



(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, OCTOBER 8, 2019**  
COUNCIL EXECUTIVE SESSION - **5:45 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

**THE 5:00 P.M. PORTION OF THE CITY COUNCIL MEETING WILL BE RECESSED  
BY THE CITY CLERK TO 5:45 P.M.**

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 legal counsel pursuant to Government Code Section 54956.9(d)(1). (One matter  
related to National Opiate Litigation listing all US Cities as class members, including Needles,  
which action is titled "In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio)

### **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.

## **PRESENTATION**

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

- 1) A representative from Epic Engineers will be making a PowerPoint Presentation regarding a 15 year Needles Pavement Management Plan  
Resolution No. 2019-68 adding item #6 to the Public Works Capital Improvement Plan  
Construction of Year 1 Pavement Management Plan Projects (ACT)

## **PUBLIC HEARING**

- 2) Public hearing noticed to consider all evidence and testimony for or against adoption of a Proposed Negative Declaration and adoption of the City of Needles 2013-2021 Housing Element Amendment
  - 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
  - Resolution No. 2019-69 amending and adopting an update to the Housing Element of the City of Needles General Plan and adoption of a Negative Declaration in compliance with the California Environmental Quality Act (CEQA) (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.)

- 3) NPUA / COUNCIL: NPUA Resolution No. 10-08-2019-NPUA and Council Resolution No. 2019-67 adopting a Needles Public Utility Authority Annual Wildfire Mitigation Plan (ACT)

## **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 4 through 10 on the Consent Calendar by affirmative roll call vote. (ACT)

- 4) Approve the warrants register through October 8, 2019
- 5) Waive the reading and adopt resolution No. 2019-65 authorizing filing of an application for federal funding under FTA Section 5311 (49 U.S.C. Section 5311), the federal program providing assistance to rural transit programs, with the California Department of Transportation
- 6) Approve an Amended Credit Card Policies and Procedures Statement and authorize the Finance Department to pay credit card statements prior to Council approval

- 7) Waive the reading and adopt Resolution No. 2019-64 approving application(s) for per capita grant funds through the California Department of Parks and Recreation
- 8) Waive the reading and adopt Resolution No. 2019-66 accepting the Purchase Offer from Greens Needles, LLC for city right-of-way consisting of a portion of Market Street section west of "O" Street terminating at the base of Interstate 40
- 9) Authorize \$21,200 from the Public Works Reserve Fund for the purchase of one (1) 2019 Chevrolet 2500HD 4WD with 8" Rock King Plow (purchase approved May 14, 2019) and the balance using Public Works vehicle replacement funds
- 10) Accept the resignation of Jeremy Smith from the Parks and Recreation Commission and direct the city clerk to advertise all vacancies on various Boards and Commissions

**End of Consent Calendar**

**REGULAR ITEMS**

- 11) Discussion regarding installation of pedestrian traffic control measures on Bailey Avenue and J Street (ACT)

**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>

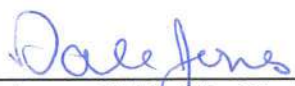
Posted: October 4, 2019

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 4th day of October 2019.

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



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

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** October 8, 2019

**Title:** Adopt Resolution No. 2019-68 adding item #6 to the Public Works Capital Improvement Plan Construction of Year 1 Pavement Management Plan Projects

**Background:** On March 12, 2019 the City Council approved Epic Engineers proposal to complete the Needles Pavement Management Plan which provided a rating format for all 71.9 miles of roads in the City. The City is responsible for 47.4 miles of roads to maintain.

This plan considered the current condition of the streets, what applications/treatments are required, and the schedule to perform such maintenance.

The PMP indicates the City of Needles requires an estimated total of \$36.3 million to perform the initial recommended maintenance treatments for each road. The subsequent preservation treatments required for all roads within the 15-year maintenance plan is estimated at \$7.1, bringing the total for the 15-year maintenance plan to approximately \$43.4 million. To implement the PMP it would cost the City an average of \$2.9 million per year for the first 15 years and afterwards an average of \$1.6 million per year to preserve.

For Year 1 of the Pavement Management Plan Epic Engineering strongly recommended that funding for road improvements be allocated first to 38 projects totaling 9.0 miles treating street segments which are both in good condition and have the highest priority scores totaling \$2,966,776 million. The PMP Year 1 projects gives priority to treatment to roads, to maintain their condition rather than repairing poor roads. Many roads in good condition can be maintained for the same cost as repairing a single road in poor condition. This practice will provide the greatest benefit-to-cost ratio for the expenditure of limited funds.

Since the last repaving in 1997 there has been essentially no preventative maintenance conducted due to lack of funds.





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

Road funding comes from the following sources:

- \$140,000 Gas Tax/Yr.
- \$85,000 Supplemental Gas Tax (SB1)/Yr.
- \$140,000 Measure I/Yr.

Roads have also been funded by Grants:

- \$5 Million J Street/Broadway Street
- \$5.8 Million North Needles Highway Phase I & II
- \$10 Million North Needles Highway Phase II (Pending)

Cannabis revenues provide a new revenue source. The City received approximately \$1.2 Million in FY 18-19. Deducting cannabis enforcement economic development funding allows approximately \$1.0 Million to be available. An additional \$1.2 Million is budgeted to be received by 6/30/2020.

Additionally, the NPUA due to/from will provide \$500,000 minus \$100,000 to pay for utility increases leaving \$400,000 net available for road maintenance. Slurry and crack sealing can only be done between October and April. Therefore, the first year will be done by contract. Before Year 2 Public Works will investigate purchasing equipment, hiring staff and providing training for ongoing maintenance by enhanced City Crews.

**Fiscal Impact:** The budget amount to implement Year 1 of the Pavement Management Plan is \$2,966,776 million including material and labor which will be funded by the General Fund.

**Environmental Impact:** This activity is not subject to the California Environmental Quality Act ("CEQA") pursuant to §§15303(d), the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment.

**Recommended Action:** Adopt Resolution No. 2019-68 adding item #6 to the Public Works Capital Improvement Plan Construction of Year 1 Pavement Management Plan Projects authorizing staff to initiate work scopes.

**Submitted By:** Patrick Martinez, Director of Development Services  
Dave Eledge, Director of Public Works

**City Management Review:**

Rick

**Date:**

10/2/19



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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4 /

**RESOLUTION 2019-68**

**ADOPT RESOLUTION NO. 2019-68 ADDING ITEM #6 TO THE PUBLIC WORKS  
CAPITAL IMPROVEMENT PLAN CONSTRUCTION OF YEAR 1 PAVEMENT  
MANAGEMENT PLAN PROJECTS**

**WHEREAS**, on March 12, 2019 the City Council approved Epic Engineering's proposal to complete the Needles Pavement Management Plan which provided a rating format for all 47.4 miles of roads the City maintains; and

**WHEREAS**, the Pavement Management Plan implements a 15-year maintenance plan estimating a total of \$36.3 million to perform the initial recommended treatments for each road and \$7.1 for subsequent preservation treatments required for all roads, bringing the total for the 15-year maintenance plan to approximately \$43.4 million; and

**WHEREAS**, For Year 1 of the Pavement Management Plan (Attached as Exhibit A) strongly recommended that funding for road improvements be allocated first to 38 projects totaling 9.0 miles treating street segments which are both in good condition and have the highest priority scores totaling \$2,966,776 million; and

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

**APPROVES** adding item #6 to the Public Works Capital Improvement Plan Construction of Year 1 Pavement Management Plan Projects totaling 9.0 miles treating street segments which are both in good condition and have the highest priority scores totaling \$2,966,776 million.

**PASSED, APPROVED AND ADOPTED** this 8th day of October, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

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

Table 1. Year 1 Pavement Management Plan Projects

Street	From Location	To Location	Length (Feet)	Treatment(s)	Project Cost
THIRD STREET	I STREET	C STREET	2,244	Crack seal & slurry seal, spot repair	\$ 101,343.41
FRONT STREET	WEST END	BROADWAY AVE	4,646	Crack seal & slurry seal, spot repair	\$ 154,168.82
ROUTE 66 / NAT'L TRAILS HWY	PARK RD	NEEDLES HWY	7,143	Crack seal & slurry seal	\$ 142,205.75
BUDWEISER RD	NEEDLES HWY	MY PLACE ROAD	2,627	Crack seal & slurry seal	\$ 36,958.92
G STREET	FRONT STREET	BROADWAY AVE	319	Crack seal & slurry seal	\$ 8,551.66
MY PLACE ROAD (NORTH)	BUDWEISER ROAD	RO'S ROAD	1,427	Crack seal & slurry seal	\$ 19,267.69
MORGAN DRIVE	HWY 95 SOUTH	HOLIDAY WAY	962	Crack seal & slurry seal	\$ 13,518.97
SAFARI DRIVE	CHERRY STREET	VICTORY DRIVE	2,447	Crack seal & slurry seal	\$ 33,035.11
VICTORY DRIVE	CHERRY STREET	WEST END	1,916	Crack seal & slurry seal	\$ 25,858.03
ICE PLANT ROAD	BROADWAY AVE	END	651	Crack seal & slurry seal	\$ 22,954.66
PARK ROAD (WEST)	INTERSTATE 40	NEEDLES HWY	2,244	Crack seal & slurry seal	\$ 54,642.84
F STREET	FRONT STREET	BROADWAY AVE	364	Crack seal & slurry seal, spot repair	\$ 47,343.81
HOSPITALITY LANE	J STREET	CUL-DE-SAC	530	Crack seal & slurry seal	\$ 10,821.79
RACE STREET	Q STREET	N STREET	1,081	Crack seal & slurry seal	\$ 17,387.52
GOODWILL STREET	BROADWAY AVE	ARIZONA AVE	819	Crack seal & slurry seal	\$ 16,709.22
MONTEREY AVE	ARIZONA AVE	SAN CARLOS STREET	1,265	Crack seal & slurry seal	\$ 25,606.43
Q STREET	LAMBERT	RACE STREET	256	Crack seal & slurry seal	\$ 4,598.90
VINE STREET	INTERSTATE 40	Q STREET	603	Crack seal & slurry seal, spot repair	\$ 26,695.45
VINE STREET	M STREET (NORTH)	L STREET (NORTH)	359	Crack seal & slurry seal	\$ 7,273.32
R STREET	BUSH STREET	Q STREET	813	Crack seal & slurry seal	\$ 12,888.32
R STREET	NEEDLES HWY	MARKET STREET	304	Crack seal & slurry seal	\$ 6,903.96
L STREET (NORTH)	BUSH STREET	NEEDLES HWY	894	Crack seal & slurry seal	\$ 18,483.48
M STREET	BUSH STREET	NEEDLES HWY	893	Crack seal & slurry seal	\$ 18,457.37
ALISO STREET	ARIZONA AVE	MONTEREY AVE	258	Crack seal & slurry seal	\$ 3,772.58
GILMAN STREET	MONTEREY AVE	END	221	Crack seal & slurry seal	\$ 3,824.13
K STREET (NORTH)	FRONT STREET	NEEDLES HWY	2,023	Grind & pave (1.5") w/ petromat, replace asphalt (4"), spot repair	\$ 329,280.93
L STREET	FIFTH STREET	HIGHLAND STREET	352	Grind & pave (1.5") w/ petromat	\$ 45,039.35
FAIRMONT AVENUE	WASHINGTON STREET	HIGHLAND STREET	239	Remove & replace asphalt (4")	\$ 56,845.85
WASHINGTON STREET	BAILEY AVE	FAIRMONT AVENUE	1,153	Grind & pave (1.5" to 2") w/ petromat	\$ 207,167.72
HIGHLAND STREET	PARK AVENUE	FAIRMONT AVENUE	360	Grind & pave (1.5") w/ petromat	\$ 46,105.98
J STREET	HOSPITALITY LANE	LEONARD OWENSBY	1,284	Grind & pave (1.5") w/ petromat, spot repair	\$ 382,353.31
BAILEY AVE	WASHINGTON AVE	J STREET	1,467	Grind & pave (1.5" to 2") w/ petromat	\$ 248,597.66
CORONADO AVE	ERIN DRIVE	J STREET	948	Grind & pave (2") w/ petromat	\$ 159,996.34
ERIN DRIVE	BAILEY AVE	CORONADO STREET	1,446	Grind & pave (2") w/ petromat	\$ 247,521.72
PARK AVE	HIGHLAND STREET	COLLINS STREET	488	Grind & pave (2") w/ petromat	\$ 73,640.35
COLLINS STREET	BAILEY AVE	PARK AVE	798	Grind & pave (2") w/ petromat	\$ 121,359.77
D STREET	DOWNEY AVE	INTERSTATE 40	978	Grind & pave (1.5" to 2") w/ petromat	\$ 146,187.26
ORANGE AVE	WASHINGTON AVE	ERIN DRIVE	483	Grind & pave (2") w/ petromat	\$ 69,407.87

TOTAL LENGTH: 9.0 mi

TOTAL COST: \$ 2,966,776



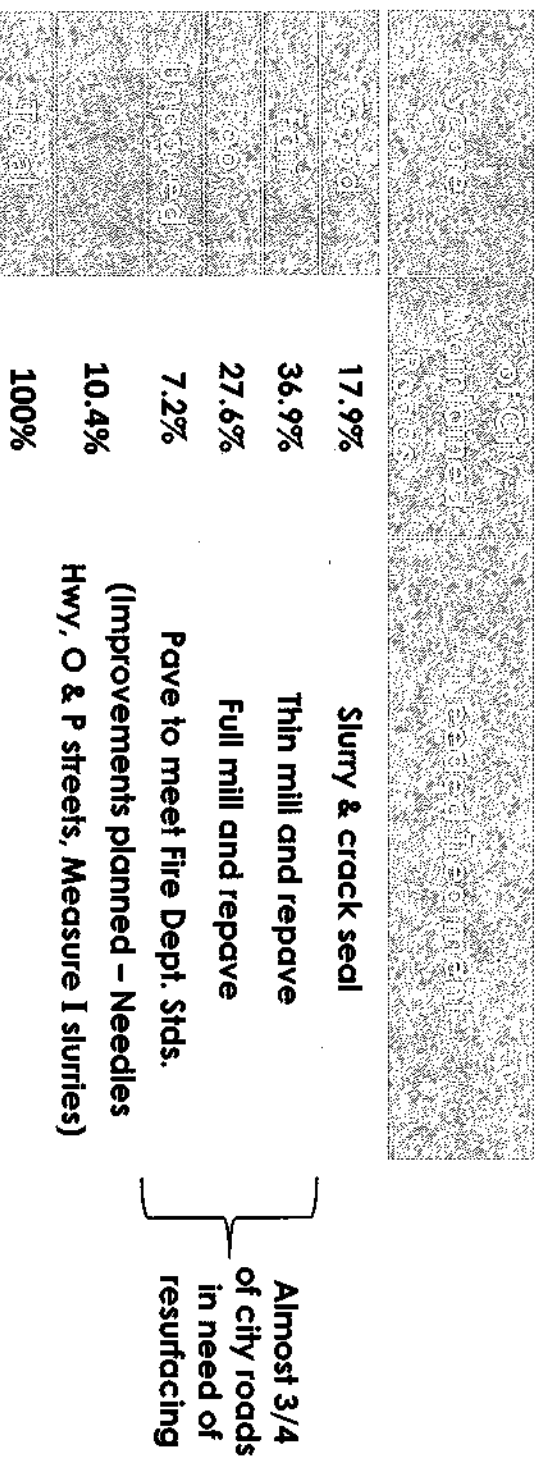


# NEEDLES PAVEMENT MANAGEMENT PLAN

15-YEAR

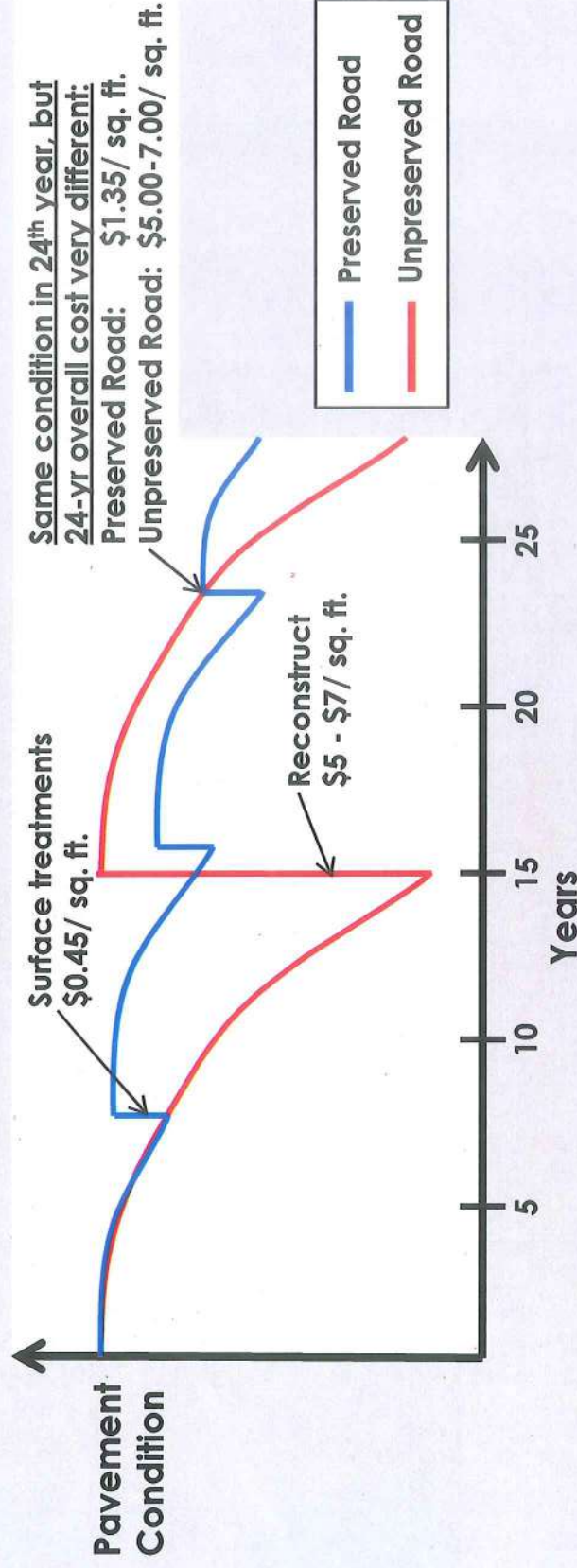
# THE PROBLEM

- Results of in-person evaluation of all 47 miles of city-maintained roadway (began April 2019):



# THE SOLUTION

- Pavement Management Plan
  - Purpose: To keep roads maintained before they become too costly to repair.



