



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

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, NOVEMBER 8, 2022
COUNCIL EXECUTIVE SESSION – **5:30 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

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

AUTHORIZED BY AB 361

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

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

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

If asked, enter the following: Meeting ID: 396 449 890#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 396 449 890#

The meetings are being recorded. - MASKS ARE ENCOURAGED

CALL TO ORDER
ROLL CALL

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

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

RECESS TO EXECUTIVE SESSION

- a) Conference with Labor Negotiator pursuant to California Government Code §54957.6- Personnel - Agency Representative City Manager Rick Daniels - Employee Organizations: Teamsters Local 1932
- b) NPUA / COUNCIL: Conference with Legal Counsel regarding existing litigation pursuant to Government Code Section 54956.9(d)(1) (one case: Rio Buena Vista Assoc. Et. Al. v. City of Needles: Case Number CIVSB 2028439)

EXECUTIVE SESSION – Report by City Attorney

ADJOURN THE JOINT MEETING AND RECONVENE THE CITY COUNCIL MEETING

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

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

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

PRESENTATION

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

- 1) PowerPoint presentation by representatives of the San Bernardino Regional Housing Trust (INF)

PUBLIC HEARINGS

- 2) Continued from October 25 - Public hearing noticed to consider all evidence and testimony for or against approving a Conditional Use Permit adding a 28,601 square foot building to the existing 3,933 square foot building for cannabis cultivation totaling 32,534 square feet located at 211 Balboa Place, APN 0660-081-27-0000 in the C-3 Zone:
Applicant Lamont Wolsey
 - Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Applicant Comments
 - Comments in Favor
 - Comments Opposed
 - Applicant Rebuttal
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Resolution No. 2022-74 approving a Conditional Use Permit adding a 28,601 square foot building to the existing 3,933 square foot building for cannabis cultivation totaling 32,534 square feet located at 211 Balboa Place, APN 0660-081-27-0000 in the C-3 Zone (ACT)
- 3) Continued from October 25 - Public hearing noticed to consider all evidence and testimony for or against approving an amendment to Resolution No. 2021-52 reducing the cannabis cultivation area by 2,511 square feet and adding a 2,399 square foot retail cannabis business located at 2701 Columbus Drive, APN 0660-081-30-0000 in the C-3 Zone

- Staff Report
- Council Questions of Staff
- Mayor to open the public hearing
- Public Comment
 - Applicant Comments
 - Comments in Favor
 - Comments Opposed
 - Applicant Rebuttal
- Mayor to close the public hearing
- Council Discussion / Deliberation
- Resolution No. 2022-75 approving an amendment to Resolution No. 2021-52 reducing the cannabis cultivation area by 2,511 square feet and adding a 2,399 square foot retail cannabis business located at 2701 Columbus Drive, APN 0660-081-30-0000 in the C-3 Zone (ACT)

- 4) Public hearing noticed to consider all evidence and testimony for or against approving the Cost of Service Fee Study and proposed new fee schedule
- Staff Report
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Ordinance No. 657-AC amending Chapter 8, Exhibit A to Ordinance No. 464-AC to add, delete, or change various services and the percentage of cost recovery (ACT)
 - Resolution No. 2022-76 approving the Cost of Services Fee Study, the revised schedule of certain fees and updated fully burdened hourly rates (ACT)

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 5 through 9 on the Consent Calendar by affirmative roll call vote. (ACT)

- 5) Approve the Warrants Register through November 8, 2022
- 6) Authorize Scott Crane Roofing not to exceed \$4,299, Cal-Zone Fence Co. not to exceed \$15,251 and River Valley Air Conditioning not to exceed \$35,948 for storm damage repairs to be reimbursed by California Joint Powers Insurance Authority (CJPIA) with a deductible of \$10,000 to be funded by General Fund Reserves
- 7) Approve Resolution No. 2022-77 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of November 16, 2022 – December 15, 2022, pursuant to provisions of the Ralph M. Brown Act
- 8) Consider cancelling the regular City Council / NPUA meeting on Tuesday, December 27, 2022, due to a potential lack of quorum because of the Christmas Holiday
- 9) Accept the annual report to the California Energy Commission Power Content Label for the year ending December 31, 2021

End of Consent

REGULAR ITEMS

- 10) Approve the Barrier for Underpass Agreement and Easement Agreement with BNSF Railway Company for the K Street Barrier project and authorize staff to execute said agreement with a not to exceed \$12,700 for the easement dedication, administration fee and flagging to be funded by General Fund Reserves (ACT)
- 11) Authorize the City Manager or his designee to execute the First Amendment to the Master Purchase License and Services Agreement for the Advanced Metering Infrastructure (AMI) Project with Landis & Gyr removing the installation of electric meters from the scope of work reducing the not to exceed amount to \$1,687,359 and execute an electric meter installation agreement in substantially the same form after City Attorney review, with Wellington Energy Inc in the amount of \$262,463 plus the cost of required bonding (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

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

ADJOURNMENT

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

<http://www.cityofneedles.com>

Posted November 4, 2022

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

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

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

Dated this 4th day of November 2022

Dale Jones

Dale Jones, CMC, City Clerk



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: November 8, 2022

Title: City Council Resolution No. 2022-74
A Resolution of the City Council of the City of Needles Approving a Conditional Use Permit, adding a 28,601 Sq. Ft. Building to the existing 3,933 Sq. Ft. Building for Cannabis Cultivation totaling 32,534 Sq. Ft., located at 211 Balboa Street, also known as APN 0660-081-27-0000 in the C-3 zone.

Lamont Wolsey, Applicant, is proposing to construct a 28,601 square foot metal building for the purpose of cannabis cultivation totaling 32,534 Sq. Ft. The project site is located at 211 Balboa Place, also known as APN 0660-081-27-0000. The project is situated on a 1.85-acre parcel currently developed with a 3,933 square foot building metal building, which is to be converted for indoor cultivation purposes. The project is situated approximately 140 feet northeast of the Interstate 40 freeway and located on the east side of Balboa Place within the Highway Commercial (C-3) zoning designation. (see Attachment A-1, *Project Location*). The Project is directly East of a 13,648-cannabis cultivation, South of two entitled cannabis cultivations (320 Balboa and 315 Balboa) which is currently in the building permit process.

As shown in Attachment B, *Site Plan*, the project would involve the construction of a 28,601 square foot, 26.5-foot tall metal building with associated parking totaling 41 spaces that would include 2 ADA spaces and 5 bicycle stalls. The project's proposed building will be constructed of metal with metal roofing and will be situated behind the current structure on-site, which would be converted to indoor cultivation. The existing building totals 3,933 square foot with the addition of a 28,601 square foot cannabis cultivation which would be attached and act as one 32,534 square foot building upon completion of the project. Access to the facility will be provided from Balboa Place with an existing asphalt concrete paved road.

As shown in Attachment C, *Floor Plan*, the building would consist of interior wall partitioning for the creation of fourteen (14) flower rooms, totaling 13,072 square feet, one (1) 2,050 square foot mothers room for immature plants, three (3) 403 square foot dry rooms, one (1) 883 square foot trimmers room, one (1) 649 square foot product stock room, one (1) 92 square foot clone room, one (1) 127 square foot utility closet, one (1) 60 foot janitor closet, one (1) 261 square foot electrical room, one (1) 928 square foot fertigation room, one (1) 135 square foot security office, one (1) 222 square foot check-in room, two (2) 210 square foot offices, one (1) 559 square foot break room, and four (4) restrooms totaling 240 square feet.

As shown in Attachment D, *Conceptual Elevation Plans*, the building will feature two roll-up doors and 5 pedestrian doors. The existing building would be painted gold, while the new building would be painted in alternating stripes of light and dark grey. The building would rise to a maximum height of 26.5 feet.

As shown in Attachment E, *Security Plan*, security measures have been incorporated into the project. Security cameras and lighting will be mounted on all exterior corners of the building and at door entrances. Interior security cameras will be utilized for each room within the building, as well as on-site security personnel, use of audible interior and exterior alarms. Entry into the building will be activated by an employee badge utilizing a “buzz in” system.

As shown in Attachment F, *Landscape Plan*, the project would install 166 new shrubs, 6 valley oak trees and 2 purple plum trees. Groundcover would consist of 73 sunshine ligustrums, artificial sod, river rock, and gravel. A total of 10,876 square feet would be landscaped.

Upon completion of construction, the project will operate 7 days a week, from 6 am to 6 pm, and would employ 15 people full-time.

On May 26, 2020, the City Council adopted Ordinance No. 629- AC, allowing cannabis cultivation in zones C-1, C-2, C-3, M-1 and M-2 with the approval of a Conditional Use Permit and a Regulatory Permit.

On October 19, 2022, the Planning Commission held a duly noticed and advertised public hearing for a 32,534 Sq. Ft. cannabis cultivation facility in the Highway Commercial (C-3) zoning designation located at 211 Balboa Street, also known as APN 0660-081-27-0000. Planning Commissioners discussed the proposed color of the building. Condition 55 was amended to outline the buildings color to include alternating stripes of light and dark grey for the building’s siding. The existing building to be painted a gold color. Additionally, the PC Commissioners discussed the architectural enhancements of Condition #56 and #64 to include masking of the building with a new skin architectural treatment and to include black awnings over the proposed Co2 tank location and the front door of the existing building to be painted black. Finally, Condition #65 was added to include a 6-foot wrought iron fence to be installed along the entire property boundary. The Planning Commissioners voted unanimously to recommend the Project to the City Council.

Conditional Use Permit Findings.

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

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

FINDING: The facility is located in a Highway Commercial (C-3) zoning designation, which under Ordinance No. 629 AC, permits cannabis cultivation operations to occur within the facility through approval of a Conditional Use Permit and a Regulatory Permit.

B. The Application is Complete

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed development building footprint envelope which include the renovation of a 3,933 square foot existing structure and the

construction of a 28,601 sq. ft. building to create a 32,534 square foot cannabis cultivation facility, which have been incorporated into this Staff Report.

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

FINDING: The proposed project, cultivation of cannabis, is consistent with uses identified in the General Plan Neighborhood Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cultivation facilities to operate within the Highway Commercial (C-3) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval require that only cultivation may be performed inside the existing 3,933 square foot building and new 28,601 square foot building. No sales will be permitted to occur at this site. Very little traffic is expected at the site, other than employees and occasional deliveries (soil, fertilizer, equipment, etc.). The project is a low intensity use with traffic mostly related to employee type vehicles, and no outside uses are permitted. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site.

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

FINDING: The project site is located approximately 700 northeast of an existing cannabis cultivation facility and will be located on an already developed 1.85-acre parcel that will include the renovation of a 3,933 square foot existing structure and the construction of a 28,601 sq. ft. building to create a 32,534 square foot cannabis cultivation facility. The conditions of approval require that only cultivation may be performed inside the building which would total square feet at build-out. No manufacturing of products or sales will be permitted to occur within each building. Very little traffic is expected at the site, other than employees, material supply delivery and product shipment. The project, upon completion is anticipated to generate 30 vehicle trips per day. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site. The project is directly East of a 13,648 square foot cannabis cultivation facility, and South of two entitled cannabis cultivations (320 Balboa and 315) Balboa) which is currently in the building permit process.

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

FINDING: The facility is located in a developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting, security systems, and ventilation systems for the 32,534 square foot cannabis cultivation facility are in place for health and safety purposes.

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

FINDING: The project site is surrounding on all sides by areas zoned Highway Commercial (C-3). As a condition of approval, the existing building would be painted gold, while the new building would be painted in alternating stripes of light and dark grey. These improvements will provide the aesthetic integrity of the area and not degrade the value of adjoining properties. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.

Public Notification: A public hearing notice was published in the Needles Desert Star on October 5, 2022. Notices were sent to property owners within 300 feet of the proposed project and posted in two conspicuous locations.

Fiscal Impact:

1. The 10% of gross sales of cannabis business tax (voter approved (2012)).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 15% State tax – a portion of which will be passed to local government, will be enacted with approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax; the city's share is 1%.

Environmental: This project is categorically exempt under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines. A project is considered to be exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Recommendation: Approve Resolution 2022-74, Approving a Conditional Use Permit, adding a 28,601 Sq. Ft. Building to the existing 3,933 Sq. Ft. Building for Cannabis Cultivation totaling 32,534 Sq. Ft., located at 211 Balboa Street, also known as APN 0660-081-27-0000 in the C-3 zone.

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

City Management Review:

R. W. K.

Date:

11/3/22

Agenda Item:

2

RESOLUTION 2022-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING A CONDITIONAL USE PERMIT ADDING A 28,601 SQ. FT. BUILDING FOR CANNABIS CULTIVATION TOTALING 32,534 SQ. FT., LOCATED AT 211 BALBOA STREET, ALSO KNOWN AS APN 0660-081-27-0000 IN THE HIGHWAY COMMERCIAL (C-3) ZONING DESIGNATION.

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

WHEREAS, on May 26, 2020, City Council Ordinance No. 629-AC was approved allowing cannabis cultivation in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the parcel being considered for cannabis cultivation is currently zoned C-3 “Highway Commercial” for APN 0660-081-27-0000; and

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on October 5, 2022, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on October 19, 2022, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the Conditional Use Permit **RESOLUTION 10-19-2022 PC**; and

WHEREAS, on October 19, 2022, the Needles Planning Commission approved **RESOLUTION 10-19-2022 PC** recommending City Council approval of a Conditional Use Permit; and

WHEREAS, Due to a lack of quorum the Public Hearing for October 25, 2022 was continued to November 8, 2022, the Needles City Council held a duly noticed and advertised public hearing for a Cannabis Cultivation totaling 32,534 Sq. Ft., located at 211 Balboa Street, also known as APN 0660-081-27-0000 in the C-3 zone; and

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

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

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

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15061(b)(3) of the State CEQA Guidelines. A project is considered to be exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

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

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

FINDING: The facility is located in a Highway Commercial (C-3) zoning designation, which under Ordinance No. 629 AC, permits cannabis cultivation operations to occur within the facility through approval of a Conditional Use Permit and a Regulatory Permit.

- B. *The Application is Complete*

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the proposed development building footprint envelope which include the renovation of a 3,933 square foot existing structure and the construction of a 28,601 sq. ft. building to create a 32,534 square foot cannabis cultivation facility, which have been incorporated into this Staff Report.

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

FINDING: The proposed project, cultivation of cannabis, is consistent with uses identified in the General Plan Neighborhood Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cultivation facilities to operate within the Highway Commercial (C-3) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval require that only cultivation may be performed inside the existing 3,933 square foot building and new 28,601 square foot building. No sales will be permitted to occur at this site. Very little traffic is expected at the site, other than employees and occasional deliveries (soil, fertilizer, equipment, etc.). The project is a low intensity use with traffic mostly related to employee type vehicles, and no outside uses are permitted. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site.

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

FINDING: The project site is located approximately 700 northeast of an existing cannabis cultivation facility and will be located on an already developed 1.85-acre parcel that will include the renovation of a 3,933 square foot existing structure and the construction of a 28,601 sq. ft. building to create a 32,534 square foot cannabis cultivation facility. The conditions of approval require that only cultivation may be performed inside the building which would total square feet at build-out. No manufacturing of products or sales will be permitted to occur within each building. Very little traffic is expected at the site, other than employees, material supply delivery and product shipment. The project, upon completion is anticipated to generate 30 vehicle trips per day. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site. The project is directly East of a 13,648 square foot cannabis cultivation facility, and South of two entitled cannabis cultivations (320 Balboa and 315) Balboa) which is currently in the building permit process.

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

FINDING: The facility is located in a developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting, security systems, and ventilation systems for the 32,534 square foot cannabis cultivation facility are in place for health and safety purposes.

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

FINDING: The project site is surrounded on all sides by areas zoned Highway Commercial (C-3). As a condition of approval, the existing building would be painted gold, while the new building would be painted in alternating stripes of light and dark grey. These improvements will provide the aesthetic integrity of the area and not degrade the value of adjoining properties. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2022-74**

SECTION 4. The City Council HEREBY APPROVES Resolution **2022-74**, Approving Conditional Use Permit No. 10-19-2022 PC, adding a totaling 32,534 Sq. Ft. cannabis cultivation building, located at 211 Balboa Street, in the Highway Commercial (C-3). Also known as APN 0660-081-27-0000 with the following conditions:

1. Conditional Use Permit (“CUP”) No. 10-19-2022 PC conditionally authorizes one Marijuana Cultivation Facility within one 32,534 square foot building located at 211 Balboa Street. This CUP does not authorize the use of a Cooperative/Collective, Manufacturing, Distribution, Cannabis Retail or Testing Laboratory at this site. These

Conditions of Approval shall apply to the cultivation of marijuana and the establishment of the Cultivation Facility only, whether it is classified as medical or, in the event it is legalized or otherwise provided immunity from prosecution within the State or by the Federal Government, recreational.

2. The Applicant/Owner/Operator, and his/her/its successor(s) in interest ("Applicant") shall comply with all conditions of this CUP, including the Needles Municipal Code ("Municipal Code") and Chapter 12A thereof, the City Zoning Code, including Article IV and Section 94 thereof, and all applicable laws, policies, rules and regulations of the City, County, and State; and shall comply with any requirements associated with this approval or with the issuance of any Cultivation Facility License as required by Chapter 12A of the Municipal Code.
3. This CUP is issued in accordance with the provisions of the Municipal Code, and all development subject to the CUP shall occur strictly in accordance with the CUP plans and applications approved by the City. Failure to implement and maintain all provisions of these conditions of CUP approval shall be deemed grounds for revocation.
4. The CUP is issued contingent upon the Applicant's compliance with the provisions of Municipal Code Chapter 12A, and the issuance of all applicable permits and licenses in connection therewith, including, without limitation, a Marijuana Cultivation License, prior to the issuance of a Certificate of Occupancy pursuant to this CUP.
5. The approval for CUP No. 10-19-2022 PC is subject to the six (6) month expiration provisions of Section 94.13(a) of the City's Zoning Code, and will expire on **04-19-2023**.
6. The permit issuing authority may extend for a period of up to six (6) months, the date when the permit would otherwise expire pursuant to 94.13(a) if it concludes that: (1) the permit has not yet expired; (2) the permit recipient has proceeded with due diligence and in good faith; and (3) conditions have not changed so substantially as to warrant a new application.
7. The Applicant shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the Applicant and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of

the City and its citizens in regard to such defense. As a condition of this approval, the Applicant or its authorized representative shall:

- (a) Execute an agreement to defend (with legal counsel of the City's choice), indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation(s) of federal law associated with the permitting, licensing, approval, and/or operation of the Cultivation Facility; and
 - (b) Maintain insurance in the minimum amount of \$1 million per claim and \$2 million in the aggregate; and
 - (c) Name the City as an additional insured on all City required insurance policies; and
 - (d) Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of the Cultivation Facility.
8. All development on the project site shall be in compliance with all applicable provisions of the City's Municipal Code and all applicable provisions of the adopted and applicable Building, Construction and Fire Codes, the Americans with Disabilities Act, and all City building, zoning, business, and health regulations. All new construction shall obtain appropriate building permits and comply with the requirements of the Planning, Building, and Fire Departments.
9. With the exception for amendments and/or modifications that are consistent with Section 94.15 of the City's Zoning Code, anything not shown on the CUP application or the Site Plan, or which is not specifically approved herein, or which is not in compliance with the CUP, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted hereunder null and void. Construction (if any) shall cease until all requirements of this CUP are complied with, and development entitlements may be withheld until any Code violations are abated.
10. No Certificate of Occupancy shall be granted until all Conditions of Approval have been completed and approved by the City and Fire Department unless otherwise identified herein, and all offsite improvements have been completed and accepted by the City.
11. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit a notarized affidavit acknowledging acceptance of the conditions of this CUP. This authorization shall become void, and any privilege, permit, or other authorization granted under these entitlements shall be deemed to have lapsed if compliance with this condition has not been undertaken within the specified time limits.

12. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.
13. The Applicant shall pay all established service, permit, impact, environmental, and other applicable fees required by the City as a condition of this CUP.
14. The Applicant shall at all times comply with any applicable State law, including but not limited to: the Compassionate Use Act (Proposition 215), the Medical Marijuana Program Act (Senate Bill 420), the Medical Marijuana Regulation and Safety Act (collectively Assembly Bill 266, Assembly Bill 243, and Senate Bill 643, signed into law by Governor Brown on October 9, 2015, as may be amended from time to time), and any other State or California Constitutional provision, whether now or later adopted, including any location restrictions.
15. The Applicant shall apply for and obtain a Marijuana Cultivation License prior to operating the Cultivation Facility conditionally authorized by this CUP, and shall at all times comply with the provisions of such license and applicable City Codes and regulations. The revocation or suspension of any required regulatory license shall operate to suspend all operations.
16. Applicant must comply with the recommendations and conditions of the City Manager or his/her designee prior to issuance of any building permits. All development pursuant to this CUP must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
17. A Management, Operations, and Security Plan including the measures set forth in Municipal Code Chapter 12A-7(F) shall be reviewed, and approved by the City Manager (or Designee) and City Building Official prior to Building Permit Issuance. Installation of security measures, including those listed below (See Condition 42a-e) must be completed, inspected, and approved by the City Manager (or Designee) and City Building Official prior to issuance of a Certificate of Occupancy.
18. Prior to the issuance of a Certificate of Occupancy, the Applicant shall secure any change to legal access for ingress and egress to the project site. The cost of which shall be borne by Applicant.
19. Applicant shall provide adequate lighting above all entrances and exits to the proposed 32,534 square foot building, as well as all parking areas and walkways that are under the control of the Applicant.
20. All required lighting shall be of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons within lighted areas during operating hours and shall be designed so as to direct light and glare onto the premises only. Said lighting and glare shall be shielded to deflect lighting away from all adjoining properties.

21. Prior to the issuance of a Conditional Use Permit, the Applicant shall obtain an electric "Will-Serve" letter, as well as a "Will-Serve" letter for Domestic Water and Sanitary Sewer Service from the Needles Public Utility Authority ("NPUA").
22. During grading activities an onsite tribal monitor will be required and in the event of an accidental discovery or recognition of any human remains during project construction activities, Public Resources Code (PRC) Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:
 - There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, then the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98, or
 - Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the property in a location not subject to further subsurface disturbance:
 - The NAHC is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission;
 - The descendant identified fails to make a recommendation; or
 - The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC.
23. During construction, the Applicant shall, at all times, maintain the project site free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days' notice by certified mail, the Applicant does not comply with a notice of violation issued during construction, the City may either cancel building or grading permits and/or implement nuisance abatement proceedings, including placing a lien on the property for costs of abatement.
24. Applicant shall locate outside trash bin(s) or trash cans in a secured, enclosed area; not to be seen by public view and shall be locked at all times.
25. The outdoor cultivation and/or sale of marijuana and/or marijuana products are prohibited on the project site. No activity including, but not limited to, seeding,

growing, or processing shall be conducted outside of the enclosed Cultivation Facility. The only time in which the product of any type is allowed to be outside of the 32,534square foot building enclosure is for loading and/or transportation/logistic and/or disposal purposes, consistent with the approved Site Plan. Indoor Cultivation is allowed only within a fully enclosed and secure structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, is secured against unauthorized entry, provides complete visual screening, is only accessible through doors, and is inaccessible to minors. Other types of activities or special events are prohibited on the project site unless the applicant has received an approved Temporary Use Permit subject to the provisions of the City Municipal Code.

26. All structures, building walls open to public view shall remain free of graffiti or other extraneous markings, drawing, or signage that was not approved by the City, unless directly related to the business being operated on the premises or otherwise providing pertinent information about said premises. In the event graffiti or other extraneous markings occur, the Applicant shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surface.
27. Prior to occupancy, the Applicant shall prepare and file with the County Fire Department and Sheriff's Department a detailed evacuation plan in the event of an emergency that details how the building will be secured and how first responders will gain access.
28. Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) requirements per the California Regional Water Quality Control Board (RWQCB), Colorado Region.
29. Prior to construction of the building facility, the applicant shall fill out the City's Industrial Wastewater Discharge checklist and provide the City with a detailed description of the project's proposed treatment for wastewater discharge associated with cultivation.

This shall involve and require the applicant to construct a sampling manhole onsite to connect to the facility's wastewater line that will tie-in to the nearby existing sewer line, and shall be constructed large enough in diameter for test tubes to be fitted down for water capture and testing. Said manhole shall connect to the project site's onsite septic tank with access for City Staff, and a composite sampling device to be installed in the manhole with a remote controller. The depth of the manhole will depend on the depth of the sewer.

The applicant shall also describe if:

- a) Reverse osmosis will be utilized, and if so, shall provide documentation to the City of how concentrated levels of Total Dissolved Solids (TDS) and brine

solutions will be disposed and of the licensed entity that will be appointed in receiving TDS waste; or

- b) If Hydroponic Grow Methods will be utilized, the applicant shall notify the City prior to initial discharge of hydroponic water media. Testing shall be performed at the time of discharge by a licensed wastewater testing firm. If testing reveals an exceedance in the maximum allowable threshold for dissolved solids, the facility shall halt any further discharge until appropriate filtering methods have been replaced/installed and re-tested by the wastewater testing firm until discharge levels of dissolved solids fall below the maximum allowable threshold. Failure to notify the City or detection of an unapproved discharge shall be considered "non-compliant" and is subject to sanctions up to and including discontinuance of service in accordance with Sections 9.5 and 10.7 of the City Code.
- 30. No nuisance water shall escape the Project Site onto public streets or adjacent properties.
 - 31. If hazardous substances are used and/or stored in connection with the project, that exceed 55 gallons, 500 pounds, or 200 cubic feet (compressed gas) at any one time in the course of a year, a Business Emergency/Contingency Plan shall be prepared prior to issuance of Certificate of Occupancy and shall be in compliance with California Health & Safety Code (CHSC), Division 20, Chapter 6.95, Sections 25500 – 25520, California Code of Regulations (CCR), Title 19, Division 2, Chapter 4, Article 4, Sections 2729 - 2732, Title 40, Code of Federal Regulations (CFR), and EPA (SARA, Title III). A technical opinion and report may be required, identifying and developing methods of protection from the hazards presented by the hazardous materials. This report shall be prepared by a qualified and properly licensed person, firm, or corporation and submitted to the Fire Department. This report shall also explain the proposed Facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.
 - 32. The Project addition shall not exceed 28,601 square feet, and the total area shall not exceed 32,534 square feet, as authorized pursuant to the CUP. In the event that State law further restricts or limits these requirements, the Cultivation Facility shall comply with all size requirements for such facilities imposed by State law and consistent with any State issued permit or license. A decrease in Indoor Cultivation below that which is authorized shall not require a new or amended CUP.
 - 33. Indoor Cultivation shall not adversely affect the health or safety of the nearby residents, businesses or properties by creating offensive odors, dust, glare, heat, noise, smoke, traffic, vibration, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby properties or areas open to the public, and shall not be hazardous due to use or storage of materials, processes, products or wastes. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.

34. The Cultivation Facility shall comply fully with all applicable restrictions and mandates set forth in State law, including without limitation, the Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued by the California Attorney General in August 2008, as may be amended from time to time. The Cultivation Facility shall not engage in any activities not allowed at Cultivation Facilities pursuant to State law and Chapter 12A of the Municipal Code. The Cultivation Facility shall comply with all horticultural, labeling, processing, and other standards required by State law and Chapter 12A of the Municipal Code.
35. All marijuana and marijuana products shall be stored in a secured manner within the Cultivation Facility during business and non-business hours.
36. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Cultivation Facility. The term "premises" includes the actual building, as well as any accessory structures and parking areas. The building entrance to the Cultivation Facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the Facility is prohibited.
37. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Cultivation Facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Cultivation Facility.
38. With the exception of Emergency Medical Care provided in the event of an accident or injury, Physician services shall not be provided on the premises.
39. No physical change, alteration, or modification of the premises of the Cultivation Facility is allowed that materially or substantially alters the permitted use or the approved site plans. Material changes include, but are not limited to, an increase in the total square footage of the Cultivation Facility, or the addition, sealing of, or relocation of a wall, common entryway, doorway, or other means of ingress and/or egress to the Facility.
40. The Cultivation facility shall not distribute, sell, dispense, or administer marijuana out of its Facility to the public. A Cultivation facility shall not be operated as a Cooperative/Collective.
41. Applicant shall identify the on-site manager(s) of the Facility to whom notice of operational issues may be provided. The Cultivation Facility shall make every good faith effort to encourage residents, businesses, or members of the public to call this Facility Manager as a first step to resolving operating problems, if any, before calls or complaints are lodged with the Sheriff's or Planning Department.

42. A security plan shall be clearly detailed on the Site Plan and installed at the Facility, including the following measures:
- (a) Security cameras shall be installed and maintained in good, operable condition, and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the City Manager or his/her designee. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and corners of the building, and any other areas as determined by the City Manager or his/her designee. Recordings shall be made available to the City Manager or his/her designee upon 24 hours' notice;
 - (b) The facility shall be alarmed with an alarm system that is operated and monitored by a properly licensed security company. Any security personnel, whether armed or unarmed, employed by the Cultivation Facility shall have and possess on their person a valid, State issued, licenses (commonly known as a "Guard Card");
 - (c) Entrance to the cultivation area and any storage areas shall be locked at all times, and under the control of staff of the Cultivation Facility;
 - (d) The entrance(s) shall be illuminated during evening hours. The Applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed.
 - (e) Entry doors to the building shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.
43. Applicant shall enter into an agreement with the City that fully reimburses the City for all costs incurred by the City, resulting from the existence of the Facility, and provides the City with any applicable impact or other fees, imposed now or hereafter, to offset the potential impacts of the Cultivation Facility within the City.
44. The City Manager, or the City Manager's designee, shall have the right to enter the Cultivation Facility from time to time upon 24 hours' notice for the purpose of making reasonable inspections to observe and enforce compliance with these conditions of approval and all laws of the City and State of California.
45. Applicant shall provide the utility department with required volume and pressure demand, including calculations that will define the total fixture units and minimum size of drainage pipes, to verify that the proposed new and existing lateral will be adequate to fulfill the demand. Applicant shall also clarify plans the rerouting of the existing lateral water line.
46. Applicant shall provide the electric load calculation.

47. If the Applicant utilizes an average of 125 percent or more of the permitted electricity or water amount based on the electric and water Will-Serve letters, in any one (1) year without prior written approval by the NPUA, all operations must cease immediately and the same shall be grounds for revocation of the CUP. Average electricity and water usage will be monitored on a quarterly basis by NPUA and City of Needles.
48. All outside ground mounted HVAC equipment shall be “caged” so as to minimize the potential for vandalism or theft of HVAC systems, wiring or copper.
49. Operation of the Cultivation Facility in violation of any condition(s) of this CUP approval or requirements of Chapter 12A of the Municipal Code or other City regulation or ordinance shall constitute a violation of the CUP and shall be enforced pursuant to the provisions of thereof.
50. If any condition of approval of this CUP is held or declared to be invalid by a court of competent jurisdiction, the entire Project and CUP may be reviewed and substitute and/or additional conditions may be imposed.
51. Any violation of these conditions of approval shall constitute grounds for revocation of the CUP. The CUP may be revoked by the permit-issuing authority only in accordance with the requirements of Section 118.04 of the City’s Zoning Code. Any such decision is appealable by the Applicant in accordance with Section 118.05 of the City’s Zoning Code.
52. The project shall be built in conformance to the site plan drawing dated August 19, 2022. Any deviation from the approved plan shall require Planning Commission approval.
53. Applicant must use asphalt or concrete for driving and parking surfaces per City standards.
54. The project is required to be handicap accessible, with ADA compliant restrooms. The project is required to provide an ADA compliant path of travel between both cultivation buildings on site.
55. The proposed 32,534 square foot building shall be painted in alternating stripes of light and dark grey for the building’s siding. The existing building to be painted a gold color.
56. Any exposed metal surfaces to the building shall be masked with new skin architectural treatment. At all times the building shall be maintained with appropriate paint or exterior treatment.
57. Electric meter and main disconnect to be installed on exterior of building.
58. Applicant must comply with the recommendations of the San Bernardino County Fire Department prior to issuance of any building permits. All development pursuant to

this permit must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.

59. Water and wastewater capacity fees will be paid prior to Certificate of Occupancy.
60. City of Needles Development Impact Fees will need to be paid prior to Certificate of Occupancy.
61. At any time building permits are applied for at this site, whether for external or internal changes, new site and interior drawings are required to be submitted prior to receiving a building permit.
62. All public improvements proposed across the site's frontage shall meet all current city standards and at a width as determined by the City Engineer.
63. The Applicant acknowledges that the Bureau of Reclamation ("BOR") Policy entitled "Use of Reclamation Water or Facilities for Activities Prohibited by the Controlled Substances Act of 1970", which may be amended and/or extended from time to time, prohibits the BOR from approving the use of Reclamation water or facilities to facilitate activities prohibited by the Controlled Substances Act, including the use of Reclamation facilities or water in the cultivation of Cannabis, and in the event the BOR becomes aware that Reclamation facilities or the water they supply are being used to facilitate cultivation of Cannabis, will report such action to the Department of Justice ("DOJ"). Applicant acknowledges and agrees that as a result of any determination by the BOR that water service constitutes Reclamation water or facilities or any action of the BOR or DOJ taken as a result of such determination, is beyond the reasonable control of the NPUA and/or the City, and the NPUA and the City and its employees shall be free from any liability to the Applicant, its successors in interest, or any other interested party as a result thereof. The Applicant is required to take any action necessary as a result of any BOR determination or action related thereto, including obtaining additional sources of water for the Project. Any actions must be done in accordance with all applicable City Code provisions and regulations.
64. CO2 Tanks on the front of the building to add a black awning over CO2 tanks and paint the awning over the front door of the existing building black.
65. The property will be fenced with a 6-foot wrought iron fence to be installed along the entire property boundary.

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

PASSED, APPROVED AND ADOPTED this 8th day of November, 2022 by the roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

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

Name of Applicant: LAMONT WOLSEY Phone: 928-716-3696 (Applicant must be the owner of the land, the lessee having a lease-hold interest of not less than 5 years, or the agent of any of the foregoing duly authorized in writing)

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

1. Project name and address: SOUTHWEST CANNAFARM
211 BALBOA PL
NEEDLES, CA 92363
2. Legal Description of Parcel (attach if necessary): APN # 0660-081-27
3. Briefly Describe: a. Purpose and Intent of proposed project (include acres, square feet, units, etc.).
CONVERT FORMER TRUCK REPAIR FACILITY INTO
CANNABIS CULTIVATION FACILITY LOCATED ON 1.85 ACRES
REMODEL EXISTING 3,938 SQ FT AND CONSTRUCT NEW BUILDING
 - b. Population projection (project residents): 1-5
 - c. Number of persons employed during operation: full time 5-10 part time 5
 - d. Will the Project require new utility services? yes X no
i. Water Service NO no. If so, estimated peak water demand in gallons/minutes: _____, service requirement.
ii. Sewer Service NO no. Any chemical wastes expelled in sewers? _____
If yes, explain: _____
iii. Electric Service: main size YES; single phase _____; three phase _____
Attachment to existing electric facilities: load calculations 1 MW
 - e. Estimated daily vehicular traffic generated by the operation: 10 Comment: _____
 - f. List major machines – give horsepower and noise rating in decibels: AC UNITS
 - g. Will the project require a permit from the Air Pollution Control District, and if so, describe: NO
 - h. What will be the hours of operation: 7am - 5pm
 - i. Describe materials or machinery that will be stored or parked outside: NIA

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

Type of License

California City Issuing License

Dispensary

Cultivation

Manufacturing

Testing/Lab

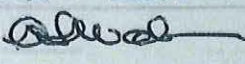
Distribution/Transportation

Other _____

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

AUTHORIZATION

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

Name (print or type)	Address	Capacity Owner/Lessee
1. LAMONT WOLSEY	211 BALBOA PL	X
Signature 	2575 N. ALPHA	
2. _____		
Signature _____		
3. _____		
Signature _____		


NOTARY PUBLIC
Tandra K. Wallace
STATE OF ALASKA
My Commission Expires 04/13/2025

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

Subscribed and sworn before me this 11th day of October, 2022
04/13/2025 My Commission Expires
S: Tandra K. Wallace
Notary Public (or City Staff)

CERTIFICATION

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

Name (print): SHAWN GUOMUNDSEN Signature: 
Address: 1406 BAILEY AVE SUITE 21 92363 Telephone: 702-206-0771
Capacity: _____ owner: _____ lessee: _____ agent of LAMONT WOLSEY.

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

Address: _____

Address: _____

.....
(STAFF USE ONLY)

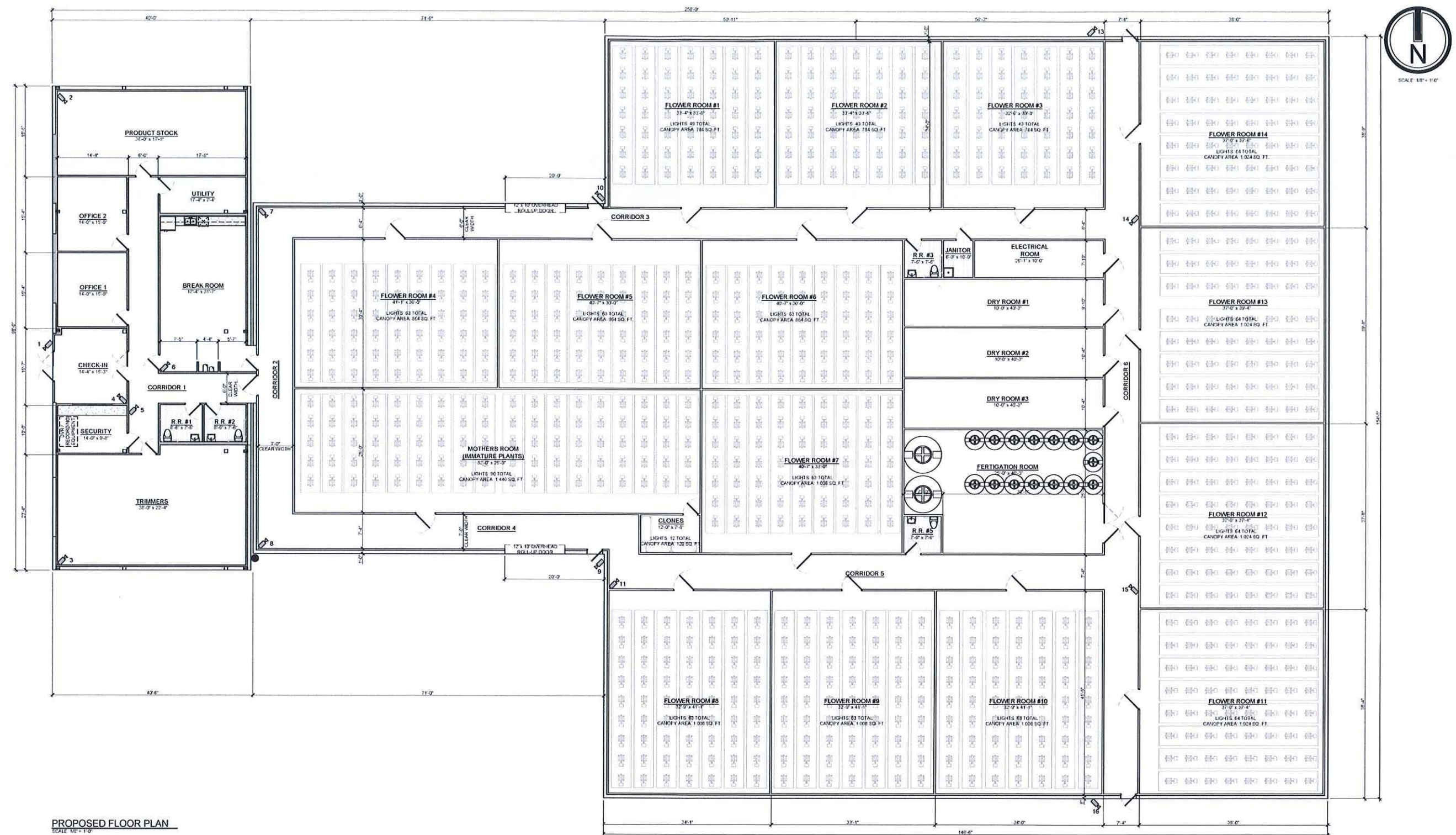
Date filed

Rec'd by

Receipt No.



ATTACHMENT A: Project Location
APPLICANT: Lamont Wolsey
SITE ADDRESS: 211 Balboa



ATTACHMENT C: Floor Plan

APPLICANT: Lamont Wolsey

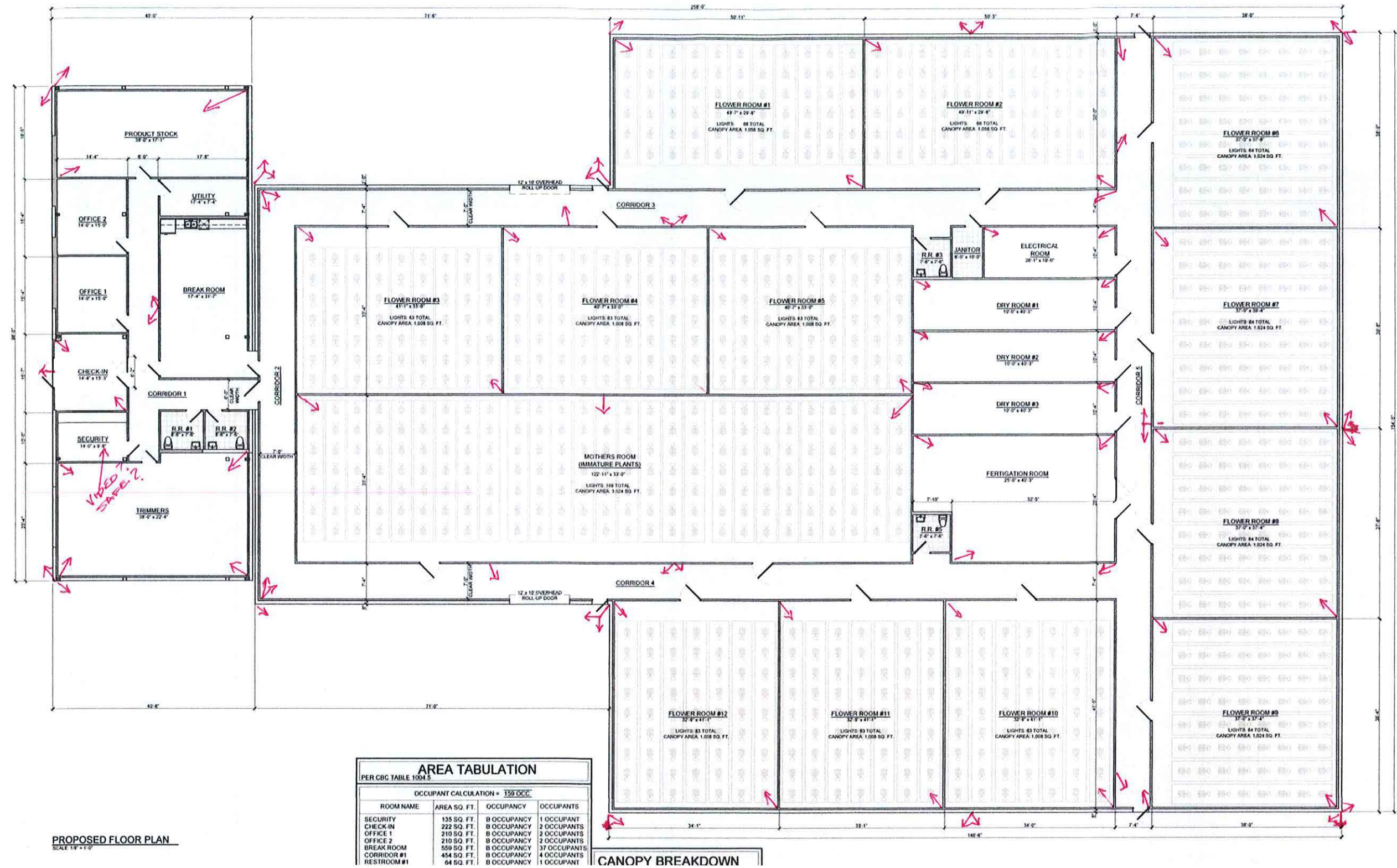
SITE ADDRESS: 211 Balboa



ATTACHMENT D: Conceptual Elevation Plan

APPLICANT: Lamont Wolsey

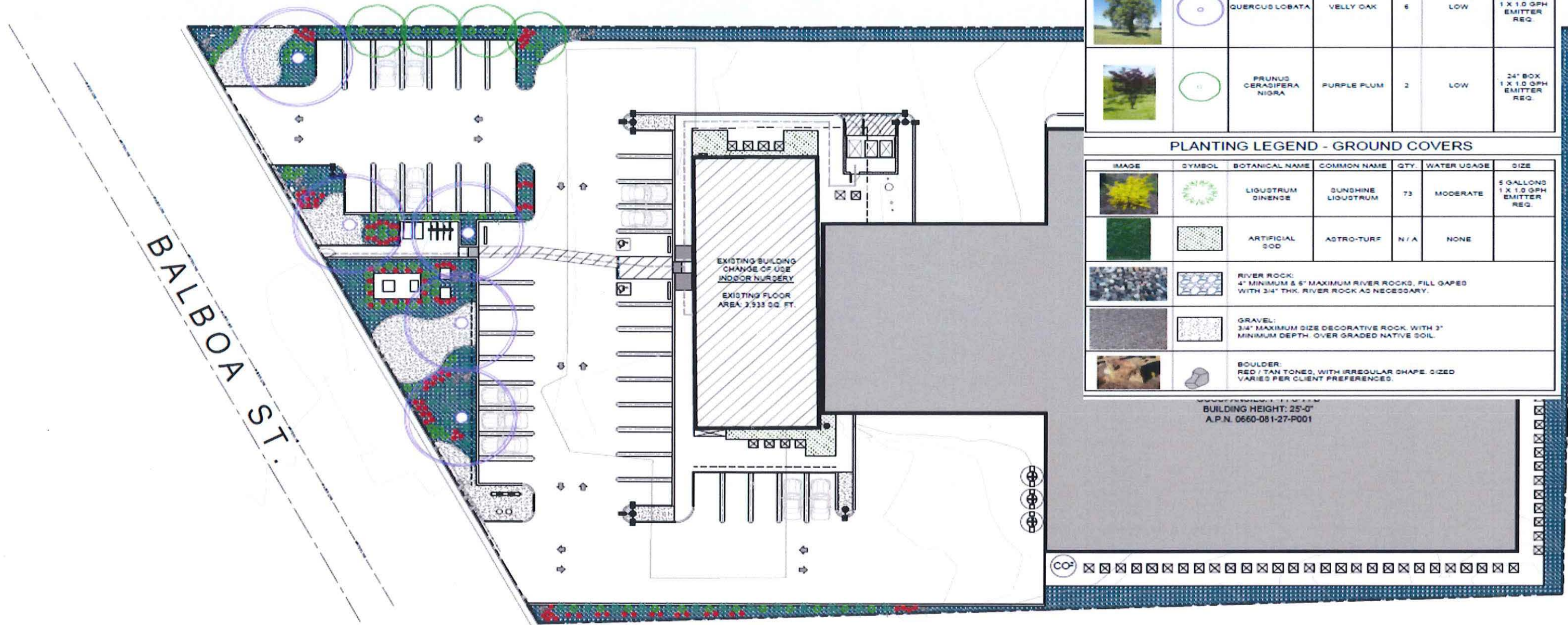
SITE ADDRESS: 211 Balboa



ATTACHMENT E: Security Plan
APPLICANT: Lamont Wolsey
SITE ADDRESS: 211 Balboa



Landscape Plan



PLANTING LEGEND - SHRUBS

IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		LEUCOPHYLLUM LANGMANIAE	TEXAS RANGER	105	LOW	5 GALLONS 1 X 1.0 GPH EMITTER REQ.
		HESPERALOE	RED YUCCA	61	LOW	5 GALLONS 1 X 1.0 GPH EMITTER REQ.

PLANTING LEGEND - TREES

IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		QUERCUS LOBATA	VELLY OAK	6	LOW	24" BOX 1 X 1.0 GPH EMITTER REQ.
		PRUNUS CERASIFERA NIGRA	PURPLE PLUM	2	LOW	24" BOX 1 X 1.0 GPH EMITTER REQ.

PLANTING LEGEND - GROUND COVERS

IMAGE	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	WATER USAGE	SIZE
		LIGUSTRUM DINENSE	SUNSHINE LIGUSTRUM	73	MODERATE	5 GALLONS 1 X 1.0 GPH EMITTER REQ.
		ARTIFICIAL SOD	ASTRO-TURF	N/A	NONE	
		RIVER ROCK: 4" MINIMUM & 6" MAXIMUM RIVER ROCKS, FILL GAPS WITH 3/4" THK. RIVER ROCK AS NECESSARY.				
		GRAVEL: 3/4" MAXIMUM SIZE DECORATIVE ROCK, WITH 3" MINIMUM DEPTH OVER GRADED NATIVE SOIL.				
		BOULDER: RED / TAN TONES, WITH IRREGULAR SHAPE. SIZED VARIES PER CLIENT PREFERENCE.				

BUILDING HEIGHT: 25'-0"
A.P.N. 0660-081-27-P001

ATTACHMENT F: Landscape Plan
APPLICANT: Lamont Wolsey
SITE ADDRESS: 211 Balboa





ATTACHMENT G: Rendering
APPLICANT: Lamont Wolsey
SITE ADDRESS: 211 Balboa



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: November 8, 2022

Title: City Council Resolution No. 2022-75
A Resolution of the City Council of the City of Needles Approving an Amendment to City Council Resolution No. 2021-52 reducing the Cannabis Cultivation Area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-30-0000 in the C-2 General Commercial Zone

Background: Applicant, Jesse Dean Brown, representative for Needles Flower Refinery is proposing to construct a 2,399 square foot retail cannabis business. On September 1, 2021, the Needles Planning Commission approved Conditional Use Permit Resolution No. 09-01-2021-2 PC recommending approval of a 24,242 Sq. Ft. cannabis cultivation building. The applicant would like to amend Resolution 09-01-2021-2 to reduce the cultivation area by 2,511 sq. ft. (Attachment A, *Project Location*) and construct a 2,399 Sq. Ft. cannabis retail business located at 2701 Columbus Drive. The project site is currently developed with two existing cannabis cultivation facilities (Building 1 and Building 2). This cannabis retail project will be Phase 1 of the third building with the 21,731 future cultivation facility being built within 12 months. As shown in Attachment B-2, *Proposed Site Plan*, the proposed 2,399 square foot retail cannabis business would be constructed adjacent to the proposed 21,731 future cultivation facility.

The applicant has demolished and removed the previously existing 2,810 square foot building (formally owned and operated by the Taco Bell franchise). The two properties have been merged into one parcel APN 0660-081-30 which will contain Buildings 1, 2, and 3. The project is located within the General Plan Commercial Highway land use designation and within the General Commercial (C-2) zoning designation.

As shown in Attachment C-1 and C-2, *Floor Plans*, the proposed retail cannabis business would be the first phase of the third building and be build before the cultivation facility and be completely partitioned off. The retail business would contain a Customer Check-In Room (132 sq. ft.), a Retail Floor (469 sq. ft.), a Vault Room (210 sq. ft.), two Offices (82 sq. ft. and 809 sq. ft.), a foyer (148 sq. ft.), and a Break Room (117 sq. ft.) and bathrooms. Access to the project would be provided via Columbus Drive and would provide a total of 26 onsite parking spaces including one (1) Americans with Disability Act (ADA) parking space.

As shown in Attachment D-2, *Conceptual Elevation Plans*, the building will feature two roll-up doors and three pedestrian doors. The building would be painted brown and would rise to a maximum height of 36 feet.

As shown in Attachment E, *Security Plan*, security measures have been incorporated into the project. Security cameras and lighting will be mounted on all exterior corners of the building and at door entrances. Interior security cameras will be utilized for each

room within the building, as well as on-site security personnel, use of audible interior and exterior alarms. Entry into the building will be activated by an employee badge utilizing a “buzz in” system.

As shown in Attachment F, *Landscape Plan*, the project would improve the existing landscaping on site through the addition of shrubs such as Texas Rangers and Red Yuccas, trees such as Purple Plums, and ground cover consisting of Sunshine Ligustrum and Astro-Turf, as well as boulders, river rock, and gravel.

Hours of operation for the retail cannabis business would be from 10 am to 7 pm, seven days a week and would employ a total of 6 employees under three shifts. Traffic from this Retail Cannabis Business is expected to generate 10-20 vehicle trips per day.

On October 19, 2022, the Planning Commission held a duly noticed and advertised public hearing for an amendment to Resolution No. 2021-52 reducing the Cannabis Cultivation Area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business in the C-2 General Commercial Zone located at 2701 Columbus Drive, also known as APN 0660-081-30-0000. City Staff discussed the proposed 8'-0" wrought iron fencing with a proposed sliding gate with fire access. Condition No. 69 was added to include an 8-foot wrought iron fence to be installed along the entire property boundary with a sliding gate for fire access. There was also a discussion regarding reflective noise and the impact it would have on the adjacent motel. The Planning Commissioners voted unanimously to recommend the Project to the City Council.

Conditional Use Permit Findings.

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

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

FINDING: The facility is located in a General Commercial (C-2) zoning designation, which under Ordinance No. 629 AC, permits cannabis retail business operations to occur within the facility through approval of a Conditional Use Permit and a Regulatory Permit.

B. The Application is Complete

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the demolition and removal of an existing 2,810 square foot building for the proposed construction of a two-story 2,399 cannabis retail business in the third building.

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

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

require that only cannabis retail business uses are allowed within the proposed 2,399 square foot building. The proposed cannabis retail business is Phase I of the project. Future expansion of cannabis cultivation on the site was previously approved through CUP 09-01-2021-2 PC.

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

FINDING: The project site is located in a developed portion of the city. The project site is located on a developed 2.17-acre parcel. The project has involved the demolition and removal of the previously existing 2,810 square foot building for the proposed construction of a two-phase project. Phase I includes the construction of a 2,399-cannabis retail business. The project site was previously entitled through CUP 09-01-2021-2 PC for a 24,242 sq. ft. cannabis cultivation facility and will part of Phase II for the project site. The 24,242 Sq. Ft. cannabis cultivation facility will be reduced by 2,511 sq. ft. for the construction of a 21,731 sq. ft. cannabis cultivation facility. The project is located in a partially developed area with open desert to west (beyond Buildings 1 and 2) a fast-food restaurant to the south, and Interstate 40 to the north and east. Traffic from this Cannabis retail business is expected to generate 10-20 vehicle trips per day. On-site parking will include 26 onsite parking spaces. The proposed exterior design and color tone of cannabis retail business building will include architectural enhancements to match and compliment the existing exterior design and color tone of the existing two buildings (Buildings 1 and 2).

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

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

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

FINDING: The project site is zoned General Commercial (C-2). The area to the north across Interstate 40 freeway is zoned Highway Commercial (C-3), to the south zoned General Commercial (C-2), to the east, across Interstate 40 freeway zoned General Commercial (C-2) and Commercial Residential Resort (CRR) and to the west zoned Open Space (O). The project has been conditioned to install landscaping with plant species in accordance with the City's adopted planting palette. These requirements would assist in maintaining the value of adjoining or abutting properties.

Public Notification: A public hearing notice was published in the Needles Desert Star on Wednesday, October 5, 2022. Notices were also sent to property owners within 300 feet of the proposed project and posted in two conspicuous locations.

Fiscal Impact:

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

6. Statewide 10% sales tax, the city's share is 1%.

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

Recommendation: Approve Resolution 2022-75, Approving an Amendment to Resolution No. 2021-52 reducing the Cannabis Cultivation Area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-30-0000 in the C-2 General Commercial Zone

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

City Management Review:



Date:

12/3/22

Agenda Item:

3

RESOLUTION 2022-75

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
APPROVING AN AMENDMENT TO CITY COUNCIL RESOLUTION NO. 2021-52
REDUCING THE CANNABIS CULTIVATION AREA BY 2,511 SQ. FT. AND ADDING A
2,399 SQ. FT. RETAIL CANNABIS BUSINESS TO BE LOCATED AT 2701 COLUMBUS
DRIVE ALSO KNOWN AS APN 0660-081-30-0000 IN THE C-2 GENERAL
COMMERCIAL ZONE**

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

WHEREAS, on May 26, 2020, City Council Ordinance No. 629-AC was approved allowing cannabis cultivation in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the parcel being considered for cannabis cultivation is currently zoned C-2 “Highway Commercial” for APN 0660-081-30-0000; and

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on October 5, 2022, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on October 19, 2022, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the Conditional Use Permit **RESOLUTION 10-19-2022-1 PC**; and

WHEREAS, due to a lack of quorum the Public Hearing for October 25, 2022 was continued to November 8, 2022, the Needles City Council held a duly noticed and advertised public hearing for approving an Amendment to City Council Resolution No. 2021-52 reducing the Cannabis Cultivation Area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-30-0000 in the C-2 General Commercial Zone; and

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

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

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

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15061(b)(3) of the State CEQA Guidelines. A project is considered to be exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

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

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

FINDING: The facility is located in a General Commercial (C-2) zoning designation, which under Ordinance No. 629 AC, permits cannabis cultivation operations to occur within the facility through approval of a Conditional Use Permit and a Regulatory Permit.

