



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

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
SUCCESSOR AGENCY to the REDEVELOPMENT AGENCY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, APRIL 12, 2022
COUNCIL EXECUTIVE SESSION – **5:00 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

AUTHORIZED BY AB 361

THE MAYOR AND COUNCIL MEMBERS MAY BE ATTENDING THIS MEETING VIA

***** MICROSOFT TEAMS *****

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

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

If asked, enter the following: Meeting ID: 744 969 232#

**OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 744 969 232#
The meetings are being recorded. - MASKS ARE ENCOURAGED**

CALL TO ORDER
ROLL CALL

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

CALL TO ORDER (Roll Call previously taken)

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

RECESS TO EXECUTIVE SESSION

- a) SARDA: Conference with Real Property Negotiator regarding sale of Successor Agency to the Redevelopment Agency property to Hooman Davoodi pursuant to Government Code Section 54956.8. Agency negotiator: City Manager Rick Daniels; Negotiating Parties: Successor Agency to the Redevelopment Agency as Seller and Hooman Davoodi as Buyer; Under Negotiation: price and terms of payment – APN 0186-222-11-0000 formerly known as APN 0186-222-07-0000 (26.86 acres located at Ice Plant Road/I-40)
- b) COUNCIL: Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9(d)(1)) In re: City of Needles v. Kim Carter, et al. - 421 Acoma, California Superior Court-County of San Bernardino Case No. CIVDS2018115
- c) COUNCIL; Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3): One potential case related to claim dated March 2, 2022 from In & Out Construction

- d) NPUA / COUNCIL: Conference with Legal Counsel regarding potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4) one potential case

EXECUTIVE SESSION – Report by City Attorney

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

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

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

PUBLIC COMMENTS PERTAINING TO THE NPUA / COUNCIL ITEM (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 1 through 2 on the Consent Calendar by affirmative roll call vote. (ACT)

- 1) NPUA /COUNCIL: Waive the reading and adopt Resolution No. 2022-29 authorizing the City Manager or Designee to Apply for and Receive Financial Assistance from the California State Water Resources Control Board for the Planning, Design and Construction of the Replacement of Needles City Well No.11 Treatment System and Distribution Pipeline
- 2) NPUA /COUNCIL: Waive the reading and adopt Resolution No. 2022-30 authorizing the City Manager or Designee to Apply for and Receive Financial Assistance from the California State Water Resources Control Board for the Planning, Design and Construction of the Waterline and Manifold Replacement: Backup Generators at Existing Well Sites

End of Consent

- 3) NPUA /COUNCIL: Adopt a revised Electric Statement of Policies dated April 2022 by amending the Power Cost Adjustment (PCA) Balancing Fund to reflect the PCA to be twenty percent (20%) of the yearly over-hydro budgeted power costs for the fiscal year (annual budget or revised budget as applicable) (ACT)

RECESS THE JOINT NPUA / SARDA / COUNCIL MEETING - RECONVENE THE CITY COUNCIL MEETING

PUBLIC HEARING

- 4) Public hearing noticed to consider all evidence and testimony for or against Short Term Residential Rentals
 - Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Ordinance No. 649-AC Amending Chapter 12 Entitled "Licenses" adding "Short-Term Residential Rentals" to the Needles Municipal Code (1st reading – post) (ACT)

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

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 5 through 18 on the Consent Calendar by affirmative roll call vote. (ACT)

- 5) Approve the Warrants Register through April 12, 2022
- 6) Accept work completed by Philips Excavating Inc. in the amount of \$63,000 to perform clean up abatement services along Reclamation Road using Cal Recycle Grant funds and authorize a Notice of Completion and record with the San Bernardino County Recorder's Office
- 7) Accept Deductive Change Order #1 in the amount of negative \$544,265 with Christensen Brothers for the removal of Alternate Bid Items, Palo Verde College Parking Lots, County Sheriff Complex Parking Lots and Flip Mendez Parkway from the Phase II Water Service Replacement & Street Improvements Project
- 8) Accept Change Order #2 in the amount of \$67,840 with Christensen Brothers for additional concrete driveway approaches and a paved fire lane for the new classroom on Erin Drive and additional asphalt for parking lots as part of the Phase II Water Service Replacement & Street Improvements Project to be invoiced to the Needles Unified School District
- 9) Accept Change Order #3 in the amount of \$53,300 with Christensen Brothers for additional water service street repair on Erin Drive, leveling a portion of L Street to pave over, additional work between O&P Streets and additional work on North K from Colorado River Bridge to Needles Hwy to Broadway: \$10,800 to be reimbursed by TE Roberts, \$5,900 from the Water Asset Replacement Fund and the balance budgeted in FY 2022 General Fund Public Works Street Improvements for the Phase II Water Service Replacement & Street Improvements Project
- 10) Accept Change Order #4 for one half (\$15,500) of the requested increase of \$31,000 due to Oil Price Index affecting Fuel and Asphalt increases from sub-contractors and sharing the increase with the School District by percentage for the current Phase II Water Service Replacement & Street Improvement project
- 11) Accept Change Order #1 in the amount of \$15,840 and Deductive Change Order #2 in the amount of negative \$967,360 and issue a Notice of Completion with Layne Christensen LLC for

work completed to this stage and file Notice of Completion with San Bernardino County Recorder's Office

- 12) Accept the cost increase for work designated by Arizona Department of Transportation under the Intergovernmental Agreement for an additional \$405,000 for the Bridge using General Fund Reserves
- 13) Waive the reading and adopt Resolution No. 2022-31 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of April 16, 2022 – May 16, 2022, pursuant to provisions of the Ralph M. Brown Act
- 14) Waive the reading and adopt Resolution No. 2022-32 declaring certain land as surplus under Government Code Section 54220 et. seq. for property located on the southeast corner of East South Lake Drive and South of Riverfront Parkway, APN 216-14-007 in the State of Arizona
- 15) Waive the reading and adopt Resolution No. 2022-33 awarding a bid for Mobile Spayed and Neutered Services to Dr. Angelina Beeks, in the amount not to exceed \$3,600 per year for mobile clinic services, to be conducted bi-annually, and authorize staff to issue a Notice of Award and Notice to Proceed with executing an agreement
- 16) Waive the reading and approve Resolution No. 2022-34 accepting the purchase offer from Joy and Charles Bennett for Surplus City-Owned Property located on the Southeast Corner of Clary Drive and La Cima Road APN #0185-351-24-0000
- 17) Approve a budget revision for the 2021-2022 fiscal year for the Needles Area Transit increasing the Section 5311 federal funding to \$56,584
- 18) Approve a Letter of Support for AB 2728 and SB 1426 to Assist the San Bernardino County Sheriff's Efforts to Stop Illegal Cannabis Farming

End of Consent

REGULAR ITEM

- 19) Ordinance No. 650-AC amending Section 15A-3, "Closing hours of certain recreation areas" and 15A-7 "Designated Skateboarding Areas" hours (1st reading – post) (ACT)
- 20) Review and authorize the Mayor to sign a letter(s) of support for legislation proposed by Senator Shannon Grove (ACT)
- 21) HomeKey Program discussion regarding a state program to provide transitional housing for the homeless (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

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

ADJOURNMENT

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

<http://www.cityofneedles.com>

Posted April 8, 2022

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

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

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

Dated this 8th day of April 2022

Dale Jones, CMC, City Clerk



City of Needles, California Request for Council Action

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

Meeting Date: April 12, 2022

Title: Adopt Resolution No. 2022-29 Authorizing the City Manager or Designee to Apply for and Received Financial Assistance from the California State Water Resources Control Board for the Planning, Design and Construction of the Replacement of Needles City Well No. 11 Treatment System and Distribution Pipeline

Background: The City of Needles has experienced water quality issues including iron and manganese above the secondary maximum contaminant level (SMCL) at some of its existing groundwater wells. A pilot well at the proposed Well No. 16 site was recently drilled and sampled, and the results indicate that iron and manganese are also above the SMCL. Therefore, the City capped the pilot well for future potential use and focus on wellhead treatment at their existing Well No. 11.

Well No. 11 was recently rehabilitated and a new pump installed, and it is expected to produce up to 2,500 gallons per minute. Existing treatment processes at Well No. 11 include chlorination and catalytic filtration for iron and manganese removal, although the filtration system has been offline and not used for over 10 years. The existing treatment system was purchased in used condition and is currently in poor condition. The treatment system is beyond its useful life and should be replaced with a new treatment system to remove iron and manganese to provide the City with a reliable backup source to Well No. 15.

The centralized treatment project can not only treat Well No. 11 but will also be capable to treat Well No. 12, 15 and even 16 at such time the City develops the well out.

Scope of Improvements:

The proposed system will consist of chlorination and a new manganese dioxide media filtration system. The following improvements are recommended to bring Well No. 11 back online and improve water quality.

- Demolition of existing treatment system (contact vessels, filtration vessels, chlorine system, sulfur dioxide system, backwash reclaim system, water storage tank, controls and piping that can not be reused)
- Rehabilitation or replacement of 75,000-gallon backwash reclaim tank (likely replacement with one new tank)
- New backwash reclaim system (pump and floating decanter)



City of Needles, California Request for Council Action

- New 2,500 gpm manganese dioxide or Greensand Plus filtration for iron and manganese removal
- New sodium hypochlorite storage and feed system for pre-filter oxidization and distribution system disinfection.
- New control system (PLC with operator interface with SCADA integration and/or alarm callout)
- Associated piping and valves (manual and automated)

Anticipated Operation & Maintenance

A new filtration and treatment system will be easier to maintain than rehabilitating the deteriorating existing system. The new filtration system will be fully automated. When one filter cell is in backwash mode, the other filter cells will remain in filtration mode to provide treated water for backwashing. The system is automatically placed back into service mode after each of the filter cells have been backwashed. Backwashes can be triggered by differential pressure, runtime, throughput, or can be manually initiated. The solenoid valves on the filtration system should be checked annually for proper operation.

The Board of Public Utilities adopted Resolution No. 4-5-22 BPU authorizing the recommended action on April 5, 2022.

Fiscal Impact: To be determined

Recommended Action: Adopt Resolution No. 2022-29 Authorizing the City Manager or Designee to Apply for and Received Financial Assistance from the California State Water Resources Control Board for the Planning, Design and Construction of the Replacement of Needles City Well No. 11 Treatment System and Distribution Pipeline

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: For

Date: 3/30/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: #1

RESOLUTION NO. 2022-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR AND RECEIVE FINANCING FROM THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE PLANNING, DESIGN AND CONSTRUCTION OF THE REPLACEMENT OF NEEDLES CITY WELL NO. 11 TREATMENT AND DISTRIBUTION PIPELINE

WHEREAS, the City of Needles (the “City”) desires to seek funding for the planning, design, and construction of improvements to the water supply facilities of the City to meet water quality and quantity requirements and demands; and

WHEREAS, the City has completed a financial assistance application for the Replacement of Needles City Well No. 11 Treatment System and Distribution Pipeline (the “Project”) through the State Water Resources Control Board; and

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

SECTION 1: The City Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.

SECTION 2: This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3: The Authorized Representative, or his/her designee, is designated to represent the City in carrying out the City’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of April, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Needles

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

www.cityofneedles.com

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D.
Councilmember Tona Belt
Councilmember Wade Evans
Councilmember Zachery Longacre
Councilmember Kirsten Merritt
Councilmember Ellen Campbell
City Manager Rick Daniels

Via email to: Pete.Stamas@waterboards.ca.gov

March 9, 2022

State Water Resource Control Board
Office of Sustainable Water Solutions
c/o Mr. Peter Stamas, P.E.
1001 I Street
Sacramento, CA 95814

Subject: City of Needles New Well No. 16 Update and Water Quality Results

Dear Mr. Stamas,

The City of Needles (City) appreciates the State Water Resource Control Board's (SWRCB) continued support in completing the construction of a new well (Well No. 16) to provide a critical second potable water supply to the City. As you are aware, the City has contracted with Layne Christensen Company (Layne) for the Well No. 16 construction; and construction began on February 14, 2022.

Layne completed the installation of the well conductor casing on February 16 and began drilling the pilot hole on February 18. Pilot hole drilling was terminated at a total depth of 400' on February 19. Thereafter, the hydrogeologist established two zones within the borehole to complete aquifer zone testing. Said testing was completed by Layne on February 23 and a total of four samples were collected and sent to two different labs for water quality analysis. Both zones showed good conductivity during aquifer zone testing, with each zone supporting more than the targeted production capacity of 2,500 gallons per minute (gpm).

The lower zone (Zone 1) was centered around 301' below ground surface and the upper zone (Zone 2) was centered around 133' below ground surface. The lab results show that in both zones the iron is above the State's Secondary Maximum Contaminate Level (SMCL) and manganese is either near or above the SMCL in Zone 2 and below the SMCL in Zone 1. The iron content was further analyzed and found to be primarily ferric iron. Additionally, the total dissolved solids (TDS) were generally between 800-900 mg/L in both zones, with a SMCL at 500 mg/l. Following, the City has conducted several meeting with staff, hydrogeologist, and engineering consultants better understand the water quality findings and identify the best path forward.

Based on these conversations, three alternatives were identified:

1. **Complete Construction of Well No. 16** – The City could continue with the construction of Well No. 16 and only build the lower Zone 1 with the hope that the elevated iron and TDS level dissipated during well development. Zone 1 has slightly better manganese results than Zone 2, but there are no guarantees that iron and TDS levels will improve below the SMCL after development. Should iron levels not improve, the City would be

unable to put the well into service without adding treatment. Additionally, should the TDS levels remain the same, the City may receive complaints from customers regarding taste, color, and odor. Compounding the City's concerns with completing the well is that they have already received a citation from the SWRCB for iron and manganese in May 2021.

Without an additional funding source to add treatment if required following well completion, the City is unwilling to move forward with this alternative.

2. **Drill a New Well in an Alternative Location** – The City could explore drilling a new well in an alternative location; however, there are no guarantees that the water quality will be better at the alternative location. In addition, the City has limited options for alternative locations without purchasing additional real estate. Further, the cost for drilling a new pilot hole and completing zone testing to verify its feasibility for full construction is over \$300,000.

Historically, several of the City's wells have had challenges with elevated iron and manganese levels. For example, Wells 11, 12, and 8 were all removed from service due to water quality concerns. As such, Well No. 16's location was selected with the best available information related to potential causes for elevated iron and manganese. However, as noted above, the water quality has not improved.

3. **Abandon Well No. 16 and Construct a Treatment Facility at an Alternative Location** – The City completed a feasibility study in January 2021 to explore a treatment system at Well No. 11, see attached. The report evaluated three alternative to treat iron and manganese at Well No. 11 including: Rehabilitating the Existing Treatment System, Construction a New Manganese Dioxide Filtration System, and Sequestration. The report identified a new manganese dioxide filtration system as the recommended alternative. The new filtration system would provide a reliable treatment system that can achieve the City's water quality objectives and provide a critical second potable water supply. The estimated life of the improvements is greater than 20 years. The approximate capital cost is \$3.0 million, with an annual O&M cost of \$200,000 per year.

Following completion of the report, the City ultimately elected to drill a new well (Well no. 16) due to having a similar capital cost and lower O&M costs. However, given the water quality concerns identified during the construction of Well No. 16, this alternative is now the preferred alternative.

In an effort to control on-going standby costs at Well No. 16, the City is requesting approval from the SWRCB to cap the well and terminate the construction contract with Layne. Additionally, the City is requesting to start the funding agreement amendment process to repurpose the existing grant funding allocation toward the Well No. 11 manganese dioxide filtration system. While the City understands this may take some time to receive approval, they must move forward immediately with an alternative water supply project. The summer months are fast approaching and the City is still without a second potable water supply to serve its customers.

The City appreciates the opportunity to provide a project update to the SWRCB and request direction to move forward during these trying times. We look forward to continued dialogue and assistance with a funding agreement amendment to support the proposed supplemental water supply project.



City of Needles

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

www.cityofneedles.com

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D.
Councilmember Tona Belt
Councilmember Wade Evans
Councilmember Zachery Longacre
Councilmember Kirsten Merritt
Councilmember Ellen Campbell
City Manager Rick Daniels

Sincerely,

**Rainie
Torrance**

Rainie Torrance
Assistant Utilities manager
City of Needles

Digitally signed by
Rainie Torrance
Date: 2022.03.09
11:32:25 -08'00'

Attachments: Table F-1 - Laboratory Analytical Results for Zonal Testing Performed
February 2022
Well No. 11 Groundwater Treatment System Alternatives Analysis

cc. Rick Daniels, City Manager rdaniels@cityofneedles.com

TABLE 1 - Murl Shaver Well #16
Laboratory Analytical Results
Zonal Testing Performed February 2022

ZONAL SCREEN INTERVAL (feet bls)	SAMPLE TYPE	ANALYTICAL LABORATORY	Zonal Lab Concentrations (mg/L)								Arsenic (Total)	
			Total Dissolved Solids	Nitrate (as N)	Fluoride	Iron (Total)	Ferrous Iron (2+)	Ferric Iron (3+)	Selenium	Manganese		
Z2: 123-143	Airlift	Pace	781	1.3	1.7	0.78	0.16	0.62	<0.0025	0.0386	0.0052	
	Pump	Pace	891	1.3	1.7	0.53	<0.08	0.53	<0.0025	0.0638	0.0060	
	Airlift	Eurofins	860	1.6	1.7	0.68	<0.1	0.68	0.0017	0.0320	0.0051	
	Pump	Eurofins	890	1.6	1.7	0.58	<0.1	0.58	0.0016	0.0510	0.0054	
Z1: 291-311	Airlift	Pace	927	0.91	1.4	0.46	0.10	0.36	<0.0025	0.0243	0.0068	
	Pump	Pace	909	0.87	1.4	0.43	<0.08	0.43	<0.0025	0.0292	0.0068	
	Airlift	Eurofins	900	1.1	1.4	0.42	<0.1	0.42	0.0014	0.0200	0.0061	
	Pump	Eurofins	880	1.1	1.4	0.41	<0.1	0.41	0.0016	0.0240	0.0060	
California PHG /Secondary DWR			California MCL	NE	10.0	2.0	NE	NE	NE	0.05	NE	0.010
				500	NE	1.0	0.3	NE	NE	0.03	0.05	0.000004



City of Needles, California Request for Council Action

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

Meeting Date: April 12, 2022

Title: Adopt Resolution No. 2022-30 Authorizing the City Manager or Designee to Apply for and Received Financial Assistance from the California State Water Resources Control Board for the Planning, Design and Construction of the Waterline and Manifold Replacement: Backup Generators at Existing Well Sites

Background: In January 2022 the City received \$50,179.05 from the Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement Grant to design three areas of deteriorating service laterals and mains in the following areas: Monterey and Arizona Avenue, River Road and the City's Manifold.

Staff have been working to incorporate the waterline projects and back up generators at Well No. 15 and 11 into the existing grant application with the State Water Resource Control Board. The waterlines are designed and ready for bid. TKE Engineering is finalizing the design for the backup generators. All environmental clearances have been repaired and submitted.

The funding of this project will be incorporated into the Lilly Hill Booster Station, L Street Booster Station and Well No. 11 Treatment grant scope of work and budget.

The Board of Public Utilities adopted Resolution No. 4-5-22-1 BPU authorizing the recommended action on April 5, 2022.

Fiscal Impact: Project cost is estimated at \$1.5M

Recommended Action: Adopt Resolution No. 2022-30 Authorizing the City Manager or Designee to Apply for and Received Financial Assistance from the California State Water Resources Control Board for the Planning, Design and Construction of the Waterline and Manifold Replacement: Backup Generators at Existing Well Sites

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: 

Date: 3/30/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 2

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR AND RECEIVE FINANCING FROM THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE PLANNING, DESIGN AND CONSTRUCTION OF THE WATERLINE AND MANIFOLD REPLACEMENTS; BACKUP GENERATORS AT EXISTING WELL SITES

WHEREAS, the City of Needles (the “City”) desires to seek funding for the planning, design, and construction of improvements to the water supply facilities of the City to meet water quality and quantity requirements and demands; and

WHEREAS, the City has completed a financial assistance application for the Waterline and Manifold Replacements; Backup Generators at Existing Well Sites (the “Project”) through the State Water Resources Control Board; and

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

SECTION 1: The City Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.

SECTION 2: This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3: The Authorized Representative, or his/her designee, is designated to represent the City in carrying out the City’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of April, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
2. UNLESS DETAILED, SPECIFIED, OR OTHERWISE INDICATED ON THE DRAWINGS, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND GENERAL NOTES. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS ON DRAWINGS.
3. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF WORK, DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
4. ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING DIGAERT FOR LOCATION OF ALL UTILITIES, 48 HOURS BEFORE DIGGING.
5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS.
6. TRAFFIC CONTROL TO CONFORM TO CITY STANDARDS.
7. PRESERVE OR RESTORE ALL EXISTING FENCES, ROADS, UTILITIES AND DITCHES.
8. ALL THRUST BLOCKS PER TYPICAL 230.
9. LOCATING WIRE SHALL BE INSTALLED FROM VALVE TO VALVE ON ALL WATERLINE.
10. MAINTAIN A 10 FT. MINIMUM HORIZONTAL DISTANCE FROM SEWER FOR ALL CULINARY WATER LINES.
11. MINIMUM COVER FROM TOP OF PIPE SHALL BE 3 FEET UNLESS SHOWN OTHERWISE.
12. EXISTING PIPES TO BE POT-HOLED PRIOR TO INSTALLATION OF PIPE WITH SUFFICIENT DISTANCE TO ADJUST GRADE OF PIPE BEING INSTALLED.
13. CONTRACTOR SHALL TAKE PICTURES/VIDEO EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
14. CONTRACTOR SHALL NOTIFY THE CITY A MINIMUM OF 48 HOURS IN ADVANCE OF ALL PLANNED SHUT DOWNS/INTERRUPTION OF SERVICE.
15. WHERE MEGA-LUGS ARE SHOWN W/O THRUST BLOCKS, JOINT RESTRAINT HARNESSSES SHALL BE REQUIRED PER TYPICAL DETAIL 234.
16. LATERAL LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE. ACTUAL LOCATIONS SHALL BE FIELD DETERMINED AND AGREED UPON BY THE PROPERTY OWNER AND THE CITY.

—	POWER
—	FIBER OPTIC
—	GAS
—	OVERHEAD POWER
—	STORM DRAIN
—	SEWER
—	SECONDARY WATER
—	TELEPHONE
—	WATER
—	EXIST. FENCE
—	DITCH FLOW LINE
—	PROPERTY BOUNDARY
—	GRADE EREK

DWG
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DISCLAIMER:
-DUE TO THE CRITICAL NATURE OF THIS AREA OF THE CITY'S DISTRIBUTION SYSTEM AND THE EXTREME DETERIORATION OF THE EXISTING PIPES, THE EXACT SIZE, LOCATION, AND LAYOUT OF THE EXISTING PIPING IN THIS AREA HAS NOT BEEN CONFIRMED. ADDITIONALLY, SEVERAL INCONSISTENCIES IN HISTORICAL RECORDS HAVE FORCED THE DESIGN ON THIS INFRASTRUCTURE TO BE THEORETICAL.

PROJECT SEQUENCING

PHASE 1 - BYPASS LINE CONSTRUCTION

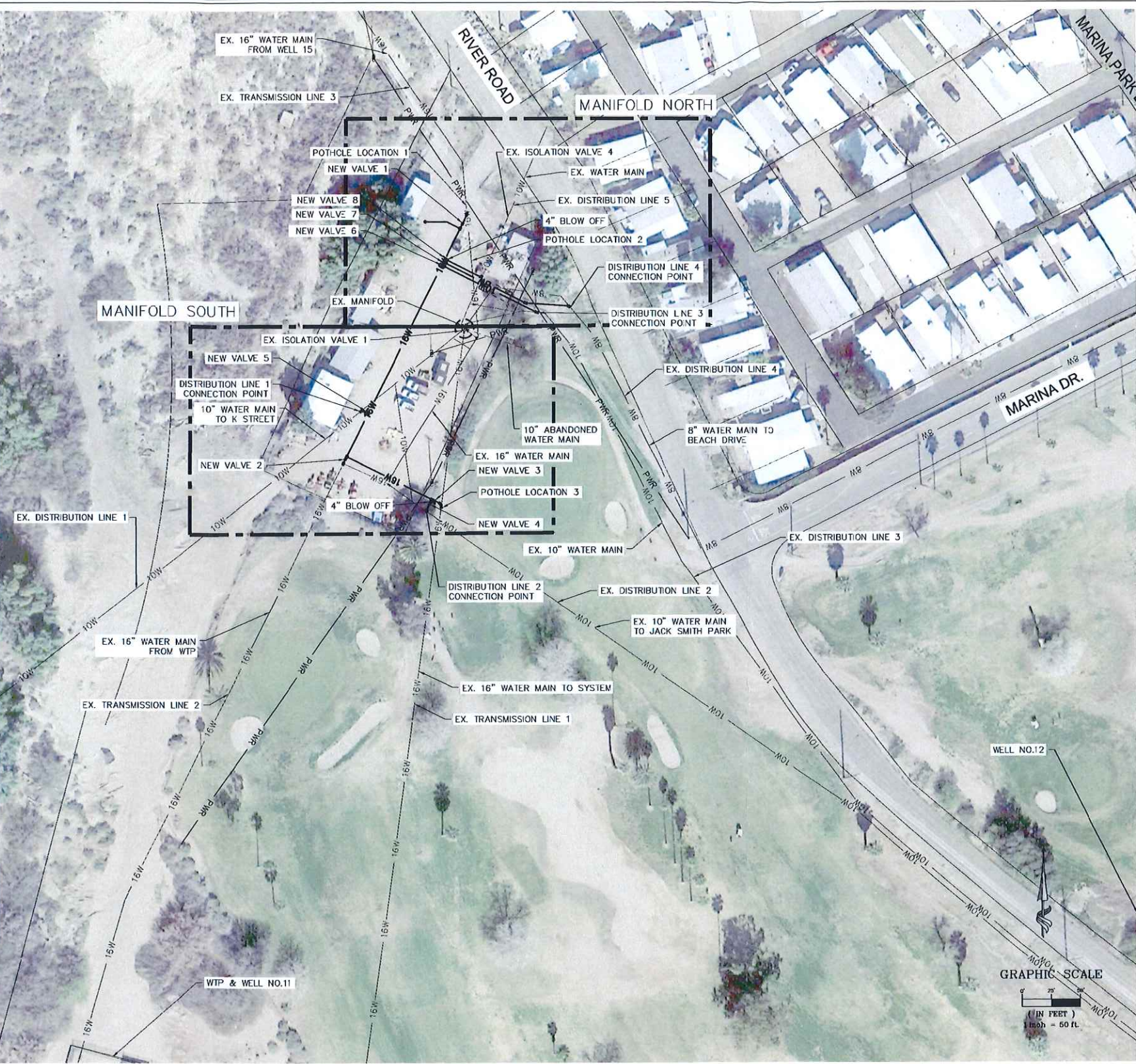
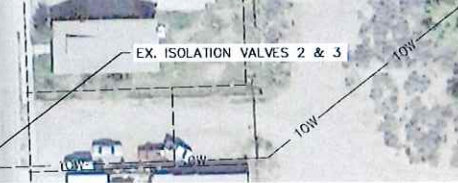
- STEP 1 - AT POTHOLE 1 & POTHOLE 2, LOCATE TRANSMISSION LINE 1 TO CONFIRM THE DIAMETER, LOCATION AND ELEVATION OF THE EXISTING PIPE.
- STEP 2 - AT POTHOLE 3, LOCATE TRANSMISSION LINE 2 TO CONFIRM THE DIAMETER, LOCATION AND ELEVATION OF THE EXISTING PIPE.
- STEP 3 - ISOLATE DISTRIBUTION LINE 1 BY CLOSING ISOLATION VALVES 2 AND 3 IN K STREET NEAR THE INTERSECTION OF SPRUCE STREET AND THE ASSOCIATED ISOLATION VALVE AT THE MANIFOLD.
- STEP 4 - AT THE DISTRIBUTION LINE 1 CONNECTION POINT, CUT IN A NEW MJ DUCTILE IRON BEND IN DISTRIBUTION LINE 1. INSTALL VERTICAL AND HORIZONTAL BENDS AS NEEDED TO ALIGN DISTRIBUTION LINE 1 CONNECTION PIPE WITH THE BYPASS LINE ALIGNMENT AND ELEVATION. THIS ELEVATION SHOULD BE HALF WAY BETWEEN THE ELEVATIONS OF TRANSMISSION LINE 1 AT POTHOLE 1 AND THE ELEVATION OF TRANSMISSION LINE 2 AT POTHOLE 3 TO AVOID ANY HIGH POINTS.
- STEP 5 - CONSTRUCT ALL PORTIONS OF THE BYPASS LINE BETWEEN NEW VALVES 1, 2 AND 3, UP TO AND INCLUDING NEW VALVES 4, 5, 6, 7, AND 8 (INSTALL NEW VALVES IN THE CLOSED POSITION). INSTALL TEMPORARY THRUST BLOCKING AS PER DETAIL A ON SHEET 14 ON ALL VALVES.
- STEP 6 - OPEN NEW VALVE 5 AND ONE OF THE ISOLATION VALVES IN K STREET TO FILL THE LINES. CONDUCT PRESSURE TEST AND DISINFECTION PROCEDURES ON ALL NEWLY CONSTRUCTED PIPE USING THE TWO FLUSHING HYDRANTS IN ACCORDANCE WITH AWWA C651-14 SECTION 4.9. AS PER CALIFORNIA STATE CODE, "TWO SATISFACTORY" BACTERIOLOGICAL SAMPLES TAKEN 24 HOURS APART SHALL BE ACQUIRED AND SUBMITTED TO THE CITY PRIOR TO PROCEEDING TO THE NEXT STEPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ANY REPAIRS NEEDED TO PASS THE PRESSURE TEST AND SHALL BE RESPONSIBLE FOR TAKING AND SUBMITTING THE BACTERIOLOGICAL SAMPLES.

