



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

AGENDA AMENDED

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

**TUESDAY, OCTOBER 10, 2023
COUNCIL EXECUTIVE SESSION – 5:00 PM
CITY COUNCIL MEETING – 6:00 PM**

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

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

If asked, enter the following: Meeting ID: 936 974 335#

**OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 936 974 335#
The meetings are being recorded.**

CALL TO ORDER
ROLL CALL

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

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS

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

RECESS TO EXECUTIVE SESSION

EXECUTIVE SESSION

- a. Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
- One Potential Case
- b. Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9(d)(1))
In re: City of Needles v. John W. Laswell, et al. – 1311 Broadway
California Superior Court-County of San Bernardino (Case No. CIVSB2318161)
- c. Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9(d)(1))
In re: City of Needles v. Goldwin, LLC, et al. – 1707 Needles Highway
California Superior Court-County of San Bernardino (Case No. CIVSB2300896)

EXECUTIVE SESSION - Report by City Attorney

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

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

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

PRESENTATIONS

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

1. Administer Oath of Office to Patrick Martinez, City Manager and Rainie Torrance, Utility Manager
2. Presentation by Institute for Local Governments (ILG) 2023 Beacon Spotlight Award to the City of Needles

PUBLIC HEARINGS

3. Public hearing noticed to consider all evidence and testimony for or against City Council Resolution 2023-55 approving an Amendment to City Council Resolution 2022-75 adding Cannabis Consumption to the existing 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-40-0000 in the C-2 General Commercial Zone.
 - Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Applicant Comments
 - Comments in Favor
 - Comments Opposed
 - Applicant Rebuttal
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Resolution 2023-55 approving an Amendment to City Council Resolution 2022-75 adding Cannabis Consumption to the existing 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-40-0000 in the C-2 General Commercial Zone.
(ACT)
4. Public hearing noticed to consider all evidence and testimony for or against Ordinance No 663-AC amending the Needles Municipal Code (NMC) sections of the Zoning Ordinance as follows: Section 94 "Permits", Section 96 "Uses", Section 97 "Intensity of Uses", Section 98 "Site Requirements", Section 99 "Development Standards", Section 111 "Vehicular Provisions", Section 112 "Special Requirements for Certain Users", Section 115 "Nonconforming Situations", Needles Municipal Code Chapter 19 "Subdivision of Land"
 - 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. 663-AC Amending the Needles Municipal Code (NMC) sections of the Zoning Ordinance as follows: Section 94 "Permits", Section 96 "Uses", Section 97 "Intensity of Uses", Section 98 "Site Requirements", Section 99 "Development Standards", Section 111 "Vehicular Provisions", Section 112 "Special Requirements for Certain Users", Section 115 "Nonconforming Situations", Needles Municipal Code Chapter 19 "Subdivision of Land"
(ACT)

5. Resolution 2023-56 approving Tentative Parcel Map 20388 subdividing 6.5 acres +/- into 2 parcels located in the R2 (Two Family Residential Zone), also known as APN 0185-233-55, located behind 1335 Lilly Hill Drive, and consider possible sale
- Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Applicant Comments
 - Comments in Favor
 - Comments Opposed
 - Applicant Rebuttal
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Resolution 2023-56 approving Tentative Parcel Map 20388 subdividing 6.5 acres +/- into 2 parcels located in the R2 (Two Family Residential Zone), also known as APN 0185-233-55, located behind 1335 Lilly Hill Drive, and consider possible sale (ACT)

PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS

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

NPUA / COUNCIL CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the NPUA / City Council may pull an item from the Consent Calendar for discussion. Prior to NPUA / Council action, a member of the public may address the NPUA / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 6 through 9 on the Consent Calendar by affirmative roll call vote (ACT)

6. Accept the annual report to the California Energy Commission Power Content Label for year ending December 31, 2022
7. Authorize the purchase of a Terex TC55 Optima 2023 Freightliner bucket truck at a cost not to exceed \$243,785 utilizing electric vehicle replacement funds
8. Approve a 3.6% cost-of-living (COLA) increase in water and wastewater basic service rates as of November 1, 2023
9. Approve a 3.6% cost-of-living (COLA) increase in electric basic service charge rate as of November 1, 2023, approve an over-hydro rate of \$0.1467 effective November 1, 2023 ; and approve the methodology to calculate the annual electric base rate and the power cost adjustment rate based on the rate calculation spreadsheet

END OF NPUA CONSENT CALENDAR

ADJOURN THE JOINT NPUA/COUNCIL MEETING AND CONVENE A JOINT COUNCIL/HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING (HACN)

CALL TO ORDER (Roll Call Previously Taken)

PUBLIC COMMENTS PERTAINING TO THE HACN/COUNCIL ITEMS

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

COUNCIL CONSENT CALENDAR All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 10 through 16 on the Consent Calendar by affirmative roll call vote. (ACT)

10. Approve the Warrants Register of September 26, 2023 and October 10, 2023

11. Approve the Minutes of the July 15, 2023 Goal Setting Session *(To be emailed to Council)*
12. Ratify the City Manager's Signature for the California for All Animals Statewide Animal Shelter Services Agreement dated October 5, 2023
13. Waive the reading and adopt Resolution No. 2023-43 renaming the Lillyhill Booster Station to the William "Bill" M. Claypool III Booster Station
14. Award the base bid for the public restroom sewer line repair project to New Power Contracting for building mechanics for a total bid amount of \$24,750 plus 10% contingency for a total project cost of \$27,225 and authorize staff to execute a public works agreement with the contractor and issue a Notice of Award and Notice to Proceed
15. Resolution 2023-57 Authorizing City Manager to Execute the Program Supplement No. F0004 to Administering Agency-State Agreement for Federal Aid Projects with the State of California Department of Transportation (Caltrans) for the administration of Federal Aid funds for the Obornolte Water Service Replacement and Street Improvements project.
16. Waive the reading and adopt Ordinance No. 664-AC amending Section 13-44 to prohibit stopping, standing or parking at the Electric Vehicle Charging Stations unless the vehicle is connected for electric charging violators are subject to towing (2nd reading – publish)

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

17. Provide staff direction based on the Aquatic Center Audit and Summary of Findings (ACT)
18. Mission Statement and Goals for Fiscal Year 2023-2024 (DIS)
19. Accept the Memorandum of Understanding with Janet Jernigan for the El Garces Rental Program (ACT)
20. Visitor Center Services Agreement Amendment (ACT)
21. Employee Appreciation Event (ACT)

CITY ATTORNEY REPORT

CITY MANAGER REPORT

State of Cannabis - Update

COUNCIL REQUESTS

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

ADJOURNMENT

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

Posted: October 6, 2023

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 6th day of October, 2023

/s/ Dale Jones, CMC, City Clerk



City of Needles, California Request for Council Action

Item 2.

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

Meeting Date: October 10, 2023

Title: Presentation by Institute for Local Government (ILG) 2023 Beacon Spotlight Award – City of Needles

Background: The Beacon Program has encouraged, supported and recognized voluntary action by local governments throughout California to address climate change, promote energy innovation and create more sustainable communities. Dedication and innovation from local governments such as yours are truly making a difference.

The City applied for a Beacon Sustainability Best Practices Spotlight Award to acknowledge the on-going efforts in ten areas of sustainability, including Energy Efficiency & Conservation (low-income energy efficiency and electrical reliability program), Water systems (turf removal project and overall system improvements), Land use (Prohousing Designation), Open space and offsetting carb emissions (Clean CA new park grant).

On September 15, 2023 ILG notified the City of Needles had been selected as one of the 2023 Beacon Spotlight Award. Mayor Jernigan, Councilwoman Campbell, Councilwoman Pogue were presented with the award at the 2023 ILG conference held in San Francisco.

Recommended Action: None

Submitted By: Rainie Torrance, Utility Manager

City Management Review: Rick

Date: 10/12/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 2



City of Needles, California Request for City Council Action

Item 3.

☒ CITY COUNCIL ☐ NPUA ☐ HACN ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: City Council Resolution No. 2023-55
A Resolution of the City Council of the City of Needles Approving an Amendment to City Council Resolution 2022-75 Adding Cannabis Consumption to the existing 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-40-0000 in the C-2 General Commercial Zone.

Background: Applicant, Jesse Dean Brown, representative for Needles Flower Refinery is proposing to construct a 2,399 square foot retail cannabis business. On September 1, 2021, the Needles Planning Commission approved Conditional Use Permit Resolution No. 09-01-2021-2 PC recommending approval of a 24,242 Sq. Ft. cannabis cultivation building. The applicant amended Resolution 09-01-2021-2 to reduce the cultivation area by 2,511 sq. ft. (Attachment A, *Project Location*) and construct a 2,399 Sq. Ft. cannabis retail business located at 2701 Columbus Drive through CUP 10-19-2022-1 as shown in Attachment B-1. On July 14th, 2023, the Planning Department received new site and interior drawings required by the conditions of approval to be submitted prior to receiving a building permit for tenant improvement on the existing approved dispensary use to add a cannabis consumption lounge to the approved retail cannabis business. The project site is currently developed with two existing cannabis cultivation facilities (Building 1 and Building 2). This cannabis retail project will be Phase 1 of the third building, with the 21,731 future cultivation facility being built within 12 months. As shown in Attachment B-2, *Proposed Site Plan*, the proposed 2,399 square foot retail cannabis business would be constructed adjacent to the proposed 21,731 future cultivation facility and include a consumption lounge as an ancillary additional use to the retail space.

The applicant has demolished and removed the previously existing 2,810 square foot building (formally owned and operated by the Taco Bell franchise). The two properties have been merged into one parcel APN 0660-081-40-0000 which will contain Buildings 1, 2, and 3. The project is located within the General Plan Commercial land use designation and within the General Commercial (C-2) zoning designation.

As shown in Attachment C-1 and C-2, *Floor Plans*, the proposed retail cannabis business would be the first phase of the third building and be built before the cultivation facility and be completely partitioned off. As shown in Attachment D1, the previously approved floorplan is being amended to include a consumption lounge. As such, the additional cannabis use within the existing cannabis business will not require additional services for sewer and water. The retail business would contain a Customer Check-In Room (50 sq. ft.), a Retail Floor (155 sq. ft.), a Customer Seating Area (225 sq. ft.), a Vault Room (228 sq. ft.), an Office (75 sq. ft.), a foyer (160 sq. ft.), and a Break Room (63 sq. ft.) and bathrooms. Access to the site is unchanged and is provided via Columbus Drive and would provide a total of 31 onsite parking spaces including one (1) Americans with Disability Act (ADA) parking space.

Hours of operation for the consumption cannabis business would be from 10 am to 7 pm, seven days a week and would employ a total of 6 employees under three shifts. Traffic from this Retail

and Consumption Lounge Cannabis Business is expected to generate 10-20 vehicle trips per day.

On October 4, 2023, the Planning Commission held a duly noticed and advertised public hearing for the amendment to Resolution No. 2022-75 adding a Cannabis Consumption to the existing 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive. The addition of a consumption lounge was recommended for approval by unanimous vote.

Conditional Use Permit Findings.

In accordance with Section 94.07, the Planning Commission must make the following findings for a Conditional Use Permit:

- A. *That the requested permit is within its jurisdiction according to the table of permissible uses.*

FINDING: The project site is zoned General Commercial (C-2) and a consumption lounge is permitted in the C-2 Zone with a Conditional Use Permit (CUP) and a Regulatory License in accordance with City Code Section 12A.

- B. *The Application is Complete*

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed construction of a two-story 2,399 cannabis consumption business within the permitted cannabis business.

- C. *The development is in general conformity with the Needles General Plan.*

FINDING: The proposed project, a cannabis consumption business, is consistent with uses identified in the General Plan Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cannabis consumption businesses to operate within the General Commercial (C-2) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval require the cannabis consumption within the proposed 2,399 square foot cannabis business. The proposed cannabis consumption business is in addition to the previously approved cannabis retail and cultivation businesses.

- D. *The development is in harmony with the area in which it is located.*

FINDING: The project site is located in a developed portion of the city. The project site is located on a developed 2.17-acre parcel. The project has involved the demolition and removal of the previously existing 2,810 square foot building for the proposed construction of a two-phase project. Phase I includes the construction of a proposed 2,399-cannabis consumption business within an already approved cannabis retail business within Building 3. The Project site was previously entitled through CUP 10-19-2022-1 PC for a 2,399 sq. ft. cannabis retail business and is adding cannabis consumption to Phase I. Phase II includes the development of a

21,731 Sq. Ft. Cannabis Cultivation Facility. The project is located in a partially developed area with open desert to West (beyond Buildings 1 and 2) a fast-food restaurant to the South, and Interstate 40 to the North and East.

Traffic from this cannabis consumption business will include 5 additional parking spaces for the cannabis consumption business to the already approved 3 parking spaces for the cannabis business. On-site parking will include 30 onsite parking spaces through the completion of the entire project. The proposed exterior design and color tone of building three (3) business will include architectural enhancements to match and complement the existing exterior design and color tone of the existing two buildings (Buildings 1 and 2).

E. The development will not materially endanger the public health or safety.

FINDING: The project is located in a developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting and security systems for the 2,399 square foot cannabis consumption business are in place for health and safety purposes.

F. The development will not substantially injure the value of adjoining or abutting properties.

FINDING: The project site is zoned General Commercial (C-2). The area to the North across Interstate 40 freeway is zoned Highway Commercial (C-3), to the South zoned General Commercial (C-2), to the East, across Interstate 40 freeway zoned General Commercial (C-2), Two-Family Residential (R-2), and Commercial Residential Resort (CRR) and to the West zoned Open Space (O) and General Commercial (C-2). The project has been conditioned to install landscaping with plant species in accordance with the City's adopted planting palette. These requirements would assist in maintaining the value of adjoining and/or abutting properties. The Project will add a cannabis consumption business to the already permitted cannabis business.

Public Notification: A public hearing notice was published in the Needles Desert Star on Wednesday, September 20, 2023. Notices were also sent to property owners within 300 feet of the proposed project and posted in two conspicuous locations.

Environmental: This project is categorically exempt under Section 15332(a-e), Class 32. A project is considered exempt from CEQA under Class 32 if it is consistent with the applicable General Plan designation and policies, and applicable zoning; occurs within city limits on a project site of no more than five acres in size; has no value as habitat for endangered, rare or threatened species; does not result in significant effects of relating to traffic, noise, air quality or water quality and can be adequately served by all required utilities and public services. This project is also categorically exempt under Section 15301, Class 1(l). A project is considered exempt from CEQA under Class 1(l) if it involves the demolition and removal of individual small structures listed in this subdivision where the project contains either a store, motel, office, restaurant, or similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use. Section 15301 exempts the conversion of

existing facilities involving negligible or no expansion of use beyond that of the existing use. Section 15302 exempts replacement or reconstruction where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity. The project adds a new use, consumption lounge, which only requires tenant improvements within the existing and approved site plan building footprint.

Fiscal Impact:

1. The 10% of gross sales of medical cannabis business tax (voter approved (2012)).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: This project is categorically exempt under Section 15332(a-e), Class 32. A project is considered exempt from CEQA under Class 32 if it is consistent with the applicable General Plan designation and policies, and applicable zoning; occurs within city limits on a project site of no more than five acres in size; has no value as habitat for endangered, rare or threatened species; does not result in significant effects of relating to traffic, noise, air quality or water quality and can be adequately served by all required utilities and public services. This project is also categorically exempt under Section 15301, Class 1(I). A project is considered exempt from CEQA under Class 1(I) if it involves the demolition and removal of individual small structures listed in this subdivision where the project contains either a store, motel, office, restaurant, or similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use.

Recommended Action: Approve Resolution 2023-55, Approving an Amendment to Resolution No. 2022-75 Adding Cannabis Consumption to the existing 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-40-0000 in the C-2 General Commercial Zone.

Submitted By: Patrick Martinez, City Manager
Nancy Huff, Development Services Director

City Management Review:  **Date:** 10-6-2023

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

Agenda Item: 3

RESOLUTION 2023-55

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
APPROVING AMENDMENT TO CITY COUNCIL RESOLUTION 2022-75 ADDING
CANNABIS CONSUMPTION TO THE EXISTING 2,399 SQ. FT. RETAIL CANNABIS
BUSINESS TO BE LOCATED AT 2701 COLUMBUS DRIVE ALSO KNOWN AS APN
0660-081-40-0000 IN THE C-2 GENERAL COMMERCIAL ZONE.**

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

WHEREAS, on November 22, 2022, City Council Ordinance No. 656-AC was approved allowing cannabis cultivation in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the parcel being considered for cannabis cultivation is currently zoned C-2 "General Commercial" for APN 0660-081-40-0000; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on September 20, 2023, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on October 4, 2023, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the Conditional Use Permit **RESOLUTION 10-04-2023-2 PC**; and was recommended for approval unanimously, and,

WHEREAS, Conditional Use Permit 10-19-2022-1 has been amended to include conditional uses specific to the consumption lounge additional use; and

WHEREAS, on October 10, 2023, the Needles City Council held a duly noticed and advertised public hearing for approving an Amendment to City Council Resolution No. 2022-75 adding Cannabis Consumption to the existing 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-40-0000 in the C-2 General Commercial Zone.

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

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

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

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15332(a-e) - Class 32, Sections 15301 – Existing Facilities, and Section 15302 – Replacement or Reconstruction. A project is considered exempt from CEQA under Class 32 if it is consistent with the applicable General Plan designation and policies, and applicable zoning; occurs within city limits on a project site of no more than five acres in size; has no value as habitat for endangered, rare or threatened species; does not result in significant effects of relating to traffic, noise, air quality or water quality and can be adequately served by all required utilities and public services. This project is also categorically exempt under Section 15301, Class 1(l). A project is considered exempt from CEQA under Class 1(l) if it involves the demolition and removal of individual small structures listed in this subdivision where the project contains either a store, motel, office, restaurant, or similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use. Section 15301 exempts the conversion of existing facilities involving negligible or no expansion of use beyond that of the existing use. Section 15302 exempts replacement or reconstruction where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity. The project adds a new use, consumption lounge, which only requires tenant improvements within the existing and approved site plan building footprint.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to approve a Conditional Use Permit, according to the criteria specified in Section 94.07(d) of the Needles City Code:

- A. *That the requested permit is within its jurisdiction according to the table of permissible uses.*

FINDING: The project site is zoned General Commercial (C-2) and a consumption lounge is permitted in the C-2 Zone with a Conditional Use Permit (CUP) and a Regulatory License in accordance with City Code Section 12A.

Additionally, the retail and cultivation of cannabis as uses have already been approved, Conditional Use Permit 10-19-2022-1. The addition of the consumption lounge does not not create a hazard to health, safety, and welfare or degrade property values or create incompatibility with surrounding uses.

- B. *The Application is Complete*

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed construction of a two-story 2,399 cannabis retail and

consumption business within the permitted cannabis business of its corresponding zone.

- C. *The development is in general conformity with the Needles General Plan.*

FINDING: The proposed project, a cannabis consumption business, is consistent with uses identified in the General Plan Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cannabis consumption businesses to operate within the General Commercial (C-2) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval require the cannabis consumption within the proposed 2,399 square foot cannabis business. The proposed cannabis consumption business is in addition to the previously approved cannabis retail and cultivation businesses.

- D. *The development is in harmony with the area in which it is located.*

FINDING: The project site is located in a developed portion of the city. The project site is located on a developed 2.17-acre parcel. The project has involved the demolition and removal of the previously existing 2,810 square foot building for the proposed construction of a two-phase project. Phase I includes the construction of a proposed 2,399-cannabis consumption business within an already approved cannabis retail business within Building 3. The Project site was previously entitled through CUP 10-19-2022-1 PC for a 2,399 sq. ft. cannabis retail business and is adding cannabis consumption to Phase I. Phase II includes the development of a 21,731 Sq. Ft. Cannabis Cultivation Facility. The project is located in a partially developed area with open desert to West (beyond Buildings 1 and 2) a fast-food restaurant to the South, and Interstate 40 to the North and East.

Traffic from this cannabis consumption business will include 5 additional parking spaces for the cannabis consumption business to the already approved 3 parking spaces for the cannabis business. On-site parking will include 30 onsite parking spaces through the completion of the entire project. The proposed exterior design and color tone of building three (3) business will include architectural enhancements to match and complement the existing exterior design and color tone of the existing two buildings (Buildings 1 and 2).

- E. *The development will not materially endanger the public health or safety.*

FINDING: The project is located in a developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting and security systems for the 2,399 square foot cannabis retail and consumption business are in place for health and safety purposes.

- F. *The development will not substantially injure the value of adjoining or abutting properties.*

FINDING: The project site is zoned General Commercial (C-2). The area to the North across Interstate 40 freeway is zoned Highway Commercial (C-3), to the South zoned General Commercial (C-2), to the East, across Interstate 40 freeway zoned General Commercial (C-2), Two-Family Residential (R-2), and Commercial Residential Resort (CRR) and to the West zoned Open Space (O) and General Commercial (C-2). The project has been conditioned to install landscaping with plant species in accordance with the City's adopted planting palette. These requirements would assist in maintaining the value of adjoining and/or abutting properties. The Project will add a cannabis consumption business to the already permitted cannabis business.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION NO. 2023-55**

SECTION 4. The City Council HEREBY APPROVES Resolution **2023-55**, Approving Conditional Use Permit No. 10-04-2023-4, amending City Council Resolution No. 2022-75 adding a cannabis consumption business within Building 3 envelope, located at 2701 Columbus Drive also known as APN 0660-081-40-000, in the C-2 General Commercial Zone.

1. Conditional Use Permit ("CUP") No. 10-04-2023-2 PC conditionally authorizes one 2,399 square foot cannabis consumption business within building 3 located at 2701 Columbus. This CUP does not authorize the use of a Cooperative/Collective, Manufacturing, Distribution, Cultivation Facility or Testing Laboratory at this site. These Conditions of Approval shall apply to the consumption of cannabis and the establishment of the cannabis consumption business only.
2. The Applicant/Owner/Operator, and his/her/its successor(s) in interest ("Applicant") shall comply with all conditions of this CUP, including the Needles Municipal Code ("Municipal Code") and Chapter 12A thereof, the City Zoning Code, including Article IV and Section 94 thereof, and all applicable laws, policies, rules and regulations of the City, County, and State; and shall comply with any requirements associated with this approval or with the issuance of any Consumption License as required by Chapter 12A of the Municipal Code.
3. This CUP is issued in accordance with the provisions of the Municipal Code, and all development subject to the CUP shall occur strictly in accordance with the CUP plans and applications approved by the City. Failure to implement and maintain all provisions of these conditions of CUP approval shall be deemed grounds for revocation.

4. The CUP is issued contingent upon the Applicant's compliance with the provisions of Municipal Code Chapter 12A, and the issuance of all applicable permits and licenses in connection therewith, including, without limitation, a Cannabis Consumption Regulatory License, prior to the issuance of a Certificate of Occupancy pursuant to this CUP.
5. The approval for CUP No. 10-04-2023-2 PC is subject to the six (6) month expiration provisions of Section 94.13(a) of the City's Zoning Code, and will expire on **04-04-24**.
6. The permit issuing authority may extend for a period of up to six (6) months, the date when the permit would otherwise expire pursuant to 94.13(a) if it concludes that: (1) the permit has not yet expired; (2) the permit recipient has proceeded with due diligence and in good faith; and (3) conditions have not changed so substantially as to warrant a new application.
7. The Applicant shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the Applicant and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. As a condition of this approval, the Applicant or its authorized representative shall:
 - (a) Execute an agreement to defend (with legal counsel of the City's choice), indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation(s) of federal law associated with the permitting, licensing, approval, and/or operation of the Dispensary; and
 - (b) Maintain insurance in the minimum amount of \$1 million per claim and \$2 million in the aggregate; and
 - (c) Name the City as an additional insured on all City required insurance policies; and
 - (d) Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of the Dispensary.
8. All development on the project site shall be in compliance with all applicable provisions of the City's Municipal Code and all applicable provisions of the

adopted and applicable Building, Construction and Fire Codes, the Americans with Disabilities Act, and all City building, zoning, business, and health regulations. All new construction shall obtain appropriate building permits and comply with the requirements of the Planning, Building, and Fire Departments.

9. With the exception for amendments and/or modifications that are consistent with Section 94.15 of the City's Zoning Code, anything not shown on the CUP application or the Site Plan, or which is not specifically approved herein, or which is not in compliance with the CUP, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted hereunder null and void. Construction (if any) shall cease until all requirements of this CUP are complied with, and development entitlements may be withheld until any Code violations are abated.
10. No Certificate of Occupancy shall be granted until all Conditions of Approval have been completed and approved by the City and Fire Department unless otherwise identified herein, and all offsite improvements have been completed and accepted by the City.
11. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit a notarized affidavit acknowledging acceptance of the conditions of this CUP. This authorization shall become void, and any privilege, permit, or other authorization granted under these entitlements shall be deemed to have lapsed if compliance with this condition has not been undertaken within the specified time limits.
12. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.
13. The Applicant shall pay all established service, permit, impact, environmental, and other applicable fees required by the City as a condition of this CUP.
14. The Applicant shall at all times comply with any applicable State law, including but not limited to: the Compassionate Use Act (Proposition 215), the Medical Cannabis Program Act (Senate Bill 420), the Medicinal and Adult-Use Cannabis Regulation and Safety Act, and any other State or California Constitutional provision, whether now or later adopted, including any location restrictions.
15. The Applicant shall apply for and obtain a Cannabis Retail License prior to operating the cannabis consumption business conditionally authorized by this CUP, and shall at all times comply with the provisions of such license and applicable City Codes and regulations. The revocation or suspension of any required regulatory license shall operate to suspend all operations.

16. Applicant must comply with the recommendations and conditions of the City Manager or his/her designee prior to issuance of any building permits. All development pursuant to this CUP must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
17. A Management, Operations, and Security Plan shall be reviewed, and approved by the City Manager (or Designee) and City Building Official prior to Building Permit Issuance. Installation of security measures, including those listed below must be completed, inspected, and approved by the City Manager (or Designee) and City Building Official prior to issuance of a Certificate of Occupancy.
18. During grading activities and in the event of an accidental discovery or recognition of any human remains during project construction activities, Public Resources Code (PRC) Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:
 - There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, then the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98, or
 - Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the property in a location not subject to further subsurface disturbance:
 - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission;
 - The descendant identified fails to make a recommendation; or
 - The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC.
19. No nuisance water shall escape the Project Site onto public streets or adjacent properties.

20. Building 3 shall not exceed 2,399 square feet, as authorized pursuant to the CUP. In the event that State law further restricts or limits these requirements, the cannabis business shall comply with all requirements imposed by State law and consistent with any State issued permit or license.
21. Consumption operations shall not adversely affect the health or safety of the nearby residents, businesses or properties by creating offensive odors, dust, glare, heat, noise, smoke, traffic, vibration, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby properties or areas open to the public, and shall not be hazardous due to use or storage of materials, processes, products or wastes. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.
22. All cannabis and cannabis products shall be stored in a secured manner within the cannabis business during business and non-business hours.
23. The Project site (Building 3) shall be painted with earthen tones for the building's siding.
24. Any exposed metal surfaces to the building shall be masked with architectural treatment. At all times the building shall be maintained with appropriate paint or exterior treatment.
25. Electric meter and main disconnect to be installed on exterior of building.
26. Water and wastewater capacity fees will be paid prior to Certificate of Occupancy.
27. City of Needles Development Impact Fees will need to be paid prior to Certificate of Occupancy.
28. At any time building permits are applied for at this site, whether for external or internal changes, new site and interior drawings are required to be submitted prior to receiving a building permit.
29. A Final Water Quality Management Plans shall be submitted to the Engineering Department for review and approval prior to issuance of any grading permit.
30. A final Hydrology Study shall be submitted to the Engineering Department for review and approval prior to the issuance of any grading permit. Hydrology study shall include all calculations required for any proposed retention facility.
31. A grading plan shall be prepared and submitted to the Engineering Department for review and approval prior to any disturbance of soil within the project boundaries. The grading plan shall include all details needed to

provide any retention facilities identified as necessary for the project by either the Hydrology Study or Water Quality Management Plan.

32. No construction shall occur within public Right-of-Way prior to issuance of an Encroachment Permit from the Engineering Department.
33. The Cannabis Consumption Lounge shall develop a security plan including the following measures:
 - a. The Cannabis Consumption Lounge shall prevent individuals from remaining on the premises of the Cannabis Consumption Lounge if they are loitering or otherwise not engaging in activity expressly related to the operations of the Cannabis Consumption Lounge;
 - b. The Cannabis Consumption Lounge shall establish limited access areas accessible only to authorized personnel;
 - c. Digital security cameras shall be installed and maintained in good condition and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the City Manager or Designee.

The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, storage areas, all doors and windows, all areas where Cannabis Consumption Lounge staff and volunteers will interact or engage in transactions with members, all exterior parking areas and any other areas as determined by the City Manager or Designee.

Recordings made by the security cameras shall be made available to the City Manager or Designee upon request.

Nothing in this section shall compel a Cannabis Consumption Lounge or require the City to voluntarily disclose or deliver said recording to any Federal government entity or agency absent a court order or subpoena;

- d. Cannabis Consumption Lounge premises shall be alarmed with an alarm system that is operated and monitored by a properly licensed security company. Any security personnel, armed personnel and armed security personnel of the Cannabis Consumption Lounge shall have and possess on their person any required federal, State and local permits and licenses.
- e. The entrance to the Cannabis Consumption Lounge and any storage areas shall be secured at all times, and under the control of Cannabis Consumption Lounge staff.

- f. The business entrance(s) and all window areas shall be illuminated during evening hours. The Cannabis Consumption Lounge shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed;
- g. All windows on the building that house the Cannabis Consumption Lounge shall be appropriately secured and tinted to ensure cannabis smoking, ingestion and consumption is not visible from any place where persons under the age of 21 are permitted.

34. The Cannabis Consumption Lounge shall comply with the U.S. Department of Justice guidelines/priorities, including those prohibiting:

- a. Distribution of Cannabis to minors;
- b. Providing revenue from the sale of Cannabis to criminal enterprises, gangs and/or cartels
- c. Diverting Cannabis from a state where it is legal under state law to a state where it is illegal;
- d. Using Cannabis activity as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- e. Using or engaging in violence or use of firearms in the cultivation and/or distribution of Cannabis;
- f. Contributing to drugged driving and/or the exacerbation of other adverse public health consequences associated with Cannabis use;
- g. Growing Cannabis on public lands and the attendant public safety and environmental dangers posed by Cannabis production on public lands; and/or
- h. Possessing or use of Cannabis on federal property;

35. There shall be no on-site sales of alcohol or tobacco, and no on-site consumption of alcohol or tobacco products by patrons or employees. The ingestion of food items infused with Cannabis is permitted.

36. Cannabis consumption areas shall notify patrons of the following verbally and through posting of a sign in a conspicuous location readily visible to persons entering the premises:

37. Entry into the premises by persons under the age of twenty-one is prohibited.

38. Cannabis consumption areas shall only provide Cannabis to an individual in an amount reasonable for on-site consumption and consistent with personal possession and use limits allowed by the States.
39. Only Cannabis consumables purchased directly from the Retail Cannabis Business are allowed in the Cannabis consumption lounge.
40. Cannabis consumables purchased directly from the Retail Cannabis Business and brought into the Cannabis consumption lounge must be consumed on site and not removed from the premises.
41. Cannabis consumption areas shall have a responsible person on the premises to act as manager and supervise employees at all times during business hours.
42. An odor absorbing ventilation and exhaust system must be installed so that odor generated inside the business is not detected outside the property or lease area boundaries, or anywhere on adjacent property or public right-of-way, or within any other not located within the same building as the Cannabis use.
43. Cannabis consumption areas shall be well-ventilated private areas that are partitioned off from access to all other areas of the retail establishment and are designed to prevent the flow of smoke to any other area of the establishment.
44. The Cannabis consumption area shall do the following to encourage appropriate patron conduct:
 - a. Make an announcement at closing requesting patrons to respect the residents of the adjacent residential neighborhoods by being quiet when leaving.
 - b. Post signs at locations clearly visible within the consumption area and at both on and off-site parking areas, requesting patrons to respect residents of adjacent residential neighborhoods by being quiet when leaving:
 - c. Initiate a last call process prior to closing and identify the disposal process for unused cannabis.
 - d. Cut off services to impaired patrons and provide information on car services.
45. Employee training and Customer education:
 - a. The business shall train their employees about the various products the Retail Cannabis Business sells, including potency of the products, absorption time, and effects of the products

- b. Employees shall educate all customers as to the items mentioned in the above subsection (a) in an effort to ensure responsible consumption
- 46. The structure housing the consumption area shall be adequately soundproofed so that interior and exterior noise is not audible beyond the property line.
- 47. The management of the consumption area shall:
 - a. Place and properly maintain solid waste receptacles and recycling bins, in sufficient numbers and locations to service the needs of the proposed use at peak business periods
 - b. Ensure that the consumption area property and all areas within at least one hundred feet of the consumption area are free of any waste or litter generated by the use, by 7:00 a.m. following each night of operations.
- 48. The Cannabis Consumption Lounge shall only be open between the hours of 6:00 a.m. and 10:00 p.m.
- 49. There will be no after-hour gatherings such as social functions before opening or after the close of business. Exceptions would include sanctioned employee meetings, performing inventory operations, or pre-approved tours or inspections.
- 50. Permittee must install "No loitering or soliciting" signs delineating state penal codes and city ordinances in and around the premises, including parking lots
- 51. All doors within the business must be self-closing and not propped open during business hours
- 52. In the event of a power outage, Permittee shall temporarily close the business until all systems, including security cameras, and point of sale registers, are back on-line.
- 53. Security guards must be in uniform and readily identifiable. No security guard must be operating in an "undercover" capacity without prior notification to law enforcement. All security personnel shall be in possession of a state-mandated guard card and relevant endorsements.
- 54. Pursuant to Bureau of Cannabis Control regulation 5042, Permittee must maintain a record of all authorized individuals who are not employees of the licensee who enter the Limited-access Areas. The record shall include the name of the individual, the company the individual works for, the reason the individual entered the Limited-access Area, the date, and the times the individual entered and exited the Limited-access Area. These records shall be made available to the City Manager or designee immediately upon request.

55. Permittee must ensure all on-site personnel will wear visible identification cards on their persons while on the property. The City of Needles Code Enforcement Department will issue badges to each employee. The identification card will include a photo, the employee's name, and hire date. The identification card will be presented to law enforcement or any City official upon request.
56. Permittee must ensure literature is available to all customers/clients explaining the dangers of driving under the influence of Cannabis.
57. Permittee must ensure literature will be available regarding the dangers of not properly storing and making Cannabis accessible to small children and pets.
58. Prior to occupancy, Permittee must install fire extinguishers in accordance with the Fire Code. The placement of extinguishers shall be subject to review and approval by the San Bernardino County Fire Dept.
59. Prior to occupancy, Permittee must install exit signs, which shall be readily visible from any location. A backup power source must be provided.
60. Main entrance doors may have a key locking device only and be labeled "Doors to remain unlocked during business hours". All other exit doors shall be provided with hardware that does not require any special use or knowledge.
61. Cannabis shall be kept in a secured manner during business and nonbusiness hours;
62. All Cannabis shall be properly labeled and kept in a tamper-evident package in accordance with State law, as may be amended from time to time;
63. Signage for the Cannabis Consumption Lounge shall comply with the City sign ordinance and any amendments thereto;
64. Alcoholic beverages shall not be provided, sold, stored, kept, located, dispensed, distributed, or consumed on the Premises. The Cannabis Consumption Lounge shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages;
65. Access to the Premises of a Cannabis Consumption Lounge engaged in adult-use shall be limited to individuals who are at least 21 years of age.
66. The Premises and building in which the Cannabis Consumption Lounge is located, as well as the operations conducted therein, shall fully comply with all applicable building codes, all applicable State and Federal environmental laws, the Americans with Disabilities Act, the Act, Program and Guidelines; the Medical and Adult Use Cannabis Regulation and Safety Act, as may be amended from time to time;

67. The Cannabis Consumption Lounge shall not be operated within: a residence; within six hundred (600) feet of a school, recreation center or youth center; or within two hundred (200) feet of a public playground, park (meaning a children's park where there is playground equipment or other youth athletic or sports facilities, but not including a "way-side" park or rest stop), child care or day care facility, or church. All distances shall be the horizontal distance measured in a straight line, without regard to intervening structures or topography, from the property line of the uses described in this Subsection to the closest property line of the lot on which the Cannabis Consumption Lounge is located;
68. Operations of the Cannabis Consumption Lounge shall not cease for more than ninety (90) calendar days;
69. The Cannabis Consumption Lounge shall provide the City, or allow the City inspection of, the security recordings, the activity logs, sales and revenue records, documents and any other required reports, and financial and sales data requested by the City;
70. The Applicant shall provide adequate lighting above all entrances and exits to the proposed building entrances and exits, as well as all parking areas and walkways that are under the control of the Applicant.
71. All required lighting shall be of enough power to illuminate and make easily discernible the appearance and conduct of all persons within lighted areas during operating hours and shall be designed so as to direct light and glare onto the premises only. Said lighting and glare shall be shielded to deflect lighting away from all adjoining properties and down-cast and shielded from sunset to sunrise to avoid nighttime glare.
72. During construction, the Applicant shall, at all times, maintain the project site free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days' notice by certified mail, the Applicant does not comply with a notice of violation issued during construction, the City may either cancel building or grading permits and/or implement nuisance abatement proceedings, including placing a lien on the property for costs of abatement.
73. Applicant shall locate outside trash bin(s) or trash cans in a secured, enclosed area; not to be seen by public view and shall be locked at all times.
74. All structures, building walls open to public view shall remain free of graffiti or other extraneous markings, drawing, or signage that was not approved by the City, unless directly related to the business being operated on the premises or otherwise providing pertinent information about said premises. In the event graffiti or other extraneous markings occur, the Applicant shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surface.

75. Prior to occupancy, the Applicant shall prepare and file with the County Fire Department and Sheriff's Department a detailed evacuation plan in the event of an emergency that details how the buildings will be secured and how first responders will gain access to the project site and buildings.
76. With the exception of Emergency Medical Care provided in the event of an accident or injury, Physician services shall not be provided on the premises.
77. No physical change, alteration, or modification of the premises of the Cannabis Consumption Lounge is allowed that materially or substantially alters the permitted use or the approved site plans. Material changes include, but are not limited to, an increase or decrease in the total square footage of the Cannabis consumption lounge, or the addition, sealing of, or relocation of a wall, common entryway, doorway, or other means of ingress and/or egress to the Cannabis Consumption Lounge.
78. The Applicant shall identify the on-site manager(s) of the Cannabis Consumption Lounge to whom notice of operational issues may be provided. The Cannabis Consumption Lounge shall make every good faith effort to encourage residents, businesses, or members of the public to call the Cannabis Consumption Lounge Manager as a first step to resolving operating problems, if any, before calls or complaints are lodged with the Sheriff's or Planning Department.
79. The Applicant shall enter into an agreement with the City that fully reimburses the City for all costs incurred by the City, resulting from a legal challenge (or federal or state enforcement action) related to the City's approval or regulation of the Cannabis Consumption Lounge and/or operation thereof.
80. The City Manager, or the City Manager's designee, shall have the right to enter the Cannabis Consumption Lounge from time to time for the purpose of making reasonable inspections to observe and enforce compliance with these conditions of approval and all laws of the City and State of California.
81. Operation of the Cannabis Consumption Lounge in violation of any condition(s) of this CUP approval or requirements of Chapter 12A of the Municipal Code or other City regulation or ordinance shall constitute a violation of the CUP and shall be enforced pursuant to the provisions of thereof.
82. If any condition of approval of this CUP is held or declared to be invalid by a court of competent jurisdiction, the entire Project and CUP may be reviewed and substituted and/or additional conditions may be imposed.
83. Any violation of these conditions of approval shall constitute grounds for revocation of the CUP.

84. The project shall be developed in conformance to the site plan drawing dated 03-07-2023. Any deviation from the approved plan shall require Planning Commission approval.
85. The project is required to be handicap accessible, with ADA compliant restrooms.
86. The Applicant must comply with the recommendations of the San Bernardino County Fire Department prior to issuance of any building permits. All development pursuant to this permit must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
87. The Cannabis Consumption Lounge shall be designed and maintained per manufacturer recommendations with a ventilation and air filtration system containing activated carbon filters, such as Phresh Filters, to ensure odors generated by the proposed Cannabis Consumption Lounge are not a nuisance.
88. The site will include 8 parking spaces. The facility is located within 100 ft. from a transit pickup point.
89. A temporary 6' wrought iron fence will be installed along Columbus until Phase II of the project. Phase II will utilize the second proposed building as the barrier between public and private activities. At that point, A 6' block wrought iron fence wall is proposed along the south and west sides of the building as well as at the northwest corner of the parcel.
90. On the fifth day of each month, the Cannabis Consumption Lounge shall provide the City Manager with a written report containing the following information:
 - a. The total gross revenue received from prior month's sales collected from entertainment, recreation; etc. that occurred in the cannabis consumption lounge
 - b. A copy of any sales tax reports provided to the State Board of Equalization and any other taxing agencies
91. The Applicant acknowledges that the Bureau of Reclamation ("BOR") Policy entitled "Use of Reclamation Water or Facilities for Activities Prohibited by the Controlled Substances Act of 1970", which may be amended and/or extended from time to time, prohibits the BOR from approving the use of Reclamation water or facilities to facilitate activities prohibited by the Controlled Substances Act, including the use of Reclamation facilities or water in the cultivation of Cannabis, and in the event the BOR becomes aware that Reclamation facilities or the water they supply are being used to facilitate cultivation of Cannabis, will report such action to the Department of Justice ("DOJ"). Applicant acknowledges and agrees that as a result of any determination by the BOR that water service constitutes Reclamation water or facilities or any action of the BOR or DOJ taken as a result of such determination, is beyond the reasonable control of the NPUA and/or the

City, and the NPUA and the City and its employees shall be free from any liability to the Applicant, its successors in interest, or any other interested party as a result thereof. The Applicant is required to take any action necessary as a result of any BOR determination or action related thereto, including obtaining additional sources of water for the Project. Any actions must be done in accordance with all applicable City Code provisions and regulations.

SECTION 5. This action shall become final and effective fifteen (15) days after this decision by the City Council, unless within such period, a written appeal is filed with the City Clerk for consideration by the City Council as provided by the Needles City Code.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2023 by the roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

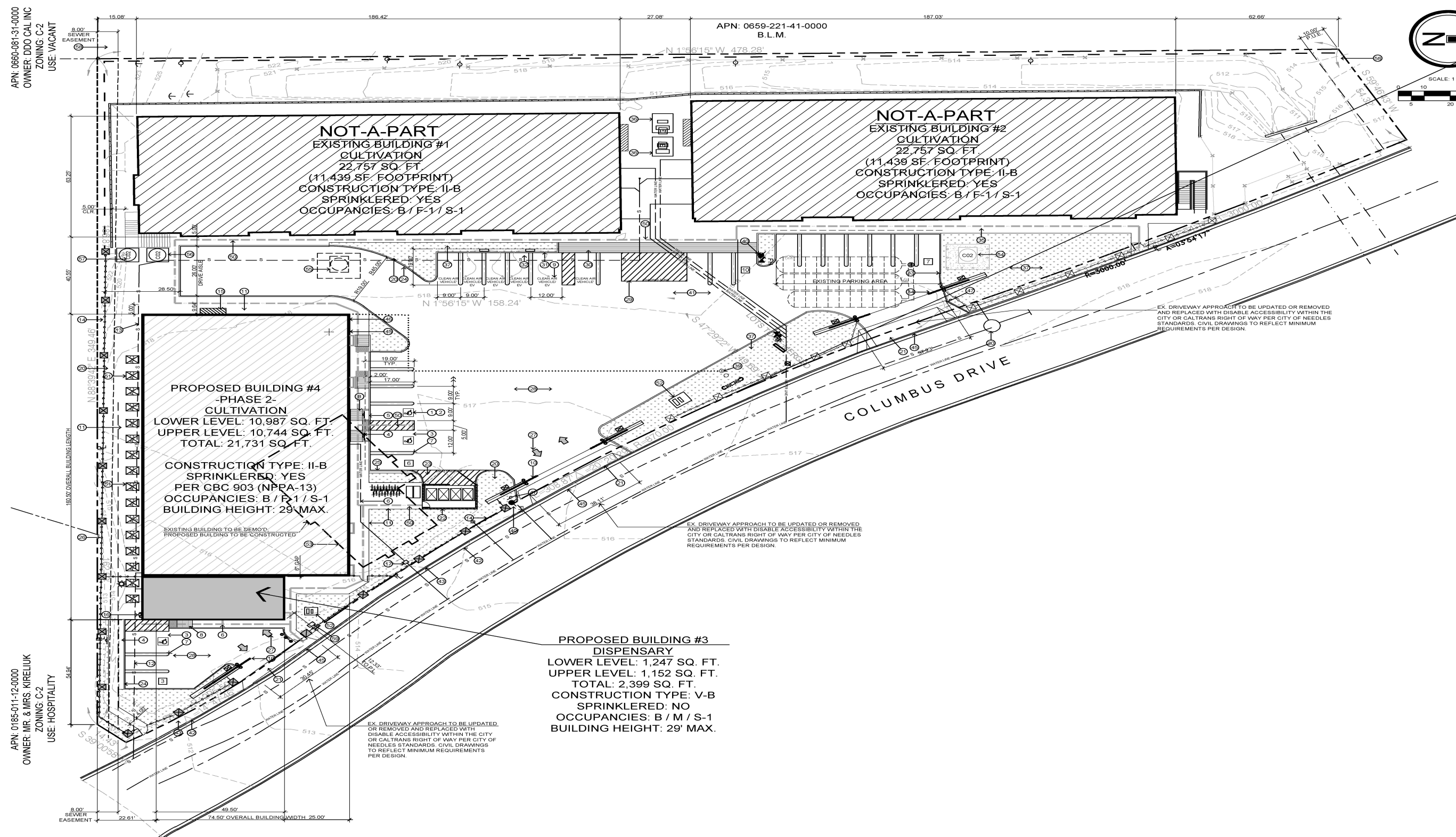
City Clerk

Approved as to form:

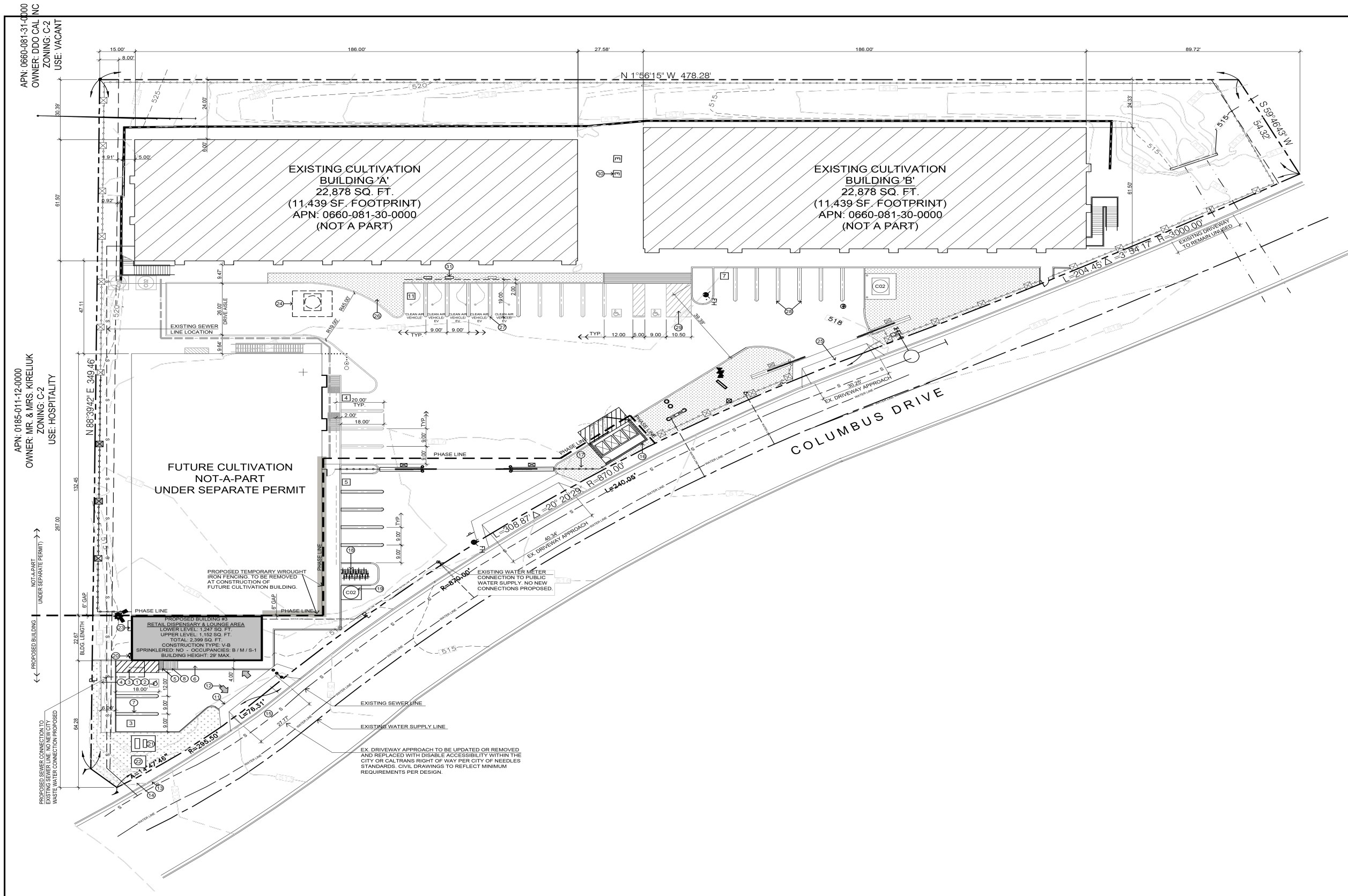
City Attorney



ATTACHMENT A: Project Location
APPLICANT: Jesse Dean Brown
SITE ADDRESS: 2701 Columbus



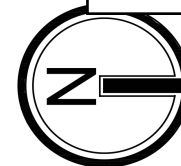
SITE ADDRESS: 2701 Columbus



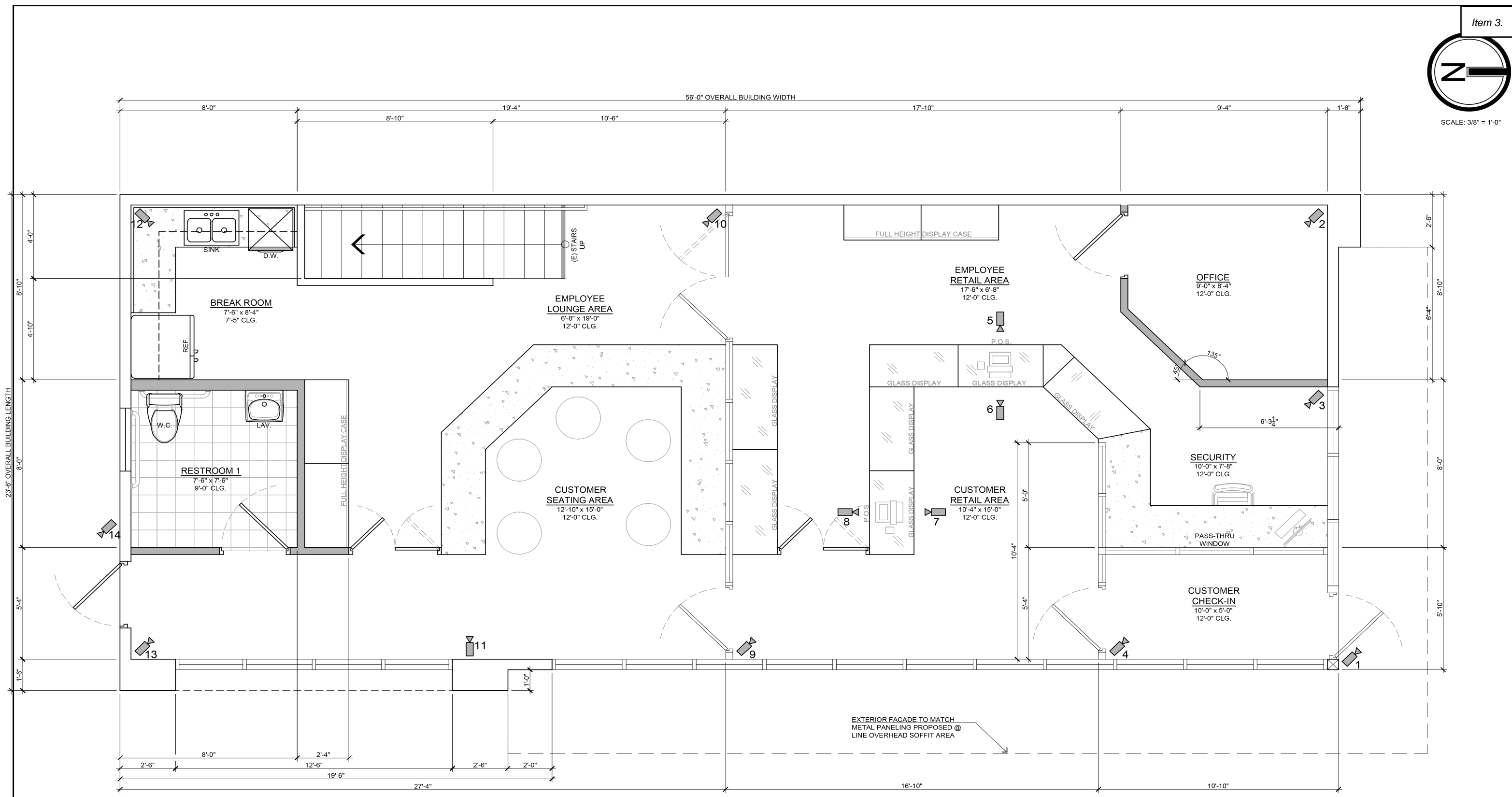
ATTACHMENT B-2: Proposed Site Plan

APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus



SCALE: 3/8" = 1'-0"



PROPOSED LOWER LEVEL FLOOR PLAN

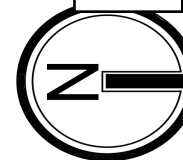
SCALE: 3/8" = 1'-0"



ATTACHMENT C-1: First Floor Plan

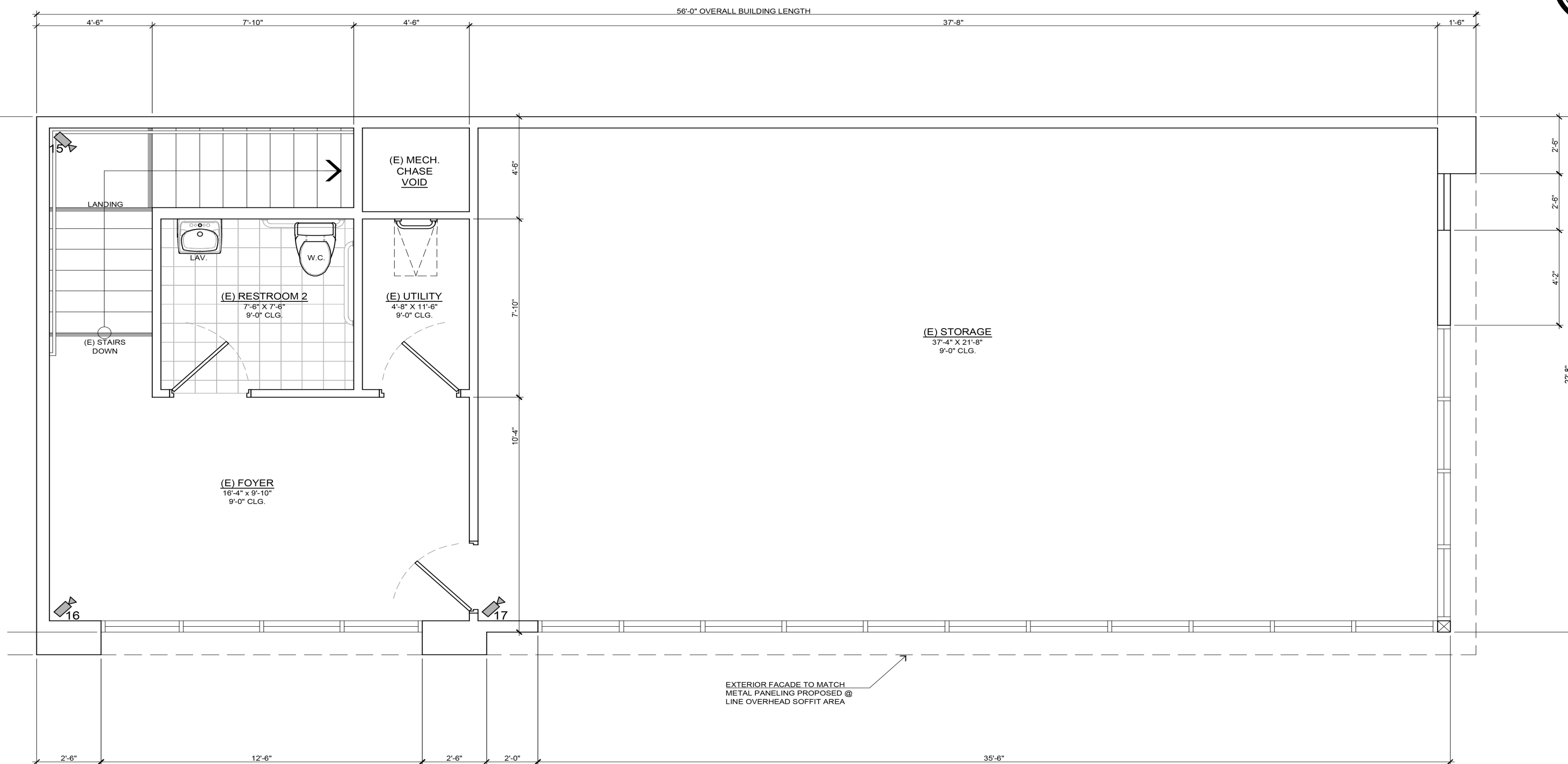
APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus



SCALE: 3/8" = 1'-0"

EXISTING UPPER LEVEL TO REMAIN UNCHANGED.



EXISTING UPPER LEVEL FLOOR PLAN

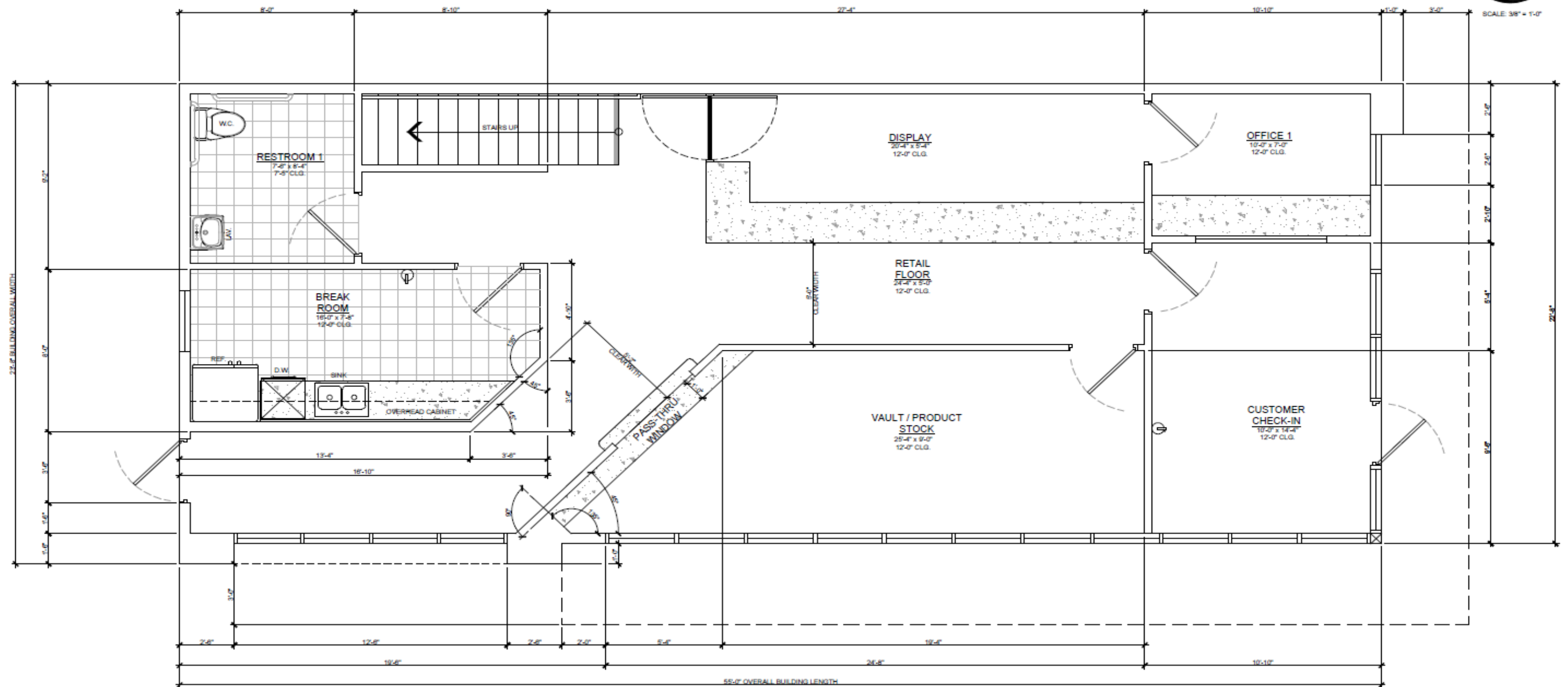
SCALE: 3/8" = 1'-0"



ATTACHMENT C-2: Second Floor Plan

APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus



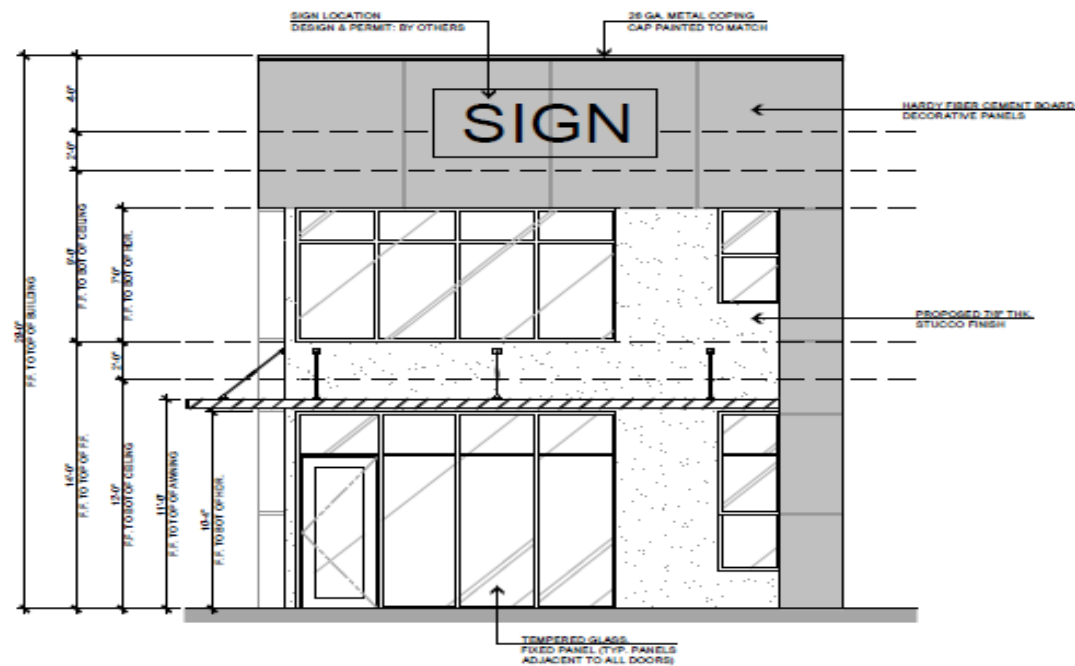
EXISTING LOWER LEVEL FLOOR PLAN
SCALE: 3/8" = 1'-0"



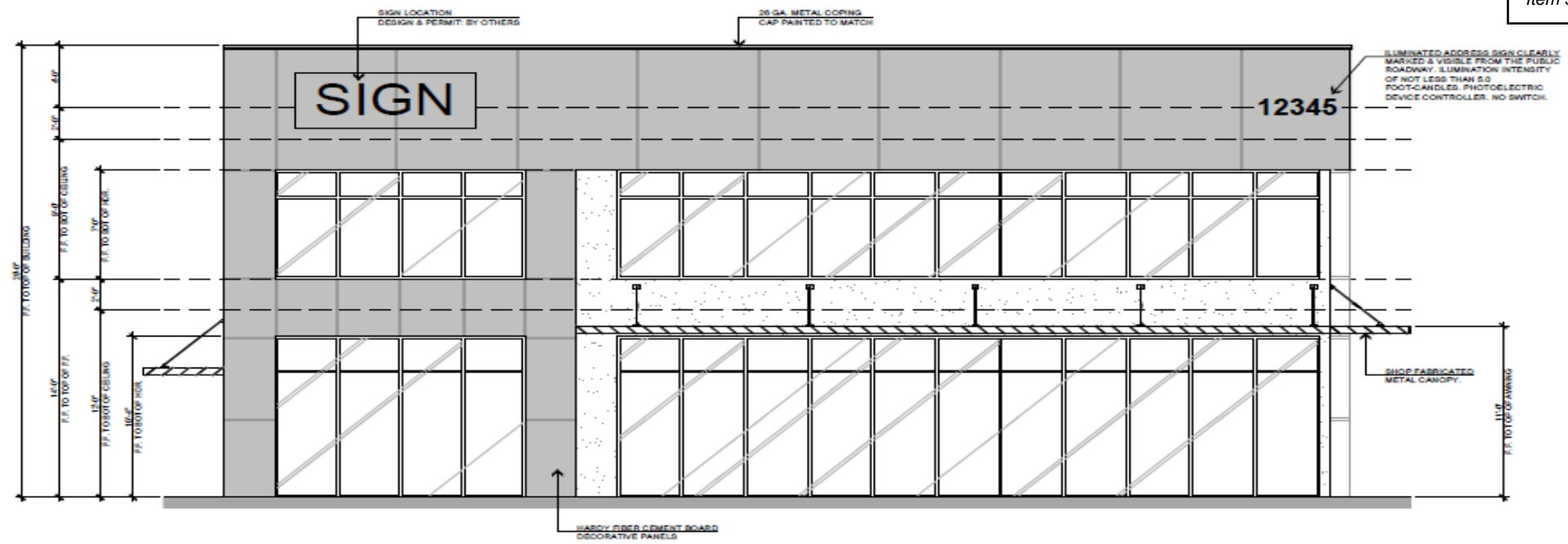
ATTACHMENT E-1: Previously Approved Floor Plan

APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus

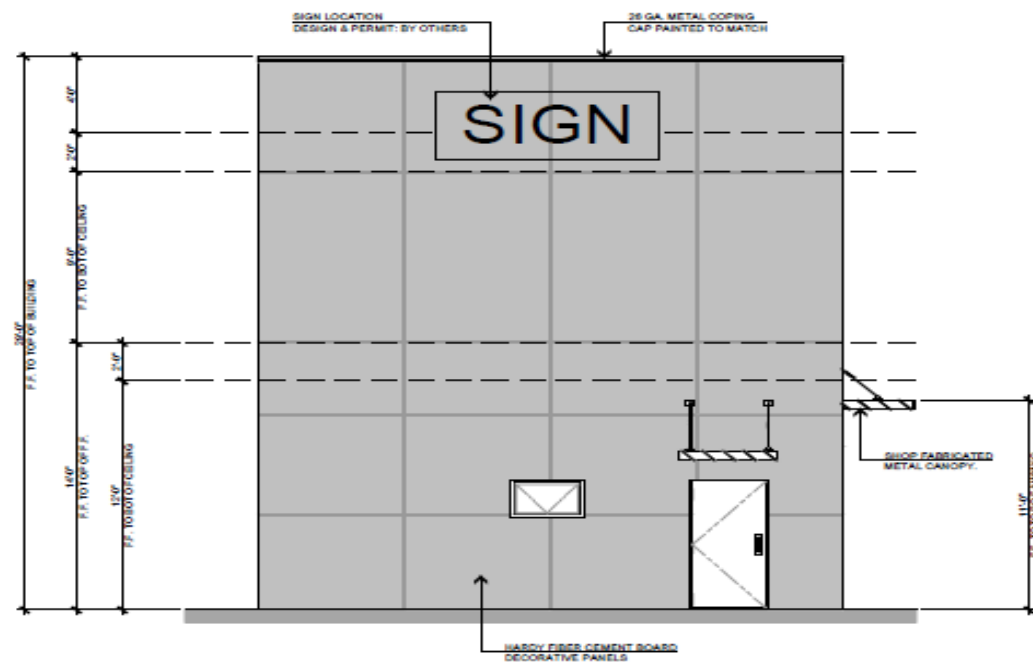


EXISTING FRONT ELEVATION - NORTH
SCALE: 1/4" = 1'-0"

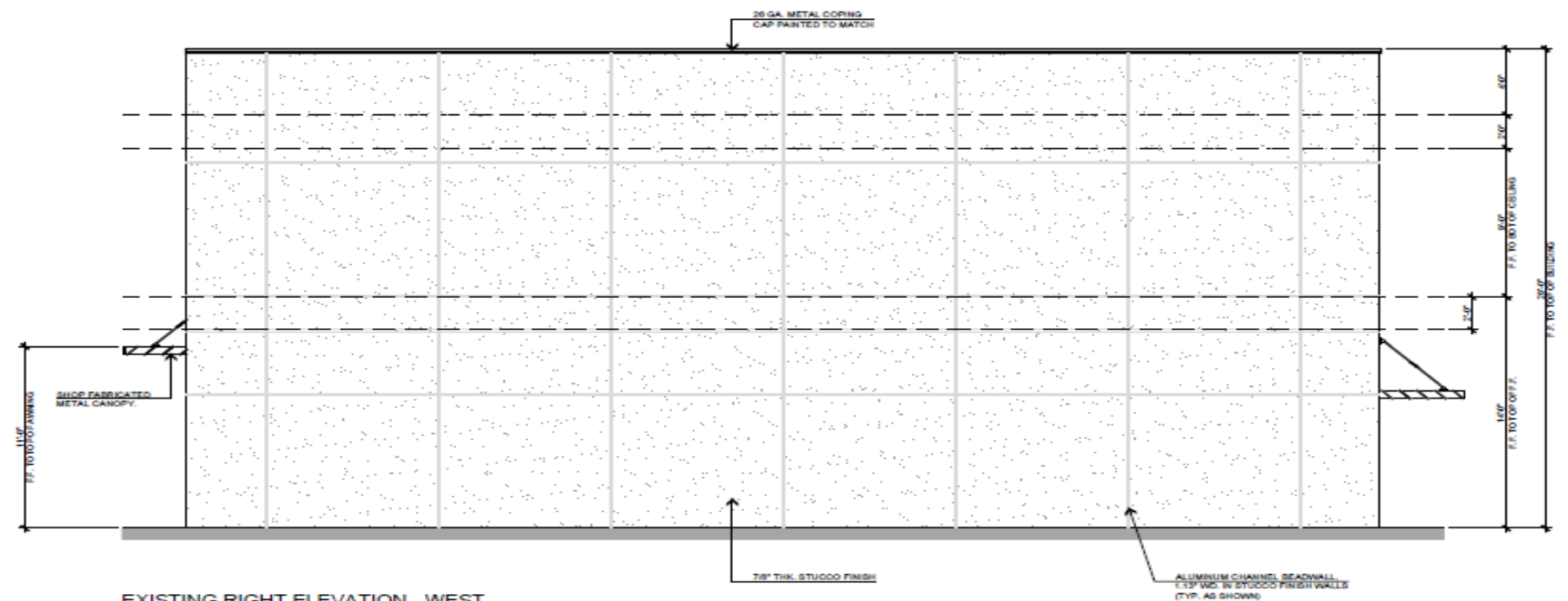


EXISTING LEFT ELEVATION - EAST
SCALE: 1/4" = 1'-0"

EXISTING EXTERIOR ELEVATIONS TO REMAIN UNCHANGED.



EXISTING REAR ELEVATION - SOUTH
SCALE: 1/4" = 1'-0"



EXISTING RIGHT ELEVATION - WEST
SCALE: 1/4" = 1'-0"



ATTACHMENT E-1: Elevation Plan

APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus



DISPENSARY
2701 COLUMBUS DR. - NEEDLES, CA.



ATTACHMENT G: Rendering
APPLICANT: Jesse Dean Brown
SITE ADDRESS: 2701 Columbus

CITY OF NEEDLES
APPLICATION FOR CONDITIONAL USE PERMIT
CANNABIS FACILITY
DISPENSARY AND/OR CONSUMPTION LOUNGE

Community Development Department
 817 Third Street; Needles, CA 92363
 760-326-3805

FILING PROCEDURES:

The application and attachments for a Use Permit must be completed as prescribed before it can be accepted for consideration.

Documents included:

1. Application for Use Permit
2. Checklist of required documents/drawings
3. California Environmental Quality Act (CEQA) Checklist
4. Templates for Water Will Serve and Electric Will Serve Letters
5. Concurrence Document for Payment of Electric Line Upgrades and Substations
6. San Bernardino County Fire Dept. CUP Application and Fee

Required Fees

- 7a. Land Use Entitlement Deposit - \$35,000 excluding CEQA Fees – vacant land
- Or
- 7b. Land Use Entitlement Deposit - \$20,000 site with existing structures – no CEQA required
8. Other environmental fees for outside consultants for environment document preparation, review, etc. as determined by staff based on project requirements – to be determined
9. Payment of Fees for Electric Line Upgrades and Substations - \$100,000 per megawatt or percentage thereof \$50,000 for purchase of each transformer(s)

Note: any unused portion of the deposit will be refunded to the applicant upon completion of the entitlement/appeal process

PROCEDURE BY CITY:

1. The application will be reviewed for adequacy and determination is made whether a project is exempt or an Initial Study is required. The CEQA Checklist is required to be completed for this purpose.
2. If an Initial Study is required, the applicant will be notified and the preparation of the documentation can either be done by someone selected by the City at the applicant's cost, or by someone selected by the applicant. Completed documentation is submitted to the City. City reviews to ensure all information has been submitted, and the application is then deemed "complete". The environmental documentation is circulated to the various agencies for the 30-day review period, etc.
3. A date for Planning Commission review will be set. The Planning Commission holds public hearings on the 1st Wednesday of each month, beginning at 4:00 PM.
4. When processing the application, the Planning Commission will consider such factors as:
 - Does the proposal conform to the intent and purpose of the General Plan, zoning regulations and policies for protecting the physical and human environment of the neighborhood and community;
 - The design of the improvements must be in harmony with the neighborhood and community objectives;
 - If the proposal is approved, conditions of approval may be imposed with respect to site design, building design, maintenance, improvements or operation of the use.
5. If the Planning Commission recommends approval of the CUP, the item will be placed on the City Council Agenda. The City Council meets the 2nd and 4th Tuesday of each month @ 6:00 P.M.
6. Building permits will not be issued until the Use Permit proceeding is concluded including the appeal period.

CITY OF NEEDLES, CALIFORNIA
Application For Cannabis Business – Conditional Use Permit

Name of Applicant: Needles Flower Refinery Phone: 760-715-3382 (Applicant must be the owner of the land, the lessee having a lease-hold interest of not less than 5 years, or the agent of any of the foregoing duly authorized in writing)

I, (I/We) the undersigned, Jesse Dean Brown (Owner/Lessee/Agent) of the property listed below, hereby request that the following stated use be permitted to be constructed and/or operated.

1. Project name and address: Needles Flower Refinery-2701 Columbus Dr. Needles, CA 92363
2. Legal Description of Parcel (attach if necessary): see attached Exhibit A
3. Briefly Describe: a. Purpose and Intent of proposed project (include acres, square feet, units, etc.).
to construct a consumption lounge with the dispensary building

- b. Population projection (project residents): _____
- c. Number of persons employed during operation: full time 3 part time _____
- d. Will the Project require new utility services? X yes _____ no _____
 - i. Water Service _____ no. If so, estimated peak water demand in gallons/minutes: _____, service requirement.
 - ii. Sewer Service _____ no. Any chemical wastes expelled in sewers? _____
If yes, explain: _____
 - iii. Electric Service: main size _____; single phase _____; three phase _____.
Attachment to existing electric facilities: load calculations _____.
- e. Estimated daily vehicular traffic generated by the operation: _____ Comment: _____
- f. List major machines – give horsepower and noise rating in decibels: A/C Units
- g. Will the project require a permit from the Air Pollution Control District, and if so, describe: No
- h. What will be the hours of operation: 10:00am-7:00pm
- i. Describe materials or machinery that will be stored or parked outside: None

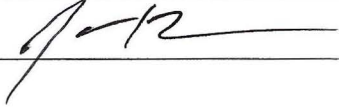
5. Identify any other licenses you hold for cannabis in California

<u>Type of License</u>	<u>California City Issuing License</u>
Dispensary	<u>X</u>
Cultivation	<u>X</u>
Manufacturing	_____
Testing/Lab	_____
Distribution/Transportation	_____
Other <u>X</u>	<u>Consumption Lounge</u>

6. Attached (): Site Plan (); Elevations (); Filing Fee (); Legal (); (site plans folded 8 1/2" x 11" reduction)

AUTHORIZATION

Names and signatures of all persons having an interest in the property whose consent is required (by virtue of such interest) to authorize filing of application.

Name (print or type)	Address	Capacity Owner/Lessee
1. <u>Jesse Dean Brown</u>	<u>12639 Johnson Rd. Phelan, CA 92371</u>	<u>x</u>
Signature <u></u>		
2. _____	_____	_____
Signature _____		
3. _____	_____	_____
Signature _____		


All signatures represent that they have full legal capacity to, and hereby do, authorize the filing of this application. Leaseholds must be for at least five years or the owner shall be required to sign this application.

Subscribed and sworn before me this _____ day of _____, 20____.

My Commission Expires: _____ S^s: _____
Notary Public (or City Staff)

CERTIFICATION

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Name (print): Cheryl Montanez Signature: 
Address: 14176 Amargosa Rd. Suite C Victorville, CA 92392 Telephone: 760-715-3382
Capacity: _____ owner: _____ lessee: _____ agent of Needles Flower Refinery

Person(s) to be contacted regarding this application if other than myself:

Address: _____

Address: _____

(STAFF USE ONLY)

Date filed _____ Rec'd by _____ Receipt No. _____

APPENDIX G

#2

ENVIRONMENTAL CHECKLIST FORM

1. Project title: Needles Flower Refinery
2. Lead agency name and address:
MO+RE Design Solutions
14176 Amargosa Rd. Suite C Victorville, CA 92392
3. Contact person and phone number: Cheryl Montanez 760-715-3382
4. Project location: 2701 Columbus Dr. Needles, CA 92392 APN# 0660-081-30
5. Project sponsor's name and address:
6. General plan designation: Commercial
7. Zoning: C-2 Commercial
8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)
To construct a consumption lounge with the dispensary building
9. Surrounding land uses and setting: (Briefly describe the project's surroundings)
North-Interstate 40; South-vacant lot; East-fast food restaurant; see site plan for specific
lot description

10. Other public agencies whose approval is required: (e.g., permits, financing approval, or participation agreement.)

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture / Forestry Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Energy
<input type="checkbox"/> Geology/Soils	<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards and Hazardous Materials
<input type="checkbox"/> Hydrology/Water Quality	<input type="checkbox"/> Land Use / Planning	<input type="checkbox"/> Mineral Resources
<input type="checkbox"/> Noise	<input type="checkbox"/> Population / Housing	<input type="checkbox"/> Public Services
<input type="checkbox"/> Recreation	<input type="checkbox"/> Transportation	<input type="checkbox"/> Tribal Cultural Resources
<input type="checkbox"/> Utilities / Service Systems	<input type="checkbox"/> Wildfire	<input type="checkbox"/> Mandatory Findings of Significance

DETERMINATION

On the basis of this initial evaluation:


I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


Signature

5-23-23
Date

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors, as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analyses Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
II. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VI. ENERGY. Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VII. GEOLOGY AND SOILS. Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VIII. GREENHOUSE GAS EMISSIONS. Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IX. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

X. HYDROLOGY AND WATER QUALITY. Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
i) result in a substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XI. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XII. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XIII. NOISE. Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XIV. POPULATION AND HOUSING. Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XV. PUBLIC SERVICES. Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. RECREATION.

- | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XVII. TRANSPORTATION. Would the project:

- | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XVIII. TRIBAL CULTURAL RESOURCES.

- | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XIX. UTILITIES AND SERVICE SYSTEMS. Would the project:

- | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XX. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XXI. MANDATORY FINDINGS OF SIGNIFICANCE.

a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#3

SUBMITTAL OF FIRE DEPT. FORM
SITE PLAN REVIEW

Please submit the form and fees directly to the Fire Dept, North Desert Office, Attn: Curtis Markloff. When completing the application identify the project type as "CUP", fee amount \$1,576. The submittal of the Fire Dept. form and fees will allow the Fire Dept's participation in the meeting, and provide their "preliminary conditions of approval" for the project.

Questions – Curtis Markloff - (760) 995-8190

SUBMITTAL OF FIRE DEPT. DOCUMENTATION
FOR MANUFACTURING PERMITS

The business operator shall be required to apply for one or more of the following permits, or apply for exemption from hazardous materials laws and regulations: Hazardous Materials Handler Permit, Hazardous Waste Permit, Aboveground Storage Tank Permit, and/or Underground Storage Tank Permit.

Application for one or more of these permits shall occur by submitting a hazardous materials business plan using the California Environmental Reporting System (CERS) <http://cers.calepa.ca.gov/>

Questions-Andrew Bezdek
Hazardous Materials Specialist
San Bernardino County Fire District
Office of the Fire Marshal
Phone: 909-386-8401
Fax: 909-386-8460
620 South E. Street
San Bernardino, CA 92415



APPLICATION FOR CONSTRUCTION PERMIT

PLANNING / BUILDING & SAFETY PROJECTS

Item 3.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT COMMUNITY SAFETY DIVISION

San Bernardino Office

385 N. Arrowhead Ave., 1st Floor
San Bernardino, CA 92415-0187
Phone (909) 386-8400
Fax (909) 387-3249
Hours: 8:00 am – 5:00 pm M-F

North Desert Office

15900 Smoke Tree St. Suite 131
Hesperia, CA 92345-3222
Phone (760) 995-8190
Fax (760) 995-8205
Hours: 8:00 am – 5:00 pm M-F

East Valley Office

200 East Third Street
San Bernardino, CA 92410
Phone (909) 918-2201
Fax (909) 381-0071
Hours: 8:00 am – 5:00 pm M-Th

South Desert Office

58928 Business Center Dr.
Yucca Valley, CA 92284
Phone (760) 995-8190
Fax (760) 995-8205
Hours: 9:00 am to 12:00 pm Wed

WEBSITE: www.sbcfire.org**APPLICANT INFORMATION**

INFORMATION ENTERED BELOW SHOULD BE EXACTLY AS IT APPEARS ON YOUR PLANNING AND/OR BUILDING AND SAFETY APPLICATION

APPLICANT NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE
Jesse Dean Brown	12639 Johnson Rd.	Phelan	CA	92371
PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS		

REPRESENTATIVE INFORMATION (If different than Applicant)

INFORMATION ENTERED BELOW SHOULD BE EXACTLY AS IT APPEARS ON YOUR PLANNING AND/OR BUILDING AND SAFETY APPLICATION

APPLICANT NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE
MO+RE Design Solutions	14176 Amargosa Rd. Suite C	Victorville	CA	92392
PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS		
760-715-3382		cherylmontanez@gmail.com		

PROJECT INFORMATION

PROJECT NAME	ADDRESS	CITY / COMMUNITY	ZIP CODE
Needles Flower Refinery	2701 Columbus Dr.	Needles	92363

ASSESSOR'S PARCEL NUMBER (APN)	SQUARE FOOTAGE (TENANT REVIEW & CELL SITES)	CONSTRUCTION TYPE (TENANT REVIEW & CELL SITE)	OCC. TYPE (TENANT REVIEW & CELL SITE)	# OF LOTS (IF APPLICABLE)	CONTRACTOR PROJECT # (IF APPLICABLE)	CONTACT NAME
0660-081-30						Cheryl Montanez

Plans will not be accepted without the following: (This will apply to Tenant Reviews & Cell Sites Only)

- Three sets of plans
- Project address on plans
- Assessor's parcel number(s) on plans
- Description of business (Tenant Review)
- Indicate if building is sprinklered

PLANNING / BUILDING & SAFETY PROJECTS

<input type="checkbox"/>	Site Plan Review	\$ 738.00	
<input type="checkbox"/>	Revision to an Approved Action	\$ 492.00	MUST BE THE ORIGINAL APPLICANT
<input checked="" type="checkbox"/>	Conditional Use Permit (CUP)	\$ 902.00	
<input type="checkbox"/>	CUP – Cell Site	\$ 492.00	
<input type="checkbox"/>	Minor Use Permit (MUP)	\$ 492.00	
<input type="checkbox"/>	Fuel Modification Plan	\$ 109/hr	
<input type="checkbox"/>	Specific Plans	\$ 902.00	
<input type="checkbox"/>	Environmental Review or EIR	\$ 109/hr	
<input type="checkbox"/>	Tenant Review	\$ 109/hr	

TOTAL FEE = \$

This fee includes 1 inspection

SUBDIVISIONS / TRACT MAPS / MOBILEHOME PARKS

<input type="checkbox"/>	Tentative Parcel Map (1 to 4 Lots)	\$ 328.00	
<input type="checkbox"/>	Tentative Tract Map (5 to 300 lots)	\$ 656.00	
<input type="checkbox"/>	Tentative Tract Map (301+ lots)	\$ 820.00	
<input type="checkbox"/>	School Site Review	\$ 164.00	
<input type="checkbox"/>	Mobile Home Park Site Plan Review	\$ 738.00	

TOTAL FEE = \$

This fee includes 1 inspection

Make check or money order payable to S.B.C.F.D.

CERTIFICATION

SUBMITTED BY (please print Applicant's full name)	SIGNATURE	DATE

FOR SBCFD USE ONLY

PAYMENT RECEIVED	PAYMENT TYPE	DATE RECEIVED	RECEIVED BY
\$	<input type="checkbox"/> CHECK <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD		



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 D
Councilmember Shawn
Councilmember Ronald
Councilmember Louise Evans
Councilmember Tim Terral
Councilmember Zachery Longacre
City Manager Rick Daniels

Item 3.

#12 WELO

WATER EFFICIENT LANDSCAPING REQUIREMENTS STREAMLINED LANDSCAPE METHOD LESS THAN 2500 SQ. FT. OF NEW LANDSCAPE OR REHABILITATED LANDSCAPE

The State of California requires cities to report installation of all new and rehabilitated landscape in Needles on an annual basis. For projects creating less than 2500 square feet of new or rehabilitated landscape, the City has developed a "streamlined" approach that prohibits the use of turf, and instead utilizes a selection of low-water usage plants. The plant lists can be found on the city's website www.cityofneedles.com. Use of other reference guides to identify appropriate plant material can be used as well, including "Low Water-Use Plants for California and the Southwest" by Carol Shuler.

The streamlined landscape packet includes the "Checklist" (Appendix A), the Certificate of Completion (Appendix B), and the Certificate of Installation-Self Inspection (Appendix C).

Projects requiring either a Zoning Permit or a Building Permit for a residential or commercial structure, new construction as well as rehabilitation, are required to submit the completed Appendix "A" Checklist, with the Zoning or Building Permit application. Appendix "A" Checklist requires the submittal of a "landscape plan" drawing that identifies the square footage of the planting area, including the types of plants and their water usage, i.e. low/medium/high usage, as well as any water feature that is part of the landscape project, including swimming pools. Any areas that will be using irrigated recycled water also need to be identified on the drawing.

The streamlined process requires the completion and submittal of Appendix "B" "Certificate of Installation-Self-Inspection" by the applicant or the professional landscape installer once the landscape installation has been completed. Once received, the building official will schedule an inspection on the installation and provide the Certificate of Compliance to the applicant, Appendix "C".

Streamlined Path (Appendix A) Checklist

For projects with less than 2,500 sf of total landscape area.

A. Project Information

Submittal Date	_____
Application Number	_____
Project Address	2701 Columbus Dr. Needles, CA 92363
Project Type*	<input type="checkbox"/> Residential <input checked="" type="checkbox"/> Non-residential
Applicant Name	MO+RE Design Solutions
Applicant Email	cherylmontanez@gmail.com
Applicant Phone	760-715-3382
Property Owner Name	Jesse Dean Brown
Property Owner Email	_____
Property Owner Phone	_____
Water Supply Type	city
Water Supplier	city of needles
Total Landscape Area (sf) * †	Existing site - this is A
Total Turf Area (sf)	Tenant improvement only
Total Non-turf Planting Area (sf)	_____

* Information required in an annual report to the State Department of Water Resources from the permitting agency.

† Total landscape area equals all the irrigated planting areas, turf and water features and does not include the building footprint or hardscapes such as sidewalks, patios, parking lots or driveways.

Streamlined Path (Appendix A) Checklist

B. Landscape Design Plan

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Attach a landscape plan indicating the following:	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	a. Turf areas	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	b. High water use planting areas	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	c. Moderate water use planting areas	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	d. Low water use planting areas	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	e. Water features including swimming pools	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	f. Edible planting areas	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	g. Areas irrigated with recycled water	<input type="checkbox"/>	<input type="checkbox"/>	

C. Soil

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Incorporate compost at a rate of at least 4 cubic yards per 1,000 square feet to a depth of 6 inches into the landscape area (unless contra-indicated by a soil test). This project will apply _____ cubic yards of compost	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2. A minimum 3-inch layer of recycled mulch shall be applied on all exposed soil surfaces of planting areas except turf areas, or direct seeding applications where mulch is contraindicated	<input type="checkbox"/>	<input type="checkbox"/>	

D. Plants

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Plant material shall comply with the following:	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	a. Residential projects only:	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	i. 75% of landscape area shall consist of plants that use little or no summer water (WUCOLS plant factor of 0.3 or lower), excluding edibles or areas using recycled water.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	ii. No more than 25% of the landscape area will be planted with high water using plants	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	b. Non-residential projects only (including multifamily residential):	<input type="checkbox"/>	<input type="checkbox"/>	

Streamlined Path (Appendix A) Checklist

D. Plants (cont'd)

- | | | | |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | I. 100% of the landscape area shall consist of plants that use little or no summer water (WUCOLS plant factor of 0.3 or lower), excluding edibles or areas using recycled water | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | c. No invasive plants are planted. No plant species listed by the California Invasive Plant Council's "Don't Plant a Pest" brochure as invasive in the San Francisco Bay Area shall be planted. | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 2. The use of turf shall comply with all of the following: | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | a. In nonresidential areas, turf is not used | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | b. In residential areas: | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | I. Turf, high water use plants, and water features shall, combined, not exceed 25% of the landscape area | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | II. Turf shall not be planted on slopes which exceed a slope of 1 foot vertical elevation change for every 4 feet or horizontal length | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | III. Turf is prohibited in parkways less than 10 feet wide. Exception: Parkway is adjacent to a parking strip and used to exit and enter vehicles AND turf is irrigated with subsurface irrigation | <input type="checkbox"/> | <input type="checkbox"/> |

WUCOLS plants database can be found online at: <http://ucanr.edu/sites/WUCOLS/>

"Don't Plant a Pest" brochure can be found at <http://cal-ipc.org/landscaping/dpp/>

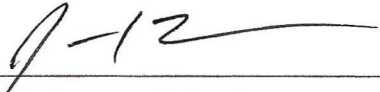
E. Irrigation

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture data and utilize a rain sensor.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2. Pressure regulators are installed on the irrigation system to ensure dynamic pressure of the components are within the manufacturer's recommended pressure range.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	3. Manual-shut-off valves (such as gate, ball or butterfly valves) are installed as close as possible to the point of connection of the water supply.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	4. All irrigation emission devices must meet the requirements set in the ANSI standard ASABE/ICC 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed must have a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	5. Areas less than 10 feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	6. For non-residential projects with landscape areas of 1,000 sf or more, private sub-meter(s) to measure landscape water use shall be installed.	<input type="checkbox"/>	<input type="checkbox"/>	

Streamlined Path (Appendix A) Checklist (cont'd)

F. Signature

I agree to comply with these Simplified Compliance requirements for the Water Efficient Landscape Plan Review.



Signature of Applicant or Property Owner or authorized representative

5-23-23
Date

Streamlined Path (Appendix B) Certificate of Installation-Self Inspection

To be signed by the applicant, signer of the Landscape Design Plan or the Irrigation Design Plan or by the licensed landscape contractor

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package. As-built drawings have been provided to document any major modifications of the approved Landscape Documentation Package. Significant changes made during construction comply with the ordinance."

Applicant/Contractor/Professional Signature _____

Date _____

Print Name _____

License Number _____

Property Owner:

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

Applicant

Date

Print Name

J-12
5-23-23
Jesse Dean Brown

A. Irrigation Scheduling

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Irrigation scheduling is regulated by automatic irrigation controller	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2. Overhead irrigation is scheduled between 8 p.m. and 10 a.m.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	3. Settings for the irrigation controller for each station include the following:	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	a. Irrigation days	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	b. Run times	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	c. Number of cycle starts per watering event to avoid run off	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	d. Amount of applied water on a monthly basis	<input type="checkbox"/>	<input type="checkbox"/>	

Streamlined Path (Appendix B) Certificate of Installation-Self Inspection

B. Schedule of Landscape and Irrigation Maintenance

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Attach schedule of maintenance for the landscape and irrigation system per ordinance to ensure water efficiency. The attached schedule of landscape maintenance includes:	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	a. Routine inspection, auditing, adjusting and repair of the irrigation system	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	b. Aerating and dethatching turf areas	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	c. Topdressing planting areas with compost as needed	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	d. Replenishing mulch	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	e. Pruning and weeding	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	f. Routine inspection, auditing, adjusting and repair of the irrigation system <i>(Bay-Friendly Landscape maintenance manual used for the site would satisfy this requirement)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2. Attach landscape irrigation audit report	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	3. Attach landscape irrigation audit checklist	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	4. The irrigation audit was conducted by a third-party certified Irrigation Auditor professional who is not a part of the design team	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	5. Irrigation items identified for repair in the audit are fixed	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	6. In large project or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or 15% is conducted	<input type="checkbox"/>	<input type="checkbox"/>	

Complete the following sections ONLY if project has submitted the Landscape Documentation Package.

C. Irrigation Audit Report

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Audit completed	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2. Any recommended repairs have been completed	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	3. The Irrigation Audit Report includes:	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	a. Inspection for leaks	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	b. System tune-up	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	c. Reporting overspray or run off	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	d. An irrigation schedule including configuring controller with application rate, soil types, plant factors, slope, exposure and other factors needed to increase water efficiency	<input type="checkbox"/>	<input type="checkbox"/>	

Streamlined Path (Appendix B) Certificate of Installation-Self Inspection

D. Soil Management Report

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Attach soil analysis report of the soil in planting areas from a soil lab if not previously submitted with the Landscape Documentation Package per ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2. The soil sample follows laboratory protocol and includes:	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	a. Soil texture	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	b. Infiltration rate	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	c. pH	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	d. Total soluble salts	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	e. Sodium	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	f. Percent organic matter	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	g. Amendment recommendations	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	3. Attach document(s) showing that soil analysis report recommendations were used to amend the planting soil, such as delivery tags and receipts for compost and mulch.	<input type="checkbox"/>	<input type="checkbox"/>	

E. Landscape Diversion Report

APPLICANT	ITEM	REVIEWER		NOTES
		PASS	FAIL	
<input type="checkbox"/>	1. Attach a construction waste management report for the project that shows at least 50% diversion of construction and demolition debris and 100% diversion of excavated soil and land clearing debris through recycling or reuse. Building debris can be used in calculations.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2. Confirm that diversion facilities where collected construction waste material was taken are identified in the waste management report.	<input type="checkbox"/>	<input type="checkbox"/>	

F. Additional Modifications

Applicant: If major modifications were made in construction from the submitted plans, attach record drawings (as-builts)

- ☐ No major modifications
- ☐ Record drawings (as-builts) attached

Streamlined Path (Appendix C) Landscape Installation

Certificate of Completion

A. Project Information

Date	_____
Project Name	<u>Needles Flower Refinery</u>
Project Street Address, City and Zip	<u>2701 Columbus Dr. Needles, CA 92363</u>
Parcel or Lot Number(s) (if available)	<u>APN# 0660-081-30</u>
Applicant Name	<u>Cheryl Montanez</u>
Applicant Job Title	<u>Project Manager</u>
Applicant Company Name	<u>MO+RE Design Solutions</u>
Phone Number	<u>760-715-3382</u>
Email Address	<u>cherylmontanez@gmail.com</u>
Street Address, City and Zip	<u>14176 Amargosa Rd. Suite C Victorville, CA 92392</u>
Property Owner Name	<u>Jesse Dean Brown</u>
Phone Number	_____
Email Address	_____
Street Address, City and Zip	<u>12639 Johnson Rd. Phelan, CA 92371</u>

Building Inspector Sign-off

Marc Scott, Building Inspector

Date: _____

Streamlined Path (Appendix C) Landscape Installation

Certificate of Completion

A. Project Information

Date	
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Building Inspector Sign-off

Marc Scott, Building Inspector

Date: _____

CITY OF NEEDLES
WATER EFFICIENT LANDSCAPE ORDINANCE (WELO)
LIST OF PLANTS APPROVED FOR LANDSCAPE

(Needles) WUCOLS - Low Desert Region

Item 3.