- Maintenance is cheaper than repair!



# PRESERVATION TREATMENT METHODS

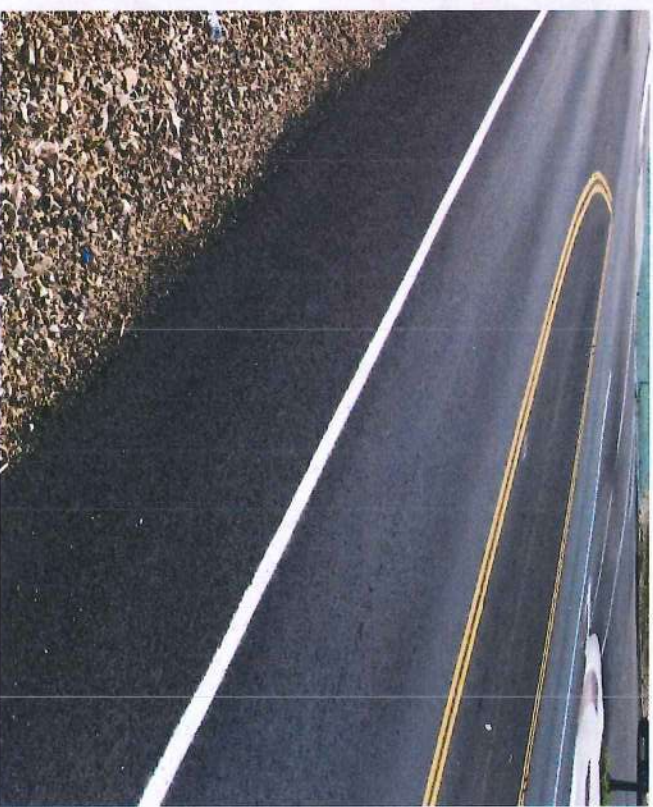


## Crack Seal

Treats: Small cracks

Cost: \$0.08 / Sq. Ft.

Life: 1-3 years



## Slurry Seal

Treats: Minor surface wear

Cost: \$0.29 / Sq. Ft.

Life: 5-8 years



# IMPORTANCE OF TIMELY PRESERVATION TREATMENT

- Slurry seal wears off quickly on heavily damaged roads



- Not getting money's worth and still looks bad



# REPAIR METHODS

## Partial Depth Mill & Repave w/ Fabric

Treats: Worn surface, cracking

Cost: \$2.58 - \$3.05 / Sq. Ft.

Life: 8-12 years



**Milled Asphalt**



**New Paving**

# REPAIR METHODS

## Complete asphalt replacement

Treats: Heavily cracked/damaged asphalt

Cost: \$4.48 – \$6.73 / Sq. Ft.

Life: 15-20 years



Removed Asphalt



New Paving



# 15-YEAR MAINTENANCE PLAN

- All roads get initial treatment needed within 15 years
- Priorities:
  - Maintaining good roads
    - Can preserve dozens of roads for the cost of repairing one
  - High traffic routes
  - School zone areas
  - Routes not sufficiently wide/paved for fire truck access
- Average \$2.9 million/year to implement plan
  - \$2.4 million/yr for initial treatments
  - \$0.5 million/yr for preservation
- After 15 years, average \$1.6 million/year to preserve roads



# 15-YEAR MAINTENANCE PLAN

- Preservation treatment schedule:
  - Crack seal every 4 years
  - Slurry seal every 8 years

Sample schedule:

Road Name	Initial Treatment	Initial Treatment Year	Crack Seal	Crack Seal & Slurry	Crack Seal
Road A	Mill & Pave	Year 1	Year 5	Year 9	Year 13
Road B	Crack seal/Slurry	Year 3	Year 7	Year 11	Year 15

# FIRST YEAR OF PLAN

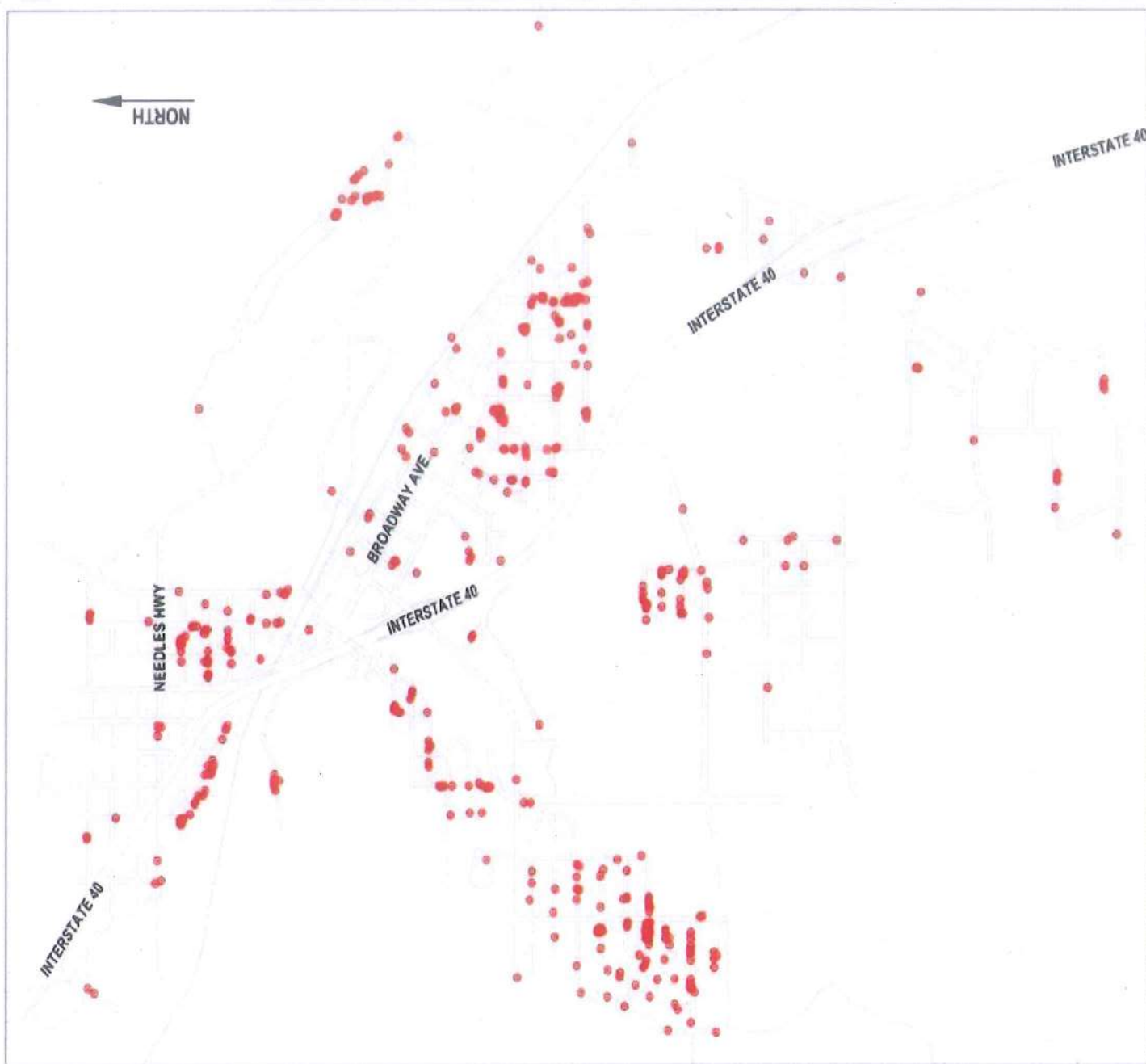
- Focus:

- **Preserve good roads** w/ crack seal & slurry

- Can accomplish all immediate preservation treatment needed with less than **\$650,000**

- Remaining \$2.3 million for critical school routes
  - Resurfacing
  - Spot repairs
  - Acquire funding to address school sidewalk needs

# Waterline Breaks:





# First Year Projects:

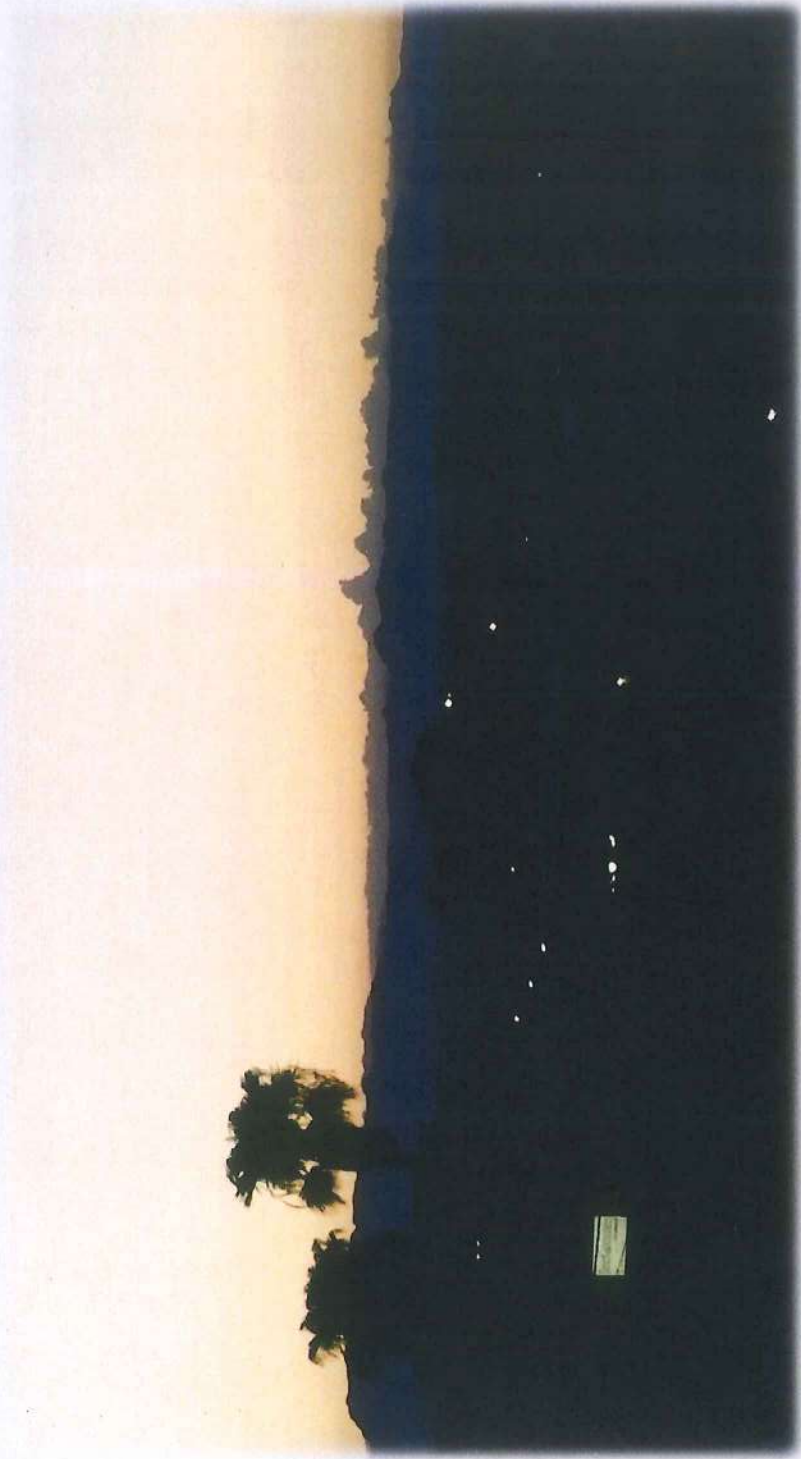
Street	From Location	To Location	Length (feet)	Treatment(s)	Project Cost
THIRD STREET	I STREET	C STREET	2,244	Crack seal & slurry seal, spot repair	\$ 101,343.41
FRONT STREET	WEST END	BROADWAY AVE	4,646	Crack seal & slurry seal, spot repair	\$ 154,168.82
ROUTE 66 / NAT'L TRAILS HWY	PARK RD	NEELES HWY	7,143	Crack seal & slurry seal	\$ 142,205.75
BUDWEISER RD	NEELES HWY	MY PLACE ROAD	2,627	Crack seal & slurry seal	\$ 36,958.92
C STREET	FRONT STREET	BROADWAY AVE	319	Crack seal & slurry seal	\$ 8,551.66
MY PLACE ROAD (NORTH)	BUDWEISER ROAD	ROS ROAD	1,427	Crack seal & slurry seal	\$ 19,267.69
MORGAN DRIVE	HWY 95 SOUTH	HOLIDAY WAY	962	Crack seal & slurry seal	\$ 13,518.97
SAFARI DRIVE	CHERRY STREET	VICTORY DRIVE	2,447	Crack seal & slurry seal	\$ 33,035.11
VICTORY DRIVE	CHERRY STREET	WEST END	1,916	Crack seal & slurry seal	\$ 25,858.03
ICE PLANT ROAD	BROADWAY AVE	END	651	Crack seal & slurry seal	\$ 22,954.66
PARK ROAD (WEST)	INTERSTATE 40	NEELES HWY	2,244	Crack seal & slurry seal	\$ 54,642.84
F STREET	FRONT STREET	BROADWAY AVE	364	Crack seal & slurry seal, spot repair	\$ 47,343.81
HOSPITALITY LANE	J STREET	CUL-DE-SAC	530	Crack seal & slurry seal	\$ 10,821.79
RACE STREET	Q STREET	N STREET	1,081	Crack seal & slurry seal	\$ 17,387.52
GOODWILL STREET	BROADWAY AVE	ARIZONA AVE	819	Crack seal & slurry seal	\$ 16,709.22
MONTEREY AVE	ARIZONA AVE	SAN CARLOS STREET	1,265	Crack seal & slurry seal	\$ 25,606.43
Q STREET	LAMBERT	RACE STREET	256	Crack seal & slurry seal	\$ 4,598.90
VINE STREET	INTERSTATE 40	Q STREET	603	Crack seal & slurry seal, spot repair	\$ 26,695.45
VINE STREET	M STREET (NORTH)	L STREET (NORTH)	359	Crack seal & slurry seal	\$ 7,273.32
R STREET	BUSH STREET	Q STREET	813	Crack seal & slurry seal	\$ 12,888.32
R STREET	NEELES HWY	MARKET STREET	304	Crack seal & slurry seal	\$ 6,903.96
L STREET (NORTH)	BUSH STREET	NEELES HWY	894	Crack seal & slurry seal	\$ 18,483.48
M STREET	BUSH STREET	NEELES HWY	893	Crack seal & slurry seal	\$ 18,457.37
ALISO STREET	ARIZONA AVE	MONTEREY AVE	258	Crack seal & slurry seal	\$ 3,772.58
GILMAN STREET	MONTEREY AVE	END	221	Crack seal & slurry seal	\$ 3,824.13
K STREET (NORTH)	FRONT STREET	NEELES HWY	2,023	Grind & pave (1.5") w/ petromat, replace asphalt (4"), spot repair	\$ 329,280.93
L STREET	FIFTH STREET	HIGHLAND STREET	352	Grind & pave (1.5") w/ petromat	\$ 45,039.35
FAIRMONT AVENUE	WASHINGTON STREET	HIGHLAND STREET	239	Remove & replace asphalt (4")	\$ 56,845.85
WASHINGTON STREET	BAILEY AVE	FAIRMONT AVENUE	1,153	Grind & pave (1.5" to 2") w/ petromat	\$ 207,167.72
HIGHLAND STREET	PARK AVENUE	FAIRMONT AVENUE	360	Grind & pave (1.5") w/ petromat	\$ 46,105.98
J STREET	HOSPITALITY LANE	LEONARD OWENSBY	1,284	Grind & pave (1.5") w/ petromat, spot repair	\$ 382,353.31
BAILEY AVE	WASHINGTON AVE	J STREET	1,467	Grind & pave (1.5" to 2") w/ petromat	\$ 248,597.66
CORONADO AVE	ERIN DRIVE	J STREET	948	Grind & pave (2") w/ petromat	\$ 159,996.34
ERIN DRIVE	BAILEY AVE	CORONADO STREET	1,446	Grind & pave (2") w/ petromat	\$ 247,521.72
PARK AVE	HIGHLAND STREET	COLLINS STREET	488	Grind & pave (2") w/ petromat	\$ 73,640.35
COLLINS STREET	BAILEY AVE	PARK AVE	798	Grind & pave (2") w/ petromat	\$ 121,359.77
D STREET	DOWNNEY AVE	INTERSTATE 40	978	Grind & pave (1.5" to 2") w/ petromat	\$ 146,187.26
ORANGE AVE	WASHINGTON AVE	ERIN DRIVE	483	Grind & pave (2") w/ petromat	\$ 69,407.87

TOTAL LENGTH: 9.0 mi

TOTAL COST: \$ 2,966,776



# QUESTIONS/COMMENTS?







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

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

**Meeting Date:** October 8, 2019

**Title:** City Council Resolution No. 2019-69  
A Resolution of the City Council of the City of Needles, California  
Amending and Adopting an update to the Housing Element of the  
City of Needles General Plan and Adoption of a Negative  
Declaration in Compliance with the California Environmental  
Quality Act (CEQA)

**Background:** The City is proposing to adopt the 2019 Housing Element Update as part of its General Plan and an update to its current 2005 Housing Element. The proposed 2019 Housing Element Update (Project), defines policies and goals for future housing within the corporate boundary limits of the City. The jurisdictional boundary of the Project includes the entirety of the jurisdictional limits of the City of Needles.

The Housing Element lists policies and programs in order to accommodate a variety of housing types for all income levels and needs of special population groups defined under State law (California Government Code Section 65583); analyzes governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of the existing affordable housing stock; and outlines policies to promote housing opportunities for all persons.

