



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

## AGENDA

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

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

TUESDAY, APRIL 23, 2024  
COUNCIL EXECUTIVE SESSION - NONE  
CITY COUNCIL MEETING – 6:00 PM

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

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

If asked, enter the following: Meeting ID: 565 979 590#  
OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 565 979 590#  
The meetings are being recorded.

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

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

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

### PRESENTATION

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

1. Mayor Jernigan will present a Proclamation declaring April 2024 DMV Donate Life Month in the City of Needles (INF)
2. Mayor Jernigan will present a Proclamation recognizing Harold Rasplicka and his contribution to the Needles Community (INF)
3. Mayor Jernigan will present a Certificate of Appreciation to Arrowheart Foundation / Arrowhead Credit Union for their contributions to the Needles Community. (INF)

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

#### PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS

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

#### REGULAR NPUA / COUNCIL ITEMS

4. Authorize Staff to Reinstate the NPUA 3% Convenience Fee (ACT)

5. Approve extending the Electrical General Services Contract with Petrelli Electric Co. to April 25, 2028 (ACT)

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

**PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS**

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

**COUNCIL CONSENT CALENDAR** All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 6 through 11 on the Consent Calendar by affirmative roll call vote. (ACT)

6. Approve the Warrants Registers through April 23, 2024.
7. Approve the Minutes of April 9, 2024
8. Waive the reading and Adopt Resolution No. 2024-19 approving a Sixteenth Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2024-2025 fiscal year
9. Award RFQ to Tony Cossi Construction and U.S. National Corp. for Licensed Contractor Services for the Neighborhood Beautification Program and Authorize Staff to issue a Notice of Award and Notice to Proceed
10. Authorize the purchase of a John Deere 1550 TerrainCut commercial mower with 60" deck for the Parks and Recreation Department at a cost not to exceed \$26,000 to come from Parks and Recreation budgeted funds
11. Waive the reading and Adopt Resolution 2024-20 declaring the City's intent to issue tax-exempt obligations to be used to reimburse the City for expenditures to be made prior to the issuance of such obligations.

**END OF COUNCIL CONSENT CALENDAR**

**CITY MANAGER REPORT**

MANAGERS REPORT

**COUNCIL REQUESTS**

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

**ADJOURNMENT**

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

**Posted: April 19, 2024**

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

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

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

*Dated this 19th day of April 2024*

/s/ Dale Jones, CMC, City Clerk



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** April 23, 2024

**Title:** Reinstatement of the 3% NPUA Convenience Fee

**Background:** The NPUA initially required customers using debit or credit cards to pay a 3% convenience fee to offset the charges imposed by banks for such transactions. This practice aligns with common business strategies, such as Arco's \$0.45 fee for card payments and varying gas station prices based on payment methods. Some businesses absorb these fees into the overall pricing, distributing the cost among all customers.

In 2021, the NPUA decided to eliminate this 3% fee. Before this change, most of the roughly 2,500 NPUA customers preferred paying via check through mail or their bank's online payment systems. At that time, only 165 monthly customers visited the office to pay by credit card, and an additional 45 used the online payment option.

Subsequently, during a website update, the NPUA requested that a credit card payment option be included on the NPUA website, which was implemented. Currently, a significant number of customers now use this online payment method, incurring considerable costs for the city. The impact of these increased costs was noted during a mid-year budget review, along with an increase in PayPal transaction fees. Moreover, the recent rate study does not account for the costs previously covered by the 3% convenience fee.

Every 5-years the NPUA is required to update its rate study and will be completed in the upcoming year and if the NPUA so chooses can include the convenience fee to be absorbed by all customers.

**Fiscal Impact:** Average of \$65,000 annual merchant fees savings to the NPUA

**Environmental Impact:** N/A

**Recommended Action:** Authorize Staff to Reinstate the NPUA 3% Convenience Fee

**Submitted By:** Patrick Martinez, City Manager

**City Manager Approval:** Patrick J. Martinez

**Date:** 4/19/2024

**Other Department Approval (when required):** Barbara DiLeo

**Date:** 4/19/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4



## City of Needles, California Request for Council Action

☒ CITY COUNCIL ☐ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

**Meeting Date:** April 23, 2024

**Title:** Approve extending the Electrical General Services Contract with Petrelli Electric Co. to April 25, 2028

**Background:** In March 2021, an invitation to bid was published for a 4-person electrical line crew including equipment and electrical tools. The NPUA has utilized the Electrical General Services Contract with Petrelli for emergency services and system reliability improvements. The current contract expires April 2024. Staff is requesting extending the current contract for an additional three years. The Board of Public Utilities approved the recommended action in March 2024.

**Fiscal Impact:** To be determined annually and approved by the City Council.

**Environmental Impact:** None

**Recommended Action:** Approve extending the Electrical General Services Contract with Petrelli Electric Co. to April 25, 2028

**Submitted By:** Rainie Torrance, Utility Manager

**City Manager Approval:** Patrick J. Martinez

**Date:** 4/19/2024

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5





April 16, 2024

City of Needles  
Attn: Rainie Torrance  
817 Third Street  
Needles, CA 92363

**RE: Petrelli Electric Inc. 2024 Rate Increase**

Rainie,

Please see below rate increases per your request.

Cost is portal to portal.

1 Foreman Regular Time	\$149.80/hour
1 Foreman Double Time	\$248.80/hour
2 Lineman/Splicer Regular Time	\$283.10/hour
2 Lineman/Splicer Double Time	\$450.60/hour
1 Groundman Regular Time	\$99.40/hour
1 Groundman Double Time	\$157.76/hour
Subsistence per man	\$50.00/per day
1 Digger Derrick	\$78.00/hour
1 Bucket Truck	\$92.00/hour
1 F-450 Flat Rack	\$34.00/hour
1 Foreman Pickup	\$28.00/hour

**Total cost of a 4 man line crew fully equipped including subsistence for normal 8 hour shift** **\$964.30/hour**

**\*Please note labor rates increase June 1<sup>st</sup> 2025 – 2.5%\***

Please feel free to contact me with any questions.

Sal Petrelli

661-803-4110

 **POWER LINE MAINTENANCE AND CONSTRUCTION** 

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**N.P.U.A.**  
**PUBLIC WORKS MAINTENANCE AGREEMENT**  
**(PETRELLI ELECTRIC, INC.)**

This PUBLIC WORKS MAINTENANCE AGREEMENT ("Agreement") is made and effective this 11th Day of March 2022, by and between the Needles Public Utility Authority (NPUA"), a public agency and PETRELLI ELECTRIC, INC. A California Corporation ("CONTRACTOR"). In consideration of the mutual covenants and Conditions set forth herein, the parties agree as follows:

**I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the MAINTENANCE WORK AS NEEDED AND REQUESTED BY N.P.U.A., ON A TIME & EQUIPMENT BASIS FOR A FULL FOUR (4) PERSON LINE CREW WITH LINE TRUCKS & STANDARD TOOLS. ALL TASKS SUBJECT TO PRIOR WRITTEN APPROVAL OF N.P.U.A. MANAGER. ALL TASKS IN EXCESS OF \$15,000.00 REQUIRE N.P.U.A. APPROVAL. For the Project (hereinafter "Project"). NPUA's Request for Proposals ("Invitation") for the Project, dated

03/10/2021 and CONTRACTOR's Bid in response to the Invitation, dated 03/25/2021 are attached hereto as Exhibits "A" and "B", respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the NPUA, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the NPUA, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference, or other events.

**II. TIME FOR PROJECT COMPLETION**

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Task Order signed by the NPUA Manager. All work shall commence on the date specified in the Task Order NPUANPUA. CONTRACTOR shall refer to the Task Order for additional contractual obligations regarding individual activity durations.

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### **III. THE CONTRACT SUM**

The NPUA shall pay to the CONTRACTOR on a as needed basis for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$ 702.54 per hour for time & equipment for a full 4-person line crew with line trucks and standard tools. Each Job Order shall contain an estimated maximum cost for labor and materials which may be exceeded only with the consent of the NPUA Manager

### **IV. PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the NPUA shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, attached hereto as Exhibit "C" which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

### **V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

CONTRACTOR shall indemnify, defend with legal counsel, and hold harmless NPUA, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the NPUA. Should conflict of interest principles preclude a single legal counsel from representing both NPUA and CONTRACTOR, or should NPUA otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the NPUA its costs of defense, including without limitation reasonable legal counsel's fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the NPUA (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of NPUA under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless NPUA for liability

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attributable to the active negligence of NPUA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where NPUA is shown to have been actively negligent and where NPUA active negligence accounts for only contractors comparative negligence.

**VI. PREVAILING WAGES**

A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for San Bernardino County. Wage rates shall conform with those posted at Needles City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

**VII. RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the NPUA and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**VIII. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the NPUA to the CONTRACTOR no sooner than thirty-five (35) days after approval of the work by the NPUA.

**IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from NPUA or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the NPUA may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material thereon, and may complete the work contemplated by this Agreement or any portion

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of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the NPUA to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the NPUA, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the NPUA, or the CONTRACTOR shall pay the NPUA the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the NPUA.

## **X. INSURANCE**

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors more than the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to NPUA.

### **A. Types of Insurance**

Without limiting CONTRACTOR's indemnification of NPUA, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to NPUA:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 2. Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 3. Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of

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this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason.
- Pay on behalf of wording as opposed to reimbursement.
- Concurrency of effective dates with primary policies.
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers' compensation insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all the subcontractor's employees.

CONTRACTOR shall submit to CITY Along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of NPUA, its officers, agents, employees, and volunteers.

5. **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to NPUA providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY OF NEEDLES, the NPUA, their officials, officers, agents, and employees, shall be included as additional insureds under the policy.

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**B. Other provisions or requirements**

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to NPUA as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by NPUA's risk manager prior to commencement of performance. Current certification of insurance shall always be kept on file with NPUA during the term of this contract. NPUA reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees, or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory or other exposure to completed operations claims. The CITY, NPUA and their officers, officials, employees, and agents shall continue as additional insureds under such policies during such period.
- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY OR NPUA shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY AND NPUA before the CITY's or NPUA's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. NPUA's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, NPUA has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by NPUA will be promptly reimbursed by CONTRACTOR or NPUA will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, NPUA may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the NPUA's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against NPUA, its elected or appointed officers, agents, officials, employees, and volunteers or shall

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specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against NPUA and shall require similar written express waivers and insurance clauses from each of its sub consultants.

- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the NPUA to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the NPUA nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the NPUA requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the NPUA.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to NPUA with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that NPUA and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with this Agreement if it includes any limiting endorsement of any kind that has not been first submitted to NPUA and approved of in writing.
- 12. Separation of insureds.** A severability of interests' provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR.



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CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to NPUA for review.

**14. NPUA's right to revise requirements.** The NPUA reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the NPUA and CONTRACTOR may renegotiate CONTRACTOR's compensation.

**15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by NPUA. NPUA reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by NPUA.

**16. Timely notice of claims.** CONTRACTOR shall give NPUA prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

## **XI. CONTRACTOR'S LICENSE**

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License and pocket cards of employees working on Needles projects, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

## **XII. REGISTRATION REQUIREMENTS**

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

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B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the NPUA knows that the same CONTRACTOR will be awarded total project costs more than \$1,000 for a given year.

### **XIII. CORPORATION IN GOOD STANDING**

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **Sal Petrelli** whose title is authorized representative is authorized to act for and bind the corporation.

### **XIV. PROVISIONS REQUIRED BY LAW**

Each provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

### **XV. SUBSURFACE HAZARDOUS MATERIALS**

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the NPUA in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.

- 
2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the NPUA will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the NPUA will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the NPUA and the CONTRACTOR whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **XVI. COMPONENT PARTS OF THE CONTRACT**

This Agreement entered consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto

All the above-named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above-named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

#### **XVII. ENTIRE CONTRACT**

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

#### **XVIII. TERMINATION**

This agreement may be terminated by NPUA with or without cause on thirty (30) days written notice.

[Signatures on following page]

SIGNATURE PAGE TO

NPUA  
PUBLIC WORKS MAINTENANCE AGREEMENT  
(PETRELLI ELECTRIC INC.)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

**OWNER:** (Needles Public Utility Authority)

BY: [Signature]  
Signature

TITLE: CITY/UTILITY MGR

DATE: 3/27/22

**ATTEST:**

BY: [Signature]  
Signature

TITLE: Dale Jones, NPUA Clerk

DATE: 3-29-22

**APPROVED AS TO FORM:**

BY: Lena Wade  
Lena Wade (Mar 31, 2022 09:26 PDT)

TITLE: John O. Pinkney, NPUA Attorney Lena Wade

**CONTRACTOR:**

BY: [Signature]  
Signature

NAME: SAL PETRELLI  
Print Name

ADDRESS: 11615 DAVENPORT ROAD, AGUA DULCE, CA 91390

EMPLOYER IDENTIFICATION NO: 95-4501798

LICENSE NUMBER: CSLB 444795

TELEPHONE: (661) 268-7312

FAX: (661) 268-7331

EMAIL: sal@petrellielectric.com

REGISTRATION NO. 1000045836

# Petrelli & PW Project Signature Pages

Final Audit Report

2022-03-31

Created:	2022-03-30
By:	Tammy Ellmore (tellmore@cityofneedles.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9mwqT8TcNKdE5WsFyog7jCi4M_S8ShNv

## "Petrelli & PW Project Signature Pages" History



Document created by Tammy Ellmore (tellmore@cityofneedles.com)

2022-03-30 - 10:53:59 PM GMT- IP address: 69.161.204.209



Document emailed to Lena Wade (wade@sbemp.com) for signature

2022-03-30 - 10:56:04 PM GMT



Email viewed by Lena Wade (wade@sbemp.com)

2022-03-31 - 4:04:33 PM GMT- IP address: 173.196.63.114



Document e-signed by Lena Wade (wade@sbemp.com)

Signature Date: 2022-03-31 - 4:26:11 PM GMT - Time Source: server- IP address: 173.196.63.114



Agreement completed.

2022-03-31 - 4:26:11 PM GMT



Adobe Sign

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**NPUA  
PUBLIC WORKS MAINTENANCE AGREEMENT  
PETRELLI ELECTRIC**

**EXHIBIT "A"**

NPUA'S RFP

DATED: **MARCH 25, 2021**

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**CITY OF NEEDLES  
INVITATION TO BID**

Sealed bids will be received by the Office of the City Clerk, Needles California, 92363 for the following:  
**ELECTRIC LINE CREW** consists of a 4-person line crew with line truck, bucket truck and all standard line tools.

**BID OPENING DATE:** on or before 03/25/2021, 3:30 p.m. PST

**DESCRIPTION OF WORK:** The PROJECT consists of a 4-person line crew to perform general high voltage electrical line work as assigned by the City of Needles Electric Line Crew Supervisor to repair current infrastructure in a 3-year contract. The bid is for the cost of a "Time and Equipment" Electric Line Crew.

**QUESTIONS:** Rainie Torrance

(760) 326-5700 x 140, [rtorrance@cityofneedles.com](mailto:rtorrance@cityofneedles.com)

**BID PACKETS:** In conformance with the Needles Charter, prospective bidders can view contract specifications (electronic copy) only at the City of Needles website at [www.cityofneedles.com](http://www.cityofneedles.com) under RFP.

**QUESTION CUT OFF DATE:** 03/23/2021

For addendums, please Email: [tellmore@cityofneedles.com](mailto:tellmore@cityofneedles.com) to be added to our bid holder / interested bidders list.

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**NPUA  
PUBLIC WORKS MAINTENANCE AGREEMENT**

(PETRELLI ELECTRIC INC.)

**EXHIBIT "B"**

CONTRACTOR'S Bid  
DATED **APRIL 13, 2021**

**3-YEAR CONTRACT**  
**EXPIRING: APRIL 13, 2024**

(Insert behind this page.)



## **CONTRACTOR INFORMATION**

Company Legal Name: Petrelli Electric Inc

Company Legal Status (corporation, partnership, sole proprietor, etc.): Corporation

Business Address: 11615 Davenport Road, Agua Dulce, CA 91390

Website Address: www.petrellielectric.com

Telephone Number: (661) 268-7312 Facsimile Number: (661) 268-7331

Email Address: sal@petrellielectric.com

Length of time the firm has been in business: 38 years

Is your firm a sole proprietorship doing business under a different name? Yes No-X

If yes, please indicate sole proprietor's name and the DBA:

N/A

Is your firm incorporated? X Yes      No If yes, State of Incorporation: CA

Federal Taxpayer ID Number: 95-4501798

Regular business hours: 7:00AM-3:30PM Monday-Friday

### **ACKNOWLEDGEMENTS**

BIDDER has examined the CONTRACT DOCUMENTS, including the following  
ADDENDA (as acknowledged below):

No. <u>1</u> Date: <u>3/23/21</u>	No. <u>    </u> Date: <u>    </u>
No. <u>    </u> Date: <u>    </u>	No. <u>    </u> Date: <u>    </u>
No. <u>    </u> Date: <u>    </u>	No. <u>    </u> Date: <u>    </u>

## REQUEST FOR CLERIFICATION

### Standard Fee Schedule

4-person Electrical Crew

Based on the Exhibit A Standard Fee Schedule submitted for your bid please provide the following breakdown.

4-person ELECTRICAL CREW (per hour)

(1) Forman, Regular Time \$ 140.12

(2) Lineman / Cable Splicer, Regular Time \$ 269.20

(1) Groundman, Regular Time \$ 95.22

(1) Digger Derrick (HD 6x6) \$ 78.00

(1) Bucket Truck 100 \$ 92.00

(1) Pickup 4x4 \$ 28.00

Employee Subsistence (per hour, include cost for 4-person crew above) \$ Included

Portal to Portal Rate per Mile (if applicable) \$

Total 4-person ELECTRICAL CREW (per hour)      \$ 702.54

Company Name: Petrelli Electric Inc

Notes: All emergency call-outs will be billed per hour from Agua Dulce to Needles.  
Labor rates will be increased 1.8% on June 1, 2021, per the collective bargaining  
agreement with IBEW Local 47.

RETURN NO LATER THAN MONDAY MARCH 29, 2020 BY  
10:00 A.M.

## NON-COLLUSION DECLARATION

To be executed by BIDDER  
And Submitted with BID  
Per Public Contract Code Section 7106

State California  
County Los Angeles

The undersigned declares:

I am the Vice President of Petrelli Electric Inc, the party making the foregoing BID.

The BID is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The BID is genuine and not collusive or sham. BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID. BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or to refrain from bidding. BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the BID price of BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the BID price, or of that of any other BIDDER. All statements contained in the BID are true. BIDDER has not, directly or indirectly, submitted his or her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, to effectuate a collusive or sham BID, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a BIDDER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of BIDDER.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3-23-21 (date), at

Woodland Hills, CA (city / state).

By: 

Name: Sal Petrelli

**NON-COLLUSION DECLARATION  
(Continued)**

**Notary Acknowledgment**

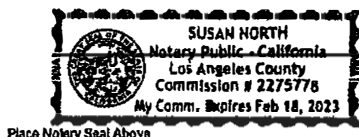
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

On March 23, 2021, before me, Susan North, Notary Public, personally  
appeared Sgt Petrelli, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Susan North  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual  
☐ Corporate Officer

Title(s)

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Non-Collusion Declaration  
Title or Type of Document

1  
Number of Pages

March 23, 2021  
Date of Document

None

Signer(s) Other Than Named Above

**EXHIBIT A**  
**Standard Fee Schedule**  
 4-person Electric Crew

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
General Foreman, Regular Time	<u>\$151.70</u>
General Foreman, Double Time	<u>\$ 232.42</u>
Foreman, Regular Time	<u>\$ 140.12</u>
Foreman, Double Time	<u>\$215.10</u>
Lineman / Cable Splicer, Regular Time	<u>\$134.60</u>
Lineman / Cable Splicer, Double Time	<u>\$197.79</u>
Apprentice 7 <sup>th</sup> Step, Regular Time	<u>\$128.16</u>
Apprentice 7 <sup>th</sup> Step, Double Time	<u>\$185.40</u>
Apprentice 6 <sup>th</sup> Step, Regular Time	<u>\$122.24</u>
Apprentice 6 <sup>th</sup> Step, Double Time	<u>\$179.40</u>
Apprentice 5 <sup>th</sup> Step, Regular Time	<u>\$119.31</u>
Apprentice 5 <sup>th</sup> Step, Double Time	<u>\$175.95</u>
Apprentice 4 <sup>th</sup> Step, Regular Time	<u>\$119.31</u>
Apprentice 4 <sup>th</sup> Step, Double Time	<u>\$175.95</u>
Groundman, Regular Time	<u>\$95.22</u>
Groundman, Regular Double Time	<u>\$127.68</u>
Meter Tech	<u>\$134.60</u>

<b><u>Equipment</u></b>	<b><u>Hourly Rate</u></b>
Digger Derrick (HD 6 x 6)	<u>\$78.00</u>
Bucket Truck 100	<u>\$ 92.00</u>
Bucket Truck 77	<u>\$78.00</u>
Digger Derrick 60, 65	<u>\$58.00</u>
Digger Derrick 50, 55	<u>\$52.00</u>
Bucket Truck 50, 55	<u>\$52.00</u>
Pickup 4 x 4	<u>\$28.00</u>

Company Name: Petrelli Electric Inc

*Notes: A flat rate of \$75.00 per day, per employee, will also be charged for subsistence in accordance with the collective bargaining agreement with IBEW Local 47. Our rates are portal to portal from our yard in Aqua Dulce, CA*

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**NPUA  
PUBLIC WORKS MAINTENANCE AGREEMENT**

(PETRELLI ELECTRIC INC.)

**EXHIBIT "C"**

ATTACH GENERAL CONDITIONS

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## GENERAL AND SUPPLEMENTAL CONDITIONS

### 1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - BID, Performance, and Payment BONDS and other instruments of surety, furnished by CONTRACTOR and CONTRACTOR'S SURETY in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME. NO CHANGE ORDER is effective unless executed on the approved form, "Contract CHANGE ORDER," and approved by a CITY'S Representative.
- 1.7 CONTRACT DOCUMENTS - The Contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, NOTICE OF AWARD, Payment BOND, PERFORMANCE BOND, NOTICE TO PROCEED, General Conditions, SUPPLEMENTAL CONDITIONS, Equal Opportunity Requirements, CHANGE ORDERS, Technical SPECIFICATIONS, DRAWINGS and ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom OWNER has executed the Agreement.

- 
- 1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS, which show the characteristics, and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
  - 1.12 ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
  - 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE, or an extension of the CONTRACT TIME, issued by the ENGINEER to CONTRACTOR during construction.
  - 1.14 NOTICE OF AWARD - WRITTEN NOTICE of the acceptance of the BID from OWNER to the successful BIDDER.
  - 1.15 NOTICE TO PROCEED - Written communication issued by OWNER to CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
  - 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed, CITY OF NEEDLES, CALIFORNIA.
  - 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
  - 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of OWNER who is assigned to the PROJECT site or any part thereof.
  - 1.19 SHOP DRAWINGS - All DRAWINGS, diagrams, illustrations, brochures, schedules and other data which are prepared by CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
  - 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship and including the General Conditions and SUPPLEMENTAL CONDITIONS.
  - 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.



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- 1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
  - 1.23 SUPPLEMENTAL CONDITIONS - Additions and modifications to the General Conditions required by PROJECT specific requirements and applicable laws.
  - 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
  - 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
  - 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement, in writing, and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

## 2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 CONTRACTOR may be furnished additional instructions and detail DRAWINGS, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional DRAWINGS and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. CONTRACTOR shall carry out the WORK in accordance with the additional detail DRAWINGS and instructions.

## 3. SCHEDULES, REPORTS AND RECORDS

- 3.1 CONTRACTOR shall submit to OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate, CONTRACTOR shall submit construction progress schedules showing the order in which CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

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3.2.1 The dates at which special detail DRAWINGS will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 CONTRACTOR shall also submit a schedule of payments that CONTRACTOR anticipates will be earned during the WORK.

#### 4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS, and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

**4.3 In case of conflict between the SPECIFICATIONS, and the STANDARD SPECIFICATIONS (Greenbook), the Specification shall govern.**

4.4 Any discrepancies found between the DRAWINGS and SPECIFICATIONS, and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at CONTRACTOR's risk.

#### 5. SHOP DRAWINGS

5.1 CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. At a minimum, CONTRACTOR shall provide submittals required to be in a list format. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWING shall not release CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING, which substantially deviates from the requirement of the CONTRACT DOCUMENTS, shall be evidenced by a CHANGE ORDER.

- 
- 5.2 When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear CONTRACTOR's certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to the ENGINEER.
- 5.4 CONTRACTOR shall accept full responsibility for the completeness of each re-submittal. CONTRACTOR shall verify that all corrected data and additional information previously requested by the ENGINEER are provided on the re-submittal.
- 5.5 When corrected copies are resubmitted, CONTRACTOR, shall in writing, direct specific attention to all revisions and shall list separately any revisions made other than those called for by ENGINEER on previous submissions.
- 5.6 Requirements specified for initial submittals shall also apply to re-submittals. Re-submittals shall bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the re-submittal.
- 5.7 If more than one resubmission is required because of failure of CONTRACTOR to provide all previously requested corrected data or additional information, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER for review of the additional re-submissions. This does not include initial submittal data, such as shop tests and field tests, which are submitted after initial submittal.
- 5.8 Re-submittals shall be made within 10 days of the date of the letter returning the material to be modified or corrected, unless within 30 days CONTRACTOR submits an acceptable request for an extension of the stipulated time period, listing the reasons the re-submittal cannot be completed within that time.
- 5.9 Any need for more than one resubmission, or any other delay in obtaining ENGINEER's review of submittals, will not entitle CONTRACTOR to extension of the CONTRACT TIMES unless delay of WORK is directly caused by a change in the WORK authorized by a CHANGE ORDER or by failure of ENGINEER to review any submittal within the submittal review period of two weeks and return the submittal to CONTRACTOR.

