



City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA ☐ ☒ Regular ☐ Special

Meeting Date: May 14, 2019

Title: Increase to Recreation budget line item 101.5774.452.43.18 facility maintenance by \$4800. This is needed to pay Colorado River Plumbing for replacing and installing new hot water heater.

Background: The 100-gallon hot water heater located at the Recreation center needs to be replaced. There is currently no hot water in the facility which makes us non-compliant with the county. We received two bids. Craig's Plumbing for \$6740 and Colorado River Plumbing for \$4800. We are going with the lowest bid.

Critical Timeline: This was an emergency due to no hot water in the facility.

Fiscal Impact: Increase to the Recreation budget of \$4800 from surplus funds.

Recommendation: Ratify the action taken by the city manager to purchase/install a new 100 - gallon hot water heater at the Recreation center and increase the facility maintenance line item from surplus funds.

Submitted By: Jennifer Valenzuela, Recreation Service Manager

City Management Review: For Resolution **Date:** 5-9-19

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

Agenda Item: 16



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: May 14, 2019

Title: City of Needles Letter in opposition to AB 1356

Background: Assembly Bill 1356 which would require the City of Needles to issue a minimum of one retail cannabis license for every four liquor licenses, or one retail cannabis license for every 10,000 residents.

By removing local governments' ability to regulate brick and mortar retail cannabis shops, AB 1356 undermines the very foundation of local control and thereby negates the primary purpose of California's established dual licensing structure.

The City of Needles has spent significant time developing a detailed regulatory scheme that permits the operation of commercial cannabis businesses, which include retail operations. In 2012 the residents of the City of Needles approved the City of Needles Marijuana Business Tax, Measure S on the November Ballot with 81% in favor of authorizing the City of Needles City Council to implement an Ordinance that would regulate, tax rate and require audits of the existing commercial marijuana retailers in the City. AB 1356 fundamentally erodes the local regulatory authority of cities and counties, which is explicitly provided for in Proposition 64.

Fiscal Impact: Loss of tax revenues by regulating/banning commercial marijuana dispensaries

Environmental Impact: N/A

Recommended Action: Authorize the Mayor to sign a letter in opposition to Assembly Bill 1356 which would remove the City's ability to either approve retail cannabis shops at a different concentration level or prohibit them within its jurisdiction

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 17



City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D.
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre
City Manager Rick Daniels

May 14, 2019

The Honorable Lorena Gonzalez
Chair, Assembly Committee on Appropriations
State Capitol Building, Room 5050
Sacramento, CA 95814

RE: AB 1356 (Ting) Cannabis: Local Jurisdiction: Retail Commercial Cannabis Activity
Notice of OPPOSITION (as Amended 4/30/19)

Dear Assembly member Gonzalez:

The City of Needles respectfully opposes AB 1356 (Ting). Under this bill, if more than 50 percent of the voters of a local jurisdiction voted in favor of Proposition 64, these local jurisdictions would be required to issue a minimum number of licenses authorizing retail cannabis activity within that jurisdiction. More specifically, the bill requires these cities to issue a minimum of one retail cannabis license for every four liquor licenses, or one retail cannabis license for every 10,000 residents.

Existing law, under both the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and Proposition 64, states that local jurisdictions have the ability to adopt and enforce local ordinances to regulate cannabis businesses. By removing local governments' ability to regulate brick and mortar retail cannabis shops, AB 1356 undermines the very foundation of local control and thereby negates the primary purpose of California's established dual licensing structure.

The City of Needles has spent significant time developing a detailed regulatory scheme that permits the operation of commercial cannabis businesses, which include retail operations. In 2012 the residents of the City of Needles approved the City of Needles Marijuana Business Tax, Measure S on the November Ballot with 81% in favor of authorizing the City of Needles City Council to implement an Ordinance that would regulate, tax rate and require audits of the existing commercial marijuana retailers in the City. AB 1356 fundamentally erodes the local regulatory authority of cities and counties, which is explicitly provided for in Proposition 64.

With regard to the measure's mandated 1-to-4 ratio, there is simply no nexus between a city's regulation of citizens' access to retail commercial cannabis and the number of liquor establishments within a community. By requiring such a ratio, AB 1356 proposes an arbitrary land use standard for individual cities and counties based on the results of a statewide ballot measure.

In seeking to eliminate locals' authority to ban or regulate retail commercial cannabis businesses, AB 1356 would ultimately strip cities and counties of the ability to decide

what is appropriate for their communities—a premise that directly contravenes the framework understood by the voters when approving Proposition 64.

For these reasons, the City of Needles opposes AB 1356.

Sincerely,

Mayor Jeff Williams
City of Needles

cc. California State Senator Shannon Grove & Assembly Member Jay Obernolte

Laura Morales, League of California Cities, lmorales@cacities.org
Meg Desmond, League of California Cities, cityletters@cacities.org



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: May 14, 2019

Title: SB 1 Road Repair and Accountability Act of 2017

Background: Senate Bill 1, the Road Repair and Accountability Act of 2017, will enable cities to address maintenance, rehabilitation and safety needs on the local street and road system. The 2016 California Statewide Local Streets and Roads Needs Assessment found that the condition of local streets and roads on average was "at risk" meaning that without an infusion of new funding, the infrastructure was on its way to failure.

As a requirement of SB 1, cities will adopt project lists prior to the start of every fiscal year and provide year end reporting on completed projects. Projects that were submitted in our prior year list have not been started and will be rolled over to FY 20.

Fiscal Impact: See attached plan

Recommendation: Approve the City Council Resolution number 2019-19 adopting the SB 1: Road Repair and Accountability Act of 2017 Project List

Submitted By: Sylvia Miledi, Finance Director

City Management Review: Rick

Date: 5/8/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 18

RESOLUTION NO. 2019-19

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvements; and

WHEREAS, the City, will receive an estimated \$85,688 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City plans to implement a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate various streets, roads and bridges, add active transportation infrastructure throughout the City this year and dozens of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in very poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the City Council of the City of Needles, California as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues. See attached form for further project details:
 - Colorado River Bridge rehabilitation (scope and design)
 - Sidewalk safety
 - North Needles Highway (crack seal & slurry David Drive to City limits)
3. The following previously proposed and adopted projects may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these

projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues. See attached form for further project details:

- Five Mile Road Rehabilitation Project with the County
- Shore Street to Jack Smith Park entrance rehabilitation project

PASSED AND ADOPTED by the City Council of the City of Needles, California this 14th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

Jeff Williams, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Jones, City Clerk

City Attorney John Pinkney

Part 2: Project Information
Local Streets and Roads Program

Proposed Project (P#)	Location	Project Title	Project ID (if any)	Project Type		Project Description	Project Location	Estimated Completion Date		Estimated Work (LH)		Legislation Identifier		Additional Project Elements (Check "N" from Section 001-5911)					
				Type	Regulation (if Other, is selected, please explain)			Pre-Construction (mm/yyyy)	Construction (mm/yyyy)	Min	Max	State Senate	State Assembly	Antiquity	Archaeology	Climate Change	Complete Streets Elements	Designation of Elements	
P001	0000	Colorado River Bridge Rehabilitation (Loop & Dr-10)		Road Maintenance & Rehabilitation		Scope is bridge rehabilitation including milling, concrete patching of the deck, removal and replacement of bearings at both abutments and existing girders. Design only, no construction. County design starts and actions take time	City portion with the State of Arizona for the rehabilitation of the Colorado River bridge at Harts & Street, Colorado River and Action take time	07/2019	06/2020			34	35	No	No	No	No		
P002	0000	Various sidewalk safety projects		Safety		Remove and replace sidewalk hazardous within project		06/2019	09/2019	20	25	35	35	No	No	No	No		
P003	0000	Five Mile Road Rehabilitation Project		Road Maintenance & Rehabilitation		Crest and and slurry	City portion of Five Mile Road Rehabilitation project by County of San Bernardino	09/2018	10/2019	10	15	35	35	No	No	No	No		
P004	0000	Shore Street to Jack Smith Road widening project		Road Maintenance & Rehabilitation		Crest and and slurry	Shore Street to Jack Smith Park entrance	01/2020	02/2020	10	15	35	35	No	No	No	No		
P005	0000	North Needles Highway (Road Drive to City limit)		Road Maintenance & Rehabilitation		Crest and and slurry	North Needles Highway (Road Drive to City limit)	06/2020	06/2020	30	35	35	35	No	No	No	No		
P006	0000																		
P007	0000																		
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City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: May 14, 2019

Title: 2019-20 San Bernardino County Sheriff's Services Contract

Background: The Sheriff's Office has notified the City that contract services will increase \$144,000 (up 6%) for the 2019-20 fiscal year. See attached cost comparison to the current year budget. This increase is due to rising salaries, and pension costs, and rising insurances.

The City is reviewing the cost and feasibility to establish a City Police Department to gain better cost control. Our research is underway.

Fiscal Impact: \$144,000 increase in Sheriff's contract

Recommendation: Approve the FY 20 San Bernardino County Sheriff's contract

Submitted By: Rick Daniels, City Manager
Sylvia Miledi, Director of Finance

City Management Review: Rick

Date: 5/9/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 19

SBCSD Contract					
	FY 18-19	FY 19-20	FY 19-20	19 vs. 20	19 vs. 20
	Current Year Budget	2% salary increase	5% salary increase	\$ diff. b/w FY 19 & 5%	% diff. b/w FY 19 & 5%
Command Staff / Lieutenant	79,558	79,126	82,903	3,345	4.20%
Sergeant	292,528	290,515	304,273	11,745	4.02%
Detective / Corporal	207,187	205,961	215,586	8,399	4.05%
Deputy Sheriff	1,375,983	1,366,999	1,430,435	54,452	3.96%
Office Specialist	36,599	36,578	38,194	1,595	4.36%
Marked Unit	46,259	50,129	50,129	3,870	8.37%
Unmarked Unit	7,323	7,414	7,414	91	1.24%
Citizen Patrol	1,425	5,798	5,798	4,373	306.88%
Dispatch Services	119,453	121,397	126,942	7,489	6.27%
HTs	14,390	14,700	14,700	310	2.15%
Taser Replacement	3,024	3,024	3,024	-	0.00%
Administrative Support	11,479	12,261	12,261	782	6.81%
Office Automation	31,576	37,779	37,779	6,203	19.64%
Services & Supplies	14,958	14,958	14,958	-	0.00%
Vehicle Insurance	23,196	25,248	25,248	2,052	8.85%
Personnel Liab. & Bonding	67,770	79,625	79,625	11,855	17.49%
Workers' Comp Experience Modification	8,101	6,915	6,922	(1,179)	-14.55%
Law Enforcement Experience Modification *	-	28,647	28,676	28,676	100.00%
County Admin. Cost	85,124	84,873	84,887	(237)	-0.28%
TOTAL COST	2,425,933	2,471,947	2,569,754	143,821	5.93%
* NEW					

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

99-376 A-22

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative
Telephone Number

John Ades, Captain
(909) 387-0640

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

City of Needles
Jeff Williams, Mayor
(760) 326-2113
07/01/2019 through 06/30/2020
\$2,471,947
\$2,471,947
4414351000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 22

Effective July 1, 2019, Contract No. 99-376 to provide law enforcement service to the City of Needles is hereby amended by replacing the Schedule A referred to in Section IV, with the Schedule A attached hereto and incorporated by reference

Except as amended, all other terms and conditions of this contract remain as stated therein.

[With the exception of signatures, this page is intentionally left blank].

COUNTY OF SAN BERNARDINO

►
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

City of Needles
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Jeff Williams
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: _____

Address 817 Third Street
Needles, CA 92363-2933

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Richard D. Luczak, Deputy County Counsel	►	► John Ades, Captain
Date _____	Date _____	Date _____

SCHEDULE A
Law Enforcement Services Contract
City of Needles
2019-20

Rollover

<u>LEVEL OF SERVICE</u>	<u>FY 2019-20 COST</u>
0.28 - Lieutenant	79,126 ¹
1.19 - Sergeant	290,515 ¹
1.00 - Detective/Corporal	205,961 ¹
7.31 - Deputy Sheriff (264 hours per week)	1,366,999 ¹
0.50 - Office Specialist	36,578 ¹
3.00 - Marked Unit	50,129 ²
1.00 - Unmarked Unit	7,414 ²
1.00 - Citizen Patrol	5,798 ²
Dispatch Services	121,397 ¹
10.00 - HTs (Amortization, Access & Maintenance)	14,700
9.00 - Taser Replacement (Amortized over 5-years)	3,024
Administrative Support	12,261
Office Automation	37,779
Services & Supplies	14,958
Vehicle Insurance	25,248
Personnel Liability & Bonding	79,625
Workers' Comp Experience Modification	6,915
Law Enforcement Experience Modification	28,647
County Administrative Cost	84,873
Cost for 2019-20:	\$ 2,471,947 ¹

Monthly Payment Schedule

1 st payment due July 15, 2019:	\$206,002
2 nd through 12 th payments due the 5 th of each month:	\$205,995

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

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

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

SCHEDULE A
Law Enforcement Services Contract
City of Needles
2019-20

Additional Costs Billed Quarterly:

The City will be billed on a quarterly basis for the following items:

- Increases to salaries and benefits resulting from Board of Supervisors-approved changes to Memorandums of Understanding with the County's various employee organizations.
- Actual overtime cost.
- Actual on-call cost (on call pay for safety employees for 2019-20 is \$185 per week).
- Actual cost of vehicle fuel, repair and maintenance, including the cost of collision repair.
- Professional services from private vendors and other services, supplies and personnel costs above the contract formula.

LEVEL OF SERVICE SUMMARY

SAFETY:

Lieutenant	-	0.28
Sergeant	-	1.19
Detective/Corporal	-	1.00
Deputy Sheriff	-	7.31
		<u>9.77</u>

GENERAL:

Office Specialist	-	0.50
Dispatchers	-	1.23
		<u>1.73</u>

VEHICLES:

Marked Patrol Units	-	3
Unmarked Units Code 3	-	1
Citizen Patrol	-	1
Donated Vehicles-Ins Only	-	2 *
		<u>7</u>

DONATED VEHICLES:

Command Post Trailer	-	1 *
Polaris UTV	-	1 *
		<u>2 *</u>

* (Included for insurance costs only)



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: May 14, 2019

Title: Consider cancelling the second regular City Council / NPUA meetings in July and August

Background: In years past the City Council has cancelled the second meeting of the month in July and August allowing for vacations and an opportunity to catch up. Staff is requesting Council consideration to cancel the July 23 and August 27, 2019 regular City Council / NPUA meetings to accommodate Mayor, City Council Members and staff vacations.

If urgency matters arise, the City Council / NPUA may hold their regular meeting or call a special meeting to conduct business.

Fiscal Impact: None

Recommendation: I MOVE to cancel the July 23 and August 27, 2019 regular City Council / NPUA meetings

Submitted By: City Clerk

City Management Review:

Rick

Date:

5/9/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 20

LATE ADD ON to May 14, 2019 agenda

A motion was made by Councilmember Hazlewood, seconded by Councilmember Longacre, pursuant to Government Code Section 54954.2 (2) - Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

Motion carried by the following roll call vote:

Ayes:	Council Members Gudmundson, Terral, Hazlewood, Belt and Longacre
Noes:	None
Absent:	Vice Mayor Paget
Abstain:	None

Item Number 21

RECORD OF COUNCIL MINUTE ACTION

Councilmember Gudmundson moved, seconded by Councilmember Longacre, to authorize the purchase to replace the pump at the Lilly Hill Booster Station at an estimated cost of \$30,000-\$36,000 using water asset replacement funds. Motion carried by the following roll call vote:

Ayes:	Council Members Gudmundson, Terral, Hazlewood, Belt and Longacre
Noes:	None
Absent:	Vice Mayor Paget
Abstain:	None

I, Dale Jones, City Clerk of the City of Needles, California, do hereby certify that this is the official action taken at the regular meeting of the NPUA / City Council of the City of Needles, California, held on the 14th day of May 2019.

Dale Jones, CMC
City Clerk
(SEAL)

Date: May 17, 2019



(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, MAY 14, 2019
COUNCIL EXECUTIVE SESSION – 5:00 P.M.
CITY COUNCIL MEETING – 6:00 P.M.
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES**

Councilmember Hazlewood will be participating in this meeting via teleconference call from Oak Tree Inn, 1706 N Park Drive, Winslow, AZ 86047.

The public will be given an opportunity to address the legislative body directly from this teleconference location.

**CALL TO ORDER
ROLL CALL**

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEM (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: Needles Unclassified Employees Association (NUEA) and Teamsters Local 1932
- b) Conference with real property negotiator pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller and Ashot Minasian as the potential buyer of the property described as 1.52 acres generally located at the north west corner of W. Broadway and G Street, APN 0186-095-04 adjacent to APN 0186-095-03 (aka APN 0185-351-11). Under negotiations are the price and terms.

EXECUTIVE SESSION – Report by City Attorney

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

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

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

PRESENTATIONS

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

- 1) The California Association for Local Economic Development (CALED) will present the 2019 Game Changer Award of Excellence to the City of Needles City Council. (INF)
- 2) Captain Tarangle will review the 2018 City of Needles Annual Crime Statistics Report (INF)
- 3) Jerry Telles, Ice House Rd. LLC, regarding his proposal to lower the cannabis tax rate of 10% on gross receipts for the cultivators and distributors (DIS)

PUBLIC HEARING

- 4) Public hearing noticed to consider all evidence and testimony for or against approval of an amendment to Chapter 15A-5(f) "Camping, picnicking and day use of areas" Parking at Jack Smith Memorial Park by removing the four-hour time limit and limiting the types of vehicles allowed to park in the designated parking area and cul-de-sac has been **continued to May 28**
- 5) Public hearing noticed to consider all evidence and testimony for or against approval of the possession, storage, sale, handling and use of specific types of fireworks that comply with California Code of Regulations, Title 19, and labeled "Safe and Sane" by the California State Fire Marshal continued from the April 23 meeting
 - 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. 616-AC replacing Chapter 9, Article III, entitled "Fireworks" in the Needles Municipal Code (1st reading – post) (ACT)
- 6) Public hearing noticed to consider all evidence and testimony for or against amending the Needles Municipal Code (NMC) Section 99-02 "Building Materials" regulating exterior paint colors for non-residential new buildings and existing non-residential buildings undergoing a re-paint process
 - Staff Report
 - PowerPoint Presentation
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Mayor to close the public hearing
 - Council Discussion / Deliberation

- Ordinance No. 618-AC amending the Needles Municipal Code (NMC) Section 99-02 "Building Materials" regulating exterior paint colors for non-residential new buildings and existing non-residential buildings undergoing a re-paint process (1st reading-post) OR provide direction to discourage unusual or brilliant colors or patterns (ACT)

RECESS CITY COUNCIL MEETING AND CONVENE A JOINT MEETING WITH THE NEEDLES PUBLIC UTILITY AUTHORITY

CALL TO ORDER (Roll Call previously taken)

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

NPUA / COUNCIL CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor/President or any member of the City Council/NPUA may pull an item from the Consent Calendar for discussion. Prior to Council/NPUA action, a member of the public may address the City Council/NPUA on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 7 through 11 on the Consent Calendar by affirmative roll call vote. (ACT)

- 7) NPUA: Approve the minutes of July 10, August 14, September 11 and September 25, 2018
- 8) NPUA / COUNCIL: Authorize purchase of one 250HP pump for \$20,564.91 and one assembly for \$13,123.59 for a total cost not to exceed \$34,000 to Layne Christensen as a standby pump for Well #15 using water replacement funds
- 9) NPUA / COUNCIL: Approve the Lower Basin Drought Contingency Plan Agreement and the Agreement Concerning Colorado River Drought Contingency Management and Operations (Companion Agreement) subject to last minute nonmaterial changes as approved by the City/Utility Special Counsel and City Manager
- 10) NPUA / COUNCIL: Approve an amendment to the existing Interconnect Agreement dated December 5, 2015 to include revised language in Section 2 in compliance with Public Utilities Corporation (PUC) Section 2827; payment for net energy and adopt a Net Surplus Energy Compensation Rate of \$0.0450 based on the October 2018 electric rates
- 11) NPUA / COUNCIL: Authorize staff to fund the 2019 Needles Unified School District Solar Camp not to exceed \$16,667 budgeted 2018-2019 fiscal year

End of Consent

ADJOURN THE JOINT NPUA MEETING AND RECONVENE CITY COUNCIL MEETING

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 12 through 18 on the Consent Calendar by affirmative roll call vote. (ACT)

- 12) Approve the warrants register through May 14, 2019
- 13) Approve the minutes of September 11 and September 25, 2018
- 14) Waive the reading and adopt Resolution No. 2019-18 approving an Eleventh Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2019-2020 fiscal year

- 15) Authorize the purchase of one (1) 2019 Chevrolet 2500HD 4WD with 8" Rock King Plow not to exceed \$41,000 from Findlay Automotive using Public Works vehicle replacement funds, Fleet general funds, and balance as a result of salary savings
- 16) Ratify the action taken by the city manager to purchase/install a new 100-gallon hot water heater at the Recreation Center and increase the facility maintenance line item from surplus funds
- 17) Authorize the Mayor to sign a letter in opposition to Assembly Bill 1356 which would remove the City's ability to either approve retail cannabis shops at a different concentration level or prohibit them within its jurisdiction
- 18) Approve Resolution No. 2019-19 adopting SB 1: Road Repair and Accountability Act of 2017 Project List

End of Consent Calendar

REGULAR ITEMS

- 19) Approve the 2019-2020 San Bernardino County Sheriff's Service Contract 99-376 A-22 in the amount of \$2,471,947 (ACT)
- 20) Consider cancelling the second regular City Council/NPUA meetings in July and August (DIS)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Gudmundson
Councilmember Terral
Councilmember Hazlewood
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>

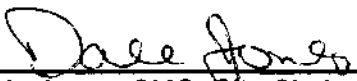
Posted: May 10, 2019

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 10th day of May 2019.


Dale Jones, CMC, City Clerk

INTEROFFICE MEMO

DATE May 6, 2019
FROM Ross Tarangle, Captain
 Colorado River Station / Needles Police
TO Rick Daniels, City Manager
 City of Needles

PHONE 760-326-9200



SUBJECT 2018 City of Needles Annual Crime Statistics Report

Each year, the San Bernardino County Sheriff's Department compiles year-end crime statistics for areas within its jurisdiction. Below are the 2018 year-end crimes statistics for the City of Needles.

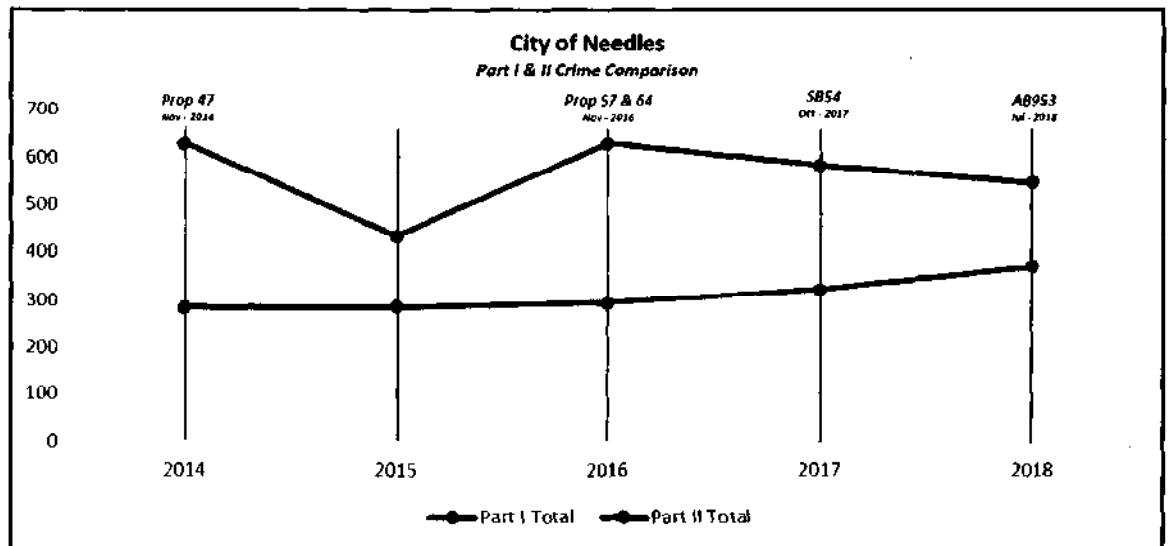
Part 1 crimes increased 15% last year from 322 to 371, with most of the increase in assaults. As identified in the graph below, Part 1 crimes have steadily increased over the last five years. These increases coincide with the passage of Prop 47 – Reduced Drug and Theft Penalties, Prop 57 – Early Prisoner Release, Prop 64 – Marijuana Adult Use, and SB54 – Sanctuary State Law. These trends are seen county wide. There was a 6% decrease in Part 2 crimes, mostly because of Prop 47 and 64 law changes that eliminated some crimes. The City saw an overall crime increase of 1% from the prior year with 13 additional crimes.