The Housing Element is adopted as part of the General Plan. The City adopted its current General Plan in 1986. An Environmental Impact Report (EIR) for the 1986 General Plan<sup>1</sup> was also completed and identified mitigation measures associated with the development and growth proposed in the General Plan.<sup>2</sup> The City last updated and adopted their Housing Element in 2005.<sup>3</sup>

State law requires that each city in the State of California update their Housing Element every five years (California Government Code Section 65580-65589.8). The City last updated their Housing Element in 2005,<sup>4</sup> and on December 14, 2018, the City received a "Notice of Non-Compliance" from the Department of Housing and Community Development.

To obtain funding for grants, loans or other Housing assistance, the City must be current with the General Plan Housing Element. In an effort to qualify the City for such grants and other Housing Assistance, the City engaged the planning firm Placeworks to update the Housing Element. Attached is the draft document that is currently undergoing review by the State of California Department of Housing and Community Development (HCD) organization.

<sup>1</sup> The Environmental Assessment, Policy Document, and Technical Background Reports together constitute the Environmental Impact Report (EIR) under CEQA.

<sup>2</sup> City of Needles General Plan Environmental Assessment, prepared by Urban Futures, Inc., January 1986.

<sup>3</sup> Housing Element (Updated) of the City of Needles General Plan (next due 2007)(Ord. 473-AC, April 12, 2005).

<sup>4</sup> Housing Element (Updated) of the City of Needles General Plan (next due 2007)(Ord. 473-AC, April 12, 2005).



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

The 2019 Housing Element Update is a policy document consistent with the General Plan. The 2019 Housing Element Update identifies sites designated for residential development. The 2019 Housing Element Update does not include any changes to land use designations, zoning, building heights and intensities.

The 2019 Housing Element identifies:

- The housing goals identified by the City previously were, as well as demographic information for both past and present time. It identifies whether we have met our past goals, and circumstances that may have made an impact in not meeting the goal(s),
- Current housing programs that are available to the community or will be made available to the community during the planning cycle, and
- The City's current goals, objectives, policies and plans.

For each of these, a lead City department is also identified that is responsible for implementation.

Pursuant to California Environmental Quality Act (CEQA), the City prepared an Initial Study (IS)/Negative Declaration (ND) in accordance with the State CEQA Guidelines Section 21083.3 to evaluate the possible environmental effects of the 2019 Housing Element Update. The IS/ND determines whether the 2019 Housing Element Update will result in any significant effects on the environment

Part of the requirement for the update to the Housing Element is to solicit public participation and input. This matter is set for a public hearing to obtain public input on the updated plan; as such, this matter has been placed on the agenda for the Planning Commission's recommendation to the City Council. The City Council will hold a public hearing and first and second reading of the Ordinance adopting the Updated Housing Element of the General Plan.

The State of California Department of Housing and Community Development (HCD) has reviewed the draft 2019 Housing Element Update, and has indicated that the "draft element, incorporating the revisions submitted, meets the statutory requirements of state Housing Element law. The Housing Element will comply with state Housing Element law (Article 10.6 of the Government Code) when it is adopted, submitted to and approved by HCD, in accordance with Gov. Code section 65585"<sup>5</sup>

A public hearing on the matter was held at the October 2, 2019 Planning Commission meeting. No testimony was taken. The Planning Commission voted unanimously to recommend City Council approval of the Housing Element Update and Negative Declaration.

**Public Notification:** The Notice of Intent which included information regarding the public comment period was posted at the City's Planning Department, the City Library, and the City Clerk's office. The Notice of Intent was also published in the Needles Desert Star on Wednesday, September 11, 2019.

**Fiscal Impact:** Allows the City to process grant requests for funding projects within the City

---

<sup>5</sup> State of California, Department of Housing and Community Development, letter to the City of Needles, Patrick Martinez, Director, Land Use Development Department, dated September 20, 2019, Re: Review of City of Needles 5<sup>th</sup> Cycle (2013-2021) Draft Housing Element.





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

**Environmental:** Pursuant to CEQA, the attached IS/ND was prepared to analyze the potential environmental effects of the project. An Initial Study (IS) was required because the General Plan Update is considered a project under CEQA.

City Staff has determined that the 2019 Housing Element would not have a significant effect on the environment and prepared a ND. A copy of the Draft IS ND is provided.

The IS/ND and Notice of Intent (NOI) to Adopt a ND was prepared and posted on the City's website and circulated to responsible agencies for a 30-day public review and comment period starting on August 27, 2019. The public review period for comments on the proposed adoption of the ND closed on September 26, 2019.

Three comment letters were received and responded to in the Final IS/ND, one from the State Clearinghouse stating that no state agencies had submitted comments, one from the Fort Mojave Indian Tribe which is further described below, and one from the Mojave Desert Air Quality Control Board stating that they reviewed the Draft IS/ND and have no comments to provide.

Pursuant to SB 18 and AB 52, the City completed the Tribal consultation process for the proposed project. Consultation consisted of sending out letters to Tribes that had previously requested consultation, letters were sent to five Tribes. The City received responses from the Morongo Band of Mission Indians, the Twenty-Nine Palms Band of Mission Indians, and the Fort Mojave Indian Tribe, the first two of which were addressed in the Draft IS/ND. Both the Morongo Band of Mission Indians, the Twenty-Nine Palms Band of Mission Indians noted that they had no comments or concerns and no additional information regarding possible Tribal Cultural Resources as discussed in the IS/ND to provide. The Fort Mojave Indian Tribe requested additional monitoring and is responded to in Section 2.0 in the Final IS/ND but their response did not change the analysis of the Draft IS/ND. The City did not receive any responses from the remaining Tribes.

**Recommendation:** Approve Resolution 2019-69 Amending and Adopting an update to the Housing Element of the City of Needles General Plan and Adoption of a Negative Declaration in Compliance with the California Environmental Quality Act (CEQA)

**Attachments:**

- 1) Letter from Dept. of Housing and Community Development dated September 20, 2019
- 2) Final Housing Element Update
- 3) Final Initial Study/Negative Declaration

**Submitted By:** Patrick Martinez, Development Services Director

**City Management Review:**

Rick

**Date:**

10/3/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 2

**RESOLUTION NO. 2019-69**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA,  
AMENDING AND ADOPTING AN UPDATE TO THE HOUSING ELEMENT OF THE  
CITY OF NEEDLES GENERAL PLAN AND ADOPTION OF A NEGATIVE DECLARATION  
IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**WHEREAS**, the City Council of the City of Needles understands the importance of the Housing Element of the General Plan as an instrument which guides and directs the development of a broad range of housing that meets the needs of all sectors of the community; and

**WHEREAS**, the City of Needles desires to revise and update the Housing Element of the General Plan to reflect the changes in demographic and socio-economic conditions of the community as documented in the 2010 Census; and

**WHEREAS**, California Government Code requires that Cities and Counties update their Housing Element at least once every five (5) years; and

**WHEREAS**, the City has completed a draft 2019 Housing Element Update in conformance with Section 65583 and other applicable sections of the California Government Code; and is attached hereto as Exhibit "A"; and

**WHEREAS**, the City has completed an Initial Study (IS) and Negative Declaration (ND) (attached hereto as Exhibit "B") to in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines as required for the City to adopt the 2019 Housing Element Update; and

**WHEREAS**, a Notice of Intent (NOI) which provided information regarding the Draft IS/ND to the public allowing for review and comment on the Draft IS/ND for 30-days starting on August 27, 2019 and ending on September 26, 2019 was posted at the City's Planning Department, the City Clerk's office, the City Library, and with the State of California Office of Planning and Reach (OPR), State Clearinghouse (SCH), and the San Bernardino County Clerk. The NOI was also published in the Needles Desert Star on Wednesday, September 11, 2019;

**WHEREAS**, the State of California Department of Housing and Community Development (HCD) has reviewed the draft 2019 Housing Element Update, and has indicated that the "draft element, incorporating the revisions submitted, meets the statutory requirements of state Housing Element law. The Housing Element will comply with state Housing Element law (Article 10.6 of the Government Code) when it is adopted, submitted to and approved by HCD, in accordance with Gov. Code section 65585", and

**WHEREAS**, on October 2, 2019, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to **RESOLUTION 10-02-2019 PC**; and

**WHEREAS**, findings were made that the adoption of the updated Housing Element will not result in any adverse environmental impacts on the community; and approved Resolution 10-02-2019-PC, recommending City Council approval of the Housing Element Update and Negative Declaration; and

**WHEREAS**, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing for approval of a Housing Element Update and Negative Declaration; and

**WHEREAS**, on October 8, 2019, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for approval of a Housing Element Update and Negative Declaration; and

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

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

**SECTION 1.** Pursuant to CEQA, the attached Draft IS/ND was prepared to analyze the potential environmental effects of the draft 2019 Housing Element Update. Based on the findings contained in IS, City staff determined that the project would not have a significant effect on the environment, and a ND was prepared.

Based on that determination, the IS/ND and Notice of Intent (NOI) to Adopt a ND were prepared and posted on the City's website and circulated to responsible agencies for a 30-day public review and comment period starting on August 27, 2019 and ending on September 26, 2019. Three comment letters were received and responded to in the Final IS/ND, one from the State Clearinghouse stating that no state agencies had submitted comments, one from the Fort Mojave Indian Tribe which is further described below, and one from the Mojave Desert Air Quality Control Board stating that they reviewed the Draft IS/ND and have no comments to provide.

Pursuant to SB 18 and AB 52, the City completed the Tribal consultation process for the proposed project. Consultation consisted of sending out letters to Tribes that had previously requested consultation; letters were sent to five Tribes. Letters notifying the Tribes were issued on July 31, 2019; the 30-day consultation period to respond to the City identifying any potential tribal cultural resources (TCRs) of concern concluded on August 30, 2019. The City received responses from the Morongo Band of Mission Indians, the Twenty-Nine Palms Band of Mission



Indians and the Fort Mojave Indian Tribe, the first two of which were addressed in the Draft IS/ND. Both the Morongo Band of Mission Indians, the Twenty-Nine Palms Band of Mission Indians noted that they had no comments or concerns and no additional information regarding possible Tribal Cultural Resources as discussed in the IS/ND to provide. The Fort Mojave Indian Tribe requested additional monitoring and is responded to in Section 2.0 in the Final IS/ND but their response did not change the analysis of the Draft IS/ND. The City did not receive any responses from the remaining Tribes.

**SECTION 2.** The City Council **HEREBY FINDS AND DETERMINES** that facts do exist to approve **RESOLUTION 2019-69**.

**SECTION 3.** The City Council **HEREBY APPROVES** Resolution 2019-69, adopting this revision to the Housing Element of the City of Needles General Plan and adopting a Negative Declaration, in compliance with the California Environmental Quality Act (CEQA), for same.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council, of the City of Needles, California, held on the 8<sup>th</sup> day of October, 2019 by the following vote:

**AYES:** COUNCIL MEMBERS  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

**ATTEST:**

---

**MAYOR**

---

**CITY CLERK**

**APPROVED AS TO FORM:**

---

**CITY ATTORNEY**



## City of Needles, California Request for Council Action

---

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

**Meeting Date:**      October 8, 2019

**Title:**      Senate Bill (SB) 901 Compliance: Adoption of the Needles Public Utility Authority Wildfire Mitigation Plan

**Background:**      In 2008, the California Public Utilities Commission ("CPUC") initiated a proceeding to address fires related to utility infrastructure, following a series of wildfires that occurred in 2007 and 2008. The goal of this proceeding was to establish new industry standards that would reduce the risk of electric line-ignited wildfires, with a focus on areas of the state where wildfire risks are elevated. In 2012, the CPUC adopted three interim fire maps that designated areas of the state where stricter inspection and vegetation clearance requirements would apply to overhead utility poles and equipment.<sup>1</sup> These interim maps were based on generalized wildfire threat, rather than the areas that were at a unique risk of electric line-ignited fires. The CPUC acknowledged the need for a better map and, in the same 2012 Decision, the CPUC directed parties to develop a more precise statewide fire map that identified areas of the state at an elevated risk of electric line-ignited wildfires.<sup>2</sup>

In 2016, Governor Brown signed Senate Bill ("SB") 1028 (stats. 2016), which required publicly owned utilities ("POUs") to identify additional wildfire mitigation measures that the POU could take if the POU governing board first found that its overhead electric lines and equipment posed a significant risk of causing a catastrophic wildfire. SB 1028 required that the POU governing board must base this determination on "historical fires and local conditions," and must consult with local fire departments and other entities with responsibilities for the control of wildfires within the relevant area<sup>3</sup>. These requirements were specified in the newly added Public Utilities Code Section 8387.

In 2018, the CPUC completed the development of the statewide Fire Threat Map that designates areas of the state at an elevated risk of electric line-ignited wildfires.<sup>4</sup> This updated map incorporated historical fire data, fire-behavior modeling, assessments of fuel, weather modeling, and host of other factors. The map development and approval process involved detailed review by the relevant utility staff and local fire officials, a peer review process, and ultimate approval by a team of technical experts led by the California Department of Forestry and Fire Protection ("CAL FIRE"). The CPUC's Fire Threat Map includes three Tiers/Levels of fire threat risk. Tier 1 consists of areas that have the lowest hazards and risks. Tier 2 consists of areas where there is an elevated

---

<sup>1</sup> D.12-01-032.

<sup>2</sup> D.12-01-032 at 146-147.

<sup>3</sup> Cal. Pub. Util. Code § 8387(b).

<sup>4</sup> PG&E Advice Letter 5211-E/3172-E, "Joint Filing – Adoption of Final California Public Utilities Commission Fire-Threat Map," Jan. 5, 2018, *available at* [https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC\\_5211-E.pdf](https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC_5211-E.pdf); SED Disposition Letter Approving Advice Letter 5211-E/3172-E, January 19, 2018, *available at*



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

risk for destructive electric line-ignited wildfires. Finally, Tier 3 consists of areas where there is an extreme risk for destructive electric line-ignited wildfires.

NPUA Staff reviewed the CPUC's Fire Threat Map and determined that no NPUA overhead electric lines or equipment are located in an area designated as either Tier 2 (elevated risk) or Tier 3 (extreme risk). Staff also reviewed historical fire data and local conditions. Based on this review, staff concluded NPUA's overhead electric lines and equipment did not pose a significant wildfire risk.

In 2018, Governor Brown signed SB 901 (stats. 2018), which addressed a wide range of issues relating to wildfire prevention, response, and recovery. SB 901 substantially revised the Public Utilities Code Section 8387, eliminating the prior process established by SB 1028 and instead making it mandatory for all POU's (regardless of size or wildfire risk) to develop a wildfire mitigation plan. Pursuant to the amended Section 8387, all POU's must present a wildfire mitigation plan to its governing board prior to January 1, 2020, and annually thereafter. Section 8387(b)(2) specifies the topics that must be addressed in the POU wildfire mitigation plans, which includes: (a) the responsibilities of the persons tasked with executing the plan; (b) a description of the POU's wildfire mitigation preventative strategies and programs; (c) a description of the metrics the POU will use to evaluate the wildfire mitigation plan's performance and discussion of how those metrics informed the current wildfire mitigation plan; (d) protocols for disabling reclosers and deenergizing portions of the electrical system; and (e) identification, description, and prioritization of all wildfire risks within the POU's service territory.

SB 901 requires that POU's must present their wildfire mitigation plan at an appropriately noticed public meeting and receive public comment. The POU must also verify that the wildfire mitigation plan complies with all applicable rules, regulations, and standards. POU's must also have their plan reviewed by a qualified independent evaluator to assess the comprehensiveness of the plan. The independent evaluator must then issue a report that the POU must make available on the POU's website, and the POU must present the report at a public meeting of the POU's governing board.

In 2019, two new bills (SB 1054 and SB 111) made additional major reforms relating to wildfires. As part of these reforms, SB 111 created a new state agency called the California Wildfire Safety Advisory Board ("Board"). The Board will be made up of seven members, five appointed by the Governor, one appointed by the Speaker of the Assembly, and one appointed by the Senate Rules Committee. The members of the board must be selected from industry experts, academics, and people with labor and workforce safety experience. At least three members must be experienced in the safe operation, design, and engineering of electrical infrastructure. SB 1054 requires that all POU's must submit their wildfire mitigation plans to the Board by July 1 of each year, starting in 2020. The Board will then review the POU plans and will provide comments and advisory opinions on the content and sufficiency the plans.





## City of Needles, California Request for Council Action

Pursuant to Public Utilities Code, Section 8387, NPUA has prepared the required wildfire mitigation plan. Staff has reviewed the NPUA's wildfire mitigation plan and concluded that the plan meets all the required criteria as provided in Section 8387.

Following the adoption of the NPUA's Wildfire Mitigation Plan an audit of the plan is expected to be review with the San Bernardino County Fire Department. The plan and audit findings will be published at a public meeting and received public comment. The report and audit must be available on the NPUA's electric department website.

The Board of Public Utilities approved the recommended action on 10/1/2019.

