



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

A G E N D A

ADJOURNED REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, AUGUST 30, 2022
COUNCIL EXECUTIVE SESSION – **5:00 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

AUTHORIZED BY AB 361

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

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

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

If asked, enter the following: Meeting ID: 881 762 638#

**OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 881 762 638#
The meetings are being recorded. - MASKS ARE ENCOURAGED**

CALL TO ORDER
ROLL CALL

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

RECESS TO EXECUTIVE SESSION

- a) Conference with Legal Counsel - Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (3)
- b) Conference with Legal Counsel – Anticipated Litigation regarding significant exposure to litigation Pursuant to Government Code § 54956.9(d)(2) and/or (3): one potential case related to claim received August 22, 2022 from attorney for John James Bresnahan Zeinaty related to alleged April 29, 2022 dog bite incident

EXECUTIVE SESSION – Report by City Attorney

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
CONFLICT OF INTEREST

CORRESPONDENCE
INTRODUCTIONS
CITY ATTORNEY - Parliamentary procedures

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

PUBLIC APPEARANCE – Persons wishing to address the 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) Presentation by Captain Ross Tarangle of the 2021 City of Needles Annual Crime Statistics (INF)
- 2) Chamber of Commerce to introduce their new board and executive board members and an update on the El Garces Visitor Center (INF)

August 30, 2022

- 28) Presentation by Minagar & Associates regarding the Local Roadway Safety Plan (LRSP) dated August 10, 2022
Adopt the Minagar & Associates Local Roadway Safety Plan (LRSP) dated August 10, 2022 (ACT)

PUBLIC HEARING

- 3) Public hearing noticed to consider all evidence and testimony for or against approval of Ordinance No. 652-AC, amending the Needles Municipal Code (NMC) Section 96.08 "Dwelling Unit" adding "Accessory Dwelling Unit" and Section 96.00 "Table of Permissible Uses"
 - 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. 652-AC amending the Needles Municipal Code (NMC) Section 96.08 "Dwelling Unit" adding "Accessory Dwelling Unit" and Section 96.00 "Table of Permissible Uses" (1st reading – post) (ACT)

RECESS THE CITY COUNCIL MEETING AND CONVENE A JOINT COUNCIL / NPUA MEETING
CALL TO ORDER (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE 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 4 through 8 on the Consent Calendar by affirmative roll call vote. (ACT)

- 4) NPUA / COUNCIL: Authorize the purchase of reconditioned transformers size 25 KVA to 750 KVA pole and pad mounted, single and three phase not to exceed \$120,000 from T&R Electric, funds available in FY23 electric department operations and maintenance
- 5) NPUA / COUNCIL: Accept the WZI Inc. AB32 Greenhouse Gas (GHG) Verification Report 2021 Emissions
- 6) NPUA / COUNCIL: California Public Utilities Commission's (CPUC) Needles Public Utility Authority electric distribution system 2022 audit (INF)
- 7) NPUA / COUNCIL: Authorize a pilot Turf Removal Program not to exceed \$16,000 for FY22/23 utilizing the Public Education funds from the Water Department
- 8) NPUA / COUNCIL: Update on the Electric and Water Automatic Metering Project (INF)

End of Consent

ADJOURN THE JOINT NPUA / COUNCIL MEETING - RECONVENE THE CITY COUNCIL MEETING

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- 9) Approve the Warrants Register through August 9, 2022
- 10) Waive the reading and adopt Resolution 2022-57 confirming and adopting an itemized statement of cost for abatement of property located at 1229 Desert Drive, also known as APN 0650-423-04-0000, and file said resolution with the County Recorder placing a lien on the property
- 11) Waive the reading and adopt Resolution 2022-58 confirming and adopting an itemized statement of cost for abatement of property located at 2234 Casa Real Street, also known as APN 0185-351-45-0000, and file said resolution with the County Recorder placing a lien on the property
- 12) Waive the reading and adopt Resolution 2022-59 confirming and adopting an itemized statement of cost for abatement of property located at 110 Market Street, also known as APN 0185-066-26-0000, and file said resolution with the County Recorder placing a lien on the property
- 13) Waive the reading and adopt Resolution No. 2022-63 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of August 18, 2022 – September 16, 2022, pursuant to provisions of the Ralph M. Brown Act
- 14) Revised Schedule A of the County of San Bernardino Law Enforcement Services Contract No. 99-376 reflecting additional costs based on new labor negotiations for law enforcement staff (INF)
- 15) Accept the bid from WESTCO ANIXTER in an amount not to exceed \$30,529.88 to purchase 28 LED Light Structures using Capital Electric Funds in the amount of \$15,264.94 and the School District will be invoiced for \$15,264.94 and authorize staff to issue a Notice of Award and Notice to Proceed for the purchase

- 16) Accept the Clean California Local Grant Program Restricted Grant Agreement No. CCL-5220-009 in the amount of \$2,179,702 and authorize a FY 22/23 revenue and expenditure increase
- 17) Accept TKE Engineer's Proposal for Design Work of Marina Beach Park (AKA: 1st & 2nd Beach) using funds from the Clean California Local Grant Program in the amount not to exceed \$264,064 and authorize staff to execute a new task between City and TKE Engineering for said work
- 18) Approve filing of a claim for Local Transportation Fund (LTF) and State Transit Assistance (STA) Fund for fiscal year 2022-2023
- 19) Waive the reading and adopt Resolution No. 2022-61 adopting the Measure I Five-Year Capital Improvement Plan for fiscal years 2023-2027
- 20) Waive the reading and adopt Resolution No. 2022-60 approving the "Ambie's Sweet Shop" Economic Development Program Application in an amount not to exceed \$12,652 to the non-cannabis business located at 109 F Street
- 21) Accept the Calendar Year 2023 Employee Benefits Plan costs for the city
- 22) Approve a full-time Account Clerk I job description to be added to the Authorized Position list and fund from reserves
- 23) Accept the bid from Christensen Brothers Engineering, Inc for base bid items for the Phase III Water Service Replacement and Street Improvements with a total bid amount of \$1,831,850 and a total project cost of \$2,083,373.90 including a 10% contingency, using funds from FY2023 General Fund Public Works Street Improvements and authorize staff to issue a Notice of Award and Notice to Proceed

End of Consent

REGULAR ITEM

- 24) Authorize the allocation of the second tranche of the State and Local Fiscal Recovery Funds (SLFRF) as follows: Replace revenue lost due to the pandemic, Transient Occupancy Tax (TOT) \$127,362, Sales tax \$17,042, replace \$2,500 pledged by Legacy for youth program, \$2,500 for San Bernardino County Sheriff (SBCS) for youth program, \$16,011 to recover FEMA grant expenditures not reimbursed and request council direction to allocate the balance of \$429,767 to general reserve (ACT)
- 25) Authorize Councilmember Campbell and those interested to attend the Innovating Commerce Serving Communities (ICSC) Event at the San Diego Convention Center on September 28-30, 2022 (ACT)
- 26) Authorize those interested to attend the California Cannabis Control Summit to be held on October 12-13, 2022, at the Hilton Sacramento Arden West (ACT)
- 27) Discussion regarding a proposed date, location, and budget for an Employee Appreciation Event (ACT)

August 30, 2022 additional agenda items:

PRESENTATION – Agenda Item 28 moved to after agenda item 2

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

PUBLIC HEARING

- 29) Public hearing noticed to consider all evidence and testimony for or against an ~~increase~~-decrease of the prima facie speed limits on East Broadway Street (Cibola St to I-40 Overpass) and West Park Road (National Old Trails Road to Needles Highway) has been **continued to September 13, 2022**

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- 30) Approve the Warrants Register through August 30, 2022
- 31) Approve the minutes of April 4, April 8, April 12, April 26, May 10, May 20 and May 24
- 32) Accept the State Water Resource Control Board (SWRCB) Agreement No. SWRCB0000000000D1902030 Amendment No. 2 grant funds in the amount of \$14,247,995 for the Lillyhill Booster, L Street Booster, manifold replacement, Well No 16 Treatment Plant, a backup generator for Well No. 15, service laterals and main changeouts and covers
- 33) Accept the bid from Cora Construction for Schedule Bid Item B to construct a new L Street Water Booster Station on L Street and Highland in the amount of \$838,695, total project cost is \$1,079,635 using funds from Agreement No. SWRCB0000000000D1902030 and direct staff to issue a Notice of Award and Notice to Proceed
- 34) Accept the increase in an amount of \$214,824 for construction work by Arizona Department of Transportation (ADOT) under the Intergovernmental Agreement for the Needles Bridge Deck Rehabilitation Project using funds from general fund reserves with 88.53% being reimbursed by Caltrans under the Highway Bridge Program (HBP)
- 35) Authorize the transfer of funds from reserves to the Public Works budget in FY 23 not to exceed \$96,446 for the purchase of a 74 HP skip loader from Sonsray Machinery
- 36) Waive the reading and adopt Resolution No. 2022-64 approving a First Amendment to the Agreement between the City of Needles and Needles Unified School District for a Sheriff's Service Specialist for additional funding in the amount of \$1,390 for the 2022-2023 school year, city's portion from COPS fund
- 37) Award the bid to Eberhard Equipment for a 2019 Jacobsen Mower not to exceed \$24,712 funded out of the golf course irrigation budget
- 38) Authorize \$314,000 for labor for contracted emergency crew Petrelli to repair multiple powerlines on the I-40 near River Road exit; \$25,000 in material and \$35,000 to procure replacement poles borrowed from the City of Vernon for the River Road Transmission Crossing damage repair funded by the electric operating budget and file a claim with the city's insurance

- 39) Authorize Route 66 Broadband, formally known as Golden Valley Cable Company, to install internet services to communicate with the Advanced Metering Infrastructure (AMI) Project not to exceed \$24,000 using a portion of the electric contingency funds from the approved project
- 40) Award a contract to HdL Companies to perform Cannabis Tax Audits for calendar years 2021 and 2022 in an estimated cost of \$160,000 using budgeted funds FY23 of \$69,600 and the balance of \$90,400 from general fund reserves

End of Consent

REGULAR ITEMS

- 41) Authorize those interested in attending the 2022 San Bernardino County State of the County at the Ontario Convention Center on October 5, 2022 at an approximate cost of \$404 per councilmember (ACT)
- 42) Provide council direction on the League of California Cities proposed resolution to be considered at the League Conference - Resolution relating to Amendments to the Cal Cities Bylaws (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

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

ADJOURNMENT

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Posted August 26, 2022

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

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

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

Dated this 26th day of August 2022

Dale Jones, CMC, City Clerk



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A G E N D A

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

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

AUTHORIZED BY AB 361

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CALL TO ORDER

ROLL CALL Vice Mayor Paget and Councilmember Campbell have requested excused absences

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONFLICT OF INTEREST

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INTRODUCTIONS

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REGULAR ITEM

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CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

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

ADJOURNMENT

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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 5th day of August 2022

Dale Jones, CMC, City Clerk

INTEROFFICE MEMO



DATE August 1, 2022
FROM Ross Tarangle, Captain
Colorado River Sheriff's Station
TO Rick Daniels, City Manager
City of Needles

PHONE 760-326-9200

SUBJECT 2021 City of Needles Annual Crime Statistics Report

Every year, the San Bernardino County Sheriff's Department compiles year-end crime statistics for areas within its jurisdiction. Below are the 2021 year-end crimes statistics for the City of Needles.

Part 1 crimes increased 9% from the prior year as did Part II crimes, 32%. The City saw an overall crime increase of 24% from the prior year. Property crimes rose 7% and assaults continued to rise with violent crimes up 10%.

Calls for service are at an eleven-year high. This equates to more than 1.5 calls for service per hour with one deputy sheriff on duty during the week. Bookings were up; however, there continues to be restrictions on the booking of suspects into the county jail system. Reports rose 16% resulting in an increased deputy workload.

City of Needles ~ Crimes Reported

	SB54 2017	AB953 2018	2019	COVID 2020	Post COVID 2021	Percent Change	
Part I Crimes	2017	2018	2019	2020	2021	17-21	20-21
Murder	0	0	1	0	2	N/C	N/C
Manslaughter	0	0	0	0	0	0%	0%
Rape	4	6	4	4	2	-50%	-50%
Robbery	4	2	6	8	7	75%	-13%
Aggravated Assault	29	51	60*	68	64	121%	-6%
Simple Assault	97	98	102	53	71	-27%	34%
Violent Crime Total	134	157	173	133	146	9%	10%
Burglary	57	74	66	22	34	-40%	55%
Larceny	104	99	97	71	69	-34%	-3%
GTA	17	29	11	15	13	-24%	-13%
Property Crime Total	178	202	174	108	116	-35%	7%
Arson	10	12	10	6	6	-40%	0%
Part I Total	322	371	357	247	268	-17%	9%
Part II Total	582	546	423	474	627	8%	32%
Grand Total	904	917	780	721	895	-1%	24%

Source: Tiburon RMS/INFORM RMS & reported to DOJ

Please Note: 0% = No Change, N/C = Not Calculable

*Criminal Threat offenses previously reported to DOJ as Part II crimes were reported to DOJ as Aggravated Assaults in 2019.

8-9-22

#1

2021 City of Needles Annual Crime Statistics Report

Page 2

CITY OF NEEDLES														
	AB109			Prop 47		Prop 57 & 64		SB54	AB953	COVID		Post COVID	Percent Change	
STATION ACTIVITY	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	'14-'21	'20-'21	
Population	4,874	4,894	4,912	4,908	4,940	5,035	5,044	5,177	5,085	5,248	5,353	9%	2%	
Total Call Volume	11,403	10,652	10,239	11,392	10,050	11,165	11,784	10,777	11,383	13,209	13,340	17%	1%	
Proactive Calls	5,988	4,941	5,176	6,320	4,278	5,124	5,385	4,329	5,031	6,219	6,357	1%	2%	
Dispatched Calls	5,415	5,711	5,063	5,072	5,772	6,041	6,399	6,448	6,352	6,990	6,983	38%	0%	
Deputy Reports from RMS	1,028	1,154	1,101	1,026	985	1,296	1,311	1,272	1,070	1,093	1,268	24%	16%	
Adult Bookings	306	447	503	490	458	785	796	606	407	388	408	-17%	5%	
Patrol Deputies	7	7	7	7	7	7	7	7	7	7	7	0%	0%	

DEPARTMENT OVERALL

- Violent crimes **increased** (13%) compared to 2020.
- Property crimes **increased** (1%) from 2020.
- Overall Part I crimes **increased** (6%) from 2020.
- Overall Part II crimes **increased** (11%) from 2020.
- Aggravated assaults **increased** (11%) from 2020. Five year high.

Social Media / Public Information

Colorado River Station / Needles Police Social Media:

<https://www.instagram.com/sbcsdcoloradoriverstation>
<https://www.facebook.com/SBCSDColoradoRiverStation>
 Twitter: [@CORiverStation](https://twitter.com/CORiverStation)

All press releases and community events are post on social media platforms.
 (All accounts are open and an account is not required)

Dispatch Call Log: <http://wp.sbcounty.gov/sheriff/media-center/dispatch-call-log-2/>
 (On the Department public web site. Lists all calls for service, updated daily)

Crime Mapping application: <http://wp.sbcounty.gov/sheriff/programs/crime-mapping/>
 (Shows all crime reports taken in the Sheriff's jurisdiction, updated daily)(App available)

Booking locator: <http://wp.sbcounty.gov/sheriff/corrections/inmate-locator/>
 (Shows all booking and release information)

San Bernardino County Court Case Lookup: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>
 (Shows all criminal and civil court cases in San Bernardino County)

FBI Violent and Property Crime Statistics: <https://ucr.fbi.gov/crime-in-the-u.s/2019/crime-in-the-u.s.-2019/tables/table-8/table-8-state-cuts/california.xls>

2021 City of Needles Annual Crime Statistics Report

Page 3

Needles Community Events / Special Projects

The Colorado River Station / Needles Police participates in many community functions throughout the year. Below are community events the station routinely participates in:

Annual Christmas Parade
Run for the Wall Motorcycle Rally
Security during the Needles Rodeo
SARB hearings to ensure student attendance compliance
Children's Lifejacket Giveaway
Additional patrol staffing at Jack Smith Park during holiday weekends
DUI patrols during holiday season
Needles Hot Boat and Custom Car Show
Annual Memorial Day ceremonies at Needles Cemetery
Cemetery cleanup and flag installation
Shop with a first responder event for Needles youth during Christmas season
Backpack Buddies event providing school supplies and clothing for Needles students
Additional deputies at High School sporting events
USMC Devil Pup for Needles youth
Traffic control for Needles High School rallies
City park Easter activities
Needles Downtown Business Alliance meetings
City Council Meetings
Assist Code Enforcement with abatement and enforcement issues
Ft Mojave Tribe Christmas food giveaway
Needles skate park safety event – Skateboard giveaway
Coffee With A Cop events with local citizens
Ft Mojave Indian Days parade
Red Ribbon Week at local schools
Donations to Needles High School sports teams
Annual Chinese Flag Ceremony
Needles Children's Health Fair
Prescription Drug Takeback Program
SBCo Behavioral Health in Point-In-Time homeless partnership in Needles
Elementary School Christmas bicycle giveaway
Animal shelter supply donation
Trunk or Treat Event for local community
Weekly arrest log posted on social media
Needles school backpack drive
Walk with a first responder at elementary school
Every 15 minutes high school anti-drunk driving campaign
Arrowhead Credit Union food drive
Pizza with a first responder at needles recreation center

2021 City of Needles Annual Crime Statistics Report

Page 4

Sheriff's Department Resources

The following divisions/details provided resources and personnel in support of criminal investigations and operations in the City of Needles:

Specialized Enforcement Division, Crimes Against Children Detail, Arson/Bomb Detail, Aviation Division, Narcotics Division, Civil Liabilities Division, Volunteer Forces Division, Public Affairs Division, Gang Enforcement Detail, Technical Services Division, High Tech Crimes Detail, Automotive Detail, Bureau of Administration, CAL-ID Division, Court Services Division, H.O.P.E. Team, Records Division, Scientific Investigation Division, Training Division, Marine Enforcement Unit

Local staff providing support of City law enforcement services:

Sheriff's Service Specialist (automotive), five Sheriff's Custody Specialists, Office Specialist, Station Secretary.

Department Telephone Numbers

The station business telephone number is: 760-326-9200. This number is used for routine station business or follow-up contact. Calling this number to report a crime or request a deputy will result in a delayed response.

The non-emergency number to Sheriff's Dispatch is: 760-956-5001. This number is used to request a deputy or report a non-emergency crime/incident. We encourage the public to call when observing any suspicious activity.

Future Projects

Ongoing Community Oriented Policing projects to prevent crime.
Ongoing participation in community events.
Additional school engagement programs to promote anti-drug awareness.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Needles City Council Ordinance No. 652-AC
An Ordinance of the City Council of the City of Needles, California,
Amending Needles Municipal Code (NMC) Section 96.08 "Dwelling
Unit" Adding "Accessory Dwelling Unit" and Section 96.00 "Table
Of Permissible Uses"

Background: The California Legislature passed three bills in 2016 that had substantive effects on the existing regulatory framework for secondary (accessory) dwelling units (SB 229 and AB 494) and upon junior accessory dwelling units (AB 2406). All three bills were signed by the governor in 2017.

Under these laws, secondary dwelling units are now referred to as "accessory dwelling units" (ADU), also commonly known as granny units, in-law suites, casitas or carriage houses. Such units are defined generally as independent, self-contained dwelling units, which may be attached or detached from a primary unit and may be constructed in single family residential zones and/or in multi-family residential zones subject to local discretion. ADU are strongly encouraged and facilitated by the State, and required to be allowed by the City the City.

On March 25, 2022 the City was notified by from the Department of Housing and Community Development that our Accessory Dwelling Unit (ADU) Ordinance addresses many statutory requirements, however, HCD found that the Ordinance does not yet fully comply with ADU law. City staff has worked with Placeworks, (City's State Funded Planning Consultant) to make the required amendments to our Ordinance in order to comply. The amendments made to the Ordinance are non-substantial amendments. Once approved by Council the Ordinance will be submitted to HCD for review and is our first step towards complying with state law.

Public Notification: A public hearing notice was published in the Needles Desert Star on Wednesday, July 27, 2022, and posted in two conspicuous locations in the city

Fiscal Impact: N/A

Environmental Impact: Exempt pursuant to 14 CCR § 15060(c)(2), the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment

Recommended Action: Approve Ordinance 652-AC Amending the Needles Municipal Code (NMC) Section 96.08 "Dwelling Units" and Adding "Accessory Dwelling Unit" and Section 96.00 "Table of Permissible Uses"

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

City Management Review:

[Signature]

Date:

8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 3

Amendments to City Code

A. Section 96.00 "Permissible Use Table":

Zones:	R1	R2	R3	CRR	C1	C2	C3	M1	M2	P
1.00 Residential										
1.20.1 Single Family, 1 du / lot	Z	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	Z				
1.30.2 Junior Accessory Dwelling Units	Z	Z	Z	Z	Z	Z				
1.30.3 Manufactured & Tiny Homes	Z	Z	Z	Z	Z	S				
*S Applications that do not comply with the criteria for ministerial review are subject to the review and approval of the Planning Commission through a Special Use Permit w/o a public hearing										

B. Section 96.08 Dwelling Units**(A) Definitions to be Added**

1. "Accessory dwelling unit". An attached or a detached residential dwelling unit which provides independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, eating, sleeping, cooking, and sanitation on the same parcel as ~~the~~ single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code, and a manufactured home as defined in Section 18007 of the Health and Safety Code. (See also "Secondary dwelling unit").
2. "Accessory building or structure". A building or structure that is subordinate to the main building on the same site, or the use of which is incidental to the use of the site or the use of the main building on the site. A building that shares a common wall with a main building shall be deemed a part of the main building.
3. "Accessory use". A use customarily incidental, related, and subordinate to the principal legal use of the parcel or lot and located on the same
4. "Attached accessory dwelling unit" means an accessory dwelling unit that shares a common wall with the primary unit, either by being constructed as a physical expansion (i.e., addition) of a primary unit, conversion of an existing garage attached to a primary unit, or installation of a new basement underneath an existing primary unit.
5. "Detached accessory dwelling unit" means an accessory dwelling unit that is constructed as a separate structure from the primary unit, or is created through conversion (full or partial) of an existing lawfully-constructed detached accessory building into an accessory dwelling unit.
6. Second Dwelling Unit. A "Second Dwelling Unit" is defined as a permanent dwelling unit that is equivalent to a primary dwelling on the same site. A second dwelling unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, sanitation, and parking. A second dwelling

unit must be detached from the primary dwelling in R1 zones. A second dwelling unit may be attached to or detached from the primary dwelling in R2, R3, and CRR zones.

7. "Floorspace" means the gross floor area as measured to the outside surface of exterior walls, including its living area.
 8. "Junior accessory dwelling unit". A unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure. For the purposes of life/safety regulations and providing utilities such as water, sewer, power, or other utilities, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.
 9. "Living area" means the interior habitable area of a dwelling unit including the basement and attics but not including a garage or any accessory building or structure.
 10. "Primary unit" means the building (or portion of the building in cases of an attached accessory dwelling unit) in which the principal residential use of the lot takes place. An accessory dwelling unit cannot constitute the primary unit.
 11. "Public transit" means a signed and designated bus stop, train stop, ferry terminal or other public transit station where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 12. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
 13. "Secondary dwelling unit". The predecessor to an accessory dwelling unit under local zoning laws. Secondary dwelling unit permits were issued under local zoning laws in effect after February 3, 1984 and prior to January 1, 2017.
 14. "Tiny home" means a detached structure on a permanent foundation used for dwelling purposes that provides complete independent living facilities for one or more persons and is located on the same lot as the primary dwelling (single-family or multifamily) to which it is an accessory use. A tiny home that meets the requirements herein shall be considered an accessory dwelling unit.
 15. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" includes park model homes, but does not include a "recreational vehicle," as defined in Article II, Section 9A-5 of the Needles Municipal City Code.
- (B) Accessory Dwelling Unit (ADU). This section provides for the establishment and reasonable regulation of accessory dwelling units in order to encourage housing opportunities for all segments of the population while ensuring the public health, safety, and welfare.
1. Application and fee. Application for an accessory dwelling unit permit shall be accompanied by the appropriate fee(s).
 2. Impact Fees. Accessory dwelling units built on a lot with an existing primary dwelling unit are exempt from impact fees. Accessory dwelling units built in conjunction with a new primary dwelling unit are subject to the following:
 - a. For accessory dwelling units less than 750 square feet, no impact fees apply.

- b. For accessory dwelling units 750 square feet and larger, the impact fee is proportional relative to the square footage of the primary dwelling unit.
3. Director of the Development Services, or his/her designated replacement, as review authority. Applications for accessory dwelling units shall be acted upon by Development Services, ministerially without discretionary review or a public hearing, within 60 days following submission of complete application and fees, if the proposed site has an existing dwelling unit, otherwise a zoning permit application and fees for a site plan review are required. If Development Services has not acted upon the completed application within 60 days, the application shall be deemed approved.
4. A temporary certificate of occupancy for an accessory dwelling unit may be issued before the certificate of occupancy is issued for the primary residence, with the following conditions: 1) Within 18 months of receiving the temporary certificate of occupancy, a building permit will be in place for the primary dwelling unit and construction completed within 24 months of issuance of building permit ; 2) A bond to be in place at the time the temporary Certificate of Occupancy is issued in an amount covering the cost of demolition and removal of the ADU if the primary dwelling unit is not completed within 24 months. Once both units are completed, permanent Certificate of Occupancy will be issued for both units.
 - a. ~~Grant of accessory dwelling unit permit. In order to grant an accessory dwelling unit permit for an accessory dwelling unit created through construction of or additions to a detached accessory building, by construction of or additions to a single family or multi family dwelling, or through the conversion of existing floorspace in a primary unit or a detached accessory building, the director, or his/her designee, shall find that the accessory dwelling unit would comply with all of the standards set forth in Section 96.08(E) for such accessory dwelling units.~~
5. Building permits. A building permit shall be required in conjunction with the issuance of an accessory dwelling unit permit if repair, rehabilitation, or other work otherwise requiring a building permit is necessary.
6. Approved secondary dwelling units still valid. Any secondary dwelling unit legally established with an approved secondary dwelling unit permit and in continued existence shall be deemed a legal, conforming dwelling unit. Secondary dwelling units established by any such permit shall continue to comply with all zoning requirements for secondary dwelling units in effect at the time of permit approval.
7. Premises identification. Any assigned street address number for the accessory dwelling unit shall be plainly visible and legible from the street fronting the property as required by the applicable building code.
8. Expiration. Accessory dwelling unit permits issued in compliance with this section shall expire and become null and void 18 months after issuance unless a certificate of occupancy has been issued by the building division.
- ~~9. Revocation. Upon written notice to the holder of an accessory dwelling unit permit or a secondary dwelling unit permit, and a hearing before the director, or his/her designee, the~~
- ~~10.~~

~~11. director may revoke or modify any accessory dwelling unit permit or secondary dwelling unit permit on any one or more of the following grounds:~~

- ~~a. That the approval was based on false information submitted by the applicant;~~
- ~~b. That the use for which such approval was granted has ceased to exist or has been suspended for one year or more; or~~
- ~~c. That the permit granted is being or recently has been exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law or regulation.~~
- ~~d. For other good cause.~~

12.9. Reporting of violations. All reporting of accessory dwelling unit permit or secondary dwelling unit permit violations shall be submitted in writing to the director, or his/her designee, and the director, or his/her designee, shall notify the owner of record of the property that a complaint has been registered, within ten calendar days from receipt of any such complaint. The director, or his/her designee, shall investigate and issue a written report to the complainant within thirty days from the date of the issuance of the notice outlining the status of any alleged violation and the steps that have been requested of the owner of record to remedy the situation.

13.10. Violations considered an infraction. Violations of this section shall be punished as infractions or by administrative citation, in the discretion of the director, or his/her designee, and shall be subject to the provisions of Article XVIII "Enforcement and Review" as well as Chapter 2A "Administrative Citations"

11. Density. Pursuant to California Government Code Section 68552.2, no accessory dwelling unit approved under these provisions shall be considered in calculating the density of the lot allowed by the land use designation contained in the land use element of the Needles General Plan, and accessory dwelling units are deemed a residential use that is consistent with the existing general plan and zoning for the lot.

12. The property on which the accessory dwelling unit is located shall have deed restrictions recorded upon it as set forth below prior to issuance of a building permit for the unit. Said restrictions shall be reviewed and approved by the City Attorney and recorded with the San Bernardino County Recorder's Office.

- a. The accessory dwelling unit shall not be sold separately from the primary residence, unless the ADU meets all the requirements listed in Government Code Section 65852.26.

b.a.

- (C) Junior Accessory Dwelling Unit (JADU). This section provides for the establishment and reasonable regulation of junior accessory dwelling units to encourage housing opportunities for all segments of the population while ensuring the public health, safety, and welfare.
1. Zoning permit required. No junior accessory dwelling unit shall be established or used unless a junior accessory dwelling unit permit has been issued by the City.
 2. Application and fee. Application for a junior accessory dwelling unit permit shall be accompanied by the appropriate filing fee. Junior accessory dwelling units are exempt from impact fees.

3. Director of the Development Services, or his/her designee, as review authority. Applications for junior accessory dwelling unit shall be acted upon by Development Services, or his/her designee, without discretionary review or a public hearing. Said action shall occur no more than 60 days following submission of a complete application. If Development Services has not acted upon the completed application within 60 days, the application shall be deemed approved.
 - a. ~~Grant of junior accessory dwelling unit permit. In order to grant a junior accessory dwelling unit permit, the director, or his/her designee, shall find that the proposed unit would comply with this section and Section 96.08(G) Standards for Junior Accessory Dwelling Units as adopted by council resolution.~~
 4. Building permits. A building permit and a certificate of occupancy shall be required in conjunction with the installation of a junior accessory dwelling unit. Any repair, rehabilitation, or other work associated with the installation of the junior accessory dwelling unit shall also obtain building permits where required by law.
 5. Premises identification. Any assigned street address number for the junior accessory dwelling unit shall be plainly visible and legible from the street fronting the property as required by the applicable building code.
 6. Expiration. Junior accessory dwelling unit permits issued in compliance with this section shall expire and become null and void 18 months after issuance unless a certificate of occupancy has been issued by the building division.
 - ~~7. Revocation. Upon written notice to the holder of a junior accessory dwelling unit permit and a hearing before the director, or his/her designee, the director, or his/her designee, may revoke or modify any such permit, on any one of the following grounds:~~
 - a. ~~That the approval was based on false information submitted by the applicant.~~
 - b. ~~That the permit granted is being or recently has been exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law, or regulation.~~
 - c. ~~For other good cause.~~
 - 8.7. Reporting of violations. All reporting of junior accessory dwelling unit violations shall be submitted in writing to the director, or his/her designee. The director, or his/her designee, shall notify the owner of record of the property that a complaint has been registered within ten calendar days from receipt of any such complaint. The director, or his/her designee, shall investigate and issue a written report to the complainant within thirty days from the date of the issuance of the notice outlining the current status of any alleged violation and the steps that have been requested of the owner of record to remedy the situation.
 - 9.8. Violations considered an infraction. Violations of this section shall be punished as infractions or by administrative citation, in the discretion of the director, or his/her designee, and shall be subject to the provisions of Municipal Code Article XVIII "Enforcement and Review" and Chapter 2A "Administrative Citations"
- (D) Manufactured Homes and Tiny Homes. Manufactured homes and tiny homes are subject to all of the following provisions:

1. Shall be a self-contained unit that complies with all State of California requirements, is constructed in compliance with American National Standards Institute (ANSI) 119.5 standard as certified by an accredited qualified third-party inspector.
2. Shall adhere to all setback, height, and floor area limitations pursuant to Section 96.08(H).
3. Shall be secured to a permanent foundation.
4. Shall have at least 100 square feet of enclosed space.
5. Shall be directly connected to an approved water source, an onsite wastewater treatment system or sanitary sewer system, and electric utilities. Holding tanks that are incorporated into the original design of the structure shall not be used for the purposes of waste storage and shall be directly connected to the approved onsite wastewater treatment system or sanitary sewer.
6. Mechanical equipment shall be incorporated into the original design of the structure and shall not be located on the roof or added on to the exterior of the unit, except for HVAC units.
7. Shall have the following design elements to maintain the character of the residential neighborhood:
 - a. Shall not include corrugated aluminum or fiberglass siding and shall not be a shipping container or cargo container.
 - b. Shall use cladding and trim materials on the exterior of movable tiny homes for residential appearance and to provide adequate thermal insulation and weather resistance. Materials may include, but are not limited to, single piece composite, vinyl siding, laminates, or interlocked sheathing.
 - c. Windows shall be at least double pane glass and labeled for building use and shall include exterior trim.
8. Application and fee. Application for an accessory dwelling unit (manufactured home or tiny home) permit shall be accompanied by the appropriate fee(s).
9. Impact Fees. Accessory dwelling units built on a lot with an existing primary dwelling unit are exempt from impact fees. Accessory dwelling units added in conjunction with a new primary dwelling unit are subject to the following:
 - a. For accessory dwelling units less than 750 square feet, no impact fees apply.
 - b. For accessory dwelling units 750 square feet and larger, the impact fee is proportional relative to the square footage of the primary dwelling unit.
10. Director of the Development Services, or his/her designated replacement, as review authority. Applications for accessory dwelling units shall be acted upon by Development Services, or his/her designee, ministerially without discretionary review or a public hearing, within 60 days following submission of complete application, if the proposed site has an existing dwelling unit, otherwise a zoning permit application and fees for a site plan review are required. If Development Services has not acted upon the completed application within 60 days, the application shall be deemed approved.
11. Grant of accessory dwelling unit permit. In order to grant an accessory dwelling unit permit for an accessory dwelling unit (manufactured home/tiny home) the director, or

his/her designee, shall find that the accessory dwelling unit would comply with all of the standards set forth in Section 96.08(H) for such accessory dwelling units.

12. A temporary certificate of occupancy for an accessory dwelling unit may be issued before the certificate of occupancy is issued for the primary residence, with the following conditions: 1) Within 18 months of receiving the temporary certificate of occupancy, a building permit will be in place for the primary dwelling unit and construction completed within 24 months of issuance of building permit; 2) A bond to be in place at the time the temporary Certificate of Occupancy is issued in an amount covering the cost of demolition and removal of the ADU if the primary dwelling unit is not completed within 24 months. Once both units are completed, permanent Certificate of Occupancy will be issued for both units.
13. Building permits. A building permit shall be required in conjunction with the issuance of an accessory dwelling unit permit if repair, rehabilitation, or other work otherwise requiring a building permit is necessary.
14. Approved secondary dwelling units still valid. Any secondary dwelling unit legally established with an approved secondary dwelling unit permit between July 1, 2003 and December 31, 2020 and in continued existence shall be deemed a legal, conforming dwelling unit. Secondary dwelling units established by any such permit shall continue to comply with all zoning requirements for secondary dwelling units in effect at the time of permit approval.
15. Premises identification. Any assigned street address number for the accessory dwelling unit shall be plainly visible and legible from the street fronting the property as required by the applicable building code.
16. Expiration. Accessory dwelling unit permits issued in compliance with this section shall expire and become null and void 18 months after issuance unless a certificate of occupancy has been issued by the building division.
17. Revocation. Upon written notice to the holder of an accessory dwelling unit permit or a secondary dwelling unit permit, and a hearing before the director, or his/her designee, the director may revoke or modify any accessory dwelling unit permit or secondary dwelling unit permit on any one or more of the following grounds:
 - a. That the approval was based on false information submitted by the applicant;
 - b. That the use for which such approval was granted has ceased to exist or has been suspended for one year or more;
 - c. That the permit granted is being or recently has been exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law or regulation.
 - d. For other good cause.
18. Reporting of violations. All reporting of accessory dwelling unit permit or secondary dwelling unit permit violations shall be submitted in writing to the director, or his/her designee, and the director, or his/her designee, shall notify the owner of record of the property that a complaint has been registered, within ten calendar days from receipt of any such complaint. The director, or his/her designee, shall investigate and issue a written

report to the complainant within thirty days from the date of the issuance of the notice outlining the status of any alleged violation and the steps that have been requested of the owner of record to remedy the situation.

19. Violations considered an infraction. Violations of this section shall be punished as infractions or by administrative citation, in the discretion of the director, or his/her designee, and shall be subject to the provisions of Article XVIII "Enforcement and Review" as well as Chapter 2A "Administrative Citations"
20. Density. Pursuant to California Government Code Section 68552.2, no accessory dwelling unit approved under these provisions shall be considered in calculating the density of the lot allowed by the land use designation contained in the land use element of the Needles General Plan, and accessory dwelling units are deemed a residential use that is consistent with the existing general plan and zoning for the lot.

(E) Standards for Accessory Dwelling Units Created Through Construction of or Additions to an ~~Detached~~ Accessory Building Structure or by Construction of or Additions to an existing Existing or Proposed dwelling Dwelling (construction of new square footage)

1. 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, C1, and C2.
2. On lots zoned for single family residential use, one ADU is allowed per primary dwelling unit. On lots zoned for multi-family residential use, a maximum of two ADUs detached from the multifamily structure are permitted.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. Height. A detached Accessory Dwelling Unit shall not exceed 165 feet in height.
9. Passageway. No Passageway shall be required in conjunction with the construction of an Accessory Dwelling Unit.

10. Setback Exceptions. A detached Accessory Dwelling Unit must have a minimum set back of five 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 ~~four~~five-(45) feet 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.
11. Parking. The application shall comply with parking provisions of Needles' Municipal Code Section 111, including parking setback limitations, except as set forth below:
 - 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).
 - b. Required parking for the Accessory Dwelling Unit may be uncovered.
 - 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.
 - 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,
 - e. Subsections A through D of this Standard 11 shall not apply to a unit described in subsection 11F below.
 - f. On-site parking is not required for an Accessory Dwelling Unit in any of the following circumstances:
 - (1) The unit is located within one-half mile of Public Transit.
 - (2) The unit is part of the existing Primary Unit or an existing Accessory Building.
 - (3) When on-street parking permits are required but not offered to the occupant of the unit.
 - (4) When there is a car share vehicle located within one block of the unit.
12. Feasibility Inspection. Unless the project constitutes ~~new construction~~new construction, a building inspection shall be performed by the City's Building ~~Division~~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 Director, or his/her designee, of Development Services prior to approval of an Accessory Dwelling Unit permit.
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.

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.
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.
16. For ADUs permitted on or after January 1, 2025, owner-occupancy of one of the dwelling units on the parcel (either the primary residence or the accessory dwelling unit) is required. This requirement does not apply to ADUs permitted between January 1, 2021 and December 31, 2024.

(F) Standards for Accessory Dwelling Units Created Exclusively through Conversion of Existing Floorspace in a Single-Family Dwelling, Multifamily Structure, or an ~~Detached~~ Accessory Building Structure (no construction of new square footage)

1. The unit shall be located in one of the following residential zones: R-1, R-2, R-3, CRR, C1, and C2.
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.
3. The unit shall provide independent exterior access from the Primary Unit.
4. The unit has sufficient setbacks to meet fire safety requirements.
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. ~~may have an Accessory Dwelling Unit.~~
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.
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 Director, or his/her designee, of Community Development, prior to approval of a permit.
8. For ADUs permitted on or after January 1, 2025, owner-occupancy of one of the dwelling units on the parcel (either the primary residence or the accessory dwelling unit) is required. This requirement does not apply to ADUs permitted between January 1, 2021 and December 31, 2024.

(G) Standards for Junior Accessory Dwelling Units

1. The proposed junior accessory dwelling unit would be located in a residential zone, including the R-1, R2, R-3 and CRR zones.
2. One junior accessory dwelling unit is permitted on a single family lot ~~and multifamily lots.~~
3. Owner occupancy of one of the dwelling units on the site (either the primary residence or the junior accessory dwelling unit) is required, unless the owner is a governmental agency, a land trust, or a housing organization. For purposes of this standard, ownership is defined as a majority (i.e., fifty-one percent or greater) interest in the property in question.

Property owned in joint tenancy shall be considered a single ownership for any party named. Property owned in tenancy in common shall be considered a single ownership for the party named, unless shares are specified, in which case ownership requires a majority interest.

4. The junior accessory dwelling unit would be in conformance with the current building codes adopted by the City. A memo prepared following inspection of the premises by the Needles Building Division, documenting the feasibility of the project to meet current building codes, shall be provided to the Director, or his/her designee, of Community Development prior to approval of a junior accessory dwelling unit permit.
5. The junior accessory dwelling unit would be created within the existing walls of a single-family dwelling.
6. The junior accessory dwelling unit would have a separate exterior entry from that of the primary residence. An interior entry may also be included.
7. The junior accessory dwelling unit shall include an efficiency kitchen, requiring and limited to the following components:
 - a. A sink with a maximum waste line diameter of one-and-a-half (1.5) inches.
 - b. A cooking facility with appliances that do not require electrical service greater than one hundred-twenty (120) volts. Gas appliances are not permitted.
 - c. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
8. The junior accessory dwelling unit would be located on a lot where the primary residence complies with current parking standards for its zone.
9. Adequate sanitation (bathroom) facilities are provided, either a) separately for the exclusive use of the junior accessory dwelling unit; or b) shared with the primary residence through internal access from the junior accessory dwelling unit to the primary residence.
10. The junior accessory dwelling unit shall comply with applicable requirements of the fire protection district serving the lot, subject to the provisions of Government Code Section 65852.22(d) or successor sections thereto.
11. The junior accessory dwelling unit shall comply with applicable requirements of the public water agency serving the lot, subject to the provisions of Government Code Section 65852.22(e) or successor sections thereto.
12. The junior accessory dwelling unit may be rented but shall not be rented for less than thirty (30) consecutive days.
13. The property on which the junior accessory dwelling unit is located shall have deed restrictions recorded upon it as set forth below prior to issuance of a building permit for the unit. Said restrictions shall be reviewed and approved by the City Attorney and recorded with the San Bernardino County Recorder's Office.
 - a. The junior accessory dwelling unit shall not be sold separately from the primary residence, unless the JADU meets all the requirements listed in Government Code Section 65852.26, and shall not be rented for less than thirty (30) consecutive days.

- b. The junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area, shall not be smaller than allowed by applicable building regulations, and shall be entirely contained within an existing single-family structure.
- c. The junior accessory dwelling unit shall be considered legal only so long as it or the single-family dwelling in which it is located is owner-occupied, unless the owner is a governmental agency, a land trust or a housing organization. Ownership is defined as a majority (i.e., fifty-one percent or greater) interest in the property in question. Property owned in joint tenancy shall be considered a single ownership for any party named. Property owned in tenancy in common shall be considered a single ownership for the party named, unless shares are specified, in which case ownership requires a majority interest.
- d. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with any provisions of Needles Municipal Code Section 96.08 "C" and "G" may result in legal action against the property owner, including revocation of any right to maintain a junior accessory dwelling unit on the property.

(H) Standards for Manufactured Homes and Tiny Homes.

- 1. 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.
- 2. On lots zoned for single family residential use, one ADU is allowed per primary dwelling unit. On lots zoned for multi-family residential use, a maximum of two ADUs are permitted.
- 3. 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.
- 4. Location on lot. The Accessory Dwelling Unit shall be detached from the existing dwelling and located on the same lot as the existing dwelling. and shall be separated from the Primary Unit and any Detached Accessory Building a minimum of three feet.
- 5. 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.
- 6. 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.
- 7. Size. The total area of floorspace for the Detached Accessory Dwelling Unit shall not exceed 1,200 square feet.
- 8. Height. A detached Accessory Dwelling Unit shall not exceed 15 feet in height.
- 9. Passageway. No Passageway shall be required in conjunction with the construction of an Accessory Dwelling Unit.
- 10. Setback Exceptions. A detached Accessory Dwelling Unit must have a minimum set back of five 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 five (5) feet 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.

11. Parking. The application shall comply with parking provisions of Needles' Municipal Code Section 111, including parking setback limitations, except as set forth below:
 - 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).
 - b. Required parking for the Accessory Dwelling Unit may be uncovered.
 - 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 (thoughts), 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.
 - 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 (thoughts),
 - e. Subsections A through D of this Section 96.08(H)(11) shall not apply to a unit described in subsection 11f below.
 - f. On-site parking is not required for an Accessory Dwelling Unit in any of the following circumstances:
 - (1) The unit is located within one-half mile of Public Transit.
 - (2) The unit is part of the existing Primary Unit or an existing Accessory Building.
 - (3) When on-street parking permits are required but not offered to the occupant of the unit.
 - (4) When there is a car share vehicle located within one block of the unit.
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 Director, or his/her designee, of Development Services prior to approval of an Accessory Dwelling Unit permit.
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.
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.
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.

16. For ADUs permitted on or after January 1, 2025, owner-occupancy of one of the dwelling units on the parcel (either the primary residence or the accessory dwelling unit) is required. This requirement does not apply to ADUs permitted between January 1, 2021 and December 31, 2024.

ORDINANCE 652-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING NEEDLES MUNICIPAL CODE (NMC) SECTION 96.08 "DWELLING UNIT" ADDING ACCESSORY DWELLING UNIT" AND SECTION 96.00 "TABLE OF PERMISSIBLE USES"

WHEREAS, it is the intent of the City to implement federal and state housing laws and the policies and programs contained in the City of Needles' General Plan, including the Housing Element; and

WHEREAS, SB 229 and AB 494 identifies the permitting requirements for Accessory Dwelling Units, previously referred to as Second Dwelling Units, and Junior Accessory Dwelling Units; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on Wednesday, July 27, 2022 and posted in two conspicuous locations in the city; and

WHEREAS, on August 9, 2022, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony relative to the amendment to the Needles Municipal Code (NMC); 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:

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

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

SECTION 3. The City Council HEREBY APPROVES Ordinance 652-AC for an amendment to the Needles Municipal Code (NMC) attached as Exhibit "A".

SECTION 4. This action shall become final and effective 30 days after this decision by the City Council as provided by the Needles City Code.

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 9th day of August 2022, 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 13th day of September 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

Amendments to City Code

A. Section 96.00 "Permissible Use Table":

Zones:	R1	R2	R3	CRR	C1	C2	C3	M1	M2	P
1.00 Residential										
1.20.1 Single Family, 1 du / lot	Z	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	Z				
1.30.2 Junior Accessory Dwelling Units	Z	Z	Z	Z	Z	Z				
1.30.3 Manufactured & Tiny Homes	Z	Z	Z	Z	Z	S				
*S Applications that do not comply with the criteria for ministerial review are subject to the review and approval of the Planning Commission through a Special Use Permit w/o a public hearing										

B. Section 96.08 Dwelling Units**(A) Definitions to be Added**

1. "Accessory dwelling unit". An attached or a detached residential dwelling unit which provides independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, eating, sleeping, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code, and a manufactured home as defined in Section 18007 of the Health and Safety Code. (See also "Secondary dwelling unit").
2. "Accessory building or structure". A building or structure that is subordinate to the main building on the same site, or the use of which is incidental to the use of the site or the use of the main building on the site. A building that shares a common wall with a main building shall be deemed a part of the main building.
3. "Accessory use". A use customarily incidental, related, and subordinate to the principal legal use of the parcel or lot and located on the same
4. "Attached accessory dwelling unit" means an accessory dwelling unit that shares a common wall with the primary unit, either by being constructed as a physical expansion (i.e., addition) of a primary unit, conversion of an existing garage attached to a primary unit, or installation of a new basement underneath an existing primary unit.
5. "Detached accessory dwelling unit" means an accessory dwelling unit that is constructed as a separate structure from the primary unit, or is created through conversion (full or partial) of an existing lawfully-constructed detached accessory building into an accessory dwelling unit.
6. Second Dwelling Unit. A "Second Dwelling Unit" is defined as a permanent dwelling unit that is equivalent to a primary dwelling on the same site. A second dwelling unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, sanitation, and parking. A second dwelling

unit must be detached from the primary dwelling in R1 zones. A second dwelling unit may be attached to or detached from the primary dwelling in R2, R3, and CRR zones.

7. "Floorspace" means the gross floor area as measured to the outside surface of exterior walls, including its living area.
 8. "Junior accessory dwelling unit". A unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure. For the purposes of life/safety regulations and providing utilities such as water, sewer, power, or other utilities, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.
 9. "Living area" means the interior habitable area of a dwelling unit including the basement and attics but not including a garage or any accessory building or structure.
 10. "Primary unit" means the building (or portion of the building in cases of an attached accessory dwelling unit) in which the principal residential use of the lot takes place. An accessory dwelling unit cannot constitute the primary unit.
 11. "Public transit" means a signed and designated bus stop, train stop, ferry terminal or other public transit station where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 12. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
 13. "Secondary dwelling unit". The predecessor to an accessory dwelling unit under local zoning laws. Secondary dwelling unit permits were issued under local zoning laws in effect after February 3, 1984 and prior to January 1, 2017.
 14. "Tiny home" means a detached structure on a permanent foundation used for dwelling purposes that provides complete independent living facilities for one or more persons and is located on the same lot as the primary dwelling (single-family or multifamily) to which it is an accessory use. A tiny home that meets the requirements herein shall be considered an accessory dwelling unit.
 15. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" includes park model homes, but does not include a "recreational vehicle," as defined in Article II, Section 9A-5 of the Needles Municipal City Code.
- (B) Accessory Dwelling Unit (ADU). This section provides for the establishment and reasonable regulation of accessory dwelling units in order to encourage housing opportunities for all segments of the population while ensuring the public health, safety, and welfare.
1. Application and fee. Application for an accessory dwelling unit permit shall be accompanied by the appropriate fee(s).
 2. Impact Fees. Accessory dwelling units built on a lot with an existing primary dwelling unit are exempt from impact fees. Accessory dwelling units built in conjunction with a new primary dwelling unit are subject to the following:
 - a. For accessory dwelling units less than 750 square feet, no impact fees apply.

- b. For accessory dwelling units 750 square feet and larger, the impact fee is proportional relative to the square footage of the primary dwelling unit.
3. Director of the Development Services, or his/her designated replacement, as review authority. Applications for accessory dwelling units shall be acted upon by Development Services, ministerially without discretionary review or a public hearing, within 60 days following submission of complete application and fees, if the proposed site has an existing dwelling unit, otherwise a zoning permit application and fees for a site plan review are required. If Development Services has not acted upon the completed application within 60 days, the application shall be deemed approved.
4. A temporary certificate of occupancy for an accessory dwelling unit may be issued before the certificate of occupancy is issued for the primary residence, with the following conditions: 1) Within 18 months of receiving the temporary certificate of occupancy, a building permit will be in place for the primary dwelling unit and construction completed within 24 months of issuance of building permit ; 2) A bond to be in place at the time the temporary Certificate of Occupancy is issued in an amount covering the cost of demolition and removal of the ADU if the primary dwelling unit is not completed within 24 months. Once both units are completed, permanent Certificate of Occupancy will be issued for both units.
5. Building permits. A building permit shall be required in conjunction with the issuance of an accessory dwelling unit permit if repair, rehabilitation, or other work otherwise requiring a building permit is necessary.
6. Approved secondary dwelling units still valid. Any secondary dwelling unit legally established with an approved secondary dwelling unit permit and in continued existence shall be deemed a legal, conforming dwelling unit. Secondary dwelling units established by any such permit shall continue to comply with all zoning requirements for secondary dwelling units in effect at the time of permit approval.
7. Premises identification. Any assigned street address number for the accessory dwelling unit shall be plainly visible and legible from the street fronting the property as required by the applicable building code.
8. Expiration. Accessory dwelling unit permits issued in compliance with this section shall expire and become null and void 18 months after issuance unless a certificate of occupancy has been issued by the building division.
9. Reporting of violations. All reporting of accessory dwelling unit permit or secondary dwelling unit permit violations shall be submitted in writing to the director, or his/her designee, and the director, or his/her designee, shall notify the owner of record of the property that a complaint has been registered, within ten calendar days from receipt of any such complaint. The director, or his/her designee, shall investigate and issue a written report to the complainant within thirty days from the date of the issuance of the notice outlining the status of any alleged violation and the steps that have been requested of the owner of record to remedy the situation.
10. Violations considered an infraction. Violations of this section shall be punished as infractions or by administrative citation, in the discretion of the director, or his/her

designee, and shall be subject to the provisions of Article XVIII "Enforcement and Review" as well as Chapter 2A "Administrative Citations"

11. Density. Pursuant to California Government Code Section 68552.2, no accessory dwelling unit approved under these provisions shall be considered in calculating the density of the lot allowed by the land use designation contained in the land use element of the Needles General Plan, and accessory dwelling units are deemed a residential use that is consistent with the existing general plan and zoning for the lot.
12. The property on which the accessory dwelling unit is located shall have deed restrictions recorded upon it as set forth below prior to issuance of a building permit for the unit. Said restrictions shall be reviewed and approved by the City Attorney and recorded with the San Bernardino County Recorder's Office.
 - a. The accessory dwelling unit shall not be sold separately from the primary residence, unless the ADU meets all the requirements listed in Government Code Section 65852.26.

(C) Junior Accessory Dwelling Unit (JADU). This section provides for the establishment and reasonable regulation of junior accessory dwelling units to encourage housing opportunities for all segments of the population while ensuring the public health, safety, and welfare.

1. Zoning permit required. No junior accessory dwelling unit shall be established or used unless a junior accessory dwelling unit permit has been issued by the City.
2. Application and fee. Application for a junior accessory dwelling unit permit shall be accompanied by the appropriate filing fee. Junior accessory dwelling units are exempt from impact fees.
3. Director of the Development Services, or his/her designee, as review authority. Applications for junior accessory dwelling unit shall be acted upon by Development Services, or his/her designee, without discretionary review or a public hearing. Said action shall occur no more than 60 days following submission of a complete application. If Development Services has not acted upon the completed application within 60 days, the application shall be deemed approved.
4. Building permits. A building permit and a certificate of occupancy shall be required in conjunction with the installation of a junior accessory dwelling unit. Any repair, rehabilitation, or other work associated with the installation of the junior accessory dwelling unit shall also obtain building permits where required by law.
5. Premises identification. Any assigned street address number for the junior accessory dwelling unit shall be plainly visible and legible from the street fronting the property as required by the applicable building code.
6. Expiration. Junior accessory dwelling unit permits issued in compliance with this section shall expire and become null and void 18 months after issuance unless a certificate of occupancy has been issued by the building division.
7. Reporting of violations. All reporting of junior accessory dwelling unit violations shall be submitted in writing to the director, or his/her designee. The director, or his/her designee, shall notify the owner of record of the property that a complaint has been registered within ten calendar days from receipt of any such complaint. The director, or his/her

designee, shall investigate and issue a written report to the complainant within thirty days from the date of the issuance of the notice outlining the current status of any alleged violation and the steps that have been requested of the owner of record to remedy the situation.

8. Violations considered an infraction. Violations of this section shall be punished as infractions or by administrative citation, in the discretion of the director, or his/her designee, and shall be subject to the provisions of Municipal Code Article XVIII "Enforcement and Review" and Chapter 2A "Administrative Citations"

(D) Manufactured Homes and Tiny Homes. Manufactured homes and tiny homes are subject to all of the following provisions:

1. Shall be a self-contained unit that complies with all State of California requirements, is constructed in compliance with American National Standards Institute (ANSI) 119.5 standard as certified by an accredited qualified third-party inspector.
2. Shall adhere to all setback, height, and floor area limitations pursuant to Section 96.08(H).
3. Shall be secured to a permanent foundation.
4. Shall have at least 100 square feet of enclosed space.
5. Shall be directly connected to an approved water source, an onsite wastewater treatment system or sanitary sewer system, and electric utilities. Holding tanks that are incorporated into the original design of the structure shall not be used for the purposes of waste storage and shall be directly connected to the approved onsite wastewater treatment system or sanitary sewer.
6. Mechanical equipment shall be incorporated into the original design of the structure and shall not be located on the roof or added on to the exterior of the unit, except for HVAC units.
7. Shall have the following design elements to maintain the character of the residential neighborhood:
 - a. Shall not include corrugated aluminum or fiberglass siding and shall not be a shipping container or cargo container.
 - b. Shall use cladding and trim materials on the exterior of movable tiny homes for residential appearance and to provide adequate thermal insulation and weather resistance. Materials may include, but are not limited to, single piece composite, vinyl siding, laminates, or interlocked sheathing.
 - c. Windows shall be at least double pane glass and labeled for building use and shall include exterior trim.
8. Application and fee. Application for an accessory dwelling unit (manufactured home or tiny home) permit shall be accompanied by the appropriate fee(s).
9. Impact Fees. Accessory dwelling units built on a lot with an existing primary dwelling unit are exempt from impact fees. Accessory dwelling units added in conjunction with a new primary dwelling unit are subject to the following:
 - a. For accessory dwelling units less than 750 square feet, no impact fees apply.
 - b. For accessory dwelling units 750 square feet and larger, the impact fee is proportional relative to the square footage of the primary dwelling unit.

10. Director of the Development Services, or his/her designated replacement, as review authority. Applications for accessory dwelling units shall be acted upon by Development Services, or his/her designee, ministerially without discretionary review or a public hearing, within 60 days following submission of complete application, if the proposed site has an existing dwelling unit, otherwise a zoning permit application and fees for a site plan review are required. If Development Services has not acted upon the completed application within 60 days, the application shall be deemed approved.
11. Grant of accessory dwelling unit permit. In order to grant an accessory dwelling unit permit for an accessory dwelling unit (manufactured home/tiny home) the director, or his/her designee, shall find that the accessory dwelling unit would comply with all of the standards set forth in Section 96.08(H) for such accessory dwelling units.
12. A temporary certificate of occupancy for an accessory dwelling unit may be issued before the certificate of occupancy is issued for the primary residence, with the following conditions: 1) Within 18 months of receiving the temporary certificate of occupancy, a building permit will be in place for the primary dwelling unit and construction completed within 24 months of issuance of building permit; 2) A bond to be in place at the time the temporary Certificate of Occupancy is issued in an amount covering the cost of demolition and removal of the ADU if the primary dwelling unit is not completed within 24 months. Once both units are completed, permanent Certificate of Occupancy will be issued for both units.
13. Building permits. A building permit shall be required in conjunction with the issuance of an accessory dwelling unit permit if repair, rehabilitation, or other work otherwise requiring a building permit is necessary.
14. Approved secondary dwelling units still valid. Any secondary dwelling unit legally established with an approved secondary dwelling unit permit between July 1, 2003 and December 31, 2020 and in continued existence shall be deemed a legal, conforming dwelling unit. Secondary dwelling units established by any such permit shall continue to comply with all zoning requirements for secondary dwelling units in effect at the time of permit approval.
15. Premises identification. Any assigned street address number for the accessory dwelling unit shall be plainly visible and legible from the street fronting the property as required by the applicable building code.
16. Expiration. Accessory dwelling unit permits issued in compliance with this section shall expire and become null and void 18 months after issuance unless a certificate of occupancy has been issued by the building division.
17. Revocation. Upon written notice to the holder of an accessory dwelling unit permit or a secondary dwelling unit permit, and a hearing before the director, or his/her designee, the director may revoke or modify any accessory dwelling unit permit or secondary dwelling unit permit on any one or more of the following grounds:
 - a. That the approval was based on false information submitted by the applicant;
 - b. That the use for which such approval was granted has ceased to exist or has been suspended for one year or more;

- c. That the permit granted is being or recently has been exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law or regulation.
 - d. For other good cause.
18. Reporting of violations. All reporting of accessory dwelling unit permit or secondary dwelling unit permit violations shall be submitted in writing to the director, or his/her designee, and the director, or his/her designee, shall notify the owner of record of the property that a complaint has been registered, within ten calendar days from receipt of any such complaint. The director, or his/her designee, shall investigate and issue a written report to the complainant within thirty days from the date of the issuance of the notice outlining the status of any alleged violation and the steps that have been requested of the owner of record to remedy the situation.
19. Violations considered an infraction. Violations of this section shall be punished as infractions or by administrative citation, in the discretion of the director, or his/her designee, and shall be subject to the provisions of Article XVIII "Enforcement and Review" as well as Chapter 2A "Administrative Citations"
20. Density. Pursuant to California Government Code Section 68552.2, no accessory dwelling unit approved under these provisions shall be considered in calculating the density of the lot allowed by the land use designation contained in the land use element of the Needles General Plan, and accessory dwelling units are deemed a residential use that is consistent with the existing general plan and zoning for the lot.
- (E) Standards for Accessory Dwelling Units Created Through Construction of or Additions to an Accessory Structure or by Construction of or Additions to an Existing or Proposed Dwelling (construction of new square footage)
- 1. 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, C1, and C2.
 - 2. On lots zoned for single family residential use, one ADU is allowed per primary dwelling unit. On lots zoned for multi-family residential use, a maximum of two ADUs detached from the multifamily structure are permitted.
 - 3. 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.
 - 4. 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.
 - 5. 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.
 - 6. 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.

7. **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.
8. **Height.** A detached Accessory Dwelling Unit shall not exceed 16 feet in height.
9. **Passageway.** No Passageway shall be required in conjunction with the construction of an Accessory Dwelling Unit.
10. **Setback Exceptions.** A detached Accessory Dwelling Unit must have a minimum set back of five 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 four(4) feet 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.
11. **Parking.** The application shall comply with parking provisions of Needles' Municipal Code Section 111, including parking setback limitations, except as set forth below:
 - 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).
 - b. Required parking for the Accessory Dwelling Unit may be uncovered.
 - 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.
 - 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,
 - e. Subsections A through D of this Standard 11 shall not apply to a unit described in subsection 11F below.
 - f. On-site parking is not required for an Accessory Dwelling Unit in any of the following circumstances:
 - (1) The unit is located within one-half mile of Public Transit.
 - (2) The unit is part of the existing Primary Unit or an existing Accessory Building.
 - (3) When on-street parking permits are required but not offered to the occupant of the unit.
 - (4) When there is a car share vehicle located within one block of the unit.
12. **Feasibility Inspection.** Unless the project constitutes new construction, a building inspection shall be performed by the City's Building Division 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 Director, or his/her designee, of Development Services prior to approval of an Accessory Dwelling Unit permit.

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.
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.
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.
16. For ADUs permitted on or after January 1, 2025, owner-occupancy of one of the dwelling units on the parcel (either the primary residence or the accessory dwelling unit) is required. This requirement does not apply to ADUs permitted between January 1, 2021 and December 31, 2024.

(F) Standards for Accessory Dwelling Units Created Exclusively through Conversion of Existing Floorspace in a Single-Family Dwelling, Multifamily Structure, or an Accessory Structure (no construction of new square footage)

1. The unit shall be located in one of the following residential zones: R-1, R-2, R-3, CRR, C1, and C2.
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.
3. The unit shall provide independent exterior access from the Primary Unit.
4. The unit has sufficient setbacks to meet fire safety requirements.
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.
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.
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 Director, or his/her designee, of Community Development, prior to approval of a permit.
8. For ADUs permitted on or after January 1, 2025, owner-occupancy of one of the dwelling units on the parcel (either the primary residence or the accessory dwelling unit) is required. This requirement does not apply to ADUs permitted between January 1, 2021 and December 31, 2024.

(G) Standards for Junior Accessory Dwelling Units

1. The proposed junior accessory dwelling unit would be located in a residential zone, including the R-1, R2, R-3 and CRR zones.
2. One junior accessory dwelling unit is permitted on a single family lot.
3. Owner occupancy of one of the dwelling units on the site (either the primary residence or the junior accessory dwelling unit) is required, unless the owner is a governmental agency, a land trust, or a housing organization. For purposes of this standard, ownership is defined as a majority (i.e., fifty-one percent or greater) interest in the property in question. Property owned in joint tenancy shall be considered a single ownership for any party named. Property owned in tenancy in common shall be considered a single ownership for the party named, unless shares are specified, in which case ownership requires a majority interest.
4. The junior accessory dwelling unit would be in conformance with the current building codes adopted by the City. A memo prepared following inspection of the premises by the Needles Building Division, documenting the feasibility of the project to meet current building codes, shall be provided to the Director, or his/her designee, of Community Development prior to approval of a junior accessory dwelling unit permit.
5. The junior accessory dwelling unit would be created within the existing walls of a single-family dwelling.
6. The junior accessory dwelling unit would have a separate exterior entry from that of the primary residence. An interior entry may also be included.
7. The junior accessory dwelling unit shall include an efficiency kitchen, requiring and limited to the following components:
 - a. A sink with a maximum waste line diameter of one-and-a-half (1.5) inches.
 - b. A cooking facility with appliances that do not require electrical service greater than one hundred-twenty (120) volts. Gas appliances are not permitted.
 - c. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
8. The junior accessory dwelling unit would be located on a lot where the primary residence complies with current parking standards for its zone.
9. Adequate sanitation (bathroom) facilities are provided, either a) separately for the exclusive use of the junior accessory dwelling unit; or b) shared with the primary residence through internal access from the junior accessory dwelling unit to the primary residence.
10. The junior accessory dwelling unit shall comply with applicable requirements of the fire protection district serving the lot, subject to the provisions of Government Code Section 65852.22(d) or successor sections thereto.
11. The junior accessory dwelling unit shall comply with applicable requirements of the public water agency serving the lot, subject to the provisions of Government Code Section 65852.22(e) or successor sections thereto.
12. The junior accessory dwelling unit may be rented but shall not be rented for less than thirty (30) consecutive days.

13. The property on which the junior accessory dwelling unit is located shall have deed restrictions recorded upon it as set forth below prior to issuance of a building permit for the unit. Said restrictions shall be reviewed and approved by the City Attorney and recorded with the San Bernardino County Recorder's Office.

- a. The junior accessory dwelling unit shall not be sold separately from the primary residence, unless the JADU meets all the requirements listed in Government Code Section 65852.26, and shall not be rented for less than thirty (30) consecutive days.
- b. The junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area, shall not be smaller than allowed by applicable building regulations, and shall be entirely contained within an existing single-family structure.
- c. The junior accessory dwelling unit shall be considered legal only so long as it or the single-family dwelling in which it is located is owner-occupied, unless the owner is a governmental agency, a land trust or a housing organization. Ownership is defined as a majority (i.e., fifty-one percent or greater) interest in the property in question. Property owned in joint tenancy shall be considered a single ownership for any party named. Property owned in tenancy in common shall be considered a single ownership for the party named, unless shares are specified, in which case ownership requires a majority interest.
- d. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with any provisions of Needles Municipal Code Section 96.08 "C" and "G" may result in legal action against the property owner, including revocation of any right to maintain a junior accessory dwelling unit on the property.

(H) Standards for Manufactured Homes and Tiny Homes.

1. 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.
2. On lots zoned for single family residential use, one ADU is allowed per primary dwelling unit. On lots zoned for multi-family residential use, a maximum of two ADUs are permitted.
3. 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.
4. Location on lot. The Accessory Dwelling Unit shall be detached from the existing dwelling and located on the same lot as the existing dwelling. and shall be separated from the Primary Unit and any Detached Accessory Building a minimum of three feet.
5. 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.
6. 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.

7. Size. The total area of floorspace for the Detached Accessory Dwelling Unit shall not exceed 1,200 square feet.
8. Height. A detached Accessory Dwelling Unit shall not exceed 15 feet in height.
9. Passageway. No Passageway shall be required in conjunction with the construction of an Accessory Dwelling Unit.
10. Setback Exceptions. A detached Accessory Dwelling Unit must have a minimum set back of five 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 five (5) feet 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.
11. Parking. The application shall comply with parking provisions of Needles' Municipal Code Section 111, including parking setback limitations, except as set forth below:
 - 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).
 - b. Required parking for the Accessory Dwelling Unit may be uncovered.
 - 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 (thoughts), 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.
 - 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 (thoughts),
 - e. Subsections A through D of this Section 96.08(H)(11) shall not apply to a unit described in subsection 11f below.
 - f. On-site parking is not required for an Accessory Dwelling Unit in any of the following circumstances:
 - (1) The unit is located within one-half mile of Public Transit.
 - (2) The unit is part of the existing Primary Unit or an existing Accessory Building.
 - (3) When on-street parking permits are required but not offered to the occupant of the unit.
 - (4) When there is a car share vehicle located within one block of the unit.
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 Director, or his/her designee, of Development Services prior to approval of an Accessory Dwelling Unit permit.
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.

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.
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.
16. For ADUs permitted on or after January 1, 2025, owner-occupancy of one of the dwelling units on the parcel (either the primary residence or the accessory dwelling unit) is required. This requirement does not apply to ADUs permitted between January 1, 2021 and December 31, 2024.



City of Needles, California Request for Council Action

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

Meeting Date: August 9, 2022

Title: Authorize the purchase of reconditioned transformers size 25 KVA to 750KVA pole and pad mounted, single and three phase not to exceed \$120,000 from T&R Electric

Background: Over the past two years the cost of materials and equipment has increased significantly. In addition, there is a market shortage causing longer than normal lead times on standard equipment. Below are cost comparisons for new vs. reconditioned transformers. The NPUA has historically purchased reconditioned pole/pad, single/three phase transformers from 25 KVA to 750 KVA. The cost savings is almost half the price of a new transformer and lasts about the same time period.

Staff is seeking approval to order 19 reconditioned transformers for approximately \$120,000 (including tax and shipping). The sizes range from 25 KVA To 500 KVA transformers needed in the inventory. The current lead time is estimated from 50 to 80 weeks from order date.

		Border States				
Type		Size		Condition		Price
Single Phase	Pole Mount	37.5	KVA	New		\$ 6,150.00
Single Phase	Pole Mount	100	KVA	New		\$ 9,050.00
Single Phase	Pole Mount	50	KVA	New		\$ 10,175.00
Single Phase	Pole Mount	75	KVA	New		\$ 10,900.00
Three Phase	Pad Mount	300	KVA	New		\$ 34,050.00
Three Phase	Pad Mount	500	KVA	New		\$ 35,450.00
Three Phase	Pad Mount	750	KVA	New		\$ 43,900.00

		T&R Electric				
Type		Size		Condition		Price
Single Phase	Pole Mount	37.5	KVA	Reconditioned		\$ 1,482.00
Single Phase	Pole Mount	100	KVA	Reconditioned		\$ 3,080.00
Single Phase	Pole Mount	50	KVA	Reconditioned		\$ 4,165.00
Single Phase	Pole Mount	75	KVA	Reconditioned		\$ 4,775.00
Three Phase	Pad Mount	300	KVA	Reconditioned		\$ 13,346.00
Three Phase	Pad Mount	500	KVA	Reconditioned		\$ 15,564.00
Three Phase	Pad Mount	750	KVA	Reconditioned		\$ 18,655.00

Fiscal Impact: \$120,000 to be covered by the electric department operations and maintenance costs. The FY23 budget is \$458,880.

Am Sylvia Miledi

#4



City of Needles, California Request for Council Action

Recommended Action: Authorize the purchase of reconditioned transformers size 25 KVA to 750 KVA pole and pad mounted, single and three phase not to exceed \$120,000 from T&R Electric.

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: PM for RD

Date: 8/3/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4



City of Needles, California Request for Council Action

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

Meeting Date: August 9, 2022

Title: 2021 AB32 GHG Verification Report by WZI Inc.

Background: WZI Inc. completed the 2021 Greenhouse Gas (GHG) verification service for the City of Needles.

The California Air Resources Board requires a third-party verifier of the GHG. WZI Inc. reported "The City of Needles' 2021 emission data reports for Electric Power Entity (ARB AD 3047) are found to be **free of material misstatement and in conformance** with the Mandatory Reporting Requirement".

The City's annual metric ton of CO₂e is reported as;

Year	CO ₂ e
2021	22,313
2020	20,214
2019	16,556
2018	18,022
2017	11,311
2016	9,856

No allowances were purchased through the California Auction or on the private market for 2021. Unobligated free Allowances from the prior years will be used to meet triennial compliance obligation.

The city has 6,953 free allowances for 2021, unobligated allowances from the prior compliance period will be used however, allowances may need to be purchased to cover the compliance period ending 2022. Staff is working to determine how many allowances are needed for compliance if any.

Fiscal Impact: to be determined

Recommended Action: Accept the WZI Inc. AB32 Emission Verification Report 2021 Emissions

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: pm for RD

Date: 8/13/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5



July 11, 2022

Rainie Torrance
City of Needles
Assistant Utility Manager
Re: AB32 Greenhouse Gas Verification Statement

Dear Ms. Torrance:

After reviewing your transaction data, inventory plan, and supporting documents, WZI Inc. can offer a **Positive** verification statement on your AB32 reporting for calendar year 2021. We can state with reasonable assurance that your 2021 report is free of material misstatement and conforms to the requirements of the Mandatory Reporting Rule.

Richard B. Wilson

Lead Verifier

Mary Jane Wilson

Independent Reviewer

For assistance completing or submitting this report, contact ghgverify@arb.ca.gov.

Reporting Year: 2021 data reported in 2022

Verification Body Name: **WZI Inc.**

Name of Reporting Entity: **City of Needles** CARB ID Number: **3047**

1. This verification statement attests that the submitted data are (check one):

- ☒ Reasonably assured of being free of material misstatement
- ☐ NOT reasonably assured of being free of material misstatement

2. This verification statement attests that the submitted data are (check one):

- ☒ Reasonably assured of being in conformance with the regulation
- ☐ NOT reasonably assured of being in conformance with the regulation
- ☐ NOT reasonably assured of being in conformance with the regulation, including NOT in conformance with §95131(b)(9): failure to correct data errors discovered during data checks


3. As a result of the selections above, the final verification statement is (check one):

- ☒ Positive: Reasonably assured of no material misstatement and in conformance with the regulation
- ☐ Qualified Positive: Reasonably assured of no material misstatement, but not reasonably assured in conformance with the regulation
- ☐ Adverse: Not in conformance with §95131(b)(9) and/or not reasonably assured of no material misstatement


4. Provide the Qualifying Statement below (required for qualified positive or adverse statements).

PART V: SIGNATURE

☒ As the lead verifier for this verification, I certify under penalty of perjury under the laws of the State of California that the verification team has carried out all verification services as required by the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) (title 17, California Code of Regulations, §95100-95158).

Printed Name: Richard Wilson	Date: 7/11/2022
Signature Of Lead Verifier: 	

☒ As the independent reviewer, I certify under penalty of perjury under the laws of the State of California, that I have conducted an independent review of the verification services and findings on behalf of the verification body as required by the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) (title 17, California Code of Regulations, §95100-95158), and that the findings are true, accurate and complete.

Printed Name: Mary Jane Wilson	Date: 7/11/2022
Signature Of Independent Reviewer: 	



Verification Report:

City of Needles, 2021

Entity Overview

The City of Needles operates as an Electric Power Entity (EPE) under AB-32 mandatory GHG reporting. The City of Needles reports unspecified and specified electricity imports, and retail sales.

Verification Overview

GHG Verification for The City of Needles entity consisted of off-site data and record checks, a site visit at the WAPA offices in Phoenix, AZ, and correspondence with the client. WZI recalculated GHG emissions values to check against reported values and tested for any materiality issues. In addition, original source data e-tags and CAISO market downloads were checked against entered data to verify accurate data collection. Calculation methods were also checked for conformance. GHG inventory planning and activities were checked and evaluated for conformance to the AB-32 reporting regulation.

Verification Team

Lead Verifier-	Rich Wilson
Verifier-	Jesse Frederick
Internal Reviewer-	Mary Jane Wilson

Verification Activities

GHG Monitoring Plan:

-The entity's GHG inventory plan was obtained and checked for conformance. The plan thoroughly details required information and complies with the reporting regulation.

Unspecified Imports

-The entity reported unspecified imports from 19 generating facilities outside of California. The transactions are e-tagged. Transactions are managed on behalf of the City by Western Area Power Administration – Desert Southwest Region. The e-tags are compiled in an automated process by OATI. The entity requests a “Tags Sinking in Needles” report from OATI, which captures all e-tags delivered to the City. That data is then filtered to remove e-tags that are exempt from reporting. The removed tags include power originating in CA, and tags that are part of the DSWM Parker-Davis allocation sourced from Davis230. The DSWM tags are discussed under specified imports.

-Two sets of “metered” imports are also reported. These include the WALC Energy Imbalance Market transactions, and the Aggregated Energy Services group sharing transactions. These mechanisms are used to meet additional demand not covered by the tagged transactions. Meter reports from the City are used to calculate the transactions from these two sources, both of which originate outside of CA.

The verification team reviewed the complete OATI transaction data, and performed several additional data checks:

1. During the site visit, a query of the OATI data was re-run and sent to the verification team. The new data query matched the data used in the report exactly. During site visit, the GHG tags viewed in one calculation sheet did not total to the same MWh as the reporting workbook. This was determined to be an old version of the sheet that did not include attested tags. A new version was provided, which matched exactly.
2. A random sample of e-tags was requested, and the actual tags reviewed. Extra focus was put on tags that were excluded from the report, to ensure that they were correctly excluded. Tags matched reported data, and excluded tags all sourced in CA. No issues were discovered.
3. Annual meter reports were requested and reviewed. The verification team was able to check the accuracy of the calculations used to determine the WALC energy imbalance and the AES group share transactions.
4. Raw meter data was requested and reviewed to spot check the accuracy of the annual meter report. Physical meter totals matched the annual report values. No issues were discovered.

5. The verification team was made aware of a number of e-tags that were attested in 2021. This was determined to be due to errors made during tag generation that failed to include the City of Needles code as the POR in CA. The attested tags corrected the error and were determined to be accurate.
6. The verification team checked the e-tag data for transactions that were reported as unspecified imports. Tags were checked for appropriate source and sink codes, and were filtered by source and total MWh recalculated. Total CO2e was also recalculated. No issues were discovered.

Specified Imports

-The entity reported specified imports from the DSWM Parker-Davis allocation sourced from Davis230. The City of Needles Parker-Davis Project allocation is delivered across the California border by WAPA-DSW using the DSWM01 PSE code and is reported on the City of Needles GHG Report as a specified import imported on behalf of the City of Needles. These transactions are hydroelectric power and have a zero CO2e value.

The verification team reviewed the e-tag data, and performed these data checks:

1. E-tags were checked for DSWM01 PSE codes. All tags were DSWM01.
2. Tags were totaled and checked against reported values. No issues were discovered.

Retail Sales

-The entity reported retail sales as a retail utility provider. These sales are reported based on monthly totals of the utility retail meter readings. These transactions do contribute to the entity's CO2e total.

The verification team performed these data checks:

1. Monthly meter report was requested and reviewed. Total metered sales matched reported value exactly.

Material Misstatement Assessment

-To determine the error in reported data discrepancies, omissions, and misreporting events were quantified and used:

$$\sum \frac{[Discrepancies + Omissions + Misreporting]}{Total\ Reported\ Covered\ Emissions} = \frac{[0 + 0 + 0]}{22,313MT\ CO_2e} = 0$$

Verification Statement

After evaluating the facility's GHG inventory program, data, and reported values, WZI Inc. can issue a **POSITIVE** verification statement. It is our opinion that the entity's report contains no material misstatement, and conforms to the requirements of the AB-32 reporting regulation.

Attachments:

- Verification Plan
- Sampling Plan
- Risk Assessment
- Issues Log
- GHG Monitoring Plan Checklist
- Transactions data calculated by verification team w/ materiality testing



Verification Plan
City of Needles 2021 Report
(AB-104462)

**Verification of 2021
Greenhouse Gas Emissions Report**

WZI Inc.
1717 28th Street
Bakersfield, CA 93301
(661)326-1112

Contents

Executive Summary	3
Facility Overview	3
General Plan	3
Verification Team	3
Pre-Verification	3
Verification Activities	4
A. Desk review of Report	4
B. Kick-Off Meeting.....	4
C. Document Request.....	4
D. Off-Site Data Review	4
1. Create Sampling Plan.....	4
2. Data Completeness Check.....	5
3. Data/Calculation Conformance Check	5
4. Issues Log Review.....	5
5. Materiality/Conformity Analysis	5
E. Site Visit.....	5
F. Revisions (If Needed).....	6
G. Statement/Report Preparation	6
H. Internal Review.....	6
I. Final Statement/Report.....	6

Executive Summary

WZI was contracted to perform Greenhouse Gas verification services for the 2021 calendar year. Transactions Data are required to be fully verified by an accredited verification body.

Facility Overview

City of Needles is a power importer and retail provider in the state of California. Power transactions are managed on behalf of the City of Needles by the Western Area Power Authority.

The City of Needles reports transactions including specified and unspecified imports of hydroelectric and fossil-fuel generation, and retail sales.

General Plan

The WZI verification team will take steps to become familiar with the entity's trading operations in California. Transparency of data collection methods and how items are tracked will be scrutinized. Additionally, the team will scrutinize data collection methods, the personnel involved, and training methods in place that are meant to ensure precise data reporting. More details on information requested for verification to begin is detailed below in "Document Request."

Verification Team

Lead Verifier-	Rich Wilson
Verifier-	Jesse Frederick
Internal Reviewer-	Mary Jane Wilson
Staff Engineer-	Terry Potter

Pre-Verification

WZI completed the required Conflict-of-Interest Form-A, which yielded a result of a "Low Conflict-of-Interest". Form-A was submitted and was approved to begin verification.

Verification Activities

A. Desk review of Report

The first tool is the Greenhouse Gas Monitoring Plan which will be reviewed by WZI to understand the facility operation and the methods used to properly report data from both emissions and product. Additionally, WZI has developed a checklist to use while reviewing the Monitoring Plan to ensure all necessary information is complete pursuant to Sections 95105(c)(1) through 95105(c)(10) of the Mandatory Reporting Rule.

The 2018 summary report will be downloaded and reviewed for background and any broad issues.

B. Kick-Off Meeting

Kick-off meetings will be conducted through conference calls. This will consist of a discussion of what WZI is looking for in the data that is provided by Needles and WAPA agents and a general plan for how WZI will proceed in the verification process. The Greenhouse Gas Verification plan is the first source of information that serves as a basis for this discussion.

C. Document Request

A Document request will be sent to the operator after the kick-off meeting. The operator will be asked to provide the requested documents in a timely manner. For the 2020 verification, the following information will be requested:

1. Greenhouse Gas Monitoring Plan;
2. Specified Import data;
3. Unspecified Export e-tags;
4. "GHG Quantities with Pivot" spreadsheet for 2020; and
5. 2020 EPE Workbook.

D. Off-Site Data Review

The off-site data review will be conducted at the WZI offices, and will consist of the following:

1. Create Sampling Plan

The Verification team will prepare a sampling plan based on data and documentation received from the operator. The sampling plan's primary focus will be the specified imports.

2. Data Completeness Check

The team will verify that all required data was collected. This data includes all power transactions into, out of, and through CA. Once the data is obtained, the data will be scrutinized for inconsistencies and how the data was collected and tracked. The team will inspect any data transfers from one format or source to another, either manual or automatic, and ensure that data quality is maintained throughout. After the data collection and tracking methods are checked, the team will ensure that data was manipulated properly. This would include procedures such as conversion factors unique to the operation, unit conversion accuracy, or general calculations used to prepare data for reporting purposes. Finally, the team will ensure that the data submitted in the report corresponds to the data records tracked for this year.

3. Data/Calculation Conformance Check

The team will verify that the calculation methods selected by the operator conform to the reporting regulation. The team will run sample calculations to verify the accuracy of the operator's calculation methods. Any error in reporting will be noted, regardless of significance, into the issues log and an explanation will be provided in the final report if the cause of the error is known (i.e. rounding error). If, however, the numbers for reporting do not match it will be noted in the issues log and is subject to revision by the reporter.

4. Issues Log Review

The team will compile the issues log and determine the impact of any errors found. Each issue will be identified with the date of discovery; a detailed description of the issue found; the specific reference in the MRR related to the issue; the impact on reported data (non-conformance, misstatement, etc.) and, finally, the resolution of the issue after corrective action is taken by the reporter to satisfy the mandatory reporting rule.

5. Materiality/Conformity Analysis

The team will determine if any errors found would create a material misstatement or a non-conformance. This information will be noted in the issues log. In the case of missing data, the proper steps will be taken according to Section 95129 of the MRR. The team will prepare a draft statement.

E. Site Visit

A site visit will be conducted at the WAPA offices in Phoenix, AZ.

F. Revisions (If Needed)

If the report requires revision, the team will set the report status to “Revision Requested”. After any revisions are complete, the verification will resume at step D.

G. Statement/Report Preparation

Materials from the off-site data review will be compiled into a draft verification report. The complete team will meet to determine the initial verification statement.

H. Internal Review

The report, issues log, and data will be submitted to the internal reviewer for final QA check. Depending on the internal reviewer’s assessment, the verification team may need to return to the assessment for clarification. This may involve more information to be requested from the facility and/or a deeper review of portions the internal reviewer may flag as something that needs further scrutiny. Once the internal reviewer signs off on the report, the final statement can be prepared.

I. Final Statement/Report

Any errors found by the internal reviewer will be corrected. The final verification report will be prepared and submitted to the operator. After the operator has had sufficient time to review the report, the statement will be submitted to ARB via the reporting tool.

Sampling Plan: City of Needles 2021

Emissions Source Ranking

[illegible]

Risk Assessment: City of Needles 2021

Category	Description	Uncertainty/Risk Assessment	Follow-up
Data Acquisition Equipment	Meter data used to calculate EIM transactions and retail sales	Data uncertainty is moderate due to large volume of transactions.	Meter data was checked down to actual meter reports. E-tag data was re-queried and checked. No issues.
Data Sampling and Frequency	Unspecified import data is generated by direct query of OATI e-tags. Meter data is sampled monthly.	Data uncertainty is moderate due to large volume of transactions.	All e-tag data was re-queried and checked.
Data Processing and Tracking	Data is maintained by WAPA DSW personnel.	Data uncertainty is moderate due to large volume of transactions.	All e-tag data was re-queried and checked.
Emissions Calculations	Calculations are performed in the ONE workbook using ARB emissions factors for specified imports.	Low risk area.	N/A
Data Reporting	Data is reported in CAL e-GGRT in accordance with the MRR.	Low risk area.	N/A
Product Data	N/A	N/A	N/A
Management policies/practices	The entity maintains a compliant inventory plan and procedure.	Low risk area.	Plan was checked for conformance

Issues Log: City of Needles 2021

Issue	Date	Issue	Regulation Reference	Impact	Resolution
1	8-Jul	During site visit, the GHG tags viewed did not total to the same MWh as the reporting workbook	95111(a)(2) and 95102(a)	Possible Misstatement	The GHG spreadsheet viewed was determined to have been an older version that did not include the attested e-tags from July. The verification team was provided with a newer version. The tag data in the new version matched the reported MWh. Issue is resolved.
2	8-Jul	Retail sales data does not match reported values exactly	95111(c)1	Non-material misstatement	Retail meters in Needles are read by an on-foot physical meter reader, which can cause some error. The error does not impact data with a compliance obligation, and is a best-available method. The city is transitioning to electronic automated meter reading. Issue is resolved.
3					
4					
5					
6					
7					
8					

GHG Monitoring Plan Checklist: City of Needles 2021

	Requirement	Check	Notes
1	Information to allow the verification team to develop a general understanding of entity boundaries, operations, and electricity transactions	X	
2	Reference to management policies or practices applicable to reporting pursuant to section 95111	X	
3	List of key personnel involved in compiling data and preparing the emissions data report	X	
4	Training practices for personnel involved in reporting delivered electricity pursuant to section 95111 and responsible for data report certification, including documented training procedures	X	
5	Query of NERC e-Tag source data to determine the quantity of electricity (MWh) imported, exported, and wheeled for transactions in which they are the purchasing-selling entity on the last physical path segment that crosses the border of the state of California, access to review the raw e-Tag data, a tabulated summary, and query description	X	
6	Reference to other independent or internal data management systems and records, including written power contracts and associated verbal or electronic records, full or partial ownership, invoices, and settlements data used to document whether reported transactions are specified or unspecified and whether the requirements for adjustments to covered emissions pursuant to sections 95852(b)(1)(B), 95852(b)(4) and 95852(b)(5) of the cap-and-trade regulation are met, specifically how the entity determined that the electricity associated with the RECs claimed for the RPS adjustment was not directly delivered to California, if reporting an RPS adjustment	X	
7	Description of steps taken and calculations made to aggregate data into reporting categories required pursuant to section 95111	X	
8	Records of preventive and corrective actions taken to address verifier and ARB findings of past nonconformances and material misstatements	X	
9	Log of emissions data report modifications made after initial certification	X	
10	A written description of an internal audit program that includes emissions data report review and documents ongoing efforts to improve the GHG Inventory Program	X	

Final Verification Report Checklist

1	Verification report includes a detailed description of the reporting entity sources and boundaries §95131(c)(3)(A)(1)	X
2	Verification report includes a detailed comparison of the data checks §95131(c)(3)(A)(4)	X
3	Verification report includes log of issues §95131(c)(3)(A)(5)	X
4	Material misstatement was evaluated correctly for emissions data §95131(c)(3)(A)(7) §95131(b)(12)(A)	X
5	Conformance was evaluated correctly §95131(b)(10)	X
6	The issues log provides an independent and objective analysis of the non-conformances with sufficient detail to allow for resolution of identified discrepancies by the reporting entity §95102(a) §95131(b)(11)	X
7	The issues log indicates if issues were resolved §95131(b)(11)	X
8	The issues log identifies the regulatory section for each non-conformance §95131(b)(11)	X
9	The issues log includes information pertaining to whether each issue is a nonconformance or has a potential bearing on material misstatement §95131(b)(11)	X
10	The verification body documented the evaluation of product data §95131(b)(8)(E), §95131(c)(3)(A)(2)	N/A
11	Data checks focused on the largest and most uncertain product data §95131(b)(8). The verifier must conduct an in-depth review for covered products identified as the highest risk, including detailed data checks and review of data management systems.	N/A
12	The verification body correctly evaluated material misstatement and conformance for product data §95103(l), §95131(b)(12) (Total Product Data)	N/A
13	The sampling plan adequately describes the risk of misreporting associated with product data §95131(b)(7)	N/A

Power Transactions

SPECIFIED IMPORT		(MWH)	CO2e EF	CO2e		
Parker-Davis Hydro		24,420		0	0.00	
UNSPECIFIED IMPORT (LOA)						
BPAPower	603	0.428	263.25	603	0	
GILARIVER500	240	0.428	104.77	240	0	
GMS.MCA.REV	168	0.428	73.34	168	0	
GRIFFITH230	17,715	0.428	7733.66	17715	0	
IPP	2,695	0.428	1176.53	2695	0	
KERR	336	0.428	146.68	336	0	
LIBERTY230	32	0.428	13.97	32	0	
LRS	1,111	0.428	485.02	1111	0	
MEAD230	326	0.428	142.32	326	0	
MIDC	166	0.428	72.47	166	0	
PACE	962	0.428	419.97	962	0	
PALOVERDE500	8,327	0.428	3635.24	8327	0	
PSEI.SYSTEM	32	0.428	13.97	32	0	
SOUTHSYS	16	0.428	6.98	16	0	
SPRINGER345	16	0.428	6.98	16	0	
SPS	56	0.428	24.45	56	0	
SRPNETWORK	2,184	0.428	953.45	2184	0	
TOPOCK230	1,440	0.428	628.65	1440	0	
WAUE	56	0.428	24.45	56	0	
WALC BAA IMB	1,537	0.428	670.99	1537	0	
AES Sharing Group	13,093	0.428	5715.88	13093	0	
TL		1.02				
WZI Calculated CO2e covered	22313.02					
Operator Reported CO2e covered	22313.02					
Variation (Materiality test)	0.00%					
RETAIL SALES:						
WZI Verified Retail Sales	79,161.43	MWh				
Operator Reported Retail Sales	79,161.00	MWh				
Variation (Materiality test)	0.0005%	*rounding				

e-tag Sample April 2021

Not in GHG Tags

TAG_ID	TAG_INDEX	TAG_CODE	TRANSACT	START_TIME	STOP_TIME	PSE	GCA	LCA	SOURCE_C	SINK_CODE	COMPOSITE_STATE	GEN_MWH_TOTAL_FINAL	Time Adjusted
WALC_DSWM01DTDB806_WALC	36836412	DTDB806	Normal	3/31/2021 23:00	4/30/2021 23:00	DSWM01	WALC	WALC	DSWM01	Needles WALC	IMPLEMENTED	2475	
WALC_DSWM01DTDB808_WALC	36836421	DTDB808	Normal	3/31/2021 23:00	4/30/2021 21:00	DSWM01	WALC	WALC	DSWM01	Needles WALC	IMPLEMENTED	482	

Verified MWH	Verified Properly Excluded
2475	Yes
482	Yes

GHG Tags

TAG_ID	TAG_INDEX	TAG_CODE	TRANSACT	START_TIME	STOP_TIME	PSE	GCA	LCA	SOURCE_C	SINK_CODE	COMPOSITE_STATE	CREATOR	GEN_MWH	GEN_MWH_TOTAL_FINAL
GRIF_DSWM01DTDB802_WALC	36836237	DTDB802	Normal	3/31/2021 23:00	4/2/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	96	96
GRIF_DSWM01DTDB881_WALC	36842204	DTDB881	Normal	4/2/2021 23:00	4/5/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	144	144
GRIF_DSWM01DTDC069_WALC	36854528	DTDC069	Normal	4/5/2021 23:00	4/6/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	48	48
GRIF_DSWM01DTDC181_WALC	36859369	DTDC181	Normal	4/6/2021 23:00	4/7/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	48	48
GRIF_DSWM01DTDC263_WALC	36863354	DTDC263	Normal	4/7/2021 23:00	4/8/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDC269_WALC	36863401	DTDC269	Normal	4/8/2021 5:00	4/8/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDC359_WALC	36867850	DTDC359	Normal	4/8/2021 23:00	4/10/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	96	96
GRIF_DSWM01DTDC305_WALC	36873025	DTDC305	Normal	4/10/2021 23:00	4/12/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	96	96
GRIF_DSWM01DTDC687_WALC	36883430	DTDC687	Normal	4/12/2021 23:00	4/13/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDC685_WALC	36883389	DTDC685	Normal	4/13/2021 5:00	4/13/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDC760_WALC	36887467	DTDC760	Normal	4/13/2021 23:00	4/14/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDC758_WALC	36887457	DTDC758	Normal	4/14/2021 5:00	4/14/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDC855_WALC	36890994	DTDC855	Normal	4/14/2021 23:00	4/15/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDC849_WALC	36890926	DTDC849	Normal	4/15/2021 5:00	4/15/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDC975_WALC	36896072	DTDC975	Normal	4/15/2021 23:00	4/17/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD004_WALC	36896706	DTDD004	Normal	4/16/2021 5:00	4/17/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	64	64
GRIF_DSWM01DTDD101_WALC	36900116	DTDD101	Normal	4/17/2021 23:00	4/19/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	64	64
GRIF_DSWM01DTDD103_WALC	36900122	DTDD103	Normal	4/19/2021 5:00	4/19/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
WALC_DSWM01DTDD341_WALC	36910181	DTDD341	Normal	4/19/2021 23:00	4/20/2021 23:00	DSWM01	WALC	WALC	SOUTHPOI	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDD347_WALC	36910275	DTDD347	Normal	4/20/2021 5:00	4/20/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD417_WALC	36915002	DTDD417	Normal	4/20/2021 23:00	4/21/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDD423_WALC	36915052	DTDD423	Normal	4/21/2021 5:00	4/21/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD519_WALC	36919086	DTDD519	Normal	4/21/2021 23:00	4/22/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDD517_WALC	36919081	DTDD517	Normal	4/22/2021 5:00	4/22/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD638_WALC	36923746	DTDD638	Normal	4/22/2021 23:00	4/24/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD646_WALC	36924042	DTDD646	Normal	4/23/2021 5:00	4/24/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	64	64
GRIF_DSWM01DTDD683_WALC	36927966	DTDD683	Normal	4/24/2021 23:00	4/26/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	64	64
GRIF_DSWM01DTDD665_WALC	36927723	DTDD665	Normal	4/26/2021 5:00	4/26/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD789_WALC	36937046	DTDD789	Normal	4/26/2021 23:00	4/27/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDD827_WALC	36937641	DTDD827	Normal	4/27/2021 5:00	4/27/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD867_WALC	36941582	DTDD867	Normal	4/27/2021 23:00	4/28/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	16	16
GRIF_DSWM01DTDD880_WALC	36941776	DTDD880	Normal	4/28/2021 5:00	4/28/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD975_WALC	36947000	DTDD975	Normal	4/28/2021 23:00	4/30/2021 23:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	32	32
GRIF_DSWM01DTDD953_WALC	36945916	DTDD953	Normal	4/29/2021 5:00	4/30/2021 21:00	DSWM01	GRIF	WALC	Griffith	Needles WALC	IMPLEMENTED	R.Jones	64	64

Verified MWH	Verified Properly Included
96	Yes
144	Yes
48	Yes
48	Yes
16	Yes
32	Yes
96	Yes
96	Yes
16	Yes
32	Yes
16	Yes
32	Yes
32	Yes
16	Yes
32	Yes
16	Yes
32	Yes
32	Yes
16	Yes
32	Yes
16	Yes
32	Yes
16	Yes
32	Yes
64	Yes
64	Yes
32	Yes
16	Yes
32	Yes
16	Yes
32	Yes
32	Yes
16	Yes
32	Yes
32	Yes
64	Yes



City of Needles, California Council Information

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

Meeting Date: August 9, 2022

Title: California Public Utilities Commission (CPUC) audit of the Needles Public Utility Authority Electric Distribution System 2022.