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## 6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Material and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, and equipment shall be in accordance with the SHOP DRAWINGS and samples submitted by CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies, and equipment to be incorporated into the WORK shall not be purchased by CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## 7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted industry standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR will give the ENGINEER timely notice of readiness. CONTRACTOR will then furnish the ENGINEER with the required certificates of inspection, testing or approval.
- 7.3 Inspections, tests, or approvals by the ENGINEER or others shall not relieve CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

- 
- 7.4 The ENGINEER and the ENGINEER's representatives will, always, have access to the WORK. In addition, authorized representatives and agents of any participating federal, state or local agencies shall be permitted to inspect all WORK, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. CONTRACTOR will provide proper facilities for such access and observation of the WORK, and for any inspection or testing thereof.
- 7.5 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER / INSPECTOR's observation and replaced at CONTRACTOR's expense.
- 7.6 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such WORK is not found to be defective, CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.
- 7.7 A pre-final inspection of the WORK will be made by OWNER, ENGINEER, and project inspector. This inspection shall be made as soon as practical after CONTRACTOR has notified OWNER, in writing, that the WORK is ready for this inspection. The pre-final inspection shall be made prior to acceptance of any portion of the WORK as being substantially complete and prior to filing of the Notice of Completion.
- 7.8 A final inspection of all the WORK will be made by OWNER, ENGINEER, and CONTRACTOR, prior to acceptance of the WORK.
- 7.9 Forty-eight hours prior to WORK being accomplished, CONTRACTOR will notify the ENGINEER of the proposed working hours to accomplish the WORK for that day. WORK may be accomplished on weekends or holidays only if CONTRACTOR provides prior notification, ENGINEER approves the request, and CONTRACTOR pays for the additional amount for holiday or overtime inspection costs beyond the normal hourly inspection rates for weekdays.

- 
- 7.10 CONTRACTOR shall make the WORK accessible at all reasonable times for inspection by OWNER. CONTRACTOR shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the WORK.

## 8. SUBSTITUTIONS

- 8.1 For purposes of this provision the term "substitution" shall mean the substitution of any material, product, thing or service that is substantially equal or better in every respect to that so indicated or specified in the SPECIFICATIONS.
- 8.2 Pursuant to Public Contract Code section 3400(b) of City may make a finding designating certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by section 3400 (b) OWNER may have made such finding as may be further described in the General Conditions and SUPPLEMENTAL CONDITIONS. These findings if made, as well as the materials, products, things, or services and their specific brand or trade names that must be used for the PROJECT may be found in section 37.3 of the SUPPLEMENTAL CONDITIONS, if applicable.
- 8.3 Unless specifically designated in section 37.3 of the SUPPLEMENTAL CONDITIONS, whenever in SPECIFICATIONS any material, product, thing, or service is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such SPECIFICATIONS shall be deemed to be used for the purpose of facilitating the description of the material, product thing, or service desired and shall be deemed to be followed by words "or approved equal." CONTRACTOR may, unless otherwise stated, offer for substitution any material, product, thing or service which shall be substantially equal or better in every respect to that so indicated or specified. However, OWNER has adopted certain uniform standards for certain materials, products, things, and/or services. If any material, product, thing, or service offered for substitution by CONTRACTOR is not, in the opinion of the ENGINEER and OWNER, substantially equal or better in every respect to that specified, BIDDERS shall furnish the material, product, thing, or service specified. The burden of proof as to the equality of any material, product, thing, or service shall rest with CONTRACTOR.
- 8.4 CONTRACTOR shall submit requests together with substantiating data for substitution of any "or approved equal" material, product, thing, or service no later than 20 days after award of the contract. Provisions authorizing submission of "or approved equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or approved equal" substitution request is rejected, a CONTRACTOR shall be

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responsible for including the specified material, product, thing, or service in its BID. OWNER shall not be responsible for any cost of CONTRACTOR associated with "or approved equal" substitution request. OWNER has the complete and sole discretion to determine if a material, product, thing, or service is an "or approved equal" material, product, thing, or service that may be substituted.

- 8.5 For purposes of subsection 8.4 above, data required to substantiate requests for substitutions of an "or approved equal" material, product, thing, or service data shall include a signed affidavit from CONTRACTOR stating that the substituted "or approved equal" material, product, thing, or service is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include and all illustrations, SPECIFICATIONS, and other relevant data including catalogue information which describes the requested substituted "or approved equal" to the material product, thing, or service specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or approved equal" material, product, thing, or service will reduce or increase the CONTRACT PRICE. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or approved equal" material, product, thing, or service. Failure to submit all the needed substantiating data, including the signed affidavit, to the ENGINEER in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The ENGINEER is not obligated to review multiple substitution submittals for the same materials, products, things, or services due to CONTRACTOR's failure to submit a complete package initially.
- 8.6 Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of CONTRACTOR's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision 8.4. Further, CONTRACTOR shall bear the cost of all engineering WORK associated with the review of submittals for substitution of equals.
- 8.7 In the event CONTRACTOR furnishes material, product, thing, or service more expensive than that specified, the difference in cost of such material, product, thing, or service so furnished shall be borne by CONTRACTOR.

## 9. PATENTS

- 9.1 CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save OWNER harmless

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from loss on account thereof, except that OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified; however, if CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless CONTRACTOR promptly gives such information to the ENGINEER.

## 10. SURVEYS, PERMITS, AND REGULATIONS

10.1 Survey will be provided by OWNER (if applicable).

10.2 CONTRACTOR shall bear all costs for RE-STAKE, lost, or otherwise removed.

10.3 CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by OWNER, unless otherwise specified. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, CONTRACTOR shall promptly notify the ENGINEER, in writing, and any necessary changes shall be adjusted as provided in section 14, CHANGES IN THE WORK.

## 11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.



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- 11.2 CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts of any of them will be liable, except damage or loss attributable to the fault of OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
- 11.4 For all excavations more than five (5) feet, CONTRACTOR shall, pursuant to Labor Code section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by CONTRACTOR and accepted by the ENGINEER. All excavations shall compile with OSHA standards.

## 12. PROPERTY OWNER NOTIFICATION

- 12.1 CONTRACTOR is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of WORK. A copy of this notification letter must also be sent to the Engineering Department at 817 Third Street, Needles, CA 92363. CONTRACTOR shall also post "Temporary No Parking" signs, a minimum of 48 hours prior to the commencing WORK adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be replaced at CONTRACTOR's expense if damage is done.

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12.2 In the event that vehicles are on the street at the time construction is to begin, CONTRACTOR shall take appropriate action to notify owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and owner is not capable of moving the vehicle, CONTRACTOR shall inform the Engineering Department, who will notify the San Bernardino County Sheriff Department to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the ENGINEER, for the required 48-hour time period. Removal of said signs by the property owners or vandals will not constitute non-compliance with this section."

13. SUPERVISION BY CONTRACTOR

13.1 CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated, in writing, by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as if given to CONTRACTOR. The supervisor shall be present on the site, always, as required to perform adequate supervision and coordination of the WORK.

14. CHANGES IN THE WORK

14.1 OWNER may, at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

14.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in details of the WORK. CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless CONTRACTOR believes that such FIELD ORDER entitles CONTRACTOR to a change in CONTRACT PRICE or CONTRACT TIME, or both, in which event CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, CONTRACTOR shall document the basis for the change in CONTRACT PRICE or CONTRACT TIME within thirty (30) days. CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from OWNER.

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15. CHANGES IN CONTRACT PRICE

- 15.1 All changes that affect the cost or time of the construction of the PROJECT must be authorized by means of a CHANGE ORDER. The CHANGE ORDER will include extra WORK, WORK for which quantities have been altered from those shown in the BIDDING schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the BIDDING schedule because of final measurements. All changes should be recorded on a CHANGE ORDER as they occur. Each CHANGE ORDER must contain complete and detailed justification for all items addressed by the CHANGE ORDER. All CHANGE ORDERS must be executed on a, "Contract CHANGE ORDER," and must be approved by OWNER prior to execution of the WORK by CONTRACTOR.
- 15.2 The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- (a) Unit prices previously approved.
  - (b) An agreed lump sums.
  - (c) Force account as stated in the most current edition of the Standard Specification for Public Works Construction SSPWC – Greenbook Standard SPECIFICATIONS except that the negotiated total mark up, including overhead and profit, is limited to a maximum 15 percent for CONTRACTOR doing the WORK and a maximum of an additional 5 percent for the prime contractor if the WORK is performed by any SUBCONTRACTOR. For joint ventures, such is considered a prime contractor.

16. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 16.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on the date specified in the NOTICE TO PROCEED.
- 16.2 CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between CONTRACTOR and OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

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16.3 The parties acknowledge that CONTRACTOR's failure to complete the WORK within the CONTRACT TIME *will cause OWNER to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by OWNER of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, CONTRACTOR agrees that liquidated damages may be assessed and recovered by OWNER as against CONTRACTOR and its Surety, in the event of delayed completion and without OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, CONTRACTOR will pay to OWNER liquidated damages in the amount of \$300.00 per day for each day beyond the CONTRACT TIME.*

16.4 CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and CONTRACTOR has promptly given WRITTEN NOTICE of such delay to OWNER or ENGINEER.

16.4.1 To any preference, priority or allocation order duly issued by OWNER.

16.4.2 To unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of OWNER, acts of another CONTRACTOR in the performance of a contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

16.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 16.4.1 and 16.4.2 of this Article.

## 17. CORRECTION OF WORK

17.1 CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS, and without expense to OWNER, and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

17.2 All removal and replacement WORK shall be done at CONTRACTOR's expense. If CONTRACTOR does not take action to remove such rejected WORK within ten (10)

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days after receipt of WRITTEN NOTICE, OWNER may remove such WORK and store the materials at the expense of CONTRACTOR.

18. SUBSURFACE CONDITIONS

18.1 CONTRACTOR shall promptly, and before the following conditions are disturbed, notify OWNER by WRITTEN NOTICE of:

18.1.1 Material that CONTRACTOR believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

18.1.2 Subsurface or latent physical conditions at the site differing from those indicated on the contract documents.

18.1.3 Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the Contract.

18.2 Upon such notification, OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for or both performance of any part of the WORK shall issue a CHANGE ORDER under the procedures described in the Contract.

18.3 In the event that a dispute arises between OWNER and CONTRACTOR whether the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for or both performance of any part of the WORK, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all WORK to be performed under the Contract. CONTRACTOR shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

19. SUSPENSION OF WORK, TERMINATION, AND DELAY

19.1 OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by CONTRACTOR, by WRITTEN NOTICE to CONTRACTOR and the ENGINEER, which shall fix the date on which WORK shall be resumed. CONTRACTOR will resume that WORK on the dates so fixed. CONTRACTOR will be allowed an increase in the CONTRACT

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PRICE, or an extension of the CONTRACT TIME, or both, directly attributing to any suspension.

- 19.2 If CONTRACTOR is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and its SURETY a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the WORK by whatever method OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR will pay the difference to OWNER. Such costs incurred by OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 19.3 Where CONTRACTOR's services have been so terminated by OWNER, said termination shall not affect any right of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due to CONTRACTOR will not release CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 19.4 After ten (10) days from delivery of a WRITTEN NOTICE to CONTRACTOR and the ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 19.5 If, through no act or fault of CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30)

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days after it is submitted, or OWNER fails to pay CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days after its approval and presentation, then CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to OWNER and the ENGINEER terminate the Contract and recover from OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the ENGINEER has failed to act on a request for payment or if OWNER has failed without good cause to make any payment as aforesaid, CONTRACTOR may, upon ten (10) days WRITTEN NOTICE to OWNER and the ENGINEER, stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 19.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate CONTRACTOR for the costs and delays necessarily caused by the failure of OWNER or ENGINEER.
- 19.7 OWNER may, at any time, terminate the Contract for OWNER's convenience and without cause. CONTRACTOR shall be entitled to receive payment for WORK executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the WORK executed.

## 20. PAYMENT TO CONTRACTOR

- 20.1 OWNER agrees to pay CONTRACTOR in monthly progress payments for all WORK completed according to the schedules delivered to OWNER under Section 3.2. At least ten (10) days before each progress payment falls due (but not more often than once a month), CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, such as paid invoices, or other written evidence satisfactory to OWNER; as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance.

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The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate, in writing, approval of the payment, and present the partial payment estimate to OWNER, or return the partial payment estimate to CONTRACTOR indicating, in writing, the reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. OWNER will, within twenty (20) days of presentation of an approved partial payment estimate, pay CONTRACTOR a progress payment based on the approved partial payment estimate less the retention. The retention shall be an amount equal to 10% of said estimate. If at any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained. Upon SUBSTANTIAL COMPLETION of the WORK, any amount retained may be paid to CONTRACTOR. When the WORK has been substantially completed, except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of OWNER are valid reasons for non-completion, OWNER may make additional payments, always retaining an amount sufficient to cover the estimated cost of the WORK to be completed.

- 20.2 Payments will not be made that would deplete the retention nor place in escrow any funds that are required for retention nor invest the retention for the benefit of CONTRACTOR.
- 20.3 All progress payments and the final payment shall be processed on a "Partial Payment Estimate", and all payments shall be approved by OWNER.
- 20.4 Prior to SUBSTANTIAL COMPLETION, OWNER, with the approval of the ENGINEER, and with the concurrence of CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 20.5 OWNER shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of OWNER.
- 20.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by OWNER, shall be paid to CONTRACTOR thirty (30)



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days after the timely recording of a Notice of Completion, Late payments of the retention shall bear interest at a rate of two percent (2%) per month until paid.

- 20.7 CONTRACTOR will indemnify and save OWNER or OWNER's agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. CONTRACTOR shall, at OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If CONTRACTOR fails to do so, OWNER may, after having notified CONTRACTOR, either pay unpaid bills or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to CONTRACTOR shall be resumed in accordance with the terms of CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon OWNER to either CONTRACTOR, CONTRACTOR's SURETY, or any third party. In paying any unpaid bills of CONTRACTOR, any payment so made by OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by OWNER to CONTRACTOR and OWNER shall not be liable to CONTRACTOR for any such payments made in good faith.
- 20.8 If OWNER fails to make payment within the time specified in section 20.6, in addition to other remedies available to CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by CONTRACTOR.
- 20.9 The ENGINEER may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect OWNER from loss on account of:
- (a) Defective WORK not remedied.
  - (b) Claims filed or reasonable evidence indicating probable filing of claims.
  - (c) Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
  - (d) A reasonable doubt that the WORK can be completed for the balance then unpaid.
  - (e) Damage to another CONTRACTOR.

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(f) Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

20.10 Where WORK on unit price items is substantially complete but lack clean-up and/or corrections ordered by the ENGINEER, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

21.1 CONTRACTOR's release upon payment shall be in accordance with Civil Code section 3262.

22. INSURANCE

22.1 CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from CONTRACTOR's execution of the WORK, whether such execution be by CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

22.1.1 Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

22.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

22.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees.

22.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person; and

22.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

22.2 Certificates of Insurance acceptable to OWNER shall be filed with OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least (15) days prior WRITTEN NOTICE has been given to OWNER.

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22.3 CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

22.3.1 CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to CONTRACTOR and protecting CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by CONTRACTOR or by any SUBCONTRACTOR employed by CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR, or by a SUBCONTRACTOR employed by CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$250,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. The City shall be added as additional insured to general liability and auto liability policies, and CONTRACTOR's insurance shall be primary and non-contributory. CONTRACTOR shall provide an endorsement providing that OWNER, its officials, officers, employees, agents and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the WORK.

22.3.2 CONTRACTOR shall acquire and maintain Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of OWNER, CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release CONTRACTOR or CONTRACTOR's SURETY from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

22.4 CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workers' Compensation Insurance, including occupational disease provisions, for all of CONTRACTOR's employees at the site of the PROJECT and in case any WORK is sublet, CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR. In case

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any class of employees engaged in hazardous WORK under this Contract at the site of the PROJECT is not protected under Workers' Compensation statute, CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. CONTRACTOR shall provide an endorsement providing a waiver of subrogation stating that the insurer waives all rights of subrogation against OWNER.

22.5 CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, vehicle damage, theft, flood, earthquake, civil commotion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by OWNER. The policy shall name as the insured CONTRACTOR, and OWNER.

22.6 "All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by OWNER shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions."

## 23. CONTRACT SECURITY

23.1 CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Only BONDS executed by an admitted surety insurer, as defined in Code of Civil Procedure section 995.120, shall be accepted. If a California-admitted surety insurer issuing BONDS does not meet these requirements, the insurer will be considered qualified if it is in conformance with section 995.660 of the California Code of Civil Procedure, and proof of such is provided to City. The expense of these BONDS shall be borne by CONTRACTOR. If, at any time, a SURETY on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of surety companies accepted on federal BONDS, CONTRACTOR shall, within ten (10) days after notice from OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other SURETY or SURETIES as may be satisfactory to OWNER. The premiums on such BOND shall be paid by CONTRACTOR. No further payment

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shall be deemed due nor shall be made until the new SURETY or SURETIES shall have furnished an acceptable BOND to OWNER.

- 23.2 The Performance BOND and the Payment BOND to be furnished by CONTRACTOR shall be executed on the forms provided in the CONTRACT DOCUMENTS.

## 24. ASSIGNMENTS

- 24.1 CONTRACTOR shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title, or interest therein, or any obligations thereunder, without written consent of the other party.
- 24.2 CONTRACTOR offers and agrees to assign to OWNER all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that OWNER tender's final payment to CONTRACTOR, without further acknowledgment by the parties.

## 25. INDEMNIFICATION

- 25.1 CONTRACTOR will indemnify and hold harmless OWNER and the ENGINEER against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom; and is caused in whole or in part by any negligent or willful act or omission of CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 25.2 In any and all claims against OWNER or the ENGINEER, or any of their agents or employees, by any employee of CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any SUBCONTRACTOR under Workers' Compensation acts, disability benefit acts or other employee benefit acts.
- 25.3 The obligation of CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval

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of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

26. SEPARATE CONTRACTS

- 26.1 OWNER reserves the right to let other contracts in connection with this PROJECT. CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of CONTRACTOR's WORK depends upon the WORK of any other contractors, CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 26.2 OWNER may perform additional WORK related to the PROJECT or OWNER may let other contracts containing provisions like these. CONTRACTOR will afford the other CONTRACTORS who are parties to such contracts (or OWNER, if OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK and shall properly connect and coordinate the WORK with theirs.
- 26.3 If the performance of additional WORK by other CONTRACTORS or OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the Contract, WRITTEN NOTICE thereof shall be given to CONTRACTOR prior to starting any such additional WORK. If CONTRACTOR believes that the performance of such additional WORK by OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, or both CONTRACTOR may make a claim thereof as provided in sections 14 and 15.

27. SUBCONTRACTING

- 27.1 CONTRACTOR may utilize the services of specialty subcontracts on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 27.2 CONTRACTOR shall not award WORK to SUBCONTRACTOR (S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of OWNER.
- 27.3 CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR.

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- 27.4 CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give CONTRACTOR the same power as regards terminating any subcontract that OWNER may exercise over CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 27.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and OWNER.

28. ENGINEER'S AUTHORITY

- 28.1 The ENGINEER shall act as OWNER's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 28.2 CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS regarding the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.
- 28.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 28.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

29. LAND AND RIGHTS-OF-WAY

- 29.1 Prior to issuance of NOTICE OF PROCEED, OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 29.2 OWNER shall provide to CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.
- 29.3 CONTRACTOR shall provide, at its own expense and without liability to OWNER, any additional land and access thereto that CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

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30. GUARANTEE

30.1 CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. OWNER will give notice of observed defects with reasonable promptness. If CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, OWNER may do so and charge CONTRACTOR the cost thereby incurred. **The Performance BOND shall remain in full force and effect through the guarantee period.**

31. RESOLUTION OF CONSTRUCTION CLAIMS

31.1 Claim means a separate demand by CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from WORK done by, or on behalf of CONTRACTOR, pursuant to this Contract, payment not otherwise expressly provided in the Contract, or any separate demand by CONTRACTOR, the amount of which is disputed by OWNER. If this is a "Public Works Contract" as defined in 22200 of the California Public Contract Code, claims shall be resolved pursuant to Sections 20104 et seq. of the California Public Contract Code. These sections are summarized as follows:

31.1.1 For claims less than \$50,000, OWNER shall respond in writing to all written claims within forty-five (45) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses OWNER may have against such claim. OWNER's written response to the claim, as further documented, will be submitted to CONTRACTOR within fifteen (15) days from receipt of the further documentation, or within a period no greater than that taken by CONTRACTOR in producing the additional documentation, whichever is greater.

31.1.2 For claims over \$50,000 and less than or approved equal to \$375,000, OWNER shall respond, in writing, to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses OWNER may have against such claim. OWNER's



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written response to the claim, as further documented, will be submitted to CONTRACTOR within thirty (30) days from receipt of the further documentation, or within a period no greater than that taken by CONTRACTOR in producing the additional documentation, whichever is greater.

31.1.3 If CONTRACTOR disputes OWNER's written response, or OWNER fails to respond within the time specified, CONTRACTOR may notify OWNER, in writing, within either fifteen (15) days of receipt of OWNER's response, or within fifteen (15) days of OWNER'S failure to respond within the statutorily prescribed time and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, OWNER shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

31.1.4 Following the meet and confer conference, if the claim or any portion remains in dispute, CONTRACTOR may file a claim pursuant to Government Code sections 900, et seq. The period within to file such a claim shall be defined in Public Contract Code section 20104.2(e).

31.2 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims, which have been waived by the making of an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitration will be conducted pursuant to sections 10240 - 10240.13 of the California Public Contract Code. The award rendered by the arbitrators shall be final, the judgment may be entered upon it in any court having jurisdiction thereof.

31.2.1 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

31.2.2 CONTRACTOR will carry on the WORK, and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31.2.3 Arbitration awards must be presented, in writing, and include the following elements:

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- (a) Legal "findings of fact" established by the arbiter.
  - (b) Specific breakdown of the dollar amounts allocated for each issue under arbitration.
  - (c) The arbiter's "conclusions of law".
  - (d) A summary of the evidence.
  - (e) Reasons underlying the arbiter's award.

31.3 Pursuant to Public Contract Code Section 9201, City shall provide CONTRACTOR with timely notification of the receipt of any third-party claim, relating to the Contract. OWNER is entitled to recover its reasonable costs incurred in providing such notification.

## 32. TAXES

31.1 CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

## 33. CONFLICT OF INTEREST

33.1 CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or SUBCONTRACTORS, and OWNER. CONTRACTOR shall ensure that no City officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. CONTRACTOR shall ensure that no City employee shall have any relationship to CONTRACTOR or officer or employee of CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to OWNER.

## 34. PRECONSTRUCTION CONFERENCE

34.1 Prior to the start of construction, OWNER will schedule a pre-construction conference. At the conference, the ENGINEER will review the project with OWNER, resident inspector, CONTRACTOR, and other interested parties.

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35. ACCESS TO CONTRACTOR'S RECORDS

- 35.1 For each negotiated (non-bid) contract in excess of \$2,500, OWNER, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to a specific project for the purpose of making audits, examinations, excerpts, and transcriptions.

36. UTILITIES

- 36.1 Unless otherwise indicated in the CONTRACT DOCUMENTS, all utility lines, conduits, wires, or structures shall be maintained by CONTRACTOR and shall not be disturbed, disconnected, or damaged by him during the progress of the WORK, provided, that should CONTRACTOR in the performance of the WORK disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by CONTRACTOR. However, in accordance with Section 4215 of the California Government Code, CONTRACTOR shall be compensated for all costs of locating and repairing damage to main or trunk-line utility facilities located on the WORK site and for costs of operating equipment on the WORK site necessarily idled during such WORK where CONTRACTOR has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the CONTRACT DOCUMENTS.