**Fiscal Impact:** None

**Recommended Action:** *Approve* Resolution 2019-67 and Resolution 10-8-2019-NPUA adopting the annual Wildfire Mitigation Plan

**Submitted By:** Rainie Torrance, Senior Accountant

**City Management Review:**

Rick

**Date:**

10/3/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 3

RESOLUTION NO. 10-8-2019-NPUA

A RESOLUTION OF THE NEEDLES PUBLIC UTILITY AUTHORITY OF THE  
CITY OF NEEDLES, CALIFORNIA, ADOPTING ANNUAL WILDFIRE MITIGATION  
PLAN

WHEREAS, the Needles Public Utility Authority is authorized under various provisions of the [California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a))] to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the Needles Public Utility Authority operates a municipal electric utility;  
and

WHEREAS, the Needles Public Utility Authority is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, Senate Bill ("SB") 1028 (stats. 2016), adding California Public Utilities Code, Section 8387, requires each POU to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment; and

WHEREAS, SB 901 (stats. 2018), amending California Public Utilities Code Section 8387, requires all POUs to prepare a wildfire mitigation plan before January 1, 2020, and annually thereafter; and

WHEREAS, California Public Utilities Code Section 8387(b)(2) specifies the content that must be included in each POU's wildfire mitigation plan; and

WHEREAS, California Public Utilities Code Section 8387(c) requires each POU to have a qualified independent evaluator review its wildfire mitigation plan to assess the comprehensiveness of its plan and to issue a report that is made available on the POU's website and presented at a public meeting; and

WHEREAS, California Public Utilities Code Section 8387(b)(3) requires each POU to present its wildfire mitigation plan at an appropriately noticed public meeting and to verify that its plan complies with all applicable rules, regulations, and standards, as appropriate; and

WHEREAS, SB 111 (stats. 2019), adding California Public Utilities Code Section 326.1, established the California Wildfire Safety Advisory Board; and

WHEREAS, SB 1054 (stats. 2019), amending California Public Utilities Code Section 8387, requires each POU to submit its wildfire mitigation plan to the California Wildfire Safety Advisory Board by July 1 of each year, starting in the year 2020; and

WHEREAS, pursuant to California Public Utilities Code Section 326.2, the California Wildfire Safety Advisory Board will review each POU's wildfire mitigation plan and will provide comments and advisory opinions on the content and sufficiency of each plan; and

WHEREAS, Needles Public Utility Authority staff prepared a wildfire mitigation plan for calendar year 2020, addressing all statutory criteria; and

WHEREAS, Needles Public Utility Authority verified that the wildfire mitigation plan complies with all applicable rules, regulations, and standards; and

WHEREAS, a qualified independent evaluator and, after reviewing the Needles Public Utility Authority's wildfire mitigation plan will determined that the plan meets the requirements of California Public Utilities Code Section 8387; and

WHEREAS, Needles Public Utility Authority staff will submit its wildfire mitigation plan, adopted today by Board of Public Utilities' governing board, to the California Wildfire Safety Advisory Board before July 1, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Needles Public Utility Authority, pursuant to California Public Utilities Code Section 8387, adopt's Needles Public Utility Authority Wildfire Mitigation Plan, dated October 3, 2019

PASSED AND ADOPTED by the \_\_\_\_\_ on this day of \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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



RESOLUTION NO. 2019-67

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF NEEDLES, CALIFORNIA, ADOPTING ANNUAL WILDFIRE MITIGATION  
PLAN

WHEREAS, the City Council is authorized under various provisions of the [California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a))] to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the City of Needles operates a municipal electric utility; and

WHEREAS, the Needles Public Utility Authority is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, Senate Bill ("SB") 1028 (stats. 2016), adding California Public Utilities Code, Section 8387, requires each POU to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment; and

WHEREAS, SB 901 (stats. 2018), amending California Public Utilities Code Section 8387, requires all POUs to prepare a wildfire mitigation plan before January 1, 2020, and annually thereafter; and

WHEREAS, California Public Utilities Code Section 8387(b)(2) specifies the content that must be included in each POU's wildfire mitigation plan; and

WHEREAS, California Public Utilities Code Section 8387(c) requires each POU to have a qualified independent evaluator review its wildfire mitigation plan to assess the comprehensiveness of its plan and to issue a report that is made available on the POU's website and presented at a public meeting; and

WHEREAS, California Public Utilities Code Section 8387(b)(3) requires each POU to present its wildfire mitigation plan at an appropriately noticed public meeting and to verify that its plan complies with all applicable rules, regulations, and standards, as appropriate; and

WHEREAS, SB 111 (stats. 2019), adding California Public Utilities Code Section 326.1, established the California Wildfire Safety Advisory Board; and

WHEREAS, SB 1054 (stats. 2019), amending California Public Utilities Code Section 8387, requires each POU to submit its wildfire mitigation plan to the California Wildfire Safety Advisory Board by July 1 of each year, starting in the year 2020; and

WHEREAS, pursuant to California Public Utilities Code Section 326.2, the California Wildfire Safety Advisory Board will review each POU's wildfire mitigation plan and will provide comments and advisory opinions on the content and sufficiency of each plan; and

WHEREAS, Needles Public Utility Authority staff prepared a wildfire mitigation plan for calendar year 2020, addressing all statutory criteria; and

WHEREAS, Needles Public Utility Authority verified that the wildfire mitigation plan complies with all applicable rules, regulations, and standards; and

WHEREAS, a qualified independent evaluator and, after reviewing the Needles Public Utility Authority's wildfire mitigation plan will determined that the plan meets the requirements of California Public Utilities Code Section 8387; and

WHEREAS, Needles Public Utility Authority staff will submit its wildfire mitigation plan, adopted today by Board of Public Utilities' governing board, to the California Wildfire Safety Advisory Board before July 1, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council, pursuant to California Public Utilities Code Section 8387, adopts's Needles Public Utility Authority Wildfire Mitigation Plan, dated October 3, 2019

PASSED AND ADOPTED by the \_\_\_\_\_ on this day of \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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



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

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

**Meeting Date:** October 8, 2019

**Title:** Warrants

**Background:** n/a

**Fiscal Impact:** n/a

**Recommended Action:** **APPROVE**, the Warrants Register through October 8, 2019

**Submitted By:** Sylvia Miledi, Director of Finance

**City Management Review:**

Rex

**Date:**

9/30/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4



**CITY OF NEEDLES CITY COUNCIL**  
**WARRANT SUMMARY TOTALS FOR OCTOBER 08, 2019**

		DEPT. AMT.	FUND AMT.	OCT. 08, 2019	19-20 BUDGET
FUND 101	GENERAL FUND				
101.1015.412	CITY ATTORNEY	\$ 5,854.23		\$ 7,083.00	\$85,000
101.1020.413	CITY MANAGER	\$ 32.80		\$ 12,387.75	\$171,333
101.1025.415	FINANCE DEPT.	\$ 5,484.92		\$ 21,463.99	\$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 6,723.99		\$ 4,722.50	\$131,018
101.1035.416	PLANNING /ZONING	\$ 249.78		\$ 7,295.25	\$195,144
101.1040.417	ENGINEERING	\$ 160.04		\$ 10,555.92	\$151,111
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 1,297.50	\$60,250
101.1070.410	SENIOR CENTER	\$ 1,251.65		\$ 59,507.14	\$1,262,304
101.2010.421	SHERIFF	\$ 205,995.00		\$ 206,002.00	\$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 233.53		\$ 14,181.88	\$168,809
101.2025.424	BULDING & SAFETY	\$ 204.21		\$ 17,798.28	\$307,623
101.2030.423	CODE ENFORCEMENT	\$ 9,592.59		\$ 256,546.37	\$3,554,200
101.3010.431	PUBLIC WORKS	\$ 1,488.70		\$ 29,393.00	\$509,766
101.4730.472	SANITATION	\$ -		\$ 9,827.94	\$129,447
101.5770.452.	AQUATICS	\$ 2,207.98		\$ 27,887.07	\$166,174
101.5772.452	PARKS	\$ 3,954.88		\$ 14,588.21	\$353,744
101.5773.452	JACK SMITH PARK MARINA	\$ 66.05		\$ 10,172.59	\$111,501
101.5774.452	RECREATION	\$ 3,935.25		\$ 15,378.50	\$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 247,435.60	\$ 461,100.82	\$6,820,004
FUND 205	CDBG		\$ -	\$ -	\$0
FUND 206	CEMETERY		\$ 4,556.21	\$ 4,776.08	\$123,773
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$9,778
FUND 210	SPECIAL GAS TAX		\$ -	\$ 11,762.00	\$226,898
FUND 212	AIR QUALITY (MDAQD)		\$ -	\$ -	\$0
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 40,000.00	\$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,108.86	\$220,000
FUND 235	INTERSTATE COMM/I40 J ST.		\$ -	\$ -	\$0
FUND 239	CA CONSERV RECYCLING GRANT		\$ -	\$ 416.00	\$5,000
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ 2,595.00	\$ 9,576.29	\$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$0
FUND 501	NPUA		\$ -	\$ 720,888.78	\$12,449,567
FUND 502	WATER DEPARTMENT		\$ 13,337.28	\$ 89,674.26	\$1,665,186
FUND 503	WASTEWATER DEPARTMENT		\$ 10,819.26	\$ 66,618.96	\$1,067,861
FUND 505	SANITATION		\$ 80,191.11	\$ 23,746.53	\$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 288.00	\$ 4,093.68	\$762,261
FUND 507	GOLF FUND				
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 42,794.46	\$ -	\$ 30,069.47	\$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 3,736.79		\$ 12,925.71	\$272,443
FUND 507	GOLF FUND TOTAL		\$ 46,531.25		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 36.40	\$ 22,440.81	\$453,742
FUND 509	MIS		\$ 15,293.25	\$ 11,243.25	\$169,000
FUND 510	ADMIN. FACILITY		\$ 8,782.10	\$ 14,387.79	\$175,703
FUND 511	FLEET MANAGEMENT		\$ 1,301.79	\$ 3,574.08	\$261,552
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 614.00	\$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 287.00	\$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 14,712.00	\$383,487
FUND 580	ELECTRIC		\$ 70,269.04	\$ 187,239.30	\$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ 8,093.00	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 509,529.29	\$ 1,736,255.67	\$33,635,088

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

Rick Daniels, City Manager

Date

Sylvia Miledi, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9006	2345	00	A-B COMMUNICATIONS	10/08/2019	362.90	.00
9007	3305	00	AGUA CALIENTE	10/08/2019	25,948.00	.00
9008	1924	00	AHA MACAV POWER SERVICE	10/08/2019	950.00	.00
9009	3861	00	ARS QUALITY HEATING	10/08/2019	99.65	.00
9010	2629	00	BARON PEST CONTROL	10/08/2019	117.00	.00
9011	3803	00	BARON SECURITY SOLUTIONS	10/08/2019	356.00	.00
9012	480	00	BEST BEST & KRIEGER LLP	10/08/2019	288.00	.00
9013	454	00	BINGHAM EQUIPMENT COMPANY	10/08/2019	301.53	.00
9014	3313	00	BLUE RIVER WATER CORP.	10/08/2019	218.85	.00
9015	3392	00	BUG EMERGENCY INC.	10/08/2019	40.00	.00
9016	3819	00	BULLHEAD AUTO & MARINE	10/08/2019	110.21	.00
9017	3856	00	CALIFORNIA CONSULTING, INC.	10/08/2019	8,097.56	.00
9018	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	10/08/2019	429.70	.00
9019	2403	00	CDW GOVERNMENT INC.	10/08/2019	266.88	.00
9020	3136	00	CITY OF NEEDLES	10/08/2019	7,121.00	.00
9021	2504	00	COUNTY OF SAN BERNARDINO	10/08/2019	159.79	.00
9022	3841	00	CREATIVE MANAGEMENT SOLUTIONS, INC.	10/08/2019	4,980.00	.00
9023	455	00	CULLIGAN WATER COND.	10/08/2019	123.71	.00
9024	2934	00	DANA KEPNER COMPANY INC.	10/08/2019	2,516.90	.00
9025	3862	00	DAVID ELEDGE	10/08/2019	167.07	.00
9026	3580	00	DIAMOND PURE WATER	10/08/2019	89.02	.00
9027	501	00	DOI-BOR-REGION: LOWER COLORADO	10/08/2019	26,964.38	.00
9028	3341	00	EDWARD T. PAGET M.D.	10/08/2019	1,160.16	.00
9029	2681	00	EMPIRE MACHINERY LLC	10/08/2019	188.78	.00
9030	2198	00	FARWEST LINE SPECIALTIES	10/08/2019	414.33	.00
9031	1296	00	FRONTIER	10/08/2019	5,255.23	.00
9032	3796	00	GOLDEN VALLEY CABLE & COMM INC.	10/08/2019	798.75	.00
9033	3451	00	GREENS DISTRIBUTION LLC.	10/08/2019	2,313.72	.00
9034	2612	00	HARDWARE EXPRESS INCORP.	10/08/2019	519.74	.00
9035	666	00	HELENA AGRI-ENT., LLC	10/08/2019	41,736.97	.00
9036	2181	00	JEFF WILLIAMS	10/08/2019	594.72	.00
9037	2181	00	JEFF WILLIAMS	10/08/2019	1,285.16	.00
9038	2334	00	KERN TURF SUPPLY INC.	10/08/2019	375.80	.00
9039	3594	00	KIMBALL MIDWEST	10/08/2019	96.92	.00
9040	178	00	BIG O TIRES & AUTO PARTS	10/08/2019	1,003.21	.00
9041	1192	00	NEEDLES HIGH SCHOOL ATHLETICS	10/08/2019	180.00	.00
9042	218	00	NEWS WEST PUBLISHING CO.	10/08/2019	142.16	.00
9043	2238	00	NORTHERN SAFETY CO. INC.	10/08/2019	497.64	.00
9044	1786	00	NPUA	10/08/2019	VOID	.00
9045	1786	00	NPUA	10/08/2019	23,188.08	.00
9046	740	00	OUR TOWN MAGAZINE	10/08/2019	331.50	.00
9047	3767	00	MARTINEZ, PATRICK	10/08/2019	773.96	.00
9048	147	00	PING INC.	10/08/2019	492.17	.00
9049	245	00	PREMIER GOLF CARS INC.	10/08/2019	350.24	.00
9050	1927	00	PRESTIGE FLAG	10/08/2019	1,770.62	.00
9051	15	00	QUILL CORP.	10/08/2019	425.55	.00
9052	15	00	QUILL CORP.	10/08/2019	579.80	.00
9053	818	00	R & R PRODUCTS INC.	10/08/2019	1,006.75	.00
9054	2861	00	REINKE A/C CORP.	10/08/2019	175.00	.00
9055	309	00	REPUBLIC SERVICES #785	10/08/2019	80,031.28	.00
9056	2068	00	RICOH USA INC.	10/08/2019	1,030.67	.00

CHCK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9057	3616	00	RICOH USA, INC.	10/08/2019	176.44	.00
9058	255	00	RIVER VALLEY AIR CONDITIONING INC.	10/08/2019	218.00	.00
9059	2468	00	RON'S TIRE PRO'S	10/08/2019	147.81	.00
9060	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	10/08/2019	205,995.00	.00
9061	3354	00	SHAWN GUDMUNDSON	10/08/2019	549.77	.00
9062	752	00	SILLY CACTUS INC	10/08/2019	443.80	.00
9063	3344	00	SLOVAK BARON & EMPEY LLP	10/08/2019	21,027.79	.00
9064	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	10/08/2019	697.57	.00
9065	3622	00	MILLER, TAYLOR	10/08/2019	88.10	.00
9066	3832	00	TIM TERRAL	10/08/2019	623.57	.00
9067	3832	00	TIM TERRAL	10/08/2019	1,285.16	.00
9068	3850	00	TOM RUSSELL	10/08/2019	159.83	.00
9069	3802	00	TRACY BECK	10/08/2019	352.80	.00
9070	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	10/08/2019	150.00	.00
9071	772	00	TRI-STATE BUILDING MATERIALS INC.	10/08/2019	585.17	.00
9072	2798	00	U.S. DEPARTMENT OF ENERGY	10/08/2019	9,763.39	.00
9073	3830	00	UNIFIRST CORPORATION	10/08/2019	677.54	.00
9074	318	00	UPS	10/08/2019	157.80	.00
9075	3571	00	URBAN FUTURES, INC.	10/08/2019	2,595.00	.00
9076	3695	00	VINCE GARZA	10/08/2019	88.10	.00
9077	326	00	WESTERN ALARM SERVICE INC.	10/08/2019	372.50	.00
9078	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	10/08/2019	118.00	.00
9079	1023	00	XEROX	10/08/2019	443.69	.00
9080	3842	00	XIO, INC.	10/08/2019	113.00	.00
9081	1293	00	ZUBRICK T-SHIRTS	10/08/2019	1,117.90	.00
9082	3828	00	3D-NETWORKS L.L.C.	10/08/2019	15,154.50	.00
NUMBER OF CHECKS				77	509,529.29	
				GRAND TOTAL		



PREPARED 09/26/2019, 12:01:27  
 PROGRAM: GM346L  
 CITY OF NEEDLES  
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2020/04  
 REPORT NUMBER 19

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9006	2345	A-B COMMUNICATIONS	002060		10/08/2019	510-4410-405.30-25	362.90 362.90 *	362.90
9007	3305	AGUA CALIENTE	001886		10/08/2019	580-4750-473.63-10	25,948.00 25,948.00 *	25,948.00
9008	1924	AHA MACAV POWER SERVICE	001918		10/08/2019	580-4750-473.61-21	950.00 950.00 *	950.00
9009	3861	ARS QUALITY HEATING & CO	001889		10/08/2019	101-5774-452.43-18	99.65 99.65 *	99.65
9010	2629	BARON PEST CONTROL	001890 001963		10/08/2019 10/08/2019	511-3020-432.43-29 510-4410-405.43-01	32.00 85.00 117.00 *	117.00
9011	3803	BARON SECURITY SOLUTIONS	002062 002063 002064 002065 002066		10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019	101-3010-431.43-40 507-5761-453.43-40 503-4720-475.43-04 510-4410-405.43-40 101-5772-452.43-40	43.00 34.00 43.00 192.00 44.00 356.00 *	356.00
9012	480	BEST BEST & KRIEGER LLP	002061		10/08/2019	506-4713-477.31-50	288.00 288.00 *	288.00
9013	454	BINGHAM EQUIPMENT COMPANY	002240		10/08/2019	507-5761-453.43-04	301.53 301.53 *	301.53
9014	3313	BLUE RIVER WATER CORP.	001964		10/08/2019	507-5761-453.63-00	218.85 218.85 *	218.85
9015	3392	BUG EMERGENCY INC.	002241		10/08/2019	503-4720-475.43-02	40.00 40.00 *	40.00
9016	3819	BULLHEAD AUTO & MARINE	001887 001888		10/08/2019 10/08/2019	511-3020-432.61-28 511-3021-432.43-25	77.91 32.30 110.21 *	110.21
9017	3856	CALIFORNIA CONSULTING, IN	PI0032 PI0033	020023 020023	10/08/2019 10/08/2019	101-5770-452.31-90 650-4720-475.69-82	4.56 8,093.00 8,097.56 *	8,097.56
9018	1213	CALIFORNIA DEPT. OF TAX &	002068 002069 002070 002071 002072 002073 002074		10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019	101-3010-431.61-21 101-5774-452.61-01 502-4710-471.61-02 503-4720-475.59-75 503-4720-475.43-14 503-4720-475.43-02 503-4720-475.61-01	200.83 1.58 4.60 2.25 23.11 1.43 4.60	



CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9031	1296	FRONTIER	002080		10/08/2019	101-1025-415.52-10	69.18	
			002081		10/08/2019	101-2020-423.52-10	94.70	
			002082		10/08/2019	101-3010-431.52-10	196.87	
			002083		10/08/2019	101-5770-452.52-10	125.23	
			002084		10/08/2019	101-5772-452.52-10	188.43	
			002085		10/08/2019	101-5774-452.52-10	346.70	
			002086		10/08/2019	502-4710-471.52-10	434.04	
			002087		10/08/2019	503-4720-475.52-10	644.83	
			002088		10/08/2019	503-4720-475.52-10	305.31	
			002089		10/08/2019	507-5761-453.52-10	83.13	
			002090		10/08/2019	507-5762-454.52-10	213.87	
			002091		10/08/2019	510-4410-405.52-10	1,008.39	
			002092		10/08/2019	510-4410-405.52-10	228.42	
			002093		10/08/2019	510-4410-405.52-10	230.95	
			002094		10/08/2019	510-4410-405.52-10	71.49	
			002095		10/08/2019	510-4410-405.52-10	662.78	
			002096		10/08/2019	580-4750-473.52-10	350.91	
							5,255.23 *	5,255.23
9032	3796	GOLDEN VALLEY CABLE & COM	002014		10/08/2019	101-2020-423.52-10	85.00	
			002097		10/08/2019	101-1030-414.52-10	100.00	
			002098		10/08/2019	509-4910-479.52-12	138.75	
			002099		10/08/2019	503-4720-475.52-10	85.00	
			002100		10/08/2019	101-5774-452.52-10	85.00	
			002243		10/08/2019	507-5761-453.52-10	205.00	
			002244		10/08/2019	507-5761-453.52-10	100.00	
							798.75 *	798.75
9033	3451	GREENS DISTRIBUTION LLC.	001966		10/08/2019	580-4750-473.43-13	339.41	
			001967		10/08/2019	580-4750-473.43-13	109.91	
			001968		10/08/2019	580-4750-473.43-13	3.51	
			001969		10/08/2019	580-4750-473.43-13	1,860.89	
							2,313.72 *	2,313.72
9034	2612	HARDWARE EXPRESS INCORP.	001897		10/08/2019	101-5774-452.43-18	30.65	
			001898		10/08/2019	101-5774-452.43-18	5.37	
			001899		10/08/2019	101-5774-452.43-18	7.98	
			001900		10/08/2019	511-3020-432.43-57	20.47	
			001901		10/08/2019	101-3010-431.43-57	20.46	
			001902		10/08/2019	511-3020-432.43-57	28.66	
			001903		10/08/2019	502-4710-471.43-03	36.83	
			001904		10/08/2019	502-4710-471.43-54	6.14	
			001905		10/08/2019	502-4710-471.43-54	45.02	
			001906		10/08/2019	502-4710-471.43-04	45.02	
			001954		10/08/2019	580-4750-473.60-55	18.12	
			001970		10/08/2019	580-4750-473.60-55	25.71	
			001971		10/08/2019	580-4750-473.60-55	14.31	
			001972		10/08/2019	580-4750-473.60-55	6.65	
			001973		10/08/2019	580-4750-473.60-55	6.65	
			001974		10/08/2019	580-4750-473.60-55	8.17	

PAGE 4  
ACCOUNTING PERIOD 2020/04  
REPORT NUMBER 19

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9034	2612	HARDWARE EXPRESS INCORP.	001975 001976 001977 002101 002246 002247 002248 002249 002250		10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 502-4710-471.43-57 101-2020-423.43-04 503-4720-475.43-02 101-2020-423.43-04 507-5762-454.43-08 507-5762-454.43-08	30.70 10.07 7.16 8.15 30.70 2.04 21.99 31.35 51.37 519.74	
9035	666	HELENA AGRI-ENT., LLC	FI0028 002245	020012	10/08/2019 10/08/2019	507-5761-453.61-07 101-5772-452.61-07	38,536.79 3,200.18 41,736.97	519.74  41,736.97
9036	2181	JEFF WILLIAMS	002111		10/08/2019	101-1030-414.55-00	594.72 594.72	594.72
9037	2181	JEFF WILLIAMS	002112		10/08/2019	101-1030-414.55-00	1,285.16 1,285.16	1,285.16
9038	2334	KERN TURF SUPPLY INC.	002251		10/08/2019	101-5772-452.61-12	375.80 375.80	375.80
9039	3594	KIMBALL MIDWEST	001907		10/08/2019	511-3020-432.43-57	96.92 96.92	96.92
9040	178	NAPA AUTO PARTS	001908 001909 001910 001911 001980 001981 001982 001983 001984 001985 001986 001987 002107 002252 002253 002254 002255 002256 002257		10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019	511-3021-432.43-26 511-3020-432.61-28 511-3021-432.43-38 502-4710-471.43-54 580-4750-473.60-55 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 502-4710-471.61-21 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04	107.89 101.44 34.81 76.93 91.16 88.09 8.85 3.22 66.79 29.54 8.85 33.49 21.54 3.84 93.09 25.96 120.66 30.69 56.37 1,003.21	
9041	1192	NEEDLES HIGH SCHOOL ATHLE	002108		10/08/2019	507-5762-454.53-00	180.00 180.00	180.00





PREPARED 09/26/2019, 12:01:27.  
 PROGRAM: GW346L  
 CITY OF NEEDLES  
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2020/04  
 REPORT NUMBER 19

PAGE 6

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9045	1786	NPUA	002289		10/08/2019	503-4720-475.41-20	50.86	
			002290		10/08/2019	101-5772-452.41-10	9.48-	
			002291		10/08/2019	101-5772-452.41-20	57.57	
							23,188.08 *	23,188.08
9046	740	OUR TOWN MAGAZINE	002258		10/08/2019	507-5762-454.53-00	331.50	
							331.50 *	331.50
9047	3767	PATRICK MARTINEZ	002110		10/08/2019	101-1030-414.55-00	265.00	
			002235		10/08/2019	101-2030-423.55-00	127.24	
			002236		10/08/2019	101-2025-424.55-00	127.24	
			002237		10/08/2019	101-1040-417.55-00	127.24	
			002238		10/08/2019	101-1035-416.55-00	127.24	
							773.96 *	773.96
9048	147	PING INC.	001912		10/08/2019	507-5762-454.44-10	492.17	
							492.17 *	492.17
9049	245	PREMIER GOLF CARS INC.	001933		10/08/2019	507-5762-454.60-16	350.24	
							350.24 *	350.24
9050	1927	PRESTIGE FLAG	002259		10/08/2019	507-5761-453.43-17	1,770.62	
							1,770.62 *	1,770.62
9051	15	QUILL CORP.	001998		10/08/2019	510-4410-405.61-06	162.80	
			001999		10/08/2019	510-4410-405.61-01	90.38	
			002000		10/08/2019	510-4410-405.43-01	81.87	
			002260		10/08/2019	510-4410-405.61-01	90.50	
							425.55 *	425.55
9052	15	QUILL CORP.	002115		10/08/2019	510-4410-405.61-31	155.10	
			002116		10/08/2019	101-2025-424.61-01	44.17	
			002117		10/08/2019	101-1030-414.60-01	237.04	
			002118		10/08/2019	101-1030-414.60-01	127.13	
			002119		10/08/2019	510-4410-405.61-01	16.36	
							579.80 *	579.80
9053	818	R & R PRODUCTS INC.	002002		10/08/2019	507-5761-453.43-04	60.76	
			002003		10/08/2019	507-5761-453.43-04	456.95	
			002004		10/08/2019	507-5761-453.43-04	417.93	
			002261		10/08/2019	101-5772-452.43-04	71.11	
							1,006.75 *	1,006.75
9054	2861	REINKE A/C CORP.	001914		10/08/2019	510-4410-405.43-01	175.00	
							175.00 *	175.00
9055	309	REPUBLIC SERVICES #78	002122		10/08/2019	505-4730-472.31-87	80,031.28	
							80,031.28 *	80,031.28
9056	2068	RICOH USA INC.	002120		10/08/2019	510-4410-405.70-02	829.68	

PREPARED 09/26/2019, 12:01:27

PROGRAM: GM346L  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2020/04  
REPORT NUMBER 19  
PAGE 7

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9056	2068	RICOH USA INC.	002121		10/08/2019	510-4410-405.70-02	200.99 1,030.67 *	1,030.67
9057	3616	RICOH USA, INC.	002001		10/08/2019	510-4410-405.70-02	176.44 176.44 *	176.44
9058	255	RIVER VALLEY AIR CONDITIO	002262		10/08/2019	101-5774-452.43-18	218.00 218.00 *	218.00
9059	2468	RON'S TIRE PRO'S	001913		10/08/2019	511-3021-432.43-38	147.81 147.81 *	147.81
9060	3361	S.B.COUNTY SHERIFF'S DEPA	002124		10/08/2019	101-2010-421.31-80	205,995.00 205,995.00 *	205,995.00
9061	3354	SHAWN GUDMUNDSON	002125		10/08/2019	101-1030-414.55-00	549.77 549.77 *	549.77
9062	752	SILLY CACTUS INC	002123		10/08/2019	101-1030-414.61-04	443.80 443.80 *	443.80
9063	3344	SLOVAK BARON EMPEY MURPHY	001935 001936 001937 001938 001939 001940 001941 001942 001943 001944 001945 001946 001947 001948		10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019	502-4710-471.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 502-4710-471.31-50 503-4720-475.31-50 580-4750-473.31-50 101-1015-412.31-50 502-4710-471.31-50 503-4720-475.31-50 580-4750-473.31-50	45.20 1,853.20 1,084.80 75.00 2,341.20 3,761.47 50.00 1,933.33 1,933.34 1,933.33 5,854.23 54.23 54.23 21,027.79 *	21,027.79
9064	3605	STATEWIDE TRAFFIC SAFETY	001915 001916 001917		10/08/2019 10/08/2019 10/08/2019	101-3010-431.61-05 101-3010-431.43-57 101-3010-431.61-05	431.68 139.31 126.58 697.57 *	697.57
9065	3622	TAYLOR MILLER	001953		10/08/2019	502-4710-471.55-00	88.10 88.10 *	88.10
9066	3832	TIM TERRAL	002109		10/08/2019	101-1030-414.55-00	623.57 623.57 *	623.57
9067	3832	TIM TERRAL	002114		10/08/2019	101-1030-414.55-00	1,285.16 1,285.16 *	1,285.16

PREPARED 09/26/2019, 12:01:27  
PROGRAM: GM346L  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2020/04  
REPORT NUMBER 19

PAGE 8

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9068	3850	TOM RUSSELL	009740		10/08/2019	507-5762-454.53-00	159.83 159.83 *	159.83
9069	3802	TRACY BECK	000250		10/08/2019	101-1025-415.55-00	352.80 352.80 *	352.80
9070	3693	TRI STATE COMMUNITY HEALT	002005		10/08/2019	511-3020-432.31-20	150.00 150.00 *	150.00
9071	772	TRI-STATE BUILDING MATERI	001949 001950 001951 001952 002128		10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019	101-5774-452.43-18 101-5774-452.43-18 101-5774-452.43-18 101-3010-431.43-57 101-5774-452.60-24	86.66 85.61- 349.32 70.53 164.27 585.17 *	585.17
9072	2798	U.S. DEPARTMENT OF ENERGY	002134		10/08/2019	580-4750-473.63-10	9,763.39 9,763.39 *	9,763.39
9073	3830	UNIFIRST CORPORATION	001955 001956 001957 001958 001959 002006 002007 002008 002009 002010 002011 002012 002263 002264 002265 002266 002267 002268 002269		10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019	507-5762-454.61-06 101-5774-452.61-06 101-3010-431.61-04 508-4810-478.61-04 502-4710-471.61-04 580-4750-473.61-04 580-4750-473.61-04 580-4750-473.61-04 507-5761-453.61-04 101-5772-452.61-04 101-5774-452.61-06 101-5774-452.61-06 502-4710-471.61-04 502-4710-471.61-04 508-4810-478.61-04 101-5774-452.61-06 507-5762-454.61-06 503-4720-475.61-04	7.22 7.00 79.25 10.07 26.52 97.95 102.36 97.95 97.95 27.27 27.27 7.22 7.00 26.92 26.52 9.77 7.00 7.00 5.30 677.54 *	7.22 7.00 79.25 10.07 26.52 97.95 102.36 97.95 97.95 27.27 27.27 7.22 7.00 26.92 26.52 9.77 7.00 7.00 5.30 677.54
9074	318	UPS	002131 002132 002133		10/08/2019 10/08/2019 10/08/2019	503-4720-475.52-20 502-4710-471.52-20 580-4750-473.52-20	52.60 52.60 52.60 157.80 *	157.80
9075	3571	URBAN FUTURES, INC.	002130		10/08/2019	270-4631-463.31-50	2,595.00 2,595.00 *	2,595.00
9076	3695	VINCE GARZA	001960		10/08/2019	502-4710-471.55-00	88.10 88.10 *	88.10



PREPARED 09/26/2019, 12:01:27

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2020/04  
REPORT NUMBER 19

PAGE 9

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9077	326	WESTERN ALARM SERVICE INC	002017		10/08/2019	507-5762-454.61-07	372.50 372.50 *	372.50
9078	3528	WESTERN ENVIRONMENTAL TES	002015		10/08/2019	503-4720-475.59-75	118.00 118.00 *	118.00
9079	1023	XEROX	002016 002136 002137 002138 002139 002140 002141 002142 002143 002144		10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019 10/08/2019	101-5774-452.74-20 101-1020-413.70-01 101-1025-415.70-01 101-1030-414.70-01 101-1035-416.70-01 101-1040-417.70-01 101-2025-424.70-01 101-2030-423.70-01 101-3010-431.70-01 510-4410-405.70-01	115.72 32.80 32.80 52.48 32.80 32.80 32.80 32.80 13.12 65.57 443.69 *	443.69
9080	3842	XIO, INC.	001961		10/08/2019	502-4710-471.31-90	113.00 113.00 *	113.00
9081	1293	ZUBRICK T-SHIRTS	001962 002270		10/08/2019 10/08/2019	502-4710-471.61-04 101-5774-452.60-24	300.00 817.90 1,117.90 *	1,117.90
9082	3828	3D-NETWORKS LLC	002126 002127 PI0030 PI0031		10/08/2019 10/08/2019 10/08/2019 10/08/2019	509-4910-479.31-90 509-4910-479.31-90 509-4910-479.43-05 509-4910-479.43-05	1,575.00 2,179.50 5,700.00 5,700.00 15,154.50 *	15,154.50
BANK/CHECK TOTAL							509,529.29	509,529.29
ALL BANKS/CHECKS TOTAL							509,529.29	509,529.29

**CITY OF NEEDLES CITY COUNCIL**  
**WARRANT SUMMARY TOTALS FOR September 27 , 2019**

		DEPT. AMT.	FUND AMT.	27-Sep	19-20 BUDGET
FUND 101	GENERAL FUND	\$ 1,894.13			
101.1015.412	CITY ATTORNEY			\$ 7,083.00	\$85,000
101.1020.413	CITY MANAGER	\$ 79.05		\$ 12,387.75	\$171,333
101.1025.415	FINANCE DEPT.	\$ 281.96		\$ 21,463.99	\$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 363.38		\$ 4,722.50	\$131,018
101.1035.416	PLANNING /ZONING	\$ 195.02		\$ 7,295.25	\$195,144
101.1040.417	ENGINEERING	\$ 73.28		\$ 10,555.92	\$151,111
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 1,297.50	\$60,250
101.1070.410	SENIOR CENTER	\$ -		\$ 59,507.14	\$1,262,304
101.2010.421	SHERIFF	\$ -		\$ 206,002.00	\$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 90.20		\$ 14,181.88	\$168,809
101.2025.424	BUILDING & SAFETY	\$ 314.90		\$ 17,798.28	\$307,623
101.2030.423	CODE ENFORCEMENT	\$ 692.64		\$ 256,546.37	\$3,554,200
101.3010.431	PUBLIC WORKS	\$ 660.83		\$ 29,393.00	\$509,766
101.4730.472	SANITATION	\$ 19.63		\$ 9,827.94	\$129,447
101.5770.452	AQUATICS	\$ 1,004.20		\$ 27,887.07	\$166,174
101.5772.452	PARKS	\$ 210.56		\$ 14,588.21	\$353,744
101.5773.452	JACK SMITH PARK MARINA	\$ 2,724.40		\$ 10,172.59	\$111,501
101.5774.452	RECREATION			\$ 15,378.50	\$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 8,604.18	\$ 461,100.82	\$6,820,004
FUND 205	CDBG		\$ -	\$ -	\$0
FUND 206	CEMETERY		\$ 26.36	\$ 4,776.08	\$123,773
FUND 209	NARCOTICS FORFEITURE		\$ -	\$ -	\$9,778
FUND 210	SPECIAL GAS TAX		\$ -	\$ 11,762.00	\$226,898
FUND 212	AIR QUALITY (MDAQD)		\$ -	\$ -	\$0
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ 40,000.00	\$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 6,108.86	\$220,000
FUND 235	INTERSTATE COMM/40 J ST.		\$ -	\$ -	\$0
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ 416.00	\$5,000
FUND 240	EL GARCES INTERMODAL		\$ -	\$ -	\$0
FUND 243	ACTIVE TRANSPORT PROGRAM		\$ -	\$ -	\$0
FUND 270	REDEVELOPMENT AGENCY		\$ 43.38	\$ 9,576.29	\$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$0
FUND 501	NPUA		\$ -	\$ 720,888.78	\$12,449,567
FUND 502	WATER DEPARTMENT		\$ 1,311.25	\$ 89,674.26	\$1,665,186
FUND 503	WASTEWATER DEPARTMENT		\$ 502.86	\$ 66,618.96	\$1,067,861
FUND 505	SANITATION		\$ -	\$ 23,746.53	\$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 24.98	\$ 4,093.68	\$762,261
FUND 507	GOLF FUND	226.8			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 262.82	\$ -	\$ 30,069.47	\$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 79.14		\$ 12,925.71	\$272,443
FUND 507	GOLF FUND TOTAL		\$ 568.76		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 183.42	\$ 22,440.81	\$453,742
FUND 509	MIS		\$ -	\$ 11,243.25	\$169,000
FUND 510	ADMIN. FACILITY		\$ -	\$ 14,387.79	\$175,703
FUND 511	FLEET MANAGEMENT		\$ 124.91	\$ 3,574.08	\$261,552
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ -	\$0
FUND 520	SR DIAL A RIDE		\$ -	\$ 614.00	\$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 287.00	\$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 14,712.00	\$383,487
FUND 580	ELECTRIC		\$ 3,522.22	\$ 187,239.30	\$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$0
FUND 582	NPUA CAPITAL WATER		\$ -	\$ -	\$0
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ -	\$0
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ -	\$0
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ -	\$0
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 14,912.32	\$ 1,736,255.67	\$33,635,088

