



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

THE 5:00 P.M. PORTION OF THE CITY COUNCIL MEETING WILL BE RECESSED BY
THE CITY CLERK TO 6:00 P.M.

TUESDAY, FEBRUARY 27, 2024
COUNCIL EXECUTIVE SESSION – None
CITY COUNCIL MEETING – 6:00 PM

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

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: 926 558 284#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 926 558 284#
The meetings are being recorded.

Council Member Campbell will be participating via Teams from 526 Desnok, Needles, CA 92363

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

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

PUBLIC APPEARANCE - Persons wishing to address the NPUA / HACN / 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.

RECESS THE CITY COUNCIL MEETING AND CONVENE A JOINT COUNCIL / NPUA / HACN MEETING

PUBLIC COMMENTS PERTAINING TO THE NPUA / HACN / COUNCIL ITEMS

A three-minute time limit per person has been established.

1. Waive the reading and adopt City Council Resolution No. 2024-11 amending Resolution 2023-38; NPUA Resolution No. 02-27-2024-NPUA amending Resolution 06-13-2023-NPUA; and Housing Authority of the City of Needles Resolution No. 2024-5-HACN amending 2023-4-HACN approving Proposed Revised Budgets for FY 2023-24. (ACT)

ADJOURN THE JOINT NPUA / HACN / COUNCIL MEETING AND CONVENE A JOINT NPUA/COUNCIL MEETING (Roll Call Previously Taken)

NPUA / COUNCIL CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the NPUA / City Council may pull an item from the Consent Calendar for discussion. Prior to NPUA / Council action, a member of the public may address the NPUA / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 2 through 4 on the Consent Calendar by affirmative roll call vote **(ACT)**

2. Accept Change Order #1 to the Public Works Agreement with Three Peaks Corp. for the Marina Park First Beach Improvements Project in the amount of \$118,842.36 for a new contract amount of \$1,983,430.84; and authorize staff to execute said change order.
3. Authorize the City Manager to execute the agreement dated February 27, 2024 with 3Degrees Group, Inc. through 2033 for the purchase of Renewable Energy Certificates "RECs"
4. Approval of California Colorado River Contractors Forbearance Agreements for 2023 Conservation Agreements Under the Lower Colorado River Conservation & Efficiency Program

END OF NPUA CONSENT CALENDAR

ADJOURN THE JOINT NPUA/COUNCIL MEETING AND RECONVENE THE COUNCIL MEETING (Roll Call Previously Taken)

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS

A three-minute time limit per person has been established.

COUNCIL CONSENT CALENDAR All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the 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 5 through 15 on the Consent Calendar by affirmative roll call vote. **(ACT)**

5. Approve the Warrants Register through February 27, 2024
6. Approve the Minutes of February 13, 2024
7. Receive and file the Transportation Development Act Triennial Performance Audit for Fiscal Years 2021 - 2023 for the Needles Transit Services
8. Authorize Resolution 2024-4 Approving the Participation in the Planning and Capacity Building (Planning) Grant Program
9. Authorize Route 66 Broadband to Donate Internet Services to the Needles Aquatic Center and Needles Rodeo Grounds
10. Accept Change Order No. 1 to the Public Works Agreement with Western Construction Specialists, Inc. in the amount of \$20,650 for the Jack Smith Park Walking/Biking Trail Improvements Project for a new total contract amount of \$155,615.30; and authorize staff to execute said Change Order.
11. Accept the Needles Bridge #2435 Joint project with the Arizona Department of Transportation (ADOT) as complete (Final) and direct staff to complete the Federal Report of Expenditures and submit to Caltrans Local Assistance.
12. Waive the reading and adopt Resolution No. 2014-13 Accepting the Purchase and Sale Agreement from the Fort Mojave Indian Tribe for the Sale of a .38 Acre Portion of Surplus City-Owned Properties located on the property described as a vacant parcel, generally located at the northwest corner of Smokestack Road and North K Street, APN 0185-058-14-0000.
13. Approve Amendment Number 4 to the Joint Powers Authority Agreement with San Bernardino Council of Governments Services concerning the method by which member agency dues are

assessed and including an increase to member dues by \$3,114 for a total new assessment of \$16,721 for FY 2024-25.

14. Waive the reading and adopt Resolution No. 2024-12, Amending Resolution No. 2023-14 to update the salary of the City Treasurer not exceed \$500 per month.
15. Approve contract with HdL Companies to perform Cannabis Tax Audits for calendar year 2022 at a cost not to exceed \$170,000.

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

16. Duke Watkins Park Improvements Project - Construction Update (INF)
17. Jack Smith Park Project – Construction Update Presentation (INF)
18. Appoint a Cannabis square foot tax Ad-Hoc Committee (ACT)
19. Hearing on Appeal of City's Notice of Revocation of Cannabis Business License/Permit for the following Cannabis Businesses: 3247 Needles Highway, Suite E, Needles, CA (2103 D, LLC); 3247 Needles Highway, Suite A, Needles CA (3247 AM, LLC); 3241 Needles Highway, Needles, CA (NCA Management Co., LLC); 3253 Needles Highway, Needles CA (Medical Investor Holdings, LLC) **Settlement agreement has been executed** (INF)

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY MANAGER REPORT

20. MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Campbell
Councilmember McCorkle
Vice Mayor Merritt
Council Member Pogue
Councilmember Belt
Councilmember Longbrake
Mayor Jernigan

ADJOURNMENT

**INTERNET ACCESS TO CITY COUNCIL AGENDAS AND STAFF REPORT MATERIAL IS
AVAILABLE PRIOR TO CITY COUNCIL MEETINGS AT: [HTTP://WWW.CITYOFNEEDLES.COM](http://www.cityofneedles.com)**

Posted: February 23, 2024

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 23rd day of February 2024

/s/ Dale Jones, CMC, City Clerk



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☒ HACN ☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: City Council Resolution No. 2024-11, NPUA Resolution No. 02-27-2024-NPUA, Housing Authority of the City of Needles Resolution No. 2024-5-HACN Amending Resolution No. 2023-38, 06-13-2023-NPUA, and 2023-4-HACN. Making Recommended Changes to FY 2023-24 Mid-year Budget Revisions-City of Needles, NPUA & Housing Authority of the City of Needles

Background: The City Manager and Finance staff have reviewed the approved 2023-24 budgets against actual revenue and expenditures through December 31, 2023 (6 months). The Proposed Revised Budgets were reviewed by the Council Budget Committee on February 5, 2024. The NPUA Proposed Revised Budget was also approved by the Board of Public Utilities on February 20, 2024.

Attached are the Proposed Revised Budgets. There are summary sheets with comments regarding the various changes being proposed. The General Fund budget still maintains our 10% reserve goal.

Fiscal Impact: See attached budget report

Environmental Impact: n/a

Recommended Action: Waive the reading and adopt City Council Resolution No. 2024-11, NPUA Resolution No. 02-27-2024-NPUA and Housing Authority of the City of Needles Resolution No. 2024-5-HACN Amending Resolution No.'s 2023-38, 06-13-2023-NPUA, and 2023-4-HACN. Adopt the Proposed Revised Budgets for FY 2023-24 Mid-year Budget Revisions-City of Needles, NPUA & Housing Authority of the City of Needles.

Submitted By: Barbara DiLeo, Finance Department

City Manager Approval: Patrick J. Martinez

Date: 2/22/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

CITY OF NEEDLES

General Fund Summary: Proposed Revised Budget
FY 2024

	FY 2022	FY 2023	FY 2024	FY 2024	Percent	Comments
General Fund Revenues	Actuals	Actuals	Revised Budget	Proposed Revised Budget	Change	
General Government	\$ 11,351,438	\$ 11,396,231	\$ 11,375,451	\$ 12,235,991	7.6%	See attached base level comparison
Aquatics	\$ 11,280	\$ 9,956	\$ 9,350	\$ 12,330	31.9%	Add'l pool property rentals
Jack Smith Park Marina	\$ 270,533	\$ 258,493	\$ 243,000	\$ 243,000	0.0%	
Recreation	\$ 43,821	\$ 42,379	\$ 45,000	\$ 45,000	0.0%	
Total Revenues	\$ 11,677,072	\$ 11,707,059	\$ 11,672,801	\$ 12,536,321		
General Fund Expenditures						
City Attorney	\$ 69,727	\$ 70,033	\$ 80,000	\$ 180,000	125.0%	\$100K increase in litigation
City Manager	\$ 201,967	\$ 211,098	\$ 230,592	\$ 232,732	0.9%	
Finance	\$ 505,642	\$ 716,214	\$ 1,170,288	\$ 1,645,288	40.6%	\$475K increase in legal fees
Mayor / Council / Clerk	\$ 162,771	\$ 271,018	\$ 329,339	\$ 341,339	3.6%	\$12K increase in travel per diem for Council
Planning / Zoning	\$ 203,026	\$ 265,077	\$ 409,601	\$ 406,601	-0.7%	
Engineering	\$ 185,760	\$ 306,441	\$ 439,483	\$ 443,083	0.8%	
Community Promotions	\$ 47,631	\$ 41,555	\$ 106,045	\$ 106,045	0.0%	
Senior Center	\$ 46,271	\$ 48,625	\$ 62,202	\$ 75,337	21.1%	Employee hours increase and now benefits
Police	\$ 3,203,035	\$ 3,532,173	\$ 3,759,034	\$ 3,777,034	0.5%	
Animal Shelter/Control	\$ 186,015	\$ 219,211	\$ 261,130	\$ 261,130	0.0%	
Building & Safety	\$ 445,397	\$ 341,823	\$ 488,742	\$ 477,671	-2.3%	Decrease travel, training, software, bank fees
Code Enforcement	\$ 605,292	\$ 702,720	\$ 806,188	\$ 756,188	-6.2%	\$50K decrease in expected legal fees
Public Works	\$ 600,192	\$ 696,475	\$ 837,519	\$ 841,519	0.5%	
Sanitation	\$ 136,704	\$ 167,153	\$ 177,467	\$ 177,467	0.0%	
Aquatics	\$ 151,243	\$ 152,908	\$ 246,913	\$ 246,913	0.0%	
Parks/Bldgs/Grounds	\$ 513,970	\$ 601,361	\$ 760,504	\$ 760,504	0.0%	
Jack Smith Park Marina	\$ 130,040	\$ 99,123	\$ 115,646	\$ 115,646	0.0%	
Recreation	\$ 298,014	\$ 423,816	\$ 469,622	\$ 469,622	0.0%	
Transfer to Other Funds	\$ 5,327,026	\$ 3,401,896	\$ 323,001	\$ 323,001	0.0%	
Total Expenditures	\$ 13,019,723	\$ 12,268,720	\$ 11,073,316	\$ 11,637,120		
			Uncommitted Cash Balance		Projected Cash Balance	
			06/30/23	NET CHANGE	06/30/23	
			\$ 2,697,222	\$ 899,201	\$ 3,596,423	
Less budgeted General Fund capital street and bridge projects FY 24			\$ 2,392,000	\$ 1,204,423	10.3%	

Base Level Comparison - GENERAL FUND		FY 24	Mid-year Revisions
	Revenues	Operating Expenses	
Base level from revised budget FY 24	11,672,801	11,073,316	
<u>Revenue Increases / (Decreases)</u>			
Transfer Revenue	986,000		Tfr back to GF for Cal-Trans reimbursements for bridge
Cannabis Taxes	(700,000)		Decrease in sales
Property Taxes	500,000		Increase in values
Various Bldg&Safety Fees	(80,000)		Decrease in plan check and bldg permit activity
Abatement Liens	50,000		More cases being closed by receiver
Various Planning Fees	42,734		Increase in Site Plan review and Parcel Map activity
Interest Income	31,000		Interest rates are higher so larger rate of return
Property Rentals	30,000		Large back payment received for sign property rental
City Code Fines	10,000		Increase in collections
Short Term Rental Inspection Fee	(6,214)		Lower amount of short term rental properties
	863,520		
<u>Departments</u>			
City Attorney		100,000	Increase in litigation
City Manager		2,140	Increase in training, telephone and dues
Finance		475,000	Increase in legal fees
Mayor/Council/Clerk		12,000	Increase due to Council travel
Planning		(27,000)	Reduction in salaries
Planning		24,000	Unemployment claim
Engineering		3,600	Software subscription for bidding purposes
Senior Center		9,535	Employee hours increased and now eligible for benefits
		3,600	Increase in Electricity
Police		18,000	Service & Supplies-was on contract to be billed qtrly
Building & Safety		(11,071)	Decrease in travel, trainings, software and bank fees
Code Enforcement		(50,000)	Decrease in expected legal fees
Public Works		4,000	Increase for Firetruck repairs
FY 24 mid-year budget revisions	12,536,321	11,637,120	
Increase / (decrease) from revised budget	863,520	563,804	

CITY OF NEEDLES					
Cemetery Summary					
FY 2024					
Proposed Revised Budget					
	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Original Budget	FY 2024 Proposed Revised Budget	
Cemetery Revenues					
Cemetery Revenues	\$ 38,195	\$ 34,331	\$ 22,450	\$ 27,450	Increase in services \$5k
Transfer from Gen Fund	\$ 183,096	\$ 180,216	\$ 127,748	\$ 127,748	
Total Cemetery Revenues	\$ 221,291	\$ 214,547	\$ 150,198	\$ 155,198	
Cemetery Expenditures					
Cemetery O & M	\$ 183,105	\$ 163,810	\$ 258,022	\$ 258,022	
Total Cemetery Expenditures	\$ 183,105	\$ 163,810	\$ 258,022	\$ 258,022	
				REVENUE	
			Actual Cash Balance at:	LESS	Projected Cash at
			06/30/23	EXPENDITURE	06/30/24
		O&M	\$ 159,336	\$ (102,824)	\$ 56,512
		Restricted endowment fund	\$ 254,980		\$ 254,980

	CITY OF NEEDLES				NO CHANGE
	Sanitation				
	FY 2024				
	Proposed Revised Budget				
			FY 2024	FY 2024	
	FY 2022	FY 2023	Original	Proposed	
	Actuals	Actuals	Budget	Revised Budget	
Sanitation Revenues	\$ 1,549,566	\$ 1,627,012	\$ 1,563,015	\$ 1,563,015	
Sanitation Expenditures	\$ 1,418,201	\$ 1,515,737	\$ 1,563,015	\$ 1,563,015	

CITY OF NEEDLES					NO CHANGE
Golf Summary					
FY 2024					
Proposed Revised Budget					
			FY 2024	FY 2024	
	FY 2022	FY 2023	Revised	Proposed	
Golf Revenues	Actuals	Actuals	Budget	Revised Budget	
Revenues	\$ 485,825	\$ 579,623	\$ 669,717	\$ 669,717	
Surcharges for G.C. improvements	\$ 17,652	\$ 21,806	\$ 24,088	\$ 24,088	
Transfer from General Fund	\$ 3,632,095	\$ 326,784	\$ 195,253	\$ 195,253	
Total Golf Revenues	\$ 4,135,572	\$ 928,213	\$ 889,058	\$ 889,058	
Golf Expenditures					
Golf Maint.-Oper. & Maint.	\$ 609,182	\$ 571,047	\$ 659,256	\$ 659,256	
Golf Maint. Capital	\$ 37,132	\$ 42,076	\$ 57,000	\$ 57,000	
Golf Pro Shop-Oper. & Maint.	\$ 329,869	\$ 331,628	\$ 373,605	\$ 373,605	
Golf Pro Shop Capital	\$ 17,325	\$ 51,169	\$ 49,080	\$ 49,080	
Total Golf Expenditures	\$ 993,508	\$ 995,920	\$ 1,138,941	\$ 1,138,941	
			Actual Cash		
			Balance	Revenue less	Projected Cash at
			06/30/23	Expense	06/30/24
			\$ 140,421	\$ (249,883)	\$ (109,462)

CITY OF NEEDLES					
Internal Service Funds					
FY 2024					
Proposed Revised Budget					
				FY 2024	
			FY 2024	Proposed	
	FY 2022	FY 2023	Revised	Revised	
	Actuals	Actuals	Budget	Budget	
Utility Business Office	\$ 336,692	\$ 387,742	\$ 496,825	\$ 476,825	Salaries \$20K lower
Management Info. Systems	\$ 248,023	\$ 270,299	\$ 273,100	\$ 273,100	no change
Central Purchasing	\$ 180,617	\$ 342,995	\$ 269,960	\$ 279,960	Telephone \$10K higher
Fleet Maintenance	\$ 137,880	\$ 167,829	\$ 198,195	\$ 198,195	no change
Vehicle Replacement Fund	\$ 177,798	\$ 76,950	\$ 96,950	\$ 96,950	no change

	CITY OF NEEDLES			NO CHANGE	
	Transit Funds				
	FY 2024				
	Proposed Revised Budget				
				FY 2024	
			FY 2024	Proposed	
	FY 2022	FY 2023	Original	Revised	
	Actual	Actual	Budget	Budget	
Dial-A-Ride					
Revenues	\$ 77,800	\$ 201,765	\$ 453,450	\$ 453,450	no change
Expenditures	\$ 75,746	\$ 200,475	\$ 453,450	\$ 453,450	no change
Dial-A-Ride Medical Transport					
Revenues	\$ 39,719	\$ 19,570	\$ 22,320	\$ 22,320	no change
Expenditures	\$ 25,727	\$ 18,586	\$ 22,320	\$ 22,320	no change
Needles Area Transit (NAT)					
Revenues	\$ 499,365	\$ 508,048	\$ 808,479	\$ 808,479	no change
Expenditures	\$ 494,220	\$ 500,910	\$ 808,479	\$ 808,479	no change
					\$ 1,284,249

CITY OF NEEDLES					
Housing Authority of the City of Needles					
FY 2023 / 2024					
Proposed Revised Budget					
				FY 2024	
			FY 2024	Proposed	
	FY 2022	FY 2023	Original	Revised	
	Actual	Actual	Budget	Budget	
Operations					
Revenues	\$ 536,892	\$ 412,249	\$ 617,000	\$ 695,954	increase in HUD subsidies
Expenditures	\$ 482,677	\$ 522,635	\$ 873,653	\$ 873,653	
Capital Improvements Plan					
Revenues		\$ 243,865	\$ 560,790	\$ 442,790	part of HUD subsidy rec'd in FY23
Expenditures		\$ 109,354	\$ 560,790	\$ 449,000	decrease in Capital projects
			Actual		Projected
			Cash Balance	NET	Ending Cash
			06/30/23	CHANGE	06/30/24
			\$ 695,139	\$ (183,909)	\$ 511,230

CITY OF NEEDLES				NO CHANGE
Successor Agency to the RDA (SARDA)				
FY 2024				
Proposed Revised Budget				
			FY 2024	FY 2024
			Proposed	Proposed
	FY 2022	FY 2023	FY 2024	FY 2024
	Actual	Actual	Original	Revised
			Budget	Budget
Fund 270 - Operations				
Revenues	\$ 86,936	\$ -	\$ -	\$ -
Expenditures	\$ 171,204	\$ 234,276	\$ 20,000	\$ 20,000
Fund 470 - Low to Mod Income Housing Fund				
Expenditures	\$ 3,578	\$ 161,387	\$ 100,954	\$ 100,954

NEEDLES PUBLIC UTILITY AUTHORITY						
Operating Budget						
FY 2024						
				FY 2024	FY 2024	
	2022	2023	FY 2024	Proposed		
	Actuals	Actuals	Original	Revised		
			Budget	Budget		
Revenues						
Interest	\$ 11,940	\$ 66,860	\$ 13,000	\$ 98,000	653.8%	Increase due to higher interest rates
Land Sales	\$ -	\$ -	\$ -	\$ -	0.0%	
Expenditures						
Arbitrage Computations	\$ 8,400	\$ 2,950	\$ 5,450	\$ 5,450	0.0%	
Bank Charges	\$ 25,086	\$ 41,356	\$ 44,000	\$ 65,000	47.7%	Increased PayPal activity
Bond Payments	\$ 1,443,000	\$ 1,442,385	\$ 1,442,385	\$ 1,442,385	0.0%	
Trustee fees	\$ 5,375	\$ 6,130	\$ 6,700	\$ 6,700	0.0%	
Purchase Payment	\$ 685,300	\$ 666,436	\$ 666,432	\$ 666,432	0.0%	
Utility Users Tax	\$ 319,322	\$ 343,007	\$ 474,884	\$ 474,884	0.0%	
Total NPUA Expenditures	\$ 2,486,483	\$ 2,502,264	\$ 2,639,851	\$ 2,660,851		
			Actual			
			Operating			
			Cash	NET	Projected	
			06/30/23	CHANGE	Operating Cash	
					06/30/23	
				\$ (2,562,851)	NPUA	
				\$ 618,675	Water	
				\$ 795,967	Wastewater	
				\$ 1,334,666	Electric	
				\$ -	All Amer. Canal	
			\$ 2,049,411		\$ 2,235,868	
			Rate Stabilization Fund	\$ 699,972	\$ 699,972	
			PCA Balancing Fund	700,000	\$ 700,000	
Projected ending balances 06/30/24						
Water Asset Replacement Fund	\$ -	NPUA	\$ 1,016,400	City side		
Wastewater Asset Replacement Fund	\$ -	NPUA	\$ 266,901	City side		
Electric Asset Replacement Fund	\$ 2,874,006	NPUA	\$ 269,913	City side	3,143,919	
					Electric ↑ ARF total	

Base Level Comparison		<i>DRAFT</i>	FY 2024
		Revenues	Operating Expenses
WATER			
Base level from revised budget FY 24		3,056,300	2,163,271
<u>Increases</u>			
Increase in legal fees			130,000
<u>Decreases</u>			
Decrease in Salaries			(70,951)
Decrease in Well Maint			(30,000)
Decrease in Engineering/Other Professional Services			(14,000)
FY 24 mid-year budget revisions		3,056,300	2,178,320
Increase / (decrease)		-	15,049
WASTEWATER			
Base level from revised budget FY 24		2,168,342	1,314,194
<u>Increases</u>			
Increase in Plant Maint/Repairs			22,504
<u>Decreases</u>			
FY 24 mid-year budget revisions		2,168,342	1,336,698
Increase / (decrease)		-	22,504
ELECTRIC			
Base level from revised budget FY 24		14,468,000	12,745,883
<u>Increases</u>			
Increase in Purchased inventory			32,368
<u>Decreases</u>			
FY 24 mid-year budget revisions		14,468,000	12,778,251
Increase / (decrease)		-	32,368

	WATER				
	Operating Budget				
	FY 2024				
	2022	2023	FY 2024	FY 2024	
	Actuals	Actuals	Revised	Requested	
Utility Revenues			Budget	Budget	
Water Revenues	\$ 2,851,802	\$ 2,591,407	\$ 3,056,300	\$ 3,056,300	0.0%
Total Water Revenues	\$ 2,851,802	\$ 2,591,407	\$ 3,056,300	\$ 3,056,300	
Utility Expenditures					
Operating Expenses	\$ 1,703,846	\$ 1,743,400	\$ 2,163,271	\$ 2,178,320	0.7%
Transfer to Water Asset Repl. Fund	\$ 100,008	\$ 298,848	\$ 259,305	\$ 259,305	0.0%
Total Water Expenditures	\$ 1,803,854	\$ 2,042,248	\$ 2,422,576	\$ 2,437,625	
	\$ 1,047,948	\$ 549,159	\$ 633,724	\$ 618,675	NET CHANGE
			<u>% of total utility revenue budget:</u>		
Utility User Tax		\$ 73,703	15.5%		
			<u>Bond ratio:</u>		
Bank & Trustee Charges		\$ 16,973	22%		
Bond Payments 2016 issue		\$ 310,159	22%		
Purchase Payment		\$ 146,615	22%		
Interest Income		\$ (21,560)	22%		
			<u>Water only</u>		
Electric fund repayment		\$ 92,785	100%		
	Allocable costs	\$ 618,675			
				\$ (0)	

WASTEWATER					
Operating Budget					
FY 2024					
	2022	2023	FY 2024	FY 2024	
	Actuals	Actuals	Revised Budget	Requested Budget	
Utility Revenues					
Wastewater Revenues	\$ 2,153,601	\$ 2,013,371	\$ 2,168,342	\$ 2,168,342	0.0%
Total Wastewater Revenues	\$ 2,153,601	\$ 2,013,371	\$ 2,168,342	\$ 2,168,342	
Utility Expenditures					
Operating Expenses	\$ 1,226,329	\$ 1,207,733	\$ 1,314,194	\$ 1,336,698	1.7%
Transfer to WW Asset Repl. Fund	\$ 79,404	\$ 28,656	\$ 35,677	\$ 35,677	0.0%
Total Wastewater Expenditures	\$ 1,305,733	\$ 1,236,389	\$ 1,349,871	\$ 1,372,375	
	\$ 847,868	\$ 776,982	\$ 818,471	\$ 795,967	NET CHANGE
			% of total utility revenue budget:		
Utility User Tax		\$ 52,289	11.0%		
			Bond ratio:		
Bank & Trustee Charges		\$ 23,917	31%		
Bond Payments 2016 issue		\$ 449,875	31%		
Purchase Payment		\$ 206,594	31%		
Interest Income		\$ (30,380)	31%		
			Wastewater only		
Electric fund repayment		\$ 93,672	100%		
	Allocable costs	\$ 795,967			
				\$ 0	

ELECTRIC					
Operating Budget					
FY 2024					
			FY 2024	FY 2024	
	2022	2023	Revised	Requested	
Utility Revenues	Actuals	Actuals	Budget	Budget	
Electric Revenues	\$ 11,749,901	\$ 11,139,098	\$ 14,468,000	\$ 14,468,000	0.0%
Total Electric Revenues	\$ 11,749,901	\$ 11,139,098	\$ 14,468,000	\$ 14,468,000	
Utility Expenditures					
Operating Expenses	\$ 10,050,119	\$ 10,758,375	\$ 12,745,883	\$ 12,778,251	0.3%
Transfer to Electric Asset Repl. Fund	\$ 499,140	\$ 508,116	\$ 355,083	\$ 355,083	0.0%
Total Electric Expenditures	\$ 10,549,259	\$ 11,266,491	\$ 13,100,966	\$ 13,133,334	
	\$ 1,200,642	\$ (127,393)	\$ 1,367,034	\$ 1,334,666	NET CHANGE
			<u>% of total utility revenue budget:</u>		
Utility User Tax		\$ 348,892	73.5%		
			<u>Bond ratio:</u>		
Bank & Trustee Charges		\$ 36,261	47%		
Bond Payments 2016		\$ 682,351	47%		
Purchase Payment		\$ 313,223	47%		
Interest Income		\$ (46,060)	47%		
	Allocable costs	\$ 1,334,666			
				\$ (0)	

	ALL AMERICAN CANAL				
	Operating Budget				
	FY 2024				
			FY 2024	FY 2024	
	2022	2023	Original	Requested	
Utility Revenues	Actuals	Actuals	Budget	Budget	
AAC Revenues	\$ 887,459	\$ 952,114	\$ 1,041,800	\$ 1,041,800	0.0%
Total AAC Revenues	\$ 887,459	\$ 952,114	\$ 1,041,800	\$ 1,041,800	
Utility Expenditures					
Operating Expenses	\$ 975,500	\$ 1,002,373	\$ 1,041,800	\$ 1,041,800	0.0%
Total AAC Expenditures	\$ 975,500	\$ 1,002,373	\$ 1,041,800	\$ 1,041,800	
	\$ (88,041)	\$ (50,259)	\$ -	\$ -	NET CHANGE
				\$ -	

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA ADOPTING
THE PROPOSED REVISED BUDGET FOR FISCAL YEAR
2023–2024, AMENDING RESOLUTION NO. 2023-38

WHEREAS, the Proposed Revised Budget for the operations of the City of Needles, California for fiscal year 2023-24 has been prepared and submitted to the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California does hereby approve and adopt the 2023–2024 fiscal year revised budget for the operation of the City of Needles as submitted.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 27th day of February, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney

RESOLUTION NO. 02-27-2024-NPUA

A RESOLUTION OF THE NEEDLES PUBLIC UTILITY
AUTHORITY OF THE CITY OF NEEDLES, CALIFORNIA ADOPTING
THE PROPOSED REVISED BUDGET FOR FISCAL YEAR
2023–2024, AMENDING RESOLUTION NO. 06-13-2023-NPUA

WHEREAS, the Proposed Revised Budget for the operations of the NPUA for fiscal year 2023-24 has been prepared and submitted to the Needles Public Utility Authority;

NOW, THEREFORE, BE IT RESOLVED that the Needles Public Utility Authority of the City of Needles, California does hereby approve and adopt the 2023–2024 fiscal year revised budget for the operation of the NPUA as submitted.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Needles Public Utility Authority of the City of Needles, California, held on the 27th day of February, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney

RESOLUTION NO. 2024-5-HACN

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF NEEDLES,
CALIFORNIA ADOPTING THE PROPOSED REVISED BUDGET FOR FISCAL YEAR
2023–2024, AMENDING RESOLUTION NO. 2023-4-HACN

WHEREAS, the Proposed Revised Budget for the operations of the Housing Authority of the City of Needles, California for fiscal year 2023-24 has been prepared and submitted to the Board of Commissioners of the Housing Authority of the City of Needles,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Needles, California does hereby approve and adopt the 2023–2024 fiscal year revised budget for the operation of the Housing Authority of the City of Needles as submitted.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 27th day of February, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney



City of Needles, California

Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Accept Change Order #1 to the Public Works Agreement with Three Peaks Corp. for the Marina Park First Beach Improvements Project in the amount of \$118,842.36.

Background: In May 2022, the City received a grant from the State of California under the Clean California Grant Program in the amount of \$2,179,702 for design and construction of park improvements at Marina Park (Bob Belt). In June 2023 the City awarded the project to Three Peaks Corp. and in December 2023, construction began.

The scope of the project included the installation of a new prefabricated restroom that was originally designed to connect to a sewer line in Marina Drive. It was determined in recent months that this connection could not be made and that an onsite wastewater treatment system (OWTS) (septic) be installed to accept the sewage. This system is proposed to be located in the golf course area adjacent to the roadway. Minimal impact will be made to the Golf Course during construction.

TKE Engineering, Inc. designed the OWTS system in compliance with the City Local Area Management Program (LAMP) and Three Peaks Corp. provided a cost for installation of \$118,842.36. This cost would result in a Change Order to the project.

Fiscal Impact: Funds in the amount of \$93,842.36 are available from the wastewater asset replacement fund and \$25,000 from project contingency for a total of \$118,842.36.

Recommended Action: Accept Change Order #1 to the Public Works Agreement with Three Peaks Corp. for the Marina Park First Beach Improvements Project in the amount of \$118,842.36 for a new contract amount of \$1,983,430.84; and authorize staff to execute said change order.

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez Date: 2/22/2024

Other Department Approval (when required): Barbara DiLeo Date: 02/22/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

CITY OF NEEDLES
CHANGE ORDER

PROJECT: Marina Park First Beach Improvements Project

Order No. 1

OWNER: City of Needles

CONTRACTOR: Three Peaks Corp.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

Description of Changes

Increase Contract Price

1. Onsite Wastewater Treatment System (OWTS)

\$ 118,842.36

JUSTIFICATION:

1. Onsite Wastewater Treatment System Complete

The prefabricated restroom for Marina Park could not be connected to the sewer main in Marina Drive as it was installed as a private line to serve nearby residents. Therefore, an Onsite Wastewater Treatment System (OWTS) was designed to accept flows from the new restroom in accordance with the City Local Area Management Program (LAMP)

The lump sum amount of \$118,842.36 shall be compensation in full for all material and labor to provide the installation of an OWTS (septic system) as outlined in TKE Engineering Bulletin #1. The work shall include but not limited to excavation and installation of a 3500-gallon fiberglass septic tank and leach lines, manhole, manhole coating, street repair, and golf course irrigation repair.

Original Contract Price	\$1,864,588.48
Previous Change Order(s) Amount	0.00
Original Contract Price plus previous Change Orders	\$1,864,588.48
Contract Price Due This Change Order	\$118,842.36
New Contract Price	\$1,983,430.84

CHANGE IN CONTRACT TIME

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

APPROVALS REQUIRED

Requested by: _____
Signature (Project Manager)

Date: _____

Contractor Acceptance: _____
Signature (Contractor)

Date: _____

Approved by: _____
Signature (City Manager)

Date: 2/27/24
CC meeting

CHANGE ORDER

Item 2.



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 27, 2024

TITLE: Authorize the City Manager to execute the agreement dated February 27, 2024 with 3Degrees Group, Inc. through 2033 for the purchase of Renewable Energy Certificates "RECs"

BACKGROUND: The Needles Public Utility Authority is required to meet the California Energy Commission's renewable portfolio standard (RPS), i.e. to include renewable energy as a portion of its energy supply portfolio. For POUs, the Energy Commission determines the Portfolio Content Category classification of procurement claims, calculates procurement requirements, and determines RPS compliance. Adopted regulations set the procurement quantity requirement targets are

	Compliance Period 3				Compliance Period 4				Compliance Period 5			Compliance Period 6		
Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
% of Retail Sales	27.0%	29.0%	31.0%	33.0%	35.8%	38.5%	41.3%	44.0%	47.0%	49.2%	52.0%	54.6%	57.2%	60.0%

There are three primary categories of REC classification: • PCC 1 • PCC 2 • PCC 3. The City of Needles has a waiver to procure PCC 3 rec's which are lower than PCC 1. PCC 1's current market price is \$75/rec. However, PCC 3 rec's have increased significantly over the past several years due to the unbundled rec's are being consumed by long-term PPA's in addition to other states (Washington, Oregon, Colorado, Idaho) increasing REC consumption.

Pursuant to D.17-06-026:

Beginning with the 2021-2024 compliance period, each retail seller must demonstrate that at least 65% of the RECs it counts towards its PQR in the compliance period are associated with long-term contracts.

Long-term contracts are characterized as:

- Contracts that are at least 10 years or more in duration;
- Contracts that are initially 10 years or more in duration, that may be extended for any period of time; and
- Contracts with an initial term of less than 10 years and the contract is amended by an extension of at least 10 continuous years of duration.

For compliance period 4 the NPUA RPS PCC3 requirement would be roughly a total of 133,797. The proposed 3Degrees contract will secure 150,000 recs for the current compliance period and cover future compliance periods.

Year	Retail Sales (MWh)	RPS Target	RPS Quantity
2021	79,161	35.75%	28,300
2022	80,950	38.50%	31,165
2023	84,997	41.25%	35,061
2024	89,247	44.00%	39,268

Staff contacted Amerex to seek a third-party offer for a 10-year offer. 3Degrees submitted a 10-year proposal of 50,000 recs for \$8.25/each.

Staff attempted to obtain additional offers from Shell, Chevron, and historical rec suppliers however, due to the contract length and limited quantity of recs requested there were no offers submitted. Current PCC 3 prices have increased to \$9.00/rec since this contract was negotiated and continue to increase. The requirements also require the contract agreement date to start in 2020 to cover compliance periods.

CEC regulations include non-compliance penalties. Current penalties amount to \$50 per renewable energy credit (REC) which is applied to the REC shortfall in a retail seller's RPS procurement obligation.

The Board of Public Utilities approved the recommended action on February 6, 2024.

FISCAL IMPACT:

FY 24 adopted electric budget will be charged \$637,500 which includes the one-time Amerex broker fee of \$60,000 and 3Degrees PCC 3 recs \$577,500. The funds for the FY 24 expenditures budget will come from excess in the power purchase account. FY 25 will be charged \$247,500.

Thereafter, annual adopted electric budgets through FY 2032 will be charged \$412,500 for RPS rec's allowances for CEC compliance.

ENVIRONMENTAL IMPACT:

The reduction in carbon dioxide and other harmful emissions helps mitigate the adverse effects of greenhouse gases on the environment and public health.

RECOMMENDED ACTION:

Authorize the City Manager to execute the agreement dated February 27, 2024 with 3Degrees Group, Inc. through 2033 for the purchase of Renewable Energy Certificates "RECs"

SUBMITTED BY:

Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez Date: 2/22/2024
 Other Department Approval (when required): Barbara DiLeo Date: 02/22/24

Confirmation Letter #2

This Confirmation Letter describes a transaction between Buyer and Seller for the sale, purchase and Delivery of Renewable Energy Certificates (“**RECs**”) pursuant to and in accordance with the terms of the Renewable Energy Certificate Purchase and Sale Agreement between the Parties dated February 27, 2024 (the “**Agreement**”) and constitutes part of and is subject to the terms and provisions of the Agreement. Provided, that, to the extent there is a conflict between a provision of the Agreement and this Confirmation Letter, the terms of this Confirmation Letter shall control for the purposes of this transaction.

Initially capitalized terms used and not otherwise defined herein are defined in the Agreement.

Basic Commercial Terms:

Trade Date:	February 27, 2024
Transaction Reference:	31870
Seller:	3Degrees Group, Inc.
Buyer:	City of Needles
Facility:	Seller's choice
Eligible Renewable Resource Type:	Seller's choice
Geography:	Seller's choice
Minimum Online Date:	On or after January 1, 2005
Period Type [Generation, Reporting]:	Generation
Product Vintage	RECs must be associated with electricity generated within thirty (30) months of the date delivery to Buyer.
Time Period:	3) January 01, 2024 - December 31, 2024 4) January 01, 2025 - December 31, 2025 5) January 01, 2026 - December 31, 2026 6) January 01, 2027 - December 31, 2027 7) January 01, 2028 - December 31, 2028 8) January 01, 2029 - December 31, 2029 9) January 01, 2030 - December 31, 2030 10) January 01, 2031 - December 31, 2031 11) January 01, 2032 – December 31, 2032 12) January 01, 2033 – December 31, 2033
Product Quantity (REC):	1) 100,000 Vintage Years 2022 – 202350,000 Vintage Year 2024 2) 50,000 3) 50,000 4) 50,000 5) 50,000 6) 50,000 7) 50,000 8) 50,000 9) 50,000 10) 50,000
Contract Price (\$/REC):	8.25 USD

Product Specific Terms:

Applicable Standard(s):	California Pub. Util. Code Sec 399.11 et seq.
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Environmental Attributes retained by Seller, if any:	None
Media Rights Conferred [yes, no]	No
Long Term Procurement Requirement	<p>The Parties agree that this Confirmation is intended to comply with the requirements of California Code of Regulations, Title 20, Division 2, Chapter 13, Section 3204(d)(2)(C):</p> <ol style="list-style-type: none"> 1. As specified under “Time Period” above, and “Delivery Date” below, this Confirmation provides a nonzero quantity of RECs from eligible renewable resources for a duration of at least 10 continuous years. 2. As specified under “Product Quantity (REC)” above, the quantity contracted for is the same in each year. 3. Buyer may not unilaterally terminate the Agreement without incurring a penalty prior to the completion of the Deliveries specified in this Confirmation except in the case of an Event of Default by Seller, as specified in Sections 2.1 and Articles 8 and 9 of the Agreement. 4. As specified under “Product Quantity (REC)” and “Contract Price (\$/REC),” this Confirmation includes express contract quantities and express pricing terms.

