEND:

- ① GRASSY KNOLL (12,650 SF)
- ② RESTROOM BUILDING
- ③ PARKING LOT EXPANSION (24 SPACES + 2 ADA)
- ④ CONCRETE WALKWAY
- ⑤ PICNIC TABLE WITH UMBRELLA ON CONCRETE PAD
- ⑥ 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)

PRELIMINARY LANDSCAPE PLAN

MARINA PARK - FIRST BEACH

CITY OF NEEDLES



Date: January 18, 2022



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: April 27, 2021

Title: First Beach Park Design (At Request of Councilor Belt)

Background: Needles Marina Resort experienced problems with silt growth that prevented boat launching at their Park. The owner pursued dredging the area to remove the silt and open the area up for better access and donate the material to the City. On October 23, 2018, the City Council approved "First Beach" as the appropriate location to utilize the donated dredge material from the Needles Marina Resort for a parking lot (see attached Exhibit "A"). The Needles Marina Resort was required to submit a Grading Plan (see attached Exhibit "B") for the dredged material and completed the work in 2020. The remainder of the work for the creation of the parking lot is to be completed by the City.

At the April 13, 2021 City Council meeting Councilor Belt request that the decision for a parking lot be revisited and instead of a parking lot, the area should be established as a City Park.

Fiscal Impact: Staff time to design a park approximately \$19,000.

Recommended Action: Provide Direction to Staff

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for Council Action

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

Meeting Date: February 22, 2022

Title: Ratify the City Managers signature on contract number C9803078 with the State of California Department of Parks and Recreation Statewide Park Development and Community Revitalization for Duke Watkins Park

Background: Beginning in 2019 City staff conducting multiple public workshops to obtain the communities input to apply for a park and recreation grant through California Department of Parks and Recreation. The types of park projects can be; 1) create a NEW park 2) EXPAND an existing park or 3) RENOVATE an existing park.

The City submitted projects for the Aquatic Center, Duke Watkins and Jack Smith Park in 2019 for the third round unfortunately the City was not awarded a project. The City resubmitted the projects in 2020 and was notified December 8, 2021 that the Duke Watkins Park project for \$3,965,400 was awarded. City Staff have begun preparing bid documents and working with the City Engineers to get a design cost estimate.

Fiscal Impact: No match required on grant, increase in grant funds.

OK for SM Sylvia Miledi

Recommended Action: Ratify the City Managers signature on contract number C9803078 with the State of California Department of Parks and Recreation Statewide Park Development and Community Revitalization for Duke Watkins Park

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: *Pick*

Date: *2/16*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *9*



DEPARTMENT OF PARKS AND RECREATION
P.O. Box 942896 • Sacramento, CA 94296-0001
(916) 653-7423

Armando Quintero, Director

February 15, 2022

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

Re: Project Name: Duke Watkins Park
Program Name: 2018 Parks Bond Act
Statewide Park Development and Community Revitalization
Project Number: SW-36-008
Contract Number: C9803078

Dear Rick Daniels:

Enclosed is a contract for the above-referenced project. Please sign and return it within 30 days. We will send you a copy after it is signed by the State. Please remember that your project must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

If you have any questions, please contact me at (916) 204-7741 or email me at Anne.Davigeadono@parks.ca.gov.

Sincerely,

Anne Davigeadono
Project Officer

Enclosure(s)

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2018 Parks Bond Act
Statewide Park Development and Community Revitalization

GRANTEE City of Needles

GRANT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2025

CONTRACT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2050

PROJECT TITLE DUKE WATKINS PARK PROJECT NUMBER SW-36-008

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$3,965,400.00

City of Needles

Grantee

By

RICHARD A. DANIELS
Typed or printed name of Authorized Representative

[Signature]
Signature of Authorized Representative

Address _____

Title City Manager

Date

2/16/22

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Typed or printed name of Authorized Representative

Signature of Authorized Representative

Title _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

| | | | | | |
|--|--------------|--|--|------------------------|--|
| CONTRACT NO C9803078 | AMENDMENT NO | FISCAL SUPPLIER I.D. 0000013351 | | | PROJECT NO. SW-36-008 |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,965,400.00 | | FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | | ITEM 3790-101-6088 | CHAPTER 6 | STATUTE 20 | FISCAL YEAR 2021/22 |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,965,400.00 | | Reporting Structured. 37900091 | Account/Alt Account. 5432000-5432000000 | ACTIVITY CODE 69807 | PROJECT / WORK PHASE 3790000SW36008 |

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Needles (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$3,965,400, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2020 to June 30, 2025.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Needles
GRANTEE

By: 
Signature of Authorized Representative

Title: CITY MANAGER

Date: 2/16/22

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: _____

Date: _____



PUMP TRACK

A photograph of a person riding a bicycle on a pump track. The track is made of green artificial turf and is set on a paved surface. The rider is wearing a dark shirt, shorts, and a blue cap. In the background, there are trees and a fence. A sign is visible on the left side of the track.

DOGGY STΔ



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 22, 2022

Title: Returning to (2) two regularly scheduled Planning Commission meetings a month

Background: In 2020 the Planning Commission went from two meetings a month to one. The Planning Commission has made an effort to address the needs of the applicants and have scheduled adjourned and special meetings to have their matters heard. In an effort to provide consistency, the Planning Commission has recommended returning to two scheduled meetings a month held on the first and third Wednesday at 4:00 P.M.

Fiscal Impact: None

Environmental Impact: None

Recommended Action: Adopt Resolution No. 2022-24 changing the Planning Commission regular meeting days to the first and third Wednesday monthly at 4:00 P.M.

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

City Management Review:

Rick

Date:

2/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

RESOLUTION NO. 2022-24

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

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

WHEREAS, at their meeting held on February 2, 2022, the Planning Commissioners voted to change their meeting day to the first and third Wednesday of each month at 4:00 pm.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves to change the Planning Commissions regular meeting days to the first and third Wednesday of each month at 4:00 pm.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Needles, California, held on the 22nd day of February 2022 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

APPROVED AS TO FORM:

ATTEST: _____

City Clerk

City Attorney



City of Needles, California Request for City Council Action

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

Meeting Date: February 22, 2022

Title: Resolution No. 2022-22 authorizing filing of an application for federal funding under FTA Section 5311 (49 U.S.C. Section 5311), the federal program providing assistance to rural transit programs, with the California Department of Transportation

Background: Section 5311 provides a portion of the annual operating funds for the Needles Area Transit (NAT).