*(END OF SECTION)*



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** April 23, 2024

**Title:** Warrants

**Background:** n/a

**Fiscal Impact:** See attached Warrant Registers

**Environmental Impact:** n/a

**Recommended Action:** Approve the Warrant Registers through April 23, 2024.

**Submitted By:** Barbara DiLeo, Acting Director of Finance

**City Manager Approval:** 

**Date:** 4-17-24

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

**Agenda Item:** 6



**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR APRIL 2, 2024**

		4/2/2024	FUND AMT.	2-Apr	23-24 BUDGET
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 54,927.80	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 214,114.11	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 971,756.19	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 211,862.58	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 27,538.03	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 265,168.37	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 32,235.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 48,415.28	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 2,794,914.66	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 170,667.83	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ -		\$ 191,564.22	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 467,296.44	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 497,611.97	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 129,957.17	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ 136,039.94	\$ 246,913.00
101.5772.452	PARKS	\$ -		\$ 469,763.04	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 59,843.96	\$ 115,646.00
101.5774.452	RECREATION	\$ -		\$ 311,616.53	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ -		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 525,580.27	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 5,922.00	\$ 74,559.00
FUND 206	CEMETERY		\$ -	\$ 142,598.86	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 986,089.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 104,373.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 116,408.25	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 135,238.38	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 1,087,966.31	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 2,112,494.86	\$ 2,021,069.17
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,331,172.48	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 900,938.39	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 1,046,010.82	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 979,252.08	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 542,737.84	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 253,565.31	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 277,912.24	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 155,337.13	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 180,365.53	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 165,170.69	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 66,490.71	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 12,868.49	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 463,633.25	\$ 808,479.00
FUND 575	HOUSING		\$ 11,008.00	\$ 1,008,471.56	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ -	\$ 8,553,132.15	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 52,672.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 3,938,749.53	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 7,549.40	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 21,607.07	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 11,008.00	\$ 32,709,836.15	\$ 55,758,624.22

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

 4-17-24  
Patrick Martinez, City Manager Date

 4/12/24  
Finance Department Date

 4-16-24  
Virginia Tasker, City Treasurer Date

PROGRAM: GM348U  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20741	4112	00	APOMIX, LLC	04/02/2024	445.00	.00
20742	4102	00	CHARLOTTE SCHROEDER	04/02/2024	4,576.00	.00
20743	3000	00	DON MCCONE	04/02/2024	822.00	.00
20744	4110	00	ELIZABETH HARR	04/02/2024	210.00	.00
20745	4109	00	HAROLD RASPLICKA	04/02/2024	324.00	.00
20746	4103	00	HELEN ELROD	04/02/2024	494.00	.00
20747	4106	00	HENRY BAGHDADY	04/02/2024	1,218.00	.00
20748	3746	00	OSTERHOLT	04/02/2024	361.00	.00
20749	4104	00	RIVER GARDENS LLC	04/02/2024	1,407.00	.00
20750	4108	00	RIVER PALMS APTS LLC	04/02/2024	670.00	.00
20751	4107	00	SYLVIA POLEN	04/02/2024	481.00	.00
NUMBER OF CHECKS				11	11,008.00	
GRAND TOTAL						

## ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED 04/02/2024. 9:39:02

PROGRAM: GM346L  
CITY OF NEEDLES  
BANK 04 WELLS F

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20741	4112	APOMIX, LLC	005671		04/02/2024	575-5555-485.69-51	445.00 445.00 *	445.00
20742	4102	CHARLOTTE SCHROEDER	005653 005654 005655 005656 005657		04/02/2024 04/02/2024 04/02/2024 04/02/2024 04/02/2024	575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51	356.00 1,540.00 776.00 947.00 957.00 4,576.00 *	4,576.00
20743	3000	DON MCCONE	005669		04/02/2024	575-5555-485.69-51	822.00 822.00 *	822.00
20744	4110	ELIZABETH HARR	005672		04/02/2024	575-5555-485.69-51	210.00 210.00 *	210.00
20745	4109	HAROLD RASPLICKA	005670		04/02/2024	575-5555-485.69-51	324.00 324.00 *	324.00
20746	4103	HELEN ELROD	005665		04/02/2024	575-5555-485.69-51	494.00 494.00 *	494.00
20747	4106	HENRY BAGHDADY	005662 005663 005664		04/02/2024 04/02/2024 04/02/2024	575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51	442.00 359.00 417.00 1,218.00 *	1,218.00
20748	3746	OSTERHOLT	005666		04/02/2024	575-5555-485.69-51	361.00 361.00 *	361.00
20749	4104	RIVER GARDENS LLC	005658 005659 005660 005661		04/02/2024 04/02/2024 04/02/2024 04/02/2024	575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51 575-5555-485.69-51	313.00 384.00 405.00 305.00 1,407.00 *	1,407.00
20750	4108	RIVER PALMS APTS LLC	005668		04/02/2024	575-5555-485.69-51	670.00 670.00 *	670.00
20751	4107	SYLVIA POLEN	005667		04/02/2024	575-5555-485.69-51	481.00 481.00 *	481.00
BANK/CHECK TOTAL							11,008.00	11,008.00
ALL BANKS/CHECKS TOTAL							11,008.00	11,008.00



**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR APRIL 5, 2024**

		4/5/2024	FUND AMT.	5-Apr	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 7,763.90			
101.1015.412	CITY ATTORNEY	\$ -		\$ 54,927.80	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 184.19		\$ 214,114.11	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 516.77		\$ 971,756.19	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 314.56		\$ 211,862.58	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 14.02		\$ 27,538.03	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 347.58		\$ 265,168.37	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 32,235.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 70.95		\$ 48,415.28	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 2,794,914.66	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 204.27		\$ 170,667.83	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 157.61		\$ 191,564.22	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 771.64		\$ 467,296.44	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 2,533.22		\$ 497,611.97	\$ 818,943.00
101.4730.472	SANITATION	\$ 301.00		\$ 129,957.17	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 22.91		\$ 136,039.94	\$ 246,913.00
101.5772.452	PARKS	\$ 1,022.16		\$ 469,763.04	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 224.54		\$ 59,843.96	\$ 115,646.00
101.5774.452	RECREATION	\$ 1,139.01		\$ 311,616.53	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 15,588.33		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 525,580.27	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 5,922.00	\$ 74,559.00
FUND 206	CEMETERY		\$ 501.00	\$ 142,598.86	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 986,089.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 104,373.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 116,408.25	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 135,238.38	\$ 175,308.00
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FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 2,112,494.86	\$ 2,021,069.17
FUND 502	WATER DEPARTMENT		\$ 3,828.71	\$ 1,331,172.48	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 1,589.69	\$ 900,938.39	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 1,046,010.82	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 123.41	\$ 979,252.08	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ 240.89		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 96.41		\$ 542,737.84	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,025.22		\$ 253,565.31	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ 1,362.52		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 821.02	\$ 277,912.24	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 155,337.13	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 2,264.70	\$ 180,365.53	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 284.78	\$ 165,170.69	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 66,490.71	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 12,868.49	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 463,633.25	\$ 808,479.00
FUND 575	HOUSING		\$ 1,092.35	\$ 1,008,471.56	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ 7,661.55	\$ 8,553,132.15	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 52,672.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 3,938,749.53	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 7,549.40	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 21,607.07	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 35,118.06	\$ 32,709,836.15	\$ 55,758,624.22

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

 4-17-24  
Patrick Martinez, City Manager Date

 4/5/24  
Finance Department Date

 4-16-24  
Virginia Tasker, City Treasurer Date



CHECK / NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20752	4022	00	BENEFIT COORDINATORS CORPORATION	04/05/2024	3,544.80	.00
20753	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	04/05/2024	964.00	.00
20754	3275	00	CALIFORNIA STATE DISB.UNIT	04/05/2024	255.23	.00
20755	3286	00	COLONIAL LIFE	04/05/2024	3,790.37	.00
20756	227	00	FRANCHISE TAX BOARD	04/05/2024	25.00	.00
20757	1296	00	FRONTIER	04/05/2024	4,248.01	.00
20758	1305	00	GREAT WEST LIFE	04/05/2024	6,196.00	.00
20759	3634	00	GREAT-WEST LIFE & ANNUITY	04/05/2024	1,204.76	.00
20760	2879	00	JENNIFER VALENZUELA	04/05/2024	486.49	.00
20761	3458	00	MUTUAL OF OMAHA	04/05/2024	3,858.33	.00
20762	2599	00	SAN BERNARDINO COUNTY	04/05/2024	8,162.44	.00
20763	1199	00	SBPEA TEAMSTERS LOCAL 1932	04/05/2024	1,157.68	.00
20764	1199	00	SBPEA TEAMSTERS LOCAL 1932	04/05/2024	295.76	.00
20765	1217	00	VISION SERVICE PLAN	04/05/2024	929.19	.00
NUMBER OF CHECKS				14	GRAND TOTAL	35,118.06

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20752	4022	BENEFIT COORDINATORS CORP	005763		04/05/2024	101-1020-413.24-10	72.49	
			005763		04/05/2024	101-1025-415.24-10	272.38	
			005763		04/05/2024	101-1030-414.24-10	150.28	
			005763		04/05/2024	101-1040-417.24-10	77.90	
			005763		04/05/2024	101-1070-410.24-10	33.70	
			005763		04/05/2024	101-2025-424.24-10	67.40	
			005763		04/05/2024	101-2030-423.24-10	265.20	
			005763		04/05/2024	101-3010-431.24-10	198.34	
			005763		04/05/2024	101-4730-472.24-10	26.52	
			005763		04/05/2024	101-5772-452.24-10	271.94	
			005763		04/05/2024	101-5773-452.24-10	44.20	
			005763		04/05/2024	101-5774-452.24-10	256.36	
			005763		04/05/2024	206-5771-452.24-10	122.43	
			005763		04/05/2024	502-4710-471.24-10	247.74	
			005763		04/05/2024	503-4720-475.24-10	139.67	
			005763		04/05/2024	506-4713-477.24-10	39.78	
			005763		04/05/2024	508-4810-478.24-10	189.50	
			005763		04/05/2024	511-3020-432.24-10	60.22	
			005763		04/05/2024	575-5555-485.24-10	176.80	
			005763		04/05/2024	575-5555-485.24-15	122.10	
			005763		04/05/2024	580-4750-473.24-10	709.85	
						3,544.80	*	3,544.80
20753	1213	CALIFORNIA DEPT. OF TAX &	005673		04/05/2024	101-1025-415.61-02	16.27	
			005674		04/05/2024	101-1035-416.61-02	6.94	
			005675		04/05/2024	101-1040-417.61-02	41.81	
			005676		04/05/2024	101-2025-424.61-02	6.94	
			005677		04/05/2024	101-2030-423.61-02	23.21	
			005678		04/05/2024	101-3010-431.70-19	11.15	
			005679		04/05/2024	101-5773-452.61-01	7.75	
			005680		04/05/2024	101-5773-452.60-25	128.26	
			005681		04/05/2024	206-5771-452.43-28	232.50	
			005682		04/05/2024	508-4810-478.61-02	15.35	
			005683		04/05/2024	580-4750-473.61-04	48.82	
			005684		04/05/2024	580-4750-473.61-01	3.02	
			005685		04/05/2024	580-4750-473.61-21	181.09	
			005686		04/05/2024	507-0000-203.00-00	240.89	
						964.00	*	964.00
20754	3275	CALIFORNIA STATE DISB.UNI	005763		04/05/2024	575-0000-209.03-01	255.23	
							255.23	255.23
20755	3286	COLONIAL LIFE	005763		04/05/2024	101-0000-209.03-01	2,735.36	
			005763		04/05/2024	502-0000-209.03-01	115.92	
			005763		04/05/2024	503-0000-209.03-01	256.32	
			005763		04/05/2024	508-0000-209.03-01	259.83	
			005763		04/05/2024	580-0000-209.03-01	354.66	
			005763		04/05/2024	511-0000-209.03-01	68.28	
						3,790.37	*	3,790.37

CITY OF NEEDLES				CITY GENERAL CHECKING			
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	CHECK TOTAL
20756	227	FRANCHISE TAX BOARD	005763		04/05/2024	575-0000-209.03-01	25.00
							25.00 *
20757	1296	FRONTIER	005638		04/05/2024	101-5774-452.52-10	115.94
			005639		04/05/2024	101-5774-452.52-10	104.31
			005640		04/05/2024	502-4710-471.52-10	346.13
			005641		04/05/2024	503-4720-475.52-10	383.77
			005642		04/05/2024	503-4720-475.52-10	379.69
			005643		04/05/2024	507-5761-453.52-10	96.41
			005644		04/05/2024	510-4410-405.43-31	1,017.15
			005645		04/05/2024	510-4410-405.52-10	112.41
			005646		04/05/2024	510-4410-405.52-10	230.50
			005647		04/05/2024	510-4410-405.52-10	271.90
			005648		04/05/2024	510-4410-405.52-10	632.74
			005649		04/05/2024	580-4750-473.52-10	398.84
			005650		04/05/2024	580-4750-473.52-10	158.22
							4,248.01 *
							4,248.01
20758	1305	GREAT WEST LIFE & ANNUITY	005687		04/05/2024	101-0000-209.03-01	3,612.00
			005688		04/05/2024	502-0000-209.03-01	435.00
			005689		04/05/2024	580-0000-209.03-01	2,149.00
							6,196.00 *
							6,196.00
20759	3634	GREAT-WEST LIFE & ANNUITY	005690		04/05/2024	101-0000-209.03-01	194.13
			005691		04/05/2024	101-0000-209.03-01	24.27
			005692		04/05/2024	101-0000-209.03-01	213.04
			005693		04/05/2024	101-0000-209.03-01	97.57
			005694		04/05/2024	101-0000-209.03-01	158.76
			005695		04/05/2024	502-0000-209.03-01	94.89
			005696		04/05/2024	580-0000-209.03-01	174.52
			005697		04/05/2024	580-0000-209.03-01	60.36
			005698		04/05/2024	580-0000-209.03-01	127.83
			005699		04/05/2024	580-0000-209.03-01	59.39
							1,204.76 *
							1,204.76
20760	2879	JENNIFER VALENZUELA	005760		04/05/2024	101-5774-452.60-31	156.99
			005761		04/05/2024	101-5774-452.60-24	76.29
			005762		04/05/2024	101-5774-452.62-00	50.01
			005763		04/05/2024	101-5774-452.65-10	178.45
			005763		04/05/2024	101-5774-452.61-06	24.75
							486.49 *
							486.49
20761	3458	MUTUAL OF OMAHA	005763		04/05/2024	101-1020-413.24-10	98.39
			005763		04/05/2024	101-1025-415.24-10	174.57
			005763		04/05/2024	101-1030-414.24-10	124.90
			005763		04/05/2024	101-1040-417.24-10	197.09
			005763		04/05/2024	101-1070-410.24-10	26.36
			005763		04/05/2024	101-2020-423.24-10	116.35
			005763		04/05/2024	101-2025-424.24-10	54.41
			005763		04/05/2024	101-2030-423.24-10	272.64

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	
20761	3458	MUTUAL OF OMAHA	005763		04/05/2024	101-3010-431.24-10	184.83		
			005763		04/05/2024	101-4730-472.24-10	28.14		
			005763		04/05/2024	101-5770-452.24-10	22.91		
			005763		04/05/2024	101-5772-452.24-10	256.79		
			005763		04/05/2024	101-5773-452.24-10	35.18		
			005763		04/05/2024	101-5774-452.24-10	93.78		
			005763		04/05/2024	206-5771-452.24-10	80.30		
			005763		04/05/2024	502-4710-471.24-10	539.97		
			005763		04/05/2024	503-4720-475.24-10	128.41		
			005763		04/05/2024	506-4713-477.24-10	72.30		
			005763		04/05/2024	508-4810-478.24-10	253.53		
			005763		04/05/2024	511-3020-432.24-10	104.29		
			005763		04/05/2024	575-5555-485.24-10	135.63		
			005763		04/05/2024	575-5555-485.24-15	87.72		
			005763		04/05/2024	580-4750-473.24-10	769.84		
							3,858.33	*	3,858.33
20762	2589	SAN BERNARDINO COUNTY	005764		04/05/2024	101-2020-423.62-00	87.92		
			005765		04/05/2024	101-2030-423.62-00	131.07		
			005766		04/05/2024	101-3010-431.62-00	2,088.85		
			005767		04/05/2024	101-4730-472.62-00	240.35		
			005768		04/05/2024	101-5772-452.62-00	427.30		
			005769		04/05/2024	575-5555-485.62-00	168.38		
			005770		04/05/2024	206-5771-452.62-00	43.02		
			005771		04/05/2024	502-4710-471.62-00	1,773.83		
			005772		04/05/2024	503-4720-475.62-00	227.85		
			005773		04/05/2024	507-5761-453.62-00	1,025.22		
			005774		04/05/2024	508-4810-478.62-00	32.32		
			005775		04/05/2024	580-4750-473.62-00	1,980.97		
							8,162.44	*	8,162.44
20763	1199	SBPEA TEAMSTERS LOCAL 193	005703		04/05/2024	101-0000-209.03-01	552.68		
			005704		04/05/2024	502-0000-209.03-01	165.57		
			005705		04/05/2024	503-0000-209.03-01	35.26		
			005706		04/05/2024	508-0000-209.03-01	86.66		
			005707		04/05/2024	511-0000-209.03-01	36.36		
			005708		04/05/2024	580-0000-209.03-01	230.47		
			005709		04/05/2024	575-0000-209.03-01	50.68		
							1,157.68	*	1,157.68
20764	1199	SBPEA TEAMSTERS LOCAL 193	005700		04/05/2024	101-0000-209.03-01	176.09		
			005701		04/05/2024	502-0000-209.03-01	53.02		
			005702		04/05/2024	580-0000-209.03-01	66.65		
							295.76	*	295.76
20765	1217	VISION SERVICE PLAN	005763		04/05/2024	101-1020-413.24-10	13.31		
			005763		04/05/2024	101-1025-415.24-10	53.55		
			005763		04/05/2024	101-1030-414.24-10	39.38		
			005763		04/05/2024	101-1035-416.24-10	7.08		
			005763		04/05/2024	101-1040-417.24-10	30.78		

Item 6.

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
20765	1217	VISION SERVICE PLAN	005763		04/05/2024	101-1070-410.24-10	10.89	
			005763		04/05/2024	101-2025-424.24-10	28.86	
			005763		04/05/2024	101-2030-423.24-10	79.52	
			005763		04/05/2024	101-3010-431.24-10	50.05	
			005763		04/05/2024	101-4730-472.24-10	5.99	
			005763		04/05/2024	101-5772-452.24-10	66.13	
			005763		04/05/2024	101-5773-452.24-10	9.15	
			005763		04/05/2024	101-5774-452.24-10	82.13	
			005763		04/05/2024	206-5771-452.24-10	22.75	
			005763		04/05/2024	502-4710-471.24-10	56.64	
			005763		04/05/2024	503-4720-475.24-10	38.72	
			005763		04/05/2024	506-4713-477.24-10	11.33	
			005763		04/05/2024	508-4810-478.24-10	48.47	
			005763		04/05/2024	511-3020-432.24-10	15.63	
			005763		04/05/2024	575-5555-485.24-10	44.12	
			005763		04/05/2024	575-5555-485.24-15	26.69	
			005763		04/05/2024	580-4750-473.24-10	188.02	
							929.19	929.19

BANK/CHECK TOTAL

35,118.06

ALL BANKS/CHECKS TOTAL

35,118.06

**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR APRIL 10, 2024**

		4/10/2024	FUND AMT.	10-Apr	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 175.00			
101.1015.412	CITY ATTORNEY	\$ -		\$ 62,301.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 178,255.40	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 983,515.68	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 215,139.14	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 27,749.14	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 269,177.06	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 32,235.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 49,958.69	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 3,088,449.33	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 60,071.00		\$ 233,833.59	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ -		\$ 210,432.06	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 481,030.74	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 211.41		\$ 508,518.17	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 132,416.11	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 621.17		\$ 137,393.67	\$ 246,913.00
101.5772.452	PARKS	\$ 462.82		\$ 480,288.46	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 61,135.68	\$ 115,646.00
101.5774.452	RECREATION	\$ -		\$ 315,859.71	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 61,541.40		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 891,518.71	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 5,922.00	\$ 74,559.00
FUND 206	CEMETERY		\$ -	\$ 142,598.86	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 986,089.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 104,373.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 124,459.58	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 135,238.38	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 1,087,966.31	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 2,299,915.64	\$ 2,660,851.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,384,332.67	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 950,440.83	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 1,046,448.09	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 985,737.76	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 11.00		\$ 585,876.14	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 296,044.51	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ 11.00		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 284,523.82	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 158,562.13	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 27.26	\$ 187,730.69	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 170,010.85	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 73,973.13	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 14,047.20	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 500,270.82	\$ 808,479.00
FUND 575	HOUSING		\$ 29.34	\$ 1,025,120.74	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ -	\$ 9,178,275.72	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 52,672.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 3,938,749.53	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 7,549.40	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 21,607.07	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 61,609.00	\$ 34,587,979.59	\$ 56,398,406.05

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

 4-17-24  
Patrick Martinez, City Manager Date

 4/10/24  
Paula Finance Department Date

 4-16-24  
Virginia Tasker, City Treasurer Date

PROGRAM: GM348U  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20766	3640	00	ANDERSON FORD OF BULLHEAD CITY	04/10/2024	55,750.00	.00
20767	1871	00	DMV	04/10/2024	4,321.00	.00
20768	3949	00	JANET JERNIGAN	04/10/2024	175.00	.00
20769	3283	00	LOWE'S	04/10/2024	860.86	.00
20770	3796	00	ROUTE 66 BROADBAND LLC	04/10/2024	403.13	.00
20771	284	00	SOUTHWEST GAS CORP.	04/10/2024	99.01	.00
NUMBER OF CHECKS				6	61,609.00	
				GRAND TOTAL		



ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

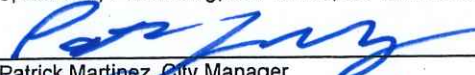
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20766	3640	ANDERSON FORD OF BULLHEAD	PI0274	024095	04/10/2024	101-2020-423.72-15	55,750.00 55,750.00 *	55,750.00
20767	1871	DMV	005924		04/10/2024	101-2020-423.72-15	4,321.00 4,321.00 *	4,321.00
20768	3949	JANET JERNIGAN	005915		04/10/2024	101-0000-362.01-00	175.00 175.00 *	175.00
20769	3283	LOWE'S	005887 005888 005889 005890		04/10/2024 04/10/2024 04/10/2024 04/10/2024	101-5770-452.43-02 101-5772-452.60-10 101-5770-452.43-02 101-5770-452.43-02	319.75 239.69 86.78 214.64 860.86 *	860.86
20770	3796	ROUTE 66 BROADBAND LLC	005736 005737		04/10/2024 04/10/2024	101-5772-452.52-10 101-3010-431.52-10	223.13 180.00 403.13 *	403.13
20771	284	SOUTHWEST GAS CORP.	005920 005921 005922 005923		04/10/2024 04/10/2024 04/10/2024 04/10/2024	575-5555-485.41-50 507-5761-453.41-50 510-4410-405.41-60 101-3010-431.41-60	29.34 11.00 27.26 31.41 99.01 *	99.01
BANK/CHECK TOTAL							61,609.00	61,609.00
ALL BANKS/CHECKS TOTAL							61,609.00	61,609.00

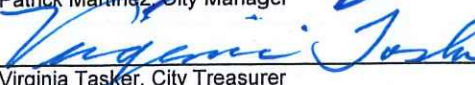


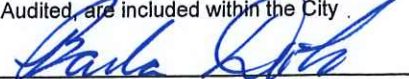
**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR APRIL 23, 2024**

		4/23/2024	FUND AMT.	23-Apr	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 2,808.25			
101.1015.412	CITY ATTORNEY	\$ 7,374.15		\$ 62,301.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 172.07		\$ 178,427.47	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 5,101.13		\$ 983,584.04	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 643.55		\$ 215,195.09	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 10,773.67		\$ 38,329.76	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 222.47		\$ 269,349.78	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 32,235.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 1,001.14		\$ 49,958.69	\$ 62,202.00
101.2010.421	SHERIFF	\$ 293,534.67		\$ 3,088,449.33	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 755.44		\$ 234,366.74	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ 14,560.81		\$ 210,601.78	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 8,317.64		\$ 481,203.46	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 3,037.41		\$ 508,832.16	\$ 818,943.00
101.4730.472	SANITATION	\$ 1,637.22		\$ 132,416.11	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 4,211.92		\$ 141,416.11	\$ 246,913.00
101.5772.452	PARKS	\$ 3,051.95		\$ 480,288.46	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 40.43		\$ 61,176.11	\$ 115,646.00
101.5774.452	RECREATION	\$ 1,898.70		\$ 317,667.80	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 359,142.62		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ 366,933.44	\$ 892,513.71	\$ 4,363,469.00
FUND 205	CDBG		\$ -	\$ 5,922.00	\$ 74,559.00
FUND 206	CEMETERY		\$ 4,652.20	\$ 149,541.71	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 986,089.74	\$ 1,996,090.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 104,373.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 8,051.33	\$ 124,459.58	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 135,238.38	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 1,087,966.31	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 5,260.99	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ 476.93	\$ 2,299,915.64	\$ 2,660,851.00
FUND 502	WATER DEPARTMENT		\$ 26,370.98	\$ 1,387,090.01	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 39,564.77	\$ 952,702.90	\$ 1,312,828.00
FUND 505	SANITATION		\$ 604.09	\$ 1,046,448.09	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 1,897.80	\$ 985,737.76	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 320.88		\$ 585,876.14	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 7,675.36		\$ 302,547.69	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ 7,996.24		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 723.79	\$ 284,523.82	\$ 496,825.00
FUND 509	MIS		\$ 59,585.93	\$ 214,923.06	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 5,349.80	\$ 187,800.59	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 2,332.76	\$ 170,010.85	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ 7,482.42	\$ 73,973.13	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 1,178.71	\$ 14,047.20	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 36,637.57	\$ 500,270.82	\$ 808,479.00
FUND 575	HOUSING		\$ 14,580.68	\$ 1,025,120.74	\$ 1,322,653.00
FUND 580	ELECTRIC		\$ 111,918.66	\$ 9,179,550.14	\$ 12,778,862.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 52,672.81	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ 136,829.34	\$ 4,075,578.87	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 7,549.40	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 21,607.07	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 1,192,310.06	\$ 34,820,084.88	\$ 56,398,406.05

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.