- B. The Application is Complete*

FINDING: The Applicant has submitted a complete application and has provided the required Site, Floor, Elevation, Rendering and Landscape Plans for the demolition and removal of an existing 2,810 square foot building for the proposed construction of a two-story 2,399 retail cannabis business in the third building.

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

FINDING: The proposed project, a cannabis dispensary, is consistent with uses identified in the General Plan Highway Commercial designation through the adoption of Ordinance No. 629-AC, which allows for cultivation facilities to operate within the General Commercial (C-2) designated zone, thereby providing consistency with the General Plan. The project site is in a developed area of the city. The conditions of approval require that only dispensary uses are allowed within the proposed 2,399 square foot building. The proposed retail cannabis business is Phase I of the expansion of cannabis cultivation on the site within the approved 21,731 cultivation building which has already received a CUP 09-01-2021-2 PC.

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

FINDING: The project site is located in a developed portion of the city. The project site is located on a developed 2.17-acre parcel that will involve demolition and removal of an existing 2,810 square foot building for the proposed construction of a two-story, 21,731 square foot cultivation building (Building 3) and 2,399 attached

dispensary building. The proposed 2,399 square foot retail cannabis business would be situated east of Building 3. The project is located in a partially developed area with open desert to west (beyond Buildings 1 and 2) a fast-food restaurant to the south, and Interstate 40 to the north and east. Traffic from this Retail Cannabis Business is expected to generate 10-20 vehicle trips per day. On-site parking will include 26 onsite parking spaces through completion of the Parcel Merger with APN 0660-081-31. The proposed exterior design and color tone of Building 3 will match and compliment with the existing exterior design and color tone of Building 1 and Building 2.

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

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

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

FINDING: The project site is zoned General Commercial (C-2). The area to the north across Interstate 40 freeway is zoned Highway Commercial (C-3), to the south zoned General Commercial (C-2), to the east, across Interstate 40 freeway zoned Highway Commercial (C-3) and Commercial Residential Resort (CRR) and to the west zoned Open Space (O). The project has been conditioned to install landscaping with plant species in accordance with the City's adopted planting palette. These requirements would assist in maintaining the value of adjoining or abutting properties.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION NO. 2022-75**

SECTION 4. The City Council HEREBY APPROVES Resolution **2022-75**, Approving Conditional Use Permit No. 10-19-2022-1 PC, amending City Council Resolution No. 2021-52 reducing the Cannabis Cultivation area by 2,511 Sq. Ft. and Adding a 2,399 Sq. Ft. Retail Cannabis Business to be located at 2701 Columbus Drive also known as APN 0660-081-30-0000 in the C-2 General Commercial Zone with the following conditions:

1. Conditional Use Permit ("CUP") No. 10-05-2022 PC conditionally authorizes one dispensary within one 2,399 square foot building located at 2701 Columbus. This CUP does not authorize the use of a Cooperative/Collective, Manufacturing, Distribution, Cultivation Facility or Testing Laboratory at this site. These Conditions of Approval shall apply to the cultivation of marijuana and the establishment of the Dispensary only, whether it is classified as medical or, in the event it is legalized or otherwise provided immunity from prosecution within the State or by the Federal Government, recreational.

2. The Applicant/Owner/Operator, and his/her/its successor(s) in interest ("Applicant") shall comply with all conditions of this CUP, including the Needles Municipal Code ("Municipal Code") and Chapter 12A thereof, the City Zoning Code, including Article IV and Section 94 thereof, and all applicable laws, policies, rules and regulations of the City, County, and State; and shall comply with any requirements associated with this approval or with the issuance of any Dispensary License as required by Chapter 12A of the Municipal Code.
3. This CUP is issued in accordance with the provisions of the Municipal Code, and all development subject to the CUP shall occur strictly in accordance with the CUP plans and applications approved by the City. Failure to implement and maintain all provisions of these conditions of CUP approval shall be deemed grounds for revocation.
4. The CUP is issued contingent upon the Applicant's compliance with the provisions of Municipal Code Chapter 12A, and the issuance of all applicable permits and licenses in connection therewith, including, without limitation, a Marijuana Cultivation License, prior to the issuance of a Certificate of Occupancy pursuant to this CUP.
5. The approval for CUP No. 10-19-2022 PC is subject to the six (6) month expiration provisions of Section 94.13(a) of the City's Zoning Code, and will expire on **04-19-23**.
6. The permit issuing authority may extend for a period of up to six (6) months, the date when the permit would otherwise expire pursuant to 94.13(a) if it concludes that: (1) the permit has not yet expired; (2) the permit recipient has proceeded with due diligence and in good faith; and (3) conditions have not changed so substantially as to warrant a new application.
7. The Applicant shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the Applicant and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. As a condition of this approval, the Applicant or its authorized representative shall:
 - (a) Execute an agreement to defend (with legal counsel of the City's choice), indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated

with violation(s) of federal law associated with the permitting, licensing, approval, and/or operation of the Dispensary; and

- (b) Maintain insurance in the minimum amount of \$1 million per claim and \$2 million in the aggregate; and
 - (c) Name the City as an additional insured on all City required insurance policies; and
 - (d) Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of the Dispensary.
- 8. All development on the project site shall be in compliance with all applicable provisions of the City's Municipal Code and all applicable provisions of the adopted and applicable Building, Construction and Fire Codes, the Americans with Disabilities Act, and all City building, zoning, business, and health regulations. All new construction shall obtain appropriate building permits and comply with the requirements of the Planning, Building, and Fire Departments.
 - 9. With the exception for amendments and/or modifications that are consistent with Section 94.15 of the City's Zoning Code, anything not shown on the CUP application or the Site Plan, or which is not specifically approved herein, or which is not in compliance with the CUP, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted hereunder null and void. Construction (if any) shall cease until all requirements of this CUP are complied with, and development entitlements may be withheld until any Code violations are abated.
 - 10. No Certificate of Occupancy shall be granted until all Conditions of Approval have been completed and approved by the City and Fire Department unless otherwise identified herein, and all offsite improvements have been completed and accepted by the City.
 - 11. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit a notarized affidavit acknowledging acceptance of the conditions of this CUP. This authorization shall become void, and any privilege, permit, or other authorization granted under these entitlements shall be deemed to have lapsed if compliance with this condition has not been undertaken within the specified time limits.
 - 12. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.
 - 13. The Applicant shall pay all established service, permit, impact, environmental, and other applicable fees required by the City as a condition of this CUP.

14. The Applicant shall at all times comply with any applicable State law, including but not limited to: the Compassionate Use Act (Proposition 215), the Medical Marijuana Program Act (Senate Bill 420), the Medical Marijuana Regulation and Safety Act (collectively Assembly Bill 266, Assembly Bill 243, and Senate Bill 643, signed into law by Governor Brown on October 9, 2015, as may be amended from time to time), and any other State or California Constitutional provision, whether now or later adopted, including any location restrictions.
15. The Applicant shall apply for a separate Conditional Use Permit and obtain a Marijuana Cultivation License prior to operating the future proposed Cultivation Facility at this site, and shall at all times comply with the provisions of such license and applicable City Codes and regulations. The revocation or suspension of any required regulatory license shall operate to suspend all operations.
16. Applicant must comply with the recommendations and conditions of the City Manager or his/her designee prior to issuance of any building permits. All development pursuant to this CUP must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
17. A Management, Operations, and Security Plan including the measures set forth in Municipal Code Chapter 12A-7(F) shall be reviewed, and approved by the City Manager (or Designee) and City Building Official prior to Building Permit Issuance. Installation of security measures, including those listed below (See Condition 42a-e) must be completed, inspected, and approved by the City Manager (or Designee) and City Building Official prior to issuance of a Certificate of Occupancy.
18. Prior to the issuance of a Certificate of Occupancy, the Applicant shall secure any change to legal access for ingress and egress to the project site. The cost of which shall be borne by Applicant.
19. Applicant shall provide adequate lighting above all entrances and exits to the proposed 2,399 square foot building, as well as all parking areas and walkways that are under the control of the Applicant.
20. All required lighting shall be of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons within lighted areas during operating hours and shall be designed so as to direct light and glare onto the premises only. Said lighting and glare shall be shielded to deflect lighting away from all adjoining properties.
21. Prior to the issuance of a Conditional Use Permit, the Applicant shall obtain an electric "Will-Serve" letter, as well as a "Will-Serve" letter for Domestic Water and Sanitary Sewer Service from the Needles Public Utility Authority ("NPUA").
22. During grading activities and in the event of an accidental discovery or recognition of any human remains during project construction activities, Public Resources Code

(PRC) Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:

- There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, then the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98, or
 - Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the property in a location not subject to further subsurface disturbance:
 - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission;
 - The descendant identified fails to make a recommendation; or
 - The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC.
23. During construction, the Applicant shall, at all times, maintain the project site free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days' notice by certified mail, the Applicant does not comply with a notice of violation issued during construction, the City may either cancel building or grading permits and/or implement nuisance abatement proceedings, including placing a lien on the property for costs of abatement.
24. Applicant shall locate outside trash bin(s) or trash cans in a secured, enclosed area; not to be seen by public view and shall be locked at all times.
25. The outdoor cultivation and/or sale of marijuana and/or marijuana products are prohibited on the project site. No activity including, but not limited to, seeding, growing, or processing shall be conducted outside or inside the Dispensary. The only time in which the product of any type is allowed to be outside of the 2,399 square foot building enclosure is for loading and/or transportation/logistic and/or disposal purposes, consistent with the approved Site Plan. Indoor Cultivation is not permitted through this Conditional Use Permit Other types of activities or special events are

prohibited on the project site unless the applicant has received an approved Temporary Use Permit subject to the provisions of the City Municipal Code.

26. All structures, building walls open to public view shall remain free of graffiti or other extraneous markings, drawing, or signage that was not approved by the City, unless directly related to the business being operated on the premises or otherwise providing pertinent information about said premises. In the event graffiti or other extraneous markings occur, the Applicant shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surface.
27. Prior to occupancy, the Applicant shall prepare and file with the County Fire Department and Sheriff's Department a detailed evacuation plan in the event of an emergency that details how the building will be secured and how first responders will gain access.
28. Applicant shall comply with applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit program and provide an approved Rainfall Erosivity Waiver or written verification from the Regional Water Quality Control Board specifying the project's WDID number prior to issuance of any grading permit.
29. Prior to construction of the Dispensary and Cultivation Facility, the applicant shall fill out the City's Industrial Wastewater Discharge checklist and provide the City with a detailed description of the project's proposed treatment for wastewater discharge associated with cultivation.

This shall involve and require the applicant to construct a sampling manhole onsite to connect to the facility's wastewater line that will tie-in to the nearby existing sewer line, and shall be constructed large enough in diameter for test tubes to be fitted down for water capture and testing. Said manhole shall connect to the project site's onsite septic tank with access for City Staff, and a composite sampling device to be installed in the manhole with a remote controller. The depth of the manhole will depend on the depth of the sewer.

The applicant shall also describe:

- a) If reverse osmosis will be utilized, and if so, shall provide documentation to the City of how concentrated levels of Total Dissolved Solids (TDS) and brine solutions will be disposed and of the licensed entity that will be appointed in receiving TDS waste; or
- b) If Hydroponic Grow Methods will be utilized, the applicant shall notify the City prior to initial discharge of hydroponic water media. Testing shall be performed at the time of discharge by a licensed wastewater testing firm. If testing reveals an exceedance in the maximum allowable threshold for dissolved solids, the

facility shall halt any further discharge until appropriate filtering methods have been replaced/installed and re-tested by the wastewater testing firm until discharge levels of dissolved solids fall below the maximum allowable threshold. Failure to notify the City or detection of an unapproved discharge shall be considered "non-compliant" and is subject to sanctions up to and including discontinuance of service in accordance with Sections 9.5 and 10.7 of the City Code.

- c) The size of the new sewer lateral that will be installed and tapped to main in Columbus.
- 30. The Project shall utilize the existing 1.5" water line and the onsite fire water line for riser feed. In addition, the applicant shall provide verification that existing sewer lateral and grease traps will be removed or abandoned according to city and state rules and requirements.
- 31. No nuisance water shall escape the Project Site onto public streets or adjacent properties.
- 32. If hazardous substances are used and/or stored in connection with the project, that exceed 55 gallons, 500 pounds, or 200 cubic feet (compressed gas) at any one time in the course of a year, a Business Emergency/Contingency Plan shall be prepared prior to issuance of Certificate of Occupancy and shall be in compliance with California Health & Safety Code (CHSC), Division 20, Chapter 6.95, Sections 25500 – 25520, California Code of Regulations (CCR), Title 19, Division 2, Chapter 4, Article 4, Sections 2729 - 2732, Title 40, Code of Federal Regulations (CFR), and EPA (SARA, Title III). A technical opinion and report may be required, identifying and developing methods of protection from the hazards presented by the hazardous materials. This report shall be prepared by a qualified and properly licensed person, firm, or corporation and submitted to the Fire Department. This report shall also explain the proposed Facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.
- 33. The Dispensary shall not exceed 2,399 square feet, and the future Cultivation Facility shall not exceed 21,731 square feet, as authorized pursuant to the CUP. In the event that State law further restricts or limits these requirements, the Cultivation Facility shall comply with all size requirements for such facilities imposed by State law and consistent with any State issued permit or license.
- 34. Dispensary operations shall not adversely affect the health or safety of the nearby residents, businesses or properties by creating offensive odors, dust, glare, heat, noise, smoke, traffic, vibration, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby properties or areas open to the public, and shall not be hazardous due to use or storage of materials, processes, products or wastes. All facilities shall operate and maintain sufficient odor absorbing ventilation and exhaust systems.

35. All marijuana and marijuana products shall be stored in a secured manner within the Dispensary during business and non-business hours.
36. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Cultivation Facility. The term "premises" includes the actual building, as well as any accessory structures and parking areas. The building entrance to the Cultivation Facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the Facility is prohibited.
37. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Dispensary shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Dispensary.
38. With the exception of Emergency Medical Care provided in the event of an accident or injury, Physician services shall not be provided on the premises.
39. No physical change, alteration, or modification of the premises of the Dispensary or Cultivation Facility is allowed that materially or substantially alters the permitted use or the approved site plans. Material changes include, but are not limited to, an increase in the total square footage of the Dispensary or Cultivation Facility, or the addition, sealing of, or relocation of a wall, common entryway, doorway, or other means of ingress and/or egress to the Facility.
40. The Dispensary and Cultivation Facility shall not be operated as a Cooperative/Collective.
41. Applicant shall identify the on-site manager(s) of the Dispensary to whom notice of operational issues may be provided. The Dispensary shall make every good faith effort to encourage residents, businesses, or members of the public to call this Facility Manager as a first step to resolving operating problems, if any, before calls or complaints are lodged with the Sheriff's or Planning Department.
42. A security plan shall be clearly detailed on the Site Plan and installed at the Facility, including the following measures:
 - (a) Security cameras shall be installed and maintained in good, operable condition, and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the City Manager or his/her designee. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and corners of the building, and any other areas as determined by the City

Manager or his/her designee. Recordings shall be made available to the City Manager or his/her designee upon 24 hours' notice;

- (b) The Facility shall be alarmed with an alarm system that is operated and monitored by a properly licensed security company. Any security personnel, whether armed or unarmed, employed by the Cultivation Facility shall have and possess on their person a valid, State issued, licenses (commonly known as a "Guard Card");
 - (c) Entrance to the cultivation area and any storage areas shall be locked at all times, and under the control of staff of the Cultivation Facility;
 - (d) The entrance(s) shall be illuminated during evening hours. The Applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed.
 - (e) Entry doors to the building shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.
- 43. Applicant shall enter into an agreement with the City that fully reimburses the City for all costs incurred by the City, resulting from the existence of the Facility, and provides the City with any applicable impact or other fees, imposed now or hereafter, to offset the potential impacts of the Dispensary and Cultivation Facility within the City.
 - 44. The City Manager, or the City Manager's designee, shall have the right to enter the Dispensary from time to time upon 24 hours' notice for the purpose of making reasonable inspections to observe and enforce compliance with these conditions of approval and all laws of the City and State of California.
 - 45. Applicant shall provide the utility department with required volume and pressure demand, including calculations that will define the total fixture units and minimum size of drainage pipes, to verify that the proposed new and existing lateral will be adequate to fulfill the demand. Applicant shall also clarify plans the rerouting of the existing lateral water line.
 - 46. Applicant shall provide the electric load calculation for both the Dispensary and Cultivation Facility.
 - 47. Applicant shall pay for the transformer and power allocations.
 - 48. Applicant shall revise Sheets A-0 and A-1 of the plans to show the existing volt located near the first driveway entrance, the transformer in the rear where the prior building is located, and the 6-inch conduit that runs from the volt to the proposed transformers and pads.

49. If the Applicant utilizes an average of 125 percent or more of the permitted electricity or water amount based on the electric and water Will-Serve letters, in any one (1) year without prior written approval by the NPUA, all operations must cease immediately and the same shall be grounds for revocation of the CUP. Average electricity and water usage will be monitored on a quarterly basis by NPUA and City of Needles.
50. All outside ground mounted HVAC equipment shall be “caged” so as to minimize the potential for vandalism or theft of HVAC systems, wiring or copper.
51. Operation of the Dispensary in violation of any condition(s) of this CUP approval or requirements of Chapter 12A of the Municipal Code or other City regulation or ordinance shall constitute a violation of the CUP and shall be enforced pursuant to the provisions of thereof.
52. If any condition of approval of this CUP is held or declared to be invalid by a court of competent jurisdiction, the entire Project and CUP may be reviewed and substitute and/or additional conditions may be imposed.
53. Any violation of these conditions of approval shall constitute grounds for revocation of the CUP. The CUP may be revoked by the permit-issuing authority only in accordance with the requirements of Section 118.04 of the City’s Zoning Code. Any such decision is appealable by the Applicant in accordance with Section 118.05 of the City’s Zoning Code.
54. The project shall be built in conformance to the site plan drawing dated August 19, 2022. Any deviation from the approved plan shall require Planning Commission approval.
55. Applicant must use asphalt or concrete for driving and parking surfaces per City standards.
56. The project is required to be handicap accessible, with ADA compliant restrooms. The project is required to provide an ADA compliant path of travel between both cultivation buildings on site.
57. The proposed 2,399 square foot Dispensary and 21,731 Cultivation Facility shall be painted with earthen tones for the building’s siding.
58. Any exposed metal surfaces to the building shall be masked with architectural treatment. At all times the building shall be maintained with appropriate paint or exterior treatment.
59. Electric meter and main disconnect to be installed on exterior of building.
60. Applicant must comply with the recommendations of the San Bernardino County Fire Department prior to issuance of any building permits. All development pursuant to

this permit must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.

61. Water and wastewater capacity fees will be paid prior to Certificate of Occupancy.
62. City of Needles Development Impact Fees will need to be paid prior to Certificate of Occupancy.
63. At any time building permits are applied for at this site, whether for external or internal changes, new site and interior drawings are required to be submitted prior to receiving a building permit.
64. A Final Water Quality Management Plans shall be submitted to the Engineering Department for review and approval prior to issuance of any grading permit.
65. A final Hydrology Study shall be submitted to the Engineering Department for review and approval prior to the issuance of any grading permit. Hydrology study shall include all calculations required for any proposed retention facility.
66. A grading plan shall be prepared and submitted to the Engineering Department for review and approval prior to any disturbance of soil within the project boundaries. The grading plan shall include all details needed to provide any retention facilities identified as necessary for the project by either the Hydrology Study or Water Quality Management Plan.
67. No construction shall occur within public Right-of-Way prior to issuance of an Encroachment Permit from the Engineering Department.
68. The Applicant acknowledges that the Bureau of Reclamation (“BOR”) Policy entitled “Use of Reclamation Water or Facilities for Activities Prohibited by the Controlled Substances Act of 1970”, which may be amended and/or extended from time to time, prohibits the BOR from approving the use of Reclamation water or facilities to facilitate activities prohibited by the Controlled Substances Act, including the use of Reclamation facilities or water in the cultivation of Cannabis, and in the event the BOR becomes aware that Reclamation facilities or the water they supply are being used to facilitate cultivation of Cannabis, will report such action to the Department of Justice (“DOJ”). Applicant acknowledges and agrees that as a result of any determination by the BOR that water service constitutes Reclamation water or facilities or any action of the BOR or DOJ taken as a result of such determination, is beyond the reasonable control of the NPUA and/or the City, and the NPUA and the City and its employees shall be free from any liability to the Applicant, its successors in interest, or any other interested party as a result thereof. The Applicant is required to take any action necessary as a result of any BOR determination or action related thereto, including obtaining additional sources of water for the Project. Any actions must be done in accordance with all applicable City Code provisions and regulations.

69. The property will be fenced with an 8-foot wrought iron fence to be installed along the entire property boundary with a sliding gate for fire access.

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

PASSED, APPROVED AND ADOPTED this 8th day of November, 2022 by the roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

Approved as to form:

City Attorney

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

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

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

1. Project name and address: Needles Flower Refinery-2701 Columbus Dr. Needles, CA 92363

2. Legal Description of Parcel (attach if necessary): see attached Exhibit A

3. Briefly Describe: a. Purpose and Intent of proposed project (include acres, square feet, units, etc.).
To construct dispensary within a metal building structure of 1,536 sq ft to improve existing walkways

b. Population projection (project residents): _____

c. Number of persons employed during operation: full time 3 part time _____

d. Will the Project require new utility services? ☒ yes ☐ no
i. Water Service _____ no. If so, estimated peak water demand in gallons/minutes: _____, service requirement.

ii. Sewer Service _____ no. Any chemical wastes expelled in sewers? _____
If yes, explain: _____

iii. Electric Service: main size _____; single phase _____; three phase _____
Attachment to existing electric facilities: load calculations _____

e. Estimated daily vehicular traffic generated by the operation: _____ Comment: _____

f. List major machines – give horsepower and noise rating in decibels: _____ A/C Units _____

g. Will the project require a permit from the Air Pollution Control District, and if so, describe: No

h. What will be the hours of operation: 10:00am - 7:00pm

i. Describe materials or machinery that will be stored or parked outside: None

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

Type of License	California City Issuing License
Dispensary	<input checked="" type="checkbox"/>
Cultivation	_____
Manufacturing	_____
Testing/Lab	_____
Distribution/Transportation	_____
Other _____	_____

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

AUTHORIZATION

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

Name (print or type)	Address	Capacity Owner/Lessee
----------------------	---------	--------------------------

1. Jesse Dean Brown	12639 Johnson Rd. Phelan, CA 92371	x
---------------------	------------------------------------	---

Signature _____

2. _____

Signature _____

3. _____

Signature _____

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

Subscribed and sworn before me this 28th day of September, 2022

08/07/2025

S:

My Commission Expires:

Notary Public (or City Staff)



CERTIFICATION

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

Name (print): Cheryl Montanez

Signature: _____

Address: 14176 Amargosa Rd. Suite C Victorville, CA 92392

Telephone: 760-715-3382

Capacity: _____ owner: _____ lessee: _____ agent of Needles Flower Refinery

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

Address: _____

Address: _____

(STAFF USE ONLY)

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

EXHIBIT "A"

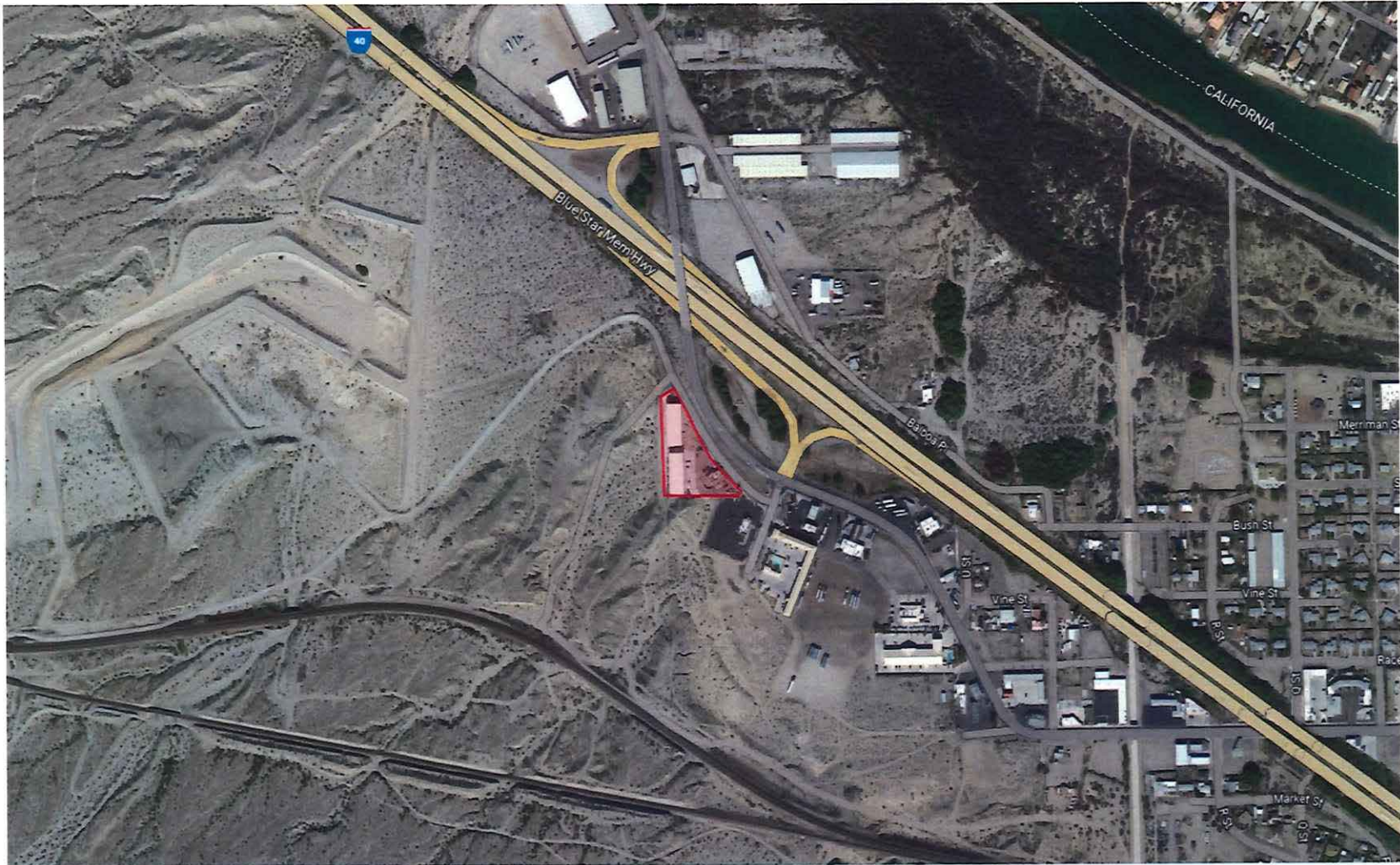
All that certain real property situated in the County of San Bernardino, State of California, described as follows:

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

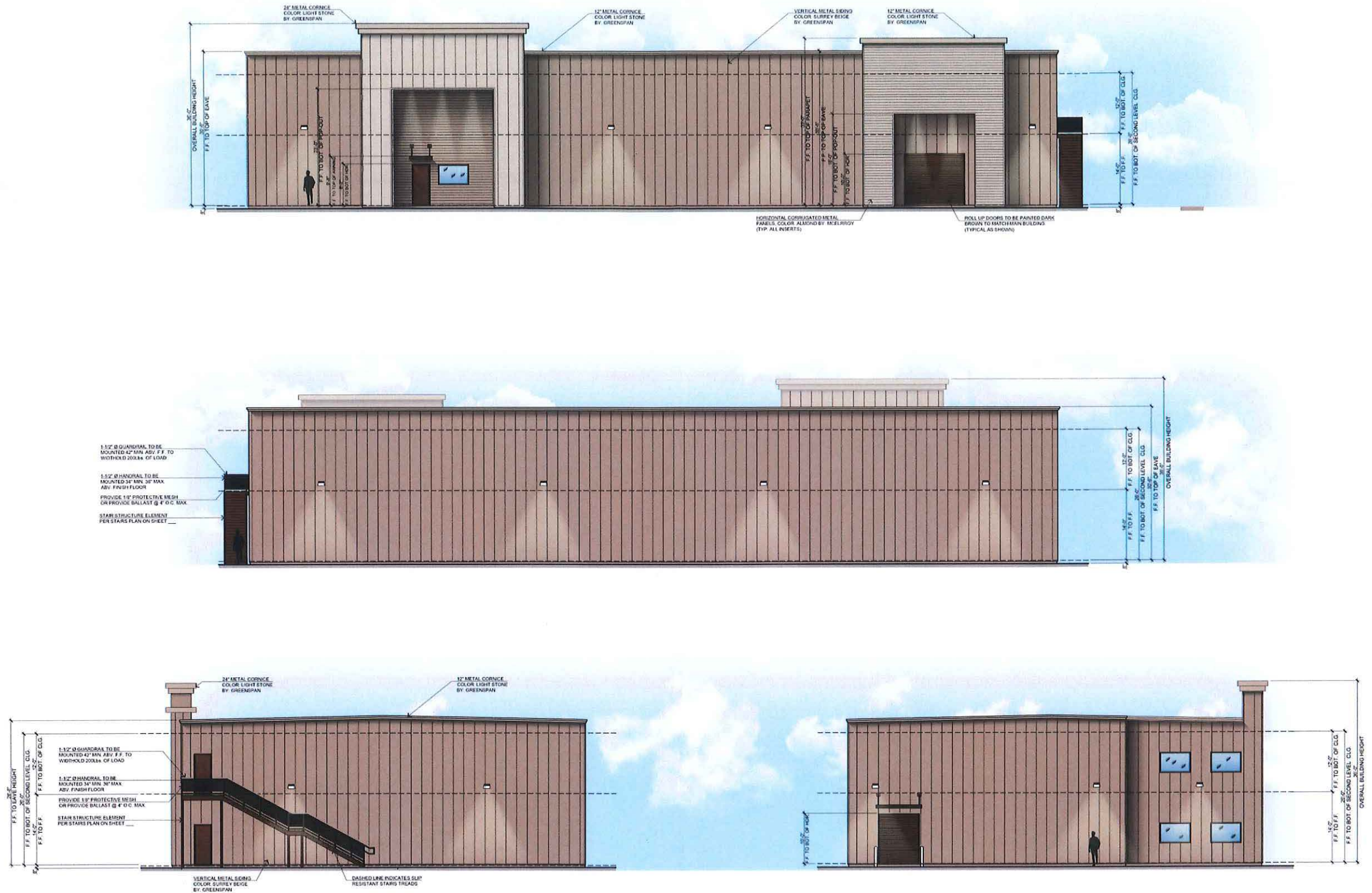
Parcel 1 of Parcel Map No. 14798, in the City of Needles, County of San Bernardino, State of California, as per Map recorded in Book 180, Pages 7 and 8 of Parcel Maps, Records of said County.

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

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



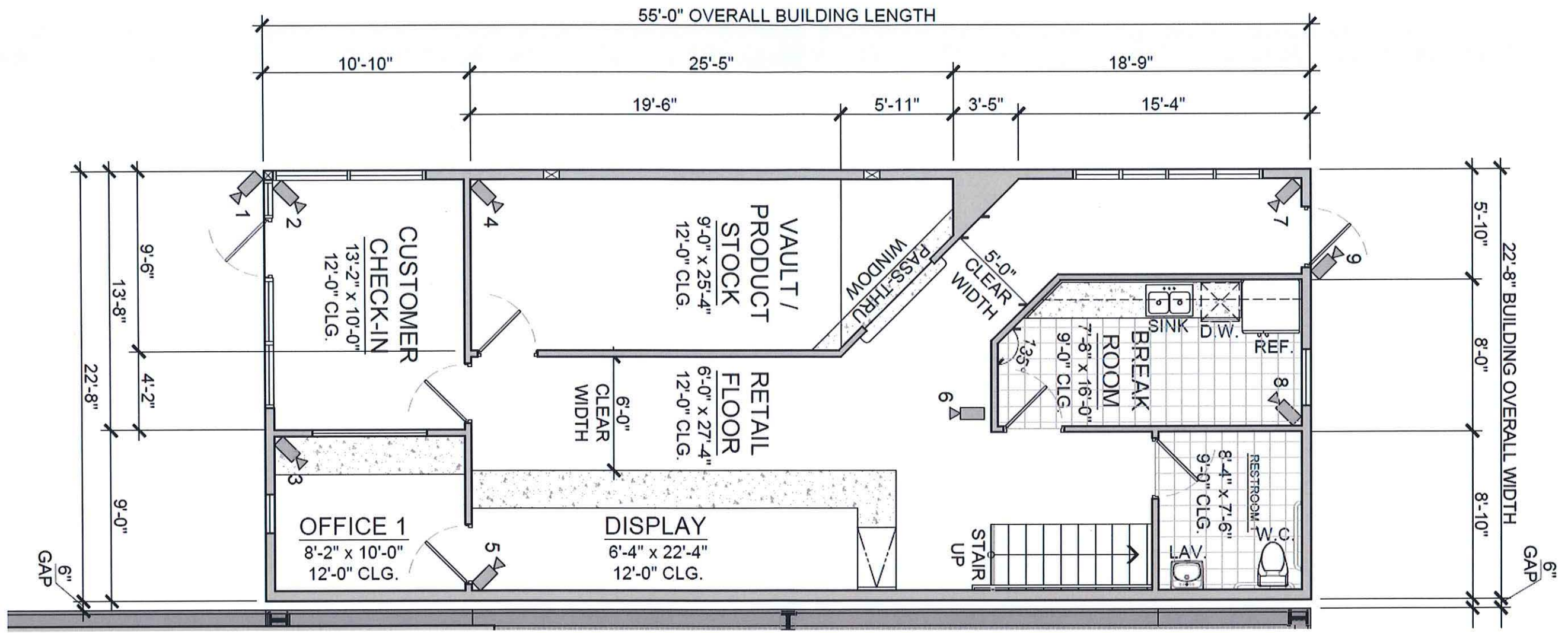
ATTACHMENT A: Project Location
APPLICANT: Jesse Dean Brown
SITE ADDRESS: 2701 Columbus



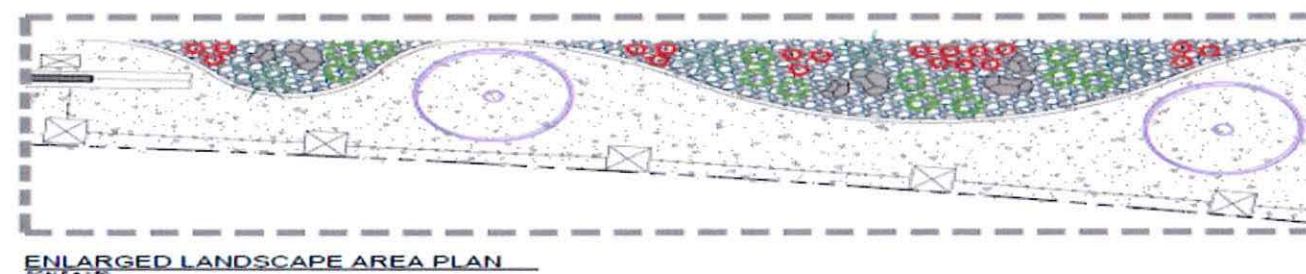
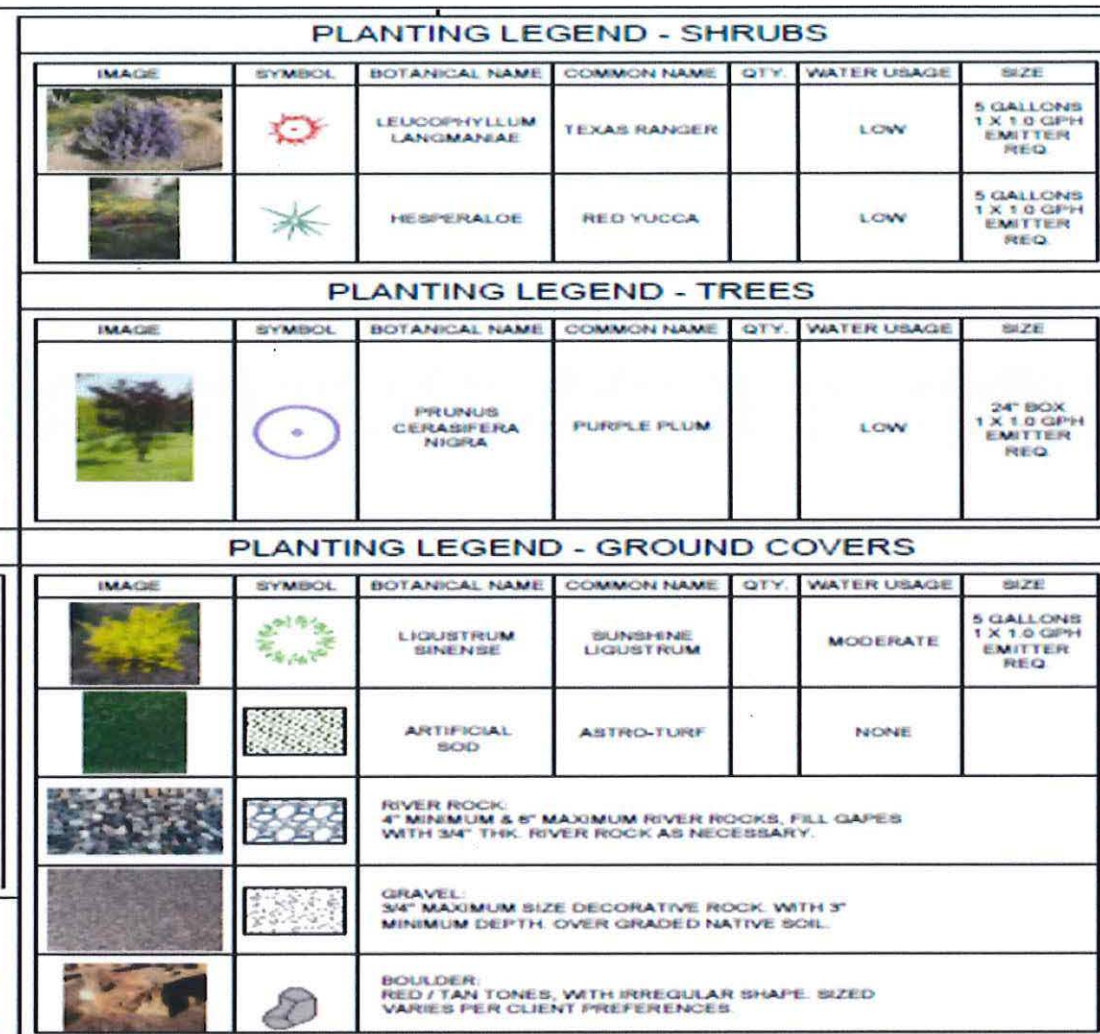
ATTACHMENT D-2: Conceptual Elevation Plan

APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus



ATTACHMENT E: Security Plan
APPLICANT: Jesse Dean Brown
SITE ADDRESS: 2701 Columbus



ATTACHMENT F: Landscape Plan
APPLICANT: Jesse Dean Brown
SITE ADDRESS: 2701 Columbus



DISPENSARY

2701 COLUMBUS DR. - NEEDLES, CA.



ATTACHMENT G: Rendering

APPLICANT: Jesse Dean Brown

SITE ADDRESS: 2701 Columbus



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: November 8, 2022

Title: Cost of Services Fee Study with Fee Changes Public Hearing

Background: The Cost of Services Fee Study has not been completed since fiscal year 2011. This is a tool to determine the costs being borne to provide services. Per Chapter 8 of the Needles City Code, fees and service charges are to be reviewed annually and adjusted to recover the actual costs. The city's fiscal policy requires recovery of cost for special benefit approval at various percentage of recovery goals.

Attached is Resolution No. 2022-76 Revised Schedule of Certain Fees and Charges for City Services, which includes the current and proposed fees and charges, the new fully burdened hourly rates generated by the Cost of Services Fee Study, and the Cost of Services Fee Study. Also attached is Ordinance No. 657-AC Amending Exhibit A to Ordinance No. 464-AC to add, delete, or change various services and the percentage of cost recovery.

Fiscal Impact: Set fees and service charges to more closely align with the required percentage recovery of costs.

Recommendation: Accept the Cost of Services Fee Study and approve the new fee schedule and the new fully burdened hourly rates. Adopt Ordinance No. 657-AC and adopt Resolution No. 2022-76.

Submitted By: Barbara DiLeo and Sylvia Miledi, Finance

City Management Review: 

Date: 10/31/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4

RESOLUTION 2022-76
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES,
CALIFORNIA, ESTABLISHING A REVISED SCHEDULE OF CERTAIN FEES AND
CHARGES FOR CITY SERVICES.

WHEREAS, Resolution No. 11-26-02 requires an annual update of fees and charges; and

WHEREAS, Resolution 2015-46 revised the schedule of fees and charges for the 2015-2016 fiscal year; and

WHEREAS, the fees and charges included in "Exhibit A" have been adjusted based on the Cost of Services Fee Study attached; and

WHEREAS, the new fully burdened hourly rates generated by the Cost of Services Fee Study are included in "Exhibit B" attached; and

WHEREAS, notice of public hearing on the new fees has been provided per Government Section 6062a; and

WHEREAS, the required public hearing was held on the 8th of November 2022 at which time all interested persons were given the opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, does hereby resolve, determine, and orders as follows:

SECTION 1. Administrative Necessity. For the sake of administrative necessity, the City Manager may adjust fees in the schedule if the general public is substantially benefited.

SECTION 2. Listing of Fees. The following fees shall be charged and collected for the following enumerated services. See "Exhibit A", attached hereto and incorporated herein and by this reference made a part hereof.

SECTION 3. Fully Burdened Hourly Rates. The new fully burdened hourly rates generated by the Cost of Services Fee Study are listed in "Exhibit B", attached hereto and incorporated herein and by this reference made a part hereof.

SECTION 4. Effective Date. This resolution shall go into full force and effect after adoption, but shall be subject to the terms and conditions of Ordinance No. 464-AC.

PASSED, APPROVED AND ADOPTED this 8th day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO 657-AC
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES AMENDING
EXHIBIT A TO ORDINANCE NO. 464-AC TO ADD, DELETE, OR CHANGE
VARIOUS SERVICES AND THE PERCENTAGE OF COST RECOVERY FOR THESE
SERVICES. AMENDING CHAPTER 8 OF THE NEEDLES MUNICIPAL CODE.

WHEREAS, the City Council of the City of Needles adopted Ordinance No. 464-AC on November 26, 2002 and;

WHEREAS, several services have been added since the adoption of the ordinance and these additional services need to be included in Exhibit A of the ordinance, and;

WHEREAS, several services have been deleted since the adoption of the ordinance and need removed from Exhibit A of the ordinance, and;

WHEREAS, several services have changed in description and need to be included in Exhibit A of the ordinance.

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

SECTION 1. The following services are hereby added, deleted, or changed to Exhibit A of Ordinance No. 464-AC:

EXHIBIT A CHANGES			
Action	Ref#	Service Title Description	Percent of Recovery
Add	S002A	Conditional Use Permit Amendment	100%
Delete	S010	Environmental Assessment	Delete
Delete	S016A	Existing Annual Sign Review	Delete
Delete	S017	Temporary Occupancy Review	Delete
Add	S021-EXT	Building Plan Check Extension	100%
Add	S021A-EXT	Building Permit Extension	100%
Change	S021C	Septic Tank Permit/Inspection	100%
Change	S022	Extra Plan Check-Beyond 3	100%
Change	S023	Grease Interceptor Plan Check/Inspection	100%
Change	S025	Right of Way Plan Check	100%
Delete	S026	Improvement Inspection	Delete
Delete	S033	Flood Plain Review	Delete
Delete	S036	Blueprint Reproduction	Delete
Delete	S039	Noise Disturbance Response	Delete
Delete	S040	Police False Alarm Response	Delete
Delete	S041	DUI Accident Response Investigation	Delete
Delete	S042	Impounded/Stored Vehicle Release	Delete

Delete	S043	Vehicle Equip. Correction Inspection	Delete
Delete	S044	Police Report Copy	Delete
Delete	S045	Adult Sports Co-Ed Softball	Delete
Delete	S045A	Adult Sports Mens Softball	Delete
Delete	S051	Trips and Tours	Delete
Add	S051	El Garces Rental	100%
Delete	S052A	Ballfield w/Lights	Delete
Change	S053	Park Facility Rental	100%
Add	S053A	Jack Smith Park Day Use Fees	100%
Change	S085	Electronic Meeting Copies	100%
Add	S090	Regulatory Permit Setup	100%
Add	S091	Regulatory Permit Renewal	100%
Add	S094	Short Term Rental Permit Fee	100%

SECTION 2. Exhibit A to Ordinance No. 464-AC is hereby amended to the extent stated above but no further.

INTRODUCED AND READ for the first time and ordered posted at an adjourned regular meeting of the City Council for the City of Needles, California, held on the 8th day of November, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California held on the 22nd day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(Seal)

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
S000	Letter of Necessity	\$173.30	\$97.00
S001	Site Plan Development Review	1/1/2016 forward - \$1,033.09 Per Application	\$1,248 Per Application plus any outside contractor's charges plus any additional staff time at fully burdened hourly rate.
S001A	Site Plan Development Review Existing Bldg.	1/1/2016 forward - \$1,033.09 Per Application	\$836 Per Application plus any additional staff time at fully burdened hourly rate.
S001B	Zoning Permit	\$52 Per Application	\$146 Per Application
S002	Conditional Use Permit	\$736 Per Application	Non-Cannabis projects - \$2,694 Per Application plus any additional staff time at fully burdened hourly rate. Cannabis Projects-\$25,000 deposit for infill development, \$35,000 deposit for undeveloped land, to cover staff time at fully burdened hourly rate, outside agency costs, other expenses.
S002A	Conditional Use Permit Amendment		\$146 Per Application
S003	Variance Processing	\$736 Per Application	\$1,506 Per Application
S004	Zone Change	\$791 Per Application	\$2,466 Per Application plus any outside agency costs
S005	Development Agreement	\$2,292 Deposit; Actual amount for employee's time at fully burdened hrly rate	\$2,800 Deposit; Actual amount for employee's time at fully burdened hrly rate plus any outside agency costs.
S006	General Plan Amendment	\$2,062 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges	\$3,500 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges
S007	Planned Unit Development	\$4,584 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges	\$14,700 Deposit; Actual amount for employee's time at fully burdened hrly rate plus any outside contractor's charges
S008	Tentative Parcel Map Review	\$1,146 Per Application plus \$2500 deposit for city engineer and any outside contractor's charges	\$2,134 Per Application plus \$6,000 deposit for any outside contractor's charges plus any additional staff time at fully burdened hourly rate.
S008A	Tentative Parcel Map Extension	\$695 Per Application	\$377 Per Application
S009	Tentative Tract Map Review	\$1,719 Per Application plus \$2500 deposit for city engineer plus \$40 per lot for each lot over 10 & any outside contractor's charges	\$3,924 Per Application plus \$100 per lot for each lot over 10 plus \$5,000 deposit for any outside agency charges plus any additional staff time at fully burdened hourly rate.
S009A	Tentative Tract Map Extension	\$695 Per Application	\$377 Per Application
S010	Environmental Assessment	\$240 Per Application plus any outside agency costs	**DELETE**
S011	Environmental Initial Study	\$849 Per Application plus any outside agency costs	\$377 Per Application plus \$6,500 deposit for add'l employee's time at fully burdened hrly rate plus any any outside agency costs
S012	Environmental Negative Declaration	\$771 Per Application plus any outside agency costs	\$1,142 Per Application plus \$6,500 deposit for add'l employee's time at fully burdened hrly rate plus any any outside agency costs

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
S013	EIR/EIS Review	\$1,948 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges	\$6,000 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside agency charges
S014	Annexation Review	\$6,876 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges	\$2,500 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges
S015	Hotel Conversion Review	\$2,292 Per Appl. + employee's time at fully burdened hrly rates	\$5,415 Per Application plus \$4,000 deposit for any outside agency costs plus any additional staff time at fully burdened hourly rate.
S016	New Sign Review	\$182 Per Appl. + any outside contractor's chgs or any add'l chgs	\$337 Per Application plus any outside contractor's chgs or any add'l chgs
S016A	Existing Annual Sign Review	\$42 Per Year	**DELETE**
S017	Temporary Occupancy Review Temp Occupancy Review (Single Family)	\$465 Per Application \$117 Per Application	**DELETE**
S018	Special Use Permit	\$538 Per Application	\$1,161 Per Application plus \$2,000 Deposit for any outside agency costs plus any additional staff time at fully burdened hourly rate.
S019	Appeal to Planning Commission	\$775 Per Appeal	\$377 Per Appeal
S020	Appeal to City Council	\$57 Per Appeal	\$312 Per Appeal
S020A	Appeal Directly to City Council	\$775 Per Appeal	\$377 Per Appeal
S021	Building Plan Check	65% of Bldg. Permit Fee	65% of Bldg. Permit Fee
S021-EXT	Building Plan Check Extension		\$157 Per Applicant
S021A	Building Permits/Inspection	Based on Value \$1 - \$500 \$39. \$501 - \$2,000 \$39 1st \$500 + \$5.15 ea \$100 or a fraction thereof \$2,001 - \$25,000 \$115. 1st \$2,000 + \$23. ea \$1,000 or a fraction thereof \$25,001 - \$50,000 \$643. 1st \$25,000 + \$16.65 ea \$1,000 or a fraction thereof \$50,001 - \$100,000 \$1,060. 1st \$50,000 + \$11.50. ea \$1,000 or a fraction thereof \$100,001 - \$500,000 \$1,633. 1st \$100,000 + \$9. ea \$1,000 or a fraction thereof \$500,001 - \$1,000,000 \$5,329 1st \$500,000 + \$7.85 ea \$1,000 or a fraction thereof \$1,000,001 & up \$7,916. 1st \$1,000,000 + \$5.10 ea \$1,000 or a fraction thereof	Based on Value \$0.162 x Value Valuation to be determined by current California Building Code building valuation data table
S021A-EXT	Building Permit Extension		\$157 per applicant
S021B	Other Inspections/Fees	\$126 per Hr Inspect outside of normal bus. Hrs. (2 Hrs Min) \$126 Per Hr	\$240 per Hr Inspect outside of normal bus. Hrs. (2 Hrs Min)

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
		Inspections for which no fee is specifically indicated (Min 1/2 hr) \$126 Per Hr	Inspections for which no fee is specifically indicated (Min 1/2 hr)
		Additional plan review req. by changes, additions or rev. (Min 1/2 hr) \$126 Per Hr	Additional plan review req. by changes, additions or rev. (Min 1/2 hr)
		Use of outside consultants for plan check & inspections, or both - Actual Costs	Use of outside consultants for inspections - Actual Costs
S021C	Septic Tank Permit/Inspection	\$192.50 Per Permit, requires PERC test plus cost for city engineer review	\$2,000 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside agency/contractor's charges.
S021D	Electric Permit	\$126 Per Permit	\$194 Per Permit
S021E	Plumbing Permit	\$67.50 Per Permit	\$194 Per Permit
S022	Extra Plan Check-Beyond 3	Fully Allocated Hrly Rate for any personnel involved	Residential - \$1,000 Deposit; Commercial-\$2,000 Deposit - Actual amount for employee's time at fully burdened hourly rate plus any outside agency costs.
S023	Grease Interceptor Plan Check/Inspection	\$115.75 Per Inspection	\$314 Per Inspection
S024	Grading & Drainage Permit/Inspection	Based on Quantity and actual cost for city engineer review if applicable 0-100 cy - \$445 + \$106 Grading Permit/Inspection 101-1,000 cy - \$445 + \$106 for 1st 100 cy + \$5.90/add'l 100 cy 1,001-10,000 cy - \$445 + \$160 for 1st 1,000 cy + \$6.50/add'l 1,000 cy 10,001-100,000 cy - \$445 + \$214 for 1st 10,000 cy + \$80/add'l 10,000 cy 100,001-200,000 cy - \$445 + \$288 for 1st 100,000 cy + \$80/add'l 10,000 cy 200,001+ cy - \$445 + \$362 for 1st 200,000 cy + \$80/add'l 10,000 cy	\$2,000 Deposit; Actual amount for employee's time at fully burdened hrly rate plus any outside agency costs.
S025	Right of Way Plan Check	3% of construction costs/\$60 minimum	3% of construction costs/\$277 minimum
S026	Right of Way Improvement Inspection	3% of improvement costs/\$60 minimum	***DELETE**
S027	Retaining Wall Plan Check/Insp.	\$155 Per Application and actual cost for city engineer review	\$2,000 Deposit; Actual amount for employee's time at fully burdened hrly rate plus any outside agency costs.
S028	Final Parcel Map Review	\$739 Per map plus \$2500 deposit for city engineer + any outside contractor's chgs or any additional charges	\$484 Per map plus \$2,000 deposit for any outside contractor's chgs or any additional charges plus any additional staff time at fully burdened hourly rate.
S029	Final Tract Map Review	\$979 Per Map plus \$2500 deposit for city engineer plus \$140 per lot over 10 lots plus any outside contractor's charges or any additional charges	\$844 Per Map plus \$60 per lot over 10 lots plus \$5,000 deposit for any outside contractor's charges or any additional charges plus any additional staff time at fully burdened hourly rate.
S030	Final Map Amendment Review	\$731 Per Map plus \$2500 deposit for city engineer + any outside contractor's charges or any additional charges	\$474 Per Map plus \$2,000 deposit for any outside contractor's charges or any additional charges plus any additional staff time at fully burdened hourly rate.

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
S031	Lot Line Adjustment	\$314 Per Application plus \$2000 deposit for city engineer + any outside contractor's charges or any additional charges	\$617 Per Application plus \$2,000 deposit for any outside contractor's charges or any additional charges
S032	Street/R-O-W Abandonment Process	\$1,500 Deposit; Actual amount for employee's time at fully burdened hrly rates & any outside contractor's charges.	\$2,500 Deposit; Actual amount for employee's time at fully burdened hrly rates & any outside contractor's charges.
S033	Flood Plain Review:		
	Basic Flood Plain Review	\$188 Per Application	**DELETE**
	Extended Flood Plain Review	\$188 Per Application plus employee's time at fully burdened hrly rates & any outside contractor's charges	
S034	Standard Encroachment Permit	\$112 Per Permit	\$277 Per Permit
S035	Major Encroachment Permit	\$797 Per Permit	\$517 Per Permit
S036	Blueprint Reproduction:		
	24 x 18	24 x 18 \$5.00 Per Page	**DELETE**
	36 x 24	36 x 24 \$5.85 Per Page	
S036A	Map Reproduction/CAD Plotting	CAD	Plotter:
		Size Color	Size Color
		8 1/2 x 11 \$3.78	24 x 36 \$21.40
		11 x 17 \$8.90	
		24 x 18 \$17.80	Large Format Copier:
		24 x 36 \$28.80	Size Bond Paper B/W
		36 x 48 \$38.50	24 x 36 \$8.40
		Large Format Copier	
		Size Bond Paper	
		24 x 18 \$4.15	
		24 x 36 \$5.50	
		36 x 48 \$9.60	
S037	Code Enforcement	Actual amount for employee's time at fully burdened hrly rates & any outside contractor's fee or any additional charges	Actual amount for employee's time at fully burdened hrly rates & any outside contractor's fee or any additional charges
S038	Animal Control	Dog License: Altered \$17.00 Unaltered - \$26.00 Boarding Fees - \$12.50 per day Adoption Fees: Dogs - \$31 + \$32 spay/neuter deposit + \$17 license fee Cats - \$31 + \$32 spay/neuter deposit Impound Fees: 1st offense - \$17/ licensed \$32/unlicensed 2nd offense - \$51.50 3rd offense - \$86 Brought in - \$9 for first + \$1.75 for add'l Picked up - \$17 for first + \$1.75 for add'l Euthanasia Fee \$35.50 50 lb and under Euthanasia Fee \$68.75 Over 50 lbs.	Dog License: Altered \$18.00 Unaltered - \$27.00 Boarding Fees - \$13.50 per day Adoption Fees: Dogs - \$32 + \$33 spay/neuter deposit + \$18 license fee Cats - \$32 + \$33 spay/neuter deposit Impound Fees: 1st offense - \$18/ licensed \$33/unlicensed 2nd offense - \$52.50 3rd offense - \$87 Brought in - \$10 for first + \$2.75 for add'l Picked up - \$18 for first + \$2.75 for add'l Euthanasia Fee \$36.50 50 lb and under Euthanasia Fee \$69.75 Over 50 lbs.