Type	Botanical Name	Common Name	Water Use
P S	Agave americana (and thick-leaved relatives)(CA native and non-native	agave	Very Low
S	Ambrosia monogyra (Hymenoclea monogyra)	burrow bush	Very Low
Gc S N	Atriplex CA native species	saltbush	Very Low
Gc S N	Atriplex semibaccata	Australian saltbush	Very Low
Bu N	Calochortus spp.	Mariposa lily	Very Low
S N	Encelia californica	coast sunflower	Very Low
S N	Encelia farinosa	brittle bush	Very Low
S N	Ephedra nevadensis	Nevada ephedra	Very Low
S N	Eriogonum fasciculatum and cvs. (not listed above)	California buckwheat	Very Low
S Su	Fouquieria columnaris	boojum	Very Low
S Su N	Fouquieria splendens	ocotillo	Very Low
S N	Isocoma spp. (Haplopappus)	goldenbush	Very Low
S N	Justicia californica (Beloperone californica)	chuparosa	Very Low
S N	Larrea tridentata	creosote	Very Low
P Su	Mammillaria geminispina	cactus	Very Low
P Su	Mammillaria melanocentra	cactus	Very Low
S Su N	Opuntia spp. & cvs. (CA natives and non-natives)	prickly pear/cholla	Very Low
S Su	Pachycereus marginatus	Mexican fence post cactus	Very Low
P S N	Psilostrophe cooperi	paper flower	Very Low
S N	Psoralea argophylla (Dalea spinosa)	smoke tree	Very Low
S N	Senna covesii	desert senna	Very Low
P N	Sphaeralcea spp. (CA native and non-native spp.)	desert/globe mallow	Very Low
S Su	Stenocereus thurberi (Lemaireocereus)	organ pipe cactus	Very Low
T	Tamarix aphylla	salt cedar	Very Low
S	Tamarix pentaphylla	tamarisk	Very Low
S Su N	Yucca brevifolia	Joshua tree	Very Low
S Su N	Yucca schidigera (Y. californica, Y. mohavensis)	Mojave yucca	Very Low
	Zinnia acerosa	desert zinnia	Low
Bu	Amaryllis belladonna	naked lady	Low
Bu	Narcissus spp.	daffodil	Low
Bu	Polianthes tuberosa	tuberose	Low
G	Pennisetum setaceum	fountain grass	Low
G N	Bouteloua gracilis and cvs.	blue grama	Low
G N	Sporobolus airoides	alkalai sacaton	Low
G N	Bouteloua curtipendula	sideoats grama	Low
Gc	Carpobrotus spp.	ice plant (Carpobrotus)	Low
Gc	Dalea greggii	trailing indigo bush	Low

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(Needles) WUCOLS - Low Desert Region

Item 3.

Type	Botanical Name	Common Name	Water Use
Gc	<i>Dalea orcuttii</i> (now <i>Marina orcuttii</i>)	Baja indigo bush	Low
Gc	<i>Delosperma</i> spp.	ice plant (<i>Delosperma</i>)	Low
Gc V	<i>Antigonon leptopus</i>	coral vine	Low
Gc S	<i>Acacia redolens</i>	prostrate acacia	Low
Gc S	<i>Artemisia</i> spp. (shrubby)	sagebrush	Low
Gc S N	<i>Baccharis</i> "Starn"	Starn coyote brush	Low
Gc P	<i>Achillea millefolium</i> (non-native hybrids)	yarrow (non-native hybrids)	Low
Gc P	<i>Oenothera stubbei</i>	Baja evening primrose	Low
Gc P	<i>Zinnia grandiflora</i>	prairie zinnia	Low
Gc P N	<i>Achillea millefolium</i> (CA native cultivars)	yarrow	Low
Gc P S	<i>Santolina</i> spp.	lavender cotton	Low
P	<i>Adenium obesum</i>	desert rose	Low
P	<i>Asclepias curassavica</i>	scarlet milkweed	Low
P	<i>Berlandiera lyrata</i>	chocolate scented daisy	Low
P	<i>Dyckia</i> spp.	dyckia	Low
P	<i>Melampodium leucanthum</i>	blackfoot daisy	Low
P	<i>Poliomintha longiflora</i>	Rosemary mint	Low
P	<i>Ruellia squarrosa</i>	water bluebell	Low
P	<i>Thymophylla acerosa</i> (<i>Dyssodia acerosa</i>)	shrubby dogweed	Low
P A	<i>Bulbine frutescens</i>	stalked bulbine	Low
P N	<i>Argemone corymbosa</i>	prickly poppy	Low
P N	<i>Asclepias</i> (CA native species)	milk/silk weed	Low
P N	<i>Asclepias subulata</i>	desert milkweed	Low
P N	<i>Baileya multiradiata</i>	desert marigold	Low
P N	<i>Oenothera caespitosa</i>	tufted (white) evening primrose	Low
P N	<i>Oenothera californica</i>	California evening primrose	Low
P N	<i>Penstemon</i> SW native spp. and cvs.	penstemon (SW natives)	Low
P N	<i>Tetranneuris acaulis</i> (<i>Hymenoxys acaulis</i>)	stemless four-nerve daisy	Low
P N	<i>Thymophylla pentachaeta</i> (<i>Dyssodia pentachaeta</i>)	golden fleece	Low
P N	<i>Verbena gooddingii</i> (<i>Glandularia gooddingii</i>)	Goodding verbena	Low
P Su	<i>Echinopsis</i> spp. (<i>Trichocereus</i> spp.)	torch cactus	Low
P Su	<i>Euphorbia antisiphilitica</i>	candelilla	Low
P Su	<i>Euphorbia rigida</i>	gopher spurge	Low
P Su	<i>Haworthia</i> spp.	haworthia	Low
P S	<i>Agave attenuata</i> (and thin-leaved relatives) (Ca native and non-native)	agave	Low
P S	<i>Perovskia</i> spp. & cvs.	Russian sage	Low
P S	<i>Psilostrophe tagetina</i>	paper flower	Low
P S	<i>Ruellia brittoniana</i>	Mexican petunia	Low

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(Needles) WUCOLS - Low Desert Region

Item 3.

Type	Botanical Name	Common Name	Water Use
P S N	Eriogonum spp. (CA native and non-native spp.)	buckwheat	Low
P S N	Nolina spp. (CA natives and non-natives)	bear grass	Low
P S N	Romneya coulteri	Matilija poppy	Low
P S N	Salvia "Gayle Nielson" (also Trident as registered trademark name)	Gayle Nielson/Trident sage	Low
P S Su	Portulacaria afra & cvs.	elephant's food	Low
S	Acacia aneura	mulga	Low
S	Acalypha monostachya	raspberry fuzzies	Low
S	Aloysia macrostachya	aloesia	Low
S	Aloysia triphylla	lemon verbenia	Low
S	Ambrosia deltoidea	triangleleaf bursage	Low
S	Anisacanthus spp.	desert honeysuckle	Low
S	Artemisia filifolia	sand sagebrush	Low
S	Bahiopsis deltoidea (Viguiera deltoidea)	goldeneye	Low
S	Buddleja marrubifolia	woolly butterfly bush	Low
S	Caesalpinia gilliesii	desert bird of paradise	Low
S	Caesalpinia mexicana	Mexican bird of paradise	Low
S	Caesalpinia pulcherrima (deciduous in desert)	dwarf poinciana	Low
S	Calliandra "Sierra Star"	fairy duster hybrid	Low
S	Calliandra peninsularis	Baja fairy duster	Low
S	Cephalocereus spp.	old man cactus	Low
S	Chamelaucium cvs	wax flower	Low
S	Chrysactinia mexicana	damianita daisy	Low
S	Convolvulus cneorum	bush morning glory	Low
S	Dalea bicolor	dalea (bicolor)	Low
S	Dalea frutescens	black dalea	Low
S	Dalea pulchra	indigo/pea bush	Low
S	Dalea versicolor	dalea (versicolor)	Low
S	Eremophila glabra	emu bush	Low
S	Eremophila maculata	spotted emu bush	Low
S	Eremophila racemosa	Easter egg bush	Low
S	Eremophila x "Summertime Blue"	Summertime Blue emu	Low
S	Espostoa lanata	Peruvian old man cactus	Low
S	Eucalyptus "Moon Lagoon"	fine-leafed mallee	Low
S	Furcraea spp.	furcraea	Low
S	Gossypium harknessii	otterbossie	Low
S	Gossypium thurberi	Thurber's cotton/desert cotton	Low
S	Justicia spicigera	Mexican honeysuckle	Low
S	Leucophyllum spp. & cvs.	purple sage, Texas ranger etc.	Low
S	Ruellia "Little Katie"	dwarf ruellia	Low
S	Ruellia californica	rama parda	Low

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(Needles) WUCOLS - Low Desert Region

Item 3.

Type	Botanical Name	Common Name	Water Use
S	Ruellia peninsularis	Baja ruellia	Low
S	Senna artemisioides (Cassia artemisioides)	feathery cassia/senna	Low
S	Senna bicapsularis (Cassia candolleana)	New Zealand cassia/senna	Low
S	Senna lindheimeriana (Cassia lindheimeriana)	Lindheimer's senna/cassia	Low
S	Senna nemophila (Cassia nemophila)	desert cassia	Low
S	Senna odorata (Cassia odorata)	southern senna	Low
S	Senna phyllodinea (Cassia phyllodinea)	silver leaf cassia/senna	Low
S	Senna sturtii (Cassia sturtii)	Sturt's cassia/senna	Low
S	Senna wislizeni (Cassia wislizeni)	shrubby senna	Low
S	Vauquelinia californica	Arizona rosewood	Low
S	Vauquelinia corymbosa var. heterodon	narrow leaf rosewood	Low
S A	Acacia boormanii	Snowy River wattle	Low
S A	Leucophyllum langmaniae "Lynn's legacy"	Lynn's everblooming texas sage	Low
S A	Viguiera parishii	desert goldeneye	Low
S N	Ambrosia dumosa	white bursage	Low
S N	Baccharis "Centennial"	Centennial baccharis	Low
S N	Baccharis sarothroides	desert broom	Low
S N	Calliandra californica	Baja fairy duster	Low
S N	Calliandra eriophylla	fairy duster	Low
S N	Carnegiea gigantea	saguaro	Low
S N	Chrysothamnus nauseosus	rabbit brush	Low
S N	Cleome isomeris	bladder pod	Low
S N	Cneoridium dumosum	bushrue	Low
S N	Condea emoryi (Hyptis emoryi)	desert lavender	Low
S N	Ericameria laricifolia	turpentine bush	Low
S N	Fallugia paradoxa	Apache plume	Low
S N	Forestiera pubescens	desert olive	Low
S N	Gutierrezia sarothrae	matchweed	Low
S N	Lycium fremontii	wolfberry	Low
S N	Pluchea sericea	Coville arrow weed	Low
S N	Rhus ovata	sugar bush	Low
S N	Salvia "Allen Chickering"	Allen Chickering sage	Low
S N	Senna armata (Cassia armata)	spicy senna	Low
S N	Simmondsia chinensis	jojoba	Low
S N	Trixis californica	trixis	Low
S NA	Peritoma arborea (Isomeris arborea)	bladderpod	Low
S NA	Salvia apiana	white sage	Low
S NA	Salvia clevelandii & hybrids	salvia Cleveland/Alan Chickering etc.	Low
S T	Acacia abyssinica	Abyssinian acacia	Low

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(Needles) WUCOLS - Low Desert Region

Item 3.

Type	Botanical Name	Common Name	Water Use
S T	Acacia berlandieri	guajillo	Low
S T	Acacia constricta	whitethorn acacia	Low
S T	Acacia craspedocarpa	leatherleaf acacia	Low
S T	Acacia saligna	blue leaf wattle	Low
S T	Cordia parvifolia	little leaf cordia	Low
S T	Lysiloma candida	palo blanca	Low
S T	Maytenus phyllanthoides	mangle dulce	Low
S T	Sophora secundiflora	Texas mountain laurel	Low
S T	Ungnadia speciosa	Mexican buckeye	Low
S T N	Acacia greggii	catclaw acacia	Low
S T N	Comarostaphylis diversifolia (Arctostaphylos diversifolia)	summer holly	Low
S Su	Cereus hildmannianus	night blooming cereus	Low
S Su	Cereus peruvianus	Peruvian apple cactus	Low
S Su	Euphorbia millii	crown of thorns	Low
S Su	Euphorbia pulcherrima	poinsettia	Low
S Su	Euphorbia tirucalli	milk bush	Low
S Su	Fouquieria macdougalii	Mexican tree ocotillo	Low
S Su	Hesperaloe campanulata	bell flower hesperaloe	Low
S Su	Hesperaloe funifera	Coahuilan hesperaloe	Low
S Su	Pedilanthus bracteatus	tall slipper plant	Low
S Su	Pedilanthus macrocarpus	slipper plant	Low
S Su	Yucca aloifolia	Spanish bayonet	Low
S Su	Yucca decipiens	palma China	Low
S Su	Yucca elata	soaptree yucca	Low
S Su	Yucca faxoniana	giant white yucca	Low
S Su	Yucca gloriosa	Spanish dagger	Low
S Su	Yucca rigida	blue yucca	Low
S Su	Yucca rostrata	beaked yucca	Low
S Su	Yucca rupicola	twisted yucca	Low
S Su	Yucca schottii	mountain yucca	Low
S Su	Yucca thompsoniana	Thompson's yucca	Low
S Su A	Dasyliion spp.	desert spoon	Low
S Su A	Hesperaloe parviflora	red/ yellow yucca	Low
S Su N	Echinocactus spp. (CA native and non-native spp.)	barrel cactus	Low
S Su N	Ferocactus spp. (CA native and non-native spp.)	barrel cactus	Low
S Su N	Hesperoyucca spp. (Yucca whipplei, Yucca californica)	yucca	Low
S Su N	Yucca baccata	banana yucca	Low
S Su T N	Aloe spp. (CA native and non-native)	aloe	Low
Su T	Euphorbia ingens	candelabra tree	Low
T	Acacia pendula	weeping acacia	Low
T	Acacia pennatula	pennatula acacia	Low

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(Needles) WUCOLS - Low Desert Region

Item 3.

Type	Botanical Name	Common Name	Water Use
T	Acacia schaffneri	twisted acacia	Low
T	Acacia stenophylla	eumong/shoestring acacia	Low
T	Acacia willardiana	palo blanco	Low
T	Ailanthus altissima	tree of heaven	Low
T	Caesalpinia cacalaco	cascalote	Low
T	Celtis pallida	desert hackberry	Low
T	Ceratonia siliqua	carob	Low
T	Cordia boissieri	Texas olive	Low
T	Dalbergia sissoo	indian rosewood	Low
T	Ebenopsis ebano (Pithecellobium flexicaule)	Texas ebony	Low
T	Eucalyptus formanii	Forman's mallee	Low
T	Eucalyptus macrandra	long flowered marlock	Low
T	Eucalyptus sargentii	Salt River mallet	Low
T	Eucalyptus woodwardii	lemon flowered gum	Low
T	Eysenhardtia orthocarpa	kidneywood	Low
T	Gleditsia triacanthos	honey locust	Low
T	Havardia mexicana (Pithecellobium mexicana)	Mexican ebony	Low
T	Havardia pallens (Pithecellobium pallens)	tenaza	Low
T	Leucaena retusa	golden leadball tree	Low
T	Lysiloma watsonii	feather bush	Low
T	Melia azedarach	chinaberry	Low
T	Olea europaea	olive	Low
T	Pachycormus discolor	elephant tree	Low
T	Parkinsonia "Sonorae"	Sonoran palo verde	Low
T	Parkinsonia aculeata	Mexican palo verde/ Jerusalem thorn	Low
T	Parkinsonia praecox (Cercidium praecox)	palo brea tree	Low
T	Prosopis alba	Argentine mesquite	Low
T	Prosopis glandulosa (P. chilensis)	Chilean mesquite	Low
T	Prosopis hybrids and cvs.	prosopis hybrids	Low
T	Prosopis juliflora	Arizona mesquite	Low
T	Prosopis velutina	velvet mesquite	Low
T	Quercus suber	cork oak	Low
T	Rhus lanceolata	prairie flameleaf sumac	Low
T	Vachellia farnesiana (Acacia farnesiana)	sweet acacia	Low
T	Vachellia farnesiana var. farnesiana (Acacia farnesiana farnesiana)	desert sweet acacia	Low
T	Vitex agnus-castus	chaste tree	Low
T	X Chitalpa tashkentensis	chitalpa	Low
T N	Bursera microphylla	little elephant tree	Low
T N	Celtis reticulata	western hackberry	Low
T N	Hesperocyparis stephensonii (Cupressus arizonica ssp. arizonica, C. arizonica var. glabra)	Cuyamaca cypress	Low

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	(Needles) WUCOLS - Low Desert Region			Item 3.
Type	Botanical Name	Common Name	Water Use	
T N	Olneya tesota	desert ironwood	Low	
T N	Parkinsonia "Desert Museum" (Cercidium)	Desert Museum palo verde	Low	
T N	Parkinsonia florida (Cercidium florida)	blue palo verde	Low	
T N	Parkinsonia microphylla (Cercidium microphyllum)	little leaf palo verde	Low	
T N	Prosopis glandulosa var. torreyana	honey mesquite	Low	
T N	Prosopis pubescens	screwbean mesquite	Low	
V	Cissus trifoliata	treebine	Low	
V	Macfadyena unguis-cati	cat's claw	Low	

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City of Needles

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

Item 3.

#20

Requirements for Receipt of "Will Serve" Letter for Electric

To: All Applicants Submitting a Cannabis CUP Application

Due to the relatively high electric load requirements for cannabis facilities, the City has deemed it necessary to request additional electric capacity from the Western Area Power Administration (WAPA). To support these new load requirements, existing transmission lines need to be upgraded and new substations need to be constructed. The cost of these improvements must be borne by applicants requiring the additional load, and not the existing user base.

As a result, each megawatt, or percentage thereof, of power being requested will require a payment of \$100,000 per megawatt, to be paid at the time an application for a CUP is submitted, for the purpose of funding the improvements and upgrades discussed above. At the same time, a deposit agreement is also required to be executed by the requestor of the power.

In addition to the improvements discussed above, it is anticipated that additional expense will be associated with onsite improvements, such as transformers, that the applicant is also responsible for paying. These requirements can be identified by scheduling a meeting or a telephone call, 760-221-4127.

Needles Public Utility Authority (NPUA)

Concur:

Jesse Dean Brown

Applicant Name

/ [Signature]
Signature

Date: 5-23-23

(APPLICANT-please complete the "blanks" and submit with application)

SAMPLE-TEMPLATE (Application)
NEEDLES PUBLIC UTILITY AUTHORITY
 Will Serve Electric Service

N/A-Building already being served by Cultivation CUP

DATE: _____

TO: Needles Flower Refinery, Owner/Agent/Applicant (Applicant)

RE: Cannabis Facility (Project)

Project Site: 2701 Columbus Dr. Needles, CA
 APN 0660-081-30 (Property)

This Project is located in the City of Needles (City) and the service area of the Needles Public Utility Authority (NPUA). The NPUA will serve the above subject Project's electrical requirements pursuant to the NPUA/City ordinances, rules and regulations, subject to the conditions of Project approval and the approved Project Site Plan, and the following terms, conditions and limitations:

- Electrical service will be provided to the Project through service lines and a single connection to the main building on the Project Site, constructed in accordance with the approved Project Site Plan, the NPUA's requirements for grounding and connection, and all applicable codes and regulations. The full cost of the NPUA's installation of the required facilities shall be borne by the Applicant.
- Electrical service provided by the NPUA to the Project will not exceed 400 amp service. Additional service capacity will require additional review, including load demands and confirmation by the NPUA of its ability to serve and the terms of service.
- The total electrical service availability to the City is limited by other agencies, including WAPA, and the NPUA anticipates more applicants for electric service than it may have the capacity to serve. In order to maximize service to electrical service applicants, the NPUA will establish baseline maximum electrical service availability for the Project 12 months following the issuance of a certificate of occupancy, annualized based on average consumption over the preceding year, but not exceeding 400 amp service. Excess electrical service availability may be reallocated by the NPUA in its sole discretion, to other users based on the first year's use for the Project.
- To the extent the new _____ amp service is constructed and activated prior to the City's final approval of the Project, including without limitation, and CEQA

environmental determination (Project Approvals), such electric permitting, construction and testing does not grant or imply land use entitlement or issuance of a local regulatory license. If the Project Approvals are not granted by the City, this Will Serve commitment shall be null and void and of no further effect.

- The _____ amp service will not be used in connection with the Project until such time as the City has granted occupancy of the building and the Applicant has paid all City/NPUA fees and received all required regulatory licenses.
- Fees payable to NPUA include, but may not be limited to, payment in advance of a (TBD) to cover NPUA's cost of two transformers required for the 2000 amp service. This advance payment will be refunded if the Project Applications are not approved by the City, without fault of the Applicant. This Electric Service Will Serve Letter shall become void and of no further effect if the Project Applications are not approved by the City.
- All electrical equipment installed to serve the Project, up to and including that connected or fixed to the outside wall(s) of the facility, and including, without limitation, cables, substation(s), and transformer(s), shall become and are the property of the NPUA once installed, accepted and activated by the NPUA. Upon revocation, termination or abandonment of entitlements (including the CUP and/or Regulatory license) for the Cannabis Facility, the electrical allocation and all related facilities may be removed, relocated or reallocated by the NPUA in its sole discretion.
- If it is determined that the requested electric service will require additional off-site system upgrades, NUPA/City may require oversizing of facilities, subject to the NPUA's/City's adopted regulations and terms for reimbursement as new development occurs.
- To the extent additional public improvements or system upgrades are required for the Project, Applicant shall post a deposit for the estimated cost of line, transformer, substation and other required infrastructure improvements, and the full estimated cost of improvements will be due prior to any equipment order and/or installation. This deposit reserves the _____ amp power availability for 12 months or until the full entitlements for the Project have been granted by the City, unless that period is extended by the City Council for good cause. Once Project Approvals have been granted by the City, if there is no substantial progress to construct the Project, the power availability and will serve commitment will expire pursuant to the terms of the CUP, and the deposit will be retained by the NPUA as liquidated damages to compensate the NPUA for the lost opportunity to provide services to another user.
- The NPUA reserves the right to increase electricity rates and charges established pursuant to Proposition 26, and to amend its terms of service, and the Project will be subject to any increased or additional rates, charges and regulations implemented by the NPUA and applicable to similar facilities or uses, any limitations or restrictions placed on electric service by other state, federal or

regulatory agencies, or due to unforeseen availability and/or the NPUA's ability to obtain or provide electricity for the Project. Changes in regulations may also require that the Project initiate conservation measures.

- In accepting the terms of electric service provided herein, the Applicant agrees that the NPUA and the City shall be free from any liability to the Applicant, its successors in interest, or any other interested party, for damage to property, equipment or crops which may result from power shortages or outages affecting the Project which are beyond the reasonable control of the NPUA and/or the City.
- This Will Serve letter is conditioned on Applicant's compliance at all times with the NPUA/City Rules and Regulations for electric service and the Project conditions of approval.

This Will Serve Electric Service commitment runs with the CUP and the related Facility Regulatory license for the Project and the Property, and may not be transferred or relocated to any other project or property without NPUA approval. If the Project is abandoned or discontinued or the CUP or Regulatory license are revoked or suspended, the electric service provided pursuant to this letter may be terminated and the electric capacity reallocated or redistributed to other properties and/or projects by the NPUA in its sole discretion.

Inspection and activation of the electrical service connection will be scheduled by the City and the NPUA throughout construction up to and including issuance of the certificate of occupancy for the Project.

This Will Serve Electric Service commitment is conditioned upon compliance with all applicable requirements of the City and the NPUA, payment in full of any required fees and deposits, and your agreement to comply with the foregoing conditions and limitations.

If you have any questions or need additional information regarding terms of NPUA electrical service to your Project, please contact the undersigned at 760-326-2113.

Sincerely,

CONSENT AND AGREEMENT:

The undersigned Owner/Agent/Applicant is the applicant/recipient of the related Cannabis Facility CUP, and has reviewed, has full legal authority to and does understand and agree to the foregoing terms and conditions for connection and provision of electric service to the above-described Property and Project by the Needles Public Utility Authority and/or the City of Needles.



Jesse Dean Brown

[Note: signatory should be CUP Applicant,
to whom the CUP will be issued]

Dated: 5-23-23

NEEDLES PUBLIC UTILITY AUTHORITY

Will Serve Water Service

#20(b)

DATE: _____

TO: Needles Flower RefineryN/A-Building already being served
by Cultivation CUP

RE: Cannabis Facility (Project)

Project Site: 2701 Columbus Dr. Needles, CA 92363
APN 0660-081-30

This Project is located in the City of Needles (City) and the service area of the Needles Public Utility Authority (NPUA). The NPUA will serve the above subject Project's water requirements pursuant to the NPUA/City ordinances, rules and regulations, subject to the conditions of Project approval and the approved Project Site Plan, the Water Service Plan, and the following terms, conditions and limitations:

- Water service will be provided to the Project through service lines and connections, constructed in accordance with the approved Project Site Plan and Water Service Plan, the NPUA's requirements for water service connection, and all applicable NPUA/City codes and regulations. The full cost of the NPUA's installation of the required facilities shall be borne by the Applicant.
- Water service provided by the NPUA to the Project will not exceed __acre feet per year (AFY), provided pursuant to the approved Water Service Plan. Additional water service capacity will require additional review, including water service demands and confirmation by the NPUA of its ability to serve and terms of service. To the extent water service is constructed and activated on the Property prior to the City's final approval of the Project, including without limitation, CUP application, zone change, and CEQA environmental determination (Project Approvals), such water permitting, construction and connection does not grant or imply land use entitlement or issuance of a local regulatory license. If the Project Approvals are not granted by the City, this Will Serve commitment shall be null and void and of no further effect.
- Water service provided for herein will not be used in connection with the Project until such time as the City has granted occupancy of the building(s) and the Applicant has paid all City/NPUA fees and deposits and received all required regulatory licenses.
- Fees payable to NPUA include, but may not be limited to, payment in advance of the Applicant's estimated cost of construction of required off site infrastructure and the cost of the water service connection. This Water Service Will Serve

Letter shall become void and of no further effect if the Project Applications are not approved by the City.

- If it is determined that the requested water service will require additional off-site system upgrades, NUPA/City may require oversizing of facilities, subject to the NPUA's/City's regulations and terms for reimbursement as new development occurs.
- To the extent additional public improvements or system upgrades are required for the Project, Applicant shall post a deposit for the estimated cost of all required improvements, and the full estimated cost of improvements will be due prior to any equipment order and/or installation. This deposit reserves the AFY water availability for 12 months or until the full entitlements for the Project have been granted by the City, unless that period is extended by the City Council for good cause. Once Project Approvals have been granted by the City, if there is no substantial progress to construct the Project, the water availability and will serve commitment will expire pursuant to the terms of the CUP, and any deposit(s) will be retained by the NPUA as liquidated damages to compensate the NPUA for the lost opportunity to provide services to another user.
- The NPUA reserves the right to increase water service rates and charges established pursuant to Proposition 26, and to amend its terms of service, and the Project will be subject to any increased or additional rates, charges and regulations implemented by the NPUA and applicable to similar facilities or uses, any limitations or restrictions placed on water service by other state, federal or regulatory agencies, or due to unforeseen availability and/or the NPUA's ability to obtain or provide water for the Project. Changes in regulations may also require that the Project initiate water conservation measures.
- In accepting the terms of water service provided herein, the Applicant agrees that the NPUA and the City shall be free from any liability to the Applicant, its successors in interest, or any other interested party, for damage to property, equipment or crops which may result from water shortages, disruptions or terminations affecting the Project which are beyond the reasonable control of the NPUA and/or the City.
- This Will Serve letter is conditioned on Applicant's compliance at all times with the NPUA/City Rules and Regulations for water service and the Project conditions of approval.

This Will Serve Water Service commitment runs with the CUP and the related Cannabis Business Regulatory License for the Project and the Property, and may not be transferred or relocated to any other project or property without NPUA approval. If the Project is abandoned or discontinued or the CUP or Regulatory License are revoked or suspended, the water service provided pursuant to this letter may be terminated and the water service capacity reallocated or redistributed to other properties and/or projects by the NPUA in its sole discretion.

Inspection and activation of the water service connection will be scheduled by the City and the NPUA throughout construction up to and including issuance of the certificate of occupancy for the Project.

This Will Serve Water Service commitment is conditioned upon compliance with all applicable requirements of the City and the NPUA, payment in full of any required fees and deposits, and your agreement to comply with the foregoing conditions and limitations.

This Will Serve Water Service letter supersedes any other verbal or written representations or understandings between the NPUA, the City and the Applicant regarding water service for the Project.

If you have any questions or need additional information regarding terms of NPUA water service to your Project, please contact the undersigned at 760-326-2113.

Sincerely,

Needles Public Utility Authority (NPUA)

CONSENT AND AGREEMENT:

The undersigned Owner/Agent/Applicant is the applicant/recipient of the related Cannabis Business CUP, and has reviewed, has full legal authority to and does understand and agree to the foregoing terms and conditions for connection and provision of water service to the above-described Property and Project by the Needles Public Utility Authority and/or the City of Needles.


 (Name: Jesse Dean Brown)

[Note: signatory should be CUP Applicant,
 to whom the CUP will be issued]

Dated: 5-23-23



City of Needles

817 Third Street • Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765
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#22

Item 3.

DEPOSIT AGREEMENT FOR CANNABIS CONDITIONAL USE PERMIT AND CANNABIS BUSINESS LICENSE

Site Address/APN:

Site Address: 2701 Columbus Dr. Needles, CA 92363
APN 0660-081-30

Conditional Use Permits for a Cannabis Business are actual cost projects. The actual cost for a project is determined according to the time spent by personnel on that project and the associated personnel benefits, department overhead, legal, finance, and any other costs incurred for that project.

Initial deposits are determined by the City Council. The initial deposit is \$35,000 for projects beginning with raw land and \$20,000 for projects utilizing existing buildings or previously constructed lots for each Conditional Use Permit (CUP) and \$5,000 for each Cannabis Business License on the same site.

Upon completion, the actual costs will be itemized and deducted from the deposit. Monies that remain unused once the entitlement has been approved and the regulatory license issued, are refunded back to the applicant.

I understand that the monies provided to the City for the purpose of processing a Conditional Use Permit and a Regulatory License for a Cannabis Business are deposits, used for the purposes identified above.

Jesse Dean Brown

Print Name

Project Affiliation: Owner


Signature

Date: 5-23-23

ELECTRIC DEPOSIT AGREEMENT

This Deposit Agreement (this "Agreement"), dated as of _____, _____ is made by and between the Needles Public Utility Authority (the "Authority") and _____, a California limited liability company (the "Developer").

BACKGROUND

A. Developer plans to entitle and build a project ("Project") on certain real property ("Property") described in **Exhibit "A"** and wishes to assist financially in completing certain related electrical facilities that will provide electrical service to the Project;

B. The Property is not currently served with electrical power needed for the Project, and Developer wishes to provide financial assistance ("Financial Assistance") to the Authority to construct various electrical facilities as described in **Exhibit "B"** ("Facilities") needed to provide electrical service to the Project and other properties.

C. Because of the significant distance between the Property and the Authority's existing electrical infrastructure, the Facilities will be designed to serve more than only the Property, and will serve other properties as well.

D. The Developer wishes to provide the Authority with the Financial Assistance, notwithstanding the fact that it exceeds Developer's "fair share" of the cost of the Facilities because otherwise the Facilities would not be built in the timeframe required by Developer or they may never be built.

E. The Authority will perform engineering work, purchase equipment and perform or cause to be performed improvements needed to plan, design and build the Facilities.

F. To support the development of the Facilities Developer is willing to provide funds to the Authority to ensure payment of any and all costs incurred by the Authority.

G. The Authority and the Developer now desire to specify the terms of the deposit of the Developer assistance related to the Facilities.

AGREEMENT

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

1. Deposits. The Developer hereby agrees to make the following deposits for the payment of Authority Costs (collectively, the "Deposits").

(a) Initial Deposit of Authority Costs. At the time of executing this Agreement, the Developer will deposit with the Authority the amount of \$_____ ("Deposit") applicable to Authority Costs, as defined below. The Deposit will reserve up to _____.00 Megawatts of electrical capacity for the Project at such time as the necessary infrastructure to the

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

(i) Fees and expenses of any Authority staff, consultants, engineers, engaged by the Authority in connection with the Facilities, legal counsel, financial and management advisors;

(ii) Technical studies, environmental analysis, economic impact reports and any and all other actual costs and expenses incurred by the Authority that the Authority deems necessary in connection with the planning, design and construction of the Facilities;

(iii) The costs and expense of implementing this Agreement.

(b) The Authority shall not be obligated to pay or advance any of its own funds to pay Authority Costs.

(c) Deposit Limit. In no event shall the amount of Deposits made by Developer under this Agreement be required to exceed a total amount of \$ **TBD** unless further agreed to by written consent of both parties.

2. Reservation of Discretion to Approve the Project or Impose Development Impact Fees; Potential Reimbursement.

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

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

(a) Discretion Regarding the Project. The Parties understand that City and Authority have the complete and unfettered discretion to approve or disapprove the Project and/or Development Impact Fee or pursue implementation of the Development Impact Fee and Project with Developer. Developer acknowledges and agrees that all expenses and costs that it may incur as a result of this Agreement are its sole obligation and responsibility and incurred at Developer's sole risk.

(b) No Pre-Commitment by City. By its execution of this Agreement, City and Authority do not commit themselves or agree to undertake any activity requiring the subsequent exercise of discretion by Authority, Authority Board, City or City Council, including but not limited to, the approval and execution of any contract or other instrument, the approval of any development proposal for the development of any public or private interest in real property, or any other such act or approval. Authority's execution of this Agreement is merely an agreement to commence the planning, design and construction of Facilities according to the terms hereof, reserving final discretion and approval by City as to any proposed project and Development Impact Fee and their implementation, and all proceedings and decisions in connection therewith. Nothing herein shall obligate Authority, Authority Board, City or City Council to exercise their discretion in any particular manner, and any exercise of discretion reserved hereunder or required by law shall not be deemed to constitute a breach of the Authority's duties under this Agreement.

(c) Will Serve Letter. The only binding agreement to serve the properties in question with electrical or other utilities will be pursuant to a "will serve" letter issued by, and subject to the discretion of, the Authority. Will serve letters will contain terms and conditions deemed appropriate by the Authority and will be subject requirements deemed appropriate by the Authority including but not limited to the following:

- Completed and accepted land use entitlement application,
- Completed and accepted Regulatory License application,
- Payment of on-site facilities as determined by the Authority, and
- Deposits for system improvements covered by this Deposit Agreement.

3. Term; Termination. This Agreement shall continue for a period of ten years unless

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

4. Deposit Agreement Not Debt; Limitation of Liability. This Deposit Agreement does not constitute a debt or liability of the Authority nor the City. No member of the Authority Board or City Council and no officer, employee or agent of the Authority or City shall to any extent be personally liable hereunder. Developer acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Deposit, that its obligation to pay the Deposit is an essential term of this Agreement and is not severable from City's obligations and Owner's rights to be acquired hereunder, and that Owner expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of the Deposit on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 et seq.), or otherwise. In addition to any other remedy set forth in this Agreement for Owner's default, if Owner shall fail to timely pay any portion of the Deposit when due City shall have the right to withhold issuance of any further building permits, occupancy permits, or other development or building permits for the Project.

5. Indemnification. The Developer hereby agrees to assume the defense of, indemnify and hold harmless the Authority and City, and each of their councils, boards, members, officers, employees and agents, from and against all actions, claims or proceedings of every type and description to which they or any of them may be subjected or put, by reason of, or arising out of, any acts or omissions of the Developer or any of its members, officers, employees, contractors or agents in connection with the negotiation and approval of the Project or the Facilities. The Authority shall promptly notify the Developer of any such claim, action or proceeding, and the Authority and City shall cooperate in the defense thereof.

6. Delivery of Materials.

(a) Work Product. Upon request, Authority shall deliver to Developer copies of all plans, studies, reports or analyses ("Work Product") undertaken and paid for by Deposit funds, whether in draft or final form. Authority shall have no obligation to disclose any documents, information or correspondence that are protected by attorney/client privilege, or for which Authority is prevented from disclosing by any confidentiality obligation, contractual or otherwise, or which is forbidden from disclosure by any applicable state or federal law or regulation.

(b) Reports. At such time as the Authority may request an increase in the Deposit as allowed above, the Authority shall also deliver to Developer a reasonably detailed report describing the Authority's expenditures of the Deposits through the date of the request and any Work Product produced as a result of such expenditures.

7. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement may not be assigned by either of the parties hereto without the written consent of the other party.

9. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10. Amendments. Amendments to this Agreement shall be made only by written instrument executed by each of the parties hereto.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Entire Agreement. This Agreement contains the entire understanding among the Partners and supersedes any prior written or oral agreements between them regarding the subject matter contained in this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Partners relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

13. Attorney's Fees. If any action at law or in equity, including an action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.

14. Governing Law. All questions with regard to the construction of this Agreement and the rights and liabilities of the parties will be governed by the laws of the State of California.

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

NEEDLES PUBLIC UTILITY AUTHORITY

(Applicant/Applicant LLC)

By: _____
Name: _____
Title: _____

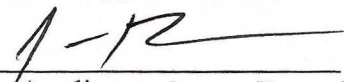
By: 
Name: /Applicant Jesse Dean Brown
Applicant LLC Needles Flower Refinery
Title: Developer

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Parcel A: (Assessor's Parcel No: 0660-081-30)

Parcel 1 of Parcel Map No. 14798, in the City of Needles, County of San Bernardino, State of California, as per Map recorded in Book 180, Pages 7 and 8 of Parcel Maps, Records of said County.

Parcel B: (Assessor's Parcel No: 0660-081-31)

Parcel 2 of Parcel Map No. 14798, in the City of Needles, County of San Bernardino, State of California, as per Map recorded in Book 180, Pages 7 and 8 of Parcel Maps, Records of said County.



City of Needles

817 Third Street • Needles, California 92363
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Item 3.

#24

PAYMENT AGREEMENT ON-SITE ELECTRIC HARDWARE AND LABOR CANNABIS BUSINESS

N/A-Building already being served
by Cultivation CUP

Date: _____

Site Address/APN: 2701 Columbus Dr. APN# 0660-081-30, Needles, CA

Each cannabis business will require electric transmission and the ancillary hardware to support the system.

This includes, but is not limited to, the transformer, primary riser, switches, pad for the transformer, installation of metering in the panel, and labor for installation.

The purchase of this equipment occurs within 3 business days of receiving the payment, and is a non-refundable cost. If the project is withdrawn by the applicant, or the CUP is not granted, or the regulatory license cannot be issued, the applicant may claim the transformer, etc. for use elsewhere or sale to another applicant.

For the site identified above, the cost is \$ _____

I understand that the monies provided to the City for the purpose of transmission related on-site hardware and labor will be ordered within 3 business days of payment being received and is a non-refundable cost

Jesse Dean Brown

Print Name

Project Affiliation: Owner


Signature

Date:

5-23-23

AGREEMENT

THIS AGREEMENT ("Agreement") is made and _____ day of _____, (the "Effective Date"), by and between the City of Needles, a charter city ("City") and Needles Flower Refinery ("Licensee"). City and Licensee are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." Licensee is the applicant or legal representative of the applicant for the regulatory license for the property located at _____, Needles, California ("Project").
2701 Columbus Dr

For valuable consideration, the adequacy of which is acknowledged and admitted by the Parties hereto, the Parties agree as follows:

- A. The Licensee shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul and/or seek monetary damages resulting from an approval of the City; or any agency or instrumentality thereof, advisory commission; appeal board or legislative body including actions approved by the voters of the City, concerning Project.
 - B. City shall promptly notify the Licensee of any claim, action; or proceeding to which this condition is applicable and shall reasonably cooperate in the defense of the action.
 - C. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense.
1. Governing Law. This Agreement is entered into and to be performed in Needles, California and shall be governed by the laws of the State of California without regard to conflict of law principles that may be applicable.
 2. Severability. If any provision of this Agreement is found to be illegal or unenforceable, then such provision shall be deemed stricken, and the remaining provisions shall remain in full force and effect.
 3. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original.
 4. Attorneys' Fees and Costs. In the event of any litigation between the Parties to interpret or enforce this Agreement, the prevailing Party shall be awarded its reasonable costs and attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement, made and effective as of the Effective Date set forth above.

"CITY"
CITY OF NEEDLES

ATTEST:

By: _____
_____, Mayor

By: _____
Dale Jones, City Clerk

"LICENSEE"

1-12

By: Jesse Dean Brown

Its: Needles Flower Refinery

#26

**USE OF STEEL BUILDINGS
ARCHITECTURAL ENHANCEMENT REQUIREMENT**

The City allows the use of steel buildings for any cannabis business. The City requires a 25% coverage area of any side of a steel building that faces a street, or is located at an intersection where the building wall(s) will be visible.

The architectural enhancement requirement can be satisfied through murals depicting themes reminiscent of Needles history, facades using stone or other rock related products, wood treatments, stucco panels, etc.

The "sample drop box" can provide samples of projects and the architectural enhancement being used.

Acknowledgement of Policy Jesse Dean Brown
Printed Name

Signature: 

6/9/2020	REQUIRED DOCUMENTS FOR PROJECT SUBMITTAL			
Form #		DISPENSARY	CONSUMPTION	DISPENSARY AND CONSUMPTION
	REGULATORY PERMIT LICENSE			Item 3.
28	Application Submittal Requirements			
29	Regulatory License Application (COPY INCLUDED)			
30	Business Structure Documents (Articles of Incorporation/LLC/Corp.) w/bylaws if non-profit			
31	Government issued photo identification			
32	Copy of lease if not the property owner (owner is required to sign application)			
33	Identification of each member of the organization, including property owners, business owners, investors, employees, etc.			
34	For each person identified in #33 above, provide signed affidavit certifying that they have not been convicted of crimes listed (COPY INCLUDED)			
35	For each person identified in #33 above, provide signed affidavit certifying that they are not a licensed physician making patient recommendations for cannabis pursuant to Section 11362.7 (COPY INCLUDED)			
36	for each person identified in #33 above, the signed document statement attesting to the truthfulness and correctness of the information contained in the application (COPY INCLUDED)			
37	For each person identified in #33 above, the signed document "authorization to allow the City Manager or his/her designee to seek verification of the information contained in the application (COPY INCLUDED)			
38	For each person identified in #33 above, the signed document "acknowledgement that property owner, owners, operators, managers, agents, volunteers, employees, and any member of a medical marijuana business may be subject to prosecution under federal law (COPY INCLUDED)			
39	For each person identified in #33 above, the signed document "waiver and release from any and all legal liability related to or arising from the application for a cannabis business license" (COPY INCLUDED)			
40	For each person identified in #33 above, the signed document "Certification Relative to Suspension and/or Revocation of License(s) in the Past Three Years" (COPY INCLUDED)			
41	Deposit Agreement for Conditional Use Permit and Regulatory License (COPY INCLUDED)			
42	Indemnification Agreement (COPY INCLUDED)			
43	For each person identified in #31 above, the processing of live scan providing background check and fingerprinting (excluding owners and shareholders of publicly traded companies)			



City of Needles

817 Third Street • Needles, California 92363

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Item 3.

#28

CANNABIS BUSINESS LICENSE - DISPENSARY AND/OR CONSUMPTION LOUNGE SUBMITTAL REQUIREMENTS

DEPOSIT: \$5,000

- 1) Articles of Incorporation or other proof that applicant has filed or is currently registered with the State of California as a Cannabis Facility pursuant to Corporations Code §12201 or Corporations Code §12300, or other applicable provision, if applicable.
- 2) A valid and unexpired government issued photo ID of all owners and persons with a financial interest – Driver's License or Passport.
- 3) An affidavit certifying that the applicant, and any of the officers, directors, owners or operators have not been convicted of:
 - a. A conviction for homicide.
 - b. A conviction for racketeering, including but not limited to, a conviction under the Racketeer Influenced and Corrupt Organizations Act, the Organized Crime Control Act of 1970, or any other state or federal law prohibiting organized crime.
 - c. A felony conviction for the illegal possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance.
 - d. A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code.
 - e. A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code.
 - f. A felony conviction involving fraud, deceit, or embezzlement.
 - g. Within the preceding two (2) years, any felony conviction for burglary, including first- and/or second-degree burglary.
 - h. A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - i. A felony conviction for drug trafficking with enhancements pursuant to H&S Code Sections 11370.4 or 11379.8.
 - J Any conviction involving a gang enhancement pursuant to Penal Code Section 186.22.
 - k Within the preceding five (5) years, any violation of the Compassionate Use Act, the Medicinal and Adult-Use Cannabis Regulation and Safety Act, the MAUCRSA, or any other State law or Constitutional provisions regulating Cannabis, as may be amended from time to time;

Submittal Requirements – Page 2

1. Within the preceding ten (10) years, any violations of subdivision (c) or (d) of H&S Code Section 11357, or Section 11361, or any other provision involving sale to minors, and/or Articles 1, 3, 5, 6 or 7 of Chapter 6 of Division 10 of the H&S Code;
- m Within the preceding five (5) years, any conviction for possession, sale, use,
- 4) An affidavit certifying that the applicant, and any of its officers, directors, owners, operators, employees, or agents is not a licensed physician making patient recommendations for Medical Cannabis pursuant to Section 11362.7.
- 5) One (1) set of fingerprints for each applicant, excluding owners and shareholders of publicly traded companies, conducted via Live Scan.

(Live Scan is performed by the San Bernardino County Sherriff Department located at 1111 Bailey Ave., Needles. The applicant shall pay the Sheriff's Department the fees for this service and the Sheriff's Department will forward a copy to the City.)
- 6) Acknowledgement that property owners, owners, operators, managers, agents, volunteers, employees and any member of a Cannabis Business may be subject to prosecution under federal law
- 7) Signed authorization form to allow the City Manager or his/her designee to seek verification of the information contained in the application
- 8) A signed statement attesting to the truthfulness and correctness of the information contained in the application
- 9) A signed waiver and release form from any and all legal liability related to or arising from the application for a cannabis business license
- 10) Signed certification form relative to suspension and/or revocation of license(s) in the past three years
- 11) An estimate of the size of the Cannabis Facility.
- 12) A site plan and floor plan of the premises denoting all areas of the premises, including storage, processing areas, lighting, signage, etc. This document should be the same as what is submitted for the Conditional Use Permit application.
- 13) A detailed copy of the Security Plan, as submitted for the Conditional Use Permit application
- 14) A detailed description of the Cannabis Facility's operating procedures as submitted for the Conditional Use Permit application
- 15) Evidence that the Cannabis Facility is or will be operating in strict accordance with State law, including the Act, the Program and the Guidelines, as well as the Medicinal and Adult Use Cannabis Regulation and Safety Act.
(Ex. Nonprofit organization documents from the IRS or California Secretary of State.)
- 16) Such other information as may be required by the City Manager or his/her designee to determine compliance with any other eligibility requirements for issuance of the license as specified by state or local law.



City of Needles

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

Item 3.

#29

APPLICATION CANNABIS BUSINESS LICENSE DISPENSARY AND/OR CONSUMPTION LOUNGE

Pursuant to City of Needles Municipal Code Chapter 12A

DEPOSIT: \$5,000

DATE: _____ ADDRESS OF FACILITY: 2701 Columbus Dr Needles, CA 92363

CANNABIS BUSINESS LICENSE applications are reviewed and approved administratively by the city manager or designee pursuant to Chapter 12A of the Municipal Code. The purpose of the review is to ensure that the Cannabis facility will be conducted in a secure, safe and business-like manner consistent with all applicable local and state laws, rules and regulations governing the processing type(s) of Cannabis, including without limitation the Compassionate Use Act as set forth in California Health and Safety Code Section 11362.5, the Marijuana Program Act as set forth in the California Health and Safety Code Sections 11362.5 through 11362.83, the August 2008 Attorney General Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use; and the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

REVOCABLE LICENSE:

The Cannabis License constitutes a revocable privilege, which shall be subject to revocation/suspension in the event that the Cannabis Facility or its Owner(s), Operator(s), managers, employees, agents, members or volunteers violate any provisions of the Municipal Code, State law or regulations, or fails to pay any Cannabis Business Tax, or other fees when due.

PROPERTY OWNER CONSENT:

In the event the Owner(s) are not the legal owner(s) of the real property, the application shall be accompanied by a copy of a written and signed lease between the Owner(s) and the property owner authorizing use of the premises as a Cannabis Facility, or, if no written lease exists, a written, notarized acknowledgement from the property owner(s) that he/she/they have been advised and agree that a Cannabis Facility will be operated upon, in, or from the property. Proof of property owner consent shall be submitted with the application before the application will be accepted as complete.

FACILITY TYPE: ☐ DISPENSARY ☐ CONSUMPTION LOUNGE ☒ DISPENSARY & CONSUMPTION LOUNGE
(all that apply) ☐ Delivery Service ☐ ingestion ☐ smoking ☐ consumption

BY SIGNING THIS APPLICATION, THE APPLICANT(S) HEREBY:

1. REPRESENT(S) THAT APPLICANT(S) HAS REVIEWED THE CONTENTS OF NEEDLES MUNICIPAL CODE CHAPTER 12A AND ACKNOWLEDGES ITS TERMS AND CONDITIONS; (ORDINANCE 576-AC)
2. AUTHORIZE(S) THE CITY MANAGER OR DESIGNEE TO SEEK VERIFICATION OF THE INFORMATION CONTAINED IN THIS APPLICATION;
3. CONSENT(S) TO SUBMITTING TO A FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK CONDUCTED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT USING LIVE SCAN;
4. DECLARE(S) UNDER PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION AND SUBMITTED HERewith IS TRUE AND CORRECT;
5. ACKNOWLEDGES A WAIVER AND RELEASE OF THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LEGAL LIABILITY RELATED TO OR ARISING FROM THE APPLICATION FOR A CANNABIS FACILITY LICENSE, THE ISSUANCE OF THE LICENSE, OR THE ENFORCEMENT OF THE CONDITIONS AND/OR THE OPERATION OF THE CANNABIS FACILITY; AND
6. ACKNOWLEDGES OWNERS, OPERATORS, MANAGERS, AGENTS, VOLUNTEERS, AND EMPLOYEES OF THE CANNABIS FACILITY MAY BE SUBJECT TO PROSECUTION UNDER FEDERAL AND STATE LAWS

ADDRESS OF FACILITY: 2701 Columbus Dr Needles, CA 92363

NAME OF APPLICANT: Needles Flower Refinery

SIGNATURE OF APPLICANT: 

DATE:

5/23/23

***NAME OF CO-APPLICANT:** _____

***SIGNATURE OF CO-APPLICANT:** _____

DATE: _____

***NAME OF PROPERTY OWNER:** Jesse Dean Brown

(If different from Applicant)

***SIGNATURE OF PROPERTY OWNER:** 

DATE:

5-23-23

NAME OF PROPERTY OWNER: _____

(If different from Applicant)

SIGNATURE OF PROPERTY OWNER: _____

DATE: _____

**Include Name and Signature of other Property Owners on separate sheet.*

NOTE: INCOMPLETE APPLICATION SUBMITTALS WILL NOT BE ACCEPTED.

**AFFIDAVIT ACKNOWLEDGING THAT OFFICERS, DIRECTORS, OWNERS
AND OPERATORS OF CANNABIS BUSINESSES HAVE NOT BEEN
CONVICTED OF THE FOLLOWING LISTED BELOW**

#34

Jesse Dean Brown, declare and state as follows:

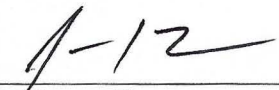
1. I am an Owner (officer/director/ owner operator/employee/other) of a Cannabis Business applying for a Regulatory License.
2. I hereby certify that I do not have:
 - a. A conviction for homicide.
 - b. A conviction for racketeering, including but not limited to, a conviction under the Racketeer Influenced and Corrupt Organizations Act, the Organized Crime Control Act of 1970, or any other state or federal law prohibiting organized crime.
 - c. A felony conviction for the illegal possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance.
 - d. A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code.
 - e. A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code.
 - f. A felony conviction involving fraud, deceit, or embezzlement.
 - g. Within the preceding two (2) years, any felony conviction for burglary, including first- and/or second-degree burglary.
 - h. A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - i. A felony conviction for drug trafficking with enhancements pursuant to Sections 11370.4 or 11379.8.
 - j. Any conviction involving a gang enhancement pursuant to Penal Code Section 186.22.

- k Within the preceding five (5) years, any violation of the Compassionate Use Act, the Medical Marijuana Program Act, the Medicinal and Adult Use Cannabis Regulation and Safety Act, or any other State law or Constitutional provisions regulating Marijuana, as may be amended from time to time;
- l Within the preceding ten (10) years, any violations of subdivision (d) or (e) of H&S Code Section 11357, or Section 11361 and/or Articles 1, 3, 5, 6 or 7 of Chapter 6 of Division 10 of the H&S Code;
- m Within the preceding five (5) years, any conviction for possession, sale, use, distribution, and/or manufacturing of any Schedule I or Schedule II controlled substance as defined or described in the federal Controlled Substances Act
- n. Within the preceding three (3) years, any administrative orders or civil judgments for violations of labor standards

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20____, at _____, California

By:


Jesse Dean Brown (Print)
Its: River Boys

**AFFIDAVIT ACKNOWLEDGING THAT OFFICERS, DIRECTORS, OWNERS
AND OPERATORS OF CANNABIS BUSINESSES HAVE NOT BEEN
CONVICTED OF THE FOLLOWING LISTED BELOW**

#34

Sharon Brown, declare and state as follows:

1. I am an Manager Agent (officer/director/ owner operator/employee/other) of a Cannabis Business applying for a Regulatory License.
2. I hereby certify that I do not have:
 - a. A conviction for homicide.
 - b. A conviction for racketeering, including but not limited to, a conviction under the Racketeer Influenced and Corrupt Organizations Act, the Organized Crime Control Act of 1970, or any other state or federal law prohibiting organized crime.
 - c. A felony conviction for the illegal possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance.
 - d. A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code.
 - e. A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code.
 - f. A felony conviction involving fraud, deceit, or embezzlement.
 - g. Within the preceding two (2) years, any felony conviction for burglary, including first- and/or second-degree burglary.
 - h. A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - i. A felony conviction for drug trafficking with enhancements pursuant to Sections 11370.4 or 11379.8.
 - j. Any conviction involving a gang enhancement pursuant to Penal Code Section 186.22.

- k Within the preceding five (5) years, any violation of the Compassionate Use Act, the Medical Marijuana Program Act, the Medicinal and Adult Use Cannabis Regulation and Safety Act, or any other State law or Constitutional provisions regulating Marijuana, as may be amended from time to time;
- l Within the preceding ten (10) years, any violations of subdivision (d) or (e) of H&S Code Section 11357, or Section 11361 and/or Articles 1, 3, 5, 6 or 7 of Chapter 6 of Division 10 of the H&S Code;
- m Within the preceding five (5) years, any conviction for possession, sale, use, distribution, and/or manufacturing of any Schedule I or Schedule II controlled substance as defined or described in the federal Controlled Substances Act
- n. Within the preceding three (3) years, any administrative orders or civil judgments for violations of labor standards

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20____, at _____, California

By:


Sharon Brown

(Print)

Its: River Boys

#35

1 AFFIDAVIT CERTIFYING THAT THEY ARE
2 NOT A LICENSED PHYSICIAN MAKING PATIENT
3 RECOMMENDATIONS FOR CANNABIS PURSUANT
4 TO SECTION 11362.7

5 I, Jesse Dean Brown, declare and state as follows:

6 1. I am a member of an organization, or property owner, applying for a regulatory license for
7 a Cannabis business

8 2. I hereby certify that I am not a licensed physician making patient recommendations for
9 Cannabis pursuant to Section 11362.7

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct.

13 Executed on _____, 20__, at _____, California.

14
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16 By: 

17 [] Jesse Dean Brown

18 Its: River Boys
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AFFIDAVIT CERTIFYING THAT THEY ARE
NOT A LICENSED PHYSICIAN MAKING PATIENT
RECOMMENDATIONS FOR CANNABIS PURSUANT
TO SECTION 11362.7

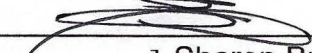
I, Sharon Brown, declare and state as follows:

1. I am a member of an organization, or property owner, applying for a regulatory license for a Cannabis business

2. I hereby certify that I am not a licensed physician making patient recommendations for Cannabis pursuant to Section 11362.7

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20__, at _____, California.

By: 
[] Sharon Brown
Its: River Boys

NEEDLES CANNABIS BUSINESS LICENSE**STATEMENT ATTESTING TO THE TRUTHFULNESS AND CORRECTNESS OF THE
INFORMATION CONTAINED IN THE APPLICATION**

I, Jesse Dean Brown, acting in the capacity of ^{Owner}property owner/employee/
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at facility

hereby certifies under penalty of perjury that all information contained in the application is
true and correct.

Name: J-12
Signature

Date: _____

Jesse Dean Brown
Print Name

NEEDLES CANNABIS BUSINESS LICENSE**STATEMENT ATTESTING TO THE TRUTHFULNESS AND CORRECTNESS OF THE
INFORMATION CONTAINED IN THE APPLICATION**

I, Sharon Brown, acting in the capacity of Manager Agent
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at _____ facility

hereby certifies under penalty of perjury that all information contained in the application is true and correct.

Name: 
Signature

Date: _____

Sharon Brown
Print Name

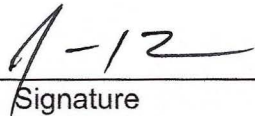
#37

NEEDLES CANNABIS BUSINESS LICENSE

AUTHORIZATION TO ALLOW THE CITY MANAGER OR HIS/HER DESIGNEE TO SEEK
VERIFICATION OF THE INFORMATION CONTAINED IN THE APPLICATION

I, Jesse Dean Brown, acting in the capacity of Owner
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at _____ facility

authorize the City Manager or his/her designee to seek verification of the information
contained in the application.

Name: 
Signature

Date: _____

Jesse Dean Brown
Print Name

#37

NEEDLES CANNABIS BUSINESS LICENSE**AUTHORIZATION TO ALLOW THE CITY MANAGER OR HIS/HER DESIGNEE TO SEEK
VERIFICATION OF THE INFORMATION CONTAINED IN THE APPLICATION**

I, Sharon Brown, acting in the capacity of Manager Agent
property owner/employee/
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at facility
authorize the City Manager or his/her designee to seek verification of the information
contained in the application.

Name: 
Signature

Date: _____

Sharon Brown
Print Name

NEEDLES CANNABIS BUSINESS LICENSE

**ACKNOWLEDGEMENT THAT PROPERTY OWNER, OWNERS, OPERATORS, MANAGERS,
AGENTS, VOLUNTEERS, EMPLOYEES, AND ANY MEMBER OF A CANNABIS
BUSINESS MAY BE SUBJECT TO PROSECUTION UNDER FEDERAL LAW**

I, Jesse Dean Brown, acting in the capacity of Owner
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at _____ facility

acknowledge that property owners, owners, operators, managers, agents, volunteers,
employees and any member of a Cannabis business may be subject to prosecution
under federal law

Name: _____


Signature

Date: _____

Jesse Dean Brown
Print Name

NEEDLES CANNABIS BUSINESS LICENSE

**ACKNOWLEDGEMENT THAT PROPERTY OWNER, OWNERS, OPERATORS, MANAGERS,
AGENTS, VOLUNTEERS, EMPLOYEES, AND ANY MEMBER OF A CANNABIS
BUSINESS MAY BE SUBJECT TO PROSECUTION UNDER FEDERAL LAW**

I, Sharon Brown, acting in the capacity of Manager Agent
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at _____ facility

acknowledge that property owners, owners, operators, managers, agents, volunteers,
employees and any member of a Cannabis business may be subject to prosecution
under federal law

Name: _____

Signature

Date: _____

Sharon Brown

Print Name

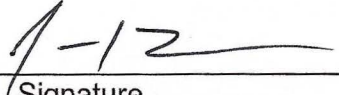
#39

NEEDLES CANNABIS BUSINESS LICENSE

WAIVER AND RELEASE FROM ANY AND ALL LEGAL LIABILITY
RELATED TO OR ARISING FROM THE APPLICATION FOR A
CANNABIS BUSINESS LICENSE

I, Jesse Dean Brown, acting in the capacity of Owner
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at _____ facility

hereby waive and release the City, its officers, officials, employees, and agents from any and all legal liability related to or arising from the application for a Cannabis Business License, the issuance of the License, or the enforcement of the conditions of the License, and/or the operation of the cannabis business.

Name: 
Signature

Date: _____

Jesse Dean Brown
Print Name

#39

NEEDLES CANNABIS BUSINESS LICENSE

WAIVER AND RELEASE FROM ANY AND ALL LEGAL LIABILITY
RELATED TO OR ARISING FROM THE APPLICATION FOR A
CANNABIS BUSINESS LICENSE

I, Sharon Brown, acting in the capacity of Manager Agent
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at _____ facility

hereby waive and release the City, its officers, officials, employees, and agents from any and all legal liability related to or arising from the application for a Cannabis Business License, the issuance of the License, or the enforcement of the conditions of the License, and/or the operation of the cannabis business.

Name: 
Signature

Date: _____

Sharon Brown
Print Name

NEEDLES CANNABIS BUSINESS LICENSE

#40

CERTIFICATION RELATIVE TO SUSPENSION AND/OR REVOCATION
OF LICENSE(S) IN THE PAST THREE YEARS

I, Jesse Dean Brown, acting in the capacity of Owner
2701 Columbus Dr Needles, CA 92363
owner/investor/manager agent/volunteer at _____ facility

hereby certifies under penalty of perjury that within the past three (3) years, I have not had a license for any Cannabis Business suspended and/or revoked by the city, the State of California, or any other city or local agency.

Name: _____

Signature

Date: _____

Jesse Dean Brown

Print Name


NEEDLES CANNABIS BUSINESS LICENSE

#40

CERTIFICATION RELATIVE TO SUSPENSION AND/OR REVOCATION
OF LICENSE(S) IN THE PAST THREE YEARS

I, Sharon Brown, acting in the capacity of Manager Agent
property owner/employee/
owner/investor/manager agent/volunteer at 2701 Columbus Dr Needles, CA 92363
facility

hereby certifies under penalty of perjury that within the past three (3) years, I have not had a license for any Cannabis Business suspended and/or revoked by the city, the State of California, or any other city or local agency.

Name: 
Signature

Date: _____

Sharon Brown
Print Name



City of Needles

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

#41

Item 3.

DEPOSIT AGREEMENT FOR CANNABIS CONDITIONAL USE PERMIT AND CANNABIS BUSINESS LICENSE

Site Address/APN:

Site Address: 2701 Columbus Dr Needles, CA 92363
APN 0660-081-30

Conditional Use Permits for a Cannabis Business are actual cost projects. The actual cost for a project is determined according to the time spent by personnel on that project and the associated personnel benefits, department overhead, legal, finance, and any other costs incurred for that project.

Initial deposits are determined by the City Council. The initial deposit is \$35,000 for projects beginning with raw land and \$20,000 for projects utilizing existing buildings or previously constructed lots for each Conditional Use Permit (CUP) and \$5,000 for each Cannabis Business License on the same site.

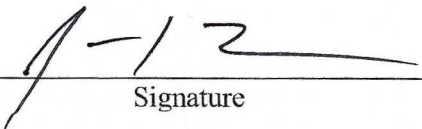
Upon completion, the actual costs will be itemized and deducted from the deposit. Monies that remain unused once the entitlement has been approved and the regulatory license issued, are refunded back to the applicant.

I understand that the monies provided to the City for the purpose of processing a Conditional Use Permit and a Regulatory License for a Cannabis Business are deposits, used for the purposes identified above.

Jesse Dean Brown

Print Name

Project Affiliation: Owner


Signature

Date: _____

#42

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____ (the "Effective Date"), by and between the City of Needles, a charter city ("City") and Needles Flower Refinery ("Licensee"). City and Licensee are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." Licensee is the applicant or legal representative of the applicant for the regulatory license for the property located at , 2701 Columbus Dr Needles, CA 92363 APN# 0660-081-30, Needles, California ("Project").

For valuable consideration, the adequacy of which is acknowledged and admitted by the Parties hereto, the Parties agree as follows:

- A. The Licensee shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul and/or seek monetary damages resulting from an approval of the City; or any agency or instrumentality thereof, advisory commission; appeal board or legislative body including actions approved by the voters of the City, concerning Project.
- B. City shall promptly notify the Licensee of any claim, action; or proceeding to which this condition is applicable and shall reasonably cooperate in the defense of the action.
- C. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense.

1. Governing Law. This Agreement is entered into and to be performed in Needles, California and shall be governed by the laws of the State of California without regard to conflict of law principles that may be applicable.

2. Severability. If any provision of this Agreement is found to be illegal or unenforceable, then such provision shall be deemed stricken, and the remaining provisions shall remain in full force and effect.

3. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original.

4. Attorneys' Fees and Costs. In the event of any litigation between the Parties to interpret or enforce this Agreement, the prevailing Party shall be awarded its reasonable costs and attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement, made and effective as of the Effective Date set forth above.

"CITY"

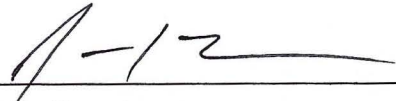
CITY OF NEEDLES

ATTEST:

By: _____
_____, Mayor

By: _____
Dale Jones, City Clerk

"LICENSEE"

By: 

Jesse Dean Brown

Its: River Boys _____



City of Needles, California Request for City Council Action

Item 4.

☒ CITY COUNCIL ☐ NPUA ☐ HACN ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: City Council Ordinance No.663-AC
An Ordinance of the City Council of the City of Needles Amending the Needles Municipal Code (NMC) Amendment to the Needles Municipal Code (NMC) Sections of the Zoning Code as follows:
Section 94 "Permits", Section 96 "Uses", Section 97 "Intensity of Uses", Section 98 "Site Requirements", Section 99 "Development Standards", Section 111 "Vehicular Provisions", Section 112 "Special Requirements for Certain Users", Section 115 "Nonconforming Situations", Needles Municipal Code Chapter 19 "Subdivision of Land"

Background: The City last comprehensively updated its zoning ordinance in 1995. Since that time, the City has updated portions of its zoning ordinance to address specific matters. The City has also updated several of the Elements of its General Plan in the meantime, including the Land Use, Transportation, and Housing Elements.

The City's 6th Cycle Housing Element, adopted September 13, 2022, identified constraints on the development of housing within the City for which responsive programs and policies address. In addition, the State has passed legislation pertaining to land use, housing, and permitting procedures which will require codification and implementation by the City. With the assistance of Michael Baker International, the Planning Department has performed a focused review of the zoning ordinance to ensure zoning regulations remain in compliance with State law, implement programs identified in the City's 6th Cycle Housing Element, streamline permitting processes, and modernize and development standards.

As such, the City is updating its zoning code and development standards to promote development—both commercial and residential. Ultimately, the City aims to streamline its permitting processes by processing most residential projects ministerially. Updates have been informed by the 6th Cycle Housing Element's policies and programs, as well as State law. A revised land use matrix that incorporates required changes based upon Housing Element programs and updates to State law is provided and attached.

Ordinance Text Updates

Baker International has drafted the City of Needles Zoning Code amendments based on updates taken from the Housing Element's policies and programs, and applicable recent legislation to State law. City staff are seeking approval from the Planning Commission on the following actions:

1. Zoning District Revisions: Revise development standards for the City's existing land use districts and introduce standards for the City's newly created Downtown Core subsection of the C-2 zone to accommodate the changing development needs and reduce governmental constraints on housing development.

2. **Mixed-Use Development:** Rezone to the downtown area to encourage mixed use development and taller buildings. The city currently allows for mixed-use development along the river, but not in its downtown core.
3. **Metal Buildings:** Revise the development standards to allow metal storage containers to be used as building materials for other types of structures (not just accessory buildings) including residential uses.
4. **Walls/Fences:** This revision aims to ensure alignment with the building code, include provisions for fence heights between different land uses. The proposed changes enhance clarity and consistency in zoning regulations.
5. **Parking Requirements:** Review and update parking standards to reflect current trends in transportation. The proposed language encourages parking reductions in the Downtown Core, residential parking reductions near public transit, and establishes standards for secondary driveways.
6. **Tract Maps:** The update introduces a standardized process for Tract Map entitlement and establishes objective findings. This standardized procedure ensures a transparent, consistent, and predictable review process for tract developments, enhancing the city's planning and development procedures.
7. **Solar Facilities:** In accordance with State law, the update revises solar requirements while addressing the City's role as a utility provider and offers guidance and transparency.
8. **Cell Towers:** Proposed revisions include additional standards for cell towers, encompassing height, design, and siting considerations. The update also contemplates camouflage provisions while respecting federal regulations governing cell tower installations.
9. **Home Occupation Permits:** The update refines the standards and permitting requirements for home occupancy uses and aligns the code with state recommendations.
10. **Supportive Housing:** Updates to the permissibility of supportive housing types to remain compliant with State Law and supports diverse housing types.
11. **Reorganization of Section 94:** Provide clear guidance for Applicants and Staff on the permitting procedure for each of the City's main permit types, such as Zoning Permits, Special Use Permits, and Conditional Use Permits.

Based on careful analysis and stakeholder input, Staff recommends approval of the proposed zoning code amendments. This update aims to foster sustainable development, economic growth, and a diverse range of housing options while preserving the city's unique character and heritage. By implementing these updates, the City can better accommodate the needs of its residents and businesses, providing a vibrant and attractive environment for current and future generations.

On October 4, 2023, the Planning Commission unanimously approved the Amendments to the Needles Municipal Code (NMC) Zoning Code. The following sections were discussed:

- Objective Findings
- Local Control
- Home Occupation Permits

It was requested that language be added to the resolution regarding the findings of residential projects. It is noted that until January 1, 2030, "objective" means involving no personal or

subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official. All findings made with regard to a housing application that has been deemed complete by January 1, 2030 will be objective and quantifiable in nature, pursuant to Government Code Section 65589.5.

Permitted Land Uses

As shown in Attachment A, *Land Use Matrix of Changes*, the project would include the following revisions to the Land Use Table:

1. Add provisions regarding EV Charging and differentiate between fuel stations and EV charging stations.
2. Make as many residential projects ministerial as possible to maintain the City's pro-housing designation as appropriate.
3. Add horse keeping to the R-2 zone.

Public Notification: A public hearing notice was published in the Needles Desert Star on September 20, 2023.

Fiscal Impact: The proposed zoning ordinance update will have various fiscal implications, both short-term and long-term. It is essential to consider the financial aspects of these changes to ensure the City can effectively manage the implementation and maintenance of the updated Zoning Ordinance.

1. **Increased Revenue Generation:** The introduction of new mixed-use zoning districts is expected to attract more businesses and investors to the City. Objective standards and streamlined permitting offers confidence to prospective developers and encourages development. This would lead to increased sales tax revenue, business license fees, and property tax revenue from new developments, positively impacting the City's finances.
2. **Enforcement and Monitoring Costs:** The successful implementation of the updated zoning code relies on effective enforcement and regular monitoring of compliance. Additional Staff and resources might be necessary for these tasks, impacting the City's operational budget.
3. **Long-Term Economic Impact:** The zoning ordinance update aims to create a more business-friendly and resident-friendly environment, which may contribute to long-term economic growth. A thriving local economy will boost property values and increase revenue for the City.

Environmental: This project is categorically exempt under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines; whereas a project is considered to be exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. 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, the activity is not subject to CEQA.

The reasons for the CEQA exemption are as follows:

1. **General Rule of Exemption:** The proposed zoning ordinance update is primarily administrative, and its primary purpose is to organize, clarify, and update existing zoning regulations. It does not involve any physical development or alteration of the environment.
2. **Consistency with General Plan:** The zoning ordinance update is consistent with the goals and policies of the City's General Plan. It focuses on sustainable growth, historic preservation, and providing a range of housing options, aligning with the long-term vision for the city's development.
3. **Protection of Environment:** The zoning ordinance update includes provisions to protect sensitive environmental resources, promote sustainable development practices, and mitigate potential impacts on the environment.
4. **Limited to Administrative Changes:** The proposed zoning ordinance update does not introduce any major policy shifts or create new land uses. It mainly involves the reorganization and clarification of existing regulations.

Recommended Action: Approve Ordinance 663-AC Amending the Needles Municipal Code (NMC) Sections: Section 94 "Permits", Section 96 "Uses", Section 97 "Intensity of Uses", Section 98 "Site Requirements", Section 99 "Development Standards", Section 111 "Vehicular Provisions", Section 112 "Special Requirements for Certain Users", Section 115 "Nonconforming Situations", Needles Municipal Code Chapter 19 "Subdivision of Land"

Submitted By: Patrick Martinez, City Manager
Nancy Huff, Director of Development Services

City Management Review:  **Date:** 10-6-2023

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

Agenda Item: 4

ORDINANCE 663-AC

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES,
CALIFORNIA, AMENDING THE MUNICIPAL CODE (NMC) SECTIONS:
SECTIONS OF THE ZONING ORDINANCE AS FOLLOWS: SECTION 94
“PERMITS”, SECTION 96 “USES”, SECTION 97 “INTENSITY OF USES”,
SECTION 98 “SITE REQUIREMENTS”, SECTION 99 “DEVELOPMENT
STANDARDS”, SECTION 111 “VEHICULAR PROVISIONS”, SECTION 112
“SPECIAL REQUIREMENTS FOR CERTAIN USERS”, SECTION 115
“NONCONFORMING SITUATIONS”, NEEDLES MUNICIPAL CODE CHAPTER 19
“SUBDIVISION OF LAND”**

WHEREAS, the City of Needles ("City") is required by California Government Code Sections 65854 to 65857 to amend the Zoning Ordinance, as defined therein; and

WHEREAS, California Government Code Sections 65854 to 65857, authorizes the Planning Commission to amend the Zoning Ordinance if it is deemed to be in the public interest; and

WHEREAS, the City last completed a comprehensive update to its Zoning Ordinance in 1995; and

WHEREAS, by its very nature, the Zoning Ordinance is subject to update and revision to account for current and future community needs; and

WHEREAS, the Housing Element, Land Use, and Transportation Elements are three of the seven State mandated General Plan chapters or "elements" and are a component of the City's General Plan and have been recently updated in accordance with State Law; and

WHEREAS, changes to various sections of the Zoning Code related to permitted uses and development standards are proposed to implement and ensure consistency with the recently updated Housing, Land Use, and Transportation Elements; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the Zoning Ordinance Amendment is exempt under Section 15061(b)(3) of the State CEQA Guidelines; and

WHEREAS, as contained here, the City has endeavored in good faith to set forth the basis for its decisions on the Project; and

WHEREAS, the City has endeavored to take steps and impose all conditions necessary to ensure that impacts to the environment would not be significant; and

WHEREAS, all of the findings and conclusions made of the Planning Commission pursuant to this Resolution is based upon the oral and written testimony; and

WHEREAS, it is recognized that all findings made with regard to a Conditional Use Permits application that has been deemed complete by January 1, 2030 will be objective and quantifiable in nature, pursuant to Government Code Section 65589.5,

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on September 20, 2023; and

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

WHEREAS, on August 8, 2023, at a regularly-scheduled City Council meeting, a public workshop was held and the public was afforded an opportunity to comment and consider amendments to Zoning Code Sections 94, 96, 97, 98, 99, 111, 112, and 115, and Chapter 19 of the City's Municipal Code (collectively, the Zoning Ordinance Amendments known here on as "the Project"); and

WHEREAS, on October 4, 2023, the Needles Planning Commission approved **RESOLUTION NO. 10-04-2023-1 PC** recommending City Council approval of an Ordinance amendments to Zoning Code Sections 94, 96, 97, 98, 99, 111, 112, and 115, and Chapter 19 of the City's Municipal Code (collectively, the Zoning Ordinance Amendments known here on as "the Project"); and

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

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Needles, California, approves an amendment to the City Code as follows set for herein:

SECTION 1. Recitals. The recitals above are hereby incorporated by reference as a substantive component of this Ordinance.

SECTION 2. Compliance with CEQA. As the advisory body to the City Council, the Planning Commission has independently reviewed and considered the project is exempt under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines. A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. 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, the activity is not subject to CEQA. The Planning Commission finds that the categorical exemption has been completed in compliance with CEQA and the State CEQA Guidelines.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve the amendments to the Needles Municipal Code and Needles Zoning Code, attached as "Exhibit "A".

SECTION 4. The City Council HEREBY APPROVES Ordinance 663-AC for an amendment to the Needles Municipal Code and Needles Zoning Code, attached as Exhibit "A".

SECTION 5. 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 10th day of October 2023, by the following roll call vote:

AYES:
NOES
ABSENT

ABSTAIN

Mayor

Attest:

City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 24th day of October 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

	provisions of this part if completed as proposed. Such plans and applications as are finally approved are incorporated into any permit issued, and except as otherwise provided in section 94.14, all development shall occur strictly in accordance with such approved plans and applications.	Formatted... [1]
(c)	Physical improvements to land to be subdivided may not be commenced except in accordance with a conditional use permit.	Formatted: Double underline
(d)	A zoning permit, conditional use permit, special use permit, or sign permit shall be issued in the name of the applicant (except that application submitted by an agent shall be issued in the name of the principal), shall identify the property involved and the proposed use, shall incorporate by reference the plans submitted, and shall contain any special conditions or requirements lawfully imposed by the permit-issuing authority. All such permits issued with respect to tracts of land in excess of one (1) acre (except sign permits and zoning permits for single- family and two-family residential uses) shall be recorded in the San Bernardino County registry after execution by the record owner. (Ord. 427-AC)	Formatted... [2]
(2) Site Plan Permit Requirements: A site plan shall be drawn to scale of an adequate size and shall indicate clearly and with full dimensions the following data where applicable:		Formatted... [3]
(a)	Exterior boundary lines of the property indicating easements, dimensions and lot size.	Formatted... [4]
(b)	All adjacent streets or rights-of-way, including 1 bicycle and/or hiking trails.	Formatted... [5]
(c)	Location, elevations, size, height, dimensions, materials, colors, and proposed use of all buildings and structures (including walls, fences, signs, lighting and hooding devices) existing and intended to remain on the site.	Formatted... [6]
(d)	Setback information for all buildings existing and proposed at the site.	Formatted... [7]
Distances between all structures and between all property lines or easements and structures.		Formatted... [8]
(e)	Any nearby buildings which are relevant to this application.	Formatted... [9]
(f)	Any existing significant natural features such as rock outcroppings, highly protected trees, creeks, knolls and ridgelines.	Formatted... [10]
(g)	Location, number of spaces, and dimensions of off-street parking spaces, loading docks, and maneuvering areas; indicate internal circulation.	Formatted... [11]
(h)	Pedestrian, vehicular and service points of ingress and egress; driveway widths, and distances between driveways.	Formatted... [12]
(i)	Proposed landscaping; include quantity, location, varieties and container size.	Formatted... [13]
(j)	Proposed grading plan (for sites having over five (5) foot grade differential), showing existing and proposed contours, and the direction and path of drainage on, through and off the site; indicate any proposed drainage channels or facilities.	Formatted... [14]
(k)	Required and existing street dedications and improvements such as sidewalks, curbing and pavement. Indicate widths, radii of curves, street grades and whether streets are public or private.	Formatted... [15]
(l)	Other such data as may be required to by the Planning Commission and City Council or the City Planner to make the required findings for approval of the specific type of application.	Formatted... [16]
(m)	Scale shown as "Scale: 1 inch =feet" and North arrow.	Formatted... [17]
(n)	Vicinity map indicating nearby cross streets in relation to site (need not be to scale).	Formatted... [18]
(o)	Whether the proposed site is in a FEMA flood plain.	Formatted... [19]
Sec. 94.01. Eligible Applicants		Formatted: Double underline
(a)	Applications for zoning, special use, conditional use, or sign permits will be accepted only from persons having the legal authority to take action in accordance with the permit approval. By way of illustration, in general this means that applications should be made by the owners or lessees of property, or their agents, or persons who have contracted to purchase property contingent upon their ability to acquire the necessary permits under this part, or the agents of such persons (who may make application in the name of such owners, lessees, or contract vendees).	Formatted... [20]
(b)	The city planner may require an applicant to submit evidence of his/her authority to submit the application in accordance with subsection (a) of this section whenever there appears to be a reasonable basis for questioning this authority. (Ord. 427-AC)	Formatted... [21]
Sec. 94.02. Complete Applications		Formatted: Double underline
(a)	All applications for zoning, special use, conditional use, or sign permits must be complete before the permit issuing authority is required to consider the application.	Formatted... [22]
(b)	Subject to subsection (c) of this section, an application is complete when it contains all of the information that is necessary for the permit issuing authority to decide whether or not the development, if completed as proposed, will comply with all of the requirements of this part.	Formatted: Double underline
(c)	In this part, detailed or technical design requirements and construction specifications relating to various types of improvements (streets, sidewalks, etc.) are set forth in one (1) or more of the appendices to this part. It is not necessary that the application contain the type of detailed construction drawings that would be necessary to determine compliance with these appendices, so long as the plans provide sufficient information in the light of the substantive requirements set forth in this text of this part.	Formatted: Double underline
(d)	The city planner shall make every effort to develop application forms, instructional sheets, checklists, or other techniques or devices to assist applicants in understanding the application requirements and the form and type of information that must be submitted. In classes of cases where a minimal amount of information is necessary to enable the City Planner to determine compliance with this part, such as applications for zoning permits to construct single-family or two-family houses, or applications for sign permits, the city planner shall develop standard forms that will expedite the submission of the necessary plans and other required information. (Ord. 427-AC)	Formatted... [23]
Sec. 94.04. Staff consultation before formal application		Formatted: Double underline
(a)	To minimize development planning costs, avoid misunderstanding or misinterpretation, and ensure compliance with the requirements of this part, preapplication consultation between the developer and the planning staff is encouraged or required as provided in this section.	Formatted... [25]
(b)	Before submitting an application for a conditional use permit authorizing a development that consists of or contains a major subdivision, the developer shall submit to the City Planner a preliminary site-plan for such subdivision, drawn approximately to scale (one (1) inch equals one hundred (100) feet). The preliminary site plan shall contain:	Formatted... [26]
(1)	The name and address of the developer;	Formatted: Double underline
(2)	The proposed name and location of the subdivision;	Formatted: Double underline

- (3)

The approximate total acreage of the proposed subdivision;
- (4)

The tentative street and lot arrangement;
- (5)

Topographic lines; and
- (6)

Any other information the developer believes necessary to obtain the informal opinion of the planning staff as to the proposed subdivision's compliance with the requirements of this part.

The city planner shall meet with the developer as soon as conveniently possible to review the preliminary site plan.

(C) Before submitting an application for any other permit, developers are strongly encouraged to consult with the planning staff concerning the application of this part to the proposed development. (Ord. 427-AC)

Sec. 94.05. Staff consultation after application submitted

- (a)

Upon receipt of a formal application for a zoning, special use, or conditional use permit, the city planner shall review the application and confer with the applicant to ensure that he understands the planning staff's interpretation of the applicable requirements of this part, that they have submitted all of the information that they intend to submit, and that the application represents precisely and completely what the applicant has proposed to do.
- (b)

If the application is for a special use or conditional use permit, the city planner shall place the application on the agenda of the appropriate body when the application is deemed complete. (Ord. 427-AC)

Sec. 94.06. Zoning permits

- (a)

A completed application form for a zoning permit shall be submitted to the City Planner by filing a copy of the application with the planning department.
- (b)

The City Planner shall issue the zoning permit unless they finds, after reviewing the application and consulting with the applicant that:

(1)

The requested permit is not within his jurisdiction according to the table of permissible uses; or

(2)

The application is incomplete; or

(3)

If completed as proposed in the application, the development will not comply with one (1) or more requirements of this part. (Ord. 427-AC)

Sec. 94.07. Special Use Permits and Conditional Use Permits

- (a)

An application for a Special Use Permit shall be submitted to the Planning Department to be placed on a Planning Commission meeting agenda.
- (b)

An application for a Conditional Use Permit shall be submitted to the Planning Department to be placed on a City Council meeting agenda for final approval.
- (c)

Subject to subsection (d) of this section, the planning commission or the council, respectively, shall issue the requested permit unless it concludes, based upon the information submitted at the hearing, that:

(1)

The requested permit is not within its jurisdiction according to the table of permissible uses; or

(2)

The application is incomplete; or

(3)

If completed as proposed in the application, the development will not comply with one (1) or more requirements of this part.
- (d)

Even if the permit-issuing body finds that the application complies with all other provisions of this part, it may still deny the permit if it concludes based upon the information submitted at the hearing, that if completed as proposed, the development, more probably than not:

(1)

Will materially endanger the public health or safety; or

(2)

Will not be in general conformity with the general plan. (Ord. 427-AC)

Sec. 94.08. Recommendations on conditional use permit applications

- (a)

Before being presented to the council, an application for a conditional use permit shall be submitted to the planning commission for a public hearing and action.
- (b)

When presented to the planning commission, the application shall be accompanied by a staff report setting forth the planning department's proposed findings concerning the application's compliance with other requirements of this part, as well as any staff recommendations for additional requirements to be imposed by the council. If the planning department's report proposes a finding or conclusion that the application fails to comply with any other requirement of this part, it shall identify the requirement in question and specifically state supporting reasons for the proposed findings or conclusions.
- (c)

The planning commission shall consider the application and the attached staff report in a timely fashion.
- (d)

After planning commission action, the planning staff shall report to the council the planning commission recommendation and the reasons thereof.
- (e)

In response to the planning commission recommendations, the applicant may modify his application prior to submission to the council, and the planning staff may likewise revise its recommendations. (Ord. 427-AC)

Sec. 94.09. Council action on conditional use permits

In considering whether to approve an application for a conditional use permit, the council shall proceed according to the following format:

- (1)

The council shall consider whether the application is complete. If no member moves that the application be found incomplete (specifying either the particular type of information lacking or the particular requirement with respect to which the application is incomplete) then this shall be taken as an affirmative finding by the council that the application is complete.
- (2)

The council shall consider whether the application complies with all of the applicable requirements of this part. If a motion to this effect passes, the council need not make timer findings concerning such requirements.

If such a motion fails or is not made then a motion shall be made that the application be found not in compliance with one or more of the requirements of this part. Such a motion shall specify the particular requirements the application fails to meet. Separate votes may be taken with respect to each requirement not met by the application.

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~~(3) If the council concludes that the application fails to comply with one (1) or more requirements of this part, the application shall be denied.~~

~~If the council concludes that all such requirements are met, it shall issue the permit unless it adopts a motion to deny the application for one (1) or more of the reasons set forth in section 94.07(d). Such a motion shall propose specific findings, based upon the evidence submitted, justifying such a conclusion. (Ord. 427-AC)~~

~~Sec. 94.10. Planning commission action on special use permits~~

~~In considering whether to approve an application for a special use permit, the planning commission shall proceed in the same manner as the council when considering conditional use permit applications.~~

- ~~(1) The planning commission shall consider whether the application is complete. If the planning commission concludes that the application is incomplete and the applicant refuses to provide the necessary information, the application shall be denied. A motion to this effect shall specify either the particular type of information lacking or the particular requirement with respect to which the application is incomplete. A motion to this effect, concurred in by two (2) members of the planning commission, shall constitute the planning commission's finding on this issue. If a motion to this effect is not made and concurred in by at least two (2) members, this shall be taken as an affirmative finding by the commission that the application is complete.~~
- ~~(2) The planning commission shall consider whether the application complies with all of the applicable requirements of this part. If a motion to this effect passes by the necessary majority vote, the planning commission need not make further findings concerning such requirements. If such a motion fails to receive the necessary majority vote or is not made, then a motion shall be made that the application be found not in compliance with one (1) or more requirements of this part. Such a motion shall specify the particular requirements the application fails to meet. A separate vote may be taken with respect to each requirement not met by the application, and a majority vote of the commission (excluding vacant seats) in favor of such a motion shall be sufficient to constitute such motion a finding of the commission.~~

~~If the planning commission concludes that the application fails to meet one (1) or more of the requirements of this part, the application shall be denied.~~

~~If the planning commission concludes that all such requirements are met, it shall issue the permit unless it adopts a motion to deny the application for one (1) or more of the reasons set forth in section 94.07(d). Such a motion shall propose specific findings, based upon the evidence submitted, justifying such a conclusion. Since such a motion is not in favor of the applicant, it is carried by a simple majority vote. (Ord. 427-AC)~~

~~Sec. 94.11. Additional requirements on special use and conditional use permits~~

- ~~(a) Subject to subsection (b) of this section, in granting a special or conditional use permit, the planning commissioner or city council, respectively, may attach to the permit such reasonable requirements in addition to those specified in this part as will ensure that the development in its proposed location;~~
- ~~(1) Will not endanger the public health or safety;~~
- ~~(2) Will be in conformity with the general plan.~~
- ~~(b) The permit-issuing body may not attach additional conditions that modify or alter the specific requirements set forth in the ordinance codified in this part unless the development in question presents extraordinary circumstances that justify the variation from the specified requirements.~~
- ~~(c) Without limiting the foregoing, the planning commission may attach to a permit a condition limiting the permit to a specified duration.~~
- ~~(d) All additional conditions or requirements shall be entered on the permit. (Ord.427- AC)~~

~~Sec. 94.12. No occupancy, use, or sale of subdivision lots until requirements fulfilled~~

~~Issuance of a conditional use, special use, zoning permit, or sign permit authorizes the recipient to commence the activity resulting in a change in use of the land or (subject to obtaining a building permit) to commence work designed to construct, erect, move, or substantially alter buildings or other substantial structures or to make necessary improvements to a subdivision. However, except as provided in section 94.13, the intended use may not be commenced, no building may be occupied, and in the case of subdivisions, no lots may be sold until all of the requirements of this part and all additional requirements imposed pursuant to the issuance of a conditional use or special use permit have been complied with, as required. (Ord. 427-AC)~~

~~Sec. 94.13. Completing developments in phases~~

- ~~(a) If a development is constructed in phases or stages in accordance with this section, then, subject to subsection (c) of this section, the provisions of Section 94.12 (No occupancy, use, or sale of lots until requirements fulfilled) shall apply to each phase as if it were the entire development.~~
- ~~(b) As a prerequisite to taking advantage of the provisions of subsection (a) of this section, the developer shall submit plans that clearly show the various phases or stages of the proposed development and the requirements of this part that will be satisfied with respect to each phase or stage.~~
- ~~(c) If a development that is to be built in phases or stages includes improvements that are designed to relate to, benefit, or be used by the entire development (such as a swimming pool or tennis courts in a residential development) then, as part of his application for development approval, the developer shall submit a proposed schedule for completion of such improvements. The schedule shall relate completion of such improvements to completion of one (1) or more phases or stages of the entire development. Once a schedule has been approved and made part of the permit by the permit-issuing authority, no land may be used, no buildings may be occupied, and no subdivision lots may be sold except in accordance with the approved schedule. (Ord. 427-AC)~~

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Sec. 94.14. Expiration of permits

Zoning, special use, conditional use, and sign permits shall expire automatically if, within twelve (12) months after issuance of such permits:

(1) The use authorized by such permits has not commenced, in circumstances where no substantial construction, erection, alteration, excavation, demolition, or similar work is necessary before commencement of such use, or

(2) Less than ten (10) percent of the total cost of all construction, erection, alteration, excavation, demolition, or similar work on any development authorized by such permits has been completed on the site. With respect to phased development this requirement shall apply only to the first phase.

(b) If after some physical alteration to land or structures begins to take place, such work is discontinued for a period of twelve (12) months, then the permit authorizing such work shall immediately expire. However, expiration of the permit shall not affect the provisions of section 94.15.

(c) The permit-issuing authority may extend for a period up to twelve (12) months the date when a permit would otherwise expire pursuant to subsections (a) or (b) of this section if it concludes that: (1) the permit has not yet expired; (2) the permit recipient has proceeded with due diligence and in good faith; and (3) conditions have not changed so substantially as to warrant a new application. Successive extensions may be granted for periods up to twelve (12) months upon the same findings. All such extensions may be granted without resort to the formal processes and fees required for a new permit.

(d) For purposes of this section, the permit within the jurisdiction of the council or the planning commission is issued when such commission votes to approve the applications and issue the permit. A permit within the jurisdiction of the city planner is issued when the earlier of the following takes place:

(1) A copy of the fully executed permit is delivered to the permit recipient, and delivery is accomplished when the permit is mailed to the permit applicant or sent through electronic delivery; or

(2) The city planner notifies the permit applicant that the application has been approved and that all that remains before a fully executed permit can be delivered is for the applicant to take certain specified actions, such as having the permit executed by the property owner so it can be recorded if required. (Ord. 427-AC)

Sec. 94.15. Effect of permit on successors and assigns

(a) Zoning, special use, conditional use, and sign permits authorize the permittee to make use of land and structures in a particular way. Such permits are transferable. However, so long as the land or structures or any portion thereof covered under a permit continues to be used for the proposes for which the permit was granted, then:

(1) No person (including successors or assigns of the person who obtained the permit) may make use of the land or structures covered under such permit for the purposes authorized in the permit except in accordance with all the terms and requirements of that permit; and

(2) The terms and requirements of the permit apply to and restrict the use of land or structures covered under the permit, not only with respect to all persons having any interest in the property at the time the permit was obtained, but also with respect to persons who subsequently obtain, any interest in all or part of the covered property and wish to use it for or in connection with purposes other than those for which the permit was originally issued, so long as the persons who subsequently obtain an interest in the property had actual or record notice (as provided in subsection (b) of this section) of the existence of the permit at the time they acquired their interest.

(b) Whenever a special use, or conditional use permit is issued to authorize development (other than single-family or two-family residences) on a tract of land, nothing authorized by the permit may be done until the record owner of the property signs a written acknowledgment that the permit has been issued so that the permit. (Ord. 427-AC)

Sec. 94.15. Amendments to and modifications of permit

(a) Insignificant deviations from the permit (including approved plans) issued by the city council, the planning commission or the city planner are permissible and the city planner may authorize such insignificant deviations. A deviation is insignificant if it has no discernible impact on neighboring properties, the general public, or those intended to occupy or use the proposed development.

(b) Minor design modifications or changes in permits (including approved plans) are permissible with the approval of the permit-issuing authority. For purposes of this section, minor design modifications or changes are those that have no substantial impact on neighboring properties, the general public, or those intended to occupy or use the proposed development.

(c) All other requests for changes in approved plans will be processed as new applications. If such requests are required to be acted upon by the council or planning commission, new conditions may be imposed, but the applicant retains the right to reject such additional conditions by withdrawing his request for an amendment and may then proceed in accordance with the previously issued permit.

(d) The city planner shall determine whether amendments to and modifications of permits fall within the categories set forth above in subsections (a), (b), and (c) of this section.

(e) A developer requesting approval of changes shall submit a written request for such approval to the city planner and that request shall identify the changes. Approval of all changes must be given in writing. (Ord. 427-AC)

Sec. 94.16. Reconsideration of planning commission actions

(a) Whenever: (1) the city council disapproves a conditional use permit application; or

(2) the planning commission disapproves an application for a special use permit or a variance, on any basis other than the failure of the applicant to submit a complete application, such action may not be reconsidered by the respective body at a later time unless the applicant clearly demonstrates that:

(A) Circumstances affecting the property that is the subject of the application have substantially changed, or

(B) New information is available that could not with reasonable diligence have (C) The Applicant has substantially changed the design of the project.

(C) The Applicant has substantially changed the design of the project.

A request to be heard on this basis must be filed with the city planner within the time period for an appeal. However, such a request does not extend the period within which an appeal must be taken. (Ord. 427-AC)

Sec. 94.17. Applications to be processed expeditiously.