 4-19-24  
Patrick Martinez, City Manager Date

 4-17-24  
Virginia Tasker, City Treasurer Date

 4/16/24  
Paula Dobb, Finance Department Date

PROGRAM: GM348U  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20772	342	00	ABC FIRE EXTINGUISHER CO.	04/23/2024	3,452.71	.00
20773	1008	00	ACUSHNET COMPANY	04/23/2024	653.44	.00
20774	3305	00	AGUA CALIENTE	04/23/2024	25,948.00	.00
20775	1924	00	AAA MACAV POWER SERVICE	04/23/2024	322.93	.00
20776	3750	00	AUTO ZONE	04/23/2024	787.34	.00
20777	2629	00	BARON PEST SOLUTIONS	04/23/2024	95.00	.00
20778	480	00	BEST BEST & KRIEGER LLP	04/23/2024	2,343.40	.00
20779	178	00	BIG O TIRES & NAPA AUTO PARTS	04/23/2024	1,174.88	.00
20780	3313	00	BLUE RIVER WATER CORP.	04/23/2024	49.30	.00
20781	3595	00	BOOT BARN	04/23/2024	300.00	.00
20782	3479	00	BRAUN BLAISING & WYNNE P.C.	04/23/2024	935.87	.00
20783	3944	00	BULLHEAD FRAME & BODY	04/23/2024	13,182.55	.00
20784	4165	00	BURKE CONSULTING GROUP PLLC	04/23/2024	4,383.54	.00
20785	3896	00	BUSINESSOLVER	04/23/2024	226.38	.00
20786	709	00	CALLAWAY	04/23/2024	249.42	.00
20787	4051	00	CORA CONSTRUCTORS, INC.	04/23/2024	27,626.83	.00
20788	3931	00	D & J INTERNATIONAL, INC.	04/23/2024	604.09	.00
20789	2934	00	DANA KEPNER COMPANY INC.	04/23/2024	1,057.11	.00
20790	440	00	DECO FOODSERVICE INCCORP.	04/23/2024	997.00	.00
20791	3580	00	DIAMOND PURE WATER	04/23/2024	59.00	.00
20792	3561	00	DIVISION OF THE STATE ARCHITECT	04/23/2024	12.80	.00
20793	501	00	DOI-BOR-REGION: LOWER COLORADO	04/23/2024	12,697.95	.00
20794	3462	00	EUSI LLC	04/23/2024	26,177.24	.00
20795	3314	00	FINDLAY MOTOR COMPANY	04/23/2024	709.96	.00
20796	4092	00	FOREUP GOLF SOFTWARE	04/23/2024	159.00	.00
20797	324	00	GRAINGER	04/23/2024	167.83	.00
20798	2612	00	HARDWARE EXPRESS	04/23/2024	770.27	.00
20799	2612	00	HARDWARE EXPRESS	04/23/2024	3,507.97	.00
20800	3864	00	HORIZON TECHNOLOGIES INC.	04/23/2024	980.00	.00
20801	4000	00	JARROD DELEON	04/23/2024	491.81	.00
20802	1757	00	MERCHANT JT & S	04/23/2024	550.00	.00
20803	3998	00	MICHAEL BAKER INTERNATIONAL, INC	04/23/2024	12,358.10	.00
20804	218	00	NEWS WEST PUBLISHING CO.	04/23/2024	664.19	.00
20805	1786	00	NPUA	04/23/2024	VOID	.00
20806	1786	00	NPUA	04/23/2024	41,903.03	.00
20807	3324	00	OFFICE EXPRESS	04/23/2024	80.58	.00
20808	3315	00	ONLINE INFORMATION SERVICES	04/23/2024	62.56	.00
20809	4074	00	PACIFIC HYDROTECH CORPORATION	04/23/2024	109,202.51	.00
20810	3767	00	PATRICK MARTINEZ	04/23/2024	137.10	.00
20811	239	00	PHILLIPS EXCAVATING INC.	04/23/2024	364,748.70	.00
20812	245	00	PREMIER GOLF CARS INC.	04/23/2024	307.52	.00
20813	15	00	QUILL LLC	04/23/2024	1,375.65	.00
20814	2068	00	RICOH USA, INC.	04/23/2024	307.42	.00
20815	4171	00	ROLLIN'S	04/23/2024	1,833.75	.00
20816	2687	00	S.B. COUNTY FIRE DEPARTMENT	04/23/2024	1,637.22	.00
20817	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	04/23/2024	301,586.00	.00
20818	3290	00	SASE COMPANY INC.	04/23/2024	586.51	.00
20819	4050	00	SEPI MARKETING CORP.	04/23/2024	348.00	.00
20820	1	00	SHADER, MICHAEL	04/23/2024	81.57	.00
20821	1	00	SHANHOLTZER, TAMARA	04/23/2024	124.86	.00
20822	3344	00	SLOVAK BARON & EMPEY LLP	04/23/2024	23,455.12	.00

PROGRAM: GM348U  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20823	4156	00	SMITHMARION	04/23/2024	1,706.00	.00
20824	3577	00	SONSRAY MACHINERY LLC	04/23/2024	257.14	.00
20825	3705	00	SUPERION, LLC	04/23/2024	52,960.93	.00
20826	3483	00	SWRCB	04/23/2024	1,673.00	.00
20827	4008	00	THE PRINTER GUYS LLC	04/23/2024	1,647.99	.00
20828	3950	00	TKE ENGINEERING INC	04/23/2024	1,945.25	.00
20829	3917	00	TOUCHSTONE GOLF LLC	04/23/2024	5,000.00	.00
20830	3873	00	TRANSPORTATION CONCEPTS	04/23/2024	45,298.70	.00
20831	3266	00	TRI STATE TOOL REPAIR	04/23/2024	276.62	.00
20832	772	00	TRI-STATE ACE HARDWARE	04/23/2024	112.55	.00
20833	2819	00	TRI-STATE HOSE & FITTINGS	04/23/2024	70.31	.00
20834	2798	00	U.S. DEPARTMENT OF ENERGY	04/23/2024	63,085.28	.00
20835	3825	00	ULTRA PEST CONTROL, LLC	04/23/2024	45.00	.00
20836	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	04/23/2024	225.25	.00
20837	3830	00	UNIFIRST CORPORATION	04/23/2024	636.09	.00
20838	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	04/23/2024	1,440.85	.00
20839	1057	00	WESTERN TECHNOLOGIES INC	04/23/2024	995.00	.00
20840	3967	00	WILLDAN ENGINEERING	04/23/2024	14,292.70	.00
20841	1	00	WILSON, BARBARA	04/23/2024	270.50	.00
20842	1023	00	XEROX	04/23/2024	449.46	.00
20843	4170	00	ZEREK PHILLIPS	04/23/2024	322.43	.00
20844	3045	00	ZIONS BANK	04/23/2024	1,500.00	.00
20845	3828	00	3D-NETWORKS LLC	04/23/2024	6,625.00	.00
NUMBER OF CHECKS				74	GRAND TOTAL	
					1,192,310.06	



CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20772	342	ABC FIRE EXTINGUISHER CO.	005604		04/23/2024	502-4710-471.31-90	60.00	
			005710		04/23/2024	206-5771-452.43-18	384.66	
			005711		04/23/2024	580-4750-473.61-21	453.90	
			005712		04/23/2024	580-4750-473.61-21	797.79	
			005713		04/23/2024	101-3010-431.61-21	579.00	
			005756		04/23/2024	503-4720-475.61-21	524.36	
			005892		04/23/2024	507-5762-454.43-08	449.00	
			005893		04/23/2024	507-5762-454.43-08	108.00	
			005898		04/23/2024	101-2020-423.61-21	96.00	
							3,452.71	3,452.71
20773	1008	ACUSHNET COMPANY	005981		04/23/2024	507-5762-454.44-10	653.44	
							653.44	653.44
20774	3305	AGUA CALIENTE	005906		04/23/2024	580-4750-473.63-10	25,948.00	
							25,948.00	25,948.00
20775	1924	AHA MACAV POWER SERVICE	005891		04/23/2024	580-4750-473.63-12	322.93	
							322.93	322.93
20776	3750	AUTO ZONE	005714		04/23/2024	511-3021-432.43-26	79.99	
			005715		04/23/2024	101-3010-431.43-44	351.83	
			005899		04/23/2024	511-3020-432.61-14	342.60	
			005900		04/23/2024	511-3021-432.43-23	12.92	
							787.34	787.34
20777	2629	BARON PEST SOLUTIONS	005884		04/23/2024	510-4410-405.43-01	95.00	
							95.00	95.00
20778	480	BEST BEST & KRIEGER LLP	005824		04/23/2024	502-4710-471.31-50	1,945.60	
			005825		04/23/2024	506-4713-477.31-50	397.80	
							2,343.40	2,343.40
20779	178	BIG O TIRES & NAPA AUTO P	005605		04/23/2024	503-4720-475.43-02	19.03	
			005716		04/23/2024	101-3010-431.43-44	68.99	
			005717		04/23/2024	511-3021-432.43-26	39.86	
			005718		04/23/2024	511-3020-432.61-14	178.84	
			005719		04/23/2024	101-3010-431.43-44	7.18	
			005901		04/23/2024	511-3021-432.43-36	311.39	
			005902		04/23/2024	511-3021-432.43-36	9.57	
			005902		04/23/2024	511-3021-432.43-25	156.46	
			005902		04/23/2024	511-3021-432.43-27	25.85	
			005926		04/23/2024	503-4720-475.60-55	357.71	
							1,174.88	1,174.88
20780	3313	BLUE RIVER WATER CORP.	005894		04/23/2024	507-5761-453.43-17	49.30	
							49.30	49.30
20781	3595	BOOT BARN	005993		04/23/2024	101-3010-431.60-28	300.00	
							300.00	300.00

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20782	3479	BRAUN BLAISING & WYNNE P.	005603		04/23/2024	580-4750-473.31-50	935.87 935.87 *	935.87
20783	3944	BULLHEAD FRAME & BODY	PI0273	024094	04/23/2024	502-4710-471.43-03	13,182.55 13,182.55 *	13,182.55
20784	4165	BURKE CONSULTING GROUP PL	PI0267	024085	04/23/2024	101-1025-415.31-90	4,383.54 4,383.54 *	4,383.54
20785	3896	BUSINESSOLVER	005637		04/23/2024	101-1025-415.31-90	226.38 226.38 *	226.38
20786	709	CALLAWAY	005895		04/23/2024	507-5762-454.44-10	249.42 249.42 *	249.42
20787	4051	CORA CONSTRUCTORS, INC.	PI0283	024020	04/23/2024	582-4710-471.71-05	27,626.83 27,626.83 *	27,626.83
20788	3931	D & J INTERNATIONAL, INC.	005720		04/23/2024	505-4730-472.61-01	604.09 604.09 *	604.09
20789	2934	DANA KEPNER COMPANY INC.	005964 005965		04/23/2024 04/23/2024	502-4710-471.60-55 502-4710-471.60-55	237.23 819.88 1,057.11 *	1,057.11
20790	440	DECO FOODSERVICE INCORP.	005903 005985 005986 005987 005988		04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024	507-5762-454.61-06 580-4750-473.61-21 502-4710-471.61-21 580-4750-473.61-21 502-4710-471.61-21	157.00 210.00 210.00 210.00 210.00 997.00 *	997.00
20791	3580	DIAMOND PURE WATER	005776 005902 005927		04/23/2024 04/23/2024 04/23/2024	510-4410-405.61-01 511-3020-432.43-29 101-5774-452.60-24	54.00 12.00 17.00 59.00 *	59.00
20792	3561	DIVISION OF THE STATE ARC	005907		04/23/2024	101-0000-321.04-00	12.80 12.80 *	12.80
20793	501	DOI-BOR-REGION: LOWER COL	005792		04/23/2024	580-4750-473.63-10	12,697.95 12,697.95 *	12,697.95
20794	3462	EUSI LLC	PI0272	024001	04/23/2024	503-4720-475.31-98	26,177.24 26,177.24 *	26,177.24
20795	3314	FINDLAY MOTOR COMPANY	005908		04/23/2024	511-3021-432.43-38	709.96 709.96 *	709.96
20796	4092	FOREUP GOLF SOFTWARE	005861		04/23/2024	507-5762-454.61-09	159.00	159.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC./RETAIN)	CHECK TOTAL
20796	4092	FOREUP GOLF SOFTWARE					159.00 *	159.00
20797	324	GRAINGER	005909		04/23/2024	507-5761-453.63-00	167.83 167.83 *	167.83
20798	2612	HARDWARE EXPRESS	005721 005722 005723 005724 005725 005726 005752 005753 005777 005864 005865 005866 005867 005902 005902 005902 005910 005928 005929 005989 005990		04/23/2024 04/23/2024			

PREPARED 04/11/2024, 11:10:11  
PROGRAM: GM346L  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20799	2612	HARDWARE EXPRESS	005848 005849 005850 005851 005852 005853 005854 005855 005856 005857 005858 005859		04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024	575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02	43.18 49.55 106.60 29.16 23.77 66.78 20.46 6.77 624.94 63.10 14.35 13.50 3,507.97 *	3,507.97
20800	3864	HORIZON TECHNOLOGIES INC.	005610 005611 005612 005613 005614 005615 005616		04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024	101-2020-423.52-10 101-2030-423.52-10 508-4810-478.52-10 503-4720-475.52-10 502-4710-471.52-10 580-4750-473.52-10 101-3010-431.52-10	70.00 70.00 70.00 140.00 280.00 175.00 175.00 980.00 *	980.00
20801	4000	JARROD DELEON	005862 005905 005963		04/23/2024 04/23/2024 04/23/2024	507-5762-454.61-09 507-5761-453.43-04 507-5762-454.43-08	35.45 103.75 352.61 491.81 *	491.81
20802	1757	MERCHANT JOB TRAINING & S	005991		04/23/2024	580-4750-473.31-40	550.00 550.00 *	550.00
20803	3998	MICHAEL BAKER INTERNATIONAL	005957 005958 005959 005960 005961 005962 PI0277 PI0278 PI0279 PI0280 PI0281 PI0282		04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024	101-0000-204.03-01 101-0000-204.03-01 101-0000-204.03-01 101-0000-204.03-01 101-0000-204.03-01 101-0000-204.03-01 101-1035-416.31-90 101-1035-416.31-90 101-1035-416.31-90 101-1035-416.31-90 101-1035-416.31-90 101-1035-416.31-90	276.00 92.00 155.00 470.40 110.40 846.40 3,388.90 402.00 184.00 5,253.00 460.00 720.00 12,358.10 *	12,358.10
20804	218	NEWS WEST PUBLISHING CO.	005727 005728 005729 005730 005731		04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024	101-3010-431.53-00 102-3010-431.71-22 101-1035-416.53-00 101-1025-415.53-00 101-2025-424.53-00	105.58 89.74 97.66 188.65 45.64	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20804	218	NEWS WEST PUBLISHING CO.	005732		04/23/2024	101-1035-416.53-00	45.64	
			005733		04/23/2024	502-4710-471.53-00	45.64	
			005734		04/23/2024	101-3010-431.53-00	45.64	
							664.19	664.19 *
20805	1786	NPUA	005778		04/23/2024	502-4710-471.41-10	37.17	
20806	1786	NPUA	005779		04/23/2024	580-4750-473.41-11	2,913.72	
			005795		04/23/2024	580-4750-473.41-11	55.92	
			005796		04/23/2024	580-4750-473.41-11	61.38	
			005797		04/23/2024	101-1070-410.41-10	573.50	
			005798		04/23/2024	101-1070-410.41-20	250.72	
			005799		04/23/2024	101-1070-410.41-30	84.83	
			005870		04/23/2024	503-4720-475.41-10	35.23	
			005871		04/23/2024	503-4720-475.41-20	244.97	
			005872		04/23/2024	503-4720-475.41-10	370.75	
			005873		04/23/2024	503-4720-475.41-20	47.95	
			005874		04/23/2024	503-4720-475.41-10	8,322.01	
			005875		04/23/2024	503-4720-475.41-20	342.62	
			005876		04/23/2024	510-4410-405.41-10	773.73	
			005877		04/23/2024	510-4410-405.41-20	247.42	
			005878		04/23/2024	510-4410-405.41-30	2,460.07	
			005879		04/23/2024	502-4710-471.41-10	1,429.89	
			005902		04/23/2024	101-5772-452.41-20	236.22	
			005902		04/23/2024	101-5772-452.41-30	41.60	
			005902		04/23/2024	101-5772-452.41-10	805.43	
			005902		04/23/2024	101-5772-452.41-20	84.83	
			005902		04/23/2024	101-5772-452.41-10	78.08	
			005902		04/23/2024	101-5772-452.41-10	60.02	
			005902		04/23/2024	101-5772-452.41-20	276.07	
			005902		04/23/2024	101-5772-452.41-10	849.64	
			005902		04/23/2024	101-5772-452.41-20	80.11	
			005902		04/23/2024	101-5772-452.41-10	102.80	
			005902		04/23/2024	101-5772-452.41-10	38.36	
			005902		04/23/2024	575-5555-485.41-10	452.41	
			005902		04/23/2024	575-5555-485.41-20	3,714.27	
			005902		04/23/2024	575-5555-485.41-30	4,713.64	
			005930		04/23/2024	502-4710-471.41-10	820.05	
			005931		04/23/2024	502-4710-471.41-10	57.12	
			005932		04/23/2024	502-4710-471.41-10	66.25	
			005933		04/23/2024	101-5774-452.41-10	998.16	
			005934		04/23/2024	101-5774-452.41-20	240.06	
			005935		04/23/2024	101-5774-452.41-30	169.66	
			005936		04/23/2024	101-5774-452.41-10	70.02	
			005937		04/23/2024	101-5774-452.41-20	158.36	
			005938		04/23/2024	101-5770-452.41-10	2,731.50	
			005939		04/23/2024	101-5770-452.41-20	1,186.17	
			005940		04/23/2024	101-5770-452.41-30	84.83	
			005941		04/23/2024	101-5773-452.41-10	40.43	
			005977		04/23/2024	580-4750-473.41-11	38.63	

VOIDED



CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20806	1786	NPUA	005978		04/23/2024	580-4750-473.41-11	34.59	
			005980		04/23/2024	503-4720-475.41-10	36.31	
			005980		04/23/2024	503-4720-475.41-10	47.40	
			005980		04/23/2024	503-4720-475.41-20	47.56	
			005980		04/23/2024	502-4710-471.41-10	48.74	
			005980		04/23/2024	502-4710-471.41-10	47.92	
			005980		04/23/2024	101-2020-423.41-10	243.23	
			005980		04/23/2024	101-2020-423.41-20	120.26	
			005980		04/23/2024	101-2020-423.41-30	169.66	
			005980		04/23/2024	580-4750-473.41-11	34.59	
			005980		04/23/2024	206-5771-452.41-10	44.64	
			005980		04/23/2024	206-5771-452.41-20	4,113.03	
			005980		04/23/2024	206-5771-452.41-30	84.83	
			005980		04/23/2024	580-4750-473.41-11	34.59	
			005980		04/23/2024	502-4710-471.41-10	37.75	
			005980		04/23/2024	502-4710-471.41-10	148.70	
			005983		04/23/2024	507-5762-454.41-10	125.28	
			005984		04/23/2024	580-4750-473.41-11	37.35	
							41,903.03	41,903.03
20807	3324	OFFICE EXPRESS	005863		04/23/2024	101-5774-452.60-24	80.58	80.58
20808	3315	ONLINE INFORMATION SERVIC	005780		04/23/2024	508-4810-478.31-46	62.56	62.56
20809	4074	PACIFIC HYDROTECH CORPORA	PI0284	024016	04/23/2024	582-4710-471.71-05	109,202.51	109,202.51
20810	3767	PATRICK MARTINEZ	005982		04/23/2024	101-1020-413.55-00	137.10	137.10
20811	239	PHILLIPS EXCAVATING INC.	PI0271	024086	04/23/2024	102-3010-431.71-22	364,748.70	364,748.70
20812	245	PREMIER GOLF CARS INC.	005735		04/23/2024	101-5772-452.43-04	307.52	307.52
20813	15	QUILL LLC	005636		04/23/2024	510-4410-405.61-01	338.31	
			005913		04/23/2024	510-4410-405.61-06	185.29	
			005914		04/23/2024	510-4410-405.61-06	202.46	
			005916		04/23/2024	510-4410-405.61-01	75.40	
			005917		04/23/2024	510-4410-405.61-01	540.80	
			005980		04/23/2024	101-1025-415.61-01	33.39	
							1,375.65	1,375.65
20814	2068	RICOH USA, INC.	005781		04/23/2024	510-4410-405.70-02	307.42	307.42
20815	4171	ROLLIN'J'S	005918		04/23/2024	580-4750-473.69-22	916.87	

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20815	4171	ROLLIN'S	005919		04/23/2024	502-4710-471.69-22	916.88 1,833.75 *	1,833.75
20816	2687	S.B. COUNTY FIRE DEPARTMENT	005606		04/23/2024	101-4730-472.49-16	1,637.22 1,637.22 *	1,637.22
20817	3361	S.B. COUNTY SHERIFF'S DEPT	005782 005783		04/23/2024 04/23/2024	101-2010-421.31-80 225-2010-421.31-80	293,534.67 8,051.33 301,586.00 *	301,586.00
20818	3290	SASE COMPANY INC.	005739		04/23/2024	101-3010-431.43-57	586.51 586.51 *	586.51
20819	4050	SEPI MARKETING CORP.	005974		04/23/2024	507-5762-454.53-00	348.00 348.00 *	348.00
20820	1	SHADER, MICHAEL	UT		04/23/2024	501-0000-211.00-00	81.57 81.57 *	81.57
20821	1	SHANHOLTZER, TAMARA	UT		04/23/2024	501-0000-211.00-00	124.86 124.86 *	124.86
20822	3344	SLOVAK BARON EMPEY MURPHY	005800 005801 005802 005803 005804 005805 005806 005807 005808 005809 005810 005811 005812 005813 005814 005815 005816 005817 005818 005819 005820 005821 005822 005823		04/23/2024 04/23/2024	575-5555-485.31-50 101-1015-412.31-50 502-4710-471.31-50 580-4750-473.31-50 502-4710-471.31-50 101-1025-415.31-50 101-1015-412.31-97 101-1030-414.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50	474.60 5,800.00 3,866.67 1,933.33 1,148.40 45.20 1,574.15 587.60 674.00 67.80 887.00 452.00 3,422.60 156.00 220.99 28.00 42.00 881.40 95.09 158.20 15.39 67.80 811.70 45.20 23,455.12 *	
20823	4156	SMITH MARION & CO., PC	PI0270	024075	04/23/2024	575-5555-485.31-49	1,706.00 1,706.00 *	1,706.00

CITY OF NEEDLES BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING							
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	CHECK TOTAL
20824	3577	SONSRAY MACHINERY LLC	005902		04/23/2024	511-3021-432.43-36	257.14 257.14 *
20825	3705	SUPERION, LLC	PI0275	024097	04/23/2024	509-4910-479.43-05	52,960.93 52,960.93 *
20826	3483	SWRCB ACCOUNTING OFFICE	005956		04/23/2024	503-4720-475.69-03	1,673.00 1,673.00 *
20827	4008	THE PRINTER GUYS LLC	005738 005746 005880 005881 005882 005883 005911 005912 005970 005971 005972 005973		04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024	508-4810-478.61-02 580-4750-473.61-01 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02 101-1025-415.61-02 508-4810-478.61-02 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02	99.00 134.99 49.75 49.75 49.75 49.75 189.00 475.00 137.75 137.75 137.75 1,647.99 *
20828	3950	TKE ENGINEERING INC	005619 005620 005747 005748 005975		04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024	101-0000-204.03-01 101-0000-204.03-01 102-3010-431.71-22 102-3010-431.71-22 101-0000-204.03-01	255.00 464.00 840.00 260.00 126.25 1,945.25 *
20829	3917	TOUCHSTONE GOLF LLC	PI0276	024034	04/23/2024	507-5762-454.31-89	5,000.00 5,000.00 *
20830	3873	TRANSPORTATION CONCEPTS	005784 005785 005786 005787 005788 005789 005790 005791		04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024 04/23/2024	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	34,489.86 2,147.71 5,738.21 1,369.49 374.72 742.65 342.37 93.69 45,298.70 *
20831	3266	TRI STATE TOOL REPAIR	005741		04/23/2024	101-3010-431.61-33	276.62 276.62 *
20832	772	TRI-STATE ACE HARDWARE	005743		04/23/2024	101-3010-431.61-33	112.55 112.55 *
20833	2819	TRI-STATE HOSE & FITTINGS	005740		04/23/2024	511-3021-432.43-26	70.31

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20833	2819	TRI-STATE HOSE & FITTINGS					70.31 *	70.31
20834	2798	U.S. DEPARTMENT OF ENERGY	005749		04/23/2024	580-4750-473.63-10	54,384.66	
			005750		04/23/2024	580-4750-473.63-10	2,045.00	
			005751		04/23/2024	580-4750-473.63-10	6,407.50	
			005793		04/23/2024	580-4750-473.63-10	248.12	
							63,085.28 *	63,085.28
20835	3825	ULTRA PEST CONTROL, LLC	005942		04/23/2024	101-5774-452.43-18	45.00	
							45.00 *	45.00
20836	315	UNDERGROUND SERVICE ALERT	005607		04/23/2024	503-4720-475.49-14	75.08	
			005608		04/23/2024	580-4750-473.49-14	75.09	
			005609		04/23/2024	502-4710-471.43-04	75.08	
							225.25 *	225.25
20837	3830	UNIFIRST CORPORATION	005617		04/23/2024	503-4720-475.61-04	20.84	
			005744		04/23/2024	508-4810-478.61-04	8.67	
			005745		04/23/2024	101-5772-452.61-04	19.04	
			005755		04/23/2024	502-4710-471.61-04	32.42	
			005794		04/23/2024	580-4750-473.61-04	136.22	
			005868		04/23/2024	507-5762-454.43-08	14.31	
			005869		04/23/2024	101-5774-452.61-06	10.03	
			005886		04/23/2024	575-5555-485.61-04	11.79	
			005904		04/23/2024	511-3020-432.61-04	123.26	
			005904		04/23/2024	101-5772-452.61-04	19.04	
			005943		04/23/2024	503-4720-475.61-04	45.84	
			005944		04/23/2024	502-4710-471.61-04	27.52	
			005945		04/23/2024	101-5774-452.61-06	10.03	
			005968		04/23/2024	508-4810-478.61-04	8.56	
			005969		04/23/2024	507-5762-454.43-08	23.85	
			005979		04/23/2024	580-4750-473.61-04	124.67	
							636.09 *	636.09
20838	3528	WESTERN ENVIRONMENTAL TES	005618		04/23/2024	503-4720-475.59-75	322.00	
			005754		04/23/2024	503-4720-475.59-75	322.00	
			005826		04/23/2024	502-4710-471.59-75	536.00	
			005885		04/23/2024	503-4720-475.59-75	260.85	
							1,440.85 *	1,440.85
20839	1057	WESTERN TECHNOLOGIES INC	005995		04/23/2024	102-5772-452.72-18	995.00	
							995.00 *	995.00
20840	3967	WILLDAN ENGINEERING	005652		04/23/2024	101-2025-424.31-10	1,008.70	
			PI0268	024089	04/23/2024	101-2025-424.31-10	12,909.00	
			PI0269	024089	04/23/2024	101-2025-424.31-10	375.00	
							14,292.70 *	14,292.70
20841	1	WILSON, BARBARA	UT		04/23/2024	501-0000-211.00-00	270.50	
							270.50 *	270.50

PREPARED 04/11/2024, 11:10:11  
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
20842	1023	XEROX	005946		04/23/2024	101-5774-452.74-20	99.80	
			005947		04/23/2024	101-1020-413.70-01	34.97	
			005948		04/23/2024	101-1025-415.70-01	34.97	
			005949		04/23/2024	101-1030-414.70-01	55.95	
			005950		04/23/2024	101-1035-416.70-01	34.97	
			005951		04/23/2024	101-1040-417.70-01	34.97	
			005952		04/23/2024	101-2025-424.70-01	34.97	
			005953		04/23/2024	101-2030-423.70-01	34.97	
			005954		04/23/2024	101-3010-431.70-01	13.99	
			005955		04/23/2024	510-4410-405.70-01	69.90	
							449.46	449.46
20843	4170	ZEREK PHILLIPS	005757		04/23/2024	101-3010-431.55-00	322.43	
							322.43	322.43
20844	3045	ZIONS BANK	005860		04/23/2024	506-4713-477.69-21	1,500.00	
							1,500.00	1,500.00
20845	3828	3D-NETWORKS LLC	005621		04/23/2024	509-4910-479.31-90	2,725.00	
			005622		04/23/2024	509-4910-479.31-53	500.00	
			005966		04/23/2024	509-4910-479.31-53	575.00	
			005967		04/23/2024	509-4910-479.31-90	2,825.00	
							6,625.00	6,625.00
BANK/CHECK TOTAL							1,192,310.06	1,192,310.06
ALL BANKS/CHECKS TOTAL							1,192,310.06	1,192,310.06

# MINUTES

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

---

**THE 5:00 P.M. PORTION OF THE CITY COUNCIL MEETING WAS RECESSED BY THE  
CITY CLERK TO 5:30 P.M.**

**TUESDAY, APRIL 9, 2024  
COUNCIL EXECUTIVE SESSION – 5:30 PM  
CITY COUNCIL MEETING – 6:00 PM**

CALL TO ORDER - Mayor Jernigan called the meeting to order at 5:30 pm

ROLL CALL

PRESENT

Council Member Ellen Campbell - arrived and joined executive session at 5:38 pm

Council Member Jamie McCorkle

Council Member Henry Longbrake

Mayor Janet Jernigan

Council Member JoAnne Pogue

Vice Mayor Kirsten Merritt

Council Member Tona Belt - arrived and joined executive session at 5:33 pm

Also present City Manager Patrick Martinez, City Attorney John Pinkney via conference call, City Clerk Dale Jones, and Assistant City Clerk Candace Clark

**PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS - None  
RECESS TO EXECUTIVE SESSION at 5:32 p.m.**

## **EXECUTIVE SESSION**

- a. Conference with Real Property Negotiators Pursuant to California Government Code §54956.8 Real Property: 3.18-acre vacant parcel described as generally located on the Southeast Corner of E. South Lake Drive and S. Riverfront Pkwy, Mohave Valley, AZ, APN 216-14-007. Agency Negotiator: City Manager Patrick Martinez or his designee. Negotiating Parties: City of Needles as potential seller and Robert Raskin as potential buyer. Under Negotiation: Price and Terms of Payment
- b. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): City of Needles v. Minasian, et. al., SB County Case Number CIVSB2328931

**EXECUTIVE SESSION REPORT** - City Attorney Pinkney announced there was no reportable action taken.

CALL TO ORDER at 6:00 p.m by Mayor Jernigan

ROLL CALL

Council Member Ellen Campbell

Council Member Jamie McCorkle

Council Member Henry Longbrake

Mayor Janet Jernigan

Council Member JoAnne Pogue

Vice Mayor Kirsten Merritt

Council Member Tona Belt

PLEDGE OF ALLEGIANCE led by Mayor Jernigan  
INVOCATION given by Councilmember Campbell  
APPROVAL OF AGENDA

A motion was made by Councilmember Campbell, second by Vice Mayor Merritt to approve the agenda.  
Motion carried by the following roll call vote.