Delivery Terms:

Delivery Date:	<p>1) 70K On or before June 30, 2024; 30K on or before Sep 1, 2024; 50K delivered between Jan 1, 25 and March 15, 25</p> <p>2) delivered between July 1, 2025 to March 15, 2026</p> <p>2) delivered between July 1, 2026 to March 15, 2027</p> <p>2) delivered between July 1, 2027 to March 15, 2028</p> <p>2) delivered between July 1, 2028 to March 15, 2029</p> <p>2) delivered between July 1, 2029 to March 15, 2030</p> <p>2) delivered between July 1, 2030 to March 15, 2031</p> <p>2) delivered between July 1, 2031 to March 15, 2032</p> <p>2) delivered between July 1, 2032 to March 15, 2033</p> <p>2) delivered between July 1, 2033 to March 15, 2034</p>
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Delivery Obligation [Firm, Unit Contingent, Project Contingent]:	Firm
Applicable Tracking System:	WREGIS
Buyer Tracking Account Name:	
Attestation Form:	None - Tracking System only
Buyer Delivery Contact [Name, Email]:	Rainie Torrance, rtorrance@cityofneedles.com
Seller Delivery Contact [Name, Email]:	Trade Operations, Settlements@3Degrees.com

The Parties agree to the transaction set forth herein and each Party represents that the person signing this Confirmation Letter on its behalf is authorized to execute on behalf of the Party for whom they sign.

3Degrees Group, Inc.	City of Needles
Signature	Signature
Name	Name
Title	Title
Date	Date



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 27, 2024

TITLE: Approval of California Colorado River Contractors Forbearance Agreements for 2023 Conservation Agreements Under the Lower Colorado River Conservation and Efficiency Program

This Agreement is similar to the Exhibit to the 2007 Forbearance Agreement approved by the Council on February 13, 2024. In approving this agreement, Needles agrees not to claim any of the Colorado River water conserved by Colorado River Contractors in 2023.

BACKGROUND:

Since the mid-1900s, Needles has had a Surplus Contract with the US government that entitled the City to withdraw up to 10,000 feet of water from the Colorado River (via its groundwater pumps) whenever the flow of the Colorado River exceeded the needs of the entitled users (i.e., there was a Surplus). In the 1900s, the City often used the Surplus contract to augment its water entitlements. However, since the early 2000s, there has not been any naturally occurring surplus water, and it's unlikely there ever will again.

In the early 2000s, the US and the principal users of Colorado River water engaged in a series of negotiations for guidelines to address shortages of River water. Ultimately, various parties agreed to "forbear" and conserve certain portions of their entitled water so that there would be enough to go around when shortages occur. (Those agreements are currently being renegotiated to address the much more significant shortages that are foreseeable in the future.)

One of the shortage agreements is the 2007 Lower Colorado Basin ICS Forbearance Agreement. In that Agreement, various parties agreed to enact a series of conservation measures to create an "intentionally created surplus" (ICS) in which they would use less than their entitlements and be given credit for the amounts conserved (Under the historic use-it-or-lose-it rule, conserved water would be lost). Needles was not called upon to enact conservation measures but did agree to "forebear" using its surplus contract to grab any of the surplus water created by the other parties.

Several years ago, it became apparent that the conservation measures embedded in the 2007 Agreements would not be sufficient to address water shortages occasioned by the ongoing drought. The California Colorado Water Contractors voluntarily negotiated a series of additional agreements to conserve additional water in 2023. Once again, Needles is not being called upon to conserve but is being asked to forbear any claim to those additional conserved amounts in 2023.

Needles has historically supported efforts to conserve Colorado River water. Approval of the Agreement will not compromise the City's water rights.

FISCAL IMPACT: None

**ENVIRONMENTAL
IMPACT:** None

**RECOMMENDED
ACTION:** Approval of California Colorado River Contractors Forbearance Agreements
for 2023 Conservation Agreements Under the Lower Colorado River
Conservation and Efficiency Program

SUBMITTED BY: Rainie Torrance, Utility Manager

City Manager Approval: _____ **Date:** _____

Other Department Approval (when required): _____ **Date:** _____

**California Colorado River Contractors Forbearance Agreement for 2023 Conservation
Agreements Under the Lower Colorado Conservation and Efficiency Program**

Coachella Valley Water District, Imperial Irrigation District, The Metropolitan Water District of Southern California, Palo Verde Irrigation District, and the City of Needles, each of which is a “Party” and together are the “Parties,” enter into this Agreement as follows:

Recitals

A. Each of the Parties to this Agreement is a California Colorado River contractor pursuant to a contract with the Secretary of the Interior for delivery of Colorado River water under Section 5 of the Boulder Canyon Project, which contracts, together with subsequent agreements among some or all the Parties or among some or all of the parties and the United States Department of Interior Bureau of Reclamation, and along with applicable State and Federal laws, define the rights of each Party to request and receive delivery of Colorado River water for diversion for beneficial uses within the State of California.

B. Several of the Parties are individually or collectively engaging in programs to conserve Colorado River water to assist in maintaining storage in the Colorado River reservoirs to help prevent the reservoirs from declining below critical elevations as a result of recent hydrologic conditions in the Colorado River system.

C. The purpose of this Agreement is to provide assurance that no Party will claim a right to the benefit of, the delivery of, or to the diversion of the water conserved during 2023 under the Conservation Programs listed below in order to enable the water conserved to increase storage in the Colorado River reservoirs.

Now THEREFORE, in consideration of the agreements and covenants herein, the Parties agree as follows:

Forbearance

1. Each of the Parties hereby forbears any claim to the benefit of, to divert, or to seek the delivery of Colorado River water conserved during 2023 by any of the following programs (“Conservation Programs”):

a. The System Conservation Implementation Agreement (SCIA) between the United States Bureau of Reclamation and the Coachella Valley Water District to Implement the Lower Colorado Conservation and Efficiency Program (LC Conservation Program) based upon temporary and compensated conservation of Colorado River water historically used to recharge groundwater aquifers, SCIA No. 23-XX-30-W0764 dated July 24, 2023 (up to 35,000 acre-feet in 2023).

b. The System Conservation Implementation Agreement between the United States Bureau of Reclamation and The Metropolitan Water District of Southern California to implement a Lower Colorado Conservation and Efficiency Program (LC Conservation Program) based upon temporary and compensated conservation of Colorado River water historically used for irrigation

of lands within the Palo Verde Irrigation District, SCIA No. 23-XX-30-W0772 dated December 13, 2023 (up to 117,021 acre-feet in 2023).

c. The System Conservation Implementation Agreement between the United States Bureau of Reclamation and the Imperial Irrigation District to implement a Lower Colorado Conservation and Efficiency Program (LC Conservation Program) based upon temporary and compensated conservation of Colorado River water historically used for irrigation of lands within IID's service area, SCIA No. 23-XX-30-W0800 dated December 6, 2023 (up to 115,000 acre-feet in 2023).

2. Imperial Irrigation District, The Metropolitan Water District of Southern California, Palo Verde Irrigation District, and the City of Needles, each hereby forbears any claim to the benefit of, to divert, or to seek the delivery of Colorado River water conserved during 2023 by the following Conservation Program:

a. The System Conservation Implementation Agreement between the United States Bureau of Reclamation and The Metropolitan Water District of Southern California to implement a Lower Colorado Conservation and Efficiency Program (LC Conservation Program) based upon temporary and compensated conservation of Colorado River water historically used for irrigation of lands within the Quechan Indian Reservation in California, SCIA No. 23-XX-30-W0783 dated December 13, 2023 (up to 13,000 acre-feet in 2023).

3. The forbearance given by this Agreement as to the Conservation Programs identified in Sections 1 and 2 above shall be for the benefit of each of the Parties and shall also be for the benefit of the United States Department of Interior, Bureau of Reclamation. This Agreement does not create any third-party beneficiary rights in any person other than the Parties and the United States Department of the Interior, Bureau of Reclamation.

4. The Parties' forbearance under this Agreement is conditioned upon the annual verification of the conserved water after a workgroup consultation between the United States Department of Interior, Bureau of Reclamation, The Metropolitan Water District of Southern California, Imperial Irrigation District, and Coachella Valley Water District. Any objection must be conveyed in writing within ten (10) days following the consultation.

CVWD Limitation

5. Coachella Valley Water District hereby reaffirms its commitment made in paragraph 6 of the Drought Contingency Plan Implementation Agreement Between The Metropolitan Water District of Southern California and Coachella Valley Water District dated May 20, 2019.

Agreement Is Non-Precedential, Contains No Admissions, and Modifies No Other Agreements

6. The Parties agree that this Agreement shall not in any matter constitute a precedent as to the following:

(a) any right, obligation, or authority of any Party to engage in a conservation program;

(b) any methodology used to establish a baseline of consumptive use by which conservation for a program is measured or established in any future year; and

(c) the quantity of water or the proportion of reduction of contractual entitlement that an agency may be required to conserve or not divert, during any declared shortage.

7. The Parties agree that the reference to “forbearance” in this Agreement does not constitute an admission by any Party that any Party actually has a legal right to claim the conserved water created by any other Party in the absence of a forbearance agreement.

8. Some of the Parties are parties to other agreements among themselves and others relating to drought or shortages on the Colorado River. Nothing in this Agreement expressly or implicitly amends, modifies, or conflicts with the provisions of any of those other such agreements.

Term

9. This Agreement shall be effective when signed by two or more Parties as between the initial signatory Parties and shall be binding upon a subsequent signatory Party as of the date of signature of that Party.

10. The obligations related to the forbearance of conserved water conserved during 2023 relating to the Conservation Programs under this Agreement shall terminate on May 31, 2024. Otherwise, the provisions of this Agreement shall remain enforceable.

Miscellaneous

11. The rights and obligations under this Agreement do not commit any Party to engage in the creation of conserved water under the Conservation Programs identified in Section 1 above.

12. Each Party represents and warrants that each person or persons executing this Agreement on its behalf is duly authorized to do so by the respective Party and that this Agreement binds that Party.

13. This Agreement may be executed in counterparts, each which is an original, but all of which together will constitute one and the same instrument.

[Signatures on following page]

The Parties are signing this Agreement as of the dates indicated below:

Approved as to form:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

General Counsel

General Manager

Approved as to form:

COACHELLA VALLEY WATER DISTRICT

Legal Counsel

for General Manager

Approved as to form:

IMPERIAL IRRIGATION DISTRICT

General Counsel

General Manager

Approved as to form:

PALO VERDE IRRIGATION DISTRICT

Legal Counsel

General Manager

Approved as to form:

CITY OF NEEDLES

City Attorney

City Manager



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Environmental Impact:

Recommended Action: Approve the Warrants Register through February 27, 2024

Submitted By: Barbara DiLeo, Finance Department

City Manager Approval: 

Date: 2/21/24

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR FEBRUARY 27, 2024**

		2/27/2024	FUND AMT.	27-Feb	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 889.00			
101.1015.412	CITY ATTORNEY	\$ 6,297.20		\$ 48,480.15	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 39.37		\$ 186,556.86	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 8,674.15		\$ 768,656.90	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 62.98		\$ 176,615.06	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 3,248.74		\$ 20,806.69	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 193.17		\$ 550,512.83	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 25,035.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 1,412.69		\$ 40,958.52	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 2,143,411.61	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 968.79		\$ 138,531.69	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 9,216.81		\$ 162,535.86	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 20,006.41		\$ 396,774.16	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 1,727.04		\$ 414,388.85	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 106,146.49	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 204.72		\$ 112,038.52	\$ 246,913.00
101.5772.452	PARKS	\$ 4,162.59		\$ 387,167.19	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 49,905.98	\$ 115,646.00
101.5774.452	RECREATION	\$ 543.34		\$ 255,989.01	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 57,647.00		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 17,470.94	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ 4,606.00	\$ 74,559.00
FUND 206	CEMETERY		\$ 4,460.97	\$ 122,604.36	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 89.74	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 81,179.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 78,960.60	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 132,936.25	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 529,462.48	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 4,399.09	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ 6,274.00	\$ 1,299,876.88	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 7,137.61	\$ 1,107,165.83	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 39,890.38	\$ 762,581.27	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 783,054.92	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 1,530.00	\$ 960,729.14	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 4,742.62		\$ 389,543.33	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 7,701.45		\$ 208,816.69	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ 12,444.07		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 814.13	\$ 222,676.69	\$ 496,825.00
FUND 509	MIS		\$ 10,758.00	\$ 131,399.18	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 20,452.39	\$ 153,069.34	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 4,278.73	\$ 143,048.47	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 247,885.00
FUND 520	SR DIAL A RIDE		\$ 7,399.09	\$ 57,409.25	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 1,196.25	\$ 11,010.37	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 36,696.32	\$ 425,653.54	\$ 808,479.00
FUND 575	HOUSING		\$ 76,178.38	\$ 886,336.04	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 76,225.60	\$ 7,934,612.13	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 51,110.43	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ 385.00	\$ 3,760,189.02	\$ 8,052,289.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ 7,549.40	\$ 7,549.40	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 16,709.13	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 371,317.32	\$ 26,748,631.71	\$ 56,195,961.00

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

Patrick Martinez, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

Item 5.

2/14/2024

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
20303	1924	00	AHA MACAV POWER SERVICE	02/27/2024	469.13	.00
20304	3635	00	ANIXTER INC	02/27/2024	135.82	.00
20305	3750	00	AUTO ZONE	02/27/2024	762.17	.00
20306	2629	00	BARON PEST SOLUTIONS	02/27/2024	95.00	.00
20307	480	00	BEST BEST & KRIEGER LLP	02/27/2024	1,611.60	.00
20308	178	00	BIG O TIRES & NAPA AUTO PARTS	02/27/2024	479.09	.00
20309	3946	00	BLACK CLOVER ENTERPRISES, LLC	02/27/2024	853.00	.00
20310	4161	00	CA ASSOC OF HOUSING AUTHORITIES	02/27/2024	275.00	.00
20311	3514	00	CAL ZON FENCE CO. AND	02/27/2024	3,000.00	.00
20312	709	00	CALLAWAY	02/27/2024	249.42	.00
20313	2403	00	CDW GOVERNMENT INC.	02/27/2024	777.14	.00
20314	2590	00	COLORADO RIVER PLUMBING INC.	02/27/2024	64.00	.00
20315	440	00	DECO FOODSERVICE INCCORP.	02/27/2024	185.92	.00
20316	3580	00	DIAMOND PURE WATER	02/27/2024	97.00	.00
20317	501	00	DOI-BOR-REGION: LOWER COLORADO	02/27/2024	12,697.95	.00
20318	4065	00	EEBERHARD EQUIPMENT	02/27/2024	1,557.46	.00
20319	2653	00	EMPIRE SOUTHWEST	02/27/2024	114.08	.00
20320	394	00	EMPLOYMENT DEVELOPMENT DEPT.	02/27/2024	3,164.93	.00
20321	3462	00	EUSI LLC	02/27/2024	26,177.24	.00
20322	4087	00	FINAL TOUCH CONSTRUCTION & DESIGN	02/27/2024	20,908.34	.00
20323	4092	00	FOREUP GOLF SOFTWARE	02/27/2024	477.00	.00
20324	1	00	GRAGG, ANDREW A	02/27/2024	144.00	.00
20325	324	00	GRAINGER	02/27/2024	753.14	.00
20326	3912	00	GREEN PRO SOLUTIONS	02/27/2024	1,097.90	.00
20327	4147	00	GREENBERG TRAUIG, LLP	02/27/2024	1,780.44	.00
20328	3451	00	GREENS ELECTRIC, LLC	02/27/2024	281.99	.00
20329	3966	00	GT GOLF SUPPLIES	02/27/2024	137.79	.00
20330	2612	00	HARDWARE EXPRESS	02/27/2024	726.90	.00
20331	2612	00	HARDWARE EXPRESS	02/27/2024	956.62	.00
20332	3712	00	HENDERSON CHEVROLET COMPANY	02/27/2024	86.73	.00
20333	3864	00	HORIZON TECHNOLOGIES INC.	02/27/2024	980.00	.00
20334	3445	00	HUMANE SOCIETY MOHAVE COUNTY	02/27/2024	58.00	.00
20335	4000	00	JARROD DELEON	02/27/2024	230.97	.00
20336	2390	00	JAVELINA TRADING COMPANY	02/27/2024	631.53	.00
20337	638	00	JESSE FRAGOSO	02/27/2024	840.86	.00
20338	4064	00	JIM DAVIS, LLC	02/27/2024	1,422.30	.00
20339	4070	00	KATHY RAASCH	02/27/2024	112.32	.00
20340	3977	00	LANDIS+GYR TECHNOLOGY, INC	02/27/2024	950.00	.00
20341	3283	00	LOWE'S	02/27/2024	1,836.18	.00
20342	3783	00	MARK MARNATI	02/27/2024	425.00	.00
20343	4162	00	MMG LLC	02/27/2024	170.00	.00
20344	4157	00	MOHAVE COUNTY DEPT OF PUBLIC HEALTH	02/27/2024	688.00	.00
20345	218	00	NEWS WEST PUBLISHING CO.	02/27/2024	87.10	.00
20346	1786	00	NPUA	02/27/2024	VOID	.00
20347	1786	00	NPUA	02/27/2024	69,167.40	.00
20348	3863	00	OMEGA INDUSTRIAL SUPPLY, INC.	02/27/2024	302.78	.00
20349	3315	00	ONLINE INFORMATION SERVICES	02/27/2024	62.56	.00
20350	15	00	QUILL LLC	02/27/2024	569.19	.00
20351	2861	00	REINKE A/C CORP.	02/27/2024	15,903.16	.00
20352	4123	00	RELIABLE PUMP & MOTOR	02/27/2024	7,549.40	.00
20353	2068	00	RICOH USA, INC.	02/27/2024	284.99	.00

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
20354	4163	00	RIVER VALLEY RESTORATION LLC	02/27/2024	4,606.11	.00
20355	4049	00	ROGER MILLER	02/27/2024	4,427.98	.00
20356	2468	00	RON'S TIRE & AUTO REPAIR	02/27/2024	3,864.87	.00
20357	3796	00	ROUTE 66 BROADBAND LLC	02/27/2024	165.00	.00
20358	1733	00	SAN BERNARDINO COUNTY RECORDER	02/27/2024	33.00	.00
20359	3344	00	SLOVAK BARON & EMPEY LLP	02/27/2024	36,823.94	.00
20360	4121	00	SMART DOCUMENT SOLUTIONS	02/27/2024	82.97	.00
20361	4156	00	SMITHMARION	02/27/2024	3,183.00	.00
20362	3698	00	SOUTH POINT PRINTING	02/27/2024	486.00	.00
20363	3959	00	SRIXON/CLEVELAND GOLF/XXIO	02/27/2024	620.00	.00
20364	3875	00	STANTEC CONSULTING SERVICES INC.	02/27/2024	497.92	.00
20365	4159	00	STELLA R. BRODBECK	02/27/2024	325.00	.00
20366	3631	00	STOTZ EQUIPMENT	02/27/2024	1,334.88	.00
20367	2435	00	T & R ELECTRIC SUPPLY COMPANY INCOR	02/27/2024	5,184.32	.00
20368	3917	00	TOUCHSTONE GOLF LLC	02/27/2024	5,000.00	.00
20369	3873	00	TRANSPORTATION CONCEPTS	02/27/2024	45,291.66	.00
20370	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	02/27/2024	150.00	.00
20371	772	00	TRI-STATE ACE HARDWARE	02/27/2024	479.76	.00
20372	2566	00	U.S. BANK	02/27/2024	6,130.00	.00
20373	2798	00	U.S. DEPARTMENT OF ENERGY	02/27/2024	46,871.66	.00
20374	3825	00	ULTRA PEST CONTROL, LLC	02/27/2024	45.00	.00
20375	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	02/27/2024	188.50	.00
20376	3830	00	UNIFIRST CORPORATION	02/27/2024	920.45	.00
20377	3818	00	VIA ACTUARIAL SOLUTIONS	02/27/2024	2,400.00	.00
20378	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	02/27/2024	409.00	.00
20379	1057	00	WESTERN TECHNOLOGIES INC	02/27/2024	385.00	.00
20380	3967	00	WILLDAN ENGINEERING	02/27/2024	9,945.00	.00
20381	1023	00	XEROX	02/27/2024	487.60	.00
20382	3780	00	ZIA ELECTRICAL PRODUCTS	02/27/2024	1,832.16	.00
20383	3828	00	3D-NETWORKS LLC	02/27/2024	10,758.00	.00

NUMBER OF CHECKS

81

GRAND TOTAL

371,317.32

CITY OF NEEDLES				CITY GENERAL CHECKING							
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL			
20303	1924	AHA MACAV POWER SERVICE	004521		02/27/2024	580-4750-473.63-12	469.13 *	469.13			
20304	3635	ANIXTER	004560		02/27/2024	580-4750-473.60-55	135.82 *	135.82			
20305	3750	AUTO ZONE	004467		02/27/2024	503-4720-475.43-04	114.59				
			004522		02/27/2024	511-3021-432.43-26	3.22				
			004523		02/27/2024	511-3020-432.43-57	23.28				
			004524		02/27/2024	511-3021-432.43-25	211.13				
			004525		02/27/2024	511-3021-432.43-25	14.10				
			004526		02/27/2024	511-3021-432.43-25	190.89				
			004527		02/27/2024	511-3021-432.43-26	21.69				
			004528		02/27/2024	511-3021-432.43-38	148.61				
			004574		02/27/2024	511-3021-432.43-37	34.66				
							762.17 *	762.17			
20306	2629	BARON PEST SOLUTIONS	004298		02/27/2024	510-4410-405.43-01	95.00 *	95.00			
20307	480	BEST BEST & KRIEGER LLP	004478		02/27/2024	506-4713-477.31-50	1,530.00				
			004479		02/27/2024	502-4710-471.31-50	81.60				
							1,611.60 *	1,611.60			
20308	178	BIG O TIRES & NAPA AUTO P	004447		02/27/2024	503-4720-475.43-02	3.87				
			004468		02/27/2024	580-4750-473.60-55	156.46				
			004530		02/27/2024	511-3021-432.43-25	9.57				
			004531		02/27/2024	511-3021-432.43-26	129.04				
			004532		02/27/2024	511-3021-432.43-25	9.57				
			004533		02/27/2024	511-3021-432.43-25	37.86				
			004534		02/27/2024	511-3020-432.43-57	40.37				
			004535		02/27/2024	511-3021-432.43-38	47.32				
			004575		02/27/2024	511-3021-432.43-37	45.03				
							479.09 *	479.09			
20309	3946	BLACK CLOVER ENTERPRISES,	004468		02/27/2024	507-5762-454.44-10	853.00 *	853.00			
20310	4161	CA ASSOC OF HOUSING AUTHO	004279		02/27/2024	575-5555-485.56-00	275.00 *	275.00			
20311	3514	CAL ZON FENCE CO. AND	004596		02/27/2024	206-5771-452.43-28	3,000.00 *	3,000.00			
20312	709	CALLAWAY	004299		02/27/2024	507-5762-454.44-10	249.42 *	249.42			
20313	2403	CDW GOVERNMENT	004624		02/27/2024	575-5555-485.60-55	715.55				
			004625		02/27/2024	575-5555-485.60-55	61.59				
							777.14 *	777.14			

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20314	2590	COLORADO RIVER PLUMBING I	004536		02/27/2024	101-3010-431.60-11	64.00 64.00 *	64.00
20315	440	DECO FOODSERVICE INCORP.	004301 004468		02/27/2024 02/27/2024	507-5762-454.61-06 101-5774-452.65-10	119.65 66.27 185.92 *	185.92
20316	3580	DIAMOND PURE WATER	004448 004468 004537 004538 004539		02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	510-4410-405.61-01 101-5774-452.61-01 511-3020-432.61-02 503-4720-475.43-02 511-3020-432.43-29	36.00 5.00 5.00 25.50 25.50 97.00 *	97.00
20317	501	DOI-BOR-REGION: LOWER COL	004300		02/27/2024	580-4750-473.63-10	12,697.95 12,697.95 *	12,697.95
20318	4066	EBERHARD EQUIPMENT	003748 003831 004231 004576		02/27/2024 02/27/2024 02/27/2024 02/27/2024	507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04	625.10 921.04 200.91 1,652.49 1,557.46 *	1,557.46
20319	2653	EMPIRE SOUTHWEST	004540		02/27/2024	511-3021-432.43-26	114.08 114.08 *	114.08
20320	394	EMPLOYMENT DEVELOPMENT DE	004468		02/27/2024	101-1035-416.24-01	3,164.93 3,164.93 *	3,164.93
20321	3462	EUSI LLC	PI0214	024001	02/27/2024	503-4720-475.31-98	26,177.24 26,177.24 *	26,177.24
20322	4087	FINAL TOUCH CONSTRUCTION	PI0215	024023	02/27/2024	575-5555-485.72-17	20,908.34 20,908.34 *	20,908.34
20323	4092	FOREUP GOLF SOFTWARE	004302 004577 004578		02/27/2024 02/27/2024 02/27/2024	507-5762-454.61-09 507-5762-454.61-09 507-5762-454.61-09	159.00 159.00 159.00 477.00 *	477.00
20324	1	GRAGG, ANDREW A	UT		02/27/2024	501-0000-211.00-00	144.00 144.00 *	144.00
20325	324	GRAINGER	004316 004468 004468		02/27/2024 02/27/2024 02/27/2024	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55	165.95 44.13 543.06 753.14 *	753.14
20326	3912	GREEN PRO SOLUTIONS	004468		02/27/2024	101-3010-431.60-11	1,097.90 1,097.90 *	1,097.90

PROGRAM: GM346L
CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20327	4147	GREENBERG TRAUIG, LLP	PI0213	024080	02/27/2024	101-1025-415.31-50	1,780.44 *	1,780.44
20328	3451	GREENS ELECTRIC, LLC	004281 004316 004449		02/27/2024 02/27/2024 02/27/2024	101-2020-423.43-29 580-4750-473.60-55 580-4750-473.60-55	142.26 87.89 51.84 281.99 *	281.99
20329	3966	GT GOLF SUPPLIES	004468		02/27/2024	507-5762-454.44-10	137.79 *	137.79
20330	2612	HARDWARE EXPRESS	004284 004468 004468 004468 004468 004468 004544 004545 004546 004548 004549 004550 004551 004552 004553 004554 004555 004556 004557 004558 004559 004594 004597 004598		02/27/2024 02/27/2024	502-4710-471.60-55 101-5772-452.61-12 101-5772-452.43-18 101-3010-431.60-11 101-3010-431.60-12 101-3010-431.60-12 101-5770-452.43-02 503-4720-475.61-33 101-5772-452.43-18 502-4710-471.60-55 502-4710-471.60-55 580-4750-473.60-55 510-4410-405.61-01 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 502-4710-471.60-55 101-1070-410.43-01 101-1070-410.43-01	77.76 28.19 20.67 7.16 23.23 75.80 122.83 49.13 38.89 28.19 11.71 10.33 45.17 21.47 7.16 26.61 19.94 11.25 3.05 23.93 30.70 11.25 11.02 9.81 11.65 726.90 *	726.90
20331	2612	HARDWARE EXPRESS	004324 004324 004324 004324 004324 004324 004324 004324 004324 004324 004324 004324		02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02	5.37 22.29 6.14 33.69 70.78 35.09 35.28 68.12 124.95 17.20 12.27 18.71	726.90

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED02/14/2024, 10:22:35

PROGRAM: GM346L

FRANK. GIBSON.
CITY OF NEEDLES

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

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20331	2612	HARDWARE EXPRESS	004324 004324 004324 004324 004324 004324 004324 004324 004324 004324 004324 004324 004324		02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17	24.43 10.76 12.91 12.27 10.73 32.31 28.00 196.93 30.22 15.69 40.35 32.15 27.68 32.30 956.62	
20332	3712	HENDERSON CHEVROLET COMPA	004543		02/27/2024	511-3021-432.43-27	86.73 86.73	86.73
20333	3864	HORIZON TECHNOLOGIES INC.	004303 004304 004305 004306 004307 004308 004309		02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	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 70.00 140.00 280.00 175.00 980.00	
20334	3445	HUMANE SOCIETY MOHAVE COU	004310		02/27/2024	101-0000-204.06-00	58.00 58.00	58.00
20335	4000	JARROD DELEON	004311		02/27/2024	507-5762-454.55-00	230.97 230.97	230.97
20336	2390	JAVELINA TRADING COMPANY	003919 004338 004595		02/27/2024 02/27/2024 02/27/2024	511-3020-432.61-28 511-3020-432.61-28 502-4710-471.60-55	204.11 204.11 631.53 631.53	631.53
20337	638	JESSE FRAGOSO	004605 004606		02/27/2024 02/27/2024	575-5555-485.55-00 511-3020-432.55-00	420.43 420.43 840.86	840.86
20338	4064	JIM DAVIS, LLC	004316		02/27/2024	507-5761-453.61-11	1,422.30 1,422.30	1,422.30
20339	4070	KATHY RAASCH	004325 004326 004327		02/27/2024 02/27/2024 02/27/2024	101-2025-424.55-00 101-1035-416.55-00 101-1040-417.55-00	37.44 37.44 37.44 112.32	112.32

CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING									
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL	
20340	3977	LANDIS+GYR TECHNOLOGY, IN	004450		02/27/2024	580-4750-473.56-00	950.00 *	950.00	
							950.00		
20341	3283	LOWE'S	004462		02/27/2024	580-4750-473.54-62	634.70		
			004463		02/27/2024	575-5555-485.43-02	74.86		
			004464		02/27/2024	575-5555-485.43-02	945.66		
			004465		02/27/2024	575-5555-485.43-02	52.04		
			004466		02/27/2024	101-5770-452.43-02	128.92		
							1,836.18 *	1,836.18	
20342	3783	MARK MARNATI	004280		02/27/2024	101-2030-423.31-90	255.00		
			004452		02/27/2024	101-2030-423.31-90	170.00		
							425.00 *	425.00	
20343	4162	MMG LLC	004451		02/27/2024	580-4750-473.31-20	170.00		
							170.00 *	170.00	
20344	4157	MOHAVE COUNTY DEPT OF PUB	004579		02/27/2024	101-3010-431.31-20	344.00		
			004580		02/27/2024	503-4720-475.31-20	344.00		
							688.00 *	688.00	
20345	218	NEWS WEST PUBLISHING CO.	004599		02/27/2024	580-4750-473.53-00	87.10		
							87.10 *	87.10	
20346	1786	NPUA	004328		02/27/2024	502-4710-471.41-10	37.26		
20347	1786	NPUA	004453		02/27/2024	580-4750-473.41-11	34.59		
			004454		02/27/2024	510-4410-405.41-10	1,077.29		
			004455		02/27/2024	510-4410-405.41-20	254.27		
			004456		02/27/2024	510-4410-405.41-30	2,460.07		
			004470		02/27/2024	580-4750-473.41-11	2,913.72		
			004472		02/27/2024	206-5771-452.41-10	45.62		
			004473		02/27/2024	206-5771-452.41-20	1,330.52		
			004474		02/27/2024	206-5771-452.41-30	84.83		
			004475		02/27/2024	101-1070-410.41-10	592.19		
			004476		02/27/2024	101-1070-410.41-20	234.45		
			004477		02/27/2024	101-1070-410.41-30	84.83		
			004604		02/27/2024	580-4750-473.41-11	35.23		
			004607		02/27/2024	580-4750-473.41-11	69.46		
			004608		02/27/2024	580-4750-473.41-11	56.95		
			004609		02/27/2024	503-4720-475.41-10	430.60		
			004610		02/27/2024	503-4720-475.41-20	47.53		
			004611		02/27/2024	503-4720-475.41-10	35.23		
			004612		02/27/2024	503-4720-475.41-20	220.01		
			004613		02/27/2024	503-4720-475.41-10	9,338.54		
			004614		02/27/2024	503-4720-475.41-20	315.27		
			004615		02/27/2024	502-4710-471.41-10	1,455.25		
			004616		02/27/2024	502-4710-471.41-10	48.40		
			004617		02/27/2024	502-4710-471.41-10	50.66		
			004618		02/27/2024	101-2020-423.41-10	455.67		

VOIDED

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20347	1786	NPVA	004619		02/27/2024	101-2020-423.41-20	131.20	
			004620		02/27/2024	101-2020-423.41-30	169.66	
			004621		02/27/2024	101-5772-452.41-10	54.08	
			004622		02/27/2024	101-5772-452.41-20	94.52	
			004622		02/27/2024	101-5772-452.41-10	72.20	
			004622		02/27/2024	101-5772-452.41-20	47.81	
			004622		02/27/2024	101-5772-452.41-10	1,204.55	
			004622		02/27/2024	101-5772-452.41-10	35.23	
			004622		02/27/2024	101-5772-452.41-10	293.55	
			004622		02/27/2024	101-5772-452.41-10	38.43	
			004622		02/27/2024	101-5772-452.41-20	813.66	
			004622		02/27/2024	101-5772-452.41-30	84.83	
			004622		02/27/2024	101-5772-452.41-20	220.91	
			004622		02/27/2024	101-5772-452.41-30	47.53	
			004622		02/27/2024	101-5772-452.41-20	47.53	
			004622		02/27/2024	101-5772-452.41-10	173.75	
			004623		02/27/2024	101-5772-452.41-20	47.53	
			004623		02/27/2024	101-5772-452.41-20	226.83	
			004623		02/27/2024	101-5772-452.41-30	84.83	
			004623		02/27/2024	101-5772-452.41-10	70.65	
			004627		02/27/2024	101-5772-452.41-20	359.01	
			004628		02/27/2024	575-5555-485.41-30	3,810.48	
			004629		02/27/2024	575-5555-485.41-10	4,517.53	
			004630		02/27/2024	575-5555-485.41-10	314.89	
			004631		02/27/2024	575-5555-485.41-20	3,637.23	
			004632		02/27/2024	575-5555-485.41-30	4,517.53	
			004633		02/27/2024	575-5555-485.41-10	275.90	
			004634		02/27/2024	575-5555-485.41-20	3,666.59	
			004635		02/27/2024	575-5555-485.41-30	4,612.40	
			004636		02/27/2024	575-5555-485.41-10	320.22	
			004637		02/27/2024	575-5555-485.41-20	3,509.91	
			004638		02/27/2024	575-5555-485.41-30	4,622.13	
			004639		02/27/2024	575-5555-485.41-10	284.78	
			004640		02/27/2024	575-5555-485.41-20	3,920.52	
			004641		02/27/2024	575-5555-485.41-30	4,713.64	
					02/27/2024	575-5555-485.41-10	416.92	
							69,167.40	69,167.40
20348	3863	OMEGA INDUSTRIAL SUPPLY,	004457		02/27/2024	503-4720-475.61-21	302.78	302.78
20349	3315	ONLINE INFORMATION SERVIC	004329		02/27/2024	508-4810-478.31-46	62.56	62.56
20350	15	QUILL LLC	004312		02/27/2024	101-1040-417.61-02	116.36	
			004458		02/27/2024	508-4810-478.61-01	187.01	
			004471		02/27/2024	101-1025-415.61-01	13.24	
			004581		02/27/2024	510-4410-405.61-01	62.88	
			004582		02/27/2024	510-4410-405.61-01	171.29	
			004593		02/27/2024	510-4410-405.61-01	18.41	

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED02/14/2024, 10:22:35

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

BANK OF AMERICA - CREDIT GENERAL CHECKING									
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL	CHECK TOTAL
20350	15	QUILL LLC					569.19 *	569.19	569.19
20351	2861	REINKE A/C CORP.	PI0211 PI0212	024081 024081	02/27/2024 02/27/2024	510-4410-405.43-01 510-4410-405.43-04	7,951.58 7,951.58 15,903.16 *	15,903.16	15,903.16
20352	4123	RELIABLE PUMB & MOTOR	PI0209	024082	02/27/2024	583-4720-475.72-17	7,549.40 7,549.40 *	7,549.40	7,549.40
20353	2068	RICOH USA, INC.	004320		02/27/2024	510-4410-405.70-02	284.99 284.99 *	284.99	284.99
20354	4163	RIVER VALLEY RESTORATION	004643		02/27/2024	575-5555-485.43-02	4,606.11 4,606.11 *	4,606.11	4,606.11
20355	4049	ROGER MILLER	004313 004471		02/27/2024 02/27/2024	507-5761-453.43-04 507-5761-453.43-04	20.19 407.79 427.98 *	427.98	427.98
20356	2468	RON'S TIRE & AUTO REPAIR	004583 004600 004602		02/27/2024 02/27/2024 02/27/2024	511-3021-432.43-36 503-4720-475.43-03 511-3021-432.43-37	1,351.44 1,513.43 1,000.00 3,864.87 *	3,864.87	3,864.87
20357	3796	ROUTE 66 BROADBAND LLC	004471		02/27/2024	101-5774-452.52-10	165.00 165.00 *	165.00	165.00
20358	1733	SAN BERNARDINO COUNTY REC	004317 004318		02/27/2024 02/27/2024	101-0000-204.03-01 101-1035-416.59-10	26.00 7.00 33.00 *	33.00	33.00
20359	3344	SLOVAK BARON EMPEY MURPHY	004480 004483 004484 004485 004486 004487 004488 004489 004490 004491 004492 004493 004494 004495 004496 004497 004498 004499 004500		02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	575-5555-485.31-50 101-1015-412.31-50 502-4710-471.31-50 101-1025-415.31-50 101-1025-415.31-50 101-1015-412.31-97 101-1025-415.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50	406.80 5,800.00 406.80 3,240.60 556.40 497.20 644.10 644.10 1,265.60 271.20 643.60 1,000.00 1,077.69 3,499.55 1,353.09 777.00 530.60 978.20 2,342.61		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20359	3344	SLOVAK BARON EMPEY MURPHY	004501		02/27/2024	101-2030-423.31-50	67.80	
			004502		02/27/2024	101-2030-423.31-50	1,732.60	
			004503		02/27/2024	101-2030-423.31-50	474.60	
			004504		02/27/2024	101-2030-423.31-50	454.20	
			004505		02/27/2024	101-2030-423.31-50	410.00	
			004506		02/27/2024	101-2030-423.31-50	709.20	
			004507		02/27/2024	101-2030-423.31-50	639.20	
			004508		02/27/2024	101-2030-423.31-50	581.20	
			004509		02/27/2024	101-2030-423.31-50	20.00	
			004510		02/27/2024	502-4710-471.31-50	3,866.67	
			004511		02/27/2024	580-4750-473.31-50	1,933.33	
							36,823.94	36,823.94
20360	4121	SMART DOCUMENT SOLUTION	004644		02/27/2024	575-5555-485.61-01	82.97	82.97
20361	4156	SMITH MARION & CO.,PC	PI0218	024075	02/27/2024	575-5555-485.31-49	3,183.00	3,183.00
20362	3698	SOUTH POINT PRINTING	004471		02/27/2024	508-4810-478.60-26	486.00	486.00
20363	3959	SRIXON/CLEVELAND GOLF/XXI	004584		02/27/2024	507-5762-454.60-50	620.00	620.00
20364	3875	STANTEC CONSULTING SERVIC	PI0217	024055	02/27/2024	580-4750-473.31-10	497.92	497.92
20365	4159	STELLA R. BRODBECK	004459		02/27/2024	575-5555-485.31-90	325.00	325.00
20366	3631	STOTZ EQUIPMENT	004314		02/27/2024	507-5761-453.43-04	1,334.88	1,334.88
20367	2435	T & R ELECTRIC SUPPLY COM	PI0219	024084	02/27/2024	580-4750-473.60-55	5,184.32	5,184.32
20368	3917	TOUCHSTONE GOLF LLC	PI0216	024034	02/27/2024	507-5762-454.31-89	5,000.00	5,000.00
20369	3873	TRANSPORTATION CONCEPTS	004330		02/27/2024	525-4770-461.32-90	34,737.41	
			004331		02/27/2024	525-4770-461.62-00	1,958.91	
			004332		02/27/2024	520-4740-462.32-90	5,743.16	
			004333		02/27/2024	520-4740-462.51-20	1,369.49	
			004334		02/27/2024	520-4740-462.62-00	286.44	
			004335		02/27/2024	521-4740-462.32-90	782.26	
			004336		02/27/2024	521-4740-462.51-20	342.37	
			004337		02/27/2024	521-4740-462.62-00	71.62	
							45,291.66	45,291.66

PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS F

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20370	3693	TRI STATE COMMUNITY HEALT	004564		02/27/2024	101-5774-452.31-42	150.00 150.00 *	150.00
20371	772	TRI-STATE ACE HARDWARE	004282		02/27/2024	101-1070-410.43-01	479.76 479.76 *	479.76
20372	2566	U.S. BANK	004469		02/27/2024	501-4760-474.74-50	6,130.00 6,130.00 *	6,130.00
20373	2798	U.S. DEPARTMENT OF ENERGY	004590 004591 004592		02/27/2024 02/27/2024 02/27/2024	580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10	3,448.20 43,175.34 248.12 46,871.66 *	46,871.66
20374	3825	ULTRA PEST CONTROL, LLC	004569		02/27/2024	101-5774-452.61-06	45.00 45.00 *	45.00
20375	315	UNDERGROUND SERVICE ALERT	004276 004277 004278		02/27/2024 02/27/2024 02/27/2024	503-4720-475.49-14 502-4710-471.43-04 580-4750-473.49-14	62.83 62.83 62.84 188.50 *	188.50
20376	3830	UNIFIRST CORPORATION	004283 004460 004461 004565 004566 004567 004568 004570 004571 004572 004586 004587 004588 004589 004603 004642		02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	575-5555-485.61-29 575-5555-485.61-04 503-4720-475.61-04 507-5762-454.43-08 575-5555-485.61-04 101-5772-452.61-04 508-4810-478.61-04 503-4720-475.61-04 101-5774-452.61-06 101-5774-452.61-06 503-4720-475.60-55 511-3020-432.61-04 101-5772-452.61-04 511-3020-432.61-04 502-4710-471.61-04 580-4750-473.61-04 502-4710-471.61-04	5.61 5.89 18.64 13.62 12.24 19.80 8.56 16.83 9.06 251.66 125.77 27.37 183.44 25.31 152.15 35.44 920.45 *	920.45
20377	3818	VIA ACTUARIAL SOLUTIONS	004573		02/27/2024	101-1025-415.31-49	2,400.00 2,400.00 *	2,400.00
20378	3528	WESTERN ENVIRONMENTAL TES	004573		02/27/2024	503-4720-475.59-75	409.00 409.00 *	409.00
20379	1057	WESTERN TECHNOLOGIES INC	PI0210	024022	02/27/2024	582-4710-471.71-05	385.00 385.00 *	385.00


CHECK NO	CHECK	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20380		3967	WILLDAN ENGINEERING	PI0207 PI0208 004319	024032 024032 02/27/2024	02/27/2024 02/27/2024 02/27/2024	101-2025-424.10-10 101-2025-424.10-10 101-0000-204.03-01	230.00 8,910.00 805.00 9,945.00 *	9,945.00
20381		1023	XEROX	004512 004513 004514 004515 004516 004517 004518 004519 004520 004573	02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	101-1020-413.70-01 101-1025-415.70-01 101-1030-414.70-01 101-1035-416.70-01 101-1040-417.70-01 101-2025-424.70-01 101-2030-423.70-01 101-3010-431.70-01 510-4410-405.70-01 101-5774-452.74-20	39.37 39.37 62.98 39.37 39.37 39.37 39.37 15.75 78.70 93.95 487.60 *	487.60
20382		3780	ZIA ELECTRICAL PRODUCTS	004573	02/27/2024	02/27/2024	580-4750-473.60-55	1,832.16 1,832.16 *	1,832.16
20383		3828	3D-NETWORKS LLC	004321 004322 004561 004562 004563 004585	02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024 02/27/2024	509-4910-479.31-53 509-4910-479.31-90 509-4910-479.43-05 509-4910-479.43-05 509-4910-479.31-90 509-4910-479.31-53	525.00 2,925.00 2,100.00 1,808.00 2,850.00 550.00 10,758.00 *	10,758.00
BANK/CHECK TOTAL								371,317.32	371,317.32
ALL BANKS/CHECKS TOTAL								371,317.32	371,317.32

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR FEBRUARY 09, 2024**

		2/9/2024	FUND AMT.	9-Feb	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 19,169.99			
101.1015.412	CITY ATTORNEY	\$ -		\$ 42,182.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 1,644.92		\$ 186,517.49	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 3,056.63		\$ 759,982.75	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 2,724.87		\$ 176,978.08	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 17,602.39	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 2,125.02		\$ 220,473.46	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 25,035.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 796.12		\$ 40,025.59	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 2,143,411.61	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 213.55		\$ 137,775.16	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 1,794.52		\$ 162,496.49	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 6,009.26		\$ 377,092.75	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 7,011.63		\$ 412,836.81	\$ 818,943.00
101.4730.472	SANITATION	\$ 524.71		\$ 106,146.49	\$ 177,467.00
101.5770.452	AQUATICS	\$ 22.91		\$ 111,833.80	\$ 246,913.00
101.5772.452	PARKS	\$ 7,717.30		\$ 383,004.60	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 813.86		\$ 49,905.98	\$ 115,646.00
101.5774.452	RECREATION	\$ 1,991.40		\$ 255,318.99	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 55,616.69		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 17,470.94	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ 4,606.00	\$ 74,559.00
FUND 206	CEMETERY		\$ 2,826.73	\$ 118,143.39	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 89.74	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 81,179.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 78,960.60	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 132,936.25	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 529,462.48	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ 4,399.09	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 1,293,746.88	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 10,212.73	\$ 1,100,486.07	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 2,993.84	\$ 722,893.72	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 783,054.92	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 192.25	\$ 959,199.14	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 11.00		\$ 387,483.05	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,065.02		\$ 201,874.28	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ 1,076.02		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 5,826.98	\$ 221,995.12	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 124,091.18	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 11.00	\$ 132,905.96	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 2,101.45	\$ 138,832.24	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 247,885.00
FUND 520	SR DIAL A RIDE		\$ -	\$ 57,409.25	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 11,010.37	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 425,653.54	\$ 808,479.00
FUND 575	HOUSING		\$ 7,490.66	\$ 811,394.89	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 25,062.10	\$ 7,871,576.16	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 51,110.43	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 3,759,804.02	\$ 8,052,289.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 7,549.40	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 16,709.13	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 113,410.45	\$ 26,134,518.46	\$ 56,195,961.00

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

 2/21/24
Patrick Martinez, City Manager Date

 2/8/24
Paula Lopez, Finance Department Date

 2-8-24
Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20292	3275	00	CALIFORNIA STATE DISB.UNIT	02/09/2024	255.23	.00
20293	3286	00	COLONIAL LIFE	02/09/2024	3,922.48	.00
20294	1305	00	GREAT WEST LIFE	02/09/2024	6,346.00	.00
20295	3634	00	GREAT-WEST LIFE & ANNUITY	02/09/2024	1,188.49	.00
20296	2879	00	JENNIFER VALENZUELA	02/09/2024	496.00	.00
20297	3458	00	MUTUAL OF OMAHA	02/09/2024	3,657.14	.00
20298	2589	00	SAN BERNARDINO COUNTY	02/09/2024	8,751.87	.00
20299	1199	00	SBPEA TEAMSTERS LOCAL 1932	02/09/2024	1,217.47	.00
20300	1199	00	SBPEA TEAMSTERS LOCAL 1932	02/09/2024	329.64	.00
20301	284	00	SOUTHWEST GAS CORP.	02/09/2024	54.57	.00
20302	3242	00	SDRWA	02/09/2024	87,191.56	.00
NUMBER OF CHECKS				11	GRAND TOTAL	113,410.45

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20292	3275	CALIFORNIA STATE DISB.UNI	004431		02/09/2024	575-0000-209.03-01	255.23 255.23 *	255.23
20293	3286	COLONIAL LIFE	004371 004372 004373 004374 004375 004376		02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 580-0000-209.03-01 511-0000-209.03-01	2,867.44 115.92 256.32 259.86 354.66 68.28 3,922.48 *	3,922.48
20294	1305	GREAT WEST LIFE & ANNUITY	004349 004350 004351		02/09/2024 02/09/2024 02/09/2024	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	3,762.00 435.00 2,149.00 6,346.00 *	6,346.00
20295	3634	GREAT-WEST LIFE & ANNUITY	004339 004340 004341 004342 004343 004344 004345 004346 004347 004348		02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01	43.12 194.13 24.27 213.04 97.57 158.76 94.89 174.52 60.36 127.83 1,188.49 *	1,188.49
20296	2879	JENNIFER VALENZUELA	004352		02/09/2024	101-5774-452.49-01	496.00 496.00 *	496.00
20297	3458	MUTUAL OF OMAHA	004408 004409 004410 004411 004412 004413 004414 004415 004416 004417 004418 004419 004420 004421 004422 004423 004424 004425 004426		02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1040-417.24-10 101-1070-410.24-10 101-2020-423.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5770-452.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 206-5771-452.24-10 502-4710-471.24-10 503-4720-475.24-10 506-4713-477.24-10 508-4810-478.24-10	27.44- 203.79 124.90 197.09 26.36 116.35 161.23 272.64 290.95 28.14 22.91 256.79 35.18 93.78 80.30 443.13 72.83 54.33 253.53	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20297	3458	MUTUAL OF OMAHA	004427 004428 004429 004430		02/09/2024 02/09/2024 02/09/2024 02/09/2024	511-3020-432.24-10 575-5555-485.24-10 575-5555-485.24-15 580-4750-473.24-10	104.29 135.63 87.72 622.71 3,657.14 *	3,657.14
20298	2589	SAN BERNARDINO COUNTY	004432 004433 004434 004435 004436 004437 004438 004439 004440 004441		02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	101-2020-423.62-00 101-2030-423.62-00 101-3010-431.62-00 101-4730-472.62-00 101-5772-452.62-00 575-5555-485.62-00 502-4710-471.62-00 503-4720-475.62-00 508-4810-478.62-00 580-4750-473.62-00	97.20 100.34 2,521.11 185.09 577.30 91.30 2,716.12 54.70 205.68 2,203.03 8,751.87 *	8,751.87
20299	1199	SBPEA TEAMSTERS LOCAL 193	004357 004358 004359 004360 004361 004362 004363		02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01 575-0000-209.03-01	612.47 165.57 35.26 86.66 36.36 230.47 50.68 1,217.47 *	1,217.47
20300	1199	SBPEA TEAMSTERS LOCAL 193	004364 004365 004366		02/09/2024 02/09/2024 02/09/2024	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	209.97 53.02 66.65 329.64 *	329.64
20301	284	SOUTHWEST GAS CORP.	004442 004443 004444		02/09/2024 02/09/2024 02/09/2024	507-5761-453.41-50 101-3010-431.41-60 510-4410-405.41-60	11.00 32.57 11.00 54.57 *	54.57
20302	3242	SPECIAL DISTRICT RISK	004377 004378 004379 004380 004381 004382 004383 004384 004385 004386 004387 004388 004389		02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1040-417.24-10 101-1070-410.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 101-0000-209.03-01	1,672.36 2,852.84 2,599.97 1,927.93 769.76 1,633.29 5,636.28 4,167.00 311.48 6,883.21 778.68 1,401.62 10,987.22	

MINUTES

**REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES**

**TUESDAY, FEBRUARY 13, 2024
COUNCIL EXECUTIVE SESSION – 5:00 PM
CITY COUNCIL MEETING – 6:00 PM**

CALL TO ORDER - Mayor Jernigan called the meeting to order at 5:01 pm

ROLL CALL

PRESENT

Council Member Ellen Campbell

Council Member Jamie McCorkle

Vice Mayor Kirsten Merritt

Mayor Janet Jernigan

Council Member JoAnne Pogue via Teams from 5049 Corporate Woods Drive, Pensacola, FL 32504

Council Member Tona Belt

Council Member Henry Longbrake

Also present were City Manager Patrick Martinez, City Attorney John Pinkney, City Clerk Dale Jones, and Assistant City Clerk Candace Clark.

City Attorney Pinkney reported that Council Members Campbell and Pogue have a conflict of interest on Executive Session item d because their sons work for MIH.

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

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS - None

RECESS TO EXECUTIVE SESSION at 5:02 pm

EXECUTIVE SESSION - Council Members Campbell and Pogue recused themselves from Item d as stated above and joined Executive Session at 5:18 pm

- d. NPUA/Council: Conference with legal counsel – anticipated litigation pursuant to Government Code Section 54956.9(d) 2, 3 and/or 4 (regarding potential litigation with Medical Investor Holdings LLC, NCA Management, 3247 AM LLC and 2103 D, LLC related to Cannabis taxes).

No Reportable Action.

- b. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): City of Needles v. Minasian, et. al., SB County Case Number CIVSB2328931

No Reportable Action

- c. Conference with legal counsel regarding potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (one potential case adverse to Otana Planet Green “OPG”)

Council Member Campbell moved , second by Vice Mayor Merritt, to approve a settlement agreement. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Vice Mayor Merritt, Council Members Pogue and Belt

Noes: Council Member Longbrake

Absent: None

Abstain: None

- a. Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957.

No Reportable Action

EXECUTIVE SESSION REPORT - City Attorney Pinkney reported on Items a through d as noted above.

CALL TO ORDER - Mayor Jernigan called the meeting to order at 6:36 pm

Mayor Jernigan announced that Item number 18 would be moved to right after the Presentation by the Chamber of Commerce, item 3 pulled and continued to the next meeting.

ROLL CALL (previously taken)

PLEDGE OF ALLEGIANCE - Led by Mayor Jernigan

INVOCATION - Given by Council Member Campbell

APPROVAL OF AGENDA

Council Member Campbell moved, second by Council Member McCorkle, to approve the agenda, item 3 has been pulled and scheduled for the next meeting. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Vice Mayor Merritt, Council Members Pogue, Belt and Longbrake

Noes: None

Absent: None

Abstain: None

CONFLICT OF INTEREST - As previously stated by City Attorney Pinkney, Council Members Campbell and Pogue have a conflict of interest on Executive Session item d because their sons work for MIH.

CORRESPONDENCE - None

INTRODUCTIONS - Mayor Jernigan acknowledged Commissioner Larry Ford and former Council Member Shawn Gudmundson in attendance.

CITY ATTORNEY – Parliamentary Procedures given by City Attorney Pinkney

PRESENTATION

1. Presentation given by Wayne Colburn from the Chamber of Commerce / Visitor Center.

PUBLIC APPEARANCE

Jared Johnston reported several potholes on San Clemente and urged the City to fix them.

Officer Jake Gault from the San Bernardino County Sheriffs Department recognized Cheryl Sallis and Paulette Green for their successful efforts with the Giving Tree for Seniors at Christmas this past year.

18. Authorize repairs to the Needles Aquatic Center not to exceed \$5,933 to be funded by General Fund Reserves

City Manager Martinez reported and Mayor Jernigan also reported.

Mayor Jernigan reported on work being done and her visit to the pool and that the pool vacuum is not working. She urged Council to approve increased repairs up to \$15,000, which would include the purchase of a new pool vacuum system.

Various members of the swim team voiced their opinions on how important the pool is to the community.

Ashley DeLeon, Needles Unified School District's swim coach, thanked Council and staff for their help with repairs to the Aquatic center. She spoke on behalf of the swim team and the importance of the pool. Several student members of the swim team spoke on the value of the pool and its importance in bringing the community together as a family.

Jared Johnston spoke about the possibility of working with local companies for assistance with the pool improvements in exchange for advertising.

Brad Harris spoke about the value of the pool for children in the community.

Council members thanked members in attendance for showing support and spoke on the benefits of the pool and its history in the community of Needles.

City Manager Patrick Martinez spoke on communication and working together.

Council Member Merritt moved, second by Council Member Campbell to authorize repairs to the Needles Aquatic Center not to exceed \$15,000 to be funded by General Fund Reserves.

Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Vice Mayor Merritt, Council Members Pogue, Belt, and Longbrake
Noes: None
Absent: None
Abstain: None

PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS

NPUA / COUNCIL CONSENT CALENDAR

Member / Vice Mayor Merritt moved, second by Member / Council Member Pogue, to approve NPUA/Council Consent Calendar Items 2, 4, 5, and 6. Motion carried by the following roll call vote:

Ayes: Members / Council Members Campbell, McCorkle, Member / Vice Mayor Merritt, Member / Mayor Jernigan, Members / Council Members Pogue, Belt, and Longbrake
Noes: None
Absent: None
Abstain: None

2. Waived the reading and adopted Resolution 2024-8 authorizing an increase in the purchase/set-up fee for electrical onsite materials from \$50,000 to \$90,000
3. Authorize the City Manager to execute the agreement dated August 10, 2020 with 3Degrees Group, Inc. through March 15, 2032 for the purchase of Renewable Energy Certificates "RECs"
Item pulled and continued to the next Council Meeting, on February 27, 2024.
4. Approved New Exhibit to 2007 Lower Colorado Basin ICS Forbearance Agreement
5. Waived the reading and adopted Resolution No. 2024- 9 Certifying the Sewer System Management Plan dated January 2024
6. Accepted Atlas Planning Solutions Proposal to Provide Consultant Professional Services for the Local Hazard Mitigation Plan Update for \$60,80 plus 10% contingency for a total not to exceed amount of \$66,198 and authorized staff to execute a Consultant Professional Services Agreement with Atlas Planning Solutions.

END OF NPUA CONSENT CALENDAR

ADJOURNED THE JOINT NPUA/COUNCIL MEETING AND RECONVENED THE COUNCIL MEETING at 7:16 pm

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS - None

COUNCIL CONSENT CALENDAR

Vice Mayor Merritt moved, second by Council Member Campbell, to approve Council Consent Calendar Items 7 through 10. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Vice Mayor Merritt, Council Members Pogue, Belt, and Longbrake
Noes: None
Absent: None

Abstain: None

7. Approved the Warrants Register through February 13, 2024
8. Approved the Regular Minutes of January 23, 2024 and the Special Meeting Minutes of January 30, 2024
9. Accepted Change Order #3 to the Public Works Agreement with Cora Constructors, Inc. for the Lily Hill Water Booster Pump Station project resulting in an increase to the contract in the amount of \$64,658.91 for a new total contract amount of \$2,183,953.66; and authorized staff to execute said Change Order.
10. Hearing on Appeal of City's Notice of Revocation of Cannabis Business License/Permit for the following Cannabis Businesses:
3247 Needles Highway, Suite E, Needles, CA (2103 D, LLC);
3247 Needles Highway, Suite A, Needles CA (3247 AM, LLC)
3241 Needles Highway, Needles, CA (NCA Management Co., LLC)
3253 Needles Highway, Needles CA (Medical Investor Holdings, LLC)
HEARING CONTINUED UNTIL March 12, 2024.

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

11. Award the 2024 Edible Food Recovery Grant

Utility Manager Rainie Torrance reported. Mayor Jernigan spoke and suggested the money be split evenly between all three entities.

Council Member Campbell moved, second by Council Member Pogue, to split the \$5,000 grant evenly between St. Vincent De Paul, Firehouse Ministries, and Set Free. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Pogue, and Belt
Noes: Council Members Merritt and Longbrake
Absent: None
Abstain: None

12. Waive the reading and adopt Resolution 2024-10 Naming the New Walking Trail at Jack to the Marilyn Hohstadt Mathews Trail

City Manager Martinez reported.

Council Member Campbell moved, second by Council Member McCorkle, to waive the reading and adopt Resolution 2024-10 naming the New Walking Trail at Jack to the Marilyn Hohstadt Mathews Trail . Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Vice Mayor Merritt, Council Members Pogue, Belt, and Longbrake
Noes: None
Absent: None
Abstain: None

13. Authorize those interested to attend the League of California Cities (LCC) City Leaders Summit in Sacramento April 17-19, 2024.

Mayor Jernigan expressed interest in attending.

City Manager Martinez reported.

Council Member McCorkle moved, second by Council Member Campbell, to authorize Mayor Jernigan, Council Member Campbell, and Council Member Pogue to attend the League of

California Cities (LCC) City Leaders Summit in Sacramento April 17-19, 2024 Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Pogue, Belt, and Longbrake
Noes: Vice Mayor Merritt
Absent: None
Abstain: None

Council Member Campbell later withdrew her request to attend this event and chose to attend the Inland Empire Tourism event.

14. Authorize those interested to attend the 2024 City / County Conference on May 16-17, 2024 in Lake Arrowhead

City Manager Martinez reported.

Council Member Campbell moved, second by Vice Mayor Merritt, to authorize Mayor Jernigan and Council Member Campbell, to attend the 2024 City / County Conference on May 16-17, 2024 in Lake Arrowhead Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Vice Mayor Merritt, Council Members Pogue, Belt, and Longbrake
Noes: None
Absent: None
Abstain: None

15. Authorize those interested to attend the ICSC Event at the Las Vegas Convention Center on May 19-21, 2024

City Manager Martinez reported.

Council members asked about the number of people attending events.

Council Member Campbell moved, second by Council Member Longbrake, to authorize Council Members McCorkle, Longbrake, and Pogue to attend the ICSC Event at the Las Vegas Convention Center on May 19-21, 2024. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Pogue, Belt, and Longbrake
Noes: Vice Mayor Merritt
Absent: None
Abstain: None

16. Authorize those interested to attend the Inland Empire Tourism Regional Summit in Riverside at the Marriott Riverside Convention Center, 3400 Market Street on Thursday, April 18 from 9am-5:30pm.

City Manager Martinez reported.

Mayor Jernigan is cancelling her reservation in order to attend the City Leaders Summit; Council Member Campbell announced she will attend instead of the City Leaders Summit.

Vice Mayor Merritt moved, second by Council Member Pogue, to authorize Council Members Campbell and Belt to attend the Inland Empire Tourism Regional Summit in Riverside at the Marriott Riverside Convention Center, 3400 Market Street on Thursday, April 18 from 9am-5:30pm. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Vice Mayor Merritt, Council Members Pogue, Belt, and Longbrake
Noes: None
Absent: None
Abstain: None

17. Consider cancelling the second regular City Council / NPUA / HACN meetings in June, July, and August 2024

City Manager Martinez reported.

Council Member Belt moved, second by Vice Mayor Merritt , to cancel the second regular City Council / NPUA / HACN meetings in June, July, and August Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Vice Mayor Merritt, Council Members Pogue, Belt, and Longbrake
Noes: None
Absent: None
Abstain: None

CITY ATTORNEY REPORT

Given by City Attorney John Pinkney

CITY MANAGER REPORT

Given by City Manager Patrick Martinez

19. MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Campbell thanked city staff for quick response and solutions to the emergency created by the Rite Aid closure; reported she uses Walmart delivery; thanked local food banks and commended the community for pulling together in a crisis.

Councilmember McCorkle thanked the Chamber of Commerce for increased efforts on events and communication; thanked the smaller pharmacies who responded to the Rite Aid closure crisis (Riverside Pharmacy and DeeFlat Pharmacy); requested updates on Home Suites, the large building next to Needles Point, UTV progress; requested that River Lux clean up the sign location; expressed concern over the condition of the road leading to Jack Smith Park and urged the City to make the necessary repairs.

Vice Mayor Merritt requested a meeting on the Visitor Center status.

Council Member Pogue thanked the City Manager and city staff for quick response to the Rite Aid closure crisis.

Councilmember Belt thanked city staff for quick response to the emergency created by the Rite Aid closure; wished everyone a Happy Valentine's Day

Councilmember Longbrake thanked the Chamber of Commerce for their increased efforts; expressed concern over the Center for Change closure and Alano Club losing their current location; reported that Billet Health, Firehouse Ministries, and the Hospital are possible locations for the Alano Club; urged the City to help; reported their is a family living in El Garces who has a key and claims they have approval to be there and voiced his opinion that the El Garces needs new keys.

Mayor Jernigan thanked City Manager Martinez and Utility Manager Torrance for their rapid response and solutions to the Rite Aid closure crisis; congratulated the Needles High School Boys and Girls Basketball teams; reported on the upcoming Resource Fair and encouraged everyone to attend.

ADJOURNMENT

Mayor Jernigan adjourned the meeting at 7:54 pm

ATTEST: _____

Mayor Janet Jernigan

City Clerk Dale Jones, CMC



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Receive and file the Transportation Development Act Triennial Performance Audit for Fiscal Years 2021 - 2023 for the Needles Transit Services

Background: Every three years, the San Bernardino County Transportation Authority (SBCTA) has a triennial audit performed on the Needles Transit Services (Needles Area Transit, Dial-a-Ride, and Medical Transport/Shopper Shuttle). Attached is the audit for the 2021-2023 fiscal years. Two of the three prior recommendations have been implemented with one implementation in progress

1. Ensure timely completion and submittal of the Transit Operators Financial Transactions Reports to the State Controller -- Implemented
2. Ensure key performance indicators such as accidents, incidents, road calls, and deadhead service data are reported and monitored in TransTrack Manager -- Implemented
3. Reinstate the Google Transit trip planning tool on the Needles Transit Services web page -- Implementation in Progress

Discussion: This recommendation was carried forward in this prior audit for full implementation. The City implemented the Google Transit trip planner on the transit page of the City's website in mid-2018 as part of a transit marketing campaign funded through a LCTOP grant. However, in mid- to late 2019, a new City website was created and went live without the Google Transit trip planner feature being transferred. At the time of the prior audit report, the Google Transit trip planner had yet to be restored on the transit page of the City of Needles website. The prior auditor recommended staff work to reinstate the Google Transit trip planner as well as a Google Translate widget feature for non-English-speaking users.

Progress: In March 2022, the trip planning tool (Google Transit) including the Google Translate widget feature was restored and incorporated into the transit page of the City's website. Additionally, in August 2022, the website was updated with current ADA requirements.

The auditors viewed City's transit website on September 13, 2023 and noted accessibility features are clearly identified on the right side of the screen. The Google Trip Planner is accessible via a link that reads "Click here to plan your transit" (though there is no other indicator that it goes to Google). The webpage does not have a translation widget feature, though Google does allow the language to be changed for its trip planning feature.

Status: Partially implemented.

City Response: Per IT, the city's website does have Google translate, however, for some reason it's not showing up on the "accessibility tool". With regard to the trip planner, the language

translator is available and working. With this noted, as discussed with SBCTA, the city is currently in the process of moving the entire transit webpage to an independent website - needlestransit.com - that will be funded by SBCTA and hosted and maintained by an SBCTA contractor. The city's website will have a link to connect to the transit website once it's up and running which should be within the next few months.

One new recommendation was made as part of this audit:

Recommendation: Ensure the TDA definition of full-time equivalent (FTE) employee is used for reporting to the State Controller.

Recommended Action: Ensure both the City and Transportation Concepts document all hours worked related to transit beginning with FY 2022/23. City administrative hours may need to be allocated between fixed-route (general operations) and demand-response (specialized services) based on either actual work performed or a formula based on vehicle service hours by mode. The City's Dial-A-Ride dispatcher hours should be included in the calculation for specialized services. The contractor's hours should include administrative, managerial, driver, and maintenance staff. Ensure the individual(s) completing the reports are aware of how to calculate this data using the TDA definition.

Timeline: FY 2023/24 (for FY 2022/23 reporting)

Anticipated Cost: Negligible

City Management Response: The TDA-defined full-time equivalent (FTE) employee definition was implemented with the State Controller's Reports for FY 2022/23.

Fiscal Impact: N/A

Environmental Impact: N/A

Recommended Action: MOVE to receive and file the Transportation Development Act Triennial Performance Audit for Fiscal Years 2021 - 2023 for the Needles Transit Services.

Submitted By: Cheryl Sallis, Community Services Manager

City Management Review: Patrick J. Martinez **Date:** 2/22/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

City of Needles

TDA TRIENNIAL PERFORMANCE AUDIT, FY 2021 – FY 2023



FINAL REPORT
FEBRUARY 2024



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Chapter 1 | Executive Summary

In 2023, the San Bernardino County Transportation Authority (SBCTA) selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates TDA funding.

The California Public Utilities Code requires all recipients of Transit Development Act (TDA) Article 4 funding to undergo an independent performance audit on a three-year cycle in order to maintain funding eligibility. While not required, audits of Article 8 recipients are encouraged.

The Triennial Performance Audit is designed to be an independent and objective evaluation of City of Needles as a public transit operator, providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three fiscal years. In addition to assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to whom it allocates funds.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of City of Needles public transit program for the period:

- Fiscal Year 2020/21,
- Fiscal Year 2021/22, and
- Fiscal Year 2022/23.

The City of Needles provides transportation services within the City at Needles Area Transit (NAT). Deviated fixed-route service operates weekdays from 7:00 a.m. to 6:55 p.m. and Saturday from 10:00 a.m. to 4:55 p.m. The deviated fixed-route service is comprised of two routes With route deviations available upon request as time allows.

The City also provides Dial-A-Ride service for seniors age 60 and older and persons with disabilities. Service hours are Monday – Friday, 9:00 a.m. to 2:00 p.m. Reservations are taken until 1:55 p.m. The City provides medical transportation to facilities in Mohave Valley and Bullhead City on Tuesday and Thursday by advance prepaid reservations. A shopper shuttle to Walmart, Safeway, Smith's, and CVS Fort Mohave locations is provided through advance prepaid reservations on Wednesday.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. Moore & Associates concludes the evidence obtained provides a reasonable basis for its findings and conclusions.

This audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

- Compliance requirements,
- Prior recommendations,
- Analysis of program data reporting,
- Performance Audit, and
- Functional review.

Test of Compliance

Based on discussions with City of Needles staff, analysis of program performance, and an audit of program compliance and function, the audit team presents one compliance finding:

1. Use of the TDA definition of Full-Time Equivalent (FTE) employee could not be confirmed.

Status of Prior Recommendations

The prior audit – completed in August 2021 by Michael Baker International. for the three fiscal years ending June 30, 2020 – included three recommendations:

1. Ensure timely completion and submittal of the Transit Operators Financial Transactions Reports to the State Controller.
Status: Implemented.
2. Ensure key performance indicators as accidents, incidents, road calls, and deadhead service data are reported in TransTrack Manager.
Status: Implemented.
3. Reinstate the Google Transit trip planning tool on the Needles Transit Services web page.
Status: Implementation in progress.

Findings and Recommendations

Based on discussions with City of Needles staff, analysis of program performance, and a review of program compliance and function, the audit team submits the aforementioned compliance findings for City of Needles.

1. Use of the TDA definition of Full-Time Equivalent (FTE) employee could not be confirmed.

The audit team has identified no functional findings.

In completing this Triennial Performance Audit, we submit the following recommendations for City of Needles' public transit program. They have been divided into two categories: TDA Program compliance recommendations and functional recommendations. TDA program compliance recommendations are intended to assist in bringing the operator into compliance with the requirements and standards of the TDA, while Functional Recommendations address issues identified during the triennial audit that are not specific to TDA compliance.

Exhibit 1.1 Summary of Audit Recommendations

TDA Compliance Recommendations		Importance	Timeline
1	Ensure the TDA definition of full-time equivalent (FTE) employee is used for reporting to the State Controller.	Medium	FY 2023/24

See page 46 for the City’s response to this finding and recommendation.

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Chapter 2 | Audit Scope and Methodology

The Triennial Performance Audit (TPA) of City of Needles' public transit program covers the three-year period ending June 30, 2023. The California Public Utilities Code requires all recipients of Transit Development Act (TDA) funding to complete an independent review on a three-year cycle in order to maintain funding eligibility.

In 2023, the San Bernardino County Transportation Authority (SBCTA) selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates TDA funding. Moore & Associates is a consulting firm specializing in public transportation, including audits of non-TDA Article 4 recipients. Selection of Moore & Associates followed a competitive procurement process.

The Triennial Performance Audit is designed to be an independent and objective evaluation of City of Needles as a public transit operator. Direct benefits of a Triennial Performance Audit include providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three years; helpful insight for use in future planning; and assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized. Finally, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to whom it allocates funds.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. The auditors believe the evidence obtained provides a reasonable basis for our findings and conclusions.

The audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, as well as *Government Auditing Standards* published by the U.S. Comptroller General.

Objectives

A Triennial Performance Audit (TPA) has four primary objectives:

1. Assess compliance with TDA regulations;
2. Review improvements subsequently implemented as well as progress toward adopted goals;
3. Evaluate the efficiency and effectiveness of the transit operator; and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the transit operator.

Scope

The TPA is a systematic review of performance evaluating the efficiency, economy, and effectiveness of the transit operator. The audit of City of Needles included five tasks:

1. A review of compliance with TDA requirements and regulations.
2. A review of the status of recommendations included in the prior Triennial Performance Audit.
3. A verification of the methodology for calculating performance indicators including the following activities:
 - Assessment of internal controls,
 - Test of data collection methods,
 - Calculation of performance indicators, and
 - Evaluation of performance.
4. Comparison of data reporting practices:
 - Internal reports,
 - State Controller Reports, and
 - National Transit Database.
5. Examination of the following functions:
 - General management and organization;
 - Service planning;
 - Scheduling, dispatching, and operations;
 - Personnel management and training;
 - Administration;
 - Marketing and public information; and
 - Fleet maintenance.
6. Conclusions and recommendations to address opportunities for improvement based upon analysis of the information collected and the audit of the transit operator's major functions.

Methodology

The methodology for the Triennial Performance Audit of the City of Needles' public transit program included thorough review of documents relevant to the scope of the audit, as well as information contained on the City's website. The documents reviewed included the following (spanning the full three-year period):

- Triennial Performance Audit report for the prior audit period;
- Most recent Short Range Transit Plan/Transit Development Plan;
- Monthly performance reports;
- State Controller Reports;
- NTD reports;
- Annual budgets;
- TDA fiscal audits;
- TDA claims;
- Transit marketing collateral;

- Fleet inventory;
- Preventive maintenance schedules and forms;
- California Highway Patrol Terminal Inspection Reports;
- Accident/road call logs;
- Customer complaint logs; and
- Organizational chart.

The methodology for this review included on-site interviews with key staff at 950 Front Street in Needles on September 29, 2023. The audit team met with Cheryl Sallis (Community Services Manager), Brett Baum (Transportation Concepts' Director of Operations), and Yvette Parsons (Transportation Concepts' Project Manager); toured the operations and maintenance facility; and reviewed materials germane to the triennial audit.

This report is comprised of eight chapters divided into three sections:

1. Executive Summary: A summary of the key findings and recommendations developed during the Triennial Performance Audit process.
2. TPA Scope and Methodology: Methodology of the review and pertinent background information.
3. TPA Results: In-depth discussion of findings surrounding each of the subsequent elements of the audit:
 - Compliance with statutory and regulatory requirements,
 - Status of prior recommendations,
 - Consistency among reported data,
 - Performance measures and trends,
 - Functional audit, and
 - Findings and recommendations.

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Chapter 3 | Program Compliance

This section examines the City of Needles' compliance with the Transportation Development Act as well as relevant sections of the California Code of Regulations. An annual certified fiscal audit confirms TDA funds were apportioned in conformance with applicable laws, rules, and regulations. The City considers full use of funds under California Code of Regulations (CCR) 6754(a) as referring to operating funds but not capital funds. The TPA findings and related comments are delineated in Exhibit 3.1.

The City of Needles does not use TDA Article 4 funding for transit and is not statutorily required to be audited. However, the San Bernardino County Transportation Authority, as the RTPA, requested the City be audited to support a comprehensive and objective review to provide beneficial insights into program performance.

Status of compliance items was determined through discussions with City staff as well as an inspection of relevant documents including the fiscal audits for each year of the triennium, State Controller annual filings, California Highway Patrol terminal inspections, National Transit Database reports, year-end performance reports, and other compliance-related documentation.

One compliance issue was identified for City of Needles:

1. Use of the TDA definition of Full-Time Equivalent (FTE) employee could not be confirmed.

Developments Occurring During the Audit Period

The FY 2020/21 – FY 2022/23 audit period was the first to occur entirely after the onset of the COVID-19 pandemic. The pandemic resulted in significant declines in ridership and fare revenue, and recovery from those impacts continues beyond FY 2022/23. Most transit programs have yet to return to pre-pandemic ridership and fare levels.

In California, two notable pieces of legislation were passed that impact compliance during the audit period. These bills were intended to provide emergency relief during the pandemic, thereby ensuring transit operators continue to receive TDA funding despite significant impacts to key performance measures. Assembly Bill 90, signed into law on June 29, 2020, provided temporary regulatory relief for transit operators required to conform with Transportation Development Act (TDA) farebox recovery ratio thresholds in FY 2019/20 and FY 2020/21. While the ability to maintain state mandates and performance measures is important, AB 90 offered much-needed relief from these requirements for these years initially impacted by the COVID-19 pandemic. AB 90 included provisions specific to transit operator funding through the TDA, including temporary farebox recovery ratio waivers, changes regarding the allocation of STA funds, and eligibility for using STA for operating purposes.