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Recognizing that inordinate delays in acting upon appeals or applications may impose unnecessary costs on the appellant or applicant, the city shall make every reasonable effort to process appeals and permit applications as expeditiously as possible, consistent with the need to ensure that all development conforms to the requirements of this part. (Ord. 427-AC)

Sec. 94.18. Maintenance of common areas, improvements and facilities

The recipient of any zoning, special use, conditional use, or sign permit, or his successor, shall be responsible for maintaining all common areas, improvements, or facilities required by this part or any permit issued in accordance with its provisions, except those areas, improvements, or facilities with respect to which an offer of dedication to the public has been accepted by the appropriate public authority. As illustrations, and without limiting the generality of the foregoing, this means that private roads and parking areas, water and sewer lines, and recreational facilities must be properly maintained so that they can be used in the manner intended, and required vegetation and trees used for screening, landscaping, or shading must be replaced if they die or are destroyed. (Ord. 427-AC)

Sect. 94.19. Reasonable Accommodation applications.

Reasonable Accommodation: A modification in the application of land use or zoning regulations or in the application of land use, zoning, or building policies, procedures, or practices when necessary to eliminate barriers to housing opportunities, which does not impose undue financial or administrative burdens on the City or require a fundamental or substantial alteration of the City's regulations, policies, procedures or practices.

Reasonable Accommodation for Residential Uses. A request for reasonable accommodation can be made by any individual with a disability, his or her representative, or a developer or provider of housing for an individual with a disability, when the application of a land use or zoning regulation, or land use, zoning, or building policy, practice or procedure acts as a barrier to fair housing.

The purpose of granting an application for Reasonable Accommodation is to provide an individual with health conditions and impairments, the representative, or a developer or provider of housing for an individual with a disability, a modification with respect to the application of land use, or zoning regulations, and in the application of land use, zoning, or building policies, practices or procedures when those regulations, policies and procedures act as a barrier to fair housing. An application for Reasonable Accommodation may be filed with the Planning Department as provided in Article IV Section

(1) Definitions. Article II Section 92 is hereby amended to add the following definitions:

- (a) Fair Housing Laws: The Federal Fair Housing Act (42 U.S.C. § 3601 et. Seq.), the California Fair Employment and Housing Act (Government Code §12900 et seq.), and the California Disabled Persons Act (Civil Code § 54 et.Seq.). Individual with a Disability: A person who has a medical, physical, or mental conditions that limits a major life activity, as those terms are defined in California Government Code section 12926

(2) Submittal requirements for reasonable accommodations. Each application for a Reasonable Accommodation shall be accompanied by the site plan information required by Article IV Section 94 (2) (a) through (o). The application shall be accompanied by the following information:

- (a) The name, address, and phone number for the applicant and owner of the property for which the reasonable accommodation request is being made;
(b) The current and proposed use of the property for which the reasonable accommodation request is being made;
(c) If the applicant is someone other than the property owner, a letter of agency or authorization signed by the property owner consenting to the application being made;
(d) The basis for the claim that the individual to be reasonably accommodated is an Individual with a Disability under the Fair Housing Laws;
(e) The land use or zoning regulation, or land use, zoning, or building policy, practice or procedure for which reasonable accommodation is being requested;
(f) The type of accommodation sought;
(g) The reason(s) why the accommodation is necessary for the needs of the people with health conditions or impairment person. Where appropriate, include a summary of any potential means and alternatives considered in evaluating the need for the accommodation;
(h) Copies of memoranda, correspondence, pictures, plans or background information reasonably necessary to reach a decision regarding the need for the accommodation;
(i) Other supportive information deemed necessary by the department to facilitate proper consideration of the request, consistent with fair housing laws;
(j) Completion of a CEQA Checklist if proposed site is on vacant land.

(3) Findings. The reviewing authority shall approve the application, with or without conditions, unless it determines on the basis of substantial evidence that one or more of the following findings cannot be made:

- a. The accommodation is requested by or on behalf of an individual with a disability protected under the fair housing laws.
b. The housing, which is subject to the requested accommodation, will be used by an individual with a disability protected under fair housing laws.
c. The requested accommodation is necessary to provide an individual with a disability an equal opportunity to use and enjoy a dwelling.
d. The requested accommodation will not impose an undue financial or administrative burden on the City.
e. The requested accommodation would not require a fundamental alteration in the nature of a City program or law, including land use and zoning.

(4) Other Discretionary approvals. If the project requires other discretionary approval (such as a Conditional Use Permit or Variance) independent of the reasonable accommodation request, then the reasonable accommodation application will be decided prior to the other applications. Such decisions shall not to be reconsidered as part of the subsequent approvals but shall be regarded as independent entitlements.

(5) Decisions. The City Planner shall, within 30 days of determining the application complete, approve, approve with conditions, or deny the application based on the findings set forth in Article IV Section 94.19 (2), and may impose such conditions as it deems necessary to ensure the accommodation will comply with the findings required in Article IV Section 94.19 (2) and fair housing laws. As part of consideration of a request for a reasonable accommodation related to construction of new dwelling or dwellings, the City Planner may consult with the Design Review Committee regarding the requested accommodation and any options that may result in a reasonable accommodation. While any request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect

	<p><u>(6) Appeals. The decision of the City Planner may be appealed in accordance with Article XVIII "Enforcement and Review" Appeals are subject to payment of the fee imposed on appeals in the City's Master Fee Schedule.</u></p> <p><u>(7) Nonconforming Status. All improvements constructed under the auspices of this chapter shall be removed upon the vacation of the unit by the person to whom the reasonable accommodation was granted unless the Development Department City Planner, City Planner, Building Official, or other discretionary reviewing authority, as applicable, makes a determination as follows:</u></p> <ul style="list-style-type: none"> a. <u>The unit has been preoccupied by a qualified person or such improvements provide benefit for future occupancy by a qualified person; or</u> b. <u>The removal of the improvement is not readily achievable without making significant structural changes that would impact the safety and soundness of the structure, as determined solely by the Building Official, or such costs of removal equal or exceed 25 percent of the market value of the structure.</u> <p><u>(8) Confidentiality. Medical information provided to the City related to the person for whom a reasonable accommodation is being requested shall be retained in a manner so as to respect to the privacy rights of the applicant to the extent feasible, shall be kept confidential and shall not be made available to the public, pursuant to state and federal law.</u></p> <p><u>(9) Urgent, Temporary and Unforeseen Need. Upon receipt of the application required by Article IV Section 94.19 (2), and without the right of appeal provided by Article IV Section 94.19 (6), upon a showing of an urgent, temporary and unforeseen need made by or on behalf of an Individual with a Disability, the Zoning Administrator shall approve as a Temporary Reasonable Accommodation temporary ramps and temporary and easily remediated alterations to a building that are not designed or intended nor allowed to remain for more than 90 days following such approval during a period of temporary disability (90 days maximum) or during a period during which an application for Reasonable Accommodation has been made and has not been acted upon with finality. Any approved Temporary Reasonable Accommodation shall be removed within the period of time established for such removal by the City Planner at the time of approval. (Ord 621-AC)</u></p>
<p>Sec. 96.03.</p>	<p>Sec. 96.03. Permissible uses and specific exclusions. (a) The presumption established by this part is that all legitimate uses of land are permissible within at least one (1) zoning district in the city's planning jurisdiction. Therefore, because the list of permissible uses set forth in section 96.01 (Table of Permissible Uses) cannot be all inclusive, those uses that are listed shall be interpreted liberally to include other uses that have similar impacts to the listed uses.</p> <p>(b) Notwithstanding subsection (a) of this section, all uses that are not listed in section 96.01 (Table of Permissible Uses), even given the liberal interpretation mandated by subsection (a) of this section, are prohibited. Nor shall section 96.01 (Table of Permissible Uses) be interpreted to allow a use in one (1) zoning district when the use in question is more closely related to another specified use that is permissible in other zoning districts.</p> <p>(c) Without limiting the generality of the foregoing provisions, the following uses are specifically prohibited in all districts:</p> <ul style="list-style-type: none"> (1) Any use that involves the manufacture, handling, sale, distribution, or storage of any highly combustible or explosive materials in violation of the adopted City Uniform Fire Code; (2) Stockyards, slaughterhouses, rendering plants; (3) Use of a travel trailer as a temporary or permanent residence; (Situations that do not comply with this subsection on the effective date of this part are required to conform within one (1) year.); (4) Use of a motor vehicle parked on a lot as a structure in which, out of which, or from which any goods are sold or stored, any services are performed, or other business is conducted. (Situations that do not comply with this subsection on the effective date of this part are required to conform within one (1) year.);
<p>Sec. 96.08.01</p>	<p>Standards for Accessory Dwelling Units Created Through Construction of or Additions to a Detached Accessory Building or by Construction of or Additions to an existing dwelling</p> <ol style="list-style-type: none"> Zones. The proposed unit would be located on a lot that contains a proposed or existing dwelling located in one of the following residential zones: R-1, R-2, R-3, CRR, <u>and C-2.</u> On lots zoned for <u>R-1 single family residential use</u>, one ADU is allowed per primary dwelling unit. On lots zoned <u>R-2, R-3, CRR, and C-2, for multi-family residential use</u>, a maximum of two ADUs are permitted. Rental. The Accessory Dwelling Unit may be rented but may not be rented for a period of less than 30 consecutive days or used as a Vacation Rental. Location on lot. The Accessory Dwelling Unit shall either be attached to the existing dwelling or located within the Living Area of the existing dwelling or shall be detached from the existing dwelling and located on the same lot as the existing dwelling. If detached, the Accessory Dwelling Unit shall be separated from the Primary Unit and any Detached Accessory Building a minimum of three feet. <u>Note: the adopted Fire Code setback standards must be met.</u> Zoning Development Standards. The proposed unit shall comply with development standards for the underlying zone in which it is located, specifically standards for lot coverage, setback, height, and floor area ratio, except as explicitly set forth herein. Separate Kitchen and Bathroom. The proposed Accessory Dwelling Unit shall contain a separate kitchen and bathroom; both the Primary Unit and the Accessory Dwelling Unit shall comply at a minimum with all requirements of the current residential code; and the Accessory Dwelling Unit shall comply with the building code at the time it was constructed. Size. The increased floor area of an Attached Accessory Dwelling Unit shall not exceed 50 percent of the existing Living Area, with a maximum allowable increase in floor area of 1,200 square feet. The total area of floorspace for a newly constructed Detached Accessory Dwelling Unit shall not exceed 1,200 square feet. There is no limit on the size of an accessory dwelling unit that is attached to or detached from a primary unit, except that attached and detached accessory dwelling units shall not be

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	<p><u>larger than the primary unit, and detached and attached accessory dwelling units shall comply with setback requirements, the required distance between units, open space requirements and maximum lot coverage/FAR requirements applicable to the parcel on which the unit is located.</u></p> <p>8. Height. A detached Accessory Dwelling Unit shall not exceed <u>the height of maximum height limit of its respective zone. 15 feet in height.</u></p> <p>9. Passageway. No Passageway shall be required in conjunction with the construction of an Accessory Dwelling Unit.</p> <p>10. Setback Exceptions. A detached Accessory Dwelling Unit must have a minimum set back of <u>four</u> (4) feet from side and rear property lines. No setback shall be required for a lawfully constructed garage or other accessory structure in existence prior to execution of this Ordinance that is converted to an Accessory Dwelling Unit, and a setback of no more than <u>four (4) feet</u> from the side and rear lot lines shall be required for an Accessory Dwelling Unit that is constructed above a garage. In the event an Accessory Dwelling Unit is permitted prior to the primary residence, a minimum front set back of 26 feet shall apply. <u>Note: the adopted Fire Code setback standards must be met.</u></p> <p>11. Parking. The application shall comply with parking provisions of Needles’ Municipal Code Section 111, including parking setback limitations, except as set forth below:</p> <p>a. One parking space per accessory dwelling unit or per bedroom, whichever is less, of the proposed Accessory Dwelling Unit in addition to those required for the Primary Unit(s).</p> <p>b. Required parking for the Accessory Dwelling Unit may be uncovered.</p> <p>c. Off-street parking for an Accessory Dwelling Unit may be in tandem with parking for the Primary Unit or may be allowed in the front setback, unless specific findings are made that such is not feasible based on specific site topographical or fire and life safety conditions. All parking spaces shall be on an Improved Parking Surface that satisfies City Standards.</p> <p>d. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an Accessory Dwelling Unit, the City does not require that those parking spaces be replaced,</p> <p>e. Subsections A through D of this Standard 11 shall not apply to a unit described in subsection 11F below.</p> <p>f. On-site parking is not required for an Accessory Dwelling Unit in any of the following circumstances:</p> <ul style="list-style-type: none">• The unit is located within one-half mile of Public Transit.• The unit is part of the existing Primary Unit or an existing Accessory Building.• When on-street parking permits are required but not offered to the occupant of the unit.• When there is a car share vehicle located within one block of the unit. <p>12. Feasibility Inspection. Unless the project constitutes new construction, a building inspection shall be performed by the City's Building Dept. at applicant's cost, and a report establishing the feasibility of the project to meet applicable building and residential codes shall be provided to the City Planner, or his/her designee, of Development Services prior to approval of an Accessory Dwelling Unit permit.</p> <p>13. Adequate sanitary service capacity for the additional increment of effluent resulting from the Accessory Dwelling Unit would be available. If the lot is connected to the public sewer system, the applicant has submitted a letter from the appropriate Sanitary District to that effect. If the lot is not connected to the public sewer system, the applicant will need to demonstrate that the individual or alternative sewage disposal system serving the lot has adequate capacity to accommodate the proposed Accessory Dwelling Unit.</p> <p>14. The Accessory Dwelling Unit would comply with all applicable Fire District regulations, subject to provisions and limitations set forth in Government Code Section 65852.2.</p> <p>15. The Accessory Dwelling Unit would comply with all applicable Water District regulations, subject to provisions and limitations set forth in Government Code Section 65852.2</p> <p>f. Standards for Accessory Dwelling Units Created Exclusively through Conversion of Existing Floorspace in a Single-Family Dwelling, Multifamily Structure, or a Detached Accessory Building</p> <p>1. The unit shall be located in one of the following residential zones: R-1, R-2, R-3, CRR, <u>and C-2.</u></p> <p>2. The unit shall be created within an existing legal structure (a single-family dwelling or a Detached Accessory Building appurtenant to a single-family dwelling) and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure.</p> <p>3. The unit shall provide independent exterior access from the Primary Unit.</p> <p>4. The unit has sufficient setbacks to meet fire safety requirements.</p> <p>5. There shall be no more than one Accessory Dwelling Unit per primary dwelling on a single family lot. On a multifamily lot, non-livable space may be converted into at least one ADU, and up to 25 percent of the number of existing multifamily dwelling units, if each converted unit complies with the state building standards for dwellings.</p> <p>6. Rental. The unit may be rented but may not be rented for a period less than 30 consecutive days or used as a Vacation Rental.</p> <p>7. Feasibility Inspection. A building inspection shall be performed by the City's Building Division at applicant's cost, and a memo establishing the feasibility of the project to meet applicable building and residential codes shall be provided to the City Planner, or his/her designee, of Community Development, prior to approval of a permit.</p>
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	<p>g. Standard for Junior Accessory Dwelling Units</p> <p>1. The proposed junior accessory dwelling unit would be located in a residential zone, including the R-1, R2, R-3 and CRR, <u>and C-2</u> zones.</p>										
Sec. 97.00. Residential zone densities with no bonuses.	<p>Before any density bonuses are applied, the number of dwelling units permitted in a residential development shall not exceed <u>or be developed at less than</u> the following amounts:</p> <table><tr><td>ZONE</td><td>DENSITY <u>RANGE</u></td></tr><tr><td>R-1</td><td>1.0 - 7.0</td></tr><tr><td>R-2</td><td>8.0 - 17.0</td></tr><tr><td>R-3</td><td>18.0 - 30.0</td></tr><tr><td>CRR</td><td>1.0 - 30.0</td></tr></table> <p><u>Residential development shall equal at least the lowest value for each zone’s density range, exclusive of properties encumbered by or proposed for deeded or dedicated easements, unless the property owner can demonstrate to the City Planner <u>City Planner</u> that physical or environmental constraints on the property make development to the minimum density infeasible.</u></p>	ZONE	DENSITY <u>RANGE</u>	R-1	1.0 - 7.0	R-2	8.0 - 17.0	R-3	18.0 - 30.0	CRR	1.0 - 30.0
ZONE	DENSITY <u>RANGE</u>										
R-1	1.0 - 7.0										
R-2	8.0 - 17.0										
R-3	18.0 - 30.0										
CRR	1.0 - 30.0										
Sec. 97.01. Density Bonus and Related Incentives and Concessions Program.	<p>Sec. 97.01(a). Purpose. The purpose of this Section 97.01 is to satisfy the requirements set forth in the Government Code Section 65915, et seq. (known as the State Density Bonus Law). If any provision of this Division conflicts with state law, or provides more rights than are legally required by state law, the minimum requirements of State law shall control.</p> <p><u>(1) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within the City shall comply with this section.</u></p> <p><u>(2) The City shall not condition the submission, review, or approval of an application pursuant to this chapter on the preparation of an additional report or study that is not otherwise required by state law, including this section. This subdivision does not prohibit the City from requiring an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p).</u></p> <p><u>(3) In order to provide for the expeditious processing of a density bonus application, the City shall do all of the following:</u></p> <p><u>(A) Adopt procedures and timelines for processing a density bonus application.</u></p> <p><u>(B) Provide a list of all documents and information required to be submitted with the density bonus application in order for the density bonus application to be deemed complete. This list shall be consistent with this chapter.</u></p> <p><u>(C) Notify the applicant for a density bonus whether the application is complete in a manner consistent with the timelines specified in Section 65943.</u></p> <p><u>(D) (i) If the City notifies the applicant that the application is deemed complete pursuant to subparagraph (C), provide the applicant with a determination as to the following matters:</u></p> <p><u>(I) The amount of density bonus, calculated pursuant to subdivision (f), for which the applicant is eligible.</u></p> <p><u>(II) If the applicant requests a parking ratio pursuant to subdivision (p), the parking ratio for which the applicant is eligible.</u></p> <p><u>(III) If the applicant requests incentives or concessions pursuant to subdivision (d) or waivers or reductions of development standards pursuant to subdivision (e), whether the applicant has provided adequate information for the City to make a determination as to those incentives, concessions, or waivers or reductions of development standards.</u></p> <p><u>(ii) Any determination required by this subparagraph shall be based on the development project at the time the application is deemed complete. The City shall adjust the amount of density bonus and parking ratios awarded pursuant to this section based on any changes to the project during the course of development.</u></p> <p><u>(b) (1) The City shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), if an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:</u></p> <p><u>(A) Ten percent of the total units of a housing development, including a shared housing building development, for rental or sale to lower income households, as defined in Section 50079.5 of the Health and Safety Code.</u></p>										

	<p><u>(B) Five percent of the total units of a housing development, including a shared housing building development, for rental or sale to very low income households, as defined in Section 50105 of the Health and Safety Code.</u></p> <p><u>(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code. For purposes of this subparagraph, “development” includes a shared housing building development.</u></p> <p><u>(D) Ten percent of the total dwelling units of a housing development are sold to persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.</u></p> <p><u>(E) Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.</u></p> <p><u>(F) (i) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:</u></p> <p><u>(I) All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the City that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subclause is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.</u></p> <p><u>(II) The applicable 20-percent units will be used for lower income students.</u></p> <p><u>(III) The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.</u></p> <p><u>(IV) The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person’s homeless status may verify a person’s status as homeless for purposes of this subclause.</u></p> <p><u>(ii) For purposes of calculating a density bonus granted pursuant to this subparagraph, the term “unit” as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.</u></p> <p><u>(G) One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager’s unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. For purposes of this subparagraph, “development” includes a shared housing building development.</u></p> <p><u>(2) For purposes of calculating the amount of the density bonus pursuant to subdivision (f), an applicant who requests a density bonus pursuant to this subdivision shall elect whether the bonus shall be awarded on the basis of subparagraph (A), (B), (C), (D), (E), (F), or (G) of paragraph (1).</u></p> <p><u>(c) (1) (A) An applicant shall agree to, and The City shall ensure, the continued affordability of all very low and low-income rental units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.</u></p> <p><u>(B) (i) Except as otherwise provided in clause (ii), rents for the lower income density bonus units shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.</u></p> <p><u>(ii) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), rents for all units in the development, including both base density and density bonus units, shall be as follows:</u></p> <p><u>(I) The rent for at least 20 percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.</u></p> <p><u>(II) The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for lower income households, as those rents and incomes are determined by the California Tax Credit Allocation Committee.</u></p> <p><u>(2) (A) An applicant shall agree to ensure, and The City shall ensure, that a for-sale unit that qualified the applicant for the award of the density bonus meets either of the following conditions:</u></p> <p><u>(i) The unit is initially occupied by a person or family of very low, low, or moderate income, as required, and it is offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code and is subject to an equity sharing agreement.</u></p> <p><u>(ii) The unit is purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code and that includes all of the following:</u></p> <p><u>(I) A repurchase option that requires a subsequent purchaser of the property that desires to resell or convey the property to offer the qualified nonprofit corporation the right to repurchase the property prior to selling or conveying that property to any other purchaser.</u></p> <p><u>(II) An equity sharing agreement.</u></p> <p><u>(III) Affordability restrictions on the sale and conveyance of the property that ensure that the property will be preserved for lower income housing for at least 45 years for owner-occupied housing units and will be sold or resold only to persons or families of very low, low, or moderate income, as defined in Section 50052.5 of the Health and Safety Code.</u></p> <p><u>(B) For purposes of this paragraph, a “qualified nonprofit housing corporation” is a nonprofit housing corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.</u></p>
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	<p><u>(C) The City shall enforce an equity sharing agreement required pursuant to clause (i) or (ii) of subparagraph (A), unless it is in conflict with the requirements of another public funding source or law or may defer to the recapture provisions of the public funding source. The following apply to the equity sharing agreement:</u></p> <p><u>(i) Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller’s proportionate share of appreciation.</u></p> <p><u>(ii) Except as provided in clause (v), the City shall recapture any initial subsidy, as defined in clause (iii), and its proportionate share of appreciation, as defined in clause (iv), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote home ownership.</u></p> <p><u>(iii) For purposes of this subdivision, the City’s initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.</u></p> <p><u>(iv) For purposes of this subdivision, the City’s proportionate share of appreciation shall be equal to the ratio of the City’s initial subsidy to the fair market value of the home at the time of initial sale.</u></p> <p><u>(v) If the unit is purchased or developed by a qualified nonprofit housing corporation pursuant to clause (ii) of subparagraph (A) the City may enter into a contract with the qualified nonprofit housing corporation under which the qualified nonprofit housing corporation would recapture any initial subsidy and its proportionate share of appreciation if the qualified nonprofit housing corporation is required to use 100 percent of the proceeds to promote homeownership for lower income households as defined by Health and Safety Code Section 50079.5 within the jurisdiction of the City.</u></p> <p><u>(3) (A) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity’s valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:</u></p> <p><u>(i) The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (b).</u></p> <p><u>(ii) Each unit in the development, exclusive of a manager’s unit or units, is affordable to, and occupied by, either a lower or very low income household.</u></p> <p><u>(B) For the purposes of this paragraph, “replace” shall mean either of the following:</u></p> <p><u>(i) If any dwelling units described in subparagraph (A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in subparagraph (A) in a development with occupied units, the proposed housing development shall provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).</u></p> <p><u>(ii) If all dwelling units described in subparagraph (A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these units in the same proportion of low-income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).</u></p> <p><u>(C) Notwithstanding subparagraph (B), for any dwelling unit described in subparagraph (A) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through the City’s valid exercise of its police power and that is or was occupied by persons or families above lower income, the City may do either of the following:</u></p> <p><u>(i) Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).</u></p> <p><u>(ii) Require that the units be replaced in compliance with the jurisdiction’s rent or price control ordinance, provided that each unit described in subparagraph (A) is replaced. Unless otherwise required by the jurisdiction’s rent or price control ordinance, these units shall not be subject to a recorded affordability restriction.</u></p> <p><u>(D) For purposes of this paragraph, “equivalent size” means that the replacement units contain at least the same total number of bedrooms as the units being replaced.</u></p> <p><u>(E) Subparagraph (A) does not apply to an applicant seeking a density bonus for a proposed housing development if the applicant’s application was submitted to, or processed by, The City before January 1, 2015.</u></p> <p><u>(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to The City a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with The City. The City shall grant the concession or incentive requested by the applicant unless The City makes a written finding, based upon substantial evidence, of any of the following:</u></p> <p><u>(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).</u></p>
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<u>(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.</u>		
<u>(C) The concession or incentive would be contrary to state or federal law.</u>		
<u>(2) The applicant shall receive the following number of incentives or concessions:</u>		
<u>(A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a development in which the units are for sale.</u>		
<u>(B) Two incentives or concessions for projects that include at least 17 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a development in which the units are for sale.</u>		
<u>(C) Three incentives or concessions for projects that include at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a development in which the units are for sale.</u>		
<u>(D) Four incentives or concessions for a project meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b). If the project is located within one-half mile of a major transit stop or is located in a very low vehicle travel area in a designated county, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.</u>		
<u>(E) One incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development.</u>		
<u>(3) The applicant may initiate judicial proceedings if the City refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. This subdivision shall not be interpreted to require the City to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. This subdivision shall not be interpreted to require the City to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources. The City shall establish procedures for carrying out this section that shall include legislative body approval of the means of compliance with this section.</u>		
<u>(4) The City shall bear the burden of proof for the denial of a requested concession or incentive.</u>		
<u>(e) (1) In no case may The City apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. Subject to paragraph (3), an applicant may submit to The City a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the City. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. This subdivision shall not be interpreted to require the City to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. This subdivision shall not be interpreted to require the City to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.</u>		
<u>(2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).</u>		
<u>(3) A housing development that receives a waiver from any maximum controls on density pursuant to clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f) shall only be eligible for a waiver or reduction of development standards as provided in subparagraph (D) of paragraph (2) of subdivision (d) and clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f), unless The City agrees to additional waivers or reductions of development standards.</u>		
<u>(f) For the purposes of this chapter, "density bonus" means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the City, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density. The amount of density increase to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).</u>		
<u>(1) For housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:</u>		
<u>Percentage Low-Income Units</u>	<u>Percentage Density Bonus</u>	
<u>10</u>	<u>20</u>	
<u>11</u>	<u>21.5</u>	
<u>12</u>	<u>23</u>	
<u>13</u>	<u>24.5</u>	
<u>14</u>	<u>26</u>	
<u>15</u>	<u>27.5</u>	
<u>16</u>	<u>29</u>	
<u>17</u>	<u>30.5</u>	
<u>18</u>	<u>32</u>	
<u>19</u>	<u>33.5</u>	
<u>20</u>	<u>35</u>	
<u>21</u>	<u>38.75</u>	
<u>22</u>	<u>42.5</u>	
<u>23</u>	<u>46.25</u>	

	24	50
(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:		
	Percentage Very Low Income Units	Percentage Density Bonus
	5	20
	6	22.5
	7	25
	8	27.5
	9	30
	10	32.5
	11	35
	12	38.75
	13	42.5
	14	46.25
	15	50
(3) (A) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.		
(B) For housing developments meeting the criteria of subparagraph (E) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph.		
(C) For housing developments meeting the criteria of subparagraph (F) of paragraph (1) of subdivision (b), the density bonus shall be 35 percent of the student housing units.		
(D) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), the following shall apply:		
(i) Except as otherwise provided in clauses (ii) and (iii), the density bonus shall be 80 percent of the number of units for lower income households.		
(ii) If the housing development is located within one-half mile of a major transit stop, the City shall not impose any maximum controls on density.		
(iii) If the housing development is located in a very low vehicle travel area within a designated county, the City shall not impose any maximum controls on density.		
(4) For housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:		
	Percentage Moderate-Income Units	Percentage Density Bonus
	10	5
	11	6
	12	7
	13	8
	14	9
	15	10
	16	11
	17	12
	18	13
	19	14
	20	15
	21	16
	22	17
	23	18
	24	19
	25	20
	26	21
	27	22
	28	23
	29	24
	30	25
	31	26
	32	27
	33	28

<u>34</u>	<u>29</u>
<u>35</u>	<u>30</u>
<u>36</u>	<u>31</u>
<u>37</u>	<u>32</u>
<u>38</u>	<u>33</u>
<u>39</u>	<u>34</u>
<u>40</u>	<u>35</u>
<u>41</u>	<u>38.75</u>
<u>42</u>	<u>42.5</u>
<u>43</u>	<u>46.25</u>
<u>44</u>	<u>50</u>

(5) All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

(g) (1) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to the City in accordance with this subdivision, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

<u>Percentage Very Low Income</u>	<u>Percentage Density Bonus</u>
<u>10</u>	<u>15</u>
<u>11</u>	<u>16</u>
<u>12</u>	<u>17</u>
<u>13</u>	<u>18</u>
<u>14</u>	<u>19</u>
<u>15</u>	<u>20</u>
<u>16</u>	<u>21</u>
<u>17</u>	<u>22</u>
<u>18</u>	<u>23</u>
<u>19</u>	<u>24</u>
<u>20</u>	<u>25</u>
<u>21</u>	<u>26</u>
<u>22</u>	<u>27</u>
<u>23</u>	<u>28</u>
<u>24</u>	<u>29</u>
<u>25</u>	<u>30</u>
<u>26</u>	<u>31</u>
<u>27</u>	<u>32</u>
<u>28</u>	<u>33</u>
<u>29</u>	<u>34</u>
<u>30</u>	<u>35</u>

(2) This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks an increase pursuant to both this subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or diminish the authority of the City to require a developer to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

(A) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.

(C) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of Section 65583.2, and is or will be served by adequate public facilities and infrastructure.

(D) The transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, not later than the date of approval of the final subdivision map, parcel map, or residential development application, except that the City may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the City before the time of transfer.

	<p><u>(E) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of the transfer.</u></p> <p><u>(F) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.</u></p> <p><u>(G) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.</u></p> <p><u>(H) A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.</u></p> <p><u>(h) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a childcare facility that will be located on the premises of, as part of, or adjacent to, the project, The City shall grant either of the following:</u></p> <p><u>(A) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility.</u></p> <p><u>(B) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.</u></p> <p><u>(2) The City shall require, as a condition of approving the housing development, that the following occur:</u></p> <p><u>(A) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).</u></p> <p><u>(B) Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).</u></p> <p><u>(3) Notwithstanding any requirement of this subdivision, the City shall not be required to provide a density bonus or concession for a childcare facility if it finds, based upon substantial evidence, that the community has adequate childcare facilities.</u></p> <p><u>(4) “Childcare facility,” as used in this section, means a child daycare facility other than a family daycare home, including, but not limited to, infant centers, preschools, extended daycare facilities, and schoolage childcare centers.</u></p> <p><u>(i) “Housing development,” as used in this section, means a development project for five or more residential units, including mixed-use developments. For the purposes of this section, “housing development” also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by The City and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.</u></p> <p><u>(j) (1) The granting of a concession or incentive shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this subdivision, “study” does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the incentive or concession meets the definition set forth in subdivision (k). This provision is declaratory of existing law.</u></p> <p><u>(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.</u></p> <p><u>(k) For the purposes of this chapter, concession or incentive means any of the following:</u></p> <p><u>(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).</u></p> <p><u>(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.</u></p> <p><u>(3) Other regulatory incentives or concessions proposed by the developer or the City that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).</u></p> <p><u>(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the City, or the waiver of fees or dedication requirements.</u></p> <p><u>(m) This section does not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which the applicant is entitled under this section shall be permitted in a manner that is consistent with this section and Division 20 (commencing with Section 30000) of the Public Resources Code.</u></p> <p><u>(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit the City from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.</u></p> <p><u>(o) For purposes of this section, the following definitions shall apply:</u></p> <p><u>(1) “Designated county” includes the Counties of Alameda, Contra Costa, Los Angeles, Marin, Napa, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Mateo, Santa Barbara, Santa Clara, Solano, Sonoma, and Ventura.</u></p> <p><u>(2) “Development standard” includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, a minimum lot area per unit requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.</u></p> <p><u>(3) “Located within one-half mile of a major transit stop” means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.</u></p>
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	<p><u>(4) “Lower income student” means a student who has a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student to occupy a unit for lower income students under this section shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education in which the student is enrolled or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver from the college or university, the California Student Aid Commission, or the federal government.</u></p> <p><u>(5) “Major transit stop” has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.</u></p> <p><u>(6) “Maximum allowable residential density” or “base density” means the maximum number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan, or, if a range of density is permitted, means the maximum number of units allowed by the specific zoning range, specific plan, or land use element of the general plan applicable to the project. If the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan or specific plan, the greater shall prevail. Density shall be determined using dwelling units per acre. However, if the applicable zoning ordinance, specific plan, or land use element of the general plan does not provide a dwelling-units-per-acre standard for density, then the local agency shall calculate the number of units by:</u></p> <p><u>(A) Estimating the realistic development capacity of the site based on the objective development standards applicable to the project, including, but not limited to, floor area ratio, site coverage, maximum building height and number of stories, building setbacks and stepbacks, public and private open space requirements, minimum percentage or square footage of any nonresidential component, and parking requirements, unless not required for the base project. Parking requirements shall include considerations regarding number of spaces, location, design, type, and circulation. A developer may provide a base density study and the local agency shall accept it, provided that it includes all applicable objective development standards.</u></p> <p><u>(B) Maintaining the same average unit size and other project details relevant to the base density study, excepting those that may be modified by waiver or concession to accommodate the bonus units, in the proposed project as in the study.</u></p> <p><u>(7) (A) (i) “Shared housing building” means a residential or mixed-use structure, with five or more shared housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.</u></p> <p><u>(ii) A “shared housing building” may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building. A shared housing building may include 100 percent shared housing units.</u></p> <p><u>(B) “Shared housing unit” means one or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, that meets the “minimum room area” specified in Section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), and complies with the definition of “guestroom” in Section R202 of the California Residential Code. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.</u></p> <p><u>(8) (A) “Total units” or “total dwelling units” means a calculation of the number of units that:</u></p> <p><u>(i) Excludes a unit added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.</u></p> <p><u>(ii) Includes a unit designated to satisfy an inclusionary zoning requirement of The City.</u></p> <p><u>(B) For purposes of calculating a density bonus granted pursuant to this section for a shared housing building, “unit” means one shared housing unit and its pro rata share of associated common area facilities.</u></p> <p><u>(9) “Very low vehicle travel area” means an urbanized area, as designated by the United States Census Bureau, where the existing residential development generates vehicle miles traveled per capita that is below 85 percent of either regional vehicle miles traveled per capita or city vehicle miles traveled per capita. For purposes of this paragraph, “area” may include a travel analysis zone, hexagon, or grid. For the purposes of determining “regional vehicle miles traveled per capita” pursuant to this paragraph, a “region” is the entirety of incorporated and unincorporated areas governed by a multicounty or single-county metropolitan planning organization, or the entirety of the incorporated and unincorporated areas of an individual county that is not part of a metropolitan planning organization.</u></p> <p><u>(p) (1) Except as provided in paragraphs (2), (3), and (4), upon the request of the developer, The City shall not require a vehicular parking ratio, inclusive of parking for persons with a disability and guests, of a development meeting the criteria of subdivisions (b) and (c), that exceeds the following ratios:</u></p> <p><u>(A) Zero to one bedroom: one onsite parking space.</u></p> <p><u>(B) Two to three bedrooms: one and one-half onsite parking spaces.</u></p> <p><u>(C) Four and more bedrooms: two and one-half parking spaces.</u></p> <p><u>(2) (A) Notwithstanding paragraph (1), if a development includes at least 20 percent low-income units for housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b) or at least 11 percent very low income units for housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, The City shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per unit. Notwithstanding paragraph (1), if a development includes at least 40 percent moderate-income units for housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code, and the residents of the development have unobstructed access to the major transit stop from the development then, upon the request of the developer, The City shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per bedroom.</u></p> <p><u>(B) For purposes of this subdivision, “unobstructed access to the major transit stop” means a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, “natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.</u></p> <p><u>(3) Notwithstanding paragraph (1), if a development meets the criteria of subparagraph (G) of paragraph (1) of subdivision (b), then, upon the request of the developer, The City shall not impose vehicular parking standards if the development meets any of the following criteria:</u></p>
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	<p><u>(A) The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development.</u></p> <p><u>(B) The development is a for-rent housing development for individuals who are 55 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.</u></p> <p><u>(C) The development is either a special needs housing development, as defined in Section 51312 of the Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the Health and Safety Code. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.</u></p> <p><u>(4) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide onsite parking through tandem parking or uncovered parking, but not through on street parking.</u></p> <p><u>(5) This subdivision shall apply to a development that meets the requirements of subdivisions (b) and (c), but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d).</u></p> <p><u>(6) This subdivision does not preclude The City from reducing or eliminating a parking requirement for development projects of any type in any location.</u></p> <p><u>(7) Notwithstanding paragraphs (2) and (3), if a city, county, city and county, or an independent consultant has conducted an areawide or jurisdiction wide parking study in the last seven years, then The City may impose a higher vehicular parking ratio not to exceed the ratio described in paragraph (1), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low-income and very low income individuals, including seniors and special needs individuals. The City shall pay the costs of any new study. The City shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio.</u></p> <p><u>(8) A request pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).</u></p> <p><u>(q) Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number. The Legislature finds and declares that this provision is declaratory of existing law.</u></p> <p><u>(r) This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.</u></p> <p><u>(s) Notwithstanding any other law, if a city, including a charter city, county, or city and county has adopted an ordinance or a housing program, or both an ordinance and a housing program, that incentivizes the development of affordable housing that allows for density bonuses that exceed the density bonuses required by the version of this section effective through December 31, 2020, that city, county, or city and county is not required to amend or otherwise update its ordinance or corresponding affordable housing incentive program to comply with the amendments made to this section by the act adding this subdivision, and is exempt from complying with the incentive and concession calculation amendments made to this section by the act adding this subdivision as set forth in subdivision (d), particularly subparagraphs (B) and (C) of paragraph (2) of that subdivision, and the amendments made to the density tables under subdivision (f).</u></p> <p><u>(t) When an applicant proposes to construct a housing development that conforms to the requirements of subparagraph (A) or (B) of paragraph (1) of subdivision (b) that is a shared housing building. The City shall not require any minimum unit size requirements or minimum bedroom requirements that are in conflict with paragraph (7) of subdivision (o).</u></p>																																															
Sec. 99.01. Building Type.	<p>Sec. 99.00. Buildings. Every building shall be designed or remodeled to accommodate its use in accordance with applicable building codes and other laws. (Ord. 427)</p> <p>Sec. 99.01. Downtown Core Building Type.</p> <p><u>The Downtown Core is intended to be a mix of medium-density, high-density, and mixed-use residential and commercial uses, with building and site designs that are pedestrian oriented and reflect and celebrate the historic downtown along and around Broadway.</u></p> <p>Development Standards (to be inserted as a table):</p> <table><tr><th colspan="3"><u>Downtown Core Development Standards</u></th></tr><tr><td colspan="2"><u>Floor Area Ratio</u></td><td><u>2.0</u></td></tr><tr><td colspan="2"><u>Density Range</u></td><td><u>18 – 30 units/acre</u></td></tr><tr><td colspan="3"><u>Setbacks</u></td></tr><tr><td colspan="2"><u>Primary Street Setback</u></td><td><u>Ground floor: 0 feet minimum / 5 feet maximum</u></td></tr><tr><td colspan="2"><u>Side Street Setback</u></td><td><u>Ground floor: 0 feet minimum / 5 feet maximum</u></td></tr><tr><td colspan="2" rowspan="2"><u>Rear Setback</u></td><td><u>With Alley: 5 ft. minimum</u></td></tr><tr><td><u>Without Alley: 15 ft. minimum</u></td></tr><tr><td colspan="3"><u>Height</u></td></tr><tr><td colspan="2"><u>1. Top of plate height above adjacent sidewalk (max.) 45 ft.</u></td><td><u>45 ft.</u></td></tr><tr><td colspan="2"><u>2. Top of parapet height above top of plate (max.) 4 ft.</u></td><td><u>4 ft.</u></td></tr><tr><td colspan="2"><u>3. Pitched roof height above top of plate (max.) allowed</u></td><td><u>Allowed</u></td></tr><tr><td colspan="2"><u>4. Ground story floor to floor height (min.) 15 ft. min.</u></td><td><u>15 ft. min.</u></td></tr><tr><td colspan="3"><u>Parking</u></td></tr><tr><td rowspan="3"><u>Residential</u></td><td><u>Studio/Efficiency Units:</u></td><td><u>0.5 space/unit</u></td></tr><tr><td><u>Units up to s999 sf</u></td><td><u>1.0 space/unit</u></td></tr><tr><td><u>Units between 1,000 – 1,499 sf</u></td><td><u>1.5 spaces/unit</u></td></tr></table>	<u>Downtown Core Development Standards</u>			<u>Floor Area Ratio</u>		<u>2.0</u>	<u>Density Range</u>		<u>18 – 30 units/acre</u>	<u>Setbacks</u>			<u>Primary Street Setback</u>		<u>Ground floor: 0 feet minimum / 5 feet maximum</u>	<u>Side Street Setback</u>		<u>Ground floor: 0 feet minimum / 5 feet maximum</u>	<u>Rear Setback</u>		<u>With Alley: 5 ft. minimum</u>	<u>Without Alley: 15 ft. minimum</u>	<u>Height</u>			<u>1. Top of plate height above adjacent sidewalk (max.) 45 ft.</u>		<u>45 ft.</u>	<u>2. Top of parapet height above top of plate (max.) 4 ft.</u>		<u>4 ft.</u>	<u>3. Pitched roof height above top of plate (max.) allowed</u>		<u>Allowed</u>	<u>4. Ground story floor to floor height (min.) 15 ft. min.</u>		<u>15 ft. min.</u>	<u>Parking</u>			<u>Residential</u>	<u>Studio/Efficiency Units:</u>	<u>0.5 space/unit</u>	<u>Units up to s999 sf</u>	<u>1.0 space/unit</u>	<u>Units between 1,000 – 1,499 sf</u>	<u>1.5 spaces/unit</u>
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	<p><u>Sec 99.01.01 Vehicular Access.</u></p> <p>a. <u>Parking shall be accessed from an alley.</u></p> <p>b. <u>Where an alley is not present, parking/service areas may be accessed from primary street. Driveways shall be located as close to side property line as possible.</u></p> <p>c. <u>Parking/service areas for corner lots shall be accessed from side street.</u></p> <p>d. <u>Residential and commercial uses may utilize delineated parking stalls within the right-of-way adjacent to each respective lot as counting toward the required parking.</u></p> <p>e. <u>Residential and commercial uses may utilize every 22 feet of useable lot frontage (excluding driveway entrances) along roadways conforming to the City’s standards as counting toward one (1) stall of required parking.</u></p> <p><u>Sec 99.01.02 Common On-Site Open Space.</u></p> <p><u>One (1) or more of the On-Site Open Space Types listed below shall be provided on each lot that accommodates residential uses. The required On-Site Open Space shall be generally rectangular in form, per the below listed minimum size requirements, and must be accommodated behind the Primary Street setback line.</u></p> <p><u>Open Space Type:</u></p> <ul style="list-style-type: none">• <u>Courtyard, minimum of 10% of total lot area, minimum of 20 ft. x 20 ft.</u>• <u>Roof Deck, minimum of 10% of total lot area, minimum of 20 ft. x 20 ft.</u> <p><u>Sec 99.01.03 Private On-Site Open Space.</u></p> <p><u>Private open space in the form of a yard, balcony, or roof deck shall be provided for each residential unit.</u></p> <ul style="list-style-type: none">• <u>Min. area: 40 square feet.</u>• <u>Min. width: 5 feet. Setbacks:</u>• <u>Front, residential use: 10 feet</u>• <u>Front, nonresidential use: 0 feet</u>• <u>Side, residential use: 5 feet</u>• <u>Side, nonresidential use: 0 feet</u>• <u>Rear, residential use: 10 feet</u>• <u>Rear, nonresidential use: 0 feet</u>																											
Section 99.02	<p><u>Sec. 99.02. Building Materials.</u> Metal building materials, <u>including shipping containers modified for habitation</u>, are permitted <u>outright via a zoning permit</u> except when Municipal Code Section 96.01 “Table of Permissible Uses” requires an entitlement to be processed for the use, then may be approved with the entitlement and when compliant with the architecture requirements, <u>except:</u></p>																											
Section 99.06.05	<p>_____ 1) _____ Shipping Containers</p> <p>_____ a. _____ Zoning Permit (see also Section 99.06.05(b)).</p> <p>Sec. 99.06.05(b) Shipping Containers used as accessory buildings Ordinance 568-AC.</p>																											

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	<p>(1) Permitted in all zones, provided setbacks are met.</p> <p>(2) Units to be painted in a color that blends with the existing structures and surrounding area.</p> <p>(3) Containers may not be placed in a required parking area. Stacking of containers is not permitted.</p> <p>(4) Containers may not be placed between the primary structure and the immediately adjacent road or access easement (front of property).</p> <p>(5) Under no circumstances shall a shipping container be used for human or animal habitation, unless modified as such according to the California Building Standards Code and approved with the entitlement and when compliant with the architecture requirements.</p> <p><u>(5) unless modified as such according to the California Building Standards Code and approved with the entitlement and when compliant with the architecture requirements.</u></p> <p>(6) Units must be located or screened so as not to be in public view, <u>unless modified to be used as habitable space</u>.unless modified to be used as habitable space.</p>																																								
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Section 99.06.09.	Sec. 99.06.09. Courts. In the CRR, R-2 and R-3 zones, where the arrangement of a building or buildings on the same lot creates a court (an open space surrounded on all sides by buildings, but not necessarily completely enclosed), such court shall contain a rectangular open area at least thirty (30) feet by forty (40) <u>twenty (20) by twenty (20)</u> feet in horizontal dimensions. (Ord. No. 427-AC, (part).) This standard shall also apply to multifamily and mixed-use residential development in the C-2 zone. (Ord. 427-AC, 659-AC).																																								

Section 99.07.03

Sec. 99.07.03 Swimming pools, spas and other bodies of water.

To ensure public safety, construction, installation and maintenance of all private swimming pools, spas and other bodies of water with a depth in excess of 18 inches at any given point shall be subject to the following provisions.

Definitions.

A. "Swimming pool" or "pool" means any structure intended for swimming or recreational bathing that contains water over 18 inches deep. "Swimming pool" includes in-ground and above-ground structures and includes, but is not limited to, hot tubs, spas, portable spas, and nonportable wading pools.

B. "Public swimming pool" means a swimming pool operated for the use of the general public with or without charge, or for the use of the members and guests of a private club. Public swimming pool does not include a swimming pool located on the grounds of a private single-family home or multifamily residence.

C. "Enclosure" means a fence, wall, or other barrier that isolates a swimming pool from access to the home.

D. "Approved safety pool cover" means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials (ASTM), in compliance with standard F1346-91.

E. "Exit alarms" means devices that make audible, continuous alarm sounds when any door or window, that permits access from the residence to the pool area that is without any intervening enclosure, is opened or is left ajar. Exit alarms may be battery operated or may be connected to the electrical wiring of the building.

Drowning prevention safety features required.

B. Whenever a building permit is issued for construction of a new swimming pool or spa, or any building permit is issued for remodeling of an existing pool or spa, at a private, single-family home or multifamily residence, the pool shall be isolated by an enclosure, or the pool shall incorporate removable mesh pool fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 Standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device, or the pool shall be equipped with an approved safety pool cover that meets all requirements of the ASTM Specifications F1346.

Design Standards

Pools must be set back a minimum of 5 feet from all property lines, structures, fencing, and walls.

D. Pools, spas, and other bodies of water are reviewed and approved by the City's Building Department. All pools, spas, and other bodies of water shall be compliant with the California Building Code.

Enclosures.

An enclosure shall have all of the following characteristics:

A. Any access gates through the enclosure open away from the swimming pool, and are self-closing with self-latching device placed no lower than 60 inches above the ground.

B. A minimum height of 60 inches.

C. A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.

D. Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.

E. An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

Exceptions to requirements of this Chapter.

The requirements of this Chapter shall not apply to any of the following:

A. Public swimming pools.

B. Hot tubs or spas with locking safety covers that comply with the American Society for Testing Materials Emergency Performance Specification (ASTM ES 13-89).

Pool and spa requirements.

A. Whenever the building permit is issued for the construction of a new swimming pool or spa, the pool or spa shall meet all of the following requirements:

1. The suction outlet of the pool or spa for which the permit is issued shall be equipped to provide circulation throughout the pool or spa.

2. The swimming pool or spa shall have at least two circulation drains per pump that shall be hydraulically balanced and symmetrically plumbed through one or more "T" fittings, and that are separated by a distance of at least three feet in any dimension between the drains.

B. Suction outlets that are less than 12 inches across shall be covered with anti entrapment grates, as specified in the ASME/ANSI Standard A, 112.19.8, that cannot be removed except with the use of tools. Slots or openings in the grates or similar protective devices shall be of a shape, area, and arrangement that would prevent physical entrapment and would not pose any suction hazard to bathers.

C. Any backup safety system that an owner of a new swimming pool or spa may choose to install in addition to the requirements set forth in Subsections A. and B. shall meet the standards as published in the document, "Guidelines for Entrapment Hazards: Making Pools and Spas Safer," Publication Number 363, March 2005, United States Consumer Product Safety Commission.

C. D. Whenever a building permit is issued for the remodel or modification of an existing swimming pool, toddler pool, or spa, the permit shall require that the suction outlet of the existing swimming pool, toddler pool, or spa be upgraded so as to be equipped with an anti entrapment cover meeting current standards of the American Society for Testing and Materials (ASTM) or the American Society of Mechanical Engineers (ASME).

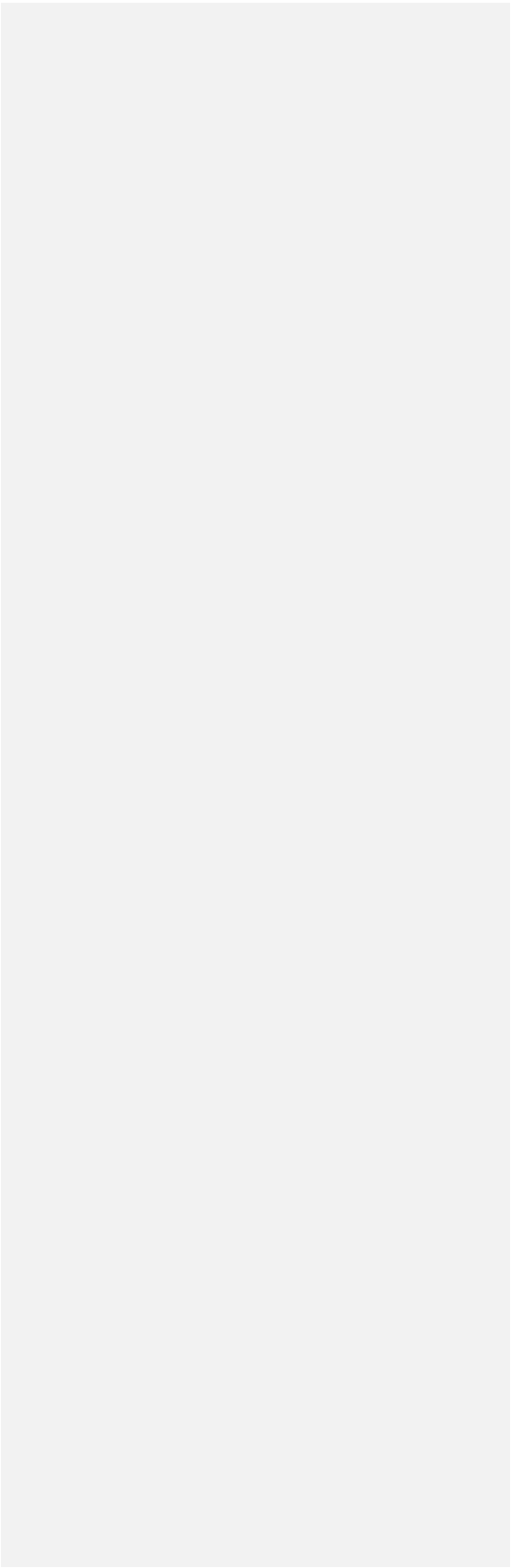
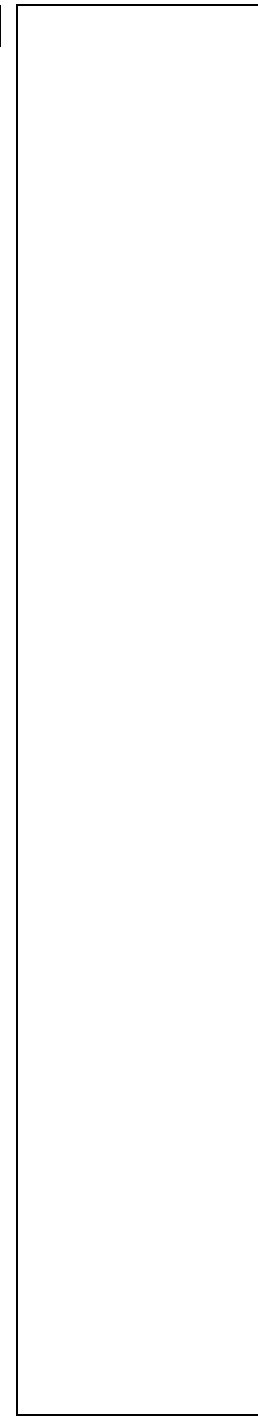
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Section 99.08.02	<p><u>Sec. 99.08.02. Fence height. (a) The maximum height of fences between two or more residential uses in residential zones shall be six (6) seven (7) feet, and the maximum height of any fence shall be fifteen (15) feet except where a greater height is required for sight-screening or noise reduction. The maximum height of a fence within the front setback shall be four (4) feet. In all setback areas, fences more than (4) feet in height shall be permitted only when approved under the site plan review procedure and subject to the terms of such approval.</u>¹</p> <p><u>Other walls and fence regulations include:</u></p> <p class="list-item-l1">a. <u>Walls and fences within the front setback shall not exceed 4 feet in height.</u></p> <p class="list-item-l1">b. <u>Walls and fences height shall be measured from the highest grade.</u></p> <p><u>Prohibited fence materials in the residential and mixed-use zones include: sharp-edge, barbed wire, razor wire, and electrically charged fences.</u></p>	<div>Formatted: Font: Italic</div> <div>Formatted: Font: Italic</div> <div>Formatted: Font: Italic</div>
Section. 99.09.04 ©	<p><u>(25) On terms and in an amount acceptable to the City Planner, adequate surety is provided for reclamation of commercial solar energy generation facility sites should energy production cease for a continuous period of 180 days and/or if the site is abandoned.</u></p> <p><u>Solar Energy Development Standards.</u></p> <p><u>(c) Night Lighting. Outdoor lighting within a commercial solar energy generation facility shall comply with the provisions of Chapter 83.07 of this Development Code.</u></p> <p><u>(d) Public Safety Services Impact Fees. The developer of an approved commercial solar energy generation facility shall pay a fee on an annual basis according to the following schedule:</u></p> <p><u>(e) Special Use Permit. Prior to the start of construction, the developer of an approved commercial solar energy generation facility shall submit for review, and gain approval for, a Conditional Use Permit (CUP). Thereafter, the CUP shall be renewed annually subject to annual inspections and the payment of fees.</u></p> <p><u>The annual CUP inspections shall review and confirm continuing compliance with the performance standards included in the findings of fact and the listed conditions of approval, including all mitigation measures. This comprehensive compliance review shall include evaluation of the operation and maintenance of the entire commercial solar energy generation facility. Failure to comply shall cause enforcement actions against the operator and owner of the facility. Such actions may cause a hearing or an action that could result in revocation of the facility's conditional use permit and imposition of additional sanctions and/or penalties.</u></p> <p><u>(f) Project Notices. Notice of an application for approval of a commercial solar energy generation facility shall be provided to all property owners, whether located in a city or in the unincorporated area of the County, within the following parameters:</u></p> <p><u>(1) Area to be Notified: Owners of property located within 1,000 feet of the external boundaries of the parcel of the proposed site, or owners of property located up to 20 separate parcels away but not to exceed one quarter mile (1,320 ft.), whichever is greater.</u></p> <p><u>(A) Notification Timing. Notification shall be accomplished upon acceptance of a new Conditional Use Permit application or a Revision to an Approved Action application for a commercial solar energy generation facility, with additional notice of public hearings provided as required by law to property owners within the Area to be Notified cited above.</u><u>Add SECTION ON SOLAR FACILITIES Required Findings for Approval of a Commercial Solar Energy Facility.</u></p> <p><u>(a) In order to approve a commercial solar energy generation facility, the Planning Commission shall determine that the location of the proposed commercial solar energy facility is appropriate in relation to the desirability and future development of communities, neighborhoods, and rural residential uses, and will not lead to loss of the scenic desert qualities that are key to maintaining a vibrant desert tourist economy by making each of the findings of fact in subdivision (c).</u></p> <p><u>(b) In making these findings of fact, the Planning Commission shall consider:</u></p> <p class="list-item-l1"><u>(1) the characteristics of the commercial solar energy facility development site and its physical and environmental setting, as well as the physical layout and design of the proposed development in relation to nearby communities, neighborhoods, and rural residential uses; and</u></p> <p class="list-item-l1"><u>(2) the location of other commercial solar energy generation facilities that have been constructed, approved, or applied for in the vicinity, whether within a city or unincorporated territory, or on state or federal land.</u></p> <p><u>(c) The finding of fact shall include the following:</u></p> <p class="list-item-l1"><u>(1) The proposed commercial solar energy generation facility is either</u></p> <p class="list-item-l2"><u>(A) sufficiently separated from existing communities and existing/developing rural residential areas so as to avoid adverse effects, or</u></p> <p class="list-item-l2"><u>(B) of a sufficiently small size, provided with adequate setbacks, designed to be lower profile than otherwise permitted, and sufficiently screened from public view so as to not adversely affect the desirability and future development of communities, neighborhoods, and rural residential use.</u></p> <p class="list-item-l1"><u>(2) Proposed fencing, walls, landscaping, and other perimeter features of the proposed commercial solar energy generation facility will minimize the visual impact of the project so as to blend with and be subordinate to the environment and character of the area where the facility is to be located.</u></p> <p class="list-item-l1"><u>(3) The siting and design of the proposed commercial solar energy generation facility will be either:</u></p> <p class="list-item-l2"><u>(A) (A) unobtrusive and not detract from the natural features, open space and visual qualities of the area as viewed from communities, rural residential uses, and major roadways and highways, or</u></p>	<div>Formatted: Font: Italic</div> <div>Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.07" + Indent at: 0.32"</div>



Section 99.05 B Section 99.09.04	<p>Section 99.05 B</p> <p>(b) Antennae. Notwithstanding the restrictions of subsection (a) of this section, radio, television, cellular, telecommunication<u>telecommunications tower, and</u> microwave antennae and similar equipment shall be subject to the following regulations:</p> <p>(1) Ground-mounted antennae which are incidental or accessory uses are permitted to a height of fifty (50) feet, unless permitted higher by a conditional use permit.</p> <p>(2) Roof-mounted antenna <u>and telecommunications facilities</u>, which shall <u>may</u> include dishes to a maximum of twenty-four (24) inches in diameter, may be used but may not be more than twenty-five (25) feet higher than the highest point of the building to which they are attached, excluding chimneys and like projects, unless permitted higher by the issuance of a conditional use permit.</p> <p>***</p> <p>Add as Section 99.05 C</p> <p><u>All rooftop equipment shall be screened form public view by screening materials of the same nature as the building's basic materials. Mechanical equipment should be located below the highest vertical element of the building.</u></p> <p><u>All rooftop mechanical equipment shall be located at a distance from the edge of the building so as not to be visible from the pedestrian level, from adjacent properties, and from adjacent roadways. If such units must be placed in a visible location for functional reasons, they shall be screened in a manner consistent with the building facade.</u></p> <p><u>Landscaping and screening of areas needed for services, such as deliveries, trash collection is required. Other appurtenances such as ground mechanical units, utility boxes, back-flow devices, and similar equipment shall either be screened or blended with surrounding area.</u></p> <p>Add as Section 99.09.05</p> <p><u>A. Telecommunications tower on residentially zoned lots. A telecommunication tower is prohibited on a residentially zoned lot unless either of the following applies:</u></p> <p><u>1. The residentially zoned lot is developed and used for nonresidential purposes; or</u></p> <p><u>2. The residentially zoned lot is owned by a governmental entity.</u></p> <p><u>B. New telecommunications towers.</u></p> <p>1) <u>Level of approval required.</u></p> <p><u>a. City Planner-level—A City Planner-level site plan and design review is required for a new roof-mounted telecommunications facility that is no higher than twenty-five (25) feet higher than the highest point of the building to which it is attached, or a new monopole under fifty (50) feet, or a new monopole that replaces an existing monopole, does not exceed the height of the existing pole where it is located, and is located in the same or proximate location as the monopole being replaced.</u></p> <p><u>b. Commission-level. A conditional use permit is required for a new telecommunications tower that is not subject to City Planner-level review.</u></p> <p>1. <u>Site plan and design review. A new telecommunications tower is subject to site plan and design review approval at the same level as the conditional use permit.</u></p> <p>2. <u>Standards applicable only to discretionary projects. All wireless telecommunications comply with the following, except that small wireless telecommunications facilities which comply with the most recent version of the City’s wireless design standards, as approved by the City Council by resolution, after recommendation (for or against) by the Planning Commission, need not comply with the following:</u></p>
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- a. Screening. The applicant shall employ screening, undergrounding and camouflage design techniques to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility’s visual impact as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style, and quality.
- b. Space. Each facility shall be designed to occupy the least amount of space in the right-of-way that is technically feasible.
- c. Landscaping. Where appropriate, each facility shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs. Additional landscaping shall be planted, irrigated and maintained by applicant where such landscaping is deemed necessary by the City to provide screening or to conceal the facility.
- d. Modification. Consistent with current State and Federal laws and if permissible under the same, at the time of modification of a wireless telecommunications facility, existing equipment shall, to the extent feasible, be replaced with equipment that reduces visual, noise and other impacts, including, but not limited to, undergrounding the equipment and replacing larger, more visually intrusive facilities with smaller, less visually intrusive facilities.
- e. Security. Permittee shall pay for and provide a performance bond or other form of security approved by the City Attorney’s office, which shall be in effect until the facilities are fully and completely removed and the site reasonably returned to its original condition, to cover permittee’s obligations under these conditions of approval and this Code. The security instrument coverage shall include, but not be limited to, removal of the facility. (The amount of the security instrument shall be calculated by the applicant in its submittal documents in an amount rationally related to the obligations covered by the bond and shall be specified in the conditions of approval.) Before issuance of any building permit, permittee must submit said security instrument.
- f. Noise. If a nearby property owner registers a noise complaint, the City shall forward the same to the permittee. Said complaint shall be reviewed and evaluated by the applicant. The permittee shall have 10 business days to file a written response regarding the complaint which shall include any applicable remedial measures. If the City determines the complaint is valid and the applicant has not taken any steps to minimize the noise, the City may hire a consultant to study, examine and evaluate the noise complaint and the permittee shall pay the fee for the consultant if the site is found in violation of this Section. The matter shall be reviewed by the City Planner. If the City Planner determines sound proofing or other sound attenuation measures are required to bring the project into compliance with the Code, the City Planner may impose conditions on the project to achieve said objective.
- g. Undergrounding. Accessory equipment shall be placed underground unless City staff determines that there is either no room in the public right-of-way for undergrounding or undergrounding is not feasible. If either exception applies, the accessory equipment may be placed above ground provided it is sufficiently concealed with natural or manmade features. When accessory equipment will be ground-mounted, such accessory equipment shall be enclosed within a structure that does not exceed a height of 5 feet, not exceed a footprint of 15 square feet, and shall be fully screened and/or camouflaged with landscaping and/or architectural treatment. Required electrical meter cabinets shall be screened and/or camouflaged.
- 3. Standards for all facilities. The following requirements apply to all wireless telecommunications facilities.
 - a. Antenna placement. Antenna elements shall be flush mounted, if feasible. All antenna mounts shall be designed so as not to preclude possible future collocation by the same or other operators or carriers.
 - b. Traffic safety. Facilities shall be designed consistent with all applicable safety standards and shall be installed only in a location which does not violate pedestrian or traffic safety standards.
 - c. Blending methods. All facilities shall have subdued colors and non-reflective materials that blend with the materials and colors of the surrounding area and structures.
 - d. Poles. Pole mounted equipment and enclosure, exclusive of antennas, shall not exceed total volume allowed by City’s design standards. Strand mounted equipment and enclosure shall not exceed 2 cubic feet in total volume.
 - e. Wind loads. Each facility shall be properly engineered to withstand wind loads as required by this Code or any duly adopted or incorporated code. An evaluation of high wind load capacity shall include the impact of modification of an existing facility.
 - f. Obstructions. Each component part of a facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, incommode the public’s use of the right-of-way, or safety hazards to pedestrians and motorists.
 - g. Public facilities. A facility shall not interfere with access to a fire hydrant, fire station, fire escape, water valve, underground vault, valve housing structure, or any other public health or safety facility.
 - h. Screening. All ground-mounted facility, pole-mounted equipment, or walls, fences, landscaping or other screening methods shall be installed at least 18 inches from the curb and gutter flow line.
 - i. Accessory equipment—Accessory equipment—Location. In locations where homes are only along one side of a street, above-ground accessory equipment shall not be installed directly in front of a residence. Such above-ground accessory equipment shall be installed along the side of street with no homes.
 - j. Signage. No facility shall bear any signs or advertising devices other than certification, warning or other signage required by law or permitted by the City.
 - k. Lighting. No facility may be illuminated unless specifically required by the Federal Aviation Administration or other government agency. Beacon lights are not permitted unless required by the Federal Aviation Administration or other government agency. Any required lighting shall be shielded to eliminate, to the maximum extent possible, impacts on the surrounding neighborhoods.
 - l. Noise. Backup generators shall only be operated during periods of power outages, and shall not be tested on weekends or holidays, or between the hours of 7:00 p.m. and 7:00 a.m.
 - m. Security. Each facility shall be designed to be resistant to, and minimize opportunities for, unauthorized access, climbing, vandalism, graffiti and other conditions that would result in hazardous situations, visual blight or attractive nuisances. For any discretionary permit, the City Planner may require the provision of warning signs, fencing, anti-climbing devices, or other techniques to prevent unauthorized access and vandalism when, because of their location and/or accessibility, a facility has the potential to become an attractive nuisance. Additionally, no lethal devices or elements shall be installed as a security device.
 - n. Permit expiration. The installation and construction approved by a wireless telecommunications facility permit shall begin within one year after its approval or it will expire without further action by the City.
 - o. Signs. At all times, all required notices and/or signs shall be posted on the site as required by the Federal Communications Commission, California Public Utilities Commission, any applicable licenses or laws, and as approved by the City. The location and dimensions of a sign bearing the emergency contact name and telephone number shall be posted pursuant to the approved plans.
 - p. Permit expiration. A condition setting forth the permit expiration date in accordance with subsection N shall be included in the conditions of approval.
 - r. Permit transfer. The permittee shall not transfer the permit to any person prior to the completion of the construction of the facility covered by the permit, unless and until the transferee of the permit has submitted the security instrument.
 - s. Property rights. The permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement or property without the prior consent of the owner of that structure, improvement or property. No structure, improvement or property owned by the City shall be moved to accommodate a wireless telecommunications facility unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the permittee pays all costs and expenses related to the relocation of the City’s structure, improvement or property. Prior to commencement of any work pursuant to an encroachment permit issued for any facility within the public right-of-way, the permittee shall provide the City with documentation establishing to the City’s satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement or property within the public right-of-way to be affected by applicant’s facilities.
 - t. Liability. The permittee shall assume full liability for damage or injury caused to any property or person by the facility.

	<p><u>u. Repair obligations.</u> The permittee shall repair, at its sole cost and expense, any damage, including, but not limited to, subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to City streets, sidewalks, walks, curbs, gutters, trees, parkways, street lights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems, or sewer systems and sewer lines that result from any activities performed in connection with the installation and/or maintenance of a wireless telecommunications facility in the public right-of-way. The permittee shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs. In the event the permittee fails to complete such repair within the number of days stated on a written notice by the City Engineer. Such time period for correction shall be based on the facts and circumstances, danger to the community and severity of the disrepair. Should the permittee not make said correction within the time period allotted the City Engineer shall cause such repair to be completed at permittee’s sole cost and expense.</p> <p><u>v. Drip line.</u> No facility shall be permitted to be installed in the drip line of any tree in the right-of-way unless the facility is to be collocated on an existing facility in the drip line.</p> <p><u>w. Insurance.</u> The permittee shall obtain, pay for and maintain, in full force and effect until the facility approved by the permit is removed in its entirety from the public right-of-way, an insurance policy or policies meeting the City of Westminster’s insurance requirements for contractors to perform work with public right-of-way.</p> <p><u>x. Indemnification.</u> Permittee shall defend, indemnify, protect and hold harmless the City, its elected and appointed Council members, boards, commissions, officers, officials, agents, consultants, employees, and volunteers from and against any and all claims, actions, or proceeding against the City, and its elected and appointed Council members, boards, commissions, officers, officials, agents, consultants, employees, and volunteers to attack, set aside, void or annul, an approval of the City, Planning Commission or City Council concerning this permit and the project. Such indemnification shall include damages of any type, judgments, settlements, penalties, fines, defensive costs or expenses, including, but not limited to, interest, attorneys’ fees and expert witness fees, or liability of any kind related to or arising from such claim, action, or proceeding. The City shall promptly notify the permittee of any claim, action, or proceeding. Nothing contained herein shall prohibit the City from participating in a defense of any claim, action or proceeding. The City shall have the option of coordinating the defense, including, but not limited to, choosing counsel after consulting with permittee and at permittee’s expense.</p> <p><u>y. Hold harmless.</u> Additionally, to the fullest extent permitted by law, the permittee, and every permittee and person in a shared permit, jointly and severally, shall defend, indemnify, protect and hold the City and its elected and appointed Council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers harmless from and against all claims, suits, demands, actions, losses, liabilities, judgments, settlements, costs (including, but not limited to, attorney’s fees, interest and expert witness fees), or damages claimed by third parties against the City for any injury claim, and for property damage sustained by any person, arising out of, resulting from, or are in any way related to the wireless telecommunications facility, or to any work done by or use of the public right-of-way by the permittee, owner or operator of the wireless telecommunications facility, or their agents, excepting only liability arising out of the sole negligence or willful misconduct of the City and its elected and appointed Council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers.</p> <p><u>z. Cabinet removal.</u> Should the utility company servicing the facility with electrical service that does not require the use of an above ground meter cabinet, the permittee shall at its sole cost and expense remove the meter cabinet and any related foundation 90 days of such service being offered and reasonably restore the area to its prior condition. An extension may be granted if circumstances arise outside of the control of the permittee.</p> <p><u>aa. Relocation.</u> The permittee shall modify, remove, or relocate its facility, or portion thereof, without cost or expense to City, if and when made necessary by: (i) any public improvement project, including, but not limited to, the construction, maintenance, or operation of any underground or above ground facilities, including, but not limited to, sewers, storm drains, conduits, gas, water, electric or other utility systems, or pipes owned by City or any other public agency; (ii) any abandonment of any street, sidewalk or other public facility; (iii) any change of grade, alignment or width of any street, sidewalk or other public facility; or (iv) a determination by the City Planner that the wireless telecommunications facility has become incompatible with public health, safety or welfare or the public’s use of the public right-of-way. Such modification, removal, or relocation of the facility shall be completed within 90 days of notification by City unless exigencies dictate a shorter period for removal or relocation. Modification or relocation of the facility shall require submittal, review and approval of a modified permit pursuant to the Code including applicable notice and hearing procedures. The permittee shall be entitled, on permittee’s election, to either a pro rata refund of fees paid for the original permit or to a new permit, without additional fee, at a location as close to the original location as the standards set forth in the Code allow. In the event the facility is not modified, removed, or relocated within said period of time, City may cause the same to be done at the sole cost and expense of permittee. Further, due to exigent circumstances including those of immediate or imminent threat to the public’s health and safety, the City may modify, remove, or relocate wireless telecommunications facilities without prior notice to permittee provided permittee is notified within a reasonable period thereafter.</p> <p><u>bb. Conditions.</u> Permittee shall agree in writing that the permittee is aware of, and agrees to abide by, all conditions of approval imposed by the wireless telecommunications facility permit within 30 days of permit issuance. The permit shall be void and of no force or effect unless such written consent is received by the City within said 30-day period.</p> <p><u>cc. Right-of-way agreement.</u> Prior to the issuance of any encroachment permit, permittee shall be required to enter into a right-of-way agreement with the City in accordance with the City’s past practice.</p> <p><u>5. Conditions of approval.</u> In addition to compliance with the design and development standards outlined in this Section, all facilities shall be subject to the following conditions of approval (approval may be by operation of law), as well as any modification of these conditions or additional conditions of approval deemed necessary by the City Planner: As built drawings. The permittee shall submit an as built drawing within 90 days after installation of the facility. As-built drawings shall be in an electronic format acceptable to the City which can be linked to the City’s GIS.</p> <p><u>a. Contact information.</u> The permittee shall submit and maintain current at all times basic contact and site information on a form to be supplied by the City. The permittee shall notify the City of any changes to the information submitted within 30 days of any change, including change of the name or legal status of the owner or operator. This information shall include, but is not limited to, the following:</p> <p><u>1 Identity,</u> including the name, address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator, and the agent or person responsible for the maintenance of the facility.</p> <p><u>2 The legal status</u> of the owner of the wireless telecommunications facility.</p> <p><u>b. Assignment.</u> The permittee shall notify the City in writing at least 90 days prior to any transfer or assignment of the permit. The written notice required in this Section must include: (i) the transferee’s legal name; (ii) the transferee’s full contact information, including a primary contact person, mailing address, telephone number and email address; and (iii) a statement signed by the transferee that the transferee shall accept all permit terms and conditions. The City Planner may require the transferor and/or the transferee to submit any materials or documentation necessary to determine that the proposed transfer complies with the existing permit and all its conditions of approval, if any. Such materials or documentation may include, but shall not be limited to: Federal, State and/or local approvals, licenses, certificates or franchise agreements; statements; photographs; site plans and/or as-built drawings; and/or an analysis by a qualified radio frequency engineer demonstrating compliance with all applicable regulations and standards of the Federal Communications Commission. Noncompliance with the permit and all its conditions of approval, if any, or failure to submit the materials required by the City Planner shall be a cause for the City to revoke the applicable permits.</p> <p><u>c. The wireless telecommunications facility</u> shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the City Planner for the purpose of: (i) protecting the public health, safety, and welfare; (ii) preventing interference with pedestrian and vehicular traffic; and/or (iii) preventing damage to the public right-of-way or any adjacent property. The City may modify the permit to reflect such conditions, changes or limitations by following the same notice and public hearing procedures as are applicable to the underlying permit for similarly located facilities, except the permittee shall be given notice by personal service or by registered or certified mail at the last address provided to the City by the permittee.</p> <p><u>6. Findings.</u> No discretionary permit shall be granted for a wireless telecommunications facility unless the approving party makes all of the following findings:</p> <p><u>a. All notices</u> required for the proposed installation have been given.</p>
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	<div>b. <u>The proposed facility would comply with all applicable laws.</u></div> <div>c. <u>The applicant has provided sufficient evidence supporting the applicant’s claim that it has the right to enter the public right-of-way pursuant to State or Federal law, or the applicant has entered into an agreement with the City permitting the applicant to use the public right-of-way.</u></div> <div>d. <u>The applicant has demonstrated one of the following: (a) the design and location for the proposed installation will be minimally intrusive on the purposes of this Section 17.400.177; or (b) denial of the proposed facility would “effectively prohibit” the deployment of wireless facilities in violation of Federal law.</u></div>
Section 111.01 and 111.03	<div>Add to Section 111.01</div> <div><u>The off street parking facilities required by this title shall be located on the same lot or parcel of land as the use they are intended to serve, except that in cases of practical difficulty, the City Planner may approve substitute parking locations for ministerial projects which meet the following conditions:</u></div> <div><u>A. All or part of the substitute location is within two hundred feet (200') of the principal use for which the parking is being provided;</u></div> <div><u>B. The substitute lot is in the same possession as the use it is intended to serve. Such possession may be by deed or long term lease, the terms of which meet the approval of the city.</u></div> <div><u>C. The off street parking facilities required by this title shall be located on the same lot or parcel of land as the residential unit they are intended to serve.</u></div> <div><u>D. Parking spaces shall not be located in any required front yard, except in legal nonconforming lots where garages or carports may be located in the front yard when approved by the planning commission.</u></div> <div><u>E. Not more than three (3) carports or garages on any one lot shall have their entryway facing the street.</u></div> <div>For discretionary projects, the planning commission may approve substitute parking locations for ministerial projects which meet the above conditions, or recommend approval to the city council for projects requiring council approval.</div> <div>Add to Section 111.03</div> <div><u>Secondary driveways in residential zones:</u></div> <div><u>a. a. Driveways shall only be supported if lead to a garage, carport, or side yard area, and setback requirements are</u></div> <div><u>being met.</u></div> <div>No more than two driveway approaches per lot shall be permitted</div> <div><u>Secondary driveways in residential zones:</u></div> <div>a. Shall be permitted only on R1 Single Family Residential</div> <div>b. Driveways shall only be supported if lead to a garage, carport, or side yard area, and setback requirements are being met.</div> <div>c. No more than two driveway approaches per lot shall be permitted</div> <div>d. Approved driveways shall be constructed of impervious surface, such as concrete, asphalt, and pavers. Loose material such as gravel or decomposed granite, or similar material is prohibited for parking.</div> <div>e. Shall be permitted on corner lots or lots with more than one hundred (100) feet of street frontage</div> <div>The Planning Director with approval by the city engineer may approve a secondary driveway that is less than one hundred (100) feet, but in no case less than eighty five (85) feet, that is not located on a corner lot and that not substantially reduce on-street parking and meets all of the following:</div> <div>• The second driveway must be at least ____ feet from the back of the curb return and at least ____ feet from the first driveway. ← Confer with Public Works/Engineering for appropriate distances</div> <div>• The driveway must be setback at least ____ feet from any driveway on an adjacent property.</div> <div>• The driveway must be setback at least ____ feet from a public utility.</div> <div>• The driveway shall be setback at least ____ feet away from an easement.</div> <div>Construction of a second driveway requires the issuance of an encroachment permit to be reviewed and approved by the Public Works City Engineer.</div> <div>Planning submittal requirements include a zoning application to be reviewed and approved by the Planning Division prior of receiving encroachment permit approvals.</div> <div>• Submittal requirements shall include a drawing or sketch (8 ¼ by 11 min- 11/ 17 max) to scale including, the locating and width of existing, proposed, and adjacent property driveways within 15 feet beyond the subject property, location of trees, street signs, light poles, fire hydrants, and any other existing facilities/ structures, property lines, easements.</div> <div>• Submittal shall include dimensions showing the distance between adjacent driveways, property lines, length of the proposed driveway, width of the proposed driveway, proposed material, dimensions showing the existing and proposed landscaped/hardscape areas in the front yard and percentages.</div>

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Section 111.04.

Sec. 111.04. Parking requirements. It is the intent of this section to require off-street parking and loading spaces on each parcel for all land uses within the city. These spaces should be sufficient in number to accommodate the vehicles of residents, employees, customers and clients. The overall intent of this section is to reduce on-street parking, traffic congestion and to improve pedestrian safety within the city.

At the time a business or residential activity is established, or a building is erected or enlarged, or there is a change of use at the subject location, sufficient vehicle off-street parking spaces shall be provided. Accessible off-street parking areas shall be provided and maintained for each land use or activity in accordance with the schedule set out in this part. (Ord. No. 427-AC)

Sec. 111.04.01. Parking spaces required--Residential.

Type of Residential Use	Off-Street/ <u>On-Street</u> Parking Stalls Required
Single and two-family dwellings	<p><u>Parking is not required for residential uses within one-half mile of public transit.</u></p> <p><u>In all other cases: Two (2) stalls per dwelling unit, one (1) of which shall be a covered carport or garage.</u></p> <p><u>Residential uses may utilize every 22 feet of useable lot frontage (excluding driveway entrances) along local roads conforming to the City's standards as counting toward one (1) stall of required parking.</u></p>
Accessory dwelling units	<p><u>Parking is not required for residential uses within one-half mile of public transit.</u></p> <p><u>In all other cases: One (1) new parking space shall be provided for each accessory dwelling unit on a lot. The new parking space(s) shall be located on the same lot where the accessory dwelling unit is located, shall not be on the street, and shall be in addition to all existing parking spaces on the lot. Except in the following circumstances:</u></p> <ul style="list-style-type: none"><u>The accessory dwelling unit is located within one-half mile walking distance of public transit, as defined in Government Code Section 65852.2(j), as may be amended.</u><u>The accessory dwelling unit is located within an architecturally and historically significant historic district.</u><u>The accessory dwelling unit is located entirely within the proposed or existing primary residence or an accessory structure.</u>

	<ul style="list-style-type: none"><u>When there is a car share vehicle located within one block of the accessory dwelling unit.</u> <p><u>Residential uses may utilize every 22 feet of useable lot frontage (excluding driveway entrances) along local roads conforming to the City's standards as counting toward one (1) stall of required parking.</u></p>	
Multiple Family	<p><u>Parking is not required for residential uses within one-half mile of public transit. However, this provision shall not reduce, eliminate, or preclude the enforcement of any state or local requirement imposed on a new multifamily residential development that is located within one-half mile of public transit to provide electric vehicle supply equipment installed parking spaces or parking spaces that are accessible to persons with disabilities that would have otherwise applied to the multifamily residential development.</u></p> <p><u>In all other cases: One and one-half (1 ½) stalls per efficiency-dwelling unit, one and one half (1 ½) stalls per dwelling unit, or two (2) stalls for each unit having three (3) or more bedrooms, plus one (1) stall for every four (4) units for guests. One (1) stall for each unit shall be covered with a garage or carport.</u></p> <p><u>Residential uses may utilize every 22 feet of useable lot frontage (excluding driveway entrances) along local roads conforming to the City's standards as counting toward one (1) stall of required parking.</u></p>	
Rooming houses, residence clubs, fraternity and sorority houses	One (1) stall for every bedroom plus an additional four (4) stalls.	

<div><div><div>*Tandem parking shall be permissible in the Residential Uses</div><div>**EV charging station requirements shall be compliant with the most current California Green Building Code, Title 24.</div></div></div>		
Sec. 111.04.03. Parking spaces required—Institutional.		
Type of Institutional Use	Off-Street Parking Stalls Required	
Hospitals	One (1) stall for each three (3) beds, plus one (1) stall per staff doctor, plus one (1) stall for each three (3) employees.	
Convalescent homes, nursing homes and sanitariums	One (1) stall per staff or visiting doctor, plus one (1) stall per two (2) employees, plus one (1) stall for every four (4) beds.	
Orphanages	One (1) stall for every three (3) employees plus one (1) stall for every ten (10) beds	
Day care and nursery schools	One (1) stall for each employee, plus an additional two (2) stalls, plus one (1) loading/ drop off space for every five (5) children –	
<u>Assembly Uses</u>	One (1) stall for every four (4) seats or seven (7) linear feet of bench	
Public, parochial and private elementary schools	One (1) stall for each employee, plus one (1) stall for every four (4) auditorium seats. Plus a bus loading area is required	
Public, parochial and private high schools	One (1) stall for each employee, plus one (1) stall for each ten (10) students or one (1) stall for each four (4) auditorium seats, whichever is greater. Plus a bus loading area is required.	
Colleges, art, craft, music and dancing schools and business, professional and trade schools	One (1) stall for each employee, plus one (1) space for each four (4) students or one (1) stall for each four (4) auditorium seats, whichever is greater.	
Sec. 111.04.05. Parking spaces required--Retail/commercial.		
Type of Retail/Commercial Use	Off-Street Parking Requirements	
General retail sales, repair and services	One (1) stall per two hundred fifty (250) square feet of gross floor area	
Uncovered general retail sales, repair and services	One (1) stall per two hundred fifty (250) square feet of gross sales area	
Retail sales of large appliances, furniture or other similar bulky merchandise	One (1) stall per four hundred (400) square feet of gross floor area	
Restaurants, bars, taverns, lunch rooms, night clubs and cocktail lounges	One (1) stall for every three (3) seats or one hundred (100) square feet of gross floor area devoted to dining, whichever is greater. Plus one (1) stall for each shift employee	
Restaurants and other retail establishments with walk-up or drive-up windows and roadside stands	One (1) stall for every three (3) seats or one hundred (100) square feet of gross floor area, whichever is greater. Plus one (1) stall for each shift employee, plus eight (8) stalls for each exterior service window	
Barber and beauty shops	One (1) stall per one hundred (100) square feet of gross floor area	
Uncovered retail sales area for landscaping nurseries, vehicles and construction materials	One (1) stall for each four thousand (4,000) square feet of gross display area. Plus four (4) additional stalls, or one (1) stall per employee, whichever is greater	
Service stations and vehicle repair garages	One (1) stall per four hundred (400) square feet of gross floor area. Plus three (3) additional stalls, or one (1) stall per employee (service bays shall not be counted as part of the required parking)	
Hotels and motels	One (1) stall for each guest room, plus four (4) additional stalls , plus one (1) stall for each shift employee	
Bus stations, train depots and other transportation depots	One (1) stall for each employee, plus user parking as determined by the city planner	

Sec. 111.04.07. General off-street parking requirements.
The parking requirements previously listed are minimum. The planning commission may require additional stalls and off-street parking areas deemed necessary to reduce off-street parking congestion, and improve traffic and pedestrian safety within the city.

Sec. 111.04.08 Calculations of fractions of parking stalls.
If the calculation for required off-street parking results in a fraction of one-half (1/2) or more of a parking stall, then one (1) parking stall shall be provided. No parking stall is required for fractions of less than one-half (1/2) of a stall. (Ord. No. 427-AC)

Sec. 111.04.09. Parking ratios for a combination of entities. Where there is a combination of uses or entities for any-one (1) facility on a parcel, the total required off=street parking shall be the sum of the required parking spaces for each use or entity. The parking provided for one (1) use may not be used to satisfy the parking requirements for another use on the same site, unless all the following conditions are met:

- (a) Structures on the site clearly can be used only during limited time periods.
- (b) The uses occur during completely difference periods of time.
- (c) The city planner determines there will be no conflicts or safety hazards between the proposed uses.
- (d) A conditional use permit is obtained. (Ord. No. 427-AC)

Sec. 111.04.10. Other parking uses. The parking ratio shall be determined by the city planner for uses that are not specifically included or are not closely related to other uses included in the parking space requirement schedule. (Ord. No. 427-AC)

- The city planner may require additional information, such as a parking analysis, a queuing analysis, a noise analysis, or other relatable information in order to analyze the proposed parking.

Sec. 111.04.11. Other commercial uses. Proposed commercial buildings without uses specified and confirmed (by lease or other legal agreement) shall provide one (1) parking space for every, two hundred fifty (250) square feet of gross floor area.
Determining Parking Ratio by Employee Shift. The required minimum number of parking spaces for uses having a parking ratio based upon the number of employees, shall be determined by the employment shift with the greatest number of employees. (Ord. No. 427-AC)

- Discretionary Approved projects shall include conditions of approval to prevent project modifications that trigger parking changes such as increasing building square footage, and operational changes such as increasing the number of employees.

Sec. 111.04.12. Combined parking for separate lots. Every use shall provide the required parking on the same parcel except:

- (a) The owners of adjoining properties may provide parking space in common if said parking area is secured by easement or other sufficient legal document, and provided the total number of parking spaces is equal to the required sum for each individual use or entity.
- Shared easement agreements shall run with the land and shall be reviewed by the City Staff and City Attorney prior to recordation.
- The easement review and recording fees shall be borne by the applicant.