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
		Dead Animal Fee including disposal fee \$25	Dead Animal Fee including disposal fee \$26
		Dead Animal Fee \$15	Dead Animal Fee \$16
			Vaccine - \$16.00 each
			Spay/Neuter - Actual costs plus employees time at fully burdened hrly rate
S039	Noise Disturbance Response:		
	1st Response	\$0	**DELETE**
	2nd Response	\$79 Per Response	
S040	Police False Alarm Response	\$100 per response after three false responses in the calendar year. Charge only those due to owner negligence.	**DELETE**
S041	DUI Accident Response Investigation	\$45 per hr for City Clerk Billing & Tracking \$240 per hr for Fire dept. \$75 per hr one officer response (Incl.Clerk & Sgt) plus cost of booking fee \$52 per hr each additional officer \$1,000 per hr major injury or major accident investigation team + booking fees	**DELETE**
S042	Impounded/Stored Vehicle Release	\$62 Per Vehicle	**DELETE**
S043	Vehicle Equip. Correction Inspection	\$13 Per Inspection	**DELETE**
S044	Police Report Copy	.30 per page (Set by Law)	**DELETE**
S045	Adult Sports Co-Ed Softball		**DELETE**
S045A	Adult Sports Mens Softball		**DELETE**
S046	Youth Sports		
	Basketball	\$45 per player Resident \$50 per player Non Resident	\$45 per player Resident / \$50 per player Non Resident (Plus \$150 per team)
	Volleyball	\$45 per player Resident \$50 per player Non Resident	\$45 per player Resident / \$50 per player Non Resident (Plus \$150 per team)
	Flag Football	\$45 per player Resident \$50 per player Non Resident	\$45 per player Resident / \$50 per player Non Resident (Plus \$150 per team)
	PeeWee Basketball	\$35 per player Resident \$40 per player Non Resident	\$35 per player Resident / \$40 per player Non Resident (Plus \$150 per team)
	PeeWee Soccer		\$35 per player Resident / \$40 per player Non Resident (Plus \$150 per team)
	Basketball Tournament		\$175 per team
	Little Girl's Tea Party		\$25 per participant
	PeeWee Derby		\$20 per participant
	Santa's Workshop		\$25 per participant
S047	Aquatics:		
	Daily Admission	\$2.50 Per Person	\$3.00 Per Person
	Nightly Admission - Adult	\$1.75 Per Person	\$2.25 Per Person

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
	Nightly Admission - Child	\$1.25 Per Person	\$1.75 Per Person
	Group Swim Lessons	\$28 Per Session	\$30 Per Person for 8 1/2 Hr Sessions
	Private Swim Lessons		\$11 Per 1/2 Hr Session
	Pool Party Package	\$70 - \$90 Per Party	\$90 Per Party
	Private Rental of Aquatics Center	\$75 Per Hr	\$80 Per Hr
	Passes: Open Swim		10 for \$20.00, 30 for \$50.00, Season \$80.00, Family of 4-\$125 plus \$15 each add'l
	Passes: Exercise & Lap Swim		10 for \$15.00, 30 for \$40.00, Season \$60.00, Daily \$2.00
S048	Summer Day Camp	\$3.00 per day per participant	\$4.00 per day per participant
S049	After School Program	None	None
	Cannot charge admission as long as the School District provides snack.		
S050	Recreation Facility Usage/Rental	Rooms: \$15 Per Hr (Smaller Groups) Gym: \$25 Per Hr + Cost of Insurance Entire Rec Facility: \$45 Per Hr + Cost of Insurance	Rooms: \$20 Per Hr (Smaller Groups) Gym: \$30 Per Hr + Cost of Insurance Entire Rec Facility: \$50 Per Hr + Cost of Insurance
S050A	Concession Contracts	Aquatics: 12% of gross sales + Cost of Insurance Recreation: 12% of gross sales + Cost of Insurance	Aquatics: 12% of gross sales + Cost of Insurance Recreation: 12% of gross sales + Cost of Insurance
	Contract Instructor Classes		
	1-24 students	12% of gross income	12% of gross income
	25-50 students	15% of gross income	15% of gross income
	51-75 students	18% of gross income	18% of gross income
	76 + students	20% of gross income	20% of gross income
S051	El Garces Rental	\$75.00 small room \$300 big room \$150 big room for non profit	\$75.00 small room \$350 big room \$175 big room for non profit
S052	Ballfield Rental	\$7 Per Hr Per Field	\$10 Per Hr Per Field
S052A	Ballfield w/Lights	\$3 Per Hr Additional	**DELETE**
S053	Park Facility Rental	\$16 Per Hour Per Park	\$20 Per Hour Per Park
S053A	Jack Smith Park Day Use Fees	\$18 Per Day \$175 Per Season	\$20 Per Day \$180 Per Season
S054	Water Meter Installation 3/4 - 1" meter Install Meter only	\$82 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (SO54A) as required	\$94 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (SO54A) as required
	Water Meter Installation 2" meter Install Meter only	\$246 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (SO54A) as required	\$281 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (SO54A) as required
	Water Meter Installation 3-6" meter Install Meter only	\$982 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (SO54A) as required	\$1,126 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (SO54A) as required

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
S054A	Water System Capacity Fee:		
	Residential	\$1,270	\$1,270
	Commercial	\$1,700	\$1,700
	Industrial	\$2,550	\$2,550
S055	Water Meter & Serv Installation 1-2" Up to 25'	\$1,480 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (S054A)	\$2,203 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (S054A)
	Provides service to property & install meter		
	Water Meter & Serv Installation 1-2" Over 25'	\$1,480 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (A054A) + \$62 per ft over 25'	\$2,203 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (A054A) + \$87 per ft over 25'
	Provides service to property & install meter		
	Water Meter & Serv Installation 3-6" Up to 25'	\$1,965 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (S054A)	\$2,938 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (S054A)
	Provides service to property & install meter		
	Water Meter & Serv Installation 3-6" Over 25'	\$1,965 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (S054A) plus \$94 per ft over 25'	\$2,938 (Employee's time at fully burdened hrly rate) + meter & materials + Capacity Fees (S054A) plus \$116 per ft over 25'
	Provides service to property & install meter		
	Water Meter& Serv Installation 8-12" Up to 25'	\$2,947 (Employee's time at fully burdened hrly rate, meter & materials) + Capacity Fees (S054A)	\$4,407 (Employee's time at fully burdened hrly rate, meter & materials) + Capacity Fees (S054A)
	Provides service to property & install meter		
	Water Meter& Serv Installation 8-12" Over 25'	\$2,947 (Employee's time at fully burdened hrly rate, meter & materials) + Capacity Fees(S054A) + \$168 per ft over 25'	\$4,407 (Employee's time at fully burdened hrly rate, meter & materials) + Capacity Fees(S054A) + \$175 per ft over 25'
	Provides service to property & install meter		
S056	Pulling & testing water meter 3/4 - 2"	\$95, refunded if meter runs fast	\$65, refunded if meter runs fast
	Pulling & testing water meter 3+"	\$251 + any outside contractor's charges or add'l charges. Refunded if meter runs fast.	\$129 + any outside contractor's charges or add'l charges. Refunded if meter runs fast.
S057	Temporary Hydrant Meter Rental	\$500 Deposit; Actual amt \$55 + water consumption chargs.	\$500 Deposit; Actual amt \$85 + water consumption charges
S059	Sewer Lateral Installation Residential	City Crew does not perform installation	City Crew does not perform installation
	Sewer Lateral Installation Other	City Crew does not perform installation	City Crew does not perform installation
	Contractors take care of installation of sewer laterals		
S059A	Wastewater System Capacity Fee	\$1,570 + lateral and materials costs	\$1,570 + lateral and materials costs
S060	Sewage Blockage Check for Private Lines	\$470 per request	\$238 per request
S061	Sewer Dye Test	\$581 per request	\$159 per request
S062	Emergency Spill Response	Actual amt for employee's time at fully burdened hrly rates.	Actual amt for employee's time at fully burdened hrly rates.
S064	Electric Service Installation	Actual amount for employee's time at fully burdened hrly rates, + material & equip. charges	Actual amount for employee's time at fully burdened hrly rates, + material & equip. charges
S064A	Electric System Capacity Fee:	\$100,000/megawatt (for all customers based on load calculations)	\$100,000/megawatt (for all customers based on load calculations)
S065	Temp Electric Svcs Existing Bldg	\$557	\$448
	Temp Electric Svcs New	Actual amount for employee's time at fully burdened hrly rates, + material charges	Actual amount for employee's time at fully burdened hrly rates, + material charges

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
S066	Banner Installation for Commercial	\$638 per banner	\$448 per banner
	Banner Installation for Community Svc	\$0	\$0
S070	Burial:		
	Adult weekday	\$845 + Fully Alloc Hrly Rate if Over 4 hrs.	\$845 + Fully Alloc Hrly Rate if Over 4 hrs.
	Adult Saturday/After Hours	\$1,205 + Fully Alloc Hrly Rate if Over 4 hrs.	\$1,205 + Fully Alloc Hrly Rate if Over 4 hrs.
	Infant weekday	\$565 + Fully Alloc Hrly Rate if Over 3 hrs.	\$565 + Fully Alloc Hrly Rate if Over 3 hrs.
	Infant Saturday/After Hours	\$925 + Fully Alloc Hrly Rate if Over 3 hrs.	\$925 + Fully Alloc Hrly Rate if Over 3 hrs.
	Burial Ash:		
	Adult weekday	\$315 + Fully Alloc Hrly Rate if Over 2 hrs.	\$315 + Fully Alloc Hrly Rate if Over 2 hrs.
	Adult Saturday/After Hours	\$505 + Fully Alloc Hrly Rate if Over 2 hrs.	\$505 + Fully Alloc Hrly Rate if Over 2 hrs.
	Infant weekday	\$315 + Fully Alloc Hrly Rate if Over 2 hrs.	\$315 + Fully Alloc Hrly Rate if Over 2 hrs.
	Infant Saturday/After Hours	\$505 + Fully Alloc Hrly Rate if Over 2 hrs.	\$505 + Fully Alloc Hrly Rate if Over 2 hrs.
	Canopy	\$100	\$100
S071	Disinterment - Adult	\$1,175	\$1,175
	Disinterment - Infant	\$965	\$965
S072	Install marker:		
	Without border, single marker	\$210	\$210
	Without border, double marker	\$230	\$230
	Without border, single upright marker	\$710	\$710
	Without border, double upright marker	\$730	\$730
S072A	Marker Cleaning	\$50	\$50
S072B	Install Vase :		
	Without border	\$140	\$140
S072C	Install Plaque:		
	Without border	\$145	\$145
S073	Transfer of burial rights	\$120 Per Request	\$120 Per Request
S074	Lot purchase, maint, burial:		
	Adult (\$200 to endow fund)	\$2,610 (Includes \$200 to Endowment Care Fund)	\$2,610 (Includes \$200 to Endowment Care Fund)
	Infant (\$200 to endow fund)	\$1,650 (Includes \$200 to Endowment Care Fund)	\$1,650 (Includes \$200 to Endowment Care Fund)
	Lot purchase, ashes:		
	Adult (\$200 to endow fund)	\$1,668 (Includes \$200 to Endowment Care Fund)	\$1,668 (Includes \$200 to Endowment Care Fund)
	Infant (\$200 to endow fund)	\$1,668 (Includes \$200 to Endowment Care Fund)	\$1,668 (Includes \$200 to Endowment Care Fund)
S075	Street Sweeping	None	None
	Costs to be recovered as part of Prop 218 Assessment Dist. Or as part of the Refuse bill.		
S076	Damage to City Property Repair	Actual amount for employee's time at fully burdened hrly rates + cost of materials	Actual amount for employee's time at fully burdened hrly rates + cost of materials
S077	Review & process new business license apps	\$34 processing fee	\$43 processing fee + CA fee + license fee per Chapter 12 of City code

Exhibit A Resolution No. 2022-76

Ref #	Service Title Description	Current Rates	Proposed Rates
S078	Renewal of business licenses	\$23 processing fee	\$29 processing fee + CA fee + license fee per Chapter 12 of City code
S079	New Utility Establishment fee	\$35 for all 3 utilities: Elec \$15, Water \$10, Wastewater \$10	\$85 for all 3 utilities: Elec \$35, Water \$25, Wastewater \$25
S080	Delinquent Utility turn off/on:		
	Collection fee	\$12.50 each utility	\$15.00 each utility
	re-establishment fee	\$16.50 each utility	\$25.00 each utility
S081	Temporary Utility turnoff/on	\$45 (Start with \$20, increase in \$10 increments)	Electric \$15 1st request, increase \$10 per request Sewer \$10 1st request, increase \$10 per request Water \$10 1st request, increase \$10 per request
S082	Returned check fee 1st time	\$25 Limited by State Law	\$25 Limited by State Law
	Returned check fee thereafter	\$30 Limited by State Law	\$35 Limited by State Law
S083	Make copies of City docs, maps, pubs	\$0.35 first page \$0.12 for multiple pages	\$0.13 first page \$0.07 each additional page
S084	Certify authenticity of City doc	\$4.00 Per Document	\$18.00 Per Document
S085	Electronic Meeting Copies	\$12.50 Customer Required to Provide Tape or CD	\$28.00 Customer required to provide medium for copy, ex USB
S086	Process & Filing of Candidate Nomination Papers	\$25 Fee Set by State Law	\$25 Fee Set by State Law
S087	After Hr Utility Call Out	\$110 per call out, excluding a one time temp turn off per cust/location as defined in the terms and conditions	\$260 minimum per call out, excluding a one time temp turn off per cust/location as defined in the terms and conditions Billed at employee's time at fully burdened hrly rate + material
S088	Meter Tampering/Theft of Utility	Charge is based on total annual consumption divided by 12 months x 2 months (average 2 months consumption) + \$500 deposit + Employee's time at fully burdened hrly rate, meter and materials	Charge is based on total annual consumption divided by 12 months x 2 months (average 2 months consumption) + \$500 deposit + Employee's time at fully burdened hrly rate, meter and materials
S090	Regulatory Permit Setup	\$5,000 deposit for actual amount of employee's time at fully burdened hrly rate & any outside agency costs.	\$320 - <10K Facility \$396 - > 10K Facility
S091	Regulatory Permit Renewal	\$4,961.27	\$7,074 - <10K Facility \$8,895 - > 10K Facility
S094	Short Term Rental Permit Fee	\$400	\$536

Exhibit B Resolution No. 2022-76**CITY OF NEEDLES, CALIFORNIA
POSITION LISTING -SUMMARY
FISCAL YEAR 2021-2022**

<i>Ref#</i>	<i>Position Title</i>	<i>#ofFTE's</i>	<i>Fully Burdened Avg.Hourly Rate</i>
ASC	ADMIN SUPPORT CLERK	1.00	\$64.76
ACA	ANIMAL CONTROL ASSISTANT	1.00	\$47.84
CEO	ANIMAL CONTROL OFFICER	0.46	\$23.96
CDD	ASSISTANT CITY MGR/DEV SERV	1.00	\$173.66
UGM	ASSISTANT UTILITIES MANAGER	1.00	\$139.73
CDDA	ASSOCIATE PLANNER	1.00	\$95.78
WDOIT	ASSOCIATE WATER OPERATOR	3.00	\$85.86
BO	BUILDING OFFICIAL	0.60	\$239.90
DA	BUILDING PERMIT TECHNICIAN	1.00	\$74.21
BMISMGR	BUSINESS OFFICE/MIS MANAGER	1.00	\$72.82
CWPO	CHIEF WATER PLANT OPERATOR	1.00	\$125.37
CC	CITY CLERK	1.00	\$98.54
CE	CITY ENGINEER	0.40	\$240.11
CM	CITY MANAGER	1.00	\$288.99
CCLK	CODE CLERK (TEMP)	0.15	\$53.46
CEA	CODE ENFORCEMENT OFFICER	2.00	\$75.84
SCM	COMMUNITY SERVICES MANAGER	1.00	\$105.84
CSRI	CUSTOMER SERVICE REP. I	1.00	\$45.40
CSRII	CUSTOMER SERVICE REP. II	1.00	\$55.87
DF	DIRECTOR OF FINANCE	1.00	\$172.94
ETII	ENGINEERING TECH II	1.00	\$75.84
EOI	EQUIPMENT OPERATOR I	1.00	\$74.89
EOIV	EQUIPMENT OPERATOR IV	1.00	\$91.31
FCT	FILE CLERK (TEMP)	0.46	\$32.41
SRAC	FINANCE ASSISTANT	1.00	\$87.89
HRS	HUMAN RESOURCE SPECIALIST	1.00	\$77.43
JSPA	J SMITH PK ATTENDANT	1.11	\$21.28
LG I	LIFE GUARD I	1.17	\$24.83
LG II	LIFEGUARD II	0.39	\$25.07
LGSL	LIFEGUARD SHIFT LEADER	0.65	\$25.30
LCS	LINE CREW SUPERVISOR	1.00	\$161.65
MCWI	MAINT CONSTR. WORKER I	9.35	\$52.84
MCWIII	MAINT CONSTR. WORKER III	1.00	\$45.51
MC	MATERIALS COORDINATOR/SVC	1.00	\$70.07

Exhibit B Resolution No. 2022-76**CITY OF NEEDLES, CALIFORNIA
POSITION LISTING -SUMMARY
FISCAL YEAR 2021-2022**

<i>Ref#</i>	<i>Position Title</i>	<i>#ofFTE's</i>	<i>Fully Burdened Avg.Hourly Rate</i>
MECH	MECHANIC	1.00	\$81.22
MTI	METER TECH I	1.00	\$50.54
PS	PARK SUPERINTENDENT(Grounds Supervisor)	1.00	\$107.29
PT	POOL TECHNICIAN	0.66	\$28.93
PA	POWERLINE APPRENTICE	2.00	\$87.37
PT2	POWERLINE TECH	3.00	\$136.72
PFC	PROJECT FINANCE CLERK	0.48	\$25.11
PWD	PUBLIC WORKS DIRECTOR	1.00	\$135.97
RA	RECREATION AIDE	2.20	\$34.51
RL	RECREATION LEADER	0.87	\$37.82
RSM	RECREATION SERVICE MANAGER	1.00	\$129.04
ACIII	SENIOR ACCOUNT CLERK	1.00	\$91.46
SRCDOFCR	SR CODE ENFORCMENT OFCR	1.00	\$99.44
SACO	SR. ANIMAL CONTROL OFFICER	1.00	\$71.64
SRA	SR. CENTER AIDE	0.69	\$26.60
TIW	TECH I WWTP	1.00	\$79.37
WDF	WATER FOREPERSON	1.00	\$109.69

Any new positions or positions not listed above will have a Fully Burdened Hourly Rate calculated by using the employees hourly rate and applying the overhead rates calculated in the Cost of Services Study for that department.

COST OF SERVICES FEE STUDY

OCTOBER 25, 2022

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE LETTER OF NECESSITY		REFERENCE NO. S-000	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE Department of Alcoholic Beverage Control's requirement to confirm that the request for a license to sell alcohol in Needles is a necessity. Staff prepares a staff report and resolution allowing the mayor to sign the documents provided by ABC.			
CURRENT FEE STRUCTURE \$173.30			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$97.00	TOTAL REVENUE:	\$291
UNIT COST:	\$97.33	TOTAL COST:	\$292
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.33)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1)</div>
TOTAL UNITS:	3	PCT. COST RECOVERY:	99.66%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$97.00			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE LETTER OF NECESSITY				REFERENCE NO. S-000		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 3		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSOCIATE PLANNER		1.00	\$97.27	3	\$292
		TYPE SUBTOTAL	1.00	\$97.27		\$292
		TOTALS	1.00	\$97.33		\$292

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SITE PLAN DEVELOPMENT REVIEW		REFERENCE NO. S-001	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE Review development plans for specific parcels of property to determine the compliance with City codes, standards and requirements, and to prepare staff reports for public hearings. Not for single family residence.			
CURRENT FEE STRUCTURE \$1,033.09 Per Application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,248.00	TOTAL REVENUE:	\$14,976
UNIT COST:	\$1,247.92	TOTAL COST:	\$14,975
UNIT PROFIT (SUBSIDY):	\$0.08	TOTAL PROFIT (SUBSIDY):	\$1
TOTAL UNITS:	12	PCT. COST RECOVERY:	100.01%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,248 Per Application plus any outside contractor's charges plus any additional staff time at fully burdened hourly rate.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
SITE PLAN DEVELOPMENT REVIEW				S-001		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				12		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	12	\$2,184
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	12	\$2,334
PLANNING/ZONING		Consultant-1hr	0.00	\$125.00	12	\$1,500
ENGINEERING	ENGINEERING TECH II		1.00	\$74.27	12	\$891
PUBLIC WORKS / STREET	PUBLIC WORKS DIRECTOR		1.00	\$150.24	12	\$1,803
WATER	CHIEF WATER PLANT OPERATO		1.00	\$125.37	12	\$1,504
SEWER	TECH I WWTP		1.00	\$79.37	12	\$952
ELECTRIC	LINE CREW SUPERVISOR		1.00	\$161.65	12	\$1,940
ELECTRIC	ASSISTANT UTILITIES MANAG		1.00	\$155.47	12	\$1,866
TYPE SUBTOTAL			9.00	\$1,247.88		\$14,975
TOTALS			9.00	\$1,247.92		\$14,975

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SITE PLAN DEV. REVIEW/EXISTING BLDG		REFERENCE NO. S-001A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE Review development plans for small individual businesses who wish to open in existing buildings, to determine compliance with current codes, standards & requirements; and to meet with developer to explain results. Not for single family residence.			
CURRENT FEE STRUCTURE \$1,033.09			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$836.00	TOTAL REVENUE:	\$10,032
UNIT COST:	\$836.25	TOTAL COST:	\$10,035
UNIT PROFIT (SUBSIDY):	\$(0.25)	TOTAL PROFIT (SUBSIDY):	\$(3)
TOTAL UNITS:	12	PCT. COST RECOVERY:	99.97%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$836 Per Application plus any additional staff time at fully burdened hourly rate.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SITE PLAN DEV. REVIEW/EXISTING BLDG				REFERENCE NO. S-001A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 12		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	12	\$2,184
PLANNING/ZONING	ASSOCIATE PLANNER		1.00	\$97.27	12	\$1,167
BUILDING & SAFETY	BUILDING OFFICIAL		1.00	\$239.90	12	\$2,879
ELECTRIC	LINE CREW SUPERVISOR		1.00	\$161.65	12	\$1,940
ELECTRIC	ASSISTANT UTILITIES MANAG		1.00	\$155.47	12	\$1,866
		TYPE SUBTOTAL	5.00	\$836.26		\$10,035
		TOTALS	5.00	\$836.25		\$10,035

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ZONING PERMIT		REFERENCE NO. S-001B	
PRIMARY DEPARTMENT Planning	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE			
CURRENT FEE STRUCTURE \$52 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$146.00	TOTAL REVENUE:	\$3,650
UNIT COST:	\$145.92	TOTAL COST:	\$3,648
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.08</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$2</div>
TOTAL UNITS:	25	PCT. COST RECOVERY:	100.05%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$146 per application			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE ZONING PERMIT				REFERENCE NO. S-001B		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 25		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSOCIATE PLANNER		1.50	\$145.91	25	\$3,648
		TYPE SUBTOTAL	1.50	\$145.91		\$3,648
		TOTALS	1.50	\$145.92		\$3,648

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CONDITIONAL USE PERMIT		REFERENCE NO. S-002	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review conditional uses on specific parcels of land to determine conformance with City codes, regulations and standards, and prepare staff reports for public hearings. Not applicable to individual single family home in Residential or CRR zones.			
CURRENT FEE STRUCTURE \$736 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,694.00	TOTAL REVENUE:	\$26,940
UNIT COST:	\$2,693.70	TOTAL COST:	\$26,937
UNIT PROFIT (SUBSIDY):	\$0.30	TOTAL PROFIT (SUBSIDY):	\$3
TOTAL UNITS:	10	PCT. COST RECOVERY:	100.01%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Non-Cannabis projects- \$2,694 Per Application plus any additional staff time at fully burdened hourly rate. Cannabis projects - \$25,000 deposit for infill development, \$35,000 deposit for undeveloped land, to cover staff time at fully burdened hourly rate, outside agency costs, other expenses.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CONDITIONAL USE PERMIT				REFERENCE NO. S-002		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		5.00	\$909.85	10	\$9,099
PLANNING/ZONING	ASSOCIATE PLANNER		16.00	\$1,556.32	10	\$15,563
PLANNING/ZONING		Postage .55x25x2x10u	0.00	\$27.50	10	\$275
PLANNING/ZONING		NewsWest \$100x2x10t	0.00	\$200.00	10	\$2,000
		TYPE SUBTOTAL	21.00	\$2,693.67		\$26,937
TOTALS			21.00	\$2,693.70		\$26,937

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CUP AMENDMENT		REFERENCE NO. S-002A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICANT	SERVICE RECIPIENT DEVELOPER/BUSINESS/RESIDNET	
DESCRIPTION OF SERVICE Amendment to an existing CUP, in accordance with City Code Section 94.15 for insignificant or minor amendments.			
CURRENT FEE STRUCTURE \$250			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$146.00	TOTAL REVENUE:	\$2,190
UNIT COST:	\$145.93	TOTAL COST:	\$2,189
UNIT PROFIT (SUBSIDY):	\$0.07	TOTAL PROFIT (SUBSIDY):	\$1
TOTAL UNITS:	15	PCT. COST RECOVERY:	100.05%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$146			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE CUP AMENDMENT				REFERENCE NO. S-002A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 15		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSOCIATE PLANNER		1.50	\$145.91	15	\$2,189
		TYPE SUBTOTAL	1.50	\$145.91		\$2,189
		TOTALS	1.50	\$145.93		\$2,189

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE VARIANCE PROCESSING		REFERENCE NO. S-003	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review proposed variance from terms of the zoning code and prepare staff report for public hearing.			
CURRENT FEE STRUCTURE \$736 Per Application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,506.00	TOTAL REVENUE:	\$3,012
UNIT COST:	\$1,506.00	TOTAL COST:	\$3,012
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	2	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,506 Per Application			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE VARIANCE PROCESSING				REFERENCE NO. S-003		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		4.00	\$727.88	2	\$1,456
PLANNING/ZONING	ASSOCIATE PLANNER		8.00	\$778.16	2	\$1,556
		TYPE SUBTOTAL	12.00	\$1,506.04		\$3,012
		TOTALS	12.00	\$1,506.00		\$3,012

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ZONE CHANGE		REFERENCE NO. S-004	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review request to amend or change the regulations established by zoning maps and the Municipal Code. Also, post notices to affected property owners and prepare staff reports for public hearings.			
CURRENT FEE STRUCTURE \$791 Per Application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,466.00	TOTAL REVENUE:	\$9,864
UNIT COST:	\$2,466.25	TOTAL COST:	\$9,865
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.25)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1)</div>
TOTAL UNITS:	4	PCT. COST RECOVERY:	99.99%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,466 Per Application plus any outside agency costs			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ZONE CHANGE				REFERENCE NO. S-004		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 4		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		5.00	\$909.85	4	\$3,639
PLANNING/ZONING	ASSOCIATE PLANNER		16.00	\$1,556.32	4	\$6,225
		TYPE SUBTOTAL	21.00	\$2,466.17		\$9,865
		TOTALS	21.00	\$2,466.25		\$9,865

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE DEVELOPMENT AGREEMENT		REFERENCE NO. S-005	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Develop, negotiate, and enforce agreements to develop land within specific physical requirements.			
CURRENT FEE STRUCTURE \$2,292 deposit with charges at the Fully Allocated Hourly Rates for all personnel involved.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,978.00	TOTAL REVENUE:	\$3,956
UNIT COST:	\$1,978.00	TOTAL COST:	\$3,956
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	2	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,800 Deposit: Actual amount for employee's time at fully burdened hrly rate plus any outside agency costs			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE DEVELOPMENT AGREEMENT				REFERENCE NO. S-005		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE	Minor	6.00	\$1,091.82	1	\$1,092
PLANNING/ZONING	ASSOCIATE PLANNER	Minor	1.00	\$97.27	1	\$97
		TYPE SUBTOTAL	7.00	\$1,189.09		\$1,189
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE	Major	12.00	\$2,183.64	1	\$2,184
PLANNING/ZONING	ASSOCIATE PLANNER	Major	6.00	\$583.62	1	\$584
		TYPE SUBTOTAL	18.00	\$2,767.26		\$2,767
TOTALS			25.00	\$1,978.00		\$3,956

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE GENERAL PLAN AMENDMENT		REFERENCE NO. S-006	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Make recommendations regarding proposed amendment to the City Comprehensive General Plan and prepare reports for public hearings.			
CURRENT FEE STRUCTURE \$2,062 deposit with charges at the fully allocated hourly rates for all personnel involved, plus any outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$3,215.50	TOTAL REVENUE:	\$6,431
UNIT COST:	\$3,215.50	TOTAL COST:	\$6,431
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	2	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$3,500 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE GENERAL PLAN AMENDMENT				REFERENCE NO. S-006		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		5.00	\$909.85	2	\$1,820
PLANNING/ZONING	ASSOCIATE PLANNER		20.00	\$1,945.40	2	\$3,891
ENGINEERING	CITY ENGINEER		1.50	\$360.17	2	\$720
		TYPE SUBTOTAL	26.50	\$3,215.42		\$6,431
		TOTALS	26.50	\$3,215.50		\$6,431

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE PLANNED UNIT DEVELOPMENT		REFERENCE NO. S-007	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Reviewing a request to deviate from City design standards and preparing reports for public hearings.			
CURRENT FEE STRUCTURE \$4,584 deposit with charges at the Fully Allocated Hourly Rates for all personnel involved & any outside contractor's charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$14,612.00	TOTAL REVENUE:	\$14,612
UNIT COST:	\$14,612.00	TOTAL COST:	\$14,612
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0.00	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$14,700 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE PLANNED UNIT DEVELOPMENT				REFERENCE NO. S-007		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		12.00	\$2,183.64	1	\$2,184
PLANNING/ZONING	ASSOCIATE PLANNER		35.00	\$3,404.45	1	\$3,404
ENGINEERING	CITY ENGINEER		16.00	\$3,841.76	1	\$3,842
BUILDING & SAFETY	BUILDING OFFICIAL		16.00	\$3,838.40	1	\$3,838
PUBLIC WORKS / STREET	PUBLIC WORKS DIRECTOR		2.00	\$300.48	1	\$300
WATER	CHIEF WATER PLANT OPERATO		2.00	\$250.74	1	\$251
SEWER	TECH I WWTP		2.00	\$158.74	1	\$159
ELECTRIC	LINE CREW SUPERVISOR		2.00	\$323.30	1	\$323
ELECTRIC	ASSISTANT UTILITIES MANAG		2.00	\$310.94	1	\$311
TYPE SUBTOTAL			89.00	\$14,612.45		\$14,612
TOTALS			89.00	\$14,612.00		\$14,612

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TENTATIVE PARCEL MAP REVIEW		REFERENCE NO. S-008	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review tentative parcel maps to assure accuracy and compliance with city codes and standards.			
CURRENT FEE STRUCTURE \$1,146 per application plus \$2,500 deposit for city engineer and any outside contractor's charges.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$7,084.00	TOTAL REVENUE:	\$7,084
UNIT COST:	\$7,084.00	TOTAL COST:	\$7,084
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0.00	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,134 per application plus \$6,000 deposit for any outside contractor's charges plus any additional staff time at fully burdened hourly rate.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
TENTATIVE PARCEL MAP REVIEW				S-008		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		16.00	\$1,556.32	1	\$1,556
ENGINEERING	CITY ENGINEER		1.00	\$240.11	1	\$240
ELECTRIC	ASSISTANT UTILITIES MANAG		1.00	\$155.47	1	\$155
		TYPE SUBTOTAL	19.00	\$2,133.87		\$2,134
ENGINEERING		Contract Services	0.00	\$4,950.00	1	\$4,950
		TYPE SUBTOTAL	0.00	\$4,950.00		\$4,950
TOTALS			19.00	\$7,084.00		\$7,084

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TENTATIVE PARCEL MAP EXTENSION		REFERENCE NO. S-008A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Extension of time to review tentative parcel maps to assure accuracy and compliance with city codes and standards.			
CURRENT FEE STRUCTURE \$695 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$377.00	TOTAL REVENUE:	\$377
UNIT COST:	\$377.00	TOTAL COST:	\$377
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$377 Per Application			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE TENTATIVE PARCEL MAP EXTENSION				REFERENCE NO. S-008A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	1	\$195
		TYPE SUBTOTAL	3.00	\$376.51		\$377
		TOTALS	3.00	\$377.00		\$377

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TENTATIVE TRACT MAP REVIEW		REFERENCE NO. S-009	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review tentative tract maps to determine the extent to which it complies with City requirements and standards.			
CURRENT FEE STRUCTURE \$1,719 per application plus \$2,500 deposit for city engineer plus \$40 per lot for each lot over 10 & any outside contractor's charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$7,408.00		TOTAL REVENUE: \$7,408	
UNIT COST: \$7,408.00		TOTAL COST: \$7,408	
UNIT PROFIT (SUBSIDY): <u>\$0.00</u>		TOTAL PROFIT (SUBSIDY): <u>\$0</u>	
TOTAL UNITS: 1		PCT. COST RECOVERY: 100.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$3,924 Per Application plus \$100 per lot for each lot over 10 plus \$5,000 deposit for any outside agency charges plus any additional staff time at fully burdened hourly rate.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
TENTATIVE TRACT MAP REVIEW				S-009		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE	5-10 Lots	2.00	\$363.94	1	\$364
PLANNING/ZONING	ASSOCIATE PLANNER		16.00	\$1,556.32	1	\$1,556
ENGINEERING	CITY ENGINEER		4.00	\$960.44	1	\$960
WATER	CHIEF WATER PLANT OPERATO		2.00	\$250.74	1	\$251
SEWER	TECH I WWTP		2.00	\$158.74	1	\$159
ELECTRIC	LINE CREW SUPERVISOR		2.00	\$323.30	1	\$323
ELECTRIC	ASSISTANT UTILITIES MANAG		2.00	\$310.94	1	\$311
		TYPE SUBTOTAL	30.00	\$3,924.42		\$3,924
ENGINEERING	CITY ENGINEER	11+ Lots-Add'l Lot	0.25	\$60.03	1	\$60
ENGINEERING		Contract	0.00	\$41.25	1	\$41
		TYPE SUBTOTAL	0.25	\$101.28		\$101
ENGINEERING		Contract Services	0.00	\$3,382.50	1	\$3,383
		TYPE SUBTOTAL	0.00	\$3,382.50		\$3,383
TOTALS			30.25	\$7,408.00		\$7,408

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TENTATIVE TRACT MAP EXTENSION		REFERENCE NO. S-009A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Extension of time to review tentative tract maps to determine the extent to which it complies with City requirements and standards.			
CURRENT FEE STRUCTURE \$695 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$377.00	TOTAL REVENUE:	\$377
UNIT COST:	\$377.00	TOTAL COST:	\$377
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0.00	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$377 Per Application			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TENTATIVE TRACT MAP EXTENSION				REFERENCE NO. S-009A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	1	\$195
		TYPE SUBTOTAL	3.00	\$376.51		\$377
		TOTALS	3.00	\$377.00		\$377

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ENVIRONMENTAL INITIAL STUDY		REFERENCE NO. S-011	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Initial review of a project's potential impact on the environment to determine if further review is necessary.			
CURRENT FEE STRUCTURE \$849 Per Application plus and outside agency costs			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$377.00		TOTAL REVENUE: \$377	
UNIT COST: \$377.00		TOTAL COST: \$377	
UNIT PROFIT (SUBSIDY): \$0.00		TOTAL PROFIT (SUBSIDY): \$0	
TOTAL UNITS: 1		PCT. COST RECOVERY: 100.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$377 Per Application plus \$6,500 deposit for add'l employee's time at fully burdened hrly rate plus any outside agency costs			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE ENVIRONMENTAL INITIAL STUDY				REFERENCE NO. S-011		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	1	\$195
		TYPE SUBTOTAL	3.00	\$376.51		\$377
		TOTALS	3.00	\$377.00		\$377

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ENVIRONMENTAL NEGATIVE DECLARATION		REFERENCE NO. S-012	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Expanded environmental review of a project that is not exempt from the California Environmental Quality Act, but for which a full EIR is not required.			
CURRENT FEE STRUCTURE \$771 Per Application plus any outside agency costs			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,142.00	TOTAL REVENUE:	\$1,142
UNIT COST:	\$1,142.00	TOTAL COST:	\$1,142
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,142 Per Application plus \$6,500 deposit for add'l employee's time at fully burdened hrly rate plus any outside agency costs			

October 18, 2022

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE ENVIRONMENTAL NEGATIVE DECLARATION				REFERENCE NO. S-012		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		2.00	\$363.94	1	\$364
PLANNING/ZONING	ASSOCIATE PLANNER		8.00	\$778.16	1	\$778
		TYPE SUBTOTAL	10.00	\$1,142.10		\$1,142
		TOTALS	10.00	\$1,142.00		\$1,142

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE EIR/EIS REVIEW		REFERENCE NO. S-013	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE STUDY	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of and Environmental Impact Report or Study of proposed development.			
CURRENT FEE STRUCTURE \$1,948 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,102.00	TOTAL REVENUE:	\$2,102
UNIT COST:	\$2,102.00	TOTAL COST:	\$2,102
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$6,000 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside agency charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE EIR/EIS REVIEW				REFERENCE NO. S-013		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		3.00	\$545.91	1	\$546
PLANNING/ZONING	ASSOCIATE PLANNER		16.00	\$1,556.32	1	\$1,556
		TYPE SUBTOTAL	19.00	\$2,102.23		\$2,102
		TOTALS	19.00	\$2,102.00		\$2,102

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ANNEXATION REVIEW		REFERENCE NO. S-014	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Non-Resident	
DESCRIPTION OF SERVICE Review and process requests to annex to the City.			
CURRENT FEE STRUCTURE \$6,876 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,994.00	TOTAL REVENUE:	\$1,994
UNIT COST:	\$1,994.00	TOTAL COST:	\$1,994
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0.00	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,500 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside contractor's charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ANNEXATION REVIEW				REFERENCE NO. S-014		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		2.00	\$363.94	1	\$364
PLANNING/ZONING	ASSOCIATE PLANNER		8.00	\$778.16	1	\$778
ENGINEERING	CITY ENGINEER		2.00	\$480.22	1	\$480
ENGINEERING	ENGINEERING TECH II		5.00	\$371.35	1	\$371
TYPE SUBTOTAL			17.00	\$1,993.67		\$1,994
TOTALS			17.00	\$1,994.00		\$1,994

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE HOTEL CONVERSION REVIEW		REFERENCE NO. S-015	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review application and plans for conversion of an existing hotel to condominiums or apartments and inspecting the conversion for compliance with City code and standards.			
CURRENT FEE STRUCTURE \$2,292 Per Application plus employee's time at fully burdened hrly rates			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$5,415.00	TOTAL REVENUE:	\$5,415
UNIT COST:	\$5,415.00	TOTAL COST:	\$5,415
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$5,415 Per Application plus deposit of \$4,000 for any outside agency costs plus any additional staff time at fully burdened hourly rate.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE HOTEL CONVERSION REVIEW				REFERENCE NO. S-015		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		2.00	\$363.94	1	\$364
PLANNING/ZONING	ASSOCIATE PLANNER		10.00	\$972.70	1	\$973
ENGINEERING	CITY ENGINEER		1.00	\$240.11	1	\$240
BUILDING & SAFETY	BUILDING OFFICIAL		16.00	\$3,838.40	1	\$3,838
		TYPE SUBTOTAL	29.00	\$5,415.15		\$5,415
		TOTALS	29.00	\$5,415.00		\$5,415

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SIGN REVIEW		REFERENCE NO. S-016	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE Review individual signs to assure compliance with City sign ordinance codes and standards.			
CURRENT FEE STRUCTURE \$182 per application, plus any outside contractor's charges or any additional charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$337.00	TOTAL REVENUE:	\$3,370
UNIT COST:	\$337.20	TOTAL COST:	\$3,372
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;"> \$(0.20) </div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;"> \$(2) </div>
TOTAL UNITS:	10	PCT. COST RECOVERY:	99.94%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$337 per application, plus any outside contractor's charges or any additional charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SIGN REVIEW				REFERENCE NO. S-016		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSOCIATE PLANNER		1.00	\$97.27	10	\$973
BUILDING & SAFETY	BUILDING OFFICIAL		1.00	\$239.90	10	\$2,399
		TYPE SUBTOTAL	2.00	\$337.17		\$3,372
		TOTALS	2.00	\$337.20		\$3,372

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SPECIAL USE PERMIT		REFERENCE NO. S-018	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review special uses on specific parcels of land to determine conformance with City codes, regulations and standards, and prepare staff reports for public hearings.			
CURRENT FEE STRUCTURE \$538 Per Application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,161.00	TOTAL REVENUE:	\$3,483
UNIT COST:	\$1,161.33	TOTAL COST:	\$3,484
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.33)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1)</div>
TOTAL UNITS:	3	PCT. COST RECOVERY:	99.97%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,161 Per Application plus \$2,000 Deposit for any outside agency costs plus any additional staff time at fully burdened hourly rate.			

October 18, 2022

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SPECIAL USE PERMIT				REFERENCE NO. S-018		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 3		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	3	\$546
PLANNING/ZONING	ASSOCIATE PLANNER		6.00	\$583.62	3	\$1,751
ENGINEERING	CITY ENGINEER		1.00	\$240.11	3	\$720
ELECTRIC	ASSISTANT UTILITIES MANAG		1.00	\$155.47	3	\$466
		TYPE SUBTOTAL	9.00	\$1,161.17		\$3,484
		TOTALS	9.00	\$1,161.33		\$3,484

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE APPEAL TO PLANNING COMMISSION		REFERENCE NO. S-019	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review, report on, publish, and perform staff work for an appeal of a decision of the City Planner or his designee to the Planning Commission.			
CURRENT FEE STRUCTURE \$775 Per Appeal			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$377.00	TOTAL REVENUE:	\$377
UNIT COST:	\$377.00	TOTAL COST:	\$377
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$377 Per Appeal			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE APPEAL TO PLANNING COMMISSION				REFERENCE NO. S-019		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	1	\$195
		TYPE SUBTOTAL	3.00	\$376.51		\$377
		TOTALS	3.00	\$377.00		\$377

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE APPEAL TO CITY COUNCIL		REFERENCE NO. S-020	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review, report on, publish, and perform staff work for an appeal of a Planning Commission decision to the City Council.			
CURRENT FEE STRUCTURE \$57 Per Appeal			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$312.00	TOTAL REVENUE:	\$312
UNIT COST:	\$377.00	TOTAL COST:	\$377
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(65.00)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(65)</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	82.76%
SUGGESTED FEE FOR COST RECOVERY OF: 83% \$312 Per Appeal			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE APPEAL TO CITY COUNCIL				REFERENCE NO. S-020		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	1	\$195
		TYPE SUBTOTAL	3.00	\$376.51		\$377
		TOTALS	3.00	\$377.00		\$377

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE APPEAL DIRECTLY TO CITY COUNCIL		REFERENCE NO. S-020A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Matter to be heard in front of City Council as a result of receipt of an appeal.			
CURRENT FEE STRUCTURE \$775 per appeal			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$377.00	TOTAL REVENUE:	\$377
UNIT COST:	\$377.00	TOTAL COST:	\$377
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0.00	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$377 Per Appeal			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE APPEAL DIRECTLY TO CITY COUNCIL				REFERENCE NO. S-020A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	1	\$195
		TYPE SUBTOTAL	3.00	\$376.51		\$377
		TOTALS	3.00	\$377.00		\$377

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE BUILDING PLAN CHECK		REFERENCE NO. S-021	
PRIMARY DEPARTMENT BUILDING & SAFETY	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Check building and construction plans assure compliance of proposed work with City codes and standards.			
CURRENT FEE STRUCTURE 65% of Building Permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: _____		TOTAL REVENUE: _____	
UNIT COST: _____		TOTAL COST: _____	
UNIT PROFIT (SUBSIDY): _____		TOTAL PROFIT (SUBSIDY): _____	
TOTAL UNITS: 212		PCT. COST RECOVERY: _____	
SUGGESTED FEE FOR COST RECOVERY OF: 100% 65% of Building Permit			

CITY OF NEEDLES, CALIFORNIA
 COST DETAIL WORKSHEET
 FISCAL YEAR 2021-2022

SERVICE BUILDING PLAN CHECK	REFERENCE NO. S-021														
NOTE Unit Costs are an Average of Total Units	TOTAL UNITS <div style="text-align: right;">212</div>														
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;"><u>DEPARTMENT</u></th> <th style="text-align: left; width: 15%;"><u>POSITION</u></th> <th style="text-align: left; width: 15%;"><u>TYPE</u></th> <th style="text-align: left; width: 15%;"><u>UNIT TIME</u></th> <th style="text-align: left; width: 15%;"><u>UNIT COST</u></th> <th style="text-align: left; width: 15%;"><u>ANN. UNITS</u></th> <th style="text-align: left; width: 15%;"><u>TOTAL COST</u></th> </tr> </thead> <tbody> <tr> <td colspan="7" style="height: 150px;"> <div style="text-align: center; margin-top: 100px;">TOTALS</div> </td> </tr> </tbody> </table>		<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	<div style="text-align: center; margin-top: 100px;">TOTALS</div>						
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>									
<div style="text-align: center; margin-top: 100px;">TOTALS</div>															

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE BUILDING PLAN CHECK EXTENSION		REFERENCE NO. S-021-EXT	
PRIMARY DEPARTMENT Building and Safety	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Building plan check extension			
CURRENT FEE STRUCTURE			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$157.00	TOTAL REVENUE:	\$1,570
UNIT COST:	\$157.10	TOTAL COST:	\$1,571
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.10)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1)</div>
TOTAL UNITS:	10	PCT. COST RECOVERY:	99.94%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$157 per applicant			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE BUILDING PLAN CHECK EXTENSION				REFERENCE NO. S-021-EXT		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING & SAFETY	BUILDING OFFICIAL		0.50	\$119.95	10	\$1,200
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA		0.50	\$37.11	10	\$371
		TYPE SUBTOTAL	1.00	\$157.06		\$1,571
		TOTALS	1.00	\$157.10		\$1,571

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE BLDG PERMITS/INSPECTION		REFERENCE NO. S-021A	
PRIMARY DEPARTMENT BLDG & SAFETY	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT DEV/RESIDENT/BUSINESS	
DESCRIPTION OF SERVICE INSPECTIONS DURING BUILDING PROCESS. FEES BASED ON VALUE.			
CURRENT FEE STRUCTURE \$1-\$500 \$31.50, \$501-\$2,000 \$31.50 1st \$500+\$4.13 ea \$100 or a fraction of \$2,001-\$25,000 \$93.38 1st \$2,000+\$18.75 ea \$1,000 or fraction thereof \$25,001-\$50,000 \$524.63 1st \$25,000+\$13.50 ea \$1,000 or fraction thereof \$50,001-\$100,000 \$862.13 1st \$50,000+\$9.38 ea \$1,000 or fraction thereof \$100,001-\$500,000 \$1,330.88 1st \$100,000+\$7.50 ea \$1,000 or a fraction of \$500,001-\$1,000,000 \$4,330.68 1st \$500,000+\$6.38 ea \$1,000 or a fraction of \$1,000,001+ \$6,455.88 1st \$1,000,000+\$4.13 ea millio			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: _____		TOTAL REVENUE: _____	
UNIT COST: _____		TOTAL COST: _____	
UNIT PROFIT (SUBSIDY): _____		TOTAL PROFIT (SUBSIDY): _____	
TOTAL UNITS: 212		PCT. COST RECOVERY: _____	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$.0162 x Value			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE BLDG PERMITS/INSPECTION	REFERENCE NO. S-021A														
NOTE Unit Costs are an Average of Total Units	TOTAL UNITS <div style="text-align: right;">212</div>														
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;"><u>DEPARTMENT</u></th> <th style="text-align: left; width: 15%;"><u>POSITION</u></th> <th style="text-align: left; width: 15%;"><u>TYPE</u></th> <th style="text-align: left; width: 15%;"><u>UNIT TIME</u></th> <th style="text-align: left; width: 15%;"><u>UNIT COST</u></th> <th style="text-align: left; width: 15%;"><u>ANN. UNITS</u></th> <th style="text-align: left; width: 15%;"><u>TOTAL COST</u></th> </tr> </thead> <tbody> <tr> <td colspan="7" style="height: 150px; vertical-align: top; text-align: center; padding-top: 40px;"> <div style="margin-bottom: 10px;">TOTALS</div> </td> </tr> </tbody> </table>		<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	<div style="margin-bottom: 10px;">TOTALS</div>						
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>									
<div style="margin-bottom: 10px;">TOTALS</div>															

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE BUILDING PERMIT EXTENSION		REFERENCE NO. S-021A-EXT	
PRIMARY DEPARTMENT BUILDING & SAFTEY	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Building permit extension			
CURRENT FEE STRUCTURE			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$157.00	TOTAL REVENUE:	\$1,570
UNIT COST:	\$157.10	TOTAL COST:	\$1,571
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.10)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1)</div>
TOTAL UNITS:	10	PCT. COST RECOVERY:	99.94%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$157 per applicant			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE BUILDING PERMIT EXTENSION				REFERENCE NO. S-021A-EXT		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING & SAFETY	BUILDING OFFICIAL		0.50	\$119.95	10	\$1,200
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA		0.50	\$37.11	10	\$371
		TYPE SUBTOTAL	1.00	\$157.06		\$1,571
		TOTALS	1.00	\$157.10		\$1,571

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE OTHER INSPECTIONS/FEES		REFERENCE NO. S-021B	
PRIMARY DEPARTMENT BLDG & SAFETY	UNIT OF SERVICE	SERVICE RECIPIENT	
DESCRIPTION OF SERVICE ANY INSPECTIONS NECESSARY OUTSIDE REGULAR BUSINESS HOURS			
CURRENT FEE STRUCTURE \$63 PER HR Inspection outside of normal bus hrs (min. 2 hrs.) Reinspection fees assessed under provisions of Sec. 305.8 Inspections for which no fee is specifically indicated (min. 1/2 hr) Additional plan review req. by changes, additions or rev. (min.1/2 hr) Use of outside consultants for plan check & inspections or both actual costs will be charged.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$480.00	TOTAL REVENUE:	\$12,000
UNIT COST:	\$479.80	TOTAL COST:	\$11,995
UNIT PROFIT (SUBSIDY):	\$0.20	TOTAL PROFIT (SUBSIDY):	\$5
TOTAL UNITS:	25	PCT. COST RECOVERY:	100.04%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$240 PER HR Inspection outside of normal bus hrs (min. 2 hrs.) Reinspection fees assessed under provisions of Sec. 305.8 Inspections for which no fee is specifically indicated (min. 1/2 hr) Additional plan review req. by changes, additions or rev. (min.1/2 hr) Use of outside consultants for inspections actual costs will be charged.			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE OTHER INSPECTIONS/FEES				REFERENCE NO. S-021B		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 25		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING & SAFETY	BUILDING OFFICIAL		2.00	\$479.80	25	\$11,995
		TYPE SUBTOTAL	2.00	\$479.80		\$11,995
		TOTALS	2.00	\$479.80		\$11,995

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SEPTIC TANK PERMIT/INSPECTION		REFERENCE NO. S-021C	
PRIMARY DEPARTMENT BLDG & SAFETY	UNIT OF SERVICE	SERVICE RECIPIENT	
DESCRIPTION OF SERVICE ISSUE PERMIT FOR INSPECTION			
CURRENT FEE STRUCTURE \$192.50 Per Permit, requires PERC test plus cost for city engineer review			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,108.85	TOTAL REVENUE:	\$22,177
UNIT COST:	\$1,108.85	TOTAL COST:	\$22,177
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	20	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,000 Deposit; Actual amount for employee's time at fully burdened hrly rate & any outside agency/contractor's charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SEPTIC TANK PERMIT/INSPECTION				REFERENCE NO. S-021C		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 20		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER		4.00	\$960.44	20	\$19,209
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA		2.00	\$148.42	20	\$2,968
		TYPE SUBTOTAL	6.00	\$1,108.86		\$22,177
		TOTALS	6.00	\$1,108.85		\$22,177

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ELECTRIC PERMIT		REFERENCE NO. S-021D	
PRIMARY DEPARTMENT BLDG & SAFETY	UNIT OF SERVICE	SERVICE RECIPIENT	
DESCRIPTION OF SERVICE INSPECTION OF ELECTRICAL INSTALLATION			
CURRENT FEE STRUCTURE \$126 Per Permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$194.00	TOTAL REVENUE:	\$2,328
UNIT COST:	\$194.25	TOTAL COST:	\$2,331
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.25)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(3)</div>
TOTAL UNITS:	12	PCT. COST RECOVERY:	99.87%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$194 Per Permit			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE ELECTRIC PERMIT				REFERENCE NO. S-021D		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 12		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER		0.50	\$120.06	12	\$1,441
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA		1.00	\$74.21	12	\$891
		TYPE SUBTOTAL	1.50	\$194.27		\$2,331
		TOTALS	1.50	\$194.25		\$2,331

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE PLUMBING PERMIT		REFERENCE NO. S-021E	
PRIMARY DEPARTMENT BLDG & SAFETY	UNIT OF SERVICE	SERVICE RECIPIENT	
DESCRIPTION OF SERVICE PLUMBING INSPECTION			
CURRENT FEE STRUCTURE \$67.50 Per Permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$194.00	TOTAL REVENUE:	\$2,910
UNIT COST:	\$194.27	TOTAL COST:	\$2,914
UNIT PROFIT (SUBSIDY):	<hr/> \$(0.27)	TOTAL PROFIT (SUBSIDY):	<hr/> \$(4)
TOTAL UNITS:	15	PCT. COST RECOVERY:	99.86%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$194 Per Permit			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE PLUMBING PERMIT				REFERENCE NO. S-021E		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 15		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER		0.50	\$120.06	15	\$1,801
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA		1.00	\$74.21	15	\$1,113
		TYPE SUBTOTAL	1.50	\$194.27		\$2,914
		TOTALS	1.50	\$194.27		\$2,914

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE EXTRA PLAN CHECK-BEYOND 3				REFERENCE NO. S-022		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 12		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING & SAFETY	BUILDING OFFICIAL		3.00	\$719.70	12	\$8,636
		TYPE SUBTOTAL	3.00	\$719.70		\$8,636
		TOTALS	3.00	\$719.67		\$8,636

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE EXTRA PLAN CHECK-BEYOND 3		REFERENCE NO. S-022	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE PLAN	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Plan check of new building and remodels over and above the standard number of plan checks, to be determined by the Building Official			
CURRENT FEE STRUCTURE Fully Allocated Hourly Rate for any personnel involved.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$719.67	TOTAL REVENUE:	\$8,636
UNIT COST:	\$719.67	TOTAL COST:	\$8,636
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	12	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Residential - \$1,000 deposit Commercial - \$2,000 deposit Actual amount for employees's time at fully burdened hrly rate plus any outside agency costs			

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE GREASE INTERCEPTOR PLAN CHECK/INSP		REFERENCE NO. S-023	
PRIMARY DEPARTMENT BUILDING & SAFETY	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Inspection of grease interceptor to insure the safety of the City's Utilities.			
CURRENT FEE STRUCTURE \$115.75 Per Inspection			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$314.00	TOTAL REVENUE:	\$1,570
UNIT COST:	\$314.40	TOTAL COST:	\$1,572
UNIT PROFIT (SUBSIDY):	\$(0.40)	TOTAL PROFIT (SUBSIDY):	\$(2)
TOTAL UNITS:	5	PCT. COST RECOVERY:	99.87%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$314 Per Inspection			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE GREASE INTERCEPTOR PLAN CHECK/INSP				REFERENCE NO. S-023		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER		1.00	\$240.11	5	\$1,201
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA		1.00	\$74.21	5	\$371
		TYPE SUBTOTAL	2.00	\$314.32		\$1,572
		TOTALS	2.00	\$314.40		\$1,572

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE GRADING & DRAINAGE PERMIT/INSPECT.		REFERENCE NO. S-024	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Checking accuracy of compliance of grading and drainage plans with City codes, standards, and requirements, and then inspecting the actual construction.			
CURRENT FEE STRUCTURE 0-100 cy - \$445 + \$106 grading permit/inspection 101-1,000 cy - \$445 + \$106 for 1st 100 cy + \$5.9/add'l 100 cy 1,001-10,000 cy - \$445 + \$160 for 1st 1,000 cy + \$6.5/add'l 1,000 cy 10,001-100,000 cy - \$445 + \$214 for first 10,000 cy + \$80/add'l 10,000 cy 100,001-200,000 cy - \$445 + \$228 for first 100,000 cy + \$80/add'l 10,000 cy 200,001+ cy - \$445 + \$362 for first 200,000 cy + \$80/add'l 10,000 cy			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,995.12	TOTAL REVENUE:	\$33,917
UNIT COST:	\$1,995.12	TOTAL COST:	\$33,917
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0.00	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0
TOTAL UNITS:	17	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,000 Deposit - Actual amount for employee's time at fully burdened hrly rate plus any outside agency costs			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE GRADING & DRAINAGE PERMIT/INSPECT.				REFERENCE NO. S-024		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 17		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER		8.00	\$1,920.88	17	\$32,655
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA		1.00	\$74.21	17	\$1,262
		TYPE SUBTOTAL	9.00	\$1,995.09		\$33,917
TOTALS			9.00	\$1,995.12		\$33,917

