(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 EL GARCES – 950 FRONT STREET, NEEDLES

TUESDAY, DECEMBER 10, 2024 CITY COUNCIL MEETING – 6:00 PM

THE 5:00 PM EXECUTIVE SESSION PORTION OF THE MEETING HAS BEEN MOVED TO THE END OF THE REGULAR CITY COUNCIL MEETING

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

<u>TO JOIN THE LIVE TEAMS MEETING:</u> log into the City of Needles website at www.cityofneedles.com to access the agenda and <u>Click Here to Join the Meeting</u>

If asked, enter the following: Meeting ID: 560 727 654# OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 560 727 654# The meetings are being recorded.

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

Oath of Office

Mayor Jernigan will give the Oath of Office to Interim City Clerk Candace Clark

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

PRESENTATION

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

<u>1.</u> Mojave Desert Air Quality Management District presentation by Jorge Camacho

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

PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS

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

NPUA / COUNCIL CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and will be enacted by one

motion in the form listed. The Mayor or any member of the NPUA / City Council may pull an item from the Consent Calendar for discussion. Prior to NPUA / Council action, a member of the public may address the NPUA / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. RECOMMENDED ACTION: Approve Items 2 through 6 on the Consent Calendar by affirmative roll call vote (ACT)

- 2. Authorize a Joint Use of Poles between the City of Needles and the Fort Mojave Indian Tribe Telecommunications Inc. for Eagle Pass Road and Needles Highway
- 3. Adopt the City of Needles Renewable Energy Resources Procurement Plan dated December 11, 2024
- 4. Authorize the City Manager to execute the Parker-Davis Voluntary Reduction Agreement
- 5. Accept the annual report to the California Energy Commission Power Content Label for the year ending December 31, 2023
- 6. Accept Change Order #2 to the Design-Build Contract with Pacific Hydrotech Corporation for the Well 11 Treatment Facility project resulting in an increase to the contract in the amount of \$163,078.25 for a new total contract amount of \$6,261,085.91; and authorize staff to execute said Change Order.

END OF NPUA CONSENT CALENDAR

ADJOURN THE JOINT NPUA/COUNCIL MEETING AND RECONVENE THE CITY 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 7 through 11 on the Consent Calendar by affirmative roll call vote. (**ACT**)

- 7. Approve the Warrants Register through December 10, 2024
- 8. Approve the Minutes of November 12, 2024
- 9. Waive the reading and adopt Ordinance 669-AC of the City Council of the City of Needles, California, Amending Chapter 15A, Recreation Area Use, of the Needles Municipal Code to Modify Section 15A-3 to Update Recreation Area Closing Hours and Add Section 15A-7.1, Entitled Pump Track Regulations (2nd Read Adopt)
- 10. Waive the reading and Adopt Ordinance 670-AC of the City Council of the City of Needles, California, Amending Chapter 15A of the Needles Municipal Code to Add Section 15A-7.2, Entitled 'Splash Pad Area Regulations. (2nd Read Adopt)
- 11. Authorize the City Manager to Execute a Memorandum of Understanding Between the City of Needles and Rio Buena Vista Homeowners Association

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

<u>12.</u> Adopt Resolution 2024-45 Reciting the Fact of the General Municipal Election held on November 5, 2024, declaring the results and such other matters as provided by law. (ACT)

Administer Oath of Office and deliver Certificate of Election to re-elected Mayor Janet Jernigan, reelected Council Members Ellen Campbell and Tona Belt; and newly elected Council Member Zachery Longacre.

Presentations to outgoing Vice Mayor Kirsten Merritt

Break

Seating of New Council Member

ROLL CALL

Selection of the Vice Mayor

NEW REGULAR COUNCIL ITEMS

- Interviews / appointments to fill vacancies on various Boards and Commissions due to the expiration of terms. (ACT)
- 14.Authorize those interested to attend the League of California Cities Mayor and Council
Member Academy January 29-31, 2025 in Anaheim/Garden Grove.(ACT)
- 15. Waive the reading and approve for introduction Ordinance 671-AC of the City Council of the City of Needles, California, Adding Sec.15A-7.3 to Chapter 15A of the Needles City Code Setting Regulations for the use Of the Graffiti Art Wall. (1st Read) (ACT)
- 16. Approve the Real Estate Purchase and Sale Agreement with BNSF Railway Company for a Portion of APN 0185-091-14 for Eagle Pass Road Right-of-Way in an amount NTE \$7,500 and authorize staff to execute said agreement. (ACT)
- 17. Waive the reading and adopt Resolution 2024-47 prioritizing and approving the dollar amount of Needles eligible projects for the Community Development Block Grant Funding in fiscal year 2025-2026 (ACT)

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY MANAGER REPORT

<u>City</u> Manager's Report for the weeks of November 22 and November 29, 2024.

COUNCIL REQUESTS

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

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS

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

RECESS TO EXECUTIVE SESSION

EXECUTIVE SESSION

- Conference with legal Counsel regarding pending litigation pursuant to Government Code Section 54956.9(d)(1). One Case: Brown v. Needles (Case No (Case 5:23-cv-01118-AB-SSC)
- b. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1). One Case: City of Needles v. Adrian Chavez (Case No. CIVSB2431838)
- c. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4). One potential Case.

EXECUTIVE SESSION REPORT - by City Attorney

ADJOURNMENT

INTERNET ACCESS TO CITY COUNCIL AGENDAS AND STAFF REPORT MATERIAL IS AVAILABLE PRIOR TO CITY COUNCIL MEETINGS AT: http://www.cityofneedles.com

Posted: December 6, 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 133. 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 6th day of December 2024

/s/ Candace Clark, CPMC, CMC, Interim City Clerk

Mojave Desert AQMD An Introduction Our Mission and Activities

Presentation to the Needles City Council

December 10, 2024

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Mojave Desert AQMD: An Introduction What is an air district?

- Regional control of air pollution from non-vehicular sources.
- Body corporate, political and public entity of state; an *"Independent Special District."*
- Regulatory agency with general authority to adopt *"Rules & Regulations"* to achieve and maintain air quality.
- Required to do such acts as are *necessary and proper*" to execute the power and duties as imposed by law.



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Mojave Desert AQMD: An Introduction An AQMD's Regulatory Authority

Federal Clean Air Act

USEPA U.S. Environmental Protection Agency

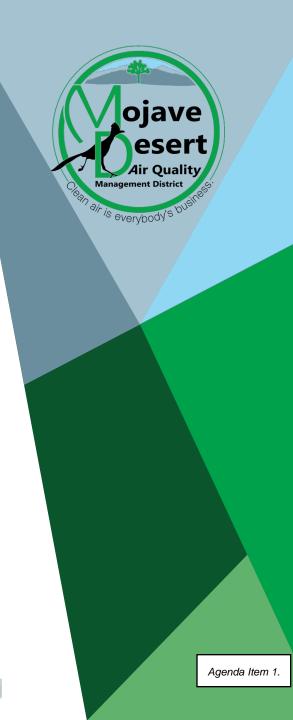
> **CARB** California Air Resources

> > Board

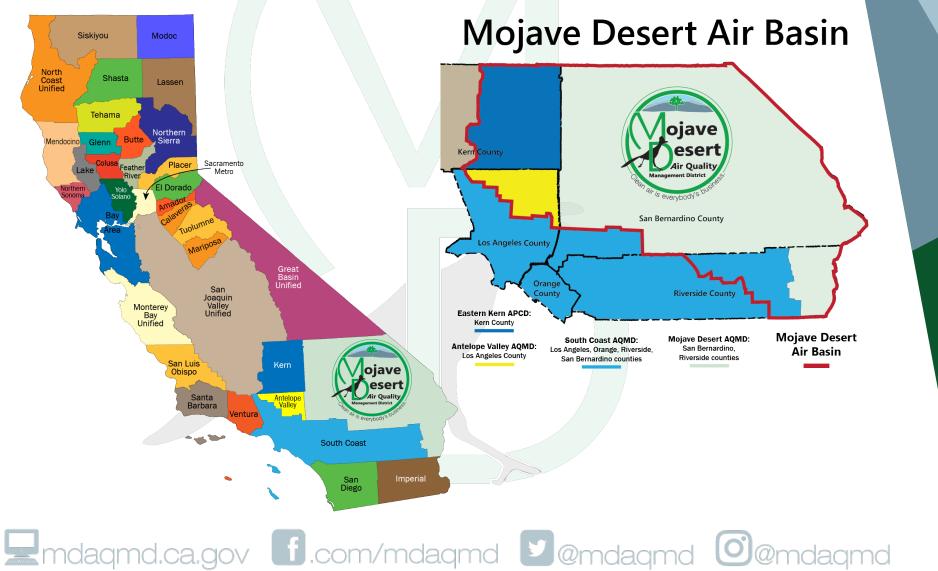
Local Air

Districts

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Mojave Desert AQMD: An Introduction California's 35 Air Districts



Air Quality Management District

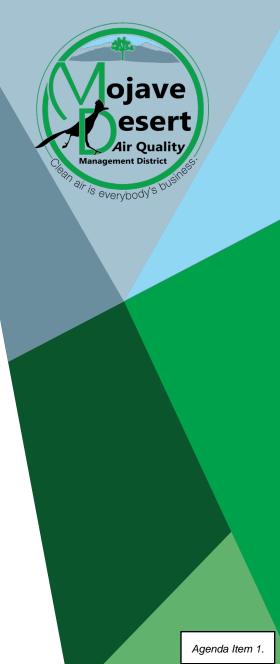
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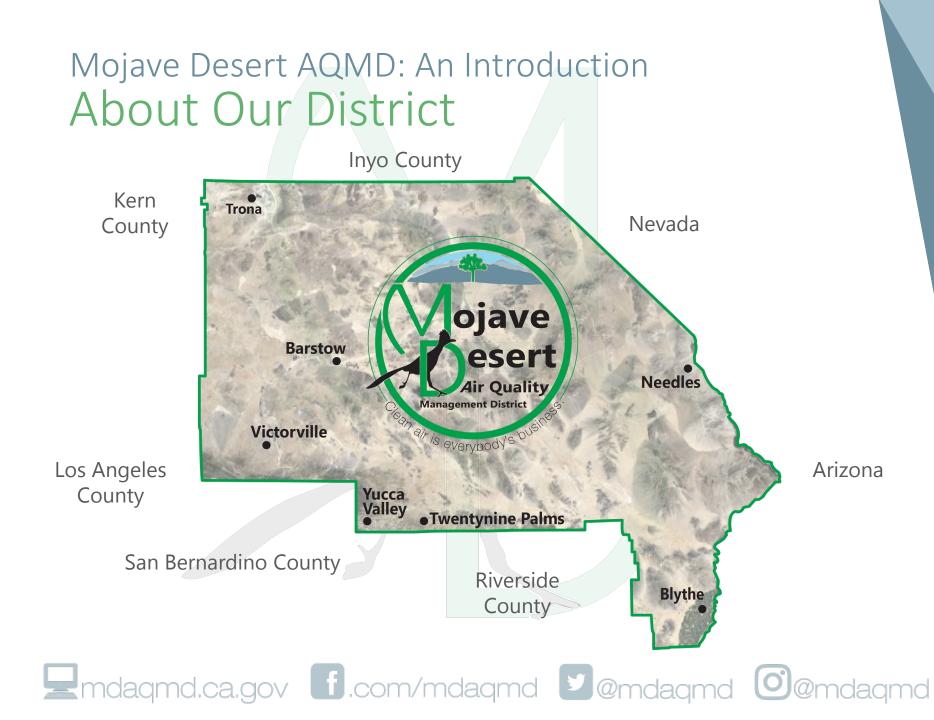
Agenda Item 1.

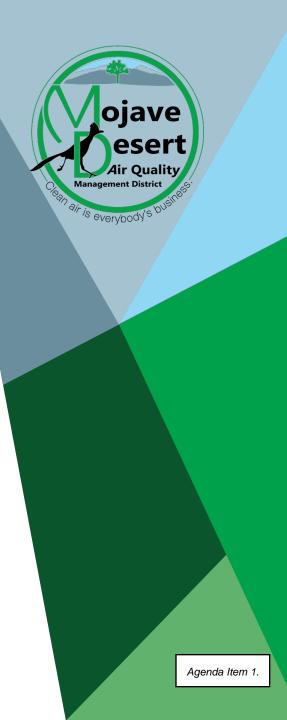
Mojave Desert AQMD: An Introduction About Our District

- Regional agency with primary authority to regulate *stationary sources* of air pollution.
- Geographically, second largest air district in California at more than *20,000 square miles*, including:
 - Most of San Bernardino County (desert portion)
 - Palo Verde Valley in Riverside County
- 1,450+ permitted facilities
- 4,700+ active permits
- Population served: 600k (approx.)









Mojave Desert AQMD: An Introduction Our Governing Board





Mojave Desert AQMD: An Introduction Our Executive Director

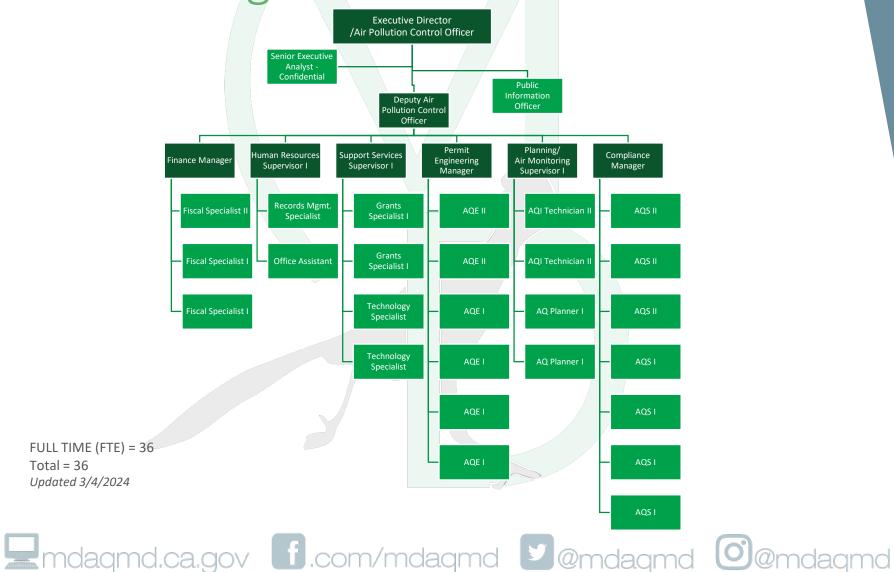
Brad Poiriez, Executive Director/Air Pollution Control Officer



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Mojave Desert AQMD: An Introduction District Organization



ojave esert Air Quality Management District ean air is everybody's but Agenda Item 1.

Mojave Desert AQMD: An Introduction Air Monitoring

Measured pollutants

Barstow:

Ozone Nitrogen Dioxide PM10

Hesperia:

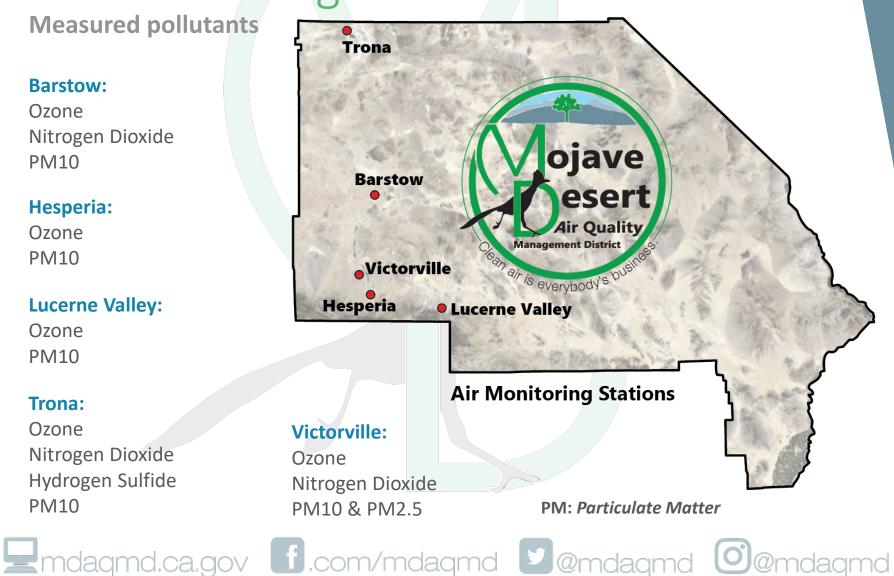
Ozone **PM10**

Lucerne Valley:

Ozone **PM10**

Trona:

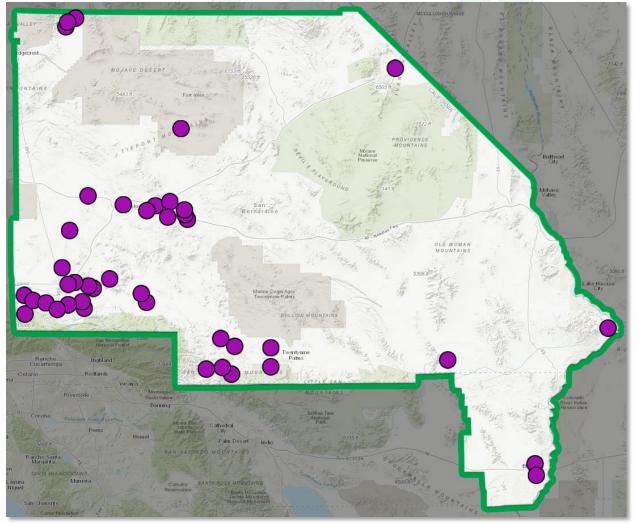
Ozone Nitrogen Dioxide Hydrogen Sulfide PM10





Agenda Item 1.

Mojave Desert AQMD: An Introduction Low-cost Purple Air sensors



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Mojave Desert AQMD: An Introduction Not just another air district...

- Most business friendly air district in the state.
- Among lowest permitting fees in California.
- Streamlined/expedited permit application process: — 1 on 1 assistance from knowledgeable, accessible staff.
- Compliance through education
 - Industry and staff workshops;
 - Classroom and career fair visits by Public Information staff;
 - Regular outreach with stakeholders, chambers of commerce, etc.
- Less-stringent regulations than neighboring air districts.
- Inclusive, common sense approach to air quality regulation.
- Advocate progressive New Source Review reforms & innovative emission credit trading structures.
- Lead sponsor agency of the Mojave Environmental Education Consortium, a public-private nonprofit organization which links High Desert educators with quality, standards-based environmental education resources, free of charge.

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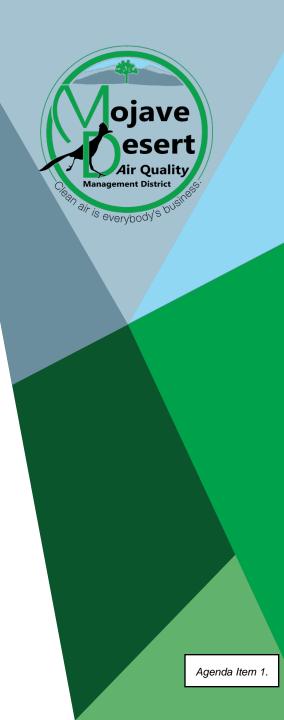
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- Grant funds that provide incentives to both public and private sectors to reduce emissions by retiring and replacing older equipment with newer, cleaner engine technologies.
- Provide enforceable, surplus, and quantifiable and permanent emission reductions.



Ø



The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) provides grant funding for cleaner-than-required engines, equipment, and other sources of air pollution.







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Agenda Item 1.

Carl Moyer

Types of Projects

- On-Road Heavy Duty Vehicles
- Off-Road Compression-Ignition Equipment
- Locomotives
- Zero-Emission Infrastructure





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Agenda Item 1

FARMER Program

- Funding Agricultural Replacement Measures for Emission Reductions (FARMER)
- Primarily focused on agricultural equipment (tractors, harvesting equipment, agricultural pumps, other equipment used specifically in agricultural operations)

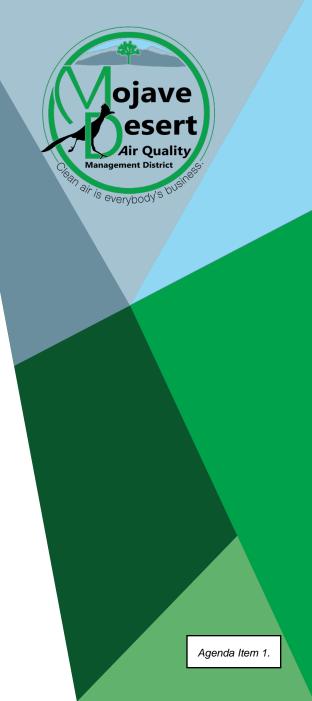












Community Air Protection Program

- Created by AB 617 passed by the state Legislature in 2017, CAPP provides incentives to both public and private sectors to reduce emissions by retiring and replacing older equipment with newer, cleaner engine technologies in communities most impacted by pollution.
 - 11 zero-emission school bus replacements
 - Zero-Emission infrastructure required for the buses
 - 2 forklifts

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Air Quality Management District

Agenda Item 1.









Apple Valley Unified School District

Adelanto Eleme<mark>ntary</mark> School District Lucerne Valley Unified School District

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Agenda Item 1.

VAVR

• Voluntary Accelerated Vehicle Retirement program pays \$1,000 for qualifying (model year 1997 or older) car, van or light- and medium-duty trucks.

Electric Vehicle charging stations

 Seven EVC stations available for free, 24/7 public use at MDAQMD headquarters in Victorville. Continuing to develop EVC infrastructure throughout jurisdiction. Past funded stations located in Apple Valley, Barstow, Blythe, Needles and Yucca Valley.



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Lawn and Garden Equipment Exchange

• Annual program to purchase zero-emission electric lawn equipment at discounted price (requires trade-in of working gas equipment).





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Mojave Desert AQMD: An Introduction Grant funding in action

- \$4 million in Carl Moyer funding to replace off-road equipment and fund zero-emission infrastructure projects.
- \$3 million in Direct FARMER allocations to replace agricultural equipment.
- \$4 million in CAPP funds to replace diesel school buses with zeroemission alternatives.
- Lawn & Garden Residential Equipment Exchange Program (1650 pieces exchanged in 2024).

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Mojave Desert AQMD: An Introduction Questions?

Brad Poiriez

Executive Director/Air Pollution Control Officer bradp@mdaqmd.ca.gov

Martial Haprov

Public Information Officer mhaprov@mdaqmd.ca.gov

Jorge Camacho Support Services Supervisor jcamacho@mdaqmd.ca.gov

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CITY COUNCIL	🛛 NPUA
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Regular Special

Meeting Date: December 10, 2024

Title: Authorize a Joint Use of Poles between the City of Needles and the Fort Mojave Indian Tribe Telecommunications Inc. for Eagle Pass Road and Needles Highway

Background: The NPUA currently has active Joint Pole Agreements with Frontier Communications and Route 66 broadband to connect to electric power poles throughout the city. The Joint Pole Agreements allow the communications companies access to install communication services above ground rather than directly buried. The Joint Pole agreement is an agreement whereby each party has the right to attach to and occupy space on a power pole.

Currently, the power poles within the city cannot handle additional weight from communications lines. The Fort Mojave Indian Tribe's Telecommunications Inc. has requested approval to utilize NPUA power poles to cross two areas to increase their service. The first location is Eagle Pass Road where the NPUA has two poles that cross BNSF tracks and the second is on Needles Highway to cross a San Bernardino County flood control area.

The recommended action is to authorize the Fort Mojave Indian Tribe Telecommunications Inc. to a Joint Pole Agreement for only the two proposed locations. The agreement also only permits the applicant to apply for the power poles by an anchor and does not authorize drilling into the poles which may impact the integrity of the pole.

The Board of Public Utilities approved the recommended action on December 3, 2024.

Fiscal Impact:	Slight increase of electric revenue increased annually by a cost-of-living
	adjustment (COLA)

Environmental Impact: N/A

Recommended Action: Authorize a Joint Use of Poles between the City of Needles and the Fort Mojave Indian Tribe Telecommunications Inc. for Eagle Pass Road and Needles Highway

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval:	Patrick Martinez	Date: 12/4/2024
Other Department Approv		Date:

Approved:	Not Approved:	Tabled:	Other:	
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LICENSE AGREEMENT

FOR THE JOINT USE OF POLES

BETWEEN

CITY OF NEEDLES, CALIFORNIA

AND

FORT MOJAVE TELECOMMUNICATIONS, INC.

FOR

TC ATTACHMENT TO CITY POLES

AGREEMENT NUMBER _____

COPY NUMBER _____

Agenda Item 2.

AGREEMENT BETWEEN CITY OF NEEDLES, CALIFORNIA AND FORT MOJAVE TELECOMMUNICATIONS, INC. FOR TC ATTACHMENT TO CITY POLES

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	RECITALSENTIRE AGREEMENTSECTION HEADINGS AND DEFINITIONSSCOPE OF AGREEMENTSPECIFICATIONSESTABLISHING JOINT USE OF NEW POLES ANDCONTINUING JOINT USE OF EXISTING POLESRIGHT OF WAY FOR LICENSEE'S ATTACHMENTSCOSTSABANDONMENT OF JOINT USE POLEPOLE ATTACHMENT FEESDEFAULT IN PERFORMANCE OF WORKOTHER USESASSIGNMENT OF RIGHTSWAIVERS OF TERMS AND CONDITIONSPAYMENT OF TAXESBILLS AND PAYMENT FOR CONSTRUCTION WORKPLACES OF BUSINESSLIABILITY AND DAMAGES

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MASTER AGREEMENT FOR THE JOINT USE OF POLES BETWEEN CITY OF NEEDLES, CALIFORNIA AND FORT MOJAVE TELECOMMUNICATIONS, INC.

1. PARTIES

The Parties to this Master License Agreement are Citizens utilities rural company, a California Corporation, doing business as Fort Mojave Telecommunications, Inc. hereinafter referred to as "License", and the City of Needles, California, a California Municipal Corporation, hereinafter referred to as "City".

2. <u>RECITALS</u>

- 2.1. The Parties of this agreement desire to establish a procedure of terms and conditions for the joint use of their respective poles, when and where joint use shall be mutual advantage.
- 2.2. The conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both Parties, including considerations of safety and economy, and each of them shall be the judge of what the character of its circuits shall be to meet its service requirements and as to whether or not these service requirements can be properly met by Joint Use of Poles.

3. ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the Parties and shall supersede all prior contract, representations, negotiations, or letters pertaining to the subject matter of this Agreement, whether written or oral. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind not set forth herein, and this Agreement shall only be modified by an amendment signed by both parties. This Agreement includes all documents attached hereto and incorporated herein by reference.

4. SECTION HEADINGS AND DEFINITIONS

Section headings in this Agreement are for convenience only, and are not to be construed to define, limit, expand, interpret or amplify provisions hereof. When initially capitalized in this Agreement, or amendments hereto, the following words or phrase shall have the meanings specified:

<u>Added Height</u> – The additional height of Joint Use Poles required by either Party to meet codes or construction standards.

<u>Agreement</u> – This agreement, including all referenced documents, between the Parties for the Joint Use of Poles.

<u>Anchor(s)</u> – An anchor and associated anchor rod.

<u>Attachments</u> – Wires, cables, lamp fixtures, guy wires, and all other apparatus, fixtures or appurtenances of either Party, (excluding anchors) now or hereafter attached to poles

City - City of Needles, California

<u>Joint Use</u> – The placing and maintaining of attachments of both Parties upon one or more poles or anchors.

<u>Joint Use Anchor</u> – An anchor and associated anchor rod to which guy wires of both Parties are attached in order to support the pole and the various Attachments of the Parties thereon.

<u>Joint Use Memorandum(s)</u> – Forms(s) substantially in the form as set forth in Exhibits 1, 2, 3 and 4 attached hereto, exchanged between the Parties to notify each other of Joint Use construction to be performed, changes in pole use, and other related communication.

Joint Use Pole – A pole agreed upon by the Parties to be for Joint Use.

<u>Joint Use Request Account Record</u> – A form that summarizes and reports all joint use Licenses granted to Licensee and associated fees.

<u>Licensee</u> – The Party other than Owner who Desires to place or has placed its facilities on Owner's pole or anchor.

<u>Other User</u> – A third party other than Owner or Licensee who desires to place or has its facilities on a Joint Use Pole.

<u>Owner</u> – The Party who owns the pole and anchor.

<u>Residential Structural Value</u> – The current installed cost of facilities involved less applicable depreciation for time of service.

<u>Standard Attachment Height</u> – A point on a pole at a height above ground level which complies with State and Federal Regulations, National Electric Safety Code and Industry practices.

<u>Standard Joint Use Pole</u> – A forty (40) foot, Class Five (5) wood pole as covered by American National Standards Institute (ANSI) specifications and dimensions for wood poles.

5. SCOPE OF AGREEMENT

- 5.1. This agreement shall apply to all poles of each of the Parties now existing or hereafter erected in the City of Needles and surrounding area, and mutually agreed upon for Joint Use by the Parties. Any pole may be excluded from Joint Use, including;
 - 5.1.1. Those which in the Owner's judgement are or will be necessary for its own sole use.
 - 5.1.2. Those which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgement the proper rendering of its service now or in the future makes joint use of such poles undesirable.
 - 5.2. Poles agreed upon for Joint Use shall be so designed by the form as s set forth in Appendix B, JOINT USE POLE REQUEST ACCOUNT REPORT which shall become a part of this Agreement and subject to the terms hereof.
 - 5.3. All communication hereunder, including but not limited to notices, applications, responses, etc., between the Parties shall be by Joint Use Memorandum(s), Exhibits 1, 2, 3 and 4, except for billing or Agreement amendments or notifications as provided for in the Agreement.
 - 5.4. No use, however extended, of any Joint Use Pole under this Agreement shall create or vast in Licensee and ownership or property rights therein, but Licensee's rights therein shall be and remain a license, which as to any particular pole, or poles, may be terminated at any time by Owner upon reasonable notice to Licensee; and Licensee shall remove its Attachments from said pole or poles before the expiration of said notice; provided, however, the Owner shall not terminate Licensee's use of any pole or poles without reasonable and just cause. Nothing herein contained shall be construed to compel Owner to maintain any pole, or poles for a period longer than demanded by its own service requirements

6. SPECIFICATIONS

- 6.1. Construction, installation, maintenance and repair of Joint Use Poles and all electric and communication circuits located thereon shall be in accordance with the National Electric Safety Code, as adopted by California Public Utilities Commission, National Electric Code as adopted by the City of Needles, the California Occupational Safety and Health Act (Cal OSHA), the southern California Joint Pole Committee Joint Pole Practices and Routine, the rules and regulations of any governing authority having jurisdiction over the subject matter of this Agreement, and requirements Owner may from time to time prescribe, and this Agreement. Where a difference in standards may exist, the more stringent shall apply. Each Party hereby agrees to indemnify and hold harmless the other Party from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, arising out of its failure to comply with this provision.
- 6.2. Licensee shall, at its own expense, make and maintain its Attachments in a safe condition, in a manner acceptable to Owner and in conformance with the provisions of section 6.1. Such Attachments shall be made and maintained so as not to conflict with the use of said poles by Owner or other authorized users or interfere with other facilities which may from time to time be placed thereon. In the event of such interference, Licensee shall at its own expense, upon fifteen (15) working days' notice from Owner, relocate or replace its facilities upon said poles, or transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Owner to remove such interference.

7. ESTABLISHING JOINT USE OF NEW POLES AND CONTINUING JOINT USE OF EXISTING POLES

- 7.1. Whenever either Party requires new poles within the common service territory either as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, and desires to establish such poles as Joint Use Poles, it shall promptly notify the other Party and submit with such notice, its plans showing the proposed locations and character of the new poles and the character of the circuits it desires to place thereon. In the event of an emergency, verbal notice is acceptable but must subsequently be confirmed by a Joint Use Memorandum(s) and accompanying Joint Use Request Location Map and any additional drawings within twenty (20) calendar days. Within twenty (20) calendar days after receipt of such notice, the other Party shall approve, modify or reject said Joint Use, and shall sign the Joint Use Memorandum(s) in the spaces provided and return same day to the requesting Party.
- 7.2. Whenever either Party desires to place or reserve for placing its attachments on any pole owned by the other Party, either when initially installed or at some later date, such Party shall make written application specifying the location of the pole in question, the amount of space desired, the attachment point desired, if different from the Standard

Attachment Height, and the number and character of the circuits to be place thereon. Within twenty (20) calendar days after receipt, Owner shall approve, modify or reject said Joint Use. Upon receipt of notice from Owner that said Joint Use has been approved and after completion of any modifications required to accommodate such Attachments on said pole, including and necessary pole replacements, Licensee shall have the right for use of said pole for attachments and circuits of the character specified, in the amount of space specified, and at the Standard Attachment Height unless otherwise specified.

- 7.3. In the event Owner determines that any pole to which Licensee desires to make Attachments is inadequate or otherwise needs rearrangements or rework to support or accommodate the facilities of Licensee in accordance with section 6, <u>SPECIFICATIONS</u>, Owner will indicate the changes necessary to provide adequate pole space and estimated cost to Licensee. If Licensee desires that such changes be made and so notifies the owner, Owner will make or will arrange for making of such changes, including the replacement of inadequate poles, and Licensee shall pay Owner in the manner provided in section 9, <u>COST</u>.
- 7.4. Cost incurred in connection with establishing Joint Use of new poles shall be borne by the Parties in the manner provided in section 9, <u>COST</u>.
- 7.5. Except, as herein otherwise expressly provided, each Party shall place, transfer and rearrange its own Attachments, including any tree trimming or cutting incidental thereto, and shall always perform such work in a manner as not to interfere with the service of the other Party.
- 7.6. Licensee shall not have the right to place nor shall it place any equipment in addition to that initially authorized, upon any Joint Use Pole without first making application and receiving permission to do so. Nor shall Licensee change the position of any Attachments without Owners prior written approval. If either Party changes the character of its circuits resulting in an unsatisfactory or unsafe condition, that Party shall bear the total cost of corrective action or damages incurred by the other Party.

7.6.1. Anchors

- 7.6.1.1. Licensee may attach its guy wire to Owner's existing Anchor where adequate capacity is available in accordance with the standards set forth in section 6.1. Licensee shall secure any necessary right-of-way therefor from the appropriate Owner.
- 7.6.1.2. Should Owner or Other User attached to the Anchor need, for its own service requirements, to increase its load on the Anchor to which Licensee is attached, Licensee shall, if necessary, either rearrange its guy wire on the Anchor or transfer it to a replacement Anchor, as determined

by Owner in its sole discretion. The cost of such rearrangement and/or transfer and the placement of a new anchor or replacement of an existing Anchor shall be paid by Licensee.

7.6.1.3. If Licensee does not rearrange or transfer its guy wire within Thirty (30) calendar days following the date of written notice from Owner regarding such requirement, Owner or Other User May perform the work involved and Licensee shall pay the full Cost thereof.

8. <u>RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS</u>

Owner and Licensee will cooperate in obtaining permits or rights-of-way for both Parties on Joint Use Poles; however, before placing any Attachments, Licensee shall have complete responsibility for obtaining any public or private consents, grants or permits that may be necessary for the use by it of such poles, and when requested by Owner, shall furnish such consent, grant or permit for Owners Inspection. If objection is made by the property owner of the underlying fee, or the governing body in the case of public right-of-way, after Licensee's Attachments have been placed on a Joint Use Pole, and Licensee is unable to satisfactorily resolve the matter within a reasonable time, Owner may upon notice in writing to Licensee, require Licensee to remove its Attachments from the poles involved, and Licensee shall, within thirty (30) calendar days after receipt of such notice, remove its Attachments from such poles at its sole expense.

9. <u>COSTS</u>

- 9.1. The cost of erecting new Joint Use Poles, whether as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, shall be borne by the Parties as follows:
 - 9.1.1. A standard Joint Pole or Joint Use Pole smaller that a standard Joint Pole, shall be erected at the sole expense of Owner.
 - 9.1.2. A Joint Use Pole larger than the standard Joint Pole, the Added Height or class of which is due wholly to Owner's requirements, shall be erected at the sole expense of the Owner.
 - 9.1.3. In the case where the Licensee requires a Joint Use Pole larger than the standard Joint Pole, either Added Height and/or class of the pole, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.
 - 9.1.4. In the case of a Joint Use Pole larger than the standard Joint Pole, the Added Height and/or class of which is due to the requirements of both Parties, Licensee shall pay to Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.

- 9.1.5. I Joint Use Pole is taller, or of a larger class, than would otherwise be required must be used to meet the requirements of public authorities or of property owners, the cost entailed by such requirements in excess of those otherwise needed shall be divided equally between the Parties, unless the added costs are chargeable to the public authority or property owner who will then be billed by Owner for such addition costs.
- 9.1.6. Where an existing Joint Use Pole is replaced be a new Joint Use Pole solely for the benefit of Licensee, Licensee shall pay to Owner the Residual Structural Value in place of the replaced pole, plus the Owner's transfer cost less plant betterment, plus the cost of removal, less the salvage value of the pole. Owner shall remove and retain such pole. If the replacement Joint Use Pole required by Licensee is larger than a Standard joint Pole in either Added Height or class, the Licensee shall pay the difference between the cost in place of such a pole and the cost in place of a Standard Joint Pole.
- 9.1.7 Where an interest Joint Use Pole is set by Owner at the request of Licensee, Licensee shall pay to Owner the cost in place of the interest pole and shall bear the cost of attachment to the new pole by both Parties.
- 9.2 Except as otherwise provided in the Agreement, the expense of maintaining Joint Use Poles shall be borne by Owner thereof, and each Party shall be responsible for maintaining, repairing, replacing and removing its Attachments.
- 9.3 The expense of tree trimming maintenance work, whether pertaining to the poles or to the placing or maintaining of Attachments shall be equitably divided between the Parties, as determined by the Owner.

10. ABANDONMENT OF JOINT USE POLES

- 10.1. If the Owner desires at any time to abandon any Joint Use Pole, it shall give Licensee notice to that effect at least thirty (30) calendar days prior to the date on which it intends to abandon such pole. If at the expiration of said period, Owner shall have no Attachments on such pole but Licensee shall not have removed all of its Attachments therefrom, such pole shall thereupon become the property of the Licensee, and Licensee shall defend and save harmless the former Owner of such pole from all obligations, liabilities, damages, cost, expenses or charges of any nature incurred thereafter; further, Licensee shall pay the former Owner a sum equal to the Residual Structural Value in place of such abandoned pole or such other equitable sum as may be agreed upon between the Parties. Credit, prorated based upon the remaining useful life of the pole, shall be allowed for any payment which Licensee may have made under the provisions of section 9, <u>COSTS</u>, when the pole was originally set.
- 10.2. Upon transfer of ownership, as set forth in Section 10.1, the former Owner, upon written request made within thirty (30) calendar days after receipt of notice of proposed abandonment, shall execute and deliver such instruments as may be

necessary to grant, convey, and assign to the other Party its rights relating to the location, erection, use and maintenance of the abandoned pole.

10.3. Licensee may at any time abandon the use of a Joint Use Pole by giving notice to Owner as to date the pole is to be abandoned, removing Attachments, and notifying Owner of such removal by completion report substantially in the form of Exhibit 2, NOTIFICATION OF TERMINATION OF MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE.

11. POLE ATTACHMENT FEE

- 11.1. The Annual fee for calendar year 2024 shall be \$7.78 per pole.
- 11.2. The annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of adjustment will be calculated by utilizing the National Consumer Price Index as follows:
 - **11.2.1.** The most recent published index numbers for the current year will be used as the fee adjuster to the next year's Annual Attachment fee.
 - **11.2.2.** The percentage of change in the average index numbers will be applied to the current year's Annual Attachment Fee, which will be effective January 1 of the next year.
 - **11.2.3.** The Annual Attachment Fee billings for the next year will be forwarded to Licensee by December 15 of each year.
- **11.3.** For the initial calendar year of each new License, the Annual Attachment Fee shall be assessed at one-half the annual rate set forth in Section **1.1** above, as of the effective date of the License, and shall not be refundable due to early termination of the License.
- 11.4. The total Annual Attachment Fees assessed as of the beginning of each calendar year shall be based upon the total number of pole attachments on record, times the Annual Attachment Fee effective for the calendar year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, as evidence by an approved APPLICATION FOR POLE LICENSE (Exhibit 1), or MEMORANDUM FOR JOINT USE OF POLES (Exhibit 3), or as they may be revised from time to time, less the number of pole attachments whose License has been terminated, as evidenced by a NOTIFICATION OF TERMINATION OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE (Exhibit 2), as of December 15 of the previous calendar year.
- 11.5. If any Attachments or facilities of Licensee shall be attached to any pole of Owner, which is not a Joint Use Pole, Owner without prejudice to its other rights or remedies under this Agreement may impose a Pole Attachment Fee for each of the preceding five years and may notify Licensee to remove such Attachments and facilities within thirty (30) calendar days thereafter. Said Pole Attachment Fee shall be computed for each of the

five years pursuant to the applicable Pole Attachment Fee rate under Section 11. Any such fee imposed by Owner shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Owner with regard to said fee or said unlicensed use shall be deemed a ratification or licensing of the unlicensed use.

- 11.6. If Licensee fails to pay Pole Attachment Fees when due, Owner may, upon ten (10) calendar days prior written notice, terminate Licensee's rights under this Agreement without prejudice to Owner's rights under this Agreement, and remove Licensee's Attachments from the poles of the Owner.
- 11.7. In the event any Joint Use Pole is abandoned by either Owner or Licensee pursuant to Section 10, ABANDONMENT OF JOINT USE POLE, Licensee shall not be entitled to any refund of Pole Attachment Fee payments.

12. DEFAULT IN PERFORMANCE OF WORK

If either Party shall default in the performance of any work which it is obligated to perform under this Agreement, the other Party may elect to perform or have performed such work, without incurring any liability for the manner or result thereof, and the Party in default shall reimburse the other Party for the full costs incurred.

13. OTHER USERS

- 13.1. Nothing contained in this Agreement shall be construed as affecting any right or privilege of any Other Users authorized, by contract or otherwise prior to execution of this Agreement, to use Joint Use Pole.
- **13.2.** Any use of Joint Use Pole by any Other Users authorized subsequent to Execution of this Agreement, shall be subject to the following conditions:
 - 13.2.1 Other Users' Attachments shall not at any time disrupt or adversely affect Licensee's service;
 - 13.2.2 All make-ready costs for Other Users' Attachments shall be borne by Other Users, unless otherwise agreed by Licensee;
 - 13.2.3. Other Users' rights shall be subordinate to the rights of the Licensee;
 - 13.2.4. Other Users' Attachments shall be placed and maintained in accordance with the provisions of Section 6.1 of this Agreement.
- **13.3.** For the purpose of this Agreement, Other Users' Attachments shall be treated as Owners' Attachments unless otherwise agreed between Owner and Licensee.

13.4. Upon transfer of ownership of Joint Use Pole from Owner to Licensee, any Attachments of Other Users shall become subject to the terms and conditions of Licensee's contract with Other User's and shall be deemed to have been authorized pursuant to said contract.

14. ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, or as may be required by law, neither Party shall assign or otherwise dispose of any part of this Agreement, any of its rights or interests hereunder, any Joint Use Pole, or any Attachment or right-of-way covered by this Agreement, to any firm, corporation or individual, without the prior written consent of the other Party, provided, however, that nothing contained herein shall prevent or limit the right of either Party to mortgage any or all of its property, rights privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting business of the same general character as that of such Party, or to enter into any merger or consolidation. In case of the foreclosure of such mortgage, or in the event such lease, transfer, merger or consolidation, its rights and obligations under this Agreement shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee or merging or consolidating company, as the case may be Any such approved assignment shall be for the benefit of and shall be binding on the assignor, the assignee and all future successors, and shall not relieve the assignor, assignee or future successors of any duties or obligations.

15. WAIVER OF TERMS AND CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of the right to insist upon strict performance of this Agreement.

16. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property attached to any Joint Use Pole. The taxes and assessments which are levied on a Joint Use Pole shall be paid by Owner, but any tax, fee or charge levied because of Licensee's use of a Joint Use Pole shall be paid by Licensee.

17. BILLS AND PAYMENTS FOR CONSTRUCTION WORK

Upon the completion of construction performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the construction shall present to the other Party, within thirty (30) calendar days after the completion of such construction, an invoice for the amount sue, including an itemized statement of the costs. Such other Party shall pay the invoice amount within thirty (30) calendar days after receipt of the invoice.

18. PLACE OF BUSINESS

Whenever in this Agreement notice is provided to be given, application made or statement presented by either Party to the other, delivery thereof shall be to City of Needles, Customer Service Center, 817 Third Street, Needles, California 92363, or to Fort Mojave Telecommunications, Inc., 8490 Highway 95 #104, Mohave Valley, AZ 86440, as the case may be, or to such other address as either Party may from time to time designate in writing for that purpose.