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 Mileti, Director of Finance

Date

Kippy Poulson, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8983	3709	00	CHAVEZ, ADRIAN	09/27/2019	50.00	.00
8984	3688	00	PONCE, ALBERT	09/27/2019	50.00	.00
8985	3319	00	CITY EMPLOYEES ASSOCIATES	09/27/2019	220.00	.00
8986	3399	00	COURT-ORDERED DEBT COLLECTIONS	09/27/2019	50.24	.00
8987	2235	00	CALLAWAY, DENNIS	09/27/2019	50.00	.00
8988	3634	00	EMPOWER	09/27/2019	400.84	.00
8989	322	00	FRANK VALENZUELA JR.	09/27/2019	50.00	.00
8990	1305	00	GREAT WEST LIFE	09/27/2019	2,250.00	.00
8991	2879	00	JENNIFER VALENZUELA	09/27/2019	400.07	.00
8992	325	00	WILLIS, JIM	09/27/2019	50.00	.00
8993	2222	00	SCOTT, JUSTIN	09/27/2019	50.00	.00
8994	3703	00	MICHAEL POE-EVANS	09/27/2019	50.00	.00
8995	3706	00	MCGILLIVRAY, MIKE	09/27/2019	50.00	.00
8996	3458	00	MUTUAL OF OMAHA	09/27/2019	50.00	.00
8997	3767	00	MARTINEZ, PATRICK	09/27/2019	2,729.61	.00
8998	1199	00	SBPEA TEAMSTERS LOCAL 1932	09/27/2019	50.00	.00
8999	3851	00	SY FOLEY	09/27/2019	673.17	.00
9000	3622	00	MILLER, TAYLOR	09/27/2019	50.00	.00
9001	2744	00	DELEON, THOMAS	09/27/2019	50.00	.00
9002	3695	00	VINCE GARZA	09/27/2019	50.00	.00
9003	1217	00	VISION SERVICE PLAN	09/27/2019	50.00	.00
9004	3651	00	WELLS FARGO	09/27/2019	727.09	.00
9005	3651	00	WELLS FARGO	09/27/2019	VOID	.00
					6,811.30	.00
					14,912.32	
NUMBER OF CHECKS			23	GRAND TOTAL		

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
8983	3709	ADRIAN CHAVEZ	002164		09/27/2019	101-2030-423.52-10	50.00 50.00 *	50.00
8984	3688	ALBERT PONCE	002159		09/27/2019	502-4710-471.52-10	50.00 50.00 *	50.00
8985	3319	CITY EMPLOYEES ASSOCIATES	002182		09/27/2019	101-0000-209.03-01	160.00	
			002183		09/27/2019	507-0000-209.03-01	20.00	
			002184		09/27/2019	508-0000-209.03-01	20.00	
			002185		09/27/2019	580-0000-209.03-01	20.00	
							220.00 *	220.00
8986	3399	COURT-ORDERED DEBT COLLEC	002181		09/27/2019	101-0000-209.01-00	50.24 50.24 *	50.24
8987	2235	DENNIS CALLAWAY	002163		09/27/2019	507-5761-453.52-10	50.00 50.00 *	50.00
8988	3634	EMPOWER	002169		09/27/2019	101-0000-209.01-00	9.94	
			002170		09/27/2019	101-0000-209.01-00	64.82	
			002171		09/27/2019	580-0000-209.01-00	170.90	
			002172		09/27/2019	580-0000-209.01-00	53.93	
			002173		09/27/2019	580-0000-209.01-00	101.25	
							400.84 *	400.84
8989	322	FRANK VALENZUELA JR.	002155		09/27/2019	502-4710-471.52-10	50.00 50.00 *	50.00
8990	1305	GREAT WEST LIFE	002149		09/27/2019	101-0000-209.03-01	1,290.00	
			002150		09/27/2019	502-0000-209.03-01	50.00	
			002151		09/27/2019	507-0000-209.03-01	140.00	
			002152		09/27/2019	580-0000-209.03-01	770.00	
							2,250.00 *	2,250.00
8991	2879	JENNIFER VALENZUELA	002145		09/27/2019	101-5774-452.62-00	45.00	
			002146		09/27/2019	101-5774-452.31-42	146.00	
			002147		09/27/2019	101-5774-452.61-01	31.50	
			002148		09/27/2019	101-5774-452.60-24	177.57	
							400.07 *	400.07
8992	325	JIM WILLIS	002157		09/27/2019	580-4750-473.52-10	50.00 50.00 *	50.00
8993	2222	JUSTIN SCOTT	002158		09/27/2019	580-4750-473.52-10	50.00 50.00 *	50.00
8994	3703	MICHAEL POE-EVANS	002154		09/27/2019	580-4750-473.52-10	50.00 50.00 *	50.00
8995	3706	MIKE MCGILLIVRAY	002160		09/27/2019	101-2025-424.52-10	50.00	



[illegible]



PREPARED 09/26/2019, 7:36:48  
 PROGRAM: GM346L  
 CITY OF NEEDLES  
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 4  
 ACCOUNTING PERIOD 2020/03  
 REPORT NUMBER 18

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9005	3651	WELLS FARGO	002037		09/27/2019	101-2035-424.69-21	9.20	
			002038		09/27/2019	101-1030-414.59-21	1.03	
			002039		09/27/2019	101-5770-452.31-40	190.00	
			002040		09/27/2019	101-5774-452.60-24	280.47	
			002041		09/27/2019	101-5774-452.61-06	38.90	
			002044		09/27/2019	101-5774-452.60-24	214.34	
			002045		09/27/2019	101-5774-452.60-24	294.34	
			002046		09/27/2019	101-5774-452.60-24	156.15	
			002047		09/27/2019	101-5770-452.43-04	814.20	
			002048		09/27/2019	101-5774-452.60-24	94.85	
			002049		09/27/2019	101-5774-452.61-06	58.37	
			002050		09/27/2019	101-5774-452.60-24	23.41	
			002051		09/27/2019	101-5774-452.60-24	213.79	
			002052		09/27/2019	101-5774-452.60-24	59.47	
			002053		09/27/2019	101-5774-452.60-24	318.08	
			002054		09/27/2019	101-5774-452.69-21	39.00	
			002055		09/27/2019	101-5774-452.69-21	40.46	
			002056		09/27/2019	101-5774-452.61-06	107.97	
			002058		09/27/2019	101-5774-452.61-06	113.13	
			002059		09/27/2019	101-5774-452.61-06	76.92	
							6,811.30 *	6,811.30
						BANK/CHECK TOTAL	14,912.32	14,912.32
						ALL BANKS/CHECKS TOTAL	14,912.32	14,912.32



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

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

**Meeting Date:** October 8, 2019

**Title:** Resolution No. 2019-65 authorizing filing of an application for federal funding under FTA Section 5311 (49 U.S.C. Section 5311), the federal program providing assistance to rural transit programs, with the California Department of Transportation

**Background:** Section 5311 provides a portion of the annual operating funds for the Needles Area Transit (NAT).

**Critical Timeline:**

**Fiscal Impact:** \$39,707 in revenue is included in the 2019-2020 budget

**Environmental:** N/A

**Recommendation:** I MOVE to waive the reading and adopt Resolution No. 2019-65 authorizing filing of an application for federal funding under FTA Section 5311 (49 U.S.C. Section 5311), the federal program providing assistance to rural transit programs, with the California Department of Transportation

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

City Management Review:

Rick

Date:

9/30/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5



RESOLUTION NO. 2019-65

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF NEEDLES, CALIFORNIA, AUTHORIZING  
FILING OF AN APPLICATION FOR FEDERAL FUNDING UNDER  
FTA SECTION 5311 (49 U.S.C. SECTION 5311), THE FEDERAL  
PROGRAM PROVIDING ASSISTANCE TO RURAL TRANSIT PROGRAMS,  
WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1F); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the City of Needles desires to apply for said financial assistance to permit operation of service within the City; and

WHEREAS, the City of Needles has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, does hereby authorize Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Transit Services Manager, to file and execute applications on behalf of the City of Needles with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F), as amended.

BE IT FURTHER RESOLVED that Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Transit Services Manager, is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

BE IT FURTHER RESOLVED that Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Transit Services Manager, is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

BE IT FURTHER RESOLVED that Rick Daniels, City Manager, or his designee, Cheryl K. Sallis, Transit Services Manager, is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 8th day of October, 2019, by the following roll call vote:

RESOLUTION NO. 2019-65  
(Page Two)

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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



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

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

**Meeting Date:** October 8, 2019

**Title:** Amended Credit Card Policies & Procedures Statement

**Background:** The City of Needles issues corporate credit card privileges to eligible employees for job-related expenses. Our current warrant process restricts the timely delivery of payments for these credit card charges and that has resulted in late fees.

As an amendment to the Credit Card Policy in order to avoid late fees, we would like Council to authorize the payment of a warrant on a scheduled and controlled basis, to pay for these bills more timely.

For example, the credit card payment due date falls two days after the Council meeting. Staff is not authorized to send out warrants prior to Council approval. This amendment will allow the credit card bills to be paid timely, thereby avoiding late fees and interest. The warrant would be brought before Council approval at their next scheduled meeting from the payment date.

**Fiscal Impact:** Avoidance of late fees and interest.

**Recommendation:** Authorize the Finance Department to pay credit card statements prior to Council approval

**Submitted By:** Sylvia Miledi, Director of Finance

**City Management Review:** Rex

**Date:** 9/23/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 6

---

# City of Needles

## Finance Department

817 Third Street • Needles, California 92363  
(760) 326-5700 • FAX (760) 326-6765



## CREDIT CARD POLICIES AND PROCEDURES

### Purpose

The purpose of this policy is to communicate eligibility, usage and payment of expenditure requirements for the corporate credit cards as of October 8, 2019.

### Policies

1. The City of Needles (hereinafter referred to as "the City") will issue a corporate credit card to eligible employees for job-related expenses. Being a City cardholder is a special privilege and cards are NOT to be shared.
2. Employees shall exercise their best efforts in attempting to make purchases through the normal purchasing cycle wherever possible (i.e. purchase order, requisition, City check). All purchases must comply with purchasing policies including receiving quotes, informal bids, and/or formal bids when applicable.
3. Expenses charged on the City credit cards must be for approved budgeted items only.
4. **Personal purchases of any type are strictly prohibited under ANY circumstance and may be cause for disciplinary action or termination.**
5. Per the City's policy, no alcoholic beverages may be purchased with the corporate credit card.
6. Employees may NOT take cash advances on City credit cards.
7. Employees may NOT authorize automatic recurring charges to the card (i.e. annual subscriptions, memberships, etc.). Also, the credit card account number may not be saved to online accounts.
8. The employee is responsible for all charges made to the card. The employee will be held liable for any unauthorized items appearing on the credit card statement.
9. Cardholders are required to sign the "cardholder agreement" indicating they accept these terms. Individuals who do not adhere to these policies and procedures risk revocation of their credit card privileges, and/or disciplinary action, and/or termination.
10. Use of the corporate credit card is a privilege and the City may withdraw the card at any time, with or without cause.

### Procedures

1. The City Manager is responsible for authorizing the use of corporate credit cards and assigning the credit limit.
2. Upon receiving a corporate credit card, the employee should call the number on the back of the card to activate it. The representative will ask for the last 4 of the tax i.d. (0750), and your credit limit. Sign the back of the card.
3. Before any purchase is made, the employee should verify that the funds are available in his or her budget to cover the expense, and that the purchase is within the cardholder's purchase authorization level.
4. All purchases made with a City credit card are to be shipped to City offices/facilities.
5. The employee must obtain a receipt for the purchase and include a brief description of the business purpose, the budget account code, and the required approval signatures. In the case of business trip meals, each receipt should include the names of all persons involved in the purchase, in accordance with Internal Revenue Service regulations.



6. Receipts are to be maintained by the employee to submit with the statement when it is received. If a receipt is lost and unobtainable, a written description of the items and the cost of the purchase must be maintained and submitted in the same manner as an original receipt.
7. Credit card statements are usually received within 2 days around the 16<sup>th</sup> of the month. Upon receipt, the Accounts Payable Clerk will copy the statement and provide a copy to the cardholder for matching the coded receipts to the individual items. Any items that do not have a receipt will be the personal responsibility of the cardholder. Matching receipts is the responsibility of the cardholder.
8. Statements completed per the provisions in #7 may be paid after 5 days from the received date and sent out prior to Council approval, if it results in avoiding late charges. Council will approve these warrants at their next meeting.
9. The employee must notify the Finance Director immediately in the event a card is lost or stolen.
10. The corporate credit card is the property of the City. An employee leaving the employment of the city must surrender the credit card to the Finance Director who will then notify the issuing authority to cancel the employee's account.



## City of Needles, California Request for Action

☒ CITY COUNCIL    ☐ NPUA    ☐ PARKS & RECREATION  
☒ Regular    ☐ Special

**Meeting Date:** October 8, 2019

**Title:** California Department of Parks and Recreation – Per Capita Program

**Background:** The California Department of Parks and Recreation through Proposition 68 has a general per capita program which funds \$185,000,000 for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis.

The City is projecting to receive at a minimum of \$200,000 but the final number is pending from the California Department of Parks and Recreation. In order to following the timeline below; a resolution must be submitted no later than November 1, 2019.

Upon receiving the final allocation to the City, staff will develop a proposed project that will be submitted to the Parks and Recreation Commission before submitting a final application packet by January 31, 2019.

**TIMELINE:** - GRANT PERFORMANCE PERIOD: July 1, 2018 – June 30, 2022

1. Resolution (submit no later than **November 1, 2019**): GRANTEE passes one resolution approving the filing of all applications associated with the contract, and forwards a copy to OGALS.

2. APPLICATION PACKET(s) (submit no later than **January 31, 2020**): The GRANTEE defines the PROJECT SCOPE(s) and amount of grant funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.

3. Contract (sign and submit no later than **March 31, 2020**): OGALS will forward a contract to the GRANTEE once a PROJECT APPLICATION PACKET has been approved. OGALS will encumber the total amount of approved applications. As GRANTEE submits additional APPLICATION PACKETS, OGALS will amend the contract to reflect the total PROJECT amount for all approved APPLICATION PACKETS, up to the allocation amount.

a. The contract section, beginning on page 41, includes a sample contract.

b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than March 31, 2020.

c. OGALS returns a copy of the fully executed contract to the GRANTEE.

**Fiscal Impact:** No match required on grant.

**Recommended Action:** *Move* to approve Resolution No. 2019-64 approving application(s) for per capita grant funds through the California Department of Parks and Recreation.

**Submitted By:** Rainie Torrance, Senior Accountant  
Tammy Ellmore, Engineering

**City Management Review:** Kick

**Date:** 9/30/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 7

RESOLUTION NO. 2019-64

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF NEEDLES, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA  
GRANT FUNDS THROUGH THE CALIFORNIA DEPARTMENT OF PARKS AND  
RECREATION

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Needles general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Needles will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 8th day of October, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

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

City Clerk

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





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

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** October 8, 2019

**Title:** Resolution No. 2019-66  
A Resolution of the City Council of the City of Needles, California  
Accepting the Purchase Offer from Greens Needles, LLC for City  
Right-of-way Consisting of a Portion of Market Street section West  
of "O" Street terminating at the base of the Interstate 40

**Background:** On August 13, 2019 the City Council approved the abandonment of  
Right-of-way because the street no longer was necessary for  
present or future purposes.

On August 29, 2019 the City received an offer from  
Greens Needles, LLC for a portion of portion of Market Street  
section West of "O" Street terminating at the base of the Interstate  
40. At the September 10, 2019 City Council meeting the City  
Manager was provided direction to enter negotiations with Greens  
Needles, LLC for the sale of City Right-of-way,

On May 29, 2018 the City Council approved Resolution 2018-26 for  
the sale of City-owned property that abuts the subject site on W.  
Broadway Street and O Street (APN 0185-046-12). On March 1,  
2018 a restricted appraisal report was prepared for the adjacent  
surplus city-owned parcel and identified its market value as a \$1 per  
square foot. The restricted appraisal report that was used for the  
previous sale of City-owned property was used for this subject site.

The City has received an offer from Greens Group Inc. for the 7,153  
square feet portion of Right-of-way for a total acquisition price of  
\$7,153.

**Fiscal Impact:** \$7,153 additional funds for the General Fund.

**Environmental Impact:** N/A

**Recommended Action:** Approve Resolution No. 2019-66 Accepting the Purchase Offer  
from Greens Needles, LLC for City Right-of-way Consisting of a Portion of Market Street  
section West of "O" Street terminating at the base of the Interstate 40.

**Submitted By:** Patrick Martinez, Director of Development Services

**City Management Review:** Rick

**Date:** 10/11/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 8



August 29, 2019

Rick Daniels  
City Manager/Utility Manager  
817 Third Street  
Needles, CA 92363

RE: Offer to Acquire Abandoned Street

Dear Mr. Daniels,

We would like to acquire the attached property at FMV per your recent appraisal in the area of \$1/sq foot. Our engineers have calculated this to be 7,153 square feet for a total acquisition price of 7,153.

We propose to transact this through Commonwealth Land Title Company in Newport Beach who has a file opened for our adjacent property.

There are no contingencies with this offer and all cash.

Thank you,

A handwritten signature in black ink, appearing to read "Ashutosh Kadakia".