CITY OF NEEDLES							
	Prop 47		Prop 57 & 64	SB54	AB953	Percent Change	
STATION ACTIVITY	2014	2015	2016	2017	2018	'14-'18	'17-'18
Total Call Volume	11,392	10,050	11,165	11,784	10,777	-5%	-9%
Deputy Reports from RMS	1,026	985	1,296	1,311	1,272	24%	-3%
Adult Bookings	490	458	785	796	606	24%	-24%
Patrol Deputies	7	7	7	7	7	0%	0%

City of Needles ~ Crimes Reported							
	Prop 47		Prop 57 & 64	SB54	AB953	Percent Change	
Part I Crimes	2014	2015	2016	2017		14-18	17-18
Murder	0	1	0	0	0	0%	0%
Manslaughter	0	0	0	0	0	0%	0%
Rape	0	2	3	4	6	N/C	50%
Robbery	7	6	6	4	2	-71%	-50%
Aggravated Assault	18	18	38	29	51	183%	76%
Simple Assault	93	69	87	97	98	5%	1%
Violent Crime Total	118	96	134	134	157	33%	17%
Burglary	80	80	67	57	74	-8%	30%
Larceny	63	82	77	104	99	57%	-5%
GTA	21	23	17	17	29	38%	71%
Property Crime Total	164	185	161	178	202	23%	13%
Arson	3	5	0	10	12	300%	20%
Part I Total	285	286	295	322	371	30%	15%
Part II Total	629	433	629	582	546	-13%	-6%
Grand Total	914	719	924	904	917	0%	1%

2018 City of Needles Annual Crime Statistics Report
Page 2

Burglary & Larceny			
	SB54	AB953	Percent Change
Burglary	2017		'17 - '18
Residential	37	56	51%
Commercial	7	3	-57%
Multiple Residences	3	1	-67%
Institutions	0	0	0%
All Others	10	14	40%
Burglary Total:	57	74	30%
Larceny	2017		'17 - '18
Shoplifting	13	18	38%
From Vehicle	18	28	56%
Bicycles	5	7	40%
All Others	68	46	-32%
Theft Total:	104	99	-5%
<i>Source: Tiburon RMS & reported to California DOJ</i>			
Selected Violent Crime			
	SB54	AB953	Percent Change
Violent Crime	2017		'17 - '18
Rape	4	6	50%
Robbery	4	2	-50%
Aggravated Assault	29	51	76%



2018 City of Needles Annual Crime Statistics Report

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Social Media / Public Information

Colorado River Station / Needles Police Twitter: **@CORiverStation**
(Twitter account is not necessary to view)

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

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

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

Community Events / Special Projects

Annual Christmas Parade
Run for the Wall Motorcycle Rally
Hot Boat and Custom Car Show security and boating safety booth
Provided security during the Needles Rodeo
Attend school SARB hearings to ensure student attendance compliance
Additional patrol staffing a Jack Smith Park during holiday weekends
DUI patrols during holiday season
Annual Memorial Day ceremonies at Needles Cemetery
Participated in cemetery cleanup
Organized shop with a first responder event for Needles youth during Christmas season
Attended Backpack Buddies event providing school supplies and clothing for Needles students
Provided additional deputies at High School sporting events
Facilitated USMC Devil Pup participants for Needles youth
Provided traffic control for Needles High School rallies
Provided Christmas gifts to child injured in traffic collision
Attended Needles Downtown Business Alliance meetings
Attended City Council Meetings
Assisted Code Enforcement with abatement issues
Participated in Ft Mojave Tribe Christmas food giveaway
Held Coffee With A Cop event with local citizens
Conducted crosswalk safety presentations in local schools
Attended stakeholder event with County Superintendent of Schools and Needles School District
Participated in Ft Mojave Indian Days parade
Participated in Red Ribbon Week at local schools
Presented \$500 check to Needles High School ASB
Participated in annual Chinese Flag Ceremony
Distributed boater safety books at Jack Smith Park
Participated with Needles Women's Club in school supply collection
Purchased safety equipment for Code Enforcement
Participated in Needles Children's Health Fair
Conducted boater education and lifejacket giveaway at local events
Participated in Prescription Drug Takeback Program
Participated with SBCo Behavioral Health in Point-In-Time homeless partnership in Needles

2018 City of Needles Annual Crime Statistics Report

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Sheriff's Department Resources

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

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

Local staff providing support of City law enforcement services:

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

Future Projects

Ongoing Community Oriented Policing projects to prevent crime

Ongoing participation in community events

Skate park safety event to promote a safe and crime free environment

School Attendance Review Board to reduce absences and hold student/parents accountable

Implementation of new report writing system that will increase efficiency

Continued upgrade of radio system to ensure reliable and secure communications

ndlsclerk@citlink.net

From: Gerald Telles <
Sent: Monday, April 15, 2019 11:52 AM
To: Dale Jones; Rick Daniels
Subject: Gerald Telles - Agenda item request for next council meeting

Hi Dale/ Rick,

Please accept this email as my request to be scheduled on the next council meeting agenda.

I want a few minutes to ask the council to hear my proposal to lower the cannabis tax of 10% on gross receipts for the cultivators and distributors. I will provide some data on the tax rates of other locations in the state where a local cannabis industry has developed.

Reasons for my proposal to lower the cannabis tax are to:

- (1) Keep the local business in Needles competitive with other cannabis business located elsewhere in the state.
- (2) To provide an incentive for local cannabis owners to expand operations in Needles, rather than somewhere else in the State.
- (3) Put Needles back on the map with a competitive advantage that Needles once offered to investors looking for a place to start a cannabis business in the State of California.

Thanks,

Jerry Telles, Ice House Rd, LLC
1 Ice House Rd.
Needles, CA 92363

phone



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: May 14, 2019

Title: City Council Ordinance No. 616-AC
A Resolution of the City Council of the City of Needles
Approving Replacing Chapter 9, Article III, Entitled "Fireworks", in the Needles
Municipal Code

Background: At the March 26, 2019 meeting the City Council directed staff and the City Attorney to draft an ordinance allowing the sale and use of "Safe and Sane Fireworks" as licensed by the State Fire Marshall. The City Attorney's Office drafted an ordinance which was reviewed with staff. The draft Ordinance allows the following:

- Fireworks that are defined and classified as "Safe and Sane Fireworks" during the time period beginning at 12 noon six (6) days before and ending at 12 noon two (2) days after the following holidays each year: New Year's Eve (December 31, Memorial Day, Independence Day (July 4) and Labor Day ("Enumerated Holidays").
- Safe and Sane Fireworks may only be sold in the City in connection with the Independence Day holiday (July 4). Shall begin no earlier than 12 noon and shall not continue after 12 noon during the time period beginning six (6) days before and ending two (2) days after.
- Sale of Safe and Sane fireworks only by up to three City licensed Needles based private, non-profit organizations which shall be determined by lottery.
- Sellers must be at least 18 years old with adult supervision
- Prohibits use within 10 feet of a residence
- Allows the establishment of a Safe and Sane fireworks area for those wishing to jointly discharge Safe and Sane Fireworks
- Establishes penalties and license terminations for non-complaint users or sellers.

Based on the comments received from the Fire Chief and Sheriff's Office at the April 23, 2019 Council Meeting both have cautioned against the risk of fire or injury. The Ordinance at the April 23, 2019 Council Meeting did not receive the 4 votes needed for approval.

Fiscal Impact: Minimal sales tax and fee to recover City inspection and processing costs

Recommendation: Approve Ordinance No. 616-AC, Approving Replacing Chapter 9, Article III, Entitled "Fireworks", in the Needles Municipal Code

Submitted By: Patrick Martinez, Development Director

City Management Review: Rick **Date:** 5/8/19

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>5</u>			

ORDINANCE NUMBER 616-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, REPLACING CHAPTER 9, ARTICLE III, ENTITLED "FIREWORKS", IN THE NEEDLES MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEEDLES, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. **CEQA.** Pursuant to Section 15060(c)(2) of the California CEQA Guidelines, adoption of the subject Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment and therefore is not subject to CEQA. Additionally, pursuant to Section 15060(c)(3) the activity is not a "project" as defined in Section 15378 because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 2. **Severability.** The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 3. **Prosecution of Prior Ordinances.** Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Needles Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. **Chapter 9, Article III. FIREWORKS.** The City Council hereby repeals Chapter 9, Article III "Fireworks" from the City of Needles Municipal Code, and replaces it as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 5. **Publication.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published pursuant to state law within fifteen (15) days after its passage, and this Ordinance shall become effective thirty (30) days after its passage.

SECTION 6. **Effective Date.** The modifications enacted by this Ordinance shall be become effective June 28, 2019.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 14th day of May 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED AND ADOPTED, at a regular meeting of the City Council of the City of Needles, California, held on the 28th of May, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Jeff Williams

ATTEST:

City Clerk Dale Jones, CMC

APPROVED AS TO FORM:

Acting City Attorney Lena Wade

Attachment "A"
to Ordinance No. 616-AC

Article III. FIREWORKS.

Sec. 9-23 DEFINITIONS.

The following words and phrases, as used in this Article, are defined as follows:

- (a) "Dangerous Fireworks" shall meaning defined in Health and Safety Code Sections 12505 and 12561 and the relevant sections of Title 19, Code of Regulations, subchapter 6 which are hereby incorporated by reference.
- (b) "Fireworks" means blank cartridges, toy pistols, toy cannons, toy guns or toy canes in which explosives are used; balloons propelled by combustion; firecrackers; torpedoes; sons o' guns; sky rockets; roman candles; pinwheels; daygo bombs; or other similar pyrotechnics or devices which consist of or contain any combustible or explosive composition, substance or combination of substances, used, prepared, assembled, or combined for the purpose of providing or producing a visible or audible effect by combustion, explosion, deflagration or detonation.
- (c) "Fireworks Stand" means any building, counter, or other structure of a temporary nature used in the sale, offering for sale, or display for sale of "Safe and Sane Fireworks".
- (d) "Fireworks Wholesaler" means any person, other than an importer, exporter or manufacturer, who purchases Fireworks from a manufacturer, importer or exporter for resale to a retailer or any other person for resale – or – any person who sells Fireworks to other wholesalers or retailers for resale.
- (e) "Public Display of Fireworks" shall mean an entertainment feature where the public is admitted or permitted to view the display or discharge of Fireworks, including but not limited to, those defined above.
- (f) "Qualified Applicants" shall mean any group or organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a permit to sell required by this Article and which continues to meet the criteria for the duration of any permit to sell issued by the City of Needles pursuant to this Article:
 - i. The organization shall be a nonprofit organization pursuant to the Internal Revenue Code or California Revenue and Taxation Code; or a group which is an integral part of a recognized national organization having such tax-

exempt status or an organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district that serves, in whole or in part, the residents of Needles or public and/or private community college, college and/or university which is located within the boundaries of the City of Needles. Only one application per school will be allowed. If an organization is affiliated with a recognized educational institution as defined in this Section, but maintains a separate tax-exempt status with the Internal Revenue Service or the California Franchise Tax Board, said nonprofit organization shall be allowed a separate application;

- ii. The organization shall be organized primarily for veterans, patriotic, welfare, civic betterment, athletic, educational, youth development or charitable purposes;
 - iii. The organization must have its principal and permanent meeting place within the City;
 - iv. The organization must be one which provides direct and regular community services and benefits to the residents of the City;
 - v. Has a minimum bona fide membership of at least ten (10) members who either reside in the City, are employed in the City, or are owners or operators of a business or other establishment located in the City;
 - vi. Has not been found by any court of competent jurisdiction or City administrative hearing officer to be in violation of any civil or criminal local, state or federal law relating to Fireworks within twenty-four calendar months prior to the organization's submittal of an application for a permit to sell;
 - vii. Has not had a permit to sell revoked within twenty-four months prior to the organization's submittal of an application for a permit to sell.
- (g) "Safe and Sane Fireworks" (a.k.a. "state-approved Fireworks") shall mean "Safe and Sane Fireworks" as set forth in Health and Safety Code sections 12529 and 12562 and the relevant sections of Title 19, Code of Regulations, subchapter 6 which are hereby incorporated by reference.

Sec. 9-24 SALE, USE, DISCHARGE, ETC., PROHIBITED GENERALLY.

Except as otherwise specifically provided in this Article, no person shall sell, offer for sale, give away, possess, use or discharge any Fireworks in the City.

Sec. 9-25 EXCEPTION - SAFE AND SANE FIREWORKS.

It shall not be unlawful to possess, use, or discharge, within the City, those Fireworks that are defined and classified as "Safe and Sane Fireworks" (a.k.a. "state-approved Fireworks") in the California State Fireworks Law (sections 12500, et seq., of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, subchapter 6). It shall not be unlawful to sell or display within the City, those Fireworks that are defined and classified as "Safe and Sane Fireworks" during the time period beginning at 12 noon six (6) days before and ending at 12 noon two (2) days after the following holidays each year: New Year's Eve (December 31), Memorial Day, Independence Day (July 4) and Labor Day ("Enumerated Holidays").* All Fireworks possessed, sold, used, displayed, or discharged within the City must bear the official "Safe and Sane" registered seal and be listed on the annual California Department of Forestry & Fire Protection state approved list of Safe and Sane Fireworks.

*As set forth in California Health & Safety Code section 12599, Safe and Sane Fireworks may only be sold in the City in connection with the Independence Day holiday (July 4). The sale of Safe and Sane Fireworks in the City in connection with an Enumerated Holiday other than Independence Day may only be authorized if consistent with California law which may be amended from time to time.

Sec. 9-26 SAFE AND SANE FIREWORKS - PERMITS REQUIRED.

It shall be unlawful for any person to sell "Safe and Sane Fireworks" within the City without having first applied for and received a permit therefore.

Sec. 9-27 SAFE AND SANE FIREWORKS - APPLICATION.

- (a) No nonprofit organization shall submit more than one (1) application for a permit to sell "Safe and Sane Fireworks" within the City. If more than one (1) application is submitted on behalf of any nonprofit organization, including an affiliated organization, all such requests shall be voidable at the discretion of the City Manager. If a question arises as to whether organizations and/or groups are affiliated, the City Council shall have ultimate authority to decide said question. Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor/nonprofit organization and the transferee/nonprofit organization.
- (b) All applications for permits to sell "Safe and Sane Fireworks" shall be in writing to the City Clerk on forms supplied by the City. Applications may be filed beginning March 1 of each year up to and including March 31 of the same year, at which time the filing period for that year will be closed. For the year 2019, applications may be filed beginning June 1, 2019 up to and including June 10, 2019.

Applications shall be accompanied by an assurance that, if the permit is issued to the applicant, the applicant shall, at the time of receipt of such permit, deliver to the City a certificate evidencing an occurrence-based policy of insurance naming the

“City of Needles” as an additional insured thereunder, with the following minimum limits: \$1,000,000 public liability and property damage; and general aggregate coverage of \$2,000,000. No policy will be acceptable which contains a provision allowing a deductible amount.

- (c) Applicants for such permits shall be notified by April 7th of each calendar year by the City Manager of the approval or disapproval of such applications for such permit. Drawing for such permits will occur on or before April 15th of each year. All organizations whose applications have been selected shall have up to and including May 15th of that year to submit all information required by section 9-33 of this Article. For the year 2019, the above dates shall be June 12, June 17, and June 21, respectively.
- (d) Every application for a permit shall be accompanied by a non-refundable application fee established by resolution of the City Council. This application fee shall be in addition to any fee or tax imposed by this Article.
- (e) The application shall be made in duplicate. The original of the application shall be retained by the City Clerk and one copy shall be transmitted to the City Manager.
- (f) If the deadline for submitting any type of application, payment of any administrative fine, filing of a notice of appeal, etc. called for within this Article falls on a day City Hall is closed, the deadline shall automatically be extended to the close of business of the next day City Hall is open.

Sec. 9-28 SAFE AND SANE FIREWORKS - DENIAL OF APPLICATION.

- (a) The City Manager shall issue a permit to a Qualified Applicant to sell “Safe and Sane Fireworks” unless:
 - i. The City Manager finds, in writing, that the applicant has failed to provide sufficient plans, information or other data necessary to permit a determination respecting compliance with the requirements of this Article;
 - ii. The City Manager finds, in writing, that the applicant is not in compliance with any of the requirements of this Article;
 - iii. The City Manager finds, in writing, that the applicant falls within the provisions of subdivision (c) of section 9-37 of this Article; or
 - iv. The City Manager determines that the number of Qualified Applicants exceeds the number of permissible permits under subdivision (a) of section 9-33. The City Manager must advise, in writing, all Qualified Applicants of this determination no later than April 7th as well as advise them of the procedures that the City of Needles must follow, the alternatives available (i.e., joint venture), the category in which the group has been tentatively

placed and the date of the drawing before the City Council. For the year 2019, the above date shall be June 12.

- (b) Any denial of a permit pursuant to this section may be appealed pursuant to the procedures set forth in Chapter 2A of the Needles Municipal Code.

Sec. 9-29 SAFE AND SANE FIREWORKS - PREREQUISITE FOR ISSUANCE OF PERMIT.

- (a) The maximum number of permits which may be issued to Qualified Applicants and the maximum number of "Safe and Sane Fireworks" stands that will be permitted pursuant to this Article during any one (1) calendar year shall not exceed three (3) permits.

If the number of Qualified Applicants exceeds the number of permissible permits under this section, the City Manager shall select the nonprofit organizations to whom permits shall be issued by conducting a random drawing to determine to whom the available Fireworks Sales Permit shall be issued.

- (b) Two (2) or more eligible nonprofit organizations may jointly submit an application pursuant to this Article and may jointly receive a permit to sell Fireworks pursuant to this Article. In addition, if a Qualified Applicant is selected as a permittee, they may select one or more other Qualified Applicants to join in a joint venture operation in the Fireworks stand and jointly receive a permit to sell Fireworks pursuant to this Article.
- (c) Permits issued pursuant to this section are valid only during the calendar year issued.
 - i. On a form provided by the City, set forth the proposed location of the Fireworks stand; the name, address and telephone number of one or more responsible adults who will be in charge of and responsible for the Fireworks stand during the period Fireworks are sold, displayed or stored at such location; and written permission from the owner of record and/or lessor and/or management company of the property upon which said Fireworks stand is proposed to be located;
 - ii. A copy of the requisite retail sales permit issued by the Office of the California State Fire Marshal;
 - iii. Evidence of a temporary sales tax permit from the California State Board of Equalization;
 - iv. Payment of the permit/license fee at the amount established by resolution of the City Council;

- v. Throughout the term of a permit issued pursuant to this Article, each permittee shall pay for and maintain in full force and effect policies of insurance in a form and amount and with coverage types required by the City. The policies of insurance shall name the City, its officers, officials, agents, and employees as additional insureds.
- (d) The continued validity of any City permit issued pursuant to this Article shall be subject to the requirement that at least one or more representatives of each nonprofit organization, including the responsible adults listed in subdivision (c) of this section, shall attend a "Safe and Sane Fireworks" stand operator safety seminar conducted by the fire department and the licensed Fireworks wholesaler that is supplying the "Safe and Sane Fireworks" to the nonprofit organization. The failure of a nonprofit organization to have a responsible individual(s) attend the safety seminar shall result in the revocation of its permit to sell "Safe and Sane Fireworks."

Sec. 9.30 SAFE AND SANE FIREWORKS - OPERATION OF FIREWORKS STAND.

- (a) No person shall knowingly sell Fireworks to any person under the age of eighteen (18). Proof that the Fireworks stand operator/organization demanded, was shown, and acted in reliance upon bona fide evidence of age and identity in any sale of Safe and Sane Fireworks allowed by this Article shall be a defense for any proceedings for suspension or revocation of its "Safe and Sane Fireworks" permit or any criminal proceedings for violations of this Article. For purposes of this section, bona fide evidence of age and identity of purchaser is a document issued by a federal, state, county or municipal government which contains a photograph of the purchaser including, but not limited to, a valid California Driver's License or Identification Card issued to a member of the Armed Forces.
- (b) The sale of "Safe and Sane Fireworks" shall begin no earlier than 12 noon, and shall not continue after 12 noon during the time period beginning six (6) days before and ending two (2) days after the Enumerated Holidays.
- (c) No person other than the individuals who are members of the permittee and/or joint venture nonprofit organization(s) or the spouses, parents or adult children of such members shall sell or otherwise participate in the sale of "Safe and Sane Fireworks" at such stand.
- (d) No person under the age of eighteen (18) shall sell or participate in the sale of "Safe and Sane Fireworks" within such stand.
- (e) No person shall be paid any consideration by the permittee nonprofit organization(s) or any wholesaler/distributor of "Safe and Sane Fireworks" for selling or otherwise participating in the sale of "Safe and Sane Fireworks" at such stand; provided, however, that compensation may be paid for licensed security personnel during sale or non-sale hours and to the party authorizing the location of the stand on its property. The City Manager may revoke the Fireworks storage

permit and/or local business license of any Fireworks wholesaler/distributor violating the terms of this section as set forth in section 9-37.

Sec. 9.31 SAFE AND SANE FIREWORKS - TEMPORARY FIREWORKS STAND.

All retail sales of "Safe and Sane Fireworks" shall be permitted from within a temporary Fireworks stand, and the retail sales from any other building or structure is hereby prohibited. Temporary stands shall be subject to NFPA 1124 Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2017 Edition.

Sec. 9-32 SAFE AND SANE FIREWORKS - GENERAL REQUIREMENTS FOR PERMITTEES.

- (a) All unsold stock of Fireworks in the hands of the permittee after 10:00 pm two (2) days after the Enumerated Holidays shall be returned to the wholesaler/distributor and removed from the City within ten (10) days. On closing of the "Safe and Sane Fireworks" stand, all litter shall be removed from the premises.
- (b) Each "Safe and Sane Fireworks" stand must post its City permit to sell "Safe and Sane Fireworks," its temporary sales tax permit from the California State Board of Equalization, its State Fire Marshal Retail Sales Permit and proof of their required insurance in a prominent place inside the "Safe and Sane Fireworks" stand.

Sec. 9-33 SAFE AND SANE FIREWORKS - REVOCATION OF PERMIT; APPEAL.

- (a) The Fire Chief or the Fire Chief's designee, may revoke, immediately and without notice or hearing, the permit of any permittee who violates any of the following provisions of this Article. If the revocation occurs, the Fire Chief shall inform the permittee that the permittee may seek review of the Fire Chief's decision by the City Manager, or the City Manager's designee, on the next business day. At the earliest opportunity on the next business day after the revocation, the Fire Chief shall provide the City Manager with written notice that a Fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. The City Manager, or the City Manager's designee, shall meet with the permittee and the Fire Chief on that day, upon the permittee's request, to review the Fire Chief's decision. The decision of the City Manager shall be final. If the revocation occurs before or after the specified period, the appeal procedures of subdivision (b) shall apply.
- (b) The Fire Chief, or the Fire Chief's designee, may revoke the permit of any permittee who violates any provision of this Article. Such revocation shall not take effect for five (5) days, during which time the permittee may seek review of the Fire Chief's decision by submitting a written request for review to the City Manager. The Fire Chief shall provide the City Manager with written notice that a Fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. The City Manager, or the City Manager's designee, shall

meet with the permittee and the Fire Chief to review the Fire Chief's decision. The decision of the City Manager shall be final.

- (c) Any permittee whose permit has been revoked, pursuant to subdivision (a) or (b) hereof, shall be barred from receiving a permit under this Article for up to three (3) years from the date of revocation.

Sec. 9-34 SAFE AND SANE FIREWORKS - LIMITATION ON PLACES AND HOURS OF DISCHARGE.

- (a) It shall be unlawful to discharge any "Safe and Sane Fireworks" except during the hours of 9:00 am to 11:00 pm. For purposes of the New Year's Eve holiday, this period shall be extended to 1:00 a.m. on January 1.
- (b) It shall be unlawful for any person to ignite, discharge, project or otherwise fire or use, any "Safe and Sane Fireworks," or permit the ignition, discharge, or projection thereof, upon or over or onto, the property of another without his/her consent or to ignite, discharge, project or otherwise fire or make use of any "Safe and Sane Fireworks" within ten (10) feet of any residence, dwelling or other structure used as a place of habitation by human beings. However, the City, after recommendation from the City Manager and the Fire Chief, may designate, from time to time, a safe zone or area in the City at which "Safe and Sane Fireworks" may be ignited, discharged, projected or otherwise fired or used.

Sec. 9-35 SAFE AND SANE FIREWORKS - SUPERVISION OF MINORS.

It shall be unlawful for any person having the care, custody, or control of a minor (under 18-years-old) to permit such minor to discharge, explode, fire, or set off any "Dangerous Fireworks," at any time, or to permit such minor to discharge or set off any "Safe and Sane Fireworks" unless such minor does so under the direct supervision of a person over 18-years-of-age and during the hours and on the days permitted by this Article.

Sec. 9-36 SAFE AND SANE FIREWORKS - WHOLESALE STORAGE.

Wholesale storage of "Safe and Sane Fireworks" by Fireworks wholesalers licensed by the Office of the California State Fire Marshal shall be subject to NFPA 1124 Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2017 Edition and can be stored year-round in the City by a Fireworks wholesaler licensed by the Office of the California State Fire Marshal so long as said Fireworks wholesaler has not been found to be in violation of the terms of this Article.

Sec. 9-37 SEIZURE OF FIREWORKS.

The Fire Chief, or the Fire Chief's designee, may seize, take, remove or cause to be removed, at the expense of the permittee or licensed Fireworks wholesaler, whichever is applicable, all stock

of Fireworks offered or exposed for sale, stored, or held in violation of this Article when such violation creates an imminent threat to public health or safety.

Sec. 9-38 ADMINISTRATIVE FINES AND PENALTIES.

- (a) Any violation of this Article by any person responsible for committing, causing, or maintaining such violation shall constitute an infraction violation and the violator shall be subject to the provisions set forth in Chapter 2A of the Needles Municipal Code, including, but not limited to, the imposition of any and all criminal penalties set forth therein.
- (b) At least 50% of the fines collected pursuant to this Article must be placed in a segregated fund entitled "Needles Illegal Fireworks Enforcement Fund." The sole and exclusive purpose of this fund is to pay for increased fire and police deployment, protection and investigation of and against illegal Fireworks in the City.
- (c) Each person who violates any provision of this code as it relates to the possession, use, storage, sale and/or display of "Dangerous Fireworks" shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$ 1,000	\$ 150	\$ 1,150
Second	\$ 2,000	\$ 250	\$ 2,250
Third	\$ 3,000	\$ 500	\$ 3,500

- (d) Each person who uses "Safe and Sane Fireworks" at times and/or locations other than those permitted by this ordinance shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$ 250	\$ 50	\$ 300
Second	\$ 500	\$ 100	\$ 600
Third	\$ 750	\$ 200	\$ 950

- (e) In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within 30 calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation, and surrender all "Dangerous Fireworks" to the Fire Chief, immediately. For penalties not paid in full within that time, a late charge in the amount set forth above is hereby imposed and must be paid to the City by the citee. Fines not paid within the time established by this ordinance shall accrue interest at the prevailing established rate. On the second and each subsequent time that a person is issued a

citation for the same violation in any 12-month period, the fine is increased as indicated above and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines.

- (f) All administrative fines and any late charges and interest due shall be paid to the City at such a location or address as stated on the citation, or as may otherwise be designated by the City Manager. Payment of any fine or fines shall not excuse the citee from complying with the provision of the code so violated. The issuance of the citation and/or payment of any fine shall not bar the City from employing any other enforcement action or remedy to obtain compliance with the provisions of the code so violated including the issuance of additional citations and/or criminal prosecution.

Sec. 9-39 ADDITIONAL REMEDIES.

- (a) Any violation of this Article by the holder of Fireworks permits issued pursuant to this Article shall constitute grounds for modification, suspension and/or revocation of said permits.
- (b) Any organization whose Fireworks permits are revoked shall not be eligible for issuance of Fireworks permits the following year.
- (c) Nothing in this Article shall preclude the City from pursuing other remedies provided by the City of Needles Municipal Code or other laws, including, but not limited to, issuance of work orders and injunctive relief.

Sec. 9-40. EXCEPTIONS TO PROHIBITIONS.