(b) (b) Any use located within a parking assessment district formed under the provisions of this Code need not provide the required parking as specified in this part. (Ord. No. 427-AC)

Bicycle Parking requirements to be established as Section 111.05 (see Excel table for other cities samples)

~~1. Minimum Bicycle Parking Requirements. Long term bicycle parking shall be provided in secure, weather protected facilities for multi family building residents who need bicycle parking for several hours or longer. Short term bicycle parking shall be located in publicly accessible, highly visible locations that serve the main entrance of a multi family building. Short term bicycle parking shall be visible to bicyclists on the street and is intended for visitors. Amounts of required long term and short term bicycle parking shall be provided as follows:~~

- ~~a. Long term Requirement. Multi family buildings with 5 or more units, shall provide one (1) space per unit.~~
 - ~~i. In unit allowance standards. For sites with 20 or fewer units, up to 100% of bicycle parking spaces are permitted to be in dwelling units.~~
 - ~~ii. For sites with more than twenty (20) units, up to 20% of bicycle parking are permitted in dwelling units.~~
 - ~~iii. Elderly or disabled multi family uses shall provide 1 bicycle parking space per 10 units.~~
- ~~b. Long Term Additional Requirements. Multi family buildings with more than twenty (20) units, shall include:~~
 - ~~i. Cargo or long tail bicycle parking. A minimum of five (5) percent of bicycle spaces shall be provided for larger bicycles.~~
 - ~~ii. Electrical bicycle charging. A minimum of five (5) percent of spaces shall have access to electrical outlets.~~
- ~~c. Short Term Requirement. Multi family buildings with more than twenty (20) units shall provide a minimum of one (1) space per twenty units.~~

~~2. Uniform Standards for All Bicycle Parking. Where long term and short term bicycle parking must be provided in lockers or racks, the following standards shall be met:~~

- ~~a. Bicycle parking area. The area devoted to bicycle parking must be hard surfaced.~~
- ~~b. Bicycle Racks. Racks must be designed so that the bicycle frame and one wheel can be locked to a rigid portion of the rack with a U shaped shackle lock when both wheels are left on the bicycle.~~
- ~~c. Bicycle Parking Space, Maneuvering Area, and Clearance Dimensions. Bicycle parking spaces, aisles and clearances must meet the minimum dimensions of the following:~~
 - ~~i. Standard Bicycle Parking Spaces Requirements. The standard required bicycle space is two (2) feet in width, six (6) feet in length and three (3) feet four (4) inches in height. There must be at least five (5) feet behind all bicycle parking spaces to allow room for bicycle maneuvering. Where short term bicycle parking is adjacent to a sidewalk, the maneuvering area may extend into the right-of-way; A wall clearance of two (2) feet six (6) inches must be provided. A minimum of one (1) foot five (5) inches shall be provided between spaces.~~
 - ~~ii. Vertical Bicycle Parking Spaces Requirements. Vertical bicycle parking secures the parked bicycle perpendicular to the ground is permitted as an alternative to standard spaces. The vertical required bicycle space shall be two (2) feet in width, six (6) feet in height and two (2) feet in depth. There must be at least 5 feet behind all bicycle parking spaces to allow room for bicycle maneuvering. A minimum of one (1) foot five (5) inches shall be provided between spaces.~~
 - ~~iii. Stacked Bicycle Parking Spaces Requirements. Stacked bicycle parking are racks that are stacked, one tier on top of another are permitted as an alternative to standard spaces. Bicycles shall be horizontal when in the final stored position. The rack must include a mechanically assisted lifting mechanism to mount the bicycle on the top tier. There must be at least 5 feet behind all bicycle parking spaces to allow room for bicycle maneuvering. A minimum of one (1) foot five (5) inches shall be provided between spaces.~~
 - ~~iv. Larger Cargo or Long Tail Bicycle Parking Spaces Requirements. These standard space dimensions shall be ten (10) feet in depth by three (3) feet in width by three (3) feet four (4) inches in height. At least 5' feet behind the pace shall be provided for maneuvering. A minimum of one (1) foot five (5) inches shall be provided between spaces.~~
- ~~d. Bicycle Lockers. Bicycle lockers that are fully enclosed and secured are permitted. The locker must be anchored to the ground, and an aisle a minimum width of five (5) feet in width behind all bicycle lockers to allow room for bicycle maneuvering shall be~~

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	<p>provided. The locker space shall have a minimum depth of 6 feet and an access door that is a minimum of 2 feet in width.</p> <p>i. One (1) bicycle locker with one hundred and twenty (120) volt ac power per four (4) units and one (1) bicycle rack parking per every four (4) dwelling units no more than one hundred (100) feet from furthest unit served</p> <p>3. Standards for Long-Term Bicycle Parking. Long-term bicycle parking must be provided in lockers or racks that meet the following standards:</p> <p>a. Security Standards. Long-term bicycle parking must be provided in one or more of the following:</p> <p>i. A restricted access, lockable room or enclosure, designated exclusively for bicycle parking.</p> <p>ii. A bicycle locker.</p> <p>iii. In a residential dwelling unit.</p> <p>b. In-unit Parking Standards. Long-term bicycle parking spaces may be provided in a dwelling unit if following conditions are met:</p> <p>i. The residential unit shall include a dedicated bicycle parking area that meets the standard bicycle parking spacing dimensions above.</p> <p>ii. For buildings with no elevators, long-term in-unit bicycle parking shall be permitted only for first floor units.</p> <p>iii. Balconies, terraces, or patios are prohibited for in-unit parking.</p> <p>iv. Signage Standard. If bicycle parking is not visible from the public realm, a sign must be permanently posted at the main building or site entrance indicating the location of the bicycle parking.</p> <p>4. Standards for Short-term Bicycle Parking. Short-term bicycle parking must meet the following standards:</p> <p>a. Location. Bicycle parking must be on site, outside the building, at the same grade as the sidewalk or at a location that can be reached by an accessible route.</p> <p>b. Main Entrance Proximity. The bicycle parking must be within 50 feet of the main entrance to the building as measured along the most direct pedestrian access route.</p>
Section 112.01.	<p>Sec. 112.01. Home occupations. (a) Purpose. The purpose of this section is to eliminate the detrimental effects of occupational activities in residential areas by setting forth reasonable and necessary limitations on such activities.</p> <p>(b) Uses Permitted. No home occupation shall be conducted which, in order to be successfully operated, would necessitate exceeding the limitations set forth in this section or any other provision of this part.</p> <p>(c) Limitations.</p> <p>(1) Any sales activity shall be conducted only by mail or telephone. <u>There shall be no direct sales of products or merchandise from the home, except for cottage food operations, or produce (fruit or vegetables) grown on the property.</u></p> <p>(2) <u>The individual responsible for the home occupation shall live in the dwelling.</u></p> <p>(3) The space occupied by home occupations shall be limited to one (1) room in a dwelling unit <u>or no more than twenty-five percent of the total square footage of the dwelling, whichever is less. Use of the garage for the home occupation may be permitted if such use does not obstruct required parking. The number of employees permitted by the home occupation shall be no more than one employee per 150 square feet of business space utilized by the home occupation, including the individual living in the dwelling.</u></p> <p>(4) There shall be no interior or exterior remodeling or change in appearance of a dwelling in order to accommodate a home occupation.</p>

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	<p>(5) There shall be no signs, <u>such as public advertising of the business address</u> or other structures except those permitted for a dwelling use in the zone.</p> <p>(6) Materials and equipment used in a home occupation shall be only of a type normally used in connection with household activities or hobbies.</p> <p>(7) Employment in a home occupation shall be limited to members of the resident family.</p> <p>(8) There shall be no transportation by commercial vehicle of materials or other items used in or produced by the home occupation, <u>except for those commercial vehicles intended for residential use.</u></p> <p>(9) No significant vehicular or pedestrian traffic shall be generated by the home occupation.</p> <p>(10) A home occupation shall not place any added burden or demand on utility services or community facilities.</p> <p>(11) A home occupation shall not present any external evidence of nonresidential activity such as by appearance, noise, traffic, vibrations, odors, or lighting.</p> <p>(12) No accessory building or space outside of the main building shall be used for the home occupation. No outdoor storage, including the storage or parking of vehicles associated with the use, shall be permitted.</p> <p>(13) Written authorization from the legal property owner approving use of the dwelling for the Home Occupation must be submitted with the application.</p> <p>(b)(d) If the above conditions are maintained, home occupations are permitted in any dwelling through a business license.</p> <p>Prohibited Home Occupation Uses include, beauty shops, massage parlors, private clubs, dance studios, repair or construction of motor vehicles and appliances, machine shops, and cabinet shops.</p> <p>(c) Limitations:-</p> <p>Any sales activity shall be conducted only by mail or telephone. There shall be no direct sales of products or merchandise from the home, except for produce (fruit or vegetables) grown on the property.</p> <p>The space occupied by home occupations shall be limited to one (1) room in a dwelling unit or no more than ten percent of the total square footage of the dwelling; whichever is less. Use of the garage for the home occupation may be permitted if such use does not obstruct required parking.</p> <p>There shall be no interior or exterior remodeling or change in appearance of a dwelling in order to accommodate a home occupation.</p> <p>There shall be no signs, such as public advertising of the business address or other structures except those permitted for a dwelling use in the zone.</p> <p>Materials and equipment used in a home occupation shall be only of a type normally used in connection with household activities or hobbies. The individual responsible for the home occupation shall live in the dwelling.</p> <p>Employment in a home occupation shall be limited to members of the resident family.</p> <p>There shall be no transportation by commercial vehicle of materials or other items used in or produced by the home occupation.</p> <p>No significant vehicular or pedestrian traffic shall be generated by the home occupation. However, incidental uses such as music lessons, tutoring, and the sale of produce may be permitted if the intensity of such use is approved by the Planning Director.</p> <p>A home occupation shall not place any added burden or demand on utility services or community facilities.</p> <p>A home occupation shall not present any external evidence of nonresidential activity such as by appearance, noise, traffic, vibrations, odors, or lighting.</p> <p>No accessory building or space outside of the main building shall be used for the home occupation. No outdoor storage, including the storage or parking of vehicles associated with the use, shall be permitted.</p> <p>Written authorization from the legal property owner approving use of the dwelling for the Home Occupation must be submitted with the application.</p> <p>If the above conditions are maintained, home occupations are permitted in any dwelling through a business license.</p> <p>Prohibited Home Occupation Uses include, beauty shops, massage parlors, private clubs, dance studios, repair or construction of motor vehicles and appliances, machine shops, and cabinet shops.</p>
Section 112.06.	<p>c. (b)(3) Minimum site design and development Standards. An emergency shelter is subject to all property development standards of the zoning district in which it is located except as modified by the following standards: (a) The maximum number of beds or persons to be served nightly by an emergency shelter shall be thirty-four (34). (b) Off-street parking shall include one (1) vehicle parking space per three (3) beds and one (1) space per employee on the largest shift. A covered and secure area for bicycle parking shall be provided for use by staff and clients, commensurate with demonstrated need, but no less than a minimum of eight (8) bike parking spaces.</p>

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	<p>Add text to Section 112:</p> <p>Sec. 112.06. Emergency Shelters and Supportive and Transitional Housing, <u>Elderly, Disabled, and Adult Care Facilities.</u></p> <p>(a) Definitions.</p> <p>Emergency shelter: means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay (as defined by California Health and Safety Code Section 50801(e)).</p> <p>Supportive housing: means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community (as defined by Government Code Section 65582) Supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.</p> <p>Target population: means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people (as defined by Government Code Section 65582).</p> <p>Transitional housing: means a building or buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculation of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six (6) months from the beginning of the assistance (as defined by Section 50675.2 of the Health and Safety Code). Transitional housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. Transitional housing does not include state licensed residential care facilities.</p> <p><u>Elderly housing: means housing intended for and only occupied by persons 62 years of age or older.</u></p> <p><u>Disabled housing: means a range of housing types that address the diverse needs and preferences of persons with disabilities.</u></p> <p><u>Adult Care Facilities: means facilities that provide housing and care for adults, who have physical or mental limitations that restrict their ability to live independently. They offer assistance with personal care, social and recreational activities, and training in self-help skills.</u></p>																																																																													
Section 112.07	<p><u>Section 112.07 Employee Housing</u></p> <p><u>A. Qualified employee housing providing accommodations for six or fewer employees, pursuant to Health and Safety Code Section 17021.5(b), shall be deemed a single-family dwelling and is allowed in residential zones. Qualified employee housing is subject to all Municipal Codes, regulations and other standards generally applicable to other residential dwellings of the same type in the same zone.</u></p>																																																																													
	<p><u>B. Qualified employee housing providing accommodations for seven or more employees and consisting of no more than 36 beds in group quarters or 12 units or spaces designed for use by a single family or household, pursuant to Health and Safety Code Section 17021.6(b), shall be deemed an agricultural land use and is allowed in such zones for agricultural use or an equivalent agricultural zone within a City approved Sectional Planning Area plan or Specific Plan. Qualified employee housing is subject to all Municipal Codes, regulations and other standards generally applicable to other agricultural activity in the same zone.</u></p>																																																																													
Section 98.00	<table><tr><th>Zone</th><th>Lot Area (SQ Feet)</th><th>Street Frontage (feet)</th><th>Easement Frontage (feet)</th><th>Lot Width (feet)</th><th>Lot Depth (feet)</th></tr><tr><td>R-1</td><td>7,500</td><td>40</td><td></td><td>60</td><td></td></tr><tr><td>R-2</td><td>3,000</td><td>50</td><td></td><td>100 <u>50</u></td><td></td></tr><tr><td>R-3</td><td>1,450</td><td>50</td><td></td><td>100 <u>50</u></td><td></td></tr><tr><td>CRR</td><td>1,000</td><td>50</td><td>Or 50</td><td>100</td><td></td></tr><tr><td>C-1</td><td>3,000</td><td>50</td><td></td><td>50</td><td>60</td></tr><tr><td>C-2</td><td>5,000</td><td>50</td><td></td><td>50</td><td>50</td></tr><tr><td>C-3</td><td>6,000</td><td>50</td><td></td><td>75</td><td>75</td></tr><tr><td>M-1</td><td>10,000</td><td>100</td><td></td><td>100</td><td>100</td></tr><tr><td>M-2</td><td>25,000</td><td>150</td><td></td><td>150</td><td>150</td></tr><tr><td>OS</td><td>----</td><td>----</td><td>----</td><td>----</td><td>----</td></tr><tr><td>P</td><td>----</td><td>----</td><td>----</td><td>----</td><td>----</td></tr></table>						Zone	Lot Area (SQ Feet)	Street Frontage (feet)	Easement Frontage (feet)	Lot Width (feet)	Lot Depth (feet)	R-1	7,500	40		60		R-2	3,000	50		100 <u>50</u>		R-3	1,450	50		100 <u>50</u>		CRR	1,000	50	Or 50	100		C-1	3,000	50		50	60	C-2	5,000	50		50	50	C-3	6,000	50		75	75	M-1	10,000	100		100	100	M-2	25,000	150		150	150	OS	----	----	----	----	----	P	----	----	----	----	----
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	<p>115.01 Nonconforming lots</p> <p>(a) <u>Determination Of Nonconforming Status: A nonconforming lot of record that does not comply with the current access, area, or dimensional requirements of this title for the zoning district in which it is located, shall be considered to be a legal building site if it meets one of the criteria specified by this section. The applicant shall be responsible for providing sufficient evidence to establish the applicability of one or more of the following to the satisfaction of the Development Services City Planner or their designee.</u></p> <p><u>1. Approved Subdivision: The lot was created through a subdivision approved by the City or the County, before incorporation.</u></p> <p><u>2. Individual Lot Legally Created By Deed: The lot is under one ownership and record, and was legally created by a recorded deed before the effective date of the zoning amendment that made the lot nonconforming or before the City adopted regulations requiring a Parcel Map for minor subdivisions.</u></p> <p><u>3. Variance Or Lot Line Adjustment: The lot was approved through the variance procedure or its current configuration resulted from a lot line adjustment.</u></p> <p><u>4. Partial Government Acquisition: The lot was created in conformity with the provisions of this title, but was made nonconforming when a portion of the lot was acquired by a governmental entity.</u></p> <p>(b) When a nonconforming lot can be used in conformity with all the regulations applicable to the intended use, except that the lot is smaller than the required minimums, then the lot may be used as proposed just as if it were conforming. However, no use (e.g., a two-family residence) that requires a greater lot size than the established minimum lot size for a particular zone is permissible on a nonconforming lot.</p> <p>(c) When the use proposed for a nonconforming lot is one that is conforming in all other respects, but the applicable setback requirements cannot reasonably be complied with, then the entity authorized by this part to issue a permit for the proposed use (the city planner, planning commission, or council) may allow deviations from the applicable setback requirements if it finds that:</p> <p>(1) The property cannot reasonably be developed for the use proposed without such deviations;</p> <p>(2) These deviations are necessitated by the size or shape of the nonconforming lot; and</p> <p>(3) The property can be developed as proposed without any significantly adverse impact on surrounding properties or the public health or safety.</p> <p>(d) For purposes of subsection (c) of this section, compliance with applicable building setback requirements is not reasonably possible if a building that serves the minimal needs of the use proposed for the nonconforming lot cannot practicably be constructed and located on the lot in conformity with such setback requirements. However, mere financial hardship does not constitute grounds for finding that compliance is not reasonably possible.</p> <p>(e) This section applies only to undeveloped nonconforming lots. A lot is undeveloped if it has no substantial structures upon it. A change in use of a developed nonconforming lot may be accomplished.</p> <p>(f) Subject to the following sentence, if, on the date this section becomes effective, an undeveloped nonconforming lot adjoins and has continuous frontage with one or more other undeveloped lots under the same ownership, then neither the owner of the nonconforming lot nor his successors in interest may take advantage of the provisions of this section.</p> <p>(g) This subsection shall not apply to a nonconforming lot if a majority of the developed lots located on either side of the street, where such lot is located and within five hundred (500) feet of such lot, are also nonconforming. The intent of this subsection is to require nonconforming lots under the circumstances specified herein, but not to require such combination when that would be out of character with the way the neighborhood has previously been developed.</p> <p>(h) Further Subdivision Prohibited: Where structures have been erected on a nonconforming lot, the area where the structures are located shall not be later subdivided, nor shall lot lines be altered through lot line adjustment, so as to reduce the building site area or frontage below the requirements of the applicable zoning district or other applicable provisions of this title, or in any way that makes the use of the lot more nonconforming.</p> <p><u>(i) Parking. The City shall not require additional parking stalls for residential uses proposed on nonconforming lots.</u></p>
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CUP application and future project resolutions.	<p>At present, all development standards appear to be objective. Standards that are not strictly objective are highlighted below:</p> <p>CUP findings (from application):</p> <ul style="list-style-type: none">Does the proposal conform to the intent and purpose of the General Plan, zoning regulations and policies for protecting the physical and human environment of the neighborhood and community;The design of the improvements must be in harmony with the neighborhood and community objectives;If the proposal is approved, conditions of approval may be imposed with respect to site design, building design, maintenance, improvements or operation of the use. <p>CUP findings (from project resolution):</p> <p>A. That the requested permit is within its jurisdiction according to the table of permissible uses.</p> <p>B. The Application is Complete</p> <p>C. The development is in general conformity with the Needles General Plan.</p> <p>D. The development is in harmony with the area in which it is located.</p> <p>E. The development will not materially endanger the public health or safety.</p> <p>The development will not substantially injure the value of adjoining or abutting properties.</p>
Sec 19-4. Sec 19-8	<p>ADD TO SECTION 19-4: DEPARTMENT REVIEW:</p> <p>(d) <u>The tentative map application shall be filed with the department. The application shall be determined by the department to be complete only when the form and contents of the tentative map conform to the requirements of this chapter and when all accompanying data and reports, as required by this chapter, and all fees and/or deposits as required, have been submitted and accepted by the department. The subdivider shall file with the department the number of tentative maps the community development City Planner may deem necessary. The department shall forward copies of the tentative map to the affected public agencies and utilities which may, in turn, forward to the department their findings and recommendations.</u></p> <p>(e) Prior to the consideration by the planning commission of a tentative map, and within ten days following its filing, the city manager shall make a report, in writing, to the planning commission as to any recommendations in connection with the tentative map and its bearing on particular functions.</p> <p>ADD TO SECTION 19-8: APPROVAL BY PLANNING COMMSISSION</p> <p><u>A. Notice Of Public Hearings: Upon receipt of a complete tentative map application, the department shall prepare a report with recommendations. The department shall set the matter for public hearing before the planning commission. A copy of the department report shall be forwarded to the subdivider at least three (3) days prior to the public hearing. At least ten (10) calendar days before the public hearing, a notice shall be given of the time, date and place of the hearing, including a general explanation of the matter to be considered and a general description of the area affected, and the street address, if any, of the property involved. The notice shall be published at least once in a newspaper of general circulation, published and circulated in the city.</u></p> <p><u>In addition to notice by publication, the department shall give notice of the hearing by mail or delivery to the subdivider, the owner of the subject real property, if different from the subdivider, and to all persons, including businesses, corporations, or other public or private entities, shown on the last equalized assessment roll as owning real property within three hundred feet (300') of the property which is the subject to the proposed application. The department shall also give notice of the hearing by mail or delivery to each agency expected to provide water, sewage, streets, roads, schools or other essential facilities or services to the subdivision, whose ability to provide those facilities and services may be significantly affected. A proposed conversion of residential real property to a condominium, community apartment or stock cooperative project shall be noticed in accordance with section 66451.3 of the subdivision map act.</u></p> <p><u>In the event that the proposed application has been submitted by a person other than the property owner shown on the last equalized assessment roll, the city shall also give notice by mail or delivery to the owner of the property as shown on the last equalized assessment roll. In addition, notice shall be given by mail or personal delivery to any person who has filed a written request with the city. The request may be submitted at any time during the calendar year and shall apply for the balance of the calendar year. The department may give such other notice that it deems necessary or advisable. Substantial compliance with these provisions for notice shall be sufficient, and a technical failure to comply shall not affect the validity of any action taken according to the procedures in this title.</u></p> <p><u>B. Action: The planning commission shall make its recommendation to the city council, or shall approve, conditionally approve or deny the tentative map if the planning commission is the approving body, and the department shall report the decision of the planning commission to the city council and the subdivider within fifty (50) days after the tentative map application has been determined to be complete. If the approving body is the city council, the city council shall approve, conditionally approve, or disapprove the tentative map within thirty (30) days after it receives the recommendation of the planning commission. In reaching a decision upon the tentative map, the approving body shall consider the effect of that decision on the housing needs of the region and balance these needs against the public service needs of its residents and available fiscal and environmental resources.</u></p> <p><u>C. Approval: The tentative map may be approved or conditionally approved by the approving body if it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan, any applicable specific plan, and all applicable provisions of this code. The approving body may require as a condition of its approval that the payment by the subdivider of all development fees required to be paid at the time of the application for, or issuance of, a building permit or other similar permit shall be made at the rate for such fees in effect at the time of such application or issuance.</u></p> <p><u>The approving body may modify or delete any of the conditions of approval recommended in the department's report. The approving body may add additional requirements as a condition of its approval.</u></p>

	<p><u>If no action is taken by the approving body within the time limits specified in this section, the tentative map, as filed, shall be deemed to be approved if it complies with all other applicable provisions of the subdivision map act, this title, this code, and the general plan.</u></p> <p><u>D. Denial: The tentative map may be denied by the planning commission on any of the grounds provided by the subdivision map act or this code. The planning commission shall deny approval of the tentative map if it makes any of the following findings:</u></p> <p><u>1. That the proposed map is inconsistent with the general plan or any applicable specific plan, or other applicable provisions of this code;</u></p> <p><u>2. That the site is not physically suitable for the type of development;</u></p> <p><u>3. That the site is not physically suitable for the proposed density of development;</u></p> <p><u>4. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the planning commission may approve such a tentative map if an environmental impact report was prepared with respect to the project and a finding was made pursuant to section 21081(c) of CEQA that specific economic, social or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report;</u></p> <p><u>6. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the planning commission may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the planning commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision; or</u></p> <p><u>7. Subject to section 66474.4 of the subdivision map act, that the land is subject to a contract entered into pursuant to the California land conservation act of 1965 (commencing with section 51200 of the Government Code) and that the resulting parcels following a subdivision of the land would be too small to sustain their agricultural use.</u></p>
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**Attachment A City
of Needles
List of Changes
Memorandum**

July 21, 2023
 Patrick Martinez
 City of Needles
 817 Third Street
 Needles, CA 92363

SUBJECT: Development Standards Update Amendment Tracker

Mr. Martinez,

Please see the following amendment tracker of development standard updates identified in the City's 6th Cycle Housing Element as well as specific items requested by the City for amendment. These updates have been taken from the Housing Element's policies and programs, as well as the governmental constraints section of the Housing Element. A sample land use matrix has also been included for the City's review that incorporates required changes based upon Housing Element programs and updates to State law.

As part of the development standards update, Michael Baker International has also created an amendment tracker that lists each proposed change, key information and considerations, the City's existing text, and proposed changes to the text.

It is our understanding that Michael Baker will incorporate these changes once an edited and formatted version of the City Code has been prepared and a "wish list" of key provisions the City would like to update has been provided.

1. Overarching Changes

In general, it is Michael Baker's understanding that the City would like to make specific updates its zoning code and development standards to promote development—both commercial and residential. The R-2 and R-3 zones especially should be updated to make more lots usable/functional (*Refer to Section 4: Governmental Constraints*). The City would also like to streamline as many of its processes as possible. Ultimately, most residential projects have been requested to be processed ministerially.

2. City's "Wish List" of Key Changes

Walls/Fences	Undergo a substantial revision of those sections of the code that deal with walls and fencing. Ensure that the zoning code matches the building code and include provisions about fence heights between different uses and fencing in the front yard areas.
Parking	Include more clarification within the zoning code regarding parking standards. Specifically, include more language on <i>where</i> cars are allowed to park on a property, as well as standards for how much of a property can be paved. (<i>Refer to Section 4: Governmental Constraints</i>)
Tract Maps	Create a standardized process for Tract Map entitlement and establish objective findings.

Solar	Revise solar requirements according to State law. The City, as a utility provider, wants to know what local jurisdictions are allowed to regulate when it comes to rooftop solar.
Cell Towers	Revise and include additional standards based on height, design and siting. Potentially include camouflage provisions. Much of the regulations are governed by the Federal government.
HOP	Remove the zoning permit requirement for home occupancy uses.
Metal Containers	Allow metal storage containers to be used as building materials for other types of structures (not just accessory buildings).
Pools	There are known issues with pools in the current code. Make pool provisions clearer.
Procedural Streamlining	Add a section of the code that deals with the procedure of how a development permit is reviewed by project type.

Land Use Matrix Changes

- Add provisions regarding EV Charging. Add another line within the land use matrix to differentiate between fuel stations and EV charging stations.
- Remove Agricultural Operations from the R-1 zone (found in Section 14.10).
- Make as many residential projects ministerial as possible.
- Remove horse keeping from the R-1 zone.

3. Housing Element Programs

A-4	Rezone the downtown area to allow for mixed uses and taller buildings. Permit mixed uses both horizontally and vertically.
A-5	Amend the zoning ordinance to establish minimum densities to ensure that parcels are developed close to their maximum densities (at 75%) to prevent substantial net loss of any residential units and encourage higher density/more affordable building typologies.
A-6	Conduct an inclusionary zoning feasibility study to identify appropriate inclusionary requirements that will not constrain housing production. Develop and amend the zoning ordinance to establish inclusionary housing requirements so that new developments reserve up to 15 percent of the total units for lower- and moderate-income households.
B-2	Amend the zoning ordinance to update density bonuses to meet current state requirements (AB 2345, SB 1763, SB 1227).
B-3	Pursuant to SB 330, review and amend the zoning ordinance and Design Review Board handbooks to ensure development standards, design guidelines, and findings are objective and promote certainty in the planning and approval processes.
B-4	Study and revise development standards in multifamily districts to facilitate the development of properties at their maximum densities. Specifically amend:

- Minimum parking standards
 - Height limits
 - Lot coverage (elderly and disabled housing)
 - ADA unit location requirements (elderly and disabled housing)
- B-5** Amend the zoning ordinance to revise the minimum required unit area for multifamily units. Ensure that provisions for efficiency units are consistent with AB 352 (2017).
- B-6** Amend the zoning ordinance to address multiple changes to state law regarding ADUs (including AB 587, AB 671, AB 68, and SB 13). Monitor state law on an annual basis and revise the zoning ordinance as appropriate.
- B-7** Create and make available to the public a set of preapproved plans for ADUs to facilitate production and ADUs available to lower-income households by reducing costs to applicants.
- B-13** Maintain a mixture of residential land use designations and development regulations that accommodate various building types and styles, including but not limited to small-lot, single-family homes; tiny homes; detached condominiums; townhomes; duplex/triplex/multiplex; courtyard apartments; bungalow courts; live/work units; mixed-use projects; moveable tiny homes; 3D printed homes; and new prefab housing types that meet state and local building code standards. Continue to explore innovative building types and housing options that can be implemented through the City's zoning ordinance by reviewing development designators (such as Permitted, Conditionally Permitted, etc.) and designations and amend as appropriate.
- E-2** Allow housing for the elderly, disabled, and developmentally disabled with reduced and flexible development standards. Amend the zoning ordinance to allow licensed adult care facilities by right. Review CUP standards for residential care facilities to ensure that the standards are objective and focused on protecting the health, safety, and welfare of the residents of these facilities.
- E-3** Review the City zoning code to determine whether updates are needed to comply with the state Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). The act calls for the zoning ordinance to treat employee housing (including farmworker housing) that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). The zoning ordinance must also treat employee housing consisting of no more than 12 units or 36 beds as an agricultural use and permitted in the same manner as other agricultural uses in the same zone (Section 17021.6) in zones where agricultural uses are permitted.
- E-4** Amend the zoning ordinance to modify the parking requirements for emergency shelters to ensure that they are only based on the number of staff. Amend the emergency shelters code to ensure that shelters are not subject to standards that do not apply to other uses in the same zone, including but not limited to a 500-foot residential buffer.
- E-5** Pursuant to SB 48, amend the zoning ordinance to establish provisions for low-barrier navigation centers. Allow centers that meet specific objective requirements by-right in areas zoned for mixed uses.

- E-6** Pursuant to AB 2162 and AB 2988, supportive housing meeting certain criteria must be permitted by-right where residential uses are permitted, including mixed-use and nonresidential zones. Review AB 2162 and amend zoning ordinance to ensure compliance.
- E-7** Update zoning code to expressly permit the development of residential care facilities (6 or fewer residents) in residential zones. Adopt objective standards for residential care homes with 7 or more individuals in residential zones consistent with occupancy standards. Initiate and complete a process in 2023 to amend the Zoning Ordinance to allow group homes for seven or more in all residential zones.

a. Governmental Constraints

NON-CONFORMING LOTS

In the central part of town, which was the original town of Needles, many lots are now of insufficient size to meet the requirements for the building of a residential structure. The City does permit those older homes to be remodeled or refurbished and will encourage new structures to replace the existing structures for residential use in a mixed-use zone, provided the City's parking standards can be met. Since the lots are mostly too small to allow desired parking and garages, until two lots are available side by side (for parcel merging), developers and homebuilders are generally not interested in new construction in this part of town.

PARKING

The City's parking requirements are based on unit type and size. As shown in Table 38, parking requirements are typically two spaces per single-family residential unit. Multifamily residential units have a reduced requirement based on the size of unit, but generally average two spaces per unit after accounting for guest parking. Reductions in the number of parking spaces are enacted for uses that serve tenants with low vehicle-ownership rates, rooming homes, residence clubs, and fraternity and sorority houses.

MIXED-USE DEVELOPMENT

The City allows mixed-use development via the CRR zone in several areas of Needles. As identified in the City of Needles zoning code, the intent of the CRR zone is to provide for a variety of uses along the Colorado River, including apartments, hotels, motels, restaurants, boat clubs, marinas, specialty and gift shops, convenience services, and goods and supplies for boat owners, water skiers, scuba divers, and the visiting public using marina and aquatic recreational facilities. Depending on the nature of the developments, this zone can support a full range of residential and commercial densities as appropriate per the zoning code. This zone allows sufficient diversity of land use types while avoiding the dangers of overcrowding and a haphazard mixing of land uses and providing new employment and housing opportunities for residents. Program A-4 is included to rezone the downtown for mixed-use development.

ACCESSORY DWELLING UNITS

Accessory dwelling units are permitted in all residential zones. An accessory dwelling unit must meet specified development standards consistent with Government Code Section 65852.2. They may be either attached to the primary dwelling or separate from the primary dwelling. A manufactured or modular unit placed on a permanent foundation may also be used as an accessory unit. Accessory dwelling units may be rented

separately unless the primary dwelling is rented, and the sale of an accessory dwelling unit separate from the primary unit is prohibited. The City processed a zoning code amendment to comply with recent changes to Government Code Section 65852.2 in July 2019. The City will amend its zoning ordinance to ensure compliance with state law regarding ADUs and continue to monitor state law and revise the zoning ordinance as necessary; see Program B-7.

HOUSING FOR FARMWORKERS

California law (Government Code Section 65583[c][1][C]) requires the adequate provision of sites to accommodate the housing needs of farmworkers. Housing elements should ensure that local zoning, development standards, and permitting processes comply with Health and Safety Code Sections 17021.5 and 17021.6. Section 17021.5 generally requires employee housing for six or fewer persons to be treated as a single-family structure and residential use. A jurisdiction cannot require any conditional use permit, zoning variance, or other zoning clearance for this type of employee housing that is not required of a family dwelling of the same type in the same zone. Section 17021.6 generally requires employee housing consisting of not more than 36 beds in group quarters or 12 units or less designed for use by a single family or household to be treated as an agricultural use. A jurisdiction cannot require a conditional use permit, zoning variance, or other zoning clearance for this type of employee housing that is not required of any other agricultural activity in the same zone. The City has provided a program that addresses the requirements of the Employee Housing Act (see Program E-3).

EMERGENCY SHELTERS

California Health and Safety Code Section 50801 defines an emergency shelter as “housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or households may be denied emergency shelter because of an inability to pay.”

Legislation (SB 2 [Cedillo, 2007]) requires jurisdictions to allow emergency shelters without a conditional use permit in at least one zone or sufficiently sized site in the city to meet the city’s homeless need. The City of Needles updated its zoning ordinance in July 2019 to allow emergency shelters in the M-1 and M-2 zones. There are 1,552 acres of vacant land available in the two zones. These zones are centrally located with proximity to goods and services. The typical uses in the zones include commercial and industrial uses with no heavy industrial. Program E-4 is included to ensure compliance with Assembly Bill (AB) 139 to set parking requirements on the number of staff rather than the service capacity.

SUPPORTIVE AND TRANSITIONAL HOUSING

Supportive housing is defined by Health and Safety Code Section 50675.14 as housing with linked on-site or off-site services with no limit on the length of stay and that is occupied by a target population as defined in Health and Safety Code Section 53260 (i.e., low-income persons with mental disabilities, AIDS, substance abuse or chronic health conditions, or persons whose disabilities originated before the age of 18). Services linked to supportive housing usually focus on retaining housing, living and working in the community, and/or health improvement.

Transitional housing is defined in Health and Safety Code Section 50675.2 as rental housing for stays of at least six months but where the units are recirculated to another program recipient after a set period. It may be designated for a homeless individual or family transitioning to permanent housing. This housing can take many

structural forms, such as group housing and multifamily units, and may include supportive services to allow individuals to gain necessary life skills in support of independent living.

Pursuant to SB 2, transitional and supportive housing types are required to be treated as residential uses and subject only to those restrictions that apply to other residential uses of the same type in the same zone. In addition, pursuant to AB 2162, supportive housing is a use by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. To ensure consistency with state law, the City amended its zoning ordinance in July 2019 to allow transitional and supportive housing consistent with SB 2. Program E-6 has been included to address the new AB 2162 requirements.

RESIDENTIAL CARE FACILITIES

Residential care facilities are small private facilities, usually with 20 or fewer residents, with rooms being private or shared. Residents receive personal care and meals and have staff available around the clock. Nursing and medical care usually are not provided on-site. Residential care facilities with 6 or fewer residents are conditionally permitted in the R-1, R-2, CRR, and C-1 zones, and specially permitted in the R-3 zone. Residential care facilities with 7 or more residents are not permitted in any zone. This may represent a constraint on the development of residential care facilities.

Attachment B
Land Use Matrix of Changes

EXISTING TABLE

	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>CR</u>	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>M1</u>	<u>M2</u>	<u>P</u>
1.00 RESIDENTIAL										
1.20.1 Single Family, 1 du / lot	Z	Z	Z	Z						
1.20.2 Single Family, 2 du / lot	Z	Z	Z	Z						
1.30.1 Accessory Dwelling Units	Z	Z	Z	Z		Z				
1.30.2 Junior Accessory Dwelling Units	Z	Z	Z	Z		Z				
1.30.3 Manufactured & Tiny Homes	Z	Z	Z	Z		Z				
1.40 Primary with accessory apartment	S	Z	Z	Z						
1.50 Duplex		Z	Z	Z		Z				
1.60 Multifamily apartments			Z	C		Z				
1.62 Multi-Family Apt-Conversion				C		C				
1.70 Multifamily townhomes			Z	C		Z				
1.75 Multifamily condos			Z	C		Z				
1.80 Mobilehome parks		C	C	S						
1.85 R.V. parks		C	C	S			C			
1.90 Planned residential development		C	C	C		C				
1.95 Mixed-use residential***						C				
2.00 RESIDENTIAL/COMMERCIAL										
2.10 Homes for handicapped	C	C	S	C	C	C				
2.20 Nursing care	C	C	S	C	C	C				
2.30 Adult/child care (residence)	C	S	S	S	C	S				
2.40 Halfway home			C	C	C					
2.50 Boarding house	C	C	C	C	C	C				
2.55 Bed and breakfast	C	S	S	Z	S	S	S			
2.60 Hotels, motels				C	S	Z	Z	C		
2.65 Supportive Housing	Z	Z	Z	Z						
2.70 Transitional Housing	Z	Z	Z	Z						
2.75 Emergency Shelters								Z	Z	

PROPOSED TABLE

	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>CR</u>	<u>C1</u>	<u>C2</u>	<u>DT</u>	<u>C3</u>	<u>M1</u>	<u>M2</u>	<u>P</u>
1.00 RESIDENTIAL											
1.10 Single-Family (Up to 2 du / lot)	Z	Z	Z	Z							
1.15 Single-Family Small Lot / Tiny Homes		Z	Z	Z							
1.20 Accessory and Junior Accessory Dwelling Units	Z	Z	Z	Z		Z					
1.30 Duplex, Triplex, Quadplex		Z	Z	Z		Z	Z				
1.40 Multifamily Townhomes/Condos			Z	Z		Z	S				
1.45 Multifamily Apartments			Z	Z		Z	S				
1.50 Mobile Home Parks		S	S	S							
1.60 Planned Residential-Unit Development		C	C	C			C				
1.70 Mixed Use				Z		Z	S				
1.80 Manufactured /3D Printed / Prefab Homes	Z	Z	Z	Z							
1.90 Single-Room Occupancy Units	Z	Z	Z	Z		Z					
2.00 RESIDENTIAL/COMMERCIAL											
2.10 Emergency Shelters					Z	Z			Z	Z	
2.20 Transitional Housing	Z	Z	Z	Z	Z	Z			Z	Z	
2.25 Supportive Housing	Z	Z	Z	Z	Z	Z			Z	Z	
2.30 Low Barrier Navigation Centers		Z	Z	Z	Z	Z			Z	Z	
2.40 Residential Care Facilities (6 or fewer residents)	Z	Z	Z	Z	Z	Z					
2.45 Residential Care Facilities (7 or more residents)	C	C	S	C	C	C					
2.60 Adult/Child Care	C	S	S	S	S	S					
2.80 Bed and breakfast	C	S	S	Z	S	S	S	S			
2.85 Hotels, motels				C	S	Z	Z	Z	C		
2.100 Live/Work Units						Z	S	Z			
2.110 R.V. Parks		C	C	S				C			
2.120 Employee Housing	Z			Z					Z	Z	

MISCELLANEOUS CHANGES

	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>CR</u>	<u>C1</u>	<u>C2</u>	<u>DT</u>	<u>C3</u>	<u>M1</u>	<u>M2</u>	<u>P</u>
9.60 EV Charging				Z	Z	Z	Z	Z	Z	Z	Z
12.30 Private homeowners keeping horses; one-half- acre minimum lot size	Z	Z		S							S

Attachment C
City of Needles Planning
Commission Comments

Needles Planning Commission and City Council Notes

Development Code Update

Planning Commission comments and concerns:

Emergency Shelters

- Not a use that is permitted in residential areas. Parking standards based on beds was seen as a constraint so parking requirements are now based on employees, per State law.

Low Barrier Navigation Centers

- Commissioners asked what a Low Barrier Navigation Centers (LNBC) was, and asked if these were required by the State, and if they were required to be permitted in the C1 and C2 zones.
- A LBNC is defined as a Housing First, low barrier, temporary, service-enriched shelter focused on helping homeless individuals and families to quickly obtain permanent housing. It's basically an emergency shelter that has more services and are often run by non-governmental organization's or religious institutions.
- Needles is not required to allow them in the R-1 zone.
- State wants them to be permitted evenly to emergency shelters. They cannot only be permitted in M1 and M2 since these zones occupy small portions of the developed city, where the establishment of a LNBD would not be feasible.

Supportive Housing

- We can only remove by right approval from R-1 zone since R-2 is considered multi-family zone and this use type is required to be permitted by-right in multi-family zones according to government code [Govt Code § 65651 \(2022\)](#).
- Additionally, HSC sec 1566.3 reads:
 - i. No conditional use permit, zoning variance, or other zoning clearance shall be required of a residential facility that serves six or fewer persons that is not required of a family dwelling of the same type in the same zone.
 - ii. For the purposes of this section, "family dwelling," includes, but is not limited to, single-family dwellings, units in multifamily dwellings, including units in duplexes and units in apartment dwellings, mobile homes, including mobile homes located in mobile home parks, units in cooperatives, units in condominiums, units in townhouses, and units in planned unit developments.

Density Bonuses

- The Commissioners asked if a density bonus could allow a building taller than 45 feet to be built within the City. However, because the Fire Department does not have an engine that can service a building over 45 feet in height, such a concession would not be supported because it poses a health and safety risk.

Parking Standards

- The proposal behind the removal of residential parking standards from within .5 miles of public transit is inspired by ADU Standards. Such a reduction in parking standards would not

apply to ADA or EV parking space requirements, but could help to promote residential development in the City.

- Commissioners expressed discomfort at removing minimum parking standards for all residential projects within a half mile of public transit.
- Commissioners asked if hotel uses would be considered to be a residential project—they would not.
- Commissioners expressed support in utilizing the curb front of residential projects as counting toward the required parking for a residence.

Home Occupancy permits

- Commissioners asked to revise the direct sales language to include more than fruits and vegetables grown at the residence. Include provisions relating to Cottage Food Operations and micro-kitchens that are allowable state-wide.
- Review the percentage of the dwelling unit that could be utilized as part of a home occupation, so the requirements are consistent with IRS deductions.
- Remove Planning Director approval for tutoring.
- Commissioners expressed the desire to have employees at the residence.
- Commissioners want the ability for commercial vehicles at residence.

Metal buildings

- Commissioners want metal buildings to be approved via a Special Use Permit
- Commissioners expressed desire to eliminate metal storage containers as a building material for residential uses.

Driveway surfaces

- It was suggested to allow pervious surfaces, or any surfaces currently permitted in the code, as driveway material. In addition, eliminate the requirement for paving, rather list it as one of the optional materials.

City Council comments and concerns:

Metal buildings

- Council wants to know what Planning Commission comments were. Questions around aesthetics for shipping containers but metal as a material is generally ok. Commission wanted authority to review.
 - Council member does not want storage containers on properties. Compares it to allowing Cannabis.

Home Occupancy permits

- Planning commission wants commercial vehicles.
- Council agrees there needs to be flexibility.

Horse Keeping

- Council wants to know why horses are being removed from R-1.
- The answer is that the Gates community currently has horse keeping but this update will rectify the nonconforming issue. Code update makes issue more consistent.

Studio and Efficiency Units

- Council members asked if this was a large enough size, as 220 square feet does not seem like enough when factoring in a bathroom and kitchenette.
- Other councilmembers said this was a market decision to be made by a developer and investors.
 - Council member is not in agreeance with this standard.
 - Two council member agrees with the size minimums. References Imperial Hotel

Parking Standards

- Council members agree with parking limitations to encourage public transit.
- Bicycle parking – there is no need for parking requirements.
- Consensus is to let people regulate driveways how they want.

Pools

Private pools must feature at least a 5 foot setback for safety concerns.

Attachment D
City of Needles 6th Cycle
Housing Element Programs

HOUSING PROGRAMS AND QUANTIFIED OBJECTIVES

A. Housing Production

Number	Title	Action	Responsible Party	Funding Source	Timeline
A-1	Incentives for Production	Offer incentives aimed at production of new housing in the City of Needles. Such incentives include: <ul style="list-style-type: none"> Assist developers with the costs associated with infrastructure improvements, fees, and costs that encourage housing development 	DSD	Economic Development Fund	Incentives offered on an ongoing basis as funds are available. Evaluate incentive performance annually.
A-2	No Net Loss Monitoring	To ensure that the City monitors its compliance with SB 166 (No Net Loss), the City will develop a procedure to, and will, track: <ul style="list-style-type: none"> Unit count and income/affordability assumed on parcels included in the sites inventory. Actual units constructed and income/affordability when parcels are developed. Net change in capacity and summary of remaining capacity in meeting remaining RHNA. 	DSD	General Fund	Within two years of Housing Element adoption
A-3	Surplus Lands/ Affordable Housing on City-Owned/Successor Agency Sites	Assess City-owned properties for their potential redevelopment or development for residential uses that include housing for extremely low-income households and those with special needs such as seniors and persons with disabilities. Implement the Surplus Lands Act to annually review city-owned parcels and provide affordable housing developers the first right of refusal for designated surplus lands.	DSD	General Fund	Annual review in conjunction with the review of Surplus Lands.
A-4	Downtown Mixed-Use Development	Rezone the downtown area to allow for mixed uses and taller buildings. Permit mixed uses both horizontally and vertically.	DSD	General Fund	Within four years of Housing Element Adoption
A-5	Minimum Density	Amend the Zoning Ordinance to establish minimum densities to ensure that parcels are developed close to their maximum densities (at 75%) to prevent substantial net loss of any residential units and encourage higher density/more affordable building typologies.	DSD	General Fund	Within two years of Housing Element adoption
A-6	Inclusionary Housing Ordinance	Conduct an inclusionary zoning feasibility study to identify appropriate inclusionary requirements that will not constrain housing production. Develop and amend the Zoning Ordinance to establish inclusionary housing requirements so that new developments reserve up to 15 percent of the total units for lower- and moderate-income households.	DSD	General Fund	Within three years of Housing Element adoption

Number	Title	Action	Responsible Party	Funding Source	Timeline
A-7	ADU Tracking and Monitoring	Continuously track the City's progress for ADUs. Track and analyze the affordability of ADUs built in the City. Within the Housing Element period, assess whether additional strategies are necessary to increase ADU production.	DSD	General Fund	Maintain tracker as ADU permits are submitted. Review strategies annually as part the Annual Progress Report process

B. Constraint Removal

Number	Title	Action	Responsible Party	Funding Source	Timeline
B-1	Permit Streamlining	Establish and implement expedited permit processing for affordable housing projects, including projects that qualify for density bonuses (in compliance with SB 35 and SB 330). Advertise the expedited permit process on the City's website and circulate a notice with the Building Industry Association and Chamber of Commerce.	DSD	General Fund	Within two years of Housing Element adoption
B-2	Density Bonus Updates	Amend the Zoning Ordinance to update density bonuses to meet current state requirements (AB 2345, SB 1763, SB 1227).	DSD	General Fund	Within one year of Housing Element adoption
B-3	Objective Standards	Pursuant to SB 330, review and amend the Zoning Ordinance and DRB handbooks for to ensure development standards, design guidelines, and findings are objective, promote certainty in the planning and approval process.	DSD	General Fund	Within one year of Housing Element adoption
B-4	Development Standards Review and Revision	Study and revise development standards in multi-family districts to facilitate the development of properties at their maximum densities. Specifically amend: Minimum Parking Standards Height Limits Lot Coverage (Elderly and Disabled Housing) ADA Unit Location Requirements (Elderly and Disabled Housing)	DSD	General Fund	Within three years of Housing Element Adoption
B-5	Efficiency Units and Minimum Unit Sizes	Amend the Zoning Ordinance to revise the minimum required unit area for multi-family units. Ensure that provisions for efficiency units are consistent with AB 352 (2017).	DSD	General Fund	Within three years of Housing Element Adoption
B-7	ADU Ordinance Update to Meet State Law	Amend the Zoning Ordinance to address multiple changes to state law regarding ADUs (including AB 587, AB 671, AB 68, and SB 13). Monitor state law on an annual basis and revise the Zoning Ordinance as appropriate.	DSD	General Fund	Within one year of Housing Element adoption, and annually thereafter
B-8	Preapproved ADU Plans	Create and make available to the public a set of Preapproved Plans for ADUs to facilitate production and ADUs available to lower-income households by reducing costs to applicants.	DSD	General Fund LEAP Grant	Within three years of Housing Element adoption

Number	Title	Action	Responsible Party	Funding Source	Timeline
B-9	Utility Availability	Continue to expand the reach of water and wastewater services to North Needles	PWD	General Fund, Grant funding	June 30, 2023
B-10	Public Fees, Standards, and Plans Online	Pursuant to AB 1483, the City will compile all development standards, plans, fees, and nexus studies in an easily accessible online location. The City will update its zoning and general plan maps to provide a high quality, parcel-specific reference.	DSD	General Fund	Within three months of Housing Element adoption
B-11	By-Right Projects	Encourage the construction of developments on sites that allow housing without discretionary review to meet the City's RHNA for the different income categories. For vacant sites used in two previous housing element cycles, the City will allow ministerial review for a project that provides 20% lower-income units.	DSD	General Fund	Upon adoption of the Housing Element
B-12	Roadway Widening and Dedication Relief	Identify which substandard streets and alleys contain fire hydrants, utility poles, catch basins and similar impediments, the relocation of which would otherwise cause a development to be economically infeasible, and prepare a code amendment providing relief from dedication requirements under those situations.	DSD	General Fund	Within three years of Housing Element adoption

C. Housing Preservation and Improvement

Number	Title	Action	Responsible Party	Funding Source	Timeline
C-1	Energy and Resource Conservation Program	<p>The City shall work to establish the Owner-of-Home Alternative Energy and Resource Conservation Program. The Program shall:</p> <ul style="list-style-type: none"> Encourage and provide homeowners with an incentive reimbursement for the installation of photovoltaic (PV) solar paneling, solar water heating systems and appliances certified under the Leadership in Energy and Environmental Design (LEED). Provide pamphlet literature of this program and shall be made available for new arrival and existing residents at the City Hall, the City's website, the City of Needles Library and at Community-Held Events. Establish educational training program workshops directed towards teaching homeowners how to install and of the cost-efficient advantages of installing PV solar paneling and heating systems and LEED appliances. 	DSD, PWD	General Fund	Upon adoption of the Housing Element
C-2	California Building Code	<ul style="list-style-type: none"> Adopt the most recent version of the California Building Code 	DSD / Building Department	General Fund	June 30, 2022
C-3	Preservation of At-Risk Housing	<ul style="list-style-type: none"> Implement strategies to reduce the potential conversion to market rate of the 234 assisted affordable housing units in Needles during the current planning period. None of the assisted units are considered at risk. However, 	DSD, Housing Authority	General Fund	Revision of zoning code by June 2022 to require notification by

Number	Title	Action	Responsible Party	Funding Source	Timeline
		<p>the City will implement the following strategies to comply with state law (Assembly Bill 1521):</p> <ul style="list-style-type: none"> • Monitoring project status annually. • Notify property owners annually about compliance with the extended noticing requirement (three year, one-year, and 6 month Notice of Intent) under state law. • Include preservation as an eligible use in Notices of Funding Availability. • If below-market rate units appear to be at risk of conversion, work with qualified operators, HCD, and the property owners to preserve the housing for lower-income households. • Per state law, owners of deed-restricted affordable projects are required to provide notice of restrictions that are expiring after January 1, 2021, to all prospective tenants, existing tenants, and the City within three years, one year, and six months (three separate times) of the scheduled expiration of rental restrictions. Owners shall also refer tenants of at-risk units to educational resources regarding tenant rights and conversion procedures and information regarding Housing Choice Voucher rent subsidies and any other affordable housing opportunities in the City. • If a development is offered for sale, HCD must certify persons or entities that are eligible to purchase the development and to receive notice of the pending sale. Placement on the eligibility list will be based on experience with affordable housing. 			owners consistent with state law; ongoing communication with owners, service providers, and eligible potential purchasers.
C-4	CDBG Allocations	<ul style="list-style-type: none"> • When allocating CDGB funding, consider use of the funds for at-risk units, if and when it becomes necessary. 	DSD	CDBG	Ongoing, annual CDBG allocation
C-5	Displacement Prevention Ordinance	<ul style="list-style-type: none"> • Pursuant to SB 330, ensure that when existing housing is demolished, at least an equivalent number of units at the same affordability are created as replacements. 	DSD	General Fund	Ongoing, as needed
C-6	Enhanced Code Enforcement	<ul style="list-style-type: none"> • The City's Code Enforcement officials will continue to investigate potential code violations, and work with property owners to resolve violations or unsafe conditions. As a part of the enhanced code enforcement program, community representatives will notify them of tenants' rights, and provide assistance in resolving the code violation. 	Code Enforcement	General Fund	Ongoing
C-7	Neighborhood Preservation Program	<ul style="list-style-type: none"> • Focus CDBG funding on deteriorating or dilapidated areas throughout the City to preserve and improve the City's environmental quality. 	DSD	CDBG	Annually
C-8	Preservation and Rehabilitation of Housing Stock	<ul style="list-style-type: none"> • Coordinate with the Housing Authority to develop guidelines for the funding of low interest loans and grant assistance, and to act as a conduit for housing funds to leverage in the creation of new affordable housing. 	DSD, Housing Authority	State and Federal Grants (CDBG), San	Establish the program and initiate outreach by December 2022.

Number	Title	Action	Responsible Party	Funding Source	Timeline
	Comprehensive Program	<ul style="list-style-type: none"> Continue to maintain the Low and Moderate Income Housing Asset Fund (LMIHAF) for the preservation of existing affordable housing through established rehabilitation and landscaping protocol through the adopted Neighborhood Beautification Program. As a component of the Neighborhood Beautification Program, the City will promote the expanded participation of local landlords in rental housing rehabilitation programs. The City will disseminate the City's rehabilitation grant program brochures on the City website, at community meetings, at school sites, at City-sponsored Board meetings, Planning Commission meetings, developer meetings, at off-site meetings promoting economic development within the City, and in the City Hall lobby area. 		Bernardino County, General Fund (LMIHAF),	Enroll 8 landlords in the Housing Rehabilitation Program. Rehabilitate at least 5 homes in the planning period.

D. Housing Assistance

Number	Title	Action	Responsible Party	Funding Source	Timeline
D-1	Housing Choice Vouchers	<ul style="list-style-type: none"> Continue to assist eligible, low-income households in receiving Housing Choice Voucher assistance. Market housing vouchers and inform landlords that discrimination based on source of income (including vouchers) is prohibited. 	DSD	LIHTC CalCHA bonds CHFA HOME	Continuous and ongoing
D-2	Affordable Housing and Services Funds. Funding strategies for affordable housing and supportive services includes	<ul style="list-style-type: none"> Issue Notice of Funding Availability (NOFA) in an equitable manner for affordable housing development, acquisition, rehabilitation, and/or supportive services. <p>Pursue funding sources for affordable housing through LIHTC, CalCHA bonds, CHFA, HOME Investment Partnership Program, etc. for affordable housing.</p>	DSD	LIHTC CalCHA bonds CHFA HOME	Continuous and ongoing
D-3	Landlord - Tenant Mediation	<ul style="list-style-type: none"> Continue to contract with a fair housing specialist to provide fair housing and landlord/tenant mediation services. Distribute information about these services to tenants through a variety of media and online outlets, namely the City website and paper materials at the Civic Center. 	DSD	Fair Housing Specialist General Fund	Continuous and ongoing

E. Special Housing Needs

Number	Title	Action	Responsible Party	Funding Source	Timeline
E-1	Fair Housing Education and Counseling	<ul style="list-style-type: none"> Provide education and literature on fair housing, resolving disputes; providing Health, Safety and Building referrals; distributing landlord/tenant guidebooks printed by the Department of Consumer Affairs; provide Housing Choice Voucher Assistance referrals; providing counseling and resolution of housing discrimination complaints. 	DSD, Fair Housing service provider	General Fund, CDBG	Continuous and ongoing
E-2	Housing for the Elderly and Persons of Disabilities Program	<ul style="list-style-type: none"> Allow housing for the elderly, disabled, and developmentally disabled with reduced and flexible development standards. Amend the Zoning Ordinance to allow licensed adult care facilities by right. Review CUP standards for residential care facilities to ensure that the standards are objective and focused on protecting the health, safety, and welfare of the residents of these facilities. 	DSD	General Fund	Within one year of Housing Element adoption
E-3	Farmworker Housing	<ul style="list-style-type: none"> The City shall review its zoning code to determine whether updates to zoning are needed to comply with the state Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). The Act calls for the zoning ordinance to treat employee housing (including farmworker housing) that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). The zoning ordinance must also treat employee housing consisting of no more than 12 units or 36 beds as an agricultural use and permitted in the same manner as other agricultural uses in the same zone (Section 17021.6) in zones where agricultural uses are permitted. 	DSD	General Fund	Within two years of Housing Element Adoption
E-4	Emergency Shelters	<ul style="list-style-type: none"> Amend the Zoning Ordinance to modify the parking requirements for emergency shelters to ensure that they are only based on the number of staff. Amend the emergency shelters code to ensure that shelters are not subject to standards that do not apply to other uses in the same zone, including but not limited to a 500 foot residential buffer. 	DSD	General Fund	Within one year of Housing Element adoption
E-5	Low Barrier Navigation Centers	<ul style="list-style-type: none"> Pursuant to SB 48, amend the Zoning Ordinance to establish provisions for low-barrier navigation centers (LBNCs). Allow LBNCs that meet specific objective requirements by-right in areas zoned for mixed-uses. 	DSD	General Fund	Within one year of Housing Element adoption
E-6	Transitional and Supportive Housing	<ul style="list-style-type: none"> Pursuant to AB 2162 and AB 2988, supportive housing meeting certain criteria must be permitted by-right where residential uses are permitted, including mixed-use and nonresidential zones. Review AB 2162 and amend Zoning Ordinance to ensure compliance. 	DSD	General Fund	Within one year of Housing Element adoption

Number	Title	Action	Responsible Party	Funding Source	Timeline
E-7	Residential Care	<ul style="list-style-type: none"> Update its code to expressly permit the development of residential care facilities (6 or fewer residents) in residential zones. Adopt objective standards for residential care homes with 7 or more individuals in residential zones. 	DSD	General Fund	Within one year of Housing Element Adoption
E-8	Priority Water and Sewer Service for Affordable Housing Developments	<ul style="list-style-type: none"> Pursuant to Government Code 65589.7, work with public service providers to ensure prioritization of services to housing developments serving lower-income households. 	DSD, PWD, Utilities	General Plan	Within one year of Housing Element adoption

F. Affirmatively Furthering Fair Housing

Number	Title	Action	Responsible Party	Funding Source	Timeline
F-1	Place-Based Community Improvements - Park Renovations	<ul style="list-style-type: none"> Develop programs and strategies to create place-based investments in areas of concentrated segregation and poverty, including investments in infrastructure, services, etc. that contribute to community revitalization. Focus investments and programs in south Needles to facilitate revitalization and healthy living conditions. 	DSD PWD	CDBG General Fund CalOES Grants	Within six years of Housing Element adoption.
F-3	Analysis of Impediments Programs	<ul style="list-style-type: none"> Implement programs identified in the 2020-2024 County Analysis of Impediments. Improve housing mobility by providing homeowner assistance, incentives for affordable housing development, coordinating with local lenders to expand mortgage access. Provide fair housing services to tenants, and continually investigate potential violations of fair housing law. 	DSD Fair Housing Specialist	CDBG General Fund	Continuous and on-going
F-4	Environmental Justice and Expanded Access to Opportunity	<ul style="list-style-type: none"> Adopt and implement a new Environmental Justice Element in the General Plan. Through the Environmental Justice Element, address areas with disproportionate pollution and health impacts and facilitate healthy living conditions for Needles residents. In particular, use the Environmental Justice Element to create targeted investments and improve health in south Needles. 	DSD	General Fund Leap Funds	Within two years of Housing Element adoption.
F-5	Fair Housing Outreach and Enforcement	<ul style="list-style-type: none"> Provide fair housing enforcement, landlord-tenant mediation, and fair housing information to residents and property owners. Advertise the City's fair housing specialist as a resource to resolve disputes and reports of discrimination. Increase outreach in east Needles, an area identified as having disproportionate housing needs. 	DSD Fair Housing Specialist	General Fund	Continuous and on-going
F-6	Transit Improvements Program	<ul style="list-style-type: none"> Provide housing projections and other information so that Needles Area Transit (NAT) continues to provide needed transportation services to Needles. 	DSD PWD	General Fund	Continuous and on-going

G. Public Education

Number	Title	Action	Responsible Party	Funding Source	Timeline
G-1	Housing Information	<ul style="list-style-type: none"> Continue to improve and expand the use of the various media to inform and promote the use of Needles's housing programs to its residents and developers by creating a dedicated webpage on the City's website. 	DSD	General Fund	Establish webpage within one year of Housing Element adoption; On-going and continuous publishing of information in the digital magazine
G-2	ADU Education	<ul style="list-style-type: none"> Develop and implement a comprehensive marketing program to advertise the ability of homeowners to create ADUs. 	DSD	General Fund	Develop marketing plan within one year of Housing Element adoption; implement marketing program within two years of Housing Element adoption
G-3	Source of Income Protection	<ul style="list-style-type: none"> Coordinate with the Housing Authority to conduct outreach to inform landlords and tenants of recent changes to state law that prevent source of income discrimination. Ensure that it is known that HCVs are allowed to establish a renter's financial eligibility. 	DSD Housing Authority	General Fund	Continuous and on-going
G-4	Energy Cost Savings	<ul style="list-style-type: none"> Develop a program to assist residents in identifying areas in their home, or practices, that waste energy. 	Utility Department	General Fund	Develop program by December 2023
G-5	Incentives to Build Housing	<ul style="list-style-type: none"> Disseminate brochures outlining information about available incentives and distribute them to contractors, developers, real estate and contractors boards, and public and private agencies. The City has regular participation at community meetings, as well as meetings with developers, construction vendors, and visitors, and distributes information via flyers, pamphlets, and bound books on programs that have been implemented or are in the process of being developed, properties that have completed the code abatement process and are available for receivership, rehabilitation, etc. City staff also participates in off-site meetings related to economic development activity in the City and provides written information to anyone attending these events. The information is also made available on the City's website, as well as in the lobby of City Hall. 	DSD	General Fund	The City will initiate at least two of the meetings described in the program per year and will update brochures at least twice during the planning period.



City of Needles, California Staff Report

Item 5.

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: City Council Resolution No. 2023-56
A Resolution of the City Council of the City of Needles,
Approving Tentative Parcel Map No. 20388, Subdividing 6.5
Acres+/- into 2 Parcels Located in the R2 (Two-Family Residential)
Zone, Also Known as Assessor Parcel No. 0185-233-55-0000

Background: The parcel is currently owned by the City of Needles. The City of Needles divide.79 acres, of the parcel creating a Parcel one on TTM Nap No. 20388 two parcels. The remaining parcel 5.79 acres +/- will continue to be owned by the city. The Parcel is located near the intersection of Lillyhill Dr. and Casa Linda Street.

A sales transaction tentatively took place in 2021 after an open solicitation process. Full agency review was conducted, and after a Planning Commission public hearing recommended the creation of the second parcel. The City Council is hearing this to complete the Tentative Parcel map No. 20388 which is a pre-condition to the sale.

ENVIRONMENTAL: Tentative Parcel Map 20388 is categorically exempt under State Guidelines Section 15315, "Minor Land Divisions", and no additional analysis is required.

FINDINGS: The City Council must make the findings that the Tentative Parcel Map is consistent with the Needles General Plan, Needles Municipal Code and the State Subdivision Map Act.

RECOMMENDATION: Approve Resolution No. 2023-56, Approving Tentative Parcel Map No. #20388 with conditions that any development on site shall comply with the City of Needles regulations. This is an approval of an undeveloped parcel to transfer and be in private ownership to complete the parcel transaction to final tract map.

Public Notification: A public hearing notice was placed in the Needles Desert Star on September 27, 2023 mailed to property owners within 300' of the proposed parcel, and posted in two conspicuous locations within the City.

Submitted By:

City Management Review:

Ruck

Date:

10/4/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5

RESOLUTION 2023-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, IS APPROVING TENTATIVE PARCEL MAP 20388. The Tentative Map is SUBDIVIDING 6.5 ACRES +/- to create parcel 1 and the remainder city parcel APN 0185-223-55-0000. Parcel 1 is a .79 ac. This divides a parcel from the larger irregular city owned parcel. The subject parcel is IN THE R2 (TWO-FAMILY RESIDENTIAL) ZONE, currently known as ASSESSOR'S PARCEL NO. 0185-233-55-0000.

WHEREAS, the City of Needles is the current owner of Assessor's Parcel Number 0185-233-55, a 6.5+/- acre parcel, located in the vicinity of Lillyhill Dr. and Casa Linda St. and:

WHEREAS, Tentative Parcel Map No. 20388 creates Parcel one consisting of .79 acres, from the City of Needles landholding consisting of 5.79 acres+/-.

WHEREAS, Section 66451 et seq of the California Government Code (Map Act) and Section 19-28 of the Needles City Code authorizes the City Council to approve, conditionally or deny tentative parcel map no. 20388 based on previous Planning Commission approval and records of file.

WHEREAS, Sections 66473 and 66474 of the California Government Code (Map Act) and Chapter 19 of the Needles City Code specify the criteria by which a parcel map may be granted; and

WHEREAS, on June 2, 2021, a public hearing notice was posted in two (2) public locations and published in the Needles Desert Star specifying the date, time and location of the public hearing for Tentative Parcel Map 20388; and was recommended for approval by the City Planning Commission. The City Council on February 28, 2022 considered the parcel map application and did not pass the matter.

On September 12, 2023 the City Council took action to consider the parcel map application again. The action before the City Council is to reconsider the item which is noticed and directed for the City Council to reconsider. This item again appeared before the City Council meeting on October 10, 2023.

WHEREAS, on June 2, 2021, the Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to Tentative Parcel Map 20388; and voted unanimously to recommend City Council approval;

WHEREAS, on July 13, 2021, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony relative to Tentative Parcel Map 20388; and

WHEREAS, the Needles City Council has sufficiently considered all testimony presented to them to make the following determination.

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

SECTION 1. The City Council HEREBY DETERMINES that Tentative Parcel Map 20388 was duly and properly reviewed under the California Environmental Quality Act (CEQA) and is

categorically exempt under State Guidelines Section 15315 and no additional analysis is required at this time.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES that facts do exist to justify approving Tentative Parcel Map 20388 as follows:

- A. The proposed land division is compliant with the subdivision map act; both the general plan and zoning designations are consistent.

FINDING. The subject parcel is 6.5 +/- acres and is being proposed as a 1-lot subdivision, consistent with the Subdivision Map Act that allows creation of a parcel map of five or fewer parcels. At this time the owner has stated that he intends to leave the site natural. The general plan designation and Zoning designation of R2 (two family residential).

FINDING. This Tentative Parcel: Parcel one is .79 acres is currently natural, if developed, or distributed will obtain the appropriate permits and entitlements. The parent parcel the reminder of A.P.N 0185-233-055 will remain in the City of Needles ownership. The proposed parcels satisfy the California Government code (Map Act) and Section 19-28 of the Needles city Code.

- B. The site has no known easements, and it is out of the 100-year floodplain with an A rating.

- C. The design of the subdivision or the proposed improvements will not cause substantial environmental damage.

FINDING. According to Section 15315 of the California Environmental Quality Act (CEQA) the proposed subdivision is exempt from further study because "no project" satisfies the criteria is an exempt status.

- D. Tentative Parcel Map 20388 complies with the Health and Safety Code.

SECTION 3. The City Council HEREBY APPROVES Tentative Parcel Map 20388, subdividing a 6.5+/- acre parcel into two parcels, parcel one .79 acres and the remainder parcel 5.79 acres, subject to:

If a "project" or land use change the owner will be responsible for obtaining appropriate permits from the City of Needles.

SECTION 4. City Council Resolution **2023-56** affects the real property legally described as being a division of a portion of the northeast ¼ of the southeast ¼ of section 31, Township 9 North, Range 23 East, San Bernardino Meridian in the City of Needles, County of San Bernardino, State of California. It is the intent of all the undersigned parties that Planning Commission Resolution 06-02-2021 PC and the standard condition, shall constitute a covenant running with the land and the obligations shall be binding upon, and the benefits shall inure to, the parties, their heirs, assigns, transferee, and subsequent purchasers.

SECTION 5. The Needles Mayor is HEREBY AUTHORIZED to affix his signature to this resolution signifying its adoption by the City Council of the City of Needles, and the City Clerk is directed to attest thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, approve Tentative Parcel Map 20388, with the conditions stated herein below:

1. Tentative Parcel Map 20388 shall be completed in substantial conformance with the parcel map received and dated April 23, 2021, subject to the conditions contained herein, the Needles Zoning Ordinance and all other applicable regulations.
2. The size of lots comply with Municipal Code Section 19-17(b).
4. The owner shall comply with all Federal, State, and local laws relative to the approved use including but not limited to the requirements of the Planning Department, Engineering Dept., Building, Fire and Sheriff Departments.
5. All conditions of Tentative Parcel Map 20388 must be complied with to the satisfaction of the City Manager, prior to final approval of associated maps, building permits, occupancy permits, or any other appropriate request.

ENGINEERING

6. All on-site drainage to remain on-site.
7. A Preliminary Soils Engineering Report is required for any proposed development and a Finals Soils Report is required prior to issuance of a building permit.
8. All site plans, grading plans and driveway/street improvement plans shall be coordinated for consistency prior to the issuance of any permits.
9. The developer's engineer or surveyor shall set durable monuments to the satisfaction of the City Engineer in conformance with Section 66495 of the Subdivision Map Act.
10. Easements for all utilities shall be provided on the Final Parcel Map. Buyer shall grant a Public Utility and access Easement (PUE) with a minimum width of 10' from Casa Linda through the parcel to provide access to parcels east of the subject site. if applicable and remain natural at this time.
11. If developed the owner shall fence and screen the parcel from public view.
12. Prior to recordation of final map, show all easements of record per title report.
The proposed facilities for electric, telephone etc. shall be placed underground.

FIRE

13. Prior to any construction occurring, the applicant shall contact the fire department

for verification of current fire protection requirements. All new construction shall comply with the current Uniform Fire Code requirements and all statutes, codes, ordinances, and standards of the Fire Department.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th of October 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TENTATIVE PARCEL MAP NO. 20388

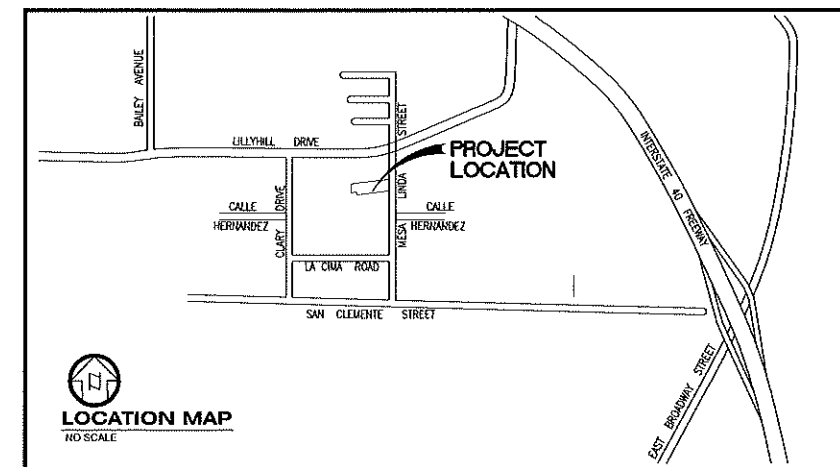
BEING A DIVISION OF A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 23 EAST, SAN BERNARDINO MERIDIAN
IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRLS ENGINEERING, INC.

THOMAS E. RAGEN

LS. 6205

APRIL, 2021



STATISTICS:

APN: 0185-233-55
THIS MAP CONTAINS 2 PARCELS
AREA: 260,157 S.F./5.97 AC. (GROSS PARCELS 1 & REMAINDER)
AREA PARCEL 1: 32,400 S.F./.79 AC
AREA REMAINDER PARCEL: 227,757 S.F./5.23 AC
NO NEW STREETS OR DRAINAGE IMPROVEMENTS PROPOSED
NO NEW EASEMENTS PROPOSED
NO EASEMENTS THAT CAN BE PLOTTED FROM RECORD DATA
NO REGULATED NATIVE TREES OR PLANTS LOCATED ON THE SITE

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31
TOWNSHIP 9 NORTH, RANGE 23 EAST, SAN BERNARDINO MERIDIAN, IN THE
CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

A.P.N. 0185-233-55

PARCEL MAP NO. 20388

APPLICANT/OWNER

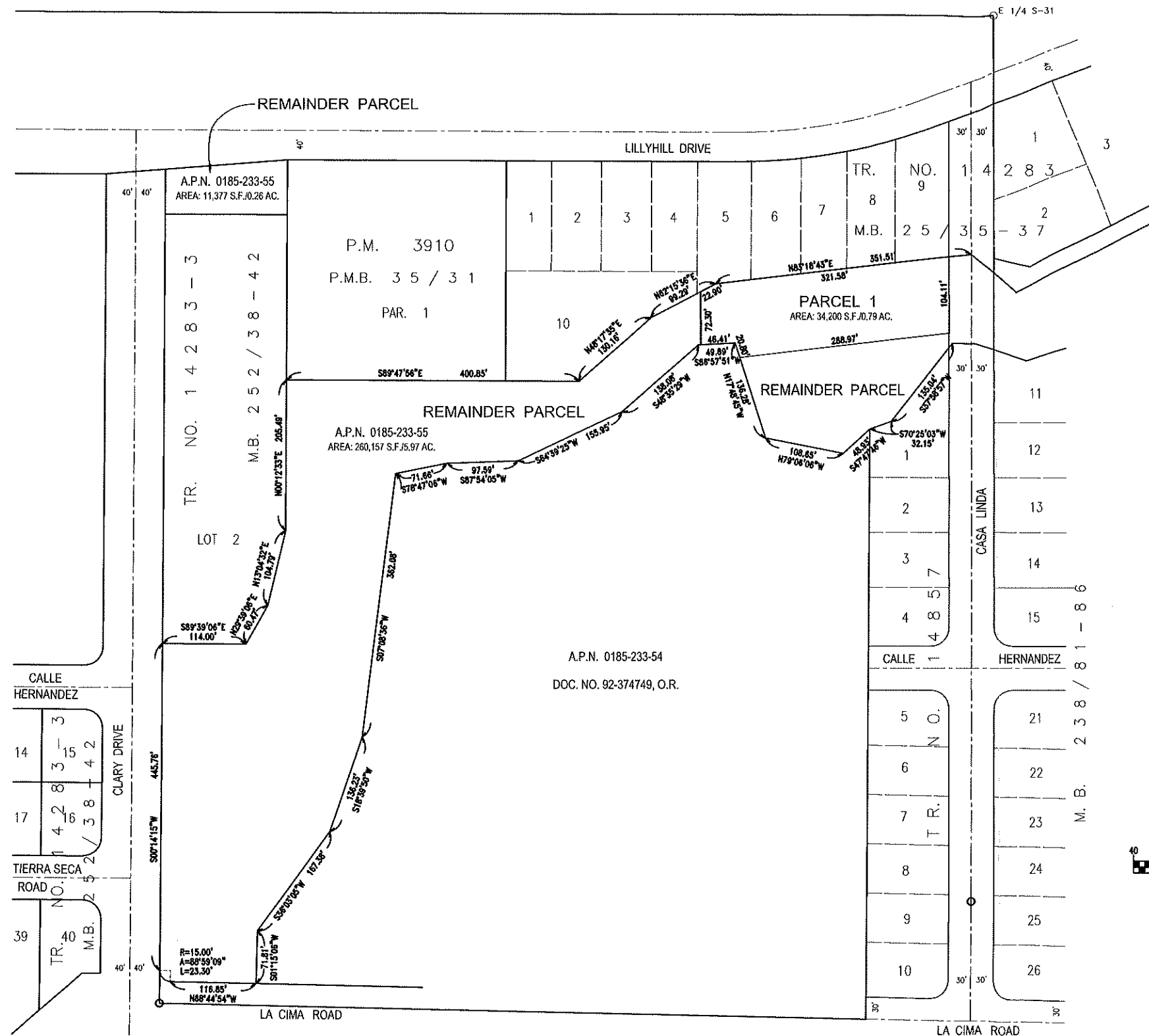
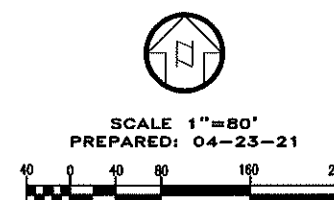
CITY OF NEEDLES
NEEDLES, CALIFORNIA

REPRESENTATIVE/MAP PREPARER:

TRLS ENGINEERING, INC.
10770 I AVENUE, SUITE 108
HESPERIA, CA 92345
(760) 948-4900

MAP PREPARED:

APRIL 23, 2021





City of Needles, California Request for Council Action

Item 6.

☒ CITY COUNCIL/NPUA ☒ Board of Public Utilities ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: California Energy Commission Calendar Year (CY) 2022 Power Content Label Reporting

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

Signed by Governor Brown in September 2016, AB 1110 (Ting, Chapter 656, Statutes of 2016), requires that retail suppliers of electricity additionally disclose to consumers the greenhouse gas emissions intensity of the supplier's electric service products. This modification to the program will improve transparency for consumers and strengthen the Power Source Disclosure and the Power Content program's relevance to California's climate change activities.

In May 2023, the BPU/NPUA approved the City of Needles CY 2022 Power Source Disclosure Report. Total retail sales in CY 2022 were 80,950 (MWh) of which 36.4% was supplied by the Parker-Davis Project and the remaining 63.6% was supplied unspecific power.

Enclosed is the 2022 Power Content Label which breaks down the power supplied to the City into energy resources categories. Per the CEC program regulations, the Board is to approve both the annual report and power content label.

Fiscal Impact: None

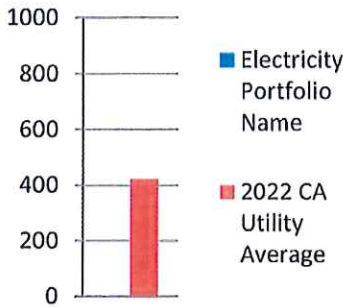
Recommended Action: **Move** to accept the annual report to the California Energy Commission Power Content Label for the year ending December 31, 2022

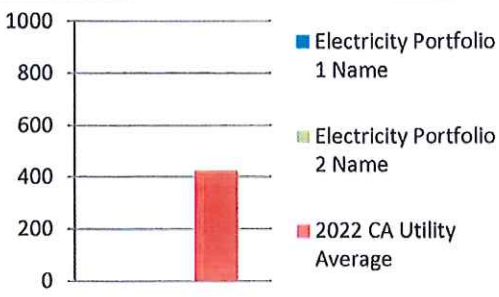
Submitted By: Rainie Torrance, Utility Manager

City Management Review: 

Date: 10/3/23

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>6</u>			

2022 POWER CONTENT LABEL				
City of Needles				
www.cityofneedles.com				
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)		Energy Resources	Electricity Portfolio Name	2022 CA Power Mix
Electricity Portfolio Name	2022 CA Utility Average	Eligible Renewable¹ Biomass & Biowaste Geothermal Eligible Hydroelectric Solar Wind Coal Large Hydroelectric Natural Gas Nuclear Other Unspecified Power² TOTAL	0.0%	35.8%
0	422		0.0%	2.1%
			0.0%	4.7%
			0.0%	1.1%
			0.0%	17.0%
			0.0%	10.8%
			0.0%	2.1%
			36.4%	9.2%
			0.0%	36.4%
			0.0%	9.2%
			0.0%	0.1%
			63.6%	7.1%
Percentage of Retail Sales Covered by Retired Unbundled RECs³:		100.0%	100.0%	
			0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.				
² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.				
³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.				
For specific information about this electricity portfolio, contact:		City of Needles 760-326-2115		
For general information about the Power Content Label, visit:		https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program		

2022 POWER CONTENT LABEL						
City of Needles						
www.cityofneedles.com						
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)			Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	2022 CA Power Mix
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	2022 CA Utility Average	Eligible Renewable ¹	0.0%	0.0%	35.8%
0	0	422	Biomass & Biowaste	0.0%	0.0%	2.1%
 <p>■ Electricity Portfolio 1 Name</p> <p>■ Electricity Portfolio 2 Name</p> <p>■ 2022 CA Utility Average</p>			Geothermal	0.0%	0.0%	4.7%
			Eligible Hydroelectric	0.0%	0.0%	1.1%
			Solar	0.0%	0.0%	17.0%
			Wind	0.0%	0.0%	10.8%
			Coal	0.0%	0.0%	2.1%
			Large Hydroelectric	0.0%	0.0%	9.2%
			Natural Gas	0.0%	0.0%	36.4%
			Nuclear	0.0%	0.0%	9.2%
			Other	0.0%	0.0%	0.1%
			Unspecified Power ²	0.0%	0.0%	7.1%
			TOTAL	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :				0%	0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. ² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. ³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.						
For specific information about this electricity portfolio, contact:				City of Needles 760-326-2115		
For general information about the Power Content Label, visit:				https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program		

2022 POWER CONTENT LABEL									
City of Needles									
www.cityofneedles.com									
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)				Energy Resources		Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	2022 CA Power Mix
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	2022 CA Utility Average	Eligible Renewable ¹					
0	0	0	422	Biomass & Biowaste					
				Geothermal					
				Eligible Hydroelectric					
				Solar					
				Wind					
				Coal					
				Large Hydroelectric					
				Natural Gas					
				Nuclear					
				Other					
				Unspecified Power ²					
				TOTAL					
				Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :					
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2022 POWER CONTENT LABEL									
City of Needles									
www.cityofneedles.com									
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)					Energy Resources				
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	2022 CA Utility Average	Eligible Renewable ¹				
0	0	0	0	422	Biomass & Biowaste				
					Geothermal				
					Eligible Hydroelectric				
					Solar				
					Wind				
					Coal				
					Large Hydroelectric				
					Natural Gas				
					Nuclear				
					Other				
					Unspecified Power ²				
					TOTAL				
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					0.0%	0.0%	0.0%	0.0%	0.0%
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					0.0%	0.0%	0.0%	0.0%	0.0%
					0.0%	0.0%	0.0%	0.0%	0.0%

2022 POWER CONTENT LABEL											
City of Needles											
www.cityofneedles.com											
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)						Energy Resources					
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name	2022 CA Utility Average	Eligible Renewable ¹ Biomass & Biowaste Geothermal Eligible Hydroelectric Solar Wind Coal Large Hydroelectric Natural Gas Nuclear Other Unspecified Power ² TOTAL	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name
0	0	0	0	0	422		0.0%	0.0%	0.0%	0.0%	0.0%
							0.0%	0.0%	0.0%	0.0%	0.0%
							0.0%	0.0%	0.0%	0.0%	0.0%
							0.0%	0.0%	0.0%	0.0%	0.0%
							0.0%	0.0%	0.0%	0.0%	0.0%
							0.0%	0.0%	0.0%	0.0%	0.0%
							0.0%	0.0%	0.0%	0.0%	0.0%
							0.0%	0.0%	0.0%	0.0%	0.0%
							0.0%	0.0%	0.0%	0.0%	0.0%
							100.0%	100.0%	100.0%	100.0%	
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :							0%	0%	0%	0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.											
² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.											
³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.											
For specific information about this electricity portfolio, contact:						City of Needles 760-326-2115					
For general information about the Power Content Label, visit:						https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program					

2022 POWER CONTENT LABEL														
City of Needles														
www.cityofneedles.com														
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)							Energy Resources							
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name	Electricity Portfolio 6 Name	2022 CA Utility Average	Eligible Renewable ¹							
0	0	0	0	0	0	422	Biomass & Biowaste							
							Geothermal							
							Eligible Hydroelectric							
							Solar							
							Wind							
							Coal							
							Large Hydroelectric							
							Natural Gas							
							Nuclear							
							Other							
							Unspecified Power ²							
							TOTAL							
							100.0%							
							0%							
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :							0%							
The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.														
Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.														
Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.														
For specific information about this electricity portfolio, contact:							City of Needles 760-326-2115							
For general information about the Power Content Label, visit:							https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program							



City of Needles, California Request for Council Action

Item 7.

☒ CITY COUNCIL/NPUA ☐ Board of Public Utilities ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: Authorize the Purchase of a Terex TC55 Optima 2023 Freightliner from Custom Truck not to exceed \$243,785

Background: The City of Needles is a registered member of Sourcewell. Sourcewell is a government agency that have bene providing cooperative purchasing programs throughout North American for over 40 years. They are a trusted industry leader with one mission, "to help government, education and non-profits work more efficiently". Sourcewell completes the procurement purchasing to obtain the lowest price.

The electric department has historically purchased bucket trucks through vendors approved by Sourcewell. California Air Resource Board (CARB) requires all fleet to be CARB compliant.

This new Terex TC55 Optima 2023 Freightliner will be replacing the 1995 International 55-foot bucket. The current bucket truck is not CARB compliant and there are multiple mechanical failures. **The Board of Public Utilities approved the recommended action on 10/3/23.**

Fiscal Impact: The electric department has a vehicle replacement balance of \$390,681 as of June 30, 2023.

Recommended Action: Authorize the Purchase of a Terex TC55 Optima 2023 Freightliner from Custom Truck not to exceed \$243,785

Submitted By: Justin Scott, Linecrew Supervisor

City Management Review: *[Signature]*

Date: 10/3/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 7

CHASSIS SPECS

ENGINE

Cummins 300HP
(2) Alliance 12V Batteries
18.7 CFM Air Compressor
115V Block Heater

TRANSMISSION

Allison Automatic
w/ PTO Provision

FRONT AXLE

FAWR: 14,000 lbs
Tires: 11R22.5 14-Ply
Aluminum Wheels
Suspension:
Taperleaf 14,600 lbs
Front Shock Absorbers
Ratio 5.57

REAR AXLES

DA-RS-21.0-4 Rear Axle
RAWR: 21,000 lbs R-Series
Tires: 11R22.5 14-Ply
Steel Wheels
Differential Lock

Suspension:
Variable Multi-Leaf 23,000 lbs.
52" w/ Rubber Helper
Ratio 5.56

FUEL TANKS

50 Gal. Aluminum-LH
6 Gallon DEF Tank

BRAKE SYSTEM

Air Brakes

CAB FEATURES:

106" BBC Flat Roof Cab
Conventional, Aluminum
Fiberglass Hood
Single 14" Round Hadley Air Horn
Dual Electric Horns
(5) Amber Marker Lights
Daytime Running Lights
Dual West Coast Heated Mirrors
Bright Finish
Opal Gray Vinyl Interior
Interior Convenience Package
Heater, Defroster, A.C.
Hi-Back Air Ride Driver Seat
Hi-Back Rider Seat
(1) 12V Power Supply In-Dash
97 DB Backup Alarm
AM/FM/WB Radio w/ Front Aux.
Input
White Paint
GVWR
33,000



SAMPLE PHOTO

BODY & EQUIPMENT

168" Line Body With Streetside & Curbside Compartmentation, and Hotstick Shelf
Master Lock System on Body, Adjustable Shelves w/ Dividers and/or Material Hooks in Compartments, Wheel Chock Storage w/ (2) Chocks. Outrigger Pads & Storage.

888-684-8146 www.customtruck.com

ASK ABOUT THE CUSTOMIZED AND FLEXIBLE LEASING & FINANCING SOLUTIONS AVAILABLE FROM CUSTOM TRUCK CAPITAL

DISCLAIMER: Specifications are believed to be correct, but may contain errors and/or omissions. Pictures are representative and may not be identical.

EQUIPMENT SPECS

AERIAL SPECIFICATIONS:

Terex Hi-Ranger Optima TC55 Insulated Non-Overcenter Aerial Device Providing A Working Height Of 60.0 Ft And A Side Reach Of 42.8 Ft. A Self Locking Worm Gear Rotation Drive Is Provided And Equipped With A Bi-Directional Motor. Continuous & Unrestricted Rotation
Boom w/116 Degree Lower Boom Articulation To Ground Access In The Non-Overcenter Position. Lower Boom: Filament Wound High Strength Fiberglass Insert Providing An Insulation Gap. Upper Boom: Filament Wound Tapered Fiberglass Boom Providing A Clear Span Insulation Gap. Upper Boom Rest With A Cam Type Tie Down Strap. Boom Tip With Hydraulic Platform Rotator. Upper Controls: "Control-Plus" Single Stick Controller. Platform Leveling Control, Hydraulic Platform Tilt Is Provided At Platform And Lower Controls. Engine Stop/Start Controlled At Platform And Lower Controls. Engine Throttle Advance

Dual Hydraulic Tool Outlets At Platform With Flow Control. Lower Controls: Individual Control Levers Are Provided And Located In An Accessible Location On The Turntable. An Upper/Lower Control Selector Provides Override Of Platform Controls.

Aerial Device Is Designed As A Category B Machine In Accordance With ANSI/SIA A92.2-2015.

The Upper And Lower Boom Will Be Articulated Independently. Terex South Dakota Inc. Can Only Test Up To 69kv When This Option Is Ordered. Can Be Rated From 46KV Up To 69KV Per ANSI/SIA A92.2-2015 Depending On: Model, Options And Fiberglass Length - Must Specify KV Rating When Ordering.

Demand Throttle Disable

Side Mounted Fiberglass Platform 24" X 48" X 42": (Curbside) 700 Lbs. Rated Platform Capacity. Insulated Platform Liner For 24" X 48" X 42" Platform

Vinyl Platform And Control Cover For 24" X 48" Platform

Simplified Compact Hydraulic Extend Under Load Jib And Winch

Infinite Positioning Through The 120-Degree Articulation Envelope (-20 To +105 Degrees) Load Radius Of 0 To 65" - Hydraulic Extension To Reposition The Jib (No Re-Pinning Required). Includes A 2000 Lb. Full Drum Capacity Self-Locking Worm Gear Winch Complete With 1/2" X 75' Load Line With Swivel Hook And Latch And A Load Chart.

Auxiliary Let Down For Use With Open Center Hydraulics

30 Gallon Hydraulic Oil Reservoir

Subframe Constructed With An Open Center. Tie Down Kit.

(2) Heavy Duty A-Frame Outriggers With Swivel Type Stabilizer Pads.

Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets (Open Center Systems)

Outrigger Interlock

Pump For Systems Requiring 14 Gallons Per Minute

Option: 20K Front Bumper Winch Package Add: \$13,250

PRICE: \$243,785 USD

Ex Works: Kansas City, MO

Price Is Subject To Change Without Notice And Is Not Guaranteed Due To Fluctuation In Material Costs.
Or Component Prices, Including Manufacturer's Surcharges.
Sample 60 Month Lease Payment: \$3,920 Subject To Approval
For More Details Call Custom Truck Capital (833) CTC-FIN1

Item 7.



Needles, California Request for Council Action

Item 8.

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

Meeting Date: October 10, 2023

Title: Approve a 3.6% cost-of-living (COLA) increase in water and wastewater basic service rates as of November 1, 2023

Background: Resolution Numbers 2020-66 and 2020-67 adopted by the Needles City Council/NPUA on October 13, 2020, provided for annual cost-of-living adjustments to the basic service charge and usage charges in both water and wastewater in order to adequacy fund annual increases in the cost of providing those services to the customer.

"A cost-of-living adjustment (COLA) shall be added to all rates on October 1st of each year and shall be automatically adjusted by using the then rates plus the consumer price index (CPI) published by the U.S. Bureau of Labor Statistics U.S. West – Size Class B/C CPI based on the June value of the appropriate price index OR the last twelve (12) months actual expenses plus the CPI, whichever is lower; however, in no circumstances shall any increase exceed five percent (5%)".

The CPI for June 2023 for the previous 12 months was 3.6% which is lower than the projection for the fiscal year of 23/24 of 5%.

The attached spreadsheets are in accordance with Resolution Numbers 2020-66 and 2020-67 which adopted a 5-year price per cubic feet amount and will set the new rates and will set the new basic rates. The water basic service charge for residents will increase by \$3.95 and the wastewater service charge will increase by \$1.79 for a total residential impact of an increase of \$5.74 per month. **The Board of Public Utilities approved the recommended action on 10/3/23.**

Fiscal Impact: Increase in water and wastewater rates to counteract current inflation rates.

Recommended Action: Approve a 3.6% cost-of-living (COLA) increase in water and wastewater basic service rates as of November 1, 2023

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 10/5/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 8

Residential Impact

PROPOSED:

WASTEWATER

	Description	Cost/EDU	Total
	Residential	51.41	51.41
Total Wastewater Charge			\$ 51.41

CURRENT

	Description	Cost/EDU	Total
	Residential	49.62	49.62
Total Wastewater Charge			\$ 49.62

Single Family Impact

\$ 1.79

PROPOSED:

WATER

	Description	Cost/EDU	Total
	Residential	47.53	47.53
	1000 Per 100 cutic feet of water	2.82	28.20
Total Water Charge			\$ 75.73

CURRENT

	Description	Cost/EDU	Total
	Residential	45.88	45.88
	1000 Per 100 cutic feet of water	2.59	25.90
Total Water Charge			\$ 71.78

Single Family Impact

\$ 3.95**Total Water and Wastewater Impact \$ 5.74**

Current Rates October 1, 2022		Effective November 1, 2023 Rates		Projected Revenue		3.6% CPI
Meter Size	Basic Service Charge	Meter Size	Basic Service Charge	Customers	Annual Projected Revenue	
5/8" & 3/4"	\$45.88	5/8" & 3/4"	\$47.53	1,719	\$980,377.18	
5/8" & 3/4" duplex	\$45.88	5/8" & 3/4" duplex	\$47.53	-	\$0.00	
1"	\$74.28	1"	\$76.95	98	\$90,492.42	
1 1/2"	\$166.48	1 1/2"	\$172.47	41	\$84,855.58	
2"	\$211.60	2"	\$219.22	79	\$207,821.06	
3"	\$574.25	3"	\$594.92	1	\$7,139.05	
4"	\$752.94	4"	\$780.05	3	\$28,081.70	
6"	\$1,349.85	6"	\$1,398.44	2	\$33,562.57	
8"	\$2,121.40	8"	\$2,197.77	-	\$0.00	
10"	\$1,856.98	10"	\$1,923.84	1	\$23,086.04	
Per 100 cubic feet of water	\$2.59	Per 100 cubic feet of water	\$2.82		\$1,232,728.93	FY 22 Consumption - AZ Interconnect Usage
						43,713,792 Cu. Ft.
Temporary Fire Hydrant Meter:		*calculated based on 2020 rate study; adopted by Resolution 2020-66				
Temporary Fire Hydrant Meter:		Temporary Fire Hydrant Meter:				
2-1/2"	\$383.34	2-1/2"	\$397.14			
Install/Remove	\$30.41	Install/Remove	\$30.41			
Per 100 cubic feet of water	\$2.29	Per 100 cubic feet of water	\$2.82			
Required Deposit	\$500.00	Required Deposit	\$500.00			
					\$2,688,144.53	
		Actual last 12 Months	CPI Increase	Total		
5% increase in Revenue		\$2,580,153.00	\$92,885.51	\$2,673,038.51		
5% increase in O&M		\$2,620,406.00	\$94,334.62	\$2,714,740.62		

Current Rates Effective October 1, 2022					
Customer Class	\$/EDU	EDU	EDU Study Units	Monthly Charge for a Typical Customer \$/customer	Customer Units
Residential	\$ 49.62	1.00	/account	\$ 49.62	1 account
Hotel	\$ 49.62	0.70	/room	\$ 1,667.35	48 rooms/hotel
Hospitals	\$ 49.62	0.75	/bed	\$ 930.44	25 beds/hospital
Campgrounds	\$ 49.62	0.70	/RV/Camping Space/Cabin	\$ 5,627.31	162 RV/camping space/cabin
Multi-family	\$ 49.62	1.00	/account	\$ 49.62	1 account
Garden & Nurseries	\$ 49.62	1.00	/account	\$ 49.62	1 account
Laundromats	\$ 49.62			\$ -	
Schools	\$ 49.62	0.23	/student	\$ 10,294.90	902 students/school
General Commercial	\$ 49.62	1.65	/account	\$ 81.88	1 account
Beauty Salon & Barber Shop	\$ 49.62	0.50	/sink	\$ 99.25	4 sinks/salon
Religious Organizations	\$ 49.62	0.02	/seat	\$ 228.67	203 seats/organization
Food Establishments	\$ 49.62	0.18	/seat	\$ 571.66	64 seats/establishment
Government	\$ 49.62	1.65	/employee	\$ 818.79	10 employees/account
Gas Stations	\$ 49.62	2.90	/pump (side)	\$ 431.72	3 pumps/station
Native Village	\$ 49.62	109.00	/account	\$ 5,408.96	1 Native Village

CPI Index Calc:
3.6%

Effective November 1, 2023 Rates						Projected Revenue		
Customer Class	\$/EDU	EDU	EDU Study Units	Monthly Charge for a Typical Customer \$/customer	Customer Units	Customers	EDU	Annual Rev
Residential	\$ 51.41	1.00	/account	\$ 51.41	1 account	1,405	1,405	\$ 866,711
Hotel	\$ 51.41	0.70	/room	\$ 1,727.25	48 rooms/hotel	14	470	\$ 290,178
Hospitals	\$ 51.41	0.75	/bed	\$ 963.87	25 beds/hospital	1	19	\$ 11,566
Campgrounds	\$ 51.41	0.70	/RV/Camping Space/Cabin	\$ 5,829.48	162 RV/camping space/cabin	-	-	\$ -
Multi-family	\$ 51.41	1.00	/account	\$ 51.41	1 account	418	418	\$ 257,854
Garden & Nurseries	\$ 51.41	1.00	/account	\$ 51.41	1 account	-	-	\$ -
Laundromats	\$ 51.41			\$ -		-	-	\$ -
Schools	\$ 51.41	0.23	/student	\$ 10,664.76	902 students/school	1	207	\$ 127,977
General Commercial	\$ 51.41	1.65	/account	\$ 84.82	1 account	79	130	\$ 80,410
Beauty Salon & Barber Shop	\$ 51.41	0.50	/sink	\$ 102.81	4 sinks/salon	2	4	\$ 2,468
Religious Organizations	\$ 51.41	0.0227	/seat	\$ 236.89	203 seats/organization	13	60	\$ 36,954
Food Establishments	\$ 51.41	0.18	/seat	\$ 592.20	64 seats/establishment	16	184	\$ 113,703
Government	\$ 51.41	1.65	/employee	\$ 848.20	10 employees/account	20	330	\$ 203,569
Gas Stations	\$ 51.41	2.90	/pump (side)	\$ 447.23	3 pumps/station	7	61	\$ 37,568
Native Village	\$ 51.41	109.00	/account	\$ 5,603.29	1 Native Village	1	109	\$ 67,239
						1,977	3,503	\$ 2,096,197

	Actual last 12 Months	CPI Increase	Total
5% increase in Revenue	\$2,018,787.00	\$72,676.33	\$2,091,463.33
5% increase in O&M	\$2,168,342.00	\$78,060.31	\$2,246,402.31



City of Needles, California Request for Council Action

Item 9.

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

Meeting Date: October 10, 2023

Title: Approve a 3.6% cost-of-living (COLA) increase in electric basic service charge rate as of November 1, 2023; approve an over-hydro rate of \$0.1467 effective November 1, 2023; and approve the methodology to calculate the annual electric base rate and the power cost adjustment rate based on the rate calculation spreadsheets

Background: The Statement of Policies, revised April 2022, provides that power rates will be designed to provide for operation and maintenance, bond payments, purchase payments, taxes, fair share allocation, trustee fee, mandated (but unfunded) state or federal program (conservation program), the asset replacement fund, and the actual costs to purchase power. The calculated rate will consist of two components: power purchase costs, and non-power purchase costs. The CPI for the USDLS U.S. West – Size Class B/C for June 2022 indicates a 3.6% cost of living increase. The policy sets a cap at 5%. The attached spreadsheets are in accordance with the revised Statement of Policies and will set the new rates as follows:

	<u>current</u>	<u>effective Nov 1, 2023</u>
Basic Service Charge	\$34.01	\$35.23
Winter Hydro (Oct – Feb)	\$0.0417 (532 kwh)	\$0.0665- 447 kwh allotment
Summer Hydro (Mar – Sept)	\$0.0427 (771 kwh)	\$0.0585- 841 kwh allotment
Over-hydro	**\$0.1399	**\$0.1467
CA Energy Efficiency Program	\$0.0030	\$0.0026
Utility Users Tax (UUT)	2.5% on all of the above	2.5% on all of the above

**current over-hydro rate is .1499 as adjusted by the power cost calculations

The revised statement of policies adopted increased the power cost adjustment (PCA) balance from \$750,000 to be twenty percent (20%) of the yearly over-hydro budgeted power costs for the fiscal year (annual budget or revised budget as applicable). The proposed rate can be reduced by the PCA. **The Board of Public Utilities approved the recommended action on 10/3/23.**

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

Recommended Action: Approve a 3.6% cost-of-living (COLA) increase in electric basic service charge rate as of November 1, 2023; approve an over-hydro rate of \$0.1467 effective November 1, 2023; and approve the methodology to calculate the annual electric base rate and the power cost adjustment rate based on the rate calculation spreadsheets

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 10/5/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9

NEEDLES PUBLIC UTILITY AUTHORITY

ANNUAL BASE RATE CALCULATION SPREADSHEET - FY 2023/2024

MUST MANUALLY CALCULATE SHEET (F9)

Basic Service Charge for New Rate Year

	\$35.23
--	---------

PY Non-Power Carry Forward
Asset Replacement Fund Target
Total - Non Power Related Expenses

	-\$66,533
	\$488,992
	\$4,806,679

Power Supply with Line Losses

Total Power Supply - Sales KWHRS
Power Supply - Winter Hydro
Power Supply - Summer Hydro
Power Supply - Total Hydro
Power Supply - Non Hydro

	87,166,746
	6,702,291
	17,664,318
	24,366,609
	62,800,137

Power Supply Expenses

Total Power Purchased
Power Supply - Winter Hydro
Power Supply - Summer Hydro
Power Supply - Non Hydro

	\$7,400,795
	\$193,114
	\$366,764
	\$6,840,917

Revenue From Other Than Power Sold

Basic Service Charge
Other Revenue
Total Non-Power Revenue

	\$1,268,860
	\$49,000
	\$1,317,860

Total Expenses

Non-Power Related Expenses
Total Power Cost
Total Operating Expense

	\$4,806,679
	\$7,400,795
	\$12,207,474

Rate Calculations

Rate For Non-Power Related Expenses
Winter Hydro Sales - (Oct - Feb)
Summer Hydro Sales - (Mar - Sept)
Over Hydro Allotment Sales
California Energy Efficiency Program

	\$3,288,820
	\$193,114
	\$366,764
	\$6,840,917
	\$200,000

Hydro Allotment/Cust

	447
	841

Cost Per Kwhr

	\$0.0849
	\$0.0288
	\$0.0208
	\$0.1089

Cost Per Kwhr

	\$0.0849
--	----------

Use this rate for PCA Annual Base Rate for power purchased.

Bill Rate Per Kwhr

	0.0665
	0.0585
	0.1467
	0.0023

NEEDLES PUBLIC UTILITY AUTHORITY**ANNUAL BASE RATE CALCULATION SPREADSHEET - FY 2023/24****EXPENSES****DOLLARS**

O & M ⁶	\$2,558,308
Taxes*	\$15,375
Purchase Payment	\$313,223
Trustee Fee	\$13,842
Conservation Program*	\$16,667
Debt Service	\$682,351
City of Needles "Fair Share" Fee	\$584,454
California Energy Efficiency Program*	\$200,000
PY Non-Power Rate Component	\$0.0242
Power Supply Total ¹	\$7,400,795
Power Supply, Hydro - Winter ²	\$193,114
Power Supply, Hydro - Summer ³	\$366,764
Other Income* not adjusted for utt	\$49,000
Basic Service Charge PY	\$34.01
Asset Replacement Fund PY	\$472,000

KWHR

Power Supply Total ¹	87,254,000
Power Supply, Hydro - Winter ²	6,709,000
Power Supply, Hydro - Summer ³	17,682,000
PY Estimated Power Sales	75,705,480
PY Actual Power Sold	78,454,760

PERCENT

JUNE CPI %	3.60
Line Loss %	0.10
Number of Customers	3001

US West

3 year average line loss
using the Electric Database
calculation.