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

CONFLICT OF INTEREST - None

CORRESPONDENCE – None

INTRODUCTIONS – Mayor Jernigan announced former Councilmember Larry Ford, Captain Ross Tarangle and Vice Mayor Merritt's inlaws were in the audience.

CITY ATTORNEY – Parliamentary Procedures reviewed by City Attorney

**PUBLIC APPEARANCE -**

**PRESENTATION**

1. Mayor Jernigan will present a Proclamation declaring April 2024 Childhood Abuse Prevention Month in the City of Needles, Kevin Anderson attended via Teams

**RECESS THE CITY COUNCIL MEETING & CONVENE A JOINT COUNCIL / NPUA / HACN MEETING at 6:08 pm**

**PUBLIC HEARING**

2. Public hearing to approve Housing Authority of the City of Needles Resolution 2024-6-HACN Removing and Replacing the Admissions and Continued Occupancy Plan (ACOP), the Administrative Plan for Housing Choice Voucher (HCV) Program, and the 2024-2025 Annual Plan  
City Manager Martinez and Angelica Deermer HACN Housing Manager reported.  
Mayor to open the public hearing at 6:17 pm  
Public Comment - None  
Mayor to close the public hearing at 6:17 pm

A motion was made by Member Campbell, second by Member McCorkle to approve Housing Authority of the City of Needles Resolution 2024-6-HACN Removing and Replacing the Admissions and Continued Occupancy Plan (ACOP), the Administrative Plan for Housing Choice Voucher (HCV) Program, and the 2024-2025 Annual Plan. Motion carried by the following roll call vote.

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

**PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEM - None**  
**NPUA / COUNCIL**

3. Award Unisol Solar and Energy to complete the Solar Feasibility Study not to exceed \$37,513  
City Manager Martinez reported.

A motion was made by Councilmember Campbell, second by Councilmember Pogue to award Unisol Solar and Energy to complete the Solar Feasibility Study not to exceed \$37,513. Motion carried by the following roll call vote.

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

## **PUBLIC COMMENTS PERTAINING TO THE HACN/COUNCIL ITEM - None**

### **HACN / COUNCIL REGULAR ITEMS**

4. Accept and file the Housing Authority of the City of Needles fiscal year ended June 30, 2023, audit report completed by Smith Marion.

City Manager Martinez reported.

A motion was made by Vice Mayor Merritt, second by Member Longbrake to accept and file the Housing Authority of the City of Needles fiscal year ended June 30, 2023, audit report completed by Smith Marion. Motion carried by the following roll call vote.

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

Noes: None

Absent: None

### **ADJOURN THE JOINT COUNCIL / NPUA / HACN MEETING AND RECONVENE THE CITY COUNCIL MEETING at 6:26 pm**

### **PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS - None COUNCIL CONSENT CALENDAR**

Councilmember Pogues pulled item 12 for further discussion City Manager Martinez responded that there is a cap of vacation time an individual may accrue.

A motion was made by Councilmember Campbell, second by Councilmember McCorkle to approve the Consent Calendar items 5-13. Motion carried by the following roll call vote.

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

Noes: None

Absent:None

5. Approved the Warrants Register through April 9, 2024
6. Approved the Minutes of March 26, 2024
7. Authorized the purchase of a 2024 Transit Cargo Van not to exceed \$60,701 to be funded by the Regents of the University of California grant for the City of Needles Animal Shelter Award
8. Authorized a two-year (2) no-cost increase contract extension to California Consulting for grant writing services
9. Authorized Route 66 Broadband to Donate Internet Services to the Needles Ed Parry Field
10. Accepted the work completed by Western Construction Specialists, Inc. for the Jack Smith Park Walking/Biking Trail Improvements Project and authorized a NOTICE OF COMPLETION to record with the San Bernardino County Recorder's Office
11. Accepted Change Order No. 4 (Final) in the amount of \$23,123.87 and accept the work completed by Cora Constructors, Inc. for the Lily Hill Water Booster Station Project & authorized a NOTICE OF COMPLETION to record with the San Bernardino County Recorder's Office
12. Authorized an increase of \$21,000 to the City Manager department salaries budget and an increase of \$11,000 to the Finance Department salaries budget from General Fund Reserves
13. Public Hearing noticed to consider all evidence and testimony for or against Abandonment of a City of Needles, street right-of-way consisting of a portion of O Street, that section South of Market Street and terminating at the base of the I-40 interstate **has been continued to May 14, 2024.**

### **END OF COUNCIL CONSENT CALENDAR**

**CITY ATTORNEY REPORT** – City Attorney Pinkney reported



**CITY CLERK REPORT** – City Clerk Jones reported

**CITY MANAGER REPORT** – City Manager Martinez reported from the report included in the agenda packet

**COUNCIL REQUESTS**

Councilmember Campbell commented how wonderful the rodeo was; she reviewed a few comments that were posted on Facebook such as sidewalks on H and L and B, Cibola and Desnok need repair, a fireworks show and a live band in the park.

Councilmember McCorkle - none

Vice Mayor Merritt – recently there have been some really great events such as the rodeo, easter egg hunt, there was also a visitor center meeting.

Council Member Pogue – inquired about income based utility billing and asked about a city contest once a year to award the residence with the prettiest yard.

Councilmember Belt – 95 and K have large potholes; behind Duke Watkins there is a homeless community with a lot of trash; the city would need more volunteers to have more events; thanked those who worked at the rodeo and inquired if the city could have a youth council group.

Councilmember Longbrake – rodeo was great however voiced his concern that the grounds are not ADA compliant.

Mayor Jernigan – reported on the Easter Egg Hunt; thanked the Rodeo committee for a tremendous rodeo; thanked Rt 66 for their donation; announced Run for the Wall is May 15<sup>th</sup>; condolences to Dick and Loretta Dirk and the Robinson family.

**ADJOURNMENT** - Mayor Jernigan adjourned the meeting at 6:58 pm

ATTEST: \_\_\_\_\_  
Mayor Janet Jernigan

\_\_\_\_\_  
City Clerk Dale Jones, CMC



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** April 23, 2024

**Title:** Resolution No. 2024-19 approving a Sixteenth Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2024-2025 fiscal year

**Background:** Bonnie Baker Senior Center will continue to operate the senior nutrition program (noon meals) at the Needles Senior Center and this Sixteenth Amendment will extend the License for next fiscal year.

**Fiscal Impact:** \$3,600 in rent revenue to the city

**Environmental Impact:** N/A

**Recommended Action:** Waive the reading and adopt Resolution No. 2024-19 approving a Sixteenth Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2024-2025 fiscal year.

**Submitted By:** Cheryl Sallis, Community Services Manager

**City Manager Approval:** Patrick J. Martinez

**Date:** 4/17/2024

**Other Department Approval (when required):** Barbara DiLeo

**Date:** 04/17/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 8

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF NEEDLES, CALIFORNIA, APPROVING  
A SIXTEENTH AMENDMENT TO AND EXTENSION OF  
THE LICENSE BETWEEN THE CITY OF NEEDLES AND  
BONNIE BAKER SENIOR CENTER FOR USE OF THE  
KITCHEN AND A PORTION OF THE DINING AREA  
IN THE NEEDLES SENIOR CITIZENS CENTER  
DURING THE 2024-2025 FISCAL YEAR

WHEREAS, the Bonnie Baker Senior Center took over operation of the Needles senior nutrition program (noon meals) on July 1, 2007, after the Needles Senior Citizens Club received notice from Hi-Desert Meals on Wheels that they would no longer be providing that service as of June 30, 2007; and

WHEREAS, the noon meal program has continued to be extended and the Bonnie Baker Senior Center has negotiated with the County of San Bernardino Human Services Department for continued funding of this program for the 2024-2025 fiscal year; and

WHEREAS, the noon meals are one important part of the overall programs offered at the Needles Senior Center and do provide a nutritious lunch as well as an hour of social gathering for the participants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Sixteenth Amendment to and Extension of the License, which is attached hereto and incorporated herein as Exhibit 'A', between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2024-2025 fiscal year and further authorizes and directs the Mayor to sign same for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 23rd day of April, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

SIXTEENTH AMENDMENT TO AND EXTENSION OF  
LICENSE FOR USE OF KITCHEN AND PORTION OF  
DINING AREA IN NEEDLES SENIOR CITIZENS CENTER

This Sixteenth Amendment to and Extension of License for use of Kitchen and Portion of Dining Area in Needles Senior Citizens Center is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF NEEDLES, hereinafter referred to as "LICENSOR", and BONNIE BAKER SENIOR CITIZENS CLUB, hereinafter referred to as "LICENSEE".

WHEREAS, the parties entered into a License dated July 1, 2008, hereinafter collectively referred to as the "License", wherein Licensor licenses to Licensee the kitchen and a portion of the dining area in the Needles Senior Citizens Center for the preparation and service of noon meals for eligible participants ("senior nutrition program"); and

WHEREAS, the parties collectively agree that the senior nutrition program is of utmost benefit to the residents of the community; and

WHEREAS, the parties wish to extend the term of the License for an additional year under the same terms and conditions except as noted below.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF LICENSE

The term of the License shall be extended for an additional year, beginning July 1, 2024 and ending June 30, 2025.

2. AGREEMENT OF PARTIES

Except as set forth herein, all other terms and conditions of the License as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Sixteenth Amendment to and Extension of License for use of Kitchen and Portion of Dining Area in Needles Senior Citizens Center as of the day and year first above written.

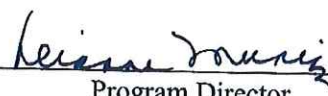
LICENSOR:

City of Needles

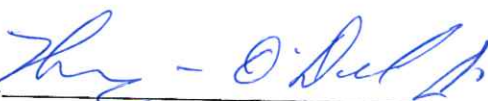
By: \_\_\_\_\_  
Mayor

LICENSEE:

Bonnie Baker Senior Citizens Center

By:   
Program Director

ACKNOWLEDGED BY:  
Needles Senior Citizens Club, Inc.

By:   
President



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** April 23, 2024

**Title:** Award the RFQ to Tony Cossi Construction and US National Corp. for California Licensed Contractor Services for the Neighborhood Beautification Program and Authorize Staff to issue a Notice of Award and Notice to Proceed

**Background:** On April 13, 2021, the City Council of the City of Needles in its capacity as Successor Housing Agency to the Redevelopment Agency of the City of Needles approved the policies for the implementation and administration of the Neighborhood Beautification Program. The purpose of the program is to provide up to \$20,000 of LMIHAF funding for the correction of any exterior physical deficiencies to structures, fences, landscaping, and other related appurtenances that are visible from a public right-of-way (as defined within the Program Policies), with priority given to code-related improvements.

On July 13, 2021, the City Council awarded the Request for Qualifications to **Trinity Construction Services Inc.** to complete the rehabilitation repairs for the Neighborhood Beautification Program. On March 21, 2022, the City was notified by Trinity Construction Services Inc. that they had withdrawn from the program. City staff immediately began readvertising for qualified licensed contractors.

On July 12, 2022, the City Council awarded the Request for Qualifications to **Brack Construction Inc.** to complete the rehabilitation repairs for the Neighborhood Beautification Program. Brack Construction completed nine of the projects leaving four remaining. The City was notified by Brack Construction Inc. that they needed to withdraw from the program. City staff immediately began readvertising for qualified licensed contractors.

On January 17, 2024, a Request for Qualifications was advertised in the Needles Desert Star for licensed contractors to bid for contracts to perform rehabilitation repairs to owner-occupied single-family homes that qualify for assistance under the Agency's Neighborhood Beautification Program, with a bid opening on February 7, 2024. We received a response from a total of three (3) qualified licensed contractors of which two (2) chose to participate in the program.

**Fiscal Impact:** The current balance (as of April 16, 2024) of available Low and Moderate Income Housing Asset Fund (LMIHAF) is approximately \$56,000 remaining from the \$260,000.

**Recommended Action:** Award RFQ to Tony Cossi Construction and U.S. National Corp. for Licensed Contractor Services for the Neighborhood Beautification Program and Authorize Staff to issue a Notice of Award and Notice to Proceed

**Submitted By:** Kathy Raasch, Interim Development Services Director



## City of Needles, California Request for City Council Action

City Manager Approval: Patrick J. Martinez  
Other Department Approval (when required): Barbara DiLeo

Date: 4/17/2024

Date: 04/17/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9



Exhibit "A"



NEEDLES SUCCESSOR HOUSING AGENCY

NEIGHBORHOOD BEAUTIFICATION PROGRAM - CONTRACTORS/VENDOR RFQ RESPONSE

Name of Business: U.S National Corp dbaJimenez Painting Company

State Contractors License (attach copy) #: 813354 Type: B, C33

Contractor (Owner) Name: Fred Jimenez

Business Address: 10205 San Fernando Road

Business Phone: 818-686-2166

Cell Phone : N/A

Home Phone: N/A

FAX: N/A

California Driver License #: N5023204

Expiration Date: 11/15/2028

Current Vehicle Type(s)

Model

Year

SUV

Ford Explorer

2017

**PLEASE COMPLETE THE FOLLOWING INSURANCE SECTION AND ATTACH PROOF OF SUCH INSURANCE.**

Current Auto / Vehicle Insurance Policy Provider Mt. Diablo Insurance Brokers, Inc

Policy #: SPP181317800

Policy Limit: \$1,000,000.00

Policy Expiration Date: 06/03/2024

Current Liability Insurance Policy Provider: Mt. Diablo Insurance Brokers, Inc

Policy #: U23AC12407003

Policy Limit: \$2,000,000.00

Policy Expiration Date: 04/25/2024

Workman's Compensation Policy Provider: Orr & Associates Insurance Services

Policy #: WTX504443005

Policy Limit: \$1,000,000.00

Policy Expiration Date: 11/14/2024

List of five (5) most recent similar jobs your firm has performed in Needles or Region:

1. Work performed / Date N/A

Owners Name \_\_\_\_\_

Site Address \_\_\_\_\_

2. Work performed / Date \_\_\_\_\_

Owners Name \_\_\_\_\_

Site Address \_\_\_\_\_

3. Work performed / Date \_\_\_\_\_

Owners Name \_\_\_\_\_

Site Address \_\_\_\_\_

4. Work performed / Date \_\_\_\_\_

Owners Name \_\_\_\_\_

Site Address \_\_\_\_\_

5. Work performed / Date \_\_\_\_\_

Owners Name \_\_\_\_\_

Site Address \_\_\_\_\_



List any experience on City and/or County Projects in Needles or San Bernardino County:

1. Work performed / Date Facility Interior Painting  
November 13, 2023 - December 20, 2023

Owners Name Victor Valley Transit Authority

Site Address 17150 Smoke Tree Street, Hesperia, CA 92345

2. Work performed / Date Re-Painting at Morongo Valley Elementary School &  
Twenty-Nine Palms Jr High School 2023/2024 / Morongo Valley Elementary School (September 11 - 21, 2023)  
Twentynine Palms Junior High School (August 14, 2023 - September 8, 2023)

Owners Name Morongo Unified School District

Site Address Morongo Valley Elementary School & Twentynine Palms Junior High School

3. Work performed / Date Exterior Painting of Barstow RAD Bighorn and Yosemite Site  
October 6, 2020 - March 8, 2021

Owners Name Housing Authority County of San Bernardino

Site Address 933 Bighorn, Barstow CA 92311

4. Work performed / Date Paint Interior Admin. Bldg 106 and Maintenance Bldg 102  
at Joshua Tree National Park / August 27, 2021 - September 10, 2021

Owners Name National Park Services - PWR - Lake Mabo

Site Address 74485 National Park Drive Twentynine Palms, CA 92277

5. Work performed / Date Exterior Painting of University Preparatory School  
May 25, 2021 - June 11, 2021

Owners Name Victor Valley Union High School District

Site Address University Preparatory School - 13853 Seneca Road, VictorvilleCA92392

Contractor certifies to the following:

1. The ability to mobilize and perform work on a four (4) to twenty-four (24) hour notice. **Initials** FJ.
2. The ability to digitally transmit documents from office (i.e., Cost Estimates, damage Reports) on an immediate basis. **Initials** FJ.
3. The ability to maintain small inventory of items most likely to be used during repair/rehabilitation without reliance on retail hardware vendor. **Initials** FJ.
4. The ability to immediately perform general cleanup pertaining to repairs / damage (water, etc.) of a project site. **Initials** FJ.
5. The ability to issue computer generated billing statements. **Initials** FJ.
6. The ability to sign, notarize and file notice of completion with the County of San Bernardino County Recorder within twenty-four hours of completion. **Initials** FJ.
7. The ability to carry twenty-five hundred dollars (\$2,500) on credit account or with savings or draft accounts for a period of forty-five (45) days. **Initials** FJ.

Please mark the specific categories for which you wish to apply:

<u>TRADE</u>	<u>Check Appropriate Line(s)</u>
Electrician	_____
Plumber	_____
Landscaper	_____
Painter	<input checked="" type="checkbox"/> _____
Roofer	_____
Concrete	_____
Carpenter	_____
Other	_____
List	List

\*\*\*\*\*

FOR CITY USE ONLY

Verification of License Status: \_\_\_\_\_ Initialed: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula CA 92590	<b>CONTACT NAME:</b> Certificates	<b>FAX (A/C, No):</b> 800-474-3003	
	<b>PHONE (A/C, No, Ext):</b> 800-311-3081	<b>E-MAIL ADDRESS:</b> certs@orrandassociates.com	
<b>INSURED</b> US National Corp dba Jimenez Painting Company 10205 San Fernando Rd Pacoima CA 91331	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	INSURER A: Insurance Company of the West		27847
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

License#: 0E63493  
USNATIO-01

**COVERAGES** **CERTIFICATE NUMBER: 802349931** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WTX504443005	11/14/2023	11/14/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate is subject to policy limits, conditions and exclusions.  
Evidence of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mt. Diablo Insurance Brokers, Inc. 3557 Mt. Diablo Boulevard Suite 21 Lafayette CA 94549		<b>CONTACT NAME:</b> Cynthia Austin <b>PHONE (A/C, No, Ext):</b> (925) 297-4072 <b>FAX (A/C, No):</b> (925) 297-4074 <b>E-MAIL ADDRESS:</b> certificatedesk@mtdiabloinsurance.com	
<b>INSURED</b> U S National Corp. DBA: Jimenez Painting 10205 San Fernando Road Pacoima CA 91331		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> U.S. Specialty Insurance Company <b>INSURER B:</b> Wesco Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 29599 25011	

## COVERAGES

CERTIFICATE NUMBER: 2023 A/L

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			U23AC12407003	4/25/2023	4/25/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			SPP181317800	6/3/2023	6/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			U23AC12407003	4/25/2023	4/25/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Salvo/BECKY

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**US National Corp**  
**Federal And State Construction Company**

10205 San Fernando Road, Pacoima CA 91331  
(818) 216-7000

maryg@usnationalcorp.com

Certified Small Business, License No. 813354

Office: (818) 686-2166

(818) 894-8420

fredj@usnationalcorp.com



**Office of Small Business & DVBE Services**

Certification ID: 31579

Legal Business Name:

US NATIONAL CORP DBA JIMENEZ PAINTING COMPANY

Doing Business As (DBA) Name 1:

US NATIONAL CORP DBA JIMENEZ PAINTING COMPANY

Doing Business As (DBA) Name 2:

Address:

10205 SAN FERNANDO ROAD  
PACOIMA  
CA 91331

Email Address:

fredj@usnationalcorp.com

Business Web Page:

Business Phone Number:

818/216-7000

Business Fax Number:

Business Types:

Construction, Service

Certification Type	Status	From	To
SB(Micro)	Approved	10/05/2023	10/31/2025

Contractor Information		Registration History	
<b>Legal Entity Name</b>	U.S. NATIONAL CORP.	<b>Effective Date</b>	05/10/18
<b>Legal Entity Type</b>	Corporation	<b>Expiration Date</b>	06/30/19
<b>Status</b>	Active		
<b>Registration Number</b>	1000001988		
<b>Registration effective date</b>	07/01/22		
<b>Registration expiration date</b>	06/30/25		
<b>Mailing Address</b>	10205 SAN FERNANDO ROAD PACOIMA 91331 CA Uni...		
<b>Physical Address</b>	10205 SAN FERNANDO ROAD PACOIMA 91331 CA Uni...		
<b>Email Address</b>	maryg@usnationalcorp.com		
<b>Trade Name/DBA</b>	JIMENEZ PAINTING COMPANY		
<b>License Number (s)</b>	CSLB:813354		

Legal Entity Information	
<b>Corporation Entity Number:</b>	c2392230
<b>Federal Employment Identification Number:</b>	900015834
<b>President Name:</b>	Fred Jimenez
<b>Vice President Name:</b>	
<b>Treasurer Name:</b>	
<b>Secretary Name:</b>	Matilde Jimenez
<b>CEO Name:</b>	
<b>Agency for Service:</b>	
<b>Agent of Service Name:</b>	FRED JIMENEZ

**NEIGHBORHOOD BEAUTIFICATION PROGRAM - CONTRACTORS/VENDOR RFQ RESPONSE**

State Contractors License (attach copy) #: 955425 Type: B

Business Address: 6426 Medio st, San Diego, Ca 92114

Business Phone: N/A Cell Phone: 619.850.8001

Home Phone: N/A FAX: N/A

California Driver License #: D7117412      Expiration Date: 11/03/28

<u>Current Vehicle Type(s)</u>	<u>Model</u>	<u>Year</u>
Toyota	Tundra	2003

**PLEASE COMPLETE THE FOLLOWING INSURANCE SECTION AND ATTACH PROOF OF SUCH INSURANCE.**

Current Auto / Vehicle Insurance Policy Provider National General

Policy #: 2018539368

Policy Limit: 1,000,000

Policy Expiration Date: 5/1/24

Current Liability Insurance Policy Provider: Palomar Excess and Surplus

Policy #: PA000051400

Policy Limit: 2,000,000

Policy Expiration Date: 5/1/24

Workman's Compensation Policy Provider: N/A

Policy #: N/A

Policy Limit: N/A

Policy Expiration Date: N/A

List of five (5) most recent similar jobs your firm has performed in Needles or Region:

1. Work performed / Date Rec Center Acoustical Improvements 6/1/23-7/25/23

Owners Name City of Needles

Site Address 1705 J St, Needles CA 92363

2. Work performed / Date Big Bear Lift Stations A&B Improvements 11/15/18 12/15/18

Owners Name County of San Bernardino

Site Address Lift Stations A and B Big Bear CA, 92314

3. Work performed / Date Guard Rail Replacement 10/1/19-10/15/19

Owners Name City of La Quinta

Site Address Calle Tampico/Park Ave, La Quinta, CA 92253

4. Work performed / Date Residential Improvements 12/15/20-12/24/20

Owners Name Deb Redick

Site Address 9530 Marco Rd Victorville, CA 92392

5. Work performed / Date Residential Improvements 5/20/17-6/1/17

Owners Name Casey Bergquist

Site Address 4628 Lilliput Ln, Las Vegas, NV 89102



List any experience on City and/or County Projects in Needles or San Bernardino County:

1. Work performed / Date Rec Center Acoustical Improvements

\_\_\_\_\_

Owners Name City of Needles

Site Address 1705 J St

2. Work performed / Date Big Bear Lift Stations A&B Improvements 11/15/18 12/15/18

\_\_\_\_\_

Owners Name County of San Bernardino

Site Address Lift Stations A and B Big Bear CA, 92314

3. Work performed / Date \_\_\_\_\_

\_\_\_\_\_

Owners Name \_\_\_\_\_

Site Address \_\_\_\_\_

4. Work performed / Date \_\_\_\_\_

\_\_\_\_\_

Owners Name \_\_\_\_\_

Site Address \_\_\_\_\_

5. Work performed / Date \_\_\_\_\_

\_\_\_\_\_

Owners Name \_\_\_\_\_

Site Address \_\_\_\_\_

Contractor certifies to the following:

1. The ability to mobilize and perform work on a four (4) to twenty-four (24) hour notice. *Initials* TC.
2. The ability to digitally transmit documents from office (i.e., Cost Estimates, damage Reports) on an immediate basis. *Initials* TC.
3. The ability to maintain small inventory of items most likely to be used during repair/rehabilitation without reliance on retail hardware vendor. *Initials* TC.
4. The ability to immediately perform general cleanup pertaining to repairs / damage (water, etc.) of a project site. *Initials* TC.
5. The ability to issue computer generated billing statements. *Initials* TC.
6. The ability to sign, notarize and file notice of completion with the County of San Bernardino County Recorder within twenty-four hours of completion. *Initials* TC.
7. The ability to carry twenty-five hundred dollars (\$2,500) on credit account or with savings or draft accounts for a period of forty-five (45) days. *Initials* TC.