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE RIGHT OF WAY PLAN CHECK		REFERENCE NO. S-025	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE PLAN	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of plans for any addition to the City's infrastructure by a private party.			
CURRENT FEE STRUCTURE 3% of the estimated construction cost, \$60 minimum			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$277.00	TOTAL REVENUE:	\$2,770
UNIT COST:	\$277.30	TOTAL COST:	\$2,773
UNIT PROFIT (SUBSIDY):	\$(0.30)	TOTAL PROFIT (SUBSIDY):	\$(3)
TOTAL UNITS:	10	PCT. COST RECOVERY:	99.89%
SUGGESTED FEE FOR COST RECOVERY OF: 100% 3% of the estimated construction cost, \$277 minimum.			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE RIGHT OF WAY PLAN CHECK				REFERENCE NO. S-025		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER		1.00	\$240.11	10	\$2,401
ENGINEERING	ENGINEERING TECH II		0.50	\$37.14	10	\$371
		TYPE SUBTOTAL	1.50	\$277.25		\$2,773
		TOTALS	1.50	\$277.30		\$2,773

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE RETAINING WALL PLAN CHECK/INSP.		REFERENCE NO. S-027	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of plans and inspection of a retaining wall to insure that it complies with the City's codes and standards.			
CURRENT FEE STRUCTURE \$155 Per Application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$458.25	TOTAL REVENUE:	\$1,833
UNIT COST:	\$458.25	TOTAL COST:	\$1,833
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	4	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,000 Deposit; Actual amount for employee's time at fully burdened hrly rate plus and outside agency costs			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE RETAINING WALL PLAN CHECK/INSP.				REFERENCE NO. S-027		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 4		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER	Private	1.00	\$240.11	2	\$480
ENGINEERING		Consultant 1hrx\$85x2	0.00	\$85.00	2	\$170
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA	Private	1.00	\$74.21	2	\$148
		TYPE SUBTOTAL	2.00	\$399.32		\$799
ENGINEERING	CITY ENGINEER	Public	2.00	\$480.22	2	\$960
ENGINEERING	ENGINEERING TECH II	Public	0.50	\$37.14	2	\$74
		TYPE SUBTOTAL	2.50	\$517.36		\$1,035
TOTALS			4.50	\$458.25		\$1,833

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE FINAL PARCEL MAP REVIEW		REFERENCE NO. S-028	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE MAP	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a final parcel map for conformance with the Subdivision Map Act and with City codes and standards.			
CURRENT FEE STRUCTURE \$739 per map plus \$2,500 deposit for city engineer plus any other contractor's chgs or any additional charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,309.00	TOTAL REVENUE:	\$2,618
UNIT COST:	\$1,309.00	TOTAL COST:	\$2,618
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	2	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$484 per map plus \$2,000 deposit for any other contractor's chgs or any additional charges plus any additional staff time at fully burdened hourly rate.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE FINAL PARCEL MAP REVIEW				REFERENCE NO. S-028		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	2	\$389
ENGINEERING	ASSISTANT CITY MGR/DEV SE		1.00	\$169.49	2	\$339
ENGINEERING	CITY ENGINEER		0.50	\$120.06	2	\$240
		TYPE SUBTOTAL	3.50	\$484.09		\$968
ENGINEERING		Contract Services	0.00	\$825.00	2	\$1,650
		TYPE SUBTOTAL	0.00	\$825.00		\$1,650
TOTALS			3.50	\$1,309.00		\$2,618

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE FINAL TRACT MAP REVIEW		REFERENCE NO. S-029	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE MAP	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a final tract map for conformance with the Subdivision Map Act and with City codes and standards.			
CURRENT FEE STRUCTURE \$979 Per Map plus \$2,500 deposit for city engineer plus \$140 per lot over 10 lots plus any outside contractor's charges or any additional charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,307.00	TOTAL REVENUE:	\$2,307
UNIT COST:	\$2,307.00	TOTAL COST:	\$2,307
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$844 Per Map plus \$60 per lot over 10 lots plus \$5,000 deposit for any outside contractor's charges or any additional charges plus any additional staff time at fully burdened hourly rate.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
FINAL TRACT MAP REVIEW				S-029		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	1	\$195
ENGINEERING	ASSISTANT CITY MGR/DEV SE		1.00	\$169.49	1	\$169
ENGINEERING	CITY ENGINEER		2.00	\$480.22	1	\$480
		TYPE SUBTOTAL	5.00	\$844.25		\$844
ENGINEERING	CITY ENGINEER	11+ Lots - Per Lot	0.25	\$60.03	1	\$60
		TYPE SUBTOTAL	0.25	\$60.03		\$60
ENGINEERING		Contract Services	0.00	\$1,402.50	1	\$1,403
		TYPE SUBTOTAL	0.00	\$1,402.50		\$1,403
TOTALS			5.25	\$2,307.00		\$2,307

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE FINAL MAP AMENDMENT REVIEW		REFERENCE NO. S-030	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE MAP	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a proposed amendment to an already approved and recorded final tract or parcel map.			
CURRENT FEE STRUCTURE \$731 Per Map plus \$2,500 deposit for city engineer plus any outside contractor's charges or any additional charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$804.00	TOTAL REVENUE:	\$804
UNIT COST:	\$804.00	TOTAL COST:	\$804
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$474 Per Map plus \$2,000 deposit for any outside contractor's charges or any additional charges plus any additional staff time at fully burdened hourly rate.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE FINAL MAP AMENDMENT REVIEW				REFERENCE NO. S-030		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		3.00	\$291.81	1	\$292
		TYPE SUBTOTAL	4.00	\$473.78		\$474
ENGINEERING		Contract Services	0.00	\$330.00	1	\$330
		TYPE SUBTOTAL	0.00	\$330.00		\$330
TOTALS			4.00	\$804.00		\$804

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE LOT LINE ADJUSTMENT		REFERENCE NO. S-031	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT	
DESCRIPTION OF SERVICE Review the changing of the property boundary between two lots, and checking the drawings of the maps relating to such change and recording the maps at the County recorder.			
CURRENT FEE STRUCTURE \$314 Per Application plus \$2,000 deposit for city engineer plus any outside contractor's charges or any additional charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$781.67	TOTAL REVENUE:	\$4,690
UNIT COST:	\$781.67	TOTAL COST:	\$4,690
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	6	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$617 Per Application plus \$2,000 deposit for any outside contractor's charges or any additional charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE LOT LINE ADJUSTMENT				REFERENCE NO. S-031		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 6		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	6	\$1,092
PLANNING/ZONING	ASSOCIATE PLANNER		2.00	\$194.54	6	\$1,167
ENGINEERING	CITY ENGINEER		1.00	\$240.11	6	\$1,441
		TYPE SUBTOTAL	4.00	\$616.62		\$3,700
ENGINEERING		Contract Services	0.00	\$165.00	6	\$990
		TYPE SUBTOTAL	0.00	\$165.00		\$990
TOTALS			4.00	\$781.67		\$4,690

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE STREET/R-O-W ABANDONMENT PROCESSING		REFERENCE NO. S-032	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review and provide a report and opinion on the advisability of vacating all or a portion of a piece of public right-of-way.			
CURRENT FEE STRUCTURE \$1,500 Deposit; Actual amount for employee's time at fully burdened hrly rates & any outside contractor's charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,860.00	TOTAL REVENUE:	\$1,860
UNIT COST:	\$1,860.00	TOTAL COST:	\$1,860
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,500 Deposit; Actual amount for employee's time at fully burdened hrly rates & any outside contractor's charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE STREET/R-O-W ABANDONMENT PROCESSING				REFERENCE NO. S-032		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING/ZONING	ASSISTANT CITY MGR/DEV SE		1.00	\$181.97	1	\$182
PLANNING/ZONING	ASSOCIATE PLANNER		8.00	\$778.16	1	\$778
ENGINEERING	CITY ENGINEER		1.00	\$240.11	1	\$240
ENGINEERING		City Surveyor-4hrs	0.00	\$660.00	1	\$660
		TYPE SUBTOTAL	10.00	\$1,860.24		\$1,860
TOTALS			10.00	\$1,860.00		\$1,860

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE STANDARD ENCROACHMENT PERMIT		REFERENCE NO. S-034	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a temporary physical encroachment of private uses into the public right-of-way.			
CURRENT FEE STRUCTURE \$112 Per Permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$277.00	TOTAL REVENUE:	\$26,315
UNIT COST:	\$277.25	TOTAL COST:	\$26,339
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.25)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(24)</div>
TOTAL UNITS:	95	PCT. COST RECOVERY:	99.91%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$277 Per Permit			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE STANDARD ENCROACHMENT PERMIT				REFERENCE NO. S-034		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 95		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER		1.00	\$240.11	95	\$22,810
ENGINEERING	ENGINEERING TECH II		0.50	\$37.14	95	\$3,528
		TYPE SUBTOTAL	1.50	\$277.25		\$26,339
		TOTALS	1.50	\$277.25		\$26,339

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE MAJOR ENCROACHMENT PERMIT		REFERENCE NO. S-035	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a permanent physical encroachment of private uses into the public right-of-way.			
CURRENT FEE STRUCTURE \$797 Per Permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$517.00	TOTAL REVENUE:	\$9,306
UNIT COST:	\$517.33	TOTAL COST:	\$9,312
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.33)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(6)</div>
TOTAL UNITS:	18	PCT. COST RECOVERY:	99.94%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$517 Per Permit			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE MAJOR ENCROACHMENT PERMIT				REFERENCE NO. S-035		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 18		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ENGINEERING	CITY ENGINEER		2.00	\$480.22	18	\$8,644
ENGINEERING	ENGINEERING TECH II		0.50	\$37.14	18	\$669
		TYPE SUBTOTAL	2.50	\$517.36		\$9,312
		TOTALS	2.50	\$517.33		\$9,312

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE MAP REPRODUCTION/CAD PLOTTING		REFERENCE NO. S-036A	
PRIMARY DEPARTMENT ENGINEERING	UNIT OF SERVICE	SERVICE RECIPIENT	
DESCRIPTION OF SERVICE MAP AND CAD PLOTTING UPON REQUEST			
CURRENT FEE STRUCTURE LRG FORMAT COPIER 24 X 18 \$3.00 BOND PAPER \$ 5.00 VELLUM PAPER LRG FORMAT COPIER 24 X 36 \$4.00 BOND PAPER \$ 7.50 VELLUM PAPER LRG FORMAT COPIER 36 X 48 \$7.00 BOND PAPER \$11.25 VELLUM PAPER CAD 8 1/2 X 11 B/W \$ 2.50 COLOR \$ 2.75 CAD 11 X 17 B/W \$ 6.00 COLOR \$ 6.50 CAD 24 X 18 B/W \$12.25 COLOR \$13.00 CAD 24 X 36 B/W \$18.50 COLOR \$21.00 CAD 36 X 48 B/W \$25.00 COLOR \$28.00			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$9.70		TOTAL REVENUE: \$970	
UNIT COST: \$9.71		TOTAL COST: \$971	
UNIT PROFIT (SUBSIDY): \$(0.01)		TOTAL PROFIT (SUBSIDY): \$(1)	
TOTAL UNITS: 100		PCT. COST RECOVERY: 99.90%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% LRG FORMAT COPIER 24 X 36 \$8.40 BOND PAPER B/W PLOTTER 24 X 36 COLOR \$21.40			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
MAP REPRODUCTION/CAD PLOTTING				S-036A		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				100		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ENGINEERING		Ink/Print Heads	0.00	\$2.16	90	\$194
ENGINEERING		Paper	0.00	\$0.31	90	\$28
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA	Lrg Format 24x36 B/W	0.08	\$5.94	90	\$535
		TYPE SUBTOTAL	0.08	\$8.41		\$757
ENGINEERING		Paper	0.00	\$0.31	10	\$3
ENGINEERING		Ink/Print Heads	0.00	\$15.12	10	\$151
BUILDING & SAFETY	BUILDING PERMIT TECHNICIA	Plotter 24x36 Color	0.08	\$5.94	10	\$59
		TYPE SUBTOTAL	0.08	\$21.37		\$214
TOTALS			0.16	\$9.71		\$971

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CODE ENFORCEMENT		REFERENCE NO. S-037	
PRIMARY DEPARTMENT CODE ENFORCEMENT	UNIT OF SERVICE N/A	SERVICE RECIPIENT Business/Resident	
DESCRIPTION OF SERVICE Enforcement of the City's Building and Zoning codes.			
CURRENT FEE STRUCTURE Actual amount for employee's time at fully burdened hrly rates and any outside contractor's fee or any additional charges. Recover the full costs related to the enforcement of the City's codes at a particular parcel if the parcel is not brought into compliance and court action is necessary.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$539,929.00		TOTAL COST: \$539,929	
UNIT PROFIT (SUBSIDY): \$(539,929.00)		TOTAL PROFIT (SUBSIDY): \$(539,929)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% Actual amount for employee's time at fully burdened hrly rates and any outside contractor's fee or any additional charges. Recover the full costs related to the enforcement of the City's codes at a particular parcel if the parcel is not brought into compliance and court action is necessary.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CODE ENFORCEMENT				REFERENCE NO. S-037		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CODE ENFORCEMENT	ASSOCIATE PLANNER		36.80	\$3,420.19	1	\$3,420
CODE ENFORCEMENT	CODE ENFORCEMENT OFFICER		2,359.00	\$178,906.56	1	\$178,907
CODE ENFORCEMENT	FILE CLERK (TEMP)		277.80	\$9,128.51	1	\$9,129
CODE ENFORCEMENT	OVERTIME OTHER		18.53	\$1,142.75	1	\$1,143
CODE ENFORCEMENT	SR CODE ENFORCMENT OFCR		1,599.50	\$159,054.28	1	\$159,054
CODE ENFORCEMENT		Legal	0.00	\$150,000.00	1	\$150,000
CODE ENFORCEMENT		Various	0.00	\$38,277.00	1	\$38,277
		TYPE SUBTOTAL	4,291.63	\$539,929.29		\$539,929
TOTALS			4,291.63	\$539,929.00		\$539,929

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ANIMAL CONTROL		REFERENCE NO. S-038	
PRIMARY DEPARTMENT ANIMAL CONTROL	UNIT OF SERVICE N/A	SERVICE RECIPIENT Resident	
DESCRIPTION OF SERVICE Assure that animals are free of disease, safe, and under sufficient control as to not create a public nuisance or health hazard.			
CURRENT FEE STRUCTURE DOG LICENSE: ALTERED \$17 UNALTERED \$26 BOARDING FEES: \$12.50 PER DAY ADOPTION: DOGS \$31 + \$32 SPAY/NEUTER DEPOSIT+ LICENSE FEE CATS \$31 + \$32 SPAY/NEUTER DEPOSIT IMPOUND: 1ST OFFENSE \$17 LICENSED \$32 UNLICENSED 2ND OFFENSE \$51.50 3RD OFFENSE \$86 BROUGHT IN: \$ 9 1ST + \$1.75 ADD'L PICKED UP: \$17 1ST + \$1.75 FOR ADD'L EUTHANASIA: \$35.50 LB 50& UNDER, \$68.75 OVER 50 LBS DEAD ANIMAL: \$15 with disposal \$25			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$12,177.00		TOTAL REVENUE: \$12,177	
UNIT COST: \$264,105.00		TOTAL COST: \$264,105	
UNIT PROFIT (SUBSIDY): \$(251,928.00)		TOTAL PROFIT (SUBSIDY): \$(251,928)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 4.61%	
SUGGESTED FEE FOR COST RECOVERY OF: 6% DOG LICENSE: ALTERED \$18 UNALTERED \$27 BOARDING FEES: \$13.50 PER DAY ADOPTION: DOGS \$32 + \$33 SPAY/NEUTER DEPOSIT+ LICENSE FEE CATS \$32 + \$33 SPAY/NEUTER DEPOSIT IMPOUND: 1ST OFFENSE \$18 LICENSED \$33 UNLICENSED 2ND OFFENSE \$52.50 3RD OFFENSE \$87 BROUGHT IN: \$ 10-1ST + \$2.75 ADD'L PICKED UP: \$18-1ST + \$2.75 FOR ADD'L EUTHANASIA: \$36.50 50 LB& UNDER, \$69.75 OVER 50 LBS DEAD ANIMAL: \$16;with disposal \$26 Vaccine-\$16 <i>Spay/Neuter - Actual costs plus employees time at fully burdened hrly rate</i>			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ANIMAL CONTROL				REFERENCE NO. S-038		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ANIMAL SHELTER/CON1	ANIMAL CONTROL ASSISTANT		1,676.00	\$80,179.84	1	\$80,180
ANIMAL SHELTER/CON1	ANIMAL CONTROL OFFICER	100% Of Total	857.48	\$20,545.22	1	\$20,545
ANIMAL SHELTER/CON1	OVERTIME OTHER		440.78	\$21,016.39	1	\$21,016
ANIMAL SHELTER/CON1	SR. ANIMAL CONTROL OFFICE		1,676.00	\$120,068.64	1	\$120,069
ANIMAL SHELTER/CON1		Various	0.00	\$22,295.00	1	\$22,295
		TYPE SUBTOTAL	4,650.26	\$264,105.09		\$264,105
		TOTALS	4,650.26	\$264,105.00		\$264,105

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE YOUTH SPORTS		REFERENCE NO. S-046	
PRIMARY DEPARTMENT RECREATION	UNIT OF SERVICE PARTICIPANT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Operation of the youth sports programs, which include Basketball, Girls Volleyball, and Pee Wee Basketball.			
CURRENT FEE STRUCTURE YOUTH BASKETBALL \$45 PER PLAYER + \$150 PER TEAM PEEWEE BASKETBALL \$35 PER PLAYER + \$150 PER TEAM YOUTH VOLLEYBALL \$45 PER PLAYER + \$150 PER TEAM PEE WEE SOCCER \$35 PER PLAYER + \$150 PER TEAM FLAG FOOTBALL \$45 PER PLAYER + \$150 PER TEAM LITTLE GIRLS TEA PARTY \$25 PER PARTICIPANT PEE WEE DERBY \$20 PER PARTICIPANT SANTA'S WORKSHOP \$25 PER PARTICIPANT BASKETBALL TOURNAMENT \$175 PER TEAM			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$49.04		TOTAL REVENUE: \$12,750	
UNIT COST: \$352.45		TOTAL COST: \$91,637	
UNIT PROFIT (SUBSIDY): <u>\$(303.41)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(78,887)</u>	
TOTAL UNITS: 260		PCT. COST RECOVERY: 13.91%	
SUGGESTED FEE FOR COST RECOVERY OF: 15% YOUTH BASKETBALL; YOUTH VOLLEYBALL; FLAG FOOTBALL: \$45 PER PLAYER RESIDENT/\$50 PER PLAYER NON RESIDENT + \$150 PER TEAM PEEWEE BASKETBALL; PEE WEE SOCCER: \$35 PER PLAYER RESIDENT/\$40 PER PLAYER NON RESIDENT + \$150 PER TEAM LITTLE GIRLS TEA PARTY \$25 PER PARTICIPANT PEE WEE DERBY \$20 PER PARTICIPANT SANTA'S WORKSHOP \$25 PER PARTICIPANT BASKETBALL TOURNAMENT \$175 PER TEAM			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
YOUTH SPORTS				S-046		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				260		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECREATION	RECREATION AIDE		2.52	\$86.89	260	\$22,591
RECREATION	RECREATION LEADER		1.55	\$58.70	260	\$15,262
RECREATION	RECREATION SERVICE MANAGE		1.00	\$134.17	260	\$34,884
RECREATION		Tournament/Trophy	0.00	\$31.15	260	\$8,099
RECREATION		Sport Svcs/ Shirts	0.00	\$25.00	260	\$6,500
RECREATION		Concession Stands	0.00	\$16.54	260	\$4,300
		TYPE SUBTOTAL	5.07	\$352.45		\$91,637
TOTALS			5.07	\$352.45		\$91,637

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE AQUATICS PROGRAMS		REFERENCE NO. S-047	
PRIMARY DEPARTMENT AQUATICS	UNIT OF SERVICE PARTICIPANT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Operation of the Aquatics programs, which includes Lap Swim, Open Swim, Swim Lessons, Swim Classes, and Private Rentals.			
CURRENT FEE STRUCTURE OPEN SWIM: DAYTIME \$2.50 PER PERSON, NIGHT-ADULT \$1.75 CHILD \$1.25 SWIM LESSONS-PRIVATE-\$10 PER 1/2 HR SESSION; GROUP \$28.00 FOR 8 1/2 HR SESSIONS POOL PARTIES - \$90 PRIVATE RENTAL OF AQUATICS CENTER - \$75 PER HR LIFE JACKET & MAT RENTALS - \$1.00 PER DAY PASSES: OPEN SWIM-10 FOR \$18.75, 30 FOR \$49.50, SEASON \$75.00, FAMILY OF 4-\$125 PLUS \$15 EACH ADD'L EXERCISE&LAP SWIM PASSES-10-\$12.50, 30-\$35.00, SEASON \$55.00, DAILY \$1.50			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2.25	TOTAL REVENUE:	\$16,200
UNIT COST:	\$30.23	TOTAL COST:	\$217,656
UNIT PROFIT (SUBSIDY):	\$(27.98)	TOTAL PROFIT (SUBSIDY):	\$(201,456)
TOTAL UNITS:	7,200	PCT. COST RECOVERY:	7.44%
SUGGESTED FEE FOR COST RECOVERY OF: 10% OPEN SWIM: DAYTIME \$3.00 PER PERSON, NIGHT-ADULT \$2.25 CHILD \$1.75 SWIM LESSONS-PRIVATE-\$11 PER 1/2 HR SESSION; GROUP \$30.00 FOR 8 1/2 HR SESSIONS POOL PARTIES - \$90; PRIVATE RENTAL OF AQUATICS CENTER - \$80 PER HR PASSES: OPEN SWIM-10 FOR \$20.00, 30 FOR \$50.00, SEASON \$80.00, FAMILY OF 4-\$125 PLUS \$15 EACH ADD'L EXERCISE&LAP SWIM PASSES-10-\$15.00, 30-\$40.00, SEASON \$60.00, DAILY \$2.00			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE AQUATICS PROGRAMS				REFERENCE NO. S-047		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 7,200		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
AQUATICS	LIFE GUARD I		0.30	\$7.47	7,200	\$53,784
AQUATICS	LIFEGUARD II		0.10	\$2.51	7,200	\$18,072
AQUATICS	LIFEGUARD SHIFT LEADER		0.17	\$4.21	7,200	\$30,312
AQUATICS	POOL TECHNICIAN		0.17	\$4.90	7,200	\$35,280
AQUATICS		Various Accounts	0.00	\$8.51	7,200	\$61,272
PARKS	MAINT CONSTR. WORKER I	Irrig - 4 H/M Of 1	0.01	\$0.52	7,200	\$3,744
RECREATION	RECREATION SERVICE MANAGE	5 Hr/Wk 24 Wks	0.02	\$2.11	7,200	\$15,192
		TYPE SUBTOTAL	0.76	\$30.23		\$217,656
		TOTALS	0.76	\$30.23		\$217,656

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SUMMER DAY CAMP		REFERENCE NO. S-048	
PRIMARY DEPARTMENT RECREATION	UNIT OF SERVICE PARTICIPANT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Operating the Day Camp program. Day camp will be held during the summer months and spring break.			
CURRENT FEE STRUCTURE \$3.00 Per Day Per Participant			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$100.00	TOTAL REVENUE:	\$3,000
UNIT COST:	\$1,729.53	TOTAL COST:	\$51,886
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1,629.53)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(48,886)</div>
TOTAL UNITS:	30	PCT. COST RECOVERY:	5.78%
SUGGESTED FEE FOR COST RECOVERY OF: 6% \$4.00 Per Day Per Participant			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SUMMER DAY CAMP				REFERENCE NO. S-048		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 30		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
RECREATION	RECREATION AIDE	20 H/W 4 EMP 3 MO	34.66	\$1,196.12	30	\$35,884
RECREATION	RECREATION LEADER		3.50	\$132.37	30	\$3,971
RECREATION	RECREATION SERVICE MANAGE	1.5 H/D 4 Days 3 Mos	1.25	\$167.71	30	\$5,031
RECREATION		Program Supplies	0.00	\$233.33	30	\$7,000
		TYPE SUBTOTAL	39.41	\$1,729.53		\$51,886
TOTALS			39.41	\$1,729.53		\$51,886

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE AFTER SCHOOL PROGRAMS		REFERENCE NO. S-049	
PRIMARY DEPARTMENT RECREATION	UNIT OF SERVICE PARTICIPANT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Operation of the After School programs.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$879.02	TOTAL COST:	\$123,063
UNIT PROFIT (SUBSIDY):	<hr/> \$(879.02)	TOTAL PROFIT (SUBSIDY):	<hr/> \$(123,063)
TOTAL UNITS:	140	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 0% None			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE AFTER SCHOOL PROGRAMS				REFERENCE NO. S-049		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 140		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
RECREATION	RECREATION AIDE	15H/W 4 EMP 10 MOS	17.00	\$586.67	140	\$82,134
RECREATION	RECREATION LEADER		7.73	\$292.35	140	\$40,929
RECREATION		Program Supplies	0.00	\$0.00	140	\$0
		TYPE SUBTOTAL	24.73	\$879.02		\$123,063
TOTALS			24.73	\$879.02		\$123,063

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE REC FACILITY USAGE/RENTAL FEE		REFERENCE NO. S-050	
PRIMARY DEPARTMENT RECREATION	UNIT OF SERVICE PARTICIPANT/ORGANIZA	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE RENTAL/USE OF RECREATION FACILITY. (FREE TO RECREATION PROGRAM USERS)			
CURRENT FEE STRUCTURE Small Groups - \$15 Per Hr Gym - \$25 Per Hr + Cost of Insurance Entire Rec Facility - \$45 Per Hr + Cost of Insurance			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$33.33		TOTAL REVENUE: \$1,000	
UNIT COST: \$67.10		TOTAL COST: \$2,013	
UNIT PROFIT (SUBSIDY): <u>\$(33.77)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(1,013)</u>	
TOTAL UNITS: 30		PCT. COST RECOVERY: 49.68%	
SUGGESTED FEE FOR COST RECOVERY OF: 68% Small Groups - \$20 Per Hr Gym - \$30 Per Hr + Cost of Insurance Entire Rec Facility - \$50 Per Hr + Cost of Insurance			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE REC FACILITY USAGE/RENTAL FEE				REFERENCE NO. S-050		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 30		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
RECREATION	RECREATION SERVICE MANAGE		0.50	\$67.09	30	\$2,013
		TYPE SUBTOTAL	0.50	\$67.09		\$2,013
		TOTALS	0.50	\$67.10		\$2,013

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CONCESSION CONTRACTS		REFERENCE NO. S-050A	
PRIMARY DEPARTMENT ORGANIZATIONS	UNIT OF SERVICE PARTICIPANTS	SERVICE RECIPIENT RESIDENT	
DESCRIPTION OF SERVICE CONTRACT WITH NOT FOR PROFIT ORGANIZATIONS FOR CONCESSION STAND SERVICE AT RECREATION AND AQUATIC EVENTS OR SEASON.			
CURRENT FEE STRUCTURE 12% of gross sales + cost of insurance Contract Instructor Classes: 1-24 students - 12% of gross income 25-50 students - 15% of gross income 51-75 students - 18% of gross income 76 + students - 20% of gross income			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$0.00		TOTAL COST: \$0	
UNIT PROFIT (SUBSIDY): \$0.00		TOTAL PROFIT (SUBSIDY): \$0	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% 12% of gross sales + cost of insurance Contract Instructor Classes: 1-24 students - 12% of gross income 25-50 students - 15% of gross income 51-75 students - 18% of gross income 76 + students - 20% of gross income			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE CONCESSION CONTRACTS				REFERENCE NO. S-050A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
			0.00	\$0.00	0	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
		TOTALS	0.00	\$0.00		\$0

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE EL GARCES RENTAL		REFERENCE NO. S-051	
PRIMARY DEPARTMENT PUBLICE WORKS	UNIT OF SERVICE Day	SERVICE RECIPIENT Resident/Non-resident	
DESCRIPTION OF SERVICE Rental fee for use of El Garces meeting rooms.			
CURRENT FEE STRUCTURE \$75 small room \$300 big room \$150 big room for non profit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$301.56	TOTAL REVENUE:	\$13,570
UNIT COST:	\$318.89	TOTAL COST:	\$14,350
UNIT PROFIT (SUBSIDY):	\$(17.33)	TOTAL PROFIT (SUBSIDY):	\$(780)
TOTAL UNITS:	45	PCT. COST RECOVERY:	94.56%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$75 small room \$350 big room \$175 big room for non profit			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE EL GARCES RENTAL				REFERENCE NO. S-051		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 45		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PUBLIC WORKS / STREI	EQUIPMENT OPERATOR IV	Set Up/Down/Cleaning	1.00	\$92.25	45	\$4,151
PUBLIC WORKS / STREI	MAINT CONSTR. WORKER I	Set Up/Down/Cleaning	2.00	\$125.58	45	\$5,651
PARKS		Property Insurance	0.00	\$77.65	45	\$3,494
PARKS		Electricity	0.00	\$13.41	45	\$603
PARKS		Supplies	0.00	\$10.00	45	\$450
		TYPE SUBTOTAL	3.00	\$318.89		\$14,350
TOTALS			3.00	\$318.89		\$14,350

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE BALLFIELD RENTAL		REFERENCE NO. S-052	
PRIMARY DEPARTMENT RECREATION	UNIT OF SERVICE HOUR	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Usage of the City's ballfields by private or community groups, as well as use of the Recreation Center by community groups for registration.			
CURRENT FEE STRUCTURE \$7 Per Hr Per Field			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$10.00		TOTAL REVENUE: \$1,450	
UNIT COST: \$186.88		TOTAL COST: \$27,098	
UNIT PROFIT (SUBSIDY): <u>\$(176.88)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(25,648)</u>	
TOTAL UNITS: 145		PCT. COST RECOVERY: 5.35%	
SUGGESTED FEE FOR COST RECOVERY OF: 6% \$10 Per Hr Per Field			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE BALLFIELD RENTAL				REFERENCE NO. S-052		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 145		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PARKS	MAINT CONSTR. WORKER I		2.50	\$142.60	145	\$20,677
RECREATION	RECREATION SERVICE MANAGE		0.33	\$44.28	145	\$6,421
		TYPE SUBTOTAL	2.83	\$186.88		\$27,098
		TOTALS	2.83	\$186.88		\$27,098

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE PARK FACILITY RENTAL		REFERENCE NO. S-053	
PRIMARY DEPARTMENT RECREATION	UNIT OF SERVICE HOUR	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Rental of and maintenance of Parks. The City has four parks which can be rented by the public.			
CURRENT FEE STRUCTURE \$16 Per Hour Per Park			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$40.00	TOTAL REVENUE:	\$480
UNIT COST:	\$43.00	TOTAL COST:	\$516
UNIT PROFIT (SUBSIDY):	<hr/> \$(3.00)	TOTAL PROFIT (SUBSIDY):	<hr/> \$(36)
TOTAL UNITS:	12	PCT. COST RECOVERY:	93.02%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$20 Per Hour Per Park			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE PARK FACILITY RENTAL				REFERENCE NO. S-053		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 12		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
RECREATION	RECREATION LEADER		0.25	\$9.46	12	\$114
RECREATION	RECREATION SERVICE MANAGE	Park Facility Rental	0.25	\$33.54	12	\$402
		TYPE SUBTOTAL	0.50	\$43.00		\$516
		TOTALS	0.50	\$43.00		\$516

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE JACK SMITH DAY USE FEE		REFERENCE NO. S-053A	
PRIMARY DEPARTMENT RECREATION	UNIT OF SERVICE Vehicle	SERVICE RECIPIENT Resident/Non Resident	
DESCRIPTION OF SERVICE Fee to use the park for the day. Including the boat launch and parking.			
CURRENT FEE STRUCTURE \$18 PER DAY \$175 PER SEASON			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$20.00	TOTAL REVENUE:	\$200,000
UNIT COST:	\$21.53	TOTAL COST:	\$215,300
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1.53)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(15,300)</div>
TOTAL UNITS:	10,000	PCT. COST RECOVERY:	92.89%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$20 PER DAY \$180 PER SEASON			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE JACK SMITH DAY USE FEE				REFERENCE NO. S-053A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10,000		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CODE ENFORCEMENT	OVERTIME OTHER		0.01	\$0.62	10,000	\$6,200
JACK SMITH PARK	J SMITH PK ATTENDANT		0.21	\$4.37	10,000	\$43,700
JACK SMITH PARK	MAINT CONSTR. WORKER III		0.12	\$5.42	10,000	\$54,200
JACK SMITH PARK	RECREATION SERVICE MANAGE		0.02	\$1.39	10,000	\$13,900
JACK SMITH PARK		Various Accounts	0.00	\$1.20	10,000	\$12,000
BUILDING REPLACEMENT		Bldg & Impr Replace	0.00	\$8.53	10,000	\$85,300
		TYPE SUBTOTAL	0.35	\$21.53		\$215,300
TOTALS			0.35	\$21.53		\$215,300

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE WATER METER INSTALLATION		REFERENCE NO. S-054	
PRIMARY DEPARTMENT WATER	UNIT OF SERVICE METER	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Install a water meter to allow connection to the City's water system.			
CURRENT FEE STRUCTURE 3/4 - 1" - \$82 + meter & materials + capacity fees (See S054A) + as required 2" - \$246 + meter & materials + capacity fees (See S054A) + as required 3 - 6" - \$982 + meter & materials + capacity fees (See S054A) + as required The fees are based on employees time at fully burdened hrly rate, meter & materials costs and is for installation of meter only.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$164.35		TOTAL REVENUE: \$3,287	
UNIT COST: \$164.10		TOTAL COST: \$3,282	
UNIT PROFIT (SUBSIDY): \$0.25		TOTAL PROFIT (SUBSIDY): \$5	
TOTAL UNITS: 20		PCT. COST RECOVERY: 100.15%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% 3/4 - 1" - \$94 + meter & materials + capacity fees (See S054A) + as required 2" - \$281 + meter & materials + capacity fees (See S054A) + as required 3 - 6" - \$1,126 + meter & materials + capacity fees (See S054A) + as required The fees are based on employees time at fully burdened hrly rate, meter & materials costs and is for installation of meter only.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
WATER METER INSTALLATION				S-054		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				20		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
WATER	WATER FOREPERSON	3/4 - 1"	0.33	\$36.20	20	\$724
WATER	ASSOCIATE WATER OPERATOR	3/4-1" - 20 M/E Of 2	0.67	\$57.53	20	\$1,151
		TYPE SUBTOTAL	1.00	\$93.73		\$1,875
WATER	WATER FOREPERSON	2"	1.00	\$109.69	1	\$110
WATER	ASSOCIATE WATER OPERATOR	2" - 1 H/E Of 2	2.00	\$171.72	1	\$172
		TYPE SUBTOTAL	3.00	\$281.41		\$281
WATER	WATER FOREPERSON	3-6"	4.00	\$438.76	1	\$439
WATER	ASSOCIATE WATER OPERATOR	3-6" - 4 H/E Of 2	8.00	\$686.88	1	\$687
		TYPE SUBTOTAL	12.00	\$1,125.64		\$1,126
TOTALS			16.00	\$164.10		\$3,282

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE WATER SYS CAPACITY FEE		REFERENCE NO. S-054A	
PRIMARY DEPARTMENT WATER DEPT.	UNIT OF SERVICE NEW USER	SERVICE RECIPIENT RESIDENT/BUS/INDUSTRIAL	
DESCRIPTION OF SERVICE PRO RATA SHARE OF NEW USER ON EXISTING SYSTEM			
CURRENT FEE STRUCTURE 3/4" - 2" METER (Residential) \$1,270 3" - 6" METER (Commercial) \$1,700 8" OR GREATER (Industrial) \$2,550			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$7,500.00		TOTAL REVENUE: \$7,500	
UNIT COST: \$0.00		TOTAL COST: \$0	
UNIT PROFIT (SUBSIDY): <u> \$7,500.00 </u>		TOTAL PROFIT (SUBSIDY): <u> \$7,500 </u>	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% 3/4" - 2" METER (Residential) \$1,270 3" - 6" METER (Commercial) \$1,700 8" OR GREATER (Industrial) \$2,550			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE WATER SYS CAPACITY FEE				REFERENCE NO. S-054A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
			0.00	\$0.00	0	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
		TOTALS	0.00	\$0.00		\$0

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE WATER METER & SERVICE INSTALLATION		REFERENCE NO. S-055	
PRIMARY DEPARTMENT WATER	UNIT OF SERVICE SERVICE	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Install a water service to allow connection to the City's water system.			
CURRENT FEE STRUCTURE 1" - 2" Up to 25' - \$1,480 + Capacity Fee (See S054A), \$62 per ft over 25 ft plus meter & materials 3" - 6" Up to 25' - \$1,965 + Capacity Fee (See S054A), \$94 per ft over 25 ft plus meter & materials 8" - 12" Up to 25' - \$2,947 + Capacity Fee (See S054A), \$168 per ft over 25 ft plus mater & materials			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$2,447.92		TOTAL REVENUE: \$29,375	
UNIT COST: \$2,448.50		TOTAL COST: \$29,382	
UNIT PROFIT (SUBSIDY): <u>\$(0.58)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(7)</u>	
TOTAL UNITS: 12		PCT. COST RECOVERY: 99.98%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% 1" - 2" Up to 25' - \$2,203 + Capacity Fee (See S054A), \$87 per ft over 25 ft plus meter & materials 3" - 6" Up to 25' - \$2,938 + Capacity Fee (See S054A), \$116 per ft over 25 ft plus meter & materials 8" - 12" Up to 25' - \$4,407 + Capacity Fee (See S054A), \$175 per ft over 25 ft plus mater & materials			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
WATER METER & SERVICE INSTALLATION				S-055		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				12		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
WATER	WATER FOREPERSON	1-2"	6.00	\$658.14	10	\$6,581
WATER	ASSOCIATE WATER OPERATOR	1-2" - 6 H/E Of 3	18.00	\$1,545.48	10	\$15,455
		TYPE SUBTOTAL	24.00	\$2,203.62		\$22,036
WATER	WATER FOREPERSON	3-6"	8.00	\$877.52	1	\$878
WATER	ASSOCIATE WATER OPERATOR	3-6" - 8 H/E Of 3	24.00	\$2,060.64	1	\$2,061
		TYPE SUBTOTAL	32.00	\$2,938.16		\$2,938
WATER	WATER FOREPERSON	8-12"	12.00	\$1,316.28	1	\$1,316
WATER	ASSOCIATE WATER OPERATOR	8-12" - 12 H/E Of 3	36.00	\$3,090.96	1	\$3,091
		TYPE SUBTOTAL	48.00	\$4,407.24		\$4,407
TOTALS			104.00	\$2,448.50		\$29,382

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE WATER METER TEST		REFERENCE NO. S-056	
PRIMARY DEPARTMENT WATER	UNIT OF SERVICE TEST	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Pulling and testing of a water meter on request to insure its accuracy.			
CURRENT FEE STRUCTURE 3/4 - 2" - \$95, refunded if the meter is running fast 3+" - \$251 plus any outside contractor's charges or add'l charges. Refunded if the meter is running fast			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$64.25	TOTAL REVENUE:	\$16,128
UNIT COST:	\$196.33	TOTAL COST:	\$49,279
UNIT PROFIT (SUBSIDY):	<hr/> \$(132.08)	TOTAL PROFIT (SUBSIDY):	<hr/> \$(33,151)
TOTAL UNITS:	251	PCT. COST RECOVERY:	32.73%
SUGGESTED FEE FOR COST RECOVERY OF: 33% 3/4 - 2" - \$65, refunded if the meter is running fast 3+" - \$129 plus any outside contractor's charges or add'l charges. Refunded if the meter is running fast			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
WATER METER TEST				S-056		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				251		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
WATER	WATER FOREPERSON	3/4-2"	1.00	\$109.69	250	\$27,423
WATER	ASSOCIATE WATER OPERATOR	3/4-2" - 3 H/E Of 1	1.00	\$85.86	250	\$21,465
		TYPE SUBTOTAL	2.00	\$195.55		\$48,888
WATER	WATER FOREPERSON	3+" + Outside Costs	2.00	\$219.38	1	\$219
WATER	ASSOCIATE WATER OPERATOR	3+" - 4 H/E Of 1	2.00	\$171.72	1	\$172
		TYPE SUBTOTAL	4.00	\$391.10		\$391
TOTALS			6.00	\$196.33		\$49,279

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TEMPORARY HYDRANT METER RENTAL		REFERENCE NO. S-057	
PRIMARY DEPARTMENT WATER	UNIT OF SERVICE METER	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Installation and removal of a temporary hydrant meter			
CURRENT FEE STRUCTURE \$500 Deposit; Actual amt \$55 + water consumption charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$85.00	TOTAL REVENUE:	\$2,040
UNIT COST:	\$85.88	TOTAL COST:	\$2,061
UNIT PROFIT (SUBSIDY):	\$(0.88)	TOTAL PROFIT (SUBSIDY):	\$(21)
TOTAL UNITS:	24	PCT. COST RECOVERY:	98.98%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$500 Deposit; Actual amt \$85 + water consumption charges			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE TEMPORARY HYDRANT METER RENTAL				REFERENCE NO. S-057		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 24		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
WATER	ASSOCIATE WATER OPERATOR		1.00	\$85.86	24	\$2,061
		TYPE SUBTOTAL	1.00	\$85.86		\$2,061
		TOTALS	1.00	\$85.88		\$2,061

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SEWER SYS. CAPACITY FEE		REFERENCE NO. S-059A	
PRIMARY DEPARTMENT WASTEWATER	UNIT OF SERVICE NEW SERVICE	SERVICE RECIPIENT RESIDENT/BUSINESS	
DESCRIPTION OF SERVICE PRO RATA SHARE OF NEW USER ON EXISTING SYSTEM			
CURRENT FEE STRUCTURE \$1,570 + LATERAL & MATERIAL COSTS			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,570.00	TOTAL REVENUE:	\$1,570
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$1,570.00	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$1,570
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,570 + LATERAL & MATERIAL COSTS			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SEWER SYS. CAPACITY FEE				REFERENCE NO. S-059A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS <div style="text-align: right;">1</div>		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
			0.00	\$0.00	0	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
TOTALS			0.00	\$0.00		\$0

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SEWAGE BLOCKAGE CHECK		REFERENCE NO. S-060	
PRIMARY DEPARTMENT SEWER	UNIT OF SERVICE REQUEST	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Inspection of a sewer blockage in private sewer lines			
CURRENT FEE STRUCTURE \$470 per request for checking private lines.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$238.00	TOTAL REVENUE:	\$2,380
UNIT COST:	\$238.10	TOTAL COST:	\$2,381
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.10)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1)</div>
TOTAL UNITS:	10	PCT. COST RECOVERY:	99.96%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$238 per request for checking private lines.			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE SEWAGE BLOCKAGE CHECK				REFERENCE NO. S-060		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
SEWER	TECH I WWTP		3.00	\$238.11	10	\$2,381
		TYPE SUBTOTAL	3.00	\$238.11		\$2,381
		TOTALS	3.00	\$238.10		\$2,381

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SEWER DYE TEST		REFERENCE NO. S-061	
PRIMARY DEPARTMENT SEWER	UNIT OF SERVICE TEST	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Providing a dye test on a private sewer line to determine the source of a blocked line.			
CURRENT FEE STRUCTURE \$581 Per Test			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$159.00	TOTAL REVENUE:	\$159
UNIT COST:	\$159.00	TOTAL COST:	\$159
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$159 Per Test			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE SEWER DYE TEST				REFERENCE NO. S-061		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
SEWER	TECH I WWTP		2.00	\$158.74	1	\$159
		TYPE SUBTOTAL	2.00	\$158.74		\$159
		TOTALS	2.00	\$159.00		\$159

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE EMERGENCY SPILL RESPONSE		REFERENCE NO. S-062	
PRIMARY DEPARTMENT SEWER	UNIT OF SERVICE RESPONSE	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Responding to a private sewage spill which has spilled into the public right-of-way.			
CURRENT FEE STRUCTURE Actual amt for employee's time at fully burdened hrly rates			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$635.00	TOTAL REVENUE:	\$635
UNIT COST:	\$635.00	TOTAL COST:	\$635
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Actual amt for employee's time at fully burdened hrly rates			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE EMERGENCY SPILL RESPONSE				REFERENCE NO. S-062		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
SEWER	TECH I WWTP		8.00	\$634.96	1	\$635
		TYPE SUBTOTAL	8.00	\$634.96		\$635
		TOTALS	8.00	\$635.00		\$635

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ELECTRIC SERVICE INSTALLATION		REFERENCE NO. S-064	
PRIMARY DEPARTMENT ELECTRIC	UNIT OF SERVICE REQUEST	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Installation of an addition to the City's Electric System at the request of a customer.			
CURRENT FEE STRUCTURE Actual amount for employee's time at fully burdened hrly rate + materials charges + equipment charges.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,360.00	TOTAL REVENUE:	\$6,800
UNIT COST:	\$1,370.20	TOTAL COST:	\$6,851
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;"> \$(10.20) </div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;"> \$(51) </div>
TOTAL UNITS:	5	PCT. COST RECOVERY:	99.26%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Actual amount for employee's time at fully burdened hrly rate + materials charges + equipment charges.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ELECTRIC SERVICE INSTALLATION				REFERENCE NO. S-064		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ELECTRIC	LINE CREW SUPERVISOR		3.00	\$484.95	5	\$2,425
ELECTRIC	MATERIALS COORDINATOR/SVC		3.00	\$212.91	5	\$1,065
ELECTRIC	POWERLINE APPRENTICE		3.00	\$262.11	5	\$1,311
ELECTRIC	POWERLINE TECH		3.00	\$410.16	5	\$2,051
		TYPE SUBTOTAL	12.00	\$1,370.13		\$6,851
		TOTALS	12.00	\$1,370.20		\$6,851

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ELECTRIC SYS CAPACITY FEE		REFERENCE NO. S-064A	
PRIMARY DEPARTMENT Electric Dept.	UNIT OF SERVICE NEW USER	SERVICE RECIPIENT Residential, Commercial, Indus	
DESCRIPTION OF SERVICE PRO RATA SHARE OF NEW USER ON EXISTING SYSTEM			
CURRENT FEE STRUCTURE \$100,000/megawatt (for all customers based on load calculations)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0.00	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$100,000/megawatt (for all customers based on load calculations)			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE ELECTRIC SYS CAPACITY FEE				REFERENCE NO. S-064A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
			0.00	\$0.00	0	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
TOTALS			0.00	\$0.00		\$0

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TEMPORARY ELECTRIC SERVICE		REFERENCE NO. S-065	
PRIMARY DEPARTMENT ELECTRIC	UNIT OF SERVICE REQUEST	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Installation of temporary electric service at the request of a customer.			
CURRENT FEE STRUCTURE \$557 - Existing Building that had a service at one time Other temporary service installations-Actual amount for employee's time at fully burdened hrly rates + material charges			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$448.00	TOTAL REVENUE:	\$8,960
UNIT COST:	\$448.20	TOTAL COST:	\$8,964
UNIT PROFIT (SUBSIDY):	\$(0.20)	TOTAL PROFIT (SUBSIDY):	\$(4)
TOTAL UNITS:	20	PCT. COST RECOVERY:	99.96%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$448- Existing Building that had a service at one time Other temporary service installations-Actual amount for employee's time at fully burdened hrly rates + material charges			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TEMPORARY ELECTRIC SERVICE				REFERENCE NO. S-065		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 20		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ELECTRIC	POWERLINE APPRENTICE		2.00	\$174.74	20	\$3,495
ELECTRIC	POWERLINE TECH	2 H/E Of 2	2.00	\$273.44	20	\$5,469
		TYPE SUBTOTAL	4.00	\$448.18		\$8,964
		TOTALS	4.00	\$448.20		\$8,964

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE BANNER INSTALLATION		REFERENCE NO. S-066	
PRIMARY DEPARTMENT ELECTRIC	UNIT OF SERVICE BANNER	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Installation and removal of a banner across a City Street for a private group.			
CURRENT FEE STRUCTURE \$445 per banner for commercial \$0 for community service			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$448.00	TOTAL REVENUE:	\$1,344
UNIT COST:	\$448.33	TOTAL COST:	\$1,345
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.33)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(1)</div>
TOTAL UNITS:	3	PCT. COST RECOVERY:	99.93%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$448 per banner for commercial \$0 for community service			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE BANNER INSTALLATION				REFERENCE NO. S-066		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 3		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ELECTRIC	POWERLINE APPRENTICE		2.00	\$174.74	3	\$524
ELECTRIC	POWERLINE TECH	2 H/E Of 2	2.00	\$273.44	3	\$820
		TYPE SUBTOTAL	4.00	\$448.18		\$1,345
		TOTALS	4.00	\$448.33		\$1,345

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CEMETERY INTERMENT SERVICES		REFERENCE NO. S-070	
PRIMARY DEPARTMENT CEMETERY	UNIT OF SERVICE INTERMENT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Interment of bodies or ashes at the Needles Riverview Cemetery			
CURRENT FEE STRUCTURE Burials: Adult - \$845 Weekdays Saturday/Holiday - \$1,205 Infant - \$565 Weekdays Saturday/Holiday - \$925 Ashes: Adult - \$315 Weekdays Saturday/Holiday - \$505 Infant - \$315 Weekdays Saturday/Holiday - \$505 Canopy - \$100.00			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$579.29	TOTAL REVENUE:	\$12,165
UNIT COST:	\$585.14	TOTAL COST:	\$12,288
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(5.85)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(123)</div>
TOTAL UNITS:	21	PCT. COST RECOVERY:	99.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Burials: Adult - \$845 Weekdays Saturday/Holiday - \$1,205 Infant - \$565 Weekdays Saturday/Holiday - \$925 Ashes: Adult - \$315 Weekdays Saturday/Holiday - \$505 Infant - \$315 Weekdays Saturday/Holiday - \$505 Canopy - \$100.00			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
CEMETERY INTERMENT SERVICES				S-070		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				21		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
JACK SMITH PARK	MAINT CONSTR. WORKER III		2.00	\$91.02	10	\$910
CEMETERY	MAINT CONSTR. WORKER I	Ash Burial	2.00	\$109.18	10	\$1,092
CEMETERY		Equipment Use	0.00	\$110.88	10	\$1,109
		TYPE SUBTOTAL	4.00	\$311.08		\$3,111
JACK SMITH PARK	MAINT CONSTR. WORKER III	Body Burial	5.50	\$250.31	10	\$2,503
CEMETERY	MAINT CONSTR. WORKER I	Body Burial	5.50	\$300.25	10	\$3,003
CEMETERY		Equipment Use	0.00	\$304.92	10	\$3,049
		TYPE SUBTOTAL	11.00	\$855.48		\$8,555
JACK SMITH PARK	MAINT CONSTR. WORKER III	Infant Burial	4.00	\$182.04	1	\$182
CEMETERY	MAINT CONSTR. WORKER I	Infant Burial	4.00	\$218.36	1	\$218
CEMETERY		Equipment Use	0.00	\$221.76	1	\$222
		TYPE SUBTOTAL	8.00	\$622.16		\$622
TOTALS			23.00	\$585.14		\$12,288

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CEMETERY DIS-INTERMENT SERVICES		REFERENCE NO. S-071	
PRIMARY DEPARTMENT CEMETERY	UNIT OF SERVICE DIS-INTERMENT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Disinterment of a body on request.			
CURRENT FEE STRUCTURE Adult - \$1,175 Infant - \$965			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$3,160.00	TOTAL REVENUE:	\$3,160
UNIT COST:	\$3,183.00	TOTAL COST:	\$3,183
UNIT PROFIT (SUBSIDY):	<hr/> \$(23.00)	TOTAL PROFIT (SUBSIDY):	<hr/> \$(23)
TOTAL UNITS:	1	PCT. COST RECOVERY:	99.28%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Adult - \$1,175 Infant - \$965			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
CEMETERY DIS-INTERMENT SERVICES				S-071		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
JACK SMITH PARK	MAINT CONSTR. WORKER III	Adult	6.00	\$273.06	1	\$273
CEMETERY	MAINT CONSTR. WORKER I	Adult	6.00	\$327.54	1	\$328
CEMETERY	COMMUNITY SERVICES MANAGE		6.00	\$620.64	1	\$621
TYPE SUBTOTAL			18.00	\$1,221.24		\$1,221
JACK SMITH PARK	MAINT CONSTR. WORKER III	Infant	6.00	\$273.06	1	\$273
CEMETERY	MAINT CONSTR. WORKER I	Infant	6.00	\$327.54	1	\$328
CEMETERY	COMMUNITY SERVICES MANAGE		6.00	\$620.64	1	\$621
TYPE SUBTOTAL			18.00	\$1,221.24		\$1,221
CEMETERY	MAINT CONSTR. WORKER I	Ash	2.00	\$109.18	1	\$109
WATER	COMMUNITY SERVICES MANAGE		6.00	\$630.96	1	\$631
TYPE SUBTOTAL			8.00	\$740.14		\$740
TOTALS			44.00	\$3,183.00		\$3,183

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CEMETERY MARKER SETTING		REFERENCE NO. S-072	
PRIMARY DEPARTMENT CEMETERY	UNIT OF SERVICE MARKER	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Installation of a cemetery marker.			
CURRENT FEE STRUCTURE Without Border, Single Marker - \$210 Without Border, Double Marker - \$230 Without Border, Single Upright Marker - \$710 Without Border, Double Upright Marker - \$730			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$264.67	TOTAL REVENUE:	\$7,940
UNIT COST:	\$266.87	TOTAL COST:	\$8,006
UNIT PROFIT (SUBSIDY):	<hr/> \$(2.20)	TOTAL PROFIT (SUBSIDY):	<hr/> \$(66)
TOTAL UNITS:	30	PCT. COST RECOVERY:	99.18%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Without Border, Single Marker - \$210 Without Border, Double Marker - \$230 Without Border, Single Upright Marker - \$710 Without Border, Double Upright Marker - \$730			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE				REFERENCE NO.		
CEMETERY MARKER SETTING				S-072		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				30		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
JACK SMITH PARK	MAINT CONSTR. WORKER III	W/O Border-Flat-Sing	1.50	\$68.27	20	\$1,365
CEMETERY	MAINT CONSTR. WORKER I	W/O Border-Flat-Sing	1.50	\$81.89	20	\$1,638
WATER	COMMUNITY SERVICES MANAGE		0.50	\$52.58	20	\$1,052
TYPE SUBTOTAL			3.50	\$202.74		\$4,055
JACK SMITH PARK	MAINT CONSTR. WORKER III	W/O Border-Flat-Dble	2.00	\$91.02	7	\$637
CEMETERY	MAINT CONSTR. WORKER I	W/O Border-Flat-Dble	2.00	\$109.18	7	\$764
WATER	COMMUNITY SERVICES MANAGE		0.50	\$52.58	7	\$368
TYPE SUBTOTAL			4.50	\$252.78		\$1,769
JACK SMITH PARK	MAINT CONSTR. WORKER III	Upright Marker	4.00	\$182.04	3	\$546
CEMETERY	MAINT CONSTR. WORKER I	Upright Marker	4.00	\$218.36	3	\$655
CEMETERY		Equipment Use	0.00	\$221.76	3	\$665
WATER	COMMUNITY SERVICES MANAGE		1.00	\$105.16	3	\$315
TYPE SUBTOTAL			9.00	\$727.32		\$2,182
TOTALS			17.00	\$266.87		\$8,006

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE MARKER CLEANING		REFERENCE NO. S-072A	
PRIMARY DEPARTMENT CEMETERY	UNIT OF SERVICE MARKER	SERVICE RECIPIENT RESIDENT/NONRESIDENT	
DESCRIPTION OF SERVICE CLEANING MARKER UPON REQUEST			
CURRENT FEE STRUCTURE \$50			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$50.00		TOTAL REVENUE: \$50	
UNIT COST: \$54.00		TOTAL COST: \$54	
UNIT PROFIT (SUBSIDY): <u>\$(4.00)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(4)</u>	
TOTAL UNITS: 1		PCT. COST RECOVERY: 92.59%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$50			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE MARKER CLEANING				REFERENCE NO. S-072A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CEMETERY	MAINT CONSTR. WORKER I		0.50	\$27.30	1	\$27
WATER	COMMUNITY SERVICES MANAGE		0.25	\$26.29	1	\$26
		TYPE SUBTOTAL	0.75	\$53.59		\$54
		TOTALS	0.75	\$54.00		\$54

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE INSTALL VASE		REFERENCE NO. S-072B	
PRIMARY DEPARTMENT CEMETERY	UNIT OF SERVICE VASE	SERVICE RECIPIENT RESIDENT/NONRESIDENT	
DESCRIPTION OF SERVICE INSTALL VASE UPON REQUEST			
CURRENT FEE STRUCTURE Without Border \$140			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$140.00	TOTAL REVENUE:	\$140
UNIT COST:	\$147.00	TOTAL COST:	\$147
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(7.00)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(7)</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	95.24%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Without Border \$140			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE INSTALL VASE				REFERENCE NO. S-072B		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
JACK SMITH PARK	MAINT CONSTR. WORKER III	Without Border	1.50	\$68.27	1	\$68
WATER	COMMUNITY SERVICES MANAGE		0.75	\$78.87	1	\$79
		TYPE SUBTOTAL	2.25	\$147.14		\$147
		TOTALS	2.25	\$147.00		\$147