Proposed**Sample Winter Bill - (Oct - Feb)**

Line	Decription	KWH	Cost/KWH	Total
1	Basic Service Charge			\$35.23
2	Winter Hydro Allotment Usage	447	0.0665	\$29.72
3	Above Hydro Usage	1000	0.1467	\$146.66
4	CA Energy Efficiency Program	1447	0.0023	\$3.32
Total Electric Bill Charge				\$214.94

Sample Summer Bill - (Mar - Sept)

Line	Decription	KWH	Cost/KWH	Total
1	Basic Service Charge			\$35.23
2	Sumer Hydro Allotment	841	0.0585	\$49.19
3	Above Hydro Usage	1500	0.1467	\$219.99
4	CA Energy Efficiency Program	2341	0.0023	\$5.37
Total Electric Bill Charge				\$309.78

Previous**Sample Winter Bill - (Oct - Feb)**

Line	Decription	KWH	Cost/KWH	Total
1	Basic Service Charge			\$32.39
2	Winter Hydro Allotment Usage	390	0.0660	\$25.74
3	Above Hydro Usage	1000	0.1499	\$149.90
4	CA Energy Efficiency Program	1390	0.0030	\$4.17
Total Electric Bill Charge				\$212.20

Sample Summer Bill - (Mar - Sept)

Line	Decription	KWH	Cost/KWH	Total
1	Basic Service Charge			\$39.39
2	Sumer Hydro Allotment	730	0.0619	\$45.19
3	Above Hydro Usage	1500	0.1499	\$224.85
4	CA Energy Efficiency Program	2230	0.0030	\$6.69
Total Electric Bill Charge				\$316.12

Difference	-\$6.33
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City of Needles, California Request for City Council Action

Item 10.

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: September 26, 2023

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through September 26, 2023.

Submitted By: Barbara DiLeo, Sr. Accountant

City Management Review: Rick

Date: 10/3/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
18996	4102	00	CHARLOTTE SCHROEDER	09/06/2023	5,407.00	.00
18997	3000	00	DON MCCONE	09/06/2023	783.00	.00
18998	4110	00	ELIZABETH HARR	09/06/2023	133.00	.00
18999	4109	00	HAROLD RASPLICKA	09/06/2023	323.00	.00
19000	4103	00	HELEN ELROD	09/06/2023	530.00	.00
19001	4106	00	HENRY BAGHDADY	09/06/2023	1,411.00	.00
19002	4111	00	KATHERINE LAWLER	09/06/2023	58.00	.00
19003	3746	00	OSTERHOLT	09/06/2023	198.00	.00
19004	4104	00	RIVER GARDENS LLC	09/06/2023	1,869.00	.00
19005	4108	00	RIVER PALMS APTS LLC	09/06/2023	736.00	.00
19006	4113	00	SHANEESHA PURTTY	09/06/2023	227.00	.00
19007	4107	00	SYLVIA POLEN	09/06/2023	533.00	.00
NUMBER OF CHECKS				12	GRAND TOTAL	12,208.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
18996	4102	CHARLOTTE SCHROEDER	001488	09/06/2023	575-5555-485.69-51	730.00		
			001489	09/06/2023	575-5555-485.69-51	1,540.00		
			001490	09/06/2023	575-5555-485.69-51	756.00		
			001491	09/06/2023	575-5555-485.69-51	1,006.00		
			001492	09/06/2023	575-5555-485.69-51	1,375.00		
						5,407.00	*	5,407.00
18997	3000	DON MCCONE	001505	09/06/2023	575-5555-485.69-51	783.00		
						783.00	*	783.00
18998	4110	ELIZABETH HARR	001505	09/06/2023	575-5555-485.69-51	133.00		
						133.00	*	133.00
18999	4109	HAROLD RASPLICKA	001505	09/06/2023	575-5555-485.69-51	323.00		
						323.00	*	323.00
19000	4103	HELEN ELROD	001502	09/06/2023	575-5555-485.69-51	530.00		
						530.00	*	530.00
19001	4106	HENRY BAGHDADY	001498	09/06/2023	575-5555-485.69-51	442.00		
			001499	09/06/2023	575-5555-485.69-51	230.00		
			001500	09/06/2023	575-5555-485.69-51	316.00		
			001501	09/06/2023	575-5555-485.69-51	423.00		
						1,411.00	*	1,411.00
19002	4111	KATHERINE LAWLER	001505	09/06/2023	575-5555-485.69-51	58.00		
						58.00	*	58.00
19003	3746	OSTERHOLT	001503	09/06/2023	575-5555-485.69-51	198.00		
						198.00	*	198.00
19004	4104	RIVER GARDENS LLC	001493	09/06/2023	575-5555-485.69-51	313.00		
			001494	09/06/2023	575-5555-485.69-51	385.00		
			001495	09/06/2023	575-5555-485.69-51	374.00		
			001496	09/06/2023	575-5555-485.69-51	405.00		
			001497	09/06/2023	575-5555-485.69-51	392.00		
						1,869.00	*	1,869.00
19005	4108	RIVER PALMS APTS LLC	001505	09/06/2023	575-5555-485.69-51	736.00		
						736.00	*	736.00
19006	4113	SHANEESHA PURTTY	001505	09/06/2023	575-5555-485.69-51	227.00		
						227.00	*	227.00
19007	4107	SYLVIA POLEN	001504	09/06/2023	575-5555-485.69-51	533.00		
						533.00	*	533.00
BANK/CHECK TOTAL							12,208.00	12,208.00
ALL BANKS/CHECKS TOTAL							12,208.00	12,208.00

Item 10.

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 08, 2023**

Item 10.

FUND 101	GENERAL FUND		FUND AMT.	8-Sep	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ 7,999.13		\$ 5,800.00	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 7,528.49	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 355.30		\$ 51,108.87	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 398.06		\$ 17,955.74	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 41.47		\$ 13,047.74	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 662.94		\$ 22,648.46	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 6,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 4,423.70	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 617,537.34	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 104.69		\$ 8,072.00	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ 191.31		\$ 13,561.06	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 281.90		\$ 56,474.19	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 279.61		\$ 30,548.97	\$ 818,943.00
101.4730.472	SANITATION	\$ 1,663.60		\$ 7,477.32	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ 12,600.14	\$ 246,913.00
101.5772.452	PARKS	\$ 212.24		\$ 53,791.36	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 31.42		\$ 2,810.40	\$ 115,646.00
101.5774.452	RECREATION	\$ 50.03		\$ 100,383.58	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 12,349.89		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY		\$ 71.11	\$ 21,329.76	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 10,503.75	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 21,856.34	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 100.30	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 2,919.16	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 10,000.00	\$ 100,954.00
FUND 501	NPUA		\$ 1,348.42	\$ 1,348.42	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 137,170.42	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 451.54	\$ 105,667.86	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 112,395.06	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 67.84	\$ 2,579.48	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 11.00		\$ 60,985.15	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 29,992.00	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ 11.00		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 402.37	\$ 18,009.06	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 33,919.19	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 13.00	\$ 52,372.66	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 200.97	\$ 14,699.65	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 6,847.35	\$ 22,199.62
FUND 520	SR DIAL A RIDE		\$ -	\$ 7,431.22	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 1,250.07	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 52,129.73	\$ 808,479.00
FUND 575	HOUSING		\$ 106,376.22	\$ 257,747.45	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 3,747.70	\$ 579,301.74	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 12,469.46	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 708,857.39	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 125,040.06	\$ 3,293,744.48	\$ 55,837,990.62

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


Rick Daniels, City Manager Date


Paula J. H. Finance Department Date


Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19008	3275	00	CALIFORNIA STATE DISB.UNIT	09/08/2023	255.23	.00
19009	3286	00	COLONIAL LIFE	09/08/2023	3,359.80	.00
19010	4087	00	FINAL TOUCH CONSTRUCTION & DESIGN	09/08/2023	105,982.95	.00
19011	1305	00	GREAT WEST LIFE	09/08/2023	6,024.00	.00
19012	3634	00	GREAT-WEST LIFE & ANNUITY	09/08/2023	1,188.49	.00
19013	4070	00	KATHY RAASCH	09/08/2023	3,368.75	.00
19014	3458	00	MUTUAL OF OMAHA	09/08/2023	3,868.58	.00
19015	3796	00	ROUTE 66 BROADBAND LLC	09/08/2023	570.00	.00
19016	2687	00	S.B. COUNTY FIRE DEPARTMENT	09/08/2023	1,637.22	.00
19017	1199	00	SBPEA TEAMSTERS LOCAL 1932	09/08/2023	1,144.07	.00
19018	1199	00	SBPEA TEAMSTERS LOCAL 1932	09/08/2023	527.78	.00
19019	284	00	SOUTHWEST GAS CORP.	09/08/2023	49.19	.00
19020	2511	00	TAMMY ELLMORE	09/08/2023	64.00	.00
NUMBER OF CHECKS					125,040.06	
GRAND TOTAL					13	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19008	3275	CALIFORNIA STATE DISB.UNI	001538		09/08/2023	575-0000-209.03-01	255.23 255.23 *	255.23
19009	3286	COLONIAL LIFE	001532 001533 001534 001535 001536 001537		09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 580-0000-209.03-01 511-0000-209.03-01	2,665.90 115.92 195.82 168.80 145.08 68.28 3,359.80 *	3,359.80
19010	4087	FINAL TOUCH CONSTRUCTION	PI0048	024023	09/08/2023	575-5555-485.72-17	105,982.95 105,982.95 *	105,982.95
19011	1305	GREAT WEST LIFE & ANNUITY	001464 001465 001466		09/08/2023 09/08/2023 09/08/2023	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	3,610.00 410.00 2,004.00 6,024.00 *	6,024.00
19012	3634	GREAT-WEST LIFE & ANNUITY	001467 001468 001469 001470 001471 001472 001473 001474 001475 001476		09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023	101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01	43.12 194.13 24.27 213.04 97.57 158.76 94.89 174.52 60.36 127.83 1,188.49 *	1,188.49
19013	4070	KATHY RAASCH	001486		09/08/2023	101-1040-417.55-00	368.75 368.75 *	368.75
19014	3458	MUTUAL OF OMAHA	001509 001511 001512 001513 001514 001515 001516 001517 001518 001519 001520 001521 001522 001523 001524 001525		09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2020-423.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 206-5771-452.24-10 502-4710-471.24-10 503-4720-475.24-10	78.19 355.30 113.06 41.47 230.19 104.69 191.31 281.90 254.42 26.38 212.24 31.42 50.03 71.11 530.56 137.14	

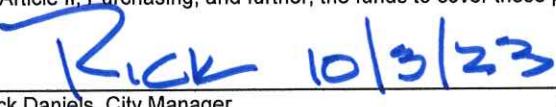
PROGRAM: GM3461
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19014	3458	MUTUAL OF OMAHA	001526 001527 001528 001529 001530 001531		09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023	506-4713-477.24-10 508-4810-478.24-10 511-3020-432.24-10 575-5555-485.24-10 575-5555-485.24-15 580-4750-473.24-10	67.84 166.42 96.33 49.82 39.97 738.79 3,868.58 *	
19015	3796	ROUTE 66 BROADBAND LLC	001378 001379 001380		09/08/2023 09/08/2023 09/08/2023	101-1030-414.52-10 580-4750-473.52-10 503-4720-475.52-10	285.00 200.00 85.00 570.00 *	570.00
19016	2687	S.B. COUNTY FIRE DEPARTME	001381		09/08/2023	101-4730-472.49-16	1,637.22 1,637.22 *	1,637.22
19017	1199	SBPEA TEAMSTERS LOCAL 193	001457 001458 001459 001460 001461 001462 001463		09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023 09/08/2023	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01 575-0000-209.03-01	584.23 144.03 33.58 67.15 36.36 230.47 48.25 1,144.07 *	1,144.07
19018	1199	SBPEA TEAMSTERS LOCAL 193	001454 001455 001456		09/08/2023 09/08/2023 09/08/2023	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	408.11 53.02 66.65 527.78 *	527.78
19019	284	SOUTHWEST GAS CORP.	001482 001483 001484		09/08/2023 09/08/2023 09/08/2023	101-3010-431.41-60 507-5761-453.41-50 510-4410-405.41-60	25.19 11.00 13.00 49.19 *	49.19
19020	2511	TAMMY ELLMORE	001485		09/08/2023	101-1040-417.55-00	64.00 64.00 *	64.00
BANK/CHECK TOTAL							125,040.06	125,040.06
ALL BANKS/CHECKS TOTAL							125,040.06	125,040.06

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 14, 2023**

		FUND AMT.	14-Sep	23-24 BUDGET
FUND 101	GENERAL FUND	\$ -		
101.1015.412	CITY ATTORNEY	\$ -	\$ 11,600.00	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 248.10	\$ 18,211.53	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 162.29	\$ 117,991.72	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -	\$ 27,353.67	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -	\$ 17,258.98	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -	\$ 40,619.60	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 6,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -	\$ 6,396.06	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ 911,072.01	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -	\$ 26,963.35	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ -	\$ 34,462.27	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 306.28	\$ 101,007.13	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 22,023.16	\$ 83,264.67	\$ 818,943.00
101.4730.472	SANITATION	\$ 288.94	\$ 10,174.56	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -	\$ 40,910.82	\$ 246,913.00
101.5772.452	PARKS	\$ 1,188.01	\$ 76,877.60	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ 11,547.53	\$ 115,646.00
101.5774.452	RECREATION	\$ -	\$ 125,535.71	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 24,216.78		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ 128.70	\$ 27,988.35	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ 17,323.75	\$ 27,827.50	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 29,907.67	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ 10,806.38	\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 100.30	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT	\$ -	\$ 2,919.16	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 10,000.00	\$ 100,954.00
FUND 501	NPUA	\$ -	\$ 1,348.42	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ 3,199.91	\$ 207,101.70	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ 730.36	\$ 132,646.03	\$ 1,312,828.00
FUND 505	SANITATION	\$ -	\$ 112,037.89	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 9,119.01	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ 1,645.03	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ 66,176.29	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ 33,665.06	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ 1,645.03		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 437.79	\$ 40,140.36	\$ 496,825.00
FUND 509	MIS	\$ -	\$ 41,246.56	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ 105.09	\$ 53,477.47	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ 141.85	\$ 26,267.61	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 6,847.35	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ 15,780.46	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 2,534.34	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 90,561.19	\$ 808,479.00
FUND 575	HOUSING	\$ 4,076.74	\$ 279,067.30	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ 2,416.05	\$ 740,953.69	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 12,469.46	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER	\$ -	\$ 1,357,009.72	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 65,228.43	\$ 4,994,532.55	\$ 55,837,990.62

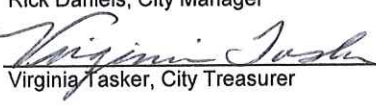
I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City


Rick Daniels, City Manager

Date


Finance Department

Date


Virginia Tasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19118	4137	00	ANGELICA DEERMER	09/14/2023	645.98	.00
19119	1296	00	FRONTIER	09/14/2023	244.23	.00
19120	2489	01	THE HOME DEPOT PRO	09/14/2023	3,430.76	.00
19121	4140	00	LORENCE DELEON	09/14/2023	157.30	.00
19122	3998	00	MICHAEL BAKER INTERNATIONAL, INC	09/14/2023	17,323.75	.00
19123	2589	00	SAN BERNARDINO COUNTY	09/14/2023	15,770.03	.00
19124	1	00	VINTAGE VEHICLE RESTORATIONS INC	09/14/2023	16,775.00	.00
19125	326	00	WESTERN ALARM SERVICE INC.	09/14/2023	75.00	.00
19126	4141	00	WILLYGOAT, LLC	09/14/2023	10,806.38	.00
NUMBER OF CHECKS				9	65,228.43	
				GRAND TOTAL		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19118	4137	ANGELICA DEERMER	001551		09/14/2023	575-5555-485.55-00	645.98 645.98 *	645.98
19119	1296	FRONTIER	001647 001647		09/14/2023 09/14/2023	101-5772-452.52-10 510-4410-405.52-10	139.14 105.09 244.23 *	244.23
19120	2489	HOME DEPOT CREDIT SERVICE	001620 001620 001620 001620		09/14/2023 09/14/2023 09/14/2023 09/14/2023	575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02	753.17 535.52 535.52 1,606.55 3,430.76 *	3,430.76
19121	4140	LORENCE DELEON	001706		09/14/2023	101-2020-423.55-00	157.30 157.30 *	157.30
19122	3998	MICHAEL BAKER INTERNATIONAL	PI0051	024038	09/14/2023	213-1035-416.31-90	17,323.75 17,323.75 *	17,323.75
19123	2589	SAN BERNARDINO COUNTY	001632 001633 001634 001635 001636 001637 001638 001639 001640 001641 001642 001643 001644		09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023 09/14/2023	101-2020-423.62-00 101-2025-424.62-00 101-2030-423.62-00 101-3010-431.62-00 101-4730-472.62-00 101-5772-452.62-00 206-5771-452.62-00 502-4710-471.62-00 503-4720-475.62-00 507-5761-453.62-00 508-4810-478.62-00 511-3020-432.62-00 580-4750-473.62-00	90.80 162.29 306.28 5,248.16 288.94 1,048.87 128.70 3,199.91 730.36 1,570.03 437.79 141.85 2,416.05 15,770.03 *	15,770.03
19124	1	VINTAGE VEHICLE RESTORATI	001705		09/14/2023	101-3010-431.43-04	16,775.00 16,775.00 *	16,775.00
19125	326	WESTERN ALARM SERVICE INC	001374		09/14/2023	507-5762-454.43-08	75.00 75.00 *	75.00
19126	4141	WILLYGOAT, LLC	PI0052	024049	09/14/2023	233-5772-452.72-18	10,806.38 10,806.38 *	10,806.38
BANK/CHECK TOTAL							65,228.43	65,228.43
ALL BANKS/CHECKS TOTAL							65,228.43	65,228.43

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 22, 2023**

Item 10.

FUND 101	GENERAL FUND	\$	14,651.73	FUND AMT.	22-Sep	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$	-		\$ 11,600.00	\$ 80,000.00
101.1020.413	CITY MANAGER	\$	1,366.49		\$ 29,463.03	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$	6,462.15		\$ 154,848.11	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	2,366.09		\$ 38,605.38	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$	470.88		\$ 26,909.91	\$ 402,016.00
101.1040.417	ENGINEERING	\$	2,444.39		\$ 61,138.54	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-		\$ 8,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$	-		\$ 8,396.71	\$ 62,202.00
101.2010.421	SHERIFF	\$	-		\$ 911,072.01	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	23.88		\$ 39,837.83	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$	1,678.03		\$ 55,357.80	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$	5,755.37		\$ 133,942.38	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$	4,001.60		\$ 123,116.64	\$ 818,943.00
101.4730.472	SANITATION	\$	282.87		\$ 12,848.38	\$ 177,467.00
101.5770.452	AQUATICS	\$	-		\$ 57,319.18	\$ 246,913.00
101.5772.452	PARKS	\$	6,208.30		\$ 120,404.53	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$	707.16		\$ 20,166.71	\$ 115,646.00
101.5774.452	RECREATION	\$	1,272.90		\$ 140,917.49	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS			\$ 47,691.84		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT			\$ -	\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG			\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY			\$ 2,380.00	\$ 43,933.06	\$ 258,022.00
FUND 208	CALTRANS GRANTS			\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX			\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL			\$ -	\$ 27,827.50	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I			\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$ -	\$ 29,907.67	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA			\$ -	\$ 10,806.38	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS			\$ -	\$ 100.30	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT			\$ -	\$ 2,919.16	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY			\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.			\$ -	\$ 10,000.00	\$ 100,954.00
FUND 501	NPUA			\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT			\$ 6,481.33	\$ 279,713.81	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT			\$ 3,895.96	\$ 196,086.20	\$ 1,312,828.00
FUND 505	SANITATION			\$ -	\$ 217,083.58	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.			\$ 91.93	\$ 14,999.96	\$ 1,041,800.00
FUND 507	GOLF FUND	\$	49.53		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	143.39		\$ 146,991.98	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	922.88		\$ 60,153.74	\$ 413,638.00
FUND 507	GOLF FUND TOTAL			\$ 1,115.80		
FUND 508	CUST.SVC/UT BUSINESS OFFICE			\$ 1,926.47	\$ 58,722.66	\$ 496,825.00
FUND 509	MIS			\$ -	\$ 41,246.56	\$ 273,100.00
FUND 510	ADMIN. FACILITY			\$ -	\$ 58,211.79	\$ 244,375.00
FUND 511	FLEET MANAGEMENT			\$ 1,676.43	\$ 39,563.47	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT			\$ -	\$ 6,847.35	\$ 22,199.62
FUND 520	SR DIAL A RIDE			\$ -	\$ 15,780.46	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$ -	\$ 2,534.34	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$ -	\$ 90,561.19	\$ 808,479.00
FUND 575	HOUSING			\$ 10,147.27	\$ 313,457.80	\$ 1,434,443.00
FUND 580	ELECTRIC			\$ 20,408.62	\$ 902,427.96	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC			\$ -	\$ 12,469.46	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER			\$ -	\$ 1,372,877.07	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS			\$ 95,815.65	\$ 5,909,260.53	\$ 55,837,990.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19127	3897	00	BENEBLOC, LLC	09/22/2023	299.22	.00
19128	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	09/22/2023	938.00	.00
19129	3275	00	CALIFORNIA STATE DISB.UNIT	09/22/2023	255.23	.00
19130	1305	00	GREAT WEST LIFE	09/22/2023	6,049.00	.00
19131	3634	00	GREAT-WEST LIFE & ANNUITY	09/22/2023	1,188.49	.00
19132	1199	00	SBPEA TEAMSTERS LOCAL 1932	09/22/2023	1,144.07	.00
19133	1199	00	SBPEA TEAMSTERS LOCAL 1932	09/22/2023	527.78	.00
19134	284	00	SOUTHWEST GAS CORP.	09/22/2023	30.98	.00
19135	3242	00	SDRMA	09/22/2023	85,382.88	.00
NUMBER OF CHECKS				9	95,815.65	
				GRAND TOTAL		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19127	3897	BENEBOC LLC	001862 001863 001864		09/22/2023 09/22/2023 09/22/2023	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	213.78 71.44 14.00 299.22 *	299.22
19128	1213	CALIFORNIA DEPT. OF TAX &	001900 001901 001902 001903 001904 001905 001906 001907 001908 001909 001910 001911 001912 001913 001914		09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023	101-1025-415.61-02 101-1035-416.61-02 101-1040-417.61-09 101-2020-423.61-36 101-2030-423.61-04 101-2030-423.61-02 101-3010-431.61-01 101-3010-431.61-05 101-3010-431.61-04 503-4720-475.61-02 507-5761-453.43-04 507-5761-453.43-17 508-4810-478.61-02 580-4750-473.60-55 507-0000-203.00-00	7.32 7.32 7.32 23.88 161.74 7.32 16.27 177.07 25.93 9.92 142.82 57 20.77 280.22 49.53 938.00 *	938.00
19129	3275	CALIFORNIA STATE DISB.UNI	001897		09/22/2023	575-0000-209.03-01	255.23 255.23 *	255.23
19130	1305	GREAT WEST LIFE & ANNUITY	001833 001834 001835		09/22/2023 09/22/2023 09/22/2023	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	3,635.00 410.00 2,004.00 6,049.00 *	6,049.00
19131	3634	GREAT-WEST LIFE & ANNUITY	001822 001823 001824 001825 001826 001827 001828 001829 001831 001832		09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023	101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01	43.12 194.13 24.27 213.04 97.57 158.76 94.89 174.52 60.36 127.83 1,188.49 *	1,188.49
19132	1199	SBPEA TEAMSTERS LOCAL 193	001840 001841 001842 001843 001844 001845 001846		09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023 09/22/2023	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01 575-0000-209.03-01	584.23 144.03 33.58 67.15 36.36 230.47 48.25 1,144.07 *	1,144.07

[illegible]

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 22, 2023**

Item 10.

FUND 101	GENERAL FUND	FUND AMT.	22-Sep	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -	\$ 11,600.00	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ 29,463.03	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -	\$ 155,449.15	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 50.00	\$ 38,655.38	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 25.00	\$ 27,003.91	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 75.00	\$ 61,218.54	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 8,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -	\$ 8,445.82	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ 911,072.01	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 50.00	\$ 39,928.68	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ 75.00	\$ 55,500.80	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 100.00	\$ 134,111.38	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 50.00	\$ 123,166.64	\$ 818,943.00
101.4730.472	SANITATION	\$ -	\$ 12,848.38	\$ 177,467.00
101.5770.452	AQUATICS	\$ -	\$ 57,319.18	\$ 246,913.00
101.5772.452	PARKS	\$ -	\$ 120,404.53	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ 20,166.71	\$ 115,646.00
101.5774.452	RECREATION	\$ 50.00	\$ 140,917.49	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 475.00		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ -	\$ 43,933.06	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ 27,827.50	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 29,907.67	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 10,806.38	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 100.30	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT	\$ -	\$ 2,919.16	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 10,000.00	\$ 100,954.00
FUND 501	NPUA	\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ 266.67	\$ 288,117.63	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ 66.66	\$ 196,271.17	\$ 1,312,828.00
FUND 505	SANITATION	\$ -	\$ 217,083.58	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 14,999.96	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -	\$ 161,511.11	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -	\$ 63,588.49	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 50.00	\$ 58,941.66	\$ 496,825.00
FUND 509	MIS	\$ -	\$ 44,209.06	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ -	\$ 62,339.54	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ -	\$ 39,563.47	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 6,847.35	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ 15,780.46	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 2,534.34	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 90,561.19	\$ 808,479.00
FUND 575	HOUSING	\$ 1,994.70	\$ 313,442.31	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ 341.67	\$ 903,476.97	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 12,469.46	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER	\$ -	\$ 1,372,877.07	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 3,194.70	\$ 5,945,472.97	\$ 55,837,990.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19136	3709	00	ADRIAN CHAVEZ	09/22/2023	50.00	.00
19137	3688	00	ALBERT PONCE	09/22/2023	50.00	.00
19138	4084	00	ANTHONY GIERSCHE	09/22/2023	50.00	.00
19139	3870	00	BRYAN HICKSTEIN	09/22/2023	50.00	.00
19140	2931	00	DALE JONES	09/22/2023	50.00	.00
19141	322	00	FRANK VALENZUELA JR.	09/22/2023	50.00	.00
19142	2879	00	JENNIFER VALENZUELA	09/22/2023	50.00	.00
19143	638	00	JESSE FRAGOSO	09/22/2023	50.00	.00
19144	325	00	JIM WILLIS	09/22/2023	50.00	.00
19145	3978	00	JOSE SANCHEZ	09/22/2023	50.00	.00
19146	2222	00	JUSTIN SCOTT	09/22/2023	50.00	.00
19147	4070	00	KATHY RAASCH	09/22/2023	50.00	.00
19148	3512	00	KIMBERLY KRASINSKI	09/22/2023	50.00	.00
19149	3889	00	MICHAEL WILLIS	09/22/2023	50.00	.00
19150	4125	00	NANCY HUFF	09/22/2023	50.00	.00
19151	3767	00	PATRICK MARTINEZ	09/22/2023	50.00	.00
19152	3654	00	RAINIE TORRANCE	09/22/2023	50.00	.00
19153	4081	00	RICHARD KIMBALL	09/22/2023	50.00	.00
19154	3953	00	RONNY SOMMERS	09/22/2023	50.00	.00
19155	284	00	SOUTHWEST GAS CORP.	09/22/2023	15.49	.00
19156	3851	00	SY FOLEY	09/22/2023	50.00	.00
19157	3622	00	TAYLOR MILLER	09/22/2023	50.00	.00
19158	2744	00	THOMAS DELEON	09/22/2023	50.00	.00
19159	2817	00	TONY RUBALCABA	09/22/2023	50.00	.00
19160	3695	00	VINCE GARZA	09/22/2023	50.00	.00
19161	4116	00	WELLS FARGO (ACCT# 3621)	09/22/2023	1,130.46	.00
19162	4115	00	WELLS FARGO (ACCT# 9105)	09/22/2023	848.75	.00
NUMBER OF CHECKS				27	3,194.70	
				GRAND TOTAL		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19136	3709	ADRIAN CHAVEZ	002140		09/22/2023	101-2030-423.52-10	50.00 * 50.00	50.00
19137	3688	ALBERT PONCE	002149		09/22/2023	502-4710-471.52-10	50.00 * 50.00	50.00
19138	4084	ANTHONY GEIRSCH	004452 004453		09/22/2023 09/22/2023	580-4750-473.52-10 101-2030-423.52-10	25.00 25.00 50.00 *	50.00
19139	3870	BRYAN HICKSTEIN	002146		09/22/2023	502-4710-471.52-10	50.00 * 50.00	50.00
19140	2931	DALE JONES	002130		09/22/2023	101-1030-414.52-10	50.00 * 50.00	50.00
19141	322	FRANK VALENZUELA JR.	002128		09/22/2023	502-4710-471.52-10	50.00 * 50.00	50.00
19142	2879	JENNIFER VALENZUELA	002126		09/22/2023	101-5774-452.52-10	50.00 * 50.00	50.00
19143	638	JESSE FRAGOSO	002144		09/22/2023	101-3010-431.52-10	50.00 * 50.00	50.00
19144	325	JIM WILLIS	002129		09/22/2023	580-4750-473.52-10	50.00 * 50.00	50.00
19145	3978	JOSE SANCHEZ	002141		09/22/2023	502-4710-471.52-10	50.00 * 50.00	50.00
19146	2222	JUSTIN SCOTT	002125		09/22/2023	580-4750-473.52-10	50.00 * 50.00	50.00
19147	4070	KATHY RAASCH	003172		09/22/2023	101-1040-417.52-10	50.00 * 50.00	50.00
19148	3512	KIMBERLY KRASINSKI	006143		09/22/2023	508-4810-478.52-10	50.00 * 50.00	50.00
19149	3889	MICHAEL WILLIS	002132		09/22/2023	580-4750-473.52-10	50.00 * 50.00	50.00
19150	4125	NANCY HUFF	002151 001153 001154 001155		09/22/2023 09/22/2023 09/22/2023 09/22/2023	101-1035-416.52-10 101-2025-424.52-10 101-1040-417.52-10 101-2030-423.52-10	12.50 12.50 12.50 50.00 *	50.00
19151	3767	PATRICK MARTINEZ	002133		09/22/2023	101-2030-423.52-10	12.50	12.50

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19151	3767	PATRICK MARTINEZ	002134 002135 002136		09/22/2023 09/22/2023 09/22/2023	101-2025-424.52-10 101-1035-416.52-10 101-1040-417.52-10	12.50 12.50 12.50 50.00 *	50.00
19152	3654	RAINIE TORRANCE	002137 002138 002139		09/22/2023 09/22/2023 09/22/2023	502-4710-471.52-10 503-4720-475.52-10 580-4750-473.52-10	16.67 16.66 16.67 50.00 *	50.00
19153	4081	RICHARD KIMBALL	005324		09/22/2023	101-2025-424.52-10	50.00 50.00 *	50.00
19154	3953	RONNY SOMMERS	002127		09/22/2023	580-4750-473.52-10	50.00 50.00 *	50.00
19155	284	SOUTHWEST GAS CORP.	001749		09/22/2023	575-5555-485.41-50	15.49 15.49 *	15.49
19156	3851	SY FOLEY	002143		09/22/2023	503-4720-475.52-10	50.00 50.00 *	50.00
19157	3622	TAYLOR MILLER	001158		09/22/2023	502-4710-471.52-10	50.00 50.00 *	50.00
19158	2744	THOMAS DELEON	002142		09/22/2023	580-4750-473.52-10	50.00 50.00 *	50.00
19159	2817	TONY RUBALCABA	002131		09/22/2023	101-2020-423.52-10	50.00 50.00 *	50.00
19160	3695	VINCE GARZA	002145		09/22/2023	580-4750-473.52-10	50.00 50.00 *	50.00
19161	4116	WELLS FARGO (ACCT# 3621)	001766 001767		09/22/2023 09/22/2023	575-5555-485.43-02 575-5555-485.61-01	951.71 178.75 1,130.46 *	1,130.46
19162	4115	WELLS FARGO (ACCT# 9105)	001763 001764 001765		09/22/2023 09/22/2023 09/22/2023	575-5555-485.43-02 575-5555-485.61-29 575-5555-485.61-01	798.71 30.05 19.99 848.75 *	848.75
BANK/CHECK TOTAL							3,194.70	3,194.70
ALL BANKS/CHECKS TOTAL							3,194.70	3,194.70

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 25, 2023**

Item 10.

		FUND AMT.	25-Sep	23-24 BUDGET
FUND 101	GENERAL FUND	\$ -		
101.1015.412	CITY ATTORNEY	\$ -	\$ 11,600.00	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ 29,463.03	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -	\$ 155,449.15	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 450.00	\$ 39,105.38	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 112.50	\$ 27,116.41	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 909.45	\$ 62,127.99	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ 8,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -	\$ 8,445.82	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ 911,072.01	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 75.00	\$ 40,003.68	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 112.50	\$ 55,613.30	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 257.96	\$ 134,369.34	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 169.52	\$ 123,336.16	\$ 818,943.00
101.4730.472	SANITATION	\$ -	\$ 12,848.38	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -	\$ 57,319.18	\$ 246,913.00
101.5772.452	PARKS	\$ 191.80	\$ 120,596.33	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -	\$ 20,166.71	\$ 115,646.00
101.5774.452	RECREATION	\$ 1,086.01	\$ 142,053.50	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 3,364.74		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ -	\$ 43,933.06	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ 27,827.50	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 29,907.67	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 10,806.38	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 100.30	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT	\$ -	\$ 2,919.16	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 10,000.00	\$ 100,954.00
FUND 501	NPUA	\$ -	\$ -	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ 1,729.49	\$ 289,847.12	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ 892.26	\$ 197,163.43	\$ 1,312,828.00
FUND 505	SANITATION	\$ -	\$ 217,083.58	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 15,014.95	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 113.88	\$ 161,624.99	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 275.00	\$ 63,863.49	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ 388.88		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ (171.77)	\$ 58,769.89	\$ 496,825.00
FUND 509	MIS	\$ -	\$ 44,209.06	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ 2,100.59	\$ 64,440.13	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ -	\$ 39,563.47	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 6,847.35	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ 15,780.46	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 2,534.34	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 90,561.19	\$ 808,479.00
FUND 575	HOUSING	\$ 486.02	\$ 313,928.33	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ 1,332.35	\$ 904,809.32	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 12,469.46	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER	\$ -	\$ 1,372,877.07	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 10,137.55	\$ 5,955,660.52	\$ 55,837,990.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19163	4126	00	CASE BRUFFETT	09/25/2023	50.00	.00
19164	1296	00	FRONTIER	09/25/2023	4,015.00	.00
19165	4130	00	WELLS FARGO (ACCT # 1755)	09/25/2023	848.30	.00
19166	4134	00	WELLS FARGO (ACCT # 1905)	09/25/2023	1,828.43	.00
19167	4132	00	WELLS FARGO (ACCT # 2414)	09/25/2023	19.99	.00
19168	4129	00	WELLS FARGO (ACCT # 3254)	09/25/2023	465.42	.00
19169	4128	00	WELLS FARGO (ACCT # 5392)	09/25/2023	781.68	.00
19170	4127	00	WELLS FARGO (ACCT # 5921)	09/25/2023	1,395.09	.00
19171	4131	00	WELLS FARGO (ACCT # 7827)	09/25/2023	75.00	.00
19172	4133	00	WELLS FARGO (ACCT # 8728)	09/25/2023	658.64	.00
NUMBER OF CHECKS				10	10,137.55	
				GRAND TOTAL		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC./RETAIN)	CHECK TOTAL
19163	4126	CASE BRUFFETT	002011		09/25/2023	575-5555-485.52-10	50.00 *	50.00
19164	1296	FRONTIER	001981		09/25/2023	101-5774-452.52-10	113.62	
			001982		09/25/2023	101-5774-452.52-10	101.77	
			001983		09/25/2023	503-4720-475.52-10	347.23	
			001984		09/25/2023	503-4720-475.52-10	369.96	
			001985		09/25/2023	507-5761-453.52-10	79.50	
			001986		09/25/2023	510-4410-405.43-31	961.86	
			001987		09/25/2023	510-4410-405.52-10	96.34	
			001988		09/25/2023	510-4410-405.52-10	229.64	
			001989		09/25/2023	510-4410-405.52-10	545.81	
			001990		09/25/2023	510-4410-405.52-10	266.94	
			001991		09/25/2023	580-4750-473.52-10	405.62	
			001992		09/25/2023	580-4750-473.52-10	139.91	
			001993		09/25/2023	502-4710-471.52-10	356.80	
							4,015.00 *	4,015.00
19165	4130	WELLS FARGO (ACCT # 1755)	002013		09/25/2023	101-5774-452.60-24	631.72	
			002013		09/25/2023	101-5774-452.61-06	216.58	
							848.30 *	848.30
19166	4134	WELLS FARGO (ACCT # 1905)	001995		09/25/2023	101-2030-423.55-00	145.46	
			001996		09/25/2023	101-1040-417.55-00	796.95	
			001997		09/25/2023	101-1040-417.31-40	112.50	
			001998		09/25/2023	101-1035-416.31-40	112.50	
			001999		09/25/2023	101-2025-424.31-40	112.50	
			002000		09/25/2023	101-2030-423.31-40	112.50	
			002001		09/25/2023	575-5555-485.55-00	436.02	
							1,828.43 *	1,828.43
19167	4132	WELLS FARGO (ACCT # 2414)	002002		09/25/2023	502-4710-471.31-90	19.99	
							19.99 *	19.99
19168	4129	WELLS FARGO (ACCT # 3254)	002012		09/25/2023	101-1030-414.55-00	450.00	
			002012		09/25/2023	502-4710-471.52-10	5.14	
			002012		09/25/2023	503-4720-475.52-10	5.14	
			002012		09/25/2023	580-4750-473.52-10	5.14	
							465.42 *	465.42
19169	4128	WELLS FARGO (ACCT # 5392)	002003		09/25/2023	580-4750-473.69-22	271.21	
			002004		09/25/2023	580-4750-473.43-57	510.47	
							781.68 *	781.68
19170	4127	WELLS FARGO (ACCT # 5921)	002011		09/25/2023	506-4713-477.61-01	14.99	
			002011		09/25/2023	503-4720-475.61-21	169.93	
			002011		09/25/2023	502-4710-471.69-22	13.43	
			002011		09/25/2023	508-4810-478.61-32	171.77-	
			002011		09/25/2023	502-4710-471.31-90	834.36	
			002011		09/25/2023	502-4710-471.55-00	499.77	

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING


CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19170	4127	WELLS FARGO	(ACCT # 5921) 002011		09/25/2023	507-5761-453.43-40	34.38 1,395.09 *	1,395.09
19171	4131	WELLS FARGO	(ACCT # 7827) 002005		09/25/2023	101-2020-423.31-40	75.00 75.00 *	75.00
19172	4133	WELLS FARGO	(ACCT # 8728) 002006 002007 002008 002009 002010		09/25/2023 09/25/2023 09/25/2023 09/25/2023 09/25/2023	101-3010-431.60-11 101-5772-452.61-21 101-5774-452.60-24 101-3010-431.43-60 507-5762-454.43-08	69.02 191.80 22.32 100.50 275.00 658.64 *	658.64
BANK/CHECK TOTAL							10,137.55	10,137.55
ALL BANKS/CHECKS TOTAL							10,137.55	10,137.55

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 26, 2023**

Item 10.

FUND 101	GENERAL FUND	\$	31,497.47	FUND AMT.	26-Sep	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$	5,800.00		\$ 11,600.00	\$ 80,000.00
101.1020.413	CITY MANAGER	\$	416.40		\$ 18,211.53	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$	34,863.38		\$ 117,991.72	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	77.56		\$ 27,353.67	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$	5,883.70		\$ 17,258.98	\$ 402,016.00
101.1040.417	ENGINEERING	\$	232.96		\$ 40,619.60	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-		\$ 6,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$	-		\$ 6,396.06	\$ 62,202.00
101.2010.421	SHERIFF	\$	293,534.67		\$ 911,072.01	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	6,443.99		\$ 26,963.35	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$	2,192.12		\$ 34,462.27	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$	15,903.75		\$ 101,007.13	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$	1,296.72		\$ 83,264.67	\$ 818,943.00
101.4730.472	SANITATION	\$	-		\$ 10,174.56	\$ 177,467.00
101.5770.452.	AQUATICS	\$	324.02		\$ 40,910.82	\$ 246,913.00
101.5772.452	PARKS	\$	1,315.37		\$ 76,877.60	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$	190.00		\$ 11,547.53	\$ 115,646.00
101.5774.452	RECREATION	\$	4,074.81		\$ 125,535.71	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$	404,046.92			\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$	-		\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG	\$	-		\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$	-		\$ 27,988.35	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$	-		\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$	-		\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$	-		\$ 27,827.50	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$	-		\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$	8,051.33		\$ 29,907.67	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$	-		\$ -	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$	-		\$ 100.30	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT	\$	-		\$ 2,919.16	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$	-		\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$	-		\$ 10,000.00	\$ 100,954.00
FUND 501	NPUA	\$	110.92		\$ 1,348.42	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$	24,784.66		\$ 207,101.70	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$	16,369.83		\$ 132,646.03	\$ 1,312,828.00
FUND 505	SANITATION	\$	-		\$ 112,037.89	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$	25.76		\$ 9,119.01	\$ 1,041,800.00
FUND 507	GOLF FUND	\$	-		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	10,136.26		\$ 66,176.29	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	7,500.23		\$ 33,665.06	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$	-		\$ 17,636.49	
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$	-		\$ 2,571.98	\$ 496,825.00
FUND 509	MIS	\$	-		\$ 7,327.37	\$ 41,246.56
FUND 510	ADMIN. FACILITY	\$	-		\$ 1,365.88	\$ 53,477.47
FUND 511	FLEET MANAGEMENT	\$	-		\$ 2,794.43	\$ 26,267.61
FUND 512	VEHICLE REPLACEMENT	\$	-		\$ -	\$ 6,847.35
FUND 520	SR DIAL A RIDE	\$	-		\$ 8,349.24	\$ 15,780.46
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$	-		\$ 1,284.27	\$ 2,534.34
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$	-		\$ 38,431.46	\$ 90,561.19
FUND 575	HOUSING	\$	-		\$ 8,021.39	\$ 279,067.30
FUND 580	ELECTRIC	\$	-		\$ 71,947.12	\$ 740,953.69
FUND 581	NPUA CAPITAL ELECTRIC	\$	-		\$ -	\$ 12,469.46
FUND 582	NPUA CAPITAL WATER	\$	-		\$ 872,819.16	\$ 1,357,009.72
TOTAL	ALL FUNDS & DEPARTMENTS	\$	1,485,938.21		\$ 4,994,532.55	\$ 55,837,990.62

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

 10/3/23
Rick Daniels, City Manager Date

 9/18/23
Finance Department Date

 9-19-2023
Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19021	3773	00	ACE LOCK AND KEY SERVICE	09/26/2023	134.50	.00
19022	1924	00	AHA MACAV POWER SERVICE	09/26/2023	846.62	.00
19023	4034	00	ANGEL'S TOUCH MOBILE VETERINARY SVC	09/26/2023	3,000.00	.00
19024	4034	00	ANGEL'S TOUCH MOBILE VETERINARY SVC	09/26/2023	3,000.00	.00
19025	3635	00	ANIXTER INC	09/26/2023	15,026.79	.00
19026	1	00	ASHLEY N & LUCAS S PHILLIPS	09/26/2023	350.79	.00
19027	3750	00	AUTO ZONE	09/26/2023	70.34	.00
19028	2629	00	BARON PEST SOLUTIONS	09/26/2023	95.00	.00
19029	178	00	BIG O TIRES & NAPA AUTO PARTS	09/26/2023	1,473.54	.00
19030	454	00	BINGHAM EQUIPMENT COMPANY	09/26/2023	360.99	.00
19031	3313	00	BLUE RIVER WATER CORP.	09/26/2023	68.85	.00
19032	3595	00	BOOT BARN	09/26/2023	509.34	.00
19033	7	00	BORDER STATES INDUSTRIES, INC.	09/26/2023	1,883.17	.00
19034	3392	00	BUG EMERGENCY INC.	09/26/2023	72.00	.00
19035	709	00	CALLAWAY	09/26/2023	408.82	.00
19036	1	00	CHAD HILL	09/26/2023	1,376.58	.00
19037	1	00	CHERYL MONTANEZ	09/26/2023	575.86	.00
19038	4138	00	CLUB CADDIE HOLDINGS INC.	09/26/2023	898.00	.00
19039	2590	00	COLORADO RIVER PLUMBING INC.	09/26/2023	110.00	.00
19040	4051	00	CORA CONSTRUCTORS, INC.	09/26/2023	342,697.57	.00
19041	2875	00	DANIELL'S SEPTIC	09/26/2023	2,500.00	.00
19042	440	00	DECO FOODSERVICE INCORP.	09/26/2023	420.00	.00
19043	1	00	DEER PARK DEVELOPMENT	09/26/2023	1,810.40	.00
19044	1	00	DEER PARK DEVELOPMENT CORPORATION	09/26/2023	6,725.12	.00
19045	2487	00	DELL MARKETING L.P.	09/26/2023	3,166.38	.00
19046	424	00	DESERT INDUSTRIAL SUPPLY INC.	09/26/2023	324.74	.00
19047	3580	00	DIAMOND PURE WATER	09/26/2023	82.00	.00
19048	501	00	DOI-BOR-REGION: LOWER COLORADO	09/26/2023	29,293.61	.00
19049	1	00	EF2T INC	09/26/2023	7,700.00	.00
19050	2653	00	EMPIRE SOUTHWEST	09/26/2023	52.26	.00
19051	615	00	FEDEX	09/26/2023	25.76	.00
19052	3451	00	GREENS ELECTRIC, LLC	09/26/2023	10.90	.00
19053	2612	00	HARDWARE EXPRESS INCORP.	09/26/2023	VOID	.00
19054	2612	00	HARDWARE EXPRESS INCORP.	09/26/2023	1,932.82	.00
19055	3712	00	HENDERSON CHEVROLET COMPANY	09/26/2023	150.40	.00
19056	3864	00	HORIZON TECHNOLOGIES INC.	09/26/2023	980.00	.00
19057	3445	00	HUMANE SOCIETY MOHAVE COUNTY	09/26/2023	514.00	.00
19058	4000	00	JARROD DELEON	09/26/2023	131.00	.00
19059	2390	00	JAVELINA TRADING COMPANY	09/26/2023	3,705.08	.00
19060	61	00	KNORR SYSTEMS, INT'L	09/26/2023	273.49	.00
19061	3977	00	LANDIS+GYR TECHNOLOGY, INC	09/26/2023	1,900.00	.00
19062	3283	00	LOWE'S	09/26/2023	921.23	.00
19063	1	00	LOZANO, VANESSA	09/26/2023	110.92	.00
19064	125	00	MCCORMICK CONSTRUCTION CO.	09/26/2023	45.97	.00
19065	3998	00	MICHAEL BAKER INTERNATIONAL, INC	09/26/2023	5,242.50	.00
19066	2189	00	MOHAVE ENVIRONMENTAL LAB	09/26/2023	150.00	.00
19067	1	00	MUKESH K PATEL	09/26/2023	1,812.95	.00
19068	1	00	MUKESH K PATEL	09/26/2023	447.32	.00
19069	1	00	NANCY & JOSEPH LINSMEIER	09/26/2023	872.20	.00
19070	201	00	NEEDLES MARINA RESORT INC.	09/26/2023	1,215.82	.00
19071	218	00	NEWS WEST PUBLISHING CO.	09/26/2023	1,019.35	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19072	1786	00	NPUA	09/26/2023	8,698.85	.00
19073	3863	00	OMEGA INDUSTRIAL SUPPLY, INC.	09/26/2023	317.77	.00
19074	3315	00	ONLINE INFORMATION SERVICES	09/26/2023	80.32	.00
19075	1	00	PACIFIC CLINICS	09/26/2023	276.75	.00
19076	4074	00	PACIFIC HYDROTECH CORPORATION	09/26/2023	529,771.59	.00
19077	1927	00	PRESTIGE FLAG	09/26/2023	225.57	.00
19078	4063	00	PROVOAST AUTOMATION LLC	09/26/2023	244.83	.00
19079	818	00	R & R PRODUCTS INC.	09/26/2023	1,870.70	.00
19080	2861	00	REINKE A/C CORP.	09/26/2023	1,101.84	.00
19081	309	00	REPUBLIC SERVICES #785	09/26/2023	632.00	.00
19082	3558	00	RICK DANIELS	09/26/2023	367.93	.00
19083	2068	00	RICOH USA, INC.	09/26/2023	309.76	.00
19084	4049	00	ROGER MILLER	09/26/2023	683.11	.00
19085	2468	00	RON'S TIRE & AUTO REPAIR	09/26/2023	189.80	.00
19086	3796	00	ROUTE 66 BROADBAND LLC	09/26/2023	1,934.34	.00
19087	1	00	ROY REVIVO	09/26/2023	1,183.74	.00
19088	1	00	RRCE HOLDINGS LLC	09/26/2023	788.29	.00
19089	3969	00	S. B. COUNTY ATC	09/26/2023	1,420.33	.00
19090	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	09/26/2023	301,586.00	.00
19091	1186	00	SAFETY-KLEEN CORP.	09/26/2023	295.00	.00
19092	4001	00	SIMPLET TURF & HORTICULTURE	09/26/2023	3,880.52	.00
19093	1826	00	SIMPSON NORTON CORP.	09/26/2023	566.54	.00
19094	3344	00	SLOVAK BARON & EMPEY LLP	09/26/2023	86,240.86	.00
19095	3698	00	SOUTH POINT PRINTING	09/26/2023	296.00	.00
19096	481	00	STAPLES BUSINESS CREDIT	09/26/2023	1,368.77	.00
19097	1	00	TESLA, INC.	09/26/2023	1,781.58	.00
19098	4008	00	THE PRINTER GUYS LLC	09/26/2023	677.95	.00
19099	1	00	TODD R & AMY N HAIG	09/26/2023	1,289.08	.00
19100	3917	00	TOUCHSTONE GOLF LLC	09/26/2023	4,533.03	.00
19101	3873	00	TRANSPORTATION CONCEPTS	09/26/2023	47,768.97	.00
19102	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	09/26/2023	304.75	.00
19103	772	00	TRI-STATE ACE HARDWARE	09/26/2023	324.66	.00
19104	1	00	TRI-STATE ADVERTISING	09/26/2023	61.91	.00
19105	2819	00	TRI-STATE HOSE & FITTINGS	09/26/2023	145.63	.00
19106	2798	00	U.S. DEPARTMENT OF ENERGY	09/26/2023	6,631.73	.00
19107	3272	00	ULINE	09/26/2023	2,507.18	.00
19108	3825	00	ULTRA PEST CONTROL, LLC	09/26/2023	45.00	.00
19109	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	09/26/2023	78.25	.00
19110	3830	00	UNIFIRST CORPORATION	09/26/2023	1,545.22	.00
19111	761	00	USABLUBOOK	09/26/2023	703.20	.00
19112	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	09/26/2023	350.00	.00
19113	3967	00	WILLDAN ENGINEERING	09/26/2023	3,039.15	.00
19114	3980	00	WZI INC	09/26/2023	4,900.00	.00
19115	1023	00	XEROX	09/26/2023	579.41	.00
19116	3842	00	XIO, INC.	09/26/2023	8,303.00	.00
19117	3828	00	3D-NETWORKS LLC	09/26/2023	9,542.32	.00
NUMBER OF CHECKS				97	GRAND TOTAL	
					1,485,938.21	

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19021	3773	00	ACE LOCK AND KEY SERVICE	09/26/2023	134.50	.00
19022	1924	00	AHA MACAV POWER SERVICE	09/26/2023	846.62	.00
19023	4034	00	ANGEL'S TOUCH MOBILE VETERINARY SVC	09/26/2023	3,000.00	.00
19024	4034	00	ANGEL'S TOUCH MOBILE VETERINARY SVC	09/26/2023	3,000.00	.00
19025	3635	00	ANIXTER INC	09/26/2023	15,026.79	.00
19026	1	00	ASHLEY N & LUCAS S PHILLIPS	09/26/2023	350.79	.00
19027	3750	00	AUTO ZONE	09/26/2023	70.34	.00
19028	2629	00	BARON PEST SOLUTIONS	09/26/2023	95.00	.00
19029	178	00	BIG O TIRES & NAPA AUTO PARTS	09/26/2023	1,473.54	.00
19030	454	00	BINGHAM EQUIPMENT COMPANY	09/26/2023	360.99	.00
19031	3313	00	BLUE RIVER WATER CORP.	09/26/2023	68.85	.00
19032	3595	00	BOOT BARN	09/26/2023	509.34	.00
19033	7	00	BORDER STATES INDUSTRIES, INC.	09/26/2023	1,883.17	.00
19034	3392	00	BUG EMERGENCY INC.	09/26/2023	72.00	.00
19035	709	00	CALLAWAY	09/26/2023	408.82	.00
19036	1	00	CHAD HILL	09/26/2023	1,376.58	.00
19037	1	00	CHERYL MONTANEZ	09/26/2023	575.86	.00
19038	4138	00	CLUB CADDIE HOLDINGS INC.	09/26/2023	898.00	.00
19039	2590	00	COLORADO RIVER PLUMBING INC.	09/26/2023	110.00	.00
19040	4051	00	CORA CONSTRUCTORS, INC.	09/26/2023	342,697.57	.00
19041	2875	00	DANIELL'S SEPTIC	09/26/2023	2,500.00	.00
19042	440	00	DECO FOODSERVICE INCORP.	09/26/2023	420.00	.00
19043	1	00	DEER PARK DEVELOPMENT	09/26/2023	1,810.40	.00
19044	2487	00	DELL MARKETING L.P.	09/26/2023	6,725.12	.00
19045	424	00	DESERI INDUSTRIAL SUPPLY INC.	09/26/2023	3,166.38	.00
19046	3580	00	DIAMOND PURE WATER	09/26/2023	324.74	.00
19047	501	00	DOI-BOR-REGION: LOWER COLORADO	09/26/2023	82.00	.00
19048	501	00	EF2T INC	09/26/2023	29,293.61	.00
19049	2653	00	EMPIRE SOUTHWEST	09/26/2023	7,700.00	.00
19050	615	00	FEDEX	09/26/2023	52.26	.00
19051	3451	00	GREENS ELECTRIC, LLC	09/26/2023	25.76	.00
19052	2612	00	HARDWARE EXPRESS INCORP.	09/26/2023	10.90	.00
19053	2612	00	HARDWARE EXPRESS INCORP.	09/26/2023	VOID	.00
19054	2612	00	HENDERSON CHEVROLET COMPANY	09/26/2023	1,932.82	.00
19055	3712	00	HORIZON TECHNOLOGIES INC.	09/26/2023	150.40	.00
19056	3864	00	HUMANE SOCIETY MOHAVE COUNTY	09/26/2023	980.00	.00
19057	3445	00	JARROD DELEON	09/26/2023	514.00	.00
19058	4000	00	JAVELINA TRADING COMPANY	09/26/2023	131.00	.00
19059	2390	00	KNORR SYSTEMS, INT'L	09/26/2023	3,705.08	.00
19060	61	00	LANDIS+GYR TECHNOLOGY, INC	09/26/2023	273.49	.00
19061	3977	00	LOWE'S	09/26/2023	1,900.00	.00
19062	3283	00	LOZANO, VANESSA	09/26/2023	921.23	.00
19063	1	00	MCCORMICK CONSTRUCTION CO.	09/26/2023	110.92	.00
19064	125	00	MICHAEL BAKER INTERNATIONAL, INC	09/26/2023	45.97	.00
19065	3998	00	MOHAVE ENVIRONMENTAL LAB	09/26/2023	5,242.50	.00
19066	2189	00	MUKESH K PATEL	09/26/2023	150.00	.00
19067	1	00	MUKESH K PATEL	09/26/2023	1,812.95	.00
19068	1	00	NANCY & JOSEPH LINSMEIER	09/26/2023	447.32	.00
19069	201	00	NEEDLES MARINA RESORT INC.	09/26/2023	872.20	.00
19070	201	00	NEWS WEST PUBLISHING CO.	09/26/2023	1,215.82	.00
19071	218	00		09/26/2023	1,019.35	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19072	1786	00	NPUA	09/26/2023	8,698.85	.00
19073	3863	00	OMEGA INDUSTRIAL SUPPLY, INC.	09/26/2023	317.77	.00
19074	3315	00	ONLINE INFORMATION SERVICES	09/26/2023	80.32	.00
19075	1	00	PACIFIC CLINICS	09/26/2023	276.75	.00
19076	4074	00	PACIFIC HYDROTECH CORPORATION	09/26/2023	529,771.59	.00
19077	1927	00	PRESTIGE FLAG	09/26/2023	225.57	.00
19078	4063	00	PROVOAST AUTOMATION LLC	09/26/2023	244.83	.00
19079	818	00	R & R PRODUCTS INC.	09/26/2023	1,870.70	.00
19080	2861	00	REINKE A/C CORP.	09/26/2023	1,101.84	.00
19081	309	00	REPUBLIC SERVICES #785	09/26/2023	632.00	.00
19082	3558	00	RICK DANIELS	09/26/2023	367.93	.00
19083	2068	00	RICOH USA, INC.	09/26/2023	309.76	.00
19084	4049	00	ROGER MILLER	09/26/2023	683.11	.00
19085	2468	00	RON'S TIRE & AUTO REPAIR	09/26/2023	189.80	.00
19086	3796	00	ROUTE 66 BROADBAND LLC	09/26/2023	1,934.34	.00
19087	1	00	ROY REVIVO	09/26/2023	1,183.74	.00
19088	1	00	RRCE HOLDINGS LLC	09/26/2023	788.29	.00
19089	3969	00	S. B. COUNTY ATC	09/26/2023	1,420.33	.00
19090	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	09/26/2023	301,586.00	.00
19091	1186	00	SAFETY-KLEEN CORP.	09/26/2023	295.00	.00
19092	4001	00	SIMPLOT TURF & HORTICULTURE	09/26/2023	3,880.52	.00
19093	1826	00	SIMPSON NORTON CORP.	09/26/2023	566.54	.00
19094	3344	00	SLOVAK BARON & EMPEY LLP	09/26/2023	86,240.86	.00
19095	3698	00	SOUTH POINT PRINTING	09/26/2023	296.00	.00
19096	481	00	STAPLES BUSINESS CREDIT	09/26/2023	1,368.77	.00
19097	1	00	TESLA, INC.	09/26/2023	1,781.58	.00
19098	4008	00	THE PRINTER GUYS LLC	09/26/2023	677.95	.00
19099	1	00	TODD R & AMY N HAIG	09/26/2023	1,289.08	.00
19100	3917	00	TOUCHSTONE GOLF LLC	09/26/2023	4,533.03	.00
19101	3873	00	TRANSPORTATION CONCEPTS	09/26/2023	47,768.97	.00
19102	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	09/26/2023	304.75	.00
19103	772	00	TRI-STATE ACE HARDWARE	09/26/2023	324.66	.00
19104	1	00	TRI-STATE ADVERTISING	09/26/2023	61.91	.00
19105	2819	00	TRI-STATE HOSE & FITTINGS	09/26/2023	145.63	.00
19106	2798	00	U.S. DEPARTMENT OF ENERGY	09/26/2023	6,631.73	.00
19107	3272	00	ULINE	09/26/2023	2,507.18	.00
19108	3825	00	ULTRA PEST CONTROL, LLC	09/26/2023	45.00	.00
19109	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	09/26/2023	78.25	.00
19110	3830	00	UNIFIRST CORPORATION	09/26/2023	1,545.22	.00
19111	761	00	USABUEBOOK	09/26/2023	703.20	.00
19112	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	09/26/2023	350.00	.00
19113	3967	00	WILLDAN ENGINEERING	09/26/2023	3,039.15	.00
19114	3980	00	WZI INC	09/26/2023	4,900.00	.00
19115	1023	00	XEROX	09/26/2023	579.41	.00
19116	3842	00	XIO, INC.	09/26/2023	8,303.00	.00
19117	3828	00	3D-NETWORKS LLC	09/26/2023	9,542.32	.00
NUMBER OF CHECKS				97	GRAND TOTAL	
					1,485,938.21	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19021	3773	ACE LOCK AND KEY SERVICE	001508		09/26/2023	503-4720-475.43-02	134.50 134.50 *	134.50
19022	1924	AHA MACAV POWER SERVICE	001507		09/26/2023	580-4750-473.63-12	846.62 846.62 *	846.62
19023	4034	ANGEL'S TOUCH MOBILE VETE	001704		09/26/2023	101-2020-423.31-91	3,000.00 3,000.00 *	3,000.00
19024	4034	ANGEL'S TOUCH MOBILE VETE	001704		09/26/2023	101-2020-423.31-91	3,000.00 3,000.00 *	3,000.00
19025	3635	ANIXTER	001396 001397 001398 001409 PI0046 PI0047 001510 001690 001691	024046 024046	09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.43-57 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.61-21	348.30 138.46 462.74 218.27 5,282.52 5,282.52 177.31 2,333.00 783.67 15,026.79 *	
19026	1	ASHLEY N & LUCAS S PHILLI	001626		09/26/2023	101-0000-204.03-01	350.79 350.79 *	350.79
19027	3750	AUTO ZONE	001545 001546 001547 001547 001598		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	511-3021-432.43-37 511-3021-432.43-37 511-3021-432.43-26 511-3021-432.43-37 511-3021-432.43-26	22.08 22.08- 21.97 38.78 9.59 70.34 *	70.34
19028	2629	BARON PEST SOLUTIONS	001549		09/26/2023	510-4410-405.43-01	95.00 95.00 *	95.00
19029	178	BIG O TIRES & NAPA AUTO P	001548 001548 001548 001549 001549 001590 001591 001592 001593		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	101-5772-452.43-04 511-3020-432.61-28 511-3021-432.43-38 511-3021-432.43-37 511-3020-432.61-28 511-3021-432.43-37 511-3021-432.43-26 511-3021-432.43-37 511-3020-432.61-28 511-3021-432.43-37 511-3021-432.43-27	112.56 180.89 145.29 39.19 51.17 25.83 334.55 52.36 109.84 271.36 150.50 1,473.54 *	1,473.54
19030	454	BINGHAM EQUIPMENT COMPANY	001618		09/26/2023	507-5761-453.43-17	360.99	

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

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19030	454	BINGHAM EQUIPMENT COMPANY					360.99 *	360.99
19031	3313	BLUE RIVER WATER CORP.	001683		09/26/2023	507-5761-453.61-12	68.85 *	68.85
19032	3595	BOOT BARN	001406 001407		09/26/2023 09/26/2023	503-4720-475.60-28 503-4720-475.60-28	298.02 211.32 509.34 *	509.34
19033	7	BORDER STATES INDUSTRIES,	001399 001627 001689		09/26/2023 09/26/2023 09/26/2023	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55	22.46 1,496.52 364.19 1,883.17 *	1,883.17
19034	3392	BUG EMERGENCY INC.	001682		09/26/2023	507-5762-454.43-08	72.00 72.00 *	72.00
19035	709	CALLAWAY	001684		09/26/2023	507-5762-454.44-10	408.82 408.82 *	408.82
19036	1	CHAD HILL	001628		09/26/2023	101-0000-204.03-01	1,376.58 1,376.58 *	1,376.58
19037	1	CHERYL MONTANEZ	001646		09/26/2023	101-0000-204.03-01	575.86 575.86 *	575.86
19038	4138	CLUB CADDIE HOLDINGS INC.	001622		09/26/2023	507-5762-454.61-09	898.00 898.00 *	898.00
19039	2590	COLORADO RIVER PLUMBING I	001539		09/26/2023	575-5555-485.43-02	110.00 110.00 *	110.00
19040	4051	CORA CONSTRUCTORS, INC.	PT0050	024020	09/26/2023	582-4710-471.71-05	342,697.57 342,697.57 *	342,697.57
19041	2875	DANIELL'S SEPTIC	001400		09/26/2023	507-5762-454.43-04	2,500.00 2,500.00 *	2,500.00
19042	440	DECO FOODSERVICE INCORP.	001702 001702		09/26/2023 09/26/2023	580-4750-473.61-21 502-4710-471.61-21	210.00 210.00 420.00 *	420.00
19043	1	DEER PARK DEVELOPMENT	001688		09/26/2023	101-0000-204.03-01	1,810.40 1,810.40 *	1,810.40
19044	1	DEER PARK DEVELOPMENT COR	001629		09/26/2023	101-0000-204.03-01	6,725.12 6,725.12 *	6,725.12
19045	2487	DELL MARKETING L.P.	001480 001481		09/26/2023 09/26/2023	508-4810-478.61-02 503-4720-475.61-02	1,583.19 1,583.19	

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

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19054	2612	HARDWARE EXPRESS INCORP.	001568		09/26/2023	575-5555-485.43-02	56.77	
			001569		09/26/2023	575-5555-485.43-02	5.38	
			001570		09/26/2023	575-5555-485.43-02	54.94	
			001571		09/26/2023	575-5555-485.43-02	11.85	
			001572		09/26/2023	575-5555-485.43-02	46.32	
			001573		09/26/2023	575-5555-485.43-02	5.59	
			001574		09/26/2023	575-5555-485.43-02	88.30	
			001575		09/26/2023	575-5555-485.43-02	141.76	
			001576		09/26/2023	575-5555-485.43-02	30.15	
			001578		09/26/2023	575-5555-485.43-02	26.90	
			001579		09/26/2023	575-5555-485.43-02	85.72	
			001580		09/26/2023	575-5555-485.43-02	12.92	
			001581		09/26/2023	575-5555-485.43-02	17.23	
			001582		09/26/2023	575-5555-485.43-02	35.53	
			001620		09/26/2023	507-5762-454.61-06	12.28	
			001620		09/26/2023	507-5762-454.61-06	20.47	
			001620		09/26/2023	507-5762-454.61-06	13.30	
			001624		09/26/2023	503-4720-475.43-02	2.03	
			001697		09/26/2023	575-5555-485.43-02	3.14	
			001698		09/26/2023	101-5774-452.43-18	2.05	
			001699		09/26/2023	101-5774-452.43-18	17.40	
						101-5774-452.43-18	15.35	
							1,932.82 *	1,932.82
19055	3712	HENDERSON CHEVROLET COMPA	001577		09/26/2023	511-3021-432.43-37	150.40	
							150.40 *	150.40
19056	3864	HORIZON TECHNOLOGIES INC.	001436		09/26/2023	101-2020-423.52-10	70.00	
			001437		09/26/2023	101-2030-423.52-10	70.00	
			001438		09/26/2023	508-4810-478.52-10	70.00	
			001439		09/26/2023	503-4720-475.52-10	140.00	
			001440		09/26/2023	502-4710-471.52-10	280.00	
			001441		09/26/2023	580-4750-473.52-10	175.00	
			001442		09/26/2023	101-3010-431.52-10	175.00	
							980.00 *	980.00
19057	3445	HUMANE SOCIETY MOHAVE COU	001539		09/26/2023	101-0000-204.06-00	514.00	
							514.00 *	514.00
19058	4000	JARROD DELEON	001371		09/26/2023	507-5761-453.62-00	64.20	
			001688		09/26/2023	507-5761-453.43-04	66.80	
							131.00 *	131.00
19059	2390	JAVELINA TRADING COMPANY	001401		09/26/2023	502-4710-471.43-57	3,705.08	
							3,705.08 *	3,705.08
19060	61	KNORR SYSTEMS, INT'L	001539		09/26/2023	101-5770-452.43-02	273.49	
							273.49 *	273.49
19061	3977	LANDIS+GYR TECHNOLOGY, IN	001645		09/26/2023	580-4750-473.56-00	950.00	

CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING										CHECK TOTAL
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL	
19061	3977	LANDIS+GYR TECHNOLOGY, IN	001646		09/26/2023	580-4750-473.56-00	950.00 1,900.00 *		1,900.00	
19062	3283	LOWE'S	001620 001620		09/26/2023 09/26/2023	580-4750-473.54-62 101-5772-452.43-18	642.68 278.55 921.23 *		921.23	
19063	1	LOZANO, VANESSA	UT		09/26/2023	501-0000-211.00-00	110.92 110.92 *		110.92	
19064	125	MCCORMICK CONSTRUCTION CO	001416		09/26/2023	101-3010-431.60-11	45.97 45.97 *		45.97	
19065	3998	MICHAEL BAKER INTERNATIONAL	PI0045	024041	09/26/2023	101-1035-416.31-90	5,242.50 5,242.50 *		5,242.50	
19066	2189	MOHAVE ENVIRONMENTAL LAB	001552		09/26/2023	101-1035-416.31-20	150.00 150.00 *		150.00	
19067	1	MUKESH K PATEL	001630		09/26/2023	101-0000-204.03-01	1,812.95 1,812.95 *		1,812.95	
19068	1	MUKESH K PATEL	001631		09/26/2023	101-0000-204.03-01	447.32 447.32 *		447.32	
19069	1	NANCY & JOSEPH LINSMEIER	001693		09/26/2023	101-0000-204.03-01	872.20 872.20 *		872.20	
19070	201	NEEDLES MARINA RESORT INC	001646		09/26/2023	101-0000-204.03-01	1,215.82 1,215.82 *		1,215.82	
19071	218	NEWS WEST PUBLISHING CO.	001540 001540 001558 001558 001559 001646 001646 001694 001694 001700		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	575-5555-485.53-00 575-5555-485.53-00 101-1035-416.59-10 101-1035-416.59-10 507-5762-454.53-00 508-4810-478.53-00 575-5555-485.53-00 101-1035-416.59-10 101-1035-416.53-00 101-5774-452.53-00	163.92 301.89 116.14 87.10 95.02 36.77 36.76 108.22 36.77 36.76 1,019.35 *		1,019.35	
19072	1786	NPUA	001477 001478 001479 001553 001586 001646 001646		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	101-5774-452.41-10 101-5774-452.41-20 101-5774-452.41-30 502-4710-471.41-10 580-4750-473.41-11 502-4710-471.41-10 580-4750-473.41-11	2,920.15 89.10- 163.76 35.76 2,812.27 2,711.67 34.01			

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
19072	1786	NPUA	001685 001686		09/26/2023 09/26/2023	580-4750-473.41-11 580-4750-473.41-11	57.26 53.07 8,698.85 *	8,698.85
19073	3863	OMEGA INDUSTRIAL SUPPLY,	001622		09/26/2023	503-4720-475.60-55	317.77 317.77 *	317.77
19074	3315	ONLINE INFORMATION SERVIC	001559		09/26/2023	508-4810-478.31-46	80.32 80.32 *	80.32
19075	1	PACIFIC CLINICS	001646		09/26/2023	101-0000-204.03-01	276.75 276.75 *	276.75
19076	4074	PACIFIC HYDROTECH CORPORA	PI0043 PI0049	024016 024016	09/26/2023 09/26/2023	582-4710-471.71-05 582-4710-471.71-05	224,666.83 305,104.76 529,771.59 *	529,771.59
19077	1927	PRESTIGE FLAG	001402		09/26/2023	507-5762-454.60-50	225.57 225.57 *	225.57
19078	4063	PROVOAST AUTOMATION LLC	001542		09/26/2023	503-4720-475.60-55	244.83 244.83 *	244.83
19079	818	R & R PRODUCTS INC.	001427 001428 001694 001694		09/26/2023 09/26/2023 09/26/2023 09/26/2023	507-5761-453.63-00 507-5761-453.62-00 507-5761-453.43-04 507-5761-453.43-04	330.45 67.41 1,082.48 390.36 1,870.70 *	1,870.70
19080	2861	REINKE A/C CORP.	001420 001541		09/26/2023 09/26/2023	101-5774-452.43-18 575-5555-485.43-02	351.84 750.00 1,101.84 *	1,101.84
19081	309	REPUBLIC SERVICES #78	001622 001646		09/26/2023 09/26/2023	503-4720-475.59-18 101-2020-423.58-00	618.95 13.05 632.00 *	632.00
19082	3558	RICK DANIELS	001560 001561 001646		09/26/2023 09/26/2023 09/26/2023	101-1020-413.55-00 101-1020-413.55-00 101-1020-413.55-00	22.47 282.77 62.69 367.93 *	367.93
19083	2068	RICOH USA, INC.	001559		09/26/2023	510-4410-405.70-02	309.76 309.76 *	309.76
19084	4049	ROGER MILLER	001372 001694		09/26/2023 09/26/2023	507-5761-453.43-04 507-5761-453.43-04	230.49 452.62 683.11 *	683.11
19085	2468	RON'S TIRE & AUTO REPAIR	001559		09/26/2023	511-3021-432.43-38	189.80	

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19085	2468	RON'S TIRE & AUTO REPAIR					189.80 *	189.80
19086	3796	ROUTE 66 BROADBAND LLC	001417 001418 001419 001425 001443 001583 001583 001584 001622 001622 001622		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	101-5772-452.52-10 101-3010-431.52-10 101-2020-423.52-10 507-5762-454.52-10 101-2020-423.52-10 101-5773-452.52-10 101-5774-452.52-10 575-5555-485.52-20 507-5762-454.52-10 507-5762-454.52-10 507-5762-454.52-10	223.13 180.00 160.00 180.00 160.00 190.00 165.00 216.21 180.00 180.00 100.00	189.80 *
19087	1	ROY REVIVO	001694		09/26/2023	101-0000-204.03-01	1,183.74 1,183.74 *	1,183.74
19088	1	RRCE HOLDINGS LLC	001646		09/26/2023	101-0000-204.03-01	788.29 788.29 *	788.29
19089	3969	S. B. COUNTY ATC CONTROLL	001646		09/26/2023	101-0000-204.03-01	1,420.33 1,420.33 *	1,420.33
19090	3361	S.B.COUNTY SHERIFF'S DEPA	001646 001646		09/26/2023 09/26/2023	101-2010-421.31-80 225-2010-421.31-80	293,534.67 8,051.33 301,586.00 *	301,586.00
19091	1186	SAFETY-KLEEN CORP.	001594		09/26/2023	511-3020-432.59-55	295.00 295.00 *	295.00
19092	4001	SIMPLOT TURF & HORTICULTU	001373 001403 001429		09/26/2023 09/26/2023 09/26/2023	507-5761-453.61-08 507-5761-453.60-10 507-5761-453.60-10	1,810.20 978.37 1,091.95 3,880.52 *	3,880.52
19093	1826	SIMPSON NORTON CORP.	001622		09/26/2023	507-5761-453.43-04	566.54 566.54 *	566.54
19094	3344	SLOVAK BARON EMPEY MURPHY	001649 001650 001651 001652 001653 001654 001655 001656 001657 001658 001659		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	575-5555-485.31-50 575-5555-485.31-50 575-5555-485.31-50 101-1015-412.31-50 502-4710-471.31-50 503-4720-475.31-50 580-4750-473.31-50 502-4710-471.31-50 503-4720-475.31-50 101-1025-415.31-50 502-4710-471.31-50	1,130.00 371.40 2,960.60 5,800.00 1,933.33 1,933.34 1,933.33 5,729.10 5,729.10 8,640.90 172.82	

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19094	3344	SLOVAK BARON EMPEY MURPHY	001660		09/26/2023	580-4750-473.31-50	8,468.08	
			001661		09/26/2023	101-1025-415.31-50	25,748.08	
			001662		09/26/2023	101-2030-423.31-50	135.60	
			001663		09/26/2023	101-2030-423.31-50	90.40	
			001664		09/26/2023	101-2030-423.31-50	248.60	
			001665		09/26/2023	101-2030-423.31-50	94.60	
			001666		09/26/2023	101-2030-423.31-50	197.00	
			001667		09/26/2023	101-2030-423.31-50	451.75	
			001668		09/26/2023	101-2030-423.31-50	203.40	
			001669		09/26/2023	101-2030-423.31-50	833.78	
			001670		09/26/2023	101-2030-423.31-50	166.55	
			001671		09/26/2023	101-2030-423.31-50	203.40	
			001672		09/26/2023	101-2030-423.31-50	452.00	
			001673		09/26/2023	101-2030-423.31-50	1,112.75	
			001674		09/26/2023	101-2030-423.31-50	1,700.75	
			001675		09/26/2023	101-2030-423.31-50	1,031.15	
			001676		09/26/2023	101-2030-423.31-50	2,130.25	
			001677		09/26/2023	101-2030-423.31-50	723.20	
			001678		09/26/2023	101-2030-423.31-50	1,470.95	
			001679		09/26/2023	101-2030-423.31-50	598.40	
			001680		09/26/2023	101-2030-423.31-50	1,197.80	
			001680		09/26/2023	101-2030-423.31-50	2,196.45	
							85,240.86	85,240.86
19095	3698	SOUTH POINT PRINTING	001701		09/26/2023	520-4740-462.53-00	296.00	
							296.00	296.00
19096	481	STAPLES	001385		09/26/2023	508-4810-478.61-01	156.94	
			001386		09/26/2023	508-4810-478.61-01	246.77	
			001387		09/26/2023	508-4810-478.61-01	109.88	
			001388		09/26/2023	510-4410-405.61-01	180.29	
			001389		09/26/2023	510-4410-405.61-01	57.37	
			001390		09/26/2023	508-4810-478.61-01	213.28	
			001391		09/26/2023	510-4410-405.61-06	128.50	
			001392		09/26/2023	101-1025-415.61-01	161.61	
			001393		09/26/2023	508-4810-478.61-01	59.77	
			001394		09/26/2023	101-1025-415.61-01	54.36	
							1,368.77	1,368.77
19097	1	TESLA, INC.	001646		09/26/2023	101-0000-204.03-01	1,781.58	
							1,781.58	1,781.58
19098	4008	THE PRINTER GUYS LLC	001444		09/26/2023	101-1040-417.61-02	134.74	
			001445		09/26/2023	101-1035-416.61-02	44.75	
			001446		09/26/2023	101-2025-424.61-02	44.75	
			001447		09/26/2023	101-2030-423.61-02	44.75	
			001554		09/26/2023	101-1040-417.61-02	49.75	
			001555		09/26/2023	101-1035-416.61-02	49.75	
			001556		09/26/2023	101-2025-424.61-02	49.75	

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19098	4008	THE PRINTER GUYS LLC	001557 001600		09/26/2023 09/26/2023	101-2030-423.61-02 101-1025-415.61-02	49.75 209.96 677.95 *	677.95
19099	1	TODD R & AMY N HAIG	001646		09/26/2023	101-0000-204.03-01	1,289.08 1,289.08 *	1,289.08
19100	3917	TOUCHSTONE GOLF LLC	001450 001451 001452 001453 001622 001622		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	507-5761-453.31-90 507-5762-454.31-90 507-5762-454.31-90 507-5761-453.31-90 507-5761-453.31-90 507-5762-454.55-00 507-5762-454.31-90	606.89 326.78 578.94 1,335.19 293.37 1,391.86 4,533.03 *	4,533.03
19101	3873	TRANSPORTATION CONCEPTS	001703 001703 001703 001703 001703 001703 001703		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	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	35,331.53 3,099.93 6,282.82 1,369.49 400.93 841.67 342.37 100.23 47,768.97 *	47,768.97
19102	3693	TRI STATE COMMUNITY HEALT	001694		09/26/2023	101-0000-204.03-01	304.75 304.75 *	304.75
19103	772	TRI-STATE ACE HARDWARE	001421 001422		09/26/2023 09/26/2023	101-3010-431.60-11 101-3010-431.60-11	16.41 308.25 324.66 *	324.66
19104	1	TRI-STATE ADVERTISING	001646		09/26/2023	101-0000-204.03-01	61.91 61.91 *	61.91
19105	2819	TRI-STATE HOSE & FITTINGS	001600		09/26/2023	101-3010-431.60-11	145.63 145.63 *	145.63
19106	2798	U.S. DEPARTMENT OF ENERGY	001597 001615		09/26/2023 09/26/2023	580-4750-473.63-10 580-4750-473.63-10	224.98 6,406.75 6,631.73 *	6,631.73
19107	3272	ULINE	001383		09/26/2023	503-4720-475.43-02	2,507.18 2,507.18 *	2,507.18
19108	3825	ULTRA PEST CONTROL, LLC	001622		09/26/2023	101-5774-452.43-18	45.00 45.00 *	45.00
19109	315	UNDERGROUND SERVICE ALERT	001433 001434		09/26/2023 09/26/2023	503-4720-475.49-14 502-4710-471.43-04	26.08 26.08	

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19109	315	UNDERGROUND SERVICE ALERT	001435		09/26/2023	580-4750-473.49-14	26.09 78.25 *	78.25
19110	3830	UNIFIRST CORPORATION	001377 001382 001404 001405 001423 001426 001595 001596 001613 001614 001616 001617 001622 001622 001622 001694 001695 001696 001696		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	507-5762-454.43-08 508-4810-478.61-04 502-4710-471.61-04 580-4750-473.61-04 101-5774-452.61-06 507-5762-454.43-08 580-4750-473.61-04 502-4710-471.61-04 101-3010-431.61-04 101-3010-431.61-04 508-4810-478.61-04 101-5774-452.61-06 503-4720-475.61-04 101-5774-452.61-06 503-4720-475.61-04 575-5555-485.61-04 101-5772-452.61-04 575-5555-485.61-04 101-5772-452.61-04	7.94 7.53 29.64 137.83 9.06 7.94 141.76 29.64 154.84 150.98 7.53 9.06 104.45 9.06 17.67 7.94 5.61 407.92 5.61 293.21 1,545.22 *	
19111	761	USABLUBOOK	001622		09/26/2023	503-4720-475.43-02	703.20 703.20 *	703.20
19112	3528	WESTERN ENVIRONMENTAL TES	001647 001647		09/26/2023 09/26/2023	582-4710-471.71-05 582-4710-471.71-05	175.00 175.00 350.00 *	350.00
19113	3967	WILLDAN ENGINEERING	001622 001623		09/26/2023 09/26/2023	101-2025-424.31-10 101-0000-204.03-01	2,049.15 990.00 3,039.15 *	3,039.15
19114	3980	WZI INC	001384		09/26/2023	580-4750-473.63-08	4,900.00 4,900.00 *	4,900.00
19115	1023	XEROX	001424 001696 001696 001696 001696 001696 001696 001696		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	101-5774-452.74-20 101-1020-413.70-01 101-1025-415.70-01 101-1030-414.70-01 101-1035-416.70-01 101-1040-417.70-01 101-2025-424.70-01 101-2030-423.70-01 101-3010-431.70-01 510-4410-405.70-01	94.68 48.47 48.47 77.56 48.47 48.47 48.47 48.47 19.39 96.96 579.41 *	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19116	3842	XIO, INC.	PI0044 001599	024045	09/26/2023 09/26/2023	502-4710-471.31-90 502-4710-471.31-90	8,160.00 143.00 8,303.00 *	8,303.00
19117	3828	3D-NETWORKS LLC	001587 001588 001600 001610 001611 001612 001646 001692 001694		09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023 09/26/2023	511-3020-432.43-29 507-5761-453.43-04 575-5555-485.61-29 509-4910-479.31-53 510-4410-405.43-01 509-4910-479.31-90 509-4910-479.52-13 509-4910-479.31-90 509-4910-479.31-53	632.48 632.47 500.00 275.00 450.00 2,950.00 1,777.37 1,975.00 350.00 9,542.32 *	9,542.32
BANK/CHECK TOTAL							1,485,938.21	1,485,938.21
ALL BANKS/CHECKS TOTAL							1,485,938.21	1,485,938.21



City of Needles, California Request for City Council Action

Item 10.

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through October 10, 2023.

Submitted By: Barbara DiLeo, Sr. Accountant

City Management Review: Rick

Date: 10/2/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR OCTOBER 10, 2023**

Item 10.