Critical Timeline:

Fiscal Impact: \$43,526 in revenue is included in the 2021-2022 budget

Environmental: N/A

Recommendation: I MOVE to waive the reading and adopt Resolution No. 2022-22 authorizing filing of an application for federal funding under FTA Section 5311 (49 U.S.C. Section 5311), the federal program providing assistance to rural transit programs, with the California Department of Transportation

Submitted By: Cheryl Sallis, Community Services Manager

City Management Review:

Rick

Date:

2/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 11

RESOLUTION NO. 2022-22

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, AUTHORIZING
FILING OF AN APPLICATION FOR FEDERAL FUNDING UNDER
FTA SECTION 5311 (49 U.S.C. SECTION 5311), THE FEDERAL
PROGRAM PROVIDING ASSISTANCE TO RURAL TRANSIT PROGRAMS,
WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1F); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the City of Needles desires to apply for said financial assistance to permit operation of service within the City; and

WHEREAS, the City of Needles has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, does hereby authorize Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Community Services Manager, to file and execute applications on behalf of the City of Needles with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F), as amended.

BE IT FURTHER RESOLVED that Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Community Services Manager, is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

BE IT FURTHER RESOLVED that Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Community Services Manager, is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

BE IT FURTHER RESOLVED that Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Community Services Manager, is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 22nd day of February, 2022, by the following roll call vote:

RESOLUTION NO. 2022-22
(Page Two)

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney



City of Needles, California Request for City Council Action

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

Meeting Date: February 22, 2022

Title: Resolution No. 2022-23 approving a Short Form Contract between the City of Needles and California Highway Patrol for grant funding to conduct an Every 15 Minutes Program at the Needles High School

Background: Deputy Cody Becker is organizing an Every 15 Minutes Program at the High School and describes the event as: It is designed by the Office of Traffic Safety (and grant reimbursed) to simulate a realistic DUI collision with fatalities. It hits home for students and parents because of the realism and the close friendships between the role players and fellow students. I am working with county fire, baker ambulance, CRMC, NUSD, and A&G Tow for this event. All of them are overly excited to participate and help curb driving under the influence with our community youth.

The Program is scheduled for April 4-5, 2022.

Critical Timeline:

Fiscal Impact: Not to exceed a cost of \$9,000 to be reimbursed by grant funds

Environmental: N/A

Recommendation: I MOVE to waive the reading and adopt Resolution No. 2022-23 approving a Short Form Contract between the City of Needles and California Highway Patrol for grant funding to conduct an Every 15 Minutes Program at the Needles High School.

Submitted By: Cheryl Sallis, Community Services Manager/Deputy Cody Becker

City Management Review:



Date:

2/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

12

RESOLUTION NO. 2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, APPROVING A
SHORT FORM CONTRACT BETWEEN THE CITY OF
NEEDLES AND CALIFORNIA HIGHWAY PATROL FOR
GRANT FUNDING TO CONDUCT AN EVERY 15 MINUTES
PROGRAM AT THE NEEDLES HIGH SCHOOL

WHEREAS, the San Bernardino County Sheriff's Department/Needles Police Department desires to participate in and conduct an Every 15 Minutes Program at the Needles High School; and

WHEREAS, the two day Program, designed by the Office of Traffic Safety, focuses on teenagers by challenging them to think about drinking and drugged driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, community, and many others; and

WHEREAS, simulation of a realistic driving under the influence (DUI) collision with fatalities will be staged to further impress upon the students the reality and impact of drinking and drugged driving; and

WHEREAS, the City is eligible for grant funding through the California Highway Patrol for reimbursement of the cost of the Every 15 Minute Program up to \$9,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Short Form Contract between the City of Needles and California Highway Patrol for grant funding to conduct an Every 15 Minutes Program at the Needles High School and authorizes the Mayor to sign same.

BE IT FURTHER RESOLVED that Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Community Services Manager, is authorized to execute and file the Agency Contract Claim for Reimbursement.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 22nd day of February, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 1/2013)

CHP CONTRACT NUMBER

21C061069

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

95-6000750

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT CONTRACT AND INVOICES TO:

California Highway Patrol
 Research and Planning Section; ATTN: Elizabeth Humphers
 P. O. Box 942898
 Sacramento, CA 94298-0001

FOR STATE USE ONLY

STD. 204 ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFIED SMALL BUSINESS
 CCCs ☒ N/A ☐ ON FILE ☐ ATTACHED CERTIFICATE NUMBER
☐ DVBE % ☒ N/A ☐ GFE
☐ Late reason
☐ Public Works Contractor's License
☒ Exempt from bidding SCM 5.80 B.3.b

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.

California Highway Patrol

CONTRACTOR'S NAME, hereafter called the **Contractor**.

City of Needles

2. The agreement term is from **2/14/2022** or upon approval, whichever is later, to **6/30/2022**3. The maximum amount payable is \$ **9,000.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (Attach list if applicable.)

4. Payment Terms (**Note:** All payments are in arrears.) ☒ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☒ ITEMIZED INVOICE ☒ OTHER Contractor will invoice using the Agency Contract Claim for Reimbursement, Exhibit B

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

☒ ADDITIONAL PAGES ATTACHED

a. Contractor agrees to implement the Every 15 Minutes (E15M) program as outlined in Exhibit A, Program Specifications.

b. The proposed dates of the program at Needles High School are April 4-5, 2022.

e. THE CHP REPRESENTATIVE CONTACT INFORMATION IS:

ELIZABETH HUMPHERS, RESEARCH AND PLANNING SECTION: (916) 843-3359 OR ELIZABETH.HUMPHERS@CHP.CA.GOV

c. CHP reserves the right to cancel this agreement within thirty (30) days with prior written notice.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

☒ GTC* 610 ☐ GIA* _____ *If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.☒ Other Exhibits (List) Exhibit A - Program Specifications, Exhibit B - Reimbursement Claim**In Witness Whereof, this agreement has been executed by the parties identified below:**

| STATE OF CALIFORNIA | | CONTRACTOR | | | |
|---|---------------|---|---------|-------------|---------------------------------|
| AGENCY NAME | | CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | | |
| California Highway Patrol | | City of Needles | | | |
| BY (Authorized Signature) | DATE SIGNED | BY (Authorized Signature) | | DATE SIGNED | |
| | | | | 2/22/22 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | PRINTED NAME AND TITLE OF PERSON SIGNING | | | |
| Jacquelyn Ngo, Commander | | Jeffrey H. Williams, Mayor | | | |
| ADDRESS | | ADDRESS | | | |
| P.O. Box 942898, Sacramento, CA 94298-0001 | | 817 Third Street Needles, CA 92363 | | | |
| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | OBJECT CODE |
| MV Acct State Trans | 2720-001-0044 | 21/22 | 21 | 21 | 27203061-5301050- 2050010174 |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | SIGNATURE OF CHP ACCOUNTING OFFICER | | | DATE SIGNED |
| | | | | | |

EVERY 15 MINUTES

A. INTRODUCTION

1. Contractor agrees to implement the *Every 15 Minutes* program, a two-day program focusing on teenagers challenging them to think about drinking and drugged driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, their community, and many others.
2. This contract may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement. Any Contractor making a claim for reimbursement as a result of early termination must indicate their intent upon cancellation and shall submit their claim for reimbursement within 30 days of written cancellation.