PHASE 2 - DISTRIBUTION LINE TIE-OVERS

- STEP 7 - AFTER THE BYPASS LINE IS CONSTRUCTED, THE PIPE FOR THE TIE-OVERS CAN BE CONSTRUCTED UP TO THE POINTS OF CONNECTION TO PREPARE THEM TO BE READY TO TIE-OVER IN A TIMELY MANNER.
- STEP 8 - WITH THE HELP OF THE CITY, THE CONTRACTOR SHALL ASSIST IN SYSTEMATICALLY SHUTTING DOWN EACH OF THE SEVEN EXISTING VALVES ATTACHED TO THE MANIFOLD TO DETERMINE WHICH VALVE CAN BE UTILIZED IN ISOLATING DISTRIBUTION LINES 2, 3, 4, & 5. A LOCATION ALONG EACH OF THE DISTRIBUTION LINE WILL NEED TO BE IDENTIFIED WHERE THE PRESSURES CAN BE MONITORED DURING THE PROCEDURE. THE CITY SHALL DETERMINE THESE LOCATIONS. ONCE THE ISOLATION VALVES AT THE MANIFOLD HAVE BEEN TIED TO THE DISTRIBUTION LINES, THE CONTRACTOR MAY BEGIN TYING OVER EACH OF THE DISTRIBUTION LINES. ALTHOUGH THEY ARE LISTED IN A SPECIFIC ORDER BELOW, THE CONTRACTOR MAY ADJUST THE ORDER AS NEEDED.
- STEP 9 - TO TIE OVER DISTRIBUTION LINE 5 BY CLOSING THE ASSOCIATED ISOLATION VALVE FOR DISTRIBUTION LINE 5 AT THE MANIFOLD AND ISOLATION VALVE 4 AT THE EXISTING METER VAULT. THE CONTRACTOR SHALL WORK WITH THE CITY TO NOTIFY THE AFFECTED CUSTOMERS OF THE SHUTDOWN.
- STEP 11 - OPEN NEW VALVE 8 AND CONDUCT PRESSURE TESTING AND DISINFECTION PROCEDURES FOR ALL NEWLY CONSTRUCTED PIPE. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO LOCATE A HYDRANT DOWNSTREAM OF THE CONNECTION TO USE FOR FLUSHING.
- STEP 12 - TIE OVER DISTRIBUTION LINE 4 BY CLOSING THE ASSOCIATED ISOLATION VALVES FOR DISTRIBUTION LINE 4 AT THE MANIFOLD AND DOWNSTREAM OF THE CONNECTION POINT. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO LOCATE A VALVE ON DISTRIBUTION LINE 4 DOWNSTREAM OF THE CONNECTION POINT. THE CONTRACTOR SHALL WORK WITH THE CITY TO NOTIFY THE AFFECTED CUSTOMERS OF THE SHUTDOWN.
- STEP 14 - OPEN NEW VALVE 7 AND CONDUCT PRESSURE TESTING AND DISINFECTION PROCEDURES FOR ALL NEWLY CONSTRUCTED PIPE. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO LOCATE A HYDRANT DOWNSTREAM OF THE CONNECTION TO USE FOR FLUSHING.
- STEP 15 - TIE OVER DISTRIBUTION LINE 3 BY CLOSING THE ASSOCIATED ISOLATION VALVES FOR DISTRIBUTION LINE 3 AT THE MANIFOLD AND DOWNSTREAM OF THE CONNECTION POINT. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO LOCATE A VALVE ON DISTRIBUTION LINE 3 DOWNSTREAM OF THE CONNECTION POINT. THE CONTRACTOR SHALL WORK WITH THE CITY TO NOTIFY THE AFFECTED CUSTOMERS OF THE SHUTDOWN.
- STEP 17 - OPEN NEW VALVE 6 AND CONDUCT PRESSURE TESTING AND DISINFECTION PROCEDURES FOR ALL NEWLY CONSTRUCTED PIPE. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO LOCATE A HYDRANT DOWNSTREAM OF THE CONNECTION TO USE FOR FLUSHING.
- STEP 18 - TIE OVER DISTRIBUTION LINE 2 BY CLOSING ISOLATION VALVE 5 AND ANOTHER VALVE ON DISTRIBUTION LINE 2 DOWNSTREAM OF THE CONNECTION POINT. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO LOCATE A VALVE ON DISTRIBUTION LINE 2 DOWNSTREAM OF THE CONNECTION POINT. THE CONTRACTOR SHALL WORK WITH THE CITY TO NOTIFY THE AFFECTED CUSTOMERS OF THE SHUTDOWN.
- STEP 20 - OPEN NEW VALVE 4 AND CONDUCT PRESSURE TESTING AND DISINFECTION PROCEDURES FOR ALL NEWLY CONSTRUCTED PIPE. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO LOCATE A HYDRANT DOWNSTREAM OF THE CONNECTION TO USE FOR FLUSHING.

PHASE 3 - TRANSMISSION LINE TIE-OVERS

- STEP 21 - THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE A SAFE TIMELINE TO COMPLETE THE TRANSMISSION LINE TIE-OVERS. THE CITY'S ENTIRE CULINARY WATER SYSTEM CAPACITY WILL BE REDUCED BY ISOLATING THE TRANSMISSION LINE, SO A LOW DEMAND TIME AT THE BEGINNING OF THE WORK WEEK SHOULD BE SELECTED WHERE POSSIBLE.
- STEP 21 - TIE OVER BOTH TRANSMISSION LINES 1 AND 3 BY CLOSING THE ASSOCIATED ISOLATION VALVES AT THE MANIFOLD AND DOWNSTREAM OF THE CONNECTION POINTS. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO LOCATE VALVES ON TRANSMISSION LINES 1 AND 3, DOWNSTREAM OF THE CONNECTION POINTS. THE CONTRACTOR SHALL DEVELOP A PLAN FOR DRAINING AND DISPOSING OF ALL THE WATER FROM THE EXISTING TRANSMISSION LINES.
- STEP 22 - OPEN THE TWO CORP STOP VALVES INSTALLED FOR AIR RELEASE AND SLOWLY BEGIN FILLING TRANSMISSION LINES 1 & 2 FROM THE EXISTING ISOLATION VALVES IDENTIFIED IN THE PREVIOUS STEP. ONCE THE LINES HAVE BEEN FILLED, CLOSE THE CORP STOP VALVES. ONCE ALL ASPECTS OF THE PROJECT HAVE BEEN TESTED AND PLACED IN OPERATION, THESE VALVES MAY BE BURIED.
- STEP 23 - OPEN NEW VALVES 1 AND 3 AND CONDUCT PRESSURE TESTING AND DISINFECTION PROCEDURES FOR ALL NEWLY CONSTRUCTED PIPE.
- STEP 24 - CLOSE THE ASSOCIATED ISOLATION VALVES FOR TRANSMISSION LINE 2 AT THE MANIFOLD AND AT THE WATER TREATMENT PLANT.
- STEP 25 - MAKE THE CONNECTION TO TRANSMISSION LINE 2 BY REMOVING THE EXISTING 90 DEGREE BEND AND CONNECTING TO IT WITH A SLEEVE.
- STEP 27 - OPEN NEW VALVE 2 AND CONDUCT PRESSURE TESTING AND DISINFECTION PROCEDURES FOR ALL NEWLY CONSTRUCTED PIPE.
- STEP 28 - ABANDON ALL VALVES AT THE MANIFOLD AND ISOLATION VALVE 5 PER DETAIL D ON SHEET 13.



epic ENGINEERING
3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84120
(801) 955-5605
50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6600

REVISION				
NO	DATE	REV. BY	ISSUE	



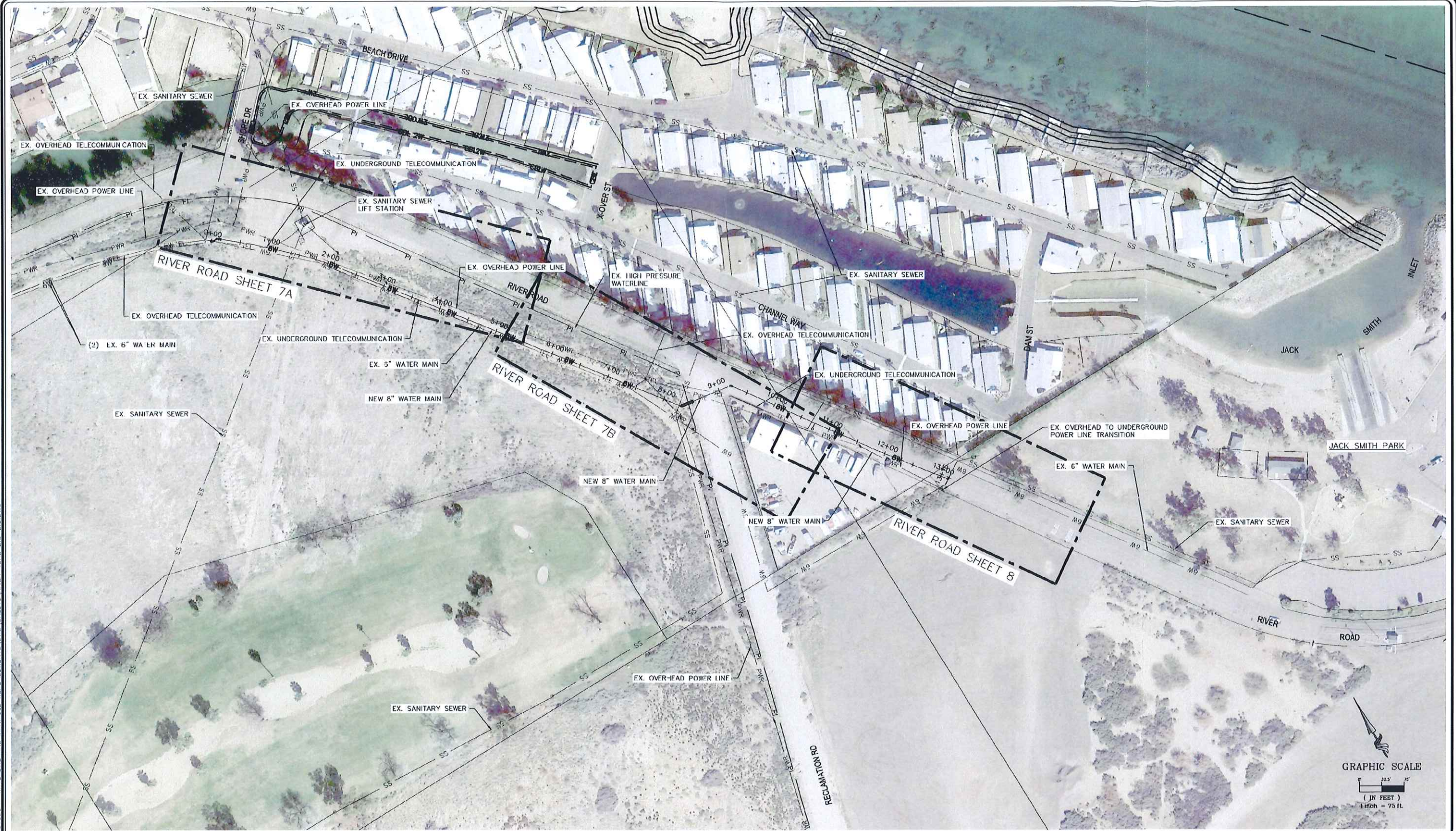
817 THIRD STREET
NEEDLES, CA 92363
(760) 326-2113

PROJECT NAME:
WATERLINE & MANIFOLD REPLACEMENTS
PROJECT LOCATION:
NEEDLES, CALIFORNIA

SCALES
11'x17": 24'x36"
SHEET TITLE:
MANIFOLD OVERVIEW
DRAWN: SKD
DESIGNER: MDH
REVIEWED: DIO
PROJECT #
20-CN-098
DATE:
NOVEMBER 2021
DWG
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3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84120
(801) 955-6605

50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 854-6603

REVISION				
NO	DATE	REV. BY	ISSUE	



817 THIRD STREET
NEEDLES, CA 92363
(760) 326-2113

PROJECT NAME:
WATERLINE & MANIFOLD REPLACEMENTS

PROJECT LOCATION:
NEEDLES, CALIFORNIA

SCALES:
11"x17":
24"x36":
1" = 125'

SHEET TITLE:
RIVER ROAD OVERVIEW

DRAWN: SKD
DESIGNER: MDH
REVIEWED: DID
DATE: NOVEMBER 2021

PROJECT #
20-CN-008
DWG:
6



City of Needles, California Request for Council Action

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

Meeting Date: April 12, 2022

Title: Adopt a revised Electric Statement of Policies dated April 2022 by amending the Power Cost Adjustment (PCA) Balancing Fund to reflect the PCA to be twenty percent (20%) of the yearly over-hydro budgeted power costs for the fiscal year (annual budget or revised budget as applicable)

Background: The City purchased July and August term purchases in June 2021 that ranged from \$264 MW on-peak and roughly \$80 off-peak. When WAPA went to the market to transact prices were higher than estimated, \$300 MWh for on peak and \$100 MWh for off peak. For July / August the total was \$2,261,373, plus \$44,000 for transmission to get to load. This is \$457,873 more than the estimates, which were based on the forwards. The City also added \$322,940 in spot funds to the trust fund for additional protection during these high market prices. The total budget for fiscal year is \$2,500,000 and due to the high market prices the budget for FY 22 is over by \$128,813.

In June the Board authorized the reduction of the PCA fund to \$750,000 and over-hydro rate increase from \$.0860 to \$.1279 effective July 1, 2021. The PCA balancing fund has a positive balance as of February of approximately \$381,119.

On March 1, 2022 the Board of Public Utilities requested an analysis to determine what .01 added to the electric over hydro rate would generate toward the PCA balance for April, May and June.

On March 15, 2022 the Board requested staff to revise the existing policy of the Balancing Fund to be twenty percent (20%) of the yearly over-hydro budgeted power costs. For FY2023 the budgeted non-hydro power supply cost is \$5,200,000.

The Board of Public Utilities approved the recommended action on April 5, 2022.

Recommended Action: Adopt a revised Electric Statement of Policies dated April 2022 by amending the Power Cost Adjustment (PCA) Balancing Fund to reflect the PCA to be twenty percent (20%) of the yearly over-hydro budgeted power costs for the fiscal year (annual budget or revised budget as applicable).

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 3/30/22

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
			Agenda Item: <u>3</u>

STATEMENT OF POLICIES

Dated: November 27, 2007

Revised: August 26, 2008; July 2010; February 2015;

January 2016; October 2016; Council/NPUA Amended Oct 11, 2016
& Board of Public Utilities Ratified Nov 1, 2016; August 2018; April 2021;

April 2022

The City of Needles (the City) is continuing its efforts in maintaining fiscally prudent and fair rates for its electric customers. The purpose of this memo is to summarize draft policy statements, which will guide the overall design of electric rates for the future.

The City of Needles, Public Utility Authority's, Board of Public Utilities mission provide to the Ratepayers; low cost reliable power while protecting the financial and Capital assets and solubility of the Utilities and is non-profit.

Overall Rate Design Principles

The following rate design objectives are guiding the overall rate design process for all utilities:

- Each utility is self funding
 - Simplified rate schedules
 - All customers should pay a fair share of the Non-power purchase component of the rates
 - Rates should reflect, within reason, the cost to the utility of providing service.
- Rates should generally be designed such that revenue to cost ratios by customer class falls in the range of 90 percent to 110 percent.

Power rates will be designed to provide revenues sufficient to comply with bond indenture requirements including but not limited to sufficient revenue to cover operation and maintenance, bond payments, purchase payments, taxes, fair share allocation, trustee fee, mandated (but unfunded) state or federal program (Conservation Program), the asset replacement fund, and the actual costs to purchase power. The calculated rate will consist of two components: power purchase costs, and non-power purchase costs.

Basic Service Charge

- Represents infrastructure funds to provide capacity and service requirements to meet demand for all users of the system.

Power Purchase Costs

- Power purchase costs include the purchase of renewable, thermal, hydroelectric power and state mandated costs to comply with California Assembly Bill 32 - the California Global Warming Solutions Act of 2006 (Cap & Trade) which is designed to reduce Green House Gas emissions (GHG) to 1990 levels by 2020, and California Senate Bill 2, California's

Renewables Portfolio Standard (RPS) which requires electric service providers to increase procurement from eligible renewable energy sources (wind, solar, geothermal, et al) to 33% of total power procurement by 2020.

- Power purchase costs are based on projected power supply procurement costs and electrical load for the ensuing rate period (year) after adjusting for line losses. That power cost is projected based upon the current fiscal year budget adopted by the Board of Public Utilities and Needles Public Utility Authority (NPUA) and includes projected cost increases (i.e. Power Purchase).
- Periodic power cost adjustments (PCA) will be applied whenever prospective power purchases are determined to differ from the annual base power cost. Annual base power cost is defined as projected power sales divided by projected power sold and is represented as cents per kWhr. Any power cost adjustments prospectively applied will be reconciled to actual power costs paid, and any residual amounts will be carried forward into the next PCA period such that actual power cost revenue will balance with actual power costs.

Power Cost Adjustment (PCA)

- The Power Cost Adjustment rate is determined as the difference between the actual cost of power and the annual projected base power cost, as calculated and applied each October.
- The Power Cost Adjustment rate is determined at such times as the utility board decides that the actual power costs (as provided by WAPA) vary from the annually base power cost that is currently in effect.
- The Power Cost Adjustment shall be considered by the utility board when total power costs exceeds +/- one tenth of a cent (\$0.001) from the annual rate calculated base power cost..

The Power Cost Adjustment will be completed monthly for the prior month and presented to the Board of Public Utilities.

Power Cost Adjustment (PCA) Balancing Fund

1. The purpose of the PCA Balancing Fund is to provide a reserve that can be utilized to mitigate unanticipated increases in energy costs primarily associated with the open market. The PCA Balancing Fund will be funded **and is to be twenty percent (20%) of the yearly over-hydro budgeted power costs for the fiscal year (annual budget or revised budget as applicable)** and the continuing fund balance is to be determined at the discretion of the utility board.
2. The Power Cost Adjustment rate will take into account the previous period's cost recovery.
3. The PCA Balancing Fund will be reconciled in conjunction with the PCA.

Electric rate; Non power purchase component

- All expenses that do not purchase power are part of the non-power purchase component of the rate calculation.
- Salary, benefits, bad debt expense, operation and maintenance rate components, other than power supply, purchase payment and debt service are adjusted every October. Purchase payment and debt service rate components are not adjusted as they are fixed costs.
- Rates shall support an amount equal to 4 percent of gross plant for asset replacement adjusted annually at the USDLS U.S West Size Class B/C CPI every October based on the June value of the appropriate price index.

Annual rate adjustments will be calculated by staff and presented to the utility board and city council prior to implementation. Any shortfall or excess revenue that is generated by the non-power purchase component due to changes in the total annual amount of power sold will be calculated and carried forward into the calculation of the new annual rate adjustment.

Hydroelectric Allotment Discount

- The total hydroelectric allotment (after allowance for line losses) that is granted to the utility is divided equally between all customers, and the discounted cost to purchase that power is also divided equally among customers.
- The total allotment is divided into two seasons, matching the seasonal variation in the fashion that the allotment is delivered to the utility.
 - Each customer allotment of seasonally adjusted hydroelectric power is shown on the bill each month, and will be the first kWh used, up to the seasonal allotment.
 - Any customers' unused monthly allotments cannot be carried forward or back to any other month.

The utility shall recalculate the hydroelectric allotment discount any time the total customer base, the total hydroelectric allotment, or the hydroelectric cost changes by 5% or more. Any such changes shall be reviewed and approved by the utility board and the city council.

Fair Share Allocation

Pursuant to the Model for General Fund Reimbursement from Utility Enterprise Funds as prepared by Urban Futures, Inc. and accepted by the utility board on April 19, 2016, the electric portion of the general fund expenses. The Urban Futures, Inc. template to be reapplied annually to coincide with the annual cost-of-living.

State or Federal Mandated Program costs

- Any unfunded government-mandated programs that are applied to the utility will be added to the non-power purchase component, and the rate re-calculated to allow for that cost. The total cost of government mandated programs will show on each customer's bill.

Bill Components

- The electric bill will consist of the following components:
 - Basic Service Charge
 - Hydroelectric Allotment
 - Energy Usage Charges (in excess of the Hydroelectric Allotment)
 - Government mandated programs (currently California Mandated Conservation (including solar)
 - Power Cost Adjustment (PCA); if, and when, applicable
 - California Excise Tax



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: April 12, 2022

Subject: City Council Ordinance No. 649-AC
Amending Chapter 12, Entitled "Short-Term Residential Rentals", in the Needles Municipal Code

Background: In 2021 the Planning Commission appointed an ad hoc committee to review the City's regulations of short-term house rentals. Staff and the City Attorney to drafted a Short-Term Residential Rental Ordinance to establish a permit procedure, maintenance and operational standards, for the use of legal residential dwelling units located in the City as transient occupancies, to ensure the health and safety of occupants, guests, and the surrounding residential neighborhood, and to minimize negative secondary effects associated with such use.

Located on the Colorado River, Needles is a tourism and recreation center. Short-term vacation rental platforms continue to boost the local tourism sector in Needles. The City has received complaints from property owners regarding their neighbors renting out their homes on platforms such as Airbnb, VRBO, and Homeaway. The short-term rental complaints from the community were anything from properties acting as wedding venues, excessive noise, and the illegal use of fireworks. Short-term rentals becoming more common because second homeowners are looking to make extra income when they're not using their properties here in Needles. Other communities have found problems when short-term rentals are not governed by municipal ordinances.

Currently short-term rental units are required to apply for their business license with the City. We only have approximately four (4) that have done so this year. According to Deckard Technologies, a government data analytics company which provides jurisdictions with information on transient occupancy taxes, there are 51 active/live short term rental listings over the past year in Needles. Deckard Technologies believes that there are more than 40-50 short-term rental properties active in the City of Needles annually.

A permitted structure for purposes of short-term residential use includes but is not limited to a single-family dwelling unit, a condominium, apartment, and duplex in a residential or commercial zone. A short term residential unit owner may use a permitted structure as a short-term residential rental unit only if such owner has a current valid short-term residential unit permit and business license and complies with the requirements of this Chapter and other applicable provisions of the Municipal Code and other laws.

The Ordinance will apply to all persons involved in the short-term rental of residential dwelling units (30 days or less) and will include:

- An application process which includes collecting a fee of \$400/year to cover cost of the program.
- Notification requirements to all affected property owners.
- Occupancy standards that comply with the California Fire Code, California Building Code, the National Fire Protection Association Standards or regulations, and any other applicable uniform codes, as adopted by the City, and other applicable laws and codes.
- Conditions of operation that set minimal requirements for the short-term residential units which include:

4

- Prohibited to operate in commercial activities such as weddings, conferences, fraternity parties, and corporate retreats.
- Property owners are required to maintain records sufficient to prove compliance with the Municipal Code.
- Shall administer registration of renters prior to allowing occupancy of the rental unit.
- Advertising guidelines and posting notice requirements.
- Call response requirements for unit owners to be available by telephone on a 24-hour basis and maintain the ability to be physically present at the property within 30 minutes in order to respond and remedy calls or complaints.
- Property owner responsible to take lawful action necessary to ensure that renters and occupants abide by the Municipal Code and inform renters they not violate noise standards, parking standards, or otherwise create a public or private nuisance.
- Enforcement to ensure owners and renters of short-term residential units comply with the requirements of the Municipal code or other laws. Violations are subject to the enforcement and remedy provisions of Municipal Code Chapter 2A (Administrative Citations and Hearings).
- Ability for the City to suspend or revoke a short-term residential unit permit.
- Hosting platform requirements which include hosting platforms being responsible for collecting all applicable uniform transient occupancy tax required by the City's Taxation Code.

A short term rental is often a substitute for a hotel or motel room rental. The visitors renting short term rentals creates the same impacts as a hotel guest such as traffic, demands for law enforcement, fire safety, and other demands on the public service system. As such, the Planning Commission also recommends that the City's Transient Occupancy Tax (10% of total rental charge) be collected from rentals. The City Charter requires that application of the Transient Occupancy Tax requires voter approval on even numbered year general elections such as November 2022. A tax ordinance will come back at a later date.

At the February 2, 2022 Planning Commission meeting, Planning Commissioners voted unanimously to approve the Short-Term Residential Rental Ordinance with a condition it be reviewed by the ad hoc committee and the City Attorney.

Application Fee Analysis	
La Quinta	\$ 1,250.00
Big Bear	\$ 550.00
San Bernardino County	\$ 667.00
Lake Havasu	10.5% Tax of Gross
Needles	\$400

Fiscal Impact: Program will be funded by a \$400 annual fee/rental unit set forth in the short-term rental ordinance. The fee is expected to raise \$annually to cover the cost of Code Enforcement. If the TOT applied during 2021, it would have generated approximately \$84,300 (according to Deckard Technologies) that would be available for general fund public services such as roads, parks, and public safety programs.

Recommendation: Approve Ordinance No. 649-AC Amending Chapter 12, Entitled "Short-Term Residential Rentals", in the Needles Municipal Code.

City Management Review: Am for RP

Date: 4/7/2022

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4

ORDINANCE NUMBER 649-AC

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 12, ENTITLED "SHORT-
TERM RESIDENTIAL RENTALS", IN THE NEEDLES MUNICIPAL CODE**

WHEREAS, located on the Colorado River, Needles is a tourism and recreation center;
and

WHEREAS, short-term vacation rental platforms continue to boost the local tourism sector
in Needles; and

WHEREAS, in 2021 the Planning Commission appointed a subcommittee to work with the
City Attorney to draft a Short-Term Residential Rental Ordinance to establish a permit procedure,
maintenance and operational standards, for the use of legal residential dwelling units located in
the City as transient occupancies, to ensure the health and safety of occupants, guests, and the
surrounding residential neighborhood, and to minimize negative secondary effects associated
with such use; and

WHEREAS, a permitted structure for purposes of short-term residential use includes but is
not limited to a single-family dwelling unit, a condominium, apartment, and duplex. A short term
residential unit owner may use a permitted structure as a short-term residential rental unit only if
such owner has a current valid short-term residential unit permit and business license and complies
with the requirements of this Chapter and other applicable provisions of the Municipal Code and
other laws; and

WHEREAS, an application for a short-term residential rental unit permit shall be submitted
to the City on a pre-approved form; and

WHEREAS, a public hearing notice was published in the Needles Desert Star on
March 30, 2022.

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

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

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

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to
approve an amendment to the Needles Municipal Code ("Needles Code").

SECTION 4. The City Council HEREBY APPROVES Ordinance 649-AC amending the
Needles Code amending Chapter 12 to add Section 12-68.3 "Short-Term Residential Rentals" as
set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Chapter 12 of the Needles Code is hereby amended to add section 12-68.3 as follows:

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

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

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 12 day of April, 2022, by the following roll call vote:

AYES:
NOES
ABSENT
ABSTAIN

Jeff Williams, Mayor

Attest:

Dale Jones, City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 26 day of April, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeff Williams, Mayor

(Seal)

Attest:

Dale Jones, City Clerk

Approved as to form:

John O. Pinkney, City Attorney

EXHIBIT "A"
to Ordinance No. 649-AC

CHAPTER 12-68.3

SHORT-TERM RESIDENTIAL RENTALS

Section

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12-68.3.010 Purpose.

The purpose of this Chapter is to establish a permit procedure, and maintenance and operational standards, for the use of legal residential dwelling units located in the City as transient occupancies, to ensure the health and safety of occupants, guests, and the surrounding residential neighborhood, and to minimize negative secondary effects associated with such use.

12-68.3.020 Applicability.

The standards and permit procedures of this Chapter apply to all persons involved, and at all times, as more fully set forth herein, the short-term residential rental unit where allowed in the City in compliance with the City's Zoning Ordinance, as may be amended from time to time, or in connection with a legal nonconforming residential structure located in a non-residential land use zoning district. "Short-term" means 30 days or less.

12-68.3.030 Definitions.

The definitions in this section are intended to apply to this Chapter only. Any term which is not specifically defined herein shall have the definition as provided elsewhere within the Municipal Code.

(a) Booking Transaction shall mean any reservation or payment service provided by a person who facilitates a short-term rental unit transaction between a prospective short-term residential rental unit renter and a short-term residential rental unit owner.

(b) Hosting Platform shall mean a marketplace in whatever form or format, which facilitates rental of a short-term residential rental unit through advertising, match-making or any other means, using any medium or facilitation, and from which the operator of the hosting platform derives revenues from providing or maintaining the marketplace.

(c) Inspections—Initial shall mean any inspection incident to the review of an application for an initial short-term residential rental unit permit. The City shall inspect the subject property to determine maximum occupancy and parking capacity for the property, and to verify compliance with the standards of this Chapter and of other applicable Municipal Code provisions.

(d) Inspections—Renewal shall mean the reinspection, upon the application for renewal of a short-term residential unit permit, whereby the subject property shall be inspected to ensure continued compliance with the standards of this Chapter and of other applicable Municipal Code provisions. Notwithstanding anything to the contrary, an applicant seeking renewal of a short-term residential rental unit permit shall comply with all applicable standards of this Chapter at the time of renewal.

(e) Potentially Affected Property Owner shall mean the owner of property that is located within the applicable distance from the short-term residential rental unit as set forth in the City's Land Use laws, as may be amended from time to time.

(f) Responsible Department shall mean the department or subdivision thereof designated by the City Manager to implement this Chapter.

(g) Short-Term Residential Rental Unit Owner shall mean the owner of a property, as shown by the most current legally prepared document that has been recorded by the County Recorder's Office that transfers, grants or imports total or partial ownership of a parcel, with a single-family dwelling unit that is being used as a short-term residential rental unit; any individual or organization working on behalf of such property owner; or any individual or organization that has the legal right to rent out, or allow the occupancy of a single-family residential dwelling unit as a short-term residential rental unit.

(h) Short-Term Residential Rental Unit Renter shall mean an individual who enters into an agreement or is authorized by the short-term residential rental unit owner, regardless of remunerations, the use of property as a short-term residential rental unit. Such renter is not considered a tenant or a person who hires a dwelling unit under Civil Code § 1940.

(i) Short-Term Residential Rental Unit shall mean a residential dwelling unit or portion thereof rented or otherwise used for residential transient occupancy by a transient lodger as defined in section 20-8.2 of the Municipal Code. Transient occupancy means occupancy for 30 consecutive calendar days or less.

12-68.3.040 Permit Required.

(a) A permitted structure for purposes of short-term residential use includes but is not limited to a single-family dwelling unit, a condominium, apartment, and duplex. A short term residential unit owner may use a permitted structure as a short-term residential rental unit only if such owner has a current valid short-term residential unit permit and business license and complies with the requirements of this Chapter and other applicable provisions of the Municipal Code and other laws. A separate permit shall be required for each dwelling unit used as a short-term residential rental unit when there is more than one legal single-family dwelling unit or a duplex on the parcel. An accessory dwelling unit, primary dwelling unit, guesthouse, casita, or other residential accessory structure may be permitted as a short-term residential rental unit when at least one of the dwelling units (primary dwelling, accessory dwelling unit, or caretaker dwelling) is occupied by the property owner or legal agent. This owner-occupancy requirement shall not apply to a parcel two acres or greater. A maximum of two legal dwelling units per parcel of land may be approved for separate individual short-term residential rental unit permits. An individual unit, such as an apartment or condominium, located within a multi-family residential project, is not eligible for a short-term residential rental unit permit.

(b) Short-term residential unit renters are subject to the uniform transient occupancy tax, if and when approved, as set forth in the Municipal Code as may be amended from time to time.

(c) A short-term residential rental unit permit is transferrable to the new owner of the rental unit in question, provided that the new owner informs the City of its desire to assume the responsibilities of holding the short-term residential rental unit permit in question within 30 days of taking title to the property. Within 30 days of taking title to the property, the new owner is also responsible to provide the City with the information necessary to satisfy the requirements of section 12-68.3.050(a)(1) through (7) herein, so that the City may be assured that the new owner understands its duties and responsibilities as the owner of a short-term residential rental unit.

(d) The annual permit fee is \$400.00 and may be amended from time to time.

12-68.3.050 Application Process.

(a) *Application.* An application for a short-term residential rental unit permit shall be submitted to the City on a pre-approved form. The required content of the form may be revised from time to time, but at a minimum shall require the following:

- (1) Property owner name and contact information.
- (2) Applicant name and contact information, if different from the property owner.
- (3) Address and Assessor's parcel number for the property containing the single-family dwelling unit, accessory dwelling unit or other permitted structure to be used as a short-term residential rental unit.
- (4) Total square footage of the single-family dwelling unit, accessory dwelling unit or other permitted structure to be used as a short-term residential rental unit.
- (5) The name of the managing agency, agent, or property manager, if different from the property owner, and a telephone number at which that party may be immediately reached

on a 24-hour basis. The managing agency, agent, property manager and/or the property owner will be contacted about such issues as Code violations.

(6) Acknowledgment that the permittee understands and agrees to operate the short-term residential rental unit in compliance with the regulations and requirements set forth in this Chapter.

(7) Acknowledgment of restrictions in the vicinity of the short-term residential rental unit regarding such things as parking and access to the river and boat launches and alternate parking and/or routes that may be used by the renter.