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE INSTALL PLAQUE		REFERENCE NO. S-072C	
PRIMARY DEPARTMENT CEMETERY	UNIT OF SERVICE PLAQUE	SERVICE RECIPIENT RESIDENT/NONRESIDENT	
DESCRIPTION OF SERVICE INSTALL PLAQUE UPON REQUEST			
CURRENT FEE STRUCTURE Without Border \$145			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$145.00	TOTAL REVENUE:	\$145
UNIT COST:	\$148.00	TOTAL COST:	\$148
UNIT PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$(3.00)	TOTAL PROFIT (SUBSIDY):	<hr style="width: 100%;"/> \$(3)
TOTAL UNITS:	1	PCT. COST RECOVERY:	97.97%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Without Border \$145			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE INSTALL PLAQUE				REFERENCE NO. S-072C		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
JACK SMITH PARK	MAINT CONSTR. WORKER III	Without Border	1.50	\$68.27	1	\$68
CEMETERY	MAINT CONSTR. WORKER I	Without Border	0.50	\$27.30	1	\$27
WATER	COMMUNITY SERVICES MANAGE		0.50	\$52.58	1	\$53
		TYPE SUBTOTAL	2.50	\$148.15		\$148
		TOTALS	2.50	\$148.00		\$148

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TRANSFER OF BURIAL RIGHTS		REFERENCE NO. S-073	
PRIMARY DEPARTMENT CEMETERY	UNIT OF SERVICE REQUEST	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Transfer of a burial plot from one party to another.			
CURRENT FEE STRUCTURE \$120 Per Request			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$120.00	TOTAL REVENUE:	\$240
UNIT COST:	\$129.50	TOTAL COST:	\$259
UNIT PROFIT (SUBSIDY):	\$(9.50)	TOTAL PROFIT (SUBSIDY):	\$(19)
TOTAL UNITS:	2	PCT. COST RECOVERY:	92.66%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$120 Per Request			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TRANSFER OF BURIAL RIGHTS				REFERENCE NO. S-073		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CEMETERY	COMMUNITY SERVICES MANAGE		1.25	\$129.30	2	\$259
		TYPE SUBTOTAL	1.25	\$129.30		\$259
		TOTALS	1.25	\$129.50		\$259

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CEMETERY MAINTENANCE/LOT PURCHASE		REFERENCE NO. S-074	
PRIMARY DEPARTMENT CEMETERY	UNIT OF SERVICE N/A	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE General maintenance of the Needles Riverview Cemetery and buildings, and processing of paperwork for purchase of the lot.			
CURRENT FEE STRUCTURE Lot Purchases Burial: (Includes \$200 to endowment Care Fund) Adult - \$2,610 Infant - \$1,650 Lot Purchases Ashes: (Includes \$200 to Endowment Care Fund) Adult - \$1,668 Infant - \$1,668			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,843.60	TOTAL REVENUE:	\$27,654
UNIT COST:	\$11,699.27	TOTAL COST:	\$175,489
UNIT PROFIT (SUBSIDY):	\$(9,855.67)	TOTAL PROFIT (SUBSIDY):	\$(147,835)
TOTAL UNITS:	15	PCT. COST RECOVERY:	15.76%
SUGGESTED FEE FOR COST RECOVERY OF: 16% Lot Purchases Burial: (Includes \$200 to endowment Care Fund) Adult - \$2,610 Infant - \$1,650 Lot Purchases Ashes: (Includes \$200 to Endowment Care Fund) Adult - \$1,668 Infant - \$1,668			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CEMETERY MAINTENANCE/LOT PURCHASE				REFERENCE NO. S-074		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 15		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
JACK SMITH PARK	MAINT CONSTR. WORKER III		22.35	\$1,017.00	15	\$15,255
CEMETERY	MAINT CONSTR. WORKER I		90.56	\$4,943.67	15	\$74,155
CEMETERY	CEMETERY OT		2.91	\$140.18	15	\$2,103
CEMETERY	PARK SUPERINTENDENT	5% Of Total	5.59	\$599.06	15	\$8,986
CEMETERY	COMMUNITY SERVICES MANAGER	Remainder	4.62	\$477.89	15	\$7,168
CEMETERY		Various Accounts	0.00	\$4,521.47	15	\$67,822
		TYPE SUBTOTAL	126.03	\$11,699.27		\$175,489
TOTALS			126.03	\$11,699.27		\$175,489

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE STREET SWEEPING		REFERENCE NO. S-075	
PRIMARY DEPARTMENT STREETS	UNIT OF SERVICE N/A	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Providing street sweeping services to the City.			
CURRENT FEE STRUCTURE These costs can be recovered as part of a Prop. 218 Assessment District or as part of the Refuse bill.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$36,793.00	TOTAL COST:	\$36,793
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(36,793.00)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(36,793)</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% These costs can be recovered as part of a Prop. 218 Assessment District or as part of the Refuse bill.			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE STREET SWEEPING				REFERENCE NO. S-075		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
SANITATION	EQUIPMENT OPERATOR IV	1 Day/Week	335.20	\$29,343.41	1	\$29,343
SANITATION		Sweeper Expenses	0.00	\$7,450.00	1	\$7,450
		TYPE SUBTOTAL	335.20	\$36,793.41		\$36,793
TOTALS			335.20	\$36,793.00		\$36,793

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE DAMAGE TO CITY PROPERTY REPAIR		REFERENCE NO. S-076	
PRIMARY DEPARTMENT STREETS	UNIT OF SERVICE INCIDENT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Repairing damage to City property.			
CURRENT FEE STRUCTURE Actual amount for employee's time at fully burdened hourly rate + cost of materials			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0.00</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$0</div>
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Actual amount for employee's time at fully burdened hourly rate + cost of materials			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE DAMAGE TO CITY PROPERTY REPAIR				REFERENCE NO. S-076		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
			0.00	\$0.00	0	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
TOTALS			0.00	\$0.00		\$0

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE NEW BUSINESS LICENSE APP. REV./ENF.		REFERENCE NO. S-077	
PRIMARY DEPARTMENT CUSTOMER SERVICE	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review and process new business license applications.			
CURRENT FEE STRUCTURE \$34 Processing Fee			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$43.00	TOTAL REVENUE:	\$860
UNIT COST:	\$43.55	TOTAL COST:	\$871
UNIT PROFIT (SUBSIDY):	\$(0.55)	TOTAL PROFIT (SUBSIDY):	\$(11)
TOTAL UNITS:	20	PCT. COST RECOVERY:	98.74%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$43 Processing Fee + CA fee + license fee per Chapter 12 of the City code			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE NEW BUSINESS LICENSE APP. REV./ENF.				REFERENCE NO. S-077		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 20		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
	CUST SVC/UTIL BUS OF BUSINESS OFFICE/MIS MANAG		0.25	\$18.21	20	\$364
	CUST SVC/UTIL BUS OF CUSTOMER SERVICE REP. I		0.25	\$11.35	20	\$227
	CUST SVC/UTIL BUS OF CUSTOMER SERVICE REP. II		0.25	\$13.97	20	\$279
		TYPE SUBTOTAL	0.75	\$43.53		\$871
		TOTALS	0.75	\$43.55		\$871

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE BUSINESS LICENSE RENEWAL		REFERENCE NO. S-078	
PRIMARY DEPARTMENT CUSTOMER SERVICE	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Processing renewal of business licenses.			
CURRENT FEE STRUCTURE \$23 Processing Fee			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$29.00	TOTAL REVENUE:	\$11,600
UNIT COST:	\$29.60	TOTAL COST:	\$11,840
UNIT PROFIT (SUBSIDY):	\$(0.60)	TOTAL PROFIT (SUBSIDY):	\$(240)
TOTAL UNITS:	400	PCT. COST RECOVERY:	97.97%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$29 Processing Fee + CA fee + license fee per Chapter 12 of City code			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE BUSINESS LICENSE RENEWAL					REFERENCE NO. S-078	
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 400	
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CUST SVC/UTIL BUS OF BUSINESS OFFICE/MIS MANAG			0.17	\$12.38	400	\$4,952
CUST SVC/UTIL BUS OF CUSTOMER SERVICE REP. I			0.17	\$7.72	400	\$3,088
CUST SVC/UTIL BUS OF CUSTOMER SERVICE REP. II			0.17	\$9.50	400	\$3,800
		TYPE SUBTOTAL	0.51	\$29.60		\$11,840
		TOTALS	0.51	\$29.60		\$11,840

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE NEW UTILITY ESTABLISHMENT		REFERENCE NO. S-079	
PRIMARY DEPARTMENT CUSTOMER SERVICE	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Processing a new utility account			
CURRENT FEE STRUCTURE \$35 for all 3 utilities Elec \$15 Water \$10 Wastewater \$10			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$85.00	TOTAL REVENUE:	\$51,000
UNIT COST:	\$86.13	TOTAL COST:	\$51,678
UNIT PROFIT (SUBSIDY):	\$(1.13)	TOTAL PROFIT (SUBSIDY):	\$(678)
TOTAL UNITS:	600	PCT. COST RECOVERY:	98.69%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$85 for all 3 utilities Elec \$35 Water \$25 Wastewater \$25			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE NEW UTILITY ESTABLISHMENT				REFERENCE NO. S-079		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 600		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CUST SVC/UTIL BUS OF CUSTOMER SERVICE REP. I			0.50	\$22.70	600	\$13,620
CUST SVC/UTIL BUS OF CUSTOMER SERVICE REP. II			0.50	\$27.94	600	\$16,764
ELECTRIC	MATERIALS COORDINATOR/SVC		0.50	\$35.49	600	\$21,294
		TYPE SUBTOTAL	1.50	\$86.13		\$51,678
		TOTALS	1.50	\$86.13		\$51,678

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE DELINQUENT UTILITY TURN OFF/ON		REFERENCE NO. S-080	
PRIMARY DEPARTMENT CUSTOMER SERVICE	UNIT OF SERVICE TURN OFF/ON	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Processing delinquent utility bills as well as delinquent turn offs.			
CURRENT FEE STRUCTURE Collection Fee \$12.50 for each utility Re-establishment fee \$16.50 for each utility			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$94.50	TOTAL REVENUE:	\$51,975
UNIT COST:	\$126.05	TOTAL COST:	\$69,328
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(31.55)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(17,353)</div>
TOTAL UNITS:	550	PCT. COST RECOVERY:	74.97%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Collection Fee \$15.00 for each utility Re-establishment fee \$25.00 for each utility			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE DELINQUENT UTILITY TURN OFF/ON				REFERENCE NO. S-080		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 550		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CUST SVC/UTIL BUS OF BUSINESS OFFICE/MIS MANAG	Notices/Turn Offs		1.00	\$72.82	550	\$40,051
ELECTRIC	MATERIALS COORDINATOR/SVC		0.75	\$53.23	550	\$29,277
		TYPE SUBTOTAL	1.75	\$126.05		\$69,328
		TOTALS	1.75	\$126.05		\$69,328

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE TEMPORARY UTILITY TURN OFF/ON		REFERENCE NO. S-081	
PRIMARY DEPARTMENT CUSTOMER SERVICE	UNIT OF SERVICE REQUEST	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Temporary turn off and on of a utility at the request of the customer.			
CURRENT FEE STRUCTURE \$45 (Start with \$20, increase in \$10 increments)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$35.00	TOTAL REVENUE:	\$4,200
UNIT COST:	\$73.49	TOTAL COST:	\$8,819
UNIT PROFIT (SUBSIDY):	\$(38.49)	TOTAL PROFIT (SUBSIDY):	\$(4,619)
TOTAL UNITS:	120	PCT. COST RECOVERY:	47.62%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Electric \$15 1st request increase \$10 per request Sewer \$10 1st request increase \$10 per request Water \$10 1st request increase \$10 per request			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE TEMPORARY UTILITY TURN OFF/ON				REFERENCE NO. S-081		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 120		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
WATER	WATER FOREPERSON		0.67	\$73.49	120	\$8,819
		TYPE SUBTOTAL	0.67	\$73.49		\$8,819
		TOTALS	0.67	\$73.49		\$8,819

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE RETURNED CHECK PROCESSING		REFERENCE NO. S-082	
PRIMARY DEPARTMENT FINANCE	UNIT OF SERVICE NSF CHECK	SERVICE RECIPIENT Resident/Non-Resident/Business	
DESCRIPTION OF SERVICE Process checks returned for non-sufficient funds.			
CURRENT FEE STRUCTURE \$25 per NSF Check for First Check \$30 per NSF Check for Each Check thereafter This fee is limited by State Civil Code.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$25.00	TOTAL REVENUE:	\$750
UNIT COST:	\$25.63	TOTAL COST:	\$769
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black;">\$(0.63)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black;">\$(19)</div>
TOTAL UNITS:	30	PCT. COST RECOVERY:	97.53%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$25 per NSF Check for First Check \$35 per NSF Check for Each Check thereafter This fee is limited by State Civil Code.			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE RETURNED CHECK PROCESSING				REFERENCE NO. S-082		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 30		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FINANCE	HUMAN RESOURCE SPECIALIST		0.10	\$7.74	30	\$232
FINANCE	FINANCE ASSISTANT		0.10	\$8.40	30	\$252
CUST SVC/UTIL BUS OF CUSTOMER SERVICE REP. II			0.17	\$9.50	30	\$285
TYPE SUBTOTAL			0.37	\$25.64		\$769
TOTALS			0.37	\$25.63		\$769

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE DOCUMENT PHOTOCOPIES		REFERENCE NO. S-083	
PRIMARY DEPARTMENT CITY CLERK	UNIT OF SERVICE COPY	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Staff time spent making copies of City documents, maps or publications.			
CURRENT FEE STRUCTURE \$0.35 First Page \$0.12 Each Additional Page			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.08	TOTAL REVENUE:	\$38
UNIT COST:	\$0.08	TOTAL COST:	\$38
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	500	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$0.13 First Page \$0.07 Each Additional Page			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE DOCUMENT PHOTOCOPIES				REFERENCE NO. S-083		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 500		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
MAYOR/COUNCIL/CLER		Copy Machine Use	0.00	\$0.03	50	\$2
MAYOR/COUNCIL/CLER		Employee Time 1st Pg	0.00	\$0.09	50	\$5
MAYOR/COUNCIL/CLER		Paper	0.00	\$0.01	50	\$1
		TYPE SUBTOTAL	0.00	\$0.13		\$7
MAYOR/COUNCIL/CLER		Copy Machine Use	0.00	\$0.03	450	\$14
MAYOR/COUNCIL/CLER		Employee Time 2nd Pg	0.00	\$0.03	450	\$14
MAYOR/COUNCIL/CLER		Paper	0.00	\$0.01	450	\$5
		TYPE SUBTOTAL	0.00	\$0.07		\$32
TOTALS			0.00	\$0.08		\$38

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE DOCUMENT CERTIFICATION		REFERENCE NO. S-084	
PRIMARY DEPARTMENT CITY CLERK	UNIT OF SERVICE DOCUMENT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Certify the authenticity of a City document.			
CURRENT FEE STRUCTURE \$4 Per Document			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$18.00	TOTAL REVENUE:	\$36
UNIT COST:	\$18.00	TOTAL COST:	\$36
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;"> \$0.00 </div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;"> \$0 </div>
TOTAL UNITS:	2	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$18 Per Document			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE DOCUMENT CERTIFICATION				REFERENCE NO. S-084		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
MAYOR/COUNCIL/CLER	CITY CLERK		0.16	\$18.20	2	\$36
MAYOR/COUNCIL/CLER		Paper	0.00	\$0.01	2	\$0
		TYPE SUBTOTAL	0.16	\$18.21		\$36
TOTALS			0.16	\$18.00		\$36

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE ELECTRONIC MEETING COPIES		REFERENCE NO. S-085	
PRIMARY DEPARTMENT CITY CLERK	UNIT OF SERVICE USB	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Provide electronic copy of meeting on request. Customer provides USB drive for copy.			
CURRENT FEE STRUCTURE \$12.50 Customer required to provide mediam for copy, ex USB			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$28.00	TOTAL REVENUE:	\$280
UNIT COST:	\$28.40	TOTAL COST:	\$284
UNIT PROFIT (SUBSIDY):	\$(0.40)	TOTAL PROFIT (SUBSIDY):	\$(4)
TOTAL UNITS:	10	PCT. COST RECOVERY:	98.59%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$28.00 Customer required to provide mediam for copy, ex USB			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE ELECTRONIC MEETING COPIES				REFERENCE NO. S-085		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
MAYOR/COUNCIL/CLER	CITY CLERK	Cust. Provides USB	0.25	\$28.44	10	\$284
		TYPE SUBTOTAL	0.25	\$28.44		\$284
		TOTALS	0.25	\$28.40		\$284

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE CANDIDATE FILING PROCESSING		REFERENCE NO. S-086	
PRIMARY DEPARTMENT CITY CLERK	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Resident	
DESCRIPTION OF SERVICE Processing and filing of candidate nomination papers			
CURRENT FEE STRUCTURE \$25 Per Application Fee is set by State Law			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$25.00	TOTAL REVENUE:	\$250
UNIT COST:	\$227.50	TOTAL COST:	\$2,275
UNIT PROFIT (SUBSIDY):	\$(202.50)	TOTAL PROFIT (SUBSIDY):	\$(2,025)
TOTAL UNITS:	10	PCT. COST RECOVERY:	10.99%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$25 Per Application Fee is set by State Law			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE CANDIDATE FILING PROCESSING				REFERENCE NO. S-086		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
MAYOR/COUNCIL/CLER	CITY CLERK		2.00	\$227.50	10	\$2,275
		TYPE SUBTOTAL	2.00	\$227.50		\$2,275
		TOTALS	2.00	\$227.50		\$2,275

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE AFTER HR UTILITY CALL OUT		REFERENCE NO. S-087	
PRIMARY DEPARTMENT ALL UTILITIES	UNIT OF SERVICE CALL OUT	SERVICE RECIPIENT RESIDENTIAL/BUSINESS	
DESCRIPTION OF SERVICE RESPONSE TO AFTER HOURS CUSTOMER REQUEST FOR UTILITY SERVICES, PROBLEMS OR ISSUES DETERMINED TO BE ON CUSTOMER'S SIDE.			
CURRENT FEE STRUCTURE \$110 per call-out, excluding a one-time temporary turn off per customer/location as defined in the terms & conditions			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$260.00	TOTAL REVENUE:	\$3,120
UNIT COST:	\$651.58	TOTAL COST:	\$7,819
UNIT PROFIT (SUBSIDY):	\$(391.58)	TOTAL PROFIT (SUBSIDY):	\$(4,699)
TOTAL UNITS:	12	PCT. COST RECOVERY:	39.90%
SUGGESTED FEE FOR COST RECOVERY OF: 40% \$260 minimum per call-out, excluding a one-time temporary turn off per customer/location as defined in the terms & conditions. Billed at employee's time at fully burdened hrly rate + materials.			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE AFTER HR UTILITY CALL OUT				REFERENCE NO. S-087		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 12		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
WATER	WATER FOREPERSON		2.00	\$219.38	12	\$2,633
SEWER	TECH I WWTP		2.00	\$158.74	12	\$1,905
ELECTRIC	POWERLINE TECH		2.00	\$273.44	12	\$3,281
		TYPE SUBTOTAL	6.00	\$651.56		\$7,819
		TOTALS	6.00	\$651.58		\$7,819

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE METER TAMPERING/THEFT OF UTILITY		REFERENCE NO. S-088	
PRIMARY DEPARTMENT WATER & ELECTRIC	UNIT OF SERVICE OCCURANCE	SERVICE RECIPIENT RESIDENTIAL/BUSINESS	
DESCRIPTION OF SERVICE TAMPERING WITH METER IN ANYWAY TO RECEIVE SERVICES WITHOUT PAYING FOR THEM.			
CURRENT FEE STRUCTURE Charge will be based on total annual consumption (12 mo period) divided by 12 mo x 2 mo (average 2 mo consumption) + \$500 deposit + employee's time at fully burdened hrly rate + meter & materials			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$110.00	TOTAL COST:	\$110
UNIT PROFIT (SUBSIDY):	<hr/> \$(110.00)	TOTAL PROFIT (SUBSIDY):	<hr/> \$(110)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Charge will be based on total annual consumption (12 mo period) divided by 12 mo x 2 mo (average 2 mo consumption) + \$500 deposit + employee's time at fully burdened hrly rate + meter & materials			

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE METER TAMPERING/THEFT OF UTILITY				REFERENCE NO. S-088		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
WATER	WATER FOREPERSON		1.00	\$109.69	1	\$110
ELECTRIC	POWERLINE APPRENTICE		0.00	\$0.00	1	\$0
		TYPE SUBTOTAL	1.00	\$109.69		\$110
		TOTALS	1.00	\$110.00		\$110

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE REGULATORY PERMIT SETUP		REFERENCE NO. S-090	
PRIMARY DEPARTMENT CODE/PLANNING	UNIT OF SERVICE	SERVICE RECIPIENT	
DESCRIPTION OF SERVICE Regulatory Permit Setup			
CURRENT FEE STRUCTURE			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$362.75	TOTAL REVENUE:	\$5,804
UNIT COST:	\$363.13	TOTAL COST:	\$5,810
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.38)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(6)</div>
TOTAL UNITS:	16	PCT. COST RECOVERY:	99.90%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$320 - < 10K Facility \$396 - > 10K Facility			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE REGULATORY PERMIT SETUP				REFERENCE NO. S-090		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 16		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CODE ENFORCEMENT	ASSOCIATE PLANNER	<10 K Facility	1.00	\$92.94	7	\$651
CODE ENFORCEMENT	CODE ENFORCEMENT OFFICER	<10 K Facility	3.00	\$227.52	7	\$1,593
TYPE SUBTOTAL			4.00	\$320.46		\$2,243
CODE ENFORCEMENT	ASSOCIATE PLANNER	> 10K Facility	1.00	\$92.94	9	\$836
CODE ENFORCEMENT	CODE ENFORCEMENT OFFICER	> 10K Facility	4.00	\$303.36	9	\$2,730
TYPE SUBTOTAL			5.00	\$396.30		\$3,567
TOTALS			9.00	\$363.13		\$5,810

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE REGULATORY PERMIT RENEWAL		REFERENCE NO. S-091	
PRIMARY DEPARTMENT CODE/PLANNING	UNIT OF SERVICE	SERVICE RECIPIENT	
DESCRIPTION OF SERVICE Regulatory permit annual renewal			
CURRENT FEE STRUCTURE \$4,961.27			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$7,543.94	TOTAL REVENUE:	\$233,862
UNIT COST:	\$7,544.10	TOTAL COST:	\$233,867
UNIT PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(0.16)</div>	TOTAL PROFIT (SUBSIDY):	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$(5)</div>
TOTAL UNITS:	31	PCT. COST RECOVERY:	100.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$7,074 - < 10K Facility \$8,895 - > 10K Facility			

**CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE REGULATORY PERMIT RENEWAL				REFERENCE NO. S-091		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 31		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FINANCE A		Cannabis Audits	0.00	\$5,161.29	23	\$118,710
CODE ENFORCEMENT	ASSOCIATE PLANNER	< 10K Facility	1.00	\$92.94	23	\$2,138
CODE ENFORCEMENT	CODE ENFORCEMENT OFFICER	< 10K Facility	24.00	\$1,820.16	23	\$41,864
		TYPE SUBTOTAL	25.00	\$7,074.39		\$162,711
FINANCE A		Cannabis Audits	0.00	\$5,161.29	8	\$41,290
CODE ENFORCEMENT	ASSOCIATE PLANNER		1.00	\$92.94	8	\$744
CODE ENFORCEMENT	CODE ENFORCEMENT OFFICER	> 10K Facility	48.00	\$3,640.32	8	\$29,123
		TYPE SUBTOTAL	49.00	\$8,894.55		\$71,156
TOTALS			74.00	\$7,544.10		\$233,867

CITY OF NEEDLES, CALIFORNIA
COST DETAIL WORKSHEET
FISCAL YEAR 2021-2022

SERVICE SHORT TERM RENTAL PERMIT FEE				REFERENCE NO. S-094		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 51		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CODE ENFORCEMENT	SR CODE ENFORCMENT OFCR		1.50	\$149.16	51	\$7,607
BUILDING & SAFETY	BUILDING OFFICIAL		1.50	\$359.85	51	\$18,352
CUST SVC/UTIL BUS OF CUSTOMER SERVICE REP. II			0.50	\$27.94	51	\$1,425
		TYPE SUBTOTAL	3.50	\$536.95		\$27,384
		TOTALS	3.50	\$536.94		\$27,384

**CITY OF NEEDLES, CALIFORNIA
REVENUE AND COST SUMMARY WORKSHEET
FISCAL YEAR 2021-2022**

SERVICE SHORT TERM RENTAL PERMIT FEE		REFERENCE NO. S-094	
PRIMARY DEPARTMENT CODE ENFORCEMENT	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT HOMEOWNER	
DESCRIPTION OF SERVICE Inspection and permitting of short term rentals			
CURRENT FEE STRUCTURE			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$536.00	TOTAL REVENUE:	\$27,336
UNIT COST:	\$536.94	TOTAL COST:	\$27,384
UNIT PROFIT (SUBSIDY):	\$(0.94)	TOTAL PROFIT (SUBSIDY):	\$(48)
TOTAL UNITS:	51	PCT. COST RECOVERY:	99.82%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$536 per application			



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: NOVEMBER 08, 2022

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE**, the Warrants Register through NOVEMBER 08, 2022.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: 

Date: 11/9/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR OCTOBER 21 2022**

FUND 101	GENERAL FUND	\$ 12,119.04	FUND AMT.	21-Oct	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ 17,829.40	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 1,279.14		\$ 65,893.23	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ 5,986.92		\$ 183,102.08	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 2,065.98		\$ 67,516.34	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 375.13		\$ 68,549.59	\$ 373,159.00
101.1040.417	ENGINEERING	\$ 4,830.11		\$ 78,037.90	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 16,180.93	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ -		\$ 15,784.97	\$ 59,457.00
101.2010.421	SHERIFF	\$ -		\$ 1,170,800.71	\$ 3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 50.00		\$ 60,586.71	\$ 233,027.00
101.2025.424	BULDING & SAFETY	\$ 3,363.69		\$ 102,235.22	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 5,635.95		\$ 215,995.11	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 3,034.97		\$ 286,546.61	\$ 849,743.00
101.4730.472	SANITATION	\$ 207.81		\$ 55,138.00	\$ 166,600.00
101.5770.452.	AQUATICS	\$ -		\$ 75,775.08	\$ 194,192.00
101.5772.452	PARKS	\$ 7,169.66		\$ 171,978.20	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ 712.85		\$ 41,341.98	\$ 107,923.00
101.5774.452	RECREATION	\$ 1,333.13		\$ 78,793.32	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 48,164.38		\$ 9,505,479.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 13,170.04	\$ 4,974,221.00
FUND 205	CDBG		\$ -	\$ 2,632.00	\$ 42,692.00
FUND 206	CEMETERY		\$ 2,299.77	\$ 48,864.19	\$ 202,270.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 221,347.00	\$ 311,377.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 51,276.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ -	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 68,115.94	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 2,786.10	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 184,926.87	\$ 3,899,640.00
FUND 239	CA CONSERV RECYCLING GRANT		\$ -	\$ 442.60	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY		\$ 708.04	\$ 17,228.19	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 13,356.25	\$ 300,000.00
FUND 501	NPUA		\$ -	\$ 797,373.71	\$ 2,601,074.00
FUND 502	WATER DEPARTMENT		\$ 6,483.32	\$ 552,504.94	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT		\$ 4,055.24	\$ 301,906.55	\$ 1,241,325.00
FUND 505	SANITATION		\$ -	\$ 288,287.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 439.40	\$ 31,346.39	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 295.96		\$ 161,256.11	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 3,591.20		\$ 71,719.31	\$ 370,454.00
FUND 507	GOLF FUND TOTAL		\$ 3,887.16		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 2,084.79	\$ 113,829.23	\$ 455,807.00
FUND 509	MIS		\$ (270.00)	\$ 63,441.59	\$ 257,370.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 41,278.05	\$ 414,950.00
FUND 511	FLEET MANAGEMENT		\$ 1,680.55	\$ 77,686.91	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 10,279.39	\$ 10,279.39
FUND 520	SR DIAL A RIDE		\$ -	\$ 127,718.86	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 4,843.20	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 124,657.54	\$ 614,438.00
FUND 580	ELECTRIC		\$ 19,949.91	\$ 5,788,338.23	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 509,632.67	\$ 1,024,359.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 34,383.00	\$ 3,799,561.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 89,482.56	\$ 12,496,713.93	\$ 49,396,980.39

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

Rick Daniels, City Manager

Date

Sylvia Miledi, Director of Finance

Date

Kippy Foulson, City Treasurer

Date

PREPARED 10/20/2022, 7:43:46

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 04/2023

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16611	3709	00	ADRIAN CHAVEZ	10/21/2022	50.00	.00
16612	3688	00	ALBERT PONCE	10/21/2022	50.00	.00
16613	3897	00	BENEBLOC, LLC	10/21/2022	439.18	.00
16614	4022	00	BENEFIT COORDINATORS CORPORATION	10/21/2022	3,360.60	.00
16615	3870	00	BRYAN HICKSTEIN	10/21/2022	50.00	.00
16616	2931	00	DALE JONES	10/21/2022	50.00	.00
16617	322	00	FRANK VALENZUELA JR.	10/21/2022	50.00	.00
16618	1305	00	GREAT WEST LIFE	10/21/2022	5,517.00	.00
16619	3634	00	GREAT-WEST LIFE & ANNUITY	10/21/2022	986.20	.00
16620	4000	00	JARROD DELEON	10/21/2022	544.62	.00
16621	2879	00	JENNIFER VALENZUELA	10/21/2022	50.00	.00
16622	638	00	JESSE FRAGOSO	10/21/2022	50.00	.00
16623	325	00	JIM WILLIS	10/21/2022	50.00	.00
16624	3978	00	JOSE SANCHEZ	10/21/2022	50.00	.00
16625	2222	00	JUSTIN SCOTT	10/21/2022	50.00	.00
16626	3512	00	KIMBERLY MITCHELL	10/21/2022	50.00	.00
16627	3889	00	MICHAEL WILLIS	10/21/2022	50.00	.00
16628	4065	00	NATALIE MARIE PARKER	10/21/2022	2,500.00	.00
16629	3767	00	PATRICK MARTINEZ	10/21/2022	50.00	.00
16630	3654	00	RAINIE TORRANCE	10/21/2022	50.00	.00
16631	3953	00	RONNY SOMMERS	10/21/2022	50.00	.00
16632	1199	00	SBPEA TEAMSTERS LOCAL 1932	10/21/2022	1,004.91	.00
16633	1199	00	SBPEA TEAMSTERS LOCAL 1932	10/21/2022	467.25	.00
16634	3242	00	SDRMA	10/21/2022	74,015.80	.00
16635	3851	00	SY FOLEY	10/21/2022	377.00	.00
16636	3432	00	SYLVIA MILEDI	10/21/2022	50.00	.00
16637	3622	00	TAYLOR MILLER	10/21/2022	50.00	.00
16638	2744	00	THOMAS DELEON	10/21/2022	50.00	.00
16639	2817	00	TONY RUBALCABA	10/21/2022	50.00	.00
16640	3695	00	VINCE GARZA	10/21/2022	50.00	.00
NUMBER OF CHECKS				30	GRAND TOTAL	90,212.56

PREPARED 10/20/2022, 7:47:54

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 1
 ACCOUNTING PERIOD 2023/04
 REPORT NUMBER 72

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
16494*	3796	ROUTE 66 BROADBAND LLC	001946		10/11/2022	509-4910-479.52-12	270.00-	
			001949		10/11/2022	101-1030-414.52-10	175.00-	
			001877		10/11/2022	101-3010-431.52-10	200.00-	
			001946		10/11/2022	503-4720-475.52-10	85.00-	
							730.00- *	VOIDED
16611	3709	ADRIAN CHAVEZ	002140		10/21/2022	101-2030-423.52-10	50.00	
							50.00 *	50.00
16612	3688	ALBERT PONCE	002149		10/21/2022	502-4710-471.52-10	50.00	
							50.00 *	50.00
16613	3897	BENEBLOC LLC	002261		10/21/2022	101-0000-209.03-01	266.82	
			002261		10/21/2022	502-0000-209.03-01	71.44	
			002261		10/21/2022	511-0000-209.03-01	86.92	
			002261		10/21/2022	580-0000-209.03-01	14.00	
							439.18 *	439.18
16614	4022	BENEFIT COORDINATORS CORP	002261		10/21/2022	101-1020-413.24-10	69.31	
			002261		10/21/2022	101-1025-415.24-10	308.29	
			002261		10/21/2022	101-1030-414.24-10	142.27	
			002261		10/21/2022	101-1035-416.24-10	81.79	
			002261		10/21/2022	101-1040-417.24-10	103.10	
			002261		10/21/2022	101-2025-424.24-10	92.20	
			002261		10/21/2022	101-2030-423.24-10	299.87	
			002261		10/21/2022	101-3010-431.24-10	159.22	
			002261		10/21/2022	101-4730-472.24-10	10.41	
			002261		10/21/2022	101-5772-452.24-10	280.54	
			002261		10/21/2022	101-5773-452.24-10	45.60	
			002261		10/21/2022	101-5774-452.24-10	82.08	
			002261		10/21/2022	206-5771-452.24-10	126.26	
			002261		10/21/2022	270-4631-463.24-10	36.48	
			002261		10/21/2022	502-4710-471.24-10	264.56	
			002261		10/21/2022	503-4720-475.24-10	157.95	
			002261		10/21/2022	506-4713-477.24-10	18.44	
			002261		10/21/2022	508-4810-478.24-10	286.50	
			002261		10/21/2022	511-3020-432.24-10	62.06	
			002261		10/21/2022	580-4750-473.24-10	733.67	
							3,360.60 *	3,360.60
16615	3870	BRYAN HICKSTEIN	002146		10/21/2022	502-4710-471.52-10	50.00	
							50.00 *	50.00
16616	2931	DALE JONES	002130		10/21/2022	101-1030-414.52-10	50.00	
							50.00 *	50.00
16617	322	FRANK VALENZUELA JR.	002128		10/21/2022	502-4710-471.52-10	50.00	
							50.00 *	50.00
16618	1305	GREAT WEST LIFE & ANNUITY	002257		10/21/2022	101-0000-209.03-01	3,203.00	

PREPARED 10/20/2022, 7:47:54

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 2
 ACCOUNTING PERIOD 2023/04
 REPORT NUMBER 72

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
16618	1305	GREAT WEST LIFE & ANNUITY	002258		10/21/2022	502-0000-209.03-01	310.00	
			002259		10/21/2022	580-0000-209.03-01	2,004.00	
							5,517.00 *	5,517.00
16619	3634	GREAT-WEST LIFE & ANNUITY	002238		10/21/2022	101-0000-209.03-01	43.12	
			002239		10/21/2022	101-0000-209.03-01	194.13	
			002240		10/21/2022	101-0000-209.03-01	24.27	
			002241		10/21/2022	101-0000-209.03-01	213.04	
			002242		10/21/2022	101-0000-209.03-01	46.50	
			002243		10/21/2022	580-0000-209.03-01	174.52	
			002244		10/21/2022	580-0000-209.03-01	60.36	
			002245		10/21/2022	580-0000-209.03-01	53.93	
			002246		10/21/2022	580-0000-209.03-01	127.83	
			002247		10/21/2022	502-0000-209.03-01	48.50	
							986.20 *	986.20
16620	4000	JARROD DELEON	002261		10/21/2022	507-5762-454.61-07	16.74	
			002261		10/21/2022	507-5762-454.61-06	63.70	
			002261		10/21/2022	507-5761-453.63-00	202.41	
			002261		10/21/2022	507-5761-453.43-04	93.55	
			002261		10/21/2022	507-5762-454.60-50	168.22	
							544.62 *	544.62
16621	2879	JENNIFER VALENZUELA	002126		10/21/2022	101-5774-452.52-10	50.00	
							50.00 *	50.00
16622	638	JESSE FRAGOSO	002144		10/21/2022	101-3010-431.52-10	50.00	
							50.00 *	50.00
16623	325	JIM WILLIS	002129		10/21/2022	580-4750-473.52-10	50.00	
							50.00 *	50.00
16624	3978	JOSE SANCHEZ	002141		10/21/2022	502-4710-471.52-10	50.00	
							50.00 *	50.00
16625	2222	JUSTIN SCOTT	002125		10/21/2022	580-4750-473.52-10	50.00	
							50.00 *	50.00
16626	3512	KIMBERLY MITCHELL	006143		10/21/2022	508-4810-478.52-10	50.00	
							50.00 *	50.00
16627	3889	MICHAEL WILLIS	002132		10/21/2022	580-4750-473.52-10	50.00	
							50.00 *	50.00
16628	4065	NATALIE MARIE PARKER	002193		10/21/2022	507-5762-454.43-08	2,500.00	
							2,500.00 *	2,500.00
16629	3767	PATRICK MARTINEZ	002133		10/21/2022	101-2030-423.52-10	12.50	
			002134		10/21/2022	101-2025-424.52-10	12.50	
			002135		10/21/2022	101-1035-416.52-10	12.50	

PREPARED 10/20/2022, 7:47:54

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 4
 ACCOUNTING PERIOD 2023/04
 REPORT NUMBER 72

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
16634	3242	SPECIAL DISTRICT RISK	002261		10/21/2022	511-3020-432.24-10	1,183.24	
			002261		10/21/2022	511-0000-209.03-01	314.38	
			002261		10/21/2022	580-4750-473.24-10	12,938.45	
			002261		10/21/2022	580-0000-209.03-01	3,252.54	
							74,015.80 *	74,015.80
16635	3851	SY FOLEY	002143		10/21/2022	503-4720-475.52-10	50.00	
			002261		10/21/2022	503-4720-475.55-00	327.00	
							377.00 *	377.00
16636	3432	SYLVIA MILEDI	002151		10/21/2022	101-1025-415.52-10	50.00	
							50.00 *	50.00
16637	3622	TAYLOR MILLER	001158		10/21/2022	502-4710-471.52-10	50.00	
							50.00 *	50.00
16638	2744	THOMAS DELEON	002142		10/21/2022	580-4750-473.52-10	50.00	
							50.00 *	50.00
16639	2817	TONY RUBALCABA	002131		10/21/2022	101-2020-423.52-10	50.00	
							50.00 *	50.00
16640	3695	VINCE GARZA	002145		10/21/2022	580-4750-473.52-10	50.00	
							50.00 *	50.00
						BANK/CHECK TOTAL	89,482.56	90,212.56
						ALL BANKS/CHECKS TOTAL	89,482.56	90,212.56

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR OCTOBER 26 2022**

FUND 101	GENERAL FUND	\$	526.89	FUND AMT.	26-Oct	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$	-		\$ 17,829.40	\$ 80,000.00
101.1020.413	CITY MANAGER	\$	-		\$ 66,076.01	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$	-		\$ 184,683.20	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$	1,514.93		\$ 69,058.71	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$	328.43		\$ 81,342.55	\$ 373,159.00
101.1040.417	ENGINEERING	\$	418.88		\$ 78,573.81	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$	-		\$ 16,180.93	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$	172.18		\$ 16,137.75	\$ 59,457.00
101.2010.421	SHERIFF	\$	-		\$ 1,170,800.71	\$ 3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$	173.00		\$ 61,767.30	\$ 233,027.00
101.2025.424	BUILDING & SAFETY	\$	1,233.98		\$ 114,713.20	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$	1,942.47		\$ 218,455.30	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$	27.20		\$ 286,689.97	\$ 849,743.00
101.4730.472	SANITATION	\$	-		\$ 56,723.69	\$ 166,600.00
101.5770.452.	AQUATICS	\$	-		\$ 76,575.71	\$ 194,192.00
101.5772.452	PARKS	\$	-		\$ 177,404.93	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$	-		\$ 42,003.09	\$ 107,923.00
101.5774.452	RECREATION	\$	859.94		\$ 82,701.44	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS			\$ 7,197.90		\$ 9,505,479.00
FUND 102	GEN. FUND CAPITAL PROJECT			\$ -	\$ 13,170.04	\$ 4,974,221.00
FUND 205	CDBG			\$ -	\$ 2,632.00	\$ 42,692.00
FUND 206	CEMETERY			\$ -	\$ 48,864.19	\$ 202,270.00
FUND 208	CALTRANS GRANTS			\$ -	\$ 221,347.00	\$ 311,377.00
FUND 210	SPECIAL GAS TAX			\$ -	\$ 51,276.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL			\$ -	\$ -	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I			\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$ -	\$ 68,115.94	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA			\$ -	\$ 2,786.10	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS			\$ -	\$ 184,926.87	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYLING GRANT			\$ -	\$ 442.60	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY			\$ -	\$ 17,228.19	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.			\$ -	\$ 13,356.25	\$ 300,000.00
FUND 501	NPUA			\$ -	\$ 797,373.71	\$ 2,601,074.00
FUND 502	WATER DEPARTMENT			\$ 571.91	\$ 552,504.94	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT			\$ 470.33	\$ 301,906.55	\$ 1,241,325.00
FUND 505	SANITATION			\$ -	\$ 288,287.69	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.			\$ 14.99	\$ 31,346.39	\$ 1,041,800.00
FUND 507	GOLF FUND	\$	-			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$	-		\$ 161,256.11	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$	-		\$ 71,719.31	\$ 370,454.00
FUND 507	GOLF FUND TOTAL			\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE			\$ 117.43	\$ 114,127.54	\$ 455,807.00
FUND 509	MIS			\$ -	\$ 67,288.42	\$ 257,370.00
FUND 510	ADMIN. FACILITY			\$ -	\$ 46,659.47	\$ 414,950.00
FUND 511	FLEET MANAGEMENT				\$ 80,701.21	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT			\$ -	\$ 10,279.39	\$ 10,279.39
FUND 520	SR DIAL A RIDE			\$ -	\$ 127,718.86	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$ -	\$ 4,843.20	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$ -	\$ 124,657.54	\$ 614,438.00
FUND 580	ELECTRIC			\$ 1,151.98	\$ 5,892,439.61	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC			\$ -	\$ 509,632.67	\$ 1,024,359.00
FUND 582	NPUA CAPITAL WATER			\$ -	\$ 37,465.50	\$ 3,799,561.00
TOTAL	ALL FUNDS & DEPARTMENTS			\$ 9,524.54	\$ 12,662,070.99	\$ 49,396,980.39

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

Rick Daniels, City Manager

Date

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

PREPARED 10/26/2022, 8:16:05

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

 PAGE 1
 ACCOUNTING PERIOD 2023/04
 REPORT NUMBER 73

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
16495*	4058	S-NET COMMUNICATIONS INC.	PI0038		10/11/2022	510-4410-405.52-10	1,592.56- 1,592.56- *	VOIDED
16641	3651	WELLS FARGO	002333		10/26/2022	506-4713-477.61-01	14.99	
			002334		10/26/2022	502-4710-471.31-90	93.60	
			002335		10/26/2022	503-4720-475.61-33	270.01	
			002336		10/26/2022	101-2030-423.31-40	37.42	
			002337		10/26/2022	502-4710-471.61-21	198.27	
			002338		10/26/2022	580-4750-473.55-00	172.54	
			002339		10/26/2022	503-4720-475.55-00	172.54	
			002340		10/26/2022	502-4710-471.55-00	172.54	
			002341		10/26/2022	503-4720-475.52-20	23.95	
			002342		10/26/2022	580-4750-473.61-21	134.70	
			002343		10/26/2022	508-4810-478.61-04	117.43	
			002345		10/26/2022	580-4750-473.60-55	840.90	
			002346		10/26/2022	502-4710-471.31-90	14.99	
			002347		10/26/2022	502-4710-471.60-55	88.68	
			002348		10/26/2022	101-0000-204.06-00	526.89	
			002349		10/26/2022	101-2020-423.61-04	173.00	
			002350		10/26/2022	101-1030-414.56-00	525.00	
			002351		10/26/2022	101-1030-414.55-00	859.65	
			002352		10/26/2022	101-1030-414.61-31	130.28	
			002353		10/26/2022	502-4710-471.52-10	3.83	
			002354		10/26/2022	503-4720-475.52-10	3.83	
			002355		10/26/2022	580-4750-473.52-10	3.84	
			002365		10/26/2022	101-2030-423.55-00	866.95	
			002366		10/26/2022	101-2025-424.61-09	866.55	
			002367		10/26/2022	101-1040-417.61-01	90.45	
			002372		10/26/2022	101-1035-416.55-00	328.43	
			002373		10/26/2022	101-2025-424.55-00	328.43	
			002375		10/26/2022	101-2030-423.31-40	1,038.10	
			002376		10/26/2022	101-2025-424.69-21	39.00	
			002377		10/26/2022	101-1040-417.55-00	328.43	
			002378		10/26/2022	101-1070-410.43-01	172.18	
			002379		10/26/2022	101-3010-431.55-00	27.20	
			002380		10/26/2022	101-5774-452.60-24	826.04	
			002381		10/26/2022	101-5774-452.61-01	33.90	
							9,524.54 *	9,524.54
						BANK/CHECK TOTAL	7,931.98	9,524.54
						ALL BANKS/CHECKS TOTAL	7,931.98	9,524.54

PREPARED 10/26/2022, 8:11:40

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 04/2023

PROGRAM: GM348U

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16641	3651	00	WELLS FARGO	10/26/2022	9,524.54	.00
NUMBER OF CHECKS				1	GRAND TOTAL	9,524.54

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR NOVEMBER 08, 2022**

FUND 101	GENERAL FUND	FUND AMT.	8-Nov	22-23 BUDGET
101.1015.412	CITY ATTORNEY	\$ 1,084.62	\$ 17,829.40	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -	\$ 66,076.01	\$ 219,507.00
101.1025.415	FINANCE DEPT.	\$ 182.78	\$ 184,787.50	\$ 698,085.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 871.22	\$ 69,224.64	\$ 291,344.00
101.1035.416	PLANNING /ZONING	\$ 593.37	\$ 81,750.05	\$ 373,159.00
101.1040.417	ENGINEERING	\$ 12,872.03	\$ 78,573.06	\$ 361,425.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 116.28	\$ 16,180.93	\$ 51,552.00
101.1070.410	SENIOR CENTER	\$ -	\$ 16,137.75	\$ 59,457.00
101.2010.421	SHERIFF	\$ 180.60	\$ 1,170,800.71	\$ 3,483,367.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -	\$ 64,767.30	\$ 233,027.00
101.2025.424	BULDING & SAFETY	\$ 4,007.59	\$ 117,184.95	\$ 608,738.00
101.2030.423	CODE ENFORCEMENT	\$ 13,410.78	\$ 218,930.52	\$ 696,985.00
101.3010.431	PUBLIC WORKS	\$ 475.22	\$ 286,689.97	\$ 849,743.00
101.4730.472	SANITATION	\$ 116.16	\$ 56,723.69	\$ 166,600.00
101.5770.452.	AQUATICS	\$ 1,585.69	\$ 77,376.34	\$ 194,192.00
101.5772.452	PARKS	\$ 800.63	\$ 182,831.66	\$ 658,491.00
101.5773.452	JACK SMITH PARK MARINA	\$ 5,426.73	\$ 42,003.09	\$ 107,923.00
101.5774.452	RECREATION	\$ 194.10	\$ 82,701.44	\$ 371,884.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS	\$ 3,048.18	\$ 44,965.98	\$ 9,505,479.00
FUND 102	GEN. FUND CAPITAL PROJECT	\$ -	\$ -	\$ 4,974,221.00
FUND 205	CDBG	\$ -	\$ 2,632.00	\$ 42,692.00
FUND 206	CEMETERY	\$ 7,115.79	\$ 55,979.98	\$ 202,270.00
FUND 208	CALTRANS GRANTS	\$ 2,000.00	\$ 223,347.00	\$ 311,377.00
FUND 210	SPECIAL GAS TAX	\$ -	\$ 51,276.00	\$ 272,365.00
FUND 213	DEPT OF HOUSE. & COMM DEVL	\$ -	\$ -	\$ 30,000.00
FUND 214	SANBAG NEW LOCAL MEAS I	\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL	\$ -	\$ 68,115.94	\$ 251,497.00
FUND 233	JACK SMITH PARK MARINA	\$ -	\$ 2,786.10	\$ 13,733.00
FUND 238	STATE RECREATION GRANTS	\$ -	\$ 184,926.87	\$ 3,899,640.00
FUND 239	CA.CONSERV RECYCLING GRANT	\$ -	\$ 442.60	\$ 25,526.00
FUND 270	REDEVELOPMENT AGENCY	\$ -	\$ 17,228.19	\$ 287,664.00
FUND 470	RDA CAP PROJ.LOW & MOD.	\$ -	\$ 13,356.25	\$ 300,000.00
FUND 501	NPUA	\$ 168.96	\$ 800,214.71	\$ 2,601,074.00
FUND 502	WATER DEPARTMENT	\$ 36,911.30	\$ 589,988.68	\$ 1,938,399.00
FUND 503	WASTEWATER DEPARTMENT	\$ 48,923.00	\$ 351,300.41	\$ 1,241,325.00
FUND 505	SANITATION	\$ 100,994.54	\$ 389,282.23	\$ 1,458,897.00
FUND 506	ALL AMERICAN CANAL PROJ.	\$ -	\$ 31,361.38	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ 11.80	\$ -	\$ -
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 6,630.93	\$ 167,887.04	\$ 641,632.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,560.41	\$ 73,779.05	\$ 370,454.00
FUND 507	GOLF FUND TOTAL	\$ -	\$ 8,203.14	\$ -
FUND 508	CUST.SVC/UT BUSINESS OFFICE	\$ 205.21	\$ 114,151.87	\$ 455,807.00
FUND 509	MIS	\$ 7,722.42	\$ 71,164.01	\$ 257,370.00
FUND 510	ADMIN. FACILITY	\$ 11,482.01	\$ 51,167.50	\$ 414,950.00
FUND 511	FLEET MANAGEMENT	\$ 3,014.30	\$ 80,701.21	\$ 281,078.00
FUND 512	VEHICLE REPLACEMENT	\$ 5,972.88	\$ 10,279.39	\$ 10,279.39
FUND 520	SR DIAL A RIDE	\$ -	\$ 127,718.86	\$ 250,098.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.	\$ -	\$ 4,843.20	\$ 22,274.00
FUND 525	NEEDLES AREA TRANSIT (NAT)	\$ -	\$ 124,657.54	\$ 614,438.00
FUND 580	ELECTRIC	\$ 106,795.14	\$ 5,896,285.87	\$ 12,406,721.00
FUND 581	NPUA CAPITAL ELECTRIC	\$ -	\$ 509,632.67	\$ 1,024,359.00
FUND 582	NPUA CAPITAL WATER	\$ 3,082.50	\$ 37,465.50	\$ 3,799,561.00
TOTAL	ALL FUNDS & DEPARTMENTS	\$ 387,557.17	\$ 12,895,711.10	\$ 49,396,980.39

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

Rick Daniels, City Manager

Date

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

PROGRAM: GM348U

DISBURSEMENT PERIOD 05/2023

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16642	2345	00	A-B COMMUNICATIONS	11/08/2022	193.54	.00
16643	3305	00	AGUA CALIENTE	11/08/2022	25,536.68	.00
16644	1924	00	AHA MACAV POWER SERVICE	11/08/2022	950.00	.00
16645	4034	00	ANGEL'S MOBILE VETEINARY SERVICES	11/08/2022	3,000.00	.00
16646	3879	00	ARIZONA DEPT OF TRANSPORTATION	11/08/2022	2,000.00	.00
16647	3750	00	AUTO ZONE	11/08/2022	106.51	.00
16648	3916	00	BARBARA DILEO	11/08/2022	506.19	.00
16649	2629	00	BARON PEST SOLUTIONS	11/08/2022	38.00	.00
16650	3808	00	HATZ, BERNARD	11/08/2022	49.41	.00
16651	178	00	BIG O TIRES & NAPA AUTO PARTS	11/08/2022	1,158.25	.00
16652	7	00	BORDER STATES INDUSTRIES, INC.	11/08/2022	383.84	.00
16653	3392	00	BUG EMERGENCY INC.	11/08/2022	120.00	.00
16654	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	11/08/2022	320.00	.00
16655	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	11/08/2022	242.84	.00
16656	2403	00	CDW GOVERNMENT INC.	11/08/2022	46.83	.00
16657	3136	00	CITY OF NEEDLES	11/08/2022	66,389.99	.00
16658	2320	00	COUNTY OF SAN BERNARDINO	11/08/2022	3,775.09	.00
16659	455	00	CULLIGAN WATER COND.	11/08/2022	44.80	.00
16660	2934	00	DANA KEPNER COMPANY INC.	11/08/2022	3,146.22	.00
16661	3505	00	DEPT.OF INDUSTRIAL RELATIONS	11/08/2022	657.50	.00
16662	3580	00	DIAMOND PURE WATER	11/08/2022	75.00	.00
16663	501	00	DOI-BOR-REGION: LOWER COLORADO	11/08/2022	22,220.60	.00
16664	3913	00	ENTERPRISE FM TRUST	11/08/2022	5,972.88	.00
16665	3462	00	EUSI LLC	11/08/2022	27,432.24	.00
16666	615	00	FEDEX	11/08/2022	79.28	.00
16667	1296	00	FRONTIER	11/08/2022	5,033.20	.00
16668	324	00	GRAINGER	11/08/2022	53.07	.00
16669	3912	00	GREEN PRO SOLUTIONS	11/08/2022	372.47	.00
16670	3451	00	GREENS ELECTRIC, LLC	11/08/2022	2,139.61	.00
16671	3966	00	GT GOLF SUPPLIES	11/08/2022	91.15	.00
16672	2612	00	HARDWARE EXPRESS INCORP.	11/08/2022	409.99	.00
16673	4000	00	JARROD DELEON	11/08/2022	1,800.49	.00
16674	3502	00	KIPPY POULSON	11/08/2022	275.00	.00
16675	1	00	LEE, ANGELA	11/08/2022	84.22	.00
16676	3783	00	MARK MARNATI	11/08/2022	340.00	.00
16677	1	00	MATTSON, JEREMY T.	11/08/2022	75.44	.00
16678	3968	00	MERIDIAN CONSULTANTS, LLC	11/08/2022	12,347.50	.00
16679	194	00	NEEDLES CHAMBER OF COMMERCE	11/08/2022	620.00	.00
16680	199	00	NEEDLES GLASS & MIRROR CO.	11/08/2022	180.60	.00
16681	218	00	NEWS WEST PUBLISHING CO.	11/08/2022	948.96	.00
16682	1786	00	NPUA	11/08/2022	VOID	
16683	1786	00	NPUA	11/08/2022	42,779.78	.00
16684	740	00	OUR TOWN MAGAZINE	11/08/2022	372.30	.00
16685	1578	00	PURCHASE POWER	11/08/2022	3,083.56	.00
16686	15	00	QUILL LLC	11/08/2022	1,777.34	.00
16687	818	00	R & R PRODUCTS INC.	11/08/2022	1,200.91	.00
16688	2861	00	REINKE A/C CORP.	11/08/2022	8,055.25	.00
16689	309	00	REPUBLIC SERVICES #785	11/08/2022	97,219.45	.00
16690	3938	00	RIVER ROCK PROMOTIONS & PRINTING	11/08/2022	202.15	.00
16691	2687	00	S.B. COUNTY FIRE DEPARTMENT	11/08/2022	1,585.69	.00
16692	4058	00	S-NET COMMUNICATIONS INC.	11/08/2022	46.55	.00

PREPARED 10/26/2022, 10:46:23

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 2

PROGRAM: GM348U

DISBURSEMENT PERIOD 05/2023

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
16693	4001	00	SIMPLOT TURF & HORTICULTURE	11/08/2022	3,792.80	.00
16694	4029	00	SOUTHWEST TIRE SUPPLY, INC	11/08/2022	340.00	.00
16695	3826	00	SWEEPER SHOP	11/08/2022	1,943.34	.00
16696	779	00	THATCHER COMPANY OF NEVADA, INC	11/08/2022	3,355.93	.00
16697	4008	00	THE PRINTER GUYS LLC	11/08/2022	368.00	.00
16698	3950	00	TKE ENGINEERING INC	11/08/2022	3,082.50	.00
16699	3014	00	TRI STATE FIRE SYSTEMS, INC.	11/08/2022	221.95	.00
16700	2819	00	TRI-STATE HOSE & FITTINGS	11/08/2022	564.02	.00
16701	4067	00	TRLS ENGINEERING INC.	11/08/2022	480.00	.00
16702	3272	00	ULINE	11/08/2022	2,652.12	.00
16703	3830	00	UNIFIRST CORPORATION	11/08/2022	524.25	.00
16704	761	00	USABUEBOOK	11/08/2022	2,228.01	.00
16705	1	00	VASQUEZ, RICHARD A.	11/08/2022	9.30	.00
16706	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	11/08/2022	958.30	.00
16707	3967	00	WILLDAN ENGINEERING	11/08/2022	13,717.00	.00
16708	1023	00	XEROX	11/08/2022	103.69	.00
16709	3828	00	3D-NETWORKS LLC	11/08/2022	7,675.59	.00
NUMBER OF CHECKS			68	GRAND TOTAL	387,557.17	