B. PROCEDURES

1. Contractor agrees to follow the standard outline of the *Every 15 Minutes* program, as laid out in the *Every 15 Minutes* Procedural Manual. The overall program and guidelines presented within the procedural manual should be followed as closely as possible in order to maintain the integrity and consistency of the program. Major deviations from the procedural manual, adding to or changing the impaired driving education message of the program (including, but not limited to, adding information related to distracted driving, etc.), could result in a reduction in reimbursement or an inability of the California Highway Patrol to provide any reimbursement when the final claim is paid.

The *Every 15 Minutes* Procedural Manual, as well as other important documents and information regarding the *Every 15 Minutes* program that shall be used during the course of the program, can be located at www.chp.ca.gov.

2. Contractor agrees to use the following standard language in all press, media, and printed materials: "*Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.*"
3. Contractor agrees to work in cooperation with the assigned representative from the local California Highway Patrol Office (normally the Public Information Officer) during the planning process. The local California Highway Patrol officer shall be the Contractor's primary point of contact shall be included in all planning and committee meetings, as well as the entire Day 1 and 2 activities, to include the overnight retreat.
4. A representative from the California Highway Patrol shall attempt to attend each planning meeting (student, parent, and core group committee) during the course of the program planning process. In addition, a representative from the California Highway Patrol shall be present on Day 1 of the program for the crash scene, removal of students from class,

participate in the coordination of other first responders, etc., as well as attend and/or assist in chaperoning the retreat(s). Additionally, a minimum of at least one representative from the California Highway Patrol shall attend the Day 2 assembly.

5. The Contractor shall assign no less than two students from the high school student body to program committee(s) for participation in the organization and planning of the *Every 15 Minutes* program at the subject school. Students selected to serve on the program committee(s) should not also be selected as crash victims/living dead participants during Day 1 and 2 program activities.
6. Contractor shall provide a copy of this contract to the on-site program coordinator in order to ensure the terms and conditions of this contract are met and followed throughout the course of planning.

C. TERMS AND CONDITIONS

1. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed thereunder and shall make them available at the Contractor's California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.
2. The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and (b) Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
3. Contractor shall not assign or transfer interest in this contract without the prior written approval from the California Highway Patrol and the Office of Traffic Safety.
4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
5. The Contractor shall function as the prime contractor of this contract and shall manage the performance of any subcontractors. Contractor shall enter into subcontracts contingent upon the California Highway Patrol and Office of Traffic Safety approval. The Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of, each subcontractor for work performed in accordance with the terms of this contract.

All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Contractor, the California Highway Patrol, the Office of Traffic Safety, and/or the National Highway Traffic Safety Administration, or their designated representatives, for a minimum of three years after final payment. Each subcontract to which the California Highway Patrol and Office of Traffic Safety have consented shall contain a provision that further assignments shall not be made to any third or subsequent

tier subcontractor without additional written consent of the California Highway Patrol and Office of Traffic Safety.

6. Contractor, and any subcontractors, agree to abide by the General Terms, Conditions, and Certifications contained in the Office of Traffic Safety Grant Program Manual, Chapter 6, Exhibit 6-A, all of which by reference herein shall be made a part of this contract. The General Terms, Conditions, and Certifications are available online at www.ots.ca.gov.

D. FUNDING

1. For the purposes of this specific contract, Contractor recognizes that funding for the Every 15 Minutes program is contingent on the California Highway Patrol receiving funding from the Office of Traffic Safety.
2. Payment shall be made from funds appropriated to the California Highway Patrol and are subject to the fiscal procedures of the State of California. The maximum amount payable under this contract shall not exceed nine thousand dollars (\$9,000.00).

E. EXPENSES

1. The following is a list of costs eligible for reimbursement:
 - Materials and supplies necessary to implement the Every 15 Minutes program, including but not limited to;
 - Paper and/or printing costs necessary for reproduction of the assembly program,
 - Office supplies reasonable and necessary for use during the course of the program activities only,
 - Supplies to make headstones and/or obituaries,
 - Flowers for the Day 2 assembly, or "funeral,"
 - Makeup for the living dead/crash victims,
 - Stamps/postage (excluding costs of overnight shipping charges).
 - Blank DVDs/flash drives
 - Reimbursement will be provided for purchase of DVDs/flash drives as necessary to disseminate the video to the program participants only.
 - Rental of sound/audio/video equipment and/or vendors necessary to produce the program video or amplified sound during the crash scene and/or assembly.
 - ***We strongly encourage student produced videos for the purposes of this program.*** School-run media/audio classes may rent equipment needed to assist them in the production of the program video, or to provide sound during the program, if needed.
 - Rental of bleachers or chairs for viewing of the crash scene and/or assembly.

- The cost for motivational/guest speakers
 - Reimbursement for motivational/guest speaker shall not exceed \$1,000 per speaker, to include all charges and services associated with speaking during the program, including travel.
 - Any motivational/guest speaker hired to perform services during a multi-school program (i.e.: two or more schools who have joined together to implement a program collaboratively) will still only be reimbursed for charges up to the allowable amount (\$1,000). Speaker will not be reimbursed for speaking fees per each individual school and/or contract.
 - Any speaker requesting reimbursement for travel expenses shall provide an itemized invoice listing all travel charges, and will be reimbursed at the current state rates.
 - Reimbursement will not be provided for out of state travel.
 - For a list of the current state lodging rates, please visit the Department of Human Resources website, www.calhr.ca.gov.
- Lodging for the student retreat
 - Lodging will be reimbursed for Day 1 and 2 of the program only. Any lodging costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.
 - Lodging will be reimbursed at the current state rate pertaining to the retreat location, plus any applicable taxes. Any costs exceeding current state lodging rates will not be reimbursed. For a list of the current state lodging rates, please visit the Department of Human Resources website, www.calhr.ca.gov.
- Transportation (buses or vans)
 - Transportation for students and adult chaperones to/from the overnight retreat.
 - Transportation will be reimbursed for Day 1 and 2 of the program only. Any transportation costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.
- Thank you cards, plaques, etc. for donors and community supporters
 - Reimbursement of thank you cards, plaques, etc. shall not exceed \$100, to include all charges and services associated with the items.
 - The California Highway Patrol provides a free, downloadable "Certificate of Appreciation" available at no cost to the Contractor. The certificate can be used in place of purchasing thank you cards and/or plaques.
 - To view the certificate, please visit our website www.chp.ca.gov.
- Contractor agrees additional costs not listed above may be allowable upon prior written approval from the California Highway Patrol and Office of Traffic Safety. If a questionable cost may be incurred, Contractor agrees to contact the California Highway Patrol, in writing, requesting prior approval for the expenditure.