FUND 101	GENERAL FUND	FUND AMT.	10-Oct	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ 29,355.61	\$ 11,600.00	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ 30,720.80	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 41,101.04	\$ 201,313.96	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 324.81	\$ 40,202.37	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 4,887.75	\$ 27,668.43	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 69.00	\$ 63,388.79	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 2,000.00	\$ 8,000.00	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 2,318.29	\$ 10,875.64	\$ 62,202.00
101.2010.421	SHERIFF	\$ -	\$ 930,928.51	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 20,846.26	\$ 41,068.63	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 914.37	\$ 56,860.70	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 468.48	\$ 136,174.93	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 1,689.95	\$ 125,322.82	\$ 818,943.00
101.4730.472	SANITATION	\$ -	\$ 13,017.81	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 2,552.13	\$ 57,787.24	\$ 246,913.00
101.5772.452	PARKS	\$ 13,873.37	\$ 122,522.18	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 247.02	\$ 20,735.14	\$ 115,646.00
101.5774.452	RECREATION	\$ 2,979.80	\$ 145,269.89	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 123,627.88		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ 92.45	\$ 4,541,710.00
FUND 205	CDBG	\$ -	\$ -	\$ 74,559.00
FUND 206	CEMETERY	\$ 7,314.02	\$ 44,533.23	\$ 258,022.00
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ -	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ 2,675.00	\$ 30,502.50	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ 347.50	\$ 30,255.17	\$ 272,973.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 10,806.38	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 100.30	\$ 2,819,424.00
FUND 239	CA. CONSERV RECYCLING GRANT	\$ -	\$ 2,919.16	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ -	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 10,000.00	\$ 100,954.00
FUND 501	NPUA	\$ 1,521.45	\$ 721,193.54	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT	\$ 36,581.46	\$ 306,567.38	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT	\$ 51,721.93	\$ 209,771.05	\$ 1,312,828.00
FUND 505	SANITATION	\$ 106,100.85	\$ 217,083.58	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 15,485.76	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -	\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 55,134.42	\$ 162,734.04	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 6,190.11	\$ 66,551.43	\$ 413,638.00
FUND 507	GOLF FUND TOTAL	\$ 61,324.53		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 184.06	\$ 60,644.35	\$ 496,825.00
FUND 509	MIS	\$ 7,882.50	\$ 49,129.06	\$ 273,100.00
FUND 510	ADMIN. FACILITY	\$ 10,986.44	\$ 66,564.50	\$ 244,375.00
FUND 511	FLEET MANAGEMENT	\$ 2,411.72	\$ 40,366.03	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT	\$ 6,847.35	\$ 6,847.35	\$ 22,199.62
FUND 520	SR DIAL A RIDE	\$ -	\$ 15,780.46	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 2,534.34	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 90,561.19	\$ 808,479.00
FUND 575	HOUSING	\$ 9,288.83	\$ 313,928.33	\$ 1,434,443.00
FUND 580	ELECTRIC	\$ 111,093.13	\$ 4,839,284.82	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 12,469.46	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER	\$ 15,867.35	\$ 1,372,877.07	\$ 8,052,289.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 555,776.00	\$ 10,743,040.77	\$ 55,837,990.62

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

Rick Daniels, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19173	2345	00	A-B COMMUNICATIONS	10/10/2023	345.70	.00
19174	3635	00	ANIXTER INC	10/10/2023	2,019.57	.00
19175	3750	00	AUTO ZONE	10/10/2023	1,592.85	.00
19176	178	00	BIG O TIRES & NAPA AUTO PARTS	10/10/2023	288.12	.00
19177	4015	00	BIG STATE INDUSTRIAL SUPPLY	10/10/2023	195.50	.00
19178	7	00	BORDER STATES INDUSTRIES, INC.	10/10/2023	4,454.59	.00
19179	4143	00	BREATHE CLEAN AIR DUCT CLEANING	10/10/2023	3,323.75	.00
19180	3392	00	BUG EMERGENCY INC.	10/10/2023	48.00	.00
19181	709	00	CALLAWAY	10/10/2023	160.03	.00
19182	2328	00	CALZON FENCE CO.	10/10/2023	520.00	.00
19183	1	00	CHRIS O'DONNELL	10/10/2023	858.29	.00
19184	3136	00	CITY OF NEEDLES	10/10/2023	68,483.58	.00
19185	2320	00	COUNTY OF SAN BERNARDINO	10/10/2023	3,775.09	.00
19186	455	00	CULLIGAN WATER COND.	10/10/2023	44.80	.00
19187	1	00	CURTIS DEVINE	10/10/2023	3,357.42	.00
19188	2934	00	DANA KEPNER COMPANY INC.	10/10/2023	3,866.18	.00
19189	2875	00	DANIELL'S SEPTIC	10/10/2023	2,665.00	.00
19190	1	00	DANIELLE RIZZO	10/10/2023	1,506.58	.00
19191	1	00	DANNIE BRAYBOY	10/10/2023	872.44	.00
19192	3809	00	DATA TICKET INC.	10/10/2023	224.50	.00
19193	2487	00	DELL MARKETING L.P.	10/10/2023	845.37	.00
19194	424	00	DESERT INDUSTRIAL SUPPLY INC.	10/10/2023	154.09	.00
19195	3580	00	DIAMOND PURE WATER	10/10/2023	95.00	.00
19196	1	00	DURAN, MARTIN	10/10/2023	465.17	.00
19197	3913	00	ENTERPRISE FM TRUST	10/10/2023	6,847.35	.00
19198	3682	00	EPIC ENGINEERING	10/10/2023	2,907.50	.00
19199	3462	00	EUSI LLC	10/10/2023	25,605.24	.00
19200	1	00	GENEVIEVE DELEON	10/10/2023	1,415.48	.00
19201	3451	00	GREENS ELECTRIC, LLC	10/10/2023	588.84	.00
19202	2612	00	HARDWARE EXPRESS INCORP.	10/10/2023	639.80	.00
19203	1	00	HEAP, STATE CALIFORNIA	10/10/2023	774.55	.00
19204	1	00	HERBARIUM	10/10/2023	2,311.63	.00
19205	3593	00	HINDERLITER DE LLAMAS & ASSOCIATES	10/10/2023	40,601.04	.00
19206	2489	01	THE HOME DEPOT PRO	10/10/2023	71.44	.00
19207	1	00	ICE HOUSE RD, LLC	10/10/2023	1,549.36	.00
19208	3949	00	JANET JERNIGAN	10/10/2023	350.00	.00
19209	4000	00	JARROD DELEON	10/10/2023	481.35	.00
19210	4000	00	JARROD DELEON	10/10/2023	521.20	.00
19211	2222	00	JUSTIN SCOTT	10/10/2023	800.00	.00
19212	1	00	KEVIN OSTBY	10/10/2023	1,554.08	.00
19213	3977	00	LANDIS+GYR TECHNOLOGY, INC	10/10/2023	12,959.85	.00
19214	1	00	LEE, JAMES E	10/10/2023	97.16	.00
19215	1	00	MICHAEL & JUDY MEDLEY	10/10/2023	1,406.58	.00
19216	3998	00	MICHAEL BAKER INTERNATIONAL, INC	10/10/2023	9,900.00	.00
19217	1	00	MIKE LEE	10/10/2023	796.19	.00
19218	1	00	MORRIS/NEEDLES PROPERTIES NO 2,LLC	10/10/2023	2,213.15	.00
19219	194	00	NEEDLES CHAMBER OF COMMERCE	10/10/2023	2,000.00	.00
19220	218	00	NEWS WEST PUBLISHING CO.	10/10/2023	36.77	.00
19221	1786	00	NPUA	10/10/2023	VOID	.00
19222	1786	00	NPUA	10/10/2023	VOID	.00
19223	1786	00	NPUA	10/10/2023	67,983.60	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
19224	1786	00	NPUA	10/10/2023	9,021.17	.00
19225	1	00	PARKER, MYLES	10/10/2023	177.94	.00
19226	3767	00	PATRICK MARTINEZ	10/10/2023	276.00	.00
19227	1	00	PORTER, REBECCA S	10/10/2023	6.63	.00
19228	4142	00	PUBLIC HOUSING AUTHORITIES DIR ASSC	10/10/2023	185.00	.00
19229	1578	00	PURCHASE POWER	10/10/2023	180.39	.00
19230	818	00	R & R PRODUCTS INC.	10/10/2023	564.57	.00
19231	2861	00	REINKE A/C CORP.	10/10/2023	8,987.36	.00
19232	309	00	REPUBLIC SERVICES #785	10/10/2023	102,325.76	.00
19233	4049	00	ROGER MILLER	10/10/2023	105.20	.00
19234	3796	00	ROUTE 66 BROADBAND LLC	10/10/2023	1,765.00	.00
19235	1	00	ROUTE 66 RIVER NURSERY	10/10/2023	1,810.40	.00
19236	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	10/10/2023	20,204.00	.00
19237	4058	00	S-NET COMMUNICATIONS INC.	10/10/2023	1,598.28	.00
19238	1	00	SAM ALLRED	10/10/2023	948.74	.00
19239	1	00	SANTIAGO COMMUNITIES, INC	10/10/2023	1,766.86	.00
19240	752	00	SILLY CACTUS INC	10/10/2023	39.81	.00
19241	4001	00	SIMPLOT TURF & HORTICULTURE	10/10/2023	39,710.70	.00
19242	1826	00	SIMPSON NORTON CORP.	10/10/2023	233.84	.00
19243	3929	00	STAR NURSERY, INC	10/10/2023	97.55	.00
19244	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	10/10/2023	750.00	.00
19245	1	00	SUSAN MC CLANAHAN	10/10/2023	3,884.56	.00
19246	779	00	THATCHER COMPANY OF NEVADA, INC	10/10/2023	4,270.97	.00
19247	4008	00	THE PRINTER GUYS LLC	10/10/2023	343.98	.00
19248	3395	00	TKO DISTRIBUTION	10/10/2023	262.60	.00
19249	2798	00	U.S. DEPARTMENT OF ENERGY	10/10/2023	38,084.34	.00
19250	3830	00	UNIFIRST CORPORATION	10/10/2023	915.81	.00
19251	475	00	VASQUEZ & COMPANY LLP	10/10/2023	20,000.00	.00
19252	1917	00	VIRGINIA TASKER	10/10/2023	500.00	.00
19253	1	00	VLADIMIR BOCHNANU	10/10/2023	1,244.08	.00
19254	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	10/10/2023	1,859.00	.00
19255	1023	00	XEROX	10/10/2023	95.18	.00
19256	3828	00	3D-NETWORKS LLC	10/10/2023	8,987.50	.00

NUMBER OF CHECKS 84 GRAND TOTAL 555,776.00

PREPARED 09/27/2023, 8:41:51
PROGRAM: GM3461
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
ACCOUNTING PERIOD 2024/04
REPORT NUMBER 32

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19173	2345	A-B COMMUNICATIONS	002021		10/10/2023	510-4410-405.30-25	345.70 345.70 *	345.70
19174	3635	ANIXTER	001952 001953		10/10/2023 10/10/2023	580-4750-473.60-55 580-4750-473.60-55	1,242.79 776.78 2,019.57 *	2,019.57
19175	3750	AUTO ZONE	001707 001708 001915 001915 001915 001915 001915 001915 001915 001915		10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023	511-3021-432.43-27 511-3021-432.43-25 511-3020-432.61-28 511-3020-432.61-28 511-3020-432.61-28 511-3021-432.43-27 511-3021-432.43-38 511-3021-432.43-27 511-3021-432.43-27 511-3020-432.43-57 511-3021-432.43-36	270.44 114.20 30.15 120.02 250.83 35.23 542.73 40.76 31.10 157.39 1,592.85 *	1,592.85
19176	178	BIG O TIRES & NAPA AUTO P	001709 001710 001711		10/10/2023 10/10/2023 10/10/2023	511-3021-432.43-26 511-3021-432.43-38 511-3021-432.43-25	26.60 253.34 8.18 288.12 *	288.12
19177	4015	BIG STATE INDUSTRIAL SUPP	001712		10/10/2023	511-3020-432.61-28	195.50 195.50 *	195.50
19178	7	BORDER STATES INDUSTRIES,	001713 001948 001949 001950 001950 001954		10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55	3,416.17 70.77 71.51 147.80 322.39 425.95 4,454.59 *	4,454.59
19179	4143	BREATHE CLEAN AIR DUCT CL	001950		10/10/2023	510-4410-405.43-01	3,323.75 3,323.75 *	3,323.75
19180	3392	BUG EMERGENCY INC.	001950		10/10/2023	503-4720-475.43-02	48.00 48.00 *	48.00
19181	709	CALLAWAY	001917		10/10/2023	507-5762-454.44-10	160.03 160.03 *	160.03
19182	2328	CALZON FENCE CO.	001818		10/10/2023	101-0000-204.06-00	520.00 520.00 *	520.00
19183	1	CHRIS O'DONNELL	001817		10/10/2023	101-0000-204.03-01	858.29 858.29 *	858.29

PREPARED 09/27/2023, 8:41:51

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2
ACCOUNTING PERIOD 2024/04
REPORT NUMBER 32

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19184	3136	CITY OF NEEDLES	001715 001716 001717		10/10/2023 10/10/2023 10/10/2023	580-4750-473.80-43 502-4710-471.80-43 503-4720-475.80-43	48,704.50 12,130.33 7,648.75 68,483.58 *	
19185	2320	COUNTY OF SAN BERNARDINO	001742		10/10/2023	505-4730-472.74-40	3,775.09 3,775.09 *	3,775.09
19186	455	CULLIGAN WATER COND.	001714		10/10/2023	511-3020-432.43-29	44.80 44.80 *	44.80
19187	1	CURTIS DEVINE	001815 001816 001819		10/10/2023 10/10/2023 10/10/2023	101-0000-204.03-01 101-0000-204.03-01 101-0000-204.03-01	1,851.58 1,334.08 171.76 3,357.42 *	
19188	2934	DANA KEPNER COMPANY INC.	001950		10/10/2023	502-4710-471.60-55	3,866.18 3,866.18 *	3,866.18
19189	2875	DANIELL'S SEPTIC	001719 002026		10/10/2023 10/10/2023	507-5762-454.61-06 507-5762-454.43-04	165.00 2,500.00 2,665.00 *	2,665.00
19190	1	DANIELLE RIZZO	001820		10/10/2023	101-0000-204.03-01	1,506.58 1,506.58 *	1,506.58
19191	1	DANNIE BRAYBOY	001821		10/10/2023	101-0000-204.03-01	872.44 872.44 *	872.44
19192	3809	DATA TICKET INC.	001744		10/10/2023	101-2030-423.31-10	224.50 224.50 *	224.50
19193	2487	DELL MARKETING L.P.	001915		10/10/2023	101-2025-424.61-02	845.37 845.37 *	845.37
19194	424	DESERT INDUSTRIAL SUPPLY	001718		10/10/2023	101-5772-452.61-12	154.09 154.09 *	154.09
19195	3580	DIAMOND PURE WATER	001720 001941 001950 002025		10/10/2023 10/10/2023 10/10/2023 10/10/2023	101-5774-452.61-01 510-4410-405.61-01 503-4720-475.43-02 101-5774-452.61-01	17.00 54.00 12.00 95.00 *	95.00
19196	1	DURAN, MARTIN	UT		10/10/2023	501-0000-211.00-00	465.17 465.17 *	465.17
19197	3913	ENTERPRISE FM TRUST	001830		10/10/2023	512-0000-207.02-00	6,847.35 6,847.35 *	6,847.35

PREPARED 09/27/2023, 8:41:51

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2024/04
REPORT NUMBER 32

PAGE 3

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19198	3682	EPIC ENGINEERING	PI0058	024015	10/10/2023	582-4710-471.71-05	2,907.50 2,907.50 *	2,907.50
19199	3462	EUSI LLC	PI0055	024001	10/10/2023	503-4720-475.31-98	25,605.24 25,605.24 *	25,605.24
19200	1	GENEVIEVE DELEON	002028		10/10/2023	502-4710-471.54-21	1,415.48 1,415.48 *	1,415.48
19201	3451	GREENS ELECTRIC, LLC	001950 002027		10/10/2023 10/10/2023	580-4750-473.60-55 580-4750-473.60-55	94.87 493.97 588.84 *	588.84
19202	2612	HARDWARE EXPRESS INCORP.	001721 001722 001723 001724 001725 001726 001748 001915 001915 001915 001915 001915 001918 001942 001950 002029 002030 002031 002053 002054		10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023	101-5772-452.61-12 101-3010-431.60-11 101-5772-452.61-12 101-5772-452.60-40 101-5772-452.61-12 101-5772-452.61-12 502-4710-471.60-55 502-4710-471.60-55 511-3021-432.43-26 101-5772-452.43-18 101-5772-452.61-12 101-5772-452.61-12 101-5772-452.61-12 101-5772-452.61-12 101-1070-410.43-01 101-2020-423.43-29 503-4720-475.43-02 101-5770-452.60-32 101-5774-452.43-18 101-5770-452.60-32 503-4720-475.43-02 503-4720-475.43-02	13.06 15.54 14.89 35.82 34.79 22.49 54.91 3.07 68.02 12.27 42.02 44.72 49.11 40.85 58.31 52.18 24.55 17.40 27.62 8.18 639.80 *	639.80
19203	1	HEAP, STATE CALIFORNIA	UT UT		10/10/2023 10/10/2023	501-0000-211.00-00 501-0000-211.00-00	377.55 397.00 774.55 *	774.55
19204	1	HERBARIUM	001830		10/10/2023	101-0000-204.03-01	2,311.63 2,311.63 *	2,311.63
19205	3593	HINDERLITER DE LLAMAS & A	001950 PI0059	024040	10/10/2023 10/10/2023	101-1025-415.31-91 101-1025-415.31-47	601.04 40,000.00 40,601.04 *	40,601.04
19206	2489	HOME DEPOT CREDIT SERVICE	001745		10/10/2023	575-5555-485.43-02	71.44 71.44 *	71.44
19207	1	ICE HOUSE RD, LLC	001898		10/10/2023	101-0000-204.03-01	1,549.36	1,549.36

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19207	1	ICE HOUSE RD, LLC					1,549.36 *	1,549.36
19208	3949	JANET JERNIGAN	001731 001732		10/10/2023 10/10/2023	101-0000-362.01-00 101-0000-362.01-00	150.00 200.00 350.00 *	350.00
19209	4000	JARROD DELEON	001923 001924		10/10/2023 10/10/2023	507-5761-453.43-17 507-5761-453.43-17	260.56 220.79 481.35 *	481.35
19210	4000	JARROD DELEON	001920 001921 001922		10/10/2023 10/10/2023 10/10/2023	507-5762-454.60-50 507-5761-453.63-00 507-5761-453.43-34	108.68 12.52 400.00 521.20 *	521.20
19211	2222	JUSTIN SCOTT	002014		10/10/2023	580-4750-473.54-62	800.00 800.00 *	800.00
19212	1	KEVIN OSTBY	001861		10/10/2023	101-0000-204.03-01	1,554.08 1,554.08 *	1,554.08
19213	3977	LANDIS+GYR TECHNOLOGY, IN	PI0057	024008	10/10/2023	582-4710-471.71-02	12,959.85 12,959.85 *	12,959.85
19214	1	LEE, JAMES E	UT		10/10/2023	501-0000-211.00-00	97.16 97.16 *	97.16
19215	1	MICHAEL & JUDY MEDLEY	001861		10/10/2023	101-0000-204.03-01	1,406.58 1,406.58 *	1,406.58
19216	3998	MICHAEL BAKER INTERNATIONAL	001733 001810 001811 001812 001813 PI0053 PI0063		10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 024041 10/10/2023 024038 10/10/2023	101-0000-204.35-03 101-0000-204.35-03 101-0000-204.35-01 101-0000-204.03-01 101-0000-204.40-00 101-1035-416.31-90 213-1035-416.31-90	687.50 250.00 375.00 937.50 156.25 4,818.75 2,675.00 9,900.00 *	9,900.00
19217	1	MIKE LEE	001861		10/10/2023	101-0000-204.03-01	796.19 796.19 *	796.19
19218	1	MORRIS/NEEDLES PROPERTIES	001899		10/10/2023	101-0000-204.03-01	2,212.15 2,212.15 *	2,212.15
19219	194	NEEDLES CHAMBER OF COMMERCE	001746		10/10/2023	101-1060-410.54-06	2,000.00 2,000.00 *	2,000.00
19220	218	NEWS WEST PUBLISHING CO.	001734		10/10/2023	502-4710-471.53-00	36.77 36.77 *	36.77

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

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19221	1786	NPUA	001771		10/10/2023	206-5771-452.41-10	45.26	VOIDED
19222	1786	NPUA	001772		10/10/2023	206-5771-452.41-20	7,186.88	VOIDED
19223	1786	NPUA	001773		10/10/2023	206-5771-452.41-30	81.88	
			001774		10/10/2023	502-4710-471.41-10	63.93	
			001775		10/10/2023	502-4710-471.41-10	269.16	
			001776		10/10/2023	502-4710-471.41-10	3,471.63	
			001777		10/10/2023	510-4410-405.41-10	2,123.08	
			001778		10/10/2023	510-4410-405.41-20	236.72	
			001779		10/10/2023	510-4410-405.41-30	2,374.52	
			001780		10/10/2023	101-2020-423.41-10	532.05	
			001781		10/10/2023	101-2020-423.41-20	93.10	
			001782		10/10/2023	101-2020-423.41-30	163.76	
			001783		10/10/2023	101-5774-452.41-10	336.24	
			001784		10/10/2023	101-5774-452.41-20	243.03	
			001785		10/10/2023	101-5770-452.41-10	1,752.91	
			001786		10/10/2023	101-5770-452.41-20	385.16	
			001787		10/10/2023	101-5770-452.41-30	81.88	
			001788		10/10/2023	502-4710-471.41-10	49.07	
			001789		10/10/2023	502-4710-471.41-10	48.81	
			001790		10/10/2023	101-5772-452.41-10	51.41	
			001791		10/10/2023	101-5772-452.41-20	74.28	
			001792		10/10/2023	101-5772-452.41-10	69.70	
			001793		10/10/2023	101-5772-452.41-20	334.39	
			001794		10/10/2023	101-5772-452.41-30	45.88	
			001795		10/10/2023	101-5772-452.41-20	45.88	
			001796		10/10/2023	101-5772-452.41-20	106.87	
			001797		10/10/2023	101-5772-452.41-20	215.23	
			001798		10/10/2023	101-5772-452.41-30	81.88	
			001799		10/10/2023	101-5772-452.41-10	76.11	
			001800		10/10/2023	101-5772-452.41-10	293.11	
			001801		10/10/2023	101-5772-452.41-10	34.01	
			001802		10/10/2023	101-5772-452.41-20	45.88	
			001803		10/10/2023	101-5772-452.41-10	65.54	
			001804		10/10/2023	101-5772-452.41-20	286.97	
			001805		10/10/2023	101-5772-452.41-20	2,587.75	
			001806		10/10/2023	101-5772-452.41-10	15.91	
			001807		10/10/2023	101-3010-431.41-10	447.24	
			001808		10/10/2023	101-3010-431.41-20	67.77	
			001809		10/10/2023	101-3010-431.41-30	409.40	
			001861		10/10/2023	502-4710-471.41-10	34.01	
			001861		10/10/2023	503-4720-475.41-10	40.96	
			001861		10/10/2023	503-4720-475.41-20	45.88	
			001861		10/10/2023	503-4720-475.41-10	34.01	
			001861		10/10/2023	503-4720-475.41-20	211.60	
			001861		10/10/2023	503-4720-475.41-10	36.77	
			001861		10/10/2023	503-4720-475.41-10	403.31	
			001861		10/10/2023	503-4720-475.41-20	46.19	
			001861		10/10/2023	503-4720-475.41-10	9,375.86	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19223	1786	NPUA	001861		10/10/2023	503-4720-475.41-20	256.95	
			001861		10/10/2023	580-4750-473.41-11	52.33	
			001861		10/10/2023	503-4720-475.41-10	44.90	
			001861		10/10/2023	503-4720-475.41-20	46.01	
			001861		10/10/2023	580-4750-473.41-11	36.84	
			001861		10/10/2023	580-4750-473.41-11	53.95	
			001919		10/10/2023	101-5772-452.41-20	1,459.72	
			001919		10/10/2023	101-5772-452.41-20	1,239.57	
			001919		10/10/2023	101-5772-452.41-10	45.79	
			001919		10/10/2023	101-5772-452.41-10	34.33	
			001919		10/10/2023	101-5772-452.41-20	211.60	
			001919		10/10/2023	101-5772-452.41-10	44.07	
			001919		10/10/2023	101-5772-452.41-20	241.90	
			001919		10/10/2023	101-5772-452.41-10	38.94	
			001919		10/10/2023	101-5772-452.41-20	256.15	
			001919		10/10/2023	101-5772-452.41-20	3,776.68	
			001919		10/10/2023	101-5772-452.41-10	313.16	
			001925		10/10/2023	507-5762-454.41-10	2,244.67	
			001927		10/10/2023	507-5762-454.41-30	245.64	
			001928		10/10/2023	507-5762-454.41-10	120.91	
			001929		10/10/2023	507-5761-453.41-20	80.06	
			001930		10/10/2023	507-5761-453.41-20	51.66	
			001931		10/10/2023	507-5761-453.41-20	58.60	
			001932		10/10/2023	507-5761-453.41-20	247.44	
			001933		10/10/2023	507-5761-453.41-20	12,333.48	
			001934		10/10/2023	507-5762-454.41-20	293.67	
			001919		10/10/2023	101-5772-452.41-20	1,089.87	
			001955		10/10/2023	101-1070-410.41-10	1,968.19	
			001956		10/10/2023	101-1070-410.41-20	219.11	
			001957		10/10/2023	101-1070-410.41-30	81.88	
			001958		10/10/2023	580-4750-473.41-11	36.57	
			001959		10/10/2023	580-4750-473.41-11	33.38	
			001960		10/10/2023	580-4750-473.41-20	35.48	
			001961		10/10/2023	580-4750-473.41-11	59.13	
			002015		10/10/2023	502-4710-471.41-10	12,088.99	
			002016		10/10/2023	502-4710-471.41-10	843.05	
			002017		10/10/2023	502-4710-471.41-10	9,760.17	
			002018		10/10/2023	502-4710-471.41-10	2,444.14	
			002019		10/10/2023	502-4710-471.41-10	4,185.14	
			002032		10/10/2023	101-5773-452.41-10	57.02	
			002033		10/10/2023	101-5774-452.41-10	1,671.56	
			002034		10/10/2023	101-5774-452.41-20	233.36	
			002035		10/10/2023	101-5774-452.41-30	163.76	
							67,983.60 *	67,983.60
19224	1786	NPUA	001768		10/10/2023	575-5555-485.41-10	604.58	
			001769		10/10/2023	575-5555-485.41-20	3,899.06	
			001770		10/10/2023	575-5555-485.41-30	4,517.53	
							9,021.17 *	9,021.17

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19225	1	PARKER, MYLES	UT		10/10/2023	501-0000-211.00-00	177.94 177.94 *	177.94
19226	3767	PATRICK MARTINEZ	001950 001950 001950 001950		10/10/2023 10/10/2023 10/10/2023 10/10/2023	101-2030-423.55-00 101-1035-416.55-00 101-2025-424.55-00 101-1040-417.55-00	69.00 69.00 69.00 69.00 276.00 *	
19227	1	PORTER, REBECCA S	UT		10/10/2023	501-0000-211.00-00	6.63 6.63 *	6.63
19228	4142	PUBLIC HOUSING AUTHORITY	001747		10/10/2023	575-5555-485.56-00	185.00 185.00 *	185.00
19229	1578	PURCHASE POWER	002022		10/10/2023	510-4410-405.52-20	180.39 180.39 *	180.39
19230	818	R & R PRODUCTS INC.	001736 001935 002036		10/10/2023 10/10/2023 10/10/2023	507-5761-453.63-00 507-5761-453.43-04 507-5761-453.61-12	206.53 179.02 179.02 564.57 *	564.57
19231	2861	REINKE A/C CORP.	001737		10/10/2023	580-4750-473.54-62	8,987.36 8,987.36 *	8,987.36
19232	309	REPUBLIC SERVICES #78	PI0056	024002	10/10/2023	505-4730-472.31-87	102,325.76 102,325.76 *	102,325.76
19233	4049	ROGER MILLER	002057		10/10/2023	507-5761-453.63-00	105.20 105.20 *	105.20
19234	3796	ROUTE 66 BROADBAND LLC	001963 001964 001965 001966 002020 002037 002038 002059 002060		10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023	101-1030-414.52-10 509-4910-479.52-12 503-4720-475.52-10 580-4750-473.52-10 101-2020-423.52-10 101-5774-452.52-10 101-5773-452.52-10 507-5761-453.52-10 507-5762-454.52-10	285.00 320.00 85.00 200.00 160.00 165.00 190.00 180.00 180.00 1,765.00 *	1,765.00
19235	1	ROUTE 66 RIVER NURSERY	001915		10/10/2023	101-0000-204.03-01	1,810.40 1,810.40 *	1,810.40
19236	3361	S.B.COUNTY SHERIFF'S DEPA	001967 001968		10/10/2023 10/10/2023	101-2010-421.31-80 225-2010-421.31-80	19,856.50 347.50 20,204.00 *	20,204.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19237	4058	S-NET COMMUNICATIONS INC.	001970		10/10/2023	510-4410-405.52-10	1,598.28	1,598.28
19238	1	SAM ALLRED	001750		10/10/2023	101-0000-204.03-01	948.74	948.74
19239	1	SANTIAGO COMMUNITIES, INC	001939		10/10/2023	101-0000-204.03-01	1,766.86	1,766.86
19240	752	SILLY CACTUS INC	001969		10/10/2023	101-1030-414.61-04	39.81	39.81
19241	4001	SIMPLOT TURF & HORTICULTU	001741		10/10/2023	507-5761-453.60-10	2,504.62	2,504.62
			PI0054	024051	10/10/2023	507-5761-453.61-07	37,206.08	37,206.08
19242	1826	SIMPSON NORTON CORP.	001740		10/10/2023	507-5761-453.43-17	39,710.70	39,710.70
19243	3929	STAR NURSERY, INC	001738		10/10/2023	101-5772-452.61-12	233.84	233.84
19244	3605	STATEWIDE TRAFFIC SAFETY	001739		10/10/2023	101-5772-452.61-12	97.55	97.55
19245	1	SUSAN MC CLANAHAN	001943		10/10/2023	101-3010-431.61-05	97.55	97.55
19246	779	THATCHER COMPANY OF NEVAD	001947		10/10/2023	101-0000-204.03-01	750.00	750.00
19247	4008	THE PRINTER GUYS LLC	001735		10/10/2023	101-2030-423.61-02	3,884.56	3,884.56
			001936		10/10/2023	508-4810-478.61-02	3,884.56	3,884.56
			001970		10/10/2023	101-2030-423.61-02	65.00	65.00
19248	3395	TKO DISTRIBUTION	002039		10/10/2023	502-4710-471.60-32	4,270.97	4,270.97
19249	2798	U.S. DEPARTMENT OF ENERGY	001694		10/10/2023	101-5770-452.60-32	109.98	109.98
			002048		10/10/2023	580-4750-473.63-10	169.00	169.00
19250	3830	UNIFIRST CORPORATION	001751		10/10/2023	511-3020-432.61-04	65.00	65.00
			001752		10/10/2023	511-3020-432.61-04	343.98	343.98
			001753		10/10/2023	580-4750-473.61-04	262.60	262.60
			001754		10/10/2023	575-5555-485.61-04	262.60	262.60
			001755		10/10/2023	101-5772-452.61-04	22,199.26	22,199.26
			001756		10/10/2023	502-4710-471.61-04	15,885.08	15,885.08
			001757		10/10/2023	101-5774-452.61-06	38,084.34	38,084.34

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
19250	3830	UNIFIRST CORPORATION	001758 001759 001760 001938 002042 002043 002044 002045 002046 002047 002058		10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023	508-4810-478.61-04 575-5555-485.61-04 101-5772-452.61-04 507-5762-454.43-08 101-5774-452.61-06 508-4810-478.61-04 502-4710-471.61-04 580-4750-473.61-04 503-4720-475.61-04 503-4720-475.61-04 507-5762-454.43-08	7.53 5.61 158.83 7.94 9.06 7.53 29.64 137.83 38.89 16.83 7.94 915.81 *	915.81
19251	475	VASQUEZ & COMPANY LLP	PI0060 PI0061 PI0062	024053 024053 024053	10/10/2023 10/10/2023 10/10/2023	502-4710-471.31-49 503-4720-475.31-49 580-4750-473.31-90	6,666.67 6,666.67 6,666.66 20,000.00 *	20,000.00
19252	1917	VIRGINIA TASKER	001761		10/10/2023	101-1025-415.31-90	500.00 500.00 *	500.00
19253	1	VLADIMIR BOCHNANU	002049		10/10/2023	101-0000-204.03-01	1,244.08 1,244.08 *	1,244.08
19254	3528	WESTERN ENVIRONMENTAL TES	002050 002051 002052 002055		10/10/2023 10/10/2023 10/10/2023 10/10/2023	502-4710-471.59-75 502-4710-471.59-75 503-4720-475.59-75 503-4720-475.59-75	588.00 307.00 307.00 657.00 1,859.00 *	1,859.00
19255	1023	XEROX	001762		10/10/2023	101-5774-452.74-20	95.18 95.18 *	95.18
19256	3828	3D-NETWORKS LLC	001937 001944 001945 001946 002040 002041 002056		10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023 10/10/2023	509-4910-479.31-90 507-5761-453.43-17 509-4910-479.31-53 510-4410-405.43-01 509-4910-479.31-90 509-4910-479.31-53 509-4910-479.31-90	2,662.50 675.00 300.00 750.00 2,250.00 600.00 1,750.00 8,987.50 *	8,987.50
BANK/CHECK TOTAL							555,776.00	555,776.00
ALL BANKS/CHECKS TOTAL							555,776.00	555,776.00



City of Needles, California Request for Council Action

Item 12.

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

Meeting Date: October 10, 2023

Title: Ratify the City Manager's Signature for the California for All Animals Statewide Animal Shelter Services Agreement dated October 5, 2023

Background: California for All Animals offers a Welcome Grant in the amount of \$5,000 to fund general operating expenses of municipal and private shelters. The city of Needles on behalf of the Needles Animal Shelter applied for the program in late September 2023.

On October 4th, the city was awarded the \$5,000 Welcome Grant. The one-time award of \$5,000 can be used for general operating expenses of the Needles Animal Shelter. Funds cannot be used for construction costs.

Fiscal Impact: \$5,000 increase in FY24 Animal Control general fund expenditures.

Recommended Action: Ratify the City Manager's Signature for the California for All Animals Statewide Animal Shelter Services Agreement dated October 5, 2023

Submitted By: Rainie Torrance, Utility Manager

City Management Review: R. Torrance

Date: 10/5/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 12

UC Davis Agreement # _____

SHELTER SERVICES AGREEMENT
(City of Needles)

THIS SHELTER SERVICES AGREEMENT (“**Agreement**”) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and CITY OF NEEDLES (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$5,000 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from October 10, 2023 through January 31, 2027.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Contract Compliance.** As applicable, if this Agreement is funded wholly or in part with by a grant or contract from an agency of any state or federal government, Shelter shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
12. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)

Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail:

SHELTER (regarding contracts)

Rainie Torrance
Utility Manager
City of Needles
817 3rd St
Needles, CA 92363
E-mail: rtorrance@cityofneedles.com

UNIVERSITY (regarding project)

Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

13. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
14. **Governing Law.** This Agreement shall be construed pursuant to California law.

15. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.
16. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
17. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.
18. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

CITY OF NEEDLES

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
(authorized signature)

By: _____

Print name: Patrick Martinez

UC Davis

Title: City Manager

Date: 10-5-2023

Date: _____

Exhibit A

Scope of Work

1. Purpose of the work: *City of Needles will receive funds for general operating expenses.*
2. Roles and responsibilities of each party: *City of Needles will provide historical data from 2018 to 2022, and annual data through 2026 to UC Davis Koret Shelter Medicine Program in support of the California for All Animals (CA4AA) program. KSMP will support the shelter to comply with data requirements.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of October 10, 2023 through January 31, 2027.*
4. Location where work will be performed: *817 3rd St, Needles, CA 92363*
5. Required deliverables: *Annual data reports will be required for the life of the program.*
6. Total cost of the services: *Total of services not to exceed \$5,000. No construction costs will be funded through this grant.*
7. Payment schedule: *Payment will be upon execution of the agreement.*
8. Anticipated additional work: *Additional work is not anticipated at this time.*



City of Needles, California

Request for Council Action

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

Meeting Date: October 10, 2023

Title: Approve Resolution 2023-54 Renaming the Lillyhill Booster Station to the William “Bill” M. Claypool III Booster Station

Background: On June 28, 2022, City Council adopted Resolution No. 2022-52 which established a policy for naming city-owned land, buildings and facilities. William (Bill) Claypool III was a long time Needles Utility Board Member (27 + years) and is responsible for many accomplishments for the City of Needles Utilities. Mr. Claypool meets the requirements for naming city-owned facilities. Below is a highlight of his accomplishments:

Lower Colorado River Land Use Plan – After the Davis Dam was built, land was going to go to waste, and Mr. Claypool pushed for Bureau of Reclamation to develop a plan to use it for public use. The land use plan was just the beginning of recreation on the Colorado River as it resulted in Lake Havasu City, Parker Strip and City of Bullhead area.

Water Rights – Mr. Claypool was on the land use committee and the 1964 water rights decree. Mr. Claypool realized that an individual could have a lease to land use but without water rights the lease was not worth anything.

Lower Colorado River Water Supply Project – BOR installs and pumps Colorado River back into the All-American Canal, Coachella Valley received the water and the City of Needles received legal water rights. Mr. Claypool was the major force in getting the project up and running, the idea of lining the All-American Canal and

In honor of Mr. Claypool’s years of service to community, its citizens and the Board of Public Utilities Authority and his commitment to securing water right entitlements for Needles the Lillyhill Booster Station is to be renamed the William “Bill” Claypool Booster Station.

Recommended Action: Approve Resolution 2023-54 Renaming the Lillyhill Booster Station to the William “Bill” M. Claypool III Booster Station

Submitted By: Rainie Torrance, Utility Manager

City Management Review: <u><i>Rick</i></u>		Date: <u>10/2/23</u>
Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>
		Other: <input type="checkbox"/>
		Agenda Item: <u>13</u>

RESOLUTION NO. 2023-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES,
CALIFORNIA, RENAMING THE LILLYHILL BOOSTER STATION
TO THE WILLIAM "BILL" M. CLAYPOOL BOOSTER STATION

WHEREAS, William "Bill" M. Claypool has been actively involved in Board of Public Utilities for over five decades; and

WHEREAS, Bill's public involvement has included service on the Needles Unified School District Board of Trustees, Needles Board of Public Utilities, the San Bernardino Valley Community College Board, Lower Colorado River Industrial Foundation, Lower Colorado Land Use Commission, and in addition, Bill has been honored by the Colorado River Association and the U.S. Department of Interior, Bureau of Reclamation for his involvement in Colorado River water issues; and

WHEREAS, Bill, with political contacts from San Bernardino County to Sacramento to Washington D.C., pushed ahead to protect the City's Colorado River water allocation by working closely with Congressman Jerry Lewis so that the United States Congress ultimately authorized the Lower Colorado Water Supply Project, a program that guarantees the City and area residents sufficient water for the future; and

WHEREAS, Bill donated volumes and volumes of books, papers, and other personal information on water, water rights, the laws of the Colorado River, and other historical records and maps pertaining to the Colorado River, information that he collected during his many years in fighting for the City's water future, to the University of California at San Bernardino and such information is now available for public access in the William M. Claypool III Library on-site at the University; and

WHEREAS, Bill, with his insight and far-thinking idealism, was an instrumental and integral part of the City's purchase of the electric utility company from CP National in the early 1980's, a purchase that saved a substantial rate increase to the Needles electric customers due to CPN's eminent loss of hydropower; and

WHEREAS, were it not for Bill and his steadfast commitment to Needles and those who live here, Interstate 40 would have by-passed our community during construction in the 1970's, an event that would most definitely have been the ultimate demise of the City of Needles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby renames the Lillyhill Booster Station to the William "Bill" M. Claypool III Booster Station.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of October 2023, by the following roll call vote:

AYES:

Resolution 2023-54 Renaming the Lillyhill Booster Station to the William "Bill" M. Claypool III

NOES:
ABSENT:
ABSTAIN:

Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney



City of Needles, California Request for City Council Action

Item 14.

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Board of Public Utilities

Meeting Date: October 10, 2023

Title: Award the Base Bid for the Public Restroom Sewer line Repair project to New Power Contracting for Building Mechanicals for a total bid amount of \$24,750 plus 10% contingency for a total project cost of \$27,225.

Background: In recent weeks, the existing underground waste sewer pipe at the Needles Golf Course Restrooms failed and began backing up within the building. Maintenance staff investigated the issue and found that the existing pipe beneath the concrete is made of cast iron and has deteriorated beyond repair. Therefore, the entire underground pipe must be replaced with a new pipe.

The scope of this project will include removing existing fixtures within the building, removing concrete, exposing the existing pipe, removing and replacing the deteriorated pipe and restoring the restroom to its existing condition.

On August 30, 2023, the Public Restroom Sewer Line Repair project was placed out for bid with a bid opening date of September 20, 2023. One (1) bid was received from New Power Contracting for Building Mechanicals in the amount of \$24,750.00. A bid evaluation has been completed and New Power Contracting was found to be the successful bidder.

Fiscal Impact: A total not to exceed \$27,225 for construction of the project to be funded by an increase of \$27,225 to the Golf Pro Shop Building Maintenance/Repair fund from General Fund Reserves.

Finance Dept.

Recommendation: Award the Base Bid for the Public Restroom Sewer line Repair project to New Power Contracting for Building Mechanicals for a total bid amount of \$24,750 plus 10% contingency for a total project cost of \$27,225; and authorize staff to execute a Public Works Agreement with the Contractor and issue a Notice of Award and Notice to Proceed.

Submitted By: Kathy Raasch, Projects Manager

City Management Review:

Date: 9/25/23

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

AGENDA ITEM: 14

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ity of Needles
Bid Results for Project Public Restroom Sewerline Repair (GO2401)
Issued on 08/30/2023
Bid Due on September 20, 2023 3:30 PM (PDT)
Exported on 09/27/2023

Line Totals (Unit Price * Quantity)					
Item Num	Section	Description	Unit of Measure	Quantity	New Power Contracting for Building Mechanicals
1	Base Bid	Mobilization/Demobilization (5% max of total bid)	LS	1	\$1,300.00
2	Base Bid	Temporary Fencing - Job Security	LS	1	\$750.00
3	Base Bid	Plumbing Permit	LS	1	\$200.00
4	Base Bid	Demolition, Remove Fixtures	LS	1	\$6,000.00
5	Base Bid	Plumbing Repair	LS	1	\$15,000.00
6	Base Bid	Restoration	LS	1	\$1,500.00
				Subtotal	\$24,750.00
				Total	\$24,750.00



City of Needles, California Request for City Council Action

Item 15.

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Board of Public Utilities

Meeting Date: October 10, 2023

Title: Resolution 2023-57, Authorizing City Manager to Execute the Program Supplement No. F004 to Administering Agency-State Agreement for Federal-Aid Projects with the State of California Department of Transportation (Caltrans) for the administration of Federal-Aid funds for the Obernolte Water Service Replacement and Street Improvements project.

Background: City of Needles Obernolte Water Service Replacement and Street Improvements Project is funded under the Community Project Funding/Congressionally Directed Spending (CPFCDs) program sponsored by Congressman Jay Obernolte and administered by Caltrans.

Caltrans has a requirement to have an authorized person to execute any Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation.

Fiscal Impact: The City was awarded federal funding under the Community Project Funding/Congressional Directed Spending program being administered by Caltrans in the amount of \$757,803.00 for FY24 with a City match of \$366,180.


Finance Dept.

Recommendation: Adopt Resolution 2023-57, Authorizing City Manager to Execute Program Supplement No. F004 to Administering Agency-State Agreement for Federal-Aid Projects with the State of California Department of Transportation (Caltrans) for the administration of Federal-Aid funds for the Obernolte Water Service Replacement and Street Improvements project.

Submitted By: Kathy Raasch, Projects Manager

City Management Review: 

Date: 10/5/23

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

RESOLUTION NO. 2023-57

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, AUTHORIZING ACCEPTANCE OF COMMUNITY
PROJECT FUNDING/CONGRESSIONALLY DIRECTED SPENDING SPONSORED BY
CONGRESSMAN JAY OBERNOLTE FOR THE OBERNOLTE WATER SERVICE
REPLACEMENT AND STREET IMPROVEMENTS PROJECT

WHEREAS, the City of Needles is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed and

WHEREAS, the City of Needles wishes to delegate authorization to execute these agreements and any amendments thereto to the Mayor all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation and

NOW, THEREFORE, BE IT RESOLVED that

- 1) The Mayor is hereby authorized and directed to sign and file, for and on behalf of the City of Needles/Needles Public Utility Authority a supplemental agreement from Caltrans for the Project;
- 2) The Mayor or designee is hereby authorized to represent the City of Needles/Needles Public Utility Authority in carrying out the City of Needles/Needles Public Utility Authority responsibilities under the supplemental agreement, including approving and submitting disbursement requests (including Claims for Reimbursement) or other required documentation, compliance with applicable state and federal laws, and making any other necessary certifications;
- 3) The authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. Caltrans is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by the Caltrans. Caltrans shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation documents of the City of Needles/Needles Public Utility Authority in any other document.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of October, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

PROGRAM SUPPLEMENT NO. F004
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5220F15

Adv. Project ID
 0823000107

Date: September 29, 2023
Location: 08-SBD-1-NED
Project Number: CPFCD5-5220(010)
E.A. Number:
Locode: 5220

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/19/2019 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: From Cornado St to Broadway St

TYPE OF WORK: Road Related - Other

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Y928		LOCAL	OTHER
\$1,123,983.00		\$757,803.00	\$366,180.00	\$0.00

CITY OF NEEDLES

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

Jennie Yee

Date 9/29/2023

\$757,803.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ORDINANCE NO. 664-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, ADOPTING ORDINANCE NO. 664-AC, AMENDING SECTION 13-44 OF THE NEEDLES MUNICIPAL CODE (NMC) TO PROHIBIT STOPPING, STANDING, OR PARKING AT ELECTRIC VEHICLE CHARGING STATIONS UNLESS THE VEHICLE IS CONNECTED FOR ELECTRIC CHARGING; VIOLATORS SUBJECT TO TOWING

WHEREAS, the City may designate stalls or spaces on a public street within its jurisdiction for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes; and

WHEREAS, public vehicle charging stations currently do not have signage to prohibit stopping, standing, or parking of vehicles unless the vehicle is connected for electric charging; and

WHEREAS, the City Council wishes to erect signs to prohibit stopping, standing, or parking of vehicles on a public street or publicly owned parking facility unless the vehicle is connected for electric charging and would be subject to towing; and

WHEREAS, on September 12, 2023, the City Council of the City of Needles conducted and concluded a public hearing concerning the amendment to Section 13-44, Stopping, standing or parking prohibited at certain places, of the Municipal Code, as more fully set forth below; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred; and

WHEREAS, the City Council has considered the matter carefully,

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

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

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

SECTION 3. The City Council **HEREBY APPROVES** Ordinance 664-AC for an amendment to the Needles Municipal Code (NMC) as follows:

Sec. 13-44. Stopping, standing, or parking prohibited at certain places.

By adding (d) to Section 13-44:

- (d) It shall be unlawful for a person to park or leave standing a vehicle in a stall or space designated for electric charging on a public street or publicly owned parking facility unless the vehicle is connected for electric charging purposes. It shall be further unlawful for any person to obstruct, block or otherwise bar access to stalls or spaces designated as electric charging

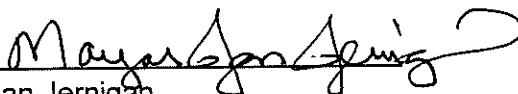
Oct. 10, 2023 17#


stations. Vehicles parked or standing in violation of this ordinance shall be subject to being towed.

Towing: Subject to the requirements set forth in California Vehicle Code Section 22511, any peace officer or any regularly employed and salaried employee of the City who is authorized to engage and is engaged in directing traffic or enforcing parking laws and regulations may remove, or cause to be removed, a vehicle in violation of this section.

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 September 2023, by the following roll call vote:

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


 Mayor Jan Jernigan

Attest: 
 City Clerk, Dale Jones. CMC

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of October 2023.

AYES:
 NOES
 ABSENT
 ABSTAIN


 Mayor Jan Jernigan

(Seal)

Attest: _____
 City Clerk, Dale Jones. CMC

Approved as to form:


 City Attorney John Pinkney



City of Needles, California Request for City Council Action

Item 17.

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Board of Public Utilities

Meeting Date: October 10, 2023


Title: Aquatic Center Audit and Summary of Findings

Background: The City owns and operates a municipal aquatic center which is aged and deteriorating. The facility consists of a 6-lane swimming pool, a wading pool, waterslide, restrooms, admission room, and snack bar. In an effort to fully evaluate and put a cost to needed repairs, the City engaged Aquatic Design Group (ADG) to audit the existing site and provide a report of its current condition.

A site visit was performed in April 2023 and ADG completed the evaluation in July. The attached report includes a summary of the existing conditions, code violations, deficiencies, and proposed improvements for rehabilitation of the pools, water slide and related equipment. The document includes costs associated with recommended repair for budgeting and seeking funding opportunities.

Staff will present a summary of the findings in the attached Audit for discussion.

Fiscal Impact: None at this time


Finance Dept.

Recommendation: Provide Staff Direction

Submitted By: Kathy Raasch, Projects Manager

City Management Review:



Date:

9/28/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 

273

Needles Aquatic Center Assessment By Aquatic Design Group

Item 17.

Aquatic Design Group was solicited by staff to visit and audit the Needles Aquatic Center facilities to identify any code violations, ADA accessibility issues, mechanical or site deficiencies and to propose improvements to rehabilitate the site.

The facility is over 20 years old and is showing signs of aging beyond its useful life. Significant repair and or renovation is necessary to bring it up to current codes and repair/replace its deteriorating surfaces. Plaster coming off, tile needs repair/replacement, coping is failing, pool markings are out of compliance, and many other items listed in the report.

The pool is typically open **May through September** and offers the following activities:

Recreational Swimming
Lap Swimming
Learn-to Swim Classes
Swim Team Practices
Aquatic Fitness Classes

Code Compliance Issues:

Main drains, pool finish, Perimeter enclosure, Decking, Misc.	\$743,200
---------------------------------------------------------------	------------------

ADA Access Concerns:

Access from parking & right of way, stairs, restrooms showers, concrete pads, sidewalks, etc.	\$322,000
--------------------------------------------------------------------------------------------------	------------------

Mechanical & Maintenance Concerns:

Mechanical & chemical equipment, water slide maintenance Skimmer boxes	\$367,000
---------------------------------------------------------------------------	------------------

Enhancements:

Main Pool	\$285,000	
Wading Pool to Splash Pad	\$550,000	
New Water Slide	\$250,000	
Restroom Renovations	\$275,000	
Shower Renovations	\$275,000	
Snack Bar Interior Improvements	\$ 35,000	\$1,670,000

<u>Subtotal</u>	<u>\$3,102,200</u>
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General Contractor Markup (15%)	\$465,330
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Mobilization, bonds, insurance, prevailing wage

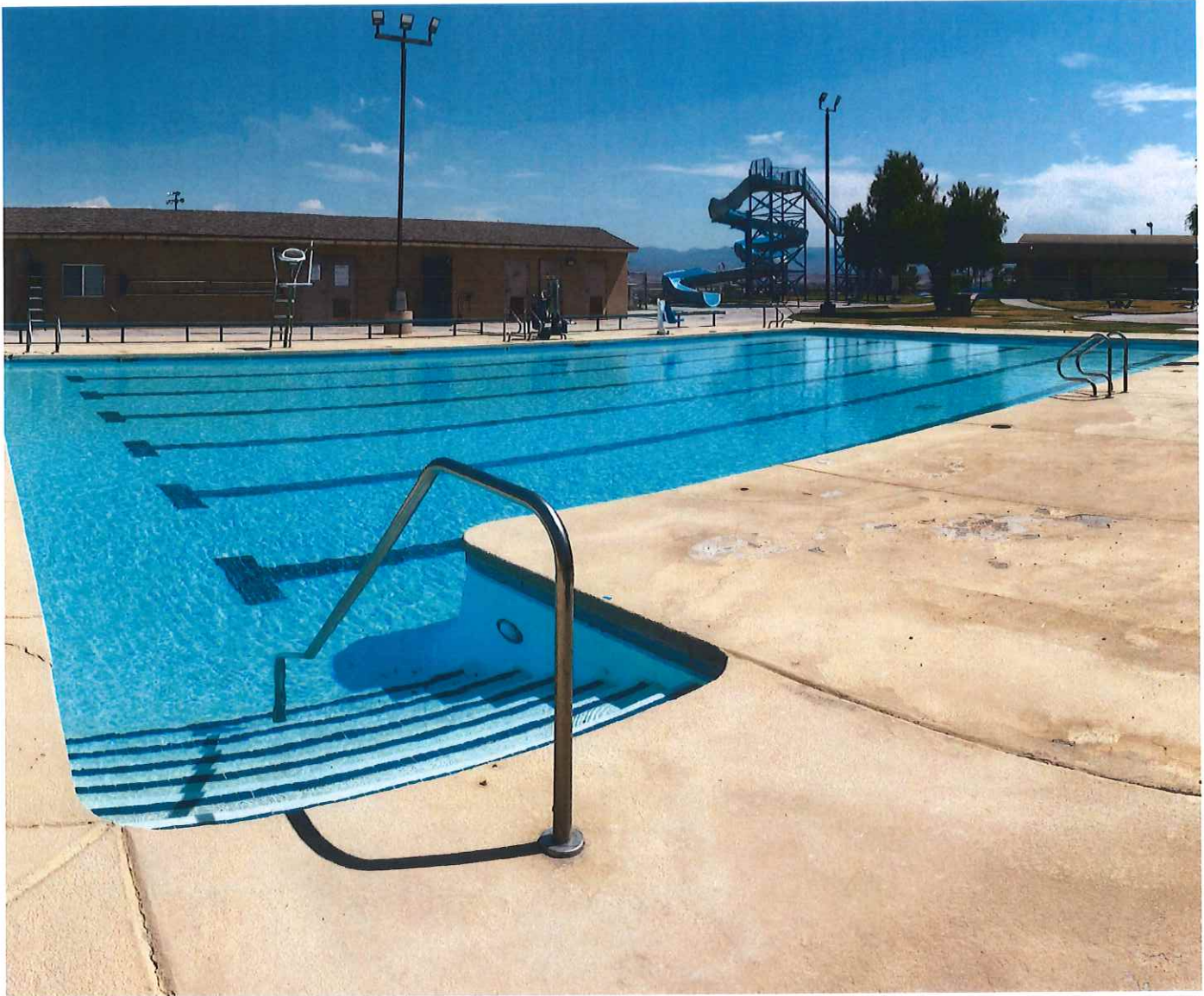
Construction Contingency (10%)	\$310,220
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Design Contingency (5%)	\$155,110
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Outside costs

Permit fees, inspection, Project Management, Geotechnical investigation, and cost escalation	\$763,660
-------------------------------------------------------------------------------------------------	------------------

<u>Total</u>	<u>\$4,796,520</u>
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CITY OF NEEDLES AQUATIC CENTER AUDIT

AUGUST 2023





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A. INTRODUCTION

Aquatic Design Group (ADG) visited the City of Needles Aquatic Center located in Needles, California on May 19, 2023 to perform an audit of the swimming pools and water feature, as well as their systems and equipment. The aquatic center was not open for use but some of the systems were in operation during ADG's site visit. The facility has the following outdoor bodies of water:

- **A 6-lane x 25-yard swimming pool**
- **A wading pool with spray features**
- **A 744 square foot slide receiving pool with water slide**

Staff representing the City of Needles met with ADG during the site visit.

The following report includes a summary of the existing conditions, code violations, deficiencies and proposed improvements for rehabilitation of the City of Needles Aquatic Center pools, water slide and related equipment. The scope of this report includes the swimming pools, water slide, pool deck area, and pool / slide mechanical equipment. It excludes the structural integrity of the swimming pool shells and pool and slide appurtenances. Note this also excludes evaluation of the building, building systems and building structural. It is possible that a facility of this age could have underlying issues that have gone unnoticed by staff and are not apparent to a visual inspection. This report attempts to provide an accurate and realistic assessment of existing conditions. Our observations are based upon the conditions we could observe and information provided by staff. This report should be read in full with no excerpts to be fully representative of the findings and has been prepared in conjunction with Community Works Design Group for the exclusive use by the City of Needles. No liability is accepted for any use of or reliance on the report by third parties.

This report identifies any violations of codes that were found. Some of these violations may currently be operating on a grandfathered exemption, meaning they complied with code when they were built but code changes since make them not compliant with current code. It is important to note that though some grandfatherable exemptions by the County Environmental Health Services Department may allow the swimming pools to legally operate in non-compliance of current standards, liability of any health and safety risks to the public may still remain. We therefore recommend that these issues be reviewed on an individual basis to determine the disposition and possible remedies for each violation. Some violations may be due to modifications to the code over the years. Providing that a violation is not deemed an immediate health or safety risk the County Environmental Health Services Department may allow the

violation to exist as a "grandfatherable condition." These grandfathered conditions are normally allowed to exist until such time as when the facility is having work done in which the scope of the work will allow for the violation to be remedied. If such work were going to take place, then the County Environmental Health Services department would demand that the violations be brought into compliance.

In addition to the code violations being of concern to the County Environmental Health Services Department, they may be of concern to the City's Risk Manager as well. If a facility is in violation of the current code, the liability exposure alone may warrant the remedy of the violation. Given the subjective nature of the interpretation of the code, violations that may be deemed a grandfatherable violation at one point may not be allowed at another time or by a different inspector.

This report also analyzes accessibility in the path of travel to and from the pools and adjacent buildings. On May 23, 2023, Certified Access Specialist Scott Rice (CASP-709) toured the Aquatic Center facility under the supervision of City staff. He proceeded through the facility in the anticipated progression of a typical patron, starting at the City right-of-way and parking lot, then to the point of entry, restrooms/showers, concession area, poolside seating and circulation walks, followed by the aquatic amenities. Through a series of physical measurements using a 25' measuring tape, 24" smart level and door pressure gauge, he documented the discrepancies noted between existing site conditions and the current accessibility codes and standards, including but not necessarily limited to 2010 Americans with Disabilities Act (ADA) Standards and the 2022 California Building Code, Chapter 11B (Accessibility to Public Buildings). The accessibility findings are in section "F" of this report.

The estimated opinion of probable costs identified in the itemized sections of "E" thru "G" of this report includes materials and labor for the repair, but does not include architectural or engineering design costs or complete project soft costs that may occur. Structural analysis of the pool and slide structures, pool and slide mechanical spaces, or other spaces will require destructive testing which is not included in the scope of this report.



Image 1: Water Slide at Needles Aquatic Center

For the purpose of this report the facility's compliance with current codes and standards will be examined. The current codes and standards that may apply are:

- **Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)**
- **Americans with Disabilities Act (ADA)**
- **California Plumbing Code (CPC), 2022 Edition**
- **California Building Code (CBC), Chapter 31B, 2022 Edition**
- **California Mechanical Code (CMC), 2022 Edition**
- **California Fire Code (CFC), 2022 Edition**
- **International Swimming Pool and Spa Code (ISPSC) Standards, 2021 Edition**
- **Model Aquatic Health Code (MAHC), 2023 Edition**
- **Pool and Hot Tub Alliance Standards (PHTA)**
- **Federal Virginia Graeme Baker Pool and Spa Safety Act (VGBA)**
- **California AB1020 (AB1020)**
- **Occupational Safety and Health Administration (OSHA)**

C. SWIMMING POOLS AND WATER SLIDE DATA

The Needles Aquatic Center was built in 1990. Original drawings from 1989 were provided to ADG. The data compiled in this section of the report is based upon information from drawings and staff as well as images taken by ADG and observations made during the site visit.

6-Lane x 25-Yard Swimming Pool:

- **Dimensions:** 75'-0" long x 45'-0" wide (per drawings)
- **Perimeter:** 290 linear feet (per drawings)
- **Surface Area:** 3,519 square feet (per drawings)
- **Volume:** 115,425 gallons (per staff)
- **Lanes:** Six (6) 25-yard, 7'-6" in width (per drawings)
- **Depths:** 3'-6" to 5'-0" (per depth markers observed during site visit)
- **Finish:** Paint and tile (observed during site visit)
- **In-Pool Lights:** Fourteen (14) (observed during site visit)
- **Pool Main Drains:** Three (3) 12" x 12" to draw water from the pool bottom for recirculation (observed during site visit)
- **Gutter:** Surface skimmer system with eight (8) skimmers (observed during site visit)
- **Ingress and Egress:** Four (4) sets of grabrails with recessed steps, two (2) sets of walk-out stairs and one (1) ADA compliant lift (observed during site visit)
- **Floor Inlets:** Eight (8) (per drawings)
- **Wall Inlets:** Six (6) (observed during site visit)
- **Code Minimum Flow Rate:** 321 Gallons Per Minute (GPM) (Using 6-Hour turnover)
- **Code Minimum Turnover Rate:** 6 Hours (per Chapter 31B)
- **Actual Flow Rate:** 300 GPM (per staff)
- **Actual Turnover Rate:** 6.41-Hours (per ADG calculations)
- **Design Flow Rate:** Unknown (no info. on drawings)
- **Design Turnover Rate:** Unknown (no info. on drawings)

Mechanical and Chemical Systems: (Observed During Site Visit)

- **High Rate Sand (H.R.S.) Filter Tanks (x2)**
 - Make: EPD
 - Model: Unknown
 - Total Filter Surface Area: 27 square feet
 - Filter Media Rate at 300 GPM: 11.11 GPM / FT²
- **Recirculation Pump and Motor**
 - Make: Unknown
 - Model: Unknown
 - Horsepower: 7.5
- **Hair and Lint Strainer**
 - Make: Hayward
 - Size: 6-inch
- **Chemical Control Monitor**
 - Make: BecSys
 - Model: System 3 Controller



Image 2: Swimming Pool Filter Tanks

- **Sanitation**
 - Tablet Erosion Feed System (Calcium Hypochlorite) (x1)
 - One (1) 200 pound capacity with a 360 pound per day feed rate capacity
- **pH Control**
 - Liquid Muriatic Acid (Hydrochloric Acid 31%)
 - 55 gallon drums (x2)
 - LMI PD051-832DI chemical metering pump: 26.4 gallons per day feed rate capacity
- **Suction and Return Pipe Size and Flow Velocity**
 - Suction: 6-inch schedule 40 PVC
 - Return: 6-inch schedule 80 PVC
 - Suction Flow Velocity: 3.37 FPS (Feet Per Second) at 300 GPM
 - Return Flow Velocity: 3.76 FPS at 300 GPM
- **Other**
 - Cyanuric acid stored in acid room

C. SWIMMING POOLS AND WATER SLIDE DATA

Wading Pool:

- **Total Dimensions:** 89'-0" long x 45'-0" wide (per drawings)
- **Total Perimeter:** 245 linear feet (per drawings)
- **Total Surface Area:** 2,525 square feet (per drawings)
- **Total Wet Surface Area:** 707 square feet (per drawings)
- **Volume:** 2,644 gallons (per ADG calculations)
- **Depths:** 0'-0" to 1'-0" (per drawings)
- **Finish:** Concrete (observed during site visit)
- **Pool Main Drains:** Two (2) 8" to draw water from the pool bottom for recirculation (per drawings)
- **Gutter:** Surface skimmer gutter system with two (2) skimmers (observed during site visit)
- **Code Minimum Flow Rate:** 44 Gallons Per Minute (GPM) (Using 1-Hour turnover)
- **Code Minimum Turnover Rate:** 1 Hour (per Chapter 31B)
- **Actual Flow Rate:** Unknown (flow meter not in operation)
- **Actual Turnover Rate:** Unknown (flow meter not in operation)
- **Design Flow Rate:** Unknown (no info. on drawings)
- **Design Turnover Rate:** Unknown (no info. on drawings)

Mechanical and Chemical Systems: (Observed During Site Visit)

- **High Rate Sand (H.R.S.) Filter Tank**
 - Make: Pentair
 - Model: TR140C-3
 - Total Filter Surface Area: 7.06 square feet
- **Recirculation Pump and Motor**
 - Make: Paco
 - Model: Unknown
 - Horsepower: 5
- **Hair and Lint Strainer**
 - Make: Hayward
 - Size: 4-inch
- **Chemical Control Monitor**
 - Make: BecSys
 - Model: System 3 Controller
- **Sanitation**
 - Tablet Erosion Feed System (Calcium Hypochlorite) (x1)
 - One (1) 62 pound capacity with a 120 pound per day feed rate capacity
- **pH Control**
 - Liquid Muriatic Acid (Hydrochloric Acid 31%)
 - 55 gallon drums (x2)
 - LMI A151-822SI chemical metering pump: 24 gallons per day feed rate capacity
- **Suction and Return Pipe Size and Flow Velocity**
 - Suction: 4-inch schedule 40 PVC
 - Return: 4-inch schedule 80 PVC
 - Suction Flow Velocity: 1.12 FPS at 44 GPM



Image 3: Wading Pool Suction Piping, Pump and Motor

- Return Flow Velocity: 1.27 FPS at 44 GPM
- **Other**
 - Cyanuric acid stored in acid room

C. SWIMMING POOLS AND WATER SLIDE DATA

Slide Receiving Pool:

- **Dimensions:** 31'-0" long x 24'-0" wide (per drawings)
- **Perimeter:** 110 linear feet (per drawings)
- **Surface Area:** 744 square feet (per drawings)
- **Volume:** 18,087 gallons (per ADG calculations)
- **Depths:** 3'-0" to 3'-6" (per depth markers observed during site visit)
- **Finish:** Plaster and tile (observed during site visit)
- **In-Pool Lights:** Two (2) (observed during site visit)
- **Pool Main Drains:** Two (2) 8" to draw water from the pool bottom for recirculation (observed during site visit)
- **Slide Main Drains:** Two (2) 18" x 18" to draw water from the pool bottom for recirculation (observed during site visit)
- **Gutter:** Surface skimmer gutter system with two (2) skimmers (observed during site visit)
- **Ingress and Egress:** One (1) set of walk-out stairs (observed during site visit)
- **Wall Inlets:** Four (4) (observed during site visit)
- **Code Minimum Flow Rate:** 50 Gallons Per Minute (GPM) (Using 6-Hour turnover)
- **Code Minimum Turnover Rate:** 6 Hours (per Chapter 31B)
- **Actual Flow Rate:** Unknown (flow meter not in operation)
- **Actual Turnover Rate:** Unknown (flow meter not in operation)
- **Design Flow Rate:** Unknown (no info. on drawings)
- **Design Turnover Rate:** Unknown (no info. on drawings)

Mechanical and Chemical Systems: (Observed During Site Visit)

- **High Rate Sand (H.R.S.) Filter Tank**
 - Make: Pentair
 - Model: TR140C-3
 - Total Filter Surface Area: 7.06 square feet
- **Pool Recirculation Pump and Motor**
 - Make: Paco
 - Model: Unknown
 - Horsepower: 5
- **Slide Feature Pump and Motor**
 - Make: Unknown
 - Model: Unknown
 - Horsepower: 30
- **Chemical Control Monitor**
 - Make: BecSys
 - Model: System 3 Controller
- **Sanitation**
 - Tablet Erosion Feed System (Calcium Hypochlorite) (x2)
 - Two (2) 62 pound capacity with a 120 pound per day feed rate capacity each



Image 4: Slide Pool Suction Piping, Pump and Motor

- **pH Control**
 - Liquid Muriatic Acid (Hydrochloric Acid 31%)
 - 55 gallon drums (x2)
 - LMI A151-822SI chemical metering pump: 24 gallons per day feed rate capacity
- **Suction and Return Pipe Size and Flow Velocity**
 - Suction: 4-inch schedule 40 PVC
 - Return: 4-inch schedule 80 PVC
 - Suction Flow Velocity: 1.28 FPS at 50 GPM
 - Return Flow Velocity: 1.43 FPS at 50 GPM
- **Other**
 - Cyanuric acid stored in acid room



D. PROGRAMMING

The Needles Aquatic Center is open for seasonal service (late May through early September). During the open season the following programs are offered to the Needles community:

- Recreational Swimming
- Lap Swimming
- Learn-To-Swim Classes
- Swim Team Practices
- Aquatic Fitness Classes

During the off season the local elementary and middle schools use the main pool for physical education. Staff indicated no new or additional programming is desired for the aquatic center and confirmed that the pools accommodate existing programs well.



Image 5: Water Slide



Image 6: Slide Receiving Pool

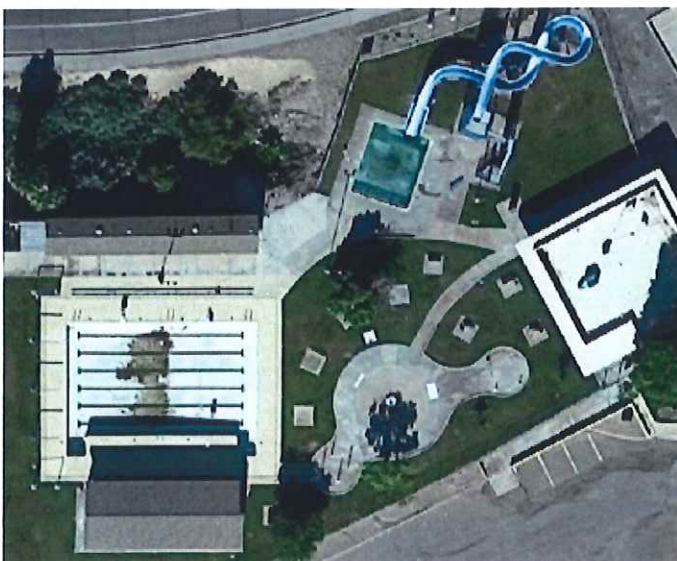


Image 7: Aerial View of Needles Aquatic Center

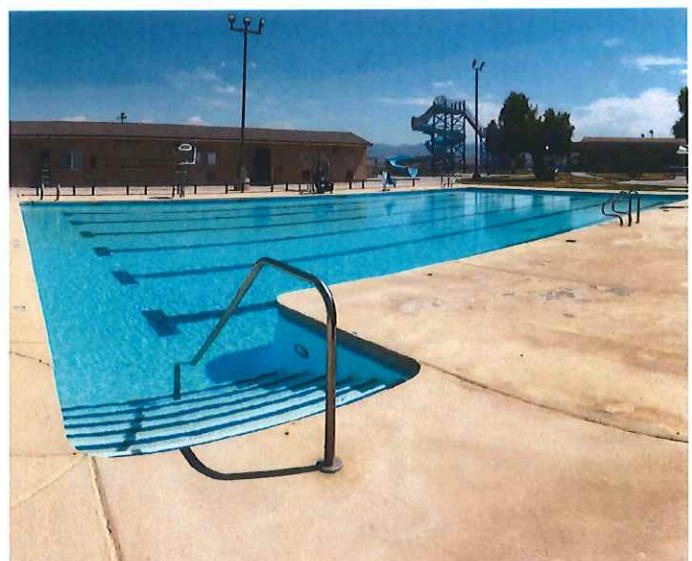


Image 8: Swimming Pool



E. CODE CONCERNS

ADG has determined that the following fourteen (14) items at the Needles Aquatic Center do not comply with current code standards. For each item within the report a description of the condition is given along with a reference to the code that applies. A suggestion of possible remedy and an opinion of probable cost is given for most items. The itemized estimates do not include general conditions and other soft costs that are typically added to any project for a total construction project cost. In the proforma section of this report the itemized costs are totaled to give an example of a total project cost.

ITEM	DESCRIPTION & CODE REFERENCE	CODE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Page 21)
1.1	<p>Main Drains for Pools</p> <p>CBC, Chapter 31B Reference:</p> <p>116064. Suction hazards at pools.</p>	<p>The Swimming Pool has three (3) 12" x 12" main drain covers. Main drain piping, sumps and covers must comply with California Building Code (CBC) Chapter 31B, the Virginia Graeme Baker Act and California AB1020. Based on provided drawings the main drain piping does not comply with Chapter 31B and California AB1020 because the drain piping is not hydraulically balanced and symmetrically plumbed through one or more "T" fittings. The same situation appears to be true for the Wading Pool main drains (8", quantity 2) and the Slide Receiving Pool main drains (two (2) 8" and two (2) 18" x 18"). During a pool finish replacement project these items may need to be rectified per the authority having jurisdiction. An allowance is provided should construction be needed to sawcut the concrete in the pools to reconfigure the piping, sumps and covers.</p> <p>Regardless of underpool main drain piping concerns it is important to note that main drain covers have expirations and should be replaced at their expiration to ensure continued protection against suction entrapment for pool patrons. Main drain covers have expirations ranging from 5-20 years depending on the manufacturer. An estimate is provided for replacement main drain covers for all pools, should they be needed based on expiration.</p>	<p>Allowance for Main Drain Piping Reconfiguration- \$75,000.00</p> <p>Main Drain Covers for Pools- \$3,500.00</p>	Images 9-11
1.2	<p>Circulation Pipe Labeling for Pools</p> <p>CBC, Chapter 31B Reference:</p> <p>3120B.171-3. Direction of Flow.</p> <p>3125B.6. Valves.</p>	<p>The pipes in the mechanical room should be labeled for directional flow. The lack of labeling is in violation of CBC, Chapter 31B. In addition to labeling pipes, CBC has a requirement for labeling valves. It is ADG's recommendation to label piping for directional flow, number and tag each valve and create a valve chart. These efforts will help City staff and service vendors with maintenance. An estimate is provided for labeling and chart supplies.</p>	<p>Labeling and Chart Supplies- \$600.00</p>	Image 12
1.3	<p>Circulation Gauges for Pools</p> <p>CBC, Chapter 31B Reference:</p> <p>3125B.2. Gauges.</p>	<p>The pools do not have pressure and vacuum gauges for their circulation pumps. The lack of gauges is in violation of CBC, Chapter 31B. Without pressure and vacuum gauges, the total dynamic head (TDH) or measure of each system's resistance to flow, cannot be calculated. Such calculations provide a way to check pump and flow meter performance. Pressure and vacuum gauges should be installed to meet code. An estimate is provided for four (4) new pressure and four (4) new vacuum gauges.</p>	<p>Gauges- \$1,600.00</p>	Image 13



E. CODE CONCERNS

ITEM	DESCRIPTION & CODE REFERENCE	CODE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Pages 21-22)
1.4	<p>Safety Markers for Pools</p> <p>CBC, Chapter 31B Reference:</p> <p><i>3110B.4.4 Size of markers.</i></p> <p><i>3110B.5. No diving markers.</i></p>	<p>The pools have depth markers without proper notations for feet and inches, which is in violation of CBC, Chapter 31B. Both the Swimming Pool and the Slide Receiving Pool have depth markers on the deck and on the waterline with fractions for 3'-6" and 4'-6" depths. These should be replaced with markers that say feet and inches or ft. and in. In addition, per Chapter 31B ALL depth markers around the Swimming Pool need code-compliant "No Diving" graphic markers because the water depths are all 6-feet or less (actual depths are 3'-6" to 5'-0"). These markers are currently only located on the width sides of the pool. The Wading Pool does not have any depth or "No Diving" safety markers. An estimate is provided for code-compliant safety markers for all of the pools. Replacing the deck safety markers with fractions on the swimming and slide receiving pools is best done during a pool deck replacement project. Replacing the waterline safety markers with fractions is best done during a pool finish replacement project.</p>	Safety Markers-\$10,000.00	Images 14-15
1.5	<p>Finish for Pools</p> <p>CBC, Chapter 31B Reference:</p> <p><i>3108B.2. Finish.</i></p>	<p>The surfaces of the Swimming Pool and the Slide Receiving Pool are showing signs of age. The Swimming Pool was recently repainted and is typically painted annually. While the paint is fresh there are still concerns with the waterline tile and the caulking between the deck handhold edge and the waterline tile. Some of the waterline tiles are missing or cracked and some of the grout in between the waterline tiles is missing. In addition, the caulking above the waterline tile is failing in many places. The failing caulking may allow water to leak behind the pool shell and under the deck. According to staff the swimming pool has no known leaks. The Slide Receiving Pool plaster is very stained and pitted. The pitting may be rough on skin. During ADG's site visit it was difficult to inspect the full surface of the pool due to dirt accumulation but what was visible is in need of replacement. Staff are unsure of when the pool was last replastered. The National Plasterers Association states that swimming pool plaster should be expected to last between 12-15 years under normal conditions. Some of the waterline tiles are missing and in general the waterline tiles are heavily stained. As plaster ages water gets closer to the underlying structure of the pool shell and the result can be oxidation and deterioration of the steel rebar which can increase the risk of leaks and structural failure of the pool shell. According to staff the slide receiving pool has no known leaks. A failing pool finish may also harbor pathogens, which could affect the health and safety of patrons. Sometimes in older pools as existing plaster is removed underlying conditions can be worse than expected and consequently increase both the scope and cost of a plaster renovation. A new finish for the pool will improve safety for patrons and help protect against leaks and structural concerns.</p> <p>Alternative pool finishes to plaster and tile include fiberglass, liners and Myrtha's RenovAction system. If the City of Needles is interested in information for alternative</p>		Images 16-18



E. CODE CONCERNS

ITEM	DESCRIPTION & CODE REFERENCE	CODE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Pages 22-23)
1.5 Cont'd	Finish for Pools Cont'd CBC, Chapter 31B Reference: <i>3108B.2. Finish.</i>	<p>finishes ADG can be consulted for details, including costs.</p> <p>When the Swimming Pool is next repainted any missing waterline tiles and grout should be replaced. At that time the caulking above the waterline tiles should be removed and replaced. Careful consideration should be given to the timing of replacing the caulking due to the deck needing replacement. An estimate is provided for tile, grout and caulking replacement.</p> <p>The Wading Pool finish is concrete, has no waterproofing and is cracked in many places. The lack of a waterproof finish is in violation of CBC, Chapter 31B. According to staff the wading pool has no known leaks. It is ADG's recommendation to epoxy inject all cracks in the wet area of the concrete and then apply a waterproofing product. This will protect against future leaks. An estimate is provided for concrete repair and waterproofing in the wet area of the wading pool.</p> <p>The Slide Receiving Pool is in need of a new plaster and tile finish. An estimate is provided. The industry standard for pool plaster is to use a quartz-based plaster with tile. The estimate includes removal of all existing previous pool finish to bare concrete, the installation of a new plaster and tile finish, as well as costs associated with draining and refilling the pool with water and balancing the chemicals.</p>	<p>Swimming Pool Tile, Grout and Caulking- \$15,000.00</p> <p>Wading Pool Crack Repair and Waterproofing- \$20,000.00</p> <p>Slide Receiving Pool Plaster and Tile- \$50,000.00</p>	Images 16-18
1.6	Equalizer Suction Outlets for Swimming and Slide Receiving Pools CBC, Chapter 31B Reference: <i>3136B.1. Surface skimmers.</i>	<p>The Swimming and Slide Receiving Pools have equalizer suction outlets for the skimmers. If equalizer suction outlets are used there should be two (2) for every skimmer, placed 3-feet apart from one another. Each skimmer only has one (1) equalizer suction outlet, which is in violation of CBC, Chapter 31B. Equalizer suction outlets are not required by code in skimmer pools but if they are used the parameters above apply. During a pool finish replacement project the outlets could be capped. This project could be prioritized if requested by the authority having jurisdiction, as it is a grandfathered code concern. An estimate is provided for hardware to cap the outlets.</p>	Equalizer Suction Outlet Repair-\$7,500.00	Images 19-20
1.7	Chemical Safety for Pools Fire Code, Chapter 50 Reference: <i>5003.5. Hazard identification signs.</i>	<p>The aquatic center houses tablet calcium hypochlorite and liquid muriatic acid in separate rooms. Neither chemical room door has NFPA diamond placard signage on it to warn of the presence of the chemicals. The lack of NFPA signage is in violation of Chapter 50 of the International Fire Code. An estimate is provided for muriatic acid and calcium hypochlorite NFPA signage.</p>	NFPA Signage-\$1,000.00	Images 21-22



E. CODE CONCERNS

ITEM	DESCRIPTION & CODE REFERENCE	CODE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Page 23)
1.8	<p>Area Under Slide Flume</p> <p>CBC, Chapter 31B Reference:</p> <p>3108B.4. <i>Projections and recessed areas.</i></p>	<p>There is what could be described as a trough underneath the slide flume. ADG considers this a recessed area of the slide receiving pool that does not qualify as an inlet, outlet, handhold, recessed step, ladder, stair, handrail, skimmer or perimeter overflow system. These items are the only allowable recessed areas in pools per CBC, Chapter 31B. The authority having jurisdiction may consider this recessed trough an entrapment concern and ask that it be eliminated during a pool finish replacement project. An estimate is provided for filling it in with concrete during a pool finish replacement project. Care should be taken to design the new concrete area to not accumulate water and to ensure the flume bolts are still accessible for removal, replacement and tightening.</p>	<p>Fill In Trough With Concrete- \$5,000.00</p>	Image 23
1.9	<p>Perimeter Enclosure for Pools</p> <p>CBC, Chapter 31B Reference:</p> <p>3119B.1. <i>Enclosure...4</i></p>	<p>The primary perimeter enclosure at the Needles Aquatic Center is a tall, chain link fence. The chain link has openings that measure 2 and 3/4 inches. This width is in violation of CBC Chapter 31B, which allows openings a maximum of 1 and 3/4 inches (measured horizontally). The larger the chain link opening the greater the chance of someone scaling the fence and breaking in. Staff report that the fence is new. The authority having jurisdiction may notice the large openings and ask for compliance. Being that the fence is new this item would not be considered a grandfathered code item. In addition, the gates and doors should be equipped with self-closing and self-latching devices as well as open outwardly away from the pools. ADG did not observe self-closing and self-latching devices on gates during the site visit. An estimate is provided for a new, code-compliant chain link fence with code-compliant gates / doors and hardware devices.</p>	<p>Fence and Gates- \$100,000.00</p>	Image 24
1.10	<p>Inlets for Swimming Pool</p> <p>CBC, Chapter 31B Reference:</p> <p>3137B.2. <i>Inlet fittings.</i></p> <p>3137B.2.4 <i>Floor inlets.</i></p>	<p>The Swimming Pool has fourteen (14) inlets for recirculation. Eight (8) are in the floor and six (6) are in the walls. California Code requires all swimming pools that are 40-feet wide or wider use floor inlets spaced evenly throughout the pool to assure effective distribution of chlorine for proper disinfection and water quality. The Swimming Pool is 42-feet wide and greater than 3,000 square feet. The code also requires that the number of total inlets to satisfy the code (calculation based on pool volume) be completely comprised from floor inlets in pools that require floor inlets. While the pool may have enough total inlets to comply with code, the thirteen (13) inlets required by code are not all in the floor. This is a grandfathered code concern that the authority having jurisdiction may ask to be brought into compliance during a pool finish replacement project. To install five (5) more floor inlets in the swimming pool the pool would have to be drained and trenches cut in the pool floor to install new under pool piping. Then floor inlets would be installed and the pool floor concrete replaced. In order to do the trenchwork the pool finishes would have to be removed and replaced. The pool would have to be refilled with water and chemically balanced. An estimate is provided for the required work.</p>	<p>Five (5) Floor Inlets- \$55,000.00</p>	Image 25



E. CODE CONCERNS

ITEM	DESCRIPTION & CODE REFERENCE	CODE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Pages 23-24)
1.11	Deck for Pools CBC, Chapter 31B Reference: <i>3114B.1. General.</i>	<p>The coated deck around the Swimming Pool is showing signs of wear and fatigue. Staff report that it was applied 4-5 years ago. Deck coatings are a short-term application in comparison to a medium-broom finish concrete. Cracks in the coating surface are visible throughout and many areas have missing deck coating. These failures are rough on feet and can create slip, trip and fall hazards. In addition to the failing deck coating many of the perimeter trench drain covers in the deck are not flush, creating an additional slip, trip and fall hazard. The extreme temperature changes are causing expansion and contraction of the deck, shifting the drains and their grating. The failing deck coating / deck is in violation of CBC, Chapter 31B. Deck replacement around the swimming pool is imminent. A suggested replacement would be a medium-broom finish concrete with slopes between 1 and 2 percent. An estimate is provided that includes demo of the existing deck, a new medium-broom finish concrete, new deck anchors, new slot drains and a new in-deck drainage system. The estimate also includes replacement of the concrete in the outdoor shaded picnic area.</p> <p>The deck around the Slide Receiving Pool is aging but does not have significant safety and maintenance concerns like that of the deck around the swimming pool. There are some cracked coping stones around the pool that could be replaced during or ahead of a pool deck replacement project. An estimate is provided for coping stone replacement. The deck pathways / circulation leading to and from the various pools and buildings are also aging but do not have significant safety and maintenance concerns.</p> <p>The dry concrete deck and the concrete in the spray feature areas for the Wading Pool are cracked and aging. It is ADG's recommendation to epoxy inject all cracks in these concrete areas and then apply an appropriate waterproofing product. An estimate is provided for concrete repair and waterproofing.</p>	<p>Swimming Pool Deck Replacement - \$350,000.00</p> <p>Slide Receiving Pool Coping Stone Replacement- \$3,500.00</p> <p>Wading Pool Concrete Repair and Waterproofing- \$25,000.00</p>	Images 26-28
1.12	Safety Signs for Pools CBC, Chapter 31B Reference: <i>3120B. Required signs.</i>	During ADG's site visit some code-required safety signage was missing at the aquatic center. The missing signs are the "Pool User Capacity Sign" for the wading pool, the "No Diving Sign" for each pool, the "Emergency Sign" for the facility, and "Keep Closed" signs for the exterior of all gates and doors leading into the facility. An estimate is provided for signage.	Signage- \$4,000.00	No Image Provided



E. CODE CONCERNS

ITEM	DESCRIPTION & CODE REFERENCE	CODE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Page 24)
1.13	Automatic Fill Systems for Pools CBC, Chapter 31B Reference: <i>3127B.3. Makeup water.</i>	Staff report that the automatic fill systems for the pools have not been working since 1996. Controlling pool water levels manually is in violation of CBC, Chapter 31B. This may be a grandfathered code concern that the authority having jurisdiction may ask to be brought into compliance. It is also highly likely that for ease of maintenance staff may want these systems replaced and fully functional. An estimate is provided for new automatic fill systems for all three pools.	Automatic Fill Systems- \$20,000.00	Image 29
1.14	Pool Depth Clearance at Racing Platforms CBC, Chapter 31B Reference: <i>3110B.5. No diving markers.</i>	<p>The Swimming Pool has racing platforms. All of the racing platforms are at a 4'-6" depth of water, which is prohibited by CBC, Chapter 31B. There is even a graphic marker located in the deck where the platforms go that says "No Diving". USA Swimming states that diving starts should not be taught in a water depth less than 6-feet. At the same time, USA Swimming states that experienced swimmers can perform diving starts in a water depth of 4-feet. CIF states that diving starts from a racing platform a maximum of 30-inches high must be in a water depth 4-feet or greater. If the water depth is less than 4-feet the swimmer must start in the water. The Model Aquatic Health Code states that starting platforms shall be installed in a minimum water depth of 4-feet. The National Swimming Pool Foundation's research found that the risk for spinal injury in a swimming pool decreases significantly in water depth's 7-feet or greater. CBC, Chapter 31B does not clarify whether the word diving in 3110B.5 means from the side of the pool or from a racing platform. This code item should be carefully evaluated by the City of Needles' Risk Management team to determine if the compliance priority is CBC, Chapter 31B or one or more of the above mentioned standards set forth by reputable organizations overseeing swimming and pools.</p> <p>According to staff the City only puts the racing platforms in place in the deck during supervised swim team practices. With this operational procedure in place the use of the racing platforms by inexperienced, unsupervised swimmers is minimized, reducing liability and safety concerns.</p>		Image 30



F. ACCESS CONCERNS

Community Works Design Group has determined that the following twenty (20) items are access concerns for operations at the Needles Aquatic Center. For each item within the report a description of the access concern is given. For many access concerns, a reference photo is provided.

ITEM	DESCRIPTION	ACCESS CONCERN	ESTIMATED COST	IMAGE (See Pages 24-25)
2.1	Parking	There are currently NO parking spaces that are signed nor striped as reserved for individuals with disabilities along Flip Mendez Parkway.	See 2.3	Image 31
2.2	Access from Public Rights-of-Way	There is not currently a contiguous accessible route connecting the Needles Aquatic Center to the surrounding public street system; the sidewalk along Flip Mendez Parkway that continues northward to Duke Watkins Park is interrupted by stairs between the parking area and the main entrance to the Aquatic Center. Additionally, the ramp leading from the parking surface to the main entrance of the Aquatic Center does not intercept the sidewalk in either direction along Flip Mendez Parkway. While a secondary pedestrian gate is located near the pool area shade shelter, there is not a contiguous accessible route from the pool deck to the perimeter fencing gate. The walking surface outside the pool fence in this vicinity is earthen and not of a stable, firm, nor slip-resistant material as required by ADA. A service access point reaches Civic Center Drive by way of a concrete pathway from the pool deck, but a sidewalk is not present, nor detectable warnings to indicate the ramp heading into the street (nor a corresponding ramp on the opposite side of the street).	Add Sidewalk Extension- \$30,000.00	No Image Provided
2.3	Ramp from Parking to Main Entrance	There are several compounding issues with the existing main access pathway from the parking area along Flip Mendez Parkway: 1) Parking surface exceeds maximum running and cross slopes in its current condition. 2) Parking surface is very worn asphalt that does not meet the stable / firm/ slip-resistant classification. 3) Concrete ramp segment that transitions from parking surface to landing/ change of direction exceeds maximum allowable slope. 4) Landing does not provide a maximum of 1:48 in any direction (or approx. 2.08% max.). 5) Handrails are not present on either side of the ramp run (ADA requires handrails on BOTH sides of the ramp).	Resurface Parking Lot / Restripe / Add ADA Parking Stall and Signage- \$30,000.00 Concrete Ramp and Handrails- \$30,000.00	Image 32
2.4	Stairs from Flip Mendez to Entrance	1) Risers exceed maximum code allowable height of 7 inches. 2) Contrasting warning stripes are set too far back along leading edge of stair treads. 3) Handrails are not present on either side of stairs (required at BOTH side).	\$30,000.00	Images 33-34



F. ACCESS CONCERNS

ITEM	DESCRIPTION	ACCESS CONCERN	ESTIMATED COST	IMAGE (See Pages 25-27)
2.5	Chain Link Entrance Gate	If the gate is left open during normal business hours, then no action is required; however, if the gate is intended to be closed behind each guest upon entrance, then the gate hardware will need to allow for non-compound movement (no grasping of knob or latch to open gate) and a smooth kick plate will be required along the bottom 10 inches of the gate itself on the push side.	If Replaced- \$5,000.00	Image 35
2.6	Entrance / Admission Window	A service height of 34" maximum above exterior finish surface is required for a minimum 36" wide portion of countertop. Current counter height is 46 inches +.	\$15,000.00	Images 36-37
2.7	Drinking Fountain Within Breezeway	Only one drinking fountain at a 32" height is provided. There is not a separate fountain provided for standing persons with limited bending mobility as required by ADA.	\$9,000.00	Image 38
2.8	Men's Restroom / Shower Room Women's Restroom / Shower Room	<p>1) Entrance door does not provide the required geometric signage (Triangle), centered at 60" above finish floor.</p> <p>2) Sinks do not provide 29" of clearance at the leading edge.</p> <p>3) Under - sink plumbing is fully exposed without wrap to prevent skin contact with hot drain pipe, nor to limit contact with sharp plumbing fitting edges.</p> <p>4) Soap dispenser dispenses above the maximum 40" above finish floor.</p> <p>5) Accessible toilet compartment is missing rear grab bar; side grab bar does not provide minimum length of 54" as measured from head wall.</p> <p>6) Toilet paper dispenses above grab bar and not within 7 to 9 inches in front of toilet rim.</p> <p>7) Three common-use showers are provided, but 0 of 3 offer roll in accessibility nor controls within accessible reach range.</p> <p>Similar issues as Men's room regarding missing geometric signage (Circle), sinks, plumbing wrap, soap dispenser, toilet paper, grab bars, showers; additionally, toilet within accessible stall is located too far from side wall.</p>	<p>Men's- \$23,000.00</p> <p>Women's- \$25,000.00</p>	Images 39-42
2.9	Breezeway Paving Surface	Spalled concrete was observed where concrete abuts tile, near drinking fountain.	\$2,000.00	Image 43
2.10	Snack Bar	Countertop is same excessive height as admission window and also lacks the service interaction at 34" height for a minimum 36" width. Concrete slab at approach to service windows exceeds 1:48 max (field measured at 2.5%).	\$15,000.00	Image 44



F. ACCESS CONCERNS

ITEM	DESCRIPTION	ACCESS CONCERN	ESTIMATED COST	IMAGE (See Pages 27-28)
2.11	Circulation Path Between Restroom / Snack Bar and No-Pool Activity Area	Running slope measured above 5%, indicating need for handrails and landings.	\$18,000.00	No Image Provided
2.12	Individual Picnic Table Pads in Grass Area Between Pool and Snack bar	At least one individual table in this grouping needs to be connected to an accessible route and shall provide a roll-up wheelchair clear space.	\$12,000.00	No Image Provided
2.13	Concrete Paths (General)	Some gaps between adjacent concrete panels measured in excess of ½"; these gaps should be filled with joint sealant to provide no greater than ½" width nor depth. Some in-deck drains were sunken below concrete surface and / or missing drain caps, creating a wheel entrapment danger.	\$10,000.00	Images 45-46
2.14	Outdoor Shower	Excessive running slope in the direction of the shower and no level landing present where shower controls are used.	\$12,000.00	Image 47
2.15	Water Slide and Flume Splash Pool	This area is exempt from accessibility restrictions; however, it appears that accessible circulation is adequate to the bottom of the waterslide stairs and at the top of the stairs exiting the splash pool.	Not Applicable	Image 48
2.16	Eye Wash Station	Height of eye wash operating control and discharge nozzles exceed maximum accessibility reach ranges.	\$5,000.00	Image 49
2.17	Concrete Deck Surrounding Pool	Spalling is present, causing irregular surface; however, slopes appear to generally be within allowable tolerances.	\$2,500.00	Image 50
2.18	Pool Deck at Shade Shelter	Running slope between pool and shade shelter was observed at 3% in some locations; because travel is anticipated in multiple directions between the pool and shade shelter, the maximum slope should remain below 1:48 (approx. 2.08%).	\$45,000.00	Image 51
2.19	Shade Shelter Picnic Tables	At least one picnic table within the grouping of tables under this shelter shall have an accessible wheelchair clear space.	\$3,500.00	Image 52
2.20	Wading Pool	Roll-in surface was observed as steep as 8.2%. Because submerged depth does not exceed 24 inches, then exceptions allow the absence of handrails as well as no need for a level landing at the deepest point of submersion.	Not Applicable	No Image Provided



G. MAINTENANCE CONCERNS

The following four (4) items are maintenance items for operations at the Needles Aquatic Center. A suggestion of possible remedy and an opinion of probable cost is given for most items. The itemized estimates do not include general conditions and other soft costs that are typically added to any project for a total construction project cost. In the proforma section of this report the itemized costs are totaled to give an example of a total project cost.

ITEM	DESCRIPTION	MAINTENANCE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Pages 28-29)
3.1	Mechanical Equipment for Pools	<p>The mechanical equipment for the pools has been replaced as things have aged over time. Recently replaced equipment includes the sand media in all filter tanks (2021). The filters tanks themselves are 23 years old though. The pumps are 10-15 years old. The suction piping is schedule 40 and the return piping is schedule 80. Mechanical equipment concerns observed during ADG's site visit include:</p> <ul style="list-style-type: none"> • Slide Receiving Pool Filter Tank Shows Evidence of Leaking (chlorine salts on tank) • Corrosion on Swimming Pool Filter Tanks (may not affect functionality) • Filter Controller for Swimming Pool Not Functional (staff must manually backwash, staff are okay with this maintenance process) • Corrosion on Hair and Lint Strainers and Nearby Bolts for Slide Receiving and Wading Pools (may not affect functionality) • Corrosion on All Pumps (may not affect functionality) • Corrosion on Bolts and Reducer Valves for Slide Feature Pump (may not affect functionality) • Flow Meters on Wading and Slide Receiving Pools Can Read High GPMs (can be replaced with flow meters that have lower GPM ranges) <p>The majority of these equipment maintenance items indicate that the mechanical systems are aging and will reach the end of their lifecycles soon, if they have not already. The City of Needles should begin to plan for replacements. The provided allowances can help the City of Needles develop a budget for mechanical equipment lifecycle replacement for the pools, using in-kind replacements. The ideal situation for equipment replacement is that it is budgeted for and completed ahead of failures. A strong preventative maintenance program is extremely important for lengthening the life of equipment and helping staff identify when conditions are beginning to decline.</p>	<p>Allowance for Pumps, Motors and Hair & Lint Strainers- \$90,000.00</p> <p>Allowance for Filter Tanks- \$100,000.00</p> <p>Allowance for Flow Meters- \$4,500.00</p>	Images 53-57



G. MAINTENANCE CONCERNS

ITEM	DESCRIPTION	MAINTENANCE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Page 29)
3.2	Chemical Equipment for Pools	<p>In addition to chemical equipment code issues identified in section 1.7, the chemical equipment has the following maintenance concern:</p> <ul style="list-style-type: none"> • Acid Room Corrosion- To help prevent further corrosion to metallic components in the acid room vapor recovery systems could be added to the acid drums. A vapor recovery system absorbs acid vapors, gases, odors, fumes and particulates. This mitigation reduces acid in the atmosphere, makes the area safer for staff and prolongs the life of metallic components in the room. It is ADG's recommendation to install vapor recovery systems, such as acid fume scrubbers to the drums. An estimate is provided for two (2) acid fume scrubbers, start-up media and replacement media. The refillable media turns from white to pink when it is in need of replacement. <p>In alternative to improving the existing liquid acid systems a tablet erosion acid system could be installed. This would operate the same way that the existing tablet chlorine disinfection system is operating. Staff are already familiar with the maintenance and operations process for a tablet system. A new tablet system would fit in the existing confines of the room and would be considered safer for staff and less harsh on the room surfaces. An estimate is provided for three (3) tablet acid systems (one for each pool). Before a new system is installed (whether a new liquid acid system or a new tablet acid system) the room finishes (particularly the floor and ceiling) should be updated. These surfaces have suffered significantly from acid fumes and are in need of refurbishment. In addition, the door as well as its frame and hardware have suffered significant corrosion and are in need of replacement. The chlorine room door, its frame and hardware as well as the floor of that room can be replaced at the same time. When the acid and chlorine room finishes are replaced improved exhaust systems designed by a mechanical consultant will be needed to help any potential escaping fumes safely exit the spaces and spare the new room finishes.</p> <p>In general the chemical systems are aging. Attention is needed to ensure no interruption in programming occurs as a result of unplanned failures. The tablet erosion chlorine systems are 15 years old. The chemical control monitors are only 2 years old. The LMI acid metering pumps are 1-2 years old. It is ADG's recommendation to focus on improving the acid system and acid room as well as plan for replacement tablet erosion chlorine systems. A typical lifecycle for a tablet erosion feed system is 8-12 years. An allowance is provided for new tablet chlorine systems for the pools as well as new liquid acid systems for the pools.</p>	<p>Acid Fume Scrubbers- \$2,500.00</p> <p>Tablet Erosion Acid Systems- \$30,000.00</p> <p>Allowance for Tablet Erosion Chlorine Systems- \$40,000.00</p> <p>Allowance for Liquid Acid Systems- \$10,000.00 (includes fume scrubbers)</p>	Images 58-60



G. MAINTENANCE CONCERNS

ITEM	DESCRIPTION	MAINTENANCE CONCERN AND SUGGESTION OF POSSIBLE REMEDY	ESTIMATED COST	IMAGE (See Pages 29-30)
3.3	Water Slide	<p>The water slide has joints that were sealed 5 years ago using a caulking that has not held up well in the extreme heat that Needles experiences. Staff have since painted the slide and have experienced the caulking to fail even more than it already was because of the interaction with the paint as well as the heat. These concerns may not be a safety issue yet and seem to presently be more of a cosmetic issue / leaking issue. The slide needs a maintenance overhaul to include removal and replacement of the joint caulking as well as a new gel coat applied to the interior and a polyurethane finish applied to the exterior. An estimate is provided for the work. Care should be taken to hire a well-qualified slide restoration company that uses quality products that lengthen the time between gel coat applications.</p> <p>If the City of Needles wishes to replace the water slide various slide manufacturers are currently quoting \$230,000 - \$250,000 for an in-kind replacement.</p>	<p>Slide Work- \$90,000.00</p> <p>In-Kind Slide Replacement- \$230,000.00 - \$250,000.00</p>	Images 61-64
3.4	Skimmer Boxes for Pools	Some of the skimmer boxes for the Swimming Pool and the Slide Receiving Pool are cracked and in need of replacement. Cracked skimmer boxes cause leaks, which can affect the structural integrity of the pool shells and increase water and chemical costs. If the skimmer boxes cannot be replaced at this time the cracks may be able to receive an epoxy injection as a short-term solution. It is ADG's recommendation to replace the skimmer boxes during a pool deck replacement project. An allowance is provided for replacement skimmer boxes for both pools.	Skimmer Boxes- \$10,000.00	Image 65

H. SITE VISIT IMAGES

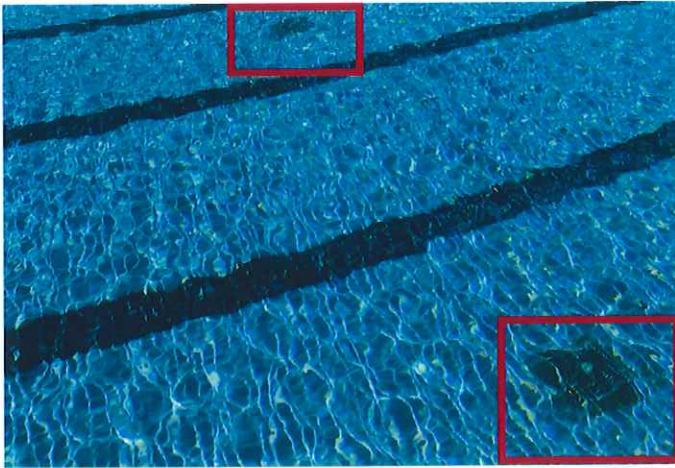


Image 9: Two (2) of Three (3) Main Drains in Swimming Pool



Image 10: One (1) of Two (2) Main Drains in Slide Receiving Pool



Image 11: Main Drains in Wading Pool



Image 12: Example of Circulation Pipe Labeling



Image 13: Example of Circulation Gauge



Image 14: Depth Marker with Fraction for Swimming Pool

H. SITE VISIT IMAGES



Image 15: Depth Marker with Fraction for Slide Receiving Pool

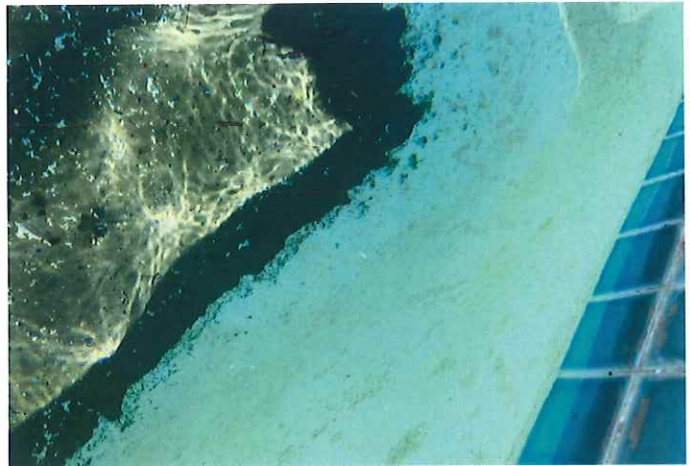


Image 16: Stained and Pitted Plaster in Slide Receiving Pool



Image 17: Popped Off Tiles in Slide Receiving Pool



Image 18: Cracks in Wading Pool Concrete



Image 19: Single Equalizer Suction Outlet in Swimming Pool



Image 20: Single Equalizer Suction Outlet in Swimming Pool

H. SITE VISIT IMAGES

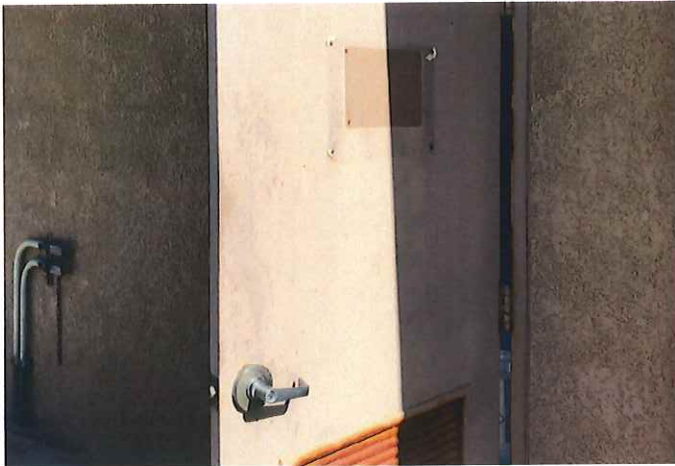


Image 21: Acid Room Door Missing NFPA Signage



Image 22: Chlorine Room Door Missing NFPA Signage



Image 23: Trough Under Slide Flume



Image 24: Chain Link Fence Opening



Image 25: Example of A Floor Inlet



Image 26: Missing Deck Coating Around Swimming Pool

H. SITE VISIT IMAGES



Image 27: Missing Deck Coating Around Swimming Pool



Image 28: Drain Grating Lifting in Deck



Image 29: Automatic Fill System Piping



Image 30: Racing Platform Side of Swimming Pool



Image 31: Parking Lot



Image 32: Ramp from Parking to Main Entrance

H. SITE VISIT IMAGES



Image 33: Stairs from Flip Mendez to Entrance



Image 34: Risers Exceed Maximum Code Allowable Height



Image 35: Chain Link Entrance Gate



Image 36: Entrance / Admission Window



Image 37: Entrance / Admission Window



Image 38: Drinking Fountain Within Breezeway

H. SITE VISIT IMAGES



Image 39: Men's Restroom Sinks



Image 40: Men's Restroom Door Signage



Image 41: Men's Restroom Soap Dispenser



Image 42: Men's Restroom Urinal



Image 43: Spalled Concrete Near Drinking Fountain



Image 44: Snack Bar

H. SITE VISIT IMAGES



Image 45: Concrete Path Between Pools



Image 46: Lifting Drains in Concrete Deck



Image 47: Outdoor Shower



Image 48: Concrete Path to Water Slide



Image 49: Eye Wash Station



Image 50: Concrete Deck Surrounding Pool

H. SITE VISIT IMAGES



Image 51: Pool Deck at Shade Shelter



Image 52: Picnic Tables Under Shade Shelter



Image 53: Slide Receiving Pool Filter Tank



Image 54: Swimming Pool Filter Tanks



Image 55: Swimming Pool Filter Controller



Image 56: Corroding Valves and Bolts for Slide Feature Pump

H. SITE VISIT IMAGES



Image 57: Flow Meter for Slide



Image 58: Example of An Acid Fume Scrubber



Image 59: Example of A Tablet Erosion Acid System



Image 60: Example of A New Tablet Erosion Chlorine System



Image 61: Water Slide Interior Surface



Image 62: Water Slide Interior Surface

H. SITE VISIT IMAGES



Image 63: Water Slide Exterior Surface

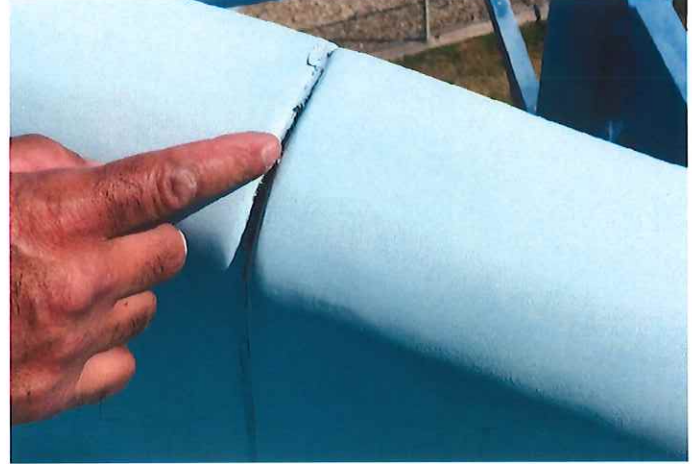


Image 64: Water Slide Joint Caulking



Image 65: Cracked Skimmer Box for Swimming Pool



I. PROFORMA BUDGET

The following proforma budget of the Needles Aquatic Center provides estimated costs to help staff determine options for the longevity of the swimming pools and water slide. The budget is titled "Repairs for Pools and Water Slide" and shows estimated costs for repairs to code and maintenance issues. All repairs or replacements would be designed and constructed to current code standards.