19. LIABILITY AND DAMAGES

Whenever any liability or damages are incurred by either Party or both of the Parties for injuries to employees, or for injury to the property of either Party, or for injuries to other persons or the property of other persons, arising out of the Joint Use of a Joint Use Pole or due to the proximity of the wires and fixtures attached to a Joint Use Pole, the liability between the Parties for such damages shall be as follows:

- 19.1. Each Party Shall indemnify and hold the other Party harmless from all damages for such injuries to persons or to property caused solely by each Party's own negligence, caused solely by each Party's failure to comply at any time with applicable standards, or caused solely by that Part's own equipment failures.
- 19.2. Each Party shall indemnify and hold the other Party harmless from all damages for injuries to its own employees and for damages to its own property either caused by negligence of both Parties or which cannot be shown to have been caused by the sole negligence of the other Party.
- 19.3. Each Party shall be liable for one-half (1/2) of all damages for injuries to persons other than a Party's own employees, and liable for one-half (1/2) of all injuries to property not belonging to either Party, caused by the negligence of both Parties or which cannot be shown to have been caused by the sole negligence of either Party.
- 19.4. Where, on account of injuries of the character describes in the preceding paragraphs of this Section, either Party shall make payments to injured employees or to their relatives or representatives in conformity with the provisions of the Worker's Compensation Act or any creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or in conformity with any plan for employee's disability benefits or death benefits now established or hereafter adopted by the Parties, such payments shall be construed to be damages within the terms of the preceding paragraphs and shall be paid by the Parties accordingly.
- 19.5. All claims for damages arising under this Agreement that are asserted against or affect both Parties shall be dealt with by the Parties jointly; provided, however, that in any

case where the liability is to be shared and borne equally by the Parties and where the claimant desires to settle any such claim upon terms acceptable to one of the Parties but not the other, the Party to which said terms are acceptable may, at its election, pay to the other Party one-half (1/2) of the expense which such settlement would involve, and thereupon said other Party shall be bound to protect the Party making such payment from all further liability and expense on account of said claim.

- 19.6. In the adjustment between the Parties of any claim of damages, the liability of the Parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the Parties which shall comprise costs, attorney's fees, disbursements and other proper charges and expenditures.
- **19.7.** Nothing contained in this Section shall be deemed to create any right or benefit for any third parties.

20. TERMS OF AGREEMENT

This Agreement and all licenses granted under this Agreement shall remain in effect until terminated by either Party at any time upon one year's prior written notice to the other Party, or until otherwise terminated as provided in this Agreement.

21. DISPUTES

- 21.1. <u>General</u> Any controversy or claim (except any claim for damages because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, and except any claim for damages because of damage to or destruction of property) arising out of, or relating to this Agreement or its breach which may arise between License and City, and which is not resolved by the authorized representatives of the parties, shall be noticed in writing by the complaining party as provided in Section 15, SERVICE OF NOTICE. Such controversy or claim shall subsequently be reviewed and discussed between the appropriate officials of the City and the executive officers of Licensee as a condition precedent to any litigation or submittal to any other authority. The initial meeting between representatives of City and Licensee shall take place within 30 days after the dispute arises.
- 21.2. <u>Fee Disputes</u> In addition to the requirements of Section 16.1, any controversy or claim regarding the fees and charges established under this Agreement shall be settled by arbitration in Needles, California, in accordance with the rules then in effect of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. Licensee shall continue payment of all fees and charges when due and performance of all obligations under this Agreement, during any such period of controversy or claim.
- 21.3 <u>Expenses</u> The prevailing party in any controversy or claim between City and Licensee shall be entitled to recover from the other party, in addition to any other recovery awarded, any reasonable attorney's fees, litigation expenses, and/or arbitration

expenses incurred by such prevailing party in connection with or incident to the controversy or claim. However, if City brings an action for declaratory relief to resolve a dispute involving Licensee, City shall be entitled to recover its attorney's fees and litigation expenses.

22. INSURANCE

The Parties shall provide and maintain the insurance coverage and shall comply with the insurance requirements set forth in Appendix A, INSURANCE.

23. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding shall be instituted only in the state or federal courts of the State of California.

24. <u>SEVERABILITY</u>

Should any provision of this Agreement be determined to be unenforceable or illegal, then said provisions shall be severed from this Agreement and the remainder shall remain in full force and effect.

25. EXECUTION AND EFFECTIVE DATE

Each Party to this Agreement hereby represents and warrants that, (i) it has full authority to enter into this Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this Agreement have been taken, (ii) the person executing this Agreement on its behalf has been duly authorized to execute this Agreement, and (iii) this Agreement constitutes legal, valid and binding obligations of such Party effective of the _____ day of _____, 2024.

City of Needles, California

ВҮ: _____

TITLE: _____

DATE: _____

Fort Mojave Telecommunications, Inc.

BY: Michael Scully

TITLE: General Manager

DATE: December 3, 2024

ATTEST:

City Clerk

Approved As To Form:

City Attorney

APPENDIX A

INSURANCE

MASTER AGREEMENT FOR THE JOINT USE OF POLES BETWEEN CITY OF NEEDLES, CALIFORNIA AND FORT MOJAVE TELECOMMUNICATIONS, INC.

- 1. Licensee shall provide and maintain, during the term and until all obligations under this Master License Agreement are satisfied, with forms and insurers acceptable to City, the following insurance coverages:
 - 1.1. Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the work, and Employer's Liability insurance with a minimum limit of <u>ONE</u> <u>MILLION DOLLARS (\$1,000,000)</u>.
 - 1.2. Commercial General Liability insurance to cover with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. The policy shall include coverage for bodily injury, broad form property damage liability (including Completed Operations), personal injury liability (including coverage for contractual and employee acts), blanket contractual, and products. Said policy shall contain a severability of interest provision. The product and completed operation coverage shall extend for two years past the termination of the Agreement.
 - 1.3. Comprehensive Automobile Liability insurance with a combined single limit for Bodily injury and property damage of not less than <u>ONE MILLION DOLLARS</u> (\$1,000,000) each occurrence with respect to Licensee's vehicles whether owned, hired, or non-owned, assigned to or used in connection with this Agreement.
 - 1.4. If applicable, Aircraft Public Liability insurance covering fixed wing and rotorcraft Aircraft whether owned, hired or non-owned with a combined single limit for bodily injury and property damage of not less than <u>TWO MILLION DOLLARS</u> (\$2,000,000), including passenger liability coverage.

- 2. The policies required by Section 1.2, 1.3 and 1.4 herein shall be endorsed to include City, its officials and employees as additional insureds and shall stipulate that the insurance afforded for City, its officials and employees shall be primary insurance and that any insurance carried by the City, its officials or employees shall be excess and not contributory insurance.
- 3. Licensee and its insurers providing the required coverage shall waive all rights to recovery against City and their officials, employees, and agents.
- 4. Prior to the issuance of any License under this Agreement, Licensee shall furnish City with Certificated of Insurance as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. The certificates shall identify the Agreement and provide that not less than thirty (30) day's advance notice of cancellation, termination or alteration shall be sent directly to City addressed as follows:

City Manager / Public Utilities Manager City of Needles 817 Third Street Needles, CA 92363

- 5. City reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements
- 6. City shall not, however, be obligated to review any of the Licensee's certificates of insurance, insurance policies, and/or endorsements or to advise Licensee of any deficiencies in such documents, and any receipt of copies or review by City of such documents shall not relieve Licensee from or be deemed a waiver of City's right to insist on strict fulfillments of Licensee's obligations under this Appendix A.
- 7. The stipulation of insurance coverage in this Appendix A shall not be construed to limit or waive any liabilities or other obligations of Licensee to City, or any other Parties, in connection with this agreement.

(END OF APPENDIX A)

City of Needles JOINT USE POLE REQUEST ACCOUNT REPORT

POLE NO	LOCATION /	TELEPHONE			CABLE			TERMINATION DATETelephoneCable	
POLE NO	LOCATION / DESCRIPTION	Permit #	Date	Fee \$	Permit #	Date	Fee \$	Telephone	Cable

17

City of Needles NOTIFICATION OF TERMINATION OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE

To: City of Needles 817 Third Street Needles, CA 92363 Attn: Joint Pole Dept.

Nearest Cross

Application Number	er (NDS-JU)
Date:	20

In accordance with the terms of the License Agreement effective ______, 20 _____, notice is hereby given that the License covering attachments upon certain poles is \mathscr{P} TERMINATED \mathscr{P} MODIFIED as specified on the attached.

		Licensee	Company
		Ву	Signature
		Title	
:R	POLE #		NUMBER OF POLES

Street, if app	;SEC	;T	;R	POLE #	NUMBER OF POLES
	;SEC	;T	;R	POLE #	Total Modified Poles
Address if app	;SEC	;T	;R	POLE #	Total Poles Terminated
	;SEC	;T	;R	POLE #	GRAND TOTAL

	CITY USE BELOW
	City of Needles Verification
Issued Date: _	Dept:
	Date equipment removed or terminated on modified poles

City of Needles MEMORANDUM FOR THE JOINT USE OF POLES

LICENSEE OR JOINT POLE PARTICIPANT RECEIVING NOTIFICATION City of Needles
Cable TV

See Attached Drawings for Location, Engineering and Construction Specifications

Description, Purpose, Necessity and Remarks:

			T= Telenho	one C=C	able N = Need				
ТСМ			ТСМ				ТС		
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000	Will Vacant	Poles	000	Will Se		Poles		Reframe ₋	
000		Poles			ancel J.U		O O	Review B	onding Reqs
000	Will Replace	Poles	000	Will Pu	irchase	Poles			
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City of Needles JOINT USE REQUEST LOCATION MAP

From:										
То:										
Date:	Request Number									
Township, Range and Section	Track Name, Number Street, Address	Work Description	Work Required							
			Ν							
			$\langle \rangle$							
	If Additional Crass is Demuire	d Attach Concrete Drawing Drawing								
Scalo	If Additional Space is Require 21	d Attach Separate Drawing Page(s	5)							
Scale	21									

CITY OF NEEDLES <u>Mapping Symbols</u>

(Å)

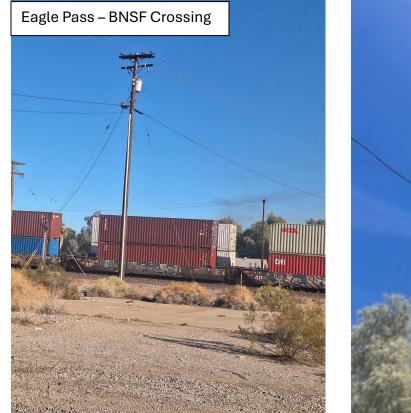
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2 8 2

POLES	Existing	Proposed
POLE	3 5) 35-5
POLE - JOINTLY USED	⊖ 3 5	⊖ ³⁵⁻⁵
FOREIGN POLE - JOINTLY USED	OT35	\ominus T35
FOREIGN POLE - NOTE FOR JOINT USE	× 35	Same
TRANSITION POLE - OVERHEAD TO UNDERGROUND	35	\bigcirc 35
CUSTOMER'S POLE	35	Same
METAL POLE	○ 35	O 35
METAL TRANSITION POLE WITH INTERNAL CABLE DIP	O 35C	© 35C
POLE TO BE RELOCATED - DIRECTION AND DISTANCE SHOWN	Same	$35 \bigcirc 3 \rightarrow$
TRANSFORMERS		
1-10 KVA TRANSFORMER - POLE MOUNTED		<u></u> ∆ 10
30 BANK TRANSFORMER POLE MOUNTED	<u>2-25</u> 38	△ ²⁻²⁵
ALL FENCED VAULTS TO BE SHOWN WITH A DASHED SQUARE	(Same
CUSTOMER OWNED - POLE MOUNTED	A 25	Same
CUSTOMER OWNED SUB (ON THE GROUND)		Same
PAD MOUNTED TRANSFORMER		
PAD MOUNTED 30 TRANSFORMER	3%	Same
SECTIONALIZER / PULLBOX		Same
SECONDARY HAND HOLE	— 0	Зат≠
STREET LIGHTS	-	
STREET LIGHT FIXTURE		
ORNAMENTAL STREET LIGHT	💓	Q
DUSK TO DAWN LIGHT GUYS	•••••	۲
1 GUY 1 ANCHOR		<u> </u>
2 GUYS 1 DOUBLE - EYE ANCHOR		$\bigcirc \rightarrow 2$
3 GUYS 1 TRIPLE - EYE ANCHOR	€ → ³	3
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3 GUYS 3 ANCHORS		\sim
3 GUYS 3 ANCHORS	······································	\sim
SPAN GUY OR HEAD GUY		Same
PUSH BRACE	······	C÷
<u>LINETYPES</u>		
1 WIRE	······	

1 WIRE	
2 WIRE	# #
3 WIRE	# # # #
4 WIRE	
SERVICE	
ALL SECONDARY UNGERGROUND	

Fort Mojave Telecommunications, Inc. Proposed Joint Pole Locations



Needles Highway – Flood Control Crossing









Regular Special

Meeting Date: December 10, 2024

Title: Adopt the City of Needles Renewable Energy Resources Procurement Plan dated December 11, 2024

Background: California's RPS program was established in 2002 by Senate Bill (SB) 1078 (Sher, 2002) with the initial requirement that 20% of electricity retail sales must be served by renewable resources by 2017. The program was accelerated in 2015 with SB 350 (de León, 2015) which mandated a 50% RPS by 2030. SB 350 includes interim annual RPS targets with three-year compliance periods and requires 65% of RPS procurement to be derived from long-term contracts of 10 or more years. In 2018, SB 100 (de León, 2018) was signed into law, which again increases the RPS to 60% by 2030 and requires all the state's electricity to come from carbon-free resources by 2045.

The CPUC implements and administers RPS compliance rules for California's retail sellers of electricity, which include large and small investor-owned utilities (IOUs), electric service providers (ESPs), and community choice aggregators (CCAs). The California Energy Commission (CEC) is responsible for the certification of electrical generation facilities as eligible renewable energy resources and for adopting regulations for the enforcement of RPS procurement requirements of public-owned utilities (POUs).

Long-Term Contract Requirement

Pursuant to Public Utilities (PUC) Code Section 399.13(b), CP 4, and subsequent CPs, includes a Long-Term Procurement Requirement requiring that 65% of an LSE's RPS procurement shall be from long-term procurement. Long-term procurement refers to procurement from long-term contracts, ownership, or ownership agreements, as specified in Section 3204(d) of the RPS POU Regulations and further discussed in the Regulatory Advisory RPS POU 2022-09-21.

Optional Compliance Measures

Each POU should ensure its Optional Compliance Measures (OCMs), are up-to-date and have been adopted at a noticed public meeting of the governing board of the POU prior to the end of CP 4, consistent with RPS POU Regulations Section 3205 and 3206. OCM rules adopted under RPS POU Regulations Section 3206 shall be in place and described in a POU's renewable energy resources procurement plan or enforcement program for a given compliance period if the POU intends to rely on these rules to satisfy or delay its RPS procurement requirements.

The Board of Public Utilities approved the recommended action on December 3, 2024.

Fiscal Impact: The renewable energy resources procurement plan establishes a cost limitation for procuring RPS. The cost limitation is set at the NPUA's adopted fiscal year budget for RPS which is set at the adopted 10-year contract price. Any RPS procured outside of the ten-year long-term RPS contract have been determined would have a negative impact on the ratepayers.

Environmental Impact:	All of the State of California's electricity to come from carbon-free resources by 2045.
Recommended Action:	Adopt the City of Needles Renewable Energy Resources Procurement Plan dated December 11, 2024.

City Manager App	Date: <u>12/4/2024</u>			
Other Department	Approval (when required)	:	Date:	
Approved:	Not Approved:	Tabled:	Other:	Agenda Item 3.

CITY OF NEEDLES RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN

Compliance Period 4 (2021-2024)

December 11, 2024

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Section 1. POLICY STATEMENT

California Public Utilities Code § 399.30(a) requires all publicly owned electric utilities ("POUs"), including the City of Needles, to "adopt and implement a renewable energy resources procurement plan" that requires the POU to procure a minimum quantity of electricity and/or renewable energy credits ("RECs") from eligible renewable energy resources, as a percentage of total retail sales. This document comprises the renewable energy resources procurement plan ("RPS Procurement Plan") for the City of Needles, operating through the Needles Public Utility Authority ("NPUA"). This RPS Procurement Plan describes how NPUA will achieve its RPS procurement requirements in each compliance period.

Section 2. DEFINITIONS

The definitions set forth in Public Resources Code ("PRC") § 25741 and Public Utilities Code ("PUC") § 399.12 are incorporated herein. Capitalized terms in this RPS Procurement Plan, as first identified in parentheses, shall have the meaning given to such term in the body of this RPS Procurement Plan.

Section 3. RPS ENFORCEMENT PROGRAM

As required by PUC § 399.30, the Needles City Council (NPUA's Governing Board) adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on November 12, 2013. Through the RPS Enforcement Program, the Needles City Council established compliance periods, adopted RPS-eligible procurement targets, and described the framework for how NPUA would implement its RPS program.

Section 4. SPECIFIED RPS PROCUREMENT TARGETS

In the RPS Enforcement Program, the Needles City Council adopted general RPS procurement targets for each of the initial three compliance periods. Pursuant to PUC § 399.30(b) and (c), the Needles City Council adopts and further specifies the RPS procurement targets for Compliance Periods 4, 5, 6, and all subsequent three years periods as follows:

Compliance Period 4

For the four-year period beginning January 1, 2021 and ending December 31, 2024, NPUA shall procure sufficient RPS-eligible resources to equal the sum of the following: (35.75 percent of 2021 retail sales) + (38.5 percent of 2022 retail sales) + (41.25 percent of 2023 retail sales) + (44 percent of 2024 retail sales). NPUA shall not be required to procure a

specific quantity of RPS-eligible resources in any individual year during this compliance period.

Compliance Period 5

For the three-year period beginning January 1, 2025 and ending December 31, 2027, NPUA shall procure sufficient RPS-eligible resources to equal the sum of the following: (46 percent of 2025 retail sales) + (50 percent of 2026 retail sales) + (52 percent of 2027 retail sales). NPUA shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period.

Compliance Period 6

For the three-year period beginning January 1, 2028 and ending December 31, 2030, NPUA shall procure sufficient RPS-eligible resources to equal the sum of the following: (54.67 percent of 2028 retail sales) + (57.33 percent of 2029 retail sales) + (60 percent of 2030 retail sales). NPUA shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period.

Subsequent Three Year Compliance Periods

For each subsequent three-year compliance period, NPUA shall procure sufficient RPSeligible resources to equal an average of 60 percent of retail sales.

Section 5. RPS PROCUREMENT REQUIREMENTS

As described in NPUA's Enforcement Program, NPUA meets the criteria of PUC § 399.30(h). Consistent with PUC § 399.30(h), as implemented by Section 3204(b)(4) of the Energy Commission's RPS Regulations. A POU that meets the criteria of PUC § 399.30(h) may comply with the Renewable Resource Energy Procurement Targets, specified in Section 4 above, without regard to the portfolio content category requirements specified in PUC § 399.30(c)(3), consistent with PUC § 399.16. Accordingly, NPUA will not classify Renewable Energy Resource procurement into portfolio content categories.

Section 6. **RPS PROCUREMENT**

A. <u>RPS Contracts Executed Prior to June 1, 2010</u>

None.

B. <u>RPS Procurement Acquired After June 1, 2010</u>

The NPUA procured Renewable Energy Certificates "RECs" in the open market annually based on the quantities required for the compliance period.

C. Planned RPS Procurement

The City of Needles entered into a ten-year long-term transactions for the sale, purchase and delivery of Renewable Energy Certificates "RECs" in February, 2024. The long-term agreement is through December 31, 2033. The annual product quantity of RECs is 50,000 to be delivered on or before March of the given year. The City of Needles intents to utilize the annual delivered quantities of the long-term contract to meet annual RPS requirements. If any additional quantities of RPS is needed beyond long-term contract deliveries the City of Needles will need to utilize outside resources to procure quantities.

	Compliance Period 4			Compliance Period 5			Compliance Period 6						
Year	2021 Actual	2022 Actual	2023 Actual	2024 Forecast	2021- 2024	2025 Forecast	2026 Forecast	2027 Forecast	2025- 2027	2028 Forecast	2029 Forecast	2030 Forecast	2028-2030

91,710

46%

34,179

92,627

50%

37,151

93,553

52%

38,637

277,891

109,967

95,434

57.33%

42,597

96,388

60%

44,581

286,311

127,799

94,489

54.67%

40,621

Section 7. FORECAST OF RETAIL SALES AND RPS COMPLIANCE OBLIGATIONS

Notes:

Retail Sales

(MWH) RPS %

RPS Procurement

Requirement (MWh)

74,302

35.75%

26,563

* Individual year targets are for planning purposes only.

82,647

38.5%

28,606

78,454

41.25%

30,650

90,802

44%

32,693

326,205

118,512

Section 8. EXCESS PROCUREMENT RULES

A. <u>The following rules for excess procurement shall apply for Compliance Period 4 and all</u> <u>subsequent Compliance Periods:</u>

- 1. NPUA may apply excess procurement in one compliance period to a subsequent compliance period, subject to the limitations specified in Section 3206(a)(1)(I) of the Energy Commission's RPS Regulations.
- 2. Excess procurement meeting those requirements may be applied to any future compliance period and shall not expire.

Section 9. DELAY OF TIMELY COMPLIANCE RULES

A. <u>Delay of Timely Compliance Rule</u>

Pursuant to PUC § 399.30(d)(2)(A), and consistent with Section 7 of the RPS Enforcement Program, the Needles City Council may adopt measures permitting NPUA to delay timely compliance with the RPS procurement requirements. Needles City Council adopts the following delay of timely compliance rules.

If any of the conditions listed below occurs and is beyond the control of NPUA and causes NPUA to not be reasonably able to comply with the RPS procurement requirements, NPUA may delay timely compliance with the RPS procurement requirements.

1. <u>Transmission Constraints</u>

There is inadequate transmission capacity to allow sufficient electricity to be delivered from eligible renewable energy resources, or proposed eligible renewable energy resource projects, to the extent applicable, using the current operational protocols of the BA in which the NPUA operates. If NPUA owns transmission or has transmission rights, then NPUA shall demonstrate that:

- NPUA undertook all reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources, in light of its expectation for cost recovery.
- NPUA took all reasonable operational measures to maximize cost-effective purchases of electricity from eligible renewable energy resources in advance of transmission availability.
 - 2. <u>Permitting, Interconnection, or Other Circumstances</u>

Permitting, interconnection, or other circumstance have delayed the procurement of eligible renewable energy resource projects, or there is an insufficient supply of eligible renewable energy resources available to NPUA. To utilize this condition, NPUA must show that the permitting, interconnection, or other circumstance caused the delay or insufficient supply and that:

- NPUA prudently managed portfolio risks, including, but not limited to, holding solicitations for RPS-eligible resources with outreach to market participants and relying on a sufficient number of viable projects to achieve RPS procurement requirements.
- NPUA sought to develop either its own eligible renewable energy resources, transmission to interconnect to eligible renewable energy resources, or energy storage used to integrate eligible renewable energy resources.
- If the cause for delay or insufficient supply was foreseeable, NPUA procured an appropriate minimum margin of procurement above the level necessary to comply with the RPS to compensate for foreseeable delays or insufficient supply.
- NPUA took reasonable measures to procure cost-effective distributed generation and allowable unbundled RECs.
 - 3. <u>Unanticipated Curtailment</u>

Unanticipated curtailment of eligible renewable energy resources, if the delay of timely compliance would not result in an increase in greenhouse gas emissions.

4. <u>Transportation Electrification</u>

Unanticipated increase in retail sales due to transportation electrification. To utilize this condition, NPUA must consider whether transportation electrification significantly exceeded forecasts in NPUA' service territory based on the best and most recently available information available to NPUA. Further, NPUA must take reasonable measures to procure sufficient resources to account for unanticipated increases in retail sales due to transportation electrification.

Section 10. COST LIMITATION

A. <u>Cost Limitation Rule</u>

Pursuant to PUC § 399.30(d)(2)(B), and consistent with Section 8 of the RPS Enforcement Program, the NPUA shall establish a cost limitation on the procurement expenditures for all eligible renewable energy resources used to comply with the RPS and Needles City Council shall set this limitation at a level that prevents disproportionate rate impacts to NPUA's ratepayers.

If the cost limitation is insufficient to support the projected costs of meeting NPUA' RPS targets, as specified above, NPUA may refrain from executing any further contracts for eligible renewable energy resources, beyond what can be procured within the cost limitation.

B. <u>Relevant Factors and Findings</u>

To determine what cost limitation is necessary to prevent disproportionate rate impacts, the Needles City Council has considered the following factors and made the following findings:

1. Economic Conditions

Property tax receipts fund essential City services. NPUA provides electric service to several of the Cities largest property taxpayers. The City of Needles faces persistently high levels poverty. In 2023, Needles's poverty rate (averaged over the prior 5 years) was 29.3%,¹ which is significantly higher than the statewide average of 12%.² Further, Needles's current unemployment rate is 11.1% compared to a statewide average of 5.3%. Due to these higher levels of poverty and unemployment, Needles's ratepayers are disproportionately harmed by increases in electric rates. This is due to the greater impacts that any such increase has on individual residential customers as well as the severe harm that would be caused if such rate increases threated the viability of local businesses. Maintaining competitive electric rates is essential to keeping local businesses from relocating or shutting down.

Finding: The Needles City Council finds that NPUA' cost limitation must be structured and set at a level that avoids harm to the local economy, limits impacts on economically vulnerable residents, and avoids increasing the unemployment rate.

2. Customer Make-up

500 of NPUA's customers consume 60% of commercial sales. To the extent that any one of these customers ceases to operate or relocates, NPUA's remaining customers would bear the costs of any stranded investments. Shifting these costs to other customers could have cascading consequences by threatening the viability of other customers and further exacerbating the high poverty and unemployment rates in the City. In light of these factors, NPUA's customers could be disproportionately harmed by rate increases.

Finding: The Needles City Council finds that NPUA' cost limitation must be designed so that it does not overly burden any one-customer class.

3. Improving the Financial Condition of NPUA

The NPUA develops a multi-year forecast when developing a rate study that will determine the level of annual rate revenue required to satisfy projected annual operations and maintenance (O&M) costs, debt service expenses, and capital cost requirements, while maintaining adequate reserves and meeting financial management targets.

¹ American Community Survey (2023).

 $^{^{2}}$ Id.

The NPUA currently maintains three reserves, an operating reserve, a rate stabilization reserve, and a PCA balancing reserve. The City's Financial Policies currently maintain a minimum operating reserve balance of 10% of budgeted annual O&M expenditures, or approximately 1.2 months of O&M expenses, consistent with General Fund policies.

The current capital plan will draw down the operating reserve near the minimum level. To allow the Utility to maintain sufficient cash on hand to fund emergency repairs and expenses beyond what is in the current financial plan, the City has adopted an update to its financial policy, increasing the operating reserve from 1.2 months to 3 months.

The NPUA's rate stabilization reserve and PCA balancing reserve are both intended to mitigate potential shocks from unforeseen events. Funds may be drawn from the rate stabilization reserve to mitigate potential short-term rate increases driven by sudden changes in revenue or expenditure levels.

The PCA balancing reserve was established to mitigate unanticipated, significant changes in the cost of purchased power. When funds are drawn from this reserve, they are to be replenished shortly thereafter using a "power cost adjustment" rate add-on applied to electrical usage rates.

An increase in costs associated with procuring REC's interfere with the NPUA and the City's policy of setting a minimum reserve, completing critical capital improvements and potentially procuring purchased power.

Finding: The Needles City Council finds that NPUA's cost limitation should be set at a level that does not threaten the long-term financial stability of NPUA by reducing its existing customer base and that NPUA' cost limitation is also set at a level that allows NPUA to competitively seek new large commercial customers and expand the Needles housing market.

C. <u>Cost of Full Compliance</u>

In order to estimate the cost of full compliance for Compliance Period 4, NPUA relies on the cost data reported in the 2024 Padilla Report, Costs and Cost Savings for the RPS Program, published May 2024 ("Padilla Report").³ The Padilla Report includes aggregated cost information for the CPUC-jurisdictional entities. Based on the Padilla Report, the District assumes that the cost of an unbundled REC is \$12/REC in 2021 and 2022, and \$10/REC in 2023 and 2024.⁴ The following table shows the forecasted cost of full compliance based on these assumptions.

	PCC	Formula for Determining Cost		Compliance Cost
2021	PCC3	26,563 RECs x \$12/REC	II	\$318,756

³ *Available at*: <u>https://www.cpuc.ca.gov/-/media/cpuc-website/industries-and-topics/documents/energy/rps/2024/2024-padilla-reportvfinal.pdf</u>.

⁴ For PCC3 Electricity Products, NPUA utilized the contract price data for Bear Valley Electric Service, which procures through REC-only contracts that approximate PCC3 transactions.

2022	PCC3	28,606 RECs x \$12/REC	=	\$343,272
2023	PCC3	30,650 RECs x \$10/REC	П	\$306,500
2024	PCC3	32,693 RECs x \$10/REC	=	\$326,930
Total			П	\$1,295,458

Therefore, the estimated cost of full compliance with the RPS Procurement Requirements is \$1,295,458.

D. Expenditures that Will Count Toward the NPUA' Cost Limitation

To determine if NPUA' expenditures have met or exceeded the cost limitation established in this RPS Procurement Plan, NPUA will include all direct costs associated with procurement from executed contracts and owned resources. Where applicable, this will include the contract price multiplied by electricity products delivered during the Compliance Period. For any contract where the associated electricity is resold, NPUA will still count towards its Cost Limitation the total cost of the combined electricity and REC.

The following table provides actual and forecast data for NPUA's procurement expenditures to date in Compliance Period 4.

	2021	2022	2023	2024 Forecast	CP4 Total Forecast
3Degrees Group, Inc.	\$412,500	\$412,500	\$412,500	\$412,500	\$1,650,000
Total Expenses	\$412,500	\$412,500	\$412,500	\$412,500	\$1,650,000

E. <u>Explanation of How NPUA Developed a Cost Limitation Methodology and How</u> <u>Such Cost Limitation Prevents Disproportionate Rate Impacts.</u>

In developing its Cost Limitation methodology, NPUA has reviewed the potential impacts of the factors, findings, and considerations described above. Specifically, NPUA has evaluated what would occur if NPUA expended the amount of the full cost of compliance and estimated the impacts to customers on a rate basis and total bill basis under different scenarios.

F. Adoption of Methodology for Calculating Cost Limitation for Compliance Period.

To avoid disproportionate rate impacts for Compliance Period 4, the Needles City Council the NPUA completes a rate study every five years and adopts an annual fiscal budget for the utility. The annual forecasted fiscal impact of RPS is adopted by City Council in the annual fiscal budget. The adopted annual budgets are a reflection of the adopted rate study which sets the current rates for the electric utility. The annual cost of RPS cannot exceed 10% of the adopted budget in any circumstance. Any RPS cost above 10% would have a disproportionately negative impact on the

ratepayers of the City of Needles. The adopted annual budget for the NPUA for annual RPS compliance is set at \$415,500 per fiscal year.

G. <u>Adoption of Cost Limitation for Compliance Period 4</u>

Pursuant to the methodology for calculating the cost limitation for Compliance Period 4, established above, the cost limitation for Compliance Period 4 is determined to be \$415,500.



\boxtimes CITY COUNCIL	🗌 NPUA
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🛛 Regular 🗌 Special

Meeting Date: December 10, 2024

Title: Authorize the City Manager to execute the Parker-Davis Voluntary Reduction Agreement

Background: WAPA and participating contractors are parties to Contract No. XXXX (FES Contract), for firm electric service of Parker-Davis Project (PDP) power. Under Section X of the FES Contract, WAPA is committed to delivering specified obligations of firm Monthly Energy (as defined in the FES Contract) to participating contractors. In recent years, drought conditions in the Colorado River Basin and disruptions in the wholesale energy market have made it increasingly difficult for WAPA to meet its Monthly Energy commitments to FES contractors with federal hydropower alone. To meet its Monthly Energy requirements to FES contractors, WAPA has increasingly relied on purchasing power and adding such costs to the PDP FES rate.

This Agreement permits the Participating Contractor, on a voluntary basis, to elect to reduce its reliance on WAPA-purchased power and accept reduced energy deliveries from WAPA. Such reductions would be based on federal hydropower generation projections made available to WAPA by the Department of Interior, Bureau of Reclamation (Reclamation), and shared with Participating Contractor and other FES contractors. In return for voluntarily electing to take reduced energy deliveries, the Participating Contractor would receive monthly billing credits based on the purchase power component of the PDP FES rate. Participating Contractor would also receive credits for their part in reducing purchase power deficits. The process by which the Participating Contractor may voluntarily elect to reduce its energy deliveries and obtain corresponding billing credits is set forth herein.

Executing the proposed agreement allows staff to utilize term purchases with excess allocation to cover the City's Parker-Davis allocation when there is a shortfall. There is no disadvantage to executing the proposed agreement and has no impact on the City of Needles allocation.

The Board of Public Utilities approved the recommended action on December 3, 2024.

Fiscal Impact: Reduction in Parker-Davis hydropower purchase costs.						
Environmental Impact:	None					
Recommended Action:	Authorize the City Reduction Agreement	•	execute the	Parker-Davis	Voluntary	
Submitted By:	Rainie Torrance, Utili	ty Manager				
City Manager Approval:	Patrick Q Mi	artinez		Date: <u>12/4/2</u>	2024	
Other Department Approv	al (when required):	0		Date:		
						
Approved: Not	Approved:	Tabled:	Ot	her:		



Department of Energy

Western Area Power Administration Desert Southwest Customer Service Region P.O. Box 6457 Phoenix, AZ 85005-6457

Date

Letter Agreement No. XX-DSR-XXXXX Customer Name Letter Agreement Title/Name

ELECTRONIC DELIVERY

CUSTOMER POC NAME TITLE COMPANY NAME ADDRESS ADDRESS 2 CITY, STATE ZIP

Dear Mr./Ms. Last Name:

This Letter Agreement No. 24-DSR-XXXXX (Agreement) is entered between U.S. Department of Energy, Western Area Power Administration (WAPA) and xxxx (Participating Contractor), which hereinafter may each be called a Party individually, or collectively, the Parties.

WAPA and Participating Contractor are parties to Contract No. XXXX (FES Contract), for firm electric service of Parker-Davis Project (PDP) power. Under Section X of the FES Contract, WAPA is committed to deliver specified obligations of firm Monthly Energy (as defined in the FES Contract) to Participating Contractor. In recent years, drought conditions in the Colorado River Basin and disruptions in the wholesale energy market have made it increasingly difficult for WAPA to meet its Monthly Energy commitments to FES contractors with federal hydropower alone. To meet its Monthly Energy requirements to FES contractors, WAPA has increasingly relied on purchasing power and adding such costs to the PDP FES rate.

This Agreement permits the Participating Contractor, on a voluntary basis, to elect to reduce its reliance on WAPA-purchased power and accept reduced energy deliveries from WAPA. Such reductions would be based on federal hydropower generation projections made available to WAPA by the Department of Interior, Bureau of Reclamation (Reclamation), and shared with Participating Contractor and other FES contractors. In return for voluntarily electing to take reduced energy deliveries, Participating Contractor would receive monthly billing credits based upon the purchase power component of the PDP FES rate. Participating Contractor would also receive credits for their part in reducing purchase power deficits. The process by which

Participating Contractor may voluntarily elect to reduce its energy deliveries and obtain corresponding billing credits is set forth herein.

This Agreement shall be read and interpreted in accordance with FES Contract No. XXXXX. The terms used in this Agreement shall have the same meaning provided by the FES Contract, unless otherwise noted herein. Nothing in this Agreement shall be construed as altering or reducing Participating Contractor or other FES contractors' PDP allocations.

1. <u>Agreement</u>: In accordance with, and subject to, the provisions of this Agreement, the Parties agree to the terms and conditions set forth as follows.

2. **Definitions**:

- 2.1 Adjusted Monthly Energy: The amount of monthly energy deliveries including voluntarily accepted reductions by the Participating Contractor for the forthcoming three-month period. Such Adjusted Monthly Energy may be the Proposed Reduced Monthly Energy, or some other amount which is less than Participating Contractor's Exhibit A Energy.
- 2.2 **Annual Operating Plan**: A plan produced annually and presented to FES contractors, typically in May of each year, to cover PDP loads with PDP generation, PPW, and other resources.
- 2.3 **Deficit Credits**: As defined in Section No. 7.
- 2.4 **Energy Credits**: As defined in Section No. 6.
- 2.5 **Exhibit A Energy**: The allocated energy as expressed in Exhibit A, Section 3 to a contractor's FES Contract.
- 2.6 **FES Contractor**: Any contractor who is a party to an FES Contract with WAPA and has an allocation of PDP energy, whether it is a Participating Contractor or not.
- 2.7 **Participating Contractor**: An FES Contractor who has signed a letter agreement with WAPA which permits it to voluntarily elect monthly reduced energy deliveries in exchange for billing credits.
- 2.8 **Projected Reduced Monthly Energy**: Estimated reduced monthly energy amounts for three-month periods beyond the forthcoming three-month period that WAPA will issue to Participating Contractors for planning purposes.
- 2.9 **Proposed Reduced Monthly Energy**: The amount of reduced monthly energy

Page 2 of 9

deliveries WAPA will propose to the Participating Contractor for the forthcoming three-month period, based on the Participating Contractor's proportion of Reclamation's generation projections for that three-month period. Participating Contractor's proportion will be calculated by dividing the Participating Contractor's Exhibit A Energy (the numerator) by the sum of all FES Contractors' Exhibit A Energy (the denominator).

2.10 **Purchased Power and Wheeling (PPW)**: The amount of energy, capacity, and transmission wheeling necessary to support Firm Electric Service obligations absent sufficient federal hydropower.

3. <u>Term</u>:

- 3.1 This Agreement shall be effective upon execution and remain in effect concurrent with the term of FES Contract No. XXXX.
- 3.2 A Party may, at any time, terminate this Agreement by providing thirty (30) days advance written notice of termination to the other Party; provided, that the termination shall be effective prospectively, and shall have no effect on performance, actions, or obligations already incurred under this Agreement, including prior, voluntary elections by Participating Contractor to take Adjusted Monthly Energy and commitments by WAPA to deliver such Adjusted Monthly Energy.

4. <u>Proposed Reduced Monthly Energy</u>:

- 4.1 In months where federal hydropower generation projections are equal to, or more than all FES Contractors' Exhibit A Energy, energy deliveries by WAPA will be in accordance with Participating Contractor's FES Contract.
- 4.2 In months where federal hydropower generation projections are less than the total of all FES Contractors' combined monthly energy allocations, WAPA will offer Proposed Reduced Monthly Energy to Participating Contractors.
- 4.3 WAPA will offer Proposed Reduced Monthly Energy to the Participating Contractor for the next full three-month period based on published federal hydropower generation projections in Reclamation's latest 24-month study. Proposed Reduced Monthly Energy will be shared with Participating Contractors by electronic means of communication no later than one month in advance of the first day of the applicable three-month period. The three-month periods in which Proposed Reduced Monthly Energy will be offered by WAPA, and Adjusted Monthly Energy may be voluntarily accepted by Participating Contractors, are based on the federal fiscal year (FY), and shall be October 1-December 31, January 1-March 31, April 1-June 30, and July 1-September 30.

5. Adjusted Monthly Energy:

5.1 If the Participating Contractor voluntary elects to accept reduced energy deliveries less than Exhibit A Energy for the forthcoming three-month period, the Participating Contractor shall notify WAPA of its Adjusted Monthly Energy elections no later than 15 days in advance of the first day of the applicable threemonth period. The Participating Contractor shall specify the quantity of Adjusted Monthly Energy for each month of the three-month period. The timely election to accept Adjusted Monthly Energy shall be binding and enforceable as between the Participating Contractor and WAPA, subject to the terms of this Agreement.

6. Billing Credits for Participation (Energy Credits):

- 6.1 Participating Contractors that elect to receive Adjusted Monthly Energy shall be entitled to billing credits (hereinafter, "Energy Credits"). The volume of energy in MWh subject to Energy Credits will be the difference between the Participating Contractor's Adjusted Monthly Energy and its Exhibit A Energy.
- 6.2 In advance of each new FY, WAPA will inform Participating Contractor of its maximum monthly Energy Credit amounts for each month of the upcoming FY. The maximum monthly Energy Credit amounts will be calculated using the Participating Contractor's proportionate share (percentage) of the total allocated PDP energy (i.e., the Participating Contractor's Exhibit A Energy divided by the total allocated PDP energy) multiplied by the monthly distribution of PPW included in the annual PDP FES rate. The PPW component of the annual PDP FES rate includes only an annual total amount; the monthly distributions of PPW included in the annual PDP FES rate shall be derived by calculating ratios between the monthly PPW forecast and the annual PPW forecast set forth in the PDP Annual Operating Plan and multiplying the applicable ratio by the annual total amount of PPW included in the PDP FES rate. Energy Credits will be applied to Participating Contractors based on the result of the applicable maximum monthly Energy Credit multiplied by the proportion of reduction the Participating Contractor elects.

See the chart below for examples of how maximum monthly Energy Credits will be calculated, using a theoretical scenario including the 2024 PPW estimates from the PDP Annual Operating Plan, the amount of PPW included in the 2024 PDP FES rate and the monthly distributions thereof, and a contractor who has an allocation of 10% of the total allocated energy from PDP and elects to take the maximum reduction (100%) proposed by WAPA.

	Α	В	С	D	E
	Purchase Power Estimate	PPW in Rate Monthly	Maximum Monthly Energy Credit	Contractor Energy %	Portion of Voluntary Reduction Taken
Oct	\$421,866	\$404,020	\$40,402	10%	100%
Nov	\$728,255	\$697,448	\$69,745	10%	100%
Dec	\$1,487,916	\$1,424,973	\$142,497	10%	100%
Jan	\$1,208,300	\$1,157,186	\$115,719	10%	100%
Feb	\$559,349	\$535,687	\$53,569	10%	100%
Mar	\$867,130	\$830,448	\$83,045	10%	100%
Apr	\$273,036	\$261,486	\$26,149	10%	100%
May	\$257,134	\$246,256	\$24,626	10%	100%
Jun	\$1,120,454	\$1,073,056	\$107,306	10%	100%
Jul	\$3,627,596	\$3,474,138	\$347,414	10%	100%
Aug	\$4,535,122	\$4,343,272	\$434,327	10%	100%
Sep	\$3,708,930	\$3,552,031	\$355,203	10%	100%
тот	\$18,795,089	\$18,000,000	\$1,800,000		

- A: 2024 monthly purchase power forecasts, with an annual forecasted amount of \$20,000,000, as presented in the PDP Annual Operating Plan meeting
- B: Purchase Power and Wheeling (PPW) included in the 2024 PDP FES rate for annual total amount of \$18M [months calculated based on ratios from the monthly amounts in Column A divided by the Column A total]
- C: Maximum monthly credit assuming all of a proposed voluntary reduction is accepted [(B multiplied by D) multiplied by E]
 - 6.3 Energy Credits will be applied to service bills as soon as accounting information is available and after the applicable service month is completed. If the credit exceeds the cost of firm electric service for the month, the credit shall be applied to the extent it results in a zero-balance due with no payment required from the Participating Contractor. WAPA shall carry forward any balances of Energy Credits and apply them to service bills in subsequent months.
 - 6.4 WAPA will make reasonable efforts to credit any such unapplied Energy Credits no later than two years after the applicable service month.

7. <u>Billing Credits for Deficits (Deficit Credits</u>):

- 7.1 When cost projections for PPW in the PDP FES rate are less than actual PPW expenditures, PDP incurs a deficit that must be repaid within a prescribed period. If amortized, that payment includes both principal and interest components that are added to a subsequent year's PDP FES rate. To hold Participating Contractors harmless from deficits for PPW incurred during a month in which they elected to receive Adjusted Monthly Energy, and to the extent they reduced energy deliveries, additional billing credits will be provided to Participating Contractors (hereinafter, "Deficit Credits"). Deficit Credits will be provided because the Participating Contractor did not receive energy covered by the deficit and as such did not benefit from the deficit. Deficit Credits will be calculated based on the amount of principal and interest for the deficit included in the PDP FES rate and the Participating Contractor's proportion of energy reduction when the deficit was incurred.
- 7.2 Deficits attributed to PPW required to deliver Adjusted Monthly Energy to Participating Contractors will not be eligible for Deficit Credits. The Participating Contractor must pay its share of such a deficit because the deficit covered the cost of energy necessary to meet the Participating Contractor's Adjusted Monthly Energy amount and, as such, the Participating Contractor benefited from the deficit.

8 **Projected Reduced Monthly Energy**:

- 8.2 At the same time WAPA offers Proposed Reduced Monthly Energy to Participating Contractors for the forthcoming three-month period, WAPA will also provide to Participating Contractors, for planning purposes, Projected Reduced Monthly Energy for the three subsequent three-month periods. Projected Reduced Monthly Energy amounts are subject to change as new Reclamation projections are published.
- 8.3 At the same time Participating Contractor notifies WAPA of its Adjusted Monthly Energy elections for the forthcoming three-month period, the Participating Contractor shall also disclose to WAPA, for planning purposes, reductions they intend to elect for the three subsequent three-month periods. Notwithstanding Section 5.1, Participating Contractor's disclosed reductions for the subsequent three three-month periods are not binding.

9 <u>Notification Requirements</u>:

9.2 Publications of Proposed Reduced Monthly Energy and Projected Reduced Monthly Energy will be issued by the WAPA Energy Management and Marketing Office via e-mail. WAPA intends to develop a web-based application for such publications, and upon notice to Participating Contractors, will transition from e-mail to web-based posting in the future.