Ashutosh Kadakia  
Chief Financial Officer

**RESOLUTION 2019-66**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES,  
CALIFORNIA ACCEPTING THE PURCHASE OFFER FROM GREENS  
NEEDLES, LLC FOR THE CITY RIGHT-OF-WAY CONSISTING OF A  
PORTION OF MARKET STREET SECTION WEST OF "O" STREET  
TERMINATING AT THE BASE OF THE INTERSTATE 40**

**WHEREAS,** The City of Needles is the owner of Right-of-way Consisting of a Portion of Market Street section West of "O" Street terminating at the base of the Interstate 40; and

**WHEREAS,** On August 13, 2019 the City abandoned the City Right-of-way because the street no longer was necessary for present or future purposes; and

**WHEREAS,** On August 29, 2019 the City received the attached offer identified as "Exhibit A" from Greens Needles, LLC for the 7,153 square feet portion of Right-of-way for a total acquisition price of \$7,153; and

**WHEREAS,** On September 10, 2019 the City Council directed the City Manager during Executive session to enter negotiations with Greens Needles, LLC for the sale of City Right-of-way; and

**WHEREAS,** On March 1, 2018 an appraisal report was prepared for the adjacent surplus city-owned parcel and determined the market price for the sale of Right-of-way and identified its market value to be \$1 per square foot; and

**NOW, THEREFORE, BE IT RESOLVED** by the CITY COUNCIL of the City of Needles, California, finds and determines that it is in the best interest of the City to sell the city-owned Right-of-way and hereby authorizes the acceptance of the agreement to purchase.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California held on the 8th day of October, 2019 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:s

(Seal)

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved as to form:

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

# Exhibit A

## LEGAL DESCRIPTION FOR A RIGHT OF WAY ABANDONMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 23 EAST, OF THE SAN BERNARDINO MERIDIAN, CITY OF NEEDLES, SAN BERNARDINO, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PARCEL OF LAND BEING THE DEDICATED RIGHT-OF-WAY FOR MARKET STREET WEST OF "O" STREET AND EAST OF THE RIGHT-OF-WAY FOR INTERSTATE 40;

COMMENCING AT THE NORTHWEST CORNER OF MARKET STREET AND "O" STREET SAID POINT BEING THE POINT OF BEGINNING THENCE NORTH  $89^{\circ}23'00''$  WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET A DISTANCE OF 161.89 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE FOR INTERSTATE 40;

THENCE SOUTH  $55^{\circ}11'11''$  EAST ALONG THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE 40 A DISTANCE OF 11.20 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTH WESTERLY WITH A RADIUS OF 2000.00 FEET;

THENCE SOUTH EASTERLY ALONG THE ARC OF SAID CURVE AND FOLLOWING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40, A DISTANCE OF 92.45 FEET THROUGH A CENTRAL ANGLE OF  $2^{\circ}38'54''$  TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET;

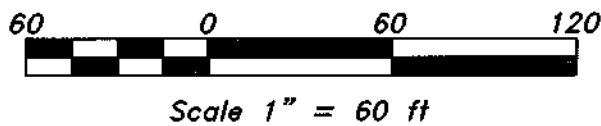
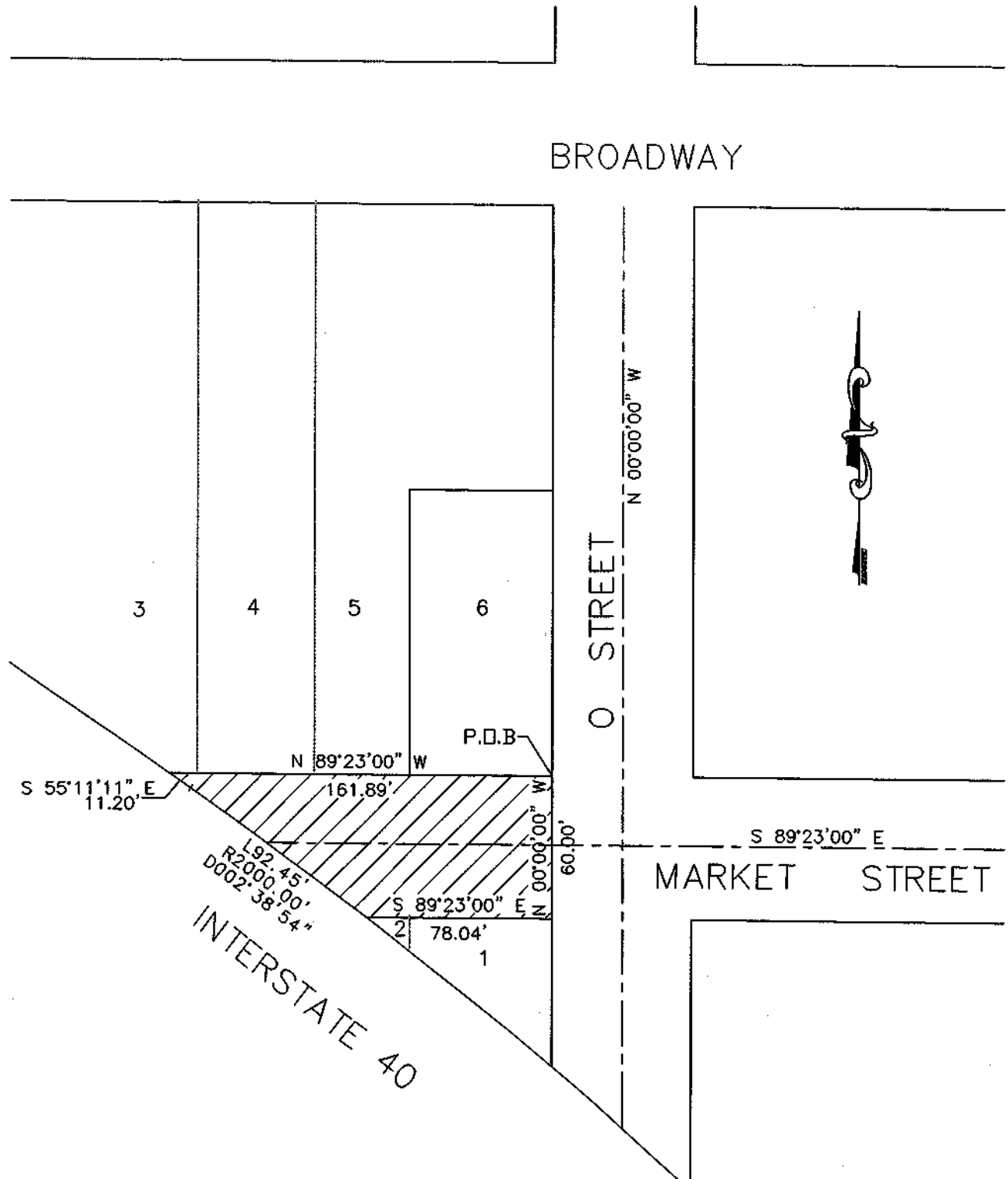
THENCE SOUTH  $89^{\circ}23'00''$  EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET A DISTANCE OF 78.04 FEET TO THE SOUTH WEST CORNER OF MARKET STREET AND "O" STREET;

THENCE NORTH  $00^{\circ}00'00''$  EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE FOR "O" STREET A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,153.0 SQUARE FEET MORE OR LESS.



# MARKET STREET ABANDONMENT EXHIBIT



**ARQ**

**ENGINEERING LLC**  
Engineering and Survey

## **PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This AGREEMENT is entered into effective as of September 19<sup>th</sup>, 2019 (the “Effective Date”), by and between The City of Needles (“*Seller*”), and Greens Needles, LLC, a California Limited Liability Company (“*Buyer*”), for acquisition by Buyer of certain real property hereinafter described.

### **RECITALS**

WHEREAS, Buyer desires to acquire all of Seller’s right, interest, and title in and to the real property (“*Property*”) located in the City of Needles, California, and is further identified **Exhibit “A”** attached hereto and by this reference incorporated herein;

WHEREAS, the legal description of the Property was prepared by Buyer and is subject to the review and approval of Seller’s engineer; and

WHEREAS, the Property was a public street that was vacated by the City and City has not established clear record title to the same;

WHEREAS, this Agreement is contingent on the City approving the legal description of the Property and being able to secure good insurable title to the Property;

WHEREAS, the sale will be on an “as-is where-is” basis and subject to certain development and other covenants as provided in this Agreement; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to buy said Property subject to the conditions and covenants set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

### **SECTION 1 PURCHASE AND SALE**

1.1 Property; Agreement to Purchase Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property in accordance with the terms, covenants and conditions set forth in this Agreement.

1.2 Purchase Price. The purchase price of the Property (“*Purchase Price*”) shall be the amount of Seven Thousand One Hundred and Fifty Three Dollars (\$7,153.00) based on one dollar for each square foot constituting the Property.

1.3 Payment. The Purchase Price will be paid by federal wire transfer to Escrow Agent in immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by “*Escrow Agent*”, identified in **Section 9.7.1** below, and executed by Buyer and Seller (“*Closing Statement*”).

1.4 Amount and Deposit of Earnest Money. No later than 48 hours after the Effective Date, Buyer shall deposit with Escrow, an earnest money deposit in the amount of One Thousand Dollars (\$1,000.00) (hereinafter the “*Earnest Money*”). The Earnest Money shall be deposited in Escrow Agent’s non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) from the Earnest Money shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with **Section 4**.

## **SECTION 2 ESCROW**

2.1 Establishment of the Escrow. An escrow for this transaction (“*Escrow*”) shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.

2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. The Closing of Escrow shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to **Section 6.3**, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement. The date for the Closing (“*Closing Date*”) shall be on the twenty first (21<sup>st</sup>) day after the expiration of the Due Diligence Period or on such earlier date as agreed to by the parties.

2.3 Acceptance of Escrow. By accepting this Escrow, Escrow Agent agrees to the terms of this Agreement solely as they relate to the duties of Escrow Agent.

2.4 Escrow Instructions. This Agreement constitutes escrow instructions to Escrow Agent. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Escrow Agent’s engagement. If there are conflicts between the terms of this Agreement and the terms of the Escrow Agent’s standard form printed escrow instructions, the terms of this Agreement will control.

2.5 Escrow Cancellation Charges. If Escrow fails to close because of Seller’s default, Seller will pay all customary escrow cancellation charges. If Escrow fails to close because of Buyer’s default, or for any other reason, Buyer shall pay all customary escrow cancellation charges.

## **SECTION 3 INFORMATION SECURED BY BUYER**

3.1 Seller Deliverables. Within five (5) days of the Effective Date, Buyer shall obtain, or cause to be obtained and provided to Seller, the following:

3.1.1 Preliminary Title Report. A current preliminary title report (the “*Title Report*”) for the Property prepared by Escrow Agent along with copies of all documents referenced therein.

## SECTION 4

## SECTION 5 MATTERS RELATING TO THE ESCROW PERIOD

### 5.1 Title and Survey Review.

5.1.1 Survey. Buyer may obtain an ALTA survey of the Property (the "**Survey**") at no cost to Seller provided that doing so does not delay the Closing. In the event Buyer obtains an ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same. In the event that escrow fails to close for any reason not due to the default of Seller, Buyer will assign and deliver the ALTA survey and any other documents produced in connection with its due diligence to Seller simultaneously with the termination of the Escrow.

5.1.2 Title Review; Cure. Buyer will have thirty (30) days from the Effective Date (the "**Title Review Period**") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("**Buyer's Objection Notice**"), either:

(a) Terminate this Agreement, in which case the Earnest Money shall be returned to Buyer; or

(b) Provisionally accept title subject to Seller's removal of any disapproved matters, exceptions or objections (the "**Disapproved Items**"), in which case Seller may, within five (5) days following receipt of Buyer's Objection Notice (the "**Title Cure Period**"), agree to remove some or all of the Disapproved Items prior to Closing or obtain endorsements to the Title Policy in form satisfactory to Buyer insuring against the Disapproved Items, by giving Buyer written notice ("**Seller's Cure Notice**") of the specific Disapproved Items which Seller agrees to so remove or endorse over (the "**Cure Items**"). If, during the Title Cure Period, Seller does not timely agree to remove or endorse over all of the Disapproved Items, then, at Buyer's election by written notice given within five (5) days following expiration of the Title Cure Period (i) this Agreement will be terminated and the Earnest Money refunded to Buyer, or (ii) Buyer may waive the Disapproved Items that Seller elected not to agree to remove or endorse over, and such matters shall be deemed Approved Title Exceptions, as defined in **Section 5.1.2(d) below**. If, within such 5-day period, Buyer fails to waive in writing the Disapproved Items that Seller elected not to agree to remove or endorse over, Buyer will be deemed to have elected to terminate this Agreement.

(c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this **Section 5.1**, and Buyer need not give any Buyer's Objection Notice as to those items. Seller

agrees that all such monetary liens and encumbrances, regardless of the amount, will be released from the Property by Seller at Seller's sole expense on or before the Closing.

(d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in **Section 4.1.2(b)**, as disclosed by the Title Report within the Title Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement "***Approved Title Exceptions***" means:

(i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to **Section 7.2.4 below**);

(ii) those matters approved or deemed approved by Buyer in accordance with this **Section 5.1** which are disclosed in the Title Report (other than the "standard exceptions") and the Survey, if obtained by Buyer; and

(iii) any other matters approved by Buyer in writing.

(e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in San Bernardino County, California, are referred to herein as the "***Title Requirements***".

**5.2 Buyer's Right to Enter and Inspect the Property**. From time to time following the Effective Date, Buyer and/or Buyer's representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections, studies.

**5.2.1 Buyer Restoration and Indemnity**. Buyer will restore any physical damage to the Property caused by Buyer's Studies, and will indemnify, defend and hold harmless Seller and Seller's public officials, Council Members and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs caused by Buyer's Studies (unless resulting from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Buyer and/or Buyer's representatives who enter the Property will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured thereon prior to entering the Property.

**5.3 Investigation Contingency; Extension** Buyer shall have until thirty (30) days following the Effective Date to complete the Buyer's inspections and approve or disapprove any and all aspects of the Property ("Due Diligence Period"). Buyer's failure to timely approve or disapprove shall be deemed approval of all aspects of the Property. If Buyer disapproves the Property in writing to Seller prior to the expiration of the Due Diligence Period, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer. **Title Contingency**. Buyer and Seller will request that the Title Company issue the policy of title insurance for the Property showing title to the Property vested in Buyer at the Closing.



However, if because the Property is a vacated public street the Title Company will not issue a Policy of Title Insurance in the name of the Buyer, Buyer and Seller agree that in such event either one of them may terminate this Agreement in which case the Buyer's deposit will be returned to Buyer. Further, in such event, Buyer and Seller will attempt to develop a legal strategy to secure good insurable title in the name of Seller that it can convey to Buyer. Buyer and Seller will analyze a legal strategy possibly involving a quiet title or other action to secure clear title understanding that the legal merits of such a case would require further more detailed analysis and the filing of a lawsuit with the Superior Court of the County of San Bernardino. It is understood that if the Buyer and Seller do agree to file such a lawsuit that the Buyer would be requested to pay the attorneys' fees and other costs for the action. Legal Description Contingency The legal description of the Property is a metes and bounds description prepared by Buyer's engineer. Seller's City Engineer will review the legal description to approve and confirm the accuracy and the area of the legal description.

#### **SECTION 6**

#### **CLOSING DOCUMENTS; TITLE POLICY**

6.1 Seller's Closing Documents. No later than 48 hours before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, endorsed and, where appropriate, acknowledged, and will be in form and substance reasonably satisfactory to Buyer, Buyer's legal counsel and Escrow Agent:

6.1.1 Closing Statement. Approval of the estimated Closing Statement.

6.1.2 Grant Deed. A Grant Deed conveying the Property to Buyer ("Grant Deed") in the form attached hereto as **Exhibit "B"**.

6.1.3 FIRPTA Affidavit. An affidavit, signed and acknowledged by Seller under penalty of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations.

6.1.4 California Withholding Certificate. A duly executed California Franchise Tax Board ("**FTB**") Form 593-C Withholding Certificate and such other documents required by Escrow Agent in order to comply with California withholding requirements.

6.1.5 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to transfer and convey the Property to Buyer and to otherwise close this transaction and issue the Title Policy to Buyer in accordance with the terms of this Agreement.

6.2 Buyer's Closing Deliveries. No later than 48 hours before the Closing Date, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

6.2.1 Closing Statement. Approval of the estimated Closing Statement.

6.2.2 Preliminary Change of Ownership Report. A Preliminary Change of Ownership

Report as required by law.

6.2.3 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to close this transaction in accordance with the terms of this Agreement.

6.2.4 Buyer's Closing Funds. The cash portion of the Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.

6.3 Title Policy. Closing is contingent upon Escrow Agent's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Escrow Agent's Title Requirements (as defined in 5.1.2(e) above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those which Seller is obligated to satisfy under this Agreement.

## **SECTION 7 CLOSING THE TRANSACTION**

7.1 Closing Deadline. The Closing shall occur on or before the Closing Date.

7.2 Closing Costs and Prorations.

7.2.1 Escrow Fees. Seller and Buyer will each pay one-half (1/2) of the Escrow fees.

7.2.2 Title Insurance Fees. Seller will pay for the Title Report and the premium for a ALTA standard coverage owner's Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, the cost of any endorsements, if requested by Buyer.

7.2.3 Recording Fees. Seller will pay the recording fees for recording the Grant Deed, the documentary transfer tax and any County transfer tax or similar fee, and all title clearance costs to remove liens, encumbrances or other title matters which are Seller's responsibility under this Agreement.

7.2.4 Prorations. Seller is responsible for paying all taxes, assessments, fees, and other charges for years prior to the year of Closing and any supplemental taxes attributable to periods prior to Closing, if any. All such items due and payable in the year of the Closing will be prorated in Escrow as of Closing, based upon the most current information then available to Escrow Agent. If, at the Closing, actual tax or assessment information is not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual tax or assessment information, Buyer and Seller will re-prorate real estate taxes and assessments among themselves and make any necessary adjusting payments.

7.2.5 Miscellaneous Closing Costs. Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or,

in the absence of such agreement, according to the usual and customary practice in San Bernadino County, California.

7.3 Seller's Obligation to Deposit Additional Funds. Seller hereby authorizes Escrow Agent to use so much of the proceeds otherwise payable to Seller at Closing as is necessary to pay all costs and other amounts payable by or otherwise chargeable to Seller pursuant to this Agreement.