Needles Aquatic Center Repairs for Pools and Water Slide Proforma Budget Estimated Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT PRICE
1.0	CODE CONCERNS		
1.1	Main Drains for Pools		\$ 75,000.00
1.2	Circulation Pipe Labeling for Pools		\$ 600.00
1.3	Circulation Gauges for Pools		\$ 1,600.00
1.4	Safety Markers for Pools		\$ 10,000.00
1.5	Finish for Pools		\$ 85,000.00
1.6	Equalizer Suction Outlets for Swimming and Slide Receiving Pools		\$ 7,500.00
1.7	Chemical Safety for Pools		\$ 1,000.00
1.8	Area Under Slide Flume		\$ 5,000.00
1.9	Perimeter Enclosure for Pools		\$ 100,000.00
1.10	Inlets for Swimming Pool		\$ 55,000.00
1.11	Deck for Pools		\$ 378,500.00
1.12	Safety Signs for Pools		\$ 4,000.00
1.13	Automatic Fill Systems for Pools		\$ 20,000.00
1.14	Pool Depth Clearance at Racing Platforms		\$ -
1.15	TOTAL CODE COSTS		\$ 743,200.00
2.0	ACCESS CONCERNS (any overlap in access costs with item 1.11 can be refined in a formal design process)		
2.1	Parking (2.3 includes this cost)		\$ -
2.2	Access from Public Rights-of-Way		\$ 30,000.00
2.3	Ramp from Parking to Main Entrance		\$ 60,000.00
2.4	Stairs from Flip Mendez to Entrance		\$ 30,000.00
2.5	Chain Link to Entrance Gate		\$ 5,000.00
2.6	Entrance / Admission Window		\$ 15,000.00
2.7	Drinking Fountain Within Breezeway		\$ 9,000.00
2.8	Men's and Women's Restrooms / Shower Rooms		\$ 48,000.00
2.9	Breezeway Paving Surface		\$ 2,000.00
2.10	Snack Bar		\$ 15,000.00
2.11	Circulation Path Between Restroom / Snack Bar and No Pool Activity Area		\$ 18,000.00
2.12	Individual Picnic Table Pads in Grass Area Between Pool and Snack Bar		\$ 12,000.00
2.13	Concrete Paths (General)		\$ 10,000.00
2.14	Outdoor Shower		\$ 12,000.00
2.15	Water Slide and Flume Splash Pool		\$ -
2.16	Eye Wash Station		\$ 5,000.00
2.17	Concrete Deck Surrounding Pool		\$ 2,500.00
2.18	Pool Deck at Shade Shelter		\$ 45,000.00
2.19	Shade Shelter Picnic Tables		\$ 3,500.00
2.20	Wading Pool		\$ -
2.21	TOTAL ACCESS COSTS		\$ 322,000.00
3.0	MAINTENANCE CONCERNS		
3.1	Mechanical Equipment for Pools		\$ 194,500.00
3.2	Chemical Equipment for Pools		\$ 72,500.00
3.3	Water Slide		\$ 90,000.00
3.4	Skimmer Boxes for Pools		\$ 10,000.00
3.5	TOTAL MAINTENANCE COSTS		\$ 367,000.00
4.0	CONSTRUCTION FEES		
4.1	General Contractor Mark-up / Overhead	15%	\$ 214,830.00
4.2	Construction Contingency Costs	10%	\$ 143,220.00
4.3	Design Contingency	5%	\$ 71,610.00
4.4	Time / Inflation Escalation Index		\$ -
4.5	TOTAL CONSTRUCTION FEES		\$ 429,660.00
5.0	NONCONSTRUCTION FEES		
5.1	FEES, INSPECTION / TESTING, GEOTECH, ETC.	30%	\$ 429,660.00
6.0	TOTAL ESTIMATED PROJECT COST		\$ 2,291,520.00



I. PROFORMA BUDGET

Needles Aquatic Center ENHANCEMENTS Proforma Budget Estimated Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT PRICE
1.0	ENHANCEMENTS		
1.1	New Finish for Main Pool		\$ 215,000.00
1.2	New LED Lights for Main Pool ₁		\$ 50,000.00
1.3	New Aeration System for Main Pool		\$ 10,000.00
1.4	New Filter Controller for Main Pool ₂		\$ 10,000.00
1.5	Wading Pool Conversion to 2,500 SF Splash Pad		\$ 550,000.00
1.6	New Water Slide ₃		\$ 250,000.00
1.7	Restroom Renovations		\$ 275,000.00
1.8	Shower Renovations		\$ 275,000.00
1.9	Snack Bar Interior Improvements ₄		\$ 35,000.00
1.10	TOTAL ENHANCEMENT COSTS		\$ 1,670,000.00
2.0	CONSTRUCTION FEES		
2.1	General Contractor Mark-up / Overhead	15%	\$ 250,500.00
2.2	Construction Contingency Costs	10%	\$ 167,000.00
2.3	Design Contingency	5%	\$ 83,500.00
2.4	Time / Inflation Escalation Index		\$ -
2.5	TOTAL CONSTRUCTION FEES		\$501,000.00
3.0	NONCONSTRUCTION FEES		
3.1	FEES, INSPECTION / TESTING, GEOTECH, ETC.	20%	\$ 334,000.00
4.0	TOTAL ESTIMATED PROJECT COST		\$ 2,505,000.00
ASSUMPTIONS:			
1. Project should be completed during a deck finish replacement project.			
2. Would require the purchase of new filters for the main pool. Cost for filters is separate and shown in section 3.1 of audit.			
3. In-kind replacement of water slide.			
4. Circulation fan and counters / cabinets.			
5.0	TOTAL ESTIMATED ALL PROJECT COST		\$ 4,796,520.00



The Needles Aquatic Center proudly serves the Needles community. The pools and water slide have provided many years of service. Although the swimming pools and water slide have been maintained well, they are in need of repairs to continue to safely and effectively serve the community.

This document, accepted on August 17, 2023, provides an assessment of existing conditions, recommendations for action and options that can be weighed by City staff to ensure the facility can continue to provide services to the community. It is important to note that this document is based strictly on empirical data, observations and conversations with staff members. No information found in this document is provided with any agenda other than fulfilling the contractual obligations between Community Works Design Group and ADG.

With the correction of code violations and incorporation of the future maintenance items the pools and water slide will operate more efficiently and be safer for both patrons and staff while providing the same level of programming currently offered. On behalf of all of us at Aquatic Design Group we look forward to continuing to help the City of Needles in any way we can to ensure continued success at the aquatic center.

Sincerely,

AQUATIC DESIGN GROUP, INC.

Michelle Gable, Associate



City of Needles, California

Request for City Council Action

Item 18.

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: October 10, 2023

Title: Mission Statement and Goals for Fiscal Year 2023-2024

Background:

The City Council adopted Resolution No. 2015-27 adopting Goals for the City for Fiscal Year 2015-2016, see attached. On July 15, 2023 the Council met in a special session to develop goals and a mission statement for the City for the upcoming years. Attached are the discussion items addressed at that meeting reviewing the vision, goals, strengths, weaknesses, opportunities and threats in addition to a list of priorities for the future of Needles.

Council Goals are critical to setting direction for the City and will be utilized in every decision that we undertake. They guide the development of the annual operating and capital budgets, city plans, projects, and programs. They should be revisited and reset annually. Once the goals are adopted, staff will prepare specific action plans for achieving them. Those action plans will be submitted to Council for approval.

Fiscal Impact:

Recommendation: Discretionary

Submitted By:

City Management Review: Rick

Date: 10/4/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 18

City Council - Goal Setting - July 15, 2023

Vision

- Small Town Charm
- Recreation Opportunities
- RT 66 Tourism
- Sustainability
 - Medical
 - Jobs
 - Family
 - Full Lifecycle
- Retention
- Re-attract
- Strong Business Advocacy
- Public Desires
- Open Communications
- Interactive
- Advantage of Location
- Ease of maneuvering

Goals

- River Road Improvements
- Rt 66
 - Drive Thru
 - Stencil
 - Banners
 - Events
- Downtown Plan
- Pro Business
- Permit Holiday
- Attract Families
- Create New Cultural Events
- Farmer's Market
- Overcome Barriers
- Increase Presence with County and State and Federal representatives, Seek attendance in community
- Fall Festival
- Renaissance Fair
- Cannabis Fair
- Cornfest
- Better Public Relations

- Concerts in the Park
- Scavenger Hunt Geocache
- Pokeman
- Spike's Birthday
- Attract Manufacturing
- Meet with groups
- Veteran's Day
- Not using what we have
- Better utilize the Rodeo Grounds
- Pickle Ball
- Athletic Tourism
- Reduce fees
- Reinforce Needles
- "Needles Rocks"

SWOT

Strengths

- Loyalty
- Mother Heart
- Small Town
- Generous
- Family Oriented
- History
- Location ; FWY/River/Rail
- Name Recognition
- Schools

Weakness

- No Grocery
- Amtrak at midnight
- High Gas \$
- No Housing
- Location
- Limited Medical Services
- Limited jobs
- Lack of Child Care
- Lack of Senior housing
- Lack of Dining
- 1 pharmacy

Threats

- California Regulations
- Utility Availability Water
- Climate
- Federal Cannabis Regulations

Opportunities

- Cheap Power
- Events that capitalize on existing conditions
- Room for Small Business Starts
- El Garces for events & activities
- Out of ordinary
- Art Walk
- Tours
- Art on Electric Boxes

Priorities

- Housing
- Grocery
- Street Repairs
- Manufacturing
- CA Welcome Center
- Walking Path
- Promotions
- Social Media
- Public Service Announcements
- Build/maintain parks ahead of demand
- Landscaping
- Arizona City Property
- More Trees
- More Community Clean ups
- Stronger clean up of private property
- Truck parking



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: April 28, 2015

Title: City Council Resolution No. 2015-27
A Resolution of the City Council of the City of Needles, California
Adopting Goals for the City for Fiscal Year 2015-2016

Background: On January 26, the Council met in a special session to develop goals and a mission statement for the City for the upcoming years.

On February 24, 2015 the City Council requested that prior to adopting the Goals and Mission Statement, there be an additional opportunity to provide further public comment. A public hearing was held at the March 24, 2015 City Council meeting at which no testimony was presented.

At the direction of Council a guest editorial was published in the Needles Desert Star discussing the Goals and the critical necessity to set direction for the City and the need for public input.

At the last Council meeting Councilperson Richardson submitted proposed Vision, Mission, and Values statements to accompany the Goals and requested that the matter be set for Council consideration at this meeting. Exhibit "A", attached, provides the City Council Goals, as well as the Vision, Mission, and Value Statements.

Council Goals are critical to setting direction for the City and will be utilized in every decision that we undertake. They guide the development of the annual operating and capital budgets, city plans, projects, and programs. They should be revisited and reset annually. Once the goals are adopted, staff will prepare specific action plans for achieving them. Those action plans will be submitted to Council for approval.

Fiscal Impact: N/A

Environmental Impact: N/A

Recommended Action: I make a motion to: Approve Resolution No. 2015-27 adopting the City Council Goals for the City for Fiscal Year 2015-2016 identified on Exhibit "A", and direct the City Manager to develop action plans for implementation, and followed up with a mid-year review in September 2015



City of Needles, California Request for City Council Action

Submitted By: Rick Daniels, City Manager

City Management Review: *[Signature]*

Date: 4/27/15

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: #8

RESOLUTION NO. 2015-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEEDLES ADOPTING A VISION, MISSION, AND VALUES STATEMENT
AND 2015 GOALS FOR THE CITY**

WHEREAS, the City Council wishes to establish goals for the City so as to set overall direction for the City in the upcoming year and to measure progress from year to year; and

WHEREAS, the City Council has conducted an extensive and deliberative process of special meetings, public hearings and community engagement to identify the Vision, Mission, and Values Statements and 2015 Goals valued by the City's officials and citizens; and

WHEREAS, the pursuit and achievement of the goals identified in this resolution will tangibly promote the well being and quality of life of all of the Citizens of the City of Needles; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Needles, California, that:

SECTION 1. The Vision, Mission, and Values Statement and 2015 Goals attached to the Resolution as Exhibit "A" are hereby adopted for Fiscal Year 2015-2016.

SECTION 2. This Resolution is effective upon adoption by the City Council of the City of Needles.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 28th day of April, 2015 by the following vote:

**AYES
NOES
ABSENT
ABSTAIN**

Mayor

Attest:

City Clerk

(Seal)

Approved as to form:

City Attorney

2015 Council Goals

- **Assure Long Term Fiscal Stability**
 - Increase Business and Overall Revenue
 - Assure that the El Garces and River's Edge Golf Course sustain themselves,
 - Develop a Grants Procurement Program,
 - *Maintain Balanced Budget and Cost Control*
- **Increase Economic Development**
 - Attract Renewable Energy Enterprises
 - Increase Route 66 Tourism
 - Capitalize on Spike and the Schultz History
 - Facilitate the new Chamber Building
 - Develop Bureau Bay and RV resorts,
 - Encourage Special Events for Residents and Tourists
 - Establish Inland Port and Other Intermodal Opportunities
 - Double Population
- **Increase Responsiveness of City Hall**
 - *Streamline Development Process Reducing Red Tape and Decrease Costs*
 - Adequately Staff City Hall
 - Conduct Employee Recognition Activities
- **Improve Transportation**
 - Improve Rt. 66, I-10, North Needles Highway, and U.S. 95
 - Develop Streets *Capital Improvement Program*
 - Work with BNSF
 - Identify Ways to Improve the Airport
 - Establish a Walking Path
- **Regional Cooperation**
 - Work with San Bernardino County and Other Tri-State Entities
 - Work with the Fort Mohave Indian Tribe
- **Improve Public Safety**
- *Provide Dependable High Quality Water, Waste Water, and Electric Services*

Vision Statement

Our vision is a prosperous, safe, progressive full service paradise in the desert; a friendly, family-oriented community in which to live, work and play along the Colorado River where the historical past comes alive.

Mission Statement

The mission of the City is to deliver cost effective and efficient public services to meet obligations and satisfy the community's needs of Public Safety, Public Works, Public Utilities, and Parks and Recreation.

Value Statement

The City will conduct all of it's business in accord with the following values;

Honesty

Communicate in the most forthright and clear manner which invites open dialogue with the public.

Integrity

Adhere to the highest standards of professionalism, ethics and personal responsibility, worthy of the trust our citizens' place in us.

Fairness

Treat all citizens and businesses with justice and equity.

Teamwork

Value the contributions of all, blending the skills of individual in unsurpassed collaboration and cooperation.

Respect

Treat everyone in our diverse community, with dignity and fairness.

Excellence

Deliver the best and highest quality service through the dedicated effort of every team member.

Stewardship

Sustain and reinvest in our mission and extended communities by wisely managing our human, natural and financial resources.

City Council formulating vision for Needles

This century old city at the confluence of the Colorado River, Interstate 40, and the Burlington Northern Santa Fe Railroad where Nevada, Arizona, and California join has a deep and meaningful past starting with our native people and bringing us to today. Needles has a bright future as well, if we make it so through collective, collaborative, and cooperative efforts.

The novelist Lewis Carroll said, "If you don't care where you are going then any road will get you there." The City Council began, in January, to discuss what events might shape our future, make an honest assessment of our current situation, and create a common vision and a roadmap on how to get there. What came out of that meeting was a strong sense of our destination and specific actions the city will undertake in its self-determination.

"A family oriented and economically prosperous community along the Colorado River where history comes alive" is the vision. The nuggets of that vision exist today, but our potential is far from realized. It will take partnerships throughout the region to get us there. Many harken back to an earlier time when the city was bigger with more stores and homes were new. In 1960 the City's population was reported to be around 4,600. It is now about 4,800.

The El Garces was home to the railroad, the Harvey House served the traveling public, and a thriving hotel occupied the upper floor. The 1970s brought the Interstate, Bullhead City and Laughlin did not exist and Kingman and Lake Havasu were a shadow of their current selves. The world has changed. Our region has changed, and our community must change in order to rehabilitate itself, breathing new life into its roots and aggressively pursuing the things that can create new vitality.

The City Council, with public input, has developed the goals for the next few years and city staff is now working on specific actions that can bring that vision to full bloom.

- Assure long term fiscal stability. Specifically, the city needs to work with local businesses to grow and prosper. A healthy business community provides not only much needed goods and services, but jobs and funding essential to allow the city to provide public safety, public works, and parks and recreation services. The city must operate with a balanced budget and assure that enterprises such as the El Garces, transit service, golf

course and cemetery fund themselves. The future is costly and will likely require some outside help. In the areas of streets, utilities and other city infrastructure there are state and federal grant programs that need to be pursued.

- Economic development. The city needs to retain and expand existing businesses, recruit new businesses, and attract more tourists to the river, along Route 66, and Peanuts car-



RICK DANIELS
NEEDLES
CITY MANAGER

tions through promotions and marketing. The transportation advantages that the railroad and freeway present are unique in the region and the development of an "Inland Port" focusing on freight movement and logistics needs to be pursued. Riverfront development at Bureau Bay and new residential development in North Needles will be great additions to the city.

- Increase the responsiveness of city hall. Every effort needs to be made to reduce the red tape and impediments to growth and development, reduce costs while still being effective, adequately staff city services, and recognize the efforts of city staff working to improve the quality of life in Needles.

- Improve transportation. Big state and federally funded projects on the I-40 to J Street connector and the North Needles Highway, 20 years in the making, are scheduled to start construction within the next 12 months. But the condition of the local streets and sidewalks is deteriorating faster than the state shared gas tax and county sales taxes can fund. The city is assessing the condition of every road segment and identifying specific treatments required to maintain and repair our roads and sidewalks.

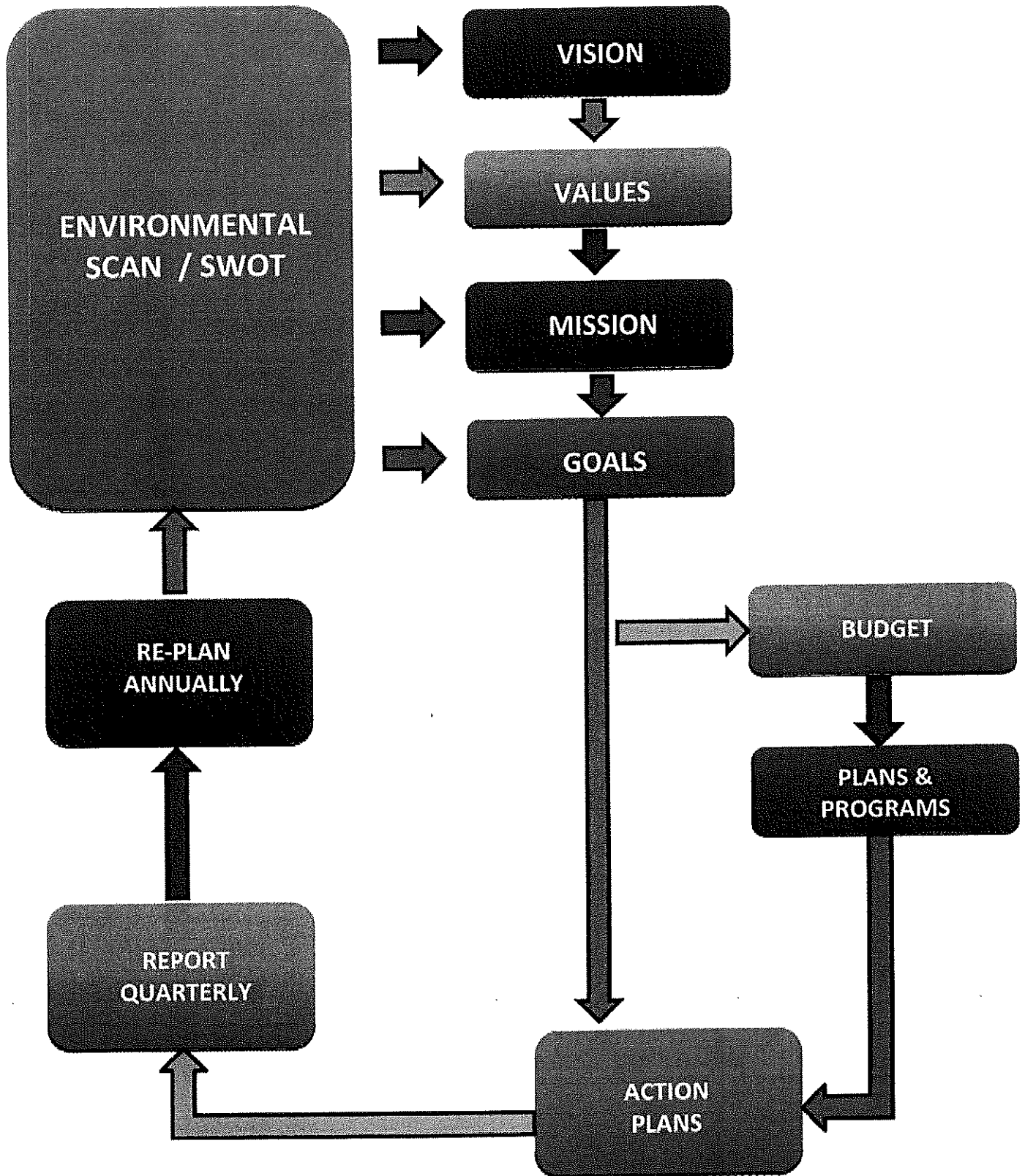
- Regional cooperation. Needles does not live on an island. We are part of the Tri-state region, San Bernardino County, state of California, and the Fort Mojave Indian Reservation. The city is served by the

Needles Unified Public School District and the Palo Verde Community College District who prepare our youth to attain the skills and knowledge to prosper individually. The Bureau of Land Management and the National Park Service own and manage large portions of our hinterland which can greatly assist the city in achieving its future. Our challenges are often bigger than ourselves and we need to work with all of our public agency partners on service efficiencies and funding priorities.

- Improve public safety. Prosperous communities are safe communities. The vast majority of the city expenditures are in the Public Safety arena: police, fire and animal control. Police and fire services are provided by San Bernardino County, but paid for by the city. While the service levels are effective with a decreasing crime rate and a good emergency response time, the costs are becoming difficult to manage, causing serious funding stress to parks and recreation and public works programs. New service models need to be developed.

- Dependable and safe public utilities. Part of the history of the city involves frequent and long-lasting blackouts, groundwater contaminating landfills, and serious contamination from sewage flows into the Colorado River. Much progress in these areas has occurred through the efforts of the Needles Public Utility Authority. We all expect the lights to go on when we flip the switch, the toilet to flush, and clean water to appear when we turn on the faucet. We need those assurances now, next month, next year and next decade. Each of these services needs to be reviewed to assess their existing condition, development of a proactive strategic maintenance and capital replacement program, and acquiring the funding to assure the community's critical physical foundation. Evermore so we live in a world of limits which require us to conserve water and electricity, recycle our trash, and to protect the quality of our river which we rely on for drinking, fishing, swimming and attracting tourists to our economy.

Admittedly these are lofty goals and will take some time to achieve, but they are a very good start. For more information please go to the city's website, talk to your mayor and city council members, and join the cause by doing what you can to make sure that our home on the river can be the best of our dreams.



STRATEGIC PLANNING



City of Needles, California
Request for City Council Action

Item 19.

☒ CITY COUNCIL ☐ NPUA ☐ HACN ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: Accept the Memorandum of Understanding with Janet Jernigan for the El Garces Rental Program

Background: At the September 12, 2023 Council meeting. Council gave direction to draft an Memorandum of Understanding "MOU" for the Rental Program of the El Garces with Janet Jernigan.

The attached MOU outlines the following tasks to be performed by the individual:

1. Pursuant to the terms of this Memorandum of Understanding, Individual agrees to assume responsibility for maintaining the El Garces Rental Program at no cost.
2. The individual commits to facilitating meetings with potential renters interested in booking the El Garces/AMTRAK room. During these meetings, they will provide comprehensive information regarding the available setup options and the City's rental regulations.
3. The individual is tasked with the responsibility of filling out the rental application and remitting the necessary rental fees to the city.
4. The individual undertakes the responsibility of coordinating the cleaning of the rented area and the setup of the event by the City's designated crews.
5. The individual is responsible for conducting a thorough post-event inspection of the rented area and retrieving the key from the renter.

Exhibits:

- Exhibit "A" Proposed MOU

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

Recommended Action: Accept the Memorandum of Understanding with Janet Jernigan for the El Garces Rental Program

City Management Review: T. Lee

Date: 10/5/23

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

Agenda Item: 19

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NEEDLES AND JANET JERNIGAN

This Agreement is entered into effective as of October 10, 2023 (the "Effective Date"), by and between the City of Needles ("City") and Janet Jernigan ("Individual"), to facilitate the rentals of the El Garces. Together the Person and the City shall be referred to as the "Parties".

RECITALS

WHEREAS, in Spring of 2014, the City of Needles completed the renovation/restoration efforts for the El Garces Transportation Depot; and

WHEREAS, in 2014, the city entered into an agreement with the Ivy Group for leasing and rentals of the El Garces and terminated October 15, 2015; and

WHEREAS, the City and the Individual desire to enter into this Memorandum of Understanding ("MOU") setting forth the manner in which the Person will assume responsibility for operation of the El Garces Rental Program.

UNDERSTANDING AND AGREEMENT

1. Pursuant to the terms of this Memorandum of Understanding, Individual agrees to assume responsibility for maintaining the El Garces Rental Program at no cost.
2. The individual commits to facilitating meetings with potential renters interested in booking the El Garces/AMTRAK room. During these meetings, they will provide comprehensive information regarding the available setup options and the City's rental regulations.
3. The individual is tasked with the responsibility of filling out the rental application and remitting the necessary rental fees to the city.
4. The individual undertakes the responsibility of coordinating the cleaning of the rented area and the setup of the event by the City's designated crews.
5. The individual is responsible for conducting a thorough post-event inspection of the rented area and retrieving the key from the renter.

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

CITY OF NEEDLES

A municipal corporation and charter city

By: _____

Title: _____

JANET JERNIGAN

Individual

By:  _____

Title:  _____

ATTEST:

By: _____
Dale Jones, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney



City of Needles, California Request for City Council Action

Item 20.

☒ CITY COUNCIL ☐ NPUA ☐ HACN ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: Visitor Center Services Agreement Amendment

Background: On April 27, 2021, the City of Needles entered into an agreement with the Needles Area Chamber of Commerce to take on the management responsibilities of the City of Needles Visitor's Center. The Chamber submitted a comprehensive proposal detailing their intended approach to overseeing the Visitor's Center.

In early August of 2021, the Chamber of Commerce convened a meeting with City Staff to conduct a thorough review of the scope of services that had been approved by the City Council. During this review, the Chamber identified specific tasks within the approved scope that were more closely aligned with the objectives of the Chamber of Commerce, rather than the core responsibilities of the Visitor's Center.

Subsequently, City Staff collaborated with the Visitor Center Subcommittee to propose amendments to the scope of services and tasks to be undertaken by the Chamber in managing the Visitor's Center. These proposed amendments are outlined in detail in the Attached Exhibit A and include:

- Removal of the requirement for quarterly reporting on the number of tours given and events scheduled in the El Garces.
- Elimination of event coordination and planning responsibilities.
- Establishment of new operational hours from 10:00 AM to 3:00 PM, Tuesday through Saturday.
- Removal of Holiday Hours provisions.
- Elimination of Billboard signage requirements.
- Abolishment of the summer hour schedule.
- Exclusion of any references to Chamber responsibilities, such as grand openings, ribbon-cutting ceremonies, meet and greets, community events, and attendance at Tri-state Area Mixers.
- Elimination of event-related requirements.

Recommended Action: Approve the proposed Amendments to the Services Agreement with the Needles Area Chamber of Commerce as outlined in the Attached Exhibit "A"

Submitted By: Patrick Martinez, Assistant City Manager

City Management Review:

Date:

10-6-2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 20

Exhibit "A"

Item 20.

CITY OF NEEDLES SERVICES AGREEMENT [REVISED 04/26/21]

1. PARTIES AND DATE.

This Agreement is made and entered into this 27 day of April, 2021, between the **CITY OF NEEDLES**, a California Charter City, (hereinafter referred to as the "City") and **NEEDLES AREA CHAMBER OF COMMERCE**, a California non- profit mutual benefit corporation (hereinafter referred to as "Chamber"). City and Chamber are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Services.

The City solicited proposals to operate the City of Needles Visitor's Center pursuant to that certain Request for Proposals ("RFP"), which is attached hereto as **Exhibit "A."**

2.2 Proposal.

Chamber has made a proposal ("Proposal") and was submitted to the City on February 5, 2021 provide such Services, which Proposal is attached hereto as **Exhibit "B."** Which includes using available cash of approximately Ninety Thousand Dollars (\$90,000.00) and donations of cash and/or construction work totaling approximately Ninety Thousand Dollars (\$90,000.00) for an aggregate total of at least One Hundred and Eighty Thousand Dollars (\$176,000) to make tenant improvements to Visitor Center portion the El Garces. In addition, Chamber shall perform the following services:

- The Chamber will provide a quarterly report to the City on contacts with visitors such as:
 - Foot traffic at the VC
 - Email count
 - Phone call count
 - ~~Tours given~~
 - ~~Events scheduled in the El Garces~~
 - Other information as requested by council regarding operation of the VC

CHAMBER AGREES THAT IT SHALL COMPLETE THE TENANT IMPROVEMENTS FOR THE THE VISITOR CENTER AND THE CHAMBER OFFICES AND OPEN FOR FULL TIME REGULAR BUSINESS ON OR BEFORE DECEMBER 31, 2021. IF CHAMBER FAILS TO COMPLY WITH THE FORGOING OBLIGATIONS WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE BY CITY, CITY MAY TERMINATE THIS AGREEMENT AND TAKE POSSESSION OF THE PREMISES IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER THIS AGREEMENT OR AT LAW.

2.3 Chamber.

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

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 Services. Chamber agrees to perform the services described herein and in **Exhibit "A" and Exhibit "B"** ("Services"). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal and the RFP. Chamber designates their President as Chamber's professional responsible for overseeing the Services provided by Chamber.
- 3.1.2 Term. This Agreement shall remain in effect for a period of five years, commencing on the Commencement Date as defined in Section 11 of the Lease Agreement between the parties of even date ("Term"). The Term shall be subject to eight (8) mutually agreeable options to extend for three (3) years each. However, either party may terminate the option by providing the other party with written notice at least 90 days in advance of the end of the then applicable Term.
- 3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms binding on the City other than the Services to be rendered, the schedule and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of Chamber.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Chamber or by its employees and volunteers under Chamber's supervision. Chamber will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. The City retains Chamber on an independent contractor basis and not as an employee. Chamber 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 Chamber shall also not be employees of the City and shall at all times be under Chamber's exclusive direction and control. Chamber 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. Chamber 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 Chamber shall be solely responsible for managing and supervising its personnel and employees. Chamber shall further be responsible for all reports and obligations, including, but not limited to social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Standard of Care; Performance of Employees. Chamber shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by person in the same industry in the State of California. Chamber represents and maintains that it is skilled in the professional calling necessary to perform the Services. Chamber warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Chamber 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, Chamber 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 Chamber's failure to comply with the applicable standard of care. Any employee of the Chamber or its sub-contractors 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 Chamber and shall not be re-assigned to perform any Services to City.

3.2.3 Laws and Regulations. Chamber shall keep itself fully informed of and in compliance with applicable local, state, and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Chamber shall be liable for all violations of such laws and regulations in connection with the Services. If the Chamber performs any work contrary to such laws, rules, and regulations and without giving written notice to the City, Chamber shall be solely responsible for all costs arising therefrom. Chamber shall defend, indemnify, and hold the City, its officials, employees and agents, pursuant to the indemnification provisions of this Agreement, from any claim or liability to the extent arising out of any failure or alleged failure of Chamber to comply with such laws, rules or regulations.

- 3.2.4 Employment Eligibility. Chamber shall be solely responsible for obtaining Employment Eligibility Verification information from Chamber's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Chamber's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Chamber employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Chamber hereby certifies under penalty of perjury under the laws of the State of California that the Chamber will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Chamber shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Chamber 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 Chamber's employees, appropriate to the nature of the work and the conditions under which the work is to be performed.

4. Indemnification; Insurance.

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

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

5. Responsibilities of City.

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

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

6. Fees and Payments.

6.1 Compensation. City agrees to pay the Chamber the fixed sum of Two Thousand Dollars (\$2,000.00) per month as Chamber's sole and only compensation under this Agreement. No other compensation shall be due to the Chamber for performance of the Services. Compensation for partial months shall be subject to proration based on the number of days of Service provided divided by the number of days in the month. The provisions of the "Management Services Cost Proposal" of the Proposal are void and of no effect concerning the payment of compensation and as to Tenant Improvements.

6.2 Invoices. Chamber shall submit to the City a monthly itemized statement which clearly sets forth work completed, hours of Services rendered with detail regarding fulfillment of goals and metrics contained in this Agreement, the Proposal and other Visitor Center projects. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the right to review and audit all invoices prior to or after payment to Chamber. This review and audit may include, but not be limited to City's:

a. Determination that each all Services have been rendered in accordance with this Agreement.

6.3 Payment. If the work is reasonably satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt.

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

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

6.6 Prevailing Wages. Chamber 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, Chamber agrees to fully comply with such Prevailing Wage Laws. The City shall provide Chamber with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Chamber 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 Chamber's principal place of business and at the project site. Chamber shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Accounting Records.

6.7.1 Maintenance and Inspection. Chamber shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Chamber 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. Chamber 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. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to percentage mark-ups or multipliers.

7. General Provisions.

7.1 Termination of Agreement.

7.1.1 Grounds for Termination. The City or Chamber may, by written notice to the other party, terminate this Agreement at any time in the event of a breach of this Agreement or the Lease Agreement by giving written notice to the other party of such termination, and specifying the effective date thereof. Upon termination, Chamber shall be compensated only for those Services which have been actually and adequately rendered to the City, and Chamber shall be entitled to no further compensation. Either party may terminate this Agreement without cause by providing ninety days' written notice to the other party.

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

7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

To Chamber: **Needles Chamber of Commerce**
119 F Street
Needles CA 92363
 Attention: Chamber President

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

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

7.3 Ownership of Materials and Confidentiality.

7.3.1 City Ownership. All documents and data ("Documents & Data"), including data on electric, digital, or magnetic media, prepared by Chamber under this Agreement shall be the property of the City, except that Chamber 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 Chamber, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Chamber shall first obtain the written approval of the City Manager.

7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Chamber in connection with the performance of this Agreement shall be held confidential by Chamber. Such materials shall not, without the prior written consent of the City, be used by Chamber 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 Chamber which is otherwise known to Chamber or is generally known, or has become known, to the industry or is disclosed pursuant to the requirements of a governmental authority or judicial order, shall be deemed confidential. Chamber shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

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

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

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

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

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

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

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

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

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

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

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

7.16 Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Chamber has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Chamber agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Chamber shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

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

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

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

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

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

7.23 Limitation of Liability. The total amount of all claims the City may have against the Chamber or that Chamber may have against City under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the compensation received by Chamber. As the City's and Chamber's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Chamber or City, as the case may be, and not against any of the City's or Chamber's employees, officials, officers or directors. Neither the City nor the Chamber shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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

CITY: (City of Needles)

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

BY: _____

TITLE

:

DATE

:

CHAMBER:

Needles Area Chamber of Commerce,
a California nonprofit mutual benefit corporation

BY: George De Leon

TITLE: President

DATE: 4-27-2021

EXHIBIT A

Request for Proposals

[Attached behind this page]

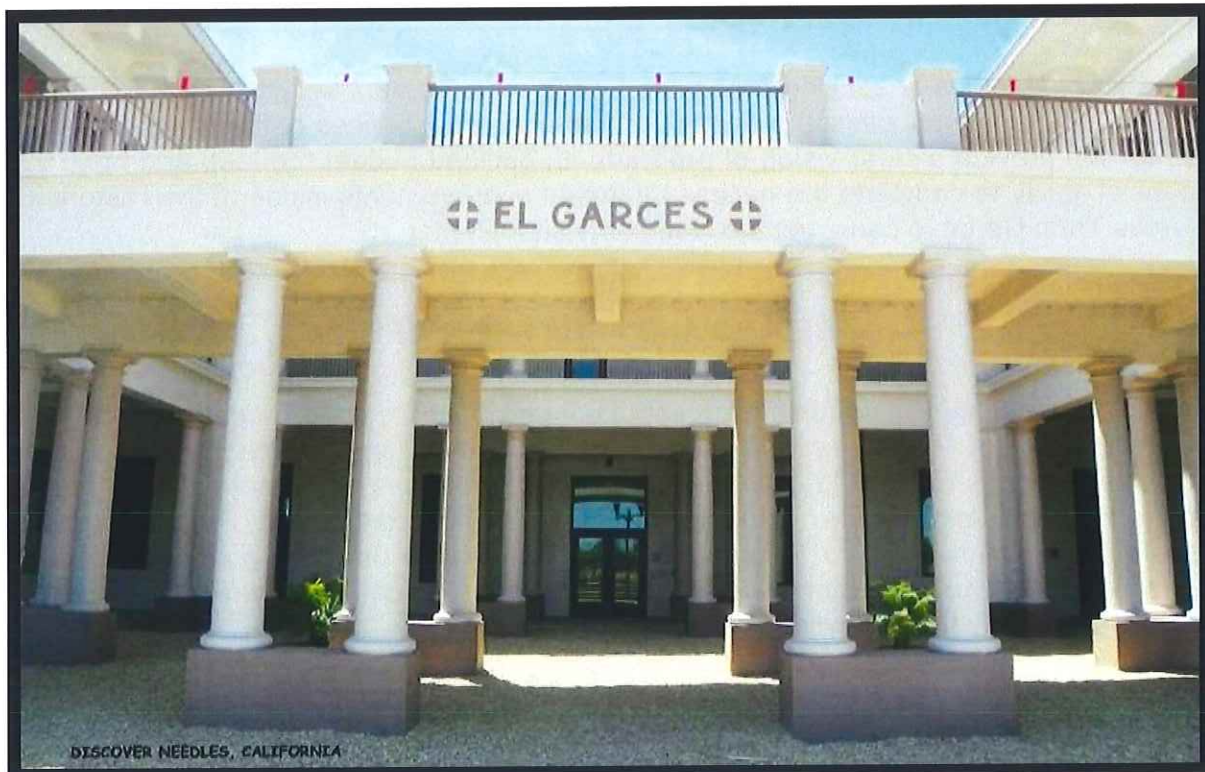
Addendum #1



**REQUEST FOR PROPOSALS FOR A VISTOR CENTER
INSIDE THE HISTORIC EL GARCES TRAIN DEPOT
NEEDLES, CALIFORNIA**

Submittal Deadline: 3:30 pm – January 25, 2021

Question Submittal Deadline: January 18, 2021





The City of Needles is seeking proposals for the management services of the Needles Visitor Center. The successful proposal for management services of the Needles Visitor Center will provide a clear vision of program, an outlined budget request, and have the financial ability to complete the necessary tenant improvements inside of the Historic El Garces Train Depot to construct the Needles Visitor Center.

NEEDLES AND AREA AMENITIES

The City of Needles is a community of approximately 5,200 residents located on the east coast of California. With three (3) Needles Area Transit bus stops adjacent to the property and direct access to Interstate 40, residents and businesses enjoy easy access to the entire Tri-State region. The proximity to public transportation may reduce parking requirements, allowing zero to one space per residential unit and potentially reduce commercial parking requirements. The annualized average daily trips along Interstate 40 are approximately five (5) million.

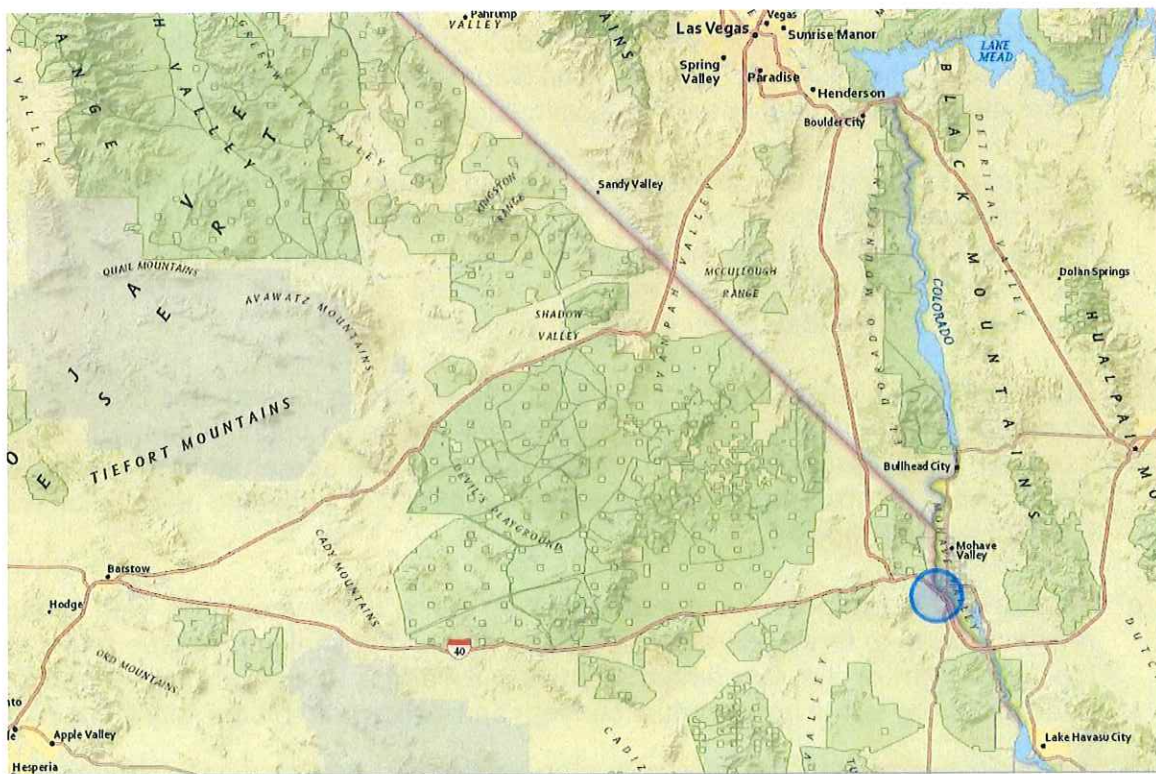
The City of Needles is experiencing significant economic growth because of our lower power rates attracting nearly 760,000 square feet of new cannabis industry to our community. Over the last two years the City's population has increased nearly 3% with a 2.2% unemployment rate, one of the lowest in San Bernardino County. The development of a new suite being occupied at the Historic El Garces Train Depot is a great excitement

to the City. With the Museum directly across the street from the Historic El Garces Train Depot.

The City of Needles residents enjoy abundant park and open space recreational areas and public facilities including a City-operated Senior Center, Community and Swim Center, Boat Launching Facility and Golf Course. The City's location also affords easy access to regional amenities such as the Colorado River, Pirates Cove Resort and Marina at Moabi Regional Park, Havasu National Wildlife Refuge, and Grapevine Canyon Petroglyph Site. (See Figure 2)

The City has made significant strides in improving this Historic Building with Major Structure Improvements as the building was built in the early 1900's by construction a New Roof and New Suites awaiting Tenet Improvements to the building. The building is located downtown in the center of town with Santa Fe park which fronts the building. Infrastructure with over \$6 Million in upgrading our Needles Area Transit Bus Stops, replacing curb asphalt and sidewalks, improving our electrical system reliability by upgrading our electrical infrastructure, and rejuvenating Rotary Park providing a great addition to the neighborhood adjacent the Historic El Garces Train Depot.

Figure 2- Regional Map



SCOPE OF SERVICES

The City of Needles requires the following to manage the City of Needles Visitor Center:

- a. **Adequate Staffing:** The Proposer must maintain adequate staffing during operating hours as the Visitor Center is the first stop made by visitors to find information about the City of Needles. The Proposer must provide information about the community and visitor programs, events, and exhibits.
- b. **Operating Hours:** A successful Proposer will provide a schedule for operating hours and identify which holidays the Visitor Center will be open.
- c. **Performance Matrices:** The Proposer is expected to provide measurable performance matrices to illustrate the success of the visitor center on an annual basis or upon request that may include the following:
 - a. Number of contacts
 - b. Number of referrals
 - c. Impact of advertisements
 - d. Report on community events/impact
 - e. Breakout, by business type, for which information was requested
 - f. Specific actions taken by the Visitor Center
- d. **Facility Tenant Improvements:** The Proposer will operate the Needles Visitor Center within the Historic El Garces Train Depot and complete the required Tenant Improvements to properly promote local business, events, and activities.
- e. **Financial Ability:** The Proposer is expected to submit a copy of a current financial statement demonstrating their ability to pay rent and all utilities for their work area in the El Garces and fund the necessary tenant improvements required for the Visitor Center. Additional information on recent or current relationships with sources of equity and debt financing are also welcome.
- f. **Contract Formation:** A contract in this matter will not be formed until executed by all parties. Performance under the contract will not begin until the contract is fully executed by all parties. A sample professional services agreement are provide as attachments. Terms and conditions of the agreement is subject to negotiation with the successful Proposer.
- g. **Terms and conditions:** A contract will be for a three-year term with annual renewal for up to three years. Neither party has any obligation to agree to extend the initial term of the Agreement. Parties may agree to extend the contract for additional year terms upon mutual consent and agreement by the City Council.

- h. **Subject to Appropriation:** Compensation for services requires the City of Needles City Council to annually appropriate funds for payment of services. The obligation of the City to provide funding is subject to the availability of funds lawfully appropriated for that purpose by the Needles City Council.



PROPOSAL AND SUBMISSION REQUIREMENTS

Submittal: Hard copies consisting of two [2] original collated binders and one [1] unbound, 8.5" x11" collated copies of the proposal (except for plans which may be 11" x 17") and an one [1] electronic copy of the submittal must be received by the City of Needles City Clerk no later than **January 25, 2021 at 3:30 pm.** Late proposals, electronic transmittals and facsimiles will not be accepted. Deliver hard copies to:

City of Needles/ Dale Jones, City Clerk
817 Third Street
Needles, CA 92363

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below:

- a. **Letter of Transmittal:** Briefly state your Proposer's understanding of the services to be performed and make a positive commitment to provide the services as specified. The letter must be signed by a corporate officer or other individual who has the authority to bind the Proposer.
- b. **Profile of the Management:** Describe your organization and key staff experience and qualifications in the following areas:
 - a. Facilities Management
 - b. Operations Management in the Visitor Industry
 - c. Public/Customer Service Focus
 - d. Tourism
 - e. Advertising/Promotion
 - f. Special Event Planning/Coordination
 - g. Any other experience you deem applicable to the RFP.

Identify key staff who will provide services on behalf of the Proposer. Resumes should be included for each individual referenced. Description of the use of volunteers for staffing or organizational needs if applicable.

- c. **Scope of Work Section:** Provide a narrative on how your organization will fulfill the Scope of Work, provide the required services for Visitor Center Management in a Plan of Operations, and discussion on proposed performance matrices.

Specifically describe and provide detail on facility (hours of operation, facility layout and capabilities, days/hours, personnel including paid and volunteers, operations management plan, success metrics, detailed marketing plan (tactics and strategies for promotion, and advertising sectors to be utilized). Describe how you will create and offer a static display of materials that include brochures, pamphlets and other written information and materials to visitors inside the Visitor Center.

Additionally, include a narrative on how your organization will ensure you collaborate with other like organizations to ensure unity of effort in the promotion and messaging. Describe how your organization will promote City of Needles businesses and showcase available lodging options (including hotels, motels, campgrounds can camping areas), dining options (including both quick-serve (fast food) and sit-down options, and listing and information on activities within the region, including both city and privately sponsored activities.

The following services are additional requirements identified by the City Council:

- Develop an inventory of potential film locations within the City/community (Downtown, Cannabis facilities (if applicable), Parks, Boat Launch and Desert Scape).

- The Proposer shall be available with a physical location (tent, table or otherwise) to visitor's at a minimum of six (6) community events per year.
 - The Proposer shall develop a website or application (APP) for the Needles Visitor Center that provides information for all services being provided and will post at the facility signage that directs visitor traffic to the site.
- d. **Cost Proposal:** Provide the proposed cost for Visitor Center Management and describe how the funding will be utilized.
- The cost proposal must be per year for the initial contract period three year (with a potential for renewal of up to three additional years) and open for acceptance by the City for a period of not less than ninety (90) calendar days from the date the proposal is due. The cost proposal page must be placed in a separate sealed envelope for each Schedule for which the Proposer is submitting a bid and marked "City of Needles Visitor Center Management Services-Cost".
- e. **Use of Facilities:** The Proposer will lease space from the City for the Visitor Center inside within the Historic El Garces Train Depot located at 950 Front Street, Needles CA 92363. The Proposer is responsible for the payment of utilities. Proposer shall describe what part of the facility they intend/need to use for their proposal. All facilities must meet ADA requirements and be in compliance with City of Needles building codes.
- f. **References:** The proposal shall include a list of five (5) references for work performed by the Proposer similar to this engagement. The City may contact references to ascertain the Proposer's performance, specifically in the areas of knowledge and expertise, customer satisfaction, and conformance to a similar Scope of Work as this engagement.

EVALUATION PROCESS AND CRITERIA

A committee of individuals representing the City of Needles will evaluate the proposals. The committee will rank the proposals as submitted. The City of Needles reserves the right to award an agreement solely on the written proposal.

The City also reserves the right to request oral interviews with the highest ranked Proposers. The purpose of the interviews with the highest ranked Proposers is to allow expansion upon, and possible refinement of the written responses. A second score sheet will be used to score those Proposers interviewed. The final recommendation for selection will be based on the total of all evaluator's scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The Proposer, whose proposal is ranked highest by the evaluation committee, may be invited to enter into final negotiations with the City for the purposes of agreement award.

Proposals will be reviewed and scored by factors to include:

1. Proposer's experience managing a similar facility/program
2. Qualifications and resumes of the key staff assigned/use of volunteers
3. Proposer's references
4. Plan of Operations
5. Cost
6. Financial ability to complete tenant improvements and operate the Visitor Center

LIMITATIONS AND CONDITIONS

The City reserves the right to:

- Request additional information from any Proposer.
- Extend the due date of the RFP.
- Reject, in whole or in part, any or all submittals, and to waive minor irregularities in the submittal.
- Cancel, in whole or in part, or modify this *Request for Proposals* solicitation.
- Issuance of this RFP and receipt of proposal does not commit the City to award a contract. Any statements made by City staff or representatives are not a contract or a commitment of any kind by the City and do not commit the City to award an exclusive negotiating agreement or constitute an offer to sell the property.
- Proposers are responsible for all costs associated with preparing their submittal. No reimbursement will be made by the City for any cost incurred by Proposer in preparation of the response to this RFP.
- Respondent's Duty to Investigate:
 1. It will be the sole responsibility of the selected Respondent to investigate and determine conditions of the Site, including existing and planned utility connections, the suitability of the conditions for any proposed improvements, the status of any hazardous material remediation and the need for any additional remediation of the property.

2. The information presented in this RFP and in any report or other information provided by the City is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The City and their employees and advisors provide no representations, assurances or warranties pertaining to the accuracy of the information and no persons responding to this RFP is entitled to rely upon any of the information provided.
- All responses to this RFP shall become the property of the City. The City may use any and all ideas and materials included in any submittal, whether or not the respondent is selected.
 - Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, California Government Code §§ 6250 through 6276.48) ("CPRA"), which generally mandates the disclosure of documents in the possession of the City upon the request of any person upon conclusion of the selection process, unless the content of the document falls within a specific exemption category.
 - Non-Liability: By participating in the RFP process, each Respondent agrees to hold the Successor Agency and City and its and their officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFP, the Property and any information provided by the City or the Successor Agency regarding the Property.

CONTACT INFORMATION

For additional information or questions about this solicitation of proposals please contact:

Patrick Martinez, Director of Development Services pmartinez@cityofneedles.com

760-326-2115 ext. 126

RESOURCE DOCUMENTS AVAILABLE

The following documents are available on-line through the City's website

<http://www.cityofneedles.com>

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

1. PARTIES AND DATE.

This Agreement is made and entered into _____, **2021**, by and between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the "City") and _____ (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consulting services to the City as represented in the Request for Proposal.

2.2 Project.

To serve as the professional firm to assist the City with its the Services identified in the Proposal attached hereto as Exhibit "A". 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 Consultant ("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 until report is complete.

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 and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.5 Qualification and License. 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 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 \$1 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 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. Within the limits of Consultant's insurance coverage, 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.

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 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, See Exhibit A.
- 3.4.2 Payment of Compensation. Consultant shall submit to the City a monthly 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 supplies during the prior month. The statement shall describe the amount of Services and supplies provided since the initial commencement date subtracted from the maximum authorized billings as well as the amount of Services and supplies 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. 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, except for costs of mileage to and from City at mileage rates published by the Internal Revenue Service.

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. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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:

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

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

Proposal

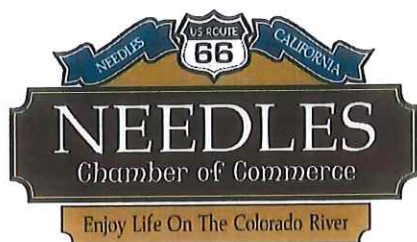
[Attached behind this page]

DRAFT

EXHIBIT B

Proposal

[Attached behind this page]



**CITY OF NEEDLES VISITOR CENTER
MANAGEMENT SERVICES COST PROPOSAL**

Please find enclosed our Cost Proposal (as required in section d, and outlined in Addendum No. 2) for operation of the Needles Visitor Center in El Garces, located at 950 Front Street, Needles, CA 92363.

We have also enclosed our Building Cost Proposal, outlining our budget and building costs, showing that we have the financial ability to complete the necessary tenant improvements inside the Historic El Garces Train Depot to construct the Needles Visitor Center.

As the Needles Area Chamber of Commerce, in essence, currently functions as a visitor center, we believe we are the best candidate to successfully operate a visitor center for the City of Needles. The Needles Area Chamber of Commerce is a recognized name, not only in Needles, but in the Tri State area. Chambers of Commerce exist in almost every city across the nation, and travelers naturally call the Chamber when they are looking for local information. The transition will merely be one of physical location, simply moving from one building to another.

In our budget proposal, we are asking the City to cover rent and utilities in the City owned El Garces, as well as our payroll expenses. Because of Covid, the Chamber has not been able to hold any events, and generate that income, and therefore does not have the budget to cover the increased operational costs of being in El Garces at this time. Other operational costs (as outlined in our profit and loss statements) are already built into the Needles Area Chamber of Commerce budget, and will continue to be covered by the Needles Area Chamber of Commerce.

The Needles Area Chamber of Commerce has a history of working with the City of Needles, and has already invested significant time and money into moving into El Garces and operating a Visitor Center for the City of Needles. We look forward to successfully completing this endeavor and promoting and serving our City.

Sincerely,

A handwritten signature in blue ink, reading 'George De Leon', is written over the 'Sincerely,' text.

Needles Area Chamber of Commerce
Board President

**NEEDLES CHAMBER OF COMMERCE
VISITOR CENTER - EL GARCES BUILDING BUDGET**

AVAILABLE BUILDING FUNDS			\$	60,139.00
AVAILABLE SAVINGS FUNDS			\$	57,363.71
TOTAL AVAILABLE FUNDS			\$	117,502.71
BIDS	DONATION	EXPENSE		
BANKER INSULATION - R-13 WALLS		\$2,500.00		
TLV ENTERPRISES - STEEL FRAME		\$17,000.00		
AZTECA CONCRETE - ALL CONCRETE	\$5,000.00	\$0.00		
PROJECT MANAGER - \$110/HOUR	\$50,000.00	\$0.00		
DOORS	\$0.00	\$2,090.00		
ROBINSON ELECTRIC - ELECTRICAL	\$20,000.00	\$0.00		
RIVER VALLEY AIR - HVAC	\$10,000.00	\$0.00		
COLORADO RIVER PLUMBING	\$0.00	\$11,520.00		
T-BAR & CEILING TILES - ESTIMATED	\$0.00	\$16,000.00		
PAINT - ESTIMATED	\$0.00	\$9,000.00		
DRYWALL - ESTIMATED	\$0.00	\$9,500.00		
TRIM WORK - ESTIMATED	\$0.00	\$4,500.00		
FLOORING, CABINETS, COUNTER TOPS	\$0.00	\$18,537.00		
TOTAL COST BREAKDOWN	\$85,000.00	\$90,647.00		
TOTAL PROJECT COST	\$ 175,647.00			
CHAMBER FUNDS AVAILABLE			\$	117,502.71
EL GARCES EXPENSE			\$	90,647.00
TOTAL CHAMBER NET RESERVE			\$	26,855.71

**NEEDLES CHAMBER OF COMMERCE
VISITOR CENTER - EL GARCES OPERATIONAL BUDGET
(TO BE PAID BY THE CITY)**

YEAR ONE			
EXPENSE	WEEKLY	MONTHLY	ANNUAL
RENT ALLOWANCE	\$171.32	\$742.37	\$8,908.44
UTILITIES (ESTIMATE) ALLOWANCE	\$69.23	\$300.00	\$3,600.00
PAYROLL EXPENSES	\$726.21	\$3,147.92	\$37,763.12
FURNITURE	ONE TIME EXPENSE - OFFICE EXPRESS		\$8,908.55
YEAR ONE TOTAL EXPENSE		\$59,180.11	
YEAR TWO			
RENT ALLOWANCE	\$171.32	\$742.37	\$8,908.44
UTILITIES (ESTIMATE) ALLOWANCE	\$69.23	\$300.00	\$3,600.00
PAYROLL EXPENSES	\$726.21	\$3,147.92	\$37,763.12
YEAR TWO TOTAL EXPENSE		\$50,271.56	
YEAR THREE			
RENT ALLOWANCE	\$171.32	\$742.37	\$8,908.44
UTILITIES (ESTIMATE) ALLOWANCE	\$69.23	\$300.00	\$3,600.00
PAYROLL EXPENSES	\$726.21	\$3,147.92	\$37,763.12
YEAR THREE TOTAL EXPENSE		\$50,271.56	

*RENT IS BASED ON \$.61 PER SQ. FOOT @ 1217 SF

*PAYROLL EXPENSE IS BASED ON 40 HOURS PER WEEK AT MINIMUM WAGE, PLUS ADMINISTRATIVE COSTS, INSURANCE AND TAXES = \$18.16/HR

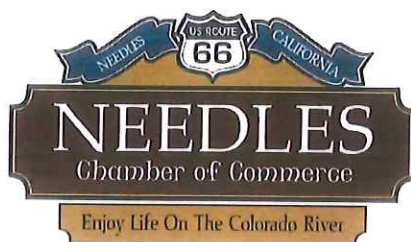
*FURNITURE - SEE ENCLOSED QUOTE FROM OFFICE EXPRESS

CHAMBER OF COMMERCE PROFIT & LOSS APRIL 2019-MARCH 2020			
APRIL 2019-MARCH 2020 INCOME		APRIL 2019-MARCH 2020 EXPENSES	
INCOME TYPE	TOTAL	EXPENSE TYPE	TOTAL
INVESTMENTS	\$100.23	BUSINESS	\$30.00
MEMBERSHIP DUES	\$13,035.00	OUTSIDE CONTRACT SERVICES	\$5,201.00
OTHER	\$12.40	FACILITIES & EQUIPMENT	\$25,880.60
PROGRAM/EVENT INCOME	\$39,134.34	OPERATIONS	\$8,895.38
SALES OF PRODUCT	\$188.00	OTHER EXPENSES	\$4,016.84
SERVICES	\$50.00	PAYROLL EXPENSE	\$18,090.00
TOTAL INCOME	\$52,519.97	PAYROLL TAX EXPENSE	\$1,546.28
		PROGRAM EXPENSE	\$21,615.06
		TRAVEL & MEETINGS	\$101.61
		TOTAL EXPENSES	\$85,376.77

TOTAL INCOME	\$52,519.97
TOTAL EXPENSES	\$85,376.77
TOTAL NET INCOME	-\$32,856.80

CHAMBER OF COMMERCE PROFIT & LOSS APRIL 2020-DECEMBER 2020			
APRIL 2020-DECEMBER 2020 INCOME		APRIL 2020-DECEMBER 2020 EXPENSES	
INCOME TYPE	TOTAL	EXPENSE TYPE	TOTAL
INVESTMENTS	\$92.93	BUSINESS	\$38.00
MEMBERSHIP DUES	\$10,550.00	OUTSIDE CONTRACT SERVICES	\$2,400.00
OTHER	\$5.00	FACILITIES & EQUIPMENT	\$8,821.93
PROGRAM/EVENT INCOME	\$200.00	OPERATIONS	\$4,360.55
SALES OF PRODUCT	\$69.00	OTHER EXPENSES	\$3,910.06
SERVICES	\$2,550.00	PAYROLL EXPENSE	\$11,612.00
GRANTS	\$2,500.00	PAYROLL TAX EXPENSE	\$1,091.99
TOTAL INCOME	\$15,966.93	PROGRAM EXPENSE	\$4,584.75
		TOTAL EXPENSES	\$36,819.28

TOTAL INCOME	\$15,966.93
TOTAL EXPENSES	\$36,819.28
TOTAL NET INCOME	-\$20,852.35



Date: February 5, 2021

To: Patrick Martinez

From: Needles Area Chamber of Commerce
George DeLeon, President

Re: Letter of Transmittal
Needles Visitors' Center RFP


Dear Patrick and Committee,

Please find attached a completed RFP for the Needles Visitors' Center on behalf of the Needles Area Chamber of Commerce. For 100 years, the Needles Chamber of Commerce has served the business community in Needles and the tri-state area, performing both marketing and promotional duties, supporting the businesses as well as the entire town. The definition of Chambers of Commerce everywhere is rooted in promotion and marketing, especially local business enterprises. To whom do we market our local businesses and attractions? To locals of course, but to visitors as well. The Needles Chamber markets its businesses, local attractions, events, schools, town successes and youth activities. All these targeted marketing sources combine to help sell an image of a great small town to make Needles an inviting place to visit or stay! The performance history of the Needles Chamber falls in perfect alignment with specific services expected of a Needles Visitors' Center. This breadth of experience will transfer seamlessly to the organization and management of the NVC.

Sincerely,

Needles Area Chamber of Commerce
Board President

Needles: Where the River Meets the Mother Road



RFP for Needles Visitor Center

DESCRIPTION OF PROPOSERS

George DeLeon, Chamber Board of Directors, President


Michelle Cropsey, Chamber Board of Directors, President-Elect

Jan Paget, Chamber Board of Directors, Treasurer

Lyn Parker, Chamber Board of Directors, Secretary

Candace Martinez, Administrative Assistance/Office Manager

Pam Blake, Former Board of Directors, Treasurer
Volunteer Consultant



Louise Evans, Former Needles City Counsellor
Volunteer Consultant

Gloria Rohrer, Former Administrative Assistant/Office Manager
Volunteer Consultant

Operating Entity:
NVC (Needles Chamber of Commerce)
City of Needles

SCOPE OF SERVICES & WORK TO BE PERFORMED

Facilities management: Staff and volunteers are trained regarding the organization and management of a well-run office. Each is skilled in facilitating a functioning facility, managing the office, the maintenance, the set-up of equipment, rotation of timely items, keeping the plant clean and organized, managing ever evolving technology.

Managing Operations in tourism industry: Each staff member or volunteer is mentored and trained in how to research resources, where to find information to pass on to visitors, how to provide appropriate materials and contacts, extending networking strategies.

Focus on Customer Service: All staff and volunteers are superbly, socially oriented, and innately customer friendly. They receive modeling and mentoring by example from current staff and adopt new strategies by observation. Most drop-in businesses, such as Visitors' Centers or Chambers of Commerce, will experience on occasion a challenging or difficult encounter, but the Chamber staff is adept and talented at deflecting and gently dealing with potential disrupters.

Tourism: As indicated above, staff are oriented to resources and networking and contacts to be able to impart information to visitors. Our associations with corporate materials, brochures, pamphlets keep us current with advice for tourists.

Advertising/Marketing: As will be explained in detail in the body of this RFP, the Needles Chamber of Commerce has extensive contacts, networks, history, relationships, and success with a plethora of marketing resources, all of which will mean the specific services required by the RFP will be provided.

~~**Event Coordination/Planning:** Traditionally, Chambers of Commerce are not necessarily event planning organizations, as much as support for economic enterprises, but the Needles Chamber has extensive experience and success with community event organizing. From the Hot Boat & Custom Car Shows, to the annual Run For The Wall and Annual Chamber Awards Ceremony Dinners, Tri State River Chamber Mixers, as well as State of the City Forums and Political Debates, the Chamber's experience in event planning correspondingly equates with profitable revenue streams. The Chamber's expertise in event planning is guaranteed to be successful. Volunteers from the local community are utilized in the office to assist with the everyday operations. During special events requiring additional manpower, there has always been an abundance of volunteers ensuring success.~~

Lyn Laurie Parker

1008 Bailey Avenue, Needles, CA 92363

760-326-3696

parkerx2@citilink.net

Education	Masters Degree in English Literature, Summa Cum Laude <i>Northern Arizona University, Flagstaff Arizona</i>	1989
	Bachelor of Science Degree History/Social Sciences, Magna Cum Laude <i>Northern Arizona University, Flagstaff Arizona</i>	1986
Career History & Accomplishments		
	Needles Unified School District Data Management Program Director <ul style="list-style-type: none"> Created and implemented data management system for Needles Unified School District Oversaw all aspects of data collection, analysis and distribution Trained district staff on OARS student data collection and assessment systems Troubleshoot all technical aspects of OARS, software and hardware Initiated and administered Benchmark Assessment protocols for NUSD 	2008
	Needles High School, Needles Unified School District <ul style="list-style-type: none"> Served as English Instructor, all levels and content: American Literature, British Literature, English 9 & 10, Composition Advanced Placement British and American Literature Taught Speech, Communications, Current Events, World History Taught and advised the NHS Student Council, Leadership, <i>Colomounds</i> newspaper and <i>Mystic Maze</i>, yearbook, founded 'Mock National Security' trainings, began voter registration and volunteer blood donation programs at NHS 	1986
	San Bernardino Valley College, Palo Verde Community College <ul style="list-style-type: none"> Taught English 101, Sociology, Speech 101 	1990's-early 2000's
	Mohave Valley Elementary School District, Mohave Valley Junior High School <ul style="list-style-type: none"> Taught 8th grade United States History and Girls Physical Education 	1985
Memberships & Affiliations		
	<ul style="list-style-type: none"> Founding member of the Needles Youth Development & Education Foundation, (non-profit 501-C3) 1997 Co-Chair Needles High School Accreditation Teams (W.A.S.C.), 2008, 2002, 1998 Director 2K4'R'KIDS Memorial Foundation, 2007-2012 Needles High School Site Council, 1995-2008 Needles Teachers Association, Executive Board, Vice President of Grievance, 1990-2012 Needles Unified School District Curriculum Committee, 1995-2008 Needles Unified School District Beautification Committee, 1990-2010 	
Summary of Traits		
	<ul style="list-style-type: none"> Strong reputation for diligence, work ethic and discipline Skilled at learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively Experienced with student information systems, student data collection, assessment and analysis systems and procedures Skillful at thinking globally, problem solving locally Demonstrated achiever with broad knowledge of the public education system, including administration, curriculum, methodology, pedagogy and assessment 	

GEORGE DELEON
Needles Area Chamber Board President

*** Current Job:**

- 2015 to Current - Store Manager, St. Vincent's de Paul

*** BNSF Railroad,**

- Year: 1970 to 2010, retired, 40 years in Service, Location: Barstow and Needles.
- Year 2000 to 2010, Road Foreman of Engines, (Supervise Locomotive Engineers)
- Year 1995 to 2000, Safety Supervisor.
- Year 1970 to 1995, Locomotive Engineer

*** Education:**

- Graduate JF Kennedy High School, 1969, Barstow CA.
- Associate of Arts Degree, Barstow College, 1977
- Hazmat Responder, BNSF Railroad, Year 2005.

***Military:**

- US Army, 1972 to 1975, Radio Mechanic, two years in Wurzburg, Germany.
- Active Navy Reservist, 1985 to 2003, retired with 21years combined active duty & reserve duty.
- Recalled to Active Duty, (Navy) in 2001 and 2003, spent 1 year in Iraq.
- Commander of "Veterans of Foreign Wars" (VFW Post 404) Year 2012 to 2017

*** Board of Director:**

- Year 2013 to 2021, Tristate Community Healthcare Center, Needles CA.
- Year 2015 to 2021, Needles Chamber of Commerce
- Year 2020 to 2021, President of Needles Chamber of Commerce.
- Year 1995 to 2015, Needles Credit Union (now Arrowhead Credit Union)

PERSONAL RESUME

Michelle Cropsey

- Graduated college 1975
- interned in retail sales during college
- 1976-78 Office support at Piper Aircraft, Long Beach.
- 1979-84 Title Secretary/Office Mgr, Victorville, Ca
- 1985-89 Title Transfer Tech, San Bernardino
- 1990-93 stay at home mom
- 1994-2003 Executive Assistant in Housing & Legal Dept., Barrow, AK
- 2004-08 Owned/operated small business & worked at White Pine Co SD as
Office Receptionist in Ely, NV District office
- 2009-12 owner/operator small business (laundromat) Mohave Valley, AZ
- 2013-current, Retired
- Community volunteer at Needles Elks Lodge, Needles Senior Center, Golden
Shores Center.
- Member of Needles Chamber of Commerce, Eagles, and VFW

Resume of Janice Paget

2-3-2021

I was born and raised in California. I attended Sacramento City College and graduated in 1965. I worked nights at Mercy General Hospital and continued my education at American River Junior College. I met my husband, who was in the Air Force and moved to Anchorage Alaska.

I graduated from Alaska Methodist University with a Bachelors of Science degree in 1975 and became a Registered Nurse. After 4 years in Anchorage we were transferred to Offut Air Force Base in Nebraska. I was employed by the Nebraska University as a staff R.N.

He left the Air Force and we moved back to California. I was employed by the Sacramento Medical Center.

We moved to Needles in 1978 and I have been employed at many area hospitals, including Colorado Medical Center.

My volunteer activities include The Needles Women's Club, The Needles Museum, The Needles Centennial celebration, Train Days, Needles Run for the Wall, the Boat show, the Desert Run, as well as Train Days.

I was a Rotary member when we put on the Pumpkin Races and rummage sale.

I am the President of The Friends of El Garces and led the construction of the fountain and pool and the laying of personalized bricks around the pool.

I am a current Board Member of the Chamber of Commerce.

Janice M. Hinkle

3454 Kenwood Ave, Kingman, AZ 86401
760-903-3071 | janicehinkle@rocketmail.com

PROFESSIONAL SKILLS PROFILE

Organized and professional individual with the ability to maintain detailed records for my employer(s); Dedicated worker who completes tasks efficiently and effectively; easily adaptable to change in work environment while being able to learn new processes quickly.

Construction & Office Management	Budget & Cost Analysis	Managing & Training
Customer Service & Compliance	Accounting	Inventory Control
Credit & Collections Operations	Maintenance Repair & Reporting	Renting & Leasing
Sales	Event Coordinator	Meeting Minute Transcriber

EDUCATION

Trident University Online - BA Business April 2019 – October 2019
Business Management – Associate of Applied Science June 2012 to August 2014
BROWN MACKIE COLLEGE, Albuquerque, NM
Externship Site: **Townsend Realty**, Macintosh, NM | Administrative Duties
Honors & Activities: President of A.I.S.E.S., Member Brown Mackie Softball Team, President's List, Dean's List
Certificate of Training "Principles of GIS" January 12, 2017
Certificate of Completion "Contract Writing" August 6th, 2016
The American Society Professional Estimators "Construction Blueprint Reading" April 2005
Certificate Flight Attendant July 2002

EMPLOYMENT EXPERIENCE

Board of Director Needles Chamber of Commerce July 2020 – Present
 Goal to build a stronger business community within the City of Needles.

FMIT Health Board of Director April 2019 – Present
 Oversee finances, management, and ensure policy guidance is followed, while building community relationships.

Secretary – Board of Directors October 2017- October 2018
Fort Mojave Telecommunications/FMTV
 Governing body of Fort Mojave Telecommunications. Work closely with minority Shareholders and GM while making business decisions regarding internal and external business communications, operations, installations, finances, etc.

Cashier/Jewelry Maker – Part-time (weekends) October 2017 – November 2018
YELLOWHAMMERS PLACE / Oatman, AZ
 Customer Service, Sales, Jewelry Maker.

Property Manager March 2016 – Present
FORT MOJAVE INDIAN TRIBE / Mohave Valley, AZ
 Responsible for collection of Land Lease Payments. Manage 244 homes. homeowner/renter interacting, addressing complaints, making improvements within the community, build tenant events, handling leases & termination of leases, emergency situations, etc. Responsible for maintenance and repairs of our community, knowledge of Tribal & State Laws, enforce Rules & Regulation. Worked hand in hand with several local Realty Office's, G.I.S. Department, local and state banks, Title Companies, BIA-Parker, AZ & LTRO-Albuquerque, NM, Police Departments, Legal Department, and Mohave County Recorder's office and Mohave County Assessor's office, maintain records for each homesite, i.e., inspections, signed leases, maintenance, complaints, costs of repairs for contractors hired by FMRI, record keeping, violations, deposits, and assignment fees. Prepare and send UPS & FedEx packages.

Janice M. Hinkle 760-903-7031 / 928-863-0288

Topock Project Manager

May 2015 – February 2016

FORT MOJAVE INDIAN TRIBE / Mohave Valley, AZ

Promote and preserve all aspects of Mojave Tribal culture. Work extensively with tribal community and elders. Provide the Tribal community with project updates and other issues. Effectively communicate as required with Pacific Gas & Electric officials, Departments of Toxic Substances Control officials, BLM, D.O.I, technical consultants, attorneys, Tribal coalition, Bureau of Land Management, Tribal elders and all levels of public and government officials. Plan and coordinate the logistics for all meetings, conferences and seminars between the Tribe and other parties involved in the chromium remediation. Research, compose and edit various types of documents for discussion and review.

Maintenance Personnel

February 2015 – June 2015

Fort Mojave Indian Tribe HUD Housing

Repaired and maintained HUD homes, conducted routine home inspections, painting, framing, inventory, and basic housekeeping of maintenance shop.

Banquet Service Manager/ Catering Manager

December 2014 – February 2015

AVI RESORT & CASINO / Laughlin, NV

September 2008 to June 2010

Fast-paced customer service position in one of the area's finest casino's and resorts. Gained excellent experience in public relations, special events planning and cash handling/reconciliation. Inspect work areas, train workers, resolve customer complaints, requisition for necessary supplies, and took disciplinary action of staff.

POS Associate

April 2013 to July 2014

KOHL'S DEPARTMENT STORE / Albuquerque, NM

Customer Service Associate with diverse job tasks. Maintained a high level of customer satisfaction while being assigned to organize the front POS station. Upheld company directives for merchandising and inventory purposes. Kept record of sales and open lines of credit. (part-time position while attending college).

Tenant Occupancy/Collections/Compliance/Executive Administrative Assistant

June 2010 to July 2012

AHA MACAV HOUSING ENTITY / Mohave Valley, AZ

Full-time position with Aha Macav Housing Entity. Worked in cooperation with professional staff to ensure proper rental and leasing procedures for HUD Homes. Administrative duties included: Answered phones, attended Board of Commissioner meetings, record meeting minutes, and maintained the office. Daily tasks included: collection of monthly rental fees and deposits, inspection of grounds and facilities for needed repairs, handled all evictions, termination of leases, and compliance issues.

CANDACE MARTINEZ

Needles, CA 92363 | (248) 880-0888 | candaceblasg@yahoo.com

Professional Summary

Astute Business Owner with 7 years of experience in operations management, competitive analysis and financial management, with a demonstrated success in record keeping and scheduling. Strategic-thinking individual, offering engaging and pleasant personality with expertise building and improving customer relationships.

Skills

- Office/Clerical Administration
- Customer and Employee Communication
- Business development and scheduling
- Payroll and Record Keeping
- Verbal and written communication
- Operations management
- Business Administration
- Field Work

Work History

Office Administrator

Needles Area Chamber of Commerce – Needles, CA

5/2020 to Present

- Office and Clerical support
- Greet Visitors, Answer Phones, Keep Monthly Records of all inquiries (in person, mail, email, and phone)
- Bank Deposits
- Check Email and respond accordingly. Maintain presence on social media (Facebook)
- Membership – Invoicing, and keep current records, promote existing members, and recruit new members.
- Keep office clean, stock flyers and brochures.

Supervisor – 2020 US Census

3/2020 to 11/2020

- Train, Supervise and support Enumerators. Monitor performance and document all activity.
- Payroll – review and approve all enumerator timecards.
- Be available and on call for any emergency or routine issues as they arise.
- Report to Regional Supervisor as needed
- Attend conference calls as requested.
- Responsible for incoming and outgoing enumerators, distributing, and collecting equipment.
- Be available to work in the field as needed.

Owner/Move Coordinator

05/2012 to 12/2020

Classic Movers – Wyandotte, MI

- Founded and managed residential and commercial moving business.
- Maintain all income and expense records. Prepared all required documentation for tax and licensing.
- Responsible for all Clerical aspects of the business.
- First point of contact for new and existing customers. Make sales calls, schedule estimates and moves. Field all questions and concerns of potential, new, and existing customers.
- Generate all required paperwork for sales/promotion, estimates, invoices, and record keeping.
- Work on jobs as needed completing all tasks involved in local and interstate moves. Drive a truck both locally and out of state as needed. Worked in warehouse regularly.

Field Inspector

04/2000 to 05/2012

Self Employed – Canton, MI

- Performed residential and commercial property inspections for the insurance industry.
- Drafted detailed reports on findings of inspections.
- Created footprint diagrams and took photographs to document conditions.

Education

Schoolcraft College – Livonia, MI

Creative Writing, Technical Writing, Business English, Art and Design classes

Northwestern Michigan College - Traverse City, MI**Associate of Arts:** Liberal Arts and Sciences

SCOPE OF SERVICES & WORK: MANAGEMENT PROFILE, HISTORY, IDENTIFIED LOCAL ATTRACTIONS TO BE MARKETING

The proposed NVC will be located in the El Garces Depot in Santa Fe Park, downtown Needles. Centrally located in the heart of downtown Needles, the proposed NVC will reside in the Crown Jewel of the Desert---the historic, restored El Garces Train Depot, formerly a Harvey House. Restored through a federal transportation grant, the El Garces is once again a gracious, architectural wonder in the heart of Needles, California. One can just visualize the powerful engines rolling in, adventurous travelers emptying the train cars, and the Native American women selling their silver and beaded work. Today, walking tours of the El Garces are available for small or large groups. Visitors will see the beautifully reconstructed fountain on the track side recycling cool water in the warm summer!

One half-block away, still on Old Route 66, is the Needles Regional Museum, where visitors can catch a glimpse back in time of the region, the city, the railroads, the Colorado River, Route 66, and the Fort Mojave Tribal history. Visitors to the NVC will be witness to the historic area of downtown and will be able to walk to the Museum, to the BNSF Railroad area, relax in Santa Fe Park or eat a meal at one of several restaurants, visit the famous Route 66 Red Dog Saloon, and the restored Art Deco era Claypool Building (now Palo Verde Community College). Even a short visit will yield great opportunity for sightseeing.

There are four commercial transportation enterprises that are in close proximity to the NVC. These will be of interest to the traveling public. Information about these travel/transportation services are made available to all visitors to the NVC. Staff at the NVC will assist visitors as needed: make phone calls, conduct Internet searches, make reservations, assist in purchasing tickets, rental cars, etc.

- The N.A.T. The Needles Area Transit provides local bus service on a daily regular schedule. It is located in the El Garces in a suite west of the NVC. Visitors could easily hop on the NAT and do a quick tour of the city while on stop over.
- AMTRAK provides an unmanned station, lobby and baggage waiting area for train travelers, also located in the El Garces. The AMTRAK makes daily stops in Needles at 12:30 am every day, both east and west. It is a secure, safe loading area. Over 750 passengers a month board the Los Angeles to Chicago "Southwest Super Chief" train.
- BN&SF. The Burlington Northern and Santa Fe railroad has an anchor in Needles and is one of the largest employers in the city. While it does not yet occupy physical space in the El Garces, future, long-term plans include the possibility. BNSF headquarters are one block from the NVC.
- The Victor Valley Shuttle provides weekly service from Needles to Victorville, and Barstow, debarking from the El Garces location, and back to Needles. It makes one round trip each Friday. The departure location is 1 block from the NVC.

Location and Proximity of Attractions that will be marketed

As the Gateway to California and Route 66, Needles is geographically located in the center of California attractions, some as close as 1 block away. Needles is the Gateway to the Greater Mojave Desert and Route 66 experiences.

The following attractions will be promoted as travel adventures radiating out from the center of Needles:

- 1 mile from Needles River's Edge Golf Course, a spectacular river side and river view 18-hole course that is a famous and popular "wintering" golf resort.
- 1 mile from Colorado River, the Rio Colorado, known for fantastic bass fishing, water sports, camping, floating and family "River Days."
- 1 mile from 5 RV parks on the Colorado River that offer year-round accommodations, shade in the summer and sun in the winter!
- 1.5 miles from Jack Smith Park and Boat Launch Facility; plenty of parking, seasonal passes, picnic and family fun beach atmosphere.
- $\frac{3}{4}$ mile from Interstate 40, between two freeway interchanges with easy access by the traveling public.
- 200 yards from the Needles Regional Museum, a local history venue with "local" curators and dozens who love to share the Needles story.
- .5 mile from restored Claypool Building, a 1930's Art Deco architectural beauty, which is now the branch campus of Palo Verde Community College.
- .5 to 2 miles to view all the historic and cultural murals painted on the sides of Needles businesses depicting Needles and its history.
- 1.5 miles to the Historic Needles Covered Wagon, a renowned photo op scene featured in many calendars and websites.
- 2 miles from nearly every hotel and restaurant; Needles is small, but intimate and have some pretty darn good local cuisine! At the Shell station, you can charge your electric vehicle.
- 2 miles to the Historic Route 66 Wayside Rest Stop featured on Old Route 66 and recently reclaimed from the salt cedars, an inviting, cool respite for a picnic or driving break.

- 2 miles to the Bureau of Land Management Regional Office; these guys have the goods on all the desert lands and will guide you in the direction you want to go. 3 more miles to the BLM Route 66 Visitor Rest Stop with interpretive panel about Route 66.
- 10 miles to the sacred Fort Mojave Tribal "Mystic Maze," a place that quiets your soul to imagine the spirits that have travelled this journey.
- 10 miles to the entrance of the Mojave Trails National Monument, newly created and just waiting for the world to visit!
- 12 miles to the World War II General George Patton Desert Training site: Camp Ibis where you will still see rock row formations of streets and many artifacts left behind. Take pictures, leave footprints!
- 35 miles to Historic Goffs, California, an immaculately restored one-room vintage school house and museum. The school was built in 1914 and now houses the largest research library on the Mojave Desert.
- 60 miles to the Mojave National Preserve: Hole in the Wall, Kelso Dunes, Table Top, Bathtub, Mary's Bedroom, 4th of July Canyon----many intriguing spots to explore. Mitchell's Caverns are open again for tours! And the Kelso Depot has been restored with interpretive displays.
- 70 miles to the Amboy Crater, a cinder cone volcano that is designated as a National Natural Monument and a popular hiking spot from fall to spring.
- 70 miles to the famous Roy's Café (seen in many movies) on Route 66; still a post office there---get your letters stamped AMBOY! This is a "must see" attraction on Route 66.
- 88 miles to Bagdad, California, filming location of the 1987 movie Bagdad Café

Documented data on annual visitors to local attractions. This is data that will inform the NVC about areas to focus on for marketing purposes.

The statistics stated here did not drill down and disaggregate the whole from the numbers that also visited Needles. But this is a sampling of visitor counts that indicates a substantial number will have visited or passed through Needles. **This is data that will inform the NVC about areas to focus on for marketing purposes.**

- 60 miles to Mojave National Preserve 273,024 yearly visitors
- 65 miles to Hole-In-The-Wall Campground 5,595 yearly campers
- 20 miles Mojave Trails National Monument 138,124 yearly visitors
- 70 miles Amboy Crater National Monument 58,048 yearly visitors
- 2 miles BLM Needles Field Office 8,000 yearly visitors
- 5 miles California Gateway Rest Stop 7,000 yearly visitors
- 45 miles The Goff's School House 500 yearly visitors
- 2 miles Needles River's Edge Golf Course 22,734 yearly rounds of golf
- 2.5 miles Jack Smith Park and Launch Marina 9,889 annual visitors
- 1.5 miles Needles Aquatic Center 2,838 yearly admissions

Traffic Counts on I-40 through Needles 5.07 million yearly.. This is data that will inform the NVC about areas to focus on for marketing purposes.

While it is not possible to know exactly how many travelers pass through Needles expressly for the Route 66 experience, we do know that over 5 million cars pass by Needles on Interstate 40 per year. Needles is at the confluence of the Colorado River, Interstate 40, and Route 66, the "gateway" to California from the East. No other geographical location can boast of this description.

Route 66 continues to be an attraction for both domestic and international visitors, even though the highway was decommissioned 30 years ago. A majority of Route 66 travelers are international visitors who will benefit from a California Welcome Center.

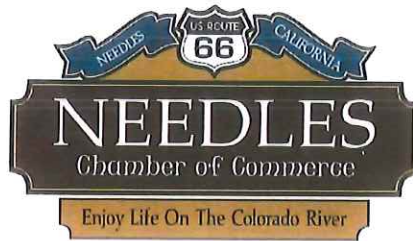
Route 66 is often the launch point for visits to other parts of California. Many visitors plan an extended stay and branch off from Route 66 to visit other parts of California.

Fans of the Railroads: Needles has a rich history and the railroads play no small part. Railroad fans are attracted to depots and the El Garces, part of the Santa Fe and BNSF history.

Needles Unique Geographical Location: Needles is situated in a unique geographical location. It is located at the eastern-most end of San Bernardino County, California right on the Colorado River and Route 66. Needles is just across the river from the state of Arizona, a few hundred yards away. Less than 15 miles to the north, is the state of Nevada. So, most residents call it the Tri-State area. Many NVC members are Arizona and Nevada businesses. Because of this proximity to two other states, Needles is in a unique situation as an NVC.

Needles is a "PASS THROUGH" community for the following destinations, though much of the traffic stops in Needles en route. It is for those reasons that these out-of-California attractions will be promoted. This is data that will inform the NVC about areas to focus on for marketing purposes:

- 45 miles The London Bridge, Lake Havasu City 775,000 visitors yearly
- 25 miles 260 miles The Grand Canyon, Arizona 5 million visitors yearly
- 30 miles Laughlin, Nevada, Casino, Gaming Resorts 5 million visitors yearly
- 30 miles Lake Mohave/Kathryn Landing 1.2 million visitors yearly
- 45 miles Oatman, Arizona, Historic Mining Town 500,000 visitors yearly
- 60-100 miles Kingman, Grand Canyon West, Hualapai Mountains and Havasupai, Arizona
2,365,970 visitors yearly
- 30 miles Davis Camp, Bullhead City Arizona
- 15 miles Topock Gorge
- 100 & 150 miles Seligman & Williams---Route 66 Destinations, Arizona
- 20 miles AVI Casino Resort, Nevada (Fort Mojave Pow Wow)
- 10 miles Havasu National Wildlife Refuge, Arizona



CITY OF NEEDLES VISITOR CENTER

STAFFING & HOURS OF OPERATION

One Full Time employee will staff the Needles Visitor Center 40 hours per week, with the Visitor Center being open as follows:

MONDAY	CLOSED
TUESDAY	10AM – 3PM
WEDNESDAY	10AM – 3PM
THURSDAY	10AM – 3PM
FRIDAY	10AM – 3PM
SATURDAY	10AM – 3PM
SUNDAY	CLOSED

Hours can be adjusted as necessary to accommodate special events, holidays, and seasonal changes. The Needles Area Chamber of Commerce will work with the City to ensure the Visitor Center is open and available to visitors upon request. The Needles Chamber of Commerce, in operating the Needles Visitor Center, will accommodate whatever needs are deemed to be necessary in order to operate during the most optimum, productive hours.

~~Holiday Hours – In addition to normal operating hours, the Visitor Center will be open on the following 12 holidays:~~

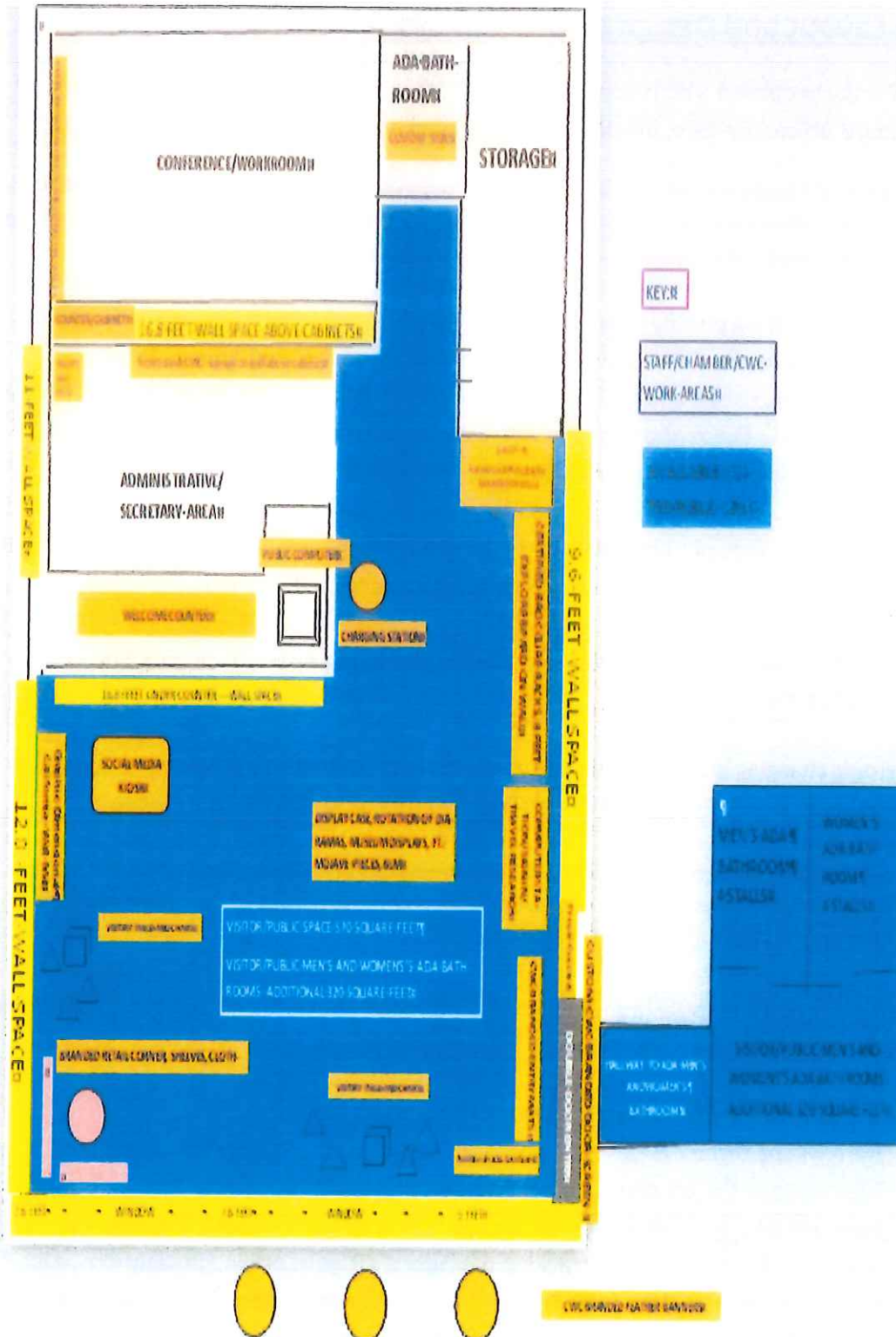
MARTIN LUTHER KING JR DAY	MEMORIAL DAY	HALLOWEEN
VALENTINE'S DAY	FATHER'S DAY	VETERANS DAY
PRESIDENTS' DAY	INDEPENDENCE DAY	
ST PATRICK'S DAY	LABOR DAY	
MOTHER'S DAY	COLUMBUS DAY	

The Needles Area Chamber of Commerce has a pool of volunteers, including board members who are actively involved, and will work with the NUSD to promote volunteer opportunities for students wishing to complete their service learning requirements. Our committed volunteers are available to assist in the Visitor Center for normal operations, as well as special events.

Interior Space Layout and Design of Needles Visitor Center:

The physical plant for the proposed NVC is approximately 1200 square feet. The interior will be furnished with standard office furniture, invoiced bid submitted by Office Express, Ft. Mohave, AZ.:

- ~~In addition to freeway signage on Interstate 40 designed to attract visitors to exit in Needles, and local street directional signage, exterior feather banners will be placed intentionally so as to guide visitors to the location. They will be located in front of the NVC.~~
- Framed local California photography will be displayed on the south wall above the Certified/ Branded Brochure Racks. These photographs will represent the well-known, local photographer Jamie Lucas, among others. Photographs from the Fort Mojave Indian Tribe will be represented. These photographs will play a role in the visual experience of our visitors and provide opportunity for connecting with visitor interests.
- In addition, 8 more feet of Certified/Branded Brochure display racks will be anchored on the north wall of the foyer. A contract with Certified Brochures will continue.
- A 42-inch flat-screen plasma TV will be installed in the larger open space area beyond the open counter space.
- An electronic charging station will be made available to visitors as a free-standing unit. It will be located in the larger office area beyond the open greeting counter space.
- Guests will register or sign in at an inter-active, free-standing electronic computer station. Computer software allows for data collection of the demographics of our guests and their travel intentions, as well as place of origin, etc.
- Foot traffic is monitored by a "people counter" attached above the entry door. As well, we continue to track by written log entry.
- There are four general work areas/stations in the center:
 - There will be three desks,
 - Three state of the art computers for conducting business.
 - There will be a 22 " flat screen TV lap top that is interactive with the business computers for guest sign in, tracking of visitors' cities of origin, destinations, etc.
 - The center contracts with RICOH for an all-in-one copier, printer, scanner FAX work center. The work center copies color, multiple sizes, makes brochures, scales booklets, collates, and staple



INTERIOR WALL DISPLAYS

- The NVC will celebrate local history, geography, culture and lore in its ambiance and décor by creating a Regional and Statewide Promotion Section that includes Display Racks, Dioramas, and Displays.
- Historic photographs will be the central theme as visuals to attract visitors' attention and interest in Needles history: EL Garces Harvey House, BNSF Depot, Claypool Building, the Needles Wagon, the Needles Theater, Carty Camp, Route 66, etc.
- Photographic displays of the abundant geographic sights will be displayed: The Needles Peaks, Spirit Mountain, Boundary Cone, Table Top Mountain, Hole-in-the-Wall, Mojave Trails National Monument.
- The rich culture of the area will be celebrated with Fort Mojave Tribal displays and photographs, artwork, and creations. The railroad culture is still celebrated in Needles and the NVC will include displays celebrating the Harvey House, the Atcheson-Topeka and Santa Fe and the BNSF. Presently, the Needles Chamber displays and celebrates the culture of the Mother Road: ROUTE 66 with a focus wall of memorabilia.
- Needles lore entices visitors to explore the Mystic Maze, sacred tribal grounds, the famous Green House, replete with underground tunnels and ghosts, and of course the Night Lady of the Colorado River, a spirit whose presence is felt by many after the death of a young woman. The mystique of the desert lore draws a great deal of interest, especially among European visitors.
- The NVC will exhibit regional cultural displays and dioramas in the visitor reception area. The Center will network with the **Bureau of Land Management, the Needles Regional Museum, the Fort Mojave Indian Tribe and the Needles Unified School District.** There are other agencies whose assistance will be sought on collaborative displays: **The National Park Service, The Bureau of Reclamation, Palo Verde Community College, Mohave Desert Land Trust, the National Monuments, and Department of Interior.** Needles is rich in history, from the native American influence, through the pioneers, the railroading industry, the "Grapes of Wrath" westward migration of the 1920's and the historic and ongoing migration of Route 66-ers in both directions.

INFRASTRUCTURE

- Central heating and AC are included in proposed location and the restroom facility is ADA compliant.
- *Parking Facilities:* The proposed location of downtown Needles is ideal for the ability to accommodate anticipated guest traffic. There is free public street parking in a designated

lot west of the building, a free public parking lot on Broadway ¼ block away, that can accommodate busses, vans, semis, RV's and overflow parking.

- Maintenance Plans. Maintenance inside the NVC will be provided for by NVC. Professional cleaning services will be contracted to clean floors and bathrooms and general upkeep.
- Insurance. The Lessor maintains liability insurance on the building which includes NVC's office space. NVC maintains a liability policy as well.
- Direct High-Speed Internet. High Speed Internet access is available. (35 MB's)

*PLEASE NOTE: The Needles Visitors' Center has recently invested \$11,000 in upgrades to its technology and security systems. Our new website design includes intuitive, smart coding behind the scenes to allow customers to sign up, buy, download experience and create social media accounts.

www.needleschamber.com

info@needleschamber.com

SCOPE OF SERVICES: MARKETING AND PUBLIC RELATIONS TO PROMOTE THE NVC and LOCAL BUSINESSES

The Needles chamber of Commerce will become the NVC, and, as such, will :

- Promote and Market **California Destinations**
- Promote and Market **Local Attractions**
- Promote and Market **Businesses**
- Promote and Market **Tourism**

The NVC will promote local and statewide tourism, support local economic and state enterprises, and events. A multi-pronged strategy to promote and market the Needles through the NVC has been developed. using multiple strategies will reach the maximum number of people. The public relations promotional strategies will be divided into categories as follows:

1. **Electronic**
2. **Social Media**
3. **Events**
4. **Print**
5. **Direct Retail Sales**
6. **Billboard**
7. **Radio/TV**

Electronic Marketing

Electronic marketing utilizes specific data bases of contacts or specified demographic contacts to target with a message. An advantage of electronic marketing is the ability to plan and create the message yet schedule the delivery or response separately.