This Article does not prohibit Public Displays of Fireworks by the City or county, or by fair associations, amusement parks or organizations or groups of individuals upon compliance with the provisions of this Article and such rules and regulations governing Public Displays of Fireworks as from time to time adopted by the California State Fire Marshal.

This Article does not prohibit any resident manufacturer, wholesaler, dealer or jobber from selling at wholesale such Fireworks as are not prohibited in this Article, or the sale of Fireworks for direct shipment out of the city or state; or the use of torpedoes, flares or fuses by railroad or other transportation agencies for signal purposes or illumination; or the sale of blank cartridges for theatrical or ceremonial purposes, athletic or sports events or military ceremonies or demonstrations.



City of Needles, California Request for City Council Action

☐ CITY COUNCIL ☐ NPUA ☐ RDA ☐ Regular ☒ Special

Meeting Date: May 14, 2019

Title: City Council Ordinance No. 618-AC
An Ordinance of the City Council of the City of Needles
Approving an Amendment of the Needles Municipal Code (NMC)
Section 99.02 "Building materials" Regulating Exterior Paint
Colors for Non-Residential New Buildings and Existing Non-Residential
Buildings Undergoing a Re-Paint Process

Background: At a recent City Council meeting, direction was given by the City Council members requesting the Planning Commission to consider implementation of design guidelines to regulate exterior paint colors for non-residential buildings, including all new buildings and any existing buildings undergoing a re-paint of the exterior surfaces using muted paint tones.

A palette of colors including muted browns, beiges, yellows and pale oranges was presented at the public hearing at the May 1, 2019 Planning Commission meeting. No public testimony was taken. Planning Commissioners indicated that the paint palette that was provided was too limiting with the color choices, and that all colors should be considered, and limited to muted hues of each color. The Planning Commission also discussed the limitations in implementing a policy regulating exterior paint colors on businesses with trademark color schemes, such as the Auto-zone stores that utilize red and black on the exterior buildings, as well as the McDonalds buildings that utilize a bright orange exterior paint color. The Planning Commissioners were concerned that this would be construed as over-regulation for new businesses wanting to establish in Needles. No motion was received by the Planning Commission and the matter died.

Based on comments received from the Planning Commission, the color palette has been amended with additional color choices, and the city code amendment provides descriptions shown on Exhibit "A", allowing the use of a variety of paint colors but in muted hues.

Public Notification: N/A

Critical Timeline: Implementation ensures exterior paint colors of new buildings and existing buildings undergoing re-paint, match new City regulations

Fiscal Impact: N/A

Recommendation: Approve Ordinance No. 618-AC, approving a City Code Amendment regulating exterior paint colors for non-residential new buildings and existing non-residential buildings undergoing a re-paint process, or provide direction to discourage unusual or brilliant colors or patterns.

Submitted By: Patrick Martinez, Development Director

City Management Review: *[Signature]* Date: 5-9-19

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

Agenda Item: 6

ORDINANCE NO. 618 AC

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEEDLES TO AMEND THE NEEDLES MUNICIPAL CODE (NMC)
SECTION 99-02 "BUILDING MATERIALS" REGULATING
EXTERIOR PAINT COLORS FOR NON-RESIDENTIAL NEW
BUILDINGS AND EXISTING NON-RESIDENTIAL BUILDINGS
UNDERGOING A RE-PAINT PROCESS**

WHEREAS, the City of Needles determines it is in the best interest of the health, safety, and welfare of the citizens of the City to amend the City Code to adopt new regulations pertaining to building requirements for non-residential buildings; and

WHEREAS, these regulations are integral to support the vision of the Needles community; and

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on April 17, 2019, 10 days prior to said meeting; and posted in two conspicuous places in the City; and

WHEREAS, on May 1, 2019, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to RESOLUTION 05-01-2019-1 PC; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the needles Desert Star on April 17, 2019, 10 days prior to said meeting and posted in two conspicuous places in the City; and

WHEREAS, on May 14, 2019 the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony relative to the amendment to the Needles Municipal Code (NMC); and

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

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

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

SECTION 3. The City Council HEREBY APPROVES Ordinance 618-AC, for an amendment to the Needles Municipal Code (NMC) as follows:

Amend Section 99.02(b) and add Section 99.02(c) as follows:

Section 99.02 Building Materials. (a) No building, fence, or device shall have a metallic exterior surface such as, but not limited to, galvanized, corrugated or interlocking metal sheets (excluding chain link), unless the use of such metallic surface material is approved under the site plan review procedure for the purpose of enhancing the architectural quality of the building while preserving architectural harmony and compatibility with surrounding area, except by special use permit for residential zones (R1, R2, R3) and Conditional Use Permit for all other zones (CRR, C1, C2, C3, M1, M2, P).

(b) The following structures shall be exempt from the provisions of Section 99.02(a)

- (1) Storage sheds not requiring building permits,
- (2) Screening fences or devices, not utilizing galvanized, corrugated or interlocking metal sheets, except chain link, and which meet all applicable standards established by or pursuant to this part;

(c) Exterior paint colors for all non-residential new buildings and existing non-residential buildings undergoing a re-paint process, shall be in muted hues typically found in desert landscapes as reflected on Exhibit "A", attached, and in harmony with the surrounding area

Section 14-32. "Maintenance of Property"

(a) Nuisances...

(b) Required boarding of windows, doors and other openings

1. A vacant building shall be boarded within five (5) days of the building no longer being able to be secured against intrusion by the closing and locking of doors and windows. A vacant building is any building that is not legally occupied unless one of the following is true:
 - a. The building is the subject of an active building permit for repair or rehabilitation and the Owner is progressing diligently to complete the repair or rehabilitation; or
 - b. The building meets all codes, does not contribute to blight, is ready for occupancy, and is actively being offered for sale, lease or rent.
2. Broken windows on a building, whether or not the building is vacant, shall be boarded within five (5) days of the breakage.
3. Boarding shall be completed to a minimum of the current City standards at the time the boarding is completed or required. All exterior surfaces of the boards shall be applied with sufficient paint, in the same color as the adjoining areas of the building, to create a sufficient appearance of repair and to deter unauthorized

occupation.

4. The City may board vacant buildings and/or broken windows as part of an abatement action brought under Article II, Chapter 14 of this Code. The property owner shall be responsible for the cost of boarding or the property may be subject to an abatement lien for the cost of the boarding.

INTRODUCED AND READ for the first time and ordered posted at an adjourned regular meeting of the City Council of the City of Needles, California, held on the 14th day of May, 2019, 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 28th day of May, 2019, by the following roll call vote:

AYES:
NOES
ABSENT
ABSTAIN

Mayor

(Seal)

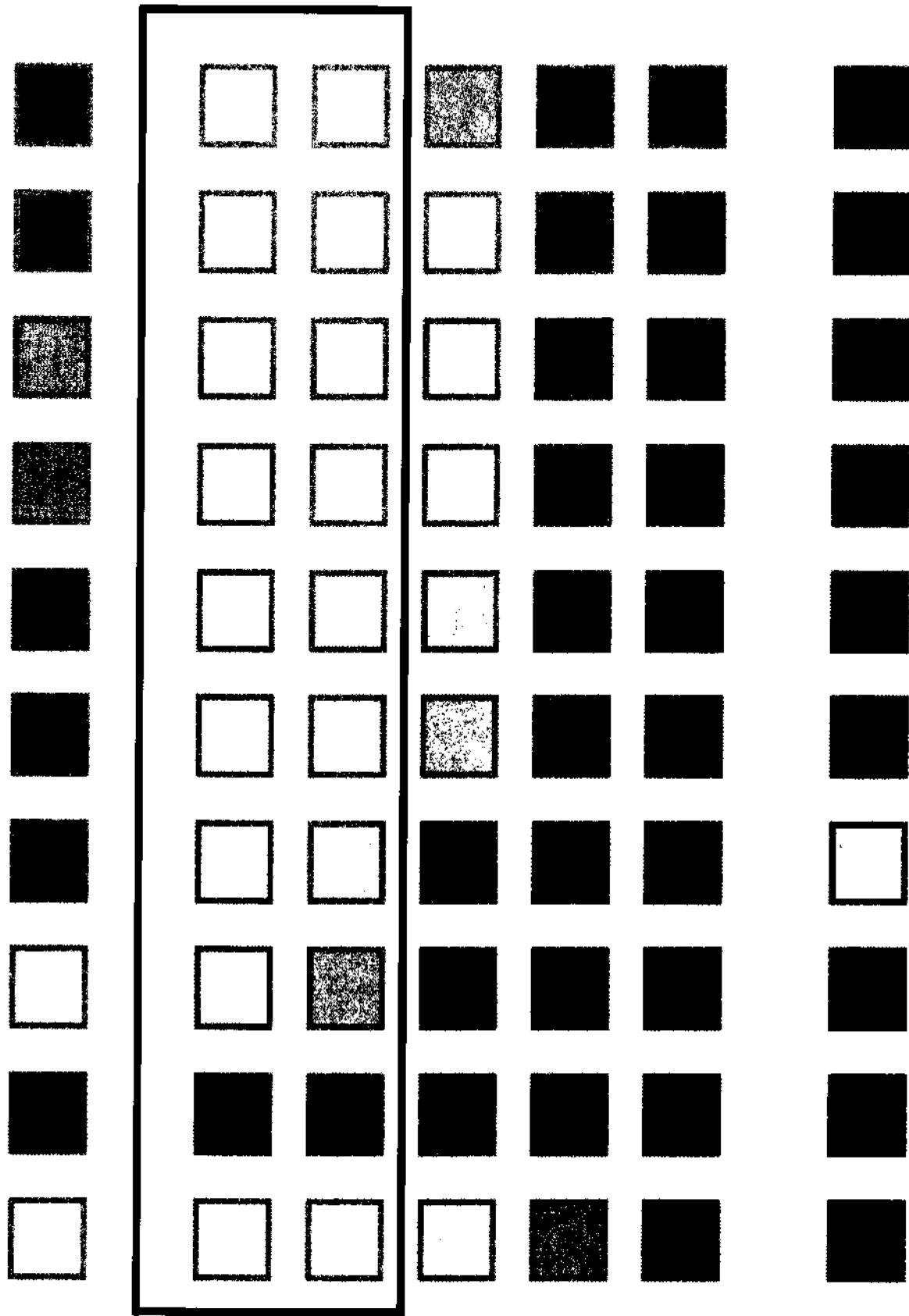
Attest:

City Clerk

City Attorney

**SUGGESTED PALETTE OF COLORS FOR EXTERIOR
PAINT ON NON-RESIDENTIAL NEW BUILDINGS AND NON-RESIDENTIAL
EXISTING BUILDINGS UNDERGOING A RE-PAINT PROCESS**

EXHIBIT "A"





City of Needles, California Request for Council Action

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

Meeting Date: May 14, 2019

Title: Standby Pump and Pump Assembly for Well #15 Award

Background: City staff completed a formal bid process in April, 2019 to seek seal bids for the purchase of one (1) 250HP 1800 RPM Pump Motor and a one (1) bowl assembly. This pump purchase will serve as a backup pump for well #15.

The Board of Public Utilities approved the recommended action on May 7, 2019.

Fiscal Impact: Balance in the water replacement fund will be \$1,078,632 for FY19.

Recommended Action: Authorize the purchase of one (1) 250HP Pump for \$20,564.91 and one (1) assembly for \$13,123.59 for a total cost not to exceed \$34,000 to Layne Christensen.

Submitted By: Frank Valenzuela

City Management Review:

Rick

Date:

5/8/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

8

Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: 4-5-2019

In compliance with the Invitation for Sealed Bids for one (1) 250Hp Vertical Hollow Shaft (VHS) and ne (1) bowl assembly 290' Total Dynamic Head (TDH) the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for one (1) 250Hp Vertical Hollow Shaft (VHS) and ne (1) bowl assembly 290' Total Dynamic Head (TDH).

MANUFACTURER: USEM Motor 250HP ~~1800~~ RPM 460/3/60
MODEL NUMBER: 2000 GPM @ 290' TDH Pump Assembly
DELIVERY DATE: 4-6 weeks - ARO -

TOTAL BID PRICE FOR ONE (1) 250HP MOTOR \$ 20,564.91
Total Bid Price includes California Sales Tax, and delivery charges but excludes Federal Excise Tax, if any.

Twenty Thousand,
Five Hundred Sixty Four
Dollars and 91/100

TOTAL BID FOR ONE (1) BOWL ASSEMBLY \$ 13,123.59
Total Bid Price includes California Sales Tax, and delivery charges but excludes Federal Excise Tax, if any.

Thirteen Thousand,
one Hundred Twenty Three
Dollars and 59/100

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

BIDDER'S COMPANY

Layne Christensen

ADDRESS

1717 W. Park Ave
Redlands, CA 92373

TELEPHONE NUMBER

909-390-2833

PRINT NAME - AUTHORIZED

Thomas A. Hetzel

AUTHORIZED SIGNATURE

[Signature]

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? YES X NO

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

"NONE"



CITY OF NEEDLES

INVITATION FOR SEALED BIDS
FOR

One (1) 250Hp Vertical Hollow Shaft (VHS) and One (1) bowl assembly 290' Total Dynamic Head (TDH)

CITY OF NEEDLES
817 Third Street
Needles, CA 92363
(760) 326-2115 ext. 140

NOTICE IS HEREBY GIVEN that the CITY OF NEEDLES (herein called the "City") invites and will receive sealed bids up to the hour of 3:30 p.m. Pacific Standard Time (PST) on **Tuesday, April 16, 2019** for the purchase of one (1) 250Hp Vertical Hollow Shaft (VHS) and ne (1) bowl assembly 290' Total Dynamic Head (TDH).

At said time, sealed Bid Proposal (herein called the "Bid") will be publicly opened and read aloud by the office of the City Clerk at:

CITY OF NEEDLES
817 Third Street
Needles, CA 92363

Questions regarding the Bid Documents are to be directed to Rainie Torrance, Senior Accountant, by email at rtorrance@cityofneedles.com

Bids shall be submitted only on forms provided in the Bid Packet. Bids shall be in the hands of the City Clerk of the City, 817 Third Street, Needles, California, 92363 on or before the hour of 3:30 p.m. PST on **Tuesday, April 16, 2019**. No late Bids will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered. Bids received after the bid submittal deadline will be rejected and returned to the Bidder unopened.

The Bid Proposal forms can be obtained from the City of Needles' website at www.cityofneedles.com.

The City reserves the right to reject any and/or all Bids received.

Information for Bidders

Bids will be received by the City of Needles Office of the City Clerk, at City of Needles, 817 Third Street, Needles, CA 92363, until 3:30 p.m. Pacific Standard Time (PST), on **Tuesday, April 16, 2019**, then publicly opened and read aloud. Each Bid must contain one complete original set of Bid Proposal Forms. The Bid Proposal forms include "Specifications Compliance" and "Bid Form". The Addendum, if issued, will be posted on the City's website at www.cityofneedles.com. Bidder must acknowledge Addendum, if issued, by submitting signed Addendum with the Bid Proposal Forms. The completed Bid must be submitted in a sealed envelope and addressed to the City at 817 Third Street, Needles, CA 92363. Each sealed envelope containing a Bid must be plainly marked on the outside as **"Water Motor and Bowl Bid; Attention City Clerk"**, and the envelope shall also bear on the outside, the name of the Bidder, and Bidder's address. If forwarded by mail, the sealed envelope containing the Bid Proposal forms must be enclosed in another envelope addressed to the City Clerk at 817 Third Street, Needles, CA 92363, and both envelopes clearly state **"Water Motor and Bowl Bid; Attention City Clerk"**.

Total Bid Price must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted, unless otherwise indicated. The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the Bidder. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person signing the Bid Form. Each Bidder is responsible for the review of the Bid documents.

The City may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bid or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. All Bids shall remain firm for at least ninety (90) calendar days after the date and time of the bid opening unless otherwise specified. Should there be reasons why the Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidder. Award of Bid will be to the lowest responsible Bidder as determined by the City. A conditional or qualified Bid will not be accepted. The failure and omission of any Bidder to do any of the foregoing shall not relieve any Bidder from any obligation with respect to the Bid. The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications or questions of the bid documents shall be emailed to:

Rainie Torrance, Senior Accountant
rtorrance@cityofneedles.com

Requests for clarification or questions shall be delivered to the City by 4:00 p.m. PST on **April 9, 2019**. Any City response to a request for clarification, questions and answers will be posted to the City's website at www.cityofneedles.com not later than 4:00 p.m. PST, **April 10, 2019** and if necessary become a part of the Bid as an Addendum. The proposed timeline of events associated with the awarding of Bid Proposal:

Release of Advertisement for Bids		Friday, April 5, 2019
Deadline to submit questions/clarifications	4:00 p.m.	Tuesday, April 9, 2019
Addendum/Questions/Clarifications Posted	4:00 p.m.	Wednesday, April 10, 2019
Bid Opening	3:30 p.m.	Tuesday, April 16, 2019
City Council Awards Bid	6:00 p.m.	May 14, 2019
Issuance of a Purchase Order	By	May 15, 2019

Specifications Compliance

250Hp US Motor Vertical Hollow Shaft (VHS)

- Inverter Duty
 - 180-1800RPM
 - 460V
 - HZ Ranger 6-60
- Goulds Ductile Iron 10" Discharge Head Assembly
- 1-15/16" 416SS Head Shaft, Nut and Key
- 10" x 10" x .279" Water Lube Butt Column Pipe T&C
- 1-15/16" x 10' 416SS TBE Line Shaft
- 1-15/16" 304SS Shaft Couplings
- 10" x 1-15/16" Bronze Retainers
- 1-15/16" Rubber Bearings

Current motor tag is shown on Attachment "A"

Bowl Assembly 290' Total Dynamic Head (TDH)



- 10" x 10' x .279 TOE Suction Pipe
- 10" Weld on 316SS Cone Strainer
- 1/4" Poly Airline and Gauge Assembly

TM

467340




EST 1924 . EST 1880 .


2270 THE
CONNECTION www.motorola.com




City of Needles, California Request for Council Action

☒ CITY COUNCIL/NPUA ☐ BPU ☐ SARDA

☒ Regular ☐ Special

Meeting Date: May 14, 2019

Title: MEMORANDUM TO CITY COUNCIL AND BOARD OF PUBLIC UTILITIES
REGARDING APPROVAL OF UPDATED AND ADDITIONAL DROUGHT CONTINGENCY PLAN
AGREEMENTS

Background: On December 11, 2018, the City Council approved a series of preliminary Colorado River Basin Drought Contingency Plan (DCP) agreements. The staff report that provides the full background for the original DCP Agreements is attached for your reference.

Update: The push to get all the DCP agreements approved prior to the end of 2018 proved unrealistic. Over the last few months, the parties to the agreements (which include the federal government, six states that draw water from the Colorado River, and public agencies in Arizona, California, and Nevada that have water rights to the Colorado River) have agreed to a series of revised agreements to implement the DCP. The principal change to the earlier drafts of the agreements is the omission of Imperial Irrigation District (IID). The IID chose not to participate in the DCP at this time because the parties could not reach agreement on IID's preconditions related principally to protections for the Salton Sea.

In the last few weeks the U.S. Congress approved legislation authorizing the federal government to implement the agreements. Subsequently, IID sued the Metropolitan Water District of Southern California, alleging that MWD did not comply with CEQA in approving the DCP agreements. Needles and other California parties to the DCP agreements are named in the suit as interested parties, but the suit does not target them directly. The Needles City Attorney is evaluating a response to that litigation, but it does not appear to represent an appreciable threat to the City.

We recommend that Needles approve at this time the following DCP interstate agreements:

1. Lower Basin Drought Contingency Plan Agreement. In this agreement, the Lower Basin parties agree to implement intra-State DCP agreements including making specified contributions to storage in Lake Mead and not to make any claim on DCP intentionally created surplus water. Needles is not obligated to make any storage contributions. An earlier version of this agreement was approved by the City in December 2018.

2. Agreement Concerning Colorado River Drought Contingency Management and Operations (Companion Agreement). This agreement includes both the Upper Basin parties and the Lower Basin parties and commits all to support the Upper Basin and Lower Basin DCP agreements. This agreement does not contain any particular commitments for the City of Needles.



City of Needles, California Request for Council Action

Attached as additional information is a report prepared by the Colorado River Board of California entitled: "Lower Basin Drought Contingency Planning Effort Progress Report"

CEQA: The proposed actions of authorizing and entering into the agreements to implement the DCP are exempt and/or not subject to the provisions of CEQA and the CEQA Guidelines. Needles does not contemplate or commit to do any actions that would result in a direct or reasonably foreseeable indirect change in the environment. (Guidelines Section 15060(c)(2).) Moreover, the DCP agreements allow other parties to store more water and involve continued operation and implementation of existing facilities, programs and activities involving negligible or no expansion of activities originally approved in 2007. Consequently, these actions qualify for a Class 1 Categorical Exemption (State CEQA Guidelines Section 15301.)

The Board of Public Utilities approved the recommended action on May 7, 2019.

Fiscal Impact: None.

Recommended Action: That the Council approve, by minute order, the DCP Agreements listed below, and authorize the City Manager to sign them on behalf of the City. The Agreements may be updated as last minute, nonmaterial changes are made by the parties.

1. Lower Basin Drought Contingency Plan Agreement;
2. Agreement Concerning Colorado River Drought Contingency Management and Operations (Companion Agreement)

Submitted By: Robert Hargreaves, Best Best & Krieger, LLP, Special Counsel

City Management Review: Rick

Date: 5/7/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9

AGREEMENT CONCERNING COLORADO RIVER DROUGHT CONTINGENCY MANAGEMENT AND OPERATIONS

This Agreement Concerning Colorado River Drought Contingency Management and Operations ("Companion Agreement") is entered into this ____ day of _____, 2019 ("Effective Date") by and among the United States of America ("United States"), represented by the Secretary of the Interior ("Secretary") and acting through the officer executing this Companion Agreement, the Upper Colorado River Division States of Colorado, New Mexico, Utah, and Wyoming through the Upper Colorado River Commission ("Commission"), the State of Arizona acting through the Director of the Arizona Department of Water Resources, The Metropolitan Water District of Southern California, the Coachella Valley Water District, the Palo Verde Irrigation District, the City of Needles, the Colorado River Commission of Nevada, and the Southern Nevada Water Authority, each of which is at times referred to individually as "Party" or collectively as "Parties."

RECITALS

A. Background

1. Federal law and practice (including, but not limited to, Section 16 of the Boulder Canyon Project Act, 43 U.S.C § 6170 and Section 602(b) of the 1968 Colorado River Basin Project Act, 43 U.S.C. § 1552(b), the Criteria for Coordinated Long-Range Operation of Colorado River Reservoirs Pursuant to the Colorado River Basin Project Act, and the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead ("2007 Interim Guidelines")) contemplate that in the operation of Lakes Powell and Mead, the Secretary consults with the Colorado River Basin States and such state representatives as each Governor may designate. Through this law and practice, the Governors' Representatives and state agencies have in the past reached agreements among themselves and with the Secretary on various aspects of Colorado River reservoir operation. This Companion Agreement is entered into in furtherance of this law and practice.
2. The signatories to the April 23, 2007, Agreement Concerning Colorado River Management and Operations ("2007 Seven States' Agreement") intended to improve cooperation and communication among them; provide additional security and certainty in the water supply of the Colorado River System for the benefit of the people served by water from the Colorado River System; and avoid circumstances which could otherwise form the basis for claims or controversies over interpretation or implementation of the Colorado River Compact and other applicable provisions of the

Law of the River.¹

3. The signatories to the 2007 Seven States' Agreement subsequently submitted to the Secretary a recommendation ("States' Recommendation") for operation of the Colorado River System, including proposed guidelines to be incorporated in a record of decision at the conclusion of a decision-making process pursuant to the National Environmental Policy Act, 42 U.S.C. §§ 4321 through 4347.
4. On December 13, 2007, the Secretary adopted a record of decision, based in large part on the States' Recommendation, entitled the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead, effective through December 31, 2025 (through preparation of the 2026 Annual Operating Plan) ("Interim Period").
5. Consistent with and pursuant to provisions in the 2007 Seven States' Agreement and the 2007 Interim Guidelines, the Parties have regularly consulted regarding various issues that have arisen prior to and during implementation of the 2007 Interim Guidelines.
6. Based on the actual operating experience gained after the adoption of the 2007 Interim Guidelines and emerging scientific information regarding the increasing variability and anticipated decline in Colorado River flow volumes, the Parties recognize and acknowledge that those relying on water from the Colorado River System face increased individual and collective risk of temporary or prolonged interruptions in water supplies, with associated adverse impacts on the society, environment, and economy of the Colorado River Basin. Therefore, the Parties have agreed that it is necessary and beneficial to pursue additional actions beyond those contemplated in the 2007 Interim Guidelines to reduce the likelihood of reaching critical elevation levels in Lake Powell and Lake Mead through the Interim Period.
7. The Parties have developed two drought contingency plans: the Upper Basin Drought Contingency Plan ("Upper Basin DCP"), which affects operations above Lee Ferry, and the Lower Basin Drought Contingency Plan ("Lower Basin DCP"), which affects operations below Lee Ferry. Both the Upper Basin DCP and the Lower Basin DCP are

¹ The "Law of the River", as mentioned in this Companion Agreement, refers to the body of law existing on the Effective Date of this Companion Agreement and affecting the interstate and international use, management, and allocation of water in the Colorado River System, including the 1922 Colorado River Compact, the Mexican Water Treaty of 1944, the 1948 Upper Colorado River Basin Compact, several United States Supreme Court decisions, the Consolidated Decree of the Supreme Court in *Arizona v. California*, and a host of federal laws and administrative regulations.

supplemental to and in furtherance of the goals of the 2007 Interim Guidelines.

8. Beginning in 2008, the Parties began discussions with the International Boundary and Water Commission ("IBWC") and representatives of Mexico regarding potential cooperative actions in the Colorado River Basin pursuant to the United States-Mexico Treaty on Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande ("1944 Water Treaty"), culminating in several agreements ("Minutes") designed to implement the Treaty terms.
9. From 2015 through 2017, the Parties participated in negotiations with the IBWC and representatives of Mexico on Minute 323 to the 1944 Water Treaty, titled Extension of Cooperative Measures and Adoption of a Binational Water Scarcity Contingency Plan in the Colorado River Basin.
10. Minute 323, approved on September 27, 2017, includes a Binational Water Scarcity Contingency Plan for Mexico to participate in the equivalent of a drought contingency plan if a Lower Basin DCP is put into effect in the United States. The Binational Water Scarcity Contingency Plan is intended to allow Mexico to undertake water savings in parity with U.S. savings for drought contingencies which would be recoverable under specifically improved reservoir conditions.