(b) *Notification Requirements.*

(1) The City shall provide notice of the application to all potentially affected property owners in the following circumstances:

(A) The application is submitted as a result of the issuance of a notice of violation due to the advertising of a dwelling unit for short-term residential rental use or use of a property as a short-term residential rental unit without a short-term residential rental unit permit.

(B) During the processing of the application, the City is made aware of circumstances that would lead it to reasonably believe that the property has been used in violation of this Chapter, including but not limited to that the property was used as a short-term residential rental unit without a short-term residential rental unit permit.

(C) Notice of application will be provided to neighboring property owners of properties that are located within 300 feet of the applicant's property.

(2) If there are additional costs to the City in providing notice to all potentially affected property owners, the cost of the permit application shall be changed to allow the City to recover those costs. The notice shall provide that comments may be submitted to the City up to 20 calendar days after the date of said notice.

(3) The City shall notify the applicant if the application is approved or denied at the applicant's mailing address as shown on the most recent application or otherwise filed with the City. Within ten calendar days of the issuance or renewal of a short-term residential rental permit, the City shall send notice to all potentially affected property owners informing them that a permit was issued. This notice shall contain, at a minimum, the following information:

(A) The name of the managing agency, agent, property manager, or owner of the unit, and a telephone number at which that party may be immediately reached on a 24-hour basis;

(B) The phone number of the City's 24/7 short-term rental complaint line;

(C) The maximum number of occupants allowed in the unit;

(D) The maximum number of vehicles allowed to be parked on the property.

(c) *Operation During Application Process.* Notwithstanding section 12-68.3.040, while a new application for a short-term residential rental unit permit is pending, a dwelling may be used as a short-term residential rental unit for up to thirty (30) days provided that the unit has passed a physical inspection by the City and otherwise complies with the requirements of sections

12-68.3.060 and 12-68.3.070 any applicable requirements set forth in City's Building Code, as may be amended from time to time, and other law.

(d) *Application Denial.* An application for a short-term residential rental unit permit or renewal of a permit under this Chapter shall be denied by the City upon one or more of the following grounds:

(1) The application is incomplete, or the applicant has otherwise failed to comply with the requirements of this Chapter.

(2) The applicant or permittee provided material information that was knowingly incorrect or provided material information that the applicant should have reasonably known was incorrect, in the application for a permit under this Chapter.

(3) The short-term residential rental unit or property is not in compliance with the standards of this Chapter or other applicable Municipal Code provisions and has failed to pass the initial or renewal inspection.

(e) *Applicant Appeals.* An applicant may appeal the denial or conditional acceptance of an application for a short-term residential rental permit. Such appeal must be in writing and submitted to the City within ten days of the date of the notice provided pursuant to section 12-68.3.050(b)(3). When the tenth day is not a City business day, the time frame is extended to the second consecutive City business day following the tenth day. The appeal shall follow the procedure set forth in section 12-68.3.090(c).

(f) *Affected Property Owners' Appeals.* Potentially affected property owners may appeal the granting of a new short-term residential rental unit permit. All such appeals must be submitted to the City within ten days of the date of the notice provided pursuant to section 12-68.3.050(b)(3). When the tenth day is not a City business day, the time frame is extended to the second consecutive City business day following the tenth day. The ground for such appeal is limited to the claim that past use of the property as a short-term residential rental unit has not complied with one or more requirements of sections 12-68.3.060(b) through (d), or section 12-68.3.070, or that, based on competent evidence, any prospective use for such purpose will likely not comply with one or more of such requirements. Such appeal shall be heard in the same manner as specified in section 12-68.3.090(c). The applicant shall be provided notice of the hearing. If the potentially affected property owner prevails in the appeal, then the applicant's application shall be deemed to be denied and such decision shall be the final decision of the City. No further appeal shall be available at the administrative level.

(g) *Permit Renewal.* The short-term residential rental unit permit shall be renewed biennially. Permit renewal shall be approved if the current conditions of operation and other standards in this Chapter have been met, the subject property passes the renewal inspection, and the applicable renewal fee is \$400.00 and may be amended from time to time. Renewal payments submitted after permit expiration are subject to a \$50 administrative fee and maybe amended from time to time. Continued use of a short-term residential rental unit is prohibited following permit expiration until renewal payment, including any administrative/delinquent fee, has been received by the City. Failure to submit renewal payment within 45 days of permit expiration, including any administrative/delinquent fee, shall result in immediate suspension of the short-term residential rental unit permit. The short-term residential rental unit owner shall be required to submit a new application, pay the applicable permit application fee, and be subject to the application process in Subdivision (a) above.

12-68.3.060 Occupancy Standards.

(a) *Compliance with Uniform Codes and Other Laws.* At the time of issuance of a short-term residential rental unit permit and thereafter, the short-term residential rental unit shall be in compliance with the California Fire Code, California Building Code, the National Fire Protection Association Standards or regulations, and any other applicable uniform codes, as adopted by the City, and other applicable laws and codes.

(b) *Occupancy Limits.* Occupancy limits per room for all short-term residential rental units shall be determined as follows:

(1) In order for a room to be considered habitable space for overnight sleeping purposes, it must be a minimum of 70 square feet. A 70 square foot room may sleep up to two (2) people. Each sleeping room occupied by more than one person shall contain not less than 50 square feet of floor area for each additional person.

(2) Kitchens, bathrooms, toilet rooms, halls, closets, storage or utility spaces, and similar areas are not considered habitable rooms for sleeping purposes, thus the square footage represented by these rooms shall not be used in the calculation for determining the maximum number of occupants.

(c) *Maximum Occupancy Limits.* Maximum occupancy limits per short term residential rental unit shall be determined as follows:

(1) Notwithstanding the allowances per subdivision (b) above, the maximum occupancy of a short-term residential rental unit shall not exceed six persons if the rental unit is smaller than 800 square feet.

(2) Notwithstanding the allowances per subdivision (b) above, the maximum occupancy of a short-term residential rental unit shall not exceed eight persons if the rental unit is smaller than 1,200 square feet.

(3) Notwithstanding the allowances per subdivision (b) above, on parcels smaller than one-quarter acre, the maximum occupancy of a short-term residential rental unit shall not exceed ten persons.

(4) Notwithstanding the allowances per subdivision (b) above, on parcels smaller than one-half acre, the maximum occupancy of a short-term residential rental unit shall not exceed 12 persons.

(5) Notwithstanding the allowances per subdivision (b) above, on parcels one-half acre to one acre, the maximum occupancy of a short-term residential rental unit shall not exceed 15 persons.

(6) Notwithstanding the allowances per subdivision (b) above, on parcels greater than one acre, the maximum occupancy of a short-term residential rental unit shall not exceed 20 persons.

(7) Notwithstanding the allowances per subdivisions (b) and (c)(1) through (6) above, the maximum occupancy of a short-term residential rental unit shall not exceed the occupancies supported by the on-site parking spaces as required by subdivision (d) below.

(d) *Parking.* All vehicles of short-term residential rental unit renters must be parked on the short-term residential rental unit property. No vehicle of renters shall be parked on neighboring properties or within the transportation right-of-way, or in any manner that would create an obstruction. Parking shall be provided on-site at a ratio of not less than one parking

space for every four renters. Short-term residential rental properties with occupancy limits of two renters shall be limited to two vehicles. Parking spaces may include garage, carport, and driveway spaces, and may allow for tandem parking. On-site parking areas shall be kept free from any obstructions which would prevent use for vehicle parking. Only the approved parking areas/spaces pursuant to the short-term residential rental unit permit shall be used for vehicle parking. Pursuant to section 12-68.3.080(a)(2), violations of the parking requirements of this Chapter may result in vehicles being towed without notice.

12-68.3.070 Conditions of Operation.

The following are minimal requirements for short-term residential rental units. These are in addition to any other applicable requirements of this Chapter, other applicable provisions of the Municipal Code, or other law.

(a) *Prohibited Uses of Property.* A short-term residential rental unit may not be used for any transient occupancy other than the purposes described in the definition of short-term residential rental unit set forth in section 12-68.3.030(i), and in conformity with the requirements of this Chapter. A short-term residential rental unit shall not be used for any commercial activity, which includes but is not limited to weddings, wedding receptions, corporate retreats, business meetings or conferences, filming photography shoots, a fraternity party, or any other similar gathering, unless regulated under an approved City-issued permit.

(b) *Record Keeping.* The property owner or property manager shall maintain records sufficient to prove compliance with this Chapter and other applicable laws. These records shall be maintained so that they can be readily provided to the City and provided in such a manner that establishes that the property owner or property manager is routinely maintaining such records. Any records or documents required to be maintained pursuant to this Chapter shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City, its auditor, or a designated representative thereof.

(c) *Registration.* The short-term residential rental unit owner, as defined in section 12-68.3.030(g), shall administer registration prior to allowing occupancy of the rental unit. The registration shall include review of the short-term residential rental unit regulations with at least one adult renter of the rental unit. At the time of such registration, the renter shall be provided a complete written or digital copy of the rental unit rules and regulations, as well as disclosure of the penalties associated with violations. The registration material shall advise the renter of the occupancy and vehicle/parking limitations, responsibility to avoid nuisance behavior, and that the use of the rental unit for commercial activity, which includes, but is not limited to weddings, wedding receptions, corporate retreats, business meetings or conferences, fraternity parties, or any other similar gatherings shall be prohibited unless authorized by a City-issued permit. The registration material shall contain a space for an acknowledgement to be signed by the renter as having read, understood and agreed to all provisions. Registration materials shall be preserved for the term of the short-term residential rental unit permit, and shall be provided to the City, when requested, to confirm compliance with short-term residential rental unit permit conditions of operation and regulations set forth in this Chapter. If the owner fails to provide adequate directions to the unit or fails to confirm acknowledgement and understanding of the rental unit rules and regulations, the conditions of operation of the short-term residential rental unit permit may be amended by the City to require in-person registration.

(d) *Advertising.*

(1) Advertising that promotes a short-term residential rental unit for a use that is not permitted or could not be permitted by this code or other law, is prohibited.

(2) All advertising, including real-estate magazines, fliers, newspapers, television or radio commercials, internet pages, or coupons, that promote the use of a short-term residential rental unit prior to approval of a short-term residential rental unit permit pursuant to section 12-68.3.040(a), shall be prohibited. All advertisements featuring a permitted short-term residential rental unit shall specify the maximum permitted number of occupants and vehicles for the rental unit.

(e) *Posted Notices within Unit.* The City-issued short-term residential rental unit permit shall be posted inside the unit on or adjacent to the front door, along with an exit/emergency evacuation map. In addition, each short-term residential rental unit shall have a clearly visible and legible notice posted in a prominent location within the unit, containing the following information:

(1) The address of the short-term residential rental unit.

(2) The name of the managing agency, agent, property manager, or owner of the unit, and a telephone number at which that party may be immediately reached on a 24-hour basis.

(3) The maximum number of occupants permitted to stay overnight in the unit.

(4) The maximum number of vehicles allowed to be parked on the property.

(5) Notification of the arrangements that the owner has made to allow the renter to properly store and dispose of trash or refuse in accordance with the requirements of this Chapter.

(6) Notification that failure to comply with the requirements of this Chapter, including parking and occupancy standards, as well as public and private nuisance standards, is a violation of the Municipal Code, and that such violation may result in enforcement actions to address the violation. These may include actions to abate the nonconformity, the institution of criminal, civil, or administrative actions, or, under certain circumstances, the calling of law enforcement for the removal of guests and their vehicles from the property to the extent authorized by law. The notification shall state in a prominent format that users of the unit are prohibited from disturbing the peace of the surrounding neighborhood and that doing so is a violation of this Chapter and the rental agreement.

(7) Location of utility service connections, including how to access service connections and instructions necessary to disconnect the short-term residential rental unit from utility services in the event of an emergency.

(8) Phone numbers of local emergency medical and law enforcement services.

(9) Property boundary map for the purpose of deterring trespassing on other privately owned properties and identification of the approved parking area(s).

(f) *Call Response.*

(1) The short-term residential rental unit owner or agent shall be personally available by telephone on a 24-hour basis and maintain the ability to be physically present at the property within thirty (30) minutes in order to respond and remedy calls or complaints regarding the condition or operation of the unit or the behavior of persons on the property in violation of this Chapter or other law.

(2) On a 24-hour basis, within one hour of receiving a call or a complaint, the short-term residential rental unit owner must confirm whether or not the complaint is valid. If the complaint is valid the short-term residential rental unit owner shall immediately take corrective action within the lawful authority of the owner to abate the violation, or to cause the nuisance behavior that disturbs the peace of the neighboring properties to stop, for the entire duration of the occupancy of the person causing or allowing such violation or nuisance behavior. Such corrective action may necessarily include, under certain circumstances, the contacting of law enforcement, City officials, or other appropriate officials for the removal of guests and their vehicles from the property to the extent authorized by law.

(3) Calls or complaints about physical conditions or circumstances that constitute an immediate threat to the public health and safety shall obligate the owner to immediately contact the appropriate law enforcement, fire, or other authority.

(4) Each owner shall keep a written record of the times and type of complaints received, what response was undertaken by the owner, and when such complaints were resolved. This written record shall be made available to the City upon request, and shall be retained by the owner for the term of the short-term residential rental unit permit.

(g) *Responsibilities of Owner to Prevent Nuisance Behavior and Maintain Neighborhood Peace and Quiet.* The owner shall take all lawful action necessary to ensure that renters and occupants abide by the terms of this Chapter and other applicable provisions of the Municipal Code and law. The owner must inform renters and occupants that they are not to violate any noise standards, parking standards, or otherwise create a public or private nuisance.

(h) *Loud and Disturbing Noise.*

(1) It is unlawful for any owner, renter, occupant, or guest located at a short-term residential rental unit to make, cause to be made, or allow to be made, either willfully or through failure to exercise control, any loud, excessive, impulsive, or intrusive noise that disturbs the peace or quiet or that causes discomfort or annoyance to any reasonable person of normal sensitivities in the area. Such types of noises or actions causing noises include, but are not limited to, yelling, shouting, hooting, whistling, singing, playing a musical instrument, emitting or transmitting any loud music or noise from any mechanical or electrical sound making or sound amplifying device, and the habitual barking, howling, or crowing of animals.

(2) The standard for enforcement of this subdivision is the "reasonable person" standard. The inquiry is whether the noise would disturb the peace or quiet or cause discomfort or annoyance to a reasonable person under the same or similar circumstances.

(3) Factors that may be considered in determining whether a violation of this Subdivision has been committed include, but are not limited to, the following:

- (A) The level of noise;
- (B) The level and intensity of the background (ambient) noise, if any;
- (C) The proximity of the noise to the residential unit in question;
- (D) The time of day or night the noise occurs;
- (E) The duration of the noise;

(F) Whether the noise is constant, recurrent, or intermittent; and
(G) Whether the noise is produced by a mechanical or electronic device.

(i) *Safety.*

- (1) Illegal fireworks are prohibited in the City.
- (2) The interior and exterior of the short-term residential rental unit shall be kept free of hazardous conditions at all times.
- (3) Spas/hot tubs shall be covered and locked when not in use.

(j) *Sanitation.*

- (1) Every short-term residential rental unit shall be cleaned after each occupancy change in order to make the unit sanitary.
- (2) If linens are provided for use by renters, said linens will be exchanged for clean linens after each occupancy.
- (3) The exterior of the short-term residential rental unit shall be maintained and kept free of debris.
- (4) Spas/hot tubs shall be maintained and cleaned as frequently as needed to preserve sanitary conditions.

(k) *Trash/Refuse.* Trash shall be deposited in approved trash collection containers on the short-term residential rental unit property. Trash containers shall be kept closed when not in use, never be permitted to overflow, and kept in a clean condition without excessive build-up of encrusted wastes in or on the container.

(1) Short-term residential rental unit owners shall procure trash collection service and trash collection containers from the City-approved refuse collection hauler when said service is available. A sufficient number of containers based on occupancy levels of the rental unit shall be procured.

(2) Trash shall be removed from the premises after each occupancy unless routine commercial trash collection is provided to the premises.

(l) *Animals.*

(1) *Control of Animals.* No person owning or having control of any animal shall permit such animal to stray or run at large upon any unenclosed area on or off the short-term residential rental unit property. No person may lawfully bring his or her dog off a short-term residential rental property unless the dog is restrained by a leash and the person is competent to restrain the dog, or the dog is properly restrained and enclosed in a vehicle, cage, or similar enclosure.

(2) *Noise.* It shall be unlawful for any person owning or having control of any animal to be allowed to create excessive noise in violation of Subdivision (h) of this section.

12-68.3.080 Enforcement.

(a) *General.*

(1) Owners and renters of short-term residential rental units shall comply with the requirements of this Chapter and all other applicable sections of the Municipal Code and other law. A hosting platform shall comply with the requirements of section 12-68.3.100 and all other applicable sections of the Municipal Code and other law.

(2) In addition to any enforcement action and remedy authorized by this Chapter, a violation of any requirement of this Chapter may result in remedial action by appropriate members of City staff or any enforcement officer as defined in Chapter 2A of the Municipal Code without notice if providing notice is not reasonable considering the need for immediate remedial action, and/or if prior notice to the property owner or the renters, either verbal or written, has not resulted in appropriate remedial action by the property owner. If the violation consists of a violation of any of the parking requirements of this Chapter, then the remedy may include the towing of the vehicle or vehicles causing the violation of the parking requirement. Remedial actions taken under this Section, other than any criminal citations, are subject to appeal pursuant to Chapter 2A of the Municipal Code or other applicable provision, but no request for appeal shall stay the remedial actions taken pursuant to this Section.

(3) In addition to any enforcement action and remedy authorized by this Chapter, a violation of any requirement of this Chapter may be subject to the enforcement and remedy provisions of Chapter 2A of the Municipal Code and any other applicable enforcement and remedy provisions of the Municipal Code or provided under the law.

(b) *Uniform Transient Occupancy Tax—Failure to Pay.* Failure by the owner, or when applicable, a hosting platform to collect and remit to the Tax Collector the Uniform Transient Occupancy Tax may result in the Tax Collector pursuing any remedy against the owner or hosting platform, including imposing and collecting said tax from the owner or hosting platform, authorized under the City's transient Occupancy Tax if and when approved, as set forth in the Municipal Code as may be amended from time to time or other applicable law. Notwithstanding the duty imposed by section 12-68.3.110 (a), the use of a hosting platform to facilitate the rental of a short-term residential rental unit shall not relieve an owner of liability for violations of this Subdivision.

(c) *Administrative Subpoena.* The City may issue and serve an administrative subpoena as necessary to obtain specific information identified in section 12-68.3.110 regarding short-term residential rental unit listings located in the City. Any subpoena issued pursuant to this Subdivision shall not require the production of information sooner than 30 days from the date of service. A person that has been served with an administrative subpoena may seek judicial review during that 30-day period.

12-68.3.090 Suspension of Permit

(a) *Suspension of Permit.* A short-term residential rental unit permit may be suspended for the following reasons:

(1) *Substandard Building or Property or Unsafe Building or Structure.* Any violation of the requirements of the City's Building Code, as may be amended from time to time, that results in the issuance of a notice of defect or notice and order to repair. Notice of such suspension shall be provided pursuant to the requirements of the City's Building Code, as may be amended from time to time.

(2) *General Violations.* Any failure to comply with, or respond to, any notice of violation or other notice from the City requiring compliance with one or more requirements of this Chapter or other applicable provision of the Municipal Code or other law. Property owners shall be informed of such suspension in a written notice mailed using both certified mail with return receipt and first class service. In addition, although not required, the notice may also be posted on the property and/or mailed to any additional individuals or companies listed on the permit application.

(b) *Use of Property During Suspension and Stays.*

(1) When a short-term residential rental unit permit is suspended, the property or properties affected by the suspension shall not be used as a short-term residential rental until such time as the suspension is stayed or lifted.

(2) Permits suspended pursuant to section 12-68.3.090 (a)(1) will remain suspended until such time as the Building Official or his or her designee confirms that all violations have been corrected or the City's designee has ruled in favor of the appellant.

(3) Permits suspended for general violations, i.e., those under section 12-68.3.090(a)(2), will remain suspended until such time as the violations are abated, or the property owner can reasonably demonstrate substantive changes in the property management practices that would mitigate or correct these violations, or a City's designee has ruled in favor of the appellant. If an appeal hearing for a general violation cannot be scheduled within 14 calendar days after an appeal was filed or if the hearing is scheduled but, through no fault of the appellant, not held within 30 days after the appeal was filed, the suspension must be stayed through the date a ruling on the appeal is issued.

(c) *Appeals of Suspensions.* An appeal must be filed no later than ten days of the date the notice of suspension is issued. When the tenth day is not a City business day, the time frame is extended to the second consecutive City business day following the tenth day.

(1) The suspension of a permit pursuant to section 12-68.3.090 (a)(1) may be appealed for a hearing before the City's hearing official. The format and process of the appeal shall be as set forth in Municipal Code section 2A et seq. The decision of the hearing official shall be final and no further appeal within the City shall be available.

(2) The suspension of a permit for a general violation may be appealed to a City-designated hearing officer. The decision by the hearing officer shall be final and no further appeal within the City shall be available. The hearing procedure shall include the following:

(A) At least ten days written notice of the hearing shall be given to the permit holder prior to the hearing date. The hearing date may be postponed or continued by stipulation of the parties. If the permit holder does not respond or appear, no further hearing procedure shall be required.

(B) Witnesses shall swear or affirm to tell the truth. The oath or affirmation shall be taken by the hearing officer. The City shall present its case first, with oral testimony and documentary evidence or other evidence. The City shall have the right of cross-examination. The permit holder shall have the right to be represented and shall have the right of cross-examination. The permit holder may present his or her response after the City has presented its case. Both parties may thereafter present argument.

(C) No determination or order shall be based solely on hearsay evidence. The hearing officer shall make his or her determination within five working days of the

end of the hearing, unless a party requests a greater period of time. The determination shall be in writing, and shall state the findings upon which the determination is made. The decision by the hearing officer shall be final and no further appeal within the City shall be available.

(3) The failure to appeal a suspension in a timely manner shall render the action to suspend final and no further appeal within the City shall be available.

12-68.3.100 Revocation of Permit.

(a) *Revocation of Permit.* A short-term residential rental unit permit may be revoked for the following reasons:

(1) The severity of a violation of a requirement of the City's Building Code, as may be amended from time to time, necessitated the immediate vacation of the property.

(2) The conditions or actions that resulted in the suspension of the permit have not been abated or addressed by a demonstrable change in the business practices associated with the short-term residential rental unit, within 60 days of the suspension being upheld on appeal or otherwise deemed final.

(3) The condition or the business practice that resulted in the suspension of the permit re-occurs within 12 months of the date the suspension was upheld on appeal or otherwise deemed final.

(4) A permit is suspended two times in a consecutive 24-month period, where said suspensions are either upheld on appeal or otherwise deemed final.

(5) The permit was obtained through fraud or deceit.

(6) The permit was issued in error.

(b) *Appeals of Revocation of Permit.* The revocation of a permit pursuant to this Chapter may be appealed for a hearing before the City's hearing official. The format and process of the appeal shall be as required by Municipal Code section 2A et seq. A decision by the hearing official may be appealed to the Planning Commission. The decision of the Planning Commission shall be final and no further appeal within the City shall be available.

(c) *New Application After Revocation of Permit.* A property owner of a short-term residential rental unit permit who has been issued a revocation pursuant to 12-68.3.100 above, shall not be permitted to submit another application for a permit within 12 months after a revocation is made final.

(d) *Suspensions or Revocations of Permits for Multiple Properties.* If it is determined that the conditions or the business or management practices cause violations of this Chapter to occur on multiple properties of the same owner, the short-term residential rental unit permits for all of those properties may be suspended and/or revoked at the same time. In such circumstance all affected parties must be provided notice and the opportunity to appeal the suspension and/or revocation of the permit for every affected property.

12-68.3.110 Hosting Platform Requirement.

(a) For purposes of this Chapter a hosting platform shall be responsible for collecting all applicable uniform transient occupancy tax required by the City's Taxation Code, as may be amended from time to time, and remitting the same to the City. The hosting platform shall be considered an agent of the short-term residential rental owner for purposes of transient occupancy tax collections and remittance, as set forth in the City's Taxation Code, as may be amended from time to time, if the hosting platform collects payment for the rental. If a hosting platform does not collect payment for rentals, the short-term residential rental unit owner is solely responsible for the collection of all applicable transient occupancy taxes.

(b) Subject to applicable laws and procedures provided in section 12-68.3.080(c), when requested by the City, a hosting platform shall disclose, in a commonly used electronic format, the address of each short-term residential rental unit within the unincorporated San Bernardino Municipal listed on the hosting platform, the names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing and the price paid for each stay.

(c) A hosting platform operating exclusively on the internet, which operates in compliance with Subdivisions (a) and (b) above, shall be presumed to be in compliance with this Chapter, except that the hosting platform remains responsible for compliance with the administrative subpoena provisions of this Chapter.

(d) The provisions of this Section shall be interpreted in accordance with otherwise applicable state and federal laws and will not apply if determined by the City to be in violation of, or preempted by, any such laws.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: APRIL 12, 2022

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through APRIL 12, 2022.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR APRIL 12, 2022**

		DEPT. AMT.	FUND AMT.	12-Apr	21-22 BUDGET
FUND 101	GENERAL FUND	\$ 24,236.26			
101.1015.412	CITY ATTORNEY	\$ 5,800.00		\$ 46,504.95	\$80,000
101.1020.413	CITY MANAGER	\$ 36.05		\$ 153,406.93	\$205,293
101.1025.415	FINANCE DEPT.	\$ 20,118.80		\$ 364,646.08	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 1,360.11		\$ 121,728.94	\$201,933
101.1035.416	PLANNING /ZONING	\$ 1,856.66		\$ 133,910.81	\$304,327
101.1040.417	ENGINEERING	\$ 354.96		\$ 136,621.78	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ 5,751.00		\$ 35,014.54	\$69,770
101.1070.410	SENIOR CENTER	\$ 733.45		\$ 31,884.89	\$55,404
101.2010.421	SHERIFF	\$ 267,620.00		\$ 2,261,086.29	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 812.37		\$ 134,080.23	\$236,591
101.2025.424	BUILDING & SAFETY	\$ 11,699.70		\$ 325,725.20	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ 16,983.69		\$ 413,029.99	\$629,675
101.3010.431	PUBLIC WORKS	\$ 33,604.39		\$ 832,901.74	\$4,513,905
101.4730.472	SANITATION	\$ 108.22		\$ 101,104.76	\$156,217
101.5770.452	AQUATICS	\$ 2,832.46		\$ 98,751.54	\$180,845
101.5772.452	PARKS	\$ 5,583.03		\$ 354,264.81	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ 287.14		\$ 90,375.80	\$139,888
101.5774.452	RECREATION	\$ 2,926.52		\$ 229,376.38	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 402,704.81		\$12,131,009
FUND 205	CDBG		\$ -	\$ 33,163.16	\$27,243
FUND 206	CEMETERY		\$ 2,738.15	\$ 95,030.39	\$209,276
FUND 208	CALTRANS GRANTS		\$ 3,001.63	\$ 886,383.32	\$984,573
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 101,817.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ 2,145.00	\$ 41,643.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 7,321.00	\$ 131,111.17	\$283,431
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYCLING GRANT		\$ 81.82	\$ 81.82	\$5,000
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ 3,950.78	\$ 165,340.30	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ 76.72	\$ 446.72	\$300,000
FUND 501	NPUA		\$ 427.33	\$ 2,373,364.59	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ 44,931.32	\$ 1,421,919.14	\$2,001,236
FUND 503	WASTEWATER DEPARTMENT		\$ 57,246.20	\$ 938,024.93	\$1,297,932
FUND 505	SANITATION		\$ 103,190.91	\$ 950,224.25	\$1,324,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 868,043.81	\$1,012,427
FUND 507	GOLF FUND	\$ 800.00			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 13,899.11		\$ 453,445.09	\$731,730
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 4,013.77		\$ 224,709.58	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 18,712.88		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 7,545.88	\$ 245,337.29	\$359,455
FUND 509	MIS		\$ 10,343.64	\$ 138,198.51	\$252,370
FUND 510	ADMIN. FACILITY		\$ 10,176.78	\$ 114,739.08	\$395,203
FUND 511	FLEET MANAGEMENT		\$ 903.37	\$ 142,465.21	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ 3,671.45	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ 5,279.94	\$ 153,871.91	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 1,931.43	\$ 16,986.68	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 31,824.01	\$ 291,424.09	\$494,264
FUND 580	ELECTRIC		\$ 158,913.50	\$ 8,403,575.04	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 26,552.00	\$26,552
FUND 582	NPUA CAPITAL WATER		\$ 22,062.77	\$ 1,209,449.70	\$2,142,785
FUND 583	NPUA CAPITAL WASTEWATER		\$ 36,050.00	\$ 98,762.00	\$2,218
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 98,768.00	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 935,231.32	\$ 25,490,856.66	\$40,819,422

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

Rick Daniels, City Manager

Date

Kippy Roulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
15130	2345	00	A-B COMMUNICATIONS	04/12/2022	152.96	.00
15131	342	00	ABC FIRE EXTINGUISHER CO.	04/12/2022	1,588.00	.00
15132	1924	00	AHA MACAV POWER SERVICE	04/12/2022	950.00	.00
15133	1	00	ARAGON, SHERRY	04/12/2022	76.32	.00
15134	3957	00	ARNETT INDUSTRIES, LLC	04/12/2022	161.09	.00
15135	4014	00	ASHLEE SMITH	04/12/2022	280.74	.00
15136	3750	00	AUTO ZONE	04/12/2022	29.84	.00
15137	2629	00	BARON PEST SOLUTIONS	04/12/2022	85.00	.00
15138	3973	00	BARON SECURITY SOLUTIONS	04/12/2022	356.00	.00
15139	178	00	BIG O TIRES & NAPA AUTO PARTS	04/12/2022	471.55	.00
15140	4015	00	BIG STATE INDUSTRIAL SUPPLY	04/12/2022	348.47	.00
15141	3946	00	BLACK CLOVER ENTERPRISES, LLC	04/12/2022	694.00	.00
15142	3595	00	BOOT BARN	04/12/2022	427.58	.00
15143	3479	00	BBSW	04/12/2022	419.28	.00
15144	3392	00	BUG EMERGENCY INC.	04/12/2022	120.00	.00
15145	3819	00	BULLHEAD AUTO & MARINE	04/12/2022	25.91	.00
15146	3944	00	BULLHEAD FRAME & BODY	04/12/2022	5,848.96	.00
15147	3896	00	BUSINESSOLVER	04/12/2022	128.96	.00
15148	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	04/12/2022	98.00	.00
15149	3136	00	CITY OF NEEDLES	04/12/2022	121,270.82	.00
15150	2320	00	COUNTY OF SAN BERNARDINO	04/12/2022	7,550.18	.00
15151	3019	00	DAPHNE'S HEADCOVERS	04/12/2022	460.24	.00
15152	1	00	DE LA RIVA, TERESA	04/12/2022	134.98	.00
15153	440	00	DECO FOODSERVICE INCORP.	04/12/2022	246.33	.00
15154	3580	00	DIAMOND PURE WATER	04/12/2022	112.50	.00
15155	501	00	DOI-BOR-REGION: LOWER COLORADO	04/12/2022	26,526.22	.00
15156	3341	00	EDWARD T. PAGET M.D.	04/12/2022	508.37	.00
15157	3943	00	ELLEN CAMPBELL	04/12/2022	558.37	.00
15158	3913	00	ENTERPRISE FM TRUST	04/12/2022	3,671.45	.00
15159	3462	00	EUSI LLC	04/12/2022	27,207.24	.00
15160	2900	00	EXTREME IRON WELDING	04/12/2022	1,775.00	.00
15161	1296	00	FRONTIER	04/12/2022	4,594.82	.00
15162	1	00	GARY HILL	04/12/2022	800.00	.00
15163	324	00	GRAINGER PART OPERATIONS INC.	04/12/2022	952.78	.00
15164	3966	00	GT GOLF SUPPLIES	04/12/2022	212.62	.00
15165	2612	00	HARDWARE EXPRESS INCORP.	04/12/2022	473.77	.00
15166	4024	00	HENDEY METER CO. LLC	04/12/2022	3,556.00	.00
15167	4000	00	JARROD DELEON	04/12/2022	751.00	.00
15168	2222	00	JUSTIN SCOTT	04/12/2022	146.30	.00
15169	3502	00	KIPPY POULSON	04/12/2022	275.00	.00
15170	125	00	MCCORMICK CONSTRUCTION CO.	04/12/2022	1,162.08	.00
15171	3998	00	MICHAEL BAKER INTERNATIONAL, INC	04/12/2022	10,431.95	.00
15172	207	00	NEEDLES SENIOR CITIZENS	04/12/2022	114.98	.00
15173	218	00	NEWS WEST PUBLISHING CO.	04/12/2022	351.56	.00
15174	1786	00	NPUA	04/12/2022	VOID	
15175	1786	00	NPUA	04/12/2022	VOID	
15176	1786	00	NPUA	04/12/2022	49,811.32	.00
15177	3324	00	OFFICE EXPRESS	04/12/2022	420.51	.00
15178	3798	00	ONSOLVE LLC	04/12/2022	5,751.00	.00
15179	740	00	OUR TOWN MAGAZINE	04/12/2022	372.30	.00
15180	1	00	PAGET, EDWARD	04/12/2022	84.81	.00