Assembly Bill 149, signed into law on July 16, 2021, provided additional regulatory relief with respect to Transportation Development Act (TDA) compliance. Recognizing the ongoing impact of the COVID-19 pandemic, it extended the provisions of AB 90 through FY 2022/23 as well as provided additional relief with respect to local funding, operating cost, and use of STA funds. Each year of the audit period took place while penalty waivers were in place, and FY 2023/24 is the first post-COVID year for which transit operators will face potential penalties for not meeting farebox recovery requirements.

Exhibit 3.1 Transit Development Act Compliance Requirements

Compliance Element	Reference	Compliance	Comments
State Controller Reports submitted on time.	PUC 99243	In compliance	FY 2020/21: January 31, 2022/ February 1, 2022 FY 2021/22: January 30, 2023 FY 2022/23: January 29, 2024
Fiscal and compliance audits submitted within 180 days following the end of the fiscal year (or with up to 90-day extension).	PUC 99245	In compliance	FY 2020/21: December 29, 2021 FY 2021/22: December 22, 2022 FY 2022/23: Expected by end of February 2024
Operator's terminal rated as satisfactory by CHP within the 13 months prior to each TDA claim.	PUC 99251 B	In compliance	February 11, 2020 March 11, 2021 April 7, 2022 April 14, 2023
Operator's claim for TDA funds submitted in compliance with rules and regulations adopted by the RTPA.	PUC 99261	In compliance	
If operator serves urbanized and non-urbanized areas, it has maintained a ratio of fare revenues to operating costs at least equal to the ratio determined by the rules and regulations adopted by the RTPA.	PUC 99270.1	Not applicable	
Except as otherwise provided, the allocation for any purpose specified under Article 8 may in no year exceed 50% of the amount required to meet the total planning expenditures for that purpose.	PUC 99405	In compliance	
An operator receiving allocations under Article 8(c) may be subject to regional, countywide, or subarea performance criteria, local match requirements, or fare recovery ratios adopted by resolution of the RTPA.	PUC 99405	Not applicable	No such alternative criteria have been established.
The operator's operating budget has not increased by more than 15% over the preceding year, nor is there a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities unless the operator has reasonably supported and substantiated the change(s).	PUC 99266	Not applicable	Not required under Article 8(c).
The operator's definitions of performance measures are consistent with the Public Utilities Code Section 99247.	PUC 99247	Finding	The use of the TDA definition of Full-Time Equivalent (FTE) employee could not be confirmed.
The operator does not routinely staff with two or more persons a vehicle for public transportation purposes designed to be operated by one person.	PUC 99264	Not applicable	Not required under Article 8(c).
If the operator serves an urbanized area, it has maintained a ratio of fare revenues to operating cost at least equal to one-fifth (20 percent).	PUC 99268.2, 99268.4, 99268.1	Not applicable	

Compliance Element	Reference	Compliance	Comments
If the operator serves a rural area, it has maintained a ratio of fare revenues to operating cost at least equal to one-tenth (10 percent).	PUC 99268.2, 99268.4, 99268.5	In compliance	FY 2020/21: 10.57% FY 2021/22: 11.95% FY 2022/23: 5.96% (waived) <i>FY 2021 and FY 2022 data from TDA fiscal audits. FY 2023 data from State Controller Reports. The City uses Measure I funds to supplement farebox revenue to ensure TDA compliance. Penalties waived under AB 149.</i>
For a claimant that provides only services to elderly and handicapped persons, the ratio of fare revenues to operating cost shall be at least 10 percent.	PUC 99268.5, CCR 6633.5	Not applicable	
The current cost of the operator's retirement system is fully funded with respect to the officers and employees of its public transportation system, or the operator is implementing a plan approved by the RTPA, which will fully fund the retirement system for 40 years.	PUC 99271	Not applicable	Not required under Article 8(c).
If the operator receives State Transit Assistance funds, the operator makes full use of funds available to it under the Urban Mass Transportation Act of 1964 before TDA claims are granted.	CCR 6754 (a) (3)	In compliance	
In order to use State Transit Assistance funds for operating assistance, the operator's total operating cost per revenue hour does not exceed the sum of the preceding year's total plus an amount equal to the product of the percentage change in the CPI for the same period multiplied by the preceding year's total operating cost per revenue hour. An operator may qualify based on the preceding year's operating cost per revenue hour or the average of the three prior years. If an operator does not meet these qualifying tests, the operator may only use STA funds for operating purposes according to a sliding scale.	PUC 99314.6	Not applicable	

Compliance Element	Reference	Compliance	Comments
A transit claimant is precluded from receiving monies from the Local Transportation Fund and the State Transit Assistance Fund in an amount which exceeds the claimant's capital and operating costs less the actual amount of fares received, the amount of local support required to meet the fare ratio, the amount of federal operating assistance, and the amount received during the year from a city or county to which the operator has provided services beyond its boundaries.	CCR 6634	In compliance	

Chapter 4 | Prior Recommendations

This section reviews and evaluates the implementation of prior Triennial Performance Audit recommendations. This objective assessment provides assurance City of Needles has made quantifiable progress toward improving both the efficiency and effectiveness of its public transit program.

The prior audit – completed in August 2021 by Michael Baker International for the three fiscal years ending June 30, 2020 – included three recommendations:

1. [Ensure timely completion and submittal of the Transit Operators Financial Transactions Reports to the State Controller.](#)

Discussion: In the compliance review section of the prior audit, it was found that the City submitted its Transit Operators Financial Transactions Reports to the State Controller after the statutory deadline during all three years of the audit period. Pursuant to Public Utilities Code Section 99243, the report is due within seven months after the end of the fiscal year, which is on or before January 31. The submission of future reports to the State Controller in a timely manner will further demonstrate Needles’ proactive approach to compliance with state reporting instructions.

Progress: During the prior audit period, reports were submitted on June 25, 2019; March 3, 2020; and February 17, 2021. The City’s finance director explained how its auditors complete and submit this report on their behalf based on the City’s Trial Balance reports. The City is lacking detailed notes as to why the reports were submitted late for those years. SBCTA retains the auditing firm that prepares the transit fiscal audits and State Controller reports and has met with the auditors and advised that timely completion and filing of these reports is a priority.

During the current audit period they were submitted on January 31 and February 1, 2022 (the specialized services report was technically one day late) and January 30, 2023. Given this improvement and the emphasis on on-time submittal, there is no reason to believe the FY 2022/23 report will not be submitted on time.

Status: Implemented.

2. [Ensure key performance indicators such as accidents, incidents, road calls, and deadhead service data are reported and monitored in TransTrack Manager.](#)

Discussion: Needles has been proficient in its utilization of TransTrack Manager in reporting of system performance metrics. During the prior audit, a review of the quarterly performance scorecard in TransTrack confirmed that most performance indicators and data were being reported, such as farebox recovery ratio, operating costs per revenue hour and mile, passengers per revenue hour and mile, complaints, and on-time performance. However, data for some performance categories such as miles between NTD reportable accidents, number of reportable accidents, system failures, and road calls were not reported in TransTrack. While reportable

accident data were reported in NTD, they did not get transferred into TransTrack. In addition, although the incidents of road calls were negligible during the audit period, they were not reported. Also, because the transit vehicles must be transported to Blythe (almost 100 miles one-way) to a Transportation Concepts facility for major maintenance and repairs, deadhead service hours and miles could build up which impact vehicle life. It was suggested that data for these vehicle performance categories be included in TransTrack.

Progress: Dial-A-Ride monthly management reports include revenue hours, road calls, vehicle collisions, and service incidents. NAT monthly reports also include the percent of non-revenue hours compared to revenue hours, farebox revenue, and on-time performance.

The City noted there have been no accidents (NTD reportable or otherwise). Staff continues to work with TransTrack to maximize use of the reporting system as applicable to NAT. Additionally, Needles' transit vehicles are no longer transported to Blythe and all maintenance and repairs are done on-site at the Needles locations, excluding warranty work.

Status: Implemented.

3. [Reinstate the Google Transit Trip planning tool on the Needles Transit Services web page.](#)

Discussion: This recommendation was carried forward in this prior audit for full implementation. The City implemented the Google Transit trip planner on the transit page of the City's website in mid-2018 as part of a transit marketing campaign funded through a LCTOP grant. However, in mid- to late 2019, a new City website was created and went live without the Google Transit trip planner feature being transferred. At the time of the prior audit report, the Google Transit trip planner had yet to be restored on the transit page of the City of Needles website. The prior auditor recommended staff work to reinstate the Google Transit trip planner as well as a Google Translate widget feature for non-English-speaking users.

Progress: In March 2022, the trip planning tool (Google Transit) including the Google Translate widget feature was restored and incorporated into the transit page of the City's website. Additionally, in August 2022, the website was updated with current ADA requirements.

The auditors viewed City's transit website on September 13, 2023 and noted accessibility features are clearly identified on the right side of the screen. The Google Trip Planner is accessible via a link that reads "Click here to plan your transit" (though there is no other indicator that it goes to Google). The webpage does not have a translation widget feature, though Google does allow the language to be changed for its trip planning feature.

City Response: Per IT, the city's website does have Google Translate; however, for some reason it is not showing up on the "accessibility tool." With regard to the trip planner, the language translator is available and working. With this noted, as discussed with SBCTA, the city is currently in the process of moving the entire transit webpage to an independent website – needlestransit.com – that will be funded by SBCTA and hosted and maintained by an SBCTA

contactor. The city's website will have a link to connect to the transit website once it is up and running which should be within the next few months.

Status: Implementation in progress.

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Chapter 5 | Data Reporting Analysis

An important aspect of the Triennial Performance Audit process is assessing how effectively and consistently the transit operator reports performance statistics to local, state, and federal agencies. Often as a condition of receipt of funding, an operator must collect, manage, and report data to different entities. Ensuring such data are consistent can be challenging given the differing definitions employed by different agencies as well as the varying reporting timeframes. This chapter examines the consistency of performance data reported by the City of Needles both internally as well as to outside entities during the audit period.

With respect to all performance measures, financial data reported to the State Controller and in the TDA annual fiscal audit were consistent with one another. Operating data reported in the monthly reports and to the State Controller were also consistent. Information reported to the National Transit Database (NTD) was notably lower due to not including data for the demand-response service due to it not being federally funded. Fixed-route data reported to the NTD was consistent with that reported elsewhere. No concerns regarding data reporting were identified.

(Note: Data from the TDA fiscal audit for FY 2022/23 were not available for this analysis.)

Exhibit 5.1 Data Reporting Comparison

Performance Measure	System-Wide		
	FY 2020/21	FY 2021/22	FY 2022/23
Operating Cost (Actual \$)			
<i>TDA fiscal audit</i>	\$501,925	\$537,361	Not available
<i>National Transit Database</i>	\$402,410	\$435,885	\$442,576
<i>State Controller Report</i>	\$501,925	\$537,361	\$557,141
Fare Revenue (Actual \$)			
<i>TDA fiscal audit</i>	\$28,988	\$40,995	Not available
<i>National Transit Database</i>	\$22,948	\$34,319	\$25,381
<i>State Controller Report</i>	\$28,988	\$40,995	\$33,178
Vehicle Service Hours (VSH)			
<i>Monthly Performance Reports</i>	4,960	4,788	5,011
<i>National Transit Database</i>	3,428	3,446	3,444
<i>State Controller Report</i>	4,960	4,788	5,011
Vehicle Service Miles (VSM)			
<i>Monthly Performance Reports</i>	61,955	62,559	63,786
<i>National Transit Database</i>	50,069	50,276	50,757
<i>State Controller Report</i>	61,955	62,559	63,786
Passengers			
<i>Monthly Performance Reports</i>	20,044	22,173	25,508
<i>National Transit Database</i>	15,813	16,380	19,201
<i>State Controller Report</i>	20,044	22,173	25,508
Full-Time Equivalent Employees			
<i>State Controller Report</i>	5	5	5

Chapter 6 | Performance Analysis

Performance indicators are typically employed to quantify and assess the efficiency of a transit operator's activities. Such indicators provide insight into current operations as well as trend analysis of operator performance. Through a review of indicators, relative performance as well as possible inter-relationships between major functions is revealed.

The Transportation Development Act (TDA) requires recipients of TDA funding to track and report five performance indicators:

- Operating Cost/Passenger,
- Operating Cost/Vehicle Service Hour,
- Passengers/Vehicle Service Hour,
- Passengers/Vehicle Service Mile, and
- Vehicle Service Hours/Employee.

To assess the validity and use of performance indicators, the audit team performed the following activities:

- Assessed internal controls in place for the collection of performance-related information,
- Validated collection methods of key data,
- Calculated performance indicators, and
- Evaluated performance indicators.

The procedures used to calculate TDA-required performance measures for the current triennium were verified and compared with indicators included in similar reports to external entities (i.e., State Controller and Federal Transit Administration).

Operating Cost

The Transportation Development Act requires an operator to track and report transit-related costs reflective of the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation. The most common method for ensuring this occurs is through a compliance audit report prepared by an independent auditor in accordance with California Code of Regulations Section 6667¹. The annual independent financial audit should confirm the use of the Uniform System of Accounts and Records. *Operating cost* – as defined by PUC Section 99247(a) – excluded the following during the audit period²:

¹ CCR Section 6667 outlines the minimum tasks which must be performed by an independent auditor in conducting the annual fiscal and compliance audit of the transit operator.

² Given the passage of AB 149, the list of excluded costs will be expanded beginning with FY 2021/22.

- Cost in the depreciation and amortization expense object class adopted by the State Controller pursuant to PUC Section 99243,
- Subsidies for commuter rail services operated under the jurisdiction of the Interstate Commerce Commission,
- Direct costs of providing charter service, and
- Vehicle lease costs.

Vehicle Service Hours and Miles

Vehicle Service Hours (VSH) and *Miles* (VSM) are defined as the time/distance during which a revenue vehicle is available to carry fare-paying passengers, and which includes only those times/miles between the time or scheduled time of the first passenger pickup and the time or scheduled time of the last passenger drop-off during a period of the vehicle's continuous availability.³ For example, demand-response service hours include those hours when a vehicle has dropped off a passenger and is traveling to pick up another passenger, but not those hours when the vehicle is unavailable for service due to driver breaks or lunch. For fixed-route services, service hours will exclude hours of "deadhead" travel to the first scheduled pick-up, and will also exclude hours of "deadhead" travel from the last scheduled drop-off back to the terminal. For fixed-route service, a vehicle is in service from first scheduled stop to last scheduled stop, whether or not passengers board or exit at those points (i.e., subtracting driver lunch and breaks but including scheduled layovers).

Passenger Counts

According to the Transportation Development Act, *total passengers* is equal to the total number of unlinked trips (i.e., those trips that are made by a passenger that involve a single boarding and departure), whether revenue-producing or not.

Employees

Employee hours is defined as the total number of hours (regular or overtime) which all employees have worked, and for which they have been paid a wage or salary. The hours must include transportation system-related hours worked by persons employed in connection with the system (whether or not the person is employed directly by the operator). Full-Time Equivalent (FTE) is calculated by dividing the number of person-hours by 2,000.

Fare Revenue

Fare revenue is defined by California Code of Regulations Section 6611.2 as revenue collected from the farebox plus sales of fare media.

³ A vehicle is considered to be in revenue service despite a no-show or late cancellation if the vehicle remains available for passenger use.

TDA Required Indicators

To calculate the TDA indicators for the City, the following sources were employed:

- Operating Cost was not independently calculated as part of this audit. Operating Cost data were obtained via State Controller Reports for each fiscal year covered by this audit. Operating Cost from the reports was compared against that reported in the City's audited financial reports and appeared to be consistent with TDA guidelines. In accordance with PUC Section 99247(a), the reported costs excluded depreciation and other allowable expenses.
- Fare Revenue was not independently calculated as part of this audit. Fare revenue data were obtained via annual TDA fiscal audits for each fiscal year covered by this audit. This appears to be consistent with TDA guidelines as well as the uniform system of accounts.
- Vehicle Service Hours (VSH) data were obtained via State Controller Reports for each fiscal year covered by this audit. The City calculates VSH using driver trip sheets. The City's calculation methodology is consistent with PUC guidelines.
- Vehicle Service Miles (VSM) data were obtained via State Controller Reports for each fiscal year covered by this audit. The City calculates VSM by subtracting deadhead and out-of-service miles from total vehicle mileage (as noted on each vehicle's odometer). This methodology is consistent with PUC guidelines.
- Unlinked trip data were obtained via State Controller Reports for each fiscal year covered by this audit. Drivers document boardings on daily driver trip sheets. The City's calculation methodology is consistent with PUC guidelines.
- Full-Time Equivalent (FTE) data were obtained from State Controller Reports for each fiscal year covered by this review. Use of the TDA definition regarding FTE calculation could not be confirmed.

System Performance Trends

System operating cost experienced an 11 percent increase during the audit period, and a 28.1 percent net increase between FY 2017/18 and FY 2022/23. Fare revenue significantly decreased in FY 2020/21, the first year fully impacted by the COVID-19 pandemic, and again less significantly in FY 2022/23. This resulted in a net 14.5 percent increase during the audit period and a net 20.5 percent decrease between FY 2017/18 and FY 2022/23.

Vehicle service hours (VSH) decreased during the audit period. This resulted in a net 1.0 percent increase during the audit period and a net 0.2 percent decrease during the six-year period. Vehicle service miles (VSM) decreased in FY 2018/19 and FY 2020/21. This resulted in a net 3.0 percent increase during the audit period and a net 1.1 percent decrease during the six-year period. Ridership increased during three years of the six-year period, with the most significant decline occurring in FY 2020/21 (34.8 percent). This led to a 27.3 percent net increase during the audit period and a 10 percent net decrease across the six-year period.

Cost-related metrics typically provide an indicator of a system's efficiency, while passenger-related metrics offer insight into its productivity. Improvements are characterized by increases in passenger-related metrics and decreases in cost-related metrics. System cost-related metrics increased during the audit period with the exception of operating cost per passenger. Passenger-related metrics rose during

the audit period, with passengers per VSH increasing by 26 percent and passengers per VSM increasing by 23.6 percent.

Exhibit 6.1 System Performance Indicators

Performance Measure	System-wide					
	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23
Operating Cost (Actual \$)	\$434,932	\$446,675	\$503,750	\$501,925	\$537,361	\$557,143
Annual Change		2.7%	12.8%	-0.4%	7.1%	3.7%
Fare Revenue (Actual \$)	\$41,722	\$47,765	\$48,395	\$28,988	\$40,995	\$33,178
Annual Change		14.5%	1.3%	-40.1%	41.4%	-19.1%
Vehicle Service Hours (VSH)	5,021	5,127	5,296	4,960	4,788	5,011
Annual Change		2.1%	3.3%	-6.3%	-3.5%	4.7%
Vehicle Service Miles (VSM)	64,515	64,010	66,965	61,955	62,559	63,786
Annual Change		-0.8%	4.6%	-7.5%	1.0%	2.0%
Passengers	28,355	32,624	30,738	20,044	22,173	25,508
Annual Change		15.1%	-5.8%	-34.8%	10.6%	15.0%
Employees	6	6	6	5	5	5
Annual Change		0.0%	0.0%	-16.7%	0.0%	0.0%
Performance Indicators						
Operating Cost/VSH (Actual \$)	\$86.62	\$87.12	\$95.12	\$101.19	\$112.23	\$111.18
Annual Change		0.6%	9.2%	6.4%	10.9%	-0.9%
Operating Cost/Passenger (Actual \$)	\$15.34	\$13.69	\$16.39	\$25.04	\$24.23	\$21.84
Annual Change		-10.7%	19.7%	52.8%	-3.2%	-9.9%
Passengers/VSH	5.65	6.36	5.80	4.04	4.63	5.09
Annual Change		12.7%	-8.8%	-30.4%	14.6%	9.9%
Passengers/VSM	0.44	0.51	0.46	0.32	0.35	0.40
Annual Change		16.0%	-9.9%	-29.5%	9.6%	12.8%
Farebox Recovery	9.6%	10.7%	9.6%	5.8%	7.6%	6.0%
Annual Change		11.5%	-10.2%	-39.9%	32.1%	-21.9%
Hours/Employee	836.8	854.5	882.7	992.0	957.6	1,002.2
Annual Change		2.1%	3.3%	12.4%	-3.5%	4.7%
TDA Non-Required Indicators						
Operating Cost/VSM	\$6.74	\$6.98	\$7.52	\$8.10	\$8.59	\$8.73
Annual Change		3.5%	7.8%	7.7%	6.0%	1.7%
VSM/VSH	12.85	12.48	12.64	12.49	13.07	12.73
Annual Change		-2.8%	1.3%	-1.2%	4.6%	-2.6%
Fare/Passenger	\$1.47	\$1.46	\$1.57	\$1.45	\$1.85	\$1.30
Annual Change		-0.5%	7.5%	-8.1%	27.8%	-29.6%

Sources: FY 2017/18 – FY 2019/20 data from prior Triennial Performance Audit.
FY 2020/21 – FY 2021/22 financial data from annual TDA fiscal audits.
FY 2022/23 financial data from State Controller Reports.
FY 2020/21 – FY 2022/23 operating data from State Controller Reports.

Exhibit 6.2 System Ridership

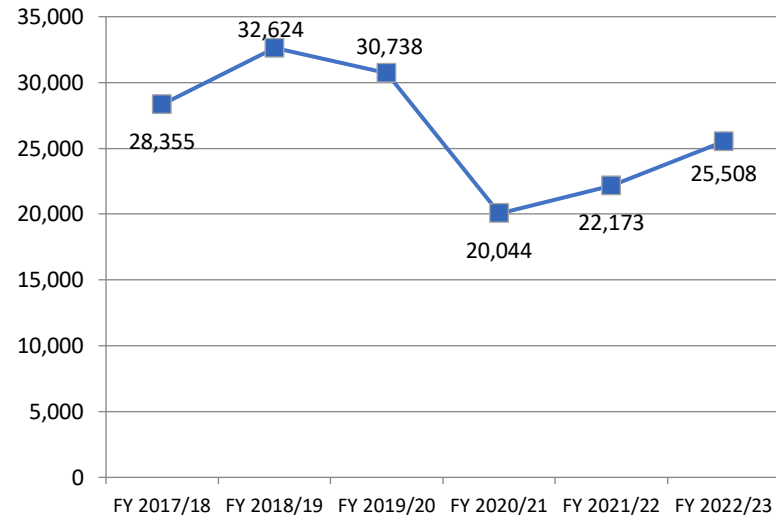


Exhibit 6.3 System Operating Cost/VSH

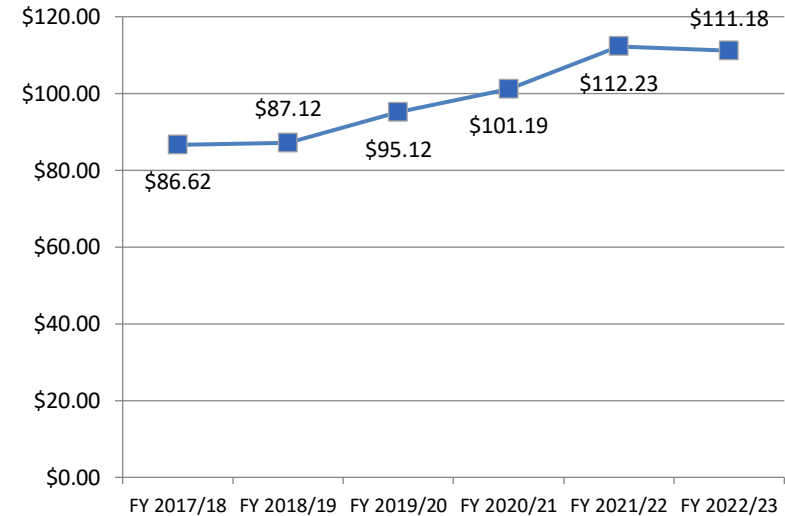


Exhibit 6.4 System Operating Cost/VSM

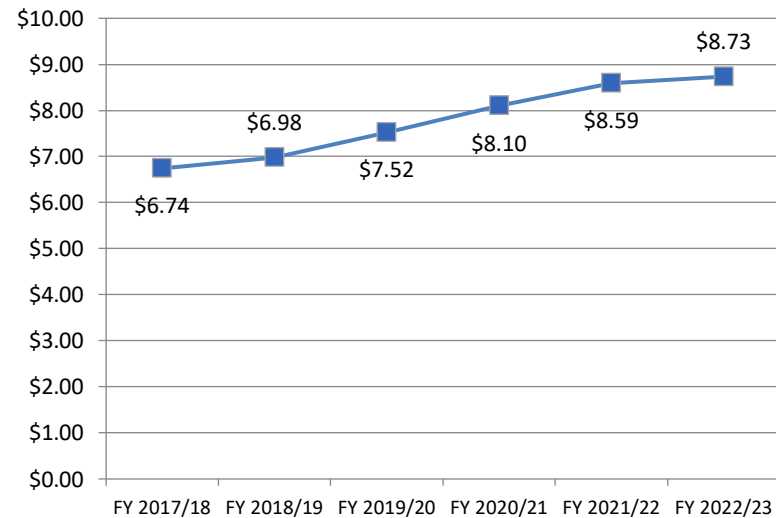


Exhibit 6.5 System VSM/VSH

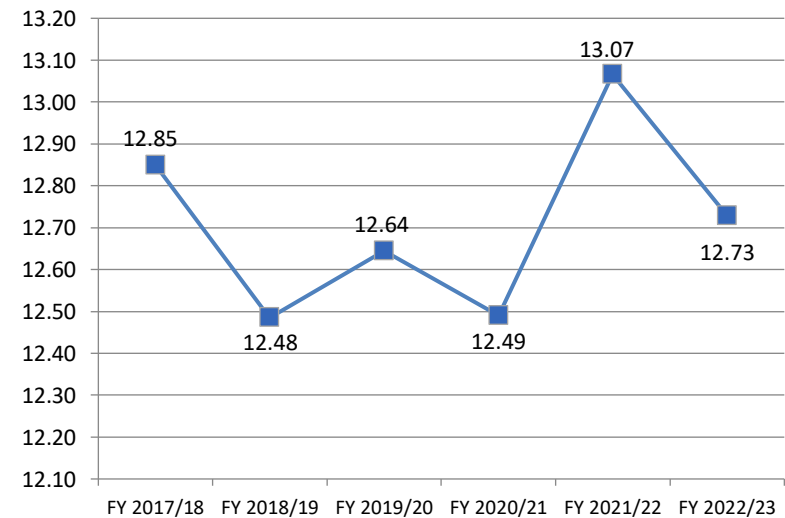


Exhibit 6.6 System Operating Cost/Passenger

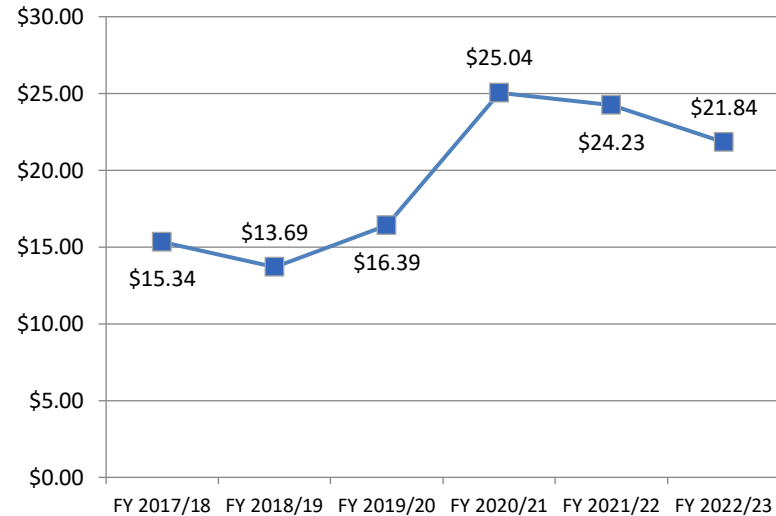


Exhibit 6.7 System Passengers/VSH

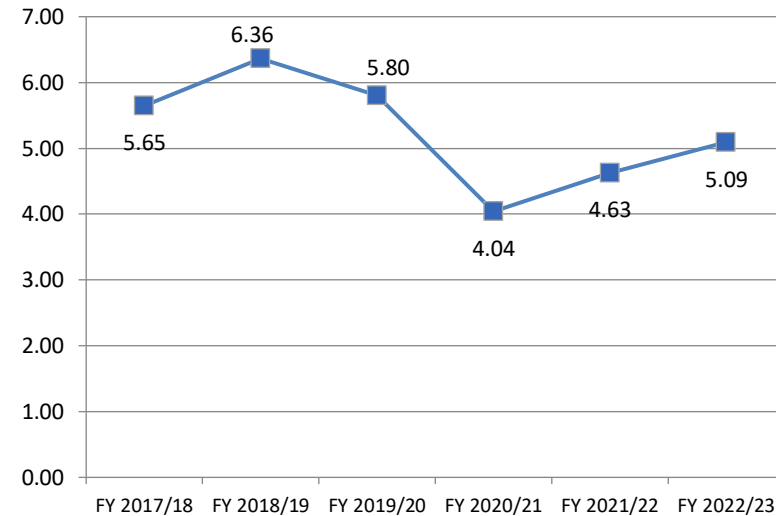


Exhibit 6.8 System Passengers/VSM

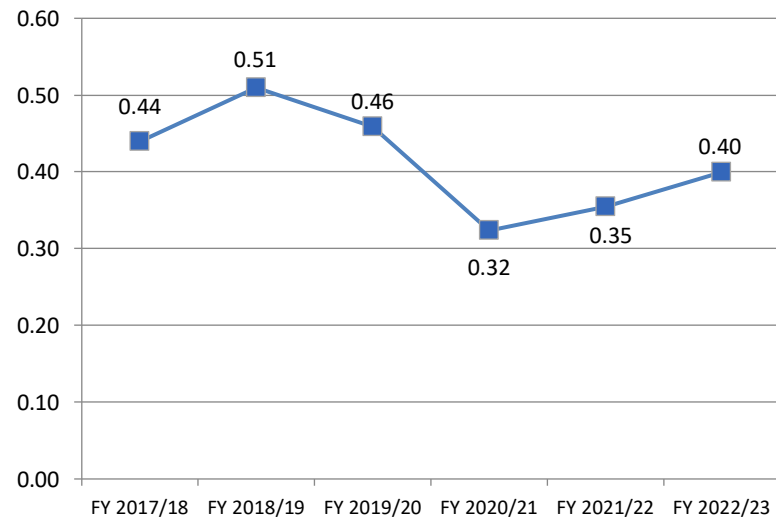


Exhibit 6.9 System VSH/FTE

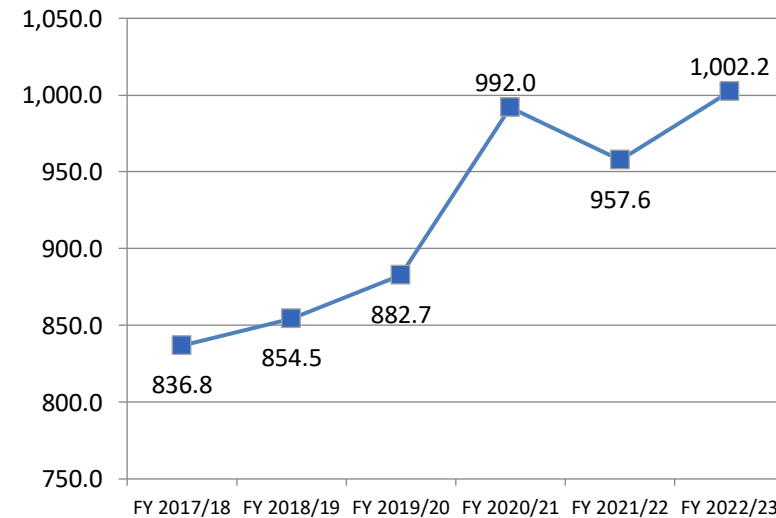


Exhibit 6.10 System Farebox Recovery

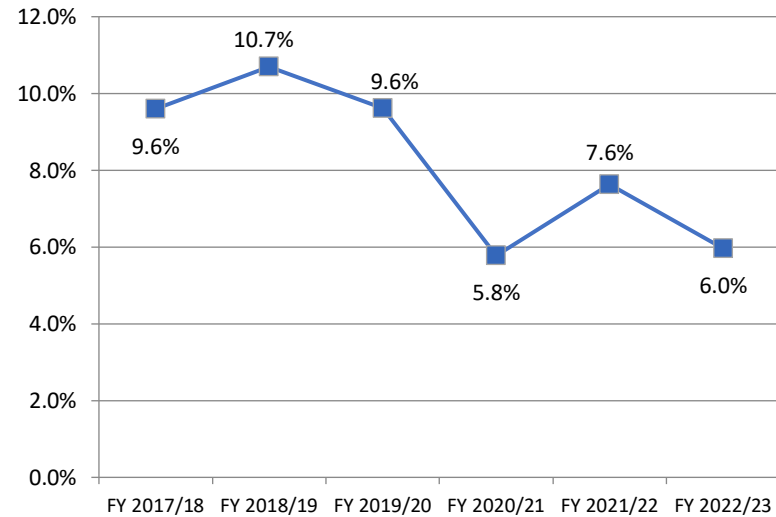
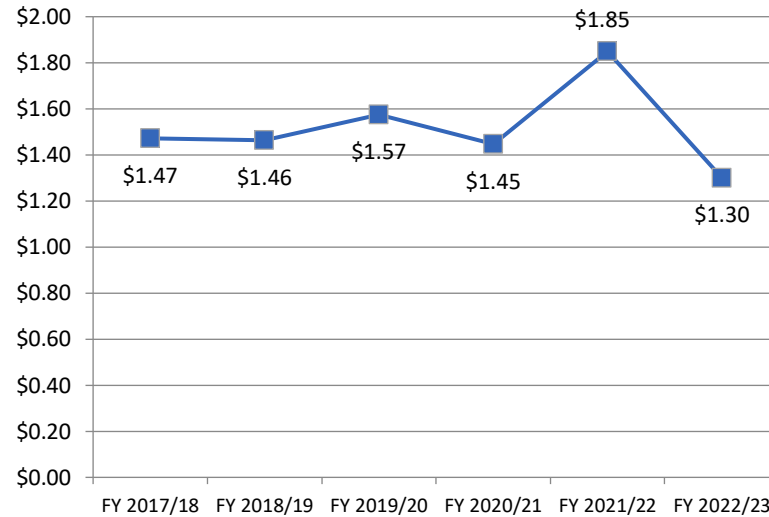


Exhibit 6.11 System Fare/Passenger



Deviated Fixed-Route Performance Trends

Deviated fixed-route operating cost experienced a net 10 percent increase during the audit period, and a 30.2 percent net increase across the last six years. Fare revenue, however, significantly decreased three years of the six-year period. This resulted in a net 10.6 percent increase during the audit period and a net 30.2 percent decrease over six years.

Vehicle service hours (VSH) decreased every year with the exceptions of FY 2019/20 and FY 2021/22. This resulted in a net 0.5 percent increase during the audit period and a net 0.7 percent increase during the six-year period. Vehicle service miles (VSM) increased every year with the exception of FY 2020/21. This resulted in a net 1.4 percent increase during the audit period and a net 1.8 percent increase during the six-year period. Ridership increased throughout three years of the six-year period, with a significant decline occurring in FY 2020/21 (38.3 percent). This led to a 21.4 percent net increase during the audit period and an 18.9 percent net decrease across the six-year period.

Deviated fixed-route cost-related metrics increased during the audit period with the exception of operating cost per passenger. Passenger-related metrics rose during the audit period, with passengers per VSH increasing by 20.9 percent and passengers per VSM increasing by 19.8 percent.

Exhibit 6.12 Deviated Fixed-Route Performance Indicators

Performance Measure	Deviated Fixed-Route					
	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23
Operating Cost (Actual \$)	\$339,854	\$344,716	\$392,093	\$402,410	\$435,884	\$442,576
Annual Change		1.4%	13.7%	2.6%	8.3%	1.5%
Fare Revenue (Actual \$)	\$36,342	\$41,619	\$39,880	\$22,948	\$34,319	\$25,381
Annual Change		14.5%	-4.2%	-42.5%	49.6%	-26.0%
Vehicle Service Hours (VSH)	3,419	3,412	3,436	3,428	3,446	3,444
Annual Change		-0.2%	0.7%	-0.2%	0.5%	-0.1%
Vehicle Service Miles (VSM)	49,861	50,028	51,711	50,069	50,276	50,757
Annual Change		0.3%	3.4%	-3.2%	0.4%	1.0%
Passengers	23,665	27,623	25,616	15,813	16,380	19,201
Annual Change		16.7%	-7.3%	-38.3%	3.6%	17.2%
Employees	4	4	4	4	4	4
Annual Change		0.0%	0.0%	0.0%	0.0%	0.0%
Performance Indicators						
Operating Cost/VSH (Actual \$)	\$99.40	\$101.03	\$114.11	\$117.39	\$126.49	\$128.51
Annual Change		1.6%	12.9%	2.9%	7.8%	1.6%
Operating Cost/Passenger (Actual \$)	\$14.36	\$12.48	\$15.31	\$25.45	\$26.61	\$23.05
Annual Change		-13.1%	22.7%	66.3%	4.6%	-13.4%
Passengers/VSH	6.92	8.10	7.46	4.61	4.75	5.58
Annual Change		17.0%	-7.9%	-38.1%	3.0%	17.3%
Passengers/VSM	0.47	0.55	0.50	0.32	0.33	0.38
Annual Change		16.3%	-10.3%	-36.2%	3.2%	16.1%
Farebox Recovery	10.69%	12.07%	10.17%	5.70%	7.87%	5.73%
Annual Change		12.9%	-15.8%	-43.9%	38.1%	-27.2%
Hours/Employee	854.8	853.0	859.0	857.0	861.5	861.0
Annual Change		-0.2%	0.7%	-0.2%	0.5%	-0.1%
TDA Non-Required Indicators						
Operating Cost/VSM	\$6.82	\$6.89	\$7.58	\$8.04	\$8.67	\$8.72
Annual Change		1.1%	10.0%	6.0%	7.9%	0.6%
VSM/VSH	14.58	14.66	15.05	14.61	14.59	14.74
Annual Change		0.5%	2.6%	-2.9%	-0.1%	1.0%
Fare/Passenger	\$1.54	\$1.51	\$1.56	\$1.45	\$2.10	\$1.32
Annual Change		-1.9%	3.3%	-6.8%	44.4%	-36.9%

Sources: FY 2017/18 – FY 2019/20 data from prior Triennial Performance Audit.