Background: On March 8, 2022 the City was notified by the California Public Utilities Commission (CPUC) that the NPUA was being audited to ensure compliance with General Orders (GO) 95 rules for overhead electric line construction and, General Orders (GO) 128 rules for construction of underground electric supply and communication systems and General Orders 165 annual reports by utilities for the electric distribution.

On May 26, 2022, the CPUC staff conducted their in-field audit with Justin Scott, Electric Line Crew Supervisor. The CPUC last conducted this audit over 10 years ago.

The audit report was received on July 18, 2022 which identified approximately 64 poles that need high voltage signs, 11 poles that need ground molding installed, 3 poles have down guy wires that were loose and/or touching communication lines, 1 pole that had an abandoned transformer and 2 transformers that had damage to the external enclosure.

The NPUA must respond no later than August 18, 2022 that all corrective actions listed above have been taken. The cost to complete the audit findings are:

Materials		Quantity	Price	Total
	High Voltage Signs	64	\$ 1.55	\$ 99.20
	Ground Molding	11	\$ 2.75	\$ 30.25
Total Material Cost				\$ 129.45
Staff Time		Quantity	Price	Total
Installation of High Voltage Signs				
	<i>Apprentice Lineman</i>	16	\$ 112.44	\$ 1,799.04
	<i>Apprentice Lineman</i>	16	\$ 112.44	\$ 1,799.04
Installation of Ground Molding				
	<i>Apprentice Lineman</i>	4	\$ 112.44	\$ 449.76
	<i>Apprentice Lineman</i>	4	\$ 112.44	\$ 449.76
Down Guy Repairs/Removal and Replacement of Transformers				
	<i>Journeyman Lineman</i>	4	\$ 139.25	\$ 557.00
	<i>Apprentice Lineman</i>	4	\$ 112.44	\$ 449.76
Total Staff Costs				\$ 5,504.36
Total Cost				\$ 5,633.81

#6



City of Needles, California Council Information

Staff have the materials on site and have begun making the recommended corrective actions. It is estimated this will be completed by the end of July.

Fiscal Impact: \$5634 of unanticipated cost. Adequate funds exist in the Materials and Supplies line item of the 22-23 Annual Operating Budget and will be accomplished under the general expenditure authorization of the City/Utility Manager

Am Sylvia Miledi

Recommended Action: Information only

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Am FORD **Date:** 8/3/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 6

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



July 18, 2022

EA2022-973

Rainie Torrance
Assistant Utilities Manager
Needles Public Utilities Authority
817 Third Street, Needles, CA 92363

Subject: Audit of Needles Public Utilities Authority Electric Department

Ms. Torrance:

On behalf of the Electric Safety and Reliability Branch of the California Public Utilities Commission (CPUC), Kyle King and Joceline Pereira of my staff conducted an electric distribution audit of Needles Public Utilities Authority Electric Department from May 23, 2022, to May 27, 2022. The audit included a review of Needles Public Utilities Authority Electric Department records and field inspections of Needles Public Utilities Authority Electric Department electric facilities.

During the audit, my staff identified violations of one or more General Orders (GOs). A copy of the audit findings itemizing the violations is enclosed. Please advise me no later than August 18, 2022, by electronic or hard copy, of all corrective measures taken by Needles Public Utilities Authority Electric Department to remedy and prevent such violations.

If you have any questions concerning this audit, you can contact Kyle King at (213)-222-3260 or Kyle.King@cpuc.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads "Fadi Daye".

Fadi Daye, P.E.
Program and Project Supervisor
Electric Safety and Reliability Branch
Safety and Enforcement Division
California Public Utilities Commission

Enclosures: Audit Findings

Cc: Lee Palmer, Director, Safety and Enforcement Division, CPUC
Nika Kjensli, Program Manager, ESRB, SED, CPUC
Kyle King, Utilities Engineer, ESRB, SED, CPUC
Joceline Pereira, Utilities Engineer, ESRB, SED, CPUC

AUDIT FINDINGS

I. Records Review

During the audit, my staff reviewed the following records:

- Overhead and underground detailed inspections records.
- Completed and pending corrective action work orders.
- Safety hazard notifications.
- Preliminary Basic Work Plan
- Needles Public Utilities Authority Electric Department documented inspection program.
- Pole 1689N Transition
- Electric Distribution Maps
- Pole loading calculations

II. Field Inspections

My staff inspected the following structures during the field inspection portion of the audit:

	Structure No.	Structure Type	Location
1	4979N	Utility Pole	Needles
2	5292N	Utility Pole	Needles
3	3308N	Utility Pole	Needles
4	3309N	Utility Pole	Needles
5	3933N	Utility Pole	Needles
6	3932N	Utility Pole	Needles
7	3791N	Utility Pole	Needles
8	3754N	Utility Pole	Needles
9	4171N	Utility Pole	Needles
10	4168N	Utility Pole	Needles
11	1110N	Utility Pole	Needles
12	4163N	Utility Pole	Needles
13	1109N	Utility Pole	Needles
14	4087N	Utility Pole	Needles
15	4084N	Utility Pole	Needles
16	1356N	Utility Pole	Needles
17	3701N	Utility Pole	Needles
18	3702N	Utility Pole	Needles
19	3705N	Utility Pole	Needles
20	3709N	Utility Pole	Needles
21	1116N	Utility Pole	Needles
22	3708N	Utility Pole	Needles
23	3319N	Utility Pole	Needles
24	3745N	Utility Pole	Needles
25	3746N	Utility Pole	Needles
26	3104N	Utility Pole	Needles
27	3793N	Utility Pole	Needles
28	3772N	Utility Pole	Needles
29	1346N	Utility Pole	Needles
30	3386N	Utility Pole	Needles
31	3367N	Utility Pole	Needles
32	4640N	Utility Pole	Needles
33	1172N	Utility Pole	Needles
34	1060N	Utility Pole	Needles
35	5280N	Utility Pole	Needles
36	1686N	Utility Pole	Needles
37	2852N	Utility Pole	Needles

38	4040N	Utility Pole	Needles
	Structure No.	Structure Type	Location
39	1194N	Utility Pole	Needles
40	4528N	Utility Pole	Needles
41	4535N	Utility Pole	Needles
42	1195N	Utility Pole	Needles
43	1196N	Utility Pole	Needles
44	3514N	Utility Pole	Needles
45	3508N	Utility Pole	Needles
46	3510N	Utility Pole	Needles
47	3288N	Utility Pole	Needles
48	1192N	Utility Pole	Needles
49	3518N	Utility Pole	Needles
50	1579N	Utility Pole	Needles
51	3519N	Utility Pole	Needles
52	3286N	Utility Pole	Needles
53	4055N	Utility Pole	Needles
54	4082N	Utility Pole	Needles
55	4061N	Utility Pole	Needles
56	1193N	Utility Pole	Needles
57	2979N	Utility Pole	Needles
58	1191N	Utility Pole	Needles
59	1570N	Utility Pole	Needles
60	4616N	Utility Pole	Needles
61	4816N	Utility Pole	Needles
62	1381N	Utility Pole	Needles
63	4698N	Utility Pole	Needles
64	4697N	Utility Pole	Needles
65	4622N	Utility Pole	Needles
66	4651N	Utility Pole	Needles
67	4611N	Utility Pole	Needles
68	1375N	Utility Pole	Needles
69	4601N	Utility Pole	Needles
70	1382N	Utility Pole	Needles
71	4617N	Utility Pole	Needles
72	4621N	Utility Pole	Needles
73	4684N	Utility Pole	Needles
74	4619N	Utility Pole	Needles
75	4682N	Utility Pole	Needles
76	4659N	Utility Pole	Needles
77	1380N	Utility Pole	Needles

78	4614N	Utility Pole	Needles
	Structure No.	Structure Type	Location
79	4602N	Utility Pole	Needles
80	4515N	Utility Pole	Needles
81	1052N	Utility Pole	Needles
82	1053N	Utility Pole	Needles
83	1051N	Utility Pole	Needles
84	1050N	Utility Pole	Needles
85	1049N	Utility Pole	Needles
86	3908N	Utility Pole	Needles
87	3262N	Utility Pole	Needles
88	1904N	Utility Pole	Needles
89	1371N	Utility Pole	Needles
90	3919N	Utility Pole	Needles
91	3921N	Utility Pole	Needles
92	3937N	Utility Pole	Needles
93	1383N	Utility Pole	Needles
94	1376N	Utility Pole	Needles
95	3354N	Utility Pole	Needles
96	3338N	Utility Pole	Needles
97	4604N	Utility Pole	Needles
98	4554N	Utility Pole	Needles
99	4594N	Utility Pole	Needles
100	4608N	Utility Pole	Needles
101	4595N	Utility Pole	Needles
102	4606N	Utility Pole	Needles
103	4597N	Utility Pole	Needles
104	3349N	Utility Pole	Needles
105	4598N	Utility Pole	Needles
106	4668N	Utility Pole	Needles
107	4667N	Utility Pole	Needles
108	4637N	Utility Pole	Needles
109	4670N	Utility Pole	Needles
110	3343N	Utility Pole	Needles
111	4518N	Utility Pole	Needles
112	4519N	Utility Pole	Needles
113	4515N	Utility Pole	Needles
114	4612N	Utility Pole	Needles
115	4639N	Utility Pole	Needles
116	1620N	Utility Pole	Needles
117	1631N	Utility Pole	Needles

118	1528N	Utility Pole	Needles
	Structure No.	Structure Type	Location
119	4687	Pad-Mount Transformer	Needles
120	3748	Pad-Mount Transformer	Needles
121	3750	Pad-Mount Transformer	Needles
122	3749	Pad-Mount Transformer	Needles
123	4029	Pad-Mount Transformer	Needles
124	3862	Pad-Mount Transformer	Needles
125	4644	Pad-Mount Transformer	Needles
126	4571	Pad-Mount Transformer	Needles
127	4555	Pad-Mount Transformer	Needles
128	4570	Pad-Mount Transformer	Needles
129	4559	Pad-Mount Transformer	Needles
130	3869	Pad-Mount Transformer	Needles
131	4556	Pad-Mount Transformer	Needles
132	4558	Pad-Mount Transformer	Needles
133	7200	Pad-Mount Transformer	Needles
134	5003	Pad-Mount Transformer	Needles
135	4030	Pad-Mount Transformer	Needles
136	3864	Pad-Mount Transformer	Needles
137	3752	Pad-Mount Transformer	Needles
138	5129	Pad-Mount Transformer	Needles
139	5044	Pad-Mount Transformer	Needles
140	3341	Pad-Mount Transformer	Needles
141	5084	Pad-Mount Transformer	Needles
142	3742	Pad-Mount Transformer	Needles
143	4568	Pad-Mount Transformer	Needles
144	3745	Pad-Mount Transformer	Needles
145	4534	Pad-Mount Transformer	Needles
146	5081	Pad-Mount Transformer	Needles
147	S3739	Pad-Mount Switch	Needles
148	3720	Pad-Mount Transformer	Needles
149	4642	Pad-Mount Transformer	Needles
150	3680	Pad-Mount Transformer	Needles
151	3681	Pad-Mount Transformer	Needles
152	5077	Pad-Mount Transformer	Needles
153	5021	Pad-Mount Transformer	Needles
154	5050	Pad-Mount Transformer	Needles
155	5196	Pad-Mount Transformer	Needles
156	0624N	Utility Pole	Needles
157	4684N	Utility Pole	Needles

158	3708	Pad-Mount Transformer	Needles
	Structure No.	Structure Type	Location
159	3703	Pad-Mount Transformer	Needles

III. Field Inspection - Violations List

GO 95, Rule 51.6, Marking and Guarding, High Voltage Marking of Poles, states in part:

Poles which support line conductors of more than 750 volts shall be marked with high voltage signs. This marking shall consist of a single sign showing the words "HIGH VOLTAGE", or pair of signs showing the words "HIGH" and "VOLTAGE", not more than six (6) inches in height with letters not less than 3 inches in height. A pair of signs may be stacked to a height of no more than 12 inches. Such signs shall be of weather and corrosion-resisting material, solid or with letters cut out therefrom and clearly legible.

The high voltage signs supported on each of the following poles were either missing or damaged:

• 1116N	• 3745N	• 3746N	• 3104N	• 3772N	• 3386N
• 4979N	• 5292N	• 3308N	• 3309N	• 3933N	• 3791N
• 4171N	• 4163N	• 1109N	• 1356N	• 3701N	• 3709N
• 4640N	• 1172N	• 1060N	• 5280N	• 1686N	• 2852N
• 1194N	• 3514N	• 3510N	• 3288N	• 3518N	• 1579N
• 3286N	• 4082N	• 4061N	• 1193N	• 2979N	• 1191N
• 1381N	• 4698N	• 4697N	• 4622N	• 4651N	• 4611N
• 1375N	• 1382N	• 4617N	• 4682N	• 4659N	• 1380N
• 4614N	• 4602N	• 4515N	• 3354N	• 4594N	• 4608N
• 4595N	• 4606N	• 4598N	• 4668N	• 4637N	• 4670N
• 4518N	• 4515N	• 4612N			

GO 95, Rule 54.6-B, Ground Wires, states in part:

That portion of the ground wires attached on the face or back of wood crossarms or on the surface of wood poles and structures shall be covered by a suitable protective covering (see Rule 22.8).

The ground moulding on each of the following poles were damaged:

• 4979N	• 3791N	• 3701N	• 3745N	• 3772N	• 1375N
• 3386N	• 5280N	• 3518N	• 4082N	• 2979N	

GO 95, Rule 56.2, Overhead Guys, Anchor Guys and Span Wire Use, states in part:

Guys shall be attached to structures, as nearly as practicable, at the center of load. They shall be maintained taut and of such strength as to meet the safety factors of Rule 44.

The down guy wire supporting each of the following poles was loose:

- 5292N
- 3519N

GO 95, Rule 31.6, Abandoned Lines, states in part:

Lines or portions of lines permanently abandoned shall be removed by their owners so that such lines shall not become a public nuisance or a hazard to life or property. For the purposes of this rule, lines that are permanently abandoned shall be defined as those lines that are determined by their owner to have no foreseeable future use

Pole 4061N supported a transformer that had an abandoned conductor and was not properly removed.

GO 95, Rule 38, Table 2, Column C, Case 19 requires the radial separation between down guy wires and communications conductors to be 3 inches.

A down guy wire attached to Pole 4601N was touching a communications conductor.

GO 128, Rule 17.1, Design Construction and Maintenance, states in part:

Electrical supply and communication systems shall be designed, constructed, and maintained for their intended use, regard being given to the conditions under which they are to be operated, to enable the furnishing of safe, proper, and adequate service.

Padmounted transformers 4568 and 5129 had damaged external enclosures, which appears to have resulted from a vehicle striking the enclosures.



City of Needles, California Request for Council Action

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

Meeting Date: August 9, 2022

Title: Authorize a pilot Turf Removal Program not to exceed \$16,000 for FY22/23 utilizing the Public Education funds from the Water department

Background: In following the Governor's "Making Water Conservation a California Way of Life" goal, the NPUA implemented the following pilot toilet rebate program in 2017.

*Rebates available to customers to replace old inefficient toilets with WaterSense labeled water efficient toilets. **Rebate a maximum \$100.00 per toilet installation.** Total of 80 applications can be received during the pilot project. Rebate will be provided by a manual accounts payable check. Maximum rebate allowed per residential account is \$200.00, and \$400.00 for commercial accounts.*

Since the implementation of the pilot project over 200 applications were approved and a total year to date amount of funds spent were \$23,905.79.

Year	Rebates
2022	\$ 796.06
2021	\$ 900.00
2020	\$ 2,093.72
2019	\$ 8,564.96
2018	\$ 8,790.79
2017	\$ 2,760.26
	\$ 23,905.79

The average toilet replaced utilized 3.5 -4.5 gallons per flush. The high efficiency toilets can save 6-35 gallons per day per resident.

The toilet pilot program has decreased significantly since 2018. To increase water savings staff is recommending implementing a pilot turn removal program to increase and promote water conservation. The Turf Removal Program rebate program requires the removal of existing turf and replacement with permeable hardscapes, drought resilient vegetation, wood mulch covering, installation of high-efficiency sprinkler heads and/or drip irrigation. The maximum is \$2,000 for Single-Family Multi-Family (equivalent to 1,000 square feet of lawn removed). Customers may remove turf area than is covered by the rebate program, but the per site maximum/minimum \$ still applies.

Fiscal Impact: The total budget for FY2022-23 is \$16,667.00. The estimated budget for the turf pilot project will not exceed the budgeted funds.

SM Sylvia Miledi

Environmental Impact: Outdoor irrigation accounts for 25-30% of a residential water bill.

7



City of Needles, California Request for Council Action

Recommended Action: Authorize a pilot Turf Removal Program not to exceed \$16,000 for FY22/23 utilizing the Public Education funds from the Water department

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: PM for RD

Date: 8/3/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 7



Turf Removal Pilot Program 2022

In an effort to increase the City's resilience regarding drought and climate change, reduce the demand for municipal water use. The Needles Public Utility Authority (NPUA) demonstrates its duty to saving water and money by introducing a Turf Removal Program.

The Turf Removal Program rebate program requires the removal of existing turf and replacement with permeable hardscapes, a minimum number of California friendly plants, wood mulch covering, installation of high-efficiency sprinkler heads and/or drip irrigation.

\$2.00 per square foot to replace eligible lawn areas up to 1,000 square feet with low-water-use, climate-appropriate plants and permeable hardscape (pavers or other materials that allow water to pass-through to the soil). Examples include pavers, crushed granite, decorative stones, mulch, metal landscaping art and more. Leak-free, drip irrigation if used in the converted area, must be low volume drip, micro-spray or bubbler and be free of malfunctions. Once installed, the irrigation system must not create runoff, overspray, or misting. The following per site maximum/minimum rebate amounts apply:

If you have already removed your turf, your project is not eligible for this program. Additionally, projects must not be started prior to the receipt and acknowledgement of this Program's Letter to Proceed.

Maximum:

\$2,000 for Single-Family Multi-Family (equivalent to 1,000 square feet of lawn removed). Customers may remove turf area than is covered by the rebate program, but the per site maximum/minimum \$ still applies.

Program Eligibility:

- Rebates are available for residents that receive their water from the NPUA.
- New construction does not qualify as the Turf Removal Program is aimed at encouraging retrofitting of existing landscapes
- Projects must be completed with 120 days of pre-approval. Extensions can be provided on a case-by-case basis, if requested. However, funds are limited, and an extension does not reserve or guarantee funds will be available when your project is completed.
- Non-qualifying materials include, but are not limited to the following: seed, sod, vegetable gardens, vineyards, high water use plants, lawn ornaments,



Turf Removal Pilot Program 2022

impervious surfaces, cement, decking, curbing, hot tubs, pools, building extensions, retaining walls, sheds, trellises, playground materials and fences.

- The converted area must remain in compliance with all Program conditions for a period of five (5) years. This includes the sustainability component and quantity of plants components. If this requirement is violated, you may be required to refund all or a portion of the rebate. This requirement to maintain Program conditions is not binding on successor/subsequent owners.

- Applicants are welcome to do the work themselves; however, applicant labor will not be eligible for reimbursement.

- Fees eligible for reimbursement:

- Dump Fees
- Delivery Fees
- Tool Rentals
- Landscape Design Plans
- Plant materials
- Mulch, gravel, DG, and more
- Irrigation materials
- Other as applicable (must receive approval)

- Rebate amount will not exceed eligible program costs. **Invoices and/or receipts are used to calculate your final rebate and must be provided.**

- Invoices cannot be handwritten.
- Invoices must include proof of payment (signature from contractor attesting that the full amount has been paid, or the submittal of credit card statements/canceled checks).
- Receipts for materials must be legible.
- Once all receipts are received and approved a check will be proceeded within 30 days from the City of Needles and mailed to the applicant address.

- We encourage working with a C-27 License Landscaping Contractor whenever possible

- NPUA, your retail water agency and/or their representative will review photos of your landscape prior to, and after being renovated. NPUA has the right to use those photos for reproduction or promotional purposes.



Turf Removal Pilot Program 2022

ALERT: To retain your rebate eligibility, DO NOT INSTALL HIGH-WATER USE PLANTS in your converted landscape. Only low- or moderate-water-use species are acceptable.

High-water-use plant species are those listed as needing "Regular Water" or "Ample Water" in the Sunset Western Garden Book and those classified as High (H) water use on the WUCOLS (Water Use Classification of Landscape Species) website. See WRASBC Fact Sheet "Low-Water/ Drought Resistant Plant List and Resources."



Turf Removal Pilot Program 2022

TERMS AND CONDITIONS

1. General

- A. Grass Turf may not be reinstalled while you maintain ownership of the property within the five (5) year term. **If turf is reinstalled during that time, the entire rebate amount must be refunded.**
- B. An applicant may be required to refund the entire rebate, or a portion thereof, in the NPUA's sole discretion, if rebate program terms and requirements are violated. Notwithstanding the foregoing, this requirement is void upon transfer of ownership.

2. Program Eligibility Determination

- A. All determinations of program eligibility are at the sole discretion of the NPUA.
 - B. The NPUA may reject or limit applications at any time, for any reason. Only the property owner on record or the property owners may apply.
3. The applicant is solely responsible for complying with all laws, regulations, policies, conditions, covenants, and restriction that may apply and for all liabilities arising out of a conversion project. Applicants are encouraged to consult any applicable covenants, conditions, and restriction (CC&Rs) or neighborhood Homeowner's Association (HOA) regulations that may apply to an anticipated conversion project prior to requesting a pre-inspection with the NPUA. Applicants must also comply with all state and local laws relating to landscape maintenance. The quality, maintenance and appearance of the conversion are the exclusive responsibility of the applicant.



Turf Removal Pilot Program 2022

Turf Removal Program Rebate Application

Applicant Name: _____

Phone: _____ Email: _____

Address: _____ City: _____ Zip: _____

NPUA account number: _____

What is the best time to reach you M-F between 8:00 am – 4:30 pm? _____

What is the square footage of the area where the turf removal will take place? (Length x width) = _____ Sq. ft.

Agreement:

I, the undersigned, understand the Terms and Conditions of the Turf Removal Program. I have read, understand, and will comply with all Program requirements. I have independently selected materials, supplies and labor for the purpose of performing the installation. I agree that the NPUA and its participating member agencies may visit the premises to inspect existing conditions and to verify that the work has been performed in accordance with Program requirements and that neither the NPUA nor its participating member agencies make any determination with respect to whether materials and equipment are free of defects, the quality of workmanship, or the suitability of the premises or materials or equipment for the installation. I also understand that the installation of irrigation equipment and landscape materials may not result in a lower water bill. I agree to defend, indemnify, and hold harmless the NPUA and its member agencies, their directors, officers, agents and employees against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or resulting from participation in the Program, including without limitation the installation of irrigation equipment and landscape materials. I also agree to allow the NPUA to review water consumption records at the property where the turf conversion took place to quantify water savings from the program.

I have read, understand, and agree to the Terms and Conditions of this rebate program.

Signature: _____ Date: _____

*Use the reverse side of this form to state your proposed project, list your materials and include your proposed plant list and list other features such as pavers, redwood chips, crushed granite, etc. that may apply to your project.



City of Needles, California Council Information

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

Meeting Date: August 9, 2022

Title: NPUA Electric and Water Automatic Metering

Background: The City is pleased to announce that the Automatic Metering Infrastructure project is ready to begin starting September 6, 2022, with the rollout of electric meter. Water meters are scheduled to be changed starting in October 2022.

Enclosed is a flyer and map that will be in every bill notifying the public. In addition, an article will be placed in the Needles Desert Star.

Fiscal Impact: Information Only

Recommended Action: Information Only

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: AM for RD

Date: 8/3/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 8



August 1, 2022

Dear Customer,

RE: The Needles Public Utility Authority is changing all electric and water meters to automatic metering!

Smart meters are coming to all customers beginning in September!

A smart meter is a water or electric meter that can digitally send meter readings without the need to manually read each meter. They enable a secure, two-way communication between the meters and the NPUA's billing system.

Installation is scheduled to begin **September 6, 2022**. The NPUA anticipates that it will take approximately 3-4 months to complete the process. Once all smart meters are installed, the NPUA can begin the process of connecting them to the billing system. That phase of the process is also expected to take several months.

Once connected, what will this mean for you?

- No more manual meter reading, this will provide accurate and in real-time meter reads!
- No more estimated bills!
- You will also be able to use the information to monitor your water or electricity use and make more informed decisions on how you use energy and water.
- If there is a power outage, we will automatically be informed immediately, allowing us the NPUA to send repair crews faster and restore your power or water supply quicker.

Installation of your smart meter is easy

Wellington Energy, our certified contractor, will install your smart meter. All Wellington Energy vehicles are marked with a sign for easy identification. Wellington Energy employees also carry photo identification that verifies they are an authorized contractor for the NPUA.

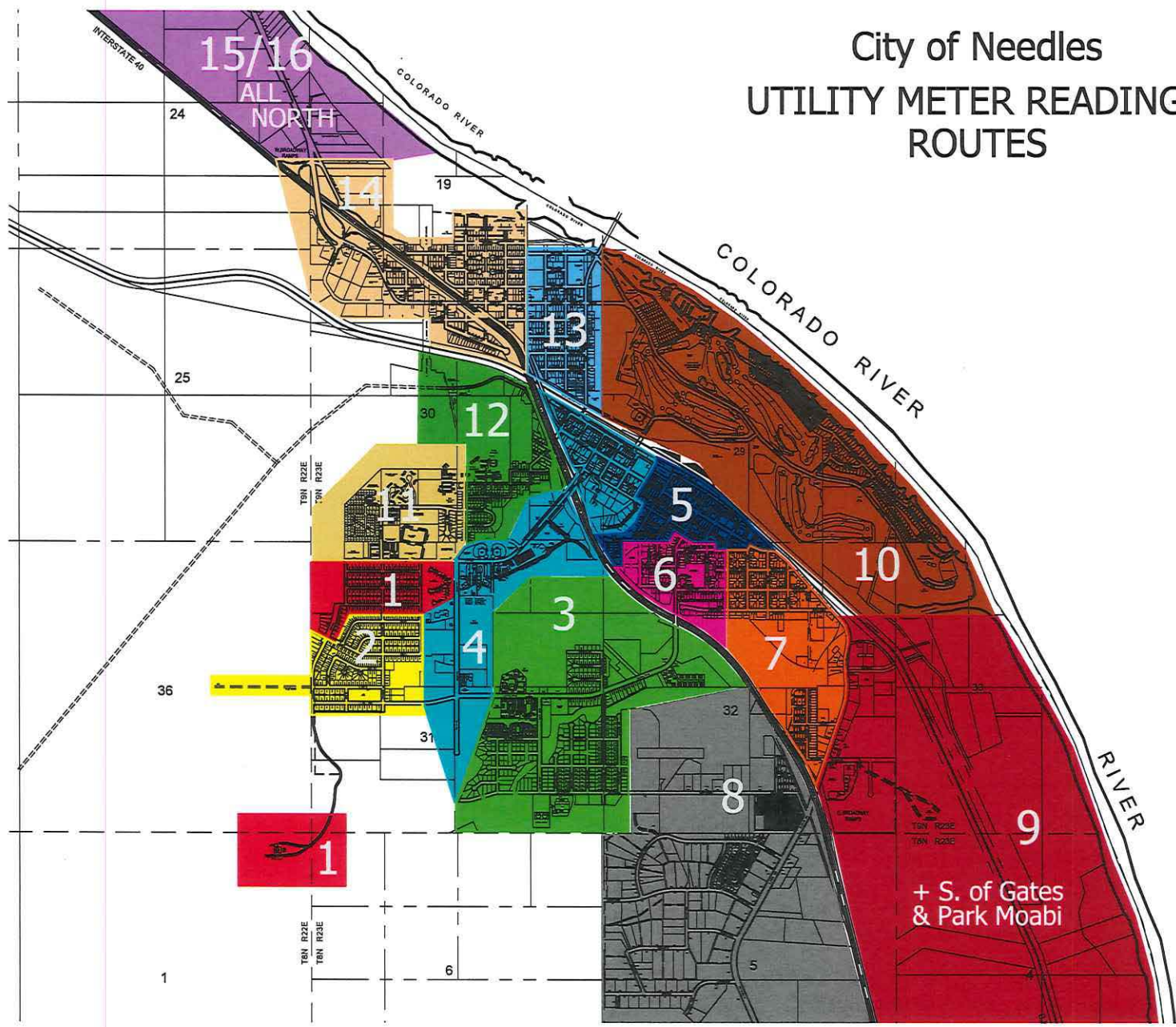
Exchanging your current meter with a smart meter takes very little time and even less effort from you. In fact, if your meter is readily accessible, you may not even need to be home when it occurs. On the day of the installation, an installer will come to your door to let you know they are installing your meter.

Unless your meter is located inside your premises, the installer will not need to enter your premises. If your meter is not exchanged a door hanger will be placed for you to contact the business office, please contact as soon as possible. Please keep in mind that the number of billing days on your bill may fluctuate during this transition.

If an installer cannot show you an identification card, or if you have a concern about that person's identity, please call Kim Mitchell at (760)326-5700 X119.

We appreciate your patience while we make this transition to automatic metering!

City of Needles UTILITY METER READING ROUTES



	INSTALL DATE
ROUTE 1	10-Oct
ROUTE 2	10-Oct
ROUTE 3	17-Oct
ROUTE 4	12-Sep
ROUTE 5	19-Sep
ROUTE 6	19-Sep
ROUTE 7	19-Sep
ROUTE 8	24-Oct
ROUTE 9	24-Oct
ROUTE 10	26-Sep
ROUTE 11	3-Oct
ROUTE 12	3-Oct
ROUTE 13	12-Sep
ROUTE 14	12-Sep
ROUTE 15	5-Sep
ROUTE 16	5-Sep

CONTRACTOR



City of Needles

16" X 16"



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: August 09, 2022

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through August 09, 2022.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: *F. ac*

Date: *8/2/22*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *9*

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 09, 2022**

		DEPT. AMT.	FUND AMT.	9-Aug	21-22 BUDGET
FUND 101	GENERAL FUND	\$ 21,865.83			
101.1015.412	CITY ATTORNEY	\$ -		\$ 69,726.75	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 215,673.00	\$205,293
101.1025.415	FINANCE DEPT.	\$ -		\$ 490,440.17	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 164,135.02	\$201,933
101.1035.416	PLANNING /ZONING	\$ 440.28		\$ 200,634.98	\$304,327
101.1040.417	ENGINEERING	\$ -		\$ 182,879.54	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 47,631.00	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 46,113.85	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 3,203,034.39	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 412.38		\$ 181,626.47	\$236,591
101.2025.424	BUILDING & SAFETY	\$ 920.00		\$ 445,760.23	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ 2,731.21		\$ 590,831.49	\$629,675
101.3010.431	PUBLIC WORKS	\$ 12,826.41		\$ 1,684,473.34	\$4,318,920
101.4730.472	SANITATION	\$ -		\$ 135,774.47	\$156,217
101.5770.452.	AQUATICS	\$ 7,139.43		\$ 148,902.79	\$180,845
101.5772.452	PARKS	\$ 9,759.11		\$ 504,564.64	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ 2,952.46		\$ 122,280.00	\$139,888
101.5774.452	RECREATION	\$ -		\$ 289,816.37	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 59,047.11		\$11,936,024
FUND 205	CDBG		\$ -	\$ 35,137.16	\$27,243
FUND 206	CEMETERY		\$ 7,643.15	\$ 185,066.69	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,327,529.04	\$1,434,077
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 135,756.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 47,867.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 227,475.86	\$283,431
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 5,187.50	\$18,832
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 65,849.01	\$3,965,400
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 68,485.32	\$80,500
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 171,600.50	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 3,577.94	\$300,000
FUND 501	NPUA		\$ -	\$ 2,625,714.89	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ 1,037.73	\$ 1,857,118.94	\$2,006,995
FUND 503	WASTEWATER DEPARTMENT		\$ 9,023.31	\$ 1,236,788.93	\$1,297,932
FUND 505	SANITATION		\$ -	\$ 1,418,201.22	\$1,419,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 887,036.65	\$1,014,815
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 2,592.64		\$ 631,002.47	\$724,775
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 3,432.43		\$ 349,740.17	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 6,025.07		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 314.67	\$ 306,749.53	\$395,926
FUND 509	MIS		\$ -	\$ 244,495.00	\$252,370
FUND 510	ADMIN. FACILITY		\$ 4,214.90	\$ 172,277.99	\$395,203
FUND 511	FLEET MANAGEMENT		\$ -	\$ 197,565.48	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 75,745.96	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 25,727.34	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 435,884.93	\$494,264
FUND 580	ELECTRIC		\$ 45,311.51	\$ 10,021,690.04	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 171,753.27	\$2,384,611
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 1,363,931.00	\$4,672,036
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 104,268.00	\$104,468
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 132,617.45	\$33,125,115.71	\$50,255,896

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

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

PREPARED 7/29/2022, 8:27:17

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 02/2023

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
16009	2367	00	ANCHOR SCIENTIFIC INC.	08/09/2022	395.01	.00
16010	454	00	BINGHAM EQUIPMENT COMPANY	08/09/2022	383.84	.00
16011	2646	00	BOARD OF EQUALIZATION	08/09/2022	6,720.00	.00
16012	3479	00	BBSW	08/09/2022	929.81	.00
16013	1	00	DANA LAYTON	08/09/2022	2,709.83	.00
16014	2487	00	DELL MARKETING L.P.	08/09/2022	2,731.21	.00
16015	3561	00	DIVISION OF THE STATE ARCHITECT	08/09/2022	12.00	.00
16016	1	00	GHADI ABOULHOSN	08/09/2022	5,000.00	.00
16017	4025	00	GOLF MAINTENANCE SOLUTIONS	08/09/2022	885.83	.00
16018	3912	00	GREEN PRO SOLUTIONS	08/09/2022	1,087.90	.00
16019	3445	00	HUMANE SOCIETY MOHAVE COUNTY	08/09/2022	689.00	.00
16020	61	00	KNORR SYSTEMS, INC.	08/09/2022	3,355.29	.00
16021	3998	00	MICHAEL BAKER INTERNATIONAL, INC	08/09/2022	1,112.50	.00
16022	218	00	NEWS WEST PUBLISHING CO.	08/09/2022	371.92	.00
16023	1786	00	NPUA	08/09/2022	VOID	
16024	1786	00	NPUA	08/09/2022	44,342.90	.00
16025	3315	00	ONLINE COLLECTIONS	08/09/2022	314.67	.00
16026	3796	00	ROUTE 66 BROADBAND LLC	08/09/2022	20.00	.00
16027	4039	00	SWCA ENVIRONMENTAL CONSULTANTS	08/09/2022	440.28	.00
16028	4044	00	TEREX USA, LLC	08/09/2022	15,443.30	.00
16029	3950	00	TKE ENGINEERING INC	08/09/2022	14,235.00	.00
16030	3917	00	TOUCHSTONE GOLF LLC	08/09/2022	2,084.81	.00
16031	2798	00	U.S. DEPARTMENT OF ENERGY	08/09/2022	16,003.59	.00
16032	3830	00	UNIFIRST CORPORATION	08/09/2022	45.65	.00
16033	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	08/09/2022	.61	.00
16034	3967	00	WILLDAN ENGINEERING	08/09/2022	5,002.50	.00
16035	3980	00	WZI INC	08/09/2022	3,300.00	.00
16036	1	00	3H INVESTMENTS, LLC	08/09/2022	5,000.00	.00
NUMBER OF CHECKS				28	GRAND TOTAL	132,617.45

PREPARED 07/29/2022, 8:33:21

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2
ACCOUNTING PERIOD 2023/02
REPORT NUMBER 46

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16024	1786	NPUA	009672		08/09/2022	502-4710-471.41-10	60.81	
			009673		08/09/2022	101-5774-452.41-10	2,087.78	
			009674		08/09/2022	101-5774-452.41-20	212.15	
			009675		08/09/2022	101-5774-452.41-30	155.96	
			009676		08/09/2022	101-5774-452.41-10	306.93	
			009677		08/09/2022	101-5774-452.41-20	169.64	
			009678		08/09/2022	101-5770-452.41-10	2,589.66	
			009679		08/09/2022	101-5770-452.41-20	1,116.50	
			009680		08/09/2022	101-5770-452.41-30	77.98	
			009701		08/09/2022	502-4710-471.41-10	45.29	
			009702		08/09/2022	101-5772-452.41-20	1,272.73	
			009703		08/09/2022	502-4710-471.41-10	821.57	
			009704		08/09/2022	101-5772-452.41-10	66.39	
			009705		08/09/2022	580-4750-473.41-11	2,677.51	
			009706		08/09/2022	502-4710-471.41-10	33.20	
			009707		08/09/2022	580-4750-473.41-11	32.39	
			009708		08/09/2022	580-4750-473.41-11	78.00	
			009709		08/09/2022	580-4750-473.41-11	95.12	
			009710		08/09/2022	507-5762-454.41-10	115.14	
			009711		08/09/2022	101-5772-452.41-20	936.20	
			009712		08/09/2022	101-5772-452.41-10	869.28	
			009713		08/09/2022	101-5772-452.41-20	1,030.36	
			009714		08/09/2022	101-5772-452.41-20	43.69	
			009715		08/09/2022	101-5772-452.41-10	1,085.55	
			009716		08/09/2022	101-5772-452.41-10	32.39	
			009717		08/09/2022	101-5772-452.41-10	231.28	
			009718		08/09/2022	101-5772-452.41-20	218.29	
			009719		08/09/2022	101-5772-452.41-20	43.69	
			009720		08/09/2022	101-5772-452.41-20	43.69	
			009721		08/09/2022	101-5772-452.41-10	58.80	
			009722		08/09/2022	101-5772-452.41-20	50.13	
			009723		08/09/2022	101-5772-452.41-10	58.68	
			009724		08/09/2022	101-5772-452.41-10	141.58	
			009725		08/09/2022	101-5772-452.41-10	197.85	
			009726		08/09/2022	502-4710-471.41-10	43.86	
			009727		08/09/2022	507-5762-454.41-10	277.84	
			009728		08/09/2022	502-4710-471.41-10	32.39	
			009729		08/09/2022	101-5772-452.41-10	47.91	
			009730		08/09/2022	101-5772-452.41-20	72.65	
			009731		08/09/2022	503-4720-475.41-10	7,842.22	
			009732		08/09/2022	503-4720-475.41-20	256.42	
			009733		08/09/2022	503-4720-475.41-10	251.58	
			009734		08/09/2022	503-4720-475.41-20	44.16	
			009735		08/09/2022	503-4720-475.41-10	32.39	
			009736		08/09/2022	503-4720-475.41-20	201.53	
			009737		08/09/2022	510-4410-405.41-10	1,716.08	
			009738		08/09/2022	510-4410-405.41-20	237.40	
			009739		08/09/2022	510-4410-405.41-30	2,261.42	
			009740		08/09/2022	206-5771-452.41-10	40.01	
			009741		08/09/2022	206-5771-452.41-20	7,141.32	

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PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 1
 ACCOUNTING PERIOD 2023/02
 REPORT NUMBER 46

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16009	2367	ANCHOR SCIENTIFIC INC.	009655		08/09/2022	503-4720-475.43-14	395.01 395.01 *	395.01 FY 22
16010	454	BINGHAM EQUIPMENT COMPANY	009656		08/09/2022	206-5771-452.43-18	383.84 383.84 *	383.84 FY 22
16011	2646	BOARD OF EQUALIZATION	PI0376	022117	08/09/2022	580-4750-473.63-41	6,720.00 6,720.00 *	6,720.00 FY 22
16012	3479	BRAUN BLAISING SMITH WYNN	009657		08/09/2022	580-4750-473.31-50	929.81 929.81 *	929.81 FY 22
16013	1	DANA LAYTON	009698		08/09/2022	101-0000-204.20-00	2,709.83 2,709.83 *	2,709.83 FY 22
16014	2487	DELL MARKETING L.P.	009658		08/09/2022	101-2030-423.61-02	2,731.21 2,731.21 *	2,731.21 FY 22
16015	3561	DIVISION OF THE STATE ARC	009659		08/09/2022	101-0000-321.04-00	12.00 12.00 *	12.00 FY 22
16016	1	GHADI ABOULHOSN	009699		08/09/2022	101-0000-204.20-00	5,000.00 5,000.00 *	5,000.00 FY 22
16017	4025	GOLF MAINTENANCE SOLUTION	009660		08/09/2022	507-5761-453.31-90	885.83 885.83 *	885.83 FY 22
16018	3912	GREEN PRO SOLUTIONS	009661		08/09/2022	101-3010-431.60-11	1,087.90 1,087.90 *	1,087.90 FY 22
16019	3445	HUMANE SOCIETY MOHAVE COU	000126		08/09/2022	101-0000-204.06-00	689.00 689.00 *	689.00 FY 22
16020	61	KNORR SYSTEMS, INC.	009662		08/09/2022	101-5770-452.60-32	3,355.29 3,355.29 *	3,355.29 FY 22
16021	3998	MICHAEL BAKER INTERNATIONAL	009663 009664		08/09/2022 08/09/2022	101-0000-204.03-01 101-0000-204.36-00	410.00 702.50 1,112.50 *	1,112.50 FY 22
16022	218	NEWS WEST PUBLISHING CO.	009665 009666 009667 009668 009669 009670		08/09/2022 08/09/2022 08/09/2022 08/09/2022 08/09/2022 08/09/2022	507-5762-454.53-00 507-5762-454.53-00 507-5762-454.53-00 507-5762-454.53-00 507-5762-454.53-00 507-5762-454.53-00	79.56 10.00 142.80 10.00 79.56 50.00 371.92 *	371.92 FY 22
16023 16024	1786 1786	NPUA NPUA	 009671		 08/09/2022	 580-4750-473.41-11	 31.79	VOIDED

PREPARED 07/29/2022, 8:33:21

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3
ACCOUNTING PERIOD 2023/02
REPORT NUMBER 46

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16024	1786	NPUA	009742		08/09/2022	206-5771-452.41-30	77.98	
			009743		08/09/2022	101-3010-431.41-10	300.84	
			009744		08/09/2022	101-3010-431.41-20	72.77	
			009745		08/09/2022	101-3010-431.41-30	389.90	
			009746		08/09/2022	101-5772-452.41-10	330.94	
			009747		08/09/2022	101-5772-452.41-20	2,520.15	
			009748		08/09/2022	101-5772-452.41-30	78.75	
			009749		08/09/2022	101-5772-452.41-20	204.50	
			009750		08/09/2022	101-5772-452.41-30	77.98	
			009751		08/09/2022	101-2020-423.41-10	133.25	
			009752		08/09/2022	101-2020-423.41-20	123.17	
			009753		08/09/2022	101-2020-423.41-30	155.96	
			009754		08/09/2022	507-5762-454.41-10	545.71	
			009754		08/09/2022	507-5762-454.41-20	236.55	
			009754		08/09/2022	507-5762-454.41-30	233.94	
			009754		08/09/2022	507-5762-454.41-12	1,273.33	
							44,342.90	44,342.90 FY22
16025	3315	ONLINE COLLECTIONS	009681		08/09/2022	508-4810-478.31-46	314.67	
							314.67	314.67 FY22
16026	3796	ROUTE 66 BROADBAND LLC	009682		08/09/2022	101-5774-452.52-10	20.00	
							20.00	20.00 FY22
16027	4039	SWCA ENVIRONMENTAL CONSUL	009683		08/09/2022	101-1035-416.31-90	440.28	
							440.28	440.28 FY22
16028	4044	TEREX USA LLC	PI0377	022118	08/09/2022	580-4750-473.43-03	15,443.30	
							15,443.30	15,443.30 FY22
16029	3950	TKE ENGINEERING INC	PI0378	022120	08/09/2022	101-3010-431.31-16	10,975.00	
			009684		08/09/2022	101-0000-204.03-01	70.00	
			009685		08/09/2022	101-0000-204.03-01	2,320.00	
			009686		08/09/2022	101-0000-204.03-01	870.00	
							14,235.00	14,235.00 FY22
16030	3917	TOUCHSTONE GOLF LLC	009687		08/09/2022	507-5762-454.53-00	378.00	
			009688		08/09/2022	507-5762-454.31-90	1,706.81	
							2,084.81	2,084.81 FY22
16031	2798	U.S. DEPARTMENT OF ENERGY	009690		08/09/2022	580-4750-473.63-10	16,003.59	
							16,003.59	16,003.59 FY22
16032	3830	UNIFIRST CORPORATION	009689		08/09/2022	101-5772-452.61-04	45.65	
							45.65	45.65 FY22
16033	3528	WESTERN ENVIRONMENTAL TES	009691		08/09/2022	502-4710-471.59-75	.61	
							.61	.61 FY22
16034	3967	WILLDAN ENGINEERING	009692		08/09/2022	101-0000-204.03-01	1,265.00	

PREPARED 07/29/2022, 8:33:21

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 4
ACCOUNTING PERIOD 2023/02
REPORT NUMBER 46

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
16034	3967	WILLDAN ENGINEERING	009693		08/09/2022	101-0000-204.03-01	1,035.00	
			009694		08/09/2022	101-2025-424.31-10	920.00	
			009695		08/09/2022	101-0000-204.03-01	1,782.50	
							5,002.50 *	5,002.50 FY22
16035	3980	WZI INC	009696		08/09/2022	580-4750-473.63-08	3,300.00	
							3,300.00 *	3,300.00 FY22
16036	1	3H INVESTMENTS, LLC	009697		08/09/2022	101-0000-204.20-00	5,000.00	
							5,000.00 *	5,000.00 FY22
BANK/CHECK TOTAL							132,617.45	132,617.45
ALL BANKS/CHECKS TOTAL							132,617.45	132,617.45

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 26, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	26-Jul	21-22 BUDGET
		\$ 3,295.29			
101.1015.412	CITY ATTORNEY	\$ 5,800.00		\$ 69,726.75	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 192,411.77	\$205,293
101.1025.415	FINANCE DEPT.	\$ -		\$ 475,266.96	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 152,660.84	\$201,933
101.1035.416	PLANNING /ZONING	\$ -		\$ 199,203.39	\$304,327
101.1040.417	ENGINEERING	\$ -		\$ 185,743.89	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ 2,836.39		\$ 47,631.00	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 44,587.20	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 3,203,034.39	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 1,218.22		\$ 171,080.44	\$236,591
101.2025.424	BUILDING & SAFETY	\$ 18,568.50		\$ 435,659.12	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ 32,111.34		\$ 574,590.21	\$629,675
101.3010.431	PUBLIC WORKS	\$ 14,490.75		\$ 1,655,665.27	\$4,318,920
101.4730.472	SANITATION	\$ 389.18		\$ 133,932.44	\$156,217
101.5770.452	AQUATICS	\$ 42.00		\$ 130,530.37	\$180,845
101.5772.452	PARKS	\$ 21,915.50		\$ 48,265.15	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ 54.14		\$ 112,712.70	\$139,888
101.5774.452	RECREATION	\$ 1,014.56		\$ 276,765.95	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 101,735.87		\$11,936,024
FUND 205	CDBG		\$ -	\$ 35,137.16	\$27,243
FUND 206	CEMETERY		\$ 290.72	\$ 173,906.49	\$209,276
FUND 208	CALTRANS GRANTS		\$ 36,051.80	\$ 1,327,529.04	\$1,434,077
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 135,756.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ 1,200.00	\$ 47,867.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 227,475.86	\$283,431
FUND 233	JACK SMITH PARK MARINA		\$ 3,182.50	\$ 5,187.50	\$18,832
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ 1,402.50	\$ 65,849.01	\$3,965,400
FUND 239	CA.CONSERV RECYCLING GRANT		\$ 1,771.99	\$ 68,485.32	\$80,500
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ 185.00	\$ 171,600.50	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ 1,757.50	\$ 3,577.94	\$300,000
FUND 501	NPUA		\$ 219.35	\$ 2,625,614.89	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ 30,664.28	\$ 1,809,224.04	\$2,006,995
FUND 503	WASTEWATER DEPARTMENT		\$ 5,140.94	\$ 1,211,386.79	\$1,297,932
FUND 505	SANITATION		\$ 192,031.93	\$ 1,514,222.95	\$1,419,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 883,129.96	\$1,014,815
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 15,699.12		\$ 606,413.40	\$724,775
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 343.23		\$ 323,695.14	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 16,042.35		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 716.15	\$ 306,749.53	\$395,926
FUND 509	MIS		\$ 3,950.00	\$ 244,495.00	\$252,370
FUND 510	ADMIN. FACILITY		\$ 3,050.74	\$ 167,898.89	\$395,203
FUND 511	FLEET MANAGEMENT		\$ 193.97	\$ 187,534.54	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 3,671.45	\$0
FUND 520	SR DIAL A RIDE		\$ 5,906.83	\$ 75,745.96	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 2,309.62	\$ 25,727.34	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 34,837.72	\$ 435,884.93	\$494,264
FUND 580	ELECTRIC		\$ 59,539.05	\$ 9,903,008.42	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ 76,245.61	\$ 171,753.27	\$2,384,611
FUND 582	NPUA CAPITAL WATER		\$ 53,502.55	\$ 1,363,931.00	\$4,672,036
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 104,268.00	\$104,468
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 631,928.97	\$32,337,788.54	\$50,255,896

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

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

PROGRAM: GM348U

DISBURSEMENT PERIOD 01/2023

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
15859	4042	00	ACOUSTICS GROUP, INC.	07/26/2022	1,000.00	.00
15860	3305	00	AGUA CALIENTE	07/26/2022	22,464.00	.00
15861	1924	00	AHA MACAV POWER SERVICE	07/26/2022	1,451.13	.00
15862	4041	00	BATTERIES PLUS BULBS	07/26/2022	8,593.72	.00
15863	178	00	BIG O TIRES & NAPA AUTO PARTS	07/26/2022	66.42	.00
15864	1	00	CITY OF NEEDLES	07/26/2022	219.35	.00
15865	2934	00	DANA KEPNER COMPANY INC.	07/26/2022	331.27	.00
15866	2487	00	DELL MARKETING L.P.	07/26/2022	47.83	.00
15867	3523	00	DEVELOPMENT MANAGEMENT GROUP INC.	07/26/2022	15,397.98	.00
15868	3580	00	DIAMOND PURE WATER	07/26/2022	96.00	.00
15869	3682	00	EPIC ENGINEERING	07/26/2022	13,665.25	.00
15870	324	00	GRAINGER	07/26/2022	1,771.99	.00
15871	2612	00	HARDWARE EXPRESS INCORP.	07/26/2022	210.99	.00
15872	2489	00	HOME DEPOT CREDIT SERVICES	07/26/2022	731.11	.00
15873	3445	00	HUMANE SOCIETY MOHAVE COUNTY	07/26/2022	689.00	.00
15874	4000	00	JARROD DELEON	07/26/2022	564.14	.00
15875	2334	00	KERN TURF SUPPLY INC.	07/26/2022	2,003.95	.00
15876	3977	00	LANDIS+GYR TECHNOLOGY, INC	07/26/2022	114,302.91	.00
15877	4032	00	MINAGAR & ASSOCIATES	07/26/2022	33,461.00	.00
15878	3610	00	MOHAVE SHRED	07/26/2022	500.00	.00
15879	218	00	NEWS WEST PUBLISHING CO.	07/26/2022	23.75	.00
15880	1786	00	NPUA	07/26/2022	13,058.77	.00
15881	1763	00	PITNEY BOWES GLOBAL FINANCIAL SVC	07/26/2022	2,632.36	.00
15882	3866	00	PLACEWORKS	07/26/2022	3,790.80	.00
15883	15	00	QUILL CORP.	07/26/2022	629.41	.00
15884	818	00	R & R PRODUCTS INC.	07/26/2022	513.61	.00
15885	2861	00	REINKE A/C CORP.	07/26/2022	7,987.22	.00
15886	309	00	REPUBLIC SERVICES #785	07/26/2022	192,031.93	.00
15887	2589	00	SAN BERNARDINO COUNTY	07/26/2022	11,224.10	.00
15888	4001	00	SIMPLOT TURF & HORTICULTURE	07/26/2022	12,858.89	.00
15889	3344	00	SLOVAK BARON & EMPEY LLP	07/26/2022	VOID	
15890	3344	00	SLOVAK BARON & EMPEY LLP	07/26/2022	44,714.36	.00
15891	3875	00	STANTEC CONSULTING SERVICES INC.	07/26/2022	497.92	.00
15892	3950	00	TKE ENGINEERING INC	07/26/2022	49,873.99	.00
15893	3873	00	TRANSPORTATION CONCEPTS	07/26/2022	43,054.17	.00
15894	2798	00	U.S. DEPARTMENT OF ENERGY	07/26/2022	6,159.99	.00
15895	1	00	UCAN2 SFV LLC	07/26/2022	1,845.29	.00
15896	3830	00	UNIFIRST CORPORATION	07/26/2022	283.26	.00
15897	761	00	USABUEBOOK	07/26/2022	423.61	.00
15898	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	07/26/2022	239.00	.00
15899	3967	00	WILLDAN ENGINEERING	07/26/2022	18,568.50	.00
15900	3828	00	3D-NETWORKS L.L.C.	07/26/2022	3,950.00	.00
NUMBER OF CHECKS				42	GRAND TOTAL	631,928.97

PREPARED 07/14/2022, 9:30:17

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 7

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
15859	4042	ACOUSTICS GROUP, INC	PI0357	022113	07/26/2022	101-5774-452.43-18	1,000.00 1,000.00 *	1,000.00
15860	3305	AGUA CALIENTE	009460		07/26/2022	580-4750-473.63-10	22,464.00 22,464.00 *	22,464.00
15861	1924	AHA MACAV POWER SERVICE	009404 009459		07/26/2022 07/26/2022	580-4750-473.63-12 580-4750-473.61-21	501.13 950.00 1,451.13 *	1,451.13
15862	4041	BATTERIES PLUS BULBS	009405 009462		07/26/2022 07/26/2022	580-4750-473.43-13 580-4750-473.43-13	4,296.86 4,296.86 8,593.72 *	8,593.72
15863	178	BIG O TIRES & NAPA AUTO P	009406 009461		07/26/2022 07/26/2022	580-4750-473.60-55 580-4750-473.43-57	34.34 32.08 66.42 *	66.42
15864	1	CITY OF NEEDLES	UT		07/26/2022	501-0000-211.00-00	219.35 219.35 *	219.35
15865	2934	DANA KEPNER COMPANY INC.	009463 009464 009465 009466 009467		07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022	502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55	1,153.87 624.91 2,143.29- 349.14- 1,044.92 331.27 *	331.27
15866	2487	DELL MARKETING L.P.	009407		07/26/2022	508-4810-478.61-02	47.83 47.83 *	47.83
15867	3523	DEVELOPMENT MANAGEMENT GR	PI0330 PI0331 PI0332 PI0333 PI0369 PI0370 PI0371 PI0372	022031 022031 022031 022031 022031 022031 022031 022031	07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022	101-1060-410.53-05 502-4710-471.53-05 503-4720-475.53-05 580-4750-473.53-05 101-1060-410.53-05 502-4710-471.53-05 503-4720-475.53-05 580-4750-473.53-05	2,036.39 3,183.77 1,685.77 5,992.05 800.00 425.00 225.00 1,050.00 15,397.98 *	15,397.98
15868	3580	DIAMOND PURE WATER	009408 009409 009410		07/26/2022 07/26/2022 07/26/2022	510-4410-405.61-01 101-5770-452.61-01 101-5774-452.61-01	48.00 42.00 6.00 96.00 *	96.00
15869	3682	EPIC ENGINEERING	PI0354	022016	07/26/2022	582-4710-471.71-05	13,665.25 13,665.25 *	13,665.25
15870	324	GRAINGER	009411		07/26/2022	239-4730-472.60-00	1,771.99	

PREPARED 07/14/2022, 9:30:17

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 2
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 7

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
15870	324	GRAINGER					1,771.99 *	1,771.99
15871	2612	HARDWARE EXPRESS INCORP.	009417		07/26/2022	510-4410-405.61-06	9.19	
			009418		07/26/2022	101-5772-452.61-06	38.87	
			009419		07/26/2022	101-3010-431.60-13	56.41	
			009420		07/26/2022	101-3010-431.60-11	11.31	
			009421		07/26/2022	101-2020-423.43-42	32.75	
			009422		07/26/2022	503-4720-475.60-55	1.44	
			009423		07/26/2022	502-4710-471.60-55	22.50	
			009424		07/26/2022	502-4710-471.60-55	20.02	
			009468		07/26/2022	580-4750-473.60-55	14.23	
			009469		07/26/2022	580-4750-473.60-55	4.27	
							210.99 *	210.99
15872	2489	HOME DEPOT CREDIT SERVICE	009412		07/26/2022	101-5772-452.61-20	73.36	
			009413		07/26/2022	101-3010-431.61-33	112.75	
			009414		07/26/2022	580-4750-473.43-57	258.05	
			009415		07/26/2022	101-3010-431.60-12	286.95	
							731.11 *	731.11
15873	3445	HUMANE SOCIETY MOHAVE COU	000126		07/26/2022	101-0000-204.06-00	689.00	
							689.00 *	689.00
15874	4000	JARROD DELEON	009427		07/26/2022	507-5761-453.43-04	156.97	
			009428		07/26/2022	507-5762-454.61-06	15.72	
			009429		07/26/2022	507-5762-454.43-08	83.20	
			009430		07/26/2022	507-5762-454.61-02	79.15	
			009431		07/26/2022	507-5762-454.53-00	54.42	
			009432		07/26/2022	507-5762-454.60-50	103.25	
			009457		07/26/2022	507-5761-453.63-00	71.43	
							564.14 *	564.14
15875	2334	KERN TURF SUPPLY INC.	009470		07/26/2022	101-5772-452.61-12	2,003.95	
							2,003.95 *	2,003.95
15876	3977	LANDIS+GYR TECHNOLOGY, IN	PI0337	022111	07/26/2022	582-4710-471.71-02	2,158.23	
			PI0338	022111	07/26/2022	582-4710-471.71-02	10,791.16	
			PI0339	022111	07/26/2022	582-4710-471.71-02	14,942.77	
			PI0340	022111	07/26/2022	582-4710-471.71-02	3,189.40	
			PI0341	022111	07/26/2022	582-4710-471.71-02	6,975.74	
			PI0342	022112	07/26/2022	581-4750-473.71-02	573.23	
			PI0343	022112	07/26/2022	581-4750-473.71-02	573.23	
			PI0344	022112	07/26/2022	581-4750-473.71-02	1,282.23	
			PI0345	022112	07/26/2022	581-4750-473.71-02	1,282.23	
			PI0346	022112	07/26/2022	581-4750-473.71-02	1,282.23	
			PI0347	022112	07/26/2022	581-4750-473.71-02	1,282.23	
			PI0348	022112	07/26/2022	581-4750-473.71-02	1,282.23	
			PI0349	022112	07/26/2022	581-4750-473.71-02	20,688.00	
			PI0350	022112	07/26/2022	581-4750-473.71-02	48,000.00	
							114,302.91 *	114,302.91

PREPARED 07/14/2022, 9:30:17

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 3
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 7

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
15877	4032	MINAGAR & ASSOCIATES	PI0353	022092	07/26/2022	208-3010-431.71-22	33,461.00 33,461.00 *	33,461.00
15878	3610	MOHAVE SHRED	009433		07/26/2022	508-4810-478.49-02	500.00 500.00 *	500.00
15879	218	NEWS WEST PUBLISHING CO.	009471		07/26/2022	502-4710-471.53-00	23.75 23.75 *	23.75
15880	1786	NPUA	009434 009437		07/26/2022 07/26/2022	502-4710-471.41-10 101-5773-452.41-10	13,004.63 54.14 13,058.77 *	13,058.77
15881	1763	PITNEY BOWES GLOBAL FINAN	009438		07/26/2022	510-4410-405.70-03	2,632.36 2,632.36 *	2,632.36
15882	3866	PLACEWORKS	PI0364 PI0365	022033 022091	07/26/2022 07/26/2022	208-1035-416.31-90 213-1035-416.31-90	2,590.80 1,200.00 3,790.80 *	3,790.80
15883	15	QUILL CORP.	009439 009440 009472 009473		07/26/2022 07/26/2022 07/26/2022 07/26/2022	510-4410-405.61-06 101-2020-423.61-02 508-4810-478.61-01 510-4410-405.61-01	201.79 227.28 40.94 159.40 629.41 *	629.41
15884	818	R & R PRODUCTS INC.	009442 009443		07/26/2022 07/26/2022	507-5761-453.61-33 507-5761-453.63-00	211.58 302.03 513.61 *	513.61
15885	2861	REINKE A/C CORP.	009441		07/26/2022	580-4750-473.54-62	7,987.22 7,987.22 *	7,987.22
15886	309	REPUBLIC SERVICES #78	PI0368 PI0367	022115 022115	07/26/2022 07/26/2022	505-4730-472.31-87 505-4730-472.31-87	96,010.20 96,021.73 192,031.93 *	192,031.93
15887	2589	SAN BERNARDINO COUNTY	009474 009475 009476 009477 009478 009479 009480 009481 009482 009483 009484 009485		07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022	101-2020-423.62-00 101-2030-423.62-00 101-3010-431.62-00 101-4730-472.62-00 101-5772-452.62-00 206-5771-452.62-00 502-4710-471.62-00 503-4720-475.62-00 507-5761-453.62-00 508-4810-478.62-00 511-3020-432.62-00 580-4750-473.62-00	269.19 344.38 1,249.15 389.18 830.33 290.72 2,112.07 365.00 2,098.22 127.38 193.97 2,954.51 11,224.10 *	11,224.10

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 7

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
15888	4001	SIMPLOT TURF & HORTICULTU	009444		07/26/2022	507-5761-453.60-10	226.28	
			009445		07/26/2022	507-5761-453.60-10	543.06	
			009446		07/26/2022	507-5761-453.61-08	452.55	
			PI0366	022114	07/26/2022	507-5761-453.61-08	5,818.50	
			PI0366	022114	07/26/2022	507-5761-453.61-08	5,818.50	
							12,858.89	12,858.89
15889	3344	SLOVAK BARON EMPEY MURPHY						VOIDED
15890	3344	SLOVAK BARON EMPEY MURPHY	009500		07/26/2022	101-1015-412.31-50	5,800.00	
			009501		07/26/2022	502-4710-471.31-50	1,933.33	
			009502		07/26/2022	503-4720-475.31-50	1,933.33	
			009503		07/26/2022	580-4750-473.31-50	1,933.34	
			009504		07/26/2022	101-2030-423.31-50	542.40	
			009505		07/26/2022	502-4710-471.31-50	673.70	
			009506		07/26/2022	503-4720-475.31-50	673.70	
			009507		07/26/2022	101-2030-423.31-50	158.20	
			009508		07/26/2022	101-2030-423.31-50	452.40	
			009509		07/26/2022	101-2030-423.31-50	1,384.20	
			009510		07/26/2022	101-2030-423.31-50	292.80	
			009511		07/26/2022	101-2030-423.31-50	67.80	
			009512		07/26/2022	101-2030-423.31-50	184.40	
			009513		07/26/2022	101-2030-423.31-50	193.10	
			009514		07/26/2022	101-2030-423.31-50	459.60	
			009515		07/26/2022	101-2030-423.31-50	429.40	
			009516		07/26/2022	101-2030-423.31-50	1,189.40	
			009517		07/26/2022	101-2030-423.31-50	326.95	
			009518		07/26/2022	101-2030-423.31-50	1,136.95	
			009519		07/26/2022	101-2030-423.31-50	736.00	
			009520		07/26/2022	101-2030-423.31-50	463.20	
			009521		07/26/2022	101-2030-423.31-50	59.95	
			009522		07/26/2022	101-2030-423.31-50	994.55	
			009523		07/26/2022	101-2030-423.31-50	1,085.66	
			009524		07/26/2022	101-2030-423.31-50	1,002.00	
			009525		07/26/2022	101-2030-423.31-50	109.95	
			009526		07/26/2022	101-2030-423.31-50	873.05	
			009527		07/26/2022	101-2030-423.31-50	1,095.00	
			009528		07/26/2022	101-2030-423.31-50	2,260.00	
			009529		07/26/2022	101-2030-423.31-50	206.35	
			009530		07/26/2022	101-2030-423.31-50	275.60	
			009531		07/26/2022	101-2030-423.31-50	1,141.65	
			009532		07/26/2022	101-2030-423.31-50	14.00	
			009533		07/26/2022	101-2030-423.31-50	101.20	

PREPARED 07/14/2022, 9:30:17

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 5
ACCOUNTING PERIOD 2023/01
REPORT NUMBER 7

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
15892	3950	TKE ENGINEERING INC	PI0336	022038	07/26/2022	470-4620-410.31-90	462.50	
			009403		07/26/2022	270-4631-463.31-50	185.00	
			009447		07/26/2022	101-0000-204.03-01	1,450.00	
			PI0351	022093	07/26/2022	233-5772-452.72-18	2,122.50	
			PI0334	022038	07/26/2022	470-4620-410.31-90	1,110.00	
			PI0335	022038	07/26/2022	470-4620-410.31-90	185.00	
			PI0358	022087	07/26/2022	101-3010-431.71-22	5,557.50	
			PI0359	022088	07/26/2022	101-3010-431.71-22	7,120.00	
			PI0360	022088	07/26/2022	582-4710-471.71-11	1,780.00	
			PI0361	022093	07/26/2022	233-5772-452.72-18	1,060.00	
			PI0362	022096	07/26/2022	238-5772-452.31-16	1,402.50	
			PI0355	022110	07/26/2022	101-5772-452.31-90	17,689.54	
			PI0356	022110	07/26/2022	101-5772-452.31-90	1,279.45	
			PI0363	022074	07/26/2022	502-4710-471.31-16	8,470.00	
						49,873.99	*	49,873.99
15893	3873	TRANSPORTATION CONCEPTS	009489		07/26/2022	525-4770-461.32-90	31,212.30	
			009490		07/26/2022	525-4770-461.62-00	3,625.42	
			009491		07/26/2022	520-4740-462.32-90	4,374.39	
			009492		07/26/2022	520-4740-462.51-20	983.64	
			009493		07/26/2022	520-4740-462.62-00	548.80	
			009494		07/26/2022	521-4740-462.32-90	777.18	
			009495		07/26/2022	521-4740-462.51-20	983.64	
			009496		07/26/2022	521-4740-462.62-00	548.80	
						43,054.17	*	43,054.17
15894	2798	U.S. DEPARTMENT OF ENERGY	009497		07/26/2022	580-4750-473.63-10	5,937.50	
			009498		07/26/2022	580-4750-473.63-10	222.49	
						6,159.99	*	6,159.99
15895	1	UCAN2 SFV LLC	009449		07/26/2022	101-0000-204.87-00	1,845.29	
						1,845.29	*	1,845.29
15896	3830	UNIFIRST CORPORATION	009450		07/26/2022	101-3010-431.61-04	96.68	
			009451		07/26/2022	502-4710-471.61-04	40.63	
			009452		07/26/2022	503-4720-475.61-04	17.70	
			009453		07/26/2022	507-5762-454.43-08	7.49	
			009454		07/26/2022	101-5774-452.61-06	8.56	
			009455		07/26/2022	580-4750-473.61-04	112.20	
						283.26	*	283.26
15897	761	USABLUEBOOK	009448		07/26/2022	502-4710-471.60-55	423.61	
						423.61	*	423.61
15898	3528	WESTERN ENVIRONMENTAL TES	009499		07/26/2022	503-4720-475.59-75	239.00	
						239.00	*	239.00
15899	3967	WILLDAN ENGINEERING	PI0373	022010	07/26/2022	101-2025-424.31-10	4,312.50	
			PI0374	022010	07/26/2022	101-2025-424.31-10	14,256.00	
						18,568.50	*	18,568.50

PREPARED 07/14/2022, 9:30:17

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 6
ACCOUNTING PERIOD 2023/01
REPORT NUMBER 7

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
15900	3828	3D-NETWORKS LLC	009487		07/26/2022	509-4910-479.31-53	700.00	
			009488		07/26/2022	509-4910-479.31-90	3,250.00	
							3,950.00 *	3,950.00
						BANK/CHECK TOTAL	631,928.97	631,928.97
						ALL BANKS/CHECKS TOTAL	631,928.97	631,928.97

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 26, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	26-Jul	21-22 BUDGET
101.1015.412	CITY ATTORNEY	\$ 3,917.75		\$ 69,726.75	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 192,436.21	\$205,293
101.1025.415	FINANCE DEPT.	\$ 2,434.98		\$ 477,701.94	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 18.27		\$ 152,679.11	\$201,933
101.1035.416	PLANNING /ZONING	\$ 2,048.09		\$ 201,251.48	\$304,327
101.1040.417	ENGINEERING	\$ 7,888.25		\$ 193,632.14	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 47,631.00	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 44,587.20	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 3,203,034.39	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 171,080.44	\$236,591
101.2025.424	BUILDING & SAFETY	\$ 46.92		\$ 435,706.04	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ 127.90		\$ 574,868.11	\$629,675
101.3010.431	PUBLIC WORKS	\$ 2,273.19		\$ 1,658,373.40	\$4,318,920
101.4730.472	SANITATION	\$ -		\$ 133,932.44	\$156,217
101.5770.452.	AQUATICS	\$ 5.89		\$ 130,536.26	\$180,845
101.5772.452	PARKS	\$ 1.32		\$ 482,983.61	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ 34.51		\$ 112,712.70	\$139,888
101.5774.452	RECREATION	\$ -		\$ 276,765.95	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 18,821.51		\$11,936,024
FUND 205	CDBG		\$ -	\$ 35,137.16	\$27,243
FUND 206	CEMETERY		\$ -	\$ 173,906.49	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,327,529.04	\$1,434,077
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 135,756.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 47,867.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 4,473.18	\$ 231,949.04	\$283,431
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 5,187.50	\$18,832
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 65,849.01	\$3,965,400
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ 68,485.32	\$80,500
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 171,600.50	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 3,577.94	\$300,000
FUND 501	NPUA		\$ -	\$ 2,625,614.89	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,809,224.04	\$2,006,995
FUND 503	WASTEWATER DEPARTMENT		\$ 13.48	\$ 1,214,824.19	\$1,297,932
FUND 505	SANITATION		\$ -	\$ 1,514,222.95	\$1,419,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 883,129.96	\$1,014,815
FUND 507	GOLF FUND				
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 1,273.37		\$ 607,288.70	\$724,775
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 94.75		\$ 323,695.14	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 1,368.12		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 80.41	\$ 306,932.84	\$395,926
FUND 509	MIS		\$ -	\$ 244,495.00	\$252,370
FUND 510	ADMIN. FACILITY		\$ 164.20	\$ 168,063.09	\$395,203
FUND 511	FLEET MANAGEMENT		\$ 72.17	\$ 189,606.71	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 3,671.45	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 75,745.96	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 25,727.34	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 435,884.93	\$494,264
FUND 580	ELECTRIC		\$ -	\$ 9,903,008.42	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 171,753.27	\$2,384,611
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 1,363,931.00	\$4,672,036
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 104,268.00	\$104,468
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 24,993.07	\$ 32,799,165.43	\$50,255,896

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

Kippy Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 7/15/2022, 13:59:57

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 01/2023

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
15911	178	00	BIG O TIRES & NAPA AUTO PARTS	07/26/2022	67.85	.00
15912	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	07/26/2022	518.00	.00
15913	4000	00	JARROD DELEON	07/26/2022	492.82	.00
15914	3998	00	MICHAEL BAKER INTERNATIONAL, INC	07/26/2022	2,021.25	.00
15915	4032	00	MINAGAR & ASSOCIATES	07/26/2022	4,356.00	.00
15916	15	00	QUILL CORP.	07/26/2022	116.33	.00
15917	818	00	R & R PRODUCTS INC.	07/26/2022	856.78	.00
15918	284	00	SOUTHWEST GAS CORP.	07/26/2022	115.20	.00
15919	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	07/26/2022	394.40	.00
15920	3950	00	TKE ENGINEERING INC	07/26/2022	13,540.25	.00
15921	3818	00	VAN IWAARDEN ASSOCIATES	07/26/2022	2,400.00	.00
15922	1023	00	XEROX	07/26/2022	114.19	.00
NUMBER OF CHECKS				12	GRAND TOTAL	24,993.07

PREPARED 07/15/2022, 14:05:35

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 11

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
15911	178	BIG O TIRES & NAPA AUTO P	009540		07/26/2022	511-3020-432.61-14	67.85 67.85 *	67.85
15912	1213	CALIFORNIA DEPT. OF TAX &	009589		07/26/2022	101-1020-413.61-02	13.02	
			009590		07/26/2022	101-2030-423.61-02	116.48	
			009591		07/26/2022	101-2025-424.61-02	35.50	
			009592		07/26/2022	101-1025-415.61-02	23.56	
			009593		07/26/2022	101-1035-416.61-02	15.42	
			009594		07/26/2022	101-1040-417.43-05	24.33	
			009595		07/26/2022	101-3010-431.61-21	59.87	
			009596		07/26/2022	101-5770-452.61-01	5.89	
			009597		07/26/2022	101-5774-452.61-04	34.51	
			009598		07/26/2022	101-5774-452.61-01	1.32	
			009599		07/26/2022	225-2010-421.61-21	117.18	
			009600		07/26/2022	503-4720-475.61-01	10.46	
			009601		07/26/2022	503-4720-475.61-02	3.02	
			009602		07/26/2022	508-4810-478.61-02	43.79	
			009603		07/26/2022	510-4410-405.61-01	9.33	
			009604		07/26/2022	511-3020-432.43-29	3.47	
			009605		07/26/2022	511-3020-432.43-30	.85	
							518.00 *	518.00
15913	4000	JARROD DELEON	009425		07/26/2022	507-5762-454.61-06	94.75	
			009426		07/26/2022	507-5761-453.43-17	219.53	
			000134		07/26/2022	507-5761-453.43-04	178.54	
							492.82 *	492.82
15914	3998	MICHAEL BAKER INTERNATION	PI0375	022047	07/26/2022	101-1035-416.31-90	2,021.25 2,021.25 *	2,021.25
15915	4032	MINAGAR & ASSOCIATES	009584		07/26/2022	225-2010-421.61-21	4,356.00 4,356.00 *	4,356.00
15916	15	QUILL CORP.	009555		07/26/2022	508-4810-478.61-01	36.62	
			009556		07/26/2022	510-4410-405.61-06	79.71	
							116.33 *	116.33
15917	818	R & R PRODUCTS INC.	009558		07/26/2022	507-5761-453.43-04	856.78 856.78 *	856.78
15918	284	SOUTHWEST GAS CORP.	009572		07/26/2022	101-3010-431.41-60	44.35	
			009573		07/26/2022	507-5761-453.41-50	18.52	
			009574		07/26/2022	510-4410-405.41-60	52.33	
							115.20 *	115.20
15919	3605	STATEWIDE TRAFFIC SAFETY	009559		07/26/2022	101-3010-431.60-12	394.40 394.40 *	394.40
15920	3950	TKE ENGINEERING INC	009561		07/26/2022	101-1040-417.31-16	2,735.00	
			009562		07/26/2022	101-0000-204.03-01	543.75	

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 11

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
15920	3950	TKE ENGINEERING INC	009563		07/26/2022	101-0000-204.03-01	652.50	
			009564		07/26/2022	101-0000-204.03-01	372.50	
			009565		07/26/2022	101-1040-417.31-16	1,437.50	
			009566		07/26/2022	101-1040-417.31-16	3,680.00	
			009567		07/26/2022	101-0000-204.03-01	2,349.00	
			009568		07/26/2022	101-3010-431.70-06	1,770.00	
							13,540.25	*
								13,540.25
15921	3818	VAN IWAARDEN ASSOCIATES	009569		07/26/2022	101-1025-415.31-49	2,400.00	
							2,400.00	*
								2,400.00
15922	1023	XEROX	009575		07/26/2022	101-1020-413.70-01	11.42	
			009576		07/26/2022	101-1025-415.70-01	11.42	
			009577		07/26/2022	101-1030-414.70-01	18.27	
			009578		07/26/2022	101-1035-416.70-01	11.42	
			009579		07/26/2022	101-1040-417.70-01	11.42	
			009580		07/26/2022	101-2025-424.70-01	11.42	
			009581		07/26/2022	101-2030-423.70-01	11.42	
			009582		07/26/2022	101-3010-431.70-01	4.57	
			009583		07/26/2022	510-4410-405.70-01	22.83	
							114.19	*
								114.19
						BANK/CHECK TOTAL	24,993.07	24,993.07
						ALL BANKS/CHECKS TOTAL	24,993.07	24,993.07

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 26, 2022**

		DEPT. AMT.	FUND AMT.	26-Jul	21-22 BUDGET
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 69,726.75	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 215,673.00	\$205,293
101.1025.415	FINANCE DEPT.	\$ 14.16		\$ 490,440.17	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 164,135.02	\$201,933
101.1035.416	PLANNING /ZONING	\$ 145.15		\$ 204,863.08	\$304,327
101.1040.417	ENGINEERING	\$ -		\$ 182,530.18	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 47,631.00	\$69,770
101.1070.410	SENIOR CENTER	\$ -		\$ 46,113.85	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 3,203,034.39	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 25.00		\$ 181,214.09	\$236,591
101.2025.424	BUILDING & SAFETY	\$ 775.69		\$ 444,490.86	\$454,386
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 595,736.54	\$629,675
101.3010.431	PUBLIC WORKS	\$ -		\$ 1,655,665.27	\$4,318,920
101.4730.472	SANITATION	\$ -		\$ 133,932.44	\$156,217
101.5770.452	AQUATICS	\$ (15.78)		\$ 141,763.36	\$180,845
101.5772.452	PARKS	\$ -		\$ 494,805.53	\$637,633
101.5773.452	JACK SMITH PARK MARINA	\$ 133.20		\$ 122,280.00	\$139,888
101.5774.452	RECREATION	\$ 668.22		\$ 276,765.95	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 1,745.64		\$11,936,024
FUND 205	CDBG		\$ -	\$ 35,137.16	\$27,243
FUND 206	CEMETERY		\$ -	\$ 173,906.49	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,327,529.04	\$1,434,077
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 135,756.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 47,867.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 227,475.86	\$283,431
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 5,187.50	\$18,832
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 65,849.01	\$3,965,400
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 68,485.32	\$80,500
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 171,600.50	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 3,577.94	\$300,000
FUND 501	NPUA		\$ -	\$ 2,625,614.89	\$2,687,194
FUND 502	WATER DEPARTMENT		\$ 272.61	\$ 1,856,081.21	\$2,006,995
FUND 503	WASTEWATER DEPARTMENT		\$ 3.21	\$ 1,227,765.62	\$1,297,932
FUND 505	SANITATION		\$ -	\$ 1,418,201.22	\$1,419,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 883,129.96	\$1,014,815
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 606,413.40	\$724,775
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 323,695.14	\$368,468
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ -	\$ 306,749.53	\$395,926
FUND 509	MIS		\$ -	\$ 244,495.00	\$252,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 167,898.89	\$395,203
FUND 511	FLEET MANAGEMENT		\$ -	\$ 187,534.54	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 3,671.45	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 75,745.96	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 25,727.34	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 435,884.93	\$494,264
FUND 580	ELECTRIC		\$ 314.44	\$ 9,903,008.42	\$12,526,973
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 171,753.27	\$2,384,611
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 1,363,931.00	\$4,672,036
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 104,268.00	\$104,468
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 2,335.90	\$32,866,336.45	\$50,255,896

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

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

PREPARED 7/27/2022, 6:42:58

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 01/2023

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
FY2215971	3651	00	WELLS FARGO	07/27/2022	2,335.90	.00
NUMBER OF CHECKS				1	GRAND TOTAL	2,335.90

PREPARED 7/27/22, 6:44:55
PROGRAM GM347U
CITY OF NEEDLES

BANK TRANSFER LIST

PAGE 1
ACCOUNTING PERIOD 01/2023

FUND 101 GENERAL FUND	BANK	ACCOUNT	** CHECK/PAYMENT **	**** VOUCHER ****	DISBURSEMENT	VENDOR
DESCRIPTION	NO	NO	DATE	NO	AMOUNT	REFERENCE
04 WELLS FARGO BANK - CITY GENERAL CHECKING						
	101-1025-415.61-01	15971	7/27/2022	009647 7/13/2022	14.16	0003651 WELLS FARGO
				ACCOUNT TOTAL	14.16	*
	101-1035-416.52-20	15971	7/27/2022	009636 7/13/2022	33.85	0003651 WELLS FARGO
				ACCOUNT TOTAL	33.85	*
	101-1035-416.53-00	15971	7/27/2022	009637 7/13/2022	111.30	0003651 WELLS FARGO
				ACCOUNT TOTAL	111.30	*
	101-2020-423.31-40	15971	7/27/2022	009634 7/13/2022	25.00	0003651 WELLS FARGO
				ACCOUNT TOTAL	25.00	*
	101-2030-423.55-00	15971	7/27/2022	009654 7/13/2022	46.40	0003651 WELLS FARGO
				ACCOUNT TOTAL	46.40	*
	101-2030-423.61-02	15971	7/27/2022	009635 7/13/2022	387.89	0003651 WELLS FARGO
				ACCOUNT TOTAL	387.89	*
	101-2030-423.61-04	15971	7/27/2022	009653 7/13/2022	90.77	0003651 WELLS FARGO
				ACCOUNT TOTAL	90.77	*
	101-2030-423.61-21	15971	7/27/2022	009646 7/13/2022	250.63	0003651 WELLS FARGO
				ACCOUNT TOTAL	250.63	*
	101-5770-452.60-30	15971	7/27/2022	009652 7/13/2022	15.78-	0003651 WELLS FARGO
				ACCOUNT TOTAL	15.78-	*
	101-5773-452.61-01	15971	7/27/2022	009649 7/13/2022	133.20	0003651 WELLS FARGO
				ACCOUNT TOTAL	133.20	*
	101-5774-452.52-10	15971	7/27/2022	009633 7/13/2022	2.30	0003651 WELLS FARGO
				ACCOUNT TOTAL	2.30	*
	101-5774-452.60-24	15971	7/27/2022	009651 7/13/2022	118.64	0003651 WELLS FARGO
				ACCOUNT TOTAL	118.64	*

PREPARED 7/27/22, 6:44:55
PROGRAM GM347U
CITY OF NEEDLES

BANK TRANSFER LIST

PAGE 2
ACCOUNTING PERIOD 01/2023

FUND 101 GENERAL FUND	BANK DESCRIPTION	ACCOUNT NO	** CHECK/PAYMENT ** NO DATE	**** VOUCHER **** NO DATE	DISBURSEMENT AMOUNT	VENDOR REFERENCE
04 WELLS FARGO BANK - CITY GENERAL CHECKING						
		101-5774-452.65-10	15971 7/27/2022	009648 7/13/2022	425.84	0003651 WELLS FARGO
		101-5774-452.65-10	15971 7/27/2022	009650 7/13/2022	121.44	0003651 WELLS FARGO
				ACCOUNT TOTAL	547.28	*
				WELLS FARGO BANK - CITY GENERAL CHECKING TOTAL	1,745.64	**
				TOTAL DUE FROM THIS FUND FOR THIS PERIOD	1,745.64	***

PREPARED 7/27/22, 6:44:55
PROGRAM GM347U
CITY OF NEEDLES

BANK TRANSFER LIST

PAGE 3
ACCOUNTING PERIOD 01/2023

FUND 502 WATER

BANK DESCRIPTION	ACCOUNT NO	** CHECK/PAYMENT ** NO DATE	**** VOUCHER **** NO DATE	DISBURSEMENT AMOUNT	VENDOR REFERENCE
04 WELLS FARGO BANK - CITY GENERAL CHECKING					
	502-4710-471.52-10	15971 7/27/2022	009630 7/13/2022	3.21	0003651 WELLS FARGO
			ACCOUNT TOTAL	3.21	*
	502-4710-471.61-21	15971 7/27/2022	009628 7/13/2022	269.40	0003651 WELLS FARGO
			ACCOUNT TOTAL	269.40	*
			WELLS FARGO BANK - CITY GENERAL CHECKING TOTAL	272.61	**
			TOTAL DUE FROM THIS FUND FOR THIS PERIOD	272.61	***

PREPARED 7/27/22, 6:44:55
PROGRAM GM347U
CITY OF NEEDLES

BANK TRANSFER LIST

PAGE 4
ACCOUNTING PERIOD 01/2023

FUND 503 WASTEWATER	BANK	ACCOUNT	** CHECK/PAYMENT **	**** VOUCHER ****	DISBURSEMENT	VENDOR
DESCRIPTION	NO	NO	DATE	NO	AMOUNT	REFERENCE

04 WELLS FARGO BANK - CITY GENERAL CHECKING						
	503-4720-475.52-10	15971	7/27/2022	009631 7/13/2022	3.21	0003651 WELLS FARGO
				ACCOUNT TOTAL	3.21	*
				WELLS FARGO BANK - CITY GENERAL CHECKING TOTAL	3.21	**
				TOTAL DUE FROM THIS FUND FOR THIS PERIOD	3.21	***

PREPARED 7/27/22, 6:44:55
PROGRAM GM347U
CITY OF NEEDLES

BANK TRANSFER LIST

PAGE 5
ACCOUNTING PERIOD 01/2023

FUND 580 ELECTRIC	BANK DESCRIPTION	ACCOUNT NO	** CHECK/PAYMENT ** NO DATE	**** VOUCHER **** NO DATE	DISBURSEMENT AMOUNT	VENDOR REFERENCE
04 WELLS FARGO BANK - CITY GENERAL CHECKING						
		580-4750-473.52-10	15971 7/27/2022	009632 7/13/2022	3.21	0003651 WELLS FARGO
				ACCOUNT TOTAL	3.21	*
		580-4750-473.61-01	15971 7/27/2022	009629 7/13/2022	17.88	0003651 WELLS FARGO
				ACCOUNT TOTAL	17.88	*
		580-4750-473.61-21	15971 7/27/2022	009627 7/13/2022	293.35	0003651 WELLS FARGO
				ACCOUNT TOTAL	293.35	*
				WELLS FARGO BANK - CITY GENERAL CHECKING TOTAL	314.44	**
				TOTAL DUE FROM THIS FUND FOR THIS PERIOD	314.44	***
				TOTAL DUE FROM ALL FUNDS FOR THIS PERIOD	2,335.90	****

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 09, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	9-Aug	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ 2,644.76		\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 18,709.35	\$219,507
101.1025.415	FINANCE DEPT.	\$ 692.05		\$ 60,594.93	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 4,160.49		\$ 15,261.50	\$291,344
101.1035.416	PLANNING /ZONING	\$ 1,229.01		\$ 9,235.02	\$373,159
101.1040.417	ENGINEERING	\$ 339.98		\$ 12,310.78	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ 1,530.54		\$ 3,490.46	\$59,457
101.2010.421	SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 378.02		\$ 12,509.99	\$233,027
101.2025.424	BULDING & SAFETY	\$ -		\$ 17,878.47	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ 229.50		\$ 32,845.28	\$696,985
101.3010.431	PUBLIC WORKS	\$ 1,096.81		\$ 32,040.33	\$753,297
101.4730.472	SANITATION	\$ -		\$ 4,395.02	\$166,600
101.5770.452.	AQUATICS	\$ 130.76		\$ 2,445.20	\$194,192
101.5772.452	PARKS	\$ 5,877.10		\$ 29,936.91	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ 249.96		\$ 8,803.10	\$107,923
101.5774.452	RECREATION	\$ 396.51		\$ 57,275.64	\$371,884
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 18,955.49		\$9,396,381
FUND 205	CDBG		\$ -	\$ -	\$42,692
FUND 206	CEMETERY		\$ -	\$ 6,983.75	\$202,270
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$0
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 937.71	\$281,880
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501	NPUA		\$ 1,318.43	\$ 1,318.43	\$2,601,074
FUND 502	WATER DEPARTMENT		\$ 27,655.85	\$ 112,017.71	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT		\$ 13,564.05	\$ 50,530.84	\$1,241,325
FUND 505	SANITATION		\$ -	\$ 3,624.76	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 185.49	\$ 5,387.32	\$1,041,800
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 23,596.90		\$ 19,809.32	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 2,562.26		\$ 5,109.73	\$370,454
FUND 507	GOLF FUND TOTAL		\$ 26,159.16		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 710.14	\$ 25,400.03	\$455,807
FUND 509	MIS		\$ 10,211.85	\$ 17,967.51	\$257,370
FUND 510	ADMIN. FACILITY		\$ 4,297.93	\$ 5,047.57	\$414,950
FUND 511	FLEET MANAGEMENT		\$ 5,470.42	\$ 17,381.25	\$281,078
FUND 512	VEHICLE REPLACEMENT		\$ 5,692.76	\$ 5,692.76	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$97,098
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$22,274
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,115.00	\$614,438
FUND 580	ELECTRIC		\$ 108,607.33	\$ 314,001.45	\$12,406,721
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 222,828.90	\$ 930,373.66	\$35,185,928