- Use bulk email messages to announce and introduce the NVC
- Use bulk email messages to promote and market the NVC
- Use bulk email to promote local hotels, restaurants, and businesses
- Use bulk email to promote special sales and deals with local businesses
- Use bulk email to celebrate and support "SMALL BUSINESS SATURDAY"
- Maintain a current website. Monitor, update and post daily events, news, information, NVC info, chamber data, contacts, directories, membership.
- Use website with interactive links to connect site visitors to local businesses
- Offer BANNER, SIDEBAR, and SCROLLING ads on website to promote businesses

Social Media Marketing

Using Social Media platforms is a quick and effective tool to reach a specific audience with time sensitive information. Social media can be designed to target specific groups of people. For instance, a Route 66 Mother Road Celebration can target tourists of specific means, age, gender, even motorcycle enthusiasts. The NVC will:

- Promote the Needles NVC through social media, Facebook, Instagram, Twitter, etc., posting daily events and destinations of interest to targeted audiences for local businesses
- Create Social Media Visitor's Center EVENTS that allow registration, payment of fees.
- Use social media to identify target audiences for specific events.
- Post pictures and videos of live events to attract attendance
- Use social media as a planning calendar, reminder of important dates

Event Marketing

The Needles NVC will continue to promote and market local events and businesses, supporting the local economy and business community. Success of an EVENT is directly related to multiple marketing expertise. The Needles NVC will:

- Provide services such as grand openings and ribbon cuttings to promote activities, events and community occasions. All of these events will be published in local print media, as well as on social media platforms.
- Honor local businesses, volunteers and regional successes with Needles Visitors' Center Monthly Awards and plaques.
- Plan and hold "Mixers" that include representative agencies, businesses, tourism individuals, leaders and honorees to be promoted. Needles Visitor's Center will be used in print and media promotional materials to advertise these events.
- The NVC will host an "Annual Awards Dinner" to recognize those who contribute to the NVC and the community. This event is entirely about promoting Needles, its business community, its tourism industry, celebrating its history and honoring its successes. The marketing of this event crosses over all 7 marketing strategies, from electronic to social media to print to radio.
- Plan presentations about visitor attractions, collaborating with the **Bureau of Land Management, National Park Service, California Fish and Game, California Historic Route 66 Association**, etc. The Needles Chamber has an existing partnership with the Bureau of Land Management to collaborate on educational seminars, local history displays, guest or author lectures. Such topics will be the Amboy Crater, Cowboy Poetry by local cowboy poet Rob Blair, history of the General Patton Desert Training Centers, etc. The NVC will schedule two of these per year at local venues: Palo Verde Community College, Needles Unified School District, local service clubs.

Print Media Marketing

Print Media exposure will be used for promoting the NVC. The NVC will submit articles and photos on a regular basis to area newspapers of all activities and events relating to the NVC. Currently, Needles Chamber receives very favorable press on all events and topics. This established journalistic relationship will continue to support, promote, and market the Needles Visitors' Center:

- The Needles Desert Star
- The Mohave Daily News
- The Laughlin Times
- The Kingman Miner
- The Lake Havasu Herald
- Laughlin Entertainer
- The Entertainer Distribution, 6,000, Colorado River Tri-State Area
- Colorado River Cities Visitors' Guide
- Colorado River Resource Guide, Distribution, 6,000, Colorado River Tri-State Area
- NVC Directory. Distribution, 6,000, Colorado River Tri-State Area, Through collaboration with News West Publishing, the NVC will continue to print and distribute an annual Directory that includes Chamber Membership, local services, local calendar events and general news about our area. (Distribution of 4,000)
- Our Town Magazine, 3 ads per year, distribution: 10,000 per month, distributed in 700 Colorado River Tri-State area locations
- El Garces Pamphlet: Distribution from Chamber Office The Needles NVC will continue to edit, update, print and distribute a small pamphlet that chronicles the history and restoration of the "El Garces, The Crown Jewel of the Desert," making it available to visitors and guests who come into the location
- White Pages
- Action Pages
- Commissioned Certified Brochures: The NVC will continue to advertise and market the Needles area through contracted services with Certified Brochures, specifically in the Las Vegas Metropolitan area, Los Angeles area, Desert/Palm Springs area, promoting the Colorado River Cities and targeting Grand Canyon Travelers who pass through Needles.
- Colorado River Cities Map & Guide Distribution 100,000, Arizona & California
- Grand Canyon Map & Guide Distribution 150,000 Route 66

Direct Sales Marketing: In House and On-Line

The NVC will sell merchandise that promotes local attractions as well as state-wide products. The NVC will continue to sell Needles "Spike" t-shirts, through a contractual agreement with the Charles Shultz Foundation. The Needles Chamber has the approval to market the "Spike Chamber" Cartoon strip t-shirt. Spike is Charles Shultz's Charlie Brown cartoon character, brother to Snoopy, who lives in the desert near Needles. Charles Shultz, the Peanuts originator, lived in Needles for a period. As well, the NVC will expand local retail products to include such items as: Route 66 paraphernalia: cups, key chains, bumper stickers, travel books, maps, etc. The NVC will promote retail products as follows

- Products produced by local artists: original notecards, stationary, framed prints, tote bags, calendars, jewelry, etc. These would be ongoing retail inventory to be replaced as sold.
- Literature written by local authors: Maggie McShan, Linda Fitzpatrick, Margaret (ChaCha) Perry, Libey Notley, David Andes, Sylvia Husk, among others.
- Books, pamphlets, and videos that represent Needles history: *Harvey Girls*, *Grapes of Wrath*, *Convoy*, *Maruba*, *Route 66*.

Direct retail sales through on-line offerings on the NVC website is ready to initiate now! Recent technology upgrades make an On-Line Needles Visitors' Market Place an immediate reality. A "NVC Store" web page will be created and populated with NVC merchandise. The following products are among the possible inventory:

<u>California Republic caps</u>	<u>10 x \$17 = \$170</u>	<u>Amazon</u>
<u>Men's Calif T-Shirts</u>	<u>10 x \$10 = \$100</u>	<u>Amazon</u>
<u>Women's Republic Calif T-Shirts</u>	<u>10 x \$20 = \$200</u>	<u>Amazon</u>
<u>Calif Republic Flag Key Chain</u>	<u>10 x \$9 = \$90</u>	<u>Zazzle</u>
<u>Vintage Calif Postcards</u>	<u>\$9 per 20 x 5 = \$45</u>	<u>Amazon</u>
<u>Cali Bear Tote Bag</u>	<u>10 x \$11 = \$110</u>	<u>Zazzle</u>
	<u>Total \$715</u>	

<u>ROUTE 66 RETAIL ITEMS</u>		
<u>Lapel Pins</u>	<u>1.25 ea</u>	<u>5 doz 100.00</u>
<u>Caps</u>	<u>25.20 dozen</u>	<u>4 doz 100.80</u>
<u>Lanyards</u>	<u>12.00 dozen</u>	<u>2 doz 24.00</u>
<u>Key Chains</u>	<u>24 pieces \$9.00</u>	<u>48 pieces 78.00</u>
<u>Tin Signs</u>	<u>5.00 ea</u>	<u>2 doz 120.00</u>
<u>License Frames</u>	<u>5.49 ea</u>	<u>2 doz 120</u>
<u>License Plates</u>	<u>2.49 ea</u>	<u>1 doz 29.88</u>
<u>Stickers</u>	<u>4.64 doz</u>	<u>4 doz 18.56</u>
<u>Mugs</u>	<u>8.00 ea</u>	<u>12 96.00</u>
<u>Tote Bags</u>	<u>10.00 ea</u>	<u>2 doz 240</u>
<u>Route 66 Guide Book</u>	<u>20.00 each</u>	<u>5 \$100</u>
<u>Route 66 Maps—Set of</u>	<u>15 per packet</u>	<u>Set of 5 \$75</u>
		<u>TOTAL: 1102.24</u>

<u>LOCAL ARTISTS' RETAIL ITEMS/ PRODUCTS</u>		
<u>Local Artist Note Cards</u>	<u>16.00 doz x 5</u>	<u>80.00</u>
<u>Local Artist Tote Bags</u>	<u>10 ea x 10</u>	<u>100</u>
<u>Local Artist Framed Photographs</u>	<u>Pics donated, Frame cost 2 doz x 5</u>	<u>120.00</u>
<u>Local Calendar Needles Regional Museum</u>	<u>10 each x 20</u>	<u>200.00</u>
<u>Local Authors: See names above</u>	<u>Approx 10 per x 30 copies</u>	<u>300.00</u>
<u>Videos of local historical significance Above</u>	<u>Approx 10 per x 20 copies</u>	<u>200</u>
		<u>TOTAL 1000.00</u>

The NVC will promote Needles tourism events and activities through the use of established billboard exposure that already is dedicated to the Needles Chamber. The Needles Chamber will commit to bringing these assets to the NVC. We will continue to utilize 2 locations for full sized billboards. These are available at strategic times of the year and will be reserved. Billboards are located:

- On Interstate 40, near the eastern exit to Needles on the east side of I-40
- Needles Highway, north of Rainbow Beach, east side of highway.

Radio/TV Marketing

The NVC will utilize the services (especially Public Service Announcements) of several local radio and TV stations for the promotion and marketing of the NVC. The NVC will prepare scripts promoting its news, events, and public information. As well, staff will be made available for live interviews. Contact with the following live media outlets has been long-established with the Chamber. These relationships and commitments will continue with the NVC:

- Cameron Broadcasting
- Jack FM "River Rat Radio"
- KTOX
- KJJJ
- KFLG
- Lucky 98
- Murphy Broadcasting
- KZZZ
- Channel 2 Bullhead City, Az

Travel Services Provided by Needles Tourist Center

The NVC will continue to offer support to visitors who are in need of travel assistance. Services provided are:

- Help with contacting and securing AMTRAK reservations for guests who do not have access to a computer.
- Assist travelers who need to print boarding passes
- Assist travelers in transportation searches for reservations, cancellations
- Searching and printing airline and hotel schedules
- Researching contact information & making phone calls for travelers

Brochures Procurement

- Obtaining, displaying and maintaining visitor brochures and travel information will be primarily through Certified Brochures, the company already providing this service.
- The NVC will rely on advice from the vendors and the Administrator for additional input.
- The NVC will also seek electronic networking process to request more brochures, pamphlets and maps from other visitors' centers and Chambers of Commerce throughout the state. The protocol will be based on the NVC's defined geographical regions, making contact within each.

- The NVC will network with the California Route 66 Association to obtain adequate promotional material for that attraction. materials relevant and educational for the Route 66 enthusiasts.
- In collaboration with the Bureau of Land Management, the NVC will display BLM brochures related to BLM lands and recreation.
- In-house brochures and flyers relating to local events will be displayed.

Dioramas, displays, visual promotion.

- The NVC will continue the relationship with the Needles Bureau of Land Management Regional Office. The BLM has provided in-kind support with brochures, pamphlets and flyers. In the NVC, the BLM will provide a series of rotating dioramas depicting the Greater Mojave Desert, the National Monuments and the Mojave Preserve. They will also share on a rotating basis artifacts and items of interest from these areas. The BLM will also provide interpretive programs that will be scheduled for the public at the El Garces public meeting area. As well, the BLM will offer staff to meet visitors in the NVC on an as-can-be-provided basis.
- The Needles Regional Museum will be another local resource for loan of displays or exhibits of Needles' history and culture.
- The Fort Mojave Tribe will be a resource for outreach to contribute items for display in the NVC. A Ft. Mojave Tribal History and Culture Corner will be created in the visitor reception area, seeking input from the tribe.
- The local Palo Verde Community College will also be a source of displays of local art, photography and other items of regional academic interest to visitors.
- Needles Unified School District will be a partner in providing opportunities for student displays of history and culture: California Mission Projects, or primitive long house settlements as examples.
- The local Veterans' groups will be another source of California history and culture to tap into. They can provide opportunities for public education, life stories, primary source recollections for public meetings, as well as provide memorabilia and artifacts for display.
- The NVC will conduct an outreach to other visitor centers, local tourism businesses, and Chambers of Commerce to exchange or share local displays

Staff Training

As new staff or volunteers join the NVC Team, training will be necessary in the following areas:

Current visitor information, including local events, attractions, accommodations, etc. A designated veteran (Office Administrator) will be assigned to be the trainer and a buddy system will be established. The veteran will provide the new staff with a prepared portfolio that includes the following for the new staff to read, review and learn:

- A copy of each local brochure and attraction for the new staff to read and learn about the basic local attractions.
- A copy of the NVC RFP to become familiar with all protocols from the NVC State Level. These protocols will instruct the new staff in the NVC philosophy of Branding, Visitor Profiles, etc.
- A copy of the NVC RFP Proposal Narrative to become familiar with all Needles processes that must be followed.

As time permits, the trainer will schedule time to go over each document with the new staff.

- Assign new staff to watch videos/movies/documentaries that are instructive in the local history, lore, culture. (*Harvey Girls, Grapes of Wrath, etc.*)
- The veteran staff members will create a data base of directories and scripts for handling routine phone responses.
- New staff will work with the veteran buddy as a team until the new staff is adequately trained and confident.
- The veteran trainer will conduct tutorials with new staff on the NVCWebsite and the NVCWebsite.

Tracking and Recording Visitors.

The NVC will use a photoelectric infrared non-directional people counter to track and record the numbers of visitors. Guests will sign in on an interactive flat screened TV that allows the NVC to collect tourist demographic data. As well, the NVC will continue the use of a traditional sign-in guest book. All phone calls will be logged on a form. The NVC is progressive with technology and welcomes any additional methods for statistical collection of data.

By implementing a data analysis protocol that evaluates the demographic profile of visitors, the NVC will be able to adjust inventory of direct sales products, inventory of travel brochures and destinations in order to meet the travel needs of our visitors.

This profile will look at information such as geographical origin of visitors, destination of visitors, and when collectible, age and gender data

SCOPE OF WORK: PERFORMANCE MATRICES/MEASURABLE OUTCOMES

It is the intent of the NVC to enter into an agreement with the City of Needles to operate a visitor's center and offer professional visitor services to persons/groups visiting the City of Needles.

The following are some of the specific services NVC would provide:

1. The NVC shall create and offer permanent displays that are kept current and regularly updated. They will include brochures, pamphlets, maps, directories and other information and materials.
2. Materials shall include resources provided by businesses and organizations, both private and public that are based in the City of Needles, or those who are hosting events in the City of Needles.
 - i. *Measurable Data: Verification that Chamber materials represent businesses and organizations in Needles will be documented by Office Administrator (or staff) on a cyclical basis (bi-yearly, yearly, etc.)*
3. At least two (2) times per year, NVC staff, board, or volunteers, shall contact all known local businesses and organizations for the purpose of collecting new materials for distribution to visitors.
 - i. *Measurable Data: Office Administrator (or staff) will document visitation schedule and keep records in house.*
4. The NVC's shall be open to the public a minimum of five (5) days a week, for a period of at least **five (5) hours year-round. NVC shall be open to the public during the months of June to September not less than four (4) hours per day Wednesday through Saturday.**
 - i. *Measurable Data: Office Administrator (or staff) will document hours of operation and keep records in house.*

5. NVC shall at all times have a working telephone for which visitors, staff, board and volunteers may call local businesses to arrange or inquire about rooms, restaurants, shopping, vehicle repair, transportation and special events. As well, NVC staff will respond to all email and social media inquiries within 24 hours.

i. Measurable Data: Phone(s) in Chamber will verify compliance

6. NVC shall contract for and maintain a website with one dedicated staff member to serve as webmaster. As well, NVC may sell ad space on the website to generate revenue. NVC Website will be current, and will remove outdated postings.

i. Measurable Data: Regular observance of website by Chamber Board and outside parties will determine compliance.

7. NVC will build and maintain social media platforms, concentrating on current ~~Chamber events~~, news, and meetings on Face Book, Instagram, Twitter, etc. All will be updated in a timely manner. NVC will post promotionals for local businesses, community events, community promotions, clubs, non-profits and otherwise promote community participation through this media.

i. Measurable Data: Monitoring of social media by Chamber and outside parties will determine compliance

8. NVC will offer bulk and blast emails for businesses to send notices or invitations directly to every business in the data base. This service will be available free for all businesses.
9. ~~NVC will conduct Grand Openings, Ribbon Cuttings, and Meet and Greets. NVC will honor local Businesses of the Month with photo ops and media coverage.~~

~~*i. Measurable Data: Publication of such events will be published in the local media for documentation.*~~

~~10. The NVC will attend and host Tri-State Area Mixers to promote Needles as a tourist destination, to promote local businesses, recreation, relocation possibilities, and of course promote the home of Spike!.~~

~~i. Measurable Data: Publication of such attendance will be published in the local media for documentation, as well as posted on FB and website.~~

11. The NVC will market the City of Needles through print and other media venues:

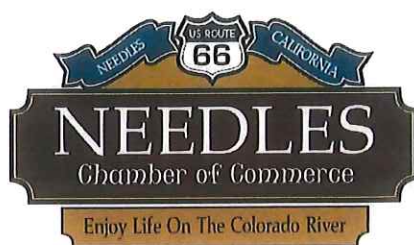
- a. Tri-State Newspaper Exposure
- b. Publications
- c. Billboards
- d. Northern Arizona Magazine
- e. Colorado River Cities Visitor Guide
- f. Rt. 66 Magazine
- g. Colorado River Resource Guide
- h. NVC Directory
- i. Our Town Magazine
- j. The Entertainer
- k. El Garces Pamphlet
- l. White Pages
- m. Certified Brochure Exposure from LA to Palm Springs, to Las Vegas and Southern Utah, and to Albuquerque
- n. Local Radio Stations

~~i. Measurable Data: Evidence of compliance will be documented by publication and/or distribution.~~

~~12. The NVC will organize and present 4 quarterly General Chamber Membership Meetings/Workshops. These general membership meetings will relate to topics of interest to the local business community, such as: Small business taxes, employment and wage education, upcoming state and local legislation, local industry growth reports, candidate forums, local ordinances, among others~~

~~i. Measurable Data: Evidence of compliance will be documented by the event.~~

13. NVC will continue to ~~assist people in need, providing connectivity to local charities, places of worship, local food resources,~~ travel assistance with ticketing for bus, train or taxi, as well as provide general directions for travel, food and hotels.
14. NVC will seek to partner with the Bureau of Land Management, the Needles Regional Museum, and Palo Verde Community College for the purpose of cultural and educational exposure for tourists. NVC will have displays of local interest.
15. ~~NVC will typically hold up to four (4) major community events per year that could include:~~
- ~~a. Annual Meeting/Chamber Dinner~~
 - ~~b. The NVC Haunted House~~
 - ~~c. Run For The Wall~~
 - ~~d. Train Days~~
 - ~~e. Route 66 Event~~
16. NVC shall have on display a flat screen tv that has looping, continual Needles promotions and area activities on display.
- i. Measurable Data: The TV will be visible to all guests and will play continually updated information about local events, activities, history, culture, etc. Compliance will be evidenced through visiting NVC office.*



**CITY OF NEEDLES VISITOR CENTER
MANAGEMENT SERVICES COST PROPOSAL**

Please find enclosed our Cost Proposal (as required in section d, and outlined in Addendum No. 2) for operation of the Needles Visitor Center in El Garces, located at 950 Front Street, Needles, CA 92363.

We have also enclosed our Building Cost Proposal, outlining our budget and building costs, showing that we have the financial ability to complete the necessary tenant improvements inside the Historic El Garces Train Depot to construct the Needles Visitor Center.

As the Needles Area Chamber of Commerce, in essence, currently functions as a visitor center, we believe we are the best candidate to successfully operate a visitor center for the City of Needles. The Needles Area Chamber of Commerce is a recognized name, not only in Needles, but in the Tri State area. Chambers of Commerce exist in almost every city across the nation, and travelers naturally call the Chamber when they are looking for local information. The transition will merely be one of physical location, simply moving from one building to another.

In our budget proposal, we are asking the City to cover rent and utilities in the City owned El Garces, as well as our payroll expenses. Because of Covid, the Chamber has not been able to hold any events, and generate that income, and therefore does not have the budget to cover the increased operational costs of being in El Garces at this time. Other operational costs (as outlined in our profit and loss statements) are already built into the Needles Area Chamber of Commerce budget, and will continue to be covered by the Needles Area Chamber of Commerce.

The Needles Area Chamber of Commerce has a history of working with the City of Needles, and has already invested significant time and money into moving into El Garces and operating a Visitor Center for the City of Needles. We look forward to successfully completing this endeavor and promoting and serving our City.

Sincerely,

A handwritten signature in blue ink that reads 'George De Leon'. The signature is fluid and cursive, with the first name 'George' and last name 'De Leon' clearly visible.

Needles Area Chamber of Commerce
Board President

**NEEDLES CHAMBER OF COMMERCE
VISITOR CENTER - EL GARCES BUILDING BUDGET**

AVAILABLE BUILDING FUNDS			\$	60,139.00
AVAILABLE SAVINGS FUNDS			\$	57,363.71
TOTAL AVAILABLE FUNDS			\$	117,502.71
BIDS	DONATION	EXPENSE		
BANKER INSULATION - R-13 WALLS		\$2,500.00		
TLV ENTERPRISES - STEEL FRAME		\$17,000.00		
AZTECA CONCRETE - ALL CONCRETE	\$5,000.00	\$0.00		
PROJECT MANAGER - \$110/HOUR	\$50,000.00	\$0.00		
DOORS	\$0.00	\$2,090.00		
ROBINSON ELECTRIC - ELECTRICAL	\$20,000.00	\$0.00		
RIVER VALLEY AIR - HVAC	\$10,000.00	\$0.00		
COLORADO RIVER PLUMBING	\$0.00	\$11,520.00		
T-BAR & CEILING TILES - ESTIMATED	\$0.00	\$16,000.00		
PAINT - ESTIMATED	\$0.00	\$9,000.00		
DRYWALL - ESTIMATED	\$0.00	\$9,500.00		
TRIM WORK - ESTIMATED	\$0.00	\$4,500.00		
FLOORING, CABINETS, COUNTER TOPS	\$0.00	\$18,537.00		
TOTAL COST BREAKDOWN	\$85,000.00	\$90,647.00		
TOTAL PROJECT COST	\$ 175,647.00			
CHAMBER FUNDS AVAILABLE			\$	117,502.71
EL GARCES EXPENSE			\$	90,647.00
TOTAL CHAMBER NET RESERVE			\$	26,855.71

**NEEDLES CHAMBER OF COMMERCE
VISITOR CENTER - EL GARCES OPERATIONAL BUDGET
(TO BE PAID BY THE CITY)**

YEAR ONE			
EXPENSE	WEEKLY	MONTHLY	ANNUAL
RENT ALLOWANCE	\$171.32	\$742.37	\$8,908.44
UTILITIES (ESTIMATE) ALLOWANCE	\$69.23	\$300.00	\$3,600.00
PAYROLL EXPENSES	\$726.21	\$3,147.92	\$37,763.12
FURNITURE	ONE TIME EXPENSE - OFFICE EXPRESS		\$8,908.55
YEAR ONE TOTAL EXPENSE		\$59,180.11	
YEAR TWO			
RENT ALLOWANCE	\$171.32	\$742.37	\$8,908.44
UTILITIES (ESTIMATE) ALLOWANCE	\$69.23	\$300.00	\$3,600.00
PAYROLL EXPENSES	\$726.21	\$3,147.92	\$37,763.12
YEAR TWO TOTAL EXPENSE		\$50,271.56	
YEAR THREE			
RENT ALLOWANCE	\$171.32	\$742.37	\$8,908.44
UTILITIES (ESTIMATE) ALLOWANCE	\$69.23	\$300.00	\$3,600.00
PAYROLL EXPENSES	\$726.21	\$3,147.92	\$37,763.12
YEAR THREE TOTAL EXPENSE		\$50,271.56	

*RENT IS BASED ON \$.61 PER SQ. FOOT @ 1217 SF

*PAYROLL EXPENSE IS BASED ON 40 HOURS PER WEEK AT MINIMUM WAGE, PLUS ADMINISTRATIVE COSTS, INSURANCE AND TAXES = \$18.16/HR

*FURNITURE - SEE ENCLOSED QUOTE FROM OFFICE EXPRESS

CHAMBER OF COMMERCE PROFIT & LOSS APRIL 2019-MARCH 2020			
APRIL 2019-MARCH 2020 INCOME		APRIL 2019-MARCH 2020 EXPENSES	
INCOME TYPE	TOTAL	EXPENSE TYPE	TOTAL
INVESTMENTS	\$100.23	BUSINESS	\$30.00
MEMBERSHIP DUES	\$13,035.00	OUTSIDE CONTRACT SERVICES	\$5,201.00
OTHER	\$12.40	FACILITIES & EQUIPMENT	\$25,880.60
PROGRAM/EVENT INCOME	\$39,134.34	OPERATIONS	\$8,895.38
SALES OF PRODUCT	\$188.00	OTHER EXPENSES	\$4,016.84
SERVICES	\$50.00	PAYROLL EXPENSE	\$18,090.00
TOTAL INCOME	\$52,519.97	PAYROLL TAX EXPENSE	\$1,546.28
		PROGRAM EXPENSE	\$21,615.06
		TRAVEL & MEETINGS	\$101.61
		TOTAL EXPENSES	\$85,376.77

TOTAL INCOME	\$52,519.97
TOTAL EXPENSES	\$85,376.77
TOTAL NET INCOME	-\$32,856.80

CHAMBER OF COMMERCE PROFIT & LOSS APRIL 2020-DECEMBER 2020			
APRIL 2020-DECEMBER 2020 INCOME		APRIL 2020-DECEMBER 2020 EXPENSES	
INCOME TYPE	TOTAL	EXPENSE TYPE	TOTAL
INVESTMENTS	\$92.93	BUSINESS	\$38.00
MEMBERSHIP DUES	\$10,550.00	OUTSIDE CONTRACT SERVICES	\$2,400.00
OTHER	\$5.00	FACILITIES & EQUIPMENT	\$8,821.93
PROGRAM/EVENT INCOME	\$200.00	OPERATIONS	\$4,360.55
SALES OF PRODUCT	\$69.00	OTHER EXPENSES	\$3,910.06
SERVICES	\$2,550.00	PAYROLL EXPENSE	\$11,612.00
GRANTS	\$2,500.00	PAYROLL TAX EXPENSE	\$1,091.99
TOTAL INCOME	\$15,966.93	PROGRAM EXPENSE	\$4,584.75
		TOTAL EXPENSES	\$36,819.28

TOTAL INCOME	\$15,966.93
TOTAL EXPENSES	\$36,819.28
TOTAL NET INCOME	-\$20,852.35



CITY OF NEEDLES VISITOR CENTER

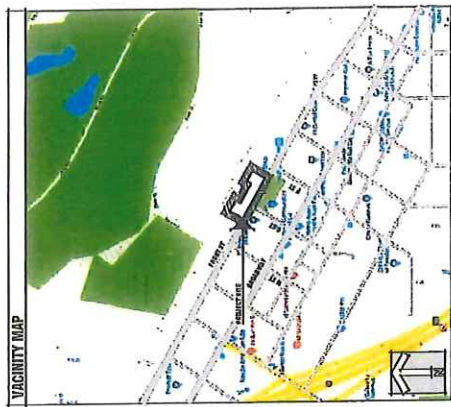
USE OF FACILITIES

As indicated in Request for Proposals for a Visitor Center, Addendum #1, Section e, Use of Facilities, The Needles Area Chamber of Commerce will lease space from the City for the Needles Visitor Center inside the Historic El Garces Train Depot located at 950 Front Street, Needles, CA 92363. As outlined in our Management Cost Proposal, we are asking for an allowance to cover rent and utilities.

Location and layout of the 1217 SF space we will occupy in El Garces is shown in our architectural plans, are included in this RFP. Our facility blue prints were designed to be in compliance with all ADA requirements and in compliance with City of Needles building codes.

Needles Chamber of Commerce Tenant Improvement

Construction Drawings



SHEET INDEX	
COVER SHEET	UTILITY LOCATIONS
AL1	AL1
AL2	AL2
AL3	AL3
AL4	AL4
AL5	AL5
AL6	AL6
AL7	AL7
AL8	AL8
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NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT

PROJECT NO. 11111
DATE 11/11/11
DRAWN BY 11111
CHECKED BY 11111
DATE 11/11/11

1111111111

SFA
SEABURY
FRITZ
ARCHITECTS
2020 Highway 20
Suite 100
Needles, CA 92365
951.277.0077
951.277.0078 fax

A1.0
COURT STREET

Item 20.

A1.1
PROJECT 02



NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT

1000 N. MAIN ST., SUITE 1110
DALLAS, TEXAS 75202
PHONE: 214.761.1110
FAX: 214.761.1111
WWW.SEAURBYFRUTZ.COM

2/24/2015

PROJECT DATA

PROJECT NAME	NEEDLES CHAMBER OF COMMERCE TENANT IMPROVEMENT
PROJECT NUMBER	02
PROJECT LOCATION	1000 N. MAIN ST., SUITE 1110, DALLAS, TEXAS 75202
PROJECT DATE	2/24/2015
PROJECT STATUS	IN PROGRESS
PROJECT OWNER	NEEDLES CHAMBER OF COMMERCE
PROJECT ARCHITECT	SEABURY FRUTZ ARCHITECTS
PROJECT ENGINEER	SEABURY FRUTZ ARCHITECTS
PROJECT CONTRACTOR	SEABURY FRUTZ ARCHITECTS

BID ALTERNATES

ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
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ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5

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GENERAL NOTES

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TEMPORARY CONTROLS

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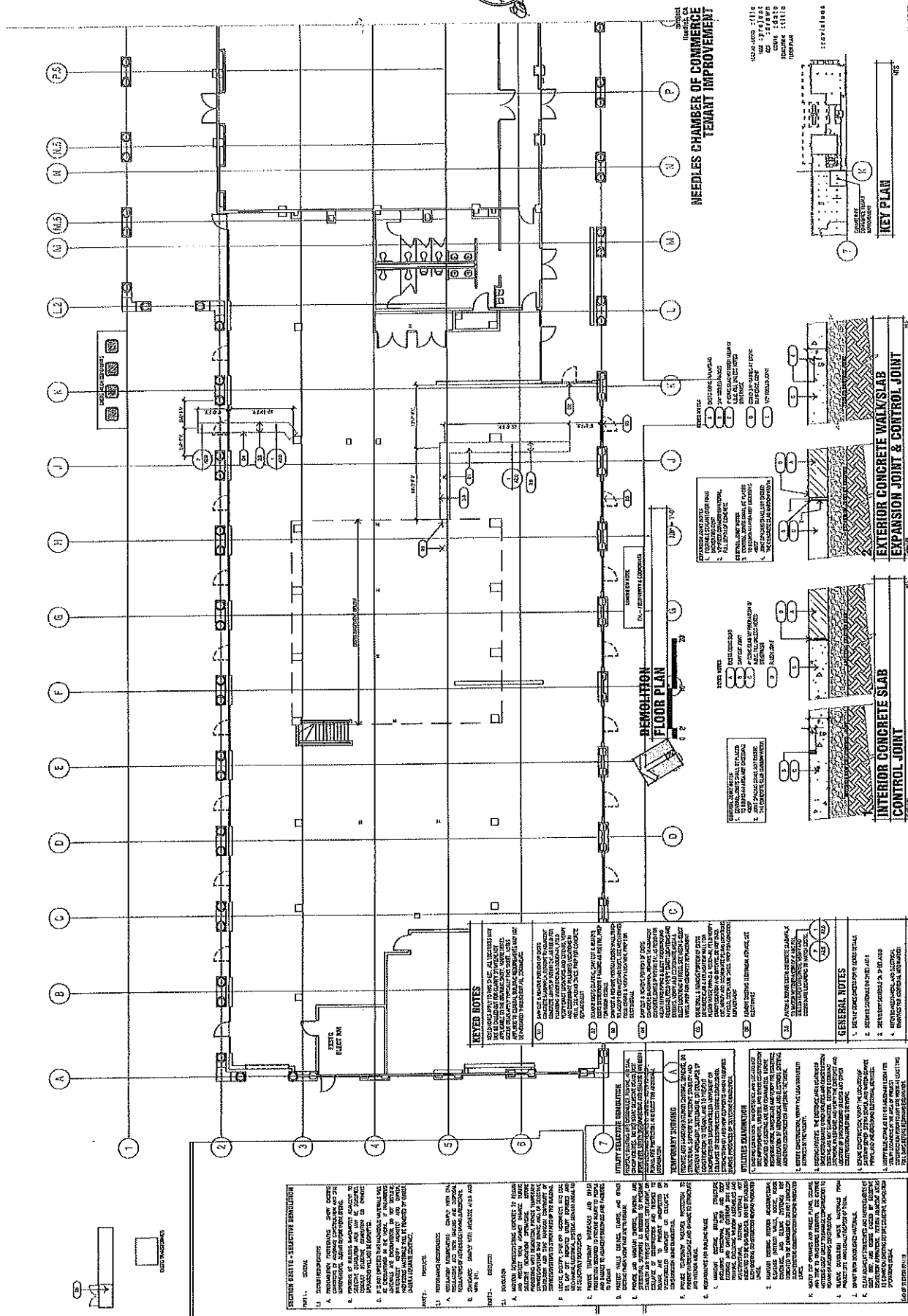
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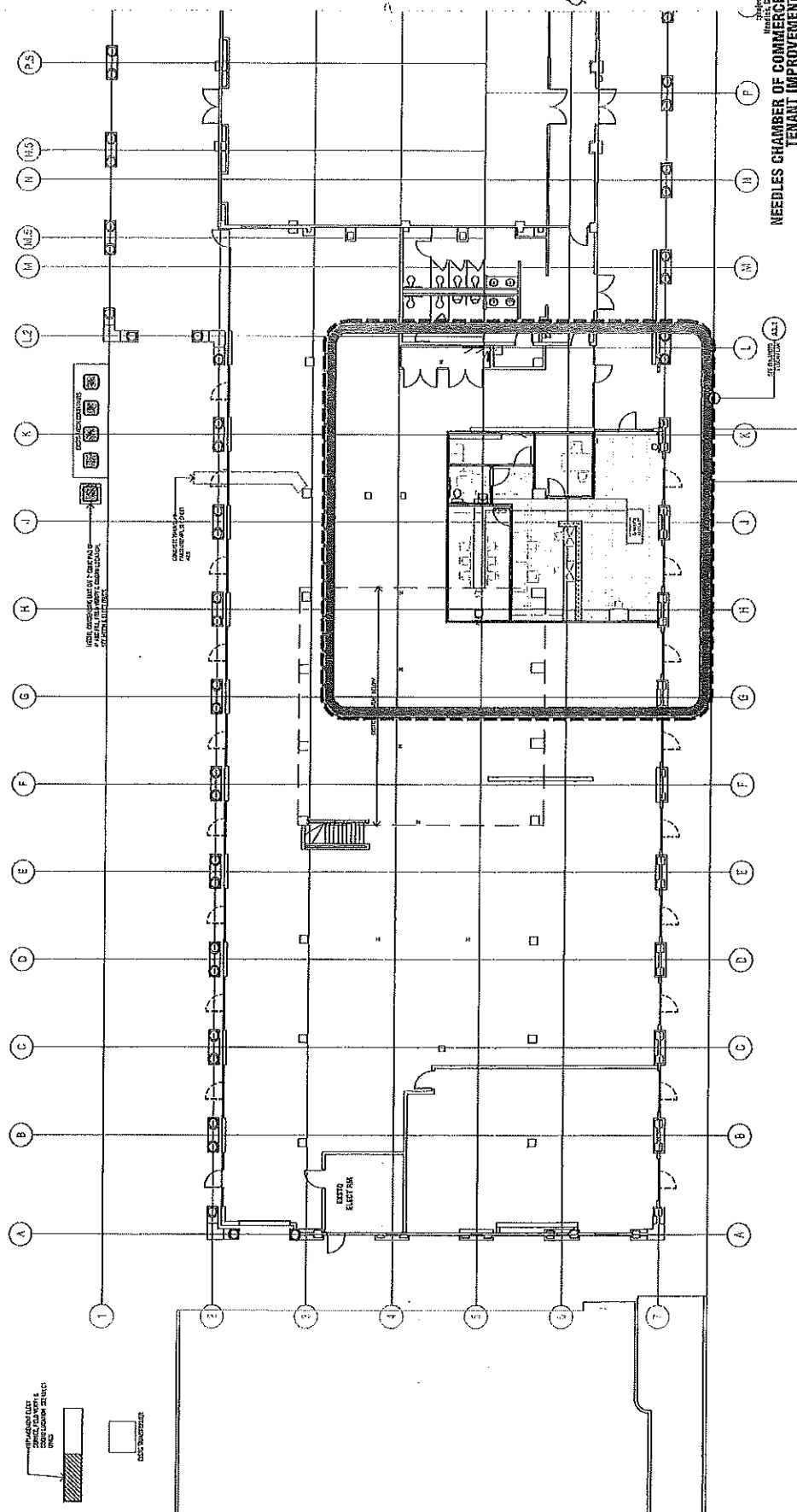
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ABBREVIATIONS

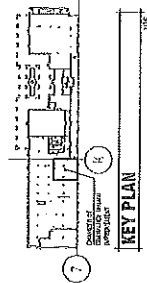
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2025/01/27



REMODELED MAIN LEVEL
FLOOR PLAN

1/8" = 1'-0"

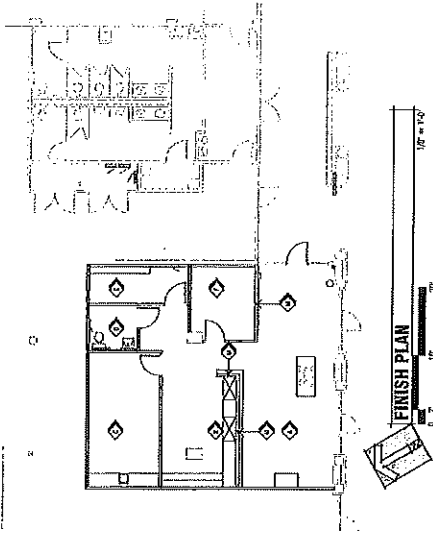
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A3.2
FINISH SCHEDULE
SCHEDULE



NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT

REVISED: 11/11
DATE: 11/11
BY: 11/11
PROJECT: 11/11
SHEET: 11/11



FINISH SCHEDULE									
NUMBER	ROOM	MARK	FLOOR	BASE	WALL BRGTS	WALL TI	CEILING FINISH	WDO	NEWARKS
01	RECEPTION	A	1ST	10	10	10	10	10	10
02	OFFICE	B	1ST	10	10	10	10	10	10
03	CONFERENCE	C	1ST	10	10	10	10	10	10
04	RESTROOM	D	1ST	10	10	10	10	10	10
05	LOBBY	E	1ST	10	10	10	10	10	10
06	STREET	F	1ST	10	10	10	10	10	10

FINISHES

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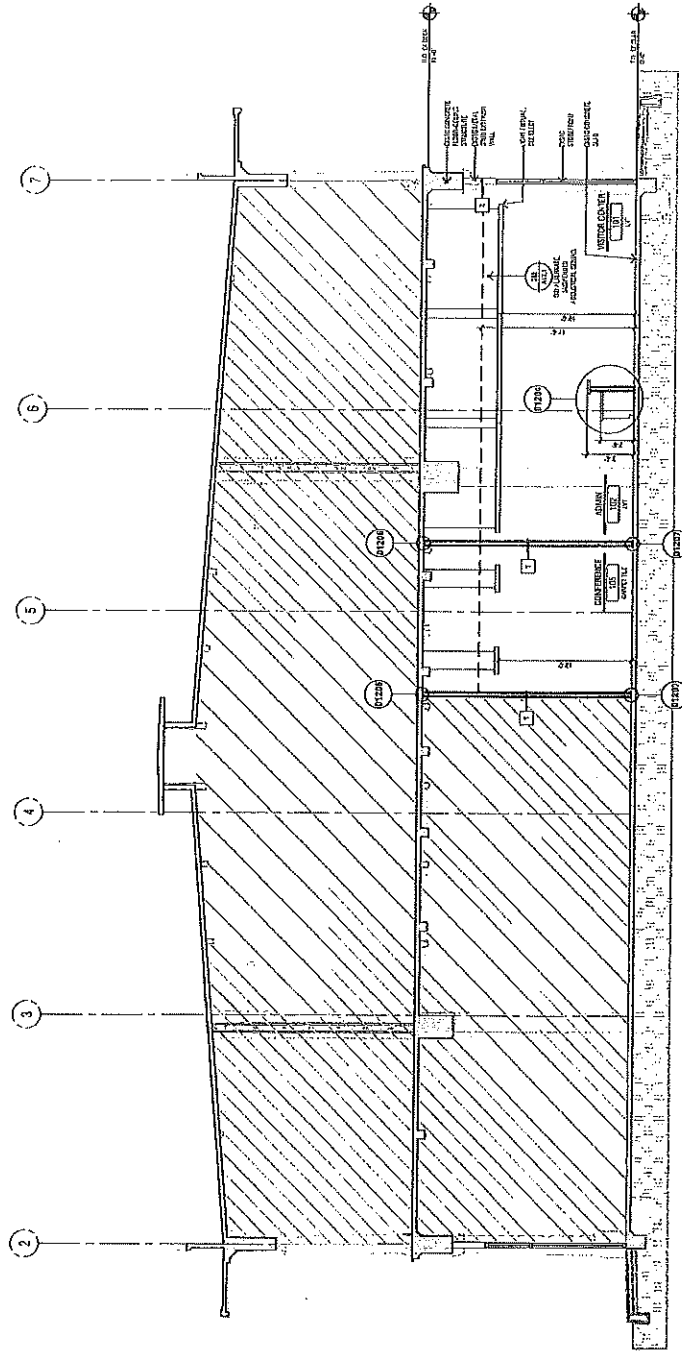
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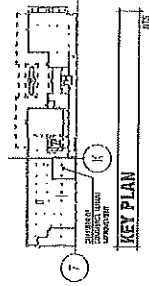
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BUILDING SECTION
1/4" = 1'-0"

**NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT**

DATE: 11/11/11
BY: [Signature]
CHECKED: [Signature]
DATE: 11/11/11



KEY PLAN
1/4" = 1'-0"

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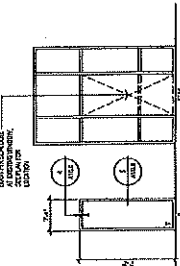
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BUILDING SECTION

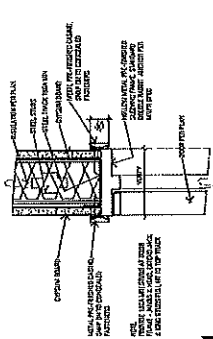


DOOR SCHEDULE					
MARK	LOCATION	TYPE	THICK	CONST	FRAME FINISH
1	ENTRANCE	A	4	1	1
2	ENTRANCE	B	4	1	1
3	ENTRANCE	C	4	1	1
4	ENTRANCE	D	4	1	1
5	ENTRANCE	E	4	1	1
6	ENTRANCE	F	4	1	1
7	ENTRANCE	G	4	1	1
8	ENTRANCE	H	4	1	1
9	ENTRANCE	I	4	1	1
10	ENTRANCE	J	4	1	1
11	ENTRANCE	K	4	1	1
12	ENTRANCE	L	4	1	1
13	ENTRANCE	M	4	1	1
14	ENTRANCE	N	4	1	1
15	ENTRANCE	O	4	1	1
16	ENTRANCE	P	4	1	1
17	ENTRANCE	Q	4	1	1
18	ENTRANCE	R	4	1	1
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20	ENTRANCE	T	4	1	1

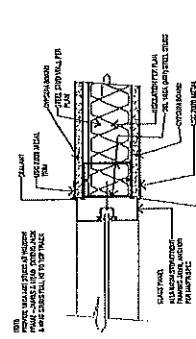
WINDOW SCHEDULE					
MARK	LOCATION	TYPE	THICK	CONST	FRAME FINISH
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2	ENTRANCE	B	4	1	1
3	ENTRANCE	C	4	1	1
4	ENTRANCE	D	4	1	1
5	ENTRANCE	E	4	1	1
6	ENTRANCE	F	4	1	1
7	ENTRANCE	G	4	1	1
8	ENTRANCE	H	4	1	1
9	ENTRANCE	I	4	1	1
10	ENTRANCE	J	4	1	1
11	ENTRANCE	K	4	1	1
12	ENTRANCE	L	4	1	1
13	ENTRANCE	M	4	1	1
14	ENTRANCE	N	4	1	1
15	ENTRANCE	O	4	1	1
16	ENTRANCE	P	4	1	1
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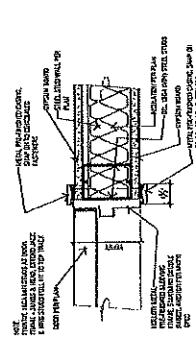
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2. WINDOW GLASS FINISHES
3. WINDOW SILL FINISHES
4. WINDOW CASE FINISHES
5. WINDOW LINEN FINISHES
6. WINDOW TRIM FINISHES
7. WINDOW COORDINATION FINISHES
8. WINDOW COORDINATION FINISHES
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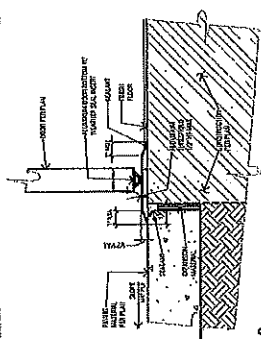
1. ASSEMBLED DR FRAME HEAD AT STEEL STUD WALL



5. ALUMINUM STOREFRONT JAMB AT STEEL STUD WALL



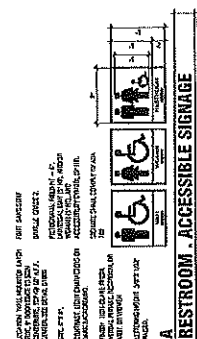
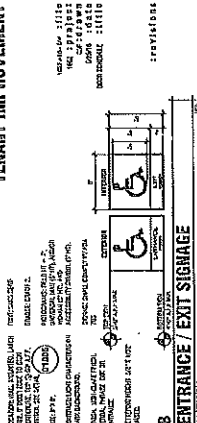
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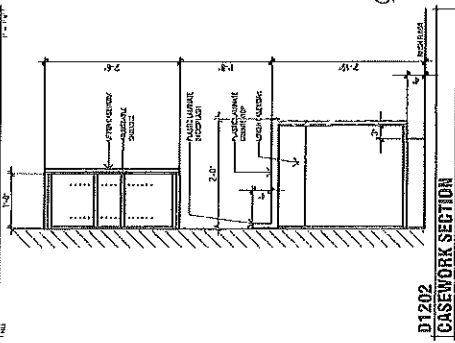
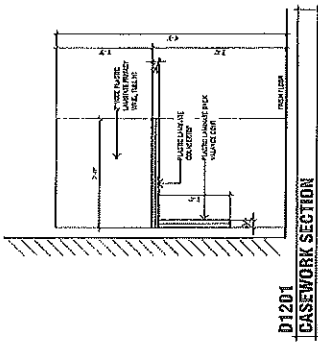


3. ACCESSIBLE DOOR THRESHOLD

DOOR SCHEDULE	
MARK	LOCATION
1	ENTRANCE
2	ENTRANCE
3	ENTRANCE
4	ENTRANCE
5	ENTRANCE
6	ENTRANCE
7	ENTRANCE
8	ENTRANCE
9	ENTRANCE
10	ENTRANCE
11	ENTRANCE
12	ENTRANCE
13	ENTRANCE
14	ENTRANCE
15	ENTRANCE
16	ENTRANCE
17	ENTRANCE
18	ENTRANCE
19	ENTRANCE
20	ENTRANCE

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TENANT IMPROVEMENT

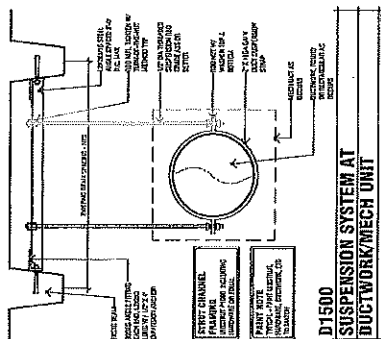
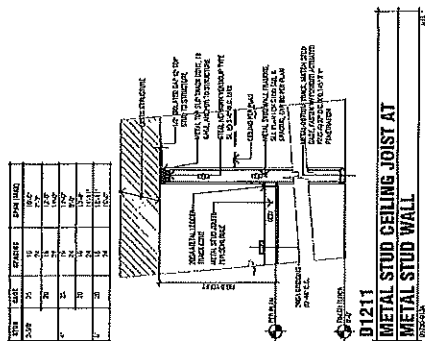
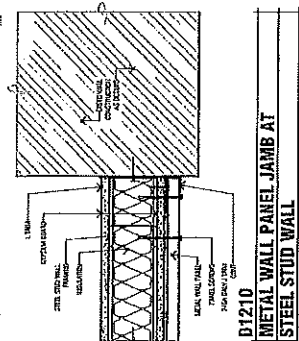
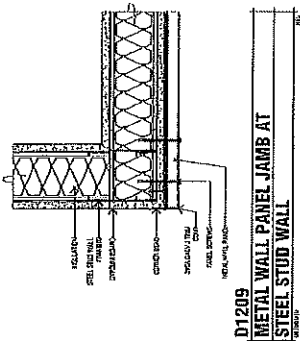
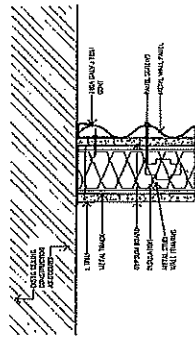
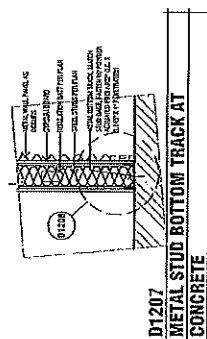
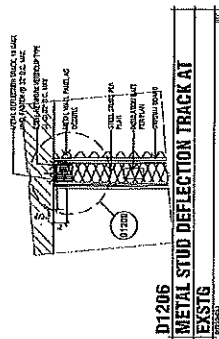
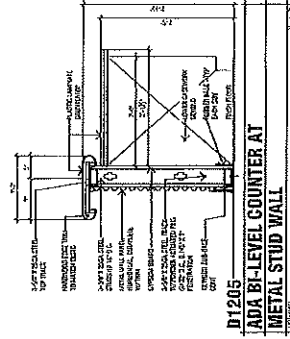
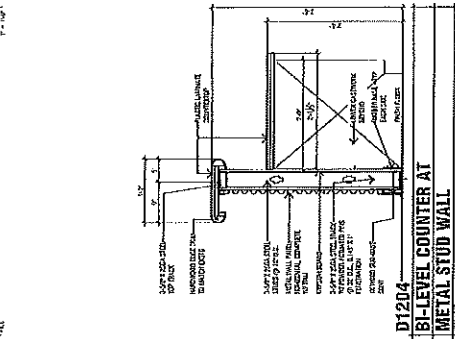
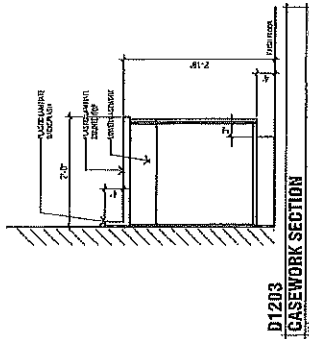




**NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT**

PROJECT
NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT
2002 Regency St.
Seattle, WA 98101
206.461.1000
206.461.1001
206.461.1002

1/19/16/1/2016



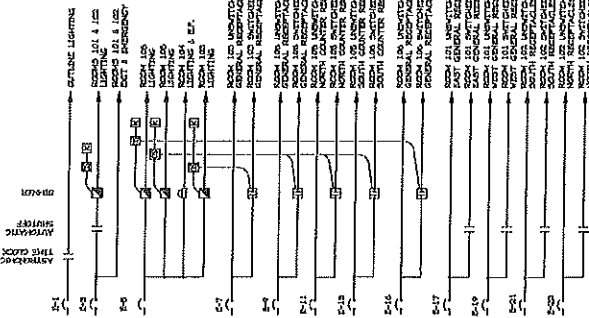
**NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT**

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NAME: JOHN DOE
ADDR: 123 MAIN ST
CITY: NEW YORK
STATE: NY
ZIP: 10001

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ENCO ENGINEERING INC.
THE LIGHT BULB TRAVELS AT THE SPEED OF INNOVATION
10000 WILSON AVENUE
SUITE 100
DALLAS, TEXAS 75243
(214) 343-8800
WWW.ENCOENGINEERING.COM



ENERGY CONTROLLER SCHEMATIC

DRIVERS SHALL BE SUITABLE FOR THE CONNECTED FEATURES.
RELAYS FOR SWITCHED RECEPABLES SHALL BE CONTROLLED BY THE SECONDS
OCCUPANT SENSORS OR BY THE AUTOMATIC SHUTTER FUNCTION AS WELL

ELECTRICAL SPECIFICATIONS

- [illegible]

- [illegible]



SFA
SEABURY
FRITZ
ARCHITECTS

5322 Highway 25
Suite 105
Fort Meade
20740
301-426-8426

301-577-0077
301-577-0078



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TENANT IMPROVEMENT**

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all: run
clean:
rm -f *.o *.a *.so *.so.* *.pyc *.pyd *.pyo *.pyc *.pyd *.pyo

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2015/01/02

[illegible]

Electrical Power Distribution		CONTINENTAL ELECTRIC COMPANY, INC.	
PROJECT INFORMATION PROJECT NO. _____ PROJECT NAME _____ PROJECT TYPE _____ PROJECT LOCATION _____ PROJECT OWNER _____ PROJECT ENGINEER _____ PROJECT DATE _____		CONTINENTAL ELECTRIC COMPANY, INC. 10000 W. 10th Avenue, Suite 100 Denver, CO 80231 Phone: (303) 751-1000 Fax: (303) 751-1001 Email: sales@continental-electric.com Website: www.continental-electric.com	
DESCRIPTION OF WORK Provide and install all electrical equipment and materials for the following systems: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 12. _____ 13. _____ 14. _____ 15. _____ 16. _____ 17. _____ 18. _____ 19. _____ 20. _____ 21. _____ 22. _____ 23. _____ 24. _____ 25. _____ 26. _____ 27. _____ 28. _____ 29. _____ 30. _____ 31. _____ 32. _____ 33. _____ 34. _____ 35. _____ 36. _____ 37. _____ 38. _____ 39. _____ 40. _____ 41. _____ 42. _____ 43. _____ 44. _____ 45. _____ 46. _____ 47. _____ 48. _____ 49. _____ 50. _____ 51. _____ 52. _____ 53. _____ 54. _____ 55. _____ 56. _____ 57. _____ 58. _____ 59. _____ 60. _____ 61. _____ 62. _____ 63. _____ 64. _____ 65. _____ 66. _____ 67. _____ 68. _____ 69. _____ 70. _____ 71. _____ 72. _____ 73. _____ 74. _____ 75. _____ 76. _____ 77. _____ 78. _____ 79. _____ 80. _____ 81. _____ 82. _____ 83. _____ 84. _____ 85. _____ 86. _____ 87. _____ 88. _____ 89. _____ 90. _____ 91. _____ 92. _____ 93. _____ 94. _____ 95. _____ 96. _____ 97. _____ 98. _____ 99. _____ 100. _____ 101. _____ 102. _____ 103. _____ 104. _____ 105. _____ 106. _____ 107. _____ 108. _____ 109. _____ 110. _____ 111. _____ 112. _____ 113. _____ 114. _____ 115. _____ 116. _____ 117. _____ 118. _____ 119. _____ 120. _____ 121. _____ 122. _____ 123. _____ 124. _____ 125. _____ 126. _____ 127. _____ 128. _____ 129. _____ 130. _____ 131. _____ 132. _____ 133. _____ 134. _____ 135. _____ 136. _____ 137. _____ 138. _____ 139. _____ 140. _____ 141. _____ 142. _____ 143. _____ 144. _____ 145. _____ 146. _____ 147. _____ 148. _____ 149. _____ 150. _____ 151. _____ 152. _____ 153. _____ 154. _____ 155. _____ 156. _____ 157. _____ 158. _____ 159. _____ 160. _____ 161. _____ 162. _____ 163. _____ 164. _____ 165. _____ 166. _____ 167. _____ 168. _____ 169. _____ 170. _____ 171. _____ 172. _____ 173. _____ 174. _____ 175. _____ 176. _____ 177. _____ 178. _____ 179. _____ 180. _____ 181. _____ 182. _____ 183. _____ 184. _____ 185. _____ 186. _____ 187. _____ 188. _____ 189. _____ 190. _____ 191. _____ 192. _____ 193. _____ 194. _____ 195. _____ 196. _____ 197. _____ 198. _____ 199. _____ 200. _____ 201. _____ 202. _____ 203. _____ 204. _____ 205. _____ 206. _____ 207. _____ 208. _____ 209. _____ 210. _____ 211. _____ 212. _____ 213. _____ 214. _____ 215. _____ 216. _____ 217. _____ 218. _____ 219. _____ 220. _____ 221. _____ 222. _____ 223. _____ 224. _____ 225. _____ 226. _____ 227. _____ 228. _____ 229. _____ 230. _____ 231. _____ 232. _____ 233. _____ 234. _____ 235. _____ 236. _____ 237. _____ 238. _____ 239. _____ 240. _____ 241. _____ 242. _____ 243. _____ 244. _____ 245. _____ 246. _____ 247. _____ 248. _____ 249. _____ 250. _____ 251. _____ 252. _____ 253. _____ 254. _____ 255. _____ 256. _____ 257. _____ 258. _____ 259. _____ 260. _____ 261. _____ 262. _____ 263. _____ 264. _____ 265. _____ 266. _____ 267. _____ 268. _____ 269. _____ 270. _____ 271. _____ 272. _____ 273. _____ 274. _____ 275. _____ 276. _____ 277. _____ 278. _____ 279. _____ 280. _____ 281. _____ 282. _____ 283. _____ 284. _____ 285. _____ 286. _____ 287. _____ 288. _____ 289. _____ 290. _____ 291. _____ 292. _____ 293. _____ 294. _____ 295. _____ 296. _____ 297. _____ 298. _____ 299. _____ 300. _____ 301. _____ 302. _____ 303. _____ 304. _____ 305. _____ 306. _____ 307. _____ 308. _____ 309. _____ 310. _____ 311. _____ 312. _____ 313. _____ 314. _____ 315. _____ 316. _____ 317. _____ 318. _____ 319. _____ 320. _____ 321. _____ 322. _____ 323. _____ 324. _____ 325. _____ 326. _____ 327. _____ 328. _____ 329. _____ 330. _____ 331. _____ 332. _____ 333. _____ 334. _____ 335. _____ 336. _____ 337. _____ 338. _____ 339. _____ 340. _____ 341. _____ 342. _____ 343. _____ 344. _____ 345. _____ 346. _____ 347. _____ 348. _____ 349. _____ 350. _____ 			

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63. PROJECT DISTRIBUTION 06/01/2010		64. PROJECT ARCHIVE 06/01/2010	
65. PROJECT INDEX 06/01/2010		66. PROJECT SUMMARY 06/01/2010	
67. PROJECT DETAILS 06/01/2010		68. PROJECT RESULTS 06/01/2010	
69. PROJECT CONCLUSIONS 06/01/2010		70. PROJECT RECOMMENDATIONS 06/01/2010	
71. PROJECT APPENDICES 06/01/2010		72. PROJECT REFERENCES 06/01/2010	
73. PROJECT SIGNATURES 06/01/2010		74. PROJECT REVIEW 06/01/2010	
75. PROJECT APPROVAL 06/01/2010		76. PROJECT CLOSURE 06/01/2010	
77. PROJECT DISTRIBUTION 06/01/2010		78. PROJECT ARCHIVE 06/01/2010	
79. PROJECT INDEX 06/01/2010		80. PROJECT SUMMARY 06/01/2010	
81. PROJECT DETAILS 06/01/2010		82. PROJECT RESULTS 06/01/2010	
83. PROJECT CONCLUSIONS 06/01/2010		84. PROJECT RECOMMENDATIONS 06/01/2010	
85. PROJECT APPENDICES 06/01/2010		86. PROJECT REFERENCES 06/01/2010	
87. PROJECT SIGNATURES 06/01/2010		88. PROJECT REVIEW 06/01/2010	
89. PROJECT APPROVAL 06/01/2010		90. PROJECT CLOSURE 06/01/2010	
91. PROJECT DISTRIBUTION 06/01/2010		92. PROJECT ARCHIVE 06/01	

NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT

1. PROJECT INFORMATION
Project Name: NEEDLES CHAMBER OF COMMERCE
Project Address: 1000 N. GARDEN AVENUE, SUITE 100, DENVER, CO 80202
Project Phone: (303) 733-1111
Project Email: info@needleschamber.com

2. CLIENT INFORMATION
Client Name: NEEDLES CHAMBER OF COMMERCE
Client Address: 1000 N. GARDEN AVENUE, SUITE 100, DENVER, CO 80202
Client Phone: (303) 733-1111
Client Email: info@needleschamber.com

3. DESIGNER INFORMATION
Designer Name: ENCO ENGINEERING INC.
Designer Address: 1000 N. GARDEN AVENUE, SUITE 100, DENVER, CO 80202
Designer Phone: (303) 733-1111
Designer Email: info@encoengineering.com

4. PROJECT DESCRIPTION
Project Description: Tenant Improvement for the Chamber of Commerce building, including interior lighting, power distribution, and mechanical systems.

5. PROJECT SCHEDULE
Project Start Date: 01/01/2020
Project End Date: 12/31/2020

6. PROJECT BUDGET
Project Budget: \$1,000,000

7. PROJECT RISK
Project Risk: Low

8. PROJECT STATUS
Project Status: In Progress

9. PROJECT CONTACTS
Project Contact: John Doe
Project Contact Phone: (303) 733-1111
Project Contact Email: john.doe@needleschamber.com

NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT

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TENANT IMPROVEMENT

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6. PROJECT BUDGET
Project Budget: \$1,000,000

7. PROJECT RISK
Project Risk: Low

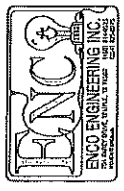
8. PROJECT STATUS
Project Status: In Progress

9. PROJECT CONTACTS
Project Contact: John Doe
Project Contact Phone: (303) 733-1111
Project Contact Email: john.doe@needleschamber.com



NEEDLES CHAMBER OF COMMERCE
TENANT IMPROVEMENT

1000 N. GARDEN AVENUE, SUITE 100, DENVER, CO 80202
(303) 733-1111
info@needleschamber.com





NEEDLES CHAMBER OF COMMERCE
Needles, CA
TENANT IMPROVEMENT

```

step: draw
draw: fill
fill:

```

Revision

[illegible]

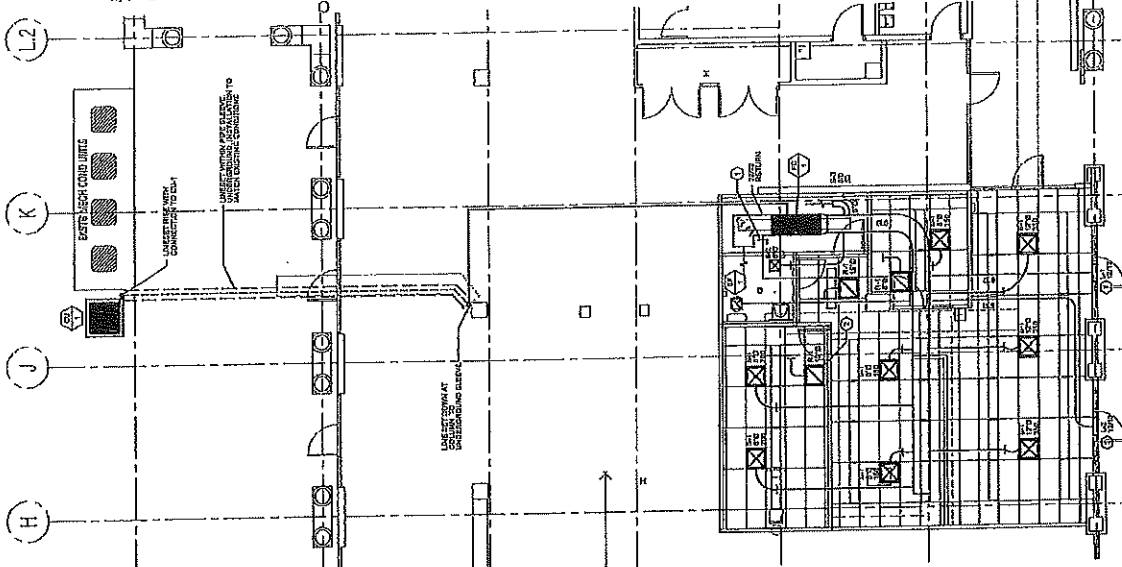
NAME OF CONTRACTOR		INDIAN ENGINEERING	
ADDRESS OF CONTRACTOR		10000 10th Street, N.W., Suite 1000, Washington, D.C. 20037	
PHONE NO. ()		(202) 462-1111	
FAX NO. ()		(202) 462-1111	
PROJECT NAME		REPAIRS TO CONCRETE	
PROJECT NO.		10000 10th Street, N.W., Suite 1000, Washington, D.C. 20037	
DATE OF SUBMITTAL		JAN 11, 2008	
DATE OF REVIEW		JAN 11, 2008	
DATE OF APPROVAL		JAN 11, 2008	
DATE OF CLOSURE		JAN 11, 2008	
DATE OF COMPLETION		JAN 11, 2008	
DATE OF PAYMENT		JAN 11, 2008	
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DATE OF SIGNATURE		JAN 11, 2008	
DATE OF REVIEW		JAN 11, 2008	
DATE OF APPROVAL		JAN 11, 2008	
DATE OF CLOSURE		JAN 11, 2008	

[illegible][illegible]

SHEET NOTES
A. INSTALLATION SHALL CONFORM TO THE INTERNATIONAL MECHANICAL CODE, 2012.
B. FIELD VAPOR BARRIER CONTINUING AROUND TO PURCHASE OF NATURAL OR SYNTHETIC INSULATION OR EQUIVALENT COORDINATE WITH ALL OTHER TRADES ARCHITECTURAL, STRUCTURAL, PLUMBING, PRE-PROTECTION, ETC. PRIOR TO INSTALLATION OF ANY INSULATION.

KEYED NOTES

1. OUTSIDE DUCT CONNECTED TO RETURN AIR INLET WITH BALANCING DAMPER.
2. RETURN DUCT WITH SOUND TRAP PERCENT TO PLenum RETURN.
3. NOISE GAGES ABOVE WALL/CEILING EXISTING WALL.



MECHANICAL FLOOR PLAN

[illegible]

CONDENSING UNIT SCHEDULE

CONDENSING UNIT SCHEDULE									
MARK	LOCATION	CONDENSER AREA COLLAIRS	FRTS	SEER	BASIS OF DESIGN			REMARKS	
					WOL	SPH	MAX FUSE		
COLLA	WOL			11	200T/34	1/4	40 FUSE		
							CARRIER		
								0000	

① CONDENSING UNIT CAPACITY IN TONS SHALL BE BASED ON 12000 BTU/HOUR TON.
② REFRIGERANT ACCUMULATED REFRIGERANT LEAK SHALL BE 10% OF THE AMOUNT OF 200 FT.
③ REFRIGERANT LEAK SHALL BE 10% OF THE AMOUNT OF 200 FT.
④ REFRIGERANT LEAK SHALL BE 10% OF THE AMOUNT OF 200 FT.
⑤ REFRIGERANT LEAK SHALL BE 10% OF THE AMOUNT OF 200 FT.

FAN COIL UNIT SCHEDULE

[illegible]

AIR DISTRIBUTION SCHEDULE

AIR DISTRIBUTION SCHEDULE									
MARK	TYPE	FACE SIZE	NECK SIZE	MAX IN.	MATERIAL	# SLOTS / SLOT WIDTH	BASIS OF DESIGN		REMARKS
							MANUFACTURER	MODEL	
1-1	MAJUS	25" X 35"	PER INCH	30	"	6"	MAJUS	MAJUS	①
2-1	MAJUS	"X 35"	PER INCH	30	"	3"	MAJUS	MAJUS	②
3-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	1120	
4-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
5-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
6-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
7-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
8-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
9-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
10-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
11-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
12-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
13-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
14-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
15-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
16-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
17-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
18-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
19-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
20-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
21-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
22-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
23-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
24-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
25-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
26-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
27-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
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30-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
31-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
32-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
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34-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
35-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
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37-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
38-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
39-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
40-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
41-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
42-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
43-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
44-1	MAJUS	PER INCH	PER INCH	30	2"	"	MAJUS	114H	
45									

① 100% RAL 9005 (BLACK) FINISH TYPE 1, CORROSION RESISTANT, MINIMUM 1000 HOURS IN SALT WATER TEST PER MIL-STD-883C METHOD 2000.1.

② 100% RAL 9005 (BLACK) FINISH TYPE 1, CORROSION RESISTANT, MINIMUM 1000 HOURS IN SALT WATER TEST PER MIL-STD-883C METHOD 2000.1.

③ 100% RAL 9005 (BLACK) FINISH TYPE 1, CORROSION RESISTANT, MINIMUM 1000 HOURS IN SALT WATER TEST PER MIL-STD-883C METHOD 2000.1.

EXHAUST FAN SCHEDULE

EXHAUST FAN SCHEDULE										REMARKS	
MARK		CFM	ESP (IN-WG)	FAN/HP	SPARES	WATTS	VOLTS/PH	WEIGHT (LBS)	BASIS OF DESIGN		
									MANUFACTURER	MODEL	
								30			
							1151				
									PANACHE	PANACHE	

① SEE DRAWING 10-107
② UNIT INSTALLED RECOMMEND DITCH.
③ COUNTO BALANCE CRANITY GULCH SHAWT EMPIRE.

BIDDING NOTES

COORDINATE WITH PERSONAL CONSTRUCTION FOR OPTIONAL DROP
CROSS SECTIONS.

OPTION: DROP CEILING

1. OLD FUR PLANK.

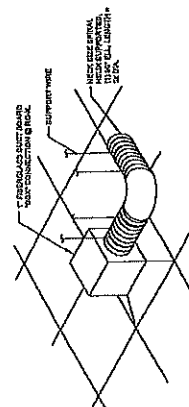
OPTION: NO CEILING

1. 2" X 4" FUR PLANK SHALL HAVE 1" INTERSPACES TO UNIFORM
LY SPREAD RA ORILLAS AND SOUND TRAP.

2. PREPARE RA ORILLAS AND PLUG CONNECTIONS.

3. DRY-STACK 6" X 12" ORILLAS IN LINE OF 2". 1" SP.

4. REINFORCE 6" X 12" ORILLAS IN LINE OF 2". 1" SP.



RETURN AIR W/ SOUND TRAP



MECHANICAL COMPLIANCE PROGRAM WORKSHEET

Project: **NEEDLES CHAMBER OF COMMERCE TENANT IMPROVEMENT**

Client: **NEEDLES CHAMBER OF COMMERCE**

Contract No.: **10000000000000000000**

Revision: **1.0**

Drawn by: **MECHANICAL ENGINEER**

Checked by: **MECHANICAL ENGINEER**

Approved by: **MECHANICAL ENGINEER**

Date: **10/1/2010**

Project Location: **10000000000000000000**

Project Description: **NEEDLES CHAMBER OF COMMERCE TENANT IMPROVEMENT**

Project Manager: **MECHANICAL ENGINEER**

Project Engineer: **MECHANICAL ENGINEER**

Project Designer: **MECHANICAL ENGINEER**

Project Checker: **MECHANICAL ENGINEER**

Project Approver: **MECHANICAL ENGINEER**

Project Date: **10/1/2010**

Project Status: **10000000000000000000**

Project Notes: **10000000000000000000**

Project Comments: **10000000000000000000**

Project Actions: **10000000000000000000**

Project Results: **10000000000000000000**

Project Summary: **10000000000000000000**

Project Conclusion: **10000000000000000000**

Project Final: **10000000000000000000**

MECHANICAL COMPLIANCE PROGRAM WORKSHEET

Project: **NEEDLES CHAMBER OF COMMERCE TENANT IMPROVEMENT**

Client: **NEEDLES CHAMBER OF COMMERCE**

Contract No.: **10000000000000000000**

Revision: **1.0**

Drawn by: **MECHANICAL ENGINEER**

Checked by: **MECHANICAL ENGINEER**

Approved by: **MECHANICAL ENGINEER**

Date: **10/1/2010**

Project Location: **10000000000000000000**

Project Description: **NEEDLES CHAMBER OF COMMERCE TENANT IMPROVEMENT**

Project Manager: **MECHANICAL ENGINEER**

Project Engineer: **MECHANICAL ENGINEER**

Project Designer: **MECHANICAL ENGINEER**

Project Checker: **MECHANICAL ENGINEER**

Project Approver: **MECHANICAL ENGINEER**

Project Date: **10/1/2010**

Project Status: **10000000000000000000**

Project Notes: **10000000000000000000**

Project Comments: **10000000000000000000**

Project Actions: **10000000000000000000**

Project Results: **10000000000000000000**

Project Summary: **10000000000000000000**

Project Conclusion: **10000000000000000000**

Project Final: **10000000000000000000**



MECHANICAL COMPLIANCE PROGRAM WORKSHEET

Project: **NEEDLES CHAMBER OF COMMERCE TENANT IMPROVEMENT**

Client: **NEEDLES CHAMBER OF COMMERCE**

Contract No.: **10000000000000000000**

Revision: **1.0**

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Checked by: **MECHANICAL ENGINEER**

Approved by: **MECHANICAL ENGINEER**

Date: **10/1/2010**

Project Location: **10000000000000000000**

Project Description: **NEEDLES CHAMBER OF COMMERCE TENANT IMPROVEMENT**

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Project Engineer: **MECHANICAL ENGINEER**

Project Designer: **MECHANICAL ENGINEER**

Project Checker: **MECHANICAL ENGINEER**

Project Approver: **MECHANICAL ENGINEER**

Project Date: **10/1/2010**

Project Status: **10000000000000000000**

Project Notes: **10000000000000000000**

Project Comments: **10000000000000000000**

Project Actions: **10000000000000000000**

Project Results: **10000000000000000000**

Project Summary: **10000000000000000000**

Project Conclusion: **10000000000000000000**

Project Final: **10000000000000000000**

NEEDLES CHAMBER OF COMMERCE TENANT IMPROVEMENT

MECHANICAL COMPLIANCE PROGRAM WORKSHEET

MEC2



SFA
SEABURY
ARCHITECTS
FRITZ
1000 N. 10th St.
Tomball, TX 77480
281.297.0077
281.297.0078

MECA

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

PROJECT
1000 N. 10th St.
Tomball, TX 77480
281.297.0077
281.297.0078

2299141022

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

Item	Description	Quantity	Unit	Price
1	Demolition of existing structure	1	SF	1.00
2	Foundation for new structure	1	SF	1.00
3	Structural steel framing	1	SF	1.00
4	Roofing system	1	SF	1.00
5	Interior finish	1	SF	1.00
6	Exterior finish	1	SF	1.00
7	Site work	1	SF	1.00
8	Landscaping	1	SF	1.00
9	Signage	1	SF	1.00
10	Other improvements	1	SF	1.00

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

Item	Description	Quantity	Unit	Price
11	Demolition of existing structure	1	SF	1.00
12	Foundation for new structure	1	SF	1.00
13	Structural steel framing	1	SF	1.00
14	Roofing system	1	SF	1.00
15	Interior finish	1	SF	1.00
16	Exterior finish	1	SF	1.00
17	Site work	1	SF	1.00
18	Landscaping	1	SF	1.00
19	Signage	1	SF	1.00
20	Other improvements	1	SF	1.00

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

Item	Description	Quantity	Unit	Price
21	Demolition of existing structure	1	SF	1.00
22	Foundation for new structure	1	SF	1.00
23	Structural steel framing	1	SF	1.00
24	Roofing system	1	SF	1.00
25	Interior finish	1	SF	1.00
26	Exterior finish	1	SF	1.00
27	Site work	1	SF	1.00
28	Landscaping	1	SF	1.00
29	Signage	1	SF	1.00
30	Other improvements	1	SF	1.00

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

Item	Description	Quantity	Unit	Price
31	Demolition of existing structure	1	SF	1.00
32	Foundation for new structure	1	SF	1.00
33	Structural steel framing	1	SF	1.00
34	Roofing system	1	SF	1.00
35	Interior finish	1	SF	1.00
36	Exterior finish	1	SF	1.00
37	Site work	1	SF	1.00
38	Landscaping	1	SF	1.00
39	Signage	1	SF	1.00
40	Other improvements	1	SF	1.00

NEEDLES CHAMBER OF
COMMERCE TENANT
IMPROVEMENT

REFERENCES

Michael Ahrens	BLM 1303 US 95 Needles, Ca 92363 760-326-7000
Lale Cilenti	Palo Verde Community College 725 W. Broadway Needles, Ca 92363 760-326-5033
Eileen Hartwick	Big O Tires/Napa Auto 949 W. Broadway Needles, Ca 92363 760-326-3885
Pam & Larry DeAtley	Deco Foods 700 W. Broadway Needles, Ca 92363 760-326-3231
Tiger Kramer	River Valley Air Conditioning, Inc. 5107 Az 95 Ft. Mohave, Az 86426



City of Needles, California Request for City Council Action

Item 21.

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: October 10, 2023

Title: Employee Appreciation Event

Background: Councilmember Belt requested this item be placed on the agenda for discussion regarding a proposed date, location, and budget. In the past, Councilmembers Belt and Campbell organized the event. They are asking for more help this year. The only dates available for El Garces are Friday, December 1, and Saturday, December 2, 2023.

Fiscal Impact: Funds in the amount of \$10,000 are available in the 2023-24 budget for all special events during the upcoming year, including the employee appreciation event and any future special events through June 30, 2024..

Recommendation Discretionary

Submitted By: Councilmember Belt

City Management Review:

Date: 10/4/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 21



CITY OF NEEDLES

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

Mayor Janet J. [Item 22.]
Vice Mayor Kirsten
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
City Manager Rick Daniels

MEMORANDUM

TO: Honorable Mayor & Council Members,
Boards and Commissions, and
Interested Parties

FROM: Rick Daniels, City Manager *Rick*

SUBJECT: Manager's Report

DATE: September 15, 2023

- City Manager

- ** Household hazardous waste collection scheduled for October 7 at the Public Works Yard
- ** L Street Booster completed, undergoing start up
- ** Working with a donor to establish a plaque at the ballfield honoring Nikki Bunch
- ** Work continues to allow off highway vehicles (OHV) on city streets when traveling to a trail head
- ** Building permit has been issued for an 18 room addition to the Hampton Inn. Construction expected shortly
- ** Working with the developer of a subdivision on Clary Drive. Model homes expected before the end of the year
- ** City staff prepared for Hurricane Hilary which bypassed Needles
- ** A "paranormal" firm has requested access to the El Garces to investigate if there are ghosts

- City Clerk

- ** Vault contents at the old city hall have been relocated to new vault at Third Street
- ** Continue moving forward with agenda management
- ** Responding to record requests

- Community Services

Transit, Senior Center, Recreation, Aquatics, Parks, Cemetery:

- ** Covered senior center in absence of the senior aide

Transit: ** Shopper shuttle had a total of 12 roundtrip passengers (24 boardings) for the five weeks in August averaging 2.4 riders per trip (maximum bus capacity is 9)

- ** Three roundtrip medical transports (6 boardings) and one no show

** DAR accommodated 549 passenger boardings averaging 23.87 boardings per day

** San Bernardino County Transportation Authority (SBCTA) has implemented a one-year pilot project countywide that Students Ride Free and will include K-12 and college students. Fares for the "free rides" will be reimbursed by SBCTA

Senior Center: ** Average daily use was 27 participants/visitors for lunch and other senior activities/services

- ** No craft project for August

Recreation: ** After-school program began August 16 with 215 students enrolled

- ** Finalizing sign-ups for fall sports that include pee wee soccer, volleyball and flag football.

Teams will be formed the week of Sept 18 and games will begin the first week of October

Honorable Mayor & Council Members, Boards and Commissions, and Interested Parties
 September 15, 2023
 Page Two

**** Facility rentals for July and August:**

Jack Smith Park: 1-4hr rental @ \$20hr

Gym: 1- 3hr and 1- 2hr rental @ \$30hr

Aquatics: ** Beginning general maintenance which will include draining the slide pool and acid washing/painting. Will drain the main pool due to extensive issues with the plaster and will consider options for next season

** Received the first draft of the assessment for the rehabilitation for the aquatic facility and will present to the Parks & Recreation Commission at the September 18 meeting

Jack Smith Park: ** Open 7 days a week with reduced hours until the end of September and then weekends only through October

** Finalizing the holiday reports and will present at the Parks & Recreation Commission meeting in October

Cemetery: ** No interments in August

Parks: ** General maintenance including basic tree trimming, weed control and irrigation repairs

• **Development Services**

Planning, Building/Safety, Engineering, Code Enforcement, Capital Improvement Plan (CIP):

Planning: ** Worked with the developers of the Hampton to open a new 94 room Hilton Home 2 Suites on West Broadway

** Worked with a business owner to renovate their business

** Worked with applicants for a cell tower and a retail cannabis lounge to be presented to the Planning Commission and City Council

Code Enforcement: ** Routine inspections including cannabis, residential and commercial

** Assisted the sheriff's department

** Assisted the city attorney's office with requested documents and postings

** Parking enforcement

Building & Safety: ** Currently have 79 active permits; 15 permits ready to issue; and 5 projects under review

** Issued 10 permits (residential: 1 reroof; 3 remodel/repair; 1 electrical; 3 plumbing; and commercial: 1 electrical and 1 mechanical)

** Completed 64 inspections and finalized 12 permits

Engineering: ** See attached

• **Finance and Administration**

Finance, HR, Risk Management:

** Hired in-house for MCWI-housing

** Advertising for city planner, recreation coordinator, customer service rep I and animal control assistant

** Interviewed for senior water operator position

/

• **Public Works**

Streets, Fleet, Buildings, Sanitation:

**

• **Public Safety**

Animal Control, Sheriff, Fire, Emergency Management:

Animal Control: ** One administrative citation written

** Spayed and neutered clinic set for October 6 and 7 is full

** All employees took webinar training on Forensics: Animal DNA in Criminal Investigations

• **Utilities**

Electric, Water, Wastewater, Billing Office:

Wastewater: ** One effluent and two motive pumps are out for warranty repairs

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Honorable Mayor & Council Members, Boards and Commissions, and Interested Parties
 September 15, 2023
 Page Three

** Bar screen repairs at the plant were completed
 ** Lift stations and plant installed automatic electric meters
 ** Installed a new injector pump at the Bazoobuth lift station
Water: ** 25+ water service line repairs completed
 ** 50+ underground utility locates completed
 ** Excavated, located & disconnected 2" main at well #11 site that was broken during demolition
 ** Repaired 6" main break in the wash area on East Broadway
 ** Continue work with the contractors on the Lilly Hill Booster station. Startup testing scheduled for September 14
 ** Continue work with the contractors on Well #11 filter plant
 ** Repaired sand trap drain and flushed out sand separator on well #15
Electric: ** Installed new pole on River Road and new primary feed to Verde Shores
 ** Replaced three transmission poles and reframed four poles
 ** Replaced a primary underground termination on the Moabi feeder at the substation
 ** Replacing commercial meters with new AMI meters
 ** Replaced 200 feet of secondary wire
 ** Replaced or fixed 15 streetlights
Billing Office: ** 30 connects and 48 disconnects in August

- Golf

Pro Shop, Maintenance:

Pro Shop: ** August 2023 revenue and rounds:

2022 - total revenue \$17,283; total rounds 669

2023 - total revenue \$12,704; total rounds 515

** During overseeding, prop shop is open on limited hours

** Promoting 2023-24 monthly and annual memberships

** Two golf tournaments scheduled for October 14 and 21

** Working with the city to get the restrooms operational

Maintenance: ** Course closed through October 5 for annual overseeding

- Housing Authority

** The City, through the Housing Authority, has been awarded 30 rental assistance vouchers for veterans

** Submitted the FY2023 unaudited financials to Housing & Urban Development (HUD)

** Approved the Administrative Plan

attachment

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Capital Improvement Projects (CIP) Project List/Status – September 13, 2023

Parks Projects:

1. First Beach / Marina Beach Park - \$1,864,588

Status: Contractor has been submitting shop drawings for key components of the park for approval. These items are being ordered as approved. Construction is due to start at the end of October 2023.

2. Duke Watkins Park Improvements - \$2,283,700

Status: Contractor has been submitting shop drawings for key components of the park for approval. These items are being ordered as approved. Construction is due to start mid-October 2023. A groundbreaking ceremony will be scheduled soon.

3. Duke Watkins Park Pump Track - \$534,716

Status: Bids were opened on September 1, 2023, and the project was awarded to Three Peaks Corp. on September 12, 2023 in the amount of \$534,716.

4. Jack Smith Park Biking/Walking Path - \$134,965.30

Status: Bids were opened on August 16 and the project was awarded to Western Construction Specialist, Inc. on September 12, 2023, in the amount of \$134,965.30.

Streets:

5. Pavement Management Plan Update

Status: Consultant is gathering data for report update.

6. Phase IV A – Water Service Replacement & Street Improvements

Status: 100% design is complete. The project has been divided into two (2) phases. The first phase will go out to bid in September.

7. Oberholte Water Service Replacement & Street Improvements – \$1,123,983

Status: 100% Design is complete and federal funding approved. Staff is working with Caltrans Local Assistance to obtain necessary approvals to being the construction bid process.

8. Needles Bridge Deck work

Construction is complete. Staff is working on final documentation for Caltrans project closing procedure.

9. Monument Signage/Freeway Ramp Clean-up - \$5,900,000.00

Status: This project is near completion. Caltrans will notify staff when complete.

Water Projects:**10. Lily Hill Water Booster Station - \$2,086,775.00**

Status: This project is under construction with an approximate completion at the end of September.

11. Water Treatment Plant - \$5,759,500.00

Status: Under construction - Concrete foundations have been poured and the treatment vessel has been delivered and set in place. Contractor will be off-site until the end of November when they will return to install the backwash tank, underground piping and electrical equipment.

12. Waterline and Manifold Replacements - \$914,600.00

Status: This project is ready to bid in alignment with other water projects.

13. Well No. 15 Backup Generator - \$367,000

Status: The backup generator has been ordered and expected delivery in Jan. 2024. Electrical conduit and generator concrete pad has been installed.

14. Well No. 11 to Well No. 15 Waterline Intertie - \$930,000

Status: This project is under design.

Other projects:**15. Needles Golf Course Irrigation Efficiency Project, Phase 1 - \$715,538**

Status: This project is under design. Staff is expecting final plans and specifications for bid within 30 days.

16. Advanced Metering Infrastructure (AMI) Smart Meters - \$3,900,000

Status: This project is near completion. Staff is working on project close out documentation for BOR grant funds and Landis + Gyr.

17. NHA Window and Door Replacement Project - \$408,289

Status: Window installation is complete. Doors and hardware are scheduled for delivery by mid-September.

18. Hazard Mitigation Plan Update - \$132, 285

Status: At the September 12, 2023, City Council meeting, Grant funding in the amount of \$119,683.50 was accepted from the California Governor's Office of Emergency Services. Grant agreements are being signed and staff is preparing the Request for Proposals (RFP) to be advertised soon to solicit qualified firms to prepare the plan.

19. Public Restroom Sewer Waste Piping Repair (Golf Course)

Status: This project is currently out to bid with a bid opening date of September 20, 2023.

20. Marketing Consultant RFP

Status: Request for Proposals were advertised on Sept. 6, 2023, and is scheduled to close on Sept. 27, 2023. After proposals have been reviewed, staff will schedule interviews with the most qualified firms.



City of Needles, California Request for City Council Action

Item 22.

☒ CITY COUNCIL ☐ NPUA ☐ HACN ☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: State of Cannabis Industry- City of Needles

Background: In 1996, California recognized the medicinal value of cannabis with the passage of the Compassionate Use Act through Proposition 215, legalizing its use, possession, and cultivation for patients with a physician's recommendation

Timeline of Significant Cannabis Policy Events:

- **2012 Measure S:** City voters overwhelmingly approved the Marijuana Business Tax Ordinance, allowing for the collection of a 10% tax on gross receipts from marijuana businesses. This measure received an 81% approval rate.
- **2015 Medical Marijuana Regulation and Safety Act:** Statewide regulations were established for licensing, cultivating, processing, transporting, testing, and distributing medical cannabis. Local control was maintained through a dual licensing system requiring both local and state approval.
- **2016 Ordinance 574-AC:** The City enacted legislation to regulate Marijuana Businesses in accordance with state law, ensuring the safety and welfare of residents and businesses within the City. This led to the creation of Section 12A of the NMC.
- **2016 Proposition 64:** Legalized the possession, cultivation, and use of marijuana for personal use and allowed for the sale and taxation of recreational marijuana. 60% of Needles Residents voted in favor of the Statewide Ballot Measure.
- **2018 Ordinance 606-AC:** The City introduced legislation allowing the sale, cultivation, and manufacturing of adult-use (recreational) cannabis.
- **2020 Ordinance 629-AC:** Additional retail cannabis businesses and onsite cannabis consumption were permitted under this legislation.
- **2022 Ordinance 656-AC:** This ordinance streamlined application requirements and made amendments related to grounds for license denial and identification card issuance.

Over the period spanning from 2017 to the present, the city has granted a total of 93 Conditional Use Permits for cannabis business enterprises, encompassing a substantial 941,721 square feet dedicated to cannabis-related businesses. Presently, the City of Needles hosts a cannabis sector with 34 operational businesses (269,981 sq. ft.). There is a total of 120,000 sq. ft. that is under construction and anticipated to come online within the next year. This diverse landscape consists of:

- 1 Consumption Lounge
- 3 Manufacturing Facilities
- 7 Cannabis Retail Businesses
- 5 Distribution Facilities
- 18 Cultivation Facilities

The City has not only leveraged the advantages of cannabis tax revenue to propel economic growth, ensure regulatory adherence, and improve our community's infrastructure, but it has also drawn in businesses, resulting in the creation of 586 jobs in the industry itself and indirectly

created the need for additional jobs in the restaurant and hotel/motel industries as their contractors came to Needles. This underscores how responsible cannabis taxation and regulation have not only enhanced our community's well-being but also stimulated employment opportunities and business growth.

Financial Impacts: In 2012, the City took a significant step forward by implementing a cannabis tax collection system. Under Measure S, the Marijuana Business Tax Ordinance was established, which imposed up to a 10% gross receipts tax on the revenue of cannabis businesses.

In the inaugural year of 2013, the city initiated the tax collection process, and through a self-reporting system, approximately \$14,920 in revenue was collected. The following year, in 2014, an essential shift occurred as the City Manager took proactive measures, initiating a thorough audit of reported gross receipts, which revealed an additional \$56,520 in revenue. Since the inception of Measure S, the city has collected a total of \$18 million in cannabis tax revenue. Additionally, the city has experienced an increase in sales tax (186% since FY 14) as a result of the city receiving its share of state sales tax. The above has produced a steady growth of revenue for the City improving its long-term financial sustainability.

The City invested revenues generated by cannabis in furtherance of community enhancement and to improve the quality of life for Needles' residents. Cannabis revenues have been instrumental in supporting various aspects of our community, contributing to both its growth and development while establishing a healthy level of reserves. Some examples of community enhancement and programs funded by cannabis revenue include the following:

- **Economic Development Program:** The City allocates 10% of Cannabis Tax Revenues to an Economic Development Program. This initiative is dedicated to fostering the expansion and creation of non-cannabis businesses within our community and so far has assisted with the development of an 82 room Hampton Inn Hotel, a new 66,560 Sq. Ft. boat storage facility, and a renovated coffee shop at an auto service center.
- **Street Improvements:** Progress has been made with respect to the City Council's goal of improving the quality of life for Needles' residents in that cannabis revenues have funded \$8 million in essential street improvements.
- **Infrastructure Improvements:** With aging infrastructure needing to be addressed the cannabis tax revenue provided interim funding for the \$1.2 million Arizona Bridge Reconstruction.
- **Cannabis Compliance:** A portion of the revenue is invested in critical aspects of law enforcement and code enforcement to ensure that cannabis-related activities are in compliance with established regulations.
- **Philanthropy:** In addition to the above, various cannabis owners as individuals have given back to the City by participating in community events (BMX Freestyle Event, Trunk or Treat, Holiday present giveaways) and have donated to the City of Needles (recreation center basketball hoops and donations to the animal shelter).

The economic model implemented by the City has effectively cultivated a business-friendly environment, resulting in a noteworthy influx of businesses to Needles. This surge in business activities, primarily driven by the cannabis economy, has substantially contributed to job creation and population growth within the City. Moreover, this economic synergy extends its reach, indirectly bolstering and supporting other sectors, including the hospitality and restaurant industries. The cannabis industry's growth has brought forth a multitude of secondary economic benefits, notably elevating the City's total property value by a remarkable 72% (equivalent to \$224 million) since 2017, with a recent year-over-year increase of 9.1% (\$45 million). This upsurge can be directly attributed to the heightened demand for lodging services and dining establishments resulting from the construction of cannabis-related facilities.

Utilities: The Needles Public Utility Authority which manages the utilities for the City has also benefited from the growing cannabis industry. In 2017, the NPUA required that all cannabis businesses provide a \$100,000 per/MW deposit to the NPUA to assist financially in completing certain related electrical facilities which provided the cannabis projects with electrical power. The residents of the City have benefited greatly from improving the electric delivery system and expanding it to meet the needs of the new cannabis businesses that were brought online. The following projects were completed to improve system reliability and deliver power:

- NPUA increased its power allotment allocation from 30 MW to 60MW which provides the City with the opportunity to grow and expand.
- City has increased load from a peak max of 9 MW to 23 MW per hour which provides additional revenue to the NPUA for the sale of electrical power. NPUA budget has doubled in the last five years to (\$15 Mil. Projected FY 24)
- \$1.2 Mil. Bill Yoney Substation Replacement
- \$1.8 Mil. Intertie to South Needles
- \$1.2 Mil. Murl Shaver Needles Substation (New)
- Replaced over 60 outdated, 1950's vintage insulators
- Initiated a system wide pole replacement program to improve system reliability
- The \$100,000 per/MW deposits have helped fund engineering work, equipment and assisted in performing future improvements to our electric grid necessitated by the growth of the cannabis industry in the City.

The NPUA has worked closely with the Cannabis businesses to ensure that they are successful. However, factors such as market saturation, economies of scale, and competition from the illicit market have contributed to fluctuations in the cannabis market with the result that some cannabis businesses have fallen behind on utility and other payments owed to the City. The NPUA's Terms and Conditions allow for a long-term payment arrangement for utility accounts that are delinquent for all residents and business. Out of the 34 operating cannabis businesses, only 4 have needed to utilize the long-term payment plan allowed by the NPUA Terms and Conditions. The largest of those payment plans was with the MIH entities for past due utilities and past due taxes. The total amount of past due utilities was \$848,976 and the total amount of past due taxes was \$914,862. The MIH entities are currently up to date on the payments due under their payment plan, but still owe approximately \$848,000 with the final payment being due in June of 2024.

Enforcement: The City has a robust Code Enforcement Program, ensuring compliance with regulations among cannabis facilities. Each facility is inspected at least monthly. The Code

Enforcement Officer oversees various permit requirements and conditions, including inventory and sales documentation for the cannabis businesses.

The Code Enforcement Department has issued 186 citations for violations of the municipal code. Violations encompass issues such as odor, tax delinquency, the absence of an active state license, odor and non-compliant signage. The City has and will continue to take aggressive enforcement action, ranging from issuance of citations to license revocation, against cannabis entities that violate the City Municipal Code or fail to pay sums owed to the City/NPUA.

Furthermore, the City actively combats illegal operators attempting to bypass regulations. Approximately nine (9) illicit cannabis code enforcement actions have been taken, resulting in the closure of each illegal operation. The City has aggressively mitigated illicit cannabis activity and has worked with the various agencies to shut them down.

Submitted By: Patrick Martinez, City Manager

Recommended Action: Information Item

City Management Review:  _____

Date: 10-6-2023

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____