B. Purpose

The Parties intend that the actions contemplated in and recognized by this Companion Agreement will allow the development and testing, on an interim basis, of tools to provide additional security and certainty in the water supply of the Colorado River System for the benefit of the people served by the System and to avoid circumstances which could otherwise form the basis for claims or controversies over interpretation or implementation of the Colorado River Compact and other applicable provisions of the Law of the River.

AGREEMENT

In consideration of the above recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Support for the Upper Basin DCP

For purposes of this Companion Agreement, the Upper Basin DCP includes the Agreement for

Drought Response Operations at the Initial Units of the Colorado River Storage Project Act and the Agreement Regarding Storage at Colorado River Storage Project Act Reservoirs Under an Upper Basin Demand Management Program ("Demand Management Storage Agreement") which are attached and incorporated herein as Attachments A1 and A2. The Parties agree that, when executed, the additional agreement(s) specified in Section III.B.3.b of the Demand Management Storage Agreement shall constitute additional components of the Upper Basin DCP. The Parties agree that the components of the Upper Basin DCP are likely to have a beneficial effect on the management of the Colorado River System. The Parties further agree to support steps necessary to achieve final adoption and implementation of the Upper Basin DCP.

B. Support for the Lower Basin DCP

The Lower Basin DCP, entitled Lower Basin Drought Contingency Plan Agreement ("LB DCP Agreement") (including Exhibit 1 entitled Lower Basin Drought Contingency Operations "(LBOps)"), is attached and incorporated herein as Attachment B. The Parties agree that the components of the Lower Basin DCP are likely to have a beneficial effect on the management of the Colorado River System. The Parties further agree to support steps necessary to achieve final adoption and implementation of the Lower Basin DCP.

C. Federal Legislation

Pursuant to Paragraph B of the Agreement Regarding Notice From the Secretary of the Interior for the Purpose of Implementing Section IV of Minute 323, the non-Federal Parties have worked through a consensus-based effort to develop and seek federal legislation to implement the Upper Basin and Lower Basin DCPs. The legislation developed by the non-Federal Parties is attached hereto as Attachment C.

D. Resolution of Claims or Controversies Related to the Upper Basin DCP or the Lower Basin DCP

Consistent with the purpose of this Companion Agreement, the Parties agree to pursue a consultative approach to resolution of any potential claim or controversy arising under or related to this Companion Agreement, the Upper Basin or Lower Basin DCPs, or the associated federal legislation. In the event any Party becomes concerned that there may be a claim or controversy under this Companion Agreement, the Upper Basin or Lower Basin DCPs, or the associated federal legislation, such Party shall notify all other Parties in writing, and the Parties shall meet in good faith in order to resolve such claim or controversy by mutual agreement. Further, the non-Federal Parties agree that before initiating any judicial or administrative proceeding against any other Party, no claim thereunder shall be ripe until such dispute resolution process set forth in this Paragraph D has been completed. All non-Federal Parties shall comply with any request

by the Secretary for consultation in order to resolve any claim or controversy. Notwithstanding anything in this Companion Agreement to the contrary, the terms of this Paragraph shall survive the termination or expiration of this Companion Agreement.

E. Implementation and Enforcement

The Parties acknowledge and agree that implementation and operation of the Upper Basin and Lower Basin DCPs consistent with this Companion Agreement are intended to further the goals and coordinated operations of Lake Powell and Lake Mead pursuant to the 2007 Interim Guidelines, and to enhance conservation of water in the Colorado River System for the benefit of each of the Colorado River Basin States.

The Secretary shall provide and describe 24-Month Study assumptions and projected operations, including those related to Lower Basin water use, to the Parties prior to the completion of the April and August 24-Month Studies under the 2007 Interim Guidelines. In addition to the consultations under the Annual Operating Plan, the Secretary shall also provide and describe to the Parties an evaluation of actual calendar-year operations and identify any substantial variations from modeling assumptions.

The Parties agree to comply with this Companion Agreement, including the Upper Basin and Lower Basin DCPs. The Parties agree to act in good faith and with fair dealing when entering into, implementing and performing their obligations under this Companion Agreement, including the Upper Basin and Lower Basin DCPs. In the event of failure to comply with this provision, any affected non-Federal Party may maintain an action to enforce pursuant to 43 U.S.C. §1551(c).

F. Past Consultation

Consistent with the 2007 Interim Guidelines and the 2007 Seven States' Agreement, and consistent with the recent history of collaboration on the Colorado River to address and avoid circumstances that could form the basis for claims or controversies, consultation on the terms and application of this Companion Agreement and the Upper Basin and Lower Basin DCPs has occurred between the Governors' Representatives, Colorado River Basin States and the Secretary. Such consultation was limited to the terms of this Companion Agreement and the Upper Basin and Lower Basin DCPs, and was not for the purpose of the Secretary's formal review required in Section XI.G.7.D of the 2007 Interim Guidelines.

G. Consultation on Operations

Any Party may request consultation with the other Parties on implementation or operation of this Companion Agreement including the Upper Basin and Lower Basin DCPs. Upon such request, the Parties shall consult in good faith with each other to address questions, concerns or issues that may arise regarding implementation or operation of this Companion Agreement including the Upper Basin and Lower Basin DCPs.

H. Consultation Regarding Future Implementation

The LBOps allows future ICS Exhibits to be offered, as set forth in Section IV.E.2 of the LBOps. After the Effective Date of this Companion Agreement, if new or amended ICS Exhibits offered under that section of the LBOps, the Lower Division States shall consult with the Upper Division States and the Upper Colorado River Commission prior to their approval.

The Demand Management Storage Agreement contemplates certain future actions under specified conditions. Because the implementation of an Upper Basin Demand Management Program would relate to interests, rights and obligations regarding the Colorado River, the Parties agree to work together to seek consensus in finalizing an Upper Basin Demand Management Program. Specifically, the Upper Division States and the Secretary agree to consult with the Lower Division States regarding the following:

1. Verification of and accounting for the actual volume of conserved consumptive use, including consideration of water uses that may be eligible for designation as conserved consumptive use under a Demand Management Program, prior to reaching consensus on the feasibility thereof;
2. The methodology, process and documentation for verification of and accounting for the actual volume of conserved consumptive use considered during the Program Development stage prior to entering into any of the agreement(s) identified in Section III.B.3.b of the Demand Management Storage Agreement; and
3. Annual verification by the Upper Division States, through the Commission and the Secretary, of the volume of conserved water created, conveyed, and stored at the CRSPA Initial Units as set forth in Sections III.A.4, III.A.11, and III.B.2.b.vi of the Demand Management Storage Agreement.

I. Consultation on Amendments or Modifications

No substantive amendment or modification of the Companion Agreement shall be made without the written consent of the Parties.

No substantive amendment or modification to the Upper Basin and Lower Basin DCPs shall be made without prior consultation among the Parties. If a Party requests consultation for amendments or modifications pursuant to this Paragraph, the Parties shall consult in good faith to assess and consider suggested amendments or modifications.

Notwithstanding the above provisions, no amendments or modifications to this Companion Agreement or the Upper Basin and Lower Basin DCPs shall be made without a subsequent act of Congress if such amendments or modifications would conflict with existing law including, but not limited to, the Colorado River Compact, the Boulder Canyon Project Act, the Upper Colorado River Basin Compact, the 1944 Water Treaty, the Consolidated Decree of the Supreme Court in *Arizona v. California*, the Colorado River Storage Project Act or the Colorado River Basin Project Act.

J. Reservation of Rights

Notwithstanding the terms of this Companion Agreement, including the Upper Basin and Lower Basin DCPs, in the event that for any reason the Parties cannot reach consensus on any matter after the processes set forth in this Companion Agreement have been satisfied, the Parties reserve, and shall not be deemed to have waived, any and all rights, including any claims or defenses, they may have as of the date hereof or as may accrue after the term hereof, under any existing federal or state law or administrative rule, regulation or guideline, including without limitation the Colorado River Compact, the Boulder Canyon Project Act, the Upper Colorado River Basin Compact, the 1944 Water Treaty, the Consolidated Decree of the Supreme Court in *Arizona v. California*, the Colorado River Storage Project Act, the Colorado River Basin Project Act and any other applicable provision of federal law, rule, regulation, or guideline.

Nothing in this Companion Agreement, including the Upper Basin and Lower Basin DCPs, or any related or enabling legislation referenced in Paragraph C of this Companion Agreement shall be utilized against any other Party in any administrative, judicial or other proceeding, except for the sole purpose of enforcing the terms of this Companion Agreement, including the Upper Basin and Lower Basin DCPs. Notwithstanding anything in this Companion Agreement to the contrary, the terms of this Paragraph shall survive the termination or expiration of this Companion Agreement.

K. No Precedent/Reaffirmation of Existing Law

Except as provided in Section II of the Demand Management Storage Agreement, the Parties represent and agree, that nothing in this Companion Agreement, including the Upper Basin and Lower Basin DCPs, or any related or enabling legislation referenced in Paragraph C of this Companion Agreement, shall be interpreted or construed as establishing a precedent for employing the operational tools contemplated by the Upper Basin or Lower Basin DCPs and any related federal legislative approval beyond the terms of the Upper Basin and Lower Basin DCPs. The Parties hereby affirm the entitlement and right of each State under such existing law to use and develop the water of the Colorado River System. Notwithstanding anything in this Companion Agreement to the contrary, this Paragraph shall survive the termination or expiration of this Companion Agreement.

L. Scope

The Parties represent and agree that actions to be employed under the Upper Basin DCP are limited to Colorado River operations above Lee Ferry, and actions to be employed under the Lower Basin DCP are limited to Colorado River operations below Lee Ferry.

M. Term

Unless earlier termination is agreed to, in writing, by all Parties, this Companion Agreement shall be effective from the Effective Date through the Interim Period, unless otherwise specified in this Companion Agreement, including the Upper Basin and Lower Basin DCPs.

N. Representations and Warranties

Each Party warrants and represents to each of the other Parties, as a material inducement to enter into this Companion Agreement, the following:

1. The Party has all legal power and authority to enter into this Companion Agreement and to perform its obligations hereunder on the terms set forth in this Companion Agreement, and the execution and delivery hereof by each Party and the performance by each Party of its obligations hereunder shall not violate or constitute an event of default under the terms or provisions of any agreement, document, or instrument to which each of the Parties is a Party or by which each Party is bound.
2. The individual executing this Companion Agreement on behalf of the Party has the full power and authority to bind the Party he or she represents to the terms of this Companion Agreement.

3. This Companion Agreement constitutes a valid and binding agreement of each Party, enforceable against each Party in accordance with its terms.

O. No Third-Party Beneficiaries

This Companion Agreement and any agreements made or actions taken pursuant hereto are made solely for the benefit of the Parties. No Party to this Companion Agreement intends for this Companion Agreement to confer any benefit upon any person or entity not a signatory upon a theory of third-party beneficiary or otherwise.

P. The Parties are hereby notified of A.R.S. section 38-511.

Q. Governing Law

This Companion Agreement shall be interpreted, governed by, and construed under applicable Federal law.

R. Actual Operating Experience

Adoption of this Companion Agreement does not preclude exploration of additional approaches for operational flexibility in light of actual operating experience.

S. Uncontrollable Forces

No Party shall be considered to be in default in the performance of any of its obligations under this Companion Agreement when a failure of performance shall be due to any cause beyond the control of the Party affected, including but not limited to, facilities failure, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight such Party could not have reasonably expected to avoid. A Party rendered unable to fulfill any of its obligations under this Companion Agreement by reason of an Uncontrollable Force shall give prompt written notice of such Uncontrollable Force to the other Parties and shall exercise due diligence to remove such inability with all reasonable dispatch.

T. Successors and Assigns

The provisions of this Companion Agreement shall apply to and bind the successors and assigns of the Parties, but no assignment or transfer of this Companion Agreement or any right or interest herein shall be valid until consented to in writing by all Parties, which consent shall not

be unreasonably withheld.

U. Participation of Identified California Parties

If any Party from California identified herein fails to execute this Companion Agreement, such failure to execute shall not preclude this Companion Agreement from entering into full force and effect on the express condition that the remaining California Parties shall have agreed to implement all terms and conditions of this Companion Agreement by execution of this Companion Agreement.

V. Drafting Considerations

Each Party and its counsel have participated fully in the drafting, review, and revision of this Companion Agreement, each of whom is sophisticated in the matters to which this Companion Agreement pertains, and no one Party shall be considered to have drafted this Companion Agreement.

W. Notices

All notices and requests required or allowed under the terms of this Companion Agreement shall be in writing and shall be sent via electronic mail and mailed first class postage paid to the following entities at the following addresses:

[INSERT CONTACT INFORMATION]

A Party may change its contact information by giving the other Parties notice of the change in writing.

X. Joint Defense Against Third-Party Claims

The Parties have certain common, closely parallel, or identical interests in supporting, preserving, and defending this Companion Agreement. The nature of this interest and the relationship among the Parties present common legal and factual issues and a mutuality of interests. Because of these common interests, the Parties will mutually benefit from an exchange of information relating to the support, preservation, and defense of this Companion Agreement, as well as from the coordinated investigation and preparation for discussion of such interests. In furtherance thereof, in the event of any challenge by a third party to this Companion Agreement, the Parties will proceed with reasonable diligence and use best efforts to support and defend the Companion Agreement in any lawsuit or administrative proceeding

challenging the legality, validity or enforceability of any term of this Companion Agreement, and will, to the extent appropriate, enter into joint defense or common interest agreements. Each Party will bear its own costs of participating in the defense of this Companion Agreement under this Paragraph.

Y. Counterparts

This Companion Agreement may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute only one Companion Agreement.

Z. Additional Parties

The non-Federal Parties to this Companion Agreement may agree in writing to permit Contractors that were not Parties as of the Effective Date to be added as Parties. The non-Federal Parties agree that any additional Party to the LB DCP Agreement shall also become a Party to this Companion Agreement. Any additional Party shall be bound to implement all relevant terms and conditions of this Companion Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Companion Agreement on the day and year written above.

[INSERT SIGNATURE PAGES FOR EACH PARTY]

Attachment B to the Agreement Concerning Colorado River Drought Contingency Management and Operations ("Companion Agreement")

LOWER BASIN DROUGHT CONTINGENCY PLAN AGREEMENT

This LOWER BASIN DROUGHT CONTINGENCY PLAN AGREEMENT ("LB DCP Agreement") is made and entered into this _____ day of _____, 2019, by and among the United States of America ("United States"), represented by the Secretary of the Interior ("Secretary") and acting through the officer executing this LB DCP Agreement, the State of Arizona acting through the Director of the Arizona Department of Water Resources, The Metropolitan Water District of Southern California ("Metropolitan"), the Coachella Valley Water District, the Palo Verde Irrigation District, the City of Needles, the Colorado River Commission of Nevada ("CRCN"), and the Southern Nevada Water Authority ("SNWA"), each of which is at times referred to individually as "Party" or collectively as "Parties", pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), designated the Reclamation Act, and acts amendatory thereof or supplementary thereto; the Act of January 12, 1927 (44 Stat. 957, 43 U.S.C §397a); the Act of December 21, 1928 (45 Stat.1057), designated the Boulder Canyon Project Act; and the Act of September 30, 1968 (82 Stat. 885), designated the Colorado River Basin Project Act, all of which acts are part of the body of law commonly known and referred to as Federal Reclamation law.

RECITALS

A. WHEREAS, as a result of actual operating experience subsequent to the adoption of the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead ("2007 Interim Guidelines"), as well as emerging scientific information regarding the increasing variability and anticipated decline in Colorado River flow volumes, the Parties recognize and acknowledge that entities that rely on the Colorado River as a water source face increased individual and collective risk of temporary or prolonged interruptions in water supplies, with associated adverse impacts on the society, environment and economy of the southwestern United States.

B. WHEREAS, the Parties recognize that for decades dating back to 1970, reliance on pragmatic and cooperative Colorado River operational strategies has proven more durable, adaptable, and effective than approaches that would rely exclusively on a determination of precise legal rights and obligations. This approach has also served to avoid destabilizing inter- or multi-state litigation, thereby preserving operational flexibility to respond to changing conditions and societal concerns.

C. WHEREAS, the Parties recognize the need to develop and test, on an interim basis,

additional operational tools through December 31, 2025 (through preparation of the 2026 Annual Operating Plan for Colorado River reservoirs developed by the Secretary to implement the Criteria for Coordinated Long-Range Operation of Colorado River Reservoirs Pursuant to the Colorado River Basin Project Act of September 30, 1968), to address and reduce the likelihood of the continued decline of the elevation of Lake Mead.

D. WHEREAS, the Parties, in consultation with the States of Colorado, New Mexico, Utah, and Wyoming, and stakeholders throughout the Colorado River Basin, have developed the Lower Basin Drought Contingency Operations ("LBOPs") attached hereto as Exhibit "1" and incorporated herein by this reference, which, among other things, provides for the storage of water in Lake Mead under varying conditions, and incentivizes the creation and storage in Lake Mead of Intentionally Created Surplus ("ICS") under the 2007 Interim Guidelines.

E. AND WHEREAS, for their individual and mutual benefit, the Parties make the commitments set forth herein recognizing the individual and collective harm that could occur from prolonged interruptions in Lower Basin water supplies from the Colorado River.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Terms defined in the LBOPs or 2007 Interim Guidelines have the same meaning when used in this LB DCP Agreement.
2. **Term.** This LB DCP Agreement shall commence on the date first set forth above and terminate on the later of (i) December 31, 2026; or (ii) the date on which all ICS Accounts and DCP ICS Accounts are reduced to zero (in either case, the "Term").
3. **Agreements of the Secretary.** Subject to applicable law, including the availability of appropriations:
 - a. ***Implementation of LBOPs.*** Beginning on the Effective Date of the LBOPs, the Secretary shall perform those Secretarial actions required in the attached LBOPs.
 - b. ***Development of Colorado River System Water.*** The Secretary will take affirmative actions to implement Lower Basin programs designed to create or conserve 100,000 acre-feet per annum or more of Colorado River System water to contribute to conservation of water supplies in Lake Mead and other Colorado River reservoirs in the Lower Basin. Prior to implementing affirmative actions pursuant to this Section, the Secretary will meet and confer with the other Parties. The other Parties hereto shall not request delivery of, and the Secretary shall not deliver to any Party or Contractor, the volumes of Colorado River System water conserved through programs implemented by the Secretary under this Section. For informational purposes, there are a number of

Lower Basin system efficiency activities/projects that the Secretary may undertake in fulfillment of this commitment.

c. ***Additional Appropriations.*** The Secretary will explore mechanisms to arrange for additional appropriations or other funding mechanisms to assist the Parties in taking additional Lower Basin drought response actions in a manner consistent with the goals of this LB DCP Agreement.

4. **Agreements of the Parties.**

a. ***Intra-State DCP Agreements.*** Prior to or concurrent with the execution of this LB DCP Agreement, the Parties shall enter into and implement Intra-State DCP Agreements as necessary to carry out the obligations of the non-Federal Parties in the LBOps and enable the Secretary to perform the Secretarial actions required in the LBOps.

b. ***ICS.*** The United States and the non-Federal Parties agree that no Party or Contractor may claim as surplus under Article II.B of the Consolidated Decree any DCP ICS created under the LBOps. Notwithstanding any contrary provisions in existing Lower Basin ICS agreements dated December 13, 2007; November 20, 2012; and September 21, 2017, ICS shall be available according to the terms and conditions of the LBOps.

c. ***Implementation of LBOps.*** Beginning on the Effective Date of the LBOps, the non-Federal Parties shall perform those actions necessary to fulfill the requirements of the LBOps, including, without limitation, the obligation to make DCP Contributions as and when required.

d. ***Future ICS Exhibits.*** Each of the parties to the 2007 Lower Basin Intentionally Created Surplus Agreement ("ICS Agreement") that are a Party to this LB DCP Agreement agree to consider and approve or reject any newly proposed or amended exhibit to the ICS Agreement within 120 days of the proposal. If a party rejects the exhibit, that party shall provide a meaningful explanation of the basis for its rejection.

e. ***Sharing Agreement.*** Concurrently with the execution of this LB DCP Agreement, certain Parties are executing the DCP Contributions and ICS Accumulation Limits Sharing Agreement, which provides:

1. Pursuant to Section IV.C of the LBOps, SNWA and CRCN shall make up to 50,000 acre-feet of ICS accumulation space available for use by Contractors in Arizona under the conditions described therein; and
2. Pursuant to Section IV.C of the LBOps, Metropolitan shall make up to 50,000 acre-feet of ICS accumulation space available for use by Contractors in Arizona under the conditions described therein.

5. **Additional Provisions.**

a. ***No Waiver.*** The failure of any Party to enforce a provision of this LB DCP Agreement shall not be deemed to constitute a waiver of that provision.

b. ***No Precedent.*** This LB DCP Agreement does not establish or act as

precedent for any future agreement or undertaking.

c. **Reservation of Rights.** Except as expressly provided herein or in the LBOps, nothing in this LB DCP Agreement or the LBOps shall be deemed to diminish or waive the rights of any Party under Federal Reclamation Law, the Law of the River (as defined in the Agreement Concerning Colorado River Drought Contingency Management and Operations ("Companion Agreement")), or under any other state, federal, or local law.

d. **Actual Operating Experience.** Adoption of the additional provisions related to ICS in the LBOps does not preclude exploration of additional provisions for operational flexibility during the Interim Period in light of actual operating experience.

e. **Uncontrollable Forces.** No Party shall be considered to be in default in the performance of any of its obligations under this LB DCP Agreement when a failure of performance shall be due to any cause beyond the control of the Party affected, including but not limited to, facilities failure, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority which by exercise of due diligence and foresight such Party could not have reasonably expected to avoid. A Party rendered unable to fulfill any of its obligations under this LB DCP Agreement by reason of an Uncontrollable Force shall give prompt written notice of such act to the other Parties and shall exercise due diligence to remove such inability with all reasonable dispatch.

f. **Representations and Warranties.** Each Party warrants and represents to each of the other Parties, as a material inducement to enter into this LB DCP Agreement and not as a mere recital, the following:

1. The Party has all legal power and authority to enter into this LB DCP Agreement and to perform its obligations hereunder on the terms set forth in this LB DCP Agreement, and the execution and delivery hereof by each Party and the performance by each Party of its obligations hereunder shall not violate or constitute an event of default under the terms or provisions of any agreement, document, or instrument to which each of the Parties is a Party or by which each Party is bound.
2. The individual executing this LB DCP Agreement on behalf of the Party has the full power and authority to bind the Party he or she represents to the terms of this LB DCP Agreement.
3. This LB DCP Agreement constitutes a valid and binding agreement of each Party, enforceable against each Party in accordance with its terms.
4. The Party is authorized by, and has undertaken all prerequisite actions required by, applicable Federal and State laws and regulations to perform the obligations and exercise the rights contemplated herein.

g. **Governing Law.** This LB DCP Agreement shall be interpreted, governed by, and construed under applicable Federal law. To the extent permissible under the Federal Rules of Civil Procedure and other applicable Federal authority, venue for adjudication of any disputes under this LB DCP Agreement shall be in an appropriate Federal court.

h. **Successors and Assigns.** The provisions of this LB DCP Agreement shall apply to and bind the successors and assigns of the Parties, but no assignment or transfer of this LB DCP Agreement or any right or interest herein shall be valid until consented to in writing by all Parties, which consent shall not be unreasonably withheld.

i. **Amendments and Modifications.** This LB DCP Agreement may be amended or modified, but only by the written agreement of the Parties after consultation as set forth in Paragraph I of the Companion Agreement.

j. **Participation of Identified California Parties.** If any Party from California identified herein fails to execute this LB DCP Agreement, such failure to execute shall not preclude this LB DCP Agreement from entering into full force and effect on the express condition that the remaining California Parties shall have agreed to implement all terms and conditions of this LB DCP Agreement by execution of this LB DCP Agreement.

k. **Drafting Considerations.** Each Party and its counsel have participated fully in the drafting, review, and revision of this LB DCP Agreement, each of whom is sophisticated in the matters to which this LB DCP Agreement pertains, and no one Party shall be considered to have drafted this LB DCP Agreement.

l. **Notices.** All notices and requests required or allowed under the terms of this LB DCP Agreement shall be in writing and shall be sent via electronic mail and mailed first class postage paid to the following entities at the following addresses:

[INSERT CONTACT INFORMATION]

A Party may change its contact information by giving the other Parties notice of the change in writing.

m. **Third-Party Beneficiaries; Consultation.** The Central Arizona Water Conservation District ("CAWCD") shall be a third-party beneficiary for the purposes described in this Section 5.l. This LB DCP Agreement and any agreements made or actions taken pursuant hereto are made solely for the benefit of the Parties and for CAWCD. No Party to this LB DCP Agreement intends for this LB DCP Agreement to confer any benefit upon any person or entity other than the Parties and CAWCD upon a theory of third-party beneficiary or otherwise. The purposes for which CAWCD is a third party beneficiary are Sections 4.c, 5.m, and 5.n of this LB DCP Agreement. In addition, the Parties agree that CAWCD shall be invited to fully participate in any consultation conducted pursuant to Sections 5.i and 5.m of this LB DCP Agreement, and Sections III.D and V.B of the LBOps.

n. **Resolution of Claims or Controversies.** The Parties recognize that judicial or administrative proceedings are not preferred alternatives to the resolution of claims or controversies concerning the Law of the River. In furtherance of this LB DCP Agreement, the Parties desire to avoid judicial or administrative proceedings, and agree to pursue a consultative approach to the resolution of any claim or controversy. If any Party becomes concerned that there may be a claim or controversy under this LB DCP Agreement or, specific to the Secretary, Section 601 of the Colorado River Basin Project Act of 1968 (43 U.S.C. § 1551), and all applicable rules and regulations promulgated thereunder, such Party shall notify all other Parties in writing, and the non-Federal Parties shall in good faith meet to resolve such claim or controversy by mutual agreement prior to initiating any judicial or administrative proceeding. No non-Federal Party shall initiate any judicial or administrative proceeding arising out of this LB DCP Agreement against any other Party, and no claim hereunder shall be ripe, until such consultation has been completed. Notwithstanding any other provision of this LB DCP Agreement, this Section 5.m shall survive for a period of five (5) years following the expiration of this LB DCP Agreement.

o. **Joint Defense Against Third-Party Claims.** The Parties have certain common, closely parallel, or identical interests in supporting, preserving, and defending the LBOps and this LB DCP Agreement. The nature of this interest and the relationship among the Parties present common legal and factual issues and a mutuality of interests. Because of these common interests, the Parties will mutually benefit from an exchange of information relating to the support, preservation, and defense of the LBOps and this LB DCP Agreement, as well as from the coordinated investigation and preparation for discussion of such interests. In furtherance thereof, in the event of any challenge by a third party to the LBOps or this LB DCP Agreement, the Parties will proceed with reasonable diligence and use best efforts to support and defend the LBOps and this LB DCP Agreement in any lawsuit or administrative proceeding challenging the legality, validity or enforceability of any term of the LBOps or this LB DCP Agreement, and will, to the extent appropriate, enter into joint defense or common interest agreements. Each Party will bear its own costs of participating in the defense of the LBOps and this LB DCP Agreement under this Section 5.n.

p. **Counterparts.** This LB DCP Agreement may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute only one LB DCP Agreement.

q. The Parties are hereby notified of A.R.S. section 38-511.

r. **Additional Parties.** The non-Federal Parties to this LB DCP Agreement may agree in writing to permit Contractors that were not Parties as of the Effective Date to be

added as Parties. Any additional Party shall be bound to implement all relevant terms and conditions of this LB DCP Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this LB DCP Agreement on the day and year written above.