FY 2020/21 – FY 2021/22 financial data from annual TDA fiscal audits.

FY 2022/23 financial data from State Controller Report.

FY 2020/21 – FY 2022/23 operating data from State Controller Reports.

Exhibit 6.13 Deviated Fixed-Route Ridership

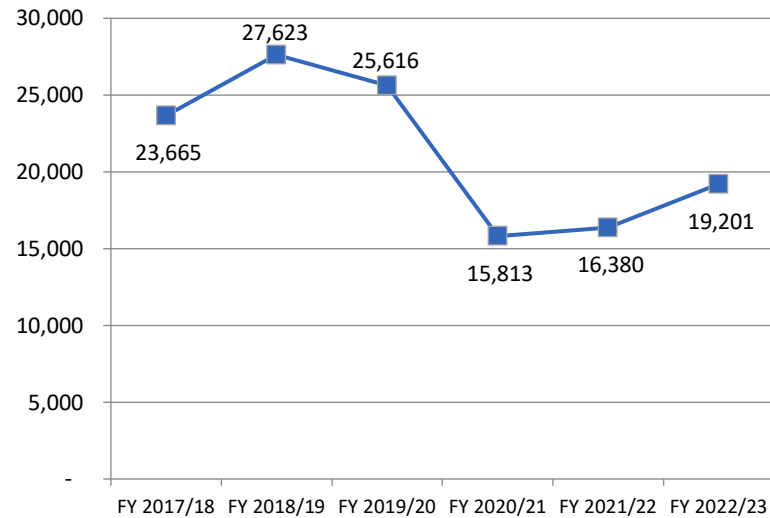


Exhibit 6.14 Deviated Fixed-Route Operating Cost/VSH

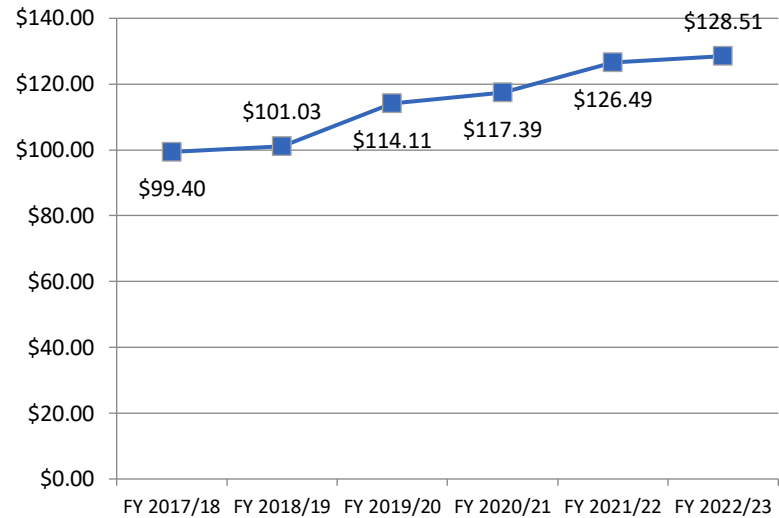


Exhibit 6.15 Deviated Fixed-Route Operating Cost/VSM

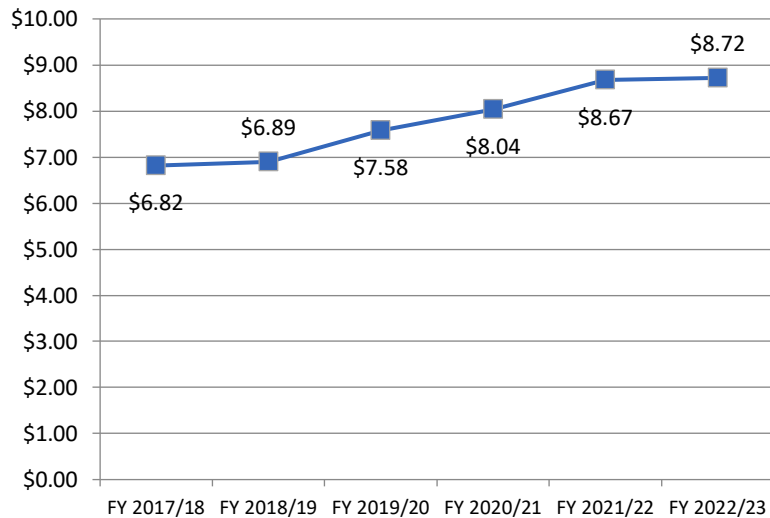


Exhibit 6.16 Deviated Fixed-Route VSM/VSH

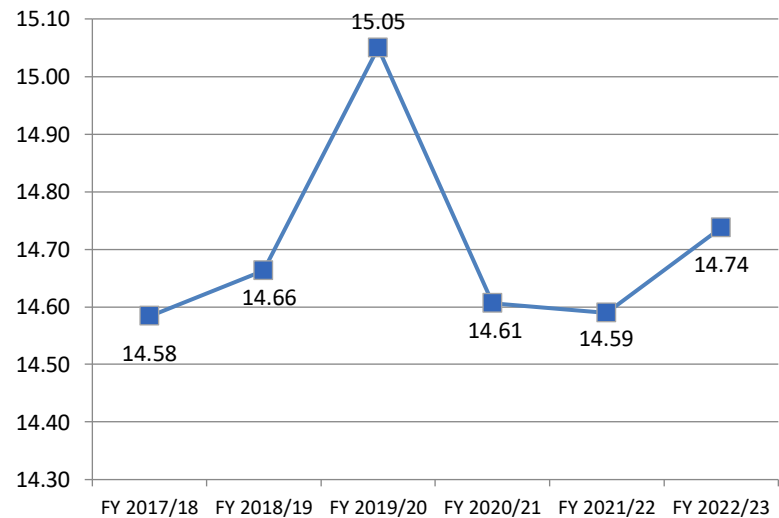


Exhibit 6.17 Deviated Fixed-Route Operating Cost/Passenger

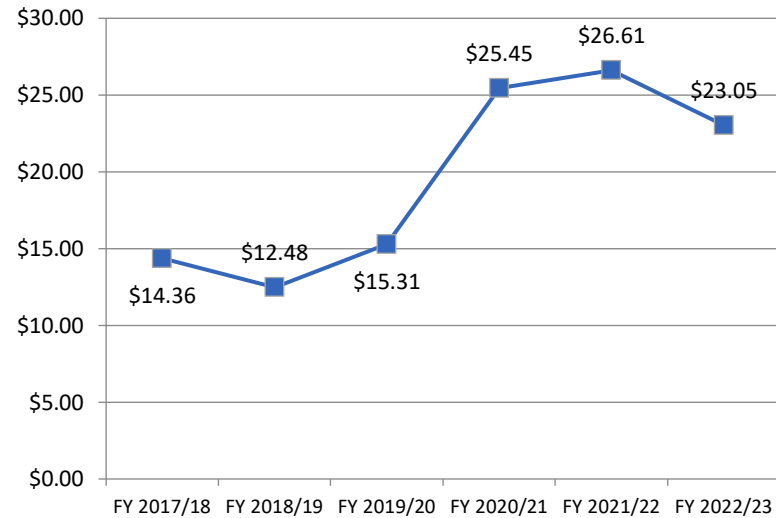


Exhibit 6.18 Deviated Fixed-Route Passengers/VSH

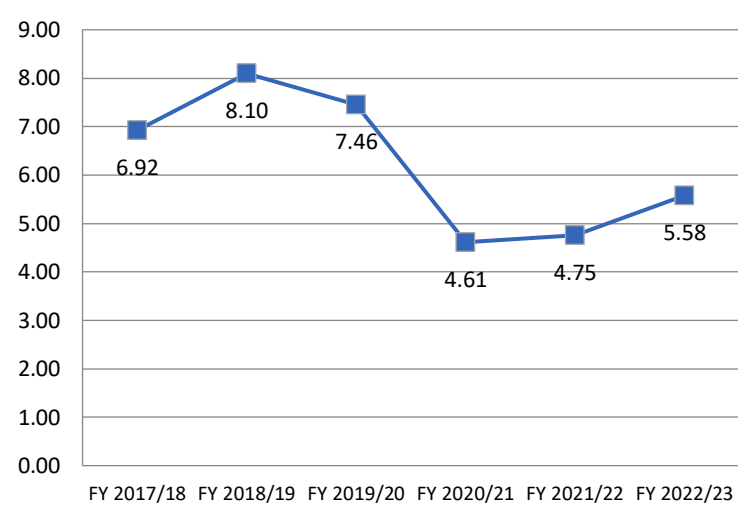


Exhibit 6.19 Deviated Fixed-Route Passengers/VSM

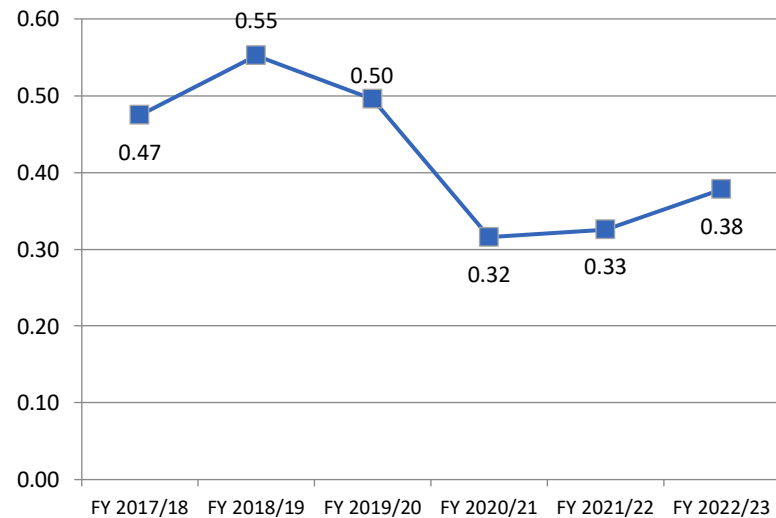


Exhibit 6.20 Deviated Fixed-Route VSH/FTE

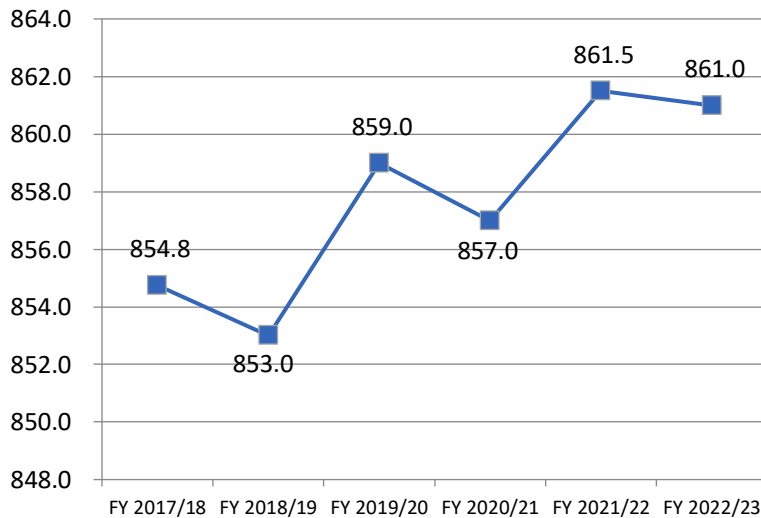


Exhibit 6.21 Deviated Fixed-Route Farebox Recovery

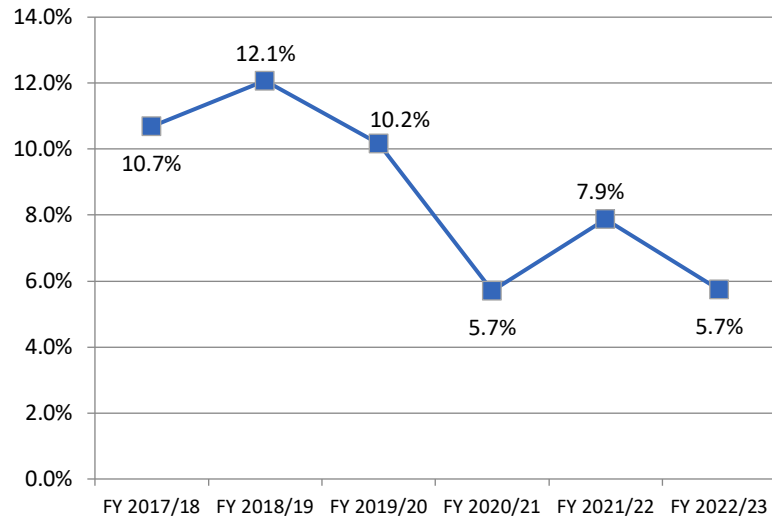
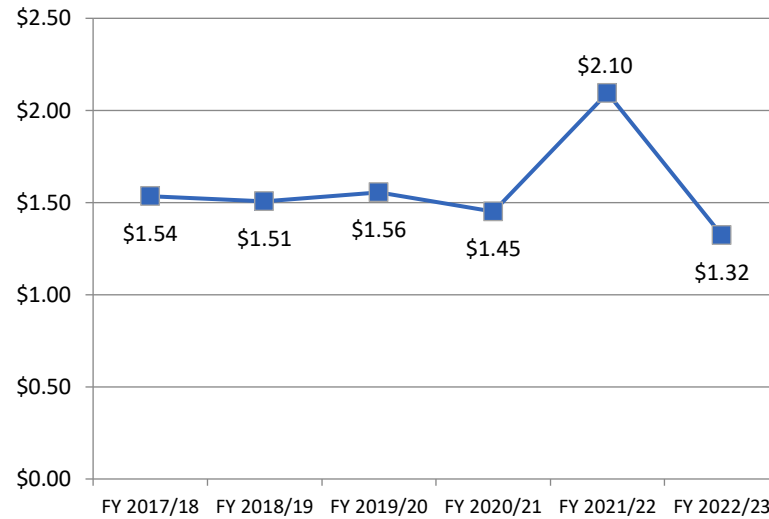


Exhibit 6.22 Deviated Fixed-Route Fare/Passenger



Demand-Response Performance Trends

Demand-response operating cost experienced a 15.1 percent increase during the audit period, and a 20.5 percent net increase between FY 2017/18 and FY 2022/23. Fare revenue significantly decreased in FY 2020/21, as this was the first year fully impacted by the COVID-19 pandemic, but increased during each subsequent year. This resulted in a net 29.1 percent increase during the audit period and a net 44.9 percent increase between FY 2017/18 and FY 2022/23.

Vehicle service hours (VSH) decreased during the first two years of the audit period before increasing in FY 2022/23. This resulted in a net 2.3 percent increase during the audit period and a net 2.2 percent decrease during the six-year period. Vehicle service miles (VSM) decreased in FY 2018/19 and FY 2020/21. This resulted in a net 9.6 percent increase during the audit period and a net 11.1 percent decrease during the six-year period. Ridership increased each year except FY 2020/21, which experienced a decline of 17.4 percent. This led to a 49.1 percent net increase during the audit period and a 34.5 percent net increase across the six-year period.

Demand-response cost-related metrics increased during the audit period with the exception of operating cost per passenger. Passenger-related metrics rose during the audit period, with passengers per VSH increasing by 45.7 percent and passengers per VSM increasing by 36 percent.

Exhibit 6.23 Demand-Response Performance Indicators

Performance Measure	Demand-Response					
	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23
Operating Cost (Actual \$)	\$95,078	\$101,959	\$111,657	\$99,515	\$101,477	\$114,567
Annual Change		7.2%	9.5%	-10.9%	2.0%	12.9%
Fare Revenue (Actual \$)	\$5,380	\$6,146	\$8,515	\$6,040	\$6,676	\$7,797
Annual Change		14.2%	38.5%	-29.1%	10.5%	16.8%
Vehicle Service Hours (VSH)	1,602	1,715	1,860	1,532	1,342	1,567
Annual Change		7.1%	8.5%	-17.6%	-12.4%	16.8%
Vehicle Service Miles (VSM)	14,654	13,982	15,254	11,886	12,283	13,029
Annual Change		-4.6%	9.1%	-22.1%	3.3%	6.1%
Passengers	4,690	5,001	5,122	4,231	5,793	6,307
Annual Change		6.6%	2.4%	-17.4%	36.9%	8.9%
Employees	2	2	2	1	1	1
Annual Change		0.0%	0.0%	-50.0%	0.0%	0.0%
Performance Indicators						
Operating Cost/VSH (Actual \$)	\$59.35	\$59.45	\$60.03	\$64.96	\$75.62	\$73.11
Annual Change		0.2%	1.0%	8.2%	16.4%	-3.3%
Operating Cost/Passenger (Actual \$)	\$20.27	\$20.39	\$21.80	\$23.52	\$17.52	\$18.17
Annual Change		0.6%	6.9%	7.9%	-25.5%	3.7%
Passengers/VSH	2.93	2.92	2.75	2.76	4.32	4.02
Annual Change		-0.4%	-5.6%	0.3%	56.3%	-6.8%
Passengers/VSM	0.32	0.36	0.34	0.36	0.47	0.48
Annual Change		11.8%	-6.1%	6.0%	32.5%	2.6%
Farebox Recovery	5.7%	6.0%	7.6%	6.1%	6.6%	6.8%
Annual Change		6.5%	26.5%	-20.4%	8.4%	3.4%
Hours/Employee	801.0	857.5	930.0	1,532.0	1,342.0	1,567.0
Annual Change		7.1%	8.5%	64.7%	-12.4%	16.8%
TDA Non-Required Indicators						
Operating Cost/VSM	\$6.49	\$7.29	\$7.32	\$8.37	\$8.26	\$8.79
Annual Change		12.4%	0.4%	14.4%	-1.3%	6.4%
VSM/VSH	9.15	8.15	8.20	7.76	9.15	8.31
Annual Change		-10.9%	0.6%	-5.4%	18.0%	-9.2%
Fare/Passenger	\$1.15	\$1.23	\$1.66	\$1.43	\$1.15	\$1.24
Annual Change		7.1%	35.3%	-14.1%	-19.3%	7.3%

Sources: FY 2017/18 – FY 2019/20 data from prior Triennial Performance Audit.

FY 2020/21 – FY 2021/22 financial data from annual TDA fiscal audits.

FY 2022/23 financial data from State Controller Report.

FY 2020/21 – FY 2022/23 operating data from State Controller Reports.

Exhibit 6.24 Demand-Response Ridership

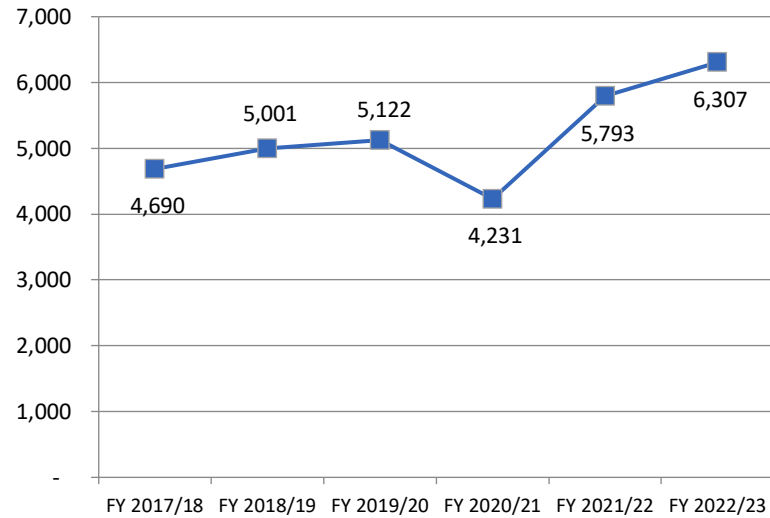


Exhibit 6.25 Demand-Response Operating Cost/VSH

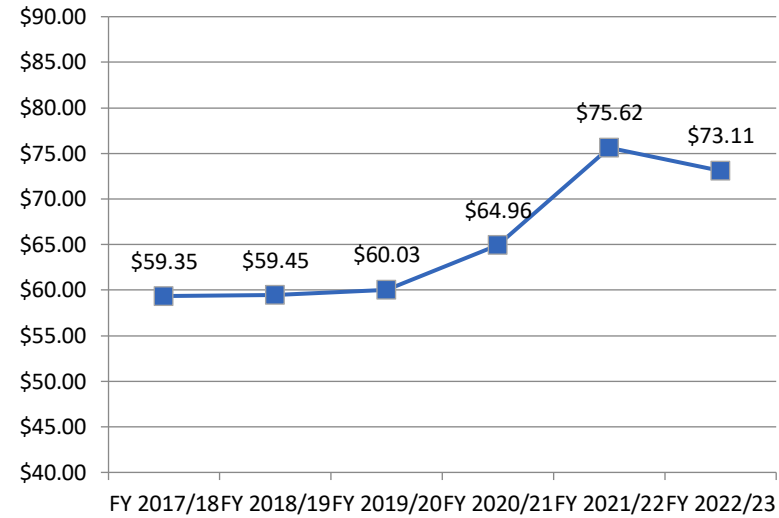


Exhibit 6.26 Demand-Response Operating Cost/VSM

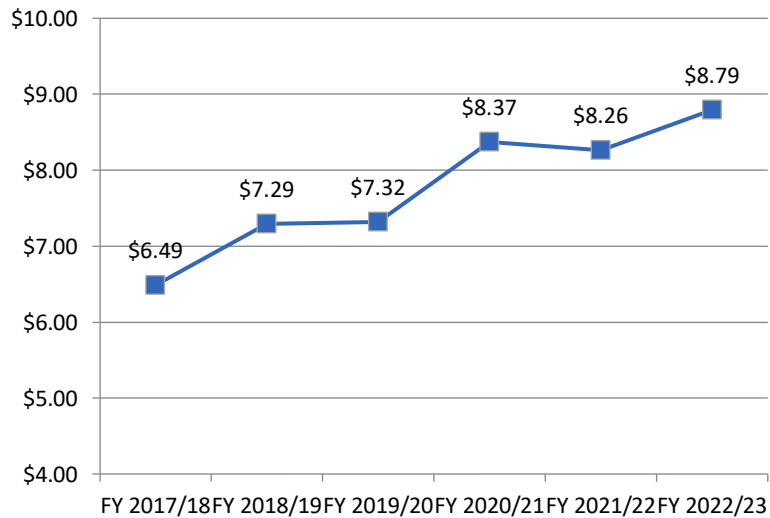


Exhibit 6.27 Demand-Response VSM/VSH

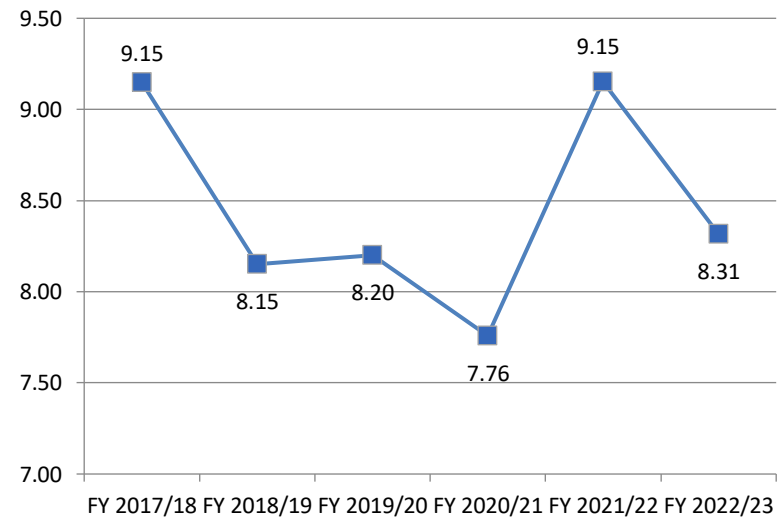


Exhibit 6.28 Demand-Response Operating Cost/Passenger

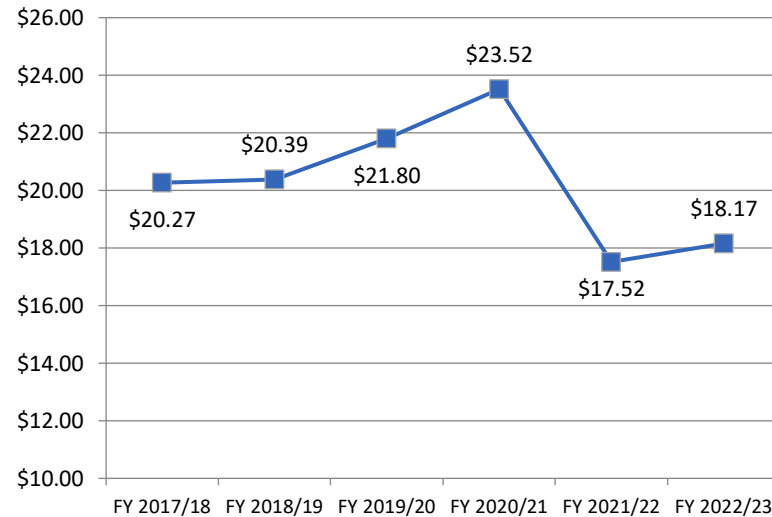


Exhibit 6.29 Demand-Response Passengers/VSH

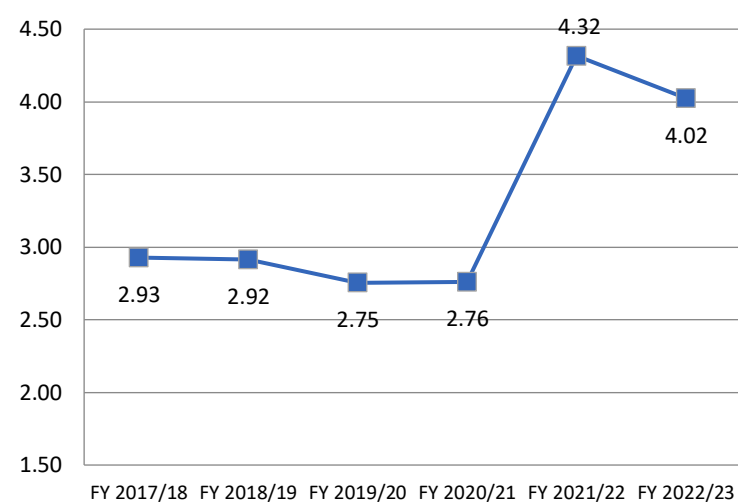


Exhibit 6.30 Demand-Response Passengers/VSM

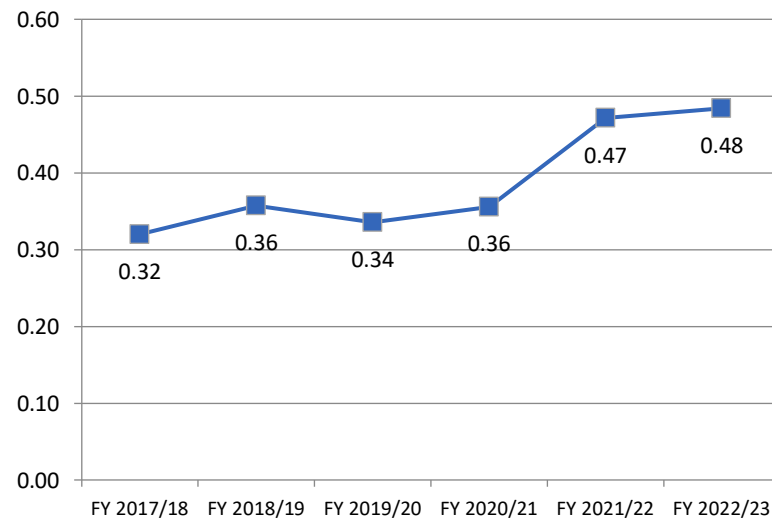


Exhibit 6.31 Demand-Response VSH/FTE

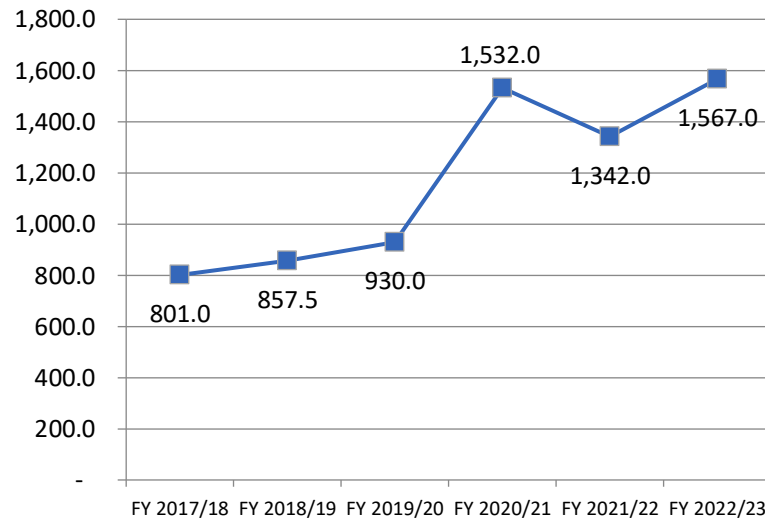


Exhibit 6.32 Demand-Response Farebox Recovery

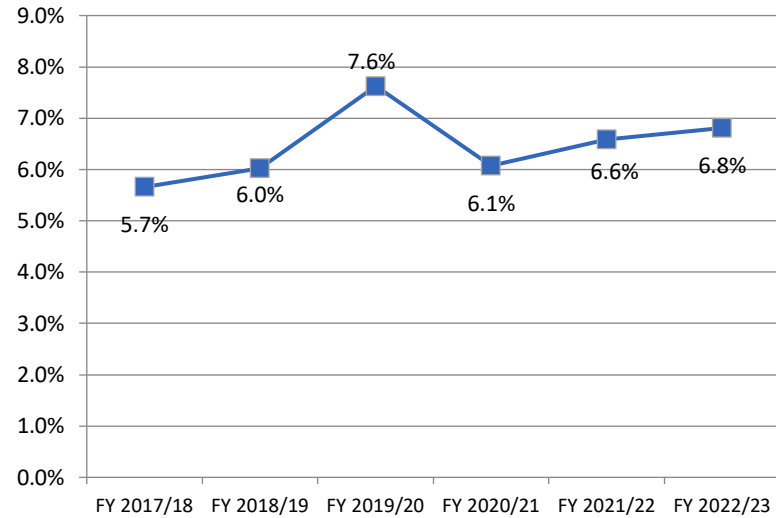
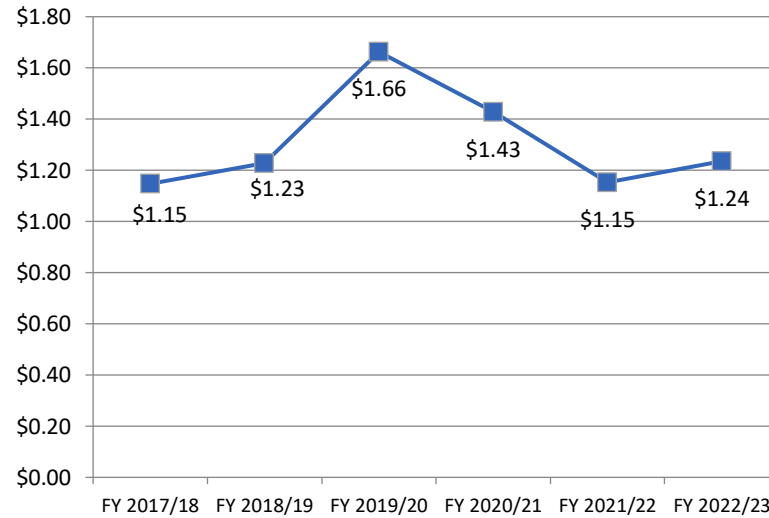


Exhibit 6.33 Demand-Response Fare/Passenger



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Chapter 7 | Functional Review

A functional review of City of Needles' public transit program is intended to assess the effectiveness and efficiency of the operator. Following a general summary of the City's transit services, this chapter addresses seven functional areas. The list, taken from Section III of the *Performance Audit Guidebook* published by Caltrans, reflects those transit services provided by the City through its transit program:

- General management and organization;
- Service planning;
- Administration;
- Marketing and public information;
- Scheduling, dispatch, and operations;
- Personnel management and training; and
- Fleet maintenance.

Service Overview

The City of Needles provides transportation services within the city via Needles Area Transit (NAT). Deviated fixed-route service operates weekdays from 7:00 a.m. to 6:55 p.m. and Saturday from 10:00 a.m. to 4:55 p.m. The fixed-route service is comprised of two routes which interline at G Street and Broadway Street. The West Loop operates between Pashard Street and Needles Highway and Victory Drive and East Broadway Street. The North-South Loop operates between Erin Drive and Coronado Street and Needles Town Center. Both routes serve Broadway Street between Needles Town Center and G Street. Route deviations are available upon request on a space-available basis and as time allows.

The City also provides Dial-A-Ride service for seniors age 60 and older and persons with disabilities. Local service hours are Monday through Friday from 9:00 a.m. to 2:00 p.m. Reservations are taken until 1:55 p.m. The City also provides medical transportation to facilities in Mohave Valley and Bullhead City on Tuesday and Thursday by advance prepaid reservations. A shopper shuttle to Walmart, Safeway, Smiths, and CVS in Fort Mohave is provided through advance prepaid reservations on Wednesday.

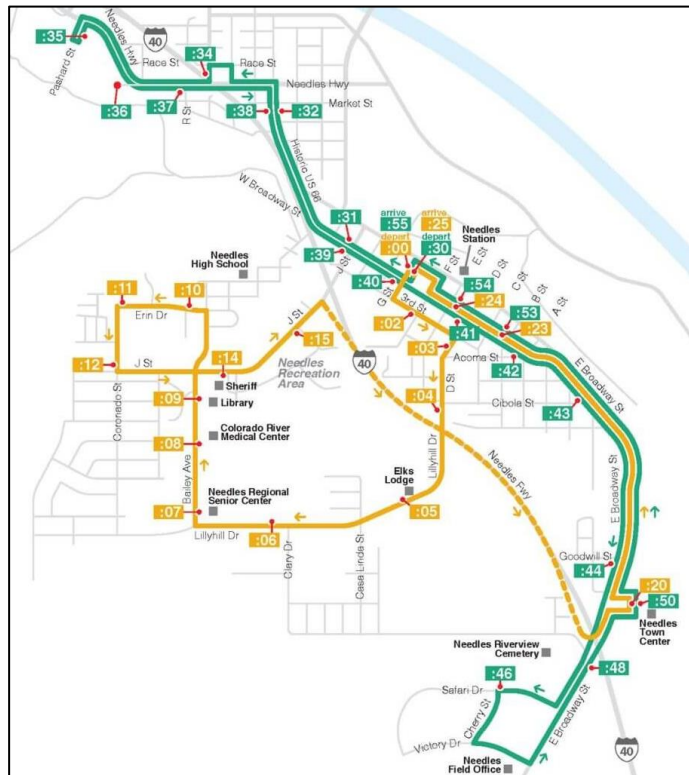


Exhibit 7.1 Fare Structure

Service	Regular Fare	Discounted Fare
Deviated fixed-route (one-way)	\$1.35	\$1.25
Deviated fixed-route 30-Punch Pass	\$39.00	N/A
Deviation Service (one-way)	\$2.00	\$1.90
Dial-A-Ride (one-way)	\$1.10	N/A
Medical Transportation to Valley View Medical Center (round-trip)	\$6.00	N/A
Medical Transportation to Bullhead City Medical Facilities (round-trip)	\$12.00	N/A
Shopper Shuttle to Fort Mohave (round-trip)	\$9.00	N/A

Discounted fixed-route fares are available to persons with disabilities and seniors age 60 and older with a City-issued photo ID. Children age five and younger ride for free with a fare-paying adult (up to two children per adult).

Response to COVID-19 pandemic

Service remained unchanged throughout the pandemic. Updated safety measures were implemented, including social distancing and reduced passenger capacity, as well as enhanced cleaning and providing hand sanitizer onboard. During the first pandemic year, ridership dropped to approximately 30 percent of pre-pandemic boardings due, in part, to people purchasing personal vehicles. Despite this decline, the City felt it was better off than most and is continuing to recover. The City's biggest takeaway from the pandemic was a single thing can bring the world to its knees, and to not take things for granted.

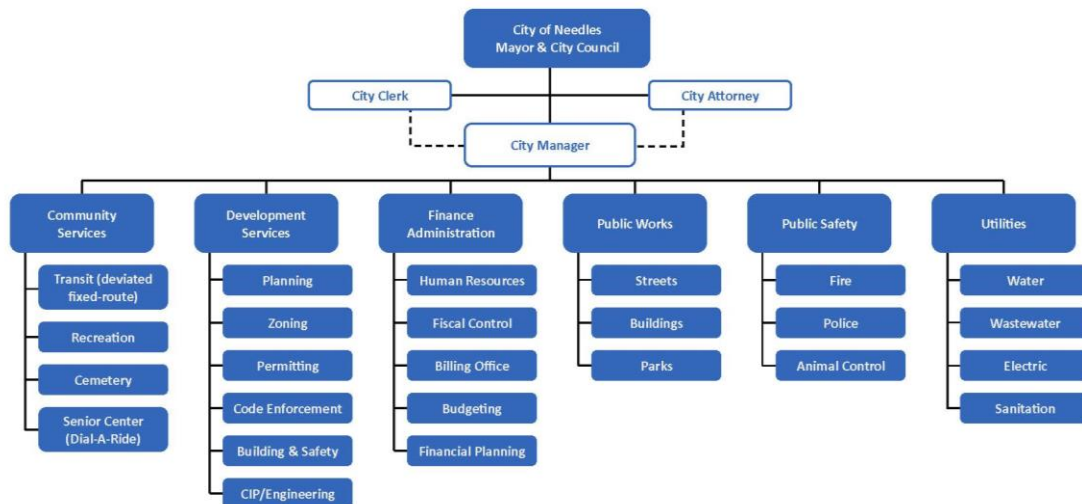
General Management and Organization

The City relies heavily on TransTrack software as well as close collaboration with contractor staff to provide continuing oversight of program performance. While the City feels it may not be maximizing all of the features available in TransTrack, it is able to access all necessary data, which it uses in concert with other budget and finance documents. The transit program is effectively and appropriately staffed.

The Needles city council is the governing body for the City's transit service. Council meetings are held in the city council chambers at 1111 Bailey Avenue on the second and fourth Tuesday of each month at 6:00 pm. This location is served by NAT's west loop route.

The Needles city council is satisfied with the service and has no specific concerns. There have been no customer complaints to the council. The City does not have a citizens' advisory committee.

Exhibit 7.2 Organizational Chart



The City has an excellent relationship with the San Bernardino County Transportation Authority. It works with neighboring operators, who were recently very helpful as the City sought to prepare an Independent Cost Estimate (ICE) prior to its most recent contract extension with its operations contractor. The City feels Caltrans could be more supportive. It belongs to industry organizations such as CalACT.