Please mark the specific categories for which you wish to apply:

<u>TRADE</u>	<u>Check Appropriate Line(s)</u>	
Electrician	<u>                    </u>	
Plumber	<u>    x    </u>	
Landscaper	<u>                    </u>	
Painter	<u>    x    </u>	
Roofer	<u>                    </u>	
Concrete	<u>    x    </u>	
Carpenter	<u>    X    </u>	
Other	<u>    General    </u>	Other <u>                    </u>
	List	List

\*\*\*\*\*

FOR CITY USE ONLY

Verification of License Status:                                     . Initialed:              Date:



Policy Number:

Date Entered: 5/2/2023

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	H. Linwood Insurance 4021 Layang Layang Circle Ste H Carlsbad, CA 92008	CONTACT NAME: <b>Hadley Wood</b> PHONE (A/C, No, Ext): <b>(760) 720-4632</b> FAX (A/C, No): <b>(760) 720-0574</b> E-MAIL ADDRESS: <b>hadley@hlinwood-insurance.com</b>
	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Palomar Excess and Surplus</b> INSURER B: <b>National General Insurance Co</b> INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED	Tony Cossi Construction Mr. Tony Cossi 6426 Medio Street San Diego, CA 92114	NAIC #

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PA000051400	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			2018539368	05/02/2023	11/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Contractor

The below Certificate Holder is Additional Insured to the above General Liability. Endorsement attached.

**CERTIFICATE HOLDER****CANCELLATION**

City of Needles 817 Third Street Needles, CA 92363	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Hadley Wood
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ACORD 25 (2016/03)

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## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** April 23, 2024

**Title:** Authorize the purchase of a John Deere 1550 TerrainCut commercial mower with 60" deck for the Parks and Recreation Department at a cost not to exceed \$26,000 to come from Parks and Recreation budgeted funds

**Background:** The Parks and Recreation Department's capital improvement plan FY2024 has a new mower as the #1 priority. The Department currently only has one operational mower for all park grounds. To maintain the city's turf care needs for the improved and new parks an additional mower is needed. An additional mower allows the Parks and Recreation crews to work efficiently and properly maintain the park grounds.

The City utilizes Sourcewell procurement contracts to get government discounts on the fleet, and obtained three quotes on different mowing units ranging in price from \$17,025 to \$30,750, excluding tax and delivery. Estimated delivery is 2-4 months.

**Fiscal Impact:** \$25,925.66 including tax and delivery to come from the Parks and Recreation FY 24 adopted budget.

**Environmental Impact:** N/A

**Recommended Action:** Authorize the purchase of a John Deere 1550 TerrainCut commercial mower with 60" deck for the Parks and Recreation Department at a cost not to exceed \$26,000 to come from Parks and Recreation budgeted funds

**Submitted By:** Rainie Torrance, Utility Manager

**City Manager Approval:** Patrick J. Martinez

**Date:** 4/17/2024

**Other Department Approval (when required):** Barbara DiLeo

**Date:** 04/17/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

RDO Agriculture Equipment Co  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

RDO Agriculture Equipment Co  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
928-923-9611  
SLMiller@rdoequipment.com

**Quote Summary**
**Prepared For:**

CITY OF NEEDLES  
817 3RD ST  
NEEDLES, CA 92363  
Business: 760-326-5740  
CSALLIS@CITYOFNEEDLES.COM

**Delivering Dealer:**
**RDO Agriculture Equipment Co**  
Stefanie Miller  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
Phone: 928-923-9611  
slmiller@rdoequipment.com

\* No Current ETA Available.  
Account # 101385

**Quote ID:** 30757039  
**Created On:** 16 April 2024  
**Last Modified On:** 16 April 2024  
**Expiration Date:** 16 May 2024

**Equipment Summary**

JOHN DEERE 1550 TerrainCut™  
Commercial Front Mower (Less  
Mower Deck)

Selling Price	Qty	Extended
\$ 18,664.03 X	1 =	\$ 18,664.03

**Contract:** Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

**Price Effective Date:** April 15, 2024

JOHN DEERE 60 In. 7-Iron PRO  
Commercial Side Discharge Deck

\$ 4,685.07 X	1 =	\$ 4,685.07
---------------	-----	-------------

**Contract:** Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

**Price Effective Date:** April 15, 2024

**Equipment Total**
**\$ 23,349.10**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 23,349.10
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Trade In

SubTotal	<b>\$ 23,349.10</b>
----------	---------------------

Sales Tax - (7.75%)	\$ 1,809.56
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CA Tire Fee	\$ 7.00
-------------	---------

\* Balance Due Continues Onto Page 2

Sourcewell Delivery Fee	\$ 760.00
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Est. Service	\$ 0.00
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Agreement Tax

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Item 10.



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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

RDO Agriculture Equipment Co  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
US

---

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

RDO Agriculture Equipment Co  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
928-923-9611  
SLMiller@rdoequipment.com

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Total	\$ 25,925.66
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 25,925.66</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Item 10.

# Selling Equipment

**Quote Id:** 30757039      **Customer Name:** CITY OF NEEDLES

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

RDO Agriculture Equipment Co  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

RDO Agriculture Equipment Co  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
928-923-9611  
SLMiller@rdoequipment.com

## JOHN DEERE 1550 TerrainCut™ Commercial Front Mower (Less Mower

**Hours:**

**Stock Number:**

**Contract:** Sourcewell Grounds Maint 031121-DAC (PG BT  
CG 76)

**Selling Price \***  
\$ 18,664.03

**Price Effective Date:** April 15, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
240BTC	1550 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$ 24,239.00	23.00	\$ 5,574.97	\$ 18,664.03	\$ 18,664.03
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ M Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	Two Wheel Drive	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2011	Comfort Adjust Suspension Seat with Armrests	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 24,239.00</b>		<b>\$ 5,574.97</b>	<b>\$ 18,664.03</b>	<b>\$ 18,664.03</b>

## JOHN DEERE 60 In. 7-Iron PRO Commercial Side Discharge Deck

**Equipment Notes:**

**Hours:**

**Stock Number:**

**Selling Price \***  
\$ 4,685.07

**Contract:** Sourcewell Grounds Maint 031121-DAC (PG BT  
CG 76)

**Price Effective Date:** April 15, 2024

\* Price per item - includes Fees and Non-contract items



# Selling Equipment

**Quote Id:** 30757039      **Customer Name:** CITY OF NEEDLES

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

RDO Agriculture Equipment Co  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

RDO Agriculture Equipment Co  
48465 Ehrenberg Poston Road  
Ehrenberg, AZ 85334  
928-923-9611  
SLMiller@rdoequipment.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
033OTC	60 In. 7-Iron PRO Commercial Side Discharge Deck	1	\$ 5,449.00	23.00	\$ 1,253.27	\$ 4,195.73	\$ 4,195.73
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
TCB10303	Rear Weight Mounting Kit	1	\$ 182.57	23.00	\$ 41.99	\$ 140.58	\$ 140.58
BTC10669	Mulch Kit (1524-mm (60-in.) 7-Iron PRO)	1	\$ 452.94	23.00	\$ 104.18	\$ 348.76	\$ 348.76
<b>Dealer Attachments Total</b>			<b>\$ 635.51</b>		<b>\$ 146.17</b>	<b>\$ 489.34</b>	<b>\$ 489.34</b>
<b>Total Selling Price</b>			<b>\$ 6,084.51</b>		<b>\$ 1,399.44</b>	<b>\$ 4,685.07</b>	<b>\$ 4,685.07</b>



# COMMERCIAL FRONT & WIDE-AREA MOWERS

1500 Series TerrainCut™, 1600 Turbo TerrainCut™



JOHN DEERE



1570 TerrainCut™ Front Mower

1600 Turbo TerrainCut™ Wide-Area Mower

1585 TerrainCut™ Front Mower





## Meet your anytime, anywhere mower.

They say there's a mower for every job. We say there's a mower that can handle just about any job you throw at it. It's called the 1500 Series TerrainCut.

### 1500 Series TerrainCut™ Mowers

The most capable year-round front mount mowers we've ever made, this lineup delivers unsurpassed performance. With an available factory-installed ComfortCab, powerful diesel engines that meet US EPA T4 requirements, and 7Iron™ PRO decks, the 1500 TerrainCut Series Mowers are more than up to the task.

Make that tasks – because the 1500 Series is also the most versatile front mower we've ever made. When you combine the full array of optional attachments and implements with that heated, cooled, sealed, sit-back-and-get-to-work-in-any-weather cab, you've got a machine that pretty much stops at nothing. Mowing and sweeping, pushing and plowing? It's all in a day's work. Every day of the year.



#### Decks

Since 1998 the John Deere 7Iron™ mower deck has demonstrated commercial quality, performance, and durability. The 7Iron PRO and Fastback™ Pro Rear Discharge deliver an even higher-quality cut in even more diverse conditions.



**7IRON**  
PRO

**FastBack**  
PRO

Item 10.





**25 hp (18.4 kW)<sup>2</sup> and 37.4 hp (27.5 kW)<sup>2</sup> Tier 4 diesel engines** give you the power to cut wet grass, throw packed snow and and sweep up leaves.

**TerrainCut 1500 Series Mowers** are great on grass. They're even better when you've also got snow, dirt, gravel or leaves piling up underfoot. Just swap out the implements (sold separately), and keep right on crossing jobs off your to-do list.



## 1500 SERIES

### 1550

- 2WD or 4WD
- 25hp (18.4kW)<sup>2</sup>
- 0-12 mph (0-19.3 km/h)
- Biodiesel kit available
- 24-month Warranty<sup>1</sup>

### 1570

- 2WD or 4WD
- 37.4 hp (27.5 kW)<sup>2</sup>
- 0-12 mph (0-19.3 km/h)
- B20 Biodiesel compatible
- 24-month Warranty<sup>1</sup>

### 1575

- 4WD
- 37.4 hp (27.5 kW)<sup>2</sup>
- Factory-Installed ComfortCab
- 0-12 mph (0-19.3 km/h)
- B20 Biodiesel compatible
- 24-month Warranty<sup>1</sup>

### 1580

- 4WD
- 37.4 hp (27.5 kW)<sup>2</sup>
- 0-15 mph (0-24 km/h)
- B20 Biodiesel compatible
- 24-month Warranty<sup>1</sup>

### 1585

- 4WD
- 37.4 hp (27.5 kW)<sup>2</sup>
- Factory-Installed ComfortCab
- 0-15 mph (0-24 km/h)
- B20 Biodiesel compatible
- 24-month Warranty<sup>1</sup>



<sup>1</sup> Hour and/or usage limitations apply and vary by model. See the WARRANTY FOR NEW JOHNDEERE TURF AND UTILITY EQUIPMENT at dealer for details.

<sup>2</sup> The engine horsepower and torque information for non-Deere engines are provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower and torque will be less. Refer to the engine manufacturer's web site for additional information. Engine HP at Gross SAE J1995, PS, rated at 3000 RPM [1550 – displacement 770 cu. in. (1.27L)], [1570, 1575, 1580, 1585 – displacement 100.2 cu. in. (1.64L)].



## 1500 Series TerrainCut™ Mowers

### Say hello to your climate-controlled throne.

The factory-installed ComfortCab comes standard with full HVAC, so you can stay warmer in the winter and cooler in the summer (about 20° cooler than the outside temperature). It also has a fully adjustable Air Suspension Upholstered Seat, and large sealed windows with panoramic views.



#### On the clock 24/7/365. Enhancing comfort every second.

From here, the workday looks pretty good. And feels pretty great. You'll be master of all you survey, from early morning to late in the evening (thanks to optional beacon light and rear worklights). And in complete control of your seat, climate and favorite music.

#### See and be seen. }

Two-speed windshield wipers and an inside rear mirror make it easier to see what you're getting into, and out of. The front- and rear-mounted warning lights and turn signals? That's to make sure they always see you coming.

#### Maximum comfort. }

Standard cup holder, interior light, rearview mirror along with optional electronic cruise control and stereo systems – all the comforts of home.



#### Run hot and cold.

Never let a little thing like a cold front or heat wave keep you from your appointed rounds.





**Tilted in your favor.**  
Built-in tilt steering lets operators get even more comfortable behind the wheel.

**Folded for flexibility.**  
The standard 2-post Roll-Gard ROPS folds down to allow additional clearance through tight spaces.

## Comfort class.

At your fingertips is an ergonomically designed control station, with everything placed to enhance comfort. And out in front of you is a great view of everything in your path, thanks to a sleek design that improves sightlines.

## Seats / Operator Platform

1500 Series TerrainCut™ Mowers



**Air Ride Suspension Seat with Armrests**  
Get an air ride suspension, along with adjustable armrests, lumbar and seat back, with a vinyl cover.



**Comfort Adjust Suspension Seat with Armrests**  
Move up to an adjustable mechanical spring suspension (along with adjustable armrests, lumbar and seat back) that lets operators dial in for a comfortable ride.

COMFORTCAB EXCLUSIVE



### Upholstered Air Ride Suspension Seat with Armrests

This is the ultimate way to ride in style, with adjustable armrests, lumbar and seat back, and upholstered fabric seat. Standard in cab units only.



### Hydraulic Power

Main lift control valve and optional auxiliary hydraulics can be controlled right from the operator platform.



### Braking Power

Turning brakes put greater maneuverability right at the operator's feet.



### Switching Power

The deck lift system makes changing implements and attachments fast and easy.



### Transport Power

The 2-Speed transaxle on the 1580 and 1585 is easily controlled from the operator seat and provides faster transport speeds to save time between jobs.



## 1500 Series TerrainCut™ Mowers Implements/Accessories

### What *can't* they do?

As far as the 1500 Series TerrainCut Mowers are concerned, there's no such thing as downtime. If there isn't any grass to cut, they're ready to clear driveways. If there's no snow to blow, they'll happily tackle some material piles. And if there's no dirt to push around, just get out the broom and sweep up every sidewalk in sight.

And with the factory-installed, fully enclosed ComfortCab, along with a deck lift system that makes swapping implements a snap, you won't have to worry about operators having cold feet. Or getting hot under the collar.



### Accessories

#### **Pull away.**

With a dual wheel kit, you can generate even more pulling power when you need it.



#### **See the way.**

Knowing what's behind you means you can move forward with confidence. Mirrors install easily and help you keep safety first, every time.



#### **Steady your way.**

Add a weight kit to keep it all nice and balanced, no matter what implement you're using.



#### **Keep away.**

Not that you ever like to slow down, but if you're out on the road, you'll be sure to be seen.





#### Cut away.

When there's grass to be cut, go at it with everything you've got – including a side-discharging 72-in (183 cm) deck out in the front.

#### Sweep away.

The 60-inch (152 cm) heavy-duty rotary broom can handle light snow, gravel, debris and leaves.

#### Push away.

Opt for a heavy 60-inch (152 cm) blade, and you'll have winter out of the way in no time.

#### Blow away.

47- or 60-inch (119 cm or 152 cm) cutting width snow blowers have a two-stage design to handle wet, heavy snow with ease.





# Go wide. Go long. Go strong.

Let's talk width: almost 11 feet (3.35 m). You want to hear about coverage? Then pay attention to an area of more than 75 acres in a single eight-hour day. And as for strength, well, how does a high-torque 60.0 hp (44.0 kW)<sup>3</sup> turbo-charged diesel engine sound?

## The 1600 Turbo TerrainCut™

No matter how you measure it, the 1600 Turbo Wide-Area Mower means business. With sweeping deck coverage, an innovative baffling system that virtually eliminates clumping and wings that follow ground contour, the 1600 delivers a consistent quality cut. And thanks to on-demand or full-time rear wheel drive and an advanced top-draw cooling system, it can keep at it acre after acre.

And don't worry – the 1600 can think small, too. Mowing with just one wing and the center deck, or the center deck alone, it's flexible enough to maneuver along paths as narrow as 84 inches (2.13 m) wide.



62 in. with center deck only

128 in. with all wings down



94 in. with center deck and either side deck



84-in. transport width with both sides folded in



### The air-ride, high-backed seat

is comfortable with soft, body-contoured cushions. Seat adjustment controls are color coded for simplicity and the seat's suspension has been reinforced and strengthened. That's one tough and comfortable seat.



### Ergonomic control cluster

Carefully arranged for efficiency, comfort and safety – and placed to the operator's right.



### Designed from your point of view.

Tilt steering adjusts for improved comfort and visibility; electronic cruise control lends a helping hand for transporting or mowing open areas.



The 1600 is always on your side with either the standard 2-post ROPS or optional factory installed (ISO 21299 certified) 4-post ROPS featuring a canopy that adds protection from the sun and rain.

## Work hard. With ease.

The 1600 Turbo was designed to run hard all day, day after day. What does that mean? First, it's tough as nails. Even the Flat Free caster tires work to keep the machine on the job.

And second, as hard as it is on turf, it's surprisingly easy on operators. We take comfort seriously, from the air-ride seat and Twin Touch™ foot pedals to the tilt steering wheel and finger-touch control cluster, maximizing efficiency.

We've even gone ahead and made things easier for your mechanics. With everything from a 90° hood opening to easy-access daily service points to Service ADVISOR™ that automatically delivers symptoms-based diagnostics, it delivers the reliability, ease of use and serviceability you expect from John Deere.



<sup>3</sup> Engine HP at Gross SAE J1995, PS, rated at 3000 RPM [1600 Turbo TerrainCut™ - displacement 1276 cu. in. (2.09L)].

## SPECIFICATIONS: TerrainCut™ Mowers

	TerrainCut Front Mowers		
MODEL	1550	1570	1575
<b>ENGINE</b>			
Engine Model	3TNV80F	3TNV88C	3TNV88C
Horsepower, Gross SAE J1995, PS <sup>2</sup>	25 HP (18.4 kW) <sup>3</sup> , @ 3000 rpm, PS <sup>2</sup>	37.4 HP (27.5 kW) <sup>3</sup> , @ 3000 rpm, PS <sup>2</sup>	37.4 HP (27.5 kW) <sup>3</sup> , @ 3000 rpm, PS <sup>2</sup>
Cylinders	3-cylinder Diesel	3-cylinder Diesel	3-cylinder Diesel
Displacement	77 cu. in. (1.27 L)	100.2 cu. in. (1.64 L)	100.2 cu. in. (1.64 L)
Lubrication	Full Pressure	Full Pressure	Full Pressure
Oil Filter	Spin-on	Spin-on	Spin-on
Cooling	Liquid	Liquid	Liquid
Air Cleaner	Dual element, dry	Dual element, dry	Dual element, dry
<b>FUEL SYSTEM</b>			
Fuel Type	Diesel	Diesel	Diesel
Fuel Capacity	16 U.S. gal. (61 L)	16 U.S. gal. (61 L)	16 U.S. gal. (61 L)
<b>ELECTRICAL</b>			
Charging system	Automotive type	Automotive type	Automotive type
Alternator, AMP	75	75	95
Battery Voltage	12	12	12
Cold Cranking amps @ 0 deg. F	480	480	480
<b>POWER TRAIN</b>			
Type	Hydrostatic	Hydrostatic	Hydrostatic
Speed and Direction Control	Two-pedal foot	Two-pedal foot	Two-pedal foot
Cruise Control	Optional	Optional	Optional
Hi/Lo Range	No, single speed transmission	No, single speed transmission	No, single speed transmission
4-Wheel Drive	Optional	Optional	Standard
Differential Lock	Yes	Yes	Yes
Travel Speed Forward	0-12 mph (0-19.3 km/h)	0-12 mph (0-19.3 km/h)	0-12 mph (0-19.3 km/h)
Travel Speed Reverse	0-5 mph (0-8 km/h)	0-5 mph (0-8 km/h)	0-5 mph (0-8 km/h)
<b>POWER TAKE-OFF</b>			
PTO	Front	Front	Front
PTO Clutch	Wet multi-disk, modulated	Wet multi-disk, modulated	Wet multi-disk, modulated
PTO Drive Output	2000 rpm	2000rpm	2000 rpm
<b>HYDRAULICS</b>			
Type	Open center	Open center	Open center
Pump Capacity	5.1 U.S. gpm (19.3 L/m)	5.1 U.S. gpm (19.3 L/m)	5.1 U.S. gpm (19.3 L/m)
Spool Valve	Front lift, std	Front lift, std	Front lift, std
<b>BRAKES</b>			
Type	Internal wet disk	Internal wet disk	Internal wet disk
Individual Turn Brakes	Standard	Standard	Standard
<b>TIRE SIZE</b>			
Drive	23x10.5-12, Optional: 23x8.5-12	23x10.5-12, Optional: 23x8.5-12	23x10.5-12
Ply Rating	4	4	4
<b>DIMENSIONS</b>			
Wheelbase	49.2 in. (125 cm)	49.2 in. (125 cm)	49.2 in. (125 cm)
Ground Clearance	6.5 in. (16.5 cm)	6.5 in. (16.5 cm)	6.5 in. (16.5 cm)
Overall Width	51.7 in. (131.3 cm), (23x10.5 tires)	51.7 in. (131.3 cm), (23x10.5 tires)	58 in. (147.3 cm), (23x10.5 tires, wide stance)
Overall Length (less mower deck)	86.7 in. (220.2 cm)	86.7 in. (220.2 cm)	86.7 in. (220.2 cm)
<b>ROPS</b>			
Roll Over Protective Structure	Standard	Standard	CAB
ROPS Certification	ISO 21299:2009	ISO 21299:2009	ISO 21299:2009
Overall Height with ROPS	82.7 in. (210 cm)	82.7 in. (210 cm)	N/A
Overall Height with ROPS Folded	58 in. (147.3 cm)	58 in. (147.3 cm)	N/A
Overall Height with CAB	N/A	N/A	83.9 in. (213.1 cm)
Machine Weight	2WD: 1675 lb. (760 kg), 4WD: 1835 lb (832 kg)	2WD: 1850 lb. (816 kg), 4WD: 1960 lb. (889 kg) 4WD	2436 lb. (1105 kg)
<b>WARRANTY<sup>1</sup></b>			
Duration	24 months	24 months	24 months

This literature has been compiled for worldwide circulation. While general information, pictures and descriptions are provided, some illustrations and text may include finance, credit, insurance, product options and accessories NOT AVAILABLE in all countries or regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries. PLEASE CONTACT YOUR LOCAL DEALER FOR DETAILS. John Deere reserves the right to change specifications, design and price of products described in the literature without notice. John Deere, the leaping deer symbol, and John Deere's green and yellow trade dress are the trademarks of Deere & Company.

<sup>1</sup>Hour and/or usage limitations apply and vary by model. See the WARRANTY FOR NEW JOHNDEERE TURF AND UTILITY EQUIPMENT at dealer for details.

<sup>2</sup>The engine horsepower and torque information for non-Deere engines are provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower and torque will be less. Refer to the engine manufacturer for additional information.

<sup>3</sup>Engine HP at Gross SAE J1995, PS, rated at 3000 RPM [1550 – displacement 77.0 cu. in. (1.27L)], [1570, 1575, 1580, 1585 – displacement 100.2 cu. in. (1.64L)], [1600 Turbo TerrainCut™ – displacement 127.6 cu. in. (2.09L)].