[INSERT SIGNATURE PAGES FOR EACH PARTY]

Exhibit 1 to the Lower Basin Drought Contingency Plan Agreement

LOWER BASIN DROUGHT CONTINGENCY OPERATIONS

I. Relationship to 2007 Interim Guidelines and Implementing Agreements

These Lower Basin Drought Contingency Operations (LBOs) shall, in addition to the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead (2007 Interim Guidelines) and the Implementing Agreements accompanying the 2007 Interim Guidelines, govern the operation of Lake Mead for the various periods set forth herein and as otherwise set forth in the 2007 Interim Guidelines. Terms defined in Section XI.F of the 2007 Interim Guidelines shall have the same meaning when used in these LBOs. In the event of any inconsistency between the provisions of the 2007 Interim Guidelines and Implementing Agreements on the one hand, and these LBOs on the other, the provisions of these LBOs shall control; provided, however, that nothing herein shall be construed to impact the implementation of coordinated operations of Lakes Powell and Mead during the Interim Period as set forth in Section XI.G.6 of the 2007 Interim Guidelines. California Contractors that are Parties to the Lower Basin Drought Contingency Plan Agreement (LB DCP Agreement) shall be subject to provisions of these LBOs. California Contractors that are not Parties to the LB DCP Agreement shall not be subject to the provisions of these LBOs but shall instead remain subject to all of the applicable terms and conditions of the 2007 Interim Guidelines.

II. Definitions

“Binational ICS” shall mean Binational Intentionally Created Surplus as that term is used in the Interim Operating Agreements for Minutes 319 and 323 to the 1944 Mexican Water Treaty.

“Creation of Non-ICS Water” under these LBOs occurs when, and to the extent, the amount of Colorado River water available for use by a State in a given Year under Article II.B of the Consolidated Decree (after adjustments for reductions, Developed Shortage Supply creation or delivery, and ICS creation or delivery under the 2007 Interim Guidelines), exceeds the amount of Colorado River mainstream water consumptively used by that State in such Year. Such water shall not be DCP ICS.

“DCP Contributions” shall mean those contributions benefiting Lake Mead through any of the following:

- Conversion of existing Extraordinary Conservation ICS to DCP ICS
- Conversion of Extraordinary Conservation, System Efficiency, or Binational ICS created after the effective date of these LBOs to DCP ICS

- Simultaneous creation and conversion of Extraordinary Conservation, System Efficiency, or Binational ICS to DCP ICS
- Creation of Non-ICS Water

"DCP ICS" shall mean Intentionally Created Surplus converted from Extraordinary Conservation ICS, System Efficiency ICS, or Binational ICS as set forth in these LBOps. Reductions in Colorado River water available to a State pursuant to Section XI.G.2.D of the 2007 Interim Guidelines shall not constitute DCP ICS.

"DCP ICS Account" shall mean records established by the Secretary regarding DCP ICS.

"Effective Date" means the date first set forth in the Lower Basin Drought Contingency Agreement.

"Intra-State DCP Agreements" means agreements among, as appropriate, the United States, a Lower Division State, Contractors, Tribes and local government entities within such state setting forth the relative rights and obligations among Contractors within the state regarding DCP Contributions.

III. Operational Provisions

A. Reservoir Elevation Projections

In making projections of Lake Mead water surface elevations as required throughout these LBOps, the Secretary shall use the Bureau of Reclamation's August 24-Month Study for the most probable inflows unless expressly provided otherwise herein.

B. DCP Contributions

In addition to any reductions provided in Section XI.G.2.D. of the 2007 Interim Guidelines, from the Effective Date of these LBOps through December 31, 2025 (through preparation of the 2026 AOP), and consistent with applicable Intra-State DCP Agreements, the States of Arizona, California, and Nevada, shall make DCP Contributions as follows:

1. *Arizona*

- a. Lake Mead January 1 elevation projected to be above 1,045 feet and at or below 1,090 feet

In Years when Lake Mead elevation is projected to be above 1,045 feet and at or below 1,090 feet on January 1, the State of Arizona shall make annual DCP Contributions in the total amount of 192,000 acre-feet.

- b. Lake Mead January 1 elevation projected to be at or below 1,045 feet

In Years when Lake Mead elevation is projected to be at or below 1,045 feet on January 1, the State of Arizona shall make annual DCP Contributions in the total amount of 240,000 acre-feet.

2. Nevada

- a. Lake Mead January 1 elevation projected to be above 1,045 feet and at or below 1,090 feet

In Years when Lake Mead elevation is projected to be above 1,045 feet and at or below 1,090 feet on January 1, the State of Nevada shall make annual DCP Contributions in the total amount of 8,000 acre-feet.

- b. Lake Mead January 1 elevation projected to be at or below 1,045 feet

In Years when Lake Mead elevation is projected to be at or below 1,045 feet on January 1, the State of Nevada shall make annual DCP Contributions in the total amount of 10,000 acre-feet.

3. California

- a. Lake Mead January 1 elevation projected to be above 1,040 feet and at or below 1,045 feet

In Years when Lake Mead elevation is projected to be above 1,040 feet and at or below 1,045 feet on January 1, the State of California shall make annual DCP Contributions in the total amount of 200,000 acre-feet.

- b. Lake Mead January 1 elevation projected to be above 1,035 feet and at or below 1,040 feet

In Years when Lake Mead elevation is projected to be above 1,035 feet and at or below 1,040 feet on January 1, the State of California shall make annual DCP Contributions in the total amount of 250,000 acre-feet.

- c. Lake Mead January 1 elevation projected to be above 1,030 feet and at or below 1,035 feet

In Years when Lake Mead elevation is projected to be above 1,030 feet and at or below 1,035 feet on January 1, the State of California shall make annual DCP Contributions in the total amount of 300,000 acre-feet.

- d. Lake Mead January 1 elevation projected to be at or below 1,030 feet

In Years when Lake Mead elevation is projected to be at or below 1,030 feet on January 1, the State of California shall make annual DCP Contributions in the total amount of 350,000 acre-feet.

4. DCP Contributions for the benefit of another State

Contractors within one or more Lower Division States may make all or any portion of the DCP Contributions required of another Lower Division State under this Section III.B or DCP ICS repayment as required under Section III.F, provided:

- (i) agreement by the necessary Parties in each of the Lower Division States to any such contribution(s) is made in writing consistent with any applicable Intra-State DCP Agreements. Such agreement shall only be required of Parties to the LB DCP Agreement, non-Party consent is not required;
- (ii) drafts of such agreements are provided to the Secretary and the Upper Division States prior to any required board authorizations;
- (iii) DCP Contributions on behalf of another State through conversion of ICS to DCP ICS shall accrue to the DCP ICS Accounts of applicable Contractors in the contributing State and not the State on whose behalf the contribution is made; and
- (iv) notwithstanding the foregoing subsection (iii), the volume of any DCP ICS contributions made for the benefit of another State shall count against the storage limit set forth in Section IV.C below and the ICS delivery limit set forth in Section IV.D below of the State on whose behalf the contribution is made and not the contributing State.

C. Combined DCP Contributions and 2007 Interim Guidelines Shortages

For purposes of illustrating the combined DCP Contributions volumes set forth in these LBOps and the shortages required under Section XI.G.2.D of the 2007 Interim Guidelines, Table 1 combines the applicable volumes by elevation for each State.

Table 1 – DCP Contributions and 2007 Interim Guidelines Shortages by State

Projected January 1 Lake Mead Elevation (feet msl)	2007 Interim Guidelines Shortages		DCP Contributions			Combined Volumes (2007 Interim Guidelines Shortages & DCP Contributions)			
	Arizona	Nevada	Arizona	Nevada	California	Arizona	Nevada	California	Lower Division States Total
	(thousand acre-feet)								
At or below 1,090 and above 1,075	0	0	192	8	0	192	8	0	200
At or below 1,075 and at or above 1,050	320	13	192	8	0	512	21	0	533
Below 1,050 and above 1,045	400	17	192	8	0	592	25	0	617
At or below 1,045 and above 1,040	400	17	240	10	200	640	27	200	867
At or below 1,040 and above 1,035	400	17	240	10	250	640	27	250	917
At or below 1,035 and above 1,030	400	17	240	10	300	640	27	300	967
At or below 1,030 and at or above 1,025	400	17	240	10	350	640	27	350	1,017
Below 1,025	480	20	240	10	350	720	30	350	1,100

D. Water Deliveries/DCP Contributions

1. *Process regarding DCP Contributions*

In any year that DCP Contributions are required, the Secretary shall meet and confer at least once each quarter with any Contractor that is required to make DCP Contributions (consistent with applicable Intra-State DCP Agreements) for the purpose of ensuring that the best available information regarding DCP Contribution status and the source of the DCP Contribution is available to both the Secretary and the affected Contractor. The Secretary shall consult upon request with any other Contractor regarding the implementation of DCP Contributions.

2. *Delivery Schedule Adjustments*

The Secretary shall adjust as necessary any scheduled deliveries of Colorado River water in a manner that ensures each State's DCP Contributions are within 25,000 acre-feet of the amounts set forth in Section III.B by the end of the Year in which such DCP Contributions are required. Such adjustments shall be in accordance with any Intra-State DCP Agreements. Prior to making any delivery schedule adjustment pursuant to this section, the Secretary shall provide the affected Contractor the maximum practicable notice and an opportunity to meet and confer with the Secretary.

3. *DCP Contributions Not Surplus*

The Secretary shall not release pursuant to Article II.B of the Consolidated Decree any DCP Contribution during the Year of the DCP Contribution.

E. DCP Contributions Accounting Matters

1. *DCP Contributions*

On an annual basis, the Secretary shall document and publish in its Accounting Report pursuant to Article V of the Consolidated Decree, the amount of each of the DCP Contributions made pursuant to these LBOs.

2. *DCP ICS and System Benefit*

- a. In the annual Water Accounting Report the Secretary shall separately account for and verify the creation and delivery of DCP ICS in a manner consistent with Section XI.G.3.D of the 2007 Interim Guidelines.
- b. Any delivery of DCP ICS pursuant to Section III.F of these LBOs shall be limited to amounts documented and published by the Secretary pursuant to this Section III.E.2.
- c. Beginning in 2027, and each Year thereafter, the Secretary shall diminish each DCP ICS Account by three percent (3%) for the benefit of the Colorado River System.
- d. The provisions for DCP ICS accounting shall remain in effect through December 31, 2057, for any amounts remaining to be delivered on December 31, 2026.

3. *Conversion of Excess DCP ICS to ICS*

In the event Lake Mead's January 1 elevation in a given Year is higher than that

projected in the preceding August 24-Month Study, any DCP ICS creation that would not have occurred in such Year if the DCP Contribution had been determined based on Lake Mead's actual January 1 elevation rather than a projection will instead remain available as the type of ICS originally created to the extent such volumes are the result of conservation actions consistent with ICS Exhibits to the 2007 Lower Colorado River Basin Intentionally Created Surplus Agreement (2007 ICS Agreement).

4. *DCP Contribution Deficiency*

Notwithstanding Section III.D.2, above, in the event that any final Water Accounting Report indicates that a State's DCP Contribution in any prior Year is less than the exact amount required in Section III.B above, the State shall make DCP Contributions in the amount of the deficiency during the Year in which such final Water Accounting Report is published in addition to any DCP Contributions required by Section III.B for that Year.

5. *Cumulative DCP Contributions Accounting*

If at any time the cumulative volume of DCP Contributions is greater than or equal to 3.35 million acre-feet of contributions from Arizona, California and Nevada, the Secretary shall separately account for all such volumes in excess of 3.35 million acre-feet, and such volumes shall be available for delivery pursuant to Section III.F notwithstanding Section IV.C, below.

F. Delivery of DCP ICS

1. *Annual Limits*

Delivery of DCP ICS pursuant to this Section III.F shall be combined with and count toward the limitations on delivery of ICS set forth in Section XI.G.3.C.4 of the 2007 Interim Guidelines.

2. *Effective Period of Annual limits*

The annual limitations on delivery set forth in Section III.F.1 above shall remain in effect through December 31, 2057, for any amounts remaining to be recovered on December 31, 2026.

3. *Delivery of DCP ICS through December 31, 2026; repayment obligations*

a. Lake Mead January 1 elevation projected to be above 1,110 feet

In Years when Lake Mead's January 1 elevation is projected to be above 1,110 feet, the States of Arizona, California and Nevada shall be permitted to schedule delivery of DCP ICS without any repayment obligation.

- b. Lake Mead January 1 elevation projected to be above 1,025 feet and at or below 1,110 feet

In Years when Lake Mead's January 1 elevation is projected to be above 1,025 feet and at or below 1,110 feet, the States of Arizona, California and Nevada shall be permitted to have short-term access to existing DCP ICS (adjusted to reflect any borrowing or repayment pursuant to this Section) as reflected in the most recent final Water Accounting Report, with the obligation that such volumes be repaid by December 31 of the Year following delivery. If there are insufficient repayments, the Secretary shall make appropriate delivery schedule adjustments consistent with Section III.D.2 to ensure that DCP ICS delivered pursuant to this Section III.F.3.b is fully and timely repaid.

- c. Lake Mead January 1 elevation projected to be at or below 1,025 feet

In Years when Lake Mead's January 1 elevation is projected to be at or below 1,025 feet, delivery of DCP ICS shall not be permitted.

4. *Delivery of DCP ICS from January 1, 2027, through December 31, 2057; repayment obligations*

- a. Lake Mead January 1 elevation projected to be above 1,110 feet

In Years when Lake Mead's January 1 elevation is projected to be above 1,110 feet, the States of Arizona, California and Nevada shall be permitted to schedule delivery of DCP ICS without any repayment obligation.

- b. Lake Mead January 1 elevation projected to be above 1,075 feet and at or below 1,110 feet

In Years when Lake Mead's January 1 elevation is projected to be above 1,075 feet and at or below 1,110 feet, the States of Arizona, California and Nevada may schedule delivery of DCP ICS and shall, not later than the fourth Year following the Year in which the water was delivered, elect one of the following repayment options:

1. Repay such quantities before or during the fifth Year following the Year in which the water was delivered; or
2. Instruct the Secretary to reduce the DCP ICS Account from which the water was borrowed by an additional twenty percent (20%) of the amount borrowed before or during the fifth Year following the Year the water was delivered.

In the event there is insufficient DCP ICS repaid under option 1, or insufficient DCP ICS in the DCP ICS Account to make the adjustment contemplated in option 2, the Secretary shall make appropriate delivery schedule adjustments consistent with Section III.D.2 to ensure that DCP ICS delivered pursuant to this Section III.F.4.b is fully repaid by the end of the

fifth Year following the Year in which it was delivered.

- c. Lake Mead January 1 elevation projected to be above 1,025 feet and at or below 1,075 feet

In Years when Lake Mead's January 1 elevation is projected to be above 1,025 feet and at or below 1,075 feet, the States of Arizona, California and Nevada shall be permitted to have short-term access to existing DCP ICS (adjusted to reflect any borrowing or repayment pursuant to this Section) as reflected in the most recent final Water Accounting Report, with the obligation to repay any such quantities by December 31 of the Year following the Year in which the water was delivered. If there are insufficient repayments, the Secretary shall make appropriate delivery schedule adjustments consistent with Section III.D.2 to ensure that DCP ICS delivered pursuant to this Section III.F.4.c is fully and timely repaid.

- d. Lake Mead January 1 elevation projected to be at or below 1,025 feet

In Years when Lake Mead's January 1 elevation is projected to be at or below 1,025 feet, delivery of DCP ICS shall not be permitted.

5. *No System Assessment for DCP ICS Repayments*

There shall be no system assessment on the creation of any ICS for conversion to DCP ICS as repayment pursuant to Sections III.F.3.b, III.F.4.b, and III.F.4.c above.

IV. Incentives for Enhanced Creation of Intentionally Created Surplus Benefitting Lake Mead

A. Provisions Relating to System and Evaporation Assessments

1. *Total assessed losses – existing Extraordinary Conservation ICS*

The amount of Extraordinary Conservation ICS available as of the Effective Date in each ICS Account maintained by the Secretary is provided in the table attached hereto as Appendix "1" and incorporated herein by this reference. On the Effective Date, the Secretary shall assess additional losses as necessary such that the total assessed losses (including both system assessments and evaporation) for all ICS set forth in Appendix 1 is ten percent (10%). Through December 31, 2026, these volumes shall not be subject to any further assessments for system or evaporation losses.

2. *Total assessed losses – Extraordinary Conservation, Tributary, or Imported ICS created after the Effective Date*

There shall be a one-time deduction of ten percent (10%) of any Extraordinary Conservation, Tributary, or Imported ICS created after the Effective Date. Through December 31, 2026, these volumes shall not be subject to any further assessments for system or evaporation losses.

3. *Replenishment Incentive*

Notwithstanding Section IV.A.2 above, there shall be no assessment made upon the creation of Extraordinary Conservation ICS to the extent of the volume of Extraordinary Conservation ICS delivered to the same Contractor in the preceding Year.

4. *Total assessed losses – System Efficiency ICS*

System assessments and evaporation losses for System Efficiency projects created after the Effective Date, if any, will be determined on a case-by-case basis through exhibits to forbearance agreements.

B. Creation Limits Flexibility Consultation

If one but not all of the Lower Division States reaches its annual Extraordinary Conservation ICS creation limit as set forth in Section XI.G.3.B.4 of the 2007 Interim Guidelines, and if there remains a desire to create additional amounts of Extraordinary Conservation ICS, the Secretary, provided there is no objection by any Lower Division State not reaching its annual limit, may authorize additional Extraordinary Conservation ICS creation within the total annual limitation set forth in Section XI.G.3.B.4 of the 2007 Interim Guidelines (625,000 acre-feet).

C. Storage Limits Augmentation and Sharing

The maximum total amount of Extraordinary Conservation ICS, Binational ICS, and DCP ICS that may be accumulated in all ICS Accounts, at any time, is limited to the following:

1. 1.7 million acre-feet for California Contractors
2. 500 thousand acre-feet for Nevada Contractors
3. 500 thousand acre-feet for Arizona Contractors

Notwithstanding the foregoing, the appropriate Parties in Arizona, California, and Nevada may agree that one or more Lower Division State may make available ICS accumulation space within the limits set forth above to another Lower Division State for use by such state's Contractors; provided (i) such agreements are in writing; and (ii) drafts of such agreements are provided to the Secretary and the Upper Division States prior to any required board authorizations.

D. Delivery of ICS

In addition to any Developed Shortage Supply, Extraordinary Conservation ICS, Binational ICS, and System Efficiency ICS shall be available for delivery as follows:



City of Needles, California Request for Council Action

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

Meeting Date: May 14, 2019

Title: Revised Interconnect Agreement for Net Energy Metering (NEM)

Background: The BPU created a Net Metering Committee to review the NPUA's existing Interconnect Agreement.

After much research and discussion, the NPUA is limited based on laws of changes to the NEM agreement until 5% of peak demand is achieved. PUC section 2827 was development to incentivize customers to install solar rather than deter. The following is the current law guidelines;

- 1) All customers must be monetized every month at the current retail rate and generated on a bill for the customer.
- 2) At the end of a 12-month period, the customer can elect to 1) carry forward KWH that are in excess or 2) be compensated at the NPUA's wholesale rate.
- 3) All NEM customers must sign an acknowledgement annually to state that if they generate in excess they elect to carry forward KWH or be compensated at wholesale rate.
- 4) The PUC language strictly forbids customers to build more than their demand.

The Committee has a few legal pending questions regarding the regulation but have began drafting a revised NEM agreement and revised flyers for public education on solar install. In addition, the Committee has requested a solar consultant meeting to better understand how plans are designed.

The Board of Public Utilities approved the recommended action on May 7, 2019.

Fiscal Impact: To be determined

Recommended Action: *Move to* amend the existing Interconnect Agreement dated December 5, 2015 to include revised language in Section 2 in compliance with Public Utilities Corporation (PUC) section 2827; payment for net energy and adopt a Net Surplus Energy Compensation Rate of 0.0450 based on the October 2018 electric rates.

Submitted By: Net Metering Committee

City Management Review:

Rick

Date:

5/7/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

**PHOTOVOLTAIC INTERCONNECTION AGREEMENT
FOR
NET ENERGY METERING
FROM
RESIDENTIAL AND SMALL COMMERCIAL SOLAR ELECTRIC GENERATING
FACILITIES
OF 10 KILOWATTS OR LESS**

_____("Customer-Generator"), and
Needles Public Utility Authority ("NPUA") referred to collectively as "Parties" and
individually as "Party", agree
as follows:

1. SOLAR-ELECTRIC GENERATING FACILITY:

1.1 PVID Number: _____

1.2 PV Array Rating: _____kW.

1.3 Address: _____

1.4 Facility will be ready for operation on or about _____
(date)

1.5 Location of NPUA Substation and Circuit:

1.6 Operating Option

Customer-Generator has elected to operate its solar-electric generating facility in parallel with NPUA's facilities. The solar-electric generating facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements.

2. PAYMENT FOR NET ENERGY

2.1 For eligible residential and small commercial customer-generators, the net energy metering calculation shall be made by measuring the difference between the electricity supplied to by the eligible customer-generator and the electricity generated by the eligible customer-generator and fed back to the electric grid over a monthly and 12-month period. The following rule shall apply to the annualized net metering calculation:

2.2 Customer will be billed on a monthly basis, regardless of Customer's previous billing cycle. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to the Customer and the electricity generated by the Customer and fed back to the grid over a normal one-month billing period.

2.3 At the end of each one-month billing period following the date of first interconnection, ~~the~~ NPUA shall determine if Customer was a net consumer or a net producer of electricity during the one-month time period.

2.4 In the event the electricity supplied by NPUA during the one-month period exceeds the electricity generated and fed back to the grid by Customer during the same period, Customer is a net energy consumer. If Customer is a net energy consumer, ~~the~~ NPUA shall bill Customer for the net energy consumption during such billing period based on the Customer's Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement.

2.5 In the event the electricity supplied by NPUA ~~City~~ during the one-month period is less than the electricity generated and fed back to the grid by Customer during the same period, Customer is a net energy producer. If Customer is a net energy producer, any excess kilowatt-hours generated during the billing cycle shall be carried over to the following billing period on a monetary basis until the end of the 12-month period.

2.6 Any net monthly consumption of electricity shall be calculated according to the terms of the rate schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as ~~the~~ NPUA would charge for the baseline quantity of electricity during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as ~~the~~ NPUA would charge electricity over the baseline quantity during the billing period.

2.72 The eligible customer –generator account shall, at the end of the 12-month period following the date of final interconnection of the customer-generator's system with the NPUA distribution system, and at each anniversary month thereafter, be evaluated and reconciled for electricity used or generated during the period.

2.8 ~~The~~ NPUA shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("RECs"), and Customer's credits shall be reset to zero for the subsequent 12-month period. No payment will be made to Customer for the excess energy delivered to NPUA's grid, unless Customer elects a compensation option in Subsection 2.11.

2.93 NPUA will determine if the customer-generator was a net consumer or a net producer of electricity during that period.

2.10 Customer may be eligible for Net Surplus Energy Compensation. The Customer's Net Surplus Energy Compensation shall be calculated over a 12-month period. If Customer is eligible for Net Surplus Compensation, customer shall be compensated pursuant to the method selected by Customer in Subsection 2.11. Such Net Surplus Compensation Rate shall provide just and reasonable compensation for the value of the Net Surplus Energy, and shall be adopted by the Board of Public Utilities and the Needles Public Utility Authority. Such Net Surplus Compensation Rate shall be reviewed and subject to change on an annual basis.

2.11 At the end of the 12-month period, upon certification by the Customer that they have sole ownership of the environmental attributes and RECs associated with the energy generated from the Generating Facility in accordance with Subsection 2.12 Customer may receive Net Surplus Energy Compensation for Net Surplus Energy by affirmatively electing one of the following methods (Please initial just one): The Customer will be required to complete this form annually prior to the end of a 12-month period. If an annual form is not returned by the requested due date the response below will automatically be the default response.

(a). *Receive monetary compensation for Net Surplus Generation exported to NPUA City during the prior 12-month period at the Net Surplus Energy Compensation Rate*

(b). *Receive the Net Surplus Energy Compensation as a kilowatt-hour credit calculated using the Net Surplus Energy Compensation rate and applied against future billing periods.*

(Please initial) By making this election, I also agree that all environmental attributes and RECs associated with the kilowatt-hours generated shall be the property of NPUA City.

2.12 Customer hereby certifies that they have sole ownership of the environmental attributes and RECs associated with the energy generated from the Generating Facility. For Customers who elect to receive Net Surplus Energy Compensation based on a per kilowatt-hour rate in accordance with Subsection 2.11, the environmental attributes and RECs associated with the kilowatt-hours in which the Customer received Net Surplus Energy Compensation at the per kilowatt-hour rate shall be the property of the NPUA. Customer hereby transfers to the NPUA all rights, title, and interest Customer has to such environmental attributes and RECs. Customers who elect to receive Net Surplus Energy Compensation based on a per kilowatt-hour credit calculated using the net surplus energy compensation rate and applied in accordance with Subsection 2.11 may elect to transfer to City all rights, title, and interest Customer has to such environmental attributes and RECs.