CHECK NUMBER	VENDOR NUMBER	VENDOR SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
15181	3866	00	PLACEWORKS	04/12/2022	5,146.63	.00
15182	1578	00	PURCHASE POWER	04/12/2022	3,099.72	.00
15183	15	00	QUILL CORP.	04/12/2022	1,457.96	.00
15184	818	00	R & R PRODUCTS INC.	04/12/2022	937.75	.00
15185	309	00	REPUBLIC SERVICES #785	04/12/2022	95,640.73	.00
15186	3796	00	ROUTE 66 BROADBAND LLC	04/12/2022	1,516.48	.00
15187	2148	00	S.B.CO. DEPT.OF PUBLIC HEALTH	04/12/2022	780.00	.00
15188	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	04/12/2022	274,941.00	.00
15189	1186	00	SAFETY-KLEEN CORP.	04/12/2022	20.00	.00
15190	752	00	SILLY CACTUS INC	04/12/2022	691.33	.00
15191	2951	00	SIMON FAMILY ENTERPRISES INC.	04/12/2022	36,050.00	.00
15192	3344	00	SLOVAK BARON & EMPEY LLP	04/12/2022	29,671.05	.00
15193	284	00	SOUTHWEST GAS CORP.	04/12/2022	18.59	.00
15194	3837	00	SOUTHWEST GROUND WATER	04/12/2022	18,087.77	.00
15195	3965	00	STAN GONZALES	04/12/2022	287.82	.00
15196	3875	00	STANTEC CONSULTING SERVICES INC.	04/12/2022	497.88	.00
15197	1	00	SUBMAR, INC	04/12/2022	131.22	.00
15198	4008	00	THE PRINTER GUYS, LLC	04/12/2022	780.00	.00
15199	3950	00	TKE ENGINEERING INC	04/12/2022	45,282.50	.00
15200	3873	00	TRANSPORTATION CONCEPTS	04/12/2022	38,920.40	.00
15201	1	00	TRESA MITCHELL	04/12/2022	375.00	.00
15202	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	04/12/2022	150.00	.00
15203	3014	00	TRI STATE FIRE SYSTEMS, INC.	04/12/2022	395.25	.00
15204	772	00	TRI-STATE ACE HARDWARE	04/12/2022	419.45	.00
15205	2798	00	U.S. DEPARTMENT OF ENERGY	04/12/2022	43,137.17	.00
15206	3825	00	ULTRA PEST CONTROL, LLC	04/12/2022	45.00	.00
15207	3830	00	UNIFIRST CORPORATION	04/12/2022	1,452.49	.00
15208	761	00	USABUEBOOK	04/12/2022	932.84	.00
15209	475	00	VASQUEZ & COMPANY LLP	04/12/2022	19,600.00	.00
15210	326	00	WESTERN ALARM SERVICE INC.	04/12/2022	60.00	.00
15211	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	04/12/2022	832.00	.00
15212	3967	00	WILLDAN ENGINEERING	04/12/2022	20,672.37	.00
15213	1023	00	XEROX	04/12/2022	458.26	.00
15214	3842	00	XIO, INC.	04/12/2022	143.00	.00
15215	3828	00	3D-NETWORKS L.L.C.	04/12/2022	10,052.50	.00
NUMBER OF CHECKS				86	935,231.32	
GRAND TOTAL						

NUMBER OF CHECKS

58

GRAND TOTAL

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15130	2345	A-B COMMUNICATIONS	006760		04/12/2022	510-4410-405.30-25	152.96 152.96 *	152.96
15131	342	ABC FIRE EXTINGUISHER CO.	006761 006762 006763 006859 006879 006901 007019 007050		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	580-4750-473.61-21 580-4750-473.61-21 580-4750-473.61-21 502-4710-471.61-21 101-2020-423.43-29 206-5771-452.43-18 511-3020-432.61-28 507-5762-454.43-08	220.00 458.20 190.04 188.76 42.00 38.00 395.00 56.00 1,588.00 *	152.96
15132	1924	AHA MACAV POWER SERVICE	006860		04/12/2022	580-4750-473.61-21	950.00 950.00 *	950.00
15133	1	ARAGON, SHERRY	UT		04/12/2022	501-0000-211.00-00	76.32 76.32 *	76.32
15134	3957	ARNETT INDUSTRIES, LLC	006858		04/12/2022	580-4750-473.61-21	161.09 161.09 *	161.09
15135	4014	ASHLEE SMITH	006648		04/12/2022	101-2030-423.55-00	280.74 280.74 *	280.74
15136	3750	AUTO ZONE	006875 006876		04/12/2022 04/12/2022	511-3021-432.43-26 511-3021-432.43-38	15.99 13.85 29.84 *	29.84
15137	2629	BARON PEST SOLUTIONS	006620		04/12/2022	510-4410-405.43-01	85.00 85.00 *	85.00
15138	3973	BARON SECURITY SOLUTIONS	006882 006883 006884 006885 006886		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	101-3010-431.43-40 507-5761-453.43-40 503-4720-475.43-40 510-4410-405.43-40 101-5772-452.43-40	43.00 34.00 43.00 192.00 44.00 356.00 *	356.00
15139	178	BIG O TIRES & NAPA AUTO P	006583 006880 006984 007013 007014 007015 007016 007017 007018		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	580-4750-473.43-04 511-3021-432.43-26 503-4720-475.43-04 511-3021-432.43-26 511-3020-432.61-28 511-3021-432.43-38 511-3021-432.43-26 511-3021-432.43-38 511-3021-432.43-26	6.45 38.77 17.77 28.73 128.21 9.24 183.58 41.89 16.91 471.55 *	471.55

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15140	4015	BIG STATE INDUSTRIAL SUPP	006881		04/12/2022	101-3010-431.61-21	348.47 348.47 *	348.47
15141	3946	BLACK CLOVER ENTERPRISES,	006978		04/12/2022	507-5762-454.44-10	694.00 694.00 *	694.00
15142	3595	BOOT BARN	006644 007010		04/12/2022 04/12/2022	580-4750-473.60-28 580-4750-473.60-28	227.58 200.00 427.58 *	427.58
15143	3479	BRAUN BLAISING SMITH WYNN	006967		04/12/2022	580-4750-473.31-50	419.28 419.28 *	419.28
15144	3392	BUG EMERGENCY INC.	006747 006754		04/12/2022 04/12/2022	507-5762-454.43-08 503-4720-475.43-02	72.00 48.00 120.00 *	120.00
15145	3819	BULLHEAD AUTO & MARINE	006877		04/12/2022	511-3021-432.43-38	25.91 25.91 *	25.91
15146	3944	BULLHEAD FRAME & BODY	FI0198	022072	04/12/2022	508-4810-478.43-03	5,848.96 5,848.96 *	5,848.96
15147	3896	BUSINESSOLVER	006861		04/12/2022	101-1025-415.69-21	128.96 128.96 *	128.96
15148	1213	CALIFORNIA DEPT. OF TAX &	006610 006611 006612 006613 006614 006615 006616		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	101-2030-423.61-02 101-2020-423.61-02 101-2025-424.61-02 101-1035-416.61-02 101-1040-417.61-02 509-4910-479.61-02 511-3020-432.43-29	19.65 5.37 19.65 19.65 19.65 13.64 98.00 *	98.00
15149	3136	CITY OF NEEDLES	006621 006622 006632 006948 006949 006950		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	502-4710-471.80-43 580-4750-473.80-43 503-4720-475.80-43 580-4750-473.80-43 502-4710-471.80-43 503-4720-475.80-43	12,084.75 40,792.83 7,757.83 40,792.83 12,084.75 7,757.83 121,270.82 *	121,270.82
15150	2320	COUNTY OF SAN BERNARDINO	006623 006951		04/12/2022 04/12/2022	505-4730-472.74-40 505-4730-472.74-40	3,775.09 3,775.09 7,550.18 *	7,550.18
15151	3019	DAPHNE'S HEADCOVERS	006982		04/12/2022	507-5762-454.44-10	460.24 460.24 *	460.24

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15152	1	DE LA RIVA, TERESA	UT		04/12/2022	501-0000-211.00-00	134.98 134.98 *	134.98
15153	440	DECO FOODSERVICE INCORP.	006650 006976 007020		04/12/2022 04/12/2022 04/12/2022	101-5772-452.61-06 507-5762-454.43-08 101-5772-452.61-06	120.90 92.72 32.71 246.33 *	246.33
15154	3580	DIAMOND PURE WATER	006584 006624 006649 006927		04/12/2022 04/12/2022 04/12/2022 04/12/2022	510-4410-405.61-01 503-4720-475.43-02 101-5774-452.61-01 510-4410-405.61-01	40.00 17.50 15.00 40.00 112.50 *	112.50
15155	501	DOI-BOR-REGION: LOWER COL	006878		04/12/2022	580-4750-473.63-10	26,526.22 26,526.22 *	26,526.22
15156	3341	EDWARD T. PAGET M.D.	007052		04/12/2022	101-1030-414.55-00	508.37 508.37 *	508.37
15157	3943	ELLEN CAMPBELL	007053		04/12/2022	101-1030-414.55-00	558.37 558.37 *	558.37
15158	3913	ENTERPRISE FM TRUST	006651		04/12/2022	512-0000-207.02-00	3,671.45 3,671.45 *	3,671.45
15159	3462	EUSI LLC	PI0191	022009	04/12/2022	503-4720-475.31-98	27,207.24 27,207.24 *	27,207.24
15160	2900	EXTREME IRON WELDING	006607		04/12/2022	503-4720-475.43-02	1,775.00 1,775.00 *	1,775.00
15161	1296	FRONTIER	006764 006765 006766 006767 006768 006769 006770 006771 006772 006773 006774 006775 006776 006777 006778 006779 006780		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	101-1025-415.52-10 101-2020-423.52-10 101-3010-431.52-10 101-5770-452.52-10 101-5773-452.52-10 101-5774-452.52-10 502-4710-471.52-10 503-4720-475.52-10 503-4720-475.52-10 507-5761-453.52-10 507-5762-454.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 580-4750-473.52-10	70.94 103.80 102.54 111.02 79.22 257.76 349.25 399.67 317.24 58.24 222.98 1,032.92 75.18 230.14 238.04 585.28 360.60 4,594.82 *	4,594.82

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15169	3502	KIPPY POULSON					275.00 *	275.00
15170	125	MCCORMICK CONSTRUCTION CO	006726		04/12/2022	101-3010-431.60-11	1,162.08 1,162.08 *	1,162.08
15171	3998	MICHAEL BAKER INTERNATIONAL	006991 006992 006993 006994 006995 006996 006997 006998 PI0209		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 022047 04/12/2022	101-0000-204.38-00 101-0000-204.43-00 101-0000-204.39-00 101-0000-204.40-00 101-0000-204.37-00 101-0000-204.42-00 101-0000-204.03-01 101-0000-204.78-00 101-1035-416.31-90	1,605.00 752.50 1,294.87 156.25 670.00 1,774.18 644.34 1,812.50 1,722.31 10,431.95 *	
15172	207	NEEDLES SENIOR CITIZENS	007003 007004		04/12/2022 04/12/2022	520-4740-462.52-12 521-4740-462.52-12	57.49 57.49 114.98 *	114.98
15173	218	NEWS WEST PUBLISHING CO.	006589 006655 006656 006746 006788		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	508-4810-478.53-00 507-5762-454.53-00 101-3010-431.72-17 239-4730-472.59-42 101-4730-472.53-00	29.56 79.18 52.78 81.82 108.22 351.56 *	
15174	1786	NPUA						351.56
15175	1786	NPUA						VOIDED
15176	1786	NPUA						VOIDED
			006617 006618 006633 006634 006635 006636 006637 006638 006639 006640 006641 006657 006658 006659 006660 006661 006662 006663 006664 006665 006666		04/12/2022 04/12/2022	580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 101-5774-452.41-10 101-5774-452.41-20 101-5770-452.41-10 101-5770-452.41-20 101-5770-452.41-30 101-5774-452.41-10 101-5774-452.41-20 101-5774-452.41-30 580-4750-473.41-11 101-5772-452.41-10 101-5772-452.41-20 101-5772-452.41-10 101-5772-452.41-10 101-5772-452.41-10 101-5772-452.41-20 101-5772-452.41-10 101-5772-452.41-20 101-1070-410.41-10 101-1070-410.41-20	56.84 66.55 31.79 44.84 73.73 1,805.51 577.95 77.98 1,000.73 209.79 155.96 32.39 51.01 72.65 66.39 907.49 212.39 92.10 45.22 444.97 210.50	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15176	1786	NPUA	007032		04/12/2022	101-5772-452.41-20	594.30	
			007039		04/12/2022	507-5761-453.41-20	201.06	
			007040		04/12/2022	507-5762-454.41-10	462.76	
			007041		04/12/2022	507-5761-453.41-20	12,333.48	
			007042		04/12/2022	507-5761-453.41-20	53.70	
			007043		04/12/2022	507-5761-453.41-20	47.23	
			007044		04/12/2022	507-5762-454.41-10	115.14	
							49,811.32	49,811.32
15177	3324	OFFICE EXPRESS	006954		04/12/2022	508-4810-478.61-01	420.51	
							420.51	420.51
15178	3798	ONSOLVE LLC	PI0205	022075	04/12/2022	101-1060-410.69-57	5,751.00	
							5,751.00	5,751.00
15179	740	OUR TOWN MAGAZINE	007049		04/12/2022	507-5762-454.53-00	372.30	
							372.30	372.30
15180	1	PAGET, EDWARD	UT		04/12/2022	501-0000-211.00-00	84.81	
							84.81	84.81
15181	3866	PLACEWORKS	PI0194	022032	04/12/2022	213-1035-416.31-90	2,145.00	
			PI0195	022033	04/12/2022	208-1035-416.31-90	3,001.63	
							5,146.63	5,146.63
15182	1578	PURCHASE POWER	006864		04/12/2022	510-4410-405.52-20	3,099.72	
							3,099.72	3,099.72
15183	15	QUILL CORP.	006626		04/12/2022	101-1025-415.61-01	7.85	
			006645		04/12/2022	510-4410-405.61-31	50.07	
			006646		04/12/2022	510-4410-405.61-06	109.84	
			006647		04/12/2022	510-4410-405.61-31	110.97	
			006789		04/12/2022	101-1030-414.61-01	135.69	
			006790		04/12/2022	510-4410-405.61-01	114.19	
			006865		04/12/2022	101-1040-417.61-01	22.19	
			006866		04/12/2022	101-1040-417.61-01	22.19	
			006867		04/12/2022	510-4410-405.61-01	646.44	
			006980		04/12/2022	101-1040-417.61-02	103.43	
			006981		04/12/2022	101-1040-417.61-02	22.19	
			006988		04/12/2022	101-1035-416.61-02	78.65	
			006989		04/12/2022	101-1040-417.61-02	78.64	
			006999		04/12/2022	510-4410-405.61-01	57.10	
			007000		04/12/2022	510-4410-405.61-01	57.10	
							1,457.96	1,457.96
15184	818	R & R PRODUCTS INC.	006590		04/12/2022	507-5762-454.60-50	166.22	
			006591		04/12/2022	507-5761-453.43-04	49.12	
			006749		04/12/2022	507-5761-453.61-33	339.45	
			006750		04/12/2022	507-5761-453.43-04	237.43	
			007051		04/12/2022	507-5761-453.43-04	145.53	

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15184	818	R & R PRODUCTS INC.					937.75 *	937.75
15185	309	REPUBLIC SERVICES #78	PI0190	022019	04/12/2022	505-4730-472.31-87	95,640.73 95,640.73 *	95,640.73
15186	3796	ROUTE 66 BROADBAND LLC	006730 006759 006791 006792 006868 006894 006895 006896 006897 006937 006938 007046 007047 007048		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	509-4910-479.52-12 509-4910-479.52-12 503-4720-475.52-10 101-1030-414.52-10 503-4720-475.52-10 101-2020-423.52-10 101-3010-431.52-10 101-5772-452.52-10 101-5772-452.52-10 101-5773-452.52-10 101-5774-452.52-10 507-5762-454.52-10 507-5762-454.52-10 507-5762-454.52-10	138.75 138.75 85.00 100.00 85.00 85.00 100.00 144.49 144.49 110.00 85.00 100.00 100.00 100.00 1,516.48 *	937.75
15187	2148	S.B.CO. DEPT.OF PUBLIC HE	006699 006700		04/12/2022 04/12/2022	101-5770-452.57-01 101-5774-452.57-01	260.00 520.00 780.00 *	780.00
15188	3361	S.B.COUNTY SHERIFF'S DEPA	006592 006593		04/12/2022 04/12/2022	101-2010-421.31-80 225-2010-421.31-80	267,620.00 7,321.00 274,941.00 *	274,941.00
15189	1186	SAFETY-KLEEN CORP.	006977		04/12/2022	507-5762-454.43-08	20.00 20.00 *	20.00
15190	752	SILLY CACTUS INC	006793		04/12/2022	508-4810-478.61-04	691.33 691.33 *	691.33
15191	2951	SIMON FAMILY ENTERPRISES	PI0192 PI0193	022068 022068	04/12/2022 04/12/2022	583-4720-475.71-36 583-4720-475.71-39	13,300.00 22,750.00 36,050.00 *	36,050.00
15192	3344	SLOVAK BARON EMPEY MURPHY	006668 006669 006670 006671 006672 006673 006674 006675 006676 006677 006678		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50	219.60 697.40 1,067.00 398.60 433.00 229.60 400.40 1,427.40 972.60 715.80 497.60	

PREPARED 03/29/2022, 16:18:21
PROGRAM: GM3461
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2022/10
REPORT NUMBER 92

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15192	3344	SLOVAK BARON EMPEY MURPHY	006679		04/12/2022	101-2030-423.31-50	916.70	
			006680		04/12/2022	101-2030-423.31-50	339.00	
			006681		04/12/2022	101-2030-423.31-50	791.40	
			006682		04/12/2022	101-2030-423.31-50	885.00	
			006683		04/12/2022	101-2030-423.31-50	655.80	
			006684		04/12/2022	101-2030-423.31-50	1,032.15	
			006685		04/12/2022	101-2030-423.31-50	384.20	
			006686		04/12/2022	101-2030-423.31-50	150.35	
			006687		04/12/2022	101-2030-423.31-50	2,395.60	
			006688		04/12/2022	101-2030-423.31-50	1,201.85	
			006689		04/12/2022	101-2030-423.31-50	67.80	
			006690		04/12/2022	101-2030-423.31-50	655.40	
			006691		04/12/2022	101-2030-423.31-50	67.80	
			006692		04/12/2022	101-2030-423.31-50	45.20	
			006693		04/12/2022	502-4710-471.31-50	711.90	
			006694		04/12/2022	503-4720-475.31-50	711.90	
			006695		04/12/2022	502-4710-471.31-50	1,933.33	
			006696		04/12/2022	503-4720-475.31-50	1,933.34	
			006697		04/12/2022	580-4750-473.31-50	1,933.33	
			006698		04/12/2022	101-1015-412.31-50	5,800.00	
							29,671.05	29,671.05
15193	284	SOUTHWEST GAS CORP.	006627		04/12/2022	507-5761-453.41-50	18.59	18.59
15194	3837	SOUTHWEST GROUND WATER	PI0201	022029	04/12/2022	582-4710-471.71-07	18,087.77	18,087.77
15195	3965	STAN GONZALES	006608		04/12/2022	507-5762-454.55-00	287.82	287.82
15196	3875	STANTEC CONSULTING SERVIC	PI0189	022015	04/12/2022	580-4750-473.31-10	497.88	497.88
15197	1	SUBMAR, INC	UT		04/12/2022	501-0000-211.00-00	131.22	131.22
15198	4008	THE PRINTER GUYS, LLC	006594		04/12/2022	508-4810-478.61-02	367.00	367.00
			006729		04/12/2022	502-4710-471.61-02	318.00	318.00
			006794		04/12/2022	101-1040-417.43-05	95.00	95.00
15199	3950	TKE ENGINEERING INC	PI0199	022030	04/12/2022	582-4710-471.71-07	3,975.00	3,975.00
			PI0200	022074	04/12/2022	502-4710-471.31-16	392.50	392.50
			006964		04/12/2022	101-0000-204.03-01	1,015.00	1,015.00
			006965		04/12/2022	101-0000-204.03-01	217.50	217.50
			006966		04/12/2022	101-0000-204.03-01	805.00	805.00
			PI0206	022076	04/12/2022	101-3010-431.71-22	14,205.00	14,205.00
			PI0207	022076	04/12/2022	101-3010-431.71-22	16,747.50	16,747.50
			006975		04/12/2022	270-4631-463.31-50	3,950.78	3,950.78

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15199	3950	TKE ENGINEERING INC	PI0208 006990	022038	04/12/2022 04/12/2022	470-4620-410.31-90 101-0000-204.39-00	76.72 3,897.50 45,282.50 *	45,282.50
15200	3873	TRANSPORTATION CONCEPTS	006595 006596 006597 006598 006599 006600 006601 006602		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	525-4770-461.32-90 525-4770-461.62-00 520-4740-462.32-90 520-4740-462.51-20 520-4740-462.62-00 521-4740-462.32-90 521-4740-462.51-20 521-4740-462.62-00	30,146.46 1,677.55 4,050.19 983.64 188.62 701.68 983.64 188.62 38,920.40 *	
15201	1	TRESA MITCHELL	006782		04/12/2022	101-0000-362.01-00	375.00 375.00 *	375.00
15202	3693	TRI STATE COMMUNITY HEALT	006628		04/12/2022	508-4810-478.31-20	150.00 150.00 *	150.00
15203	3014	TRI STATE FIRE SYSTEMS, I	006701		04/12/2022	101-5774-452.43-18	395.25 395.25 *	395.25
15204	772	TRI-STATE ACE HARDWARE	006702 006703		04/12/2022 04/12/2022	101-0000-204.10-00 101-3010-431.60-12	188.25 231.20 419.45 *	419.45
15205	2798	U.S. DEPARTMENT OF ENERGY	006585 006904		04/12/2022 04/12/2022	580-4750-473.63-10 580-4750-473.63-10	26,526.22 16,610.95 43,137.17 *	43,137.17
15206	3825	ULTRA PEST CONTROL, LLC	006704		04/12/2022	101-5774-452.43-18	45.00 45.00 *	45.00
15207	3830	UNIFIRST CORPORATION	006603 006604 006605 006609 006629 006630 006631 006705 006706 006707 006708 006709 006710 006711 006722 006728		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	508-4810-478.61-04 580-4750-473.61-04 507-5762-454.43-08 507-5762-454.43-08 502-4710-471.61-04 508-4810-478.61-04 503-4720-475.61-04 101-3010-431.61-04 508-4810-478.61-04 101-5774-452.61-06 101-3010-431.61-04 101-5772-452.61-04 101-3010-431.61-04 101-5772-452.61-04 580-4750-473.61-04 502-4710-471.61-04	9.87 130.90 7.49 7.60 26.44 9.19 17.70 161.63 9.73 8.56 96.68 44.65 142.90 45.30 130.90 139.90	

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15207	3830	UNIFIRST CORPORATION	006755 006795 006902 006903 006945 006946 006986 006987 007033 007034 007035 007045		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	503-4720-475.61-04 101-5774-452.61-06 508-4810-478.61-04 502-4710-471.61-04 101-5774-452.61-06 580-4750-473.61-04 507-5762-454.43-08 503-4720-475.61-04 101-5772-452.61-04 101-3010-431.61-04 101-5772-452.61-04 507-5762-454.43-08	17.70 8.56 9.73 40.63 8.56 130.90 7.49 17.70 72.96 96.68 44.65 7.49 1,452.49 *	1,452.49
15208	761	USABLUBOOK	006869 006870 006985		04/12/2022 04/12/2022 04/12/2022	502-4710-471.60-55 502-4710-471.60-55 503-4720-475.43-02	194.38 643.74 94.72 932.84 *	932.84
15209	475	VASQUEZ & COMPANY LLP	PI0196 PI0197	022024 022024	04/12/2022 04/12/2022	101-1025-415.31-47 101-1025-415.31-47	14,000.00 5,600.00 19,600.00 *	19,600.00
15210	326	WESTERN ALARM SERVICE INC	006947		04/12/2022	101-5773-452.43-40	60.00 60.00 *	60.00
15211	3528	WESTERN ENVIRONMENTAL TES	006871 006872		04/12/2022 04/12/2022	503-4720-475.59-75 503-4720-475.59-75	239.00 593.00 832.00 *	832.00
15212	3967	WILLDAN ENGINEERING	006606 PI0188 006745	022010	04/12/2022 04/12/2022 04/12/2022	101-0000-204.39-00 101-2025-424.31-10 101-0000-204.03-01	2,310.00 11,644.00 6,718.37 20,672.37 *	20,672.37
15213	1023	XEROX	006712 006713 006714 006715 006716 006717 006718 006719 006720 006874		04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	101-1020-413.70-01 101-1025-415.70-01 101-1030-414.70-01 101-1035-416.70-01 101-1040-417.70-01 101-2025-424.70-01 101-2030-423.70-01 101-3010-431.70-01 510-4410-405.70-01 101-5774-452.74-20	36.05 36.05 57.68 36.05 36.05 36.05 36.05 14.42 72.08 97.78 458.26 *	458.26
15214	3842	XIO, INC.	006873		04/12/2022	502-4710-471.31-90	143.00 143.00 *	143.00

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15215	3828	3D-NETWORKS LLC	006642		04/12/2022	509-4910-479.31-90	3,162.50	
			006643		04/12/2022	509-4910-479.31-53	300.00	
			006943		04/12/2022	509-4910-479.31-90	2,800.00	
			006944		04/12/2022	509-4910-479.31-53	300.00	
			006953		04/12/2022	509-4910-479.52-13	290.00	
			007001		04/12/2022	509-4910-479.31-53	375.00	
			007002		04/12/2022	509-4910-479.31-90	2,825.00	
							10,052.50 *	10,052.50
BANK/CHECK TOTAL							935,231.32	935,231.32
ALL BANKS/CHECKS TOTAL							935,231.32	935,231.32

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

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	3/25/2022 (2)	21-22 BUDGET
101.1015.412	CITY ATTORNEY	\$ 1,183.10		\$ 46,504.95	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 144,778.46	\$205,293
101.1025.415	FINANCE DEPT.	\$ 620.92		\$ 350,368.85	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 615.77		\$ 115,846.04	\$201,933
101.1035.416	PLANNING /ZONING	\$ -		\$ 128,456.27	\$304,327
101.1040.417	ENGINEERING	\$ -		\$ 126,041.31	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 29,263.54	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 30,250.08	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 2,261,086.29	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 23.69		\$ 123,742.79	\$236,591
101.2025.424	BUILDING & SAFETY	\$ 121.92		\$ 308,061.40	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ 95.00		\$ 393,304.27	\$629,675
101.3010.431	PUBLIC WORKS	\$ 30.45		\$ 810,130.22	\$4,513,905
101.4730.472	SANITATION	\$ -		\$ 99,194.77	\$156,217
101.5770.452	AQUATICS	\$ 1,059.34		\$ 97,394.29	\$180,845
101.5772.452	PARKS	\$ 204.43		\$ 338,768.01	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 84,105.77	\$139,888
101.5774.452	RECREATION	\$ 990.85		\$ 212,784.07	\$353,231
GENERAL FUND TOTAL ALL GF DEPARTMENTS			\$ 4,945.47		\$12,131,009
FUND 205	CDBG		\$ -	\$ 33,163.16	\$27,243
FUND 206	CEMETERY		\$ -	\$ 88,462.93	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 886,383.32	\$984,573
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 101,817.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 39,498.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 131,111.17	\$283,431
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 81.82	\$5,000
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 161,389.52	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 370.00	\$300,000
FUND 501	NPUA		\$ -	\$ 2,371,291.24	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ 326.63	\$ 1,372,541.78	\$2,001,236
FUND 503	WASTEWATER DEPARTMENT		\$ 4.50	\$ 923,919.15	\$1,297,932
FUND 505	SANITATION		\$ -	\$ 946,560.31	\$1,324,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 14.99	\$ 864,119.09	\$1,012,427
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 421,974.29	\$731,730
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 101.89		\$ 221,751.72	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 101.89		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 1,765.08	\$ 228,476.06	\$359,455
FUND 509	MIS		\$ -	\$ 131,608.51	\$252,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 104,562.30	\$395,203
FUND 511	FLEET MANAGEMENT		\$ 809.99	\$ 133,079.23	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 153,814.42	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 16,929.19	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 291,424.09	\$494,264
FUND 580	ELECTRIC		\$ 1,236.83	\$ 8,332,566.34	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 26,552.00	\$26,552
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 915,688.43	\$2,142,785
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 62,718.00	\$2,218
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL ALL FUNDS & DEPARTMENTS			\$ 9,205.38	\$ 24,663,527.83	\$40,819,422

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with

8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City

Rick Daniels, City Manager

Date

Kippy Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 3/25/2022, 10:17:21
PROGRAM: GM348U
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 09/2022

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
15129	3651	00	WELLS FARGO	03/25/2022	9,205.38	.00
NUMBER OF CHECKS				1	GRAND TOTAL	9,205.38