- 9.3 The Participating Contractor will identify points of contact who will provide WAPA notice of Adjusted Monthly Energy elections in accordance with section 5.1.
- 10 <u>Attachments</u>: Attachments shall be made part of this Agreement. Changes, additions, or modifications to the attachments shall be reflected in new or revised attachments and will be distributed in accordance with Provision 40 of the General Power Contract Provisions.
- 11 **<u>Governing Law</u>**: This Contract shall be interpreted, governed by, and construed under applicable Federal law.
- 12 **<u>Relationship to Other Contracts</u>**: Except as expressly provided in this Agreement, all other agreements(s) or contract(s) between Participating Contractor and WAPA will remain unchanged and in full force and effect. Failure of a Participating Contractor to provide timely notice under this Agreement shall not be deemed an event of default under Contract No. XXXX.
- 13 <u>Amendments and Modifications</u>: This Agreement may be amended or modified by mutual written agreement duly executed by the Parties.
- 14 <u>General Power Contract Provisions</u>: The General Power Contract Provisions (GPCP), effective September 1, 2007, are attached hereto, and are hereby made a part of this Agreement the same as if they had been expressly set forth herein; provided, that if the provisions in the GPCP conflict with this Agreement, the terms of this Agreement shall control.
- 15 **Execution By Counterparts**: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, by having attached to it one or more signature pages.
- 16 **Electronic Signatures**: The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign pursuant to Section 13, herein. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

17 <u>Authority to Execute</u>: Everyone signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

Please provide acceptance of this Agreement by having an authorized representative date and sign the Agreement by handwritten signature or affix a digital signature by using only Adobe Sign, Adobe E-Sign or DocuSign that provides a certificate-based identification to authenticate the signer's identity and which binds each signature to the document with encryption. Return the dated and signed Agreement, as soon as possible, using (1) of the following options:

- 1. Digital Signature: email Agreement to <u>xxxx@wapa.gov</u>,
- 2. Handwritten Signature: email scanned Agreement to <u>xxxx@wapa.gov</u> and mail both originals to one (1) of the following addresses:

<u>If by U. S. Postal Service</u>: Western Area Power Administration Desert Southwest Regional Office ATTN: G6xxx (XXXX) P.O. Box 6457 Phoenix, AZ 85005-6457 If by Overnight Delivery: Western Area Power Administration Desert Southwest Regional Office ATTN: G6xxx (XXXX) 615 South 43rd Avenue Phoenix, AZ 85009

If the Agreement is signed by handwritten signature, provide attestation on the signature page and affix your corporate seal. If a seal is not available, then provide a signed letter of authorization from the Corporate Secretary, or any applicable certificates, resolutions, or minutes to indicate the signatory is duly authorized to commit Customer to the terms of the Agreement. If digitally signed, provide the applicable certificates, resolutions, or minutes. Technical questions related to the work to be performed under this Agreement should be directed to Project Manager Name, Project Manager Title at (602) XXX-XXXX. Contractual questions should be directed to Public Utilities Specialist Name, Public Utilities Specialist at (602) XXX-XXXX.

Sincerely,

WAPA Signatory Name WAPA Signatory Title

IN DUPLICATE

Accepted and agreed to this	day of, 2024.
[SEAL]	
Attest:	CUSTOMER NAME
By	By:
Title	Name:
	Title:



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CITY COUNCIL	
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Regular Special

Meeting Date: December 10, 2024

Title: California Energy Commission Calendar Year (CY) 2023 Power Content Label Annual Reporting

Background: The Power Content Label program was established to provide "accurate, reliable, and simple-to-understand information on the sources of energy that are used to provide electric services" to California consumers.

Signed by Governor Brown in September 2016, AB 1110 (Ting, Chapter 656, Statues of 2016), requires that retail suppliers of electricity additionally disclose to consumers the greenhouse gas emissions intensity of the supplier's electric service products. This modification to the program will improve transparency for consumers and strengthen the Power Source Disclosure and the Power Content program's relevance to California's climate change activities. The NPUA's Power Content reporting has been previously approved. Per the CEC program regulations, the Board is to approve both the annual report and power content label.

Enclosed is the 2023 Power Content Label which breaks down the power supplied to the City into energy resources categories. The annual report breaks down purchases procured through Western Area Power Administration, Parker-Davis, Aqua Caliente, and exchanges within the AES group.

The Board of Public Utilities approved the recommended action on December 3, 2024.

Fiscal Impact:	None			
Environmental Impact:	None			
Recommended Action:		ne annual report to the C abel for the year ending	0,	
Submitted By:	Rainie Torrance,	Utility Manager		
City Manager Approval:	Patrick J	Martinez	Date: _	12/4/2024
Other Department Approva	al (when required)	:	Date:	
Approved: Not A	Approved: 🗌	Tabled: 🗌	Other:	

	2023 POWER CONTENT LABEL								
	City of Needles www.cityofneedles.com								
	Greenhouse Gas Emissions Intensity (Ibs CO ₂ e/MWh) Energy Resources Needles Power M								
City of Needles	2023 CA Utility Average	Eligible Renewable ¹	0.0%	36.9%					
City of Needles	2023 CA Otinty Average	Biomass & Biowaste	0.0%	2.1%					
597	373	Geothermal	0.0%	4.8%					
1000	-	Eligible Hydroelectric	0.0%	1.8%					
1000	_	Solar	0.0%	17.0%					
800	City of Needles	Wind	0.0%	11.2%					
		Coal	0.0%	1.8%					
600	_	Large Hydroelectric	36.8%	11.7%					
400 —	_	Natural Gas	0.0%	36.6%					
	2023 CA Utility	Nuclear	0.0%	9.3%					
200 — —	_ Average	Other	0.0%	0.1%					
		Unspecified Power ²	63.2%	3.7%					
0	_	TOTAL	100.0%	100.0%					
Perce	entage of Retail Sa	-	0%						
	Retired Unbundle	d RECs ³ :	0 78						
¹ The eligible rene		bove does not reflect RPS co ng a different methodology.	mpliance, which	is determined					
² Unspecified powe		las been purchased through o le to a specific generation sou		sactions and is					
Unbundled re	newable energy creater energy create	are tracking instruments issue dits (RECs) represent renewa bundled RECs are not reflecte hissions intensities above.	ble generation th	at was not					
	rmation about this rtfolio, contact:		Needles 26-2115						
	rmation about the ent Label, visit:	<u>https://www.energy.</u> topics/programs/power-s							

			VER CONTENT LABE	L		
			il Supplier Name) URL for PCL Posting	1)		
Greenhous	se Gas Emissior (Ibs CO ₂ e/MWh)	is Intensity	Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	2023 CA Power Mix
Electricity Portfolio 1	Electricity Portfolio 2	2023 CA Utility	Eligible Renewable ¹	0.0%	0.0%	36.9%
Name	Name	Average	Biomass & Biowaste	0.0%	0.0%	2.1%
0	0	373	Geothermal	0.0%	0.0%	4.8%
1000			Eligible Hydroelectric	0.0%	0.0%	1.8%
	Electricity Portfolio 1		Solar	0.0%	0.0%	17.0%
800 Name 600 Electricity Portfolio 2		me	Wind	0.0%	0.0%	11.2%
			Coal	0.0%	0.0%	1.8%
		Large Hydroelectric	0.0%	0.0%	11.7%	
400	400 Name		Natural Gas	0.0%	0.0%	36.6%
			Nuclear	0.0%	0.0%	9.3%
200		23 CA Utility	Other	0.0%	0.0%	0.1%
0	Av	Average Unspecified Po		0.0%	0.0%	3.7%
0			TOTAL	100.0%	100.0%	100.0%
Percentag	e of Retail Sales C	overed by Retire	d Unbundled RECs ³ :	0%	0%	
² Unspecified po Renewable energ	ower is electricity the	at has been purcha e tracking instrum ration that was not	flect RPS compliance, which is ased through open market trar generation source. ents issued for renewable gen delivered to serve retail sales GHG emissions intensities abo	nsactions and is eration. Unbun . Unbundled RE	not traceable	to a specific e energy credit
For specific in	nformation about	this electricity	(Reta	ail Supplier N	lame)	
-	portfolio, contact:		(Retail Su	pplier Phone	e Number)	
For general info	rmation about the	Power Content	https://www.energy.ca.go	v/programs-a	nd-topics/prog	grams/powe
	Label, visit:		source	-disclosure-pi	rogram	

				l Supplier Name)				
			(Website L	JRL for PCL Posting)				
Greenhouse Gas Emissions Intensity (Ibs CO ₂ e/MWh)			Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	2023 CA Power Mix	
Electricity Portfolio 1	Electricity Portfolio 2	Electricity Portfolio 3	2023 CA Utility	Eligible Renewable ¹	0.0%	0.0%	0.0%	36.9%
Name	Name	Name	Average	Biomass & Biowaste	0.0%	0.0%	0.0%	2.1
0	0	0	373	Geothermal	0.0%	0.0%	0.0%	4.8
.000		_		Eligible Hydroelectric	0.0%	0.0%	0.0%	1.89
		Solar	0.0%	0.0%	0.0%	17.0		
800			ortfolio 1 Name	Wind	0.0%	0.0%	0.0%	11.2
Electricity Portfolio 2 Name			Coal	0.0%	0.0%	0.0%	1.8%	
600				Large Hydroelectric	0.0%	0.0%	0.0%	11.7%
400		Electricity P	ortfolio 3 Name	Natural Gas	0.0%	0.0%	0.0%	36.6%
				Nuclear	0.0%	0.0%	0.0%	9.3%
200		 ■ 2023 CA Ut	ility Average	Other	0.0%	0.0%	0.0%	0.1%
0		= 2023 CA UI	mity Average	Unspecified Power ²	0.0%	0.0%	0.0%	3.7%
•				TOTAL	100.0%	100.0%	100.0%	100.0%
Р	ercentage of Reta	il Sales Covered b	y Retired Unbun	dled RECs ³ :	0%	0%	0%	
² Unspec ³ Renewable ene	ified power is electr rgy credits (RECs)	icity that has been are tracking instrun	purchased throug nents issued for re	ect RPS compliance, which is of h open market transactions an enewable generation. Unbundle ed RECs are not reflected in the	id is not traceab ed renewable e	le to a specific nergy credits (F	generation sou RECs) represer	nt renewable
For specific in	formation about	this electricity por	tfolio, contact:	(Re	(Retail Sup etail Supplier	plier Name) Phone Num	ber)	
	nformation about			https://www.energy.ca.	dov/programs	-and-topics/p	rograms/pow	er-source-

					R CONTENT LABEL					
					Supplier Name) L for PCL Posting)					
	Greenhous	se Gas Emissior (Ibs CO ₂ e/MWh)		Website OR	Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	2023 CA Power Mix
Electricity Portfolio 1	Electricity Portfolio 2	Electricity Portfolio 3	Electricity Portfolio 4	2023 CA Utility	Eligible Renewable ¹	0.0%	0.0%	0.0%	0.0%	36.9%
Name	Name	Name	Name	Average	Biomass & Biowaste	0.0%	0.0%	0.0%	0.0%	2.19
0	0	0	0	373	Geothermal	0.0%	0.0%	0.0%	0.0%	4.8
1000					Eligible Hydroelectric	0.0%	0.0%	0.0%	0.0%	1.89
Electricity Portfolio 1 Name					Solar	0.0%	0.0%	0.0%	0.0%	17.09
800					Wind	0.0%	0.0%	0.0%	0.0%	11.2
Electricity Portfolio 2 Name				Coal	0.0%	0.0%	0.0%	0.0%	1.8%	
600	600				Large Hydroelectric	0.0%	0.0%	0.0%	0.0%	11.7%
400			Electricity Portfolic	o o name	Natural Gas	0.0%	0.0%	0.0%	0.0%	36.6%
			Electricity Portfolio	o 4 Name	Nuclear	0.0%	0.0%	0.0%	0.0%	9.3%
200			,		Other	0.0%	0.0%	0.0%	0.0%	0.1%
0			2023 CA Utility Av	/erage	Unspecified Power ²	0.0%	0.0%	0.0%	0.0%	3.7%
•					TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%
	Percentag	e of Retail Sales C	Covered by Retired	d Unbundled REC	s ³ :	0%	0%	0%	0%	
Renewable energ	² Unspecifie	ed power is electrici re tracking instrume	ty that has been pu ents issued for rene	irchased through o wable generation.	RPS compliance, which is det pen market transactions and i Unbundled renewable energy cted in the power mix or GHG	s not traceable credits (RECs	to a specific g) represent ren	eneration sourc		ot delivered
For s	specific informatio	n about this elect	ricity portfolio, co	intact:		•	ail Supplier N Ipplier Phone	,		
For	general informatio	on about the Pow	er Content Label,	, visit:	https://www.energy.ca	a.gov/progran	ns-and-topics program	/programs/po	wer-source-di	sclosure-

						CONTENT LABEL						
						Supplier Name) L for PCL Posting)						
	Gro		Emissions Inten ₂ e/MWh)		(Website OK	Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name	2023 CA Power Mix
Electricity Portfolio 1	Electricity Portfolio 2	Electricity Portfolio 3	Electricity Portfolio 4	Electricity Portfolio 5	2023 CA Utility	Eligible Renewable ¹	0.0%	0.0%	0.0%	0.0%	0.0%	36.9%
Name	Name	Name	Name	Name	Average	Biomass & Biowaste	0.0%	0.0%	0.0%	0.0%	0.0%	2.1%
0	0	0	0	0	373	Geothermal	0.0%	0.0%	0.0%	0.0%	0.0%	4.8%
1000						Eligible Hydroelectric	0.0%	0.0%	0.0%	0.0%	0.0%	1.8%
				Electricity Portfolio 1	1 Name	Solar	0.0%	0.0%	0.0%	0.0%	0.0%	17.0%
B00 Electricity Portfolio 2 Name				Wind	0.0%	0.0%	0.0%	0.0%	0.0%	11.2%		
600						Coal	0.0%	0.0%	0.0%	0.0%	0.0%	1.8%
000	Electricity Portfolio 3 Name				Large Hydroelectric	0.0%	0.0%	0.0%	0.0%	0.0%	11.7%	
400				Electricity Portfolio 4	1 Name	Natural Gas	0.0%	0.0%	0.0%	0.0%	0.0%	36.6%
				Liberriery Fordene i	- Humb	Nuclear	0.0%	0.0%	0.0%	0.0%	0.0%	9.3%
200			<u> </u>	Electricity Portfolio 5	5 Name	Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
0			L ,	2023 CA Utility Aver	rade	Unspecified Power ²	0.0%	0.0%	0.0%	0.0%	0.0%	3.7%
-			-		lugo	TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
	F	Percentage of Re	ail Sales Covered	by Retired Unbu	ndled RECs ³ :		0%	0%	0%	0%	0%	
³ Renewable en	ergy credits (RECs)	² Unspecifie	d power is electricit	y that has been pu enewable generation	rchased through o on. Unbundled ren	RPS compliance, which is detern pen market transactions and is ewable energy credits (RECs) r er mix or GHG emissions intens	not traceable to epresent renew	a specific gen	eration source		erve retail sales	s. Unbundled
For specific information about this electricity portfolio, contact: (Retail Supplier Name) (Retail Supplier Phone Number)												
	For general ir	nformation about	the Power Conte	ent Label, visit:		https://www.energy.	ca.gov/progra	ms-and-topic	s/programs/p	ower-source	-disclosure-pr	ogram

					20		CONTENT LABEL							
					0		for PCL Posting)							
			se Gas Emissior (Ibs CO ₂ e/MWh)				Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name	Electricity Portfolio 6 Name	2023 CA Power Mix
Electricity Portfolio 1	Electricity Portfolio 2	Electricity Portfolio 3	Electricity Portfolio 4	Electricity Portfolio 5	Electricity Portfolio 6	2023 CA Utility	Eligible Renewable ¹	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	36.9%
Name	Name	Name	Name	Name	Name	Average	Biomass & Biowaste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.1%
0	0	0	0	0	0	373	Geothermal	0.0%	0.0%	0.0%	0.0%	0.0%		4.8%
1000	0.0				Eligible Hydroelectric	0.0%	0.0%	0.0%	0.0%	0.0%		1.8%		
1000 Electricity Portfolio 1 Name					Solar	0.0%	0.0%	0.0%	0.0%	0.0%	0.0.1	17.0%		
800			Electricity Portfolio 2 Name			2 Name	Wind	0.0%	0.0%	0.0%	0.0%	0.0%		11.2%
600					Electricity Portfolio 3 Name		Coal	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.8%
					Electricity Portfolio	4 Name	Large Hydroelectric	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	11.7%
400					Electricity Portfolio		Natural Gas	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	36.6%
200							Nuclear	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.3%
200					Electricity Portfolio	6 Name	Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
o 上					2023 CA Utility Ave	erage	Unspecified Power ²	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.7%
							TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
		Percenta	ge of Retail Sales	Covered by Retir	ed Unbundled RE	Cs ³ :		0%	0%	0%	0%	0%	0%	
³ Renewable ene	rgy credits (RECs)	are tracking instrur	² Unspecified	power is electricity	that has been purc n. Unbundled renev	hased through op wable energy crea	PS compliance, which is determi en market transactions and is no lits (RECs) represent renewable sions intensities above.	ot traceable to a	specific gener	ation source.	etail sales. Unb	undled RECs	are not reflecter	d in the power
	For s	specific informatio	n about this elect	ricity portfolio, co		51 6116 61116				l Supplier Na plier Phone				
	For	general informatio	on about the Pow	er Content Label,	visit:		https://www.e	energy.ca.gov	programs-and	d-topics/progr	ams/power-se	ource-disclos	ure-program	



\square CITY COUNCIL \square NPUA

Regular Special

Meeting Date: December 10, 2024

Title: Accept Change Order No. 2 to the Design-Build Contract with Pacific Hydrotech Corporation for the Well 11 Treatment Facility

Background: On October 25, 2022, Pacific Hydrotech Corporation was awarded the Design-Build Contract for design and construction of the Well 11 Treatment Facility for a total contract amount of \$5,759,400.00. On May 14, 2024 contract Change Order #1 was approved resulting in an increase to the contract by \$338,607.66 for a new contract amount of \$6,098,007.66.

Since June 2024, two additional items were identified that is an addition to the scope of work from the approved Basis of Design Report (BoDR) resulting in additional expenses to the project. These items are listed below:

1) SCADA system	\$ 112,824.88
2) HVAC and Paint	\$ 50,253.37

Justification of each item was received from the design engineer and presented to the State Water Resources Control Board (SWRCB) for review. Approval was granted by the State to be funded by the project contingency.

Therefore, Change Order #2 includes items already approved by the SWRCB increasing the contract with PHC by \$163,078.25 for a new total contract amount of \$6,261,085.91.

Fiscal Impact: The City received Grant Amendment #3 to the original Grant Agreement with the California State Water Resources Control Board in the amount of \$14,315,640.00 for water system improvements. The Well 11 Treatment Facility is identified as Phase 6A of the total project in the amount of \$5,759,500 with a \$717,104 allowable contingency.

Change Order #2 for a total of \$163,078.25 is reimbursable from the contingency funds and results in a new total contract amount of \$6,261,085.91.

Recommended Action: Accept Change Order #2 to the Design-Build Contract with Pacific Hydrotech Corporation for the Well 11 Treatment Facility project resulting in an increase to the contract in the amount of \$163,078.25 for a new total contract amount of \$6,261,085.91; and authorize staff to execute said Change Order.

Submitted By:	Kathy Raasch, Director of Development Servi	ices/Capital Projects
City Manager Approval:	Patrick Martinez	Date: <u>12/4/2024</u>
Other Department Approva	Il (when required): Kenneth McDonald	Date: 12/04/2024

Approved: Not Approved:	Tabled:	Other:	
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CITY OF NEEDLES CHANGE ORDER

PROJECT:	Well 11 Treatn	nent Facility	C	PRDER NO: 2
OWNER:	City of Need	lles	CONTRACTOR: F	Pacific Hydrotech Corp. (PHC)
FOLLOWING	CHANGES AR	E MADE TO THE CONTRACT:		
Description of	Changes	Decrease Contract Pri	ce Increase C	ontract Price
2) HVAC W	indow unit, indo	ased SCADA System or/outdoor lighting of control room, the control room	\$ \$	
JUSTIFICATI	ON:			
	te Water Resou	der items listed above has been provided by Irces Control Board for reimbursement under		
Original (Contract Price			\$5,759,400.00
Previous	Change Order	(s) Amount		\$ 338,607.66
Original (Contract Price p	olus previous Change Orders		\$6,098,007.66
Contract	Price Due This	Change Order		\$ 163,078.25
New Con	tract Price			\$6,261,085.91
		CHANGE IN CONTRACT TIM	<u>E</u>	
	Fime will be eased)	Adjusted Date for Completion of all Work		Calendar Days
*See notati	on below	1/31/2025		*See notation below

Project completion date has been extended to January 31,2025, for all contract items except the installation of the canopy to be installed upon delivery.

APPROVALS REQUIRED

Requested by:

Signature (Project Manager)

Contractor Acceptance:

Signature (Contractor)

Approved by:

Signature (City Manager)

Date: 12/10/24 CC meeting

Date:

*See notation below

Date: 12/1/24



		🛛 Regular 🗌 Special
Meeting Date:	December 10, 2024	
Title:	Warrants	
Background:	n/a	
Fiscal Impact:	See attached Warrant Registers	
Environmental Impact:	n/a	
Recommended Action:	Approve the Warrant Registers through De	ecember 10, 2024.
Submitted By:	Ken McDonald, Interim Director of Finance	9
City Manager Approval:	late flag	
Other Department Approv		Date:

Approved: Not Approved: Table	ed: Other: O
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CITY OF NEEDLES CITY COUNCIL TALS FOR NOVEMBER 27 2024

	WARRANT SUMMARY TOT	ALS	FOR NOVEMB				
		1	1/27/2024	FUND AMT.	27-Nov		24-25
FUND 101	GENERAL FUND	\$	5,367.35				
101.1015.412	CITY ATTORNEY	\$	-		\$ 23,200.00	\$	NAMES OF TAXABLE PARTY OF TAXABLE PARTY.
101.1020.413	CITY MANAGER	\$	20.00		\$ 81,780.12	\$	
101.1025.415	FINANCE DEPT.	\$	5,174.97		\$ 276,525.81	\$	12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	-		\$ 99,494.79	\$	
101.1035.416	PLANNING /ZONING	\$	-	요즘 방송을 만난 모델	\$ 30,977.31	\$	
101.1040.417	ENGINEERING	\$	50.00		\$ 117,308.20	\$	412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-		\$ 25,075.69	\$	103,690.00
101.1070.410	SENIOR CENTER	\$	-		\$ 42,304.99	\$	180,551.00
the second se	SHERIFF	\$	18.74		\$ 1,618,019.45	\$	3,862,539.00
101.2010.421	ANIMAL SHELTER/CONTROL	\$	50.00		\$ 120,733.72	\$	283,098.00
101.2020.423	BULDING & SAFETY	\$	50.00		\$ 105,363.68		407,500.00
101.2025.424	CODE ENFORCEMENT	\$	50.00	1	\$ 222,081.38		806,258.00
101.2030.423		\$	50.00		\$ 250,571.62		and the second se
101.3010.431	PUBLIC WORKS	\$	00.00		\$ 53,939.87		No. of Concession, Name of Concession, Name of Street, or other Division, Name of Street, or other Division, Name of Street, N
101.4730.472	SANITATION	\$			\$ 109,651.52		and the fight of the second seco
101.5770.452.	AQUATICS				\$ 430,511.73		Contraction of the local division of the loc
101.5772.452	PARKS	\$			\$ 33,826.16		
101.5773.452	JACK SMITH PARK MARINA	\$			\$ 147,348.04		And and the local data and the l
101.5774.452	RECREATION	\$	50.00	\$ 10,881.06	ψ 147,040.04		21,771,084.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS				\$ (29,223.04)		
FUND 102	GEN. FUND CAPITAL PROJECT			\$ -	\$ 3,290.00		
FUND 205	CDBG			\$ -	Contraction in the local division of the loc		
FUND 206	CEMETERY	18		\$ -			
FUND 208	CALTRANS GRANTS	10.00		\$ -	\$ 215.50		the second s
FUND 210	SPECIAL GAS TAX			\$ -	\$ 57,650.00		
FUND 213	DEPT OF HOUSE. & COMM DEVL	11		\$ -	\$ 12,410.00		
FUND 214	SANBAG NEW LOCAL MEAS I		151051	\$ -	\$ -	\$	
FUND 225	COPS-AB 3229 SUPPLEMENTAL	1	1,21,21,21,21	\$ -	\$ 66,570.87		the second se
FUND 227	HAZARD MITIGATION			\$ -	\$ 19,017.00		the second se
FUND 233	JACK SMITH PARK MARINA			\$ -		\$	
FUND 238	STATE RECREATION GRANTS		1212 (5-13)	\$ -	\$ 898,948.28		
FUND 239	CA.CONSERV RECYLING GRANT	25		\$-	\$ 894.22	_	A DESCRIPTION OF A DESC
FUND 270	REDEVELOPMENT AGENCY	-		\$ -	\$ 370.00		
FUND 470	RDA CAP PROJ.LOW & MOD.			\$ -		\$	the second se
FUND 501	NPUA			\$-	\$ 824,333.67		\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		1. S. M. 185	\$ 1,224.69	\$ 637,870.58	9	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		C Den Ser	\$ 178.62	\$ 435,703.45	9	
FUND 505	SANITATION			\$ -	\$ 544,019.15	9	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	1. 1.		\$ -	\$ 44,504.29	9	\$ 1,041,800.00
FUND 507	GOLF FUND	\$	-		\$ 3,451.33		
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	-		\$ 673,319.20	18	\$ 1,376,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	-	19 1 S 1 1	\$ 114,698.54		\$ 426,928.00
	GOLF FRO SHOP DEPARTMENT GOLF FUND TOTAL	1 V		\$-		T	
FUND 507	CUST.SVC/UT BUSINESS OFFICE	-		\$ 123.13	\$ 147,636.84	19	\$ 477,260.00
FUND 508				\$ -	\$ 69,930.82		
FUND 509		1.0		\$ -	\$ 72,789.77		
FUND 510	ADMIN. FACILITY	1.10		\$ 38.95	and the second design of the s		the second s
FUND 511				\$ 50.55	\$ 126,225.32		and the second s
FUND 512	VEHICLE REPLACEMENT	- 3		\$ -	\$ 33,093.21	_	
FUND 520	SR DIAL A RIDE			Contrasting of a second strain of the local data and the second strain of the second strain o	\$ 9,648.18		
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	-		\$ -	\$ 170,283.63		\$ 477,395.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	-		\$	and share the party of the later of the late		\$ 1,311,630.00
FUND 575	HOUSING	-		\$ 473.40	The subscreen subscreen by the ball of the subscreen subscr	_	
FUND 580	ELECTRIC			\$ 3,378.08	and the same of th	_	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC			\$ -	\$ -	-	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER			\$ -	\$ 484,521.92	-	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER			\$ -		_	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES	1 EC		\$ -	\$ 9,021.65	ACCESS OF THE OWNER	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS			\$ -	\$ 4,400.20	_	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS	3		\$ 16,297.93	\$ 15,117,470.80		\$ 64,578,386.05
TOTAL	ALL FUNDS & DEPARTMENTS	1			the City Code Ch		

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

<u>Z-3-27</u> Date 0 Patrick Martinez, City Manager Jack 12-3-24 Date Virginia Taster, City Treasurer

12/3/24 Date mell Finance Department

PAGE 1 T PERIOD 05/2025			
DISBURSEMENT	OUNTS/RETA TAKEN		
CK REGISTER	CHECK AMOUNT	50.00 50.000	
NA.	CHECK DATE		
:34 ACCOUNTS PAYABLE K - CITY GENERAL CHECKING	VENDOR NAME	SCH D D TTATE DISB.UNI TTATE DISB.UNI TTATE DISB.UNI TX BEVELOPMENT DE X BOARD UELA JR. UELA JR. UELA JR. UELA JR. UELA JR. UELA JR. SX SNNSKI ASIN ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASINSKI ASIN ASINSKI ASIN ASIN ASINSKI ASIN ASIN ASIN ASIN ASIN ASIN ASIN ASI	
24, 11:55: Fargo bank	SEQ#		2
PREPARED11/25/2024, PROGRAM: GM348U CITY OF NEEDLES BANK 04 WELLS FAR	VENDOR NUMBER	н	1
PREPARED1: PROGRAM: (CITY OF NI BANK 04		Mundary Mundar	

PAGE 1 DISBURSEMENT PERIOD 05/2025

PAGE 1 TOD 2025/05 NUMBER 54	OTA	50.00	50.00	50.00	50.00	255.23	50.00	50.00	5,399.97	25.00	50.00	18.74	6,526.00		
ACCOUNTING PER REPORT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	\$0.00 *	25.00 25.00 50.00 *	50.00 50.00 +	50.00 50.00 *	255.23 255.23 *	50.00 \$0.00 *	50.00 +	5,174.97 76.50 72.00 5,399.97 *	25.00 25.00 *	50.00 50.00 *	18.74 18.74 *	3,842.00 435.00 2,249.00 6,526.00 *	161.88 44.27 213.04 161.01 15.27 15.27 89	י י ת
R BY BANK NUMBER	ACCOUNT	10-471.52-1	580-4750-473.52-10 502-4710-471.52-10	101-2030-423.52-10	502-4710-471.52-10	575-0000-209.03-01	575-5555-485.52-10	580-4750-473.52-10	101-1025-415.24-01 502-4710-471.24-01 503-4720-475.24-01 580-4750-473.24-01	575-0000-209.03-01	502-4710-471.52-10	101-2010-421.43-03	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01	02-0000-209.03-0
PAYABLE CHECK REGISTER	P.O. DATE NO	11/27/2024	11/27/2024 11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024 11/27/2024 11/27/2024 11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024 11/27/2024 11/27/2024	11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024	27/20
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024, 12:00:40 Fargo bank - CITY GENERAL	VENDOR NAME	ALBERT PONCE	ANTHONY GEIRSCH	BERNARD J. HATZ	BRYAN HICKSTEIN	CALIFORNIA STATE DISB.UNI	CASE BRUFFETT	DYLAN HETRICK	EMPLOYMENT DEVELOPMENT	FRANCHISE TAX BOARD	FRANK VALENZUELA JR.	GAUDIN FORD	great west life & annuity	GREAT-WEST LIFE & ANNUITY	
PREPARED11/25/2024 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FAR	4	3688	4084	3808	3870	3275	4126	4088	394	227	322	3708	1305	3634	
PREFARED1 PROGRAM: CITY OF D BANK 04		22687	22688	22689	22690	22691	22692	22693	22694	22695	22696	22697	22698	52699	Agenda li

ы С С С С С	CHECK TOTAL	1,210.03	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	
ACCOL	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	174.52 60.36 127.83 1,210.03 *	50.00 50.00 *	50.00 * 50.00	50.00 * 50.00	50.00 * 50.00	50.00 50.00 *	50.00 50.00 *	50.00 50.00 *	50.00 50.00	16.50 20.00 9.50 50.00 *	16.67 16.66 16.67 50.00 *	50.00 *	650.16 203.66 35.96 73.13 88.95 53.01
BY BANK NUMBER	ACCOUNT	580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01	101-5774-452.52-10	101-3010-431.52-10	580-4750-473.52-10	580-4750-473.52-10	101-1040-417.52-10	508-4810-478.52-10	575-5555-485.52-10	580-4750-473.52-10	580-4750-473.52-10 101-1020-413.52-10 502-4710-471.52-10 503-4720-475.52-10	502-4710-471.52-10 503-4720-475.52-10 580-4750-473.52-10	502-4710-471.52-10	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
PAYABLE CHECK REGISTER	P.O. DATE NO	11/27/2024 11/27/2024 11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024 11/27/2024 11/27/2024 11/27/2024	11/27/2024 11/27/2024 11/27/2024	11/27/2024	11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024
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:024, 12:00:40 ; FARGO BANK - CITY GENERAL	VENDOR NAME	great-west life & and	JENNIFER VALENZUELA	JESSE FRAGOSO	JIM MILLIS	JUSTIN SCOTT	KATHY RAASCH	KIMBERLY KRASINSKI	LORENCE DELEON	MICHAEL WILLIS	PATRICK MARTINEZ	RAINIE TORRANCE	RONNY SOMMERS	SBPEA TEAMSTERS LOCAL
011/25/202 GM346L NEEDLES WELLS F2		3634	2879	638	325	2222	4070	3512	4140	3889	3767	3654	3953	1199
FREPARED11/25/2024, PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARG		22699	22700	22701	22702	22703	22704	22705	22706	22707	22708	22709	22710	22711 V

PAGE 3 NG PERIOD 2025/05 REPORT NUMBER 54	CHECK TOTAL	1,318.57	344.39	50.00	50.00	50.00	50.00	50.00	50.00	16,297.93	16,297.93
ACCOUNTING PERIOD REPORT NU	ZH ·	1,318.57 *	182.15 54.08 40.16 68.00 344.39 *	50.00 50.00	50.00 50.00	50.00 50.00	50.00 50.00 *	50.00 50.00 *	50.00 *	16,297.93	16,297.93
TER BY BANK NUMBER	ACCOUNT		101-0000-209.03-01 502-0000-209.03-01 575-0000-209.03-01 580-0000-209.03-01	503-4720-475.52-10	502-4710-471.52-10	580-4750-473.52-10	101-2020-423.52-10	580-4750-473.52-10	101-2025-424.52-10	BANK/CHECK TOTAL	BANKS/CHECKS TOTAL
Ĕ	P.O. DATE NO		11/27/2024 11/27/2024 11/27/2024 11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024	11/27/2024		ALL BI
ACCOUNTS GENERAL CHECKING	VOUCHER	LOCAL 193	LOCAL 193 003565 003566 003567 003568	003587	003591	003586	003600	003589	лк. 007760		
PREPARED11/25/2024, 12:00:40 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING	VENDOR	SBPEA TEAMSTERS LOCAL	SBPEA TEAMSTERS LOCAL 193	SY FOLEY	TAYLOR MILLER	THOMAS DELEON	TONY RUBALCABA	VINCE GARZA	WILLIAM GUZMAN JR.		
PREFARED11/25/20 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS F	VENDOR	1199	1199	3851	3622	2744	2817	3695	4187		
PREFAREL PROGRAM: CITY OF BANK 04	CHECK NO	22711	22712	22713	22714	22715	22716	22717	22718		

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CITY OF NEEDLES CITY COUNCIL T SUMMARY TOTALS FOR DECEMBER 10, 2024

FUND 101 GENERAL FUND Ist bits minit 01:0164:12 CITY ATTORNEY \$ 1.125.12 \$ 2.2,200.00 \$ 9.9,000.00 \$		WARRANT SUMMARY TOT	ALS F	FOR DECEMBI	ER 10, 2024		
101.102.412 CITY ATTORNEY \$ 1.128.12 101.102.412 CITY ANTORNEY \$ 1.000.00 101.102.413 CITY ANTORNEY \$ 1.000.00 101.102.414 CITY ANTORNEY \$ 1.000.00 101.102.414 CITY ANTORNEY \$ 0.000.00 101.102.414 CITY ANTORNEY \$ 0.000.00 101.102.414 CITY ANTORNEY \$ 0.000.00 101.102.414 SHERIFE \$ 1.000.69 101.202.0423 ANIMAL SHELTERCONTROL \$ 3.950.15 101.202.0423 ANTONN \$ - 101.202.0423 ANTONN \$ - 101.202.0423 ANTORNE \$ 1.1601.85 101.202.0423 ANTORNE \$ 1.1601.85 101.202.0423 ANTORNE \$ 1.1601.85 101.202.0423 ANTORNE \$ 1.1601.85					FUND AMT.	10-Dec	24-25
01:105:42 CITY ATTORNEY \$ 1.125.12 01:102:41:0 CITY MANAGER \$ 01:102:41:0 FINANCE DEPT. \$ 10,600.00 3 282.00.00 \$ 284.00.01 01:102:51:0 CITY CAMANCE DEPT. \$ 10,000.00 3 282.00.00 \$ 20.000 01:102:51:0 CITY CAMANCE DEPT. \$ 10,000.00 3 38.121.12.12 3 20.000 \$ 28.00.00	FUND 101	GENERAL FUND	\$	7.33			
101.102.413 CITY MANAGER \$< \$< \$< \$< \$< \$< \$< \$< \$< <t< td=""><td></td><td></td><td>the second s</td><td>1,125.12</td><td></td><td></td><td>COMPANY OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER.</td></t<>			the second s	1,125.12			COMPANY OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER.
101 102 22 23 20 200.00 3 23 <t< td=""><td>10111010111</td><td></td><td></td><td>-</td><td></td><td>\$ 84,903.17</td><td></td></t<>	10111010111			-		\$ 84,903.17	
107.1036/141 CITY CLERKCOUNCLIMAYOR \$ 5.00 107.1036/16 PLANING ZONING \$ 200 107.1036/16 COMMUNITY PROMOTIONS \$ 200 107.1026/17 SHERIFF \$ 100/469 107.1206/21 SHERIFF \$ 100/469 107.1206/2423 ANIMAL SHELTERCONTROL \$ 3.950.16 107.1206/2423 ADUATICS \$ 1.434.86 107.1206/2423 ADUATICS \$ - 107.1577.442 PARKS \$ 11.601.86 101.577.442 PARKS \$ 1.434.86 101.577.442 PARKS \$ 3.04.08.16 \$ 101.577.442 PARKS \$ 3.04.08.16 \$ 2.24.168.06 \$ 2.24.260.00 101.577.442 PARKS \$ 1.06.08 2.2				10,500.00			
101.103,416 PLANNING ZZONING \$ 200.62 \$ 34,743.48 \$ 24,263.60 \$ 121,663.01 \$ 121,663.01 \$ 121,663.01 \$ 12,074.61 \$ 12,074.61 \$ 12,074.61 \$ 12,074.62 \$ 12,020,422 \$ 12,020,422 \$ 12,020,422 \$ 41,466.67.29 \$ 33,906.15 \$ 10,695.590 \$ 12,014.69 \$ 12,020,422 \$ 226,075.691 \$ 12,020,422 \$ 32,926,550,00 \$ 12,014.99 \$ 33,926,559,00 \$ 12,014.99 \$ 32,026,559,00 \$ 12,014.99 \$ 32,026,550,00 \$ 12,014.99 \$ 32,026,550,00 \$ 12,014.99 \$ 32,026,550,00 \$ 12,014.99 \$ 12,014.99 \$ 12,014.99 \$ 12,014,99,00 \$ 12,014,99,00 \$ 12,014,99,00 \$ 12,014,99,00 \$ 12,416,99,00 \$ 14,49,00 \$ 14,49,00 \$ 14,49,00 \$ 14,49,00 \$ 14,49,00 \$ 14,49,00 \$ 14,19,91,00 \$ 14,91,00		CITY CLERK/COUNCIL/MAYOR		5.00		\$ 103,132.13	
110:10:07:417 ENGINEERING \$ - \$ 412(166.21) \$ \$ 412(166.21) \$ 412(166.21) \$ 412(166.21) \$ 412(166.21) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$				200.62		\$ 34,743.48	\$ 326,356.00
101.1 COMMUNITY PROMOTIONS \$ 2,000.00 101.1070.410 SENICE CENTER \$ 10.59 101.1070.410 SENICE CENTER \$ 10.04.69 101.2014.21 SHERIFF \$ 1.004.69 101.2026.22.23 ANUIDING & SAFETY \$ 3.950.15 101.2026.22.24 ANUIDING & SAFETY \$ 3.950.15 101.2026.22.23 ANUIDING & SAFETY \$ 3.950.15 101.2026.22.24 ANUIDING & SAFETY \$ 3.947.50 101.2026.22.24 ANUIDING & SAFETY \$ 3.947.50 101.3016.431 FUBLIC WORKS \$ 1.434.86 101.3776.422 ANUIATOS \$ - 101.4730.472 SANTH PARK MARINA \$ 19.917.00 101.5777.422 ANKG SATTH PARK MARINA \$ 19.917.00 101.5777.422 ANUK SATTH PARK MARINA \$ 10.920.00 \$ 242.9204.00 FUND 206 CEMETERY \$ 6.050.17 \$ 38.084.28 \$ 4.11.901.06 FUND 207 CDBG FUND 208 CALTTRANS GRANTS \$ 1.610.80 \$ 25.932.00 FUND 208 CALTTRANS GRANTS \$ 1.800.01 \$ 25.932.00					and the second second		\$ 412,663.00
101 107 101 <td></td> <td></td> <td></td> <td>2.000.00</td> <td></td> <td>\$ 25,075.69</td> <td>\$ 103,690.00</td>				2.000.00		\$ 25,075.69	\$ 103,690.00
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 ALL FUNDS & DEPARTIVIENTS
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 \$ 6

 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
 12-3-24
 With the provisions of the City Code Chapter

 Patrick Martinez, City Manager
 Date
 Finance Department
 12/2

 Virginia Tasker, City Treasurer
 Date
 Finance Department

12/3/24 Date

PAGE DISBURSEMENT PERIOD 06/2025	DISCOUNTS/RETAINAGE TAKEN		
C REGISTER	CHECK AMOUNT	7 7 8415 9 9 9 10 10 10 11 10 10 11 10 10 11 10 10 11 10 10 11 10 10 10 10 <t< td=""><td>201,063.07</td></t<>	201,063.07
PRELIMINARY CHECK	CHECK DATE	12/10/2024 12/10/20224 12/10/	н
ACCOUNTS PAYABLE GENERAL CHECKING		A-B COMMUNICATIONS AUTO ZONE BIG O TIRES & NAPA AUTO PARTS BIG O TIRES & NAPA AUTO PARTS BIG O TIRES & NAPA AUTO PARTS BUDLHEAD AUTO SUPELY CITY OF NEEDLES CULLHEAD AUTO SUPELY CITY OF NEEDLES CULLICAM WATER COND. DESERT SUN OIL CORP. DIAMOND PURE WATER COLORADO DIAMOND PURE WATER COLORADO ESERHARD EQUIPMENT COLORADO DIAMOND PURE WATER DOI-BOR-REGION: LOWER COLORADO ESERHARD EQUIPMENT ARROWAE EXPRESS HD SUPPLY FORMERLY HOME DEPOT PRO HARDWARE EXPRESS HD SUPPLY FORMERLY HOME DEPOT PRO HARDWARE EXPRESS HD SUPPLY FORMERLY HOME DEPOT PRO HARDWARE EXPRESS HD SUPLESON CHENDERSON CHEVROLET COMPANY HINDERLITER DE LLAMAS & ASSOCIATES OUIL BELLON NEEDLES CHAMBER OF COMMERCE NEEDLES GLASS & MIRROR CO. NEWS WEST PUBLISHING	48 GRAND TOTAL
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FREPARED11/26/20 FROGRAM: GM348U CITY OF NEEDLES BANK 04 WELLS	BER -	22277256 22277256 22277256 22277256 22277256 22277255 22277255 22277255 22277255 22277255 22277255 2227755 22277555 222777555 222777555 22277755 22	Agenda Item 7.

PAGE 1 IOD 06/2025

FAGE 1 OD 2025/06 NUMBER 56	CHECK TOTAL	415.44	386.91	987.61	936.47	52.00	6.55	77,785.49	48.16	
ACCOUNTING PERI REPORT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	415.44 415.44 *	207.79 51.27 65.72 37.80 3.65 3.65 3.65 3.65	125.83 1033.88 203.78 203.78 203.78 16.64 1.27 203.64 1.27 203.64 1.27 203.64 1.27 203.64 1.27 203.64 1.27 203.64 1.27 203.64 1.27 203.64 1.27 203.64 1.27 203.64 1.27 203.78 200	108.30 828.17 936.47 *	52.00 *	ត. ច . ច ភ	56,055.83 13,335.91 8,393.75 77,785.49 *	48.16 * 48.16 *	36.83
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PAYABLE CHECK 1	P.O. DATE NO	12/10/2024	12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024	12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024	12/10/2024 12/10/2024	12/10/2024	12/10/2024	12/10/2024 12/10/2024 12/10/2024	12/10/2024	12/10/2024
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, 13:43:30 GO BANK - CITY GENERAL	VENDOR NAME	A-B COMMUNICATIONS	AUTO ZONE	BIG O TIRES & NAPA AUTO	BORDER STATES INDUSTRIES	BUG EMERGENCY INC.	BULLHEAD AUTO SUPPLY	CITY OF NEEDLES	CULLIGAN WATER COND.	DESERT SUN OIL CORP.
PREPARED11/26/2024 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FAR		2345	3750	178	7	3392	2618	3136	455	4054
PREPAREL PROGRAM: CITY OF BANK 04	· HŻ ·	22719	22720	22721	22722	22723	22724	22725	22726	Agenda Item 7.

PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARG	O BANK - CITY GENERAL	n H	гатария	CK REGIS'	UN MAR	ACCOUNTI	PERIOD 202 PORT NUMBER
	ENDOR NAME	VOUCHER	P.O. DATE NO		ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)) TOTAL
	DESERT SUN OIL CORP.	003498 003501 003517	12/10 12/10 12/10	/2024 /2024 /2024	101-2020-423.62-00 101-2020-423.62-00 580-4750-473.62-00	69.11 64.24 89.93 260.11 *	260.11
	DIAMOND FURE WATER	003372 003419 003445 003445	12/10 12/10 12/10 12/10	/2024 /2024 /2024 /2024	503-4720-475.43-02 511-3020-432.43-29 511-3020-432.43-29 101-5774-452.61-01	19.50 6.00 111.00 53.50 *	53.50
	DOI-BOR-REGION: LOWER COL	L 003421 003422 003423 003424 003425 003425 003425	12/10 12/10 12/10 12/10 12/10 12/10	/2024 /2024 /2024 /2024 /2024	502-4710-471.31-14 503-4720-475.31-14 580-4750-473.31-14 580-4710-471.31-14 502-4710-471.31-14 503-4750-475.31-14 580-4750-473.31-14	1,638.52 1,638.53 1,638.53 1,638.53 1,638.52 2,838.52 9,831.15 *	9,831.15
	EBERHARD EQUIPMENT	003551 003552	12/10 12/10	/2024 /2024	507-5761-453.43-04 507-5761-453.43-04	55.86 187.92 243.78 *	243.78
ω	GAUDIN FORD	003609 003610 003611 003612 003612 003613	12/10 12/10 12/10 12/10 12/10	/2024 /2024 /2024 /2024 /2024	101 - 2010 - 421.43 - 03 101 - 2010 - 421.43 - 03	81.31 81.31 89.10 187.65 228.47 667.84 *	667.84
2612	HARDWARE EXPRESS	00000000000000000000000000000000000000		/20024 /20024 /20024 /200244 /200224 /2002244 /2002244 /200224 /20024 /2	575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 573-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-02 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 101-5720-475.43-08 511-3021-432.43-26 511-3021-432.43-26	20059400 0050400 0050400 0000400 00000000 000040000 00004000000	

PAGE 3 IOD 2025/06 NUMBER 56	CHECK TOTAL	1,837.06	1,565.39	150.35	17,350.00	90.69	2,000.00	241.36	200.62	VOIDED
PA(ACCOUNTING PERIOD REPORT NUMB	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	1 33.58 3.58 3.58 3.56 5.594 1.60 2.155 6.71.60 2.24 7.60 2.24 7.60 2.24 7.60 2.24 7.60 2.24 7.60 2.24 7.60 2.24 7.60 2.44 8 3.73 7.60 8 7.75 8 7.75 7.75 8 7.75 7.75 8 7.75 7.75	732.48 699.30 133.61 1,565.39 *	150.35 150.35 *	10,000.00 7,350.00 17,350.00 *	90.69 90.69	2,000.00 2,000.00 *	241.36 241.36 *	200.62 * 200.62 *	1,192.96 3,905.26 4,789.96 61.25 340.73 460.73 9467.35 3248.86 3248.86 3248.86 324.49
TER BY BANK NUMBER	ACCOUNT	511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 580-432.43-26 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17	575-5555-485.72-17 575-5555-485.72-17 575-5555-485.43-02	511-3021-432.43-26	101-1025-415.31-47 580-4750-473.31-90	507-5761-453.43-17	101-1060-410.54-06	575 - 5555 - 485 . 43 - 02	101-1035-416.59-10	575-5555-485.41-10 575-5555-485.41-20 575-5555-485.41-20 580-4750-473.41-11 580-4750-473.41-11 583-4720-475.41-10 503-4720-475.41-10 503-4720-475.41-20 101-5772-452.41-20 101-5772-452.41-10 101-5772-452.41-10
PA	P.O. DATE NO	12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024	12/10/2024 12/10/2024 12/10/2024	12/10/2024	025016 12/10/2024 025018 12/10/2024	12/10/2024	12/10/2024	12/10/2024	12/10/2024	12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024
ACCOUNTS AL CHECKING	VOUCHER	00000000000000000000000000000000000000	HOME D 003524 003596 003597	COMPA 003428	8 & PI0119 PI0121	003335	COMMER 003446	R CO 003527	CO. 003605	0033336 0033336 0033338 0033338 0033380 0033380 0033380 0033380 0033380 0033880 00333380 0033380 0033380 0033380 0033380 0033380 0033380 0033380 0033380 00033280 00033280 00033280 00033280 00033280 00033280 00033280 00033280 00033280 00030000000000
, 13:43:30 30 BANK - C	VENDOR NAME	HARDWARE EXPRESS	HD SUPPLY-FORMERLY HO	HENDERSON CHEVROLET C	HINDERLITER DE LLAMAS	JARROD DELEON	NEEDLES CHAMBER OF CC	NEEDLES GLASS & MIRROR	NEWS WEST PUBLISHING	NPUA NPUA
/26/2 M346L EDLES ELLS	VENDOR	2612	4182	3712	3593	4000	194	199	218	1786 1786
PREPARED PROGRAM: CITY OF BANK 04	CHECK	22732	22733	22734	22735	22736	22737	22738	22739	22740 22741 89

PAGE 4 IOD 2025/06 NUMBER 56	- ĂĔ -	44,159.67	1 105 12	
ACCOUNTING PERIOD REPORT NUT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	<pre>6584.67 6584.67 629.556 629.556 629.556 620.58 830.986 2357.446 2357.446 2357.548 733.277 733.277 733.277 733.277 746.222 833.67 746.222 833.67 746.222 278.299 866.222 278.299 866.222 278.299 276.223 278.299 277.112 197.60 197.555 887.556 197.555 197.755 19</pre>	606.93 518.19 1 75 1 7 *	3 4 7 7 1
STER BY BANK NUMBER	ACCOUNT	101-5772-4552.41-20 101-5774-4552.41-20 101-5774-4552.41-20 101-5774-4552.41-20 101-5774-4552.41-20 101-5774-4552.41-20 101-5774-4552.41-20 101-5774-4552.41-20 101-5774-4552.41-20 507-5761-4553.41-20 507-5761-4552.41-20 507-5761-4552.41-20 507-5	101-1020-413.55-00 101-1020-413.55-00	
CHECK REGI	DATE	$\begin{array}{c} 122\\122\\122\\122\\10\\2024\\122\\10\\2024\\10\\2024\\10\\2024\\10\\2024\\10\\2024\\10\\2024\\10\\2024\\10\\2024\\10\\2022\\202\\4\\10\\2022\\202\\4\\10\\2022\\202\\4\\10\\2022\\202\\202\\4\\10\\202\\202\\202\\4\\10\\202\\202\\202\\202\\202\\4\\10\\202\\202\\202\\202\\202\\202\\202\\202\\202\\$	12/10/2024 12/10/2024	
S PAYABLE	P.O.			
	VOUCHER	00000000000000000000000000000000000000	003342 003379	
13:43:30 50 BANK - CITY GENERAL	сы К К	NPUA	PATRICK MARTINEZ	
26/2 1346L IDLES ILLS	- ZZ -	17	3767	
EPARE OGRAM TY OF NK 04	ж Э Э Э Э	22 74 1	22742	
A A C A A A A A A A A A A A A A A A A A	: e¤ :			Agenda Item 7.

PAGE 5 XIOD 2025/06 NUMBER 56		2,168.00	310.61	1,545.80	161.88	1,707.25	801.26	1,692.78	84.02	170.38	682.47	1,233.37	792.99	10,000.00	
ACCOUNTING PERIOD REPORT NU	EMITTANCE A	2,168.00 2,168.00 *	283.68 26.93 310.61 *	559.10 986.70 1,545.80 *	161.88 161.88 *	1,000.74 706.51 1,707.25 *	316.26 320.00 160.00 5.00 801.26 *	1,692.78 1,692.78 *	84.02 84.02	170.38 170.38 *	682.47 682.47	1,236.06- 2,469.43 1,233.37 *	268.00 475.00 49.99 792.99	5,000.00 5,000.00 10,000.00 *	110.25
ER BY BANK NUMBER			510-4410-405.61-01 507-5762-454.61-01	575-5555-485.41-30 503-4720-475.59-18	501-0000-211.00-00	511-3021-432.43-27 511-3021-432.43-26	575 - 5555 - 485 . 52 - 10 509 - 4910 - 479 . 52 - 12 101 - 2020 - 423 . 52 - 10 101 - 1030 - 414 . 52 - 10	510-4410-405.52-10	507-5761-453.43-04	575-5555-485.61-02	507-5761-453.43-17	502-4710-471.59-75 502-4710-471.60-32	508-4810-478.61-02 508-4810-478.61-01 101-2030-423.61-02	507-5762-454.31-89 507-5762-454.31-89	503-4720-475.43-04
PAYABI	· [ji]		12/10/2024 12/10/2024	12/10/2024 12/10/2024	12/10/2024	12/10/2024 12/10/2024	12/10/2024 12/10/2024 12/10/2024 12/10/2024	12/10/2024	12/10/2024	12/10/2024	12/10/2024	12/10/2024 12/10/2024	12/10/2024 12/10/2024 12/10/2024	025002 12/10/2024 025002 12/10/2024	12/10/2024
ACCOUNTS	VOUCHER	003385	003343 003592	003341 003349	UT	003443 003444	003548 003550 003553 003593 003594	003487	003615	003526	003595	003603 003604	003383 003384 003561	PI0117 PI0118	003386
, 13:43:30 GO BANK - CITY GENERAL		PROVIDENTIAL SERVICES	SUILL LLC) REPUBLIC SERVICES #78	I ROBINSON, JESSE B	3 RON'S TIRE & AUTO REPAIR	5 ROUTE 66 BROADBAND LLC	3 S-NET COMMUNICATIONS INC.	5 SIMPSON NORTON CORP.	I SMART DOCUMENT SOLUTION	1 STOTZ EQUIPMENT	9 THATCHER COMPANY OF NEVAD	8 THE PRINTER GUYS LLC	7 TOUCHSTONE GOLF LLC	9 TRI-STATE HOSE & FITTINGS
11/26/2 GM346L NEEDLES WELLS	VENDOR NO	3994	15	309	π	2468	3796	4058	1826	4121	3631	779	4008	3917	2819
PREPAREL PROGRAM: CITY OF BANK 04		22743	22744	22745	22746	22747	22748	22749	22750	22751	22752	22753	22754	22755	Agenda Item 7.

PAGE 6 RIOD 2025/06 F NUMBER 56	- 전구 -	110.25	7,830.35	860.84	136.69	500.00	1,488.80	605.00	143.87	87.45	384.75	
ACCI	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	110.25 *	7,830.35 7,830.35 *	511.256 111.04 124.112 124.122 124.122 124.302 124.302 121.24 860.88 860.88 84 84 84 84 84 84 84 84 84 84 84 84 8	46.17 90.52 136.69 *	500.00 *	488.00 1,000.80 1,488.80 *	605.00 605.00 *	143.87 143.87 *	87.45 87.45	84.75 113.33 145.83 40.84 384.75 *	2,893.99
BY BAN	ACCOUNT		580-4750-473.63-10	502-4710-471.61-04 508-4810-471.61-04 503-4720-475.61-04 101-5774-452.61-06 1101-5774-452.61-06 111-5722-452.61-06 101-5772-452.61-04 101-5772-452.61-04 101-5772-452.61-04 507-5762-454.43-08 575-5555-485.61-04 507-5762-454.43-08 575-5555-485.61-04 575-5555-485.61-04 575-5555-485.61-04 575-5555-485.61-04 575-5555-485.61-04 575-5555-485.61-04	502-4710-471.61-21 502-4710-471.61-21	101-1025-415.31-90	101-2020-423.31-91 101-2020-423.31-91	503-4720-475.59-75	511-3020-432.61-28	101-5774-452.74-20	101-2025-424.61-04 503-4720-475.61-04 502-4710-471.61-04 580-4750-473.61-04	509-4910-479.31-53 509-4910-479.31-90
AYABLE CHECI	P.O. DATE NO		12/10/2024	12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024	12/10/2024 12/10/2024	12/10/2024	12/10/2024 12/10/2024	12/10/2024	12/10/2024	12/10/2024	12/10/2024 12/10/2024 12/10/2024 12/10/2024	12/10/2024 12/10/2024
ACCOUNTS	VOUCHER	INGS	ENERGY 003534	00000000000000000000000000000000000000	003346 003347	003495	IE SO 003500 003502	. TES 003608	003496	003497	003350 003351 003351 003352 003353	003344 003345
4, 13:43: RGO BANK	VENDOR NAME	TRI-STATE HOSE & FITTINGS	U.S. DEPARTMENT OF EN	UNIFIRST CORPORATION	USABLUEBOOK	VIRGINIA TASKER	WESTERN ARIZONA HUMANE	WESTERN ENVIRONMENTAL	WINZER	XEROX	ZUBRICK T-SHIRTS	3D-NETWORKS LLC
11/26/202 GM346L NEEDLES WELLS F?	VENDOR	2819	2798	0 8 8 E	761	1917	4193	3528	2561	1023	1293	3828
EPAREL OGRAM: TY OF NK 04	CHECK V NO	22756	22757	22758	22759	22760	22761	22762	22763	22764	22765	99 20 Agenda Item 7.

PAGE 7 IOD 2025/06 NUMBER 56	CHECK TOTAL	7,168.99	201,063.07
PAGE 7 ACCOUNTING PERIOD 2025/06 REPORT NUMBER 56	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	750.00 2,950.00 7,168.99 *	201,063.07
PAYABLE CHECK REGISTER BY BANK NUMBER	ACCOUNT	509-4910-479.31-53 509-4910-479.31-90	BANK/CHECK TOTAL
YABLE CHECK REGIS	.O. DATE NO	12/10/2024 12/10/2024	
со C	ι <u>ρι</u> ι ι ι ι ι	003600 003601	
PREPARED11/26/2024, 13:43:30 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING	VENDOR NAME	3828 3D-NETWORKS LLC	
11/26/20 GM346L NEEDLES WELLS F	VENDOR NO	3828	
PREPAREL PROGRAM: CITY OF BANK 04	CHECK VENDOR NO NO	22766	

201,063.07

201,063.07

ALL BANKS/CHECKS TOTAL

EPARED 11/26/24, 1 OGRAM GM347U TY OF NEEDLES	3:43:30	BANK	TRANSFER LIST		PAGE 16 ACCOUNTING PERIOD 06/2025
FUND 575 HOUSING BANK DESCRIPTI	ACCOUNT *	* CHECK/PAYMENT ** NO DATE	**** VOUCHER **** NO DATE	DISBURSEMENT AMOUNT	VENDOR REFERENCE
04 WELLS FARGO BANK	- CITY GENERAL CHECKING	NG			
	575-5555-485.41-10	22741 12/10/2024	003336 11/04/2024	1,192.96	0001786 NPUA
			ACCOUNT TOTAL	1,192.96	*
	575-5555-485.41-20	22741 12/10/2024	003337 11/04/2024	3,905.26	0001786 NPUA
			ACCOUNT TOTAL	3,905.26	*
	575-5555-485.41-30 575-5555-485.41-30	22741 12/10/2024 22745 12/10/2024	003338 11/04/2024 003341 10/25/2024	4,789.96 559.10	0001786 NPUA 0000309 REPUBLIC SERVICES #78
			ACCOUNT TOTAL	5,349.06	*
	575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02	22738 12/10/2024 22732 12/10/2024 22732 12/10/2024 22733 12/10/2024 22733 12/10/2024	003527 11/14/2024 003542 11/21/2024 003543 11/21/2024 003597 11/13/2024	241.36 7.54 133.02 133.61	0000199 NEEDLES GLASS & MIRROR CO 0002612 HARDWARE EXPRESS 0002612 HARDWARE EXPRESS 0004182 HD SUPPLY-FORMERLY HOME D
			ACCOUNT TOTAL	395.53	*
	575-5555-485.52-10	22748 12/10/2024	003548 11/22/2024	316.26	0003796 ROUTE 66 BROADBAND LLC
			ACCOUNT TOTAL	316.26	*
	575-5555-485.61-02	22751 12/10/2024	003526 11/10/2024	170.38	0004121 SMART DOCUMENT SOLUTION
			ACCOUNT TOTAL	170.38	*
	575-5555-485.61-04 575-5555-485.61-04	22758 12/10/2024 22758 12/10/2024	003525 11/19/2024 003614 11/26/2024	16.60 16.60	0003830 UNIFIRST CORPORATION 0003830 UNIFIRST CORPORATION
			ACCOUNT TOTAL	33.20	*
	575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17	22732 12/10/2024 22732 12/10/2024 22732 12/10/2024 22732 12/10/2024 22733 12/10/2024 22733 12/10/2024 22733 12/10/2024 22732 12/10/2024 22733 12/10/2024 22733 12/10/2024 22733 12/10/2024	$\begin{array}{c} 003330 & 11/13/2024 \\ 003331 & 11/14/2024 \\ 0033332 & 11/14/2024 \\ 003333 & 11/15/2024 \\ 003334 & 11/15/2024 \\ 0035544 & 11/21/2024 \\ 0035545 & 11/20/2024 \\ 0035545 & 11/20/2024 \\ 0035546 & 11/20/2024 \\ 0035546 & 11/19/2024 \\ 0035596 & 11/14/2024 \\ 0035596 & 11/14/2024 \\ \end{array}$	38.75 76.84 90.44 18.31 18.31 762.64 624.94 622.60 127.12 23.69 69.30	0002612 HARDWARE EXPRESS 0002612 HARDWARE EXPRESS
[.			ACCOUNT TOTAL	2,578.55	*

PREPARED 11/26/24, 13:43:30 PROGRAM GM347U CITY OF NEEDLES		BAN	BANK TRANSFER LIST		PAGE 17 ACCOUNTING PERIOD 06/2025
FUND 575 HOUSING BANK DESCRIPTION	ACCOUNT	** CHECK/PAYMENT ** NO DATE	**** VOUCHER **** NO DÀTE	DISBURSEMENT AMOUNT	VENDOR REFERENCE
PG	GENERAL CHE	CKING			
	WELL	WELLS FARGO BANK - CITY GEI	CITY GENERAL CHECKING TOTAL	13,941.20 *	**
		TOTAL DUE FROM THIS	TOTAL DUE FROM THIS FUND FOR THIS PERIOD	13,941.20 *	***

CITY OF NEEDLES CITY COUNCIL

WARRANT SUMMARY	TOTALS FOR NOVEMBER 26, 2024

101.1023.413 INIXAUGULTY CLERK/COUNCIL/MAYOR \$ - 101.1030.414 CITY CLERK/COUNCIL/MAYOR \$ - 101.1035.416 PLANNING /ZONING \$ - 101.1035.416 PLANNING /ZONING \$ - 101.1040.417 ENGINEERING \$ - 101.1060.410 COMMUNITY PROMOTIONS \$ - 101.1070.410 SENIOR CENTER \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2025.424 BULDING & SAFETY \$ - 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ - 101.5770.452 AQUATICS \$ - 101.5770.452 AQUATICS \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 149,468.55 \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ - \$ 3,948.00 \$ FUND 205 CDBG CDBG - \$	283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.1015.412 CITY ATTORNEY \$ 101.1025.412 CITY MANAGER \$ 101.1025.415 FINANCE DEPT. \$ 101.1030.414 CITY CLERK/COUNCIL/MAYOR \$ 101.1035.416 PLANNING /ZONING \$ 101.104.417 ENGINEERING \$ 101.1060.410 COMMUNITY PROMOTIONS \$ 101.1020.421 SHERIFF \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ 101.5772.452 AQUATICS \$ 101.5772.452 AQUATICS \$ 101.5773.452 JACK SMITH PARK MARINA \$ 101.5774.452 RECREATION \$ 101.5774.452 RECREATION \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 \$ 149.468.55 \$ - \$ 3.948.00 \$ - FUND 205 CDBG \$ - \$ 3.948.00 \$ - \$ -	230,155.00 12,215,772.00 357,148.00 326,356.00 412,663.00 103,690.00 180,551.00 3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.1020.413 CITY MANAGER \$ 101.1025.415 FINANCE DEPT. \$ 101.1030.414 CITY CLERK/COUNCIL/MAYOR \$ 101.1035.416 PLANNING /ZONING \$ 101.1040.417 ENGINEERING \$ 101.1060.410 COMMUNITY PROMOTIONS \$ 101.1020.421 SHERIFF \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ 101.5770.452 AQUATICS \$ 101.5772.452 PARKS \$ 101.5773.452 JACK SMITH PARK MARINA \$ 101.5774.452 RECREATION \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ FUND 205 CDBG \$ FUND 206 CEMETERY \$ \$ \$ 114,902.80 \$	12,215,772.00 357,148.00 326,356.00 412,663.00 103,690.00 180,551.00 3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.1025.415 FINANCE DEPT. \$ 101.1025.415 FINANCE DEPT. \$ 101.1030.414 CITY CLERK/COUNCIL/MAYOR \$ 101.1035.416 PLANNING /ZONING \$ 101.1040.417 ENGINEERING \$ 101.1060.410 COMMUNITY PROMOTIONS \$ 101.1070.410 SENIOR CENTER \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 CODE ENFORCEMENT \$ 50.00 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ 101.5772.452 PARKS \$ 101.5773.452 JACK SMITH PARK MARINA \$ 101.5773.452 JACK SMITH PARK MARINA \$ GENERRAL FUND TOTAL ALL GF DEPARTMENTS \$ 449,468.55 \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ \$ 149,468.55 \$ FUND 205 CDBG FUND 206 CEMETERY \$ \$ 3,948.00 \$	357,148.00 326,356.00 412,663.00 103,690.00 180,551.00 3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.1030.414 CITY CLERK/COUNCIL/MAYOR \$ - 101.1030.414 CITY CLERK/COUNCIL/MAYOR \$ - 101.1030.416 PLANNING /ZONING \$ - 101.1030.417 ENGINEERING \$ - 101.1060.410 COMMUNITY PROMOTIONS \$ - 101.1070.410 SENIOR CENTER \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2020.423 CODE ENFORCEMENT \$ 50.00 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ - 101.5777.452 AQUATICS \$ - 101.5777.452 PARKS \$ - 101.5777.452 RECREATION \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 149,468.55 \$ FUND 102 GEN. FUND CAPITA	326,356.00 412,663.00 103,690.00 180,551.00 3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.1035.416 PLANNING /ZONING \$ - 101.1060.410 COMMUNITY PROMOTIONS \$ - 101.1070.410 SENIOR CENTER \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2025.424 BULDING & SAFETY \$ - 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ - 101.5770.452 AQUATICS \$ - 101.5777.452 PARKS \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - 101.5773.452 RECREATION \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ <	412,663.00 103,690.00 180,551.00 3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.1040.417 ENGINEERING \$ - 101.1040.417 ENGINEERING \$ - 101.1060.410 COMMUNITY PROMOTIONS \$ - 101.1070.410 SENIOR CENTER \$ - 101.2010.421 SHERIFF \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2020.423 CODE ENFORCEMENT \$ - 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ - 101.5772.452 PARKS \$ - 101.5772.452 PARKS \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - 101.5774.452 RECREATION \$ - 101.5774.452 RECREATION \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 34,513.51 \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ - \$ 3,948.00 \$ FUND 205 CDBG <td>103,690.00 180,551.00 3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00</td>	103,690.00 180,551.00 3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.1060.410 COMMUNITY PROMOTIONS \$ 101.1070.410 SENIOR CENTER \$ 101.2010.421 SHERIFF \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2020.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ 101.5770.452 AQUATICS \$ 101.5772.452 PARKS \$ 101.5773.452 JACK SMITH PARK MARINA \$ 101.5774.452 RECREATION \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 149,468.55 FUND 102 GEN. FUND CAPITAL PROJECT \$ FUND 205 CDBG \$ FUND 206 CEMETERY \$	180,551.00 3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.1070.410 SENIOR CENTER \$ 101.1070.410 SENIOR CENTER \$ 101.2010.421 SHERIFF \$ 101.2020.423 ANIMAL SHELTER/CONTROL \$ 101.2025.424 BULDING & SAFETY \$ 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ 101.4730.472 SANITATION \$ 101.5770.452 AQUATICS \$ 101.5772.452 PARKS \$ 101.5773.452 JACK SMITH PARK MARINA \$ 101.5774.452 RECREATION \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 FUND 102 GEN. FUND CAPITAL PROJECT \$ - FUND 205 CDBG \$ - FUND 206 CEMETERY \$ -	3,862,539.00 283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.2010.421 SHERIFF \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2025.424 BULDING & SAFETY \$ - 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ - 101.4730.472 SANITATION \$ - 101.5770.452 AQUATICS \$ - 101.5772.452 PARKS \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - 101.5774.452 RECREATION \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 FUND 102 GEN. FUND CAPITAL PROJECT \$ - FUND 205 CDBG \$ - FUND 206 CEMETERY \$ -	283,098.00 407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2020.423 ANIMAL SHELTER/CONTROL \$ - 101.2020.423 BULDING & SAFETY \$ - 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ - 101.4730.472 SANITATION \$ - 101.5770.452 AQUATICS \$ - 101.5772.452 PARKS \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - 101.5774.452 RECREATION \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 FUND 102 GEN. FUND CAPITAL PROJECT \$ - FUND 205 CDBG \$ - FUND 206 CEMETERY \$ -	407,500.00 806,258.00 744,745.00 143,822.00 249,282.00
101.2025.424 BULDING & SAFETY \$ - 101.2030.423 CODE ENFORCEMENT \$ 50.00 \$ 255,425.13 \$ 101.3010.431 PUBLIC WORKS \$ - \$ 255,039.37 \$ 101.4730.472 SANITATION \$ - \$ 59,421.98 \$ 101.5770.452 AQUATICS \$ - \$ \$ 59,421.98 \$ 101.5772.452 PARKS \$ - \$	806,258.00 744,745.00 143,822.00 249,282.00
101.2030.423 CODE ENFORCEMENT \$ 50.00 101.2030.423 CODE ENFORCEMENT \$ 50.00 101.3010.431 PUBLIC WORKS \$ - 101.4730.472 SANITATION \$ - 101.5770.452 AQUATICS \$ - 101.5772.452 PARKS \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - 101.5774.452 RECREATION \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 FUND 102 GEN. FUND CAPITAL PROJECT \$ - FUND 205 CDBG \$ - FUND 206 CEMETERY \$ -	744,745.00 143,822.00 249,282.00
101.3010.431 PUBLIC WORKS \$ - 101.4730.472 SANITATION \$ - 101.5770.452 AQUATICS \$ - 101.5772.452 PARKS \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - 101.5774.452 RECREATION \$ - 101.5774.452 RECREATION \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ - \$ FUND 205 CDBG \$ - \$ 3.948.00 \$ FUND 206 CEMETERY \$ - \$ 114.902.80 \$	143,822.00 249,282.00
101.4730.472 SANITATION \$ - 101.4730.472 SANITATION \$ - 101.5770.452 AQUATICS \$ - 101.5772.452 PARKS \$ - 101.5773.452 JACK SMITH PARK MARINA \$ - 101.5774.452 RECREATION \$ - GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 FUND 102 GEN. FUND CAPITAL PROJECT \$ - FUND 205 CDBG \$ - FUND 206 CEMETERY \$ -	249,282.00
International AQUATICS \$ - \$ 111,191.65 \$ 101.5770.452 PARKS \$ - \$ 436,813.53 \$ 101.5773.452 JACK SMITH PARK MARINA \$ - \$ 34,513.51 \$ 101.5774.452 RECREATION \$ - \$ 149,468.55 \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 \$ \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ - \$ (29,223.04) \$ FUND 205 CDBG \$ - \$ 3,948.00 \$ FUND 206 CEMETERY \$ - \$ 114,902.80 \$	
101.5772.452 PARKS \$ - \$ 436,813.53 \$ 101.5773.452 JACK SMITH PARK MARINA \$ - \$ 34,513.51 \$ 101.5774.452 RECREATION \$ - \$ 149,468.55 \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 \$ \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ - \$ (29,223.04) \$ FUND 205 CDBG \$ - \$ 114,902.80 \$	
101.5773.452 JACK SMITH PARK MARINA \$ - \$ 34,513.51 \$ 101.5773.452 RECREATION \$ - \$ 149,468.55 \$ 101.5774.452 RECREATION \$ - \$ 149,468.55 \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 \$ \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ - \$ (29,223.04) \$ FUND 205 CDBG \$ - \$ 3,948.00 \$ FUND 206 CEMETERY \$ - \$ 114,902.80 \$	819,419.00
State \$ 149,468.55 \$ 101.5774.452 RECREATION \$ - \$ 149,468.55 \$ GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 \$ \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ - \$ (29,223.04) \$ FUND 205 CDBG \$ - \$ 3,948.00 \$ FUND 206 CEMETERY \$ - \$ 114,902.80 \$	the second s
GENERAL FUND TOTAL ALL GF DEPARTMENTS \$ 50.00 \$ FUND 102 GEN. FUND CAPITAL PROJECT \$ - \$ (29,223.04) \$ FUND 205 CDBG \$ - \$ 3,948.00 \$ FUND 206 CEMETERY \$ - \$ 114,902.80 \$	
FUND 102 GEN. FUND CAPITAL PROJECT \$ - \$ (29,223.04) \$ FUND 205 CDBG \$ - \$ 3,948.00 \$ FUND 206 CEMETERY \$ - \$ 114,902.80 \$	21,771,084.00
FUND 205 CDBG \$ - \$ 3,948.00 \$ FUND 206 CEMETERY \$ - \$ 114,902.80 \$	3,611,336.00
FUND 206 CEMETERY \$ - \$ 114,902.80 \$	
	235,866.00
EUND 208 CALTBANS GRANTS \$ - \$ 215.50 \$	
FUND 210 SPECIAL GAS TAX \$ - \$ 69,180.00 \$	
FUND 213 DEPT OF HOUSE. & COMM DEVL \$ - \$ 12,410.00 \$	
FUND 214 SANBAG NEW LOCAL MEAS I \$ - \$ - \$	
FUND 225 COPS-AB 3229 SUPPLEMENTAL \$ - \$ 66,570.87 \$	
FUND 227 HAZARD MITIGATION \$ - \$ 19,017.00 \$	100,000.00
FUND 233 JACK SMITH PARK MARINA \$ - \$	
FUND 238 STATE RECREATION GRANTS \$ - \$ 898,948.28 \$	
EUND 239 CA.CONSERV RECYLING GRANT \$ - \$ 894.22 \$	
FUND 270 REDEVELOPMENT AGENCY \$ - \$ 370.00 \$	
FUND 470 BDA CAP PROJLOW & MOD. \$ - \$	
FUND 501 NPUA \$ - \$ 934,623.34 \$	
EUND 502 WATER DEPARTMENT \$ 3,212.17 \$ 728,015.00 \$	
FUND 503 WASTEWATER DEPARTMENT \$ 957.85 \$ 451,237.85 \$	
FUND 505 SANITATION \$ - \$ 564,019.15 \$	1,563,015.00
EUND 506 ALL AMERICAN CANAL PROJ. \$ - \$ 45,351.29 \$	5 1,041,800.00
FUND 507 GOLF FUND \$ - \$ 3,451.33	
FUND 507-5761-453 GOLF MAINTENANCE DEPARTMENT \$ 308.30 \$ 674,298.49 \$	5 1,376,182.00
FUND 507-5762-454 GOLF PRO SHOP DEPARTMENT \$ 180.00 \$ 115,919.73 \$	426,928.00
FUND 507 GOLF FUND TOTAL \$ 488.30	
EUND 508 CUST.SVC/UT BUSINESS OFFICE \$ - \$ 149,227.75 \$	
FUND 509 MIS \$ - \$ 73,630.82 \$	
FUND 510 ADMIN. FACILITY \$ 1,471.51 \$ 72,789.77 \$	
FUND 511 FLEET MANAGEMENT \$ - \$ 98,854.68 \$	
FUND 512 VEHICLE REPLACEMENT \$ - \$ 126,225.32 \$	
FUND 520 SR DIAL A RIDE \$ - \$ 33,833.21	
FUND 521 DIAL-A-RIDE MEDICAL TRANS. \$ - \$ 9,994.18 3	
FUND 525 NEEDLES AREA TRANSIT (NAT) \$ - \$ 171,311.63	
FUND 575 HOUSING \$ - \$ 370,325.55 \$	§ 1,311,630.00
ELECTRIC \$ 34,780.27 \$ 5,470,118.29 \$	\$ 12,502,385.00
FUND 581 NPUA CAPITAL ELECTRIC \$ - \$ - 5	\$ 46,073.00
FUND 582 NPUA CAPITAL WATER \$ - \$ 484,521.92 S	\$ 8,084,536.00
FUND 583 NPUA CAPITAL WASTEWATER \$ -	\$ 69,532.00
FUND 650 IMPACT FEES NORTH NEEDLES \$ - \$ 9,021.65	\$ 33,708.00
FUND 651 IMPACT FEES SOUTH AREAS \$ - \$ 4,400.20	\$ 45,912.00 \$ 64,578,386.05
TOTAL ALL FUNDS & DEPARTMENTS \$ 40,960.10 \$ 15,617,233.12 \$	

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

12-3-24 Date an Patrick Martinez, City Manager 12-3-2 y Date Virginia Tasker, City Treasurer

Finance Department

12/3/24 Date

PAGE 1 DISBURSEMENT PERIOD 05/2025		TAKEN A STATE AND A ST	000000000000000000000000000000000000000	
33 S		CHECK	50.00 26,667.45 3,438.53 3,438.53 3,438.53 3,438.53 3,438.53 3,440.89 4,645.00 4,645.00 2,840.89 40,960.10	
PAYABLE PRELIMINARY CHECK REGISTER		CHECK DATE	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	
ស	CKING		WYNNE P.C. LOWER COLORADO ND LLLC OF ENERGY	ALLE ALLER ALLER
PREPARED12/02/2024, 15:40:12 PROGRAM: GM348U CITY OF NEEDLES	NK - CITY GENERAL (VENDOR NAME	ADRIAN CHAVEZ BRAUN BLAISING & WYNNE P.C. DOI-BOR-REGION: LOWER COLORADO FRONTIER RAINIE TORRANCE RAINIE TORRANCE ROUTE 66 BROADBAND LLC U.S. DEPARTMENT OF ENERGY USABLUEBOOK	α
15:4	KGO BA	SBQ#	000000000000000000000000000000000000000	KS
2/02/2024, 3M348U 3EDLES	WELLS FAF	VENDOR	2409 2409 2501 2501 27996 27996 27996 27996 27996	NUMBER OF CHECKS
PREPARED12/02/2024, 15:40:12 PROGRAM: GM348U CITY OF NEEDLES	BANK 04	CHECK	22767 22767 22768 22770 22771 22771 22773 22773	NUMBE

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Agenda Item 7.

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12/02/20 GM346L NEEDLES WELLLS F	PREPARED12/02/2024, 15:46:44 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL C	ACCOUNTS PA CHECKING	PAYABLE CHECK REGISTER	TER BY BANK NUMBER	ACCOUNTI	PAGE 1 NG PERIOD 2025/05 REPORT NUMBER 57
	VENDOR NAME	VOUCHER P.O NO NO NO	O. DATE JO	ACCOUNT	E AMOUN C/RETAI	E C C
	ADRIAN CHAVE2	003626		101-2030-423.52-10	50.00 *	50.00
	BRAUN BLAISING & WYNNE P.	003638	11/26/2024	580-4750-473.31-50	2,417.31 2,417.31 *	2,417.31
	DOI-BOR-REGION: LOWER COL	003632	11/26/2024	580-4750-473.63-10	26,667.46 26,667.46 *	26,667.46
Q	FRONTIER	003616 003617 003617 003618 003621 003621 003622 003623 003623	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	502 - 4710 - 471.52 - 10 503 - 4720 - 475.52 - 10 503 - 4720 - 475.52 - 10 503 - 4720 - 475.52 - 10 510 - 4410 - 405.52 - 10 510 - 4710 - 473.52 - 10 580 - 4750 - 473.52 - 10	371.28 493.04 379.81 1128.30 1128.30 224.04 790.91 790.91 179.76 3,438.53 *	3,438.53
Ť	RAINIE TORRANCE	003639	11/26/2024	580-4750-473.61-01	269.00 269.00 *	269.00
9	ROUTE 66 BROADBAND LLC	003627 003628 003629 003629	11/26/2024 11/26/2024 11/26/2024 11/26/2024	507-5762-454.52-10 507-5761-453.52-10 503-4720-475.52-10 580-4750-473.52-10	180.00 180.00 85.00 200.00 645.00	645.00
œ	U.S. DEPARTMENT OF ENERGY	Y 003631	11/26/2024	580-4750-473.63-10	4,631.91 * 4,631.91 *	4,631.91
61	USABLUEBOOK	003633 003633 003635 003635 003635 003637	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55	208.73 66.58 231.61 114.37 2,219.60 2,840.89 *	2,840.89
				BANK/CHECK TOTAL	40,960.10	40,960.10
			ALL BI	BANKS/CHECKS TOTAL	40,960.10	40,960.10

CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR NOVEMBER 25, 2024

	WARRANT SUMMARY TOT						05 11-1		24.25
			1/25/2024	FL	JND AMT.		25-Nov	_	24-25
FUND 101	GENERAL FUND	\$	154.50					-	
101.1015.412	CITY ATTORNEY	\$	-			\$	23,200.00		90,000.00
101.1020.413	CITY MANAGER	\$	-			\$	81,780.12	\$	230,155.00
101.1025.415	FINANCE DEPT.	\$	150.00			\$	276,525.81		12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	720.44			\$	99,494.79	\$	357,148.00
101.1035.416	PLANNING /ZONING	\$	-			\$	30,977.31	\$	326,356.00
101.1040.417	ENGINEERING	\$	-			\$	117,308.20	\$	412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-			\$	25,075.69	\$	103,690.00
101.1070.410	SENIOR CENTER	\$	-			\$	42,304.99	\$	180,551.00
101.2010.421	SHERIFF	\$	-			\$	1,618,019.45	\$	3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	873.94			\$	120,733.72	\$	283,098.00
101.2025.424	BULDING & SAFETY	\$	252.88		14 State	\$	105,363.68	\$	407,500.00
101.2030.423	CODE ENFORCEMENT	\$	-			\$	222,031.39	\$	806,258.00
and the second se		\$	263.91			\$	250,571.62	\$	744,745.00
101.3010.431	PUBLIC WORKS	\$	200.01		· - 그는 가슴 바람이 아이지 않는 것이 아이지 않는 가 나는 것이 아이지 않는 않는 것이 아이지 않는 않는 것이 아이지 않는 않는 것이 아이지 않는	\$	53,939.87	\$	143,822.00
101.4730.472	SANITATION	\$				\$	109,651.52	\$	249,282.00
101.5770.452.	AQUATICS	\$	26,003.23		. * * - N	\$	430,511.73	\$	819,419.00
101.5772.452	PARKS	\$	1.647.20		이는 일 때 같은 것이 같이 많이 많이 많이 많이 했다.	\$	33,826.16	\$	115,992.00
101.5773.452	JACK SMITH PARK MARINA				1 m m	\$	147,348.04	\$	and the second se
101.5774.452	RECREATION	\$	-	\$	30,066.10	ψ	141,040.04		21,771,084.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS					\$	(29,223.04)		our production in the local process of the local pr
FUND 102	GEN. FUND CAPITAL PROJECT			\$ \$		\$	3,290.00	\$	A DECEMBER OF THE OWNER
FUND 205	CDBG					\$	113,814.84	\$	the second s
FUND 206	CEMETERY	1.5		\$	-	\$	215.50	\$	and the second sec
FUND 208	CALTRANS GRANTS	1.15		\$	-		57,650.00	\$	
FUND 210	SPECIAL GAS TAX			\$	-	\$	12,410.00	\$	the second se
FUND 213	DEPT OF HOUSE. & COMM DEVL			\$	-	\$	12,410.00	-	the second se
FUND 214	SANBAG NEW LOCAL MEAS I			\$	-	\$		\$	
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$	-	\$	66,570.87	\$	
FUND 227	HAZARD MITIGATION			\$	-	\$	19,017.00	\$	and the second se
FUND 233	JACK SMITH PARK MARINA			\$	-	-		\$	
FUND 238	STATE RECREATION GRANTS			\$	849,596.25	\$	898,948.28	\$	
FUND 239	CA.CONSERV RECYLING GRANT			\$	-	\$	894.22		
FUND 270	REDEVELOPMENT AGENCY	100		\$	-	\$	370.00	and statements	
FUND 470	RDA CAP PROJ.LOW & MOD.	1.1.1		\$	-			\$	
FUND 501	NPUA	2.0		\$	-	\$	824,333.67	\$	and the second se
FUND 502	WATER DEPARTMENT	125	1.	\$	853.57	\$	637,870.58		and the second se
FUND 503	WASTEWATER DEPARTMENT		14 5 6 5 6	\$	583.79	\$	435,703.45		
FUND 505	SANITATION	1.1		\$	107,515.20	\$	544,019.15		
FUND 506	ALL AMERICAN CANAL PROJ.			\$	158.35	\$	44,504.29	\$	1,041,800.00
FUND 507	GOLF FUND	\$	-			\$	3,451.33		
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	24,616.95			\$	660,209.52	\$	1,376,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	-			\$	112,182.18	\$	426,928.00
FUND 507-5762-434	GOLF FUND TOTAL	1 Tra		\$	24,616.95				
	CUST.SVC/UT BUSINESS OFFICE		6-16-5-5-5	\$	77.03	\$	147,636.84	\$	477,260.00
FUND 508	MIS			\$	-	\$	69,610.82		
FUND 509				\$	-	\$	72,789.77		
FUND 510	ADMIN. FACILITY			\$	-	\$	97,832.48		
FUND 511		1220	Alter and	\$	260.00	\$	126,225.32		
FUND 512			Y . The second	\$	200.00	\$	33,093.21		And a state of the
FUND 520	SR DIAL A RIDE			\$	-	\$	9,648.18		
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	-		\$		\$	170,283.63		to be a set of the set
FUND 525	NEEDLES AREA TRANSIT (NAT)	-		\$	1,239.21	\$	367,568.72		and the second se
FUND 575	HOUSING						5,312,749.53		12,502,385.00
FUND 580	ELECTRIC			\$	1,310.14	\$	0,012,149.00	\$	and the second se
FUND 581	NPUA CAPITAL ELECTRIC	-		\$	-	\$	404 504 00	-	and the second sec
FUND 582	NPUA CAPITAL WATER			\$	-	\$	484,521.92		
FUND 583	NPUA CAPITAL WASTEWATER			\$	7		0.001.07	\$	and the second sec
FUND 650	IMPACT FEES NORTH NEEDLES			\$	-	\$	the second se	_	and the second se
FUND 651	IMPACT FEES SOUTH AREAS			\$	-	\$			
TOTAL	ALL FUNDS & DEPARTMENTS	5		\$	1,016,276.59	\$	15,100,278.20	1 \$	64,578,386.05
		1					City Code Cha	1.	

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

12-3-24 Date Patrick Martinez, City Manager 12-3-24 Date Tash Virginia Tasker, City Treasurer

3/24 **Finance Department**

Date

PAGE 1 DISBURSEMENT PERIOD 05/2025	DISCOUNTS/RETAINAGE TAKEN	000000000000000000000000000000000000000	
ά	CHECK DISCOUNTS	9260.00 3735.566 3735.566 3959.20 2990.391 2990.391 4826.944 20155.66 4826.944 20155.66 20155	6.59
			1,016,276.59
	CHECK DATE	11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/255/2024 11/255/2024 11/255/2024 11/255/2024 11/255/2024 11/255/2024 11/255/2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 25/2022 2024 2024 25/2022 2024 2024 25/2022 2024 2024 2024 2025 2024 2024 2024	ral.
	VENDOR NAME	E E E E E E E E E E E E E E E E E E E	18 GRAND TOTAL
13:26:3 50 BANK	VEND SEQ# NAME	000000000000000000000000000000000000000	70
RED1: AM: (OF NI	VENDOR NUMBER	14 1 6444444444444444444444444444444444	NUMBER OF CHECKS
	CHECK NUMBER	6554322222222222222222222222222222222222	NUMBE

PAGE 1 RIOD 2025/05 T NUMBER 53	CHECK TOTAL	260.00	25,925.66	107,515.20	373.20	15.93	24,243.75	849,596.25	249.00	853.16	1,590.61	19.99		
ACCOUNTING FERIOD REPORT NUM	TTANCE A	260.00 260.00 *	25,925.66 25,925.66 *	107,515.20 107,515.20 *	84.02 396.62- 144.59 541.21 84.02 84.02 373.20 *	15.93 * 15.93 *	24,243.75 * 24,243.75 *	849,596.25 * 849,596.25 *	249.00 * 249.00 *	133.44 77.57 211.09 72.21 94.94 853.16 *	50.01 1,386.10 154.50 1,590.61 *	19.99 19.99	645.44 150.00 140.11	40.4
ER BY BANK NUMBER	ACCOUNT	512-3020-432.72-16	101-5772-452.72-17	505-4730-472.31-87	507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04	575-5555-485.41-50	507-5761-453.72-17	238-5772-452.72-18	575-5555-485.69-58	580-4750-473.69-22 101-5772-452.43-57 101-5774-452.43-18 502-4710-471.69-22 503-4720-471.69-22 503-4720-471.62-00 101-3010-431.62-00	101-5774-452.62-00 101-5774-452.60-23 101-0000-204.10-00	575-5555-485.61-09	101 - 1030 - 414.55 - 00 101 - 1025 - 415.53 - 00 503 - 4720 - 475.69 - 22	02-4710-471.69-2
PAYABLE CHECK REGISTER	P.O. DATE NO	i Qi	025024 11/25/2024	025027 11/25/2024	11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024	11/25/2024	025057 11/25/2024	025040 11/25/2024	11/25/2024	11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024	11/25/2024 11/25/2024 11/25/2024	11/25/2024	11/25/2024 11/25/2024 11/25/2024	/25/202
ACCOUNTS CHECKING	VOUCHER NO	003549	WT PI0122	PI0120	004941 004945 006028 003503 003504 003522	003523	PI0124	PI0123	003521	.3) 003535 003536 003536 003537 003538 003538 003539	03) 003513 003514 003515	39) 003369	48) 003528 003529 003530	003531003532
4, 13:32:55 RGO BANK - CITY GENERAL	VENDOR	л	RDO AGRICULTURE EQUIPMENT	REPUBLIC SERVICES #78	SIMPSON NORTON CORP.	SOUTHWEST GAS CORP.	STOTZ EQUIPMENT	THREE PEAKS CORP	WAYNE MILLER	WELLLS FARGO (ACCT # 1013)	WELLS FARGO (ACCT # 1203)	WELLS FARGO (ACCT # 343)	WELLS FARGO (ACCT # 514)	
L1/22/2 GM346L WEEDLES WEILS	1	1871	4169	309	1826	284	3631	4139	4205	4133	4130	9 4149	0 4134	
PREPARED1 PROGRAM: CITY OF P	1 32	22669	22670	22671	22672	22673	22674	22675	22676	22677	22678	22679	2268(Agenda Item 7.