1580	1585
3TNV88C	3TNV88C
37.4 HP (27.5 kW) <sup>3</sup> , @ 3000 rpm, PS <sup>2</sup>	37.4 HP (27.5 kW) <sup>3</sup> , @ 3000 rpm, PS <sup>2</sup>
3-cylinder Diesel	3-cylinder Diesel
100.2 cu. in. (1.64 L)	100.2 cu. in. (1.64 L)
Full Pressure	Full Pressure
Spin-on	Spin-on
Liquid	Liquid
Dual element, dry	Dual element, dry
Diesel	Diesel
16 U.S. gal. (61 L)	16 U.S. gal. (61 L)
Automotive type	Automotive type
75	95
12	12
480	480
Hydrostatic	Hydrostatic
Two-pedal foot	Two-pedal foot
Optional	Optional
Yes, dual speed trans.	Yes, dual speed trans.
Standard	Standard
Yes	Yes
High 0-15 mph/Low 0-8 mph (High 0-24 km/h / Low 0-13 km/h)	High 0-15 mph/Low 0-8 mph (High 0-24 km/h / Low 0-13 km/h)
High 0-5 mph / Low 0-5 mph (High 0-8 km/h / Low 0-8km/h)	High 0-5 mph / Low 0-5 mph (High 0-8 km/h / Low 0-8km/h)
Front	Front
Wet multi-disk, modulated	Wet multi-disk, modulated
2000 rpm	2000 rpm
Open center	Open center
6.3 U.S. gpm (23.8 L/m)	6.3 U.S. gpm (23.8 L/m)
Front lift, std	Front lift, std
Internal wet disk	Internal wet disk
Standard	Standard
26x12-12	26x12-12
6	6
49.2 in. (125 cm)	49.2 in. (125 cm)
7 in. (17.8 cm)	7 in. (17.8 cm)
55.5 in. (140.9 cm)	58 in. (147.3 cm), (26x12 tires, wide stance)
86.7 in. (220.2 cm)	86.7 in. (220.2 cm)
Standard	CAB
ISO 21299:2009	ISO 21299:2009
83.7 in. (212.6 cm)	N/A
59 in. (149.9 cm)	N/A
N/A	85.2 in. (216.4 cm)
2120 lb. (962 kg)	2593 lb. (1176 kg)
24 months	24 months

## SPECIFICATIONS: Wide Area Mower

	Wide Area Mower
MODEL	1600
<b>ENGINE</b>	
Certified Horsepower <sup>2</sup>	60 HP (44 KW) <sup>3</sup> @ 3000 RPM, PS
Engine Model	4TNV86CT-DJWM
Displacement	127.6 cu in 2.091 L (2091 CC)
Cylinders	4
Oil Filter	Spin-On
Lubrication	Pressurized by lobe-style pump
Cooling	Liquid-cooled water centrifugal
Air Cleaner	Dual-element dry type
<b>FUEL SYSTEM</b>	
Fuel Type	Diesel
Fuel Tank Capacity	22 US gallons (83.3 L)
<b>ELECTRICAL SYSTEM</b>	
Charge System	75 amp
Battery Voltage	12 Volt
Hour Meter	Standard
Operator Presence Starting System	Standard
<b>DRIVE TRAIN</b>	
Hydraulic Pumps	Closed Loop Hydrostatic
Wheel Motors	2 cu. in. displacement axial piston motor
Hydraulic Capacity	14.0 U.S. gal. (53.0 L)
Travel Speed Forward	High 0-15 mph (0-24 km/h) / Low 0-9 mph (0-14.5 km/h)
Travel Speed Reverse	High 0-7.5 mph (0-12 km/h) / Low 0-4.5 mph (0-7.2 km/h)
<b>PTO</b>	
Type	Hydraulic, Independent
Drive	Electric solenoid
<b>BRAKES</b>	
Park Brake	Internal wet disk
Park Brake Actuation	Hand brake
<b>MOWER DECKS</b>	
Available Widths / Type	62, 94, 128 in. (157, 239, 325 cm)
Deck construction	Fabricated Steel
Deck thickness	7 gauge (.177 in)
Height-of-Cut Range / Increment	1.0 - 5.5 in (2.5 - 14 cm)
<b>BLADES</b>	
Tip Speed	13,000 f/m
Number	7 - 3 center, 2 left, 2 right
<b>WHEELS AND TIRES</b>	
Drive (Rear) Tires	26x12-12
Caster Wheel Type	Flat Free
Caster Wheel Size	11x4.0-5
<b>DIMENSIONS</b>	
Overall Length	132 in (335 cm)
Overall Width (all mower decks lowered)	134 in (340 cm)
Height	ROPS up, 98 in. (249 cm) ROPS down, 74 in. (188 cm) With four-post canopy ROPS, 82 in. (208 cm)
Weight (with Fluids)	4,173 lbs. (1893 kg)
<b>WARRANTY<sup>4</sup></b>	
Duration	24 months
Type	Single Source Commercial



**NEVERSTOP™**  
SERVICES & SUPPORT



60" Self-Sharpening Mower Blade



Air Filters



Oil Filters

Quality Commercial Parts.  
Where you need them, when you need them.

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and in Canada, visit [JohnDeere.ca/CommercialParts](http://JohnDeere.ca/CommercialParts)



**JOHN DEERE**



## City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** April 23, 2024

**Title:** Resolution of the City Council of the City of Needles Declaring its Intent to Issue Tax-Exempt Obligations to Be Used to Reimburse the City of Needles for Expenditures to Be Made Prior to the Issuance of Such Obligations

**Background:** In 2022, the City of Needles ("City") entered into various grant agreements to provide grant funding for parks and related public facilities projects in the City (the "Grant Projects"). The Grant Projects include Duke Watkins Park, the Marina Park project, Jack Smith Park trail, golf course irrigation, certain street improvements and hazard mitigation projects.

The City has applied for the Rural Community Assistance Corporation ("RCAC") program, whereby RCAC purchases grant anticipation notes from communities in the Western United States, such as the City. RCAC has approved the City's Grant Anticipation Note ("GAN") application and can offer the City a revolving line of credit secured by grant revenues for a term sufficient to cover construction of the Grant Projects.

Pursuant to Treasury Regulations Section 1.150-2, the City may reimburse amounts advanced by the City for the Grant Projects, if the City Council adopts an official intent to reimburse the original expenditure.

This agenda item declares the City's intent to issue tax-exempt obligations to be used to reimburse the City for expenditure made prior to the issuance of the GAN.

**Fiscal Impact:** Adoption of the Resolution will allow the City to reimburse itself for Grant Projects costs that are paid for by moneys of the City with proceeds of the GAN.

**Recommended Action:** Staff recommends that the City Council adopt the resolution declaring its intent to issue tax-exempt obligations to be used to reimburse the City for expenditures to be made prior to the issuance of such obligations.

**Submitted By:** Kathy Raasch, Interim Development Services Director

**City Manager Approval:** [Signature]

**Date:** 4-19-24

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

**Agenda Item:** 11

## RESOLUTION NO. 2024-20

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES DECLARING ITS INTENT TO ISSUE TAX-EXEMPT OBLIGATIONS TO BE USED TO REIMBURSE THE CITY OF NEEDLES FOR EXPENDITURES TO BE MADE PRIOR TO THE ISSUANCE OF SUCH OBLIGATIONS

**WHEREAS**, the City of Needles (the “City”) desires to finance certain costs related to completing park improvements for Duke Watkins Park, acquisition and construction of a new park for Marina Park, construction of walking and bike path and certain other improvements for Jack Smith Park (the “Projects”); and

**WHEREAS**, in connection therewith, the City anticipates issuing a grant anticipation note (the “Grant Anticipation Note”) for the purpose of completing the Projects; and

**WHEREAS**, the City intends to use proceeds from the Grant Anticipation Note, the interest upon which is to be excluded from gross income for federal income tax purposes (the “Obligations”), to finance portions of the Projects; and

**WHEREAS**, pursuant to Treasury Regulations Section 1.150-2, the City may reimburse amounts advanced by the City for the Projects if, not later than sixty (60) days after payment of the original expenditure of an amount advanced by the City, the City Council of the City (the “City Council”) adopts an official intent to reimburse the original expenditure, and such reimbursement occurs not later than eighteen (18) months after the later of the date the original expenditure is paid or the date the Projects are placed in service, but in no event more than three (3) years after the original expenditure is paid; and

**WHEREAS**, the City expects to incur certain expenditures relating to the Projects and to pay for such expenditures from certain moneys on hand prior to the issuance of the Obligations; and

**WHEREAS**, the City reasonably expects and intends to use a portion of the proceeds of the Obligations to reimburse the City for expenditures made prior to the date the Obligations are entered into and issued.

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

**Section 1. Recitals.** All of the recitals hereinabove set forth are true and correct.

**Section 2. Declaration of Official Intent to Reimburse.** The City Council hereby declares its official intent to reimburse the City for amounts advanced by the City from the City’s general fund for the design, construction, acquisition, installation, and equipping of the Projects from proceeds of the sale of the Obligations. It is intended that this Resolution shall constitute a declaration of “official intent” within the meaning of

Treasury Regulations Section 1.150-2 promulgated under Section 150 of the Internal Revenue Code of 1986, as amended.

**Section 3. Expected Maximum Principal Amount.** The Obligations shall be issued in in the expected maximum principal amount of \$4,000,000. The Obligations are expected to be issued by the City for the purpose of providing tax-exempt financing for the Projects.

**Section 4. Other Approvals.** The adoption of this Resolution shall not bind the City to proceed with execution and delivery of the Obligations until and unless all other necessary actions and approvals are taken or received in accordance with all applicable laws.

**Section 5. Effective Date.** This Resolution shall take effect upon its adoption.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City of Needles, held on the \_\_\_th day of \_\_\_\_\_, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor of the City of Needles

**Attest:**

\_\_\_\_\_  
City Clerk of the City of Needles

**(Seal)**



★ ★ ★ 1. 46th Colorado River ★ ★ ★

# ROUND UP



**APRIL 5 -  
6, 2024**

★ ★ ★ ★ ★

Grand Canyon Professional  
Rodeo Association  
sanctioned rodeo

*"Oldest local rodeo in the  
tri-state area put on by locals"*

*Needles Rodeo Grounds*

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**FOR MORE INFORMATION CALL NEEDLES RODEO ASSOCIATION**

**760-333-5255**



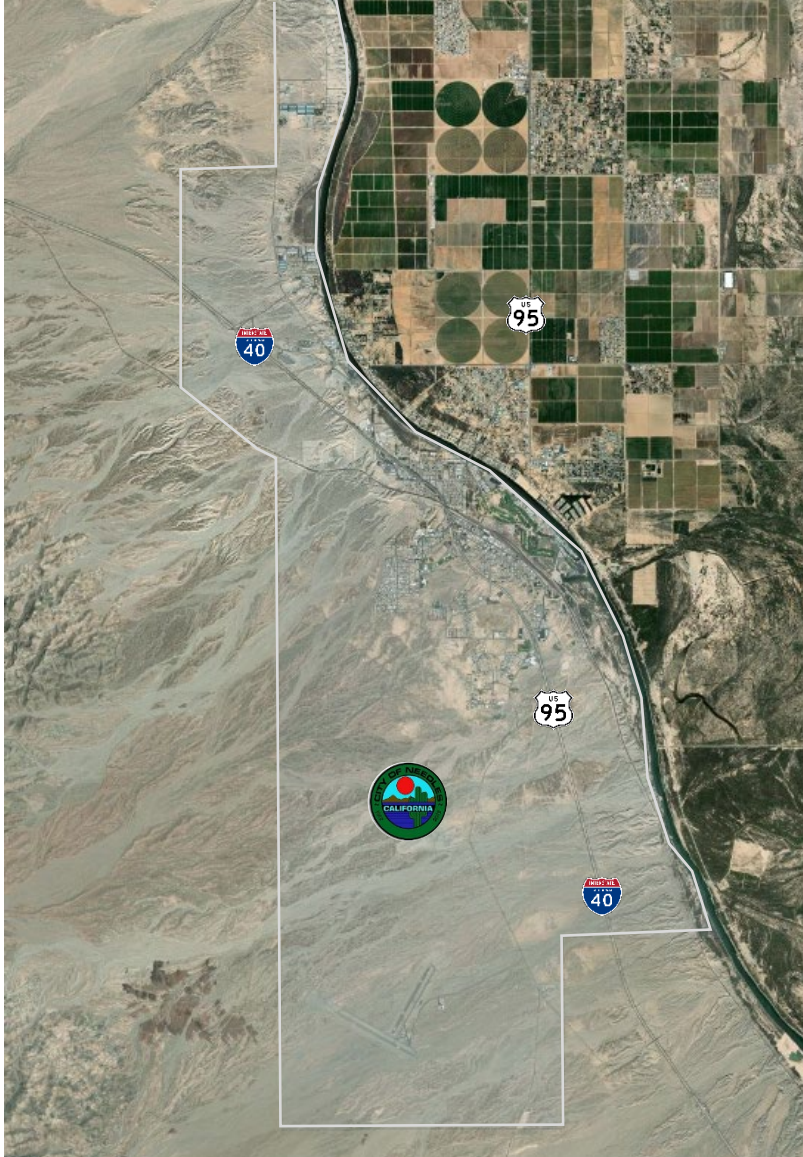


# 3. Off-Highway Motor Vehicles (OHMV) Master Plan and Routes – Pilot Project Technical Memorandum

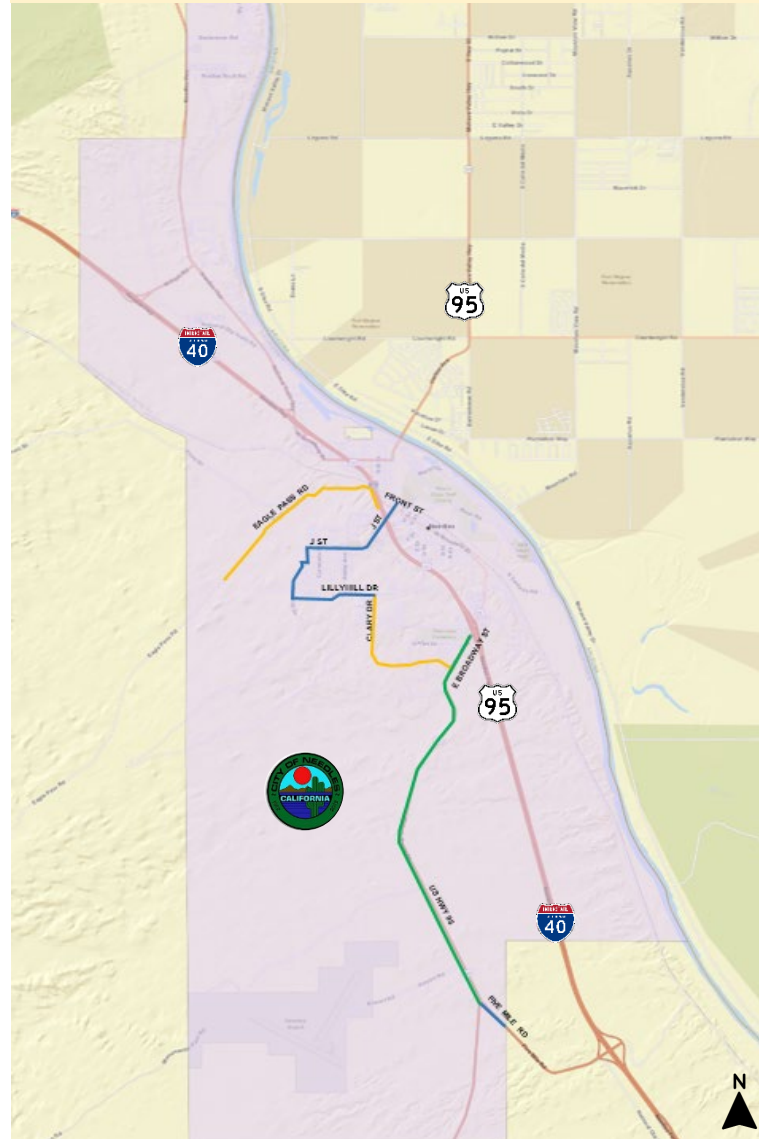
Revised Draft  
City of Needles, CA



City of Needles Terrain Map



Functional Classification of Proposed OHMV Routes in the City of Needles



PREPARED FOR:



## CITY OF NEEDLES

City Manager's Office  
817 Third Street  
Needles, CA 92363



PREPARED BY:



## MINAGAR & ASSOCIATES, INC.

ITS – Traffic/Civil/Electrical Engineering – Transportation Planning – Homeland Security – CEM  
23282 Mill Creek Drive, East Tower, Suite 120  
Laguna Hills, CA 92653



February 16, 2024



February 18, 2024

Mr. Patrick Martinez  
City Manager  
City of Needles  
817 Third Street  
Needles, CA 92363

**Re: Off-Highway Motor Vehicle (OHMV) Master Plan & Routes  
Technical Memo Per the New California Vehicle Code Section 38026.2 – Pilot Project**

Dear Mr. Martinez,

Minagar & Associates, Inc. has completed the investigation of roadway characteristics of the City's proposed Off-Highway Motor Vehicle routes, including factors such as the presence of street lighting, number of lanes, and presence of curvatures or other special conditions, and subsequently decided on a total of 9.50 miles of roadway to be proposed Off-Highway Motor Vehicle (OHMV) routes subject to the final approval of the stakeholders and ultimately the City Council of Needles.

In the following pages, please find the summary tables of Minagar's findings regarding the characteristics and conditions of the proposed OHMV routes, accompanied by additional justifications, information, and supporting materials and figures. A table of contents has been provided on the following page for convenience in locating and referencing the tables and figures.

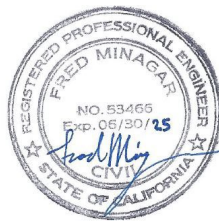
Please feel free to contact me directly with any additional questions you might have at (949) 707-1199 ext. 2# or via e-mail at [minagarf@minagarinc.com](mailto:minagarf@minagarinc.com).

Sincerely,

**MINAGAR & ASSOCIATES, INC.**  
(A California Corporation)

Fred Minagar, MS, RCE, PE, FITE  
President/Senior Project Manager

CC: Kathy Raasch



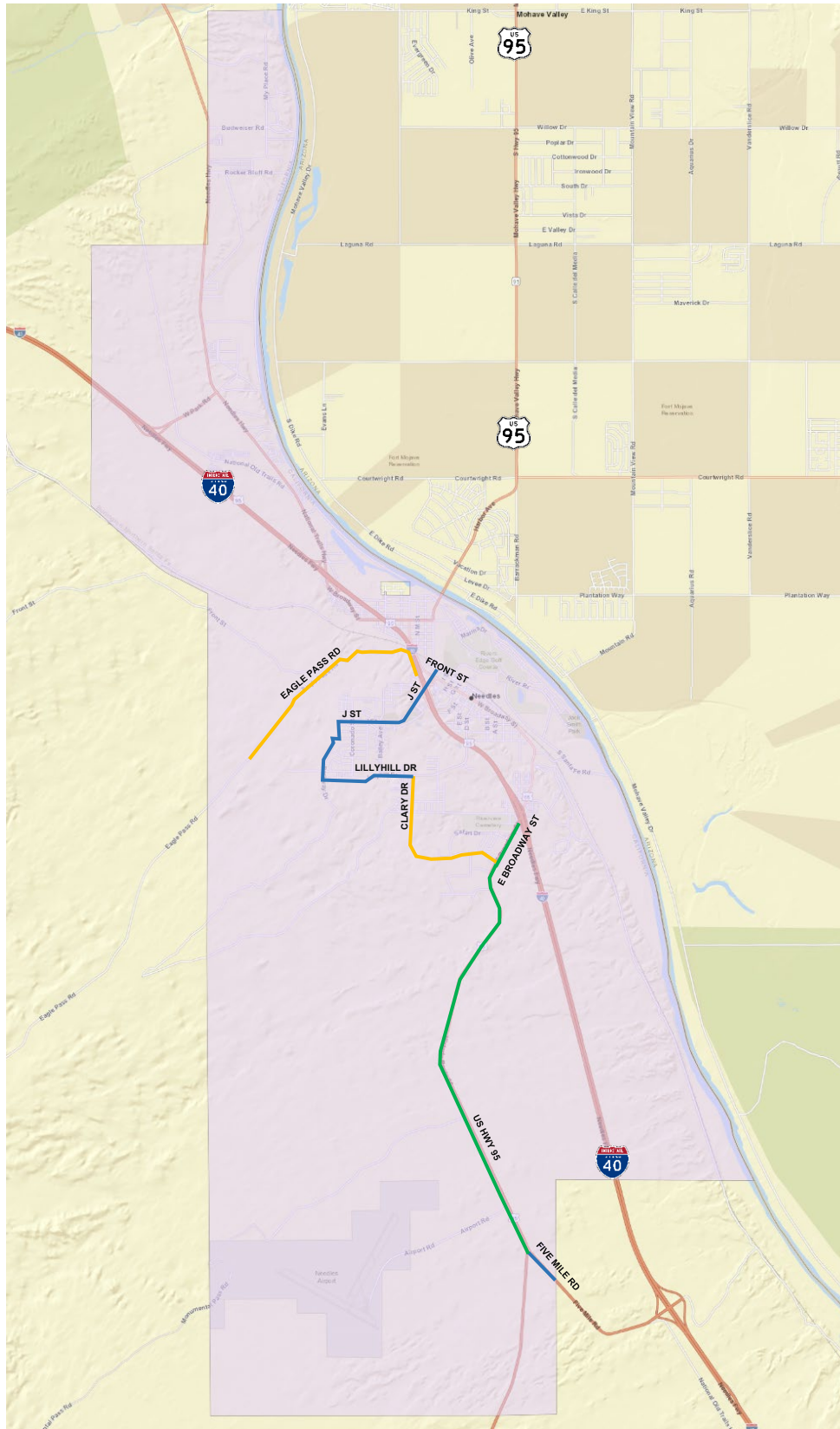


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**LEGEND**  
Functional Classification

- Minor Arterial
- Major Collector
- Local

**Figure 1: Potential Off-Highway Motor Vehicle (OHMV) Routes Functional Classification Map**



**Table 1: Proposed OHMV Routes Roadway Characteristics Summary**

Street Name	From	To	Distance (mi)	Posted Speed Limit Sign	Designated Bike Lane	Street Lighting	Sight Distance	Other Roadway Characteristics
Eagle Pass Rd*	Slightly Past El Monte Dr	S L St	1.88	None	No	None	Good	<ul style="list-style-type: none"> <li>- 1 Lane in each direction</li> <li>- No clear roadway markings/stripping or shoulder</li> <li>- Topography: Flat</li> <li>- Adjacent Infrastructure: Little to none</li> <li>- Unpaved</li> </ul>
J St	Parkway Dr	Front St	1.08	30 MPH	No	Yes	Good	<ul style="list-style-type: none"> <li>- 1 Lane in each direction</li> <li>- Partial striping, sidewalks, and shoulder east of Balboa St</li> <li>- Clear striping, sidewalks, and shoulder west of Balboa St</li> <li>- Presence of driveways</li> <li>- Topography: Flat</li> <li>- Adjacent Infrastructure: residential, civic &amp; institutional, park</li> </ul>
Lillyhill Dr	Parkway Dr	Clary Dr	0.77	30 MPH	No	Yes	Good	<ul style="list-style-type: none"> <li>- Partial striping and sidewalks, no shoulder</li> <li>- Wider roadway with on-street parking on both sides of the road between Bailey Ave and Clary Dr</li> <li>- Presence of driveways</li> <li>- Topography: moderate horizontal curves, occasional vertical dips</li> <li>- Adjacent Infrastructure: residential on Lillyhill</li> </ul>
Clary Dr & Victory Dr	Lillyhill Dr	E Broadway St	1.38	None (within these limits)	No	Partial	Good	<ul style="list-style-type: none"> <li>- 1 Lane in each direction</li> <li>- No clear striping, shoulder or sidewalks on Victory Dr</li> <li>- Partial sidewalks, wider unmarked lanes north of Calle Hernandez Rd</li> <li>- Presence of driveways</li> <li>- Topography: flat, moderate horizontal curves</li> <li>- Adjacent Infrastructure: sparse residential, civic &amp; institutional</li> </ul>
E Broadway St/US Hwy 95	Five Mile Rd	Needles Fwy	4.04	40 MPH	No	None	Good	<ul style="list-style-type: none"> <li>- 1 Lane in each direction</li> <li>- Clear striping, sufficient dirt shoulders</li> <li>- Moderate horizontal curves</li> <li>- Topography: Mostly flat with occasional dips</li> <li>- Adjacent Infrastructure: Little to none south of E Spikes Rd, some industrial &amp; residential north of E Spikes Rd</li> </ul>
Five Mile Rd	E Broadway St/US Hwy 95	West City Limits	0.35	None (within these limits)	No	None	Good	<ul style="list-style-type: none"> <li>- 1 Lane in each direction</li> <li>- No clear roadway markings/stripping or shoulder</li> <li>- Topography: Mostly flat with one slight dip</li> <li>- Adjacent Infrastructure: None</li> </ul>
<b>Total Distance of Proposed OHMV Routes: <u>9.50 Miles</u></b>								