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15129	3651	WELLS FARGO	006905		03/25/2022	101-1025-415.55-00	620.92	
			006906		03/25/2022	508-4810-478.31-40	799.00	
			006907		03/25/2022	508-4810-478.55-00	662.33	
			006911		03/25/2022	502-4710-471.31-90	14.99	
			006912		03/25/2022	580-4750-473.43-57	356.37	
			006913		03/25/2022	580-4750-473.31-40	650.00	
			006914		03/25/2022	101-0000-204.06-00	1,183.10	
			006915		03/25/2022	101-2020-423.61-36	23.69	
			006916		03/25/2022	101-5774-452.61-01	30.39	
			006917		03/25/2022	101-5774-452.61-06	203.22	
			006918		03/25/2022	101-5770-452.31-40	1,059.34	
			006919		03/25/2022	101-5774-452.60-24	224.92	
			006920		03/25/2022	101-5774-452.60-23	518.07	
			006921		03/25/2022	506-4713-477.61-01	14.99	
			006922		03/25/2022	502-4710-471.31-90	60.00	
			006923		03/25/2022	502-4710-471.52-20	21.18	
			006924		03/25/2022	508-4810-478.61-34	303.75	
			006925		03/25/2022	502-4710-471.61-21	225.96	
			006926		03/25/2022	580-4750-473.61-21	225.96	
			006957		03/25/2022	101-1030-414.55-00	500.00	
			006958		03/25/2022	101-1030-414.31-40	115.00	
			006959		03/25/2022	101-1030-414.52-10	.77	
			006960		03/25/2022	101-5774-452.52-10	14.25	
			006961		03/25/2022	502-4710-471.52-10	4.50	
			006962		03/25/2022	503-4720-475.52-10	4.50	
			006963		03/25/2022	580-4750-473.52-10	4.50	
			006969		03/25/2022	101-3010-431.61-01	30.45	
			006970		03/25/2022	101-5772-452.43-04	101.89	
			006971		03/25/2022	511-3020-432.43-57	204.43	
			006972		03/25/2022	101-2025-424.61-01	809.99	
			006973		03/25/2022	101-2025-424.31-20	94.07	
			006974		03/25/2022	101-2030-423.56-00	27.85	

9,205.38 *

BANK/CHECK TOTAL

9,205.38

ALL BANKS/CHECKS TOTAL

9,205.38

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

		DEPT. AMT.	FUND AMT.	25-Mar	21-22 BUDGET
FUND 101	GENERAL FUND	\$ 3,354.19			
101.1015.412	CITY ATTORNEY	\$ -		\$ 46,504.95	\$80,000
101.1020.413	CITY MANAGER	\$ 76.44		\$ 144,778.46	\$205,293
101.1025.415	FINANCE DEPT.	\$ 294.91		\$ 347,785.28	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 193.06		\$ 114,994.58	\$201,933
101.1035.416	PLANNING /ZONING	\$ 42.38		\$ 128,456.27	\$304,327
101.1040.417	ENGINEERING	\$ 58.38		\$ 126,041.31	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 29,263.54	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 30,250.08	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 2,261,086.29	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 50.00		\$ 123,488.30	\$236,591
101.2025.424	BULDING & SAFETY	\$ 168.74		\$ 307,749.34	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ 529.62		\$ 393,209.27	\$629,675
101.3010.431	PUBLIC WORKS	\$ 301.36		\$ 778,505.32	\$4,513,905
101.4730.472	SANITATION	\$ 13.68		\$ 99,194.77	\$156,217
101.5770.452	AQUATICS	\$ -		\$ 96,223.93	\$180,845
101.5772.452	PARKS	\$ 279.25		\$ 338,167.23	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ 118.95		\$ 84,105.77	\$139,888
101.5774.452	RECREATION	\$ 619.51		\$ 212,784.07	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 6,100.47		\$12,131,009
FUND 205	CDBG		\$ -	\$ 33,163.16	\$27,243
FUND 206	CEMETERY		\$ 118.67	\$ 88,462.93	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 886,383.32	\$984,573
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 101,817.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 39,498.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 131,111.17	\$283,431
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 81.82	\$5,000
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 161,389.52	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 370.00	\$300,000
FUND 501	NPUA		\$ -	\$ 2,371,291.24	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ 1,114.77	\$ 1,347,754.94	\$2,001,236
FUND 503	WASTEWATER DEPARTMENT		\$ 326.42	\$ 906,697.53	\$1,297,932
FUND 505	SANITATION		\$ -	\$ 946,560.31	\$1,324,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 17.15	\$ 864,104.10	\$1,012,427
FUND 507	GOLF FUND	\$ 65.68			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 421,974.29	\$731,730
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 208,115.04	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 65.68		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 285.18	\$ 219,740.45	\$359,455
FUND 509	MIS		\$ -	\$ 131,608.51	\$252,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 104,562.30	\$395,203
FUND 511	FLEET MANAGEMENT		\$ 201.34	\$ 132,169.82	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 153,814.42	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 16,929.19	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 291,424.09	\$494,264
FUND 580	ELECTRIC		\$ 3,459.11	\$ 8,243,999.01	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 26,552.00	\$26,552
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 915,688.43	\$2,142,785
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 62,718.00	\$2,218
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 11,688.79	\$ 24,472,162.73	\$40,819,422

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

Rick Daniels, City Manager

Date

Kippy Paulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

3/30/22
Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
15100	3709	00	ADRIAN CHAVEZ	03/25/2022	50.00	.00
15101	3688	00	ALBERT PONCE	03/25/2022	50.00	.00
15102	1932	00	ALBERTO PAIVA	03/25/2022	50.00	.00
15103	3897	00	BENEBLOC, LLC	03/25/2022	518.36	.00
15104	4022	00	BENEFIT COORDINATORS CORPORATION	03/25/2022	3,039.40	.00
15105	3870	00	BRYAN HICKSTEIN	03/25/2022	50.00	.00
15106	2931	00	DALE JONES	03/25/2022	50.00	.00
15107	322	00	FRANK VALENZUELA JR.	03/25/2022	50.00	.00
15108	1305	00	GREAT WEST LIFE	03/25/2022	4,312.00	.00
15109	3634	00	GREAT-WEST LIFE & ANNUITY	03/25/2022	631.72	.00
15110	2879	00	JENNIFER VALENZUELA	03/25/2022	461.00	.00
15111	2879	00	JENNIFER VALENZUELA	03/25/2022	72.18	.00
15112	638	00	JESSE FRAGOSO	03/25/2022	50.00	.00
15113	325	00	JIM WILLIS	03/25/2022	50.00	.00
15114	3978	00	JOSE SANCHEZ	03/25/2022	50.00	.00
15115	2222	00	JUSTIN SCOTT	03/25/2022	50.00	.00
15116	3512	00	KIMBERLY MITCHELL	03/25/2022	50.00	.00
15117	3889	00	MICHAEL WILLIS	03/25/2022	50.00	.00
15118	3767	00	PATRICK MARTINEZ	03/25/2022	50.00	.00
15119	3654	00	RAINIE TORRANCE	03/25/2022	50.00	.00
15120	3953	00	RONNY SOMMERS	03/25/2022	50.00	.00
15121	1199	00	SEPEA TEAMSTERS LOCAL 1932	03/25/2022	836.20	.00
15122	3851	00	SY FOLEY	03/25/2022	50.00	.00
15123	3432	00	SYLVIA MILEDI	03/25/2022	50.00	.00
15124	3622	00	TAYLOR MILLER	03/25/2022	50.00	.00
15125	2744	00	THOMAS DELEON	03/25/2022	50.00	.00
15126	2817	00	TONY RUBALCABA	03/25/2022	50.00	.00
15127	3695	00	VINCE GARZA	03/25/2022	50.00	.00
15128	1217	00	VISION SERVICE PLAN	03/25/2022	767.93	.00
NUMBER OF CHECKS				29	11,688.79	
GRAND TOTAL						

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15100	3709	ADRIAN CHAVEZ	002140		03/25/2022	101-2030-423.52-10	50.00 50.00 *	50.00
15101	3688	ALBERT PONCE	002149		03/25/2022	502-4710-471.52-10	50.00 50.00 *	50.00
15102	3932	ALBERTO PAIVA	002150		03/25/2022	101-2025-424.52-10	50.00 50.00 *	50.00
15103	3897	BENEBLOC, LLC	006816 006817 006818 006819		03/25/2022 03/25/2022 03/25/2022 03/25/2022	101-0000-209.03-01 502-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01	266.82 71.44 86.92 93.18 518.36 *	518.36
15104	4022	BENEFIT COORDINATORS CORP	006839 006840 006841 006842 006843 006844 006845 006846 006847 006848 006849 006850 006851 006852 006853 006854 006855 006856 006857		03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 206-5771-452.24-10 502-4710-471.24-10 503-4720-475.24-10 506-4713-477.24-10 508-4810-478.24-10 511-3020-432.24-10 580-4750-473.24-10	61.10 190.61 111.26 22.80 31.72 93.18 387.60 198.44 10.41 223.08 100.32 121.34 100.72 310.81 185.05 13.88 138.80 66.62 671.66 3,039.40 *	3,039.40
15105	3870	BRYAN HICKSTEIN	002146		03/25/2022	502-4710-471.52-10	50.00 50.00 *	50.00
15106	2931	DALE JONES	002130		03/25/2022	101-1030-414.52-10	50.00 50.00 *	50.00
15107	322	FRANK VALENZUELA JR.	002128		03/25/2022	502-4710-471.52-10	50.00 50.00 *	50.00
15108	1305	GREAT WEST LIFE & ANNUITY	006813 006814 006815		03/25/2022 03/25/2022 03/25/2022	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	2,358.00 275.00 1,679.00 4,312.00 *	4,312.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15109	3634	GREAT-WEST LIFE & ANNUITY	006807		03/25/2022	101-0000-209.01-00	38.13	
			006808		03/25/2022	101-0000-209.01-00	24.27	
			006809		03/25/2022	101-0000-209.01-00	213.04	
			006810		03/25/2022	580-0000-209.01-00	174.52	
			006811		03/25/2022	580-0000-209.01-00	53.93	
			006812		03/25/2022	580-0000-209.01-00	127.83	
							631.72	631.72
15110	2879	JENNIFER VALENZUELA	002126		03/25/2022	101-5774-452.52-10	50.00	
			006796		03/25/2022	101-5774-452.49-01	195.00	
			006797		03/25/2022	101-5774-452.62-00	93.00	
			006798		03/25/2022	101-5774-452.31-42	123.00	
							461.00	461.00
15111	2879	JENNIFER VALENZUELA	006799		03/25/2022	101-0000-204.10-00	72.18	
							72.18	72.18
15112	638	JESSE FRAGOSO	002144		03/25/2022	101-3010-431.52-10	50.00	
							50.00	50.00
15113	325	JIM WILLIS	002129		03/25/2022	580-4750-473.52-10	50.00	
							50.00	50.00
15114	3978	JOSE SANCHEZ	002141		03/25/2022	502-4710-471.52-10	50.00	
							50.00	50.00
15115	2222	JUSTIN SCOTT	002125		03/25/2022	580-4750-473.52-10	50.00	
							50.00	50.00
15116	3512	KIMBERLY MITCHELL	006143		03/25/2022	508-4810-478.52-10	50.00	
							50.00	50.00
15117	3889	MICHAEL WILLIS	002132		03/25/2022	580-4750-473.52-10	50.00	
							50.00	50.00
15118	3767	PATRICK MARTINEZ	002133		03/25/2022	101-2030-423.52-10	12.50	
			002134		03/25/2022	101-2025-424.52-10	12.50	
			002135		03/25/2022	101-1035-416.52-10	12.50	
			002136		03/25/2022	101-1040-417.52-10	12.50	
							50.00	50.00
15119	3654	RAINIE TORRANCE	002137		03/25/2022	502-4710-471.52-10	16.67	
			002138		03/25/2022	503-4720-475.52-10	16.66	
			002139		03/25/2022	580-4750-473.52-10	16.67	
							50.00	50.00
15120	3953	RONNY SOMMERS	002127		03/25/2022	580-4750-473.52-10	50.00	
							50.00	50.00
15121	1199	SBPEA TEAMSTERS LOCAL 193	006800		03/25/2022	101-0000-209.03-01	381.75	

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
15121	1199	SBPEA TEAMSTERS LOCAL 193	006801 006802 006803 006804 006805 006806		03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022	502-0000-209.03-01 503-0000-209.03-01 507-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01	118.63 23.29 65.68 52.82 31.38 162.65 836.20 *	
15122	3851	SY FOLEY	002143		03/25/2022	503-4720-475.52-10	50.00 50.00 *	50.00
15123	3432	SYLVIA MILEDI	002151		03/25/2022	101-1025-415.52-10	50.00 50.00 *	50.00
15124	3622	TAYLOR MILLER	002147		03/25/2022	502-4710-471.52-10	50.00 50.00 *	50.00
15125	2744	THOMAS DELEON	002142		03/25/2022	580-4750-473.52-10	50.00 50.00 *	50.00
15126	2817	TONY RUBALCABA	002131		03/25/2022	101-2020-423.52-10	50.00 50.00 *	50.00
15127	3695	VINCE GARZA	002145		03/25/2022	580-4750-473.52-10	50.00 50.00 *	50.00
15128	1217	VISION SERVICE PLAN	006820 006821 006822 006823 006824 006825 006826 006827 006828 006829 006830 006831 006832 006833 006834 006835 006836 006837 006838		03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022 03/25/2022	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 206-5771-452.24-10 502-4710-471.24-10 503-4720-475.24-10 506-4713-477.24-10 508-4810-478.24-10 511-3020-432.24-10 580-4750-473.24-10	15.34 54.30 31.80 7.08 14.16 13.06 79.52 52.92 3.27 56.17 18.63 37.17 17.95 72.22 51.42 3.27 43.56 16.42 179.67 767.93 *	

BANK/CHECK TOTAL

11,688.79

11,688.79

ALL BANKS/CHECKS TOTAL

11,688.79

11,688.79



Request for Board Action City of Needles, California

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

Meeting Date: April 12, 2022

Title: Accept work completed by **PHILLIPS EXCAVATING INC.** and City Staff for the Illegal Dumping along Reclamation Road project. to perform clean up abatement services along Reclamation Road under the Cal Recycle Grant and authorize a Notice of Completion and record with the San Bernardino County Recorder's Office.

Background: The City was awarded an illegal dumping grant from CalRecycle on April 30, 2021, for \$75,500. Staff identified several areas along Reclamation Road where illegal dumping is occurring.

On 03/09/2022 the project was advertised in the Needles Desert Star and bids were opened on 03/15/2022 and one qualifying bid was received. The bid received was from Phillips Excavation for \$63,000. The remaining budget of \$12,550 will be utilized to cover staff time, procure signage, and barriers to deter additional illegal dumping.

Fiscal Impact:

FINAL COSTS

\$1,503.27	BID PREP & DESIGN
63,000.00	CONTRACTOR
\$6,121.50	STAFF TIME
\$375.23	QUALITY ASSURANCE / CONTROL
\$4,550.00	MATERIALS
<u>\$75,550.00</u>	<u>ACTUAL</u>
	TOTAL PROJECT COSTS

sm Sylvia Miledi

Recommendation: Accept work completed by **PHILLIPS EXCAVATING INC.** and City Staff to perform clean up abatement services along Reclamation Road under the Cal Recycle Grant and authorize a Notice of Completion and record with the San Bernardino County Recorder's Office.

Submitted By: Tammy Ellmore, Engineering Tech II
Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 4/4/22

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

AGENDA ITEM: 60

City of Needles
Project Budget Needles Illegal Dumping Site Abatement 0322
ESTIMATED & FINAL PROJECT COSTS

<u>BID PREPARATION ILLEGAL DUMPING SITE ABATEMENT CALRECYCLE</u>				
(Staff time for Design of Plan's & Specification)				
Check these amounts against Fully Allocated Hourly Rate			<u>ESTIMATED COSTS</u>	
<u>Department</u>	<u>Task</u>	<u>Hour Rate</u> <small>Fully Burdened Rate 2006-2007</small>	<u>Hours</u>	<u>TOTAL</u>
Accounts Payable	PO Process	\$110.77	1.00	\$110.77
Engineering	Bid Preparation	\$154.97	2.00	\$309.94
Finance Director	Accounting	\$164.87	1.00	\$164.87
Assistant Utility Manager	Grant Support	\$164.32	2.00	\$328.64
			<u>TOTAL</u>	\$914.22
<u>ADVERTISEMENT</u>				
Newspaper #1	Needles Desert Star			\$89.05
Educational Flyer				\$500.00
			<u>TOTAL</u>	\$589.05
<u>MATERIALS</u>				
Illegal Disposal Signage & Barricades				<u>Quote</u> \$4,550.00
			<u>TOTAL</u>	\$4,550.00
<u>CONTRACTED</u>				
Contractor	Illegal Dump Site Abatement			<u>Quote</u> \$53,000.00
Contractor	Disposal			\$10,000.00
	TOTAL CONSTRUCTION			\$63,000.00
<u>QUALITY ASSURANCE / CONTROL & INSPECTION</u>				
(including Labor Compliance)				
	<u>Task</u>	<u>Hourly Rate</u> <small>Fully Burdened Rate 2006-2007</small>	<u>Hours</u>	<u>TOTAL</u>
Engineering	Contract Compliance	\$44.98	2.00	\$89.96
Engineering	Quality / Labor Compliance	\$44.98	1.00	\$44.98
Public Works Director	Review & Inspection	\$131.85	16.00	\$2,109.60
MCW I	Site Disposal Assistance	\$40.38	16.00	\$646.08
MCW I	Site Disposal Assistance	\$40.38	16.00	\$646.08
MCW I	Site Disposal Assistance	\$40.38	16.00	\$646.08
MCW I	Site Disposal Assistance	\$40.38	16.00	\$646.08
Equipment Operator I	Site Disposal Assistance	\$80.79	16.00	\$1,292.64
			<u>TOTAL</u>	\$6,121.50
<u>PROJECT CLOSE OUT / REIMBURSEMENT</u>				
<u>Task Department</u>	<u>Task</u>	<u>Hourly Rate</u> <small>Fully Burdened Rate 2006-2007</small>	<u>Hours</u>	<u>TOTAL</u>
Accounts Payable	Payment	\$110.77	0.50	\$55.39
Engineering	Reimbursement/Close-out	\$154.97	1.00	\$154.97
Finance Director	Budget	\$164.87	1.00	\$164.87
			<u>TOTAL</u>	\$375.23
<u>TOTALS</u>				
NOTE: 1 Represents ADMIN cost added together				
2 Represents CONSTRUCTION cost added together				
	ADMIN COSTS (incl. Design)			\$12,550.00 1
	CONSTRUCTION TOTAL			\$63,000.00 2
	Sub-Total			\$75,550.00
5%	CONTINGENCY			\$0.00 +
	PROJECT TOTAL			\$75,550.00 +

RECORDING REQUESTED BY:

City of Needles
817 Third Street
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

City of Needles
817 Third Street
Needles, CA 92363

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or AGENT OF THE OWNER of the interest or estate stated below in the property hereinafter described.

The full NAME of the OWNER is

CITY OF NEEDLES

The ADDRESS of the OWNER is

817 THIRD STREET, NEEDLES, CA 92363

The NATURE OF THE INTEREST or
estate of the undersigned is

In FEE

Street Address / APN (if applicable)

City of Needles – LAND APN: 0660-031-19-0000

The full name(s) and address(es) of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:

Contractor's Name

Contractor's Address:

PHILLIPS EXCAVATING, INC

805 E. BROADWAY AVE, NEEDLES, CA 92363

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the **04/12/2022** meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on **April 1, 2022**

Improvements described as **Litter Abatement & Old Appliance removal dumped illegally.**

Added signage & created berms so vehicles can not enter the area and litter.

I, **RICK DANIELS** am the
(Name of below signor)

CITY MANAGER
(Owner, President, Authorized Agent, Partner, etc.)

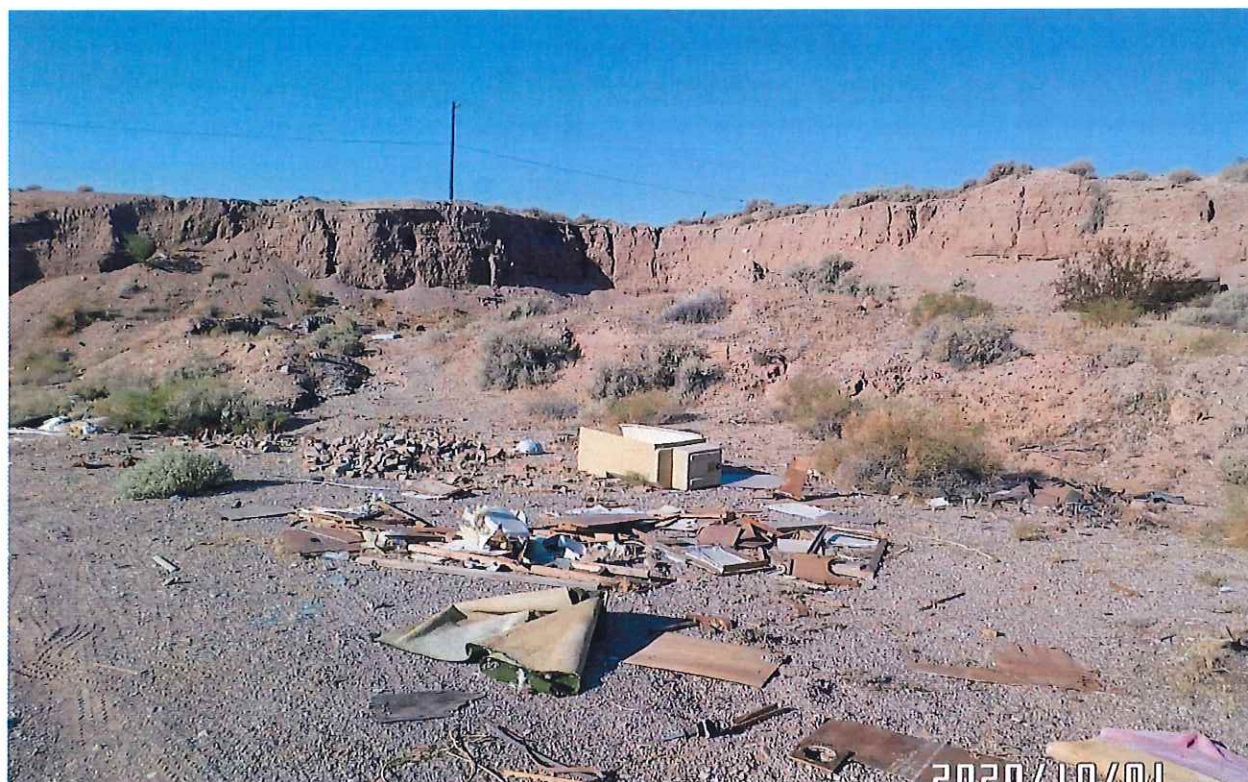
the declarant of the foregoing Notice of Completion. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **04/12/2022**

Signature: _____
Signature of Owner or Agent of Owner

ILLEGAL DUMPING SITE ABATEMENT 2022

BEFORE

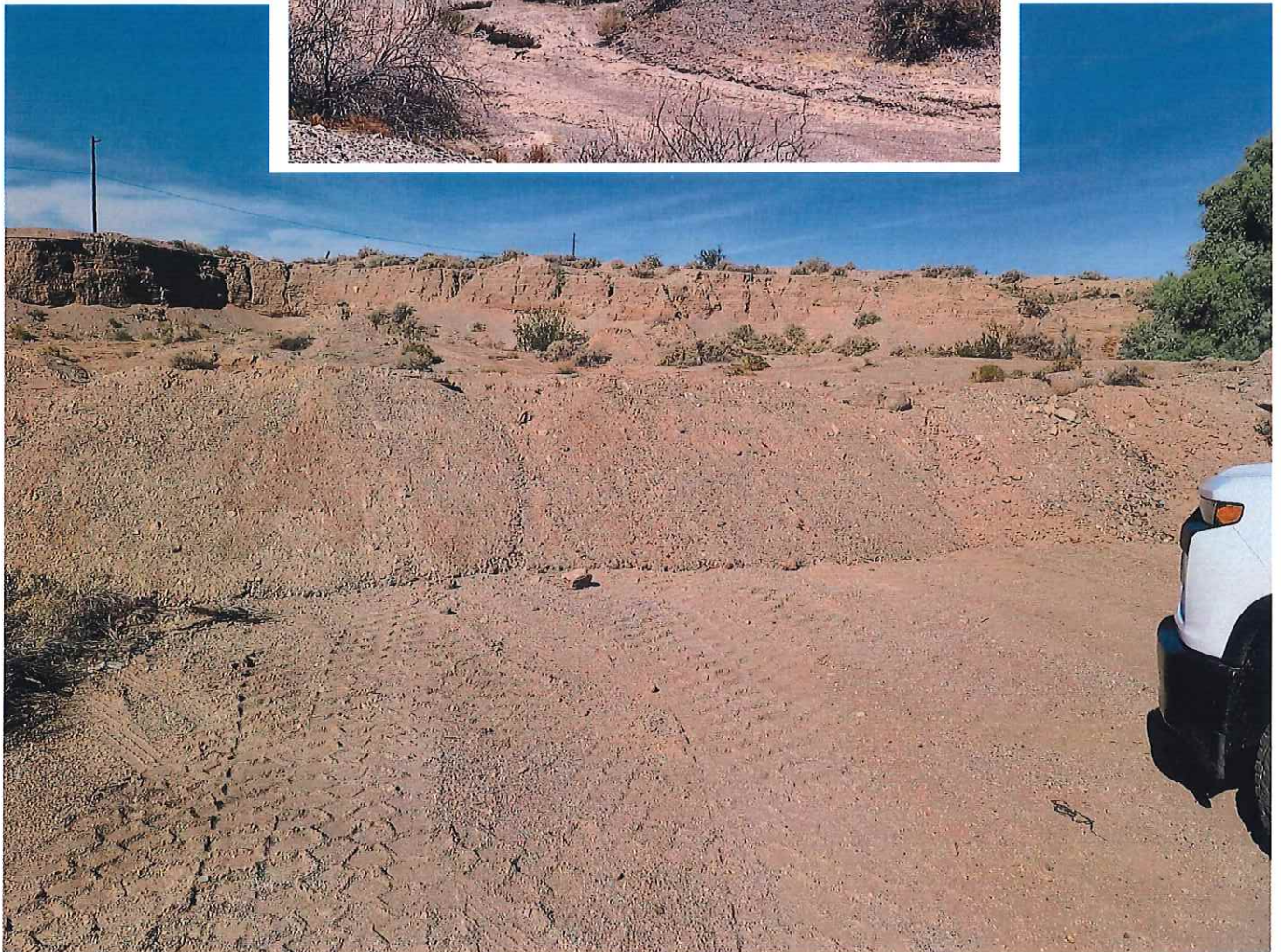


DURING



AFTER





BEFORE





AFTER





Request for Board Action City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA

☒ Regular ☐ Special

Meeting Date: April 12, 2022

Title: Accept **Deductive Change Order #1** with **Christensen Brothers** for the removal of Alternate Bid Items for the Palo Verde College Parking Lots, County Sheriff Complex Parking Lots and Flip Mendez Parkway awarded at the 02/22/2022 Council Meeting as part of the Phase II Water Service Replacement & Street Improvements.

Background: On 02/22/2022 City Council Meeting the adoption of the alternate items for the Palo Verde Community College Parking Lots, the County Sheriff Parking Lots, and Flip Mendez Parkway during the Phase II - Water Service Replacement & Street Improvements project.

Both outside agencies needed more time to prepare for this work to be done and would not be participating in the Phase II – Water Service Replacement & Street Improvements project. The amount of the deduction for these two totals \$332,910.30.

As for Flip Mendez Parkway, this project is currently underway with design for the new park improvements through the Prop 68 grant awarded to the City. Staff didn't want to go forward with paving the new road without a design in place showing future utilities crossing the road for the new pump track that is not designed at this time. The amount of this deduction is a total of \$211,354.70.

Fiscal Impact: The deductive amount for Change Order #1 is a total of \$ 544,265. Leaving a total contract amount of \$727,993 to Christensen Brothers Construction.
Am Sylvia Miledi

Recommendation: Accept the **Deductive Change Order #1** with **Christensen Brothers** for the removal of Alternate Bid Items for the Palo Verde College Parking Lots, County Sheriff Complex Parking Lots and Flip Mendez Parkway accepted at the 02/22/22 Council Meeting as part of the Phase II Water Service Replacement & Street Improvements.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review:

Rick

Date:

4/1/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 7

CITY OF NEEDLES
CHANGE ORDER

PROJECT: PHASE II - WATER SERVICE REPL. & STREET IMP

ORDER NO: 1

OWNER: CITY OF NEEDLES

CONTRACTOR: CHRISTENSEN BROS.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

Deductive Change Order removing Alternate Bid Items for the Palo Verde College Parking Lots, County Sheriff Complex Parking Lots and Flip Mendez Parkway accepted at City Council Meeting 02/22/2022.

JUSTIFICATION:

Deductive Change Order in the amount of \$544,265 representing Palo Verde Community College Parking Lots, County Sheriff Complex Parking Lot and Flip Mendez Parkway being removed from the project. Flip Mendez Parkway required waterline work that is being designed with the Park Rehabilitation Project. This portion will be included with the Phase III Project.

⁽¹⁾ ORIGINAL CONTRACT PRICE (Starting Bid Amount):	\$ 1,272,258.00
⁽²⁾ PREVIOUS Change Order(s) AMOUNT	\$ 0.00
⁽³⁾ ORIGINAL CONTRACT PRICE plus Previous Change Order(s) (add line 1 & 2)	\$ 1,272,258.00 (Auto Calculating)
⁽⁴⁾ CONTRACT PRICE DUE TO THIS CHANGE ORDER (This CO being presented)	(\$ 544,265.00)
⁽⁵⁾ NEW CONTRACT PRICE (including this Change Order) (add line 3 & 4)	\$ 727,993.00 (Auto Calculating)

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
0	0	0

APPROVALS REQUIRED

Requested by:


Signature (Tammy Ellmore)

Date: 03/29/2022

Contractor Acceptance:

Signature (Christensen Brothers General Engineering)

Date: _____

Approved by:

Signature (City Manager)

Date: 04/12/2022
CC meeting

CHANGE ORDER



Request for Board Action City of Needles, California

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

Meeting Date: April 12, 2022

Title: Accept **Change Order #2** with **Christensen Brothers** for the requested additional concrete driveway approaches, a paved fire lane for the new classroom on Erin Dr and additional asphalt for parking lots.

Background: The school requested the contractor to add additional driveway approaches on Erin Dr and a paved fire lane in conjunction with the new classroom installed earlier this year. This cost is \$38,000 to the school district.

A shortage of material (asphalt) was needed to complete the parking lots to the correct grade. The additional 4,000 SF of material was needed at a cost of \$29,840. This is an additional change order that will be reimbursed by the Needles Unified School District.

Fiscal Impact: The amount for Change Order #2 is a total of \$67,840, which will be added to the school districts invoice. The new contract amount of \$795,833 to Christensen Brothers Construction. sm Sylvia Miledi

Recommendation: Accept **Change Order #2** with **Christensen Brothers** for the requested additional concrete driveway approaches, a paved fire lane for the new classroom on Erin Dr and additional asphalt for parking lots in the amount of \$ 67,840. Staff to invoice Needles Unified School District for said amount and include as part of the Phase II Water Service Replacement & Street Improvements. For a new contract amount of \$795,833 to Christensen Brothers Construction.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: Rick

Date: 4/1/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 8

CITY OF NEEDLES
CHANGE ORDER

PROJECT: PHASE II - WATER SERVICE REPL. & STREET IMP

ORDER NO: 2

OWNER: CITY OF NEEDLES

CONTRACTOR: CHRISTENSEN BROS.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

FOR THE SCHOOL an additional concrete driveway approaches, paved fire lane for the new school building on Erin Drive this will be added to the portion being reimbursed by the NUSD.

JUSTIFICATION:

The Needles Unified School District requested additional concrete driveway approaches and Fire Lane paved for the new School Buildings on Erin Drive as well as extra asphalt being needed in the rear parking lot for bus radius. The extra cost of \$68,000 for this work will be paid for by the Needles Unified School District and will be added to the Funding agreement between the City and the Needles USD.