~~2.4 At the end of each 12-month period, where the electricity supplied by the NPUA exceeds the electricity generated by the customer-generator during the same period, the customer-generator is a net electricity consumer and NPUA shall be owed compensation for the customer-generator's net kilowatt hour~~

~~consumption over that same period. The compensation owed for the customer-generator's electricity generated shall be calculated as follows:~~

~~The net balance of moneys owed to the NPUA shall be paid in accordance with the normal billing cycle. If the customer generator is a net producer over the normal billing cycle, any excess kilowatts hours during the billing cycle shall be carried over to the following billing period as kilowatt-hour credits according to the procedures set forth in this section, and appear as a credit on the customer-generator's account. **Note:** The credit shall be based on NPUA's avoided power purchase costs only and is set at the annual average non-firm energy price NPUA paid during the prior 12-month period. This credit may be utilized in the following billing cycle if the customer is a net consumer during that cycle. If the customer is a net generator at the end of each 12-month period, then Number 3 shall apply (see below).~~

~~2.5. At the end of each 12-month period, where the electricity generated by the customer generator during that 12-month period exceeds the electricity supplied during that same period, the customer generator is a net electricity producer and NPUA shall retain any excess kilowatt hours generated during the prior 12-month period. The customer-generator shall not be compensated by NPUA for the excess kilowatt-hours generated.~~

2.13 All net consumption over 12 months will be charged the Utility Users Tax, not to exceed the rate of two and a half percent (2.5%) as established by Ordinance No. 545-AC and the Mandated Conservation fee (adopted every October) as established by Resolution No. 7-24-07.

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 NPUA shall not be obligated to accept or pay for, and may require Customer-Generator to interrupt or reduce, deliveries of as-available energy:

(a) When necessary in order to construct, install, maintain, repair, replace, remove, Investigate, or inspect any of its equipment or any part of its system; or

(b) If NPUA determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

3.2 Whenever possible, NPUA shall give Customer-Generator reasonable notice of the possibility that interruption or reduction of deliveries may be required.

3.3 Notwithstanding any other provisions of this Agreement, if at any time NPUA determines that either:

- (a) the facility may endanger NPUA personnel, or
- (b) the continued operation of Customer-Generator's facility may endanger the integrity of NPUA's electric system, NPUA shall have the right to disconnect Customer-Generator's facility from NPUA's electric system. Customer-Generator's facility shall remain disconnected until such time as NPUA is satisfied that the conditions(s) referenced in (a) or (b) of this Section 3.3 have been corrected.

4. INTERCONNECTION

4.1 Customer-Generator shall deliver the as-available energy to NPUA at the utility's meter.

4.2 Customer-Generator shall pay for designing, installing, operating, and maintaining the solar-electric generating facility in accordance with all applicable laws and regulations and shall comply with NPUA's Appendix A, which is attached hereto.

4.3 Customer-Generator shall not commence parallel operation of the generator facility until written approval of the interconnection facilities has been given by NPUA. Such approval shall not be unreasonably withheld. NPUA shall have the right to have representatives present at the initial testing of Customer-Generator's protective apparatus.

5. METER REQUIREMENTS

5.1 NPUA City shall own, operate and maintain on Customer's premises a single meter capable of registering the flow of electricity in two directions ("Required Meter"). In addition, the meter shall be capable of recording time-of-use information for all customers. NPUA City may waive metering requirements of this Section; provided such waiver shall be applied in a non-discriminatory manner.

5.2 If the existing electrical meter of Customer is not capable of measuring the flow of electricity in two directions or supplying time-of-use information, Customer shall be responsible for all expenses involved in NPUA City's purchase and installation of a Required Meter. The NPUA may waive metering expenses of this Section; provided such a waiver shall be applied in a non-discriminatory manner.

6. OWNERSHIP OF ENVIRONMENTAL ATTRIBUTES

Customer shall assign the NPUA any and all environmental attributes, renewable energy credits ("RECs"), green tags, energy or carbon credits/allowances with respect to the PV solar systems, and agree that the NPUA shall have sole discretion and full benefits of any and all environmental attributes from distributed solar generation within NPUA City's service territory.

5. MAINTENANCE AND PERMITS

Customer-Generator shall obtain any governmental authorizations and permits required for the construction and operation of the solar-electric generating facility and interconnection facilities and shall maintain all facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, NPUA's Appendix A.

Customer-Generator shall reimburse NPUA for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's generating facility.

6. ACCESS TO PREMISES

NPUA may enter Customer-Generator's premises:

- (a) to inspect, at all reasonable hours, Customer-Generator's protective devices and read or test meter; and
- (b) to disconnect, without notice the interconnection facilities if, in NPUA's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or NPUA's facilities, or property of others from damage or interference caused by Customer-Generator's solar-electric facilities, or lack of properly operating protective devices.

7. INDEMNITY AND LIABILITY

7.1 Each party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorney's fees) for injury or death to persons including employees of either Party and damage to property including property of either Party arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of, or (b) the making of replacements, additions, betterments to, or reconstruction of, the indemnitor's facilities; provided, however, Customer-Generator's duty to indemnify NPUA hereunder shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from interruptions in electrical service to NPUA's customers other than Customer-Generator. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 Notwithstanding the indemnity of Section 7.1, and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its facilities resulting from electrical disturbances or faults.

7.3 The provisions of this Section 7 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with provisions of any valid insurance policy.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 If Customer-Generator fails to comply with the insurance provisions of this Agreement, if any, Customer-Generator shall, at its own cost, defend, hold harmless and indemnify NPUA, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorneys' fee and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of NPUA, to the extent that NPUA would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 7.5 is not intended to create any express or implied right in Customer-Generator to elect not to provide any such required insurance.

8. INSURANCE *(Optional)*

8.1 Customer-Generator shall maintain, during the term of this Agreement Comprehensive Personal Liability Insurance with a combined single limit of not less than one hundred thousand dollars (\$100,000) for each occurrence.

8.2 Such insurance required in Section 8.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to NPUA prior to cancellation, termination, alterations, or material change of such insurance.

8.3 NPUA shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.4 Customer-Generator shall furnish the required certificates and endorsements to NPUA prior to commencing operation.

8.5 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

NPUA - 817 Third Street
Needles, California 92363

9. GOVERNING LAW

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

10. AMENDMENT MODIFICATION OR WAIVER

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same.

No waiver by any Party of the breach of any term of covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or waiver of the breach of any other term or covenant unless such waiver is in writing.

11. APPENDIX

The Agreement includes the following appendix, which is attached and incorporated by reference:

Appendix A: NPUA's Photovoltaic Interconnection Standards for Residential Solar Electric Generating Facilities of 10 kW or Less

12. NOTICES

All written Notices shall be directed as follows:

NPUA- 817 Third Street
Needles, California 92363

CUSTOMER-GENERATOR:

Name
Address
City

Customer-Generator's notices to NPUA pursuant to this Section 12 shall reference the PVID Number set forth in Section 1.1

12.1 In the event of an emergency, Customer shall immediately notify the NPUA at its 24-hour emergencies number, 760-326-5700, of any emergency situation related to the Generating Facility.

13. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer-Generator and NPUA and shall remain in effect thereafter month-to-month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 12.

14. ASSIGNMENT PROHIBITED

Customer-Generator understands and agrees that this Agreement is personal to Customer and that Customer-Generator shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer-Generator to assign or transfer in any way all or any portion of this Agreement shall be void ab initio.

15. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

(CUSTOMER-GENERATOR)

NPUA

By: _____
Name:
Title:

By: _____
Name
Title:

Date: _____

Date: _____



City of Needles, California Request for Council Action

☒ CITY COUNCIL/NPUA ☐ Board of Public Utilities ☒ Regular ☐ Special
Meeting Date: May 14, 2019

Title: Electric FY19 Public Education/Outreach Program

Background: In 2016 the Board of Public Utilities authorized \$50,000 for the Utilities to split for public education and outreach programs. The City has partnered with Needles Unified School District (NUSD) to create a Solar Camp designed to educate students about solar power, math and engineering in a fun and interactive environment.

NUSD is proposing to utilities the funds available to offer a hand-on Solar Camp. Children ages (9-12) in grades 4 through 6th are going to selected to participate in a two week Solar Camp in June, 2019.

Each grade (4-6th) will be provided with a solar power project to complete. In addition, the Solar Camp students will be provided a field trip to the Desert Center Wind Farms/Solar Farm. The Desert Center Wind/Solar Farm is a 550 megawatt photovoltaic power station approximately six miles north of Desert Center, California. Also, students will get to visit one of the newly built substations.

Currently, NUSD does not offer a solar education program. The goals of the NUSD Solar Camp include:

- Generating enthusiasm for science and engineering at a crucial stage in the educational development of young people.
- Improving students' understanding of scientific concepts and renewable energy technologies; and
- Encouraging young people to consider technical careers at an early age.

Board of Public Utilities approved recommendation on May 7, 2019.

Fiscal Impact: Total anticipated expenses \$16,790 The budget for FY 2018-19 is \$16,667.00.

Recommended Action: Authorize staff to fund the 2019 NUSD Solar Camp not to exceed \$16,667.00

Submitted By: Rainie Torrance, Finance

City Management Review: Rick

Date: 5/8/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 11



Needles Unified School District

1900 Erin Drive
Needles, CA 92363
Phone: (760) 326-3891

Dr. Mary McNeil, Superintendent

April 30, 2019

Dear Rainie Torrance,

Please accept the attached proposal for the Needles Unified School District's 2019 Sustainable Energy Summer Camp at Vista Colorado Elementary School. This program would run for ten days beginning on June 3, 2019 and ending on June 14, 2019. The goal for this instructional period would be to provide students with examples of sustainable energy, including wind, solar, water as well as an understanding of the electrical systems within the City of Needles.

Thank you for your continuous support for the development of our youth. Any contribution would be greatly appreciated!

Regards,

Dr. Mary McNeil
Superintendent

SUSTAINABLE ENERGY SUMMER CAMP JUNE 3 - JUNE 14 TWO-WEEK UNIT: GRADES 4-6 (3 classes)	ITEM	COST/UNIT	TOTAL
CLASSROOM SOLAR PROJECT ITEMS GRADE 4-6 6 in 1 Science Educational Solar Energy Robot Kit	20	\$8.99	\$179.80
Legos Sustainable Turbine/Machines Kits	3	\$1,500	\$4,500
Salaries (3 Classes) 10 day program / 4.5 hours per day			
Teachers	3	\$2,020	\$6,060
Instructional Aides	3	\$1,200	\$3,600
Meals/Snacks	60	\$7.50	\$450
FIELD TRIP TO Windmill Farm (Palm Desert) Bus/Drivers	1	\$1,500	\$1,500
FIELD TRIP TO CITY ELECTRICAL YARD/City of Needles Bus x 3 Sub Driver Costs	1	\$550	\$500
		Total	\$16,790



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: May 14, 2019

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: APPROVE, the Warrants Register through May 14, 2019.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review:

Rick

Date:

5/8/19

Approved: ☐

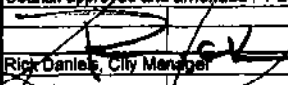
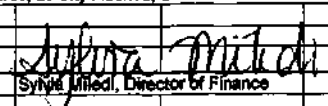
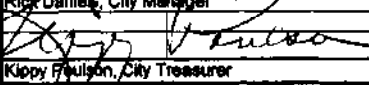
Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

12

CITY OF NEEDLES CITY COUNCIL					
WARRANT SUMMARY TOTALS FOR APRIL 26, 2019					
		DEPT. AMT.	FUND AMT.	YR. TO DATE 4/26/2019	18-19 BUDGET
FUND 101	GENERAL FUND	\$1,657.11			
101.1015.412	CITY ATTORNEY			\$57,330.03	\$85,000.00
101.1020.413	CITY MANAGER	\$137.28		\$100,359.57	\$156,991.00
101.1025.415	FINANCE DEPT.	\$297.22		\$181,936.26	\$287,766.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$23.18		\$52,769.90	\$87,388.00
101.1035.418	PLANNING /ZONING	\$72.30		\$44,835.10	\$95,227.00
101.1040.417	ENGINEERING	\$112.86		\$61,762.31	\$144,416.00
101.1060.410	COMMUNITY PROMOTIONS			\$3,760.75	\$21,350.00
101.1070.410	SENIOR CENTER			\$525,836.56	\$912,694.00
101.2010.421	SHERIFF			\$2,073,423.29	\$2,497,833.00
101.2016.422	FIRE				
101.2020.423	ANIMAL SHELTER/CONTROL	\$263.54		\$105,838.05	\$152,779.00
101.2025.424	BUILDING & SAFETY	\$352.17		\$139,466.67	\$256,684.00
101.2030.423	CODE ENFORCEMENT	\$522.63		\$2,446,177.47	\$3,169,635.00
101.3010.431	PUBLIC WORKS	\$194.43		\$277,550.01	\$499,394.00
101.4730.472	SANITATION	\$34.97		\$82,940.35	\$123,099.00
101.5770.452	AQUATICS	\$121.27		\$73,566.59	\$149,719.00
101.5772.452	PARKS	\$233.07		\$231,081.49	\$351,757.00
101.5774.452	RECREATION	\$939.55		\$493,960.66	\$744,664.00
GENERAL FUND	TOTAL ALL DEPARTMENTS		\$4,981.58	\$4,086,788.15	\$5,835,700.00
FUND 205	CDBG			\$20,863.32	\$121,692.00
FUND 206	CEMETERY		\$60.52	\$65,228.20	\$99,518.00
FUND 209	NARCOTICS FORFEITURE				\$9,777.00
FUND 210	SPECIAL GAS TAX			\$100,087.00	\$199,616.00
FUND 212	AIR QUALITY (MDAQD)			\$16,606.95	\$16,607.00
FUND 214	SANBAG NEW LOCAL MEAS I				\$1,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$85,047.24	\$240,000.00
FUND 233	JACK SMITH PK.MARINA		\$350.76	\$66,962.34	\$99,069.00
FUND 235	INTERSTATE COMM140 J ST.				
FUND 239	CA CONSERV RECYCLING GRANT			\$3,495.97	\$8,475.00
FUND 240	EL GARCES INTERMODAL				
FUND 243	ACTIVE TRANSPORT PROGRAM			\$419,357.00	\$421,225.00
FUND 270	REDEVELOPMENT AGENCY		\$161.94	\$269,168.28	\$309,015.00
FUND 470	RDA CAP PROJ.LOW & MOD.				\$5,000.00
FUND 501	NPUA			\$10,349,209.69	\$13,516,192.00
FUND 502	WATER DEPARTMENT		\$1,544.00	\$1,008,500.98	\$1,460,434.00
FUND 503	WASTEWATER DEPARTMENT		\$213.36	\$738,022.78	\$1,082,771.00
FUND 505	SANITATION			\$801,959.58	\$1,175,000.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$34.43	\$698,017.32	\$764,872.00
FUND 507	GOLF FUND	\$1,151.02		\$382,545.57	\$528,855.00
FUND 507.5761.453	GOLF MAINTENANCE DEPARTMENT			\$408,366.31	\$528,855.00
FUND 507.5762.454	GOLF PRO SHOP DEPARTMENT			\$543,744.62	\$738,646.00
FUND 507	GOLF FUND TOTAL		\$1,151.02	\$305,849.06	\$737,580.00
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$444.26	\$172,842.91	\$321,662.00
FUND 509	MIS			\$50,577.10	\$132,312.00
FUND 510	ADMIN. FACILITY		\$2,118.70	\$103,984.67	\$158,718.00
FUND 511	FLEET MANAGEMENT		\$725.34	\$145,403.26	\$278,735.00
FUND 512	VEHICLE REPLACEMENT			\$233,909.05	\$406,477.00
FUND 520	SR DIAL A RIDE			\$46,741.44	\$211,332.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$21,326.17	\$32,383.00
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$391,080.43	\$538,043.00
FUND 580	ELECTRIC		\$2,053.52	\$4,619,115.89	\$5,829,753.00
FUND 581	NPUA CAPITAL ELECTRIC			\$133,360.00	\$69,304.00
FUND 582	NPUA CAPITAL WATER			\$24,197.46	\$150,064.00
FUND 583	NPUA CAPITAL WASTEWATER			-\$30,107.43	\$7,450.00
FUND 585	HOSPITAL				
FUND 650	IMPACT FEES NORTH NEEDLES			\$4,310.00	\$26,873.00
FUND 651	IMPACT FEES SOUTH AREAS			\$4,310.00	\$65,072.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 13,839.43	\$33,235,466.39	\$45,853,396.00
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 6, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City Council approved and amended FY 2018/2019 Budget.					
 Rick Daniels, City Manager		Date	 Sylvia Mitchell, Director of Finance		
 Kippy Paulson, City Treasurer		Date	5/8/19		

PREPARED 4/29/2019, 9:32:23

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 1
DISBURSEMENT PERIOD 10/2019

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/ TAKEN	RETAINAGE
7944	3709	00	CHAVEZ, ADRIAN	04/26/2019	50.00		.00
7945	3688	00	PONCE, ALBERT	04/26/2019	50.00		.00
7946	3399	00	COURT-ORDERED DEBT COLLECTIONS	04/26/2019	50.24		.00
7947	2235	00	CALLAWAY, DENNIS	04/26/2019	50.00		.00
7948	3634	00	EMPOWER	04/26/2019	299.59		.00
7949	322	00	FRANK VALENZUELA JR.	04/26/2019	50.00		.00
7950	1296	00	FRONTIER	04/26/2019	4,093.92		.00
7951	1305	00	GREAT WEST LIFE	04/26/2019	2,520.00		.00
7952	2879	00	JENNIFER VALENZUELA	04/26/2019	446.76		.00
7953	325	00	WILLIS, JIM	04/26/2019	50.00		.00
7954	2222	00	SCOTT, JUSTIN	04/26/2019	50.00		.00
7955	3703	00	MICHAEL POE-EVANS	04/26/2019	50.00		.00
7956	3706	00	MCGILLIVRAY, MIKE	04/26/2019	50.00		.00
7957	3458	00	MUTUAL OF OMAHA	04/26/2019	1,487.02		.00
7958	2813	00	NUEA	04/26/2019	200.00		.00
7959	3767	00	MARTINEZ, PATRICK	04/26/2019	50.00		.00
7960	3248	00	PREFERRED BENEFIT INSURANCE ADMIN.	04/26/2019	2,732.00		.00
7961	1199	00	SHPEA TEAMSTERS LOCAL 1932	04/26/2019	643.27		.00
7962	2505	00	CAMPBELL, SHERYL	04/26/2019	33.00		.00
7963	3622	00	MILLER, TAYLOR	04/26/2019	50.00		.00
7964	2744	00	DELEON, THOMAS	04/26/2019	50.00		.00
7965	3695	00	VINCE GARZA	04/26/2019	50.00		.00
7966	1217	00	VISION SERVICE PLAN	04/26/2019	733.63		.00
NUMBER OF CHECKS				23	GRAND TOTAL	13,839.43	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7944	3709	ADRIAN CHAVEZ	007609		04/26/2019	101-2030-423.52-10	50.00	50.00
7945	3688	ALBERT PONCE	007618		04/26/2019	502-4710-471.52-10	50.00	50.00
7946	3399	COURT-ORDERED DEBT COLLEC	007704		04/26/2019	101-0000-209.01-00	50.24	50.24
7947	2235	DENNIS CALLAWAY	007610		04/26/2019	507-5761-453.52-10	50.00	50.00
7948	3634	EMPOWER	007624 007625 007626 007627		04/26/2019 04/26/2019 04/26/2019 04/26/2019	101-0000-209.01-00 101-0000-209.01-00 580-0000-209.01-00 580-0000-209.01-00	9.94 64.82 170.90 53.93 299.59	299.59
7949	322	FRANK VALENZUELA JR.	007621		04/26/2019	502-4710-471.52-10	50.00	50.00
7950	1296	FRONTIER	007561 007562 007563 007564 007565 007566 007567 007568 007569 007570 007571 007606 007607 007608		04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019	101-1025-415.52-10 101-2020-423.52-10 101-5770-452.52-10 233-5772-452.52-10 502-4710-471.52-10 507-5761-453.52-10 507-5762-454.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 580-4750-473.52-10 101-5774-452.52-10 510-4410-405.52-10 510-4410-405.52-10	68.50 187.81 121.27 189.73 431.53 79.47 212.18 227.74 226.85 601.62 345.20 339.53 993.55 68.94 4,093.92	4,093.92
7951	1305	GREAT WEST LIFE	007682 007683 007684 007685 007686 007687		04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019 04/26/2019	101-0000-209.03-01 502-0000-209.03-01 507-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01	1,135.00 25.00 140.00 100.00 500.00 620.00 2,520.00	2,520.00
7952	2879	JENNIFER VALENZUELA	007599		04/26/2019	101-5774-452.60-24	446.76	446.76
7953	325	JIM WILLIS	007620		04/26/2019	580-4750-473.52-10	50.00	50.00

PREPARED 04/29/2019, 9:42:45
PROGRAM: CM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2
ACCOUNTING PERIOD 2019/10
REPORT NUMBER 62

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7954	2222	JUSTIN SCOTT	007619		04/26/2019	580-4750-473.52-10	50.00	50.00
7955	3703	MICHAEL POE-EVANS	007623		04/26/2019	580-4750-473.52-10	50.00	50.00
7956	3706	MIKE MCGILLIVRAY	007616		04/26/2019	101-2025-424.52-10	50.00	50.00
7957	3458	MUTUAL OF OMAHA	007731		04/26/2019	101-1020-413.24-10	61.26	61.26
			007732		04/26/2019	101-1030-414.24-10	10.60	10.60
			007733		04/26/2019	101-1035-416.24-10	17.96	17.96
			007734		04/26/2019	101-1040-417.24-10	29.19	29.19
			007735		04/26/2019	101-2020-423.24-10	51.04	51.04
			007736		04/26/2019	101-2025-424.24-10	140.79	140.79
			007737		04/26/2019	101-2030-423.24-10	124.97	124.97
			007738		04/26/2019	101-3010-431.24-10	54.78	54.78
			007739		04/26/2019	101-4730-472.24-10	9.54	9.54
			007740		04/26/2019	101-5772-452.24-10	75.31	75.31
			007741		04/26/2019	101-5774-452.24-10	73.39	73.39
			007742		04/26/2019	206-5771-452.24-10	17.05	17.05
			007743		04/26/2019	270-4631-463.24-10	78.10	78.10
			007744		04/26/2019	502-4710-471.24-10	469.74	469.74
			007745		04/26/2019	503-4720-475.24-10	101.14	101.14
			007746		04/26/2019	506-4713-477.24-10	16.55	16.55
			007747		04/26/2019	507-5761-453.24-10	140.15	140.15
			007748		04/26/2019	507-5762-454.24-10	61.41	61.41
			007749		04/26/2019	508-4810-478.24-10	84.48	84.48
			007750		04/26/2019	511-3020-432.24-10	74.14	74.14
			007751		04/26/2019	580-4750-473.24-10	347.19	347.19
			007775		04/26/2019	233-5772-452.24-10	37.50	37.50
			007776		04/26/2019	101-1025-415.24-10	105.12	105.12
							1,487.02	1,487.02
7958	2813	MUEA	007705		04/26/2019	101-0000-209.03-01	140.00	140.00
			007706		04/26/2019	507-0000-209.03-01	20.00	20.00
			007707		04/26/2019	508-0000-209.03-01	20.00	20.00
			007708		04/26/2019	580-0000-209.03-01	20.00	20.00
							200.00	200.00
7959	3767	PATRICK MARTINEZ	007612		04/26/2019	101-2030-423.52-10	12.50	12.50
			007613		04/26/2019	101-2025-424.52-10	12.50	12.50
			007614		04/26/2019	101-1035-416.52-10	12.50	12.50
			007615		04/26/2019	101-1040-417.52-10	12.50	12.50
							50.00	50.00
7960	3248	PREFERRED BENEFIT INSURAN	007709		04/26/2019	101-1020-413.24-10	60.52	60.52
			007710		04/26/2019	101-1030-414.24-10	10.68	10.68
			007711		04/26/2019	101-1035-416.24-10	34.08	34.08
			007712		04/26/2019	101-1040-417.24-10	56.33	56.33

PREPARED 04/29/2019, 9:42:45
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 3
ACCOUNTING PERIOD 2019/10
REPORT NUMBER 62

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7960	3248	PREFERRED BENEFIT INSURAN	007713		04/26/2019	101-2020-423.24-10	33.80	
			007714		04/26/2019	101-2025-424.24-10	124.77	
			007715		04/26/2019	101-2030-423.24-10	283.28	
			007716		04/26/2019	101-3010-431.24-10	97.90	
			007717		04/26/2019	101-4730-472.24-10	21.18	
			007718		04/26/2019	101-5772-452.24-10	120.15	
			007719		04/26/2019	101-5774-452.24-10	42.70	
			007720		04/26/2019	206-5771-452.24-10	35.60	
			007721		04/26/2019	233-5772-452.24-10	89.00	
			007722		04/26/2019	270-4631-463.24-10	71.20	
			007723		04/26/2019	502-4710-471.24-10	281.00	
			007724		04/26/2019	503-4720-475.24-10	92.63	
			007725		04/26/2019	506-4713-477.24-10	13.52	
			007726		04/26/2019	507-5761-453.24-10	210.00	
			007727		04/26/2019	507-5762-454.24-10	89.00	
			007728		04/26/2019	508-4810-478.24-10	135.20	
			007729		04/26/2019	511-3020-432.24-10	89.00	
			007730		04/26/2019	580-4750-473.24-10	661.27	
			007774		04/26/2019	101-1025-415.24-10	79.19	
							2,732.00	2,732.00
7961	1199	SBPEA TEAMSTERS LOCAL 193	007688		04/26/2019	101-0000-209.03-01	240.11	
			007689		04/26/2019	233-0000-209.03-01	15.90	
			007690		04/26/2019	502-0000-209.03-01	83.08	
			007691		04/26/2019	507-0000-209.03-01	78.48	
			007692		04/26/2019	508-0000-209.03-01	57.02	
			007693		04/26/2019	511-0000-209.03-01	32.88	
			007694		04/26/2019	580-0000-209.03-01	135.80	
							643.27	643.27
7962	2505	SHERYL CAMPBELL	007676		04/26/2019	101-0000-209.03-01	17.00	
			007677		04/26/2019	502-0000-209.03-01	4.00	
			007678		04/26/2019	507-0000-209.03-01	2.00	
			007679		04/26/2019	508-0000-209.03-01	4.00	
			007680		04/26/2019	511-0000-209.03-01	1.00	
			007681		04/26/2019	580-0000-209.03-01	5.00	
							33.00	33.00
7963	3622	TAYLOR MILLER	007617		04/26/2019	502-4710-471.52-10	50.00	
							50.00	50.00
7964	2744	THOMAS DELEON	007611		04/26/2019	580-4750-473.52-10	50.00	
							50.00	50.00
7965	3695	VINCE GARZA	007622		04/26/2019	502-4710-471.52-10	50.00	
							50.00	50.00
7966	1217	VISION SERVICE PLAN	007752		04/26/2019	101-1020-413.24-10	15.50	
			007753		04/26/2019	101-1030-414.24-10	1.90	
			007754		04/26/2019	101-1035-416.24-10	7.76	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7966	1217	VISION SERVICE PLAN						
			007755		04/26/2019	101-1040-417.24-10	14.84	
			007756		04/26/2019	101-2020-423.24-10	10.89	
			007757		04/26/2019	101-2025-424.24-10	24.11	
			007758		04/26/2019	101-2030-423.24-10	51.88	
			007759		04/26/2019	101-3010-431.24-10	41.75	
			007760		04/26/2019	101-4730-472.24-10	4.25	
			007761		04/26/2019	101-5772-452.24-10	37.61	
			007762		04/26/2019	101-5774-452.24-10	37.17	
			007763		04/26/2019	206-5771-452.24-10	7.87	
			007764		04/26/2019	233-5772-452.24-10	18.63	
			007765		04/26/2019	270-4631-463.24-10	12.64	
			007766		04/26/2019	502-4710-471.24-10	49.65	
			007767		04/26/2019	503-4720-475.24-10	19.59	
			007768		04/26/2019	506-4713-477.24-10	4.36	
			007769		04/26/2019	507-5761-453.24-10	52.53	
			007770		04/26/2019	507-5762-454.24-10	15.80	
			007771		04/26/2019	508-4810-478.24-10	43.56	
			007772		04/26/2019	511-3020-432.24-10	28.32	
			007773		04/26/2019	580-4750-473.24-10	188.61	
			007777		04/26/2019	101-1025-415.24-10	10.89	
			007778		04/26/2019	101-1025-415.24-10	33.52	
							733.63	733.63