I certify that the expenditures/purchases to be paid by the warrants on this list have complied v \$ -
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

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

PREPARED 8/01/2022, 13:51:06

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 02/2023

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
16037	2345	00	A-B COMMUNICATIONS	08/09/2022	171.94	.00
16038	1	00	AARON GILMER	08/09/2022	19.61	.00
16039	3709	00	ADRIAN CHAVEZ	08/09/2022	64.00	.00
16040	1924	00	AHA MACAV POWER SERVICE	08/09/2022	652.41	.00
16041	4014	00	ASHLEE SMITH	08/09/2022	64.00	.00
16042	4045	00	BAD BIRDIE GOLF	08/09/2022	1,224.00	.00
16043	3808	00	HATZ, BERNARD	08/09/2022	64.00	.00
16044	178	00	BIG O TIRES & NAPA AUTO PARTS	08/09/2022	162.30	.00
16045	3313	00	BLUE RIVER WATER CORP.	08/09/2022	71.40	.00
16046	3595	00	BOOT BARN	08/09/2022	438.90	.00
16047	7	00	BORDER STATES INDUSTRIES, INC.	08/09/2022	1,507.25	.00
16048	3392	00	BUG EMERGENCY INC.	08/09/2022	155.00	.00
16049	3819	00	BULLHEAD AUTO & MARINE	08/09/2022	422.14	.00
16050	2403	00	CDW GOVERNMENT INC.	08/09/2022	951.53	.00
16051	3136	00	CITY OF NEEDLES	08/09/2022	66,389.99	.00
16052	3974	00	CUTTER & BUCK	08/09/2022	310.96	.00
16053	440	00	DECO FOODSERVICE INCORP.	08/09/2022	52.07	.00
16054	3580	00	DIAMOND PURE WATER	08/09/2022	53.50	.00
16055	3913	00	ENTERPRISE FM TRUST	08/09/2022	5,692.76	.00
16056	1	00	ERIN MANOR APTS/YEO	08/09/2022	505.66	.00
16057	3314	00	FINDLAY MOTOR COMPANY	08/09/2022	3,658.40	.00
16058	1	00	FISHER-KLOSTERMAN, INC.	08/09/2022	500.00	.00
16059	1296	00	FRONTIER	08/09/2022	4,752.01	.00
16060	1	00	G.NELSON	08/09/2022	120.39	.00
16061	1	00	GARRITY, CATHERINE	08/09/2022	130.40	.00
16062	4012	00	GOLFNOW	08/09/2022	295.00	.00
16063	2612	00	HARDWARE EXPRESS INCORP.	08/09/2022	749.99	.00
16064	4000	00	JARROD DELEON	08/09/2022	412.98	.00
16065	2390	00	JAVELINA TRADING COMPANY	08/09/2022	587.30	.00
16066	3502	00	KIPPY POULSON	08/09/2022	275.00	.00
16067	734	00	LAFCO	08/09/2022	3,868.98	.00
16068	4046	00	LEGACY CONNECTION	08/09/2022	2,500.00	.00
16069	1	00	MARCOTTE, DEBORAH	08/09/2022	54.86	.00
16070	3889	00	MICHAEL WILLIS	08/09/2022	50.00	.00
16071	139	00	MOHAVE VALLEY LANDFILL-4522	08/09/2022	12.15	.00
16072	1	00	NEEDLES CHURCH OF THE NAZARENE	08/09/2022	7.12	.00
16073	1786	00	NPUA	08/09/2022	31,841.65	.00
16074	3324	00	OFFICE EXPRESS	08/09/2022	97.67	.00
16075	740	00	OUR TOWN MAGAZINE	08/09/2022	372.30	.00
16076	3767	00	PATRICK MARTINEZ	08/09/2022	150.00	.00
16077	1927	00	PRESTIGE FLAG	08/09/2022	1,239.33	.00
16078	15	00	QUILL CORP.	08/09/2022	2,184.66	.00
16079	818	00	R & R PRODUCTS INC.	08/09/2022	1,639.63	.00
16080	2861	00	REINKE A/C CORP.	08/09/2022	16,771.56	.00
16081	255	00	RIVER VALLEY AIR CONDITIONING INC.	08/09/2022	9,795.00	.00
16082	2468	00	RON'S TIRE & AUTO	08/09/2022	628.26	.00
16083	3796	00	ROUTE 66 ROADBAND LLC	08/09/2022	348.75	.00
16084	1695	00	SILVER STATE HYDRAULIC SERVICE INC.	08/09/2022	595.91	.00
16085	4001	00	SIMPLOT TURF & HORTICULTURE	08/09/2022	7,232.19	.00
16086	2435	00	T & R ELECTRIC SUPPLY COMPANY INCOR	08/09/2022	2,374.37	.00
16087	779	00	THATCHER COMPANY	08/09/2022	1,163.04	.00

PREPARED 8/01/2022, 13:51:06

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 2
DISBURSEMENT PERIOD 02/2023

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
16088	4008	00	THE PRINTER GUYS, LLC	08/09/2022	723.00	.00
16089	4047	00	TOTAL RESOURCE APPRAISAL CONSULTANT	08/09/2022	1,000.00	.00
16090	772	00	TRI-STATE ACE HARDWARE	08/09/2022	247.78	.00
16091	2798	00	U.S. DEPARTMENT OF ENERGY	08/09/2022	30,415.70	.00
16092	3272	00	ULINE	08/09/2022	3,100.22	.00
16093	3825	00	ULTRA PEST CONTROL, LLC	08/09/2022	45.00	.00
16094	3830	00	UNIFIRST CORPORATION	08/09/2022	854.45	.00
16095	761	00	USABLUBOOK	08/09/2022	1,587.33	.00
16096	326	00	WESTERN ALARM SERVICE INC.	08/09/2022	60.00	.00
16097	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	08/09/2022	1,032.00	.00
16098	3842	00	XIO, INC.	08/09/2022	143.00	.00
16099	1293	00	ZUBRICK T-SHIRTS	08/09/2022	165.00	.00
16100	3828	00	3D-NETWORKS L.L.C.	08/09/2022	10,073.10	.00
NUMBER OF CHECKS			64	GRAND TOTAL	222,828.90	

PREPARED 08/01/2022, 13:59:26

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 48

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
15923*	3709	ADRIAN CHAVEZ	000222		07/26/2022	505-4730-472.55-00	30.50- 30.50- *	VOIDED
16037	2345	A-B COMMUNICATIONS	000518		08/09/2022	510-4410-405.30-25	171.94 171.94 *	171.94
16038	1	AARON GILMER	006623		08/09/2022	503-4720-475.60-32	19.61 19.61 *	19.61
16039	3709	ADRIAN CHAVEZ	000516		08/09/2022	101-2030-423.55-00	64.00 64.00 *	64.00
16040	1924	AHA MACAV POWER SERVICE	000438		08/09/2022	580-4750-473.63-12	652.41 652.41 *	652.41
16041	4014	ASHLEE SMITH	000515		08/09/2022	101-2030-423.55-00	64.00 64.00 *	64.00
16042	4045	BAD BIRDIE GOLF	000437		08/09/2022	507-5762-454.44-10	1,224.00 1,224.00 *	1,224.00
16043	3808	BERNARD J. HATZ	000517		08/09/2022	101-2030-423.55-00	64.00 64.00 *	64.00
16044	178	BIG O TIRES & NAPA AUTO P	000429 000430 000431		08/09/2022 08/09/2022 08/09/2022	511-3021-432.43-24 511-3021-432.43-26 511-3021-432.43-26	150.15 4.08 8.07 162.30 *	162.30
16045	3313	BLUE RIVER WATER CORP.	000442		08/09/2022	507-5761-453.63-00	71.40 71.40 *	71.40
16046	3595	BOOT BARN	000436 000447		08/09/2022 08/09/2022	101-3010-431.60-28 101-3010-431.60-28	211.32 227.58 438.90 *	438.90
16047	7	BORDER STATES INDUSTRIES,	000435		08/09/2022	580-4750-473.60-55	1,507.25 1,507.25 *	1,507.25
16048	3392	BUG EMERGENCY INC.	006688 000432 000533		08/09/2022 08/09/2022 08/09/2022	507-5762-454.43-08 503-4720-475.43-02 507-5762-454.43-08	35.00 48.00 72.00 155.00 *	155.00
16049	3819	BULLHEAD AUTO & MARINE	000433 000434		08/09/2022 08/09/2022	511-3021-432.43-38 101-0000-204.11-00	297.45 124.69 422.14 *	422.14
16050	2403	CDW GOVERNMENT	000534 000535		08/09/2022 08/09/2022	506-4713-477.61-01 101-1040-417.61-09	185.49 191.51	

PREPARED 08/01/2022, 13:59:26

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 48

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
16050	2403	CDW GOVERNMENT	000536		08/09/2022	101-1035-416.61-09	191.51	
			000537		08/09/2022	101-2025-424.61-09	191.51	
			000538		08/09/2022	101-1030-414.61-09	191.51	
							951.53 *	951.53
16051	3136	CITY OF NEEDLES	000530		08/09/2022	580-4750-473.80-43	45,311.58	
			000531		08/09/2022	503-4720-475.80-43	8,299.33	
			000532		08/09/2022	502-4710-471.80-43	12,779.08	
							66,389.99 *	66,389.99
16052	3974	CUTTER & BUCK INC	000539		08/09/2022	507-5762-454.44-10	310.96	
							310.96 *	310.96
16053	440	DECO FOODSERVICE INCORP.	000439		08/09/2022	101-5774-452.65-10	52.07	
							52.07 *	52.07
16054	3580	DIAMOND PURE WATER	000440		08/09/2022	510-4410-405.61-01	34.00	
			000441		08/09/2022	511-3020-432.43-29	19.50	
							53.50 *	53.50
16055	3913	ENTERPRISE FM TRUST	000443		08/09/2022	512-0000-207.02-00	5,692.76	
							5,692.76 *	5,692.76
16056	1	ERIN MANOR APTS/YEO	UT		08/09/2022	501-0000-211.00-00	505.66	
							505.66 *	505.66
16057	3314	FINDLAY MOTOR COMPANY	000444		08/09/2022	511-3021-432.43-26	1,829.20	
			000445		08/09/2022	511-3021-432.43-36	1,829.20	
							3,658.40 *	3,658.40
16058	1	FISHER-KLOSTERMAN, INC.	UT		08/09/2022	501-0000-211.00-00	500.00	
							500.00 *	500.00
16059	1296	FRONTIER	000291		08/09/2022	101-1025-415.52-10	71.87	
			000291		08/09/2022	101-2020-423.52-10	121.51	
			000291		08/09/2022	101-3010-431.52-10	109.37	
			000291		08/09/2022	101-5770-452.52-10	117.12	
			000291		08/09/2022	101-5773-452.52-10	79.96	
			000291		08/09/2022	101-5774-452.52-10	271.28	
			000291		08/09/2022	502-4710-471.52-10	354.60	
			000291		08/09/2022	503-4720-475.52-10	405.33	
			000291		08/09/2022	503-4720-475.52-10	327.05	
			000291		08/09/2022	507-5761-453.52-10	65.07	
			000291		08/09/2022	507-5762-454.52-10	230.53	
			000291		08/09/2022	510-4410-405.52-10	1,055.75	
			000291		08/09/2022	510-4410-405.52-10	80.61	
			000291		08/09/2022	510-4410-405.52-10	231.09	
			000291		08/09/2022	510-4410-405.52-10	245.76	
			000291		08/09/2022	510-4410-405.52-10	614.44	
			000291		08/09/2022	580-4750-473.52-10	370.67	

PREPARED 08/01/2022, 13:59:26

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 48

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
16059	1296	FRONTIER					4,752.01 *	4,752.01
16060	1	G.NELSON	UT		08/09/2022	501-0000-211.00-00	120.39	
							120.39 *	120.39
16061	1	GARRITY, CATHERINE	UT		08/09/2022	501-0000-211.00-00	130.40	
							130.40 *	130.40
16062	4012	GOLFNOW, LLC	000446		08/09/2022	507-5762-454.61-09	295.00	
							295.00 *	295.00
16063	2612	HARDWARE EXPRESS INCORP.	000448		08/09/2022	580-4750-473.43-57	18.78	
			000449		08/09/2022	580-4750-473.43-57	45.22	
			000450		08/09/2022	580-4750-473.60-55	26.59	
			000451		08/09/2022	101-0000-204.11-00	20.07	
			000452		08/09/2022	511-3021-432.43-26	11.97	
			000453		08/09/2022	101-5772-452.61-06	24.13	
			000454		08/09/2022	101-5772-452.61-12	20.14	
			000455		08/09/2022	101-5772-452.43-18	2.66	
			000456		08/09/2022	101-1070-410.43-01	35.67	
			000457		08/09/2022	503-4720-475.43-02	12.27	
			000458		08/09/2022	511-3021-432.43-26	44.01	
			000459		08/09/2022	511-3021-432.43-26	7.15	
			000460		08/09/2022	101-5772-452.61-20	27.48	
			000461		08/09/2022	101-5772-452.60-40	45.01	
			000462		08/09/2022	101-3010-431.61-05	8.14	
			000463		08/09/2022	101-1070-410.43-01	16.37	
			000464		08/09/2022	101-1070-410.43-01	13.81	
			000465		08/09/2022	101-1070-410.43-01	24.05	
			000466		08/09/2022	101-1070-410.43-01	5.31	
			000467		08/09/2022	101-1070-410.43-01	67.15	
			000468		08/09/2022	101-3010-431.43-57	25.57	
			000469		08/09/2022	101-3010-431.43-57	9.21	
			000471		08/09/2022	101-3010-431.43-57	64.48	
			000472		08/09/2022	101-5772-452.43-18	22.06	
			000473		08/09/2022	511-3021-432.43-38	5.91	
			000474		08/09/2022	511-3021-432.43-26	11.06	
			000475		08/09/2022	511-3021-432.43-26	28.50	
			000476		08/09/2022	503-4720-475.60-55	27.62	
			000477		08/09/2022	503-4720-475.60-55	23.19	
			000478		08/09/2022	502-4710-471.60-55	18.80	
			000479		08/09/2022	502-4710-471.60-55	18.42	
			000541		08/09/2022	101-5770-452.43-02	13.64	
			000542		08/09/2022	101-5774-452.43-18	2.48	
			000543		08/09/2022	101-2020-423.43-29	15.35	
			000544		08/09/2022	503-4720-475.43-14	20.46	
							749.99 *	749.99
16064	4000	JARROD DELEON	000481		08/09/2022	507-5761-453.43-04	109.95	
			000482		08/09/2022	507-5761-453.43-17	108.29	

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ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 4

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 48

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
16064	4000	JARROD DELEON	000540		08/09/2022	507-5761-453.43-04	194.74 412.98 *	412.98
16065	2390	JAVELINA TRADING COMPANY	000480		08/09/2022	502-4710-471.60-55	587.30 587.30 *	587.30
16066	3502	KIPPY POULSON	000529		08/09/2022	101-1025-415.31-90	275.00 275.00 *	275.00
16067	734	LAFCO	000505		08/09/2022	101-1030-414.56-03	3,868.98 3,868.98 *	3,868.98
16068	4046	LEGACY CONNECTION	000470		08/09/2022	101-0000-210.00-00	2,500.00 2,500.00 *	2,500.00
16069	1	MARCOTTE, DEBORAH	UT		08/09/2022	501-0000-211.00-00	54.86 54.86 *	54.86
16070	3889	MICHAEL WILLIS	000656		08/09/2022	580-4750-473.52-10	50.00 50.00 *	50.00
16071	139	MOHAVE VALLEY LANDFILL-45	000545		08/09/2022	101-2020-423.58-00	12.15 12.15 *	12.15
16072	1	NEEDLES CHURCH OF THE NAZ	UT		08/09/2022	501-0000-211.00-00	7.12 7.12 *	7.12
16073	1786	NPUA	000402		08/09/2022	580-4750-473.41-11	56.63	
			000403		08/09/2022	580-4750-473.41-11	56.33	
			000404		08/09/2022	580-4750-473.41-11	52.45	
			000405		08/09/2022	580-4750-473.41-11	37.74	
			000406		08/09/2022	503-4720-475.41-10	45.01	
			000407		08/09/2022	503-4720-475.41-20	44.94	
			000408		08/09/2022	502-4710-471.41-10	3,842.59	
			000409		08/09/2022	502-4710-471.41-10	7,917.54	
			000410		08/09/2022	580-4750-473.41-11	31.79	
			000411		08/09/2022	580-4750-473.41-20	32.39	
			000412		08/09/2022	580-4750-473.41-11	35.08	
			000413		08/09/2022	503-4720-475.41-10	60.45	
			000414		08/09/2022	503-4720-475.41-20	44.21	
			000415		08/09/2022	503-4720-475.41-10	36.48	
			000416		08/09/2022	101-5772-452.41-10	47.83	
			000417		08/09/2022	101-5772-452.41-10	32.39	
			000418		08/09/2022	101-5772-452.41-20	982.69	
			000419		08/09/2022	101-5772-452.41-10	43.03	
			000420		08/09/2022	101-5772-452.41-20	232.45	
			000421		08/09/2022	101-5772-452.41-10	51.02	
			000422		08/09/2022	101-5772-452.41-20	243.77	
			000423		08/09/2022	101-5772-452.41-20	73.55	
			000424		08/09/2022	101-5772-452.41-10	298.11	

PREPARED 08/01/2022, 13:59:26

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 5

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 48

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
16073	1786	NPUA	000425		08/09/2022	101-5772-452.41-20	3,173.57	
			000426		08/09/2022	101-1070-410.41-10	1,085.54	
			000427		08/09/2022	101-1070-410.41-20	237.40	
			000428		08/09/2022	101-1070-410.41-30	77.98	
			000546		08/09/2022	507-5761-453.41-20	12,333.48	
			000547		08/09/2022	502-4710-471.41-10	32.39	
			000548		08/09/2022	507-5761-453.41-20	68.05	
			000549		08/09/2022	507-5761-453.41-20	382.17	
			000550		08/09/2022	507-5761-453.41-20	152.60	
							31,841.65 *	31,841.65
16074	3324	OFFICE EXPRESS	000484		08/09/2022	510-4410-405.61-06	97.67	
							97.67 *	97.67
16075	740	OUR TOWN MAGAZINE	000551		08/09/2022	507-5762-454.53-00	372.30	
							372.30 *	372.30
16076	3767	PATRICK MARTINEZ	003725		08/09/2022	101-2030-423.52-10	12.50	
			003726		08/09/2022	101-2025-424.52-10	12.50	
			003727		08/09/2022	101-1035-416.52-10	12.50	
			003728		08/09/2022	101-1040-417.52-10	12.50	
			008652		08/09/2022	101-2030-423.52-10	12.50	
			008653		08/09/2022	101-2025-424.52-10	12.50	
			008654		08/09/2022	101-1035-416.52-10	12.50	
			008655		08/09/2022	101-1040-417.52-10	12.50	
			004377		08/09/2022	101-2030-423.52-10	12.50	
			004378		08/09/2022	101-2025-424.52-10	12.50	
			004379		08/09/2022	101-1035-416.52-10	12.50	
			004380		08/09/2022	101-1040-417.52-10	12.50	
							150.00 *	150.00
16077	1927	PRESTIGE FLAG	000485		08/09/2022	507-5761-453.63-00	1,239.33	
							1,239.33 *	1,239.33
16078	15	QUILL CORP.	000488		08/09/2022	101-1025-415.61-01	133.04	
			000489		08/09/2022	101-1025-415.61-01	23.14	
			000490		08/09/2022	510-4410-405.61-01	1,766.67	
			000492		08/09/2022	508-4810-478.61-01	150.84	
			000493		08/09/2022	101-1040-417.61-02	110.97	
							2,184.66 *	2,184.66
16079	818	R & R PRODUCTS INC.	000499		08/09/2022	507-5761-453.43-04	107.58	
			000500		08/09/2022	507-5761-453.43-17	111.34	
			000501		08/09/2022	507-5761-453.43-04	419.32	
			000554		08/09/2022	507-5761-453.43-17	851.17	
			000555		08/09/2022	507-5761-453.43-17	150.22	
							1,639.63 *	1,639.63
16080	2861	REINKE A/C CORP.	000495		08/09/2022	580-4750-473.54-62	7,964.65	
			000498		08/09/2022	580-4750-473.54-62	8,806.91	

PREPARED 08/01/2022, 13:59:26

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 6
 ACCOUNTING PERIOD 2023/02
 REPORT NUMBER 48

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
16080	2861	REINKE A/C CORP.					16,771.56 *	16,771.56
16081	255	RIVER VALLEY AIR CONDITIO	000494		08/09/2022	580-4750-473.54-62	9,795.00 9,795.00 *	9,795.00
16082	2468	RON'S TIRE & AUTO	000497		08/09/2022	511-3021-432.43-27	628.26 628.26 *	628.26
16083	3796	ROUTE 66 BROADBAND LLC	000496 000524 000553		08/09/2022 08/09/2022 08/09/2022	101-5773-452.52-10 101-1030-414.52-10 509-4910-479.52-13	110.00 100.00 138.75 348.75 *	348.75
16084	1695	SILVER STATE HYDRALIC SER	000504		08/09/2022	511-3021-432.43-36	595.91 595.91 *	595.91
16085	4001	SIMPLOT TURF & HORTICULTU	000502 000503		08/09/2022 08/09/2022	507-5761-453.61-08 507-5761-453.61-11	3,419.99 3,812.20 7,232.19 *	7,232.19
16086	2435	T & R ELECTRIC SUPPLY COM	000513		08/09/2022	580-4750-473.60-55	2,374.37 2,374.37 *	2,374.37
16087	779	THATCHER COMPANY	000512		08/09/2022	502-4710-471.60-32	1,163.04 1,163.04 *	1,163.04
16088	4008	THE PRINTER GUYS, LLC	000486 000487 000511		08/09/2022 08/09/2022 08/09/2022	101-1025-415.61-02 508-4810-478.61-02 508-4810-478.61-02	189.00 475.00 59.00 723.00 *	723.00
16089	4047	TOTAL RESOURCE APPRAISAL	000558		08/09/2022	101-1035-416.31-90	1,000.00 1,000.00 *	1,000.00
16090	772	TRI-STATE ACE HARDWARE	000510		08/09/2022	101-3010-431.60-11	247.78 247.78 *	247.78
16091	2798	U.S. DEPARTMENT OF ENERGY	000523		08/09/2022	580-4750-473.63-10	30,415.70 30,415.70 *	30,415.70
16092	3272	ULINE	000561 000562 000563 000564 000565 000566 000567		08/09/2022 08/09/2022 08/09/2022 08/09/2022 08/09/2022 08/09/2022 08/09/2022	503-4720-475.61-21 580-4750-473.61-21 503-4720-475.61-21 502-4710-471.61-01 580-4750-473.61-21 502-4710-471.61-21 101-5772-452.60-40	553.94 333.70 776.43 384.76 388.99 194.49 467.91 3,100.22 *	3,100.22
16093	3825	ULTRA PEST CONTROL, LLC	000514		08/09/2022	101-5774-452.43-18	45.00	

PREPARED 08/01/2022, 13:59:26

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 7
 ACCOUNTING PERIOD 2023/02
 REPORT NUMBER 48

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
16093	3825	ULTRA PEST CONTROL, LLC					45.00 *	45.00
16094	3830	UNIFIRST CORPORATION	000568		08/09/2022	101-5774-452.61-06	8.56	
			000569		08/09/2022	503-4720-475.61-04	17.70	
			000570		08/09/2022	508-4810-478.61-04	9.68	
			000571		08/09/2022	502-4710-471.61-04	31.32	
			000572		08/09/2022	502-4710-471.61-04	107.26	
			000573		08/09/2022	508-4810-478.61-04	5.94	
			000574		08/09/2022	502-4710-471.61-04	40.63	
			000575		08/09/2022	507-5762-454.43-08	7.49	
			000576		08/09/2022	507-5762-454.43-08	7.49	
			000577		08/09/2022	101-3010-431.61-04	96.68	
			000578		08/09/2022	101-5772-452.61-04	44.65	
			000579		08/09/2022	580-4750-473.61-04	130.90	
			000580		08/09/2022	101-5772-452.61-04	44.65	
			000581		08/09/2022	101-5774-452.61-06	8.56	
			000582		08/09/2022	580-4750-473.61-04	112.20	
			000583		08/09/2022	508-4810-478.61-04	9.68	
			000584		08/09/2022	101-3010-431.61-04	96.68	
			000585		08/09/2022	502-4710-471.61-04	40.63	
			000586		08/09/2022	507-5762-454.43-08	7.49	
			000587		08/09/2022	101-5774-452.61-06	8.56	
			000588		08/09/2022	503-4720-475.61-04	17.70	
							854.45 *	854.45
16095	761	USABBLUEBOOK	000519		08/09/2022	503-4720-475.61-21	974.45	
			000520		08/09/2022	503-4720-475.59-75	438.31	
			000521		08/09/2022	503-4720-475.59-75	104.54	
			000522		08/09/2022	503-4720-475.59-75	70.03	
							1,587.33 *	1,587.33
16096	326	WESTERN ALARM SERVICE INC	000527		08/09/2022	101-5773-452.43-40	60.00	
							60.00 *	60.00
16097	3528	WESTERN ENVIRONMENTAL TES	000526		08/09/2022	503-4720-475.59-75	214.00	
			000559		08/09/2022	503-4720-475.59-75	585.00	
			000560		08/09/2022	503-4720-475.59-75	233.00	
							1,032.00 *	1,032.00
16098	3842	XIO, INC.	000525		08/09/2022	502-4710-471.31-90	143.00	
							143.00 *	143.00
16099	1293	ZUBRICK T-SHIRTS	000528		08/09/2022	503-4720-475.61-04	165.00	
							165.00 *	165.00
16100	3828	3D-NETWORKS LLC	000507		08/09/2022	509-4910-479.31-90	3,240.00	
			000508		08/09/2022	509-4910-479.52-13	1,383.10	
			000509		08/09/2022	509-4910-479.31-53	1,050.00	
			000556		08/09/2022	509-4910-479.31-90	3,250.00	
			000557		08/09/2022	509-4910-479.31-53	1,150.00	

PREPARED08/01/2022, 13:59:26

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

PAGE 8
ACCOUNTING PERIOD 2023/02
REPORT NUMBER 48

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16100	3828	3D-NETWORKS LLC					10,073.10 *	10,073.10
BANK/CHECK TOTAL							222,798.40	222,828.90
ALL BANKS/CHECKS TOTAL							222,798.40	222,828.90

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 29, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	29-Jul	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ 9,685.53		\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ 188.18		\$ 18,709.35	\$219,507
101.1025.415	FINANCE DEPT.	\$ 726.86		\$ 59,902.88	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 349.71		\$ 11,107.01	\$291,344
101.1035.416	PLANNING /ZONING	\$ 107.85		\$ 8,092.62	\$373,159
101.1040.417	ENGINEERING	\$ 172.62		\$ 12,008.30	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ -		\$ 1,959.92	\$59,457
101.2010.421	SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 166.91		\$ 12,360.98	\$233,027
101.2025.424	BULDING & SAFETY	\$ 196.31		\$ 17,690.96	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ 710.86		\$ 32,653.28	\$696,985
101.3010.431	PUBLIC WORKS	\$ 593.40		\$ 30,943.52	\$753,297
101.4730.472	SANITATION	\$ 37.97		\$ 4,395.02	\$166,600
101.5770.452.	AQUATICS	\$ -		\$ 2,287.36	\$194,192
101.5772.452	PARKS	\$ 615.06		\$ 24,059.81	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ 80.98		\$ 8,553.14	\$107,923
101.5774.452	RECREATION	\$ 271.88		\$ 15,301.57	\$371,884
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 13,904.12		\$9,396,381
FUND 205	CDBG		\$ -	\$ -	\$42,692
FUND 206	CEMETERY		\$ 235.37	\$ 6,983.75	\$202,270
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$0
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ 95.70	\$ 937.71	\$281,880
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501	NPUA		\$ 263.19	\$ 263.19	\$2,601,074
FUND 502	WATER DEPARTMENT		\$ 1,754.34	\$ 84,411.86	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT		\$ 817.72	\$ 36,609.98	\$1,241,325
FUND 505	SANITATION		\$ 12.00	\$ 3,655.26	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 90.58	\$ 5,201.83	\$1,041,800
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 106.00		\$ 9,071.31	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 59.00		\$ 2,582.47	\$370,454
FUND 507	GOLF FUND TOTAL		\$ 165.00		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 734.14	\$ 24,689.89	\$455,807
FUND 509	MIS		\$ -	\$ 7,755.66	\$257,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 968.99	\$414,950
FUND 511	FLEET MANAGEMENT		\$ 200.03	\$ 11,910.83	\$281,078
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$97,098
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$22,274
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,115.00	\$614,438
FUND 580	ELECTRIC		\$ 4,735.79	\$ 205,444.12	\$12,406,721
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ 2,603.10	\$ 2,603.10	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 25,611.08	\$ 684,547.21	\$35,185,928

I certify that the expenditures/purchases to be paid by the warrants on this list have complied v \$ -
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

Sylvia Miledi, Director of Finance

Date

Kippy Poolson, City Treasurer

Date

PREPARED 7/27/2022, 14:11:15

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 01/2023

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
15972	3709	00	ADRIAN CHAVEZ	07/29/2022	50.00	.00
15973	3688	00	ALBERT PONCE	07/29/2022	50.00	.00
15974	2385	00	ALLIANT INSURANCE SERVICES, INC	07/29/2022	1,177.00	.00
15975	1	00	AMES CONSTRUCTION	07/29/2022	33.20	.00
15976	1	00	AZ AGRICULTURE MANAGEMENT LLC	07/29/2022	3,396.21	.00
15977	1	00	BATES, CHERI J.	07/29/2022	8.81	.00
15978	4022	00	BENEFIT COORDINATORS CORPORATION	07/29/2022	2,891.70	.00
15979	3870	00	BRYAN HICKSTEIN	07/29/2022	50.00	.00
15980	1	00	CHESLEY, BRANDON M	07/29/2022	42.00	.00
15981	3286	00	COLONIAL LIFE	07/29/2022	4,088.85	.00
15982	1	00	CORTEZ, YADER	07/29/2022	177.25	.00
15983	2931	00	DALE JONES	07/29/2022	50.00	.00
15984	322	00	FRANK VALENZUELA JR.	07/29/2022	50.00	.00
15985	1305	00	GREAT WEST LIFE	07/29/2022	4,199.00	.00
15986	3634	00	GREAT-WEST LIFE & ANNUITY	07/29/2022	738.58	.00
15987	2879	00	JENNIFER VALENZUELA	07/29/2022	50.00	.00
15988	638	00	JESSE FRAGOSO	07/29/2022	50.00	.00
15989	325	00	JIM WILLIS	07/29/2022	50.00	.00
15990	3978	00	JOSE SANCHEZ	07/29/2022	50.00	.00
15991	1	00	JOSHUA SIMON	07/29/2022	56.00	.00
15992	1	00	JOSHUA SIMONS	07/29/2022	2,547.10	.00
15993	2222	00	JUSTIN SCOTT	07/29/2022	50.00	.00
15994	3512	00	KIMBERLY MITCHELL	07/29/2022	50.00	.00
15995	3889	00	MICHAEL WILLIS	07/29/2022	100.00	.00
15996	3458	00	MUTUAL OF OMAHA	07/29/2022	3,178.99	.00
15997	3767	00	PATRICK MARTINEZ	07/29/2022	50.00	.00
15998	3654	00	RAINIE TORRANCE	07/29/2022	50.00	.00
15999	3953	00	RONNY SOMMERS	07/29/2022	50.00	.00
16000	1	00	ROWE, GENE	07/29/2022	1.93	.00
16001	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/29/2022	1,262.51	.00
16002	3851	00	SY FOLEY	07/29/2022	50.00	.00
16003	3432	00	SYLVIA MILEDI	07/29/2022	50.00	.00
16004	2744	00	THOMAS DELEON	07/29/2022	50.00	.00
16005	2817	00	TONY RUBALCABA	07/29/2022	50.00	.00
16006	3695	00	VINCE GARZA	07/29/2022	50.00	.00
16007	1217	00	VISION SERVICE PLAN	07/29/2022	761.95	.00
NUMBER OF CHECKS				36	GRAND TOTAL	25,611.08

PREPARED 07/27/2022, 14:17:41

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 1
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 33

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
15972	3709	ADRIAN CHAVEZ	002140		07/29/2022	101-2030-423.52-10	50.00 50.00 *	50.00 FY 23
15973	3688	ALBERT PONCE	002149		07/29/2022	502-4710-471.52-10	50.00 50.00 *	50.00 FY 23
15974	2385	ALLIANT INSURANCE SERVICE	000379		07/29/2022	101-1020-413.51-12	24.00	
			000380		07/29/2022	101-1025-415.51-12	71.00	
			000381		07/29/2022	101-1030-414.51-12	24.00	
			000382		07/29/2022	101-1035-416.51-12	24.00	
			000383		07/29/2022	101-2020-423.51-12	24.00	
			000384		07/29/2022	101-2025-424.51-12	24.00	
			000385		07/29/2022	101-2030-423.51-12	24.00	
			000386		07/29/2022	101-3010-431.51-12	129.00	
			000387		07/29/2022	101-5772-452.51-12	82.00	
			000388		07/29/2022	101-5774-452.51-12	35.00	
			000389		07/29/2022	206-5771-452.51-12	24.00	
			000390		07/29/2022	502-4710-471.51-12	153.00	
			000391		07/29/2022	503-4720-475.51-12	106.00	
			000392		07/29/2022	505-4730-472.51-12	12.00	
			000393		07/29/2022	507-5761-453.51-12	106.00	
			000394		07/29/2022	507-5762-454.51-12	59.00	
			000395		07/29/2022	580-4750-473.51-12	256.00	
							1,177.00 *	1,177.00 FY 23
15975	1	AMES CONSTRUCTION	UT		07/29/2022	501-0000-211.00-00	33.20 33.20 *	33.20 FY 23
15976	1	AZ AGRICULTURE MANAGEMENT	005760		07/29/2022	101-0000-204.57-00	3,361.16	
			006534		07/29/2022	101-0000-204.20-00	35.05	
							3,396.21 *	3,396.21 FY 23
15977	1	BATES, CHERI J.	UT		07/29/2022	501-0000-211.00-00	8.81 8.81 *	8.81 FY 23
15978	4022	BENEFIT COORDINATORS CORP	000318		07/29/2022	101-1020-413.24-10	69.31	
			000319		07/29/2022	101-1025-415.24-10	273.60	
			000320		07/29/2022	101-1030-414.24-10	142.27	
			000321		07/29/2022	101-1035-416.24-10	22.80	
			000322		07/29/2022	101-1040-417.24-10	68.40	
			000323		07/29/2022	101-2025-424.24-10	57.50	
			000324		07/29/2022	101-2030-423.24-10	296.40	
			000325		07/29/2022	101-3010-431.24-10	159.22	
			000326		07/29/2022	101-4730-472.24-10	10.41	
			000327		07/29/2022	101-5772-452.24-10	280.54	
			000328		07/29/2022	101-5773-452.24-10	45.60	
			000329		07/29/2022	101-5774-452.24-10	82.08	
			000330		07/29/2022	206-5771-452.24-10	126.26	
			000331		07/29/2022	270-4631-463.24-10	36.48	
			000332		07/29/2022	502-4710-471.24-10	262.48	

PREPARED 07/27/2022, 14:17:41

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 33

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
15978	4022	BENEFIT COORDINATORS CORP	000333		07/29/2022	503-4720-475.24-10	155.86	
			000334		07/29/2022	506-4713-477.24-10	18.44	
			000335		07/29/2022	508-4810-478.24-10	138.80	
			000336		07/29/2022	511-3020-432.24-10	62.06	
			000337		07/29/2022	580-4750-473.24-10	583.19	
							2,891.70 *	2,891.70 FY 23
15979	3870	BRYAN HICKSTEIN	002146		07/29/2022	502-4710-471.52-10	50.00	
							50.00 *	50.00 FY 23
15980	1	CHESLEY, BRANDON M	UT		07/29/2022	501-0000-211.00-00	42.00	
							42.00 *	42.00 FY 23
15981	3286	COLONIAL LIFE	000313		07/29/2022	101-0000-209.03-01	3,225.69	
			000314		07/29/2022	502-0000-209.03-01	130.92	
			000315		07/29/2022	503-0000-209.03-01	293.73	
			000316		07/29/2022	508-0000-209.03-01	295.32	
			000317		07/29/2022	580-0000-209.03-01	143.19	
							4,088.85 *	4,088.85 FY 23
15982	1	CORTEZ, YADER	UT		07/29/2022	501-0000-211.00-00	177.25	
							177.25 *	177.25 FY 23
15983	2931	DALE JONES	002130		07/29/2022	101-1030-414.52-10	50.00	
							50.00 *	50.00 FY 23
15984	322	FRANK VALENZUELA JR.	002128		07/29/2022	502-4710-471.52-10	50.00	
							50.00 *	50.00 FY 23
15985	1305	GREAT WEST LIFE & ANNUITY	000303		07/29/2022	101-0000-209.03-01	1,970.00	
			000304		07/29/2022	502-0000-209.03-01	275.00	
			000305		07/29/2022	580-0000-209.03-01	1,954.00	
							4,199.00 *	4,199.00 FY 23
15986	3634	GREAT-WEST LIFE & ANNUITY	000295		07/29/2022	101-0000-209.01-00	38.13	
			000296		07/29/2022	101-0000-209.01-00	24.27	
			000297		07/29/2022	101-0000-209.01-00	213.04	
			000298		07/29/2022	101-0000-209.01-00	46.50	
			000299		07/29/2022	580-0000-209.01-00	174.52	
			000300		07/29/2022	580-0000-209.01-00	60.36	
			000301		07/29/2022	580-0000-209.01-00	53.93	
			000302		07/29/2022	580-0000-209.01-00	127.83	
							738.58 *	738.58 FY 23
15987	2879	JENNIFER VALENZUELA	002126		07/29/2022	101-5774-452.52-10	50.00	
							50.00 *	50.00 FY 23
15988	638	JESSE FRAGOSO	002144		07/29/2022	101-3010-431.52-10	50.00	
							50.00 *	50.00 FY 23

PREPARED 07/27/2022, 14:17:41

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 33

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
15989	325	JIM WILLIS	002129		07/29/2022	580-4750-473.52-10	50.00 50.00 *	50.00 FY23
15990	3978	JOSE SANCHEZ	002141		07/29/2022	502-4710-471.52-10	50.00 50.00 *	50.00 FY23
15991	1	JOSHUA SIMON	000281 000282		07/29/2022 07/29/2022	651-4720-475.69-83 651-4720-475.69-85	10.12 45.88 56.00 *	56.00 FY23
15992	1	JOSHUA SIMONS	000283		07/29/2022	651-4720-475.69-90	2,547.10 2,547.10 *	2,547.10 FY23
15993	2222	JUSTIN SCOTT	002125		07/29/2022	580-4750-473.52-10	50.00 50.00 *	50.00 FY23
15994	3512	KIMBERLY MITCHELL	006143		07/29/2022	508-4810-478.52-10	50.00 50.00 *	50.00 FY23
15995	3889	MICHAEL WILLIS	004376 002132		07/29/2022 07/29/2022	580-4750-473.52-10 580-4750-473.52-10	50.00 50.00 100.00 *	100.00 FY23
15996	3458	MUTUAL OF OMAHA	000338 000339 000340 000341 000342 000343 000344 000345 000346 000347 000348 000349 000350 000351 000352 000353 000354 000355 000356 000357 000358		07/29/2022 07/29/2022	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2020-423.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5773-452.24-10 101-5774-452.24-10 206-5771-452.24-10 270-4631-463.24-10 502-4710-471.24-10 503-4720-475.24-10 506-4713-477.24-10 508-4810-478.24-10 511-3020-432.24-10 580-4750-473.24-10	76.98 263.58 96.27 41.47 70.48 92.91 84.34 248.44 209.06 24.29 186.39 26.23 79.31 62.36 52.90 485.76 126.88 66.99 166.82 89.39 628.14 3,178.99 *	3,178.99
15997	3767	PATRICK MARTINEZ	002133 002134 002135 002136		07/29/2022 07/29/2022 07/29/2022 07/29/2022	101-2030-423.52-10 101-2025-424.52-10 101-1035-416.52-10 101-1040-417.52-10	12.50 12.50 12.50 12.50	

PREPARED 07/27/2022, 14:17:41

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 4

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 33

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
15997	3767	PATRICK MARTINEZ					50.00 *	50.00 FY 23
15998	3654	RAINIE TORRANCE	002137		07/29/2022	502-4710-471.52-10	16.67 FY 23	
			002138		07/29/2022	503-4720-475.52-10	16.66 FY 23	
			002139		07/29/2022	580-4750-473.52-10	16.67 FY 23	
							50.00 *	50.00
15999	3953	RONNY SOMMERS	002127		07/29/2022	580-4750-473.52-10	50.00	
							50.00 *	50.00 FY 23
16000	1	ROWE, GENE	UT		07/29/2022	501-0000-211.00-00	1.93	
							1.93 *	1.93 FY 23
16001	1199	SBPEA TEAMSTERS LOCAL 193	000292		07/29/2022	101-0000-209.03-01	298.57 FY 23	
			000293		07/29/2022	502-0000-209.03-01	47.52 FY 23	
			000294		07/29/2022	580-0000-209.03-01	54.62 FY 23	
			000306		07/29/2022	101-0000-209.03-01	473.12 FY 23	
			000307		07/29/2022	502-0000-209.03-01	119.52 FY 23	
			000308		07/29/2022	503-0000-209.03-01	24.44 FY 23	
			000310		07/29/2022	508-0000-209.03-01	39.64 FY 23	
			000311		07/29/2022	511-0000-209.03-01	32.95 FY 23	
			000312		07/29/2022	580-0000-209.03-01	172.13 FY 23	
							1,262.51 *	1,262.51
16002	3851	SY FOLEY	002143		07/29/2022	503-4720-475.52-10	50.00	
							50.00 *	50.00 FY 23
16003	3432	SYLVIA MILEDI	002151		07/29/2022	101-1025-415.52-10	50.00	
							50.00 *	50.00 FY 23
16004	2744	THOMAS DELEON	002142		07/29/2022	580-4750-473.52-10	50.00	
							50.00 *	50.00 FY 23
16005	2817	TONY RUBALCABA	002131		07/29/2022	101-2020-423.52-10	50.00	
							50.00 *	50.00 FY 23
16006	3695	VINCE GARZA	002145		07/29/2022	580-4750-473.52-10	50.00	
							50.00 *	50.00 FY 23
16007	1217	VISION SERVICE PLAN	000359		07/29/2022	101-1020-413.24-10	17.89 FY 23	
			000360		07/29/2022	101-1025-415.24-10	68.68 FY 23	
			000361		07/29/2022	101-1030-414.24-10	37.17 FY 23	
			000362		07/29/2022	101-1035-416.24-10	7.08 FY 23	
			000363		07/29/2022	101-1040-417.24-10	21.24 FY 23	
			000364		07/29/2022	101-2025-424.24-10	17.97 FY 23	
			000365		07/29/2022	101-2030-423.24-10	79.52 FY 23	
			000366		07/29/2022	101-3010-431.24-10	46.12 FY 23	
			000367		07/29/2022	101-4730-472.24-10	3.27 FY 23	
			000368		07/29/2022	101-5772-452.24-10	66.13 FY 23	
			000369		07/29/2022	101-5773-452.24-10	9.15 FY 23	

PREPARED 07/27/2022, 14:17:41

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 5

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 33

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
16007	1217	VISION SERVICE PLAN	000370		07/29/2022	101-5774-452.24-10	25.49 FV 23	
			000371		07/29/2022	206-5771-452.24-10	22.75 FV 23	
			000372		07/29/2022	270-4631-463.24-10	6.32 FV 23	
			000373		07/29/2022	502-4710-471.24-10	63.47 FV 23	
			000374		07/29/2022	503-4720-475.24-10	44.15 FV 23	
			000375		07/29/2022	506-4713-477.24-10	5.15 FV 23	
			000376		07/29/2022	508-4810-478.24-10	43.56 FV 23	
			000377		07/29/2022	511-3020-432.24-10	15.63 FV 23	
			000378		07/29/2022	580-4750-473.24-10	161.21 FV 23	
							761.95 *	761.95
						BANK/CHECK TOTAL	25,611.08	25,611.08
						ALL BANKS/CHECKS TOTAL	25,611.08	25,611.08

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 29, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	29-Jul	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 18,709.35	\$219,507
101.1025.415	FINANCE DEPT.	\$ -		\$ 59,902.88	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 11,107.01	\$291,344
101.1035.416	PLANNING /ZONING	\$ -		\$ 8,092.62	\$373,159
101.1040.417	ENGINEERING	\$ -		\$ 12,008.30	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ -		\$ 1,959.92	\$59,457
101.2010.421	SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 12,360.98	\$233,027
101.2025.424	BULDING & SAFETY	\$ -		\$ 17,690.96	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 32,653.28	\$696,985
101.3010.431	PUBLIC WORKS	\$ -		\$ 30,943.52	\$753,297
101.4730.472	SANITATION	\$ -		\$ 4,395.02	\$166,600
101.5770.452.	AQUATICS	\$ 27.08		\$ 2,314.44	\$194,192
101.5772.452	PARKS	\$ 392.35		\$ 24,452.16	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 8,553.14	\$107,923
101.5774.452	RECREATION	\$ -		\$ 15,301.57	\$371,884
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 419.43		\$9,396,381
FUND 205	CDBG		\$ -	\$ -	\$42,692
FUND 206	CEMETERY		\$ -	\$ 6,983.75	\$202,270
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$0
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 937.71	\$281,880
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501	NPUA		\$ -	\$ 263.19	\$2,601,074
FUND 502	WATER DEPARTMENT		\$ -	\$ 84,411.86	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 36,609.98	\$1,241,325
FUND 505	SANITATION		\$ -	\$ 3,655.26	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 5,201.83	\$1,041,800
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 9,071.31	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 2,582.47	\$370,454
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -		\$ 24,689.89	\$455,807
FUND 509	MIS		\$ -	\$ 7,755.66	\$257,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 968.99	\$414,950
FUND 511	FLEET MANAGEMENT		\$ -	\$ 11,910.83	\$281,078
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$97,098
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$22,274
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,115.00	\$614,438
FUND 580	ELECTRIC		\$ -	\$ 205,444.12	\$12,406,721
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 2,603.10	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 419.43	\$ 684,966.64	\$35,185,928

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

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

PREPARED 7/28/2022, 9:28:30

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 01/2023

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
FY 23 16008	2879	00	JENNIFER VALENZUELA	07/29/2022	419.43	.00
NUMBER OF CHECKS				1	GRAND TOTAL	419.43

PREPARED 07/28/2022, 9:38:46

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
ACCOUNTING PERIOD 2023/01
REPORT NUMBER 34

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
16008	2879	JENNIFER VALENZUELA	000396		07/29/2022	101-5774-452.69-19	56.00	
			000397		07/29/2022	101-5774-452.65-10	209.68	
			000398		07/29/2022	101-5770-452.60-24	27.08	
			000399		07/29/2022	101-5774-452.49-01	96.00	
			000400		07/29/2022	101-5774-452.60-24	30.67	
							419.43 *	419.43 FV23
						BANK/CHECK TOTAL	419.43	419.43
						ALL BANKS/CHECKS TOTAL	419.43	419.43

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 26, 2022**

		DEPT. AMT.	FUND AMT.	26-Jul	22-23 BUDGET
FUND 101	GENERAL FUND	\$ 124.98			
101.1015.412	CITY ATTORNEY	\$ -		\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 18,521.17	\$219,507
101.1025.415	FINANCE DEPT.	\$ 160.00		\$ 59,176.02	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 2,700.00		\$ 10,751.30	\$291,344
101.1035.416	PLANNING /ZONING	\$ -		\$ 7,984.77	\$373,159
101.1040.417	ENGINEERING	\$ -		\$ 11,835.68	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ -		\$ 1,959.92	\$59,457
101.2010.421	SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 172.39		\$ 12,194.07	\$233,027
101.2025.424	BUILDING & SAFETY	\$ -		\$ 17,494.65	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ 2,859.55		\$ 31,942.42	\$696,985
101.3010.431	PUBLIC WORKS	\$ -		\$ 30,350.12	\$753,297
101.4730.472	SANITATION			\$ 1,821.06	\$166,600
101.5770.452.	AQUATICS	\$ 137.35		\$ 2,287.36	\$194,192
101.5772.452	PARKS			\$ 6,667.65	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ 33.78		\$ 8,472.16	\$107,923
101.5774.452	RECREATION	\$ 459.46		\$ 15,029.69	\$371,884
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 6,647.51		\$9,396,381
FUND 205	CDBG		\$ -	\$ -	\$42,692
FUND 206	CEMETERY		\$ -	\$ 6,748.38	\$202,270
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$0
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 842.01	\$281,880
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501	NPUA		\$ 81.02	\$ 81.02	\$2,601,074
FUND 502	WATER DEPARTMENT		\$ 221.82	\$ 83,230.48	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT		\$ 1,916.09	\$ 36,110.43	\$1,241,325
FUND 505	SANITATION		\$ -	\$ 3,643.26	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 14.99	\$ 420.96	\$1,041,800
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 8,965.31	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 2,523.47	\$370,454
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ -	\$ 24,290.71	\$455,807
FUND 509	MIS		\$ -	\$ 7,755.66	\$257,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 968.99	\$414,950
FUND 511	FLEET MANAGEMENT		\$ -	\$ 11,743.75	\$281,078
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$97,098
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$22,274
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,115.00	\$614,438
FUND 580	ELECTRIC		\$ 273.28	\$ 203,498.91	\$12,406,721
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 9,154.71	\$ 648,742.92	\$35,185,928

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

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

PREPARED 7/26/2022, 15:42:31

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 01/2023

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
15969	1	00	DOCK, KARA	07/26/2022	81.02	.00
15970	3651	00	WELLS FARGO	07/26/2022	9,073.69	.00
NUMBER OF CHECKS			2	GRAND TOTAL	9,154.71	

PREPARED 7/26/2022, 15:42:31

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 01/2023

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
15969	1	00	DOCK, KARA	07/26/2022	81.02	.00
15970	3651	00	WELLS FARGO	07/26/2022	9,073.69	.00
NUMBER OF CHECKS				2	GRAND TOTAL	9,154.71

PREPARED 07/26/2022, 15:51:26

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 31

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
15970	3651	WELLS FARGO	000263		07/26/2022	503-4720-475.61-33	1,914.19	
			000264		07/26/2022	580-4750-473.61-21	183.16	
			000270		07/26/2022	101-1025-415.56-00	160.00	
			000271		07/26/2022	580-4750-473.61-21	88.22	
			000274		07/26/2022	101-2020-423.61-36	172.39	
			000275		07/26/2022	101-0000-204.06-00	124.98	
							9,073.69 *	9,073.69
						BANK/CHECK TOTAL	.00	9,154.71
						ALL BANKS/CHECKS TOTAL		9,154.71

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 26, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	26-Jul	22-23 BUDGET
		\$ 2,240.00			
101.1015.412	CITY ATTORNEY	\$ 198.56		\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 1,376.38	\$219,507
101.1025.415	FINANCE DEPT.	\$ 165.00		\$ 6,599.47	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 97.66		\$ 3,200.08	\$291,344
101.1035.416	PLANNING /ZONING	\$ -		\$ 509.03	\$373,159
101.1040.417	ENGINEERING	\$ -		\$ 1,405.85	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ 93.95		\$ 93.95	\$59,457
101.2010.421	SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 240.00		\$ 562.91	\$233,027
101.2025.424	BULDING & SAFETY	\$ -		\$ 983.98	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ 220.00		\$ 7,927.93	\$696,985
101.3010.431	PUBLIC WORKS	\$ 709.20		\$ 3,733.04	\$753,297
101.4730.472	SANITATION	\$ 1,585.69		\$ 1,821.06	\$166,600
101.5770.452.	AQUATICS	\$ -		\$ 87.28	\$194,192
101.5772.452	PARKS	\$ 801.64		\$ 6,667.65	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 748.23	\$107,923
101.5774.452	RECREATION	\$ 138.53		\$ 1,526.46	\$371,884
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 6,490.23		\$9,396,381
FUND 205	CDBG		\$ -	\$ -	\$42,692
FUND 206	CEMETERY		\$ 100.00	\$ 2,173.51	\$202,270
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$0
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 671.56	\$281,880
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501	NPUA		\$ -	\$ -	\$2,601,074
FUND 502	WATER DEPARTMENT		\$ 3,101.01	\$ 18,879.75	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT		\$ 5,486.14	\$ 13,628.47	\$1,241,325
FUND 505	SANITATION		\$ 30.50	\$ 3,775.09	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 420.96	\$1,041,800
FUND 507	GOLF FUND	\$ 230.00			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 564.33		\$ 423.27	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 74.06		\$ 2,523.47	\$370,454
FUND 507	GOLF FUND TOTAL		\$ 868.39		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 350.45	\$ 4,252.34	\$455,807
FUND 509	MIS		\$ 3,375.00	\$ 7,755.66	\$257,370
FUND 510	ADMIN. FACILITY		\$ 941.26	\$ 1,118.99	\$414,950
FUND 511	FLEET MANAGEMENT		\$ 533.95	\$ 1,884.27	\$281,078
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$97,098
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$22,274
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,115.00	\$614,438
FUND 580	ELECTRIC		\$ 17,026.37	\$ 104,647.56	\$12,406,721
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 38,303.30	\$ 220,829.74	\$35,185,928

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

Rick Daniels, City Manager

Date

Kippy Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 7/18/2022, 8:39:12

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 01/2023

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
15923	3709	00	ADRIAN CHAVEZ	07/26/2022	30.50	.00
15924	2629	00	BARON PEST SOLUTIONS	07/26/2022	133.00	.00
15925	3973	00	BARON SECURITY SOLUTIONS	07/26/2022	230.00	.00
15926	178	00	BIG O TIRES & NAPA AUTO PARTS	07/26/2022	311.35	.00
15927	7	00	BORDER STATES INDUSTRIES, INC.	07/26/2022	405.65	.00
15928	2590	00	COLORADO RIVER PLUMBING INC.	07/26/2022	382.00	.00
15929	455	00	CULLIGAN WATER COND.	07/26/2022	44.80	.00
15930	440	00	DECO FOODSERVICE INCORP.	07/26/2022	206.20	.00
15931	3580	00	DIAMOND PURE WATER	07/26/2022	48.50	.00
15932	501	00	DOI-BOR-REGION: LOWER COLORADO	07/26/2022	13,734.65	.00
15933	3682	00	EPIC ENGINEERING	07/26/2022	2,240.00	.00
15934	2900	00	EXTREME IRON WELDING	07/26/2022	150.00	.00
15935	1296	00	FRONTIER	07/26/2022	232.89	.00
15936	4043	00	GLOBAL CHEMICALS INC	07/26/2022	1,479.56	.00
15937	324	00	GRAINGER	07/26/2022	1,606.57	.00
15938	3451	00	GREENS ELECTRIC, LLC	07/26/2022	4,483.89	.00
15939	2612	00	HARDWARE EXPRESS INCORP.	07/26/2022	343.45	.00
15940	3864	00	HORIZON TECHNOLOGIES INC.	07/26/2022	980.00	.00
15941	3283	00	LOWE'S	07/26/2022	644.46	.00
15942	218	00	NEWS WEST PUBLISHING CO.	07/26/2022	97.66	.00
15943	3315	00	ONLINE INFORMATION SERVICE	07/26/2022	102.90	.00
15944	15	00	QUILL CORP.	07/26/2022	434.23	.00
15945	2861	00	REINKE A/C CORP.	07/26/2022	170.00	.00
15946	3796	00	ROUTE 66 BROADBAND LLC	07/26/2022	170.00	.00
15947	2687	00	S.B. COUNTY FIRE DEPARTMENT	07/26/2022	1,585.69	.00
15948	1	00	STARLA WALTERS	07/26/2022	100.00	.00
15949	779	00	THATCHER COMPANY	07/26/2022	2,749.00	.00
15950	231	00	THE MERLIN GROUP	07/26/2022	564.33	.00
15951	4008	00	THE PRINTER GUYS, LLC	07/26/2022	334.00	.00
15952	3266	00	TRI STATE TOOL REPAIR	07/26/2022	518.46	.00
15953	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	07/26/2022	94.15	.00
15954	3830	00	UNIFIRST CORPORATION	07/26/2022	320.41	.00
15955	1293	00	ZUBRICK T-SHIRTS	07/26/2022	150.00	.00
15956	3828	00	3D-NETWORKS L.L.C.	07/26/2022	3,375.00	.00
NUMBER OF CHECKS				34	GRAND TOTAL	38,453.30

PREPARED 07/18/2022, 8:43:34

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 1
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 12

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
10365*	3973	BARON SECURITY SOLUTIONS	007825		04/28/2020	510-4410-405.43-04	150.00- 150.00- *	VOIDED
15923	3709	ADRIAN CHAVEZ	000222		07/26/2022	505-4730-472.55-00	30.50 30.50 *	30.50
15924	2629	BARON PEST SOLUTIONS	000095 000100		07/26/2022 07/26/2022	510-4410-405.43-01 511-3020-432.43-29	95.00 38.00 133.00 *	133.00
15925	3973	BARON SECURITY SOLUTIONS	000228		07/26/2022	507-5761-453.43-40	230.00 230.00 *	230.00
15926	178	BIG O TIRES & NAPA AUTO P	000091 000092 000093 000094 000101 000102 000103 000104 000224 000225 000226		07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022	503-4720-475.60-55 503-4720-475.60-55 503-4720-475.60-55 503-4720-475.60-55 511-3020-432.61-28 511-3021-432.43-38 511-3021-432.43-26 511-3021-432.43-27 511-3021-432.43-26 511-3020-432.61-14 511-3021-432.43-38	5.15 19.37 3.79 8.62 8.96 13.67 7.78 31.78 9.24 155.07 47.92 311.35 *	311.35
15927	7	BORDER STATES INDUSTRIES,	000227		07/26/2022	580-4750-473.60-55	405.65 405.65 *	405.65
15928	2590	COLORADO RIVER PLUMBING I	000096 000153		07/26/2022 07/26/2022	510-4410-405.43-01 510-4410-405.43-01	272.00 110.00 382.00 *	382.00
15929	455	CULLIGAN WATER COND.	000105		07/26/2022	511-3020-432.43-29	44.80 44.80 *	44.80
15930	440	DECO FOODSERVICE INCORP.	000097 000107 000230		07/26/2022 07/26/2022 07/26/2022	507-5762-454.61-06 101-5772-452.61-06 101-5774-452.65-10	74.06 78.61 53.53 206.20 *	206.20
15931	3580	DIAMOND PURE WATER	000106 000229		07/26/2022 07/26/2022	511-3020-432.43-29 503-4720-475.60-55	17.00 31.50 48.50 *	48.50
15932	501	DOI-BOR-REGION: LOWER COL	000160		07/26/2022	580-4750-473.63-10	13,734.65 13,734.65 *	13,734.65
15933	3682	EPIC ENGINEERING	009541		07/26/2022	101-0000-204.03-01	2,240.00 2,240.00 *	2,240.00

PREPARED 07/18/2022, 8:43:34

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 2
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 12

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
15934	2900	EXTREME IRON WELDING	000231		07/26/2022	503-4720-475.43-02	150.00 150.00 *	150.00
15935	1296	FRONTIER	000098 000099		07/26/2022 07/26/2022	101-5772-452.52-10 510-4410-405.52-10	137.86 95.03 232.89 *	232.89
15936	4043	GLOBAL CHEMICALS INC	000164		07/26/2022	503-4720-475.43-14	1,479.56 1,479.56 *	1,479.56
15937	324	GRAINGER	000110 000232 000233 000234		07/26/2022 07/26/2022 07/26/2022 07/26/2022	503-4720-475.60-55 580-4750-473.43-57 580-4750-473.43-57 580-4750-473.60-55	110.02 18.12 405.78 1,072.65 1,606.57 *	1,606.57
15938	3451	GREENS ELECTRIC, LLC	000108 000109 009542 009543 009544 009545 009546 009547 009548 009549 009550 009551 009552 009553		07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022	580-4750-473.60-55 580-4750-473.60-55 503-4720-475.43-02 503-4720-475.43-02 503-4720-475.60-55 503-4720-475.43-14 503-4720-475.43-14 503-4720-475.43-14 503-4720-475.43-14 503-4720-475.43-14 503-4720-475.43-14 503-4720-475.43-04 101-2020-423.43-42 101-2020-423.43-29 503-4720-475.43-14	101.18 969.75 218.78 20.99 1,493.42 35.68 71.84 183.78 14.05 338.34 67.11 195.61 2.95 770.41 4,483.89 *	4,483.89
15939	2612	HARDWARE EXPRESS INCORP.	009416 000111 000112 000113 000114 000115 000116 000117 000118 000119 000120 000121 000122 000123 000124 000125		07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022 07/26/2022	503-4720-475.60-55 101-1070-410.43-01 101-1070-410.43-01 101-1070-410.43-01 101-1070-410.43-01 101-1070-410.43-01 101-3010-431.43-57 101-3010-431.43-57 101-3010-431.43-57 101-5772-452.43-18 511-3021-432.43-36 511-3021-432.43-38 511-3021-432.43-26 511-3021-432.43-26 503-4720-475.60-55 503-4720-475.60-55	14.32 16.37- 13.81 24.05 5.31 67.15 25.57 9.21 64.48 22.06 17.58 5.91 11.06 28.50 27.62 23.19 343.45 *	343.45

PREPARED 07/18/2022, 8:43:34

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 3
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 12

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
15940	3864	HORIZON TECHNOLOGIES INC.	000127		07/26/2022	101-2020-423.52-10	70.00	
			000128		07/26/2022	101-2030-423.52-10	70.00	
			000129		07/26/2022	508-4810-478.52-10	70.00	
			000130		07/26/2022	503-4720-475.52-10	140.00	
			000131		07/26/2022	502-4710-471.52-10	280.00	
			000132		07/26/2022	580-4750-473.52-10	175.00	
			000133		07/26/2022	101-3010-431.52-10	175.00	
							980.00	980.00
15941	3283	LOWE'S	009585		07/26/2022	503-4720-475.60-55	209.52	
			009586		07/26/2022	101-3010-431.60-13	434.94	
							644.46	644.46
15942	218	NEWS WEST PUBLISHING CO.	000237		07/26/2022	101-1030-414.31-70	97.66	
							97.66	97.66
15943	3315	ONLINE INFORMATION SERVIC	009554		07/26/2022	508-4810-478.31-46	102.90	
							102.90	102.90
15944	15	QUILL CORP.	000145		07/26/2022	510-4410-405.61-01	224.01	
			000146		07/26/2022	510-4410-405.61-31	155.96	
			000147		07/26/2022	510-4410-405.61-01	54.26	
							434.23	434.23
15945	2861	REINKE A/C CORP.	000148		07/26/2022	101-2020-423.43-29	85.00	
			000149		07/26/2022	510-4410-405.43-01	85.00	
							170.00	170.00
15946	3796	ROUTE 66 BROADBAND LLC	000150		07/26/2022	101-2020-423.52-10	85.00	
			000151		07/26/2022	101-5774-452.52-10	85.00	
							170.00	170.00
15947	2687	S.B. COUNTY FIRE DEPARTME	000152		07/26/2022	101-4730-472.49-16	1,585.69	
							1,585.69	1,585.69
15948	1	STARLA WALTERS	009587		07/26/2022	206-5771-345.01-00	100.00	
							100.00	100.00
15949	779	THATCHER COMPANY	009486		07/26/2022	502-4710-471.60-32	2,749.00	
							2,749.00	2,749.00
15950	231	THE MERLIN GROUP	000135		07/26/2022	507-5762-454.44-10	564.33	
							564.33	564.33
15951	4008	THE PRINTER GUYS, LLC	000143		07/26/2022	508-4810-478.61-02	169.00	
			000144		07/26/2022	101-1025-415.61-02	165.00	
							334.00	334.00
15952	3266	TRI STATE TOOL REPAIR	009560		07/26/2022	101-5772-452.43-57	518.46	
							518.46	518.46

PREPARED 07/18/2022, 8:43:34

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 4
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 12

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
15953	315	UNDERGROUND SERVICE ALERT	000161		07/26/2022	503-4720-475.49-14	31.38	
			000162		07/26/2022	502-4710-471.43-04	31.38	
			000163		07/26/2022	580-4750-473.49-14	31.39	
							94.15 *	94.15
15954	3830	UNIFIRST CORPORATION	000154		07/26/2022	511-3020-432.61-04	96.68	
			000155		07/26/2022	101-5772-452.61-04	44.65	
			000156		07/26/2022	580-4750-473.61-04	112.20	
			000157		07/26/2022	503-4720-475.61-04	17.70	
			000158		07/26/2022	502-4710-471.61-04	40.63	
			000159		07/26/2022	508-4810-478.61-04	8.55	
							320.41 *	320.41
15955	1293	ZUBRICK T-SHIRTS	009571		07/26/2022	101-2030-423.61-04	150.00	
							150.00 *	150.00
15956	3828	3D-NETWORKS LLC	000235		07/26/2022	509-4910-479.31-53	750.00	
			000236		07/26/2022	509-4910-479.31-90	2,625.00	
							3,375.00 *	3,375.00
						BANK/CHECK TOTAL	38,303.30	38,453.30
						ALL BANKS/CHECKS TOTAL	38,303.30	38,453.30

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JULY 15, 2022**

FUND 101	DEPT. AMT.	FUND AMT.	15-Jul	22-23 BUDGET
GENERAL FUND	\$ 10,238.46			
101.1015.412 CITY ATTORNEY	\$ -		\$ -	\$80,000
101.1020.413 CITY MANAGER	\$ 1,209.83		\$ 1,376.38	\$219,507
101.1025.415 FINANCE DEPT.	\$ 5,553.61		\$ 6,599.47	\$698,085
101.1030.414 CITY CLERK/COUNCIL/MAYOR	\$ 2,048.71		\$ 3,102.42	\$291,344
101.1035.416 PLANNING /ZONING	\$ 437.68		\$ 509.03	\$373,159
101.1040.417 ENGINEERING	\$ 1,313.02		\$ 1,405.85	\$361,425
101.1060.410 COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410 SENIOR CENTER	\$ -		\$ 96.95	\$59,457
101.2010.421 SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423 ANIMAL SHELTER/CONTROL	\$ -		\$ 562.91	\$233,027
101.2025.424 BULDING & SAFETY	\$ 925.11		\$ 983.98	\$608,738
101.2030.423 CODE ENFORCEMENT	\$ 5,273.58		\$ 7,927.93	\$696,985
101.3010.431 PUBLIC WORKS	\$ 3,025.75		\$ 3,733.04	\$753,297
101.4730.472 SANITATION	\$ 197.40		\$ 1,821.06	\$166,600
101.5770.452 AQUATICS	\$ 87.28		\$ 87.28	\$194,192
101.5772.452 PARKS	\$ 5,832.34		\$ 6,667.65	\$658,491
101.5773.452 JACK SMITH PARK MARINA	\$ 667.25		\$ 748.23	\$107,923
101.5774.452 RECREATION	\$ 1,201.05		\$ 1,472.93	\$371,884
GENERAL FUND TOTAL ALL GF DEPARTMENTS		\$ 38,011.07		\$9,396,381
FUND 205 CDBG		\$ -	\$ -	\$42,692
FUND 206 CEMETERY		\$ 2,173.51	\$ 2,173.51	\$202,270
FUND 208 CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209 NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210 SPECIAL GAS TAX		\$ -	\$ -	\$272,365
FUND 213 DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214 SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225 COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233 JACK SMITH PARK MARINA		\$ -	\$ -	\$0
FUND 235 INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238 STATE RECREATION GRANTS		\$ -	\$ -	\$0
FUND 239 CA.CONSERV RECYCLING GRANT		\$ -	\$ -	\$25,526
FUND 240 EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241 SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243 ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270 REDEVELOPMENT AGENCY		\$ 671.56	\$ 671.56	\$281,880
FUND 470 RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501 NPUA		\$ -	\$ -	\$2,601,074
FUND 502 WATER DEPARTMENT		\$ 5,852.49	\$ 18,879.75	\$1,938,399
FUND 503 WASTEWATER DEPARTMENT		\$ 3,585.25	\$ 13,446.97	\$1,241,325
FUND 505 SANITATION		\$ -	\$ 3,775.09	\$1,458,897
FUND 506 ALL AMERICAN CANAL PROJ.		\$ 420.96	\$ 420.96	\$1,041,800
FUND 507 GOLF FUND	\$ 66.61			
FUND 507-5761-453 GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 193.27	\$641,632
FUND 507-5762-454 GOLF PRO SHOP DEPARTMENT	\$ 1,685.08		\$ 2,523.47	\$370,454
FUND 507 GOLF FUND TOTAL		\$ 1,751.69		
FUND 508 CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 4,252.34	\$ 4,252.34	\$455,807
FUND 509 MIS		\$ -	\$ 4,380.66	\$257,370
FUND 510 ADMIN. FACILITY		\$ -	\$ 1,118.99	\$414,950
FUND 511 FLEET MANAGEMENT		\$ 1,617.49	\$ 1,672.04	\$281,078
FUND 512 VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520 SR DIAL A RIDE		\$ -	\$ -	\$97,098
FUND 521 DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$22,274
FUND 525 NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,115.00	\$614,438
FUND 580 ELECTRIC		\$ 15,676.24	\$ 102,745.36	\$12,406,721
FUND 581 NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582 NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583 NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650 IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651 IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL ALL FUNDS & DEPARTMENTS		\$ 74,012.60	\$ 214,780.62	\$35,185,928

I certify that the expenditures/purchases to be paid by the warrants on this list have complied v \$ -

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

Sylvia Miledi, Director of Finance

Date

Kippy Houlson, City Treasurer

Date

PREPARED 7/14/2022, 11:26:54

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 01/2023

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
15901	3897	00	BENEBLOC, LLC	07/15/2022	518.36	.00
15902	1305	00	GREAT WEST LIFE	07/15/2022	4,474.00	.00
15903	2879	00	JENNIFER VALENZUELA	07/15/2022	87.28	.00
15904	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/15/2022	1,886.11	.00
15905	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/15/2022	54.62	.00
15906	3242	00	SDRMA	07/15/2022	66,992.23	.00
NUMBER OF CHECKS				6	GRAND TOTAL	74,012.60

PREPARED 07/14/2022, 11:29:37

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 1
 ACCOUNTING PERIOD 2023/01
 REPORT NUMBER 8

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
15901	3897	BENEBLOC LLC	000195		07/15/2022	101-0000-209.03-01	266.82	
			000196		07/15/2022	502-0000-209.03-01	71.44	
			000197		07/15/2022	511-0000-209.03-01	86.92	
			000198		07/15/2022	580-0000-209.03-01	93.18	
							518.36	*
								518.36
15902	1305	GREAT WEST LIFE & ANNUITY	000200		07/15/2022	101-0000-209.03-01	2,370.00	
			000201		07/15/2022	502-0000-209.03-01	275.00	
			000202		07/15/2022	580-0000-209.03-01	1,829.00	
							4,474.00	*
								4,474.00
15903	2879	JENNIFER VALENZUELA	000199		07/15/2022	101-5770-452.60-24	87.28	
							87.28	*
								87.28
15904	1199	SBPEA TEAMSTERS LOCAL 193	000203		07/15/2022	101-0000-209.03-01	298.57	
			000204		07/15/2022	502-0000-209.03-01	47.52	
			000206		07/15/2022	101-0000-209.03-01	406.51	
			000207		07/15/2022	502-0000-209.03-01	119.52	
			000208		07/15/2022	503-0000-209.03-01	24.44	
			000209		07/15/2022	507-0000-209.03-01	66.61	
			000210		07/15/2022	508-0000-209.03-01	39.64	
			000211		07/15/2022	511-0000-209.03-01	32.95	
			000212		07/15/2022	580-0000-209.03-01	172.13	
			000213		07/15/2022	101-0000-209.01-00	38.13	
			000214		07/15/2022	101-0000-209.01-00	24.27	
			000215		07/15/2022	101-0000-209.01-00	213.04	
			000216		07/15/2022	101-0000-209.01-00	46.50	
			000217		07/15/2022	580-0000-209.01-00	174.52	
			000218		07/15/2022	580-0000-209.01-00	53.93	
			000219		07/15/2022	580-0000-209.01-00	127.83	
							1,886.11	*
								1,886.11
15905	1199	SBPEA TEAMSTERS LOCAL 193	000205		07/15/2022	580-0000-209.03-01	54.62	
							54.62	*
								54.62
15906	3242	SPECIAL DISTRICT RISK	000165		07/15/2022	101-1020-413.24-10	1,209.83	
			000166		07/15/2022	101-1025-415.24-10	5,553.61	
			000167		07/15/2022	101-1030-414.24-10	2,048.71	
			000168		07/15/2022	101-1035-416.24-10	437.68	
			000169		07/15/2022	101-1040-417.24-10	1,313.02	
			000170		07/15/2022	101-2025-424.24-10	925.11	
			000171		07/15/2022	101-2030-423.24-10	5,273.58	
			000172		07/15/2022	101-3010-431.24-10	3,025.75	
			000173		07/15/2022	101-4730-472.24-10	197.40	
			000174		07/15/2022	101-5772-452.24-10	5,832.34	
			000175		07/15/2022	101-5773-452.24-10	667.25	
			000176		07/15/2022	101-5774-452.24-10	1,201.05	
			000177		07/15/2022	101-0000-209.03-01	6,574.62	
			000178		07/15/2022	206-5771-452.24-10	1,731.03	
			000179		07/15/2022	206-0000-209.03-01	442.48	

PREPARED 07/14/2022, 11:29:37

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/01

CITY OF NEEDLES

REPORT NUMBER 8

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
15906	3242	SPECIAL DISTRICT RISK	000180		07/15/2022	270-4631-463.24-10	533.80	
			000181		07/15/2022	270-0000-209.03-01	137.76	
			000182		07/15/2022	502-4710-471.24-10	4,242.97	
			000183		07/15/2022	502-0000-209.03-01	1,096.04	
			000184		07/15/2022	503-4720-475.24-10	2,850.07	
			000185		07/15/2022	503-0000-209.03-01	710.74	
			000186		07/15/2022	506-4713-477.24-10	329.94	
			000187		07/15/2022	506-0000-209.03-01	91.02	
			000188		07/15/2022	507-5762-454.24-10	1,685.08	
			000189		07/15/2022	508-4810-478.24-10	3,474.70	
			000190		07/15/2022	508-0000-209.03-01	738.00	
			000191		07/15/2022	511-3020-432.24-10	1,183.24	
			000192		07/15/2022	511-0000-209.03-01	314.38	
			000193		07/15/2022	580-4750-473.24-10	10,518.67	
			000194		07/15/2022	580-0000-209.03-01	2,652.36	
							66,992.23 *	66,992.23
						BANK/CHECK TOTAL	74,012.60	74,012.60
						ALL BANKS/CHECKS TOTAL	74,012.60	74,012.60

PREPARED 7/15/2022, 8:03:38

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 01/2023

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
15908	3634	00	GREAT-WEST LIFE & ANNUITY	07/15/2022	678.22	.00
15909	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/15/2022	861.80	.00
15910	1199	00	SBPEA TEAMSTERS LOCAL 1932	07/15/2022	400.71	.00
NUMBER OF CHECKS				3	GRAND TOTAL	1,940.73

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

REPORT NUMBER 10

[illegible]



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: City Council Resolution No. 2022-57
A Resolution of the City Council of the City of Needles, California Confirming and Adopting an Itemized Statement of Cost for Abatement of Property located at 1229 Desert Drive also known as APN 0650-423-04-0000.

Background: September 16, 2021, an abatement hearing was held declaring the dilapidated home and its contents and all miscellaneous debris on the property a public nuisance. The Administrative Hearing Officer further ordered staff to obtain an abatement warrant from the court, collect all fines and remove all debris from the property.

On March 25, 2022 an Abatement Warrant was issued (Case No. SBSW 22-01388) for the city to take the appropriate actions to remove and abate the aforementioned public nuisances on the property. The Court ruled in favor of the City awarding any fees and costs expended to date plus all costs of abatement to be placed as a lien on the property totaling \$18,972.79.

On or about April 19, 2022, the Property was returned to acceptable standards as established in the City's Municipal Code.

Fiscal Impact: The potential City reimbursement in the amount of \$18,972.79 upon sale of property.

Environmental Impact: N/A

Recommended Action: Approve City Council Resolution 2022-57, Confirming and adopting an itemized statement of cost for abatement of property located at 1229 Desert Drive also known as APN 0650-423-04-0000, file said resolution with the County Recorder placing a lien on the property.

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

City Management Review: Rick

Date: 8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

RESOLUTION 2022-57

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
CALIFORNIA, CONFIRMING AND ADOPTING AN ITEMIZED
STATEMENT OF COST FOR ABATEMENT OF PROPERTY
LOCATED AT 1229 DESERT DRIVE, NEEDLES, CA 92363,
ALSO KNOWN AS APN 0650-423-04-0000**

WHEREAS, pursuant of Section 116 of the 2012 International Building Codes, property located at 1229 Desert Drive (Assessor's Parcel No. 0650-423-04-0000) was declared to be a safety hazard/public nuisance and was ordered abated by Mark Marnati, serving as Hearing Officer; and

WHEREAS, proper notification to the property owner, Larry L Esquibel, to abate the nuisance was given on September 16, 2021; and

WHEREAS, the property owner did not, in fact, clean the premises as ordered; and thereby the City of Needles commenced to do the work with a total cost of eighteen thousand, nine hundred seventy-two dollars and seventy-nine cents (\$18,972.79) being charged to the property owner payable by said owner of the property, or by the beneficiary of any trust deed or by any other interest party; and

WHEREAS, On March 25, 2022 Case No. **SBSW 22-01388** was filed with the Superior Court of the State of California County of San Bernardino and an itemized statement of costs for work performed by the City is hereby attached to this Resolution for further particulars was submitted.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Needles California, hereby confirms and adopts the itemized statement in the amount of eighteen thousand, nine hundred seventy-two dollars and seventy-nine cents (\$18,972.79) for the work performed by the City of Needles. The City Council further resolves that the statement shall be paid by the owner of the premises, beneficiary of any trust deed concerning the premises, or any other party interested in the property; and

BE IT FURTHER RESOLVED, that if the said statement is not paid, said changes shall constitute a lien on the real property upon which the public nuisance was abated and shall be collected as a special assessment against the real property; and

BE IT FURTHER RESOLVED, that the property in this Resolution is located in the City of Needles, State of California, and more particularly described as Assessor's Parcel No. 0650-423-04-0000, record of San Bernardino County; and

BE IT FURTHER RESOLVED, that the Assistant City Manager is hereby directed to file with the Assessor and Tax Collector of San Bernardino County, certified copies of this Resolution, and further the Director of Development Services shall record said Resolution with the San Bernardino County Recorder; and

BE IT FURTHER RESOLVED, that the Assistant City Manager Services should direct the San Bernardino County Assessor to enter the amount of the charge against the real property described in this Resolution on the current assessment rolls; and

BE IT FURTHER RESOLVED, that the San Bernardino County Tax Collector shall add the amount of the assessment to the next regular tax bill against the property for municipal purposes.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 9th day of August 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

SBSW 22-01388



6/17/2022

1229 DESERT STREET COSTS FOR ABATEMENT

EMPLOYEE	POSITION	REASON	TIME	RATE	COST
Adrian Chavez	Sr. Code Enforcement	Initial Inspection Notice of Violation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of First Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of Second Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of Third Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Admin Hearing Presentation Prep	1	\$ 58.43	\$ 58.43
Adrian Chavez	Sr. Code Enforcement	Admin Hearing	1	\$ 58.43	\$ 58.43
Patrick Martinez	Director of Dev. Services	Admin hearing	1	\$ 108.96	\$ 108.96
Rick Danials	City Manager	Admin Hearing	1	\$ 209.75	\$ 209.75
Cindy Semione	Associate Planner	Admin Hearing (Setup & Breakdown) Minute Recording	1.5	\$ 56.02	\$ 84.03
Hearing Officer	Admin. Hearing Officer	Admin Hearing	1	\$ 70.00	\$ 70.00
Set Free Church	Abatement	Abatement of 1229 Desert Street	N/A	N/A	\$ 950.00
Lena Wade	City Attorney	Drafting Documents, Abatement Hearing, Attending Court			\$ 3,929.80
		Notice of Ex Parte Application; Declaration of Rick Daniels &			
Bosco Legal Services	City Attorney	Adrian Chavez			\$ 536.45
					\$ 6,473.29

ITEM	REASON	COST
Supplies	USPS Certified Mail Notice of Violation	\$ 8.25
Supplies	USPS Certified Mail 1st Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail 2nd Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail 3rd Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail Notice to Appear Admin hearing	\$ 8.25
Supplies	USPS Certified Mail Minute Action	\$ 8.25
Total Material Costs		\$ 49.50

DATE	ITEM	REASON	COST
5/17/2021	A4225	14-32(c), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-32(i), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t), 14-32(u), 14-32(v), 14-32(z), IMPC 301.3, IMPC 302.1, IMPC 308.1	\$900.00
6/1/2021	A4247	14-32(c), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-32(i), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t), 14-32(u), 14-32(v), 14-32(z), IMPC 301.3, IMPC 302.1, IMPC 308.1	\$3,450.00
6/14/2021	A4268	14-32(c), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-32(i), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t), 14-32(u), 14-32(v), 14-32(z), IMPC 301.3, IMPC 302.1, IMPC 308.1	\$8,100.00
Total Administrative Citation's			\$12,450.00

TOTAL STAFF, MATERIAL COSTS AND ADMINISTRATIVE CITATIONS

\$18,972.79

COPY

SBSW 22-01388

1 JOHN O. PINKNEY, Bar No. 162586
2 LENA D. WADE, Bar No. 258356
3 SLOVAK BARON EMPEY MURPHY & PINKNEY LLP
4 74785 Highway 111, Suite 105
5 Indian Wells, CA 92210
6 Telephone: (760) 322-9240
7 Facsimile: (760) 565-1189
8 Email: wade@sbemp.com

EXEMPT FROM FILING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

Attorneys for Plaintiff CITY OF NEEDLES

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF
9 SAN BERNARDINO – SAN BERNARDINO CRIMINAL DIVISION

12 CITY OF NEEDLES, a Charter City,

13 Plaintiff;

14 v.

15 LARRY L. ESQUIBEL, owner;
16 INTERNATIONAL FIDELITY
17 INSURANCE COMPANY, Beneficiary;
18 JAMES D. PORTMAN, Trustee; ROBERT
19 KERSNICK, Trustee; and DOES 1 through
20 10, inclusive,

Defendants.

Case No.:
Assigned for All Purposes to:

**[PROPOSED] WARRANT TO ABATE
PUBLIC NUISANCES**

[Filed or lodged concurrently with:

1. Notice of Ex Parte Application for
Warrant to Abate Public Nuisances,
Application and Memorandum of Points
and Authorities in Support Thereof; and
2. Declaration of Adrian Chavez.]

23 The Court, having read and considered the Application ("Application") of the City of
24 Needles, California ("City"), for this Warrant to Abatement Public Nuisances ("Abatement
25 Warrant"), the Memorandum of Points and Authorities in support thereof, the Declaration of Adrian
26 Chavez ("Chavez Declaration"), and the Declaration of 24 Hours Notice, and the Court being
27 familiar with the conditions of the property described in the Declaration and the Application, and
28 finding good cause exists, does hereby order as follows:

1. City Manager or his designee may, after 24 hours following posting of this Abatement Warrant in a conspicuous location on the Property, enter onto the real property having APN 0650-423-04-0000, located at 1229 Desert Drive, Needles, California ("Property"), and may abate the public nuisance by: (1) cleaning and correcting violations in all structures on the Property described in the Chavez Declaration, and (2) removing and disposing of all miscellaneous debris and vegetation on the Property and all contents inclusive including but not limited to correcting the following violations of Needles Municipal Code:

Section 14-32 of the Code:

- (c) Buildings which are abandoned, partially destroyed
 - (e) Paint deterioration
 - (g) Overgrown, dead, decayed, or hazardous trees, weeds and other vegetation
 - (h) Building exterior which are maintained in such condition to become defective, unsightly, or no longer viable
 - (i) Unlawful storage of material on property
 - (k) Abandoned, broken or neglected equipment
 - (m) Materials visible from public street
 - (p) Unsightly appearance
 - (s) The maintenance of any structure in a state of substantial deterioration, such as peeling paint, broken windows, roof is disrepair, damaged porches, and is visible from a public right of way or neighboring property. Such conditions would have the tendency to depreciate the aesthetic and property values of surrounding properties.
 - (t) The substantial lack of maintenance of grounds within the City on which structures exist, where the grounds are visible by the public from a right of way or neighboring properties. Such condition would have a tendency to depreciate aesthetic and property values or surrounding properties
 - (u) Property maintained, in relation to others, establish prevalence of depreciated values, impaired investment

- (v) Maintenance of premises in such condition as to be detrimental to the public health, safety, or general welfare, or in such manner as to constitute a public nuisance as defined in the Civil Code 3480
- (z) Other nuisances as declared by any state, county or city statute, code or regulation to be a public nuisance

International Property Maintenance Code:

- 301.1 Blight
- 302.1 Sanitation
- 308.1 Accumulation of rubbish or garbage

2. The City Manager or his designee may use City forces, private contractors and/or such other reasonable methods as may be appropriate to remove and abate the aforementioned public nuisances on the Property. Reasonable force only shall be used. The work shall be accomplished between 8:00 a.m. and 6:00 p.m. only.

3. Abatement pursuant to this Abatement Warrant shall be carried out no later than ninety (90) days from the date this Abatement Warrant is issued.

2. This Abatement Warrant shall be posted on the Property at least twenty-four (24) hours before the abatement begins.

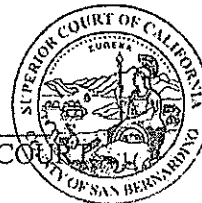
3. A return describing all the actions taken pursuant to this Abatement Warrant shall be returned to this Court no later than fourteen (14) days after execution of the Abatement Warrant.

4. City is awarded fees and costs expended to date plus all costs of abatement to be performed. City shall submit a bill with the return on Abatement Warrant. The City Council may authorize a lien to be placed upon the Property at the conclusion of the abatement proceeding and such amount may be collected through the tax rolls or any other collection measure deemed appropriate by the City.

DATED: 3.25.22

By: 

JUDGE OF THE SUPERIOR COURT





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: City Council Resolution No. 2022-58
A Resolution of the City Council of the City of Needles, California Confirming and Adopting an Itemized Statement of Cost for Abatement of Property located at 2234 Casa Real Street, also known as APN 0185-351-45-0000

Background: On September 16, 2021, an abatement hearing was held declaring the dilapidated home and its contents and all miscellaneous debris on the property a public nuisance. The Administrative Hearing Officer further ordered staff to obtain an abatement warrant from the court, collect all fines, demolish the structures and remove all debris from the property.

On March 25, 2022 an Abatement Warrant was issued (Case No. SBSW 22-01389) for the city to take the appropriate actions to remove and abate the aforementioned public nuisances on the property. The Court ruled in favor of the City awarding any fees and costs expended to date plus all costs of abatement to be placed as a lien on the property totaling \$16,400.94.

On or about April 19, 2022, the Property was returned to acceptable standards as established in the City's Municipal Code.

Fiscal Impact: The potential City reimbursement in the amount of \$16,400.94

Environmental Impact: N/A

Recommended Action: Approve City Council Resolution 2022-58, Confirming and adopting an itemized statement of cost for abatement of property located at 2234 Casa Real Street, also known as APN 0185-351-45-0000, file said resolution with the County Recorder placing a lien on the property.

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

City Management Review: *Fia*

Date: 8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 11

RESOLUTION 2022-58

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
CALIFORNIA, CONFIRMING AND ADOPTING AN ITEMIZED
STATEMENT OF COST FOR ABATEMENT OF PROPERTY
LOCATED AT 2234 CASA REAL STREET, NEEDLES, CA 92363,
ALSO KNOWN AS APN 0185-351-45-0000**

WHEREAS, pursuant of Section 116 of the 2012 International Building Codes, property Located at 2234 Casa Real Street (Assessor's Parcel No. 0185-351-45-0000) was declared to be a safety hazard/public nuisance and was ordered abated by Mark Marnati, serving as Hearing Officer; and

WHEREAS, proper notification to the property owner, Robert Boda and Michele Boda, to abate the nuisance was given on September 16, 2021; and

WHEREAS, the property owner did not, in fact, clean the premises as ordered; and thereby the City of Needles commenced to do the work with a total cost of sixteen thousand four hundred dollars and ninety-four cents (\$16,400.94) being charged to the property owner payable by said owner of the property, or by the beneficiary of any trust deed or by any other interest party; and

WHEREAS, On March 25, 2022 Case No. **SBSW 22-01389** was filed with the Superior Court of the State of California County of San Bernardino and an itemized statement of costs for work performed by the City is hereby attached to this Resolution for further particulars was submitted.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Needles California, hereby confirms and adopts the itemized statement in the amount of sixteen thousand four hundred dollars and ninety-four cents (\$16,400.94) for the work performed by the City of Needles. The City Council further resolves that the statement shall be paid by the owner of the premises, beneficiary of any trust deed concerning the premises, or any other party interested in the property; and

BE IT FURTHER RESOLVED, that if the said statement is not paid, said changes shall constitute a lien on the real property upon which the public nuisance was abated and shall be collected as a special assessment against the real property; and

BE IT FURTHER RESOLVED, that the property in this Resolution is located in the City of Needles, State of California, and more particularly described as Assessor's Parcel No. 0185-351-45-0000, record of San Bernardino County; and

BE IT FURTHER RESOLVED, that the Assistant City Manager is hereby directed to file with the Assessor and Tax Collector of San Bernardino County, certified copies of this Resolution, and further the Director of Development Services shall record said Resolution with the San Bernardino County Recorder; and

BE IT FURTHER RESOLVED, that the Assistant City Manager should direct the San Bernardino County Assessor to enter the amount of the charge against the real property described in this Resolution on the current assessment rolls; and

BE IT FURTHER RESOLVED, that the San Bernardino County Tax Collector shall add the amount of the assessment to the next regular tax bill against the property for municipal purposes.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 9th day of August 2022 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney



6/17/2022

2234 CASA REAL STREET COSTS FOR ABATEMENT

EMPLOYEE	POSITION	REASON	TIME	RATE	COST
Adrian Chavez	Sr. Code Enforcement	Initial Inspection Notice of Violation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of First Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of Second Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of Third Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Admin Hearing Presentation Prep	1	\$ 58.43	\$ 58.43
Adrian Chavez	Sr. Code Enforcement	Admin Hearing	1	\$ 58.43	\$ 58.43
Patrick Martinez	Director of Dev. Services	Admin hearing	1	\$ 108.96	\$ 108.96
Rick Danials	City Manager	Admin Hearing	1	\$ 209.75	\$ 209.75
Cindy Semione	Associate Planner	Admin Hearing (Setup & Breakdown) Minute Recording	1.5	\$ 56.02	\$ 84.03
Hearing Officer	Admin. Hearing Officer	Admin Hearing	1	\$ 70.00	\$ 70.00
Set Free Curch	Abatement	Abatement of 1229 Desert Street	N/A	N/A	\$ 700.00
Lena Wade	City Attorney	Drafting Documents, Abatement Hearing, Attending Court		See Wade	
		Notice of Ex Parte Application; Declaration of Rick Daniels &		declaration	\$ 3,809.20
Bosco Legal Services	City Attorney	Adrian Chavez		See Wade	
				declaration	\$ 165.20
					\$ 5,731.44

ITEM	REASON	COST
Supplies	USPS Certified Mail Notice of Violation	\$ 8.25
Supplies	USPS Certified Mail 1st Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail 2nd Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail 3rd Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail Notice to Appear Admin hearing	\$ 8.25
Supplies	USPS Certified Mail Minute Action	\$ 8.25
Total Material Costs		\$ 49.50

DATE	ITEM	REASON	COST
5/19/2021	A4232	14-32(g), 14-32(h), 14-32(i), 14-32(k), 14-32(m), 14-32(p), 14-32(t), 14-32(u), 14-32(v), 14-32(z), IMPC 301.3, IMPC 304.3, IMPC 308.1, IMPC 304.3, IMPC 302.1	\$750.00
6/2/2021	A4250	14-32(g), 14-32(h), 14-32(i), 14-32(k), 14-32(m), 14-32(p), 14-32(t), 14-32(u), 14-32(v), 14-32(z), IMPC 301.3, IMPC 304.3, IMPC 308.1, IMPC 304.3, IMPC 302.1	\$2,820.00
6/17/2021	A4271	14-32(g), 14-32(h), 14-32(i), 14-32(k), 14-32(m), 14-32(p), 14-32(t), 14-32(u), 14-32(v), 14-32(z), IMPC 301.3, IMPC 304.3, IMPC 308.1, IMPC 304.3, IMPC 302.1	\$7,050.00
Total Administrative Citation's			\$10,620.00

TOTAL STAFF, MATERIAL COSTS AND ADMINISTRATIVE CITATIONS

\$16,400.94

COPY

SBSW 22-01389

JOHN O. PINKNEY, Bar No. 162586
LENA D. WADE, Bar No. 258356
SLOVAK BARON EMPEY MURPHY & PINKNEY LLP
74785 Highway 111, Suite 105
Indian Wells, CA 92210
Telephone: (760) 322-9240
Facsimile: (760) 565-1189
Email: wade@sbemp.com

EXEMPT FROM FILING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

Attorneys for Plaintiff CITY OF NEEDLES

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY
OF SAN BERNARDINO – SAN BERNARDINO CRIMINAL
DIVISION

CITY OF NEEDLES, a Charter City,
Plaintiff;

v.