(1) ORIGINAL CONTRACT PRICE (Starting Bid Amount):	\$ 1,272,258.00
(2) PREVIOUS Change Order(s) AMOUNT	(\$ 544,265.00)
(3) ORIGINAL CONTRACT PRICE plus Previous Change Order(s) (add line 1 & 2)	\$ 727,993.00 (Auto Calculating)
(4) CONTRACT PRICE DUE TO THIS CHANGE ORDER (This CO being presented)	\$ 67,840.00
(5) NEW CONTRACT PRICE (including this Change Order) (add line 3 & 4)	\$ 795,833.00 (Auto Calculating)

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
0	0	0

APPROVALS REQUIRED

Requested by:


Signature (Jammy Ellmore)

Date: 03/29/2022

Contractor Acceptance:

Signature (Christensen Brothers General Engineering)

Date: _____

Approved by:

Signature (City Manager)

Date: 04/12/2022

CC meeting

CHANGE ORDER



Request for Board Action City of Needles, California

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

Meeting Date: April 12, 2022

Title: Accept **Change Order #3** with **Christensen Brothers** for the requested additional water service street repair on Erin Dr, Needles Hwy water service additional, leveling course material on L Street and minor patches on other roads.

Background: A water service leak appeared on Erin Dr which was installed by TE Robert's during last year's improvements. The company was unable to get out to Needles in a timely matter. So, City staff and the City's contractor Christensen Brothers repaired the road which all has been invoices to TE Robert's under their warranty policy. The cost for this patch was \$10,800. This amount and all staff time has been invoiced to TE Roberts.

As with Erin Dr last year, L Street encountered the same situation where no base material was under the road and material is needed for a leveling course to pave over. This amount is an increase of \$7,800.

Additional Water Service in Needles Hwy was needed between O & P Streets. Because this is a high traffic area and the need for traffic control the cost of the water service replacement is an increase of \$5,900.

The portion of the road known as the "I-40 Connector" completed several years ago has failing asphalt in several areas. Staff reached out to the contractor for a quote to repair several sections along this route, to save this road section. The route includes North K from Needles Colorado River Bridge to Needles Hwy to Broadway excluding the overpass then to J Street ending at Third Street. This increase is in the amount of \$28,800.

Fiscal Impact: The amount for Change Order #3 is a total of \$53,300 of which \$5,900 will be taken from the utility portion of the project and the remaining from the city portion. For a new contract amount of \$849,133.00 to Christensen Brothers Construction.

Am Sylvia Miledi

Recommendation: Accept **Change Order #3** with **Christensen Brothers** for the requested additional water service street repair on Erin Dr, Needles Hwy water service additional, leveling course material on L Street and minor patches on other roads to be added to current contract for a total amount of \$849,133.00.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: Rick

Date: 4/1/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 9

CITY OF NEEDLES
CHANGE ORDER

PROJECT: PHASE II - WATER SERVICE REPL. & STREET IMP

ORDER NO: 3

OWNER: CITY OF NEEDLES

CONTRACTOR: CHRISTENSEN BROS.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

Waterline Patch repair on Erin Drive near school & Additional Waterline replacement on Needles Hwy and Leveling Course on L Street and minor spots on other roads.

JUSTIFICATION:

A water service leak appeared installed by TE Robert's during last years improvements. The company was unable to get out to Needles in a timely matter. The waterline was repaired by staff and the City's contractor repaired the road which all has been invoices to TE Robert's under their warranty policy. As with Erin Dr last year L Street incountered no base and needed a leveling course to pave over.

(1) ORIGINAL CONTRACT PRICE (Starting Bid Amount):	\$ 1,272,258.00
(2) PREVIOUS Change Order(s) AMOUNT	(\$ 476,425.00)
(3) ORIGINAL CONTRACT PRICE plus Previous Change Order(s) (add line 1 & 2)	\$ 795,833.00 (Auto Calculating)
(4) CONTRACT PRICE DUE TO THIS CHANGE ORDER (This CO being presented)	\$ 53,300.00
(5) NEW CONTRACT PRICE (including this Change Order) (add line 3 & 4)	\$ 849,133.00 (Auto Calculating)

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
0	0	0

APPROVALS REQUIRED

Requested by: 
Signature (Tammy Ellmore)

Date: 03/28/2022

Contractor Acceptance: _____
Signature (Christensen Brothers General Engineering)

Date: _____

Approved by: _____
Signature (City Manager)

Date: _____
CC meeting

CHANGE ORDER



Request for Board Action City of Needles, California

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

Meeting Date: April 12, 2022

Title: Accept **Change Order #4** with **Christensen Brothers** for the requested increase on contract due to Oil Price Index effecting Fuel and Asphalt increases from sub-contractors on current Phase II – Water Service Replacement & Street Improvement project.

Background: Bid opening occurred 02/02/2022 with award of this project on 02/22/2022. The unforeseen war with Russia & Ukraine began 02/24/2022. Once the contractor mobilized in mid-March fuel prices had seen an increase of over \$4 per gallon.

The original bid estimated approximately at \$65 to \$74 dollars per ton from our local Asphalt Plant Vulcan in January 2020. Notice was given today 04/01/2022 by the same vendor that the cost would increase \$5 per ton for April and in May.

These effects all aspects of the construction now and going forward in regard to Fuel, Asphalt Production and Trucking.

We have seen this the same request from many sub-contractors on projects taking place in the City. We are in unforeseen territories due to world events that the City nor the Contractor control nor foreseen. Understanding the contractor signed a bid but it's our due diligence to respect and understand how much has changed and the impact on our projects. This is a drastic change in pricing that the economy has not seen since the last depression. The City was never doing construction work during those times. So, this is a first.

Fiscal Impact: School District paved (21%) 43,977 SF with the City paving (79%) 165,448 SF. So, a proposed percentage split of this increase would be fair. The amount for Change Order #3 is One half of the contractor's request of \$31,000. Which would be a shared cost with the School District of \$15,500 of which \$3,254.83 will be billed to the Needles Unified School District and invoiced for reimbursement. The remaining amount of \$12,245.16 would be added to the project which is under budget due to the deductive change orders. Am Sylvia Miledi

Recommendation: Accept **Change Order #4** with **Christensen Brothers** for ONE-HALF (\$15,500) of the requested increase of \$31,000 due to Oil Price Index effecting Fuel and Asphalt increases from sub-contractors and sharing the increase with the School District by percentage for the current Phase II – Water Service Replacement & Street Improvement project.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: Rick

Date: 4/11/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 10

CITY OF NEEDLES
CHANGE ORDER

PROJECT: PHASE II - WATER SERVICE REPL. & STREET IMP

ORDER NO: 4

OWNER: CITY OF NEEDLES

CONTRACTOR: CHRISTENSEN BROS.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

Change Order increase due to Oil Price Index increases for Paving, Fuel & Trucking services passed through contractor since project was bid

JUSTIFICATION:

Bid Opening occurred 02/02/2022 with award of this project on 02/22/2022. The unforeseen war with Russia & Ukraine began 02/24/2022. Once the contractor mobilized in mid -March fuel prices had seen an increase of over \$4 per gallon more. Notice was give today 04/01/2022 that prices will be increases into April and May of 2022. School District paved (21%) 43,977 SF with the City paving (70%) 165,448 SF.

⁽¹⁾ ORIGINAL CONTRACT PRICE (Starting Bid Amount):	\$ 1,272,258.00
⁽²⁾ PREVIOUS Change Order(s) AMOUNT	(\$ 423,125.00)
⁽³⁾ ORIGINAL CONTRACT PRICE plus Previous Change Order(s) <i>(add line 1 & 2)</i>	\$ 849,133.00 <i>(Auto Calculating)</i>
⁽⁴⁾ CONTRACT PRICE DUE TO THIS CHANGE ORDER <i>(This CO being presented)</i>	\$ 15,500.00
⁽⁵⁾ NEW CONTRACT PRICE <i>(including this Change Order) (add line 3 & 4)</i>	\$ 864,633.00 <i>(Auto Calculating)</i>

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
0	0	0

APPROVALS REQUIRED

Requested by: _____
Signature (Tammy Ellmore)

Date: 04/01/2022

Contractor Acceptance: _____
Signature (Christensen Brothers General Engineering)

Date: _____

Approved by: _____
Signature (City Manager)

Date: _____
CC meeting

CHANGE ORDER



Request for Board Action City of Needles, California

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

Meeting Date: April 12, 2022

Title: Accept **Change Order #1** stand by time, **Deductive Change Order #2** and **NOTICE OF COMPLETION** with **Layne Christensen LLC** for the Well #16 Drilling and Equipment Project.

Background: City contracted with Layne Christensen Company (Layne) for the Well No. 16 construction; and construction began on February 14, 2022.

Layne completed the installation of the well conductor casing on 02/16/2022 and began drilling the pilot hole on 02/18/2022. Pilot hole drilling was terminated at a total depth of 400' on 02/19/2022. Thereafter, the hydrogeologist established two zones within the borehole to complete aquifer zone testing. Said testing was completed by Layne on 02/23/2022 and a total of four samples were collected and sent to two different labs for water quality analysis. Both zones showed good conductivity during aquifer zone testing, with each zone supporting more than the targeted production capacity of 2,500 gallons per minute (gpm).

The lower zone (Zone 1) was centered around 301' below ground surface and the upper zone (Zone 2) was centered around 133' below ground surface. The lab results show that in both zones the iron is above the State's Secondary Maximum Contaminate Level (SMCL) and manganese is either near or above the SMCL in Zone 2 and below the SMCL in Zone 1. The iron content was further analyzed and found to be primarily ferric iron. Additionally, the total dissolved solids (TDS) were generally between 800-900 mg/L in both zones, with a SMCL at 500 mg/l. Following, the City has conducted several meetings with staff, hydrogeologist, and engineering consultants better understand the water quality findings and identify the best path forward. It was decided that going towards completing a centralized treatment facility at well no. 11 was better. Well no. 16 was capped.

Fiscal Impact: The original contract of \$1,509,900 was opened, Well drilling process began while water samples were being tested an unavoidable delay without a crew (standby time) was charged and paid in the about of \$15,840. The decision to cap the well and complete a centralized treatment facility subtracted 26 items from their scope and created A deductive change order for (\$967,360). Am Sylvia Miledi

Recommendation: Accept Change Order #1, Deductive Change Order #2 and issue a Notice of Completion with Layne Christensen LLC for work completed to this stage and file Notice of Completion with San Bernardino County Recorder's Office.

Submitted By: Rainie Torrance, Assistant Utility Manager,
Tammy Ellmore, Engineering Tech II

City Management Review: RM for RD

Date: 4/6/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 11

CITY OF NEEDLES
CHANGE ORDER

PROJECT: DRILLING AND EQUIPPING WATER WELL #16

ORDER NO: 1

OWNER: CITY OF NEEDLES

CONTRACTOR: LAYNE CHRISTENSEN

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

CHANGE ORDER #1 - UNAVOIDABLE DELAYS WITHOUT CREW

JUSTIFICATION:

Unavoidable Delays without Crew item #27 per contract. Standby commenced at 17:00 hrs Monday 2/28/2022, five days after collection of final zone sample, at which point Layne would have expected to receive the final well design. So that Layne could resume operations necessary to complete the project scope. Termination Letter from Matrix New World was given. Standby hours 144 @ 110.00 = \$15,840.

⁽¹⁾ ORIGINAL CONTRACT PRICE (Starting Bid Amount):	\$ 1,271,654.00
⁽²⁾ PREVIOUS Change Order(s) AMOUNT	\$ 0.00
⁽³⁾ ORIGINAL CONTRACT PRICE plus Previous Change Order(s) <i>(add line 1 & 2)</i>	\$ 1,271,654.00 <i>(Auto Calculating)</i>
⁽⁴⁾ CONTRACT PRICE DUE TO THIS CHANGE ORDER <i>(This CO being presented)</i>	\$ 15,840.00
⁽⁵⁾ NEW CONTRACT PRICE <i>(including this Change Order) (add line 3 & 4)</i>	\$ 1,287,494.00 <i>(Auto Calculating)</i>

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
0	0	0

APPROVALS REQUIRED

Requested by:


Signature (Tammy Ellmore)

Date: 04/05/2022

Contractor Acceptance:

Signature (Christensen Brothers General Engineering)

Date: _____

Approved by:

Signature (City Manager)

Date: _____
CC meeting

CHANGE ORDER



A GRANITE COMPANY

CITY OF NEEDLES WA2106: DRILLING, CONSTRUCTION AND
COMPLETION OF WELL #16

COR-001

March 16, 2022

ATTN: Rainie Torrance
City of Needles

Re: Well #16

Subject: COR-001 UNAVOIDABLE DELAYS WITHOUT CREW

Rainie Torrance,

Attached is a change order request for the standby hours for Unavoidable Delays without Crew per rate provided in Layne's revised bid dated 11/30/2021 item # 27 as notified through email correspondence on 3/3/2022.

Standby commenced at 17:00-hrs Monday, 2/28/2022, five days (120-hrs) after collection of final zone sample, at which point Layne would have expected to receive the final well design per section 7.4.1 of the Technical Specifications so that Layne could resume operations necessary to completion of the project scope. Standby terminated on Monday 3/14/2022 at 11:00-hrs upon receipt of the Contract Termination Letter from Matrix New World. The total amount of standby hours is 330-hrs.

Per email correspondence (subject: WA2106: Needles Well 16 Standby for Final Well Design Notification), the City has verified that Layne is entitled to standby at the rate of \$110 per hour, 12-hrs per day, starting March 3rd (the date of notification) through March 14th (the date of termination). The compensable number of standby hours is therefore 12 days at 12-hrs per day which equals a total of 144-hrs multiplied by \$110 per hour equals \$15,840.

Please sign and return the attached change order request. If required by City protocol, please execute a City-initiated Project Change Order, otherwise, signing this change order request is all that Layne needs to document this transaction.

Respectfully,

Perry McMahon

Perry McMahon, PMP
Project Manager, Water Resources

Cell: 775-451-4119

Email: Perry.McMahon@gcinc.com

1717 W Park Avenue, Redlands, CA 92373

(909) 390-2833

CHANGE ORDER REQUEST



COR-001: WA2106: Needles Well 16 Standby for Final Well Design

Owner: City of Needles
Project: WA2106: DRILLING, CONSTRUCTION AND
COMPLETION OF WELL #16
ATTN: Rainie Torrance
Phone: (760) 326-5700 X140
Email: rtorrance@cityofneedles.com

Date: 16-Mar
PCO# 01
Requested By: Perry McMahon
Phone: (775) 451 4119
Email: Perry.McMahon@gcinc.com

Description		QTY	U/M	Cost/Ea.	Sub Total
I.	UNAVOIDABLE DELAYS WITHOUT CREW	144	HR	\$ 110.00	\$15,840.00
II.	TOTAL				\$15,840.00

Acceptance

Layne Christensen Company

DATE

Perry McMahon

3/16/2022
DATE

Thank you for the opportunity to be your water resource solution.

CITY OF NEEDLES
CHANGE ORDER

PROJECT: DRILLING AND EQUIPPING WATER WELL #16

ORDER NO: 2

OWNER: CITY OF NEEDLES

CONTRACTOR: LAYNE CHRISTENSEN

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

DEDUCTIVE CHANGE ORDER #2 - Removing several taks beyond the pilot hole. Closing Project

JUSTIFICATION:

A well conductor casing was installed on 02/16/2022 and began drilling the pilot hole on 02/18/2022. Water quality was determined to be over the limits in Iron & Manganese. The City has met with consultants to better understand the water quality findings and identify the best path forward. It was decided that going towards completing a centralized treatment facility. Well no. 16 was capped.

⁽¹⁾ ORIGINAL CONTRACT PRICE (Starting Bid Amount):	\$ 1,271,654.00
⁽²⁾ PREVIOUS Change Order(s) AMOUNT	\$ 15,840.00
⁽³⁾ ORIGINAL CONTRACT PRICE plus Previous Change Order(s) <i>(add line 1 & 2)</i>	\$ 1,287,494.00 <i>(Auto Calculating)</i>
⁽⁴⁾ CONTRACT PRICE DUE TO THIS CHANGE ORDER <i>(This CO being presented)</i>	(\$ 983,200.00)
⁽⁵⁾ NEW CONTRACT PRICE <i>(including this Change Order) (add line 3 & 4)</i>	\$ 304,294.00 <i>(Auto Calculating)</i>

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
0	0	0

APPROVALS REQUIRED

Requested by: 
Signature (Tammy Ellmore)

Date: 04/05/2022

Contractor Acceptance: _____
Signature (Christensen Brothers General Engineering)

Date: _____

Approved by: _____
Signature (City Manager)

Date: _____
CC meeting

CHANGE ORDER

CHANGE ORDER REQUEST



COR-002: WA2106: Needles Well 16 FINAL QUANTITY ADJUSTMENTS FOR CONTRACT TERMINATION

Owner: City of Needles
Project: WA2106: DRILLING, CONSTRUCTION AND
COMPLETION OF WELL #16
ATTN: Rainie Torrance
Phone: (760) 326-5700 X140
Email: rtorrance@cityofneedles.com

Date: 3/16/2022
PCO# 02
Requested By: Perry McMahon
Phone: (775) 451 4119
Email: Perry.McMahon@gcinc.com

	Description	QTY	U/M	Cost/Ea.	Sub Total
1	BID ITEM 39 16-IN CML&E WATERLINE	-1	LS	\$ 92,100.00	-\$92,100.00
2	BID ITEM 40 12-IN CML&E WATERLINE 18.	-1	LS	\$ 50,046.00	-\$50,046.00
3	BID ITEM A 95% MOB/BOND	-0.50	LS	\$ 343,900.00	-\$171,950.00
4	BID ITEM B MISC COSTS (TC/SURVEY/EC/	-1	LS	\$ 34,010.00	-\$34,010.00
5	BID ITEM C ENCROACHMENT PERMIT	-1	LS	\$ 645.00	-\$645.00
6	BID ITEM D BUILDING/ELECTRICAL PERMIT	-1	LS	\$ 3,000.00	-\$3,000.00
7	BID ITEM 2 16-IN MIN PILOT HOLE	-50	FT	\$ 365.00	-\$18,250.00
8	BID ITEM 3 28-IN BOREHOLE REAMING	-350	FT	\$ 431.00	-\$150,850.00
9	BID ITEM 5 DRILLING FLUIDS DURING LC	-1	LS	\$ 3,150.00	-\$3,150.00
10	BID ITEM 6 GEOPHYSICAL LOGGING	-0.25	LS	\$ 34,000.00	-\$8,500.00
11	BID ITEM 9 18-IN ID SST BLANK CASING	-115	FT	\$ 565.00	-\$64,975.00
12	BID ITEM 10 18-IN ID SST BLANK CASING	-10	FT	\$ 642.00	-\$6,420.00
13	BID ITEM 11 18 5/8-IN OD SST LOUVERED	-190	FT	\$ 617.00	-\$117,230.00
14	BID ITEM 12 2-IN ID SST ST	-150	FT	\$ 46.00	-\$6,900.00
15	BID ITEM 13 WELL CASING & SCREEN INSTALLATION	-315	FT	\$ 20.00	-\$6,300.00
16	BID ITEM 14 SOUNDING TUBE INSTALLATION	-150	FT	\$ 14.00	-\$2,100.00
17	BID ITEM 15 TRANSITION SAND	-15	FT	\$ 65.00	-\$975.00
18	BID ITEM 16 SILICA FILTER PACK	-38.90	TN	\$ 1,140.00	-\$44,346.00
19	BID ITEM 17 FILTER PACK DISINFECTION	-1	LS	\$ 2,570.00	-\$2,570.00
20	BID ITEM 18 CEMENT GROUT	-8.60	CY	\$ 2,480.00	-\$21,328.00
21	BID ITEM 19 SWAB AND AIRLIFT DEVELOPMENT	-47.50	HR	\$ 1,350.00	-\$64,125.00
22	BID ITEM 20 F/I/R TEST PUMP	-1	LS	\$ 38,000.00	-\$38,000.00
23	BID ITEM 21 PUMP TESTING	-92	HR	\$ 550.00	-\$50,600.00
24	BID ITEM 22 WELL CHLORINATION	-1	LS	\$ 14,550.00	-\$14,550.00
25	BID ITEM 23 PLUMBNESS AND ALIGNMENT	-1	LS	\$ 6,000.00	-\$6,000.00
26	BID ITEM 24 VIDEO SURVEY	-1	LS	\$ 4,280.00	-\$4,280.00
27	TOTAL				-\$983,200.00

Acceptance

Layne Christensen Company

Perry McMahon

3/16/2022

DATE

DATE

Thank you for the opportunity to be your water resource solution.

RECORDING REQUESTED BY:

City of Needles
817 Third Street
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

City of Needles
817 Third Street
Needles, CA 92363

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or AGENT OF THE OWNER of the interest or estate stated below in the property hereinafter described.

The full NAME of the OWNER is CITY OF NEEDLES

The ADDRESS of the OWNER is 817 THIRD STREET, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 3240 NEEDLES HWY

The full name(s) and address(es) of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:

Contractor's Name

Contractor's Address:

LAYNE CHRISTENSEN

1717 W PARK AVE, REDLANDS, CA 92373

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 04/12/2022 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 03/14/2022

Improvements described as Well conductor casing was installed to begin drilling the pilot hole for Well #16 but was terminated after water quality findings to high in Iron & Manganese.

I, RICK DANIELS am the
(Name of below signor)

CITY MANAGER
(Owner, President, Authorized Agent, Partner, etc.)

the declarant of the foregoing Notice of Completion. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Signature of Owner or Agent of Owner



Request for Board Action

City of Needles, California

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

Meeting Date: April 12, 2022

Title: Accept the cost increase for work being designed by the Arizona Department of Transportation under the Intergovernmental Agreement in the total amount of \$405,000 to continue and prepare for bidding the project.

Background: The project construction budget was programmed based on accelerated construction including night and weekend work, and March 2021 time of expenditure. In December 2021 ONE bid was received for the bridge construction with (ADOT) which was 60% higher than the engineers estimate and over funded with unacceptable high unit costs. On 01/13/2022, Arizona State Transportation Board rejected the bid.

ADOT is re-advertising the project and incorporating modifications to the bid package to help ensure lower bids next round. The project will be re-advertised with longer construction duration to alleviate dependence on night and weekend work and associated labor overtime costs. The updated construction estimate reflects an increase in maintenance of traffic duration, design and engineering increased as well as the effects of the rise of fuel on unit costs for this remote project location. The project will re-advertise in June 2022.

This project currently has a grant through Caltrans and be reimbursed under the bridge program.

Fiscal Impact: Below is a summary of costs:

AS for SM Sylvia Miledi

	TOTAL	ADOT	Needles	
Original	\$1,000,000	\$500,000	\$500,000	Early Estimate
4/27/2021	\$1,600,000	\$800,000	\$800,000	Revised Estimate, PAID
<i>Cost is split in half by each owner</i>				
New Estimate	\$2,410,000	\$1,205,000	\$405,000	Delta (To be Invoiced for a total of \$1,205,000)

Recommendation: Accept the cost increase for work being designed by the Arizona Department of Transportation under the Intergovernmental Agreement to be updated for an increase of \$405,000 to continue with the project. Taking funds from General Fund Reserves.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: *fm for RD*

Date: *4/6/2022*

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

AGENDA ITEM: *12*



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: April 12, 2022

Title: California Assembly Bill 361; Brown Act--Abbreviated Teleconferencing Procedures

Background: On March 8, 2022, the City Council adopted Resolution No. 2022-28 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of March 15, - April 15, 2022, pursuant to provisions of the Ralph M. Brown Act.

The primary purpose of California Assembly Bill 361 (Rivas) is to allow for California public agencies to continue holding public meetings remotely, using abbreviated teleconferencing procedures, during the COVID-19 state of emergency.

Pursuant to AB 361, if the state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, **in order to continue to teleconference using the abbreviated teleconferencing procedures, the local legislative bodies shall, not later than 30 days after teleconferencing for the first time under AB 361, and every 30 days thereafter, make the following findings by majority vote:**

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

Fiscal Impact: N/A

Recommended Action: Resolution No. 2022-31 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of April 16, 2022 – May 16, 2022, pursuant to provisions of the Ralph M. Brown Act

Submitted By: City Clerk

City Management Review: PM for RD

Date: 4/6/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 13

RESOLUTION 2022-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF NEEDLES FOR THE PERIOD APRIL 16, 2022 – MAY 16, 2022, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

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

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

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

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

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

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

WHEREAS, the City Council previously adopted Resolution 2022-28 on March 8, 2022, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

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

WHEREAS, emergency conditions persist in the City, specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a

result of the threat of COVID-19; despite sustained efforts the virus continues to spread and is impacting nearly all sectors of California; and

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

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Affirmation that Local Emergency Persists.

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

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

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

Section 4. Remote Teleconference Meetings.

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

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) May 16, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

Section 6. Certification.

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

PASSED, ADOPTED, AND APPROVED, this 12th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeff Williams, Mayor

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: April 12, 2022

Title: City Council Resolution No. 2022-32
A Resolution of the City Council of the City of Needles, California
Designating the Real Property attached hereto as Exhibit "A" as
Surplus Land as it is not exempt surplus land

Background: The State of California passed a bill, AB 1486, into law that mandates all surplus land up for sale/lease by governmental agencies must be offered for low/middle-income housing and other purposes prior to be offered for sale to other parties.

Resolution No. 2022-32 requests that the city-owned properties identified on the attached Exhibit "A" be designated as surplus land. The parcel is identified as APN 216-14-007 and is located on the Southeast Corner of East South Lake Drive and South Riverfront Parkway in Arizona. The parcel is vacant.

Prior to disposing of surplus land or participating in negotiations to dispose of surplus property the city is required to send a written notice of availability by email or certified mail to remain open for sixty (60) days for surplus land suitable for:

- low or moderate income housing
- open space
- school facilities construction or use by a school district for open-space purposes to any school district in whose jurisdiction the land is located
- developing property located within an infill opportunity zone
- within an area covered by a transit village

In the event that a designated entity or agency notifies in writing the City of its interest in purchasing or leasing the land within 60 days after the City's notice of availability of the land is sent via certified mail or provided via electronic mail, the staff shall enter into good faith negotiations to determine a mutually satisfactory sales price and terms or lease terms as provided in Government Code Section 54223, provided that nothing shall restrict the City's authority or discretion to approve land use, zoning, or entitlement decisions in connection with the surplus land and provided further that the City

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shall not be required to sell or lease surplus land at less than fair market value.

Fiscal Impact: Revenue for the City's General Fund from the Sale of City-owned property

Environmental Impact: California Environmental Quality Act (CEQA) Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment."

Recommended Action: Approve Resolution No. 2022-32 Designating the Real Property attached hereto as Exhibit "A" as Surplus Land as it is not exempt surplus land

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

City Management Review: PM for RD

Date: 4/6/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 14

RESOLUTION NO. 2022-32
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
DECLARING CERTAIN LAND AS SURPLUS UNDER GOVERNMENT
CODE SECTION 54220 ET. SEQ. FOR PROPERTY LOCATED ON THE
SOUTHEAST CORNER OF EAST SOUTH LAKE DRIVE AND SOUTH
RIVERFRONT PARKWAY
APN #216-14-007

WHEREAS, Government Code Section 54221 provides that land shall be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures,"

WHEREAS, "Surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use.

WHEREAS, exempt surplus land is as defined in Section 54221(f), and is not subject to the requirements provided for in this Resolution and Government Code Section 54220, et seq..

WHEREAS, the City is required to send a written notice of availability to remain open for sixty (60) days for surplus land suitable for low or moderate income housing by email or certified mail to:

Local public entities as defined in Health & Safety Code Section 50079 having jurisdiction over the area of the surplus land.

Housing sponsors listed at "<https://www.hcd.ca.gov/community-development/public-lands-for-affordable-housing-development.shtml>".

The Department of Housing and Community Development
(PublicLands@hcd.ca.gov).

WHEREAS, the City is required to send a written notice of availability to remain open for sixty (60) days for surplus land suitable for open space purposes by email or certified mail to:

(1) To any park or recreation department of any city within which the land may be situated.

(2) To any park or recreation department of the county within which the land is situated.

(3) To any regional park authority having jurisdiction within the area in which the land is situated.

(4) To the State Resources Agency or any agency that may succeed to its powers

WHEREAS, the City is required to send a written notice of availability to remain open for sixty (60) days for surplus land suitable for school facilities construction or use by a school district for open-space purposes to any school district in whose jurisdiction the land is located.

WHEREAS, the City is required to provide a written notice of availability of surplus land for the purpose of developing property located within an infill opportunity zone designated pursuant to Government Code Section 65088.4 or within an area covered by a transit village plan adopted pursuant to the Transit Village Development Planning Act of 1994 (Article 8.5 (commencing with Section 65460) of Chapter 3 of Division 1 of Title 7) to any county, city, city and county, successor agency to a former redevelopment agency, public transportation agency, or housing authority within whose jurisdiction the surplus land is located.

WHEREAS, the entity or agency desiring to purchase or lease the surplus land for any of the purposes authorized above shall notify in writing the City of its interest in purchasing or leasing the land within 60 days after the City's notice of availability of the land is sent via certified mail or provided via electronic mail.

WHEREAS, prior to disposing of surplus land or participating in negotiations to dispose of that property with a prospective transferee the foregoing notices identified in these Recitals shall have been provided.

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

Section 1. The Recitals set forth above are true and correct

Section 2. The City Council does hereby designate the real property attached hereto as Exhibit "A" (APN 216-14-007) as surplus land as it is not exempt surplus land and is not required for the agency's use under Government Code Section 54220 et. seq.

Section 3. Staff is authorized and directed to send the notice of availability referred to in the Recitals to this Resolution, prior to commencing any negotiations for sale of the surplus land.

Section 4. In the event that a designated entity or agency notifies in writing the City of its interest in purchasing or leasing the land within 60 days after the City's notice of availability of the land is sent via certified mail or provided via electronic mail, the staff shall engage in shall enter into good faith negotiations to determine a mutually

satisfactory sales price and terms or lease terms as provided in Government Code Section 54223, provided that nothing shall restrict the City's authority or discretion to approve land use, zoning, or entitlement decisions in connection with the surplus land and provided further that the City shall not be required to sell or lease surplus land at less than fair market value.

Section 5. This resolution shall become effective on its adoption.