BANK/CHECK TOTAL 13,839.43
 ALL BANKS/CHECKS TOTAL 13,839.43

CITY OF NEEDLES CITY COUNCIL					
WARRANT SUMMARY TOTALS FOR MAY 14, 2019					
		DEPT. AMT.	FUND AMT.	YR. TO DATE 5/14/2019	18-19 BUDGET
FUND 101	GENERAL FUND	\$538.20			
101.1015.412	CITY ATTORNEY	\$5,925.34		\$57,330.03	\$85,000.00
101.1020.413	CITY MANAGER	\$335.00		\$100,359.57	\$156,891.00
101.1025.415	FINANCE DEPT.	\$8,576.58		\$181,936.28	\$297,769.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$263.64		\$52,769.90	\$67,388.00
101.1035.416	PLANNING/ZONING	\$353.94		\$44,835.10	\$95,227.00
101.1040.417	ENGINEERING	\$48.03		\$61,762.31	\$144,416.00
101.1060.410	COMMUNITY PROMOTIONS	\$2,180.08		\$3,760.75	\$21,350.00
101.1070.410	SENIOR CENTER	\$92.14		\$525,836.56	\$912,694.00
101.2010.421	SHERIFF	\$404,322.00		\$2,073,423.29	\$2,497,833.00
101.2015.422	FIRE				
101.2020.423	ANIMAL SHELTER/CONTROL	\$1,011.17		\$105,838.05	\$152,779.00
101.2025.424	BUILDING & SAFETY	\$587.48		\$139,466.67	\$258,684.00
101.2030.423	CODE ENFORCEMENT	\$5,136.62		\$2,446,177.47	\$3,169,635.00
101.3010.431	PUBLIC WORKS	\$8,584.69		\$277,550.01	\$499,394.00
101.4730.472	SANITATION	\$4,933.50		\$82,940.35	\$123,099.00
101.5770.452	AQUATICS	\$365.75		\$73,566.59	\$149,719.00
101.5772.452	PARKS	\$9,900.74		\$231,081.49	\$351,757.00
101.5774.452	RECREATION	\$501.48		\$493,960.66	\$744,664.00
GENERAL FUND	TOTAL ALL DEPARTMENTS		\$453,664.38	\$4,088,768.15	\$5,835,700.00
FUND 205	GOBG		\$ 65,682.10	\$20,863.32	\$121,692.00
FUND 206	CEMETERY		\$2,230.59	\$65,228.20	\$99,518.00
FUND 209	NARCOTICS FORFEITURE				\$9,777.00
FUND 210	SPECIAL GAS TAX			\$100,087.00	\$199,616.00
FUND 212	AIR QUALITY (MDAQD)			\$16,608.95	\$18,607.00
FUND 214	SANBAG NEW LOCAL MEAS I				\$1,000.00
FUND 225	COPS-AB 3228 SUPPLEMENTAL			\$85,047.24	\$240,000.00
FUND 233	JACK SMITH PK.MARINA		\$38.72	\$66,962.34	\$99,089.00
FUND 235	INTERSTATE COMM/140 J ST.				
FUND 239	CA.CONSERV RECYCLING GRANT		\$631.27	\$3,495.97	\$8,475.00
FUND 240	EL GARCES INTERMODAL				
FUND 243	ACTIVE TRANSPORT PROGRAM			\$419,357.00	\$421,225.00
FUND 270	REDEVELOPMENT AGENCY		\$877.50	\$269,168.28	\$309,015.00
FUND 470	RDA CAP PROJ.LOW & MOD.				\$5,000.00
FUND 501	NPUA		\$1,285.60	\$10,349,209.89	\$13,516,192.00
FUND 502	WATER DEPARTMENT		\$35,835.77	\$1,008,500.98	\$1,460,434.00
FUND 503	WASTEWATER DEPARTMENT		\$50,705.27	\$738,022.78	\$1,082,771.00
FUND 505	SANITATION		\$3,775.09	\$801,959.58	\$1,175,000.00
FUND 506	ALL AMERICAN CANAL PROJ		\$520.00	\$688,017.32	\$764,872.00
FUND 507	GOLF FUND			\$382,545.57	\$528,855.00
FUND 507.5781.453	GOLF MAINTENANCE DEPARTMENT	\$16,274.25		\$408,366.31	\$528,855.00
FUND 507.5782.454	GOLF PRO SHOP DEPARTMENT	\$3,221.43		\$543,744.62	\$736,646.00
FUND 507	GOLF FUND TOTAL		\$19,495.68	\$305,849.06	\$737,580.00
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$670.81	\$172,842.91	\$321,662.00
FUND 509	MIS		\$4,954.50	\$50,577.10	\$132,312.00
FUND 510	ADMIN. FACILITY		\$18,982.19	\$103,984.67	\$158,718.00
FUND 511	FLEET MANAGEMENT		\$5,512.97	\$145,403.28	\$278,735.00
FUND 512	VEHICLE REPLACEMENT			\$233,909.05	\$405,477.00
FUND 520	SR DIAL A RIDE		\$36.61	\$46,741.44	\$211,332.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$18.04	\$21,326.17	\$32,383.00
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$391,080.43	\$538,043.00
FUND 580	ELECTRIC		\$109,951.80	\$4,619,115.89	\$5,829,753.00
FUND 581	NPUA CAPITAL ELECTRIC			\$133,360.00	\$69,304.00
FUND 582	NPUA CAPITAL WATER			\$24,197.46	\$150,064.00
FUND 583	NPUA CAPITAL WASTEWATER		\$97.66	-\$30,107.43	\$7,450.00
FUND 585	HOSPITAL				
FUND 650	IMPACT FEES NORTH NEEDLES			\$4,310.00	\$26,873.00
FUND 651	IMPACT FEES SOUTH AREAS			\$4,310.00	\$65,072.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 794,966.55	\$33,235,466.39	\$45,653,396.00
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 Council approved and amended FY 2018/2019 Budget.					
Rick Daniels, City Manager		Date	Sylvia Miledi, Director of Finance		Date
Kippy Foulson, City Treasurer		Date			

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8018	199	00	NEEDLES GLASS & MIRROR CO.	05/14/2019	996.50	.00
8019	207	00	NEEDLES SENIOR CITIZENS	05/14/2019	109.29	.00
8020	218	00	NEWS WEST PUBLISHING CO.	05/14/2019	1,503.50	.00
8021	1786	00	NEPA	05/14/2019	VOID	.00
8022	1786	00	NEPA	05/14/2019	VOID	.00
8023	1786	00	NEPA	05/14/2019	43,364.03	.00
8024	3324	00	OFFICE EXPRESS	05/14/2019	23.66	.00
8025	240	00	PRIMEY BOWES GLOBAL FIN. SVS. LLC	05/14/2019	2,597.08	.00
8026	245	00	PREMIER GOLF CARS INC.	05/14/2019	905.62	.00
8027	1578	00	PURCHASE POWER	05/14/2019	5,820.31	.00
8028	15	00	QUILL CORP.	05/14/2019	3,069.35	.00
8029	818	00	R & R PRODUCTS INC.	05/14/2019	180.74	.00
8030	644	00	RDO EQUIPMENT COMPANY	05/14/2019	3.45	.00
8031	3835	00	REDMOND CONSTRUCTION, LLC	05/14/2019	45,035.10	.00
8032	2861	00	REINKE A/C CORP.	05/14/2019	485.00	.00
8033	3558	00	DANTEIS, RICK	05/14/2019	335.00	.00
8034	2068	00	RICH USA INC.	05/14/2019	414.84	.00
8035	3616	00	RICH USA, INC.	05/14/2019	176.44	.00
8036	591	00	ROBINSON ELECTRIC CO. INC.	05/14/2019	38,614.65	.00
8037	591	00	ROBINSON ELECTRIC CO. INC.	05/14/2019	2,032.35	.00
8038	2468	00	RON'S TIRE PRO'S	05/14/2019	842.42	.00
8039	2687	00	S.B. COUNTY FIRE DEPARTMENT	05/14/2019	874.00	.00
8040	1115	00	SAN BERN. COUNTY SHERIFF'S DEPT	05/14/2019	404,322.00	.00
8041	1401	00	SAN BERNARDINO CO. FIRE DEPT.	05/14/2019	1,539.50	.00
8042	3344	00	SLOVAK BARON & EMPEY LLP	05/14/2019	25,952.46	.00
8043	3395	00	TRO DISTRIBUTION LLC	05/14/2019	64.42	.00
8044	772	00	TRI-STATE BUILDING MATERIALS INC.	05/14/2019	409.17	.00
8045	2819	00	TRI-STATE HOSE & FITTINGS	05/14/2019	127.82	.00
8046	2312	00	TURP STAR INC.	05/14/2019	180.71	.00
8047	2798	00	U.S. DEPARTMENT OF ENERGY	05/14/2019	40,474.04	.00
8048	3272	00	ULINE	05/14/2019	631.27	.00
8049	3830	00	UNITIRST CORPORATION	05/14/2019	791.98	.00
8050	122	00	UNITED RENTALS NORTH AMERICA INC.	05/14/2019	80.65	.00
8051	318	00	UPS	05/14/2019	174.73	.00
8052	3571	00	URBAN FUTURES, INC.	05/14/2019	877.50	.00
8053	761	00	USA BLUE BOOK INC.	05/14/2019	92.14	.00
8054	1741	00	V & L LASER LLC	05/14/2019	850.00	.00
8055	2469	00	VERIZON WIRELESS	05/14/2019	38.66	.00
8056	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	05/14/2019	9,473.00	.00
8057	1	00	XIO INC	05/14/2019	113.00	.00
8058	3828	00	3D-NETWORKS L.L.C.	05/14/2019	4,954.50	.00
NUMBER OF CHECKS				92	GRAND TOTAL	794,966.55

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
7967	3833	00	ANDREA HARLESS	05/14/2019	515.00	.00
7968	1	00	ANDREWS, MELINDA S.	05/14/2019	172.22	.00
7969	3750	00	AUTO ZONE	05/14/2019	75.39	.00
7970	2629	00	BARON PEST CONTROL	05/14/2019	287.00	.00
7971	3803	00	BARON SECURITY SOLUTIONS	05/14/2019	37.50	.00
7972	480	00	BEST BEST & KRUEGER LLP	05/14/2019	520.00	.00
7973	454	00	BINGHAM EQUIPMENT COMPANY	05/14/2019	1,402.68	.00
7974	3313	00	BLUE RIVER WATER CORP.	05/14/2019	135.00	.00
7975	3595	00	BOOT BARN	05/14/2019	292.25	.00
7976	7	00	BORDER STATES ELECT. SUP. CORP.	05/14/2019	12,526.46	.00
7977	1	00	BOWER, BEVERLY	05/14/2019	93.36	.00
7978	3479	00	BBSW	05/14/2019	1,747.50	.00
7979	1	00	BUSH, CALLIE	05/14/2019	3.37	.00
7980	3511	00	CALED	05/14/2019	100.00	.00
7981	3136	00	CITY OF NEEDLES	05/14/2019	65,995.95	.00
7982	2957	00	COPPER SOURCE	05/14/2019	48.65	.00
7983	2320	00	COUNTY OF SAN BERNARDINO	05/14/2019	3,775.09	.00
7984	455	00	CULLIGAN WATER COND.	05/14/2019	45.88	.00
7985	440	00	DECO FOODSERVICE INCORP.	05/14/2019	43.04	.00
7986	424	00	DESERT INDUSTRIAL SUPPLY INC.	05/14/2019	127.79	.00
7987	3523	00	DEVELOPMENT MANAGEMENT GROUP INC.	05/14/2019	6,250.24	.00
7988	3580	00	DIAMOND PURE WATER	05/14/2019	98.50	.00
7989	1	00	DILLARD, BEV EDWARD	05/14/2019	8.54	.00
7990	3561	00	DIVISION OF THE STATE ARCHITECT	05/14/2019	7.20	.00
7991	501	00	DOI-BOR-REGION: LOWER COLORADO	05/14/2019	11,904.38	.00
7992	1282	00	DOUBLE TREE SECURITY INC.	05/14/2019	356.00	.00
7993	2974	00	ECONOMIC DEV. JOURNAL OF MOHAVE CO.	05/14/2019	595.00	.00
7994	2653	00	EMPIRE SOUTHWEST	05/14/2019	2,473.35	.00
7995	3462	00	EUSTI LLC	05/14/2019	29,315.54	.00
7996	3108	00	FASTENAL COMPANY INCORP.	05/14/2019	108.61	.00
7997	3314	00	FINDLAY MOTOR COMPANY	05/14/2019	1,415.87	.00
7998	3568	00	GALAXY CO.	05/14/2019	127.83	.00
7999	1	00	GARDNER, FRANCES	05/14/2019	633.73	.00
8000	1080	00	GLOBAL EQUIPMENT COMPANY	05/14/2019	323.50	.00
8001	3840	00	GLOBAL FLAGS UNLIMITED	05/14/2019	405.50	.00
8002	3796	00	GOLDEN VALLEY CABLE & COMM INC.	05/14/2019	1,362.48	.00
8003	324	00	GRAINGER PART OPERATIONS INC.	05/14/2019	189.78	.00
8004	3451	00	GREENS DISTRIBUTION LLC.	05/14/2019	50.72	.00
8005	2612	00	HARDWARE EXPRESS INCORP.	05/14/2019	617.28	.00
8006	666	00	HELENA AGRI-ENT., LLC	05/14/2019	614.18	.00
8007	1	00	HESTAND, TONY	05/14/2019	21.04	.00
8008	2489	00	HOME DEPOT CREDIT SERVICES	05/14/2019	3,335.06	.00
8009	1	00	JOHNSON, MIKAYLA	05/14/2019	225.34	.00
8010	3502	00	POULSON, KIPPY	05/14/2019	275.00	.00
8011	3445	00	LOW COST SPRAY/NEUTER CLINIC	05/14/2019	250.00	.00
8012	1	00	M & R PROPERTIES	05/14/2019	18.26	.00
8013	1	00	MARTINEZ, JOANN	05/14/2019	109.74	.00
8014	125	00	MCCORMICK CONSTRUCTION CO.	05/14/2019	3,270.73	.00
8015	139	00	MOHAVE VALLEY LANDFILL-4522	05/14/2019	11.30	.00
8016	3337	00	MOHAVE DESERT & MOUNTAIN INTEGRATED	05/14/2019	3,394.00	.00
8017	178	00	BIG O TIRES & AUTO PARTS	05/14/2019	722.84	.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7967	3833	ANDREA HARLESS	007779 007780		05/14/2019 05/14/2019	101-5772-452.31-90 101-5770-452.31-90	386.25 128.75 515.00	515.00
7968	1	ANDREWS, MELINDA S.	UT		05/14/2019	501-0000-211.00-00	172.22 172.22	172.22
7969	3750	AUTO ZONE	007483 007484		05/14/2019 05/14/2019	511-3021-432.43-38 511-3021-432.43-37	49.54 25.85 75.39	75.39
7970	2629	BARON PEST CONTROL	007485 007833 007870		05/14/2019 05/14/2019 05/14/2019	510-4410-405.43-01 510-4410-405.43-01 101-3010-431.43-02	85.00 170.00 32.00 287.00	287.00
7971	3803	BARON SECURITY SOLUTIONS	007589		05/14/2019	101-1070-410.43-01	37.50 37.50	37.50
7972	480	BEST BEST & KRIEGER LLP	007428		05/14/2019	506-4713-477.31-50	520.00 520.00	520.00
7973	454	BINGHAM EQUIPMENT COMPANY	007552 007697		05/14/2019 05/14/2019	507-5761-453.43-04 101-5772-452.43-04	1,312.81 89.87 1,402.68	1,402.68
7974	3313	BLUE RIVER WATER CORP.	007536		05/14/2019	507-5761-453.63-00	135.00 135.00	135.00
7975	3595	BOOT BARN	007426 007427		05/14/2019 05/14/2019	101-3010-431.60-28 503-4720-475.60-28	156.95 135.30 292.25	292.25
7976	7	BORDER STATES ELECT.SUP.C	007420 007421 007422 007423 007424 007425		05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55	3,732.85 140.16 3,732.85 3,732.85 251.06 936.69 12,526.46	12,526.46
7977	1	BOWER, BEVERLY	UT		05/14/2019	501-0000-211.00-00	93.36 93.36	93.36
7978	3479	BRAUN BLAISING SMITH WYNN	007699		05/14/2019	580-4750-473.31-50	1,747.50 1,747.50	1,747.50
7979	1	BUSH, CALLIE	UT		05/14/2019	501-0000-211.00-00	3.37 3.37	3.37

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7980	3511	CALED	007557		05/14/2019	101-1035-416.56-00	100.00 100.00	100.00
7981	3136	CITY OF NEEDLES	007884 007885 007886 007887 007888		05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	503-4720-475.80-41 502-4710-471.80-41 503-4720-475.80-43 580-4750-473.80-43 502-4710-471.80-43	3,545.27 9,630.60 6,608.33 35,808.50 10,403.25 65,995.95	65,995.95
7982	2957	COPIER SOURCE	007781		05/14/2019	510-4410-405.43-16	48.65 48.65	48.65
7983	2320	COUNTY OF SAN BERNARDINO	007889		05/14/2019	505-4730-472.74-40	3,775.09 3,775.09	3,775.09
7984	455	CULLIGAN WATER COND.	007487		05/14/2019	511-3020-432.43-29	45.88 45.88	45.88
7985	440	DECO FOODSERVICE INCORP.	007489		05/14/2019	101-5774-452.65-10	43.04 43.04	43.04
7986	424	DESERT INDUSTRIAL SUPPLY	007558		05/14/2019	503-4720-475.43-14	127.79 127.79	127.79
7987	3523	DEVELOPMENT MANAGEMENT GR	PI1263 PI1266 PI1267 PI1268 PI1269	019035 019035 019035 019035 019035	05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	101-1060-410.53-05 502-4710-471.53-05 503-4720-475.53-05 580-4750-473.53-05 101-1060-410.53-05	2,000.08 1,017.54 538.87 2,513.75 180.00 6,250.24	6,250.24
7988	3580	DIAMOND PURE WATER	007429 007488 007559 007560 007782 007783		05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	510-4410-405.61-01 511-3020-432.61-01 503-4720-475.43-02 503-4720-475.60-17 510-4410-405.61-01 101-5774-452.61-01	31.50 5.00 13.50 12.50 27.00 9.00 98.50	98.50
7989	1	DILLARD, BEV EDWARD	UT		05/14/2019	501-0000-211.00-00	8.54 8.54	8.54
7990	3561	DIVISION OF THE STATE ARC	007784		05/14/2019	101-0000-321.04-00	7.20 7.20	7.20
7991	501	DOI-BOR-REGION: LOWER COL	007602		05/14/2019	580-4750-473.63-10	11,904.38 11,904.38	11,904.38
7992	1282	DOUBLE TREE SECURITY INC.	007592		05/14/2019	101-3010-431.43-02	43.00	43.00

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7992	1282	DOUBLE TREE SECURITY INC.	007593 007594 007595 007596		05/14/2019 05/14/2019 05/14/2019 05/14/2019	507-5761-453.43-40 503-4720-475.43-40 101-5772-452.60-40 101-3010-431.43-08	34.00 43.00 44.00 192.00 356.00	
7993	2974	ECONOMIC DEV. JOURNAL OF	007786		05/14/2019	507-5762-454.53-00	595.00 595.00	595.00
7994	2653	EMPIRE SOUTHWEST	007866 007867		05/14/2019 05/14/2019	511-3021-432.43-26 511-3021-432.43-26	2,458.92 14.43 2,473.35	2,473.35
7995	3462	EUSI LLC	007629 007787		05/14/2019 05/14/2019	503-4720-475.31-98 503-4720-475.31-98	25,220.26 4,095.28 29,315.54	29,315.54
7996	3108	EASTENAL COMPANY INCORP.	007868		05/14/2019	511-3020-432.61-28	108.61 108.61	108.61
7997	3314	FINDLAY MOTOR COMPANY	007490 007491		05/14/2019 05/14/2019	511-3021-432.43-38 511-3021-432.43-26	263.06 1,152.81 1,415.87	1,415.87
7998	3568	GALAXY CO.	007605 007856		05/14/2019 05/14/2019	101-5772-452.60-40 101-5772-452.61-06	74.22 53.61 127.83	127.83
7999	1	GARDNER, FRANCES	UT		05/14/2019	501-0000-211.00-00	633.73 633.73	633.73
8000	1080	GLOBAL EQUIPMENT COMPANY	007835		05/14/2019	101-2025-424.61-01	323.50 323.50	323.50
8001	3840	GLOBAL FLAGS UNLIMITED, L	007494		05/14/2019	510-4410-405.43-04	405.50 405.50	405.50
8002	3796	GOLDEN VALLEY CABLE & COM	007469 007492 007493 007496 007497 007498 007551		05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	101-2020-423.52-10 101-1030-414.52-10 510-4410-405.52-10 503-4720-475.52-10 101-5772-452.52-10 101-5774-452.52-10 507-5761-453.52-10	235.00 100.00 607.99 85.00 149.49 85.00 100.00 1,362.48	1,362.48
8003	324	GRAINGER PART OPERATIONS	007432 007572		05/14/2019 05/14/2019	503-4720-475.61-21 503-4720-475.43-02	137.50 52.28 189.78	189.78

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8004	3451	GREENS DISTRIBUTION LLC.	007430		05/14/2019	580-4750-473.60-55	7.87	
			007431		05/14/2019	580-4750-473.60-55	24.22	
			007495		05/14/2019	502-4710-471.60-55	18.63	
							50.72	50.72
8005	2612	HARDWARE EXPRESS INCORP.	007433		05/14/2019	101-5770-452.43-04	101.32	
			007434		05/14/2019	101-5770-452.43-02	20.29	
			007435		05/14/2019	101-5770-452.43-02	19.95	
			007499		05/14/2019	101-5770-452.43-02	9.20	
			007500		05/14/2019	101-5770-452.43-02	4.91	
			007501		05/14/2019	502-4710-471.60-55	9.21	
			007502		05/14/2019	502-4710-471.43-57	22.50	
			007543		05/14/2019	101-5772-452.43-18	9.21	
			007583		05/14/2019	101-3010-431.71-16	40.43	
			007597		05/14/2019	101-5770-452.43-02	6.64	
			007598		05/14/2019	101-5770-452.43-02	22.49	
			007603		05/14/2019	507-5761-453.43-17	7.77	
			007604		05/14/2019	101-5772-452.43-04	57.64	
			007695		05/14/2019	101-5772-452.43-12	15.68	
			007696		05/14/2019	101-5772-452.43-18	16.56	
			007791		05/14/2019	507-5762-454.43-08	24.14	
			007792		05/14/2019	510-4410-405.61-01	23.54	
			007815		05/14/2019	502-4710-471.60-55	15.31	
			007816		05/14/2019	502-4710-471.60-55	27.11	
			007817		05/14/2019	502-4710-471.60-55	8.91	
			007818		05/14/2019	502-4710-471.60-55	22.51	
			007857		05/14/2019	101-3010-431.61-21	29.95	
			007858		05/14/2019	101-3010-431.43-08	9.36	
			007859		05/14/2019	101-5772-452.43-18	7.06	
			007860		05/14/2019	101-5772-452.43-12	11.38	
			007861		05/14/2019	101-5772-452.43-18	5.83	
			007862		05/14/2019	206-5771-452.61-12	12.22	
			007873		05/14/2019	101-5770-452.43-02	52.20	
			007874		05/14/2019	101-5774-452.43-18	3.96	
							617.28	617.28
8006	666	HELENA AGRI-ENT., LLC	007853		05/14/2019	507-5761-453.60-10	183.18	
			007854		05/14/2019	101-5772-452.60-10	215.50	
			007855		05/14/2019	507-5761-453.60-10	215.50	
							614.18	614.18
8007	1	HESTAND, TONY	UT		05/14/2019	501-0000-211.00-00	21.04	
							21.04	21.04
8008	2489	HOME DEPOT CREDIT SERVICE	007820		05/14/2019	101-3010-431.61-21	1,519.85	
			007821		05/14/2019	101-5774-452.43-18	275.06	
			007822		05/14/2019	101-3010-431.61-21	1,205.62	
			007823		05/14/2019	101-3010-431.61-21	422.97	
			007824		05/14/2019	101-3010-431.61-21	88.44	
							3,335.06	3,335.06