CHECK TOTAL	1,290.76	921.52	30.44	1,716.96	796.91	829.21	48.04	1,016,276.59	1,016,276.59
NAL:	1,25.00 1,290.76 *	67.17 209.98 27.34 28.32 158.35 921.52 *	19.99 10.45 30.44	258.74 560.82 363.42 77.03 252.88 252.88 252.88 1,716.96 *	364.26 432.65 796.91 *	55.76 168.18 546.17 59.10 829.21 *	28.05 19.99 48.04 *	1,016,276.59	1,016,276.59
ACCOUNT	101-1030-414.56-00	580 - 4750 - 473 . 69 - 22 580 - 4750 - 473 . 63 - 13 580 - 4750 - 473 . 61 - 04 580 - 4750 - 473 . 61 - 04 580 - 4750 - 473 . 61 - 21 580 - 4713 - 473 . 61 - 01 503 - 4720 - 475 . 57 - 00	502-4710-471.31-90 502-4710-471.52-20	503 - 4720 - 475 . 61 - 04 502 - 4710 - 471 . 61 - 04 580 - 4750 - 471 . 61 - 04 580 - 4710 - 471 . 31 - 40 508 - 4810 - 471 . 31 - 40 101 - 2025 - 423 . 61 - 04 101 - 2025 - 423 . 61 - 04 575 - 5555 - 485 . 61 - 04	101-2020-423.61-04 101-2020-423.58-00	575-5555-485.61-01 575-5555-485.43-02 575-5555-485.72-17 575-5555-485.61-29	575-5555-485.56-00 575-5555-485.61-09	BANK/CHECK TOTAL	BANKS/CHECKS TOTAL
P.O. DATE NO	11/25/2024	11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024	11/25/2024 11/25/2024	11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024	11/25/2024 11/25/2024	11/25/2024 11/25/2024 11/25/2024 11/25/2024	11/25/2024 11/25/2024	-	ALL BAI
VENDOR VOUCHER NAME NO	LS FARGO (ACCT # 5148) 003533	LS FARGO (ACCT # 5585) 003505 003506 003507 003508 003509 003510 003511	LS FARGO (ACCT # 5775) 003363 003364	LS FARGO (ACCT # 6046) 003355 003357 003357 003359 003359 003361 003361 003361	LIS FARGO (ACCT # 6047) 003392 003393	LLS FARGO (ACCT# 0806) 003365 003366 003367 003368	LLS FARGO (ACCT# 3866) 003370 003371		
CK VENDOR NO	0 4134	4128	4132	4127	4 4131	5 4116	4115		
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City of Needles, California Request for City Council Action

		🛛 Regular 🔲 Special
Meeting Date:	November 26, 2024	34
Title:	Warrants	
Background:	n/a	
Fiscal Impact:	See attached Warrant Registers	
Environmental Impact:	n/a	
Recommended Action:	Approve the Warrant Registers through No	ovember 26, 2024.
Submitted By:	Ken McDonald, Interim Director of Finance	e
City Manager Approval:	Pater from	Date: <u>/2 - 3 - 2</u> Y Date:
Other Department Approva	al (when required):	Date:
Approved: Not A	Approved: Tabled:	Other:

CITY OF NEEDLES CITY COUNCIL RANT SUMMARY TOTALS FOR NOVEMBER 26, 2024

	WARRANT SUMMARY TOT	ALS	FOR NOVEMBI	ER 26,	2024				
		1	1/26/2024	FU	ND AMT.		26-Nov	-	24-25
FUND 101	GENERAL FUND	\$	1,829.45						
	CITY ATTORNEY	\$	5,800.00			\$	23,200.00	\$	90,000.00
	CITY MANAGER	\$	619.58			\$		\$	230,155.00
	FINANCE DEPT.	\$	6,774.15		Cresting &	\$	184,710.92	\$	12,215,772.00
	CITY CLERK/COUNCIL/MAYOR	\$	421.99			\$	85,400.00	\$	357,148.00
	PLANNING /ZONING	\$	276.48			\$	28,663.04	\$	326,356.00
	ENGINEERING	\$	863.73		Solution with a	\$	97,371.80	\$	412,663.00
10111010111		\$	3,529.25			\$	23,075.69	\$	103,690.00
	COMMUNITY PROMOTIONS	\$	10,791.35			\$	39,969.25	\$	180,551.00
10 11101 01110	SENIOR CENTER	\$	300,265.33				1,582,064.86	\$	3,862,539.00
and the second se	SHERIFF	\$	4,828.02		a la charle	\$	102,396.84	\$	283,098.00
101.2020.423	ANIMAL SHELTER/CONTROL		276.48			\$	91,119.45	\$	407,500.00
101.2025.424	BULDING & SAFETY	\$			2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$	198,156.23	\$	806,258.00
101.2030.423	CODE ENFORCEMENT	\$	14,033.07			\$	221,254.25	\$	744,745.00
101.3010.431	PUBLIC WORKS	\$	6,058.63			-	51,262.04	φ ¢	143,822.00
101.4730.472	SANITATION	\$	-		1.00	\$		\$	249,282.00
101.5770.452.	AQUATICS	\$	487.01			\$	106,590.00	<u> </u>	819,419.00
101.5772.452	PARKS	\$	5,763.64			\$	361,119.17	\$	
101.5773.452	JACK SMITH PARK MARINA	\$	-			\$	28,265.86		115,992.00
101.5774.452	RECREATION	\$	257.11	2.2010		\$	124,241.18		422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	H		\$	362,875.27				21,771,084.00
FUND 102	GEN. FUND CAPITAL PROJECT	Ū,6(-		\$		\$	(29,223.04)		
FUND 205	CDBG			\$	15.50	\$	3,290.00		107,900.00
FUND 206	CEMETERY			\$		\$	104,472.96		235,866.00
FUND 208	CALTRANS GRANTS	nsgara	end e fa filmi	\$	15.50	\$	215.50	-	
FUND 210	SPECIAL GAS TAX	×		\$	-	\$	57,650.00		256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL			\$	-	\$	12,410.00	_	
FUND 214	SANBAG NEW LOCAL MEAS I	ion / i		\$	-			\$	
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$	8,952.75	\$	66,570.87	\$	
FUND 227	HAZARD MITIGATION	10,21		\$	6,930.00	\$	19,017.00	\$	100,000.00
FUND 233	JACK SMITH PARK MARINA		Sector Sector Sector	\$	-			\$	
FUND 238	STATE RECREATION GRANTS	1.5	A DEL WITH STAT	\$	1 2	\$	49,352.03	\$	1,285,000.00
FUND 238 FUND 239	CA.CONSERV RECYLING GRANT	- Alto	Water Carl	\$	-	\$	894.22	\$	25,436.00
	REDEVELOPMENT AGENCY			\$	-	\$	370.00	\$	20,000.00
FUND 270	RDA CAP PROJ.LOW & MOD.		たり感染には	\$	-			\$	40,000.00
FUND 470		121.16		\$	1,068.94	\$	721,192.20	\$	2,668,939.00
FUND 501				\$		\$		\$	2,222,678.00
FUND 502		(Text)	이 같은 것이 같은	\$	16,154.95	\$	405,113.85		
FUND 503	WASTEWATER DEPARTMENT			\$	107,003.94	\$			1,563,015.00
FUND 505	SANITATION			\$	1,104.57	\$			1,041,800.00
FUND 506	ALL AMERICAN CANAL PROJ.	6	143.30	φ	1,104.07	\$	3,451.33		1,011,000.00
FUND 507	GOLF FUND	\$		C-W		\$	470,316.94		1,376,182.00
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	8,063.42			\$	101,693.49	_	
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	3,078.90	-	44 005 00	Þ	101,093.49	-	420,320.00
FUND 507	GOLF FUND TOTAL			\$	11,285.62		404 072 02	-	477 260 00
FUND 508	CUST.SVC/UT BUSINESS OFFICE			\$	463.38		121,073.23		
FUND 509	MIS	Nº s		\$	7,751.28	_	66,141.83		
FUND 510	ADMIN. FACILITY	Contra 1	- Carlo and Mark	\$	4,741.94		70,397.87		
FUND 511	FLEET MANAGEMENT	CARGE I		\$		\$	83,354.85		291,071.00
FUND 512	VEHICLE REPLACEMENT			\$	-	\$	125,965.32		
FUND 520	SR DIAL A RIDE	10.031		\$	7,369.16		33,093.21		
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$	2,012.23		9,648.18		
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$	37,828.85		170,283.63		
FUND 575	HOUSING			\$	1,890.16	\$		_	5 1,311,630.00
FUND 580	ELECTRIC			\$	143,790.30	\$	5,142,734.08	19	5 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC			\$	-			9	
	NPUA CAPITAL ELECTRIC			\$	1,287.50	\$	484,521.92	9	8,084,536.00
FUND 582	NPUA CAPITAL WATER			\$				1	
FUND 583	IMPACT FEES NORTH NEEDLES	1		\$	-	\$	9,021.65	19	
FUND 650	IMPACT FEES NORTH NEEDLES			\$	3,613.00			1	45,912.00
FUND 651	ALL FUNDS & DEPARTMENTS			\$	747,678.70		13,105,163.84		64,578,386.05
TOTAL	ALL FUNDS & DEPARTMENTS	1	AND STREET		111,010110	1 million (1997)	Oite Code Ch		

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

a Patrick Martinez, City Manager 10

<u>2-3-0</u> Date 7 24 11-19 Date

11/19/2024 Date **Finance Department**

Virginia Tasker, City Treasurer

PAGE DISBURSEMENT PERIOD 05/2025	S AC 1	
: REGISTER	CHECK AMOUNT	18, 200.00 6, 53.33 1, 341.00 6, 95.000 6, 95.000 6, 95.000 6, 95.000 6, 95.000 6, 95.000 11, 15 12, 110 12, 110.00 12, 120.000 12, 120.000 13, 120.000 12, 120.000 12, 120.000 13, 120.000 12, 120.000 12, 120.000 12, 120.000 13, 120.000 12, 120.000 13, 120.000 12, 120.000 13, 120.000 14, 056.111 12, 120.000 13, 120.000 12, 120.000 13, 120.000 13, 120.000 14, 056.000 14, 056.000 12, 120.000 13, 120.000 12, 120.000 13, 120.000 14, 056.000 14, 056.000 12, 120.000 12, 120.000 12, 120.000 13, 120.000 13, 120.000 14, 056.000 14, 056.000 12, 056.0000 12, 056.0000 12, 0
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5 ACCOUNTS PAYABLE - CITY GENERAL CHECKING	VENDOR NAME	UA CALIENTE A MACAV POWER S AZON CAPTTAL SE GEL'S TOUCH MOE GELLS TOUCH MOE GELLS TOUCH MOE GELLS TOUCH MOE GELLS TOUCH MOE GELLS DOCUMENT LAS FLANNING SO ADDIE CONTRATER GE ENERGENCY INC CONTRET SOLUTI SET BEST & KAREG GE ENERGENCY INC CONTRET SOLUTING SC TOTORENT MATTER ANALE ALLE DEPT. OF T ANTURY LINK CORP. CONTRATER CONTRATER CONTRATER ALAMOND PURE WATE CONTRATES ANDARE EXPRESS ANDARE ANDARE ANDER ANDARE ANDER ANDARE ANDER ANDARE ANDER ANDARE ANDARE ANDARE ANDER ANDARE ANDER ANDARE ANDER ANDARE ANDAR
11:08:2 GO BANK	- #Ŏ 	
1/15/2024, 11 GM348U EEDLES WELLS FARGO	VENDOR NUMBER	- MI 44440 WUHW4400 4WW 44 004WW4 W4 HIWW 4 0 0 WU 01010040WU9000000000000000000000000000000000
FREFARED11/15/2024, PROGRAM: GM348U CITY OF NEEDLES BANK 04 WELLS FARG	CHECK NUMBER	∞ 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

nda Item 7.

PERIOD 05/2025		
DISBURSEMENT	DISCOUNTS/RETAINAGE TAKEN	
K REGISTER	CHECK AMOUNT	3,750.00 875.00 875.00 875.00 875.00 875.00 875.00 14,125.77 534.72 534.72 534.72 534.72 534.72 534.72 534.72 534.72 534.72 534.72 1441.00 1441.23 6441.23 7,888.79 7,888.70 506.80 1441.00 1441.00 1388.77 7,888.70
PAYABLE PRELIMINARY CHECK REGISTER	CHECK DATE	11/26/2024 11/26/2024
5 ACCOUNTS - CITY GENERAL CHECKING	К.	OLIC CHUR N HORTICULT EMPEY LLP MAC S LLC S LLC CONCEPTS & SECURIT AND ASSOCI AND ASSOCI
24, 11:08:2 FARGO BANK	- #0	00000000000000000000000000000000000000
0	VENDOR NUMBER	ER OF CHECKS
PREPARED11/15/2 PROGRAM: GM348U CITY OF NEEDLES BANK 04 WELLS	: 88	NUMBER

PAGE 1 CD 2025/05 NUMBER 49	CHECK TOTAL	18,200.00	653.33	87.25	1,341.00	367.99	65.00	6,930.00	95.00	699.60	489.95	48.45	72.00	
PAG ACCOUNTING PERIOD REPORT NUMBE	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	18,200.00 18,200.00 *	653.33 653.33 *	87.25 87.25 *	1,341.00 + 1,341.00 +	367.99 367.99 *	65.00 65.00 *	6,930.00 6,930.00 *	95.00 95.00 *	699.60 699.60 *	22.90 44.30 35.55 44.01 343.19 489.95 *	48.45 48.45	72.00 72.00 *	33.02 11.55 11.55 11.55 37.08 805.55 15.55 15.55 15.50
ER BY BANK NUMBER	ACCOUNT	580-4750-473.63-10	580-4750-473.61-21	101-1040-417.61-01	101-2020-423.58-00	575-5555-485.55-00	575-5555-485.31-90	227-4730-472.31-90	510-4410-405.30-25	506-4713-477.31-50	507-5761-453.43-04 507-5761-453.43-04 507-5761-453.63-00 101-3010-431.43-04 507-5761-453.43-04	507-5761-453.63-00	507-5762-454.43-08	101 - 1020 - 413.61 - 02 101 - 2025 - 424.61 - 02 101 - 1035 - 416.61 - 02 101 - 1040 - 417.61 - 02 101 - 2010 - 421.43 - 03 101 - 2010 - 421.61 - 04 101 - 3010 - 421.61 - 04 101 - 5774 - 452.60 - 24 205 - 0000 - 3452.60 - 24 208 - 3010 - 431.71 - 22
PAYABLE CHECK REGISTER	P.O. DATE NO	11/26/2024	11/26/2024	11/26/2024	11/26/2024	11/26/2024	11/26/2024	025010 11/26/2024	11/26/2024	11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024	11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024
ACCOUNTS CHECKING	VOUCHER	003187	003073	002966	002951	003290	003238	PI0110	002967	003243	002968 002969 003061 003074 003189	003188	003190	003276 003277 003277 0032280 003281 003281 003281 003283 003283 003288
, 11:16:00 GO BANK - CITY GENERAL	VENDOR	3305 AGUA CALIENTE	1924 AHA MACAV POWER SERVICE	1 AMAZON CAPITAL SERVICES	4034 ANGEL'S TOUCH MOBILE VETE	4137 ANGELICA DEERMER	4216 ASSURED DOCUMENT DESTRUCT	4168 ATLAS PLANNING SOLUTIONS	2629 BARON PEST SOLUTIONS	480 BEST & KRIEGER LLP	178 BIG O TIRES & NAPA AUTO P	3313 BLUE RIVER WATER CORP.	3392 BUG EMERGENCY INC.	1213 CALIFORNIA DEPT. OF TAX &
PREPARED11/15/2024 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FAR	CHECK VENDOR NO NO	22588	22589 1	22590	22591	22592	22593	22594	22595	22596	22597	22598	22599	0 92 77 <i>Ager</i>

PAGE 2 IOD 2025/05 NUMBER 49	CHECK TOTAL	519.00	11.15	449.00	728.21	9,123.19	619.80	893.32	618.25	6,650.00	
ACCOUNTING PERI REPORT	OF DI	12.15 49.61 79.01 143.30 519.00	11.15 11.15 *	449.00 * 449.00	728.21 728.21 *	9,093.19 30.00 9,123.19 *	619.80 619.80 *	165.97 165.98 210.00 210.00 17.62 17.62 893.32 *	49.64 57.43 46.12 86.12 86.83 752.73 64.95 138 618.22 86.97 86.97 86.95 86.95 86.95 86.83 86.12 86.53 86.12 86.53 86.12 86.53 86.12 86.53 86.54 86.12 86.53 86.54 86.12 86.555 87.555 86.5555 86.555 86.555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.5555 86.55555 86.55555 86.55555 86.555555 86.555555 86.5555555555	2,128.00 1,130.50 598.50 2,793.00 6,650.00 *	42.00
ER BY BANK NUMBER		503-4720-475.43-02 507-5761-453.43-04 508-4810-478.49-02 507-0000-203.00-00	507-5762-454.52-10	507-5762-454.61-09	502-4710-471.55-00	101-1070-410.43-04 101-1070-410.43-04	502-4710-471.60-55	580 - 4750 - 473 .69 - 22 502 - 4710 - 471 .69 - 22 502 - 4710 - 471 .61 - 21 580 - 4750 - 473 .61 - 21 580 - 4750 - 473 .69 - 22 502 - 4710 - 471 .69 - 22 507 - 5762 - 454 .61 - 06	101 - 2020 - 423 . 62 - 00 502 - 4710 - 471 . 62 - 00 502 - 4710 - 471 . 62 - 00 580 - 4750 - 473 . 62 - 00	101-1060-410.53-05 502-4710-471.53-05 503-4720-475.53-05 580-4750-473.53-05	510-4410-405.61-01 503-4720-475.43-02
РАҮАВЫЕ СНЕ(P.O. DATE NO	11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024	11/26/2024	11/26/2024	025064 11/26/2024 025064 11/26/2024	11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	025037 11/26/2024 025037 11/26/2024 025037 11/26/2024 025037 11/26/2024	11/26/2024 11/26/2024
5 ž	VOUCHER	003286 003287 003288 003288	003191	003316	003313	: PI0109 PI0115	003327	002974 002975 002975 002977 002977 003150 003150 003192	003075 003075 003194 003195 003196 003320 003321 003321 0033221 0033221	R PI0111 PI0112 PI0113 PI0114 PI0114	002952 002970
11:16:00 O BANK - CITY GENERAL	VENDOR	CALIFORNIA DEPT. OF TAX &	CENTURY LINK CORP.	CLUB CADDIE	COLIN TSOSIE	CRAIG PLUMBING CONTRACTOR	DANA KEPNER COMPANY INC.	DECO FOODSERVICE INCORP.	DESERT SUN OIL CORP.	DEVELOPMENT MANAGEMENT GR	DIAMOND PURE WATER
PREPARED11/15/2024, PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARG	VENDOR NO	1213	3035	4138	4217	2012	2934	440	4 0 5 4 4	3523	3580
PREPARED PROGRAM: CITY OF 1 BANK 04	CHECK NO		22601	22602	22603	22604	22605	22606	22607	22608	Agenda Item 7.

PAGE 3 PERIOD 2025/05 ORT NUMBER 49	CHECK TOTAL	120.00	26,667.46	136.65	9.54	89.22	662.57	
ACCOUNTING PER REPORT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	30.00 36.00 120.00 *	26,667.46 26,667.46 *	136.65 136.65 *	9.54 \$	89.22 89.22 *	24.55 24.55 24.55 24.55 24.55 20.101 20.101 20.101 20.1000 20.1000 20.100 20.100 20.100 20.100 20.100 20.100 2	88 23.67 32.66 35.04 51.66 351.04 36.27
STER BY BANK NUMBER	ACCOUNT	1-57 0-44	580-4750-473.63-10	507-5761-453.43-04	507-5762-454.61-09	501-0000-211.00-00	503-4720-475.43-02 503-4750-475.43-02 580-4750-473.60-55 580-471.60-55 580-471.60-55 502-471.60-55 502-471.60-55 507-5761-471.60-55 507-5761-473.60-11 101-1070-410.43-01 101-5772-452.63-01 101-5772-452.43-01 101-5772-452.61-06 100-5772-452.61-06 100-5772-452.6	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
K REGI	P.O. DATE NO	11/26/2024 11/26/2024	11/26/2024	11/26/2024	11/26/2024	11/26/2024	11/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024 111/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024
	VOUCHER NO	003010	сог 002953	002954	002978	TR UT	0029555 0029556 0029556 0029559 0029559 0029559 0029559 0029559 0029559 0029559 0029559 0029559 0029559 002302880 000300881 00030080 00030080 00030080 00030080 00030080 00030080 00030080 00030080 00030080 00030080 00030080 00030080 00030080 000300000000	0029983 0029883 0029883 0029885 0029885 0029885 0029885 29885 29885 29885
11:16:	VENDOR	DIAMOND FURE WATER	DOI-BOR-REGION: LOWER C	EBERHARD EQUIPMENT	FOREUP GOLF SOFTWARE	GOERING - SWANSON FAMILY	HARDWARE EXPRESS	HARDWARE EXPRESS
11/15/2 GM346L NEEDLES WELLS	VENDOR NO	3580	501	4066	4092	Ļ	2612	261.2
PREPARED PROGRAM: CITY OF BANK 04	ECK	22609	22610	22611	22612	22613	22614	ST 19 20 20 Agenda Iten

025,	AMOUNT CHECK (RETAIN) TOTAL	* 1,243.73	52.74	*	0 * 4,698.00	5 2 * 2,663.57	0 * 1,000.00	0 * 950.00	0 0 0 * 12,110.00	4 * 89.74	VOIDED 2 3 3 4
,	REMITTANCE A (NET OF DISC/R	66.51 15.519 164.546 164.54 32.32 32.32 1,243.77	52.74 52.74	70.00 70.00 70.000 70.000 140.000 280.000 175.000 980.000	4,698.00 4,698.00	2,489.02 2,663.57	1,000.00	950.00	6,055.00 2,058.00 1,939.00 2,058.01 12,110.00	7.98 7.98	2,913.7 97.7 43.4 1,554.4 874.4 250.8
TER BY BANK NUMBER	ACCOUNT	575-5555-485.43-02 575-5555-485.43-02 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.72-17	575-5555-485.43-02	101 - 2020 - 423.52 - 10 101 - 2030 - 423.52 - 10 508 - 4810 - 478.52 - 10 503 - 4720 - 475.52 - 10 503 - 4710 - 471.52 - 10 580 - 4750 - 473.52 - 10 580 - 4750 - 473.52 - 10 101 - 3010 - 431.52 - 10	101-3010-431.61-09	507-5761-453.60-10 507-5761-453.60-10	502-4710-471.31-40	580-4750-473.56-00	101-1025-415.31-90 502-4710-471.31-90 503-4720-475.31-90 580-4750-473.31-90	243-3010-431.31-16	502 - 4710 - 471.41 - 10 580 - 4750 - 473.41 - 11 101 - 5772 - 452.41 - 20 101 - 5772 - 452.41 - 20 101 - 5772 - 452.41 - 10 101 - 5772 - 452.41 - 20 101 - 5772 - 452.41 - 20
PAYABLE CHECK REGISTER	.o. DATE NO	11/26/20 11/26/20 11/26/20 11/26/20 11/26/20	11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024	11/26/2024 11/26/2024	11/26/2024	11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024
ACCOUNTS CHECKING	VOUCHER F	003202 003203 003204 003205 003205 003205	E D 003026	INC. 003086 003087 003088 003088 003089 003090 003091 003091	003208	003209 003210	EMY 003212	IN 003213	INC 002989 002990 002991 002991	CO. 003214	002095 0030094 0030094 0030095 003005 005005 005005 005005 005005 005005 005005
024, 11:16:00 PARGO BANK - CITY GENERAL	VENDOR	HARDWARE EXPRESS	HD SUPPLY-FORMERLY HOME	HORIZON TECHNOLOGIES II	IWORQ	JIM DAVIS, LLC	KRUGER'S TRAINING ACADEMY	LANDIS+GYR TECHNOLOGY,	MV CHENG & ASSOCIATES	NEWS WEST PUBLISHING C	NPUA NPUA
PREPARED11/15/202. PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS PA		2612	4182	3864	3800	4064	τ	3977	4196	218	1786 1786
PREPARED PROGRAM: CITY OF BANK 04	, <u>134</u>	22615	22616	22617	22618	22619	22620	22621	22622	22623	\$2 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7

PAGE 5 PERIOD 2025/05 ORT NUMBER 49	CHECK TOTAL	34,056.11	65.52	535.88	149.02
ACCOUNTING PER. REPORT	ΞÇ,	34, 056.075 34, 058880 364.99 121.99 121.99 121.99 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.58 2555.63 2555.58 2555.58 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.63 2555.58 2555.63 2555.58 2555.63 2555.58 2555.63 2555.58 2555.63 2555.58	65.52 65.52 *	231.96 303.92 535.88 *	149.02 * 149.02 *
STER BY BANK NUMBER	ACCOUNT	101-5772-452.41-10 101-2020-423.41-10 101-2020-423.41-10 510-4410-405.41-20 510-4410-405.41-20 510-4410-405.41-20 502-4710-471.41-10 503-4720-475.41-20 503-4720-475.41-20 503-4720-475.41-10 503-4720-475.41-10 503-4720-475.41-10 503-4720-471.41-10 503-4720-475.41-10 503-4720-475.41-10 503-4720-471.41-10 503-4720-475.41-10 503-4720-475.41-10 503-4720-475.41-10 503-4750-475.41-10 503-4750-471.41-10 502-4710-471.41-10 502-4710-471.41-10 502-4710-471.41-10 502-4710-471.41-10 502-4710-471.41-10 502-4710-471.41-10 500-4750-475.41-10 101-1070-410.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11	508-4810-478.31-46	101-1020-413.55-00 101-1020-413.55-00	501-0000-211.00-00
AYABLE CHECK REGI	P.O. DATE NO	111/26/2024 111/26/2024	11/26/2024	11/26/2024 11/26/2024	11/26/2024
STN D	VOUCHER I NO	00033101 0033100 0033100 0033100 00031003200 00032255 00032255 00032266 00032266 00032266 00032266 00032266 00032266 00032266 00032266 0003200 0003200 0003200 0003300 0003000 0003000 000000	NN SERVIC 002994	002960 003314	racy kao ut
, 11:16:00 GO BANK - CITY	VENDOR	AUAN	ONLINE INFORMATION	PATRICK MARTINEZ	. PFF MANAGEMENT/TRACY
11/15/2 GM346L NEEDLES WELLLS	VENDOR	5 1786	26 3315	27 3767	28
PREPAREL PROGRAM: CITY OF BANK 04	CHECK NO	2262	22626	22627	Agenda Item 7.

PAGE PERIOD 2025, PORT NUMBER	JNT CHECK AIN) TOTAL	* 11,702.12	* 537.48	* 109.34	* 793.11	* 200.00	* 326.58	+ 9,130.44	* 107,970.64	* 37.59	* 309,181.00	* 3,750.00	* 875.00	* 620.00	* 2,129.14	
ACCOUNTING	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	11,702.12 11,702.12	58.17 479.31 537.48	109.34 109.34	793.11 793.11	200.00	326.58 326.58	9,002.94 127.50 9,130.44	966.70 107,003.94 107,970.64	37.59 37.59	300,228.25 8,952.75 309,181.00	3,750.00 3,750.00	875.00 875.00	620.00 620.00	2,129.14 2,129.14	165.80 113.00 226.00 288.84
TER BY BANK NUMBER	ACCOUNT	580-4750-473.31-90	508-4810-478.61-01 510-4410-405.61-31	507-5761-453.63-00	501-0000-211.00-00	502-4710-471.31-20	101-5772-452.43-04	575-5555-485.43.54-62	503-4720-475.59-18 505-4730-472.31-87	501-0000-211.00-00	101-2010-421.31-80 225-2010-421.31-80	580-4750-473.54-62	580-4750-473.54-62	101-3010-431.61-05	507-5761-453.61-08	101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50
PAYABLE CHECK REGISTER	P.O. DATE NO	ů.	11/26/2024 11/26/2024	11/26/2024	11/26/2024	11/26/2024	11/26/2024	11/26/2024 11/26/2024	11/26/2024 025027 11/26/2024	11/26/2024	11/26/2024 11/26/2024	11/26/2024	11/26/2024	11/26/2024	11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024
ACCOUNTS CHECKING	VOUCHER	PI0108	002995 003215	002999	UT	003216	003106	002996 002997	002998 PI0116	បរា	DEPA 003037 003038	RC 003218	003211	003240	LTU 003217	РНҮ 003039 003040 003041 003041 003042
024, 11:16:00 Fargo bank - CITY GENERAL	VENDOR NAME		QUILL LLC	R & R PRODUCTS INC.	RAMPEL, RANDY	RAYA PRIMARY CARE	RDO EQUIPMENT COMPANY	REINKE A/C CORP.	REPUBLIC SERVICES #78	ROBLES, JUAN	S.B.COUNTY SHERIFF'S DE	SAINT. ANN CATHOLIC CHURC	SCOTT JONES	NMODUNIS XA SUUDOMIN	SIMPLOT TURF & HORTICULTU	SLOVAK BARON EMPEY MURPHY
PREPARED11/15/2024, PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARG	1	239	15	818	.⊢1	4185	644	2861	309	1	3361	4215	4214	3437	4001	3344
PREPARED PROGRAM: CITY OF BANK 04		22629	22630	22631	22632	22633	22634	22635	22636	22637	22638	22639	22640	22641	22642	°F 79 72 <i>Agenda</i>

PREPARED PROGRAM: CITY OF BANK 04	11/15/2 GM346L NEEDLES WELLS	11:16:00 O BANK - CITY GENERAL	ACCOUNTS PA CHECKING	PAYABLE CHECK REGISTER	BY BANK NUMBER	ACCOL	805 805
CHECK NO	VENDOR	VENDOR	VOUCHER P. NO NO	.O. DATE NO	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK
9 9 7 7 7 7 7 7 7	ቱ ድ ይ	SLOVAK BARON EMPEY MURPHY	<pre></pre>	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	101 - 2030 - 423 .31 - 50 101 - 1025 - 415 .31 - 50 101 - 1030 - 475 .31 - 50 101 - 1030 - 475 .31 - 50 101 - 2030 - 473 .31 - 50 101 - 2030 - 423 .31 - 50	2,340.20 3460.20 3466.43 3466.43 3466.440 3346.50 2933.80 2933.34 208.50 2033.33 11,933.33 208.50 203.33 208.50 203.33 208.50 20	27,506.57
22644	281	SMART & FINAL CORP.	003015 003016	11/26/2024 11/26/2024	101-0000-204.10-00 101-5774-452.61-06	223.45 79.82 303.27 *	303.27
22645	3929	STAR NURSERY, INC	003107	11/26/2024	101-5772-452.43-34	601.92 601.92 *	601.92
22646	3631	STOTZ EQUIPMENT	003062	11/26/2024	507-5761-453.43-04	142.76 142.76 *	142.76
22647	231	THE MERLIN GROUP	003068	11/26/2024	507-5762-454.44-10	558.46 558.46 *	558.46
22648	4008	THE PRINTER GUYS LLC	003001 003007 003011 003011 003013 003014 003291	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	506-4713-477.61-01 101-1025-415.61-01 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2025-424.61-02 101-2030-423.61-02 508-4810-478.61-02	404.97 159.97 214.25 214.25 214.25 214.25 169.00 1,590.94 *	1,590.94
22649	r⊶ł	THOMPSON FAMILY PLUMBING	003017	11/26/2024	101-1070-410.43-04	85.00 85.00 *	85.00
05920 757 <i>Age</i>	3950	TKE ENGINEERING INC	003006 003024 003025 FI0101 025	11/26/2024 11/26/2024 11/26/2024 11/26/2024 5008 11/26/2024	101-0000-204.03-01 101-0000-204.03-01 101-5770-452.31-90 582-4710-471.71-08	696.00 350.00 225.00 1,287.50	

PAGE 8 IOD 2025/05 NUMBER 49	CHECK TOTAL	14,126.50	4,051.65	47,210.24	534.72	68.49	1,401.25	53,362.27	243.10
ACCOUNTING PERIOD REPORT NUM	2 2	1,400.00 5,270.00 3,613.00 387.50 210.00 210.00 350.00 14,126.50 *	748.59 403.08 1,482.94 1,381.70 4,051.65 *	5,827.33 1,163.72 378.11 1,217.94 599.50 35,331.53 2,497.32 47,210.24 *	489.72 45.00 534.72 *	634.39 634.39 68.49 68.49	1,401.25 1,401.25 *	8,002.48 3,442.50 21,792.08 19,877.09 248.12 53,362.27 *	81.03 81.04 81.03 243.10 *
ER BY BANK NUMBER	ACCOUNT	102 - 5772 - 452 .72 - 18 580 - 4750 - 473 .31 \cdot 16 651 - 4720 - 475 .69 - 88 101 - 1040 - 417 .31 - 16 101 - 1040 - 417 .31 - 16 101 - 0000 - 204 .03 - 01 101 - 0000 - 204 .03 - 01 101 - 5770 - 452 .31 - 90	507-5761-453.31-90 507-5762-454.31-90 507-5761-453.31-90 507-5762-454.31-90 507-5762-454.81-09	520 - 4740 - 462.32 - 90 520 - 4740 - 462.51 - 20 520 - 4740 - 462.51 - 20 521 - 4740 - 462.52 - 00 521 - 4740 - 462.51 - 20 521 - 4740 - 462.51 - 20 521 - 4770 - 461.32 - 90 525 - 4770 - 461.32 - 90	101-5772-452.52-10 101-5774-452.43-18	101-5774-452.43-18 101-5774-452.43-18 101-3010-431.61-05	101-1060-410.31-75	580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10	503-4720-475.49-14 580-4750-473.49-14 502-4710-471.43-04
PAYABLE CHECK RI	P.O. DATE NO	00000 117844 11488 11488	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024 11/26/2024	11/26/2024 11/26/2024 11/26/2024	025054 11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024 11/26/2024 11/26/2024
Ŭ M	VOUCHER	P10102 P10103 P10104 P10105 P10106 003070 003071 003072	003063 003064 003065 003065 003066	003055 003055 003055 003055 003055 003055 003055 003055 003055	ry 003149 003221	003244 003245 003246	LA PI0107	∃Y 003021 003222 003223 003224 003224 003226	RT 002971 002972 002973
4, 11:16:00 RGO BANK - CITY GENERAL	R VENDOR NAME	50 TKE ENGINEERING INC	17 TOUCHSTONE GOLF LLC	73 TRANSPORTATION CONCEPTS	14 TRI STATE FIRE & SECURITY	772 TRI-STATE ACE HARDWARE	07 TRIPEPI SMITH AND ASSOCIA	'98 U.S. DEPARTMENT OF ENERGY	315 UNDERGROUND SERVICE ALERT
PREPARED11/15/202 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FA	K VENDOR NO	2 2 3 3 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	651 39	33	653 301	54	2655 4207	656 27	22657 3:
PREPARED PROGRAM: CITY OF BANK 04	CHECK NO	5 5	22	2265.	22	226	22	22	Age

PAGE DD 20: NUMBER	CHECK TOTAL	1,058.95	441.23	2,766.00	644.00	138.12	506.80	144.00	
ACCOUNTING PERIC REPORT I	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	1 2 2 2 2 2 2 2 2 2 2 2 2 2	441.23 441.23 *	2,766.00 2,766.00 *	322.00 322.00 644.00 *	138.12 138.12 *	50.68 81.09 81.09 81.09 500.68 200.68 85 501.36 80 6.80 80 80 80 80 80 80 80 80 80 80 80 80 8	60.00 84.00 144.00 *	1,887.50
jer by bank number	ACCOUNT	$503 - 4720 - 475 \cdot 61 - 04$ $575 - 4755 \cdot 61 - 04$ $101 - 57754 - 4555 \cdot 61 - 04$ $101 - 57744 - 4555 \cdot 61 - 06$ $5021 - 57744 - 4552 \cdot 61 - 06$ $500 - 4750 - 473 \cdot 61 - 04$ $500 - 4750 - 473 \cdot 61 - 04$ $500 - 4710 - 471 \cdot 61 - 04$ $101 - 5772 - 4552 \cdot 61 - 04$ $101 - 30172 - 452 \cdot 61 - 04$ $101 - 30172 - 452 \cdot 61 - 04$ $502 - 4710 - 471 \cdot 61 - 04$ $503 - 4720 - 473 \cdot 61 - 04$	502-4710-471.60-55	101-2020-423.31-91	503-4720-475.59-75 503-4720-475.59-75	580-4750-473.63-08	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 - 2035 - 423 . 70 - 01 101 - 2030 - 431 . 70 - 01 101 - 3010 - 405 . 70 - 01 510 - 4410 - 405 . 70 - 01	502-4710-471.61-04 502-4710-471.61-04	509-4910-479.31-90
PAYABLE CHECK REGISTER	. O. DATE NO	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024	11/26/2024	11/26/2024 11/26/2024	11/26/2024	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024	11/26/2024 11/26/2024	11/26/2024
ACCOUNTS CHECKING	VOUCHER P NO	00000000000000000000000000000000000000	003225	E SO 003023	, TES 003022 003227	003322	003228 003228 003230 003231 003231 003233 003233 003233 003235 003235	003237 003324	003003
024, 11:16:00 Fargo Bank - City General	VENDOR NAME	UNIFIRST CORPORATION	USABLUEBOOK	WESTERN ARIZONA HUMANE	WESTERN ENVIRONMENTAL	WREGIS	XEROX	ZUBRICK T-SHIRTS	3D-NETWORKS LLC
11/15/2 GM346L NEEDLES WELLS	0 1	3830	761	4193	3528	3573	1023	1293	3828
PREFARED11/15/2024 PROGRAM: GM3461 CITY OF NEEDLES BANK 04 WELLS FAR	CHECK NO	22658	22659	22660	22661	22662	22663	22664	Agenda Item 7.

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PAGE 10 ACCOUNTING PERIOD 2025/05 REPORT NUMBER 49	CHECK TOTAL	7,888.78	747,678.70	747,678.70
ACCOUNTING PE REPOR	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	1,900.78 575.00 2,123.00 525.00 137.50 740.00 7,888.78 *	747,678.70	747,678.70
TER BY BANK NUMBER	ACCOUNT	509-4910-479.52-13 509-4910-479.31-53 509-4910-479.31-53 509-4910-479.31-53 101-1030-479.31-53 101-1030-479.31-53 509-4910-479.31-53	BANK/CHECK TOTAL	ALL BANKS/CHECKS TOTAL
PAYABLE CHECK REGISTER BY BANK NUMBER	P.O. DATE NO	11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024 11/26/2024		ALL BA
ល	VOUCHER 1 NO	003004 003005 003219 003220 003220 003241 003241		
PREPARED11/15/2024, 11:16:00 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING	VENDOR VEMDAR	3828 3D-NETWORKS LLC		
11/15/2(GM346L NEEDLES WELLS I	VENDOR NO	38 38 38 38		
PREPARED PROGRAM: CITY OF BANK 04	CHECK	22665		

CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR NOVEMBER 15, 2024

WARRANT SUMMARY TO						15-Nov		24-25
			1/15/2024	FUND AMT.		15-1100	-	24-23
FUND 101	GENERAL FUND	\$	5,581.13		•	47 400 00	•	90.000.00
	CITY ATTORNEY	\$	-		\$		\$	230,155.00
101.1020.413	CITY MANAGER	\$	-		\$		\$	
101.1025.415	FINANCE DEPT.	\$			\$			12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	-		\$	85,059.42	\$	357,148.00
101.1035.416	PLANNING /ZONING	\$	100.00		\$	28,651.49		326,356.00
101.1040.417	ENGINEERING	\$			\$	97,360.25		412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-		\$	20,947.69	\$	103,690.00
101.1070.410	SENIOR CENTER	\$			\$	38,384.29	\$	180,551.00
101.2010.421	SHERIFF	\$	-		\$	1,582,027.78	\$	3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	-		\$	102,396.84	\$	283,098.00
101.2025.424	BULDING & SAFETY	\$	-	a Sall - and that	\$	91,108.90	\$	407,500.00
101.2030.423	CODE ENFORCEMENT	\$	-		\$	192,850.46	\$	806,258.00
	PUBLIC WORKS	\$	-		\$	220,242.02	\$	744,745.00
101.3010.431	SANITATION	\$		11 - 11 - 11 - 11 - 11 - 11 - 11 - 11	\$	51,262.04	\$	143,822.00
101.4730.472	AQUATICS	\$	-	Maria N. Cakalana	\$	106,590.00	\$	249,282.00
101.5770.452.		\$	127.37		\$	359,927.23	\$	819,419.00
101.5772.452	PARKS JACK SMITH PARK MARINA	\$	-		\$	28,265.86	\$	115,992.00
101.5773.452		\$	446.88		\$	134,160.97	\$	422,094.00
101.5774.452	RECREATION TOTAL ALL GF DEPARTMENTS	Ψ	and the second se	\$ 6,255.38			\$	21,771,084.00
GENERAL FUND				\$ -	\$	(29,223.04)		4,363,469.00
FUND 102	GEN. FUND CAPITAL PROJECT			\$ -	\$	3,290.00		107,900.00
FUND 205	CDBG	1.8		\$ -	\$	98,744.89		235,866.00
FUND 206	CEMETERY	, it is a		\$ \$	\$	200.00	-	
FUND 208	CALTRANS GRANTS	-97V) -			\$	57,650.00	\$	256,392.00
FUND 210	SPECIAL GAS TAX			<u>\$</u>	\$	12,410.00	\$	19,500.00
FUND 213	DEPT OF HOUSE. & COMM DEVL			Ψ	φ	12,410.00	\$	650,000.00
FUND 214	SANBAG NEW LOCAL MEAS I	4.0		\$	\$	66,570.87	\$	299,354.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	1.20		\$ -	э \$	12,087.00	\$	100,000.00
FUND 227	HAZARD MITIGATION	100		\$ -	Φ	12,007.00	\$	
FUND 233	JACK SMITH PARK MARINA	. 37		\$ -	•	40.252.02	_	
FUND 238	STATE RECREATION GRANTS			\$ -	\$	49,352.03	_	
FUND 239	CA.CONSERV RECYLING GRANT			\$ -	\$	894.22	_	
FUND 270	REDEVELOPMENT AGENCY	Part 1		\$ -	\$	370.00	_	
FUND 470	RDA CAP PROJ.LOW & MOD.			\$ -	-		\$	
FUND 501	NPUA	1		\$-	\$	721,192.20	\$	
FUND 502	WATER DEPARTMENT	126		\$ 918.46	\$	551,142.95	\$	2,222,678.00
FUND 503	WASTEWATER DEPARTMENT			\$ 35.96	\$	392,843.98	\$	1,329,341.00
FUND 505	SANITATION			\$ -	\$	325,724.92	\$	1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		The second second	\$ -	\$			1,041,800.00
FUND 507	GOLF FUND	\$	-		\$	3,451.33		
	GOLF MAINTENANCE DEPARTMENT	\$	-		\$	470,267.33	\$	1,376,182.00
FUND 507-5761-453	GOLF PRO SHOP DEPARTMENT	\$	-		\$	101,218.24	\$	426,928.00
FUND 507-5762-454	GOLF FRO SHOP DEL ARTICLE	Ť		\$ -				
FUND 507	CUST.SVC/UT BUSINESS OFFICE	23.56	的同意的是我们的是	\$ 73.13	\$	120,814.38	\$	477,260.00
FUND 508				\$ -	\$	65,401.83		
FUND 509	MIS	100		\$ 106.47	\$	70,397.87	\$	254,550.00
FUND 510		-		\$ 38.95	-			
FUND 511				\$ -	\$		-	287,320.05
FUND 512	VEHICLE REPLACEMENT	1076	S. Connection	\$ -	\$			
FUND 520	SR DIAL A RIDE	- 32		<u> </u>	\$	and the second division of the second divisio		
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	-			\$			
FUND 525	NEEDLES AREA TRANSIT (NAT)	-		¥	_			
FUND 575	HOUSING	196	South Bar	- T	_		_	5 12,502,385.00
FUND 580	ELECTRIC	188		\$ 3,151.26	15	5,135,421.20	<u> </u>	
FUND 581	NPUA CAPITAL ELECTRIC	160		\$ -	-	404 504 00	\$	
FUND 582	NPUA CAPITAL WATER	10	2	\$ -	\$	484,521.92	_	8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER			\$ -	-		\$	
FUND 650	IMPACT FEES NORTH NEEDLES			\$ -	\$			
FUND 651	IMPACT FEES SOUTH AREAS			\$ -	\$	4,400.20	9	§ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS	S		\$ 10,953.01	\$	12,947,301.65	1 \$	\$ 65,330,519.05
			in her and the second second	and the second	<u> </u>			

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

Date Patrick Martinez, City Manager /1-19-Date

19/20 2.4 Date **Finance Department**

Virginia Tasker, City Treasurer

PAGE 1 PERIOD 05/2025			
DISBURSEMENT F	DISCOUNTS/RETAINAGE TAKEN	000000000000000000000000000000000000000	
Ř	CHECK AMOUNT	299.22 2599.22 25000 25.000 25.000 25.000 1,210.03	10,953.01
PAYABLE PRELIMINARY CHECK REGISTER	CHECK DATE	11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024	п
RED11/14/2024, 11:05:37 ACCOUNTS PAYABLE P AM: GM348U DF NEEDLES 04 WELLS FARGO BANK - CITY GENERAL CHECKING		BENEBLOC, LLC CALIFORNIA STATE DISB.UNIT COUNTY OF SAN BERNARDINO COUNTY OF SAN BERNARDINO FRANCHISE TAX BOARD FRONTIER GREAT WEST LIFE & ANNUITY GREAT-WEST LIFE & ANNUITY JENNIFER VALENZUELA LOWE'S SBPEA TEAMSTERS LOCAL 1932 SBPEA TEAMSTERS LOCAL 1932	11 GRAND TOTAL
.:05:37 BANK - CI	VENDOR)# NAME		
4/2024, 11 48U LES LLS FARGO	VENDOR NUMBER SEQ#	3897 3897 3275 3275 3275 3274 32879 3634 5000 32879 450000 32879 111999 3634 500000 111999 3634 5000000000000000000000000000000000000	F CHECKS
PREPARED11/14/2024, 11:05:37 PROGRAM: GM348U CITY OF NEEDLES BANK 04 WELLS FARGO BANK -	CHECK VI NUMBER MI	222252882 22225288 22225882 2225888 2225883 222588 222888 22288 22388 22288 22288 22388 22288 222888 22288 22288 222888 22288 22288 22288 222888 22288 22288 22388 2338 233888 2338888 233888 233888 2338888 2338888 2338888 2338888 233888 233888 23388	NUMBER OF CHECKS

PREPAREDJ PROGRAM: CITY OF 1 BANK 04	PREPARED11/14/2024 PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FAR	, 11:08:31 GO BANK - CITY GENERAL	ACCOUNTS PA CHECKING	PAYABLE CHECK REGISTER	ER BY BANK NUMBER	ACCOUNTING PER	PAGE 1 PERIOD 2025/05 ORT NUMBER 48
	- F	VENDOR NAME	VOUCHER P.0 NO NO	O. DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK
22577	3897	BENEBLOC LLC	003157 003158 003159	11/15/2024 11/15/2024 11/15/2024	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	213.78 71.44 14.00 299.22 *	299.22
22578	3275	CALIFORNIA STATE DISB.UNI	003155	11/15/2024	575-0000-209.03-01	255.23 255.23 *	255.23
22579	Ц	COUNTY OF SAN BERNARDINO	003274	11/15/2024	101-1035-416.59-10	100.00 100.00 *	100.00
22580	227	FRANCHISE TAX BOARD	003156	11/15/2024	575-0000-209.03-01	25.00 25.00 *	25.00
22581	1296	FRONTIER	003160 003161	11/15/2024 11/15/2024	101-5772-452.52-10 510-4410-405.52-10	127.37 106.47 233.84 *	233.84
22582	1305	GREAT WEST LIFE & ANNUITY	<pre>< 003184 003185 003186</pre>	11/15/2024 11/15/2024 11/15/2024	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	3,842.00 435.00 2,249.00 6,526.00 *	6,526.00
3 2 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	3 6 3 4 3	GREAT-WEST LIFE & ANNUITY	<pre>03162 003162 003164 003164 003166 003166 003166 003168 003171 003171 003171</pre>	11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024	101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01	161.88 442.27 213.04 161.01 15.27 15.27 94.89 59.39 1749.39 60.36 127.83 1,210.03 *	1,210.03
22584	2879	JENNIFER VALENZUELA	003151 003152 003153 003154	11/15/2024 11/15/2024 11/15/2024 11/15/2024	101-5774-452.60-24 101-5774-452.62-00 101-5774-452.31-42 101-5774-452.49-01	120.81 45.07 81.00 200.00 446.88 *	446.88
22585	3283	LOWE'S	003093	11/15/2024	580-4750-473.60-55	193.85 193.85 *	193.85
22586	1199	SBPEA TEAMSTERS LOCAL 193	3 003177 003178 003179 003180 003181	11/15/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024	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	650.16 203.16 35.96 73.13 38.95	

Agenda Item 7.