Section 6. All portions of this resolution are severable. Should any individual provision or portion of a provision of this resolution be adjudged to be invalid and unenforceable, the remaining provisions and portions of provisions shall be and continue to be fully effective, except as to the provision(s) and/or portion(s) of provisions that have been judged to be invalid.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of April, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

Jeff Williams, Mayor

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

Exhibit "A"
Surplus Land

City-Owned Properties

<u>APN</u>	<u>Acreage</u>	<u>Location</u>
216-14-007	3.18	Southeast Corner of E. South Lake Drive and S. Riverfront Pkwy

APN

216-14-007

Acresage

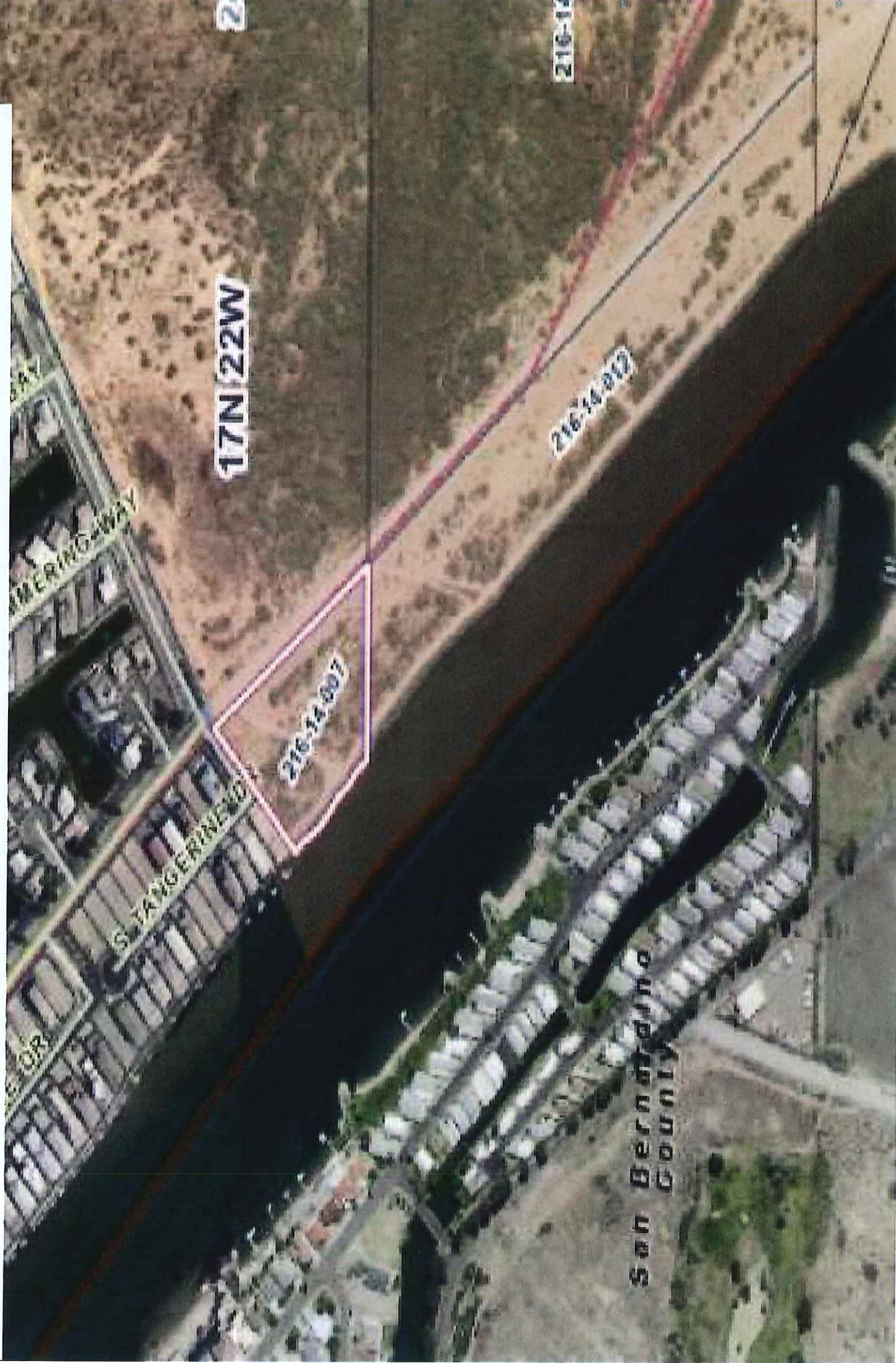
3.18

Feet 2

138,520.8

Location

Southeast Corner of E. South Lake Drive and S. Riverfront Pkwy





City of Needles, California

Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: April 12, 2022

Title: City Council Resolution No. 2022-33
A Resolution of the City Council of the City of Needles Awarding the Mobile Spayed and Neutered Services to Dr. Angelina Beeks, in the Amount of \$3,000 per clinic plus travel compensation to be conducted bi-annually and authorize staff to issue a Notice of Award and Notice to Proceed with executing an agreement.

Background: In January the City Council approved Ordinance No. 645-AC which required the spaying and neutering of cats over four (4) months of age. The City Council requested City Staff look into assistance for the spaying and neutering of cats. The City contacted three (3) veterinarians for mobile spay and neuter veterinary services to satisfy the City's informal bid process per the purchasing policy. Two responses were received with only one veterinarian submitting a proposal (attached).

Fiscal Impact: \$3,000 per clinic plus travel compensation to be conducted bi-annually totaling approximately \$3,600 per year to be paid out of the General Fund Reserves for this fiscal year. Then every year thereafter will be budgeted in operations budget.

Sylvia Miledi AM

Recommendation: Approve Resolution No. 2022-33, Awarding the Proposal for Mobile Spayed and Neutered Services to Dr. Angelina Beeks, in the Amount not to exceed \$3,600 per year for mobile clinic services to be conducted bi-annually and authorize staff to issue a Notice of Award and Notice to Proceed with executing an agreement.

Submitted By: Tony Rubalcaba, Senior Animal Control Officer

City Management Review: Rick

Date: 4/5/22

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

Agenda Item: 15

RESOLUTION NO. 2022-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
AWARDING THE MOBILE SPAYED AND NEUTERED SERVICES TO DR.
ANGELINA BEEKS, IN THE AMOUNT OF \$3,000 PER CLINIC PLUS TRAVEL
COMPENSATION TO BE CONDUCTED BI-ANNUALLY WITH EXECUTING AN
AGREEMENT.**

WHEREAS, On January 11, 2022, the city contacted three (3) veterinarians for Mobile Spay and Neuter Veterinary Services to satisfy the City's informal bid process per the purchasing policy. Two responses were received with only one veterinarian submitting a proposal; and

WHEREAS, a proposal from Dr. Angelina Beeks was submitted on January 18, 2022, namely:

Dr. Angelina Beeks	\$3,000	per	clinic	plus	travel
			compensation		

WHEREAS, It was determined by the Council that the bid of Dr. Angelina Beeks Apple Valley, CA is the best and lowest responsible bid for a Mobile Spay and Neuter Veterinary Services.

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

Section 1. That the bid of Dr. Angelina Beeks of Apple Valley, CA, is hereby accepted for Mobile Spay and Neuter Veterinary Services as described in the proposal, and that the contract is now awarded to said company in an amount not to exceed \$3,000 per clinic plus travel compensation to be conducted bi-annually.

Section 2. That the City Council hereby approves the Professional Services Agreement attached hereto as "Exhibit A" with Veterinarian Dr. Angelina Beeks for Mobile Clinic Services.

Section 3. Effective date: This resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of April, 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

EXHIBIT "A"

ATTACH PROFESSIONAL SERVICES AGREEMENT DATED APRIL 12, 2022

**CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into April 12, 2022 by and between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the "City") and Dr. Angelina Beeks, a Licensed California Veterinarian (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

On January 11, 2022, the city contacted three (3) veterinarians for Mobile Spay and Neuter Veterinary Services to satisfy the City's informal bid process per the purchasing policy. Two responses were received with only one veterinarian submitting a proposal. Consultant submitted a Proposal ("Proposal") on January 18, 2022, a copy of which is attached hereto as Exhibit "A", with a rate of \$3,000 per clinic for Mobile Veterinary Services plus other amounts contained in the Proposal to be conducted bi-annually on dates designated by City at Consultant's mobile Spayed and Neutered clinic within the City at a location designated by City. Consultant desires to perform and assume responsibility for the provision of the forgoing consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Veterinary Services to cities as represented in the Proposal.

2.2 Project.

To serve as the professional firm to assist the City with the Services identified in the Proposal attached hereto and subject to Section 2.1 (individually and collectively ("Project(s)"). If the Proposal contains terms that conflict with or that are in addition to the terms of this Agreement to the extent the same purport to bind the City, the same shall be of no force or effect.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform services and serve as Mobile Veterinary ("Services"). All Services shall be subject to, and performed by Consultant in accordance with this Agreement, any exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

- 3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect for a period of one year from the Effective Date. If this Agreement is still in effect at the expiration of the then applicable one year terms it shall renew for up to two additional years for a total not to exceed three years.

3.2 Responsibilities of Consultant.

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

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

3.2.4 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of a Project or Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Project or the Services. If the Consultant performs any work contrary to such laws, rules and regulations Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.5 Qualification and License. Consultant and all employees and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed in California as required to practice in their respective professions.

3.2.6 Insurance.

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

3.2.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and

maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (2) Consultant shall comply with California requirements for worker's compensation and employer's liability insurance and shall not be insured under City's policy; and (3) Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001) including insurance services form (CG0009 11/88). (4) provided Consultant does not have any employees, obtaining California workers compensation coverage for himself is optional and he has advised the City of his decision not to obtain workers compensation insurance for himself. Consultant will not be covered under the City's workers compensation coverage as he is not a City employee and Consultant has agreed to this. Consultant shall obtain workers compensation insurance if, at any time, he hires an employee.
- (B) Minimum Limits of Insurance. (1) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (2) General liability: (including operations, product and completed operations, as applicable) \$1,000,000 per occurrences for bodily injury, personal injury and property damage
- (C) Professional Malpractice. Consultant shall maintain professional negligence malpractice (errors & omissions) insurance in the amount of \$2 million per occurrence.

3.2.6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

- (A) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the

Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.6.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII,

licensed to do business in California, and satisfactory to the City.

3.2.6.7 Verification of Coverage. Consultant shall furnish the City Manager with current original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.6.8 Indemnification. Consultant agrees to defend and indemnify City, its officials, officers, employees, consultants, contractors, directors, agents, and volunteers from any claim that arises out of, is caused by or allegedly caused by the negligence, gross negligence or acts of Consultant or his employees, contractors, subcontractors or agents but excluding claims that are caused by the sole negligence or misconduct of the indemnified parties.

3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Responsibilities of City.

3.3.1 The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including plans, drawings, specifications, objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate

Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner.

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

3.4 Fees and Payments.

- 3.4.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the rates contained in the Proposal attached hereto as Exhibit "A" subject to the limitation in Section 2.1.
- 3.4.2 Payment of Compensation. Consultant shall submit to the City a itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall be submitted on or before the fifteenth (15th) of each month for Services and reimbursable expenses during the prior month. The statement shall describe the amount of Services and reimbursable expenses provided since the initial commencement date subtracted from the maximum authorized billings as well as the amount of Services and reimbursable expenses since the end of the previous billing period. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. Consultant shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing signed by the City Manager. City shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's: a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule; b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct; c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

3.4.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City or as provided otherwise in this Agreement.

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

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been

actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data, programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.6.1.3 Services. The City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those provided by Consultant at any time.

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

To Consultant: Dr. Angelina Beeks
10176 Bella Vista St.
Apple Valley, CA 92308

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

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

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 City Ownership. All documents and data ("Documents & Data"), including data on electric, digital or magnetic media, prepared by Consultant under this Agreement shall be the property of the City, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Consultant, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this

Agreement, Consultant shall first obtain the written approval of the City Manager.

- 3.6.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.
- 3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.6.5 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.6.6 Governing Law. This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Venue in any litigation between the parties hereto shall be in San Bernardino County.
- 3.6.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.6.8 City's Right to Employ Other Consultants. The City reserves the right to employ other consultants at any time for any purpose.
- 3.6.9 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or

interest by reason of such attempted assignment, hypothecation or transfer.

- 3.6.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.6.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.6.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.6.13 No Third Party Beneficiaries. The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.6.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.6.15 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the City, during the term of his or her service with the City, shall have any direct interest

in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 3.6.16 Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- 3.6.17 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.6.18 Warranties. Consultant shall provide Services competently and in accordance with generally accepted professional practices and standards.
- 3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

- 3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City Manager. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

City of Needles

**Dr. Angelina Beeks, Licensed
California Veterinarian**

By:

Its:

Date:

By:

Its:

Date:

EXHIBIT "A"

Mobile Veterinary Clinic Proposal

Mobile Veterinary Services to be conducted bi-annually spay and neuter clinic within the City at the animal shelter location designated by City, and on dates designated by City. The compensation for the veterinarian to conduct mobile vaccination services include:

a. Compensation:

1. Retain revenue from all spay and neuter of animals administered at the clinics. Customary rates to apply.
2. If the revenue paid to Veterinarian for clinic services is less than \$3,000 City shall pay Veterinarian the difference..
3. Veterinarian shall provide a maximum of twenty five (25) spay and/or neuters provided that service shall include no more than four large dogs (over 75 pounds) and provided further that the maximum number of spays will be fifteen (15).
4. Travel Compensation as follows:
 1. Mileage compensated at current year IRS mileage reimbursement rate.

2. Two (2) rooms lodging at current year San Bernardino County per diem rate specified by the federal government.

Angel's Touch Mobile Veterinary Services
10176 Bella Vista Street
Apple Valley, Ca. 92308
760-447-5300

March 3, 2022

My name is Dr. Angelina Beeks and I own and run Angel's Touch Mobile Veterinary Services here in the high desert. We are mainly a low cost spay and neuter clinic. I have been asked by your animal shelter to give a cost for us to bring our mobile hospital to Needles to spay and neuter dogs and cats. Our cost to bring the hospital to you is a minimum of \$3,000.00 and that would include spaying and neutering 25 dogs and cats. The break down is as follows:

4 large dog spays or neuters 30-75 lbs

8 small dog spays/or neuter less than 30 lbs

6 cats spays

7 cat neuters

We maybe able to do more at an addition fee \$125 for sm dogs and female cats or \$60 for male cats. Large dogs would be \$150-\$175 each

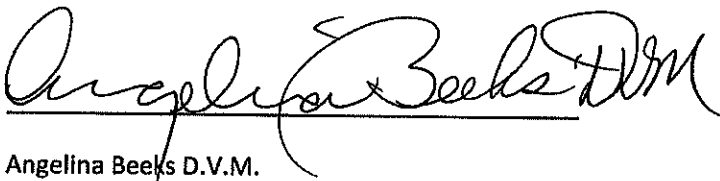
Also there is a \$600 trip fee for hotel and gas.

Dr. Joseph will be doing his vaccine clinic as well and maybe willing to help do more spays and neuters. The maximum for me to do alone is a total of 40 but only 6 large dogs over 70#. The date is blocked off for Saturday, April 30th, 2022.

If you have any questions please feel free to call me at 562-900-3833 that is my personal cell number.

Thank you for your time

Sincerely,



Angelina Beeks D.V.M.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: April 12, 2022

Title: Resolution No. 2022-34
A Resolution of the City Council of the City of Needles, California
Accepting the Purchase Offer from Joy and Charles Bennett for
Surplus City-Owned Property Located on the Southeast Corner of
Clary Drive and La Cima Road APN 0185-351-24-0000

Background: On June 8, 2021 the City Council of the City of Needles
declared APN# 0185-351-24-0000 as surplus land.

On December 14, 2021 the City Council authorized the City
Manager to begin negotiations with Joy and Charles Bennett for the
purchase of a vacant parcel located on the corner of Clary Drive
known as APN# 0185-351-24-0000

The City-owned parcel located on Southeast Corner of Clary Drive
and La Cima Road has a water line easement for the city's water
main that goes through the front of the parcel. Beginning in 2018,
the City had started to sell off the five (5) vacant parcels to the
property owners that abut the land. There are two remaining parcels
and Mr. Bravo would like to purchase the property that is directly
behind his home.

The City has received an offer from Adrian Bravo for the a total
acquisition price of \$1,500 and share the closing costs. The last
parcel that was sold by the City sold for \$1,500 last June.

Fiscal Impact: \$1,500 minus half of the closing cost of \$1,100 additional funds for
the General Fund.

Environmental Impact: N/A

Recommended Action: Approve Resolution No. 2022-34 Accepting the Purchase Offer
from Joy and Charles Bennett for Surplus City-Owned Property Located on the Southeast
Corner of Clary Drive and La Cima Road APN#0185-351-24-0000

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

City Management Review: Pick

Date: 4/5/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 16

RESOLUTION 2022-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES,
CALIFORNIA ACCEPTING THE PURCHASE OFFER FROM ADRIAN
BRAVO FOR SURPLUS CITY-OWNED PROPERTY LOCATED ON
SOUTHEAST CORNER OF CLARY DRIVE AND LA CIMA ROAD
APN# 0185-351-24-0000**

WHEREAS, the City of Needles is the owner of real property located on South East Corner of Clary Drive and La Cima Road (APN# 0185-351-24-0000); and

WHEREAS, on June 8, 2021 the City Council of the City of Needles declared APN# 0185-351-24-0000 as surplus land; and

WHEREAS, On December 14, 2021 the City Council authorized the City Manager to begin negotiations with Joy and Charles Bennett for the purchase of a vacant parcel located on the corner of Clary Drive known as APN# 0185-351-24-0000; and

WHEREAS, The City has received an offer from Adrian Bravo in the amount of \$1,500 for the purchase of the referenced surplus city-owned property; and

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the City of Needles, California, finds and determines that it is in the best interest of the City to sell the surplus city-owned property to Joy and Charles Bennett and hereby authorizes the acceptance of the agreement to purchase the property located on the Southeast Corner of Clary Drive and La Cima Road APN 0185-351-24-0000 for \$1,500.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California held on the 12th day of April, 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:s

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT is entered into this 22 day of March, 2022 by and between the CITY OF NEEDLES, a California charter city ("***Seller***"), and Joy and Charles Bennett ("***Buyer***"), for acquisition by Buyer of certain real property hereinafter described.

SECTION 1 PURCHASE AND SALE

1.1 Property; Agreement to Purchase Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property described in Exhibit "A" in accordance with the terms, covenants and conditions set forth in this Agreement.

1.2 Purchase Price. The purchase price of the Property ("***Purchase Price***") shall be the amount of one Thousand Five Hundred Dollars (\$1,500.00).

1.3 Payment. The Purchase Price will be paid by federal wire transfer to Escrow Agent of immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by "***Escrow Agent***", identified in **Section 9.7.4** below, and executed by Buyer and Seller ("***Closing Statement***").

1.4 Amount and Deposit of Earnest Money. Within 48 hours the Effective Date, Buyer deposited with Escrow, an earnest money deposit in the amount of One Hundred and fifty dollars (\$150.00) (hereinafter the "***Buyer's Initial Deposit***"). The Earnest Money shall be deposited in Escrow Agent's non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with Section 4.

SECTION 2 ESCROW

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

2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. The Closing of Escrow shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to Section 5.3, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement and any Buyer's Closing instructions. The date for the Closing ("***Closing Date***") shall be on the tenth day after the expiration of the Due Diligence Period.

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

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

the Escrow Agent's standard form printed escrow instructions, the terms of this Agreement will control.

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

SECTION 3 INFORMATION TO BE PROVIDED TO BUYER

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

3.1.1 Preliminary Title Report. A current preliminary title report (the "**Title Report**") for the Property prepared by Escrow Agent. The Title Report will show the vesting title to the Property as of the date of the Title Report and will be accompanied by legible copies of all documents referred to in the Title Report.

SECTION 4 MATTERS RELATING TO THE ESCROW PERIOD

4.1 Title and Survey Review.

4.1.1 Survey. Buyer may obtain an ALTA survey of the Property (the "**Survey**") at no cost to Seller provided that to do so does not delay the Closing. In the event Buyer obtains an ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same.

4.1.2 Title Review; Cure. Buyer will have ten (10) days from the later of the Effective Date and its receipt of the Title Report (the "**Title Review Period**") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("**Buyer's Objection Notice**"), either:

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

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

(c) Title to the Property will be conveyed to Buyer at the Closing subject only

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

(d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in section 4.1.2(b), as disclosed by the Title Report within the Title Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement "*Approved Title Exceptions*" means:

(i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to Section 6.2.4 below);

(ii) those matters approved or deemed approved by Buyer in accordance with this Section 4.1 which are disclosed in the Title Report (other than the "standard exceptions") and the Survey, if obtained by Buyer; and

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

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

4.2 Buyer's Right to Enter and Inspect the Property. From time to time following the Effective Date, Buyer and/or Buyer's representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections, studies.

4.2.1 Buyer Restoration and Indemnity. Buyer will restore any physical damage to the Property caused by Buyer's Studies, and will indemnify, defend and hold harmless Seller and Seller's public officials, Council Members and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs caused by Buyer's Studies (unless resulting from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Buyer and/or Buyer's representative will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured prior to entering the Property.

4.2.2 Investigation Contingency. Buyer shall have until ten (10) days after the Effective Date to complete the Buyer's inspections and approve or disapprove the Property ("Due Diligence Period"). Buyer's failure to timely approve or disapprove shall be deemed approval. If Buyer disapproves the Property, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer.

SECTION 5

CLOSING DOCUMENTS; TITLE POLICY

5.1 Seller's Closing Documents. On or before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, endorsed and, where appropriate, acknowledged, and will be in form and substance reasonably satisfactory to Buyer, Buyer's legal counsel and Escrow Agent:

5.1.1 Closing Statement. The estimated Closing Statement.

5.1.2 Grant Deed. A Grant Deed conveying the Property to Buyer.

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

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

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

5.2 Buyer's Closing Deliveries. On or before the Closing Date, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

5.2.1 Closing Statement. The estimated Closing Statement.

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

5.2.3 Documentary Transfer Tax Affidavit. A Documentary Transfer Tax Affidavit as required by law.

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

5.2.5 Buyer's Closing Funds. The cash portion of the Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.

5.3 Title Policy. Closing is contingent upon Escrow Agent's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Escrow Agent's Title Requirements (as defined in 4.1.2(e) above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those which Seller is obligated to satisfy under this Agreement.

SECTION 6 CLOSING THE TRANSACTION

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

6.2 Closing Costs and Prorations.

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

6.2.2 Title Insurance Fees. Seller will pay for the Title Report and the premium for a ALTA standard coverage owners Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, the cost of any endorsements, if requested by Buyer and provided the closing is not delayed as a result.

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

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

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

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

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

SECTION 7 ADDITIONAL COVENANTS

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

7.2 Risk of Loss. Except as to any matter caused by the act, omission, negligence or willful misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in Section 4.2 and Section 7.5; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a Third Party will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, the parties agree that if such loss is

greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. In the event the loss or damage to Property is less than ten percent (10%) of the Purchase Price, Seller may repair the damage prior to the Closing. In the event Seller does not make the repairs to Buyer's reasonable satisfaction, Buyer shall be entitled to a reduction in the purchase price or an assignment of insurance proceeds, if any, in an amount equal to the loss or damage.

7.3 Condemnation. If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "**Condemnation Notice**") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this Section 7.3 the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent, (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall pay the entire award to Escrow Agent to be held in Escrow pending (i) the Closing, in which case the award shall be credited against the Purchase Price due at Closing, or (ii) termination of this Agreement for any other reason, in which case the award shall be disbursed to Seller.

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

7.5 General Indemnity. Each party to this Agreement agrees to indemnify, defend and hold harmless each other party and that party's Related Parties for, from and against all Claims caused by the breach by such indemnifying party of any obligation under this Agreement or the inaccuracy of any representation or warranty made by such indemnifying party in this Agreement or in any instrument delivered pursuant to this Agreement or in connection with the transactions contemplated by this Agreement.

7.6 Property Sold "As Is".

7.6.1 Limitation of Seller Representations and Warranties. Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy

or enjoyment of the Property. *Except for Seller's express representations and warranties set forth in this Agreement* (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.

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

SECTION 8 REMEDIES

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

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

BUYER'S INITIALS: CB 913

SELLER'S INITIALS: _____

8.2 Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed or otherwise breaches this Agreement and such failure or breach continues for a period of

five (5) days after Seller receives written notice thereof, then, as an alternative to all other remedies that are available to Buyer at law or in equity, including the right to have specific performance of this Agreement, Buyer may terminate this Agreement and the Escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, and the Earnest Money shall be returned to Buyer and the parties shall have no further liability to one another.

SECTION 9 GENERAL PROVISIONS

9.1 Assignment. Buyer shall not have the right assign this Agreement, or any interest therein, or a controlling interest in Buyer.

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

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

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

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

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

9.7 Notices.

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

9.7.2 Notice to Seller shall be sent to:

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

9.7.3 Notice to Buyer shall be sent to:

Joy and Charles Bennett
2208 Casa Loma Street
Needles, CA 92363
760-803-6293

9.7.4 Notice to Escrow Agent shall be sent to:

Chicago Title Agency, Inc.
3640 Highway 95
Bullhead City AZ 86442
Fax: 928 763 4434
Jill.Jackson@ctt.com

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

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

9.9 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to "days" shall mean calendar days unless the Agreement expressly states "business" days.

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

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

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

Agreement will be binding unless in writing and executed by Buyer and Seller.

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

Buyer:

Seller:

CITY OF NEEDLES

By: _____

Joy Bennett

Date: _____

3/13/22

By: _____

Charles Bennett

Date: _____

3-13-22

By: _____

Date: _____

ATTEST:

Dale Jones
City Clerk

APPROVED AS TO FORM:

SBEMP LLP

John O. Pinkney
City Attorney

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

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

APN: 0185-351-24-0000

[LEGAL DESCRIPTION TO BE INSERTED BY SELLER WHEN PRELIMINARY TITLE REPORT IS AVAILABLE.



City of Needles, California Staff Report

=====

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: April 12, 2022

Title: Approve a budget revision for the 2021-2022 fiscal year for the Needles Area Transit increasing the Section 5311 federal funding to \$56,584

Background: San Bernardino County Transportation Authority (SBCTA) has notified the city that its share of the Section 5311 federal funding for the current fiscal year will be \$56,584, an increase over the original estimated amount of \$43,526

Fiscal Impact: The increased amount of \$13,058 will go into NAT contingency

Environmental: N/A

Recommendation: Approve a budget revision for the 2021-2022 fiscal year for the Needles Area Transit increasing the Section 5311 federal funding to \$56,584.

Finance Director Am

Submitted By: Cheryl Sallis

City Management Review: PM for RD

Date: 4/16/2022

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>17</u>			

BUDGET 2022

ACCOUNT NUMBER ACCOUNT DESCRIPTION

NEEDLES AREA TRANSIT

525-0000-332.02-00 STATE OF GOOD REPAIR (SGR)
525-0000-344.02-00 NAT PASS SALES
525-0000-361.02-00 INTEREST EARNINGS OTHER
525-0000-332.03-00 MDAQMD AB 2766 FUNDS
525-0000-333.03-00 FED TRANSIT ADM SEC 5311
525-0000-333.03-03 FTA CRRSAA SEC 5311
525-0000-332.05-00 LOCAL TRANSIT 8C- SANBAG
525-0000-332.06-00 STATE TRANSIT ASST-CAPITL
525-0000-381.11-01 TRF ESH SUBSIDY
525-0000-344.20-00 FARE BOX REVENUES

8,559
8,000
100
15,000
43,526
194,914
184,115
15,000
50
25,000

56,584

507,322

BUDGET 2022

ACCOUNT NUMBER ACCOUNT DESCRIPTION

NEEDLES AREA TRANSIT

* NEEDLES AREA TRANSIT

NAT
525-4770-461.31-40 EDUCATIONAL TRAINING
525-4770-461.32-90 CONTRACTOR
525-4770-461.43-02 NAT BUILDING MAINTENANCE
525-4770-461.51-15 *PROPERTY INSURANCE
525-4770-461.53-00 ADVERTISING
525-4770-461.55-00 TRAVEL PER DIEM
525-4770-461.56-00 DUES AND MEMBERSHIP
525-4770-461.62-00 VEHICLE FUEL
525-4770-461.69-02 ADMINISTRATION/GEN GOVT
525-4770-461.70-21 COMP&SOFTWARE/TRANSIT SYS
525-4770-461.72-16 NAT SHELTERS / BENCHES
525-4770-461.90-00 CONTINGENCY

350
371,530
7,500
1,481
500
250
560
22,500
9,765
14,675
15,000
50,153

63,211

* NAT

494,764

507,322



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: April 12, 2022

Title: Letter of Support for AB 2728 and SB 1426 to Assist the San Bernardino County Sheriff's Efforts to Stop Illegal Cannabis Farming

Background: Shannon Dicus, San Bernardino County Sheriff has recently requested that Assembly Member Thurston Smith sponsor new state legislation AB 2728 and SB 1426 which will increase fines for illegal cannabis farming and target the illegal pollution of groundwater by illicit cannabis cultivators.

California voters approved Proposition 64, in 2016 legalizing adult use marijuana and reduced the penalty for illegal cannabis cultivation from a felony to a misdemeanor. As a result, local law enforcement agencies and district attorneys have struggled to arrest lawbreakers and discourage illegal cannabis farming because of their inability to jail repeat offenders.

The City of Needles has chosen to regulate the cannabis industry and opposes illegal cannabis operations. In 2021, the City of Needles received \$4.47 M in cannabis revenues which has been invested into rehabilitating streets, waterlines, and adding additional law enforcement. In order for the legally permitted cannabis market to work, illegal marijuana operations need to be eliminated. Illegal marijuana operations do not pay taxes and do not test their products for contaminants. Additionally they represent organized crime's and drug cartel involvement in the industry that is otherwise operating in a legal recognized manner. Illegal operations are a threat to all fully permitted cannabis facilities and programs.

The City should support AB 2728 which will add an additional civil penalty based on the size of illegal farming operations, thereby distinguishing between minor infractions and large, well-organized industrial-scale illegal cannabis operations.

Additionally, the City should support SB 1426, which amends state law to specially address the environmental damage and unique water-related crimes of illegal cannabis growing (theft or pollution of groundwater, illegal access to water conveyance or storage infrastructure, digging an unpermitted, illegal well, and polluting groundwater with illegal pesticides, or the excessive use of rodenticides, herbicides, pesticides, or other hazardous chemical).

Fiscal Impact: Financial threat to all permitted cannabis facilities and businesses.

Recommendation: Approve Letter of Support for San Bernardino County's Efforts to Stop Illegal Cannabis Farming

Submitted By: Patrick Martinez, Assistant City Manager/Development

City Management Review:

My for RD

Date:

4/6/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

18



City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D.
Councilmember Tona Belt
Councilmember Zachery Longacre
Councilmember Kirsten Merritt
Councilmember Ellen Campbell
Councilmember Wade Evans
City Manager Rick Daniels

April 12, 2022

The Honorable Curt Hagman
Chairman of the Board of Supervisors, San Bernardino County
385 N. Arrowhead Avenue, Fifth Floor
San Bernardino, CA 92415

Re: AB 2728 and SB 1426 to Assist the San Bernardino County Sheriff's Efforts to Stop
Illicit Cannabis Farming

Dear Chairman Hagman:

We write to support Sheriff Shannon Dicus efforts to sponsor new state legislation AB 2728 and SB 1426, which will increase fines for illegal cannabis farming and target unlawful groundwater pollution by illicit cannabis cultivators. These efforts are significant because they express the intent to add additional civil penalties based on the size of illegal farming operations, thereby distinguishing between minor infractions and large, well-organized illicit industrial-scale cannabis operations.

California voters approved Proposition 64, in 2016 legalizing adult use marijuana and reduced the penalty for illegal cannabis cultivation from a felony to a misdemeanor. As a result, local law enforcement agencies and district attorneys have struggled to arrest lawbreakers and discourage illegal cannabis farming because of their inability to jail repeat offenders.

The City of Needles has chosen to regulate the cannabis industry and opposes illegal cannabis operations. In 2021, the City of Needles received \$4.47 M in cannabis revenues which has been invested into rehabilitating streets, waterlines, and adding additional law enforcement. In order for the legally permitted cannabis market to work, illegal marijuana operations need to be eliminated. Illegal marijuana operations do not pay taxes and do not test their products for contaminants. Additionally, they represent organized crime's and drug cartel involvement in the industry that is otherwise operating in a legal recognized manner. Illegal operations are a threat to all fully permitted cannabis facilities and programs.

For all of the reasons stated above, the City of Needles supports San Bernardino County's Efforts to Stop Illicit Cannabis Farming.