2. The following is a list of costs not eligible for reimbursement:

- **Duplication of services**
 - Reimbursement will not be provided for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, including the California Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains, counselors, or other community groups/ agencies as listed in the Every 15 Minutes Procedural Manual. This program is a community-based effort, encouraging members of the community to volunteer time, services, and resources for the common goal of educating teenagers.
- **Purchase of t-shirts, sweatshirts, shorts, or any other type of clothing or costume for the program participants, coordinators, or outside resources/agencies.**
 - Printing and/or design charges on t-shirts or other clothing items.
- **Purchase of sound/audio/video equipment, including, but not limited to; computers, microphones, projectors and screens, cameras/camcorders, batteries, tripods, external hard drives, SD cards, phones, televisions, DVD players, iPods/iPads, etc.**
- **Promotional items, including, but not limited to; lanyards, banners/posters, key chains, bags/backpacks, bracelets, rulers, pencils/pens, balloons, coffee cups, bumper stickers, and stationery.**
- **Food/beverages**
 - Meals or food items of any kind. This includes beverage items such as coffee, bottled water, soda, juice, or any other beverages.
- **Paper products including, but not limited to, plates, utensils, cups, napkins, tablecloths (paper or fabric), or any other paper products.**
- **Flash bang devices.**
- **Tarps.**
- **Fatal Vision goggles.**
- **Permits costs for street closures.**
- **Salary and/or overtime (i.e., substitute teachers, personnel at allied agencies, etc.).**
- **Administrative costs**
 - Reimbursement will not be provided for any administrative and/or indirect costs incurred associated with the preparation of reports, documents, etc., generated as a result of grant required paperwork.

- Tips/Gratuities
 - Any tip(s) provided by the Contractor to vendors, sub-contractors, for services received, etc., are made at the discretion of the Contractor and are not reimbursable under this grant.
 - Insurance fees, including supplemental insurance policies or facility rental insurance.
 - Parking fees, including charges for parking permits, tolls, or bridges.
 - Entertainment.
 - Costs of amusement, social activities, and any costs directly associated with such activities (i.e., tickets to shows or sporting events, lodging, rental of facilities, transportation to/from, and gratuities).
 - Toys and/or games.
 - Music
 - Reimbursement will not be provided for the purchase of music (online, streaming fees, physical copy, etc.), gift cards (i.e., iTunes gift cards), music rights fees, or any other costs/fees associated with purchasing music for the purposes of the program.
 - Fees for webpage costs, domain names, hashtags, social media filters, or any other online personalized purchases.
 - Program Advertising. Costs of billboard space, radio/television air time, and newspaper/magazine advertisement (including articles/ads of appreciation to supporters of the program) for program-related messages and activities.
 - Cost of overnight or courier mail service.
 - Contributions and donations, including cash, property, and services to others, regardless of the recipient.
 - Cost of fund-raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the *Every 15 Minutes* program video) or obtaining contributions.
 - Scholarships.
 - Contest prizes and/or gifts (i.e., cash and/or gift certificates).
3. Only the costs as specified herein, are authorized for reimbursement by the California Highway Patrol to Contractor under this contract. Any other costs incurred by Contractor in the performance of this contract are the sole responsibility of the Contractor.

4. All items to be purchased under this contract are considered expendable and title to the items are vested to the local agency. No inventory controls are required except reporting of what was actually purchased. No non-expendable items, defined as having a unit cost of \$5,000 or more, are authorized for purchase under this contract.
5. If Contractor accepts monetary donations from Department of Alcoholic Beverage Control licensed establishments, liquor wholesalers, distributors, or manufacturers, NO display of alcoholic beverage brand logos or other brand identification is permitted.

F. REIMBURSEMENT

1. In order to be eligible for reimbursement, Contractor shall furnish a final report package to the California Highway Patrol within thirty (30) days after completion of the *Every 15 Minutes* program. If the reimbursement package is not submitted as stated above, the agreement may be cancelled and any request for reimbursement may be denied.
2. Contractor understands in order to be eligible for reimbursement costs incurred and claimed must be necessary and reasonable for proper implementation of the program, be incurred after the effective date of the contract and on or before the contract termination date, and cannot result in a profit or other increment to the contracting agency.
3. Payment of approved reimbursable costs shall be made in arrears, on a one-time basis. Payment to the Contractor shall be made within 45 days of the California Highway Patrol's approval of invoices, however, no late payment or interest penalties are applicable to payments not made within this time period.
4. In order to be eligible for reimbursement, the reimbursement package shall consist of all the following items. The reimbursement package will be considered incomplete if all of the below materials are not submitted:
 - A written, final report by the Contractor on Contractor's official letterhead
 - The final report shall be at least one page in length and consist of an overview of the entire program, from the planning stages through the debriefing process, as well as a final conclusion.
 - Additional materials shall include all of the following items:
 - Program operational plan,
 - Letters sent from school to parents/students/community,
 - Day 2 assembly program
 - Copies of any newspaper or online articles that were published,
 - Pictures,
 - Press release (if issued),
 - Program video (physical copy submitted on video or flash drive; an online link will not be accepted),
 - Any other materials you feel will highlight your program.
 - Agency Contract Claim for Reimbursement (see page 9).
 - Copies of all invoices/receipts being claimed for reimbursement

5. The reimbursement packet will be considered incomplete if all requested documents and materials are not submitted concurrently. Contractor understands untimely submission of reimbursement claims may result in loss or reduction of grant funding.
6. The California Highway Patrol may delete from Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive, or violates any other provisions of the contract.
7. Contractor agrees to refund to the California Highway Patrol any amounts claimed for reimbursement and paid to Contractor that are later disallowed by the California Highway Patrol, or other official auditor, after audit or inspection of records maintained by the Contractor.
8. All invoices and correspondence are to be mailed in accordance with the applicable instructions. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the contract are not allowable.

INSTRUCTIONS:

- 1) Provide an itemized listing of all reimbursable expenses. An attached spreadsheet will not be accepted.
- 2) All invoices/receipts must be legible, printed single sided, and show a valid date. If a receipt is less than 8-1/2" x 11", affix receipt to paper with clear tape or paperclip. **DO NOT USE STAPLES**
- 3) Sign below where indicated. A reimbursement cannot be made without an original signature.
- 4) Return this form, along with all other required items per your contract, to:
California Highway Patrol, 061-Every 15 Minutes Program, PO Box 942898, Sacramento, CA 94298-0001

| | |
|---|--------------------------------------|
| CONTRACTOR NAME: City of Needles | CONTRACT NUMBER: 21C061069 |
| STREET ADDRESS: 817 Third Street | |
| CITY, STATE, ZIP CODE: Needles, CA 92363 | PROJECT #AL22005 TIDE III grant |

| ITEMIZED LISTING OF EXPENSES: | AMOUNT: |
|---|---------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL REIMBURSEMENT (not to exceed \$9,000) | |

Print Contractors Name/Title

Date _____

Contractor's Signature



City of Needles, California Information Only

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

Meeting Date February 22, 2022

Title: Well No. 16 Drilling Timeline

Background: On Thursday February 17, 2022, the City held a ground breaking ceremony at the new well site. Enclosed is the tentative well drilling schedule.