\*Limited Findings

**Roadway Classification**

	Minor Arterial
	Major Collector
	Local Roadway

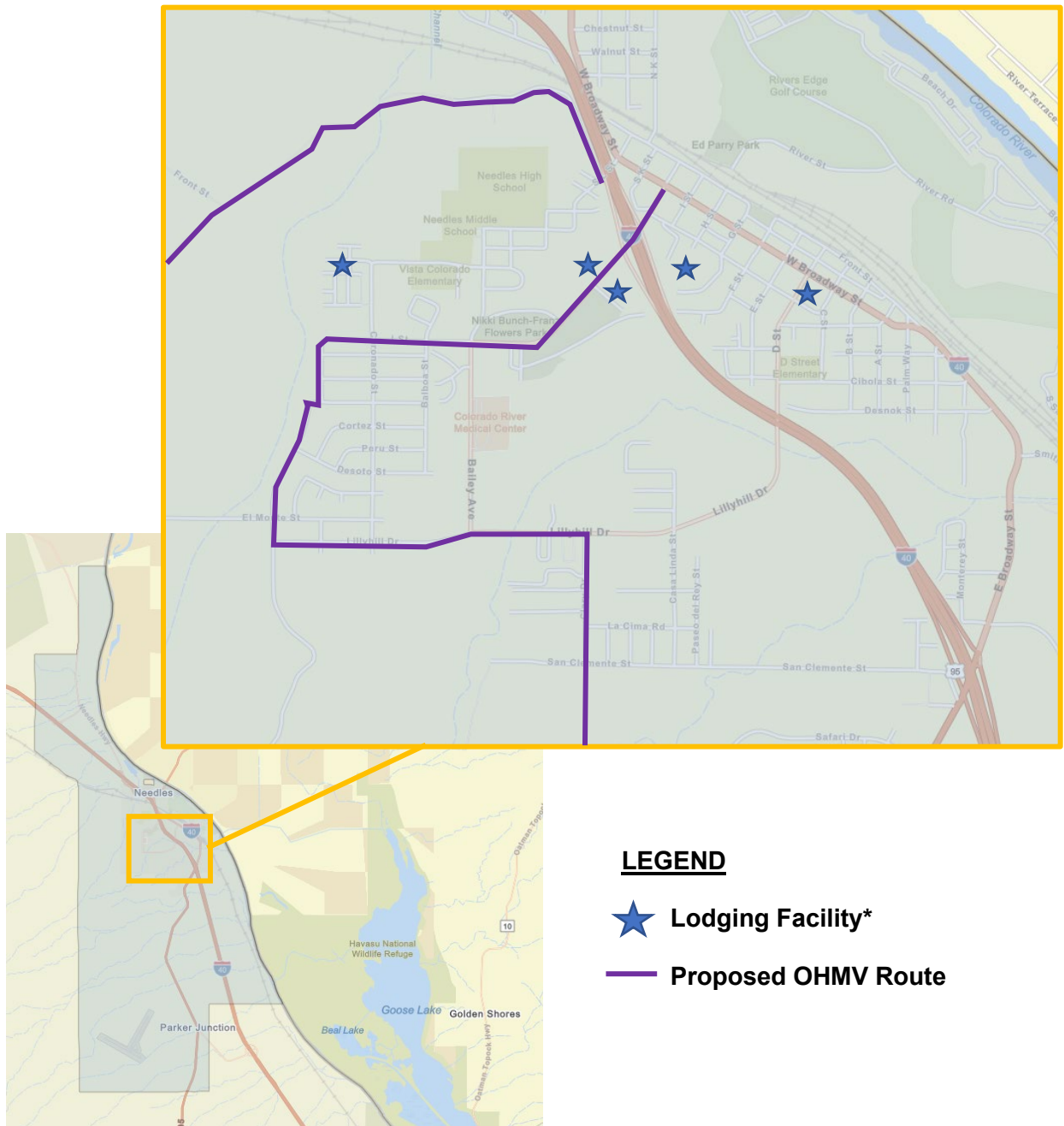




**Table 2: Additional Justification & Details of Proposed Segments**

Street Name	From	To	Posted Speed Limit Sign	Justification/Benefits	Additional Considerations/Requirements
Eagle Pass Rd	Slightly Past El Monte Dr	S L St	None	<ul style="list-style-type: none"> <li>Provides connectivity to all three existing OHMV routes in the City of Needles</li> </ul> (See <b>Table 3</b> for existing OHMV routes in the City)	<ul style="list-style-type: none"> <li>Will require an additional posted speed limit sign of 35 MPH specific to OHMV vehicles</li> </ul> (As per Cal. Veh. Code § 38026.2 (5), provided in <b>Attachment A.</b> )
J St	Parkway Dr	Front St	30 MPH	<ul style="list-style-type: none"> <li>Provides connectivity to all three existing OHMV routes in the City of Needles</li> </ul>	None
Lillyhill Dr	Parkway Dr	Clary Dr	30 MPH	<ul style="list-style-type: none"> <li>Provides connectivity from residences and lodging facilities to OHMV routes #1, #2, and #3</li> </ul>	None
Clary Dr & Victory Dr	Lillyhill Dr	E Broadway St	None (within these limits)	<ul style="list-style-type: none"> <li>Provides connectivity from residences and lodging facilities to OHMV route #3</li> </ul>	<ul style="list-style-type: none"> <li>Will require an additional posted speed limit sign of 35 MPH, specific to OHMV vehicles</li> </ul> (As per Cal. Veh. Code § 38026.2 (5))
E Broadway St/US Hwy 95	Five Mile Rd	Needles Fwy	40 MPH	<ul style="list-style-type: none"> <li>Provides connectivity to the Eagle Pass OHMV route in the City of Needles</li> </ul>	<ul style="list-style-type: none"> <li>Will require an additional posted speed limit sign of 35 MPH, specific to OHMV vehicles</li> </ul> (As per Cal. Veh. Code § 38026.2 (5))
Five Mile Rd	E Broadway St/US Hwy 95	West City Limits	None (within these limits)	<ul style="list-style-type: none"> <li>Provides connectivity to the Eagle Pass OHMV route in the City of Needles</li> </ul>	<ul style="list-style-type: none"> <li>Will require an additional posted speed limit sign of 35 MPH, specific to OHMV vehicles</li> </ul> (As per Cal. Veh. Code § 38026.2 (5))

See the subsequent pages for supporting tables, figures, and attachments referenced in the above table.



**Figure 2: Existing Lodging Facilities in the Vicinity of Proposed OHMV Routes**

*\* Includes Motel 6, Days Inn & Suites, Econo Lodge, Santiago Coronado Village, and Quality Inn*

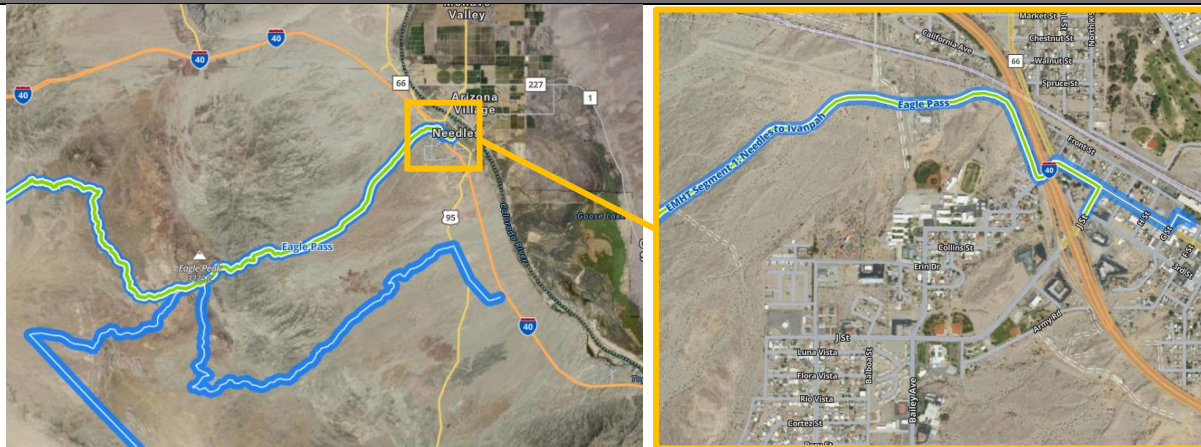






**Table 3: Existing OHMV Routes in the City of Needles**

**1. EMHT Segment 1: Needles to Ivanpah**



**Accessible By**



High  
Clearance  
4x4

Image Source: <https://www.onxmaps.com/offroad/trails/us/california/emht-segment-1-needles-to-ivanpah>

**2. EHTM Segment 4: Fenner to Needles**



**Accessible By**



SxS



High  
Clearance  
4x4

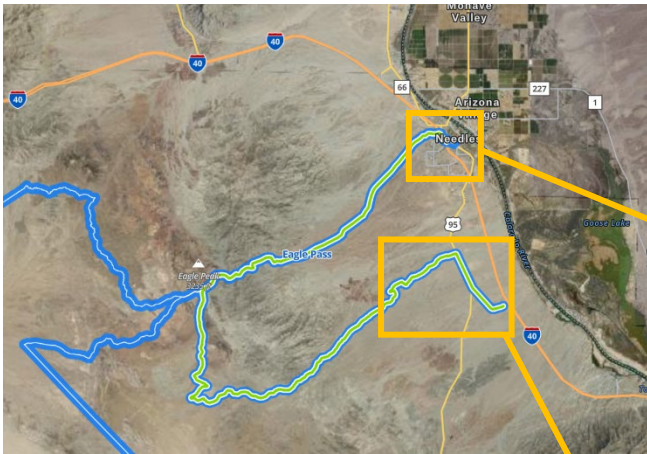


SUV

Image Source: <https://www.onxmaps.com/offroad/trails/us/california/emht-segment-4-fenner-to-needles>



### 3. Eagle Pass



#### Accessible By



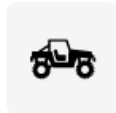
Dirt Bike



ATV



SxS



High  
Clearance  
4x4

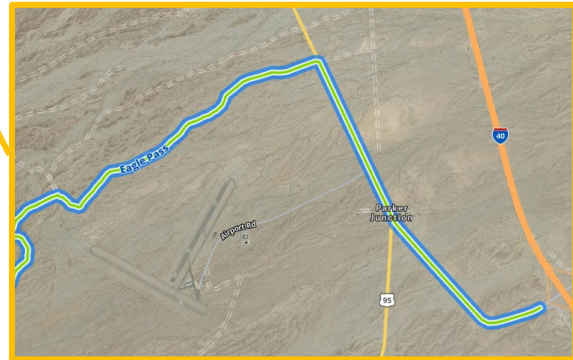


Image Source: <https://www.onxmaps.com/offroad/trails/us/california/eagle-pass>



## ***Attachment A:*** **California Vehicle Code - § 38026.2**



- (a) Except as provided in subdivision (e), the City of Needles may establish a pilot project to designate combined-use highways on roads in the city for no more than 10 miles so that the combined-use highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified system of trails for off-highway motor vehicles, preserve traffic safety, improve natural resource protection, reduce off-highway vehicle trespass on private land, and minimize impacts on city residents.
- (b) A pilot project established pursuant to this section shall do all of the following:
- 1) Prescribe a procedure for highway, road, or route selection and designation. The procedure shall be approved by a vote of a majority of the city council.
  - 2) Prescribe a procedure for the city to remove a combined-use designation, including a designation that is removed as a result of the conclusion of the pilot program.
  - 3) In cooperation with the Department of Transportation, establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles, including, but not limited to, all of the following:
    - a) Devices to warn of dangerous conditions, obstacles, or hazards.
    - b) Designations of the right-of-way for regular vehicular traffic and off-highway motor vehicles.
    - c) A description of the nature and destination of the off-highway motor vehicle trail.
    - d) Warning signs for pedestrians and motorists of the presence of off-highway motor vehicle traffic.
  - 4) Require that off-highway motor vehicles subject to the pilot project meet the safety requirements of federal and state law regarding proper drivers' licensing, helmet usage, and the requirements specified in Section 38026.5.
  - 5) Prohibit off-highway motor vehicles from traveling faster than 35 miles per hour on highways designated under this section.
  - 6)
    - a) Prohibit a combined-use highway road segment designated under this section from exceeding 10 miles.
    - b) Notwithstanding subparagraph (A), two or more combined-use highway road segments may share a common starting point or ending point and may partially overlap as long as the resulting network of the highway road segments does not include more than three distinct locations of shared starting or ending points, or both.
  - 7) Include an opportunity for public comment at a public hearing held by the city in order to evaluate the pilot project.
- (c) A pilot project established pursuant to this section may include use of a state highway, subject to the approval of the Department of Transportation, or any crossing of a highway designated pursuant to Section 38025.
- (d)
- 1) By selecting and designating a highway for combined use pursuant to this section, the city agrees to defend and indemnify the state against any and all claims, including legal





defense and liability arising from a claim, for any safety-related losses or injuries arising or resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the city council pursuant to this section.

2) This subdivision does not alter the requirements of subdivision (e).

(e) The city shall not designate a highway for combined use pursuant to this section unless the Commissioner of the Department of the California Highway Patrol finds that designating the highway for combined use would not create a potential traffic safety hazard.

(f)

1) Not later than January 1, 2027, the City of Needles, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing all of the following:

a) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the City of Needles city council.

b) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.

c) A description of the public comments received at a public hearing held by the city in regards to an evaluation of the pilot project.

2) On or before January 1, 2027, the City of Needles, in consultation with the entities listed in paragraph (1), shall prepare and submit a report to the Legislature that includes the information specified in paragraph (1).

(g) On or before January 1, 2027, the City of Needles, in consultation with the Department of Fish and Wildlife and the Mojave Desert Air Quality Management District, shall prepare and submit a report to the Legislature on the operation and impacts of the combined-use highways designated pursuant to this section, and the portions of any adjoining trails in close proximity to those highways, including impacts to neighboring lands affected by the system, if any. The report shall include the latest available information, including, but not limited to, impacts on cultural resources and archaeological sites, streambed modifications and water quality impacts, impacts on protections for wildlife and aquatic habitat, native plants, and wildlife, traffic, particulate pollution, and noise.

(h)

1) The reports submitted pursuant to subdivisions (f) and (g) shall be submitted in compliance with Section 9795 of the Government Code.

2) This section shall remain in effect only until January 1, 2028, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2028, deletes or extends that date.

*Ca. Veh. Code § 38026.2*

Added by Stats 2022 ch 185 (AB 2152), s 4, eff. 1/1/2023.





4. EARTH DAY COMMUNITY CLEAN UP

SPRING INTO ACTION

TWO LOCATIONS

# Community Cleanup Day

Jack Smith Park | 1001 River Rd.

&

J Street | Nikki Bunch Fields

**Saturday, April 20, 2024**

**7 AM - 8 AM**

Join your friends and neighbors as we work together to clean our community. No registration required.

The City will provide bags, pickers and gloves!



[cityofneedles.com](http://cityofneedles.com)



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## MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: April 12, 2024

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1. This past weekend marked a landmark celebration for the Needles Rodeo Association with its 46th Annual Colorado River Round Up. Capturing the essence of the Tri-State region's spirit and heritage, the event set a new attendance record with 3,000 guests and enhanced the festivities by introducing food trucks for the first time. We were thrilled to feature local culinary favorites, Foodini's and River Sippin, enriching the experience for everyone involved. The steadfast support from our volunteers, supporters, and the entire Tri-State community continues to be the backbone of this event's success. More than just a rodeo, the Round-Up is a dynamic hub for the community to come together and celebrate our shared heritage and values. Please refer to the attached photos for a closer look at the festivities
2. On Thursday, April 11, 2024, the Housing Authority of the City of Needles (HACN) successfully convened a kick-off meeting with VA Loma Linda and key stakeholders to introduce the new HUD-VASH program, which will begin in May. Representatives from San Bernardino County Aging and Adult Services, VA Loma Linda, Nations Finest, and Billet Health discussed the implementation of this important initiative.

HACN is collaborating closely with Nations Finest, a dedicated organization that supports low-income veterans who are homeless or at risk of homelessness. This partnership focuses on helping veterans secure and maintain sustainable, permanent housing through comprehensive case management and temporary financial assistance.

For immediate assistance or to start the intake process, the public can contact Khristina at Nations Finest at (928) 615-4965 or HACN staff at (760) 326-3222. See attached flyer for additional information.

3. The recent rainfall in Needles has exacerbated the condition of our aging roadways, increasing potholes throughout the area. City Staff has quickly **mobilized this**

**week**, implementing temporary repairs to address these new challenges. These measures will ensure road safety until permanent repairs can be made. We encourage residents to report any potholes by contacting the City of Needles billing office at 760-326-2115, pressing #9, or using the convenient Needles Connect app. Please reach out with any concerns or to report issues as we work together to enhance our community's roads. The attached photos show the ongoing work, showcasing our commitment to maintaining and improving our infrastructure.

4. On **Friday, April 12, 2024**, City Staff has commissioned a company to rekey the historic El Garces Train Depot, initially built in 1908. The City purchased the building in 1999 and reopened it as the El Garces Intermodal Transportation Facility in 2014. This is the first time the building has been rekeyed since the City opened its doors in 2014. Named after Francisco Garces, a Spanish missionary who surveyed the area in the 1770s, this structure served as both a Harvey House and an ATSF station. Known as the "Crown Jewel" of the Harvey House network, El Garces was among the first train stations constructed from concrete. It was added to the National Register of Historic Places in 2002. El Garces houses the Needles Area Transit, Needles Desert Star, the Needles Chamber of Commerce and Visitor Center, and an Amtrak station today. Please see the attached photos for a view of the work being completed.
5. The Animal Shelter City Staff is thrilled to announce two upcoming Spay/Neuter Clinic events **on April 12-13, 2024**. We are deeply grateful to honor the memory of the late Kippy Poulson, a devoted Needles resident whose generous legacy donation makes the April 12th clinic accessible free of charge to all Needles residents. Regrettably, both clinics are now fully booked. These clinics will be expertly led by Dr. Angelina Beeks, DVM of Angel's Touch Mobile Veterinary Unit, who has been a cherished collaborator since April 2022. Our bi-annual spay/neuter clinics are integral to our ongoing commitment to promoting animal welfare in the community. For more information, please visit the city's [website](#) or call us at (760) 326-4952 press #9. See attached photos and flyers for further information.
6. Vandalism, including graffiti and damage to public property, costs the City of Needles thousands of dollars annually. To address this, the City promptly repairs any damage and reports incidents to law enforcement for prosecution. In 2019, the City Council strengthened our commitment to protecting public and private properties by passing Ordinance No. 624-AC, which amended the Municipal Code to enhance enforcement against vandalism and defacement. This includes graffiti on both privately and publicly owned walls and structures. If you witness vandalism, please report it to the **San Bernardino County Sheriff's Office by calling (909) 387-8313**. Additionally, contact (760) 326-2115 for graffiti removal or use the convenient Needles Connect app, available for Android and Apple devices (see attached Needles Connect download instructions for more details).
7. The Needles Animal Shelter is home to many loving pets eager to become a cherished part of your family. We are dedicated to enhancing the quality of life for all animals in our community through our adoption program. If you're considering

adding a furry friend to your home, the adoption fee is just \$60. We invite you to contact the Needles Animal Shelter at 760-326-4952 from 8 AM to 2 PM, Monday through Friday, to learn more about our adoption process or to schedule a visit. Please see the attached photos of a delightful new batch of puppies awaiting their forever homes.

#### 8. IMPORTANT DATES:

- **Community Cleanup event** is scheduled for **April 20, 2024, at 7 am**, in honor of Earth Day. Owing to its success over the years, we've expanded the initiative to include two cleanup sites this year: Jack Smith Park (1001 River Road) and J Street/Nikki Bunch Fields. There's no need to register; everyone is invited to join the effort. The City will supply bags, pickers, and gloves for participants.
- **The Grand Opening ribbon cutting ceremony** of Needles' newest business, The Painted Butterfly. Hosted by the Chamber of Commerce, this exciting event is scheduled for **April 24, 2024, from 2 to 4 PM**, at 537 Front Street. Come celebrate the launch of this vibrant new addition to our community!
- **The JSP dedication ceremony** for the newly renamed William "Bill" M. Claypool III Booster Station, formerly known as the Lily Hill Water Booster Station, is set for **April 25, 2024, at 9:30 AM**. The event will take place on the southeast corner of Lily Hill and Clary Drive. This renaming by the City Council in October 2023 honors William "Bill" M. Claypool III's contributions. Join us to commemorate this special occasion.
- **The Lily Hill ribbon-cutting ceremony** for the newly named Marilyn Hohstadt Mathews Trail at Jack Smith Park (JSP) is scheduled for **April 30, 2024, at 9:30 AM**. This event will take place at 1000 River Rd, Needles, CA 92363. The City Council has honored Marilyn Hohstadt Mathews by dedicating the new walking trail at JSP in her name. Join us to celebrate this special occasion!



## **1. 46<sup>TH</sup> ANNUAL COLORADO RIVER ROUND UP RODEO**





# 1. 46<sup>TH</sup> ANNUAL COLORADO RIVER ROUND UP RODEO





# 1. 46<sup>TH</sup> ANNUAL COLORADO RIVER ROUND UP RODEO





# 1. 46<sup>TH</sup> ANNUAL COLORADO RIVER ROUND UP RODEO



## 2. VASH PROGRAM



Hours of Operation Monday Through Friday

8:00 A.M. until 5:00 P.M

Located at 1343 Hancock Rd. Bullhead City, AZ 86442

### WHAT OUR SSVF PROGRAM DOES:

Our program assists low-income veterans that are homeless or at risk of becoming homeless, obtain and/or keep sustainable permanent housing through case management and temporary financial assistance.

### WHERE WE SERVE:

We assist those in Kingman, Lake Havasu, Bullhead City, and any other surrounding areas in Mohave County, as well as those in Laughlin, NV.

### HOW YOU CAN REACH US:

Please call the Case Manager located in your area to make an appointment\*

OR stop by our office at 1343 Hancock Rd. Bullhead City, AZ.

\*For appointments Monday through Thursday in the **Kingman area** please call:  
(928) 440-6408; ask for Jessica or (928) 216-5208; ask for Mack

\*For appointments on Monday, Tuesday, Thursday, and Friday in the **Lake Havasu area** please call:  
(928) 615-4965; ask for Khristina

\*For appointments Monday through Thursday in the **Laughlin, NV & Bullhead City area** please call:  
(928) 362-0689; ask for Lauren or (928) 223-7362; ask for Justin

*Find more about us at [www.nationsfinest.org](http://www.nationsfinest.org)*



### 3. POTHOLE REPAIRS





## 4. EL GARCES REKEY





## 5. ANIMAL SHELTER







# SPAY/NEUTER CLINIC FOR TRI-STATE AREA

**SATURDAY, April 13<sup>th</sup>, 2024**

NEEDLES ANIMAL SHELTER  
1662 FLIP MENDEZ PKWY  
NEEDLES, CA 92363  
(760)326-4952

## **SERVICES PROVIDED BY:**

ANGEL'S TOUCH MOBILE VETERINARY UNIT  
DR. ANGELINA BEEKS DVM

**Must have an appointment and fill out an application**

\*MUST FILL OUT A SPAY/NEUTER APPLICATION (available at the Needles Animal Shelter) and turn in on or before 03/29/2024.

\*\$50.00 DEPOSIT IS REQUIRED AT TIME APPLICATION IS RECEIVED AND APPOINTMENT IS SCHEDULED

-NON-REFUNDABLE IF CANCEL OR NO SHOW

-\$50.00 DEPOSIT WILL GO TOWARDS SPAY/NEUTER ON DAY OF SERVICES

**PLEASE CALL THE SHELTER FOR PRICES AND ALL QUESTIONS**





# FREE SPAY/NEUTER CLINIC



**April 12<sup>th</sup> 2024**

Needles Animal Shelter

1662 Flip Mendez Parkway

Needles, CA 92363

(760)326-4952

Services provided by:

Angel's Touch Mobile

Veterinary Clinic

Dr. Angelina Beeks

**!THIS FREE CLINIC IS FOR NEEDLES RESIDENTS ONLY!**

The City of Needles Animal Shelter received a generous donation from a longtime Needles resident Kippy Poulson. The donation will be used to cover the costs of the spay/neuter of cats and dogs in the city of Needles.

**Must have an appointment and fill out an application.**

\*MUST FILL OUT A SPAY/NEUTER APPLICATION (available at the Needles Animal Shelter) and turn in on or before 03/29/2024.

\*MUST ATTACH ONE OF THE FOLLOWING TO PROVE RESIDENCY WITHIN THE CITY OF NEEDLES (utility bill, drivers license, or government issued photo ID)

\*DOGS MUST HAVE VALID CITY LICENSE

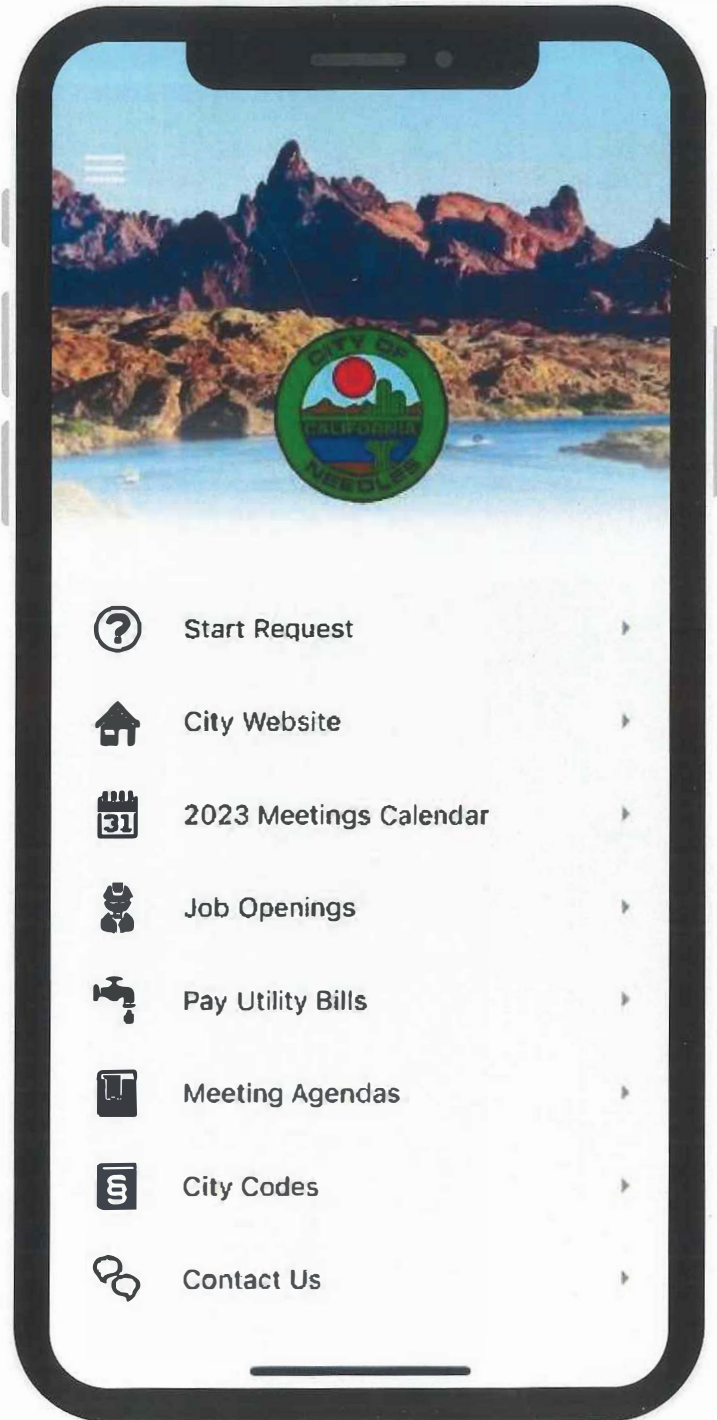
\*NOT ELIGIBLE TO NEEDLES RESIDENTS THAT HAVE PARTICIPATED IN PREVIOUS FREE SPAY/NEUTER CLINICS

# Download Needles Connect

- Access Information
- View latest Updates
- Receive Notifications
- And more...



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## 7. ADOPTION