The only service change that occurred during the audit period was the increase in Dial-A-Ride service by one hour per day in October 2022. However, the City feels that hour is not being utilized as well as it could be and is looking to encourage riders to use the service. The City is also working to enhance usage by offering additional Senior Center programming during that time period.

The City anticipates looking at GTFS in the future, especially as part of its electric fleet. This will be explored as part of the City's next Short-Range Transit Plan (SRTP).

Service Planning

The San Bernardino County Transportation Authority is responsible for transit planning for the City of Needles through a consultant. The most recent short range transit plan (SRTP) was completed in January 2020, just prior to the onset of the COVID-19 pandemic. The planning horizon for that document was through FY 2024/25. Given the modest size of the City's transit program, the four recommendations included in the SRTP still likely remain relevant. They included:

1. Consolidation of the Medical and Shopper Shuttle services into a single Fort Mohave/Bullhead City limited stop service operating twice per week;
2. Bus stop improvements (including shelters, benches, and trash receptacles);
3. Preparation of a Zero Emission Bus Rollout Plan (completed); and
4. The purchase of replacement NAT vehicles.

The City expects to launch an update of its SRTP in FY 2023/24.

In 2018, customer surveys were conducted via intercept methodology onboard the buses as part of the SRTP process. An additional stakeholder survey was conducted to capture community organizations' feedback and written comments were encouraged at a public open house.

Administration

Budgeting is handled by the Community Services Manager by looking at the prior year, anticipated contract costs for the upcoming year, fuel estimates, service hours, and planned capital costs. The Transit Manager at the San Bernardino County Transportation Authority (SBCTA) assists with anticipated revenues. The Transit budget then goes into the City budget for approval. Actual expenses and revenues are compared to budgeted amounts on a monthly basis by staff. Mid-year budget revisions are made on an as-needed basis, but are very infrequent. Funds can be moved between line items within a specific fund or account budget by the Community Services Manager and Finance Director without council approval.

While the deviated fixed-route service (NAT) receives federal funding, the Dial-A-Ride service does not. Dial-A-Ride is funded primarily through the TDA (State Transit Assistance funds) and Measure I. The Medical and Shopper Shuttles are budgeted separately from the local Dial-A-Ride.

The City does not directly apply for grants except for FTA Section 5311. The SBCTA handles most of the funding and helps to shoulder some of the funding reporting duties. This is especially important as the City has no full-time dedicated transit employees. The TDA fiscal auditor is responsible for preparing the State Controller Transit Operator Financial Transaction Reports while the Community Services Manager prepares the National Transit Database reports.

The operations contractor insures the operation and vehicles. The NAT office and garage are maintained on the City's property insurance. The City is self-insured and is a member of the California Joint Powers Insurance Authority (CJPIA).

The City has a formal procurement policy as part of its Policy Manual. Purchases higher than \$15,000 must go through a formal bidding process. Purchases between \$5,000 and \$15,000 require three informal quotes. Purchases up to \$5,000 can be approved by City staff. The City typically uses the CalACT bid to purchase vehicles.

Transportation Concepts has been the City's transit operations contractor since 2019, including deviated fixed-route (NAT) and all demand-response (all Dial-A-Ride services). At that time, the prior contractor gave notice it was terminating its contract due to a buy-out and a "refocusing" of the organization. The initial procurement process garnered no bids, and a re-bid resulted in two bids, at which time Transportation Concepts was selected. The City has been very happy with Transportation Concepts and recently extended its contract to June 30, 2025. The City has one more two-year option before it will need to put the contract out for bid again.

Marketing and Public Information

The City promotes its transit service on its webpage. The webpage, which is hosted on the City's website, includes service and fare information, Title VI policy, information regarding regional transit, and a link to Google's transit planner. Program flyers are available at the hospital, the senior center, and city offices. However, the City relies heavily on word of mouth. The City does not currently utilize social media. The

City Manager has been hesitant to do so. The City promotes county-wide fare promotions, such as the recent K-12 and college students ride free. It coordinates with schools by providing informational flyers, as well as the County which purchases tickets for distribution to seniors and clients.

The Senior Center and the contractor's Project Manager are responsible for taking all transit-related customer phone calls. If necessary, they are referred to the Community Services Manager for handling. While the Project Manager has access to TransTrack, the Dial-A-Ride dispatcher at the Senior Center does not. All complaints are logged into TransTrack by the Community Services Manager.

Overall, the public's perception of transit is generally positive. At present, Dial-A-Ride ridership is increasing faster than NAT ridership, due in part to a greater number of disabled riders. The City hopes a new SRTP will provide additional feedback regarding public perception.

Scheduling, Dispatch, and Operations

Operation of the City's transit programs is contracted to Transportation Concepts, though dispatching for the Dial-A-Ride program is done through the Senior Center rather than the transit office. The City's transit programs are currently staffed by four full-time NAT drivers, one full-time Dial-A-Ride driver, and one project manager, as well as one part-time utility worker who also drives the Medical and Shopper shuttles. The Dial-A-Ride dispatcher is a City employee.

Drivers are not unionized. There is no bid system; drivers typically work the same schedule every week. Planned absences are accommodated through adjustments to weekly schedules and are typically covered by the other drivers or the project manager. The Project Manager frequently covers for unplanned absences.

Each service has dedicated vehicles which are not usually mixed. Mileage typically determines which will be sent out first. Very rarely are Dial-A-Ride buses used for NAT service (only in an emergency situation if NAT buses are down for maintenance or repairs). Any driver can return a bus if it feels unsafe. Non-functioning air conditioning is an out-of-service criteria.

Fares are collected using drop fareboxes on the NAT buses and a cup on the Dial-A-Ride. At the end of each shift, NAT drivers bring the fareboxes into the transit office and empty them in front of a witness. The money is placed in an envelope and stored in the safe until deposits are made with the City on Monday, Wednesday, and Friday. High usage of passes minimizes the amount of cash collected. Dial-A-Ride drivers follow the same process, though fares are delivered to and counted with the Senior Center aide/dispatcher, who deposits fares with the City once per week on Friday.

The City offers a NAT 30-punch pass and a single-boarding pass, which are sold at City Hall. Single-boarding Dial-A-Ride passes are available at the Senior Center, with large quantity purchases made at City Hall. All prepaid passes are also purchased by and distributed through County programs, Behavioral Health, etc. The City does not currently offer mobile ticketing.

Personnel Management and Training

At present, the City's program is fully staffed, though it was short-staffed by two drivers at one point during the audit period. The contractor will accept recruits with any level of training and train up to what they need. Recruitment efforts have included referral programs, hiring bonuses, posters onboard the

vehicles, and on employment websites such as Monster and Indeed. The contractor has the ability to send drivers up from the Los Angeles region if necessary to ensure the continuation of service.

Management motivates employees through lunches, safety incentives, periodic bonuses, and other activities. It offers a friendly and happy environment that makes employees feel comfortable and want to work. Employees receive annual job performance evaluations. There was no real driver shortage until recently, when one driver retired and other moved out of state for personal reasons. It can be challenging to retain people who come in from outside of Needles, because many of them (or their families) do not know what to expect from the environment and choose to leave.

Monthly safety meetings are conducted by the contractor's Project Manager, with the regional Safety Training Manager providing training and ride checks on a quarterly basis. Commercial license testing is conducted by the DMV. Personnel policies, including discipline and attendance, are communicated to employees during the onboarding process and are included within the contractor's employee handbook. Random drug-testing is conducted as per Transportation Concepts' drug and alcohol program as required by the FTA. All transit employees receive benefits including vacation; sick time; 401(k); and health, vision, and dental insurance. Benefits information is communicated through the Pay Common payroll portal and email.

Maintenance

All transit vehicle maintenance is provided by the contractor's company-wide staff of 12 maintenance technicians. Transportation Concepts has a maintenance facility in Blythe and staffs a part-time mechanic in Needles. The part-time mechanic handles all minor maintenance requests. Preventive maintenance and other repairs typically require bringing in maintenance staff from Blythe or the Los Angeles region once or twice per month.

Preventive maintenance is tracked using an Excel spreadsheet and Fleetio software, which staff says is very user-friendly. The system features a PMI plotter, which anticipates when PMIs are due based on days and miles. This is monitored through Transportation Concepts' maintenance department in Los Angeles. Records are kept in a book for each vehicle and compliance can be easily evaluated. Preventive maintenance is conducted every 45 days, which reflects the manufacturer's recommended schedule for preventive maintenance. PMIs are planned at least a week ahead, and may be conducted after service ends for the day.

Warranty work is identified and typically provided in a timely manner. Anything that would need heavy equipment (such as transmission, body work, and tires) is sent out. There are a sufficient number of vendors in the area to provide such services.

The City has a small maintenance facility near the transit office and the contractor has a maintenance location in Blythe. For more major repairs (such as those requiring a lift), vehicles are taken to the contractor's facility in Blythe. The City and contractor would like to have a larger maintenance area, wash bay, space to secure vehicles at the facility, and infrastructure to support electrification. Additionally, the City would like to build an additional three-bay garage to store all transit vehicles on-site.

Many of the existing challenges with the fleet are related to extreme heat and older vehicles. A fleet replacement plan will be included in the upcoming SRTP update. The City is looking toward electrification, but is unsure how it will work in the current environment.

There is no current backlog regarding vehicle repairs, though there have been some occasions when they were waiting for parts. There are still some delays in getting parts, but it has improved. The contractor keeps a small parts stock in the maintenance garage. Mechanics that come in to conduct preventive maintenance bring parts with them. There are also several national chain auto parts stores in town that keep things stocked.

The current transit fleet is provided in Exhibit 7.3.

Exhibit 7.3 City of Needles' Transit Fleet

Vehicle Number	Year	Manufacturer/Model	Usage	Seats/ PAX + WC	Mileage
N-7	2012	Elkhart	NAT	18 / 16 + 2	166,673
N-9	2018	Glaval Titan II	NAT	18 / 16 + 2	145,810
N-10	2018	Glaval Titan II	NAT	18 / 16 + 2	120,541
S-3	2002	Ford	DAR	8 / 4+1	75,020
S-4	2008	ElDorado Aerolite	DAR	7 + 2	92,144
S-5	2009	Starcraft Starlite Type I	DAR	7 + 2	98,375
S-6	2019	Arboc Spirit of Independence	DAR	8 / 5 + 2	17,552

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Chapter 8 | Findings and Recommendations

Conclusions

With one exception, Moore & Associates finds the City of Needles to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner.

Findings

Based on discussions with City staff, analysis of program performance, and an audit of program compliance and function, the audit team presents one compliance finding:

1. Use of the TDA definition of Full-Time Equivalent (FTE) employee could not be confirmed.

The audit team identified no functional findings.

Program Recommendations

In completing this Triennial Performance Audit, the auditors submit the following recommendations for the City's public transit program. They are divided into two categories: TDA Program Compliance Recommendations and Functional Recommendations. TDA Program Compliance Recommendations are intended to assist in bringing the operator into compliance with the requirements and standards of the TDA, while Functional Recommendations address issues identified during the audit that are not specific to TDA compliance. Each finding is presented with the elements identified within the 2011 *Government Auditing Standards* as well as one or more recommendations.

Given there are no functional findings, only compliance findings and recommendations are presented below.

Compliance Finding 1: Use of the TDA definition of Full-Time Equivalent (FTE) employee could not be confirmed.

Criteria: The State Controller, for its Transit Operator Financial Transaction Report, utilizes the TDA definition of full-time equivalent (FTE) employee for the reporting of employees. This definition, included as part of PUC 99247, calls for a definition of "employee" as total work hours divided by 2,000. Work hours include all hours worked (including overtime), but not vacation or sick leave hours that, while they may be paid, are not worked.

Condition: Insufficient information was provided during the audit to confirm whether the City is using the TDA definition of FTE. While the Employees reported to the State Controller appeared consistent with the TDA definition, no calculation methodology was provided.

Cause: A lack of understanding of this requirement of the State Controller Report is the most frequent cause of this finding.

Effect: The operator is out of compliance with the TDA and may report erroneous information to the State Controller by failing to use the TDA definition for this metric.

Recommendation: Ensure the TDA definition of full-time equivalent (FTE) employee is used for reporting to the State Controller.

Recommended Action: Ensure both the City and Transportation Concepts document all hours worked related to transit beginning with FY 2022/23. City administrative hours may need to be allocated between fixed-route (general operations) and demand-response (specialized services) based on either actual work performed or a formula based on vehicle service hours by mode. The City's Dial-A-Ride dispatcher hours should be included in the calculation for specialized services. The contractor's hours should include administrative, managerial, driver, and maintenance staff. Ensure the individual(s) completing the reports are aware of how to calculate this data using the TDA definition. An example using hypothetical data is shown below.

Fixed-route		Dial-A-Ride	
City hours	400	City hours	1,025
Contractor – admin hours	2,200	Contractor – admin hours	300
Contractor – driver hours	5,875	Contractor – driver hours	1,250
Contractor – maintenance hours	450	Contractor – maintenance hours	80
Total hours	8,925	Total hours	2,655
FTE (hours/2,000)	4.46	FTE (hours/2,000)	1.33

Since the State Controller Report only accepts whole numbers, the fixed-route FTE (which is on the cusp of 4.5) may be reported as either four or five. The Dial-A-Ride FTE should be reported as one. The calculation methodology should be provided to the TDA Triennial Performance Auditor for each year of the audit period to verify the data reported to the State Controller.

Timeline: FY 2023/24 (for FY 2022/23 reporting).

Anticipated Cost: Negligible.

Management Response: The TDA-defined full-time equivalent (FTE) employee definition was implemented with the State Controller's Reports for FY 2022/23.

Exhibit 8.1 Audit Recommendations

TDA Compliance Recommendations		Importance	Timeline
1	Ensure the TDA definition of full-time equivalent (FTE) employee is used for reporting to the State Controller.	Medium	FY 2023/24



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 27, 2024

TITLE: Authorize Resolution 2024-4 Approving the Participation in the Planning and Capacity Building (Planning) Grant Program

BACKGROUND: The City submitted a pre-application to California Air Resources Board (CARB) to develop an Active Transportation in September 2023; amount 27 other applications. The city was 1 out of 13 selected to submit a full application by November 3, 2023. On November 2, 2023, city submitted an application for \$370,729.67 to develop an Active Transportation Plan. The City of Needles Active Transportation Plan will work with the community to develop much needed projects like **repairing and connecting sidewalks, creating bike lanes, and identifying safe routes to school**. Additionally, the planning process will help encourage and support the community in choosing to walk or bike to their destination.

The city's sub-applicants are Needles Unified School District and St. Vincent De Paul. Funding was incorporated into the application to fund all staff time from the city and the sub-applicants. Also incorporated into the scope and budget are bike rodeo events, e-bike giveaways, focus groups with stipends and gift cards, transportation survey development, and distribution. The following community partners submitted a letter of support for the application and agreed to participate; San Bernardino County Sheriff's Office, Colorado River Medical Center, Tri-State Medical Center, Needles Housing Authority, Needles Area Transit, and Needles Senior Center.

On January 5, 2024, the city was notified that the application submitted was approved and selected for funding. CARB is requesting the enclosed acceptance letter to proceed with the grant agreement. On January 23, 2024, City Council authorized the Mayor to execute an award acceptance letter to CARB.

FISCAL IMPACT: Grant funds are reimbursable, estimated lead time for reimbursement is 30-60 days.

ENVIRONMENTAL IMPACT: The Active Transportation plan will develop a plan for future project planning to reduce greenhouse gas emissions.

RECOMMENDED ACTION: Authorize Resolution 2024-4 Approving the Participation in the Planning and Capacity Building (Planning) Grant Program

SUBMITTED BY: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez Date: 2/22/2024

Other Department Approval (when required): Barbara DiLeo Date: 02/22/24

RESOLUTION NO. 2024-4

RESOLUTION OF THE AUTHORIZING BOARD OF THE CITY OF NEEDLES APPROVING
PARTICIPATION IN THE PLANNING AND CAPACITY BUILDING (PLANNING) GRANT PROGRAM

WHEREAS the City of Needles as Lead Applicant, submitted a grant application on 11/2/2023 to the California Air Resources Board (CARB) Planning and Capacity Building (Planning), Clean Mobility in Schools (CMIS), and the Sustainable Transportation Equity Project (STEP) Request for Applications for the Needles Active Transportation Plan to collaborate with the community to develop much-needed projects like repairing and connecting sidewalks, creating bike lanes, and identifying safe routes to school in Needles, California

WHEREAS, the Authorizing Board of the City of Needles is eligible to receive funding through the Planning Grant Program, a program that is administered by CARB's designated Statewide Planning and Capacity Building Administrator (PCB Administrator); that focuses on increasing transportation equity via funding for planning; and that is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities;

WHEREAS, the City of Needles will comply with the requirements stated in the grant agreement; will accept the grant funds from CARB through the PCB Administrator; and will allocate and authorize the amount of \$370,726.67 that the City of Needles has committed as part of the application to be used as resource contributions for the project;

WHEREAS, the City of Needles will work with the PCB Administrator to amend the grant agreement when and as necessary to adapt to project and community needs and lessons learned during grant implementation;

NOW, THEREFORE, BE IT RESOLVED by the Authorizing Board of City of Needles, that the Executive Director, or designee, may execute the approval of the Planning and Capacity Building Grant Program funds and potential future grant amendments; that the City of Needles shall comply with program requirements; and that the City of Needles shall provide committed resource contributions to the project.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 27th day of February 2024, 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 STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 27, 2024

TITLE: Authorize Route 66 Broadband to Donate Internet Services to the Needles Aquatic Center and Needles Rodeo Grounds

BACKGROUND: The City entered into an agreement with Golden Valley Cable Company, now known as Route 66 Broadband, on April 5, 2018, for internet services. Route 66 Broadband provides internet services to numerous City sites.

Route 66 Broadband has requested to provide donated internet services to the Needles Aquatic Center and Needles Rodeo Grounds. All equipment and services are free to the City and usable by the public. At such time, Route 66 Broadband does not hold the City's internet services agreement; all said equipment will be removed by Route 66 Broadband.

The donated internet services will allow groups such as the Needles Swim Team and Needles Rodeo Association to be able to offer free WIFI at their events.

FISCAL IMPACT: None

**ENVIRONMENTAL
IMPACT:** None

**RECOMMENDED
ACTION:** Authorize Route 66 Broadband to Donate Internet Services to the Needles Aquatic Center and Needles Rodeo Grounds

SUBMITTED BY: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez Date: 2/22/2024
Other Department Approval (when required): _____ Date: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Accept Change Order #1 to the Public Works Agreement with Western Construction Specialists, Inc. for the Jack Smith Park Walking/Biking Trail Improvements Project.

Background: On September 12, 2023, Western Construction Specialist was awarded the Base Bid for the Jack Smith Park Walking/Biking Trail Improvements Project in the amount of \$134,965.30 plus 10% contingency for a total project cost of \$148,462.

Change Order No. 1 in the amount of \$20,650 is to remove and replace approximately 45 L.F. of existing sidewalk to comply with ADA requirements and to construct 5 concrete pads to install City purchased exercise equipment that was not originally included in the contract. This Change Order will increase the total contract amount with Western Construction to \$155,615.30.

Fiscal Impact: The new total contract amount of \$155,615.30 is reimbursable from the grant awarded by the California Department of Parks and Recreation through the 2018 Parks Bond Act per capital program of \$181,116.

Recommended Action: Accept Change Order No. 1 to the Public Works Agreement with Western Construction Specialists, Inc. in the amount of \$20,650 for the Jack Smith Park Walking/Biking Trail Improvements Project for a new total contract amount of \$155,615.30; and authorize staff to execute said Change Order.

Submitted By: Kathy Raasch, Project Manager

City Manager Approval: Patrick J. Martinez Date: 2/22/2024

Other Department Approval (when required): Barbara DiLeo Date: 02/22/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

CITY OF NEEDLES
CHANGE ORDER

PROJECT: Jack Smith Park Walking/Biking Trail

Order No. 1

OWNER: City of Needles

CONTRACTOR: Western Construction Specialists, Inc.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

Description of Changes

Increase Contract Price

- | | |
|--|-------------|
| 1. Remove and replace approx. 45' L.F. of sidewalk for ADA compliance | \$ 6,750.00 |
| 2. Install approx. 700 sq. ft. concrete flatwork (5 pads) for exercise equipment install | \$13,900.00 |

JUSTIFICATION:

- Remove and replace approx. 45' L.F. of sidewalk.
The lump sum amount of \$6,750 shall be compensation in full for all material and labor to remove and replace 45' L.F. of concrete sidewalk to bring it in compliance with ADA slope requirements. Funded by project contingency.
- Install approx. 700 sq. ft. concrete flatwork (5 pads) for exercise equipment install.
The lump sum amount of \$13,900 shall be compensation in full for all material and labor to install approx. 700 S.F. of concrete (5 pads) for City purchased exercise equipment. The original bid included the cost for 2 concrete pads for ADA equipment, however funds available at the end of construction allowed the addition of 5 pads for the remaining equipment. Funded by project contingency and available grant funding.

Original Contract Price	\$134,965.30
Previous Change Order(s) Amount	0.00
Original Contract Price plus previous Change Orders	\$134,965.30
Contract Price Due This Change Order	\$20,650.00
New Contract Price	\$155,615.30

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
35 days	March 15, 2024	N/A

APPROVALS REQUIRED

Requested by: _____ Date: _____
Signature (Project Manager)

Contractor Acceptance: Julie Rosas Date: 02/16/2024
Signature (Contractor)

Approved by: _____ Date: 2/27/24
Signature (City Manager) CC meeting

CHANGE ORDER



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Accept the Needles Bridge #2435 Joint project with the Arizona Department of Transportation (ADOT) as complete (Final) and direct staff to complete the Federal Report of Expenditures and submit to Caltrans Local Assistance.

Background: In 2017, the City Council approved the scope and design work for the rehabilitation of the Needles-Arizona Bridge to be designed and constructed as a joint project with the Arizona Department of Transportation (ADOT). In 2019 the Intergovernmental Agreement between "ADOT" Arizona Department of Transportation and the City was signed.

On July 9, 2019, the City Council adopted a resolution authorizing the City Manager to execute a Program Supplement Agreement with the California Department of Transportation (Caltrans) for federal funding to be utilized for the Needles-Arizona Bridge Deck Rehabilitation project (City share).

In May 2021, the City Council authorized a Project Funding Agreement between the San Bernardino County Transportation Authority (SBCTA) and the City to utilize Measure I funding in the amount \$98,470 to be utilized towards the City match.

In accordance with the combined agreements and funding sources, the project was designed and constructed by ADOT with construction completed in October 2023.

The total cost of the project at completion was calculated at \$3,075,213 with funding sources as follows:

Caltrans/Highway Bridge Program (HBP) - \$1,342,622

ADOT (50%) - \$1,537,607

Measure I - \$98,470

Needles Local Match - \$96,514.

Fiscal Impact: None, this is project acceptance only.

Recommended Action: Accept the Needles Bridge #2435 Joint project with the Arizona Department of Transportation (ADOT) as complete and direct staff to complete the Federal Report of Expenditures and submit to Caltrans Local Assistance.

Submitted By: Kathy Raasch, Project Manager

City Manager Approval: Patrick J Martinez Date: 2/22/2024
Other Department Approval (when required): _____ Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Resolution No. 2014-13 of the City Council of the City of Needles, California Accepting the Purchase and Sale Agreement from the Fort Mojave Indian Tribe for the Sale of a .38 Acre Portion of Surplus City-Owned Properties located on the property described as a vacant parcel, generally located at the northwest corner of Smokestack Road and North K Street, APN 0185-058-14-0000.

Background: In 2021, the city received an official offer from the Fort Mojave Indian Tribe (FMIT) is expressing its intent to acquire a .38-acre section of an unoccupied parcel. This particular area is situated at the Northwest corner of Smokestack Road and North K Street, identified by APN 0185-058-14-0000. The FMIT is keen on acquiring this land due to its historical significance, being part of the traditional territory of the Fort Mojave Indian Tribe.

Fiscal Impact: Approximately \$12,400 in additional funds for the General Fund

Recommendation: Waive the reading and adopt Resolution No. 2014-13 Accepting the Purchase and Sale Agreement from the Fort Mojave Indian Tribe for the Sale of a .38 Acre Portion of Surplus City-Owned Properties located on the property described as a vacant parcel, generally located at the northwest corner of Smokestack Road and North K Street, APN 0185-058-14-0000.

Submitted By: Patrick Martinez, City Manager

City Manager Approval: Patrick J. Martinez

Date: 2/22/2024

Other Department Approval (when required): Barbara DiLeo

Date: 02/22/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

RESOLUTION 2024-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, ACCEPTING THE PURCHASE OFFER FROM THE FORT MOJAVE INDIAN TRIBE FOR A .38 ACRE PORTION OF SURPLUS CITY-OWNED PROPERTIES LOCATED ON THE PROPERTY DESCRIBED AS A VACANT PARCEL, GENERALLY LOCATED AT THE NORTHWEST CORNER OF SMOKESTACK ROAD AND NORTH K STREET, APN 0185-058-14-0000.

WHEREAS, the City of Needles is the owner of the portion of K Street and lots 1 through 4 inclusive in Block 48 of Denair's Subdivision; and

WHEREAS, on October 1, 2021, the City received the attached offer identified as "Exhibit A" from the Fort Mojave Indian Tribe for a .38 Acre portion of K Street and lots 1 through 4 inclusive in Block 48 of Denair's Subdivision; and

WHEREAS, on October 12, 2021, the City Council directed the City Manager during executive session to enter negotiations with the FMIT for the sale of the property identified as "Exhibit B" attached hereto; and

WHEREAS, on July 18, 2022, an appraisal report was prepared for the surplus city-owned parcel and determined the market price for the sale of the .38 Acre portion of K Street and lots 1 through 4 inclusive in Block 48 of Denair's Subdivision to be \$12,400.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby finds and determines that it is in the best interest of the City to sell the city-owned property identified in "Exhibit B" and hereby authorizes the acceptance of the agreement to purchase.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 27th day of February 2024, by the following roll call vote:

AYES: Councilmembers

NOES:

ABSENT:

ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

Exhibit "A"
[FMIT Letterhead]

10-12-21
(h)

October 1, 2021

By email to rdaniels@cityofneedles.com

Rick Daniels, City Manager
City of Needles

**RE: Land Purchase Offer: APN 0185-05-814 adjacent to the Needles Bridge (on
Smokestack Rd.)**

Mr. Daniels,

Please except this as a written offer from the Fort Mojave Indian Tribe for the purchase the real property known as APN 0185-05-814. The Fort Mojave Indian Tribe respectfully offers ten-thousand dollars & zero cents for the above-mentioned real property.

As you can appreciate, this area was part of the traditional land of the Fort Mojave Indian Tribe. We therefore appreciate the City's sincere consideration of this offer. If this amount is acceptable, please advise and feel free to contact our attorney, Verrin Kewenvoyouma, who can assist with any of the transaction documents or details. Thank you.

Sincerely,

Timothy Williams, Chairman
Fort Mojave Indian Tribe

CONFIDENTIAL

cc: Verrin T. Kewenvoyouma, Esq.
David Clifford, Esq.

EXHIBIT "B"
LEGAL DESCRIPTION
GRANT DEED

That portion of "K" Street and Lots 1 through 4 inclusive in Block 48 of Denair's Subdivision, in the City of Needles, County of San Bernardino, State of California as shown by Map recorded in Book 16, Pages 53 and 54 of Maps records of said County, together with that portion of the east 165.00 feet of the northeast one-quarter of said section 30, Township 9 North, Range 23 East, San Bernardino Meridian, according to the United States Government Township Plat described as follows:

Beginning at the northwest corner of said east 165.00 feet of Section 30; thence North 88°30'53" East, 126.15 feet along the northerly line of said Section 30; thence South 24°28'41" West, 13.72 feet to the beginning of a curve concave northwesterly and having a radius of 380.00 feet; thence southwesterly along said curve through a central angle of 9°31'11" a distance of 63.14 feet; thence South 33°59'52" West, 26.24 feet to the beginning of a curve concave northwesterly and having a radius of 30.00 feet; thence southwesterly along said curve through a central of 10°25'08" a distance of 2.74 feet; thence South 44°25'00" West, 22.48 feet to the beginning of a curve concave northwesterly and having a radius of 80.00 feet; thence southwesterly along said curve through a central of 16°47'39" a distance of 23.45 feet; thence South 61°12'39" West, 14.57 feet; thence North 48°26'04" West, 10.53 feet to the beginning of a curve concave northeasterly having a radius of 1000.00 feet; thence northwesterly along said curve through a central of 2°59'48" a distance of 52.30 feet; thence North 45°26'11" West, 116.86 feet to the intersection of the centerline of said "K" street and the northerly line of said section 30; thence North 88°50'33" East, 105.00 feet along the northerly line said Section 30 to the Point of Beginning.

Contains: 0.38 acres

See Exhibit "B" for a plat depicting the above described property.

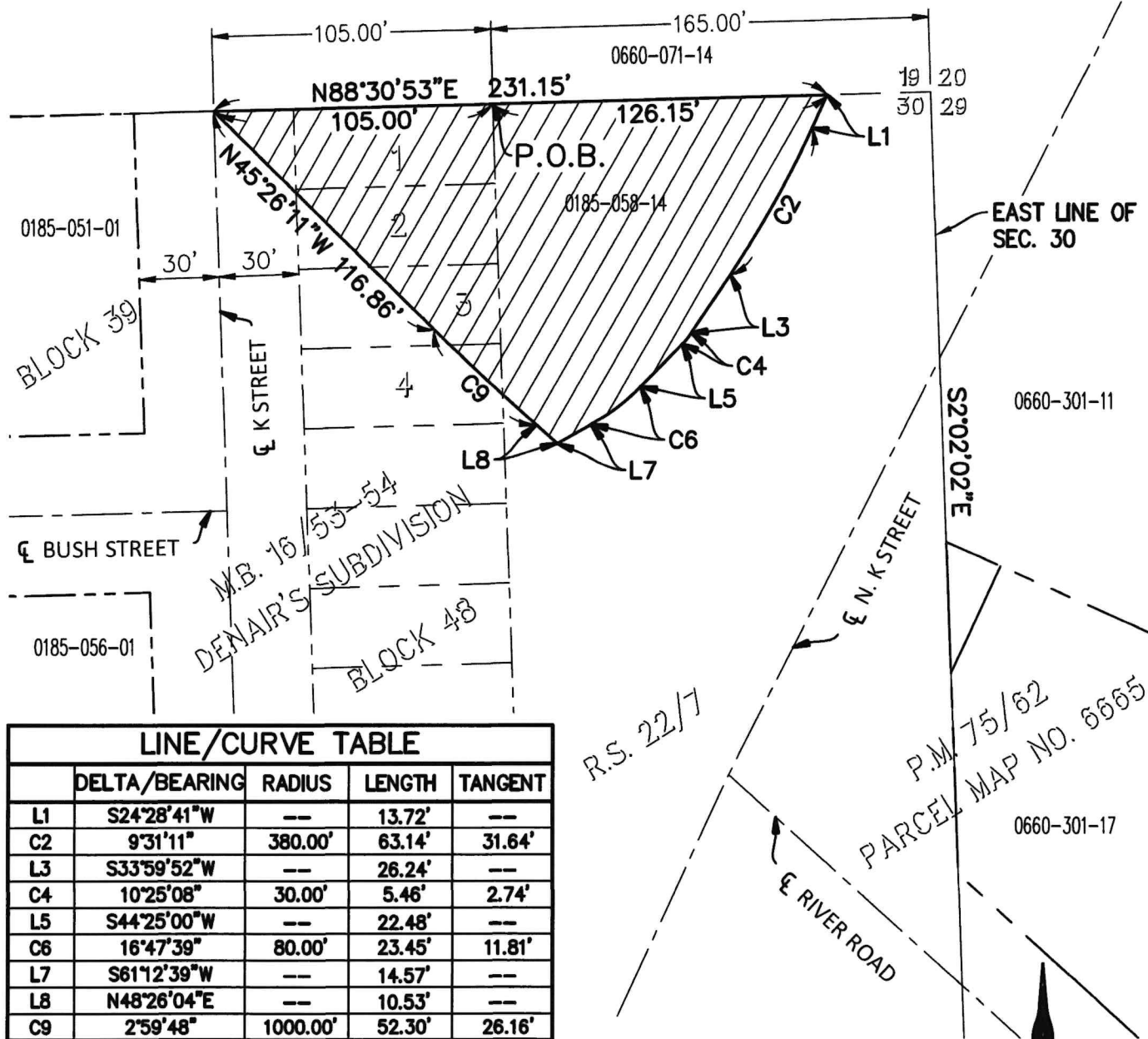
This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Affects: APN 0185-058-14


Ronald A. Musser, L.S. 4230, Exp. 6-30-24

7/22/22
Date





LINE/CURVE TABLE

	DELTA/BEARING	RADIUS	LENGTH	TANGENT
L1	S24°28'41"W	---	13.72'	---
C2	9°31'11"	380.00'	63.14'	31.64'
L3	S33°59'52"W	---	26.24'	---
C4	10°25'08"	30.00'	5.46'	2.74'
L5	S44°25'00"W	---	22.48'	---
C6	16°47'39"	80.00'	23.45'	11.81'
L7	S61°12'39"W	---	14.57'	---
L8	N48°26'04"E	---	10.53'	---
C9	2°59'48"	1000.00'	52.30'	26.16'

LEGEND

- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT LINE
- /// DEED LIMITS (0.38 AC)
- P.O.B. POINT OF BEGINNING



SCALE: 1"=60'

J.N.: 168-04



TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

Ronald A. Musser

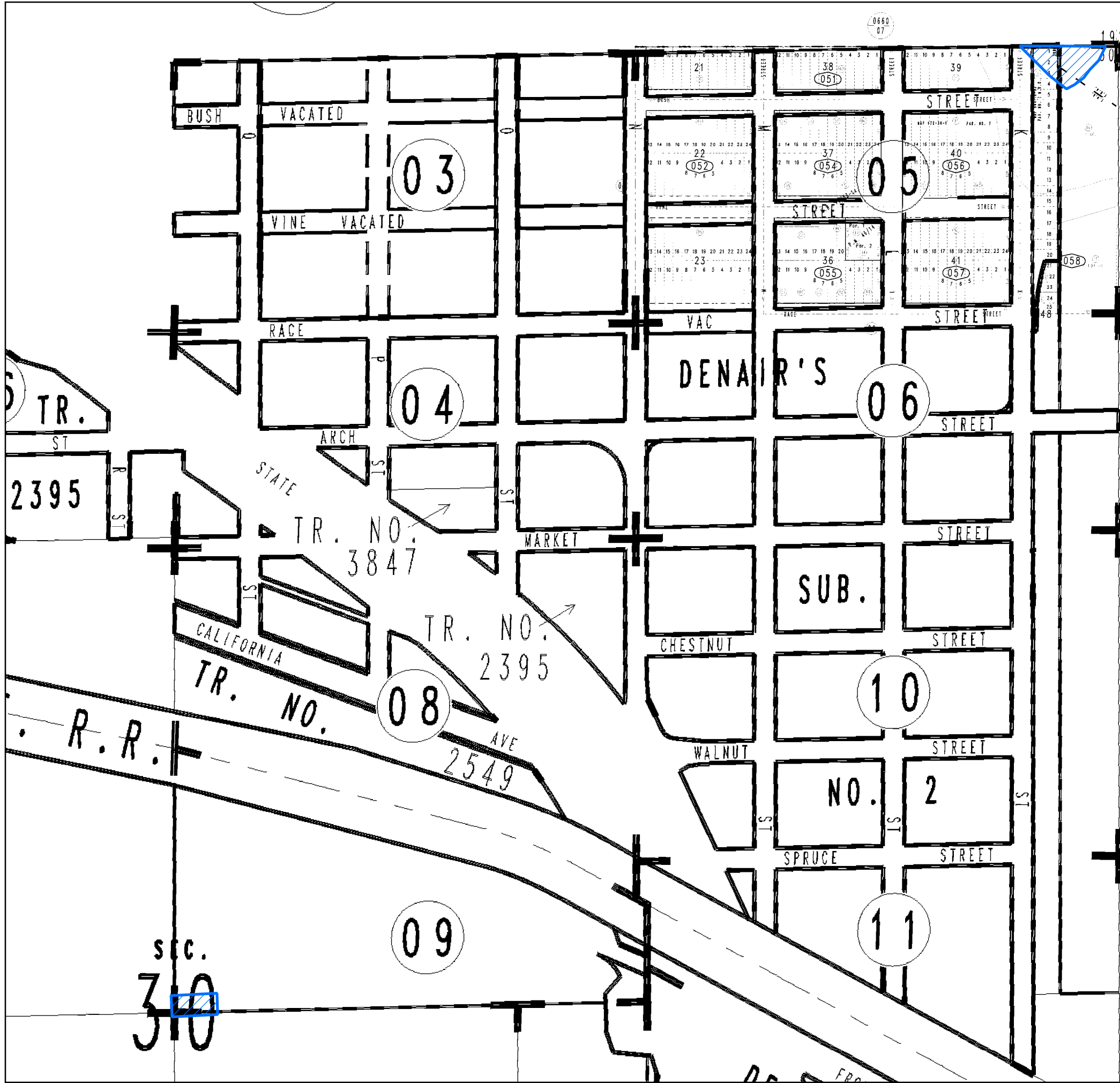
RONALD A. MUSSER L.S. No. 4230



EXHIBIT 'B'

GRANT DEED

APN 0185-058-14




First American
Title Insurance Company

File No.: 6650437

Location: San Bernardino County, CA

Legend

 proposed legal description

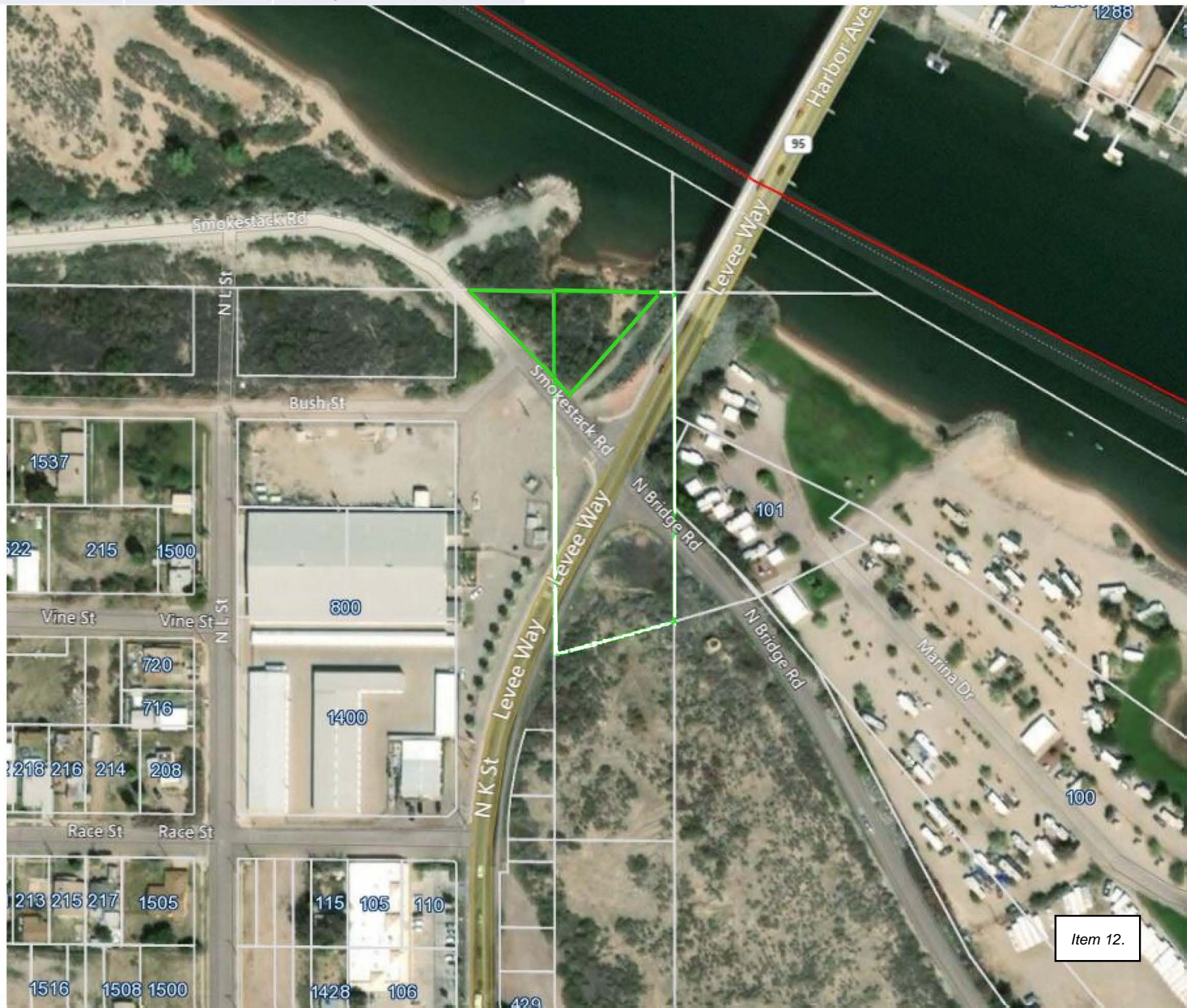


NOT TO SCALE

This map may or may not be an accurate description or identification of the land and is not intended nor may be it relied upon as a survey of the land depicted hereon. This map is solely intended to provide orientation as to the general location of the parcel or parcels depicted herein. First American Title subsidiaries and affiliates, expressly disclaim any and all loss or damage which may result from reliance or use of this map.