Fiscal Impact Finding: funded by the State Water Resource Control Board

Recommended Action: N/A

Submitted By:

City Management Review: Rick

Date: 2/16/22

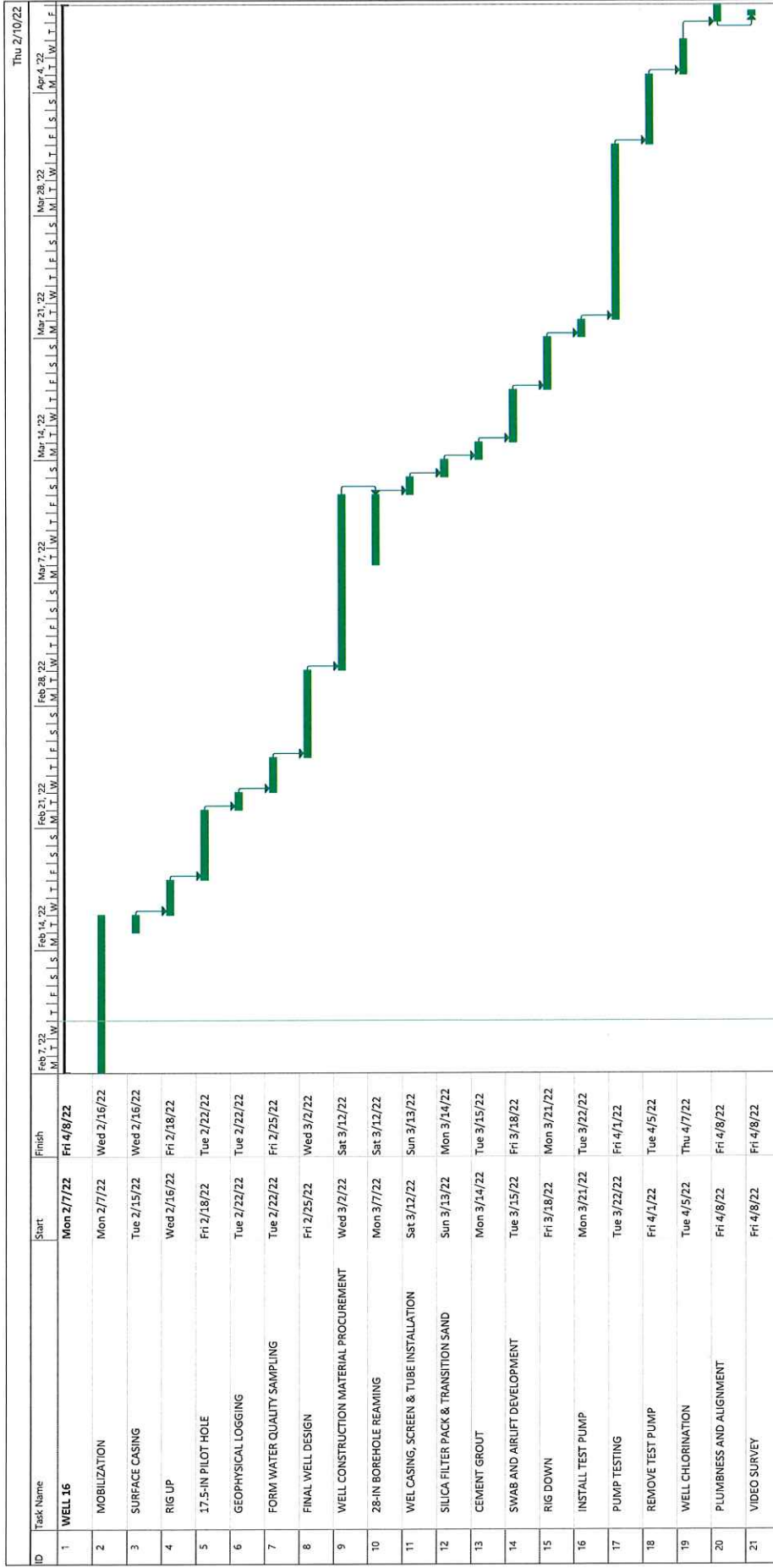
Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 13





City of Needles, California Request for Council Action

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

Meeting Date: February 22, 2022

Title: Adopt Ordinance No. 648-AC Intent to Comply with Senate Bill 1383 Regulations to the Department of Resources Recycling and Recovery (CalRecycle)

Background: In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must:

- Reduce organic waste disposal 50% by 2020 and 75% by 2025.
- Rescue for people to eat at least 20% of currently disposed surplus food by 2025.

California's Short-Lived Climate Pollutant Reduction law, often called SB 1383, establishes methane reduction targets for California. California SB 1383 is a bill that sets goals to reduce disposal of organic waste in landfills, including edible food. The bill's purpose is to reduce greenhouse gas emissions, such as methane, and address food insecurity in California. Aspects of this law ensure that food scraps are composted and compost is purchased by cities. Composting, industrial uses, and animal feed are good environmental uses for inedible food or other organic material. Landfilling organic waste is a significant source of local air quality pollutants, which can cause respiratory issues and hospitalizations for community members.

CalRecycle offers a low population waiver for the collection and process of organic material for up to 5 years. The City submitted a waiver request which was approved. CalRecycle is requesting each jurisdiction to adopt an ordinance of the intent to comply with SB1383 regulation to obtain grant funding.

Fiscal Impact: None at this time

Recommended Action: Approve for Introduction Ordinance No. 648-AC Intent to Comply with Senate Bill 1383 Regulations to the Department of Resources Recycling and Recovery

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: R. Torrance

Date: 2/16

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 14

ORDINANCE NO. 648 - AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES
INTENT TO COMPLY WITH SENATE BILL 1383 REGULATIONS TO THE DEPARTMENT OF
RESOURCES RECYCLING AND RECOVERY

WHEREAS, pursuant to Public Resources Code section 40502 the Department of Resources Recycling and Recovery (CalRecycle) has established regulations, codified in California Code of Regulations Title 14, section 18981.2, that require jurisdictions to adopt enforceable mechanisms to ensure compliance with Senate Bill (SB) 1383 (Short-Lived Climate Pollutants) that must be in place by January 1, 2022; and

WHEREAS, a jurisdiction may apply to the Department of Resources and Recovery for a low population waiver for its generators of some or all of the requirements of Article 3 in 14 CCR 18984 through 18984.13.; and

WHEREAS, the City submitted a low population waiver on February 10, 2022 for Article 3 in 14 CCR 18984 through 18984.13. for 5 years; and

WHEREAS, the Department of Resources Recycling and Recovery approved the City of Needles waiver request.

NOW, THEREFORE, BE IT RESOLVED that the City Council issued a notice of intent to comply with SB1383 regulations from the Department of Resources Recycling and Recovery who approved the 5-year waiver unless extended.

PASSED, APPROVED FOR INTRODUCTION at a regular meeting of the City Council of the City of Needles, California, held on the 22nd day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

APPROVED AS TO FORM:

ATTEST: _____

City Attorney

City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 8th day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

APPROVED AS TO FORM:

ATTEST: _____

City Attorney

City Clerk

NEW CALIFORNIA ORGANICS LAW REQUIREMENTS

SB 1383 is a new law that requires the state to dramatically expand its composting abilities and reduce the amount of waste sent to landfills.