PREPARED 10/26/2022, 10:55:59

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/05

CITY OF NEEDLES

REPORT NUMBER 74

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
16642	2345	A-B COMMUNICATIONS	002330		11/08/2022	510-4410-405.30-25	193.54 193.54 *	193.54
16643	3305	AGUA CALIENTE	002227		11/08/2022	580-4750-473.63-10	25,536.68 25,536.68 *	25,536.68
16644	1924	AHA MACAV POWER SERVICE	002331		11/08/2022	580-4750-473.61-21	950.00 950.00 *	950.00
16645	4034	ANGEL'S TOUCH MOBILE VETE	002358		11/08/2022	101-2020-423.31-91	3,000.00 3,000.00 *	3,000.00
16646	3879	ARIZONA DEPT OF TRANSPORT	002357		11/08/2022	208-3010-431.70-06	2,000.00 2,000.00 *	2,000.00
16647	3750	AUTO ZONE	002228		11/08/2022	580-4750-473.43-03	106.51 106.51 *	106.51
16648	3916	BARBARA DILEO	002229		11/08/2022	101-1025-415.55-00	272.14	
			002358		11/08/2022	101-1025-415.61-01	13.06	
			002358		11/08/2022	101-1030-414.61-31	165.93	
			002358		11/08/2022	101-1035-416.55-00	.75-	
			002358		11/08/2022	101-1040-417.55-00	.75-	
			002358		11/08/2022	101-2025-424.55-00	.75-	
			002358		11/08/2022	101-2030-423.55-00	42.50-	
			002359		11/08/2022	502-4710-471.31-40	67.25	
			002359		11/08/2022	502-4710-471.60-17	7.56	
			002359		11/08/2022	502-4710-471.62-00	25.00	
							506.19 *	506.19
16649	2629	BARON PEST SOLUTIONS	002262		11/08/2022	511-3020-432.43-29	38.00 38.00 *	38.00
16650	3808	BERNARD J. HATZ	002236		11/08/2022	101-2030-423.55-00	49.41 49.41 *	49.41
16651	178	BIG O TIRES & NAPA AUTO P	002230		11/08/2022	511-3021-432.43-26	9.57	
			002230		11/08/2022	511-3020-432.61-14	751.75	
			002230		11/08/2022	511-3021-432.43-26	9.57	
			002230		11/08/2022	511-3021-432.43-27	6.45	
			002230		11/08/2022	503-4720-475.43-14	10.23	
			002230		11/08/2022	206-5771-452.43-04	162.45	
			002230		11/08/2022	580-4750-473.43-03	135.43	
			002230		11/08/2022	580-4750-473.43-03	38.34	
			002331		11/08/2022	580-4750-473.43-04	34.46	
							1,158.25 *	1,158.25
16652	7	BORDER STATES INDUSTRIES,	002331		11/08/2022	580-4750-473.60-55	383.84 383.84 *	383.84

PREPARED 10/26/2022, 10:55:59

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/05

CITY OF NEEDLES

REPORT NUMBER 74

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
16653	3392	BUG EMERGENCY INC.	002263		11/08/2022	507-5762-454.43-08	72.00	
			002331		11/08/2022	503-4720-475.43-02	48.00	
							120.00 *	120.00
16654	1213	CALIFORNIA DEPT. OF TAX &	002320		11/08/2022	101-1020-413.61-02	6.12	
			002321		11/08/2022	101-1040-417.61-02	23.11	
			002322		11/08/2022	101-2025-424.61-02	23.11	
			002323		11/08/2022	101-2030-423.61-02	34.39	
			002325		11/08/2022	101-1035-416.61-02	23.11	
			002326		11/08/2022	503-4720-475.60-33	165.77	
			002327		11/08/2022	511-3021-432.43-26	32.59	
			002328		11/08/2022	507-0000-203.00-00	11.80	
							320.00 *	320.00
16655	1213	CALIFORNIA DEPT. OF TAX &	002318		11/08/2022	580-4750-473.60-55	156.74	
			002319		11/08/2022	580-4750-473.60-55	86.10	
							242.84 *	242.84
16656	2403	CDW GOVERNMENT	002264		11/08/2022	509-4910-479.61-02	46.83	
							46.83 *	46.83
16657	3136	CITY OF NEEDLES	002292		11/08/2022	580-4750-473.80-43	45,311.58	
			002293		11/08/2022	503-4720-475.80-43	8,299.33	
			002294		11/08/2022	502-4710-471.80-43	12,779.08	
							66,389.99 *	66,389.99
16658	2320	COUNTY OF SAN BERNARDINO	002295		11/08/2022	505-4730-472.74-40	3,775.09	
							3,775.09 *	3,775.09
16659	455	CULLIGAN WATER COND.	002230		11/08/2022	511-3020-432.43-29	44.80	
							44.80 *	44.80
16660	2934	DANA KEPNER COMPANY INC.	002231		11/08/2022	502-4710-471.60-55	946.28	
			002232		11/08/2022	503-4720-475.43-14	571.27	
			002266		11/08/2022	502-4710-471.60-55	1,628.67	
							3,146.22 *	3,146.22
16661	3505	DEPT.OF INDUSTRIAL RELATI	002265		11/08/2022	101-5770-452.57-01	657.50	
							657.50 *	657.50
16662	3580	DIAMOND PURE WATER	002233		11/08/2022	511-3020-432.43-29	11.00	
			002267		11/08/2022	510-4410-405.61-01	48.00	
			002268		11/08/2022	101-5770-452.61-01	10.00	
			002331		11/08/2022	503-4720-475.43-02	6.00	
							75.00 *	75.00
16663	501	DOI-BOR-REGION: LOWER COL	002233		11/08/2022	580-4750-473.63-10	22,220.60	
							22,220.60 *	22,220.60
16664	3913	ENTERPRISE FM TRUST	002269		11/08/2022	512-0000-207.02-00	5,972.88	

PREPARED 10/26/2022, 10:55:59

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/05

CITY OF NEEDLES

REPORT NUMBER 74

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
16664	3913	ENTERPRISE FM TRUST					5,972.88 *	5,972.88
16665	3462	EUSI LLC	PI0072	023006	11/08/2022	503-4720-475.31-98	27,207.24	
			PI0073	023006	11/08/2022	503-4720-475.31-98	225.00	
							27,432.24 *	27,432.24
16666	615	FEDEX	002374		11/08/2022	101-1035-416.52-20	79.28	
							79.28 *	79.28
16667	1296	FRONTIER	002297		11/08/2022	101-1025-415.52-10	71.37	
			002298		11/08/2022	101-2020-423.52-10	111.30	
			002299		11/08/2022	101-3010-431.52-10	110.04	
			002300		11/08/2022	101-5770-452.52-10	133.13	
			002301		11/08/2022	101-5773-452.52-10	84.55	
			002302		11/08/2022	101-5774-452.52-10	279.40	
			002303		11/08/2022	502-4710-471.52-10	361.08	
			002304		11/08/2022	503-4720-475.52-10	424.05	
			002305		11/08/2022	503-4720-475.52-10	336.05	
			002306		11/08/2022	507-5761-453.52-10	65.74	
			002307		11/08/2022	507-5762-454.52-10	241.73	
			002308		11/08/2022	510-4410-405.52-10	82.02	
			002309		11/08/2022	510-4410-405.52-10	230.59	
			002310		11/08/2022	510-4410-405.52-10	248.55	
			002311		11/08/2022	510-4410-405.52-10	616.19	
			002312		11/08/2022	580-4750-473.52-10	379.81	
			002385		11/08/2022	510-4410-405.52-10	1,257.60	
							5,033.20 *	5,033.20
16668	324	GRAINGER	002233		11/08/2022	580-4750-473.61-21	289.34	
			002331		11/08/2022	580-4750-473.43-57	9.36	
			002357		11/08/2022	503-4720-475.43-02	245.63-	
							53.07 *	53.07
16669	3912	GREEN PRO SOLUTIONS	002273		11/08/2022	503-4720-475.43-14	372.47	
							372.47 *	372.47
16670	3451	GREENS ELECTRIC, LLC	002332		11/08/2022	580-4750-473.43-13	1,886.59	
			002332		11/08/2022	580-4750-473.60-55	253.02	
							2,139.61 *	2,139.61
16671	3966	GT GOLF SUPPLIES	002401		11/08/2022	507-5762-454.44-10	91.15	
							91.15 *	91.15
16672	2612	HARDWARE EXPRESS INCORP.	002233		11/08/2022	580-4750-473.43-57	95.76	
			002234		11/08/2022	101-5772-452.61-12	31.49	
			002234		11/08/2022	511-3021-432.43-26	30.68	
			002234		11/08/2022	580-4750-473.43-57	84.94	
			002234		11/08/2022	101-3010-431.60-11	1.42	
			002234		11/08/2022	101-5772-452.43-18	40.94	
			002234		11/08/2022	580-4750-473.60-55	8.72	

PREPARED 10/26/2022, 10:55:59

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 4

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/05

CITY OF NEEDLES

REPORT NUMBER 74

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
16672	2612	HARDWARE EXPRESS INCORP.	002234		11/08/2022	101-3010-431.43-02	4.70	
			002270		11/08/2022	503-4720-475.43-14	42.09	
			002271		11/08/2022	502-4710-471.60-55	29.36	
			002272		11/08/2022	502-4710-471.43-57	14.32	
			002317		11/08/2022	503-4720-475.43-04	5.11	
			002332		11/08/2022	503-4720-475.43-02	20.46	
							409.99 *	409.99
16673	4000	JARROD DELEON	002274		11/08/2022	507-5761-453.61-04	243.51	
			002275		11/08/2022	507-5761-453.63-00	54.66	
			002276		11/08/2022	507-5761-453.43-04	533.49	
			002277		11/08/2022	507-5761-453.63-00	156.15	
			002358		11/08/2022	507-5761-453.63-00	88.51	
			002358		11/08/2022	507-5761-453.43-17	43.49	
			002364		11/08/2022	507-5761-453.43-04	451.67	
			002398		11/08/2022	507-5762-454.53-00	229.01	
							1,800.49 *	1,800.49
16674	3502	KIPPY POULSON	002291		11/08/2022	101-1025-415.31-90	275.00	
							275.00 *	275.00
16675	1	LEE, ANGELA	UT		11/08/2022	501-0000-211.00-00	84.22	
							84.22 *	84.22
16676	3783	MARK MARNATTI	PI0078	023021	11/08/2022	101-2030-423.31-90	340.00	
							340.00 *	340.00
16677	1	MATTSON, JEREMY T.	UT		11/08/2022	501-0000-211.00-00	75.44	
							75.44 *	75.44
16678	3968	MERIDIAN CONSULTANTS, LLC	PI0075	023020	11/08/2022	101-1035-416.31-09	12,347.50	
							12,347.50 *	12,347.50
16679	194	NEEDLES CHAMBER OF COMMER	002386		11/08/2022	101-1020-413.55-00	176.66	
			002387		11/08/2022	101-2030-423.55-00	44.17	
			002388		11/08/2022	101-1035-416.55-00	44.17	
			002389		11/08/2022	101-2025-424.55-00	44.17	
			002390		11/08/2022	101-1040-417.55-00	44.17	
			002391		11/08/2022	101-1030-414.55-00	266.66	
							620.00 *	620.00
16680	199	NEEDLES GLASS & MIRROR CO	002234		11/08/2022	101-1070-410.43-01	180.60	
							180.60 *	180.60
16681	218	NEWS WEST PUBLISHING CO.	002235		11/08/2022	101-0000-204.36-00	44.87	
			002235		11/08/2022	101-0000-204.37-00	44.87	
			002235		11/08/2022	101-0000-204.36-00	46.19	
			002235		11/08/2022	101-0000-204.37-00	46.19	
			002383		11/08/2022	101-1025-415.53-00	148.41	
			002384		11/08/2022	101-5774-452.53-00	154.09	

PREPARED 10/26/2022, 10:55:59

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 5

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/05

CITY OF NEEDLES

REPORT NUMBER 74

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
16681	218	NEWS WEST PUBLISHING CO.	002394		11/08/2022	502-4710-471.31-16	84.46	
			002395		11/08/2022	101-1030-414.53-00	160.78	
			002396		11/08/2022	101-5773-452.53-00	109.55	
			002397		11/08/2022	101-5772-452.53-00	109.55	
							948.96 *	948.96
16682	1786	NPUA						VOIDED
16683	1786	NPUA	002235		11/08/2022	101-5772-452.41-10	1,819.45	
			002235		11/08/2022	101-5772-452.41-20	46.90	
			002235		11/08/2022	502-4710-471.41-10	2,287.07	
			002235		11/08/2022	101-5772-452.41-10	49.95	
			002235		11/08/2022	101-5772-452.41-20	72.20	
			002235		11/08/2022	101-5772-452.41-10	66.39	
			002235		11/08/2022	101-5772-452.41-10	199.44	
			002235		11/08/2022	101-5772-452.41-20	1,632.77	
			002235		11/08/2022	101-5772-452.41-30	78.46	
			002235		11/08/2022	101-5772-452.41-20	212.15	
			002235		11/08/2022	101-2020-423.41-10	315.25	
			002235		11/08/2022	101-2020-423.41-20	95.61	
			002235		11/08/2022	101-2020-423.41-30	155.96	
			002235		11/08/2022	101-5772-452.41-10	58.22	
			002235		11/08/2022	580-4750-473.41-11	32.39	
			002235		11/08/2022	580-4750-473.41-11	36.88	
			002235		11/08/2022	580-4750-473.41-11	55.38	
			002313		11/08/2022	503-4720-475.41-10	356.61	
			002313		11/08/2022	503-4720-475.41-20	44.63	
			002313		11/08/2022	503-4720-475.41-10	8,773.24	
			002313		11/08/2022	503-4720-475.41-20	250.74	
			002313		11/08/2022	503-4720-475.41-10	32.39	
			002313		11/08/2022	503-4720-475.41-20	201.53	
			002313		11/08/2022	502-4710-471.41-10	44.92	
			002313		11/08/2022	502-4710-471.41-10	45.22	
			002313		11/08/2022	580-4750-473.41-11	31.79	
			002313		11/08/2022	510-4410-405.41-10	1,515.76	
			002313		11/08/2022	510-4410-405.41-20	236.46	
			002313		11/08/2022	510-4410-405.41-30	2,261.42	
			002313		11/08/2022	101-5774-452.41-10	1,803.74	
			002313		11/08/2022	101-5774-452.41-20	216.16	
			002313		11/08/2022	101-5774-452.41-30	155.96	
			002313		11/08/2022	101-5774-452.41-10	171.58	
			002313		11/08/2022	101-5774-452.41-20	146.44	
			002332		11/08/2022	206-5771-452.41-10	43.26	
			002332		11/08/2022	206-5771-452.41-20	6,832.10	
			002332		11/08/2022	206-5771-452.41-30	77.98	
			002360		11/08/2022	507-5762-454.41-10	115.14	
			002374		11/08/2022	502-4710-471.41-10	2,909.52	
			002374		11/08/2022	502-4710-471.41-10	32.39	
			002374		11/08/2022	502-4710-471.41-10	60.81	
			002374		11/08/2022	502-4710-471.41-10	32.39	
			002374		11/08/2022	503-4720-475.41-10	34.34	

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/05

CITY OF NEEDLES

REPORT NUMBER 74

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
16683	1786	NPUA	002374		11/08/2022	503-4720-475.41-10	37.48	
			002374		11/08/2022	503-4720-475.41-20	45.11	
			002385		11/08/2022	502-4710-471.41-10	9,056.20	
							42,779.78 *	42,779.78
16684	740	OUR TOWN MAGAZINE	002400		11/08/2022	507-5762-454.53-00	372.30	
							372.30 *	372.30
16685	1578	PURCHASE POWER	002360		11/08/2022	510-4410-405.52-20	83.56	
			002360		11/08/2022	510-4410-405.52-20	3,000.00	
							3,083.56 *	3,083.56
16686	15	QUILL LLC	002278		11/08/2022	510-4410-405.61-01	327.46	
			002279		11/08/2022	510-4410-405.61-06	103.38	
			002332		11/08/2022	508-4810-478.61-01	24.33	
			002332		11/08/2022	510-4410-405.61-01	861.78	
			002344		11/08/2022	510-4410-405.61-01	25.31	
			002344		11/08/2022	510-4410-405.61-01	18.51	
			002344		11/08/2022	510-4410-405.61-01	45.22	
			002344		11/08/2022	510-4410-405.61-01	280.11	
			002361		11/08/2022	101-1025-415.61-01	81.88	
			002361		11/08/2022	101-1025-415.61-01	9.36	
							1,777.34 *	1,777.34
16687	818	R & R PRODUCTS INC.	002361		11/08/2022	507-5761-453.43-04	1,057.85	
			002361		11/08/2022	507-5761-453.63-00	103.26	
			002399		11/08/2022	507-5761-453.63-00	39.80	
							1,200.91 *	1,200.91
16688	2861	REINKE A/C CORP.	002235		11/08/2022	580-4750-473.54-62	8,055.25	
							8,055.25 *	8,055.25
16689	309	REPUBLIC SERVICES #78	PI0074	023014	11/08/2022	505-4730-472.31-87	97,219.45	
							97,219.45 *	97,219.45
16690	3938	RIVER ROCK PROMOTIONS & P	002280		11/08/2022	507-5762-454.53-00	202.15	
							202.15 *	202.15
16691	2687	S.B. COUNTY FIRE DEPARTME	002282		11/08/2022	101-4730-472.49-16	1,585.69	
							1,585.69 *	1,585.69
16692	4058	S-NET COMMUNICATIONS INC.	PI0077	023032	11/08/2022	510-4410-405.52-10	46.55	
							46.55 *	46.55
16693	4001	SIMPLIT TURF & HORTICULTU	002281		11/08/2022	507-5761-453.61-07	3,792.80	
							3,792.80 *	3,792.80
16694	4029	SOUTHWEST TIRE SUPPLY, IN	002316		11/08/2022	503-4720-475.60-55	340.00	
							340.00 *	340.00

PREPARED 10/26/2022, 10:55:59

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 7

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/05

CITY OF NEEDLES

REPORT NUMBER 74

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
16695	3826	SWEeper SHOP	002235		11/08/2022	511-3021-432.43-43	1,943.34 1,943.34 *	1,943.34
16696	779	THATCHER COMPANY OF NEVAD	002235		11/08/2022	502-4710-471.60-32	3,355.93 3,355.93 *	3,355.93
16697	4008	THE PRINTER GUYS LLC	002235 002235 002235 002235 002284		11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022	101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02 508-4810-478.61-02	49.75 49.75 49.75 49.75 169.00 368.00 *	368.00
16698	3950	TKE ENGINEERING INC	PI0076	023008	11/08/2022	582-4710-471.71-12	3,082.50 3,082.50 *	3,082.50
16699	3014	TRI STATE FIRE SYSTEMS, I	002362		11/08/2022	507-5762-454.43-08	221.95 221.95 *	221.95
16700	2819	TRI-STATE HOSE & FITTINGS	002235 002283		11/08/2022 11/08/2022	511-3021-432.43-26 502-4710-471.43-57	39.87 524.15 564.02 *	564.02
16701	4067	TRLS ENGINEERING INC.	002356		11/08/2022	101-0000-204.03-01	480.00 480.00 *	480.00
16702	3272	ULINE	002235 002286 002287 002288 002364 002364 002364 002364		11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022	101-5772-452.61-06 101-2020-423.43-29 101-5772-452.60-40 580-4750-473.61-01 580-4750-473.61-01 502-4710-471.61-01 503-4720-475.61-01 101-1035-416.61-01	668.09 329.47 313.78 24.84 328.99 328.99 328.99 328.97 2,652.12 *	2,652.12
16703	3830	UNIFIRST CORPORATION	002314 002314 002315 002315 002315 002315 002315 002315 002315 002324 002324 002324 002324 002362		11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022 11/08/2022	503-4720-475.61-04 101-5774-452.61-06 101-5774-452.61-06 508-4810-478.61-04 580-4750-473.61-04 580-4750-473.61-04 508-4810-478.61-04 503-4720-475.61-04 502-4710-471.61-04 511-3020-432.61-04 101-5772-452.61-04 507-5762-454.43-08 502-4710-471.61-04 507-5762-454.43-08	16.10 8.56 8.56 5.94 130.90 130.90 5.94 16.10 31.32 96.68 26.95 7.49 31.32 7.49	

PREPARED 10/26/2022, 10:55:59

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 8

PROGRAM: GM346L

ACCOUNTING PERIOD 2023/05

CITY OF NEEDLES

REPORT NUMBER 74

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
16703	3830	UNIFIRST CORPORATION					524.25 *	524.25
16704	761	USABBLUEBOOK	002290		11/08/2022	502-4710-471.60-55	2,228.01	
							2,228.01 *	2,228.01
16705	1	VASQUEZ, RICHARD A.	UT		11/08/2022	501-0000-211.00-00	9.30	
							9.30 *	9.30
16706	3528	WESTERN ENVIRONMENTAL TES	002363		11/08/2022	503-4720-475.59-75	223.30	
			002374		11/08/2022	503-4720-475.59-75	214.00	
			002374		11/08/2022	503-4720-475.59-75	521.00	
							958.30 *	958.30
16707	3967	WILLDAN ENGINEERING	002364		11/08/2022	101-0000-204.03-01	172.50	
			002364		11/08/2022	101-2025-424.31-10	2,472.50	
			002392		11/08/2022	101-0000-204.03-01	125.00	
			002393		11/08/2022	101-0000-204.36-00	125.00	
			PI0079	023022	11/08/2022	101-2025-424.31-10	9,072.00	
			PI0080	023022	11/08/2022	101-2025-424.31-10	1,750.00	
							13,717.00 *	13,717.00
16708	1023	XEROX	002285		11/08/2022	101-5774-452.74-20	103.69	
							103.69 *	103.69
16709	3828	3D-NETWORKS LLC	002235		11/08/2022	509-4910-479.31-53	600.00	
			002235		11/08/2022	509-4910-479.31-90	3,200.00	
			002361		11/08/2022	509-4910-479.31-90	3,450.59	
			002361		11/08/2022	509-4910-479.31-53	425.00	
							7,675.59 *	7,675.59
BANK/CHECK TOTAL							387,557.17	387,557.17
ALL BANKS/CHECKS TOTAL							387,557.17	387,557.17



City of Needles, California Request for Council Action

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

Meeting Date: November 8, 2022

Title: Authorize Scott Crane Roofing not to exceed \$4,299, Cal-Zone Fence Co. not to exceed 15,251 and River Valley Air Conditioning \$35,948 for storm damage repairs to be reimbursed by California Joint Powers Insurance Authority (CJPIA) deductible of \$10,000 to be funded by General Fund Reserves

Background: On August 26, 2022 and September 4, 2022 the City was hit by two monsoon storms with damaging winds. The damage estimates below include staff overtime, fence repairs at the River Road Lift Station, Dog Park, Nikki Bunch, Frans Flowers and the Aquatic Center and roof repairs at the Golf Course and Aquatic Center and a replacement HVAC unit for the Recreation Center.

The August 26 storm damages are estimated at \$33,025 and the September 4 damages are estimated at \$46,332. Total combined estimated out-of-pocket is \$79,357 and please keep in mind that we have a \$10,000 deductible per incident.

Fiscal Impact: Total combined estimated out-of-pocket is \$79,357 with a \$20,000 deductible to be funded by General Fund Reserves.

sm Sylvia Miledi

Recommended Action: Authorize Scott Crane Roofing not to exceed \$4,299, Cal-Zone Fence Co. not to exceed 15,251 and River Valley Air Conditioning \$35,948 for storm damage repairs to be reimbursed by California Joint Powers Insurance Authority (CJPIA) deductible of \$10,000 to be funded by General Fund Reserves

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: Rick

Date: 11/3/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 6

Monsoon 2022 Storm Damage
City of Needles



River Road Lift Station



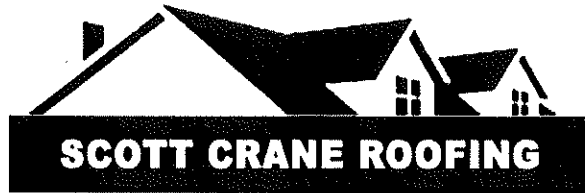
Dog Park



Aquatic Center



Recreation Center



License #

AZ #300985 CA #1020228

P.O. Box 335
Topock, AZ 86436
Phone: (928) 302-9417 Fax: (909) 338-2063
Email: scrane757@yahoo.com

10/20/22

Proposal for: Ms Rainie Torrance
City Of Needles
817 3rd Street
Needles, CA 92363

Project Address
19th Hole
144 Marina Drive
Needles, CA

Dear Ms Rainie Torrance,

We propose to furnish all labor, materials and equipment necessary to complete this project, as follows:

- Remove remaining torn shingles where wind damage occurred (Approx. 250 sq.ft.)
- Install new Shingles to Match as Close as Possible
- Remove and dispose of all roofing debris and trash
- A standard 1 year guarantee shall be issued upon completion and final payment

TOTAL PRICE = \$975.00

Thank you for considering our company for this project. If you have any questions, please don't hesitate to give us a call.

Sincerely,

Scott Crane
Scott Crane Roofing



License #

AZ #300985 CA #1020228

P.O. Box 335
Topock, AZ 86436
Phone: (928) 302-9417 Fax: (909) 338-2063
Email: scrane757@yahoo.com

10/20/22

Proposal for: Ms Rainie Torrance
City Of Needles
817 3rd Street
Needles, CA 92363

Project Address
Rec Center
1705 N. J Street
Needles, CA

Dear Ms Rainie Torrance,

We propose to furnish all labor, materials and equipment necessary to complete this project, as follows:

- Tear off and dispose of Remaining roofing up to the First AC Unit next to the Wind Damaged Area down to wood sheathing (Approx 900 sq.ft.)
- Remove Metal Coping that is still attached and set aside
- Thoroughly inspect roof sheathing for dry rot. If dryrot is found, it shall be replaced on a time and materials basis
- Nail one 28lb fiberglass base sheet according to manufacturer's specifications on Flat Roofs
- Prime all metal using asphalt primer to insure positive adhesion of hot asphalt
- Install Polyglass Torch-On system, as per manufacturer's specifications on Flat Roof Only
- Install new Polyglass Torch-On on the Parapet Walls
- Reinstall Parapet Coping Metal
- Seal all Pipes and Penetrations using Flashing Cement
- Paint all Pipes and Vent Flashings
- Remove and dispose of all roofing debris
- A standard 1 year guarantee shall be issued upon completion and final payment

TOTAL PRICE = \$3,324.00

Thank you for considering our company for this project. If you have any questions, please don't hesitate to give us a call.

Sincerely,

Scott Crane
Scott Crane Roofing

DATE 09/19/22

CAL-ZON FENCE CO.

(928) 768-7678
1445 GARDENA RD. • FT. MOHAVE, AZ 86426
AZ RES. 098857 • AZ COMM. 121799
NV. 0052648 • CA 807233

Name <u>CITY OF NEEDLES (LIFT STATION)</u>	
Address	
Phone No.	
Job Location <u>NEEDLES</u>	Map Page

SPECIFICATIONS

Overall Length <u>176</u>	Overall Height <u>6'</u>	CONTOUR <input checked="" type="checkbox"/> LEVEL <input type="checkbox"/> ROLLING <input type="checkbox"/> HILLSIDE <input type="checkbox"/> TERRACED	INSTALL FENCE <input checked="" type="checkbox"/> STRAIGHT TOP <input type="checkbox"/> DOG TIGHT <input type="checkbox"/> FOLLOW CONTOUR	Line Stakes By Customer <u>YES</u>	Take Down Existing Fence
Walk Gates(s)	Drive Gates(s) <u>1-19'</u>			Haul Away Existing Fence	Haul Away Excavation Dirt

CHAIN LINK

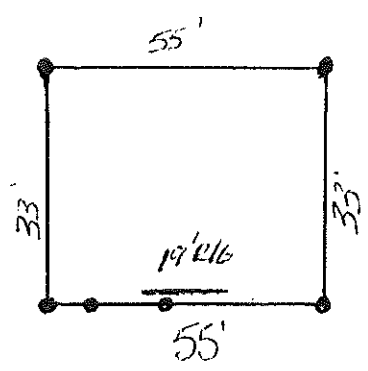
WIRE GAUGE <u>9GA</u>	LINE POST SPACING <u>8</u>	DIA. GATE POST <u>2 3/8" B40</u>	<input type="checkbox"/> KNUCKLE UP <input type="checkbox"/> BARD-UP	FENCE TO HAVE <input type="checkbox"/> HORZ BRACES <input type="checkbox"/> DIAG BRACES <input checked="" type="checkbox"/> TOP RAIL
DIA. TERM POST <u>2 3/8" B40</u>	DIA. LINE POST <u>2 3/8" B40</u>	DIA. TOP RAIL <u>1 3/8"</u>	DIA. GATE FRAME <u>1 3/8"</u>	

WOOD OR ORNAMENTAL STEEL

TYPE <u>6' PRIVACY LINK W/ BARBED WIRE</u>
STYLE <u>(BETGE)</u>

FENCE PLAN (NOT TO SCALE)

UNIT



<u>176</u> Ft. C/L @ <u>45.00</u>	\$ <u>7,920.00</u>
____ Ft. Wood @	
<u>62</u> Term @ <u>150.00</u>	\$ <u>9,000.00</u>
____ Walk Gate @	
<u>1</u> Drive Gate @ <u>800.00</u>	\$ <u>800.00</u>

WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES, IN COMPLETE ACCORDANCE WITH THE ABOVE SPECIFICATION.

FOR THE SELLER x Walter Watson
AUTHORIZED SIGNATURE

PERMIT TO BE OBTAINED BY:
☐ SELLER
☐ CUSTOMER

THE ABOVE SPECIFICATIONS AND CONDITIONS STATED HEREON ARE SATISFACTORY. I ALSO AGREE TO POINT OUT AND MAKE EXACT BOUNDARIES AND OR LINES ALONG AND IN WHICH SAID CONSTRUCTION AND INSTALLATION SHALL TAKE PLACE AND TAKE RESPONSIBILITY FOR ANY UNDERGROUND WIRE, PIPES, OR UTILITIES OF ALL KINDS. FURTHERMORE I UNDERSTAND THAT THIS AGREEMENT IS SUBJECT TO THE MECHANICS GIVEN LAW A.R.S. 33-981 ET SEQ

DATE OF SIGNATURE	BUYER
DATE OF SIGNATURE	BUYER

TOTAL AMOUNT	\$ <u>9,620.00</u>
DOWN PAYMENT	
BALANCE DUE	
TERMS: BALANCE ON COMPLETION	

DATE 09/19/22

CAL-ZON

FENCE CO.

(928) 768-7678

1445 GARDENA RD. • FT. MOHAVE, AZ 86426
AZ RES. 098857 • AZ COMM. 121799
NV. 0052648 • CA 807233

Name <u>CITY OF NEEDLES (DOL PARK)</u>	
Address _____	
Phone No. _____	
Job Location <u>NEEDLES</u>	Map Page _____

SPECIFICATIONS

Overall Length <u>111</u>	Overall Height <u>6'</u>	CONTOUR <input checked="" type="checkbox"/> LEVEL <input type="checkbox"/> ROLLING <input type="checkbox"/> HILLSIDE <input type="checkbox"/> TERRACED	INSTALL FENCE <input checked="" type="checkbox"/> STRAIGHT TOP <input type="checkbox"/> DOG TIGHT <input type="checkbox"/> FOLLOW CONTOUR	Line Stakes By Customer <u>4/3</u>	Take Down Existing Fence _____
Walk Gates(s) _____	Drive Gates(s) _____			Haul Away Existing Fence _____	Haul Away Excavation Dirt _____

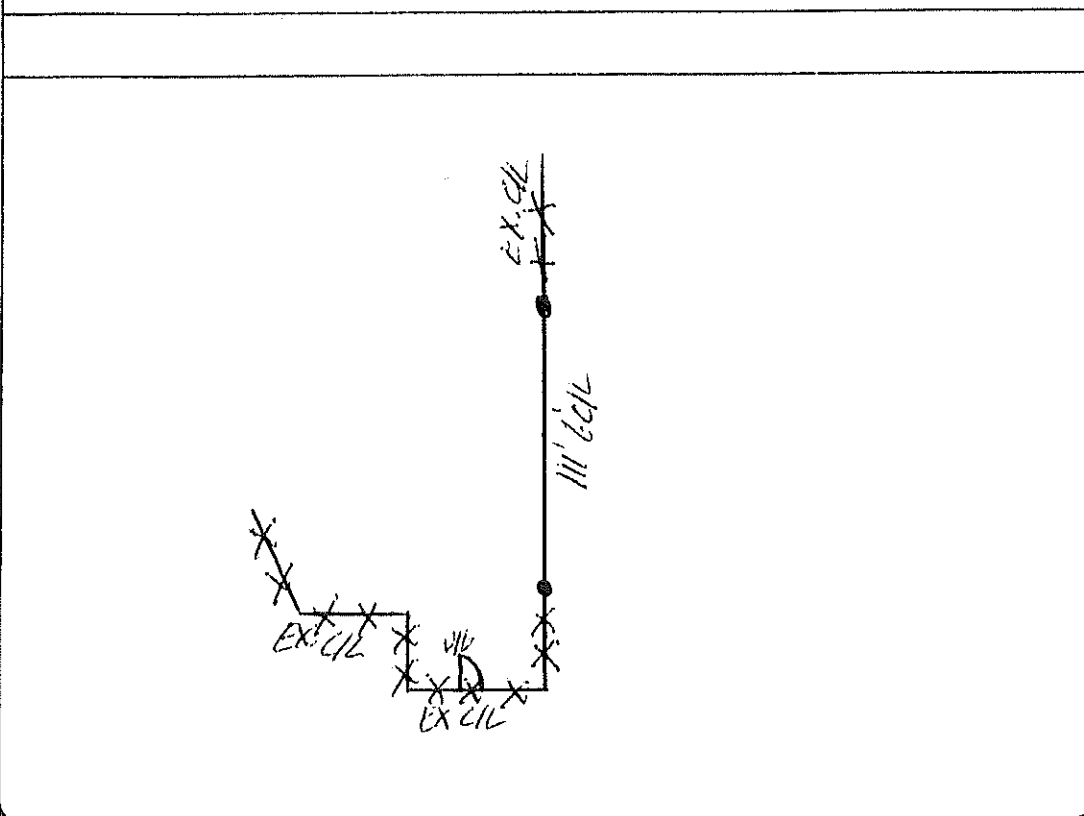
CHAIN LINK

WOOD OR ORNAMENTAL STEEL

WIRE GAUGE <u>11/2</u>	LINE POST SPACING <u>10</u>	DIA. GATE POST _____	<input type="checkbox"/> KNUCKLE UP <input type="checkbox"/> BARB-UP	FENCE TO HAVE <input type="checkbox"/> HORZ BRACES <input type="checkbox"/> DIAG BRACES <input checked="" type="checkbox"/> TOP RAIL	TYPE <u>6' CHAIN LINK</u>
DIA. TERM POST <u>2 3/8</u>	DIA. LINE POST <u>1 3/8</u>	DIA. TOP RAIL <u>1 3/8</u>	DIA. GATE FRAME _____		STYLE _____

FENCE PLAN (NOT TO SCALE)

UNIT



<u>111</u> Ft. C/L @ <u>21.50</u>	\$ <u>2,331.00</u>
_____ Ft. Wood @ _____	
<u>2</u> Term @ <u>100.00</u>	\$ <u>200.00</u>
_____ Walk Gate @ _____	
_____ Drive Gate @ _____	

WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES, IN COMPLETE ACCORDANCE WITH THE ABOVE SPECIFICATION.

FOR THE SELLER x Matthew M. [Signature]
AUTHORIZED SIGNATURE

PERMIT TO BE OBTAINED BY:
☐ SELLER
☐ CUSTOMER

THE ABOVE SPECIFICATIONS AND CONDITIONS STATED HEREON ARE SATISFACTORY. I ALSO AGREE TO POINT OUT AND MAKE EXACT BOUNDARIES AND OR LINES ALONG AND IN WHICH SAID CONSTRUCTION AND INSTALLATION SHALL TAKE PLACE AND TAKE RESPONSIBILITY FOR ANY UNDERGROUND WIRE, PIPES, OR UTILITIES OF ALL KINDS. FURTHERMORE I UNDERSTAND THAT THIS AGREEMENT IS SUBJECT TO THE MECHANICS GIVEN LAW A.R.S. 33-981 ET SEQ.

DATE OF SIGNATURE _____ BUYER _____
DATE OF SIGNATURE _____ BUYER _____

TOTAL AMOUNT	\$ <u>2,531.00</u>
DOWN PAYMENT	
BALANCE DUE	
TERMS: BALANCE ON COMPLETION	

(928) 768-7678

AZ LIC.# RES. 098857 COMM. LIC.# 121799
NV LIC.#0052648 CA LIC.#807233

JOB#	INSTRUCTIONS
	FENCE LINE ALONG J STREET.
DATE	
09/19/22	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6	1 5/8 x 6'	\$100. ⁰⁰	\$600. ⁰⁰

(928) 768-7678

AZ LIC.# RES. 098857 COMM. LIC.# 121799
NV LIC.#0052648 CA LIC.#807233

JOB#	INSTRUCTIONS
	ALIVE 3 RD BASE LINE
DATE	
09/19/22	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
7	1 7/8 SCH 40 POSTS X 8'	\$125.00	\$875.00

CALXON FENCE CO.

(928) 768-7678
1445 GARDENA RD. FT. MOHAVE, AZ 86426
AZ LIC.# RES. 098857 COMM. LIC.# 121799
NV LIC.#0052648 CA LIC.#807233

SOLD TO: CITY OF NEEDLES
NEEDLES AQUATIC CENTER

JOB#	INSTRUCTIONS
DATE	
09/29/22	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
5	1 7/8" x 8'	\$125.00	
2	2 3/8" x 8'	\$150.00	
7	HOLES TO CORE DRILL	\$100.00	
			\$1,625.00

River Valley Air Conditioning, Inc.

FT. MOHAVE OFFICE

5107 S. Hwy 95
Mail To: P.O. Box 9507
Ft. Mohave, AZ. 86427
Ph: (928)768-2122 Fax: (928)768-4188

KINGMAN OFFICE

512 E. Andy Devine
Kingman, AZ. 86401
Ph: (928)718-2520 Fax: (928)718-2521

AZ. Res. Lic. #ROC200411 AZ. Comm. Lic. #200412 CA. Lic. #241747 NV. Lic. #020965

Needles Rec Department

Ph: (760)326-2814 Email: rtorrance@cityofneedles.com

September 9th, 2022

Job Name: 1705 J St. (Gym Unit)

We hereby propose to do the following:

Furnish and install one (1) **Daikin DBG240404VH** (20 - ton) 460v, 3ph package Gas Pack unit.

Installation will include the following:

1. Removal and disposal of existing equipment.
2. Modify existing roof stand.
3. Re-connection to existing thermostat and connection to existing control wiring.
4. Fabricate new connection to existing supply and return ducts.
5. Re-connection to existing gas piping.
6. Re-connection to existing line voltage electrical.
7. Re-connection to existing condensate.
8. Starting and testing new equipment.
9. Lifting and setting equipment.
10. California sales tax.
11. **One (1) year Labor warranty.**
12. **Manufacturer's Limited Parts warranty.**

We propose to furnish material and Labor to complete the above specifications for the sum of:

Thirty-Five Thousand Nine Hundred Forty-Eight and 00/100 Dollars \$35,948.00

OPTIONS:

QTY.
Revised Contract Amount

NOTE: Quote does not include any additional line voltage electrical if required or repairs to existing duct system.

Payment to be made as follows:

DUE UPON COMPLETION OF WORK

Note: This Proposal may be withdrawn by us if not accepted within: **90 Day's**

Accepted Signature: _____ Date: _____

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance. A finance charge of 1 1/2% per month which is an annual percentage rate of 18% applied to your previous balance after deducting payments and credit since last statements closing date. Finance charges are calculated on balances over 30 Days past due. In the event an attorney is retained to bring suit for collection of any sums due, you might be obligated to pay cost of collection and reasonable attorney fees.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: November 8, 2022

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

Background: On October 11, 2022, the City Council adopted Resolution No. 2022-69 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of October 17, 2022 - November 15, 2022, pursuant to provisions of the Ralph M. Brown Act.

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

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

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

Fiscal Impact: N/A

Recommended Action: Resolution No. 2022-77 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Executive Order N-09-21, and authorizing remote teleconference meetings of the legislative bodies of the City of Needles for the period of November 16, 2022 – December 15, 2022, pursuant to provisions of the Ralph M. Brown Act

Submitted By: City Clerk

City Management Review: Rok

Date: 11/3/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 7

RESOLUTION 2022-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF NEEDLES FOR THE PERIOD NOVEMBER 16, 2022 - DECEMBER 15, 2022, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

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

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

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

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

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

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

WHEREAS, the City Council previously adopted Resolution 2022-69 on October 11, 2022, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

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

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

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

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Affirmation that Local Emergency Persists.

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

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

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

Section 4. Remote Teleconference Meetings.

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

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 15, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

Section 6. Certification.

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

PASSED, ADOPTED, AND APPROVED, this 8th day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: November 8, 2022

Title: Upcoming Christmas Holiday

Background

Council consideration of canceling the regular City Council / NPUA meeting on Tuesday, December 27, 2022 due to a potential lack of quorum because of the Christmas Holiday.

Should the Council concur and cancel the meeting, an additional meeting can be held. There will be a meeting held on Tuesday December 13, 2022.

Fiscal Impact

Recommendation Discretionary

Submitted By: City Clerk

City Management Review: *Rick*

Date: 11/3/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 8



City of Needles, California Request for Council Action

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

Meeting Date: November 8, 2022

Title: California Energy Commission Calendar Year (CY) 2021 Power Content Label Reporting

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

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

The City of Needles CY 2020 Power Source Disclosure Report. Total retail sales in CY 2020 were 71,500 (MWh) of which 41.2% was supplied by the Parker-Davis Project and the remaining 58.8% was supplied unspecific power.

The City of Needles CY 2021 Power Source Disclosure Report. Total retail sales in CY 2021 were 79,161 (MWh) of which 37.2% was supplied by the Parker-Davis Project and the remaining 62.8% was supplied unspecific power.

Enclosed is the 2021 Power Content Label which breaks down the power supplied to the City into energy resources categories. Per the CEC program regulations, the Board is to approve both the annual report and power content label. The Board of Public Utilities approved the recommended action on November 1, 2022.

Fiscal Impact: None

Recommended Action: **Move** to accept the annual report to the California Energy Commission Power Content Label for the year ending December 31, 2021

Submitted By: Rainie Torrance, Assistant Utility Manager

City Management Review: *[Signature]*

Date: 11/3/22

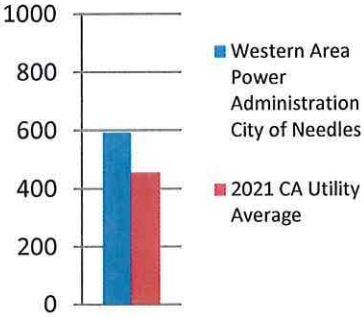
Approved: ☐

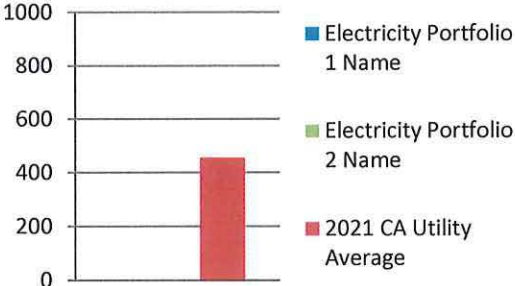
Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9

2021 POWER CONTENT LABEL				
City of Needles				
www.cityofneedles.com				
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)		Energy Resources	Western Area Power Administration City of Needles	2021 CA Power Mix
Western Area Power Administration City of Needles	2021 CA Utility Average	Eligible Renewable¹	0.0%	33.6%
593	456	Biomass & Biowaste	0.0%	2.3%
 <p>■ Western Area Power Administration City of Needles ■ 2021 CA Utility Average</p>		Geothermal	0.0%	4.8%
		Eligible Hydroelectric	0.0%	1.0%
		Solar	0.0%	14.2%
		Wind	0.0%	11.4%
		Coal	0.0%	3.0%
		Large Hydroelectric	37.2%	9.2%
		Natural Gas	0.0%	37.9%
		Nuclear	0.0%	9.3%
		Other	0.0%	0.2%
		Unspecified Power²	62.8%	6.8%
		TOTAL	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :			0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. ² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. ³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.				
For specific information about this electricity portfolio, contact:		City of Needles (760)326-5700		
For general information about the Power Content Label, visit:		http://www.energy.ca.gov/pcl/		
For additional questions, please contact the California Energy Commission at:		Toll-free in California: 844-454-2906 Outside California: 916-653-0237		

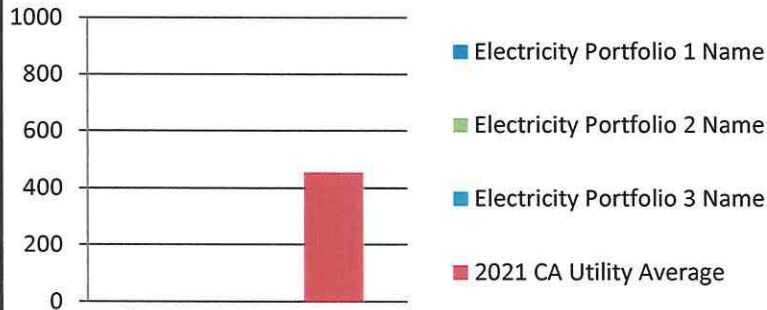
2021 POWER CONTENT LABEL						
City of Needles						
www.cityofneedles.com						
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)			Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	2021 CA Power Mix
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	2021 CA Utility Average	Eligible Renewable ¹	0.0%	0.0%	33.6%
0	0	456	Biomass & Biowaste	0.0%	0.0%	2.3%
 <p>■ Electricity Portfolio 1 Name ■ Electricity Portfolio 2 Name ■ 2021 CA Utility Average</p>			Geothermal	0.0%	0.0%	4.8%
			Eligible Hydroelectric	0.0%	0.0%	1.0%
			Solar	0.0%	0.0%	14.2%
			Wind	0.0%	0.0%	11.4%
			Coal	0.0%	0.0%	3.0%
			Large Hydroelectric	0.0%	0.0%	9.2%
			Natural Gas	0.0%	0.0%	37.9%
			Nuclear	0.0%	0.0%	9.3%
			Other	0.0%	0.0%	0.2%
			Unspecified Power ²	0.0%	0.0%	6.8%
			TOTAL	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :				0%	0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. ² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. ³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.						
For specific information about this electricity portfolio, contact:				City of Needles (760)326-5700 X140		
For general information about the Power Content Label, visit:				http://www.energy.ca.gov/pcl/		
For additional questions, please contact the California Energy Commission at:				Toll-free in California: 844-454-2906 Outside California: 916-653-0237		

2021 POWER CONTENT LABEL

City of Needles

www.cityofneedles.com

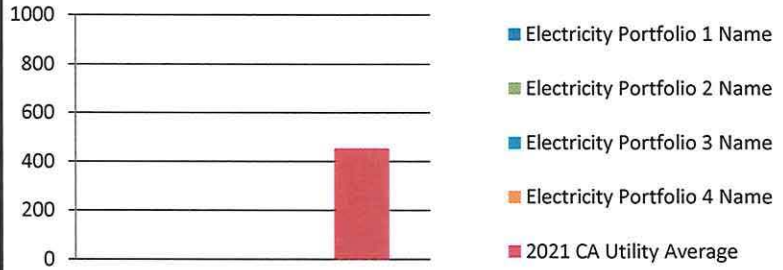
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)				Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	2021 CA Power Mix
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	2021 CA Utility Average	Eligible Renewable¹	0.0%	0.0%	0.0%	33.6%
				Biomass & Biowaste	0.0%	0.0%	0.0%	2.3%
				Geothermal	0.0%	0.0%	0.0%	4.8%
				Eligible Hydroelectric	0.0%	0.0%	0.0%	1.0%
				Solar	0.0%	0.0%	0.0%	14.2%
				Wind	0.0%	0.0%	0.0%	11.4%
				Coal	0.0%	0.0%	0.0%	3.0%
				Large Hydroelectric	0.0%	0.0%	0.0%	9.2%
				Natural Gas	0.0%	0.0%	0.0%	37.9%
				Nuclear	0.0%	0.0%	0.0%	9.3%
				Other	0.0%	0.0%	0.0%	0.2%
				Unspecified Power²	0.0%	0.0%	0.0%	6.8%
				TOTAL	100.0%	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs³:					0%	0%	0%	
<p>¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.</p> <p>²Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.</p> <p>³Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.</p>								
For specific information about this electricity portfolio, contact:					City of Needles (760)326-5700 X140			
For general information about the Power Content Label, visit:					http://www.energy.ca.gov/pcl/			
For additional questions, please contact the California Energy Commission at:					Toll-free in California: 844-454-2906 Outside California: 916-653-0237			



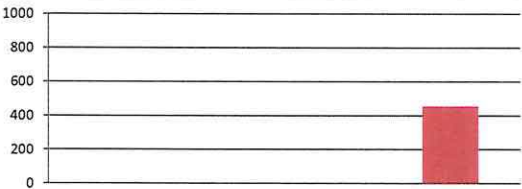
2021 POWER CONTENT LABEL

City of Needles

www.cityofneedles.com

Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)					Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	2021 CA Power Mix
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	2021 CA Utility Average	Eligible Renewable ¹	0.0%	0.0%	0.0%	0.0%	33.6%
0	0	0	0	456	Biomass & Biowaste	0.0%	0.0%	0.0%	0.0%	2.3%
 <p>■ Electricity Portfolio 1 Name ■ Electricity Portfolio 2 Name ■ Electricity Portfolio 3 Name ■ Electricity Portfolio 4 Name ■ 2021 CA Utility Average</p>					Geothermal	0.0%	0.0%	0.0%	0.0%	4.8%
					Eligible Hydroelectric	0.0%	0.0%	0.0%	0.0%	1.0%
					Solar	0.0%	0.0%	0.0%	0.0%	14.2%
					Wind	0.0%	0.0%	0.0%	0.0%	11.4%
					Coal	0.0%	0.0%	0.0%	0.0%	3.0%
					Large Hydroelectric	0.0%	0.0%	0.0%	0.0%	9.2%
					Natural Gas	0.0%	0.0%	0.0%	0.0%	37.9%
					Nuclear	0.0%	0.0%	0.0%	0.0%	9.3%
					Other	0.0%	0.0%	0.0%	0.0%	0.2%
					Unspecified Power ²	0.0%	0.0%	0.0%	0.0%	6.8%
					TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :						0%	0%	0%	0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. ² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. ³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.										
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2021 POWER CONTENT LABEL												
City of Needles												
www.cityofneedles.com												
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)						Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name	2021 CA Power Mix
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name	2021 CA Utility Average	Eligible Renewable ¹	0.0%	0.0%	0.0%	0.0%	0.0%	33.6%
0	0	0	0	0	456	Biomass & Biowaste	0.0%	0.0%	0.0%	0.0%	0.0%	2.3%
<div>Electricity Portfolio 1 Name</div> <div>Electricity Portfolio 2 Name</div> <div>Electricity Portfolio 3 Name</div> <div>Electricity Portfolio 4 Name</div> <div>Electricity Portfolio 5 Name</div> <div>2021 CA Utility Average</div>						Geothermal	0.0%	0.0%	0.0%	0.0%	0.0%	4.8%
						Eligible Hydroelectric	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%
						Solar	0.0%	0.0%	0.0%	0.0%	0.0%	14.2%
						Wind	0.0%	0.0%	0.0%	0.0%	0.0%	11.4%
						Coal	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%
						Large Hydroelectric	0.0%	0.0%	0.0%	0.0%	0.0%	9.2%
						Natural Gas	0.0%	0.0%	0.0%	0.0%	0.0%	37.9%
						Nuclear	0.0%	0.0%	0.0%	0.0%	0.0%	9.3%
						Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%
						Unspecified Power ²	0.0%	0.0%	0.0%	0.0%	0.0%	6.8%
						TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :							0%	0%	0%	0%	0%	
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2021 POWER CONTENT LABEL																
City of Needles																
www.cityofneedles.com																
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)							Energy Resources	Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name	Electricity Portfolio 6 Name	2021 CA Power Mix		
Electricity Portfolio 1 Name	Electricity Portfolio 2 Name	Electricity Portfolio 3 Name	Electricity Portfolio 4 Name	Electricity Portfolio 5 Name	Electricity Portfolio 6 Name	2021 CA Utility Average	Eligible Renewable ¹ Biomass & Biowaste Geothermal Eligible Hydroelectric Solar Wind Coal Large Hydroelectric Natural Gas Nuclear Other Unspecified Power ² TOTAL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.6%		
0	0	0	0	0	0	456		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.3%	
 <div>Electricity Portfolio 1 Name</div> <div>Electricity Portfolio 2 Name</div> <div>Electricity Portfolio 3 Name</div> <div>Electricity Portfolio 4 Name</div> <div>Electricity Portfolio 5 Name</div> <div>Electricity Portfolio 6 Name</div> <div>2021 CA Utility Average</div>								0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.8%	
								0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%
								0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	14.2%
								0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	11.4%
								0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%
								0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.2%
								0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	37.9%
								0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.3%
							0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	
							0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.8%	
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :								0%	0%	0%	0%	0%	0%			
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Request for Council Action City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: November 8, 2022


Title: Approve the Barrier for Underpass Agreement and Easement Agreement with BNSF Railway Company for the K Street Barrier project.

Background: The K Street underpass is currently closed due to oversized vehicles hitting the bridge. In an effort to reopen the roadway, BNSF and City agreed upon an option to protect the bridge structure by installing vertical barriers in advance of the bridge structure to alert oversized vehicles of the height requirement.

The City designed and awarded a construction project to Phillips Excavating, Inc in January 2021 for the K Street Barrier project. After award of the project, it was determined by BNSF that an easement and agreement was necessary for the City to work in the BNSF right of way.

The Agreement and Easement documents have been drafted and approved by both parties. The cost associated with the easement dedication from BNSF to the City is \$7,500 with an administration fee of \$2,000. Additionally, it may be necessary for BNSF to provide flaggers during construction at an additional cost of \$1600 per day depending on BNSF requirements for a flagging operation. The cost for two (2) days of flaggers have been added to the total cost of the Agreement for an amount of \$3200 and will only be expended if required by BNSF during construction.

Fiscal Impact: A total not to exceed \$12,700 for the easement dedication, administration fee, and flagging is to be funded by General Fund Reserves.

 Sylvia Miledi

Recommendation: Approve the Barrier for Underpass Agreement and Easement Agreement with BNSF Railway Company for the K Street Barrier project and authorize staff to execute said agreement.

Submitted By: Kathy Raasch, Projects Manager

City Management Review:  **Date:** 11/2/2022

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

BARRIER FOR UNDERPASS AGREEMENT

CITY OF NEEDLES

OCT 18 2022

ENGINEERING

BY:



BNSF File No. BF10018098

K Street

U.S. D.O.T. No. 026007X

LS 7200

MP 578.34

Needles Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of _____ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and the City of Needles, a political subdivision of the State of California ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City Needles, State of California;

WHEREAS, Agency desires to improve the existing K Street underpass crossing by constructing a vertical barrier to prevent oversized vehicles from accessing the K Street underpass and designated as Template to be used for Public Project underpass type of work., D.O.T. No. .026007X; and

WHEREAS, The existing underpass has been closed where upon completion of construction and the placing in service of said underpass will be open to traffic.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) **SCOPE OF WORK**

1. The term "**Project**" as used herein includes any and all work related to the construction of the proposed **K Street barrier** (hereinafter referred to as the "**Structure**"), more particularly described on the Exhibit A, which is attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. During construction of the Structure, vehicular traffic will be excluded from the use of N K Street between the intersection of Front Street & N K Street and 102 N K Street. Additionally, temporary controls during construction must comply with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

2) **BNSF OBLIGATIONS**

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars (\$2,000), together with the Temporary Construction License Fee in the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;

- (a) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure;
- (b) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure; and
- (c) Require the Agency or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) Six (6) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

3) **AGENCY OBLIGATIONS**

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1. Agency must furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.
2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
3. Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.
4. Agency must acquire all rights of way necessary for the construction of the Project.
5. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project..

6. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

- (a) Construction of the Structure;
- (b) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (c) Provide suitable drainage, both temporary and permanent;
- (d) Construction and removal of a temporary pedestrian roadway detour crossing of the tracks, including chain link fence chute;
- (e) Provide appropriate pedestrian control during construction;
- (d) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

7. Agency must apply and maintain said D.O.T. Crossing number 026007X in a conspicuous location on the Structure.

8. Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply

with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFContractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

10. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

11. Agency or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If necessary, Agency must submit for approval two (2) copies of a professionally engineered demolition plan, as set forth in Exhibit G, with applicable calculations to BNSF's Manager of Public Projects.