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL	
8009	1	JOHNSON, MIKAYLA	UT		05/14/2019	501-0000-211.00-00	225.34 225.34 *	225.34	
8010	3502	KIPPY POULSON	007890		05/14/2019	101-1025-415.31-90	275.00 275.00 *	275.00	
8011	3445	LOW COST SPAY/NEUTER CLIN	007468		05/14/2019	101-0000-204.06-00	250.00 250.00 *	250.00	
8012	1	M & R PROPERTIES	UT		05/14/2019	501-0000-211.00-00	18.26 18.26 *	18.26	
8013	1	MARTINEZ, JOANN	UT		05/14/2019	501-0000-211.00-00	109.74 109.74 *	109.74	
8014	125	MCCORMICK CONSTRUCTION CO	007436		05/14/2019	101-3010-431.60-11	3,270.73 3,270.73 *	3,270.73	
8015	139	MOHAVE VALLEY LANDFILL-45	007575		05/14/2019	101-2020-423.58-00	11.30 11.30 *	11.30	
8016	3337	MOJAVE DESERT & MOUNTAIN	007437		05/14/2019	101-4730-472.56-02	3,394.00 3,394.00 *	3,394.00	
8017	178	NAPA AUTO PARTS	007503 007504 007537 007538 007539 007540 007541 007573 007819 007850 007851 007852 007863 007864		05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	511-3021-432.43-38 511-3021-432.43-37 507-5761-453.43-17 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 503-4720-475.43-03 502-4710-471.60-55 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 511-3021-432.43-36 511-3021-432.43-38	61.67 7.10 54.20 150.84 10.01 43.93 4.41 98.75 15.71 19.57 30.75 28.33 104.39 93.18 722.84	* *	722.84
8018	199	NEEDLES GLASS & MIRROR CO	007544		05/14/2019	101-5772-452.43-18	996.50 996.50 *	996.50	
8019	207	NEEDLES SENIOR CITIZENS	007788 007789 007790		05/14/2019 05/14/2019 05/14/2019	101-1070-410.52-10 520-4740-462.52-12 521-4740-462.52-12	54.64 36.61 18.04 109.29 *	109.29	
8020	218	NEWS WEST PUBLISHING CO.	007438 007439		05/14/2019 05/14/2019	101-1035-416.59-10 502-4710-471.53-00	102.94 55.42		

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8020	218	NEWS WEST PUBLISHING CO.	007440		05/14/2019	101-1030-414.53-00	87.10	
			007441		05/14/2019	580-4750-473.53-00	52.78	
			007505		05/14/2019	101-2025-424.53-00	263.98	
			007574		05/14/2019	511-3020-432.53-00	52.78	
			007587		05/14/2019	101-1035-416.59-10	84.46	
			007588		05/14/2019	101-1035-416.59-10	76.54	
			007793		05/14/2019	101-1025-415.53-00	466.20	
			007836		05/14/2019	508-4810-478.72-11	87.10	
			007845		05/14/2019	583-4720-475.31-90	97.65	
			007875		05/14/2019	101-1030-414.53-00	76.54	
							1,503.50	*
8021	1786	NPWA	007470		05/14/2019	580-4750-473.41-11	40.72	
8022	1786	NPWA	007471		05/14/2019	580-4750-473.61-04	29.82	
8023	1786	NPWA	007472		05/14/2019	580-4750-473.43-13	29.26	
			007473		05/14/2019	580-4750-473.41-11	2,439.46	
			007474		05/14/2019	580-4750-473.41-11	71.89	
			007475		05/14/2019	101-2020-423.41-10	204.91	
			007476		05/14/2019	101-2020-423.41-20	66.15	
			007477		05/14/2019	101-2020-423.41-30	145.00	
			007478		05/14/2019	101-2020-423.41-10	4.65	
			007479		05/14/2019	101-2020-423.41-10	88.17	
			007480		05/14/2019	101-2020-423.41-20	59.62	
			007481		05/14/2019	101-2020-423.41-30	145.00	
			007482		05/14/2019	101-2020-423.41-10	12.70	
			007506		05/14/2019	510-4410-405.41-10	656.14	
			007507		05/14/2019	510-4410-405.41-20	202.11	
			007508		05/14/2019	510-4410-405.41-30	2,102.50	
			007509		05/14/2019	510-4410-405.41-10	80.31	
			007510		05/14/2019	510-4410-405.41-10	572.46	
			007511		05/14/2019	510-4410-405.41-20	204.85	
			007512		05/14/2019	510-4410-405.41-30	2,102.50	
			007513		05/14/2019	502-4710-471.41-10	41.12	
			007514		05/14/2019	503-4720-475.41-10	61.59	
			007515		05/14/2019	503-4720-475.41-20	208.38	
			007516		05/14/2019	503-4720-475.41-10	309.54	
			007517		05/14/2019	503-4720-475.41-20	66.78	
			007518		05/14/2019	503-4720-475.41-10	5,126.64	
			007519		05/14/2019	503-4720-475.41-20	226.04	
			007554		05/14/2019	206-5771-452.41-10	31.10	
			007555		05/14/2019	206-5771-452.41-20	2,114.77	
			007556		05/14/2019	206-5771-452.41-30	72.50	
			007631		05/14/2019	502-4710-471.41-10	1,368.78	
			007632		05/14/2019	502-4710-471.41-10	526.42	
			007633		05/14/2019	502-4710-471.41-10	55.97	
			007634		05/14/2019	503-4720-475.41-10	30.55	
			007635		05/14/2019	503-4720-475.41-10	40.17	
			007636		05/14/2019	503-4720-475.41-20	41.61	

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8024	3324	OFFICE EXPRESS	007630		05/14/2019	101-1025-415.61-01	23.66	23.66
8025	240	PITNEY BOWES GLOBAL FIN.	007520		05/14/2019	510-4410-405.70-03	2,597.08	2,597.08
8026	245	PREMIER GOLF CARS INC.	007442		05/14/2019	507-5762-454.60-16	905.62	905.62
8027	1578	PURCHASE POWER	007703		05/14/2019	510-4410-405.52-20	5,820.31	5,820.31
8028	15	QUILL CORP.	007521		05/14/2019	510-4410-405.61-01	175.46	
			007550		05/14/2019	101-1025-415.61-01	152.44	
			007701		05/14/2019	510-4410-405.61-01	1,609.79	
			007702		05/14/2019	510-4410-405.61-01	11.30	
			007794		05/14/2019	101-1025-415.61-01	207.95	
			007795		05/14/2019	101-1040-417.61-01	48.03	
			007796		05/14/2019	508-4810-478.61-34	189.55	
			007797		05/14/2019	510-4410-405.61-06	183.13	
			007798		05/14/2019	510-4410-405.61-01	35.55	
			007799		05/14/2019	101-1025-415.61-01	11.09	
			007800		05/14/2019	510-4410-405.61-06	133.83	
			007801		05/14/2019	510-4410-405.61-31	19.41	
			007802		05/14/2019	101-1025-415.61-01	291.82	
8029	818	R & R PRODUCTS INC.	007542		05/14/2019	507-5761-453.43-04	3,069.35	3,069.35
8030	644	RDO EQUIPMENT COMPANY	007443		05/14/2019	507-5761-453.43-04	180.74	180.74
8031	3835	REDMOND CONSTRUCTION, LLC	007443		05/14/2019	507-5761-453.43-04	3.45	3.45
			PI1265		019038	205-6511-494.72-10	40,366.00	
			PI1272		05/14/2019	205-6511-494.72-10	4,669.10	
8032	2861	REINKE A/C CORP.	007523		05/14/2019	510-4410-405.43-04	45,035.10	45,035.10
8033	3558	RICK DANIELS	007700		05/14/2019	101-1020-413.55-00	485.00	485.00
8034	2068	RICOH USA INC.	007591		05/14/2019	510-4410-405.70-02	335.00	335.00
8035	3616	RICOH USA, INC.	007522		05/14/2019	510-4410-405.70-02	414.84	414.84
8036	591	ROBINSON ELECTRIC CO. INC	007522		05/14/2019	510-4410-405.70-02	176.44	176.44
			PI1264		019037	205-6511-494.72-10	176.44	
					05/14/2019	205-6511-494.72-10	2.00	

PREPARED 05/03/2019, 10:35:17
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 9
ACCOUNTING PERIOD 2019/11
REPORT NUMBER 63

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
8036	591	ROBINSON ELECTRIC CO. INC	PI1271	019037	05/14/2019	205-6511-494.72-10	38,612.65 38,614.65	38,614.65
8037	591	ROBINSON ELECTRIC CO. INC	PI1270	019037	05/14/2019	205-6511-494.72-10	2,032.35 2,032.35	2,032.35
8038	2468	RON'S TIRE PRO'S	007524 007869	05/14/2019 05/14/2019	511-3021-432.43-38 511-3021-432.43-36	264.73 577.69 842.42	*	842.42
8039	2687	S.B. COUNTY FIRE DEPARTMENT	007846	05/14/2019	507-5761-453.59-55	874.00 874.00	*	874.00
8040	1115	SAN BER. COUNTY SHERIFF'S	007831 007832	05/14/2019 05/14/2019	101-2010-421.31-80 101-2010-421.31-80	202,161.00 202,161.00 404,322.00	*	404,322.00
8041	1401	SAN BERNARDINO CO. FIRE D	007486	05/14/2019	101-4730-472.49-16	1,539.50 1,539.50	*	1,539.50
8042	3344	SLOVAK BARON EMPEY MURPHY	007444 007445 007446 007447 007448 007449 007450 007451 007452 007453 007454 007455 007456 007457 007825 007826 007827	05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50	2,255.42 869.80 429.40 271.20 271.20 271.20 768.40 1,933.33 1,933.33 1,933.33 5,925.34 125.33 125.33 125.33 1,525.50 7,053.42 135.60 25,952.46	*	25,952.46
8043	3395	TKO DISTRIBUTION LLC	007872	05/14/2019	101-5774-452.61-06	64.42	*	64.42
8044	772	TRI-STATE BUILDING MATERI	007584 007865	05/14/2019 05/14/2019	101-3010-431.71-16 101-3010-431.61-21	220.59 188.58 409.17	*	409.17
8045	2819	TRI-STATE HOSE & FITTINGS	007576	05/14/2019	503-4720-475.43-14	127.82 127.82	*	127.82
8046	2312	TURF STAR INC.	007847	05/14/2019	507-5761-453.43-04	61.55		

CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

[illegible]

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
8051	318	UPS					174.73 *	174.73
8052	3571	URBAN FUTURES, INC.	007628		05/14/2019	270-4631-463.31-50	877.50 *	877.50
8053	761	USA BLUE BOOK INC.	007582		05/14/2019	503-4720-475.61-21	92.14 *	92.14
8054	1741	V & L LASER LLC	007465 007532 007590 007806 007829		05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	508-4810-478.61-02 101-1025-415.61-02 503-4720-475.61-02 101-0000-204.20-00 502-4710-471.61-02	229.00 95.00 158.00 279.00 89.00	850.00
8055	2469	VERIZON WIRELESS	007828		05/14/2019	101-2020-423.52-10	38.66 *	38.66
8056	3528	WESTERN ENVIRONMENTAL TES	007466 007467 007533 007534 007581 007807 007808 007809 007810 007811 007812 007813 007814 007871		05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	503-4720-475.60-17 503-4720-475.60-17 502-4710-471.59-75 503-4720-475.60-17 502-4710-471.59-75 503-4720-475.60-17 503-4720-475.60-17 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 503-4720-475.60-17	118.00 290.00 250.00 143.00 275.00 118.00 18.00 1,947.80 1,947.80 1,972.80 1,947.80 1,947.80 256.80 143.00	9,473.00
8057	1	XIO INC	007535		05/14/2019	502-4710-471.31-90	113.00 *	113.00
8058	3828	3D-NETWORKS LLC	007458 007459 007803 007830		05/14/2019 05/14/2019 05/14/2019 05/14/2019	509-4910-479.52-13 509-4910-479.31-90 509-4910-479.31-90 509-4910-479.31-90	829.50 1,700.00 1,250.00 1,175.00	4,954.50
BANK/CHECK TOTAL							794,966.55	794,966.55
ALL BANKS/CHECKS TOTAL							794,966.55	794,966.55



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: May 14, 2019

Title: Resolution No. 2019-18 approving an Eleventh Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2019-2020 fiscal year

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

Fiscal Impact: \$2,400 in rent revenue to the city.

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2019-18 approving an Eleventh Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2019-2020 fiscal year.

Submitted By: Cheryl Sallis, Senior Liaison

City Management Review:

Rick

Date:

4/29/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 14

RESOLUTION NO. 2019-18

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, APPROVING
AN ELEVENTH AMENDMENT TO AND EXTENSION OF
THE LICENSE BETWEEN THE CITY OF NEEDLES AND
BONNIE BAKER SENIOR CENTER FOR USE OF THE
KITCHEN AND A PORTION OF THE DINING AREA
IN THE NEEDLES SENIOR CITIZENS CENTER
DURING THE 2019-2020 FISCAL YEAR

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

WHEREAS, the noon meal program has continued to be extended and the Bonnie Baker Senior Center has negotiated with the County of San Bernardino Human Services Department for continued funding of this program for the 2019-2020 fiscal year; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves an Eleventh Amendment to and Extension of the License between the City of Needles and Bonnie Baker Senior Center for use of the kitchen and a portion of the dining area in the Needles Senior Citizens Center during the 2019-2020 fiscal year and further authorizes the Mayor to sign same for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 14th day of May, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

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

This Eleventh Amendment to and Extension of License for use of Kitchen and Portion of Dining Area in Needles Senior Citizens Center is made and entered into this ____ day of _____, 2019, by and between the CITY OF NEEDLES, hereinafter referred to as "LICENSOR", and BONNIE BAKER SENIOR CITIZENS CLUB, hereinafter referred to as "LICENSEE".

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

1. **TERM OF LICENSE**

The term of the License shall be extended for an additional year, beginning July 1, 2019 and ending June 30, 2020.

2. **AGREEMENT OF PARTIES**

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

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

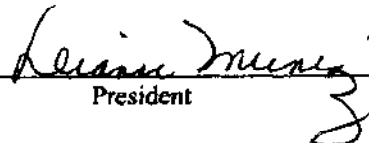
LICENSOR:

City of Needles

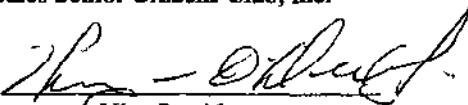
By: _____
Mayor

LICENSEE:

Bonnie Baker Senior Citizens Center

By: 
President

ACKNOWLEDGED BY:
Needles Senior Citizens Club, Inc.

By: 
Vice President



City of Needles, California Request for Council Action

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

Meeting Date: May 14, 2019

Title: Public Works Chevrolet 2500HD 4WD Truck

Background: City staff completed a formal bid process in April, 2019 to seek seal bids for the purchase of a replacement Public Works vehicle. This vehicle would replace unit # 2076 a 1994 Chevy 2500. Public works has not had a vehicle replaced since 2005.

In any emergency after heavy rain staff use a 1994 Massey Ferguson tractor to clear debris from washes on Needles Highway, Gates subdivision and other places where water washes over the road. This has always been time consuming process. A vehicle with a plow truck would cut this time in half.

Fiscal Impact: Balance in the Public Works vehicle replacement fund is \$19,780. The Fleet general fund balance has \$10,000 available in maintenance and \$11,220 available in salary savings.

Recommended Action: Authorize the purchase of one (1) 2019 Chevrolet 2500HD 4WD with 8" Rock King Plow not to exceed \$41,000 from Findlay Automotive.

Submitted By: Rainie Torrance, Senior Accountant

City Management Review: Rick

Date: 5/8/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 15

NOTICE IS HEREBY GIVEN that the CITY OF NEEDLES (herein called the "City") invites and will receive sealed bids up to the hour of 3:30 p.m. Pacific Standard Time (PST) on **Tuesday, April 16, 2019** for the purchase of One (1) 2019 Chevrolet 2500, 4WD, Double Cab with an 8' Rock King Plow.

At said time, sealed Bid Proposal (herein called the "Bid") will be publicly opened and read aloud by the office of the City Clerk at:

CITY OF NEEDLES
817 Third Street
Needles, CA 92363

Questions regarding the Bid Documents are to be directed to Rainie Torrance, Senior Accountant, by email at rtorrance@cityofneedles.com

Bids shall be submitted only on forms provided in the Bid Packet. Bids shall be in the hands of the City Clerk of the City, 817 Third Street, Needles, California, 92363 on or before the hour of 3:30 p.m. PST on **Tuesday, April 16, 2019**. No late Bids will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered. Bids received after the bid submittal deadline will be rejected and returned to the Bidder unopened.

The Bid Proposal forms can be obtained from the City of Needles' website at www.cityofneedles.com.

The City reserves the right to reject any and/or all Bids received.

Information for Bidders

Bids will be received by the City of Needles Office of the City Clerk, at City of Needles, 817 Third Street, Needles, CA 92363, until 3:30 p.m. Pacific Standard Time (PST), on **Tuesday, April 16, 2019**, then publicly opened and read aloud. Each Bid must contain one complete original set of Bid Proposal Forms. The Bid Proposal forms include "Specifications Compliance" and "Bid Form". The Addendum, if issued, will be posted on the City's website at www.cityofneedles.com. Bidder must acknowledge Addendum, if issued, by submitting signed Addendum with the Bid Proposal Forms. The completed Bid must be submitted in a sealed envelope and addressed to the City at 817 Third Street, Needles, CA 92363. Each sealed envelope containing a Bid must be plainly marked on the outside as "**Public Works Plow Truck Bid; Attention City Clerk**", and the envelope shall also bear on the outside, the name of the Bidder, and Bidder's address. If forwarded by mail, the sealed envelope containing the Bid Proposal forms must be enclosed in another envelope addressed to the City Clerk at 817 Third Street, Needles, CA 92363, and both envelopes clearly state "**Public Works Plow Truck Bid; Attention City Clerk**".

Total Bid Price must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted, unless otherwise indicated. The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the Bidder. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person signing the Bid Form. Each Bidder is responsible for the review of the Bid documents.

The City may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bid or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. All Bids shall remain firm for at least ninety (90) calendar days after the date and time of the bid opening unless otherwise specified. Should there be reasons why the Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidder. Award of Bid will be to the lowest responsible Bidder as determined by the City. A conditional or qualified Bid will not be accepted. The failure and omission of any Bidder to do any of the foregoing shall not relieve any Bidder from any obligation with respect to the Bid. The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications or questions of the bid documents shall be emailed to:

Rainie Torrance, Senior Accountant
rtorrance@cityofneedles.com

Requests for clarification or questions shall be delivered to the City by 4:00 p.m. PST on **April 9, 2019**. Any City response to a request for clarification, questions and answers will be posted to the City's website at www.cityofneedles.com not later than 4:00 p.m. PST, **April 10, 2019** and if necessary become a part of the Bid as an Addendum. The proposed timeline of events associated with the awarding of Bid Proposal:

Release of Advertisement for Bids		Friday, April 5, 2019
Deadline to submit questions/clarifications	4:00 p.m.	Tuesday, April 9, 2019
Addendum/Questions/Clarifications Posted	4:00 p.m.	Wednesday, April 10, 2019
Bid Opening	3:30 p.m.	Tuesday, April 16, 2019
City Council Awards Bid	6:00 p.m.	May 14, 2019
Issuance of a Purchase Order	By	May 15, 2019

Specifications Compliance

2019 Chevrolet

Engine

- 6.0L
- Variable Valve Timing
- V*
- Flex Fuel

Transmission

- 6-speed automatic
- Heavy Duty

Emissions:

- California State Requirements

Primary Color

- Summit White

Other Specifications

- 4WD
- Double Cab
- Power door locks
- Seats, front 40/20/40 split-bench, 3 passenger, driver and front passenger recline
- Airbags
- Floor covering, Graphite colored rubberized vinyl (or similar)
- Air condition

- Bed liner, spray-on
- Pickup box
- Heavy-duty locking real
- GVWR - 9500 lbs.
- Rear axle, 4.10 ratio
- Wheels 17" steel
- Tailgate, EZ-Lift
- Snow Plow Prep Package
- Two sets of keys

8' Rocking King Plow

- 8' rocking powder coated
- 12 gauge steel moldboard
- Top stringer 1"x1" tube with mounting holes for rubber deflector and retainer strip
- Either spring actuated or shear pin plow trip options
- Base angle 3/8" x 2" x 3"
- Horizontal Stiffener 1/4 " x 2 x 2
- Ribs 10 - 1/4
- Carbide tripped cutting edge 3/4 x 6"
- Two 36" plow markers with cable inserts
- 8' x 6" rubber deflector with diffuser

Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: 4/8/19

In compliance with the Invitation for Sealed Bids for One (1) 2019 Chevrolet 2500, 4WD, Double Cab with an 8' Rock King Plow, the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for One (1) 2019 Chevrolet 2500, 4WD, Double Cab with an 8' Rock King Plow.

MANUFACTURER: Chevrolet
MODEL NUMBER: CK 2595.3
DELIVERY DATE: August 12 2019

TOTAL BID PRICE FOR ONE (1) 2019 Chevrolet 2500, 4WD, Double Cab \$ 30,106.05
Total Bid Price includes California Sales Tax, and delivery charges but excludes Federal Excise Tax, if any.

TOTAL BID FOR ONE (1) 8" ROCK KING PLOW \$ 7597.18
Total Bid Price includes California Sales Tax, and delivery charges but excludes Federal Excise Tax, if any.

TOTAL BID PRICE \$ 37,703.23

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

BIDDER'S COMPANY Findlay Automotive

PRINT NAME - AUTHORIZED Nathan Wright

ADDRESS 2565 Laughlin View Drive
Bullhead City AZ 86419

AUTHORIZED SIGNATURE Nathan Wright

TELEPHONE NUMBER 928-754-3400

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? YES ☒ NO

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

This will be an Out of State delivery for me
Please add your sales tax to our price

I have included Upfitter switches in
this price

I have Attached a buildsheet for the truck
and the Rock King plow Specs for Bid.



Order Workbench
 Order Vehicle Information

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010.

jvm002 Logout

ORDER Workbench | Main | Order Vehicles | Configure a New Vehicle | View Summary

PLAN & FORECAST ORDER VEHICLES MANAGE INVENTORY LOCATE VEHICLES DELIVER VEHICLES REPORTS & TOOLS

Configure a New Vehicle:View Summary



Choose Model

Choose Options

Customer/Other Info

View Summary

RELATED LINKS

- [Return to Order Vehicles Page](#)
- [Configure a New Vehicle](#)
- [View My Allocation and Constraints](#)
- [View Stored Configurations](#)
- [View My Request for Order List](#)
- [US On-Line Order/Reference Guide](#)

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order Customer/Other Info screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added).

GM Business Associate Information

Detail View without prices ▼

Charge-to BAC: 119442 Charge-to BFC: 1
 Ship-to BAC: 119442 Ship-to BFC: 1
 Contact Name: DAN.
 Phone #: Stock No:

Model Information

Model Year: 2019 Distrib. Entity: FLT Fleet Order Type: FBC-Fleet Political Subdivision
 Division: CHEVROLET TRUCK Allocation Group: CDBLHD
 Model: CK25953 - 2500HD Silverado: LWB, 4WD, Double Cab Pickup

Fleet Information

Primary FAN: 430391 End-User FAN:
 Bid Number: Bid Item #
 PO Number:

Configuration Information

PEG: 1WT
 Primary Color: GAZ - Summit White
 Engine: L96 - Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel
 Transmission: MYD - Transmission, 6-speed automatic, heavy-duty, electronically controlled
 Trim: H2R - Dark Ash with Jet Black Interior Accents, Cloth seat trim
 Emissions: YF5 - Emissions, California state requirements
 Requested TPW:

Options: 9L7, A31, A4H, A60, AE7, AU3, AY0, BG9, C67, CGN, DF2, E63, G80, GEH, GT5, IOB, JL1, K34, K47, KC4, KNP, KW5, L96, MYD, NC7, NZ4, NZZ, PPA, PYN, QHQ, SAF, TRW, U2J, UE0, UQ3, UVC, V22, V46, V76, VJH, VYU, YF5, Z82, ZY1

Hide Descriptions

9L7 : Uplifter switches, (4)
 A31 : Windows, power with driver express up and down and express down on all other windows
 A4H : Hdly Charge Oshawa to Ground Effect, Ltd. to Oshawa Asm
 A60 : Tailgate, locking, utilizes same key as ignition and door
 AE7 : Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline
 AU3 : Door locks, power
 AY0 : Airbags, Double Cab: Single-stage frontal airbag for driver; Dual-stage front airbag for front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions;
 BG9 : Floor covering, Graphite-colored rubberized-vinyl
 C67 : Air conditioning, single-zone

CGN : Bed Liner, Spray-on
DF2 : Mirrors, outside high-visibility vertical trailering, Black
E63 : Pickup box
G80 : Differential, heavy-duty locking rear
GEH : GVWR, 9500 lbs. (4309 kg)
GT5 : Rear axle, 4.10 ratio
IOB : Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen.
AM/FM stereo
JL1 : Trailer brake controller, integrated
K34 : Cruise control, steering wheel-mounted
K47 : Air cleaner, high-capacity
KC4 : Cooling, external engine oil cooler
KNP : Cooling, auxiliary external transmission oil cooler
KW5 : Alternator, 220 amps
L96 : Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel
MYD : Transmission, 6-speed automatic, heavy-duty, electronically controlled
NC7 : Emissions override, Federal
NZ4 : Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare.
NZZ : Underbody Shield, frame-mounted shields
PPA : Tailgate, EZ-Lift and Lower
PYN : Wheels, 17" (43.2 cm) steel
QHJ : Tires, LT245/75R17E all-season, blackwall
SAF : Tire carrier lock
TRW : Provision for cab roof-mounted lamp/beacon
U2J : SiriusXM Radio, delete
UE0 : OnStar, delete
UQ3 : 6-speaker audio system
UVC : Rear Vision Camera
V22 : Grille surround, chrome
V48 : Bumper, front chrome
V76 : Recovery hooks, front, frame-mounted, black
VJH : Bumper, rear chrome with bumper CornerSteps
VYU : Snow Plow Prep Package
YF5 : Emissions, California state requirements
Z82 : Trailering equipment
ZY1 : Paint, solid

► Save in Stored Configurations

CANCEL

BACK

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

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8' Rocking powder coated 12 gauge steel moldboard, top stringer 1" x 1" tube with mounting holes for rubber deflector and retainer strip, either spring actuated or shear pin plow trip options. Base angle 3/8" x 2" x 3". Horizontal Stiffener 1/4" x 2 x 2. Ribs 10 - 1/4". Carbide tipped cutting edge 3/4 x 6". Two 36" plow markers with cable inserts. 8' x 6" rubber deflector with diffuser. *Reference Vendor: Stephen Newcombe Service LLC (909) 553-6927*

Meyers 41360 Standard Operating System, E73 pump 10" x 1.5" rams, Nite Saber III lights, pistol in-cab 23947 controller.