THE LAW SETS THE FOLLOWING TWO TARGETS TO BE ACHIEVED BY 2025:

1. DIVERT ORGANICS FROM LANDFILL

Reduce statewide disposal of organic waste by 75% from 2014 levels.

Organic waste (organics) such as food waste, green waste, landscape and pruning waste, and nonhazardous wood waste make up half of what Californians dump in landfills. When organic waste is sent to landfill, it decomposes anaerobically (without oxygen) which creates methane — one of the most potent greenhouse gases in Earth's atmosphere. Methane is a short-lived climate pollutant that is 84 times stronger than carbon dioxide over a 20-year period. NASA recently captured satellite images of California landfills and published an inventory showing them as super emitters of methane. Keeping organic material out of landfills will slow the rate of greenhouse gas accumulation and begin to reduce their impacts.



2. RECOVER EDIBLE FOOD

Rescue at least 20% of currently disposed of edible food (food intended for human consumption) to feed people in need.

Food recovery means collecting edible food that would otherwise go to landfill and redistributing it to feed people in need.

Californians send 11.2 billion pounds of food to landfills each year, some of which was still fresh enough to have been recovered to feed people in need. One in 5 children go hungry every night in California — redirecting perfectly edible food to feed those in need can help alleviate this. Feeding hungry people through food recovery is the best use of surplus food and a vital way for California to conserve resources and reduce waste thrown in landfills.





To reduce food waste and address food insecurity, surplus edible food will instead go to food banks, soup kitchens, and other food recovery organizations and services to help feed Californians in need.



HOW TO COMPLY WITH SB 1383

Everyone: municipalities, haulers, processors and generators like businesses and single/multifamily residents are required to keep organic materials out of the landfill and can receive fines if they do not comply.

If you own a business or apartment/condo complex (of five units or more), you are required to:

-  Divert organics from the landfill by arranging for organics collection service (likely provided by your current garbage and recycling hauler) **OR** self-haul organic waste to a specified composting facility, community composting program, or other collection activity or program.
-  Provide collection containers for recycling and organics to customers, tenants, and employees.
-  Provide education to employees and customers on proper sorting of recyclables and organic materials. We offer free printable posters to help with this on our website at urecycle.org/posters.
-  Recover edible food. See reverse for important edible food recovery information.



CONTACT INFO GOES HERE

NEW CALIFORNIA ORGANICS LAW REQUIREMENTS

COMMERCIAL EDIBLE FOOD GENERATORS SB 1383 REQUIREMENTS

To comply with SB 1383, commercial edible food generators are required to 1) divert organics from the landfill and 2) recover the maximum amount of their edible food that would otherwise go to landfills. See reverse side of this document for information about landfill diversion. Edible food waste, applies only to commercial food generators and implementation is split into two tiers:

TIER ONE BUSINESSES MUST COMPLY BY 1/1/2022

- Supermarkets
- Grocery Stores (with a total facility size greater than 10,000 sq. ft.)
- Food Service Providers
- Wholesale Food Vendors
- Food Distributors

TIER TWO BUSINESSES MUST COMPLY BY 1/1/2024

- Restaurants (with more than 250 seats, or greater than 5,000 sq. ft.)
- Hotels (with onsite food facility and more than 200 rooms)
- Health facilities (with onsite food facility and more than 100 beds)
- State agencies (with a cafeteria with more than 250 seats, or greater than 5,000 sq. ft.)
- Local education agencies (with an onsite food facility)
- Large venues
- Large events

HOW TO COMPLY WITH SB 1383 THE EDIBLE FOOD RECOVERY REQUIREMENTS

RECOVER EDIBLE FOOD

Arrange to recover the maximum amount of edible food that would otherwise be landfilled.

CONTRACT WITH A FOOD RECOVERY ORGANIZATION

Enter into a contract or written agreement with a food recovery organization or service that will either: (1) collect your edible food for food recovery; or, (2) accept food that is self-hauled to the food recovery organization during the delivery/drop off times specified in the contract or written agreement.

MAINTAIN RECORDS

Maintain records related to edible food recovery activities. This recordkeeping includes maintaining:

- A list of each food recovery service or organization that collects or receives your edible food.
- A copy of contracts or written agreements between your business and each food recovery organization or service that you have a contract or agreement with, including contact information; types of food collected or self-hauled, collection schedule, and quantity of food collected or self-hauled, measured in pounds recovered per month.

FOOD RECOVERY ORGANIZATIONS

Recovery organizations include, but are not limited to: food banks, food pantries, soup kitchens, other non-profits that distribute food to people in need, food runners, or other for-profit food recovery services. One well-established, local organization is the High Desert Food Collaborative. Call them at (442) 267-4444 for more information.



CONTACT FOR MORE INFORMATION

CONTACT INFO GOES HERE



Subject: SB 1383 Waiver Approval

Your waiver request is approved.

All Department approved waivers and the date effective will be posted on CalRecycle's website: <https://www.calrecycle.ca.gov/organics/slcp/waivers/approved>.

Please keep this notification and a copy of your submitted waiver request for your records.

If you have any questions, please contact your LAMD representative at (916) 341-6199.

Low Population Waiver Application for Cities or Special Districts Providing Solid Waste Collection Services

CalRecycle is providing this form as a convenience to assist cities or special districts providing solid waste collection services for purposes of applying for low population waivers under 14 CCR 18984.12(a). Use of this form is optional and not a regulatory requirement.

A jurisdiction (city or special district providing solid waste collection services) may apply to CalRecycle for a waiver for some or all of its generators from some or all of the requirements of Article 3 in 14 CCR 18984 through 18984.13.

To qualify for a low population waiver, the following must apply to the jurisdiction:

- The jurisdiction disposed less than 5,000 tons of solid waste in 2014 as reported in the CalRecycle Disposal Reporting System.
- The jurisdiction has a total population of less than 7,500 people.

CalRecycle-approved waivers are valid for a period of up to five years. A jurisdiction may apply to renew a waiver at any time up to 180 days prior to the expiration of an existing approved waiver. An approved waiver does not waive a jurisdiction from its obligation to comply with the other requirements of the SB 1383 regulations including, but not limited to, promoting and providing information to generators about waste prevention, community composting, managing organic waste on site, and other means of recovering organic waste.