12. Agency must include the following provisions in any contract with its provider(s) performing work on said Project:

- (a) The Provider is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Provider will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Provider must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Provider must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) The Provider will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Provider must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

- (c) Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to the Agency or BNSF until these items are completed.
- (d) In addition to the liability terms contained elsewhere in this Agreement, the Provider hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Provider, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Provider, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit F attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and

delivered to BNSF an agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

- (d) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative Two (2) weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (e) The plans and specifications for the Project must be in compliance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F, attached to this Agreement and incorporated herein.

15. Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE

SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

17. Agency must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

4) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to

perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from the Manager of Public Projects.

2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify for appropriate corrective action.

6. Pursuant to this section and Article II, Section 6 herein, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes), less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

8. The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

9. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No. 026007X and must state the time that construction activities will begin.

10. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and Agency agree to the following terms upon completion of construction of the Project:

- (a) BNSF will, at its sole cost and expense, accept, own, and maintain its roadbed, track, any access gates installed pursuant to the Project, railroad drainage, and all other railroad facilities.
- (b) Agency will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b).
- (c) Agency must, at Agency's sole cost and expense, keep the Structure painted and free from graffiti.
- (d) Agency must apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement. All signage shall meet the requirements of the current edition of the MUTCD (Manual on Uniform Traffic Control Devices)
- (e) If at such time either clearance bar is damaged so that it no longer protects the underpass from vehicle strikes, the Roadmaster and Manager Public Projects shall be notified and the roadway will be closed after 30 days if the damage is not repaired within that time.
- (a) Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.

- (b) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (c) Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- (i) If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only **BNSF** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to **BNSF** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "**BNSF**" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to Agency or its contractors. The limits of coverage are the same as above.

11. Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to BNSF tracks for maintenance purposes.

12. Agency must provide one set of as built plans (prepared in English Units) to BNSF, as well as one set of digital plans containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

13. Subject to the restrictions imposed by Article IV, Section 9 above and in accordance with the requirements of Article III, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

14. In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work,

including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the sole responsibility of Agency.

15. Agency may, at Agency's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.

16. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

17. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

18. In the event construction of the Project does not commence within 12 months of the Effective Date, this Agreement will become null and void.

19. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

20. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

21. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

22. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:

BNSF's Manager of Public Projects

Agency:

City of Needles

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

AGENCY

CITY OF NEEDLES

By: _____

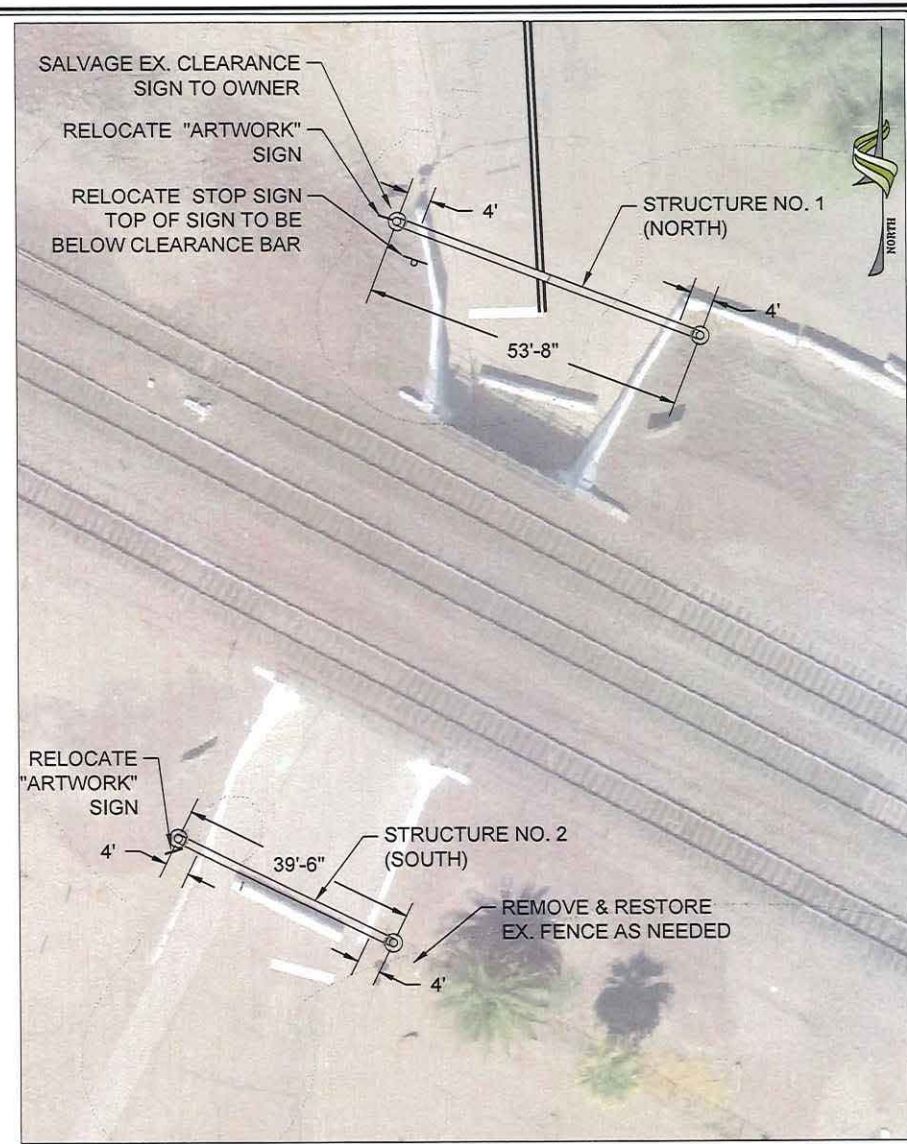
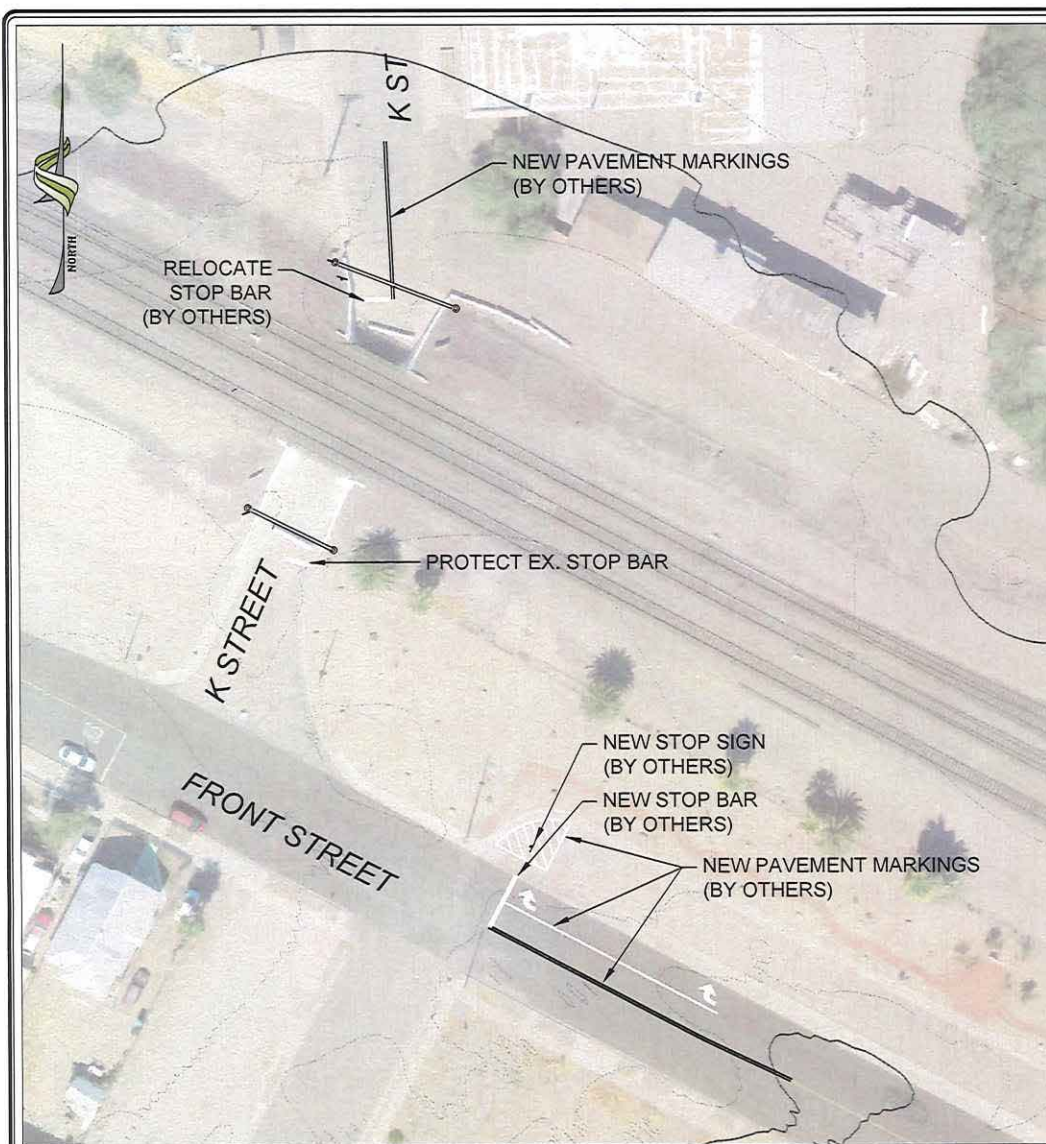
Printed Name: _____

Title: _____

WITNESS:

Exhibit A

[Insert drawing of the Project and/or Structure]



3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84120
(801) 955-5505

50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6800

NO	DATE	REV BY	REVISION	ISSUE

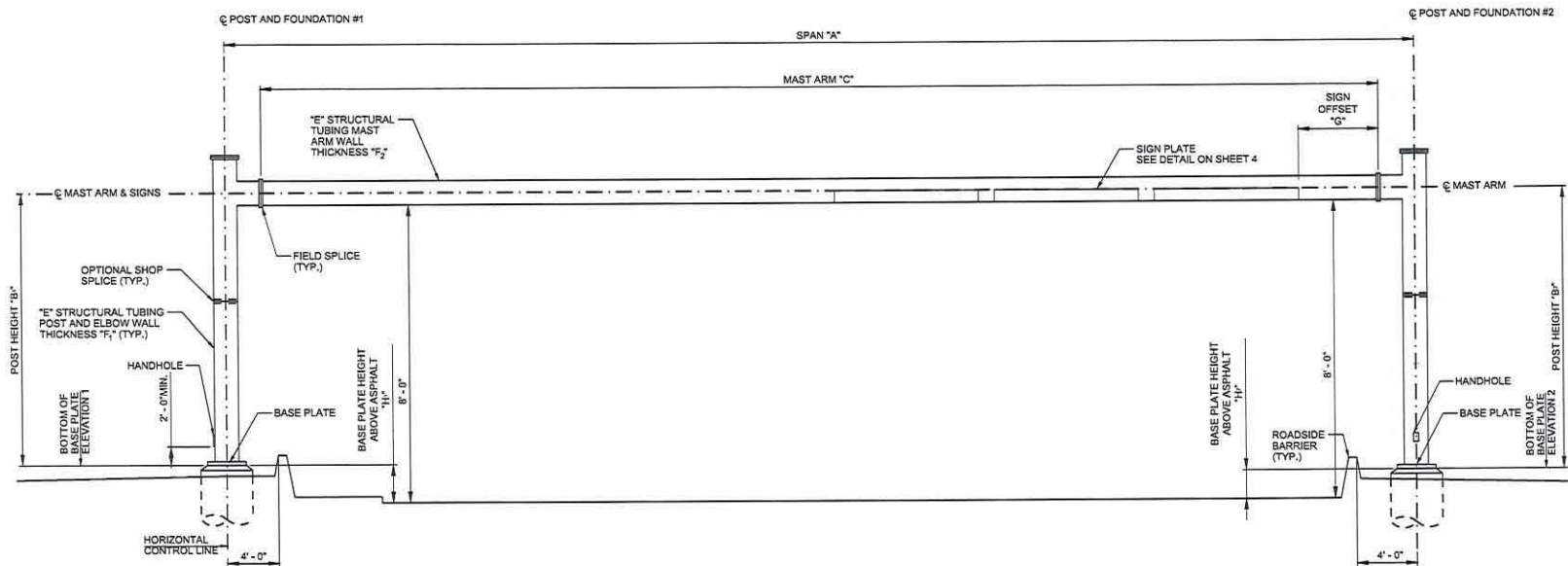


817 THIRD STREET
NEEDLES, CA 92363
(760) 326-2113

PROJECT NAME	RAILROAD BRIDGE
PROJECT LOCATION	NEEDLES, CALIFORNIA

SCALE	11'x17" 24'x36" N.T.S.
SHEET TITLE	SITE PLAN

CRAWN: RKT	PROJECT #
DESIGNER: MDH	20-09-009
REVIEWED: DIO	DATE
DWG	OCTOBER 2020
1 OF 4	



SINGLE MAST ELEVATION VIEW

(LOOKING AHEAD IN THE DIRECTION OF TRAFFIC)

NOTES

1. USE SAME DIAMETER PIPE FOR POST, ELBOW AND MAST ARM.
2. ALL DIAMETERS ARE OUT-TO-OUT UNLESS OTHERWISE NOTED.
3. STATIONS AND OFFSETS PROVIDED ARE AT THE CENTERLINE POST AND FOUNDATION.
4. SEE "STEEL DETAILS" SHEET FOR STEEL DETAILS.
5. CONTRACTOR TO CONFIRM SURVEYED FOUNDATION ELEVATIONS WITH ENGINEER PRIOR TO CONSTRUCTING FOUNDATIONS.
6. ALL STEEL MEMBERS TO BE HOT DIPPED GALVANIZED.

STRUCTURE DIMENSIONS

STRUCTURE NO.	DIRECTION OF TRAVEL	SPAN "A" (FT.-IN.)	POST HEIGHT "B" (FT.-IN.)	POST HEIGHT "B" (FT.-IN.)	MAST ARM "C" (FT.-IN.)	PIPE DIAMETER "E" (IN.)	POST AND ELBOW WALL THICKNESS "F" (IN.)	MAST ARM WALL THICKNESS "F" (IN.)	SIGN OFFSET "G" (FT.-IN.)	BASE PLATE HEIGHT ABOVE ASPHALT "H" (FT.-IN.)	BASE PLATE HEIGHT ABOVE ASPHALT "H" (FT.-IN.)	ELEVATION 1 T.B.D. BY SURVEYOR	ELEVATION 2 T.B.D. BY SURVEYOR
1 (NORTH)	SOUTH	53'-8"	6'-0"	4'-6"	51'-0"	16"	0.375"	0.375"	6'-8"	2'-0"	3'-6"		
2 (SOUTH)	NORTH	39'-5"	6'-0"	6'-0"	36'-10"	16"	0.375"	0.375"	4'-8"	2'-0"	2'-0"		



3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84120
(801) 955-5605

50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6900

REVISION				
NO.	DATE	REV. BY	ISSUE	

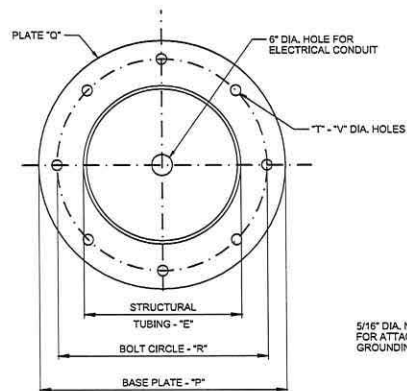


817 THIRD STREET
NEEDLES, CA 92363
(760) 326-2113

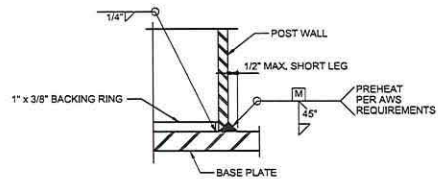
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PROJECT LOCATION	NEEDLES, CALIFORNIA

SCALE	1"=10'-0"
DATE	OCTOBER 2020
DESIGNER	MDR
REVIEWED	DC

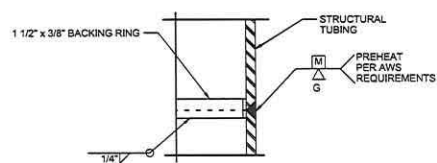
PROJECT #	20-CN-100X
DWG	2 OF 4



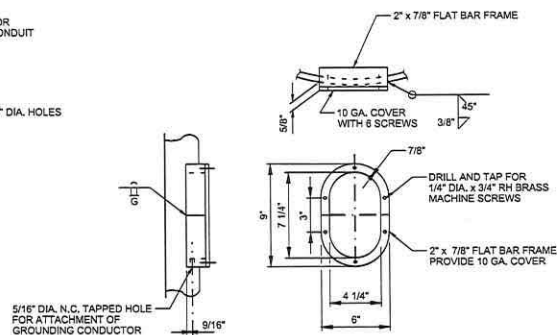
POST BASE PLATE



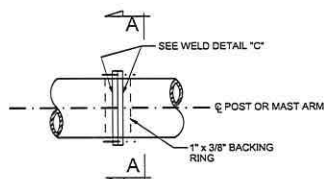
WELD DETAIL "A"
(AT BASE PLATE)



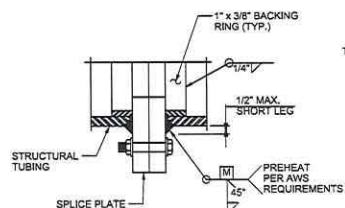
WELD DETAIL "B"
(AT OPTIONAL SHOP SPICE)



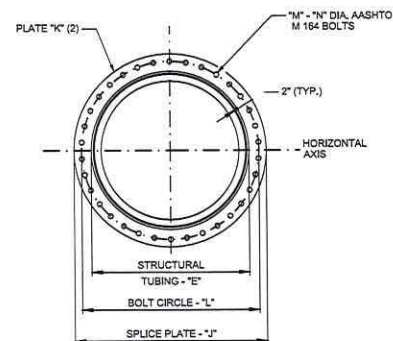
HANDHOLE AND COVER DETAILS



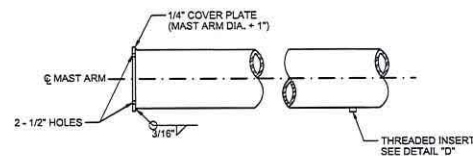
FIELD SPICE DETAIL



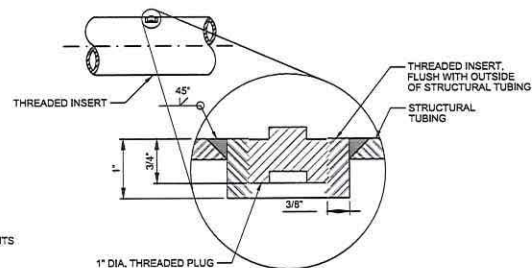
WELD DETAIL "C"
(AT FIELD SPICE)



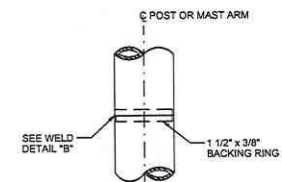
SECTION A-A



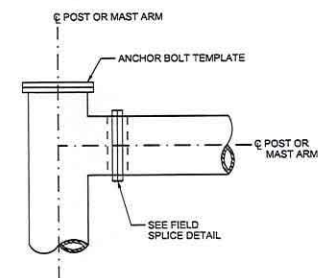
MAST ARM END DETAIL
(FOR CANTILEVER AND BUTTERFLY STRUCTURES)



DETAIL "D"



OPTIONAL SHOP SPICE DETAIL



TEE DETAIL

NOTES

1. USE BOLTS CONFORMING TO ASTM A 325 AT SPICE PLATE.
2. USE NUTS CONFORMING TO AASHTO M 291 GRADE DH OR AASHTO M 292 GRADE 2H.
3. USE DIRECT-TENSION INDICATOR WASHERS CONFORMING TO ASTM F-959 ON BOLTS USED AT SPICE PLATES.
4. GALVANIZE NUTS, BOLTS AND WASHERS ACCORDING TO AASHTO M 232.



REVISION				
NO	DATE	REV. BY	ISSUE	

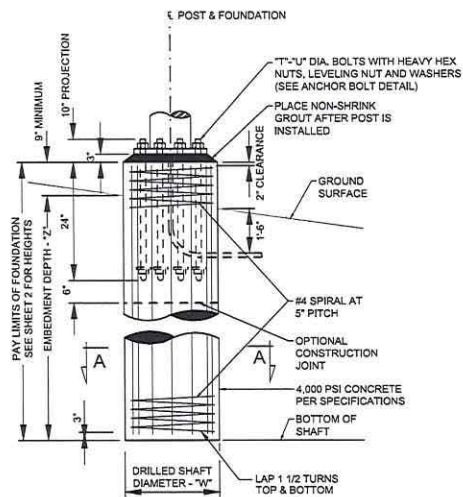


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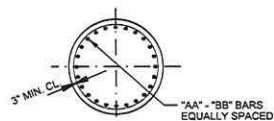
PROJECT NAME	K STREET UNDERPASS CLEARANCE BAR
PROJECT LOCATION	NEEDLES, CALIFORNIA

SCALE	1" = 1'-0"
DATE	OCTOBER 2000
DESIGNED BY	MDH
CHECKED BY	MDH
APPROVED BY	MDH

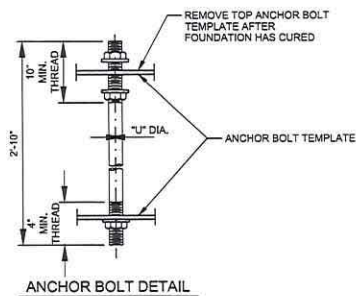
PROJECT #	20-CN-000
DATE	OCTOBER 2000
DWG	3 OF 4



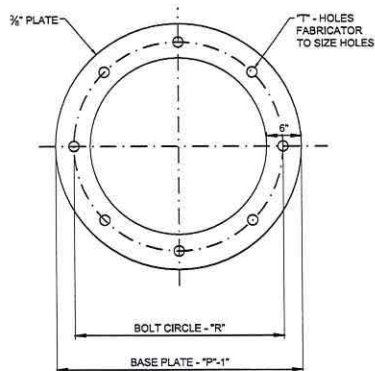
SIGN FOUNDATION DETAIL



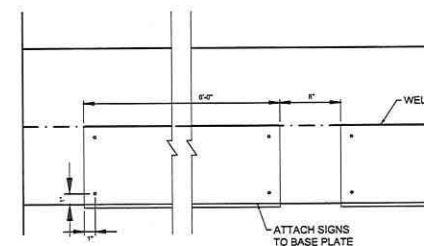
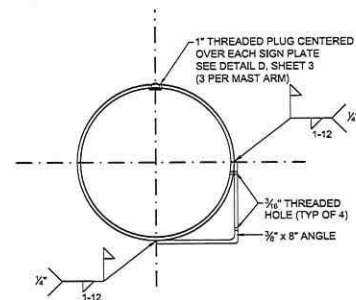
SECTION A-A



ANCHOR BOLT DETAIL



POST BASE PLATE



SIGN PLATE



SIGNAGE

NOTES

- FURNISH ANCHOR BOLTS CONFORMING TO ASTM F-1554 GRADE 55.
- DO NOT WELD ANCHOR BOLTS TO REINFORCING STEEL.
- FURNISH NUTS AND WASHERS ACCORDING TO AASHTO M 291 AND M 293, RESPECTIVELY.
- GALVANIZE NUTS, WASHERS AND ANCHOR BOLTS ACCORDING TO AASHTO M 232.
- USE LEVELING NUTS DURING SIGN ERECTION TO ACHIEVE FINAL POSITION. ENSURE THAT ALL LEVELING NUTS (BELOW THE BASE PLATE) ARE IN FULL CONTACT WITH THE BASE PLATE. USE THE TOP NUTS (ABOVE THE BASE PLATE) TO PRETENSION THE ANCHOR BOLTS BY THE TURN OF THE NUT METHOD. TURN THE TOP NUT 1/8 TURN BEYOND THE SNUG-TIGHT (FULL CONTACT) CONDITION. THIS WILL BE DONE BEFORE PLACEMENT OF NON-SHRINK GROUT.

SPLICE PLATE DIAMETER "J" (IN.)	SPLICE PLATE THICKNESS "K" (IN.)	BOLT CIRCLE DIAMETER "L" (IN.)	NUMBER OF SPLICE BOLTS "M"	SPLICE BOLT DIAMETER "N" (IN.)	BASE PLATE DIAMETER "P" (IN.)	BASE PLATE THICKNESS "Q" (IN.)	ANCHOR BOLT CIRCLE DIAMETER "R" (IN.)	NUMBER OF ANCHOR BOLTS "T"	ANCHOR BOLT DIAMETER "U" (IN.)	ANCHOR BOLT HOLE DIAMETER "V" (IN.)	DRILLED SHAFT DIAMETER "W" (IN.)	MINIMUM DRILLED SHAFT EMBEDMENT DEPTH "Z" (FT.)	VERTICAL REINFORCING NUMBER OF BARS "AA"	BAR SIZE "BB"
20"	1.5"	18"	16	0.75"	28"	1.5"	22"	8	1.5"	1.75"	36"	10'	16	#8



REVISION				
NO	DATE	REV. BY	ISSUE	



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

PROJECT NAME K STREET UNDERPASS CLEARANCE BAR
PROJECT LOCATION NEEDLES, CALIFORNIA

SCALE 1 1/4" = 1'-0" 24" = 36" N.T.S.	DRAWN: MSA DESIGNER: MDH REVIEWED: DIO PROJECT # 20-CN-000 DATE OCTOBER 2020 DWG 4 OF 4
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SHEET TITLE
**FOUNDATION & SIGN
DETAILS**

EASEMENT AGREEMENT

FOR K STREET UNDERPASS CLEARANCE BAR

(Underpass Agreement)

THIS EASEMENT AGREEMENT FOR _____ ("Easement Agreement") is made and entered into as of the ____ day of _____ 20____

("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor"), and CITY OF NEEDLES a Municipal Corporation ("Grantee").

- A. Grantor owns or controls certain real property situated at or near the vicinity of K Street and Front, County of San Bernardino, State of California, at Mile Post [Project # _____], as described or depicted on Exhibit "A-1" attached hereto and made a part hereof (the "Premises").
- B. Grantor and Grantee have entered into that certain Underpass Agreement dated as of _____ concerning improvements on or near the Premises (the "**Underpass Agreement**").
- C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).
- D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the UNDERPASS Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the UNDERPASS Agreement.
- 1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances

of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the UNDERPASS Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises.
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement.

The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. **[If this is a temporary easement replace the preceding sentence with the following:** The term of this Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is _____ after the Effective Date.]

Section 3 No Warranty of Any Conditions of the Premises.

Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH

PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises.

GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements.

Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify

their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees.

Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils

contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have

under the UNDERPASS Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform **the following**:

- (d) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (e) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (f) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (g) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens.

Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee

pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange.

Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to affect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices.

Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the UNDERPASS Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation.

It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B-1" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. [IF LEGAL DESCRIPTION IS NOT AVAILABLE USE THE FOLLOWING IN PLACE OF THE PRIOR SENTENCE: As of the Effective Date, a legal description of the Premises is not available. Grantee and Grantor shall work together in good faith to establish the legal description for the Premises. Once Grantor and Grantee have approved the legal description, Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B-1" (the "**Memorandum of Easement**").] The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within ____ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and

provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15 Administrative Fee.

15.1 Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of **\$2,000.00** over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[Signature page follows]

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware
Corporation

By: _____ Name: _____
Title: _____

GRANTEE:

CITY OF NEEDLES, a Municipal Corporation

By: _____ Name: _____
Title: _____

EXHIBIT "A-1"
Premises

EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 9 North, Range 23 East, San Bernardino Meridian, in the County of San Bernardino, State of California, described as follows:

Commencing at the Point of Intersection of the Burlington Northern and Santa Fe Railway Company's Main Track Centerline and the East line of said Northeast 1/4 of the Southeast 1/4; thence North 59°58'00" West, 311.51 feet along said Burlington Northern and Santa Fe Railway Company's Main Track Centerline to a line perpendicular with said Centerline; thence North 30°02'00" East, 53.41 feet along said perpendicular line to the true Point of Beginning; thence North 69°13'02" West, 56.00 feet; thence North 23°04'05" East, 3.00 feet; thence South 69°13'02" East, 56.00 feet; thence South 23°04'05" West, 3.00 feet to the point of beginning.

Containing 168 sq. ft.

Affecting: APN 018509113

See Sheet 2 (Exhibit "B") for a plat depicting the above-described property.

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



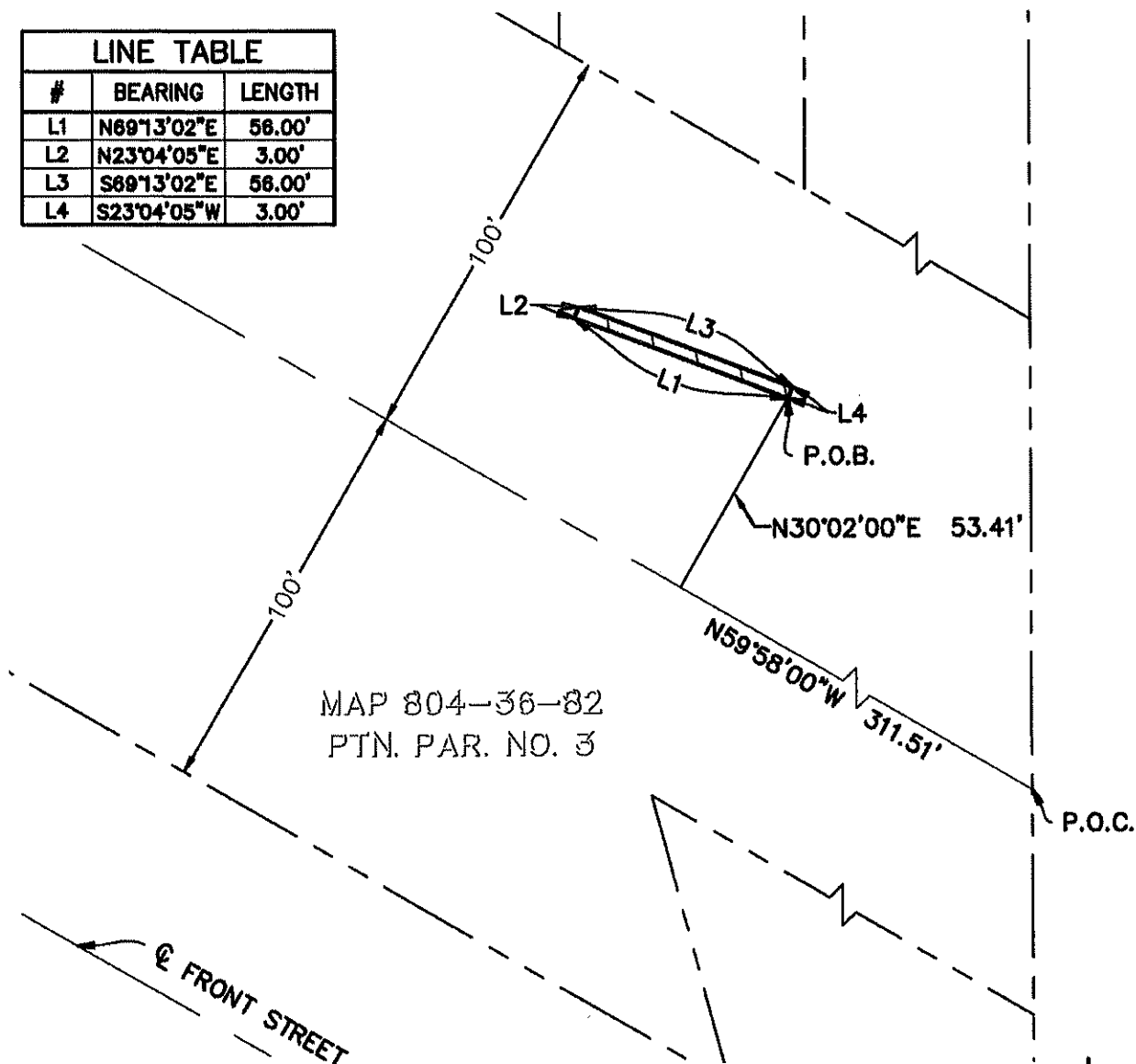
Ronald A. Musser, L.S. 4230, Exp. 6-30-24




Date

7/5/22

LINE TABLE		
#	BEARING	LENGTH
L1	N69°13'02"E	56.00'
L2	N23°04'05"E	3.00'
L3	S69°13'02"E	56.00'
L4	S23°04'05"W	3.00'



LEGEND

- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT LINE
-  EASEMENT AREA
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

SCALE: 1"=40'

J.N.: 168-19



TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440


RONALD A. MUSSER L.S. No. 4230

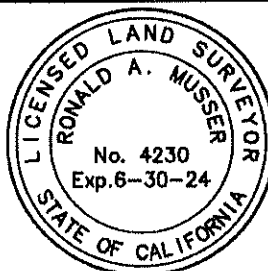


EXHIBIT 'B'

RIGHT-OF-WAY
EASEMENT DEED
APN 018509113

EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 9 North, Range 23 East, San Bernardino Meridian, in the County of San Bernardino, State of California, described as follows:

Commencing at the Point of Intersection of the Burlington Northern and Santa Fe Railway Company's Main Track Centerline and the East line of said Northeast 1/4 of the Southeast 1/4; thence North 59°58'00" West, 309.66 feet along said Burlington Northern and Santa Fe Railway Company's Main Track Centerline to a line perpendicular with said Centerline; thence South 30°02'00" West, 59.59 feet along said perpendicular line to the true Point of Beginning; thence South 30°02'00" West, 3.00 feet; thence North 59°58'00" East, 42.36 feet; thence North 30°02'00" East, 3.00 feet; thence South 59°58'00" East, 42.36 feet to the point of beginning.

Containing 127 sq. ft.

Affecting: APN 018509113

See Sheet 2 (Exhibit "B") for a plat depicting the above-described property.

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

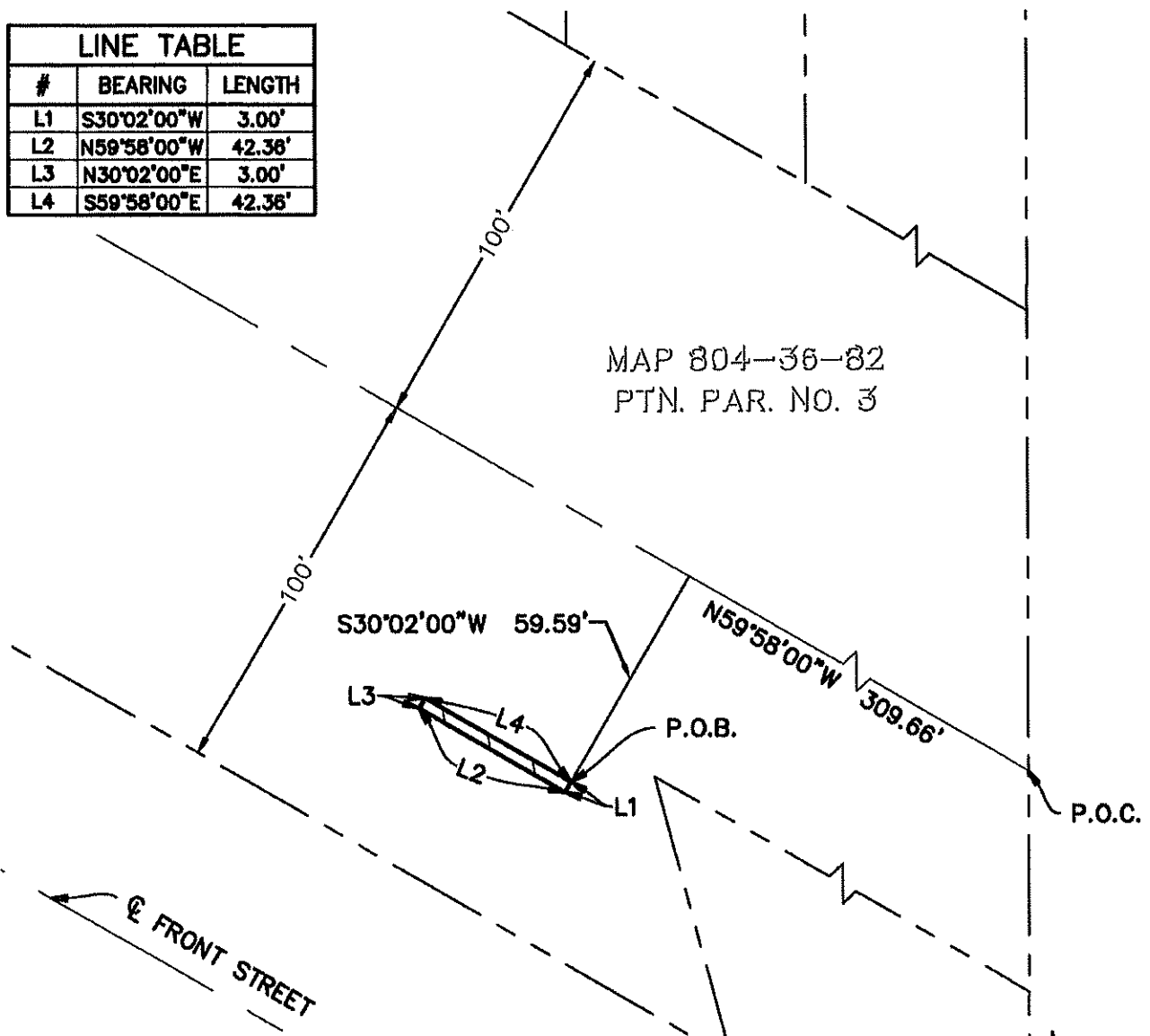


Ronald A. Musser, L.S. 4230, Exp. 6-30-24




7/15/22
Date

LINE TABLE		
#	BEARING	LENGTH
L1	S30°02'00"W	3.00'
L2	N59°58'00"W	42.36'
L3	N30°02'00"E	3.00'
L4	S59°58'00"E	42.36'



LEGEND

- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT LINE
-  EASEMENT AREA
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING



SCALE: 1"=40'

J.N.: 168-19



TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440


RONALD A. MUSSER L.S. No. 4230



EXHIBIT 'B'

RIGHT-OF-WAY
EASEMENT DEED
APN 018509113

EXHIBIT "B-1"
Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ____ day of _____, 20____, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Grantor"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth Texas 76131, and **CITY OF NEEDLES**, a City Municipality ("Grantee"), whose address for purposes of this instrument is 817 Third Street, Needles, 92363, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties.

WHEREAS Grantor owns or controls certain real property situated in City of Needles, San Bernardino County, CA as described on Exhibit "A-1" attached hereto and incorporated herein by reference (the "Premises");

WITNESSETH:

WHEREAS Grantor owns or controls certain real property situated in City of Needles, San Bernardino County, CA as described on **Exhibit "A-1"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

WHEREAS, For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____

Name: _____

Title: _____

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 _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature of Notary Public

GRANTEE:

CITY OF NEEDLES, a Charter City

By: _____

Name: Rick Daniels

Title: City Manager

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 _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

1.01.01 The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the **K Street Underpass Clearance Bar project**.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

1.01.05 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

1.01.06 The Contractor must notify (Agency) at _____ and Railway's Manager Public Projects, telephone number (_____) _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.

1.01.07 For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

1.01.08 Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

Contractor Safety Orientation

1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

Railway Requirements

1.03.01 The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

1.03.02 The Contractor must notify the Railway's Division Engineer at (____)_____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

1.03.03 The Contractor must abide by the following temporary clearances during construction:

15'-0"	Horizontally from centerline of nearest track
21'-6"	Vertically above top of rail
27'-0"	Vertically above top of rail for electric wires carrying less than 750 volts
28'-0"	Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
30'-0"	Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
34'-0"	Vertically above top of rail for electric wires carrying more than 20,000 volts

1.03.04 Upon completion of construction, the following clearances shall be maintained:

[Note to Drafter: The vertical clearance should mirror the final negotiated design clearance]

25'-0"	Horizontally from centerline of nearest track
23'-0"	6" Vertically above top of rail

1.03.05 Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency) and must not be undertaken until approved in writing by the Railway, and until the (Agency) has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

1.03.06 In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway

operations. The cost of tell-tales or protective devices will be borne by the Agency.

1.03.07 The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

1.03.08 At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

1.03.09 Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

1.03.10 The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

1.04.01 Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

[Note to Drafter: when appropriate insert e-RailSafe language as follows:

1.04.02 Contractor shall have a background investigation performed on all of its ay's representative.

employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's property, or b) that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the

custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

Railway Flagger Services:

1.05.01 The Contractor must give Railway's **Roadmaster** (telephone _____) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

1.05.02 Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

1.05.02a When, upon inspection by Railway's Representative, other conditions warrant.

1.05.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

1.05.02c When work in any way interferes with the safe operation of trains at timetable speeds.

1.05.02d When any hazard is presented to Railway track, communications, signal, electrical, or other

facilities either due to persons, material, equipment or blasting in the vicinity.

1.05.02e Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

1.05.03 Flagging services will be performed by qualified Railway flaggers.

1.05.03a Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

1.05.03b Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

1.05.03c The cost of flagger services provided by the Railway will be borne by (Agency). The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

1.05.03d The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ trains at a timetable speed of _____ MPH.

Contractor General Safety Requirements

1.06.01 Work in the proximity of railway track(s) is potentially hazardous were movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations. MPH and _____passenger

1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

1.06.05 Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

1.06.06 Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

1.06.07 For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

1.06.08 All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall

protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in**

this paragraph, the web site will govern.)

1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

1.06.10 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

1.06.11 Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

1.06.12 All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

Excavation:

1.07.01 Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

1.07.02 The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

1.07.03 All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

1.07.04 Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

Hazardous Waste, Substances and Material Reporting:

1.08.01 If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

Personal Injury Reporting

1.09.01 The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

☐ Passenger on train (C)

☐ Non-employee (N)
(i.e., emp of another railroad, or; non-BNSF emp involved in vehicle accident, including company vehicles)

☐ Contractor/safety sensitive (F)

☐ Contractor/non-safety sensitive (G)

☐ Volunteer/safety sensitive (H)

☐ Volunteer/other non-safety sensitive (I)

☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment: _____					
5. Driver's License No (and state) or other ID:			SSN (required): _____		
6. Name (last, first, mi): _____					
7. Address:		City:	_____	St:	_____
				Zip:	_____
8. Date of Birth:		and/or Age:		Gender:	
		(if available)			
Phone Number:		Employer:			
9. Injury:			10. Body Part:		
(i.e., Laceration, etc.)			(i.e., Hand, etc.)		
11. Description of Accident (To include location, action, result, etc.):					

12. Treatment:					
<input type="checkbox"/> First Aid Only					
<input type="checkbox"/> Required Medical Treatment					
<input type="checkbox"/> Other Medical Treatment					

13. Dr. Name:			Date:		
_____			_____		
14. Dr. Address:					
Street:		City:	_____	St:	_____
				Zip:	_____
15. Hospital Name:					

16. Hospital Address:					
Street:		City:	_____	St:	_____
				Zip:	_____
17. Diagnosis:					

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND
PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

EXHIBIT "C-1"
Agreement Between
BNSF RAILWAY COMPANY
and the CONTRACTOR

Railway File: _____

Agency Project: _____

PHILLIPS EXCAVATION, INC. (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated February 8, **2021**, with **CITY OF NEEDLES, a Municipal Corporation**, for the performance of certain work in connection with the following project: **K Street Underpass Clearance Bar project**. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for CITY OF NEEDLES (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

[***Note to Drafter: In]

Arizona, California, Idaho, Illinois, Louisiana, Minnesota, Mississippi, Nebraska, New Mexico, and Wyoming check with the Law Department or appropriate local counsel to ensure that the indemnity language is enforceable.

In California and Wyoming, replace the word "GROSS" in the last sentence with the word "SOLE"
In California replace the word "INTENTIONAL" in the last sentence with the word "WILLFUL".

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law.
THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

B. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to

amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

1) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

2) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative: _____ (_____) _____ (_____) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

PHILLIPS EXCAVATION, INC.

BNSF Railway Company

By: _____

Printed Name: _____ Melody Phillips _____

Title: _____ President _____

Contact Person: Melody Phillips
Address: 805 E. Broadway
City: Needles State: CA Zip: 92363
E-mail: phillipsexcavatinginc@frontiernet.net
Fax: _____
Phone: 760-326-2527

By: _____

Name: _____

Title: _____ Manager Public Projects _____

Accepted and effective this _____ day of 20__.

EXHIBIT D

[Cost K Street Underpass Clearance Bar]

NOT REQUIRED

Exhibit E

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. Rick Daniels, City Manager

City of Needles [Name of Agency Here]

817 Third Street [Address for Agency]

Needles, CA 92363

Re: Final Approval of Plans and Specifications dated October, 2020, drafted by
Epic Engineering (**hereinafter called, the "Plans and Specifications"**)

Dear Mr. Daniels:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of K Street Underpass Clearance Bar. This final written approval is given to CITY OF NEEDLES ("Agency") pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and Agency, dated _____, 20__, which this Exhibit E is attached to and made a part thereof.

If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Agency must resubmit said Plans and Specifications to BNSF for final written approval.

It is understood that the approvals contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by CITY or its contractor for approval.

BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design of the project.

Regards,

[Public Projects Manager's Name]



City of Needles, California Request for City Council Action

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

Meeting Date: 11/08/2022

Title: Authorize the City Manager or his designee to execute the First Amendment to the Master Purchase, License and Services Agreement with Landis & Gyr ("Landis") to remove the installation of electric meters from the scope of work; and execute an Installation Agreement with Wellington Energy, Inc. ("WEI") to install residential meters as part of the Advanced Metering Infrastructure (AMI) project.

Background: The City/NPUA solicited proposals to design, license and install the AMI system. The Council awarded the contract to Landis with WEI as a sub-contractor.

Landis has recently informed the City that it is not eligible to register with the Department of Industrial Relations ("DIR") which is required for prevailing wage work. Landis has requested that the City remove the installation of the Meters from the scope of work in the Agreement and instead, contract directly with Landis' subcontractor, Wellington, for the installation of the Meters. Additionally, the City has experienced an urgent situation that threatens local health, safety, and welfare of ratepayers. During the public comment period of the City Council meeting on October 11, 2022, members of the public expressed concern regarding overcharges on utility services that resulted from reliance on a manual meter reading system. Because of the overcharges, residents are not able to pay for life sustaining utility services. It is imperative, therefore, that the City move to an automated meter reading system, such as the system being implemented by Landis. This transition to automated metering needs to be accomplished expeditiously for the provision of essential services as permitted by section 1109 of the City's Charter. The City/NPUA will be contracting directly with WEI as a general contractor for the residential electrical meter installation. By directly contracting with WEI, the City/NPUA is saving approximately \$80,037.30 on the residential meter installation with the price dropping from \$352,000 to \$262,463. Additionally, the Landis' scope of work is being reduced another \$50,700 for the commercial meter installation which will be installed by the City/NPUA at a later date.

Fiscal Impact: The new project cost for the for the electric portion of the work is \$1,959,321.70 to be allocated against the electric asset replacement fund. This amount represents a savings of \$130,737.30 from the original contract amount of \$2,090.059.

SM Sylvia Miledi

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

AGENDA ITEM: 11

Recommendation: Authorize the City Manager or his designee to execute the First Amendment to the Master Purchase, License and Services Agreement with Landis to remove the installation of electric meters from the scope of work for Landis under the original Agreement; and execute an Installation Agreement in substantially the same form after City Attorney review with WEI for the AMI project in the amount of \$262,462.70 plus the cost of required bonding.

Submitted By: Kathy Raasch, Projects Manager

City Management Review:



Date:

11/4/22

FIRST AMENDMENT TO THE MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT

This First Amendment (“**First Amendment**”) to the Master Purchase, License and Services Agreement dated October 18, 2021 (“**Original Agreement**”) by and between Landis+Gyr Technology, Inc. (“**Landis+Gyr**”) and City of Needles (“**Customer**”) is effective as of November __, 2022 (“**Effective Date**”). Capitalized terms herein not defined shall have the meanings ascribed to such terms in the Original Agreement.

BACKGROUND

A. WHEREAS, the parties hereby desire to amend the Original Agreement to exclude among other items: (a) electric meter installation services; (b) pricing schedule line items; and (c) scope of services.

B. NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained in this First Amendment and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound by this First Amendment, agree as follows:

AGREED TERMS

1. **Exhibit A - Project Delivery Services Overview.** Table 1 - Summary of Roles in Exhibit A of the Original Agreement is hereby amended as set forth in Schedule 1 hereto attached.
2. **Gridstream RF Solution Pricing.** The Products and Services Pricing Table in Exhibit A of the Original Agreement is hereby amended as set forth in Schedule 2 hereto attached.
3. **Pricing Clarification.** The Installation clarification (page 21) line item 38 is removed in its entirety from the Original Agreement.
4. **Deployment Project Statement of Work.** Section D 1.2 Scope in Exhibit A of the Original Agreement is amended as follows, “All water meter equipment installation will be completed by a 3rd party installation contractor (henceforth referred to as "Installer") that will be contracted by and be the responsibility of Landis+Gyr; All electric meter equipment installation will be completed by a 3rd party installation contractor (henceforth referred to as "Installer") that will be contracted by and be the responsibility of Customer.”
5. **Deployment Project Statement of Work.** Section D 1.4 Key Assumptions in Exhibit A of the Original Agreement is amended as follows, “Landis+Gyr is responsible for installation of all water endpoints; Customer is responsible for installation of all network equipment and electric endpoints.”
6. **Deployment Project Statement of Work.** Table 5. Planning Stage Activities in Section D 3.2 in Exhibit A of the Original Agreement is hereby amended as set forth in Schedule 3 hereto attached.
7. **Deployment Project Statement of Work.** Table 6. Execution and Control Stage Deliverables in Section D 3.3 in Exhibit A of the Original Agreement is hereby amended as set forth in Schedule 4 hereto attached.

8. **Deployment Project Statement of Work.** Table 7. Execution and Control Stage Activities in Section D 3.3 in Exhibit A of the Original Agreement is hereby amended as set forth in Schedule 5 hereto attached.

9. **Landis+Gyr's Liability.** Based on the fact that electrical meter installation is the responsibility of Landis+Gyr under the Original Agreement and that Customer is retaining or undertaking such services as an accommodation to Landis+Gyr, Landis+Gyr agrees that its obligations under the Original Agreement shall not be limited or reduced as a result of entering into this First Amendment, except as specifically provided herein to the contrary. Landis+Gyr shall be responsible for all aspects of the installation of electric meters as if Landis+Gyr or its subcontractor and agent had done so as originally contemplated. Likewise, Landis+Gyr shall not have the right to assert any claims or defenses against Customer at any time with respect to any matter including, but not limited, to warranty claims for electric meters as a result of the Customer's retaining or undertaking the installation services as provided herein.

10. **Amendment.** All other terms of the Original Agreement not otherwise amended or supplemented by this First Amendment shall remain unchanged and in full force and effect.

11. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12. **Entire Original Agreement.** This First Amendment and the Original Agreement set forth the entire understanding of the parties and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of the Original Agreement as amended by this First Amendment. In the event of a conflict between the Original Agreement and this First Amendment, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has executed its duly authorized representative to execute this First Amendment as of the Effective Date.

CITY OF NEEDLES

Signature: _____

Name: _____

Title: _____

LANDIS+GYR TECHNOLOGY, INC

Signature: _____

Name: _____

Title: _____

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

SBEMP LLP

LANDIS+GYR TECHNOLOGY, INC

Signature: _____

Name: _____

Title: _____

John O. Pinkney
City Attorney

SCHEDULE 1 - Table 1 - Summary of Roles in Exhibit A

Services	Landis+Gyr	Customer
Project Management Support	√	
System Design	√	
Training	√	
Installation (network)		√
Installation (electric endpoints)		√
Installation (water endpoints)	√	
Field Engineering (on-site field installation support)		√
Standard Integration Services (as described below). If custom interfaces are required, a separate SOW will be mutually agreed upon for an additional fee.		To be determined if required
System Administration/Daily Operations/Database Administration		√
WAN Backhaul Communications		√

SCHEDULE 2 - Products and Services Pricing Table in Exhibit A

Item	Quantity	Unit Price	Extended Price
Network Equipment			
Network Gateway, 10-Foot Default Power Cable, 1 Series 5 Radio, 1 Cellular Modem, Utility Pole Mount	6	\$4,700.00	\$28,200.00
RF Router and Kit with 20-Foot Cable	12	\$1,600.00	\$19,200.00
Electric Meters with Communications Modules			
RF FOCUS AXe-SD (Form 2S)	2,500	\$133.00	\$332,500.00
RF S4x (Forms 5S, 6S, 8/9S, 12S, 16S)	150	\$297.50	\$44,625.00
Water Meters with Communications Modules			
RF Mesh Wall-Mount Water Module	1,944	\$115.00	\$223,560.00
5/8 x 3/4" Multi-Jet Meter w/Plastic Bottom w/Encoder Register w/Bare Wire	1,719	\$80.95	\$139,153.05
1"	98	\$267.00	\$26,166.00
1-1/2"	41	\$1,364.00	\$55,924.00
2"	79	\$1,342.00	\$106,018.00
3"(retrofit)	1	\$115.00	\$115.00
4"(retrofit)	3	\$115.00	\$345.00
6"(retrofit)	2	\$115.00	\$230.00
10"(retrofit)	1	\$115.00	\$115.00
Installation Services			
Water Meter (2" and Less) with Integrated Interpreter Register Installation	1,937	\$232.00	\$449,384.00
Pit Module (on Meters > 3") Installation	7	\$118.00	\$826.00
Project Delivery Services			
AMI Project Delivery Services	1	\$96,000.00	\$96,000.00
Installation Project Delivery Services	1	\$37,000.00	\$37,000.00
Training			
Online Training Implementing 2-Way Water Security On-line Training (8 Training Credits)	1	\$300.00	\$300.00
Network Deployment 3-Day Classroom Training (Includes Tech Studio Training)	1	\$400.00	\$400.00
Command Center Application 3 Day Classroom Training	1	\$1,700.00	\$1,700.00
40 Training Credits (optional for on-line training)	1	\$1,700.00	\$1,700.00
40 Training Credits (optional for on-line training)	1	\$2,000.00	\$2,000.00
RF Tools			
Tech Studio Software License (per user)	1	\$1,100.00	\$1,100.00
Tech Studio Communications Adapter (per user)	1	\$750.00	\$750.00
Total			\$1,567,311.05

SCHEDULE 3 - Table 5. Planning Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Program Manager / Landis+Gyr Project Team	Develops schedule, established weekly status update meeting	Coordinates with Landis+Gyr PM, attends weekly meetings	Project Manager / Customer Project Team
	Leads project kickoff meeting	Confirms agenda, provides resources	
	Manages materials flows, including PCA meter delivery	Coordinates testing and validation of PCA meters and approves for production	
	Contributes to Gateway, Router, electric meter, deployment plan. Develops water module deployment plan.	Develops Gateway, Router, and electric meter deployment plan; reviews and approves the deployment plan. Contributes to water module deployment plan.	
Technical Implementation Engineer	Conducts Product Configuration Approval (PCA) review on meters	Coordinates internal PCA testing, approves, and places materials orders	Project Manager Meter Shop
Technical Implementation Manager	Leads workshops on IT network configuration, integration planning, test planning	Provides input to workshops	Project Manager System Admin/ AMI Admin
Field Service Rep	Assist in training for site surveys	Participates in site surveys with Landis+Gyr Field Service Rep	Field Operations
Training	Conducts Command Center, Network Deployment, and Implementing 2-way Water training	Attends Command Center, Network Deployment, and Implementing 2-way Water training	Field Operations, Head End Operations
Deployment Manager	Conduct training for site surveys	Attend training for site surveys for entire deployment area	Field Operations
Network Design Engineer	Develops final design from site surveys	Confirms acceptance of the final design; orders additional hardware as needed	Project Manager

SCHEDULE 4 - Table 6. Execution and Control Stage Deliverables

Deliverables	Lead	Support
Hosted or On-Premise Command Center instance and initial login credentials	Landis+Gyr	Customer
System Commissioning of Command Center	Landis+Gyr	Customer
Commissioning of network equipment, electric meters, and water endpoints and ensuring “Normal” status in Command Center	Landis+Gyr	Customer
Integration scope and plan, including: Documentation from integration workshop, including finalized integration scope, standard integration diagram, and sample test plan	Landis+Gyr	Customer
Integration implementation, including functional Command Center extracts and/or Multispeak/CIM web service calls	Landis+Gyr	Customer
Coordination of meter and module deliveries to align with installation schedule	Landis+Gyr	Customer
Onsite Water pre-deployment workshop and limited field support for initial Water module installations	Landis+Gyr	Customer
Testing and acceptance of the system	Customer	Landis+Gyr
Installs and commissions Network Equipment for full deployment area	Customer	Landis+Gyr
Conducts full deployment of water endpoint installation services	Landis+Gyr	Customer
Conducts full deployment of electric endpoint installation services	Customer	Landis+Gyr

SCHEDULE 5 - Table 7. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager	Manages project schedule and material deliveries to support installation schedule. Manages water endpoint Installer, provides day to day management of installation resources, and completes tasks with the Installer as needed to facilitate day to day installation work.	Manages electric endpoint Installer, provides day to day management of installation resources, and completes tasks with the Installer as needed to facilitate day to day installation work	Project Manager
Technical Implementation Manager	Supports Field Tools installation	Install Field Tools	System/AMI Admin
	Configures Command Center and assists Customer with security tokens and system keys	Conducts security token and system key process	
	Leads IT network configuration	Participates in IT network configuration	
	Implements standard integration to Customer's MDMS	Implements any needed changes to MDMS	
	Assists in testing and acceptance of the system, resolves technical issues as they arise	Leads testing effort and identifies issues as they arise	
Solution Architect	Leads on premise Command Center installation and configuration (self-hosted only)	Assists in system access and procuring server specifications	System/AMI Admin
Technical Implementation Manager, Field Service Rep, Deployment Manager	Leads RF Network Commissioning Effort <ul style="list-style-type: none"> Verifies network settings and communications Ensures meter/water endpoints registration and function Verifies network field installation 	Installs field infrastructure and devices prior to Commissioning <ul style="list-style-type: none"> Network and backhaul installation Electric/Water endpoints to provide basis for system commissioning 	Field Operations / AMI Admin
	Conducts onsite Water pre-deployment workshop and limited field support for initial Water module installations	Provide technicians who have completed Implementing 2-way Water training	
	Installs Water endpoints. Ensures installed endpoints are	Installs Electric endpoints and provides feedback to	

	“Normal” and communicating in Command Center.	Landis+Gyr on installs	
	Provides support to SAT and resolves defects	Executes SAT, produces test report, and accepts defect resolutions	

Installation Agreement

Contractor: Wellington Energy, Inc. ("**Contractor**")

WORK: Endpoint Installation Services as set forth in Exhibit A: Statement of Work

PROJECT: City of Needles AMI Endpoint Installation Project ("**Project**")

OWNER: City of Needles, CA ("**Owner**")

SUBCONTRACT PRICE: Unit Prices as set forth in Exhibit A: Statement of Work ("**Subcontract Price**")

RETAINED PERCENTAGE: None

PERFORMANCE BONDS: Required X Not Required

(The above terms are incorporated by reference and are more fully explained below.)