Item 12.

APN	Acreage	Feet 2	Location
0185-058-14-0000	.38	16,553	Smokestack Rd and N K Street



Item 12.

PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into effective as of February 27, 2024 (the "Effective Date"), by and between The City of Needles, a charter city ("Seller"), and the Fort Mojave Indian Tribe, a federally recognized Indian tribe, ("Buyer"), for acquisition by Buyer of certain real property hereinafter described.

RECITALS

WHEREAS, Buyer desires to acquire all of Seller's right, interest, and title in and to the real property ("Property") located in the City of Needles, California, and as further identified in **Exhibit "A"** attached hereto and by this reference incorporated herein, as modified in accordance with the provisions of **Section 1.1** herein; and

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

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

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

SECTION 1 PURCHASE AND SALE

1.1 Property; Agreement to Purchase Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property in accordance with the term's, covenants and conditions set forth in this Agreement the legal description of which is contained in **Exhibit "A"**, which is attached hereto and made a part hereof by this reference. The legal description in **Exhibit "A"** is subject to the recordation of a Certificate of Compliance recorded by Seller prior to the closing of the transactions contemplated by this Agreement making the Property a legal lot under the California Subdivision Map Act. Buyer and Seller shall share equally the costs of the preparing and recording the Certificate of Compliance.

1.2 Purchase Price. The purchase price of the Property ("Purchase Price") shall be the amount of Twelve Thousand Four Hundred Dollars (\$12,400.00).

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

1.4 Amount and Deposit of Earnest Money. No later than two (2) business days after the Effective Date, Buyer shall deposit with Escrow, an earnest money deposit in the amount of Six Hundred Twenty Dollars (\$620.00) (hereinafter the "Earnest Money"). The Earnest Money shall be deposited in Escrow

Agent's non-interest-bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) from the Earnest Money shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with **Section 4**.

SECTION 2 ESCROW

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

2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Jill Jackson, Fidelity National Title Agency, Escrow Agent. The closing of Escrow (the "Closing") shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to **Section 5.3**, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement. The date for the Closing ("Closing Date") shall be on the tenth (10th) day after the expiration of the Due Diligence Period and when the Certificate of Compliance has been recorded by City or is ready to be recorded by Escrow Agent.

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

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

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

SECTION 3 INFORMATION SECURED BY SELLER

3.1 Seller Deliverables. Seller shall order from First American Title Insurance Company ("Title Company"), the following:

3.1.1 Preliminary Title Report. A current preliminary title report (the "Title Report") for the Property prepared by First American Title Insurance Company ("Title Company") along with copies of all documents referenced therein. Seller shall provide a copy of the Title Report to the Buyer within ten (10) days of the Effective Date.

3.1.2 Due Diligence Materials. Within ten (10) days after the mutual execution of the purchase agreement, Seller shall deliver the following to Buyer (i) an AIR Property Information Sheet (ii) all applicable disclosures required by law and (iii) all documents, reports, agreements, or other items in its possession or control relating to the Property including, without limitation, any information regarding the presence of Hazardous Materials (collectively, the "Due Diligence Materials").

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.

4.1.2 Title Review; Cure. Buyer will have thirty (30) days from the Effective Date (the "Title Review Period") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("Buyer's Objection Notice"), either:

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

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

(c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be

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

(d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in **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**); and

(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 those matters disclosed in the Survey, if obtained by Buyer; and

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

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

4.2 Buyer's Right to Enter and Inspect the Property. From time to time following the Effective Date and until the expiration of the Due Diligence Period, as defined below, Buyer and/or Buyer's representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections or studies. Buyer's studies may include, but are not limited to, survey, soils and geotechnical reports and Phase I environmental assessment. If the Closing fails to close for any reason not the fault of Seller, Buyer shall transfer all of the forgoing documents to Seller.

4.2.1 Buyer Restoration and Indemnity. Buyer will restore any physical damage to the Property caused by Buyer's Studies, and will indemnify, defend and hold harmless Seller and Seller's public officials, Council Members and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs caused by Buyer's studies 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 (\$1,000,000.00) per occurrence and provide a certificate of insurance showing Seller as an additional insured thereon prior to entering the Property.

4.3 Investigation. Buyer shall have until twenty (20) days following the receipt of the Due Diligence Materials 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 disapproval of the Property. If Buyer disapproves the Property in writing to Seller prior to the expiration of the Due Diligence Period or is deemed to have disapproved the Property by failing to timely deliver written notice of its approval of the Property, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer.

SECTION 5

CLOSING DOCUMENTS; TITLE POLICY

5.1 Seller's Closing Documents. 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 Owner's Affidavit. Title Company's customary Owner's Affidavit executed by Seller.

5.1.6 Certificate of Compliance. Evidence that Seller has recorded Certificate of Compliance making the Property a legal lot under the California Subdivision Map Act.

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

5.2 Buyer's Closing Deliveries. Prior to Close, 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 California 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 by federal wire transfer to Escrow Agent in immediately available funds.

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 Escrow Agent's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those which Seller is obligated to satisfy under this Agreement. In the event that the preliminary title report approved by Buyer during the Due Diligence Period is subject to changes as regards to the exceptions, after the Due Diligence Period and prior to the Closing, Buyer may accept such changes and proceed to close Escrow or it may cancel the transaction and receive a full refund of the Deposit and the parties shall have no further rights or obligation to one another.

SECTION 6 CLOSING THE TRANSACTION

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

6.2 Closing Costs and Prorations.

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

6.2.2 Title Insurance Fees. Seller will pay for the Title Report and the premium for an CLTA 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. Seller will pay the recording fees for recording the Grant Deed, the documentary transfer tax and any City or 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 the period prior to the Closing 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. As a matter of disclosure only, there should be no real property taxes as seller is exempt, but there may be assessments or other obligations that are collected on the tax rolls.

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 free and clear of all tenancies and occupants.

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** or as otherwise provided herein; 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 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 this Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iii) 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 (a) the Closing, in which case the award shall be applied to the Purchase Price due at Closing and paid to Seller, or (b) in the event of termination of this Agreement the award shall be disbursed to Seller.

7.4 Brokerage. Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other Person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement. If any 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 against 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 Representations and Warranties.

7.5.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer the following:

- (a) Seller has the legal right, power and authority to enter into this Agreement and to perform Seller's obligations hereunder.
- (b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms. Neither this Agreement or the consummation of any of the transactions contemplated hereby violated or shall violate any provisions of any agreement or document to which Seller is a party or to which Seller is bound.

7.5.2 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller the following:

- (a) Buyer has the legal right, power and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
- (b) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms. Neither this Agreement or the consummation of any of the transactions contemplated hereby violated or shall violate any provisions of any agreement or document to which Buyer is a party or to which Buyer is bound.

7.5.3 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. Except for Seller's express representations and warranties set forth in this Agreement, 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.

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 FAILURE TO CLOSE THE TRANSACTION HEREUNDER IN DEFAULT OF THIS AGREEMENT, 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 SUCH BUYER'S DEFAULT SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND COLLECTION OF SUCH LIQUIDATED DAMAGES.

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, Buyer may either: (i) seek specific performance of this Agreement (but only in the event that Buyer has deposited the Purchase Price with Escrow and Seller fails to deliver the Grant Deed to the Escrow Agent at the Closing), or (ii) 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 and any other deposits or payments by Buyer to Seller shall be returned to Buyer and the parties shall have no further liability to one another. Notwithstanding the foregoing, in the event Seller is in breach of any of its express representations or warranties set forth herein, which breach is not discovered by Buyer until after the Closing (but subject to the limitations on survival of such representations and warranties set forth herein), Buyer shall have such rights and remedies as are available at law or equity only for a period of one hundred and eighty (180) days after the Closing.

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.

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.

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:

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

John Pinkney, City Attorney
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Buyer shall be sent to:

Fort Mojave Indian Tribe
Attn: Chairman
500 Merriman Avenue
Needles, CA 92363

Notice to Escrow Agent shall be sent to:

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

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

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.

9.13 Governing Law Arbitration and Waiver of Sovereign Immunity. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the United States, and if there is no applicable federal law, then the applicable law of California. The Tribe hereby waives its tribal sovereign immunity from unconsented proceedings in arbitration, but only as described and limited herein. Buyer or Seller may file a demand for arbitration with JAMS for binding arbitration of any claim for the breach of this Agreement according to its rules for commercial disputes. Unless the parties agree otherwise, the arbitration will be before a single arbitrator who shall be a retired state court or federal court judge. Discovery will be allowed consistent with the Federal Rules of Civil Procedure. The arbitrator will control any discovery and the general conduct of the arbitration in accordance with the above rules of JAMS. The arbitrator shall award reasonable attorney's fees to the prevailing party. The arbitration award may be enforced in either the Superior Court of the State of California for the County of Riverside, or the U.S. District Court for the Central District of California as against the Tribe and the Tribe hereby waives its tribal sovereign immunity from unconsented proceedings to allow enforcement of the arbitration award.

Initials: TLW _____

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL APPROVED BY THE VOTE OF CITY OF NEEDLES CITY COUNCIL AT DULY CONVENED REGULAR MEETING AND EXECUTED BY A DULY AUTHORIZED REPRESENTATIVE OF THE CITY.

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

SELLER:

THE CITY OF NEEDLES, a charter city

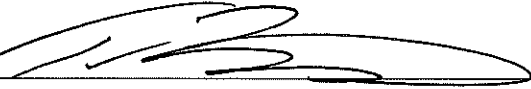
By: _____

Its: _____

Date: _____

BUYER:

FORT MOJAVE INDIAN TRIBE, a federally
recognized Indian tribe.

By: 

ITS: CHAIRMAN

Date: 11/6/23

ATTEST:

Dale Jones
City Clerk

APPROVED AS TO FORM:

SBEMP LLP

John O. Pinkney
City Attorney

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

By: _____

EXHIBIT "A"
LEGAL DESCRIPTION
GRANT DEED

That portion of "K" Street and Lots 1 through 4 inclusive in Block 48 of Denair's Subdivision, in the City of Needles, County of San Bernardino, State of California as shown by Map recorded in Book 16, Pages 53 and 54 of Maps records of said County, together with that portion of the east 165.00 feet of the northeast one-quarter of said section 30, Township 9 North, Range 23 East, San Bernardino Meridian, according to the United States Government Township Plat described as follows:

Beginning at the northwest corner of said east 165.00 feet of Section 30; thence North 88°30'53" East, 126.15 feet along the northerly line of said Section 30; thence South 24°28'41" West, 13.72 feet to the beginning of a curve concave northwesterly and having a radius of 380.00 feet; thence southwesterly along said curve through a central angle of 9°31'11" a distance of 63.14 feet; thence South 33°59'52" West, 26.24 feet to the beginning of a curve concave northwesterly and having a radius of 30.00 feet; thence southwesterly along said curve through a central of 10°25'08" a distance of 2.74 feet; thence South 44°25'00" West, 22.48 feet to the beginning of a curve concave northwesterly and having a radius of 80.00 feet; thence southwesterly along said curve through a central of 16°47'39" a distance of 23.45 feet; thence South 61°12'39" West, 14.57 feet; thence North 48°26'04" West, 10.53 feet to the beginning of a curve concave northeasterly having a radius of 1000.00 feet; thence northwesterly along said curve through a central of 2°59'48" a distance of 52.30 feet; thence North 45°26'11" West, 116.86 feet to the intersection of the centerline of said "K" street and the northerly line of said section 30; thence North 88°50'33" East, 105.00 feet along the northerly line said Section 30 to the Point of Beginning.

Contains: 0.38 acres

See Exhibit "B" for a plat depicting the above described property.

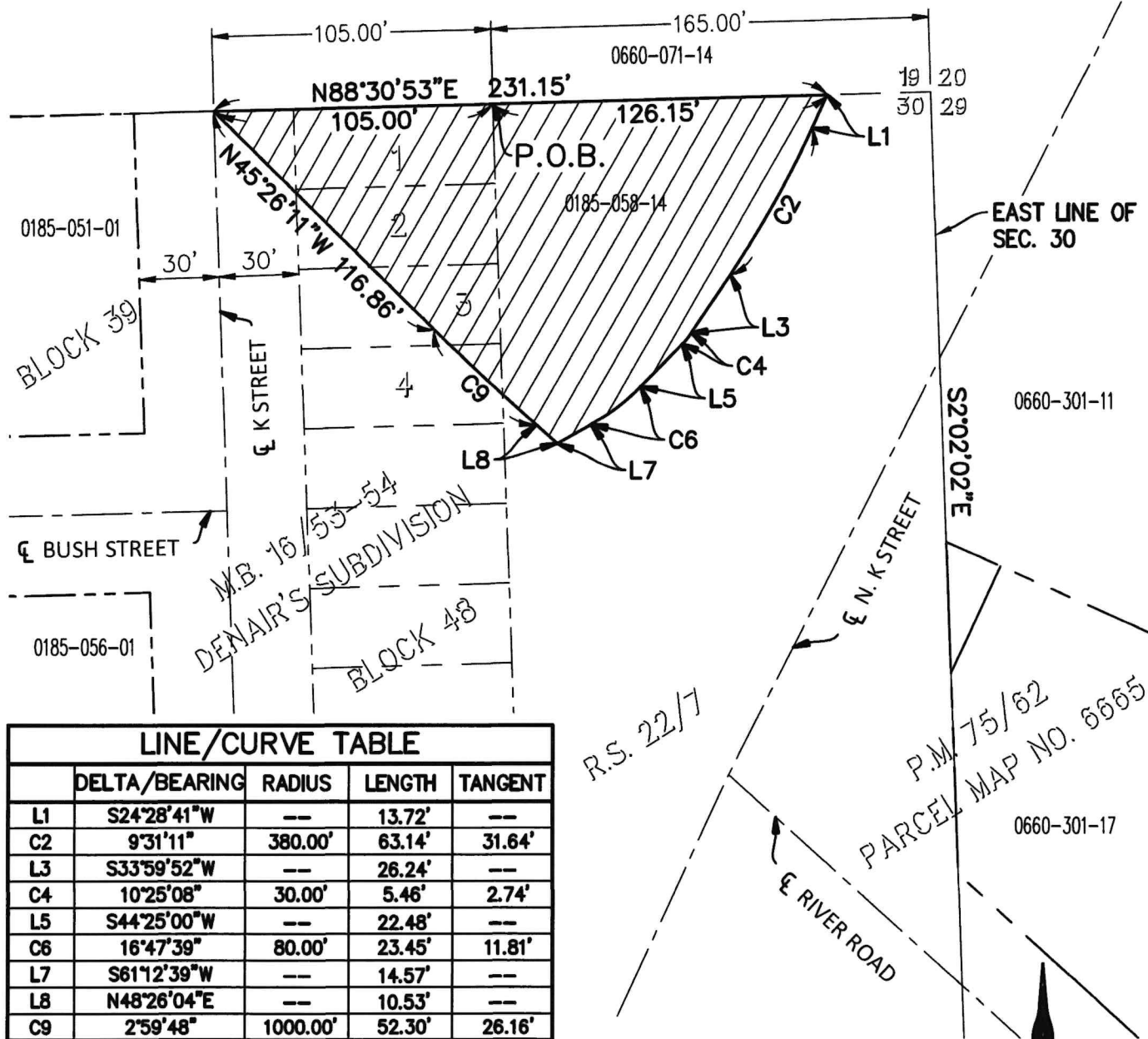
This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Affects: APN 0185-058-14


Ronald A. Musser, L.S. 4230, Exp. 6-30-24

7/22/22
Date





LINE/CURVE TABLE

	DELTA/BEARING	RADIUS	LENGTH	TANGENT
L1	S24°28'41"W	---	13.72'	---
C2	9°31'11"	380.00'	63.14'	31.64'
L3	S33°59'52"W	---	26.24'	---
C4	10°25'08"	30.00'	5.46'	2.74'
L5	S44°25'00"W	---	22.48'	---
C6	16°47'39"	80.00'	23.45'	11.81'
L7	S61°12'39"W	---	14.57'	---
L8	N48°26'04"E	---	10.53'	---
C9	2°59'48"	1000.00'	52.30'	26.16'

LEGEND

- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT LINE
- DEED LIMITS (0.38 AC)
- P.O.B. POINT OF BEGINNING



SCALE: 1"=60'

J.N.: 168-04



TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

Ronald A. Musser

RONALD A. MUSSER L.S. No. 4230



EXHIBIT 'B'

GRANT DEED

APN 0185-058-14



Location: San Bernardino County, CA

Legend



proposed legal description



This map may or may not be an accurate description or identification of the land and is not intended nor may be it relied upon as a survey of the land depicted hereon. This map is solely intended to provide orientation as to the general location of the parcel or parcels depicted herein. First American Title subsidiaries and affiliates, expressly disclaim any and all loss or damage which may result from reliance or use

Item 12.

Item 12

NOT TO SCALE



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Approve Amendment Number 4 to Joint Powers Authority Agreement with the San Bernardino Council of Governments Services including an Increase to the Member Dues by \$3,114. (CITY)

Background: The San Bernardino Council of Governments (SBCOG) is a Joint Powers Authority made up of representatives from 24 cities and towns, as well as the San Bernardino County Board of Supervisors, and is responsible for cooperative regional planning. Since 2018, SBCOG has relied on funds from the Property Assessed Clean Energy / Home Energy Renovation Opportunity program to supplement SBCOG dues and has implemented several programs through its 2018 work plan. Programs from the 2018 work plan include the development and implementation of an Emergency Communication Nurse System, the establishment of a Housing Trust, and various grant research and writing proposals.

At a July 5, 2023, SBCOG Board of Directors meeting, an Ad Hoc Committee was established to discuss expanding the capacity of the Council of Governments (COG) and increasing dues paid by its member agencies to pay for additional service offerings. Since August 2023, the Ad Hoc Committee has met monthly, analyzing programs, services, and budgets of other similar organizations such as the San Gabriel Valley Council of Governments (SGVCOG), Western Riverside Council of Governments (WRCOG), and the Coachella Valley Association of Governments (CVAG). Based on its findings, and the desire to expand COG services, the Ad Hoc Committee recommended increasing the budget from \$658,000 and 1.3 staff to \$1.5 million, 3 staff, and consultant support.

Analysis: To assess member fees, the existing JPA Agreement uses a formula of 50% population / 50% assessed valuation. In addition to the original assessment, the Board approved an additional assessment of \$5,337 per jurisdiction in Fiscal Year (FY) 2015/2016 and another assessment of \$8,000 per jurisdiction in FY 2021/2022 (collectively, "Total Current Assessments"). However, this method is outdated and inequitable to agencies across the region. To update the assessment Page 2 2 1 9 1 method, the Ad Hoc Committee established a baseline increase from \$658,000 to \$1.5 million as a starting point for consideration and evaluated the following three cost allocation scenarios to provide greater funding to the JPA entity in a more equitable manner: • 100% Population • 100% Fund Sales and Property Tax Revenues Received • 50% Population / 50% Fund Sales and Property Tax Revenues Received Ultimately, the Ad Hoc Committee recommended option 3, a 50% Population / 50% General Fund Tax Revenues. Under this assessment (Attachment 2), the total current assessment would be added to the new formula and includes an increase based on the lesser of the Consumer Price Index or 2% annual adjustment to cover the regular increases in costs beginning in FY 2024/2025 and every year thereafter. Further, Amendment Number 4 (Attachment 1) to the Agreement for the Joint Exercise of Powers amends the language on the method by which member agency dues are assessed and provides the Board the authority to adjust the method for assessing member agency dues as



City of Needles, California Request for City Council Action

needed without needing to amend the JPA Agreement. At the January 3, 2024, Board of Directors (Board) meeting, the Board accepted the COG Ad Hoc Committee recommendation for option 3, establishing a new assessment method and increased dues to each agency and approving Amendment Number 4. Following the approval by all member agencies, the new dues will go into effect on July 1, 2024, at the start of FY 2024/2025. Once implemented, the Ad Hoc Committee and the City/County Managers' Technical Advisory Committee will work to identify program and project priorities and amend the approved work plan.

Fiscal Impact: This item has no financial impact on the Fiscal Year 2023/2024 budget; however, if approved, the new assessment will increase the City's dues by an additional \$3,114 for a total new assessment of \$16,721 for FY 2024/2025.

Recommended Action: Approve Amendment Number 4 to the Joint Powers Authority Agreement with San Bernardino Council of Governments Services concerning the method by which member agency dues are assessed and including an increase to member dues by \$3,114 for a total new assessment of \$16,721.

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez Date: 2/22/2024
Other Department Approval (when required): Barbara DiLeo Date: 02/22/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

SBCOG General Assessment Dues & Potential Increase

Jurisdiction	Population 2022	Assessed Value	Base Sales Tax +	Total Current				New	Total Current	New	Total Current
		Fiscal Year	Property Tax	Original	2016	2022	Assessments	Assessment	Assessments +	Assessment	Assessments +
		2022/2023	Revenues (1)	Assessment (2)	Assessment (3)	Assessment (4)	(2)+(3)+(4)	50% Population/ 50% Revenue	New Assessment (5)	50% Population/ 50% Revenue	New Assessment (6)
Adelanto	36,357	\$3,011,709,510	8,290,201	\$1,856	\$5,337	\$8,000	\$15,193	\$5,254	20,447	\$10,379	\$25,572
Apple Valley	75,628	\$7,557,490,866	25,206,081	\$4,166	\$5,337	\$8,000	\$17,503	\$11,818	29,321	\$23,345	\$40,848
Barstow	25,202	\$1,724,738,920	19,590,846	\$1,200	\$5,337	\$8,000	\$14,537	\$5,187	19,724	\$10,247	\$24,784
Big Bear Lake	5,041	\$4,416,276,035	18,299,262	\$1,204	\$5,337	\$8,000	\$14,541	\$2,643	17,184	\$5,221	\$19,762
Chino	91,998	\$17,295,592,739	75,528,060	\$6,985	\$5,337	\$8,000	\$20,322	\$19,384	39,706	\$38,292	\$58,614
Chino Hills	77,964	\$14,639,278,992	32,696,782	\$5,915	\$5,337	\$8,000	\$19,252	\$12,932	32,184	\$25,546	\$44,798
Colton	53,617	\$5,016,940,896	31,398,593	\$2,873	\$5,337	\$8,000	\$16,210	\$9,889	26,099	\$19,534	\$35,744
Fontana	212,809	\$27,019,267,552	108,183,439	\$13,084	\$5,337	\$8,000	\$26,421	\$37,413	63,834	\$73,906	\$100,327
Grand Terrace	13,042	\$1,347,509,349	5,765,052	\$729	\$5,337	\$8,000	\$14,066	\$2,196	16,262	\$4,339	\$18,405
Hesperia	100,324	\$8,075,905,550	23,814,083	\$5,065	\$5,337	\$8,000	\$18,402	\$14,603	33,005	\$28,847	\$47,249
Highland	56,546	\$4,500,367,999	21,881,584	\$2,843	\$5,337	\$8,000	\$16,180	\$9,175	25,355	\$18,124	\$34,304
Loma Linda	25,349	\$2,827,789,573	12,255,309	\$1,466	\$5,337	\$8,000	\$14,803	\$4,386	19,189	\$8,664	\$23,467
Montclair	37,846	\$4,280,071,001	31,424,075	\$2,203	\$5,337	\$8,000	\$15,540	\$8,014	23,554	\$15,830	\$31,370
Needles	4,876	\$495,248,695	8,921,710	\$270	\$5,337	\$8,000	\$13,607	\$1,576	15,183	\$3,114	\$16,721
Ontario	179,516	\$36,223,657,090	243,176,826	\$14,216	\$5,337	\$8,000	\$27,553	\$48,517	76,070	\$95,842	\$123,395
Rancho Cucamonga	174,476	\$32,965,855,079	87,561,737	\$13,287	\$5,337	\$8,000	\$26,624	\$30,547	57,171	\$60,344	\$86,968
Redlands	72,585	\$12,032,086,055	66,216,730	\$5,129	\$5,337	\$8,000	\$18,466	\$16,033	34,499	\$31,673	\$50,139
Rialto	103,954	\$13,115,586,958	111,985,260	\$6,372	\$5,337	\$8,000	\$19,709	\$24,877	44,586	\$49,142	\$68,851
San Bernardino	220,840	\$19,097,789,522	129,701,848	\$11,462	\$5,337	\$8,000	\$24,799	\$40,771	65,570	\$80,540	\$105,339
Twentynine Palms	27,685	\$1,137,526,790	10,674,796	\$1,139	\$5,337	\$8,000	\$14,476	\$4,488	18,964	\$8,865	\$23,341
Upland	79,139	\$11,532,952,948	41,173,743	\$5,217	\$5,337	\$8,000	\$18,554	\$14,018	32,572	\$27,692	\$46,246
Victorville	136,561	\$11,444,656,207	65,149,801	\$7,001	\$5,337	\$8,000	\$20,338	\$23,531	43,869	\$46,484	\$66,822
Yucaipa	54,494	\$5,524,015,696	19,954,046	\$3,020	\$5,337	\$8,000	\$16,357	\$8,715	25,072	\$17,217	\$33,574
Yucca Valley	21,813	\$2,270,934,302	11,976,891	\$1,223	\$5,337	\$8,000	\$14,560	\$3,934	18,494	\$7,771	\$22,331
County	300,003	\$42,962,663,648	1,122,622,000	\$19,598	\$5,330	\$8,000	\$32,928	\$161,029	193,957	\$318,100	\$351,028
	2,187,665	\$290,515,911,972	2,333,448,755	\$137,523	\$133,418	\$200,000	\$470,941	\$520,932	991,873	\$1,029,059	\$1,500,000

NOTES:

- (1) Base sales tax (7.75%) and property tax amounts obtained from financial statements for FY 2022, except for Town of Apple Valley FY 2021 and City of Adelanto FY 2020. Additional local tax is deducted for Barstow, Montclair, Redlands.
- (2) Original assessment based on 50% population and 50% assessed value. Amounts are adjusted every fiscal year.
- (3) In FY2015/2016, the Board of Directors approved an additional \$133,418 every fiscal year for Council of Government (COG) activities.
- (4) In FY2021/2022, the Board of Directors approved additional monetary obligations for COG activities: \$66,675 for FY22-23, \$133,350 for FY23-24, \$200,000 for FY24-25 and escalation every fiscal year thereafter of the lower of CPI for the year or 3%.
- (5) \$991,873 total sum of current assessments plus the net amount of \$520,932 distributed based on 50% Population/50% Revenue.
- (5) \$1.5M total sum of current assessments plus the net amount of \$1,029,059 distributed based on 50% Population/50% Revenue.

This Amendment No. 4 to the Agreement for the Joint Exercise of Powers (“Agreement”) Relative to the San Bernardino Associated Governments is entered into by and between San Bernardino County, a political subdivision of the State of California; the City of Adelanto, a charter city; the Town of Apple Valley, a municipal corporation; the City of Barstow, a municipal corporation; the City of Big Bear Lake, a charter city; the City of Chino, a municipal corporation; the City of Chino Hills, a municipal corporation; the City of Colton, a municipal corporation; the City of Fontana, a municipal corporation; the City of Grand Terrace, a municipal corporation; the City of Hesperia, a municipal corporation; the City of Highland, a municipal corporation; the City of Loma Linda, a charter city; the City of Montclair, a municipal corporation; the City of Needles, a charter city; the City of Ontario, a municipal corporation; the City of Rancho Cucamonga, a municipal corporation; the City of Redlands, a municipal corporation; the City of Rialto, a municipal corporation; the City of San Bernardino, a charter city; the City of Twentynine Palms, a municipal corporation; the City of Upland, a municipal corporation; the City of Victorville, a charter city; the City of Yucaipa, municipal corporation; and the Town of Yucca Valley, a municipal corporation.

RECITALS

1. WHEREAS, each party to the Agreement is a public agency and is authorized to enter into this Amendment No. 4;
2. WHEREAS, each party to the Agreement entered into and executed a Joint Powers Agreement creating an organization (San Bernardino Associated Governments) to explore and study countywide, subregional and regional problems and to effect improved intergovernmental cooperation; and
3. WHEREAS, the parties have previously amended the Agreement three times, the last time being in 1975; and
4. WHEREAS, the parties desire to amend the Agreement to rename the entity formed by the Agreement to be San Bernardino Council of Governments; and
5. WHEREAS, the Agreement’s funding mechanism is outdated, and as such, the parties desire to amend the Agreement to provide greater funding to the joint powers entity in a more equitable manner.

NOW, THEREFORE, the parties hereto agree as follows:

1. The joint powers entity formed by the Agreement shall be known as the San Bernardino Council of Governments (“SBCOG”). All instances of “San Bernardino Associated Governments” in the Agreement are replaced with “San Bernardino Council of Governments.” All instances of “SANBAG” are replaced with “SBCOG.” All instances of “the Association” or “the association” in reference to the joint powers entity are replaced with “the COG.”
2. The article titled “ASSESSMENTS” is removed and replaced in its entirety with the following:

ASSESSMENTS

10. In reviewing the budget, the Board of Directors shall determine what assessments are necessary. Such assessments shall be calculated in accordance with SBCOG policy adopted by the Board of Directors. The policy will identify a particular method or formula specifying how member agency dues shall be assessed, and will also allow for optional, subscription

assessments that member agencies may opt in to on a voluntary basis, based on a Board-adopted budget or budget amendment and a subscription work program.

Each party shall be informed of its estimated assessment by April 1. After the final budget becomes effective, the Board of Directors shall determine the precise amount of the assessment, if any may be necessary, and the parties shall be so informed. Assessments shall be payable on or before August 1 for the fiscal year starting July 1.

In addition to the assessments referenced in the preceding paragraphs, advances from the public funds of the parties hereto may be made for the purposes set forth in this Agreement. When such advances are made, they shall be repaid from the first available funds.

The Board of Directors shall have the power to authorize utilization of personnel, equipment, or property of one or more of the parties to this Agreement in complete or partial satisfaction of such party's obligations to pay assessments or make advances.

All assessments or other monetary obligations hereunder shall be paid to the COG and shall be authorized for expenditure by a majority vote of the Board of Directors in connection with the adoption of the annual budget.”

3. This Amendment No. 4 shall become binding upon each party hereto upon that party's execution.

Signed and attested by the following:

Jurisdiction	Date
City of Adelanto	
City of Apple Valley	
City of Barstow	
City of Big Bear Lake	
City of Chino	
City of Chino Hills	
City of Colton	
City of Fontana	
City of Grand Terrace	
City of Hesperia	

Amended Agreement for the Joint Exercise of PowersRelative to the 01/03/2024
San Bernardino Associated Governments, SANBAG JPA Amendment #4

City of Highland	
City of Loma Linda	
City of Montclair	
City of Needles	
City of Ontario	
City of Rancho Cucamonga	
City of Redlands	
City of Rialto	
City of San Bernardino	
City of Twentynine Palms	
City of Upland	
City of Victorville	
City of Yucaipa	
Town of Yucca Valley	
County of San Bernardino	

Board Adopted: January 3, 2024



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: City Council Resolution No. 2024-12 of the City of Needles Amending Resolution No. 2023-14 to update the salary of the City Treasurer not exceed \$500 per month.

Background: On April 11, 2023, Virginia Tasker was appointed the City Treasurer for the City of Needles. The salary was re-established at the prior rate of \$275 per month. The intent of the then City Manager was for the pay to be \$500 per month and a Personnel Action Form was provided to confirm that.

Fiscal Impact: Increased expense of \$2,700 per year. For FY24 these expenses are already covered by the approved budget.

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2024-12, Amending Resolution No. 2023-14 to update the salary of the City Treasurer not exceed \$500 per month.

Submitted By: Barbara DiLeo, Finance Department

City Manager Approval: Patrick J. Martinez

Date: 2/22/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

RESOLUTION NO. 2024-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA AMENDING RESOLUTION NO. 2023-14 TO UPDATE THE SALARY OF THE CITY TREASURER NOT EXCEED \$500 PER MONTH.

WHEREAS, On August 13, 2013, Resolution 2013-31 established the following duties for the City Treasurer:

- Review and approves all disbursements (warrants) for the City of Needles and the Needles Public Utility Authority and approves the warrant registers.
- Approves the monthly Treasurer's Report, as prepared by the City Finance Department.
- Reviews collection of tax revenue.
- Such other duties as mandated by City of Needles Charter, and/or resolution by City Council.

WHEREAS, On April 11, 2023, Resolution 2023-14 re-established the salary of said officer to be \$275 per month and Virginia Tasker was appointed the City Treasurer.

The intent of the then City Manager was for the pay to be \$500 per month and a Personnel Action Form was provided to confirm that.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California does hereby approve the salary of the City Treasurer to be \$500 per month.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 27th day of February 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney



City of Needles, California Request for Council Action

☒ CITY COUNCIL

☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Cannabis Tax Audits

Background: At the August 30, 2022 City Council meeting HdL Companies was chosen to perform the Cannabis audits for calendar years 2021 and 2022. The cost per audit was \$10,000 for calendar year 2021.

For calendar year 2022, the cost per audit is remaining the same at \$10,000 per audit.

Fiscal Impact: A maximum cost of \$170,000 which includes 16 Cannabis audits and \$10,000 in additional consulting fees. An estimate of \$170,000 was already appropriated in the FY 24 budget.

Recommendation: Approve contract with HdL Companies to perform Cannabis Tax Audits for calendar year 2022 at a cost not to exceed \$170,000.

Submitted By: Barbara DiLeo, Finance Department

City Management Review: Patrick J. Martinez **Date:** 2/22/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

**CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 22th day of February 2024, between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and HdL Companies (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Services.

The City solicited proposals to provide Professional Services for Cannabis Tax Field Audits pursuant to that certain Request for Proposals, which is available at the City Clerk’s office, for 12 Cannabis facilities. (Audits of 3 additional facilities have also been approved.)

2.2 Proposal

Consultant has made a proposal (“Proposal”) to the City dated July 25, 2022 to provide such professional services, which Proposal is available at the City Clerk’s office.

2.3 Consultant.

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform **the services described in Exhibit A** (“Services”). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates Matthew Eaton as Consultant’s professional responsible for overseeing the Services provided by Consultant.

3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding anything to the contrary in this Agreement, this Agreement shall

automatically terminate after 2 years unless extended in writing by the Parties with the approval of the City Council of the City.

- 3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall

perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

- 3.2.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all

necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

4. Indemnification; Insurance.

4.1 Insurance. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and made a part of this Agreement.

4.2 Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

4.3 Indemnity Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same directly arise out of, are a direct consequence of, or are in any way directly attributable to, in whole or in part, the performance of this Agreement by Consultant, including but not limited to officers, agents, employees or subcontractors of Consultant except where the same is caused by negligent or willful misconduct of the City.

4.4 Duty to Defend. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse City for its costs of

defense, including reasonable attorney's fees and costs incurred in the defense of such matters. In the event of any dispute between Consultant and City, as to whether liability arises from the negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

5. Responsibilities of City.

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

5.2 City Representative. The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

6. Fees and Payments.

6.1 Compensation. City agrees to pay per the bid specifications submitted. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed \$170,000.00 without approval by the City Council of City.

6.2 Invoices. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater

than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.

6.3 Payment. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

6.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

6.5 Additional Services. In the event Consultant performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

6.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Accounting Records.

6.7.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. General Provisions.

7.1 Termination of Agreement.

- 7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.
- 7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.
- 7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Vendor: HdL Companies
Attn: Matt Eaton
120 S. State College Blvd #200
Brea, CA 92821
714-879-5000

To City: **City of Needles**
817 Third Street
Needles, CA 92363
Attention: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7.3 Ownership of Materials and Confidentiality.