Please clearly print or type your responses. Attach additional pages as necessary.

| | |
|---|---------------------------|
| Jurisdiction Name: City of Needles | County: San Bernardino |
| Person Completing the Application: | |
| First Name: Rainie | Last Name: Torrance |
| Title: Assistant Utility Manager | |
| Mailing Address: 817 Third Street | |
| City: Needles | |
| Zip Code: 92363 | |
| E-mail Address: rtorrance@cityofneedles.com | |
| Phone Number: 760-326-5700 X140 | |

| | | |
|--|---|---|
| 1. Did you dispose less than 5,000 tons of solid waste in 2014 as reported in the Disposal Reporting System? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. What is the current total population of your jurisdiction? | 5,382 | |
| 3. How many generators are included in this waiver request? (This total includes all generators, such as residential, commercial, industrial, etc.) | 3,100 | |
| 4. What duration are you requesting? | <input type="checkbox"/> 1 year | <input type="checkbox"/> 2 years |
| | <input type="checkbox"/> 3 years | <input type="checkbox"/> 4 years |
| | | <input checked="" type="checkbox"/> 5 years |

| | | | | | |
|---|---|--|--|--|--|
| (Requests cannot be longer than 5 years) | | | | | |
| 5. What requirements of Article 3 in 14 CCR 18984 are you requesting to be waived? (Select all that are that are applicable to this request.) | | | | | |
| <input checked="" type="checkbox"/> 14 CCR 18984 Combined Organic Waste Collection Services | <input checked="" type="checkbox"/> 14 CCR 18984.1 Three-Container Organic Waste Collection Services | <input checked="" type="checkbox"/> 14 CCR 18984.2 Two-Container Organic Waste Collection Services | | | |
| <input checked="" type="checkbox"/> 14 CCR 18984.3 Unsegregated Single Container Collection Services | <input checked="" type="checkbox"/> 14 CCR 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services | <input checked="" type="checkbox"/> 14 CCR 18984.5 Container Contamination Minimization | | | |
| <input checked="" type="checkbox"/> 14 CCR 18984.6 Recordkeeping Requirements for Container Contamination Minimization | <input checked="" type="checkbox"/> 14 CCR 18984.7 Container Color Requirements | <input checked="" type="checkbox"/> 14 CCR 18984.8 Container Labeling Requirements | | | |
| <input checked="" type="checkbox"/> 14 CCR 18984.9 Organic Waste Generator Requirements | <input checked="" type="checkbox"/> 14 CCR 18984.10 Commercial Business Owner Responsibilities | This box is blank | | | |

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.

Rainie
Torrance

Digitally signed by Rainie
Torrance
Date: 2022.02.10 16:07:10
-08'00'

Rainie Torrance

Assistant Utility Manager

2/10/22

Signature

Printed Name

Title

Date



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: February 22, 2022

Title: Ballot Measures for the November 8, 2022, General Municipal Election

Background: The suggested last day to include a measure(s) on the ballot is June 20 therefore a resolution will be placed on the Council June 14 agenda for Calling the Election, Consolidating with the County and placing measure(s) on the ballot.

In the past the Council has discussed submitting ballot measures to the voters on such matters as the Cannabis Tax Collection Methodology and the applicability of the Transient Occupancy Tax to short term rentals (less than 30 days). Ballot measures can only be considered by the voters at a General Election at which Councilors are being elected.

Fiscal Impact: Unknown at this time

Recommendation: Provide staff direction to agendize an action item for the next regular meeting.

Submitted By: Dale Jones, CMC, City Clerk

City Management Review: Rick

Date: 2/10/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 15

CALENDAR OF EVENTS

CA MUNICIPAL ELECTION

November 8, 2022

New Laws Chaptered in 2021 Go Into Effect on January 1, 2022 Unless Noted.

(check with your county / election official for their deadlines for arguments and rebuttal filings)

| Date(s) | E minus | to E minus | Action |
|---|----------------|------------|---|
| May 20 | -172 | | Suggested Last Day to File Petitions Regarding Measure |
| June 20 | -141 | | Suggested Last Day for Council to Adopt Resolutions |
| June 21 | -140 | | Suggested Last Day to Post Notice of Deadline for Filing Arguments and Impartial Analyses |
| June 21 | | | Election Official to Publish Notice of Election – Measure(s) Only, No Candidates |
| See County Calendar | | | Last Day to File Arguments & Impartial Analyses / See your County's Calendar |
| | | | The suggested last day to file arguments & impartial analyses is recommended to be 7-14 days after Council calls the Election |
| | | | (See County's deadline) |
| July 4 to July 18 | -127 | -113 | Election Official to Publish Notice of Election - for Candidates |
| July 11 | -120 | | Last Day to Adopt Regulations for Candidates Statements |
| July 18 to August 12 | -113 | -88 | Filing Period for Nomination Papers and Candidate's Statements |
| August 12 | -88 | | Last Day to Call Election For Ballot Measures |
| August 12 | -88 | | Last Day to Withdraw Initiative Petition |
| August 12 by 5:00 pm | -88 | | Last Day for County to Receive Resolutions Requesting Consolidation & Services |
| August 12 | -88 | | Last Day to File Nomination Papers |
| See County Calendar | | | Last Day to File Rebuttal Arguments / 10 Days after Arguments / see County's calendar |
| August 17 | -83 | | Last Day to File Nomination Papers – Extended Filing Period if incumbent fails to file |
| August 17 | -83 | | Last Day to Withdraw Measure(s) from Ballot |
| August 18 | -82 | | Secretary of State to Determine Order of Names on Ballot |
| August 22 or August 29 | -78 | -71 | Last Day of Public Review Period for Candidates Statements |
| August 25 | -75 | | Last Day to Cancel Election – Insufficient Candidates |
| September 12 to October 25 | -57 | -14 | Filing Period for Write-in Candidate |
| September 29 | -40 | | Last Day to File Campaign Expenditure Statements - 1st Pre-election Statement |
| October 10 | -29 | | First Day for Mailing Permanent Vote by Mail Voter Ballots |
| October 10 | -29 | | First Day for Mailing Vote by Mail Voter Ballot Packets |
| October 10 to November 1 | -29 | -7 | Voters May Request Vote by Mail Ballots with Regular Applications |
| October 18 | -21 | | Last Day to Mail Voter Information Guides and Polling Place/Vote Center Notices |
| October 24 | -15 | | Last Day to Register to Vote |
| October 25 | -14 | | Last Day to File for Write-in Candidate |
| October 27 | -12 | | Last Day to File Campaign Expenditure Statements - 2nd Pre-election Statement |
| November 1 | -7 | | Last Day for Election Official to Publish Notice of Nominees |
| November 7 | -1 | | Last Day for Council to Adopt Procedures to Resolve Tie Vote |
| November 8 | 0 | | ELECTION DAY |
| November 11 | 3 | | Last Day to Receive Vote by Mail Voter Ballots If Postmarked on Election Day |
| December 6 | 28 | | Last Day to Receive "Signature Verification Statements" for Vote by Mail Voter Ballots |
| December 6 | 28 | | Last Day to Receive Signed "Unsigned Ballot Statements" for Vote by Mail Voter Ballots |
| No Later Than December 8 | 30 | | Election Official to Canvass the Returns |
| Within 5 days of completing the semi-official canvass above | | | Election Official to Hand Tally the Undervotes of a Write-in Candidate if requested by a write-in candidate |
| No Later Than December 8 | 30 | | Election Official to Conduct Manual Tally |
| No Later Than December 8 | 30 | | Last Day for County to Certify Results |
| December 8 | December 23 | E+30+15? | City to Declare Results, Reorganize Council and Choose Mayor Pro Tem (and Mayor if applicable) - EVEN YEAR |
| (30 days after Assuming Office) | | | Filing of Statement of Economic Interests |
| January 31 | semi-annual | | Last Day to File Campaign Expenditure Statements - Semi-Annual Statement |
| July 31 | semi-annual | | Last Day to File Campaign Expenditure Statements - Semi-Annual Statement |
| April 1 | every odd year | | Last Day to Submit Report on Measures to Secretary of State |