PAGE 2 OD 2025/05 NUMBER 48	CHECK TOTAL	1,318.57	344.39	10,953.01	10,953.01
PAGE 2 ACCOUNTING PERIOD 2025/05 REPORT NUMBER 48	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	263.70 53.01 1,318.57 *	182.15 54.08 40.16 68.00 344.39 *	10,953.01	10,953.01
STER BY BANK NUMBER	ACCOUNT	580-0000-209.03-01 575-0000-209.03-01	101-0000-209.03-01 502-0000-209.03-01 575-0000-209.03-01 580-0000-209.03-01	BANK/CHECK TOTAL	ALL BANKS/CHECKS TOTAL
PAYABLE CHECK REGISTER BY BANK NUMBER	P.O. DATE NO	11/15/2024 11/15/2024	11/15/2024 11/15/2024 11/15/2024 11/15/2024		ALL BI
ACCOUNTS SENERAL CHECKING	1 1	LOCAL 193 003182 003183	LOCAL 193 003173 003174 003175 003176		
PREPARED11/14/2024, 11:08:31 ACCOUNT PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING	VENDOR NAME	SBPEA TEAMSTERS LOCAL 193 003182 003183	SBFEA TEAMSTERS LOCAL 193 003173 003174 003175 003176		
D11/14/2 CM346L NEEDLES WELLS	CHECK VENDOR NO NO	1199	1199		
PREPARE PROGRAM CITY OF BANK 04	CHECK NO	22586	22587		

CITY OF NEEDLES CITY COUNCIL

	WARRANT SUMMARY TOT		OR NOVEMB	ER 26, 2024 FUND AMT.		26-Nov		24-25
		\$	-	TOND / MIT	and l			
FUND 101	GENERAL FUND	\$			\$	23,200.00	\$	90,000.00
101.1015.412		\$			\$		\$	230,155.00
101.1020.413	CITY MANAGER	\$			\$	184,710.92		12,215,772.00
101.1025.415	FINANCE DEPT. CITY CLERK/COUNCIL/MAYOR	\$	-		\$		\$	357,148.00
101.1030.414	PLANNING /ZONING	\$	-		\$	28,663.04	\$	326,356.00
101.1035.416	ENGINEERING	\$		had been a light of the	\$	97,371.80	\$	412,663.00
101.1040.417	COMMUNITY PROMOTIONS	\$	-		\$		\$	103,690.00
101.1060.410	SENIOR CENTER	\$	9,093.19	세상부분 태도 말 못	\$	39,939.25	\$	180,551.00
101.1070.410	SHERIFF	\$	-		\$	1,582,064.86	\$	3,862,539.00
101.2010.421	ANIMAL SHELTER/CONTROL	\$	-		\$		\$	283,098.00
101.2020.423 101.2025.424	BULDING & SAFETY	\$	-		\$	91,119.45	\$	407,500.00
	CODE ENFORCEMENT	\$	-		\$	198,156.23	\$	806,258.00
101.2030.423	PUBLIC WORKS	\$	-		\$	221,254.25	\$	744,745.00
101.3010.431	SANITATION	\$	-		\$	51,262.04	\$	143,822.00
101.4730.472		\$	-		\$	106,590.00		249,282.00
101.5770.452.	AQUATICS PARKS	\$	489.72		\$	361,119.17		819,419.00
101.5772.452	JACK SMITH PARK MARINA	\$			\$	28,265.86		115,992.00
101.5773.452	RECREATION	\$	45.00		\$	124,241.18		422,094.00
101.5774.452 GENERAL FUND		*	10.00	\$ 9,627.91				21,771,084.00
	GEN. FUND CAPITAL PROJECT			\$ -	\$	(29,223.04)	\$	3,611,336.00
FUND 102	ICDBG			\$ -	\$	3,290.00		107,900.00
FUND 205	CEMETERY	110		\$ -	\$	104,472.96		235,866.00
FUND 206	CALTRANS GRANTS			\$ -	\$	215.50		1,020,588.00
FUND 208	SPECIAL GAS TAX			\$ -	\$	57,650.00		256,392.00
FUND 210	DEPT OF HOUSE. & COMM DEVL			\$ -	\$	12,410.00		19,500.00
FUND 213	SANBAG NEW LOCAL MEAS I	Stoll 1	1. J.	\$ -	1		\$	650,000.00
FUND 214	COPS-AB 3229 SUPPLEMENTAL	146		\$ -	\$	66,570.87	\$	299,354.00
FUND 225	HAZARD MITIGATION	210	10.000	\$ -	\$	19,017.00	\$	100,000.00
FUND 227	JACK SMITH PARK MARINA	Sent'		\$-			\$	-
FUND 233	STATE RECREATION GRANTS	100		\$ -	\$	49,352.03	\$	1,285,000.00
FUND 238	CA.CONSERV RECYLING GRANT	125		\$ -	\$	894.22	_	25,436.00
FUND 239	REDEVELOPMENT AGENCY	163.3	양옷 모양이 생	\$ -	\$	370.00	\$	20,000.00
FUND 270 FUND 470	RDA CAP PROJ.LOW & MOD.	1.22		\$ -			\$	40,000.00
FUND 501	NPUA	1998		\$ -	\$	721,192.20	\$	2,668,939.00
	WATER DEPARTMENT	10.		\$ -	\$	558,712.12	\$	2,222,678.00
FUND 502	WATER DEPARTMENT	0.5		\$ -	\$	405,113.85		
FUND 503	SANITATION	6.18		\$ -	\$	432,728.86	\$	1,563,015.00
FUND 505 FUND 506	ALL AMERICAN CANAL PROJ.			\$ -	\$	37,104.38	\$	1,041,800.00
FUND 507	GOLF FUND	\$	() _		\$	3,451.33		
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	-		\$	470,316.94	\$	1,376,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$			\$	101,693.49	\$	426,928.00
FUND 507	GOLF FUND TOTAL			\$-	1			
FUND 507	CUST.SVC/UT BUSINESS OFFICE	N Dea	DAUDIN SUPE	\$ -	\$	121,073.23	\$	
FUND 508	MIS	1.00	1.1	\$ -	\$	66,141.83	\$	273,100.00
FUND 509 FUND 510	ADMIN. FACILITY	S. unit		\$ -	\$	70,397.87		254,550.00
FUND 510	FLEET MANAGEMENT			\$ -	\$	83,354.85		291,071.00
FUND 512	VEHICLE REPLACEMENT	Constant of		\$ -	\$	125,965.32	\$	287,320.05
FUND 520	SR DIAL A RIDE	Nia/		\$ -	\$	33,093.21	_	450,779.00
FUND 520 FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$ -	\$	9,648.18		50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$ -	\$	170,283.63		
FUND 525	HOUSING	14.9		\$ -	\$	354,259.40		1,311,630.00
FUND 580	ELECTRIC	QUE A		\$ -	\$	5,142,734.08		12,502,385.00
FUND 580	NPUA CAPITAL ELECTRIC			\$ -			\$	
FUND 581	NPUA CAPITAL ELLOTRIC			\$ -	\$	484,521.92	\$	8,084,536.00
FUND 582	NPUA CAPITAL WATER			\$ -	Ť		\$	
FUND 650	IMPACT FEES NORTH NEEDLES			\$ -	\$	9,021.65	\$	
FUND 650	IMPACT FEES SOUTH AREAS			\$ -	\$	4,400.20	\$	
TOTAL	ALL FUNDS & DEPARTMENTS	5		\$ 9,627.91	\$	13,105,133.84	\$	64,578,386.05
10 m							1	

 TOTAL
 ALL FUNDS & DEPARTMENTS
 \$ 9,627.91
 \$ 13,105,133.84
 \$ 6

 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

al Patrick Martinez, City Manager Date <u>9-202</u>4 Date Virginia Tasker, City Treasurer

11/19/2024 Date n

Finance Department

PAGE DISBURSEMENT PERIOD 05/2025	DISCOUNTS/RETAINAGE TAKEN	0000	
	CHECK AMOUNT	9,093.19 489.72 45.00	9,627.91
PAYABLE PRELIMINARY CHECK REGISTER	CHECK DATE	11/26/2024 11/26/2024 11/26/2024	
PREPARED11/16/2024, 8:51:39 ACCOUNTS PAYABLE PR PROGRAM: GM348U CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING		CRAIG PLUMBING CONTRACTORS, INC TRI STATE FIRE & SECURITY ULTRA PEST CONTROL, LLC	3 GRAND TOTAL
8:51:39 0 BANK - C	VENDOR + NAME	CRAI(TRI 1 ULTR)	
1, 8 Argo]	SEQ:	000	CKS
.1/16/2024 GM348U EEDLES WELLS F?	VENDOR NUMBER SEQ#	2012 3014 3825	NUMBER OF CHECKS
PREPARED11/16/2024, PROGRAM: GM348U CITY OF NEEDLES BANK 04 WELLS FARG	CHECK NUMBER	22666 22666 22668	NUMBE

PAGE 1 OD 2025/05 NUMBER 52	CHECK TOTAL	9,093.19	489.72	45.00	9,627.91	9,627.91
PAGE 1 ACCOUNTING PERIOD 2025/05 REPORT NUMBER 52	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	9,093.19 9,093.19 *	489.72 489.72 *	45.00 *	9,627.91	9,627.91
PAYABLE CHECK REGISTER BY BANK NUMBER	ACCOUNT	101-1070-410.43-04	101-5772-452.52-10	. 101-5774-452.43-18	BANK/CHECK TOTAL	ALL BANKS/CHECKS TOTAL
PAYABLE CHECK REGIS	P.O. DATE NO	11/26/2024	11/26/2024	11/26/2024		ALL B?
SE	VOUCHER	2012 CRAIG PLUMBING CONTRACTOR P10109	TRI STATE FIRE & SECURITY 003149	ULTRA PEST CONTROL, LLC 003221		
24, 8:53:42 ARGO BANK - C	VENDOR	CRAIG PLUMBI		ULTRA PEST C		
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PREPAREI PROGRAM: CITY OF BANK 04	CHECK VENDOR NO NO	22666	22667	22668		

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CITY OF NEEDLES CITY COUNCIL WARRANT SUMMARY TOTALS FOR NOVEMBER 01, 2024

							1-Nov		24-25
			1/1/2024	F	UND AMT.	3.0	1-1100		24-23
and the second second second	GENERAL FUND	\$	-		R Production	\$	17,400.00	\$	90,000.00
	CITY ATTORNEY	\$ \$				\$		\$	230,155.00
	CITY MANAGER	р \$	-			\$	184,151.74		12,215,772.00
						\$	84,978.33	\$	357,148.00
	CITY CLERK/COUNCIL/MAYOR	\$				\$		\$	326,356.00
and a state of the	PLANNING /ZONING				e di gal di solore da bi	\$	97,309.57	\$	412,663.00
	ENGINEERING	\$ \$			A STATE OF A	\$	19,546.44	\$	103,690.00
	COMMUNITY PROMOTIONS	\$	-		and the state of the	\$	29,283.34	\$	180,551.00
101110101112	SENIOR CENTER						1,582,027.78	\$	3,862,539.00
To The Tot I = 1	SHERIFF	\$ \$	306.61			\$	101,675.82	\$	283,098.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ \$				\$	91,058.22	\$	407,500.00
101.2025.424	BULDING & SAFETY		130.13			\$	1,967,491.60	\$	806,258.00
101.2030.423		\$	2,344.27			\$	215,285.36	\$	744,745.00
101.3010.431	PUBLIC WORKS	\$				\$	51,262.04	\$	143,822.00
101.4730.472	SANITATION	\$	432.85			\$	106,327.99	\$	249,282.00
101.5770.452.	AQUATICS	\$	112 502 04			\$	355,228.16	\$	819,419.00
101.5772.452	PARKS	\$	113,593.94		2 S	\$	28,265.86		
101.5773.452	JACK SMITH PARK MARINA	\$				\$	123,669.09	\$	422,094.00
101.5774.452	RECREATION	\$		\$	116,807.80	ψ	120,003.03		21,771,084.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		1.00	\$ \$	-	\$	(29,223.04)	_	
FUND 102	GEN. FUND CAPITAL PROJECT	1021	AN STREET	\$	-	φ \$		\$	
FUND 205	CDBG	A COMPANY	17 - A.	\$	-	\$	98,744.89		
FUND 206	CEMETERY	68			-	\$	200.00		
FUND 208	CALTRANS GRANTS	92.41		\$ \$	-	\$	57,650.00		
FUND 210	SPECIAL GAS TAX	82 T.		\$		\$	12,410.00		
FUND 213	DEPT OF HOUSE. & COMM DEVL			\$		Ψ	12,410.00	\$	
FUND 214	SANBAG NEW LOCAL MEAS I	÷		\$		\$	66,570.87	\$	
FUND 225	COPS-AB 3229 SUPPLEMENTAL	1.00		\$		\$	12,087.00	_	
FUND 227	HAZARD MITIGATION	a service a	and the second second	. \$		Ψ	12,007.00	\$	
FUND 233	JACK SMITH PARK MARINA			э \$		\$	49,352.03	<u> </u>	
FUND 238	STATE RECREATION GRANTS			\$		\$	894.22		and the second se
FUND 239	CA.CONSERV RECYLING GRANT	5	승규는 것이 같아.	\$		\$	370.00		
FUND 270	REDEVELOPMENT AGENCY		· 같은 것 : 전 : 전 : 전	\$	-	Ψ	010.00	\$	
FUND 470	RDA CAP PROJ.LOW & MOD.			\$		\$	721,192.20	<u> </u>	2,668,939.00
FUND 501	NPUA			\$	2,366.17	\$			2,222,678.00
FUND 502	WATER DEPARTMENT	0.145			343.84	\$	392,381.98		1,329,341.00
FUND 503	WASTEWATER DEPARTMENT			\$ \$	545.04	\$	325,724.92		1,563,015.00
FUND 505	SANITATION	1200		\$		\$	36 404 78		1,041,800.00
FUND 506	ALL AMERICAN CANAL PROJ.	0		φ		\$	3,451.33	+*	1,011,000.00
FUND 507	GOLF FUND	\$	400.00			\$	462,673.14	\$	1,376,182.00
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ \$	486.88			\$	98,624.13		
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT GOLF FUND TOTAL	Þ	and the second	\$	486.88		00,024.10	ľ	in of one of o
FUND 507		1.91		\$	232.09	\$	120,744.38	1.5	477,260.00
FUND 508	CUST.SVC/UT BUSINESS OFFICE	ALC: N		\$	202.00	\$	62,753.83		
FUND 509	MIS	jilve.		\$	14.45		65,686.46		
FUND 510				⊅ \$	-	\$	83,354.85		
FUND 511		10 8		\$	-	\$	125,965.32		
FUND 512		100			-	\$	33,093.21		
FUND 520	SR DIAL A RIDE			\$ \$	-	\$	9,648.18		
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	5.6		э \$	-	\$			
FUND 525	NEEDLES AREA TRANSIT (NAT)	-		\$ \$	14,339.71				5 1,311,630.00
FUND 575	HOUSING				2.541.68	\$	and the second se	_	12,502,385.00
FUND 580	ELECTRIC	1942		\$		φ	0,000,412.10	9	
FUND 581	NPUA CAPITAL ELECTRIC	-		\$	-	\$	484,521.92		8,084,536.00
FUND 582	NPUA CAPITAL WATER			\$	-	φ	404,021.92	9	
FUND 583	NPUA CAPITAL WASTEWATER			\$		\$	9,021.65	_	
FUND 650	IMPACT FEES NORTH NEEDLES	-		\$		\$ \$			
FUND 651	IMPACT FEES SOUTH AREAS			\$	- 137,132.62		4,400.20		65,330,519.05
TOTAL	ALL FUNDS & DEPARTMENTS	100	11. St. 89 11 -	<u>\$</u>	137,132.02	φ	14,565,224.95		, 00,000,010.00

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

12-3-27 Date Patrick Martinez, City Manager <u>11-19-</u>29 Date as

11/19/2024 Date **Finance Department**

Virginia Tasker, City Treasurer

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AYABLE	

PAGE PERIOD 05/2025	3 3 4 7 8 8 9 8 9 9 9 9 9 9		
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E 1 2025/05 R 47	HECK OTAL	343.37	816.00	860.00	427.00	673.00	208.00	881.00	324.00	266.00	412.00	553.00	670.00
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TING PER. REPORT	AMOUNT RETAIN)	*	*	*	*	*	*	*	*	*	*	*	*
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, 7:32:12 Go bank - city general	VENDOR NAME	AHA MACAV POWER SERVICE	ANA M. JOHNSON	APOMIX, LLC	AVA GROUP LLC	CHARLOTTE SCHROEDER	CODIE LYNETT ANAYA	DON MCCONE	HAROLD LAD RASPLICKA 2000	HELEN ELROD	HENRY BAGHDADY	RIVER GARDENS LLC	RIVER PALMS APTS LLC
11/08/20 GM346L NEEDLES WELLS F	VENDOR	1924	4179	4112	4194	4102	4211	3000	4109	4103	4106	4104	4108
AREL RAM: OF 04	CHECK V NO		22560	22561	22562	22563	22564	22565	22566	22567	22568	22569	22570

PREFARED11/08/2024, PROGRAM: GM346L CITY OF NEEDLES BANK 04 WELLS FARC	024, FARGO	7:32:12 BANK - CITY GENERAL	ACCOUNTS CHECKING	PAYABLE C	CHECK REGISTER	BY BANK NUMBER	ACCOUNTI	PAGE 2 ACCOUNTING PERIOD 2025/05 47 REPORT NUMBER 47
VENDOR VENDOR NO NAME	VENDOR NAME		VOUCHER NO	P.O. D NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	VT CHECK IN) TOTAL
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284 SOUTHWEST GAS CORP	GAS	р.	002963 002964 0029664 00303964 0030331 0030331 0030331 003333 00336 00326 00320 00326 00320 00326 00320 00326 00320 002000 002000 002000 0032000 0032000 0032000 0032000 0032000 0032000 0032000 0032000 0032000 003200000000		/01/2024 /01/2024 /01/2024 /01/2024 /01/2024 /01/2024 /01/2024 /01/2024 /01/2024	507 - 5761 - 453 . 41 - 50 101 - 3010 - 453 . 41 - 50 510 - 4410 - 405 . 41 - 60 575 - 5555 - 485 . 41 - 60 575 - 5555 - 485 . 41 - 50 575 - 5555 - 485 . 41 - 50	2 1123 1154 1154 1154 1154 22 22 20 73 8 22 73 8 20 73 8 20 73 8 20 73 8 20 73 8 20 73 8 20 73 8 20 73 8 20 73 8 20 73 8 20 74 75 75 75 75 75 75 75 75 75 75 75 75 75	220.73
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4139 THREE PEAKS CORP	PEAKS		002962	11/	11/01/2024	101-5772-452.72-18	101,506.03 101,506.03 *	101,506.03
4139 THREE PEAKS CORP	PEAKS		002961	11/	11/01/2024	101-5772-452.72-18	11,778.15 11,778.15 *	11,778.15
4205 WAYNE MILLER			003135	11/	11/01/2024	575-5555-485.69-58	249.00 249.00 *	249.00
					BAN	BANK/CHECK TOTAL	137,132.62	137,132.62
					ALL BANKS	BANKS/CHECKS TOTAL	137,132.62	137,132.62



MINUTES REGULAR MEETING OF THE CITY COUNCIL NEEDLES PUBLIC UTILITY AUTHORITY HOUSING AUTHORITY CITY OF NEEDLES CITY OF NEEDLES, CALIFORNIA EL GARCES – 950 FRONT STREET, NEEDLES

TUESDAY, NOVEMBER 12, 2024 - COUNCIL EXECUTIVE SESSION – 5 PM - CITY COUNCIL MEETING – 6 PM

CALL TO ORDER - Mayor Jernigan called the meeting to order at 5:03 pm ROLL CALL

PRESENT

Council Member Ellen Campbell Council Member Jamie McCorkle Vice Mayor Kirsten Merritt Mayor Janet Jernigan Council Member JoAnne Pogue Council Member Tona Belt Council Member Henry Longbrake

ABSENT - None

Also Present were City Manager Patrick Martinez, City Attorney John Pinkney, Utility Manager Rainie Torrance, Director of Development Services Kathy Raasch, City Planner Irene Romero, and Interim City Clerk Candace Clark.

RECESS TO EXECUTIVE SESSION

EXECUTIVE SESSION

a. Conference with Legal Counsel – Anticipated Litigation - significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (3). Two potential cases.

No reportable action

b. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1). One Case: City of Needles v. Adrian Chavez (Case No. CIVSB2431838)

A motion was made by Council Member Campbell, second by Council Member Longbrake, to authorize the filing and ratifying the filing of the action listed in the lawsuit.

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
- c. Conference with Legal Counsel Existing Litigation (Gov't Code § 54956.9(d)(1)) In re: City of Needles v. Midnight Peak Solutions LLC, et al. 209 Goodwill Street California Superior Court-County of San Bernardino (Case No. CIVSB2427887

A motion was made by Council Member Campbell, second by Vice Mayor Merritt, to approve the settlement agreement with Midnight Peak Solutions LLC, et al.

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

d. Public employee appointment pursuant to Government Code Section 54957. Title: Interim City Clerk

A motion was made by Council Member Campbell, second by Vice Mayor Merritt, to appoint Candace Clark as the Interim City Clerk for 6 months.

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

EXECUTIVE SESSION REPORT - Given by City Attorney Pinkney

CALL TO ORDER - Mayor Jernigan called the meeting to order at 6:11 pm ROLL CALL

PRESENT

Council Member Ellen Campbell Council Member Jamie McCorkle Vice Mayor Kirsten Merritt Mayor Janet Jernigan Council Member JoAnne Pogue Council Member Tona Belt Council Member Henry Longbrake

ABSENT - None

PLEDGE OF ALLEGIANCE - Led by Mayor Jernigan

Mayor Jernigan asked for a moment of silence in honor of Former City Clerk Dale Jones

INVOCATION - Given by Council Member Campbell **APPROVAL OF AGENDA**

Council Member Pogue made a motion, second by Council Member Campbell to approve the agenda.

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 - None

CORRESPONDENCE - None

INTRODUCTIONS - Mayor Jernigan acknowledged Former Council Members Tim Terral, Shawn Goodmundson, and Zachery Longacre in attendance.

CITY ATTORNEY – Parliamentary Procedures given by City Attorney Pinkney

PUBLIC APPEARANCE

Wayne Colburn congratulated Mayor Jernigan on being re-elected, vowed to remain involved in working for the betterment of the community, and offered future input on feedback he received from the community while campaigning.

PRESENTATION

1. Captain Ross Tarangle and Lieutenant Jake Gault from the San Bernardino County Sheriff's Department Colorado River Station's nonprofit organization, River Daze, presented a \$500 donation to Needles Military Moms.

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS - None

COUNCIL CONSENT CALENDAR

Council Member Campbell made a motion, second by Vice Mayor Merritt, to approve Items 2 through 5 on the Consent Calendar.

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

- 2. Approved the Warrants Register through November 12, 2024
- 3. Approved the Minutes of October 22, 2024
- 4. Waived the reading and adopted Ordinance No. 668-AC of the City Council Approving Needles Municipal Code amendment section 96.00 "Table of Permissible Uses" And Section 96.08 "Dwelling Units."
- 5. Adopted Resolution No. 2024-43 of the City Council of the City of Needles, Approving a Categorical Exemption for the Schools and Seniors' Sidewalk Project; authorize staff to proceed with the implementation of the Schools and Seniors' Sidewalk Project; and directed staff to file the Notice of Exemption (NOE) with the State of California, Office of Planning and research, State Clearinghouse, and the San Bernardino County Clerk.

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

6. Authorize the City Clerk's Department to publish a notice of vacancies on the various Boards and Commissions due to the expiration of terms.

City Manager Martinez gave staff report.

Council Member Campbell made a motion, second by Council Member McCorkle, to authorize the City Clerk's Department to publish a notice of vacancies on the various Boards and Commissions due to the expiration of terms

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. Waive the reading and approve for introduction Ordinance 669-AC of the City Council of the City of Needles, California, Amending Chapter 15A, Recreation Area Use, of the Needles Municipal Code to Modify Section 15A-3 to Update Recreation Area Closing Hours and Add Section 15A-7.1, Entitled Pump Track Regulations

City Manager Martinez gave staff report.

Council Member Campbell made a motion, second by Council Member McCorkle, to waive the reading and approve for introduction Ordinance 669-AC of the City Council of the City of Needles, California, Amending Chapter 15A, Recreation Area Use, of the Needles Municipal Code to Modify Section 15A-3 to Update Recreation Area Closing Hours and Add Section 15A-7.1, Entitled Pump Track Regulations

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
- 8. Waive the reading and approve for introduction Ordinance 670-AC of the City Council of the City of Needles, California, Amending Chapter 15A of the Needles Municipal Code to Add Section 15A-7.2, Entitled 'Splash Pad Area Regulations.

City Manager Martinez gave staff report.

Council Member Campbell made a motion, second by Council Member Pogue, to waive the reading and approve for introduction Ordinance 670-AC of the City Council of the City of Needles, California, Amending Chapter 15A of the Needles Municipal Code to Add Section 15A-7.2, Entitled 'Splash Pad Area Regulations.

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
- 9. City Council Resolution 2024-44 of the City Council of the City of Needles Approving the First Amendment to the City Manager Employment Agreement with Patrick Martinez. (ACT)

City Attorney Pinkney gave staff report.

After minimal discussion, Council Member Campbell made a motion, second by Vice Mayor Merritt, to Adopt Resolution 2024-44 of the City Council of the City of Needles approving the First Amendment to the City Manager Employment Agreement with Patrick Martinez.

Motion carried by the following roll call vote:

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

CITY ATTORNEY REPORT - Given by City Attorney Pinkney

CITY MANAGER REPORT - Given by City Manager Martinez

MANAGERS REPORT for the weeks of October 25 and November 1, 2024.

COUNCIL REQUESTS

Council Member Campbell - Congratulated Candace Clark for being appointed Interim City Clerk; recently visited all City Public Restrooms and commended City Staff on keeping them clean; reported on the recent Fort Mojave Days; complimented staff on the lights by the recreation center and the trash that was cleaned up in the alley; thanked the audience and encouraged participation in our community.

Council Member McCorkle - Expressed condolences on the loss of Dale Jones; welcomed Candace Clark as the new Interim City Clerk; congratulated Mayor Jernigan, Council Members Campbell, Belt, and former Council Member Longacre on being re-elected; encouraged everyone to support the NHS Football Team.

Vice Mayor Merritt - Congratulated Candace Clark for being appointed Interim City Clerk; thanked City Attorney Pinkney and City Manager Martinez for their assistance during her tenure; reminded everyone to be kind and work together.

Council Member Pogue - Thanked Vice Mayor Merritt for her service; expressed her sadness at the loss of Former City Clerk Dale Jones; congratulated Candace Clark for being appointed Interim City Clerk; congratulated Mayor Jernigan, Council Members Campbell, Belt, and former Council Member Longacre on being re-elected; reported on two new businesses in town; Smash Burgers and Bless Your Heart Pies, and encouraged everyone to support our local businesses.

Council Member Belt - reported on the success of the Fall Festival and the upcoming Holiday Festival; thanked everyone who voted for her; reported on the upcoming Palo Verde Community College forum.

Council Member Longbrake - Thanked the San Bernardino County Sheriff's Department for their donation to Military Moms; congratulated Candace Clark for being appointed Interim City Clerk; congratulated Mayor Jernigan, Council Members Campbell, Belt, and former Council Member Longacre on being re-elected.

Mayor Jernigan - Thanked everyone who voted for her; expressed her sadness at the loss of Former City Clerk Dale Jones; congratulated Candace Clark for being appointed Interim City Clerk; reported on the recent Mojave Days; working with City Manager to promote Tri-State area tourism; reported on the success of the Sheriff's Trunk or Treat event; congratulated City Staff on the recent Interactive Award for Parks Improvement; reported on the success of the Fall Festival, Veterans' Pancake Breakfast; and encouraged everyone to support the NHS Football team.

ADJOURNMENT - Mayor Jernigan adjourned the meeting at 7:06 pm

Mayor Janet Jernigan

Interim City Clerk Candace Clark

ORDINANCE NO. 669-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 15A, RECREATION AREA USE, OF THE NEEDLES MUNICIPAL CODE TO MODIFY SECTION 15A-3 TO UPDATE RECREATION AREA CLOSING HOURS AND ADD SECTION 15A-7.1, ENTITLED PUMP TRACK REGULATIONS

WHEREAS, the City Council of the City of Needles, California reviewed the proposed section 15A-7.2 of the Needles Municipal Code, entitled Splash Pad Area Regulations; and

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

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

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

SECTION 3. The City Council HEREBY APPROVE Ordinance 669-AC amending the Needles Code as follows:

Chapter 15A of the Needles Municipal Code is hereby amended to modify section 15A-3 as follows:

Sec. 15A-3 Closing Hours of Certain Recreation Areas is hereby modified as follows:

In the following recreation areas, it shall be unlawful to enter or remain on the premises between the hours of 12:00 midnight 10:00 PM of one day and 5:00 A.M. of the following day:

- 1. Franz Flowers Field;
- 2. Ed Parry Park Field;
- 3. Grace Henderson Field;
- Duke Watkins Park (except by permit);
- 5. Santa Fe Park;
- 6. Nikki Bunch Memorial Field;
- 7. Old Trails Monument Park;
- Needles Municipal Aquatics Center;
- 9. Manny Morris Beachside Park (except by permit).

Sec. 15A-7.1 Pump Track Regulations is hereby added to Chapter 15A as follows:

- a. The following regulations shall apply within the Pump Track:
 - 1. Pump Track hours are 5:00 am 10:00 pm
 - 2. The Pump Track is for use by Children 5-12 years of age. Children under 7 years of age must be accompanied by an adult (18 or older).
 - 3. Track is for bicycle use only. NO MOTORIZED BIKES, SKATEBOARDS, OR SCOOTERS ALLOWED. RIDE AT YOUR OWN RISK.
 - 4. Please respect others space. Don't ride too close.
 - 5. Helmets are required by law, for riders, at all times. Protective gear such as elbow and knee pads, gloves and closed toe shoes are always recommended.
 - 6. No more than six (6) riders on the track at a time.
 - 7. Ride within your limits. Start small and work your way up.
 - 8. RIDE THE SAME DIRECTION AS OTHERS.
 - 9. Riders must always ride with caution and yield the Right of Way to younger or less skilled riders.
 - 10. Visitors / Spectators not riding are required to remain outside the riding area.
 - 11. Do your part to help keep YOUR Park clean. Always pick up after yourself and encourage others to do the same.
- b. Any person who damages the pump track may be subject to civil or criminal citations and penalties.
- c. Any violation of any section herein shall be deemed to be an infraction and is punishable as such according to the provisions of the Needles Municipal Code and state or federal law.

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

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

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

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Needles,

California, approve an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of November 2024 by the following roll call vote:

AYES:Council Members Campbell, McCorkle, Merritt, Pogue, Belt, Longbrake NOES:None ABSENT:None

Janet Jernigan, Mayor

(Seal)

ATTEST Candace Clark, Interim City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December 2024 by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:

ABSTAIN: None

Janet Jernigan, Mayor

(Seal)

ATTEST:

Candace Clark, Interim City Clerk

Approved as to form:

City Attorney John Pinkney

ORDINANCE NO. 670-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 15A OF THE NEEDLES MUNICIPAL CODE TO ADD SECTION 15A-7.2 ENTITLED SPLASH PAD AREA REGULATIONS

WHEREAS, the City Council of the City of Needles, California reviewed the proposed section 15A-7.2 of the Needles Municipal Code, entitled Splash Pad Area Regulations; and

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

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

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

SECTION 3. The City Council HEREBY APPROVE Ordinance 670-AC amending the Needles Code as follows:

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

Sec. 15A-7.2 Splash Pad Area Regulations

- a. A splash pad and associated water features are located at Duke Watkins Park. The City may install or place splash pads or water features at other City parks as authorized by the City Council. The splash pad days and hours of operation shall be posted on a sign at the park, along with applicable rules and regulations. The splash pad and water features shall generally be open and operational daily from 5:00 a.m. to 10:00 p.m. daily. Notwithstanding the foregoing or the posted days and hours of operation, the splash pad and water features may be closed or rendered nonoperational due to weather, maintenance or operation concerns, or as otherwise determined by the City Manager or his/her designee. The City reserves the right to modify the splash pad regulations by ordinance or resolution. The most current adopted regulations shall be posted by the City at the park. It shall be unlawful for any person to not abide by the adopted and posted splash pad area regulations, including the following:
 - 1. Splash Pad hours are 5:00 am 10:00 pm daily. Splash Pad is unsupervised. USE AT YOUR OWN RISK.
 - 2. Splash Pad is for ages 12 years and younger only. Children ages 7 and younger must be accompanied by an adult.
 - 3. Clean and proper swim attire must be worn while using the splash pad. Children who are not "toilet trained" must wear a swim diaper or plastic pants.
 - 4. Surfaces may be hot. Water shoes or proper footwear is strongly recommended.

- 5. No Climbing, hanging, swinging or sitting on the spray features.
- 6. The following is NOT ALLOWED: Alcohol, Inline Skates, Running, Rough Play, Bicycles, Scooters, Glass, Pets, Water Balloons & Soaps.
- 7. Splash Pad water is not suitable for drinking. DO NOT DRINK THE WATER.
- 8. Prohibited use of the Splash Pad, if you have any infection condition or open wounds.
- 9. Splash Pad may be closed at any time due to weather or maintenance.
- b. Any person who damages the splash pad or water features may be subject to civil or criminal citations and penalties.
- c. Any violation of any section herein shall be deemed to be an infraction and is punishable as such according to the provisions of the Needles Municipal Code and state or federal law.

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

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

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

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Needles, California, approve an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of November 2024 by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:

anet Jernigan, Mayor (Seal)

ATTEST

Candace Clark, Interim City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December 2024 by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:

Janet Jernigan, Mayor

(Seal)

ATTEST:

Candace Clark, Interim City Clerk

Approved as to form:

City Attorney John Pinkney



\boxtimes	CITY	COUNCIL		NPUA
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Regular D Special

Meeting Date: December 10, 2024

Title: Authorize the City Manager to Execute a Memorandum of Understanding Between the City of Needles and Rio Buena Vista Homeowners Association

Background: Rio Buena Vista Homeowners Association (RBV) currently operates and owns the water and wastewater infrastructure within their subdivision. The water and wastewater facilities were disputed in the past regarding responsibility. The City and RBV have agreed to work cooperatively to establish a plan to finance and replace the facilities to code. RBV has obtained a third-party engineering consultant to develop a scope of work and prepare an estimate of the total repairs.

The proposed Memorandum of Understanding is intended to form the basis for RBV and the City will work together cooperatively to explore the scope, and cost of repairs and replacements, develop a financing mechanism and once the water and wastewater infrastructure have been satisfactorily repaired and meet the City's standards, the parties will contemplate progressing toward the City assuming ownership of the facilities.

Fiscal Impact:	None		
Environmental Impact:	None		
Recommended Action:		0	emorandum of Understanding /ista Homeowners Association
Submitted By:	Rainie Torrance, Utili	ty Manager	
City Manager Approval:	Patrick Q Md	extinez	Date: <u>12/4/2024</u>
Other Department Approva		0	Date:
Approved: Not A	Approved:	Tabled:	Other:

MEMORANDUM OF UNDERSTNADING BETWEEN THE CITY OF NEEDLES AND RIO BUENA VISTA HOMEOWNERS ASSOCIATION

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into this ______day of December 2024, by and between the City of Needles, a charter city (hereinafter referred to as "City") and the Rio Buena Vista Homeowners Association, a California non-profit mutual benefit corporation (hereinafter referred to as "**RBV**"), whereby the parties wish to express their mutual intentions as follows:

RECITALS

A. RBV is a homeowners' association having jurisdiction of the common area of the residential planned unit development project within the City of Needles commonly referred to as Rio Buena Vista ("Project").

B. The water and sewer facilities located within the Project are defective and do not meet City standards which led to a dispute between the City and RBV in the past regarding responsibility for repairs and maintenance.

C. RBV wishes to work cooperatively with City to establish a way to finance the replacements and repairs to the water and sewer facilities.

D. RBV has retained an engineering consultant, at its cost, to develop a scope of work and engineers' estimate of costs to repair and replace the water and sewer utilities within RBV.

E. This MOU is intended to form the basis that RBV and City will work together cooperatively to explore the scope and costs of repairs and replacements of RBV's water and sewer facilities within the RBV development and finance the same at the cost of RBV and the owners within RBV. Once the water and sewer facilities have been satisfactorily repaired and meet City's standards, the parties will contemplate progressing toward the City taking ownership of the facilities and furthermore maintaining the facilities.

MEMORANDUM OF UNDERSTANDING

SECTION I: PURPOSE

The purpose of this non-binding MOU is to outline the goal of updating a system improvement study, identifying necessary system improvements, establishing an assessment district community facilities district or other financing mechanism, and the possibility of the City taking ownership of the City approved facilities and repairing and maintaining the facilities. The parties to this MOU may retain consultant(s) to provide guidance and advice in furtherance of developing a final binding agreement if mutually agreeable. Prior to the finalization of a binding agreement, this MOU shall be a statement of intent. Notwithstanding anything herein to the contrary, this MOU shall not form a legally binding contract/agreement. In the event the parties hereto enter into a final

binding agreement, it will be mutually acceptable to both parties, contained in a definitive written executed document.

SECTION II: INITIAL TERM AND AMENDMENT

A. The term of this MOU shall be from December 11, 2024 to December 10, 2025.

SECTION III: TERMINATION

This MOU may be terminated by either party without cause and/or for convenience upon 20 days written notice.

SECTION IV: DELIVERY OF NOTICES

Any notices to be served pursuant to this MOU shall be considered delivered when deposited in the United States mail and addressed to:

RIO BUENA VISTA HOMEOWNERS ASSOCIATION

Rio Buena Vista HOA Board President 2580 HWY 95, Ste.112 Bullhead City, AZ 86442 Utility Manager 817 Third Street, Needles, CA 92363

CITY OF NEEDLES

Provisions of this section do not preclude any written notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION V: PUBLIC RECORDS ACT REQUESTS

The parties understand and acknowledge that, as a public agency, City is required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this MOU.

SECTION VI: ELECTRONIC SIGNATURE

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act ("CUETA") Civ. Code, §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signatures of the parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

THE PARTIES UNDERSTAND AND AGREE THAT THIS DOCUMENT DOES NOT CREATE A LEGALLY BINDING OBLIGATION ON EITHER PARTY, AND THAT IT MAY NOT UNDER ANY CIRCUMSTANCE FORM THE BASIS OF A LEGALLY BINDING AGREEMENT BETWEEN THE PARTIES. THE PARTIES AGREE THAT IT WOULD NOT BE REASONABLE TO RELY ON THIS DOCUMENT OR ITS CONTENTS SUCH THAT IT COULD BE ARGUED TO CREATE AN ENFORCEABLE DOCUMENT BY ESTOPPEL OR SIMILAR THEORY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS AGREED THAT A LEGALLY BINDING AGREEMENT CONCERNING THE SUBJECT MATTER OF THIS MOU MAY ONLY BE ESTABLISHED BETWEEN THE PARTIES IN A MUTUALLY AGREEABLE WRITTEN AGREEMENT EXECUTED BY DULY APPOINTED REPRESENTATIVES OF EACH PARTY.

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF NEEDLES, a charter city

Dated: By:

ATTEST:

APPROVED AS TO FORM:

By:

Clerk

By: ______ John O. Pinkney, City Attorney

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RIO BUENA VISTA HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation

Dated: 11/22/24 By: Mercylline R.B.V.

ATTEST:

APPROVED AS TO FORM:

63

City Clerk

By: _____

Agenda Item 11.

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		🛛 Regular 🔲 Special	
Meeting Date:	December 10, 2024		
Title:	November 5, 2024, Election Results		
Background:		A resolution must be adopted in order to declare the results and such other matters as provided by law for the November 5, 2024, General Municipal Election.	
	The City Charter provides for city election Elections Code. This resolution complies w		
Fiscal Impact:	None		
Recommended Action:	Adopt Resolution 2024-45 Reciting the Fact of the General Municipal Election held on November 5, 2024, declaring the results and such other matters as provided by law		
Submitted By:	Interim City Clerk Candace Clark, CPMC, C	CMC	
City Manager Approval:	Patrick Q Martinez	Date: <u>12/4/2024</u>	
Other Department Approva		Date:	

Approved:	Not Approved:	Tabled: 🗌	Other:	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

WHEREAS, a General Municipal Election was held and conducted in the City of Needles, California, on Tuesday, November 5, 2024 as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the charter; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

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

SECTION 1. That the whole number of ballots cast in the precincts except vote by mail voter ballots and provisional ballots was 373.

That the whole number of votes by mail voter ballots cast in the City was 1,059, the whole number of provisional ballots cast in the City was 56, making a total of 1,488 ballots cast in the City.

SECTION 2.