- 7.3.1 City Ownership. All documents and data ("Documents & Data"), including data on electric, digital or magnetic media, prepared by Consultant under this Agreement shall be the property of the City, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Consultant, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Consultant shall first obtain the written approval of the City Manager.
- 7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

7.5 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

7.6 Governing Law. This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.

7.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.8 City's Right to Employ Other Consultants. The City reserves the right to employ other consultants at any time for any purpose.

7.9 Assignment; Sublease; Transfer. Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

7.13 No Third Party Beneficiaries. The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.15 Improper Payment. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.

7.16 Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct

interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

7.17 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.18 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.20 Attorney Fees. If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

7.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7.22 Contents of Request for Proposal and Proposal. Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

CITY: (City of Needles)

BY: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

TITLE: _____

DATE: _____

CONSULTANT:

BY: _____

DocuSigned by:
Andrew Nickerson
2A8393594812482

TITLE: President/CEO

DATE: 2/22/2024

EXHIBIT A**SCOPE OF SERVICES AND COSTS**

The cost shown does not include any follow-up review of any supplemental documents provided to address or contest any audit findings, nor does it include any assistance with the appeal of any enforcement action by the City or any other subsequent actions. Any costs associated with such additional services would be billed at HdL's hourly rate.

Once under contract, prices shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated
Annual Revenue Audits	\$10,000 per audit
Additional Subject Matter Expertise (Optional)	Hourly rate
Travel (if and as needed for in-person meeting attendance)	Hourly rate ¹
TOTAL NOT TO EXCEED	\$170,000
¹ Or at a flat rate to be determined in consultation with the City.	

EXHIBIT B

Hourly Rates for HdL Staff

The prices in this proposal are based on the hourly rates for HdL staff as shown in the chart below. Any additional services requested by the client that are not specifically described in this proposal would be billed at the standard rate for the assigned staff person

HdL Staff Person	Title	Hourly Rate
Matt Eaton	Director of Compliance	\$300
Mark Lovelace	Senior Policy Advisor	\$300
Elizabeth Eumurian	Audit Manager	\$300
Michelle Shaw	Compliance Inspector	\$235
Teresa Schnieder	Compliance Inspector	\$235
Valerie Carter	Senior Auditor	\$250
Tao Lu	Senior Auditor	\$250
Pamela Davis	Auditor	\$235
Eric Magana	Auditor	\$235
Dante Chegini	Audit Analyst	\$225
Jennifer Erwin	Audit Analyst	\$225
Michael Cimino	Audit Analyst	\$225
Kristi Lervold	Compliance Administrator	\$200
All rates current as of the date of this proposal		

EXHIBIT C

Insurance Requirements

Time for Compliance.

Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

Minimum Requirements.

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- ii. **Automobile liability.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker's Compensation.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Other Provisions or Requirements

- **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant

or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change

results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT A

SCOPE OF SERVICES AND COSTS

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Pamela Davis	Auditor	\$235
Eric Magana	Auditor	\$235
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Jennifer Erwin	Audit Analyst	\$225
Michael Cimino	Audit Analyst	\$225
Kristi Lervold	Compliance Administrator	\$200
All rates current as of the date of this proposal		



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Duke Watkins Park Improvements Project – Construction Update Presentation

Background: The Duke Watkins Park Improvements construction project was awarded by City Council on June 27, 2023. Staff worked with the contractor to get contracts signed and submittals approved by fall of 2023 and to start construction in October.

Staff will present an update of construction activities that are ongoing and due for completion by June of 2024.

Fiscal Impact: None

Recommended

Action: Information Only

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez Date: 2/22/2024

Other Department Approval (when required): _____ Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

Duke Watkins Park Improvements

State of California

Department of Parks and
Recreation

Prop 68 Statewide Park
Development &

Community Revitalization Program

\$3,965,400



Item 16.

Improvements Completed to Date by Separate Contract

- ❑ Ball Field LED Lighting/Electrical Panel - \$657,500
- ❑ Three Pete's Ball Field Shade Structures \$51,529.48
- ❑ Additional Playground Features - \$61,450
- ❑ Pump Track (Substantially Complete) - \$534,716

LED Lights Ball Field Shade Playground Pieces



Pump Track



Park Improvements Project under construction

• Art Walls (near completion)	February
• Splash Pad Equipment Bldg.	February
• Lighting & Electrical	February Thru May
• Fencing (Pump Track)	by March 1
• Prefabricated Restroom	March 4 - 8
• New Sewer	March 4
• BB Court Equipment	April 1 - 5
• Shade Structures	April 1 - 5
• Splash Pad	April 1 – June 14
• Paving (Parking Areas)	April 15-30
• Chain Link Fencing and Gates	May 1 - 31
• Dog Park items	May 15 - 21
• BB Court Surfacing	June 3 – 7
• Landscaping and Finish Site Work	June 3 - 15

Curb, Gutter & Sidewalk Field Reseeding



Equipment Enclosure Expression Walls





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Jack Smith Park Project – Construction Update Presentation

Background: The Jack Smith Park Walking/Biking Trail project consists of the installation of approximately 1300 L. F. of 7' wide concrete walking/biking trail and the installation of seven (7) pieces of exercise equipment along the trail route. Two (2) pieces specifically dedicated for ADA accessibility.

Construction of the walkway started in November 2023 and was complete in approximately 3 weeks. Exercise equipment was purchased by the City and delivered in January 2024. Exercise equipment is scheduled to be installed by the contractor at the beginning of March.

A change order in the amount of \$20,650 for additional concrete work is being brought forward tonight for approval to complete the project. The additional work was to remove and replace 45 L.F. of existing walkway to meet ADA requirements and to include five (5) additional concrete pads for exercise equipment that was not included in the original scope of work. The cost of this change order is reimbursable from the original grant funding of \$181,116.

Staff will provide a short presentation of project status.

Fiscal Impact: None

Recommended Action: Information Only

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez Date: 2/22/2024

Other Department Approval (when required): _____ Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

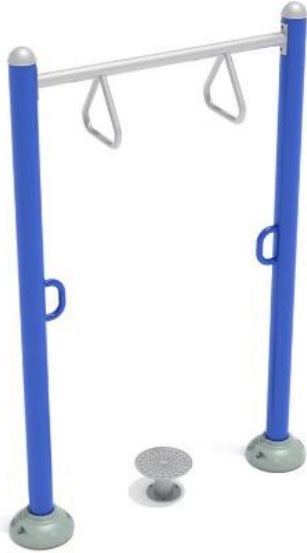
Agenda Item: _____

Jack Smith Walking/Biking Trail



JACK SMITH PARK
WALKING / BIKING TRAIL EXERCISE EQUIPMENT

Single Station Waist Twister



Double Station Dip



Triple Station Inclined Chin-Up Bars



Single Station Sit up Bench



Double Station Chest Press



Double Station Glider



Double Station Leg Press





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 27, 2024

Title: Appoint a Cannabis square foot tax Ad-Hoc Committee

Background: The deadline to place a measure on the November 5, 2024 ballot is June 17, 2024.

Fiscal Impact: None

Environmental Impact: N/A

Recommended Action: Select no more than three council members to serve on a Cannabis Ad-Hoc Committee to research a possible ballot measure to propose a square foot cannabis tax.

Submitted By: Candace Clark, Assistant City Clerk

City Manager Approval: Patrick J. Martinez

Date: 2/22/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: February 16, 2024

1. On January 23, 2024, City Staff faced a significant challenge when the city's only pharmacy announced its closure. This posed a severe concern for the 3,000 Medi-Cal patients (2,300 IEHP Patients) who relied on Rite-Aid for their pharmaceutical needs over the past two years. To provide context, Needles has a population of 5,200, with 33% of the residents over 55 and over half receiving government subsidies.

The City Council took decisive action on January 30, 2024, by formally adopting Resolution No. 2024-7, declaring a Local Emergency in response to the pharmacy closure. This resolution empowers the City Manager to proactively seek essential goods, services, and mutual aid from neighboring local agencies, the County of San Bernardino, and the State of California. The strategic initiative is designed to ensure the swift acquisition of abundant resources to address the immediate emergency, facilitating the procurement of aid and services. This ensures that residents of Needles maintain uninterrupted access to critical medications and essential goods and services.

Through a collaborative effort and a cross-agency initiative, City Staffs successfully worked with the private sector to establish five pharmacies in Arizona that are now accepting Medi-Cal patients, with one that will deliver to Needles. This proactive approach has enabled us to address the needs of our residents swiftly and effectively. You can find further details in the attached press release Exhibit 1.

2. The City of Needles is committed to enhancing its aging street infrastructure through a 15-year Pavement Management Plan funded by the city's cannabis tax revenues. In the fourth year of implementation, the city allocated \$2.2 million for the ongoing fiscal year to fund critical waterline and street improvements, as Exhibit 2, Phase 4 A outlined.

To ensure the timely progress of critical projects, the city actively seeks grants and alternative funding for identified priority initiatives. For example, Congressman Jay Obernolte [CA-08] secured \$757,803 for road and water infrastructure improvements in Needles. Refer to attached Exhibit 3.

Among these, the River Road project has been a focal point, with City Staff diligently applying for grants and exploring alternative funding avenues to expedite its development. City Staff has meticulously estimated the required improvements for River Road, with a projected cost of \$2.4 million. Further details can be found in the attached project scope, Exhibit 4. The city remains dedicated to innovative, strategic investments in its infrastructure to enhance the community's overall well-being.

3. Colorado River Medical Center conducts a Community Health Needs Assessment every three years to ensure they are constantly improving the community's health. CRMC continues to work to understand the community's needs and health issues residents are facing so CRMC can bring in the right services and equipment to serve the Needles population better. CRMC has asked for community input to help in this process of identifying what those needs might be. Refer to the attached flier (Exhibit 5) and complete the [survey](#) by March 1, 2024.
4. City Staff orchestrated a successful auction, employing a sealed bidding process to procure miscellaneous equipment and vehicles, resulting in a noteworthy \$31,343 in funds raised for the City. Various vehicles, including a forklift, pallet jack, and other miscellaneous items, were effectively sold to members of the public during this auction. In adherence to a strategic and fiscally responsible approach, the City intends to conduct annual auctions to divest itself of items that have become obsolete or are no longer deemed helpful to municipal operations. This systematic process ensures ongoing financial prudence and resource optimization for the City.
5. The City Staff is delighted to extend a warm welcome to the latest addition to the City of Needles. On February 9, 2024, the proprietors of the Chevron Gas Station, situated at 2321 Needles Highway, inaugurated 07 Boba (see attached photo Exhibit 6). This exciting establishment presents a diverse menu featuring fruit tea, lattes, Boba Milk Tea, and Thai Tea. Beyond its delightful beverage selection, 07 Boba also offers an array of freshly baked cookies and doughnuts. Further details can be found in the attached flier Exhibit 6, providing comprehensive insights into the offerings and ambiance of this new establishment. The city enthusiastically encourages residents and visitors alike to explore and enjoy the offerings of 07 Boba.
6. City Staff has been responsive to community concerns regarding the inconvenience caused by semi-trucks double parking on Ice Plant Road, impeding sightlines for those exiting the Needles Towne Center. In collaboration with the San Bernardino County Sheriff's Department, a strategic traffic sign has been installed to facilitate enforcement measures on the street. In a proactive move, on February 14, 2024, City Staff undertook to repaint the designated "No Parking Zone" in strict adherence to Ordinance 610-AC, as approved by the City Council in 2018. This measure aims

to improve traffic flow and ensure the safety of motorists navigating the area. For a comprehensive understanding of these initiatives, please refer to Exhibit 7. The City remains committed to addressing community concerns and enhancing its residents' overall quality of life.

7. On February 14, 2024, City Staff was notified by the Chamber of Commerce that there had been a leadership change. Board president Mark Orr has resigned from his position after two years of dedication and hard work. Effective February 15, 2024, the Board of Directors appointed Karrie Brazaski as interim Board President. Karrie is the COO/Partner of AIRzona Comfort Solutions. If you want to learn more about becoming a member or volunteering, please get in touch with Wayne Colburn at the chamber office by calling 760-326-2050 or info@needleschamber.com. Refer to attached press release for additional information Exhibit 8.
8. City Officials and staff engaged in an insightful tour of a cultivation and retail facility, aiming to deepen their understanding of the intricacies within the flourishing cannabis industry in Needles. This sector has played a pivotal role in creating over 500 jobs, contributing significantly to the local economy. For a visual representation of the tour, please refer to the attached images Exhibit 9.

Presently, the City of Needles takes pride in hosting a robust \$40 million cannabis sector, featuring 34 operational businesses spread across 269,981 square feet. This dynamic landscape includes a Consumption Lounge, three Manufacturing Facilities, seven Cannabis Retail Businesses, five Distribution Facilities, and eighteen Cultivation Facilities.

The City maintains a steadfast commitment to fostering a thriving and well-regulated cannabis industry that not only contributes economically but also enhances the social fabric of the community.

9. The City of Needles proudly announces the successful installation of its first solar streetlight on Safari Drive, a milestone in sustainable technology. This cutting-edge lighting adheres to industry standards, contributing to the city's energy resilience and environmental goals. Additionally, a damaged streetlight on Lillyhill was swiftly replaced, ensuring ongoing safety and visibility through a thorough assessment and compliance with regulations. For any streetlight outage reports, the public can engage by reaching out to the City of Needles billing office at 760-326-2115 press #9 or leveraging the convenient Needles Connect app, available for download on both Android and Apple products. See attached images Exhibit 10.
10. Upon receiving community complaints about the state of the fence at Pioneer Cemetery, City Staff took immediate action. On February 9, 2024, a contract was secured with Cal Zone Fence Co. to address and permanently rectify the concerns raised. We are pleased to report that the fence at Pioneer Cemetery has been successfully repaired, ensuring its longevity and overall improvement. The City remains committed to promptly addressing community concerns and maintaining the quality of our public spaces. Refer attached Exhibit 11 for details.

11. The City of Needles Recreation Programs offers the public to rent various city-owned facilities for private events. Available facilities for rental include:
- Aquatics Center
 - El Garces
 - Recreation Center
 - Golf Course
 - City Parks
 - Softball and Baseball Fields

A rental fee is applicable for these facilities. For those interested in renting a City-owned facility, please get in touch with Jennifer Valenzuela at 760-326-2814 or jvalenzuela@cityofneedles.com. Any issues or incidents at the mentioned locations should be reported to Jennifer Valenzuela for prompt resolution. Your cooperation ensures a smooth and enjoyable experience for all users of our facilities.

12. On February 9, 2024, City Staff acted promptly to address and restore the restroom facilities at the Needles Recreation Center. The collaboration among various Departments successfully repaired the damage caused by tree roots to the facility's lines. Subsequently, the bathroom and kitchen are fully restored to operational status. This swift response ensures the continued functionality and convenience for all visitors to the Needles Recreation Center. Refer to the attached images.
13. Thrilling advancements are in progress at Bob Belt's Beach Park (First and Second Beach) and Duke Watkins Park, both funded entirely by grants totaling \$6.1 million. These funds are dedicated to ushering in transformative park improvements for the City of Needles. Refer to the attached image for details, showcasing the innovative new walking path at Bob Belt's Beach Park and the enhanced curb and sidewalk infrastructure at Duke Watkins Pump Track. These developments reflect our commitment to creating vibrant and accessible spaces for the community.



PRESS RELEASE

City of Needles

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

Mayor Janet Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
City Manager Patrick Martinez

NEWS RELEASE

FOR IMMEDIATE RELEASE
February 12, 2024

Contact: Rainie Torrance
Emergency Response Coordinator
760-326-5700 Ext. 140
rtorrance@cityofneedles.com

Rite Aid Pharmacy Closure Update #3

Needles Community – Needles Community – Rite Aid has officially transferred ALL prescriptions to CVS Fort Mohave, situated at 4744 S. Highway 95, AZ 86426. For any inquiries, please contact CVS Fort Mohave directly at (928) 763-6822. We understand the impact this may have on the community, and we appreciate your understanding during this transition period.

Where can I fill my prescriptions?

CVS

4744 S Highway 95
Fort Mohave, AZ 86426
(928) 763-6822

Medi-Cal Enrolled

Safeway

4823 S Highway 95
Fort Mohave, AZ 86426
(928) 704-4433

Medi-Cal Enrolled

CVS 24-hour

2350 Miracle Mile
Bullhead City, AZ 86442
(928) 758-2212

Medi-Cal Enrolled

Riverside Pharmacy

2410 Highway 95
Bullhead City, AZ 86442
(928) 219-4700

Medi-Cal Enrolled

DeeFlat Pharmacy

2580 Highway 95
Bullhead City, AZ 86442
(928)299-5070

Medi-Cal Enrolled

Not Enrolled in IEHP Dual or IEHP Covered

NEW

DeeFlat Pharmacy now offers FREE home delivery every Wednesday.

Be sure to call the pharmacy before going to pick up your prescriptions. The pharmacy will verify over the phone that they have your medication in stock, and your refills are available to be picked up. For residents with specific insurance requirements, Safeway, CVS, DeeFlat Pharmacy, and Riverside Pharmacy are confirmed to be enrolled with Medi-Cal. Be sure to verify their operating hours and explore any additional services they may provide.

As more pharmacies get approved, we will furnish you with additional information to further assist you. Thank you for your understanding during this transitional period, and we are committed to keeping you informed about available healthcare options in the community.

What resources are available for transportation from Needles to a pharmacy in Arizona?

Dial-a-Ride (DAR) Medical Transport:

Fare: \$6.00 (round-trip) from Needles Senior Center up to Safeway/CVS/Smiths, Fort Mohave, AZ or \$12.00 (round-trip) up to Laughlin Bridge in Bullhead City, AZ
Days: Tuesday/Thursday
Reservation and prepayment are required no later than 11am the day prior to the scheduled trip and, as seats are limited, all trips are on a first come first served basis.
There are no discounted or free fares on this service, the fare applies to all passengers.

DAR Shopper Shuttle:

Fare: \$9.00 (round-trip) from El Garces (leaves the parking lot at 8:15am) to Walmart, CVS, Smiths, and Safeway in Fort Mohave, AZ
Day: Wednesday
Reservation and prepayment is required no later than 11am the day prior to the scheduled trip and, as seats are limited, all trips are on a first come first served basis.
There are no discounted or free fares on this service, the fare applies to all passengers.
Call the Senior Center at (760) 326-4789 to schedule your reservation for the Medical Transport or Shopper Shuttle.

Additional information can be found on the City of Needles website www.cityofneedles.com.

What resources are available?

Please call Medi-Cal Rx at 1-800-977-2273 (TTY 1-800-977-2273) for questions about your Medi-Cal pharmacy benefit. A Medi-Cal Pharmacy can be located on the [Medi-Cal Rx website](#).

Medi-Cal Rx Bulletin – [Rite Aid Closure in Needles, CA](#)

- IEHP DualChoice (Medicare/Medi-Cal)
 - 1-877-273-IEHP (4347)
 - TTY: 1-800-718-IEHP (4347)
- IEHP Covered (Covered California)
 - 1-877-433-IEHP (4347)
 - TTY: 711

Mail order pharmacy services are also available for IEHP Dual Choice and IEHP Covered members. SortPak pharmacy is an IEHP network mail order pharmacy. Starting February 6, 2024, prescriptions can be transferred by contacting SortPak Pharmacy at (877) 570-7787 and ask them to contact the CVS Pharmacy in Fort Mohave at (928) 763-6822.

Department of Behavioral Health – www.sbcounty.gov/dbh/

- Access Unit (Behavioral Health Helpline) - (888) 743-1478 (24 hours/365 days)
- Screening Assessment and Referral Center (Substance Use Disorder Helpline) - (800) 968-2636 (24 hours/365 days)
- Crisis Contact Center - Community Crisis Response Teams - (800) 398-0018 or text (909) 420-0560 (24 hours/365 days)
- Needles Behavioral Health Clinic – (760) 326-9313

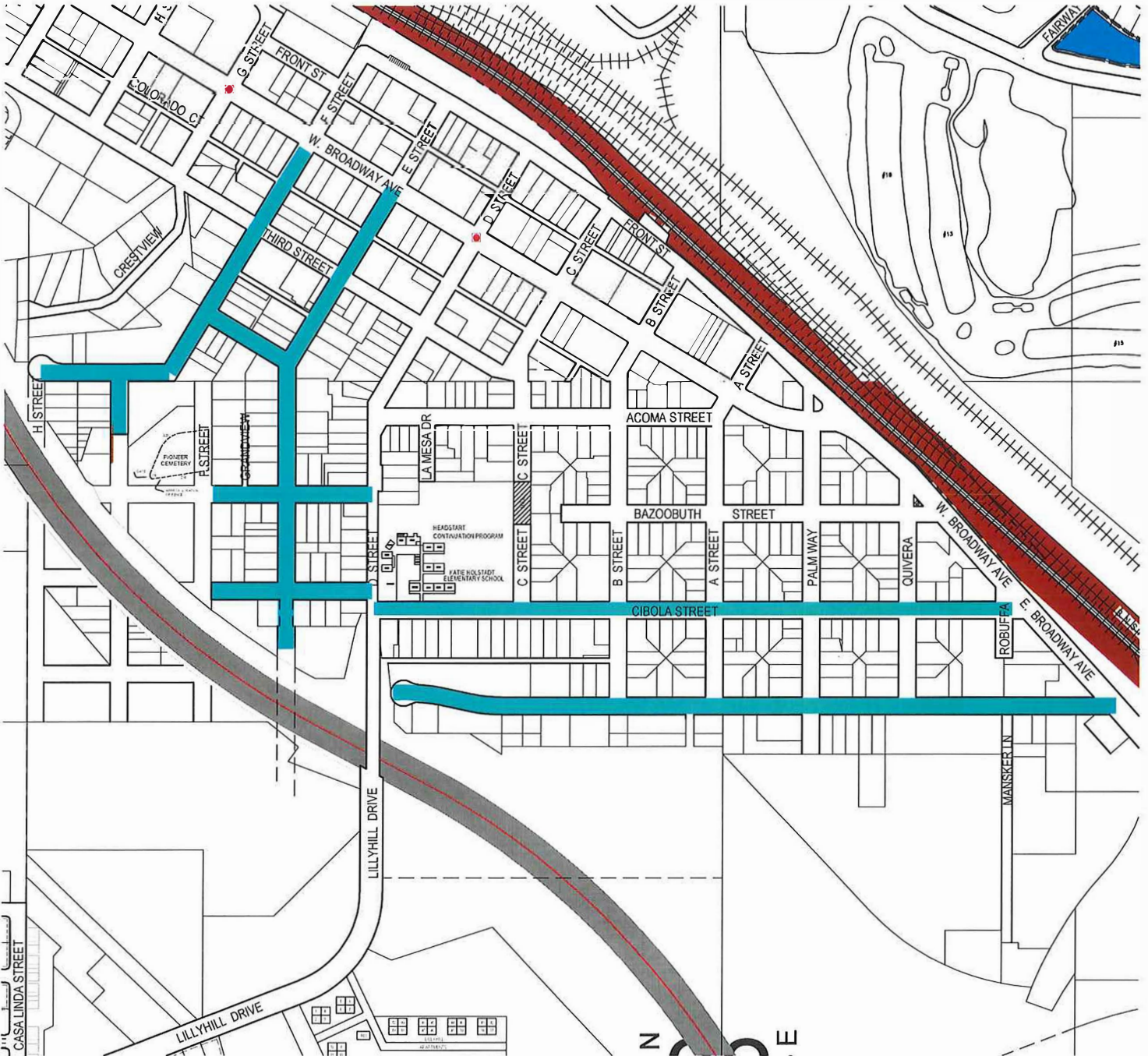
Department of Aging and Adult Services-Public Guardian – hss.sbcounty.gov/daas/

- Senior Information and Assistance - (800) 510-2020
(Non-emergency response, Monday-Friday 7 a.m. – 5 p.m.)
- Adult Protective Services - (877) 565-2020 (24-hour Hotline)
- Needles DAAS-PG Office - (760) 326-9328 (Monday-Friday 7 a.m. – 5 p.m.)

For press release information from the City of Needles, download the citizen engagement mobile app named Needles Connect in the [Apple App](#) or [Google Play Store](#) or visit www.cityofneedles.com

2. Street Improvements & Water Service Replacement

PHASE 4 A



DOWNTOWN AREA

DESOTO STREET	(D Street to W. Broadway Ave)
CIBOLA STREET	(D Street to W. Broadway Ave)
F STREET / ARMY RD	(Broadway Ave to Interstate 40)
E STREET	(Broadway Ave to Interstate 40)
DOWNEY AVE	(D Street to F Street)
VALLEY AVE	(D Street to F Street)
FOURTH STREET	(F Street to E Street)
G STREET	(@ Army Rd)

LEGEND

 PHASE 4A - PAVING IMPROVEMENTS
Including Water Services

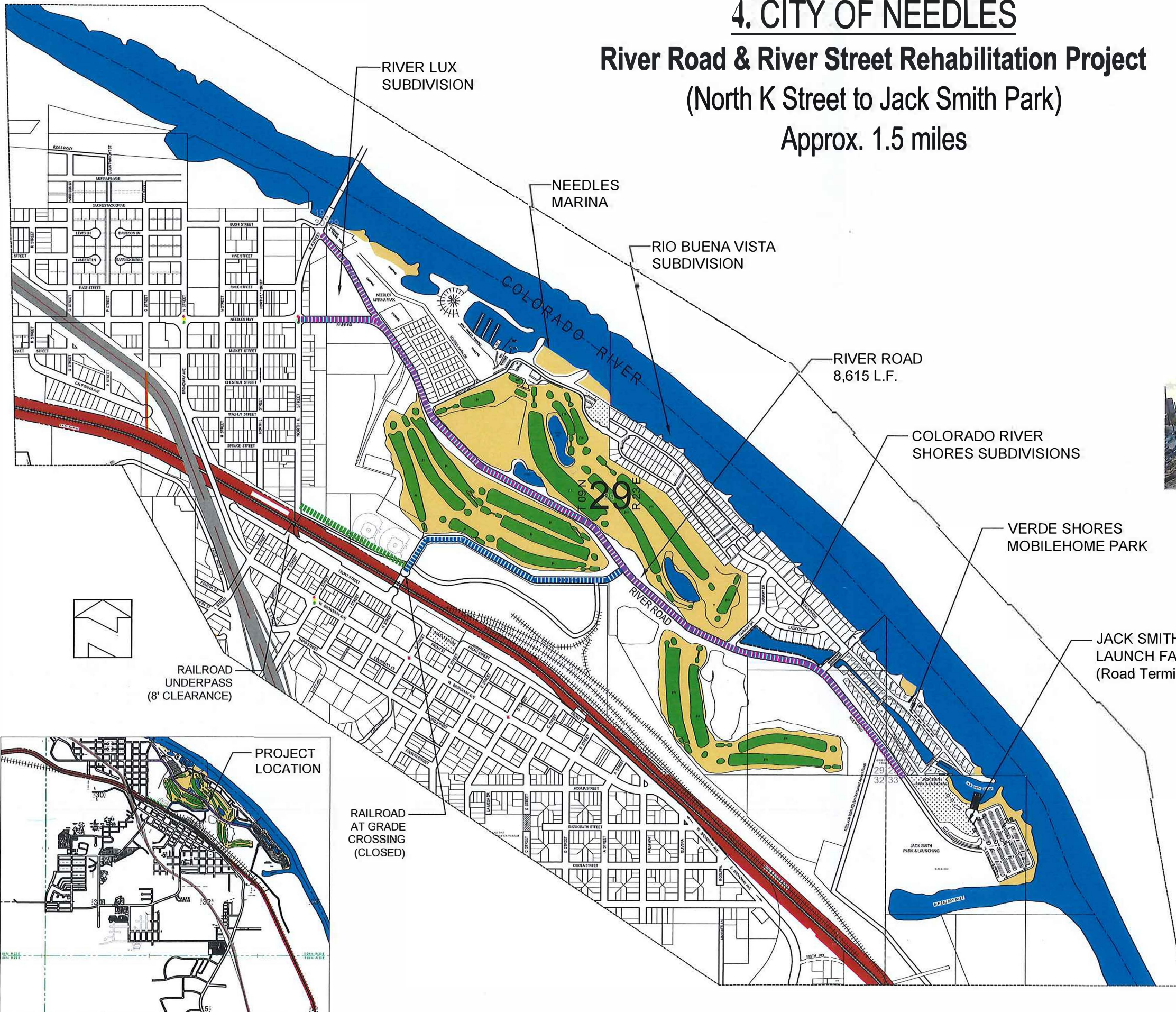
Item 20.

4. CITY OF NEEDLES

River Road & River Street Rehabilitation Project

(North K Street to Jack Smith Park)

Approx. 1.5 miles



EXISTING ROAD

- 2 lane roadway built on a dike
- Located between the Colorado River and rail road tracks
- Provides one entrance access to approx. 463 residents, 2 beaches, 2 parks, 3 ball fields, 1 municipal golf course & launch ramps
- Single paved access to Needles Residents & City amenities

CONDITION

- 30 year old pavement cracking, raveling, edges breaking off
- Golf street crossings need enhancement.
- Widening required for fire access
- Minimal utility work
- No ROW needed
- Priority for Needles for safety of the public and maintaining services to our residents.

COSTS:

- River Road Rehabilitation \$1,600,000
- Golf Course Crossings \$300,000
- River Street (2nd paved access) \$500,000



5. CRMC SURVEY

At CRMC, our goal is clear: to provide the highest quality healthcare tailored to the needs of our community. But we can't fulfill this goal without YOU.

Your feedback is invaluable in helping us enhance our services and ensure they meet your expectations. Together, we can continue to improve and innovate, delivering the care you deserve.

Please take a moment to scan the QR code and complete our survey. Your feedback will directly influence what we will be working on over the next 3 years.

Thank you for entrusting us with your care and for helping us serve you better. Together, we're building a healthier community.



URL: [Click Here](#)

If you do not have access to the internet you can fill out a paper version at the hospital

6. 07 BOBA GRAND OPENING



GRAND OPENING



2321 Needles Hwy, Needles CA 92363
(760) 393-7123

Item 20.

(760) 393-7123

07
Boba

2321 Needles Hwy



Extra Topping
75¢

PRICING

16OZ

\$5.79

24OZ

\$6.99

Drink Menu

JASMINE GREEN TEA (FRUIT TEA)

Single Flavors

Mango
Strawberry
Passion Fruit
Peach
Dragon Fruit
Lychee

Specialty

Tropical Fusion
(Mango - Strawberry - Passion Fruit)

Dragon Peach
(Peach - Dragon Fruit)



LATTES

Tiger Brown Sugar
Strawberry



MILK TEA DRINKS

Assam Milk Tea
Jasmine Milk Tea
Black Tiger Sugar Tea
Strawberry Milk Tea
Taro Milk Tea (Dairy Free)
Matcha Milk Tea (Dairy Free)



OTHER TEA DRINKS

Thai Tea

Item 20.

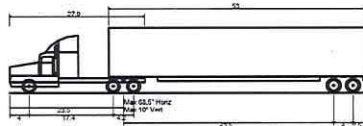
7. ICE PLANT ROAD REPAINTING



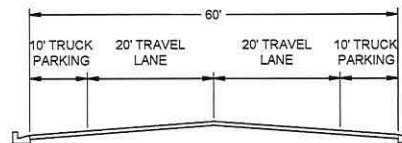
ASSUMPTIONS:

1. STANDARD AASHTO WB-67 SEMI TRUCK (8.5' WIDE BY 73.5' LONG). SEE DETAIL AT RIGHT.
2. TRUCK PARKING STALL DIMENSIONS:
WIDTH: 12' (10' ASPHALT PLUS 2' OF GUTTER)
LENGTH: 75'
3. DESIGN SPEEDS FOR SIGHT DISTANCE CALCULATIONS
PER AASHTO GREEN BOOK SECTION 9.5:
BROADWAY ST: 35 MPH
ICE PLANT RD: 10 MPH

DESIGN VEHICLE DATA:

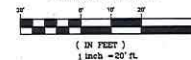


WB-67 - Interstate Semi-Trailer
Overall Length 73.50ft
Overall Width 8.50ft
Overall Body Height 13.50ft
Min Body Ground Clearance 1.33ft
Max Track Width 8.50ft
Lock-to-lock time 8.00s
Max Steering Angle (Virtual) 28.40°



SECTION A-A

GRAPHIC SCALE



LEGEND:

- PAINTED RED CURB
- SOLID WHITE STRIPING
- SOLID YELLOW STRIPING
- TRUCK EDGE PATH
- SIGHT TRIANGLE

NOTES:

1. AERIAL IMAGERY AND DATA HAVE BEEN SCALED FROM GOOGLE EARTH. THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY.

WARNING
CALL BLUE STAKES



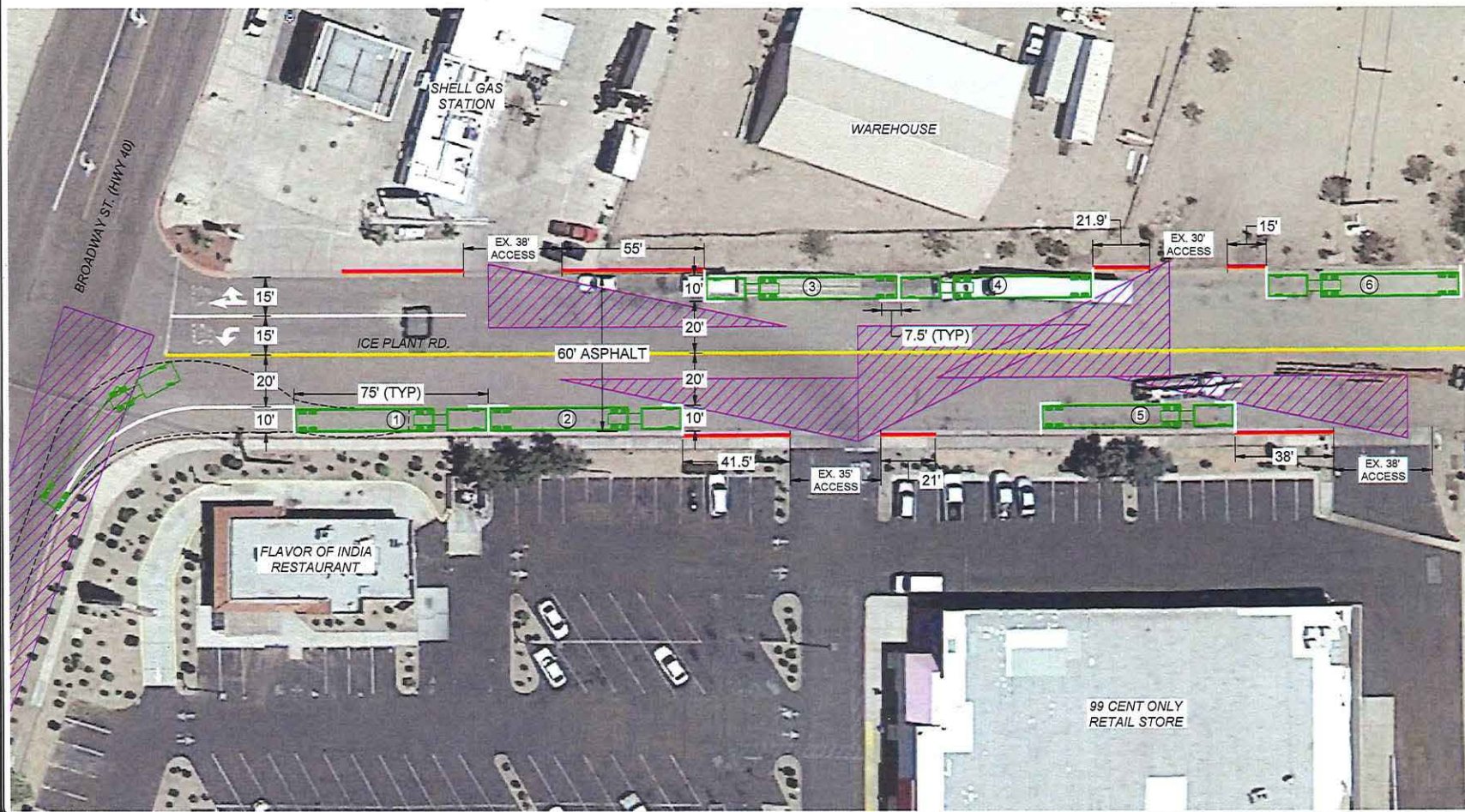
REVISIONS	
1	
DRAWN	ATM
DESIGNED	ATM
REVIEWED	DID
PROJECT #	

SCALE 1" = 20'	
(24" x 36" SHEET)	

PROJECT NAME
ICE PLANT ROAD
SEMI PARKING

SHEET TITLE
STRIPING PLAN
(10 MPH)

PLAN SET	SHEET
CONCEPT	1 OF 1



8. LEADERSHIP CHANGE



Board president, Mark Orr, has resigned his position after two years of dedication and hard work. The board is grateful for his strength, leadership, and guidance to the chamber of commerce, and the Needles community. We wish him great success in his future endeavors.




Effective February 15, 2024, the Board of Directors appointed Karrie Brazaski, as interim Board President. Karrie is a fractional COO/Partner of AIRzona Comfort Solutions, a leading heating/air company in our tristate area. Brazaski, brings a collaborative expertise of over 20 years in directing, management, executive coaching, training, and burnout recovery as owner of Redwood Executive Coaching.



The Needles Chamber will continue to be a champion for a strong and vibrant community while creating opportunities for businesses to connect, grow and be successful.

If you would like to learn more about becoming a member, or volunteering, please reach out to Wayne Colburn, at the chamber office by calling 760-326-2050 Cell 760-903-3939 or emailing: info@needleschamber.com

Getting involved with a Chamber of Commerce in your community can offer significant benefits to you, including making new friends, contacts, and potentially gaining new customers for a successful business outcome.

	<p>Wayne Colburn</p> <p>Needles Chamber Administrator.</p> <p>Phone 760-326-2050 Cell 760-903-3939</p> <p>Email info@needleschamber.com</p> <p>950 Front St Suite A 9-11, Needles CA 92363</p> <div data-bbox="479 1858 625 1942"></div>
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9. CANNABIS TOUR



10. SOLAR STREETLIGHT AND REPAIR LILLYHILL



Item 20.

11. PIONEER CEMETERY FENCE



12. NEEDLES RECREATION CENTER



13. DUKE WATKINS PARK IMPROVEMENT



13. BOB BELT'S BEACH PARK IMPROVEMENT UPDATE