ROBERT BODA, a Joint Tenant; MICHELE
BODA, a Joint Tenant; and DOES 1 through
10, inclusive,
Defendants.

Case No.:
Assigned for All Purposes to:

**[PROPOSED] WARRANT TO ABATE
PUBLIC NUISANCES**

[Filed or lodged concurrently with:
1. Notice of Ex Parte Application for
Warrant to Abate Public Nuisances,
Application and Memorandum of Points
and Authorities in Support Thereof, and
2. Declaration of Adrian Chavez.]

The Court, having read and considered the Application ("Application") of the City of Needles, California ("City"), for this Warrant to Abate Public Nuisances ("Abatement Warrant"), the Memorandum of Points and Authorities in support thereof, the Declaration of Adrian Chavez ("Chavez Declaration"), and the Declaration of 24 Hours Notice, and the Court being familiar with the conditions of the property described in the Declaration and the Application, and finding good cause exists, does hereby order as follows:

1. City Manager or his designee may, after 24 hours following posting of this Abatement Warrant in a conspicuous location on the Property, enter onto the real property having APN 0185-351-45-0000, located at 2234 Casa Real Street, Needles, California ("Property"), and may abate the public nuisance by: (1) cleaning and correcting violations in all structures on the Property described in the Chavez Declaration, and (2) removing and disposing of all miscellaneous debris and vegetation on the Property and all contents inclusive including but not limited to correcting the following violations of Needles Municipal Code:

Section 14-32 of the Code:

- (g) Overgrown, dead, decayed, or hazardous trees, weeds and other vegetation
- (h) Building exterior which are maintained in such condition to become defective, unsightly, or no longer viable
- (i) Unlawful storage of material on property
- (k) Abandoned, broken or neglected equipment
- (m) Materials visible from public street
- (p) Unsightly appearance
- (t) The substantial lack of maintenance of grounds within the City on which structures exist, where the grounds are visible by the public from a right of way or neighboring properties. Such condition would have a tendency to depreciate aesthetic and property values or surrounding properties
- (u) Property maintained, in relation to others, establish prevalence of depreciated values, impaired investment
- (v) Maintenance of premises in such condition as to be detrimental to the public health, safety, or general welfare, or in such manner as to constitute a public nuisance as defined in the Civil Code 3480
- (z) Other nuisances as declared by any state, county or city statute, code or regulation to be a public nuisance, correcting the following violations of the

International Property Maintenance Code:

- 301.3 Vacant structure no maintained

- 1 302.1 Sanitation
 2 304.3 Premises identification
 3 308.1 Accumulation of rubbish or garbage

4 2. The City Manager or his designee may use City forces, private contractors and/or
 5 such other reasonable methods as may be appropriate to remove and abate the aforementioned
 6 public nuisances on the Property. Reasonable force only shall be used. The work shall be
 7 accomplished between 8:00 a.m. and 6:00 p.m. only.

8 3. Abatement pursuant to this Abatement Warrant shall be carried out no later than
 9 ninety (90) days from the date this Abatement Warrant is issued.

10 4. This Abatement Warrant shall be posted on the Property at least twenty-four (24)
 11 hours before the abatement begins.

12 5. A return describing all the actions taken pursuant to this Abatement Warrant shall be
 13 returned to this Court no later than fourteen (14) days after execution of the Abatement Warrant.

14 6. City is awarded fees and costs expended to date plus all costs of abatement to be
 15 performed. City shall submit a bill with the return on Abatement Warrant. The City Council may
 16 authorize a lien to be placed upon the Property at the conclusion of the abatement proceeding and
 17 such amount may be collected through the tax rolls or any other collection measure deemed
 18 appropriate by the City.

19
 20 DATED: March 25, 2022

By: _____

JUDGE OF THE SUPERIOR COURT





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: City Council Resolution No. 2022-59
A Resolution of the City Council of the City of Needles, California Confirming and Adopting an Itemized Statement of Cost for Abatement of Property located at 110 Market Street also known as APN 0185-066-26-0000

Background: On October 27, 2021, administrative hearing was held declaring the dilapidated home and its contents and all miscellaneous debris on the property a public nuisance. The Administrative Hearing Officer further ordered staff to obtain an abatement warrant from the court, collect all fines, demolish the structures and remove all debris from the property.

On March 24, 2022, an Abatement Warrant was issued (Case No. SBSW 22-01375) for the city to take the appropriate actions to remove and abate the aforementioned public nuisances on the property. The Court ruled in favor of the City awarding any fees and costs expended to date plus all costs of abatement to be placed as a lien on the property totaling \$26,099.09.

On or about April 13, 2022, the Property was returned to acceptable standards as established in the City's Municipal Code.

Fiscal Impact: The potential reimbursement to the City in the amount of \$26,099.09 upon sale of property.

Environmental Impact: N/A

Recommended Action: Approve City Council Resolution 2022-59, Confirming and adopting an itemized statement of cost for abatement of property located at 110 Market Street, also known as APN 0185-066-26-0000, file said resolution with the County Recorder placing a lien on the property.

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

City Management Review: *[Signature]*

Date: 8/2/22

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

Agenda Item: 12

RESOLUTION 2022-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
CALIFORNIA, CONFIRMING AND ADOPTING AN ITEMIZED
STATEMENT OF COST FOR ABATEMENT OF PROPERTY
LOCATED AT 110 MARKET STREET, NEEDLES, CA 92363,
ALSO KNOWN AS APN 0185-066-26-0000**

WHEREAS, pursuant of Section 116 of the 2012 International Building Codes, property located at 110 Market Street (Assessor's Parcel No. 0185-066-26-0000) was declared to be a safety hazard/public nuisance and was ordered abated by Mark Marnati, serving as Hearing Officer; and

WHEREAS, proper notification to the property owner, Commanding Property, Inc., to abate the nuisance was given on or about October 27, 2021; and

WHEREAS, the property owner did not, in fact, clean the premises as ordered; and thereby the City of Needles commenced to do the work with a total cost of twenty-six thousand ninety-nine dollars and nine cents (\$26,099.09) being charged to the property owner payable by said owner of the property, or by the beneficiary of any trust deed or by any other interest party; and

WHEREAS, On March 24, 2022 Case No. **SBSW 22-01375** was filed with the Superior Court of the State of California County of San Bernardino and an itemized statement of costs for work performed by the City is hereby attached to this Resolution for further particulars was submitted.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Needles California, hereby confirms and adopts the itemized statement in the amount of twenty-six thousand, ninety-nine dollars and nine cents (\$26,099.09) for the work performed by the City of Needles. The City Council further resolves that the statement shall be paid by the owner of the premises, beneficiary of any trust deed concerning the premises, or any other party interested in the property; and

BE IT FURTHER RESOLVED, that if the said statement is not paid, said changes shall constitute a lien on the real property upon which the public nuisance was abated and shall be collected as a special assessment against the real property; and

BE IT FURTHER RESOLVED, that the property in this Resolution is located in the City of Needles, State of California, and more particularly described as Assessor's Parcel No. 0185-066-26-0000, record of San Bernardino County; and

BE IT FURTHER RESOLVED, that the Assistant City Manager is hereby directed to file with the Assessor and Tax Collector of San Bernardino County, certified copies of this Resolution, and further the Assistant City Manger shall record said Resolution with the San Bernardino County Recorder; and

BE IT FURTHER RESOLVED, that the Assistant City Manager should direct the San Bernardino County Assessor to enter the amount of the charge against the real property described in this Resolution on the current assessment rolls; and

BE IT FURTHER RESOLVED, that the San Bernardino County Tax Collector shall add the amount of the assessment to the next regular tax bill against the property for municipal purposes.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 9th day of August 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

SBSW 22-01375



6/17/2022

110 MARKET STREET COSTS FOR ABATEMENT

EMPLOYEE	POSITION	REASON	TIME	RATE	COST
Adrian Chavez	Sr. Code Enforcement	Initial Inspection Notice of Violation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of First Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of Second Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Issue of Third Administrative Citation & Reporting	2	\$ 58.43	\$ 116.86
Adrian Chavez	Sr. Code Enforcement	Admin Hearing Presentation Prep	1	\$ 58.43	\$ 58.43
Adrian Chavez	Sr. Code Enforcement	Admin Hearing	1	\$ 58.43	\$ 58.43
Patrick Martinez	Director of Dev. Services	Admin hearing	1	\$ 108.96	\$ 108.96
Rick Daniels	City Manager	Admin Hearing	1	\$ 209.75	\$ 209.75
Cindy Semione	Associate Planner	Admin Hearing (Setup & Breakdown) Minute Recording	1.5	\$ 56.02	\$ 84.03
Hearing Officer	Admin. Hearing Officer	Admin Hearing	1	\$ 70.00	\$ 70.00
Phillips Excavating Inc.	Demo Company	Demolished 110 Market Street			\$ 1,900.00
Lena Wade	City Attorney	Drafting Documents, Abatement Hearing, Attending Court			\$ 2,307.60
Bosco Legal Services	City Attorney	Notice of Ex Parte Application; Declaration of Rick Daniels & Adrian Chavez			\$ 234.95
					\$ 5,499.59

ITEM	REASON	COST
Supplies	USPS Certified Mail Notice of Violation	\$ 8.25
Supplies	USPS Certified Mail 1st Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail 2nd Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail 3rd Follow Up Inspection Citation Issued	\$ 8.25
Supplies	USPS Certified Mail Notice to Appear Admin hearing	\$ 8.25
Supplies	USPS Certified Mail Minute Action	\$ 8.25
Total Material Costs		\$ 49.50

DATE	ITEM	REASON	COST
8/2/2021	A3825	14-32(c), 14-32(d), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-32(i), 14-32(j), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t), 14-32(u), 14-32(v), 14-32(aa), 14-32(z), IMPC 301.3, IMPC 302.1, IMPC 302.8, IMPC 304.3, IMPC 304.5, IMPC 304.6, IMPC 304.7, IMPC 308.1, 108.1.1, 108.2	\$1,550.00
8/16/2021	A3363	14-32(c), 14-32(d), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-32(i), 14-32(j), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t), 14-32(u), 14-32(v), 14-32(aa), 14-32(z), IMPC 301.3, IMPC 302.1, IMPC 302.8, IMPC 304.3, IMPC 304.5, IMPC 304.6, IMPC 304.7, IMPC 308.1, 108.1.1, 108.2	\$5,450.00
8/30/2021	A3391	14-32(c), 14-32(d), 14-32(e), 14-32(f), 14-32(g), 14-32(h), 14-32(i), 14-32(j), 14-32(k), 14-32(m), 14-32(p), 14-32(s), 14-32(t), 14-32(u), 14-32(v), 14-32(aa), 14-32(z), IMPC 301.3, IMPC 302.1, IMPC 302.8, IMPC 304.3, IMPC 304.5, IMPC 304.6, IMPC 304.7, IMPC 308.1, 108.1.1, 108.2	\$13,550.00
Total Administrative Citations			\$20,550.00

TOTAL STAFF, MATERIAL COSTS AND ADMINISTRATIVE CITATIONS

\$26,099.09

COPY

SBSW 22-01375

1 JOHN O. PINKNEY, Bar No. 162586
2 LENA D. WADE, Bar No. 258356
3 SLOVAK BARON EMPEY MURPHY & PINKNEY LLP
4 74785 Highway 111, Suite 105
5 Indian Wells, CA 92210
6 Telephone: (760) 322-9240
7 Facsimile: (760) 565-1189
8 Email: wade@sbemp.com

EXEMPT FROM FILING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

Attorneys for Plaintiff CITY OF NEEDLES

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO – SAN BERNARDINO DIVISION
10

11
12 CITY OF NEEDLES, a Charter City,
13 Plaintiff;

14 v.

15 COMMANDING PROPERITY, INC., owner;
16 and DOES 1 through 10, inclusive,
17 Defendants.
18
19
20
21

Case No.: **CIV SB 2204130** *RP*
Assigned for All Purposes to:

**[PROPOSED] WARRANT TO ABATE
PUBLIC NUISANCES**

[Filed or lodged concurrently with:
1. Notice of Ex Parte Application for
Warrant to Abate Public Nuisances,
Application and Memorandum of Points
and Authorities in Support Thereof; and
2. Declaration of Adrian Chavez.]

22
23 The Court, having read and considered the Application ("Application") of the City of
24 Needles, California ("City"), for this Warrant to Abatement Public Nuisances ("Abatement
25 Warrant"), the Memorandum of Points and Authorities in support thereof, the Declaration of Adrian
26 Chavez ("Chavez Declaration"), and the Declaration of 24 Hours Notice, and the Court being
27 familiar with the conditions of the property described in the Declaration and the Application, and
28 finding good cause exists, does hereby order as follows:

1 1. City Manager or his designee may, after 24 hours following posting of this
2 Abatement Warrant in a conspicuous location on the Property, enter onto the real property having
3 **APN 0185-066-26-0000**, located at **110 Market Street, Needles, California** ("Property"), and may
4 abate the public nuisance by: (1) cleaning and correcting violations in all structures on the Property
5 described in the Chavez Declaration, and (2) removing and disposing of all miscellaneous debris
6 and vegetation on the Property and all contents inclusive including but not limited to correcting the
7 following violations of Needles Municipal Code:

- 8 (c) Buildings which are abandoned, partially destroyed
- 9 (d) Open windows, doorways, etc. of vacant structure
- 10 (e) Paint deterioration
- 11 (f) Broken windows making hazardous condition
- 12 (g) Overgrown, dead, decayed, or hazardous trees, weeds and other vegetation
- 13 (h) Building exterior which are maintained in such condition to become
14 defective, unsightly, or no longer viable
- 15 (i) Unlawful storage of material on property
- 16 (j) Vehicles stored in yard areas, other than on driveways
- 17 (k) Abandoned, broken or neglected equipment
- 18 (m) Materials visible from public street
- 19 (p) Unsightly appearance
- 20 (s) The maintenance of any structure in a state of substantial deterioration, such
21 as peeling paint, broken windows, roof is disrepair, damaged porches, and is
22 visible from a public right of way or neighboring property. Such conditions
23 would have the tendency to depreciate the aesthetic and property values of
24 surrounding properties.
- 25 (t) The substantial lack of maintenance of grounds within the City on which
26 structures exist, where the grounds are visible by the public from a right of
27 way or neighboring properties. Such condition would have a tendency to
28 depreciate aesthetic and property values or surrounding properties

- (u) Property maintained, in relation to others, establish prevalence of depreciated values, impaired investment
- (v) Maintenance of premises in such condition as to be detrimental to the public health, safety, or general welfare, or in such manner as to constitute a public nuisance as defined in the Civil Code 3480
- (z) Other nuisances as declared by any state, county or city statute, code or regulation to be a public nuisance
- (aa) Painting of boarded windows and openings

International Property Maintenance Code:

- 108.1 General structure or equipment unsafe
- 108.2 Unsafe equipment on or within the premises which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises
- 301.3 Vacant structures shall be maintained
- 302.1 Sanitation
- 302.8 Inoperative motor vehicle
- 304.3 Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property
- 304.5 All foundation walls shall be maintained plum and free from open cracks and breaks
- 304.6 All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration
- 304.7 The roof and flashing shall be sound, tight and not have defects that admit rain
- 308.1 Accumulation of rubbish or garbage

2. The City Manager or his designee may use City forces, private contractors and/or

1 such other reasonable methods as may be appropriate to remove and abate the aforementioned
 2 public nuisances on the Property. Reasonable force only shall be used. The work shall be
 3 accomplished between 8:00 a.m. and 6:00 p.m. only.

4 3. Abatement pursuant to this Abatement Warrant shall be carried out no later than
 5 ninety (90) days from the date this Abatement Warrant is issued.

6 2. This Abatement Warrant shall be posted on the Property at least twenty-four (24)
 7 hours before the abatement begins.

8 3. A return describing all the actions taken pursuant to this Abatement Warrant shall be
 9 returned to this Court no later than fourteen (14) days after execution of the Abatement Warrant.

10 4. City is awarded fees and costs expended to date plus all costs of abatement to be
 11 performed. City shall submit a bill with the return on Abatement Warrant. The City Council may
 12 authorize a lien to be placed upon the Property at the conclusion of the abatement proceeding and
 13 such amount may be collected through the tax rolls or any other collection measure deemed
 14 appropriate by the City.

15
 16 DATED: 3.24, 2022

By: *[Signature]*

JUDGE OF THE SUPERIOR COURT





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: August 9, 2022

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

Background: On July 12, 2022, the City Council adopted Resolution No. 2022-55 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of July 18, 2022 - August 17, 2022, pursuant to provisions of the Ralph M. Brown Act.

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

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

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

Fiscal Impact: N/A

Recommended Action: Resolution No. 2022-63 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of August 18, 2022 – September 16, 2022, pursuant to provisions of the Ralph M. Brown Act

Submitted By: City Clerk

City Management Review: *Rick*

Date: *8/2/22*

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *13*

RESOLUTION 2022-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF NEEDLES FOR THE PERIOD AUGUST 18, 2022 – SEPTEMBER 16, 2022, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

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

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

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

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

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

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

WHEREAS, the City Council previously adopted Resolution 2022-55 on July 12, 2022, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

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

WHEREAS, emergency conditions persist in the City, specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; despite sustained efforts the virus continues to spread and is impacting nearly all sectors of California; and

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

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Affirmation that Local Emergency Persists.

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

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

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

Section 4. Remote Teleconference Meetings.

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

Section 5. Effective Date.

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

Section 6. Certification.

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

PASSED, ADOPTED, AND APPROVED, this 9th day of August 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeff Williams, Mayor

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Law Enforcement Contract No. 99-376

Background: On May 24, 2022 the Council approved the Twenty Sixth Amendment to Contract No. 99-376 with the County of San Bernardino in the total amount of \$3,369,365 providing for law enforcement services for FY 22-23. On July 27 City Manager Daniels received a revised Schedule A – Rollover with salary increases for staff effective 07-30-2022 - resulting in a net increase of \$80,814.

Fiscal Impact: This increase will be included in the budget revision process

Recommendation Information Only

Submitted By:

City Management Review:

Rick

Date:

8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: *W*

**SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
CITY OF NEEDLES
FY 2022-23**

ROLLOVER WITH SALARY INCREASES FOR STAFF EFFECTIVE 07-30-2022

<u>LEVEL OF SERVICE</u>	<u>FY 2022-23 COST</u>
0.31 - Lieutenant	115,843 ¹
1.35 - Sergeant	423,967 ¹
1.00 - Detective/Corporal	264,833 ¹
8.42 - Deputy Sheriff (304 hours per week)	1,856,972 ¹
0.90 - Sheriff's Service Specialist	78,998 ¹
0.50 - Office Specialist	40,436 ¹
4.00 - Marked Unit	73,384 ²
1.00 - Unmarked Unit	7,429 ²
0.90 - Pickup truck	7,281 ²
1.00 - Citizen Patrol - Ford Escape	6,369 ²
Dispatch Services	163,951 ¹
11.90 - HTs (Amortization, Access & Maintenance)	16,767
10.00 - Taser Replacement (Amortized over 5-years)	3,360
Administrative Support	20,973
Office Automation	45,572
Services & Supplies	16,956
Vehicle Insurance	37,062
Personnel Liability & Bonding	101,900
Workers' Comp Experience Modification	11,837
Law Enforcement Experience Modification	60,504
County Administrative Cost	95,785
Revised Cost for FY2022-23	\$ 3,450,179 ¹
Original Cost	(3,369,365)
Net Increase	\$ 80,814

Monthly Payment Schedule

1 st payment due July 15, 2022:	\$280,785
2 nd through 12 th payments due the 5 th of each month:	\$280,780

Increased MOU Cost Quarterly Payment Schedule

1st Quarter	\$ 20,204
2nd Quarter	20,204
3rd Quarter	20,204
4th Quarter	20,204
	\$ 80,814

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

² Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

³ No replacement cost is included for grant funded or donated vehicles.



Request for Board Action City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ PARKS & RECREATION ☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Accept the bid from **WESTCO ANIXTER** for Purchase of 28 LED Field Lights to be installed by City Electric Crew at Franz Flowers / Nikki Bunch Ball Field in the total amount of \$30,529.88 as part of the City's LED light replacement program.

Background: On 07/14/2022 the invitation was advertised in the Needles Desert Star and bids were opened on 07/29/2022 with three (3) bids received. The lowest bid received was from Westco Anixter in the amount of \$30,529.88

Westco Anixter	\$30,529.88
Greens Electric	\$37,410.80
Independent Electric	\$32,079.33

As part of the Joint Use of Facilities agreement between the City and School District identified under sub-section C Maintenance of Facilities Jointly used. Facilities jointly used shall be adequately maintained to insure proper and safe use, appearance, and longevity.

Fiscal Impact: The School and City will split the cost to purchase the 28 LED light fixtures for the Franz Flowers / Nikki Bunch Ball Field. The City will use Capital Electric Funds (\$15,264.94) as part of LED lighting replacement program. The School will be invoiced in the amount of (\$15,264.94). Am Sylvia Miledi

Recommendation: Accept the bid from **WESTCO ANIXTER** for an amount not to exceed \$30,529.88 to purchase 28 Light Structures. With the City invoicing the School District for one-half the cost (\$15,264.94) and authorize staff to issue a Notice of Award and Notice to Proceed for the purchase.

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

City Management Review: Rick

Date: 8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

AGENDA ITEM: 15

City of Needles SEALED BID OPENING

07/29/2022

Sports LED Lights Flower / Bunch Ball Fields

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

1 WESTCO ANIXTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ 30,529.88
2 INDEPENDENT ELECTRIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ 32,079.33
3 GREENS ELECTRIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ 37,410.80
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$

Present at Opening:

TAMMY ELLMORE

Recorded by:

DALE JONES

MAGNA LED Sports Light

Light up your outdoor yard, arena, track, or more with The EnVision MAGNA Sports Lighting Series, a line of fixtures that offer high lm/w efficacy and a stunningly bright finish. Standard equipment includes a yoke bracket and shield. Our NEW MAGNA sports lighter features a remote capable driver allowing easy maintenance: mount the driver as far as 40' away from the fixture!



600W



1200W

Detail Specifications:

- CRI 80 LED Chips
- 120-277V or 220-480V flicker-free driver, PF >0.9
- 0-10V Dimmable for controls
- 20° NEMA 3 optics standard (other custom optics available)
- 10KV Surge protector standard
- IP65 Wet Location Rated
- Operating Temp: -4°-114°F
- Highly efficient 140 lm/w LED chips

Mounting:

- Standard Yoke Mount
- Optional Slip Fitter available
- Remote capable driver up to 40 feet away from the fixture
- See installation guide for more information available

Applications:

- Sports arenas and fields
- Outdoor lighting
- Yard and barn lighting

Product Information:

- Sturdy die-cast aluminum housing finished with corrosion free powder coat
- Wattage selectable fixture: find the perfect lumen output
- Shield is included with every purchase
- Instant-on, no warm up period,
- Compatible with on/off sensors and photocells
- L70 @ 70,000 Hours lumen maintenance
- 3' Power cord standard on all fixtures

Certifications:

- UL Listed for USA and CA
- DLC Listed
- IESNA LM-79 & LM-80 tests available
- FCC CFR 47, FCC Part 15, Subpart B:2017
- 5 Year EnVision LED Limited Warranty

What's included:

- LED Fixture
- Mounting Bracket
- Installation Guide

Watts	Lumens
300W	39,000
450W	58,500
600W	78,000
800W	124,000
1000W	130,000
1200W	156,000

LED-SPL - - 50K - - - BLK

1 2 3 4 5 6

1 Product
LED-SPL

2 Watts
3P600W 600/450/300W
3P1200W 1200/1000/800W

3 Color
50K 5000K

4 Mount
YK Yoke
SF Slip Fitter

5 Voltage
UNV 120-277V
HV 220-480V

6 Color
BLK Black

Specs and model numbers are subject to change with or without notice. Customization of product is available.

FEATURES



Shield included separately

Optics on each chip for the perfect beam

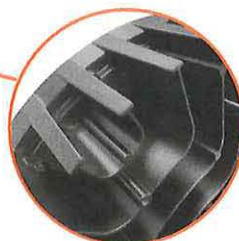


SPL-LSR

Laser beam pointer available



Adjustable up/down yoke bracket



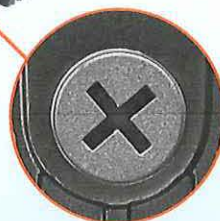
Heat Cooling Grill



Photocell Slot



Selectable Wattage

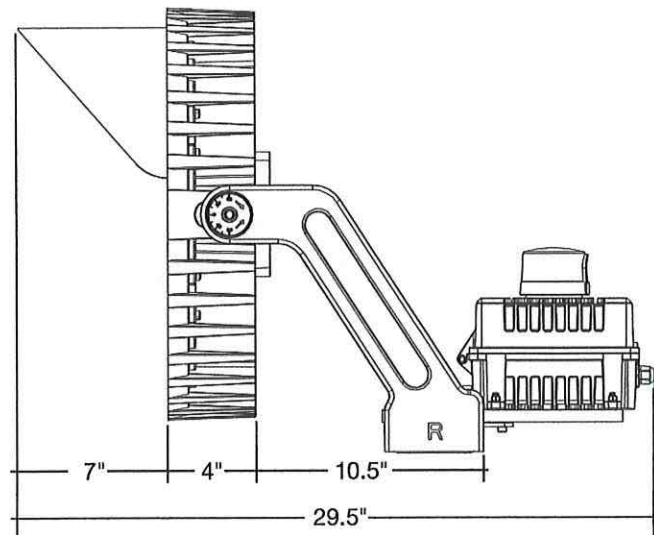
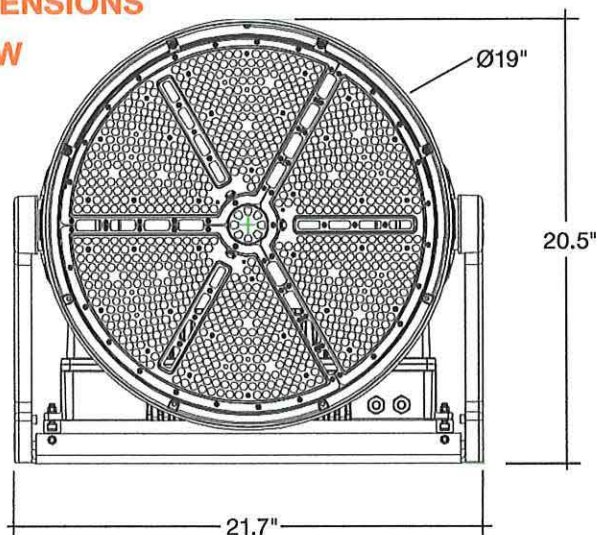


Waterproof Knockouts

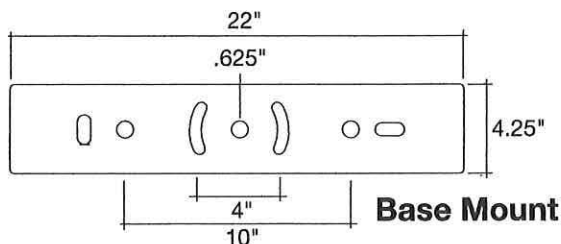
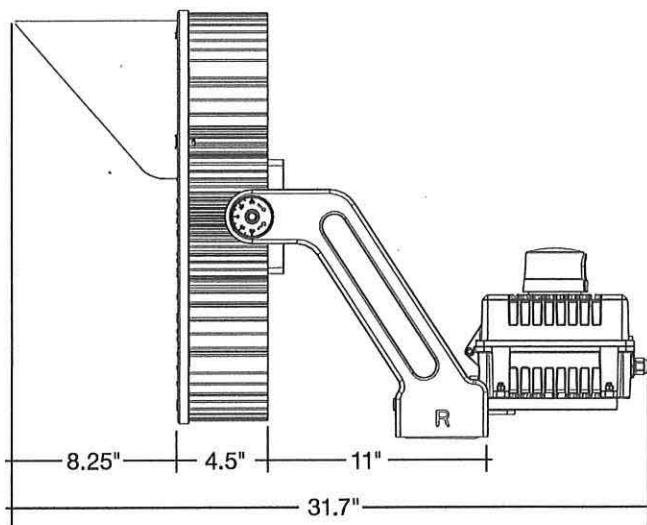
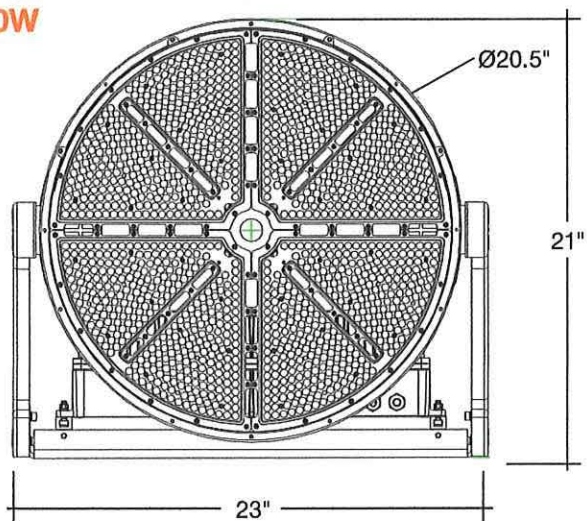
Remote capable driver, driver can mount up to 40 feet away from the fixture

DIMENSIONS

600W



1200W



Base Mount

EPA Rating & Gross Weight

Model	Weight	EPA Rating	Bug
LED-SPL-3P600W	47 LBS.	3.0FT²	B5-UO-G5
LED-SPL-3P1200W	78 LBS.	3.4FT²	B5-UO-G5

Models & Accessories

Model	Description
LED-SPL-3P600W-50K-YK-UNV-BLK	MAGNA Sports Light Stadium Fixture w/ Shield Included
LED-SPL-3P1200W-50K-YK-UNV-BLK	MAGNA Sports Light Stadium Fixture w/ Shield Included
SPL-480V-DRIVER	480V Adder for Sports Light Stadium Fixture (600w requires 1. 1200w requires 2)
SPL-SF	Slip Fitter for Sports Light Stadium Fixture
SPL-LSR	Laser Aiming Device

Custom optics, colors and optics are available.
Inquire factory for more information

A G R E E M E N T
FOR JOINT USE OF FACILITIES

This Joint Use of Facilities Agreement is entered into this 10th day of April, 2007, by and between Needles Unified School District (hereinafter referred to as "School District") and City of Needles (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, Section 10905 of the Education Code of the State of California authorizes and empowers public school districts and municipalities to cooperate with each other and to that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education objectives for children and adults of the state; and

WHEREAS, School District and City desire to establish a basis for the cooperative use of their respective recreational and educational facilities located in the community.

NOW, THEREFORE, School District and City hereby mutually covenant and agree with each other as follows:

A. Principles

1. This agreement covers general requirements needed to effectively implement the overall cooperative program for School District and City. Agreements effecting the use of specific playing fields, gymnasiums and playground facilities may be accomplished by an agreement executed for each such facility and attached to this document as addenda. Each addendum becomes a part of this agreement and is subject to the general requirements specified herein.

2. A joint meeting of the Needles Unified School District Board of Trustees and the Needles City Council shall be held as necessary during the term of this agreement to consider matters of mutual concern.

B. Joint Use

1. School District agrees to grant to City, on application, the use of any facility or equipment owned by School District which City may require in connection with its community recreation program, provided that the use of such facility or equipment shall not interfere with its use by School District for that agency's stated purposes, or constitute a violation of provisions of the California Education Code or Government Code Sections.

2. City agrees to grant to School District, on application, the use of any facility or equipment owned by City which School District may require in connection with its community learning and leisure program, provided that such use of the facility or equipment will not interfere with its use by City in

connection with its stated purposes, or constitute a violation of provisions of the California Education Code or Government Code Sections.

3. The use of facilities and equipment pursuant to this agreement shall be granted subject to existing rules and regulations of the respective owners pertaining to their use. All effort shall be made to insure reasonable conformity in such rules and regulations between respective owners.

4. The District Superintendent and the City Manager shall delegate the responsibility for establishing schedule for facilities use to the School Principal or Athletic Director and the City's Recreation Services Manager.

5. The agency using facilities or equipment owned by the other pursuant to this agreement shall furnish qualified personnel deemed necessary by the respective owners for the proper conduct and supervision of the activity.

6. The party using facilities or equipment of the other pursuant to this agreement will repair, or cause to be repaired, or will reimburse the owner for the cost of repairing damage done to said facilities or equipment during the period of such use, other than that attributed to ordinary and reasonable use.

7. School District will indemnify and hold harmless City and its officers, agents, servants and employees, from any and all claims, demands, actions, causes of actions, damages or liability for injury to, or death of persons, or for damage to property, resulting from or arising out of any act or omission of School District or its officers, agents, servants or employees in the use of City owned/leased property or in the exercise of any other right or privilege granted to School District by City pursuant to this agreement. City will indemnify and hold harmless School District and its officers, agents, servants and employees, from any and all claims, demands, actions, causes of actions, damages or liability for injury to, or death of persons, or for damage to property, resulting from or arising out of any act or omission of City or its officers, agents, servants or employees in the use of School District owned/leased property or in the exercise of any other right or privilege granted to City by School District pursuant to this agreement.

C. Maintenance of Facilities Jointly Used

1. Facilities jointly used shall be adequately maintained to insure proper and safe use, appearance and longevity.

2. Except as may be otherwise specified, the responsibility for the maintenance, repair or renovation of jointly used facilities shall be School District's responsibility on School District property, and City's responsibility on City property.

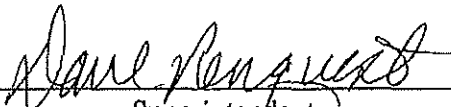
3. Joint maintenance of the same facility should not be practiced except for emergency situations and specialized cases.

D. Terms of Agreement

1. This agreement shall become operative on the date set forth above, and shall continue in effect for a period of twenty (20) years unless previously terminated by either party on ninety (90) days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth above.


Needles Unified School District

By: 
Superintendent

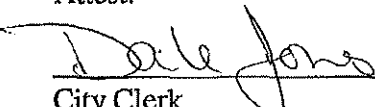
Attest:


Clerk of the Board

City of Needles

By: 
City Manager

Attest:


City Clerk



City of Needles, California Request for Council Action

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

Meeting Date: August 9, 2022

Title: Accept \$2,179,702 from Clean California Local Grant Program and authorize a FY 22/23 revenue and expenditure increase

Background: The City applied to CalTrans under the Clean California Grant Program for the First Beach project which includes a public restroom, trash bag stations, six trashcans, and six recycling bins on the site. The restroom and waste bins provide visitors of the park to dispose of waste correctly, and the transformed site will create a public space that the community is proud of.

The project site is a culturally important area where the community organically gathers. Despite First Beach being a significant space to the community, the project site currently has an empty basin used for dumping of trash and human waste. The type of waste disposed on the site includes bottles, diapers, food waste, food packaging, and canopies and beach chairs left by beach visitors. There is no signage to discourage dumping, and there is no public restroom and no trashcans on site. The site is unusable because of the dumping and lack of safe recreational space.

First Beach will be a safe community gathering space, which the community is invested in preserving. The project aims to empower the community as stewards of an area with cultural and historical significance to the City of Needles. The City was awarded the grant for the proposed project on March 3, 2022.

On July 25, 2022, the City was issued a notice to proceed and the enclosed executed grant agreement.

Fiscal Impact: \$2,179,702 in grant funding, no match required

Am Sylvia Miledi

Recommended Action: Accept \$2,179,702 from Clean California Local Grant Program and authorize a FY 22/23 revenue and expenditure increase

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: PM for RD **Date:** 8/3/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 16

Clean California Local Grant Program (State)
Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the City of Needles, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in Marina Park First Beach, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

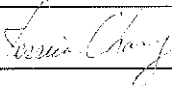
California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 ¹	\$544,925.00 \$1,634,777.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	Total Project Costs	\$2,179,702.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jessica Chang		5/2/22	\$2,179,702.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Rainie Torrance, (760) 326-5700 x140.
- b. **CALTRANS'** Contract Manager is Brandy Ybarra, (213) 435-9313. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:
City of Needles
Attention: Rainie Torrance, Assistant Utility Manager
Phone Number: (760) 326-5700 x140
Email: rtorrance@cityofneedles.com
817 Third St
Needles, California 92363

California Department of Transportation
District 8 / Planning
Attention: Brandy Ybarra, CCLGP Grant Manager
Phone Number: (213) 435-9313
Email: brandy.ybarra@dot.ca.gov
464 West 4th Street
San Bernadino, California 92401

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$2,179,702.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS Contract Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) 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 and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection 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. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III– Payment and Invoicing, Item 14(e)(4), above**.

- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above.**

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF NEEDLES

By:



Printed Name:

Gretchen Chavez

Title:

Office Chief
Clean California Local Grant Program
Division of Local Assistance

Date:

7/15/22

By:



Printed Name:

RICK DANIELS

Title:

CITY MANAGER

Date:

7/15/22

By:

Printed Name:

Title:

Date:



Request for Council Action

City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Accept TKE Engineer's Proposal for Design Work of Marina Beach Park (AKA: 1st & 2nd Beach) with a Grant from Clean California in the amount not to exceed \$264,064.

Background: On 05/02/2022 the City received official notice from Caltrans of its award of \$2,179,702 from the State of California under the Clean California Grant Program. The total grant in the amount of \$2,179,702 was granted to the City of Needles for the design and contraction of the Marina Beach Park Improvements Project.

The scope of the project is to design civil engineering plans for construction including irrigation, planting, electrical, specifications, cost estimates.

Fiscal Impact: A total not to exceed \$264,064 to complete design documents including (PS & E) plans, specifications & estimates for the project, being funded by Grant awarded by State of California Clean California Program. SM Sylvia Miledi

Recommendation: Accept TKE Engineer's Proposal for Design Work of Marina Beach Park (AKA: 1st & 2nd Beach) with a Grant from Clean California in the amount not to exceed \$264,064 and authorize staff to execute new task between City & TKE Engineer's for said work.

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

City Management Review:

Rick

Date:

8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐



T K E E N G I N E E R I N G , I N C .

August 1, 2022

Ms. Rainie Torrance
Assistant Utility Manager
City of Needles
817 Third Street
Needles CA 92363

Subject: Proposal to Provide Professional Engineering and Landscape
Architecture Services for the Marina Beach Park Improvements Project

Dear Ms. Torrance:

Thank you for the opportunity to submit a proposal to provide professional engineering and landscape architecture services for the subject project. TKE Engineering, Inc. (TKE) is partnering with Community Works Design Group (CWDG) for landscape architecture, and JCA Engineering, Inc. for electrical engineering (herein referred to as Project Team) to prepare improvement plans for integrating Clean California Local Grant Program funding into the existing Marina Beach Park. We are confident that the Project Team offers the best fit for the City of Needles (City). This confidence is rooted in the following points:

- The Project Team will begin these projects with a strong familiarity and rapport with your staff and the City, as our firms have worked seamlessly together on previous Park and Public Works projects. We recently completed plans for Jack Smith Trail Project and are in the process of completing plans for the Proposition 68 funded Duke Watkins Park Project.
- We have a wealth of experience in preparing construction drawings and providing bidding and construction administration services for State Grant-funded projects, including Proposition 68 and its predecessor, Proposition 84. Recent projects include Enchanted Hills Park and Mercado Park for the City of Perris.
- We understand the costs and intricacies involved in designing new features into existing parks. As we proceed from schematic design into construction drawings, we plan on walking the City through a series of critical decisions to ensure that the proposed design will make way for a high-quality, durable, maintenance-friendly facility within the available funding parameters, and that can be achieved in an expedited time frame.

- The Project Team excels in providing and updating three-dimensional renderings to fully convey design intent to key stakeholders and constituents, as recently showcased in reference examples within this proposal. Providing tangible renderings of the design in progress ensures that misconceptions and unfulfilled expectations are managed from the early stages of the project. This also allows full-scale insight to potential design conflicts that can be hashed out virtually, to avoid costly change orders during construction.
- The slated renovations to Marina Beach Park site have a strong focus in providing accessible and equitable amenities into the park. Accessible design is our forte! Our team will be led by our Principal Landscape Architect, Scott Rice, whom in addition to being an award-winning park planner, is the only landscape architect in southern California that also holds Certified Access Specialist (CASP) credentials.
- Our team consists entirely of consultants that we have teamed with on numerous successful park projects, including familiar faces from the Jack Smith Park team. Our collective familiarity with one another will ensure that we will “hit the ground running” on this project.

Our proposed scope of services is described in more detail below.

SCOPE OF SERVICES

The Project Team’s scope of services is presented in the following paragraphs:

Task 1.a - Concept Refinement and Schematic Design

Upon Notice to Proceed, our team will work with the City to transform the recently completed conceptual plans for the Marina Beach Park into schematic plans, so that final decisions can be made on layout, materials, and so on. A critical step in this process is developing real-time cost estimates so that we can ensure our design stays within the City’s available funding.

1. Our team, including the key representatives of our subconsultants, will meet with the City, with proper social distancing guidelines in place (or online if necessary, depending on the applicable COVID protocol in place at the time of award). The purpose of this kick-off meeting will be to allow the City and our team to establish the next steps for expediting the project design.
2. Our team members will become intimately familiar with all aspects of the existing sites, utilizing in-person inventorying by our in-house ISA Certified Arborist and Certified Landscape Irrigation Auditor. The topographic survey has already been completed by TKE. TKE will complete utility surveys and geotechnical investigations. Prior to beginning work, we will contact Underground Service Alert and also obtain local authorization prior to

excavating 6 hollow-stem auger borings to depths up to 50 feet or refusal, unless the City will allow recent geotechnical recommendations to apply to the new improvements.

3. We will build upon the base and conceptual plan information previously prepared. The base plan will serve as a moldable tool for reshaping to best fit the City's needs and operational abilities. We will concurrently update our initial cost estimate based on our understanding of the City's expectations for the park improvements. Because the funding of this project is limited, the ongoing cost assessment will be a critical step in the design process. Estimated costs will reflect escalation to midpoint of construction.
4. Once the City has indicated initial concurrence with the layouts, we will develop an initial color plan and 3-d renderings for conveying the working design to stakeholders and constituents. We will include up to three revisions to the working concept, each accompanied by updated color plans and renderings.
5. We will actively participate in as many community and Council meetings deemed necessary for the forward progress of this project. All preparatory meetings and correspondence with City Staff in advance of the community meeting are also included.
6. We will update the conceptual designs and 3-d renderings based on the Community and City input into an updated color plan to memorialize the completion of this concept refinement task. Multiple fly-through rendering video clips (1 min. max each) will be provided for publicizing the project.

Task 1.a - Deliverables

- CAD and PDF versions of topographic and utility survey
- Updated color concept plans, 3-d renderings, 3-d fly-through videos
- Cost estimates reflecting estimated cost at midpoint of construction escalated pricing

Task 1.b – Design Development (60% Plans/ Specs/ Estimates [PS&E])

With City and Community buy-in to the updated conceptual plans, we will move forward with the preparation of plans, specifications, and estimates (PS&E) necessary to obtain full City and applicable Agency approvals prior to construction. We will provide submittals at each plan milestone. The PS&E package will include all items deemed necessary for full City approval, but are not necessarily limited to, the items listed below.

1. **DEMOLITION PLANS** - We will prepare the demolition plans to clearly indicate action for all items to be demolished as well as those intended to be protected in place. For park renovation projects, the intricacy and clarity of which items need to be protected in place is an essential portion of the construction

- documents, and can eliminate the ambiguity that often triggers contractor change orders during construction.
2. **CIVIL ENGINEERING PLANS** - We will prepare the grading plan for construction of finished grading, drainage, street and parking lot improvements, horizontal and vertical control, water and sewer plans, water quality management plan (WQMP) and dust control plans. Preliminary Cut and Fill earthwork calculations will be prepared and updated. The plans will be at a scale of 1"=20' and indicate detail finish grading. Particular emphasis will be placed on ADA access into and within the park and will be designed with City input. Various options will be explored and refined into the construction document details.
 3. **CONSTRUCTION DRAWINGS** - Construction Drawings will include site plans and details with sufficient detail to accommodate construction. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products.
 4. **IRRIGATION PLANS** - We will prepare complete irrigation plans to comply with local water requirements and specific City requirements indicated by the City. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, efficiency and, most importantly, consistency with City standards will be our primary concerns.
 5. **PLANTING PLANS** - Complete Planting Plans with all necessary details will be provided. Durable, easily maintainable species will be of primary importance in the plant selection process.
 6. **ELECTRICAL** - Complete Site Electrical Plans including Lighting with all necessary details will be provided. We will be evaluating all existing systems and incorporate all of the latest technologies including solar, low voltage, LED systems to produce the most efficient and long term solutions for the City.
 7. **SPECIFICATIONS** - Specifications detailing materials and workmanship for all of the above items will be provided as required, including Greenbook cross references.
 8. **COST ESTIMATES** - Final estimates of probable construction and maintenance costs will be prepared, including providing regular value engineering recommendations.
 9. **DOCUMENT PROCESSING** - We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.
 10. **MEETINGS** - We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.

Task 1.b - Deliverables

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 2 sets hard copies of the submittal (60% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 60% Draft Plans, Estimates and Technical Specifications
- CAD files of all pertinent drawings

Task 1.c – Construction Documents (90% and 100% PS&E)

This task will reflect the further refinement of the Task 1.b scope, culminating in the preparation of plans, specifications, and estimates at the 90% and 100% milestones. We will plan on working diligently with City staff and the City's Construction Management consultant to ensure the project receives all due diligence necessary to allow for a smooth permitting process. After final approval, 24" x 36" mylars shall be submitted to the City along with a hard copy and an electronic copy of the plans and specifications for bidding purposes.

Task 1.c - Deliverables

- All listed items for Task 1.b, tailored for 90% and 100% submittal levels

Task 2.- Bidding Assistance

1. When each project goes out for competitive bidding, we will assist the City and the City's Construction Management consultant in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.
2. We will attend the pre-bid meeting and provide written minutes and follow up information as required. We will assist the City in obtaining and evaluating bids for the project as required.
3. We will provide written and graphic responses to bidder Requests for Information/Clarification as deemed necessary, to help facilitate clear, competitive bids with limited ambiguity.
4. We will assist the City with the bid review and contractor selection process to the extent requested by City staff.

Task 2 - Deliverables

- PDF copies of all documents (pre-bid meeting sign-in sheet, agenda, minutes, etc.)
- Excel spreadsheet of bid results to check for irregularities and math errors

Task 3 - Construction Administration

1. We will attend the pre-construction meeting and provide written minutes and follow up information as required within 1 day following the meeting. Throughout the project, we will provide full documentation relating to meeting decisions and action items, assignment of action items to team members, and all other requests indicated within the City's RFP.
2. When requested, we will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications.
3. We will participate in construction meetings, twice monthly in person and all other meetings virtually, in support of the City and the City's Construction Management consultant. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor. We will review job drawings, as-builts, RFI's, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents.
4. Our in-house FAA Certified UAS (Drone) pilot will provide monthly progress drone photography for use in updating stakeholders and constituents of construction progress.
5. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations. We will maintain updated RFI, Change Order and Submittal logs, which will be shared online via Basecamp app.
6. We will review as-builts and assist in the reproduction of the as-built information saved in electronic format for future reference to the project.

Task 3 - Deliverables

- PDF copies of all documents (field reports, RFI /Submittal logs, etc.)
- Preparation of monthly narrative reports
- Invoice and schedule review and updates (based on contractor progress)
- Preparation of Architect's Supplemental Instructions (ASI) as needed.
- Preparation of as-built/record drawings

FEE

The Project Team's proposed project fee of \$264,064 will include all design, bidding, and construction administration services described in the Scope of Services and details on the attached fee schedule. We will invoice the City monthly in accordance

with our rate schedule. Our invoice will not exceed the amount presented above without prior approval.

TENTATIVE SCHEDULE

The Project Team is committed to meet any schedule the City wishes to meet. We are a dedicated, flexible group, with proven performance with the subconsultants listed within this proposal. The tentative project schedule is attached for City review. We are notoriously flexible and can speed up or slow down the design as needed to best accommodate the City's internal timeline, as well as focusing the construction during optimal months, with sufficient plant establishment prior to opening the park to the public.

Again, thank you for the opportunity to submit our proposal to provide professional engineering and landscape architecture services for the City. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Steven W. Ledbetter, P.E.
Vice President
TKE Engineering, Inc.

Attachments: Fee Schedule and Tentative Project Schedule

City of Needles
Marina Beach Park Improvements Project
Consulting Engineering Fee

Task No.	Task	Principle In Charge		Project Manager		Project Engineer		Assistant Engineer/ Designer		Clerical		Inspector		2-Man Survey Crew		Subconsultants ^{1,3}	Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$		
Scope of Services																	
1.a	Concept Refinement and Schematic Design	4	\$ 700	8	\$ 1,320	20	\$ 3,100	40	\$ 5,400	4	\$ 340	\$ -		\$ -		\$ 41,767	\$ 52,627
1.b	Design Development (60% PS&E)	4	\$ 700	16	\$ 2,640	40	\$ 6,200	80	\$ 10,800	8	\$ 680	\$ -		\$ -		\$ 39,853	\$ 60,873
1.c	Construction Documents (90% and 100% PS&E)	2	\$ 350	8	\$ 1,320	16	\$ 2,480	32	\$ 4,320	4	\$ 340	\$ -		\$ -		\$ 24,640	\$ 33,450
2	Bidding Assistance		\$ -	4	\$ 660	8	\$ 1,240	8	\$ 1,080	2	\$ 170	\$ -		\$ -		\$ 10,153	\$ 13,303
3	Construction Administration ^{2,3}		\$ -	54	\$ 8,910	72	\$ 11,160	72	\$ 9,720	18	\$ 1,530	\$ -		16	\$ 3,840	\$ 68,651	\$ 103,811
	Subtotal:	10	\$ 1,750	90	\$ 14,850	156	\$ 24,180	232	\$ 31,320	36	\$ 3,060	0	\$ -	16	\$ 3,840	\$ 185,064	\$ 264,064

Rates:

Principle In Charge	\$ 175 /HR
Project Manager	\$ 165 /HR
Project Engineer	\$ 155 /HR
Assistant Engineer/Designer	\$ 135 /HR
Clerical	\$ 85 /HR
Inspector	\$ 120 /HR
2-Man Survey Crew	\$ 240 /HR

Notes:

- 1.) Subconsultant Costs for Landscape Architecture, Electrical, and Geotechnical
- 2.) Assumes 180 Days of Construction Support Services (Excluding Inspection and Materials Testing)

Grand Total: \$ 264,064

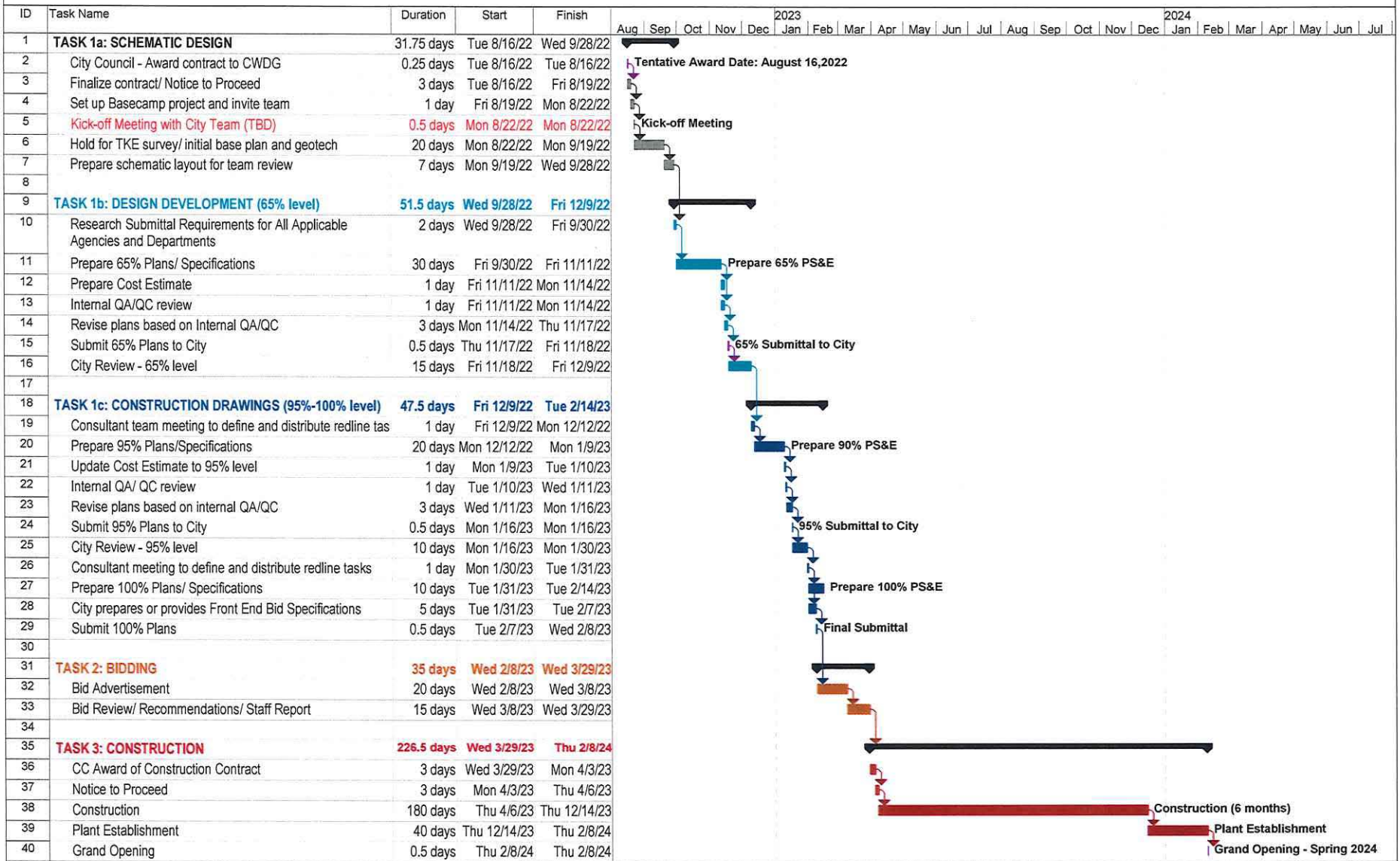
TKE Engineering, Inc.



MARINA BEACH PARK RENOVATION

TENTATIVE PROJECT SCHEDULE

UPDATED: JULY 26, 2022





City of Needles, California Staff Report

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☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Approve filing of a claim for Local Transportation Fund (LTF) and State Transit Assistance (STA) Fund the fiscal year 2022-2023

Background: Staff is seeking approval to file a claim for LTF and STA for funding of the Needles Area Transit, Senior Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot programs for the 2022-2023 fiscal year. The claim is based on the budget numbers submitted for approval at the June 14, 2022 council meeting and includes operational and administrative expenses, and the city's share of costs to participate in a transit performance reporting system. Council approval of the claim is required before submittal to the San Bernardino County Transportation Authority (SBCTA).

Fiscal Impact: \$431,973 in LTF; \$9,448 in STA operations; and \$150,000 in STA capital. There is no financial impact on the general fund.

Environmental: N/A

Recommendation: Approve filing of a claim for Local Transportation Fund (LTF) and State Transit Assistance (STA) Fund the fiscal year 2022-2023.

Submitted By: Cheryl Sallis, Community Services Manager

City Management Review:

Date:

7/19/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 18



Request for Council Action

City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Adopt Resolution 2022-61 Measure I Capital Improvement Plan for Fiscal Years 2023 to 2027

Background: Measure I require that each local jurisdiction receiving program revenues, adopt a Five-Year Capital Improvement Plan, which outlines the specific projects upon which those funds will be expended. This year's five-year plan will cover fiscal years 2023 through 2027.

The scope to include the following streets for Grind and Pave 1-1/2 to 2" with Petromat the Streets identified in the Phase 4; Desoto (Parkway – Balboa St), Carty Way, Carty Pl, Cary Cir, and El Monte (Parkway to Coronado) and Phase 5 ; Parkway (Lillyhill – Rio Vista), J Street (Parkway – Coronado), Luna Vista (Parkway – Balboa St), Rio Vista (Parkway – Coronado), Calle Hernandez, Redwood, Santa Fe Cir, Larchwood, Casa Linda (Lillyhill to Redwood) La Cima Rd, San Clemente, Arizona Street, San Luis, Casa Del Sol, Casa Real, Clary Dr, Arch St, Q St and North O Street

Fiscal Impact: See attached plan

AM Sylvia Miledi

Recommendation: Approve the City Council Resolution No 2022-61 adopting the Measure I Five-Year Capital Improvement Plan for fiscal years 2023 through 2027.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review:

Rick

Date:

8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

RESOLUTION NO. 2022-61

**A RESOLUTION OF THE CITY COUNCIL, OF
THE CITY OF NEEDLES, CALIFORNIA,
ADOPT THE MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT
PLAN FOR FISCAL YEARS 2023 THROUGH 2027**

WHEREAS, San Bernardino County voters approved passage of Measure I in September 2019 authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plan set forth in Ordinance No. 89-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Streets Program to annually adopt and update a Five-Year Capital Improvement Plan, and

WHEREAS, the plan adopted August 9th, 2022, has no projects scheduled for FYE 2022 or FYE 2023 and will use collected funds in FY 2022 & FY 2023 to begin Grind and Pave 1-1/2 to 2" with Petromat on the Streets identified in Phase 4 and Phase 5 Street Improvements Plan per Pavement Management Plan adopted October 2019.

WHEREAS, the scope to include the following streets for Grind and Pave 1-1/2 to 2" with Petromat on the Streets identified in the Phase 4; Desoto (Parkway – Balboa St), Carty Way, Carty Pl, Cary Cir, and El Monte (Parkway to Coronado) and Phase 5 Street Improvements Plan; Parkway (Lillyhill – Rio Vista), J Street (Parkway – Coronado), Luna Vista (Parkway – Balboa St), Rio Vista (Parkway – Coronado), Calle Hernandez, Redwood, Santa Fe Cir, Larchwood, Casa Linda (Lillyhill to Redwood) La Cima Rd, San Clemente, Arizona Street, San Luis, Casa Del Sol, Casa Real, Clary Dr, Arch St, Q St and North O Street

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Needles hereby adopt Resolution No 2022-61, Measure I Five Year Capital Improvement plan to including street improvements under the Phase 4 & Phase 5 of the Paving Management Plan along with other funds.

CITY OF NEEDLES
MEASURE I CAPITAL IMPROVEMENT PLAN

EXPENDITURE STRATEGY
Fiscal Year 2023 to 2027

Each jurisdiction shall adopt a Measure I Capital Improvement Plan Expenditure Strategy as part of the annual Capital Improvement Plan adoption. **The Expenditure Strategy is not intended to be a narrative description of the projects listed in the Capital Improvement Plan.** Instead, the Expenditure Strategy should provide the policy approach adopted by the Council for the expenditure of Measure I funds. The jurisdictional **Expenditure Strategy** provides an opportunity to document circumstances or analyses which are not otherwise apparent when reviewing the Measure – I Capital Improvement Plan.

You must include the strategy as part of the annual Capital Improvement Plan adopted by your governing body.

*THE CITY INTENDS TO ACCUMULATE MEASURE I REVENUE FOR THE
SPECIFIC LARGE PROJECTS LISTED (i.e., "PAY-AS" YOU GO). PLEASE
REFER TO THE LIST OF PROJECTS ON THE ATTACHED FIVE-YEAR
CAPITAL IMPROVEMENT PLAN FOR OUR CITY.*

MEASURE I PROJECTS

FYE 2023	NO PROJECT
FYE 2024	PORTIONS of the <u>Phase 4</u> Street Improvements – Per Pavement Management Plan Desoto (Parkway – Balboa St), Carty Way , El Monte (Parkway to Coronado)
FYE 2025	PORTIONS of the <u>Phase 5</u> Street Improvements – Per Pavement Management Plan Including Parkway (Lillyhill – Rio Vista), J Street (Parkway – Coronado), Luna Vista (Parkway – Balboa St), Rio Vista (Parkway – Coronado), Calle Hernandez , Redwood , Santa Fe Cir , Larchwood , Casa Linda (Lillyhill to Redwood) La Cima Rd , San Clemente , Arizona Street , San Luis , Casa Del Sol , Casa Real , Clary Dr , Arch St , Q St and North O Street
FYE 2026	NO PROJECT
FYE 2027	NO PROJECT

Resolution Number:	2022-61
Resolution Approval Date:	8/9/2022
Contact Person/Title:	Tammy Ellmore, Engineering Tech
Phone:	760-326-5740 x 150
Email:	tellmore@cityofneedles.com

Measure I Local Pass-through Program
FIVE YEAR CAPITAL IMPROVEMENT PLAN
 Fiscal Years 2022/2023 thru 2026/2027

Jurisdiction:

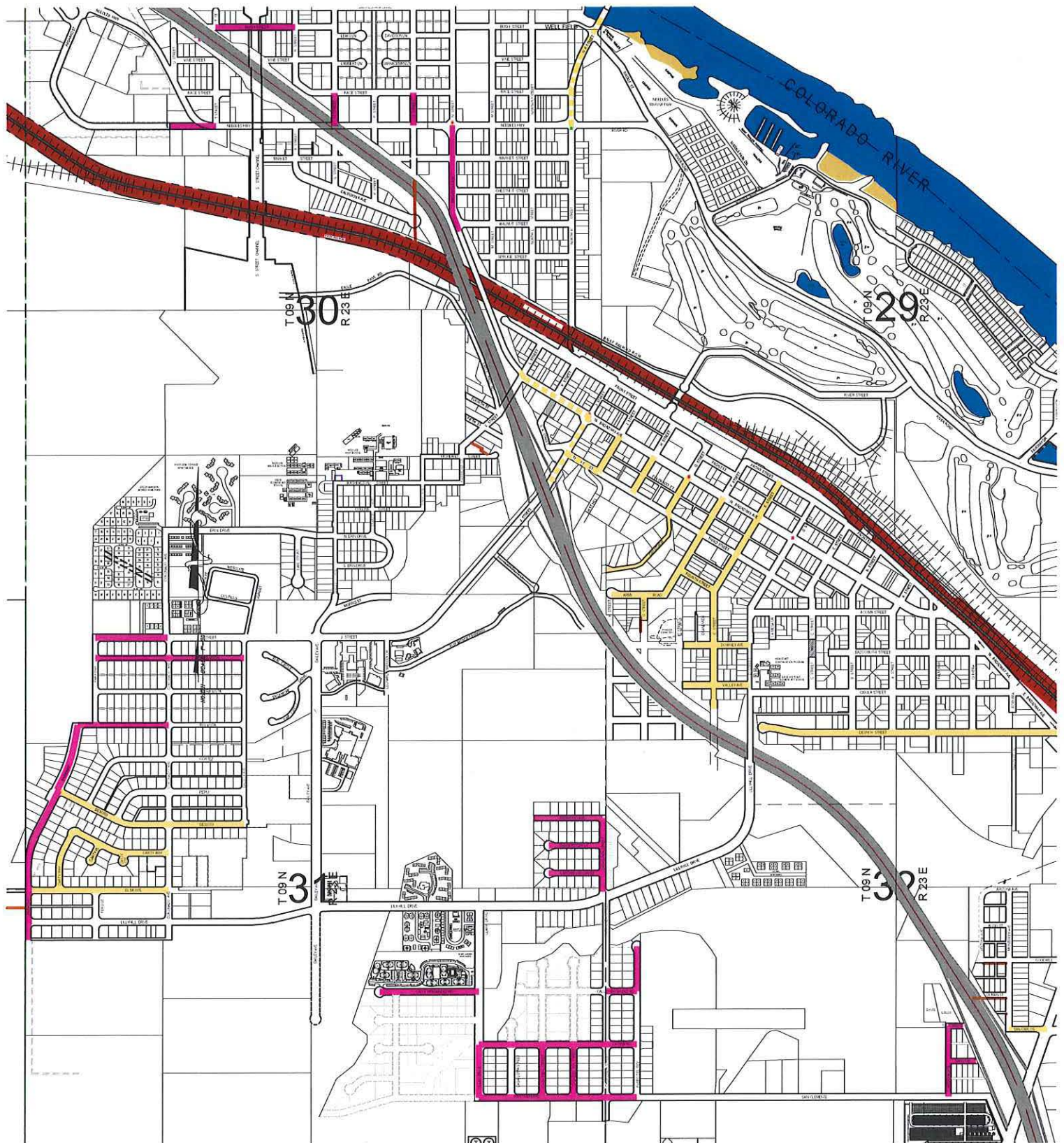
Needles

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City of Needles Capital Projects

Street Improvements & Water Service Replacement

MEASURE I PROJECTS - PHASE 4 & 5



LEGEND

- PHASE 4 - PAVING IMPROVEMENTS (2023)**
including Water Services
- PHASE 5 - PAVING IMPROVEMENTS (2024)**
including Water Services



City of Needles, California

Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: City Council Resolution No. 2022-60 Approving the "Ambie's Sweet Shop" Economic Development Program Application for the business located at 109 F Street,

Background: On November 9, 2021, the City Council approved Resolution No. 2021-68 amending the Economic Development Grant Program which established a program designed to assist new and existing non-cannabis businesses with costs associated with infrastructure improvements, fees, and startup costs that encourage improvements and investment in commercial properties within the City of Needles.

Dan and Amber Williams the owners of "Ambie's Sweet Shop" have applied for the Economic Development Program. On July 2, 2022, they opened their doors to costumers and sell pastries, soft drinks, confections, soft serve, and ice cream.

Dan and Amber Williams have invested \$24,805 in equipment purchases, environmental health permits, and material startup costs. Mr. and Mrs. Williams have submitted an Economic Development Program Application in the amount of \$12,652. The funds will be used towards the costs associated with opening their business. "Ambie's Sweet Shop" will add two new fulltime jobs to the local economy.

The applicant meets the requirements to be eligible for the Economic Development Program Grant Funds due to the fact:

1. The applicant is operating a new separate, non-cannabis business with a physical location in the City.
2. The applicant is providing a private investment that is at least twice the amount of the requested grant.
3. The proposed creates two new sustainable full-time positions.
4. Project allows public access.

Fiscal Impact: The Economic Development Grant Fund request of \$12,652 will be paid for by a portion of the Cannabis Tax revenues. The fund currently has a balance of \$1,034,000 as of May 31, 2022 (FY22).

Sylvia Miledi SM

Recommended Action: Approve City Council Resolution No. 2022-60 Approving the "Ambie's Sweet Shop" Economic Development Program Application for an amount not to exceed \$12,652 to the business located at 109 F Street,

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

City Management Review: Rick **Date:** 8/2

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

Agenda Item: 20

RESOLUTION 2022-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING THE "AMBIE'S SWEET SHOP" ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR THE BUSINESS LOCATED AT 109 F STREET, ALSO KNOWN AS 0186-104- 26-0000

WHEREAS, On November 9, 2021, the City Council approved Resolution No. 2021-68 amending the Economic Development Grant Program which established a Program designed to assist new and existing non-cannabis businesses with costs associated with infrastructure improvements, fees, and startup costs that encourage improvements and investment in commercial properties within the City of Needles; and

WHEREAS, Dan and Amber Williams the owners of "Ambie's Sweet Shop" have applied for the Economic Development Program. On July 2, 2022, they opened their doors to customers and sell pastries, confections, soft serve, and ice cream; and

WHEREAS, the investment of \$24,805 in equipment purchases, environmental health permits, and material startup costs. Mr. and Mrs. Williams have submitted an Economic Development Program Application in the amount of \$12,652. The funds will be used towards the costs associated with opening their business. "Ambie's Sweet Shop" will add two new fulltime jobs to the local economy; and

WHEREAS, the City Council understands the importance of creating economic development opportunities in the City and the Economic Development Program is an instrument which funds new non-cannabis businesses in the City.

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

PASSED, APPROVED AND ADOPTED this 9th day of August 2022 by the following roll call vote:

SECTION 1. The CITY COUNCIL HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2022-60**.

SECTION 2. The CITY COUNCIL HEREBY APPROVES Resolution **2022-60**, Approving the "Ambie's Sweet Shop" Economic Development Program Application for an amount not to exceed \$12,652 to the business located at 109 F Street, Also Known as 0186-104-26-0000

AYES:
NOES:
ABSENT:
ABSTAIN:

(Seal)

Attest:

Mayor

City Clerk

Approved as to form:

City Attorney

109 F Street Ambie's Sweet Shop [07/18/2022]



Date	Vendor	Document Type	Amount	Status
3/18/2022	Walmart	Equipment	\$ 1,081.25	Paid
3/20/2022	Smart and Final	Supplies (Materials)	\$ 42.85	Paid
3/21/2022	Hobby Lobby	Supplies (Materials)	\$ 33.79	Paid
3/21/2022	Walmart	Supplies (Product)	\$ 76.20	Paid
3/23/2022	Walmart	Equipment	\$ 326.58	Paid
3/24/2022	Smart and Final	Supplies (Materials)	\$ 107.58	Paid
3/24/2022	Deco Food Service	Supplies (Product)	\$ 240.88	Paid
3/24/2022	Sams Club	Supplies (Materials and Product)	\$ 108.75	Paid
3/24/2022	Hobby Lobby	Supplies (Materials)	\$ 33.61	Paid
3/25/2022	Walmart	Supplies (Materials)	\$ 2.78	Paid
3/26/2022	Walmart	Equipment	\$ 28.56	Paid
3/26/2022	Walmart	Equipment	\$ 51.16	Paid
3/27/2022	Dollar General	Supplies (Product)	\$ 12.79	Paid
3/28/2022	Hobby Lobby	Supplies (Materials and Product)	\$ 96.37	Paid
3/28/2022	Hobby Lobby	Supplies (Materials)	\$ 50.57	Paid
3/30/2022	Sams Club	Supplies (Materials and Product)	\$ 166.94	Paid
3/31/2022	SB Assessor-Record	Supplies (FBN Statement)	\$ 57.00	Paid
3/31/2022	Dollar Tree	Supplies (Product)	\$ 60.86	Paid
4/4/2022	News West Publishing	Business License State	\$ 128.52	Paid
4/4/2022	Deco Food Service	Supplies (Product)	\$ 258.98	Paid
4/4/2022	Hobby Lobby	Supplies (Materials)	\$ 76.95	Paid
4/5/2022	Walmart	Supplies (Materials)	\$ 75.67	Paid
4/6/2022	Vevor	Equipment	\$ 794.99	Paid
4/7/2022	Smart and Final	Supplies (Product)	\$ 118.69	Paid
4/7/2022	Walmart	Supplies (Product)	\$ 170.66	Paid
4/8/2022	Walmart	Equipment	\$ 28.56	Paid
4/11/2022	Home Depot	Construction Materials	\$ 31.32	Paid
4/13/2022	Walmart	Supplies (Materials and Product)	\$ 173.53	Paid
4/14/2022	Smart and Final	Supplies (Materials and Product)	\$ 226.39	Paid
4/14/2022	Dollar General	Supplies (Materials and Product)	\$ 34.39	Paid
4/15/2022	Dollar General	Supplies (Product)	\$ 17.00	Paid
4/15/2022	Deco Food Service	Supplies (Product)	\$ 470.97	Paid
4/15/2022	Amazon	Equipment	\$ 425.39	Paid
4/15/2022	Walmart	Equipment	\$ 135.75	Paid
4/16/2022	Home Depot	Construction Materials	\$ 195.00	Paid
4/16/2022	Walmart	Equipment	\$ 1,396.43	Paid
4/17/2022	Ace Hardware	Construction Materials	\$ 16.85	Paid
4/18/2022	Goodwill	Materials	\$ 4.49	Paid
4/18/2022	Walmart	Supplies (Product)	\$ 27.06	Paid
4/18/2022	Walmart	Supplies (Materials and Product)	\$ 103.49	Paid
4/18/2022	Walmart	Equipment	\$ 37.91	Paid
4/19/2022	Smart and Final	Supplies (Materials)	\$ 188.97	Paid
4/19/2022	Hobby Lobby	Supplies (Materials and Product)	\$ 25.85	Paid
4/19/2022	Walmart	Supplies (Materials)	\$ 24.24	Paid
4/20/2022	Smiths	Supplies (Product)	\$ 15.85	Paid
4/20/2022	Home Depot	Construction Materials	\$ 128.70	Paid
4/20/2022	Lowe's	Construction Materials	\$ 8.95	Paid
4/20/2022	Sams Club	Supplies (Materials)	\$ 13.17	Paid
4/20/2022	Walmart	Supplies (Product)	\$ 9.50	Paid
4/21/2022	Smart and Final	Supplies (Materials)	\$ 158.11	Paid
4/22/2022	Home Depot	Construction Materials	\$ 66.25	Paid
4/24/2022	99 Cent	Supplies (Materials)	\$ 34.38	Paid
4/25/2022	Walmart	Supplies (Materials)	\$ 289.00	Paid
4/25/2022	Dollar General	Materials	\$ 44.88	Paid
4/25/2022	Hobby Lobby	Supplies (Materials)	\$ 35.39	Paid
4/26/2022	Walmart	Equipment	\$ 682.93	Paid
4/26/2022	Webstaurant	Equipment	\$ 2,046.17	Paid
4/26/2022	Walmart	Equipment	\$ 682.93	Paid
4/27/2022	Smart and Final	Supplies (Materials)	\$ 305.34	Paid
4/27/2022	Hobby Lobby	Supplies (Materials and Product)	\$ 92.89	Paid
4/28/2022	Impact Online Printing	Office Equipment (Business Cards)	\$ 21.79	Paid
4/28/2022	Amazon	Equipment	\$ 230.57	Paid
4/28/2022	Amazon	Supplies (Materials)	\$ 70.92	Paid
4/28/2022	Walmart	Supplies (Product)	\$ 211.68	Paid
4/28/2022	Walmart	Equipment	\$ 211.68	Paid
4/29/2022	Lowe's	Construction Materials	\$ 46.61	Paid
4/29/2022	Amazon	Equipment	\$ 159.66	Paid
4/30/2022	Amazon	Equipment	\$ 27.67	Paid
5/2/2022	Chase	Equipment	\$ 429.92	Paid
5/2/2022	Toppers USA	Supplies (Materials)	\$ 13.55	Paid
5/2/2022	Hardware Express	Construction Materials	\$ 10.76	Paid
5/3/2022	Ace Hardware	Construction Materials	\$ 21.11	Paid
5/3/2022	Travelers Insurance	Insurance Start-up Cost	\$ 500.00	Paid
5/5/2022	Walmart	Supplies (Materials)	\$ 750.00	Paid
5/7/2022	Walmart	Supplies (Product)	\$ 13.70	Paid
5/7/2022	Home Depot	Construction Materials	\$ 50.03	Paid
5/7/2022	Lowe's	Construction Materials	\$ 36.71	Paid
5/9/2022	Walmart	Supplies (Product)	\$ 42.75	Paid

5/10/2022	Amazon	Supplies (Materials)	Receipt	\$	11.84	Paid
5/10/2022	Amazon	Supplies (Materials)	Receipt	\$	35.52	Paid
5/10/2022	Amazon	Equipment	Receipt	\$	215.49	Paid
5/11/2022	Thrift Store	Equipment	Receipt	\$	12.99	Paid
5/12/2022	Deco Food Service	Supplies (Product)	Receipt	\$	45.06	Paid
5/13/2022	Apple	Office Equipment	Receipt	\$	7.99	Paid
5/16/2022	Walmart	Equipment	Receipt	\$	182.31	Paid
5/17/2022	Ice Machine Clearance	Equipment	Receipt	\$	2,199.00	Paid
5/20/2022	Hobby Lobby	Supplies (Materials and Product)	Receipt	\$	48.70	Paid
5/20/2022	Environmental Health Services	EHS Plan Check	Receipt	\$	937.65	Paid
5/21/2022	Amazon	Equipment	Receipt	\$	8.82	Paid
5/23/2022	Route 66 Broadband	Equipment	Receipt	\$	72.02	Paid
5/24/2022	Amazon	Supplies (Materials)	Receipt	\$	8.82	Paid
5/25/2022	Dollar General	Supplies (Product)	Receipt	\$	3.30	Paid
5/27/2022	Pepsi	Equipment	Receipt	\$	694.83	Paid
5/27/2022	Ace Hardware	Construction Materials	Receipt	\$	45.84	Paid
5/27/2022	Deco Food Service	Supplies (Product)	Receipt	\$	159.89	Paid
5/28/2022	Hardware Express	Construction Materials	Receipt	\$	33.94	Paid
5/28/2022	Home Depot	Construction Materials	Receipt	\$	300.84	Paid
5/28/2022	Home Depot	Construction Materials	Receipt	\$	53.25	Paid
6/1/2022	Amazon	Equipment	Receipt	\$	6.45	Paid
6/1/2022	Amazon	Supplies (Materials)	Receipt	\$	9.69	Paid
6/4/2022	Amazon	Equipment	Receipt	\$	43.00	Paid
6/7/2022	Smart and Final	Supplies (Materials and Product)	Receipt	\$	231.43	Paid
6/20/2022	Route 66 Broadband	Equipment	Receipt	\$	83.08	Paid
6/24/2022	Environmental Health Services	EHS Permits	Receipt	\$	571.00	Paid
6/25/2022	Waynes Appliances	Equipment	Receipt	\$	2,696.25	Paid
6/27/2022	Deco Food Service	Supplies (Product)	Receipt	\$	314.46	Paid
6/27/2022	Deco Food Service	Supplies (Product)	Receipt	\$	82.41	Paid
7/1/2022	Linde	Equipment	Receipt	\$	38.73	Paid
7/1/2022	Deco Food Service	Supplies (Product)	Receipt	\$	693.48	Paid
7/5/2022	Route 66 Broadband	Equipment	Receipt	\$	83.08	Paid
7/8/2022	Deco Food Service	Supplies (Product)	Receipt	\$	146.83	Paid
4/31/2022	San Bernardino County Recorder	Fictitious Business License Name	Receipt	\$	57.00	Paid
				Total	\$	25,305.11
				Eligible Grant Amount	\$	12,652.56
				Amount Requested	\$	12,652.56



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Accept 2023 Employee Benefits plan.

Background: The City of Needles overall renewal plan for medical and ancillary coverage renewal for 2023 calendar year, has been received from Alliant and Special Districts Risk Management Association. Of the two Blue Shield PPO (SDRMA) plans offered to employees, the Gold PPO plan and the Silver PPO plan are increasing by 9.5%. Renewal rates include Affordable Care Act taxes and fees. The Dental plan, Vision plan, and the Life and Disability plan received 0% change. The City and the 2 bargaining units mutually agreed to share equally (50%) of any increase and/or decrease to health (medical) insurance premiums commencing on or after July 1, 2013.

Fiscal Impact: Increases for the employees will range from \$346 to \$1,242 annually depending on the coverage level (employee, employee + 1, or employee + family) The shared City portion of the cost increase was anticipated and fundable within the existing budget.

Recommended Action: Accept

Submitted By: Tracy Beck, H.R. Specialist

City Management Review:

Tracy Beck

Date:

8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 21



Last Year's Renewal Results

Coverage	Decision/Outcome
SDRMA Medical	Blue Shield – Medical PPO (GOLD) – renewed with a 3.3% increase Blue Shield – Medical PPO (SILVER) – renewed with a 3.3% increase
Delta Dental PPO (PRISM)	Renewed with a 3.9% decrease with 1 year rate guarantee through 12/31/2022
VSP Vision	In a rate guarantee through 12/31/2022
Mutual of Omaha Life/AD&D, Life/AD&D, STD, LTD, EAP	In a rate guarantee through 12/31/2022 <ul style="list-style-type: none"> • Basic Life and AD&D • Short Term Disability • Long Term Disability • EAP – Added 1/1/2022



2023 Financial Summary Overview

Program Overview

City of Needles – overall renewal came in at an estimated annual increase of 8.5% or \$71,564 overall

MEDICAL

SDRMA Medical PPO renewal came in with a 9.5% increase with a 1 year rate guarantee through 12/31/2023

Rates are based on 12 month rating/claim period. For 2023 renewal, 12 month rating/claim period was March 2021-February 2022

PRISM/SDRMA saw an overall increase in healthcare utilization compared to lack of utilization during 2020 and 2021 when COVID was at its peak

Significant increase in high-cost large claims

Reinstatement of PCORI fee (built into rates)

Other factors that contributed were:

- Rising costs in Specialty meds and Compound drugs

- Public Entity population is older than the average Private groups

- The average cost of care is higher for those who are older

Alliant Insurance Services



2023 Financial Summary Overview

Dental DPPO – Delta Dental (PRISM)

Received a rate pass (0%), rates guaranteed until 12/31/2023

Vision - VSP

Received a rate pass (0%), rates guaranteed until 12/31/2026

Plan options available for review

Life and Disability - Mutual of Omaha

Received a rate pass (0%), with a 2 year rate guarantee through 12/31/2024

Basic Life and AD&D

Short Term Disability

Long Term Disability



Financial Overview

LINE OF COVERAGE	EF's	Current	Renewal	% Δ
SDRMA - Blue Shield PPO (GOLD)	38	\$719,896	\$788,284	9.5%
SDRMA - Blue Shield PPO (SILVER)	3	\$33,434	\$36,610	9.5%
Delta Dental PPO (PRISM)	42	\$35,795	\$35,795	0.0%
VSP Vision	40	\$9,013	\$9,013	0.0%
Mutual of Omaha Basic Life / AD&D	47	\$22,308	\$22,308	0.0%
Mutual of Omaha STD	14	\$3,000	\$3,000	0.0%
Mutual of Omaha LTD	47	\$14,956	\$14,956	0.0%
TOTAL ANNUAL PREMIUM		\$838,401	\$909,965	
ANNUAL DOLLAR CHANGE			\$71,564	
ANNUAL PERCENT CHANGE			8.5%	

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

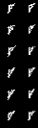
Medical Plan Renewal





Renewal Overview – Medical PPO

Renewal Year	City of Needles PPO	CA PPO Market Trend	PERS Choice / PERS Platinum PPO
2018	4.7%	9.0%	-2.7%
2019	3.0%	9.0%	5.5%
2020	3.3%	7.0%	8.5%
2021	10.5%	7.0%	7.2%
2022	3.3%	7.0%	11.5%
2023	9.5%	8.0%	14.97%
6 Year Avg	5.7%	7.8%	7.5%



Renewal Overview – Medical PPO

Medical Plan Benefits	SDRMA - Blue Shield PPO (GOLD)		SDRMA - Blue Shield PPO (SILVER)	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year Deductible				
Individual / Family	\$500 / \$1,000	Embedded	\$2,000 / \$4,000	Embedded
Annual Out-of-Pocket Maximum				
Individual / Family	\$2,000 / \$4,000		\$5,000 / \$10,000	
Physician Office Visit	\$20	50%	\$30	50%
Specialist Copay	\$20	50%	\$30	50%
Preventative Care	No Charge (ded waived)	Not Covered	No Charge (ded waived)	Not Covered
Lab and X-Ray				
CT, MRI, PET scans	20% (\$100 + 20% if at Hospital)	50% (limit \$800/day)	20% (\$100 + 20% if at Hospital)	50% (limit \$800/day)
Other lab and x-ray tests	\$0 (\$25 + 20% if at Hospital)	50% (up to \$350/day in Hospital)	\$0 (\$25 + 20% if at Hospital)	50% (up to \$350/day in Hospital)
Hospitalization				
Inpatient	20%	50% (limit \$600/day)	20%	50% (limit \$600/day)
Outpatient	ASC: 10% (ded waived) Hospital: 20%	50% (limit \$350/day)	ASC: 10% (ded waived) Hospital: 20%	50% (limit \$350/day)
Emergency Room				
Urgent Care Services	\$100 + 20%	(Copay waived if admitted)	\$100 + 20%	(Copay waived if admitted)
Chiropractic Care	\$20	50%	\$30	50%
Acupuncture Care	20%	50% (limit \$25 / visit) (26 visits/yr combined w/ Acupuncture)	20%	50% (limit \$25 / visit) (26 visits/yr combined w/ Acupuncture)
PRESCRIPTION DRUGS				
Deductible	None	Generic / Brand / Non Formulary	Generic / Brand / Non Formulary	Generic / Brand / Non Formulary
Rx Copay Out-of-Pocket Maximum	\$4,600 / \$8,200		\$1,600 / \$3,200	
Retail - 30 day supply	\$5 / \$30 / \$45		\$10 / \$20 / \$45	
Mail Order - 90 day supply	\$10 / \$15 / \$12.50		\$20 / \$40 / \$90	
Specialty Drugs	30% (up to \$150)		30% (up to \$150)	
Specialty Drugs Mail	30% (up to \$300)		30% (up to \$300)	
RATE GUARANTEE		1 Year (1/1/2022 - 12/31/2022)	1 Year (1/1/2022 - 12/31/2022)	1 Year (1/1/2023 - 12/31/2023)
MONTHLY RATES				
EE Only	13	Current	Current	Renewal
EE + 1	11	\$842.54	\$842.88	\$868.41
EE + Family	14	\$1,678.90	\$1,638.55	\$1,320.46
	36	\$2,183.60	\$2,390.63	\$1,718.04
MONTHLY PREMIUM				
ANNUAL PREMIUM		\$59,991	\$55,690	\$3,051
		\$719,996	\$788,284	\$35,630
ANNUAL DOLLAR CHANGE				
ANNUAL PERCENT CHANGE				
		\$68,388	\$68,388	\$3,177
		9.5%	9.5%	9.5%

Enrollment is as of June 2022. Includes early retirees.
This summary is for informational purposes only. It does not represent actual or future performance.
The actual results may vary. In the event of a change in the summary plan document, the Plan Document will prevail.

PRISM Overview



PRISM Overview

PRISM

Established in 1979, PRISM (Public Risk Innovation, Solutions and Management) is a risk sharing pool dedicated to controlling losses and providing effective risk management solutions. PRISM is a member directed pool serving California public agencies.

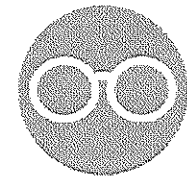
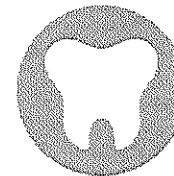
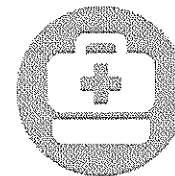
Membership in Property & Casualty and Employee Benefit coverages has expanded to include 95% of counties, 60% of cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other Joint Powers Authorities.

Employee Benefit Coverages Offered

- Medical (PRISMHealth – Anthem/Blue Shield/Kaiser)
- Dental (Delta Dental)
- Vision (VSP/MES)
- EAP (MHN/Anthem)
- Life & Disability (Voya/Lincoln)

PRISM Membership Highlights

- Medical – 45 member groups – 40,000 covered
- Dental – 181 member groups – 88,200 covered
- Vision – 114 member groups – 49,900 covered
- EAP – 104 member groups – 49,000 covered
- Life & DI – 148 member groups – 90,000 covered



Ancillary Renewals



PRISM Dental Renewal Summary Delta Dental

PRISM Dental Renewal

■ PPO January 2023 results

- Delta Dental PRISM proposes a rate pass (0%)
- Dental Trend Used: 1.5%
- Subsidy was applied to buy-down PPO renewal and dividends were issued

- The PRISM Dental Pool includes 181 member groups and 88,200 covered members.
- EIA Employee Benefits Committee approved a \$2M dividend for those members participating in the Fixed Rate Dental PPO Program. The dividend is available to members of record as of January 1, 2022, with premium paid during the previously three completed plan years.
- As a PRISM member, City of Needles was mailed a check of \$1,942.81

City of Needles 5 year renewal history:

Delta (PRISM)	2019	2020	2021	2022	2023	Average
Dental PPO	-3.4%	0.0%	-1.3%	3.9%	0.0%	-0.1%



Delta Dental PPO (PRISM)

Dental Benefits		Delta Dental PPO (PRISM)	
		Current / Renewal	
Calendar Year Maximum		In-Network	Out-of-Network
		\$1,000 (Per patient per calendar year)	
Calendar Year Deductible			
Individual/Family		\$50 / \$150 (Waived for Preventive)	
Diagnostic and Preventive			
Oral Exam		100%	
X-Rays			
Teeth Cleaning			
Fluoride Treatment			
Space Maintainers			
Basic Services			
Amalgam/Composite Fillings		80%	
Periodontics (Gum disease)			
Endodontics (Root Canal)			
Extractions & Other Oral Surgery			
Major Services			
Crowns		50%	
Inlays and Onlays			
Prosthodontics			
Implants			
Orthodontics			
Benefit		50%	
Lifetime Maximum		\$1,000	
Out-of-Network Reimbursement		Fee Schedule	
RATE GUARANTEE			
MONTHLY RATES		1 Year	1 Year
		1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023
		Current	Renewal
Employee Only	15	\$34.70	\$34.70
Employee + Family	21	\$91.20	\$91.20
MONTHLY PREMIUM		\$2,983	\$2,983
ANNUAL PREMIUM		\$35,795	\$35,795
ANNUAL DOLLAR CHANGE		\$0	
ANNUAL PERCENT CHANGE		0.0%	

Enrollment is as of March 2022

Dependent age max changed to 26 at no rate impact.

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.



VSP Vision

Vision Benefits		VSP (Signature) Current / Renewal		VSP (Signature) Option 1		VSP (Signature) Option 2	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Exam		Copay: \$10	Pays Up To: \$50	Copay: \$10	Pays Up To: \$50	Copay: \$10	Pays Up To: \$50
Lenses							
Single		\$25	\$50	\$25	\$50	\$25	\$50
Bifocal		\$25	\$75	\$25	\$75	\$25	\$75
Trifocal		\$25	\$100	\$25	\$100	\$25	\$100
Len Enhancements							
Standard Progressive Lenses		No Charge	\$75	No Charge	\$75	No Charge	\$75
Premium Progressive Lenses		\$80 - \$90		\$80 - \$90		\$80 - \$90	
Custom Progressive Lenses		\$120 - \$160		\$120 - \$160		\$120 - \$160	
Frames							
Frames		\$120 Allowance; 20% off amount over allowance	\$70	\$120 Allowance; 20% off amount over allowance	\$70	\$130 Allowance; 20% off amount over allowance	\$70
Contact Lenses ²							
Elective		\$120 Allowance; Copay does not apply	\$105	\$120 Allowance; Copay does not apply	\$105	\$130 Allowance; Copay does not apply	\$105
Frequency of Services							
Eye Examination		12 Months		12 Months		12 Months	
Lenses		12 Months		12 Months		12 Months	
Frames		24 Months		24 Months		24 Months	
Contact Lenses*		12 Months		12 Months		12 Months	
LightCare (Blue Light/Sun Glasses)		Not Covered		Covered ²	Not Covered	Not Covered	
Rate Guarantee		2 Years (1/1/2021 - 12/31/2022)	4 Years (1/1/2023 - 12/31/2026)	4 Years (1/1/2023 - 12/31/2026)		4 Years (1/1/2023 - 12/31/2026)	
MONTHLY RATES	EE's	Current	Renewal	Option 1		Option 2	
Employee Only	14	\$10.89	\$10.89	\$11.24		\$11.38	
Employee + 1	11	\$15.80	\$15.80	\$16.29		\$16.51	
Employee + Family	15	\$28.32	\$28.32	\$29.21		\$29.60	
	40						
MONTHLY PREMIUM		\$751	\$751	\$775		\$785	
ANNUAL PREMIUM		\$9,013	\$9,013	\$9,296		\$9,419	
ANNUAL DOLLAR CHANGE			\$0	\$284		\$406	
ANNUAL PERCENT CHANGE			0.0%	3.1%		4.5%	

1. Contact lenses are in lieu of spectacle lenses and frame.

2. With VSP LightCare, you can use your frame and lens benefit to get non-prescription eyewear from your VSP network doctor towards blue light filtering glasses, and non prescription sunglasses.