NOW THEREFORE, the parties hereto, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Owner and Contractor hereby agree as follows:

1 Agreements and Documents.

- 1.1 Type of Agreement.** This Agreement is a master agreement which provides the general provisions governing the services set forth in Work Orders to this Agreement. Neither party hereto, by reason of entering into this Agreement or otherwise, is obligated to enter into any Work Order.
- 1.2 Work Orders and Projects.** Any specific services to be performed by Contractor shall be agreed upon by means of the parties entering into a signed document for such services (a "**Work Order**"). Upon entering into a Work Order, a "**Project**" under this Agreement shall exist. In the event of any conflict or inconsistency between any term or condition of this Installation Agreement and any Work Order or Statement of Work applicable to a specific Project, the Project-specific terms and conditions shall apply.

2 Services.

- 2.1 Performance of Services.** Contractor shall perform the services specified in each Work Order pursuant to the provisions thereof and the provisions of this Agreement. Further, Contractor shall provide to Owner any deliverables specified in a Work Order as part of such services. Time is of the essence with respect to all services and deliverables.
- 2.2 Contractor's Personnel.** Contractor shall supply the personnel required to perform the services under a Work Order at Contractor's expense. Contractor shall only utilize reasonably competent and reliable personnel in connection with the supply of services. References herein and in a Work Order to Contractor's personnel, employees, and/or agents shall be deemed to include the personnel, employees, and/or agents of Contractor's subcontractors. Except as may otherwise be specified in a Work Order, Contractor is responsible at Contractor's expense for the transportation, training, pay and benefits, and all other expenses of Contractor's personnel for supply of services. Contractor shall be fully responsible and liable to Owner for the compliance of Contractor's employees, agents, and other personnel with Contractor's obligations under this Agreement. Contractor's personnel utilized in connection with the services shall wear and carry the uniforms, markings, identification, and related items as may be reasonably specified by Owner or as set forth in a Work Order. To the extent allowable under applicable laws, Contractor shall carry out criminal

reasonable background checks, drug and alcohol tests, and driving record checks on all of Contractor's personnel involved in any services. Unless prohibited by federal or state law, no person who tests positive for any illegal (under local law where the Work is being performed, not under federal or another state's law) drug may be employed by Contractor or any of its subcontractors. Owner, for reasonable cause, or by mutual consent, may request the removal of any of Contractor's personnel from the performance of any of the services at any time, whereupon Contractor shall promptly remove such personnel.

2.3 Supply of Materials and Equipment. Except as may otherwise be specified in a Work Order, Contractor shall supply at Contractor's expense all materials, tools, and equipment necessary for the supply of services, and all transportation, shipping, maintenance and other expenses related thereto, and shall keep such items in good condition and repair. Vehicles utilized by Contractor in connection with the supply of services shall have such reasonable markings and identification as may be specified in a Work Order or as requested by Owner.

2.4 Care of Material and Equipment. Contractor shall exercise proper care, consistent with the Work Order, in handling, storing, and utilizing all materials, tools, and equipment necessary for the supply of services under a Work Order, including such items of Owner, Owner's Subcontractors, or Owner's customers which Contractor handles, stores, or utilizes in connection with its performance of services.

2.5 Care of Location and Facilities. At all Owner premises where Contractor performs services pursuant to a Work Order, Contractor shall keep such premises in a reasonably clean and orderly fashion and reasonably free from accumulation of waste materials or rubbish caused by its services., and after completion of the services Contractor shall reasonably clean and repair such premises to its pre-existing condition.

2.6 Compliance with Rules. Contractor shall comply with all of Owner's lawful and reasonable rules, policies, standards, and procedures (including without limitation workplace rules) that are provided to Contractor prior to the execution of a Work Order in connection with Contractor's performance of the services. In addition, if a Project requires Contractor's personnel to be at the location of any other party (including without limitation, any customers of Owner), then Contractor shall comply with the lawful and reasonable rules, policies, standards, and procedures (including without limitation work place rules) of such third party while located there.

2.7 Compliance with Laws.

2.7.1 Contractor shall comply with all applicable laws and regulations in connection with Contractor's performance of the services, including, but not limited to, the then current editions of the National Electrical Code, the National Electric Safety Code, the Electric Codes of the states in which Contractor performs services, the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), and state OSHA rules and regulations. At Contractor's expense, Contractor is responsible for obtaining and maintaining all applicable licenses for itself and its personnel in connection with the services. Contractor will comply in all respects with all applicable immigration laws that may impact Contractor's obligations under this Installation Agreement, including the Immigration Reform and Control Act of 1986 and Form I-9 requirements. Without limiting the generality of the foregoing, Contractor will perform all required employment eligibility and verification checks and maintain all required employment records.

2.7.2 Contractor shall obtain all necessary licenses and permits required to perform the Work and comply with all statutes, ordinances, rules, regulations and orders of any Governmental Body having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, hazardous communication standards, environmental

laws, wages, discrimination and equal employment opportunity. Contractor shall promptly correct any conditions violating such statutes, ordinances, rules, regulations or orders committed by Contractor or its privies; and Contractor shall receive and respond to, and shall defend, indemnify and save harmless Owner, and its respective privies from and against any loss, liability or expense, including reasonable attorneys' fees and expenses, arising from any violations, citations, assessments, fines or penalties resulting therefrom. Owner shall have the right to reasonably inspect and obtain copies of all written licenses, permits or approvals, issued by any Governmental Body to Contractor that are applicable to the performance of the Installation Agreement.

- 2.7.3 Contractor shall conduct all Work under this Installation Agreement in a reasonably economically, socially and environmentally responsible manner. Contractor shall ensure that its employees, agents and representatives perform the Work in accordance with Owner's Code of Conduct, if such Code of Conduct is provided to Contractor prior to the issuance of a Work Order
- 2.7.4 The specifications, codes, and standards referenced in the Installation Agreement (including addenda and amendments) shall govern in all cases where references thereto are made. In case of conflict between the referenced specifications, codes, standards, or the Work Order and the Installation Agreement, the Work Order shall apply only with regards to the specific subject matter therein. In all but the latter cases, Contractor shall notify Owner of conflicts between referenced specification, codes, or standards and the Installation Agreement.
- 2.7.5 Reference in this Installation Agreement, or any exhibit, or Statement of Work, to the standards of any technical society, organization or association, or to any national, state or local codes or standards (including those of any Governmental Body), means the latest standard or code adopted, as amended from time to time, unless specifically stated otherwise.
- 2.7.6 Contractor warrants that it has not transferred, nor will it, transfer anything of value to any employee, agent or other representative of Owner, where such was or is made with the intent and/or understanding of obtaining favorable treatment with respect to the Installation Agreement and/or the Work.
- 2.7.7 Contractor shall promptly notify Owner if (i) Contractor is served with notice of violation of any Applicable Law, or is engaged in a settlement agreement, permit, or license relating to its Work hereunder, (ii) of near misses or injury occurring during the course of performing its obligations under the Installation Agreement, (iii) proceedings are commenced to revoke any certifications, permits or licenses which relate to such Work, (iv) certifications, permits, licenses, or other authorizations by a Governmental Body relating to such Work are revoked, (v) litigation is commenced against Contractor which could affect such Work, or (vi) Contractor becomes aware that its equipment or facilities related to such Work are not in compliance with Applicable Laws (collectively, "Sanctions"). Contractor shall provide copies of any documents evidencing such Sanctions. Contractor will keep Owner reasonably informed on a regular basis of the progress made and resolution of such Sanctions, whether resulting in a requirement by Contractor to pay fines, modify operations, or comply with said Sanctions in any other manner. Nothing in this Paragraph 2.7.7 shall require Contractor to violate any confidentiality obligation(s) it may have to any party involved in any of the Sanctions.
- 2.7.8 If Owner determines that Contractor is failing to comply with any Applicable Laws and other legal requirements under the Installation Agreement, or observes unsafe work practices and/or conditions on the part of Contractor or its employees or agents, Owner

may (i) advise Contractor of such and direct Contractor to stop performing the Work after Owner gives Contractor written notice of specific practices and/or conditions and Contractor is given a reasonable opportunity to cure said practice(s) and/or condition(s), and (ii) in the event Owner reasonably determines that said practice(s) and/or condition(s) were not so cured after giving Contractor written notice thereof, Contractor shall cause all such Work to stop. Contractor shall bear all additional costs including those that affect the Installation Schedule or the Project Schedule which may result from Work stopped in accordance with this Section 2. In the event that such work stoppage is ultimately deemed by Owner and Contractor to have been unreasonable and/or unnecessary, Owner shall bear the additional cost of such work stoppage and shall afford Contractor a reasonable extension in the Installation Schedule or the Project Schedule for completion of the Work.

2.7.9 Prevailing Wages. To the extent applicable, Contractor shall be solely responsible for compliance with all California Prevailing Wages laws relating to any labor provided by it under this Agreement. Contractor shall indemnify, defend and hold harmless Owner from any claim, demand or action in which it is alleged that Contractor did not pay prevailing wages. This indemnity obligation shall not be subject to the liability limitation in this Agreement

2.8 Reports and Accounting Information.

2.8.1 Contractor shall furnish to Owner reasonable reports as specified in the applicable Scope of Work.

2.8.2 Contractor shall maintain reasonably accurate and satisfactory records and books of account in accordance with generally accepted accounting principles to evidence compliance with this Installation Agreement. Contractor's records and books shall present all costs and expenses utilized either directly or indirectly in computing any charges to Owner. Upon thirty (30) days prior written notice, Contractor shall provide Owner, Owner and their representative(s) reasonable access to Contractor's records and books (including but not limited to Contractor's electronic data files) related to its performance of this Agreement, for verification of Contractor's compliance with the Installation Agreement. For any work performed on a unit price or time and material basis, the records and books of account of Contractor, in either electronic or paper format as kept by Contractor in its ordinary course of business, shall be made reasonably available upon written request during the term of the Installation Agreement, and for a period of thirty-six (36) months after the completion of all Work under the Installation Agreement (or any longer period required by applicable laws).

2.9 Marks and Public Announcements. Contractor agrees not to use Owner's name, any of Owner's customer's names, or any of Owner's Contractor's names, or the names of their respective affiliates, the names of any of their respective personnel, or any of their respective trademarks, service marks, and trade names without the prior written approval of Owner and, if applicable, Owner. Further, Contractor shall make no public announcement with regards to this Agreement, any Work Order, any Project, or any of the matters related thereto without the prior written approval of Owner. Notwithstanding anything in this Agreement to the contrary, Contractor may divulge Owner's identity without Owner's prior written approval when reasonably necessary to facilitate Contractor's performance of the Work.

2.10 No Exclusivity. This Agreement does not establish any exclusive relationship between Owner and Contractor and does not grant any exclusive rights or priority to Contractor to supply services or deliverables to Owner. The entering into of any Work Order does not give Contractor the right to perform any other services for Owner or the right to enter into any other Work Order.

2.11 Insurance.

- 2.11.1 Contractor shall purchase and maintain such insurance as shall protect Contractor and Owner, including Owner's employees or agents, as their interests may appear, from claims which may in any way arise out of or be in any manner connected with the performance of the Installation Agreement, whether such claims arise out of the act or failure to act of Contractor, Owner, or of the direct or indirect delegate, appointee or employee of either. Contractor shall provide evidence of all such insurance at the request of Owner. Such insurance shall be as specified below, and all insurance companies shall be rated A-7 or better by A.M. Best rating services in amounts not less than:
- 2.11.2 Worker's Compensation at statutory limits for the state of hire or operations including other state's insurance and voluntary compensation and provide waiver of subrogation.
- 2.11.3 Employer's Liability, as follows: Bodily Injury Limits by Accident at one million dollars (\$1,000,000) per accident; Bodily Injury Limits by Disease at one million dollars (\$1,000,000) policy limit and Bodily Injury by Disease at one million dollars (\$1,000,000) per employee.
- 2.11.4 Commercial General Liability, including Products and Completed Operations and Property Damage Liability on an occurrence form, with no explosion, collapse or underground (XCU) exclusions and providing products/completed operations, premises/operations, personal injury and a sudden and accidental pollution endorsement, with limits of not less than five million dollars (\$5,000,000) which can be achieved with a combination of General Liability and Umbrella Limits. Umbrella or Excess must be form following or include, via blanket endorsement of Owner as additional insureds on a primary/non-contributory basis and provide waiver of subrogation.
- 2.11.5 Automobile Liability, with a combined single limit of not less than one million dollars (\$1,000,000), including, but not limited to, coverage for: owned vehicles, non-owned vehicles and hired vehicles. Include Owner as additional insureds, via blanket endorsement, on a primary/non-contributory basis and provide waiver of subrogation. Such limit may be satisfied via a combination of primary and umbrella/excess liability coverage.
- 2.11.6 All dollar amounts of coverage set forth above shall be per occurrence and in the aggregate. The policies described herein shall (i) be endorsed, via blanket endorsements, to show that Contractor's insurers waive subrogation against Owner, its affiliates, directors, officers, employees and insurers, (ii) be written so that the insurance is primary and non-contributory, (iii) not expire, terminate or otherwise be discontinued except upon not less than thirty (30) days prior written notice to Owner, (iv) contain Additional Insured Status, via blanket endorsement, for Owner, and their employees and agents, on Commercial General Liability and Automobile Liability, and applicable Umbrella/Excess Liability.
- 2.11.7 Contractor shall be exclusively responsible for any and all deductibles as it may pertain to insurance coverage on the Project.
- 2.11.8 As a condition of payment for the Work, Contractor shall furnish a certificate, reasonably satisfactory to Owner, from each insurance company showing the required insurance to be in force and stating that the insurance will not be canceled or changed except upon at least ten (10) days written notice thereof to Owner or as otherwise required by the Contract Documents.

3 Compensation and Payment Provisions

- 3.1 General Compensation Structure.** Each Work Order shall set forth the fees, expense reimbursements, if any, and other compensation, if any, to be provided in connection with a Project, and any particular payment terms related thereto.
- 3.2 Invoices and Payment.** Except as may otherwise be explicitly stated in a Work Order, the following payment provisions will apply. Contractor shall issue and invoice for all services on a monthly basis in arrears. Invoices are to be emailed KRasch@cityofneedles.com with a copy sent to the Project Manager. All payments hereunder are due within thirty (30) days of receipt of invoice and shall be made in United States dollars. The fees, compensation, and reimbursements specified in a Work Order are the sole and exclusive compensation due to Contractor from Owner thereunder. Owner shall pay to Contractor for the satisfactory performance and completion of the Work and all the duties, obligations and responsibilities of Contractor under this Installation Agreement in accordance with the Unit Prices set forth in Exhibit A, based on actual quantities determined in accordance with the Contract Documents, subject to additions and deductions as herein provided. All Unit Prices set forth in Exhibit A shall be deemed to include all costs of Contractor's performance of the Work as defined by the Statement of Work. In the event of a dispute between Owner and Contractor relating to or arising from this Agreement or Contractor's performance of the Work, Owner shall pay to Contractor all undisputed amounts and retain only the disputed amount(s). In the event that any properly submitted invoice remains unpaid for more than forty-five (45) days, for any reason, Contractor may suspend all Work until such time as all outstanding invoices have been paid.
- 3.3 Expenses.** Expenses of Contractor are only reimbursable by Owner if authorized in a Work Order. If so authorized, expenses are only reimbursable (a) if the expenses are authorized by Owner in writing in advance, (b) if they are customary and reasonable in amount, and (c) if Contractor submits a report of the expenses, along with copies of receipts for each expense, to Owner within forty-five (45) calendar days of incurring the expense. Except for costs and expenses specifically assumed by a party under this Agreement or a Work Order, each party hereto shall pay its own expenses incident to this Agreement or a Work Order.

4 Term.

- 4.1 Basic Term.** This Agreement shall commence on the November __, 2022 ("Effective Date") and shall remain in effect unless terminated as provided in **Section 4.2**.
- 4.2 Early Termination Events.**
- 4.2.1 This Agreement may be terminated at any time by the mutual written consent of Owner and Contractor.
- 4.2.2 **Termination Without Cause.** Owner may terminate this Agreement in whole or in part at any time without cause upon thirty (30) calendar days' written notice to Contractor. If the Agreement is thus terminated by Owner for reasons other than Contractor's failure to perform its obligations, Owner shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.
- 4.2.3 This Agreement may be terminated by either party upon its written notice of termination to the other party based on a Default by the other party. A party shall be deemed to be in "Default" of this Agreement if such party has breached or otherwise failed to observe an obligation imposed upon such party by this Agreement, and such breach has continued unremedied for a period of at least thirty (30) days following the other party's written notice

to such party that such breach or failure occurred if capable of cure, or immediately if not capable of cure.

4.2.4 This Agreement may be terminated by either party upon its written notice of termination to the other party based on the Bankruptcy of the other party. A party shall be deemed to be in "**Bankruptcy**" for purposes of this Agreement (i) if such party shall be the subject to a bankruptcy filing, (ii) upon the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar agent for such party, or (iii) upon the institution of similar proceedings to any of the foregoing with respect to such party.

4.2.5 Reserved.

4.3 **Project Terminations.** In the event that there is a Default with respect to a Work Order under this Agreement, then the non-defaulting party may (at its election and discretion) terminate that Work Order without terminating this Agreement and other Work Orders and may exercise its remedies with respect to such Default; provided however, a party shall be deemed to be in "**Default**" of a Work Order if such party has breached or otherwise failed to observe an obligation imposed upon such party by such Work Order, and such breach has continued unremedied for a period of at least thirty (30) days following the other party's written notice to such party that such breach or failure occurred if capable of cure, or immediately if not capable of cure.

4.4 **Other Remedies.** Except as otherwise expressly provided in this Agreement, each party's right to terminate this Agreement or a Work Order shall be in addition to any and all rights and remedies as shall be available to it at law or in equity.

4.5 **Obligations Upon Termination.** Any provision of this Agreement or a Work Order which by its very nature or context is intended to survive any termination, cancellation, or expiration thereof, specifically including without limitation the provisions of **Sections 4.4, 4.5, 5, 6, 7, and 8** of this Agreement, shall so survive such termination.

5 Non-Disclosure Obligations.

5.1 Each party hereto or any of its affiliates (a "**Discloser**") may disclose to another party hereto or any of its affiliates (a "**Recipient**") Confidential Information (as defined below) of Discloser. Recipient acknowledges that the Confidential Information of Discloser constitutes valuable assets and trade secrets of Discloser and its affiliates, has not been published and is protected by civil and criminal law and that the use and disclosure thereof must be carefully and continuously controlled. Accordingly, during the term of this Agreement and at all times thereafter, Recipient, agrees that:

5.1.1 It will use the Confidential Information of Discloser only for the purpose of fulfilling its obligations under and as otherwise permitted under this Agreement;

5.1.2 It will hold the Confidential Information of Discloser in strict confidence and will use commercially reasonable best efforts (as defined in Paragraph 5.2 of this Agreement) to protect the Confidential Information of Discloser from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement;

5.1.3 It will not sell, lease, assign, transfer, distribute, license, disclose or otherwise make available any Confidential Information of Discloser, or the benefit thereof, to others, except as authorized by this Agreement;

5.1.4 It will not remove or permit to be removed from any item embodying Confidential Information of Discloser any notice placed thereon indicating the confidential nature and/or the proprietary right of Discloser or other parties in such items;

- 5.1.5 It will honor, reproduce and include the copyright notice, trademark notice, and other proprietary notices (in the form specified by Discloser) on all copies, in any form, including partial copies and excerpts, of the Confidential Information of Discloser;
- 5.1.6 It will (A) limit access to the Confidential Information of Discloser to those of its employees who have a need to use the Confidential Information in connection with their employment by Recipient, and to any third parties which are explicitly permitted (and only to the extent so permitted) by this Agreement, (B) prohibit access to the Confidential Information of Discloser by any other third party, without the prior written consent of Discloser and (C) require the foregoing permitted persons to execute nondisclosure agreements to the same effect as this Section 5.1 in all material respects; and
- 5.1.7 In the event Recipient becomes aware that any person or entity (including, but not limited to, any employee of Recipient) is taking, threatens to take, or has taken any action which would violate any of the foregoing provisions were that person or entity a party to this Agreement, Recipient shall promptly and fully advise Discloser (with written confirmation as soon as practicable thereafter) of all facts known to Recipient concerning such action or threatened action. Recipient shall not in any way aid, abet or encourage any such action or threatened action. Recipient agrees to use reasonable efforts to prevent such action or threatened action, including, but not limited to, assigning any cause of action it may have related to the violation of the foregoing provisions to Discloser, and Recipient agrees to do all reasonable things and cooperate in all reasonable ways as may be requested by Discloser.

5.2 Commercially Reasonable Best Efforts. “Commercially reasonable best efforts” obligations of a Recipient as provided in this **Section 5** shall include, but not be limited to, employing procedures with respect to the Confidential Information of Discloser which are no less restrictive than the strictest procedures established or employed by Recipient to protect Recipient’s own confidential information, trade secrets or know-how.

5.3 Required Disclosures. Recipient may disclose Confidential Information that is disclosed pursuant to a requirement of a court or government agency or in connection with judicial proceedings between or among the parties or involving one of the parties, provided, however, that prior to any such disclosure, Recipient shall have given Discloser notice of any proposed disclosure and a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information to be disclosed be used only for the purposes for which the order was issued.

5.4 Return. Upon the earlier of termination or expiration of this Agreement or demand by Discloser, Recipient shall promptly return to Discloser all Confidential Information of Discloser and shall promptly deliver a certificate of officer of Recipient certifying that all such Confidential Information has been returned.

5.5 Confidential Information. For purposes hereof, “Confidential Information” means all information relating to the business or affairs of a Discloser and its affiliates, Subcontractors, and customers considered proprietary or confidential by Discloser or its affiliates, whether received by Recipient directly or indirectly and in any form whatsoever whether in writing, oral, machine readable form or through access to Discloser’s, its affiliate’s, or their respective customers’ or Subcontractors’ premises, including without limitation technical or nontechnical data, software (whether in object or source code form), formulae, tools, patterns, plans, compilations, programs, devices, methods, techniques, drawings, processes, financial data, lists of actual or potential customers or Subcontractors, marketing plans and business strategies, and also means and includes the terms and conditions of this Agreement. Information need not be marked “Confidential” to be considered Confidential Information. Notwithstanding the foregoing, Confidential Information

shall not include (i) information that becomes generally available to the public other than as a result of unauthorized disclosure by Recipient; and (ii) information that was available to Recipient on a non-confidential basis prior to receipt. Parties acknowledge that Owner is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. and, as such, may be required to disclose information/documents determined to be public records.

6 Property Rights.

- 6.1** Neither party grants to the other any license or right to use, execute, reproduce, display, perform, distribute externally, sell, copy, or prepare derivative works of any of the party's technology, software code, documentation, specifications, designs, manuals, flow charts, manuals, displays, and other materials of the party and its subcontractors, affiliates, and customers whether in machine or human readable form.

7 Warranties.

- 7.1 Authority and Ability.** Each party hereto represents to the other party hereto that it (a) has all rights necessary to enter into and to fulfill its obligations under this Agreement and each Work Order, and (b) has no knowledge of any adverse claim against or adversely affecting such rights.

- 7.2 Services and Deliverables.** Contractor warrants to Owner that all services and deliverables shall conform in all material respects to the specifications and requirements set forth or incorporated in the Work Order relating thereto. Contractor warrants that all services shall be performed with reasonable care, skill, and diligence and in a professional and workman-like manner, consistent with industry standards. Contractor warrants that all goods, equipment, and materials which it supplies in connection with the services shall be of reasonably good quality and shall be reasonably free from defects in materials and workmanship ("Conformities"). Contractor shall promptly correct any unreasonable non-Conformities with the warranties set forth in this Section at no additional cost or expense to Owner. The warranty period shall be twelve (12) months from date of shipment.

- 7.3 Assignment of Third-Party Warranties.** To the extent that such warranties are assignable, with respect to any goods, equipment, and materials supplied by Contractor in connection with the services, Contractor shall assign to Owner (or at Owner's request, to Owner's customers) any and all applicable manufacturer's or installer's warranties of third parties.

- 7.4 Indemnity.** Contractor and Owner agree to indemnify and defend the other, its respective affiliates and customers, and its respective affiliates' and customers' employees, agents, and contractors (collectively, the "**Indemnified Parties**") against, and hold the Indemnified Parties harmless from, any and all liabilities, costs, damages, claims, causes of action, judgments, and expenses (including without limitation reasonable attorney's fees) suffered or incurred by any of the Indemnified Parties that arise out of, relate to, or result from (i) any personal injury or death, (ii) any property damage, (iii) any breach of this Agreement, if caused in whole or in part by the other or its respective employees, contractors, or agents, or (iv) a claim that any of the services or deliverables provided by Contractor infringe a patent, trademark or copyright, or misappropriate a trade secret, of a third party. Notwithstanding anything in this Agreement or any Work Order to the contrary, Contractor's liability under this Agreement is limited to the amount actually paid by Owner to Contractor under this Agreement.

- 7.5 Excluded Liabilities.** **EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTIONS 5 AND 7.4 HEREOF, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY TO THE OTHER PARTY HERETO FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH**

DAMAGES), INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, LOSS OF PROFIT, LOSS OR DAMAGE TO GOODWILL, LOSS OF SAVINGS (REAL OR ANTICIPATE), OR LOSS OF BUSINESS, WHETHER ARISING OUT OF OR WITH RESPECT TO THE PERFORMANCE OF THE SERVICES, THIS AGREEMENT, A WORK ORDER, OR ANY OTHER MEANS OR EVENT, AND REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. OWNER SHALL NO LIABILITY TO CONTRACTOR FOR PUNITIVE OR EXEMPLARY DAMAGES. THESE LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8 Miscellaneous

8.1 Agreement.

8.1.1 This Agreement, including any exhibits, schedules, and appendices hereto and including any Work Orders issued hereunder (collectively, this “**Agreement**”), constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted assigns and successors.

8.1.2 It is the explicit intention of the parties hereto that no person or entity other than the parties hereto and their permitted assigns and successors is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their permitted assigns and successors.

8.1.3 In the event of any conflict between the main body of this Agreement and a Work Order, the main body of this Agreement shall control and govern over any Work Order.

8.2 **Amendment.** No amendment, modification, waiver, or discharge of this Agreement (including without limitation any amendment, modification, waiver, or discharge under any Work Order), shall be valid or binding unless set forth in a writing signed by both parties.

8.3 **Waiver.** Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

8.4 **Assignment and Subcontracting.** Contractor acknowledges that Owner has entered into this Agreement based on the particular qualities and abilities of Contractor. Contractor shall not assign this Installation Agreement, or any monies due or to become due hereunder, or subcontract any part of the Work, without the prior written consent of Owner. Any delegation of the Work through subcontracting shall not relieve Contractor of its responsibilities under this Installation Agreement nor result in extra cost or liability to Owner.

8.5 **Equitable Relief.** Each of the parties hereto acknowledges and agrees that irreparable loss and damage will be suffered (i) by the other party hereto if such party should breach or violate any of the covenants and agreements contained in **Sections 2.6, 5, and 6** hereof, and the parties therefore

agree and consent that, in addition to any other remedies available to them, each party hereto shall be entitled to an injunction and other equitable relief to prevent a breach or contemplated breach by the other party hereto with respect to those provisions of this Agreement.

- 8.6 Force Majeure.** Each party is excused from performance of this Agreement and shall not be liable for any delay in whole or in part caused by the occurrence of any contingency beyond the reasonable control of such party. These contingencies include, without limitation, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, epidemics, pandemic-related disruptions (including but not limited to COVID-19-related governmental orders and/or actions, and COVID-19-related supply chain delays), accident, fire, explosion, flood, severe weather or other act of God, shortage of labor, or hardware failure. The parties acknowledge and agree that this Paragraph 8.6 shall apply regardless of any lack of physical damage and/or harm. Notwithstanding the foregoing, force majeure cannot be used to excuse or delay any payment obligation under this Agreement.
- 8.7 Governing Law and Forum Selection.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of California (but not including the choice of law rules thereof) and any applicable federal laws of the USA. The parties hereto hereby irrevocably consent to the sole and exclusive jurisdiction and venue of any federal court in the State of California, USA.
- 8.8 Independent Contractors.** The relationship between Contractor and Owner under this Agreement is that of independent contractors only. Nothing in this Agreement shall be construed so as to constitute Contractor and Owner as partners or joint venturers, or either party hereto as the employee or agent of the other party hereto, or in any other manner other than as independent contractors. Neither party shall have any power or authority to bind the other party in any transaction with a third party, and neither party shall hold itself out to third parties as having any such power or authority.
- 8.9 Non-exclusive.** Reserved.
- 8.10 Personal Data and Information.** Contractor agrees to abide by the Personal Data and Information Requirements as set forth in Exhibit B attached hereto.
- 8.11 Notices.** Notices, other than routine communications having no legal effect, shall be in writing and shall be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed facsimile addressed to the addresses set forth below:

For Owner: City of Needles
817 3rd Street
Needles, CA 92363
Attn: Rainie Torrance
Facsimile No:

For Contractor: Wellington Energy, Inc.
177 Thorn Hill Road
Warrendale, PA 30022 15086
Attn: President, CEO
Facsimile No:

8.12 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.

8.13 Signatures. This Agreement may be signed by the parties in counterparts, with a copy of a signature having the same force and effect as an original, and multiple counterparts, when taken together, shall form a binding contract between the parties. This Agreement may be signed electronically using a commercially reasonable electronic signature service that complies with applicable laws regarding electronic signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their authorized representatives as of the Effective Date.

CITY OF NEEDLES

WELLINGTON ENERGY, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

SBEMP LLP

John O. Pinkney
City Attorney

Exhibit A
Statement of Work for Installation

Exhibit B

DATA SECURITY; PERSONAL INFORMATION REQUIREMENTS

- 1.1. Personal Information. The Parties acknowledge that in performing its obligations hereunder, the Contractor may obtain or have access to, or otherwise store, process or transmit, certain personally identifiable information of Owner, its employees, contractors, customers, suppliers, and/or other persons, which information may include without limitation name, address, email address, phone numbers, financial account information, employee ID number, interval consumption, register reads (monthly consumption), alarms, flags and events originating from meters, customer account number, other account information and/or account activity information, other information or data that can be used for identity theft (including that which is not personally identifiable) and other sensitive personally identifiable information regarding such persons (collectively, “**Personal Information**”). Notwithstanding anything to the contrary, all Personal Information is and shall remain the sole and exclusive property of Owner and shall be deemed Owner’s Confidential Information regardless of whether it is marked as such. Additionally, any account passwords issued to Contractor or its agents for purposes of accessing Owner’s systems shall be protected as Confidential Information for all purposes.
- 1.2. Applicable Privacy and Data Security Laws. For purposes of this Article 5, “Applicable Privacy and Data Security Laws” shall mean: (a) all privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules and regulations of any applicable jurisdiction (including, without limitation, the U.S. and each state of the U.S.).
- 1.3. Limited Use. Contractor agrees that (i) at all times during the Term and thereafter, it will comply with all Applicable Privacy and Data Security Laws in relation to Personal Information by complying with the security measures documented in a Cyber Security Plan (to the extent applicable, (ii) Personal Information will not be utilized by Contractor, its contractors or agents for any purpose other than for the purpose of rendering the applicable Work under the Agreement (and not, for example and without limitation, to otherwise market to or contact such individuals) and shall be accessible by Contractor’s personnel performing Work under this Work Order and other Contractor personnel on a need-to-know basis only, and (iii) Contractor shall treat all Personal Information as Confidential Information subject to Contractor’s other obligations pursuant to the Agreement.
- 1.4. Security Measures. Contractor shall:
 - i. maintain reasonable, up to date, industry standard anti-virus software on Contractor’s computers used in performance of the Services,
 - ii. change default security settings as specified by customer requirements or as stipulated by work order, change login passwords as specified by customer requirements or as stipulated by work order, and promptly install security updates and patches when same come reasonably available to Contractor
 - iii. prohibit Contractor Employees, from bringing, transporting or transmitting Personal Information to their homes, personal computers, e-mail accounts, devices or media, except to the extent that said Personal Information may reside on employee laptops or other computing devices such as but not limited to iPads and/or smartphones that said employees may bring home with them during non-working hours,

- 1.5. Requests for Personal Information. If Contractor should receive any legal request or process in any form seeking disclosure of, or if Contractor should be advised by counsel of any obligation to disclose Personal Information, Contractor shall provide Owner with prompt written notice of such request or advice so that Owner may seek a protective order or pursue other appropriate remedies to protect the confidentiality of such information. Contractor agrees to furnish only that portion of the information which is legally required to be furnished (in Contractor's counsel's sole opinion) and, in consultation with Owner, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.
- 1.6. Notification of Security Breach and Incident Response. Without limitation of the foregoing, Contractor shall advise Owner promptly in the event that it learns that (i) there has been or is likely to have been unauthorized access to or misuse of, or any security breach relating to or affecting Personal Information, or (ii) any Contractor Employee who has had access to Personal Information has misused such Personal Information, in each case, in a manner that would be a violation by Contractor of the terms of this Agreement, and Contractor shall, at its own expense (if such incident affected Personal Information that had been under the responsibility of Contractor or Contractor Employees) cooperate with Owner in Owner's efforts of: (i) investigating and responding to the foregoing, (ii) notifying customers or other affected individuals as required by law, and (iii) seeking injunctive or other equitable relief against any such person or persons who have violated or attempted to violate the security of Personal Information.
- 1.7. Disposal. As soon as reasonably possible after any Personal Information (or a portion thereof) is no longer needed by Contractor to fulfill its obligations hereunder, and in any event upon termination of this Agreement, as applicable, for any reason: (a) such Personal Information in Contractor's possession or control shall be returned to Owner by Contractor, or at Owner's request destroyed (including without limitation, with respect to any hard copy, cross-shredded), (b) all electronic copies of the Personal Information in Contractor's possession or control shall be deleted in a manner that makes the Personal Information non-readable and non-retrievable, and (c) Contractor will certify to Owner, in writing, that Contractor has complied with its obligations under this item 1.7. Upon disposal under any circumstances, unencrypted personal identifying information contained in print or electronic media is required to be shredded, destroyed, or modified so that it is unreadable.
- 1.8. Owner Laptop Return. Contractor shall return the Owner provided laptop(s), if any, to Owner within (ten) 10 business days within of Contractor Employee off-boarding.

Exhibit A: Statement of Work

Electric Endpoint Installation for the City of Needles

Version: 1.0

Date: 10/27/2022

Table of Contents

1.	Project Overview.....	4
1.1	Purpose	4
1.2	Scope.....	4
1.3	Key Assumptions.....	4
1.4	Critical Success Factors	5
2.	Project Requirements and Responsibilities	5
2.1	Overview	5
2.2	Project and Safety Management	6
2.3	Tools / Materials / Uniforms / Vehicles	6
2.4	Drug Screen and Background Check	6
2.5	Training	7
2.6	Reporting.....	7
2.7	Invoicing	7
2.8	Installation Support Services.....	8
2.9	Claims Management	8
3.	Endpoint Exchange Requirements and Responsibilities.....	9
3.1	Electric Endpoint Exchange Process.....	9
3.2	Quality Assurance	10
3.3	Work Order Management System (WOMS)	10
3.4	Installation Attempts	11
4.	Scope and Change Management Process.....	11
5.	Pricing.....	12
5.1	Pricing Clarifications.....	12

1. Project Overview

1.1 Purpose

This Statement of Work (SOW) defines a business transaction between Wellington Energy, Inc. ("Installer," or "WEI") and City of Needles in which the former will provide installation services (the "Work") related to a specific City of Needles (or "Utility") service offering or a customized service. This document establishes the Scope of the Work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties.

This SOW is subject to any terms and conditions in the corresponding Installation Agreement ("Agreement") between Wellington Energy, Inc. and City of Needles and is made a part thereof. To the extent that there are any conflicts or inconsistencies between this SOW and the Agreement, the provisions of the Agreement shall govern and control unless alternate provisions are expressly provided herein. This SOW supersedes any prior City of Needles proposal, written or oral.

1.2 Scope

Installer shall exchange 2,950 electric meters within the scope of this effort.

The installation will take place over the course of about four months, beginning in or around November 9, 2022. Installer should provide for remote involvement in project planning processes prior to the beginning of deployment to align on exact start dates, exchange processes, project processes, and integration of its WOMS to the Utility CIS. The Utility has a completion date requirement of March 10, 2023, and Wellington Energy, Inc. should target completion in advance of this deadline.

These services shall be accomplished according to the specifications contained in the documents listed here in order of precedence in the event of inconsistent or contradictory terms, conditions, or provisions among them:

- This Statement of Work

Table 1. Metering Devices

The following table provides a breakdown of the electric endpoints to be exchanged:

Meter Type	Quantity
Single Phase Residential Electric Meters	2,950
Total	2,950

1.3 Key Assumptions

The provisions of this Statement of Work are based on the following assumptions. If these assumptions are not valid, both the cost and schedule of this project may be impacted.

- All meter route planning will be coordinated with Utility

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 4
--	---------------------------------	--------------------------	-----------

- Utility will provide all keys and access codes at the beginning of the project
- No electric endpoint exchanges will take place during the Utility billing window; assume billing window duration is 3 days
- All installation work will take place Monday through Friday 7AM to 5PM unless agreed upon in advance with the Utility
- If Utility's safety processes are more stringent than Installer's, then Installer will adopt Utility's policies
- For electric meter exchanges, Wellington's pricing includes deployment of experienced electric meter exchange technicians organized in accordance with the revised 3/3/2004 IBEW Metering Agreement executed on January 26th, 2005. Associated labor wages and fringe benefits are based on the Sample Project Labor Agreement between Wellington Energy, Inc. and the International Brotherhood of Electrical Workers, AFL-CIO Local Union 47 for a previously bid SDG&E AMI Project in Spring 2021. Per this agreement, pricing has assumed the use of:
 - Meter Service Technicians to exchange electric meters for single-phase, self-contained electrical services on or near 240 volts or less
 - Journeymen Linemen or other qualified electrical workers (QEW) to exchange electric meters for poly-phase electric meters
- Installer will not warranty meters, other materials provided by City of Needles, or meter read transmission rates.
- Utility will perform proactive outreach to customers in advance of meter installation work. Specifics will be further discussed by the City of Needles, and installer but may include mailers, email notifications, and/or outbound auto-dialer calls to customers.
- Pricing assumes installations on tribal land will not require any additional coordination and/or resources in comparison to installation work on non-tribal land.

1.4 Critical Success Factors

Critical success factors for the Electric Endpoint Installation for the City of Needles are listed below to ensure expectations are managed properly between the Installer and City of Needles.

- Development and active management of a mutually agreeable implementation schedule
- Mutual adherence to the content and proactive management of any change regarding this statement of work.
- Deployment of metering endpoints in a contiguous manner

2. Project Requirements and Responsibilities

2.1 Overview

This section pertains to project responsibilities related to both the Electric Endpoint Exchange Scope.

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 5
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2.2 Project and Safety Management

- Company must have a California State Contractor's "A" or "C-10" License prior to initiating work.
- Installer shall provide a full-time supervisor to manage the project resources, interface with the Utility, and the Utility customers
- Installer shall have on-site, designated safety representative (who may also act as full-time site project manager) who has demonstrated experience managing safety on projects with similar scope, including: work site audits, safety meeting management, conducting incident investigations, managing drug and alcohol policy and testing.
- Installer is responsible for incorporating estimated installation downtime (as commercially reasonable) due to inclement weather into its schedule and rates.
- Due to short duration of the installation project, Installer and City of Needles agree that any work stoppages which may occur will be supported in good faith by both parties and continue to maintain completion targets as specified in this SOW.
- Installer will submit a Safety Management Plan and Emergency Response Plan for approval by City of Needles.
- Installer will submit a Deployment Schedule for approval by City of Needles and the Utility.
- Installer shall deploy an installer with sufficient experience to not only work independently, but also be able engage with the Utility, and report out on progress in a professional way

2.3 Tools / Materials / Uniforms / Vehicles

- Installer shall provide all tools and equipment as required to support the electric endpoint exchange tasks except as noted below for meter rings, seals, locks and tension clips
- Installer shall provide all required PPE for their employees, including but not limited to, gloves, hard hats, eyewear, fire-retardant clothing, dog sticks etc., and perform ongoing inspection and replacement as needed
- Installer will ensure each installer has a working cell phone, radio device or cellular enabled hand-held device for two-way communication with Installer and City of Needles personnel
- Installer will provide company ID badge to installers with company and employee name
- Installer will provide uniforms to installers that clearly identify the Installer company name
- Installer will provide vehicles, leased or owned by the Installer, that are in good working order and appearance, and are clearly labeled with Installer company signage.
- Utility will provide all meter rings, seals, locks and tension clips.
- Installer will procure, manage inventory, and distribute post-installation door hangers.

2.4 Drug Screen and Background Check

- Installer must complete a criminal history background check at its expense on all employees before starting work. At a minimum, background checks must include:

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 6
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- Motor vehicle record (MVR) check
- Nationwide criminal background check
- Sexual offender background check
- 7-panel drug test
- No Installer employee, subcontractor or subcontractor employee who has a felony criminal history, is under indictment, has criminal charges pending, fails drug screening, or has a MVR that indicates unsafe driving habits shall be allowed to perform services related to this SOW or Agreement

2.5 Training

- Installer is responsible for completing all standard safety and installation training with its installers before beginning work
- Installer will submit a Training Plan for approval by City of Needles and the Utility.

2.6 Reporting

Installer will submit a monthly status report that includes:

- Deployment Progress against Targets
- Future Deployment Schedule
- Safety Incidents
- Customer Claims Review and Metrics
- Supplies Inventory Review
- Meter/Module Installs Remaining
- Installation Audits

2.7 Invoicing

Installer will provide evidence of work completed with each invoice submitted to City of Needles that may be used to verify work completion. Invoices shall be submitted only against specific line items in the City of Needles Purchase Order to the Installer and described using the exact language in the appropriate purchase order line item.

For Unit-Based Invoicing, the following items shall be provided as evidence of completion with each invoice:

- Dates installed
- Quantity of Endpoints Deployed, by type
- Installation Rate, by type
- Total quantity and cost for period
- Evidence of installation (WOMS data preferred)

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 7
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- Evidence of completed photo audits

For Time and Materials-based invoicing the following items shall be provided as evidence of completion with each invoice:

- Validation that pre-approval took place for Time and Materials work; All Time and Materials work must be pre-approved by City of Needles
- Timesheet information, by employee
- Time-based Pay Rate, by employee
- Description of work completed
- Total quantity and cost for period
- Evidence of work completed (WOMS data preferred)

Installer will provide weekly invoices for services performed the previous week.

City of Needles will pay invoices within 30 days of receipt from Installer.

2.8 Installation Support Services

- Utility will provide all warehousing facilities and conduct all cross-dock / inventory management activities
- Utility will provide all call center infrastructure and conduct all call center activities including but not limited to setting appointments, and receiving / processing customer claims
- Utility will provide a dumpster for collection of old meters and manage disposal of collected meters; Installer will dispose of old meters in Utility-provided dumpster at Utility's discretion.
- Installer will dispose of small construction waste collected from the electric meter exchanges in Utility-provided dumpsters.

2.9 Claims Management

- Installer and the Utility agree to act in good faith to define responsibility and compensation for customer claims or lost / damaged meters in its possession
- Installer is expected to pay compensation for valid customer claims that result from a meter installation were the installer did not follow the work practices defined by the Electric Meter Installation Procedure attached to this SOW. For the avoidance of doubt, captured pictures shall provide rebuttable evidence of the found and left condition.
- Utility will receive customer claims and conduct an initial investigation to assess validity of such claims; each month the Utility and Installer will meet to discuss claims and arrive at a consensus on responsibility for resolution

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 8
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3. Endpoint Exchange Requirements and Responsibilities

3.1 Electric Endpoint Exchange Process

- Installer will submit an Electric Meter Installation Procedure for approval by City of Needles in advance of commencing the installation work
- Utility will filter all violence code customers from installation list
- Utility will provide meter premise location data for installations, including GPS coordinates
- Utility will provide a list of non-reading meters to Installer as part of sweep activities, and flag for repair
- Installer will follow Meter Exchange Requirements defined in the Electric Meter Installation Procedure – The requirements will include:
 - Attempt to notify the owner of the installation upon arrival on property
 - Conduct a visual inspection that inspects for evidence of tampering, or unsafe condition. When encountered, the Installer will follow the steps defined the Electric Meter Exchange Requirements.
 - Record old meter data in WOMS (i.e., old meter number, kWh reading)
 - Take picture of old meter while still in service, close-up, with meter reading and old serial number clearly visible
 - Verify meter serial numbers and forms to ensure installer is exchanging like for like meters
 - Visually inspect the meter base and socket, wiring, and wiring to the meter, including testing meter jaw tension, and for evidence of tampering or unsafe conditions. When evidence of tampering or unsafe conditions are encountered, the Installer will follow the steps defined the Meter Exchange Requirements.
 - Install new meter, confirm the meter is properly installed, energized, functioning, before leaving the site; installer is responsible for expenses related to remedying meters that were incorrectly installed in accordance with the Electric Meter Installation Procedure.
 - Sites that have obvious situations that will prohibit installs such as: owner refusal or hazardous situation: will not be revisited unless the situation is addressed.
 - Take picture of newly installed meter, close-up, with meter reading and serial number clearly visible
 - Place door hanger on customer door as notification that the meter has been replaced
 - Return all removed meters to Installer's space located at the Utility provided warehouse for the Utility to dispose of at Utility discretion.

3.2 Quality Assurance

- Conduct QA of installed modules in accordance with specified audit schedule below and provide audit results to City of Needles on a weekly basis:
 - New hire (first 80 hours of an employee's work) audits include:
 - For all completed installations:
 - 100% picture review of the found and left installation images for proper installation
 - 20% field audit of completed installations
 - Ongoing audits include:
 - For all completed installations:
 - 20% picture review of the found and left installation images for proper installation
 - 1% field audit
 - As needed, individual field technician remedial audits (in addition to ongoing audit percentages) include:
 - For all completed installations:
 - 100% picture review of the found and left installation images for proper installation
 - 5% field audit of completed installations
- Investigate and address work order exceptions
- Implement action plans to resolve and prevent recurrence of non-conforming work
- Warrant and resolve all non-conforming services as described in the Agreement. The pictures obligated by this SOW shall create a rebuttable presumption that Supplier has satisfied all requirements described in this SOW.
- Installer will submit a Quality Management Plan for approval by City of Needles.

3.3 Work Order Management System (WOMS)

- Installer will provide its WOMS (Work Order Management System) to manage installations and collect installation data. Installation data should include at a minimum:
 - Old Meter Number
 - Old Meter KWH Reading
 - New Meter Number
 - New KWH Reading
 - Read Date
 - GPS Location
- Installer will lead efforts with the Utility to implement file-based integrations required to upload required data to complete installation from the Utility's systems and download installation data after exchange to the Utility's systems.

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 10
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- All data is exchanged using a secure FTP site
- Installer will equip all installers with a cellular-enabled hand-held device(s) that will:
 - Capture all data needed for billing the against the removed meter and identifying the new meter as well as all data identified
 - Allow record keeping of all safety and installation audits, associated to individual installers and specific service locations
- Installer will provide a download of each day's installations within one full business day of exchange
- Installer will provide read-only access of WOMS to up to five (5) City of Needles employees to view photos, perform data validation, and track progress

3.4 Installation Attempts

- Installer technician will be expected to make a reasonable attempt to access each endpoint; some endpoints may be considered unable to be completed (UTC) and returned to the Utility (RTU) for installation
 - For purposes of customer appointments for installation and access to premises, Installer shall complete up to two attempts to install each assigned meter as follows: Installer shall make one in-person attempt to each assigned meter location
 - If the in-person attempt is unsuccessful, the second attempt will be arranged via an appointment. The installer shall notify the Utility who will make an appointment and confirm the appointment with the Installer. Appointments will be during normal business hours only.
 - If Utility is unable to arrange an appointment within two calendar weeks from the date it is notified by the Installer about the need for an appointment, or if customer is not present at the time of a scheduled appointment, the meter will be considered UTC and returned to the utility (RTU) for installation
 - Unsuccessful appointment attempts (ex. customer refusal or customer locked gate, etc. during a scheduled appointment) will be charged at a T&M rate, including drive time

4. Scope and Change Management Process

The Installer is expected to conduct work according to the scope and requirements of this document, and invoice according to agreed-upon pricing. Specifically, any of the changes described below must be agreed-upon in advance by both City of Needles and the Installer prior to becoming active in this project.

- Scheduling Changes: changes which will alter the approved project schedule.
- Financial Changes: changes which will alter agreed-upon pricing.
- Scope Changes: additions, or reductions in work scope, changes in work requirements

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 11
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As changes are agreed upon, City of Needles will update contract documents as necessary and seek formal written agreement from the Installer.

5. Pricing

Electric Meter Exchange Installation Pricing				
Type of Exchange	Quantity*	\$/unit (Amount due for each endpoint completed up to the listed quantity)	\$/unit (charge for each endpoint completed that are in addition to the listed quantity)	Extended \$
Single Phase Residential Electric Meter	2951	\$88.94	\$56.26	\$262,462.70

*Estimated quantities

Optional Unit Cost Adders		
Type of Work	\$/unit	Notes
Electric meter seal	Costs + 5%	Material cost
Electric meter ring	Costs + 5%	Material cost
Electric meter blank (clear plastic)	Costs + 5%	Material cost
Door Hanger	\$0.85	Material cost

Hourly Rates for Time & Material Charges		
Type of Technician	\$/hour	Notes
Meter Service Technician (240 volts or less)	\$ 168.84	Hourly rate for 2022

5.1 Pricing Clarifications

General Clarifications

- For electric meter exchanges, gas module retrofits, and gas meter exchanges, Wellington's proposal includes deployment of experienced electric meter exchange technicians organized in accordance with the revised 3/3/2004 IBEW Metering Agreement executed on January 26th, 2005. This project is subject to California prevailing wage laws. Associated labor wages and fringe benefits are based on the Sample Project Labor Agreement between Wellington Energy, Inc. and the International Brotherhood of Electrical Workers, AFL-CIO

City of Needles Wellington Energy, Inc.	Confidential Proprietary	Rev: 1 Date: 10/27/22	Page 12
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Local Union 47 for a previously bid SDG&E AMI Project in Spring 2021. Per this agreement, pricing has assumed the use of:

- Meter Service Technicians to exchange electric meters for single-phase, self-contained electrical services on or near 240 volts or less
- Journeymen Linemen or other qualified electrical workers (QEW) to exchange electric meters for poly-phase electric meters
- Pricing excludes any impacts from the Affordable Care Act (i.e., Cadillac tax).
- Pricing only includes existing Federal and State taxes as applicable as of the date of this RFP response.
- Pricing includes wireless broadband connectivity to WEI's field devices.
- Schedule and pricing assume accounts that require more than one visit to access and complete the electric meter exchange amount to less than 10% of the accounts.
- Schedule and pricing assume accounts that require an appointment to complete the electric meter exchange amount to less than 2% of the accounts.
- Schedule assumes no more than 0.5% of the accounts are returned to the utility incomplete.
- Pricing assumes a mutually agreeable schedule by read office/city is established, as continuity of the workforce and proximity of operating areas to various warehouse depots are important pricing metrics.
- Pricing assumes that all inventory is available for installation in route sequence without skipping accounts due to reasons beyond WEI's control.
- Associated hourly rates will be invoiced for cases where WEI field technicians standby for electric found unsafe or hazardous conditions, lights out repair conditions, or other Utility required found conditions.
- All pricing assumes the electric meter services are located on the exterior of the customer's premise.
- Pricing does not include the disposal of hazardous materials as related to meter or module exchange services.
- Pricing and the deployment plan assume the existing billing cycles are designed to evenly balance the labor hours to read the meters across each calendar month.
- Pricing and daily meter installation efficiencies assume the utility meter reader routes are designed so that a meter reader can visit and read 110 or more metered services in an eight-hour work day.
- Pricing assumes City of Needles and utility information referenced in the RFP is provided in a timely manner to avoid work stoppage.

Safety and Quality Control Clarifications

- Pricing assumes NFPA 70E Safety standards for WEI PPE requirements. In summary, WEI requires base 8 PPE for single-phase and poly-phase services that are 240 volts or less to ground. Base 12 PPE is required for single-phase or poly-phase services that are greater than 240 volts to ground.
- WEI systems, safety procedures, and PPE requirements are designed to be adaptive in the event that the City Of Needles requires additional safety protection based on corporate

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 13
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safety policies or analysis (e.g., arc fault study). Pricing assumes some costs for the use of additional PPE for a small percentage (1% or less) of the services (e.g., blast suit).

Electric Meter Exchange Clarifications

- Pricing assumes all electric meter exchangers are single phase self-contained meters that are 240 volts or less to ground.
- Pricing includes capturing one (1) dial read per electric meter exchange.
- Pricing assumes any required bypass jumpers, seals, rings, keys, etc. are furnished by others.
- Pricing excludes turning off a customer's main breaker.
- Pricing includes line side voltage checks and for back feed on booted or potentially booted meters.
- For single-phase, self-contained meters that are 240 volts or less to ground and are a class 320 service, WEI's pricing includes using existing meter socket bypass provisions or line side disconnect. If bypass provisions or a line side disconnect are not available or functioning, the account will be returned to the utility.
- For single-phase or poly-phase self-contained meters that are greater than 240 volts to ground, WEI's pricing includes using existing meters socket bypass, isolation, or line side disconnect provisions. If bypass provisions, isolation, or a line side disconnect are not available or not functioning, the account will be returned to the utility.
- Pricing assumes new and old electric meters/modules do not require field probing, programming, or commissioning.
- Verification that the new meter is operating properly will be confirmed by visually verifying a zero read and meter voltage, if available, on the meter's display.
- Pricing assumes new meters will display pertinent incorrect voltage error messages to determine correct meter socket and meter combination within 10 seconds of the meter installation.
- Pricing assumes no more than two (2) pictures captured as part of a meter exchange with no found exceptions or hazards.
- Unit pricing includes the removal of the standard locking ring with a padlock style seal. Unit pricing does not include the removal and installation of a barrel locking ring or barrel lock.

Inventory Management, Meter Disposal, and Customer Notification Clarifications

- Pricing assumes inventory receipt, management, warehousing facilities are provided by others.
- Pricing assumes WEI will package removed meters using the used new meter boxes and pallets. With the exception of writing the removal date of the meters packaged on a pallet, no catalogued storage or sorting of meters is included in pricing.
- Pricing assumes all disposal of removed meters, small construction waste, and spoils are completed by others.
- Pricing assumes any hazardous waste disposal is completed by others. Hazardous waste handling procedures are excluded.

City of Needles Wellington Energy, Inc.	<i>Confidential Proprietary</i>	Rev: 1 Date: 10/27/22	Page 14
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- The Door Hanger Media Unit Pricing assumes purchasing door hangers in 1,000 count blocks and a minimum of 5,000 units printed on 4.25" x 11", 7 pt., glossy stock door hanger, 4/0 full color front printing with a blank back.

Proposed Installation Schedule

	Oct-22	Nov-22
Cumulative	1371	2951
Monthly Totals	1371	1580
Elec. Single Phase	1371	1580