7.4 Buyer's Obligation to Deposit Additional Funds. On or before the Closing Date, Buyer will deposit with Escrow Agent cash in an amount sufficient to pay all costs and other amounts payable by or otherwise chargeable to Buyer pursuant to this Agreement.

## **SECTION 8 ADDITIONAL COVENANTS**

8.1 Possession. At the Closing, Seller shall deliver possession of the Property to Buyer.

8.2 Risk of Loss. Except as to any matter caused by the act, omission, negligence or willful misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in **Section 5.2** and **Section Error! Reference source not found.**; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a Third Party will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, the parties agree that if such loss is greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. Alternatively, Buyer may proceed to the Closing with no reduction in the Purchase Price and accept the Property in its then current condition subject to such loss or damage. In the event the loss or damage to Property is less than ten percent (10%) of the Purchase Price, Seller may repair the damage prior to the Closing. In the event Seller does not make the repairs to Buyer's reasonable satisfaction, Buyer shall be entitled to a reduction in the purchase price or an assignment of insurance proceeds, if any, in an amount equal to the loss or damage.

8.3 Condemnation. If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "**Condemnation Notice**") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this **Section 8.3** the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent, (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall pay the entire award to Escrow Agent to be held in Escrow pending (i) the Closing, in which case the award shall be applied to the Purchase Price due at Closing and paid to Seller, or (ii) in the event of

termination of this Agreement the award shall be disbursed to Seller.

8.4 Brokerage. Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other Person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement. If any other Person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any Claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.

8.5 Property Sold "As Is".

8.5.1 Limitation of Seller Representations and Warranties. Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) or obligation to disclose information concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, taxes, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. If the Buyer discovers any material information that is different from what has been represented by Seller or that was not disclosed by Seller, Buyer as its sole and only remedy shall have the right to terminate this Agreement and recover its Earnest Money. *Except for Seller's express representations and warranties set forth in this Agreement* (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.

8.5.2 Buyer Waiver and Release. Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for those particular representations and warranties expressly provided in this Agreement. Except for Claims related to breach of Seller's express representations and warranties in this Agreement, Buyer, for Buyer and Buyer's successors and assigns, hereby releases Seller from, and waives any and all Claims and liabilities against Seller for, related to, or in connection with, any environmental or physical condition at the Property (or the presence of any matter or substance relating to the

environmental condition of the Property), including, but not limited to, Claims and/or liabilities relating to (in any manner whatsoever) any Hazardous Substances, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all Claims or causes of action (actual or threatened) based upon, in connection with, or arising out of any Environmental Law, or any other claim or cause of action including any federal or state based statutory, regulatory or common law cause of action related to environmental matters or liability with respect to, or affecting, the Property. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of, or curative action to be taken with respect to, any Hazardous Substances or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by, or on behalf of, Seller, its agents and employees with respect thereto.

8.5.3

## **SECTION 9 REMEDIES**

9.1 Seller's Remedies. If the Closing does not occur due to any default by Buyer, then Seller shall provide Buyer and Escrow Agent with written notice specifying the nature of Buyer's Default. If Buyer has not cured the default within five (5) days after receipt of Seller's notice, then Seller shall have the right as Seller's sole and exclusive remedy to terminate this Agreement by giving written notice of cancellation to Buyer and Escrow Agent and the Earnest Money shall be paid to Seller with no further instruction to Escrow Holder from Buyer.

**BUYER AND SELLER HEREBY AGREE THAT IF SELLER TERMINATES THIS AGREEMENT DUE TO BUYER'S DEFAULT, THEN IN SUCH EVENT THE EXACT AMOUNT OF SELLER'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN AND THEREFORE THE EARNEST MONEY DEPOSITED INTO ESCROW SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND COLLECTION OF SUCH LIQUIDATED DAMAGES.**

BUYER'S INITIALS: 

SELLER'S INITIALS: \_\_\_\_\_

9.2 Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed or otherwise breaches this Agreement and such failure or breach continues for a period of five (5) days after Seller receives written notice thereof, then, as an alternative to all other remedies that are available to Buyer at law or in equity, including the right to have specific performance of this Agreement, Buyer may terminate this Agreement and the Escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, and the Earnest Money shall be returned to Buyer and the parties shall have no further liability to one another.

## **SECTION 10 GENERAL PROVISIONS**

10.1 Assignment. This Agreement may not be assigned in whole or part without the express



written consent of both parties. However, Buyer shall have the right to assign this Agreement to an affiliated entity to be formed by Buyer, without Seller's written consent, by providing notice to Seller provided that the original party shall remain liable hereunder.

**10.2 Binding Effect.** The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns, including, without limitation, all members of Seller irrespective of any dissolution of Seller after execution of this Agreement or after consummation of a Closing.

**10.3 Attorneys' Fees.** If any action is brought by either party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court.

**10.4 Waivers.** No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.

**10.5 Construction.** This Agreement will be construed according to the laws of the State of California, without giving effect to its conflict of laws principles. References in this Agreement to "Sections" are to the Sections in this Agreement, unless otherwise noted. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had an equal role in its negotiation and preparation.

**10.6 Time of the Essence.** Time is of the essence of this Agreement.

**10.7 Notices.**

**10.7.1** Any demand, notice or communication required or permitted to be given under this Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services ("**Overnight Delivery**"), or (d) when transmitted by e-mail or telephone facsimile (provided that such Notice is confirmed on the same day by sending a copy to the addressee(s) by Overnight Delivery), in each case addressed to the parties at their respective addresses set forth below (or to such other address as the Parties hereto may designate by notice in the manner set forth herein). Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

Notice to Seller shall be sent to:

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

Notice to Buyer shall be sent to:

Ashutosh Kadakia  
Greens Needles, LLC a California Limited Liability  
Company  
9289 Research Drive  
Irvine, CA 92618

Notice to Escrow Agent shall be sent to:

Kelly Ralph  
Commonwealth Land Title  
4100 Newport Place Drive, Suite 120  
Newport Beach, CA 92660  
kelly.ralph@cltic.com

Each party may change their address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

10.8 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

10.9 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to "days" shall mean calendar days unless the Agreement expressly states "business" days.

10.10 No Third Party Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto and no such Person shall have any right or cause of action hereunder.

10.11 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

10.12 Entire Agreement. This Agreement, which includes the Exhibits constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Buyer and Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

**SELLER:**  
CITY OF NEEDLES

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

Its: \_\_\_\_\_

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

**BUYER:**  
Greens Needles LLC  
a California Limited Liability Company

By: 

Its: Chief Financial Officer

Date: 9/19/2019

ATTEST:

\_\_\_\_\_  
Dale Jones, Secretary

APPROVED AS TO FORM:  
SBEMP LLP

\_\_\_\_\_  
John O. Pinkney, City Attorney

**ACCEPTED AND AGREED TO SOLELY  
FOR PURPOSES OF ACTING AS  
ESCROW AGENT:**

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

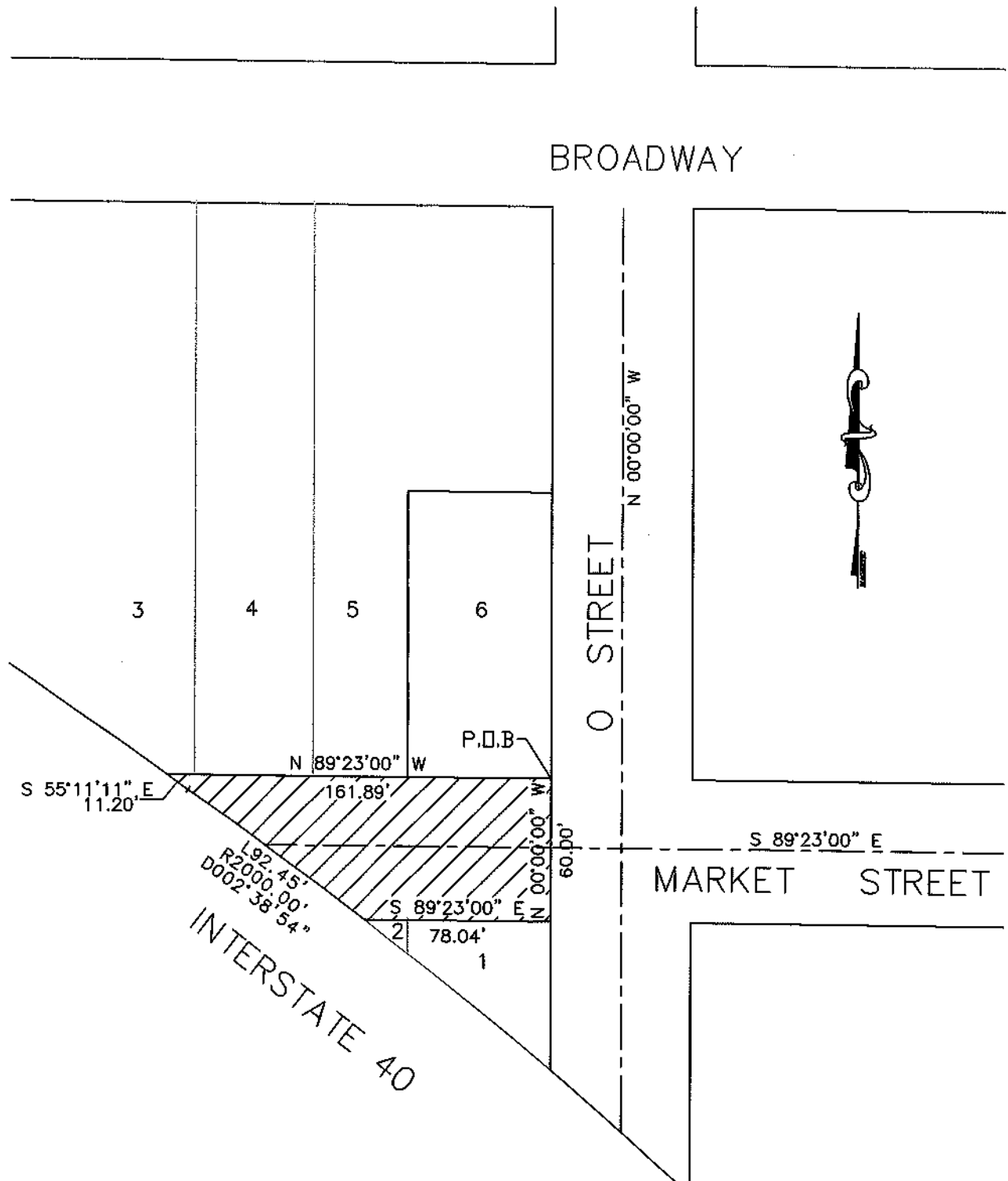
**EXHIBIT A**

**ATTACH LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the City of Needles, County of San Bernardino, State of California,  
described as follows:

***LEGAL DESCRIPTION SUBJECT TO APPROVAL OF CITY ENGINEER***

# MARKET STREET ABANDONMENT EXHIBIT



Scale 1" = 60 ft

**ARQ**

**ENGINEERING LLC**  
Engineering and Survey



**LEGAL DESCRIPTION FOR A RIGHT OF WAY ABANDONMENT**

A PARCEL OF LAND LOCATED IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 23 EAST, OF THE SAN BERNARDINO MERIDIAN, CITY OF NEEDLES, SAN BERNARDINO, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PARCEL OF LAND BEING THE DEDICATED RIGHT-OF-WAY FOR MARKET STREET WEST OF "O" STREET AND EAST OF THE RIGHT-OF-WAY FOR INTERSTATE 40;

COMMENCING AT THE NORTHWEST CORNER OF MARKET STREET AND "O" STREET SAID POINT BEING THE POINT OF BEGINNING THENCE NORTH  $89^{\circ}23'00''$  WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET A DISTANCE OF 161.89 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE FOR INTERSTATE 40;

THENCE SOUTH  $55^{\circ}11'11''$  EAST ALONG THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE 40 A DISTANCE OF 11.20 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTH WESTERLY WITH A RADIUS OF 2000.00 FEET;

THENCE SOUTH EASTERLY ALONG THE ARC OF SAID CURVE AND FOLLOWING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40, A DISTANCE OF 92.45 FEET THROUGH A CENTRAL ANGLE OF  $2^{\circ}38'54''$  TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET;

THENCE SOUTH  $89^{\circ}23'00''$  EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET A DISTANCE OF 78.04 FEET TO THE SOUTH WEST CORNER OF MARKET STREET AND "O" STREET;

THENCE NORTH  $00^{\circ}00'00''$  EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE FOR "O" STREET A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,153.0 SQUARE FEET MORE OR LESS.

**EXHIBIT "B"**

MAIL TAX STATEMENTS AND  
RECORDED DEED TO:

APN: #

SPACE ABOVE THIS LINE RECORDER'S USE

Documentary Transfer Tax:

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF NEEDLES ("Grantor"), hereby grants to Greens Needles, LLC, A California Limited Liability Company, ("Grantee"), the following described real property in the City of Needles, County of San Bernardino, State of California, together with (i) all rights, privileges and appurtenances belonging or appertaining thereto and (ii) all right, title and interest of Grantor in and to any street or alley, opened or proposed, abutting such real property:

See **Exhibit "A"** attached hereto and incorporated herein by reference.

Dated: \_\_\_\_\_, 2019

**GRANTOR:**

THE CITY OF NEEDLES

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

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



## City of Needles, California Request for Council Action

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

**Meeting Date:** October 8, 2019

**Title:** Public Works 2500 4WD with Plow Amended Vehicle Purchase

**Background:** The Council approved the purchase of one 2019 Chevrolet 2500 HD 4WD with 8' Rock King Plow not to exceed \$41,000 from Findlay on 5/14/2019. The authorization was to utilize fleet general funds as a result of salary savings. The recommended action is to change the original request from utilizing fleet general funds to utilizing Public Works reserve funds from the prior year salary savings.

**Fiscal Impact:** The public works fleet vehicle replacement has a balance of \$19,780, the additional cost \$21,220 will be deducted from the reserve funds for Public Works.

**Recommended Action:** Authorize use of \$21,200 from the Public Works Reserve Fund.

**Submitted By:** Rainie Torrance, Senior Accountant

**City Management Review:**

Rick

**Date:**

10/1/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9



# CITY OF NEEDLES

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

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

City Manager Richard Daniels

---

## RECORD OF MINUTE ACTION

Councilmember Gudmundson moved, seconded by Councilmember Terral to 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.

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

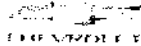
I, Dale Jones, City Clerk of the City of Needles, California, do hereby certify that the aforementioned is a true and correct copy of the official action taken at the regular meeting of the City Council of the City of Needles, California, held on the 14th day of May 2019.

Dale Jones, CMC  
City Clerk  
(SEAL)

Date: May 17, 2019



GMC



Invoice #

Government Fleet Sales Managers

Nathan Wright

928-754-3400

[nwright@findlayauto.com](mailto:nwright@findlayauto.com)

Department Fax: (928)754-3069

Date: 9/24/2019

Customer: City of Needles

FAX: \_\_\_\_\_

Vehicle Description: 2019 CK25953 4WD Silerado

CK 25953 4X4 Silverado LWB/ P.O. # 019055

Upgrade Options:

1.	8 foot King plow	\$7,597.18
2.	Bed Liner	\$0.00
3.	Upfitter Switches	\$0.00
4.	GAZ- Summit White	\$0.00
5.	H2R- Jet Black/Dark ash cloth Interior	\$0.00
6.		
7.		
8.		
9.		
10.		

Bid price W/O options:	\$30,106.05
Upgrade Options Total:	\$7,597.18
Bid Price (w/options):	\$37,703.23
Sales Tax (7.85%):	\$0.00
Tire Tax:	
Extended Service Plan:	
Total Delivered Price:	\$37,703.23

AUTHORIZED SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_





**CITY OF NEEDLES**

**INVITATION FOR SEALED BIDS**  
FOR

One (1) 2019 Chevrolet 2500, 4WD, Double Cab with an 8' Rock King Plow

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) 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](mailto: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](http://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](http://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](mailto: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](http://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

### Specifications Compliance – Continued

**Comments:**

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

[illegible]

# Bid Form

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

DATE: \_\_\_\_\_

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: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

**TOTAL BID PRICE FOR ONE (1) 2019 Chevrolet 2500, 4WD, Double Cab \$** \_\_\_\_\_

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 \$** \_\_\_\_\_

Total Bid Price includes California Sales Tax, and delivery charges but excludes Federal Excise Tax, if any.

**TOTAL BID PRICE \$** \_\_\_\_\_

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

BIDDER'S COMPANY \_\_\_\_\_

PRINT NAME – AUTHORIZED \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**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**





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

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

**Meeting Date:** October 8, 2019

**Title:** Accept the resignation of Jeremy Smith from the Parks and Recreation Commission and direct the city clerk to advertise all vacancies on various Boards and Commissions

**Background:** Attached is Jeremy Smith's resignation from the Parks and Recreation Commission. Currently there are two vacancies in the Parks and Recreation Commission, one vacancy in the Board of Public Utilities and one vacancy in the Cemetery Advisory Commission.

**Fiscal Impact:** Cost of publication

**Environmental:** N/A

**Recommendation:** Accept the resignation of Jeremy Smith from the Parks and Recreation Commission and direct the city clerk to advertise all vacancies on various Boards and Commissions

**Submitted By:**

**City Management Review:** Rick

**Date:** 10/3/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

**Dale Jones**

---

**From:** Jennifer Valenzuela  
**Sent:** Monday, September 23, 2019 12:16 PM  
**To:** Dale Jones  
**Subject:** FW: Letter of Resignation

**From:** Jeremy Smith <jb.smith@yahoo.com>  
**Sent:** Thursday, August 22, 2019 2:32 PM  
**To:** Jennifer Valenzuela <jvalenzuela@cityofneedles.com>  
**Subject:** Letter of Resignation

Mrs. Valenzuela,

I would like to inform you, Mr. Daniels, and the Needles Parks and Recreation Commissioners that I will be resigning after today's meeting. Unfortunately, I am not in a better situation to put forth the attention and commitment that this seat deserves. I have family, work, and other voluntary duties that garner too much time. I wish the Commission and the City the absolute best moving forward and thank you for allowing me the opportunity to help the community of Needles.

Respectfully,

Jeremy B. Smith