Enrollment is as of June 2022; Includes COBRA.

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Mutual Of Omaha - Basic Life and AD&D

Basic Life/AD&D Benefits		Mutual of Omaha Current / Renewal	
Eligibility		Must be actively working a minimum of 30 hours per week to be eligible for coverage	
Class 1		2x Salary up to \$200,000	
Life/AD&D Benefits		2x Salary up to \$200,000	
Employee		100% of employee amount to \$100,000	
Spouse			
Child			
Benefit Reduction On Account of Age		Age	% of Original Benefit
		70	65%
		75	45%
		80	30%
		85	20%
		90	15%
Accelerated Death Benefit		50% of life benefit up to \$100K	
Seat Belt Benefit		Included	
AIR Bag Benefit		10% up to \$50,000	
Waiver of Premium		Included	
Rate Guarantee		2 Years 1/1/2021 - 12/31/2022	2 Years 1/1/2023 - 12/31/2024
Employee Rates		Current	Renewal
Estimated Insurance Volume	EE's 47	\$5,549,750	
Basic Life Rate per \$1,000		\$0.250	\$0.250
AD&D Rate per \$1,000		\$0.022	\$0.022
Monthly Premium		\$1,510	\$1,510
Supplemental Spouse Rates		Current	Renewal
Estimated Insurance Volume	EE's 29	\$1,100,000	
Rate per \$1,000		\$0.317	\$0.317
Monthly Premium		\$349	\$349
Supplemental Child Rates		Current	Renewal
Estimated Insurance Volume	EE's 19	\$10,000	
Rate per unit		\$0.040	\$0.040
Monthly Premium		\$0.76	\$0.76
MONTHLY PREMIUM		\$1,859	\$1,859
ANNUAL PREMIUM		\$22,308	\$22,308

Enrollment and volume updated as of June 2022

¹Children from 14 day to 6 months are eligible for a \$1,000 benefit²This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.



Mutual Of Omaha - Short Term Disability

Short Term Disability Benefits		Mutual of Omaha Current / Renewal	
Eligibility			
Class 1		NUEA - Unclassified	
Elimination Period - Sickness		30 Days	
Elimination Period - Accident		30 Days	
Weekly Benefit Percentage		60%	
Maximum Weekly Benefit		\$2,500	
Minimum Weekly Benefit		None	
Maximum Benefit Duration		9 Weeks	
Rate Guarantee		2 Years 1/1/2021 - 12/31/2022	2 Years 1/1/2023 - 12/31/2024
Rates		Current	Renewal
Insurance Volume	EF's 14	\$119,047	
Rate per \$100		\$0.210	\$0.210
MONTHLY PREMIUM		\$250	\$250
ANNUAL PREMIUM		\$3,000	\$3,000

Enrollment and volume updated as of June 2022

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.



Mutual Of Omaha - Long Term Disability

Long Term Disability Benefits		Mutual of Omaha Current / Renewal	
Eligibility			
Class 1		NUEA-Unclassified	
Class 2		Teamsters Local 1932	
Elimination Period			
Class 1 & Class 2		90 Days	
Monthly Benefit Percentage			
Class 1 & Class 2		66%	
Definition of Disability		Own Occ & Earnings	
Earnings test		99% / 85%	
Maximum Monthly Benefit		\$6,500	
Own Occupation Definition		24 Months	
Maximum Benefit Duration		SSNRA	
Mental Health Limitations		24 Months	
Pre-Existing Condition		3 / 12	
Rate Guarantee		<div> <div>2 Years</div> <div>1/1/2021 - 12/31/2022</div> </div> <div> <div>2 Years</div> <div>1/1/2023 - 12/31/2024</div> </div>	
Rates¹			
Insurance Volume		Current	Renewal
Rate per \$100		\$0.505	\$0.505
MONTHLY PREMIUM		\$1,246	\$1,246
ANNUAL PREMIUM		\$14,956	\$14,956

Enrollment and volume updated as of June 2022

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.



Mutual Of Omaha - EAP

EAP Plan Benefits	Mutual of Omaha Current
Sessions	
Face-to-Face	3 sessions per issue
Telephonic	Unlimited
Employee Services	
Legal	One 30 minute consultation per issue, Unlimited Issues
Financial	One 30 minute consultation per issue, Unlimited Issues
Dependent Care	Unlimited Consultations
Employer Services	
Management Consultations	Not Included
CISD Seminar(s)	Fee for service basis
Wellness/Training	Not Included
Internet Services	
Reporting	Unlimited 24/7
	Included

Rate Guarantee	1 Year 1/1/2022 - 12/31/2022	2 Years 1/1/2023 - 12/31/2024
MONTHLY RATES	Current/Renewal	
Per Employee Per Month	Included in LTD rate	

EE's

47

1 - Rate is included in LTD rate, adding the EAP increases LTD rate from \$0.50 to \$0.505

2 - \$300/hour for additional CIRs

3 - \$250/hour for additional trainings

This document is intended as a quick reference, not a comprehensive description. Limitations and exclusions can be found in the official plan documents. In case of any discrepancies, the official plan Employee Count from LTD Counts, June 2022



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Approve an Account Clerk I Job Description and Position

Background: The General Fund and NPUA budgets have increased by 82% and 62% respectively, in the last 10 years. This growth has increased the volume in Finance workloads since all projects trickle down to Finance. Finance pays the bills and the total of checks written has increased by \$3M from FY 21 to FY 22. The scope of capital projects on the near horizon is estimated at over \$25M. In order to keep up with this phenomenal pace of growth, Finance is requesting to add a full-time Accounts Payable Clerk I. The job description is attached as well as the salary scale, and the proposed starting hourly rate is \$21.99/hour.

Fiscal Impact: Approximately \$60,000 increase in the Finance budget for FY 23 to be funded from reserves and project grants for the new position, and fully loaded in 5 years \$96,000

Recommendation: Approve a full-time Account Clerk I to be added to the Authorized Position list, and fund from reserves

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: Rick

Date: 8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 22

CITY OF NEEDLES
POSITION DESCRIPTION

Position Title: Account Clerk I
Department: Finance

Job Classification: Classified
Wage Range: \$21.99-\$28.06
Range 86

POSITION PURPOSE: This is an entry-level position, and under immediate supervision, performs clerical accounting work of routine difficulty involving payables, purchasing (POs), receivables, cashiering, payroll, data entry, maintenance and processing records, the preparation of routine statements or reports, and general clerical activities to areas of assignment.

SUPERVISION: Work is performed in accordance with established procedures under the immediate supervision of management and higher level positions within the Account Clerk series.

EXAMPLES OF RESPONSIBILITIES (may include but not limited to):

Accounts Payable/Purchase Order

- (A) Process accounts payable in accordance with established procedures.
- (B) Audit invoices against purchase order or requisition; check arithmetic calculations, and research discrepancies.
- (C) Assist in budget control.
- (D) Verify approval for payment; post to proper account and issue warrant.
- (E) Process 1099 reporting in accordance with federal and state regulations.
- (F) Maintain accounts payable ledgers and reports in accordance with established procedures.
- (G) Produces purchase orders for requisitions in accordance with established procedures.

General

- (A) Collects, sorts, and distributes mail.
- (B) Answers telephone, assists public and acts as receptionist from her station.
- (C) Assists in ordering and maintaining adequate office supplies for the department.
- (D) Types and files correspondence, forms, reports, and other material as needed.
- (E) Operate computer data entry and processing as necessary for various accounting processes.
- (F) Observes professional ethics in maintaining confidential information acquired in the course of employment.
- (G) May be required to provide some general clerical assistance within department
- (H) Backup cashier to front office when needed.
- (I) All other duties as may be assigned.

MINIMUM QUALIFICATIONS

- (A) General knowledge of the methods and equipment used in processing payments.
- (B) General knowledge of the principals and practices of double entry bookkeeping.
- (C) Ability to make rapid and accurate arithmetic calculations.
- (D) Ability to use calculator, to operate a computer, to type at a speed not less than 40 words per minute, and to operate other common office machines.
- (E) Ability to maintain effective relationships with fellow employees and the public.
- (F) High school diploma or G.E.D. equivalent and a minimum of two years clerical experience, which must include some experience in the area of bookkeeping or a related field.
- (G) A valid driver license and must complete a background check.
- (H) Must be willing to work periodic overtime.

WORKING CONDITIONS

- (A) Shall be exposed to those conditions normally encountered in a business office environment.
- (B) Physical demands are light consisting primarily of sitting, standing and walking with some lifting (20 lbs).

CITY OF NEEDLES						
DEPARTMENT SALARIES & BENEFITS						
2022 / 2023						
TITLE	DEPT. %	DEPT. SALARY	SS MCARE	MEDICAL	PERS	TOTAL DEPT. BENEFITS & SALARY
<u>FINANCE 101-1025 - PROPOSED</u>						
Account Clerk I (full year - F step)	100%	\$ 61,277	\$ 4,688	\$ 25,265	\$ 4,651	\$ 95,881
Account Clerk I (9 months - A step)	100%	\$ 34,304	\$ 2,624	\$ 18,949	\$ 2,604	\$ 58,480



Request for Board Action City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA

☒ Regular ☐ Special

Meeting Date: 08/09/2022

Title: Accept the bid from **CHRISTENSEN BROTHERS ENGINEERING, INC** for Base Bid in the total amount of **\$1,831,850** to perform Waterline Services replacement & Street Improvements Grind and Pave according to the Project Management Plan.

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

Grind and Pave with Petromat on **D Street** (Acoma – Downey), **D Street** (Front St – End), **C Street** (Front – End), **B Street**, **A Street**, **Palmway** (Front St – Desnok), **Quivera Street** (Broadway to Desnok), **Acoma Street** (A Street – D Street), **Bazooboth Street** (Broadway – End). All streets mentioned above will receive water service replacements.

On 07/13/2022 Phase III Water Service Replacement & Street Improvements project was placed out to bid with a bid opening date of 08/03/2022. The City received Four (4) bids:

• Christensen Brothers	\$ 1,831,850
• Granite Construction Company	\$ 2,792,972
• High Desert Underground, Inc	\$ 2,811,157
• R.E. Chaffee Construction Inc.	\$ 2,971,505

Christensen Brothers was awarded the Phase I, Phase II project and is also the low bidder in this solicitation. In the City's evaluation of the bids and a couple of phone calls to the bidder's we believe that the spread between the bids is due to the familiarity the bidder has due to working in Needles on the last two projects.

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Fiscal Impact: Budgeted under FY 2023 General Fund Public Works Street Improvements Fund is \$2,715,000 for the next Pavement Project. Total Project amount of \$2,083,373 including 10% contingency and admin costs. Sm Sylvia Miledi

ESTIMATED PROJECT COSTS

\$41,349.19	BID PREP / DESIGN / ADVERTISE
\$1,831,850.00	CONSTRUCTION (Contractor)
\$26,989.71	QUALITY ASSURANCE / CONTROL / CLOSE
\$183,185.00	CONTINGENCY
\$2,083,373.90	TOTAL PROJECT COSTS

Recommendation: Accept the bid from **CHRISTENSEN BROTHERS ENGINEERING, INC** for Base Bid Items listed for a total Bid amount of \$1,831,850 and a total project cost of **\$2,083,373.90** which includes a 10% contingency and authorize staff to issue a Notice of Award and Notice to Proceed.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: R. Cu

Date: 8/3/22

City of Needles

SEALED BID OPENING

PROJECT NAME: PHASE III - Water Service Repl & Street Improv. **DATE:** 08/03/2022

BIDDER		DECLARATION	ADDENDUMS	BID BOND	DIR	CERTIFICATES	TOTAL BID
1	Christensen Brothers Construction	✓	✓	✓	✓		\$ 1,831,850.00
	1st						\$ 0.00
	TOTAL						\$ 1,831,850.00
2	RE Chaffee Construction Inc.	✓	✓	✓	✓		\$ 2,971,505.00
	TOTAL						\$ 2,971,505.00
3	High Desert Underground	✓	✓	✓	✓		\$ 2,811,157.00
	TOTAL						\$ 2,811,157.00
4	Granite Construction	✓	✓	✓	✓		\$ 2,792,972.00
	2nd						
	TOTAL						\$ 2,792,972.00
5							
	TOTAL						\$ 0.00

Present at Opening:

Tammy Ellmore _____
 Rainie Torrance _____
 Representatives of each Bidder _____

Recorded by:

Dale Jones _____

City of Needles Capital Projects

Street Improvements & Water Service Replacement

PHASE 3



LEGEND

PHASE 3 - PAVING IMPROVEMENTS
including Water Services



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Second Tranche of Coronavirus State and Local Fiscal Recovery Funds (SLFRF), part of the American Rescue Plan

Background: The City was awarded \$1,190,364 from the SLFRF program. \$595,182 was received in July 2021, and Council allocated the funds to the Advanced Metering Infrastructure (AMI) project.

The second tranche of \$595,182 was received in July 2022.

The City lost \$127,362 in TOT revenue during the pandemic months in FY 19, and \$17,042 in sales tax revenue during the same period, that can be recovered.

Allocate Legacy Foundation \$2,500 for the youth program and SBCS \$2,500 to youth program.

Staff time, materials, and supplies to respond to COVID, not reimbursed by FEMA project #14179, \$7,302.25, and FEMA project #16415 \$8,708.99.

That leaves a balance of \$429,767 that the City can allocate. The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs within these four separate eligible-use categories:

1. **To replace public sector revenue**, using this funding to provide government services up to the amount of revenue lost due to the pandemic
2. **To respond to the far-reaching public health and negative economic impacts of the pandemic**, by supporting the health of communities, and helping households, small business, impacted industries, nonprofits, and the public sector recover from economic impacts
3. **To provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors

#24



City of Needles, California Request for City Council Action

4. **To invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet

Fiscal Impact: \$595,182 in one-time revenue received as part of the American Rescue Plan

Recommendation: Authorize the allocation of the second tranche of the SLFRF funds as follows: Replace revenue lost due to the pandemic, TOT \$127,362, Sales tax \$17,042, \$2,500 to Legacy for youth program, \$2,500 for SBCS for youth program, \$16,011 to recover FEMA grant expenditures not reimbursed

Council direction to allocate balance of \$429,767 to general reserve.

Submitted By: Rick Daniels, City Manager

City Management Review: Rick

Date: 8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 24



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Innovating Commerce Serving Communities (ICSC)

Background: The ICSC Event is at the San Diego Convention Center September 28-30, 2022. We will have a booth to display information about our city and to meet with potential businesses interested in what our city has to offer. Councilmember Campbell has expressed an interest in attending.

Critical Timeline: Registration Deadline is September 14, 2022

Fiscal Impact: Registration for the full conference is \$450
Hotel accommodation approximately \$900 for three nights
plus travel expenses. Approximate cost per councilmember is \$1,750. General Fund travel per diem account 2022-2023 budget

Recommendation: Authorize Councilmember Campbell and those interested to attend the ICSC Event at the San Diego Convention Center on September 28-30, 2022

Submitted By: City Clerk

City Management Review: 

Date: 8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 25



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: August 9, 2022

Title: California Cannabis Control Summit

Background: The California Cannabis Control Summit will be held on October 12-13, 2022, at the Hilton Sacramento Arden West.

Critical Timeline: Registration Deadline is August 26, 2022, for the discounted rate

Fiscal Impact: Registration for the full conference is \$695
Hotel accommodation approximately \$400-\$500 for two nights.
Air Fare and travel expenses approximately \$600. Estimated cost per councilmember is approximately \$1,700 – \$1,800. General Fund travel per diem account 2022-2023 budget.

Recommendation: Authorize those interested to attend the California Cannabis Control Summit to be held on October 12-13, 2022, at the Hilton Sacramento Arden West

Submitted By: City Clerk

City Management Review:

Rick

Date:

8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 26

EVENTS / CALIFORNIA CANNABIS CONTROL SUMMIT



California Cannabis Control Summit



DATES

Oct 12 - 13, 2022



LOCATION

Sacramento, CA

REGISTER

Organizer: California Cannabis Control

EVENT DETAILS

Municipalities allowing licensed cannabis in their jurisdiction offers California communities many benefits: additional tax revenue, increased product safety, and a successful shift away from the illicit market into a safer, more transparent and controlled environment.

However, the post-Covid era will confront many California communities with challenges in regulating cannabis. Only a quarter of cannabis is moving through fully licensed channels, over 80% of licenses granted are still provisional, and local agencies continue the hard work of developing, implementing, and enforcing cannabis regulations with limited staff and resources. Federal legalization, which could impact local regulation, remains a question as the House passed a bill to federally decriminalize cannabis.

Infocast's fourth annual **California Cannabis Control Summit** – held live and in person – empowers local government officials and law enforcement agencies to provide an effective and safe regulatory framework for this growing industry. Attend to gain the resources and knowledge necessary to operate from a policy perspective, including best practices and lessons learned from law enforcement strategies and tactics, understanding tax frameworks, an update on state and federal laws, and feedback from communities that have developed cannabis fire, building, zoning and land-use policies. We hope to continue the success of the previous meetings in creating a forum where municipal representatives can learn from each other about how to confront the challenges and seize the opportunities of regulating licensed cannabis.

« **NASCIO 2022 Annual Conference**

2022 NW OEHA Fall Conference »



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: August 9, 2022

Title: Employee Appreciation Event

Background: Councilmember Belt requested this item be placed on the agenda for discussion regarding a proposed date, location, and budget.

Fiscal Impact: Funds in the amount of \$8,000 are available in the 2022-2023 budget for special events.

Recommendation Discretionary

Submitted By: Councilmember Belt

City Management Review: *Pick*

Date: 8/2/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 27



City of Needles, California Request for Council Action

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

Meeting Date: August 30, 2022

Title: Adopt Minagar & Associates Local Roadway Safety Plan (LRSP) dated August 10, 2022

Background: The City of Needles needed to develop a Local Roadway Safety Plan (LRSP). The LRSP will include an evaluation of the City's entire roadway network using a defined set of criteria to identify and prioritize safety projects to submit for future HSIP funding consideration.

On March 24, 2022 the City of Needles was allocated \$40,000 from the California Department of Transportation (CalTrans) to conduct an LRSP. The match requirement is \$4,460 which staff time will be allocated as the in-kind match.

On April 26, 2022 City Council awarded Minagar & Associates Inc. to complete a Local Roadway Safety Plan (LRSP).

Enclosed is the final report for consideration.

Fiscal Impact: To be funded by the California Department of Transportation (CalTrans) awarded the City \$40,000 with a match of \$4,460 to complete a Local Roadway Safety Plan (LRSP)

sm Sylvia Miledi

Recommended Action: Adopt Minagar & Associates Local Roadway Safety Plan (LRSP) dated August 10, 2022

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 8/16/22

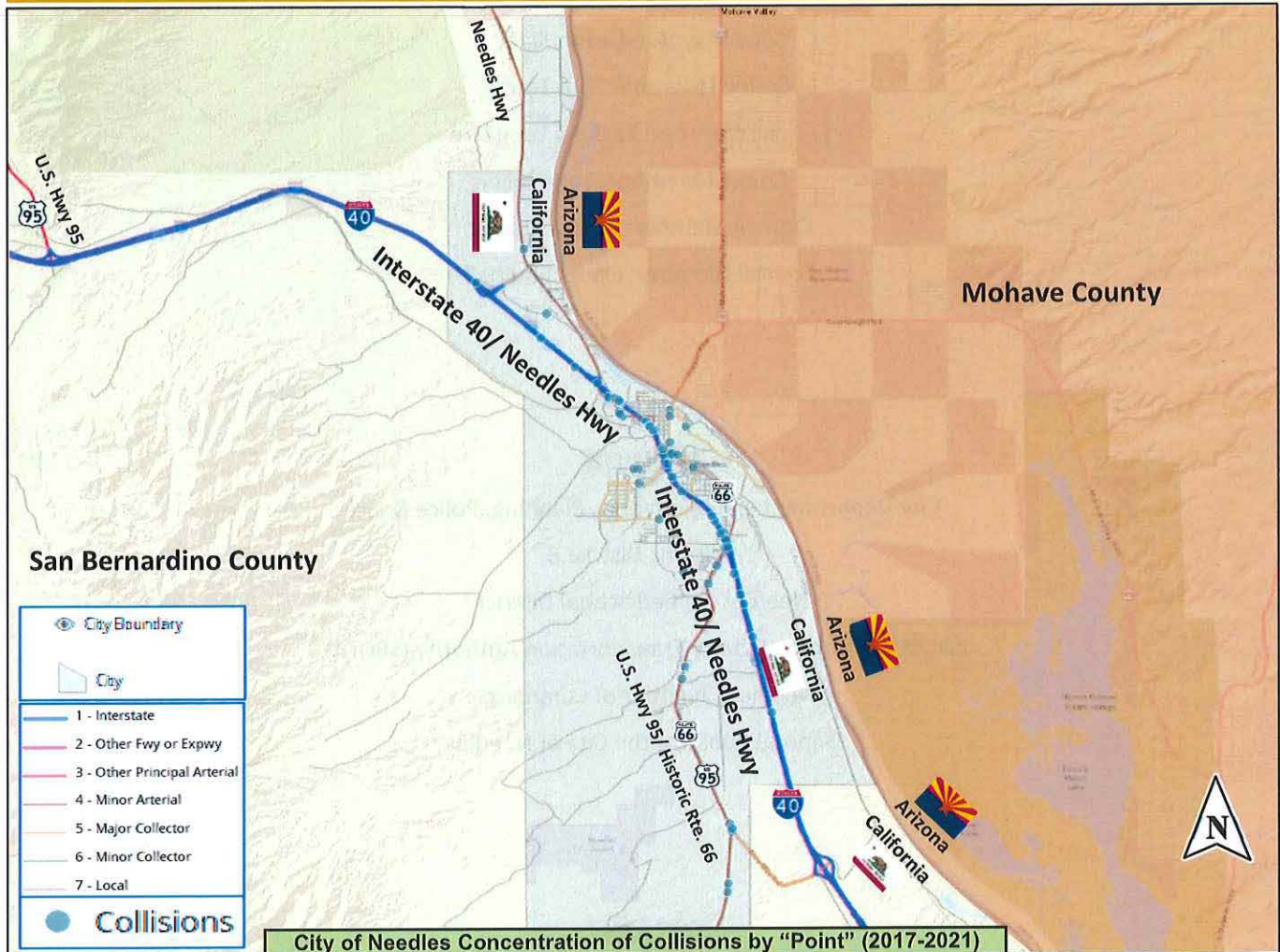
Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>28</u>			

FINAL

Local Roadway Safety Plan (LRSP)

for

City of Needles



PREPARED FOR:



City of Needles
Department of Public Works
817 Third Street
Needles, CA 92363



PREPARED BY:



MINAGAR & ASSOCIATES, INC.
Traffic/Civil/Electrical Engineering – ITS – Transportation Planning – CEM
23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653
Tel: (949)707-1199



29 Years of Excellence

August 10, 2022



ACKNOWLEDGEMENTS

CITY COUNCIL

Mayor: Jeff Williams

Vice Mayor: Edward Paget

Council Member: Tim Terral

Council Member: Zachery Longacre

Council Member: Tona Belt

Council Member: Kristin Merritt

Council Member: Ellen Campbell

PARTNERS

City Departments: Public Works, Planning, Police & Fire

Caltrans District 8

Needles Unified School District

Santa Bernardino County Transportation Authority (SBCTA)

Needles Chamber of Commerce

General Public of the City of Needles

CITY STAFF

City Manager: Rick Daniels

Assistant City Manager/Director of Development Services: Patrick Martinez

Director of Public Works: Jesse Fragoso

Sherriff Captain: Ross Tarangle

Project Manager/Assistant Utility Manager: Rainie Torrance



Executive Summary

The objective of the City of Needles Local Roadway Safety Plan (LRSP) is to establish a safe transportation environment that has safer roads, safer people, safer speeds, and safer vehicles. As part of this safety plan for the City of Needles, Minagar & Associates, Inc. identified, prioritized, and analyzed roadway safety improvements on the City of Needles' intersections and roadway segments. This safety plan also provides the proposed countermeasures that address collision patterns for both intersections and roadway segments, to ultimately reduce collisions in the City's high collision locations.

From January 1, 2017 until December 31, 2021, there has been a total of 74 collisions that included 5 fatalities and 102 injured victims. The most common types of collision were Overturned, Hit-Object, Rear-End, and Head-On Collisions. Primary Collision Factor (PCF) violations that caused the most collisions were Unsafe Speed, Improper Turning, Driving or Bicycling Under the Influence of Alcohol or Drug, Unsafe Lane Change, and Traffic Signals and Signs. Victims were mostly drivers and passengers in addition to some pedestrians. There have been 7 collisions involved with pedestrians. The highest number of victims happened to be in the age range of 25 to 29 years old.

A Local Road Safety Plan is a major element to ameliorate transportation and traffic safety within a city. This LRSP was prepared and developed in compliance with the State and Federal guidelines for eligibility to apply for the funding of Highway Safety Improvement Program (HSIP). In addition to the provided countermeasures for collision patterns, this Safety Plan also provides the corresponding cost estimates and benefit to cost ratios, to support applications for the Highway Safety Improvement Program (HSIP).



Statement of Protection of Data From Discovery and Admissions

Per Section 148 of Title 23, United States Code [23 U.S.C. §148(h) (4)] REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION—Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.



List of Acronyms

AASHTO	American Association of State Highway and Transportation Officials
B/C Ratio	Benefit-Cost Ratio
Caltrans	California Department of Transportation
City	City of Needles
CMF	Crash Modification Factor
CRF	Crash Reduction Factor
DUI	Driving Under the Influence
FHWA	Federal Highway Administration
HSIP	Highway Safety Improvement Program
HSM	Highway Safety Manual
LRSM	Local Roadway Safety Manual (Version 1.5, April 2020)
LRSP	Local Roadway Safety Plan
MUTCD	Manual on Uniform Traffic Control Devices
PCF	Primary Collision Factor
SHSP	Strategic Highway Safety Plan
SWITRS	Statewide Integrated Traffic Records System
TIMS	Transportation Injury Mapping System
5Es	The 5Es of Traffic Safety: Education, Engineering, Enforcement, Emergency Medical Services, Emerging Technologies





Table of Contents

ACKNOWLEDGEMENTS.....	1
Executive Summary	2
Statement of Protection of Data From Discovery and Admissions	3
List of Acronyms	4
1. Introduction	9
2. Vision and Goals	10
3. Safety Partners.....	11
3.1 Safety Leadership.....	11
3.2 Stakeholders	12
4. Process	13
4.1 Systemic Approach	13
4.2 Public Outreach	14
5. Existing Efforts	15
6. Data Analysis and Summary	16
6.1 Overall Summary	16
6.2 Victim Summary.....	24
6.3 Pedestrian Crash Summary.....	28
6.4 Active Transportation Program (ATP) Summary Data & Maps.....	31
6.5 Crash Data Comparison and Analysis	36
6.5 California Office of Transportation Safety (OTS) Ranking	40
7. Emphasis Areas.....	43
7.1 High Collision Intersections	44
7.2 High Collision Roadway Segments.....	45
7.3 Overturned Collisions Due to Unsafe Speeds, Improper Turning, and Unsafe Lane Changes	46
7.4 Hit Object Collisions Due to Improper Turning and Unsafe Speed.....	47
8. High Collision Locations Identification, Pattern Analysis, and Recommended Improvements.....	48
8.1 High Collision Intersections	51
8.1.1 Intersection 1: W Broadway St & J St	52
8.1.2 Intersection 2: W Broadway St & S L St	52
8.1.3 Intersection 3: W Broadway St & E St.....	53
8.1.4 Intersection 4: W Broadway St & Walnut St.....	53
8.1.5 Intersection 5: N K St & Needles Hwy.....	53
8.2 High Collision Roadway Segments.....	54



8.2.1 Roadway Segment 1: Needles Hwy (from T St to Race St)	55
8.2.2 Roadway Segment 2: National Old Trails Rd (to Cactus Ct)	55
8.2.3 Roadway Segment 3: San Clemente St (from E Broadway St to Arizona Ave)	56
8.2.4 Roadway Segment 4: Lillyhill Dr (from Casa Linda St to Clary Dr)	56
8.2.5 Roadway Segment 5: N K St (from Front St to Spruce St)	56
9. Collision Diagrams, Preliminary Conceptual Plans for Recommended Improvements at High Collision Intersections and High Collision Roadway Segments, Cost Estimates, and Benefit Cost Ratios	57
9.1 High Collision Intersections	58
9.1.1 Intersection 1: W Broadway St & J St	58
9.1.1.1 Intersection 1 Cost Estimate and Cost/Benefit Analysis	60
9.1.2 Intersection 2: W Broadway St & S L St	61
9.1.2.1 Intersection 2 Cost Estimate and Cost/Benefit Analysis	63
9.1.3 Intersection 3: W Broadway & E St	64
9.1.3.1 Intersection 3 Cost Estimate and Cost/Benefit Analysis	66
9.1.4 Intersection 4: W Broadway St & Walnut St	67
9.1.4.1 Intersection 4 Cost Estimate and Cost/Benefit Analysis	69
9.1.5 Intersection 5: N K St & Needles Hwy	70
9.1.5.1 Intersection 5 Cost Estimate and Cost/Benefit Analysis	72
9.2 High Collision Roadway Segments	73
9.2.1 Roadway Segment 1: Needles Hwy (from T St to Race St)	73
9.2.1.1 Roadway Segment 1 Cost Estimate and Cost/Benefit Analysis	75
9.2.2 Roadway Segment 2: National Old Trails	76
9.2.2.1 Roadway Segment 2 Cost Estimate and Cost/Benefit Analysis	78
9.2.3 Roadway Segment 3: San Clemente St	79
9.2.3.1 Roadway Segment 3 Cost Estimate and Cost/Benefit Analysis	81
9.2.4 Roadway Segment 4: Lillyhill Dr	82
9.2.4.1 Roadway Segment 4 Cost Estimate and Cost/Benefit Analysis	84
9.2.5 Roadway Segment 5: N K St	85
9.2.5.1 Roadway Segment 5 Cost Estimate and Cost/Benefit Analysis	87
10. City of Needles Stakeholders Meeting	89
10.1 City of Needles Public Comments	91
10.2 City of Needles Stakeholders Meeting Invitation	92



List of Tables

Table 1: Number of Crashes per Day of Week per Time	21
Table 2: City of Needles ATP Number of Crashes per Day of Week per Time	35
Table 3: City of Needles OTS Crash Ranking Results 2019.....	40
Table 4: City of Needles Engineering Countermeasures Toolbox.....	50
Table 5: List of High Collision Intersections	51
Table 6: Intersection Number of Collisions and Ranking in the City of Needles	51
Table 7: Intersection 1 Number of Collisions and Corresponding Primary Collision Factor.....	52
Table 8: Intersection 2 Number of Collisions and Corresponding Primary Collision Factor.....	52
Table 9: Intersection 3 Number of Collisions and Corresponding Primary Collision Factor.....	53
Table 10: Intersection 4 Number of Collisions and Corresponding Primary Collision Factor.....	53
Table 11: Intersection 5 Number of Collisions and Corresponding Primary Collision Factor.....	53
Table 12: List of High Collision Roadway Segments.....	54
Table 13: Roadway Segment Number of Collisions and Ranking in the City of Needles.....	54
Table 14: Roadway Segment 1 Number of Collisions and Corresponding Primary Collision Factor	55
Table 15: Roadway Segment 2 Number of Collisions and Corresponding Primary Collision Factor	55
Table 16: Roadway Segment 3 Number of Collisions and Corresponding Primary Collision Factor	56
Table 17: Roadway Segment 4 Number of Collisions and Corresponding Primary Collision Factor	56
Table 18: Roadway Segment 5 Number of Collisions and Corresponding Primary Collision Factor	56
Table 19: Intersection 1 Cost Estimate	60
Table 20: Intersection 2 Cost Estimate	63
Table 21: Intersection 3 Cost Estimate	66
Table 22: Intersection 4 Cost Estimate	69
Table 23: Intersection 5 Cost Estimate	72
Table 24: Roadway Segment 1 Cost Estimate.....	75
Table 25: Roadway Segment 2 Cost Estimate.....	78
Table 26: Roadway Segment 3 Cost Estimate.....	81
Table 27: Roadway Segment 4 Cost Estimate.....	84
Table 28: Roadway Segment 5 Cost Estimate.....	87
Table 29: Total Construction Cost of Intersections and Roadway Segments	88



List of Figures

Figure 1: Local Road Safety Plan – Your Map to Safer Roadways.....	9
Figure 2: City of Needles Display of Collisions by Point.....	17
Figure 3: City of Needles Display of Collisions by Cluster	18
Figure 4: City of Needles Number of Crashes by Crash Severity	19
Figure 5: Number of Crashes by Type of Crash.....	20
Figure 6: Number of Crashes by (PCF) Primary Crash Factor Violation	23
Figure 7: Number of Victims by Victim Degree of Injury	24
Figure 8: Number of Victims by Victim Role	25
Figure 9: Number of Victims by Victim Safety Equipment.....	26
Figure 10: Number of Victims by Victim Gender and Age	27
Figure 11: City of Needles Number of Crashes by Type of Violation).....	28
Figure 12: City of Needles Number of Crashes by Pedestrian Action.....	29
Figure 13: City of Needles Number of Crashes by Lighting.....	30
Figure 14: City of Needles Number of Crashes by Weather	30
Figure 15: City of Needles Active Transportation Program Heat Map	31
Figure 16: City of Needles Active Transportation Program Hexagonal Grid Map	32
Figure 17: City of Needles Active Transportation Program Specific Collision Map	33
Figure 18: City of Needles Number of Crashes by Crash Severity)	34
Figure 19: City of Needles Number of Crashes by Type of Crash	34
Figure 20: City of Needles Number of Crashes by Primary Crash Factor PCF Violation	35
Figure 21: Intersection 1 Crash Diagram- 6 Collisions	58
Figure 22: Intersection 2 Crash Diagram – 1 Collision	61
Figure 23: Intersection 3 Crash Diagram- 1 Collision.....	64
Figure 24: Intersection 4 Crash Diagram- 1 Collision.....	67
Figure 25: Intersection 5 Crash Diagram- 1 Collision.....	70
Figure 26: Roadway Segment 1 Crash Diagram – 4 Collisions	73
Figure 27: Roadway Segment 2 Crash Diagram- 1 Collision	76
Figure 28: Roadway Segment 3 Crash Diagram- 1 Collision	79
Figure 29: Roadway Segment 4 Crash Diagram- 1 Collision	82
Figure 30: Roadway Segment 5 Crash Diagram- 1 Collision	85



1. Introduction

The City of Needles is taking the initiative to improve the City's traffic safety by implementing a Local Roadway Safety Plan that aims to reduce traffic collisions by analyzing the factors that previously impacted prominent intersections and roadway segments in the City. This report documents the City of Needles' work to assess and improve transportation safety conditions.

In this Safety Plan, a systemic approach was utilized to identify and analyze collision patterns that had impacted high collision intersections and roadway segments. For each high collision location, whether it was an intersection or a roadway segment, a table of number of collisions with the corresponding primary collision factor has been provided to understand the prominent collision factors. As part of the collision analysis, collision diagrams have been provided for high collision intersections and roadway segments in the City of Needles.



Following the understanding and acknowledgement of collision patterns, countermeasures for each of the identified high collision intersections and roadway segments, were developed to potentially reduce traffic collisions in the future and ameliorate active transportation within the City. Furthermore, this Local Roadway Safety Plan includes collision data for high collision locations between January 1, 2017 and December 31, 2021, the analysis of collision data, and the proposed countermeasures for collision patterns. Depicted below in Figure 1 is the Local Road Safety Plan process provided by the Federal Highway Administration (FHWA).

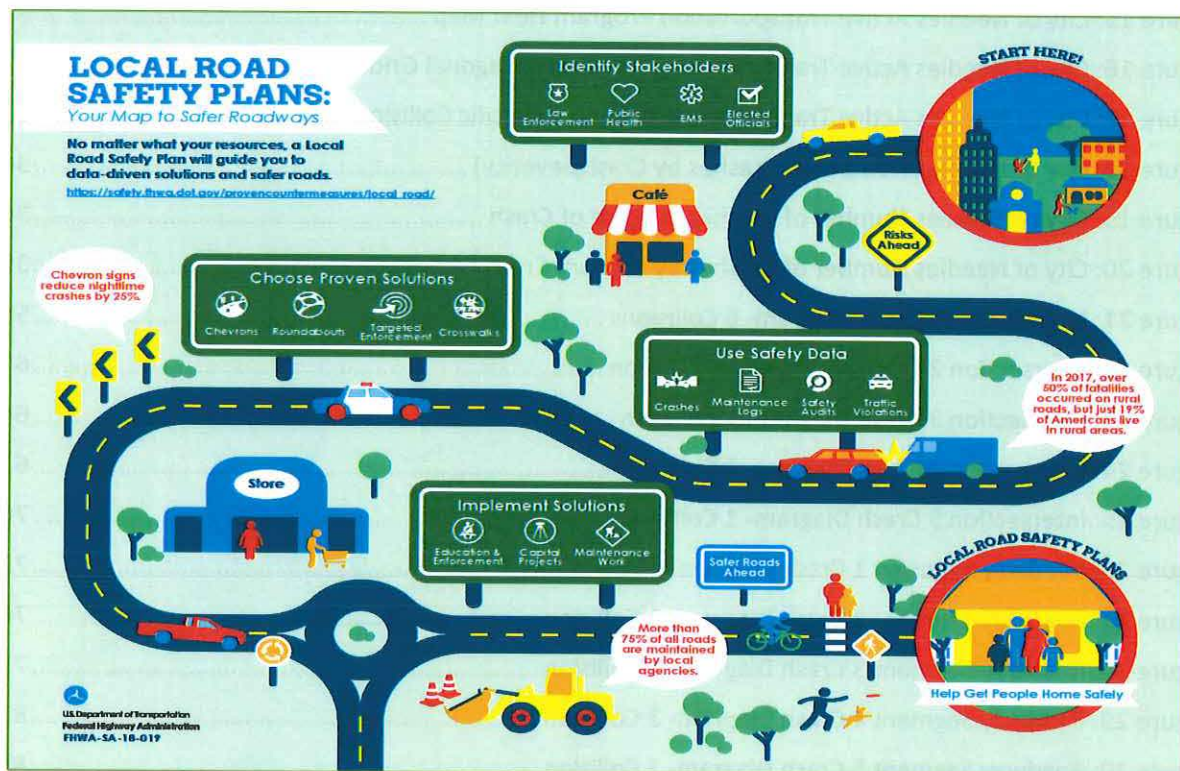


Figure 1: Local Road Safety Plan – Your Map to Safer Roadways

Source: Federal Highway Administration



2. Vision and Goals

The objective of this plan is to strive towards a safer transportation environment by eliminating traffic fatalities and severe injuries while assuring efficient and equitable mobility for all road users. The City of Needles plans to implement systemic countermeasures to target factors affecting citywide prominent intersections and roadways segments. This safety plan aims to reduce the risk of tragedies by taking a proactive, preventative approach that prioritizes traffic safety.

Vision Zero is an initiative approach to eliminate traffic fatalities and severe injuries. Road users will sometimes make mistakes however, the road system, traffic control devices, and traffic laws should be designed to minimize those unavoidable mistakes and reduce their probability to result in severe injuries or fatalities. Transportation and traffic engineers are expected to improve the general traffic environment by ameliorating existing traffic geometries and laws based on a good engineering judgement. However, the roadway users of the City of Needles are still responsible for their mistakes and should follow all traffic laws.



Source: www.archive.kpcc.org

Vision Zero unifies diverse stakeholders who address the factors causing complexity when it comes to traffic safety. It recognizes that many factors contribute to safe mobility including roadway design, speeds, behaviors, technology, and enforced laws. As a result and as part of this safety plan, it sets goals to achieve zero fatalities and severe injuries.



Source: www.visionzeronetwrok.org

One of the City's visions is to collaborate with local agencies to promote a culture of continuous transportation safety improvement by coordinating with the San Bernardino County Sheriff's Department, San Bernardino Department of Public Health, and Needles Unified School District.



Source: U.S. Department of Transportation

The aforementioned Vision shall eliminate traffic fatalities and severe injuries by achieving the following goals:

- Obtain accurate collision databases. Systematically identify and prioritize the City's highest collision locations based on a 5-year collision history.
- Engage with the local community, stakeholders, and City management to better understand factors that are affecting the traffic safety within the City of Needles.
- Analyze and implement countermeasures utilizing strategies across all traffic safety disciplines, engineering, enforcement, education, emergency medical services, and emerging technologies.
- Strive to reduce the City's primary contributing factors in traffic collisions by ensuring the automobile right of way, maintaining a safe speed, and clear traffic signals and signs.



3. Safety Partners

To promote and create a safe transportation environment, collaboration across agencies known as safety partners is a necessity. Safety partners are the agencies, departments, and organizations whose input and support are foundational to a successful Local Roadway Safety Plan.

The safety leadership team is primarily comprised of City Departments that have key roles in the development, implementation, and operation of safety projects, programs, and policies. The safety leadership team is ultimately responsible for developing, adopting, and implementing the safety plan and program. The stakeholder team is distinguished from the leadership team. It comprises partner agencies and organizations who collaborate with the City and contribute to and assist with developing and implementing the plan. These agencies and their roles in the plan's development and implementation are provided below:

3.1 Safety Leadership

I. City Council

The legislative body which is ultimately responsible for approving and adopting the final plan, setting safety policies, and approving budget and funding levels.

II. Public Works Department

Public Works is the lead City Department in developing and producing the Safety Plan and its periodic updates. The Public Works Department is responsible for assembling other City Departments and collaborating with Stakeholders. Public Works is responsible for capital project implementation. The City's Public Works staff may also lead or collaborate in education campaigns.

III. San Bernardino County Sheriff's Department

The Police Department maintains collision records and is responsible for carrying out enforcement practices and activities. The City's Police Department may also lead or collaborate in education campaigns.

IV. San Bernardino County Fire Department

The City's Fire Department serves in a support role in developing and producing the plan.



3.2 Stakeholders

I. Needles Unified School District

Collaboration with the Needles Unified School District to maintain and promote safety for all students within the City of Needles.

II. San Bernardino County Sheriff's Department

Roadways and functional areas of intersections require communication and collaboration. Collaboration with the San Bernardino County Sheriff's Department over the course of the safety plan is needed to ensure that local safety goals and policies are met.

III. San Bernardino County Transportation Authority (SBCTA)

SBCTA is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. SBCTA supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies

IV. Caltrans District 8

Caltrans District 8 covers Riverside and San Bernardino Counties in Southern California, which includes 49 incorporated cities. It is the largest of 12 statewide Caltrans districts and covers approximately 28,650 square miles of land. Caltrans District 8 also has jurisdiction over many intersections and roadway segments in the City of Needles. Caltrans provides feedback on developing this Local Roadway Safety Plan and its resulting program in context to regional planning and potential funding issuance.

V. Needles Chamber of Commerce

The Needles Chamber of Commerce coordinates engagement with City businesses. The Chamber of Commerce provides feedback on recommended strategies and countermeasures to addressing traffic safety issues. Feedback from the Business community can provide valuable insight on the benefits and impacts of safety measures.

VI. General Public of the City of Needles

The general public provides feedback and insight on recommended emphasis areas, high incident locations, collision factors, countermeasures, and implementation. Although collision records and statistics are foundational to this plan, public feedback is a critical supplement to that data. This feedback provides the safety plan with a holistic view of safety issues and a recommendation for what types of countermeasures are and are not desired by the community.



4. Process

This section describes the steps involved in preparing the safety plan, including a systemic approach that involves the analysis of collision data to identify high crash locations and prioritize countermeasures.



4.1 Systemic Approach

The systemic approach in preparing the safety plan comprises the following steps:

I. Develop Plan Goals and Objectives

Review the City's existing planning documents to ensure the LRSP visions and goals align with planning effort and that the potential 5Es: Engineering, Education, Enforcement, Emergency Medical Services, and Emerging Technologies are consistent with local traffic safety and policies.

II. Analyze Collision Data

Obtain the latest 5-year collision data and analyze the collision factors. Determine high-risk intersections and roadway segments and identify significant risk factors.

III. Determine Focus Areas and Identify Crash Reduction Measures

Identify emphasis areas and recommend feasible countermeasures at high-risk locations. Evaluate Crash Reduction Factor (CRF) and the effectiveness of each countermeasure.

IV. Prioritize countermeasures/projects

Conduct Benefit-Cost Ratio (BCR) analysis on all countermeasures and projects. Prioritize projects that are most beneficial to the City's roadway and intersection safety using BCR.

V. Prepare the Local Roadway Safety Plan

Prepare the LRSP that includes effective and efficient measures and implementation plan. Identify priority projects for state or federal programming, grant funding opportunities, and implementation.



4.2 Public Outreach

The purpose of public outreach is to acquire the community's concerns that are related to the safety of traffic. Such concerns include speeding, jay walking, traffic signs and signals, pedestrian and bicycle safety on collector roads, and arterial streets. Public outreach is an essential tool to identify and summarize high-risk locations and collision factors based on the community's concerns in addition to the collision analysis.

The target audience for the public outreach of this safety plan is the residents of the City of Needles which include the following:

- **City Council**
- **Public Works**
- **San Bernardino County Sheriff's Department**
- **San Bernardino County Fire Department**
- **Needles Unified School District**
- **San Bernardino County Transportation Authority (SBCTA)**
- **Needles Chamber of Commerce**
- **General Public of the City of Needles**

A Stakeholders meeting was conducted on Monday, August 8, 2022 to discuss how the Local Roadway Safety Plan affects the local community and its goals to make the local roads safer. All public comments were made and were addressed in the meeting. Additional information on the stakeholders meeting is shown on **Section 10**.



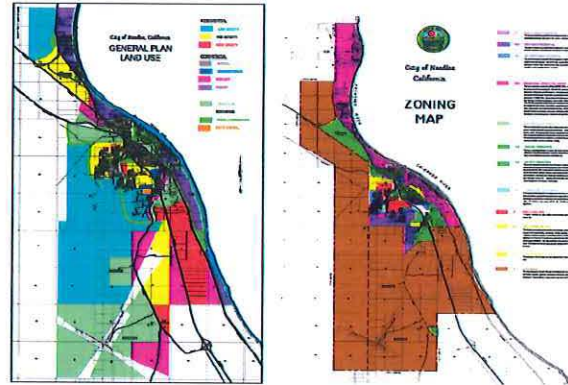
5. Existing Efforts

This section summarizes the findings from various planning documents for the City of Needles. The purpose of reviewing existing planning efforts is to ensure the LRSP goals and objectives along with recommended improvements are aligned with recent planning efforts for transportation safety.

The City of Needles has identified several goals, policies from the following documents:

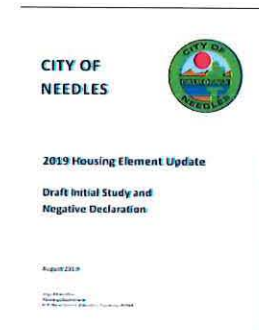
- **City of Needles Traffic Element (2022) & General Plan (1985 & 2022 Tentative)**

This Traffic Element Plan document represents the official adopted goals, objectives, policies, and programs for the City of Needles. This general plan is critical to the planning and local policy decision making process for the development of the Local Roadway Safety Plan as it utilizes community engagement, policy development, and field research to shape the future development of the City.



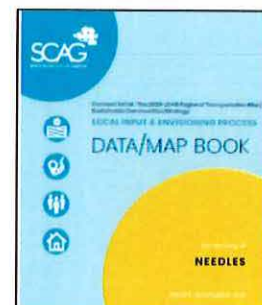
- **City of Needles Housing Element Update (2019)**

This plan intends to enhance connectivity and mobility options within the City of Needles. The Housing Element lists policies and programs in order to accommodate a variety of housing types for all income levels and needs of special population groups defined under State law (California Government Code Section 65583); analyzes governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of the existing affordable housing stock; and outlines policies to promote housing opportunities for all persons.



- **SCAG- Connect SoCal : The 2020-2045 Regional Transportation Plan/ Sustainable Communities Strategy for the City of Needles**

Connect SoCal embodies a collective vision for the region's future and is developed with input from local governments, CTCs, tribal governments, non-profit organizations, businesses and local stakeholders within the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura. In November 2017, SCAG released the preliminary Data/Map Book which includes the data and maps of current land use, resource areas, transportation, administrative boundaries and growth. Then, the data and maps have been updated based on feedback received from jurisdictions during the Bottom-Up Local Input and Envisioning Process.





6. Data Analysis and Summary

This section summarizes the results of a citywide collision analysis for the time period between January 1, 2017 and December 31, 2021. The purpose of studying the collision patterns and trends is to identify the factors that caused collisions to occur within the study timeframe. The focus is to identify high crash locations in the City in order to target the factors that are affecting these prominent locations.

6.1 Overall Summary

According to the Statewide Integrated Traffic Records System (SWITRS) map on the University of California, Berkeley Transportation Injury Mapping System (TIMS), during the period of January 1, 2017 to December 31, 2021, there were 74 collisions in total. 5 victims were killed, and 102 victims were injured. There were 7 pedestrian collisions (9.5% of total), 42 state highway collisions (56.8%), 2 bike collisions (2.7%), and 6 motorcycle collisions (8.1%). A map that displays collisions by point as well as a map that displays collisions by cluster is shown in Figures 2 and 3.

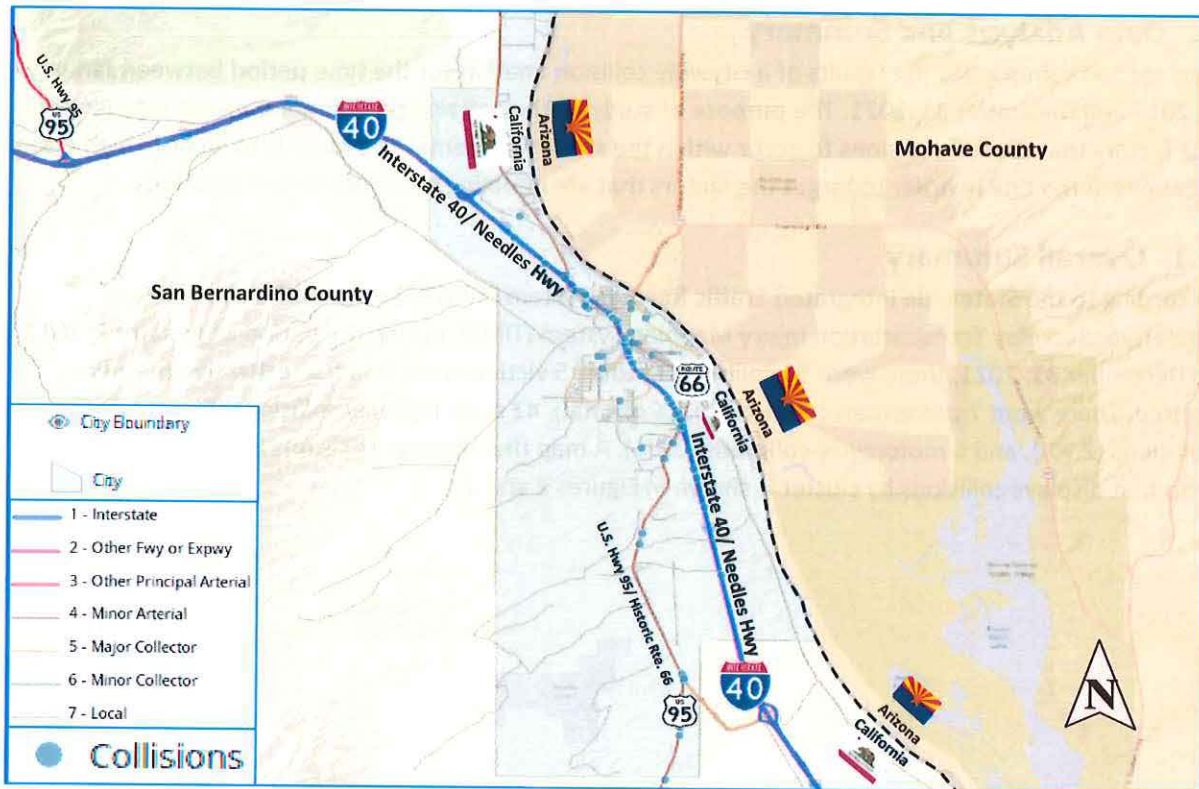


Figure 2: City of Needles Display of Collisions by Point (January 1, 2017 – December 31, 2021)

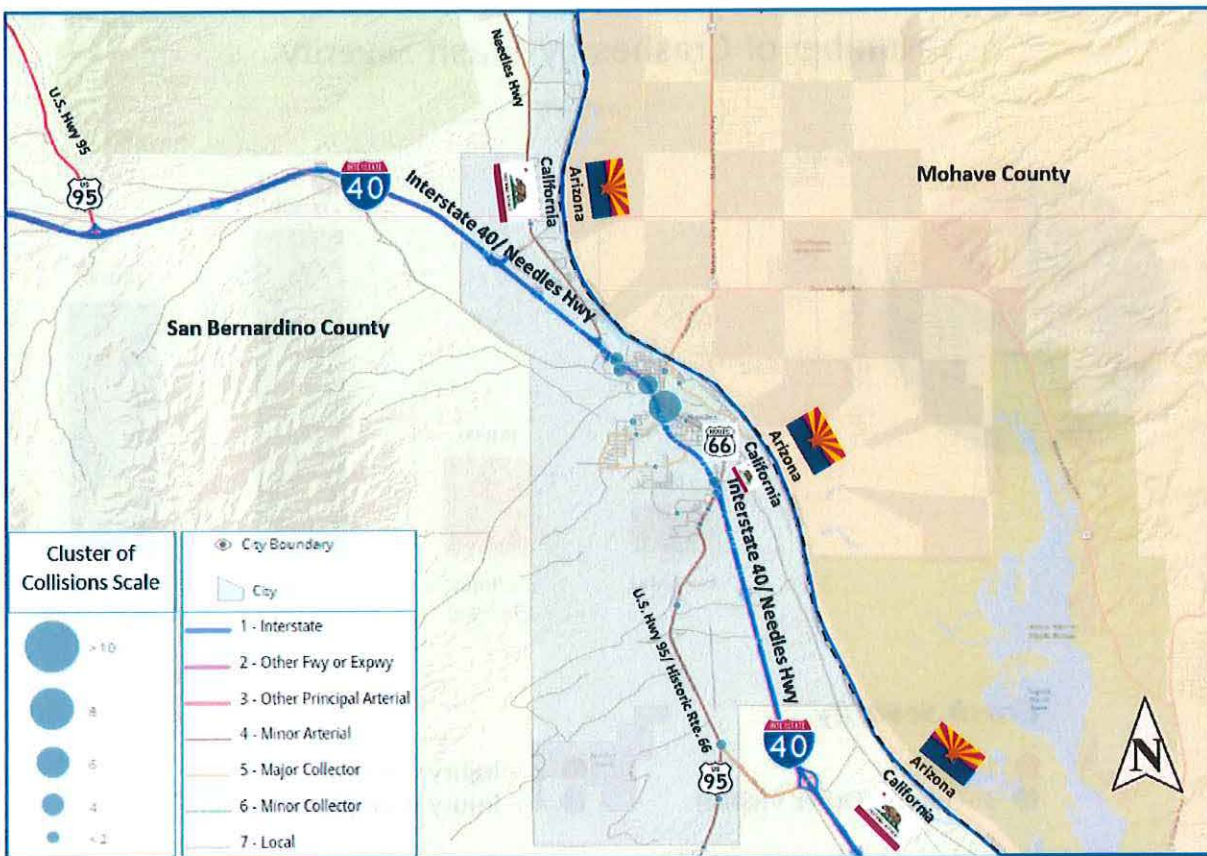
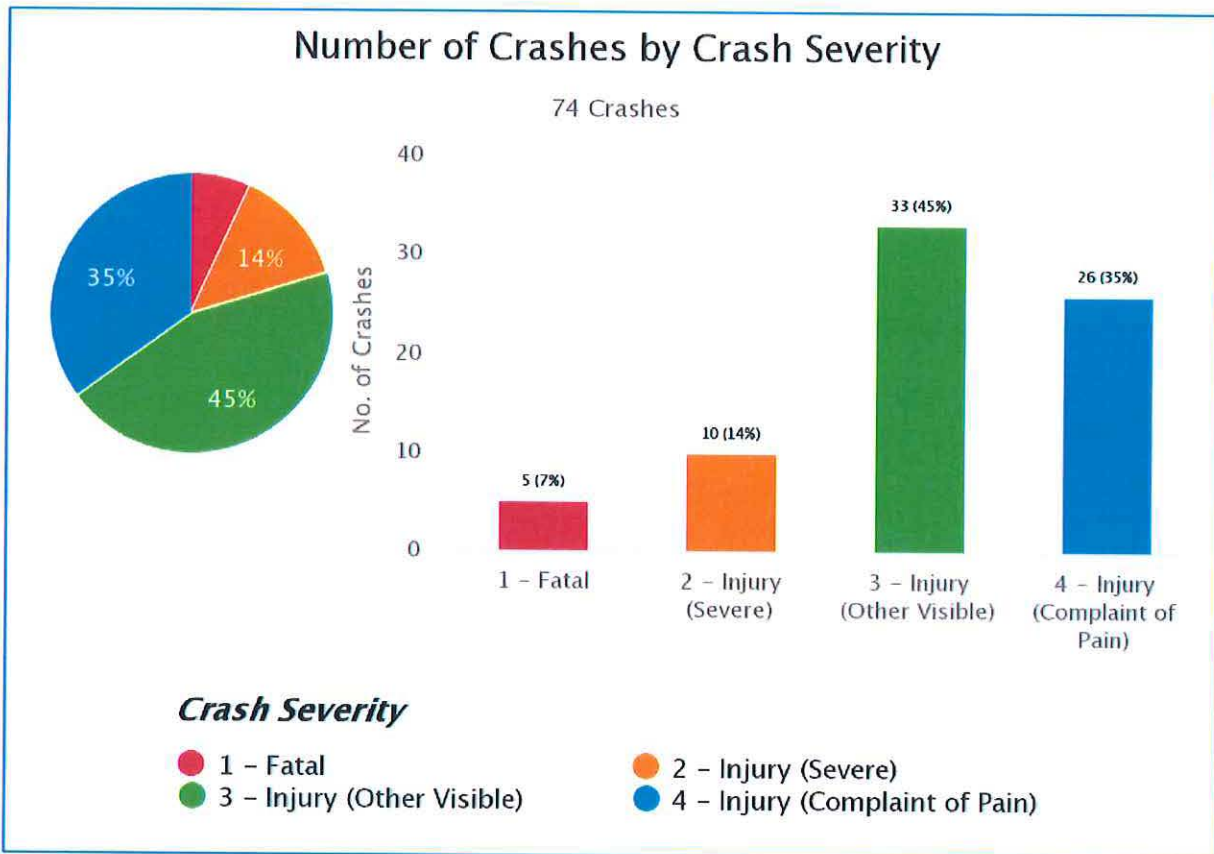


Figure 2: City of Needles Display of Collisions by Cluster (January 1, 2017 – December 31, 2021)



Crash Severity	Count	%
1- Fatal	5	6.76
2- Injury (Severe)	10	13.51
3- Injury (Other Visible)	33	44.59
4- Injury (Complaint of Pain)	26	35.19
Total	74	100%

Figure 3: City of Needles Number of Crashes by Crash Severity (January 1, 2017 – December 31, 2021)

University of California, Berkeley Transportation Injury Mapping System (TIMS) generated several graphs to detail City of Needles' collisions in the 5-year period. Figure 4 displays number of crashes by crash severity. From 2017 to 2021, there were 5 fatal collisions, which was 6.76% of total collisions; 10 injury (severe) collisions, which was 13.51% of total collisions; 33 injury (other visible) collisions (44.59% of total collisions), which was the highest percentage of all the collisions; and 26 injury (complaint of pain) collisions (35.14%).

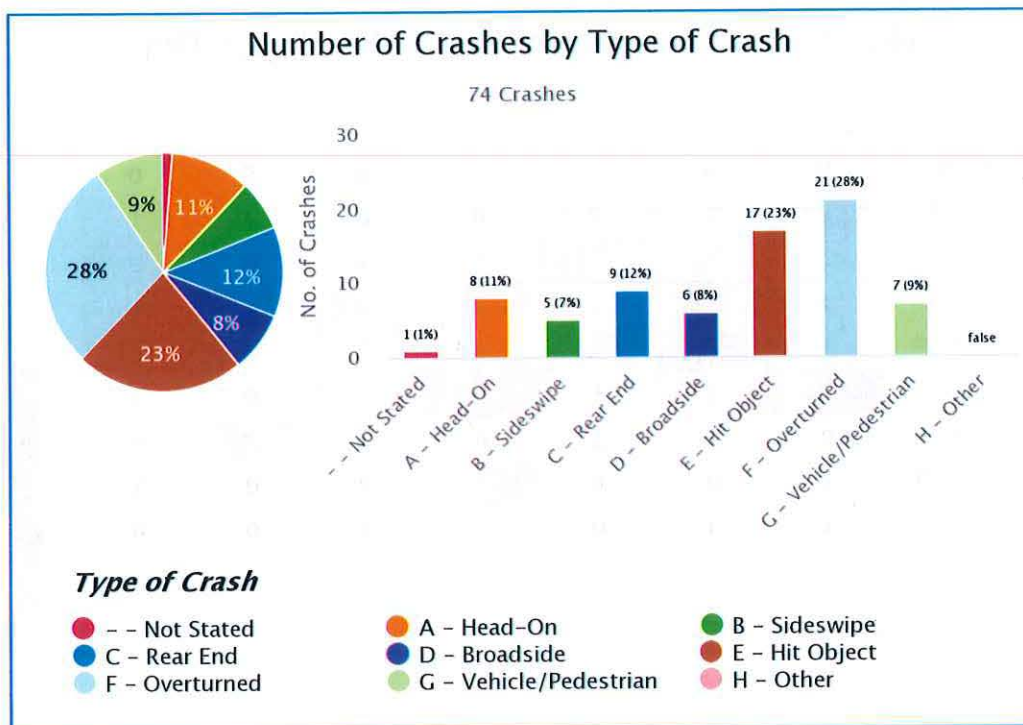
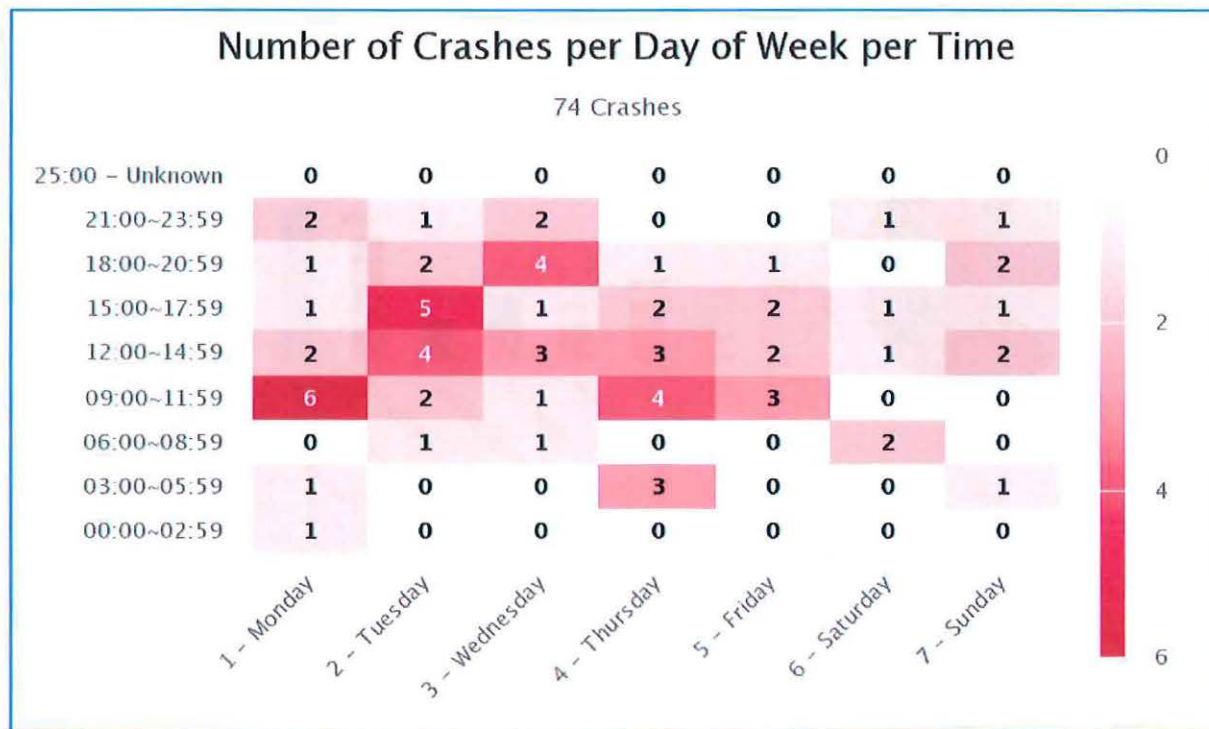


Figure 4: Number of Crashes by Type of Crash (January 1, 2017 – December 31, 2021)

From 2017 to 2021, City of Needles' types of collision were reported by University of California, Berkeley Transportation Injury Mapping System (TIMS). There were 21 overturned collisions during the selected period of time. This was the most common type of collision, which was 28.38% of total collisions in the City of Needles. Hit Object was the second common type, which was 22.97% of the total (17 collisions). There were 9 rear end collisions, making it the third common type of collision (12.16% of the total). Vehicle/pedestrian collisions took 9.46% of total collisions in the city. There was 1 collision that was not stated (approximately 1.35% of the total). Head-On collisions made up of 10.81% of the total, broadside collisions were 8.11%, and sideswipe collisions were 6.76% of the total collisions in the City of Needles.



Table 1: Number of Crashes per Day of Week per Time (January 1, 2017 – December 31, 2021)



Collisions in the City of Needles were listed for different time periods for each day of the week. 1 collision occurred on a Monday for each time period from 0:00 to 2:59 and from 3:00 to 5:59. 6 collisions occurred in the period from 9:00 to 11:59, which was the most for any time period in any day. There were 2 collisions that occurred in the time period of 12:00 to 14:59, 1 collision that occurred from 15:00 to 17:59 and 18:00 to 20:59. Lastly 2 collisions occurred in the time period of 21:00 to 23:59.

Tuesdays from 6:00 to 8:59 and 21:00 to 23:59 each had 1 collision. Periods of 9:00 to 11:59 and 18:00 to 20:59 each had 2 collisions. At the period of 12:00 to 14:59, there were 4 collisions and the period of 15:00 to 17:59 had 5 collisions, which was the second most out of any time period out of any day. The total number of collisions that occurred on Tuesdays was the most (15) out of any total day of the week.

On Wednesdays, TIMS recorded 1 collision for each time period from 6:00 to 8:59, 9:00 to 11:59, and 15:00 to 17:59. 2 collisions occurred from 21:00 to 23:59, 3 collisions occurred from 12:00 to 14:59, and 4 collisions occurred during the time of 18:00 to 20:59.

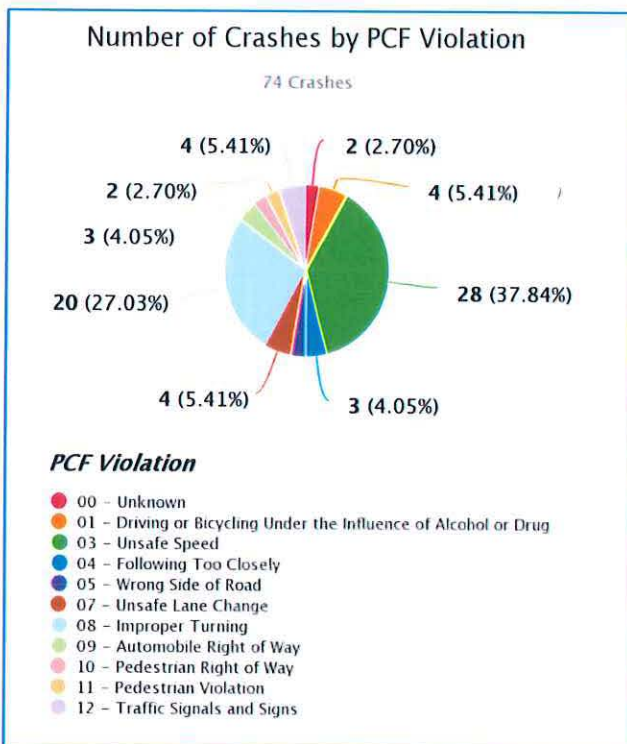
Thursdays had 1 collision occur at 18:00 to 20:59, 2 collisions occur at 15:00 to 17:59, and 3 collisions occur during 3:00 to 5:59 and 12:00 to 14:59. 4 collisions occurred during the time of 9:00 to 11:59, which was the highest period of Thursday.

There was 1 collision from 18:00 to 20:59 on Fridays, 2 collisions for the time periods from 12:00 to 14:59 and 15:00 to 17:59, and lastly 3 collisions that occurred from 9:00 to 11:59.



On Saturdays, 1 collision occurred for each time period from 12:00 to 14:59, 15:00 to 17:59, and 21:00 to 23:59. 2 collisions were recorded during the period from 6:00 to 8:59. This makes Saturday having the least number of total collisions (5) out of the other days of the week.

1 collision was recorded from the time periods 3:00 to 5:59, 15:00 to 17:59, and 21:00 to 23:59 on Sundays. 2 collisions occurred from 12:00 to 14:59 and from 18:00 to 20:59.



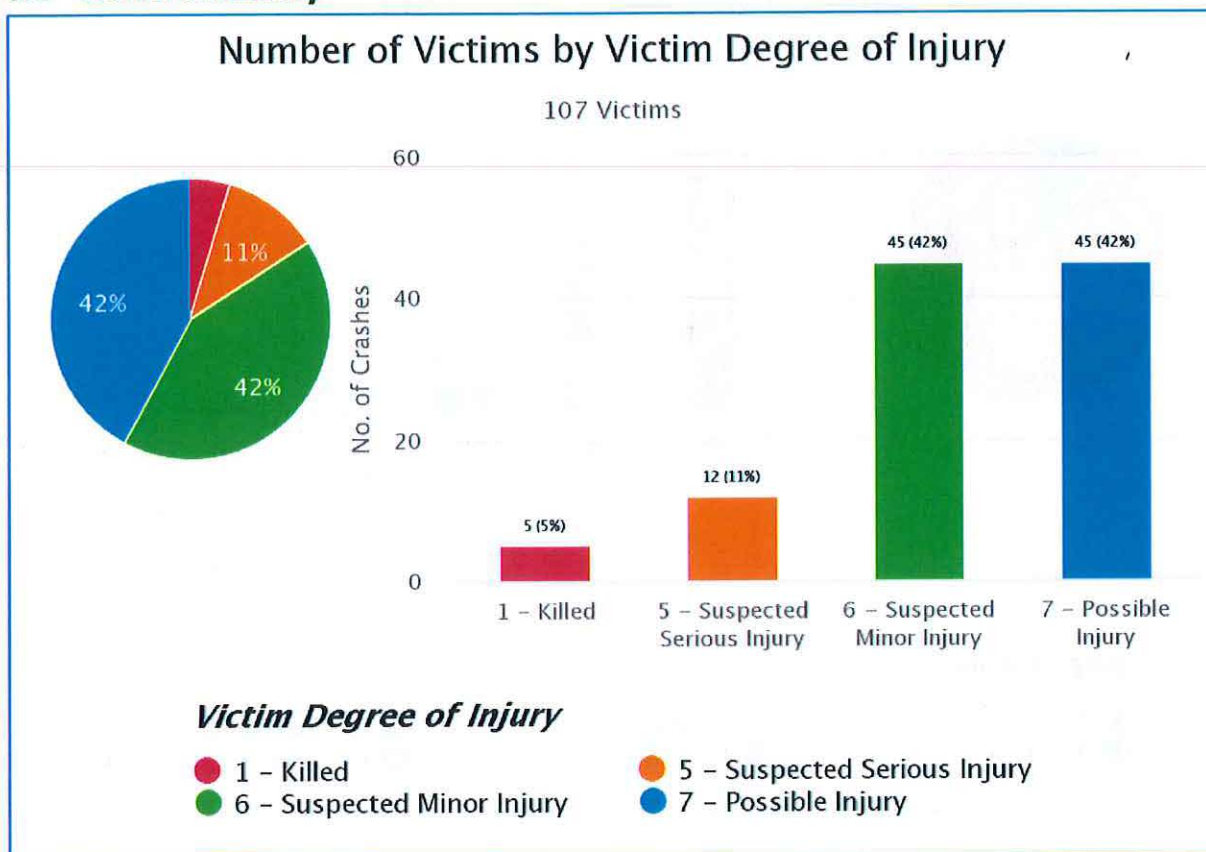
PCF Violation	Count	%
00 – Unknown	2	2.70
01 – Driving or Bicycling Under the Influence of Alcohol or Drug	4	5.41
03 – Unsafe Speed	28	37.84
04 – Following Too Closely	3	4.05
05 – Wrong Side of Road	2	2.70
07 – Unsafe Lane Change	4	5.41
08 – Improper Turning	20	27.03
09 – Automobile Right of Way	3	4.05
10 – Pedestrian Right of Way	2	2.70
11 – Pedestrian Violation	2	2.70
12 – Traffic Signals and Signs	4	5.41
Total	74	100

Figure 5: Number of Crashes by (PCF) Primary Crash Factor Violation (January 1, 2017 – December 31, 2021)

According to University of California, Berkeley Transportation Injury Mapping System (TIMS), the Primary Collision Factor (PCF) violation that caused the most collisions in the City of Needles were unsafe speeds, which resulted in 28 collisions (37.84% of total collisions). 20 collisions were reported with improper turning PCF violation (27.03%). Driving or Bicycling under the influence of alcohol or drug, unsafe lane change, and traffic signals and signs make up the third highest with each being 4 collisions (5.41% of total collisions). Next came following too closely and automobile right of way making up 3 collisions each (4.05%). Lastly, unknown, wrongs side of road, pedestrian right of way, and pedestrian violation had 2 collisions each, which make up 2.7% of the total number of collisions each.



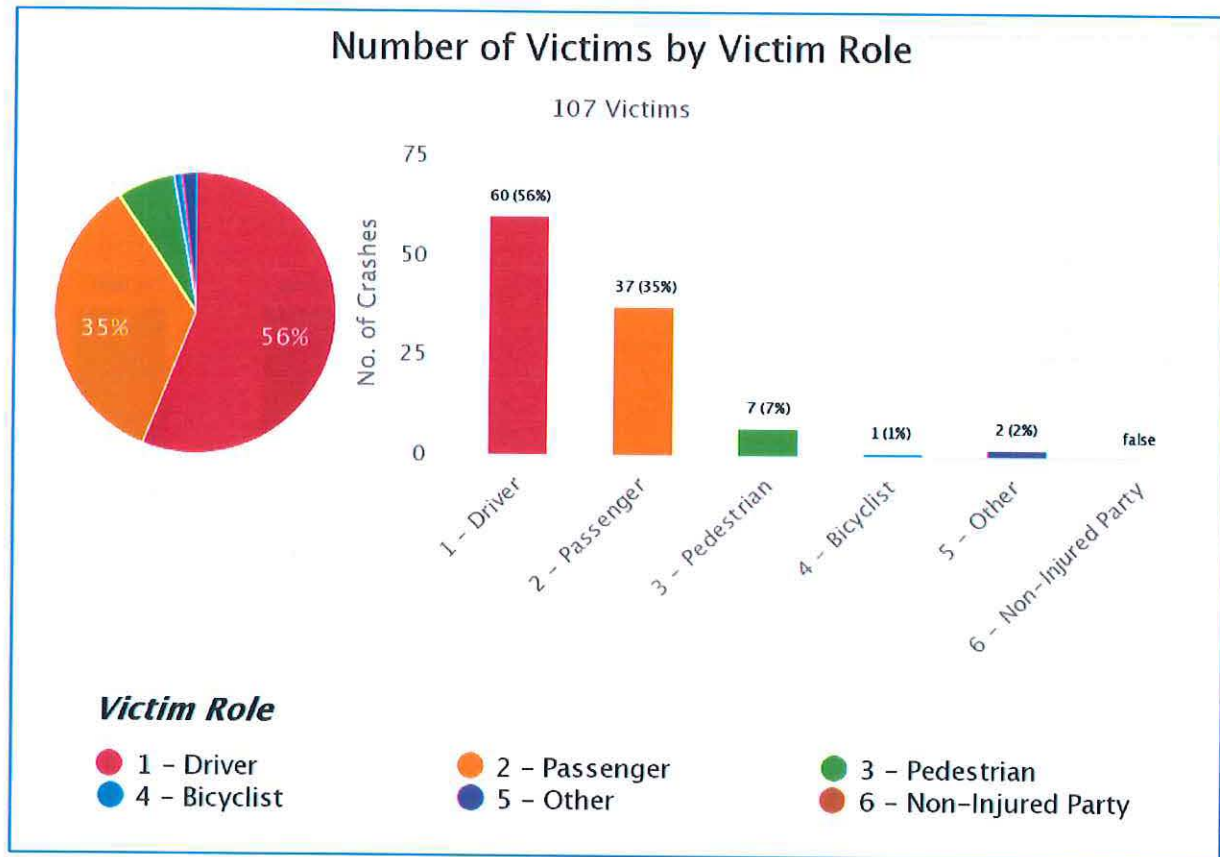
6.2 Victim Summary



Victim Degree of Injury	Count	%
1 – Killed	5	4.67
5 – Suspected Serious Injury	12	11.21
6 – Suspected Minor Injury	45	42.06
7 – Possible Injury	45	42.06
Total	107	100

Figure 6: Number of Victims by Victim Degree of Injury (January 1, 2017 – December 31, 2021)

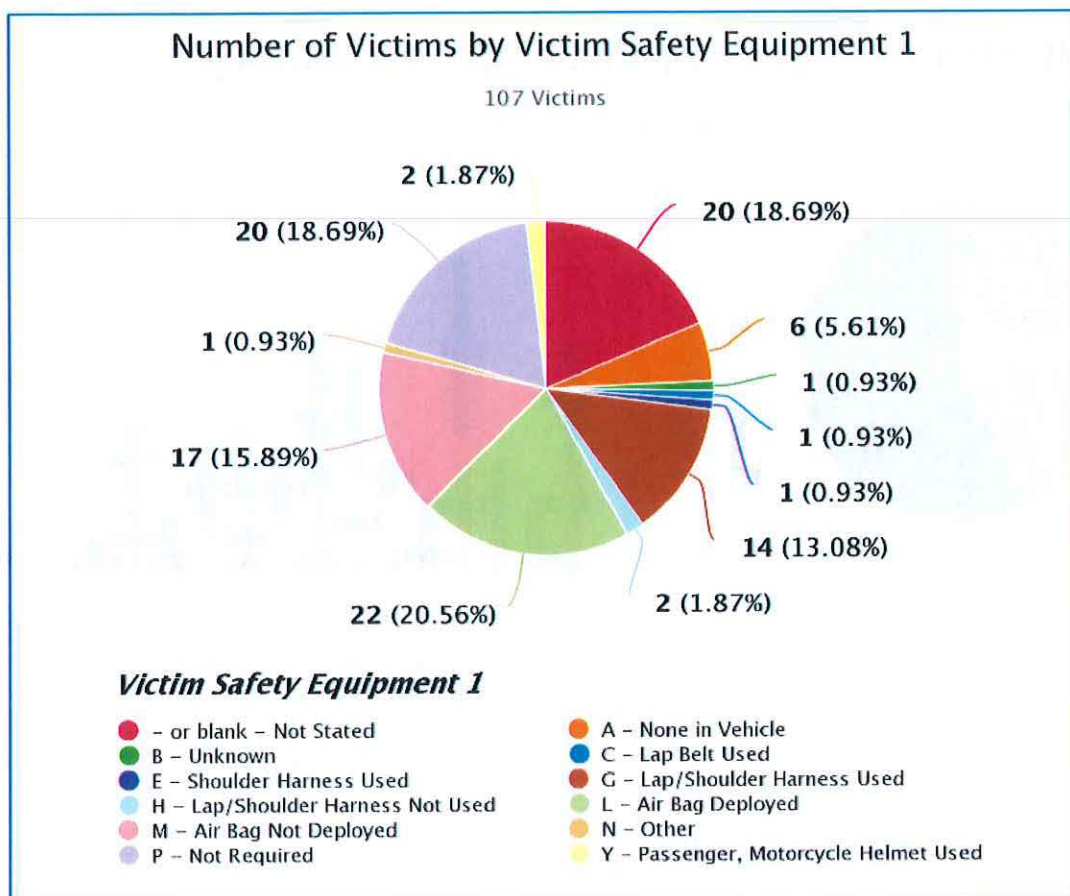
There were 107 victims of traffic collisions in the City of Needles from 2015 to 2020. 5 victims were killed (4.67%), 12 victims reported with suspected serious injury (11.21%), 45 victims reported with suspected minor injury (42.06%), and 45 victims were reported with possible injury (42.06%).



Victim Role	Count	%
1 – Driver	60	56.07
2 – Passenger	37	34.58
3 – Pedestrian	7	6.54
4 – Bicyclist	1	0.93
5- Other	2	1.87
Total	107	100

Figure 7: Number of Victims by Victim Role (January 1, 2017 – December 31, 2021)

According to University of California, Berkeley Transportation Injury Mapping System (TIMS), of the collision victims, 60 were drivers (56.07%), 37 were passengers (34.58%), 7 were pedestrians (6.54%), 1 was a bicyclist (0.93%), and 2 were other (1.87%).



Victim Safety Equipment 1	Count	%
- or blank – Not Stated	20	18.69%
A – None in Vehicle	6	5.61%
B – Unknown	1	0.93%
C – Lap Belt Used	1	0.93%
E – Shoulder Harness Used	1	0.93%
G – Lap/Shoulder Harness Used	14	13.08%
H – Lap/Shoulder Harness Not Used	2	1.87%
L – Air Bag Deployed	22	20.56%
M – Air Bag Not Deployed	17	15.89%
N – Other	1	0.93%
P – Not Required	20	18.69%
Y – Passenger, Motorcycle Helmet Used	2	1.87%
Total	107	100

Figure 8: Number of Victims by Victim Safety Equipment (January 1, 2017 – December 31, 2021)

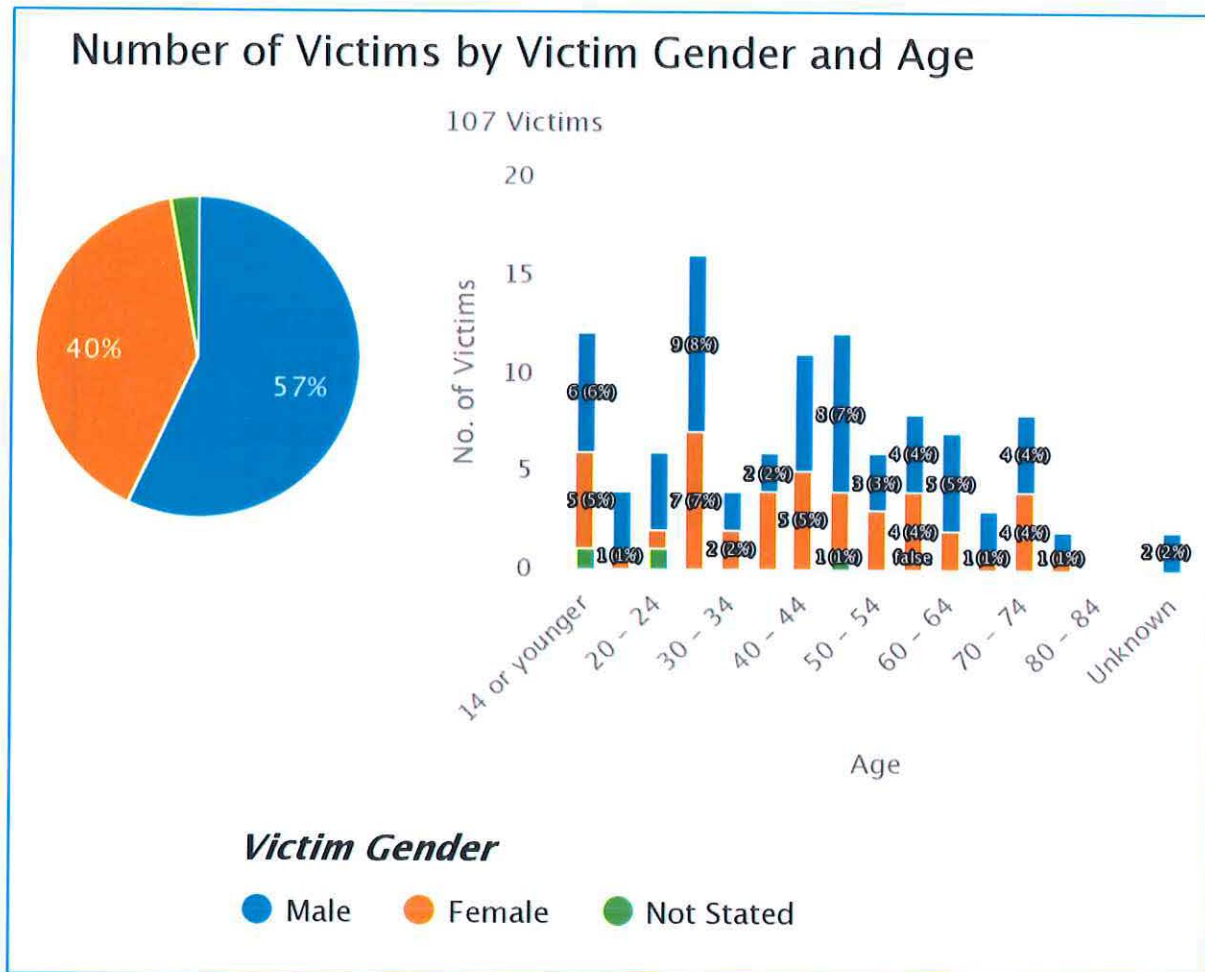
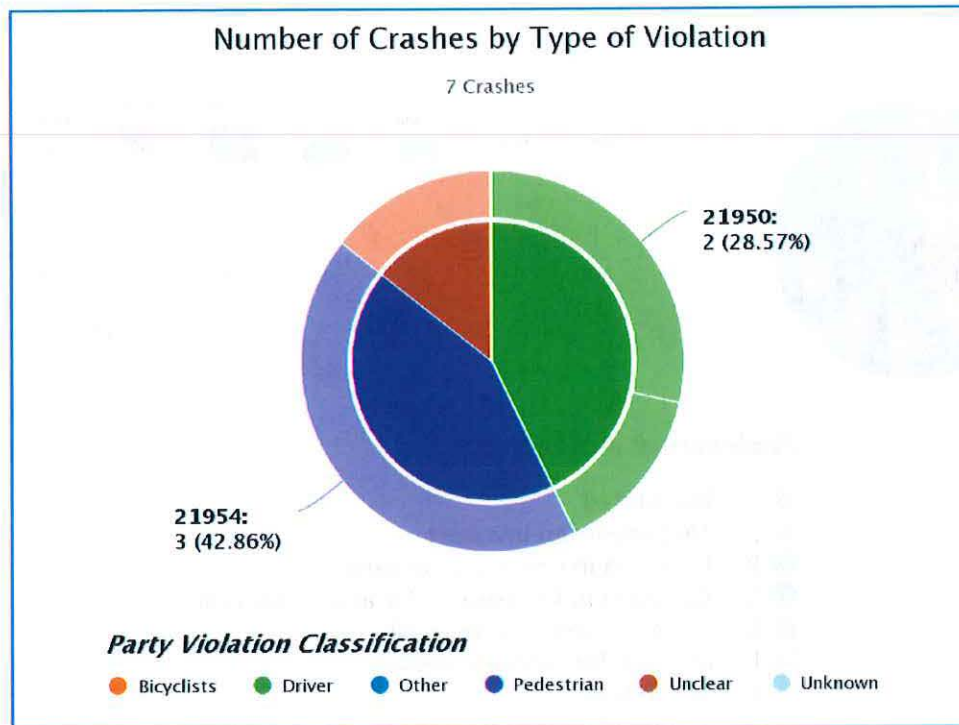


Figure 9: Number of Victims by Victim Gender and Age (January 1, 2017 – December 31, 2021)

For the total of 107 victims during the 5-year period, 40% of them were females, 57% were males, and 3% were not stated. 2 victims were in the category of unknown age, 12 victims were 14 years old or younger, 4 victims were 15-19 years old, 6 victims were 20-24 years old, 16 victims were 25-29 years old, which was the highest age range. 4 victims were 30-34 years old, 6 victims were 35-39 years old, 11 victims were 40-44 years old. 12 victims were in the age range of 45-49 years old, 6 victims were in the age range of 50-54 years old, 8 victims were in the age range of 55-59 years old, and 7 victims were in the age range of 60-64 years old. 3 victims were 65-69 years old, 8 victims were 70-74 years old, and 2 were 75-79 years old.