That the names of persons voted for at the election for Mayor are as follows:

Janet Jernigan

Wayne Colburn

That the names of persons voted for at the election for Member of the City Council are as follows: Zachery Longacre

James Jones Ellen Campbell Tona Belt Queen Noble

That the measure voted upon at the election is as follows:

CITY OF NEEDLES MEASURE O)
Shall a measure be adopted approving an alternative square foot tax on persons actively engaged in the business of Cannabis Cultivation at a monthly tax rate of up to \$1.75 per square foot of Cannabis Cultivation Area or fraction thereof (adjusted annually for CPI, but in no case more than 5% or less than 2%, starting on January 1 on the first year the tax is implemented, and each year thereafter)?	YES

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates and for and against the measure were as listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that: Janet Jernigan was

re-elected as Mayor for the full term of two years; Zachery Longacre was elected as Member of the City Council for the full term of four years; Ellen Campbell was re-elected as Member of the City Council for the full term of four years; Tona Belt was re-elected as Member of the City Council for the full term of four years.

That as a result of the election, a majority of the voters voting on the measure relating to approving an alternative square foot tax on persons actively engaged in the business of Cannabis Cultivation did vote in favor of it, and that the measure was carried, and shall be deemed adopted and ratified.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) The measure voted upon; (4) For what office each person was voted for; (5) The number of votes given at each precinct to each person, and for and against the measure; (6) The total number of votes given to each person, and for and against the measure.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on December 10, 2024, by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:

Mayor Jan Jernigan

(SEAL)

ATTEST:

Interim City Clerk Candace Clark

APPROVED AS TO FORM:

City Attorney



www.SBCounty.gov



Registrar of Voters

Stephenie Shea Registrar of Voters

CERTIFICATION OF REGISTRAR OF VOTERS OF THE RESULTS OF THE CANVASS OF THE NOVEMBER 5, 2024, GENERAL ELECTION

STATE OF CALIFORNIA)	
)	SS
SAN BERNARDINO COUNTY)	

I, Stephenie Shea, Registrar of Voters of San Bernardino County, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Certified Election Results to which this certificate is attached is full, true and correct.



I hereby set my hand and official seal this 3rd day of December, 2024, at San Bernardino County.

Stephenie Shea Registrar of Voters San Bernardino County State of California

BOARD OF SUPERVISORS

COL PAUL COOK (RET.) JESSE ARMENDAREZ Vice Chairman, First District Second District

IENDAREZ DAWN ROWE rict Chair, Third District

CURT HAGMAN Fourth District JOE BACA, JR. Fifth District

Agenda Item 12.

City of Needles Mayor (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Mail Ballot	Designated M	Polling Place	Provisional	Total	
Times Cast		1,059	0	373	56	1,488 / 2,183	68.16%
Undervotes		95	0	51	42	188	
Overvotes		0	0	0	0	0	
Candidate	Party	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
JANET JERNIGAN		616	0	222	7	845	65.00%
WAYNE COLBURN		348	0	100	7	455	35.00%
Total Votes		964	0	322	14	1,300	
		Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

City of Needles Member, City Council (Vote for 3)

Precincts Reported: 4 of 4 (100.00%)

		Mail Ballot	Designated M	Polling Place	Provisional	Total	
Times Cast		1,059	0	373	56	1,488 / 2,183	68.16%
Undervotes		916	0	346	142	1,404	
Overvotes		3	0	0	0	3	
Candidate	Party	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
ZACHERY LONGACRE		509	0	187	8	704	23.03%
JAMES M. JONES		466	0	174	6	646	21.13%
ELLEN ANN CAMPBELL		614	0	201	5	820	26.82%
TONA BELT		560	0	192	4	756	24.73%
SANDRA QUEEN NOBLE		109	0	19	3	131	4.29%
Total Votes		2,258	0	773	26	3,057	
		Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

City of Needles MEASURE O (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Mail Ballot	Designated M	Polling Place	Provisional	Total	
Times Cast		1,051	0	372	56	1,479 / 2,183	67.75%
Undervotes		71	0	44	41	156	
Overvotes		0	0	0	0	0	
Candidate	Party	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
YES		714	0	243	10	967	73.09%
NO		266	0	85	5	356	26.91%
Total Votes		980	0	328	15	1,323	
		Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

EXHIBIT A

ORDINANCE NO. 665-AC

AN ORDINANCE OF THE CITY OF NEEDLES, CALIFORNIA, ADDING ARTICLE IX (CANNABIS CULTIVATION SQUARE FOOT TAX) TO CHAPTER 20, OF THE NEEDLES MUNICIPAL CODE ESTABLISHING AN ALTERNATIVE SQUARE FOOT

WHEREAXS, GONNOCANONABISOCI, ICTHYAdtEGN passed Measure S, approving a tax on persons engaged in marijuana business in the City at a rate of up to 10% of gross receipts.

WHEREAS, on December 26, 2012, the City Council adopted Ordinance No. 549-AC, setting the rate at 10%, which has been in effect since that time.

WHEREAS, since the adoption of the Marijuana Business Tax, the legal landscape surrounding cannabis and cannabis businesses has changed significantly. The City currently regulates a variety of Cannabis Business types, including retail, cultivation, manufacturing, distribution, transportation, and testing laboratories.

WHEREAS, despite significant revenues that have been generated since the regulation of Cannabis Businesses, the City has expressed concerns that the current gross receipts tax may not be the most appropriate basis for the City's Cannabis Cultivation Facilities, which could lead either to underreporting of revenue and/or costly auditing expenses.

WHEREAS, the City commissioned a fiscal analysis of the current gross-receipts tax rates for Cultivation Facilities in order to develop a new, alternative cannabis tax for Cultivation Facilities that will yield the same level of annual tax revenue, based on square footage.

NOW THEREFORE, THE PEOPLE OF THE CITY OF NEEDLES, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Chapter 20, Article IX of City of Needles Municipal Code "Cannabis Cultivation Square Foot Tax" is hereby added to read as follows:

Article IX. Cannabis Cultivation Square Foot Tax

Section 20-50.1. <u>Purpose</u>. This Article is enacted solely to raise revenue for general municipal purposes. It is not a sales and use tax, a tax upon income, or a tax upon real property, and shall not be calculated or assessed as such. The tax is a general tax enacted solely for general, governmental purposes of the City and not for specific purposes. All of the proceeds from the tax imposed by this Article shall be placed in the City's general fund and be available for any lawful City purpose.

Section 20-50.2. <u>Intent</u>. The intent of the Article is to implement an alternative tax that the City Council may implement in place of the current percentage based "Marijuana Business Tax" on persons actively engaged in the business of Cannabis Cultivation operating in the City based on square footage. Nothing in this Article shall be interpreted to authorize or permit any business

activity that would not otherwise be legal or permissible under laws applicable to activity at the time the activity is undertaken.

Section 20-50.3. <u>Definitions</u>. As applicable, and except as otherwise expressly provided herein, the definitions set forth in Chapter 20, Article VIII of the Code, Sections 20-40.3 - 20.40. 14, and any amendments thereto, are hereby incorporated by reference. The following additional definitions shall apply to this Article.

- (A) "**Cannabis**" has the same definition as used elsewhere in the Code. "Cannabis" also means "Marijuana."
- (B) "Cannabis Business" means any Cannabis related activity, including but not limited to, planting, possessing, cultivating, harvesting, transporting, manufacturing, compounding, converting, processing, preparing, storing, packaging, testing, labeling, distributing, delivering, wholesale, and/or retail sales of Cannabis or any Cannabis goods or product, whether or not carried on for gain or profit.
- (C) "Cannabis Cultivation Area" means the total aggregate area(s) of Cannabis Cultivation on one or more parcels in the City by a Cannabis Business as measured around the outmost perimeter of each separate and discreet area of Cannabis Cultivation at the dripline of the Canopy expected at maturity and includes, but is not limited to, space between plants within a cultivation area, the exterior dimensions of garden beds, garden plots, hoop houses, green houses, and each room or area where Cannabis plants are grown, as determined by the City Manager. If Cannabis plants are cultivated using a shelving, tiered, or multi-level system, the surface area of each tier, level or shelf shall be included when calculating the Canopy and Cannabis Cultivation Area.
- (D) "Canopy" means the designated area(s) at a licensed Cannabis Business that will contain Cannabis plants at any time. As set forth in subsection (C), if Cannabis plants are cultivated using a shelving, tiered, or multi-level system, the surface area of each tier, level or shelf shall be included when calculating the Canopy area. Canopy area shall be expressed in square feet and measured using clearly identifiable boundaries of all areas that will contain Cannabis plants at any time, including the entire area of those boundaries. Canopy may be noncontiguous, but each noncontiguous area within those boundaries shall be defined by an identifiable boundary such as an interior wall.
- (E) "City" shall mean the City of Needles.
- (F) "Code" shall mean the City of Needles Municipal Code.
- (G) "**Cultivation**" means the planting, growing, harvesting, drying, curing, grading, trimming, and/or processing of one or more Cannabis plants or any part thereof, in any location, indoor or outdoor, including within a Fully Enclosed Structure, as defined.
- (H) **"Cultivation Facility**" shall mean a non-residential fixed and stationary building where Cannabis Cultivation occurs.

Cultivation Facility does not include Personal Use Cultivation, as defined.

- (I) "**Marijuana Business Tax**" shall mean the tax on persons engaged in marijuana business in the City at a rate of up to 10% of gross receipts as provided for in Chapter 20, Article VIII of the Code, approved by the voters of the City on November 6, 2012.
- (J) "Personal Use Cultivation" shall mean cultivation by either:
 - (1) An individual Qualified Patient cultivating Cannabis pursuant to H&S Code section 11362.5, *et seq.*, if he/she cultivates Cannabis for his/her personal medical use and does not sell, distribute, donate, transfer, or provide Cannabis to any other person or entity; or
 - (2) A Primary Caregiver cultivating Cannabis pursuant to H&S Code section 11362.5, *et seq.*, if he/she cultivates Cannabis exclusively for the medical use of no more than five (5) specified Qualified Patients for whom he/she is the Primary Caregiver within the meaning of H&S Code section 11362.7, and does not receive remuneration for these activities, except for compensation provided in full compliance with subdivision (c) of H&S Code section 11362.765; or
 - (3) A person 21 years of age or older who, in strict accordance with the City Code, State law and/or regulations, as may be amended from time to time, possesses, plants, cultivates, harvests, dries, or processes not more than six living Cannabis plants and possess the Cannabis produced by those plants, and those living plants are planted, cultivated, harvested, dried or processed within a single private residence, or upon the grounds of a private residence within a Fully Enclosed Structure, are in a locked space, and are not visible by normal unaided vision from a public place.

Section 20-50.4. <u>Alternative Square Foot Tax</u>.

(A) <u>Maximum Monthly Tax Rate</u>. In lieu of the payment of the Marijuana Business Tax set forth in Section 20.40.20 of the Code, the City Council may, by ordinance, impose on persons actively engaged in the business of Cannabis Cultivation in the City, a monthly tax of up to \$1.75 per square foot of Cannabis Cultivation Area or fraction thereof.

The tax shall not be applicable to Personal Use Cultivation, nor shall it apply to any Cannabis Business not actively engaged in Cannabis Cultivation.

(B) <u>CPI Adjustment</u>. The tax rate specified above in Section (A) shall be adjusted annually by the percentage increase in the Consumer Price Index ("CPI") as published by the United States Government Bureau of Labor Statistics for Consumers in the Western Consumer Price Index Area West Region Size Class B/C, but in no case more than 5% or less than 2%, starting January 1 of the first full year after such tax is implemented by the City Council as provided for herein, and on each January 1, thereafter. No CPI adjustment resulting in a decrease of any tax imposed by this subsection shall be made.

(C) <u>Council Imposition of Tax</u>. The Cannabis Square Foot Tax shall not be imposed on any Cultivation Facilities unless and until the City Council, by ordinance, takes action to set the rate, not to exceed the amounts in this Section.

Section 20.50.5. <u>Suspension of Marijuana Business Tax as to Cannabis Cultivation</u> <u>Only</u>. During the time this Square Foot Tax is imposed by Council approved ordinance, the enforcement of the percentage-based Marijuana Business Tax shall be suspended as to Cannabis Cultivation, only. Nothing herein prevents or otherwise suspends the enforcement of the Marijuana Business Tax as to any other Cannabis Business in the City.

Section. 20-50.6. <u>Other Licenses, Permits, Taxes, Fees or Charges</u>. Except as expressly suspended by this Article, nothing contained herein shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any license or permit required by, under or by virtue of any provision of any other Title or Chapter of this Code or any other ordinance or resolution of the city or of its Council, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other Title or Chapter of this Code including, but not limited to, the business tax imposed by and the requirements set forth in Chapter 20, or any other ordinance or resolution of the City or of its Council. Any references made or contained in any other Title or Chapter of this Code to any licenses, license taxes, fees or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other Titles or Chapter of this Code.

Section 20-50.7. Payment of Tax Does Not Authorize Unlawful Business.

- (A) The payment of the tax required by this Article, and its acceptance by the City, shall not entitle any person to carry on a Cannabis Business unless the person has complied with all of the requirements of this Code, and all other applicable laws, nor to carry on any Cannabis Business in any building or on any premises in the event that such building or premises are situated in a zone or locality in which the conduct of such Cannabis Business is in violation of any law.
- (B) No tax paid under the provisions of this Article shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any ordinance of the City.

Section 20-50.8. <u>Other Requirements.</u> The requirements found in Section 20-40.19, and 20-40.21 through 20-40.32, 20-40.37 through 20-40.43 of the City Code are hereby incorporated by reference.

SECTION 2. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a "project" as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in a physical change to the environment, directly or indirectly.

SECTION 3. If any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The voters of the City of Needles declare that they would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intend that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 4. Chapter 20, Article IX of the Needles Municipal Code may be amended by the City Council of the City of Needles without a vote of the people. However, as required by Article XIIIC of the California Constitution, voter approval is required for any amendment that would increase the rate of any tax levied pursuant to this Ordinance. The people of the City of Needles affirm that the following actions shall not constitute an increase in the rate of the tax:

- (1) The restoration of the rate of the tax to a rate that is no higher than that set by this Ordinance, if the City Council has acted to reduce the rate of or suspend collection of all or a portion of the tax;
- (2) An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, as long as the interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Ordinance;
- (3) The establishment of a class of Person that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this Ordinance); and
- (4) The collection of the tax imposed by this Ordinance, even if the City had, for some prior period of time, failed to collect the tax.

SECTION 5. If adopted by the voters at the November 5, 2024, election, this Ordinance shall be in full force and effect ten (10) days after the vote is declared valid by the legislative body, pursuant to Elections Code section 9217 and as provided by law.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary thereof, to be published once in a newspaper of general circulation printed and published within the city of Needles, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code section 36933.

NOW, THEREFORE, BE IT ORDAINED by the People of the City of Needles, California.

Approved:

Attest:

Janet Jernigan

City Clerk Dale Jones, CMC

Approved as to form:

City Attorney John Pinkney



City of Needles, California Request for City Council Action

EDE		
	IL 🗌 NPUA	🛛 Regular 🗌 Special
Meeting Date:	December 10, 2024	
Title:	Interviews / appointments to fill vaca Commissions due to the expiration of	
Background:	Per council direction the City Clerk p vacancies in the Needles Desert Sta	
Interviews have been sche	duled with the following applications t	to date:
Board of Public Utilities: the first and third Tuesday	· · · · ·	December 31, 2028. The Board meets on
Jon McNeil and Stephen M	loffitt have reapplied; David Cairns ar	nd James Jones have applied.
Planning Commission: C on the first Wednesday of e		cember 31, 2028. The Commission meets
Owen Long, Joe Payson, V	Vayne Colburn and James Jones hav	e applied.
	ission: Three vacancies with terms third Monday of each month at 4:00 p	
Cynthia DeLeon-Melvin an	d Lorie Long have reapplied; Jason P	Parnell and Manuel Rubalcaba have applied.
	ne vacancy for a Housing Authority T eets on the fourth Wednesday of eact	enant with a term to expire December 31, n month at 4:00 pm.
No applicants at this time.		
	One vacancy with a term to expire De July, and October on the third Thursc	ecember 31, 2028. The Commission meets lay.
Charles (Scott) Dressler ha	as applied.	
	Appoint/Re-Appoint to the Board ofwith terms to expire December 3	
Appoint to the Planning Co 31, 2028.	mmission	, with a term to expire December
	& Recreation Commission, with terms to expire December	r 31, 2028.
Appoint to the Planning Co 31, 2028.	mmission	, with a term to expire December

Submi	itted By: Candace Clark,	Interim City Clerk		
	pproval: <u>a</u>	ed):	Date: Date:	12-6-24
Approved:	Not Approved:	Tabled:	Other:	

November 14, 2024

Honorable Mayor & Council Members,

I've received notice that my term on the Board of Public Utilities will be expiring as of December 31, 2024. Unfortunately, I have a conflict with another public duty responsibility on December 10 that I'm unable to get out of so won't be able to attend the City Council meeting, but by way of this letter, I would respectfully request reappointment for another four year term. I've served on this Board since 2018 and I feel that I've gained substantial knowledge of the issues facing the utilities, knowledge that I hope will continue to be of benefit to my fellow Board Members and the City Council.

Marquiz- #65DB603285 124

I thank you for your consideration.

Respectfully,

Jon McNeil

November 14, 2024

Honorable Mayor & City Council Members,

My term on the Board of Public Utilities will be expiring December 31, 2024, and I'd ask for your consideration for reappointment for another term. I currently serve on the Board's Alternative Energy Ad-Hoc Committee and would like to continue to be a part of energy solutions that will be economically beneficial to our residents while complying with the many State mandates. As a Member of the Utility Board since 2009, I feel that my contributions have benefitted my fellow Board Members.

I thank you in advance for your consideration of my request for reappointment.

Respectfully, Stephen Moff

Marquez - 10 366693120



BOARD / COMMISSION AND/OR COMMITTEE APPLICATION
oplicant Name: DAVID J. CAIRNS
Idress:NEEDLES, CA 92363
aytime Phone Number:Cell
ome Phone Number:Email <u>/</u> Email <u>/</u>
osition(s) applied for: UTILITH BOARD MEMBER
pecial comments and/or interests:
Cackground and Qualifications: 38 YEARS & MONTHS AS POWER PLANT MELHANIC I WORKED IN GENERATING STATIONS MY WHOLE. WORKED COAL FIRED, NATURAL GAS AND OIL FIRED NUCLEAR, HYDRO, AND 2 GAS TURDINE POWER PLANTS. MOST OF MY TIME WAS WITH REGULATED UTILITY COMPANIE UNDERSTAND THE UTILITY BUSINESS FAIRLY WELL.
You must be a registered voter in the City of Needles to qualify for appointment.

Signature \underline{D} Date \underline{J} Dete \underline{J} Dete {J} Dete \underline{J} Dete \underline{J} Dete {J} Dete \underline{J} Dete {J} Dete \underline{J} Dete \underline{J} Dete {J} Dete \underline{J} Dete \underline{J} Dete {J} Dete \underline{J} Dete {J} Dete {J}



BOARD / COMMISSION AND/OR COMMITTEE APPLICATION
Applicant Name: Jan 108 JONES
Address.
Daytime Phone Number:Cell
Home Phone Number:Email
Position(s) applied for: Utility Board, Planning Commission
Special comments and/or interests: <u>E</u> am interested in the <u>Future of the utility company</u> , and long <u>term planning of sustainable utility rates</u> . <u>F and also interested in long term</u> <u>planning of future developments in Needles</u> <u>and the Existing housing and commerical</u> <u>DVDEATERS</u> .
Background and Qualifications: Long professional background in
public utilities and commercial power generation. Formerly
Licensed as a water and waste operator in both Grizona
and California Hapest level grade three in gil fields. Former Operation manager of Fortuchave Tribal Utilities. Was responsible
Operation manager of Pottmanay multi othere projects. Also for compliance, budgeting, and future projects. Also
for compliance, budgering, and menual population former a 400 Mega what commercial
Dower generation station. Was responsible for safety,
nventury and day to day operations of plant.

You must be a registered voter in the City of Needles to qualify for appointment.

Una Signature

(Please return to the above address)

Date 12/4/24

Agenda Item 13.

lann

BOARD, COMMISSION AND/OR COMMITTEE APPLICATION
Applicant Name: OWEN M. LONG
Address: P.O. BOX 847; 2112 EL MONTE, NEEDLES, CA
Daytime Phone Number: Cell 928 853-9542
Home Phone Number: Email OM LONG 751 @ YAHOR COM
Position(s) applied for: <u>PLAMING COMMISSION</u>
Special comments and/or interests: <u>RAISED IN NEEDLES AND</u>
LIVED MOGTOFMY ADVLTLIFE IN NEEDLES,
HAVE A LIFETIME INTEREST IN THE QUALITY
OF LIFE IN OUR CITY, HAVE BEEN A VOLUNTEER
IN SOME CAPACITY OR ORGANIZATION BENEFITING
NEEDLES MOSTOFMY ADULT LIFE
Background and qualifications: <u>RETIRED FROM B.N.SFAFTER</u> <u>A 39 YEAR CAREER, COVER</u>
10 YEAR BOARD MEMBER AND TWO TERM PRESIDENT
OF NEEDLES COMMUNITY FEDERAL CREDIT UNION,
(NOW ARROWHEAD C. U.).
CHARTER MEMBER AND PAST PRESIDENT OF
KIWANIG CLUBOFNEEDLEG (NOW DISBANDED).
IMMEDIATE PAST PRESIDENT OF NEEDLES
FRATERNAL ØRDER OF EAGLES # 2599.
-OVER-

You must be a registered voter in the City of Needles to qualify for appointment.

X	(h) (h) (h)		1
Signature	Varent M. Louis	Date	11-08-2024
	bred the sur		/
(Please ret	urn to the above address)		

Christinen 12-3

36P_ 800800

Agenda Item 13.

47 YEAR MEMBER AND SIX TERM PAST PRESIDEN, OF NEEDLES BENEVOLENT AND PROTECTIVE ORDER OF ELKS FLIGOS

SIX YEAR AND VOLUNTEER AND DOCENT OF NEEDLES REGIONAL MUSEUM.

13 YEAR SPONSOR OF NEEDLES COLORADO RIVER ROUNDUP RODED. AMJ

* DURING MY CAREER AT SANTA FE (A.T. &SF.) AND B.N. SF. RAILWAY, I HELD A FEW LEADERSHIP AND MANAGEMENT POSITIONS:

> CONDUCTOR AND ENGINEER INSTRUCTOR. MANAGER OF OPERATING PRACTICES. ROAD FOREMAN OF ENGINES. MANAGER OF RULES AND FIELD TRAINING, ARIZONA DIVISION.

INSTRUCTOR OF FEDERAL COMPLIANCE FOR AIR BRAKES AND HAIARDOUS MATERIALS INSTRUCTOR OF "ONTRACK" SAFETY AND PROTECTION FOR MAINTENANCE OF WAY EMPLOYEES.

MANAGER OF TECHNICAL TRAINING AND RULES, B.N. SF. TRAINING CENTER, OVERLAND PARK, KS.



BOARD / COMMISSION AND/OR COMMITTEE APPLICATION
Applicant Name: Joseph Payson
Address:
Daytime Phone Number:Cell
Home Phone Number:Email
Position(s) applied for: <u>Planning Commission</u>
Special comments and/or interests:
Background and Qualifications: <u>Licensed General</u> <u>Contractor</u> <u>Licensed</u> <u>plumburg</u> <u>contractor</u>
You must be a registered voter in the City of Needles to qualify for appointment.
Signature Date $11/(3/24)$ (Please return to the above address) CMISTURE L2-3 # (05 CO 207131 Age
(Please return to the above address) $CMISTMP 12-3 \neq (05CO207131)$ Age

genda Item 13.

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BOARD, COMMISSION AND/OR COMMITTEE APPLICATION
Applicant Name: Way AR Colburd
Address: Needles CA 92/363
Daytime Phone Number:CellCell
Home Phone Number: <u>Same</u> Email <u> </u>
Position(s) applied for: <u>Planning Genninge Commitee</u>
Special comments and/or interests: am Very muterested in helping
Needles yrow and bring Back the small Foun at mosphere
but provincing the resources to support the city
Personny NOL
I am a part of this Company and I desire to see it thrive white maintaing a small town almosphere
Background and qualifications: BA from Nathonal University
Administrator for Needles Chamber of Commerce
En the director for River Community Coalition
USAF - Sgt Low Enforcement / Disaster Prepared Ness

You must be a registered voter in the City of Needles to qualify for appointment.

Signature

May 11

Date

11/18/2024

(Please return to the above address)

Christian 12-3 \$ 65,00986561



BOARD / COMMISSION AND/OR COMMITTEE APPLICATION Applicant Name: Address. Cell Daytime Phone Number: Email Home Phone Number: Parks the creation mmilli Mek Position(s) applied for: _ My Main rests Special comments and/or interests: m5 Rementing IN A N VPM Omissilher? Ju Vent Background and Qualifications: ssim. NUN ina c vest Derrams, in

You must be a registered voter in the City of Needles to qualify for appointment.

Date Signature (Please return to the above address)

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59DD78203

Agenda Item 13.



Parks & Rec

From lorie long Date Tue 11/26/2024 9:45 AM

To Candace Clark <cclark@cityofneedles.com>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone

Mrs. Mayor and City Council

My name is Lorie Long. I have lived in Needles for the past 21 years. I've been on the Parks and Recreation Commission since 2020. In the past 4 yrs I've learned so much about our city. It was a honor to be a part of the wonderful improvements made so far to our parks. I would like to continue to be on the Parks and Recreation commission to help make Needles a better place to live.

Sincerely Lorie Long

Needles Ca. 92363

12-3-24 4 45BX790521

BOARD, COMMISSION AND/OR COMMITTEE APPLICATION

Applicant Name: <u>Jason</u>	Pamell
Address.	Needles Ca 92363
Daytime Phone Number	:: <u>Cel</u>
Home Phone Number: _	Emai
Position(s) applied for: I	Parks and Rec Commission
Special comments and/	or interests:
	· · · · · · · · · · · · · · · · · · ·
·	
	cations: <u>Current Needles High School Golf Coach. I have</u> golf lessons with junior golf programs in Needles and San Diego
for the last 26 years. Fo	rmer employee of the City of San Diego Parks and Recreation
Department/Golf Divisio	on
	· · · ·

You must be a registered voter in the City of Needles to qualify for appointment.

Signature

anon Carnell

Date <u>11-19-2024</u>

(Please return to the above address)

Christman 12-3 + 65CR268737

Agenda Item 13.

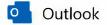


BOARD / COMMISSION AND	D/OR COMMITTEE APPLICATION
Applicant Name: MANYez	Rula/calg
Address:	· ·
	Cell
Home Phone Number:	Email
Position(s) applied for: PARK +	-Rec ComMission
Special comments and/or interests: <u>AND /ootout for</u>	<u>Helpour city Grow</u> 175 Future,
OF Needles Re yours as well Post worthy	n A COach FOR City C DEPT FOR OWR 30 AS REFEREE. PRESIDENT OF NEED/ES 10754 For SPONSONSHIPS -veotion AND THERE PRESUGA
4	ity of Needles to qualify for appointment. Date $12 - 5 - 24$

(Please return to the above address)

Date <u>12-5-2</u> Date <u>12-5-2</u> Dove address) Christing 12+6 #65CT785111

Agenda Item 13.



cemetary commision

From scott d

Date Thu 12/5/2024 12:02 PM

To Candace Clark <cclark@cityofneedles.com>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To whom it may concern, This is Charles (Scott) Dressler I would like to serve on the needles Cemetary Commision. My address is 2257 Casa Loma st needles, ca, Due to a prior engagement i will not be able to attend the dec 10 2024 council meeting Thank you for your Consideration. Scott Dressler

VUNRSSG 12-5 - # 65BK816095



CITY COUNCIL		🛛 Regular 🔲 Special
Meeting Date:	December 10, 2024	
Title:	League of California Cities 2025 SoCa Academy January 29-31, 2025 in Anahe	
Background:	The League of California Cities 2025 So Academy is at the Delta Hotels by Marrie	
Fiscal Impact:	Cost for the full conference is \$675 Hotel accommodations per person are a nights plus travel expenses. Estimated approximately \$2,000. General Fund tra 2025 budget	cost per councilmember is
Recommended Action:	Authorize those interested to attend the Mayor and Council Member Acader Anaheim/Garden Grove.	0
Submitted By:	Interim City Clerk Candace Clark, CPMC	C, CMC
City Manager Approval:	Patrick & Martinsz	Date: <u>12/4/2024</u>
Other Department Approval (when required): <u>Kenneth McDonald</u> Date: <u>12/04/2024</u>		

Approved: Not Approved:	Tabled:	Other:	
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REGISTER NOW CARDEN GROVE, CA GARDEN GROVE, CA COUNCIL MEMBERS ACADEMY SACRAMENTO, CA

Mayors and Council Members Academy

Jan. 29-31 in Garden Grove, 2025

Whether you're a new mayor or city council member, or you've been serving your community for years, this academy is for you. The academy covers the legal, financial, and practical fundamentals to your job as an elected city official. Just as vital, you'll have opportunities to foster relationships with your peers. Sessions also include an update on key legislative issues and an overview of your Cal Cities services.

Academy Information

Registration \rightarrow

Capacity is limited, and registration is subject to sell out prior to the deadline. Register early!

Full Registration Includes:

- admission to all educational sessions
- admission to Wednesday lunch and evening reception, Thursday breakfast and lunch, and Friday breakfast

Conference Registration Fees

Member-City Officials and Staff\$675Non-Member City Officials and Staff\$1,675Guest/Spouse Reception Pass\$50

Hotel and Travel \rightarrow

A limited number of hotel rooms are available at a reduced rate for conference attendees. *Hotels are subject to sell out prior to the deadline – reserve early!*

Delta Hotels by Marriott – Anaheim/Garden Grove 12021 Harbor Blvd Garden Grove, CA 92840 **Group Hotel Rate (per night)**: \$169 – Single/Double Occupancy (plus tax and fees) Discounted rate deadline: 12/30/24*



	IL 🗌 NPUA	🛛 Regular 🔲 Special
Meeting Date:	December 10, 2024	
Title:	Ordinance 671-AC of the City Council of the Amending Chapter 15A of the Needles Munic 7.3 entitled Graffiti Art Wall Regulations.	•
Background:	The Duke Watkins Graffiti Art Wall was recent the rules approved by City Council at the rege on October 8, 2024.	
Fiscal Impact:	Cost to Publish the Ordinance	
Recommended Action:	Waive the reading and approve for introduction Ordinance 671-AC of the City Council of the City of Needles, California, Adding Sec.15A-7.3 to Chapter 15A of the Needles City Code Setting Regulations for the use Of the Graffiti Art Wall.	
Submitted By:	Jennifer Valenzuela and City Clerk's Departm	nent
City Manager Approval:	Patrick Wartinez	Date: <u>12/4/2024</u>
Other Department Approv		Date:

ORDINANCE NO. 671-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 15A OF THE NEEDLES MUNICIPAL CODE TO ADD SECTION 15A-7.3 TO ESTABLISH REGULATIONS FOR THE USE OF THE GRAFFITI ART WALL

WHEREAS, the City Council of the City of Needles, California reviewed the proposed section 15A-7.3 of the Needles Municipal Code, entitled Splash Pad Area Regulations; and

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

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

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

SECTION 3. The City Council HEREBY APPROVE Ordinance 671-AC amending the Needles Code as follows:

Chapter 15A of the Needles Municipal Code is hereby amended to add section 15A-7.3 as follows:

Sec. 15A-7.3 Graffiti Art Wall Rules is hereby modified as follows:

The following regulations shall apply within the Graffiti Art Wall:

The Graffiti Art Wall is a safe space for expression, self-policed by City of Needles. The Graffiti Art Wall may be closed and removed if the City determines that these rules have not been followed.

- 1. Paint only on walls designated; do not paint on trees, sidewalks, monuments, equipment, structures, or buildings.
- 2. Respect the park and neighborhood. Paint is only permitted on the Graffiti Art Wall and nowhere else in the community.
- 3. Properly dispose of used paints and supplies in special bin provided by the City. Clean up after yourself, do not leave a mess and let's make this project work for everyone in the community.
- 4. Always be respectful of other artists, their expressions, ideas, and work. Keep it about the positivity. That means no hate speech, pornographic material, gang-related tags. Create ART not Vandalism.
- 5. Share this Space This is a community "Graffiti Art Wall" and is to be used as a

learning tool. Paint your piece, take your photos, learn your lessons, and do not get upset when/if someone paints over your artwork.

The ideas and thoughts expressed on the Graffiti Art wall do not necessarily represent the residents of the City of Needles.

- a. Any person who damages the Graffiti Art Wall may be subject to civil or criminal citations and penalties.
- b. Any violation of any section herein shall be deemed to be an infraction and is punishable as such according to the provisions of the Needles Municipal Code and state or federal law.

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

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

[Remainder of the page intentionally left blank.]

<u>SECTION 6</u>. The City Clerk shall certify to the adoption of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Needles, California, approve an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December 2024 by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:

Janet Jernigan, Mayor

(Seal)

ATTEST:

Candace Clark, Interim City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 14th day of January 2025 by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:

Janet Jernigan, Mayor

(Seal)

ATTEST: _

Candace Clark, Interim City Clerk

Approved as to form:

City Attorney John Pinkney



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Regular Special

Meeting Date: December 12, 2024

Title: Approve the Real Estate Purchase and Sale Agreement with BNSF Railway Company for a Portion of APN 0185-091-14 for Eagle Pass Road Right-of-Way

Background: The City purchased a parcel of land from BNSF (APN# 0185-091-09) that corresponds to a part of Eagle Pass Road near a City owned electrical substation for \$10,000. It was later discovered that there was an error in the legal description leaving a gap of approximately 132 feet from connecting Eagle Pass Road with the City's substation land.

Recently, staff met with BNSF representatives and negotiated the sale of the 132' that was unintentionally left out of the earlier purchase to provide the city contiguous access to the substation.

An Agreement has been drafted and approved by both parties. The cost associated with the real estate purchase from BNSF to the City is \$5,000 with an administration fee of \$2,500.

Fiscal Impact: A total not to exceed \$7,500 for the real estate purchase and administration fee, is to be funded by General Fund Reserves.

Recommendation: Approve the Real Estate Purchase and Sale Agreement with BNSF Railway Company for a Portion of APN 0185-091-14 for Eagle Pass Road Right-of-Way in an amount NTE \$7,500 and authorize staff to execute said agreement

Submitted By: Kathy Raasch, Director of Development Services/Capital Projects

City Manager Approval:	Patrick Q Ma	rtinez	Date:	12/4/202	.4
Other Department Appro	oval (when required):	Kenneth McDonald	_	Date:	12/04/2024

BNSF RAILWAY COMPANY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date (defined below) between the CITY OF NEEDLES, CALIFORNIA ("Buyer") and BNSF RAILWAY COMPANY ("Seller"). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

<u>Closing</u>. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in <u>Section 4</u> of this Agreement.

<u>Closing Date</u> Notwithstanding, anything herein, this sale shall close on or before March 12, 2025. Seller shall have the right to extend the closing up to ninety (90) days, at Seller's sole judgment.

<u>Earnest Money</u> The cash sum of Five Thousand and No/100 Dollars (\$5,000.00) made payable to BNSF Railway Company.

<u>Effective Date</u> The date of Seller's execution of this Agreement as indicated below Seller's signature hereto.

<u>Property</u> That parcel of land situated in or near the City of Needles, County of San Bernardino and State of California, shown hatched black on map marked <u>Exhibit A</u> dated 3-31-2020 attached hereto and made a part hereof, subject to revision as set forth below in <u>Section 3</u>.

<u>Purchase Price</u> The sum of Five Thousand and No/100 Dollars (\$5,000.00).

<u>Review Period</u> The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is 60 days after the Effective Date.

PURCHASE AND SALE

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller's right, title and interest (if any), in and to the Property.

INSPECTION

3. (a) After the Effective Date, Buyer shall, at Buyer's sole cost and expense, cause to be prepared a survey of the Property certified to Seller, Buyer and such other parties as Buyer may choose showing the boundaries of the Property and any improvements located thereon (the "Survey"). Said Survey shall be delivered to Seller no later than twenty (20) days prior to the Closing Date. Seller shall have the right to review and require necessary changes to the Survey to more accurately describe the Property and any Easements located thereon. If Seller does not agree that the description of the Property contained on the Survey is the Property Seller wishes to sell or otherwise objects to the Survey then Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If Seller agrees in writing that the Survey description is accurate then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "Municipality") requires a survey or plat to convey the Property (a "Plat"), the Buyer shall obtain, at Buyer's sole cost and expense, such Plat and the approval of such Municipality. Seller's obligations hereunder are conditioned upon Seller's approval of the Plat approved by the Municipality. Buyer shall provide the proposed Plat to Seller prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Buyer shall have until the end of the Review Period to examine title to the Property. If Buyer elects to obtain a title commitment for the Property Buyer may deliver to Seller no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Buyer may have together with a copy of such title commitment, Survey and all matters referenced therein. Seller shall have no obligation to cure any such objection. If Seller notifies Buyer in writing that Seller will cure any such objection Seller (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Buyer may terminate this Agreement in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If Seller at any time notifies Buyer in writing that Seller is not willing or able to cure any of the such objections (including those which Seller has previously endeavored to cure) then Buyer or Seller may terminate this Agreement by written notice to the other delivered within five (5) days after Seller so notifies Buyer that Seller is unwilling or unable to cure such objection. In the event of such termination, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Prior to any entry upon the Property by Buyer, the surveyor preparing the Survey or other individuals on behalf of Buyer, Buyer shall obtain all required access Permits and/or Licenses by completing the application process via https://railpermitting.com. The terms and provisions of the issued Permits and/or Licenses are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by Seller under this Agreement shall limit or affect in any manner any remedy available to Seller under the issued Permits and/or Licenses.

(d) Notwithstanding the foregoing provisions of <u>Section 3(b)</u>, Buyer shall not be entitled to object to any judgment against Seller which may appear of record as a lien against the Property. Seller shall pay such lien if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied.

CLOSING

4. (a) Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. On or before the Closing Date Buyer shall (1) pay the Purchase Price, less the Earnest Money to Seller in cash, by certified check made payable to BNSF Railway Company or by wire transfer to Seller's account as designated by Seller and the Earnest Money shall become the property of Seller and no longer subject to the terms of this Agreement, and (2) such other affidavits or certificates as is reasonably necessary or customary to consummate the transaction. After Buyer has delivered the foregoing items, Seller shall deliver to Buyer (1) a Quitclaim Deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in <u>Section 8</u> (the "**Deed**") conveying to Buyer Seller's interest, if any, in and to the Property and (2) such other affidavits and certificates as is reasonably necessary or customary to consummate the transaction in form and substance acceptable to Seller.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Buyer and Seller, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer. All outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Buyer.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Buyer at Closing, to the extent feasible, shall be switched into the name of Buyer as of the Closing Date, so that a final statement can be issued to Seller for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Buyer's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Seller also includes periods of ownership by Buyer, Buyer shall pay Seller at Closing the amount attributable to Buyer's period of ownership. Buyer shall be responsible to pay all utilities serving the Property due after Closing.

(c) Buyer shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Buyer.

(d) If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to <u>Jones Lang LaSalle Brokerage Inc.</u> ("**Broker**") pursuant to a separate agreement. Buyer acknowledges that Broker has advised, and hereby advises, Buyer that the Broker is acting as on behalf of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Seller, make representations on behalf of Seller or bind Seller in any manner.

(e) The obligations of the parties in this <u>Section 5</u>, to the extent incurred, shall survive any termination of this Agreement.

DEFAULT AND REMEDIES

6. (a) In the event of a default by Buyer under the terms of this Agreement, Seller's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing, or (c) obtain specific performance of this Agreement. If Seller terminates this Agreement as provided in the previous sentence Seller shall be entitled to retain the Earnest Money. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of any obligation hereunder to be performed by Buyer after Closing. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive a refund of the Earnest Money. Upon such termination and the payment of such sums by Seller the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Buyer may have at law or in equity for Seller's default or breach of any obligation hereunder to be performed by Seller after Closing.

NATURE OF SALE

Buyer has been allowed to make an inspection of the Property. BUYER IS PURCHASING THE 7. PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the "Condition of the Property"). Buyer represents and warrants to Seller that Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Buyer's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Seller and Seller's officers, directors, shareholders, employees and agents (collectively, "Indemnitees") from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a

constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Seller remaining property or the operations or business of the Seller on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Seller under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Buyer to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions. The provisions of this Section 7 shall be binding on Buyer, and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land.

RESERVATIONS

8. The obligations in this <u>Section 8</u> shall be binding upon Buyer and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Seller and Seller's successors and assigns. For purposes of this <u>Section 8</u>, Grantor shall mean Seller and Grantee shall mean Buyer. Buyer may object to the reservations set forth in <u>Section 8(a)</u> below in accordance with the provision of <u>Section 3</u> and if Seller is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in <u>Section 3</u>.

(a) Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track on or adjacent to the Property and as may be presently located on the Property.

(b) Grantee's interest shall be subject to a reservation to Grantor of all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which

will not damage structures on the surface of the Property, together with the right of access at all times to exercise said rights.

(c) Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(d) Grantor reserves unto itself, its successors and assigns, in perpetuity, any and all nonriparian water and water rights associated with the Property, including but not limited to, any and all ditches and ditch rights, water wells, springs, diversion works, water lines, pipes, pumps, motors, generators, electrical gear and wires, and any related equipment and improvements whatsoever, historically used upon or associated with the Property, including all mutual water company shares, ditch shares, water service agreements and contracts, and water claims, and including but not limited to, all unappropriated, undeveloped or unused water and water rights associated with or underlying the Property, and the exclusive right to develop and take water from the Property by any means, and including all appropriations, priorities, permits and certificates which are appurtenant to, associated with, used upon, flowing over, under, or lying on, in, or under the Property, together with the perpetual right to construct, install, operate, replace, rework, reconstruct, rehabilitate and maintain any and all water diversion, production, and transportation structures, equipment, improvements and piping, including but not limited to, headgates, diversion structures, water wells, water well houses, water well casing, water well screens, spring collection galleries, sumps, water pipes, and related electrical gear and wires, and to construct, install, operate and maintain water pumps and hydroelectric generation equipment and all equipment necessary, convenient or related to the production, transportation or delivery of water from, on, under or across the Property, or any portion thereof.

(e) For 99 years after the Closing Date, Grantee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.

REPRESENTATIONS

9. Buyer represents and warrants to Seller that if Buyer is other than a natural person or persons that it is a validly formed <u>charter city</u> under the laws of the State of California; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do. Buyer represents and warrants to Seller that it is not subject to any bankruptcy proceeding. Seller represents and warrants to Buyer that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding. Seller that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Seller are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii)

deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Seller's interest (if any) in the Property, it is understood and agreed that Seller's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use good faith efforts to obtain such approval. If such approval cannot be obtained by the Closing Date, Seller may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between Seller and Buyer with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superseded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Buyer may not assign its interest in this Agreement or the Entry Agreement without Seller's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind Seller, the Buyer, and their heirs, executors, administrators, successors and assigns and shall and inure to the benefit of the Seller, the Buyer and their heirs, executors, administrators, permitted successors and assigns. If Buyer is more than one person or entity, Buyer's obligations under this Agreement and, to the extent executed, the Entry Agreement and, to the extent executed, the Entry Agreement, shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place. Notwithstanding the foregoing, Seller shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(i) Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section $\underline{9}$ of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(1) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

ADMINISTRATIVE FEE

11. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, that the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement to be effective as of the Effective Date.

BUYER:

Buyer's name as it is to appear on deed (PRINTED/TYPED)

By:	
Print Name:	
Title:	

Buyer's Address:

Attn:			
Fax:			
Phone:			

Buyer's SSN or EIN:

SELLER:

BNSF RAILWAY COMPANY

By:	
Print Name:	
Title:	

Seller's Address:

c/o Jones Lang LaSalle Global Services, Inc.