Sincerely,

Mayor Jeff Williams
City of Needles



City of Needles, California Request for City Council Action

X CITY COUNCIL ☐ NPUA

X Regular ☐ Special

Meeting Date: April 12, 2022

Title: Amending Municipal Code Sec. 15A-3 Closing hours of certain Recreation areas and Sec. 15A-7 designated skateboarding areas

Background: On March 12, 2022, the Parks & Recreation Commission held a meeting and discussed amending the said sections of the municipal code for certain recreation areas and skateboarding areas to have them all be uniform. This will allow for consistency in all our parks/recreation areas. After a lengthy discussion a motion was made to establish hours at all recreation areas and skateboard areas be 10pm of one day and 5am the following day, unless with special permit. The motion was pulled, and item tabled until there was clarification for curfew. Municipal code establishes curfew is 10pm. Current municipal code reads:

Current Code Sec. 15A-3 Closing hours of certain recreation areas

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

- (1) Duke Watkins Park;
- (2) Ed Parry Park Field;
- (3) First Beach
- (4) Franz Flowers Field;
- (5) Grace Henderson Field;
- (6) Jack Smith Memorial Park
- (7) Jack Smith Memorial Park Boat Launch Facilities (That portion of Jack Smith Memorial Park inclusive of the roadway from the entrance kiosk through and including the paved parking lot delineated for boat trailer parking, restrooms, small pavilions, and launch ramps generally);
- (8) Manny Morris Beachside Park;
- (9) Needles Municipal Aquatics Center;
- (10) Needles Rotary Park (minute action February 24, 2009 [Roadside Rest])
- (11) Nikki Bunch Memorial Field;
- (12) Old Trails Monument Park;
- (13) Santa Fe Park;
- (14) Second Beach;

Current Code Sec. 15A-3.1 Closing hours for Jack Smith Memorial Park and Boat Launch Facility recreation areas.

It is unlawful for any person to enter or remain on the premises of Jack Smith Memorial Park and Boat Launch Facility between the hours of 10:00 P.M. of one day and 5:00 A.M. of the following day, except for the purpose of launching or recovering a vessel, fishing from the docks or beach, or by special permit.

Current Code Sec. 15A-7 Designated Skateboarding Areas

The following regulations shall apply within designated skateboarding areas:

- (a) No person shall skate or skateboard at times other than those established as the hours of operation. (1) The hours of operation shall be dawn to dusk; etc...

#19



City of Needles, California Request for City Council Action

Fiscal Impact: Help reduce the cost of repairs to facilities by vandalism after hours

Environmental Impact: Reduce vandalism and/or loitering in parks

Recommended Action: Waive the reading and approve for Introduction Ordinance No. 650-AC amending Sec. 15A-3 and Sec. 15A-7 changing the hours to 10:00 P.M. of one day and 5:00 A.M. of the following day, or by special permit.

Submitted By: Jennifer Valenzuela, Recreation Service Manager

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 19

ORDINANCE NO. 650-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 15A-3 CLOSING HOURS OF CERTAIN RECREATION AREAS AND 15A-7 DESIGNATED SKATEBOARDING AREAS

WHEREAS, the City of Needles parks provide amenities for various activities including playground equipment, skateboard and boat launch facilities, and beach areas for water recreation; and

WHEREAS, on April 12, 2022 the Needles City Council considered all testimony and any documentary evidence presented to them in order to make the following determination:

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

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 reasonable 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 (NMC).

SECTION 3. The City Council HEREBY APPROVES Ordinance No 650-AC for an amendment to the Needles Municipal Code (NMC) as follows:

Amended Section 15A-3 to read: Closing hours of certain recreation areas

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

- (1) Duke Watkins Park;
- (2) Ed Parry Park Field;
- (3) First Beach
- (4) Franz Flowers Field;
- (5) Grace Henderson Field;
- (6) Jack Smith Memorial Park
- (7) Jack Smith Memorial Park Boat Launch Facilities (That portion of Jack Smith Memorial Park inclusive of the roadway from the entrance kiosk through and including the paved parking lot delineated for boat trailer parking, restrooms, small pavilions, and launch ramps generally);
- (8) Manny Morris Beachside Park;
- (9) Needles Municipal Aquatics Center;
- (10) Needles Rotary Park (minute action February 24, 2009 [Roadside Rest])
- (11) Nikki Bunch Memorial Field;
- (12) Old Trails Monument Park;
- (13) Santa Fe Park;
- (14) Second Beach;

Amended 15A-7 to read: Designated Skateboarding Areas

The following regulations shall apply within designated skateboarding areas:

- (a) No person shall skate or skateboard at times other than those established as the hours of operation.
 - (1) The hours of operation shall be 10:00 P.M. of one day and 5:00 A.M. of the following day, or by special permit:

Ordinance No. 650-AC continued

SECTION 4. This action shall become final and effective 30 days after this decision by the City Council as provided by the Needles 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 April 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeff Williams, Mayor

Attest:

Dale Jones, City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 26th day of April 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeff Williams, Mayor

(Seal)

Attest:

Dale Jones, City Clerk

Approved as to form:

John O. Pinkney, City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: April 12, 2022

Title: Review and possible endorsement of legislation proposed by Senator Shannon Grove

Background: Senator Shannon Grove has introduced the following legislation and seeks the City of Needles' endorsement. A summary of each Senate Bill is below, and a sample letter is attached.

- SB 1484 Homeless and Foster Youth Employer Tax Credit would provide a tax credit for employers who hire homeless youth, foster youth, and former foster youth.
- SB 1356 Fuel Haulers would increase the gross vehicle weight from 80,000 pounds to 88,000 pounds to allow a fuel truck to carry more fuel to gas stations.
- SB 1319 California Jobs and Responsible Production would prohibit the import of crude oil into California from a nation with human rights abuses or with environmental standards below those in California. This bill is aimed at preserving oil production jobs in California.
- SB 1195 California Veteran's Homes Reporting for Satellite Medical Clinics would allow the Veteran's Health Administration to locate medical clinics next to 8 (eight) Veteran's Homes
- SB 1156 Stopping the Gas Tax Escalator would repeal the annual inflation adjustment in the motor vehicle and diesel fuel excise taxes in light of rapidly escalating fuel prices.
- SB 1073 Disabled Veterans Property Tax Exemption would authorize the County Assessor to offer a property tax deduction to disabled veterans.
- SB 1042 Human Trafficking – Serious and Violent Felony would include human trafficking to the list of serious and violent crimes. Human Trafficking is not currently a serious and violent crime.

Fiscal Impact: No direct increase in City costs. The elimination of the gas tax escalator will likely reduce future road fund allocations to the City.

Environmental: N/A

Recommendation: Review and authorize the Mayor to sign a letter of support for any legislation that the City Council supports.

Submitted By: City Manager Daniels

City Management Review: For For RP

Date: 4/7/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 20



SENATOR SHANNON GROVE

SENATE DISTRICT 16

SB 1484

Homeless and Foster Youth Employer Tax Credit

SUMMARY

SB 1484 would allow private sector employers to obtain a tax credit, modeled after the federal Work Opportunity Tax Credit (WOTC), for hiring an individual who is a homeless youth, foster youth or former foster youth.

EXISTING LAW

California law allows employers to obtain various credits against the taxes imposed, including a credit for hiring qualified full-time employees within a designated census tract or economic development area.

These credits include the current Work Opportunity Tax Credit (WOTC) which was established to promote the hiring of qualified individuals including:

- Veterans
- Disabled persons
- Long-Term Unemployment Recipients
- Qualified Summer Youth

PROBLEM

Every year, California youth make up a significant portion of the State's total homeless population. They are severely impacted by the increasing costs for basic housing and food.

One way to end the homelessness cycle is by having a stable job. Employment leads to greater self-sufficiency and discipline, reduces the time youth spend on the streets, teaches key job and social skills, and provides the income stability necessary to find and maintain housing. Together, these factors reduce the likelihood that a youth will become stuck in a cycle of poverty, homelessness, and dependency on public benefits and services.

THE SOLUTION

SB 1484 takes a preventative approach that invests in youth before they become chronically homeless, giving them a better chance at a solid start to life. It also provides businesses and the state with a well-trained workforce. SB 1484 not only provides an opportunity for homeless youth, but provides a tax credit for employers.

The credit would be applied against a business's taxable liability in the amount of 40% of a qualified worker's wages for the first year of employment up to \$2,400. This pathway to employment for homeless and foster youth is a step in the right direction.

CONTACT:

David Monroy
(916) 651-4016
David.Monroy@sen.ca.gov

DATE

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

[I / WE] write in support of your legislation, SB 1484. This important bill would allow private sector employers to obtain a tax credit for hiring an individual who is a homeless youth, foster youth, or former foster youth. The measure would thereby create a pathway to employment for youth who may not have the same opportunities as some of their peers.

Every year, California youth make up a significant portion of the State's total homeless population and are often severely impacted by the increasing costs for basic housing and food. It is widely understood that one way to end the homelessness cycle is by having a stable job. Employment leads to greater self-sufficiency and discipline, reduces the time youth spend on the streets, teaches key job and social skills, and provides the income stability necessary to find and maintain housing. Together, these factors reduce the likelihood that a youth will become stuck in a cycle of poverty, homelessness, and dependency on public benefits and services.

SB 1484 is a common sense solution to help young people gain the skills they need to be successful in life. It is also a win for businesses who are suffering under the weight of rising prices, labor shortages, and burdensome taxes and regulations.

For all of the reasons stated above, [I / WE] support SB 1484.

Sincerely,



SENATOR SHANNON GROVE
SENATE DISTRICT 16

SB 1356
Fuel Haulers

SUMMARY

SB 1356 would increase the maximum gross weight for a vehicle or combination of vehicles transporting a load composed solely of a petroleum-based fuel from 80,000 to 88,000 pounds.

EXISTING LAW

Existing state and federal law sets limits on the total gross weight imposed on the highway by a vehicle or vehicle combination with any group of two or more consecutive axles, not to exceed 80,000 pounds. However, it also authorizes vehicles or vehicle combinations in certain circumstances to carry a gross vehicle weight in excess of 80,000 pounds, such as vehicles transporting logs.

PROBLEM

California's ports have experienced increased year-over-year levels of cargo volume. Despite the efforts by all sectors of the supply chain, the COVID pandemic has dramatically impacted the goods movement system in California and nationally.

For example, the Ports of Los Angeles and Long Beach have been handling an unprecedented number of ships arriving at the same time. Disruptions in transportation and warehouse availability has slowed the offloading of containers and contributed to a backlog.

Governor Newsom announced on November 17, 2021 that Caltrans would begin issuing temporary permits allowing trucks to carry heavier loads of up to 88,000 pounds on State Highway and Interstate routes between the Ports of Los Angeles, Long Beach, and other statewide ports, and distribution centers throughout the state. The application process to go

beyond the current 80,000-pound limit started on November 19, 2021.

THE SOLUTION

SB 1356 would take the Governor's temporary exemption and apply it permanently to all fuel trucks throughout the state. The pandemic has shown that it would be helpful for fuel haulers to be able to carry more fuel. Also, as California's wildfire season has become all year long, being able to transport more loads of fuel helps with this crisis. In certain circumstances, the state allows haulers to exceed the 80,000 pound limit, for example vehicles transporting logs, cotton module movers or truck tractors pulling a semitrailer that is a cotton module mover. Fuel haulers should be allowed to safely use the same exemptions. SB 1356 recognizes what the Governor's exemption acknowledges, that fuel haulers can safely increase the gross weight they are allowed to haul. The bill will also help the state improve its supply of fuel in times of need like during COVID and the fire season.

SPONSOR

Jeremy Mairs
President/CEO
Cox Petroleum Transport

CONTACT:

Elizabeth Watson
(916) 651-4016
Elizabeth.Watson@sen.ca.gov

DATE

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

I (for individual) or We (organization) write in support of your legislation, SB 1356. This important bill will help fuel haulers safely transport vital resources throughout the state by allowing an additional 8,000 pounds of petroleum-based fuel per truck.

California's ports have experienced increased year-over-year levels of cargo volume. Despite the efforts by all sectors of the supply chain, the COVID pandemic has dramatically impacted the goods movement system in California and nationally. The pandemic has shown that it would be helpful for fuel haulers to be able to carry more fuel.

In certain circumstances, the state already allows haulers to exceed the 80,000 pound limit, for example vehicles transporting logs, cotton module movers or truck tractors pulling a semitrailer that is a cotton module mover. Fuel haulers should be allowed to safely use the same exemptions.

SB 1356 would take the Governor's temporary exemption and apply it permanently to all fuel trucks throughout the state by increasing the maximum gross weight for a vehicle or combination of vehicles transporting a load composed solely of a petroleum-based fuel from 80,000 to 88,000 pounds. By allowing this change the bill will also help the state improve its supply of fuel in times of need like during COVID and the fire season.

For all of the reasons stated above, [I / WE] support SB 1356.

Sincerely,



SENATOR SHANNON GROVE

SENATE DISTRICT 16

SB 1319

California Jobs and Responsible Production

SUMMARY

SB 1319 would express the intent of the Legislature to prohibit the import of crude oil into California if the source of the oil is a foreign nation with demonstrated human rights abuses, or a foreign nation with environmental standards that are lower than those in California. The measure would also require the Geologic Energy Management Division to report on its website the amount of particulate matter released into the air from tanker ship emissions from oil imported into the state.

EXISTING LAW

In 2020, California was the seventh largest oil producing state in the nation, with an average production of 391,000 barrels each day. All of the oil and gas produced in the state is consumed by Californians. However, the state consumes a total of 1.8 million barrels of oil per day. Californians have to pay \$25 billion each year to import this oil from other countries to meet the state's demand.

Petroleum is used for more than just the gasoline supplied to the 30 million cars driven by Californians. More than 6,000 everyday products are made from petroleum such as shoes, phones, toothbrushes, eyeglasses, heart valves, disposable diapers. California's industry directly supports 55,000 jobs which average \$123,000 in annual pay.

PROBLEM

As the CA Independent Petroleum Association (CIPA) has noted, any decreased production in California must be offset by imports from foreign countries. In just two decades, our state's dependence on foreign oil has quintupled. Currently, the largest sources of foreign crude to California are Ecuador, Saudi Arabia, and Iraq. This puts our energy security in the hands of countries that do not follow the same rigorous environmental protections we have in California, nor do they share our values when it comes to human and labor rights. Additionally, almost 600 tanker ships a year must

transport foreign oil to our state, which has significant air quality impacts at our ports.

Currently, the number one source of foreign crude oil is Ecuador. This oil from Ecuador, according to a recent investigation by NBC News, comes from the Amazon rainforest. Ecuador's state-run oil company has been strongly criticized by environmental and indigenous groups for its practice of clear cutting the Amazon to produce more oil. Half of all crude oil produced in Ecuador, 55 million barrels a year, is exported to California. The amount could easily be replaced by California's in-state producers if they were allowed to expand production.

THE SOLUTION

SB 1319 would bring back to California the thousands of jobs that have been lost to foreign countries that do not share our democratic values or respect for the environment. The bill would establish a process to prohibit the import of crude oil into California if the source of the oil is a foreign nation with demonstrated human rights abuses, as documented by the United States Department of State or by human rights organizations. Additionally, the bill would require the state to stop importing oil from a foreign nation with environmental standards that are lower than those in California. Our consumers annually send billions overseas to enrich the corrupt leaders of countries that deny basic rights to women and indigenous peoples, and have disdain for the environment.

California can produce much of the oil we import, and keep the jobs and revenues inside our Golden State while protecting our environment. SB 1319 is a win-win for consumers and workers, while also sending a message to the dictators and corrupt leaders of foreign countries.

CONTACT:

Mark Reeder: mark.reeder@sen.ca.gov
(916) 651-4016

DATE

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

I (for individual) or We (organization) write in support of your legislation, SB 1319. This important bill will express the intent of the Legislature to prohibit the import of crude oil into California if the source of the oil is a foreign nation with demonstrated human rights abuses, or a foreign nation with environmental standards that are lower than those in California. The measure would also require the Geologic Energy Management Division (CalGem) to report on its website the amount of particulate matter released into the air from tanker ship emissions from oil imported into the state.

California's Governor wants an end to oil consumption while ignoring the reality that tens of millions of families need gasoline for their cars, and that thousands of everyday products are derived from petroleum. California's demand for oil has not, and will not be, reduced anytime soon. As a result, the supply has to come from somewhere and the Governor has decided to ignore domestic production and import millions of barrels of oil a year from foreign producers. The state imports this oil from countries with records of significant human rights abuses or that lack meaningful environmental protections.

It makes no sense to send \$25 billion a year to these countries when California can look to domestic drilling to meet our needs, keep those high paying jobs here in the state, and do it with environmentally friendly production. SB 1319 simply says that California will not import oil from countries that do not share our values. The current foreign policy crisis, and the volatility it has caused to oil prices, illustrates the need for this bill and the need for greater energy security.

For all of the reasons stated above, I support SB 1319.

Sincerely,



SENATOR SHANNON GROVE

SENATE DISTRICT 16

SB 1195

California Veterans' Homes Reporting for Satellite Clinics

SUMMARY

SB 1195 requires the California Department of Veterans Affairs (CalVet), in its five year review of the system's Veterans Homes, to include an assessment of the viability of allowing the federal Veterans Health Administration to place satellite medical clinics at or near the states' eight veteran home campuses to serve both residents of the veterans homes and nonresident veterans in the communities where state veteran homes are located.

EXISTING LAW

CalVet Veterans Homes has supported aged and disabled veterans for 138 years. Since its founding in 1884 with the Yountville Veterans Home, the network of homes has grown to eight and has expanded its services to include residential and skilled nursing.

Current law requires the Department to review the use of each home every five years and include in that assessment the current needs of the regional veterans population.

PROBLEM

Residents of California Veterans Homes typically require services provided by the federal Veterans Health Administration which in some cases may be located 2-3 hours away often leading an individual to delay or put off necessary and lifesaving treatment.

CalVet Veterans Homes services in many ways has not kept pace with the changing needs of California's veterans population. In the "Veterans Homes of California Master Plan 2020" report published by CalVet,

the Department stated that their "distribution of levels of care is not entirely consistent with community need." As the composition of the veterans population changes, so do the needs of our veterans, including expanded outpatient and mental health services.

THE SOLUTION

SB 1195 aims to provide more services to more veterans by requiring CalVet to assess the viability of allowing the federal Veterans Health Administration to place satellite medical clinics at or near California's eight veterans homes.

There are no limits to the gratitude we share in thanking our service members for their commitment to our country in the armed forces. There also should be no limits to their access to critical health and mental health services.

SPONSOR

Author Sponsored

CONTACT:

David Monroy

(916) 651-4016

David.Monroy@sen.ca.gov

DATE

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

I (for individual) or We (organization) write in support of your legislation, SB 1195. This important bill will require the California Department of Veterans Affairs (CalVet) to assess the viability of allowing the federal Veteran Health Administration to place a satellite medical clinic on or near California's eight veteran home campuses. This has the potential to lead to increased access to care for those who have faithfully served our country.

Unfortunately, analysis has shown that residents of California Veterans Homes must often travel 2-3 hours in order to access services provided by the federal Veterans Health Administration. This has resulted in many residents delaying or putting off necessary and sometimes lifesaving treatment. In addition, the services available onsite at CalVet Veterans Homes have in many cases not kept pace with the changing needs of California's veterans population. Mental health services is one area where we have seen this play out with dire consequences.

SB 1195 will equip California to better meet the needs of its veterans population. This bill aims to provide more services to more veterans in locations where some of our most vulnerable need them most. There are no limits to the gratitude we share in thanking our service members for their commitment to our country in the armed forces. There also should be no limits to their access to critical health and mental health services.

For all of the reasons stated above, [I / WE] support SB 1195.

Sincerely,



SENATOR SHANNON GROVE
SENATE DISTRICT 16

SB 1156
Stopping the Gas Tax Escalator

SUMMARY

SB 1156 will repeal the annual inflation adjustment in California's per gallon motor vehicle fuel excise tax, and the diesel fuel excise tax, as passed by SB 1 (Chapter 5, 2017).

EXISTING LAW

In 2017, Governor Brown signed SB 1 (Beall), which increased taxes and fees on gasoline and diesel by \$52 billion dollars over ten years. The law requires that the tax rates and fees specified in the bill, other than the diesel sales tax, be adjusted annually by the California Department of Tax and Fee Administration based on the California Consumer Price Index (CPI).

Governor Newsom proposed in his 2022-23 State Budget to suspend the annual inflation adjustment scheduled for July 1, 2022. For fiscal year 2021-22, fuel is taxed at a rate of 51.1 cents per gallon. Under the Governor's proposal, the tax rate will continue to be 51.1 cents per gallon in 2022-23. The excise tax on diesel is 38.9 cents per gallon for 2021-22 and the Governor proposes to pause the inflation adjustment scheduled for July 1, 2022. Under the Governor's proposal, the tax rate will continue to be 38.9 cents per gallon in 2022-23.

PROBLEM

Without action to address this problem, Governor Newsom's budget estimates that inflation will add 5.6% to the gas tax next year. However with inflation at a 40 year high, the increase could be even higher in future years.

California's gasoline and diesel prices are the highest in the nation, and inflation threatens to make them even more expensive once the Governor's temporary suspension is lifted.

THE SOLUTION

Governor Newsom is correct that inflation is hitting Californian families hard, and the gas tax should not be increased. SB 1156 goes a step further than the Governor's temporary suspension by permanently ending the annual inflation adjustments in both the gas tax and the diesel fuel excise tax. The automatic adjustments for inflation have meant that the price of gasoline is constantly escalating. Californians have had enough and need relief at the pump. SB 1156 is a much needed step to protect families from the growing price of gasoline.

SPONSOR

Author Sponsored

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DATE

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

I (for individual) or We (organization) write in support of your legislation, SB 1156. This important bill will repeal the annual inflation adjustment in California's per gallon motor vehicle fuel and diesel fuel excise tax.

The average price of gasoline in California has jumped to record high levels as a result of rising inflation, and growing international conflicts. While it is nothing new for Californians to pay the highest gas prices in the nation, coming on the heels of the pandemic, working families simply cannot continue to support the level of taxation imposed by the California government. Hard-working Californians should not have to choose between filling up their tank to get to work or buying groceries to feed their families.

It makes no sense to continue to allow the gas tax to rise unchecked. Without action to address this problem it is estimated that inflation will add a minimum of 5.6% to the gas tax next year. However with inflation at a 40 year high, the increase could be even higher in future years. Californians have had enough and need relief at the pump now. This and the above stated issues illustrate the need for this bill.

For all of the reasons stated above, [I / WE] support SB 1156.

Sincerely,



SENATOR SHANNON GROVE SENATE DISTRICT 16

SB 1073

Disabled Veterans Property Tax Exemption

SUMMARY

SB 1073 authorizes county assessors to offer a property tax deduction to disabled veterans proportional to the veterans' percentage disability rating from the U.S. Department of Veterans Affairs (VA).

EXISTING LAW

Currently, disabled veterans may request a reduction on their home's assessed value for the purposes of determining property taxes if they are 100% disabled. The "Disabled Veterans' Exemption" must be on the veteran's primary place of residence and can deduct up to \$149,993 from the assessed value of the property. If the veteran's yearly household income is less than \$67,355, the deduction increases to \$224,991.

In order to qualify for this exemption, a veteran must meet one or more of the following criteria as a result of military service:

- Blind in both eyes
- Lost 2 or more limbs
- 100% disabled
- Deceased (spouse receives benefits)

Other states offer property tax credits of varying degrees and many allow veterans to qualify with disability ratings less than 100 percent, including Florida, Illinois and Texas.

PROBLEM

Only a small percentage of veterans are listed with a 100% disability rating by the VA. As it stands, even if a veteran were to have a 90% disability rating, they would be ineligible for a property tax exemption under current law. Many veterans who

are severely disabled as a result of their service to the United States are turned away when seeking this exemption.

"In 2012, the U.S. Veterans Administration and U.S. Department of Housing and Urban Development (HUD) estimated that approximately 25% of the nation's homeless veterans were located in California: the highest percentage of any other state." The burden of California's current tax structure and barriers for property tax credit puts veterans at risk and negatively impacts their health and well-being.

THE SOLUTION

SB 1073 ensures that California veterans are treated with the proper gratitude and respect they deserve for their service to the United States by expanding access to a helpful tool for veteran home owners and their families in California.

SPONSOR

Bob Dutton - San Bernardino County
Assessor-Recorder-County Clerk

CONTACT:

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David.Monroy@sen.ca.gov

DATE

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

I (for individual) or We (organization) write in support of your legislation, SB 1073. This important measure provides authorization to county assessors to offer a property tax deduction for disabled veterans proportional to their disability rating as set by the U.S. Department of Veterans Affairs or military service from which the veteran was discharged.

Currently, in California, disabled veterans may request a reduction on their home's assessed value for the purposes of determining property taxes if they are 100% disabled, blind in both eyes or have lost two or more limbs. However, without this bill, a veteran with a life changing 50% disabled rating would continue to be ineligible for this property tax deduction on their disabled rating alone. According to the National Center for Veterans Analysis 2020 assessment, California is home to more than 375,000 veterans with a disability rating of less than 100%. Any of those veterans that own property would be ineligible under current law.

[I am / We are] proud to support your efforts, in supporting veterans and working to provide relief for them through Senate Bill 1073. Thank you for your consideration.

Sincerely,



SENATOR SHANNON GROVE
SENATE DISTRICT 16

SB 1042

Human Trafficking – Serious and Violent Felony

SUMMARY

SB 1042 will include human trafficking in the lists of crimes that are defined as serious and violent under California law, making the crime a strike under the Three Strikes law. SB 1042 will help strengthen protections for the millions of victims of sex and labor trafficking.

PROBLEM

Currently human trafficking is defined as a non-serious and non-violent crime. So, the act of human trafficking cannot be considered a strike under California's Three Strikes law.

California consistently ranks number one in the nation in the number of human trafficking cases reported to the National Human Trafficking Hotline. The California Attorney General notes that California is one of the largest sites for human trafficking in the United States, recognizes the serious nature of this crime, and has defined it as "modern day slavery." "Human trafficking is among the world's fastest growing criminal enterprises and is estimated to be a \$150 billion-a-year global industry. It is a form of modern day slavery that profits from the exploitation of our most vulnerable populations."

(<https://oag.ca.gov/human-trafficking>).

Children as young as 11 to 12 years old are exploited by traffickers who force them to sell their bodies for the trafficker's financial gain. Trafficking victims are frequently forced to have sex with upwards of 15 strangers a day or face beatings at the hands of their traffickers. Trafficking victims must meet daily sex or labor quotas before they are permitted to sleep, eat, rest, or receive other basic life necessities. Traffickers use a combination of physical violence and psychological manipulation to gain compliance over their victims. These tactics include death threats to the victim, threats to harm the victim's family, food deprivation, physical beatings, rape, and burning the victim, among other acts of violence. Trafficking victims are treated as

property by their traffickers and are subject to their physically exhausting and exploitive demands. In many instances, traffickers will also brand their victims with facial or body tattoos to signify their ownership over the victim and the victim's status as mere property.

Human trafficking victims often suffer long-term physical and psychological trauma. The American Academy of Pediatrics recognized the severe trauma human trafficking victims suffer and stated the following, "violence and psychological manipulation are common, and victims are at increased risk of injury, sexual assault, infectious diseases, substance misuse, untreated chronic medical conditions, malnutrition, post-traumatic stress disorder (PTSD), major depression and other mental health disorders, homicide, and suicide." The US Department of Health and Human Services Administration on Children, Youth, and Families further noted, "young people who are sexually trafficked typically experience physical violence, both at the hands of their traffickers and those who purchase sex, and often acquire sexually transmitted infections (STIs) through their exploitation."

EXISTING LAW

The Penal Code defines the crimes that are considered serious and violent under California law. Penal Code section 1192.7(c) lists the 42 crimes that are defined as serious crimes under California law. Penal Code section 667.5(c) lists the 23 crimes that are defined as violent under California law. Both serious and violent crimes are considered strikes under California law. Existing California law defines human trafficking as a non-serious and non-violent crime.

SOLUTION

SB 1042 amends the Penal Code to add human trafficking to the list of both serious and violent crimes under California law. SB 1042 also classifies human

SB 1042
Human Trafficking – Serious and Violent Felony

trafficking as a strike offense and makes those convicted of this crime subject to the same penalties that apply to all serious and violent crimes. It is about time that California starts to prosecute these horrendous acts as serious and violent crimes.

SPONSOR

Kern County District Attorney's Office
DA Cindy Zimmer

CONTACT:

Elizabeth Watson
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Elizabeth.watson@sen.ca.gov

DATE

Senator Shannon Grove
1021 O Street, Room 7150
Sacramento, CA 95814

Dear Senator Grove:

I (for individual) or We (organization) write in support of your legislation, SB 1042. This important bill will include human trafficking in the lists of crimes that are defined as serious and violent under California law, making the crime a strike under the Three Strikes law. It will also help strengthen protections for the millions of victims of sex and labor trafficking.

California consistently ranks number one in the nation in the number of human trafficking cases reported to the National Human Trafficking Hotline. The California Attorney General notes that California is one of the largest sites for human trafficking in the United States, recognizes the serious nature of this crime, and has defined it as "modern day slavery." Human trafficking is among the world's fastest growing criminal enterprises and is estimated to be a \$150 billion-a-year global industry. It is a form of modern day slavery that profits from the exploitation of our most vulnerable populations.

SB 1042 will give a voice to the millions of victims that have suffered from this horrific abuse. This bill will fight to protect victims, strengthen prevention and increase the prosecution of those who buy and sell human beings. It is about time that California starts to prosecute these horrendous acts as serious and violent crimes.

For all of the reasons stated above, I support SB 1042.

Sincerely,



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: April 12, 2022

Title: Review and discuss the Home Key Program – a state program to provide transitional housing for the homeless.

Background: Staff initially received a request to apply for this program by the owner of the River Valley Inn on Needles Highway, adjacent to the new Hampton Inn. At the time staff informed the owner that the current zoning for her site did not allow a conversion from a motel to a single room occupancy multifamily project without a zone change which required a public hearing before the Planning Commission and a decision of the City Council. Additionally, the City Council would need to make the policy decision whether to become a "Public Partner" and apply for a homeless transitional housing project, and if it was going to be at that site.

Staff met on a virtual call with a resident of Big Bear that had successfully led an effort to build a homeless transitional project there. He recommended a number of steps that would need to be accomplished to be seriously considered for funding:

- Determine who the housing provider would be. The owner of the River Valley Inn could be after securing proper zoning. Pastor Jim Jones has an interest in the state providing Firehouse Ministries with funding to purchase 6-8 single family homes which could be operated as homeless transitional housing and Firehouse could manage those units. The Firehouse option seemed more feasible.
- Determine the "Public Partner". This would need to be a public agency that had ultimate responsibility and liability for the initial construction and long-term operation of the facility. We were informed that the operating agreement would need to be for 55 years. Staff raised the question about whether this is a project better suited for the Needles Housing Authority.
- Determine the site.
- Land survey the preferred site.
- Secure a property appraisal.
- Conduct a third-party home inspection to determine building stability and condition.
- Develop a work scope and cost estimate to convert the housing units.
- Assure Americans with Disability requirements.
- Gain site control through a purchase, lease or option.
- Rehabilitate the housing unit.

Applicants are expected to provide the funds to accomplish all of the above but can be reimbursed upon receiving the grant. The Home Key Program is managed by the California Department of Housing and Community Development. Their grants are for \$150,000 for purchase and \$1000/year for operating expenses.

Fiscal Impact: Estimated \$5,000

Recommendation: Provide staff direction.

Submitted By: City Manager Rick Daniels at the request of Council Member Ellen Campbell

City Management Review: PM Forked **Date:** 4/7/2022

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

Agenda Item: 21