6.3 Pedestrian Crash Summary



Party Violation Classification	Type of Violation	Description	Count	%
Pedestrian	21954	Pedestrian failure to yield right-of-way to vehicles when crossing outside of a marked or unmarked crosswalk	3	42.86%
Driver	21950	Driver failure to yield right-of-way to pedestrians at a marked or unmarked crosswalk	2	28.57%
Driver	22350	Speeding on the highway / Driving at a dangerously high speed given highway conditions like weather, visibility, traffic, and highway measurements, or driving at a speed that endangers people or property	1	14.29%
Unclear	23152	Driving under the influence of alcohol (BAC 0.08+) or drugs	1	14.29%
Total			7	100

Figure 10: City of Needles Number of Crashes by Type of Violation (January 1, 2017 – December 31, 2021)

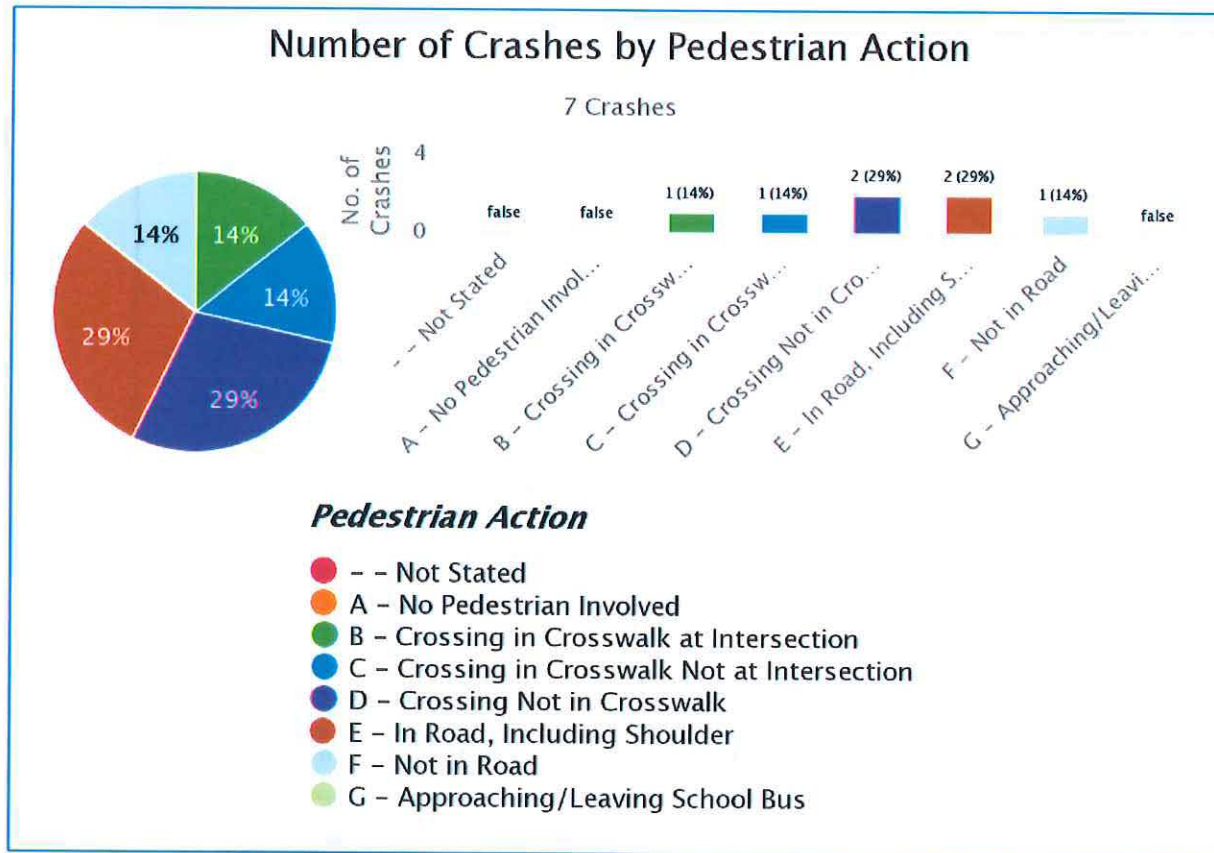


Figure 11: City of Needles Number of Crashes by Pedestrian Action (January 1, 2017 – December 31, 2021)

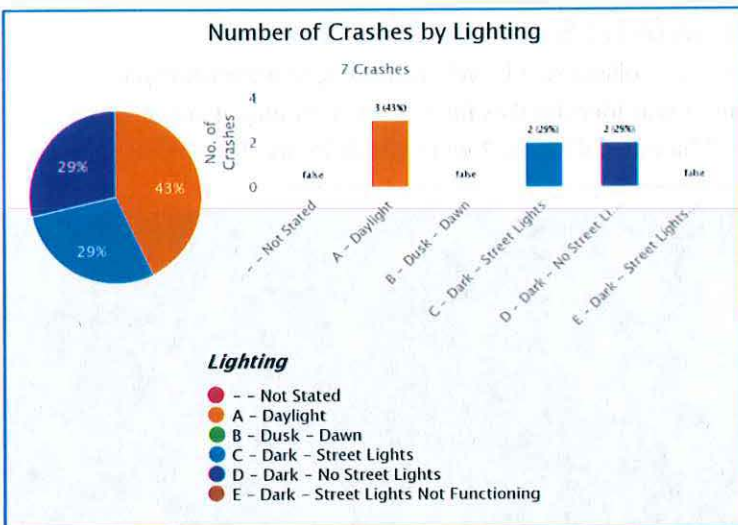


Figure 12: City of Needles Number of Crashes by Lighting (January 1, 2017 – December 31, 2021)

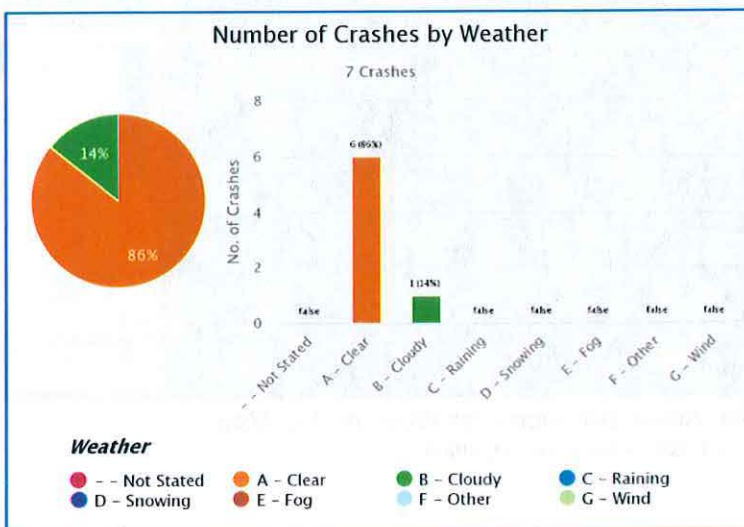


Figure 13: City of Needles Number of Crashes by Weather (January 1, 2017 – December 31, 2021)



6.4 Active Transportation Program (ATP) Summary Data & Maps

From 2017 to 2021 there has been 7 pedestrian collisions, 2 bicycle collisions, and 0 motorcycle collisions. Out of the 7 pedestrian collisions, 1 was identified as fatal, 1 severe injury, 4 were visible injury, and 1 complaint of pain. Out of the 2 bicycle collisions, 2 were visible injury. The following figure displays the City's ATP heat map.

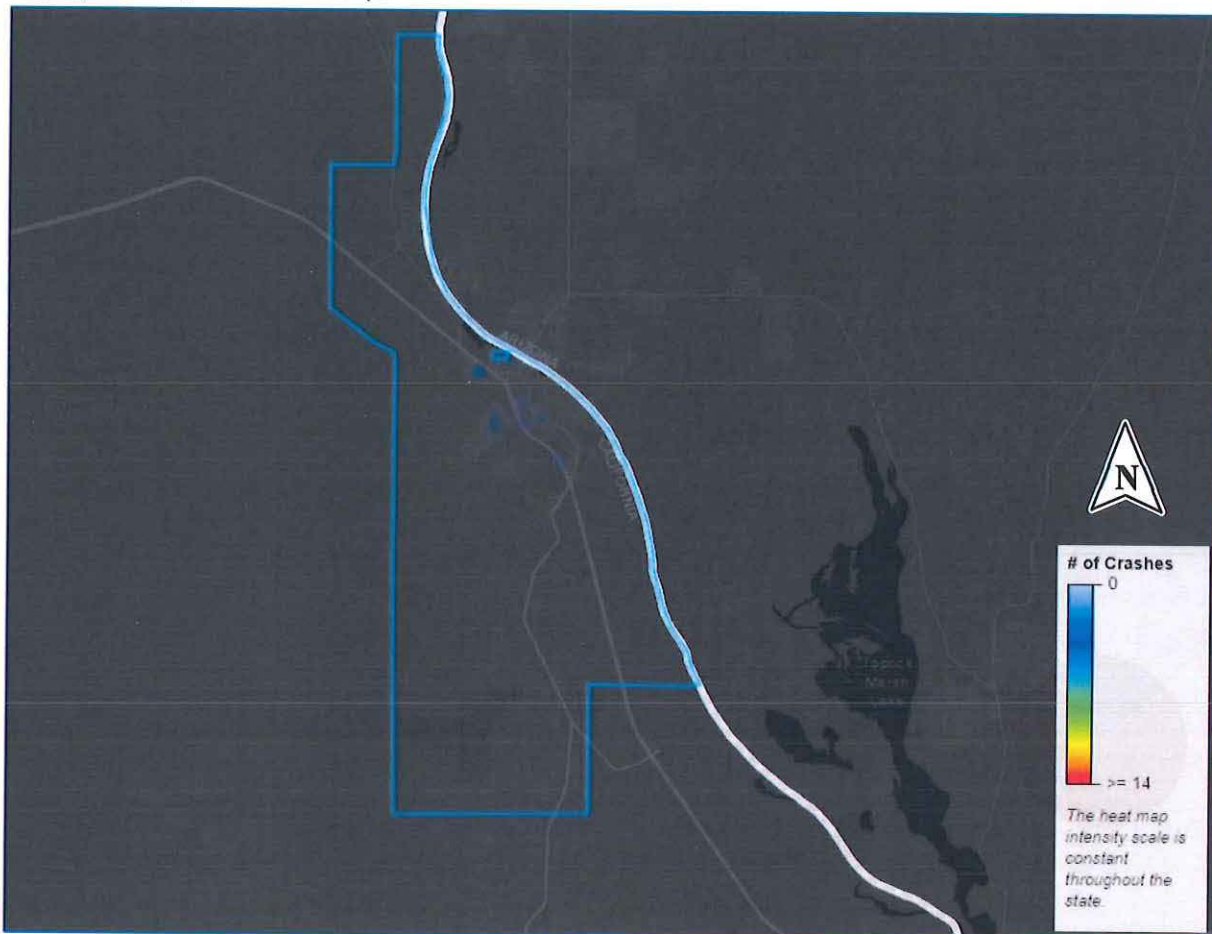


Figure 14: City of Needles Active Transportation Program Heat Map
(January 1, 2017 – December 31, 2021)

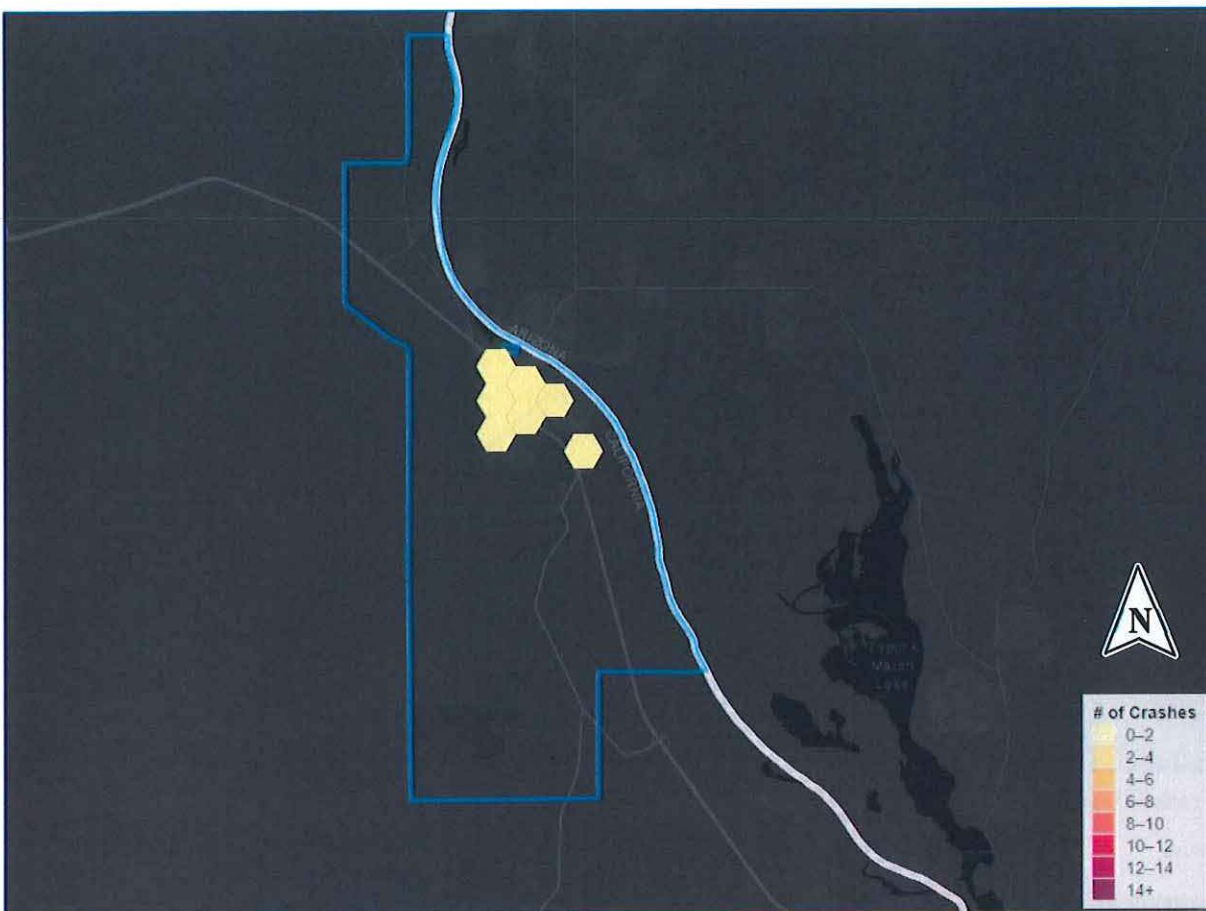


Figure 15: City of Needles Active Transportation Program Hexagonal Grid Map
(January 1, 2017 – December 31, 2021)

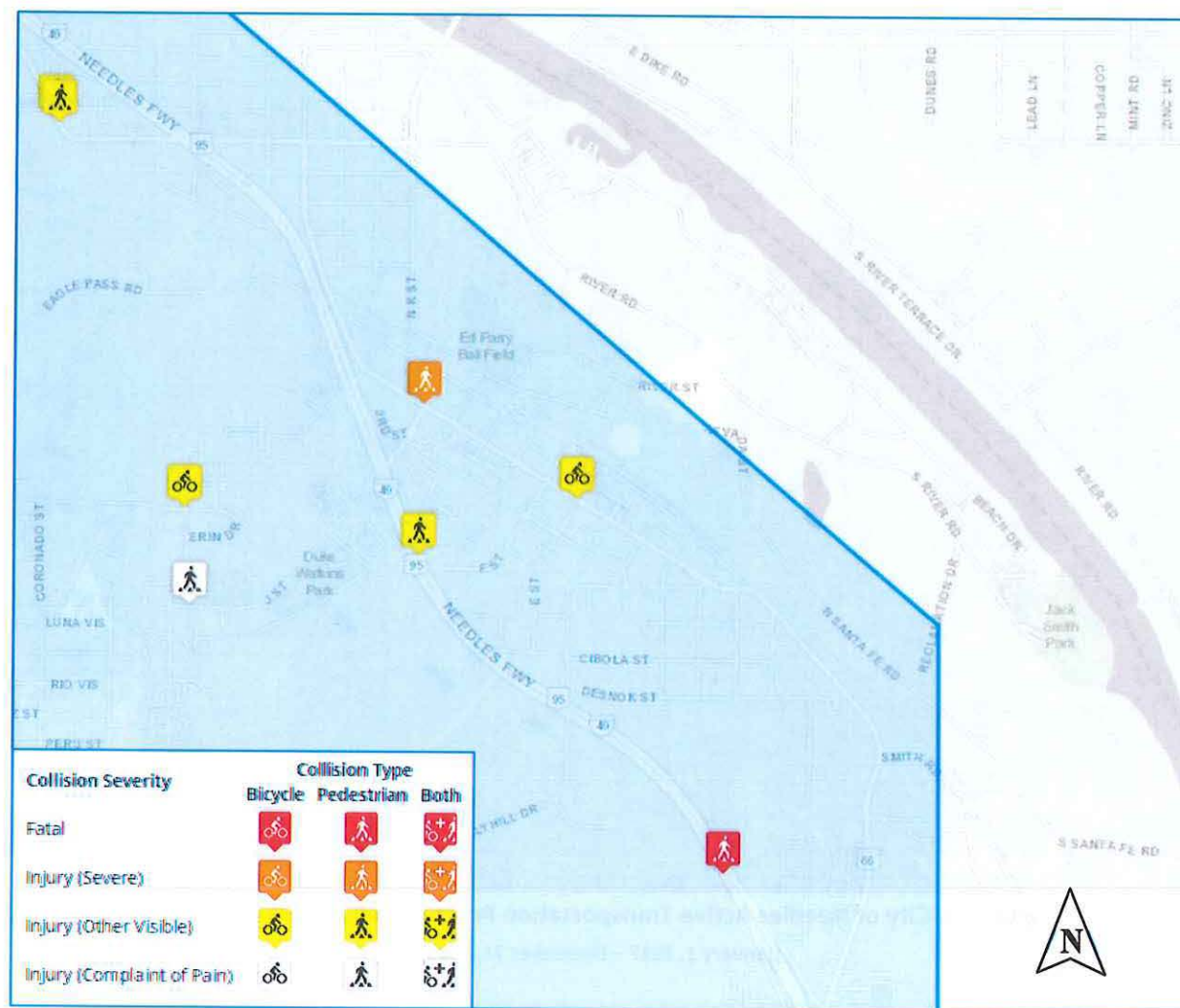
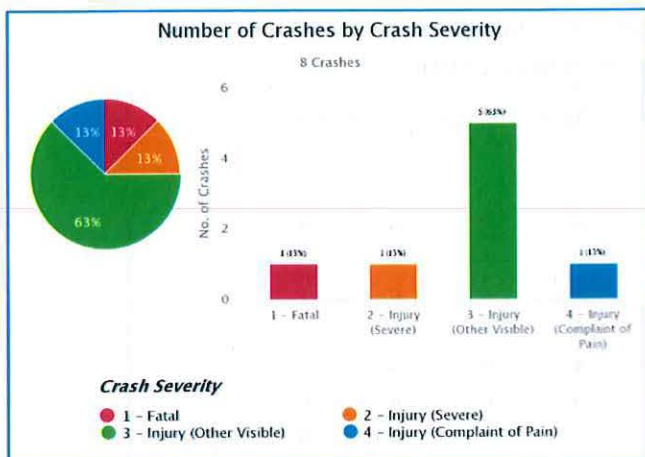


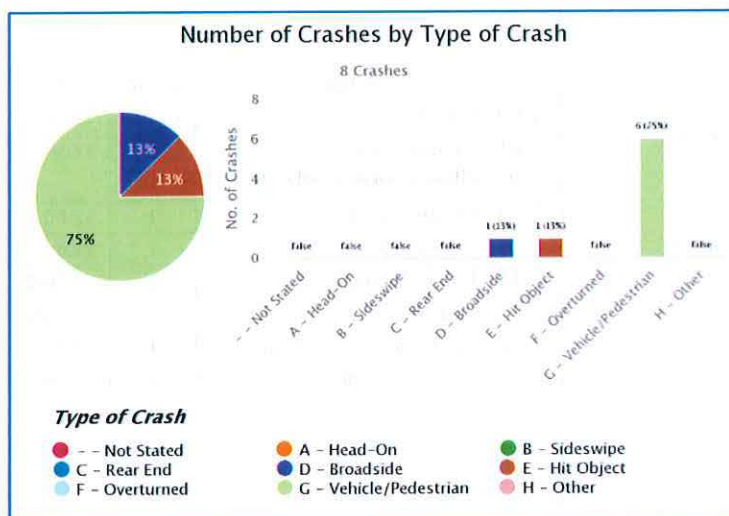
Figure 16: City of Needles Active Transportation Program Specific Collision Map
(January 1, 2017 – December 31, 2021)



Crash Severity	Count	%
1 – Fatal	1	12.50%
2 – Injury (Severe)	1	12.50%
3 – Injury (Other Visible)	5	62.50%
4 – Injury (Complaint of Pain)	1	12.50%
Total	8	100

Figure 17: City of Needles Number of Crashes by Crash Severity (January 1, 2017 – December 31, 2021)

According to University of California, Berkeley Transportation Injury Mapping System (TIMS), from 2017 to 2021, there was 1 fatal collision (12.5%), 1 Injury (Severe) collision (12.5%), 5 Injury (Other Visible) collisions (62.5%), and 1 was identified as Injury (Complaint of Pain) which counted for 12.5 % of the total collisions.



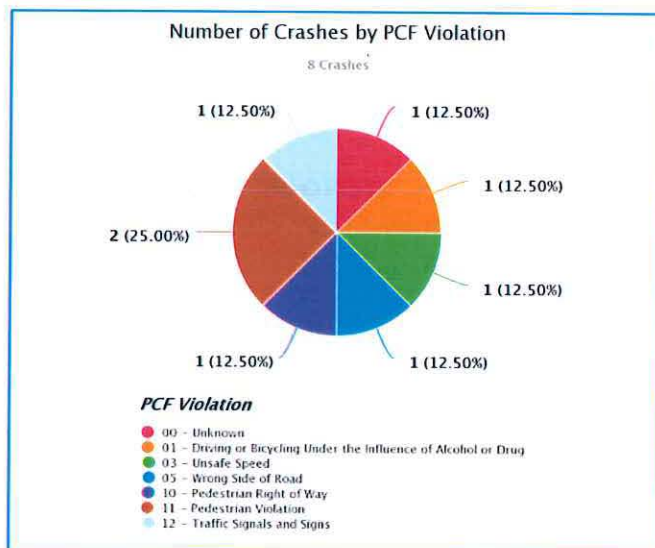
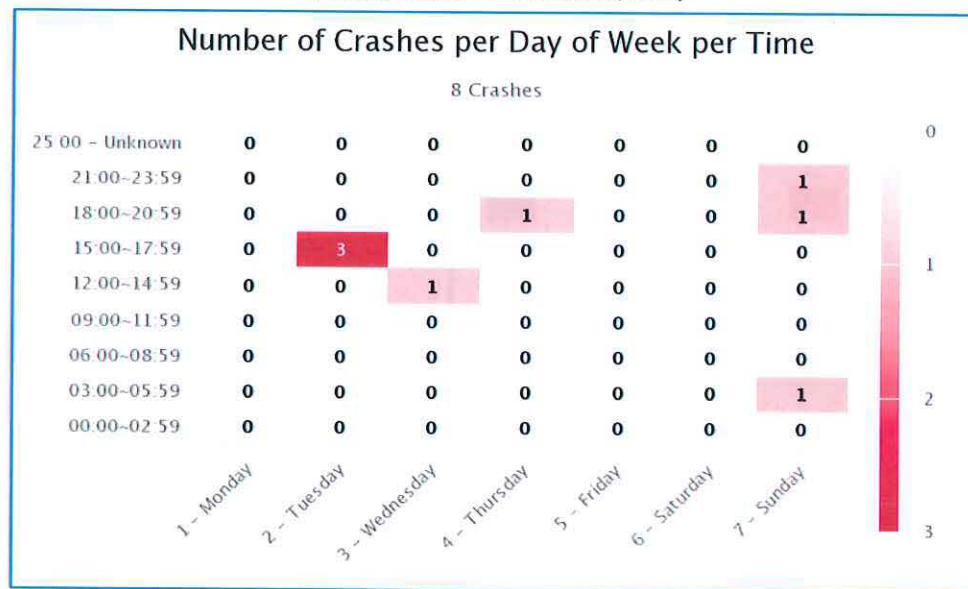
Type of Crash	Count	%
D – Broadside	1	12.50%
E – Hit Object	1	12.50%
G – Vehicle/Pedestrian	6	75.00%
Total	8	100

Figure 18: City of Needles Number of Crashes by Type of Crash (January 1, 2017 – December 31, 2021)

There was 1 broadside and 1 hit object type of collisions, which each made up 12.5% of the total types of collisions, while 6 collisions were Vehicle/Pedestrian types, which made the majority of 75% of total types of collisions.



Table 2: City of Needles ATP Number of Crashes per Day of Week per Time
(January 1, 2017 – December 31, 2021)



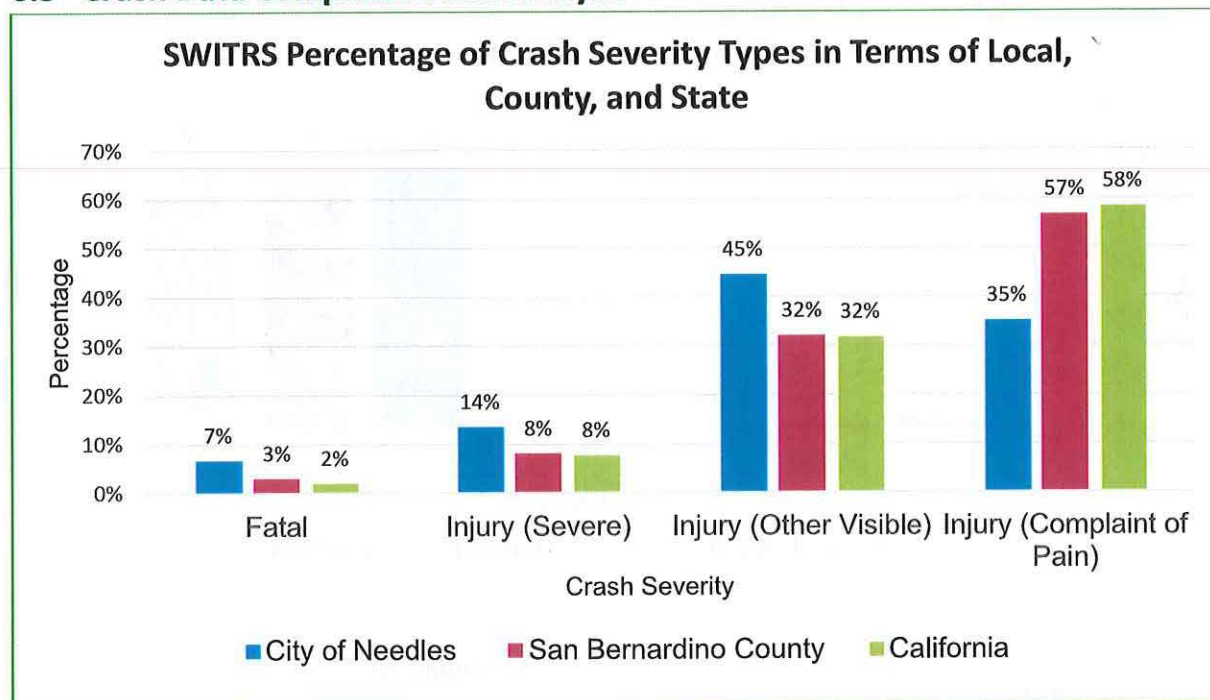
PCF Violation	Count	%
00 – Unknown	1	12.50%
01 – Driving or Bicycling Under the Influence of Alcohol or Drug	1	12.50%
03 – Unsafe Speed	1	12.50%
05 – Wrong Side of Road	1	12.50%
10 – Pedestrian Right of Way	1	12.50%
11 – Pedestrian Violation	2	25.00%
12 – Traffic Signals and Signs	1	12.50%
Total	8	100

Figure 19: City of Needles Number of Crashes by Primary Crash Factor PCF Violation

According to University of California, Berkeley Transportation Injury Mapping System (TIMS) From 2017 to 2021, out of the 8 collisions, 1 collision had (00-Unknown) as a PCF Violation, 1 collision had (01-Driving or Bicycling Under the Influence of Alcohol or Drug) as a PCF Violation, 1 collision had (03-Unsafe Speed) as a PCF Violation, 1 collision had (05-Wrong Side of Road) as a PCF Violation, 1 collision had (10-Pedestrian Right of Way) as a PCF Violation, 2 collisions had (11-Pedestrian Violation) as a PCF Violation, and 1 collision had (12-Traffic Signals and Signs) as a PCF Violation.



6.5 Crash Data Comparison and Analysis

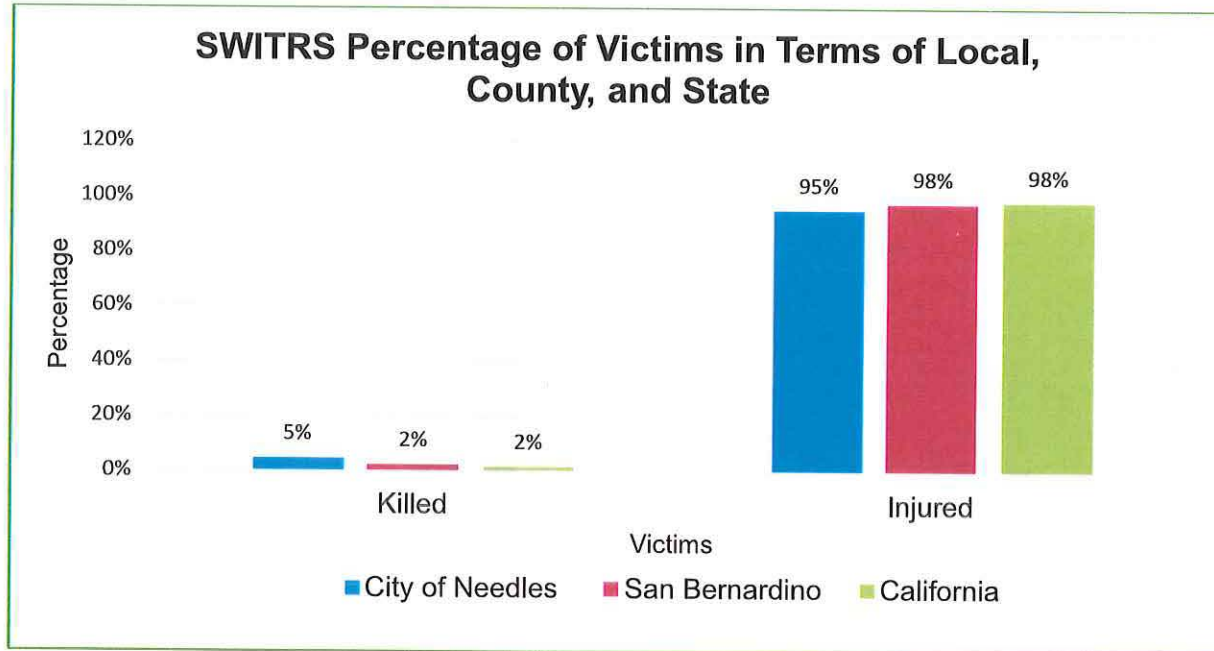


Crash Severity	Count (%)		
	Needles, CA	San Bernardino County	California
1 Fatal	5 (7%)	1,559 (3%)	17,815 (2%)
2 Injury (Severe)	10 (14%)	4,190 (8%)	68,669 (8%)
3 Injury (Other Visible)	33 (45%)	16,686 (32%)	283,632 (32%)
4 Injury (Complaint of Pain)	26 (35%)	29,507 (57%)	520,717 (58%)
Total	74 (100%)	51,942 (100%)	890,833 (100%)

Figure 21: SWITRS Number and Percentage of Crash Severity Types in Terms of Local, County, and State

(January 1, 2017 – December 31, 2021)

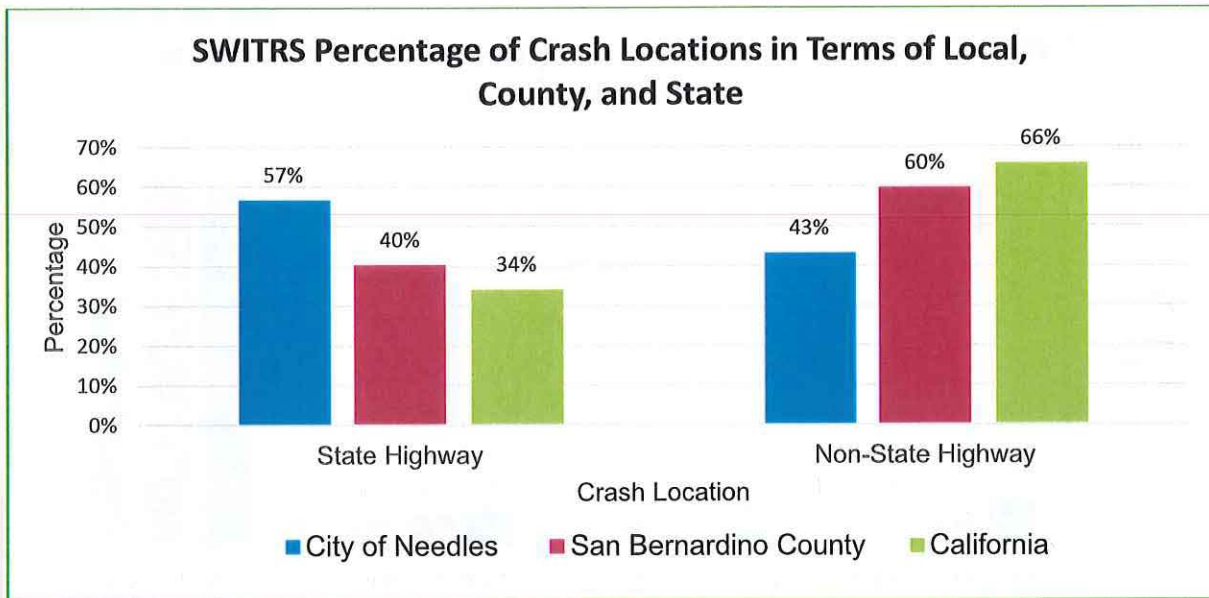
From the Transportation Injury Mapping System, the Statewide Integrated Traffic Records System contains crash data reported to California Highway Patrol (CHP) from the local and governmental agencies. From Figure 21, crash severity data is compared in the local, county, and state level. From the period between January 1, 2017 to December 31, 2021, City of Needles percentage proportions for 1) Fatal (7%), 2) Injury-Severe (14%), and 3) Injury-Other Visible (45%) crash severity is higher than the county (3%, 8%, 32%) and state (2%, 8%, 32%) categories. The percentage of 4) Injury-Complaint of Pain (35%) is much lower than the county (57%) and state (58%) categories. The data displayed shows a higher number of fatal, severe, and visible injury types and lower number of complaint of pain injuries in terms of percentage proportion for the City of Needles, compared to San Bernardino County and California.



Victims	Count (%)		
	Needles, CA	San Bernardino County	California
Killed	5 (5%)	1,725 (2%)	19,330 (2%)
Injured	102 (95%)	73,619 (98%)	1,248,201 (98%)
Total	107 (100%)	75,344 (100%)	1,267,531 (100%)

Figure 22: SWITRS Number and Percentage of Victims in Terms of Local, County, and State
(January 1, 2017 – December 31, 2021)

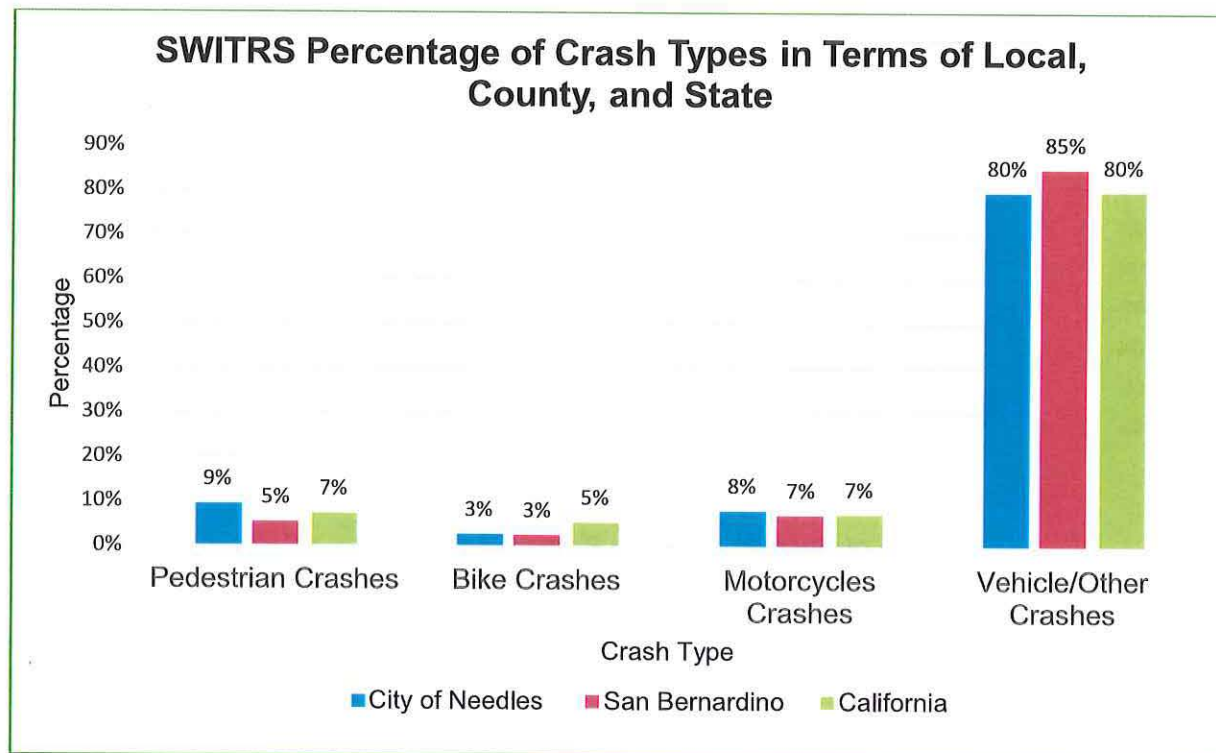
From the Transportation Injury Mapping System, the Statewide Integrated Traffic Records System contains crash data reported to California Highway Patrol (CHP) from the local and governmental agencies. From Figure 22, number of victims killed and injured is compared in the local, county, and state level. From the period between January 1, 2017 to December 31, 2021, City of Needles percentage proportions for Killed (5%), is higher than the county (2%) and state (2%). The percentage Injured (95%) lower than the county (98%) and state (98%). The data displayed shows a higher number of victims killed and lower number of victims injured in terms of percentage proportion for the City of Needles, compared to San Bernardino County and California.



Crash Location	Count (%)		
	Needles, CA	San Bernardino County	California
State Highway	42 (57%)	20,953 (40%)	304,365 (34%)
Non-State Highway	31 (42%)	30,989 (60%)	586,468 (66%)
Total	74 (100%)	51,942 (100%)	890,833 (100%)

Figure 23: SWITRS Number and Percentage of Crash Locations in Terms of Local, County, and State
(January 1, 2017 – December 31, 2021)

From the Transportation Injury Mapping System, the Statewide Integrated Traffic Records System contains crash data reported to California Highway Patrol (CHP) from the local and governmental agencies. From Figure 23, crash location data is compared in the local, county, and state level. From the period between January 1, 2017 to December 31, 2021, City of Needles percentage proportion for State highway crashes (57%) is higher than the county (40%) and state (34%) categories. The percentage Non-State Highway (43%) is much lower than the county (60%) and state (66%) categories. The data displayed shows a higher number of crashes that happened on State Highway, rather than local roadway in terms of percentage proportion for the City of Needles, compared to San Bernardino County and California.



Crash Type	Count (%)		
	Needles, CA	San Bernardino County	California
Pedestrian Crashes	7 (9%)	2,803 (5%)	65,666 (7%)
Bike Crashes	2 (3%)	1,309 (3%)	48,250 (5%)
Motorcycles Crashes	6 (8%)	3,675 (7%)	64,633 (7%)
Vehicle/Other Crashes	59 (80%)	44,155 (85%)	712,284 (80%)
Total	74 (100%)	51,942 (100%)	890,833 (100%)

Figure 24: SWITRS Number and Percentage of Crash Types in Terms of Local, County, and State (January 1, 2017 – December 31, 2021)

From the Transportation Injury Mapping System, the Statewide Integrated Traffic Records System contains crash data reported to California Highway Patrol (CHP) from the local and governmental agencies. From Figure 24, crash type data is compared in the local, county, and state level. From the period between January 1, 2017 to December 31, 2021, City of Needles percentage proportion pedestrian crashes (9%) and motorcycle crashes (8%) is higher than the county (5%, 7%) and state (7%, 7%). Meanwhile, the percentage for bike crashes (3%) and vehicle/other crashes (90%) is lower or equal to the county (3%, 85%) and state (5%, 80%) categories. The data displayed shows a higher number of crashes that involved pedestrian and motorcycle crashes and lower number of crashes for bikes and vehicle/other in terms of percentage proportion for the City of Needles, compared to San Bernardino County and California.



6.5 California Office of Transportation Safety (OTS) Ranking

Table 3: City of Needles OTS Crash Ranking Results 2019

Agency	Year	County	Group	Population (Avg)	DVMT
Needles	2019	SAN BERNARDINO COUNTY	F	5382	58630

TYPE OF CRASH	VICTIMS KILLED & INJURED	OTS RANKING
Total Fatal and Injury	5	54/74
Alcohol Involved	0	66/74
Had Been Drinking Driver < 21	0	53/74
Had Been Drinking Driver 21 – 34	0	61/74
Motorcycles	1	19/74
Pedestrians	1	28/74
Pedestrians < 15	0	33/74
Pedestrians 65+	1	9/74
Bicyclists	0	67/74
Bicyclists < 15	0	38/74
Composite	3	63/74

TYPE OF CRASH	FATAL & INJURY CRASHES	OTS RANKING
Speed Related	3	26/74
Nighttime (9:00pm – 2:59am)	0	64/74
Hit and Run	0	62/74

TYPE OF ARRESTS	ARRESTS	OTS RANKING*
DUI Arrests	19	34/74

The OTS Rankings were developed so that individual cities could compare their city's traffic safety statistics to those of other cities with similar-sized populations. Cities could use these comparisons to see what areas they may have problems in and which they were doing well in. The results helped both cities and OTS identify emerging or on-going traffic safety problem areas in order to help plan how to



combat the problems and help with the possibility of facilitating grants. It should be noted that OTS rankings are only indicators of potential problems; there are many factors that may either understate or overstate a city/county ranking that must be evaluated based on local circumstances. City rankings are for incorporated cities only, for local streets in those cities, and state highways that run through cities with shared jurisdiction with the CHP and the city.

Crash rankings are based on the Empirical Bayesian Ranking Method, which adds weights to different statistical categories including observed crash counts, population and vehicle miles traveled. The crash counts reflect the aggregated impacts of all influential factors containing even the unrecognized or unmeasurable ones (e.g. level of enforcement), and the population and vehicle miles traveled represent the important traffic exposure factors that affect crash occurrence. Counties are assigned statewide rankings, while cities are assigned population group rankings. The first table: Population – estimates matched to “Year”. DVMT – Daily Vehicle Miles Traveled. Caltrans estimate of the total number of miles all vehicles traveled on that city’s streets on an average day during that year. The number of cities in each group varies by year.

Cities are grouped by 2019 population: Group A – 15 cities, populations over 250,000, Group B – 59 cities, population 100,001-250,000, Group C – 105 cities, population 50,001-100,000, Group D – 94 cities, population 25,001-50,000, Group E – 103 cities, population 10,001-25,000, Group F – 74 cities, population 2,501-10,000, Group G – 32 cities, population 1-2,500. City of Needles is in Group F with an average population of 5382. Number 1 in the rankings is the highest, or “worst.” For example, a ranking of 1/74 is the highest or worst, 45/74 is average, and 74/74 is the lowest or best.

- Center Table: Type of Crash – This column delineates the different types of crashes OTS has chosen to show in the rankings. These represent the types with larger percentages of total killed and injured and areas of focus for the OTS grant program. Victims Killed and Injured – This column shows the number of fatalities and injuries aggregated. Damage-only or fender-bender crashes are not included. Ranking – This column shows what ranking that city has as compared to other comparably sized incorporated cities in California for that particular type of crash. The first number is that city’s ranking for that type of crash. The second number is the total number of cities/counties within that population grouping. Types of Crashes: Total Fatal and Injury – The total number of victims involved in all crashes where there were fatalities and/or injuries in that city/county. Alcohol Involved – Crashes in which there were victims killed or injured where a party (driver, pedestrian, bicyclist) was classified as “Had Been Drinking.” Had Been Drinking Driver <21 – Crashes in which there were victims killed or injured where a driver who was under the age of 21 had been drinking. Had Been Drinking Driver 21-34 – Crashes in which there were victims killed or injured where a driver who was between the ages of 21 and 34 had been drinking. Motorcycles – Crashes in which there were victims killed or injured and a motorcycle was involved. Pedestrians – Crashes in which there were victims killed or injured and a pedestrian was involved. Pedestrians <15 – Crashes in which there were victims killed or injured and a pedestrian under the age of 15 was involved. Pedestrians 65+ – Crashes in which there were victims killed or injured and a pedestrian age 65 and older was involved. Bicycles – Crashes in which there were victims killed or injured and a bicyclist was involved. Bicycles <15 – Crashes in which there were victims killed or injured and a bicyclist under age 15 was involved. Composite – Figures which show rankings only, an aggregate of several of the other rankings



(Had Been Drinking 21-34, Had Been Drinking Under21, Alcohol Involved, Hit & Run, Nighttime and Speed crashes). These figures are a means to give an indication of over-all traffic safety. Bottom table: Speed Related – Crashes in which there were victims killed or injured where speed was the primary factor. Bottom table: Nighttime (9:00pm – 2:59am) – Crashes in which there were victims killed or injured that occurred between those hours, which are prime hours for DUI, speeding and drowsy driving crashes. Hit and Run – Crashes in which there were victims killed or injured and a driver left the scene. *DUI Arrests – DUI arrest figures are shown for cities only, not counties. The number of cities ranked against may be different than from the number of cities in the other categories. Not all cities report DUI arrests to the Department of Justice.

The City of Needles with a composite score of 63/74 is very good in comparison to 73 other incorporated cities. Based on “Types of Crashes”, having 3 fatal & injury crashes that are related to speed with a score of 26/74 is not highly desirable. Overall The City of Needles performed well in the most recent OTS ranking in the year of 2019 in comparison to cities with a closer population range.



7. Emphasis Areas

The project team identified four major emphasis areas for the city by utilizing the aforementioned analysis that included primary collision factors. The Strategic Highway Safety Plan (SHSP) addresses the "5 Es" of traffic safety: Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies. Each emphasis area utilizes the 5 Es addressed by SHSP, the following emphasis areas are discussed and analyzed in this section.

1. High Collision Intersections
2. High Collision Roadway Segments
3. Rear End Collisions Due to Driving or Bicycling Under the Influence of Alcohol and Unsafe Speeds
4. Broadside Collisions Due to Improper Turning.



7.1 High Collision Intersections

The most prominent emphasis area is high collision intersections since most of the collisions in the City of Needles occurred on intersections. Each intersection has its own unique geometry therefore, an analysis of each of the prominent five (5) intersections in the City of Needles was concluded to understand the factors leading to collisions.



Education



- Conduct public information and education campaign for safety laws regarding a safe approach to an intersection.
- Raise awareness of the necessity of abiding by the traffic safety laws.



Engineering



- Identify and rank high collision intersections within the City every two to three years. Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Evaluate the primary factors leading to collisions at high collision roadway segments.
- Develop and implement countermeasures to tackle those factors.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.
- Maintain roadway signing and striping.
- Consider improving night time lighting.

Enforcement



- Prioritize patrol patterns at high-risk intersections to monitor traffic law violations which include right of way violations, traffic signals and signs, unsafe speed, and DUI.
- When laws are enforced and awareness of abiding by traffic safety laws is raised, intersection collisions will reduce abundantly.

Emergency Medical Services



- Consider targeted training for responding to specific high collision intersections and immediate treatment of predominant injuries at those locations.

Emerging Technologies



- Develop new methods to integrate multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



7.2 High Collision Roadway Segments

Applying safety improvements to high collision roadway segments is also a necessity. Each roadway segment has its own unique geometry therefore, an analysis of each of the prominent four (4) roadway segments in the City of Needles was concluded to understand the factors leading to collisions that occurred.



Education



- Conduct public information and education campaign for safety laws regarding safe speed, improper turning, unsafe lane change, and driving on the wrong side of the road
- Raise awareness of the necessity of abiding by the traffic safety laws.



Source: Beverly Samperio, The Arrow

Engineering



- Identify and rank high collision roadway segments within the City every two to three years. Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Evaluate the primary factors leading to collisions at high collision roadway segments.
- Develop and implement countermeasures to tackle those factors.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.
- Maintain roadway signing and striping.
- Consider improving night time lighting.

Enforcement



- Prioritize patrol patterns at high collision roadway segments to monitor traffic law violations which include unsafe speed and improper turning.
- When laws are enforced and awareness of abiding by traffic safety laws is raised, roadway segment collisions will reduce abundantly.

Emergency Medical Services



- Consider targeted training for responding to specific high collision roadway segments and immediate treatment of predominant injuries at those locations.

Emerging Technologies



- Develop new methods to integrate multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



7.3 Overturned Collisions Due to Unsafe Speeds, Improper Turning, and Unsafe Lane Changes

Overturned Collisions ranked the highest type of collision with a total count of twenty-one (21) collisions out of 74 total crashes (28%). Fifty seven percent (57%) of overturned collisions occurred due to the primary collision factors (PCF), unsafe speeds (12), improper turning (5), unsafe lane change (3), and driving or bicycling under the influence of alcohol or drug (1). Due to the constraints that the city can only deal with collisions that occur on city roadway jurisdiction, analysis was performed only on intersections and road segments of overturned collisions.



Education



- Conduct public information and education campaign for safety laws regarding the undesired risks of drinking and driving and as well as maintaining a safe speed.
- Raise awareness of the necessity of not drinking while driving and maintaining a safe speed to avoid many undesired tragic events such as rear end collisions.



Engineering



- Identify locations where overturned collisions due to unsafe speed, improper turning, and unsafe lane changes are occurring within the City every two to three years.
- Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Develop and implement countermeasures to tackle overturned collisions due to unsafe speed.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.

Enforcement



- Prioritize patrol patterns at DUI and high speed locations to monitor traffic law violations which include DUI not maintaining a safe speed while operating a vehicle.
- When laws are enforced and awareness of abiding by traffic safety laws and signs is raised, overturned collisions due to unsafe speeds will reduce.

Emergency Medical Services



- Consider targeted training for responding to high speed locations and immediate treatment of predominant injuries at those locations.

Emerging Technologies



- Develop new methods to integrate multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



7.4 Hit Object Collisions Due to Improper Turning and Unsafe Speed

Hit Object collisions ranked the second highest type of collisions with a total count of seventeen (17) collisions out of 74 total crashes (23%). Fifty-three percent (53%) of hit object collisions occurred due to the primary collision factor (PCF), improper turning (9), unsafe speed (6), and driving or bicycling under the influence of alcohol or drug (2). Most hit object collisions occurred on State Highway. Due to the constraints that the city can only deal with collisions that occur on city roadway jurisdiction, analysis was performed on intersections and road segments of hit object collisions.



Education



- Conduct public information and education campaign for safety laws regarding a proper turning.
- Raise awareness of the necessity of abiding by the traffic safety laws to avoid broadside collisions that occur mostly due to improper turning by not give an automobile the right of way.



Engineering



- Identify locations where hit object collisions due to improper turning are occurring within the City every two to three years.
- Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Develop and implement countermeasures to tackle hit object collisions due to improper turning.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.
- Maintain roadway signing and striping.

Enforcement



- Prioritize patrol patterns at high collision intersections where hit object collisions due to improper turning are occurring mostly to monitor traffic law violations which include the failure of stopping and waiting for a safe gap to approach the road.
- When laws are enforced and awareness of abiding by traffic safety laws and signs is raised, broadside collisions due to improper turning will reduce abundantly.

Emergency Medical Services



- Consider targeted training for responding to high collision intersections where hit object collisions due to improper turning are occurring mostly and immediate treatment of predominant injuries at those locations.

Emerging Technologies



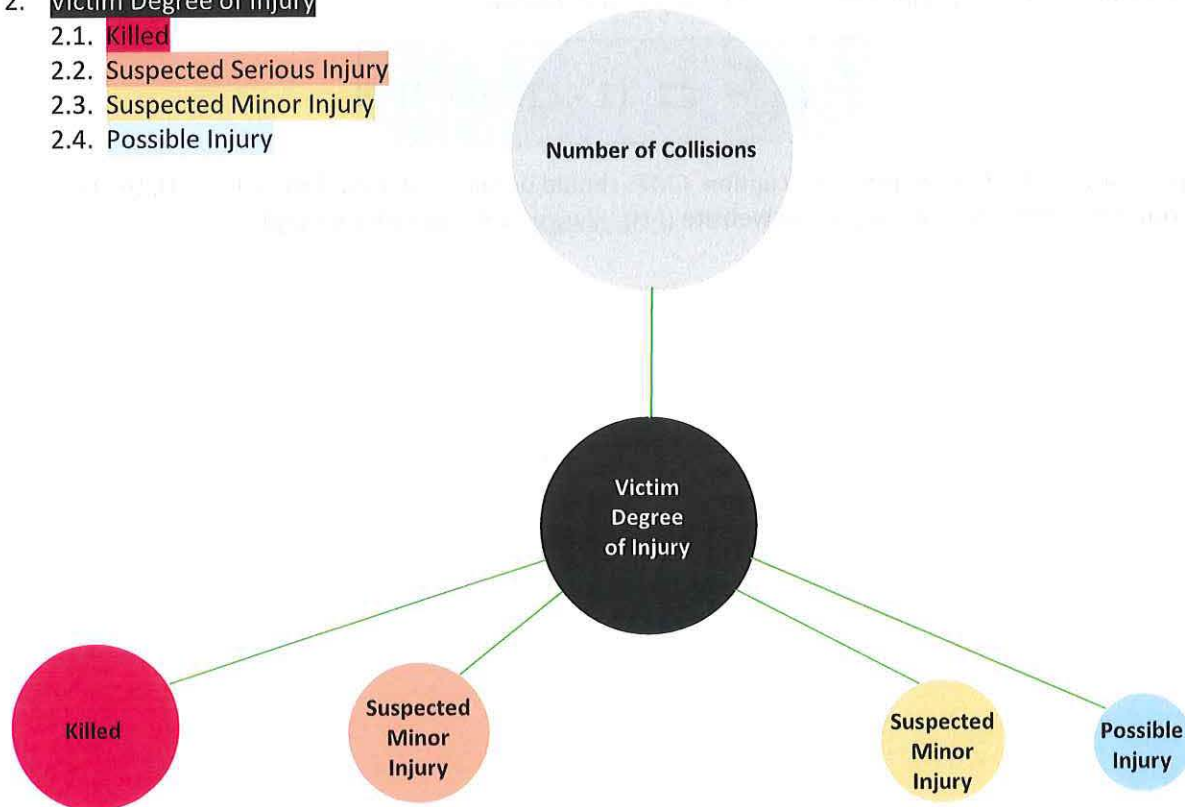
- Develop new methods to integrate multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



8. High Collision Locations Identification, Pattern Analysis, and Recommended Improvements

As part of the quantitative analysis, high collision intersections and roadway segments were identified and prioritized using the Crash Frequency methodology as described in the Local Roadway Safety Manual. Crash Frequency is defined as the number of crashes occurring within a determined study area. Minagar & Associates, Inc. took a further step and included the number of victims and their corresponding degree of injury for each intersection and roadway segment. As part of the qualitative analysis, Minagar & Associates, Inc. conducted a field assessment in the City of Needles on May 2, 3 & 23, 2022. The field visit mission, to study the characteristics and geometry of the existing roadway infrastructure, was accomplished successfully and conceptual plans were developed. For each of the identified high collision locations (intersections and roadway segments), prominent locations in the City were identified and ranked based on the following criteria:

1. Number of Collisions
2. Victim Degree of Injury
 - 2.1. Killed
 - 2.2. Suspected Serious Injury
 - 2.3. Suspected Minor Injury
 - 2.4. Possible Injury



Upon identifying and ranking prominent intersections and roadway segments, collisions were analyzed by identifying the Primary Collision Factor (PCF) that lead to the occurrence of each collision and the pattern. Upon completion of the analysis, recommendations were developed as safety mitigation measures to potentially mitigate similar collisions in the future. Countermeasures have been proposed in compliance with the California Manual on Uniform Traffic Control Devices. It is important to utilize Crash Modification Factor (CMF) when identifying potential systemic safety improvements. The CMF method is found in Part D of the American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual (HSM). CMFs are defined as the ratio of effectiveness of expected



crashes with treatment in comparison to expected crashes without treatment. Furthermore, A CMF is a multiplicative factor used to determine the expected number of crashes after implementing the proposed countermeasures to ensure efficiency of utilizing and implementing the proposed countermeasures. Countermeasures with CMFs less than one are expected to reduce crashes. On the other hand, countermeasures with CMFs greater than one are expected to increase crashes. CMFs are calculated as follows:

CMF = $\frac{\text{Expected Crashes WITH Treatment}}{\text{Expected Crashes WITHOUT Treatment}}$	CMF < 1.0 Expected to reduce crashes
	CMF = 1.0 Expected to have no impact on safety
	CMF > 1.0 Expected to increase crashes

A Crash Reduction Factor (CRF) is similar and related to a CMF but stated in different terms. A CRF is defined as a percentage of crash reduction that might be expected after the implementation of a given countermeasure at a specific site. CRFs are calculated as follows:

$$\text{CRF} = (1 - \text{CMF}) \times 100$$

Appropriate CMFs shall be used with caution. CMFs should be selected from the HSM Part D, the LRSM, or from the FHWA CMF Clearinghouse website (<http://www.cmfclearinghouse.org>).



Table 4: City of Needles Engineering Countermeasures Toolbox

LRSM No. ^[1]	Countermeasure Name	Crash Type			CMF ^[2]	CRF ^[3]	HSIP Funding Eligibility
		All	Night	Ped and Bike			
NS06	Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs	X			0.85	15%	100%
NS07	Upgrade intersection pavement marking	X			0.75	25%	100%
NS09	Install flashing beacons as advance warning (NS.I.)	X			0.70	30%	100%
R22	Install/upgrade signs with new fluorescent sheeting (regulatory or warning)	X			0.85	15%	100%
R23	Install chevron signs on horizontal curves	X			0.60	40%	100%
R24	Install curve advance warning signs	X			0.75	25%	100%
R34PB	Install sidewalk/pathway (to avoid walking along roadway)			X	0.20	80%	90%
S02	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting size, and number	X			0.85	15%	100%
S21PB	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)			X	.40	60%	100%

[1] Local Roadway Safety Manual Countermeasure Identification Number

- NS: Non-Signalized Intersection
- R: Roadway Segment
- S: Signalized Intersection

[2] Crash Modification Factor

[3] Crash Reduction Factor





8.1 High Collision Intersections

High collision intersections are critical intersections that require the most analytical focus since it is anticipated that many collisions will occur within a high collision intersection based on its crash history. Table 4 displays the five (5) most prominent intersections in terms of number of collisions in the City of Needles. Table 5 displays the five (5) prominent intersections with their ranking methodology.

Table 5: List of High Collision Intersections

Intersection Identification Number*	Intersection Ranking Number**	Intersection	Control	Number of Collisions***
1	1	W Broadway St & J St	Signalized	6
2	2	W Broadway St & S L St	Non-Signalized	1
3	2	W Broadway & E St	Non-Signalized	1
4	2	W Broadway & Walnut St	Non-Signalized	1
5	3	N K St & Needles Hwy	Signalized	1

* Intersection Identification Number is merely an identification method utilized to avoid confusion with the Intersection Ranking Number.

** Intersection Ranking Number is based on the number of contiguous collisions in each intersection within a distance of 50 feet.

*** Total Number of Collisions during the 5-year period between January 1, 2017 and December 31, 2021.

Table 6: Intersection Number of Collisions and Ranking in the City of Needles

Intersection Ranking Number*	Intersection	Number of Collisions**	Victim Degree of Injury			
			Killed	Suspected Serious Injury	Suspected Minor Injury	Possible Injury
1	W Broadway St & J St	6	0	1	0	8
2	W Broadway St & S L St	1	0	0	1	0
2	W Broadway & E St	1	0	0	1	0
2	W Broadway & Walnut St	1	0	0	1	0
3	N K St & Needles Hwy	1	0	0	0	1

* Intersection Ranking Number is based on the number of contiguous collisions in each intersection within a distance of 50 feet.

** Total Number of Collisions during the 5-year period between January 1, 2017 and December 31, 2021.



8.1.1 Intersection 1: W Broadway St & J St

Table 7: Intersection 1 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
3		Traffic Signals and Signs
3		Unsafe Speed
Total	6	

Pattern: Drivers are not following roadway signals and signs and do not maintain safe speeds.

High Collision Recommendations:

1. Remove Existing Pavement & Traffic Striping
2. Repaint intersection pavement marking.
3. Restripe intersection traffic striping.
4. Install word pavement marking (SIGNAL AHEAD).
5. Install Type VII I through-right arrow pavement.
6. Replace or upgrade signal back-plates with retroreflective border.
7. Install new 12" signal heads.
8. Modify signal phasing to implement a leading pedestrian interval (LPI).

8.1.2 Intersection 2: W Broadway St & S L St

Table 8: Intersection 2 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
1		Following Too Closely
Total	1	

Pattern: Driver is not maintaining a safe speed nor safe stopping sight distance.

High Collision Recommendations:

1. Repaint Intersection Pavement Marking
2. Restripe Intersection Traffic Striping
3. Install "Watch Downhill Speed" Sign [SW4-1 (CA)].
4. Install Flashing Beacon As Advance Warning (N.S.I).



8.1.3 Intersection 3: W Broadway St & E St

Table 9: Intersection 3 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
1		Traffic Signals and Signs
Total	1	

Pattern: Drivers are not following roadway signals and signs or roadway signals and signs are confusing the driver's decision-making process.

High Collision Recommendations:

1. Repaint Intersection Pavement Marking
2. Restripe Intersection Traffic Striping
3. Install "Cross Traffic Does Not Stop" Sign [W4-4P].

8.1.4 Intersection 4: W Broadway St & Walnut St

Table 10: Intersection 4 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
1		Unsafe Speed
Total	1	

Pattern: A rear-end collision occurred as one driver was driving on Obispo St northbound and hit a parked vehicle.

High Collision Recommendations:

1. Repaint Intersection Pavement Marking
2. Restripe Intersection Traffic Striping
3. Install Regulatory or Warning Signs

8.1.5 Intersection 5: N K St & Needles Hwy

Table 11: Intersection 5 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
1		Automobile Right of Way
Total	1	

Pattern: A broadside collision occurred due to the driver not giving the automobile the right of way. Another broadside collision occurred as a result of improper turning.

High Collision Recommendations:

1. Repaint Intersection Pavement Marking
2. Restripe Intersection Traffic Striping
3. Replace Or Upgrade Signal Back-Plates With Retroflective Border
4. Install New 12" Signal Heads
5. Modify Signal Phasing To Implement A Leading Pedestrian Interval (LPI)
6. Install Regulatory or Warning Signs



7.2 High Collision Roadway Segments

High collision roadway segments are critical segments that require focus since it is anticipated that collisions will occur within a high collision roadway segment based on its crash history. The following table displays the two (2) most prominent roadway segments in the City of Needles. Table 15 displays the two (2) prominent roadway segments with their ranking methodology.

Table 12: List of High Collision Roadway Segments

Roadway Segment Identification Number*	Roadway Segment Ranking Number**	Roadway Segment***	Number of Collisions****
1	1	Needles Hwy (from T St to Race St)	4
2	2	National Old Trails Rd (to Cactus Ct)	1
3	3	San Clemente St (from E Broadway St to Arizona Ave)	1
4	4	Lillyhill Dr (from Casa Linda St to Clary Dr)	1
5	4	N K St (from Front St to Spruce St)	1

* Roadway Segment Identification Number is merely an identification method utilized to avoid confusion with the Roadway Segment Ranking Number.

** Roadway Segment Ranking Number is based on the number of collisions that occurred on a roadway segment.

*** The average length of a roadway segment in the City of Needles is approximately 50 ft.

**** Total Number of Collisions during the 5-year period between January 1, 2017 and December 31, 2021.

Table 13: Roadway Segment Number of Collisions and Ranking in the City of Needles

Roadway Segment Ranking Number*	Roadway Segment	Number of Collisions**	Victim Degree of Injury			
			Killed	Suspected Serious Injury	Suspected Minor Injury	Possible Injury
1	Needles Hwy (from T St to Race St)	4	0	0	3	1
2	National Old Trails Rd (to Cactus Ct)	1	0	1	0	0
3	San Clemente St (from E Broadway St to Arizona Ave)	1	0	0	1	0
4	Lillyhill Dr (from Casa Linda St to Clary Dr)	1	0	0	0	1
4	N K St (from Front St to Spruce St)	1	0	0	0	1

* Roadway Segment Ranking Number is based on the number of collisions that occurred on a roadway segment.

** Total Number of Collisions during the 5-year period between January 1, 2017 and December 31, 2021.



8.2.1 Roadway Segment 1: Needles Hwy (from T St to Race St)

Table 14: Roadway Segment 1 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
	1	Unsafe Speed
	1	Improper Turning
	1	Pedestrian Violation
	1	Unknown
Total	4	

Pattern: The motorists did not maintain proper safe speeds when making turns and driving at unsafe speeds reduces reaction time and therefore could not slow down/ yield for pedestrians. Pedestrians crossed the street when there is no crosswalk.

High Collision Recommendations:

1. Repaint Pavement Marking
2. Restripe Traffic Striping
3. Install Chevron Signs on Horizontal Curves
4. Install Curve Advance Warning Signs

8.2.2 Roadway Segment 2: National Old Trails Rd (to Cactus Ct)

Table 15: Roadway Segment 2 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
	1	Unsafe Speed
Total	1	

Pattern: Motorist did not maintain proper safe speeds when making turn and driving at unsafe speeds reduces reaction time for stopping in front of objects.

High Collision Recommendations:

1. Repaint Pavement Marking
2. Restripe Traffic Striping
3. Install Chevron Signs on Horizontal Curves
4. Install Regulatory or Warning Signs



8.2.3 Roadway Segment 3: San Clemente St (from E Broadway St to Arizona Ave)

Table 3: Roadway Segment 3 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
1		Unsafe Speed
Total	1	

Pattern: Motorist did not maintain proper safe speeds when making turn and driving at unsafe speeds reduces reaction time for stopping in front of objects.

High Collision Recommendations:

1. Repaint Pavement Marking
2. Restripe Traffic Striping
3. Install Regulatory or Warning Signs

8.2.4 Roadway Segment 4: Lillyhill Dr (from Casa Linda St to Clary Dr)

Table 17: Roadway Segment 4 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
1		Automobile Right of Way
Total	1	

Pattern: This collision occurred as a result of a motorist no giving the proper right of way towards the oncoming traffic.

High Collision Recommendations:

1. Repaint Pavement Marking
2. Restripe Traffic Striping
3. Install Sidewalk/Pathway
4. Install Regulatory or Warning Signs

8.2.5 Roadway Segment 5: N K St (from Front St to Spruce St)

Table 18: Roadway Segment 5 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
1		Following Too Closely
Total	1	

Pattern: This collision occurred as a result of a motorist not giving enough space between the vehicle in front

High Collision Recommendations:

1. Repaint Pavement Marking
2. Restripe Traffic Striping
3. Upgrade/ Replace Clearance Bar
4. Install Regulatory or Warning Signs



9. Collision Diagrams, Preliminary Conceptual Plans for Recommended Improvements at High Collision Intersections and High Collision Roadway Segments, Cost Estimates, and Benefit Cost Ratios

At each of the aforementioned high collision intersections and roadway segments, the collision patterns have been evaluated and countermeasures to those patterns have been developed through a preliminary conceptual plan and the preliminary cost of those measures has been estimated. This section of this report summarizes those results.

This Local Safety Plan is funded through a Highway Safety Improvement Program (HSIP) grant from the California Department of Transportation (Caltrans). HSIP grant funding is prioritized and awarded based on the grant funding's economic effectiveness, which is established by a benefit to cost ratio. Under the current HSIP call for projects, the minimum Benefit to Cost Ratio is 3.5. A summary of the benefit to cost ratios is provided in this section. Project cost estimates are calculated on a line-item basis using the Caltrans Contract Cost Database. In some cases, recent construction bids and benefit values are calculated based on Caltrans established countermeasure values.

Depending on the City's priorities, it is highly recommended that multiple projects as provided below are grouped into one HSIP application to maximize potential funding allocations.



9.1 High Collision Intersections

9.1.1 Intersection 1: W Broadway St & J St

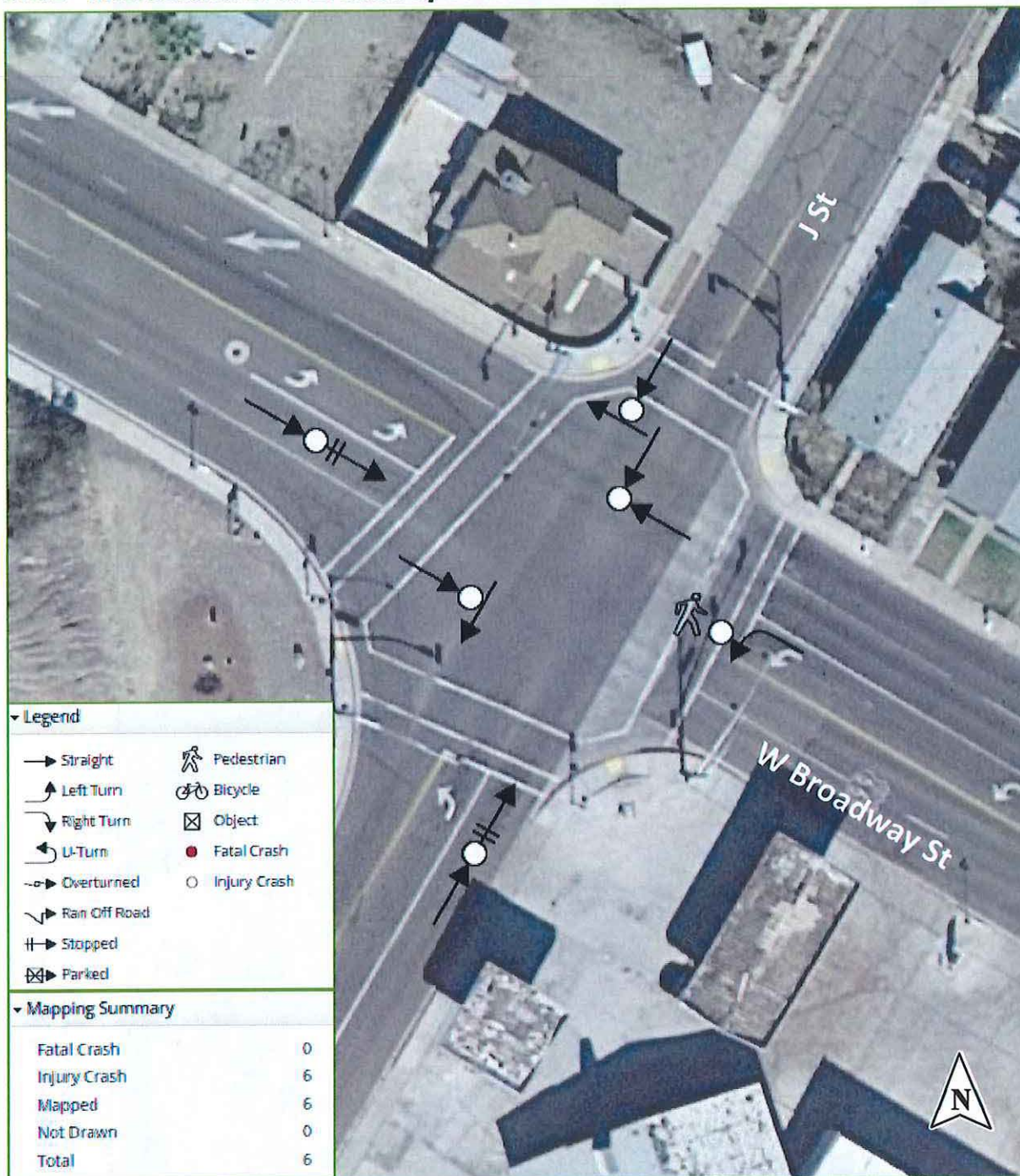
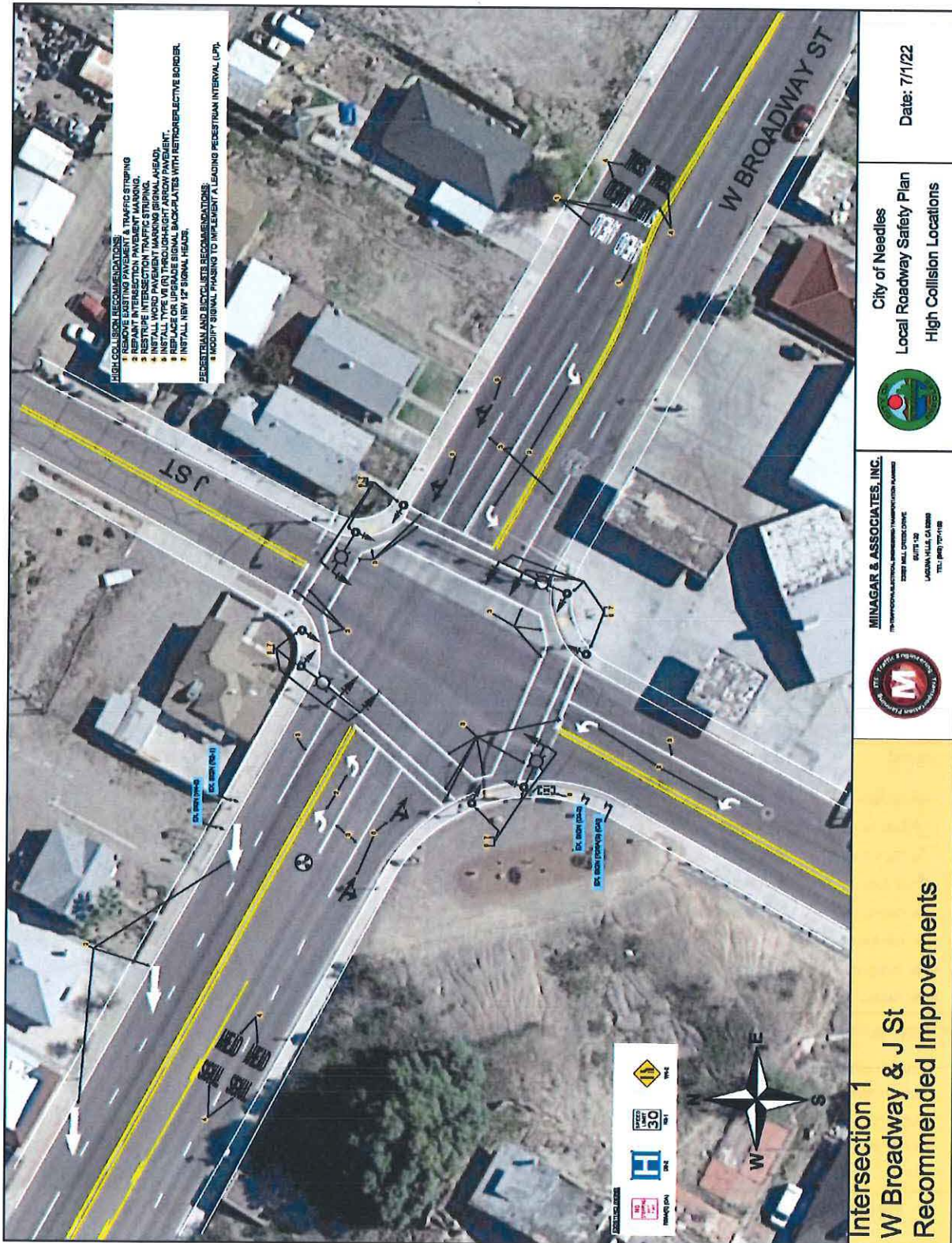


Figure 20: Intersection 1 Crash Diagram- 6 Collisions (January 1, 2017 – December 31, 2021)





9.1.1.1 Intersection 1 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 19: Intersection 1 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (S02)*	LRSM CM No. (S21PB)*	OS**
1	Repaint Intersection Pavement Marking	SQFT	576	\$ 14.00	\$ 8,064.00			100%
2	Restripe Intersection Traffic Striping	LF	945.4	\$ 3.50	\$ 3,308.90			100%
3	Replace Or Upgrade Signal Back-Plates With Retroreflective Border	EA	14	\$ 316.00	\$ 4,424.00	100%		
4	Install New 12" Signal Heads	EA	14	\$ 1,150.00	\$ 16,100.00	100%		
5	Modify Signal Phasing To Implement A Leading Pedestrian Interval (LPI)	LS	1	\$ 3,000.00	\$ 3,000.00		100%	
	Total				\$ 34,896.90			
	Weighted Average (%)				100%	58.8%	8.6%	32.6%
* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)								
**OS: Other Safety-Related Improvements								
	Total Construction Cost:				\$ 34,896.90			
	Contingencies percentage of the aforementioned Total Construction Cost			20%	\$ 6,979.38			
	Total Construction Cost (Including Contingencies):				\$ 41,876.28			

The project's total cost is estimated at \$41,876 which does not include the design and engineering costs. The estimated benefit of these improvements is \$2,858,551 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 68.41.

Total Cost & Benefit

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 68.41, the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$2,864,569
Travel Time	\$5,321
Vehicle Operating Cost	\$552
Emissions	\$144
Total Benefits	\$2,864,569

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$41,876
Present Value Benefits (\$ Dollars)	\$2,864,569
Net Present Value (\$ Dollars)	\$2,822,693
Benefit / Cost Ratio	68.41



9.1.2 Intersection 2: W Broadway St & S L St



Figure 21: Intersection 2 Crash Diagram – 1 Collision (January 1, 2017 – December 31, 2021)





9.1.2.1 Intersection 2 Cost Estimate and Cost/Benefit Analysis

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Construction Cost Estimate:

Table 20: Intersection 2 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (NS07)*	LRSM CM No. (NS06)*	LRSM CM No. (NS09)*
1	Repaint Intersection Pavement Marking	SQFT	164	\$ 14.00	\$ 2,296.00	100%		
2	Restripe Intersection Traffic Striping	LF	461.7	\$ 3.50	\$ 1,615.95	100%		
3	Install "Watch Downhill Speed" Sign [SW4-1 (CA)]	EA	1	\$ 575.00	\$ 575.00		100%	
4	Install Flashing Beacon As Advance Warning (N.S.I.)	EA	1	\$ 17,250.00	\$ 17,250.00			100%
Total					\$ 21,736.95			
Weighted Average (%)					100%	18.0%	2.6%	79.4%
* Non-Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)								
**OS: Other Safety-Related Improvements								
Total Construction Cost:					\$ 21,736.95			
Contingencies percentage of the aforementioned Total Construction Cost					20%	\$ 4,347.39		
Total Construction Cost (Including Contingencies):					\$ 26,084.34			

The project's total cost is estimated at \$26,084 which does not include the design and engineering costs. The estimated benefit of these improvements is \$147,760 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 5.66.

Total Cost & Benefit

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 5.66 the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$147,434
Travel Time	\$296
Vehicle Operating Cost	\$31
Emissions	\$0
Total Benefits	\$147,760

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$26,084
Present Value Benefits (\$ Dollars)	\$147,434
Net Present Value (\$ Dollars)	\$121,676
Benefit / Cost Ratio	5.66



9.1.3 Intersection 3: W Broadway & E St

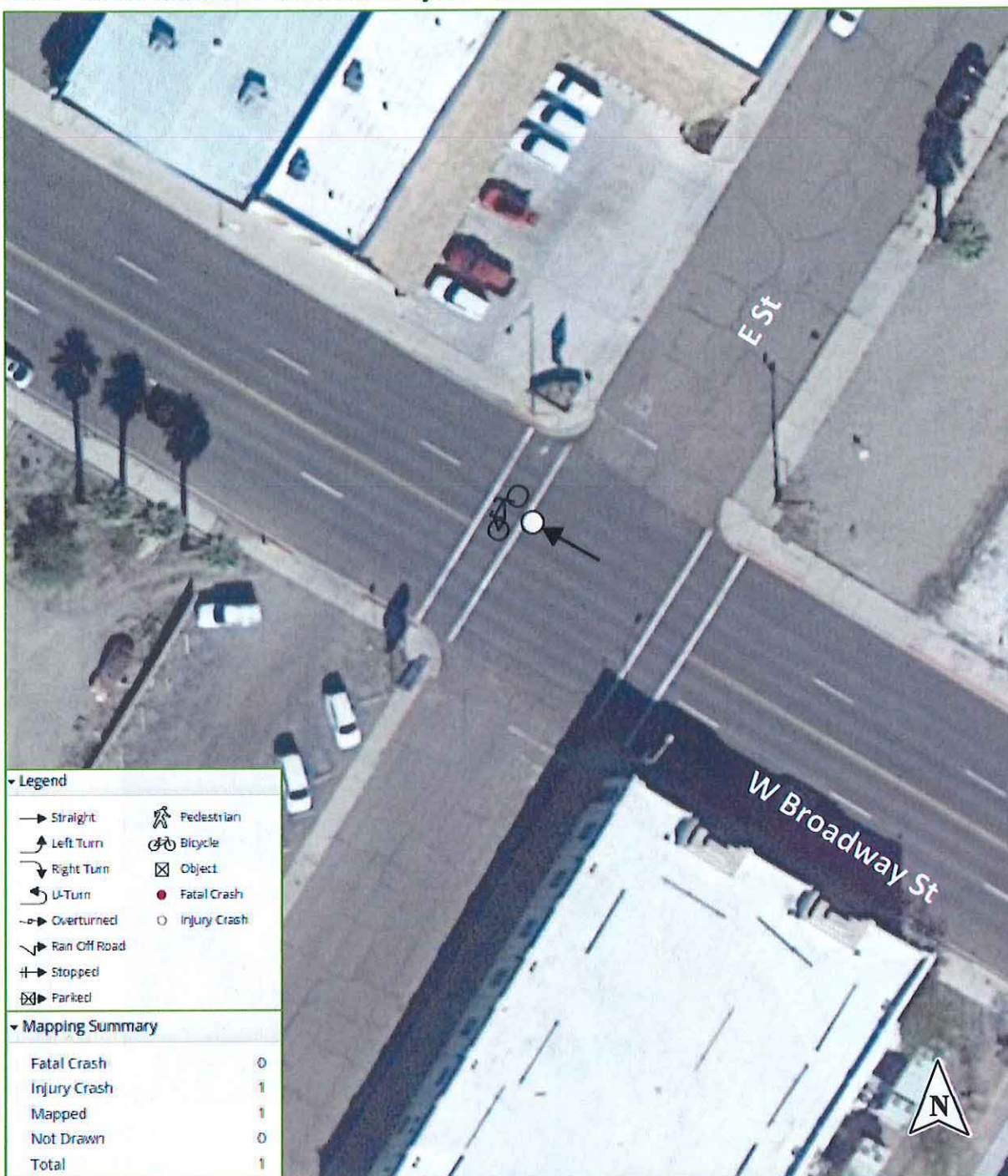


Figure 23: Intersection 3 Crash Diagram- 1 Collision (January 1, 2017 – December 31, 2021)



Intersection 3
W Broadway St & E St
Recommended Improvements



MINAGAR & ASSOCIATES, INC.
ITS DIVISIONS: ELECTRICAL, ENGINEERING, TRANSPORTATION PLANNING
20000 MILL CREEK DRIVE
SUITE 100
LAGUNA HILLS, CA 92653
TEL: (949) 751-1188



City of Needles
Local Roadway Safety Plan
High Collision Locations

Date: 7/1/22



9.1.3.1 Intersection 3 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 21: Intersection 3 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility	
						LRS MCM No. (NS07)*	LRS MCM No. (NS06)*
1	Repaint Intersection Pavement Marking	SQFT	132	\$ 14.00	\$ 1,848.00	100%	
2	Restripe Intersection Traffic Striping	LF	284.3	\$ 3.50	\$ 995.05	100%	
3	Install "Cross Traffic Does Not Stop" Sign [W4-4P]	EA	2	\$ 575.00	\$ 1,150.00		100%
					Total	\$ 3,993.05	
					Weighted Average (%)	100%	71.2%
	* Non-Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)						28.8%
	**OS: Other Safety-Related Improvements						
					Total Construction Cost:	\$ 3,993.05	
					Contingencies percentage of the aforementioned Total Construction Cost	20%	\$ 798.61
					Total Construction Cost (including Contingencies):	\$ 4,791.66	

Total Cost & Benefit

The project's total cost is estimated at \$4,792 which does not include the design and engineering costs. The estimated benefit of these improvements is \$169,366 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 35.34.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 35.34, the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$168,992
Travel Time	\$339
Vehicle Operating Cost	\$35
Emissions	\$0
Total Benefits	\$169,366

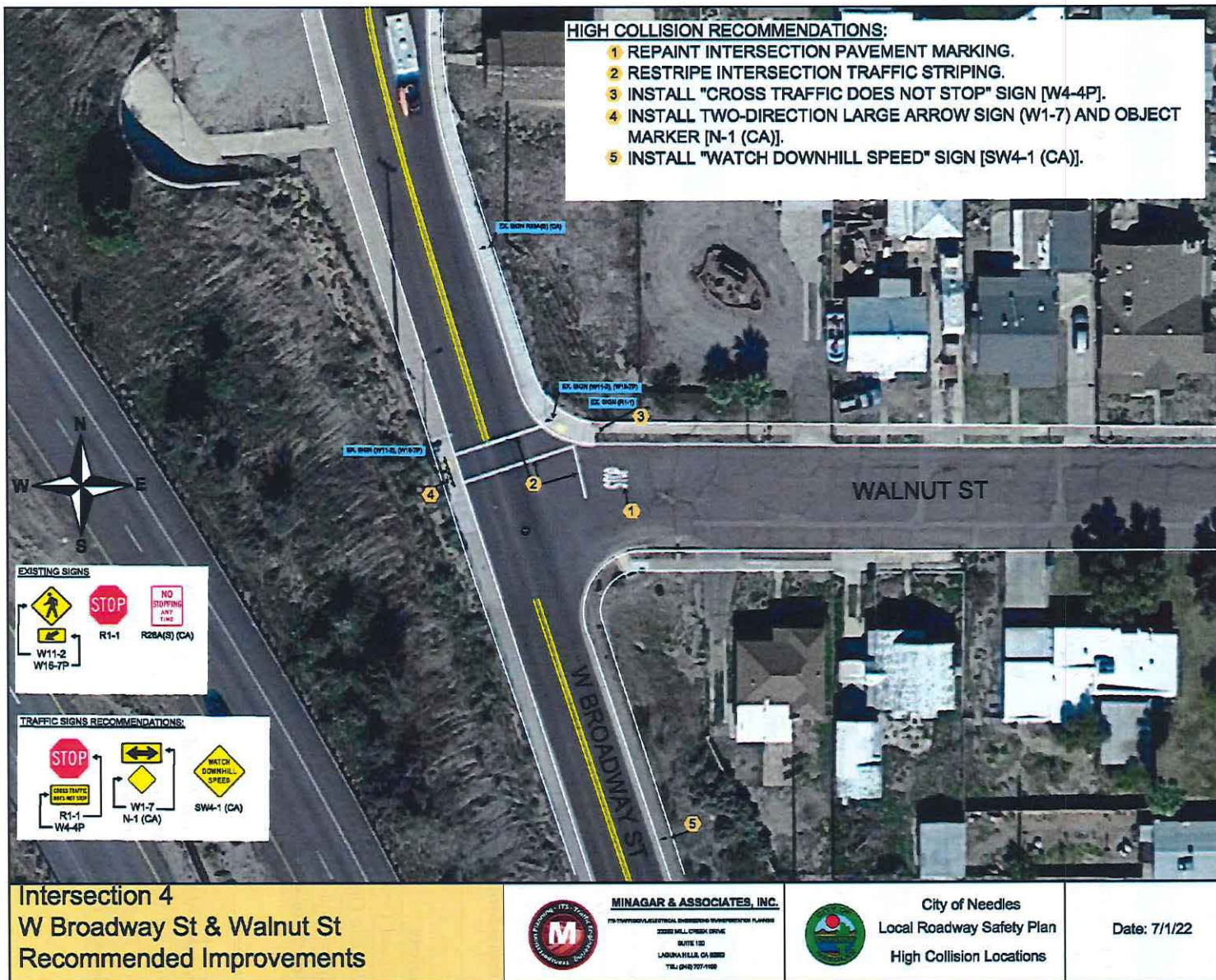
Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$4,792
Present Value Benefits (\$ Dollars)	\$169,366
Net Present Value (\$ Dollars)	\$164,574
Benefit / Cost Ratio	35.34



9.1.4 Intersection 4: W Broadway St & Walnut St



Figure 22: Intersection 4 Crash Diagram- 1 Collision (January 1, 2017 – December 31, 2021)





9.1.4.1 Intersection 4 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 22: Intersection 4 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility	
						LRSM CM No. (NS07)*	LRSM CM No. (NS06)*
1	Repaint Intersection Pavement Marking	SQFT	22	\$ 14.00	\$ 308.00	100%	
2	Restripe Intersection Traffic Striping	LF	97.3	\$ 3.50	\$ 340.55	100%	
3	Install regulatory or warning signs	EA	4	\$ 575.00	\$ 2,300.00		100%
Total					\$ 2,948.55		
Weighted Average (%)					100%	22.0%	78.0%
* Non-Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)							
**OS: Other Safety-Related Improvements							
Total Construction Cost:					\$ 2,948.55		
Contingencies percentage of the aforementioned Total Construction Cost					20%	\$ 589.71	
Total Construction Cost (including Contingencies):					\$ 3,538.26		

Total Cost & Benefit

The project's total cost is estimated at \$3,538 which does not include the design and engineering costs. The estimated benefit of these improvements is \$169,366 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 47.87.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 47.87, the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$168,992
Travel Time	\$339
Vehicle Operating Cost	\$35
Emissions	\$0
Total Benefits	\$169,366

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$3,538
Present Value Benefits (\$ Dollars)	\$169,366
Net Present Value (\$ Dollars)	\$165,828
Benefit / Cost Ratio	47.87



9.1.5 Intersection 5: N K St & Needles Hwy

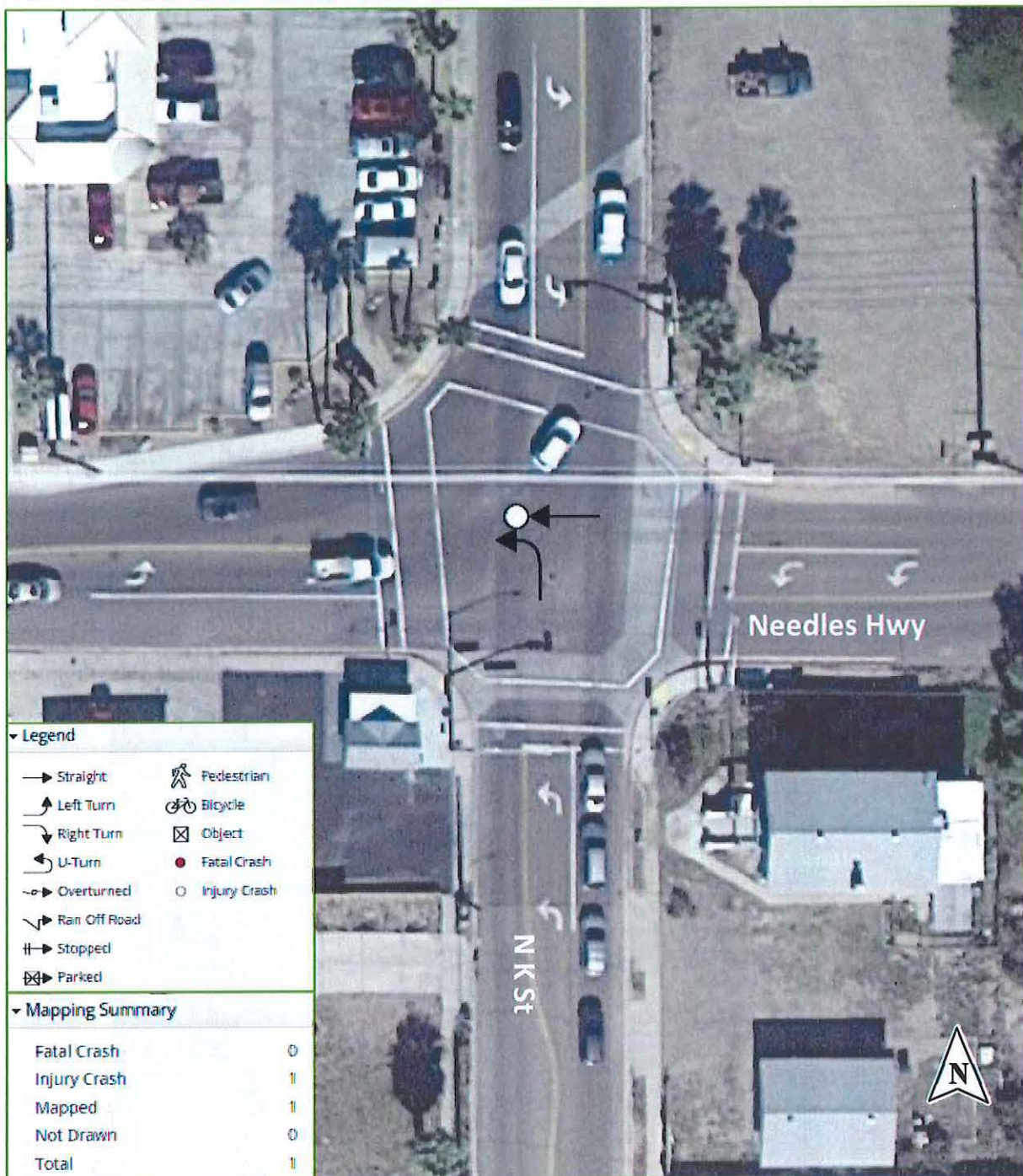
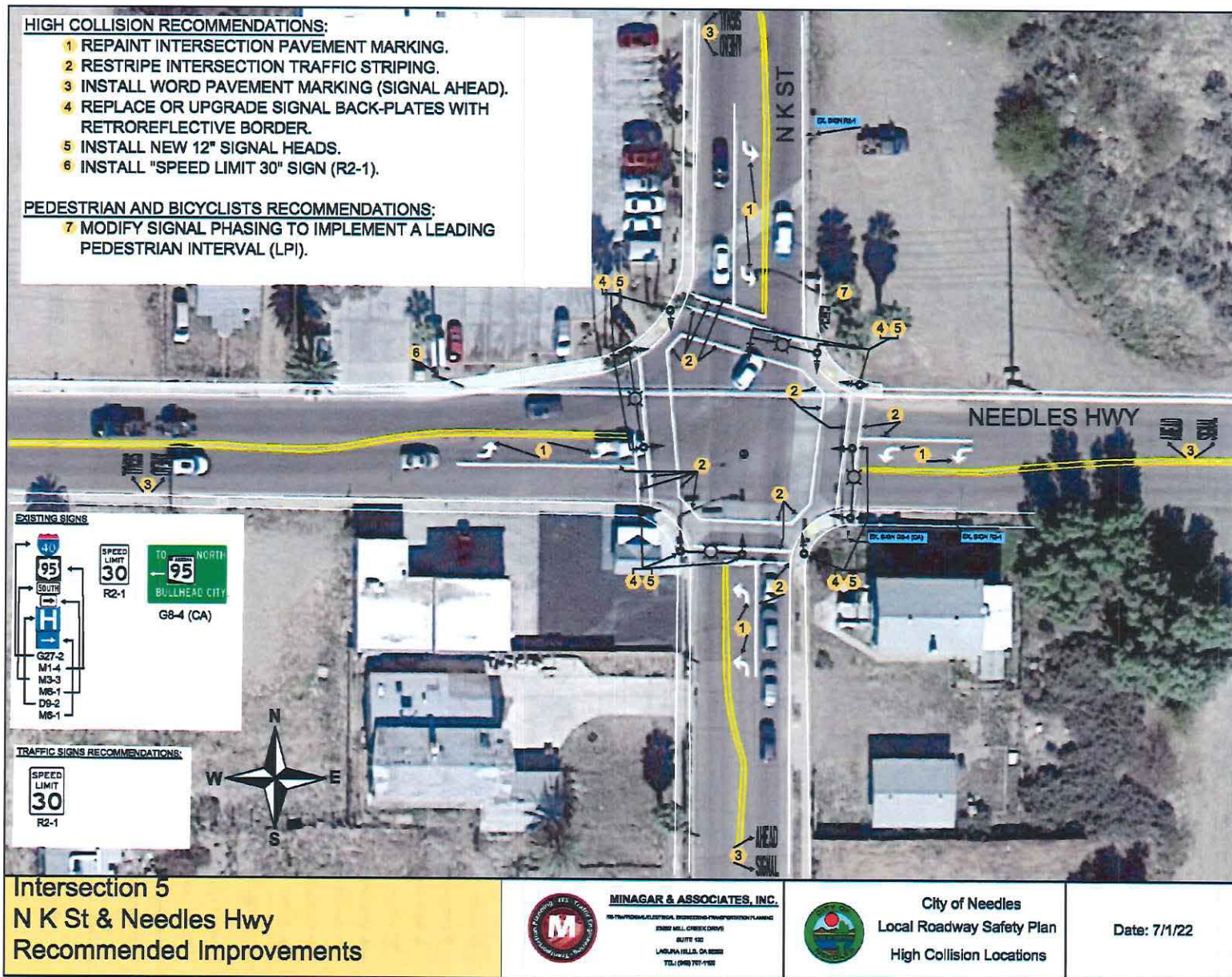