Attn:		
Fax:		
Phone:		

Date of Seller's Execution (Effective Date)

EXHIBIT A

[Attach Map showing Property cross-hatched in black]

SCALE:1 IN = 100 FT

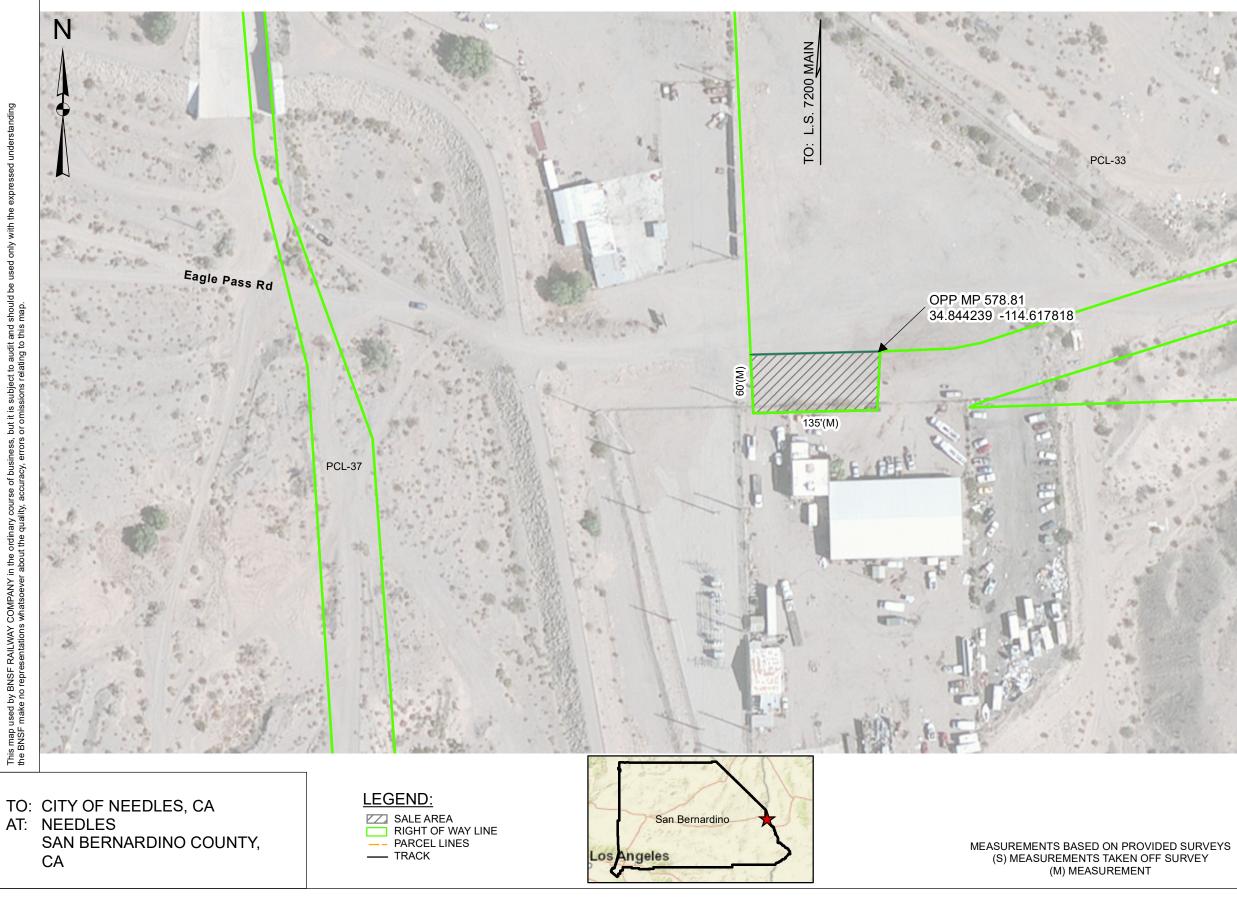


EXHIBIT "A"

JLL TI [#]: -BW Proj. No.: 12196.003 MAP REFERENCE: STA. = 506520 R/W = -

PCL-33

CALIFORNIA DIVISION NEEDLES SUBDIVISION - L.S. 7200-6 VAL.SEC. 48020 AT&SF RY CA-31, MAP 02C SEC. 30, T9N, R23E SBM DATE: 3/31/2020 OPP MP 578.81

DRAWN BY:JNC DRA

Agenda Item 16.

EXHIBIT "A"

LEGAL DESCRIPTION GRANT DEED

That portion of the northeast quarter of Section 30, Township 9 North, Range 23 East, San Bernardino Meridian, in the City of Needles, County of San Bernardino, State of California, described as follows:

Beginning at the center of said Section 30; thence North 87°43'20"East, 128.53 feet to the southwest corner of that certain parcel of land as described in Quitclaim Deed to the City of Needles per Document No. 2009-0407987 recorded September 17, 2009, records of said County; thence North 02°16'40"West, 60.00 feet along the westerly line of said document to the City of Needles; thence South 87°43'20" West, 129.15 feet to the westerly line of said northeast quarter; thence South 02°52'11" East, 60.00 feet along said westerly line to the Point of Beginning.

Containing 0.18 acres.

Affects: APN 0185-091-14

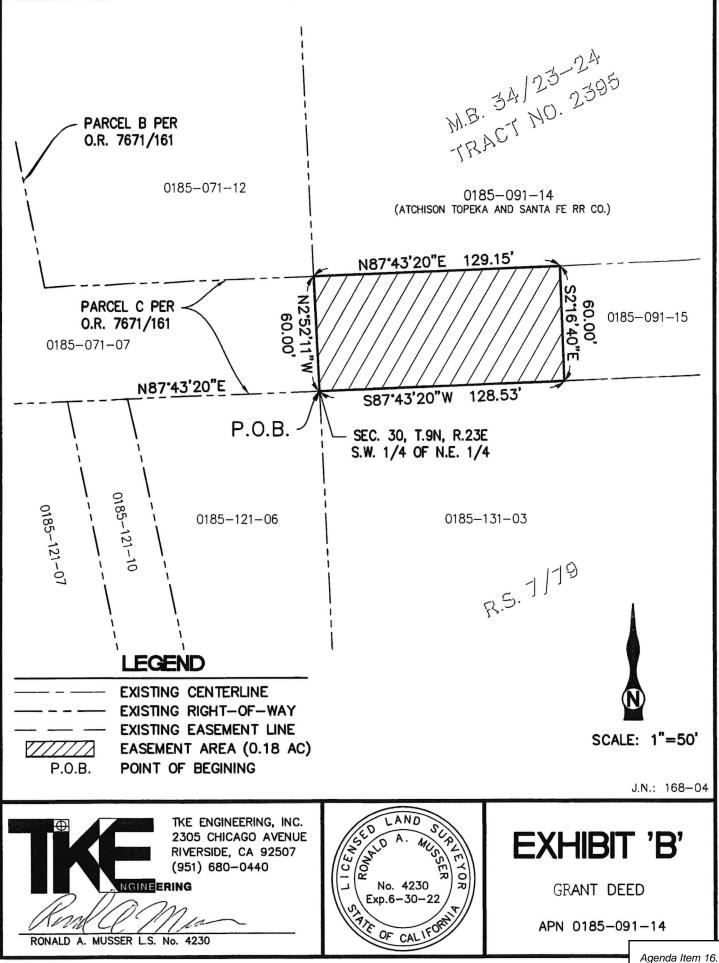
See Exhibit "B" for a plat depicting the above described property.

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

leles

Ronald A. Musser, L.S. 4230 License expires 06/30/22

2022 19ated 1 5 4230





		🛛 Regular 🔲 Special
Meeting Date:	December 10, 2024	
Title:	Waive the reading and adopt Resolutio approving the dollar amount of Needles Development Block funding for Fiscal Year	eligible projects for Community
Background:	This is the public's opportunity to comment Development Block Grant project propose proposed projects are:	
	1. Continuation of Needles Senior Citi	izen's Transportation Services.
	Each year we are asked by the County funding. This year's allocation is a total of allocation of \$7,900 is subject to change, p unprogrammed funds will make up the different and the allocation.	of \$7,900. The City's estimated er San Bernardino County. Grant
Fiscal Impact:	N/A.	
Environmental Impact:	None	
Recommended Action:	Waive the reading and adopt Resolution 20 the dollar amount of Needles eligible Development Block Grant Funding in fisca	projects for the Community
Submitted By:	Tammy Ellmore, Engineering Tech II	
City Manager Approval:	Patrick Q Martinez	12/5/2024 Date:
Other Department Approva	Il (when required):	Date:
Approved: Not A	oproved: Tabled:	Other:

RESOLUTION NO 2024-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING ELIGIBLE ACTIVITIES FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING IN FISCAL YEAR 2025-2026

WHEREAS, the City of Needles anticipated share of San Bernardino County's Community Development Block Grant (CDBG) program allocation is approximately \$7,900 for the Fiscal Year 2025 - 2026, and

WHEREAS, public hearing is held for the prioritization of CDBG program applications on December 10, 2024, and

WHEREAS, each year the County requests the City to prioritize CDBG eligible projects for funding, and

WHEREAS, This year's estimated allocation is \$7,900, with the use of CDBG unprogrammed funds for a total of \$7,900, this estimated allocation is subject to change per San Bernardino County Department of Community Development, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Needles, California, that it hereby approves the following priority and dollar amount of allocated funds for 2025-2026 CDBG eligible projects.

1. Continuation of Needles Senior Citizens' Transportation Service - \$7,900.

BE IT FURTHER RESOLVED, by the City of City of Needles, California, that it authorizes the City Manager to sign said agreement.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the City Council of the City of Needles, California, held on the 10th day of December 2024, by the following vote:

AYES: NOTES: ABSENT: ABSTAIN:

Mayor

ATTEST:

(Seal)

City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF SAN BERNARDINO

Community Development and Housing Department

2025-2026 Community Development Block Grant (CDBG) Program Cooperating City Recommended Projects Form

City (1): City of Needles		City Council Hearing Date (2):	12/10/2024							
City's 2025-2026 Allocation (3):	\$ 7,900	Public Service Limit (15%) ⁽⁴⁾ :	\$ 7,900	_		Available Unprogra	ammed Funds From Prior Years ⁽⁵⁾ :		_	
CDH Application Log #	Project Title (* indicates project requires a "Gene (7)	eral Fund Guarantee")	Public Service YIN (8)	Rec	Applicant's uested Amount ⁽⁹⁾	City's 2025-2026 Recommended Allocation Amount (10)	Available Unprogrammed Funds to Commit to Activity (11)	Public Service Amount (12)		ctivity Total (13)
NEED25PS-031	DIAL-A-RIDE TRANSPORTATION SERVICES		Y	\$	7,900	\$ 7,900	\$ -	\$-	\$	7,900
						\$-	\$-	\$-	\$	-
				\$	-	\$ -	\$-	\$ -	\$	-
				\$	-		\$-	\$ -	\$	-
				\$ \$	-	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ \$	-
				φ \$		\$ -	\$ -	\$ -	э \$	-
				\$	-		\$-	\$ -	\$	-
				\$	-	\$-	\$-	\$ -	\$	-
				\$	-	\$ -	\$-	\$-	\$	-
				\$	-	\$-	\$-	\$-	\$	-
			Totals ⁽¹⁴⁾	\$	7,900	\$ 7,900.00	\$-	\$-	\$	7,900.00
Public Service Calculation ⁽¹⁵⁾ : Public Service Limit:	\$ 7,900	Less Total Public Service Activity Amount:	\$-	_	Amount Available	to Program to Public Service Activities:				
Remaining Balance of Unprog	grammed Funds ⁽¹⁶⁾ :\$	_								
Authorized City Representative ⁽¹⁷⁾ :	Signature			Date	(18)					
General Fund Guarantee Certification (19)	the City understands that reimbursements recei	ad from the County for which no	maasurahla autoom	n in n	shioved may subsec	wonthy be required to be	o ropoid by the City			

For Third-Party capital improvement activities, the City understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program.

The City agrees to enter into a "General Fund Guarantee" in order for the County to recommend activity funding.



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Oity	of I) eedles

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 J. Martinez

MEMORANDUM

- TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
- FROM: PATRICK J. MARTINEZ, CITY MANAGER
- SUBJECT: WEEKLY MEMORANDUM
- DATE: November 22, 2024
- 1. This past week, city officials, members of the Needles community, and representatives from the San Bernardino County Department of Behavioral Health, Sheriffs Department, and Pacific Clinics gathered to celebrate the grand opening of the Pacific Clinics Needles Clubhouse during an open house event on November 20, 2024, at 1060 E. Broadway Street. The Planning Commission unanimously approved Pacific Clinics, which provides accessible behavioral health services, including wellness programs, resilience training, recovery resources, skill-building workshops, support groups, and other local resources. Open to community members aged 18 and older, the clubhouse features Wi-Fi, computers, and engaging activities designed to foster connections and promote positive coping skills. The City of Needles is proud to partner with Pacific Clinics and the San Bernardino County Department of Behavioral Health to deliver this essential resource, aligning with the City's mission to create a safe, healthy, and familyfriendly environment. For a glimpse into the event, see the attached images, and for more information on programs, refer to the flyer or contact Sonia Vicario at 626-753-8725 or sonia.vicario@pacificclinics.org.
- 2. The Duke Watkins Park Improvement Project, with a budget of \$3,965,400, is nearing completion, marking an exciting milestone for our community. This week, the paving rehabilitation of Flip Mendez Parkway was finalized, enhancing access to the park. We thank San Bernardino County Supervisor Dawn Rowe and the San Bernardino County Community Development and Housing Department for their generous \$175,000 contribution through the CDBG Block Grant Fund, which made this rehabilitation possible. In addition to the roadway improvements, the project brings significant enhancements, including a small dog park, shade structures, a Route 66-themed splash pad, new restrooms, and a state-of-the-art pump track. We invite the community to join us for the Duke Watkins Ribbon Cutting on December 3, 2024, at 10:00 a.m. at Duke Watkins Park (1500 Flip Mendez Pkwy) to celebrate the completion of this transformative project. For a glimpse of the

progress, please see the attached image showcasing the newly rehabilitated road.

- 3. This week, the City of Needles issued an encroachment permit for Segment 1C of the Needles Highway Project, a key step in revitalizing the highway. This \$8.5 million project, approved two years ago by the San Bernardino County Transportation Authority's Mountain/Desert Policy Committee, will improve a 2.3-mile stretch from David Drive to just north of Not'cho Road. In addition, the County of San Bernardino plans to enhance Needles Highway along a 16-mile segment, starting at "N" Street in Needles and extending north to the CA/NV state line. Construction for Segment 1C is expected to begin in the summer/fall of 2025. **Refer to the attached map for an overview of all project segments**, which received environmental clearance in 2014.
- 4. In October, the City Council approved Phillips Excavating, Inc.'s proposal for the Well 11 to Well 15 Intertie Project. I am pleased to inform the Council that construction began this week and is expected to be completed by early next year. This project, funded through the State of California's Drinking Water State Revolving Fund (DWSRF), includes the installation of a 16-inch transmission main to transport raw water from Well 15 to the new treatment facility at Well 11. Refer to the attached images to take a glimpse at the project.
- 5. Last June, the City's Animal Shelter launched the Trap, Neuter, and Release (TNR) Program, supported by grants that funded a new vehicle, part-time staff, and essential supplies. This initiative aims to manage roaming cats, reduce disease, and increase adoptions, ultimately eliminating euthanasia at the shelter. To date, over 300 community cats have been spayed or neutered and returned to their areas. The program, scheduled to conclude by year's end, is seeking additional neighborhoods with roaming cats in need of neutering. Residents can report roaming cats by calling **760-326-4952** or through the Needles Connect app, available on the <u>Apple App</u> or <u>Google Play Store.</u>
- 6. This past week, City staff met with the Mojave Desert Air Quality Management District (MDAQMD) to restore PurpleAir sensors for enhanced air quality monitoring. PurpleAir, a community-driven system, uses low-cost sensors to measure particulate matter (PM1.0, PM2.5, PM10) by drawing air past a laser to count particles and calculate concentrations. Data is uploaded every 80 seconds and displayed on the PurpleAir map, providing real-time air quality insights. Since 2018, Needles has partnered with MDAQMD to establish two monitoring stations under the Community Air Protection Program (AB 617), supporting public health. <u>Click here</u> to view current air quality.
- 7. The City of Needles is hosting a Community Clean Up on Saturday, January 25, 2025, from 8:00 AM to noon. This event offers a free disposal opportunity for trash and bulky items for city residents. Disposal containers will be available at the following locations:

- Gates (Safari Drive)
- North K (Near Underpass and BNSF Road)
- Vista (Nikki Bunch Ball Field)
- Cibola (Robuffa near Public Works Yard)

Please note that this event does not accept hazardous waste and specific materials; **refer to the attached flyer for a detailed list of prohibited items**. The event may end earlier if container capacity is reached. For more information, residents can contact Rainie Torrance at rtorrance@cityofneedles.com or 760-326-2115 ext. 140. We encourage the Council to share this information with the community and support our efforts to maintain a clean and safe city.

- 8. St. Ann's Catholic Church and Set Free Church are hosting a **free Thanksgiving Meal** at **St. Ann's Hall** on **Tuesday, November 28**, from **11:00 AM to 1:00 PM** for onsite dining, with to-go boxes available after 1:00 PM (subject to availability). This event embodies the spirit of giving and community support, providing residents with an opportunity to come together and celebrate the holiday season. Please share this information to help promote the event and encourage participation.
- 9. In addition to the Holiday Fun Fair and Lighted Parade on Saturday, December 7, 2024, the Palo Verde Needles Center and community partners are hosting the Festival of Trees at 725 W. Broadway with this year's theme honoring veterans. The community is invited to vote for their favorite tree and enjoy festive activities, including free Santa pictures from 12 p.m. to 3 p.m. IEHP will also be giving away gifts from 12 p.m. to 2 p.m., and the event will feature the Needles Women's Club bake sale, Santa's Shop which features free photos with Santa, and more holiday fun. For any questions, please contact Talana Wade at 760-326-5033 or talana.wade@paloverde.edu. Don't miss this exciting celebration!
- 10. The City of Needles extends its heartfelt gratitude to the San Bernardino County Sheriff's Department Colorado River Station, in collaboration with the Needles Police, for their ongoing efforts to slow down speeding drivers and enhance public safety. A few years ago, the City Council invested in a law enforcement trailer designed for multi-functional purposes, including speed awareness, message posting, and license plate reading. Through our close partnership with the Sheriff's Department, we proactively address areas of concern brought to our attention by the community. The attached image highlights this equipment being utilized along Highway 95 and in other critical areas, such as the school district and residential streets like Casa Linda. In addition, residents should be aware of updates under AB 1096, clarifying regulations for electric bicycles (refer to the attached California E-Bike Law). E-bike riders are encouraged to follow posted speed limits, ensure proper use of bike lanes, and always prioritize pedestrian safety. Thank you to the Sheriff's Department and Needles Police for their dedication to making our streets safer for everyone and the community for staying informed and engaged in promoting safety.

- 11. The city thanks Inland Empire Health Plan (IEHP) and Tri-State Community Healthcare Clinic for generously providing turkeys to 75 Needles residents just in time for Thanksgiving. Thank you for supporting our community this holiday season! SAVE THE DATE: Tri-State Community Healthcare Clinic is hosting a Holiday Health Fair on December 21, 2024, from 9 a.m. to 12 p.m. at 820 W. Broadway Street. Stay tuned for more details!
- 12. This holiday season, the San Bernardino County Sheriff's Department is proud to bring you two excellent opportunities to spread holiday cheer and give back to our community through the **Senior Angel Tree** and **Children's Angel Tree** programs.
 - Senior Angel Tree: Located at City Hall (817 3rd Street), this program invites community members to pick a name off the tree and provide a special gift to a senior in need. Gifts will be hand-delivered by the Sheriff's Department. Please attach your wrapped gift with the Angel Tag to the drop-off location by **December 16, 2024**. Contact Misti Hunt at (760) 326-9207 or mhunt@sbcsd.org for assistance.
 - **Children's Angel Tree**: In partnership with the Colorado River Sheriff's and Needles Police, this program supports local children in need. Visit the lobby at 1401 Bailey Ave. to select a tag and fulfill a child's wish. Wrapped gifts with the Angel Tag attached must be returned by **December 13, 2024**. Gifts will be hand delivered the week of **December 16–20**. Please contact Michelle Advocate at (760) 326-9215 for questions.

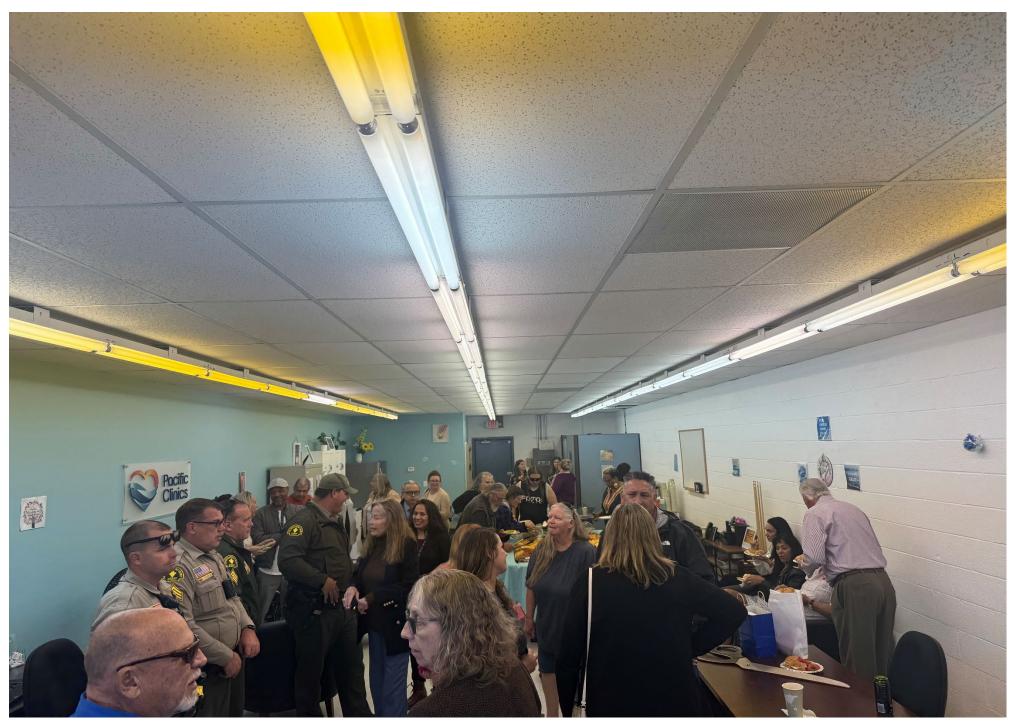
These programs offer a heartwarming way to bring joy to seniors and children in our community. Join us in making this holiday season unforgettable for those in need. Thank you for your kindness and generosity! **Refer to the attached flyers for additional information.**

13. City Hall will be closed on **Thursday, November 28, and Friday, November 29, 2024**, in observance of Thanksgiving, with regular operations resuming on Monday, **December 2, 2024, at 8:30 AM**. For emergencies during the closure, residents can contact City Staff at 760-326-5700, and our after-hours answering service will promptly direct calls to the appropriate staff member. **Refer to the attached flyer which has been posted on the front door of City Hall for public awareness.**

14. IMPORTANT UPCOMING DATES:

- **December 3 Duke Watkins Ribbon Cutting:** Join us at Duke Watkins Park (1500 Flip Mendez Pkwy) as we celebrate the completion of the Duke Watkins Park Improvement Project at **10am**!
- Reminder: Local Hazard Mitigation Plan Survey Due Click <u>here</u> to fill out a survey and <u>here</u> for more information. Help us build safer and more resilient Needles!

1. PACIFIC CLINICS OPEN HOUSE





Clubhouse Program

Promoting wellness, resiliency and recovery in a safe environment with a friendly atmosphere

We help our members to develop skills that promote overall health and well-being. Through education, peer support and personalized guidance, we empower members to take control of their health and achieve meaningful recovery. Our goal is to support members in living full, satisfying lives as they progress on their recovery journey. We build a path to improve mental health and wellness.

Become a member

Must be over 18 years of age and provide verification or a reasonable indicator of past or present lived experience with a mental health condition. Members must be able to care for themselves and benefit from the program.

There is no cost to be a member and no insurance is required.

Member Benefits

- Learn self-care and positive coping skills
- Wi-Fi/computers access
- Assistance finding local
 resources
- Achieve wellness and reach recovery goals
- Support groups
- Access to engaging peer-led and support groups
- Group activities
- Crafts, games and celebrations

Contact Info

1060 E. Broadway Street Needles, CA 92363 626.753.8725 Sonia.Vicario@PacificClinics.org



F.U.N. Clubhouse Weekly Schedule

Saturday		Closed
Sunday		
Monday	10:00 Walking Group	2:00 pm Triva
	1:00 pm Employment/Education Housing Resource Bulletin Board av	3:00 pm Movie & Popcorn ailable / Assistance available by appointment
Tuesday	10 am Exercise Group	2:00 pm Self Esteem Group
	1:00 pm Nutrition 4:30 pm Cleanup	3:00 pm Billiards / Free Time
Wednesday	10:00 am Walking Group	2:00 pm Digital Time
	1:00 pm Life Skills Group	3:00 pm Bingo
	Vocational/Educational Resource Bulletin I	Board Available / Assistance available by appointment
Thursday	Vocational/Educational Resource Bulletin I 10:00 am Exercise Group	Board Available / Assistance available by appointment 3:00 pm Arts & Craft
	10:00 am Exercise Group 1:00 pm Nutrition	3:00 pm Arts & Craft
	10:00 am Exercise Group 1:00 pm Nutrition	3:00 pm Arts & Craft 4:00 pm Cleanup
Thursday	10:00 am Exercise Group 1:00 pm Nutrition Times and	3:00 pm Arts & Craft 4:00 pm Cleanup schedules subject to change
Thursday	10:00 am Exercise Group 1:00 pm Nutrition Times and 10:00 am Walking Group 1:00 pm Life Skills Group	3:00 pm Arts & Craft 4:00 pm Cleanup schedules subject to change 2:30 pm Movie & Popcorn
Thursday	10:00 am Exercise Group 1:00 pm Nutrition Times and 10:00 am Walking Group 1:00 pm Life Skills Group For Phone: 626-7 1060 East Broadw Monday – H ***Se J	3:00 pm Arts & Craft 4:00 pm Cleanup schedules subject to change 2:30 pm Movie & Popcorn 4:30 pm Cleanup



JOIN US FOR A HOLIDAY CELEBRATION

Games,Raffles,food FROM 10 AM TO 3PM

1004 E Broadway st. Suite1060 Needles Ca. 92363

> Pacific Clinics.

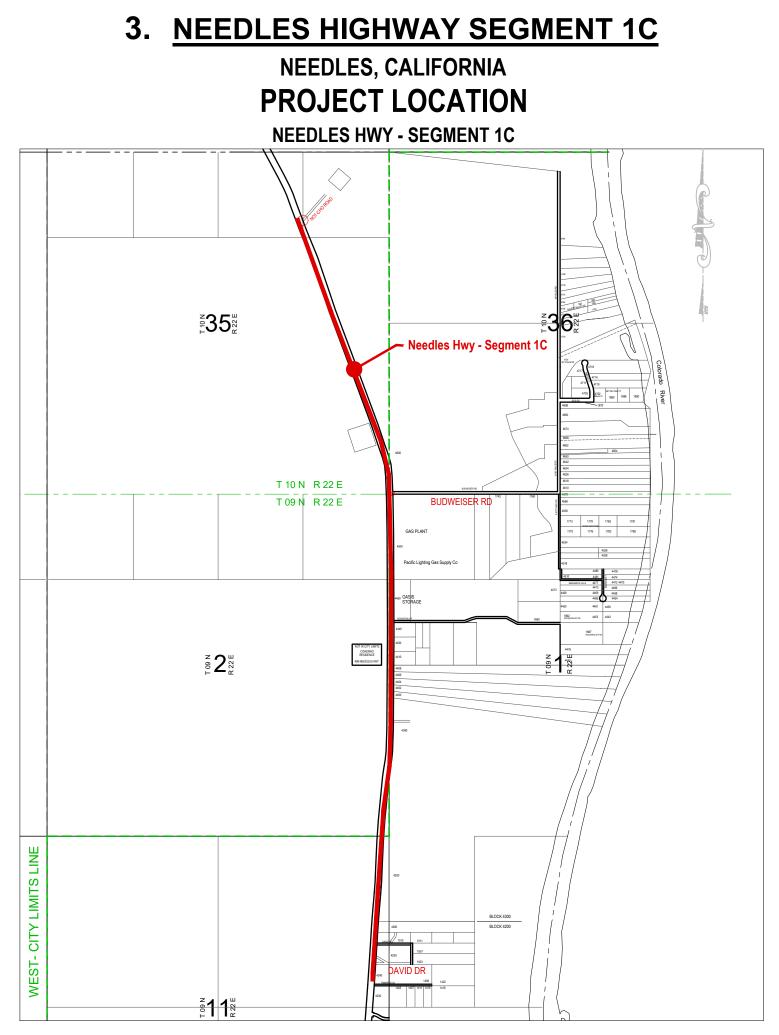
12/20/24

2. FLIP MENDEZ PARKWAY



2. FLIP MENDEZ PARKWAY





E:\-- T ELLMORE\My DRAWINGS\2022 MASTER BASE MAP (CLEAN).dwg, 11/22/2024 2:09:34 PM, Drawn by: Tammy Ellmore

4. INTERTIE PROJECT



7. <u>COMMUNITY CLEAN UP</u> *CITY OF NEEDLES RESIDENTS ONLY*

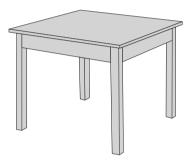
BULKY WASTE DROP-OFFEVENT

FREE DISPOSAL OF TRASH & BULKY ITEMS SEE LIST BELOW FOR WHAT IS NOT ACCEPTED

Saturday, January 25th, 2025

- 8 am to noon -

Event will end earlier if container equipment is full



Locations: Gates (Safari Drive), North K (Near Underpass), Vista (Nikki Bunch Ball Field), & Cibola (Robuffa) Subdivisions

FOR MORE INFORMATION: Rainie Torrance, rtorrance@cityofneedles.com, 760-326-2115 ext 140



- \cdot Hazardous Waste of any kind
- Commercial Waste
- Industrial Waste from businesses
- \cdot Motor Oil/Used Filters
- Household Cleaners
- Sharp Objects/Needles
- Fluorescent Tubes
- Space Heaters
- Musical Cards
- Radioactive Wastes
- \cdot Non-Sharp Medical Waste
- \cdot Wastes from foreclosed properties
- Auto & Household Batteries
- Pesticides & Fertilizers

- TV's & Computer Monitors
- Microwave Ovens
- Stereos or Radios
- Clothes Irons
- Medical Waste
- Tire/Appliances
- Non-Sharp Medical Waste
- Antifreeze
- Medications
- CPU's & Printers
- Telephone/Cellphones
- VCRs/DVD Player
- Asbestos
- Air Conditioners

10. <u>SBCSD SPEED AWARENESS</u>



ANGEL & SENIOR TREE

Ingel Tree

City Hall 817 Ord Street Needles, CA

ADCIPT A SENIOR Pick a name off the tree located at City Hall and help a

All gifts will be hand delivered by the Sheriff's Department!

Pick a name off the tree located at City Hall and help a Senior this Christmas. November 21st-December 16th.

Please bring your wrapped gift with the Angel Tag attached to the Drop Off Location by December 16th.

If you need assistance, please contact Misti Hunt at (760)326-9207 or mhunt@sbcsd.org

DROP OFF LOCATION

San Bernardino County Sheriff's Department 1401 Bailey Ave. Needles, CA (Located in the hospital parking lot)

CHILDRENS Angel tree

HELP SPREAD HOLIDAY CHEER WITH THE COLORADO RIVER SHERIFF'S STATION/NEEDLES POLICE BY HELPING WITH THE 5TH ANNUAL CHRISTMAS ANGEL TREE DRIVE.

VISIT THE LOBBY AT 1401 BAILY AVE. TO SELECT A TAG AND GIFT A CHILD IN NEED. YOUR GENEROSITY BRINGS JOY AND HOPE TO OUR COMMUNITY.

PLEASE WRAP YOUR GIFT(S) AND ATTACH THE TAG YOU TOOK TO YOUR GIFT(S). IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT MICHELLE ADVOCATE (760)326-9215

Please Return Gifts on or before December 13

All Angel Tree Gifts will be delivered the week before Christmas, December 16th - December 20th

CALIFORNIA'S NEW E-BIKE LAW: *GUIDANCE FOR AGENCIES*

Q&A ELECTRIC BICYCLE

>> WHAT'S AN E-BIKE?

An electric bike (e-bike) boosts a cyclist's human power with electric power thanks to the help of an electric motor. Some do this using pedals only ("pedal-assist"), while some are equipped with hand throttles. They come in as many shapes, sizes, and types as regular bikes, with the motor ceasing to provide power at 20 or 28 mph.

» WHAT'S THE NEW E-BIKE LAW?

The California e-bike law defines an e-bike as a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, specifies three types of e-bikes (see below), and establishes how and where to legally ride them in California.

» HOW DOES THE NEW E-BIKE LAW (AB1096) CHANGE HOW E-BIKES ARE REGULATED?

Before 2016, in California, e-bikes were regulated like mopeds and only had access to public streets and roads. E-bikes are much closer in performance and usage to bicycles, so the new e-bike law grants riders access to other California bikeways (see page 2).

» WILL ALL E-BIKES BE REGULATED IN THE SAME WAY?

No. The California e-bike law defines three types of electric bicycles based on speed and power control.

- » **TYPE 1** Bikes with a top assisted speed of 20 mph that must be pedaled to operate.
- » TYPE 2 Bikes with a top assisted speed of 20 mph that can be operated without pedaling by using a handlebar-mounted throttle.
- **» TYPE 3** Bikes with a top assisted speed of 28 mph that must be pedaled to operate.

Because of their speed and power control differences, their access to bike infrastructure is also different. The table on page 2 demonstrates where each type of e-bike can be ridden and other user requirements.

» HOW CAN LAW ENFORCEMENT TELL THE DIFFERENCE BETWEEN DIFFERENT TYPES OF E-BIKES?

Starting January 1, 2017, AB 1096 requires that all e-bike manufacturers apply a label to each e-bike being distributed in California that specifies its type and wattage. This helps law enforcement agencies determine if an e-bike has access to a particular bikeway. Each manufacturer may have slightly different labels.



» DO THE SAME BICYCLE "RULES OF THE ROAD" APPLY TO E-BIKE RIDERS?

Yes. E-bike riders are subject to the same rules and legal requirements that apply to people riding traditional bicycles when it comes to speed, proper passing, following local traffic laws, obeying posted speed limits, and other state and local ordinances. Motorists are required to give electric bicycles at least three feet of clearance when passing. All bicycle and electric bicycle riders 17 and under in California must wear a helmet. Like bicyclists, e-bike riders don't require a license, and their e-bikes don't need to be registered.



» ARE THERE ANY ADDITIONAL SAFETY CONCERNS WITH THE NEW E-BIKE LAW?

Since **Type 1 and 2 e-bike** performance and usage are very similar to bicycles, they pose similar safety concerns. **Type 3 e-bikes** may pose additional safety concerns, particularly if used in an inappropriate street or trail environment. For this reason, **Type 3 e-bikes** are restricted from Class 1 and 4 bikeways. Under this new law, local authorities and public agencies with jurisdiction over bicycle paths or trails may also prohibit the operation of any type of electric bicycle on a particular path or trail.

» WHAT SPECIFIC REGULATIONS APPLY TO TYPE 3 ELECTRIC BICYCLES?

Type 3 e-bikes are prohibited on Class I and IV bikeways, unless it is within or adjacent to a roadway, or unless the local authority or the governing body of a public agency having jurisdiction over such path or trail permits such operation.

The e-bike type model allows local level agencies, by local ordinance, to permit e-bikes on paths or bikeways where they are traditionally not allowed, in the event that the alternative route is considered hazardous. This is a local jurisdictional decision. Anyone operating, riding as a passenger on, in a restraining seat attached to, or in a trailer towed by a Type 3 electric bicycle must be at least 16 years of age and must wear a properly fitted bicycle helmet.

>> For more information visit:

http://www.peopleforbikes.org/pages/e-bikes.



	VEHICLE		VEHICLE USER					BIKEWAY ACCESS				
		PEDAL OPERATED	MAXIMUM Motor-Assisted Speed (MPH)	MINIMUM Age (years)	DRIVER'S License	LICENSE Plate	HELMET	CLASS I Bike Path	CLASS II Bike lane	CLASS III Bike Route	CLASS IV Protected lane	
	BICYCLE	YES	N/A	N/A	NO	NO	17 AND UNDER	YES	YES	YES	YES	
	TYPE 1 E-BIKE	YES	20	N/A	NO	NO	17 AND UNDER	YES	YES	YES	YES	
VEHICLE TYPE	TYPE 2 E-BIKE	NO	20	N/A	NO	NO	17 AND UNDER	YES	YES	YES	YES	
	TYPE 3 E-BIKE	YES	28	16	NO	NO	YES	NO	YES	YES	NO	
	MOPED	NO	N/A	16	YES	YES	YES	NO	YES	YES	NO	



13. CITY HALL CLOSED



THIS OFFICE WILL BE CLOSED THURSDAY NOVEMBER 28TH AND FRIDAY NOVEMBER 29TH TO CELEBRATE THANKSGIVING. WE WILL REOPEN ON MONDAY DECEMBER 2, 2024, AT 8:30 A.M.



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 J. Martinez

MEMORANDUM

- TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
- FROM: PATRICK J. MARTINEZ, CITY MANAGER
- SUBJECT: WEEKLY MEMORANDUM
- DATE: November 29, 2024
- 1. The Needles City Council is dedicated to fostering community pride through cleanup initiatives and beautification efforts. By enhancing our city's appeal and creating a family-friendly environment, we ensure Needles remains a safe, healthy, and welcoming place for everyone.

With **\$7 million in grants secured**, the City has made significant improvements to essential recreational areas, including:

- Jack Smith Walking Trail
- Bob Belts Beach Park
- Duke Watkins Park

These projects are vital to our shared vision of a sustainable and vibrant community, paving the way for a brighter future for Needles.

However, vandalism—including graffiti and damage to public property—undermines these efforts, costing the City thousands of dollars annually. Recent incidents, such as damage to facilities at Duke Watkins Park, including restrooms and children's play areas, have required the Public Works team to divert valuable resources toward repairs instead of future enhancements. **Refer to the attached images** for examples of vandalism in restrooms and the toll it takes on our shared spaces.

I want to take this opportunity to thank our **Public Works team** for their hard work and dedication in fixing the damage caused by vandalism. Their efforts help restore our community spaces and ensure they remain usable and enjoyable for everyone.

Why It Matters: Graffiti and vandalism harm the beauty and safety of our community. Beyond the financial burden, these acts impact our sense of pride and

community. Together, we can protect and preserve the amenities that make Needles a great place to live, work, and play.

How You Can Help 1. Report Graffiti and Vandalism If you witness graffiti or vandalism, report it immediately to the San Bernardino County Sheriff's Office: Call (909) 387-8313 to notify law enforcement and support efforts to hold offenders accountable. 2. Request Graffiti Removal The City will remove graffiti and restore public spaces promptly. Call the City: Contact us at (760) 326-2115 to report graffiti and request removal. Use the Needles Connect App: Download the Needles Connect app from the <u>Google Play Store</u> for Android or the <u>Apple Store</u> for iOS devices to easily submit removal requests.

A Call to Action: Let's work together to keep Needles clean, safe, and inviting. By taking pride in our community and standing against vandalism, we can create a brighter and more welcoming environment for residents and visitors alike. Let's build a Needles we can all be proud of! Thank you for your support and commitment to our city.

- 2. We extend our heartfelt thanks to Tri-State Community Healthcare, in partnership with IEHP and Redmond Construction, for their unwavering dedication and collaboration in serving our community. This week alone, they hosted two successful fresh produce giveaways, and over the course of this year, they have conducted more than a dozen events that provided vital resources to households across Needles. Their commitment to ensuring access to nutritious food is a testament to their profound care for the health and well-being of every resident in our vibrant city. These efforts went beyond delivering wholesome sustenance—they cultivated a strong sense of community, unity, and support that truly reflects the spirit of Needles. Thank you for your continued investment in the health and vitality of our community. Your contributions make a meaningful difference, and we are deeply grateful for all you do!
- 3. The City of Needles Recreation Center, in partnership with Arrowhead Credit Union, is thrilled to invite you to this year's Santa's Workshop—a cherished holiday tradition that celebrates the season of giving and community spirit. Join us on Saturday, December 14, 2024, from 11:00 AM to 3:00 PM at the Recreation Center at 1705 J Street for a day filled with holiday cheer! This special event is designed for children ages 5-13, who can create their own Christmas gifts, wrap them, and take them home to share with their loved ones. Participation is limited to the first 40 registered children, and there is a \$25 registration fee to cover the cost of materials and supplies. This fun and meaningful event will bring joy and create lasting memories for all who attend. For more information or to register, please get in touch with Jennifer Valenzuela, Recreation Manager, at jvalenzuela@cityofneedles.com or call 760-326-2814. Don't miss this fantastic opportunity—sign up today! We can't wait to see you there!

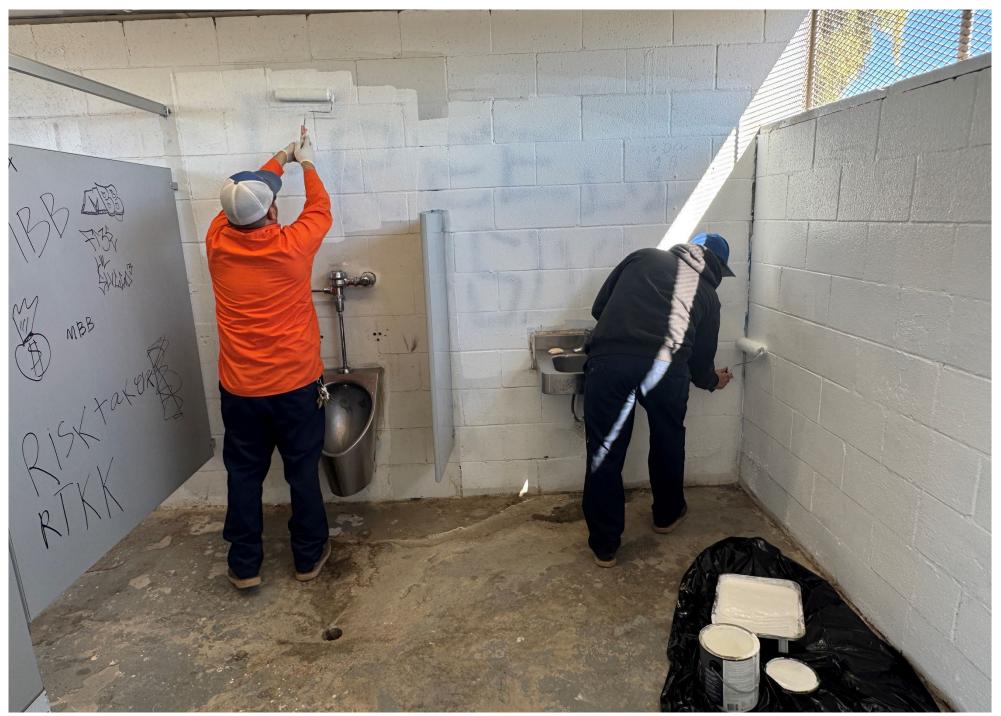
- 4. Earlier this week, a city vehicle assigned to our City employee was stolen while performing his duties at City Hall. Staff immediately contacted the Sheriff's Department, and thanks to their swift response and collaboration, the suspect was apprehended and arrested in Mesa, Arizona. The stolen vehicle, which prominently displays the City of Needles logo, helped limit the suspect's ability to evade detection. The City is moving forward with pressing charges to address this serious offense. We sincerely thank the San Bernardino County Sheriff's Department for their assistance and professionalism in resolving this matter. In response to the incident, we are implementing new protocols to enhance the safety of our employees and city assets, ensuring incidents like this are prevented in the future.
- 5. Don't miss the Holiday Fun Fair, Festival of Trees, and Lighted Parade on Saturday, December 7, 2024, hosted by Needles Youth Development, Palo Verde Needles Center, the Education Foundation, and Needles Community Partners. The day begins with the Holiday Fun Fair from 10:00 AM to 4:00 PM, featuring a variety of vendors and activities. At 725 W. Broadway, the Festival of Trees will honor veterans, offering festive activities such as tree voting, free Santa pictures from 12:00 PM to 3:00 PM, a toy giveaway by IEHP from 12:00 PM to 2:00 PM, a bake sale by the Needles Women's Club, and Santa's Shop with more holiday fun. The festivities continue at 4:00 PM with a Tree-Lighting Ceremony at the corner of G Street and Broadway, followed by the Lighted Parade. Don't forget to check out the 14th Annual Pee Wee Derby—pre-registration is required by contacting Recreation Manager Jennifer Valenzuela at jvalenzuela@cityofneedles.com or 760-326-2814. Join us for a day of celebration and holiday cheer!
- 6. Join us on Tuesday, December 3rd, at 10:00 AM at Duke Watkins Park (1500 Flip Mendez Pkwy) to celebrate the completion of the Duke Watkins Park Improvement Project! This exciting event will showcase the park's new features, including a bicycle pump track, splash pad, restroom, and small dog park, as well as upgrades to existing amenities such as a resurfaced basketball court, enhanced lighting, beautiful landscaping, new playground equipment, shade structures, and a vibrant expression wall. Be a part of this special day as we unveil these improvements designed to enhance recreation and enjoyment for the entire community! Check out the attached photos for a sneak peek at the new shade structures at the skate park and upgraded trash cans at Duke Watkins Park!

7. IMPORTANT UPCOMING DATES:

- December 7 4th Annual Jason Smith Memorial Golf Tournament: Support Needles High School and enjoy a day on the course.
- **December 13 Children's Angel Tree:** Select a tag at 1401 Bailey Ave. and fulfill a child's holiday wish. Return wrapped gifts with the Angel Tag by December 13. Contact Michelle Advocate at **(760) 326-9215** for details.
- December 16 Senior Angel Tree: Pick a name from the Angel Tree at City Hall (817 3rd Street) and provide a gift to a senior in need. Contact Misti Hunt at (760) 326-9207 or mhunt@sbcsd.org for assistance.

- December 21 Holiday Health Fair: Visit Tri-State Community Healthcare Clinic from 9:00 AM to 12:00 PM at 820 W. Broadway Street for their Holiday Health Fair.
- December 21 Fire House Ministries Community Christmas Toy Giveaway: Join Fire House Ministries for a festive event at El Garces, 950 Front Street, Needles, CA.
- Reminder Local Hazard Mitigation Plan Survey: Click <u>here</u> to fill out the survey and <u>here</u> for more information. Help make Needles safer and more resilient!
- January 25 Community Clean-Up: Dispose of trash and bulky items for free from 8:00 AM to noon at various city locations: Gates (Safari Drive), North K (near underpass and BNSF Road), Vista (Nikki Bunch Ball Field), and Cibola (Robuffa near Public Works Yard). Note: Hazardous waste and specific materials are not accepted.

1. VANDALISM



1. VANDALISM



6. DUKE WATKINS TRASH CANS



6. SKATE PARK IMPROVEMENTS