Disclaimer: Dates and information on this calendar are our interpretation and summarization based on the California Elections Code. You should always check with your Election Official for definitive date(s) and deadline(s) pertaining to your election. If you are the election official, it is your responsibility to confirm dates, deadlines and information about your election. It is also suggested to speak with your County Election Department Official and your City Attorney. MCA Direct LLC is not responsible for obtaining date(s), deadline(s) and information specific to your election. For dates that fall on a Saturday, Sunday, or holiday, typically use the next regular business day for transactions. CHECK WITH YOUR COUNTY for these dates!



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: February 22, 2022

Title: City / County Conference

Background: The annual City / County Conference is scheduled for Thursday April 7 and Friday April 8, 2022 at the Lake Arrowhead Resort.

The conference is a good opportunity to network with other cities and various county representatives.

Vice Mayor Paget and Councilmember Ellen Campbell have requested to attend.

Critical Timeline: This is a very popular event and is sold out quickly.

Fiscal Impact: Cost for the full conference is \$225
Hotel accommodation \$235 for one night
plus travel expenses. General Fund travel per diem account
2021-2022 budget

Recommendation: Authorize Vice Mayor Paget, Councilmember Campbell and those interested to attend the 2022 City / County Conference scheduled for April 7-8, 2022 in Lake Arrowhead

Submitted By: Dale Jones, CMC, City Clerk

City Management Review: Rick

Date: 2/16/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 16



CITY COUNTY
2022 CONFERENCE

SAVE
THE
DATE

April 7-8, 2022

Lake Arrowhead Resort
Conference details and registration materials still to come!

Save the date for the 2022 City County Conference at Lake Arrowhead Resort.

Please forward to appropriate staff.



SBCTA | 1170 West Third Street, Second Floor, San Bernardino, CA 92410

[Unsubscribe djones@cityofneedles.com](mailto:djones@cityofneedles.com)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by info@gosbcta.com powered by



**Constant
Contact**

Try email marketing for free today!

2022 City County Conference
April 7 – 8, 2022

MORE INFORMATION COMING SOON

To book a room at the conference rate, [click here](#).

To register for the conference, [click here](#).

Conference Materials

Agenda

Thursday, April 7

11:00 a.m. – Registration

11:30 a.m. – Buffet Lunch / Welcome

12:00 p.m. – Chris Dyer, Founder and CEO of People G2

1:30 p.m. – Breakout Sessions

3:30 p.m. – Break

4:00 p.m. – Breakout Sessions

5:00 p.m. Break

6:00 p.m. – Dinner

6:30 p.m. – SBCTA/SBCOG Annual Report / Dinner Keynote Address

7:30 p.m. – Networking Reception

Friday, April 8

7:30 a.m. – Breakfast

8:00 a.m. – Update from Cal Cities and CSAC: What are the major issues and legislative trends in Sacramento that will impact local government in the coming year

9:00 a.m. – Economic Update: Christopher Thornberg, Director of the UC Riverside School of Business, Center for Economic Forecasting and Development and Founding Partner of Beacon Economics, LLC

10:00 a.m. – End

Session Descriptions

Session 1A – Changes in Housing Laws: Implementation challenges and opportunities: Join our panel as they discuss the state of housing in California, and specifically the potential for affordable housing in this region. The panel is intended to highlight innovative partnerships, strategies, and also the challenges to the work of affordable housing in the region.

Moderator: Steve Pontell, National CORE

Panelists: Katryna Gonzalez, Housing Director, Ontario Housing Authority; Micah Weinberg, CA Forward; Shelly LaMaster, Inland Empire Health Plan (IEHP); Brian D'Andrea, Housing, Century Housing.

Session 1B – Emergency Communication Nurse System (ECNS): An update and discussion of ECNS and “Right Care, Right Time”: Join us for a review of this innovative program for improving emergency medical response since inception in December 2020, the lessons learned so far, the gaps in the system, and a discussion of next steps.

Moderator: John Gillison, City Manager, City of Rancho Cucamonga

Panelists: Art Andres, Director, CONFIRE; Leslie Parham, Emergency Nurse Chino Valley Fire; Dan Munsey, Chief, San Bernardino County Fire; Harris Koenig, President, Harris Koenig & Associates

Session 2A – The Impact of SB743, Vehicle Miles Travelled (VMT) and Environmental

Mitigation: What does it mean for your City: Join this conversation about the impact of this legislation on local agencies and on possible mitigation options available.

Moderator: Jason Pack, Principal, Fehr & Peers

Panelists: Charity Schiller, Attorney, Best Best & Krieger; Chris Grey, Deputy Executive Director, Western Riverside Council of Governments; Damon Davis, Planning/Land Use/Transportation Specialist, County of San Diego

Session 2B – You Gotta Do Something About the Homeless – Victorville’s approach to a balanced homelessness solution: This panel will discuss how Victorville responded to loud complaints from residents and businesses and provided homelessness related services and enforced anti-camping ordinances

Moderator: Jenele Davidson, Deputy City Manager, City of Victorville

Panelists: Scott Webb, City Planner, City of Victorville; Jorge Duran, Code Enforcement Official, City of Victorville; Cassandra Searcy, Homelessness Solutions Coordinator, City of Victorville; Illumination Foundation

Session 3A – Bridging the Digital Divide in the San Diego Region: As the Metropolitan Planning Organization (MPO) for the San Diego region, the San Diego Association of Governments (SANDAG) connects people and places through data-driven planning, building, and investments. The SANDAG Board of Directors unanimously adopted a Regional Digital Equity Strategy and Action Plan that lays out a roadmap for improving broadband access and adoption throughout the San Diego region. This will be an overview of regional efforts, as well as an update of early actions underway to bridge the digital divide.

Panelists: Krystal Ayala, Senior Partnerships Strategist, SANDAG; Jeremy Stanley USPS Business Architecture Leader, Cisco; Robb Baer, USPS Business Architect, Cisco

Session 3B – Tackling the Problem of Illegal Cannabis Grows at a City and County Level: This presentation will provide an insight on the extent of illegal cannabis grows and on various local enforcement, abatement and legal approaches taken by the city and the county.

Moderator: Keith Metzler, City Manager, City of Victorville

Panelists: Jorge Duran, Code Enforcement Official, City of Victorville; Ignacio Nunez, Code Enforcement Official, San Bernardino County; Michelle McCarron, Deputy City Attorney, City of Victorville; San Bernardino County Sheriff's Department