Figure 23: Intersection 5 Crash Diagram- 1 Collision (January 1, 2017 – December 31, 2021)





9.1.5.1 Intersection 5 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 23: Intersection 5 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (S02)*	LRSM CM No. (S21PB)*	OS**
1	Repaint Intersection Pavement Marking	SQFT	372	\$ 14.00	\$ 5,208.00			100%
2	Restripe Intersection Traffic Striping	LF	757.3	\$ 3.50	\$ 2,650.55			100%
3	Replace Or Upgrade Signal Back-Plates With Retroreflective Border	EA	12	\$ 316.00	\$ 3,792.00	100%		
4	Install New 12" Signal Heads	EA	12	\$ 1,150.00	\$ 13,800.00	100%		
5	Modify Signal Phasing To Implement A Leading Pedestrian Interval (LPI)	LS	1	\$ 3,000.00	\$ 3,000.00		100%	
6	Install Regulatory or Warning Signs	EA	1	\$ 575.00	\$ 575.00			100%
Total					\$ 29,025.55			
Weighted Average (%)					100%	60.6%	10.3%	29.1%
* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)								
**OS: Other Safety-Related Improvements								
Total Construction Cost:					\$ 29,025.55			
Contingencies percentage of the aforementioned Total Construction Cost					20%	\$ 5,805.11		
Total Construction Cost (Including Contingencies):					\$ 34,830.66			

Total Cost & Benefit

The project's total cost is estimated at \$34,831 which does not include the design and engineering costs. The estimated benefit of these improvements is \$280,504 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 8.05.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 8.05 the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$279,496
Travel Time	\$887
Vehicle Operating Cost	\$92
Emissions	\$29
Total Benefits	\$280,504

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$34,831
Present Value Benefits (\$ Dollars)	\$280,504
Net Present Value (\$ Dollars)	\$245,673
Benefit / Cost Ratio	8.05

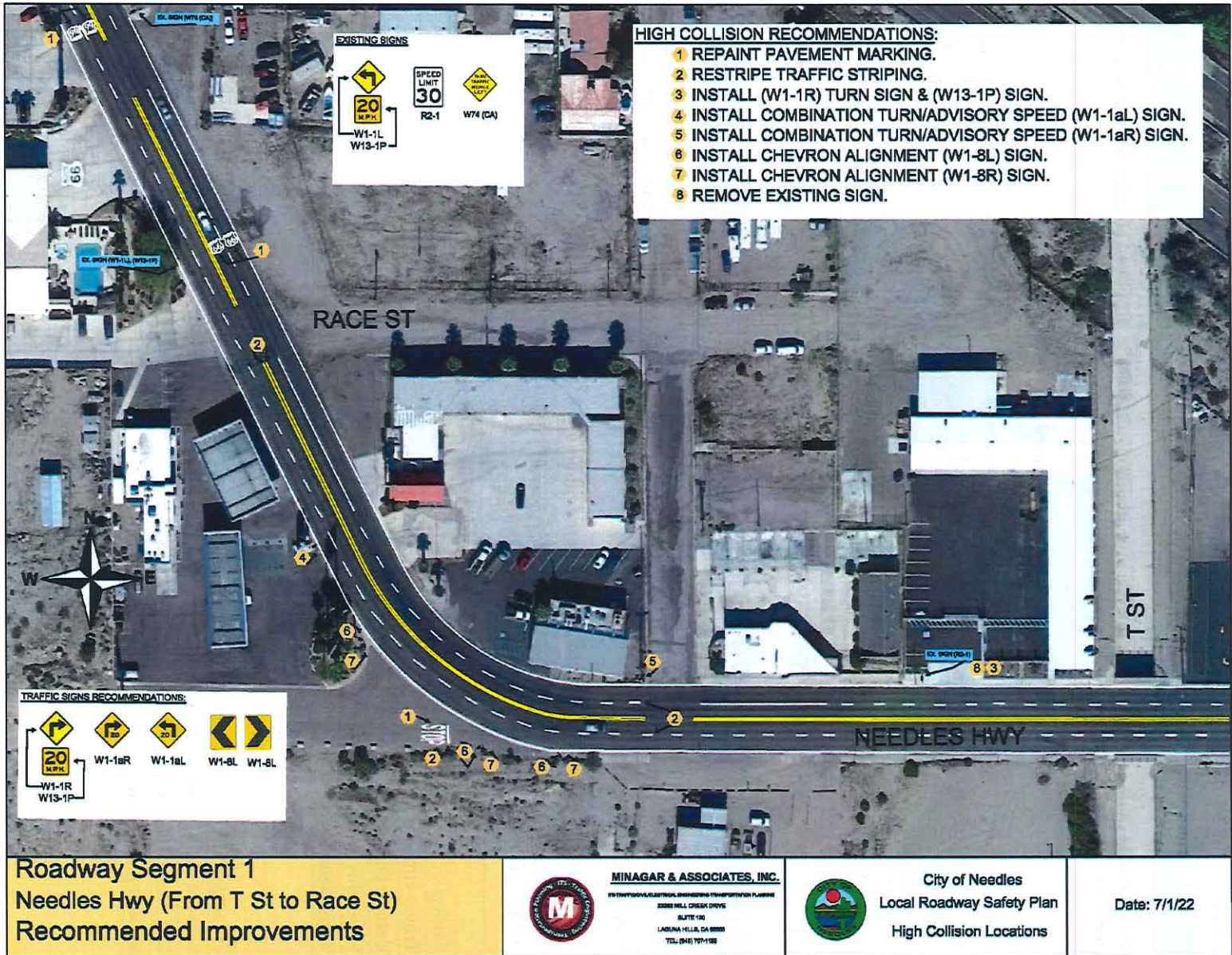


9.2 High Collision Roadway Segments

9.2.1 Roadway Segment 1: Needles Hwy (from T St to Race St)



Figure 26: Roadway Segment 1 Crash Diagram – 4 Collisions (January 1, 2017 – December 31, 2021)





9.2.1.1 Roadway Segment 1 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 24: Roadway Segment 1 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (R23)*	LRSM CM No. (R24)*	OS**
1	Repaint Intersection Pavement Marking	SQFT	162	\$ 14.00	\$ 2,268.00			100%
2	Restripe Intersection Traffic Striping	LF	1340.2	\$ 3.50	\$ 4,690.70			100%
3	Install Chevron Signs on Horizontal Curves	EA	6	\$ 575.00	\$ 3,450.00	100%		
4	Install Curve Advance Warning Signs	EA	4	\$ 575.00	\$ 2,300.00		100%	
Total					\$ 12,708.70			
Weighted Average (%)					100%	27.1%	18.1%	54.8%
* Roadway Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)								
**OS: Other Safety-Related Improvements								
Total Construction Cost:					\$	12,708.70		
Contingencies percentage of the aforementioned Total Construction Cost					20%	\$	2,541.74	
Total Construction Cost (including Contingencies):					\$	15,250.44		

Total Cost & Benefit

The project's total cost is estimated at \$15,250 which does not include the design and engineering costs. The estimated benefit of these improvements is \$858,850 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 56.32.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 56.32 the proposed roadway segment improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$858,850
Travel Time	\$1,892
Vehicle Operating Cost	\$196
Emissions	\$15
Total Benefits	\$858,850

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$15,250
Present Value Benefits (\$ Dollars)	\$858,850
Net Present Value (\$ Dollars)	\$843,600
Benefit / Cost Ratio	56.32



9.2.2 Roadway Segment 2: National Old Trails

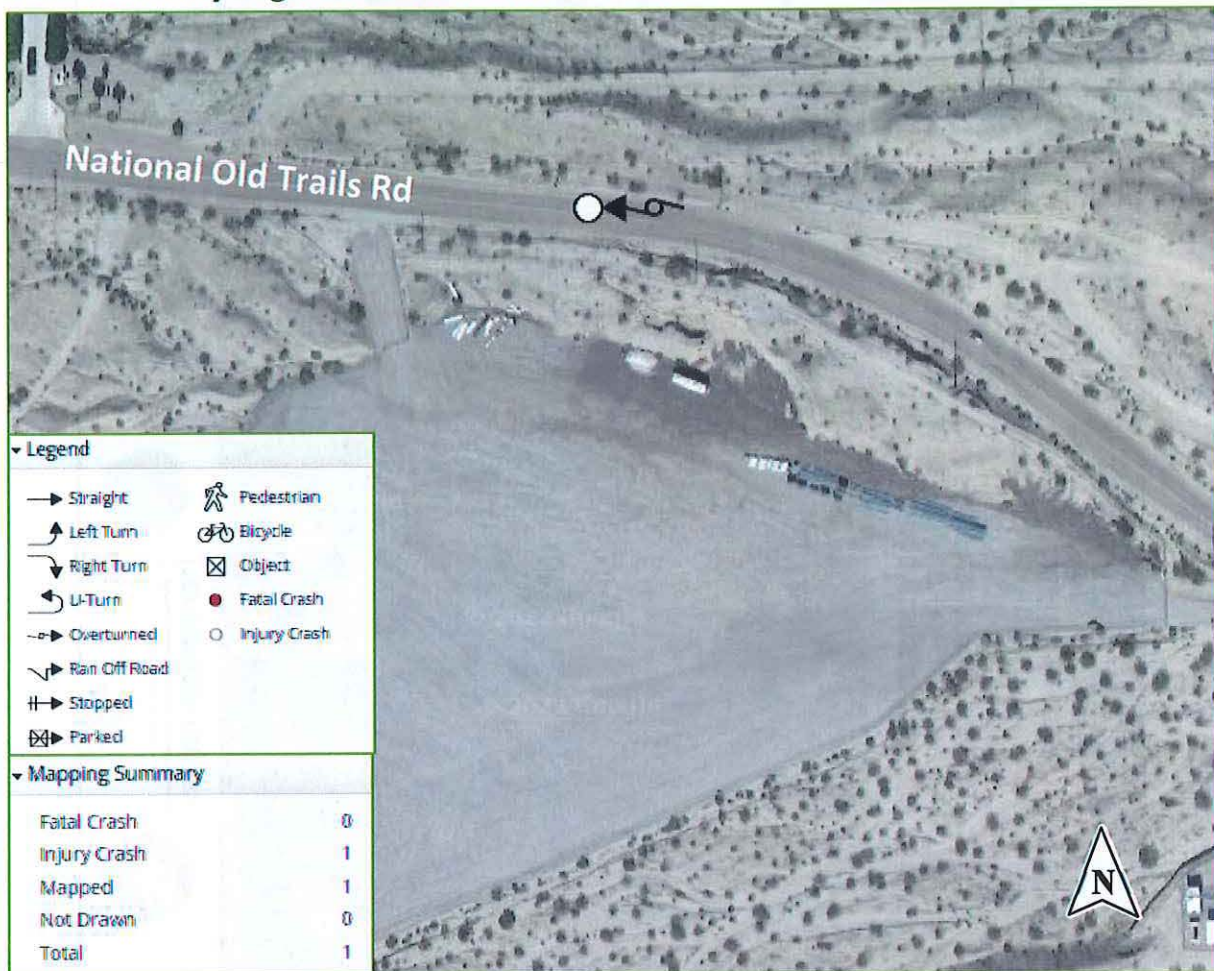
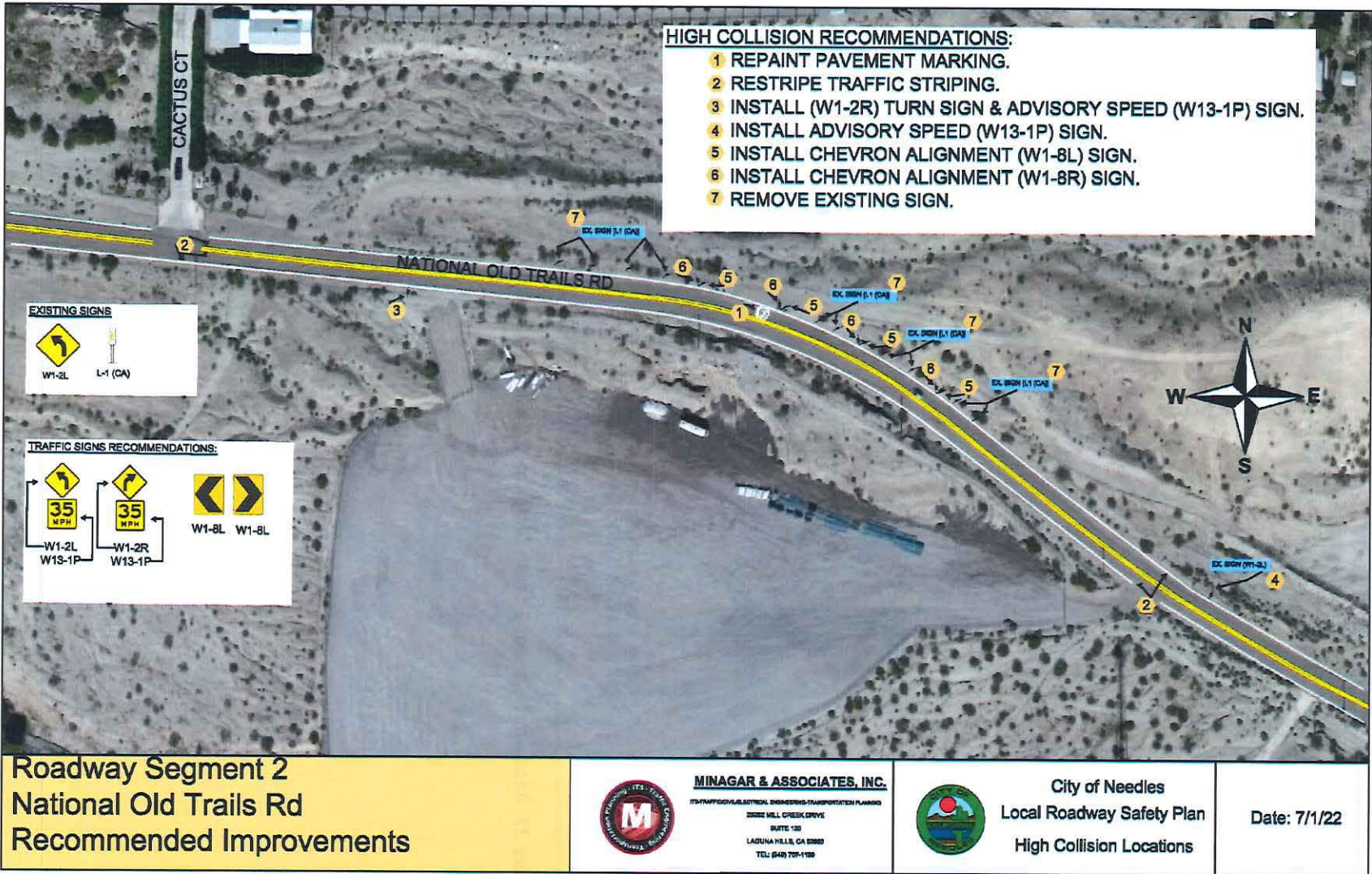


Figure 27: Roadway Segment 2 Crash Diagram- 1 Collision (January 1, 2017 – December 31, 2021)





9.2.2.1 Roadway Segment 2 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 25: Roadway Segment 2 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (R23)*	LRSM CM No. (R24)*	OS**
1	Repaint Intersection Pavement Marking	SQFT	20	\$ 14.00	\$ 280.00			100%
2	Restripe Intersection Traffic Striping	LF	4600	\$ 3.50	\$ 16,100.00			100%
3	Install Chevron Signs on Horizontal Curves	EA	8	\$ 575.00	\$ 4,600.00	100%		
4	Install Regulatory or Warning Signs	EA	3	\$ 575.00	\$ 1,725.00		100%	
	Total				\$ 22,705.00			
	Weighted Average (%)				100%	20.3%	7.6%	72.1%
* Roadway Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)								
**OS: Other Safety-Related Improvements								
	Total Construction Cost:				\$ 22,705.00			
	Contingencies percentage of the aforementioned Total Construction Cost				20%			
	Total Construction Cost (Including Contingencies):				\$ 27,246.00			

Total Cost & Benefit

The project's total cost is estimated at \$27,246 which does not include the design and engineering costs. The estimated benefit of these improvements is \$236,416 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 8.68.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 8.68 the proposed roadway segment improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$236,416
Travel Time	\$473
Vehicle Operating Cost	\$49
Emissions	\$0
Total Benefits	\$236,416

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$27,246
Present Value Benefits (\$ Dollars)	\$236,416
Net Present Value (\$ Dollars)	\$209,170
Benefit / Cost Ratio	8.68



7.2.5 Roadway Segment 3: San Clemente St



Figure 28: Roadway Segment 3 Crash Diagram- 1 Collision (January 1, 2017 – December 31, 2021)



MINAGAR & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING, ARCHITECTURE, ENVIRONMENTAL PLANNING
2202 MILL CREEK DRIVE
SUITE 100
LAGUNA HILLS, CA 92653
TEL: (949) 701-1199



City of Needles
Local Roadway Safety Plan
High Collision Locations

Date: 7/1/22



7.2.5.1 Roadway Segment 3 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 26: Roadway Segment 3 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility	
						LRSM CM No. (R23)*	OS**
1	Repaint Intersection Pavement Marking	SQFT	22	\$ 14.00	\$ 308.00		100%
2	Restripe Intersection Traffic Striping	LF	2038.7	\$ 3.50	\$ 7,135.45		100%
3	Install Regulatory or Warning Signs	EA	4	\$ 575.00	\$ 2,300.00	100%	
	Total				\$ 9,743.45		
	Weighted Average (%)				100%	23.6%	76.4%
* Roadway Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)							
**OS: Other Safety-Related Improvements							
					Total Construction Cost:	\$ 9,743.45	
					Contingencies percentage of the aforementioned Total Construction Cost	20%	\$ 1,948.69
					Total Construction Cost (Including Contingencies):	\$	11,692.14

Total Cost & Benefit

The project's total cost is estimated at \$11,692 which does not include the design and engineering costs. The estimated benefit of these improvements is \$236,416 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 20.22.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 20.22 the proposed roadway segment improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$235,894
Travel Time	\$473
Vehicle Operating Cost	\$49
Emissions	\$0
Total Benefits	\$236,416

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$11,692
Present Value Benefits (\$ Dollars)	\$236,416
Net Present Value (\$ Dollars)	\$224,724
Benefit / Cost Ratio	20.22



9.2.4 Roadway Segment 4: Lillyhill Dr



Figure 29: Roadway Segment 4 Crash Diagram- 1 Collision (January 1, 2017 – December 31, 2021)





9.2.4.1 Roadway Segment 4 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 27: Roadway Segment 4 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (R34PB)*	LRSM CM No. (R22)*	OS**
1	Repaint Intersection Pavement Marking	SQFT	280	\$ 14.00	\$ 3,920.00			100%
2	Restripe Intersection Traffic Striping	LF	3484.6	\$ 3.50	\$ 12,196.10			100%
3	Install Sidewalk/Pathway	SQFT	4691	\$ 5.75	\$ 26,973.25	100%		
4	Install Regulatory or Warning Signs	EA	2	\$ 575.00	\$ 1,150.00		100%	
Total					\$ 44,239.35			
Weighted Average (%)					100%	61.0%	2.6%	36.4%
* Roadway Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)								
**OS: Other Safety-Related Improvements								
Total Construction Cost:					\$ 44,239.35			
Contingencies percentage of the aforementioned Total Construction Cost					20%	\$ 8,847.87		
Total Construction Cost (including Contingencies):					\$ 53,087.22			

Total Cost & Benefit

The project's total cost is estimated at \$53,087 which does not include the design and engineering costs. The estimated benefit of these improvements is \$561,488 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 10.58.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 10.58 the proposed roadway segment improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$560,248
Travel Time	\$1,123
Vehicle Operating Cost	\$117
Emissions	\$0
Total Benefits	\$561,488

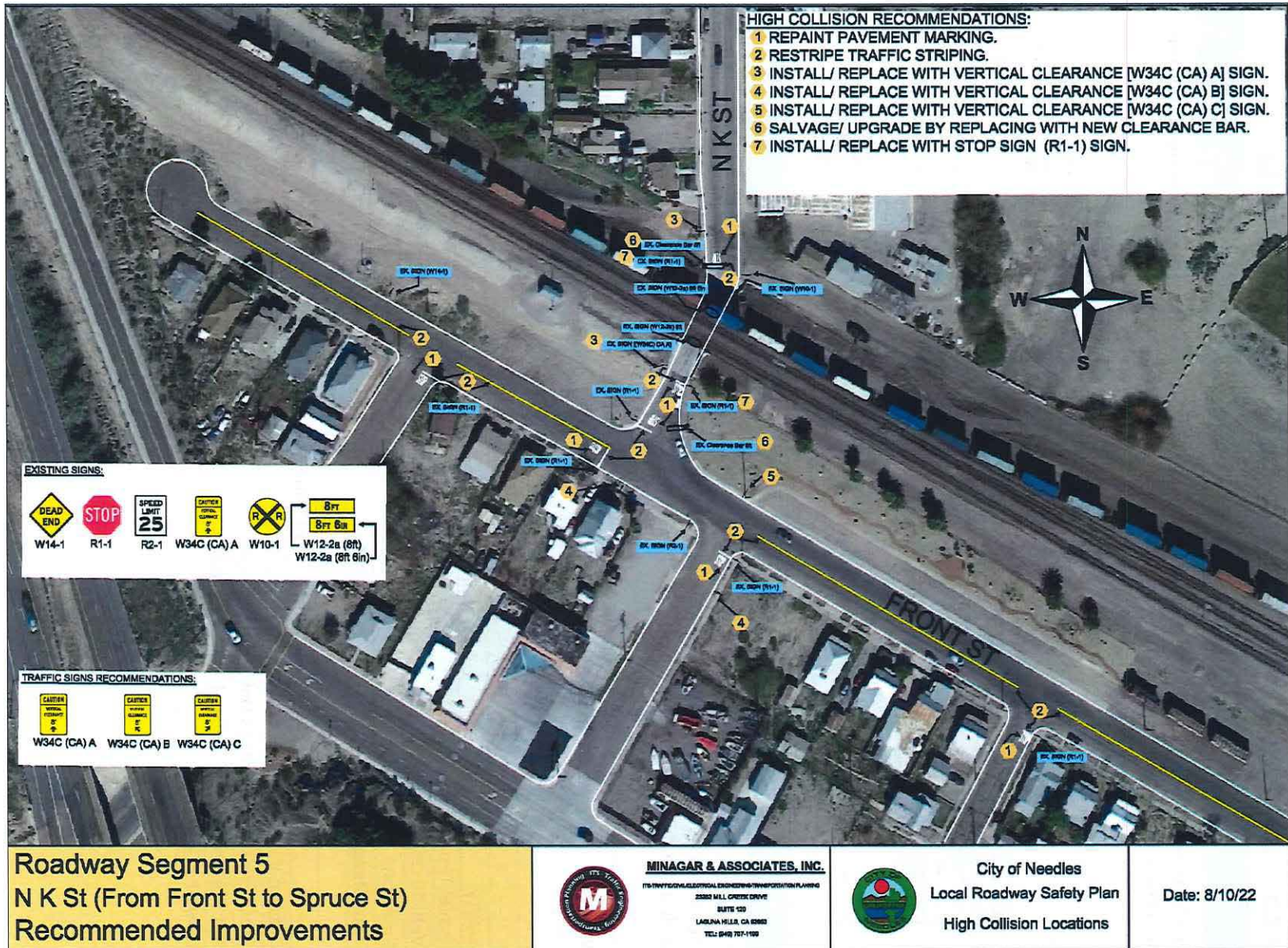
Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$53,087
Present Value Benefits (\$ Dollars)	\$561,488
Net Present Value (\$ Dollars)	\$508,401
Benefit / Cost Ratio	10.58



9.2.5 Roadway Segment 5: N K St



Figure 30: Roadway Segment 5 Crash Diagram- 1 Collision (January 1, 2017 – December 31, 2021)





9.2.5.1 Roadway Segment 5 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures. Line-item costs are derived from the Caltrans contract cost database for District 8.

Table 28: Roadway Segment 5 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility	
						LRSM CM No. (R22)*	OS**
1	Repaint Intersection Pavement Marking	SQFT	154	\$ 14.00	\$ 2,156.00		100%
2	Restripe Intersection Traffic Striping	LF	1139	\$ 3.50	\$ 3,986.50		100%
3	Replace/ Upgrade Clearance Bar	EA	2	\$ 152.95	\$ 305.90		100%
4	Install Regulatory or Warning Signs	EA	7	\$ 575.00	\$ 4,025.00	100%	
Total					\$ 10,473.40		
Weighted Average (%)					100%	38.4%	61.6%
* Roadway Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)							
**OS: Other Safety-Related Improvements							
Total Construction Cost:					\$	10,473.40	
Contingencies percentage of the aforementioned Total Construction Cost					20%	\$	2,094.68
Total Construction Cost (Including Contingencies):					\$	12,568.08	

Total Cost & Benefit

The project's total cost is estimated at \$12,568 which does not include the design and engineering costs. The estimated benefit of these improvements is \$88,656 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 7.05.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 7.05, the proposed roadway segment improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$88,460
Travel Time	\$177
Vehicle Operating Cost	\$18
Emissions	\$0
Total Benefits	\$88,656

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$12,568
Present Value Benefits (\$ Dollars)	\$88,656
Net Present Value (\$ Dollars)	\$76,088
Benefit / Cost Ratio	7.05



Table 29: Total Construction Cost of Intersections and Roadway Segments

Intersection/Segment	Street	Total Construction Cost (Including Contingencies)
Intersection 1	W Broadway St & J St	\$ 41,876.28
Intersection 2	W Broadway St & L St	\$26,084.34
Intersection 3	W Broadway St & E St	\$ 4,791.66
Intersection 4	W Broadway St & Walnut St	\$ 3,538.26
Intersection 5	N K St & Needles Hwy	\$ 34,830.66
Segment 1	Needles Hwy (T St to Race St)	\$ 15,250.44
Segment 2	National Old Trails Rd (to Cactus Ct)	\$ 27,246.00
Segment 3	San Clemente St (E Broadway St to Arizona Ave)	\$ 11,692.14
Segment 4	Lillyhill Dr (Casa Linda St to Clary Dr)	\$ 53,087.22
Segment 5	N K St (Front St to Spruce St)	\$ 12,568.08
Total		\$ 230,965.08



10. City of Needles Stakeholders Meeting Minutes

Date: Monday, August 8th, 2022

Time: 11 AM to 12 PM

Facilitator: Rainie Torrance- City of Needles

Invited Attendees:

- Rick Daniels- City of Needles
- Patrick Martinez- City of Needles
- Rainie Torrance- City of Needles
- Jesse Fragoso- City of Needles
- Tammy Ellmore- City of Needles
- Cheryl Sallis- City of Needles
- Ross Tarangle- San Bernardino County Sheriff's Department
- Jacob Gault- San Bernardino County Sheriff's Department
- Scott Tuttle- San Bernardino County Fire Department
- Clinton Burrows- California Highway Patrol
- Dr. Mary McNeil- Needles Unified School District
- Bing Lum- Colorado River Medical Center
- Mariah Funderburg- Department of Public Health
- Joanna Lopez- Caltrans District 8
- George DeLeon
- Nikita Sinha
- Fred Minagar- Minagar & Associates, Inc.
- Phillip Nguyen- Minagar & Associates, Inc.

Meeting Agenda:

Project Manager Fred Minagar of Minagar & Associates Inc. presented the Needles Local Roadway Plan "LRSP" to Stakeholders and attendees of the meeting. Fred gave an introduction of the LRSP where he discusses the mission, vision, and goals of the LRSP. Along with that, contents of the LRSP were displayed in the presentation with sample intersections and road segments of interest with high collision concentration. Improvements, countermeasures, and costs were presented along with the LRSP draft report. Lastly, evaluation and implementation were discussed in terms of the next steps in finalizing the LRSP.

After the conclusion of the presentation, Minagar and Associates, Inc. opened up for questions. Rainie Torrance (City of Needles) mentioned of a public comment from the owner of Needles Marina in regards to the safety of River Road and Needles Highway intersection. Minagar & Associates, Inc. responded that there was no collision reported within the focus timeframe between January 1, 2017 to December 31, 2021 and any collisions that occurred after that





period at the intersection of River Road and Needles Highway will be mentioned and reviewed in the next cycle. It was confirmed later by Minagar & Associates, Inc. that according to U.C. Berkeley Transportation Injury Mapping System (TIMS), there was no collision that occurred at the intersection between January 1, 2017 to December 31, 2022 and is probable that a collision occurred after the time period.

The meeting concluded with the conversation of the next steps into finalizing the LRSP for the City of Needles, which includes making necessary updates and finalizing the report and presenting it to the City Council for approval and adoption.





10.1 City of Needles Public Comment

RE: Minagar & Associates, Inc.'s Updated Draft LRSP Report



Patrick Martinez <pmartinez@cityofneedles.com>

Date: 07/19/2022 09:09AM

To: Fred Minagar <minagarf@minagarinc.com>

Rainie Torrance <rtorrance@cityofneedles.com>



Fred,

The City Manager had received a complaint from the owner of Needles Marina regarding the safety of River Road and Needles Hwy intersection. Please make this part of the public comments for the LRSP. Thank you again for your efforts.

Best Regards,

Patrick J. Martinez
Assistant City Manager/Development Services
City of Needles| 817 Third Street, Needles, CA 92363
D: 951-809-6448
O: 760-326-2115 ext 126
pmartinez@cityofneedles.com





10.2 City of Needles Stakeholders Meeting Invitation

Fwd: City of Needles Local Roadway Safety Plan (LRSP) Stakeholders Meeting

From: "Fred Minagar" <minagarf@minagarinc.com>

Date: 07/15/2022 12:16PM

To: abirin@minagarinc.com

Outdated Invite. The event has been updated and a new invite has been sent.

Date and Time

11:00AM

Monday Aug 8, 2022

12:00PM

Monday Aug 8, 2022

Location

Microsoft Teams Meeting

[View Map](#)

Calendar

[New Calendar](#)

Attendees

Message Attendees (16)

RT	PM	JF	TE	FM	RT	DMM	BL	M	CS	G
TS	BC	LJ	P	RD						

Notes

Good Morning,

The City has been in the process of developing a Local Roadway Safety Plan (LRSP).

The process of preparing a LRSP creates a framework to systematically identify and analyze safety problems and recommend safety improvements. Preparing a LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan. The LRSP offers a proactive approach to addressing safety needs and demonstrates agency responsiveness to safety challenges.

You have been invited as a stakeholder to provide input on the draft LRSP attached. You can attend virtually or at City Hall 817

Third St. Needles, CA 92363.

We would greatly appreciate your input.

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting<[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2JiMjlmMmEtMzI5MC00ZTNiLW11NWU0NGIzZDMwMTdkMTVh%40thread.v2/0?context=%7b%22Tid%22%3a%22122d165f-47c1-4908-b035-72e1a32e4a69%22%2c%22Oid%22%3a%22dcd15505-7f17-437d-)

join/19%3ameeting_Y2JiMjlmMmEtMzI5MC00ZTNiLW11NWU0NGIzZDMwMTdkMTVh%40thread.v2/0?

context=%7b%22Tid%22%3a%22122d165f-47c1-4908-b035-72e1a32e4a69%22%2c%22Oid%22%3a%22dcd15505-7f17-437d-





ad1e-43802cb2e80b%22%7d>
Or join by entering a meeting ID
Meeting ID: 244 475 309 483
Passcode: QBSdqj
Or call in (audio only)
+1 323-488-2227,,285806974#<tel:+13234882227,,285806974#> United States, Los Angeles
Phone Conference ID: 285 806 974#
Find a local number<<https://dialin.teams.microsoft.com/156b3305-5109-4ec0-8549-729852c548e3?id=285806974>> | Reset
PIN<<https://dialin.teams.microsoft.com/usp/pstnconferencing>>
Learn More<<https://aka.ms/JoinTeamsMeeting>> | Meeting options<https://teams.microsoft.com/meetingOptions/?organizerId=dcd15505-7f17-437d-ad1e-43802cb2e80b&tenantId=122d165f-47c1-4908-b035-72e1a32e4a69&threadId=19_meeting_Y2JiMjlmMmEiMzI5MC00ZTNiLWVhNWU0IGZlZDMwMTdkMTVh@thread.v2&messageId=0&language=en-US>

Outdated Invite. The event has been updated and a new invite has been sent.

Date and Time

11:00AM
Monday Aug 8, 2022

12:00PM
Monday Aug 8, 2022

Location

Microsoft Teams Meeting
[View Map](#)

Calendar

[New Calendar](#)

Attendees

Message Attendees (16)

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TS	BC	LJ	P	RD						

Notes

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The process of preparing a LRSP creates a framework to systematically identify and analyze safety problems and recommend safety improvements. Preparing a LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan. The LRSP offers a proactive approach to addressing safety needs and demonstrates agency responsiveness to safety challenges.
You have been invited as a stakeholder to provide input on the draft LRSP attached. You can attend virtually or at City Hall 817 Third St. Needles, CA 92363.
We would greatly appreciate your input.

Microsoft Teams meeting
[Join on your computer or mobile app](#)










- part_1.ics (6.5 KB)
- part1.3.dat (8.8 KB)



MINAGAR & ASSOCIATES, INC.

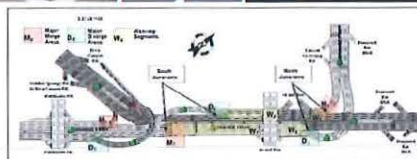
ITS - Traffic/Civil/Electrical Engineering - Transportation Planning - Homeland Security - CEM

	2019 Winner of the Orange County Engineering Council's Outstanding Service Award	
	2016 Winner of the ASCE's Outstanding Civil Engineer in the Private Sector Award in the State of California	
	2016 Winner of the ASCE Los Angeles Section's Outstanding Civil Engineer in the Private Sector Award	
	2016 Winner of the ASCE Orange County Chapter's Outstanding Civil Engineer in the Private Sector Award	
	2016 Certificate of Recognition for Dedication to Support the ELTP Program by Los Angeles County MTA/Metro	
	2016 Winner of the Orange County Engineering Council's Outstanding Engineering Service Award	
	2015 Orange County Business Journal's 2015 Excellence in Entrepreneurship Award Nominee	
	2014 Orange County Business Journal's 2014 Excellence in Entrepreneurship Award Nominee	
	2012 Winner of Cal-EPA/California Air Resources Board's Cool California Climate Leader	
	2011 Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2011 Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2010 Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2009 Winner of the ASCE's Outstanding Private Sector Civil Engineering Project in Metropolitan Los Angeles	 
	2009 Winner of the Caltrans' 2009 Excellence in Transportation Award in the State of California	
	2007 Winner of the ASCE's Outstanding Public/Private Sector Civil Engineering Project in Metropolitan Los Angeles	  
	2005 Winner of the APWA's Best Traffic Congestion Mitigation Project of the Year in Southern California	  
	2004 Top Nominee of Transportation Foundation's Highway Management Program in the State of California	
	2003 Winner of the PTI's Best Transportation Technology Solutions Award in the United States	  
	2002 Winner of the ITS-CA's Best Return on Investment Project Award in the State of California	  
	2000 Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	



Celebrating 29 Years of
Planning & Engineering
Excellence

- Traffic Engineering
- Transportation Planning
- ITS (Intelligent Transportation Systems)
- Civil/Electrical Engineering
- Homeland Security
- Construction Engineering Management



MINAGAR & ASSOCIATES, INC.

23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653

Tel: (949)707-1199

Web: www.minagarinc.com

29 Years of
Engineering & Planning
Excellence





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: August 30, 2022

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through August 30, 2022.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: Rick

Date: 8/18/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 30

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 23, 2022**

FUND 101	GENERAL FUND	FUND AMT.	23-Aug	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ 332.67	\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ 141.58	\$ 21,873.40	\$219,507
101.1025.415	FINANCE DEPT.	\$ 823.33	\$ 67,504.74	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 150.47	\$ 18,710.92	\$291,344
101.1035.416	PLANNING /ZONING	\$ 222.19	\$ 12,607.82	\$373,159
101.1040.417	ENGINEERING	\$ 648.39	\$ 16,405.37	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -	\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ 600.00	\$ 4,621.48	\$59,457
101.2010.421	SHERIFF	\$ -	\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 525.95	\$ 14,043.50	\$233,027
101.2025.424	BULDING & SAFETY	\$ 132.45	\$ 18,910.48	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ 2,205.42	\$ 37,148.26	\$696,985
101.3010.431	PUBLIC WORKS	\$ 5,392.87	\$ 45,723.21	\$753,297
101.4730.472	SANITATION	\$ 4,095.72	\$ 16,910.23	\$166,600
101.5770.452.	AQUATICS	\$ 2,025.51	\$ 5,652.18	\$194,192
101.5772.452	PARKS	\$ 2,043.00	\$ 37,312.77	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ 89.51	\$ 9,100.31	\$107,923
101.5774.452	RECREATION	\$ 772.88	\$ 18,400.65	\$371,884
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 20,201.94	\$ 97.66	\$9,396,381
FUND 102	GEN. FUND CAPITAL PROJECT	\$ 97.66	\$ 97.66	\$2,715,000
FUND 205	CDBG	\$ -	\$ 658.00	\$42,692
FUND 206	CEMETERY	\$ 373.71	\$ 8,200.09	\$202,270
FUND 208	CALTRANS GRANTS	\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE	\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX	\$ -	\$ 12,819.00	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA	\$ 87.10	\$ 87.10	\$13,645
FUND 235	INTERSTATE COMM/I40 J ST.	\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS	\$ -	\$ -	\$3,899,640
FUND 239	CA.CONSERV RECYLING GRANT	\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL	\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)	\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM	\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ 1,149.73	\$287,664
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ -	\$300,000
FUND 501	NPUA	\$ 363.82	\$ 1,318.43	\$2,601,074
FUND 502	WATER DEPARTMENT	\$ 9,575.20	\$ 151,755.80	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT	\$ 3,584.68	\$ 70,814.10	\$1,241,325
FUND 505	SANITATION	\$ 3,775.09	\$ 27,399.85	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 7,078.44	\$1,041,800
FUND 507	GOLF FUND	\$ -	\$ -	\$ -
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 4,488.09	\$ 24,523.41	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,071.96	\$ 6,668.69	\$370,454
FUND 507	GOLF FUND TOTAL	\$ 5,560.05	\$ -	\$ -
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 1,892.76	\$29,898.27
FUND 509	MIS	\$ -	\$ 9,975.10	\$27,942.61
FUND 510	ADMIN. FACILITY	\$ -	\$ 8,208.79	\$13,256.36
FUND 511	FLEET MANAGEMENT	\$ -	\$ 2,207.78	\$20,386.09
FUND 512	VEHICLE REPLACEMENT	\$ -	\$ 4,586.63	\$5,692.76
FUND 520	SR DIAL A RIDE	\$ -	\$ 6,633.03	\$7,317.03
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 1,382.84	\$1,702.84
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 34,869.92	\$50,918.92
FUND 580	ELECTRIC	\$ -	\$ 127,507.94	\$487,320.79
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER	\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER	\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES	\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS	\$ -	\$ -	\$0
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 240,884.04	\$ 1,308,247.83	\$41,819,997

I certify that the expenditures/purchases to be paid by the warrants on this list have complied v \$ -

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

Rick Daniels, City Manager

Date

Kippy Paulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 8/11/2022, 9:30:49

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 02/2023

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
16103	3709	00	ADRIAN CHAVEZ	08/23/2022	494.13	.00
16104	3305	00	AGUA CALIENTE	08/23/2022	25,948.00	.00
16105	1924	00	AHA MACAV POWER SERVICE	08/23/2022	950.00	.00
16106	4033	00	AMERICAN FENCE COMPANY, INC	08/23/2022	188.56	.00
16107	4014	00	ASHLEE SMITH	08/23/2022	802.75	.00
16108	3750	00	AUTO ZONE	08/23/2022	259.74	.00
16109	2629	00	BARON PEST SOLUTIONS	08/23/2022	95.00	.00
16110	4041	00	BATTERIES PLUS BULBS	08/23/2022	25.58	.00
16111	178	00	BIG O TIRES & NAPA AUTO PARTS	08/23/2022	1,656.16	.00
16112	3595	00	BOOT BARN	08/23/2022	298.02	.00
16113	3392	00	BUG EMERGENCY INC.	08/23/2022	72.00	.00
16114	2590	00	COLORADO RIVER PLUMBING INC.	08/23/2022	110.00	.00
16115	2320	00	COUNTY OF SAN BERNARDINO	08/23/2022	3,775.09	.00
16116	2934	00	DANA KEPNER COMPANY INC.	08/23/2022	5,433.66	.00
16117	3809	00	DATA TICKET INC.	08/23/2022	300.00	.00
16118	440	00	DECO FOODSERVICE INCORP.	08/23/2022	117.68	.00
16119	2487	00	DELL MARKETING L.P.	08/23/2022	3,275.16	.00
16120	3580	00	DIAMOND PURE WATER	08/23/2022	185.00	.00
16121	501	00	DOI-BOR-REGION: LOWER COLORADO	08/23/2022	36,003.59	.00
16122	3913	00	ENTERPRISE FM TRUST	08/23/2022	4,586.63	.00
16123	3314	00	FINDLAY MOTOR COMPANY	08/23/2022	178.26	.00
16124	1296	00	FRONTIER	08/23/2022	232.89	.00
16125	4012	00	GOLFNOW	08/23/2022	295.00	.00
16126	324	00	GRAINGER	08/23/2022	381.52	.00
16127	3451	00	GREENS ELECTRIC, LLC	08/23/2022	969.75	.00
16128	1	00	GROUNDWATER PARTNERS	08/23/2022	172.09	.00
16129	2612	00	HARDWARE EXPRESS INCORP.	08/23/2022	620.51	.00
16130	1	00	HARRY EZAJIAN	08/23/2022	1,952.96	.00
16131	3712	00	HENDERSON CHEVROLET COMPANY	08/23/2022	240.29	.00
16132	2489	00	HOME DEPOT CREDIT SERVICES	08/23/2022	1,091.82	.00
16133	3864	00	HORIZON TECHNOLOGIES INC.	08/23/2022	980.00	.00
16134	3003	00	J.P. COOKE COMPANY	08/23/2022	141.95	.00
16135	4000	00	JARROD DELEON	08/23/2022	564.78	.00
16136	61	00	KNORR SYSTEMS, INC.	08/23/2022	1,907.94	.00
16137	3240	00	LESLIE'S POOL SUPPLIES	08/23/2022	82.57	.00
16138	1	00	MANNARA, AMBER	08/23/2022	191.73	.00
16139	1	00	MARISA NEUHAUS	08/23/2022	200.00	.00
16140	1757	00	MERCHANT JT & S	08/23/2022	1,100.00	.00
16141	3337	00	MOJAVE DESERT & MOUNTAIN INTEGRATED	08/23/2022	3,612.00	.00
16142	4038	00	NATIONAL INDUSTRIAL & SAFEYT SUPPLY	08/23/2022	636.00	.00
16143	207	00	NEEDLES SENIOR CITIZENS	08/23/2022	119.92	.00
16144	210	00	NEEDLES UNIFIED SCHOOL DIST.	08/23/2022	225.00	.00
16145	218	00	NEWS WEST PUBLISHING CO.	08/23/2022	443.42	.00
16146	1786	00	NPUA	08/23/2022	2,779.12	.00
16147	3324	00	OFFICE EXPRESS	08/23/2022	2,809.92	.00
16148	3315	00	ONLINE COLLECTIONS	08/23/2022	65.10	.00
16149	740	00	OUR TOWN MAGAZINE	08/23/2022	372.30	.00
16150	1578	00	PURCHASE POWER	08/23/2022	3,089.04	.00
16151	15	00	QUILL CORP.	08/23/2022	1,936.89	.00
16152	818	00	R & R PRODUCTS INC.	08/23/2022	1,479.53	.00
16153	2861	00	REINKE A/C CORP.	08/23/2022	9,925.25	.00

PREPARED 8/11/2022, 9:30:49

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 2
DISBURSEMENT PERIOD 02/2023

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
16154	3558	00	RICK DANIELS	08/23/2022	24.63	.00
16155	2068	00	RICOH USA, INC.	08/23/2022	648.38	.00
16156	3796	00	ROUTE 66 BROADBAND LLC	08/23/2022	699.49	.00
16157	2589	00	SAN BERNARDINO COUNTY	08/23/2022	13,988.01	.00
16158	4001	00	SIMPLIOT TURF & HORTICULTURE	08/23/2022	2,443.78	.00
16159	3698	00	SOUTH POINT PRINTING	08/23/2022	591.00	.00
16160	3432	00	SYLVIA MILEDI	08/23/2022	598.00	.00
16161	4008	00	THE PRINTER GUYS, LLC	08/23/2022	861.97	.00
16162	3873	00	TRANSPORTATION CONCEPTS	08/23/2022	42,765.87	.00
16163	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	08/23/2022	150.00	.00
16164	772	00	TRI-STATE ACE HARDWARE	08/23/2022	247.78	.00
16165	2819	00	TRI-STATE HOSE & FITTINGS	08/23/2022	923.95	.00
16166	2798	00	U.S. DEPARTMENT OF ENERGY	08/23/2022	37,045.69	.00
16167	3272	00	ULINE	08/23/2022	5,505.04	.00
16168	3825	00	ULTRA PEST CONTROL, LLC	08/23/2022	45.00	.00
16169	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	08/23/2022	73.00	.00
16170	3830	00	UNIFIRST CORPORATION	08/23/2022	456.24	.00
16171	761	00	USABLUEBOOK	08/23/2022	1,466.43	.00
16172	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	08/23/2022	208.00	.00
16173	1023	00	XEROX	08/23/2022	637.67	.00
16174	3828	00	3D-NETWORKS LLC	08/23/2022	9,975.10	.00
NUMBER OF CHECKS			72	GRAND TOTAL	242,729.33	

PREPARED 08/11/2022, 9:38:14

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
ACCOUNTING PERIOD 2023/02
REPORT NUMBER 53

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
15895*	1	UCAN2 SFV LLC	009449		07/26/2022	101-0000-204.87-00	1,845.29- 1,845.29- *	VOIDED
16103	3709	ADRIAN CHAVEZ	000816		08/23/2022	101-2030-423.55-00	494.13 494.13 *	494.13
16104	3305	AGUA CALIENTE	000701		08/23/2022	580-4750-473.63-10	25,948.00 25,948.00 *	25,948.00
16105	1924	AHA MACAV POWER SERVICE	000745		08/23/2022	580-4750-473.61-21	950.00 950.00 *	950.00
16106	4033	AMERICAN FENCE COMPANY, I	000744		08/23/2022	101-3010-431.31-90	188.56 188.56 *	188.56
16107	4014	ASHLEE SMITH	000705		08/23/2022	101-2030-423.55-00	802.75 802.75 *	802.75
16108	3750	AUTO ZONE	000589 000922		08/23/2022 08/23/2022	511-3021-432.43-26 511-3021-432.43-27	226.24 33.50 259.74 *	259.74
16109	2629	BARON PEST SOLUTIONS	000750		08/23/2022	510-4410-405.43-01	95.00 95.00 *	95.00
16110	4041	BATTERIES PLUS BULBS	000748		08/23/2022	101-5773-452.43-33	25.58 25.58 *	25.58
16111	178	BIG O TIRES & NAPA AUTO P	000590 000591 000592 000593 000594 000595 000596 000597 000598 000599 000600 000601 000602 000603 000604 000702 000703 000746 000747		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	580-4750-473.43-03 511-3021-432.43-43 511-3021-432.43-26 511-3021-432.43-36 511-3021-432.43-36 511-3021-432.43-26 511-3021-432.43-26 101-5774-452.43-03 511-3021-432.43-38 511-3021-432.43-26 511-3021-432.43-27 511-3021-432.43-38 511-3020-432.61-28 511-3020-432.61-28 511-3021-432.43-26 503-4720-475.60-55 503-4720-475.43-04 511-3021-432.43-37 580-4750-473.43-03	27.99 459.86 9.69 17.98 6.78 45.55 38.88 50.36 326.54 22.17 190.08 126.00 31.13 8.07 83.48 25.84 13.99 17.00 154.77 1,656.16 *	1,656.16
16112	3595	BOOT BARN	000605		08/23/2022	580-4750-473.60-28	298.02	

PREPARED 08/11/2022, 9:38:14

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 53

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
16112	3595	BOOT BARN					298.02 *	298.02
16113	3392	BUG EMERGENCY INC.	000749		08/23/2022	507-5762-454.43-08	72.00 72.00 *	72.00
16114	2590	COLORADO RIVER PLUMBING I	000751		08/23/2022	510-4410-405.43-01	110.00 110.00 *	110.00
16115	2320	COUNTY OF SAN BERNARDINO	000606		08/23/2022	505-4730-472.74-40	3,775.09 3,775.09 *	3,775.09
16116	2934	DANA KEPNER COMPANY INC.	000755 000756 000757 000758		08/23/2022 08/23/2022 08/23/2022 08/23/2022	502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55 502-4710-471.60-55	2,282.95 2,318.09 192.11 640.51 5,433.66 *	5,433.66
16117	3809	DATA TICKET INC.	000704		08/23/2022	101-2030-423.31-10	300.00 300.00 *	300.00
16118	440	DECO FOODSERVICE INCORP.	000754		08/23/2022	507-5762-454.43-08	117.68 117.68 *	117.68
16119	2487	DELL MARKETING L.P.	000607 000722		08/23/2022 08/23/2022	580-4750-473.61-02 508-4810-478.61-02	1,651.07 1,624.09 3,275.16 *	3,275.16
16120	3580	DIAMOND PURE WATER	000611 000612 000613 000614 000615 000616 000753		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	510-4410-405.61-01 503-4720-475.60-55 101-5770-452.61-01 101-5774-452.61-06 511-3020-432.43-29 510-4410-405.61-01 101-5770-452.61-01	60.00 6.00 30.00 6.00 6.00 72.00 5.00 185.00 *	185.00
16121	501	DOI-BOR-REGION: LOWER COL	000814 000815		08/23/2022 08/23/2022	580-4750-473.63-10 580-4750-473.63-10	22,220.60 13,782.99 36,003.59 *	36,003.59
16122	3913	ENTERPRISE FM TRUST	000818		08/23/2022	512-0000-207.02-00	4,586.63 4,586.63 *	4,586.63
16123	3314	FINDLAY MOTOR COMPANY	000617 000618		08/23/2022 08/23/2022	511-3021-432.43-36 511-3021-432.43-36	117.25 61.01 178.26 *	178.26
16124	1296	FRONTIER	000759 000760		08/23/2022 08/23/2022	510-4410-405.52-10 101-5772-452.52-10	95.03 137.86 232.89 *	232.89

PREPARED 08/11/2022, 9:38:14

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 53

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
16125	4012	GOLFNOW, LLC	000761		08/23/2022	507-5762-454.61-09	295.00 295.00 *	295.00
16126	324	GRAINGER	000619 000620 000762		08/23/2022 08/23/2022 08/23/2022	580-4750-473.60-55 580-4750-473.60-55 503-4720-475.43-02	171.11 149.36 61.05 381.52 *	381.52
16127	3451	GREENS ELECTRIC, LLC	000763		08/23/2022	580-4750-473.43-13	969.75 969.75 *	969.75
16128	1	GROUNDWATER PARTNERS	UT		08/23/2022	501-0000-211.00-00	172.09 172.09 *	172.09
16129	2612	HARDWARE EXPRESS INCORP.	000632 000633 000634 000635 000636 000637 000638 000639 000640 000641 000642 000643 000644 000706 000721 000752 000764		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	580-4750-473.43-57 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 101-3010-431.43-57 101-3010-431.43-57 101-3010-431.61-33 101-5772-452.60-40 206-5771-452.61-12 206-5771-452.43-04 510-4410-405.43-01 580-4750-473.43-57 511-3021-432.43-26 503-4720-475.43-02 101-5774-452.43-18 101-5774-452.43-18	5.10 4.70 1.48 7.41 1.89 11.66 3.05 56.01 21.48 20.84 16.36 38.89 80.84 28.12 2.85 313.75 6.08 620.51 *	620.51
16130	1	HARRY EZAJIAN	000765		08/23/2022	101-0000-204.97-00	1,952.96 1,952.96 *	1,952.96
16131	3712	HENDERSON CHEVROLET COMPA	000624		08/23/2022	511-3021-432.43-36	240.29 240.29 *	240.29
16132	2489	HOME DEPOT CREDIT SERVICE	000621 000622 000623		08/23/2022 08/23/2022 08/23/2022	101-5772-452.60-40 503-4720-475.61-33 503-4720-475.61-33	19.06 805.92 266.84 1,091.82 *	1,091.82
16133	3864	HORIZON TECHNOLOGIES INC.	000625 000626 000627 000628 000629 000630		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10 503-4720-475.52-10 502-4710-471.52-10 580-4750-473.52-10	70.00 70.00 70.00 140.00 280.00 175.00	

PREPARED 08/11/2022, 9:38:14
 PROGRAM: GM346L
 CITY OF NEEDLES
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 4
 ACCOUNTING PERIOD 2023/02
 REPORT NUMBER 53

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16133	3864	HORIZON TECHNOLOGIES INC.	000631		08/23/2022	101-3010-431.52-10	175.00 980.00 *	980.00
16134	3003	J.P. COOKE COMPANY	000707		08/23/2022	101-2020-423.61-36	141.95 141.95 *	141.95
16135	4000	JARROD DELEON	000645 000646 000766 000767 000768		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	507-5761-453.62-00 507-5761-453.43-04 507-5761-453.63-00 507-5761-453.62-00 507-5761-453.62-00	73.82 177.40 32.85 191.25 89.46 564.78 *	564.78
16136	61	KNORR SYSTEMS, INC.	000650 000651		08/23/2022 08/23/2022	101-5770-452.43-02 101-5770-452.43-04	313.94 1,594.00 1,907.94 *	1,907.94
16137	3240	LESLIE'S POOL SUPPLIES	000769		08/23/2022	101-5770-452.43-02	82.57 82.57 *	82.57
16138	1	MANNARA, AMBER	UT		08/23/2022	501-0000-211.00-00	191.73 191.73 *	191.73
16139	1	MARISA NEUHAUS	000708		08/23/2022	580-4750-473.54-21	200.00 200.00 *	200.00
16140	1757	MERCHANT JOB TRAINING & S	000770		08/23/2022	580-4750-473.31-40	1,100.00 1,100.00 *	1,100.00
16141	3337	MOJAVE DESERT & MOUNTAIN	000652		08/23/2022	101-4730-472.56-02	3,612.00 3,612.00 *	3,612.00
16142	4038	NATIONAL INDUSTRIAL & SAF	000653 000654 000655		08/23/2022 08/23/2022 08/23/2022	580-4750-473.61-21 502-4710-471.61-21 503-4720-475.61-21	212.00 212.00 212.00 636.00 *	636.00
16143	207	NEEDLES SENIOR CITIZENS	000656 000657		08/23/2022 08/23/2022	520-4740-462.52-12 521-4740-462.52-12	59.96 59.96 119.92 *	119.92
16144	210	NEEDLES UNIFIED SCHOOL DI	000771		08/23/2022	101-0000-362.01-00	225.00 225.00 *	225.00
16145	218	NEWS WEST PUBLISHING CO.	000658 000659 000660 000715 000772		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	101-1030-414.31-70 580-4750-473.53-00 101-1035-416.31-09 102-3010-431.71-22 233-5772-452.72-18	89.74 79.18 89.74 97.66 87.10 443.42 *	443.42

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 53

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
16146	1786	NPUA	000709		08/23/2022	580-4750-473.41-11	2,677.51		
			000710		08/23/2022	502-4710-471.41-10	37.68		
			000711		08/23/2022	101-5773-452.41-10	63.93		
							2,779.12	*	2,779.12
16147	3324	OFFICE EXPRESS	000661		08/23/2022	510-4410-405.61-01	2,449.92		
			000662		08/23/2022	510-4410-405.61-01	306.86		
			000774		08/23/2022	510-4410-405.61-01	53.14		
							2,809.92	*	2,809.92
16148	3315	ONLINE COLLECTIONS	000775		08/23/2022	508-4810-478.31-46	65.10		
							65.10	*	65.10
16149	740	OUR TOWN MAGAZINE	000773		08/23/2022	507-5762-454.53-00	372.30		
							372.30	*	372.30
16150	1578	PURCHASE POWER	000713		08/23/2022	510-4410-405.52-20	3,089.04		
							3,089.04	*	3,089.04
16151	15	QUILL CORP.	000663		08/23/2022	510-4410-405.61-01	122.79		
			000664		08/23/2022	508-4810-478.61-01	18.51		
			000665		08/23/2022	101-1025-415.61-01	11.63		
			000666		08/23/2022	101-1025-415.61-01	38.78		
			000667		08/23/2022	101-1025-415.61-01	13.24		
			000714		08/23/2022	580-4750-473.61-01	87.27		
			000720		08/23/2022	101-1040-417.61-02	110.97		
			000776		08/23/2022	101-1025-415.61-01	25.09		
			000777		08/23/2022	508-4810-478.61-01	106.56		
			000778		08/23/2022	510-4410-405.61-01	276.93		
			000779		08/23/2022	510-4410-405.61-01	544.88		
			000780		08/23/2022	502-4710-471.61-01	120.65		
			000781		08/23/2022	503-4720-475.61-01	119.65		
			000782		08/23/2022	580-4750-473.61-01	120.65		
			000783		08/23/2022	101-3010-431.61-01	120.65		
			000784		08/23/2022	101-1025-415.61-01	98.64		
							1,936.89	*	1,936.89
16152	818	R & R PRODUCTS INC.	000668		08/23/2022	507-5761-453.63-00	72.48		
			000669		08/23/2022	507-5761-453.43-04	540.30		
			000670		08/23/2022	507-5761-453.63-00	150.22		
			000785		08/23/2022	507-5761-453.43-04	716.53		
							1,479.53	*	1,479.53
16153	2861	REINKE A/C CORP.	000680		08/23/2022	101-1070-410.43-04	600.00		
			000787		08/23/2022	510-4410-405.43-01	170.00		
			000817		08/23/2022	580-4750-473.54-62	9,155.25		
							9,925.25	*	9,925.25
16154	3558	RICK DANIELS	000786		08/23/2022	101-1020-413.55-00	24.63		
							24.63	*	24.63

PREPARED 08/11/2022, 9:38:14
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 6
ACCOUNTING PERIOD 2023/02
REPORT NUMBER 53

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
16155	2068	RICOH USA, INC.	000725 000726		08/23/2022 08/23/2022	510-4410-405.70-02 510-4410-405.70-02	321.91 326.47 648.38 *	648.38
16156	3796	ROUTE 66 BROADBAND LLC	000671 000672 000673 000674 000675 000676 000677		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	503-4720-475.52-10 101-2020-423.52-10 101-5774-452.52-10 101-3010-431.52-10 101-5772-452.43-18 507-5762-454.52-10 507-5762-454.52-10	85.00 85.00 85.00 100.00 144.49 100.00 100.00 699.49 *	699.49
16157	2589	SAN BERNARDINO COUNTY	000735 000736 000737 000738 000739 000740 000741 000742 000743		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	101-2020-423.62-00 101-2030-423.62-00 101-3010-431.62-00 101-4730-472.62-00 101-5772-452.62-00 206-5771-452.62-00 502-4710-471.62-00 503-4720-475.62-00 580-4750-473.62-00	229.00 406.09 3,636.23 483.72 1,675.46 336.51 2,638.63 233.71 4,348.66 13,988.01 *	13,988.01
16158	4001	SIMPLOT TURF & HORTICULTU	000678 000679		08/23/2022 08/23/2022	507-5761-453.61-08 507-5761-453.61-08	1,336.10 1,107.68 2,443.78 *	2,443.78
16159	3698	SOUTH POINT PRINTING	000681		08/23/2022	502-4710-471.31-90	591.00 591.00 *	591.00
16160	3432	SYLVIA MILEDI	000682		08/23/2022	101-1025-415.55-00	598.00 598.00 *	598.00
16161	4008	THE PRINTER GUYS, LLC	000712 000716 000717 000718 000719		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	101-1020-413.61-02 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02	79.00 499.47 94.50 94.50 94.50 861.97 *	861.97
16162	3873	TRANSPORTATION CONCEPTS	000806 000807 000808 000809 000810 000811 000812 000813		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	525-4770-461.32-90 525-4770-461.62-00 520-4740-462.32-90 520-4740-462.51-20 520-4740-462.62-00 521-4740-462.32-90 521-4740-462.51-20 521-4740-462.62-00	31,560.64 3,309.28 4,397.94 1,621.05 554.08 779.09 405.27 138.52 42,765.87 *	42,765.87

PREPARED 08/11/2022, 9:38:14

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 7

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 53

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
16163	3693	TRI STATE COMMUNITY HEALT	000685		08/23/2022	580-4750-473.31-20	150.00 150.00 *	150.00
16164	772	TRI-STATE ACE HARDWARE	000727		08/23/2022	101-3010-431.60-11	247.78 247.78 *	247.78
16165	2819	TRI-STATE HOSE & FITTINGS	000683 000684		08/23/2022 08/23/2022	101-3010-431.61-33 503-4720-475.43-14	838.75 85.20 923.95 *	923.95
16166	2798	U.S. DEPARTMENT OF ENERGY	000728 000729 000730		08/23/2022 08/23/2022 08/23/2022	580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10	6,407.50 222.49 30,415.70 37,045.69 *	37,045.69
16167	3272	ULINE	000731 000732		08/23/2022 08/23/2022	580-4750-473.61-01 580-4750-473.61-01	3,695.21 1,809.83 5,505.04 *	5,505.04
16168	3825	ULTRA PEST CONTROL, LLC	000792		08/23/2022	101-5774-452.43-18	45.00 45.00 *	45.00
16169	315	UNDERGROUND SERVICE ALERT	000608 000609 000610		08/23/2022 08/23/2022 08/23/2022	503-4720-475.49-14 502-4710-471.43-04 580-4750-473.49-14	24.33 24.33 24.34 73.00 *	73.00
16170	3830	UNIFIRST CORPORATION	000690 000691 000692 000693 000694 000695 000723 000724 000794 000795		08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022 08/23/2022	503-4720-475.61-04 580-4750-473.61-04 507-5762-454.43-08 101-5774-452.61-06 511-3020-432.61-04 101-5772-452.61-04 502-4710-471.61-04 503-4720-475.61-04 507-5762-454.43-08 508-4810-478.61-04	17.70 217.75 7.49 8.56 96.68 44.65 31.32 16.10 7.49 8.50 456.24 *	456.24
16171	761	USABBLUEBOOK	000688 000689 000791 000793		08/23/2022 08/23/2022 08/23/2022 08/23/2022	503-4720-475.61-21 502-4710-471.60-17 503-4720-475.60-55 503-4720-475.60-55	1,038.43 205.93 66.54 155.53 1,466.43 *	1,466.43
16172	3528	WESTERN ENVIRONMENTAL TES	000696		08/23/2022	503-4720-475.59-75	208.00 208.00 *	208.00
16173	1023	XEROX	000796 000797		08/23/2022 08/23/2022	101-5774-452.74-20 101-1020-413.70-01	258.13 37.95	

PREPARED 08/11/2022, 9:38:14

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 8

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 53

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
16173	1023	XEROX	000798		08/23/2022	101-1025-415.70-01	37.95	
			000799		08/23/2022	101-1030-414.70-01	60.73	
			000800		08/23/2022	101-1035-416.70-01	37.95	
			000801		08/23/2022	101-1040-417.70-01	37.95	
			000802		08/23/2022	101-2025-424.70-01	37.95	
			000803		08/23/2022	101-2030-423.70-01	37.95	
			000804		08/23/2022	101-3010-431.70-01	15.18	
			000805		08/23/2022	510-4410-405.70-01	75.93	
							637.67 *	637.67
16174	3828	3D-NETWORKS LLC	000686		08/23/2022	509-4910-479.31-90	2,250.00	
			000687		08/23/2022	509-4910-479.31-53	1,050.00	
			000788		08/23/2022	509-4910-479.31-53	1,150.00	
			000789		08/23/2022	509-4910-479.52-13	1,383.10	
			000790		08/23/2022	509-4910-479.31-90	4,142.00	
							9,975.10 *	9,975.10
						BANK/CHECK TOTAL	240,884.04	242,729.33
						ALL BANKS/CHECKS TOTAL	240,884.04	242,729.33

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 23, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	8/23/2022 (2)	21-22 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ 69,726.75	\$80,000
101.1020.413	CITY MANAGER	\$ 136.80		\$ 215,809.80	\$205,293
101.1025.415	FINANCE DEPT.	\$ -		\$ 490,440.17	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 164,135.02	\$201,933
101.1035.416	PLANNING /ZONING	\$ -		\$ 200,634.98	\$304,327
101.1040.417	ENGINEERING	\$ -		\$ 182,879.54	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 47,631.00	\$73,610
101.1070.410	SENIOR CENTER	\$ -		\$ 46,113.85	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 3,203,034.39	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 181,626.47	\$236,591
101.2025.424	BULDING & SAFETY	\$ -		\$ 445,760.23	\$513,288
101.2030.423	CODE ENFORCEMENT	\$ 105.00		\$ 590,936.49	\$629,675
101.3010.431	PUBLIC WORKS	\$ -		\$ 582,189.26	\$4,318,920
101.4730.472	SANITATION	\$ -		\$ 135,774.47	\$156,217
101.5770.452.	AQUATICS	\$ 490.00		\$ 149,392.79	\$180,845
101.5772.452	PARKS	\$ 269.65		\$ 504,834.29	\$546,633
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 122,280.00	\$139,888
101.5774.452	RECREATION	\$ 4,679.22		\$ 297,795.59	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 5,680.67		\$11,907,766
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 1,241,772.61	\$110,000
FUND 205	CDBG		\$ -	\$ 35,137.16	\$27,243
FUND 206	CEMETERY		\$ -	\$ 185,066.69	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,327,529.04	\$1,434,077
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 135,756.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 47,867.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 231,949.04	\$403,208
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 5,187.50	\$18,832
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 65,849.01	\$3,965,400
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 68,485.32	\$80,500
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 171,600.50	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 3,577.94	\$300,000
FUND 501	NPUA		\$ -	\$ 2,625,714.89	\$2,835,494
FUND 502	WATER DEPARTMENT		\$ 9,650.21	\$ 1,866,769.15	\$2,006,995
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 1,236,788.93	\$1,297,932
FUND 505	SANITATION		\$ -	\$ 1,418,201.22	\$1,419,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 887,036.65	\$1,014,815
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 9,540.39		\$ 640,562.86	\$724,775
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 349,740.17	\$368,468
FUND 507	GOLF FUND TOTAL		\$ 9,540.39		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ -	\$ 322,316.00	\$395,926
FUND 509	MIS		\$ -	\$ 244,495.00	\$252,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 172,277.99	\$395,203
FUND 511	FLEET MANAGEMENT		\$ 225.47	\$ 197,790.95	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 47,239.40	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 75,745.96	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 25,727.34	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 435,884.93	\$494,264
FUND 580	ELECTRIC		\$ 274.89	\$ 10,021,964.93	\$12,532,013
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 171,753.27	\$2,384,611
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 1,363,931.00	\$4,694,036
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 104,268.00	\$104,468
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 25,371.63	\$ 33,360,574.92	\$50,632,755

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

Kippy Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 8/11/2022, 11:25:31

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 02/2023

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
16175	4042	00	ACOUSTICS GROUP, INC.	08/23/2022	4,450.00	.00
16176	7	00	BORDER STATES INDUSTRIES, INC.	08/23/2022	274.89	.00
16177	4025	00	GOLF MAINTENANCE SOLUTIONS	08/23/2022	2,500.00	.00
16178	2189	00	MOHAVE ENVIRONMENTAL LAB	08/23/2022	630.00	.00
16179	3858	00	LIGHT HOUSE OF ARIZONA	08/23/2022	225.47	.00
16180	644	00	RDO EQUIPMENT COMPANY	08/23/2022	269.65	.00
16181	3558	00	RICK DANIELS	08/23/2022	136.80	.00
16182	4001	00	SIMPLOT TURF & HORTICULTURE	08/23/2022	7,040.39	.00
16183	3906	00	WATER WORKS ENGINEERS, LLC	08/23/2022	9,341.21	.00
16184	1023	00	XEROX	08/23/2022	89.22	.00
16185	3842	00	XIO, INC.	08/23/2022	309.00	.00
16186	3828	00	3D-NETWORKS LLC	08/23/2022	105.00	.00
NUMBER OF CHECKS				12	GRAND TOTAL	25,371.63

PREPARED 08/11/2022, 11:28:02

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 54

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
16175	4042	ACOUSTICS GROUP, INC	PI0380	022116	08/23/2022	101-5774-452.43-18	4,450.00 4,450.00 *	4,450.00
16176	7	BORDER STATES INDUSTRIES,	009786		08/23/2022	580-4750-473.60-55	274.89 274.89 *	274.89
16177	4025	GOLF MAINTENANCE SOLUTION	009776		08/23/2022	507-5761-453.31-90	2,500.00 2,500.00 *	2,500.00
16178	2189	MOHAVE ENVIRONMENTAL LAB	009778 009779		08/23/2022 08/23/2022	101-5774-452.31-20 101-5770-452.31-20	140.00 490.00 630.00 *	630.00
16179	3858	PARTS WEST HEAVY DUTY LLC	009785		08/23/2022	511-3021-432.43-26	225.47 225.47 *	225.47
16180	644	RDO EQUIPMENT COMPANY	009774 009775		08/23/2022 08/23/2022	101-5772-452.43-04 101-5772-452.43-04	151.54 118.11 269.65 *	269.65
16181	3558	RICK DANIELS	009782 009783		08/23/2022 08/23/2022	101-1020-413.55-00 101-1020-413.55-00	99.47 37.33 136.80 *	136.80
16182	4001	SIMPLOT TURF & HORTICULTU	009770 009771 009772 009789	022114	08/23/2022 08/23/2022 08/23/2022 08/23/2022	507-5761-453.60-10 507-5761-453.60-10 507-5761-453.61-08 507-5761-453.61-08	226.28 543.06 452.55 5,818.50 7,040.39 *	7,040.39
16183	3906	WATER WORKS ENGINEERS, LL	009787 009788		08/23/2022 08/23/2022	502-4710-471.31-16 502-4710-471.31-16	9,341.00 .21 9,341.21 *	9,341.21
16184	1023	XEROX	009777		08/23/2022	101-5774-452.74-20	89.22 89.22 *	89.22
16185	3842	XIO, INC.	009773 009780 009781		08/23/2022 08/23/2022 08/23/2022	502-4710-471.31-90 502-4710-471.31-90 502-4710-471.31-90	23.00 143.00 143.00 309.00 *	309.00
16186	3828	3D-NETWORKS LLC	009784		08/23/2022	101-2030-423.61-01	105.00 105.00 *	105.00
BANK/CHECK TOTAL							25,371.63	25,371.63
ALL BANKS/CHECKS TOTAL							25,371.63	25,371.63

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 23, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	8/23/2022 (3)	21-22 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ 69,726.75	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 215,809.80	\$205,293
101.1025.415	FINANCE DEPT.	\$ -		\$ 490,440.17	\$425,654
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 164,135.02	\$201,933
101.1035.416	PLANNING /ZONING	\$ -		\$ 200,634.98	\$304,327
101.1040.417	ENGINEERING	\$ -		\$ 182,879.54	\$269,415
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 47,631.00	\$73,610
101.1070.410	SENIOR CENTER	\$ -		\$ 46,113.85	\$55,404
101.2010.421	SHERIFF	\$ -		\$ 3,203,034.39	\$3,216,842
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 181,626.47	\$236,591
101.2025.424	BUILDING & SAFETY	\$ -		\$ 445,760.23	\$513,288
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 590,936.49	\$629,675
101.3010.431	PUBLIC WORKS	\$ -		\$ 582,189.26	\$4,318,920
101.4730.472	SANITATION	\$ -		\$ 135,774.47	\$156,217
101.5770.452	AQUATICS	\$ -		\$ 149,392.79	\$180,845
101.5772.452	PARKS	\$ -		\$ 504,834.29	\$546,633
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 122,280.00	\$139,888
101.5774.452	RECREATION	\$ -		\$ 297,795.59	\$353,231
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ -		\$11,907,766
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 1,241,772.61	\$110,000
FUND 205	CDBG		\$ -	\$ 35,137.16	\$27,243
FUND 206	CEMETERY		\$ -	\$ 185,066.69	\$209,276
FUND 208	CALTRANS GRANTS		\$ -	\$ 1,327,529.04	\$1,434,077
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 135,756.00	\$235,135
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 47,867.74	\$168,149
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 1,539.86	\$93,300
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 231,949.04	\$403,208
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 5,187.50	\$18,832
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 65,849.01	\$3,965,400
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 68,485.32	\$80,500
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$12,885
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 171,600.50	\$204,500
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 3,577.94	\$300,000
FUND 501	NPUA		\$ -	\$ 2,625,714.89	\$2,835,494
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,866,769.15	\$2,006,995
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 1,236,788.93	\$1,297,932
FUND 505	SANITATION		\$ -	\$ 1,418,201.22	\$1,419,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 887,036.65	\$1,014,815
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 640,562.86	\$724,775
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 349,740.17	\$368,468
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ -	\$ 322,316.00	\$395,926
FUND 509	MIS		\$ -	\$ 244,495.00	\$252,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 172,277.99	\$395,203
FUND 511	FLEET MANAGEMENT		\$ -	\$ 197,790.95	\$270,933
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 47,239.40	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 75,745.96	\$229,711
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 25,727.34	\$40,458
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 435,884.93	\$494,264
FUND 580	ELECTRIC		\$ -	\$ 10,021,964.93	\$12,532,013
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 171,753.27	\$2,384,611
FUND 582	NPUA CAPITAL WATER		\$ 10,682.79	\$ 1,374,613.79	\$4,694,036
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 104,268.00	\$104,468
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 30.16	\$88
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 22.62	\$24
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 10,682.79	\$ 33,371,257.71	\$50,632,755

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

Kippy Poulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 8/12/2022, 9:54:54

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 02/2023

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
16187	239	00	PHILLIPS EXCAVATING INC.	08/23/2022	10,682.79	.00
NUMBER OF CHECKS				1	GRAND TOTAL	10,682.79

PREPARED 08/12/2022, 9:56:36

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
ACCOUNTING PERIOD 2023/02
REPORT NUMBER 55

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
16187	239	PHILLIPS EXCAVATING INC.	009790	022121	08/23/2022	582-4710-471.71-07	10,682.79 10,682.79 *	10,682.79
BANK/CHECK TOTAL							10,682.79	10,682.79
ALL BANKS/CHECKS TOTAL							10,682.79	10,682.79

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

FUND 101	GENERAL FUND	\$ 11,833.54	FUND AMT.	12-Aug	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ 1,242.83		\$ 23,116.23	\$219,507
101.1025.415	FINANCE DEPT.	\$ 5,583.61		\$ 73,088.35	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 2,162.71		\$ 20,873.63	\$291,344
101.1035.416	PLANNING /ZONING	\$ 470.68		\$ 13,078.50	\$373,159
101.1040.417	ENGINEERING	\$ 1,346.02		\$ 17,751.39	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ 33.00		\$ 4,654.48	\$59,457
101.2010.421	SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 33.00		\$ 14,076.50	\$233,027
101.2025.424	BULDING & SAFETY	\$ 958.11		\$ 19,865.59	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ 5,306.58		\$ 42,412.59	\$696,985
101.3010.431	PUBLIC WORKS	\$ 3,139.32		\$ 48,236.06	\$753,297
101.4730.472	SANITATION	\$ 197.40		\$ 17,107.63	\$166,600
101.5770.452.	AQUATICS	\$ -		\$ 5,701.18	\$194,192
101.5772.452	PARKS	\$ 7,003.12		\$ 44,266.89	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ 667.25		\$ 9,767.56	\$107,923
101.5774.452	RECREATION	\$ 1,702.81		\$ 20,103.46	\$371,884
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 41,679.98		\$9,396,381
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 97.66	\$2,715,000
FUND 205	CDBG			\$ 658.00	\$42,692
FUND 206	CEMETERY		\$ 2,222.51	\$ 9,980.12	\$202,270
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ 12,819.00	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 87.10	\$13,645
FUND 235	INTERSTATE COMM/140 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$3,899,640
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ 671.56	\$ 1,683.53	\$287,664
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501	NPUA		\$ -	\$ 1,318.43	\$2,601,074
FUND 502	WATER DEPARTMENT		\$ 5,959.55	\$ 156,128.77	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT		\$ 3,748.25	\$ 73,827.17	\$1,241,325
FUND 505	SANITATION		\$ 420.96	\$ 27,399.85	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 7,078.44	\$1,041,800
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 147.00		\$ 24,523.41	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 972.54		\$ 6,668.69	\$370,454
FUND 507	GOLF FUND TOTAL		\$ 1,119.54		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ 3,442.80	\$ 32,563.43	\$455,807
FUND 509	MIS		\$ -	\$ 27,942.61	\$257,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 13,256.36	\$414,950
FUND 511	FLEET MANAGEMENT		\$ 1,530.57	\$ 21,569.33	\$281,078
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 5,692.76	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 7,317.03	\$97,098
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 1,702.84	\$22,274
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 50,918.92	\$614,438
FUND 580	ELECTRIC		\$ 16,171.32	\$ 497,781.56	\$12,406,721
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 76,967.04	\$ 1,361,431.59	\$41,819,997

I certify that the expenditures/purchases to be paid by the warrants on this list have complied v \$ -

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

Rick Daniels, City Manager

Date

Kippy Paulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 8/12/2022, 14:32:21

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 02/2023

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
16188	1507	00	CALIFORNIA JPIA	08/12/2022	1,630.00	.00
16189	1305	00	GREAT WEST LIFE	08/12/2022	4,549.00	.00
16190	3634	00	GREAT-WEST LIFE & ANNUITY	08/12/2022	787.08	.00
16191	1	00	HARRY EZAJIAN	08/12/2022	1,845.29	.00
16192	2879	00	JENNIFER VALENZUELA	08/12/2022	452.76	.00
16193	1199	00	SBPEA TEAMSTERS LOCAL 1932	08/12/2022	889.70	.00
16194	1199	00	SBPEA TEAMSTERS LOCAL 1932	08/12/2022	400.71	.00
16195	284	00	SOUTHWEST GAS CORP.	08/12/2022	48.57	.00
16196	3242	00	SDRMA	08/12/2022	66,363.93	.00
NUMBER OF CHECKS			9	GRAND TOTAL	76,967.04	

PREPARED 08/12/2022, 14:37:25

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 56

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
16188	1507	CALIFORNIA JPIA	000875		08/12/2022	101-1020-413.51-11	33.00	
			000876		08/12/2022	101-1025-415.51-11	30.00	
			000877		08/12/2022	101-1030-414.51-11	114.00	
			000878		08/12/2022	101-1035-416.51-11	33.00	
			000879		08/12/2022	101-1040-417.51-11	33.00	
			000880		08/12/2022	101-1070-410.51-11	33.00	
			000881		08/12/2022	101-2020-423.51-11	33.00	
			000882		08/12/2022	101-2025-424.51-11	33.00	
			000883		08/12/2022	101-2030-423.51-11	33.00	
			000884		08/12/2022	101-3010-431.51-11	82.00	
			000885		08/12/2022	101-5770-452.51-11	49.00	
			000886		08/12/2022	101-5772-452.51-11	65.00	
			000887		08/12/2022	101-5774-452.51-11	49.00	
			000888		08/12/2022	206-5771-452.51-11	49.00	
			000889		08/12/2022	502-4710-471.51-11	130.00	
			000890		08/12/2022	503-4720-475.51-11	163.00	
			000891		08/12/2022	507-5761-453.51-11	130.00	
			000892		08/12/2022	507-5762-454.51-11	130.00	
			000893		08/12/2022	508-4810-478.51-11	33.00	
			000894		08/12/2022	580-4750-473.51-11	375.00	
							1,630.00	*
								1,630.00
16189	1305	GREAT WEST LIFE & ANNUITY	000842		08/12/2022	101-0000-209.03-01	2,320.00	
			000843		08/12/2022	502-0000-209.03-01	275.00	
			000844		08/12/2022	580-0000-209.03-01	1,954.00	
							4,549.00	*
								4,549.00
16190	3634	GREAT-WEST LIFE & ANNUITY	000821		08/12/2022	101-0000-209.03-01	38.13	
			000822		08/12/2022	101-0000-209.03-01	24.27	
			000823		08/12/2022	101-0000-209.03-01	213.04	
			000824		08/12/2022	101-0000-209.03-01	46.50	
			000825		08/12/2022	580-0000-209.03-01	174.52	
			000826		08/12/2022	580-0000-209.03-01	60.36	
			000827		08/12/2022	580-0000-209.03-01	53.93	
			000828		08/12/2022	580-0000-209.03-01	127.83	
			000829		08/12/2022	502-0000-209.03-01	48.50	
							787.08	*
								787.08
16191	1	HARRY EZAJIAN	000830		08/12/2022	101-0000-204.87-00	1,845.29	
							1,845.29	*
								1,845.29
16192	2879	JENNIFER VALENZUELA	000840		08/12/2022	101-5774-452.49-01	240.00	
			000841		08/12/2022	101-5774-452.65-10	212.76	
							452.76	*
								452.76
16193	1199	SBPEA TEAMSTERS LOCAL 193	000831		08/12/2022	101-0000-209.03-01	473.12	
			000832		08/12/2022	502-0000-209.03-01	119.52	
			000833		08/12/2022	503-0000-209.03-01	24.44	
			000834		08/12/2022	508-0000-209.03-01	39.64	
			000835		08/12/2022	511-0000-209.03-01	32.95	

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 56

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

[illegible]

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 05, 2022**

FUND 101	GENERAL FUND	\$ 20.07	FUND AMT.	9-Aug	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 18,709.35	\$219,507
101.1025.415	FINANCE DEPT.	\$ -		\$ 60,594.93	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 15,236.50	\$291,344
101.1035.416	PLANNING /ZONING	\$ -		\$ 9,235.02	\$373,159
101.1040.417	ENGINEERING	\$ -		\$ 12,310.78	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ 129.62		\$ 3,620.08	\$59,457
101.2010.421	SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 15.35		\$ 12,509.99	\$233,027
101.2025.424	BULDING & SAFETY	\$ -		\$ 17,873.47	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 32,845.28	\$696,985
101.3010.431	PUBLIC WORKS	\$ 107.40		\$ 32,147.73	\$753,297
101.4730.472	SANITATION	\$ -		\$ 4,395.02	\$166,600
101.5770.452.	AQUATICS	\$ 13.64		\$ 2,458.84	\$194,192
101.5772.452	PARKS	\$ 141.48		\$ 30,078.39	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 8,803.10	\$107,923
101.5774.452	RECREATION	\$ 2.48		\$ 57,275.64	\$371,884
GENERAL FUND TOTAL ALL GF DEPARTMENTS			\$ 430.04		\$9,396,381
FUND 205	CDBG		\$ -	\$ -	\$42,692
FUND 206	CEMETERY		\$ -	\$ 6,983.75	\$202,270
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$0
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 937.71	\$281,880
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501	NPUA		\$ -	\$ 1,318.43	\$2,601,074
FUND 502	WATER DEPARTMENT		\$ 37.22	\$ 112,017.71	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT		\$ 83.54	\$ 50,907.26	\$1,241,325
FUND 505	SANITATION		\$ -	\$ 3,624.76	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 5,387.32	\$1,041,800
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 19,809.32	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 5,109.73	\$370,454
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -	\$ -	\$ 25,400.03	\$455,807
FUND 509	MIS		\$ -	\$ 17,967.51	\$257,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 5,047.57	\$414,950
FUND 511	FLEET MANAGEMENT		\$ 126.18	\$ 17,398.83	\$281,078
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 5,692.76	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$97,098
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$22,274
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,115.00	\$614,438
FUND 580	ELECTRIC		\$ 90.59	\$ 314,001.45	\$12,406,721
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL ALL FUNDS & DEPARTMENTS			\$ 767.57	\$ 931,129.80	\$35,185,928

I certify that the expenditures/purchases to be paid by the warrants on this list have complied v \$ -

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

Kippy Poulson, City Treasurer

Date

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 08/03/2022, 10:00:00

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 51

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
15939*	2612	HARDWARE EXPRESS INCORP.	000467		07/26/2022	101-1070-410.43-01✓	67.15	
			000465		07/26/2022	101-1070-410.43-01✓	7.68	
			000468		07/26/2022	101-3010-431.43-57✓	25.57	
			000466		07/26/2022	101-1070-410.43-01✓	5.31	
			000472		07/26/2022	101-5772-452.43-18✓	22.06	
			000471		07/26/2022	101-3010-431.43-57✓	64.48	
			000469		07/26/2022	101-3010-431.43-57✓	9.21	
			000475		07/26/2022	511-3021-432.43-26✓	28.50	
			000474		07/26/2022	511-3021-432.43-26✓	11.06	
			000476		07/26/2022	503-4720-475.60-55✓	27.62	
			000473		07/26/2022	511-3021-432.43-38✓	5.91	
			000477		07/26/2022	503-4720-475.60-55✓	23.19	
			000464		07/26/2022	101-1070-410.43-01✓	13.81	
			000647		07/26/2022	511-3021-432.43-36✓	17.58	
			000648		07/26/2022	503-4720-475.60-55✓	14.32	
							343.45	* VOIDED
16102	2612	HARDWARE EXPRESS INCORP.	000478		08/09/2022	502-4710-471.60-55✓	18.80	
			000479		08/09/2022	502-4710-471.60-55✓	18.42	
			000462		08/09/2022	101-3010-431.61-05✓	8.14	
			000461		08/09/2022	101-5772-452.60-40✓	45.01	
			000458		08/09/2022	511-3021-432.43-26✓	44.01	
			000454		08/09/2022	101-5772-452.61-12✓	20.14	
			000453		08/09/2022	101-5772-452.61-06✓	24.13	
			000541		08/09/2022	101-5770-452.43-02✓	13.64	
			000450		08/09/2022	580-4750-473.60-55✓	26.59	
			000457		08/09/2022	503-4720-475.43-02✓	12.27	
			000544		08/09/2022	503-4720-475.43-14✓	20.46	
			000459		08/09/2022	511-3021-432.43-26✓	7.15	
			000460		08/09/2022	101-5772-452.61-20✓	27.48	
			000455		08/09/2022	101-5772-452.43-18✓	2.66	
			000448		08/09/2022	580-4750-473.43-57✓	18.78	
			000456		08/09/2022	101-1070-410.43-01✓	35.67	
			000452		08/09/2022	511-3021-432.43-26✓	11.97	
			000449		08/09/2022	580-4750-473.43-57✓	45.22	
			000451		08/09/2022	101-0000-204.11-00	20.07	
			000542		08/09/2022	101-5774-452.43-18	2.48	
			000543		08/09/2022	101-2020-423.43-29	15.35	
			000649		08/09/2022	503-4720-475.60-55✓	14.32	
							424.12	* 424.12
						BANK/CHECK TOTAL	767.57	424.12
						ALL BANKS/CHECKS TOTAL	767.57	424.12

PREPARED 8/03/2022, 9:57:26

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1

PROGRAM: GM348U

DISBURSEMENT PERIOD 02/2023

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
16102	2612	00	HARDWARE EXPRESS INCORP.	08/09/2022	424.12	.00
NUMBER OF CHECKS				1	GRAND TOTAL	424.12

PREPARED 08/03/2022, 8:33:23

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/02

CITY OF NEEDLES

REPORT NUMBER 50

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
16063*	2612	HARDWARE EXPRESS INCORP.	000467		08/09/2022	101-1070-410.43-01	67.15-	
			000465		08/09/2022	101-1070-410.43-01	24.05-	
			000468		08/09/2022	101-3010-431.43-57	25.57-	
			000466		08/09/2022	101-1070-410.43-01	5.31-	
			000472		08/09/2022	101-5772-452.43-18	22.06-	
			000471		08/09/2022	101-3010-431.43-57	64.48-	
			000469		08/09/2022	101-3010-431.43-57	9.21-	
			000463		08/09/2022	101-1070-410.43-01	16.37	
			000478		08/09/2022	502-4710-471.60-55	18.80-	
			000475		08/09/2022	511-3021-432.43-26	28.50-	
			000474		08/09/2022	511-3021-432.43-26	11.06-	
			000476		08/09/2022	503-4720-475.60-55	27.62-	
			000473		08/09/2022	511-3021-432.43-38	5.91-	
			000477		08/09/2022	503-4720-475.60-55	23.19-	
			000464		08/09/2022	101-1070-410.43-01	13.81-	
			000479		08/09/2022	502-4710-471.60-55	18.42-	
			000462		08/09/2022	101-3010-431.61-05	8.14-	
			000461		08/09/2022	101-5772-452.60-40	45.01-	
			000458		08/09/2022	511-3021-432.43-26	44.01-	
			000454		08/09/2022	101-5772-452.61-12	20.14-	
			000453		08/09/2022	101-5772-452.61-06	24.13-	
			000541		08/09/2022	101-5770-452.43-02	13.64-	
			000450		08/09/2022	580-4750-473.60-55	26.59-	
			000457		08/09/2022	503-4720-475.43-02	12.27-	
			000544		08/09/2022	503-4720-475.43-14	20.46-	
			000459		08/09/2022	511-3021-432.43-26	7.15-	
			000460		08/09/2022	101-5772-452.61-20	27.48-	
			000455		08/09/2022	101-5772-452.43-18	2.66-	
			000448		08/09/2022	580-4750-473.43-57	18.78-	
			000456		08/09/2022	101-1070-410.43-01	35.67-	
			000452		08/09/2022	511-3021-432.43-26	11.97-	
			000449		08/09/2022	580-4750-473.43-57	45.22-	
			000451		08/09/2022	101-0000-204.11-00	20.07-	
			000542		08/09/2022	101-5774-452.43-18	2.48-	
			000543		08/09/2022	101-2020-423.43-29	15.35-	
							749.99- *	VOIDED
						BANK/CHECK TOTAL	749.99-	.00
						ALL BANKS/CHECKS TOTAL	749.99-	

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR AUGUST 05, 2022**

FUND 101	GENERAL FUND	DEPT. AMT.	FUND AMT.	5-Aug	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ -	\$80,000
101.1020.413	CITY MANAGER	\$ -		\$ 18,709.35	\$219,507
101.1025.415	FINANCE DEPT.	\$ -		\$ 60,594.93	\$698,085
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 15,261.50	\$291,344
101.1035.416	PLANNING /ZONING	\$ -		\$ 9,235.02	\$373,159
101.1040.417	ENGINEERING	\$ -		\$ 12,310.78	\$361,425
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ -	\$38,900
101.1070.410	SENIOR CENTER	\$ -		\$ 3,490.46	\$59,457
101.2010.421	SHERIFF	\$ -		\$ -	\$3,483,367
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 12,509.99	\$233,027
101.2025.424	BULDING & SAFETY	\$ -		\$ 17,878.47	\$608,738
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 32,845.28	\$696,985
101.3010.431	PUBLIC WORKS	\$ -		\$ 32,040.33	\$753,297
101.4730.472	SANITATION	\$ -		\$ 4,395.02	\$166,600
101.5770.452	AQUATICS	\$ -		\$ 2,445.20	\$194,192
101.5772.452	PARKS	\$ -		\$ 29,936.91	\$658,491
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 8,803.10	\$107,923
101.5774.452	RECREATION	\$ -		\$ 57,275.64	\$371,884
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ -		\$9,396,381
FUND 205	CDBG		\$ -	\$ -	\$42,692
FUND 206	CEMETERY		\$ -	\$ 6,983.75	\$202,270
FUND 208	CALTRANS GRANTS		\$ -	\$ -	\$90,000
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$0
FUND 210	SPECIAL GAS TAX		\$ -	\$ -	\$272,365
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$30,000
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$450,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,316.54	\$251,497
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$0
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 238	STATE RECREATION GRANTS		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ -	\$25,526
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 241	SAFE RTS TO SCHOOL (SR2S)		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 937.71	\$281,880
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$300,000
FUND 501	NPUA		\$ -	\$ 1,318.43	\$2,601,074
FUND 502	WATER DEPARTMENT		\$ -	\$ 112,017.71	\$1,938,399
FUND 503	WASTEWATER DEPARTMENT		\$ 376.42	\$ 50,907.26	\$1,241,325
FUND 505	SANITATION		\$ -	\$ 3,624.76	\$1,458,897
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 5,387.32	\$1,041,800
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 19,809.32	\$641,632
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 5,109.73	\$370,454
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ -		\$ 25,400.03	\$455,807
FUND 509	MIS		\$ -	\$ 17,967.51	\$257,370
FUND 510	ADMIN. FACILITY		\$ -	\$ 5,047.57	\$414,950
FUND 511	FLEET MANAGEMENT		\$ -	\$ 17,381.25	\$281,078
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 5,692.76	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ -	\$97,098
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ -	\$22,274
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 15,115.00	\$614,438
FUND 580	ELECTRIC		\$ -	\$ 314,001.45	\$12,406,721
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 376.42	\$ 930,750.08	\$35,185,928

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

Rick Daniels, City Manager

Date

Kippy Roulson, City Treasurer

Date

Sylvia Miledi, Director of Finance

Date

PREPARED 8/02/2022, 10:19:02

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 02/2023

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
16101	3851	00	SY FOLEY	08/05/2022	376.42	.00
NUMBER OF CHECKS				1	GRAND TOTAL	376.42

PREPARED08/02/2022, 10:39:46

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
ACCOUNTING PERIOD 2023/02
REPORT NUMBER 49

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
16101	3851	SY FOLEY	000506		08/05/2022	503-4720-475.55-00	376.42 376.42 *	376.42
BANK/CHECK TOTAL							376.42	376.42
ALL BANKS/CHECKS TOTAL							376.42	376.42



City of Needles, California Request for Council Action

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

Meeting Date: August 30, 2022

Title: Accept the State Water Resource Control Board (SWRCB) Agreement No. SWRCB0000000000D1902030 Amendment No. 2 for \$14,247,995 and Authorize a FY 23 budget amendment

Background: The City/NPUA received the final approval letter from the State Water Resources Control Board (SWRCB) approving the 100% grant for \$14.278M of improvements to the NPUA Water System.

This grant fully funds the Lillyhill Booster, L Street Booster, manifold replacement, well no. 16 Treatment Plant, a backup generator for well no. 15, service laterals and main changeout and covers the expenses that were incurred for drilling well no. 16. Funding approval for the reservoir is forthcoming. This approval allows execution of construction contracts.

Financial Impact: Increase in grant funding from Amendment No. 1 of \$3,161,259 to \$14,247,995. No match required.

sm Sylvia Miledi

Recommended Action: Accept the State Water Resource Control Board (SWRCB) Agreement No. SWRCB0000000000D1902030 Amendment No. 2 for \$14,247,995 and Authorize a FY 23 budget amendment

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review:

Rick

Date:

8/18/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

32

PROJECT COSTS							TOTAL	
	LILLY HILL (001C)	WELL NO. 16 (002C)	L STREET (003C)	PIPE/MANIF (004C)	WTP + DIST (006C)		\$	\$
A. Construction Subtotal								12,270,400
Phase 1 (Lilly Hill-Cora)	\$ 2,086,775	\$ -	\$ -	\$ -	\$ -		\$	2,086,775
Phase 2A (Well #16-Layne)	\$ -	\$ 526,700	\$ -	\$ -	\$ -		\$	526,700
Phase 3 (L Street-Cora)	\$ -	\$ -	\$ 838,695	\$ -	\$ -		\$	838,695
Phase 4 (TBD)	\$ -	\$ -	\$ -	\$ 2,128,730	\$ -		\$	2,128,730
Phase 6A (Pacific Hydrotech Corp)	\$ -	\$ -	\$ -	\$ -	\$ 5,759,500		\$	5,759,500
Phase 6B (Phillips Excavating)	\$ -	\$ -	\$ -	\$ -	\$ 930,000		\$	930,000
B. Pre-Purchased Material/Equipment	\$ -	\$ -	\$ -	\$ -	\$ -		\$	-
C. Purchase of Land	\$ -	\$ -	\$ -	\$ -	\$ -		\$	-
D. Contingency	\$ 129,200	\$ 15,840	\$ 241,000	\$ 164,586	\$ 614,718		\$	1,165,344
E. Allowances	\$ 196,884	\$ 197,220	\$ -	\$ 272,447	\$ 145,700		\$	812,251
1. Planning	\$ 15,000	\$ 94,720	\$ -	\$ 5,000	\$ 5,000		\$	119,720
2. Design	\$ 98,990	\$ 102,500	\$ -	\$ 12,000	\$ 140,700		\$	354,190
3. Construction Management	\$ 82,894	\$ -	\$ -	\$ 255,447	\$ -		\$	338,341
4. Administration	\$ -	\$ -	\$ -	\$ -	\$ -		\$	-
5. Value Engineering	\$ -	\$ -	\$ -	\$ -	\$ -		\$	-
TOTAL:	\$ 2,412,859	\$ 739,760	\$ 1,079,695	\$ 2,565,763	\$ 7,449,918		\$	14,247,995



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

August 12, 2022

City of Needles
Attn: Rick Daniels – City Manager
817 3rd Street
Needles, CA 92363

Agreement Number: SWRCB0000000000D1902030
Project Number: 3610032-001C

Enclosed is your amended Funding Agreement for your approval and signature. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board ("State Water Board").

If in agreement with all terms and conditions of the Agreement, please have the Authorized Representative, as noted in the executed resolution, sign and return two (2) signature pages no later than thirty (30) calendar days from the date of this letter to:

US Mail

Noel Carolipio Jr.
State Water Resources Control Board
Division of Financial Assistance
P.O. Box 944212
Sacramento, CA 94244-2120

Overnight Mail

Noel Carolipio Jr.
State Water Resources Control Board
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

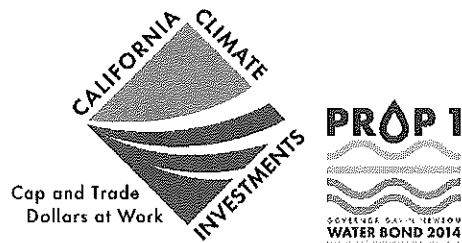
Mr. Carolipio Jr. may be contacted at (916) 449-5694 or noel.carolipio@waterboards.ca.gov

Once the Agreement is signed by both parties, we will forward an executed copy to you for your entity's records.

Enclosures

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov



DRINKING WATER CONSTRUCTION
GRANT

AGREEMENT NO. SWRCB0000000000D1902030

by and between

CITY OF NEEDLES ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



for the purpose of the

LILLY HILL BOOSTER STATION REPLACEMENT/RELOCATION PROJECT, AND WELL NO. 16 PROJECT, THE L STREET PUMP STATION PROJECT, THE WATERLINE AND MANIFOLD REPLACEMENTS; BACKUP GENERATORS AT EXISTING WELL SITES PROJECT, AND THE REPLACEMENT OF NEEDLES CITY WELL NO. 11 TREATMENT SYSTEM AND DISTRIBUTION PIPELINE PROJECT.

PROJECT NOS. 3610032-001C AND 3610032-002C, 3610032-003C, 3610032-004C, AND 3610032-006C (together, the "Project")

AMENDMENT NO. 2

-
- Section 79724 of the Water Code, and Resolution No. 2019-0032.
 - Section 116766 of the Health and Safety Code and State Water Board Resolution No. 2019-0042
 - Item 3940-106-0001 of Section 2.00 of the Budget Act of 2021, and Resolution No. 2021-0030

PROJECT FUNDING AMOUNT: ~~\$3,161,259.00~~ **\$14,247,995.00**

ESTIMATED REASONABLE PROJECT COST: ~~\$3,161,259.00~~ **\$14,247,995.00**

ELIGIBLE WORK START DATE: JANUARY 1, 2016

PHASE 1 ELIGIBLE CONSTRUCTION START DATE: OCTOBER 15, 2019

PHASE 2 ELIGIBLE CONSTRUCTION START DATE: AUGUST 19, 2021

PHASE 3 ELIGIBLE CONSTRUCTION START DATE: NOVEMBER 9, 2021

PHASE 4 ELIGIBLE CONSTRUCTION START DATE: JUNE 3, 2022

PHASE 6 ELIGIBLE CONSTRUCTION START DATE: JUNE 3, 2022

CONSTRUCTION COMPLETION DATE: MARCH 1, 2024

FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2024

RECORDS RETENTION END DATE: MARCH 1, 2060

This Agreement executed by the State Water Board on May 11, 2020, **and subsequently amended on January 19, 2022** is hereby amended and restated to revise the body of the agreement and Exhibit A, B & D (deletions shown as stricken and revisions in bold and underlined). Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - Reserved;
 - the Drinking Water System Permit No. 3610032;
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Needles	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Rick Daniels, City Manager
Address:	1001 I Street, 16 th Floor	Address:	817 3 rd Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Needles, CA 92363
Phone:	(916) 552-9983	Phone:	(760) 326-2115
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	rdaniels@cityofneedles.com

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) Reserved.
 - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (c) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs Amendment No. 1.
 - (d) **The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs Amendment No. 2.**
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
 - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is

solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
- (e) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto.

CITY OF NEEDLES:

By: _____

Name: Rick Daniels

Title: City Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Joe Karkoski

Title: Deputy Director

Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 50 years. The funding under this Agreement shall be used to address low pressure issues during peak demand in the upper pressure zone of the Recipient's public water system. In addition, the Project will support the Recipient's Capital Improvement Plan. The Project also seeks to address the source capacity deficit related to Citation No. 05-13-12C-013, issued to the Recipient for exceeding the iron and manganese maximum contaminant levels **by constructing a facility capable of treating water produced by Well No. 11 and Well No. 15. The Project includes replacement of the L Street Pump Station, which is highly dilapidated and operating beyond its useful life. The Project includes the replacement of several deteriorated water distribution mains and service laterals, and the installation of a backup generator for Well No. 15.**

A.2. SCOPE OF WORK.

The Recipient agrees to do the following:

Phase 1 – Lilly Hill Booster Station Replacement/Relocation (DWSRF No. 3610032-001C):

Construct a new pump station adjacent to the existing pump station on property owned by the Recipient. The pump flow rates will be increased, and a backup pump will be provided. The pumps will have the ability to pump at a higher head sufficient to fill the storage tanks located in the upper pressure zone. The supply and discharge piping will be upgraded to handle the increased flows, and the electrical connection will be upgraded to provide for the increased power demands of the larger motors.

Phase 2 – Well No. 16 (DWSRF No. 3610032-002C):

Phase 2A: – ~~Construct a new production well, Well 16, estimated to produce 2,200 gallons per minute~~ **Drill a test well** on an undeveloped portion of the Recipient's power substation property, **conduct pump testing, and analyze water quality sampling to determine the viability of a new production well onsite.** ~~The well will be housed in an open metal shade structure. An electrical service will be installed, and an underground electrical transmission line will provide power.~~ **Determine the extent of infrastructure improvements needed to address**

the Recipient's water quality compliance problems and to provide a long-term, sustainable source of drinking water.

Phase 2B: Connect the well to the Recipient's distribution system with a 16-inch pipeline located in existing rights-of-ways.

Phase 3 – L Street Pump Station Project (DWSRF No. 3610032-003C):

Demolish the existing pump station and construct a new building in its place. The new structure will be set above grade, and the pump will be replaced with a newer, more efficient model of the same horsepower.

Phase 4 – Waterline and Manifold Replacements; Backup Generators at Existing Well Sites Project (DWSRF No. 3610032-004C):

Demolish and replace the pipe manifold located on the Recipient's maintenance yard. Replace deteriorated distribution mains and service laterals along Monterey Avenue and Arizona Avenue. Replace the 6-inch distribution main on River Road near Park Drive. Install a backup generator for Well No. 15.

Phase 6 – Replacement of Needles City Well No. 11 Treatment System and Distribution Pipeline Project (DWSRF No. 3610032-006C):

Phase 6A – Construct a centralized water treatment facility located at the City's Well No. 11 site for the continuous removal of iron and manganese. The facility will have the capacity to treat approximately 2,400 gallons per minute (gpm) of water produced by Well No. 11 and Well No. 15. The treatment facility will include a sodium hypochlorite chemical feed system, a greensand plus pressure filtration system, a 125,000-gallon bolted steel tank for backwash water, and improvements to Well No. 11 (including new piping, valves, and a flow meter). Electrical and control equipment necessary to operate the water treatment facility will be installed, and a new standby generator will be constructed on a 12-inch thick concrete slab. Existing facilities will be demolished or refurbished.

Phase 6B – Replace approximately 2,855 feet of existing 16-inch pipeline with approximately 2,855 feet of 16-inch new polyvinyl chloride (PVC) pipeline from Well No. 15 to Well No. 11. The entire length of pipeline will be installed on property owned by the Recipient or within existing rights-of-way.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Safe and Affordable Funding for Equity and Resiliency (SAFER) Drinking Water Program and Proposition 1 – the Water Quality, Supply,

and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Budget Approval Package (Phase 1)		November 1, 2021 Complete
2.	Final Budget Approval Package (Phase 2)		November 1, 2021 Complete
3.	Final Budget Approval Package (Phase 3)		Complete
4.	Final Budget Approval Package (Phase 4)		January 1, 2023
5.	Final Budget Approval Package (Phase 6)		Complete
3-6.	Completion of Construction	March 1, 2024	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		March 1, 2024
3.	Project Completion Report		March 31, 2024
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	March 31, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and

- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) Reserved

(d) The Recipient must submit information required for compliance with GGRF requirements, as required by the Division.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) Reserved.

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$2,299,325	\$2,299,325
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$326,500	\$326,500
Allowances (Soft Costs)	\$535,434	\$535,434
TOTAL	\$3,161,259	\$3,161,259

Table 1: Approved Construction Bid Amount

CONTRACTOR	AMOUNT BID	APPROVED COSTS
Phase 1 – Cora Constructors, Inc.	\$2,086,775	\$2,086,775
Phase 2A – Layne Christensen Company	\$3,611,300	\$526,700
Phase 3 – Cora Constructors, Inc.	\$838,695	\$838,695
Phase 4 – TBD	TBD	TBD
Phase 6A – Pacific Hydrotech Corporation	\$5,759,500	\$5,759,500
Phase 6B – Phillips Excavating, Inc.	\$930,000	\$930,000

Table 2: Approved Phase 1, 2, 3, and 6 Final Project Budget

PROJECT COST TABLE	
TYPE OF WORK	APPROVED BUDGET
A. Construction	
Phase 1 – Cora Constructors, Inc.	\$2,086,775
Phase 2A – Layne Christensen Company	\$526,700
Phase 3 – Cora Constructors, Inc.	\$838,695
Phase 4 – TBD	\$2,128,730 (Phase 4 estimate)
Phase 6A – Pacific Hydrotech Corporation	\$5,759,500
Phase 6B – Phillips Excavating, Inc.	\$930,000
B. Pre-Purchase Material/Equipment	\$0
C. Purchase of Land	\$0
D. Contingency	
Phase 1	\$240,000
Phase 2	\$15,840
Phase 3	\$91,000
Phase 4	\$101,400
Phase 6	\$717,104
E. Allowances (Soft Costs)	
Planning	\$119,720
Design	\$354,190
Construction Management	\$338,341
Administration	\$0
Value Engineering	\$0
Subtotal - E	\$812,251
TOTAL (Subtotal A+B+C+D+E)	\$14,247,995

The Division's Phase-4 Final Budget Approval and Phase-2A and 2B Final Budget Approvals and related Form 259, and Form 260, and Form 261 will document a more detailed budget of eligible Project Costs and Project funding amounts for Phase-1 and Phase-2, respectively.

Reasonable indirect costs may be allowable upon approval by the Division.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

The eligibility determinations and conditions of approval identified below are based on the review of:

- **Stamped and Signed Final Plans and Specifications (P&S) for the Well No. 16 Project received September 30, 2021, dated September 29, 2021;**
- **Addenda Nos. 1, 2, 3, and 4 for the Well No. 16 Project issued October 6, 2021, October 19, 2021, October 22, 2021 and October 29, 2021, respectively.**
- **Stamped and Signed Final P&S for the Lilly Hill Booster Station Replacement/Relocation Project and the L Street Pump Station Project received October 14, 2021, dated October 12, 2021;**
- **Addenda Nos. 1, 2, 3, and 4 for the Lilly Hill Booster Station Replacement/Relocation Project and the L Street Pump Station Project issued January 20, 2022, February 2, 2022, February 10, 2022, and February 11, 2022, respectively;**
- **The Budget Proposal from Pacific Hydrotech Corporation for the Replacement of Needles City Well No. 11 Treatment System and Distribution Pipeline Project received April 4, 2022, dated April 1, 2022.**

The eligibility determination for the bid items shown in the schedule of values provided by the Recipient are as follows:

Table 3: Phase 1 – Cora Constructors, Inc. Eligibility Determination Agreement:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>A</u>	<u>Mobilization, Bond, and Insurance</u>	<u>100%</u>
<u>B</u>	<u>Miscellaneous Costs (Traffic Control, Survey/Staking, Erosion Control, Testing)</u>	<u>100%</u>
<u>1</u>	<u>Lilly Hill Booster Pump Station: Complete with site, structural, piping, mechanical, electrical, and architectural work</u>	<u>100%</u>
<u>2</u>	<u>Import Road Base</u>	<u>100%</u>
<u>3</u>	<u>Import Crushed Rock</u>	<u>100%</u>
<u>4</u>	<u>Building/Grading Permit</u>	<u>100%</u>
<u>5</u>	<u>Encroachment Permit</u>	<u>100%</u>

Bid items as shown in the schedule of values provided by the Recipient

Table 4: Phase 2A – Layne Christensen Company Eligibility Determination Agreement:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility¹</u>
<u>A</u>	<u>Mobilization, Bond, and Insurance</u>	<u>52.5%</u>

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility¹</u>
<u>B</u>	<u>Miscellaneous Costs (Traffic Control, Survey/Staking, Erosion Control, Testing)</u>	<u>0%</u>
<u>C</u>	<u>Encroachment Permit</u>	<u>0%</u>
<u>D</u>	<u>Building Permits, Electrical Permits, and Engineer/Building Reviews</u>	<u>0%</u>
<u>1</u>	<u>Surface Casing</u>	<u>100%</u>
<u>2</u>	<u>16-inch (Minimum) Pilot Hole</u>	<u>87.5%</u>
<u>3</u>	<u>28-inch Borehole Reaming</u>	<u>0%</u>
<u>4</u>	<u>Lost Circulation</u>	<u>0%</u>
<u>5</u>	<u>Drilling Fluids Used During Lost Circulation Allowance</u>	<u>0%</u>
<u>6</u>	<u>Geophysical Logging</u>	<u>75%</u>
<u>7</u>	<u>Formation Water Quality Sampling</u>	<u>100%</u>
<u>8</u>	<u>Air Lift/Standby (Additional)</u>	<u>0%</u>
<u>9</u>	<u>18-inch Inside Diameter Stainless Steel Blank Well Casing and Guides (Type 304L 0.312-inch Wall)</u>	<u>0%</u>
<u>10</u>	<u>18-inch Inside Diameter Stainless Steel Blank Well Casing and Guides (Type 304L 0.312-inch Wall, with Bullnose)</u>	<u>0%</u>
<u>11</u>	<u>18 5/8-inch Outside Diameter Stainless Steel Louvered Full Flow Well Casing and Guides (Type 304L 0.080 Slot, 0.3125-inch Wall)</u>	<u>0%</u>
<u>12</u>	<u>2-inch Inside Diameter Stainless Steel Sounding Tube (Schedule 40)</u>	<u>0%</u>
<u>13</u>	<u>Well Casing and Screen Installation</u>	<u>0%</u>
<u>14</u>	<u>Sounding Tube Installation</u>	<u>0%</u>
<u>15</u>	<u>Transition Sand</u>	<u>0%</u>
<u>16</u>	<u>Silica Filter Pack</u>	<u>0%</u>
<u>17</u>	<u>Filter Pack Disinfection</u>	<u>0%</u>
<u>18</u>	<u>Cement Grout</u>	<u>0%</u>
<u>19</u>	<u>Swab and Air-Lift Development</u>	<u>0%</u>
<u>20</u>	<u>Furnish, Install and Remove Test Pumping, Monitoring, and Ancillary Equipment</u>	<u>0%</u>
<u>21</u>	<u>Pump Testing (Development, Step-Rate, and Constant-Rate)</u>	<u>0%</u>
<u>22</u>	<u>Well Chlorination (If Needed)</u>	<u>0%</u>
<u>23</u>	<u>Plumbness and Alignment Test</u>	<u>0%</u>
<u>24</u>	<u>Video Survey</u>	<u>0%</u>
<u>25</u>	<u>Dummy Test (If Required)</u>	<u>0%</u>
<u>26</u>	<u>Unavoidable Delays with Crew</u>	<u>0%</u>
<u>27</u>	<u>Unavoidable Delays without Crew</u>	<u>0%</u>
<u>28</u>	<u>Well Abandonment</u>	<u>0%</u>
<u>29</u>	<u>Clearing and Grubbing</u>	<u>0%</u>
<u>30</u>	<u>Basin Excavation and Grading (2.5:1 Maximum)</u>	<u>0%</u>
<u>31</u>	<u>Permanent Guardposts</u>	<u>0%</u>
<u>32</u>	<u>Removable Guardposts</u>	<u>0%</u>
<u>33</u>	<u>12-inch High Density Polyethylene (HDPE) Storm Pipe and Appurtenances</u>	<u>0%</u>

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility¹</u>
<u>34</u>	<u>3-foot x 3-foot Blow-Off Inlet Box, Jensen DI3636</u>	<u>0%</u>
<u>35</u>	<u>12-inch Flap Gate</u>	<u>0%</u>
<u>36</u>	<u>Ungrouted Rip-Rap, 1-foot Diameter, 150-pound, Energy Dissipater</u>	<u>0%</u>
<u>37</u>	<u>Shade Structure with Removable Roof Above Well Head</u>	<u>0%</u>
<u>38</u>	<u>Cast in Place Concrete for the Well Housekeeping Pad, Wellhead Pad, and Transformer Pad</u>	<u>0%</u>
<u>39</u>	<u>16-inch Cement Mortar Lined and Coated and Epoxy Lined and Coated (CML&E) Waterline including Pipe, Fittings, Connection to Existing Thrust Restraints and All Appurtenances</u>	<u>0%</u>
<u>40</u>	<u>12-inch CML&E Waterline including Pipe, Fittings, Connection to Existing Thrust Restraints and All Appurtenances</u>	<u>0%</u>
<u>41</u>	<u>8-inch CML&E Waterline including Pipe, Fittings, Connection to Existing Thrust Restraints and All Appurtenances</u>	<u>0%</u>
<u>42</u>	<u>Sampling Station with 1-inch Copper Waterline</u>	<u>0%</u>
<u>43</u>	<u>Well Pump and Motor, 300 Horsepower (HP), 480 Volt (V), 3-Phase, Variable Frequency Drive (VFD)</u>	<u>0%</u>
<u>44</u>	<u>12-inch Electromagnetic Flow Meter</u>	<u>0%</u>
<u>45</u>	<u>8-inch Electromagnetic Flow Meter</u>	<u>0%</u>
<u>46</u>	<u>12-inch Hydraulically Actuated Check Valve</u>	<u>0%</u>
<u>47</u>	<u>8-inch Deep Well Pump Control Valve</u>	<u>0%</u>
<u>48</u>	<u>12-inch Rubber Seated Butterfly Valve</u>	<u>0%</u>
<u>49</u>	<u>8-inch Rubber Seated Butterfly Valve</u>	<u>0%</u>
<u>50</u>	<u>20-inch Air / Vacuum Valve</u>	<u>0%</u>
<u>51</u>	<u>Pressure Gage Assembly</u>	<u>0%</u>
<u>52</u>	<u>8-inch Rubber Duckbill Control Valve</u>	<u>0%</u>
<u>53</u>	<u>Cathodic Protection System</u>	<u>0%</u>
<u>54</u>	<u>Concrete Pipe Support</u>	<u>0%</u>
<u>55</u>	<u>Adjustable Pipe Support</u>	<u>0%</u>
<u>56</u>	<u>Emergency Eyewash Assembly</u>	<u>0%</u>
<u>57</u>	<u>Chemical Feed System</u>	<u>0%</u>
<u>58</u>	<u>12-foot by 12-foot Tuff Shed (Chlorine Building)</u>	<u>0%</u>
<u>59</u>	<u>Start-Up and Commissioning for Pump Station and All Components</u>	<u>0%</u>
<u>60</u>	<u>Needles Electric Utility Connection, Transformer, and Meter Service Entrance</u>	<u>0%</u>
<u>61</u>	<u>Main Switchboard National Electrical Manufacturers Association (NEMA) 3R, 600 Amp (A), 480V, 3-Phase</u>	<u>0%</u>
<u>62</u>	<u>Main Control Center NEMA 3R, 600A, 480V, 3-Phase</u>	<u>0%</u>
<u>63</u>	<u>Transformer and Well Starter System</u>	<u>0%</u>
<u>64</u>	<u>Well Pump VFD System, 300 HP, 480V</u>	<u>0%</u>
<u>65</u>	<u>Well Pump Soft Starter Backup System, 300 HP, 480 V</u>	<u>0%</u>
<u>66</u>	<u>Well Pump Control and Instrumentation System</u>	<u>0%</u>
<u>67</u>	<u>Telemetry System (i.e. Radio, Antenna, and Mounting Hardware, etc.)</u>	<u>0%</u>

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility¹</u>
<u>68</u>	<u>Lighting System</u>	<u>0%</u>
<u>69</u>	<u>Grounding System</u>	<u>0%</u>
<u>70</u>	<u>Conduit and Conductors (480 V & 208/120 V)</u>	<u>0%</u>
<u>71</u>	<u>Duct Bank (Utility Transformer to Main Switchboard) Concrete Encased</u>	<u>0%</u>
<u>72</u>	<u>Start-Up and Commissioning for Electrical Power, Instrumentation, and Controls</u>	<u>0%</u>

Bid items as shown in the schedule of values provided by the Recipient

Notes:

¹ Due to an adjustment in project scope, as a result of contamination detected in the test well, several line items will not be completed as originally bid. The percentage eligible listed here represents the final actual eligible costs incurred under the construction contract.

Table 5: Phase 3 – Cora Constructors, Inc. Eligibility Determination Agreement:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>A</u>	<u>Mobilization, Bond, and Insurance</u>	<u>100%</u>
<u>B</u>	<u>Miscellaneous Costs (Traffic Control, Survey/Staking, Erosion Control, Testing)</u>	<u>100%</u>
<u>1</u>	<u>L Street Booster Pump Station: Complete with site, structural, piping, mechanical, electrical, and architectural work</u>	<u>100%</u>
<u>2</u>	<u>Import Road Base</u>	<u>100%</u>
<u>3</u>	<u>Import Crushed Rock</u>	<u>100%</u>
<u>4</u>	<u>Building Permit</u>	<u>100%</u>
<u>5</u>	<u>Encroachment Permit</u>	<u>100%</u>

Bid items as shown in the schedule of values provided by the Recipient

Table 6: Phase 6A – Pacific Hydrotech Corporation Eligibility Determination Agreement:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>1</u>	<u>Design Build Well No. 11 Treatment Plant</u>	<u>100%</u>
<u>2</u>	<u>Design Build Well No. 11 Backup Generator</u>	<u>100%</u>

Bid items as shown in the schedule of values provided by the Recipient

Table 7: Phase 6B – Phillips Excavating, Inc. Eligibility Determination Agreement:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>1</u>	<u>Materials</u>	<u>100%</u>
<u>2</u>	<u>Mobilization</u>	<u>100%</u>
<u>3</u>	<u>Heavy Equipment</u>	<u>100%</u>
<u>4</u>	<u>Labor</u>	<u>100%</u>
<u>5</u>	<u>Asphalt, Aggregate Base, Shade Sand</u>	<u>100%</u>

Bid Items as shown in the schedule of values provided by the Recipient

Eligibility Determination Conditions of Approval are as follows:

1. **Necessary insurance directly related to the construction contract and extending throughout the period of the construction contract will be eligible for funding. This includes builder risk insurance, public liability insurance, fire, and Project specific insurance.**
2. **Earthquake insurance and "Act of God" insurance are ineligible for funding.**
3. **The cost of local permits and licenses other than those issued by the Recipient are eligible for funding.**
4. **Review of the P&S by the Division is conducted to determine eligibility and administrative compliance with the Policy. Issuance of the FBA does not relieve the Recipient and the design engineer of their legal liability for the adequacy of the design.**

B.5 ADDITIONAL BUDGET RESTRICTIONS.

In addition to all other due dates and conditions of disbursement in this Agreement, disbursement for Project Costs is restricted as follows:

(a) Only the Proposition 1 grant component of the Project Funds is available to reimburse Project Costs incurred prior to July 24, 2019. The Recipient must not request reimbursement of Project Costs incurred prior to July 24, 2019 in excess of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000).

(b) Project Costs incurred prior to July 12, 2021 are not eligible for Budget Act of 2021 grant funding under this Agreement. The Recipient must not request reimbursement of Project Costs incurred prior to July 12, 2021 in excess of ONE MILLION ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND EIGHTY-FOUR DOLLARS AND ZERO CENTS (\$1,187,584).

~~(c) The Recipient must request reimbursement of incurred Project Costs of at least ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$111,100) prior to March 31, 2023. If the Recipient has not requested reimbursement of incurred Project Costs, in accordance with the Reimbursement Procedures at Exhibit B.6, of at least \$111,100 by this date, the difference may revert to the State Water Board and may no longer be available under this Agreement, with no liability accruing to the State Water Board.~~

B.65 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the summary budget line items at time of Division's ~~Phase 1 Final Budget Approval and Phase 2A and 2B Final Budget Approvals~~ **Phase 4 Final Budget Approval**. Upon written request by the Recipient, the Division may also adjust the line items of the summary budget as well as the detailed budget at the time of Recipient's submittal of its final claim. Any summary budget line item adjustments that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary budget and the detailed budget must not exceed the total budget amount. The Division may also propose budget adjustments.

B.76 REIMBURSEMENT PROCEDURE.

- (a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:
1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water

Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.

2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements for Phase-4 ~~4~~ are not available until after the Division has approved the Phase-4 ~~4~~ final budget form submitted by the Recipient, ~~construction costs and disbursements for Phase 2A are not available until after the Division has approved the Phase 2A final budget form submitted by the Recipient, and construction costs and disbursements for Phase 2B are not available until after the Division has approved the Phase 2B final budget form submitted by the Recipient.~~ The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs for Phase-4 ~~4~~, Phase 2A, and Phase 2B are not eligible for reimbursement until after this the Division has approved the Phase-4 ~~4~~ final budget form, ~~Phase 2A final budget form, or Phase 2B final budget form submitted by the Recipient, respectively.~~ Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.87 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Phase 1 Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs for Phase 1 may be incurred and eligible for reimbursement hereunder.
 - "Phase 2 Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs for Phase 2 may be incurred and eligible for reimbursement hereunder.
 - **"Phase 3 Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs for Phase 3 may be incurred and eligible for reimbursement hereunder.**
 - **"Phase 4 Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs for Phase 4 may be incurred and eligible for reimbursement hereunder.**
 - **"Phase 6 Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs for Phase 6 may be incurred and eligible for reimbursement hereunder.**
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;

- "Phase 1 Final Budget Approval" means the Division-approved final budget for the Project-Phase 1 of the Project, as set forth in Exhibit B.
- "Phase 2A Final Budget Approval" means the Division-approved final budget for Phase 2A of the Project, as set forth in Exhibit B.
- ~~"Phase 2B Final Budget Approval" means the Division-approved final budget for Phase 2B of the Project, as set forth in Exhibit B.~~
- **"Phase 3 Final Budget Approval" means the Division-approved final budget for Phase 3 of the Project, as set forth in Exhibit B.**
- **"Phase 4 Final Budget Approval" means the Division-approved final budget for Phase 4 of the Project, as set forth in Exhibit B.**
- **"Phase 6A Final Budget Approval" means the Division-approved final budget for Phase 6A of the Project, as set forth in Exhibit B.**
- **"Phase 6B Final Budget Approval" means the Division-approved final budget for Phase 6B of the Project, as set forth in Exhibit B.**
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Needles, or its successor agency, and all

other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.
- 3. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
- 4. Reserved.
- 5. Reserved.
- 6. Special Conditions
 - a. Technical:
 - i. The Recipient shall submit its professional engineering services contract(s) to the Division prior to disbursement of funds for costs incurred under such contract(s).
 - ii. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water San Bernardino District Office Engineer and the Project Manager.
 - ~~iii. The Recipient shall not proceed with equipping Well 16 until water quality tests are approved by the Division.~~
 - ~~iii.~~ iv. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water San Bernardino District Office Engineer.
 - iv. GREENHOUSE GAS REDUCTION FUND REPORTING: The Recipient must submit information required for compliance with SAFER/Greenhouse Gas Reduction Fund requirements, as required by the Division.**
 - 1. **Submit Jobs Training and Workforce Development report annually covering reporting period from December 1st to November 30th by December 15th. The report includes information on the quantity and quality of jobs, including wages and credentials. The reporting template is available at CCI Quantification, Benefits, and Reporting Materials | California Air Resources Board (<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>).**

v. The Recipient shall submit its executed contract(s) for Phase 6A and Phase 6B to the Division prior to disbursement of funds for costs incurred under such contract(s).

a. Environmental:

- i. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 1. The letter dated May 22, 2019, from Julianne Polanco of the Office of Historic Preservation (OHP), to Wendy Pierce of the State Water Board, including, but not limited to, the following:
 - a. A Tribal Monitor approved by the Fort Mojave Indian Tribe will be present during ground disturbing activity.
 - ii. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
 - iii. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
7. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
8. Damages for Breach of Tax-Exempt Status. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.
9. Reserved.
10. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.
11. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management

employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

12. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

a. Reserved.

b. The Recipient must notify the Division promptly of the occurrence of any of the following events:

- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
- iii. Loss, theft, damage, or impairment to Project;
- iv. Events of Default, except as otherwise set forth in this section;
- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
 - xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
 - xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
 - xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
 - xv. Completion of work on the Project.
 - xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
 - xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
 - xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.
 - xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.
13. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
14. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

- b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
15. Reserved.
16. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement request, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
17. DISPUTES. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision

does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

18. Additional Representations and Warranties. The Recipient makes the following representations and warranties:

- a. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
- b. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
- c. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.
- d. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
- e. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- f. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- g. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
- h. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- i. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.

- j. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
- k. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
- l. The Recipient possesses all water rights necessary for this Project.

19. RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- 1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;**
- 2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and**

3. Direct support to the government and people of Ukraine.



Request for Board Action City of Needles, California

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

Meeting Date: 08/30/2022

Title: Accept the bid from **CORA CONSTRUCTION** for Schedule Bid Item B in the amount of \$838,695 to construct a new L Street Water Booster Station on L Street & Highland.

Background: On 01/12/2022 the project was advertised in the Needles Desert Star and bids were opened on 02/17/2022 with Five (5) bids received. The bid received was from Cora Construction in the amount of \$838,695 was the apparent low bidder for the L Street Water Booster Station.

Fiscal Impact: The City received a grant from the California State Water Resources Control Board in which the total amount will be reimbursed to the City. Total Project amount is \$1,079,635 which includes a contingency. The City receive an amendment on 08/12/2022 for 14.3 million dollars to move forward with several Water infrastructure projects within the City. DM Sylvia Miledi

Recommendation: Accept the bid from **CORA CONSTRUCTION** for Schedule Bid Item B in the amount of \$838,695 to construct a new L Street Water Booster Station on L Street & Highland. With a project total of \$1,079,635 including contingency. Direct Staff to issue a Notice of Award and Notice to Proceed for the project.

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

City Management Review: 

Date: 8/18/22

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

AGENDA ITEM: 33

City of Needles

SEALED BID OPENING

PROJECT NAME: Lillyhill & L Street Water Booster **DATE:** 02/17/2022 - 3:30 p.m.

BIDDER		DECLARATION	ADDENDUMS	BID BOND	DIR	CERTIFICATES	TOTAL BID
1	Cora Construction	Lillyhill Booster	✓	✓	✓	✓	\$ 2,086,775.00
		L Street Booster					\$ 838,695.00
		TOTAL					\$ 2,925,470.00
2	Metro Builders & Engineers	Lillyhill Booster	✓	✓	✓	✓	\$ 2,307,304.78
		L Street Booster					\$ 782,263.00
		TOTAL					\$ 3,089,567.78
3	Pacific Hydrotech Corp	Lillyhill Booster	✓	✓	✓	✓	\$ 2,435,925.78
		L Street Booster					\$ 852,210.00
		TOTAL					\$ 3,288,135.78
4	Pyramid Building & Engineering	Lillyhill Booster	✓	✓	✓	✓	\$ 2,447,920.78
		L Street Booster					\$ 792,920.00
		TOTAL					\$ 3,240,840.78
5	RSH Construction	Lillyhill Booster	✓	✓	✓	✓	\$ 2,414,035.78
		L Street Booster					\$ 1,041,490.00
		TOTAL					\$ 3,455,525.78

Present at Opening:

Tammy Ellmore

Alberto Pavia

Rainie Torrance

Pete Stamas - CA Water Board

Travis Gurter - RSH Construction

Emily Samarin - Cora Constructors

Udit Tambe - Metro Builders

Jimmy Garibaldo - Pacific Hydro

Karen Garrison - Pyramid Builders

Recorded by:

Tammy Ellmore



City of Needles, California

Request for City Council Action

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

Meeting Date: 08/30/2022

Title: Accept the cost increase for Construction Work by the Arizona Department of Transportation under the Intergovernmental Agreement in the total amount of \$214,824.

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

ADOT re-advertised on 06/24/2022 incorporating modifications to the bid package to help ensure lower bids next round. With escalating rise in cost the bid resulted in City's increase of \$214,824 for one-half of the project.

Fiscal Impact: Total project cost to date is \$2,839,648 with the City paying one-half the cost of \$1,419,824. Expending from the General Fund Reserves and reimbursing from a Grant administered by Caltrans from the Highway Bridge Program (HBP) at 88.53% results in \$1,256,970 return to the City. Below is a summary of Construction costs:

am Sylvia Miledi

PROJECT TOTAL		ADOT	CITY	
Original	\$1,000,000	-	-	Early Estimate
04/27/2021	\$1,600,000	\$800,000	\$800,000	Revised Estimate, PAID
04/12/2022	\$2,410,000	\$405,000	\$405,000	Revised Estimate, PAID
08/30/2022	\$2,839,648	\$214,824	\$214,824	Revised Estimate after BIDS, PENDING to PAY
		\$1,419,824	\$1,419,824	New Estimate
		88.53%	\$ 1,256,970	Reimbursed by CALTRANS
Grant from SBCTA Measure I County Funds			-\$98,470	Received PAYMENT
			\$64,384	Out of Pocket Cost after Reimbursements

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

AGENDA ITEM:

34

Recommendation: Accept the cost increase for Construction Work by the Arizona Department of Transportation under the Intergovernmental Agreement to be updated for an increase of \$214,824 to continue with the project. Using funds from General Fund Reserves and being reimbursed by Caltrans under the Highway Bridge Program (HBP) at 88.53%.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: 

Date: 8/18/22



City of Needles, California Request for Council Action

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

Meeting Date: August 30, 2022

Title: Authorize the transfer of funds from reserves to the Public Works budget in FY 23 not to exceed \$96,446.

Background: The existing skip loader in the public works yard is a 1990-unit, replacement parts are difficult to find, and the unit has outlived its useful life. The cemetery has a 1964-backhoe that also has outlived its useful life.

On March 1, 2022 staff issued a request for proposals for one new 74 HP skip loader with an 82" loader bucket and an 84" scraper box for Public Works, one new mini excavator with a 36 inch and 12 inch bucket for the Cemetery, and one 14lb load capacity tilt trailer to transport such equipment.

The City received one qualifying bid from Sonsray Machinery out of Las Vegas, NV and on March 22, 2022 Council authorized the purchase not to exceed \$169,169.

As of June 30, 2022 the tilt trailer, and mini excavator were received. The skip loader was not delivered by June 30th however, the unit is at the end of the production line and pending a final part to deliver the unit.

Finance is requesting authorization to purchase the skip loader in the new fiscal year 2023.

Fiscal Impact: Public Works was allocated \$140,000 during FY 22 mid-year for the purchase of a skip loader. The unit was not received before the fiscal year end.

Sm Sylvia Miledi

Recommended Action: Authorize the transfer of funds from reserves to the Public Works budget in FY 23 not to exceed \$96,446.

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 8/18/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 35

Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: 3-11-22

In compliance with the Invitation for Sealed Bids for one new 74 HP skip loader with an 82" loader bucket and an 84" box scraper. the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for one new 74 HP skip loader with an 82" loader bucket and an 84" box scraper.

MODEL:

CASE 570N EP

WARRANTY:

3 Years / 3000 Hours - \$0 Deductible

TOTAL BID PRICE - \$ 96,445.58

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, freight, and delivery charges but excludes Federal Excise Tax, if any.

DELIVERY DATE

5-25-22

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

BIDDER'S COMPANY

Sonsray Machinery

PRINT NAME - AUTHORIZED

RAY STAHL

ADDRESS

300 East Delhi Ave North Las Vegas NV
89032

AUTHORIZED SIGNATURE

[Signature]

TELEPHONE NUMBER

702-649-5012 ext 315

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? YES ☒ NO ☐

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS



WE MOVE MOUNTAINS

ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON

CASE
PARTNERSHIP

300 East Delhi Ave. • North Las Vegas • NV • 89032 TEL: (702) 649-5012

www.SonsrayMachinery.com

Ship To: City of Needles
817 3rd Street
Needles CA 92363-2933
Invoice To: City of Needles
817 3rd Street
Needles CA 92363-2933

Las Vegas
March 7, 2022
Prospect091729

rstahl-0456
760-326-2451
Purchase Order:

Sales Person: Ray Stahl

Attention: Rainie Torrance

EQUIPMENT QUOTE/SALES ORDER

CASE 570N EP Serial #: Stock #: 16125269 \$87,500.00

New Case 570N EP T4 Final - Tractor Loader
Open ROPS Canopy - 4WD
Ride Control, Comfort Steer and 3 Spool Package
Dual Tilt w/Holding Valve - Three Point Hitch - PTO Ready
82" 4 in 1 Loader Bucket - 84" Case Box Scraper - Additional Rear Counterweight
Cold Start Dual Battery - Mech Suspended Operators Seat Vinyl, w/ armrests
12x16.5, 10PR lug tread - 19.5LX24, 10PR STD
***Quote Expires 3/31/2022 ***Build Date 4/15 ***Estimated Delivery Date to Las Vegas 5/4/2022
***Unit Based on Availability ***Financing Available on Approved Credit (OAC)
*** NEW CASE FACTORY WARRANTY TO APPLY

1 YEAR WITH UNLIMITED HOURS - 2nd YEAR POWER TRAIN WARRANTY FOR UP TO 2,000 HOURS

***ADDITIONAL PURCHASE PROTECTION PLAN EXTENDED WARRANTIES ARE AVAILABLE FOR AN ADDITIONAL COST

SONSRAY SIGNATURE SERVICE - A commitment to providing excellent service. During the first year of ownership Sonsray will provide a loaner machine free of charge if we can not fix your machine within 48 hours from the time you have contacted our service department.

PPP-Premier 36/3000 (\$0 Deductible) \$1,765.33

Quoted Price	\$89,265.33
Sales Tax 7.75 %	\$6,781.25
Processing Fee	\$ 399.00
Cash Due or Finance Amount	\$96,445.58

NOTICE TO
PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____

Sales Consultant Ray Stahl

Date 3-11-22

Print Name _____

Date _____ Accepted By _____

Date _____



CITY OF NEEDLES

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

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

City Manager Richard Daniels

RECORD OF MINUTE ACTION

Councilmember Campbell moved, seconded by Councilmember Merritt, to authorize the purchase of one new 74HP Skip Loader in the amount of \$96,446, one new mini excavator for \$58,478 and one tilt trailer for \$14,245 from Sonsray Machinery not to exceed a total of \$169,169 using funds from the Cemetery capital equipment account of \$47,240 and the balance from Public Works Fiscal Year 2022 budget for said purchases.

Motion carried by the following roll call vote:

Ayes: Council Members Campbell, Evans, Merritt and Longacre
Noes: None
Absent: Mayor Williams and Councilmember Belt

I, Dale Jones, City Clerk of the City of Needles, California, do hereby certify that the aforementioned is a true and correct copy of the official action taken at the regular meeting of the City Council of the City of Needles, California, held on the 22nd day of March 2022.

Dale Jones, CMC
City Clerk
(SEAL)

Date: March 23, 2022



City of Needles, California Request for Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Adjourned Regular ☐ Special

Meeting Date: August 30, 2022

Title: Resolution No. 2022-64 approving a First Amendment to Agreement between the City of Needles and Needles Unified School District for a Sheriff's Service Specialist for the 2022-2023 school year

Background: The sheriff's dept has provided City Manager Daniels with a new schedule A for law enforcement services that includes "salary increases for staff effective 07-30-2022" which has a ripple effect on the sheriff's service specialist position. In light of this increased cost, a First Amendment to Agreement with the School District is needed to share the total cost 50%-50%.

Fiscal Impact: The additional \$1,390 will be picked up at budget revisions making budget line item 225-2010-421.31-80 (COPS) a total of \$92,983 of which half is to be reimbursed by the School District (\$46,491.50). No financial impact on the general fund.

Recommendation: Waive the reading and adopt Resolution No. 2022-64 approving a First Amendment to Agreement between the City of Needles and Needles Unified School District for a Sheriff's Service Specialist for the 2022-2023 school year.

Submitted By: Cheryl Sallis, Community Services Manager

City Management Review: Rick

Date: 8/15/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 36

RESOLUTION NO. 2022-64

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, APPROVING A
FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF NEEDLES AND NEEDLES UNIFIED SCHOOL
DISTRICT FOR A SHERIFF'S SERVICE SPECIALIST
FOR THE 2022-2023 SCHOOL YEAR

WHEREAS, CITY and DISTRICT entered into an Agreement dated May 24, 2022, providing for a shared cost of a Sheriff's Service Specialist with applicable equipment for the 2022-2023 school year; and

WHEREAS, on July 27, 2022, CITY was provided an updated Schedule A to its Contract with the San Bernardino County Sheriff's Department which included MOU (personnel) increases to the CITY; and

WHEREAS, the May 24, 2022 Agreement shares the cost of the Service Specialist and equipment 50%-50% between the CITY and DISTRICT after deduction of a 10% contribution from the Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a First Amendment to Agreement between the City of Needles and Needles Unified School District for a Sheriff's Service Specialist for the 2022-2023 school year and authorizes the Mayor to sign same.

PASSED, APPROVED AND ADOPTED at an adjourned regular meeting of the City Council of the City of Needles, California, held on the 30th day of August, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the CITY OF NEEDLES, hereinafter referred to as "CITY", and NEEDLES UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

WHEREAS, CITY and DISTRICT entered into an Agreement dated May 24, 2022, providing for a shared cost of a Sheriff's Service Specialist with applicable equipment for the 2022-2023 school year; and

WHEREAS, on July 27, 2022, CITY was provided an updated Schedule A to its Contract with the San Bernardino County Sheriff's Department which included MOU (personnel) increases to the CITY; and

WHEREAS, the May 24, 2022 Agreement shares the cost of the Service Specialist and equipment 50%-50% between the CITY and DISTRICT after deduction of a 10% contribution from the Sheriff's Department; and

WHEREAS, after the 10% contribution from the Sheriff's Department, the updated contract cost of the Service Specialist will be \$92,983, an additional \$1,390 over the initial proposed cost, for the 2022-2023 school year. DISTRICT is willing to pay one-half of this cost for a total of \$46,491.50 which includes the cost of personnel and equipment during the 2022-2023 school year and CITY is willing to pay one-half of the Service Specialist cost for a total of \$46,491.50.

NOW, THEREFORE, CITY and DISTRICT hereby acknowledge the additional cost to the CITY for the Sheriff's Service Specialist and DISTRICT agrees to pay CITY \$46,491.50 as DISTRICT'S contribution for the services of the Service Specialist for the 2022-2023 school year.

Except as set forth herein, all other terms and conditions of the Agreement dated May 24, 2022, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

CITY OF NEEDLES

NEEDLES UNIFIED SCHOOL DISTRICT

Mayor

Superintendent

Dated: _____

Dated: _____



City of Needles, California Request for Council Action

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

Meeting Date: August 30, 2022

Title: Award the bid to Eberhard Equipment for a 2019 Jacobsen Mower not to exceed \$24,712.

Background: The City of Needles Golf Course currently utilizes a 1991 mower which is does not currently operate. The costs to continually replace parts which are difficult to find is becoming an encumbrance on staff. There is a cost benefit to purchase a new unit vs an old unit is approximately \$25,000. Due to the high demand of units there is long lead times for new units.

The City went out to bid in September 2022 for a new or used reel wheel mower and received one qualifying bid from Eberhard Equipment for a 2019 Jacobsen mower with 2000 hours, has new reels and the unit meets all the bid specifications. In addition, there is a 30-day warranty on the unit. The total cost for unit is \$24,712 which includes shipping, California taxes, documentation fees, etc.

Fiscal Impact: The original over seed irrigation budget included the entire golf course, staff is saving costs by not over seeding the fairways and instead apply a painting program because of the cost of seed and the esthetics of the golf course. The costs saving of reducing the overseeding area is \$26,000.

Sm Sylvia Miledi

Recommended Action: Award the bid to Eberhard Equipment for a 2019 Jacobsen Mower not to exceed \$24,712.

Submitted By: JJ DeLeon, Rivers Edge General Manager/Director of Golf

City Management Review: TR

Date: 8/18/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 37

Specifications Compliance

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. **Any specification left blank shall be considered a non-responsive Bid and will be rejected.** Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

Check the box for each line specification below if included in the specification:

one new or used large area reel mower

- ☒ Fuel Capacity: Minimum 14 gallons
- ☒ Reel Drive: Electric or Hydraulic
- ☒ 2-wheel drive
- ☒ Mow speed: 0-10 mph
- ☒ Width of cut: 100 inches (254 cm)
- ☐ Accessories: Rear Roller Brushes,
Universal Groomer,
Grass Baskets,
Verticutter
- ☒ 3-cylindar 24.8 hp at a minimum
- ☒ Warranty included

Note: please provide a picture, the full specification, warranty details and a detailed quote for the proposed unit

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORM

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

Used Jacobsen LF 3800

Fairway mower with 2000 hrs.

Includes fresh reel grind

2wd with optional ROPS and canopy

Just finished servicing

SUBJECT TO AVAILABILITY

Accessories:

Machine is equipped with groove rollers.

Does not come with brushes, universal groomers verticutters and grass baskets.

Warranty: 60 Days

100% the first 30 days

50% the second 30 days.

Against defect.

To be performed at our shop.

Does not include transportation

Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: 08-10-2022

In compliance with the Invitation for Sealed Bids for one new or used large area reel mower. the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for one new or used large area reel mower.

MODEL: Jacobsen LF 3800

WARRANTY: 60 days

TOTAL BID PRICE - \$ \$24,712

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, freight, and delivery charges but excludes Federal Excise Tax, if any.

DELIVERY DATE 7 days upon receiving the order

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

BIDDER'S COMPANY

PRINT NAME - AUTHORIZED

Eberhard Equipment

Carlos Gutierrez

ADDRESS

AUTHORIZED SIGNATURE

2506 S. Harbor Blvd. Santa Ana Ca. 92704

TELEPHONE NUMBER

Cell. 714.412.3984 Off. 714.957.1111

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? YES ☒ NO

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS



Kubota

EBERHARD EQUIPMENT

Quote Page 1 of
Quote Number: 410810
Effective Date: 08/10/2022
Valid Through: 08/31/2022

Ship To

Kubota Dealer

Bill To

City Of Needles
Jarrod De Leon
144 Marina Dr.
Needles, CA 92363
Mobile: (760) 220-2268
Work: (760) 326-3931
jjdeleon@golfneedlesca.com

EBERHARD EQUIPMENT
2506 S. HARBOR BLVD.
SANTA ANA, CA 92704
Carlos Gutierrez
Phone: (714) 412-3984
Email:
cgutierrez@eberhardequipment.com

City Of Needles
Jarrod De Leon
144 Marina Dr.
Needles, CA 92363
Mobile: (760) 220-2268
Work: (760) 326-3931
jjdeleon@golfneedlesca.com

Equipment Detail

Description	Manufacturer	Model #	Qty	MSRP	Price Each	Total
Kubota Diesel, 37hp., 17 gall fuel tank capacity, cutting width 100",	JACOBSEN	LF3800	1	\$24,712.00	\$22,934.57	\$22,934.57

Cash Details

Equipment Total	\$22,934.57
Additional Charges	\$0.00
Tax	\$1,777.43
Cash Sale Price	\$24,712.00

INCLUDES FREIGHT

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions





City of Needles, California Request for Council Action

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

Meeting Date: August 30, 2022

Title: Authorize \$339,000 to Petrelli and \$35,000 to Procure Replacement Poles for the City of Vernon for the River Road Transmission Crossing Damage Repair

Background: On Thursday, August 11, 2022 at approximately 4:30 p.m. California Highway Patrol (CHP) contacted the emergency services number and reported multiple powerlines were down on the I 40 near the River Road exit. It is expected that a microburst went through the area as there was damaged to adjacent properties.

Crews responded and removed 600 feet of 69 kv transmission and 12 kv distribution from the highway to allow traffic to resume. It was also discovered that poles located to the north and south were also damaged. A total of four (4) poles and approximately 1500 feet of transmission and distribution wire were damaged.

The NPUA's contracted emergency crew Petrelli has been contacted to make urgent repairs as this pole line is the main backup transmission line to feed the City of Needles. The contractor is estimating the cost to be \$374,000 max of which \$314,000 is labor, \$35,000 to replace the poles that were borrowed from the City of Vernon and \$25,000 in materials.

Fiscal Impact: To be funded by the electric operating budget and reported to the insurance company as a claim.

Sm Sylvia Miledi

Recommended Action: Authorize \$339,000 to Petrelli and \$35,000 to Procure Replacement Poles for the City of Vernon.

Submitted By: Rainie Torrance, Assistant Utility Manager
Justin Scott, Electric Line Crew Supervisor

City Management Review: *Rick*

Date: *8/18/22*

Approved: ☐

Not Approved: ☐

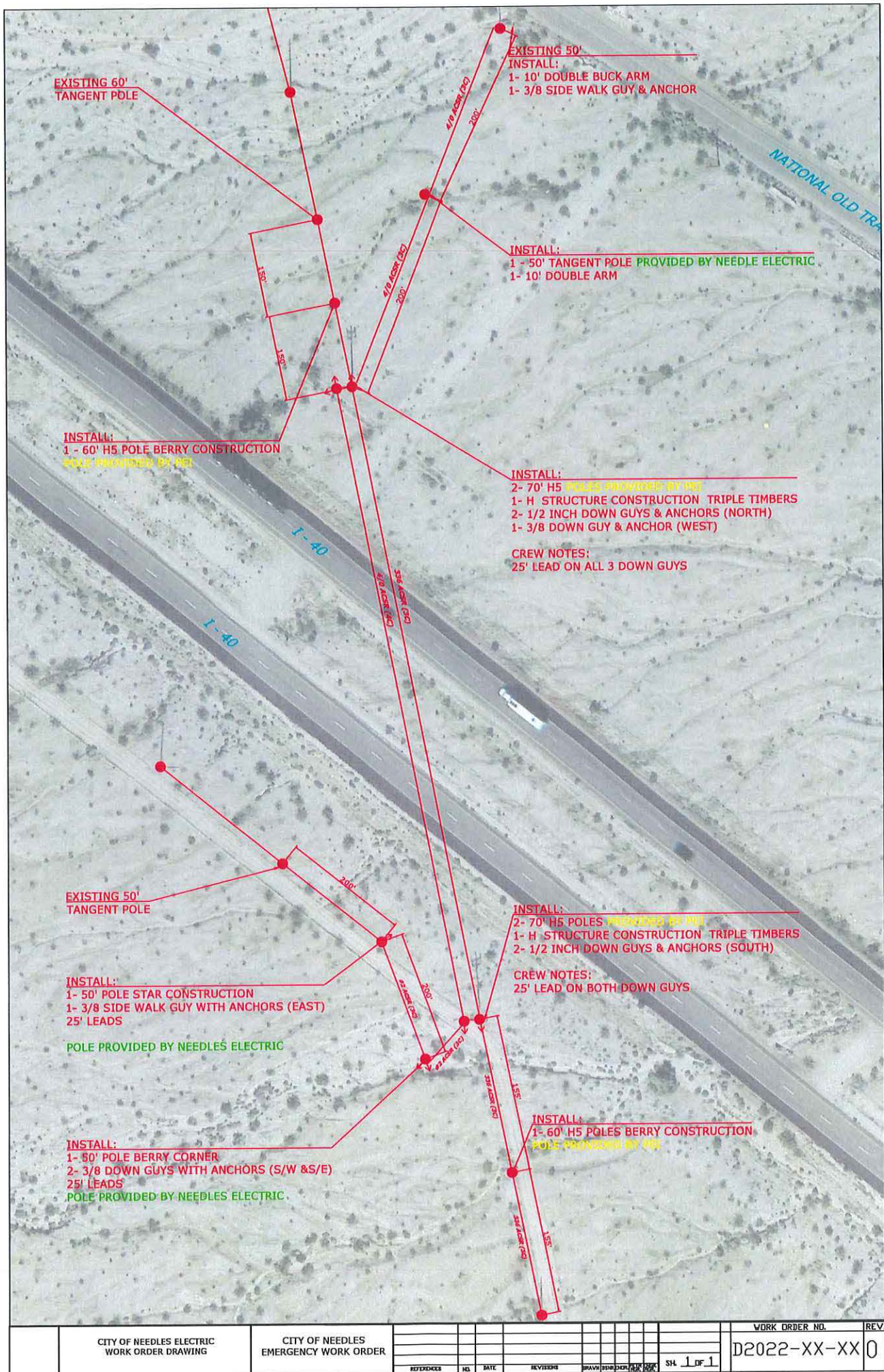
Tabled: ☐

Other: ☐

Agenda Item: *38*

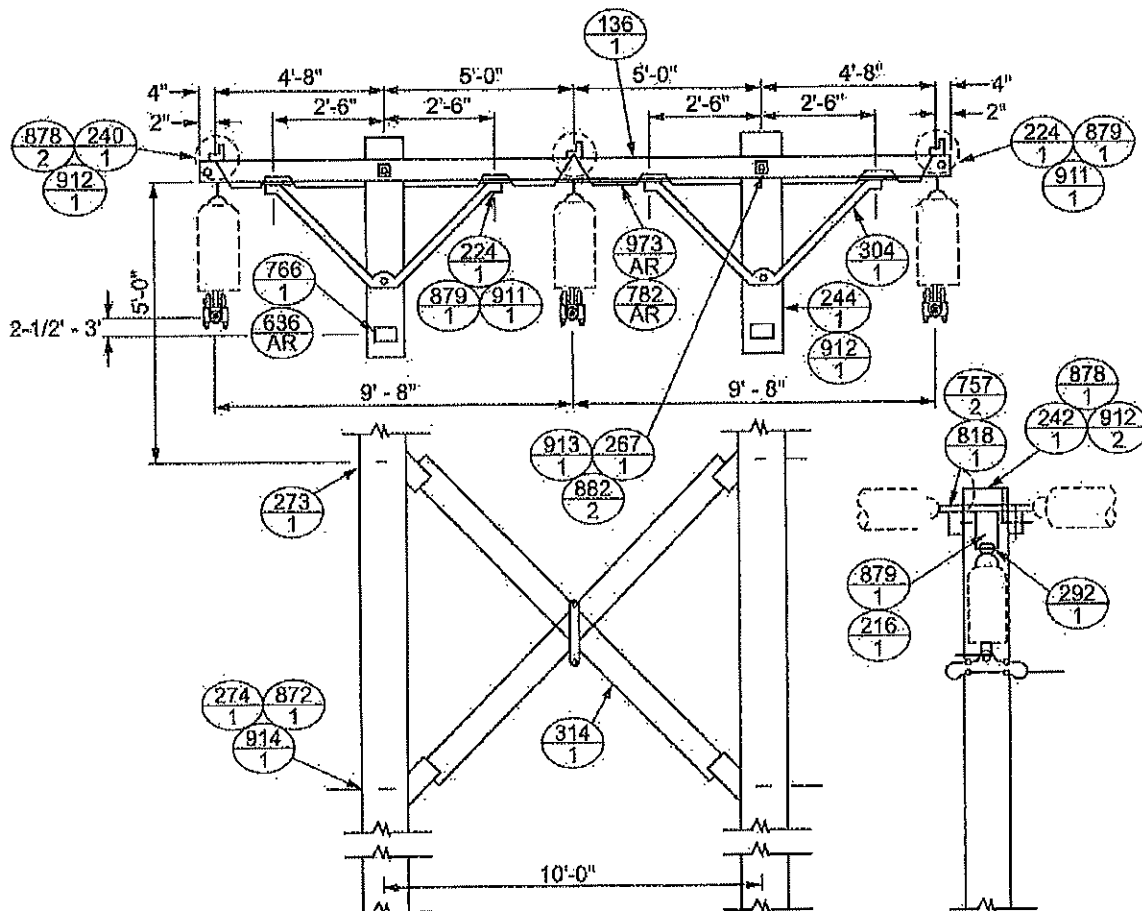


River Road
Transmission
Damage Images
August 11, 2022



TO 318 Single Circuit 66 kV, Double-Arm Suspension or Deadend Insulator, "H" Frame

Figure 318-1: "H" Frame, Double Arm, Suspension or Dead-End




REFERENCES:

TO 100 High Voltage Signs
TO 400 No. and Type of Insulators
TO 400 Conductor Clamps
TO 700 Bonding

Note(s):

1. Allowable vertical load at each end of crossarm: 3,400 lb

TO 318	Single Circuit 66 kV, Double-Arm Suspension or Deadend Insulator, "H" Frame	Approved by: 
Sheet 1 of 2	What's Changed?	Effective Date:
TOH		01-05-2007



City of Needles, California Request for Council Action

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

Meeting Date: August 30, 2022

Title: Authorize Route 66 Broadband formally known as Golden Valley Cable Company to install internet services to communicate with the Advanced Metering Infrastructure (AMI) Project not to exceed \$24,000

Background: The City entered into an agreement with Golden Valley Cable Company now known as Route 66 Broadband on April 5, 2018 for internet services. The Landis+Gyr network required hard wired broadband to the substations to transmit meter reads. It was anticipated that all but one substation had access to broadband. However, all substations had to have new broadband wire installed.

Fiscal Impact: To be funded by the approved total project cost of \$2,090,059 for Electric utilizing a portion of the contingency. This award was approved on August 10, 2021.

 Sylvia Miledi

Recommended Action: Authorize Route 66 Broadband formally known as Golden Valley Cable Company to install internet services to communicate with the Advanced Metering Infrastructure (AMI) Project not to exceed \$24,000

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 39



City of Needles, California Request for Council Action

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

Meeting Date: August 30, 2022

Title: Cannabis Tax Audits

Background: In June of 2022 the City sent out Request for Proposals (RFP) for Cannabis Tax Field Audits to seven companies. Advertising was also published in the local newspaper and posted on the City website. The proposal period closed on July 28, 2022 and the following sealed bids were received:

HdL Companies \$ 10,000 per entity 1st year then
adjusted for CPI

Vasquez & Company LLP Maximum \$ 7,000 per entity

Although Vasquez & Company LLP is the lowest bidder, and has done our Cannabis audits for two years, most of their experience is with government entities, not auditing cash industries. HdL Companies has vast experience in Cannabis compliance and audits. They have worked with over 175 California cities and counties on cannabis-related programs and use their proprietary Cannabis Analytical Testing System in audits.

Earlier analysis indicated a broad spread from \$7-\$51 in revenue/sq ft for cultivation. Cannabis audits are an important way to provide third party assurance that taxes are being paid as required.

Fiscal Impact: A maximum estimated cost of \$160,000 which includes 15 Cannabis audits and \$10,000 in additional consulting fees. An estimate of \$69,600 was already appropriated in the FY 23 budget and the additional \$90,400 from General Fund reserves.

Recommendation:

Award contract to HdL Companies to perform Cannabis Tax Audits for calendar years 2021 and 2022.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: _____

Date: 8/18/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 40



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: August 30, 2022

Title: 2022 San Bernardino State of the County

Background: The annual San Bernardino County State of the County is scheduled for Wednesday, October 5, 2022, from 3 pm to 6:30 pm, followed by a networking reception from 6:30 pm to 8:30 pm.

Fiscal Impact: The cost for the conference is \$60, plus \$69 per diem and mileage at \$0.625 per mile (220 miles per direction) for a total cost of approximately \$404 per councilmember.

Recommendation: Move to approve those interested to attend the 2022 San Bernardino County State of the County on October 5, 2022, at the Ontario Convention Center at an estimated cost of \$404 per Council Member.

Submitted By: Dale Jones, CMC, City Clerk

City Management Review:

R. Jones

Date:

8/22/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 41

SAVE THE DATE

October 5th, 2022

\$50 Pre-sale

\$60 General

Main Event

3:00 p.m. - 4:30 p.m. | Speaker Series

4:30 p.m. - 5:30 p.m. | Registration

5:30 p.m. - 6:30 p.m. | Main Event

6:30 p.m. - 8:30 p.m. | Networking Reception

Ontario Convention Center

2000 E Convention Center Way, Ontario, CA 91764

SAN BERNARDINO COUNTY

STATE *of the* COUNTY

2022 - VISION FORWARD



BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)

FIRST DISTRICT
SUPERVISOR

JANICE RUTHERFORD

SECOND DISTRICT
SUPERVISOR

DAWN ROWE

VICE CHAIR
THIRD DISTRICT
SUPERVISOR

CURT HAGMAN

CHAIRMAN
FOURTH DISTRICT
SUPERVISOR

JOE BACA, JR.

FIFTH DISTRICT
SUPERVISOR

LEONARD X. HERNANDEZ

CHIEF EXECUTIVE OFFICER



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: August 30, 2022

Title: League of California Cities Annual Conference Resolution

Background: Vice Mayor Edward Paget and Councilmember Ellen Campbell have been appointed Needles Alternate Voting Delegates at the Annual League of California Cities Conference scheduled for September 7-9 in Long Beach. Please provide council direction on the Leagues proposed resolution to be considered at the Conference.

Fiscal Impact: N/A

Environmental: N/A

Recommendation: I MOVE to vote in favor OR in opposition on the following resolution:
1) Resolution relating to Amendments to the Cal Cities Bylaws

Submitted By: Dale Jones, City Clerk

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 42

Dale Jones

From: City_clerks <city_clerks-bounces@lists.cacities.org> on behalf of Norman Coppinger <ncoppinger@calcities.org>
Sent: Tuesday, August 9, 2022 2:17 PM
To: city_clerks@lists.cacities.org
Subject: [City_clerks] Notice of Proposed Bylaws Amendments to be Considered at General Assembly
Attachments: 8.8.22 General Assembly Bylaws Packet_Final.pdf; ATT00001.txt

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

August 9, 2022

TO: Mayors and Council Members, City Managers, and City Clerks

RE: Cal Cities 2022 Annual Conference
Notice of Proposed Bylaws Amendments to be Considered at General Assembly

During its July meeting, the League of California Cities Board of Directors approved proposed amendments to enhance Cal Cities' governance and effectuate technical changes. The proposed bylaws amendments will go before the General Assembly for a vote during the 2022 Cal Cities Annual Conference and Expo in Long Beach. At least two-thirds of the General Assembly must vote in favor of the proposed bylaws amendments in order for them to take effect.

Proposed Bylaws Amendments: The attached General Assembly packet includes background information on the proposed amendments, a resolution for adopting the amendments, and a redlined version of the proposed changes to the bylaws. The packet is also available on the Cal Cities website, www.cacities.org/proposedbylawsamendments for your convenience.

Specifically, the proposed bylaws amendments would accomplish the following:

1. Formalize oversight of the Resolutions Committee by establishing the Second Vice President as the chair of the committee, while retaining the President's authority to appoint the vice chair of the committee.
2. Ensure a more inclusive Nominating Committee by adding a committee member appointed by the Cal Cities President from among the Caucus Board Directors and one additional committee member appointed by the Cal Cities President from among the At-Large Directors for a total of 13 committee members.
3. Clarify that, unless the Board establishes otherwise, the Cal Cities President appoints the chair of Board-established committees.
4. Make various minor technical corrections.

Voting Delegates: In order to vote during the General Assembly, your city council must designate a voting delegate. If your city has already made its appointment for the 2022 Annual Conference and

provided your city's voting delegate information to Cal Cities, your delegate may pick up his/her credentials upon arriving at the conference. If your city has not made its appointment, please complete the Voting Delegate form located on the Cal Cities website www.calcities.org/resolutions under the "voting delegates" section, and email it to Darla Yacub at dyacub@calcities.org by Friday, September 2.

Cities are encouraged to consider the proposed bylaws amendments prior to their delegate's vote at the Closing Luncheon and General Assembly, which will be held on Friday, Sept. 9, at 11:30 a.m. If you have any questions regarding these materials, please contact me at ncoppinger@calcities.org or by phone at 916.658.8277.

Warm Regards,

Norman Coppinger

Deputy Executive Director, Finance & Operations
League of California Cities
Office: 916-658-8277
Cell: 916-600-8948
ncoppinger@calcities.org | www.calcities.org



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LEAGUE OF
**CALIFORNIA
CITIES**

2022 Annual Conference and Expo

PROPOSED BYLAWS AMENDMENTS

*General Assembly
September 9, 2022*



**2021-2022
CAL CITIES OFFICERS**

August 2022

President

Cindy Silva
Mayor Pro Tem,
Walnut Creek

To: Cal Cities General Assembly
From: Cindy Silva, President
Carolyn Coleman, Executive Director and CEO
Re: Proposed Cal Cities Bylaws Amendments

First Vice President

Ali Taj
Council Member,
Artesia

Second Vice President

Daniel Parra
Council Member,
Fowler

Immediate Past President

Cheryl Viegas Walker
Council Member,
El Centro

**Executive Director
and CEO**

Carolyn M. Coleman

On July 15, 2022, the League of California Cities (Cal Cities) Board of Directors (Board) voted to present proposed bylaws amendments to the General Assembly at the 2022 Cal Cities Annual Conference and Expo. This memorandum outlines the history of the proposed amendments, summarizes the amendments, and provides an explanation of the process for adopting amendments to the bylaws.

Background

Beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the “Powering Up for California Cities Strategic Growth Plan 2018-2021” (Strategic Growth Plan). The Strategic Growth Plan set forth goals to enhance Cal Cities’ governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities’ mission; and (c) ensure the pathway to leadership is transparent and inclusive.

In furtherance of its governance goals, the Board engaged an association governance consultant (Consultant) to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities’ governance. The Consultant gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys. On July 8, 2021, the Consultant produced a report (Governance Report) detailing 49 recommendations to the Board to deepen the engagement of Cal Cities Member Cities and ensure Cal Cities’ governance is operating at peak performance.

The Governance Report included findings indicating that Cal Cities is a strong organization, with a high level of member engagement, but also highlighted opportunities for Cal Cities to enhance its governance. The opportunities for enhancement included: (a) improving the clarity, ease, and consistency in how the governance system works; (b) clarifying the guidelines for position qualifications and performance expectations; (c) identifying ways to deepen member engagement and enhance the quality of the experience of involvement; and (d) ensuring Cal Cities has an intentional, consistent organizational culture at all levels of the governance system.

The findings and recommendations from the Governance Report were presented to the Board during the July 2021 Board meeting. Following a robust exchange of ideas and input, the Board decided to move forward with many of the recommendations, referred other recommendations to a “to be established” board subcommittee for further study, and deferred consideration of the remaining recommendations.

Following Board approval, in September 2021 during the Cal Cities Annual Conference and Expo, the General Assembly voted to approve the following bylaws amendments:

1. Adjust the composition of the Board to achieve a higher impact and be more representative by adding Director seats to the Board for each of the five Diversity Caucuses, and transitioning members of the National League of Cities Board from Cal Cities Directors to one non-voting advisor to the Cal Cities Board.
2. Recognize the Cal Cities Diversity Caucuses in the Cal Cities bylaws to reflect the full contribution the caucuses make to Cal Cities’ mission and vision.

Those amendments became effective on Nov. 24, 2021.

Among the recommendations the Board decided was a priority to move forward was the establishment of a standing Governance Committee to assist the Board in fulfilling its governance function.

At its February 2022 meeting, the Board voted to approve Board policy establishing the Governance Committee with the task of regularly reviewing the governance structures, policies, and practices of Cal Cities and reporting its findings and recommendations to the Board. The Board also approved a one-year work plan for the Governance Committee that established priority governance issues to focus on in its first year.

Following the Board meeting, President Cindy Silva appointed the following Board members to serve on the Governance Committee:

- Cheryl Viegas Walker, Immediate Past President and Council Member, El Centro, Chair
- Walt Allen, Council Member, Covina
- Jan Arbuckle, Vice Mayor, Grass Valley
- LaTanya Bellow, Deputy City Manager, Berkeley
- Pippin Dew, Council Member, Vallejo
- Lynne Kennedy, Mayor Pro Tem, Rancho Cucamonga
- Karen Goh, Mayor, Bakersfield
- Jim Lewis, City Manager, Pismo Beach
- Lisa Middleton, Mayor, Palm Springs
- John Minto, Mayor, Santee
- David Pollock, Council Member, Moorpark

The Governance Committee met in April 2022, and following engaging and productive discussions, brought forward to the Board at its May 2022 meeting several recommendations to further enhance Cal Cities' governance. Among the recommendations approved by the Board during that meeting are two that require bylaws amendments:

1. Formalize oversight of the **Resolutions Committee** by establishing the Second Vice President as the chair of the committee, while retaining the President's authority to appoint the vice chair of the committee.
2. To ensure a more inclusive **Nominating Committee**, add one committee member appointed from among the Caucus Directors and one additional committee member appointed from among the At-Large Directors for a total of 13 committee members.¹

In addition to those recommendations identified by the Governance Committee and approved by the Board, Cal Cities staff identified various non-substantive revisions to the Cal Cities bylaws:

1. Clarify that, unless the Board establishes otherwise, the **Cal Cities President appoints the chair of Board-established committees.**
2. To avoid confusion and clarify organizational responsibilities, remove "Treasurer" from the **title of the Second Vice President.**²
3. To promote consistency, replace the term "Board member(s)" with "**Director(s).**"³

On July 15, 2022, the Board voted to present these proposed bylaws amendments to the General Assembly at the 2022 Cal Cities Annual Conference and Expo.

While the work to enhance Cal Cities' governance is a process being implemented in phases over several years, the Board believes these proposed amendments constitute important next steps toward ensuring Cal Cities' governance is operating at peak performance.

¹ Under the current bylaws, the Nominating Committee is comprised of 11 Directors. Two committee members are appointed from among At-Large Directors and one from a Department. Divisions participate on a rotation, with Directors residing within eight of the Divisions appointed in even-numbered years and Directors from the other eight appointed in odd-numbered years.

² Under the current bylaws, the Second Vice President is referred to as "Second Vice President/Treasurer." However, in practice the Second Vice President does not serve as treasurer of Cal Cities. Rather, that function is performed by the Chief Financial Officer designated in Article VIII, section 5, subdivision b(2), of the Cal Cities bylaws.

³ The current bylaws primarily refer to members of the Cal Cities Board of Directors as "Directors." However, there are instances in which they are referred to as "Board members."

Procedure for Amending the Cal Cities Bylaws

Amendments to the Cal Cities bylaws may be proposed by the Cal Cities Board and may be adopted: (a) by vote of the Cal Cities General Assembly, or (b) by mail ballot to Member Cities.⁴ In this case, the amendments will be considered by the General Assembly. Bylaws amendments need to be approved by 2/3 of those voting,⁵ and the number that constitutes 2/3 of those voting (a) cannot be less than a majority of the voting delegates present if there is a quorum at the time the vote is taken;⁶ or (b) cannot be less than a majority of a quorum if the meeting started with a quorum but a quorum is not present when the vote is taken.⁷

If approved by the General Assembly, the amendments to the bylaws will go into effect after the expiration of a 60-day protest period.⁸ If, within 60 days after the adoption of the amendments, one-third or more of Member Cities submit a written protest against such amendments, the amendments are automatically suspended until the next Annual Conference and Expo, when they may be taken up again for reconsideration and vote.⁹ If the amendments are approved by the General Assembly and no protest is lodged, the effective date of the bylaws amendments will be Nov. 9, 2022.

⁴ Article XVII, Section 1.

⁵ Article XVII, Section 2.

⁶ Cal. Corp. Code 7512, subd. (a).

⁷ Cal. Corp. Code 7512, subd. (d).

⁸ Article XVII, section 6.

⁹ Article XVII, section 7.

RESOLUTION RELATING TO AMENDMENTS TO THE CAL CITIES BYLAWS
(2/3 vote at General Assembly required to approve)

Source: *League of California Cities Board of Directors*

WHEREAS, the League of California Cities (Cal Cities) is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the Cal Cities Board of Directors (Board) periodically reviews the Cal Cities bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership needs and interests; and

WHEREAS, beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the “Powering Up for California Cities Strategic Growth Plan 2018-2021” (Strategic Growth Plan); and

WHEREAS, the Strategic Growth Plan set forth goals to enhance Cal Cities’ governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities’ mission; and (c) ensure the pathway to leadership is transparent and inclusive; and

WHEREAS, in furtherance of its governance goals, the Board engaged an expert in association governance who gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities’ governance; and

WHEREAS, in July 2021 the Board decided to move forward with certain recommendations made as a result of that governance evaluation, including a recommendation to establish a standing Governance Committee of the Board to assist the Board in fulfilling its governance function; and

WHEREAS, in February 2022 the Board approved Board policy establishing the Governance Committee and charging it with regularly reviewing the governance structures, policies, and practices of Cal Cities, and reporting its findings and making recommendations to the Board; and

WHEREAS, in 2022 the Governance Committee recommended, and the Board, approved certain changes to the bylaws that: (1) formalize the oversight of the Resolutions Committee; (2) ensure a more inclusive Nominating Committee by adding one committee member appointed from among Caucus Directors and one additional committee member appointed from among At-Large Directors; (3) clarify that, unless the board establishes otherwise, the Cal Cities President appoints the chair of board-established committees; and (4) make various non-substantive revisions; and

WHEREAS, the Cal Cities Board offers the following proposed amendments and additions to the bylaws, as set forth in the attached redlined version of the bylaws specified below, which is hereby incorporated by reference:

1. Amend Article VI, section 3(c) to designate the Second Vice-President as the Resolutions Committee chair, while retaining the President's authority to appoint the vice chair of the Resolutions Committee;
2. Amend Article VII, section 5(b) to adjust the composition of the Nominating Committee by adding one At-Large Director and one Caucus Director for a total of 13 Nominating Committee members;
3. Amend Article VII, Section 10(d) to provide that, *unless the Board establishes otherwise*, the Cal Cities President appoints the chair of board-established committees;
4. Replace the title "Second Vice-President/Treasurer" with "Second Vice President" in Article VII, sections 2(a), 5(e), and 10(b); and Article VIII, sections 1, 2(c), and 4;
5. Replace the term "board member(s)" with "Director(s)" in Article VII, sections 5(b), 5(e), and 8; Article XII, section 5(c); and Article XV, section 4; and

now therefore, be it

RESOLVED, by the General Assembly of the League of California Cities assembled during the Annual Conference in Long Beach on September 9, 2022, that the proposed bylaws amendments are hereby approved and Cal Cities shall make the specified amendments to the Cal Cities bylaws set forth in the attached redlined version of the bylaws.

See ATTACHMENT 1 for redline of proposed changes to the bylaws.

ATTACHMENT 1
Redline of Proposed Changes to Bylaws

Bylaws for the League of California Cities

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Article VI. Resolutions

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Section 3: Resolutions Committee for Annual Conference Resolutions.

(a) Resolutions Committee Composition. The Cal Cities President establishes a Resolutions Committee sixty days prior to each Annual Conference, which committee shall consist of:

- (i) One elected official from each regional division, appointed by the regional division;
- (ii) One elected official from each policy committee, appointed by the policy committee;
- (iii) One member from each functional department, appointed by the department;
- (iv) One elected official from each caucus, appointed by the caucus; and
- (v) Up to ten additional members (at least five of whom are elected officials) as the Cal Cities President deems necessary to achieve geographic and population balance, as well as recognize the multiplicity of city functions not represented by the other appointments, including, but not limited to, the perspectives of board and commission members as well as professional staff.

(b) Presidential Appointments. In the event a regional division, policy committee, functional department, or caucus does not make its appointment to the Resolutions Committee, the Cal Cities President may make the appointment on the regional division's, policy committee's, functional department's, or caucus's behalf.

(c) Chair. The Cal Cities ~~President shall also appoint to the Resolutions Committee a committee chair and vice chair~~Second Vice-President shall serve as committee chair. The Cal Cities President shall also appoint to the Resolutions Committee a vice chair.

(d) Minimum Committee Size and Composition. In the event the full committee is not in attendance at the Annual Conference, the Cal Cities President shall appoint a sufficient number of city officials in attendance to achieve a total of thirty. No less than two-thirds of the members of the Resolutions Committee shall be elected officials.

- (e) **Committee Consideration of Proposed Resolutions.** Except for resolutions of courtesy, commendation, appreciation or condolence, no resolution expressing the opinion or policy of Cal Cities on any question may be considered or discussed by Cal Cities' General Assembly, unless it has been first submitted to, and reported on, by the Resolutions Committee.

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Article VII: Board of Directors

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Section 2: Composition.

The Cal Cities Board is composed of the following:

- (a) A President, First Vice-President and Second Vice-President/~~Treasurer~~, who each serve a term of one year;
- (b) The Immediate Past President who serves for a term of one year, immediately succeeding his or her term as President;
- (c) Twelve Directors-at-Large,
 - (i) Who serve staggered two-year terms, and
 - (ii) At least one of whom is a representative of a small city with a population of 10,000 or less;
- (d) One Director to be elected from each of the regional divisions, functional departments, and caucuses of Cal Cities, each of whom serves for a term of two years; and
- (e) Ten Directors that may be designated by the mayors of each of the ten largest cities in California to serve two-year terms.
- (f) For purposes of this section, the population of each city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine these dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining city population.
- (g) Directors hold office until their successors are elected and qualified.

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Section 5: Nomination Process.

- (a) **Timing.** The Cal Cities President, with the concurrence of the Cal Cities Board, shall establish a nominating committee at the first Board meeting of the calendar year in which the election is to occur.
- (b) **Composition.** The nominating committee shall be comprised of ~~eleven~~ thirteen ~~Board members~~ Directors. ~~Three~~ Two nominating committee members shall be At-Large Directors, ~~and one shall represent a functional department, and one shall represent a caucus.~~ Regional divisions shall be represented on the nominating committee on the following rotating basis:
- (i) **Even-Numbered Years:** In even-numbered years, the Central Valley, Imperial County, Monterey Bay, North Bay, Orange County, Redwood Empire, Sacramento Valley and San Diego County Regional Divisions shall be represented on the nominating committee.
 - (ii) **Odd-Numbered Years:** In odd-numbered years, the Channel Counties, Inland Empire, Desert-Mountain, East Bay, Los Angeles County, Peninsula, Riverside County, and South San Joaquin Regional Divisions shall be represented on the nominating committee.
- (c) **Nominating Committee Chair.** The Cal Cities President shall appoint the chair of the nominating committee.
- (d) **Candidates for Positions Ineligible.** Candidates for officer and at-large positions on the Cal Cities Board are not eligible to serve on the nominating committee. In the event a regional division representative on the nominating committee wishes to be a candidate for an officer or at-large position, the Cal Cities President will appoint a substitute nominating committee member from the same regional division, if available. If one is not available, the President shall appoint a substitute from a nearby regional division.
- (e) **Duties.** The duties of the nominating committee are to:
- (i) **Member Outreach.** Publicize the qualifications for the offices of Second ~~Vice-Vice~~-President/~~Treasurer~~ and the at-large members of the Cal Cities Board to Cal Cities' Member Cities;
 - (ii) **At-Large and Second Vice-President Recommendations.** Make recommendations to the Cal Cities Board on the following year's Cal Cities officers and at-large ~~board members~~ Directors; and
 - (iii) **President and First Vice President Recommendation.** Recommend whether the previous year's First Vice President

becomes President and the previous year's Second Vice-
President/~~Treasurer~~ becomes First Vice President.

- (f) **Notice to Members.** An explanation of the nomination process and relevant deadlines for submitting nominations to the nominating committee shall be publicized in Cal Cities publications and communications throughout the year, along with the identity of nominating committee members once such members are appointed. In addition, the nominating committee shall inform the membership of the opening of the nominations for the following year when it makes its report to the general membership as provided in Article VI, Section 5(g) below.
- (g) **Decision and Report.** The nominating committee's recommendations shall be communicated to the Cal Cities Board not later than 30 days prior to the date of Cal Cities' Annual Conference and again at the Annual Conference. In addition, the nominating committee shall make its report to the membership at the opening general session of the Annual Conference.
- (h) **Election.** The election of Cal Cities Board officers and Directors-at-Large shall occur at a Cal Cities Board meeting at the Annual Conference as provided in Article VII, Section 4(c) and Article VII, section 3.

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Section 8: Meetings and Meeting Notice.

- (a) **Regularly Scheduled Board Meetings.** The Cal Cities Board shall meet no fewer than four times a year. Notice of regularly scheduled Board meetings shall be mailed to each Director at least 14 days before any such meeting.
- (b) **Emergency Board Meetings.** A good faith effort shall be made to provide notice of any emergency board meetings (for example, by first-class mail, personal or telephone notification, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means).
- (c) **Telephonic or Electronic Participation.** Members of the Cal Cities Board may participate in any meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting by this means constitutes presence in person at such meeting.
- (d) **Notice Content.** All meeting notices shall include the meeting date, place, time, and, as applicable, the means by which a Cal Cities ~~Board member~~Director may participate electronically.

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Section 10: Committees.

(a) **General.** The Cal Cities Board may establish committees to study city problems, advise on Cal Cities educational efforts, make recommendations with respect to Cal Cities advocacy efforts, or to engage in other appropriate Cal Cities service.

(b) Executive Committee.

- (i) **Composition.** The Executive Committee of the Cal Cities Board consists of the following: the Cal Cities President, First Vice-President, Second Vice-President/~~Treasurer~~, Immediate Past President and Executive Director.
- (ii) **Authority.** The Executive Committee has authority to act for the Cal Cities Board between Board meetings, provided that no action of the Executive Committee is binding on the Cal Cities Board unless authorized or approved by the Board.

(c) Standing Policy Committees.

- (i) **Charge.** Cal Cities shall have a series of standing policy committees, whose charge shall be to make recommendations to the Cal Cities Board on matters within the committees' jurisdiction, as well as fulfill other duties specified in these bylaws (see, for example, Article VI, section 4(b)).
- (ii) **Membership.** Each Cal Cities Policy Committee shall be comprised of the following:
 - Two members appointed by each regional division president;
 - One member appointed by each functional department president;
 - One member appointed by each caucus president;
 - No more than 16 members appointed by the Cal Cities President, to provide population and geographic balance, as well as expertise; and
 - Such representatives of affiliate organizations in the capacity authorized by the Cal Cities Board.
- (iii) **Feedback.** Policy committees shall receive information on actions taken on committee recommendations and the reasons for those actions.

- (d) **Committee Chairs and Vice Chairs.** Unless the Cal Cities Board establishes otherwise, ~~T~~the Cal Cities President appoints the chair of all Cal-Cities-wide committees. The term of such appointments coincides with the Cal Cities President's term. The Cal Cities President may appoint vice chairs for such committees, as the Cal Cities President deems necessary.

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Article VIII: Officers

Section 1: Identity.

The officers of Cal Cities are a President, a First Vice-President, a Second Vice-President/~~Treasurer~~, an Immediate Past President, and an Executive Director.

Section 2: Duties of Cal Cities Officers.

- (a) **President.** The President presides at all Cal Cities Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.
- (b) **First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.
- (c) **Second Vice-President/~~Treasurer~~.** The Second Vice-President/~~Treasurer~~ carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/~~Treasurer~~ has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.

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Section 4: Vacancies.

A vacancy in the office of President is filled by the Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/~~Treasurer~~, is filled for the un-expired term by appointment by the Cal Cities Board of a member of the Cal Cities Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

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Article XII: Voting

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Section 5: Mail Balloting.

In addition to voting at Cal Cities meetings, Cal Cities may solicit member input by mail ballot.

- (a) **Mailing.**¹⁰ The question(s) to be voted upon, along with explanatory materials and a ballot, shall be mailed by first class mail to each Member City for consideration and action.
- (b) **Time Frame for Action.** Member Cities shall have at least 45 days to cast their vote. Ballots shall be cast by returning the Member City's ballot to Cal Cities' principal office in Sacramento.
- (c) **Ballot Tabulation and Results Announcement.** The Cal Cities President will appoint a counting committee of three ~~board members~~Directors to count the votes cast by mail ballot. The counting committee will submit its count to the Cal Cities Board, which shall canvass the vote and announce the results.
- (d) **Functional Departments, Regional Divisions, and Caucuses.** Departments, divisions, and caucuses may also use mail balloting under procedures specified in their respective bylaws.

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Article XV: Prohibited Transactions

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Section 4: Ethical Considerations.

These restrictions, of course, represent the floor, not the ceiling, for ethical conduct as a Cal Cities ~~board member~~Director or policy committee member. If a ~~board member~~Director or policy committee member believes that there are circumstances under which Cal Cities' members might reasonably question the ~~board member's~~Director's or policy committee member's ability to act solely in the best interests of Cal Cities and its member cities, the prudent course is to abstain. As an example, typically Cal Cities ~~board members~~Directors have abstained from participating in decisions on legislation that would affect organizations for which they work. Another example is legislation that would uniquely benefit a ~~board member's~~Director's city. Policy committee members should also consider abstaining in similar circumstances.

¹⁰ The Administrative Services Committee recommends Cal Cities also include notice of the upcoming ballot in a variety of Cal Cities communications to alert Member Cities to make inquiry in the event a city's ballot is lost in the mail.